Boulder County

Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • **www.bouldercounty.org**

BOULDER COUNTY BOARD OF COUNTY COMMISSIONERS

August 15, 2023, 3:00 p.m. Continued from
July 6, 2023, at 1:00 p.m.

All Commissioners' public hearings and meetings will be offered in a hybrid format where attendees can join through **Zoom** or **in-person** at the Boulder County Courthouse, 3rd Floor, 1325 Pearl Street, Boulder.

PUBLIC HEARING with PUBLIC TESTIMONY

STAFF: Hannah Hippely, AICP – Community Planning and Permitting
APPLICANT: Jack Bestall, Bestall Collaborative Limited
PROPERTY OWNER: Lefthand Ranch, LLC

Kanemoto Estates Conservation Easement Termination

Request to terminate a conservation easement on Outlot A of Kanemoto Estates pursuant to the terms of the conservation easement. Termination is required to allow the annexation of Kanemoto Estates into the City of Longmont for the construction of a mixed housing development. The property is located east of Airport Road approximately 0.5 miles north of the intersection of Airport Road and SH 119 at 8702 N 87th Street.

Action Requested: Approval

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BACKGROUND

The Board of County Commissioners continued the public hearing regarding this request for staff to answer questions raised during the hearing and provide additional information. This memo addresses those requests and includes additional information to supplement the initial packet as requested by the BOCC.

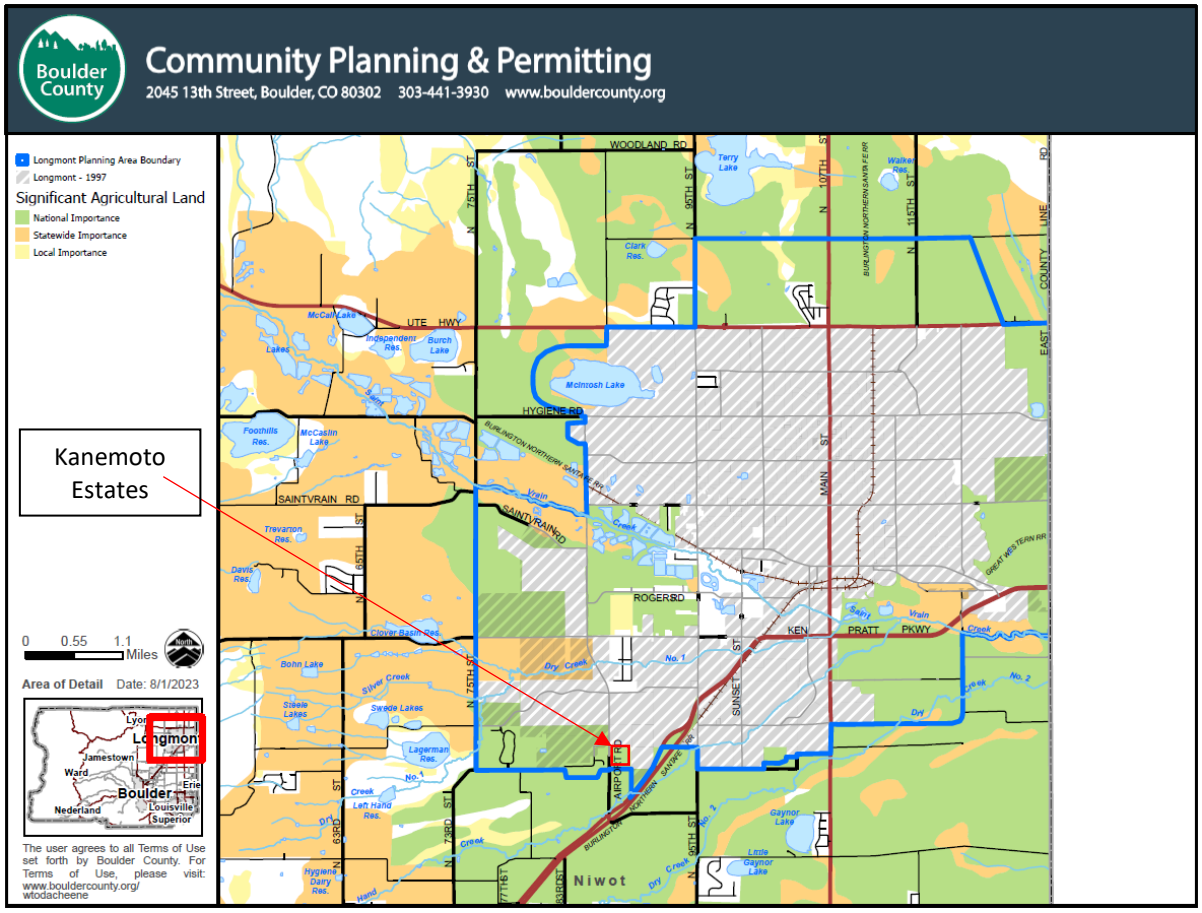
A. The BOCC asked staff to provide additional information regarding county conservation easements, particularly those which could be terminated and those which have been terminated.

Parks and Open Space has drafted a memo in answer to the questions of the BOCC. This memo along with the requested maps are attached as Exhibit A.

B. The BOCC asked staff to provide more information regarding the Significant Agricultural Lands designation shown in the Boulder County Comprehensive Plan (BCCP) Significant Agricultural Lands map. Significant Agricultural Land is the only BCCP resource designation on the property.

In the original 1978 Boulder County Comprehensive Plan (1978 Plan), agricultural lands were included in the Environmental Resources section. The 1978 Plan details how designations of Lands of Statewide Importance and Lands of Local Importance were made, and the designated lands were shown on the adopted map (see Exhibit B). In 1997, the BCCP was amended, and the Agricultural Element was developed as an independent element. In the introduction to the element, it states "since 1959, the Front Range has been consuming agricultural land for other purposes at an average of 60,000 acres per year. Between 1959 and 1974, Boulder County led the State of Colorado in this category, a fact that formed one of the core reasons for the eventual development of the original edition of the Boulder County Comprehensive Plan". Along with an update to the text of the Comprehensive Plan, the Significant Agricultural Lands map was also updated. This new map included a Lands of National Importance Significance designation, excluded areas where major changes in land use had occurred, and redesignated lands where loss of irrigation occurred. The 1997 Significant Agricultural Lands Map is included as Exhibit C.

In this context, Boulder County moved to advance the goals of agricultural land preservation by not only adopting the 1997 BCCP Agricultural Element update but also through the pursuit of intergovernmental agreements with the county's growing municipalities. The original Longmont Planning Area Comprehensive Development Plan IGA was signed in June 1997. Through this agreement, the county and city were able to establish the boundaries of the City's growth and limit the extent of the conversion of agricultural lands to urban uses. The map below shows the 1997 municipal extent of the City of Longmont, the 1997 Significant Agricultural Lands designations, and the Planning Area Boundary established by the IGA. A large version of this map along with other maps showing agricultural lands designations and the City of Longmont municipal boundaries in 1978, 1997, and at present are included as Exhibit D. These maps demonstrate how the rate of outward expansion of the Longmont municipal boundary was influenced by the IGA.



Intergovernmental agreements were not the only tool that the county used to advance the preservation of agricultural lands. The county open space purchase program, which was funded by the tax approved by voters in 1993, began preserving agricultural lands in the Longmont area through acquisition. The IGA supported the preservation of land around the City of Longmont through acquisition because it delineated the growth boundaries for the City and removed the development pressures from these properties for the term of the IGA. Exhibit E (which was also included as Attachment C and Attachment D to the Parks and Open Space memo) shows the effect of land preservation efforts in the Longmont area from 1996 to today.

The IGA did not preclude the future conversion of all agricultural lands to urban uses. Instead, the county agreed to a certain conversion amount. In establishing which lands could be converted, the agreement sought to limit the impacts of urban influences, fragmentation, and land speculation on agriculture (the BCCP lists the stresses and impact created from urban influences, the loss of nearby agricultural support services, fragmentation, and land speculation as major hindrances to farming in Boulder County) while supporting the purpose of the open space program in the Longmont area by limiting the extent to which Longmont could grow outward. Limiting growth to the land adjacent to the city allowed for growth to occur more efficiently resulting in a compact urban form helping reduce infrastructure costs and creating a compact urban form preventing the urban areas from sprawling into the county. When used in conjunction with the TDR program, the growth boundary gives additional protection to areas identified for rural preservation. The IGA has been effective in implementing the agricultural land preservation goals of the Comprehensive Plan.

Outlot A has been identified as a site of potential urbanization since 1996. The viability of agricultural

operations on Outlot A is challenging for staff to quantify. The Comprehensive Plan maps show that the soils are conducive to agriculture. However, staff cannot assure that irrigation water to support agricultural operations (or the Nationally Significant Agricultural Lands designation) will be available in the future, as any existing water rights could be sold and the land dried up.

Staff notes that the compensation the county will receive for the termination of the easement will allow the preservation of other agricultural lands. In Exhibit A page A4, Parks and Open Space staff note:

> Boulder County has invested significantly in acquiring open space around Longmont in county-only deals and also in partnership with the City of Longmont. Since January 2020, Boulder County has invested $9,365,000 in acquiring four properties totaling 338 acres that Longmont asked the county to help acquire. These deals illustrate an active partnership between the county and Longmont, and staff are continuing to work together to further county and city open space acquisition goals. Land lying west and southwest of Longmont has a current average price of about $40,000/acre. If the 29-acre Kanemoto Estates conservation easement is terminated, Boulder County could use the $2,320,000 in proceeds to acquire about 58 acres of new open space. Although Parks & Open Space does not yet have a deal negotiated that would use the Kanemoto Estates funding, we anticipate being able to acquire additional open space near Longmont from willing sellers.

C. The BOCC requested additional information regarding the process for implementing conditions of approval that the BOCC may want to apply to the termination of the conservation easement (CE) and how this would fit into the City of Longmont's development review processes.

If the Board decides to terminate the conservation easement, Parks and Open Space will draft a termination agreement for signature by the developer and the county. A termination agreement has already been negotiated between POS staff and the landowner that has been signed by the landowner with the basic terms, including the termination price, but the Board could require additional terms as a condition of granting the termination of the CE. The termination will not occur until both parties are in agreement about the conditions of termination. This revised agreement would be presented to the Board at a business meeting for its approval.

If that agreement is approved and all of the conditions are met that are required to be met prior to release of the easement, Parks and Open Space will record a release of the CE. This recordation of the release document is the act which officially releases the CE. Release of the CE will not occur until all county and city conditions described below are met.

Because of the language at the end of Paragraph 3 of the CE, the Board can impose conditions upon the decision to terminate the CE. The conditions precedent to termination of the CE will be listed in the termination agreement. One condition precedent will be "final and unappealable approval of the annexation plan by the City of Longmont; including the zoning, annexation map and recordation" and "[p]rovision by City of Longmont that Landowner has satisfied all of city's annexation requirements." Longmont will effectuate a final requirement (satisfying Longmont annexation requirements) if it approves of the annexation upon conditions consistent with those that the Board has set forth.

If the BOCC votes to conditionally approve the termination, the conditions will be added to the termination agreement. Based on the BOCC motion on the decision regarding the termination, the specific language of the conditions can be developed by staff and presented to the BOCC at a

business meeting, where it can be reviewed. Changes to the proposed language can be made prior to approving a final version of the termination agreement.

Upon entering into a termination agreement, the applicant can move forward with the development review processes with the City of Longmont. Staff understands that currently, the applicant has in process with the City of Longmont a comprehensive plan amendment, an annexation, and zoning applications. Typically, there are conditions of approval of an annexation that would need to be met before an approved annexation is finalized and made effective through the recordation of an annexation plat and agreement. Between approval of the applications by Longmont City Council and the completion and recordation of the final documents, which effectuate the approvals, all conditions found in the termination agreement between the county and the applicant would need to be satisfied and the CE released. Under the IGA, the City can only complete the annexation with the release of the CE. In practice the release of the CE and recordation of the annexation plat and agreement would be coordinated by county and city staff to occur almost simultaneously.

C. Boulder County- Longmont IGA Update

The BOCC asked staff to provide details regarding the update to the intergovernmental agreement with the City of Longmont. Current land use related IGAs include the Comprehensive Development Plan IGA (CDP IGA), the (TDR IGA), and the Countywide Coordinated IGA (Super IGA).

The Clover Basin Water Transmission Line, Highway 66 Storm Drainage Project, Peschel Property Annexation, Pipeline Permitting, and Term Extension Amendment to the Third Amended Longmont Planning Area Comprehensive Development Plan and Super IGA Intergovernmental Agreements was entered into in October of 2011. Section 3 of this document extends the term of the Longmont CDP IGA to October 16, 2023. Section 4 of this IGA waived the "opt out" option of the Super IGA confirming Longmont's participation until October 16, 2023. Through the second amendment to the TDR IGA, the term of that IGA was extended to May 31, 2016, at which time it would have expired. However, the Third Amendment to the CDP IGA extended the term of the TDR IGA by incorporating it "as if fully set forth herein" into the CDP IGA, and thus its term in the same as the CDP IGA. The three TDR IGA documents (original and two amendments), including color copies of the TDR IGA maps, are included in this packet as Exhibit F. The five CDP IGA documents (the original and four amendments) along with a color copy of the IGA map are included in this packet as Exhibit G.

In recognition of the upcoming expiration date and with the desire to continue collaborative planning efforts, staff at the City of Longmont and the county have begun work on updating the intergovernmental agreements. To date, county staff have approached this IGA update as a technical update, maintaining the concepts of the current CDP IGA, rather than including any significant change of direction. The City has not indicated that a significant change of course or any expansion of the Longmont planning area is desired. Envision Longmont, which is the name of the City's Comprehensive Plan, defines the Longmont Planning Area, and this boundary within the Boulder County area of the Envision Longmont plan closely matches the City's planning area as shown in the 1997 CDP IGA map, except that areas north of Vermillion Road shown in the CDP IGA as being in the planning area are excluded from the Envision Longmont Planning Area. The CDP IGA map has not changed since the adoption of the IGA in 1997, and updates to the map which reflect annexations, open space purchases, etc. are necessary.

The development of the text and an associated map are underway, but they are in initial stages and no final first draft has been developed which could be available for review. We anticipate continuing to collaborate with City staff on the development of a final first draft, after which the agreement could

be reviewed by City Council and the Board of County Commissioners. Since intergovernmental agreements are negotiated, staff anticipates that there may be further edits to the draft after review by the elected bodies. The final version of the IGA would be considered by each elected body at a public hearing for a decision regarding adoption of the IGA.

D. Staff included a brief summary of the Planning Commission decision in the previous packet, but the details of Planning Commission's comments were not included for BOCC consideration.

Staff reviewed the Planning Commission hearing and drafted a summary (not a word for word transcription of the meeting) focused on capturing the comments and questions of Planning Commission which is now included in this packet as Exhibit H.

One issue raised during the Planning Commission hearing that has not been otherwise addressed by staff is the concept of privilege and how the ability to participate in a public hearing is a privilege not shared by the entire community. A guiding principle of the Comprehensive Plan is to "create policies and *make decisions* that are responsive to issues of social equity, fairness, and access to community resources for all county residents" (emphasis added). Equity is defined in the Comprehensive Plan as "the just distribution of the resources and opportunities needed to achieve equitable outcomes for everyone in a community. Equity is reached through the systemic implementation of polices, practices, attitudes and cultural messages that create and reinforce equitable outcomes for all people. Work to achieve equity and dismantle racial, economic, and health inequity needs to occur on three distinct levels-individual, institutional, and structural". The racist history of single family only zoning and its contribution to the segregation of the country today and the harm caused to BIPOC communities is well documented. In understanding this history and the stated equity goals in the Comprehensive Plan we must move forward differently than we have in the past in order provide opportunities in the face of long standing institutional and structural barriers. Commissioner Bloomfield stated, "as far as need and equity, we can't wait for the perfect project or location." Requiring a perfect project and perfect location is a way of imposing institutional and structural barriers and given the limitations on growth in Boulder County no such place exists. This particular property has been identified for urbanization since 1996 and while the development of this site may not be perfect, the affordable housing component of the project will provide opportunities to a more diverse group.

E. Applicant Supplemental Materials

The applicant has provided additional materials in response to the request for additional information by the BOCC, which are included as Exhibit I. The goals of Somerset Village are outlined on page I2. Here the applicant states:

> The Somerset Village plan will exceed Longmont's Inclusionary Housing ordinance and provide 100% of the residential as attainable and affordable; waiving the option to pay an in Lieu Fee. The plan will place a priority on for sale units. The Longmont Inclusionary Housing ordinance currently identifies: Middle Tier Residential as 80%-120%AMI; and Affordable Residential as 40%-80%AMI.

This is a goal statement from the applicant but a means to ensure the affordability goals are met in the outcome of the development was an interest expressed by the BOCC at the last hearing

Staff has also included in the packet as Exhibit J, the materials considered by Longmont City Council on July 18, 2023 regarding the Inclusionary Housing Program 2022 Annual Report and City of

Longmont Housing Affordability (The Report). The Report provides a wealth of information on the City's program, outlining its goals and examining the progress toward the achievement of those goals along with a variety of data sets and trends analysis. Pages J5 and J6 of Exhibit J include a set of useful infographics providing a snapshot of the program. The graphic Inclusionary Housing Compliance Option Selection Percentage indicates that 56% of developers select the Fee-in-lieu option, where the current developer has stated in the goal statement above they intent to waive that as an option ensuring affordable housing will be developed on site.

The Report Snapshot indicates that 94% of affordable homes are rental homes with 6% being purchased homes. The applicant has indicated that the project will focus on the provision of for purchase homes. The report later states:

> For sale affordability gaps in Longmont are concentrated among households earning less than 80% AMI, but persist for households earning up to 120% AMI.
>
> - Sixty-eight percent of renter households have an income less than 80% of AMI and only 4% of sales were affordable to them (priced under $324,000).
> - The market also undersupplies units affordable to households earning between 80% and 100% AMI. Thirteen percent of renters are in this income range but only 9% of units were listed/sold in their affordability range.
> - The cumulative gap shows that the overall undersupply of affordable for sale homes extends up to 120% AMI, even after excluding households earning less than 30% AMI from potential demand. (The cumulative ownership gap excludes households earning less than 30% of AMI because they are least likely to transition to homeownership).

Based on the applicant's statement and this information, the proposed provision of primarily for purchase units in the Affordable Residential (40%-80% AMI) and Middle Tier Residential as (80%-120% AMI) ranges appears to be a reasonable goal.

To address the Board of County Commissioners desire to ensure that affordability goals expressed by the applicant are enforceable, conditions of approval could be included by the BOCC. The Inclusionary Housing Program 2022 Annual Report and City of Longmont Housing Affordability (Exhibit J) Appendix A on pages J85 and J86 provides a comparison of inclusionary zoning programs in Colorado in Rural Resort and Western Colorado and Front Range Communities. Requirements range from 5% to 25% unit dedications with varying AMI levels, rental vs. ownership, and affordability term (Perpetual, defined number of years, etc.) also being considerations. The BOCC may consider additional detail addressing these issues in conditions of approval. For example, the BOCC could condition termination contingent on meeting minimum affordability thresholds consistent with what the developer has proposed as goals. If the BOCC approves a contingent termination of the easement, potential additional conditions to ensure commitment to housing affordability can be structured as shown in the example below:

EXAMPLE

1. Affordable housing requirements will be constructed on site; the applicant waives the fee-in-lieu option.
2. 100% of the units will qualify as either Affordable Residential (40%-80% AMI) or Middle Tier Residential as (80%-120% AMI) with at least 50% of the units being Affordable Residential.
3. 50% of all Affordable Residential and 50% of Middle Tier Residential for sale units shall be permanently affordable deed restricted properties. 100% of Affordable Unit for rents shall remain permanently affordable.

4. 80% of all Affordable Units will be for sale units, Affordable Units for rent are limited to 20% of the total units. Affordable Units for rent shall be Affordable Residential (40%-80% AMI) units.

Utilizing 350 for the total unit count with the above example conditions the project could result in the following:

- Affordable Residential (40%-80% AMI) Units – 175
- Affordable Residential (40%-80% AMI) permanently affordable rental units – 70
- Permanently Restricted Affordable Residential Units – 52 Units
- Middle Tier Residential as (80%-120% AMI) Units – 175
- Permanently Restricted Middle Tier Residential Units – 87

F. City of Longmont Materials

The application for annexation was considered by Longmont City Council on April 13, 2021. Council voted 6 -1 in favor of referring the application to the Annexation Review Process and finding that reviewing the annexation would be in the interest of the City. Included as Exhibit K is the packet of materials considered by Council along with the meeting minutes.

G. Additional public comments are attached as Exhibit L.

RECOMMENDATION

Staff and the Boulder County Planning Commission have found that the termination request is consistent with the Boulder County Comprehensive Plan and the County Land Use Code and recommend that the Board of County Commissioners approve the request.

To address the Board of County Commissioners desire to ensure that affordability goals expressed by the applicant are enforceable the Board could consider adding conditions of approval such as:

1. Affordable housing requirements will be constructed on site; the applicant waives the fee-in-lieu option.
2. ____% of the units will qualify as either Affordable Residential (40%-80% AMI) or Middle Tier Residential (80%-120% AMI), with at least 50% of the units being Affordable Residential. Regardless of the percentage, the development must have at least ____ units in each of the above categories.
3. ___% of all Affordable Residential and _____% of Middle Tier Residential for sale units shall be permanently affordable deed-restricted properties. 100% of Affordable Units for rent shall remain permanently affordable.
4. ___% of all Affordable Units will be for sale units. Affordable Units for rent are limited to __% of the total units. Affordable Units for rent shall be Affordable Residential (40%-80% AMI) units.

EXHIBIT A

Parks & Open Space
5201 St. Vrain Road • Longmont, CO 80503
303-678-6200 • POSinfo@bouldercounty.org
www.BoulderCountyOpenSpace.org

TO: Hannah Hippely
Cc: Tina Burghardt, Dale Case, Therese Glowacki, Conrad Lattes, Liana James, Erica Rogers, Kim Sanchez
From: Janis Whisman, Real Estate Division Manager for Parks & Open Space
Re: Kanemoto Estates Property and County Conservation Easement Summary
Date: August 3, 2023

Thank you for including this memo in your staff packet for the upcoming public hearing scheduled on the Kanemoto Estates property to help explain conservation easements held by Boulder County.

Conservation Easement Summary

Boulder County holds conservation easements, deed restrictions, restrictive covenants, and deeds of development rights over 851 properties. All restrict property uses and are important for influencing rural preservation, so I have chosen to include them in counting and display. For simplicity of reference, all are simply called conservation easements in this memo. The following information provides additional detail about them.

Number	Conservation Easement Groups			Acres
598	Parks & Open Space conservation easements; all written to be perpetual			31,000
245	Regulatory conservation easements acquired through land use processes			10,532
	75	Written to be perpetual	2,374 acres	
	4	Automatically terminate upon annexation 1. Alpenglow Acres 2. Dodge-Dollaghan Family Farm 3. Dollaghan 4. Dollaghan Family Farm	102 acres	
	166	Could potentially be terminated*	8,056 acres	
843	Total			41,532

* The Kanemoto Estates conservation easement is one having the potential for termination. These easements allow for the potential of additional development if the county and adjacent municipality agree future development is appropriate via a county process. While there are similarities in the process language, each easement has to be read to identify the process for that particular easement. These 166 conservation easements cover 133 outlots of rural subdivisions that were developed in the late 1970s to mid-1990s, where houses were clustered and conservation easements protected the remaining rural land for open space. On an additional 33 properties, the county approved some measure of development in exchange for a conservation easement over the remainder of the property. Because it was unknown at the time how far into the county municipalities would want to expand and to what degree the county could convince municipalities to join in the concept of protecting community buffers through intergovernmental agreements outlining specific areas for rural land preservation, these 166 conservation easements have language potentially allowing further development if the county and local municipality agree that required circumstances are met. Very few of these 166

properties lie adjacent to municipalities. The county and most municipalities are continuing a commitment to community buffering through intergovernmental agreements.

Maps

The maps included as Attachments A-E to this memo are helpful for illustrating the numbers listed above. The maps are designed to illustrate county-held conservation easements as follows:

Attachment A Boulder County as of February 5, 1996, when the Longmont TDR Area IGA went into effect, with the current Longmont Planning Area for reference.

- Map shows open space, and regulatory conservation easements that terminate automatically upon annexation or that have the potential for termination through a public land use process.
- See Attachment C for a zoomed-in view around Longmont.

Attachment B Boulder County as of today, with the current Longmont Planning Area for reference.

- Map shows open space, and regulatory conservation easements that have terminated, that terminate automatically upon annexation, or that have the potential for termination through a public land use process.
- See Attachment D for a zoomed-in view around Longmont.

Attachment C Longmont area as of February 5, 1996, when the Longmont TDR Area IGA went into effect, with the current Longmont Planning Area for reference.

- Map shows open space, and regulatory conservation easements that terminate automatically upon annexation or that have the potential for termination through a public land use process.
- This map is a zoomed-in version of the county-wide view in Attachment A.

Attachment D Longmont area as of today, with the current Longmont Planning Area for reference.

- Map shows open space, and regulatory conservation easements that have terminated, that terminate automatically upon annexation, or that have the potential for termination through a public land use process.
- This map is a zoomed-in version of the county-wide view in Attachment B.

Attachment E Longmont Transferable Development Right (TDR) Area intergovernmental agreement (IGA) map

- This map was updated by the county and Longmont in 2005.

Terminated Conservation Easements

Boulder County's conservation easements have previously been terminated in these ways:

- Parks & Open Space used conservation easements to protect 3,178 acres on 30 additional properties that have also since been fully acquired for county open space. The county would have acquired these properties initially, had the landowners been willing to sell fee title or if county funds had been available. (For example, some landowners were only willing to sell conservation easements but gave

the county options to buy the property later. For another example, the county placed conservation easements over portions of one property during a phased fee acquisition in case the county could not gather enough funding to fully purchase the property.) According to state law, these conservation easement interests automatically merged with fee title.

- Similarly, Parks & Open Space has acquired eight regulatory conservation easement properties that added 690 acres to county open space. For example, acquisition of three regulatory easement properties lying west of Highway 36 added acreage to the Heil Valley Ranch open space. These conservation easements also automatically merged with the county's fee title.

- Five other regulatory conservation easements covering 282 acres were terminated as described below:

  1. Goose Haven Reservoir-Outlot B. This conservation easement covered 102 acres west of Highway 287 between Jasper and Isabelle Roads. The property was placed under regulatory easement in 1983 as an outlot of the Goose Haven subdivision. In 1985, the 1983 easement was replaced when the private landowner sold the land to the City of Lafayette for a raw water storage facility. The county agreed in the 1985 easement that it would be automatically terminated upon annexation. Lafayette later annexed the land and built two reservoirs on the property.

  2-5. Longmont TDR Area Properties. The County-Longmont Transferable Development Right (TDR) intergovernmental agreement (IGA) designated four conservation easement properties as receiving sites (see Attachment E) that were later developed as follows:

  2. Lane Farms. The county held a conservation easement over 19 acres of this 27-acre site that was annexed into Longmont and re-platted as part of the North Star subdivision. The developer paid Boulder County $1,891,756.88, which represented 20 TDRs valued at $80,000 per TDR, plus interest because in that case, the county agreed to let the developer pay the cost over time. (Parks & Open Space has told the Kanemoto Estates developer that the Lane Farms arrangement did not work from a practical standpoint for the county and will not be done for Kanemoto Estates.) The developer annexed the property into Longmont and the county now holds a conservation easement over about 3 acres of subdivision outlots.
  3. L and S Estates. The 29 acres covered by county conservation easement were re-platted into the Summerlin subdivision using the county's subdivision processes that resulted in no payment to the county.
  4. Ranch at Clover Basin. In the first phase of this subdivision, 161 acres were initially covered by conservation easement. Those acres were re-platted into a second phase of that subdivision that left 107 of those 161 acres covered by conservation easement. Those 107 acres were later re-platted into the Portico subdivision. In the end, the county received fee title to eight acres of the property, rather than monetary compensation.
  5. Westview Acres. The 41 acres covered by conservation easement were annexed into Longmont and re-platted as part of the Somerset Meadows subdivision. The Westview Acres conservation easement contained language that automatically terminated the easement upon annexation, so the county did not receive monetary compensation.

Kanemoto Estates Details

Kanemoto Estates is the last remaining undeveloped receiving site under the Longmont TDR Area IGA. If the Board of County Commissioners determines that development is appropriate, the conservation easement interest will be terminated, and Boulder County is entitled to compensation from the developer.

Easement Termination Price

The county holds TDRs usable on Longmont receiving sites and has a long-established price of $80,000/TDR for the Longmont TDR Area. In 2007, the county set that price for the developer of the Lane Farms property and required one TDR/acre. Potential developers have been contacting Parks & Open Space for years about the TDR price for the Kanemoto Estates property if the 29-acre conservation easement is terminated. Parks & Open Space has told every developer that the price is $80,000/TDR, including the current developer, who first contacted Parks & Open Space in 2018.

Reinvestment in Open Space

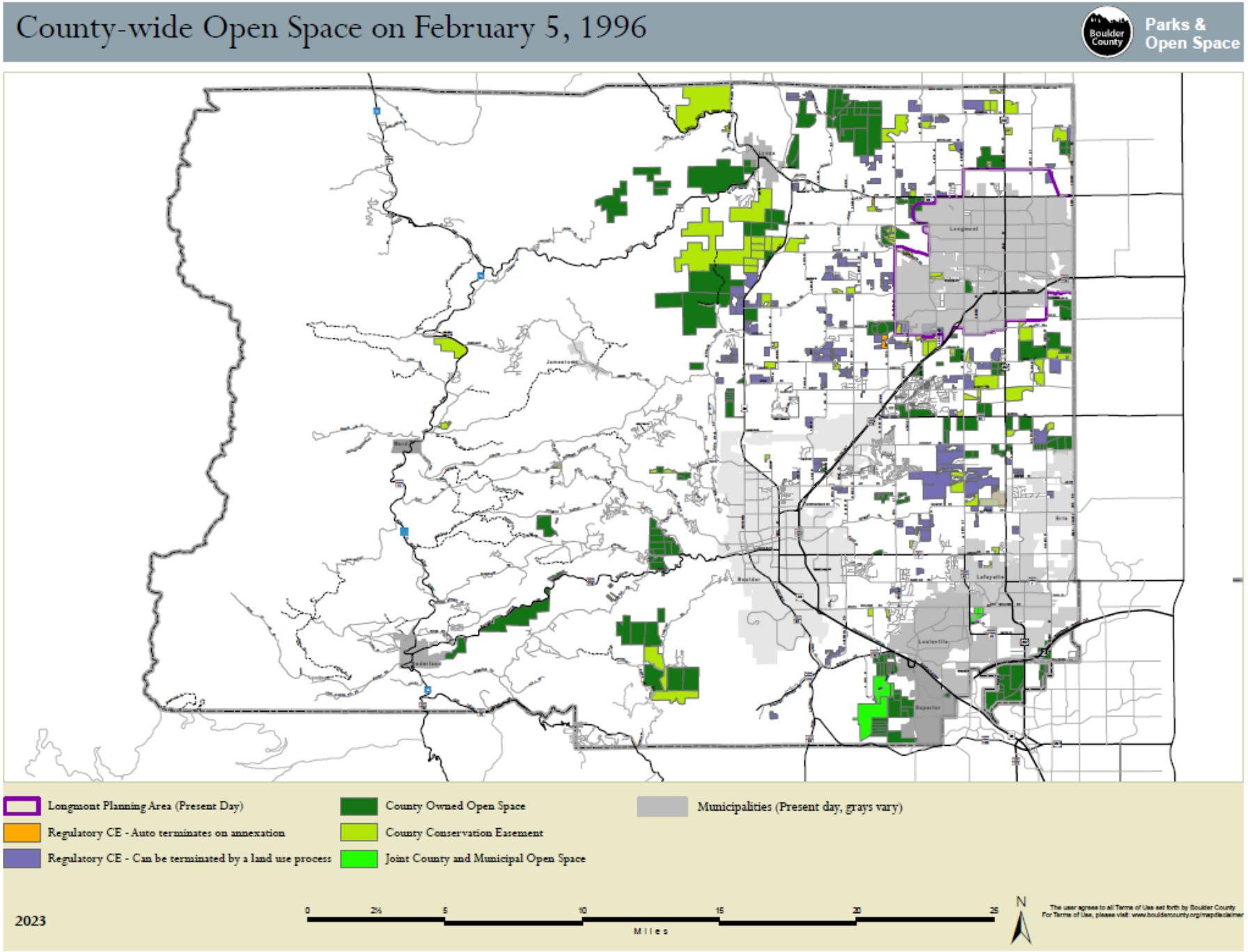
Boulder County has invested significantly in acquiring open space around Longmont in county-only deals and also in partnership with the City of Longmont. Since January 2020, Boulder County has invested $9,365,000 in acquiring four properties totaling 338 acres that Longmont asked the county to help acquire. These deals illustrate an active partnership between the county and Longmont, and staff are continuing to work together to further county and city open space acquisition goals. Land lying west and southwest of Longmont has a current average price of about $40,000/acre. If the 29-acre Kanemoto Estates conservation easement is terminated, Boulder County could use the $2,320,000 in proceeds to acquire about 58 acres of new open space. Although Parks & Open Space does not yet have a deal negotiated that would use the Kanemoto Estates funding, we anticipate being able to acquire additional open space near Longmont from willing sellers.

If anyone reading this memo would like more information about the county's conservation easement program, please feel free to contact one of us in the Real Estate Division at Parks & Open Space.

