I. Roll Call And Pledge Of Allegiance

II. A Reflective Moment Of Silence

III. Approval Of The Agenda

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

V. Staff Reports

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

VII. Board And Commission Update (15 Min)

VII.1. Lyons Fire Protection District Presentation Of IGA With The Town Of Lyons
Intergovernmental Agreement for Fire and Life Safety Services – BOT Direction to the BOT
Lyons Fire Protection Director Bill Eliasen will be presenting to the BOT. There is no expectation that the Board will take any formal action at the July 5 meeting.

Documents: IGA FIRE DEPT 2016.PDF

VIII. Consent Agenda - Lyons Liquor Authority

VIII.1. Special Events Permits At The Farmette

Documents: SEPS AT THE FARMETTE.PDF

VIII.2. Special Event Permit-Boulder County Alliance At River Bend

Documents: BOULDER COUNTY ARTS ALLIANCE ARTS ON THE RIVER SEP.PDF

IX. Ordinances
Public Hearing on Second Reading

IX.1. PUBLIC HEARING , Resolution 2016-54, A Resolution Approving An Application For A Plat Amendment Of The Garver Minor Subdivision For The Required Width For Lots 11 & 12, Block 8 Of The Lyons Rock And Lime Quarry CO's, First Addition To Nortonville In The Town Of Lyons, Boulder County, Colorado, Located In The NE ¼ Of Section 18, T3N, R7OW Of The 6th PM Containing .482Acres +/-.

Documents: 54- COVER SHEET GARVER PLAT AMEND AND LOT WIDTH BOT 7 5 16.PDF

IX.1.a. Garver Background Information

Documents: GARVER BACKGROUND INFORMATION.PDF

IX.1.b. Resolution 2016-54

Documents: 54-GARNER PLAT AMENDMENT RESO 6 28 16 FINAL.PDF

IX.1.c. Garver Plat Amendment Layout

Documents: 54-GARVER FINAL PLAT LAYOUT1.PDF

IX.2. Public Hearing - Ordinance 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

Documents: 1000- ORDINANCE 1000 COVER SHEET.PDF

IX.2.a. Attachment Matrix For 2nd And Park Final Subdivision And Rezoning Documents (Ordinance 1000, Ordinance1001 And Resolution 2015-53)

Documents: ATTACHMENT MATRIX FOR 2ND AND PARK FINAL SUBDIVISION AND REZONING DOCUMENTS.PDF

IX.2.b. Ordinance 1000 Attachment A: Existing And Proposed Zoning Maps

Documents: 1000 - ATTACHMENT A EXISTING AND PROPOSED ZONING MAPS.PDF

IX.2.c. Ordinance 1000 Attachment B: Project Summary And Written Statement

Documents: 1000- ATTACHMENT B PROJECT SUMMARY AND WRITTEN STATEMENT.PDF

IX.2.d. Ordinance 1000 Attachemnt C: PCDC Condidtions Of Approval Redlined By Staff

Documents: 1000- ATTACHMENT C PCDC CONDITIONS OF APPROVAL REDLINED BY STAFF.PDF

IX.2.e. Ordinance 1000 Attachment D: Owner's Comments Regarding Approval Condition 1

Documents: 1000-ATTACHMENT D OWNERS COMMENTS REGARDING APPROVAL CONDITION 1.PDF

IX.2.f. Ordinance 1000 Attachment E: A00 Final PUD Development Plan Cover Sheet April 25, 2016

Documents: 1000-ATTACHMENT E A00 - PUD DEVELOPMENT PLAN COVER SHEET APRIL 25 2016.PDF

IX.2.g. Ordinance1000 Attachment F: A01 Site Development Plan April 25, 2016

Documents: 1000-ATTACHMENT F A01 SITE DEVELOPMENT PLAN APRIL 25 2016.PDF

IX.2.h. Ordinance 1000 Attachment G: Drainage Report January 13, 2016

Documents: 1000-ATTACHMENT G DRAINAGE REPORT JANUARY 13 2016.PDF

IX.2.i. Ordinance 1000 Attachments H: Design Report January 13, 2016

Documents: 1000-ATTACHMENT H DESIGN REPORT JANUARY 13 2016.PDF

IX.2.j. Ordinance 1000 Attachment I: Development Agreement

Documents: 1000-ATTACHMENT I DEVELOPMENT AGREEMENT 6 17 16 (2) 2ND PARK.PDF

IX.2.j.i. Attachment I: Exhibit A: Ordinance 1000

Documents: 1000 - ORDINANCE EXHIBIT A TO DEVELOPMENT AGREEMENT.PDF

IX.2.j.i.1. Attachment I Exhibit A: Legal Description

Documents: 1000 - ATTACHMENT I EXHIBIT A LEGAL DESCRIPTION.PDF

IX.2.j.i.2. Attachment I Exhibit B Conditions Of Approval

Documents: 1000 - EXHIBIT B TO DEVELOPMENT AGREEMENT (FINAL PLAT RESOLUTION).PDF

IX.2.j.ii. Attachment I Exhibit B Resolution 2016-53

Documents: 1000-EXHIBIT B RESOLUTION 2016-53.PDF

IX.2.j.ii.1. Attachment I Resolution 2016-53 Exhibit A Legal Description

Documents: 1000 - ATTACHMENT I EXHIBIT A LEGAL DESCRIPTION.PDF

IX.2.j.ii.2. Attachment I Resolution 2016-53 Exhibit B Subdivision Improvement Agreement

Documents: 1000 - EXHIBIT B SUBDIVISION IMPROVEMENT AGREEMENT.PDF

IX.2.j.iii. Attachment I Resolution 2016-53 Exhibit C Affordable Housing Preference Policy

Documents: 1000 - EXHIBIT C AFFORDABLE HOUSING PREFERENCE POLICY.PDF

IX.2.j.iv. Attachment I Resolution 2016-53 Exhibit D Affordable Housing Covenant

Documents: 1000 - EXHIBIT D AFFORDABLE HOUSING COVENANT.PDF

IX.2.j.v. Attachment I Exhibit E HFHSVV Administration Agreement

Documents: 1000-EXHIBIT E HFHSVV ADMIN AGREEMENT TO DEVELOPMENT AGREEMENT.PDF

IX.2.j.vi. Attachment I Exhibit F Resolution 2015-63 Fee Waiver

Documents: 1000- EXHIBIT F TO DEVELOPMENT AGREEMENT (RESO 2015-63).PDF

IX.3. Public Hearing – Ordinance 1001, 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 On The Putnam Plat Of The Town Of Lyons Recorded At Book 2, Page 77 And Book 4, Page 48 Of The Boulder County Real Property Records

Documents: 1001 - ORDINANCE 101 COVER SHEET.PDF

IX.3.a. Exhibit A Ordinance 1001

Documents: 1001 - ORDINANCE 1001.PDF

IX.3.a.i. Ordinance 1001 Exhibit A Legal Description

Documents: ORDINANCE 1001 EXHIBIT A LEGAL DESCRIPTION.PDF

IX.4. Public Hearing - Resolution 2016-53, A Resolution Approving The 2nd And Park Subdivision And Planned Unit Development Final Plat And Approving A Subdivision Improvement Agreement By And Between The Town Of Lyons And Downtown Lyons Development, LLC

Documents: 53 - RESOLUTION 2016 53 COVER SHEET.PDF

IX.4.a. Public Hearing - Resolution 2016-53, A Resolution Approving The 2nd And Park Subdivision And Planned Unit Development Final Plat And Approving A Subdivision Improvement Agreement By And Between The Town Of Lyons And Downtown Lyons

Development, LLC

Documents: 53- DRAFT RESOLUTION 2016-53.PDF

IX.4.b. Resolution 2016 53 Exhibit A Legal Description

Documents: 53-EXHIBIT A LEGAL DESCRIPTION.PDF

IX.4.c. Resolution 2016-53 Exhibit B Subdivision Approvement Agreement

Documents: 53 - EXHIBIT B SUBDIVISION IMPROVEMENT AGREEMENT.PDF

IX.4.d. Resolution 2016-53 Exhibit C Final Plat

Documents: 53-2ND PARK - FINAL PLAT - 042516.PDF

X. Consent Agenda

X.1. First Reading - Ordinance 1003, An Ordinance Approving A Lease Of Town Property To Raul Vasquez

Documents: 1003-COVER SHEET VASQUEZ LEASE.PDF

X.1.a. Ordinance 1003, An Ordinance Approving A Lease Of Town Property To Raul Vasquez

Documents: 1003- ORDINANCE RAUL VASQUEZ LEASE OF TOWN PROPERTY.PDF

X.1.b. Ordinance 1003 - Lease Agreement With Raul Vasquez

Documents: 1003- ORDINANCE RAUL VASQUEZ LEASE OF TOWN PROPERTY.PDF

X.2. Resolution 2016-55, A Resolution Appointing Town Administrator Victoria Simonsen As Representative And Public Works Director Kyle Miller As Alternate Representative To The Board Of Directors Of The Municipal Energy Agency Of Nebraska.

Documents: 55-COVER SHEET -RESOLUTION 2016 55.PDF

X.2.a. Resolution 2016-55, A Resolution Appointing Town Administrator Victoria Simonsen As Representative And Public Works Director Kyle Miller As Alternate Representative To The Board Of Directors Of The Municipal Energy Agency Of Nebraska.

Documents: 55- RESOLUTION 2016 55 MEAN APPOINT TOWN ADMINISTRATOR AND PUBLIC WORKS DIRECTOR.PDF

X.3. July 2016 Accounts Payable

Documents: BOT PAYABLES 070516.PDF

X.4. Resolution 2016-56, A Resolution Awarding Davey Tree Service Contract

X.5. June 20, 2016 Board Of Trustees Meeting Minutes

XI. General Business

XI.1. Resolution 2016-57, A Resolution Determining That A Business Providing End Of Life Professional Services But Excluding Embalming, Cremation, And Other Related Activities That Are Invasive Or Dispositive Of Human Remains Or That Otherwise Pollute Or Create Offensive Conditions Constitutes A Principal Permitted Uses In The Commercial Downtown Zone District

Documents: 57-RESOLUTION 2016 57 STAFF MEMO 418 HIGH STREET (2).PDF

XI.1.a. Resolution 2016-57, A Resolution Determining That A Business Providing End Of Life Professional Services But Excluding Embalming, Cremation, And Other Related Activities That Are Invasive Or Dispositive Of Human Remains Or That Otherwise Pollute Or Create Offensive Conditions Constitutes A Principal Permitted Uses In The Commercial Downtown Zone District

Documents: 57-RESOLUTION - NATURAL FUNERAL HOME DETERMINING USE COMMERCIAL DOWNTOWN 6 28 16.PDF

XI.2. Town Attorney Updates On The Following.

Discussion of options for taxation of lodging services within the Town.

Discussion of voter approval requirements for enterprise funds receiving more than 10% of revenues in grant funds.

XII. Items Removed From The Consent Agenda

XIII. Trustee Reports

XIV. Summary Of Action Items

XV. Adjournment

INTERGOVERNMENTAL AGREEMENT
FOR FIRE AND LIFE SAFETY SERVICES

This Intergovernmental Agreement for Fire and Life Safety Services ("***Agreement***") is entered into by and between the Town of Lyons, a statutory municipal corporation of the State ("***Town***"), and the Lyons Fire Protection District, a political subdivision of the State organized pursuant to C.R.S. § 32-1-101, *et seq.* ("***Fire District***"). The Town and Fire District are referred to collectively as the "***Parties***", and individually as a "***Party***".

I. RECITALS

WHEREAS, the Parties have a common and compelling public safety interest in planning and providing for high quality, uniform fire and life safety services for the existing and future citizens and property within their respective jurisdictions. To this end, the Parties also have a common and compelling interest in uniform enforcement of building and fire codes, including consistent plan reviews and building inspections, for both new and existing construction;

WHEREAS, pursuant to C.R.S. § 32-1-101, *et seq.*, the Fire District provides fire suppression, fire prevention and public education, related inspection and investigatory activities, rescue, hazardous materials, and emergency medical services to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction. The Fire District's jurisdiction includes all property within the Town's boundaries;

WHEREAS, pursuant to C.R.S. § 32-1-1001(1)(a), the Fire District's Board of Directors ("***Fire District Board***") may adopt and enforce a fire code within the Fire District's jurisdiction, provided that any fire code adopted by the Fire District Board can only be enforced within the Town's boundaries if it also is adopted by the Town's Board of Trustees ("***Town Board***");

WHEREAS, the Fire District Board has duly adopted the 1997 International Fire Code ("***Fire Code***") for enforcement within the Fire District's jurisdiction. On February 19, 2008, the Town Board also adopted the Fire Code for enforcement within the Town's boundaries, pursuant to Resolution 2008-7. Accordingly, the Fire District is authorized to enforce the Fire Code as adopted by the Town in all areas within the Town's boundaries; and,

WHEREAS, the Parties desire for the Fire District to be the exclusive jurisdiction having authority to enforce the Fire Code as adopted by the Town Board in all areas within the Town's boundaries, including any areas annexed to the Town. The Parties further desire to establish consistent and uniform procedures for Fire Code development and enforcement, including plan reviews and building inspections, and for all fire investigations within the Town's boundaries.

NOW, THEREFORE, the Parties covenant and agree as follows:

II. AGREEMENT

1. **Exclusive Authority**. The Fire District shall be the exclusive jurisdiction having authority to enforce the Fire Code within the Town's boundaries.

2. **Fire Code Development and Enforcement**. To ensure uniformity in Fire Code interpretation and enforcement, the Parties will work together to review, develop, and amend the Fire Code to be adopted by the Town Board from time to time, and to review, develop, and amend

those portions of the Town's building, mechanical, and electrical codes that relate directly or indirectly to the Fire District's enforcement of the Fire Code.

The Town will assist the Fire District in enforcing the Town's Fire Code, as adopted and from time to time amended by the Town Board, within the Town's boundaries. The Fire District will assist the Town in enforcing the Town's building, mechanical, and electrical codes, as adopted and from time to time amended by the Town Board, within the Town's boundaries. As provided in C.R.S. § 32-1-1002(3)(b), the Fire District will refer a Fire Code violation or a suspected arson to the Town Attorney for prosecution in the Lyons Municipal Court or to the District Attorney for Boulder County for prosecution in the County or District Courts. The Town also may request that the Fire District commence an enforcement action in Boulder County District Court, utilizing the Fire District's legal counsel.

In the event a dispute arises as to the proper interpretation of the Fire Code, the Fire Chief and the Town's Chief Building Official will meet as soon as possible to resolve the question or dispute. If, despite their good faith efforts, the Fire Chief and the Chief Building Official are unable to agree upon the proper interpretation of the Fire Code, the dispute will be submitted to the Board of Appeals in accordance with the appeals procedure set forth in the Fire Code as adopted by the Town Board.

3. **Plan Review Process**. To ensure that all existing and new buildings, facilities, and other properties within the Town are constructed, developed, and maintained in accordance with the Fire Code, the Parties hereby establish the following plan review and building inspection process for all modifications to or renovations of existing buildings, facilities, and other properties, and all new construction and development within the Town (collectively, "***Construction***"):

a. The Town will direct all owners/occupants to submit their Construction drawings, blueprints, plans, and other working drawings (collectively, "***Plans***") to plans@lyonsfire.org, or as otherwise designated by the Fire District. The Fire District will review the Plans within fifteen calendar days following their submission to plans@lyonsfire.org.

b. Following the Fire District's review of the Plans, the Fire District's Fire Chief, Fire Marshal, or other designee of the Fire Chief ("***Fire Code Official***") will approve or deny the Plans' compliance with the Fire Code, using the Town's web-based, electronic, or other Construction permitting system ("***Permit System***"). The Town will issue a Construction permit to the owner/occupant only after the Fire Code Official has approved the Plans through the Permit System.

c. After the Construction is complete, and periodically during the Construction if required or permitted by the Fire Code, the Fire Code Official will inspect the completed Construction for compliance with the Plans and the Fire Code. Following the final inspection of completed Construction, the Fire Code Official will approve or deny the completed Construction's compliance with the Fire Code, both using the Permit System and through hard-copy execution of a Certificate of Compliance. The Town will issue a Certificate of Occupancy to the owner/occupant only after the Fire Code Official approves the completed Construction through the Permit System and executes a hard-copy Certificate of Compliance.

d. The Fire District shall not be liable for any injury or loss of life, or any property damage or destruction, that may occur as the result of Fire Code violations or other fire and life safety hazards present in buildings, facilities, other properties, if: (i) the owner/occupant was not directed to submit its Plans to the Fire District pursuant to subsection (a) above; (ii) a Construction permit was issued to the owner/occupant without approval of the Plans by the Fire Code Official pursuant to subsection (b) above; and/or (iii) a Certificate of Occupancy was issued to the owner/occupant without approval of the completed Construction by the Fire Code Official pursuant to subsection (c) above. Nothing in this Agreement prohibits the Fire District from taking such administrative, legal, or equitable actions as it deems appropriate to correct Fire Code violations in or about any building, facility, or other property that the Fire District discovers has been issued a Construction Permit or Certificate of Occupancy in violation of subsection (i), (ii), or (iii) above.

3. **Change in Use or Occupancy.** The Town will notify the Fire District of any change in the use or occupancy of a commercial facility within the Town's boundaries of which the Town is aware. The Fire District will determine whether such change in use or occupancy requires the owner/occupant to take new or additional Fire Code compliance measures beyond those then-existing at the commercial facility. If the Fire District determines that new or additional Fire Code compliance measures are required, the Parties shall follow, and shall require the owner/occupant to follow, the process described in Paragraph 2 in order to achieve Fire Code compliance.

4. **Cooperative Arson Investigations.** The Parties agree to cooperate in investigating all fires within the Town's boundaries by which property is destroyed or damaged. The Fire District will determine origin and cause of all fires. Immediately upon determining that a fire is of suspicious origin, the Fire District will preserve the scene and will present the facts of the investigation to the Boulder County Sheriff's Office, which will have primary responsibility for any further investigation and prosecution of the case.

The Fire District will have the primary responsibility for collecting evidence at any suspected arson scene, or may delegate such responsibility to the Multi-Agency Fire Investigation Team (MAFIT) or the Boulder County Sheriff's Office. The Fire District will turn over to the Boulder County Sheriff's Office at the earliest practicable time all evidence collected at any suspected arson scene so that the Boulder County Sheriff's Office may process and store it pending possible prosecution.

5. **Notice.** Any notice required or permitted under this Agreement must be in writing and must be delivered by hand delivery or certified or registered mail, return receipt requested, to:

Fire District:
Attention: Fire Chief
Lyons Fire Protection District
PO Box 695
251 Broadway
Lyons, Colorado 80540

Town:
Attention: Town Administrator
Town of Lyons
432 5th Avenue
Lyons, Colorado 80540

If sent by certified or registered mail, the notice shall be deemed delivered three calendar days after it is mailed.

6. **Effective Date.** This Agreement will be effective as of the date the last Party signs this Agreement ("***Effective Date***").

7. **Term and Termination; Non-Appropriation.** The initial term of this Agreement will begin on the Effective Date and continue for five years ("***Initial Term***"). Thereafter, this Agreement will automatically renew for successive five year periods ("***Renewal Term(s)***") until terminated as provided herein. Either Party may terminate this Agreement for any reason upon 180 days prior written notice to the other Party. Additionally, should the governing body of either Party fail to appropriate funds sufficient to meet that Party's obligations under this Agreement for the next fiscal year, this Agreement will automatically terminate on the first day of the fiscal year for which funds have not been appropriated and neither Party will have any further obligation under this Agreement. Paragraph 3(d) will survive termination of this Agreement for any reason.

8. **Governmental Immunity.** Nothing in this Agreement is intended, and shall not be construed, as a waiver by either Party of any rights or protections afforded to them under any federal, state or local constitutional, statutory, or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

9. **Additional Provisions.** Colorado law governs this Agreement. Jurisdiction and venue lies exclusively in the Boulder County District Court. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings regarding the subject matter of this Agreement. This Agreement may only be amended by a document signed by the Parties. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Agreement may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

LYONS FIRE PROTECTION DISTRICT

By: _____
Bill Eliasen, President

Date: _____

ATTEST:

By: _____
David B. Daniel, Secretary

TOWN OF LYONS

By: _____
Connie Sullivan, Mayor

Date: _____

ATTEST:

By: _____
Town Clerk

Agenda Item No:

Meeting Date: July 5, 2016

Subject: Liquor Licensing Authority
Presenter: Jacque Watson, Deputy Town Clerk

Applicant: **Middle Boulder Creek Coalition; Growing Gardens; LAHC; Southern Mutts Rescue; Boulder County Arts Alliance; Give Back Yoga; The Haiti Project; PRIDE**

Address: Lyons Farmette, 4121 Ute Highway, Lyons, CO

Background:

Nine Boulder County non-profits are partnering with The Lyons Farmette this summer to participate in the Farmette's Farm to Table Dinners. The applications were received June 15, 2016. According to the State Liquor Code, this matter should be decided before the Local Liquor Licensing Authority. The site of this event was posted on June 21, 2016 and may be considered by the Authority at this time. Approval by the Board of Trustees should be contingent on the Town not receiving any objections to the application within the ten days posting period. The Clerk's Office has not received any objections to this Special Events Permit to date.

Although approval and subsequent issuance of this special event permit rests solely on the Local Liquor Licensing Authority, this application must be sent in to the State of Colorado Department of Revenue within ten days after event approval.

Because the Farm to Table Dinners held at the Lyons Farmette event are completely contained within the premises, staff is asking the BOT to waive the requirement for a police officer on site for the event, as has been done since 2012, when The Lyons Farmette began these partnerships. The Farm to Table Dinners will be held July 13, 20, 27; August 3, 10, 17, 24 and 31; September 7 and 14.

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING *(See back for details.)*

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110 [x]	MALT, VINOUS AND SPIRITUOUS LIQUOR	$25.00 PER DAY
2170 [ ]	FERMENTED MALT BEVERAGE (3.2 Beer)	$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Middle Boulder Creek Coalition / MBCC
State Sales Tax Number (Required): 20151493108

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): 2478 Eldora Rd. Nederland, Co 80540

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): Lyons Formette 4121 Ute Highway Lyons, Co 80540

	NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE	Dave Hallock	5/26/1952	2478 Eldora Rd. Nederland, Co 80466	303.258.3672
5. EVENT MANAGER	Betsy Burton	2/22/1959	Box 312 Lyons, Co 80540	303.746.6266

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
[x] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
[x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [x] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
July 13, 2016	5:00 p.m.	10:00 p.m.	Sept. 21, 2016	5:00 p.m.	10:00 p.m.		.m.	.m.		.m.	.m.		.m.	.m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE: Dal H Hall | TITLE: Chair | DATE: 4/7/16

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY): Town of Lyons
[x] CITY [ ] COUNTY
TELEPHONE NUMBER OF CITY/COUNTY CLERK: 303-823-6622

SIGNATURE: | TITLE: Mayor | DATE:

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

MIDDLE BOULDER CREEK COALITION, INC.

is a

Nonprofit Corporation

formed or registered on 07/29/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151493108 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/09/2016 that have been posted, and by documents delivered to this office electronically through 06/13/2016 @ 06:11:26 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/13/2016 @ 06:11:26 in accordance with applicable law. This certificate is assigned Confirmation Number 9692765 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING *(See back for details.)*

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110 [x]	MALT, VINOUS AND SPIRITUOUS LIQUOR	$25.00 PER DAY
2170 [ ]	FERMENTED MALT BEVERAGE (3.2 Beer)	$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Growing Gardens
State Sales Tax Number (Required): 98-13490-0000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): Box 1064 Boulder, CO 80306

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): Lyons Farmette 4121 Ute Highway Lyons, CO 80540

	NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4.	PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Vanessa Keeley	7/7/75	7634 Chatham Ways Boulder, CO 8301	720 406-8786
5.	EVENT MANAGER: Betsy Burton	2/22/1959	4121 Ute Highway Box 312 Lyons, CO 80540	303.746.6266

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
[x] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
[x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [ ] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
July 20th, 2016	5:00 p.m.	10:00 p.m.	Sept. 14th, 2016	5:00 p.m.	10:00 p.m.		.m.	.m.		.m.	.m.		.m.	.m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE * [signature] TITLE Executive Director DATE 6.7.16

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY): Town of Lyons [x] CITY [ ] COUNTY
TELEPHONE NUMBER OF CITY/COUNTY CLERK: 303-823-6622
SIGNATURE
TITLE: Mayor
DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GROWING GARDENS OF BOULDER COUNTY

is a

Nonprofit Corporation

formed or registered on 01/21/1998 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19981012306 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/09/2016 that have been posted, and by documents delivered to this office electronically through 06/13/2016 @ 06:26:59 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/13/2016 @ 06:26:59 in accordance with applicable law. This certificate is assigned Confirmation Number 9692778 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110 [x]	MALT, VINOUS AND SPIRITUOUS LIQUOR	$25.00 PER DAY
2170 [ ]	FERMENTED MALT BEVERAGE (3.2 Beer)	$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Lyons Arts and Humanities Commission

State Sales Tax Number (Required): 84-6000690

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): PO Box 1916 Lyons Co 80540

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): Lyons Farmette 4121 Ute Highway Lyons, Co 80540

	NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4.	PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: C. Chrystal DeCoster	12/12/54	113 East 5th Ave Lyons Co 80540	401-301-1212
5.	EVENT MANAGER: Betsy Burton	2/22/1959	Box 312 Lyons, Co 80540	303-296-6266

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? [x] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? [x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [x] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
July 27, 2016	~~Aug 10, 2016~~			
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE	DATE
	Chair, LAHC	June 3, 2016

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY): Town of Lyons [x] CITY [ ] COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK: 303-823-6622

SIGNATURE	TITLE	DATE
	Mayor	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$

(Instructions on Reverse Size)

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING *(See back for details.)*

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB — TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

2110 [x] MALT, VINOUS AND SPIRITUOUS LIQUOR $25.00 PER DAY

2170 [ ] FERMENTED MALT BEVERAGE (3.2 Beer) $10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Southern Mutts Rescue, Inc.

State Sales Tax Number (Required): 47-1475492

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): 16700 Dakota Ridge Road, Longmont, CO 80503

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): Lyons Farmette, 4121 Ute Hwy. Box 312, Lyons, CO 80540

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Lindsay Abernethy	3/26/78	16700 Dakota Ridge Rd. Longmont, CO 80503	720-413-6749
5. EVENT MANAGER: Betsy Burton	2/22/59	Box 312 4121 Ute Hwy Lyons CO 80540	303-746-6266

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? [x] NO [ ] YES HOW MANY DAYS? ____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? [x] NO [ ] YES TO WHOM? ____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [x] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
August 3rd, 2016				
Hours From 5:00 p.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 10:00 p.m.	To .m.	To .m.	To .m.	To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE	DATE
* Lindsay C. Abernethy	President	6/10/16

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)		TELEPHONE NUMBER OF CITY/COUNTY CLERK
Town of Lyons	[x] CITY [ ] COUNTY	303-823-6622

SIGNATURE	TITLE	DATE
	Mayor	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (899)	$.

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Southern Mutts Rescue, Inc.

is a

Nonprofit Corporation

formed or registered on 07/17/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141429805 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/13/2016 that have been posted, and by documents delivered to this office electronically through 06/14/2016 @ 12:01:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/14/2016 @ 12:01:17 in accordance with applicable law. This certificate is assigned Confirmation Number 9695807 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110	[x] MALT, VINOUS AND SPIRITUOUS LIQUOR	$25.00 PER DAY
2170	[ ] FERMENTED MALT BEVERAGE (3.2 Beer)	$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Boulder County Arts Alliance
State Sales Tax Number (Required): 00781250

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)
2590 Walnut St. #9
Boulder, CO 80302

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)
Lyons Farmette
4121 Ute Highway
Lyons, CO 80540

	NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4.	PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Charlotte LaSasso	10/19/61	225 30th St. Boulder, CO	720.352.1342
5.	EVENT MANAGER " "	" "	" " "	" "

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
[x] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
[x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [x] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	Date	Hours	Date	Hours	Date	Hours	Date	Hours
Aug. 17, 2016	From 5:00 p.m. To 00 p.m.	Sept. 28, 2016	From 5:00 p.m. To 10:00 p.m.	Aug. 10	From 5:00 p.m. To 10:00 p.m.		From .m. To .m.		From .m. To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE	DATE
Betsy Buston Charles	owner/manager - Lyons Farmette	3/24/16

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)		TELEPHONE NUMBER OF CITY/COUNTY CLERK
Town of Lyons	[x] CITY [ ] COUNTY	303-823-6622

SIGNATURE	TITLE	DATE
	Mayor	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$.

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

BOULDER COUNTY ARTS ALLIANCE, INC.

is a

Nonprofit Corporation

formed or registered on 05/20/1966 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871186890 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/09/2016 that have been posted, and by documents delivered to this office electronically through 06/10/2016 @ 13:44:23 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/10/2016 @ 13:44:23 in accordance with applicable law. This certificate is assigned Confirmation Number 9691604 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110	[x] MALT, VINOUS AND SPIRITUOUS LIQUOR	$25.00 PER DAY
2170	[ ] FERMENTED MALT BEVERAGE (3.2 Beer)	$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Give Back Yoga Foundation
State Sales Tax Number (Required): 20-8667751

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): 900 Baseline Rd. 13B Boulder, Co 80304

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): Lyons Formette Box 312 4121 Ute Highway Lyons, Co 80540

	NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4.	PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Rob Schware	1/24/1952	900 Baseline Rd. 13B Bld, 80304	301-792-5352
5.	EVENT MANAGER: Beby Burton	2/22/1959	Box 312 4121	

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
[ ] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
[x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [x] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	Date	Hours	Date	Hours	Date	Hours	Date	Hours
Aug. 24, 2014	From 5:00 p.m. To 10:00 p.m.		From .m. To .m.		From .m. To .m.		From .m. To .m.		From .m. To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE	DATE
* Rob Schware	Executive Director	6-6-16

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)		TELEPHONE NUMBER OF CITY/COUNTY CLERK
Town of Lyons	[x] CITY [ ] COUNTY	303-823-6622

SIGNATURE	TITLE	DATE
	Mayor	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Give Back Yoga Foundation

is a

Nonprofit Corporation

formed or registered on 07/01/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151434072 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/09/2016 that have been posted, and by documents delivered to this office electronically through 06/13/2016 @ 06:30:56 .

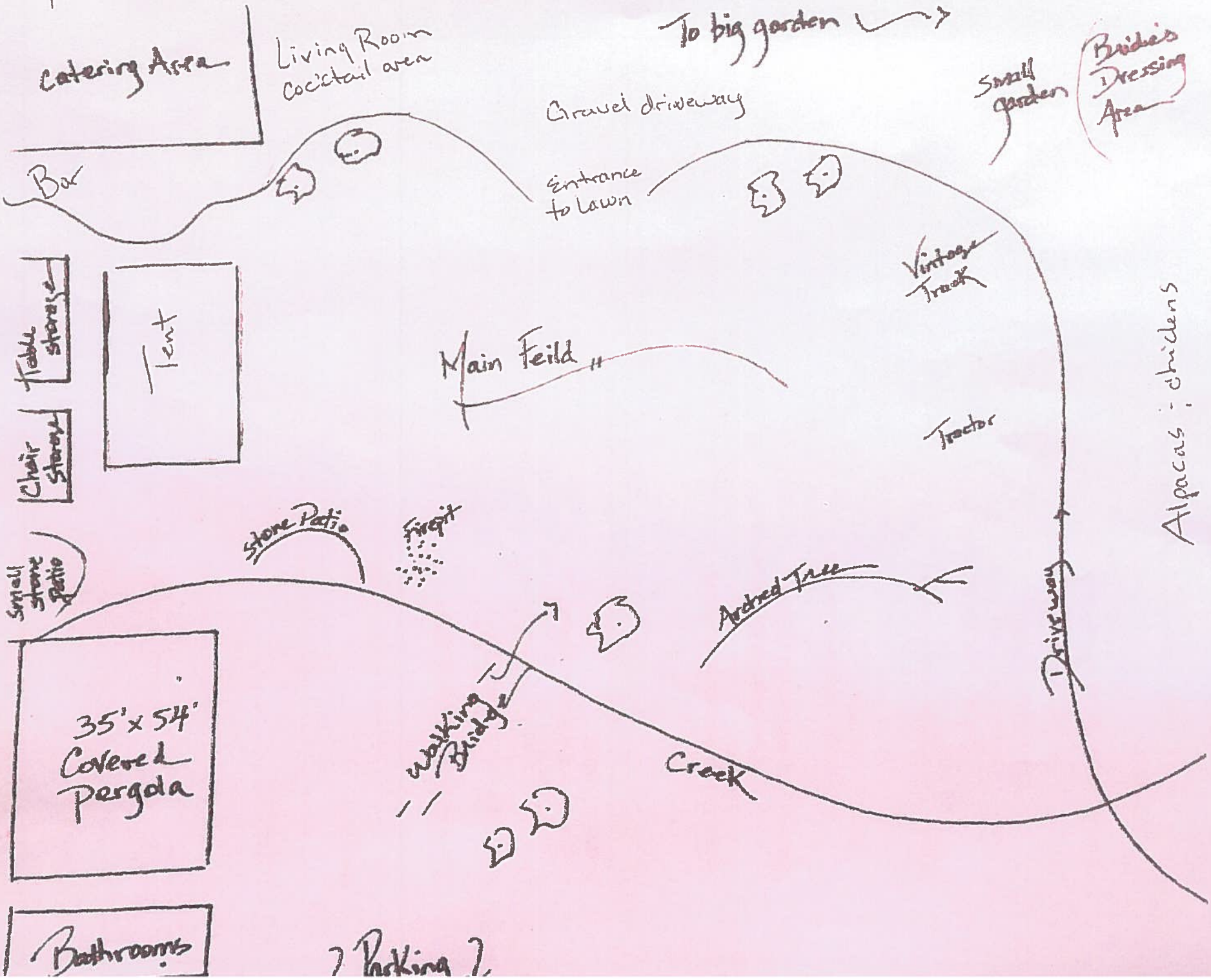
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/13/2016 @ 06:30:56 in accordance with applicable law. This certificate is assigned Confirmation Number 9692779 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Lyons Farmette — Bird's Eye View



DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110 [ ]	MALT, VINOUS AND SPIRITUOUS LIQUOR	$25.00 PER DAY
2170 [x]	FERMENTED MALT BEVERAGE (3.2 Beer)	$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Colorado Haiti Project
State Sales Tax Number (Required): 841330243

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): 908 Main St. Ste. 245, Louisville, CO 80027

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): Lyons Farmette, 4121 Ute Highway, Lyons, CO 80540

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Teresa Henry Viebauer	01-14-1957	1330 Chambers Drive, Boulder, CO 80305	303-507-4844
5. EVENT MANAGER: Betsy Burton			

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
[ ] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
[x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [x] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Aug. 31, 2016				
Hours From 5:00 p.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 10:00 p.m.	To .m.	To .m.	To .m.	To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE	DATE
	Live Music Development Coordinator	05-19-2016

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)		TELEPHONE NUMBER OF CITY/COUNTY CLERK
Town of Lyons	[x] CITY [ ] COUNTY	303-823-6622
SIGNATURE	TITLE	DATE
	Mayor	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COLORADO HAITI PROJECT, INC., A NON-PROFIT CORPORATION

is a

Nonprofit Corporation

formed or registered on 11/06/1995 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19951136308 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/09/2016 that have been posted, and by documents delivered to this office electronically through 06/13/2016 @ 06:18:52 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/13/2016 @ 06:18:52 in accordance with applicable law. This certificate is assigned Confirmation Number 9692773 .

Wayne W. Williams

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110	[x] MALT, VINOUS AND SPIRITUOUS LIQUOR	$25.00 PER DAY
2170	[ ] FERMENTED MALT BEVERAGE (3.2 Beer)	$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: PRIDE - Partners for Rural Improvement in Ethiopia
State Sales Tax Number (Required): 56-2562312

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): Box 1370, Lyons, Co 80540

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): Lyons Farmette, 4121 Ute Highway, Lyons, Co 80540

	NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4.	PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Neil Sullivan	12/28/1966	Box 1370 Lyons, Co 80540; 7 Eagle Nest Lane	303.834.2289
5.	EVENT MANAGER: Betsy Burton	2/22/1959	4121 Ute Highway Box 312 Lyons Co 80540	303.746.6266

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
[ ] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
[x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [x] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	Date	Hours	Date	Hours	Date	Hours	Date	Hours
Sept. 7, 2016	From 5:00 p.m. To 10:00 p.m.		From .m. To .m.		From .m. To .m.		From .m. To .m.		From .m. To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE	DATE
*	CO-Chairman	6/6/16

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)		TELEPHONE NUMBER OF CITY/COUNTY CLERK
Town of Lyons	[x] CITY [ ] COUNTY	303-823-6622

SIGNATURE	TITLE	DATE
	Mayor	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$.

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Partners for Rural Improvement and Development in Ethiopia, Inc.

is a

Nonprofit Corporation

formed or registered on 10/27/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051400610 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/09/2016 that have been posted, and by documents delivered to this office electronically through 06/13/2016 @ 06:24:34 .

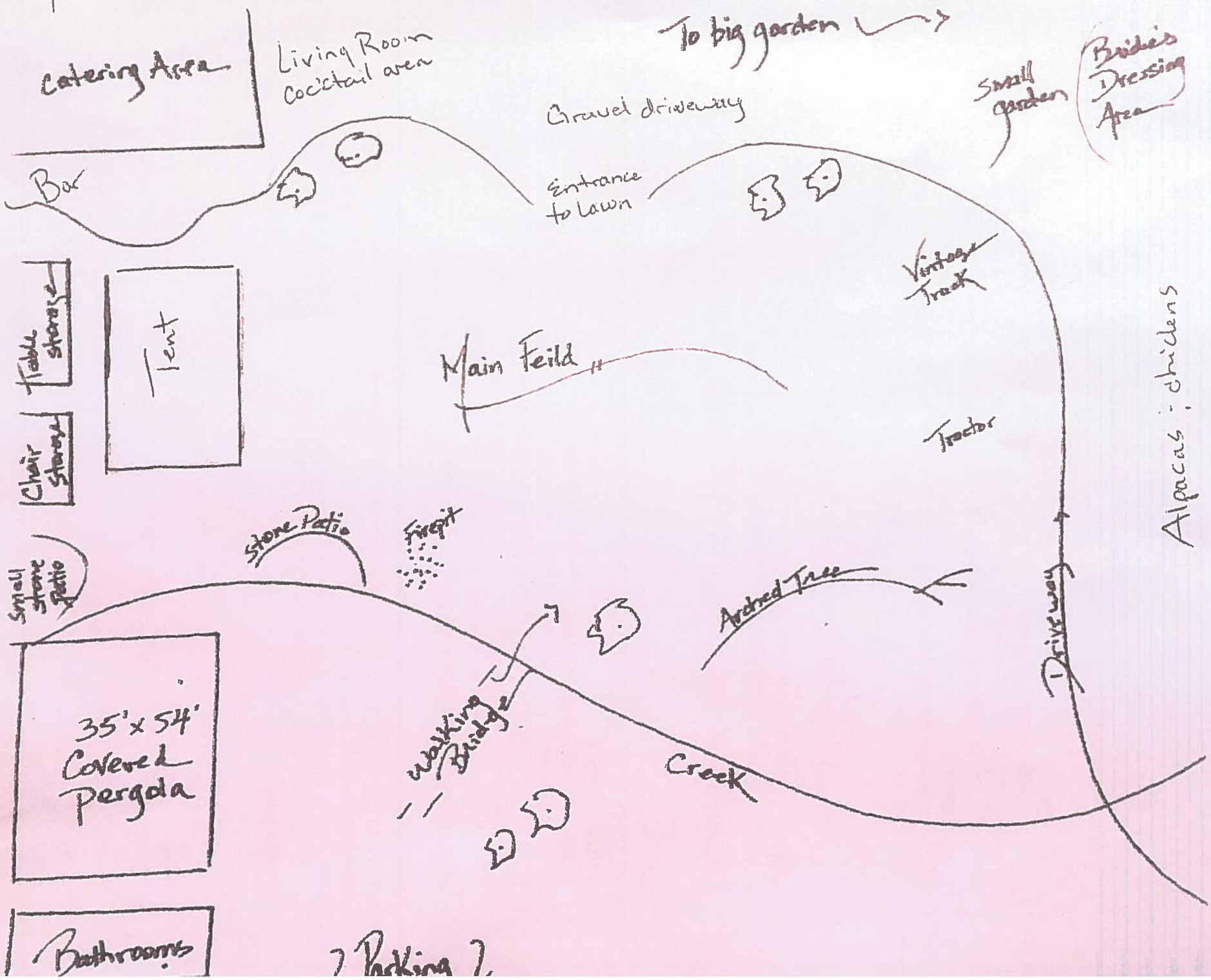
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/13/2016 @ 06:24:34 in accordance with applicable law. This certificate is assigned Confirmation Number 9692775 .

Secretary of State of the State of Colorado

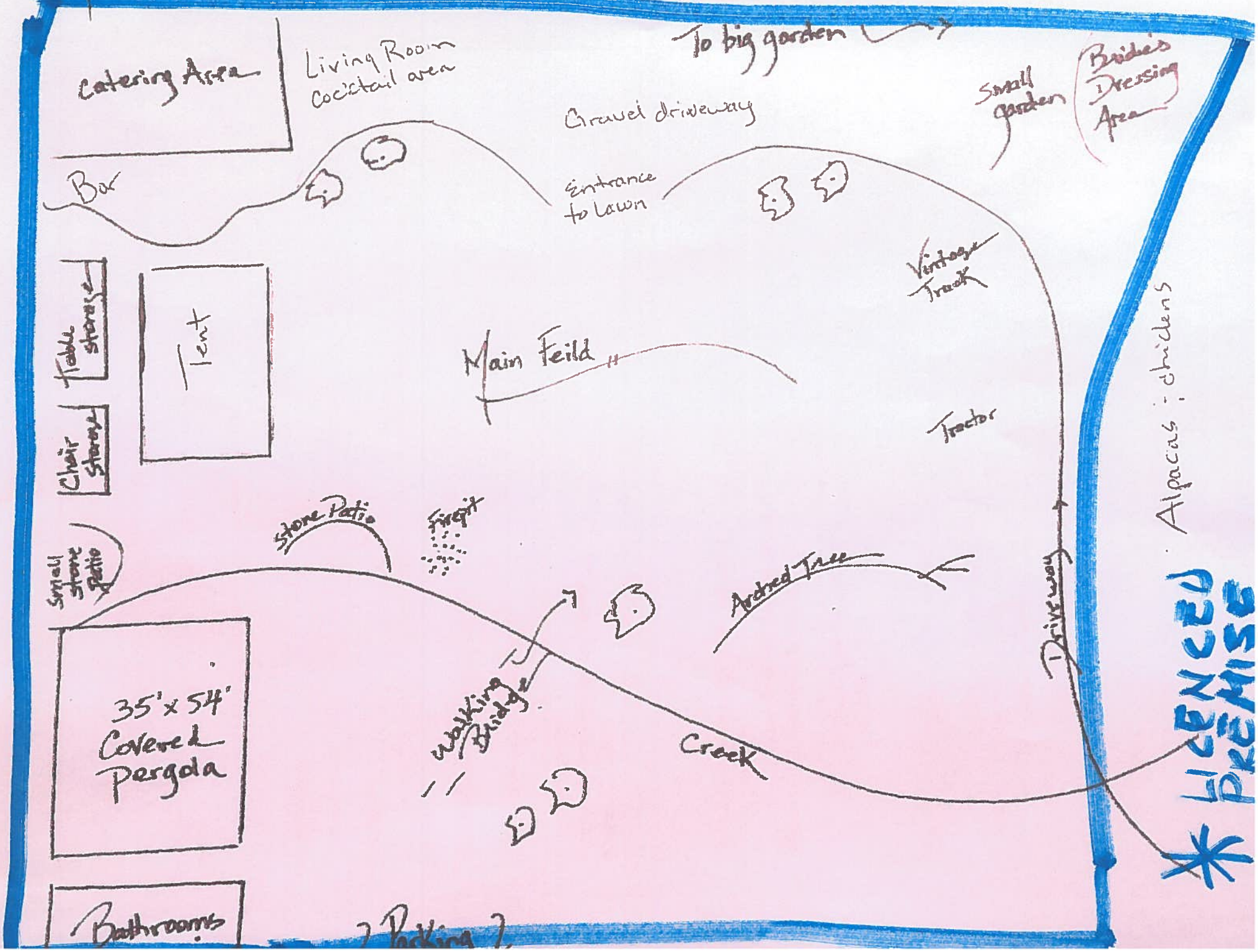
**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Lyons Farmette Birds Eye View



Lyons Farmette Birds Eye View



July 13th, 2016 ~ Middle Boulder Creek Coalition has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 08

July 20th, 2016 ~ Growing Gardens has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 09

July 27th, 2016 ~ Lyons Arts and Humanities Commission has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 10

August 3rd, 2016 ~ Southern Mutts Rescue has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 11

August 10th, 2016 ~ Boulder County Arts Alliance has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 12

August 17th, 2016 ~ Boulder County Arts Alliance has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 12

August 24th, 2016 ~ Give Back Yoga Foundation has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 13

August 31st ~ The Haiti Project has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 14

September 7th ~ PRIDE Partners for Rural Improvement and Development in Ethiopia has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 15

September 14th, 2016 ~ Growing Gardens has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 09

September 21st, 2016 ~ Middle Boulder Creek Coalition has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 08

September 28th, 2016 ~ Boulder County Arts Alliance has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 12

August 26, 2016 - Boulder County Arts Alliance has permission to serve malt, vinous and spirituous liquor at ~~River~~ Bend (501 W. Main St. Lyons, Co) in the designated mapped areas. (14)

Agenda Item No:

Meeting Date: July 5, 2016

Subject: Liquor Licensing Authority
Presenter: Jacque Watson, Deputy Town Clerk

Applicant: Boulder County Arts Alliance
Address: Arts on the River, Riverbend
501 West Main, Lyons, CO 80540

Background:

The Boulder County Arts Alliance submitted a Special Events Permit application June 15, 2016. According to the State Liquor Code, this matter should be decided before the Local Liquor Licensing Authority. The site of this event was posted June 21, 2016 and may be considered by the Authority at this time. Approval by the Board of Trustees should be contingent on the Town not receiving any objections to the application within the ten days posting period. The Clerk's Office has not received any objections to this Special Events Permit to date. This application must be in to the State within ten days of Local Authority's approval, but full approval is given by the Local Authority. The event will be held August 28, 2016 at Riverbend in conjunction with the "Arts on the River" art show.

As with previous events, the Boulder County Arts Alliance is asking the Local Liquor Licensing Authority to waive the security requirement for this event.

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
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APPLICATION FOR A SPECIAL EVENTS PERMIT

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IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- [x] SOCIAL
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- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

2110 [x] MALT, VINOUS AND SPIRITUOUS LIQUOR $25.00 PER DAY

2170 [ ] FERMENTED MALT BEVERAGE (3.2 Beer) $10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Boulder County Arts Alliance

State Sales Tax Number (Required): 00781250

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): 2590 Walnut St. # 9, Boulder, CO 80302

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): River Bend, 501 West Main, Lyons, CO 80540

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE: Charlotte LaSasso	10/19/61	2253 30th St. Boulder, CO 8	720.352.1342
5. EVENT MANAGER: Betsy Burton	2/22/59	Box 312 Lyons, CO 80540	303.746.626

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? [x] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? [x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [x] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Aug. 28, 2016				
Hours From noon .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 8:00 .m.	To .m.	To .m.	To .m.	To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE: Charlotte LaSasso | TITLE: Executive Director | DATE:

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY): Town of Lyons

[x] CITY [ ] COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK: 303-823-6622

SIGNATURE | TITLE: Mayor | DATE:

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$

(Instructions on Reverse Size)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

BOULDER COUNTY ARTS ALLIANCE, INC.

is a

Nonprofit Corporation

formed or registered on 05/20/1966 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871186890 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/13/2016 that have been posted, and by documents delivered to this office electronically through 06/14/2016 @ 13:58:44 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/14/2016 @ 13:58:44 in accordance with applicable law. This certificate is assigned Confirmation Number 9696239 .

Secretary of State of the State of Colorado

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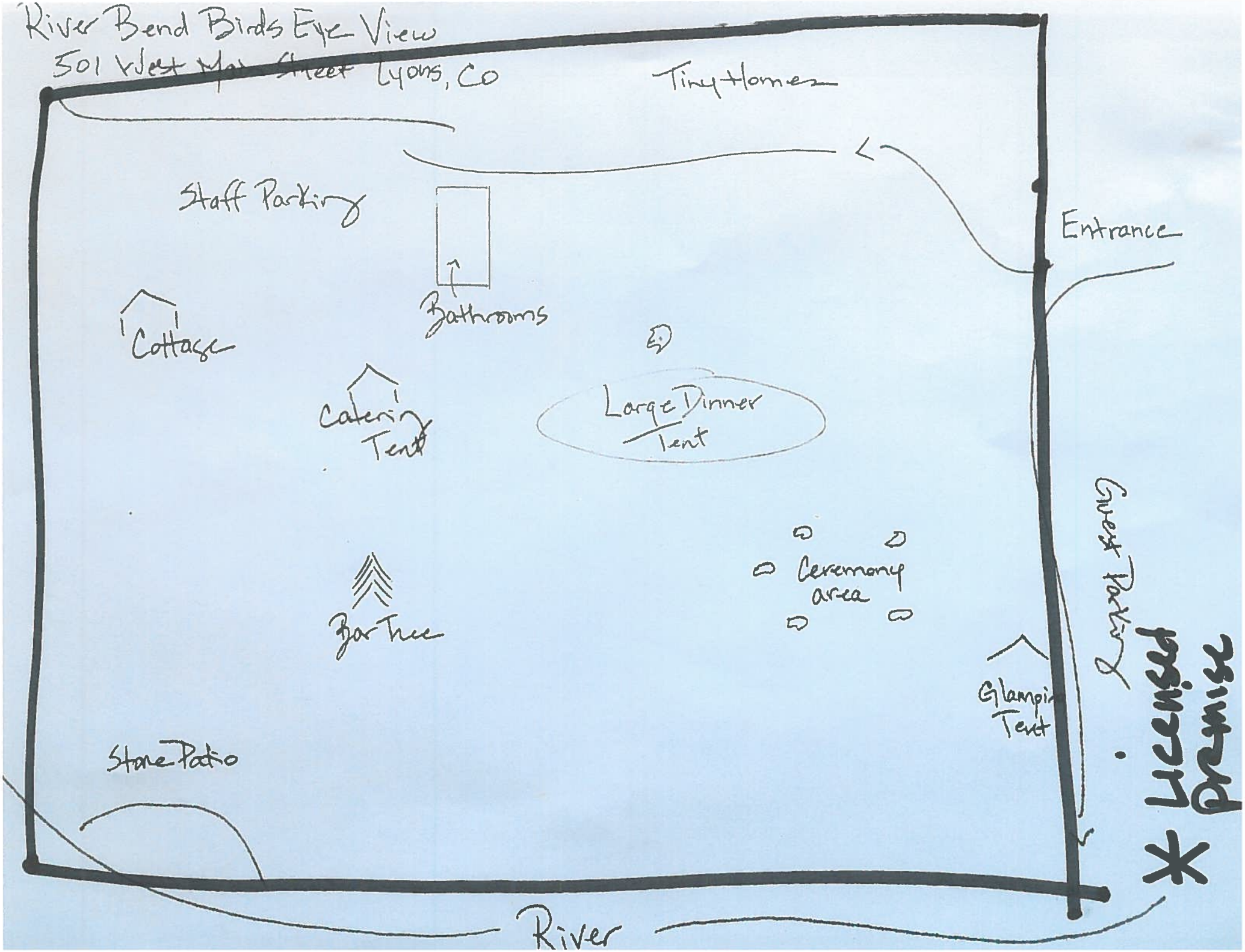

River Bend Birds Eye View
301 West Main Street Lyons, CO
Tiny Homes
Staff Parking
Entrance
Bathrooms
Cottage
Catering Tent
Large Dinner Tent
Guest Parking
Ceremony area
Bar Tree
Glamping Tent
Stone Patio
River
* Licensed Premise

September 21st, 2016 ~ Middle Boulder Creek Coalition has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 08

September 28th, 2016 ~ Boulder County Arts Alliance has permission to serve malt, vinous and spirituous liquor at the Lyons Farmette (4121 Ute Highway) in the designated mapped areas. 12

August 26, 2016 - Boulder County Arts Alliance has permission to serve malt, vinous and spirituous liquor at ~~River~~ Bend (501 W. Main St. Lyons, Co) in the designated mapped areas. (14)

TOWN OF LYONS
Board of Trustees
Monday, July 5, 2016

(Date: 6.28.16)

SUBJECT: Final Plat, Plat Amendment of Garver Minor Subdivision. .

PURPOSE: Amended Plat, re-orient lot lines and frontage together with a Variance to Minimum Lot width as per **Sec. 17-8-30.**

LOCATION: North Fourth Avenue and Garver Alley

APPLICANT: Sharon McConnell

SURVEYOR: Michael Johnson, Johnson & Assoc. Land Surveyors Inc.

CODE: Chapter 17 Subdivisions, Article 5 Plat Amendment and Article 8 Variance to Minimum Lot width as per **Sec. 17-8-30**

DEPARTMENT: Planning

Bob Joseph, AICP/ASLA

Consulting Town Planner

ACTION REQUESTED: Approval of an Amended Plat together with a Variance to the Minimum Lot Width as delineated on the plat.

PCDC RECOMMENDATION:

Approval of the amended plat and lot width variance with the following conditions:

1. The applicant receives a lot width variance from the BOT for Lots 1A and 2A as delineated on the plat.
2. A 5' wide easement on each side of the internal lot lines for drainage and a 10' general utility easement dedicated to the Public on the front and rear property lines.
3. The applicant/developer will enter into a Subdivision Improvement Agreement to secure performance for installation of the electric utility infrastructure.
4. In the event the owner of Lot 1A seeks to obtain private vehicular access over the public alley adjacent to the north the owner shall be responsible to improve the alley access as follows:
   Such alley shall be paved (asphalt) and be constructed in accordance with all applicable requirements of the Lyons Municipal Code and the *Manual of Design Criteria and Standard Specifications for the Construction of Public Improvements* (the *"Manual of Design Criteria")* as adopted by the Town at the time of construction of the alley. The paved alley shall connect with the paved portion of Forth Avenue located to the west of the Garver Minor Subdivision. Such alley shall not be deemed complete until accepted in writing by the Town Administrator. Prior to acceptance of the alley by the Town Administrator, the Owner shall provide to the Town at the Owner's cost and expense the Owner's sworn affidavit and documentary evidence that there exist no lien or encumbrance upon or against the alley resulting from unpaid amounts owning to contractors, subcontractors, material persons, or any other persons involved or engaged in the construction or installation of the alley. The Owner shall promptly remedy at the Owner's cost and expense any condition or conditions that prevent the Town from accepting the dedication of the alley free and clear of liens or encumbrances. Such alley shall be deemed accepted, dedicated, and conveyed at no cost to the Town upon the Town Administrator's written confirmation to the Owner that the alley is accepted by the Town as meeting all applicable requirements of the Lyons Municipal Code and the *Manual of Design Criteria.*

Action:

Recommended Motions:

 # 1 . I move to accept the staff findings as set forth in the Staff report and further move to approval of the requested lot width variance as delineated on the plat.

 # 2 . I move to accept the staff findings as set forth in the Staff report and further move to recommend approval of the requested plat amendment with the following conditions: (as listed above)

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

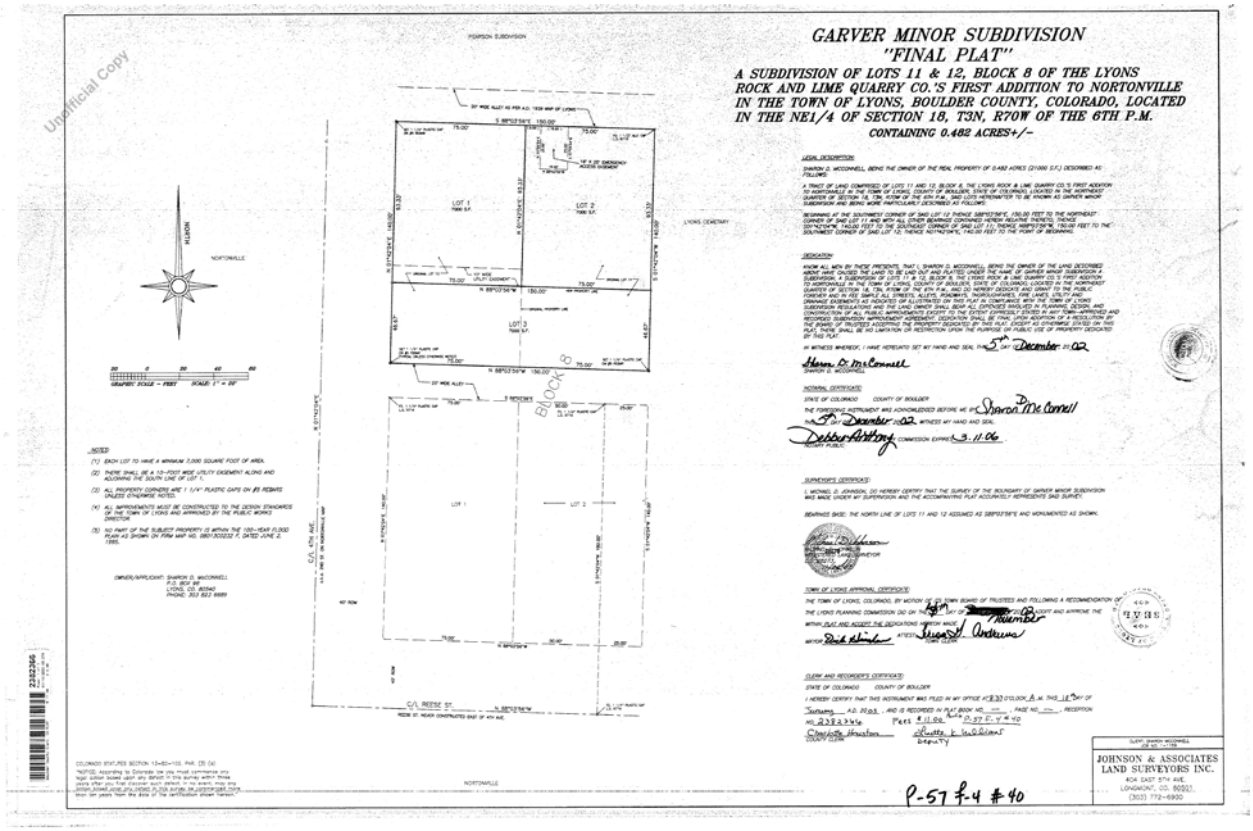
Location: 4th Ave. and Garver Alley and McCall Alley

Existing lot configuration

Proposed lot configuration

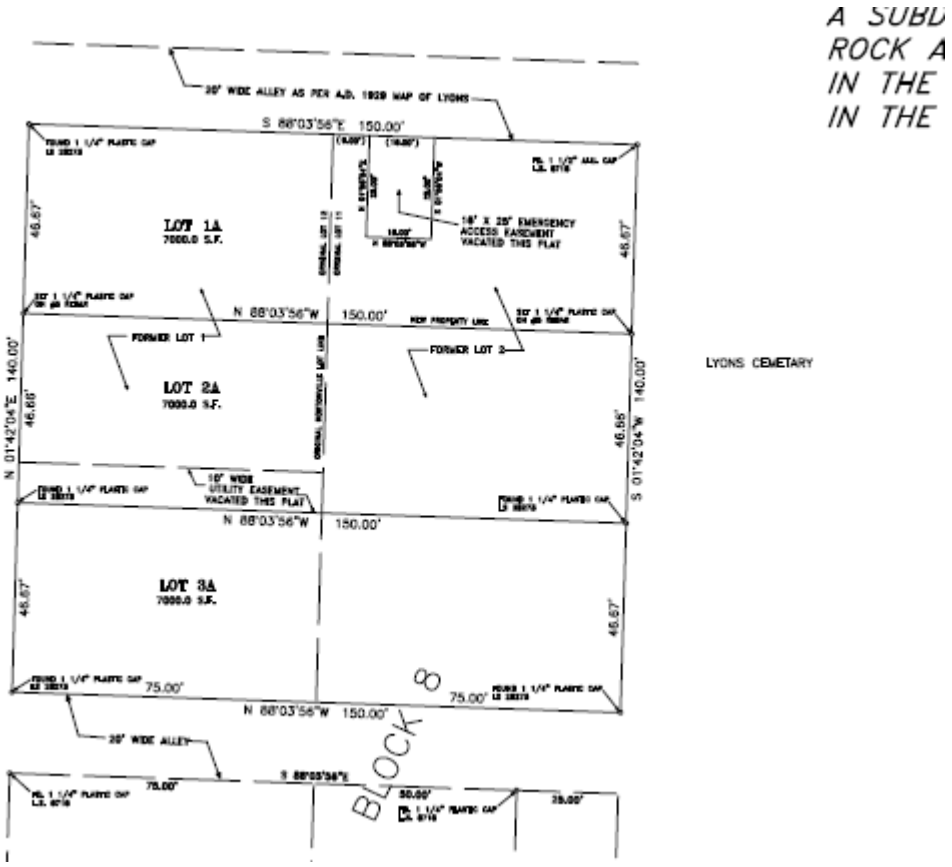
Background Information:

In 2002 the Town approved a minor subdivision of two existing lots on 4th Ave. and Garver Alley into three lots known as the Garver Minor Subdivison (see plat image below), together with a lot width variance for Lot 3.

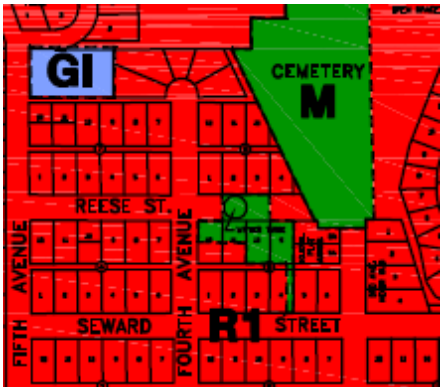


The two northerly lots (1&2) of the three resulting lots were then vacant, and they remain vacant today. The southerly lot (3) contains a residence. The 2002 minor subdivision provided for vehicular access to the two northerly lots from an unimproved alley adjacent to the north property lines. The developer/owner at that time, Sharon McConnell, was to improve the alley to provide this access. Since then current owner of all three lots, Ms. McConnell, has decided to re-orient the two northerly lots to front instead on Fourth Ave. on the west (see image below). The approval of this proposed amended plat would accomplish this. Approval of this proposed plat amendment would not create any additional lots or building sites. The PCDC held a Public Hearing on this Lot Width Variance request and the Amended Plat on 6/27/16 and acted at that time to recommend approval of both with the conditions as set forth in this staff report.

Proposed lot configuration:



Existing Zoning Map:



Comprehensive Plan Designation: Single Family Residential

Existing Conditions:

Existing Zoning: R1
Existing Use: Single Family Residential and Vacant

Adjacent Land-Use/Zoning:

	ZONING	LAND USE
NORTH	R1	Single Family Residential
SOUTH	R1	Single Family Residential
EAST	M	Cemetery
WEST	R1	Single Family Residential

STAFF ANALYSIS AND FINDINGS:

Compliance with Town Standards:

(1) The proposed amendment meets or satisfies all applicable requirements of Chapter 16 and 17.

Staff finding: complies, except for lot width.

(2) The proposed subdivision conforms to all applicable requirements for the zone district in which the property is located, including but not limited to requirements for setbacks, height, floor and lot areas and minimum lot sizes.

(a) Minimum lot area: seven thousand (7,000) square feet. *Staff finding: complies*

(b) Minimum lot width:
i. Fifty (50) feet (interior lot). *Staff finding: does not comply @ 46.7 ft.*
ii. Sixty (60) feet (corner lot). *Staff finding: not applicable, assuming alleys do not create corner lots.*
(c) Minimum lot depth: fifty (50) feet. *Staff finding: complies*

(3) The proposed subdivision substantially conforms to all other applicable requirements of this Code and all regulations promulgated by the Town. *Staff finding: complies*

(4) The proposed subdivision substantially conforms to the goals and policies of the Comprehensive Plan, to the extent that such goals and policies do not conflict with provisions or requirements of this Code and to the extent that such goals and policies set forth requirements which are sufficiently specific to permit the Planning and Community Development Commission or Board of Trustees to decide that such subdivision meets or fails to meet such goal or policy. *Staff finding: complies*

(5) The proposed amendment would not cause significant hardship or inconvenience for adjacent or neighboring landowners or tenants. *Staff finding: complies*

(6) The proposed amendment would not be likely to prove detrimental to the public health, safety or welfare of Town residents. *Staff finding: complies*

Staff comment:

Staff finds this application in substantial compliance with as outlined above. Approval of this amended plat requires concurrent granting of a variance by the BOA of the 50 ft. minimum lot width to accept the 46.7 ft. lot widths as proposed. Staff finds that there are grading difficulties associated with the construction of the alley access as originally proposed in 2002, and staff finds that the construction of alley access would not provide any wider public benefit.

Fire Chief Hoffman notes that if there is any access to the East end of the property

towards the cemetery through the alley North of lot 1 A; then an emergency turn around will still be required. Since this may not happen staff recommends this be dealt with at the time building permits are applied for on the vacant lots.

By:

_____

Bob Joseph,

AICP/ASLA

Consulting Planner

Town of Lyons

N Line Electric, LLC
14293 Longs Peak Court, Longmont, CO 80504
303-702-1147 FAX 866-510-3919

April 6th, 2016

Town of Lyons
Attn: Kyle Miller

RE: 1000 Block of 4th Ave. (2 lots)

Kyle:

NLine Electric LLC submits this Quote for the installation of (1) 25kva Pad Mount Transformer and Primary circuit as per the flowing Scope of Work.

Scope:

NLine to Furnish & Install (1) 25kva 7620//120/240v Pad Mount Transformer w/Fiberglass Sleeve.
(Location to be between both lots at East end of property)

NLine to Furnish and Install 150' of #2 Primary feed from existing pole on South alley easement.

NLine to Furnish and Install 125' 2" PVC S-40 raceway, 2" U-Guard, 100 amp cutout and Arrestor.
(Trenching and Backfill by Town of Lyons)

(Secondary Conductor and Raceway and meter housing furnished and installed by others).

Town of Lyons Investment for this Project will be>..... $ 6,388.00

Thank You for this opportunity to assist you with your electrical needs should you have any questions please call me at 303.902.0704.

Accepted By: _____
Date: _____/_____/_____

Sincerely

Rodger L. Steinke

Town Engineer Comments:

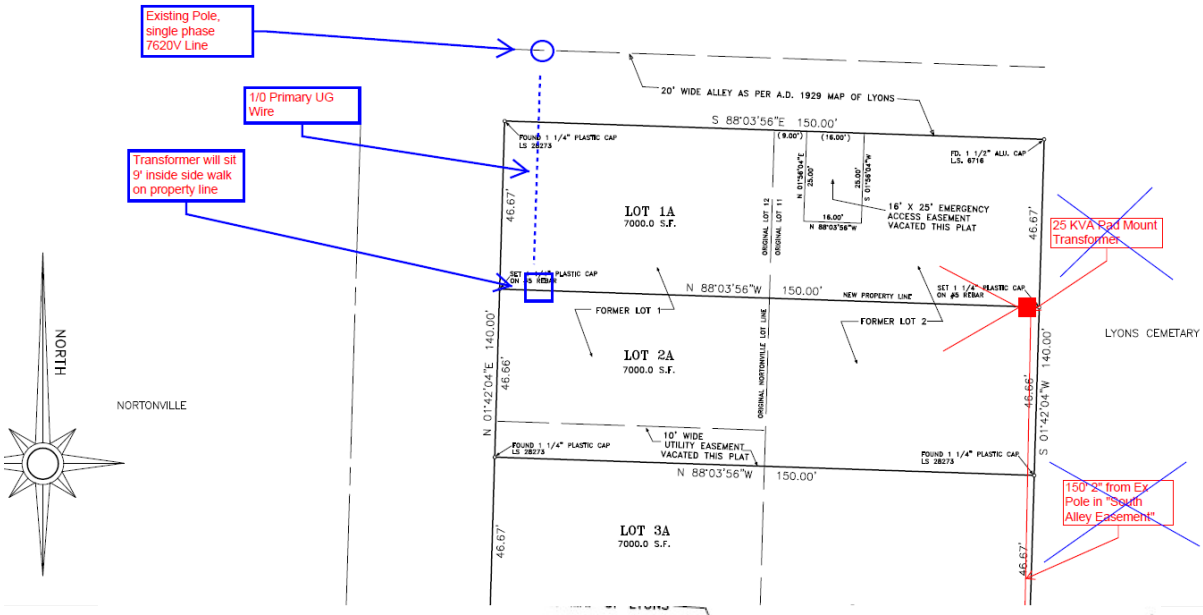
I cannot tell for sure, but it sounds to me the scope may require these type of easements. (See my interpretation of their scope on the plat attached).
Thinking gas will be in front. It's likely already in the road, but sometime in the future if it gets replaced, it would go to the edge of the right of way and maybe on the front of the lots.
Wondering if the side yard lines need drainage easements too?

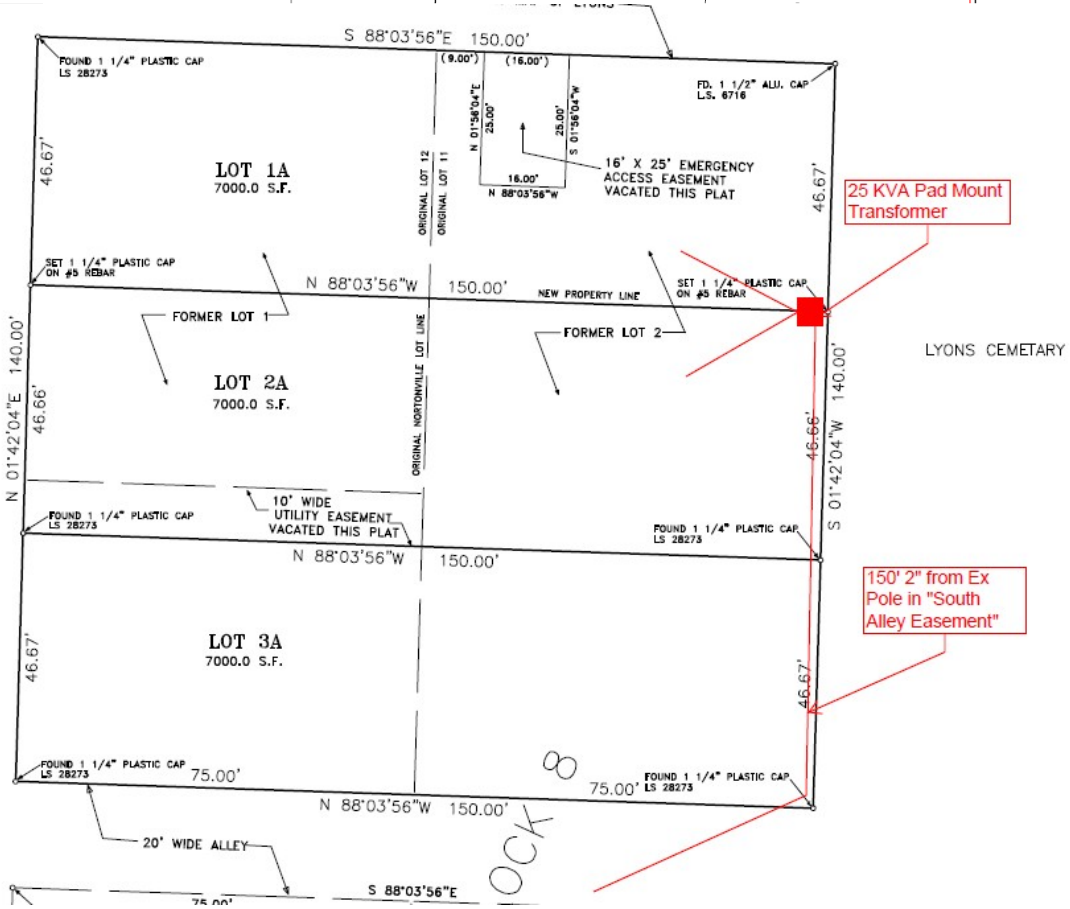
Are they asking for setback reductions? If not, wouldn't a 5' easement on each side of the PL for drainage and maybe a 6' along rear/front for other dry utilities be appropriate?

See attached e-mail from Deb with the Electric Scope (and also the e-mail from you with attention to me, but not sent to me).

Thanks

Jim Blankenship, P.E.
jim@jlbcivil.com
303-604-1634





TOWN OF LYONS

SUBDIVISION IMPROVEMENT AGREEMENT AND GRANT OF PERMANENT AND EXCLUSIVE EMERGENCY ACCESS EASEMENT

GARVER MINOR SUBDIVISION

THIS SUBDIVISION IMPROVEMENT AGREEMENT AND GRANT OF PERMANENT AND EXCLUSIVE EMERGENCY ACCESS EASEMENT ("Agreement") is entered into and made between **SHARON D. McCONNELL**, whose mailing address is P.O. Box 96, Lyons, Colorado 80540, (hereinafter referred to as the "Owner"), and the **TOWN OF LYONS, COLORADO**, a Colorado municipal corporation whose address is 432 Fifth Avenue, Lyons, Colorado 80540, (hereinafter referred to as the "Town" or "Lyons"). The Owner and the Town shall collectively be referred to as the "Parties."

This Agreement shall be effective upon the date of execution of the Agreement by both Parties as shown on the signature page below (hereinafter, the "Effective Date").

RECITALS AND REPRESENTATIONS:

WHEREAS, the Owner represents that she is the sole owner of the following described property:

> Lots 11 and 12, Block 8, The Lyons Rock and Quarry Co.'s First Addition to Nortonville, Town of Lyons, County of Boulder, State of Colorado.

hereinafter referred to as the "Property."

WHEREAS, the Owner is planning the division of the Property into three lots and the Owner's plans may require the construction, installation, and/or improvement of sanitary sewer extensions, water line extensions, public alley, and other public facilities and improvements necessary to serve the proposed development of the lots.

WHEREAS, the Owner submitted to the Town for approval a minor plat entitled "Garver Minor Subdivision" and supporting documentation. The Garver Minor Subdivision plat, as approved by the Town, is incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement.

WHEREAS, the Garver Minor Subdivision plat has been reviewed in accordance with Title 10 of the Lyons Municipal Code and found by the Board of Trustees to generally or substantially conform to the applicable requirements. The Board of Trustees conditionally approved the Garver Minor Subdivision subject to a condition that the

Owner apply for and obtain from the Town of Lyons Board of Adjustment a variance to the minimum lot width for Lot 3 of the Garver Minor Subdivision, that the Owner dedicate a permanent exclusive emergency access easement within Lot 2, and that the Owner execute this Subdivision Improvement Agreement memorializing the requirements and obligations of the Owner and the Town regarding the minor subdivision.

WHEREAS, the Board of Trustees' conditional approval of the Garver Minor Subdivision included express authorization for the Town Administrator to execute this Agreement upon satisfaction of the Owner of the conditions of approval of the minor plat.

WHEREAS, the Owner applied for and obtained from the Board of Adjustment a variance to the minimum lot width for Lot 3 of the Garver Minor Subdivision so as to authorize the lot width proposed for Lot 3 on the minor plat.

WHEREAS, with the execution of this Agreement, the Owner has complied with all conditions of approval of the Garver Minor Subdivision imposed by the Board of Trustees.

WHEREAS, it is the intent of this Agreement that the Owner shall be responsible for and shall pay all costs and expenses associated with the proposed development and improvement of the Garver Minor Subdivision and that the Town shall only be obligated for payment of those costs and expenses which are specifically set forth as obligations of the Town in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, the approval by the Town of Lyons of the Garver Minor Subdivision, and other good and valuable considerations, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1.0 DELIVERY OF MINOR PLAT. It is the Owner's obligation to prepare and submit to the Town Clerk the Garver Minor Subdivision plat in a form and upon material acceptable for recordation by the Boulder County Clerk and Recorder. The Owner shall, upon the execution of this Agreement, immediately deliver to the Town Clerk the original plat of the Garver Minor Subdivision, containing all necessary signatures other than those of the Town's or Boulder County's officials and employees. The Owner shall also deliver to the Town Clerk an amount equal to $11.00 per sheet of the minor plat and $5.00 per page of this Agreement and per page of any other document to be recorded as part of the Garver Minor Subdivision approval to cover recordation costs.

2.0 CONSTRUCTION OF ALLEY. Prior to the issuance of any building permit for any lot within the Garver Minor Subdivision, the Owner shall cause to be constructed at the Owner's cost and expense a public alley within the existing public right-of-way adjacent to the northern boundary of Lot 1 and Lot 2 of the

Garver Minor Subdivision. Such alley shall be paved (asphalt) and be constructed in accordance with all applicable requirements of the Lyons Municipal Code and the *Manual of Design Criteria and Standard Specifications for the Construction of Public Improvements* (the "*Manual of Design Criteria*") as adopted by the Town at the time of construction of the alley. The paved alley shall connect with the paved portion of Forth Avenue located to the west of the Garver Minor Subdivision and shall terminate at a line extending northerly from the eastern edge or boundary of the Garver Minor Subdivision. The eastern edge or boundary of the alley is illustrated in Exhibit A. Such alley shall not be deemed complete until accepted in writing by the Town Administrator. Prior to acceptance of the alley by the Town Administrator, the Owner shall provide to the Town at the Owner's cost and expense the Owner's sworn affidavit and documentary evidence that there exist no lien or encumbrance upon or against the alley resulting from unpaid amounts owning to contractors, subcontractors, material persons, or any other persons involved or engaged in the construction or installation of the alley. The Owner shall promptly remedy at the Owner's cost and expense any condition or conditions that prevent the Town from accepting the dedication of the alley free and clear of liens or encumbrances. Such alley shall be deemed accepted, dedicated, and conveyed at no cost to the Town upon the Town Administrator's written confirmation to the Owner that the alley is accepted by the Town as meeting all applicable requirements of the Lyons Municipal Code and the *Manual of Design Criteria*.

3.0 EMERGENCY ACCESS EASEMENT WITHIN LOT 2. The Owner hereby conveys to the Town of Lyons, for the benefit of the Town and all emergency service providers such as but not limited to public law enforcement, fire protection district, and emergency medical services, a permanent and exclusive easement for emergency vehicle access over, through, and across that 16 foot by 25 foot portion of Lot 2 of the Garver Minor Subdivision generally depicted on the attached Exhibit A and as more specifically identified on the recorded subdivision plat for the Garver Minor Subdivision. No vehicle, equipment, construction materials, goods, or other obstruction shall be parked, stored, maintained, or otherwise placed within the easement area at any time and such easement area shall remain accessible at all times for emergency vehicle ingress, egress, turnaround, and parking; provided, however, that:

(A) The owner of Lot 2 may install an at-grade driveway within the easement area subject to the prohibition on the parking, storage, maintenance, or placement of vehicles, equipment, construction materials, goods, or other obstructions as provided by this section; and

(B) The owner of Lot 2 may plant flowers, bushes, shrubs, and other similar plant materials not exceeding thirty-six (36) inches in height within the easement area. In the event such flowers, bushes, shrubs, and other similar plant materials planted within the easement area are damaged or destroyed as the result of emergency vehicle ingress, egress, or parking within the easement area, the owner shall assume and bear the risk of

loss and damage resulting from such use of the easement area and shall hold the emergency service provider harmless for such damage or destruction.

The Town may, at its discretion, perform such improvement or maintenance within the easement area as may be desirable or necessary to permit emergency access. The Owner of Lot 2 shall maintain the easement area in a condition suitable for emergency access as provided by this section.

4.0 REMOVAL OF PRIVATE PROPERTY FROM ALLEY RIGHT-OF-WAY. Prior to the issuance of any building permit for any lot within the Garver Minor Subdivision, the Owner shall cause the existing barn and any other structure, building, fence, material, goods, or item located within the existing public right-of-way adjacent to the northern boundary of Lot 1 and Lot 2 of the Garver Minor Subdivision to be removed at the Owner's cost and expense. It is the intent of this Agreement that the Owner shall remove and clear all private or personal property from the existing public right-of-way in order that such right-of-way may be made available for improvement.

5.0 OCCUPANCY OF FOURTH AVENUE RIGHT-OF-WAY. The Parties understand and acknowledge that the Owner or the Owner's predecessors-in-interest have occupied portions of the Town-owned Fourth Avenue right-of-way located to the west of the Garver Minor Subdivision. Such occupancy includes a fence located within the Fourth Avenue right-of-way but outside of the paved and traveled portions of Fourth Avenue. The Town hereby consents to the temporary and continued occupancy of the Fourth Avenue right-of-way as such occupancy exists upon the Effective Date of this Agreement; provided that any continued occupancy after April 15, 2003, shall require that the Owner apply for, execute, and obtain the Board of Trustees' approval of a revocable encroachment license in a form approved by the Board of Trustees. The Parties understand and acknowledge that the granting of a revocable encroachment license is a discretionary action of the Board and that nothing in this Agreement shall be construed or imply that approval of a license shall be granted by the Town to the Owner.