Janis Whisman
Real Estate Division Manager
303-678-6263
jwhisman@bouldercounty.gov

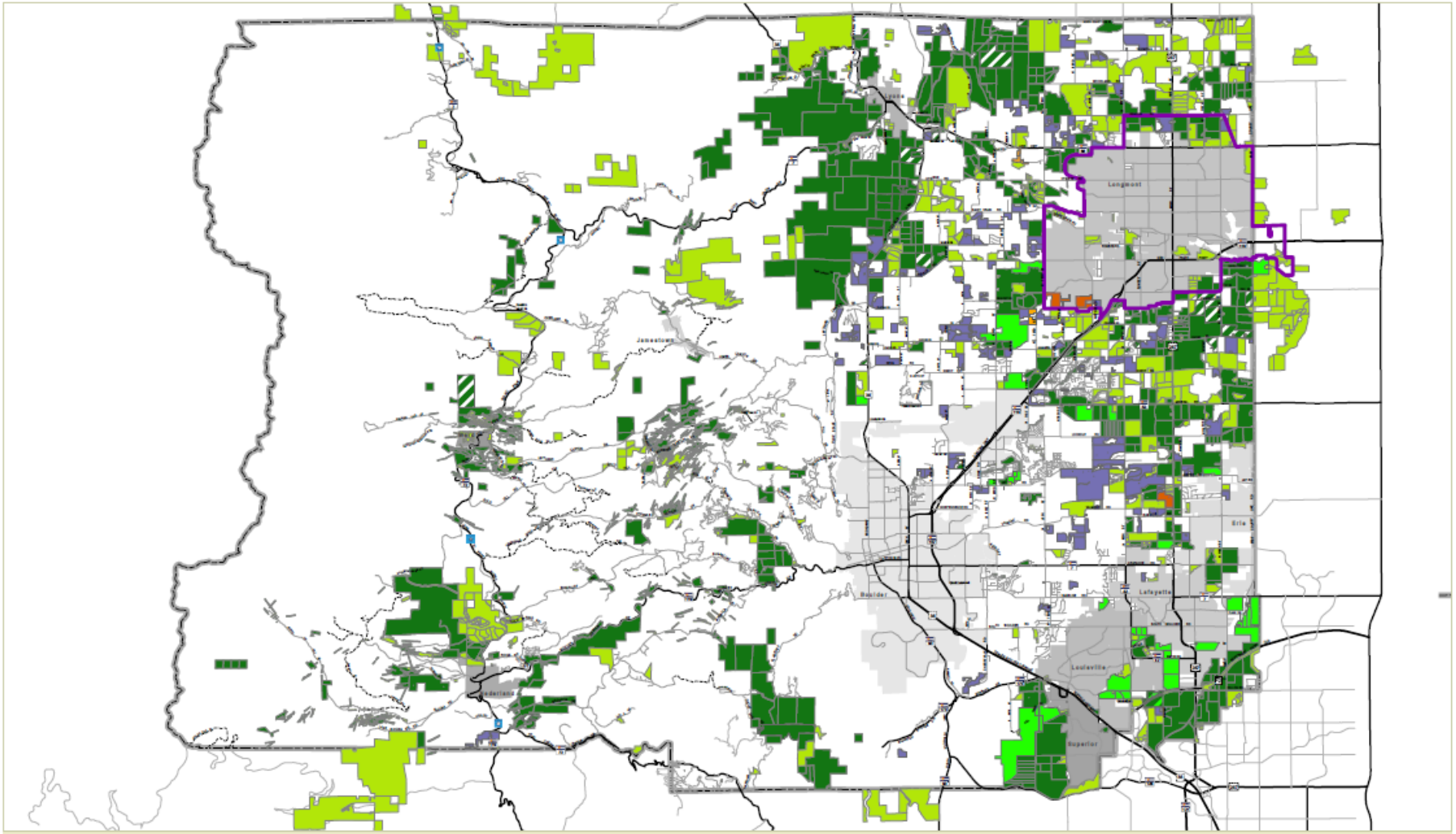
Liz Northrup
Conservation Easement Program Supervisor
303-678-6253
enorthrup@bouldercounty.gov

Attachment A to Memo



County-wide Regulatory Conservation Easement Status

Boulder County Parks & Open Space



Longmont Planning Area
Regulatory CE - Auto terminates on annexation (4 CEs)
Regulatory CE - Can be terminated by a land use process (166 CEs)
County Owned Open Space
County Conservation Easement
Joint County and Municipal Open Space
Terminated after land use process (5 CEs)
Acquired for Open Space (38 CEs)
Municipalities (grays vary)

2023

0 2½ 5 10 15 20 25
Miles

N

The user agrees to all Terms of Use set forth by Boulder County
For Terms of Use, please visit: www.bouldercounty.org/mapdisclaimer

EXHIBIT A

Attachment C to Memo

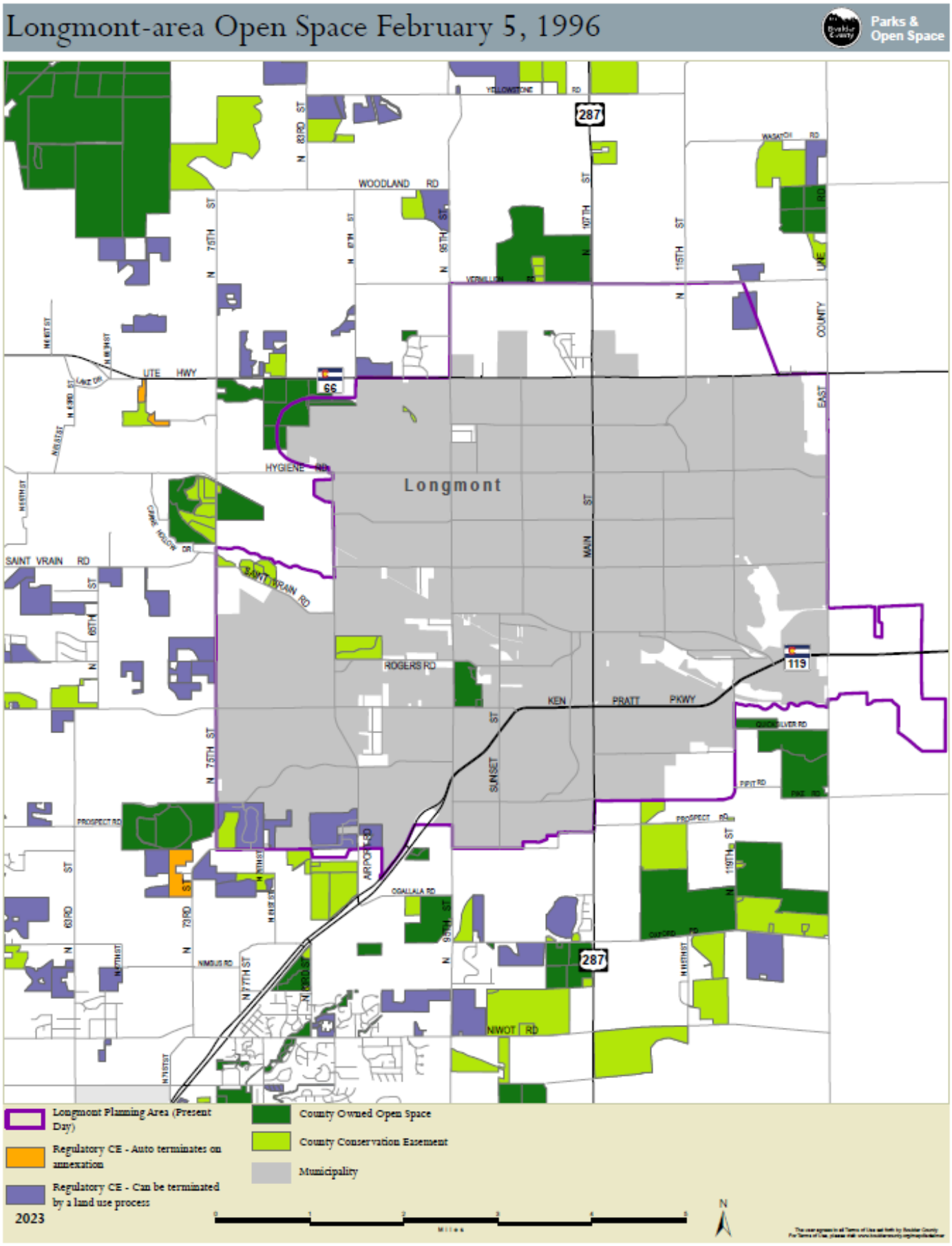
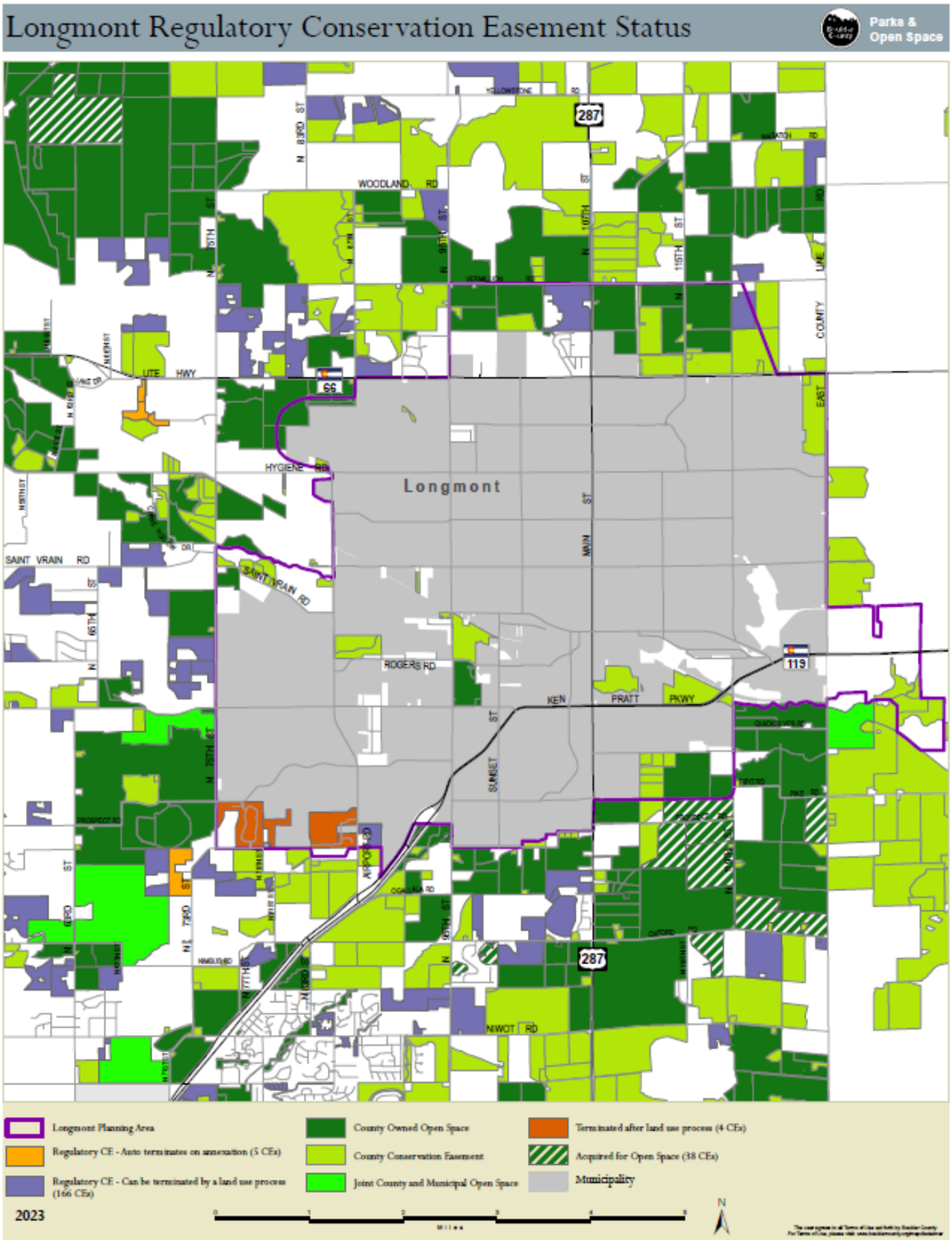
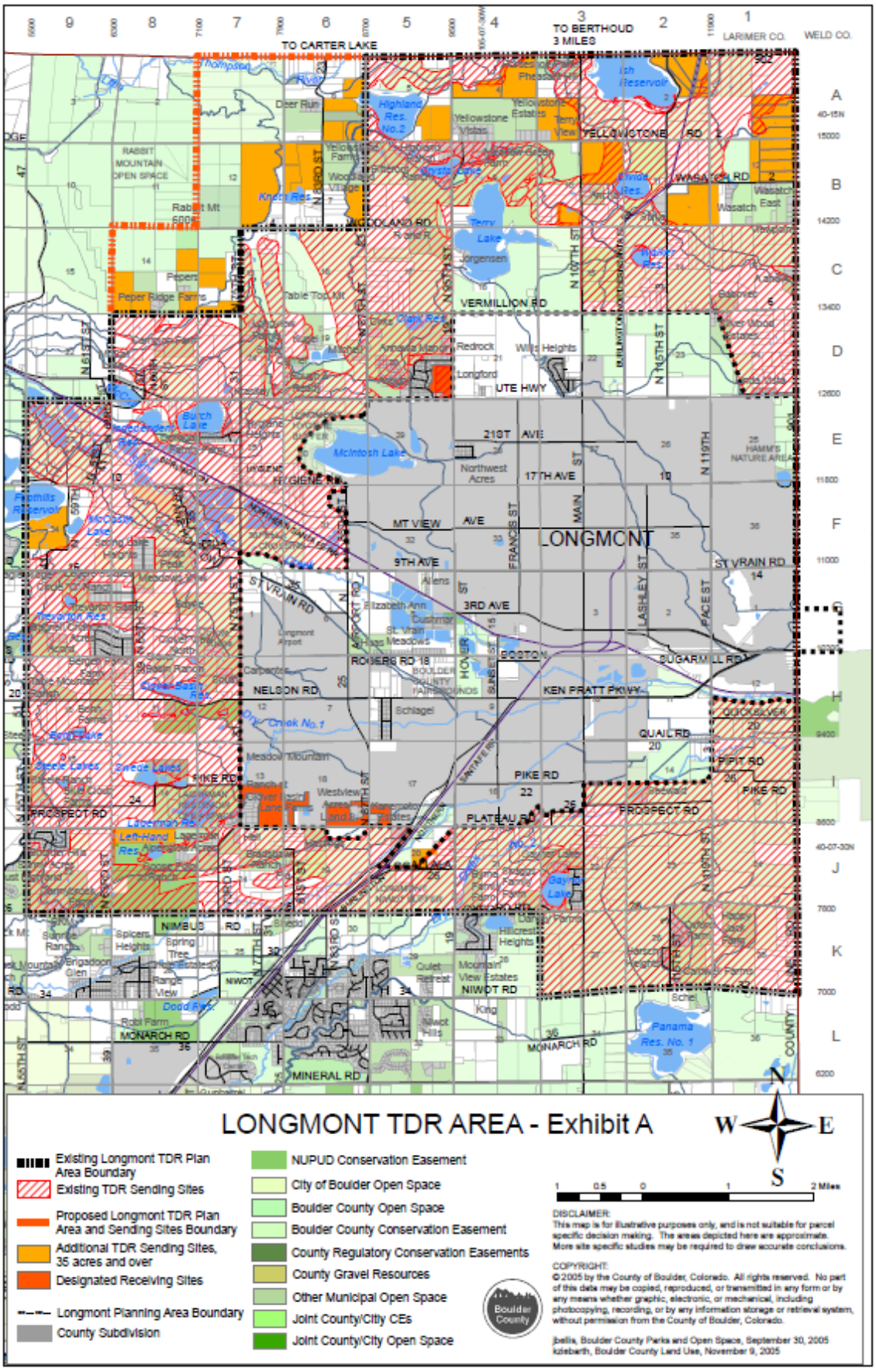


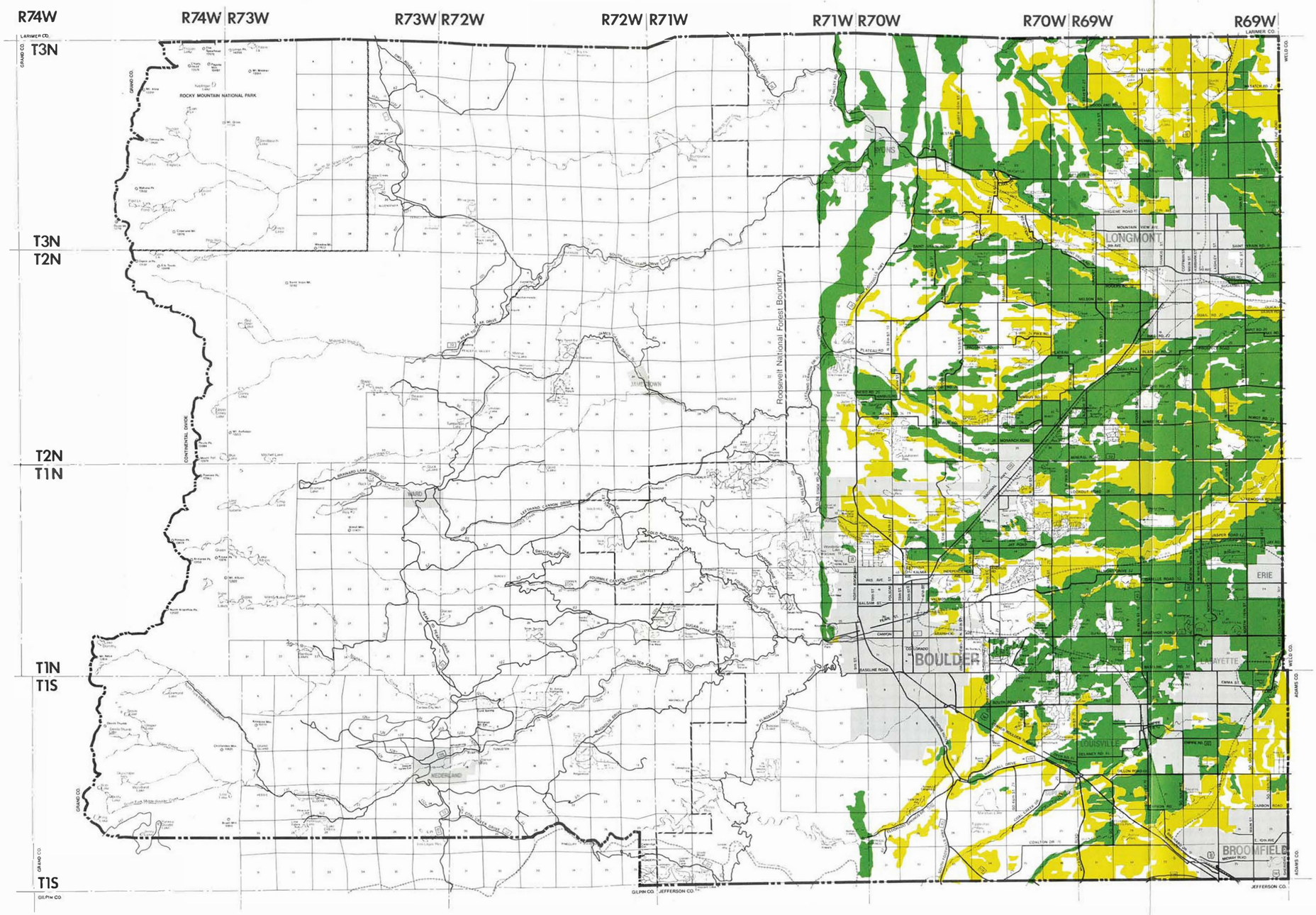
EXHIBIT A

Attachment D to Memo



Attachment E to Memo
(This Map is Exhibit A to the Longmont TDR Area IGA.)





Map 9
Significant Agricultural Lands
Environmental Resources
1978

Legend

Lands of Statewide Importance
Not to be confused with 24-65.1, CRS, 1973 (H.B. 1041, "Areas and Activities of State Interest") and the Colorado State Land Use Commission.

Lands of Local Importance

Notes

Approved—Planning Commission—March 22, 1978
Approved—County Commissioners—April 6, 1978

0 miles 1 2 3 4 5

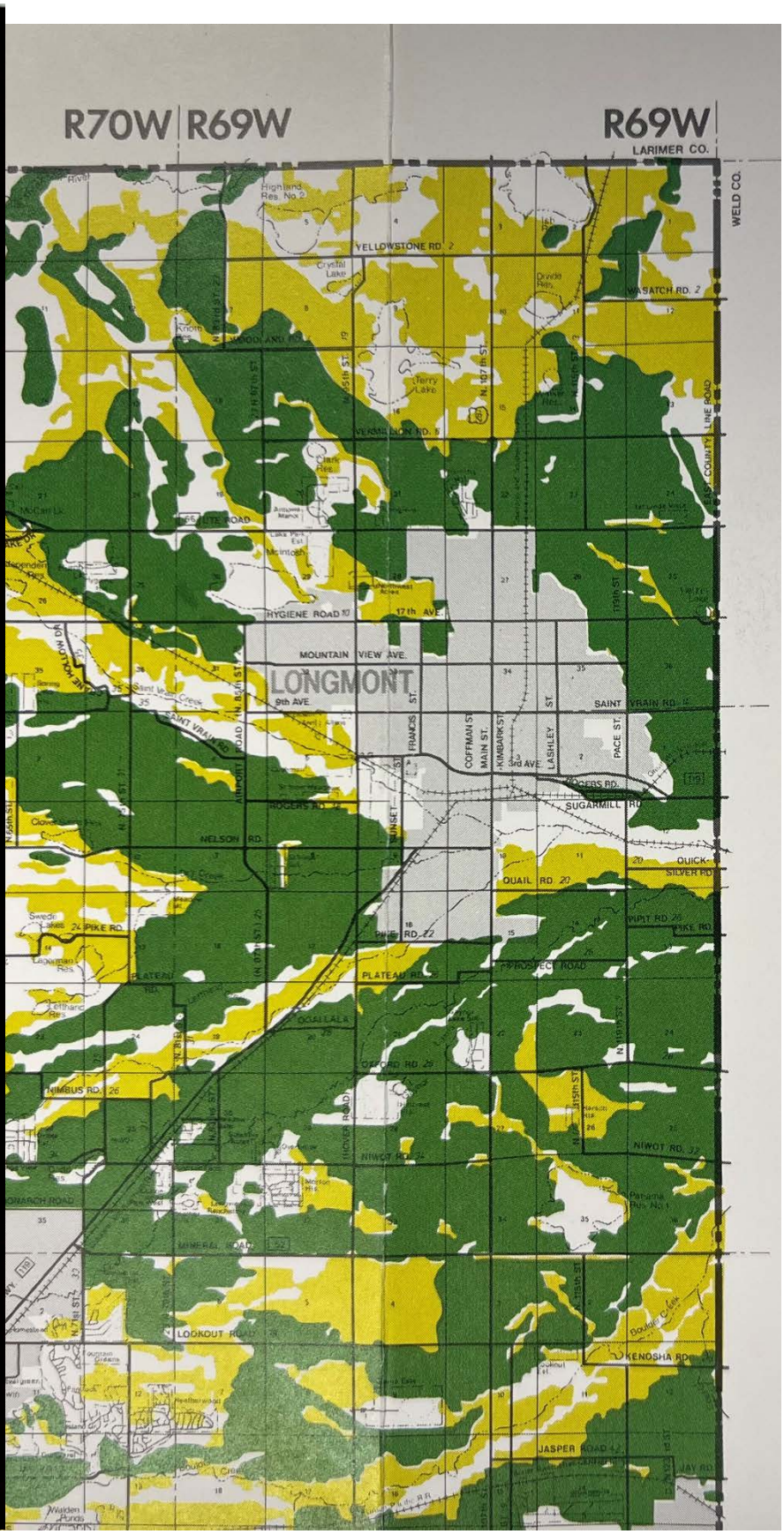
boulder county **COMPREHENSIVE PLAN MAP** north

Map 9
Significant Agricultural Lands

Map 9
Significant Agricultural Lands
Environmental Resources
1978

Map 9

Significant Agricultural Lands



Legend

Lands of Statewide Importance

Not to be confused with 24-65.1, CRS, 1973 (H.B. 1041, "Areas and Activities of State Interest") and the Colorado State Land Use Commission.

Lands of Local Importance

Notes

Approved—Planning Commission—March 22, 1978
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0 miles 1 2 3 4 5

boulder county

COMPREHENSIVE PLAN MAP

north

Six of the County's natural landmarks: Marshall Mesa, the Dodd Property, Valmont Butte, White Rocks, Hygiene Hogback and Sixmile Fold, were subjects of University of Colorado, Department of Geography studies and are publicly recognized natural areas. These areas were studied because they possess one or more unique characteristics, specifically geology, soils, vegetation, or historic significance. The natural beauty of the area and its potential for a study area or research site were also evaluated. As the six natural areas have demonstrated significance as unique places in Boulder County, they warrant preservation in their natural state and thus the natural ecology should be maintained and perpetuated. The Boulder County Parks and Open Space Department has recognized the importance of these natural areas in the County Open Space Plan and has assumed leadership in the preservation of these natural landmarks.

In addition to the designated natural areas, seven of Boulder County's natural landmarks are designated historic sites. Various Federal agencies (FS), the Colorado Historic Society (CHS), and the Boulder Historic Society (BHS) have identified these natural features as worthy of preservation due to their historic significance. The task of preservation and management of these historic natural landmarks should fall under the auspices of the designating agency, if possible.

The remaining "undesignated" natural landmarks do not warrant immediate preservation, yet need to be dealt with in such a manner as to maintain their integrity. It is recommended that if and when development proposals are received that may detrimentally impact a natural landmark, that the proposal be carefully evaluated in light of the potential degradation to the landmark itself or the scenic vista of which the landmark is a part.

IDENTIFICATION OF SIGNIFICANT AGRICULTURAL LAND [1]

One of the most critical land use planning issues in the United States today is the preservation of prime agricultural land. It is a very complex issue, as many variables such as biological, geographical, economic, and cultural factors are involved. The aim of this section will be to define and identify significant agricultural land in Boulder County. The mapping that results from this identification will be of major importance in directing future land use designations and the means of implementation.

Prime agricultural land is land upon which the best and most significant use is production of common food and fiber crops. This is the definition found in current literature dealing with agricultural land and its preservation. The adopted County Goal Statements concerning Design of the Region encourages the preservation of agricultural land uses. It is the policy of Boulder County to encourage the preservation and utilization of those lands identified in this Element as "lands of statewide importance, lands of local importance and other agricultural lands" for agricultural and other open or non-urban uses. The Boulder County Comprehensive Plan Land Use Map shall include such lands within the agricultural land use category.

[1] Not to be confused with 24-65.1, CRS, 1973 (H.B. 1041, "Areas and Activities of State Interest") and the Colorado State Land Use Commission.

Significant agricultural land will consist of two subparts: Agricultural Land of Statewide Importance and Agricultural Land of Local Importance. These classifications are based on an October 15, 1975, Federal Soil Conservation (SCS) memo that deals with the inventory of the nation's prime and unique farmlands. Detailed criteria are listed for such a nationwide project, with Boulder County's mapping to be complete sometime in 1978. State and local SCS offices are also given direction to inventory and map lands of Statewide and local importance. A group of SCS personnel, land use planners and interested persons are currently working on a system to use in the inventory of agricultural lands of statewide importance. It is anticipated that the scheme that is eventually adopted will be somewhat similar to the one described herein for Boulder County.

Agricultural land of statewide importance contains two categories, prime cropland and prime grazing land, which would have meant consideration of only those lands presently under irrigation. It was felt that a broader definition, to include non-irrigated uses was necessary. The category of grazing land was selected to fill this need, as a large part of the plains of Boulder County are used for this purpose.

Agricultural land of local importance contains three categories: irrigated, dry cropland and rangeland. The criteria utilized for these categories are not as complex as those used to identify lands of statewide importance. A more day-to-day management approach to the soil, as promoted by the SCS is used. Thus, the three main types of agriculture in the County serve as the categories for lands of local importance.

When the map of agricultural land of statewide importance is combined with the map of lands of local importance, Boulder County's significant agricultural lands are identified. It should be noted that this task is accomplished first by mapping lands of statewide importance and then adding to the map those locally important lands that are not lands of statewide importance. This composite map forms the basis for the previously mentioned policies and their implementation.

Agricultural Land of Statewide Importance: Prime Cropland. Prime cropland acreage in Boulder County, and the nation, has been on the decrease for some time. Cropland is a non-renewable resource which future generations will be unable to utilize if it is allowed to be consumed by developmental uses. Since the land currently in crop production is our most productive land, its possible conversion means that future generations will have a cropland base composed of marginal soils. Upgrading these lands will be expensive and it is questionable whether they will be able to replace, in a productive sense, the land currently supplying use with food and fiber crops.

With the United States being looked upon as a world food supplier and with concern being voiced regarding our ability to make advances in technology that will supply enough food to keep up with ever-growing demand, preserving prime cropland takes on an immediate significance.

In the past, the County Planning Department has considered prime agricultural land to be any soil that falls into the Soil Conservation Service (SCS) capability Classes I and II. According to the SCS, Class I soils have few limitations while Class II soils have moderate limitations that restrict their use for most types of farming.

This approach to defining prime agricultural land is questionable. The SCS system was not designed to be used in the identification of prime agricultural land. Instead, classifications are intended to measure the ability of the land to sustain cultivation (i.e., long-term permanent production). In other words, productive capacity is not measured; "... the quality of soil or land for biological production is not specifically addressed."[2]

This lack of specific attention to the question of productivity led to a brief review of the literature and the adoption of a scheme to define and designate prime cropland. This method of identification, an adaptation of Larimer County's method of identifying prime agricultural land, provides a more thorough evaluation of the parameters that make up the physical and biological aspects of the designation of prime cropland. It should be emphasized that this evaluation of prime cropland will be based solely on the inherent productive qualities of the land.

The method to be used to identify prime cropland is based on three related components.

1. SCS Capability Classes - As stated previously, this system measures the capability of land to sustain cultivation. This is an important consideration when evaluating a land parcel for crop production. According to the SCS, Class I-IV soils are suitable for irrigated agriculture, although Class III soils have severe limitations and Class IV soils have very severe limitations to their use.

Since Class I soils have few limitations to their use and Class II soils have moderate limitations, they are considered to be the key soils for irrigated crop production. Although Class III soils have severe limitations to their use, they are considered as criteria for prime cropland by the Longmont office of the SCS and Denver Regional Council of Governments (DRCOG). Thus, Class I, II and III soils are recognized as the criteria to assist in the designation of prime cropland.

2. Modified Storie Index - The Storie Index was developed for California (1933, revised 1959) and is used extensively in that state to aid in identifying prime agricultural land. It presents a relative measure of the productive potential of each individual soil type by evaluating the permanent physical properties of the various soil types.

Several factors had to be altered to fit conditions of Colorado's Front Range.[3] Nevertheless, the basic aim of the productivity index has remained the same: to provide a detailed quantitative evaluation of soils and hence productive potential and land quality.

Briefly, this modified Storie Productivity Index consists of four factors: Factor A = Character of Physical Profile; Factor B = Surface Texture; Factor C = Slope; Factor X = Other conditions not evaluated in A, B, or C. These factors are rated from 0-100 and expressed as percentages (i.e., 73 = 73%). The numerical ratings for each factor are multiplied together

[2] *Identification and Preservation of Prime Agricultural Land*, Rex Burns, CSU, Ft. Collins, Fall 1975.

[3] See [2](Ibid.) for a complete discussion of this point.

to get a final rating for each soil type. Soils rated above a certain percentage are then designated as prime. Appendix A details the original Storie Index rating scheme with the modified scheme to be found in Appendix B. This modified index is an adaptation of the Larimer County modified Storie Index and computed for Boulder County with the aid of Rex Burns. In Appendix C are found the calculations that were used to arrive at the values listed in Appendix D for the "Productivity Index."

It should be noted that Appendix D contains two columns for Productivity Index ratings, one "irrigated" and the other "dry." The "dry" column gives a rating that takes another factor, Y, into account. Factor Y is calculated for the entire area under study and is determined using the Thornwaite Moisture Index. It has no bearing on the initial calculations (Factor A x B x C x X) of the Storie Index. Appendix E contains a very brief discussion of this index, as well as the calculations for Boulder County's rating. When Factor Y is combined with other factors, dryland productivity can be assessed. Thus it is possible to assign a productivity rating to any given parcel of land, based on soil type and the nature of crops grown (dry or irrigated). This is particularly important in Colorado due to our dry climate and the agricultural water situation.

A soil that rates greater than 70, according to this index, is considered prime for the production of irrigated crops. The selection of 70 as the rating factor threshold was determined by a soil scientist to best represent the cutoff point between prime and marginally productive cropland, for Boulder County. It should be noted that the State of California has selected a Storie rating of 80, the difference in threshold levels being determined by the difference in geographic location.

3. Existing Land Use - Existing agricultural land use provides an indication as well as evidence of the ability of the land to support a given use. It is "... a means of gauging the extent of the agricultural resource and to some extent the relative productive capability of agricultural lands in terms of present agricultural land use."[4]

In July of 1975, Carrol Hamon, Laurel Vicklund and Dean Loukonen of the SCS (Longmont Office) conducted an agricultural land use field inventory of Boulder County. They classified agricultural land uses according to the County Planning Department's Land Use Classification System. Uses that were less than five acres were combined with the predominant surrounding use. The categories and attendant codes are:

910 - Intensive or Special Crop Production
920 - Irrigated Crop Production
921 - Non-Irrigated Crop Production
950 - Irrigated Pastures
951 - Non-Irrigated Pastures
960 - Rangeland

Since the County is making a determination of land prime for cropland, it is necessary to map land which is currently used as cropland. Intensive or special crop production and irrigated crop production, land use codes 910 and 920 respectively, represent these criteria. In addition, irrigated pasture, coded 950, will be considered as these lands have water associated with them and thus can be considered as potentially convertable to cropland.

[4] Ibid.

With prime cropland having been designated, it thus becomes necessary to map each component and overlay the maps to form a composite. Prime cropland will thus be mapped and will constitute those lands which meet all of the following component criteria: SCS Class I, II, or III; Modified Storie Productivity Index with a rating between 70 and 100; existing agricultural land use classified as 910, 920 or 950.

This system of defining and designating prime cropland has resulted in a composite map that delineates lands considered to be prime for crop production and could, through the formulation of basic policies, warrant preservation. In addition, soils that are mapped as having a Storie rating between 70 and 100 are soils where agriculture is considered to be a reasonable use of the land. This is an important factor to recognize when the Long Range Commission begins dealing with the implementation of the policies of the Comprehensive Plan.