6.0 DEDICATION OF RAW WATER. The Owner has offered, and the Town accepted, the dedication at no cost or expense to the Town a total of one (1) unit of Colorado-Big Thompson Project water. Such units are referred to as "CBT water." The water rights dedication shall be made by the Owner prior to issuance of a building permit for any lot within the Garver Minor Subdivision. Dedication shall be deemed to have been made upon execution and submittal by the Owner of all transfer documents required by Northern Colorado Water Conservancy District to the Town and the expiration of five (5) business days following such submittal to permit the Town to confirm with NCWCD that the submittal meets all NCWCD requirements. Any such transfer documents requiring the Town's approval or execution to complete the transfer and accept dedication consistent with this section shall be so approved or executed and

submitted to NCWCD within such five day period or, where approval or execution of transfer documents requires action by the Board of Trustees, within 24 hours following such Board action. The Parties understand and acknowledge that the dedication of water pursuant to this paragraph is based on the development of each lot within the Garver Minor Subdivision for a single residential dwelling unit and that such a residential unit will require a 3/4 inch water tap (maximum annual metered use of 270,000 gallons). Use of any lot within the Garver Minor Subdivision for purposes other than a single residential dwelling unit and a 3/4 inch water tap may require additional dedication of water in accordance with Title 10, Chapter 16 of the Lyons Municipal Code, as it may be amended. Absent conformance with additional water dedication requirements pursuant to the Municipal Code, any obligation of the Town to provide water to any lot within Garver Minor Subdivision is limited to a 3/4 inch tap and a maximum annual metered use of 270,000 gallons.

7.0 PAYMENT OF TAP FEES. The Owner acknowledges that development of Lots 2 and 3 of the Garver Minor Subdivision shall require the payment of water and wastewater connection or "tap" fees as such fees may be established and imposed by ordinance of the Town of Lyons at the time of connection or "tap" issuance.

8.0 COMPLIANCE WITH LAWS; PAYMENT OF FEES AND CHARGES. The Owner shall comply with all applicable ordinances, rules, and regulations of the Town. The Owner shall pay any applicable fees and other charges in a timely manner as required by applicable ordinances, rules, and regulations of the Town. In addition to any other remedy available to the Town, the Town may withhold and deny issuance of any building permit or other permit or approval until all due and outstanding fees are paid by the Owner.

9.0 FORM OF PAYMENT OF ALL FEES AND CHARGES. Unless otherwise agreed to by the Town Administrator on a case by case basis, the Owner's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check, or cash delivered to the Town of Lyons, 432 Fifth Avenue, Lyons, Colorado 80540.

10.0 CONTRACTOR LICENSING. Before proceeding with any of the work contemplated herein and if required by Town ordinance, the Owner shall ensure that all contractors and/or subcontractors employed by the Owner shall be licensed with and/or registered with by the Town before the contractor and/or subcontractor may commence work on any of the improvements contemplated herein; provided, however, that any contractor who holds a valid contractor's license from another Colorado municipality and who meets all requirements for registration and issuance of a license from the Town of Lyons shall not be arbitrarily refused registration and/or licensing.

11.0 CONSTRUCTION STANDARDS. Except as otherwise provided by this Agreement, the Lyons Municipal Code, Zoning Ordinance, Subdivision Regulations, and the *Manual of Design Criteria and Standard Specifications for the Construction of Public Improvements*, all as enacted and adopted by the Town of Lyons, are made applicable to Garver Minor Subdivision.

12.0 WAIVER. 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. The Town may waive obligations of the Owner imposed by this Agreement where such waiver will directly serve the health, safety, and welfare of the public; provided that no waiver shall be effective unless in writing signed by the Mayor or Mayor Pro Tem following approval of the Board of Trustees. The Parties understand and agree that nothing contained in the Final Plat is intended to waive or modify any applicable provision of state or local law. The Owner specifically understands that, absent authority expressly granted by this Agreement, no Town employee, including the Town Administrator, Town Attorney, or Town Engineer, may waive any requirement of the Municipal Code or this Agreement.

13.0 NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town of Lyons, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

14.0 BINDING EFFECT. The Parties hereto agree that this Subdivider's Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the described property. To the extent permitted by law, the Owner and all future successors, heirs, legal representatives, and assigns of the Owner shall be jointly and severally responsible for all terms, conditions, and obligations set forth in this Agreement.

15.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and Owner, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the Town and Owner that any person other than the Town or Owner receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16.0 GOVERNING LAW, VENUE, AND ENFORCEMENT. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from

this Agreement shall lie with any appropriate court within Boulder County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance. In addition to any other available remedies, it is understood and agreed that the Town may, at its sole discretion, withhold or refuse to issue any permits requested by the Owner, including but not limited to building permits for any lot within Garver Minor Subdivision in the event of a breach of this Agreement by the Owner. Nothing herein shall be construed as authorization to deny the issuance of a certificate of occupancy for a residential structure after a building permit for construction has been issued for such structure and all conditions for issuance of a certificate of occupancy have been met.

17.0 ATTORNEYS' FEES. If the Owner breaches this Agreement, the Owner shall pay the Town its reasonable costs and attorneys' fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

18.0 ASSIGNMENT AND RELEASE. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Owner without the express written consent of the Town of Lyons. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the Town Board of Trustees. No assignment shall release the Owner from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Owner, the Town may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Owner to provide to the Town written evidence of financial or other ability or capability to meet the particular duty, obligation, or responsibility being assumed by the party.

19.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

20.0 SEVERABILITY. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

21.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings pertaining to Garver Minor Subdivision. This Agreement may be amended only by an instrument in writing signed by the Parties.

22.0 INCORPORATION OF EXHIBITS. Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement

for all purposes. Construction documentation referenced herein is a public record on file and available for review at the Town of Lyons, Town Hall, 432 Fifth Avenue, Lyons, Colorado.

23.0 REVIEW OF REFERENCED DOCUMENTS. The Owner hereby understands and acknowledges that the public documents referenced in this Agreement, including but not limited to the Lyons Municipal Code, Zoning Ordinance, Subdivision Regulations, the *Manual of Design Criteria and Standard Specifications for the Construction of Public Improvements*, and engineering specifications were prior to the execution of this Agreement, and are presently, available for review and inspection at the Lyons Town Hall, 432 Fifth Avenue, Lyons, Colorado during regular business hours. The Owner has reviewed such documentation, or elected not to review such documentation, prior to execution of this Agreement.

24.0 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 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 above, or at such other address as has 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.

The remainder of this page is left intentionally blank.

TOWN OF LYONS, a Colorado municipal corporation

By: Gary Cinnamon
Gary Cinnamon, Town Administrator
as authorized by the Board of Trustees for the Town of Lyons

Date: Jan. 8 2003 ~~, 2002~~

ATTEST:

By: Debra K Anthony
Debra K. Anthony, Town Clerk/Treasurer

OWNER/DEVELOPER

SHARON D. McCONNELL

By: Sharon D McConnell

Date: 12/31/02, 2002

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

Acknowledged before me this 31st day of December 2002, by Sharon D. McConnell.

My Commission Expires: 11-05-05

Emma Joan Brown
Notary

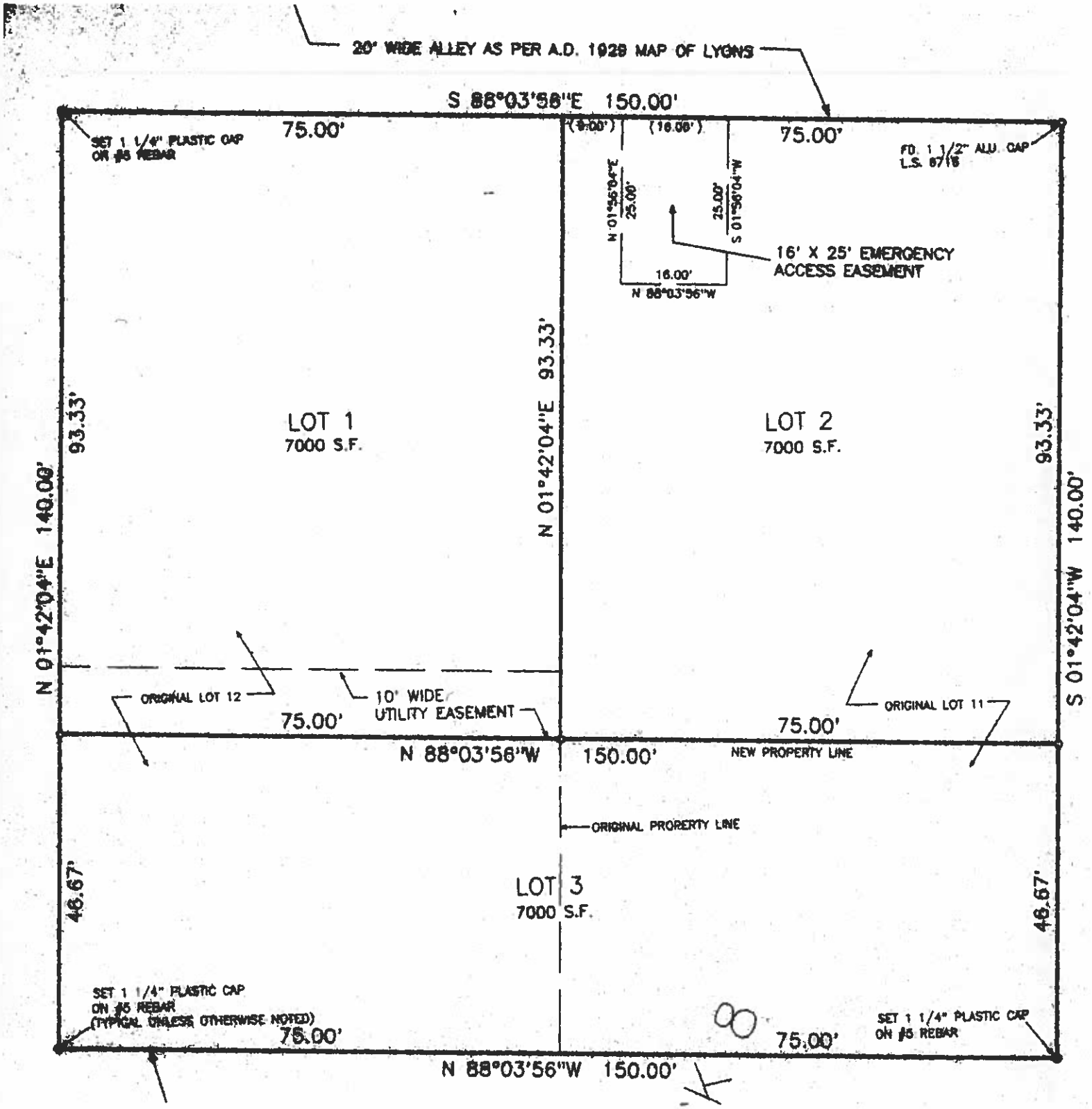
[S E A L]

EXHIBIT A
DESCRIPTION OF EMERGENCY ACCESS EASEMENT

General Description: A 16 foot by 25 foot area located adjacent to the northernmost boundary of Lot 2, Garver Minor Subdivision, as such Subdivision Plat is recorded contemporaneously with this Subdivision Improvement Agreement. Refer to the recorded Subdivision Plat for exact distances and scale:

EXHIBIT A
DESCRIPTION OF EMERGENCY ACCESS EASEMENT

General Description: A 16 foot by 25 foot area located adjacent to the northernmost boundary of Lot 2, Garver Minor Subdivision, as such Subdivision Plat is recorded contemporaneously with this Subdivision Improvement Agreement. Refer to the recorded Subdivision Plat for exact distances and scale:



TOWN OF LYONS, COLORADO
RESOLUTION NO. 2016-54

A RESOLUTION APPROVING AN APPLICATION FOR A PLAT AMENDMENT OF THE GARVER MINOR SUBDIVISION FINAL PLAT, A SUBDIVISION OF LOTS 11 AND 12, BLOCK 8 OF THE LYONS ROCK AND LIME QUARRY CO.'S FIRST ADDITION TO NORTONVILLE IN THE TOWN OF LYONS, COLORADO, AND APPROVING AN APPLICATION FOR A VARIANCE TO SUBDIVISION REGULATIONS PURSUANT TO CHAPTER 17, ARTICLE 8 OF THE LYONS MUNICIPAL CODE

WHEREAS, the Town of Lyons is authorized pursuant to Title 31, Article 23, C.R.S. and Chapter 17 of the Lyons Municipal Code to regulate the subdivision of land; and

WHEREAS, the applicant, Sharon McConnell ("Applicant"), submitted to the Town an application for a plat amendment for the Garver Minor Subdivision Final Plat, a Subdivision of Lots 11 and 12, Block 8 of the Lyons Rock and Lime Quarry Co.'s First Addition to Nortonville in the Town of Lyons, Boulder County, Colorado, located in the NE ¼ of Section 18, T3N, R7OW of the 6th PM containing .482 acres +/- ("Garver Minor Subdivision Final Plat"); and

WHEREAS, the minimum lot width in the R-1 Zone District is fifty (50) feet, and Applicant's proposed plat amendment seeks to reconfigure Lots 1A and 2A such that those lots will be forty-six and seven-tenths (47.6) feet wide; and

WHEREAS, Section 17-5-60 of the Lyons Municipal Code requires that plat amendment approvals must rest in part upon a finding that the proposed plat amendment conforms to all applicable requirements for the zone district in which the subject property is located; and

WHEREAS, pursuant to Chapter 17, Article 8 of the Lyons Municipal Code, the Board of Trustees may approve a variance to a standard or requirement imposed by the Town's subdivision regulations; and

WHEREAS, Applicant's application also seeks from the Board of Trustees a variance to the Town's subdivision regulations relating to compliance with the minimum lot width for the R-1 Zone District for Lots 1A and 2A pursuant to Chapter 17, Article 8 of the Lyons Municipal Code ("Lot Width Variance"); and

WHEREAS, Town staff recommended approval of the plat amendment for the Garver Minor Subdivision Final Plat, subject to certain conditions, and also recommended that the Board of Trustees approves a lot width variance for Lots 1A and 2A as delineated on the proposed plat amendment; and

WHEREAS, after a duly noticed public hearing held on June 27, 2016, the Town's Planning and Community Development Commission recommended approval of the plat amendment, subject to certain conditions, and also recommended approval of the Lot Width Variance to the Town's Board of Trustees; and

WHEREAS, the Board of Trustees conducted a duly noticed public hearing on the plat amendment and the Lot Width Variance on July 5, 2016; and

WHEREAS, the record for this case includes, but is not limited to, Chapter 17 of the Town of Lyons Municipal Code, the Town of Lyons Comprehensive Plan, and all other applicable ordinances, resolutions, and regulations, together with the Town's policies for processing plat amendment applications and variances to subdivision regulations, the staff files and reports, any and all submittals by the applicant and members of the public, and the tape recordings and minutes of both the Planning and Community Development Commission and Board of Trustees public hearings at which this application was considered; and

WHEREAS, representations, statements and positions were made by or attributed to the applicant and/or her representatives on the record, including but not limited to, representations contained in the materials submitted to the Board of Trustees by the applicant and Town staff; and

WHEREAS, the applicant has agreed to all conditions of approval recommended by the Planning and Community Development Commission, and has agreed to execute all agreements recommended by staff, except as stated in this Resolution; and

WHEREAS, the Board of Trustees has determined that the plat amendment of the Garver Minor Subdivision Final Plat meets all applicable requirements of the Lyons Municipal Code, except the minimum lot width, the Lyons Comprehensive Plan, and all other applicable ordinances, resolutions and regulations, and that the plat amendment advances the public health, safety, convenience and general welfare of the residents of the Town, subject to the conditions set forth herein; and

WHEREAS, the Board of Trustees has determined that the applicant has presented evidence establishing that literal enforcement of the lot width requirement would place an unnecessary and unreasonable hardship on the Applicant and that the Lot Width Variance, if granted, will not be materially detrimental to the public welfare or injurious to surrounding properties, and will not be adverse to the goals and polices of the Comprehensive Plan; and

WHEREAS, the Board of Trustees has determined that therefore the applicant has complied with the standards for approving variances from subdivision regulations set forth in Section 17-8-60 of the Lyons Municipal Code.

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

Section 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. The Town Board of Trustees hereby approves the plat amendment of the Garver Minor Subdivision Final Plat, a Subdivision of Lots 11 and 12, Block 8 of the Lyons Rock and Lime Quarry Co.'s First Addition to Nortonville in the Town of Lyons, Boulder County, Colorado, located in the NE ¼ of Section 18, T3N, R7OW of the 6th PM containing .482 acres +/-, be approved, subject to all conditions of approval set forth herein.

Section 3. Approval of the plat amendment is based upon the following understandings,

agreements, and/or representations:

a. The applicant's assent and/or agreement to make all modifications to the final version of the documents necessary to conform the documents to the form and content requirements of the Town in existence at the time the documents are submitted for signature.

b. The representations, statements and positions contained in the record that were made by or attributed to the applicant and her representatives, including all such statements contained in materials submitted to the Board of Trustees by the applicants and Town staff.

Section 4. Approval of the plat amendment shall be and is subject to the following stipulations and conditions of approval that must be satisfied prior to recordation of the amended plat:

a. The applicant shall resolve any minor technical issues, as directed by Town staff, on the amended plat.

b. The applicant shall pay all reasonable fees and costs incurred by the Town and its consultants, in reviewing and processing the amended plat and lot width variance applications.

c. A five-foot wide easement on each side of the internal lot lines for drainage and a ten-foot wide general utility easement shall be dedicated to the public on the front and rear property lines.

d. The applicant will enter into a Subdivision Improvement Agreement to secure performance for installation of the electric utility infrastructure.

e. The applicant shall include on the amended plat a note stating that if the owner of Lot 1A seeks to obtain private vehicular access over the public alley adjacent to the north, the owner shall be responsible to improve the alley access in substantially the following form:

> Such alley shall be paved (asphalt) and be constructed in accordance with all applicable requirements of the Lyons Municipal Code and the Manual of Design Criteria and Standard Specifications for the Construction of Public Improvements (the "Manual of Design Criteria") as adopted by the Town at the time of construction of the alley. The paved alley shall connect with the paved portion of Fourth Avenue located to the west of the Garver Minor Subdivision. Such alley shall not be deemed complete until accepted in writing by the Town Administrator. Prior to acceptance of the alley by the Town Administrator, the Owner shall provide to the Town at the Owner's cost and expense the Owner's sworn affidavit and documentary evidence that there exists no lien or encumbrance upon or against the alley resulting from unpaid amounts owing to contractors, subcontractors, material persons, or any other persons involved or engaged in the construction or installation of the alley. The Owner shall promptly

remedy at the Owner's cost and expense any condition or conditions that prevent the Town from accepting the dedication of the alley free and clear of liens or encumbrances. Such alley shall be deemed accepted, dedicated, and conveyed at no cost to the Town upon the Town Administrator's written confirmation to the Owner that the alley is accepted by the Town as meeting all applicable requirements of the Lyons Municipal Code and the Manual of Design Criteria.

f. The applicant's performance of all commitments and promises made by the applicant and/or his representatives and stated to the Board of Trustees on the record, or contained within the materials submitted to the Board of Trustees.

g. The applicant's compliance with any additional conditions of approval stated in the motion of the Board of Trustees for approval of this Resolution

Section 5. The lot width variance for Lots 1A and 2A as delineated on the proposed plat amendment is hereby approved.

Section 6. Town staff is authorized to make any changes to the mylar form of the approved document as may be needed to conform the documents to the form and content requirements of Chapter 17 of the Lyons Municipal Code in existence at the time the documents are submitted for signature, and to make such other changes as are expressly stated by staff before the Board of Trustees, or are recommended by staff in the written staff reports, or are referred to in the motion of the Board of Trustees for approving this Resolution. No other deviation or variance from the form and content of the documents submitted for the Board of Trustees' consideration is approved except to the extent authorized by this Resolution.

Section 7. Upon the applicant's completion of any and all changes to the revised plat amendment mylar as may be required by this Resolution, the Mayor is hereby authorized to sign same.

Section 8. This Resolution shall be effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF JULY, 2016.

TOWN OF LYONS, COLORADO

By: _____
Connie Sullivan, Mayor

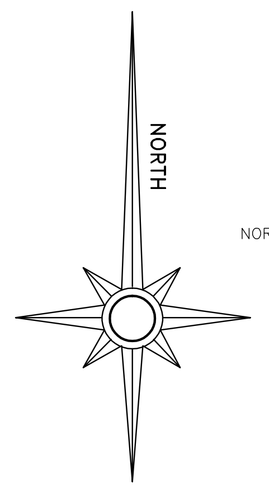
ATTEST:

_____
Debra Anthony, MMC - Town Clerk

PLAT AMENDMENT OF GARVER MINOR SUBDIVISION "FINAL PLAT"

A SUBDIVISION OF LOTS 11 & 12, BLOCK 8 OF THE LYONS ROCK AND LIME QUARRY CO.'S FIRST ADDITION TO NORTONVILLE IN THE TOWN OF LYONS, BOULDER COUNTY, COLORADO, LOCATED IN THE NE1/4 OF SECTION 18, T3N, R70W OF THE 6TH P.M.

CONTAINING 0.482 ACRES+/-

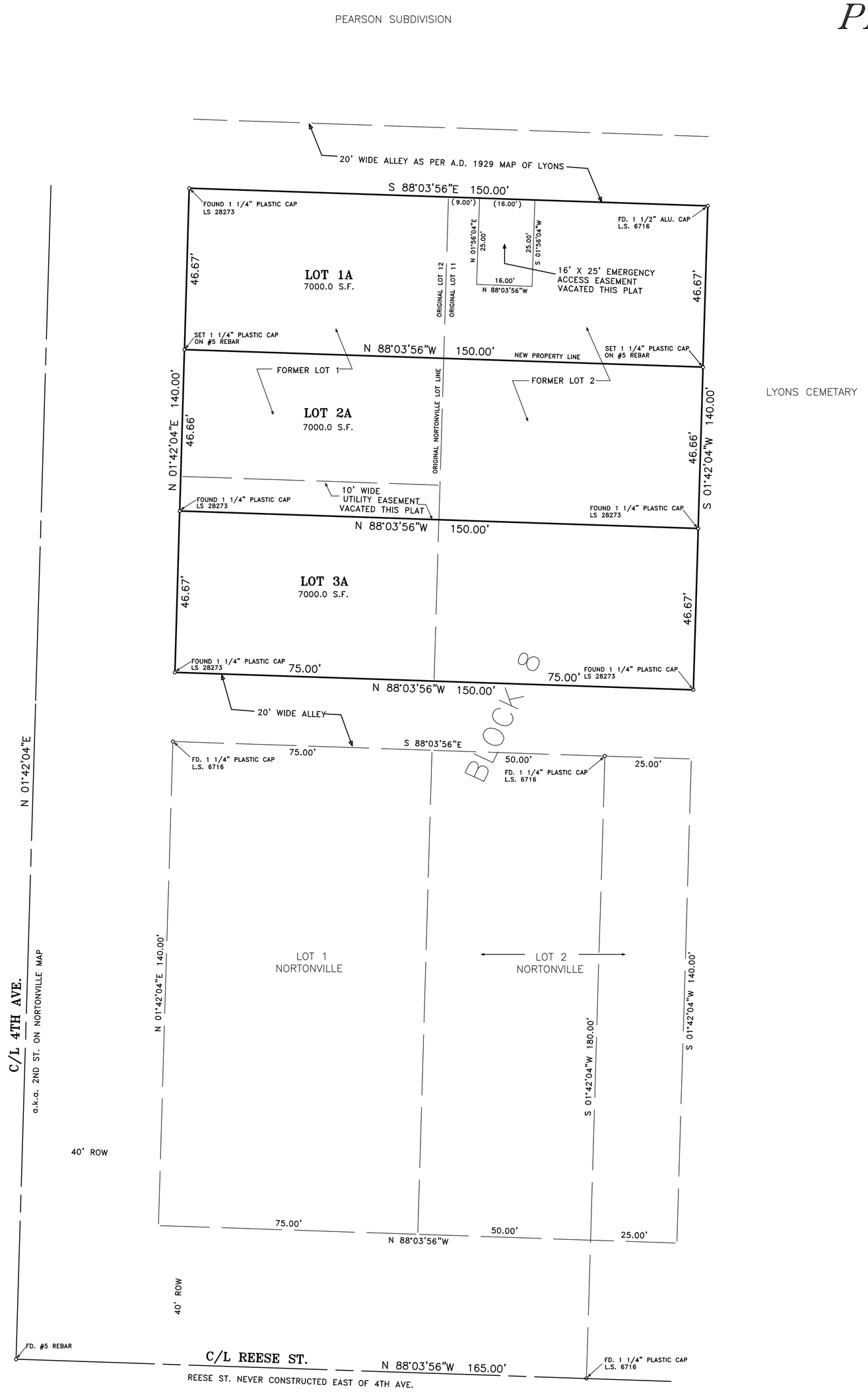


NORTONVILLE

20 0 20 40 60

GRAPHIC SCALE – FEET SCALE 1" = 20'

LINEAR UNITS = U.S. SURVEY FEET



NOTES:

(1) EACH LOT TO HAVE A MINIMUM 7,000 SQUARE FOOT OF AREA.

(2) THE 10-FOOT WIDE UTILITY EASEMENT ON FORMER LOT 1 AND THE 16' X 25' EMERGENCY ACCESS EASEMENT ON FORMER LOT 2 ARE HEREBY VACATED ON THIS PLAT.

(3) ALL PROPERTY CORNERS ARE 1 1/4" PLASTIC CAPS ON #5 REBARS UNLESS OTHERWISE NOTED.

(4) ALL IMPROVEMENTS MUST BE CONSTRUCTED TO THE DESIGN STANDARDS OF THE TOWN OF LYONS AND APPROVED BY THE PUBLIC WORKS DIRECTOR.

(5) NO PART OF THE SUBJECT PROPERTY IS WITHIN THE 100-YEAR FLOOD PLAIN AS SHOWN ON FIRM MAP NO. 08013C0232 F, DATED JUNE 2, 1995.

OWNER/APPLICANT: SHARON D. McCONNELL
P.O. BOX 96
LYONS, CO. 80540
PHONE: 303 823 6689

COLORADO STATUTES SECTION 13-80-105, PAR. (3) (a)

"NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon."

LEGAL DESCRIPTION:

SHARON D. MCCONNELL, BEING THE OWNER OF THE REAL PROPERTY OF 0.482 ACRES (21000 S.F.) DESCRIBED AS FOLLOWS:

A TRACT OF LAND COMPRISED OF LOTS 11 AND 12, BLOCK 8, THE LYONS ROCK & LIME QUARRY CO.'S FIRST ADDITION TO NORTONVILLE IN THE TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, T3N, R70W OF THE 6TH P.M., SAID LOTS HEREINAFTER TO BE KNOWN AS PLAT AMENDMENT OF GARNER MINOR SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 12 THENCE S88°03'56"E, 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11 AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE S01°42'04"W, 140.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE N88°03'56"W, 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE N01°42'04"E, 140.00 FEET TO THE POINT OF BEGINNING.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS ____ DAY OF _____ , 20 ____ .

_____
SHARON D. MCCONNELL

NOTARIAL CERTIFICATE:

STATE OF COLORADO COUNTY OF BOULDER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____

THIS ____ DAY OF_____ , 20____ . WITNESS MY HAND AND SEAL.

_____ MY COMMISSION EXPIRES _____ .
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, MICHAEL D. JOHNSON, DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF PLAT AMENDMENT OF GARVER MINOR SUBDIVISION WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY REPRESENTS SAID SURVEY.

BEARINGS BASE: THE NORTH LINE OF LOTS 11 AND 12 ASSUMED AS S88°03'56"E AND MONUMENTED AS SHOWN.

_____
MICHAEL D. JOHNSON
REGISTERED LAND SURVEYOR
L.S. 28273

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 TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO COUNTY OF BOULDER

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT ____ O'CLOCK __ .M. THIS ____ DAY OF _____A.D. 20 ____ , AND IS RECORDED IN PLAT BOOK NO. _____ , PAGE NO. _____ , RECEPTION NO. _____ .

_____
COUNTY CLERK

CLIENT: SHARON MCCONNELL
JOB NO. 1-1283
FILE: MCCONEL.DWG

JOHNSON & ASSOCIATES
LAND SURVEYORS INC.
404 EAST 5TH AVE.
LONGMONT, CO. 80504
(303) 772-6900

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 MATRIX

2nd and Park Final Subdivision & Rezoning Documents

Ordinance 1000

Agenda IX.1 Cover Sheet

- Attachment A: Existing and Proposed Zoning Maps
- Attachment B: Project Summary and Written Statement
- Attachment C: PCDC Conditions of Approval Redlined by Staff
- Attachment D: Owner's Comments Regarding Approval Condition 1
- Attachment E: A00 Final PUD Development Plan Cover Sheet April 25, 2016
- Attachment F: A01 Site Development Plan April 25, 2016
- Attachment G: Drainage Report January 13, 2016
- Attachment H: Design Report January 13, 2016
- Attachment I: Development Agreement
  - Exhibit A: Ordinance 1000
    - Exhibit A: Legal Description
    - Exhibit B: Conditions of Approval
  - Exhibit B: Resolution 2016-53
    - Exhibit A: Legal Description
    - Exhibit B: Subdivision Improvement Agreement
  - Exhibit C: Affordable Housing Preference Policy
  - Exhibit D: Affordable Housing Covenant
  - Exhibit E: HFHSVV Administration Agreement
  - Exhibit F: Resolution 2015-63 Fee Waiver

Ordinance 1001

Agenda IX.2 Cover Sheet

- Exhibit A: Ordinance 1001
  - Exhibit A: Legal Description

Resolution 2016-53

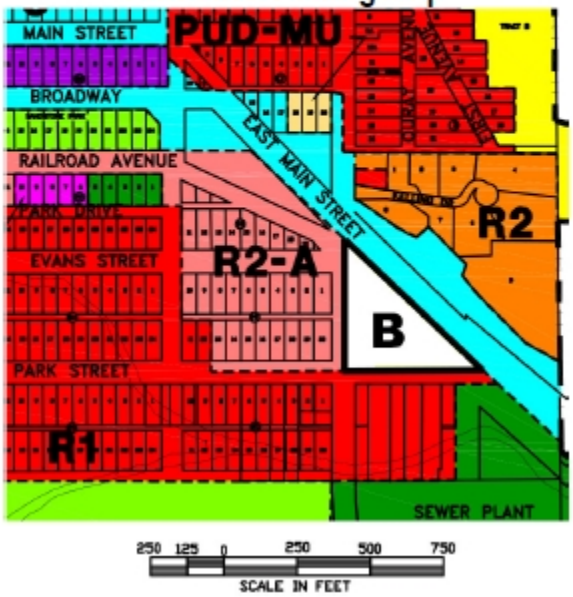
Resolution 201653 Cover Sheet

- Resolution 2016-53
- Exhibit A: Legal Description
- Exhibit B: Subdivision Improvement Agreement
- Exhibit C: Final Plat

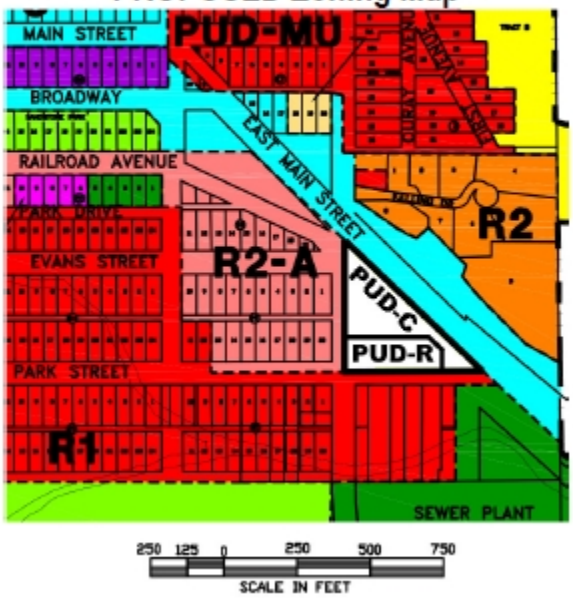
ATTACHMENT A

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

EXISTING Zoning Map



PROPOSED Zoning Map



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.

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

~~304 2nd Ave.~~

1. An administratively approved change in use on Lot 1 shall be restricted to the principal permitted uses specifically listed ~~uses~~ in the C-Commercial ~~district.~~ District at Section 16-3-200(b) of the Lyons Municipal Code, with the exception of the following uses: (a) entertainment facility; (b) medical marijuana center; and (c) restaurant, bar or other eating and drinking place (collectively, the "Additional Conditional Uses"). Any change in use on Lot 1 to any of the Additional Conditional Uses shall be subject to the conditional use review process set forth in Article 7 of Chapter 16 of the Lyons Municipal Code.

2. A change in use on Lot 1 to any of the permitted conditional uses listed in the C-Commercial ~~conditional uses shall be subject to additional Conditional Use Review or Use by Special Review by the PCDC and BOT.~~ District at Section 16-3-200(c) of the Lyons Municipal Code shall be subject to the conditional use review process set forth in Article 7 of Chapter 16 of the Lyons Municipal Code.

~~1.~~3. The addition of a second story to the existing commercial building on Lot 1 for any use, including residential use up to a maximum of four (4) dwelling units, shall be allowed, subject to ~~PCDC Development Plan~~site plan/development plan review and approval~~.~~ by the Town's Planning and Community Development Commission, in accordance with all applicable procedures set forth in Article 17 of Chapter 16 of the Lyons Municipal Code ("Site Plan and Development Plan Review Process").

~~2.~~4. Adequate hard surface walkways shall be provided for each affordable residential unit constructed on Lots 2-7 to connect ~~the duplex buildings~~each residential unit with the parking to the north. The walkways shall be installed in accordance with all applicable Town regulations and requirements.

~~3.~~5. All new exterior site lighting shall be downcast cut-off fixtures.

~~4.~~6. 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.~~

~~Mixed Use is allowed on Lot 1 with Conditional Use Review or Use by Special Review. Mixed use building~~

7. Prior to the issuance of any building permit(s) on Lots 1 – 7, the owner(s) shall grant a drainage easement to the Town in a form approved by the Town attorney for the storm water detention pond to be installed in the southeastern portion of the Property.

~~7.~~8. Mixed Use (a building with less than 50% of the total gross floor area of the building consisting of residential ~~uses~~use up to a maximum of four (4) dwelling units, all of which residential uses ~~are~~shall be located on upper floors~~,~~ where combined with a permitted nonresidential use on the ground level~~).~~) shall be permitted on Lot 1 as a principal permitted use, subject to the Site Plan and Development Plan Review Process set forth in the Lyons Municipal Code.

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. The sole permitted use of Lots 2-7 shall be restricted to affordable housing through an instrument approved by the Town.

Enhanced Grading

10. An enhanced grading and landscaping plan 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 restrictionenhance buffering and parking easement has been recorded screening between Lots 2-7 and the approved project infrastructure is *substantially complete.*
13.10. Rezoning for Lots 2 through 7 shall only take effect upon Lot 1, and such landscaping plan will be subject to Town staff review and approval prior to the issuance of aany building permit pursuant to conditions number 11 and 12 noted above.(s) for Lots 2-7.

ATTACHMENT D

Owner's Comments Regarding Approval Condition #1

The Owner requested his objection to the Approval Condition #1, as recommended by PCDC and Town staff, be included in this staff report so the Board of Trustees are aware of his position. The following email exchanges between the Owner and the Town's Housing Consultant demonstrate the Owner's concerns with and objection to that approval condition.

From: ROSI DENNETT
Sent: Wed 6/22/2016 5:08 PM
To: 'CRAIG FERGUSON'

Here are the Development Agreement documents associated with the two ordinances and one resolution being reviewed by the BoT on July 5, 2016. I will forward the staff memo of explanation to you when completed.

So, just a couple of comments....

1. The Subdivision Improvement Agreement is still missing the cost estimates for public improvements that need to be provided by your engineer. As we discussed in our May 13 meeting and a subsequent email from the Town Engineer to your engineer, we have some of the cost estimates but not all. Let me know if I can help with that in any way.

2. You will notice that the recommended conditions of approval listed as an attachment (Exhibit B) to the Ordinance #1000 (Exhibit A of the Development Agreement) still include the recommendation by PCDC to allow three uses by conditional review (entertainment facility, medical marijuana center and restaurant, bar or other eating and drinking place). I will include your objection to this condition in the staff memo to the BoT. Staff decided that we needed to include it, since it was a PCDC recommendation and staff recommendation in November. The design of this mixed use places the new residences in close proximity to the commercial building and includes shared parking between the residential uses and commercial use. Therefore, conditional review of potentially impacting night-time commercial uses is warranted to ensure harmony and compatibility. However, the BoT can certainly remove that condition, if they agree with your objection.

Let me know, if you want to further discuss any of this information.

Rosi

From: CRAIG FERGUSON [mailto:ferg@bluegrass.com]
Sent: Wednesday, June 22, 2016 7:44 PM
To: Rosi Dennett; Jerry Moore
Cc: Marcus McAskin; Kathie Guckenberger; Deb Anthony; Victoria Simonsen
Subject: Re: Valley Bank / Habitat

Whose opinion is this?

"The design of this mixed use places the new residences in close proximity to the commercial building and includes shared parking between the residential uses and commercial use. Therefore, conditional review of potentially impacting night-time commercial uses is warranted to ensure harmony and compatibility."

I understand PCDC recommendation is just that, a recommendation.

I just wanted to make it clear in advance, so that board is not surprised. We will go through with this rezoning/subdivision only if the use restrictions are not attached to the C zoning. There has been no public comment asking for the restrictions. Perhaps that fact can be included in the staff memo.

Thanks for the documents, I should have plenty of time to review.

Thanks,

Craig

From: Rosi Dennett
Sent: Friday, June 24, 2016 4:41 PM
To: 'CRAIG FERGUSON'; Jerry Moore
Cc: Marcus McAskin; Kathie Guckenberger; Deb Anthony; Victoria Simonsen
Subject: RE: Valley Bank/Habitat

Hi, Craig.

Yes, staff and PCDC just make a recommendation to the BoT, and they make the final decision. The BoT can remove that recommended condition that you are objecting to, and I will include your comments in the staff memo to the BoT, so that they have that when they receive the rest of the materials.

I wrote the email to you, so that is my interpretation of the past board discussions (BoT and PCDC) regarding potential commercial uses and shared parking. I'm attaching copies of the minutes of the PCDC meetings when they reviewed and approved the Sketch Plan, Preliminary Plan (on September 28, 2015) and Final Plan (on November 23, 2015). You are mentioned in both sets of minutes as being in attendance, and in the September meeting, the minutes reflect that Jerry Moore stated in his explanation of the scope of the project that the "commercial lot will have use of 6 of 15 residential 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 right-of-way landscaping and improvements; and maximizing Park Street on-street parking." These minutes also reflect comments made by Linda Wickman, 218 Park Street, who expressed a concern about the parking. The minutes of the November 23, 2015 PCDC meeting include an explanation of the staff report by Planner Bob Joseph where he said, "the BOT questioned whether or not existing commercial uses by right would be compatible with adjacent residential use. Alcohol and marijuana sales and an entertainment facility, which is normally a use by right in the Commercial Zone would be subject to conditional use review."

Let me know if you have other comments on the materials I sent you. And, we can finish up the SIA as soon as we have the other public improvement cost estimates Jim asked for which I believe include costs for retention/detention pond, grading/paving of parking lot and landscaping.

Thanks,
Rosi

Rosi Dennett <rosidennett@gmail.com> Jun 27 (1 day ago)

to ferg

Hi, Craig.

Bob just forwarded me some documents that show the origin of that use issue.

Thanks,
Rosi

MEMORANDUM

TO: BoT

FROM: Bob Joseph,
Consulting Town Planner

DATE: 12.7.2015

SUBJECT: 2nd Park Use Restrictions

Background:

The BoT has reviewed the preliminary plans and requested that the PCDC, in their final review, consider other uses by right in the C-Commercial District that may be incompatible with the adjacent housing. With that in mind the applicant has proposed a short list of uses that would move from the use by right category into the Conditional Use category with this PUD approval (see email from J. Moore below). Staff and PCDC supports this amendment to the proposed uses and has incorporated these new limitations into the recommended conditions of approval found in the attached staff report. The BoT may make further amendments to this list as it may see fit.

Bob-

Regarding the questions and concerns raised by the Board of Trustees at their last meeting related to the PUD-C zone district incorporating all the by-right and conditional uses allowed in the standard C zone district, we would like to offer the following clarification of our intent:

1. 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 would also be allowed by conditional review in the proposed PUD-C zone district:

   a. Entertainment facility

   b. Marijuana retailing center

   c. Food or beverage establishment which serves alcohol

2. The following use would be allowed by conditional review in the proposed PUD-C zone district:

a. 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)

3. Excepting the uses noted under Item 1 above, all the uses allowed by right in the C zone district would be allowed by right in the proposed PUD-C zone district.

Please communicate this response in your comments to the PCDC for consideration at their meeting on Monday 11/23.

Thanks,

Jerry Moore
Principal

JM ASSOCIATES INC
PO Box 18390, Boulder, CO 80308
T 303-449-1887
F 303-449-2960

Sec. 16-3-200. C Commercial District.

(a) Intent. The C District is intended to provide commercial uses to meet community-wide needs.

(b) Principal Uses. Permitted principal uses in the C District shall be as follows:

(1) Accessory building or use.

(2) Business use, including but not limited to the

following:

a. Club or lodge.

b. Entertainment facility.

c. Financial institution.

d. Gallery.

e. Hotel or motel.

f. Medical or dental office or clinic.

g. Medical marijuana center.

h. Minor automobile repair.

i. Mortuary or funeral chapel.

j. Museum.

k. Professional office.

l. Parking garage or lot.

m. Personal service shop, such as barber shop, beauty parlor, computer repair shop, dry-cleaning retail outlet, self-service laundry, shoe repair shop or television or small appliance repair shop.

n. Recreational facility.

o. Restaurant, bar or other eating and drinking place.

p. Retail business, such as bakery, department store, discount store, drug store, florist shop, furniture store, gift shop, grocery store, hardware

store or pet store.

q. Studio.

(3) Residential use as follows:

a. Associated residential unit, or

b. Dwelling unit when it provides a place of residence in conjunction with a place of employment, provided that there are one thousand six hundred (1,600) square feet of lot area per each dwelling unit.

(4) Keeping, harboring, boarding, caring for or maintaining not more than four (4) dogs over the age of three (3) months.

(c) Conditional Uses. Permitted conditional uses in the C District shall be as follows:

(1) Car wash facility.

(2) Church.

(3) Day care center.

(4) Gasoline station.

(5) Major automobile repair.

(6) Lumber yard.

(7) Small manufacturing facility with fewer than ten (10) employees.

(8) Telecommunications facility.

(9) Use with drive-up window.

(10) Wholesale commercial facility.

CRAIG FERGUSON Jun 27 (1 day ago)

to me

Thanks, Rosi.

I guess I kinda remember that general thought. Certainly those uses occur throughout town next to residential areas and no one in the public has commented about those uses.

This project was 5 days away from going to final BOT meeting when I received the "development agreement" that the board insisted be done by town staff. The agreement is below.

Compare that to the current development agreement which is, in my view, what a development agreement is supposed to cover. What was supplied to me previously was, again in my view, so inadequate that no developer would move forward on.

This has been a project allegedly supported by the town.

Then, I get the email, "because town staff doesn't want to look in the file, please resubmit everything".

I don't believe any of the delays on this have been caused by developer, but by staff.

So, now that I've paid interest on $500K for a year, and been delayed through no fault of my own, I'm not willing to be restricted in use of the remainder. Really, the only successful businesses on main are some combination of restaurant, alcohol and entertainment.

I've lost all the money on this project that I'm going to. I've got a grocery store that will buy as is and make me whole. I would like to finish the affordable housing project; but, I can't take the risk that the property is difficult to sell because of use restrictions.

Each of those restricted uses happen in residential areas now. Not sure why this should be different.

So there's my truth. Once upon a time, I might have been willing to deal with those restrictions, but the delays have cost me so much money that I just can't take the chance I'll have to hang onto that thing for months or a year.

I'm telling you all this so you can make sure to tell the board that. No one needs to waste time if that's a "non-starter" for the board, and I also don't think "surprises" are appropriate at this point.

Thank you,

Craig

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).

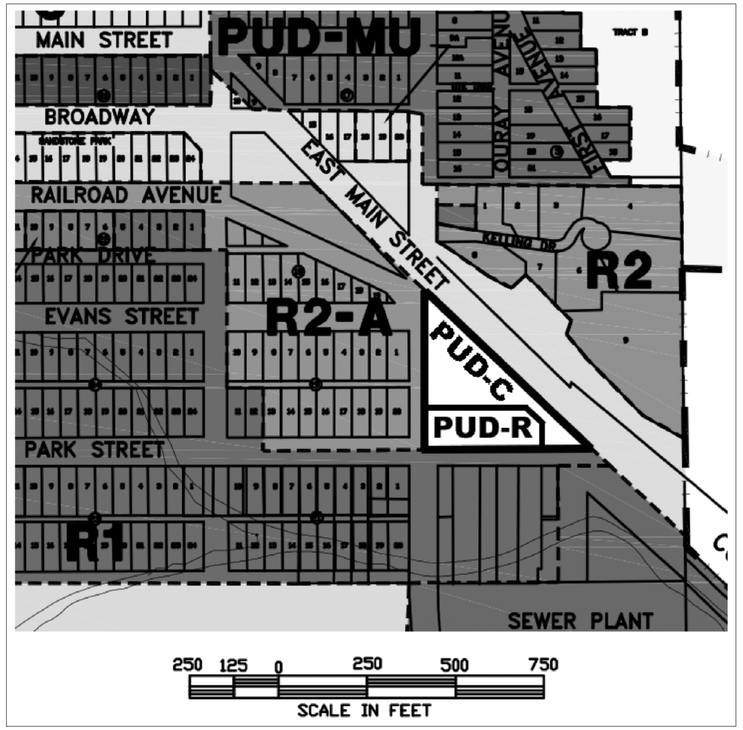
EASEMENTS
Lot 1 shall be encumbered by the Following easements (see also FinalPlat - Sheet P1):

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
-	-
-	-

PLAN NOTES

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

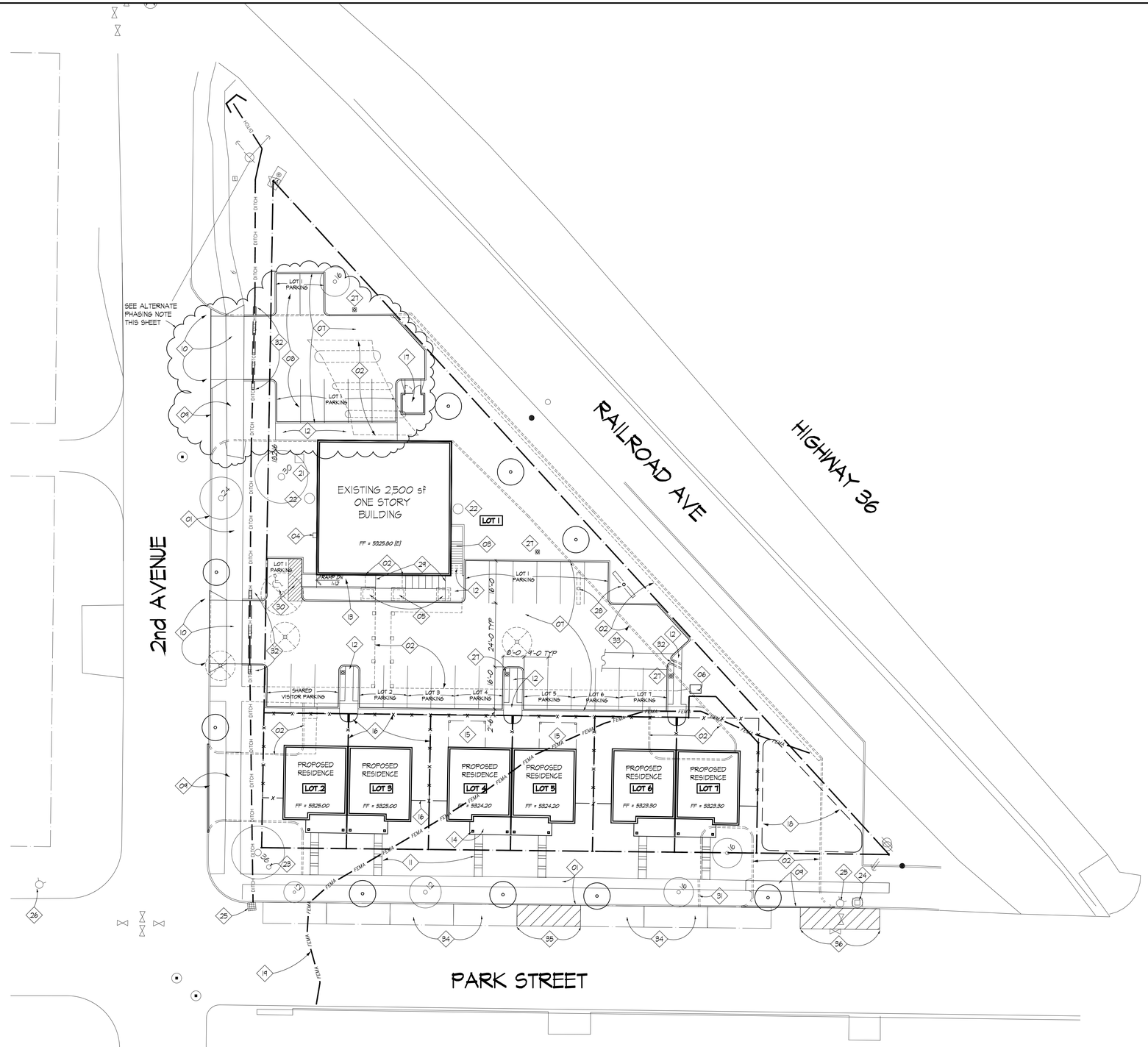
KEY NOTES

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

A01

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

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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

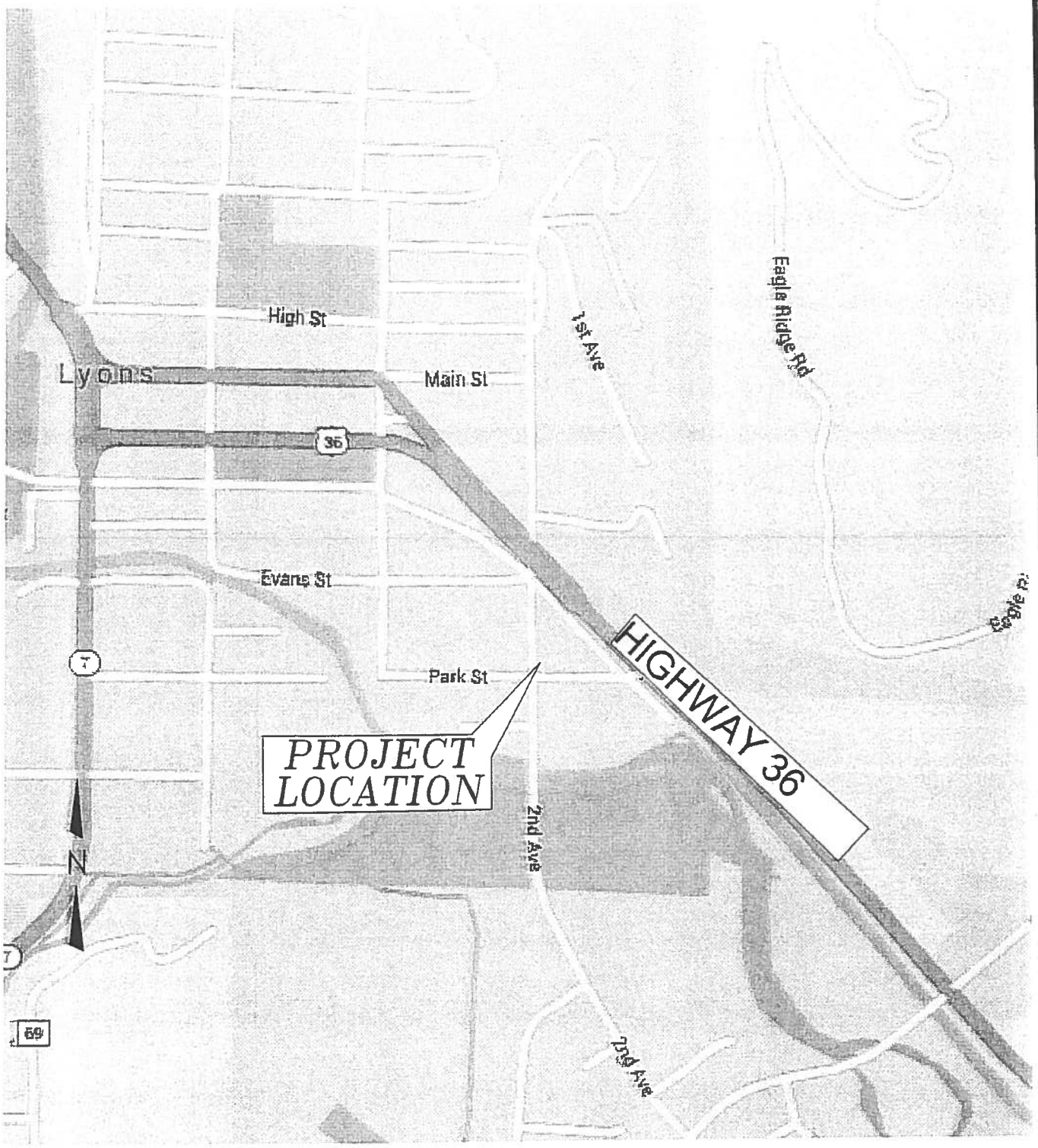

FIGURE 1

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

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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.

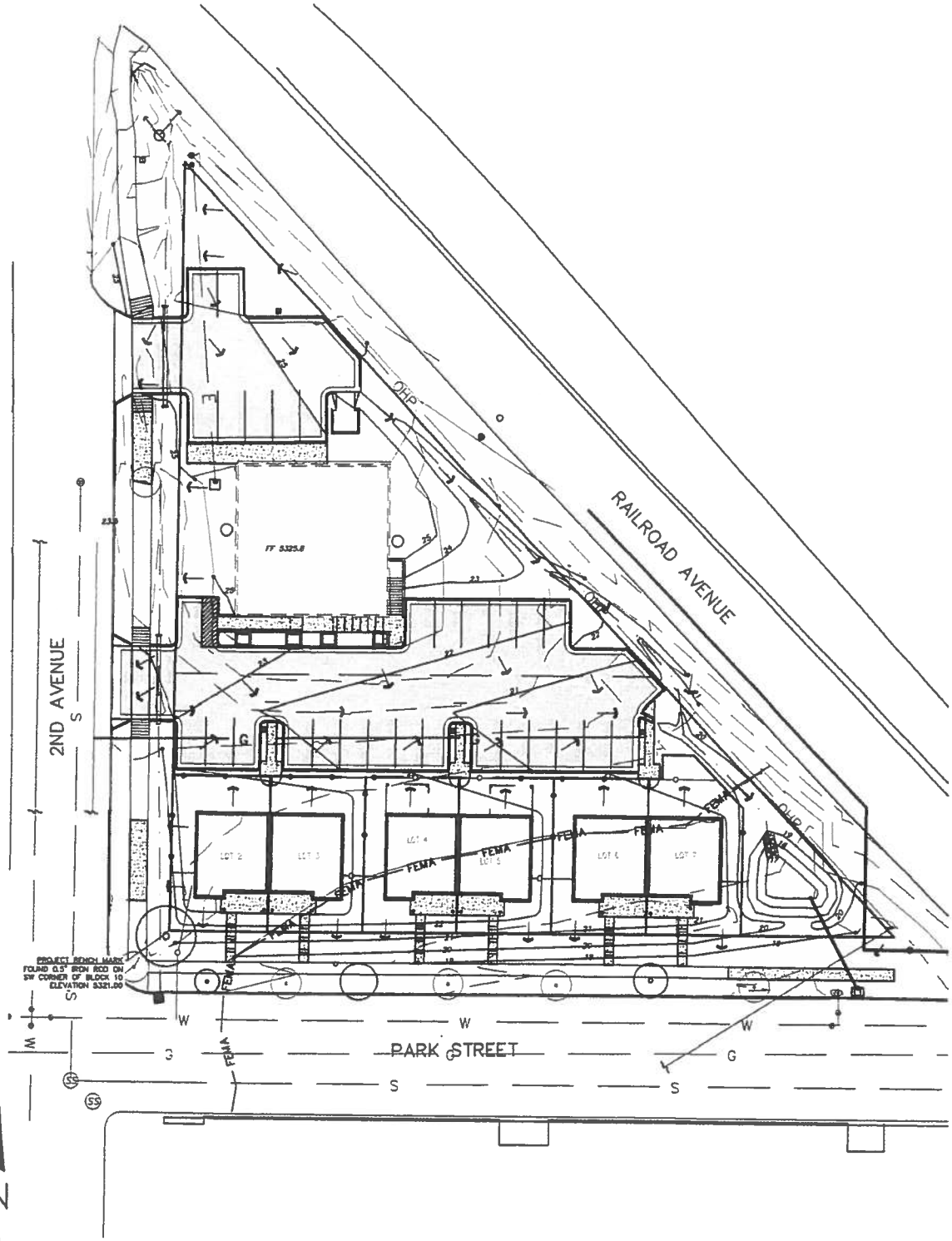
NORTH BASIN	Existing Impervious Area	Proposed Impervious Area
Roadway, Parking, Sidewalks	3,280 sq. ft.	2,837 sq. ft.
Structures	0 sq. ft.	0 sq. ft.
Total Impervious	3,280 sq. ft.	2,837 sq. ft.

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:\

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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)

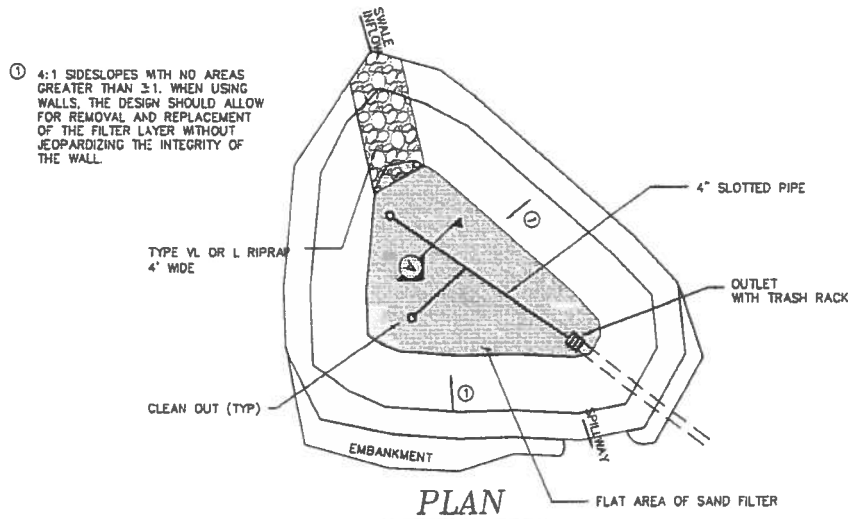
4.2 Drainage Plan Development

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

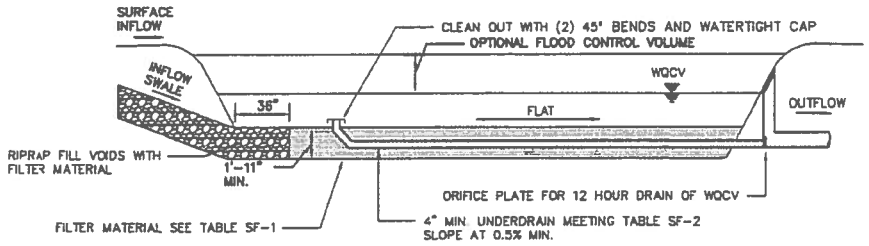
The proposed 2nd Avenue & Park Subdivision and PUD is projected to have a decrease flow of 0.08 cfs for the 2 year event and 0.24 cfs for the 100 year event.

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



PLAN

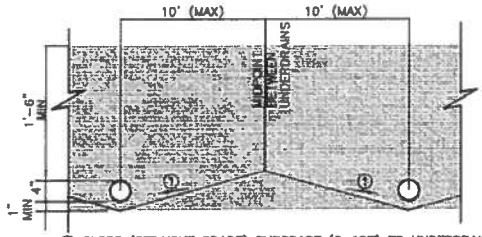
NOT TO SCALE



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:\

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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

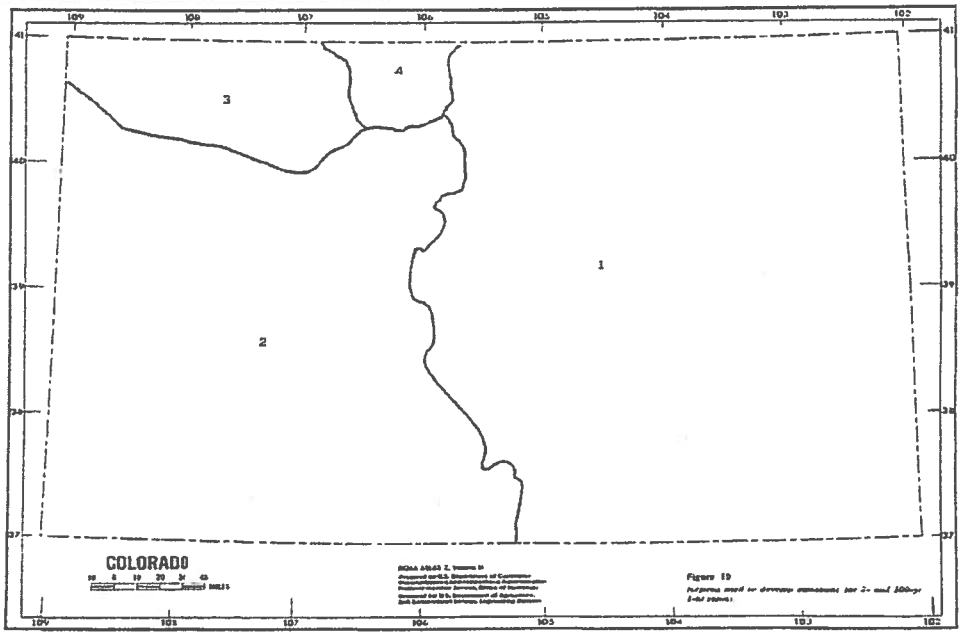
Note: Intensity approximated using 1-hr rainfall depths and Equation 4-3 in USDCM Volume 1.

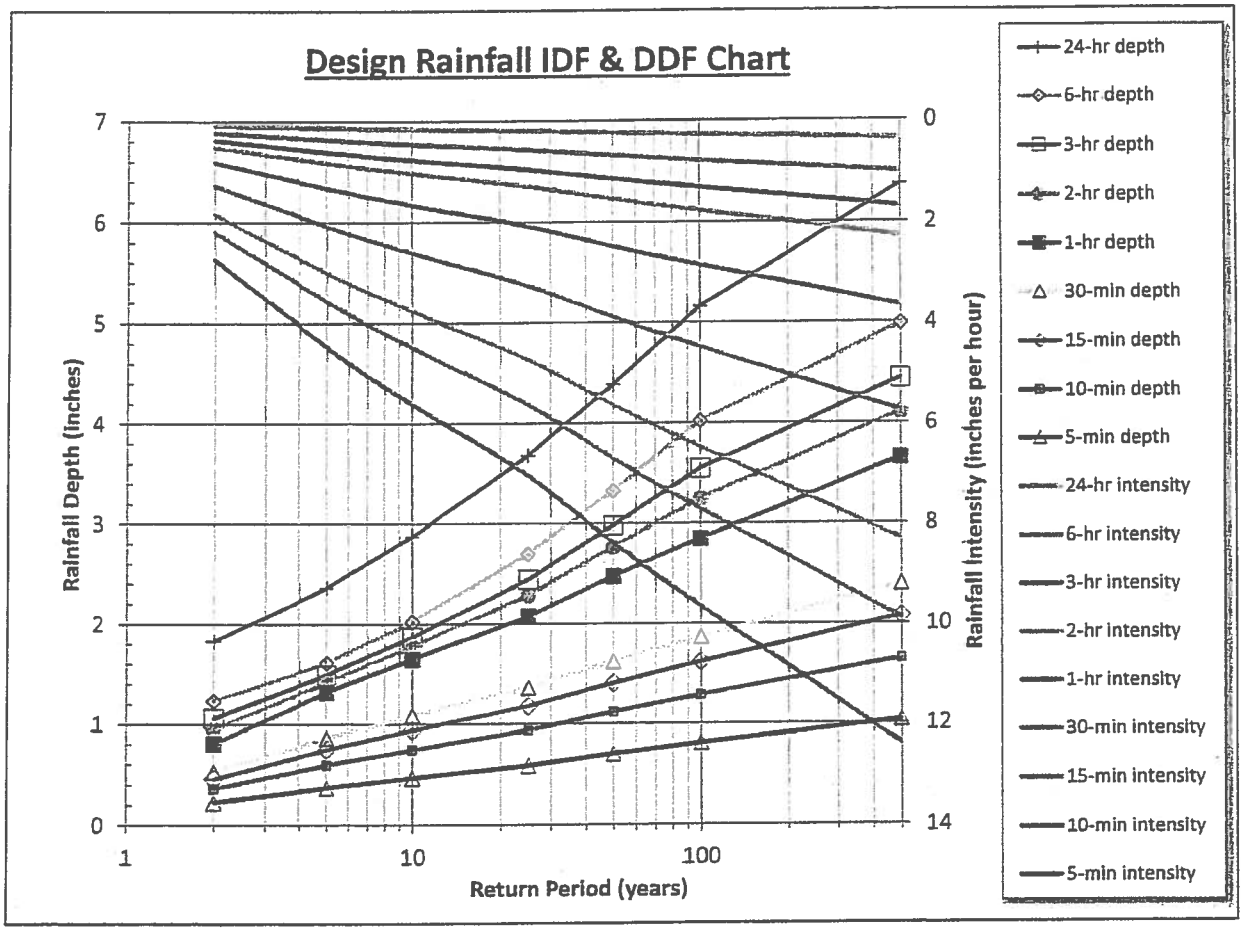
1.04

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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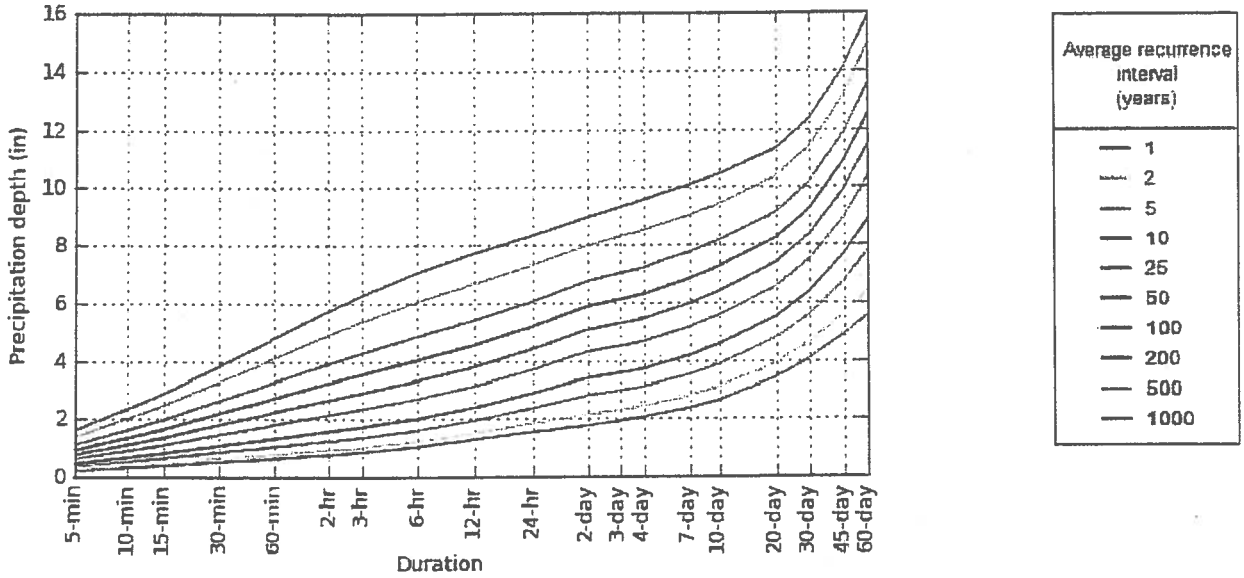
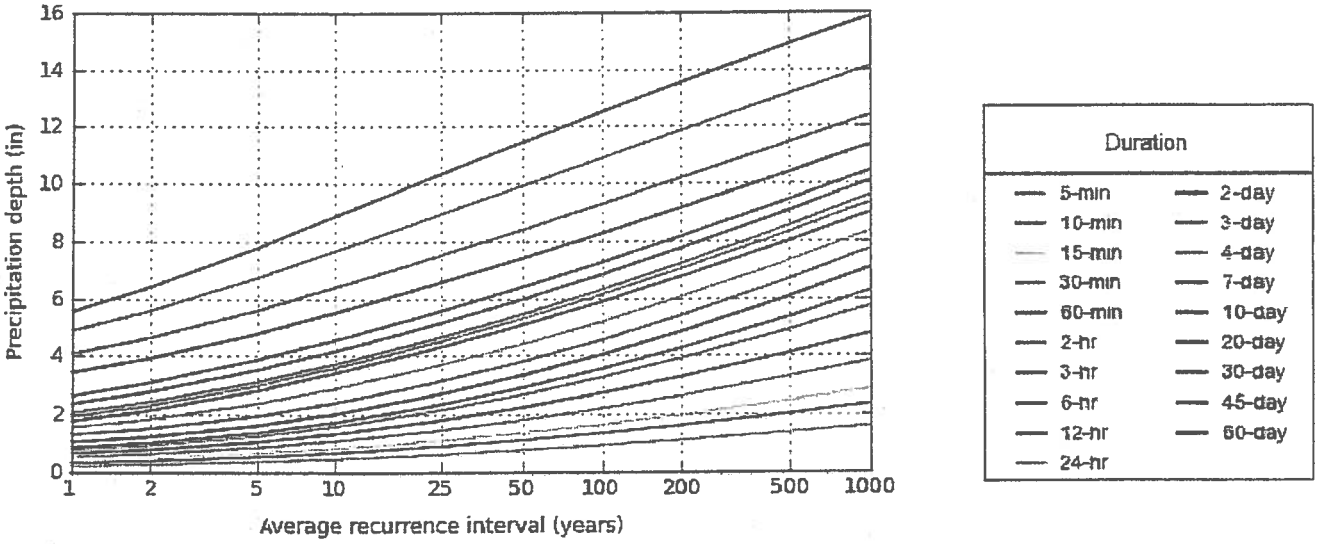
PF graphical

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





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

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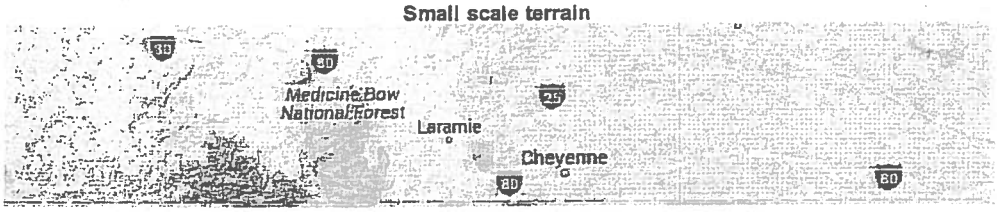
Maps & aerials

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

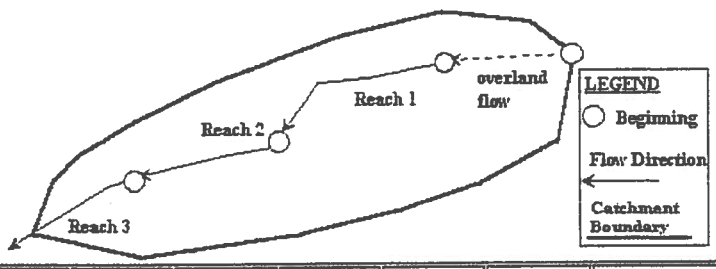
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

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

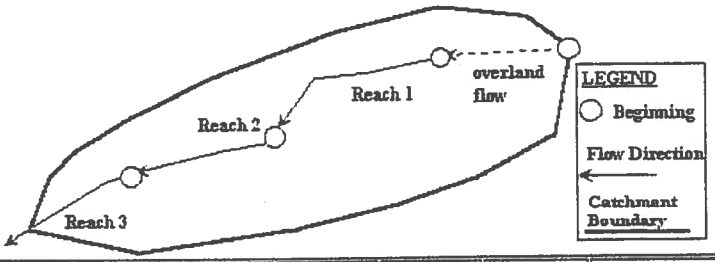
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

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

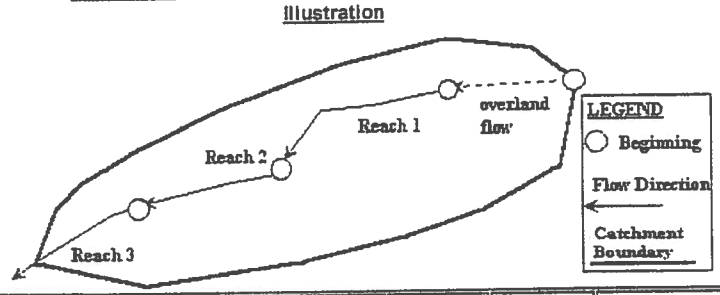
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

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

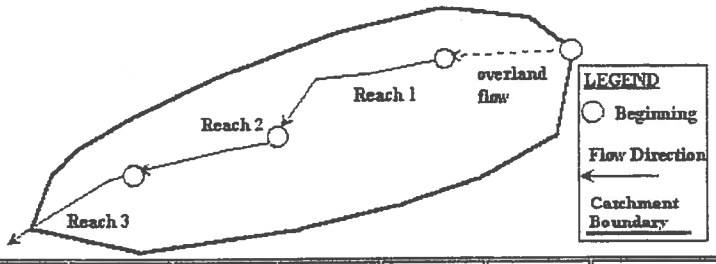
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

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

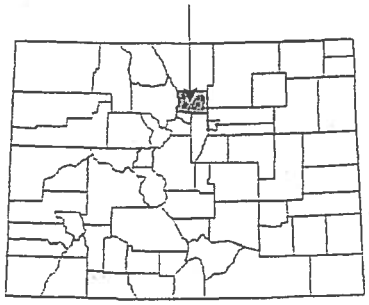
BOULDER COUNTY, COLORADO

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

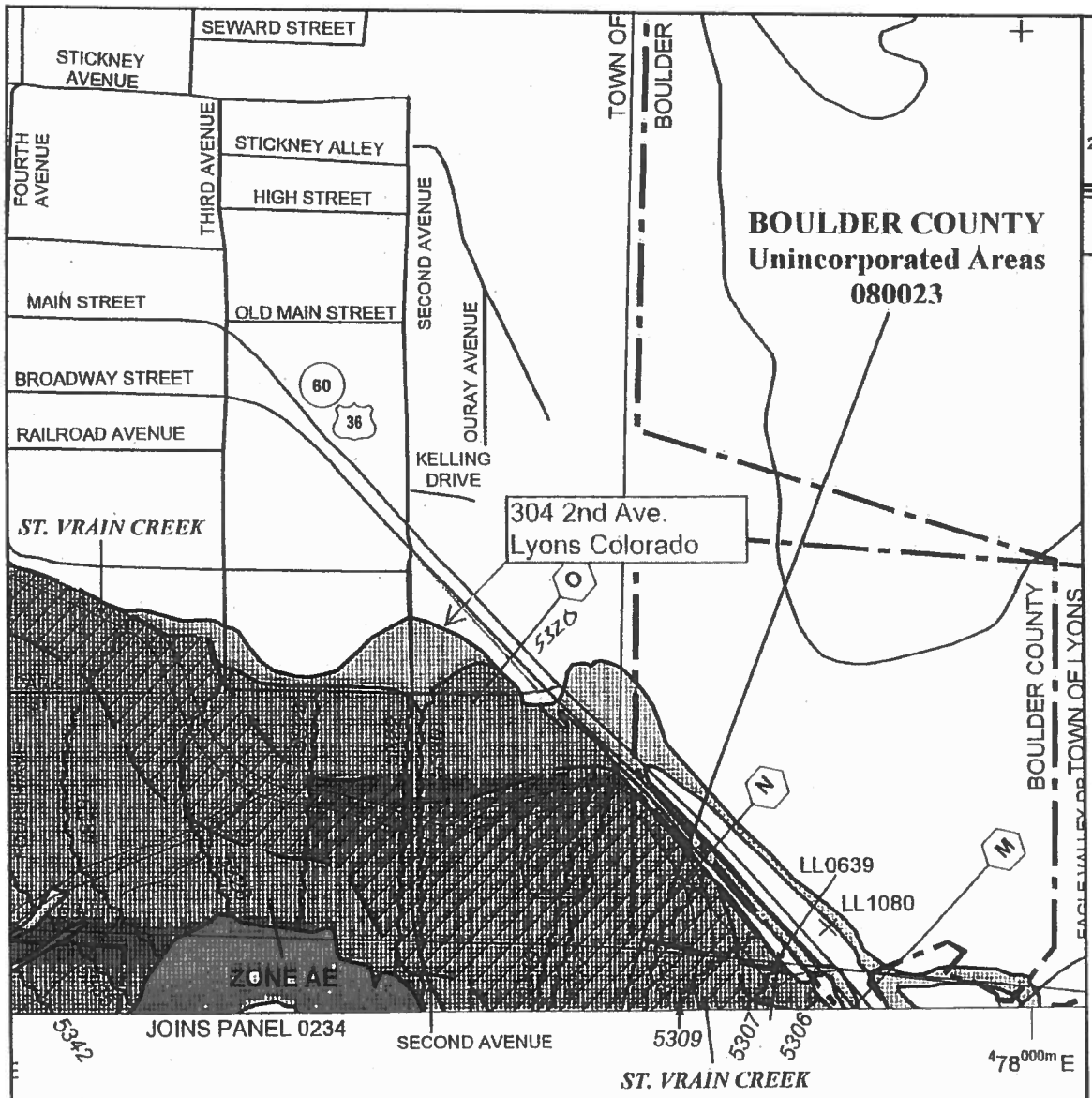
Boulder County



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.