Agricultural Land of Statewide Importance: Critical Grazing Land. Grazing is an important agricultural use of land in Boulder County. The County is located within one of the largest livestock producing vegatation zones in the United States. For instance, the 1974 U.S. Census of Agriculture lists the following statistics for Boulder County under value of products sold.

Livestock & livestock products	$9,501,000	48.6%
Crops (including nursery products and hay)	$6,563,000	35.5%
Poultry & poultry products	$3,498,000	17.9%
Forest products	$3,000	< .1%

Thus, marginal grassland that would not otherwise be utilized for agricultural pursuits is being converted into economically viable products that account for half of the County's agricultural sales.

The information presented herein is an attempt to identify and evaluate prime grazing land in the Piedmont and Foothills geotechnical provinces. The methodology is somewhat similar to that used to identify prime cropland. Potential productivity of each soil type is mapped and quantified, then translated into carrying capacity. Carrying capacity is a management term used to indicate the safe percentage of harvest allowable, that will maintain a sustained yield of the product being managed. For the purpose of this report, carrying capacity indicates the ability of a particular soil to produce a large amount of forage on a sustained yield basis. Carrying capacity is mapped and combined with existing land use to delineate where prime grazing land exists.

Methodology. The Soil Conservation Service (SCS) has done extensive work dealing with the identification of rangeland plant communitites in Colorado that can be applied to Boulder County's grazing lands. The State contains 13 Land Resource Areas (LRA); areas designated by the SCS based on "... similarities of soils, climate, and topography in relation to land use and management."[5] Each LRA is composed of numerous plant communities or range sites. A range site is a distinct rangeland type that differs from other types in its potential to produce native plants. Rangeland is defined as "... land on which the climax (natural potential) plant

[5] "Definition of Terms Used in this Inventory", list obtained from Harvey Sprock, SCS, Greeley Office, July 1976.

community is composed principally of grasses, grass-like plants, forbs and shrubs, valuable for grazing and in sufficient quantity to justify grazing use."[6]

Boulder County contains three of the aforementioned Land Resource Areas: Central High Plains (G67); Southern Rocky Mountain Foothills (E49); Southern Rocky Mountains (E48). The Central High Plains LRA corresponds to our Piedmont geotechnical province (Figure 3-A), the Southern Rocky Mountains Foothills to the Foothills province, and the Southern Rocky Mountains LRA to the Montane and Alpine provinces. At this time, rangeland in the Piedmont and Foothills provinces will be identified as the SCS mapping program does not cover the entire County; going no further west than the boundary of Roosevelt National Forest.

The soil survey mapping information is necessary to determine the location of range sites within the County's Land Resource Areas. This is because each soil type found in Boulder County correlates with at least one range site. These correlations were compiled by the Greeley office of the SCS and are listed in Table 3.2. The mapping of Boulder County soils by range site will be the beginning point for the identification of prime grazing land.

The method to be used to identify prime grazing land is based on two related components: carry capacity, and existing and historical agricultural land use. These components can be mapped and then composited to indicate those areas of prime grazing land. This mapping will be described after each of the components has been explained.

Carrying capacity. A detailed description exists for each range site that deals primarily with the physical characteristics of the site. One of these characteristics is total annual production, in pounds per acre of air dry forage, for favorable, unfavorable and median years. It is possible to take these figures and compute the number of acres of air dry forage one head of cattle (one animal unit, AU) will utilize during the course of one year. This information is listed in Table 3.3. The total annual production column figures are those for a median year and represent potential production obtained through sound management practices. The 45% of annual total column indicates the maximum amount, 45% of median year production, of forage that can safely be grazed and still insure that the rangeland will not be irretrievably damaged. The numbers in the Acres/AU/Year column can be listed in increasing order of acreage and grouped together into four categories of fairly comparable acreage. These four categories are an indication of the carrying capacity of the different soil types, based on the number of acres needed per AU year under sustained yield management. Carrying capacity is either high, good, moderate or poor. Table 3.4 lists Boulder County's range sites and concurrent soil types that fall under these four categories. Categories which require less than 25 acres per AU year are considered to be those soils key for rangeland. Soils whose carrying capacity is "high" or "good" are the criteria to assist in the designation of prime grazing land.

[6] Ibid.

FIGURE 3-A SCS LAND RESOURCE AREA

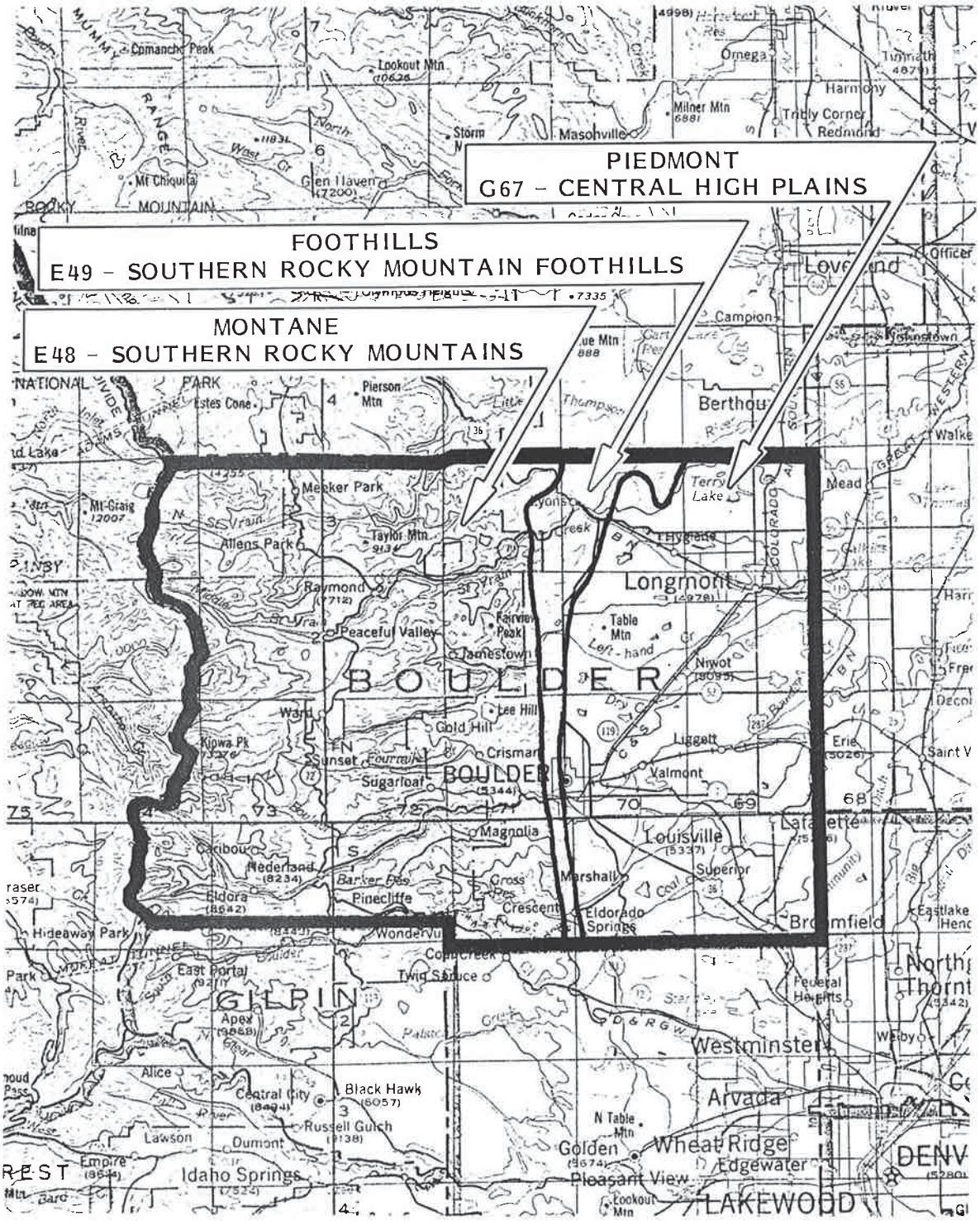


TABLE 3.2 BOULDER COUNTY SOIL - RANGE CORRELATION

Soil Type	Range Site (By Land Resource Area) E48	E49	G67
AcA Ascalon sandy loam, 0-1%			
AcB Ascalon sandy loam, 1-3%			
AcC Ascalon sandy loam, 3-5%			
AcD Ascalon sandy loam, 5-9%			
AoB Ascalon-Otero complex, 0-3%			
AoC Ascalon-Otero complex, 3-5%			
AoD Ascalon-Otero complex, 5-9%			
AoE Ascalon-Otero complex, 9-20%		Sandy Foothill Shallow Foothill	Sandy Plains
BaF Baller stony sandy loam			
CaA Calkins sandy loam, 0-1%			
CaB Calkins sandy loam, 1-3%		Wet Meadow	Wet Meadow
CoB Colby silty clay loam, 1-3%			
CoC Colby silty clay loam, 3-5%			
CoD Colby silty clay loam, 5-9%			Loamy Plains
CsB Colby silty clay loam, wet, 0-3%			Salty Meadow
Ct Colby-Gaynor association			Loamy & Clayey Plains
CU Colluvial land		Rocky & Loamy Foothill	
FcF Fern-Cliff-Allens Park-Rock outcrop complex	Woodland		
GaB Gaynor silty clay loam, 1-3%			
GaD Gaynor silty clay loam, 3-9%			Clayey Plains
GrF Goldvale-Rock outcrop complex	Woodland		
HaB Hargreave fine sandy loam, 1-3%			
HaD Hargreave fine sandy loam, 3-9%			Loamy Plains
HeB Heldt clay, 0-3%			
HeC Heldt clay, 3-5%		Clayey Foothill	Clayey Plains
JrF Juget-Rock outcrop complex	Woodland		
KuD Kutch clay loam		Clayey Foothill	Clayey Plains
LaE Laporte very fine sandy loam		Shallow Foothill	
LoB Longmont clay			Salt Meadow
Lv Loveland soils			Wet Meadow
Ma Manmade land	No natural plant community		
MdA Manter sandy loam, 0-1%			
MdB Manter sandy loam, 1-3%			
MdD Manter sandy loam, 3-9%		Sandy Foothill	Sandy Plains
Me Manvel loam		Loamy Foothill	Loamy Plains
Mm McClave clay loam			Loamy Plains
NdD Nederland very cobbly sandy loam		Cobbly Foothill	
Nh Niwot soils		Wet Meadow	
NnA Nunn sandy clay loam, 0-1%			
NnB Nunn sandy clay loam, 1-3%		Loamy Foothill	Loamy Plains
NuA Nunn clay loam, 0-1%			
NuB Nunn clay loam, 1-3%			
NuC Nunn clay loam, 3-5%			
NuD Nunn clay loam, 5-9%		Clayey Foothill	Clayey Plains
Nv Nunn-Kim complex			Loamy Plains
PgE Peyton-Juget very gravelly, loamy sands	Loamy Park - Woodland		
PrF Pinata-Rock outcrop complex	Woodland		
ReD Renohill loam		Loamy Foothill	Loamy Plains
RnB Renohill silty clay loam, 1-3%			
RnD Renohill silty clay loam, 3-9%		Clayey Foothill	Clayey Plains
Ro Rock outcrop	Not classified as rangeland		
SaD Samsil clay			
SeE Samsil - Shingle complex		Shaley Foothill	Shaley Plains
SgE Shingle-Gaynor complex		Shaley Foothill Rocky Foothill	Shaley Plains
SmF Sixmile stony loam		Cobbly Foothill	
Te Terrace escarpments			
VaB Valmont clay loam, 1-3%			
VaC Valmont clay loam, 3-5%			
VcC Valmont cobbly clay loam, 1-5%		Cobbly Foothill	
VcE Valmont cobbly clay loam, 5-25%			
WdB Weld loamy sand			Sandy Plains
WeB Weld fine loamy sand			
W1A Weld loam, 0-1%			
W1B Weld loam, 1-3%		Loamy Foothill	Loamy Plains
WoB Weld-Colby complex, 0-3%			
WoC Weld-Colby complex, 3-5%			

TABLE 3.3 ANNUAL PRODUCTION BY RANGE SITE

Land Resource Area	Range Site	Total Annual Production Lb/Acre/Yr	45% of Annual[a] Total Lb/Acre/Yr	Acres/AU/Yr[b]	Acres/300 AU[c] Facility
PIEDMONT	Wet Meadow	3500	1575	7.62	2285
	Salt Meadow	2500	1125	10.67	3200
	Sandy Plains	1600	720	16.67	5000
	Loamy Plains	1000	450	26.67	8000
	Clayey Plains	900	405	29.63	8890
	Shaley Plains	550	248	48.39	14,515
FOOTHILLS	Wet Meadow	3500	1575	7.62	2285
	Cobbly Foothill	2000	900	13.33	4000
	Sandy Foothill	1300	585	20.51	6155
	Rocky Foothill	1250	563	21.31	6395
	Loamy Foothill	1200	540	22.22	6665
	Clayey Foothill	900	405	29.63	8890
	Shallow Foothill	400	180	66.67	20,000
	Shaley Foothill	400	180	66.67	20,000

a. Percent grazable, using sound range management practices.
b. One head of cattle (1 animal unit, AU) will utilize (eat and trample) 1000 lb./month, or 12,000 lb. of air dry forage a year.
c. 300 cattle is the number of cattle necessary to assume a break-even operation. This figure is rounded to 5 or 10.

TABLE 3.4 CARRYING CAPACITY CORRELATION BY RANGE SITE AND SOIL TYPE

Carrying Capacity	Range Site	Soil Type LRA - E49	LRA - G67
High	Wet Meadow Salt Meadow Cobbly Foothill	CaA, CaB, CsB, LoB, Lv	CaA, CaB, NdD, Nh, Te, VaB, VaC, VcC, VcE
	Sandy Plains Sandy Foothill Cobbly Foothill Rocky Foothill Loamy Foothill	AcA, AcB, AcC, AcD, AoB, AoC, AoD, AoE, MdA, MdB, MdD, WdB	AcA, AcB, AcC, AcD, AoB, AoC, AoD, AoE, Cu, MdA, MdB, MdD, Me, NnA, NnB, ReD, SmF, WeB, W1A, W1B
Moderate	Loamy Plains Clayey Plains Clayey Foothill	CoB, CoC, CoD, GaB, GaD, HaB, HaD, HeB, HeC, KuD, Me, Mm, NnA, NnB, NuA, NuB, NuC, NuD, Nv, ReD, RnB, RnD, WeB, WoB, WoC	HeB, HeC, KuD, NuA, NuB, NuC, NuD, RnB, RnD
Poor	Shaley Plains Shallow Foothill Shaley Foothill	SaD, SeE, SgE	BaF, LaE, SaD, SeE, SgE

Existing Land Use. The Longmont office of the SCS, in July 1975, conducted an agricultural land use inventory of Boulder County. Uses of less than five acres were combined with the predominant surrounding use and classified according to the County Planning Department's Land Use Classification System. The land use categories and attendant codes are: 910 - Intensive or Special Crop Production; 920 - Irrigated Crop Production; 921 - Non-Irrigated Crop Production; 950 - Irrigated Pastures; 951 - Non-Irrigated Pastures; 960 - Rangeland.

In making a determination of prime grazing land, it is necessary to map land, which is currently and has been historically, used as range or dry pasture. In addition, land which is in dry crop production will be considered since it could be converted to grazing land but not to irrigated cropland. Thus, agricultural land uses coded 960, 951, and 921 respectively, represent one of the criteria to be used in delineating prime grazing land.

With prime grazing land having been designated, it thus becomes necessary to map each componenet and overlay the maps to form a composite. Prime grazing land will thus be mapped and will constitute those lands which meet both of the following componenet criteria: carrying capacity - high or good; existing and historical agricultural land use - 921, 951, or 960.

This system of defining and designating prime grazing land has resulted in a composite map that delineates lands considered to be those lands most highly suitable for grazing. These lands could, through the formulation of basic policies, warrant preservation.[7]

Preservation of this prime grazing land, hopefully through the utilization of County Parks and Open Space Department programs, will leave open for the future the option of continued agricultural use of this land. Lands where the soil types do not indicate a high potential carrying capacity, but that have historically been used as range could also be dealt with by the Parks and Open Space Department. Since the overlap between high carrying capacity and land use is not great, it is assumed that economic pressure has caused land not ideally suited for grazing, to be used for grazing. The Parks and Open Space Department could offer assistance to owners of these lands to insure the maintenance and possible improvement of the quantity and quality of vegetation. Thus, Boulder County's agricultural economy would be aided and the maintenance of a viable ecosystem that contributes to the County's ecological diversity, would be accomplished.

[7] It should be noted though, that prime grazing land that exists along major water courses does not warrant preservation as grazing land. These riparian ecosystems are valuable wildlife habitats and warrant preservation as such. Grazing often plays a major role in the degradation of these ecosystems.

Agricultural Land of Local Importance. Identification of agricultural land of local importance is based on criteria devised by the Longmont office of the SCS and the Boulder County Extension Office. These lands are lands which, based on their current and historic land use and their inherent soil properties are the County's most important agricultural lands. Based on the SCS and Extension's work with farmers over the years, the irrigated cropland, dry cropland and rangeland that are identified are those agricultural lands of key importance to our local agricultural economy.

Irrigated Cropland. Existing agricultural land use classified as 910, 920 or 950; and, SCS Class I, II or III.

Dry Cropland. Existing agricultural land use classified as 950, and, SCS Class IV, irrigated; or, existing agricultural land use classified as 921 or 951, and, SCS Class I, II, or III or Class IV, dry.

Rangeland. Existing agricultural land use classified as 960; and, SCS Class V or VI.

AIR QUALITY

It is essential that air quality be addressed as a part of the *Boulder County Comprehensive Plan*. Our atmosphere is not unlimited, it needs conserving just as do water and land. Keeping the air as free from pollutants as is possible, is the goal of air conservation. To achieve this goal it is key that we attempt to lessen what polluting we do to a minimum. The most effective strategies used to control and lessen air pollutants are ones that deal with the source of these air pollutants. Pollution control is generally easiest and most effective if done at the polluting source.

The Boulder City-County Health Department , Colorado Department of Health and Environmental Protection Agency (EPA) have monitored particulates, sulfur oxides, carbon monoxide, nitrogen oxides and hydrocarbons at various times and at varying locations throughout the County. The majority of past monitoring has taken place within and adjacent to Boulder and in Longmont, while more recently data has been taken at Broomfield. The Health Department maintains permanent monitoring stations in both Boulder and Longmont. From these monitoring efforts, data has been obtained that indicates the following:[8]

* Six years of particulate sampling in Boulder and Longmont - Boulder has been out of compliance with the State 70 microgram density limit for two years; Longmont has exceeded standards for six years.
* Twenty-nine months of ozone monitoring at 30th and Marine in Boulder - 79% of all months have one or more violating days which exceed 80 p.p.b. Federal thresholds.
* Seven months of carbon monoxide data has been compiled near 30th and Marine also, which demonstrates violations of the Federal C.O. 8 hour standard on one out of eight winter days.

Since, according to the Health Department Division of Environmental Health, vehicular emissions are responsible for Boulder County's documented airborne health hazards, it is necessary to manage these moving

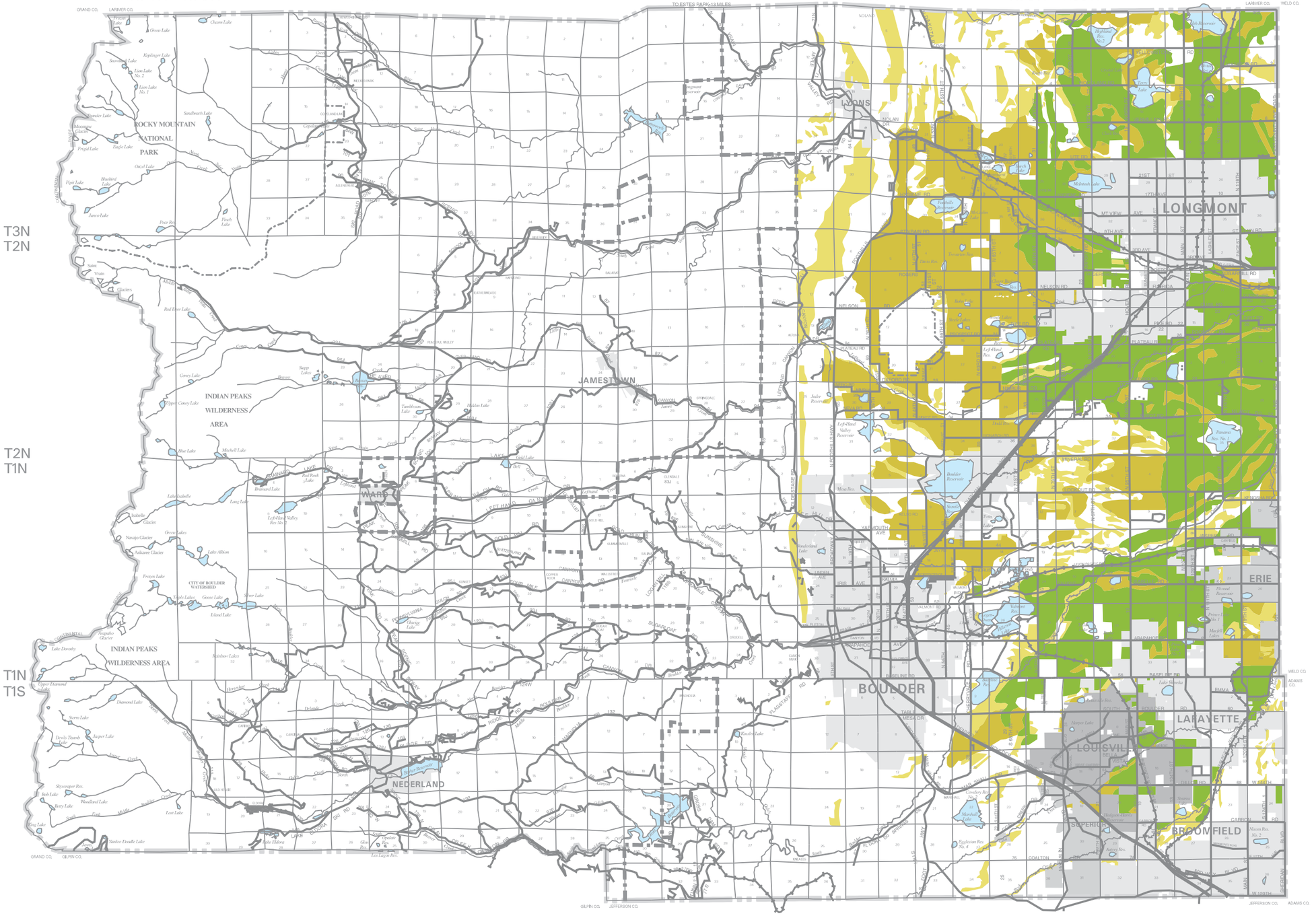
[8] Memo dated June 9, 1976 from Tom LeMire, Boulder City-County Health Department to Bill Trimm.

EXHIBIT C

Significant Agricultural Lands
Environmental Resources

R74W R73W R73W R72W R72W R71W R71W R70W R70W R69W

T3N
T2N
T2N
T1N
T1N
T1S



Legend

- Lands of National Importance
- Lands of Statewide Importance
- Lands of Local Importance
- Incorporated Areas *(As of June 9, 1998)*

Notes

Map scale and reproduction method limit precision in physical features and boundary locations.
PRINTED - JULY 1, 1998

Adopted - Planning Commission - July 16, 1997

Approved - County Commissioners - August 14, 1997

0 MILES 1 2 3 4 5

Boulder County

COMPREHENSIVE PLAN MAP

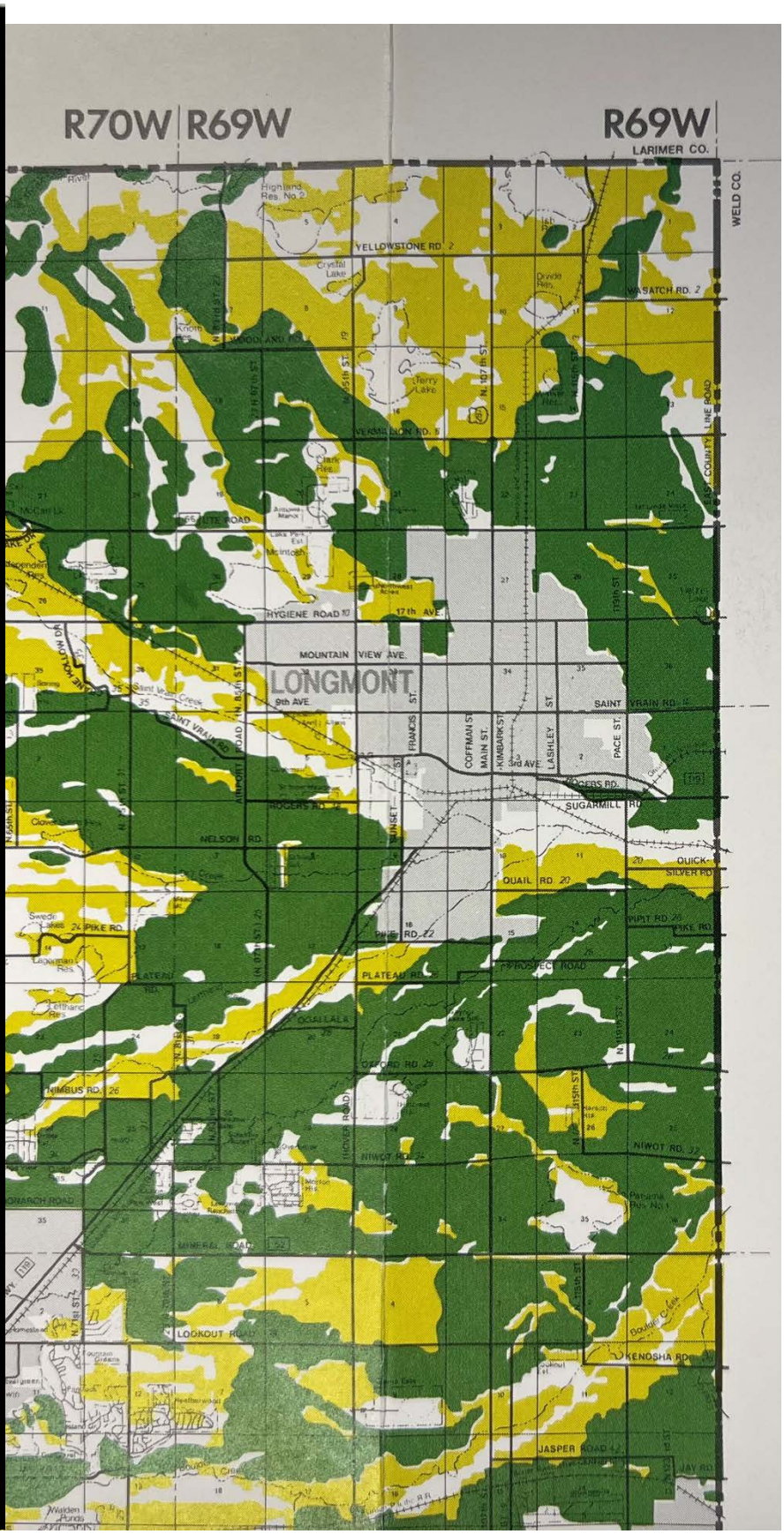
North

Significant Agricultural Lands

Map 9
Significant Agricultural Lands
Environmental Resources
1978

Map 9

Significant Agricultural Lands



Legend

Lands of Statewide Importance

Not to be confused with 24-65.1, CRS, 1973 (H.B. 1041, "Areas and Activities of State Interest") and the Colorado State Land Use Commission.

Lands of Local Importance

Notes

Approved—Planning Commission—March 22, 1978
Approved—County Commissioners—April 6, 1978

0 miles 1 2 3 4 5

boulder county

COMPREHENSIVE PLAN MAP

north

EXHIBIT D

Community Planning & Permitting

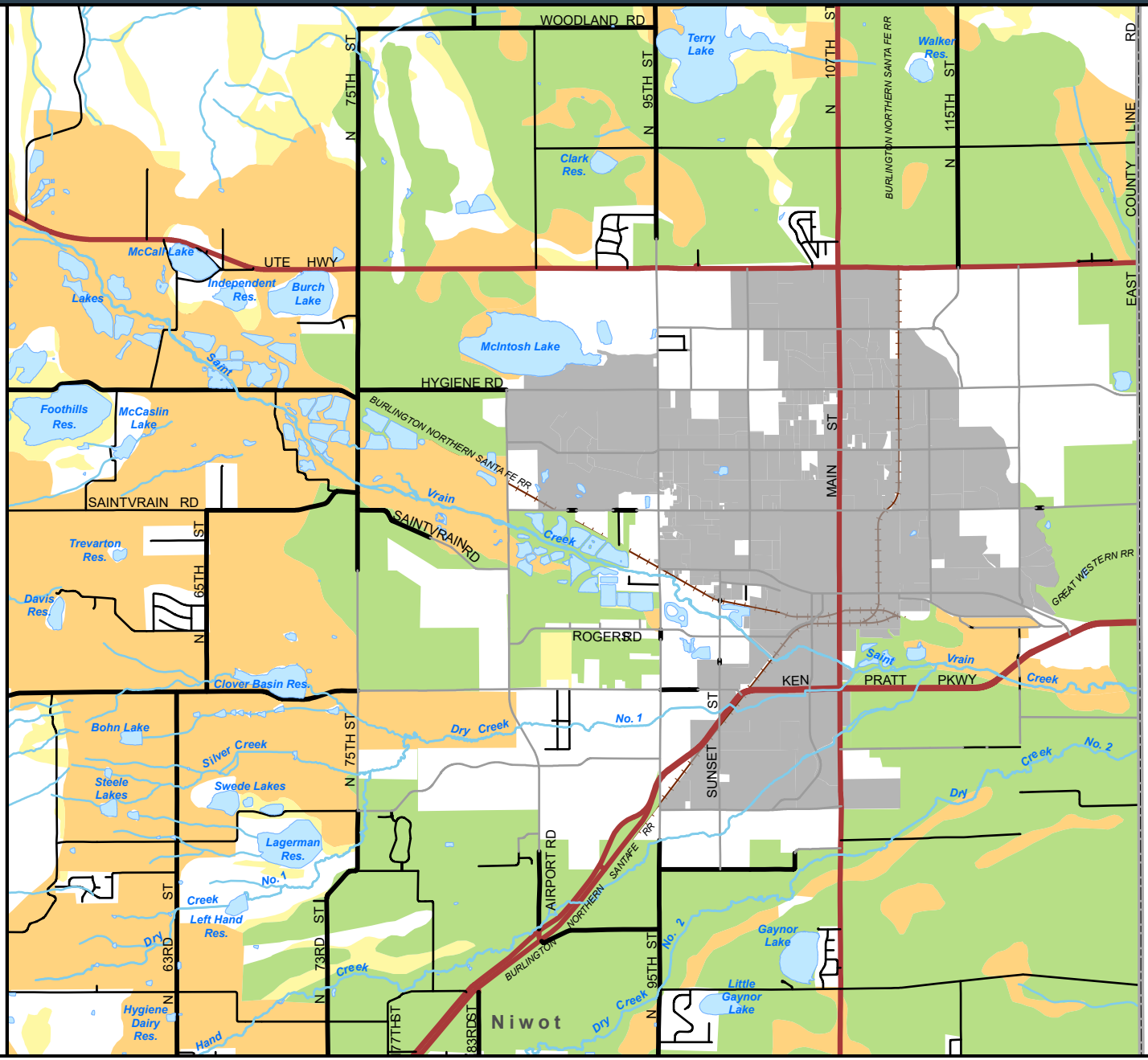
2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

Longmont - 1978

Significant Agricultural Land

- National Importance
- Statewide Importance
- Local Importance

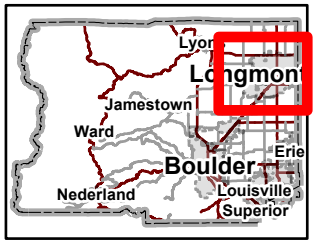
Note: White areas between the 1978 municipal boundary and the identified agricultural lands are areas of incorporated Longmont at the time of the development of the 1997 Significant Agricultural Lands Map