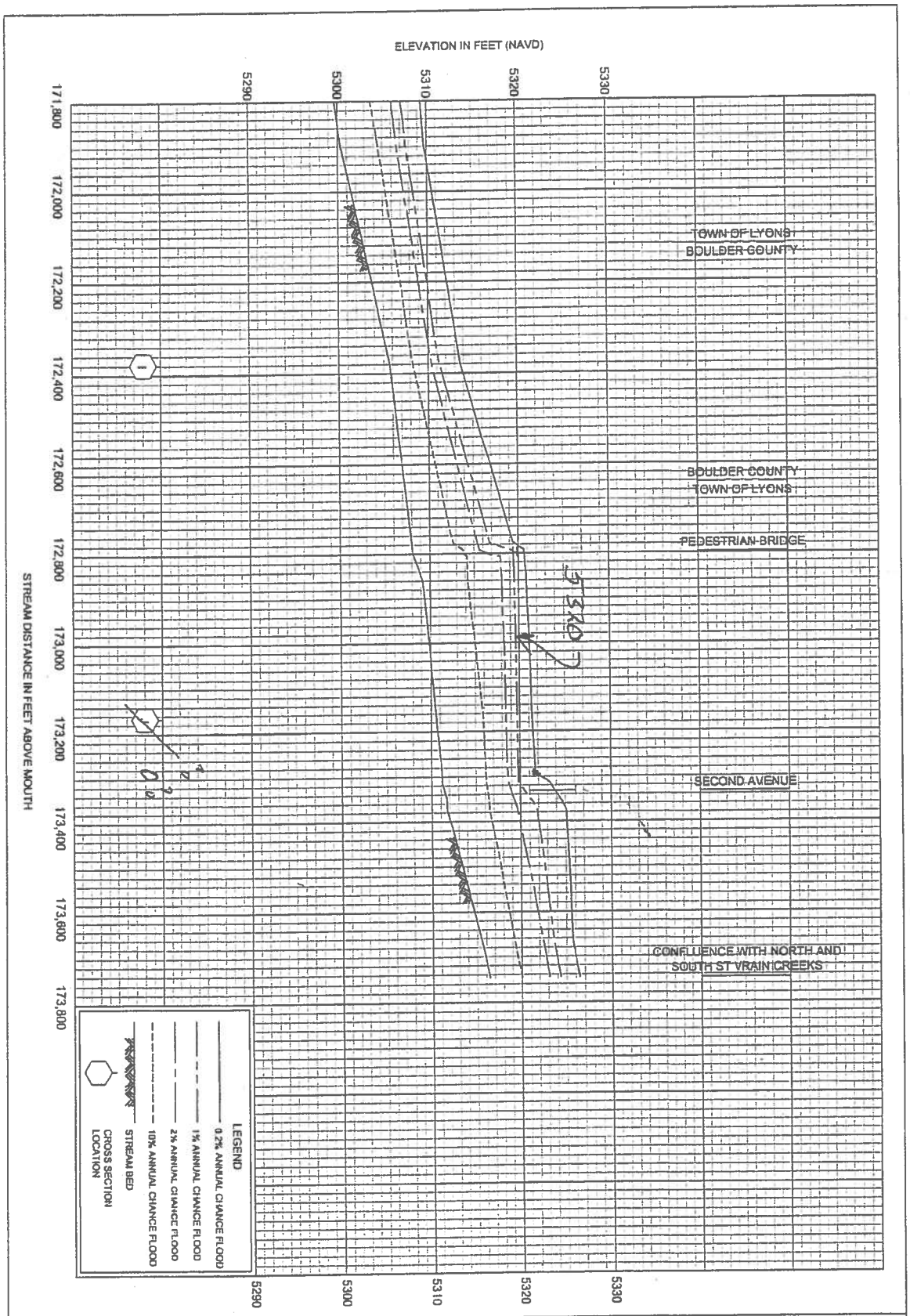
MAP NUMBER
08013C0232J

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)

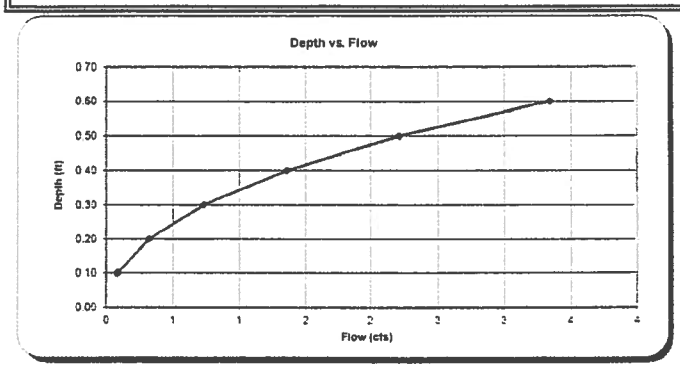
Data Source Information

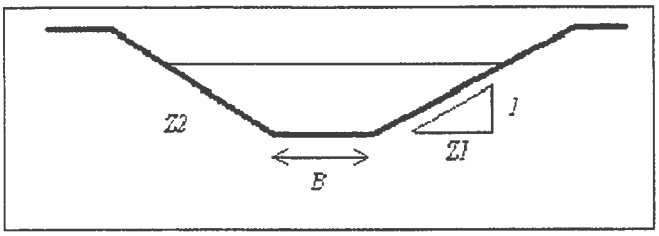
Soil Survey Area: Boulder County Area, Colorado
Survey Area Data: Version 11, Sep 22, 2014

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
	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
	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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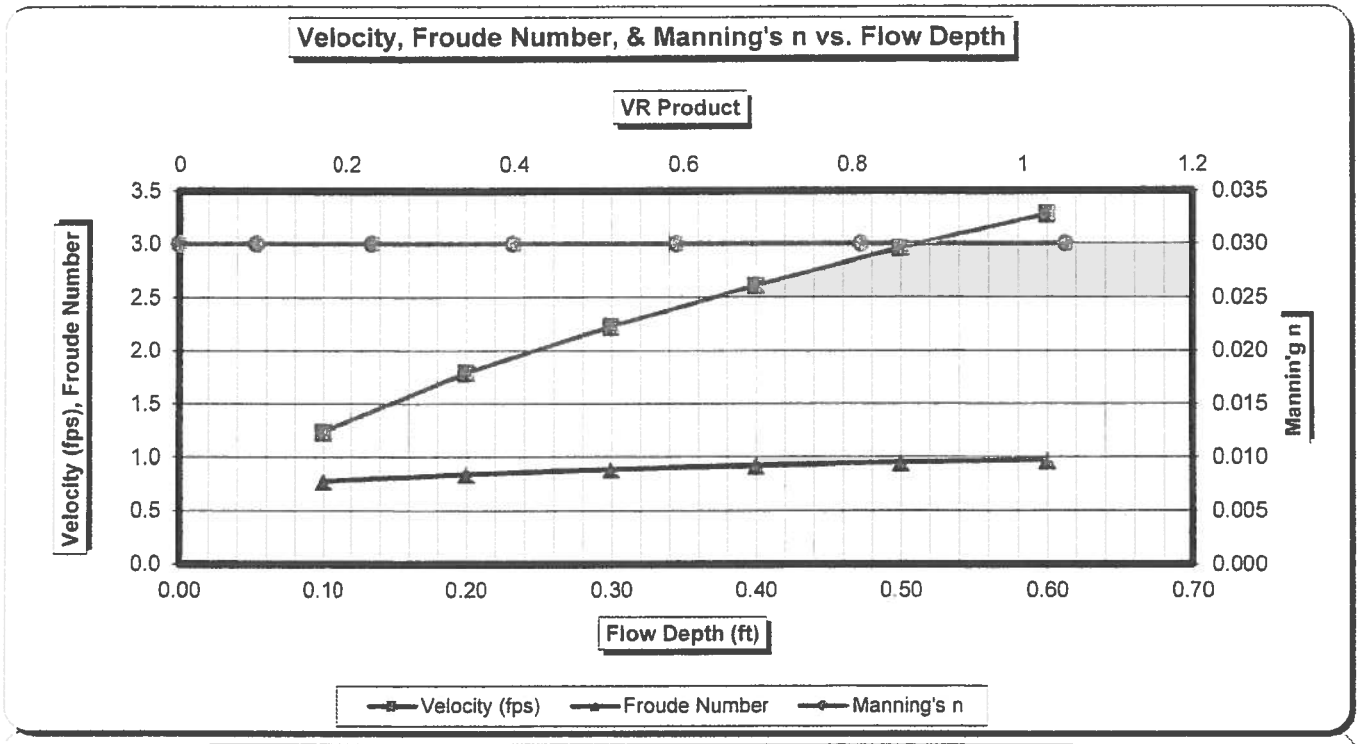
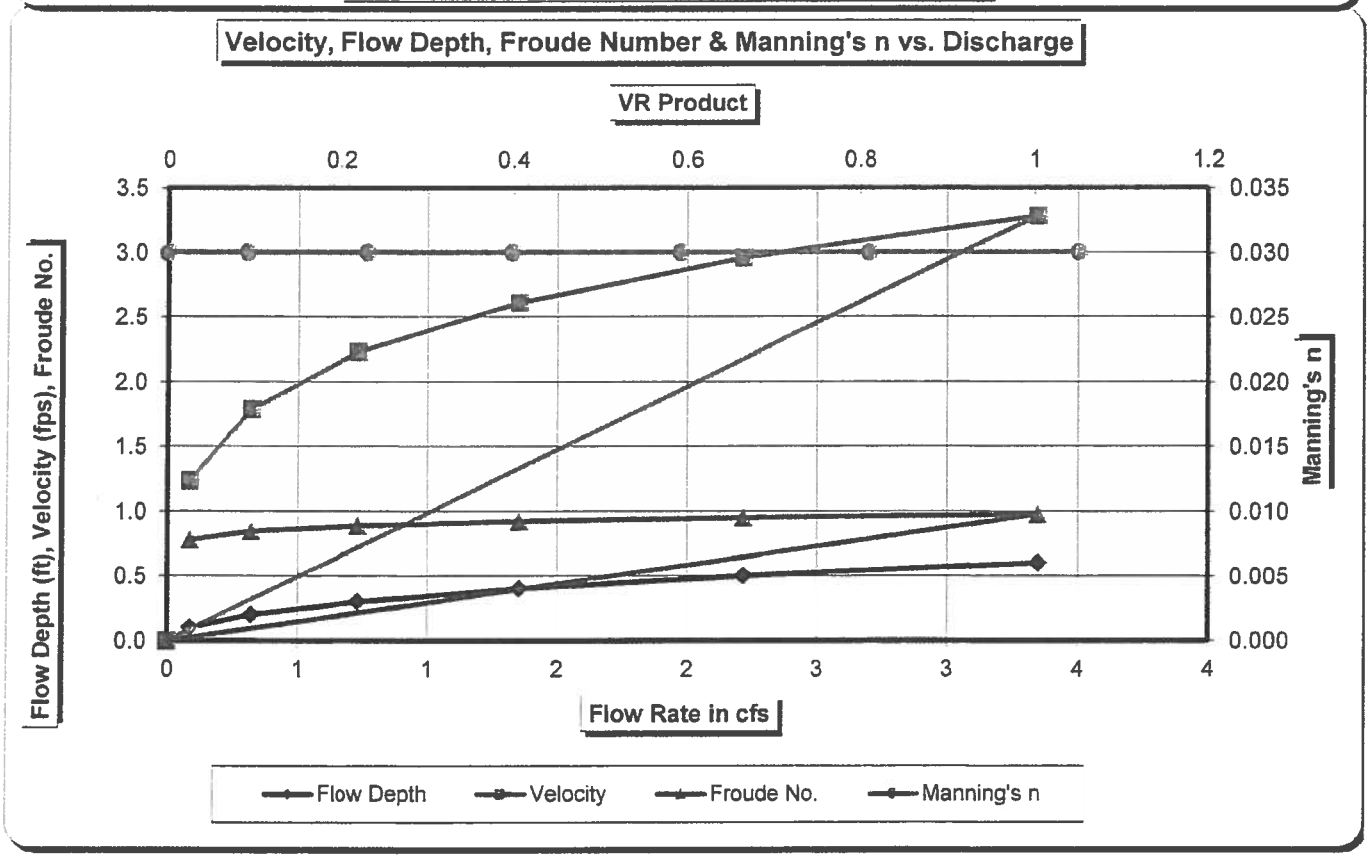
RATING CURVE FOR TRAPEZOIDAL CHANNEL





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.

TOWN OF LYONS, COLORADO

DEVELOPMENT AGREEMENT REGARDING THE
2nd & PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT –
FINAL PUD DEVELOPMENT PLAN

THIS **DEVELOPMENT AGREEMENT REGARDING THE 2nd & PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT – FINAL PUD DEVELOPMENT PLAN** (the "Agreement") is entered into this ___ day of _____, 2016, by and between the **TOWN OF LYONS, COLORADO** ("the Town"), and **DOWNTOWN LYONS DEVELOPMENT, LLC**, a Colorado limited liability company ("the Developer") (together, the "Parties") and shall be effective as of the date of mutual execution of the Parties.

WHEREAS, the Developer has submitted to the Town an application for a Planned Unit Development, specifically the 2nd & Park Subdivision and Planned Unit Development – Final PUD Development Plan ("the Final PUD Plan"), which the Town has conditionally approved by Ordinance No. 1000 ("the PUD Ordinance") adopted July 5, 2016, which is attached and incorporated into this Agreement as **Exhibit A**; and

WHEREAS, the Developer has submitted to the Town an application for a Final Plan, specifically the 2nd & Park Subdivision and Planned Unit Development Final Plat (the "Final Plat"), which the Town has conditionally approved by Resolution 16-____ adopted July 5, 2016, which is attached and incorporated into this Agreement as **Exhibit B**; and

WHEREAS, the property described in the Final Plat and the Final PUD Plan will, following recordation of the Final Plat, be legally described as:

LOTS 1 – 7,
2ND & PARK SUBDIVISION AND PUD FINAL PLAT,
TOWN OF LYONS,
COUNTY OF BOULDER,
STATE OF COLORADO

(the "Subject Property"); and

WHEREAS, the Town has fully considered the Final PUD Plan and the improvement of the Subject Property, and has made its approval expressly contingent on the Developer's agreement to the matters set forth in this Agreement; and

WHEREAS, the Town has determined that this Agreement is consistent with the Town of Lyons Comprehensive Plan, the applicable Town regulations, and the Town's approval of the Final PUD Plan as set forth in **Exhibit A**; and

WHEREAS, the Town and the Developer acknowledge and agree that the matters set forth herein are reasonable requirements for the Town to impose as part of its approval of the PUD Ordinance, and that such matters are necessary to protect and promote the public health, safety, and welfare.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the Town's approval of the Final PUD Plan and Final Plat as set forth and memorialized in **Exhibits A and B**, hereto, the Developer and the Town agree as follows:

1. General Description of Future Development of Subject Property

The development approved by the Town within the Subject Property consists of the following: a multi-use development involving the subdivision of the Subject Property into seven (7) lots, including:

A. Lot 1 zoned as PUD-Commercial (the "Commercial Lot"); and

B. Lots 2 through 7 zoned as PUD-Residential (the "Residential Lots").

The Development shall comply with all terms and conditions of record associated with the Final PUD Plan and the Final Plat.

2. Conditions of Approval

The Developer shall comply with all terms, conditions, and commitments of record with respect

to the Town's conditional approval of the Final PUD Plan and Final Plat as more particularly set forth in **Exhibits A and B**.

3. Permitted Uses

The permitted uses of the Subject Property shall be as set forth in the Final PUD Plan as approved by the PUD Ordinance attached hereto as **Exhibit A**.

A. Commercial Lot. As set forth in the Final PUD Plan and PUD Ordinance, the Commercial Lot has been rezoned from Business (B) to PUD-C (PUD Commercial). The PUD-C district incorporates the uses allowed in the C (Commercial) zone district with the following modifications:

1. The principal permitted uses identified in Section 16-3-200(b) of the Lyons Municipal Code shall be allowed on the Commercial Lot with the exception of the following uses: "entertainment facility", "medical marijuana center", and "restaurant, bar or other eating and drinking place" (collectively, the "Additional Conditional Uses"). Any change in use on the Commercial Lot to any of the Additional Conditional Uses shall be subject to the conditional use review process set forth in Article 7 of Chapter 16 of the Lyons Municipal Code.

2. A change in use on the Commercial Lot to any of the permitted conditional uses listed in the C-Commercial District at Section 16-3-200(c) of the Lyons Municipal Code shall be subject to the conditional use review process set forth in Article 7 of Chapter 16 of the Lyons Municipal Code.

3. The addition of a second story to the existing commercial building on Lot 1 for any use, including residential use up to a maximum of four (4) dwelling units, shall be allowed, subject to site plan/development plan review and approval by the Town's Planning and Community Development Commission, in accordance with all applicable procedures set forth in Article 17 of Chapter 16 of the Lyons Municipal Code ("Site Plan and Development Plan Review Process")

4. A mixed-use building (a building with less than fifty percent (50%) of the total gross floor area of the building consisting of residential uses up to a maximum of four (4) dwellings units, all of which residential uses shall be located on upper floors, where combined with a permitted nonresidential use on the ground level) shall be considered a principal permitted use of the Commercial Lot, subject to the site plan and development plan review requirements set forth in the Lyons Municipal Code and referenced in Section 3.A.3. above.

B. Residential Lots. As set forth in the Final PUD Plan and PUD Ordinance, the Residential Lots have been rezoned from B (Business) to PUD-R (PUD Residential). No use shall occur on the Residential Lots except permanently affordable single family attached (duplex) residential units. The Residential Lots shall be developed by Habitat for Humanity of the St. Vrain Valley, a Colorado non-profit corporation ("HFHSVV"), or

another development entity approved in writing by the Town Administrator of the Town of Lyons (the "Affordable Housing Developer") as permanently affordable single family homes targeted to serve Lyons residents who were displaced by the 2013 Flood. For purposes of this Agreement "permanently affordable single family attached (duplex) residential units" shall mean single family attached residential units that are made available exclusively to qualified buyers that are income certified as having no more than sixty percent (60%) of the area median income for the metropolitan statistical area which includes the Town of Lyons through an instrument substantially in the form of the Affordable Housing Covenant referenced in Section 4.C. of this Agreement below. As set forth in the Final PUD Plan, the PUD-R allows a maximum of six (6) dwelling units 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); and reduced minimum average lot size (approximately 1,601 sf) for the Residential Lots (as allowed for affordable housing under Section 16-4-200 of the Lyons Municipal Code). Each dwelling unit constructed on a Residential Lot shall have a covered entry facing Park Street with fenced private space located in the rear and non-zero side yards. Owner covenants and agrees that the Residential Lots shall not be used for any residential use other than permanently affordable single family attached (duplex) residential units. This covenant and use restriction on use shall remain

on the Residential Lots until such time as the Residential Lots are rezoned to permit a use other than permanently affordable units, in accordance with all applicable procedures set forth in Article 15 of Chapter 16 of the Lyons Municipal Code, as the same may be amended from time to time.

4. Affordable Housing Preference Policy and Instrument to Ensure Affordable Homeownership

A. The Residential Lots shall be developed as affordable housing. Following the recordation of the Final Plat in the real property records of Boulder County, Colorado, the Developer intends to convey the Residential Lots to HFHSVV or the Affordable Housing Developer.

B. The preference policy for the Residential Lots shall be in the form attached as **Exhibit C**, a copy of which is attached and incorporated into this Agreement (the "Preference Policy").

C. The instrument to ensure affordable homeownership on the Residential Lots shall be in the form of the Permanently Affordable Housing Covenant attached as **Exhibit D**, a copy of which is attached and incorporated into this Agreement (the "Affordable Housing Covenant").

D. Within ninety (90) calendar days of the date on which HFHSVV or the Affordable Housing Developer has acquired record title to the Residential Lots, or prior to the issuance of any building or other permit as required by Section 5.B. below, whichever first occurs, the Town and HFHSVV or the Affordable Housing Developer shall enter into an agreement substantially in the form attached hereto as **Exhibit E**, which agreement obligates

HFHSVV or the Affordable Housing Developer to administer the Preference Policy and Affordable Housing Covenant on behalf of the Town for a minimum period of ten (10) years (the "Administration Agreement"), commencing on the date on which HFHSVV or the Affordable Housing Developer acquires title to the Residential Lots.

E. If HFHSVV or the Affordable Housing Developer does not acquire title to the Residential Lots on or before September 15, 2016, the Developer shall pay the Town a one-time fee of Five Thousand Dollars ($5,000.00) on or before October 15, 2016, which fee constitutes the Parties' good faith estimate of the costs and expenses to be incurred by the Town in amending the Preference Policy, Affordable Housing Covenant, Administration Agreement, and undertaking other administrative activities related to seeking an alternate Affordable Housing Developer or other entity acceptable to the Town to acquire the Residential Lots from the Developer and working with such entity to develop the Residential Lots as affordable housing units (the "Administration Fee"). The Town's Finance Director shall deposit the Administration Fee into a deposit account (the "Deposit Account") and shall thereafter separately account for same. The Town shall charge all costs and expenses described above against the Deposit Account and shall provide a current statement of costs and expenses incurred against the Deposit Account within a reasonable time following the Developer's written request. If Developer is required to submit the Administration Fee and fails to do so by the October 15th deadline set forth above, and following the Town providing written notice to Developer and providing Developer ten (10) business days following receipt of the Town's written notice to remit the Administration Fee to the Town, the Town may initiate any one or more of the following actions:

1. Delay processing of any pending land development related application on the Subject Property, including the Commercial Lot or Residential Lots;

2. Issue stop work orders;

3. Refuse to issue or approve any land development permit, including but not limited to, right-of-way access, street cut, over-lot grading or building permits, certificates of occupancy, or floodplain development permit; or

4. Initiate legal proceedings in any appropriate court of law.

In addition to the actions set forth above, the Town may certify all or any portion of the Administration Fee outstanding to the Boulder County Treasurer for collection with taxes.

5. Building Permits

A. The Town shall not issue any building permits or related land use permits (such as grading permits or floodplain development permits) for development within the Subject Property, or otherwise allow any development of the Subject Property to proceed, until: (a) the Parties have executed and recorded this Agreement; (b) the Parties have executed and recorded the Subdivision Improvement Agreement for 2nd & Park Subdivision and Planned Unit Development – Final Plat (the "SIA"); (c) the Developer has satisfied all conditions of the Town's approval of the Final PUD Plan and Final Plat which are prerequisite to work within the Subject Property commencing; (d) the Developer has met all other applicable requirements of the Lyons Municipal Code, the Town of Lyons Manual for the Design and Construction of Public Improvements, the Building Code or other applicable regulations for the requested permit; and (e) the collateral required by the SIA has been posted with the Town.

B. Prior to the issuance of any building permit for the Residential Lots, including the issuance of any development permit or similar permit as required for the

commencement of site work or installation of public improvements necessary to serve the Residential Lots, HFHSVV or the Affordable Housing Developer shall be required to sign a written acknowledgment in a form acceptable to the Town Administrator and Town Attorney that HFHSVV or the Affordable Housing Developer, as applicable, has: (1) reviewed the Final PUD Plan, (2) reviewed the Project Summary and Written Statement included in the PUD Plan, (3) reviewed this Agreement, (4) review the Preference, (5) reviewed the Affordable Housing Covenant, (6) has entered into the Administration Agreement with the Town in substantially the form attached as **Exhibit E** to this Agreement, and (7) has executed an assignment of subdivision improvement agreement or separate subdivision improvement agreement with the Town in form acceptable to the Town Administrator and Town Attorney. The written acknowledgment executed by HFHSVV or the Affordable Housing Developer shall contain language obligating HFHSVV or the Affordable Housing Developer to develop the Residential Lots in accordance with the terms and conditions of record set forth in the above-referenced documents.

6. Water Supply

The Subject Property shall be supplied with water by the Town in accordance with all applicable water service requirements. The Parties recognize and agree that certain water tap fees and the cost of water shares for the Residential Lots shall be waived in accordance with the applicable provisions of Resolution 2015-63, a copy of which is attached to this Agreement as **Exhibit F** and is incorporated herein by reference. The waiver of water tap fees and the cost of water shares runs solely to the benefit of HFHSVV, if and to the extent that HFHSVV becomes the record owner of the Residential Lots, and such waiver does not run to the benefit

of the Developer.

7. Sanitary Sewer

The Subject Property shall be supplied with sanitary sewer service by the Town in accordance with all applicable sanitary sewer service requirements. The Parties recognize and agree that certain wastewater tap or connection fees for the Residential Lots shall be waived in accordance with the applicable provisions of Resolution 2015-63 attached hereto as **Exhibit F**. The waiver of wastewater tap or connection fees runs solely to the benefit of HFHSVV, if and to the extent that HFHSVV becomes the record owner of the Residential Lots, and such waiver does not run to the benefit of the Developer.

8. Miscellaneous Provisions

A. Time of the Essence. Time is of the essence in/for this Agreement.

B. Governing Law, Venue, and Interpretation. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. The Parties agree that the rule of construction and interpretation of contracts that provides that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.

C. No Joint Venture or Partnership. No form of joint venture or partnership exists between the Developer and the Town and nothing contained in this Agreement shall be construed as making Developer and the Town joint venturers or partners.

D. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, but the extent of the invalidity or unenforceability does not destroy the

basis of the bargain between the parties as contained herein, the remaining provisions of this Agreement shall continue in full force and effect to the greatest extent permitted by law.

E. Captions. Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

F. Waiver. No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

G. Town Findings. The Town hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety, and general welfare and the provisions of this Agreement are consistent with the development laws, regulations and policies of the Town.

H. Expenses. Except as otherwise provided in this Agreement, Developer, and the Town shall each bear their respective costs and expenses associated with entering into, implementing and enforcing the terms of this Agreement.

I. Further Assurances. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of their rights and privileges under this Agreement.

J. Assignment. The Developer may assign or delegate this Agreement to any purchaser or transferee of ownership of the Property or any portion thereof. A party shall be deemed a "successor" or "assign" of the Developer under this Agreement only if

specifically designated in a written instrument referring to this Agreement and duly recorded in the office of the Clerk and Recorder of Boulder County, Colorado, as a successor or assign of the Developer under this Agreement.

K. Notices. Any notice or communication required under this Agreement between the Town and Developer must be in writing, and may be given either personally, by registered or certified mail, return receipt requested, or by Federal Express or other reliable overnight courier service that guarantees next day delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by any other method, a notice shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) as applicable: (i) ten days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail, or (ii) the following business day after being sent via Federal Express or other reliable courier service that guarantees next day delivery. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 8.K., designate additional persons to whom notices or communications shall be given, and designate any other address in substitution of the address to which such notice' or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

DEVELOPER: Downtown Lyons Development, LLC
Attn: Craig Ferguson
500 West Main Street
P.O. Box 769
Lyons, CO 80540

With a copy to:	Erik K. Foster Moye White LLP 16 Market Square 6th Floor 1400 16th Street Denver CO 80202-148
TOWN:	Town of Lyons 432 Fifth Avenue P.O. Box 49 Lyons, CO 80540
With a copy to:	Marcus McAskin Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, CO 80111

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

M. Recordation. This Agreement shall be recorded in the records of the Boulder County Clerk and Recorder, and upon recording shall be deemed a covenant running with the Subject Property for the benefit for the parties hereto.

N. Entire Agreement. This Agreement contains all of the understandings, conditions, and agreements between the parties relating to development of the Property, and no other prior or current representation, oral or written, shall be effective or binding upon the parties.

O. Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement and all necessary actions, notices meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this _____ day of _____, 2016.

TOWN OF LYONS

_____
Connie Sullivan, Mayor, authorized pursuant to
Ordinance No. 1000

ATTEST:

_____
Deb Anthony, MMC - Town Clerk

DEVELOPER: DOWNTOWN LYONS DEVELOPMENT, LLC,
a Colorado limited liability company

_____
Craig Ferguson, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing Development Agreement was subscribed and sworn to before me this _____ day of _____, 2016, by Craig Ferguson, as the Managing Member of Downtown Lyons Development, LLC, a Colorado limited liability company.

My commission expires: _____

_____
NOTARY PUBLIC

EXHIBITS:

Exhibit A – Ordinance No. 1000, adopted July 5, 2016, conditionally approving Final PUD Plan

Exhibit B – Resolution 2016-___, adopted July 5, 2016, conditionally approving Final Plat

Exhibit C – Preference Policy

Exhibit D – Affordable Housing Covenant

Exhibit E – Agreement between Town of Lyons and HFHSVV

Exhibit F – Resolution 2015-63

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 ___ DAY OF MAY, 2016.

INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED THIS ___ 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.

Exhibit A to Development Agreement

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:

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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.

TOWN OF LYONS, COLORADO
RESOLUTION 2016-53

A RESOLUTION APPROVING THE 2ND AND PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT FINAL PLAT AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE TOWN OF LYONS AND DOWNTOWN LYONS DEVELOPMENT, LLC

WHEREAS, the Town of Lyons possesses the authority to approve the subdivision of land within the Town; and

WHEREAS, JM Associates, Inc. ("Applicant") on behalf of Downtown Lyons Development, LLC, a Colorado limited liability company ("Owner") has applied for approval of major subdivision, specifically the 2nd & Park Subdivision and Planned Unit Development Final Plat (the "Final Plat"); and

WHEREAS, pursuant to Section 17-4-20(a) of the Town of Lyons Subdivision Regulations, a major subdivision is a three-step process requiring the processing and approval of a sketch plan, preliminary plan, and final plat; and

WHEREAS, the property included in the Final Plat is commonly known as 304 2nd Avenue and is legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the Subject Property consists of 0.686 acres, more or less; and

WHEREAS, the Final Plat proposes to re-plat the Subject Property into seven lots; and

WHEREAS, the sketch plan was considered by the Planning and Community Development Commission ("PCDC") on September 28, 2015 and was approved by the Board of Trustees by Ordinance No. 987 dated October 19, 2015; and

WHEREAS, the preliminary plan was considered by the PCDC on October 26, 2015 and was conditionally approved by the Board of Trustees by Ordinance No. 989 dated November 2, 2015; and

WHEREAS, the Final Plat was considered by the PCDC on November 23, 2015, and was recommended to the Board of Trustees for conditional approval; and

WHEREAS, the PCDC and the Board of Trustees have conducted the public hearings on the sketch plan, preliminary plan and Final Plat following proper notice to the public; and

WHEREAS, the record for this case includes, but is not limited to, the Lyons Municipal Code, the Lyons Comprehensive Plan, 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 sketch plan, preliminary plan and Final Plat application materials, together with accompanying maps, reports, studies and all other submittals of the Applicant and Owner, any evidence or correspondence submitted by members of the public at the public hearings, and the files and reports of the Town Staff members that have reviewed the application; and

WHEREAS, the PCDC has recommended conditional approval of the Final Plat, subject to the conditions set forth in the minutes of the November 23, 2015 PCDC meeting; and

WHEREAS, the Board of Trustees specifically finds that the preliminary plan for the Subject Property was approved or conditionally approved by the Board of Trustees not more than twelve (12) months prior to the date of submission of the application for Final Plan approval; and

WHEREAS, the proposed Final Plat substantially conforms to all applicable requirements of the Lyons Municipal Code and Town ordinances and resolutions; and

WHEREAS, the report prepared by Town Staff and other information presented to the Board of Trustees at the July 5, 2016 public hearing supports a finding that all of the required standards of approval for a major subdivision set forth in Section 17-4-80 of the Subdivision Regulations have been established by sufficient and competent evidence; and

WHEREAS, Section 17-13-10 of the Lyons Municipal Code does not permit the approval of a subdivision application unless and until a subdivision improvement agreement executed by the Owner is completed and presented to the Board of Trustees for review and consideration; and

WHEREAS, the Board of Trustees desires to approve the Subdivision Improvement Agreement ("SIA") in the form attached hereto as **Exhibit B**; and

WHEREAS, the Board of Trustees finds that the SIA conforms to the requirements set forth in Section 17-13-20 of the Code; and

WHEREAS, the Board of Trustees desires to conditionally approve the Final Plat and approve the SIA in the form attached.

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

Section 1. The Town Board of Trustees hereby (a) approves the SIA with Downtown Lyons Development, LLC in the form attached as **Exhibit B**; (b) authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the SIA that does not increase the obligations of the Town; and (c) authorizes the Mayor to execute the SIA when in final form.

Section 2. The Board of Trustees hereby approves the Final Plat for the Subject Property (the 2nd & Park Subdivision and Planned Unit Development Final Plat), based on a determination that all applicable standards of the Town's Subdivision Regulations have been met.

Section 3. Approval of the Final Plat shall be and is subject to the following conditions of approval:

a. The Applicant and Owner shall resolve and correct any technical issues as directed by Town Staff prior to recordation of the Final Plat mylar; and

b. 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 application in full prior to recordation of the Final Plat mylar.

Section 4. Town Staff is authorized to make any changes to the mylar form of the approved Final Plat as may be needed to conform the Final Plat to the form and content requirements of the Subdivision Regulations in effect at the time the Final Plat is submitted for signature(s) and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 5. Upon the Applicant's and Owner's completion of any and all changes to the mylar as may be required by this Resolution, the Mayor shall be authorized to sign the Final Plat and the Town Clerk shall be authorized to attest the Mayor's signature.

Section 6. This Resolution shall be effective upon its adoption by the Board of Trustees.

ADOPTED THIS 5TH DAY OF JULY, 2016.

TOWN OF LYONS, COLORADO

By: _____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, MMC - Town Clerk

Exhibit A
Subject Property – Legal Description

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;
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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

Containing 0.686 acres, more or less.

Following recordation of the Final Plat, the Subject Property described above will be legally described as:

LOTS 1 – 7,
2ND & PARK SUBDIVISION AND PUD FINAL PLAT,
TOWN OF LYONS,
COUNTY OF BOULDER,
STATE OF COLORADO

Exhibit B
SUBDIVISION IMPROVEMENT AGREEMENT
FOR 2ND & PARK SUBDIVISION AND
PLANNED UNIT DEVELOPMENT – FINAL PLAT

TOWN OF LYONS, COLORADO
RESOLUTION 2016-53

A RESOLUTION APPROVING THE 2ND AND PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT FINAL PLAT AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE TOWN OF LYONS AND DOWNTOWN LYONS DEVELOPMENT, LLC

WHEREAS, the Town of Lyons possesses the authority to approve the subdivision of land within the Town; and

WHEREAS, JM Associates, Inc. ("Applicant") on behalf of Downtown Lyons Development, LLC, a Colorado limited liability company ("Owner") has applied for approval of major subdivision, specifically the 2nd & Park Subdivision and Planned Unit Development Final Plat (the "Final Plat"); and

WHEREAS, pursuant to Section 17-4-20(a) of the Town of Lyons Subdivision Regulations, a major subdivision is a three-step process requiring the processing and approval of a sketch plan, preliminary plan, and final plat; and

WHEREAS, the property included in the Final Plat is commonly known as 304 2nd Avenue and is legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the Subject Property consists of 0.686 acres, more or less; and

WHEREAS, the Final Plat proposes to re-plat the Subject Property into seven lots; and

WHEREAS, the sketch plan was considered by the Planning and Community Development Commission ("PCDC") on September 28, 2015 and was approved by the Board of Trustees by Ordinance No. 987 dated October 19, 2015; and

WHEREAS, the preliminary plan was considered by the PCDC on October 26, 2015 and was conditionally approved by the Board of Trustees by Ordinance No. 989 dated November 2, 2015; and

WHEREAS, the Final Plat was considered by the PCDC on November 23, 2015, and was recommended to the Board of Trustees for conditional approval; and

WHEREAS, the PCDC and the Board of Trustees have conducted the public hearings on the sketch plan, preliminary plan and Final Plat following proper notice to the public; and

WHEREAS, the record for this case includes, but is not limited to, the Lyons Municipal Code, the Lyons Comprehensive Plan, 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 sketch plan, preliminary plan and Final Plat application materials, together with accompanying maps, reports, studies and all other submittals of the Applicant and Owner, any evidence or correspondence submitted by members of the public at the public hearings, and the files and reports of the Town Staff members that have reviewed the application; and

WHEREAS, the PCDC has recommended conditional approval of the Final Plat, subject to the conditions set forth in the minutes of the November 23, 2015 PCDC meeting; and

WHEREAS, the Board of Trustees specifically finds that the preliminary plan for the Subject Property was approved or conditionally approved by the Board of Trustees not more than twelve (12) months prior to the date of submission of the application for Final Plan approval; and

WHEREAS, the proposed Final Plat substantially conforms to all applicable requirements of the Lyons Municipal Code and Town ordinances and resolutions; and

WHEREAS, the report prepared by Town Staff and other information presented to the Board of Trustees at the July 5, 2016 public hearing supports a finding that all of the required standards of approval for a major subdivision set forth in Section 17-4-80 of the Subdivision Regulations have been established by sufficient and competent evidence; and

WHEREAS, Section 17-13-10 of the Lyons Municipal Code does not permit the approval of a subdivision application unless and until a subdivision improvement agreement executed by the Owner is completed and presented to the Board of Trustees for review and consideration; and

WHEREAS, the Board of Trustees desires to approve the Subdivision Improvement Agreement ("SIA") in the form attached hereto as **Exhibit B**; and

WHEREAS, the Board of Trustees finds that the SIA conforms to the requirements set forth in Section 17-13-20 of the Code; and

WHEREAS, the Board of Trustees desires to conditionally approve the Final Plat and approve the SIA in the form attached.

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

Section 1. The Town Board of Trustees hereby (a) approves the SIA with Downtown Lyons Development, LLC in the form attached as **Exhibit B**; (b) authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the SIA that does not increase the obligations of the Town; and (c) authorizes the Mayor to execute the SIA when in final form.

Section 2. The Board of Trustees hereby approves the Final Plat for the Subject Property (the 2nd & Park Subdivision and Planned Unit Development Final Plat), based on a determination that all applicable standards of the Town's Subdivision Regulations have been met.

Section 3. Approval of the Final Plat shall be and is subject to the following conditions of approval:

a. The Applicant and Owner shall resolve and correct any technical issues as directed by Town Staff prior to recordation of the Final Plat mylar; and

b. 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 application in full prior to recordation of the Final Plat mylar.

Section 4. Town Staff is authorized to make any changes to the mylar form of the approved Final Plat as may be needed to conform the Final Plat to the form and content requirements of the Subdivision Regulations in effect at the time the Final Plat is submitted for signature(s) and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 5. Upon the Applicant's and Owner's completion of any and all changes to the mylar as may be required by this Resolution, the Mayor shall be authorized to sign the Final Plat and the Town Clerk shall be authorized to attest the Mayor's signature.

Section 6. This Resolution shall be effective upon its adoption by the Board of Trustees.

ADOPTED THIS 5TH DAY OF JULY, 2016.

TOWN OF LYONS, COLORADO

By: _____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, MMC - Town Clerk

Exhibit A
Subject Property – Legal Description

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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

Containing 0.686 acres, more or less.

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TOWN OF LYONS,
COUNTY OF BOULDER,
STATE OF COLORADO

Exhibit B
SUBDIVISION IMPROVEMENT AGREEMENT
FOR 2ND & PARK SUBDIVISION AND
PLANNED UNIT DEVELOPMENT – FINAL PLAT

Exhibit A to Development Agreement

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COUNTY OF BOULDER, STATE OF COLORADO

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

TOWN OF LYONS, COLORADO
SUBDIVISION IMPROVEMENT AGREEMENT
FOR 2ND & PARK SUBDIVISION AND
PLANNED UNIT DEVELOPMENT – FINAL PLAT

This Subdivision Improvement Agreement (the "Agreement") is entered into and made effective this ____ day of _____, 2016, by and between the **TOWN OF LYONS**, a municipal corporation of the State of Colorado (the "Town") and **DOWNTOWN LYONS DEVELOPMENT, LLC**, a Colorado limited liability company (referred to herein as "Developer"). The Town and Developer are collectively referred to as "Parties," or occasionally in the singular as "Party." This Agreement includes the attached Exhibits A-C.

WITNESSETH:

WHEREAS, Developer owns certain real property in fee simple located within the Town as more particularly described in **Exhibit A** (the "Property"); and

WHEREAS, the Property is currently addressed as 304 2nd Avenue in the Town of Lyons; and

WHEREAS, Developer desires to develop the Property and has submitted the following to the Town for review and approval:

- 2nd & Park Subdivision and Planned Unit Development – Final Plat (the "Final Plat"); and

- 2nd & Park Subdivision and PUD – Final PUD Development Plan including the site development plan, grading/drainage plan, erosion control plan and related documents (the "Final PUD Plan"); and

WHEREAS, taken together the Final Plat and Final PUD Plan are hereafter referred to in this Agreement as the "Development Plan", a copy of which is on file with the Town Clerk and is made a part hereof by reference; and

WHEREAS, the Town and Developer agree that the development of the Property as specified in the Development Plan will require increased municipal services from the Town and will require the installation of certain public improvements, including drainage improvements approved by the Town; and

WHEREAS, the Town is willing to approve and execute said Development Plan upon the agreement of Developer to the matters hereinafter described and subject to all the requirements, terms and conditions of the ordinances, rules, regulations and standards of the Town including but not limited to the Town's engineering specifications, the Municipal Code, commonly accepted engineering practices, the Town's Manual for the Design and Construction of Public Improvements, and all other governing regulations (collectively, the "Standards") in effect at the time the Construction Plans (as hereinafter defined) are approved by the Town; and

WHEREAS, the Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in consideration of its approval and execution of the Development Plan, and that such matters are necessary to protect, promote, and enhance the public welfare; and

NOW, THEREFORE, in consideration of these premises, the mutual obligations herein contained, and the Town's approval and execution of the Development Plan, it is agreed as follows:

Section I. Obligation to Provide Improvements-Construction Plans-Engineer's Cost Estimate

A. The Developer is obligated to provide for the construction and installation of certain public improvements to serve the Property as generally identified in the schedule of Improvements attached hereto as **Exhibit B** and hereinafter referred to as the "Improvements" in compliance with all requirements contained in the Standards and the approved Development Plan. The Developer is obligated to provide for the installation and maintenance of certain landscaping improvements ("Landscape Improvements") as shown on the Development Plan, the plans for which, in terms of quantity and type, shall be provided with the Construction Plans.

B. The Developer shall submit to the Town for approval final construction and engineering plans and drawings ("Construction Plans" or "Plans") and engineer's cost estimate of Improvements ("ECE") suitable to identify the quantity and type of all Improvements and for the construction of all Improvements in compliance with all applicable Standards and in a form approved by the Town. Developer shall submit and obtain the Town's approval of the Construction Plans and ECE no later than the first anniversary of the Town Board of Trustees ("BOT") approval of the Development Plan, unless an extension of the Development Plan in accordance with the relevant provisions of the Lyons Municipal Code has been granted. Said Construction Plans, to be incorporated herein by reference, shall bear the stamp of a Colorado licensed engineer with experience in the design and engineering of such Improvements. Such ECE shall include a cost contingency of ten percent (10%) of the total estimated construction costs of the Improvements and Landscape Improvements. The ECE shall be attached hereto as **Exhibit B** and shall supplement the schedule of Improvements identified in **Exhibit B** as of the date of this Agreement. Construction of the Improvements or any development of the Property shall not commence until the Town has issued the Development Permit as that term is defined in Section II below. Developer shall secure and comply with all necessary permits issued by the Town and other governmental or quasi-governmental authorities having jurisdiction over the development of the Property. Developer shall not modify the Construction Plans or any of the Improvements without the prior written approval of the Town. The Town will communicate its approval or disapproval of any such modification within fifteen (15) business days after its receipt of Developer's request.

C. The Improvements may be constructed in specified phases subject to the Town's prior approval of a phasing plan submitted by Developer ("Phasing Plan"). The Town shall not approve a Phasing Plan unless it is assured that each phase of development shall be an integrated, self-contained project consisting of all Improvements necessary to serve the phased portion of the property. Phasing shall not be used to provide for construction of Improvements on a piecemeal basis. If approved by the Town, a Phasing Plan shall be specifically set forth in an exhibit to this Agreement.

Section II. Development Permit Approval

A. Prior to and as a condition of constructing the Improvements, Developer shall submit for approval applications for a grading permit, building permit, floodplain development permit and/or any other applicable Town permit(s) (collectively, the

"Development Permit") on the correct application form or forms as provided by the Town. Developer shall submit the Development Permit application within one hundred eighty (180) days of the Town's approval of the Construction Plans. As part of the Development Permit application, Developer shall submit payment of all fees associated with the Development Permit, and any other applicable fees, including the fees set forth in the Town's Fee Schedule applicable to building permit taxes and fees including but not limited to the park fee set forth in Article 14 of Chapter 18 of the Lyons Municipal Code and the electric community investment fee set forth in Section 13-2-110 of the Municipal Code.