0 0.55 1.1 Miles

North

Area of Detail Date: 8/2/2023



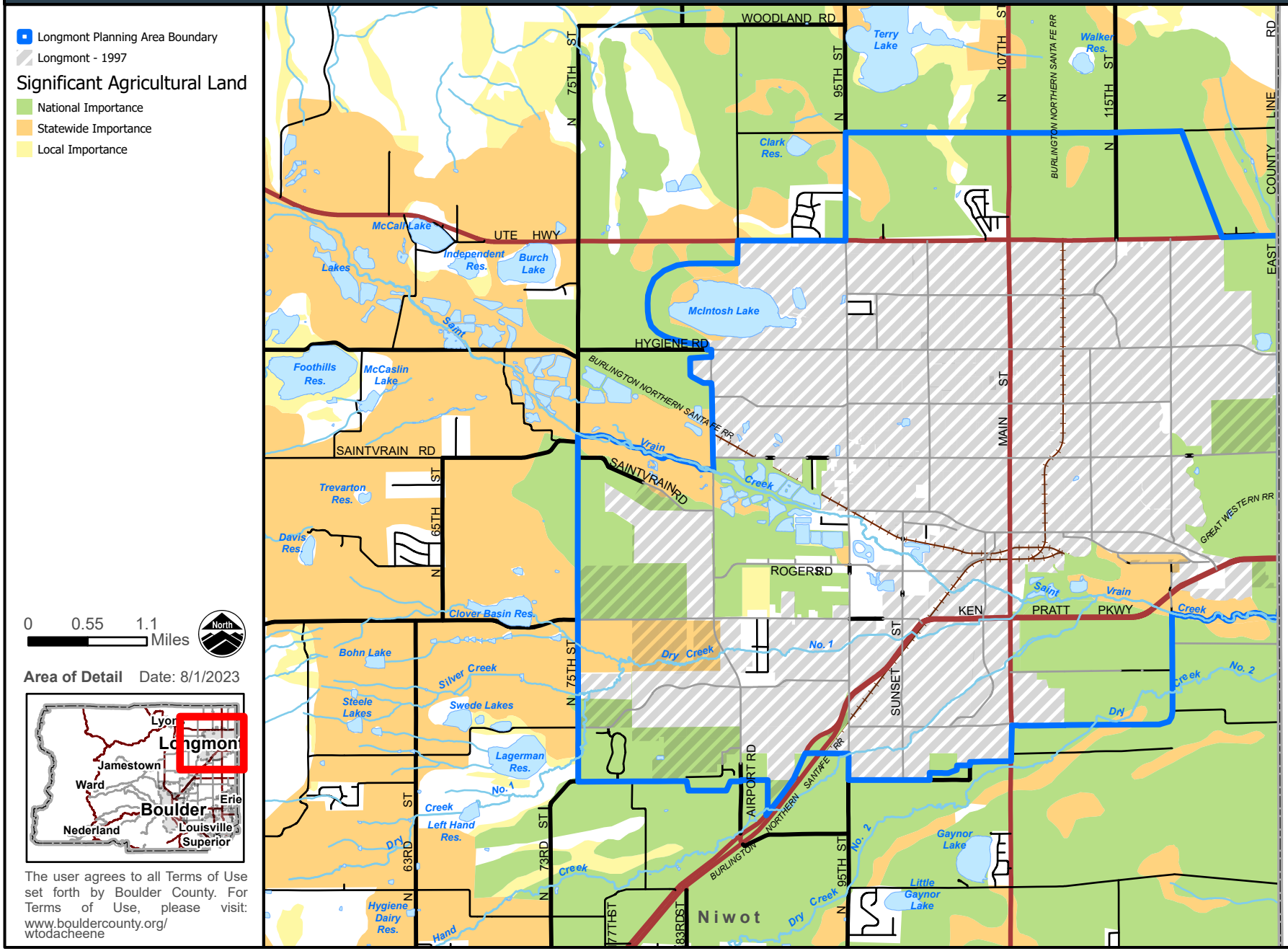
The user agrees to all Terms of Use set forth by Boulder County. For Terms of Use, please visit: www.bouldercounty.org/wtodacheene

D2

EXHIBIT D

Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

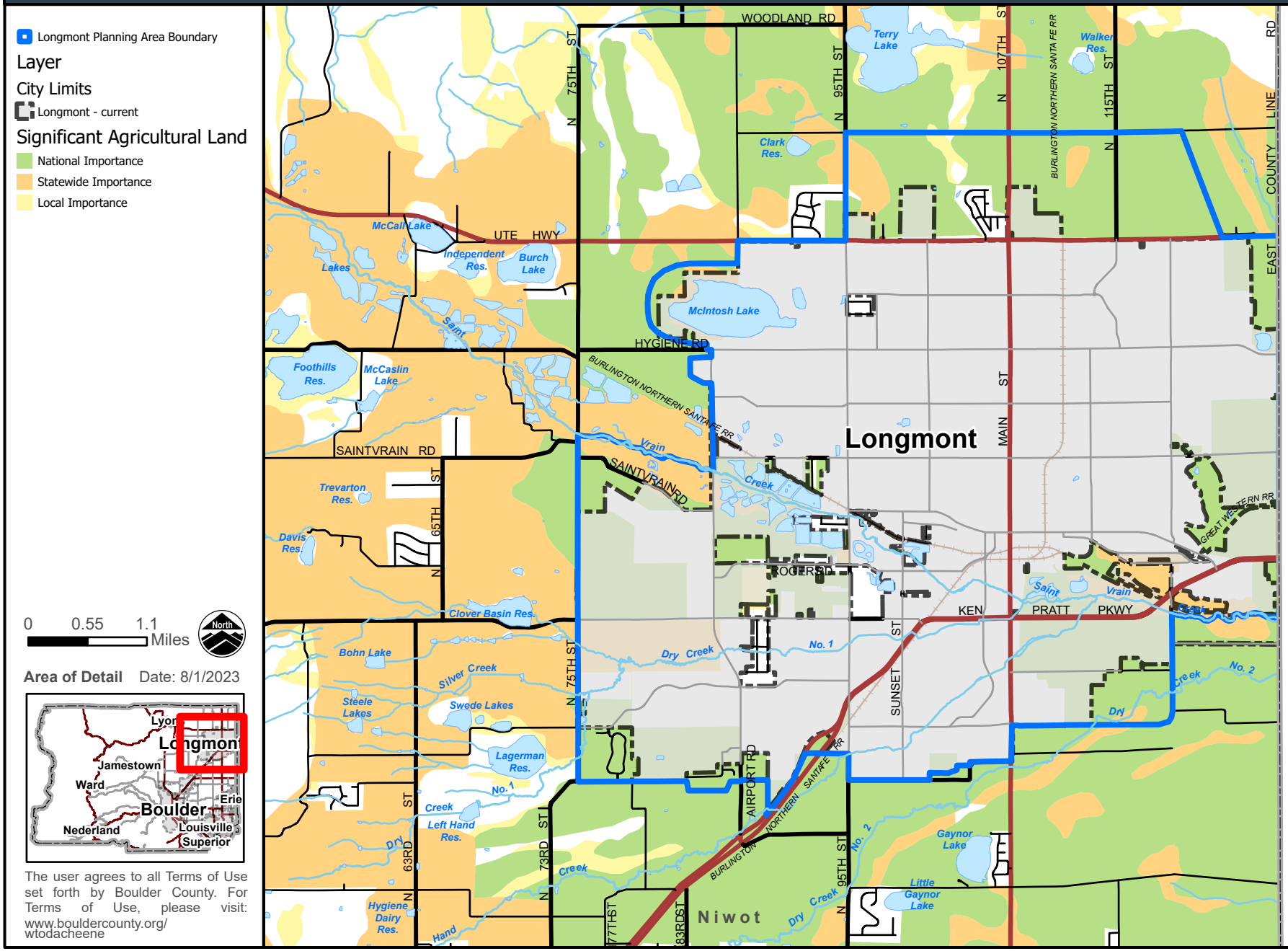


D3

EXHIBIT D

Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

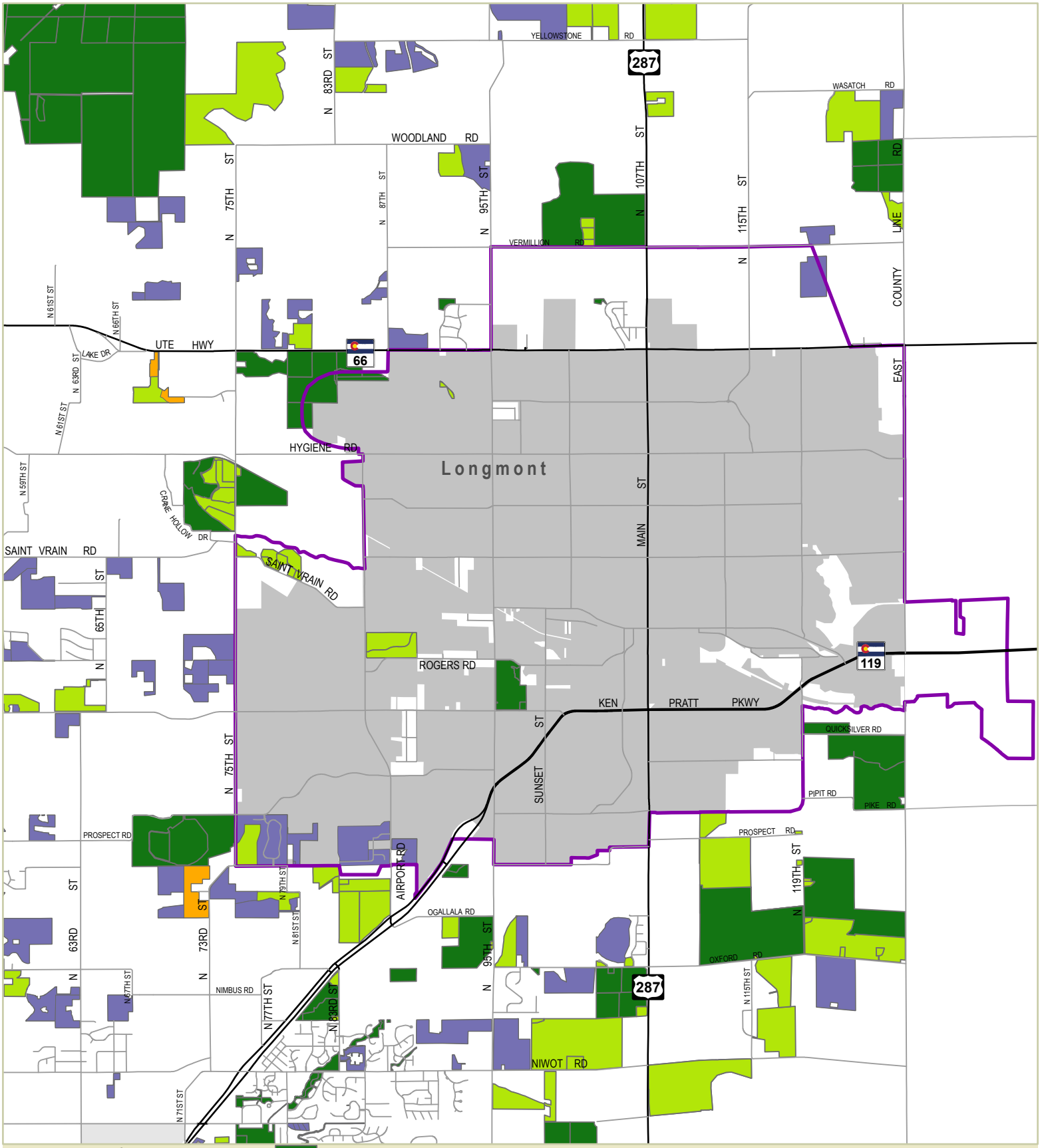


D4

Longmont-area Open Space February 5, 1996

EXHIBIT E

Boulder County Parks & Open Space



Longmont Planning Area (Present Day)

Regulatory CE - Auto terminates on annexation

Regulatory CE - Can be terminated by a land use process

County Owned Open Space

County Conservation Easement

Municipality

2023

0 1 2 3 4 5

Miles

N

E1

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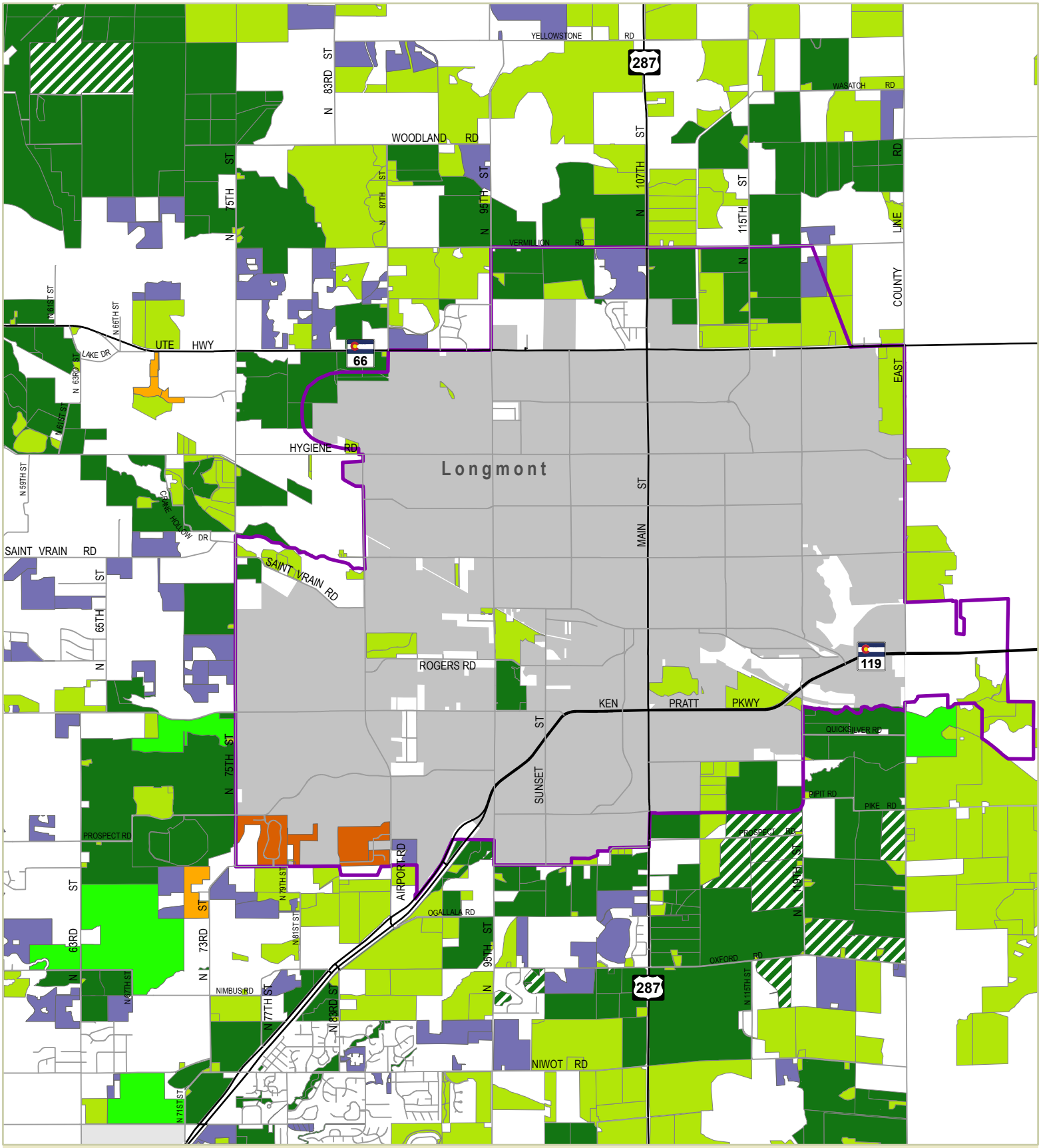
Longmont Regulatory Conservation Easement Status EXHIBIT E

Boulder County Parks & Open Space



Longmont Planning Area

Regulatory CE - Auto terminates on annexation (5 CEs)

Regulatory CE - Can be terminated by a land use process (166 CEs)

County Owned Open Space

County Conservation Easement

Joint County and Municipal Open Space

Terminated after land use process (4 CEs)

Acquired for Open Space (38 CEs)

Municipality

2023

0 1 2 3 4 5

Miles

N

E2

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INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF LONGMONT AND

COUNTY OF BOULDER

CONCERNING TRANSFERRED DEVELOPMENT RIGHTS

EFFECTIVE: FEBRUARY 5, 1996

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT AND COUNTY OF BOULDER CONCERNING TRANSFERRED DEVELOPMENT RIGHTS

RECITALS 1

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2 Controlling Regulations 3

3 TDR Sending Sites 4

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9.6 Compliance with Ordinances and Regulations 8

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9.8 No Third Party Beneficiaries 8

9.9 Integrated Agreement and Amendments 8

9.10 Financial Obligations 8

9.11 Waiver 8

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT AND COUNTY OF BOULDER CONCERNING TRANSFERRED DEVELOPMENT RIGHTS

THIS AGREEMENT is entered into by and between the City of Longmont (City), a municipal corporation, and the County of Boulder (Boulder County), a body politic and corporate of the State of Colorado, to be effective as of the 5th day of February, 1996, (Effective Date).

RECITALS

A. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to C.R.S. § 29-20-105, for the purpose of planning or regulating the development of land; and

B. Section 29-1-201, et seq, C.R.S., as amended, authorizes the City and Boulder County to cooperate and contract with one another with respect to functions lawfully authorized to each other, and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2); and

C. Pursuant to C.R.S. § 31-23-202, and Article XX of the Colorado Constitution, the City Council of the City of Longmont has adopted the Longmont Area Comprehensive Plan, which provides goals and policies to plan for the orderly growth of the City of Longmont; and

D. By identifying sending and receiving sites for transferred development rights, the City and Boulder County are cooperating with respect to managing orderly growth; and

E. Requiring sending and receiving sites for transferred development rights implements the goals and policies of the Longmont Area Comprehensive Plan to make provision for public improvements in a manner appropriate for a modern, efficiently functioning city, and to ensure that new development does not negatively impact the provision of municipal services; and

F. This Agreement augments Boulder County's nonurban planned unit development (NUPUD) program, and transferred development rights planned unit development (TDR/PUD) program; and

G. Providing for sending and receiving sites for transferred development rights is reasonable and necessary to protect, enhance, and preserve the public health, safety, and welfare of the City's citizens and the citizens of Boulder County; and

H. The City and Boulder County have held hearings, after proper public notice, for the consideration of entering into this Agreement.

IN CONSIDERATION of the objectives and policies expressed in the recitals and the mutual promises contained in this Agreement, the City and Boulder County agree as follows:

1 Definitions

As used in this Agreement, the following terms shall have the meanings stated below:

1.1 "Development" shall mean construction or establishment of a Structure, parking area, or surfaced vehicular roadway (except expansion of existing roads), or establishment of a new land use.

1.2 "LPA" shall mean the Longmont Planning Area, as it currently exists, together with any additional portions of the LPA as are jointly approved by the City and Boulder County.

1.3 "Parties" shall mean the City and Boulder County collectively.

1.4 "Structure" shall mean anything built or constructed above or below the ground, including, but not limited to, an edifice or building of any kind, or any piece of work artificially

built up or composed of parts joined together in some definite manner, but excluding fences, retaining walls under 6 feet in height, and above ground or buried utility lines and related appurtenances.

1.5 "TDR Area" shall mean all real property designated as a transferred development right sending site or transferred development right receiving site in Exhibit A.

1.6 "TDR Receiving Sites" shall mean the transferred development rights receiving site designations in the TDR Area, attached as Exhibit A, and any receiving site jointly approved by the City and Boulder County that is within or contiguous to the LPA.

1.7 "TDR Sending Sites" shall mean the transferred development rights sending site designations in the TDR Area, attached as Exhibit A.

2 Controlling Regulations

2.1 Except as stated herein, no party shall agree with any landowner, or other person or entity, to allow Development on the TDR Sending Sites or the TDR Receiving Sites which does not comply with this Agreement. Boulder County agrees that approval of any proposed Development on the TDR Receiving Sites within or contiguous to the LPA shall be subject to review and approval by the City.

2.2 The City and Boulder County agree to adopt their own procedures, plans, policies, ordinances, or other regulations to implement and enforce the provisions of this Agreement, and to give the other party notice to comment on the same.

2.3 This Agreement shall not restrict the City's authority to annex property, or regulate the use and Development on any annexed property or other property within it boundaries,

according to Colorado law, the Longmont Municipal Charter, and Longmont Municipal Code, as amended from time to time.

2.4 This Agreement shall not restrict Boulder County's ability, under its regulations, to approve receiving sites outside the LPA, and to approve Development on receiving sites outside and not contiguous to the LPA.

3 TDR Sending Sites

3.1 The Parties agree that all land within the TDR Sending Sites shall be eligible to participate in Boulder County's transferred development rights planned unit development program.

4 TDR Receiving Sites

4.1 The Parties agree that all land within the TDR Receiving Sites shall be eligible to participate in Boulder County's transferred development rights planned unit development program.

4.2 Upon confirmation by Boulder County that the land is within the TDR Sending Sites, and after Boulder County's issuance and recordation of its certificate(s) of development rights, according to its regulations, Boulder County and the City may jointly approve the location of Development represented by the certificate(s) of development rights upon land within the TDR Receiving Sites located within or contiguous to the LPA.

4.3 Boulder County and the City, either individually or collectively, upon acquisition of certificate(s) of development rights from land within the TDR Sending Sites, shall have the right to market those rights to others who may seek Development within the TDR Receiving Sites.

5 Conservation Easements in the TDR Area

5.1 Within the TDR Area, Boulder County shall obtain conservation easements for continued agricultural production or preservation of the land's identified environmental resource values on land in the TDR Sending Sites that participates in the Boulder County transferred development rights planned unit development program, and shall require the easements to be granted to Boulder County and the City jointly.

5.2 Within the LPA, Boulder County shall obtain conservation easements on land participating in the Boulder County transfer development rights planned unit development program, and shall require the easements to be granted to Boulder County and the City jointly. The conservation easements shall require that such lands remain open, but may provide for other recreational uses beyond those permitted under paragraph 5.1 above, as may be agreed by Boulder County and the City at the time such easements are granted. Upon the annexation by the City of any land within the LPA upon which a conservation easement has been obtained pursuant to this Agreement, Boulder County shall forthwith deed to the City its interest in the conservation easement.

5.3 Any conservation easements granted jointly to Boulder County and the City, under this Agreement, shall not be construed as county-owned open space under C.R.S. § 31-12-104(1)(a).

6 Agreement Term

6.1 The term of this Agreement shall commence on the Effective Date, and continue for ten years thereafter unless renewed or extended by the mutual consent of the City and Boulder County. However, either party may terminate this Agreement, at any time and for any reason, upon one year written notice to the other party. The City and Boulder County agree that

termination shall not affect the validity of conservation easements, nor Development approvals, that may occur during the term of this Agreement.

7 Defense of Claims

7.1 If any person, other than the Parties, allegedly aggrieved by any provision of this Agreement should sue Boulder County or the City concerning this Agreement, Boulder County shall, and the City may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the party providing such defense. If any person, other than Boulder County, should obtain a final money judgment against the City for the diminution in value of any regulated parcel resulting from regulations in this Agreement or regulations adopted by the City in implementing this Agreement, Boulder County shall, to the extent permitted by law, indemnify the City for the amount of said judgment. Nothing contained in this Agreement shall constitute any waiver by the City or Boulder County of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive termination of this Agreement, and be enforceable until all claims are precluded by statutes of limitation.

8 Notice

8.1 Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be effective upon receipt, and addressed as follows:

City of Longmont
Attention: Community Development Director
Civic Center Complex
408 Third Avenue
Longmont, Colorado 80501

County of Boulder
Attention: Land Use Director
P.O. Box 471
Boulder, Colorado 80306-0471

9 Miscellaneous Provisions

9.1 Amendments. This Agreement may be amended only by mutual agreement of the Parties and shall be evidenced by a written instrument authorized and executed with the same formality as accorded this Agreement.

9.2 Headings for Convenience. All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Agreement.

9.3 Governing Law and Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be interpreted and construed according to the laws of the State of Colorado, and venue shall be in the County of Boulder.

9.4 Severability. If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional in a final and non-appealable decision by any court of competent jurisdiction, the entire Agreement shall terminate. The Parties agree that every provision of this Agreement is essential and not severable from the remainder.

9.5 Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

9.6 Compliance with Ordinances and Regulations. This Agreement shall be administered consistent with all current and future laws, rules, charters, ordinances and regulations of the City and Boulder County.

9.7 No Implied Representations. No representations, warranties or certifications, express or implied, between the Parties exist except as specifically stated in this Agreement.

9.8 No Third Party Beneficiaries. None of the terms, conditions or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any person not a party hereto. Any person other than the City or Boulder County receiving services or benefits under this Agreement shall be only an incidental beneficiary.

9.9 Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the Parties with respect to the matters stated herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached thereto.

9.10 Financial Obligations. This Agreement shall not be deemed a pledge of the credit of the City or Boulder County. Nothing in this Agreement shall be construed to create a multiple-fiscal year direct or indirect debt, or financial obligation.

9.11 Waiver. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF LONGMONT

By: _____
Mayor

ATTEST:

CITY OF LONGMONT COLORADO

_____
City Clerk

Date: 1-26-96

APPROVED AS TO FORM:

_____
Deputy City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT
AND COUNTY OF BOULDER CONCERNING TRANSFERRED DEVELOPMENT RIGHTS

COUNTY OF BOULDER, by its Board of County Commissioners

By: Ronald K Stewart
Chair

ATTEST:

Susan M. Ohlhorst
Clerk to the Board

Date: 2-6-96

APPROVED AS TO FORM:

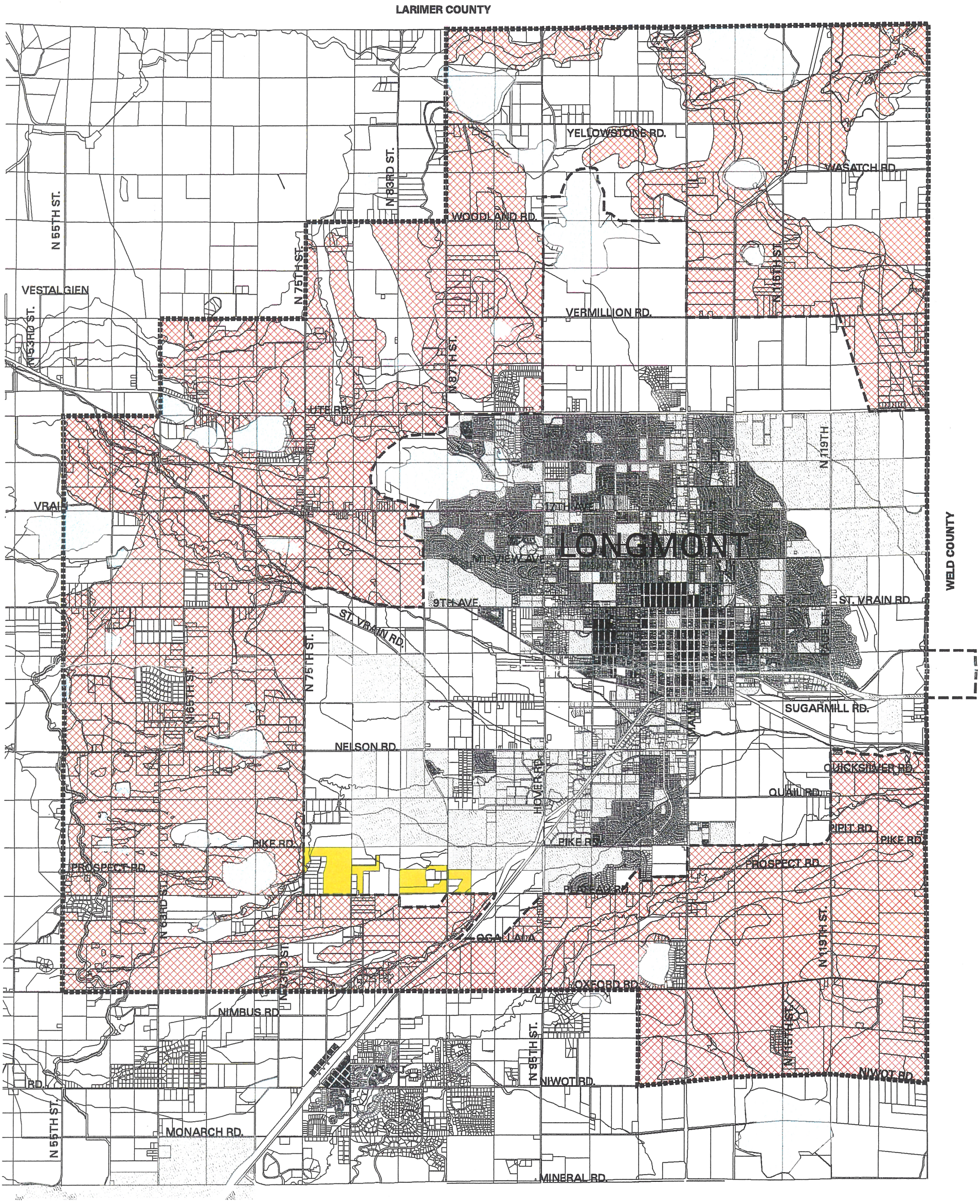
H. Lawrence Knapp
County Attorney

CA file: 1532 January 18, 1996

LONGMONT TDR AREA

EXHIBIT A

Old



Sending Sites

Designated Receiving Sites

Longmont TDR Plan Area Boundary

Longmont Planning Area Boundary

Boulder County

North

0 2708 5416 Feet

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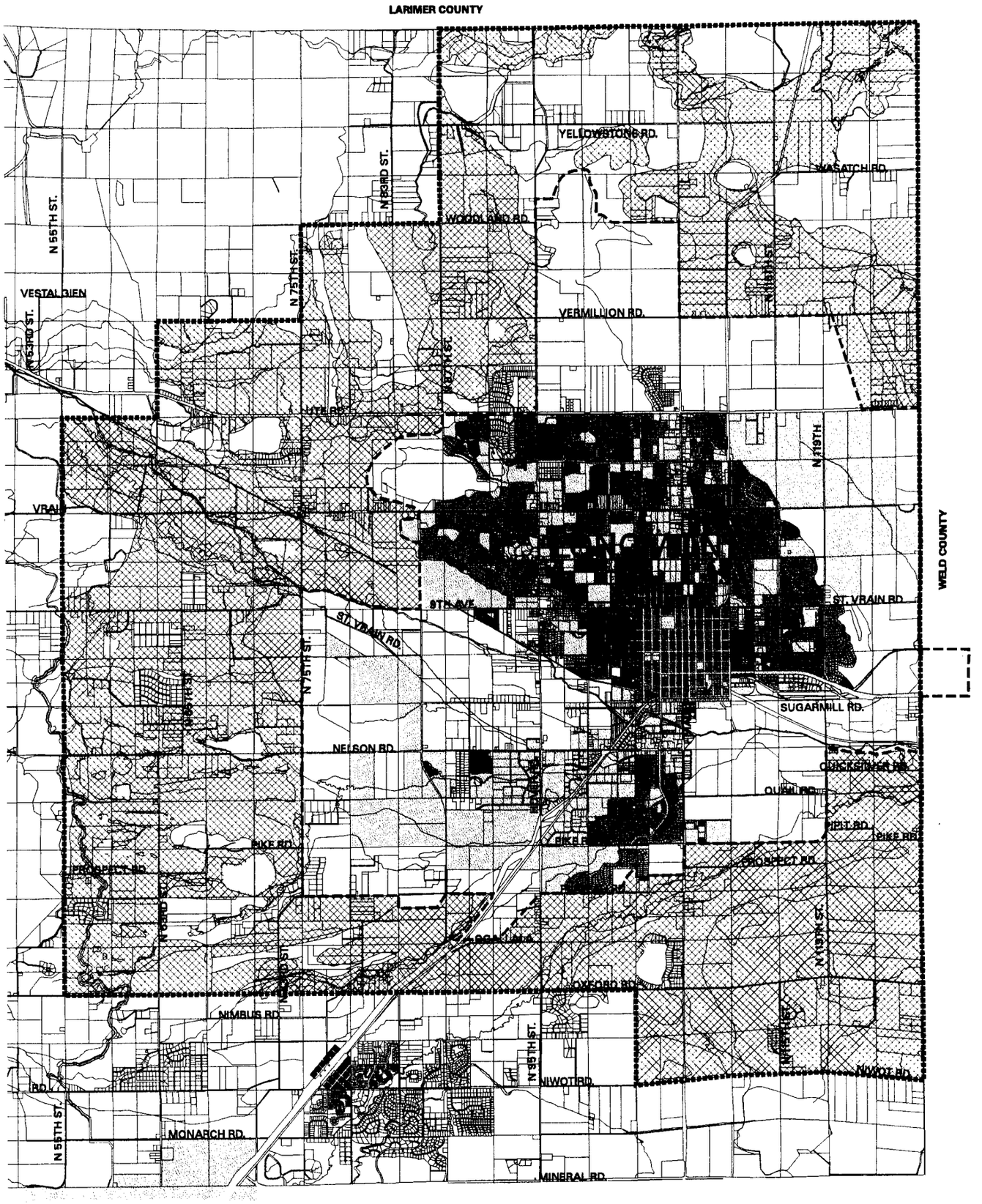
This Map Is For Illustrative Purposes Only.

Map Compiled 2/22/96 by J. Korte
Boulder County Land Use Dept.
Approved by BOCC on 2/6/96

LONGMONT TDR AREA

EXHIBIT A



Sending Sites
Designated Receiving Sites
Longmont TDR Plan Area Boundary
Longmont Planning Area Boundary

Boulder County

0 2708 5416 Feet

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This Map Is For Illustrative Purposes Only.

Map Compiled 2/22/96 by J. Korte
Boulder County Land Use Dept.
Approved by BOCC on 2/6/96

Exhibit 1

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF LONGMONT AND

COUNTY OF BOULDER

CONCERNING TRANSFERRED DEVELOPMENT RIGHTS *(AS AMENDED)*

THIS AGREEMENT is entered into by and between the City of Longmont (City), a municipal corporation, and the County of Boulder (Boulder County), a body politic and corporate of the State of Colorado, to be effective as of the 5th day of February, 1996, (Effective Date).

RECITALS

A. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to CRS § 29-20-105, for the purpose of planning or regulating the development of land; and

B. Section 29-1-201, et seq., CRS, as amended, authorizes the City and Boulder County to cooperate and contract with one another with respect to functions lawfully authorized to each other, and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2); and

C. Pursuant to CRS § 31-23-202, and Article XX of the Colorado Constitution, the City Council of the City of Longmont has adopted the Longmont Area Comprehensive Plan, which provides goals and policies to plan for the orderly growth of the City of Longmont; and

D. By identifying sending and receiving sites for transferred development rights, the City and Boulder County are cooperating with respect to managing orderly growth; and

E. Requiring sending and receiving sites for transferred development rights

implements the goals and policies of the Longmont Area Comprehensive Plan to make provision for public improvements in a manner appropriate for a modern, efficiently functioning city, and to ensure that new development does not negatively impact the provision of municipal services; and

F. This Agreement augments Boulder County's nonurban planned unit development (NUPUD) program, and transferred developments rights planned unit development (TDR/PUD) program; and

G. Providing for sending and receiving sites for transferred development rights is reasonable and necessary to protect, enhance, and preserve the public health, safety, and welfare of the City's citizens and the citizens of Boulder County; and

H. The City and Boulder County have held hearings, after proper public notice, for the consideration of entering into this Agreement.

IN CONSIDERATION of the objectives and policies expressed in the recitals and the mutual promises contained in this Agreement, the City and Boulder County agree as follows:

1 Definitions

As used in this Agreement, the following terms shall have the meanings stated below:

1.1 "Development" shall mean construction or establishment of a Structure, parking area, or surfaced vehicular roadway (except expansion of existing roads), or establishment of a new land use.

1.2 "LPA" shall mean the Longmont Planning Area, as it currently exists, together with any additional portions of the LPA as are jointly approved by the City and Boulder County.

1.3 "Parties" shall mean the City and Boulder County collectively.

1.4 "Structure" shall mean anything built or constructed above or below the ground,

including, but not limited to, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, but excluding fences, retaining walls under 6 feet in height, and above ground or buried utility lines and related appurtenances.

1.5 "TDR Area" shall mean all real property designated as a transferred development right sending site or transferred development right receiving site in Exhibit A.

1.6 "TDR Receiving Sites" shall mean the transferred development rights receiving site designations in the TDR Area, attached as Exhibit A, and any receiving site jointly approved by the City and Boulder County that is within or contiguous to the LPA.

1.7 "TDR Sending Sites" shall mean the transferred development rights sending site designations in the TDR Area, attached as Exhibit A.

2 Controlling Regulations

2.1 Except as stated herein, no party shall agree with any landowner, or other person or entity, to allow Development on the TDR Sending Sites or the TDR Receiving Sites which does not comply with this Agreement. Boulder County agrees that approval of any proposed Development on the TDR Receiving Sites within or contiguous to the LPA shall be subject to review and approval by the City.

2.2 The City and Boulder County agree to adopt their own procedures, plans, policies, ordinances, or other regulations to implement and enforce the provisions of this Agreement, and to give the other party notice to comment on the same.

2.3 This Agreement shall not restrict the City's authority to annex property, or regulate the use and Development on any annexed property or other property within its boundaries, according to Colorado law, the Longmont Municipal Charter, and Longmont

Municipal Code, as amended from time to time.

2.4 This Agreement shall not restrict Boulder County's ability, under its regulations, to approve receiving sites outside the LPA, and to approve Development on receiving sites outside and not contiguous to the LPA.

3 TDR Sending Sites

3.1 The Parties agree that all land within the TDR Sending Sites shall be eligible to participate in Boulder County's transferred development rights planned unit development program.

4 TDR Receiving Sites

4.1 The Parties agree that all land within the TDR Receiving Sites shall be eligible to participate in Boulder County's transferred development rights planned unit development program.

4.2 Upon confirmation by Boulder County that the land is within the TDR Sending Sites, and after Boulder County's issuance and recordation of its certificate(s) of development rights, according to its regulations, Boulder County and the City may jointly approve the location of Development represented by the certificate(s) of development rights upon land within the TDR Receiving Sites located within or contiguous to the LPA.

4.3 Boulder County and the City, either individually or collectively, upon acquisition of certificate(s) of development rights from land within the TDR Sending Sites, shall have the right to market those rights to others who may seek Development within the TDR Receiving Sites.

4.4 Approval by the County of a final plat on a TDR Receiving Site shall be subject to the following City requirements:

A. The developer shall pay all development fees, which would be otherwise applicable if the property were in the City, to the City before the County issues any individual building permit for any lot in the Development.

B. Since it would clearly benefit inhabitants of the City, all developments will be served by City sewer service, and the property owners will be subject to City sewer fees and regulations governing provision of that service. The developer shall design and construct all off-site and on-site sewer lines at its own expense and shall pay to the City the required system development fees for each tap before any individual building permit is issued.

C. The City shall review all final plans and approve construction plans required to comply with City standards or conditions of approval specified by the City Council.

D. All adjacent arterial and collector street rights-of-way, as identified by the City, shall be dedicated on the final plat to the City or County, as jurisdiction is appropriate, and, where applicable, the developer's share of street improvements and applicable costs associated with the right-of-way frontages, including landscaping improvements, shall be paid to the City prior to recordation of the final plat.

E. The final plat shall contain a notice to lot owners that the City reserves the right to require annexation of the property in the future, as a requirement of the provision of City sewer service.

F. The developer shall be required to execute a development agreement setting forth the specific requirements for the provision of public utilities and payment of fees.

G. The City Council in its sole discretion may determine to waive compliance with any requirement set forth in sub-paragraph A above with respect to a specific development, which waiver shall be evidenced in the development agreement.

5 Conservation Easements in the TDR Area

5.1 Within the TDR Area, Boulder County shall obtain conservation easements for continued agricultural production or preservation of the land's identified environmental resource values on land in the TDR Sending Sites that participates in the Boulder County transferred development rights planned unit development program, and shall require the easements to be granted to Boulder County and the City jointly.

5.2 Within the LPA, Boulder County shall obtain conservation easements on land participating in the Boulder County transfer development rights planned unit development program, and shall require the easements to be granted to Boulder County and the City jointly. The conservation easements shall require that such lands remain open, but may provide for other recreational uses beyond those permitted under paragraph 5.1 above, as may be agreed by Boulder County and the City at the time such easements are granted. Upon the annexation by the City of any land within the LPA upon which a conservation easement has been obtained pursuant to this Agreement, Boulder County shall forthwith deed to the City its interest in the conservation easement.

5.3 Any conservation easements granted jointly to Boulder County and the City, under its Agreement, shall not be construed as county-owned open space under CRS § 31-12-104(l)(a).

6 Agreement Term

6.1 The term of this Agreement shall commence on the Effective Date, and continue for ten years thereafter unless renewed or extended by the mutual consent of the City and Boulder County. However, either party may terminate this Agreement, at any time and for any reason, upon one year written notice to the other party. The City and Boulder County agree that

termination shall not affect the validity of conservation easements, nor Development approvals, that may occur during the term of this Agreement.

7 Defense of Claims

7.1 If any person, other than the Parties, allegedly aggrieved by any provision of this Agreement should sue Boulder County or the City concerning this Agreement, Boulder County shall, and the City may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the party providing such defense. If any person, other than Boulder County, should obtain a final money judgment against the City for the diminution in value of any regulated parcel resulting from regulations in this Agreement or regulations adopted by the City in implementing this Agreement, Boulder County shall, to the extent permitted by law, indemnify the City for the amount of said judgment. Nothing contained in this Agreement shall constitute any waiver by the City or Boulder County of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive termination of this Agreement, and be enforceable until all claims are precluded by statutes of limitation.

8 Notice

8.1 Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be effective upon receipt, and addressed as follows:

City of Longmont
Attention: Community Development Director
Civic Center Complex
408 Third Avenue

Longmont, Colorado 80501

County of Boulder
Attention: Land Use Director
P.O. Box 471
Boulder, Colorado 80306-0471

9 Miscellaneous Provisions

9.1 Amendments. This Agreement may be amended only by mutual agreement of the Parties and shall be evidenced by a written instrument authorized and executed with the same formality as accorded this Agreement.

9.2 Headings for Convenience. All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Agreement.

9.3 Governing Law and Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be interpreted and construed according to the laws of the State of Colorado, and venue shall be in the County of Boulder.

9.4 Severability. If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional in a final and non-appealable decision by any court of competent jurisdiction, the entire Agreement shall terminate. The Parties agree that every provision of this Agreement is essential and not severable from the remainder.

9.5 Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

9.6 Compliance with Ordinances and Regulations. This Agreement shall be

administered consistent with all current and future laws, rules, charters, ordinances and regulations of the City and Boulder County.

9.7 No Implied Representations. No representations, warranties or certifications, express or implied, between the Parties exist except as specifically stated in this Agreement.

9.8 No Third Party Beneficiaries. None of the terms, conditions or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any person not a party hereto. Any person other than the City or Boulder County receiving services or benefits under this Agreement shall be only an incidental beneficiary.

9.9 Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the Parties with respect to the matters stated herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached thereto.

9.10 Financial Obligations. This Agreement shall not be deemed a pledge of the credit of the City or Boulder County. Nothing in this Agreement shall be construed to create a multiple-fiscal year direct or indirect debt, or financial obligation.

9.11 Waiver. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF LONGMONT

By: _____
MAYOR

ATTEST:

_____ 10/10/00
CITY CLERK DATE

CITY OF LONGMONT COLORADO

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY — DATE 8/21/00

PROOF READ — DATE 9-21-00

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT — DATE 9-21-2000

SEAL OF BOULDER COUNTY, COLORADO

COUNTY OF BOULDER, by its Board of County Commissioners

By: Jana L. Mendez
CHAIR

ATTEST:

Susan M. Ashcraft
CLERK TO THE BOARD — DATE 3-13-2001

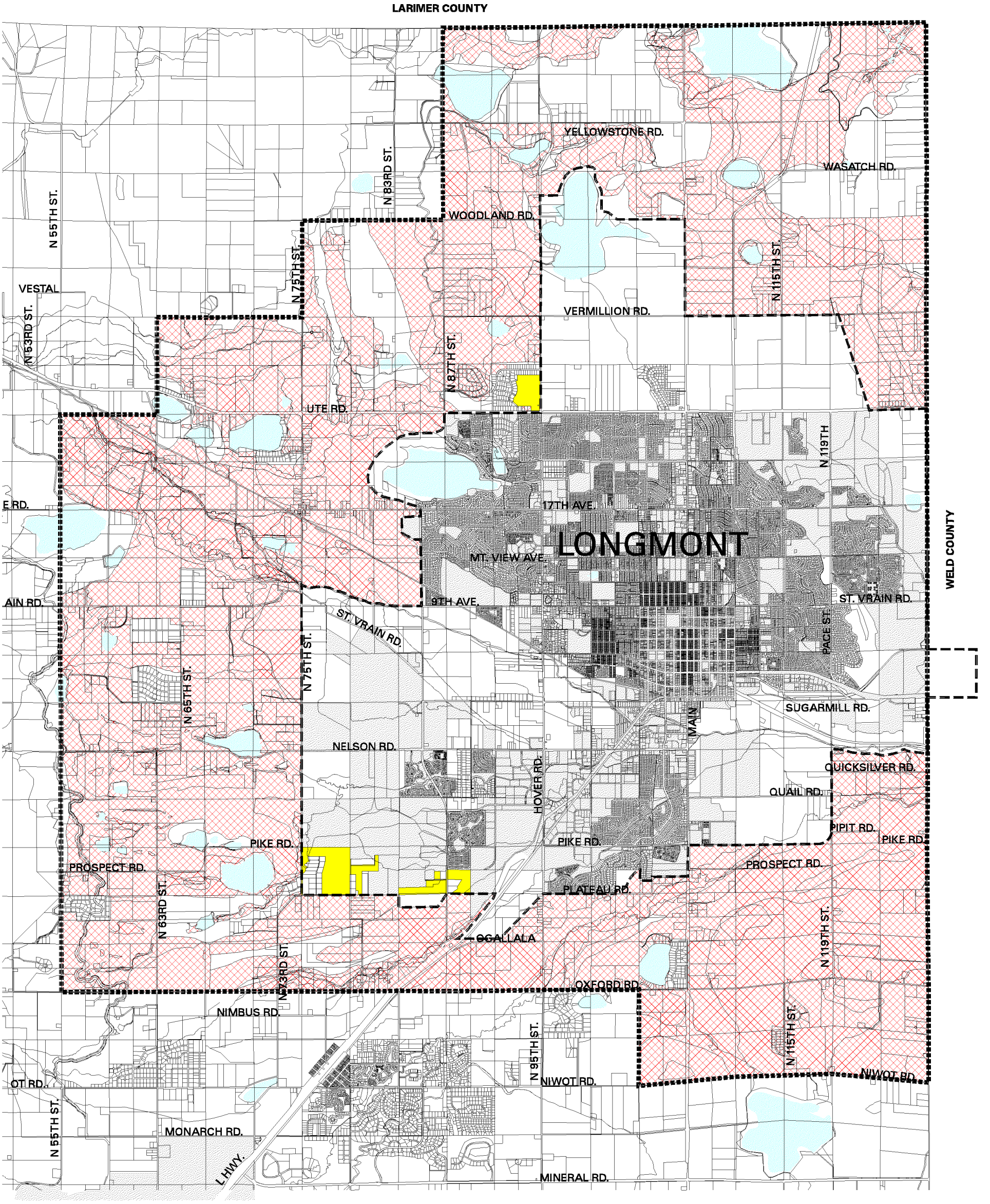
APPROVED AS TO FORM:

COUNTY ATTORNEY

EXHIBIT F

LONGMONT TDR AREA

EXHIBIT A –REVISED 9/20/2000



Sending Sites

Designated Receiving Sites

Longmont TDR Plan Area Boundary

Longmont Planning Area Boundary

Boulder County

© 2000 County of Boulder, Colorado. All Rights Reserved.
This Map Is For Illustrative Purposes Only.

F25

North

0 2708 5416 Feet

Map Compiled 9/20/00 by J. Korte
Boulder County Land Use Dept.

EXHIBIT F

ORDINANCE ATTACHMENT A

APPENDIX E-1 TO CHAPTER 15 of the LONGMONT MUNICIPAL CODE

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF LONGMONT AND

COUNTY OF BOULDER

CONCERNING TRANSFERRED DEVELOPMENT RIGHTS

(AS AMENDED BY THIS SECOND AMENDMENT)

THIS AGREEMENT is entered into by and between the City of Longmont (City), a municipal corporation, and the County of Boulder (Boulder County), a body politic and corporate of the State of Colorado, to be effective as of the 5th day of February, 1996, (Effective Date).

RECITALS

A. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to CRS § 29-20-105, for the purpose of planning or regulating the development of land; and

B. Section 29-1-201, et seq., CRS, as amended, authorizes the City and Boulder County to cooperate and contract with one another with respect to functions lawfully authorized to each other, and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2); and

C. Pursuant to CRS § 31-23-202, and Article XX of the Colorado Constitution, the

City Council of the City of Longmont has adopted the Longmont Area Comprehensive Plan, which provides goals and policies to plan for the orderly growth of the City of Longmont; and

D. By identifying sending and receiving sites for transferred development rights, the City and Boulder County are cooperating with respect to managing orderly growth; and

E. Requiring sending and receiving sites for transferred development rights implements the goals and policies of the Longmont Area Comprehensive Plan to make provision for public improvements in a manner appropriate for a modern, efficiently functioning city, and to ensure that new development does not negatively impact the provision of municipal services; and

F. This Agreement augments Boulder County's nonurban planned unit development (NUPUD) program, and transferred developments rights planned unit development (TDR/PUD) program; and

G. This Second Amendment is intended to:

a. Expand and increase TDR sending site locations;

b. Permit Boulder County to approve TDR Sending Sites located within the area shown on Exhibit A: and

c. Extend the term of this Agreement from the Effective Date to May 31, 2016.

H. Providing for sending and receiving sites for transferred development rights is reasonable and necessary to protect, enhance, and preserve the public health, safety, and welfare of the City's citizens and the citizens of Boulder County; and

I. The City and Boulder County have held hearings, after proper public notice, for the consideration of entering into this Agreement.

IN CONSIDERATION of the objectives and policies expressed in the recitals and the mutual promises contained in this Agreement, the City and Boulder County agree as follows:

1 Definitions

As used in this Agreement, the following terms shall have the meanings stated below:

1.1 "Development" shall mean construction or establishment of a Structure, parking area, or surfaced vehicular roadway (except expansion of existing roads), or establishment of a new land use.

1.2 "LPA" shall mean the Longmont Planning Area, as it currently exists, together with any additional portions of the LPA as are jointly approved by the City and Boulder County.

1.3 "Parties" shall mean the City and Boulder County collectively.

1.4 "Structure" shall mean anything built or constructed above or below the ground, including, but not limited to, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, but excluding fences, retaining walls under 6 feet in height, and above ground or buried utility lines and related appurtenances.

1.5 "TDR Area" shall mean all real property designated as a transferred development right sending site or transferred development right receiving site in Exhibit A.

1.6 "TDR Receiving Sites" shall mean the transferred development rights receiving site designations in the TDR Area, attached as Exhibit A, and any receiving site jointly approved by the City and Boulder County that is within or contiguous to the LPA.

1.7 "TDR Sending Sites" shall mean the transferred development rights sending site designations in the TDR Area, attached as Exhibit A, as well as any other unincorporated lands shown on Exhibit A, within the TDR Plan Area and Sending Sites Boundary, where such land is

outside the LPA and is 35 acres or more in area.

2 Controlling Regulations

2.1 Except as stated herein, no party shall agree with any landowner, or other person or entity, to allow Development on the TDR Sending Sites or the TDR Receiving Sites which does not comply with this Agreement. Boulder County agrees that approval of any proposed Development on the TDR Receiving Sites within or contiguous to the LPA shall be subject to review and approval by the City.

2.2 The City and Boulder County agree to adopt their own procedures, plans, policies, ordinances, or other regulations to implement and enforce the provisions of this Agreement, and to give the other party notice to comment on the same.

2.3 This Agreement shall not restrict the City's authority to annex property, or regulate the use and Development on any annexed property or other property within its boundaries, according to Colorado law, the Longmont Municipal Charter, and Longmont Municipal Code, as amended from time to time.

2.4 This Agreement shall not restrict Boulder County's ability, under its regulations, to approve receiving sites outside the LPA, and to approve Development on receiving sites outside and not contiguous to the LPA.

3 TDR Sending Sites

3.1 The Parties agree that all land within the TDR Sending Sites shall be eligible to participate in Boulder County's transferred development rights planned unit development program.

4 TDR Receiving Sites

4.1 The Parties agree that all land within the TDR Receiving Sites shall be eligible to

participate in Boulder County's transferred development rights planned unit development program.

4.2 Upon confirmation by Boulder County that the land is within the TDR Sending Sites, and after Boulder County's issuance and recordation of its certificate(s) of development rights, according to its regulations, Boulder County and the City may jointly approve the location of Development represented by the certificate(s) of development rights upon land within the TDR Receiving Sites located within or contiguous to the LPA.

4.3 Boulder County and the City, either individually or collectively, upon acquisition of certificate(s) of development rights from land within the TDR Sending Sites, shall have the right to market those rights to others who may seek Development within the TDR Receiving Sites.

4.4 Approval by the County of a final plat on a TDR Receiving Site shall be subject to the following City requirements:

A. The developer shall pay all development fees, which would be otherwise applicable if the property were in the City, to the City before the County issues any individual building permits for any lot in the Development.

B. Since it would be of benefit to the City, all developments will be served by City sewer service, and the property owners will be subject to City sewer fees and regulations governing provision of that service. The developer shall design and construct all off-site and on-site sewer lines at its own expense and shall pay to the City the required system development fees for each tap before any individual building permit is issued.

C. The City shall review all final plans and approve construction plans required to comply with City standards or conditions of approval specified by the City Council.

D. All adjacent arterial and collector street rights-of-way, as identified by the City, shall be dedicated on the final plat to the City or County, as jurisdiction is appropriate, and, where applicable, the developer's share of street improvements and applicable costs associated with the right-of-way frontages, including landscaping improvements, shall be paid to the City prior to recordation of the final plat.

E. The final plat shall contain a notice to lot owners that the City reserves the right to require annexation of the property in the future, as a requirement of the provision of City sewer service.

F. The developer shall be required to execute a development agreement setting forth the specific requirements for the provision of public utilities and payment of fees.

G. The City Council in its sole discretion may determine to waive compliance with any requirement set forth in sub-paragraph A above with respect to a specific development, which waiver shall be evidenced by in the development agreement.

5 Conservation Easements in the TDR Area

5.1 Within the TDR Area, Boulder County shall obtain conservation easements for continued agricultural production or preservation of the land's identified environmental resource values on land in the TDR Sending Sites that participates in the Boulder County transferred development rights planned unit development program, and shall require the easements to be granted to Boulder County and the City jointly.

5.2 Within the LPA, Boulder County shall obtain conservation easements on land participating in the Boulder County transfer development rights planned unit development program, and shall require the easements to be granted to Boulder County and the City jointly. The conservation easements shall require that such lands remain open, but may provide for other

recreational uses beyond those permitted under paragraph 5.1 above, as may be agreed by Boulder County and the City at the time such easements are granted. Upon the annexation by the City of any land within the LPA upon which a conservation easement has been obtained pursuant to this Agreement, Boulder County shall forthwith deed to the City its interest in the conservation easement.

5.3 Any conservation easements granted jointly to Boulder County and the City, under ~~its~~ *this* Agreement, shall not be construed as county-owned open space under CRS § 31-12-104(l)(a).

6 Agreement Term

6.1 The term of this Agreement shall commence on the Effective Date, and continue ~~for ten years thereafter~~ *until May 31, 2016,* unless renewed or extended by the mutual consent of the City and Boulder County. However, either party may terminate this Agreement, at any time and for any reason, upon one year written notice to the other party. The City and Boulder County agree that termination shall not affect the validity of conservation easements, nor Development approvals, that may occur during the term of this Agreement.

7 Defense of Claims

7.1 If any person, other than the Parties, allegedly aggrieved by any provision of this Agreement should sue Boulder County or the City concerning this Agreement, Boulder County shall, and the City may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the party providing such defense. If any person, other than Boulder County, should obtain a final money judgment against the City for the diminution in value of any regulated parcel resulting from regulations in this Agreement or regulations adopted by the City in implementing this Agreement, Boulder County shall, to the

extent permitted by law, indemnify the City for the amount of said judgment. Nothing contained in this Agreement shall constitute any waiver by the City or Boulder County of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive termination of this Agreement, and be enforceable until all claims are precluded by statutes of limitation.

8 Notice

8.1 Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, it shall be effective upon receipt, and addressed as follows:

City of Longmont

Attention: Community Development Director

Civic Center Complex

408 Third Avenue

Longmont, Colorado 80501

County of Boulder

Attention: Parks and Open Space Director

P.O. Box 471

Boulder, Colorado 80306-0471

9 Miscellaneous Provisions

9.1 Amendments. This Agreement may be amended only by mutual agreement of the Parties and shall be evidenced by a written instrument authorized and executed with the same formality as accorded this Agreement.

9.2 Headings for Convenience. All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Agreement.

9.3 Governing Law and Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be interpreted and construed according to the laws of the State of Colorado, and venue shall be in the County of Boulder.

9.4 Severability. If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional in a final and non-appealable decision by any court of competent jurisdiction, the entire Agreement shall terminate. The Parties agree that every provision of this Agreement is essential and not severable from the remainder.

9.5 Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

9.6 Compliance with Ordinances and Regulations. This Agreement shall be administered consistent with all current and future laws, rules, charters, ordinances and regulations of the City and Boulder County.

9.7 No implied Representations. No representations, warranties or certifications, express or implied, between the Parties exist except as specifically stated in this Agreement.

9.8 No Third Party Beneficiaries. None of the terms, conditions or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any person not a party hereto. Any person other than the City or Boulder County receiving services or benefits under this Agreement shall be only an incidental beneficiary.

9.9 Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the Parties with respect to the matters stated herein. The Parties shall only

amend this Agreement in writing with the proper official signatures attached thereto.

9.10 Financial Obligations. This Agreement shall not be deemed a pledge of the credit of the City or Boulder County. Nothing in this Agreement shall be construed to create a multiple-fiscal year direct or indirect debt, or financial obligation.

9.11 Waiver. No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

IN WITNESS WEHEREOF, the Parties have executed this Agreement.

CITY OF LONGMONT

By: _____
MAYOR

ATTEST:

_____ 9/28/06
CITY CLERK DATE

APPROVED AS TO FORM:

_____ 8/16/06
DEPUTY CITY ATTORNEY DATE

_____ 8-16-06
PROOF READ DATE

APPROVED AS TO FORM AND SUBSTANCE:

_____ 9/6/06
ORIGINATING DEPARTMENT DATE

ca file: 5840

COUNTY OF BOULDER, by its Board of County Commissioners

By: _____
Chair

ATTEST:

_____
Clerk to the Board

Date: 11/28/06

APPROVED AS TO FORM:

_____
County Attorney

EXHIBIT F

THIS IS THE EXHIBIT A ARTWORK PAGE

EXHIBIT F

LONGMONT TDR AREA - Exhibit A

- Existing Longmont TDR Plan Area Boundary
- Existing TDR Sending Sites
- Proposed Longmont TDR Plan Area and Sending Sites Boundary
- Additional TDR Sending Sites, 35 acres and over
- Designated Receiving Sites
- Longmont Planning Area Boundary
- County Subdivision
- NUPUD Conservation Easement
- City of Boulder Open Space
- Boulder County Open Space
- Boulder County Conservation Easement
- County Regulatory Conservation Easements
- County Gravel Resources
- Other Municipal Open Space
- Joint County/Citiy CEs
- Joint County/City Open Space

1 0.5 0 1 2 Miles

DISCLAIMER:
This map is for illustrative purposes only, and is not suitable for parcel specific decision making. The areas depicted here are approximate. More site specific studies may be required to draw accurate conclusions.

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© 2005 by the County of Boulder, Colorado. All rights reserved. No part of this data may be copied, reproduced, or transmitted in any form or by any means whether graphic, electronic, or mechanical, including photocopying, recording, or by any information storage or retrieval system, without permission from the County of Boulder, Colorado.

jbellis, Boulder County Parks and Open Space, September 30, 2005
kziebarth, Boulder County Land Use, November 9, 2005

EXHIBIT G

Boulder County Clerk, CO AG R 0.00
1712157
Page: 1 of 18
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LONGMONT PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement by and between the City of Longmont, a Colorado home rule municipal corporation (Longmont), and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (collectively the "Parties") is made to be effective on the 19th day of June, 1997.

WITNESSETH:

WHEREAS, §29-20-101 et seq., C.R.S. as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local (i.e., City and County) governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, in order to ensure that the unique and individual character of Longmont, and of the rural area within Boulder County outside the Longmont Planning Area (hereinafter "the LPA") are preserved, the Parties believe that a comprehensive development plan which recognizes the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space , accompanied by a commitment by Longmont for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the Parties find that the acquisition of open space by Boulder County within the LPA does not serve the public interest in that Longmont's plan for infrastructure and other services to the LPA should occur without unanticipated interruptions brought by open space purchases within the LPA; and

WHEREAS, the Parties find that providing for the area outside the LPA within Boulder County to remain as rural in character through the term of this Agreement for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, with respect to the annexation provisions herein, the City of Longmont declares that the area outside the LPA within Boulder County is not appropriate for urban development, unless certain criteria are met, during the term of this Agreement; and

WHEREAS, consistent with the municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement, including specifically the annexation and open space portions hereof, is intended to encourage the natural and well-ordered future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom; to extend

P.c B

government services and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas; to simplify the governmental structure of the affected areas; to reduce and avoid, where possible, friction between the Parties; and to promote the economic viability of the Parties; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; part 1 of article 12 of title 31; and parts 2 and 3 of article 23 of title 31; C.R.S., as amended; and

WHEREAS, §29-1-201, et seq., C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, §18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the "Plan Area", as shown on the map attached hereto as Exhibit A; and

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

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

1. LONGMONT PLANNING AREA (LPA) COMPREHENSIVE DEVELOPMENT PLAN.

This Agreement, including the Map attached hereto as Exhibit A, is adopted by the Parties as the Longmont Planning Area (LPA) Comprehensive Development Plan (the "Plan") governing the Plan Area. The "Plan Area" is hereby defined as the unincorporated area of Boulder County outside the Longmont Planning Area as shown on Exhibit A, or as subsequently amended in accordance with this Agreement.

2. ANNEXATION PROVISIONS.

(a) Longmont agrees that it will disclose to Boulder County any and all instances in which they receive an application for annexation of land outside the LPA within Boulder County. Further, Longmont commits that it is not currently pursuing any annexations within the Rural Preservation Area. Also, Boulder County commits that it will not actively pursue open space acquisitions in the LPA not currently designated as open space.

(b) The area outside the LPA is intended to remain in Boulder County's regulatory jurisdiction for the term of this Agreement, unless changed by mutual agreement of the Parties. Further, the City Council of the City of Longmont, by authorizing the execution of this

Agreement, finds and determines that there is no community of interest between said area and the City for the term of this Agreement, and the City will annex lands outside the LPA within Boulder County only pursuant to mutual agreement of the Parties.

(c) The City agrees that, during the term of this Agreement, it will expand the LPA within Boulder County only pursuant to mutual agreement of the Parties. Expansion would include only properties adjacent to the then existing LPA boundary, and would not be comprised of flagpoles to nonadjacent properties. The City and Boulder County agree to the following set of criteria by which proposals for expansion of the LPA will be allowed by the City Council and the Board of County Commissioners.

(1) Transfer of Development Rights - (TDR) receiving sites, in accordance with the Longmont TDR IGA, and TDR sending sites in accordance with the map attached thereto.

(2) Major Industrial User -if land inside LPA does not meet the needs of the development. The developer must demonstrate that factors other than land price preclude building within the LPA.

(3) Changes in the rural character of land (e.g.,existing unincorporated residential subdivisions) outside the LPA that would be better served by the urban structure of Longmont (e.g., creation of significant institutional uses or the presence of existing residential subdivisions on surrounding unincorporated area properties).

(4) Enclaves of more than one home site per five (5) acres and which result from annexation that has left county property an island surrounded by Longmont, and where the provision of infrastructure from the City of Longmont would be more beneficial to property owners.

(d) Longmont Planning Area: The Map portion of this Plan identifies areas encompassing the LPA, which are currently located within unincorporated Boulder County but which may in the future and possibly during the term of this Agreement, be annexed to the City of Longmont. By authorizing the execution of this Agreement, Boulder County finds and declares that a community of interest in the area designated as the LPA on Exhibit A of this Plan, which is attached hereto and incorporated herein, exists with the City of Longmont.

(e) Any property located within the current municipal limits of Longmont, and any property which hereafter annexes to Longmont in accordance with the provisions of this Agreement, which subsequently is disconnected from the municipality, shall thereafter, for purposes of this Agreement, continue to be within the LPA unless excluded by action of the City.

3. OPEN SPACE.

(a) Any of the lands shown on the attached Exhibit A of the Plan outside the LPA may be acquired as open space by either of the Parties.

(b) Boulder County agrees that, for the term of this Agreement, it will not purchase any of the lands within the LPA for open space purposes , excepting only those lands which are designated "open space" on the Longmont Area Comprehensive Plan or otherwise changed to open space pursuant to an LACP amendment, and excepting those lands which are currently under contract or for which a letter of intent has been sent to the owner and which have been referred to the City of Longmont. Nothing in this section is intended to affect the continued ownership and maintenance of open space lands within the LPA which Boulder County currently

owns or which are currently under contract with Boulder County or for which a letter of intent has been sent to the owner, and which have been referred to the City for comment.

(c) For lands within the LPA upon which Boulder County currently owns a conservation easement (identified on Exhibit A), Longmont agrees that it will annex said land only after release of the conservation easement thereon by Boulder County (except for those easements which automatically terminate upon annexation by any municipality) and will thereafter approve development of said land only in accordance with the provisions for TDR receiving and sending sites in the Longmont TDR Comprehensive Development Plan Intergovernmental Agreement (hereinafter "TDR Agreement") previously executed by these Parties. Upon expiration of said TDR Agreement and for the term of this Agreement, these lands will continue to be governed by the provisions of the TDR Agreement, said provisions being incorporated into this Agreement as if fully set forth herein. It is the intent of the Parties that this Agreement, and to the extent cross-referenced herein the Longmont TDR IGA, be and is the sole mutually adopted comprehensive plan related to these lands. However, nothing herein shall be construed to rescind Longmont's adoption and application of its comprehensive plan(s) to these lands.

4. CITY OF LONGMONT UTILITIES

It will be necessary for the City to seek additional water supplies, water storage, and water and sewer transportation and treatment facilities, both within and without the Plan Area. The areas designated in the Map portion of Exhibit A as the LPA shall be deemed to be the City's "Service Area" for all purposes, including, but not limited to, Boulder County's Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code. To the extent such supplies and facilities are necessary to serve development within the LPA which is consistent with the provisions of this Agreement, the County agrees to use its best efforts in good faith to take action under any permitting requirements without undue delay, recognizing applications for such permits as being in conformance with this comprehensive development plan.

To this end, the County agrees that the City, in applying for such permits under the provisions of the Regulation of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code, shall not be required to demonstrate compliance with the following provisions of said Regulation: Sections 8-511 (B) (2), (9) & (10), (C), (D) (1) & (2) (a), (E) & (F). Section 8-511 (B) (4) shall only be applicable to sanitary sewerage facilities. Section 8-511(B) (6) shall apply to site location, construction and operation of facilities within areas designated on Maps 2, 3 & 4 of the Boulder County Comprehensive Plan, and with respect to other areas shall be limited in its application to construction and operation of such facilities. The application of Section 8-511 (B) (6) concerning archeological resources shall be limited to a determination whether archeologically-significant resources will be negatively impacted by the proposed project, and if so, provide for mitigation of those impacts. The application of Section 8-511 (6) concerning geologic hazards shall be limited to resolution of floodplain issues. The remaining portions of Section 8-511 shall only be applicable to the direct, site specific, impacts of the proposal. The County through the Board of County Commissioners finds, pursuant to Section 8-504 of the Boulder County Land Use Code, that this intergovernmental agreement shall serve in

lieu of review of permit applications under those regulations of Article 8, Section 5 of the County land Use Code which are limited herein, to the extent of such limitations.

5. IMPLEMENTATION PROCEDURES.

A plan amendment, agreed to by both the city and county must occur in order to annex, allow any use or development, or acquire for open space any parcel within the Plan Area where such annexation, use or development, or acquisition does not comply with the Plan.

The Parties each agree to undertake all steps to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. The Parties agree that, in adopting such procedures, plans, policies, ordinances or regulations, each will give the other Party sufficient advance notice of such action as will enable such Party, if it so desires, to comment upon the planned actions of that Party.

6. REFERRALS

(a) Any application for annexation or development on any parcel outside the LPA, and/or any proposal for acquisition of open space within the LPA, shall be referred in writing to the other Party, and no action shall be taken thereon by the referring Party until the receiving Party has had the opportunity to respond concerning the proposal's conformity to this Plan and any other land use concerns, provided those comments are made within existing state and local regulations regarding the processing of the application. All such responses shall be sent within 30 days of the date of receipt of the referral by the receiving Party.

(b) The City shall refer in writing to the County, any application for annexation and/or development, for an amendment to the Longmont Area Comprehensive Plan, for any parcel within the LPA and outside of the Municipal Service Area, unless otherwise determined through this Agreement.