B. Before approval of construction plans commencing construction of any Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way and easements on all lands upon which the Improvements will be located and shall provide written evidence of the same to the Town.

Section III. Construction of Improvements

A. Developer shall provide notice to the Town at least forty-eight (48) hours before commencing construction of the Improvements or prior to the Town's inspection of any such Improvement during or after construction. To the extent that any decisions become necessary during construction as to the quality or acceptability of the materials furnished, the work performed or the manner of performance of the work, Developer shall give the Town three (3) business days' notice and the opportunity to make any such decisions.

B. The Improvements and Landscape Improvements shall be constructed and installed in accordance with the Construction Plans and in accordance with applicable provisions of the Standards and all other applicable ordinances, resolutions and regulations, including but not limited to all building, fire, plumbing, and safety codes, in effect at the time of construction. If the Town reasonably determines that construction or installation is not in compliance with the approved Construction Plans or applicable ordinances, rules and regulations, it shall notify Developer of the required corrections, which Developer shall make within ten (10) business days of receipt of such notification or, if the nature of the corrections is such that the same cannot be reasonably completed within ten (10) business days, then Developer shall undertake such corrections within ten (10) business days and shall diligently prosecute the same to completion. In the event the Developer fails to make or commence the required corrections within said ten (10) day period, the Town may direct Developer to stop work until corrections are made to the satisfaction of the Town.

C. Developer shall at its sole cost and expense engage a Colorado licensed professional engineer to provide inspection, and testing if required by the Town, during the construction process. Copies of all such tests shall be provided to the Town promptly upon request. Developer shall contact the Town immediately upon the failure of any performance testing, and of any problems that arise which may prevent construction or installation in accordance with the approved Construction Plans.

D. At all times during said construction, and in accordance with this Agreement, the Town shall have the right to require Developer to conduct testing and inspection, at Developer's expense. If Developer fails to do so within ten (10) business days

of a notice from the Town detailing the required test or inspection, or if the Town reasonably believes that any required tests or inspections were either performed incorrectly or falsified, the Town may conduct the same and charge the cost to Developer. No excavation, facility or Improvement, including water and sewer service connections, shall be covered until inspected by the Town, or the applicable service provider, or until the Town waives such inspection in writing. Construction shall not proceed beyond required inspections or testing unless approved by the Town. No liability shall attach to the Town, its agents, or contractors by reason of any inspections, observations, testing, or reviews, or by reason of the issuance of any approval or permit for any work subject to this Agreement. Developer shall reimburse the Town for all costs incurred by the Town in the performance of the above services, including associated attorney fees and costs, within thirty (30) days after receipt of the Town's invoice for said services.

Section IV. Completion of Improvements

Except where a shorter time period is prescribed, all Improvements, including Landscape Improvements, herein described, and all matters herein agreed to be performed shall be installed, constructed, or performed by Developer within two (2) years from the date of the Town's issuance of the Development Permit. Extensions of time up to an additional one (1) year period for completion of Improvements may be granted by the Town in writing for good cause shown. "Good Cause" shall be determined by the Town in its sole discretion; notwithstanding the foregoing, Good Cause may include: (a) *force majeure* events; (b) unreasonable delay in the receipt of approval, notice, inspection, testing or other required response from the Town; and (c) any extension agreed upon in writing by Developer and the Town. Any extension of time to complete the Improvements beyond the two (2) year period shall require the Developer to submit updated construction cost estimates for completion of the remaining Improvements and to provide additional or replacement Collateral in an amount equal to one hundred percent (100%) of the cost to construct the Improvements remaining to be completed (which cost estimate shall include a cost contingency of twenty percent (20%) of the total estimated costs to construct remaining Improvements in accordance with Section 17-13-20(1) of the Lyons Municipal Code).

Section V. Ownership and Maintenance of Improvements

A. Improvements to be owned and maintained by the Town shall be specifically identified in the ECE and shall become the sole property of the Town, free and clear of all liens, encumbrances, and restrictions upon Final Acceptance by the Town. Prior to and as a condition of Final Acceptance, Developer shall furnish to the Town unconditional lien waivers that all claims and payments to be made in connection with construction of said Improvements have been satisfied.

B. Except those Improvements to be owned and maintained by the Town, the completed Improvements shall be owned and maintained by Developer and its successors and assigns; provided that the Town reserves the right to enter upon and access Developer-owned Improvements for purposes of repair and emergency maintenance as deemed necessary by the Town in the interest of the public health, safety and welfare of Town residents.

C. The completed Landscape Improvements shall be owned and maintained by Developer and its successors and assigns. Landscape Improvements shall be maintained with proper care, including proper watering and replacement, as necessary, of living plant materials.

Section VI. As-Built Drawings for Improvements

When Developer has completed the Improvements as provided herein, Developer shall provide two (2) copies of as-built drawings showing the Improvements in their as-built locations at the time of Developer's request for Probationary Acceptance of the Improvements by the Town. As-built drawings shall be prepared under the direction of a Colorado licensed professional engineer based on information provided by the general contractor and a survey of surface features of the constructed site within the public right-of-way and easements indicating that the constructed Improvements are in substantial compliance with the Construction Plans or that any material deviations have received prior written approval from the Town. No certificates of occupancy shall be issued by the Town until: (1) as-built drawings are provided to and approved by the Town following Probationary Acceptance of the Improvements; and (2) all improvements serving the improvements or structures constructed within the Property required by the Town's Subdivision Regulations, the Final Plat and this Agreement have been found substantially complete and accepted by the Town, unless otherwise expressly approved by the BOT as set forth in Section 17-2-10(b) of the Lyons Municipal Code.

Section VII. Collateral

A. In order to secure the performance of the construction and installation of the Improvements and Landscape Improvements herein agreed by Developer, the Developer shall provide the Town with security ("Collateral") in the form of a cash deposit or one or more irrevocable letters of credit ("Letter of Credit") in the same form as attached hereto as **Exhibit C,** or as may be approved by the Town Attorney, in an amount equal to the total cost of the Improvements and Landscape Improvements as set forth in the approved ECE. Collateral shall be required to be submitted for acceptance by the Town at the time of Development Permit application. No building permit shall be issued for any lot within the Development Plan unless and until the Collateral has been provided to the Town. A Letter of Credit form of Collateral shall be issued by a Colorado bank, or other financial institution doing business in Colorado that is acceptable to the Town. Developer shall ensure that the Collateral remains unencumbered and free from claims of others so that any requests of the Town for payment or enforcement may be immediately and unequivocally honored without cost to the Town. Such security shall be maintained, in the amount required by this Agreement, and subject to partial releases as contemplated in Section VIII of this Agreement, through Final Acceptance of the Improvements by the Town. If at any time prior to Final Acceptance, the Town determines that the Collateral is not sufficient to cover all costs of construction of the Improvements, Developer shall be required to post additional or supplemental Collateral in an amount deemed sufficient and approved by the Town to pay for all costs of construction, including any administrative costs and contingency amount.

B. If Developer fails to perform or observe any obligation or condition to be performed by Developer under this Agreement in respect to the Improvements and Landscape Improvements, and such default remains uncured for more than

thirty (30) days after Developer's receipt of written notice thereof from the Town, the Town may cure the default at Developer's expense and draw on the Collateral from time to time to pay the costs incurred in connection therewith. In the event Developer fails to complete, install or perform any portion of work and/or Improvements or Landscape Improvements within said two (2) year period or any period of extension granted by the Town, the Town may complete such remaining work and Improvements within a reasonable time by such means and in such manner as it may deem advisable, at Developer's expense. The Town shall be entitled to draw against such Collateral to pay for the Town's actual costs and expenses incurred in contracting for said work and Improvements, including the cost of obtaining required permits from the Town or any other applicable jurisdiction plus a five percent (5%) administrative fee, plus legal expenses incurred, to cover costs associated with completing the Improvements described herein.

C. In the event the amount of Collateral is not sufficient for the Town to complete the Improvements as determined by the Town in its sole discretion, the Town shall be entitled to reimbursement from Developer upon demand for such cost overruns, including but not limited to labor and material costs as well as engineering and legal fees and costs. In the event the Developer fails to maintain Collateral in the amount required pursuant to the terms of this Agreement through Final Acceptance of the Improvements, Developer shall be in default of this Agreement and the Town shall be authorized to make demand on the then-existing Collateral.

D. If a Letter of Credit is set to expire within fourteen (14) calendar days and Developer has not yet provided a satisfactory replacement, the Town may draw on the Letter of Credit and either hold such funds as security for performance of this Agreement or spend such funds to finish improvements or correct problems within the Property, as the Town deems appropriate.

Section VIII. Partial Release of Collateral – Limited Circumstances

A. Developer may seek and the Town may grant partial releases of Collateral on completed Improvements only where a Phasing Plan has been approved by the Town and Developer has completed a phase of development in accordance with the Phasing Plan; or (2) for completed Landscape Improvements as provided in Subsection B below. Developer's request for partial release must include copies of bills, invoices and schedules of values for work performed and Improvements completed. The Town shall inspect the completed work and Improvements within thirty (30) days and shall process such partial release in a manner similar to a request for Probationary Acceptance. Within such thirty (30) day period, the Town will either approve the request for partial release or deny the same with detail as to any aspect of the Improvements that the Town determines are not acceptable. The procedures for completion of Improvements and work by the Town and payment to the Town therefore from the Collateral shall apply whether there be one or more defaults on the part of Developer in performing the terms, conditions, and covenants contained in this Agreement. Notwithstanding the foregoing, the Town shall not be required to make any partial release of the Collateral if doing so would reduce the outstanding amount of the Collateral below an amount equal to one hundred percent (100%) of the then current estimate of the costs to be incurred to complete the construction of the remaining

Improvements (including the ten percent (10%) contingency amount). No partial release of any portion of the Collateral shall be deemed an acceptance of any Improvement by the Town. Acceptance of Improvements shall be accomplished in accordance with Section IX of this Agreement.

B. Upon Developer's completion of the Landscape Improvements or partial completion of Landscape Improvements, Developer may request the Town's review and acceptance of such Landscape Improvements. Provided the Landscape Improvements comply with the Development Plan, Developer may request release of all or a portion of Collateral relating to the Landscape Improvements and such release shall be considered in the same manner as provided in Section VIII(A) above.

Section IX. Standards for Acceptance

A. Probationary Acceptance and Warranty Period. As soon as all of the Improvements are installed and the Town determines that such Improvements have been constructed in accordance with the approved Construction Plans, the Town will issue to the Developer a certificate of Probationary Acceptance granting Probationary Acceptance of such Improvements. The probation and warranty period will terminate one (1) year from the date of Probationary Acceptance. Upon Probationary Acceptance, the Town will allow a reduction of the Collateral to not less than ten percent (10%) of the total cost to construct the Improvements, as specified in **Exhibit B**. Until Final Acceptance, the Town may notify Developer of any defective Improvements and Developer shall complete, repair or replace the same within thirty (30) days. In the event Developer fails to so complete, repair or replace such defective Improvements, the Town may draw upon the retainage portion of the Collateral to complete, repair or replace the same.

B. Final Acceptance. Improvements constructed pursuant to this Agreement are eligible for Final Acceptance in accordance with the Standards no sooner than nine (9) months following the Probationary Acceptance date. Developer shall request Final Acceptance by the Town in writing. After inspection for Final Acceptance, the Town will identify and provide a written list of deficiencies based on a physical inspection of the Improvements. Developer shall correct all deficiencies to the Town's satisfaction within three (3) months from the date said deficiency list was issued. When all deficiencies have been corrected, the Town will issue a certificate of Final Acceptance to the Developer within the time period provided in the Standards. Upon issuance of said certificate of Final Acceptance, all Improvements specified in said certificate shall be deemed approved and accepted by the Town, whereupon such Improvements shall be owned and maintained by the Town or Developer, as applicable. At such time, the Town will release any remaining Collateral.

Section X. Remedies

A. The Town's rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. Upon breach of any provision of this Agreement by Developer beyond any notice and right to correct specified herein, the Town may initiate any one or more of the following actions:

1. Delay processing of any pending land development related application;

2. Issue stop work orders;

3. Refuse to issue or approve any land development permit, including but not limited to, right-of-way access, street cut, over-lot grading or building permits, certificates of occupancy, or floodplain development permit;

4. Draw from the Collateral to cover the costs associated with correcting the Developer's breach;

5. Issue a citation to the Developer or any contractor or subcontractor for violating requirements of the Lyons Municipal Code; or

6. Initiate legal proceedings in any appropriate court of law.

B. Any amounts due and owing to the Town under this Agreement that are not paid in a timely manner may be certified to the Boulder County Treasurer for collection with taxes.

Section XI. Responsibility for Installing Utilities and for Permitting Installation of Utilities

A. Developer agrees to be responsible for contracting for installation of any or all utilities where required, including, but not limited to water, sewer, natural gas and electricity. All utilities that serve the Property shall be underground in accordance with this Agreement. The Parties agree that electrical, fiber optic, cable, and telephone service for the Development Plan shall be underground in accordance with the Standards. Developer understands that no building permits shall be issued until all utilities as well as adequate rights-of-way and streets are available or provided for each lot for which a building permit is sought by Developer.

B. Subject to the Standards, the Town, as the owner of public rights-of-way and public or drainage easements depicted on the Development Plan, retains the right to issue right-of-way use permits to utility companies or to other persons, companies, corporations or organizations prior to the Final Acceptance of the Improvements.

Section XII. Construction Site Maintenance

A. Developer shall take all reasonable steps necessary to prevent its construction activities from damaging adjacent properties, including the Town's property. If any adjacent property is damaged or destroyed by and during the construction of the Improvements, Developer shall, at its cost, promptly repair or replace the same to a condition similar or equal to that existing before such damage or injury.

B. During construction, Developer shall use proper air quality control and erosion and sedimentation control and maintain streets and roads in such a manner that they may be reasonably traveled upon. If the Town determines in its sole discretion that dust emanating from the Property related to construction activities is unacceptable, it may order measures be taken, and Developer shall comply with such order. In the event that Developer does not comply with such

abatement measures within fifteen (15) days, the Town may order construction to cease until Developer has complied with such abatement measures and Developer shall so comply. The Collateral shall be sufficient to include costs associated with re-vegetation of areas destroyed by such construction.

Section XIII. Maintenance and Workmanship of Improvements

A. Developer shall keep and maintain all the Improvements in good order and condition until the Town issues a certificate of Final Acceptance pursuant to Section IX of this Agreement. Developer shall, at its cost, repair or replace any damage or destruction of the Improvements that occurs prior to such Final Acceptance by the Town, except to the extent that such damage or destruction is caused by agents or employees of the Town.

B. Unless otherwise specified, all materials for Improvements shall be new and both workmanship and materials shall be of good quality.

Section XIV. Contractual Obligation

Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress. Developer agrees and desires that the agreements contained herein regarding the payment of fees, installation and dedication of the Improvements, and conditions for subdivision and building approvals, including the incorporation of any provision of applicable Standards, are imposed by contract, independent of the continued validity or invalidity of any of the provisions of state law or Standards. The agreements to pay fees, and construct and dedicate public improvements or provide security are reasonable and binding commitments on the part of Developer and reasonably relate to Developer's estimates of the extent and timing of impacts that are expected to occur from the development of the Property, and are in rough proportion to such impacts.

Section XV. Payment of Fees and Charges

A. Developer shall comply with all ordinances, rules, and regulations of the Town and shall pay all fees and other charges in a timely manner as required by the Town including, but not limited to, building permit fees, inspection fees, tap or connection fees, and plan review fees which are imposed by the Town by ordinance, rule, resolution, motion, agreement, or by the terms and conditions of this Agreement. In addition to any other remedy available to the Town, the Town may withhold and deny issuance of any building permit, certificate of occupancy, or other permit or approval until all due and outstanding fees are paid by Developer.

B. Unless otherwise agreed to by the Town Administrator on a case-by-case basis, Developer's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check, or cash delivered to the Town of Lyons, 432 Fifth Avenue, Lyons, Colorado 80540.

Section XVI. Miscellaneous

A. Section Headings. The section headings in this Agreement are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provision of this Agreement.

B. Assignment and Release. This Agreement may not be assigned or delegated by the Developer without the written consent of the Town. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the BOT. No assignment shall release the Developer from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Developer, the Town may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Developer to provide to the Town written evidence of financial or other ability to meet the particular duty, obligation or responsibility being assumed by the party.

C. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives, successors and assigns. This Agreement shall continue upon subdivision of the Property and bind the subdivision and all purchasers, lessors and subsequent owners of any property within the subdivision, except a bona-fide homebuyer, until all provisions of this Agreement are satisfied.

D. Recording; Benefit. This Agreement shall be recorded with the Clerk and Recorder of Boulder County, Colorado and shall run with the land. Developer shall pay the associated recording fee imposed by Boulder County.

E. Subordination. If the Property upon which the Improvements are constructed is subject to any liens, mortgage, deed of trust or similar encumbrance, the holder of such indebtedness or encumbrance shall subordinate its interest or encumbrance to this Agreement and all its terms, conditions and restrictions.

F. 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 sent by certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other Party. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

G. Additional Documents or Action. Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

H. Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

I. Indemnification. Developer hereby expressly binds itself to indemnify and save harmless the Town and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them, or loss, cost or expense incurred by them or any of them for, or on account of, any injury or damage received or sustained by any persons, firms or corporations during the construction of the Improvements and through Final Acceptance as a result of Developer's breach of any of its obligations hereunder, or the negligent or willful misconduct of Developer or any of its employees,

agents or contractors. Developer shall also indemnify and hold the Town harmless from any liability it may have on account of any change in direction, nature, quality, or quantity of historical drainage flow, resulting from the development of the Property, or from construction of streets and storm sewers within or serving the Property, or damages to the Property resulting from natural conditions including but not limited to expansive soils, geologic hazard, wildfire hazard or flood hazard, if Developer is established to be negligent. The Town shall assert, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.* C.R.S., as well as the limitations upon liability provided herein.

J. Contractors. Developer shall give notice of the terms of this Agreement in all contracts for construction of the Improvements and provide a copy of this Agreement to the contractors and subcontractors hired to construct or install the Improvements.

K. Entire Agreement. This Agreement represents the entire agreement between the Parties and, supersedes any prior oral or collateral agreements or understandings.

L. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

M. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the Town and Developer that any person other than the Town or Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

N. Governing Law, Venue and Enforcement. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Boulder County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance.

O. Vested Rights and Subsequent Legislative Enactment. The Parties acknowledge and understand that the approval of the Development Plan was not processed or approved in accordance with or pursuant to C.R.S. Section 24-68-101 et seq. or any regulations implementing such statutory provisions and the approval of the Development Plan does not constitute approval of a site specific development plan as that phrase is defined in C.R.S. Section 24-68-101 et seq. or any regulations implementing such statutory provisions. The approval of the Development Plan shall not therefore create or grant a “vested property right” as defined by C.R.S. Section 24-68-101 et seq. Nothing in this Agreement shall limit, prevent or preclude the BOT from adopting a subsequent legislative enactment which is general in nature and which may be applicable to the Property as well as other similarly situated property; subject, however, to rights

which may accrue to the Developer by virtue of the vesting of property rights acquired in accordance with common law.

P. Authorization of Parties' Representative. The undersigned hereby represent that they serve as representatives of the Party for which they have executed this Agreement and are fully authorized to execute this Agreement on behalf of such party.

Q. Compliance with Law.

Developer, in developing the Property and constructing the Improvements herein described, shall fully comply with all applicable rules, regulations, standards, and ordinances of the Town and other governmental agencies and bodies having jurisdiction over the Project in effect at the time of construction.

Section XVII. Special Terms and Conditions

Developer shall comply with the following special terms and conditions:

LIST SPECIFIC CONDITIONS OF APPROVAL AND OTHER SITE-SPECIFIC REQUIREMENTS OR INSERT "NOT APPLICABLE"

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

TOWN OF LYONS, COLORADO

By:_____
Connie Sullivan, Mayor

ATTEST:

By: _____
Deb Anthony, MMC, Town Clerk

OWNER/DEVELOPER:

DOWNTOWN LYONS DEVELOPMENT, LLC, a Colorado limited liability company

By: _____

Craig Ferguson

Title: Managing Member

Address:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Craig Ferguson as Managing Member of Downtown Lyons Development, LLC, a Colorado limited liability company. Witness my hand and official seal:

My Commission expires:_____.

_____
Signature

_____
Name of Notary

_____

_____
Address of Notary

[S E A L]

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

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

EXHIBIT B
PUBLIC IMPROVEMENT
ENGINEER'S COST ESTIMATE

EXHIBIT C

FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

[Issuer's Letterhead]

Irrevocable Standby Letter of Credit
Letter of Credit No. _____

Date: _____

Beneficiary address: Town of Lyons
432 Fifth Avenue
P.O. Box 49
Lyons, Colorado 80540

Attention: _____

Ladies and Gentlemen:

[Name of Bank] ("Bank") hereby establishes in favor of the Town of Lyons ("Beneficiary"), for the account of DOWNTOWN LYONS DEVELOPMENT, LLC, a Colorado limited liability company ("Customer"), an Irrevocable Standby Letter of Credit in the amount of _____ Dollars ($_____) available by immediate payment upon presentation at Bank's office at [*Bank's address – provide Colorado branch or affiliate*] of Beneficiary's sight draft(s) in an amount not exceeding $_____, and each sight draft must bear the reference: "Drawn on [Bank] Irrevocable Letter of Credit No. _____, dated_____."

In addition, Beneficiary's sight draft(s) must be accompanied by this Irrevocable Standby Letter of Credit and an Affidavit of Certification in the form attached hereto as Exhibit 1 (the "Affidavit"). The Affidavit shall certify that Customer has failed to meet its obligations under the terms of a Subdivision Improvement Agreement relating to the Development Plan. Upon presentation of such Affidavit in compliance with the terms contained herein, Bank shall honor the accompanying sight draft(s) and shall not be required to determine questions of fact or law between Beneficiary and Customer.

This Irrevocable Letter of Credit sets forth the full understanding of the parties hereto and Bank hereby promises to Beneficiary that any drafts drawn under or in substantial compliance with the terms of this Irrevocable Letter of Credit will be duly honored if presented to Bank on or before _____ (the "Expiration Date") or any automatically extended Expiration Date.

It is a condition of this Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present or any automatically extended Expiration Date, unless at least sixty (60) days prior to such date Bank shall send notice to Beneficiary by registered mail or overnight courier at Beneficiary's address set forth above that Bank elects not to consider this Letter of Credit extended for any such additional period. Upon receipt of Beneficiary of such notice of non-extension, Beneficiary may draw on Bank at sight for an amount not to exceed the then available

amount under this Letter of Credit on or before the then-applicable Expiration Date, by presentation of Beneficiary's sight draft(s) accompanied by a copy of this Letter of Credit, certified by the Town Clerk to be a true and complete copy of this Letter of Credit and an Affidavit substantially in the form attached hereto as Exhibit 1.

This Irrevocable Letter of Credit is nontransferable. Partial and multiple drawings are permitted under this Letter of Credit.

This Irrevocable Letter of Credit is governed by the laws of the State of Colorado and the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 600) (2007 Revision) and, in the event of any conflict, the laws of the State of Colorado will control. The exclusive venue for all disputes regarding this Irrevocable Letter of Credit shall be the District Court for the County of Boulder, State of Colorado.

Very truly yours,

[Name of Bank]

_____

Title

EXHIBIT 1 TO EXHIBIT C

DRAWN ON [BANK NAME] IRREVOCABLE LETTER OF CREDIT NO. _____
Dated: _____

AFFIDAVIT OF CERTIFICATION

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

I, _____, being duly sworn, state as follows:

Title and Authority of Affiant. I am _____ for Town of Lyons, Colorado and am authorized to act on behalf of the Town Lyons in this matter.

Certification. Under penalty of law, I hereby certify that the Customer has failed to meet its obligations under the terms of a Subdivision Improvement Agreement relating to the 2ND & PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT – FINAL PLAT and the Town of Lyons is entitled to draft this Letter of Credit.

TOWN OF LYONS

By:_____

Name: _____
Title: _____

Subscribed and sworn to before me this ____ day of_____, 20___, by _____.

Witness my hand and official seal.

My commission expires: _____.

_____
Notary Public

(S E A L)

P.O. Box 333
Longmont, CO 80502-0333

Phone: 303-682-2485
www.stvrainhabitat.org

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 _____ , 201__, by and between **«BuyerName»** ("Grantor"), and the Town of Lyons, Colorado, a municipal corporation of the State of Colorado ("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 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. 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 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 Boulder County Clerk and Recorder or the State registrar in accordance with the applicable provisions of the Colorado Civil Union Act, C.R.S. §§ 14-15-101 et seq.

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 thirty (60) days. Proposed contracts-to-purchase may be submitted during the marketing period. However, no contract-to-purchase can be executed until the mandatory thirty (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 5.B., 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.

(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 Paragraph 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, has failed to complete the purchase within the 60-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. Right to Acquire Owner's Interest

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, a Colorado nonprofit corporation ("HFHSVV") shall each have the right to purchase the Property ("Purchase Right") at the Resale Price Limit as calculated in Paragraph 7, but not including any sales commission.

(1) 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 thirty (30) 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 forty-five (45) days of the 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 or HFHSVV, whichever has exercised its Purchase Right.

(2) 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 forty-five (45) days from the Town's Notice of Exercise of Right.

(3) 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 Administrator 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.

(4) 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 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 7.

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 8.A. 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 down 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 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 Lyons 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by **«BuyerName»**, as Grantor.

Witness my hand and official seal.

My commission expires:

_____
Notary Public

(seal)

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made and entered into this___ day of _____, 2016, by and between the **TOWN OF LYONS, COLORADO**, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "**Town**"), and **HABITAT FOR HUMANITY OF THE ST. VRAIN VALLEY, INC.**, a Colorado non-profit corporation, with office at 1833 Sunset Place, Longmont, CO 80501 ("HFHSVV").

WITNESSETH

WHEREAS, the Town and Downtown Lyons Development, LLC ("DLD") are parties to that certain Development Agreement Regarding the 2nd & Park Subdivision and Planned Unit Development – Final PUD Development Plan dated _____, 2016, a copy of which was recorded on _____, 2016 at Reception No. _____ in the real property records of Boulder County, Colorado (the "Development Agreement"); and

WHEREAS, the Development Agreement pertains to certain property described in the 2nd & Park Subdivision and Planned Unit Development Final Plat (the "Final Plat") and the 2nd & Park Subdivision and Planned Unit Development – Final PUD Development Plan ("the Final PUD Plan") being more particularly described as:

LOTS 1 – 7,
2ND & PARK SUBDIVISION AND PUD FINAL PLAT,
TOWN OF LYONS,
COUNTY OF BOULDER,
STATE OF COLORADO

(the "Subject Property"); and

WHEREAS, the Final Plat was recorded on _____, 2016 at Reception No. _____ and the Final PUD Plan was recorded on _____, 2016 at Reception No. _____ in the real property records of Boulder County, Colorado; and

WHEREAS, the Development Agreement contemplates that Lots 2 through 7 of the Subject Property (the "Residential Lots") will be conveyed to HFHSVV in allow HFHSVV to develop the Residential Lots as affordable housing and address the Town's goal of providing affordable housing units for families or individuals displaced by the September 2013 flood; and

WHEREAS, the Town does not currently administer an affordable housing program; and

WHEREAS, the Board of Trustees adopted Resolution 2016-43 setting forth certain goals for affordable housing in the Town (the "Affordable Housing Resolution"); and

WHEREAS, the Development Agreement includes a preference policy for the Residential Lots and the same is attached as **Exhibit C** to the Development Agreement (the "Preference Policy"); and

WHEREAS, the Development Agreement includes an instrument to ensure affordable homeownership on the Residential Lots and the same is attached as **Exhibit D** to the Development Agreement (the "Affordable Housing Covenant"); and

WHEREAS, the Preference Policy and Affordable Housing Covenant are hereby fully incorporated into this Agreement by reference; and

WHEREAS, HFHSVV has offered to administer the Preference Policy and Affordable Housing Covenant for a minimum period of ten (10) years from the date upon which it acquires the Subject Property; and

WHEREAS, HFHSVV represents that it possesses the necessary qualifications and expertise to perform these services; and

WHEREAS, the Town desires to enter into this Agreement with HFHSVV to authorize HFHSVV to provide these services.

NOW, THEREFORE, for the consideration herein expressed, including the promises, mutual covenants and other obligations set forth herein, it is agreed as follows by and between the Town as HFHSVV as follows:

1.0 SERVICES AND PURPOSE OF AGREEMENT

1.1 Services. The Town desires to achieve, secure, receive, or obtain certain service(s) or work product(s) as more specifically described in **Exhibit A** (the "Services"). **Exhibit A** describes the requirements and deliverables required by this Agreement and is incorporated herein by reference. As an independent contractor, HFHSVV offers and agrees to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, HFHSVV has offered to the Town the process, procedures, terms, and conditions under which HFHSVV plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties. The Parties acknowledge and agree that HFHSVV is waiving any monetary compensation related to the Services in order to assist the Town with achieving the goals and policies set forth and articulated in the Affordable Housing Resolution.

1.2 Town Representative. The Town assigns the Town Administrator as the Town Representative for this Agreement. The Town Representative will monitor HFHSVV's progress and performance under this Agreement and shall be available to HFHSVV to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.

1.3 HFHSVV Representative. HFHSVV assigns HFHSVV's Executive Director as the HFHSVV Representative for this Agreement.

1.4 Changes to Services. Any changes to the Services that are mutually agreed upon between the Town and HFHSVV shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written amendment must be signed by HFHSVV and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to

the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.

1.5 Meeting Attendance. HFHSVV shall attend such meetings of the Town relative to the Services set forth in **Exhibit A** as may be requested by the Town.

2.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE

HFHSVV offers to perform the Services in accordance with the following HFHSVV-elected practices and procedures. By this Agreement, the Town accepts such offer and the following are hereby made part of the terms and conditions of this Agreement:

2.1 General. HFHSVV shall become fully acquainted with the available information related to the Services. HFHSVV shall affirmatively request from the Town Representative and the Town such information that HFHSVV, based on HFHSVV's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. HFHSVV shall promptly inform the Town concerning ambiguities and uncertainties related to HFHSVV's performance that are not addressed by the Agreement. HFHSVV shall provide all of the Services in a timely and professional manner. HFHSVV shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

2.2 Independent Contractor. HFHSVV shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require HFHSVV to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing HFHSVV's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as HFHSVV's offer and Town acceptance of terms and conditions for performance. HFHSVV's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to HFHSVV, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that HFHSVV may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control HFHSVV or the Services shall be construed as Town plans or specifications regarding the Services.

2.3 Liability for Employment-Related Rights and Compensation. HFHSVV shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with HFHSVV, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. HFHSVV will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to HFHSVV's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. HFHSVV **ACKNOWLEDGES THAT**

NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TOUNEMPLOYMENT INSURANCE BENEFITS UNLESS HFHSVV **OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS.** HFHSVV **FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS.** HFHSVV **ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, HFHSVV waives all claims against the Town for any Employee Benefits; HFHSVV will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for HFHSVV imposed on the Town; and HFHSVV will reimburse the Town for any award, judgment, or fine against the Town based on the position HFHSVV was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

2.4 Interaction with Public. HFHSVV recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, HFHSVV offers and warrants to the Town that HFHSVV, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.

2.5 Subcontractors. HFHSVV shall be prohibited from utilizing any subcontractor(s) to provide the Services described in **Exhibit A** unless specifically approved in advance by the Town.

2.6 Review of Books and Records. HFHSVV shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of HFHSVV that are pertinent to HFHSVV's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

2.7 Affirmative Action. HFHSVV warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or any other protected category or characteristic. HFHSVV warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, or any other protected category or characteristic. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2.8 Employment of or Contracts with Illegal Aliens. HFHSVV shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. HFHSVV shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, HFHSVV certifies as of the date of this Agreement that it does not

knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that HFHSVV will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. HFHSVV is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If HFHSVV obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, HFHSVV shall be required to notify the subcontractor and the Town within three (3) days that HFHSVV has actual knowledge that a subcontractor is employing or contracting with an illegal alien. HFHSVV shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding HFHSVV's actual knowledge. HFHSVV shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. HFHSVV is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If HFHSVV violates this provision, the Town may terminate this Agreement, and HFHSVV may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.

3.0 TERM AND TERMINATION

3.1 Term. This Agreement shall be effective on the date on which the deed transferring the Residential Lots to HFHSVV has been recorded in the real property records of Boulder County, Colorado (the "Effective Date") and shall terminate on December 31, 2026, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement. Those provisions that survive termination, to include the indemnification obligations set forth in Section 2.3 above, shall remain in effect past termination.

3.2 Continuing Services Required. HFHSVV shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. HFHSVV shall not postpone, suspend, or temporarily delay the performance of the Services without the written consent of the Town Board of Trustees or the Town Administrator.

3.3 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to HFHSVV at least thirty (30) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, HFHSVV shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, data, studies and reports prepared by HFHSVV pursuant to this Agreement shall be delivered by HFHSVV to the Town and shall become the property of the Town.

3.4 Unilateral Suspension of Services. The Town may suspend HFHSVV's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to HFHSVV which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, HFHSVV shall immediately cease performance of the Services on the date of suspension.

4.0 MISCELLANEOUS PROVISIONS

4.1 No Waiver of Rights. 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. The Town's approval or acceptance of services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

4.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

4.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon their successors, heirs, legal representatives, and assigns; provided that this Section 4.3 shall not authorize assignment.

4.4 No Third-party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of HFHSVV. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

4.5 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the

language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

4.6 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

4.7 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by HFHSVV without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release HFHSVV from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

4.8 Interpretation and Mutual Negotiation. It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect HFHSVV's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either HFHSVV or HFHSVV's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town. The Parties further agree that all warranties in this Agreement are made by HFHSVV to induce the Town to accept HFHSVV's offer to enter into this Agreement and have been incorporated into the Agreement at HFHSVV's request.

4.9 Paragraph Captions. The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

4.10 Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

4.11 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Town and HFHSVV and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and HFHSVV.

4.12 Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

4.13 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

4.14 Notices. Unless otherwise specifically required by a provision of this Agreement, 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 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 below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the Town:	**If to HFHSVV**:
Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	Habitat for Humanity of the St. Vrain Valley Attention: Executive Director 1833 Sunset Place Longmont, CO 80501
With Copy to: Town Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to: Habitat for Humanity of the St. Vrain Valley Attention: Executive Director PO Box 333 Longmont, CO 80502

4.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

5.0 AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Lyons and HFHSVV and bind their respective entities.

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

By: _____
Connie Sullivan, Mayor

ATTEST:

_____
Deb Anthony, MMC - Town Clerk

HABITAT FOR HUMANITY OF THE
ST. VRAIN VALLEY, INC., a Colorado non-profit corporation

By: _____
Dave Emerson, Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing agreement was subscribed to and acknowledged before me this _____ day of _____, 2016, by Dave Emerson as the Executive Director of Habitat for Humanity of the St. Vrain Valley, Inc., a Colorado non-profit corporation.

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

_____
Notary Public

[S E A L]

EXHIBIT A
SCOPE OF SERVICES

For the entire term of the Administration Agreement between the Town and HFHSVV (the "Agreement"), HFHSVV shall perform all professional, technical and administrative services necessary to monitor and ensure the continuing affordability of the Residential Lots, being legally described as:

LOTS 2 – 7,
2ND & PARK SUBDIVISION AND PUD FINAL PLAT,
TOWN OF LYONS,
COUNTY OF BOULDER,
STATE OF COLORADO

HFHSVV shall take all necessary and proper steps to administer the Preference Policy and Affordable Housing Covenant to the satisfaction of the Town Representative.

The HFHSVV Representative shall meet annually with the Town Representative in the first quarter of each calendar year beginning in 2017 and in each subsequent calendar year during the term of the Agreement in order to review the Preference Policy, Affordable Housing Covenant, and the provision of these Services to the Town during the term of this Agreement.

TOWN OF LYONS, COLORADO
RESOLUTION 2015-63

A RESOLUTION APPROVING THE RECOMMENDATION OF THE SPECIAL HOUSING COMMITTEE THAT THE TOWN WILL AGREE TO REDUCE OR WAIVE THE STANDARD FEES ASSOCIATED WITH WATER AND SEWER TAPS AND FEES ASSOCIATED WITH THE MANDATORY PURCHASE OF WATER SHARES FOR UP TO SIX HOMES TO BE CONSTRUCTED BY HABITAT FOR HUMANITY OF THE ST. VRAIN VALLEY ON THE FORMER VALLEY BANK PROPERTY, SUBJECT TO ALL APPLICABLE PLANNING, ZONING AND PERMITTING REQUIREMENTS

WHEREAS, the Town of Lyons pays a standard fee to the City of Longmont for each water tap purchased within the Town, and in turn charges the same fee to the ultimate purchaser of the tap; and

WHEREAS, the Town also supplies wastewater taps to properties within the Town and charges fees to property owners to cover the Town's expense incurred in providing such services; and

WHEREAS, the Town also pays for water shares that are purchased by property owners to serve development and passes the cost of each share along to the respective property owner; and

WHEREAS, a Special Housing Committee has been formed to consider and investigate possible sites within the Town for affordable housing, and specifically, to identify opportunities to the extent allowed by law for Lyons residents displaced by the September 2013 flood to return to Lyons if they so desire; and

WHEREAS, the Special Housing Committee has identified the former Valley Bank property as the possible location for up to six (6) homes to be constructed by Habitat for Humanity of the St. Vain Valley (Habitat for Humanity), provided the Town can remove obstacles to the construction of affordable housing units so as to reduce the per-unit cost for the builder/developer and the ultimate end user; and

WHEREAS, one such proposal takes the form of a request to the Town's Board of Trustees to waive or reduce the amount of the fees normally charged per dwelling unit for water and wastewater taps and for the purchase of water shares for the affordable units to be constructed by Habitat for Humanity; and

WHEREAS, as noted above, the fees normally charged by the Town reflect the cost to the Town for providing the service, either as a direct expense paid to the City of Longmont as the supplier of the Town's water or as a reasonable fee to cover the costs associated with the particular service or expense; and

WHEREAS, the Town desires that the units to be constructed be deemed permanently affordable, which is defined to mean available to residents earning less than 60% of the median household income for Boulder County; and

WHEREAS, Habitat for Humanity is willing to work with the Town in pursuing any available means of declaring the units affordable housing units, including but not limited to deed restrictions, covenants, etc., and would agree that any such covenant would become a title requirement for each unit that benefits from the fee waiver or reduction; and

WHEREAS, the Town's municipal utility regulations, at Article 13 of the Lyons Municipal Code, generally authorize the Town to waive or reduce certain fees when deemed appropriate to further one or more of the Town's economic development goals; and

WHEREAS, the Board of Trustees is willing to consider the waiver or reduction of the fees that are eligible for waiver in the Code, with the ultimate goal of establishing a Town-wide policy regarding reduced fees for affordable housing units; and

WHEREAS, the parties acknowledge that the waiver by the Town of any tap fee does not excuse the Town of its obligation to pay for the use of that tap, and that the Town anticipates having to pay the tap fee to the City of Longmont even if the fee is reduced or waived for the developer and ultimate homeowner, but the Town is willing to assume the risk of having to pay the fees to Longmont, in part because the Town anticipates that a similar number of previously issued taps will be retired prior to the construction of the Habitat for Humanity homes as part of the Federal Emergency Management Agency's 404 buyout program, resulting in the reduction or elimination of the actual cost to be paid by the Town, provided that the reallocation of tap fees and the buyouts occur in the same "water year" between November 1st and October 31st; and

WHEREAS, the parties further acknowledge that the Town's commitment to waive or reduce certain fees in accordance with the provisions of the Lyons Municipal Code is directly contingent upon the successful negotiation of a development agreement between Habitat for Humanity and the would-be purchaser of the Valley Bank parcel; if the individual is unable to complete the transaction, the Town's obligations under this ordinance shall be null and void.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as if fully set forth herein.

Section 2. The Town of Lyons Board of Trustees hereby approves the request presented by the Special Housing Committee on behalf of Habitat for Humanity to have the Town of Lyons be responsible for covering water and wastewater tap fees, and the cost of water shares for each of up to six (6) individual homes to be built by Habitat for Humanity on the property known as 302 Second Avenue. Habitat for Humanity would be responsible for covering the Fair Contribution Fee (St. Vrain Valley Schools), Community Investment Fee (Electric Tap Fee), Water Meter and Construction Meter fees totaling Five Thousand Four Hundred Sixty-Seven dollars and fifty cents ($5,467.50) per unit. The Board has expressly found that this waiver is a reasonable and necessary way of incentivizing the construction of affordable housing units within the Town, and particularly for projects that might allow Lyons residents displaced by the September 2013 flood to return to Lyons.

Section 3. The Town's commitment to waive or reduce the fees for this affordable housing project is subject to Habitat for Humanity's use of the preference policy presented to the Board of Trustees, and is directly contingent upon the successful negotiation of a development agreement between Habitat for Humanity and the prospective buyer of the subject property. If the negotiation of that development agreement should not lead to a fully executed and recorded agreement, the Town's obligations and responsibilities under this Resolution shall be null and void.

Section 4. The Town's willingness to waive or reduce certain fees to incentivize the development of affordable housing units within the Town is based upon its ability to ensure that the properties remain affordable, which is defined to mean available to residents earning 60% or less of the median household income for Boulder County, for as long as possible. Habitat for Humanity agrees to work with the Town in furtherance of its goal of permanent affordability. Any waiver or reduction in fees granted by this Resolution shall inure to the benefit of Habitat for Humanity only, and the benefits conferred by this Resolution shall not be transferable to any other builder or developer.

Section 5. The Board authorizes the Mayor or Mayor Pro Tem to sign any documents needed to implement this Resolution and authorizes the Town Clerk to attest to the Mayor or Mayor Pro Tem's signature.

ADOPTED this 15th day of JUNE 2015.

TOWN OF LYONS

By:_____
John E. O'Brien, Mayor

ATTEST:

_____
Debra K. Anthony, Town Clerk

Town of Lyons, Colorado
Board of Trustees
BOT Agenda Cover Sheet
Agenda Item No: IX.5
Meeting Date: <u>May 16, 2016</u>

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

FROM: **Marcus McAskin**

DATE: **May 10, 2016 (prepared for May 16, 2016 meeting)**

ITEM: **Ordinance No. 1001: Ordinance Conditionally Vacating Certain Right-of-Way Consisting of a Portion of the Alley as Dedicated on the Putnam Plat of the Town of Lyons Recorded at Book 2, Page 77 and Book 4, Page 48 of the Boulder County Real Property Records**

__X__ ORDINANCE
_____ MOTION / RESOLUTION
_____ INFORMATION

I. **<u>REQUEST OR ISSUE:</u>** Ordinance No. 1001 ("Ordinance") vacates approximately 1,933 square feet of ROW, specifically the 20' alley ROW that bisects the property located at 304 2nd Avenue (the "Subject Property"). The legal description of the ROW proposed to be vacated (the "Alley ROW") is set forth at <u>Exhibit A</u> of the Ordinance.

During review of the 2nd & Park Subdivision and Planned Unit Development Final Plat (the "Final Plat"), Downtown Lyons Development, LLC (the "Owner") and Town Staff identified the fact that the Town may have attempted to vacate the Alley ROW back in 1982. Specifically, the minutes of the July 6, 1982 Board of Trustees meeting[1] include reference to an intent to vacate the Alley ROW:

> McIntyre moved to rezone Lots 6-14, Block 10, to "B" zoning, with the recommendations of the Planning Commission, as stated in the memeo dated June 15, 1982, included, and the platted alley dividing the property be vacated; recognizing that the original zoning of the property was in error, and the proposed zoning will better implement the purposes and scope of its zoning regulations, and will promote the public health, safety and welfare of the Town. Second by Cinnamon. Roll call vote: McIntyre-yes, Cinnamon-yes, Johnson-yes, Hultgren-yes, Brackett-yes, Rigdon-yes, Custer-yes. V & C

In Colorado, vacation of public ROW must proceed in accordance with the provisions of

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[1] Not recorded in the Boulder County real property records.

Part 3 of Article 2 of Title 43, Colorado Revised Statutes (titled "Vacation Proceedings: Roads, Streets, and Highways").

Specifically, C.R.S. § 43-2-303(2)(c) sets forth that no municipal roadway[2] may be vacated other than by an ordinance approved by the governing body of the municipality.

In order to properly vacate the Alley ROW, the Town Attorney is recommending that the Board of Trustees consider the Ordinance vacating the Alley ROW. Currently, it is anticipated that the Ordinance will be recorded concurrently with the Final Plat.

Upon recordation of the Ordinance, ownership of the Alley ROW shall revert to the Owner or the then-owner of Lot 1 of the Final Plat, in accordance with the provisions of C.R.S. § 43-2-302(1)(c) and as contemplated in Sec. 16-1-160 of the Municipal Code (in the definition of *Vacation of right-of way*).

II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 1001 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, June 20, 2016.

III. **FISCAL IMPACTS:** None.

IV. **BACKGROUND INFORMATION:** The Alley ROW (along with other rights-of-way) were dedicated to the Town pursuant to the Putnam Plat of the Town of Lyons recorded on April 1, 1890 at Book 2, Page 77 in the Boulder County Clerk and Recorder's Office, as re-surveyed and superseded by that certain Dieterich Plat recorded on March 20, 1929 at Book 4, Page 48 in the Boulder County records.

As relevant here, the Alley ROW runs east-west through the Subject Property and currently bisects the Subject Property. The Town Engineer has reviewed the proposed vacation of the Alley ROA and has no objection to the same. Additional background information, including reference to the minutes of the July 6, 1982 Board of Trustees meeting, is set forth in Section I. above.

V. **LEGAL ISSUES:** None. The Board of Trustees is authorized to vacate Town right-of-way pursuant to C.R.S. § 43-2-303(1)(a).

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

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[2] The definition of "roadway" includes any platted or designated public alley, whether or not it has been used as such.

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

(1) Adopt Ordinance No. 1001 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 City Council agenda for first reading; or

(3) Reject or deny the Ordinance.

PROPOSED MOTION: "I MOVE TO APPROVE ORDINANCE NO. 1001, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO, CONDITIONALLY VACATING CERTAIN RIGHT-OF-WAY CONSISTING OF A PORTION OF THE ALLEY AS DEDICATED ON THE PUTNAM PLAT OF THE TOWN OF LYONS RECORDED AT BOOK 2, PAGE 77 AND BOOK 4, PAGE 48 OF THE BOULDER COUNTY REAL PROPERTY RECORDS, AND FURTHER MOVE TO SCHEDULE SECOND READING AND PUBLIC HEARING ON THIS ORDINANCE FOR MONDAY, JUNE 20, 2016 AT 7:00 PM AT TOWN HALL."

TOWN OF LYONS,
COLORADO

ORDINANCE NO. 1001

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 ON THE PUTNAM PLAT OF THE TOWN OF LYONS RECORDED AT BOOK 2, PAGE 77 AND BOOK 4, PAGE 48 OF THE BOULDER COUNTY REAL PROPERTY RECORDS

WHEREAS, certain rights-of-way were dedicated to the Town of Lyons pursuant to the Putnam Plat recorded on April 1, 1890 at Book 2, Page 77 in the Boulder County Clerk and Recorder's Office, as re-surveyed and superseded by that certain Dieterich Plat recorded on March 20, 1929 at Book 4, Page 48 in the Boulder County records (collectively, the "Putnam Plat of the Town of Lyons"); and

WHEREAS, specifically, a twenty foot (20') public alley right-of-way was dedicated to the Town running east-west between Lots 5-8 and Lots 9-14, Block 10, Putnam Plat of the Town of Lyons (the "Public Alley"); and

WHEREAS, Downtown Lyons Development, LLC ("DLD LLC") is the current owner of portions of portions of Lots 6 through 14, inclusive, Block 10, and consisting of 0.686 acres more or less (the "Valley Bank Property");

WHEREAS, the Public Alley bisects the Valley Bank Property; and

WHEREAS, DLD LLC has requested that the Town vacate that portion of the aforementioned Public Alley which lies within the Valley Bank Property (such portions to be vacated hereinafter referred to as the "Alley ROW") as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the Town Engineer has been contacted and has reported no objection to the proposed vacation of the Alley ROW; and

WHEREAS, the Alley ROW to be vacated is no longer needed for right-of-way purposes, the rights of the residents of the Town of Lyons will not be prejudiced or injured by the vacation of said Alley ROW, and it is in the public interest to do so; and

WHEREAS, the Board of Trustees of the Town of Lyons is authorized to vacate Town right-of-way pursuant to C.R.S. § 43-2-303(1)(a).

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF LYONS, COLORADO, as follows:

Section 1. That the Board of Trustees of the Town of Lyons hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the Alley ROW as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, is hereby vacated upon the satisfaction of all of the following conditions:

a) The vacation of the Alley ROW shall not take effect until this Ordinance is recorded in the real property records of the Boulder County Clerk and Recorder;

b) This Ordinance shall be recorded concurrently with the final subdivision plat for the development known as "2nd & Park Subdivision and Planned Unit Development" (the "Final Plat");

c) The Final Plat shall contain utility easements dedicated to the public for any existing or proposed utilities within the boundaries of the Final Plat in a form satisfactory to the Town Engineer after consultation with the Town Attorney; and

d) If this Ordinance is not so recorded by December 31, 2016, then this Ordinance shall become null and void and of no force or effect.

Section 3. Upon full and complete satisfaction of the conditions set forth in Section 2 of this Ordinance, ownership of the Alley ROW shall revert to DLD LLC or the then-owner of Lot 1 of the Final Plat, in accordance with the provisions of C.R.S. § 43-2-302(1)(c) and as contemplated in Sec. 16-1-160 of the Municipal Code (in the definition of *Vacation of right-of way*).

Section 4. 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 5. 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 16th DAY OF MAY, 2016.

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

TOWN OF LYONS, COLORADO

_____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, Town Clerk

Exhibit A

ALLEY ROW DESCRIPTION

Alley Vacation – Legal Description

Description – vacate 20' alley:

A portion of a 20 foot wide alley located in 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:

COMMENCE at the Southwest corner of Block 10, PUTNAM PLAT OF THE TOWN OF LYONS;
thence N 00°59'15" E along the West Line of said Block 10 a distance of 139.42 feet to the Northwest corner of Lot 9, said Block 10 and the POINT OF BEGINNING;
thence S 89°19'47" E for a distance of 106.08 feet to the westerly right of way of the Chicago, Burlington and Quincy Railroad;
thence N 42°25'02" W for a distance of 27.39 feet along said right of way line;
thence N 89°19'47" W for a distance of 87.26 feet to the Southwest corner of Lot 8, said Block 10;
thence S 00°59'15" W along the west line of said Block 10 for a distance of 20.00 feet to the POINT OF BEGINNING;

Containing 1,933 square feet, more or less.

Exhibit A

ALLEY ROW DESCRIPTION

Alley Vacation – Legal Description

Description – vacate 20' alley:

A portion of a 20 foot wide alley located in 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:

COMMENCE at the Southwest corner of Block 10, PUTNAM PLAT OF THE TOWN OF LYONS;
thence N 00°59'15" E along the West Line of said Block 10 a distance of 139.42 feet to the Northwest corner of Lot 9, said Block 10 and the POINT OF BEGINNING;
thence S 89°19'47" E for a distance of 106.08 feet to the westerly right of way of the Chicago, Burlington and Quincy Railroad;
thence N 42°25'02" W for a distance of 27.39 feet along said right of way line;
thence N 89°19'47" W for a distance of 87.26 feet to the Southwest corner of Lot 8, said Block 10;
thence S 00°59'15" W along the west line of said Block 10 for a distance of 20.00 feet to the POINT OF BEGINNING;

Containing 1,933 square feet, more or less.

Town of Lyons, Colorado
Board of Trustees
BOT Agenda Cover Sheet
Agenda Item No: IX.3
Meeting Date: <u>July 5, 2016</u>

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

FROM: **Marcus McAskin and Rosi Dennett**

DATE: **July 5, 2016**

ITEM: **Resolution 2016-53, a resolution approving the 2nd and Park Subdivision and Planned Unit Development Final Plat and approving a Subdivision Improvement Agreement by and between the Town of Lyons and**

____ ORDINANCE
__X__ MOTION / RESOLUTION
_____ INFORMATION

I. **<u>REQUEST OR ISSUE:</u>** Resolution 2016-53 ("Resolution"): (1) Conditionally approves the 2nd and Park Subdivision and Planned Unit Development Final Plat which subdivides the property known as 304 2nd Avenue ("Subject Property") into seven (7) lots as shown on the Final Plat, attached hereto as Attachment A and approves the Subdivision Improvement 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 proposing a rezoning of the Subject Property. 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, with the entire construction of the

residential units to be completed within a two-year construction phase.

II. RECOMMENDED ACTION: Approve Resolution 2016-53.

III. FISCAL IMPACTS: No major fiscal impact.

IV. BACKGROUND INFORMATION:

The Sketch Plan was approved by the Board of Trustees on October 5, 2015, and the Preliminary Plan was approved by the Planning and Community Development Commission on October 15, 2015 and by the Board of Trustees on November 2, 2015.

The Final Plat Resolution is attached and includes the Subdivision Improvement Agreement. Both documents are exhibits in the Development Agreement being considered by the Board of Trustees in association with Ordinance 1000.

V. LEGAL ISSUES: Town staff completed an approval criteria analysis, and the following bolded text reflects municipal code language with staff analysis in un-bolded text.

Sec. 17-4-80. Standard for approval of major subdivision final plat.

Recommendation of approval or conditional approval of any stage of a major plat by the Board of Trustees, shall require a finding that the applicant and the evidence presented to the Board of Trustees established the following by competent and sufficient evidence:

(1) All of the required prior approvals for the subdivision and development were issued and remain valid and effective:
c. For a final plat, a finding must be made that a preliminary plan for the subdivision was approved or conditionally approved by the Board of Trustees not more than twelve (12) months prior to the date of submission of an application for final plat approval or that the preliminary plan is currently valid and effective as the result of the approval of an extension of the effective date of the preliminary plan.

The preliminary plan was conditionally approved by the Board of Trustees by Ordinance No. 989 dated November 2, 2015 and is currently valid.

(2) The proposed subdivision and development conforms to all applicable requirements for the zone district in which the property is located, including but not limited to requirements for setbacks, height, floor and lot areas, and minimum lot sizes.

The proposed subdivision is in accordance with the 2nd & Park Subdivision and Planned Unit Development – Final PUD Development Plan (the "Final PUD Plan") for the site which includes a rezoning from B-Business to PUD C-Commercial for the existing building to remain and to PUD R-Residential for six new single-family residential lots with zero lot line duplex residential structures

and shared parking. The Final PUD Plan allows for the reduction of residential lot size (with all parking located on the commercial lot), reduction of setbacks from residential property lines, increase in residential density for affordable housing and reduction in height limitations for the commercial building next to residential zone districts.

(3) The proposed subdivision and development substantially conforms to all other applicable requirements of this Code and Town ordinances and resolutions.

All applicable Town requirements will be met prior to commencement of construction.

(4) The proposed subdivision and development substantially conforms to the goals and policies of the Comprehensive Plan to the extent that such goals and policies do not conflict with provisions or requirements of this Code and to the extent that such goals and policies set forth requirements which are sufficiently specific to permit the Board of Trustees to decide that such application or subdivision meets or fails to meet such goal or policy.

The proposed mixed-use development is in accordance with numerous goals and policies of the Comprehensive Plan. Specifically, the proposal furthers the housing objectives described in the Comprehensive Plan by providing much-needed permanently-affordable housing while still maintaining a large commercial lot for future commercial use adjacent to the Highway in accordance with the economic development goals and policies and in accordance with the uses permitted in the Final PUD Plan.

(5) The application:
c. For final plat approval, is in substantial conformance with the approved preliminary plan and the final plat meet or satisfies all applicable requirements of these Subdivision Regulations.

The Town Engineer has reviewed the proposal and found it to be generally in compliance with the Preliminary Plan and the Town's Subdivision Regulations, as set forth in Chapter 17 of the Lyons Municipal Code. As set forth above, all applicable Town requirements will be met prior to commencement of construction.

(6) Adequate capacity of water and wastewater utilities are currently available within the Town for the entire subdivision and development. Such finding shall require the following evaluation and determination:
a. The projected water and wastewater treatment demand created by the proposed subdivision will not result in a total actual loading (including

infiltration) to exceed eighty percent (80%) of the Town's plant capacities. In making such determination, the Town shall consider:
1. The existing demand placed upon the treatment capacity from all users, whether within or outside of the Town;
2. The projected demand for the treatment capacity created by the anticipated completion of finally approved but yet uncompleted subdivisions;
3. The projected demand upon the treatment capacity created by existing subdivided property for which a water or sewer tap has been issued;
4. The projected demand created by other proposed subdivisions for which a completed application for approval has been submitted to the Town; and
5. Any improvements to the Town's water or wastewater facilities proposed by the applicant and acceptable to the Board of Trustees which will be undertaken and constructed at the applicant's cost and expense.
b. The Town shall maintain and shall make available to applicants and the public data and estimates of the Town's water and wastewater treatment capacities, exiting demand for such capacities and the projected demand for such capacities. Such data and estimates shall include the estimated or projected demand for services generated by different land uses. Each applicant shall use data and estimates in evaluating and determining the availability of capacity sufficient to serve the proposed subdivision, and each applicant shall submit to the Town a study or report which evaluates whether sufficient water and wastewater treatment capacities are available to serve the proposed development.

The proposed development will not exceed the Town's water and wastewater treatment capacities. Only six new residential units are proposed (Lots 2 – 7, 2nd & Park Subdivision and PUD Final Plat) together with future development or redevelopment of the commercial lot (Lot 1, 2nd & Park Subdivision and PUD Final Plat).

(7) For any five-year and for any one-hundred-year storm event, the proposed subdivision (both during and following construction and development) will not result in an increase in the peak rate of discharge, a decrease in the quality of discharge or any significant change in the direction or location of the point of discharge, of a stormwater or surface water flows upon any adjacent or neighboring property.

All applicable drainage requirements will be met prior to the commencement of construction.

(8) For any final plat of property zoned for residential use, sufficient competent evidence establishes that the proposed number and kind of residential units are reasonably projected to be constructed and absorbed

into the market and occupied by owners or lessees within five (5) years of the date of subdivision approval.

A significant demand for affordable housing currently exists in the Town with the loss of both mobile home parks (43 units) in the 2013 flood. A preference for those Town residents who lost homes in the flood will be given for the proposed six affordable housing units. Currently, it is anticipated that the residential lots (Lots 2 – 7) will be developed by Habitat for Humanity of the St. Vrain Valley (HFHSVV). HFHSVV has represented to Town Staff that the residential units will be fully completed and owner occupied within five years of the date of subdivision approval, in accordance with Section 16-4-80(8) of the Subdivision Regulations.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

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

(1) Approve Resolution 2016-53, as may or may not be amended;

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

(3) Reject or deny the Resolution.

PROPOSED MOTION: "I MOVE TO APPROVE RESOLUTION 2016-53, A RESOLUTION APPROVING THE 2ND AND PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT FINAL PLAT AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE TOWN OF LYONS AND DOWNTOWN LYONS DEVELOPMENT, LLC AND AUTHORIZE THE MAYOR TO SIGN THE RESOLUTION AND SUBDIVISION IMPROVEMENT AGREEMENT."

ATTACHMENTS:

Final Plat Resolution with Subdivision Improvement Agreement

TOWN OF LYONS, COLORADO
RESOLUTION 2016-53

A RESOLUTION APPROVING THE 2ND AND PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT FINAL PLAT AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT BY AND BETWEEN THE TOWN OF LYONS AND DOWNTOWN LYONS DEVELOPMENT, LLC

WHEREAS, the Town of Lyons possesses the authority to approve the subdivision of land within the Town; and

WHEREAS, JM Associates, Inc. ("Applicant") on behalf of Downtown Lyons Development, LLC, a Colorado limited liability company ("Owner") has applied for approval of major subdivision, specifically the 2nd & Park Subdivision and Planned Unit Development Final Plat (the "Final Plat"); and

WHEREAS, pursuant to Section 17-4-20(a) of the Town of Lyons Subdivision Regulations, a major subdivision is a three-step process requiring the processing and approval of a sketch plan, preliminary plan, and final plat; and

WHEREAS, the property included in the Final Plat is commonly known as 304 2nd Avenue and is legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the Subject Property consists of 0.686 acres, more or less; and

WHEREAS, the Final Plat proposes to re-plat the Subject Property into seven lots; and

WHEREAS, the sketch plan was considered by the Planning and Community Development Commission ("PCDC") on September 28, 2015 and was approved by the Board of Trustees by Ordinance No. 987 dated October 19, 2015; and

WHEREAS, the preliminary plan was considered by the PCDC on October 26, 2015 and was conditionally approved by the Board of Trustees by Ordinance No. 989 dated November 2, 2015; and

WHEREAS, the Final Plat was considered by the PCDC on November 23, 2015, and was recommended to the Board of Trustees for conditional approval; and

WHEREAS, the PCDC and the Board of Trustees have conducted the public hearings on the sketch plan, preliminary plan and Final Plat following proper notice to the public; and

WHEREAS, the record for this case includes, but is not limited to, the Lyons Municipal Code, the Lyons Comprehensive Plan, 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 sketch plan, preliminary plan and Final Plat application materials, together with accompanying maps, reports, studies and all other submittals of the Applicant and Owner, any evidence or correspondence submitted by members of the public at the public hearings, and the files and reports of the Town Staff members that have reviewed the application; and

WHEREAS, the PCDC has recommended conditional approval of the Final Plat, subject to the conditions set forth in the minutes of the November 23, 2015 PCDC meeting; and

WHEREAS, the Board of Trustees specifically finds that the preliminary plan for the Subject Property was approved or conditionally approved by the Board of Trustees not more than twelve (12) months prior to the date of submission of the application for Final Plan approval; and

WHEREAS, the proposed Final Plat substantially conforms to all applicable requirements of the Lyons Municipal Code and Town ordinances and resolutions; and

WHEREAS, the report prepared by Town Staff and other information presented to the Board of Trustees at the July 5, 2016 public hearing supports a finding that all of the required standards of approval for a major subdivision set forth in Section 17-4-80 of the Subdivision Regulations have been established by sufficient and competent evidence; and

WHEREAS, Section 17-13-10 of the Lyons Municipal Code does not permit the approval of a subdivision application unless and until a subdivision improvement agreement executed by the Owner is completed and presented to the Board of Trustees for review and consideration; and

WHEREAS, the Board of Trustees desires to approve the Subdivision Improvement Agreement ("SIA") in the form attached hereto as **Exhibit B**; and

WHEREAS, the Board of Trustees finds that the SIA conforms to the requirements set forth in Section 17-13-20 of the Code; and

WHEREAS, the Board of Trustees desires to conditionally approve the Final Plat and approve the SIA in the form attached.

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

Section 1. The Town Board of Trustees hereby (a) approves the SIA with Downtown Lyons Development, LLC in the form attached as **Exhibit B**; (b) authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the SIA that does not increase the obligations of the Town; and (c) authorizes the Mayor to execute the SIA when in final form.

Section 2. The Board of Trustees hereby approves the Final Plat for the Subject Property (the 2nd & Park Subdivision and Planned Unit Development Final Plat), based on a determination that all applicable standards of the Town's Subdivision Regulations have been met.

Section 3. Approval of the Final Plat shall be and is subject to the following conditions of approval:

a. The Applicant and Owner shall resolve and correct any technical issues as directed by Town Staff prior to recordation of the Final Plat mylar; and

b. 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 application in full prior to recordation of the Final Plat mylar.

Section 4. Town Staff is authorized to make any changes to the mylar form of the approved Final Plat as may be needed to conform the Final Plat to the form and content requirements of the Subdivision Regulations in effect at the time the Final Plat is submitted for signature(s) and to make such other changes that are expressly authorized or required pursuant to this Resolution.

Section 5. Upon the Applicant's and Owner's completion of any and all changes to the mylar as may be required by this Resolution, the Mayor shall be authorized to sign the Final Plat and the Town Clerk shall be authorized to attest the Mayor's signature.

Section 6. This Resolution shall be effective upon its adoption by the Board of Trustees.

ADOPTED THIS 5TH DAY OF JULY, 2016.

TOWN OF LYONS, COLORADO

By: _____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, MMC - Town Clerk

Exhibit A
Subject Property – Legal Description

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

Containing 0.686 acres, more or less.

Following recordation of the Final Plat, the Subject Property described above will be legally described as:

LOTS 1 – 7,
2ND & PARK SUBDIVISION AND PUD FINAL PLAT,
TOWN OF LYONS,
COUNTY OF BOULDER,
STATE OF COLORADO

TOWN OF LYONS, COLORADO
SUBDIVISION IMPROVEMENT AGREEMENT
FOR 2ND & PARK SUBDIVISION AND
PLANNED UNIT DEVELOPMENT – FINAL PLAT

This Subdivision Improvement Agreement (the "Agreement") is entered into and made effective this ____ day of _____, 2016, by and between the **TOWN OF LYONS**, a municipal corporation of the State of Colorado (the "Town") and **DOWNTOWN LYONS DEVELOPMENT, LLC**, a Colorado limited liability company (referred to herein as "Developer"). The Town and Developer are collectively referred to as "Parties," or occasionally in the singular as "Party." This Agreement includes the attached Exhibits A-C.

WITNESSETH:

WHEREAS, Developer owns certain real property in fee simple located within the Town as more particularly described in **Exhibit A** (the "Property"); and

WHEREAS, the Property is currently addressed as 304 2nd Avenue in the Town of Lyons; and

WHEREAS, Developer desires to develop the Property and has submitted the following to the Town for review and approval:

- 2nd & Park Subdivision and Planned Unit Development – Final Plat (the "Final Plat"); and

- 2nd & Park Subdivision and PUD – Final PUD Development Plan including the site development plan, grading/drainage plan, erosion control plan and related documents (the "Final PUD Plan"); and

WHEREAS, taken together the Final Plat and Final PUD Plan are hereafter referred to in this Agreement as the "Development Plan", a copy of which is on file with the Town Clerk and is made a part hereof by reference; and

WHEREAS, the Town and Developer agree that the development of the Property as specified in the Development Plan will require increased municipal services from the Town and will require the installation of certain public improvements, including drainage improvements approved by the Town; and

WHEREAS, the Town is willing to approve and execute said Development Plan upon the agreement of Developer to the matters hereinafter described and subject to all the requirements, terms and conditions of the ordinances, rules, regulations and standards of the Town including but not limited to the Town's engineering specifications, the Municipal Code, commonly accepted engineering practices, the Town's Manual for the Design and Construction of Public Improvements, and all other governing regulations (collectively, the "Standards") in effect at the time the Construction Plans (as hereinafter defined) are approved by the Town; and

WHEREAS, the Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in consideration of its approval and execution of the Development Plan, and that such matters are necessary to protect, promote, and enhance the public welfare; and

NOW, THEREFORE, in consideration of these premises, the mutual obligations herein contained, and the Town's approval and execution of the Development Plan, it is agreed as follows:

Section I. Obligation to Provide Improvements-Construction Plans-Engineer's Cost Estimate

A. The Developer is obligated to provide for the construction and installation of certain public improvements to serve the Property as generally identified in the schedule of Improvements attached hereto as **Exhibit B** and hereinafter referred to as the "Improvements" in compliance with all requirements contained in the Standards and the approved Development Plan. The Developer is obligated to provide for the installation and maintenance of certain landscaping improvements ("Landscape Improvements") as shown on the Development Plan, the plans for which, in terms of quantity and type, shall be provided with the Construction Plans.

B. The Developer shall submit to the Town for approval final construction and engineering plans and drawings ("Construction Plans" or "Plans") and engineer's cost estimate of Improvements ("ECE") suitable to identify the quantity and type of all Improvements and for the construction of all Improvements in compliance with all applicable Standards and in a form approved by the Town. Developer shall submit and obtain the Town's approval of the Construction Plans and ECE no later than the first anniversary of the Town Board of Trustees ("BOT") approval of the Development Plan, unless an extension of the Development Plan in accordance with the relevant provisions of the Lyons Municipal Code has been granted. Said Construction Plans, to be incorporated herein by reference, shall bear the stamp of a Colorado licensed engineer with experience in the design and engineering of such Improvements. Such ECE shall include a cost contingency of ten percent (10%) of the total estimated construction costs of the Improvements and Landscape Improvements. The ECE shall be attached hereto as **Exhibit B** and shall supplement the schedule of Improvements identified in **Exhibit B** as of the date of this Agreement. Construction of the Improvements or any development of the Property shall not commence until the Town has issued the Development Permit as that term is defined in Section II below. Developer shall secure and comply with all necessary permits issued by the Town and other governmental or quasi-governmental authorities having jurisdiction over the development of the Property. Developer shall not modify the Construction Plans or any of the Improvements without the prior written approval of the Town. The Town will communicate its approval or disapproval of any such modification within fifteen (15) business days after its receipt of Developer's request.

C. The Improvements may be constructed in specified phases subject to the Town's prior approval of a phasing plan submitted by Developer ("Phasing Plan"). The Town shall not approve a Phasing Plan unless it is assured that each phase of development shall be an integrated, self-contained project consisting of all Improvements necessary to serve the phased portion of the property. Phasing shall not be used to provide for construction of Improvements on a piecemeal basis. If approved by the Town, a Phasing Plan shall be specifically set forth in an exhibit to this Agreement.

Section II. Development Permit Approval

A. Prior to and as a condition of constructing the Improvements, Developer shall submit for approval applications for a grading permit, building permit, floodplain development permit and/or any other applicable Town permit(s) (collectively, the

"Development Permit") on the correct application form or forms as provided by the Town. Developer shall submit the Development Permit application within one hundred eighty (180) days of the Town's approval of the Construction Plans. As part of the Development Permit application, Developer shall submit payment of all fees associated with the Development Permit, and any other applicable fees, including the fees set forth in the Town's Fee Schedule applicable to building permit taxes and fees including but not limited to the park fee set forth in Article 14 of Chapter 18 of the Lyons Municipal Code and the electric community investment fee set forth in Section 13-2-110 of the Municipal Code.

B. Before approval of construction plans commencing construction of any Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way and easements on all lands upon which the Improvements will be located and shall provide written evidence of the same to the Town.

Section III. Construction of Improvements

A. Developer shall provide notice to the Town at least forty-eight (48) hours before commencing construction of the Improvements or prior to the Town's inspection of any such Improvement during or after construction. To the extent that any decisions become necessary during construction as to the quality or acceptability of the materials furnished, the work performed or the manner of performance of the work, Developer shall give the Town three (3) business days' notice and the opportunity to make any such decisions.

B. The Improvements and Landscape Improvements shall be constructed and installed in accordance with the Construction Plans and in accordance with applicable provisions of the Standards and all other applicable ordinances, resolutions and regulations, including but not limited to all building, fire, plumbing, and safety codes, in effect at the time of construction. If the Town reasonably determines that construction or installation is not in compliance with the approved Construction Plans or applicable ordinances, rules and regulations, it shall notify Developer of the required corrections, which Developer shall make within ten (10) business days of receipt of such notification or, if the nature of the corrections is such that the same cannot be reasonably completed within ten (10) business days, then Developer shall undertake such corrections within ten (10) business days and shall diligently prosecute the same to completion. In the event the Developer fails to make or commence the required corrections within said ten (10) day period, the Town may direct Developer to stop work until corrections are made to the satisfaction of the Town.

C. Developer shall at its sole cost and expense engage a Colorado licensed professional engineer to provide inspection, and testing if required by the Town, during the construction process. Copies of all such tests shall be provided to the Town promptly upon request. Developer shall contact the Town immediately upon the failure of any performance testing, and of any problems that arise which may prevent construction or installation in accordance with the approved Construction Plans.

D. At all times during said construction, and in accordance with this Agreement, the Town shall have the right to require Developer to conduct testing and inspection, at Developer's expense. If Developer fails to do so within ten (10) business days

of a notice from the Town detailing the required test or inspection, or if the Town reasonably believes that any required tests or inspections were either performed incorrectly or falsified, the Town may conduct the same and charge the cost to Developer. No excavation, facility or Improvement, including water and sewer service connections, shall be covered until inspected by the Town, or the applicable service provider, or until the Town waives such inspection in writing. Construction shall not proceed beyond required inspections or testing unless approved by the Town. No liability shall attach to the Town, its agents, or contractors by reason of any inspections, observations, testing, or reviews, or by reason of the issuance of any approval or permit for any work subject to this Agreement. Developer shall reimburse the Town for all costs incurred by the Town in the performance of the above services, including associated attorney fees and costs, within thirty (30) days after receipt of the Town's invoice for said services.

Section IV. Completion of Improvements

Except where a shorter time period is prescribed, all Improvements, including Landscape Improvements, herein described, and all matters herein agreed to be performed shall be installed, constructed, or performed by Developer within two (2) years from the date of the Town's issuance of the Development Permit. Extensions of time up to an additional one (1) year period for completion of Improvements may be granted by the Town in writing for good cause shown. "Good Cause" shall be determined by the Town in its sole discretion; notwithstanding the foregoing, Good Cause may include: (a) *force majeure* events; (b) unreasonable delay in the receipt of approval, notice, inspection, testing or other required response from the Town; and (c) any extension agreed upon in writing by Developer and the Town. Any extension of time to complete the Improvements beyond the two (2) year period shall require the Developer to submit updated construction cost estimates for completion of the remaining Improvements and to provide additional or replacement Collateral in an amount equal to one hundred percent (100%) of the cost to construct the Improvements remaining to be completed (which cost estimate shall include a cost contingency of twenty percent (20%) of the total estimated costs to construct remaining Improvements in accordance with Section 17-13-20(1) of the Lyons Municipal Code).

Section V. Ownership and Maintenance of Improvements

A. Improvements to be owned and maintained by the Town shall be specifically identified in the ECE and shall become the sole property of the Town, free and clear of all liens, encumbrances, and restrictions upon Final Acceptance by the Town. Prior to and as a condition of Final Acceptance, Developer shall furnish to the Town unconditional lien waivers that all claims and payments to be made in connection with construction of said Improvements have been satisfied.

B. Except those Improvements to be owned and maintained by the Town, the completed Improvements shall be owned and maintained by Developer and its successors and assigns; provided that the Town reserves the right to enter upon and access Developer-owned Improvements for purposes of repair and emergency maintenance as deemed necessary by the Town in the interest of the public health, safety and welfare of Town residents.

C. The completed Landscape Improvements shall be owned and maintained by Developer and its successors and assigns. Landscape Improvements shall be maintained with proper care, including proper watering and replacement, as necessary, of living plant materials.

Section VI. As-Built Drawings for Improvements

When Developer has completed the Improvements as provided herein, Developer shall provide two (2) copies of as-built drawings showing the Improvements in their as-built locations at the time of Developer's request for Probationary Acceptance of the Improvements by the Town. As-built drawings shall be prepared under the direction of a Colorado licensed professional engineer based on information provided by the general contractor and a survey of surface features of the constructed site within the public right-of-way and easements indicating that the constructed Improvements are in substantial compliance with the Construction Plans or that any material deviations have received prior written approval from the Town. No certificates of occupancy shall be issued by the Town until: (1) as-built drawings are provided to and approved by the Town following Probationary Acceptance of the Improvements; and (2) all improvements serving the improvements or structures constructed within the Property required by the Town's Subdivision Regulations, the Final Plat and this Agreement have been found substantially complete and accepted by the Town, unless otherwise expressly approved by the BOT as set forth in Section 17-2-10(b) of the Lyons Municipal Code.

Section VII. Collateral

A. In order to secure the performance of the construction and installation of the Improvements and Landscape Improvements herein agreed by Developer, the Developer shall provide the Town with security ("Collateral") in the form of a cash deposit or one or more irrevocable letters of credit ("Letter of Credit") in the same form as attached hereto as **Exhibit C,** or as may be approved by the Town Attorney, in an amount equal to the total cost of the Improvements and Landscape Improvements as set forth in the approved ECE. Collateral shall be required to be submitted for acceptance by the Town at the time of Development Permit application. No building permit shall be issued for any lot within the Development Plan unless and until the Collateral has been provided to the Town. A Letter of Credit form of Collateral shall be issued by a Colorado bank, or other financial institution doing business in Colorado that is acceptable to the Town. Developer shall ensure that the Collateral remains unencumbered and free from claims of others so that any requests of the Town for payment or enforcement may be immediately and unequivocally honored without cost to the Town. Such security shall be maintained, in the amount required by this Agreement, and subject to partial releases as contemplated in Section VIII of this Agreement, through Final Acceptance of the Improvements by the Town. If at any time prior to Final Acceptance, the Town determines that the Collateral is not sufficient to cover all costs of construction of the Improvements, Developer shall be required to post additional or supplemental Collateral in an amount deemed sufficient and approved by the Town to pay for all costs of construction, including any administrative costs and contingency amount.

B. If Developer fails to perform or observe any obligation or condition to be performed by Developer under this Agreement in respect to the Improvements and Landscape Improvements, and such default remains uncured for more than

thirty (30) days after Developer's receipt of written notice thereof from the Town, the Town may cure the default at Developer's expense and draw on the Collateral from time to time to pay the costs incurred in connection therewith. In the event Developer fails to complete, install or perform any portion of work and/or Improvements or Landscape Improvements within said two (2) year period or any period of extension granted by the Town, the Town may complete such remaining work and Improvements within a reasonable time by such means and in such manner as it may deem advisable, at Developer's expense. The Town shall be entitled to draw against such Collateral to pay for the Town's actual costs and expenses incurred in contracting for said work and Improvements, including the cost of obtaining required permits from the Town or any other applicable jurisdiction plus a five percent (5%) administrative fee, plus legal expenses incurred, to cover costs associated with completing the Improvements described herein.

C. In the event the amount of Collateral is not sufficient for the Town to complete the Improvements as determined by the Town in its sole discretion, the Town shall be entitled to reimbursement from Developer upon demand for such cost overruns, including but not limited to labor and material costs as well as engineering and legal fees and costs. In the event the Developer fails to maintain Collateral in the amount required pursuant to the terms of this Agreement through Final Acceptance of the Improvements, Developer shall be in default of this Agreement and the Town shall be authorized to make demand on the then-existing Collateral.

D. If a Letter of Credit is set to expire within fourteen (14) calendar days and Developer has not yet provided a satisfactory replacement, the Town may draw on the Letter of Credit and either hold such funds as security for performance of this Agreement or spend such funds to finish improvements or correct problems within the Property, as the Town deems appropriate.

Section VIII. Partial Release of Collateral – Limited Circumstances

A. Developer may seek and the Town may grant partial releases of Collateral on completed Improvements only where a Phasing Plan has been approved by the Town and Developer has completed a phase of development in accordance with the Phasing Plan; or (2) for completed Landscape Improvements as provided in Subsection B below. Developer's request for partial release must include copies of bills, invoices and schedules of values for work performed and Improvements completed. The Town shall inspect the completed work and Improvements within thirty (30) days and shall process such partial release in a manner similar to a request for Probationary Acceptance. Within such thirty (30) day period, the Town will either approve the request for partial release or deny the same with detail as to any aspect of the Improvements that the Town determines are not acceptable. The procedures for completion of Improvements and work by the Town and payment to the Town therefore from the Collateral shall apply whether there be one or more defaults on the part of Developer in performing the terms, conditions, and covenants contained in this Agreement. Notwithstanding the foregoing, the Town shall not be required to make any partial release of the Collateral if doing so would reduce the outstanding amount of the Collateral below an amount equal to one hundred percent (100%) of the then current estimate of the costs to be incurred to complete the construction of the remaining

Improvements (including the ten percent (10%) contingency amount). No partial release of any portion of the Collateral shall be deemed an acceptance of any Improvement by the Town. Acceptance of Improvements shall be accomplished in accordance with Section IX of this Agreement.

B. Upon Developer's completion of the Landscape Improvements or partial completion of Landscape Improvements, Developer may request the Town's review and acceptance of such Landscape Improvements. Provided the Landscape Improvements comply with the Development Plan, Developer may request release of all or a portion of Collateral relating to the Landscape Improvements and such release shall be considered in the same manner as provided in Section VIII(A) above.

Section IX. Standards for Acceptance

A. Probationary Acceptance and Warranty Period. As soon as all of the Improvements are installed and the Town determines that such Improvements have been constructed in accordance with the approved Construction Plans, the Town will issue to the Developer a certificate of Probationary Acceptance granting Probationary Acceptance of such Improvements. The probation and warranty period will terminate one (1) year from the date of Probationary Acceptance. Upon Probationary Acceptance, the Town will allow a reduction of the Collateral to not less than ten percent (10%) of the total cost to construct the Improvements, as specified in **Exhibit B**. Until Final Acceptance, the Town may notify Developer of any defective Improvements and Developer shall complete, repair or replace the same within thirty (30) days. In the event Developer fails to so complete, repair or replace such defective Improvements, the Town may draw upon the retainage portion of the Collateral to complete, repair or replace the same.

B. Final Acceptance. Improvements constructed pursuant to this Agreement are eligible for Final Acceptance in accordance with the Standards no sooner than nine (9) months following the Probationary Acceptance date. Developer shall request Final Acceptance by the Town in writing. After inspection for Final Acceptance, the Town will identify and provide a written list of deficiencies based on a physical inspection of the Improvements. Developer shall correct all deficiencies to the Town's satisfaction within three (3) months from the date said deficiency list was issued. When all deficiencies have been corrected, the Town will issue a certificate of Final Acceptance to the Developer within the time period provided in the Standards. Upon issuance of said certificate of Final Acceptance, all Improvements specified in said certificate shall be deemed approved and accepted by the Town, whereupon such Improvements shall be owned and maintained by the Town or Developer, as applicable. At such time, the Town will release any remaining Collateral.