(c) The County shall refer in writing to the City, any application for discretionary development and/or amendment to the Boulder County Comprehensive Plan for any parcel within the St. Vrain Valley Planning Area, Longmont Planning Area, or Municipal Service area unless otherwise determined through this Agreement.

(d) Annexation applications of 10 or more acres within the LPA, and Longmont Area Comprehensive Plan amendments shall adhere to the following referral process unless otherwise determined through this Agreement:

(I) The staff of the referring party shall send the receiving party the pertinent information.

(ii) The staff of the receiving party shall have 30 days from the date of receipt of the referral to respond in writing to the referring party, unless otherwise required by state statute. The receiving party will call the sending party for clarification on questions and to give an idea of issues before sending formal comments. If the referring party does not receive a response within the 30 day period, the referring party may assume that the receiving party has no conflict with the proposal.

(e) Annexation applications of less than 10 acres within the LPA and County discretionary review processes other than PUD development, shall adhere to the following referral process unless otherwise determined through this Agreement:

(I) The staff of the referring party shall mail the receiving party the pertinent information .

(ii) The staff of the receiving party shall have 14 days from the date of receipt of the referral to respond in writing to the referring party, unless otherwise required by state statute. The receiving party will call the sending party for clarification on questions and to give an idea on issues before sending formal comments. If the referring party does not receive a response within the 14 day period, the referring party may assume that the receiving party has no conflict with the proposal.

(f) Every six months, each party shall provide the other party with a written notice of the status of each referral, including by not limited to, the status of the proposal within the approval process and, if applicable, the final density approved for a proposal.

7. AMENDMENTS.

This Plan contains the entire agreement between the Parties. Any proposed amendment of the Plan affecting the jurisdiction over lands or the development regulation of lands must be referred to the other Party by the Regulatory Party. The "Regulatory Party" is hereby defined as the Party having final land use or annexation approval jurisdiction, as the context requires. Amendment of the Plan shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law. The Regulatory Party shall not approve nor permit any development or change of use of any parcel in the Plan Area by any means in a manner inconsistent with this Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan.

8. NON-SEVERABILITY.

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

9. BENEFICIARIES.

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

10. ENFORCEMENT.

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

11. DEFENSE OF CLAIMS/INDEMNIFICATION.

If any person allegedly aggrieved by any provision of the Plan and who is not a Party to the Plan should sue any Party concerning such Plan provision, Boulder County shall, and any other Party may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the Party providing such defense.

In the event that any person not a Party to the Plan should obtain a final money judgment against any Party who is the Regulatory Party for the diminution in value of any regulated parcel resulting from regulations in the Plan or regulations adopted by such Party implementing the Plan, Boulder County shall, to the extent permitted by law, indemnify such Party for the amount of said judgment.

12. GOVERNING LAW AND VENUE.

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

13. TERM AND EFFECTIVE DATE.

This Agreement shall become effective upon signature of an authorized representative of the governing bodies of the Parties. Except as provided herein, this Agreement shall remain in effect for a period of ten (10) years from the effective date, unless terminated prior thereto by agreement of all the Parties or pursuant to the terms of section 7 above.

14. PARTY REPRESENTATIVES.

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

ENTITY:	REPRESENTATIVE:
County of Boulder	Director, Land Use Department P.O. Box 471 Boulder, CO 80306
City of Longmont	Director of Community Development Civic Center Complex Third and Kimbark Longmont, CO 80501

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

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

CITY OF LONGMONT

By Leona Stoecker 6/10/97
Leona Stoecker, Mayor Date

ATTEST:

Ellen Gonzales (Deputy)
City Clerk

APPROVED AS TO FORM:

~~Clay Douglas,~~ City Attorney
Deputy City Attorney

COUNTY OF BOULDER
BY: BOARD OF COUNTY COMMISSIONERS

Ronald K Stewart 6/19/97
Ronald K. Stewart, Chair Date

ATTEST:

Susan M. Ashcraft
Clerk to the Board

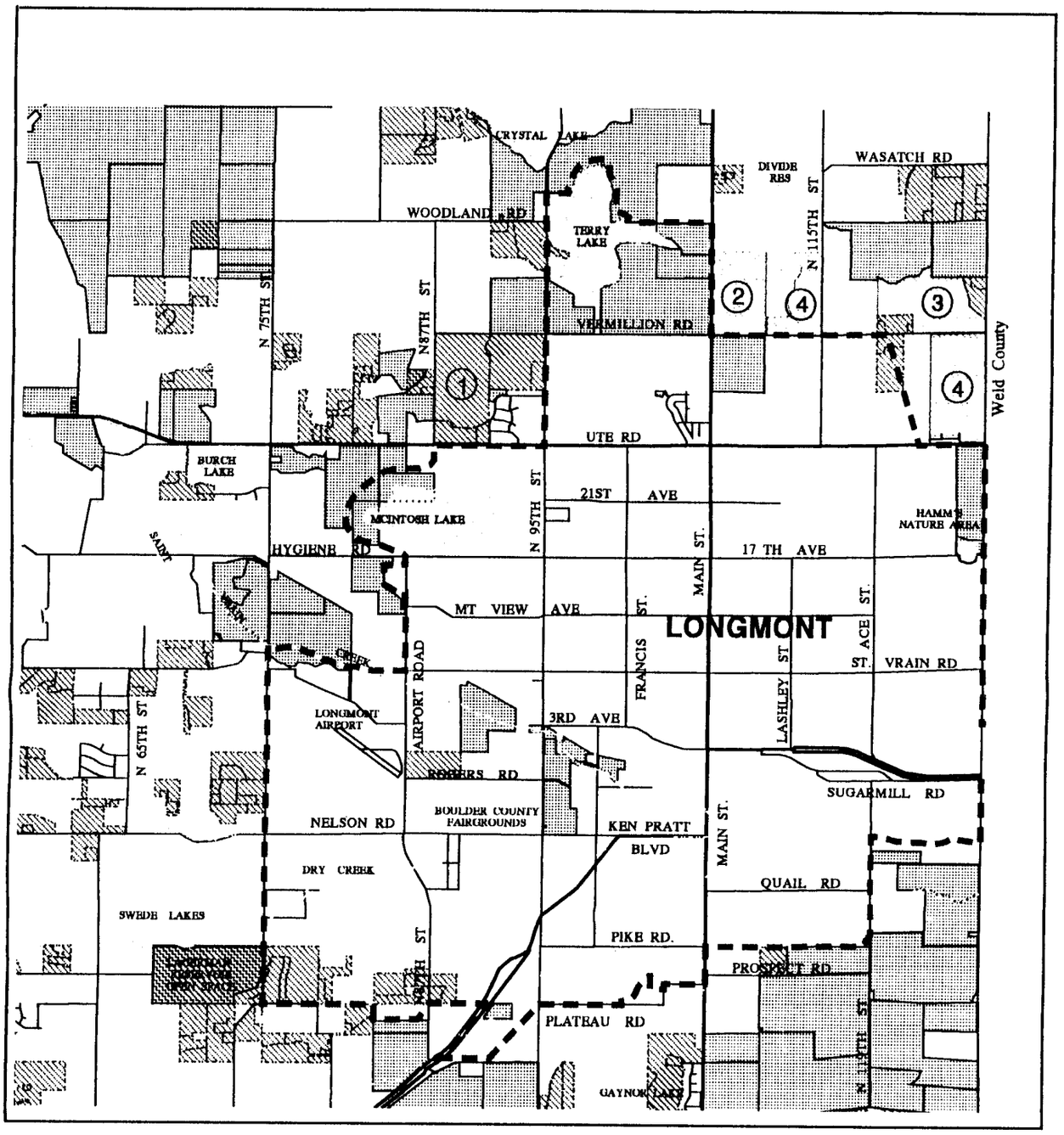
APPROVED AS TO FORM:

H. Lawrence Hoyt, County Attorney

SEAL OF BOULDER COUNTY, COLORADO

L:\DELVECCHIGA1.WPD
June 4, 1997

LONGMONT AREA
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A



1 0 1 2 Miles

Boulder County

North

Longmont Planning Area Boundary

Open Space

NUPUD

1) Soon to be recorded Dirks Dairy Sub. with 200ac +/- conservation easement

Other Fully Developed Areas

2) 35 acre country estate sub. with covenants about further division, setback from highway, etc.
3) 35 acre country estate subdivision
4) Numerous smaller acreages with single family homes

Note: Boulder County is negotiating for additional properties in this vicinity outside the Longmont Planning Area.

© 1997 County of Boulder, Colorado. All Rights Reserved.
This Map Is For Illustrative Purposes Only.

Map Compiled 05/08/97 by A. Hargis
Boulder County Land Use Dept.

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[FIRST AMENDED]
LONGMONT PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement by and between the City of Longmont, a Colorado home rule municipal corporation (Longmont), and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (collectively the "Parties") is made to be effective on the 19th day of June, 1997.

WITNESSETH:

WHEREAS, §29-20-101 et seq., CRS as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local (i.e., City and County) governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, in order to ensure that the unique and individual character of Longmont and of the rural area within Boulder County outside the Longmont Planning Area (hereinafter "the LPA") are preserved, the Parties believe that a comprehensive development plan which recognizes the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space, accompanied by a commitment by Longmont for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the Parties find that the acquisition of open space by Boulder County within the LPA does not serve the public interest in that Longmont's plan for infrastructure and other services to the LPA should occur without unanticipated interruptions brought by open space purchases within the LPA: and

WHEREAS, the Parties find that providing for the area outside the LPA within Boulder County to remain as rural in character through the term of this Agreement for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, with respect to the annexation provisions herein, the City of Longmont declares that the area outside the LPA within Boulder County is not appropriate for urban development, unless certain criteria are met, during the term of this Agreement; and

WHEREAS, consistent with the municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement, including specifically the annexation and open space portions hereof, is intended to encourage the natural and well-ordered future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom; to extend government services and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas; to simplify the governmental structure of the affected areas; to reduce and avoid, where possible, friction between the Parties; and to promote the economic viability of the Parties; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; part 1 of article 12 of title 31; and parts 2 and 3 of article 23 of title 31; CRS, as amended; and

WHEREAS, § 29-1-201, et seq., CRS, as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the "Plan Area", as shown on the map attached hereto as Exhibit A; and

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

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

1. LONGMONT PLANNING AREA (LPA) COMPREHENSIVE DEVELOPMENT PLAN.

This Agreement, including the Map attached hereto as Exhibit A, is adopted by the Parties as the Longmont Planning Area (LPA) Comprehensive Development Plan (the "Plan") governing the Plan Area. The "Plan Area" is hereby defined as the unincorporated area of Boulder County outside the Longmont Planning Area as shown on Exhibit A, or as subsequently amended in accordance with this Agreement.

2. ANNEXATION PROVISIONS.

(a) Longmont agrees that it will disclose to Boulder County any and all instances in which they receive an application for annexation of land outside the LPA within Boulder County. Further, Longmont commits that it is not currently pursuing any annexations within the Rural Preservation Area. Also, Boulder County commits that it will not actively pursue open space acquisitions in the LPA not currently designated as open space.

(b) The area outside the LPA is intended to remain in Boulder County's regulatory jurisdiction for the term of this Agreement, unless changed by mutual agreement of the Parties. Further, the City Council of the City of Longmont, by authorizing the execution of this Agreement, finds and determines that there is no community of interest between said area and the City for the term of this Agreement, and the City will annex lands outside the LPA within Boulder County only pursuant to mutual agreement of the Parties.

(c) The City agrees that, during the term of this Agreement, it will expand the LPA within Boulder County only pursuant to mutual agreement of the Parties. Expansion would include only properties adjacent to the then existing LPA boundary, and would not be comprised of flagpoles to nonadjacent properties. The City and Boulder County agree to the following set of criteria by which proposals for expansion of the LPA will be allowed by the City Council and the Board of County Commissioners.

(1) Transfer of Development Rights - (TDR) receiving sites, in accordance with the Longmont TDR IGA, and TDR sending sites in accordance with the map attached thereto.

(2) Major Industrial User -if land inside LPA does not meet the needs of the development. The developer must demonstrate that factors other than land price preclude building within the LPA.

(3) Changes in the rural character of land (e.g., existing unincorporated residential subdivisions) outside the LPA that would be better served by the urban structure of Longmont (e.g., creation of significant institutional uses or the presence of existing residential subdivisions on surrounding unincorporated area properties).

(4) Enclaves of more than one home site per five (5) acres and which result from annexation that has left county property an island surrounded by Longmont, and where the provision of infrastructure from the City of Longmont would be more beneficial to property owners.

(d) Longmont Planning Area: The Map portion of this Plan identifies areas encompassing the LPA, which are currently located within unincorporated Boulder County but which may in the future and possibly during the term of this Agreement, be annexed to the City of Longmont. By authorizing the execution of this Agreement, Boulder County finds and declares that a community of interest in the area designated as the LPA on Exhibit A of this Plan, which is attached hereto and incorporated herein, exists with the City of Longmont.

(e) Any property located within the current municipal limits of Longmont, and any property which hereafter annexes to Longmont in accordance with the provisions of this Agreement, which subsequently is disconnected from the municipality, shall

thereafter, for purposes of this Agreement, continue to be within the LPA unless excluded by action of the City.

3. OPEN SPACE.

(a) Any of the lands shown on the attached Exhibit A of the Plan outside the LPA may be acquired as open space by either of the Parties.

(b) Boulder County agrees that, for the term of this Agreement, it will not purchase any of the lands within the LPA for open space purposes, excepting only those lands which are designated "open space" on the Longmont Area Comprehensive Plan or otherwise changed to open space pursuant to an LACP amendment, and excepting those lands which are currently under contract or for which a letter of intent has been sent to the owner and which have been referred to the City of Longmont. Nothing in this section is intended to affect the continued ownership and maintenance of open space lands within the LPA which Boulder County currently owns or which are currently under contract with Boulder County or for which a letter of intent has been sent to the owner, and which have been referred to the City for comment.

(c) For lands within the LPA upon which Boulder County currently owns a conservation easement (identified on Exhibit A), Longmont agrees that it will annex said land only after release of the conservation easement thereon by Boulder County (except for those easements which automatically terminate upon annexation by any municipality) and will thereafter approve development of said land only in accordance with the provisions for TDR receiving and sending sites in the Longmont TDR Comprehensive Development Plan Intergovernmental Agreement (hereinafter "TDR Agreement") previously executed by these Parties. Upon expiration of said TDR Agreement and for the term of this Agreement, these lands will continue to be governed by the provisions of the TDR Agreement, said provisions being incorporated into this Agreement as if fully set forth herein. It is the intent of the Parties that this Agreement, and to the extent cross-referenced herein the Longmont TDR IGA, be and is the sole mutually adopted comprehensive plan related to these lands. However, nothing herein shall be construed to rescind Longmont's adoption and application of its comprehensive plan(s) to these lands.

[(d) In the event Boulder County purchases 40 acres of John M. Keyes Trust farm, located within the LPA, Boulder County agrees it will provide Longmont the right-of-way necessary for the extension of Pike Road across said parcel upon such terms and conditions as are mutually agreed, including at least 120 foot width for an arterial street, and located as shown on the Longmont Comprehensive Plan, unless otherwise mutually agreed. Boulder County further agrees to allow Longmont to construct, operate, and maintain a trail under its St. Vrain River Greenways program, across the Keyes parcel through which the St Vrain River runs.]

4. CITY OF LONGMONT UTILITIES *[AND ARTERIAL HIGHWAYS]*

It will be necessary for the City to seek additional water supplies, water storage, and water and sewer transportation and treatment facilities, both within and without the Plan Area. The areas designated in the Map portion of Exhibit A as the LPA shall be deemed to be the City's "Service Area" for all purposes, including, but not limited to,

Boulder County's Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code. To the extent such supplies and facilities are necessary to serve development within the LPA which is consistent with the provisions of this Agreement, the County agrees to use its best efforts in good faith to take action under any permitting requirements without undue delay, recognizing applications for such permits as being in conformance with this comprehensive development plan.

To this end, the County agrees that the City, in applying for such permits under the provisions of the Regulation of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code, shall not be required to demonstrate compliance with the following provisions of said Regulation: Sections 8-511 (B) (2), (9) & (10), (C), (D) (1) & (2) (a), (E) & (F). Section 8-511 (B) (4) shall only be applicable to sanitary sewerage facilities. Section 8-511 (B) (6) shall apply to site location, construction and operation of facilities within areas designated on Maps 2, 3 & 4 of the Boulder County Comprehensive Plan, and with respect to other areas shall be limited in its application to construction and operation of such facilities. The application of Section 8-511 (B) (6) concerning archeological resources shall be limited to a determination whether archaeologically-significant resources will be negatively impacted by the proposed project, and if so, provide for mitigation of those impacts. The application of Section 8-511 (6) concerning geologic hazards shall be limited to resolution of floodplain issues. The remaining portions of Section 8-511 shall only be applicable to the direct, site specific, impacts of the proposal. The County through the Board of County Commissioners finds, pursuant to Section 8-504 of the Boulder County Land Use Code, that this intergovernmental agreement shall serve in lieu of review of permit applications under those regulations of Article 8, Section 5 of the County land Use Code which are limited herein, to the extent of such limitations. *[Section 8-407 shall exempt all upgrades to existing facilities that are required maintenance or otherwise required by federal, state, or County regulations, including repairing and/or replacing old or outdated equipment, or installing installing new equipment, provided the improvements do not expand levels of service beyond the design capacity, and provided further that the upgrade does not alter the location of the existing facility.*

Boulder County agrees to exempt Longmont from the Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code, if Boulder County passes amendments to those regulations governing arterial highways and interchanges. Specifically, this exemption shall apply to:

(a) the site section and construction of arterial highways and interchanges by Longmont within the LPA, which are designated on the Longmont Comprehensive Plan as adopted as of the effective date of this Agreement; and

(b) areas around arterial highway interchanges (as those areas are defined in the County's regulations). which interchanges are designated on the Longmont Comprehensive Plan, as adopted as of the date of this Agreement.]

5. IMPLEMENTATION PROCEDURES.

A plan amendment, agreed to by both the city and county must occur in order to annex, allow any use or development, or acquire for open space any parcel within the

Plan Area where such annexation, use or development, or acquisition does not comply with the Plan.

The Parties each agree to undertake all steps to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. The Parties agree that, in adopting such procedures, plans, policies, ordinances or regulations, each will give the other Party sufficient advance notice of such action as will enable such Party, if it so desires, to comment upon the planned actions of that Party.

6. REFERRALS

(a) Any application for annexation or development on any parcel outside the LPA, and/or any proposal for acquisition of open space within the LPA, shall be referred in writing to the other Party, and no action shall be taken thereon by the referring Party until the receiving Party has had the opportunity to respond concerning the proposal's conformity to this Plan and any other land use concerns, provided those comments are made within existing state and local regulations regarding the processing of the application. All such responses shall be sent within 30 days of the date of receipt of the referral by the receiving Party.

(b) The City shall refer in writing to the County, any application for annexation and/or development, for an amendment to the Longmont Comprehensive Plan, for any parcel within the LPA and outside of the Municipal Service Area, unless otherwise determined through this Agreement.

(c) The County shall refer in writing to the City, any application for discretionary development and/or amendment to the Boulder County Comprehensive Plan for any parcel within the St. Vrain Valley Planning Area, Longmont Planning Area, or Municipal Service area unless otherwise determined through this Agreement.

(d) Annexation applications of 10 or more acres within the LPA, and Longmont Area Comprehensive Plan amendments shall adhere to the following referral process unless otherwise determined through this Agreement:

(I) The staff of the referring party shall send the receiving party the pertinent information.

(ii) The staff of the receiving party shall have 30 days from the date of receipt of the referral to respond in writing to the referring party, unless otherwise required by state statute. The receiving party will call the sending party for clarification on questions and to give an idea of issues before sending formal comments. If the referring party does not receive a response within the 30 day period, the referring party may assume that the receiving party has no conflict with the proposal.

(c) Annexation applications of less than 10 acres within the LPA and County discretionary review processes other than PUD development, shall adhere to the following referral process unless otherwise determined through this Agreement:

(I) The staff of the receiving party shall mail the receiving party, the pertinent information.

(ii) The staff of the receiving party shall have 14 days from the date of receipt of the referral to respond in writing to the referring party, unless

otherwise required by state statute. The receiving party will call the sending party for clarification on questions and to give an idea on issues before sending formal comments. If the referring party does not receive a response within the 14 day period, the referring party may assume that the receiving party has no conflict with the proposal.

(f) Every six months, each party shall provide the other party with a written notice of the status of each referral, including by not limited to, the status of the proposal within the approval process and, if applicable, the final density approved for a proposal.

7. AMENDMENTS.

This Plan contains the entire agreement between the Parties. Any proposed amendment of the Plan affecting the jurisdiction over lands or the development regulation of lands must be referred to the other Party by the Regulatory Party. The "Regulatory Party" is hereby defined as the Party having final land use or annexation approval jurisdiction, as the context requires. Amendment of the Plan shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law. The Regulatory Party shall not approve nor permit any development or change of use of any parcel in the Plan by any means in a manner inconsistent with this Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan.

8. NON-SEVERABILITY.

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

9. BENEFICIARIES.

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

10. ENFORCEMENT.

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

11. DEFENSE OF CLAIMS/INDEMNIFICATION.

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

shall, and any other Party may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the Party providing such defense.

In the event that any person not a Party to the Plan should obtain a final money judgment against any Party who is the Regulatory Party for the diminution in value of any regulated parcel resulting from regulations in the Plan or regulations adopted by such Party implementing the Plan, Boulder County shall, to the extent permitted by law, indemnify such Party for the amount of said judgment.

12. GOVERNING LAW AND VENUE.

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

13. TERM AND EFFECTIVE DATE.

This Agreement shall become effective upon signature of an authorized representative of the governing bodies of the Parties. Except as provided herein, this Agreement shall remain in effect for a period of ten (10) years ~~{from the effective date, }~~*[, until June 19, 2007,]* unless terminated prior thereto by agreement of all the Parties or pursuant to the terms of section 7 above.

14. PARTY REPRESENTATIVES.

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

ENTITY: REPRESENTATIVE:

County of Boulder Director, Land Use Department P.O. Box 471
Boulder, CO 80306

City of Longmont Director of Community Development
Civic Center Complex
Third and Kimbark
Longmont, CO 80501

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

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

CITY OF LONGMONT

By: Leona Stoecker
Leona Stoecker, Mayor

ATTEST:

Valeria L. Skitt
City Clerk

APPROVED AS TO FORM:

James W. Rauch
Deputy City Attorney

COUNTY OF BOULDER
BY: BOARD OF COUNTY COMMISSIONERS

Ronald K Stewart
Ronald K. Stewart, Chair

ATTEST:

Susan M. Ashcraft
Clerk to the Board

APPROVED AS TO FORM:

H. Lawrence Hoyt
County Attorney

EXHIBIT G

ORDINANCE O-2000-38

A BILL FOR AN ORDINANCE AUTHORIZING THE SECOND AMENDMENT TO THE LONGMONT PLANNING AREA COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT AND THE COUNTY OF BOULDER

THE COUNCIL OF THE CITY OF LONGMONT, COLORADO, ORDAINS:

Section 1

THE CITY COUNCIL OF LONGMONT FINDS:

1. The City of Longmont and Boulder County entered into the Longmont Planning Area Comprehensive Development Plan Intergovernmental Agreement on June 19, 1997, which provides, in part, that Boulder County may purchase open space within Longmont's planning area only upon the agreement of the City.

2. The current procedure requires that Longmont's consent to purchase may only be obtained by an amendment to the Agreement.

3. The City and the County desire to amend the Agreement to simplify the process of obtaining the City of Longmont's consent to purchase open space within the Longmont planning area.

E. This Intergovernmental Agreement is reasonably necessary to protect, enhance and preserve the public health, safety and welfare of the City of Longmont's citizens.

Section 2

The Council amends section 3(b) of the Longmont Planning Area Comprehensive Development Plan Intergovernmental Agreement, by adding italicized material and deleting stricken

material, to read as follows:

3. OPEN SPACE.

(b) Boulder County agrees that, for the term of this Agreement, it will not purchase any of the lands within the LPA for open space purposes, excepting only those lands which are designated "open space" on the Longmont Area Comprehensive Plan or otherwise changed to open space pursuant to an LACP amendment, and excepting those lands which are currently under contract or for which a letter of intent has been sent to the owner and which have been referred to the City of Longmont *and except for those lands for which the consent of the City Council has been obtained as provided in section 5.* Nothing in this section is intended to affect the continued ownership and maintenance of open space lands within the LPA which Boulder County currently owns or which are currently under contract with Boulder County or for which a letter of intent has been sent to the owner, and which have been referred to the City for comment.

Section 3

The Council amends section 5 of the Longmont Planning Area Comprehensive Development Plan Intergovernmental Agreement, by adding italicized material and deleting stricken material, to read as follows:

5. IMPLEMENTATION PROCEDURES.

A plan amendment, agreed to by both the city and county must occur in order to annex, *or* allow any use or development~~, or acquirefor open space~~ *of* any parcel within the Plan Area where such annexation~~,~~ *or* use or development~~, or acquisition~~ does not comply with the Plan. *Where the County seeks to acquire land for open*

space within the LPA after referral as provided in section 6(a), the City Council may, by resolution, agree to such acquisition and may condition its consent, and substantial compliance with such conditions shall be required for such acquisition to proceed.

The Parties each agree to undertake all steps to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. The Parties agree that, in adopting such procedures, plans, policies, ordinances or regulations, each will give the other Party sufficient advance notice of such action as will enable such Party, if it so desires, to comment upon the planned actions of that Party.

Section 4

The terms and conditions of the Agreement not modified by this Amendment remain in full force and effect, and the Agreement and this Amendment No. 2 shall be construed as one contract and the context of each shall be determined from consideration of the other.

Section 5

To the extent only that they conflict with this ordinance, the Council repeals any conflicting ordinances or parts of ordinances. The provisions of this ordinance are severable, and invalidity of any part shall not affect the validity or effectiveness of the rest of this ordinance.

Introduced this 25th day of July, 2000.

Passed and adopted this 8th day of August, 2000.

EXHIBIT G

Leona Stoecker
MAYOR

ATTEST:

Valeria L. Skitt
CITY CLERK

CITY OF LONGMONT COLORADO

APPROVED AS TO FORM:

James W. Rauch
DEPUTY CITY ATTORNEY

7/20/00
DATE

Nancy R. Russell
PROOF READ

7-20-00
DATE

APPROVED AS TO FORM AND SUBSTANCE:

Joe DeMarco
ORIGINATING DEPARTMENT

7/20/00
DATE

NOTICE: PUBLIC HEARING ON THE ABOVE ORDINANCE WILL BE HELD ON Aug. 8th, 2000, IN THE CITY COUNCIL CHAMBERS AT 7:00 P.M.

RESOLUTION NO. 2000-132

CONCERNING AMENDING THE LONGMONT PLANNING AREA COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT TO SIMPLIFY CONSENT TO OPEN SPACE ACQUISITIONS

WHEREAS, the City of Longmont and Boulder County entered into the Longmont Planning Area Comprehensive Development Plan Intergovernmental Agreement on June 19, 1997, which provides, in part, that Boulder County may purchase open space within Longmont's planning area only upon the agreement of the City; and

WHEREAS, the current procedure requires that Longmont's consent to purchase may only be obtained by an amendment to the Agreement; and

WHEREAS, the City and the County desire to amend the Agreement to simplify the process of obtaining the City of Longmont's consent to purchase open space within the Longmont planning area; and

WHEREAS, this Intergovernmental Agreement is reasonably necessary to protect, enhance and preserve the public health, safety and welfare of the citizens of Boulder County.

NOW, THEREFORE, BE IT RESOLVED that:

1. Section 3(b) of the Longmont Planning Area Comprehensive Development Plan Intergovernmental Agreement is hereby amended to read as follows:

> 3. OPEN SPACE.
> (b) Boulder County agrees that, for the term of this Agreement, it will not purchase any of the lands within the LPA for open space purposes, excepting only those lands which are designated "open space" on the Longmont Area Comprehensive Plan or otherwise changed to open space pursuant to an LACP amendment, and excepting those lands which are currently under contract or for which a letter of intent has been sent to the owner and which have been referred to the City of Longmont and except for those lands for which the consent of the City Council has been obtained as provided in section 5. Nothing in this section is intended to affect the continued ownership and maintenance of open space lands within the LPA which Boulder County currently owns or which are currently under contract with Boulder County or for which a letter of intent has been sent to the owner, and which have been referred to the City for comment.

2. Section 5 of the Longmont Planning Area Comprehensive Development Plan Intergovernmental Agreement is hereby amended to read as follows:

> 5. IMPLEMENTATION PROCEDURES.
> A plan amendment, agreed to by both the city and county must occur in order to

annex, or allow any use or development of any parcel within the Plan Area where such annexation or use or development does not comply with the Plan. Where the County seeks to acquire land for open space within the LPA after referral as provided in section 6(a), the City Council may, by resolution, agree to such acquisition and may condition its consent, and substantial compliance with such conditions shall be required for such acquisition to proceed.

The Parties each agree to undertake all steps to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. The Parties agree that, in adopting such procedures, plans, policies, ordinances or regulations, each will give the other Party sufficient advance notice of such action as will enable such Party, if it so desires, to comment upon the planned actions of that Party.

3. The terms and conditions of the Agreement not modified by this Amendment remain in full force and effect, and the Agreement and this Amendment No. 2 shall be construed as one contract and the context of each shall be determined from consideration of the other.

4. This Amendment No. 2 shall take effect immediately upon its approval by the Board of County Commissioners, its approval from the Longmont City Council having been previously obtained in Ordinance O-2000-38.

ADOPTED this 29th day of August, 2000, by the Board of County Commissioners of the County of Boulder, State of Colorado.

(SEAL)

ATTEST:

Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY

Ronald K. Stewart, Chair

Jana L. Mendez, Vice-Chair

Paul D. Danish, Commissioner

THIRD AMENDED
LONGMONT PLANNING AREA
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement by and between the City of Longmont, a Colorado home rule municipal corporation (Longmont), and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (collectively the "Parties").

WITNESSETH:

WHEREAS, §29-20-101 et seq., CRS as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local (i.e., City and County) governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, in order to ensure that the unique and individual character of Longmont and of the rural area within Boulder County outside the Longmont Planning Area (hereinafter "the LPA") are preserved, the Parties believe that a comprehensive development plan which recognizes the area of potential urbanization within the LPA which would not be interrupted by Boulder County open space, accompanied by a commitment by Longmont for the preservation of the rural character of lands surrounding the LPA within Boulder County, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the Parties find that the acquisition of open space by Boulder County within the LPA does not serve the public interest in that Longmont's plan for infrastructure and other services to the LPA should occur without unanticipated interruptions brought by open space purchases within the LPA: and

WHEREAS, the Parties find that providing for the area outside the LPA within Boulder County to remain as rural in character through the term of this Agreement for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, with respect to the annexation provisions herein, the City of Longmont declares that the area outside the LPA within Boulder County is not appropriate for urban development, unless certain criteria are met, during the term of this Agreement; and

WHEREAS, consistent with the municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement, including specifically the annexation and open space portions hereof, is intended to encourage the natural and well-ordered

future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom; to extend government services and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas; to simplify the governmental structure of the affected areas; to reduce and avoid, where possible, friction between the Parties; and to promote the economic viability of the Parties; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; part 1 of article 12 of title 31; and parts 2 and 3 of article 23 of title 31; CRS, as amended; and

WHEREAS, §29-1-201, et seq., CRS, as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the "Plan Area", as shown on the map attached hereto as Exhibit A; and

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

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

1. LONGMONT PLANNING AREA (LPA) COMPREHENSIVE DEVELOPMENT PLAN.

This Agreement, including the Map attached hereto as Exhibit A, is adopted by the Parties as the Longmont Planning Area (LPA) Comprehensive Development Plan (the "Plan") governing the Plan Area. The "Plan Area" is hereby defined as the unincorporated area of Boulder County outside the Longmont Planning Area as shown on Exhibit A, or as subsequently amended in accordance with this Agreement.

2. ANNEXATION PROVISIONS.

(a) Longmont agrees that it will disclose to Boulder County any and all instances in which they receive an application for annexation of land outside the LPA within Boulder County. Further, Longmont commits that it is not currently pursuing any annexations within the Rural Preservation Area. Also, Boulder County commits that it

will not actively pursue open space acquisitions in the LPA not currently designated as open space.

(b) The area outside the LPA is intended to remain in Boulder County's regulatory jurisdiction for the term of this Agreement, unless changed by mutual agreement of the Parties. Further, the City Council of the City of Longmont, by authorizing the execution of this Agreement, finds and determines that there is no community of interest between said area and the City for the term of this Agreement, and the City will annex lands outside the LPA within Boulder County only pursuant to mutual agreement of the Parties.

(c) The City agrees that, during the term of this Agreement, it will expand the LPA within Boulder County only pursuant to mutual agreement of the Parties. Expansion would include only properties adjacent to the then existing LPA boundary, and would not be comprised of flagpoles to nonadjacent properties. The City and Boulder County agree to the following set of criteria by which proposals for expansion of the LPA will be allowed by the City Council and the Board of County Commissioners.

(1) Transfer of Development Rights - (TDR) receiving sites, in accordance with the Longmont TDR IGA, and TDR sending sites in accordance with the map attached thereto.

(2) Major Industrial User -if land inside LPA does not meet the needs of the development. The developer must demonstrate that factors other than land price preclude building within the LPA.

(3) Changes in the rural character of land (e.g., existing unincorporated residential subdivisions) outside the LPA that would be better served by the urban structure of Longmont (e.g., creation of significant institutional uses or the presence of existing residential subdivisions on surrounding unincorporated area properties).

(4) Enclaves of more than one home site per five (5) acres and which result from annexation that has left county property an island surrounded by Longmont, and where the provision of infrastructure from the City of Longmont would be more beneficial to property owners.