Section X. Remedies

A. The Town's rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. Upon breach of any provision of this Agreement by Developer beyond any notice and right to correct specified herein, the Town may initiate any one or more of the following actions:

1. Delay processing of any pending land development related application;

2. Issue stop work orders;

3. Refuse to issue or approve any land development permit, including but not limited to, right-of-way access, street cut, over-lot grading or building permits, certificates of occupancy, or floodplain development permit;

4. Draw from the Collateral to cover the costs associated with correcting the Developer's breach;

5. Issue a citation to the Developer or any contractor or subcontractor for violating requirements of the Lyons Municipal Code; or

6. Initiate legal proceedings in any appropriate court of law.

B. Any amounts due and owing to the Town under this Agreement that are not paid in a timely manner may be certified to the Boulder County Treasurer for collection with taxes.

Section XI. Responsibility for Installing Utilities and for Permitting Installation of Utilities

A. Developer agrees to be responsible for contracting for installation of any or all utilities where required, including, but not limited to water, sewer, natural gas and electricity. All utilities that serve the Property shall be underground in accordance with this Agreement. The Parties agree that electrical, fiber optic, cable, and telephone service for the Development Plan shall be underground in accordance with the Standards. Developer understands that no building permits shall be issued until all utilities as well as adequate rights-of-way and streets are available or provided for each lot for which a building permit is sought by Developer.

B. Subject to the Standards, the Town, as the owner of public rights-of-way and public or drainage easements depicted on the Development Plan, retains the right to issue right-of-way use permits to utility companies or to other persons, companies, corporations or organizations prior to the Final Acceptance of the Improvements.

Section XII. Construction Site Maintenance

A. Developer shall take all reasonable steps necessary to prevent its construction activities from damaging adjacent properties, including the Town's property. If any adjacent property is damaged or destroyed by and during the construction of the Improvements, Developer shall, at its cost, promptly repair or replace the same to a condition similar or equal to that existing before such damage or injury.

B. During construction, Developer shall use proper air quality control and erosion and sedimentation control and maintain streets and roads in such a manner that they may be reasonably traveled upon. If the Town determines in its sole discretion that dust emanating from the Property related to construction activities is unacceptable, it may order measures be taken, and Developer shall comply with such order. In the event that Developer does not comply with such

abatement measures within fifteen (15) days, the Town may order construction to cease until Developer has complied with such abatement measures and Developer shall so comply. The Collateral shall be sufficient to include costs associated with re-vegetation of areas destroyed by such construction.

Section XIII. Maintenance and Workmanship of Improvements

A. Developer shall keep and maintain all the Improvements in good order and condition until the Town issues a certificate of Final Acceptance pursuant to Section IX of this Agreement. Developer shall, at its cost, repair or replace any damage or destruction of the Improvements that occurs prior to such Final Acceptance by the Town, except to the extent that such damage or destruction is caused by agents or employees of the Town.

B. Unless otherwise specified, all materials for Improvements shall be new and both workmanship and materials shall be of good quality.

Section XIV. Contractual Obligation

Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress. Developer agrees and desires that the agreements contained herein regarding the payment of fees, installation and dedication of the Improvements, and conditions for subdivision and building approvals, including the incorporation of any provision of applicable Standards, are imposed by contract, independent of the continued validity or invalidity of any of the provisions of state law or Standards. The agreements to pay fees, and construct and dedicate public improvements or provide security are reasonable and binding commitments on the part of Developer and reasonably relate to Developer's estimates of the extent and timing of impacts that are expected to occur from the development of the Property, and are in rough proportion to such impacts.

Section XV. Payment of Fees and Charges

A. Developer shall comply with all ordinances, rules, and regulations of the Town and shall pay all fees and other charges in a timely manner as required by the Town including, but not limited to, building permit fees, inspection fees, tap or connection fees, and plan review fees which are imposed by the Town by ordinance, rule, resolution, motion, agreement, or by the terms and conditions of this Agreement. In addition to any other remedy available to the Town, the Town may withhold and deny issuance of any building permit, certificate of occupancy, or other permit or approval until all due and outstanding fees are paid by Developer.

B. Unless otherwise agreed to by the Town Administrator on a case-by-case basis, Developer's payment of fees and charges specified by this Agreement shall be made in the form of certified funds, cashier's check, or cash delivered to the Town of Lyons, 432 Fifth Avenue, Lyons, Colorado 80540.

Section XVI. Miscellaneous

A. Section Headings. The section headings in this Agreement are inserted herein only for convenience of reference and in no way shall they define, limit or describe the scope or intent of any provision of this Agreement.

B. Assignment and Release. This Agreement may not be assigned or delegated by the Developer without the written consent of the Town. Any such written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution of the BOT. No assignment shall release the Developer from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment. Prior to approving any release of the Developer, the Town may, at its sole discretion, require the party assuming any duty, obligation, or responsibility of the Developer to provide to the Town written evidence of financial or other ability to meet the particular duty, obligation or responsibility being assumed by the party.

C. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives, successors and assigns. This Agreement shall continue upon subdivision of the Property and bind the subdivision and all purchasers, lessors and subsequent owners of any property within the subdivision, except a bona-fide homebuyer, until all provisions of this Agreement are satisfied.

D. Recording; Benefit. This Agreement shall be recorded with the Clerk and Recorder of Boulder County, Colorado and shall run with the land. Developer shall pay the associated recording fee imposed by Boulder County.

E. Subordination. If the Property upon which the Improvements are constructed is subject to any liens, mortgage, deed of trust or similar encumbrance, the holder of such indebtedness or encumbrance shall subordinate its interest or encumbrance to this Agreement and all its terms, conditions and restrictions.

F. 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 sent by certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other Party. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

G. Additional Documents or Action. Parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

H. Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

I. Indemnification. Developer hereby expressly binds itself to indemnify and save harmless the Town and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them, or loss, cost or expense incurred by them or any of them for, or on account of, any injury or damage received or sustained by any persons, firms or corporations during the construction of the Improvements and through Final Acceptance as a result of Developer's breach of any of its obligations hereunder, or the negligent or willful misconduct of Developer or any of its employees,

agents or contractors. Developer shall also indemnify and hold the Town harmless from any liability it may have on account of any change in direction, nature, quality, or quantity of historical drainage flow, resulting from the development of the Property, or from construction of streets and storm sewers within or serving the Property, or damages to the Property resulting from natural conditions including but not limited to expansive soils, geologic hazard, wildfire hazard or flood hazard, if Developer is established to be negligent. The Town shall assert, to the fullest extent permitted by law, its immunity from suit under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.* C.R.S., as well as the limitations upon liability provided herein.

J. Contractors. Developer shall give notice of the terms of this Agreement in all contracts for construction of the Improvements and provide a copy of this Agreement to the contractors and subcontractors hired to construct or install the Improvements.

K. Entire Agreement. This Agreement represents the entire agreement between the Parties and, supersedes any prior oral or collateral agreements or understandings.

L. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

M. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the Town and Developer that any person other than the Town or Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

N. Governing Law, Venue and Enforcement. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with any appropriate court within Boulder County, Colorado. The Parties agree and acknowledge that this Agreement may be enforced at law or in equity, including an action for damages or specific performance.

O. Vested Rights and Subsequent Legislative Enactment. The Parties acknowledge and understand that the approval of the Development Plan was not processed or approved in accordance with or pursuant to C.R.S. Section 24-68-101 et seq. or any regulations implementing such statutory provisions and the approval of the Development Plan does not constitute approval of a site specific development plan as that phrase is defined in C.R.S. Section 24-68-101 et seq. or any regulations implementing such statutory provisions. The approval of the Development Plan shall not therefore create or grant a “vested property right” as defined by C.R.S. Section 24-68-101 et seq. Nothing in this Agreement shall limit, prevent or preclude the BOT from adopting a subsequent legislative enactment which is general in nature and which may be applicable to the Property as well as other similarly situated property; subject, however, to rights

which may accrue to the Developer by virtue of the vesting of property rights acquired in accordance with common law.

P. Authorization of Parties' Representative. The undersigned hereby represent that they serve as representatives of the Party for which they have executed this Agreement and are fully authorized to execute this Agreement on behalf of such party.

Q. Compliance with Law.

Developer, in developing the Property and constructing the Improvements herein described, shall fully comply with all applicable rules, regulations, standards, and ordinances of the Town and other governmental agencies and bodies having jurisdiction over the Project in effect at the time of construction.

Section XVII. Special Terms and Conditions

Developer shall comply with the following special terms and conditions:

LIST SPECIFIC CONDITIONS OF APPROVAL AND OTHER SITE-SPECIFIC REQUIREMENTS OR INSERT "NOT APPLICABLE"

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

TOWN OF LYONS, COLORADO

By:_____
Connie Sullivan, Mayor

ATTEST:

By: _____
Deb Anthony, MMC, Town Clerk

OWNER/DEVELOPER:

DOWNTOWN LYONS DEVELOPMENT, LLC, a Colorado limited liability company

By: _____

Craig Ferguson

Title: Managing Member

Address:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Craig Ferguson as Managing Member of Downtown Lyons Development, LLC, a Colorado limited liability company. Witness my hand and official seal:

My Commission expires:_____.

_____
Signature

_____
Name of Notary

_____

_____
Address of Notary

[S E A L]

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

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

EXHIBIT B
PUBLIC IMPROVEMENT
ENGINEER'S COST ESTIMATE

EXHIBIT C

FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

[Issuer's Letterhead]

Irrevocable Standby Letter of Credit
Letter of Credit No. _____

Date: _____

Beneficiary address: Town of Lyons
432 Fifth Avenue
P.O. Box 49
Lyons, Colorado 80540

Attention: _____

Ladies and Gentlemen:

[Name of Bank] ("Bank") hereby establishes in favor of the Town of Lyons ("Beneficiary"), for the account of DOWNTOWN LYONS DEVELOPMENT, LLC, a Colorado limited liability company ("Customer"), an Irrevocable Standby Letter of Credit in the amount of _____ Dollars ($_____) available by immediate payment upon presentation at Bank's office at [*Bank's address – provide Colorado branch or affiliate*] of Beneficiary's sight draft(s) in an amount not exceeding $_____, and each sight draft must bear the reference: "Drawn on [Bank] Irrevocable Letter of Credit No. _____, dated_____."

In addition, Beneficiary's sight draft(s) must be accompanied by this Irrevocable Standby Letter of Credit and an Affidavit of Certification in the form attached hereto as Exhibit 1 (the "Affidavit"). The Affidavit shall certify that Customer has failed to meet its obligations under the terms of a Subdivision Improvement Agreement relating to the Development Plan. Upon presentation of such Affidavit in compliance with the terms contained herein, Bank shall honor the accompanying sight draft(s) and shall not be required to determine questions of fact or law between Beneficiary and Customer.

This Irrevocable Letter of Credit sets forth the full understanding of the parties hereto and Bank hereby promises to Beneficiary that any drafts drawn under or in substantial compliance with the terms of this Irrevocable Letter of Credit will be duly honored if presented to Bank on or before _____ (the "Expiration Date") or any automatically extended Expiration Date.

It is a condition of this Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present or any automatically extended Expiration Date, unless at least sixty (60) days prior to such date Bank shall send notice to Beneficiary by registered mail or overnight courier at Beneficiary's address set forth above that Bank elects not to consider this Letter of Credit extended for any such additional period. Upon receipt of Beneficiary of such notice of non-extension, Beneficiary may draw on Bank at sight for an amount not to exceed the then available

amount under this Letter of Credit on or before the then-applicable Expiration Date, by presentation of Beneficiary's sight draft(s) accompanied by a copy of this Letter of Credit, certified by the Town Clerk to be a true and complete copy of this Letter of Credit and an Affidavit substantially in the form attached hereto as Exhibit 1.

This Irrevocable Letter of Credit is nontransferable. Partial and multiple drawings are permitted under this Letter of Credit.

This Irrevocable Letter of Credit is governed by the laws of the State of Colorado and the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 600) (2007 Revision) and, in the event of any conflict, the laws of the State of Colorado will control. The exclusive venue for all disputes regarding this Irrevocable Letter of Credit shall be the District Court for the County of Boulder, State of Colorado.

Very truly yours,

[Name of Bank]

_____

Title

EXHIBIT 1 TO EXHIBIT C

DRAWN ON [BANK NAME] IRREVOCABLE LETTER OF CREDIT NO. _____
Dated: _____

AFFIDAVIT OF CERTIFICATION

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

I, _____, being duly sworn, state as follows:

Title and Authority of Affiant. I am _____ for Town of Lyons, Colorado and am authorized to act on behalf of the Town Lyons in this matter.

Certification. Under penalty of law, I hereby certify that the Customer has failed to meet its obligations under the terms of a Subdivision Improvement Agreement relating to the 2ND & PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT – FINAL PLAT and the Town of Lyons is entitled to draft this Letter of Credit.

TOWN OF LYONS

By:_____

Name: _____
Title: _____

Subscribed and sworn to before me this ____ day of_____, 20___, by _____.

Witness my hand and official seal.

My commission expires: _____.

_____
Notary Public

(S E A L)

LEGAL DESCRIPTION:

Downtown Lyons Development, LLC, being the owner(s) of the real property of acres described as follows:

LEGAL DESCRIPTION:

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 N 41°27'50" W for a distance of 310.08 feet;
thence N 43°17'10" W for a distance of 38.30 feet;
thence N 45°23'50" W for a distance of 37.73 feet;
thence N 48°54'30" W for a distance of 20.17 feet, to the north line of said block 10;
thence West along the North Line of said Block 10, for a distance of 35.25 feet to the Northwest corner of said Block 10;
thence South along the West line of said Block 10, for 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 described as:

BEGINNING at the Southwest corner of Block 10 of Putnam Plat of the Town of Lyons;
thence S 89°22'43" E along South line of Block 10 for a distance of 237.07 feet;
thence N 42°25'02" W for a distance of 345.00 feet to the West line of Block 10;
thence S 00°59'15" W along said West line for a distance of 252.16 feet to the POINT OF BEGINNING.

Containing 0.686 acres of land more or less.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT we, Downtown Lyons Development, LLC., being the owner(s) of the land described above have, caused the land to be laid out and platted under the name of 2ND & PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT, 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.

Those areas designated as "outlots" are hereby excluded from any development and are reserved for potential or possible future subdivision except as may be expressly stated in a Town-approved subdivision improvements agreement. Any future use and development of any outlot shall require further subdivision and Town approval in accordance with the Town of Lyons Subdivision Regulations.

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

Downtown Lyons Development, LLC

_____

Craig Ferguson, Manager

STATE OF _____)
) ss.
COUNTY OF _____)
Acknowledged before me this _____ day of _____, 20_____.

by _____.

Witness my hand and official seal.
Notary Public My commission expires _____.

SURVEYOR'S CERTIFICATE:

I, M. Bryan Short, do hereby certify that the survey of the boundary of 2ND & PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT was made under my supervision and the accompanying plat accurately represents said survey.

Basis of Bearings along South Line of Block 10 as bearing S 89°22'43" E assumed meridian.

Monuments found along South Line of Block 10 are 0.5" iron rebar with no caps.

_____
M. Bryan Short, PLS #32444

MORTGAGEE CONSENT TO DEDICATION

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____.

_____
Valley Bank and Trust

STATE OF _____)
) ss.
COUNTY OF _____)
Acknowledged before me this _____ day of _____, 20_____.

by _____.

Witness my hand and official seal.
Notary Public My commission expires _____.

TOWN OF LYONS APPROVAL CERTIFICATE:

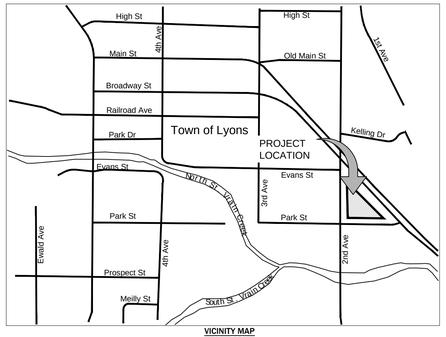
The Town of Lyons, Colorado, by motion of its Town Board of Trustees and following a recommendation of the Lyons Planning Commission did on the _____ day of _____, 20____, adopt and approve the within plat and accept the dedications hereon made.

ATTEST:

_____
Mayor or Mayor Pro Tem

_____
Town Clerk (Town Seal)

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



VICINITY MAP
1" = 500'

Applicant: JM Associates Inc. [Jerry Moore]
PO Box 18390, Boulder, CO 80308
(303) 449-1887

Owner: Downtown Lyons Development, 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, Loveland, CO 80538
(970) 669-2100

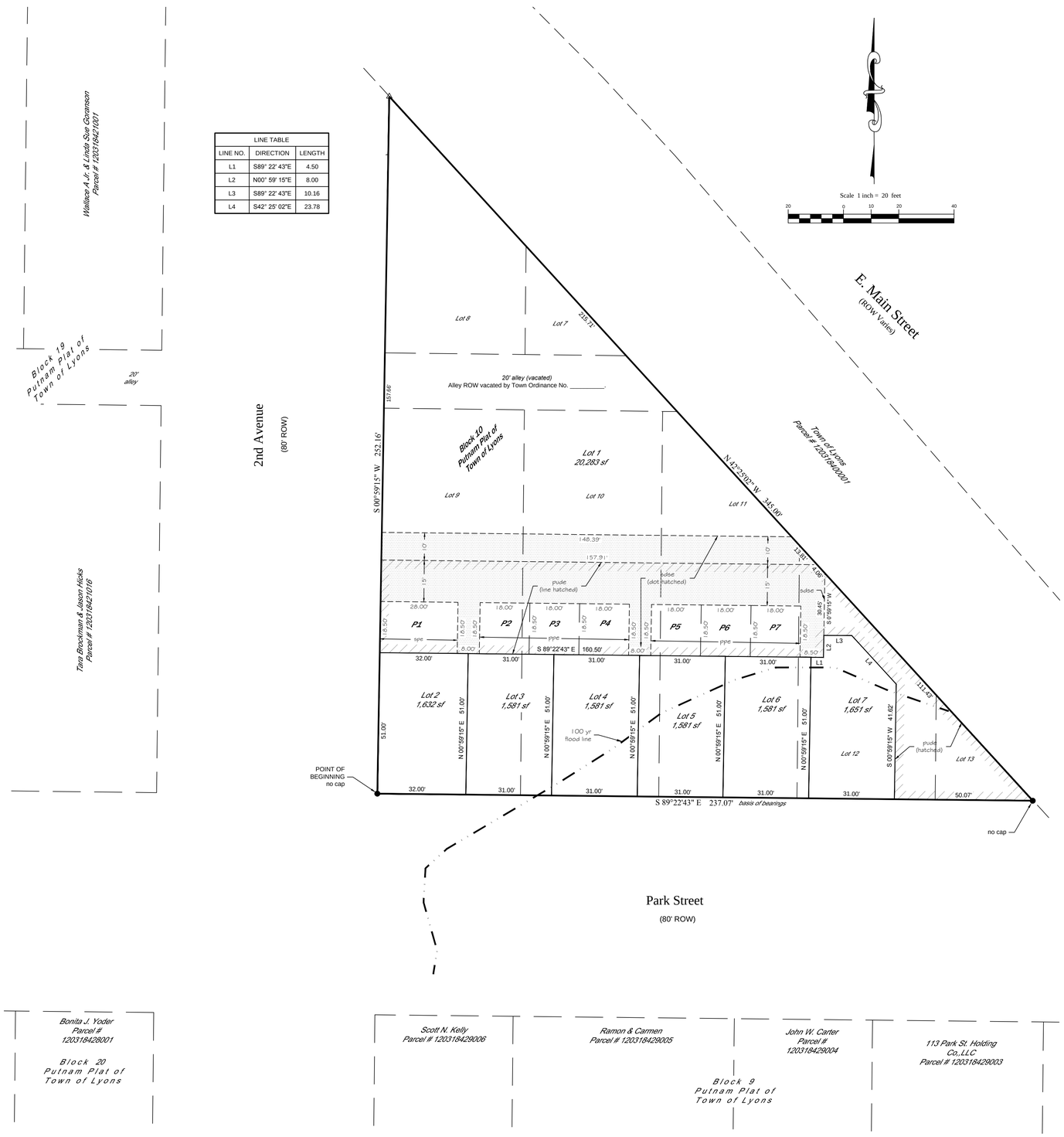
Civil: Cornerstone Engineering [Mike Todd]
1692 Big Thompson Ave Estes Park, CO 80517
(970) 586-2458

LEGEND:

- △ - set PK nail w/ disc marked PLS 32444
- ● - found 0.5" iron rod as described unless otherwise described
- ——— - boundary
- – – – – - easement
- — — — — - existing lot line (to be abandoned)
- *pude* - public utility and drainage easement
- *sdse* - shared driveway and sidewalk easement
- *spe* - shared parking easement (P1)
- *ppe* - private parking easements
  - P2 benefits Lot 2
  - P3 benefits Lot 3
  - P4 benefits Lot 4
  - P5 benefits Lot 5
  - P6 benefits Lot 6
  - P7 benefits Lot 7

Notes:
1. Distances are shown in U.S. Survey Feet
2. The total area equals ±0.686 acres, more or less.
3. Bearings based on the south line of Block 10 as bearing S 89°22'43" E, an assumed meridian.

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89° 22' 43"E	4.50
L2	N00° 59' 15"E	8.00
L3	S89° 22' 43"E	10.16
L4	S42° 25' 02"E	23.78



COUNTY CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)
I hereby certify that this plat was filed in my office at _____ o'clock ___ m. this _____ day of

_____, 20_____, and is duly recorded in Plan File _____.

By

_____
County Clerk or Deputy County Clerk

TOWN CLERK'S 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 (Prior code 10-19-1; Ord. 956 §1, 2014)

G:\Projects\2014\14189\dwg\14189d004.dwg April 14, 2016 - 4:12pm

REVISIONS		
Date _____	By _____	Description _____
Date _____	By _____	Description _____
Date _____	By _____	Description _____

Field Date	12/17/2015	ST	n/a
Party Chief	DCB	PM	MTS
Scale	1"= 20'	PLS	MBS

CLIENT: JM Associates

PLS Group
6843 North Franklin Avenue, Loveland, Colorado 80538
Phone: 970.669.2100 Fax: 970.669.3652

TITLE: **Final Plat**
2ND & PARK SUBDIVISION AND PLANNED UNIT DEVELOPMENT
Section 18, Township 3 North, Range 70 West, 6th P .M., Town of Lyons, Boulder County, Colorado

PROJECT NO.	SHEET NO.	NO. OF SHEETS
14189.004	P1	1

Agenda Item No: X -1
Meeting Date: July 5, 2016

Subject: Ordinance 1003, an Ordinance Approving a Lease of Town Property to Raul Vasquez

Presenter: Deb Anthony, Town Clerk

Background: The Town of Lyons has had a lease agreement with the Blue Mountain Stone/Raul Vasquez since 1993. The lease includes land owned by the town and located behind 4168 and 4170 Ute Highway. The property would be used to conduct operations related to the stone sales business. Raul Vaquez is asking the town to renew the lease for another three years.

Recommended Action: Staff recommends the approval of Ordinance 1003 for a 3 year period for two parcels at $3,300 per year, each for a total of $6,600.00 per year. The only change/addition to the ordinance from 2013 is the following:

8.1 - Lessee acknowledges and agrees that the Town intends to construct a recreational trail across the Leased Property at such time as the Town secures the funding for the trail construction. Accordingly, Lessee agrees to remove any improvements or structures erected on the Leased Property at the Lessee's sole expense upon the town's request for removal of the improvements and/or structures. Any such request shall be made at least twelve (12) months before the requested date of removal.

TOWN OF LYONS, COLORADO
ORDINANCE 1003

AN ORDINANCE APPROVING A LEASE OF TOWN PROPERTY TO RAUL VASQUEZ

WHEREAS, Raul Vasquez owns a parcel of land within the Town of Lyons on which he operates a commercial stone sales business; and

WHEREAS, the Town owns a tract of land adjacent to Raul Vasquez that Raul Vasquez would like to lease in conduct operations related to the stone sales business and such property is within the Town limits; and

WHEREAS, C.R.S. § 31-15-713 (1)(c) authorizes the Town to lease any real estate owned by the Town when deemed by the Board of Trustees to be in the best interest of the community; and

WHEREAS, the Board of Trustees finds that it is in the best interest of Lyons to lease the subject tracts 1 & 2 of land to Raul Vasquez; and

WHEREAS, C.R.S. § 31-15-713(1)(c) requires any lease of Town property for a period of more than one year or less to be approved by ordinance.

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

Section 1. The attached lease agreement between the Town of Lyons and Raul Vasquez is hereby approved by the Board of Trustees.

Section 2. The Mayor is hereby authorized to execute the Lease Agreement for the Board of Trustees.

Section 3. Repeal. All other ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed, provided that such repeal shall not repeal any repealer clauses in such ordinances nor revive any ordinance thereby.

Section 4. Effective Date. This Ordinance shall become effective thirty days after publication following final passage.

INTRODUCED AND PASSED ON FIRST READING THIS 5th DAY OF 5th DAY OF JULY 2016

INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED THIS 18TH DAY OF JULY 2016.

Town of Lyons

BY:_____
Connie Sullivan, Mayor

ATTEST:

_____
Deb Anthony, Town Clerk

TOWN OF LYONS, COLORADO
ORDINANCE 1003

AN ORDINANCE APPROVING A LEASE OF TOWN PROPERTY TO RAUL VASQUEZ

WHEREAS, Raul Vasquez owns a parcel of land within the Town of Lyons on which he operates a commercial stone sales business; and

WHEREAS, the Town owns a tract of land adjacent to Raul Vasquez that Raul Vasquez would like to lease in conduct operations related to the stone sales business and such property is within the Town limits; and

WHEREAS, C.R.S. § 31-15-713 (1)(c) authorizes the Town to lease any real estate owned by the Town when deemed by the Board of Trustees to be in the best interest of the community; and

WHEREAS, the Board of Trustees finds that it is in the best interest of Lyons to lease the subject tracts 1 & 2 of land to Raul Vasquez; and

WHEREAS, C.R.S. § 31-15-713(1)(c) requires any lease of Town property for a period of more than one year or less to be approved by ordinance.

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

Section 1. The attached lease agreement between the Town of Lyons and Raul Vasquez is hereby approved by the Board of Trustees.

Section 2. The Mayor is hereby authorized to execute the Lease Agreement for the Board of Trustees.

Section 3. Repeal. All other ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed, provided that such repeal shall not repeal any repealer clauses in such ordinances nor revive any ordinance thereby.

Section 4. Effective Date. This Ordinance shall become effective thirty days after publication following final passage.

INTRODUCED AND PASSED ON FIRST READING THIS 5th DAY OF 5th DAY OF JULY 2016

INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED THIS 18TH DAY OF JULY 2016.

Town of Lyons

BY:_____
Connie Sullivan, Mayor

ATTEST:

_____
Deb Anthony, Town Clerk

Agenda Item No: X-2
Meeting Date: July 5, 2016

Subject: Resolution 2016 – 55, a Resolution Appointing Town Administrator Victoria Simonsen as Representative and Public Works Director Kyle Miller as Alternate Representative to the MEAN Management Committee

Presenter: Victoria Simonsen, Town Administrator

Background: MEAN requires that the Resolution to appoint a Representative and Alternate Representative to the Mean Management Committee be reappointed every 3 years. This Resolution reappoints Town Administrator Victoria Simonsen as Representative and Public Works Director Kyle Miller as Alternate Representative to the MEAN Management Committee.

Staff Recommendation: Staff recommends approving Resolution 2016-55

TOWN OF LYONS, COLORADO
RESOLUTION 2016-55

A RESOLUTION APPOINTING TOWN ADMINISTRATOR VICTORIA SIMONSEN AS REPRESENTATIVE AND PUBLIC WORKS DIRECOTOR KYLE MILLER AS ALTERNATE REPRESENTATIVE TO THE MEAN MANAGEMENT COMMITTEE

WHEREAS, the Town of Lyons, State of Colorado, is a party to the Electrical Resources Pooling Agreement and, pursuant to the terms of such Agreement, it is the responsibility of the Town of Lyons to designate a representative and alternate representative to the Municipal Energy Agency of Nebraska Management Committee provided for under the terms of said Agreement.

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

1. The Town Clerk is hereby directed to give written notice to the Municipal Energy Agency of Nebraska of the appointment of Victoria Simonsen, Town Administrator as representative to said MEAN Management Committee.
2. The Town Clerk is hereby directed to give written notice to the Municipal Energy Agency of Nebraska of the appointment of Kyle Miller, Public Works Director as alternate representative to said MEAN Management Committee.

This is to certify that the appointments set out above were approved by the Board of Trustees of the Town of Lyons, State of Colorado, at their meeting on July 5, 2016.

_____
Mayor, Connie Sullivan

ATTEST:

_____
Town Clerk, Deb Anthony

Town of Lyons
A/P Summary Bi-Monthly
7/05/16

Date & Check #	Handchecks	Description	Amount
6/23/16 94602	Colorado Muni Clerks Ass	Records Management Class	$ 50.00
6/24/16 94603	The Legendary Ladies, Inc	Good Old Days	$ 300.00
6/28/16 94606	Boulder County Finance	Sales Tax from Permits	$ 2,993.68
Total Handchecks			**$3,343.68**
Payroll 7/01/16			**will be reported on update**

Unpaid Invoices - Vendor		Amount	Grant Funds	Grant Name
Agfinity, Inc.:	$	220.85		
American Fence Company,	$	75.00	$75.00	FEMA
BC Interiors, Inc.:	$	100.00		
Brekke Storage:	$	230.00	$230.00	FEMA
Brownstein Hyatt Farber, L	$	782.08		
Carquest Auto Parts Store:	$	283.98		
Colorado Analytical Lab:	$	188.00		
Colorado Civil Group, Inc.:	$	2,071.50	$2,071.50	FEMA
Cox, Eric:	$	200.00		
Deep Rock Water:	$	42.83		
Gateway Auto:	$	168.72		
Green, John Gabriel:	$	200.00		
Haddad, Abraham:	$	200.00	$200.00	LCF
Hamilton Associates:	$	692.98		
Hendrickson, August:	$	75.92		
Hill Petroleum:	$	1,089.88		
Home Depot:	$	1,320.56		
Interstate Stash Express:	$	400.00	$400.00	LCF
J & S Contractors Supply, C	$	1,057.39		
Kristin Nordeck Brown, PC:	$	1,000.00		
Lewan & Associates:	$	387.83		
Lisle, Anna Michelle:	$	500.00		
Louzan & Stillman, LLC:	$	3,333.00		
Lyons Communications:	$	232.00		
McDonald Farms Enterpris	$	779.98		
N Line Electric, LLC:	$	1,376.00		
O'Hare, Timothy:	$	119.00		
Production Services Intern	$	8,705.00		
Quill:	$	334.17		
Rexel:	$	64.36		
Sparks, Ryan:	$	200.00		
Stamey Associates, Inc.:	$	2,884.00		
Stile, Karen J.:	$	527.00		
Stone, Levi:	$	100.00		
Sunbelt Rentals:	$	1,963.00		
Thorwardson, Nancy:	$	400.00	$400.00	LCF
Tucker, Zach:	$	1,250.00		
Uzzalino-Delgrosso, Lorrai	$	153.00		
Unpaid Invoices as of 6/28/16		**$33,708.03**	**$3,376.50**	**Grant Expenditures**

Total (hand checks, unpaid

Item # XI - 1

MEMO

Resolution 2016-57, a a Resolution Determining That a Business Providing End Of Life Professional Services But Excluding Embalming, Cremation, and Other Related Activities that are Invasive or Dispositive of Human Remains Or that Otherwise Pollute or Create Offensive Conditions Constitutes a Principal Permitted Uses in the Commercial Downtown Zone District

To: Lyons Board of Trustees

From: Bob Joseph, Consulting Planner

Date: 6/29/16

Re: Use Categorization in the CD zone district

The Town has received and application for a determination as to a specific use and its conformity with the broader Commercial Downtown use restrictions and allowances (see attached statement of intent from the applicant Prescott Knock). Prior to purchasing property to establish this use in the Commercial Down Town zone district the applicant requests a determination as to whether or not their intended use will be allowed. The proposed use does not fit neatly within either the allowed uses, conditional uses or prohibited uses listed in the zoning code for the CD zoning district. That being the case the code provides for the following process **Sec. 16-3-20. General application of uses**: "***(b) Land uses not otherwise identified in this Chapter may be proposed for development. The Board of Trustees shall have the authority to determine whether or not the use can be reasonably interpreted to be similar in nature and degree to a permitted or allowed use, and to therefore be categorized as a permitted or allowed use in that district. Unless the Board of Trustees makes a determination that the proposed use should be permitted or allowed, no use that is not expressly permitted or allowed by this Chapter is permitted. (Ord. 910 §1, 2013)"***

The Town Board discussed this matter at the last meeting and directed the Town Attorney to prepare a resolution that would set out the reasoning for acceptance of this use in the CD Commercial Downtown district. That resolution has been prepared and is being presented for the Board's consideration.

Background

The code provides the following list of permitted, conditional and prohibited uses in the CD district:

Sec. 16-3-210. CD Commercial Downtown District.
(a) Intent. The CD District is intended to reflect the character of the original downtown and to provide for a mixture of uses that will strengthen and expand the core community with zero-lot-line development. The desired character for the Commercial Downtown District includes retail uses and restaurants on the first floor of buildings, with offices and residential uses on the upper floors.
(b) Principal Uses. Permitted principal uses in the CD District shall be as follows:
(1) Accessory building or use.
(2) Business use, including but not limited to the following:

a. Club or lodge.
b. Entertainment facility.
c. Financial institution.
d. Gallery.
e. Hotel or motel.
f. Museum.
g. Professional office.
h. Personal service shop, such as barber shop, beauty parlor, computer repair shop, dry-cleaning outlet, self-service laundry, shoe repair shop or television or small appliance repair shop.
i. Recreational facility.
j. Restaurant, bar or other eating and drinking place.
k. Retail store, such as bakery, department store, discount store, drug store, furniture store, gift shop, grocery store or pet store.
l. Studio.
(3) Residential use, but only if a business use occupies the portion of the building immediately adjacent to the street frontage.
(4) Keeping, harboring, boarding, caring for or maintaining not more than four (4) dogs over the age of three (3) months.
(c) Conditional Uses. Permitted conditional uses in the CD District shall be as follows:
(1) Church.
(2) Day care center.
(3) Medical or dental office or clinic.
(4) Municipal administrative office.
(5) Use with drive-up window.
(d) Prohibited Uses. Prohibited uses in the CD District shall include those uses that cause water pollution or create substantial amounts of offensive noise, vibration, smoke, dust, odors, heat and glare. Prohibited uses shall include, but not be limited to, the following:
(1) Automobile sales and repair.
(2) Gasoline station.
(3) Minor or major automotive repair.
(4) Mortuary or funeral chapel.
(5) Use with drive-up window.

It is noted that Mortuary or funeral chapel is specifically listed as a prohibited use in the CD district.

That use is specifically defined in the code as follows:

"Funeral chapel means a building used for the preparation of the deceased for burial or cremation, for the display of the deceased and/or for ceremonies or services related thereto, including cremation and the storage of caskets, funeral urns, funeral vehicles and other funeral supplies."

It is Staff's opinion that the proposed use does not fit this definition because it does not entail on-site cremation or preparation of the deceased for burial (i.e. embalming). The similarities with this definition fall within the "accessory use" of the property as proposed, not as a principal use.

TOWN OF LYONS, COLORADO
RESOLUTION NO. 2016-57

A RESOLUTION DETERMINING THAT A BUSINESS PROVIDING END-OF-LIFE PROFESSIONAL SERVICES BUT EXCLUDING EMBALMING, CREMATION, AND OTHER RELATED ACTIVITIES THAT ARE INVASIVE OR DISPOSITIVE OF HUMAN REMAINS OR THAT OTHERWISE POLLUTE OR CREATE OFFENSIVE CONDITIONS CONSTITUTES A PRINCIPAL PERMITTED USE IN THE COMMERCIAL DOWNTOWN ZONE DISTRICT

WHEREAS, The Natural Funeral Co., a Colorado corporation ("Applicant"), proposes to operate a business within the Town of Lyons ("Town") that provides end-of-life education, planning and consultation; bereavement care; counseling; an art gallery; and related retail items in addition to providing environmentally based end-of-life services and natural burials; and

WHEREAS, the end-of-life services that Applicant proposes to provide will not include the embalming of human remains, nor the cremating of such remains on its business premises, although the Applicant represents that such remains will be temporarily stored on its premises under refrigeration in accordance with state law, including but not limited to the Colorado Mortuary Science Code, C.R.S. Sections 12-54-101 *et seq*.; and

WHEREAS, Applicant desires to purchase, but has not yet purchased, property located at 418 High Street for its proposed business within the Commercial Downtown zoning district ("CD District"); and

WHEREAS, the Town of Lyons Board of Trustees ("Board") is authorized pursuant to Section 16-3-20(b) of the Lyons Municipal Code ("LMC") to determine whether or not a proposed land use that is not otherwise identified in the Lyons Zoning Regulations can be reasonably interpreted to be similar in nature and degree to a permitted or allowed use; and

WHEREAS, pursuant to Section 16-2-20(5) of the LMC, any use not permitted in a zone, either specifically or by interpretation by the Board pursuant to Section 16-3-20 of the LMC, is specifically prohibited from that zone; and

WHEREAS, Applicant has applied to the Board for a determination as to whether its proposed use of 418 High Street will be permitted in the CD District; and

WHEREAS, permitted principal uses in the CD District include business use, such as professional office, personal service shops, and retail store; and

WHEREAS, pursuant to Section 16-1-60 of the LMC, the meaning of "personal and business service shops" includes shops primarily engaged in providing services generally involving the care of the person, such as beauty or barber shops; and

WHEREAS, prohibited uses in the CD District include those that cause water pollution or create substantial amounts of offensive noise, vibration, smoke, dust, odors, heat and glare, as well as automobile sales and repair, gasoline station, and mortuary or funeral chapel; and

WHEREAS, under Section 16-1-160 of the LMC, “funeral chapel” means a building used for the preparation of the deceased for burial or cremation, for the display of the deceased and/or for ceremonies or services related thereto, including cremation and the storage of caskets, funeral urns, funeral vehicles and other funeral supplies, and “mortuary” means “funeral chapel”; and

WHEREAS, because Applicant’s proposed use of property in the CD District will provide numerous services in addition to preparing human remains for disposition and storage of funeral supplies, including services involving the care of the person, Applicant contends that its proposed business does not constitute the principal use of a funeral chapel; and

WHEREAS, Applicant contends, and Town staff advises, that Applicant’s proposed use does not constitute a prohibited use in the CD District because its exclusion of embalming practices and cremating human remains from its business plan and premises will not pollute the water supply nor cause offensive noise, vibration, smoke, dust, odors, and heat; and

WHEREAS, the Board reviewed and discussed Applicant’s application at its regular meeting on June 20, 2016 and directed staff to prepare this Resolution for its consideration at its regular meeting on July 5, 2016 in order to give the public the opportunity to provide input for its consideration in making its interpretation; and

WHEREAS, the Board provided an opportunity for public input concerning this Resolution at its regular meeting on July 5, 2016; and

WHEREAS, the Board finds that Applicant’s principal proposed use of 418 High Street does not constitute a prohibited use in the CD District because Applicant’s business will specifically not provide the embalming, cremation, or other related activities that are invasive or dispositive of human remains and that cause water pollution or create substantial amounts of offensive noise, vibration, smoke, dust, odors, heat, or glare; and

WHEREAS, the Board further finds that Applicant’s proposed use of 418 High Street does not constitute a prohibited use in the CD District because Applicant’s principal use of the property in the CD District will be professional office, gallery, personal service shop, and retail store, rather than the preparation of human remains for disposition and storage of funeral supplies; and

WHEREAS, the Board has determined that Applicant’s principal proposed use of 418 High Street is not otherwise identified in the Lyons Zoning Regulations, and that based on the recitals above, such use can reasonably be interpreted to be similar in nature and degree to permitted uses in the CD Zone District.

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

Section 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. The Board of Trustees hereby determines that Applicant’s principal

proposed use of 418 High Street is reasonably interpreted to be similar in nature and degree to business uses permitted in the CD Zone district pursuant to Section 16-3-210(b)(2) of the Lyons Municipal Code, including but not limited to professional office, gallery, personal service shop, and retail store.

Section 3. The Board's determination regarding Applicant's proposed use is based upon the following understandings and representations made by the Applicant in its application:

a. That Applicant's use of the property located at 418 High Street will not include embalming, the use of any chemicals that could cause water pollution, or cremation or other disposition of human remains.

b. Bodies stored on site will only be located in a specialized refrigeration unit on site that meets all requirements of state law.

c. All other representations, statements and positions contained in the application or that were made by or attributed to the Applicant and its representatives during the regular Board of Trustees meetings in which Applicant presented its application and in which this Resolution was approved, including all such statements contained in materials submitted to the Board of Trustees by the Applicant and Town staff.

Section 4. This Resolution shall be effective immediately upon its adoption.

ADOPTED THIS 5th DAY OF JULY, 2016.

TOWN OF LYONS, COLORADO

By: _____
Connie Sullivan, Mayor

ATTEST:

_____
Debra Anthony, MMC - Town Clerk