(d) Longmont Planning Area: The Map portion of this Plan identifies areas encompassing the LPA, which are currently located within unincorporated Boulder County but which may in the future and possibly during the term of this Agreement, be annexed to the City of Longmont. By authorizing the execution of this Agreement, Boulder County finds and declares that a community of interest in the area designated as the LPA on Exhibit A of this Plan, which is attached hereto and incorporated herein, exists with the City of Longmont.

(e) Any property located within the current municipal limits of Longmont, and any property which hereafter annexes to Longmont in accordance with the provisions of this Agreement, which subsequently is disconnected from the municipality, shall thereafter, for purposes of this Agreement, continue to be within the LPA unless excluded by action of the City.

3. OPEN SPACE.

(a) Any of the lands shown on the attached Exhibit A of the Plan outside the LPA may be acquired as open space by either of the Parties.

(b) Boulder County agrees that, for the term of this Agreement, it will not purchase any of the lands within the LPA for open space purposes, excepting only those lands which are designated "open space" on the Longmont Area Comprehensive Plan or otherwise changed to open space pursuant to an LACP amendment, and excepting those lands which are currently under contract or for which a letter of intent has been sent to the owner and which have been referred to the City of Longmont and except for those lands for which the consent of the City Council has been obtained as provided in section 5. Nothing in this section is intended to affect the continued ownership and maintenance of open space lands within the LPA which Boulder County currently owns or which are currently under contract with Boulder County or for which a letter of intent has been sent to the owner, and which have been referred to the City for comment.

(c) For lands within the LPA upon which Boulder County currently owns a conservation easement (identified on Exhibit A), Longmont agrees that it will annex said land only after release of the conservation easement thereon by Boulder County (except for those easements which automatically terminate upon annexation by any municipality) and will thereafter approve development of said land only in accordance with the provisions for TDR receiving and sending sites in the Longmont TDR Comprehensive Development Plan Intergovernmental Agreement (hereinafter "TDR Agreement") previously executed by these Parties. Upon expiration of said TDR Agreement and for the term of this Agreement, these lands will continue to be governed by the provisions of the TDR Agreement, said provisions being incorporated into this Agreement as if fully set forth herein. It is the intent of the Parties that this Agreement, and to the extent cross-referenced herein the Longmont TDR IGA, be and is the sole mutually adopted comprehensive plan related to these lands. However, nothing herein shall be construed to rescind Longmont's adoption and application of its comprehensive plan(s) to these lands.

(d) In the event Boulder County purchases 40 acres of John M. Keyes Trust farm, located within the LPA, Boulder County agrees it will provide Longmont the right-of-way necessary for the extension of Pike Road across said parcel upon such terms and conditions as are mutually agreed, including at least 120 foot width for an arterial street, and located as shown on the Longmont Comprehensive Plan, unless otherwise mutually agreed. Boulder County further agrees to allow Longmont to construct, operate, and maintain a trail under its St. Vrain River Greenways program, across the Keyes parcel through which the St Vrain River runs.

4. CITY OF LONGMONT UTILITIES AND ARTERIAL HIGHWAYS

It will be necessary for the City to seek additional water supplies, water storage, and water and sewer transportation and treatment facilities, both within and without the Plan Area. The areas designated in the Map portion of Exhibit A as the LPA shall be deemed to be the City's "Service Area" for all purposes, including, but not limited to, Boulder County's Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code. To the extent such supplies and facilities are necessary to serve development within the LPA which is consistent with the provisions of this Agreement, the County agrees to use its best efforts in good faith to take action under any permitting requirements without undue delay, recognizing applications for such permits as being in conformance with this comprehensive development plan.

To this end, the County agrees that the City, in applying for such permits under the provisions of the Regulation of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code, shall not be required to demonstrate compliance with the following provisions of said Regulation: Sections 8-511 B.3, 10, 11, 12, 13 &14 C.1 & 2.a, D & E. Section 8-511 C.2.b shall not apply to applications for projects that involve the removal of native agricultural water rights after the effective date of this agreement from land located within the Longmont Planning Area or TDR Receiving Sites located within the TDR Area. For the purposes of this Agreement, TDR Receiving Sites and TDR Area shall have the same meanings as set forth in the Intergovernmental Agreement Between the City of Longmont and County of Boulder Concerning Transferred Development Rights which was effective as of February 5, 1996. Sections 8-511 B.5.c & d shall only be applicable to sanitary sewage facilities. Sections 8-511 B.5.b, e, f & g, B.6, 7 & 8 shall apply to site location, construction and operation of facilities within areas designated on Maps 2, 3 & 4 of the Boulder County Comprehensive Plan, and with respect to other areas shall be limited in its application to construction and operation of such facilities. The application of Section 8-511 B.7 concerning archeological resources shall be limited to a determination whether archeologically-significant resources will be negatively impacted by the proposed project, and if so, provide for mitigation of those impacts. The application of Section 8-511 B.5.h concerning geologic hazards shall be limited to resolution of floodplain issues. The remaining portions of Section 8-511 shall only be applicable to the direct, site specific, impacts of the proposal. The County through the Board of County Commissioners finds pursuant to Section 8-504 of the Boulder County Land Use Code, that this intergovernmental agreement shall serve in lieu of review of permit applications under those regulations of Article 8, Section 5 of the County land Use Code which are limited herein, to the extent of such limitations. Section 8-407 shall exempt all upgrades to existing facilities that are required maintenance or otherwise required by federal, state, or County regulations, including repairing and/or replacing old or outdated equipment, or installing new equipment, provided the improvements do not expand levels of service beyond the design capacity, and provided further that the upgrade does not alter the location of the existing facility.

Boulder County agrees to exempt Longmont from the Regulations of Areas and Activities of State Interest in Article 8 of the Boulder County Land Use Code, if Boulder County passes amendments to those regulations governing arterial highways and interchanges. Specifically, this exemption shall apply to:

(a) the site section and construction of arterial highways and interchanges by Longmont within the LPA, which are designated on the Longmont Comprehensive Plan as adopted as of the effective date of this Agreement; and

(b) areas around arterial highway interchanges (as those areas are defined in the County's regulations). which interchanges are designated on the Longmont Comprehensive Plan, as adopted as of the date of this Agreement.]

5. IMPLEMENTATION PROCEDURES.

A plan amendment agreed to by both the city and county must occur in order to annex, or allow any use or development, or acquire for open space any parcel within the

Plan Area where such annexation, use or development, or acquisition does not comply with the Plan. Where the County seeks to acquire land for open space within the LPA after referral as provided in section 6(a), the City Council may, by resolution, agree to such acquisition and may condition its consent, and substantial compliance with such conditions shall be required for such acquisition to proceed.

The Parties each agree to undertake all steps to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. The Parties agree that, in adopting such procedures, plans, policies, ordinances or regulations, each will give the other Party sufficient advance notice of such action as will enable such Party, if it so desires, to comment upon the planned actions of that Party.

6. REFERRALS

(a) Any application for annexation or development on any parcel outside the LPA, and/or any proposal for acquisition of open space within the LPA, shall be referred in writing to the other Party, and no action shall be taken thereon by the referring Party until the receiving Party has had the opportunity to respond concerning the proposal's conformity to this Plan and any other land use concerns, provided those comments are made within existing state and local regulations regarding the processing of the application. All such responses shall be sent within 30 days of the date of receipt of the referral by the receiving Party.

(b) The City shall refer in writing to the County, any application for annexation and/or development, for an amendment to the Longmont Comprehensive Plan, for any parcel within the LPA and outside of the Municipal Service Area, unless otherwise determined through this Agreement.

(c) The County shall refer in writing to the City, any application for discretionary development and/or amendment to the Boulder County Comprehensive Plan for any parcel within the St. Vrain Valley Planning Area, Longmont Planning Area, or Municipal Service Area unless otherwise determined through this Agreement.

(d) Annexation applications of 10 or more acres within the LPA, and Longmont Area Comprehensive Plan amendments shall adhere to the following referral process unless otherwise determined through this Agreement:

(i) The staff of the referring party shall send the receiving party the pertinent information.

(ii) The staff of the receiving party shall have 30 days from the date of receipt of the referral to respond in writing to the referring party, unless otherwise required by state statute. The receiving party will call the referring party for clarification on questions and to give an idea of issues before sending formal comments. If the referring party does not receive a response within the 30 day period, the referring party may assume that the receiving party has no conflict with the proposal.

(e) Annexation applications of less than 10 acres within the LPA and County discretionary review processes other than PUD development, shall adhere to the following referral process unless otherwise determined through this Agreement:

(i) The staff of the referring party shall mail the receiving party the pertinent information.

(ii) The staff of the receiving party shall have 14 days from the date of receipt of the referral to respond in writing to the referring party, unless otherwise required by state statute. The receiving party will call the referring party for clarification on questions and to give an idea on issues before sending formal comments. If the referring party does not receive a response within the 14 day period, the referring party may assume that the receiving party has no conflict with the proposal.

(f) Every six months, each party shall provide the other party with a written notice of the status of each referral, including but not limited to, the status of the proposal within the approval process and, if applicable, the final density approved for a proposal.

7. AMENDMENTS.

This Plan contains the entire agreement between the Parties. Any proposed amendment of the Plan affecting the jurisdiction over lands or the development regulation of lands must be referred to the other Party by the Regulatory Party. The "Regulatory Party" is hereby defined as the Party having final land use or annexation approval jurisdiction, as the context requires. Amendment of the Plan shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law. The Regulatory Party shall not approve nor permit any development or change of use of any parcel in the Plan by any means in a manner inconsistent with this Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan.

8. NON-SEVERABILITY.

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

9. BENEFICIARIES.

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

10. ENFORCEMENT.

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

11. DEFENSE OF CLAIMS/INDEMNIFICATION.

If any person allegedly aggrieved by any provision of the Plan and who is not a Party to the Plan should sue any Party concerning such Plan provision, Boulder County shall, and any other Party may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the Party providing such defense.

In the event that any person not a Party to the Plan should obtain a final money judgment against any Party who is the Regulatory Party for the diminution in value of any regulated parcel resulting from regulations in the Plan or regulations adopted by such Party implementing the Plan, Boulder County shall, to the extent permitted by law, indemnify such Party for the amount of said judgment.

12. GOVERNING LAW AND VENUE.

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

13. TERM AND EFFECTIVE DATE.

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

At any time until ninety days prior to the tenth anniversary of the effective date of the Agreement, either Party may give written notice to the other Party by first class certified mail that it intends to terminate the Agreement effective on that anniversary and may, accordingly, terminate the Agreement .

Each Party shall, at least 90 days before the then current expiration date, hold a duly noticed public hearing to determine whether the term of this Agreement shall be extended an additional five (5) years from the expiration date then in effect. Notices of the hearing and subsequent action of the Party shall be sent to the other Party.

14. PARTY REPRESENTATIVES.

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

ENTITY: REPRESENTATIVE:

County of Boulder
Director, Land Use Department
P.O. Box 471
Boulder, CO 80306

City of Longmont
Director of Community Development
Civic Center Complex
350 Kimbark Street
Longmont, CO 80501

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

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

CITY OF LONGMONT

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

COUNTY OF BOULDER
BY: BOARD OF COUNTY COMMISSIONERS

Paul D. Danish, Chair 8/12/2003

ATTEST:

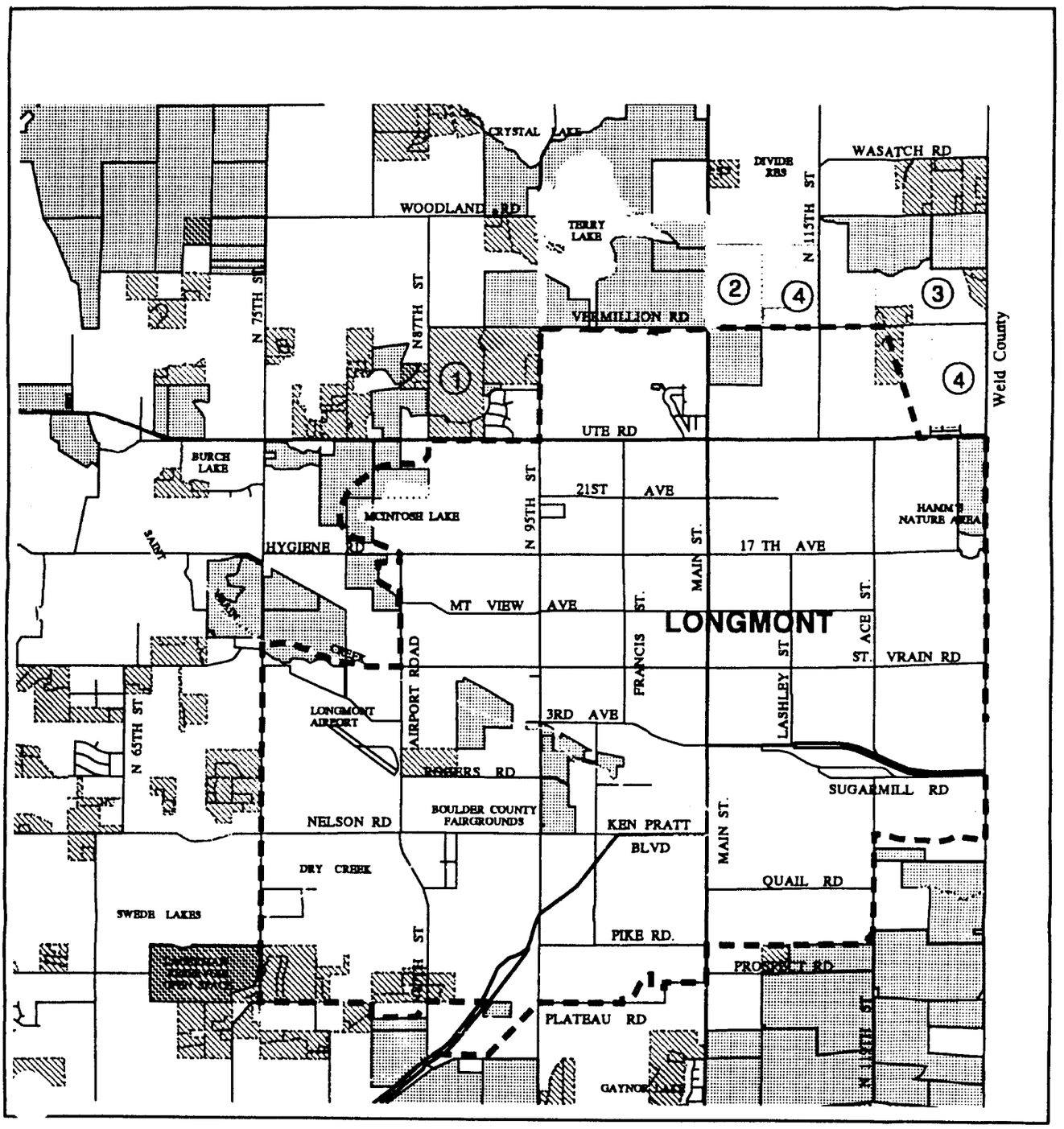
Clerk to the Board

APPROVED AS TO FORM:

County Attorney

LONGMONT AREA INTERGOVERNMENTAL AGREEMENT

EXHIBIT A



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This Map Is For Illustrative Purposes Only.

Map Compiled 05/08/97 by A. Hargis
Boulder County Land Use Dept.

EXHIBIT G
10/19/2011 03:16 PM RF: $0.00
Boulder County Clerk, CO
03178050
Page: 1 of 6
DF: $0.00

CLOVER BASIN WATER TRANSMISSION LINE, HIGHWAY 66 STORM DRAINAGE PROJECT, PESCHELL PROPERTY ANNEXATION, PIPELINE PERMITTING, AND TERM EXTENSION AMENDMENT TO THE THIRD AMENDED LONGMONT PLANNING AREA COMPREHENSIVE DEVELOPMENT PLAN AND SUPER IGA INTERGOVERNMENTAL AGREEMENTS

This Intergovernmental Agreement by and between the City of Longmont, a Colorado home rule municipal corporation (Longmont), and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (collectively the "Parties") is made and entered into to be effective October 18th, 2011.

ϕ

WITNESSETH:

WHEREAS, §29-20-101 et seq., CRS as amended, enables the Parties to enter into Intergovernmental Agreements (IGA's) to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local (i.e., City and County) governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, pursuant to §29-20-105, C.R.S., as amended, the Parties have previously entered into a succession of comprehensive development plan IGAs to limit County development approvals and open space acquisitions within the area of the Longmont Planning Area Comprehensive Plan (hereinafter the "LPA"), limit development approvals by the County in the area surrounding the LPA, and limit annexations by the City in the area outside the LPA; and

WHEREAS, the most recent iteration of said IGA is the Third Amended Longmont Planning Area Comprehensive Development Plan IGA (hereinafter "Third Amended IGA"), which, since its approval by the Parties in 2008 has been amended by the PUMA 66/Lykins Gulch Amendment; and

WHEREAS, the Parties desire to further amend the Third Amended IGA by the approval of this Clover Basin Water Transmission Pipeline, Highway 66 Storm Drainage Project, Peschell Property Annexation, Pipeline Permitting, and Term Extension Amendment to the Third Amended Longmont Planning Area Comprehensive Development Plan and Super IGA Intergovernmental Agreements (hereinafter the "2011 IGA Amendments"), for the following purposes:

1) By Resolution No. 2003-31, Boulder County conditionally approved an "HB1041" permit application for a water pipeline installation in Docket #SI-02-04. By its own terms, the authorized permit will expire on March 11, 2013. Due to various circumstances, Longmont has not yet installed the pipeline. Longmont seeks amendment of the conditional approval of the Docket to provide for installation of a

BOCC..

smaller diameter pipeline, to be buried at 5 +/- feet, production of a water treatment master plan or water demand evaluation in satisfaction of Condition 2 of Resolution No. 2003-31. Revised wording of Condition 4.a. thereof and desires to obtain an extension of the period of the permit, the term to extend for so long as the Third Amended IGA and any extension by IGA amendment thereof remains in effect, which as a result of this IGA Amendment Agreement, will currently extend the approval to and including October 16, 2023.

2) The Third Amended IGA is currently due to expire by its own terms on August 12, 2023. However, Section 13 of said IGA provides for a unilateral opt-out termination in the period up to ninety days prior to August 12, 2013. The Parties desire to extend the term of the Third Amended IGA to end contemporaneously with the end of the term of the "Super IGA" (Boulder County Countywide Coordinated Comprehensive Development Plan IGA), to and including October 16, 2023, or beyond that date if the Parties voluntarily elect to extend the term of the Third Amended IGA pursuant to Section 13.

3) The Super IGA will expire by its own terms on October 16, 2023. However, Section 14 of said Super IGA provides for a unilateral opt-out termination of the IGA in the period up to ninety days prior to October 16, 2013. In consideration of the provisions of this IGA Amendment, Longmont desires to waive any right it has to "opt-out" of the Super IGA under Section 14; and

WHEREAS, Boulder County by and through its Board of County Commissioners, finds that these requests are reasonable and amendment of Resolution No. 2003-31 as requested is not a major modification of the terms of the conditional approval of Docket #SI-02-04, assuming compliance by Longmont with the other terms, conditions, and commitments of record upon which the permit's approval was conditioned.

WHEREAS, the Parties desire to amend the Third Amended IGA and the comprehensive development plan approved therein (the "Plan") by the approval of this amendment intergovernmental agreement; and

WHEREAS, the Parties desire to further clarify the terms and conditions of the Boulder County Longmont Intergovernmental Agreement regarding the open space purchase of the Puma property north of Longmont and lying within the Longmont Planning area for the purposes of defining certain characteristics of the storm drainage control improvements to be constructed by the City of Longmont; and

WHEREAS, the parties desire to facilitate annexation of the jointly owned Peschell property to the City of Longmont in order to assist Longmont with boundary control in Weld County and provide municipal jurisdictional control of the property for the purposes of law enforcement, surface use control, and cooperative management of mineral rights; and

WHEREAS, it is the intent of the Parties that the present jointly approved IGAs which are the subject of these amendments by the Parties shall remain in full force and effect except as expressly provided herein; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; section 31-12-101, et seq.; parts 2 and 3 of article 23 of title 31; C.R.S., as amended; and

WHEREAS, section 29-1-201, et seq., C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, Section 18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and associated amendments to existing intergovernmental agreements.

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

Section 1. Extension of Longmont 1041 Permit for Water Pipeline.

The effective term of the "HB1041" permit of Longmont for a water pipeline installation conditionally approved by Boulder County in County Land Use Docket #SI-02-04, previously set to expire by its own terms on March 11, 2013, is hereby extended to and including October 16, 2023. It shall be further extended by any subsequent IGA that amends the Third Amended IGA to extend its term beyond that date, so that the expiration of the conditional approval of Docket #SI-02-04 shall be the same date as the expiration of such extended Third Amended IGA. Boulder County finds that this request is reasonable and such amendment is not a major modification of the conditionally approved Docket's terms.

Section 2. Amendment of Certain Other Conditions of Approval of Docket #SI-02-04.

Boulder County hereby amends the conditional approval of Docket SI-02-04, as stated in Resolution No. 2003-31, as follows:

a. Longmont may install a smaller diameter pipeline buried at a typical depth of 5+/- feet over the approximate 6,700 foot length of the permitted pipeline;

b. Longmont may satisfy Condition 2 by providing Boulder County, prior to the issuance of any permits for the installation, a copy of Longmont's most recent treated water master plan or water demand evaluation;

c. Condition 4.a. is modified to state: "The Applicant shall make reasonable attempt to mitigate the construction impacts according to the terms and conditions of all acquired

property rights, permits and approvals required for the project."

d. All other terms, conditions of said Resolution, and the commitments of record in the Docket, remain in full force and effect.

Section 3. Extension of Longmont Planning Area Third Amended IGA.

The effective term of the Third Amended Longmont Planning Area Comprehensive Development Plan Intergovernmental Agreement (as referenced herein, the "Third Amended IGA") shall be and hereby extended to and including October 16, 2023, and the right of each Party to terminate the Third Amended IGA upon its tenth anniversary (August 12, 2013), as provided for in Section 12 of the said IGA, is hereby rescinded.

Section 4. Waiver of "Opt-Out" of Super IGA.

The Boulder County Countywide Coordinated Comprehensive Development Plan Intergovernmental Agreement (herein, "Super IGA") will expire by its own terms on October 16, 2023. However, Section 14 of said Super IGA provides for a unilateral opt-out of the IGA in the period up to ninety days prior to October 16, 2013, terminating the Super IGA as to that Party. In consideration of the provisions of this IGA Amendment, Longmont hereby waives any right it has to "opt-out" of the Super IGA under Section 14.

Section 5. Comprehensive Development Plan is Amended.

The Comprehensive Development Plan approved in the Third Amended IGA is hereby amended by the provisions expressly set forth in this Amendment IGA.

Section 6. Approval Process for these 2011 IGA Amendments.

The Parties have approved this 2011 IGA Amendment IGA following all required statutory and charter procedures (if any).

Section 7. Third Amended IGA as Amended Continues in Full Force and Effect.

This 2011 IGA Amendment further amends the Third Amended IGA. Nothing contained herein is intended by implication to revise, or rescind any term or provision of the Third Amended IGA, except those revisions and rescissions to the terms thereof which are expressly set forth herein. All other provisions of the Third Amended IGA, as previously amended by the PUMA 66/Lykins Gulch Amendment, shall remain in full force and effect.

Section 8. Pipeline Diversion and Extension.

Longmont currently has a raw 24-inch diameter water pipeline that has served its now-decommissioned water treatment plants on Highway 66 east of Lyons. Longmont has proposed to extend this raw water pipeline for an additional approximate 100 feet to divert this water into the Highland Ditch to feed into its Nelson-Flanders water treatment plant. Based upon the

determination, acknowledged by the County there are no significant impacts from this project that would otherwise be mitigated through a 1041 County regulatory permitting process. The County agrees that Longmont may proceed to install said pipeline along the course set forth on Exhibit A of this agreement, without a County 1041 permit.

Section 9. Highway 66 Storm Drainage Project Improvements Description.

To prevent storm water inundation of the Elliot and Dirks properties during a 100 year event, a small berm (maximum of 24 inches of height) is proposed to be added to the eastern bank of the existing tail water swale along the western boundary of the Puma Open Space (the "property"). The City shall remove the expanded berm and swale and shall restore the land to its contours and condition for agricultural use as of the date of this agreement. If the County purchases the Elliot Farm for open space and provides the City with inundation easements for the portions of the Elliot and Dirks properties that would be impacted in a flood event caused by the removal of the berm. The area of proposed grading will extend from a point approximately 500 feet north of the southwest corner of the property, extending along the western boundary of the property approximately 1,000 feet. Further details regarding the improvements described within this section are included on Exhibit B and Exhibit C of this agreement.

Section 10. Annexation of the Peschell Property.

Boulder County and the City of Longmont jointly own a parcel of open space property located along Weld County Road 1 in Weld County south of SH 119. In order to provide continuity of Longmont's municipal boundary, enable municipal authority of law enforcement, and surface and mineral rights management beneficial to both parties, Boulder County agrees to execute an annexation petition for the Peschell property upon request by the City.

Section 11. Non-severability.

If any provision in these 2011 IGA Amendments to the Third Amended IGA as applied to any Party or to any circumstance shall be adjudged by a court, in a final, non-appealable decision, to be *per se* invalid or unenforceable as to any Party, the entire 2011 IGA Amendments shall be terminated. The understanding and intent being that the Parties portion of the Agreement and Plan is essential to and not severable from the remainder. If these 2011 IGA Amendments are terminated pursuant to the provisions of this Section, the Third Amended IGA, as previously amended by the PUMA 66/Lykins Gulch Amendment, shall continue in full force and effect as if this Amendment IGA had not existed.

Section 12. Governing Law And Venue.

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

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

CITY OF LONGMONT

By: _____
Bryan Baum, Mayor

ATTEST:

_____
Valeria Skitt, City Clerk

APPROVED AS TO FORM:

_____
James Rourke, Deputy City Attorney

COUNTY OF BOULDER
BY: BOARD OF COUNTY COMMISSIONERS

_____
Ben Pearlman, Chair

ATTEST:

_____
Mike Ryder, Deputy Clerk to the Board

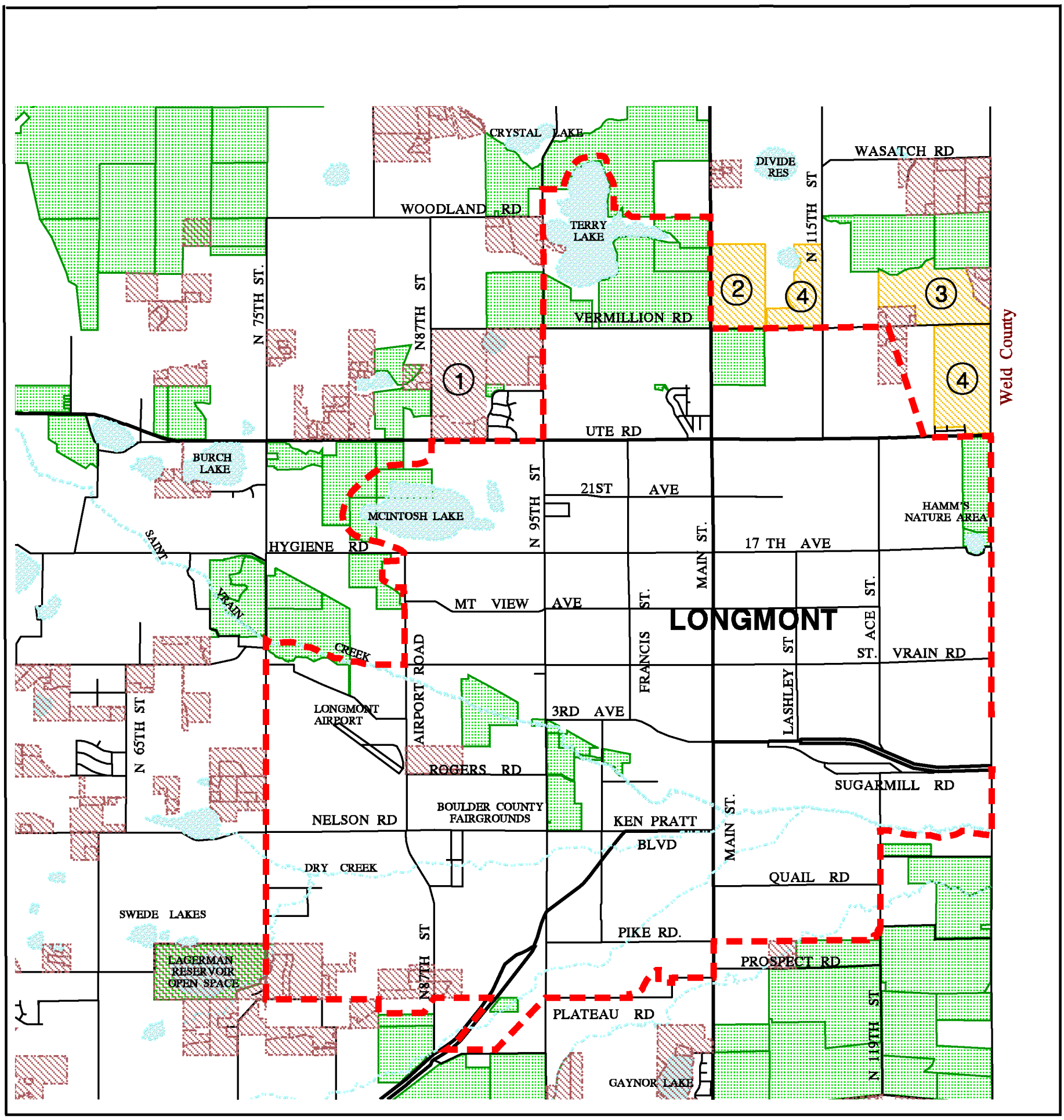
APPROVED AS TO FORM:

_____
H. Lawrence Hoyt, County Attorney

ca file: 8604

LONGMONT AREA INTERGOVERNMENTAL AGREEMENT

EXHIBIT A



Boulder County

North

Longmont Planning Area Boundary

Open Space

NUPUD

1) Soon to be recorded Dirks Dairy Sub. with 200ac +/- conservation easement

Other Fully Developed Areas

2) 35 acre country estate sub. with covenants about further division, setback from highway, etc.
3) 35 acre country estate subdivision
4) Numerous smaller acreages with single family homes

Note: Boulder County is negotiating for additional properties in this vicinity outside the Longmont Planning Area.

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This Map Is For Illustrative Purposes Only.

Map Compiled 06/20/97 by R. Estrada
Boulder County Land Use Dept.

Planning Commission Wednesday March 15, 2023

RE: Kanemoto Estates Conservation Easement Termination

A. STAFF PRESENTATION

Planning Commission Questions for Staff

Q. Confirm that the annexation of the property wouldn't terminate the CE.

A. Confirmed.

Q. Asked about how the conservation easement was obtained.

A. Through the Land Use NUPUD process.

Q. Do modern CEs include these types of allowances for termination?

A. Regulatory CEs include a variety of language to meet the needs of the regulatory process. Standard CEs that are donated or purchased would not include termination language.

Q. How would the TDR program factor into this project now.

A. Extinguishment of TDRs would occur when the applicant pays the county for the these.

Q. How does the termination work with the annexation, what happens if that does not occur.

A. Termination will only be finalized if the property is annexed.

B. APPLICANT PRESENTATION

No question for the applicant from Planning Commission.

C. PUBLIC COMMENT

D. PLANNING COMMISSION QUESTIONS

Q. Public comment raised concerns that the removal of CEs was a pattern, could we speak to if this type of removal is frequent or not?

A. Staff responded and described the various other regulatory CEs with this same language that were terminated in the SW portion of Longmont over the years.

E. PLANNING COMMISSION QUESTIONS FOR APPLICANT

Q. Speak to current unit numbers.

A. They do not know the exact number. 300-420 range planned currently but will fluctuate. Likely 7-10 dwelling units per acre but will be determined through the process.

D. DISCUSSION BY PLANNING COMMISSION

<u>Commissioner Bloomfield</u>

Want to represent the people who cannot participate in a five and a half hour meeting, a lot of these people are the people this king of housing would benefit. They are the people that have to work two jobs, they've got kids, and as much as it doesn't feel like it, it is a luxury to be able to participate in a meeting like this.

Acknowledge that they are representing the county and they have heard from a very small subset of that county. Based on this it is easy to say everyone is opposed to this but someone who would live here may not even know that the hearings are happening because they aren't currently in the neighborhood.

Have had presentations where 30% of the Diagonal traffic is coming from Weld County. When we talk about increasing traffic because we are adding development, it is a tradeoff.

As far as need and equity, we can't wait for the perfect project or location. State of Colorado has said we have a deficit of 127-225 thousand housing units. It is important that we are looking at all the options.

Understand local residents, they have been there with the conservation easement. We all want out town to be exactly the way it was when we moved in but the reality is that things are changing, people move to Colorado and this puts pressure on all of our places.

When considering what it will look like in 5, 10, 15 years. The point of the Comprehensive Plan was to focus development into the cities. I do feel like this does that. This has been part of the plan since 1996 as a path for Longmont to continue its densification.

I get the neighborhood opposition and I am pretty sure that every subdivision or close to every subdivision that has gone in in that neighborhood since 1957 has gotten opposition, because people want it to be exactly like it was when they moved in. If this were to move forward those in opposition should work within the city process.

Commissioner Whitney

Noted the many comments about what may happen with the land but my view is fundamentally is should Boulder County be making a decision. Overriding philosophy in the Comprehensive Plan regarding favoring a local approach to land use decisions rather than a regional approach. Boulder County making decisions would be a regional approach, the City making decisions would be a local approach. We should make decisions about land use at the most local unit of government possible, that is going to be that which is most responsive to public comment and input. Question is if Boulder County the right body to be making decisions about future land uses for this parcel. In order to defer that question to the more local decision maker Boulder County would have to terminate the easement.

Commissioner Goldfarb

I agree and if we look at the IGAs and in particular this conservation easement. It was anticipated that this property may be annexed into Longmont and then at that point Longmont can do what they need to do to make decisions about just exactly how that property will develop. I think that based on what we have learned here today, I am in favor of allowing this to go forward and to allow the conservation easement to expire.

Commissioner Whitney

Terminating a conservation easement is not something anyone wants to do or something that is taken lightly. The logic in my head is that this was a regulatory conservation easement, it was a conservation easement that required was by Code in order to build an additional house. If at the time if the property were already in the City already, the rights of that would have gone to the City not Boulder County and so the fact that it is only by history it is Boulder County rather than Longmont. In terms of handing off the decision to City of Longmont it is unfortunate that we have to terminate a conservation easement but that is the process.

Commissioner Libby

As Boulder County Planning Commission, their role is responsible for looking after the interest of the Comp Plan and county above and beyond their personal feelings and location. As a citizen of Longmont I will be reserving my personal thoughts with the Longmont planning and zoning board where they are more appropriate to share. In our role we use the Comprehensive Plan and Land Use Code to guide our judgment. Conservation easements are a tool for guiding and controlling development and in this case this tool was used effectively. These are the kind of tough choices that align with the 30 years of commitment we have made between the county and the city as to where things will be developed or land will be exchanged and annexed and has allowed us to build the county we have today with that amazing ring of conserved properties surrounding the city that was shown on the map. If we look at nearby cities and the shape of these cities, it is not this pattern they spread out in all directions. This is a part of a longer and broader story of how we have developed land in the county and how this reflects those goals that were put into place 30 or 40 years ago.

There is significant compensation that goes into open space from this will go into buying or conserving additional lands.

Termination will only occur once approval is granted by the city.

This aligns with the vision of the easement when it was signed and the kind of development planning the county has strived to execute with the cities and municipalities in the county for the last 30 or 40 years I am in favor of moving forward with this.

Commissioner McMillian

It is clear to me the Comprehensive Plan documents and the IGA documents identify this as a receiving site since 1996. The process for determine future development lies with the City of Longmont. I am in favor of terminating the conservation easement but want to ensure that the termination only occurs if the property is annexed.

Commissioner Bloomfield

Also noted the importance of the termination only occurring if the property is annexed.

Commissioner Goldfarb

If we agree to terminate the conservation easement, we are giving the county the authority to move forward with the termination agreement.

D. MOTION BY PLANNING COMMISSION

Commissioner Whitney moved to approve the request.

Commissioner Goldfarb seconded.

The motion was approved unanimously.

August 7 2023

Commissioner Claire Levy
Commissioner Ashley Stolzmann
Commissioner Marta Loachamin
Boulder Colorado 1325 Pearl Street, 3rd Floor

Re: Kanemoto Estates Agricultural Conservation Easement
Easement Release Request & Response to Comments

Dear Commissioners:

The owner of Kanemoto Estates - Lefthand Ranch LLC, is requesting the release of the Agricultural Conservation Easement (CE) in order to continue its annexation application to the City of Longmont. The property was referred for annexation by the Longmont City Council on April 13 2021. The application included the Concept Plan which indicates an increase in density from the current Comprehensive Plan designation and a commitment to develop a sustainable neighborhood with attainable & affordable housing.

The annexation application relies on release of the agricultural easement which is allowed under County and City policy as it conforms to and is contemplated in the Intergovernmental Agreement (IGA) between the County and Longmont established in 1996. This is consistent with all past interpretations of IGAs as they have been implemented under the Boulder County Comprehensive Plan (BCCP). It is also compliant with the City and County growth policy which govern properties located within the Longmont Planning Area (LPA) and growth boundary.

Since the City of Longmont referred the property for annexation it has been actively reviewed the application; including the Concept Plan; Comprehensive Plan amendment request; and state and local annexation compliance. Longmont also organized and facilitated two neighborhood meetings to discuss the plan and receive comments. After the neighborhood meetings and three reviews of the application over a period of a year; acceptance comments from all Longmont departments and referral agencies have been received; and the Staff is prepared to schedule hearings for the Planning Commission and City Council to review. These are pending subject to the County's release of the conservation easement.

Working with Boulder County Parks & Open Space (BCPOS), Lefthand Ranch LLC met the terms of, and signed an easement termination agreement which included agreeing to fund $2,320,000 to BCPOS for the acquisition of additional open space for Boulder County. When the Board considered this matter at the July 6 2023 public hearing, the need for additional approval criteria of the easement release was discussed. During the hearing, the reticence to accept additional criteria or guidelines was based on the understanding that Longmont has the authority (IGA) to review the plan in its annexation process. During a lengthy annexation and plat review period (1.5 – 2.5 years); changing economic, policy and regulatory conditions can make guidelines imposed by Boulder County difficult to achieve.

In response to the Board's interest in guidelines - Lefthand Ranch LLC is committed to the following Somerset Village plan goals which are consistent with the Boulder County and the City of Longmont Comprehensive Plans. The goals are reflected in the annexation Concept Plan and could be considered for attachment to the release of the easement.

Somerset Village Plan Goals

1. Housing. The Somerset Village plan will exceed Longmont's Inclusionary Housing ordinance and provide 100% of the residential as attainable and affordable; waiving the option to pay an in Lieu Fee. The plan will place a priority on forsale units. The Longmont Inclusionary Housing ordinance currently identifies: Middle Tier Residential as 80%-120%AMI; and Affordable Residential as 40%-80%AMI.

2. Open Space. Relying on the release of 28 acres of private land in hay production to implement the project; $2,320,000 has been committed in the Easement Termination Agreement to fund the acquisition of OS by Boulder County Parks & Open Space; and 6 acres of public use open space are targeted in the Somerset Village plan.

3. Energy. Carbon footprint reduction with all-electric neighborhood system in combination with dispersed onsite renewable energy design applications.

4. Traffic. No traffic access into existing neighborhoods; and controls will be installed in Phase 1 at the main entry to assist with traffic on Airport Rd., as approved by staff.

5. Community Garden. Garden areas will be proposed in the plan.

6. ECE. Prepare an early childhood education/care program will be initiated onsite under public-private partnership

Questions and comments were posed at the July 6 2023 hearing regarding the release of the easement and the nature of the plan. The following responses to the questions and comments have been prepared to provide clarity as to what Lefthand Ranch LLC was relying on in its investment to plan, annexa and obtain the release of the agricultural conservation easement.

1. We do not know what Longmont wants and will Longmont consider amending the Envision Longmont Plan?
   - ***Yes. Longmont referred this property for annexation which includes reviewing the Concept Plan and amending the Envision Longmont Plan.*** Lefthand Ranch LLC, requested release of the Agricultural Conservation Easement (CE) in order to continue its annexation application for the property into the City of Longmont. Having met the State and City annexation requirements, the property was referred for annexation by the Longmont City Council on April 13 2021. The referral included the Concept Plan which indicates an increase in density from the current Comprehensive Plan designation and the primary development of 100% attainable and affordable housing. The annexation application has been reviewed by City staff and there have been two neighborhood meetings conducted. Sustainability is an important criterion for development in Longmont which relies on densities above rural levels; affordable & attainable housing; ECE child care; and energy conservation to reduce the carbon footprint. The Somerset Village Concept Plan complies with those key Envision Longmont goals and Policies.

2. Is it factual that the Kanemoto easement cannot legally be terminated?
   - ***No. The easement was written with provisions that allow it to be terminated.***

The Kanemoto easement has specific provisions that allow it to be released if the termination is found to be consistent with the BCCP. While many conservation easements are drafted to be essentially perpetual except in rare circumstances, the Kanemoto conservation easement purposefully written to reflect that its eventual termination was contemplated.

3. Will release of the easement set a precedent allowing any Open Space conservation easement to be terminated?
   - ***No. Release of the Kanemoto easement is common - not precedent-setting.*** The easement was required through a regulatory process and was not purchased by the County. The process, known as a Non-Urban Planned Unit

     Development allowed a second residence on the property in exchange for the agricultural conservation easement until a future annexation and/or development of the property would be considered. Easements within the LPA are specifically referenced in the County-City Comprehensive Development Plan IGA (CDPIGA) which sets a growth boundary in the LPA; and termination of conservation easements has occurred at least four times within the LPA in similar situations.

4. Is the claim that the Board has is a *"fiduciary obligation"* to maintain the CE and is being asked to approve an *"extraordinary request to terminate open space in Boulder County"* valid?
   - **No. There is no legal basis for the Board to maintain this conservation easement and it is not an extraordinary request.** The property is within the growth boundary of the LPA, which is an agreed-upon boundary between the City and County that keeps development from extending beyond and into the County and using other land. The release of easements within the municipal growth boundary is common and was intended within the LPA to allow development near urban service areas and away from rural land. The terms of the Kanemoto easement and the IGA between the County and City allow termination of this easement. Lefthand Ranch LLC has met the release terms of the easement including agreeing to fund $2,320,000 *for* BCPOS to acquire open space for the citizens of Boulder County. This amount is requested by BCPOS based on BCPOS policy related to similar transactions in the past.

5. What is allowed and can the County control development decisions within the LPA?
   - ***No. Longmont controls development decisions within the LPA.*** According to the IGA - Longmont may determine appropriate development and the County defers to City's control within that area. The County is prohibited from obtaining more open space within the LPA and Longmont is prevented from annexing outside of the LPA. In the absence of such an IGA, Longmont would have authority to annex and develop any adjacent land without oversight or approval of the County.

6. Why don't the Boulder County "land use regulations" apply?
   - ***The Boulder County land use regulations do not apply because municipalities control land use decisions within planning areas.*** The CE contemplates potential annexation and development within Longmont. Boulder County's land use regulations would only apply if the property remained in the County and it was the quasi-judicial body dealing with land use decisions.

The terms of the CE were not intended to create a Catch-22 where it could not be annexed without Boulder County's approval of the eventual development, That clause is inoperative in the event of annexation to the City of Longmont; which is what is intended if the CE is released.

7. Did the County err in designating this as a TDR receiving site when it is a "land of national agricultural significance?"
   - ***No. Exceptions to the designation are granted according to County Code.*** Most of the agricultural land in the County is designated as lands of national agricultural significance. County Code specifically provides that lands of national agricultural significance can be designated as a TDR receiving site by Section 6-

     700(G)(7), which states that exceptions may be granted when the project is located within a Community Service Area, such as the LPA, or the proposed project is located adjacent to existing subdivided land which is developed at greater than rural density or is a platted subdivision within a municipality. Both of those exceptions apply to the Kanemoto property and indicate why it is a prime candidate for this action.

8. What makes this the Kanemoto Estates property a TDR receiving site, and why have the TDR receiving site maps changed over time?
   - ***The Kanemoto property was designated a TDR receiving site by agreement between Longmont and Boulder County.***
     The Kanemoto Estates property was previously designated a receiving site, when a prior Board found it met the requirements for future development under the BCCP and other County regulations. The TDR receiving site maps change once TDR receiving sites "receive" TDRs because they are no longer receiving sites and removed from the maps. The Kanemoto Estates TDR is the last remaining receiving site within the Longmont LPA.

9. Are the 1996 and later TDR IGA and CDP IGAs relevant to a 1982 easement?
   - ***Yes. The TDRIGA and CDPIGA's govern the 1982 easement.***
     The TDRIGA and CDPGA agreements between the County and Longmont govern the designation of the Kanemoto property as a Transfer of Development Receiving (TDR) site; and are recognized elements (effectuations) of the BCCP which allows for the release of conservation easements in exchange for setting City growth boundaries desirable to the County.

10. Is there sufficient Water for agriculture?
    - ***Yes. The property has water rights that can be used for both agriculture and development purposes.*** *T*
      Basis. There is sufficient water for use on various agricultural lands reliant on the "Left Hand" ditch network, not just the Kanemoto property. However, this parcel is separated from other major agricultural lands and does not conform with the BCCDP Agricultural Element policies intended to preserve large swaths of agricultural land where efficiency is highest. The parcel is also not an inefficient size for hay grass production and that use is not compatible with the adjacent existing residential and employment uses. The Left Hand ditch water not used for urban services may be used on parcels of greater size and agricultural value.

11. Does the property have significant habitat?
    - ***No. The land is not considered significant wildlife habitat***
      Basis. A Natural Resource Assessment was conducted for the property which concluded that the years of hay grass production has reduced the biodiversity of the land below the level necessary to support viable wildlife habitat. Certain species may cross the property, but, the land will not sustain long term wildlife habitation because of a lack of diversity and separation from major areas of habitat by development. The Colorado Parks and Wildlife; United States Fish and Wildlife Service and Corps of Engineers were consulted during the preparation of the Natural Resource Assessment and agreed that there is no sensitive habitat on the property and that agriculture and surrounding subdivision development has minimized wildlife biodiversity affecting the natural habitat.

12. Is there sufficient infrastructure and services to develop the property?
    - ***Yes. There is sufficient infrastructure and services to serve the project.*** Immediately adjacent a municipal service area – the City of Longmont will provide power, water, sanitary sewer to serve the project. The Concept Plan has been reviewed and accepted at this stage of the annexation process by the Longmont Public Works, Engineering & Natural Resources, Planning, Housing Power Company, Fire; Police; and Parks & Recreation Departments. The St Vrain School District has reviewed the Concept Plan and stated that it has sufficient capacity to for the density and residents projected at Somerset Meadow. The project will generate revenue to the service providers.

13. Do not think Early Childhood Education (ECE) is feasible onsite?
    - ***Yes. ECE is feasible and important to the Somerset Village Concept Plan.*** Early Childhood Education and child care is a high priority of the Somerset Village Plan and of Longmont in particular. The development team is committed to establishing an onsite ECE program through a combination of private and public participation to provide support of families which will make-up Somerset Village's work-force housing neighborhood.

We look forward to working with you on the release of the agricultural easement in order to develop a plan that will provide attainable and affordable housing and funding of the acquisition of additional open space in Boulder County.

Thank you.

Jack Bestall - Principal
Bestall Collaborative Limited

Kanemoto Estates is a subdivision within Boulder County along Airport Road north of the Diagonal Highway. Within a Municipal Influence Area and designated a TDR Receiving Site – the property is in a Longmont Planning Area adjacent the City's service area. The property was referred by the City of Longmont Council to be considered for annexation at the owner's request – Lefthand Ranch LLC.

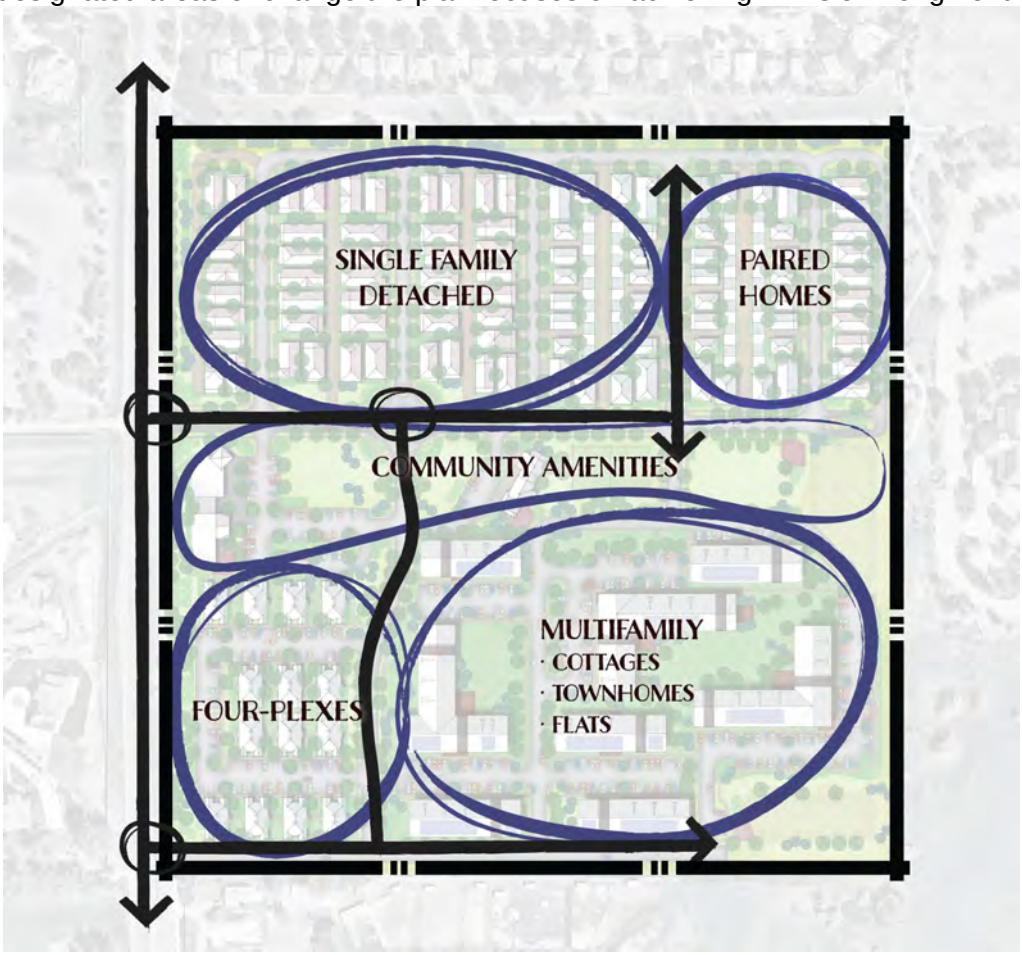
Kanemoto Estates Property View North

Consisting of fallow agricultural land and two private residences - adjacent parcels to the north and west previously in agriculture were annexed and developed in the City of Longmont; including Clover Creek subdivision (zoned R-SF 1-8du/ac) and AMD/Western Digital (zoned Primary Employment).

Kanemoto Estates - *Agricultural Conservation Easement (blue)*

The annexation area is 40.5ac: 2.25 acres in Airport Road right of way and 38.25ac in the Kanemoto Estates subdivision. The subdivision consists of three lots: Lot 1- 3.9ac; Lot 2 - 5.6ac with one house each; and Outlot A - 28.8ac in the agricultural conservation easement held by Boulder County Parks & Open Space. An agreement is in place between the Lefthand Ranch LLC and Boulder County to terminate the conservation easement.

Somerset Village Concept Plan Intent. The concept is focused on achievement of Envision Longmont goals for properties like Kanemoto Estates in a compact, village pattern. Along transportation corridors and in designated areas of change the plan focuses on achieving Envision Longmont Plan Goals.



Somerset Village Concept Plan

Longmont Envision Goals incorporated into the Somerset Village Concept Plan.

- *Energy conservation in support of the City's 2035 Net-0 goal*
- *A livable neighborhood along major transportation corridors*
- *New and diversified housing in areas of change*
- *Attainable housing - affordable & middle tier*
- *Amenities: early childhood & community centers, ride-share plaza, bodega, OS*
- *Additional housing near employment*
- *Reduced vehicle dependency, walkable environment*
- *Increased City density with a sustainable, buffered plan*

Circulation & Transportation. Primary access is planned on Airport Road - a Principal Arterial that includes regional transit. No daily travel is planned thru the existing residential neighborhoods. The Diagonal Highway (SR-119) - a regional arterial is approximately one-third of a mile to the south. Major employment facilities, located to the east and northeast, are connected by a trail system extending northeast into downtown Longmont.

The plan is supports walkability with an interconnected sidewalk and trail system tied to community amenities and the open space system. It is planned to link to trails on adjacent properties and the existing and regional trail system

Local Streetscape: porch fronts, treelawns, pedestrian connectivity

Sustainability. Energy conservation building guidelines will frame the design of all structures to achieve a high level of self-sufficiency; minimizing carbon footprints in support of the Longmont 2035 Net-0 goal. The Natural Resources Assessment conducted on the property indicates little natural habitat because of the years of onsite agricultural production practices; no endangered species and raptor habitation (nests).

Sustainable Forms of Community

Water, Sanitary Sewer, Storm Sewer & Public Utilities. The property is adjacent the municipal service area and water, sanitary sewer, power, and public safety services will be provided by the City of Longmont. Water and sanitary sewer connect to existing infrastructure to the north and east. LPC power will connect from the northeast. Water quality ponds are planned to fit the historic drainage pattern to the southeast.

Attainable Housing. Somerset Village is subject to Longmont Municipal Code 15.05.220, which requires fulfilling the obligations of Inclusionary Housing. The plan goal is to provide 100% attainable housing targeting missing middle, workforce and affordable housing for the Longmont workforce; including, healthcare, 1st responders, teachers; and local government employees. Affordable housing will be provided through a collaboration with Habitat for Humanity.

This commitment is made with the recognition that achievement of these goals is dependent on cost, development standards, fees, and market factors. The intent is to develop a diverse mix of attainable and affordable forsale and rental homes onsite bolstered with proximity to an arterial with regional bus service, one minute from the Diagonal Highway, a ride-share program, and a planned interconnected community trail system.

Attainable Choices: townhomes and paired homes typical

Community Character*.* The predominate development pattern and massing at Somerset Village is horizontal – emphasizing detached, low-scale residential building types nearest the existing residential on the periphery in the neighborhoods to the north and west. A major effort has been made to study the architectural forms and character of the residential at this conceptual stage of design.

Land Use. The Residential – Mixed Neighborhood (R-MN) zone designation allows a sustainable mix of residential homes; integrated with community amenities which includes the Somerset Early Child facility; a bodega and community center. The planned residential includes: single family, paired, 4-plexes, townhomes and flats; sized from 450sf to 2,800sf; providing housing choices and opportunities; and the flexibility necessary to address changing economic, lifestyle and demographic conditions which will affect development of a plan of this type. Unique character neighborhoods are planned; including cottages, townhomes and flats in the Middle Neighborhood which is buffered by 550’ to 700’ from existing residential neighborhoods - adjacent major employment at AMD and Western Technologies.

Illustrative Middle Neighborhood Concept - *Cottages*

Cottages

Townhomes

Flats

Middle Neighborhood Architecture.

Community Amenities. Facilities targeted to support livability at Somerset Village include an early childhood education and community centers; active/passive open space; a bodega; and a ride share program located near the Bodega and Early Child Education Center at the entrance on Airport Road. TLC Learning Center and Wild Plum Center are advising on the Child Education Center.

Child Center, General Store, Ride Share Plaza

Open Space. Up to 20% of the project is allocated to an integrated open space system of active and passive fields, pocket parks, plazas, water quality basins and landscape buffers, with trails.

Community Commons adjoining cottages and Community Center

Community Center. A community center for meeting, recreation, and receptions for residents is currently planned in the repurposed, existing north residence.

Community Center conceptual repurposing of the north residence

CITY COUNCIL COMMUNICATION

MEETING DATE: July 18, 2023 **ITEM NUMBER: 5.B**

SECOND READING:

TYPE OF ITEM: Special Reports/Presentations

PRESENTED BY:
Molly O'Donnell, Housing & Community Investment Director,
molly.o'donnell@longmontcolorado.gov

SUBJECT/AGENDA TITLE:
Inclusionary Housing Program 2022 Annual Report and City of Longmont Housing Affordability Needs Assessment & Inclusionary Housing Policy Review

EXECUTIVE SUMMARY:
Inclusionary Housing Program 2022 Annual Report:
2022 marked the fourth full year of the Inclusionary Housing (IH) Ordinance. During this year, the IH program continued to contribute towards achieving the City's goal of providing 12% of all housing stock as affordable by 2035. 2022 saw the largest single-year unit generation gain since the City started tracking annual gains in 2003. 2022 was also a notable year because the City's fee-in-lieu revenues have ramped up significantly as developments that started entitlement review after the 2018 onset of the program are now reaching completion. The trend is anticipated to increase exponentially starting in 2023, resulting in significant fee-in-lieu revenues.

Information in Attachment #1 includes pertinent information about the program and how the program compares to the overall housing market.

2022 Program Highlights:

- Number of affordable rental units permitted: 245
  - Fields on 15th (LIHTC): 88
  - The Spoke (LIHTC): 73
  - Farm Haus (IH onsite units): 33
  - Vivo (IH onsite units): 26
  - Cinnamon Park Senior (LIHTC): 25
- Number of affordable for-sale units permitted: 0
- Number of affordable units from the prior Inclusionary Zoning program lost due to release of deed restriction: 1 (for-sale)
- Net unit gain: 244
  - 175% increase from 2007, formerly the highest per-year generation
- Total fee-in-lieu received in 2022: $469,294
  - 277% increase from 2021

- IH options selected
  - 20% committed to on-site affordable units
  - 18% are undecided
  - 56% have selected fee-in-lieu (increase from 50% in 2021)

Incentives used in 2022:

- Two projects that received building permits in 2022 utilized the fee waiver program for a total fee reduction of $573,101.98.
- The Affordable Housing Fund offset fees for 3 developments that provided more than the minimum requirement for affordable homes for a total fee offset of $297,823.
- Multiple projects have requested density bonus, reduced setbacks and lot widths, and parking reductions.

FIL Projections 2023-2025

- Estimated fee-in-lieu projected for the next 3 years based on projects undergoing entitlement review: $12,770,291

Program Metrics:

Some of the Metrics we are tracking include:

- **Trends in where affordable units are being provided**
  - In areas along the Main Street corridor, developments already receive density and height bonuses, often negating the need for those affordable housing incentives. As a result, projects in this key area close to transit and employment opportunities have opted for fee-in-lieu rather than mixing in onsite affordable units.
- **How affordable units are being provided**
  - There has been a steady increase in the number of developers from year to year that select the fee-in-lieu option, with most rental developments selecting this option.
- **Gain/loss in affordable units compared to 12% goal**
  - We need to create 208 new affordable homes annually while maintaining/preserving all existing affordable homes to meet our desired goal of 12% of housing stock as affordable by 2035.
  - ARPA funding helped us exceed this target in 2022 and is expected to continue boosting production through 2028. Prop 123 may boost unit generation as well. However, our projections do not show we will meet the 208-unit annual goal for 2023-2025 unless additional projects come forward from private developers of affordable housing.

City of Longmont Housing Affordability Needs Assessment & Inclusionary Housing Policy Review:

Boulder County communities typically analyze housing needs data on a 5-year cycle as part of the Consolidated Planning Process in order to receive HUD funding through the CDBG and HOME programs. The last comprehensive housing analysis relied on 2019 data. Because the City's IH Program began in 2018 and because of the severe impact to housing from the 2020

pandemic, the City has desired to perform a more in-depth analysis of Longmont-specific data to be able to make meaningful assumptions about our community needs to guide new programs and modify existing programs around affordable and attainable housing.

City Council accepted a planning grant from the State of Colorado Department of Local Affairs (DOLA) in February 2022 to conduct a housing needs assessment and affordable inclusionary housing policy review. After a Request for Proposals was released in spring 2022, no bids were received. After adjusting the delivery schedule, four proposals were received. Root Policy Research was awarded the contract and began work in December 2022.

Root's comprehensive assessment of the City's demographic framework and housing market and affordability trends include a deep dive into housing stock, household growth, rental and for-sale affordability gaps, and what is needed to accommodate Longmont's current and future residents. Root also analyzed the City's IH Program parameters and progress since 2018 to compare it to other similar programs on the front range and provide recommendations to refine or revise the program to best meet the City's goals.

Root has completed the review of the IH structure and intended outcomes, as well as the fee-in-lieu option. Future work will analyze the City's affordable development incentives, which will be presented to Council at a later date.

Attachment #2 is the City of Longmont Affordability Needs Assessment & Inclusionary Housing Policy Review.

Regular IH Updates

Council adopted the revised Maximum Sales Price methodology in October 2022. Each year in the spring, HUD releases annual income limit data, which prompts staff to update program requirements to reflect the new data. The Maximum Sales Price has been updated accordingly and is in effect for the IH program, and is attached for your information as Attachment #3.

According to the codified IH methodology for calculating fee-in-lieu, the fee should be updated using current data every three years. The last update was due at the end of 2021, but was delayed since the Housing Needs Analysis and IH Incentive Review report was pending. The updated calculation according to the existing methodology, as well as recommended options for modification, are provided by Root Policy Research and included in the report in Attachment #2.

COUNCIL OPTIONS:

1. Provide feedback on information provided.

CITY COUNCIL COMMUNICATION

2. Provide staff with direction regarding the recommendations made by Root Policy Research on the Inclusionary Housing Program.
3. Provide staff with direction for future studies desired of Root Policy Research.

RECOMMENDED OPTIONS:
N/A

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:
N/A

BACKGROUND AND ISSUE ANALYSIS:
N/A

ATTACHMENTS:
Attachment 1 – Inclusionary Housing Program 2022 Snapshot
Attachment 2 – City of Longmont Affordability Needs Assessment & Inclusionary Housing Policy Review
Attachment 3 – 2023 IH Maximum Sales Price Update

2022 Inclusionary Housing Snapshot

The Inclusionary Housing Ordinance was implemented on December 24, 2018. This ordinance, codified in City Municipal Code 15.05.220, mandates affordable housing requirements for eligible residential developments. All projects that did not receive final planning approval from the City as of the implementation date are subject to the code.

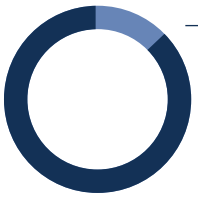
AFFORDABLE HOUSING (AH) UNITS

Source - City of Longmont Housing & Community Investment Division

2035 – GOAL
5,400 Units (12% of all housing will be AH Units)

49.9% of our goal

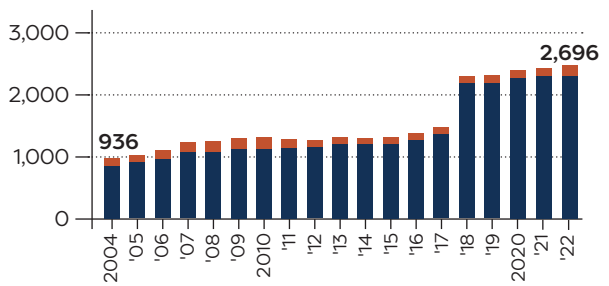
2018	2019	2020	2021	2022	2023	2024	2025
2,336 Units 6.2%	+6 Units built = 2,342 6.06%	+90 Units built = 2,432 6.07%	+24 Units built = 2,452 6.08%	+244 Units built = 2,696 6.66%	+117 Units projected = 2,813	+87 Units projected = 2,900	+254Units projected = 3,154



AFFORDABLE HOMES BY TYPE OF HOME

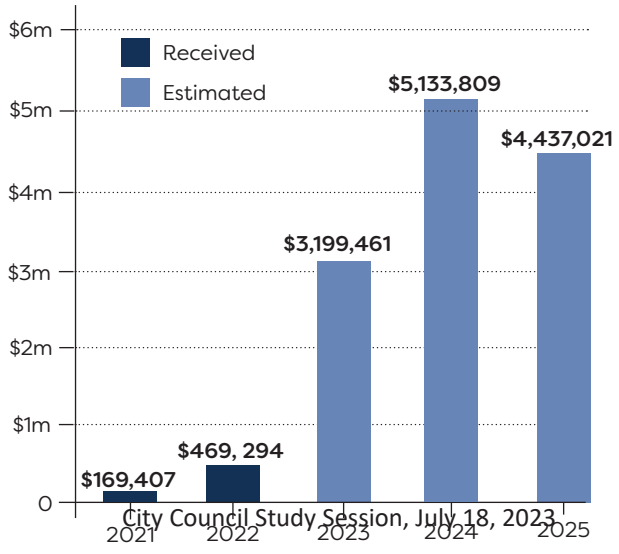
94% Rental Homes (2,543 units)
6% Purchased Homes (153 units)

NUMBER OF AFFORDABLE HOMES PROVIDED OVER TIME

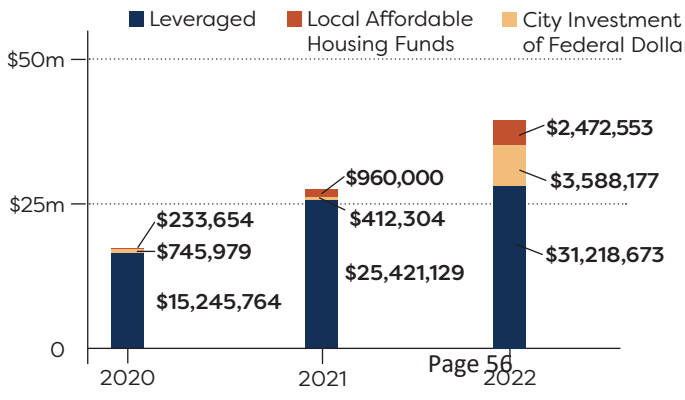


**2018 has a large increase in units because of change to definition of AH units.*

FEE-IN-LIEU PIPELINE

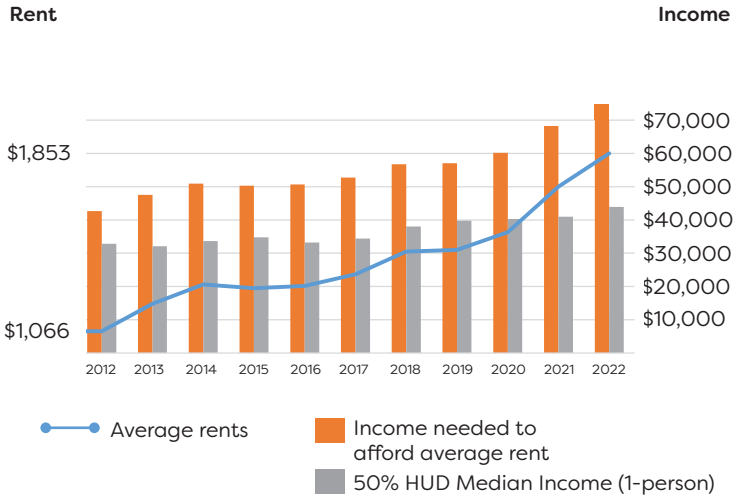


DOLLARS INVESTED AND LEVERAGED

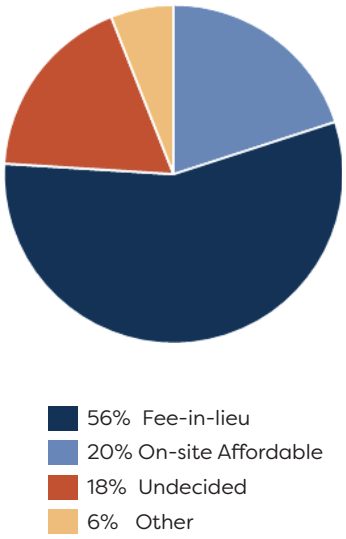


Longmont Market Snapshot

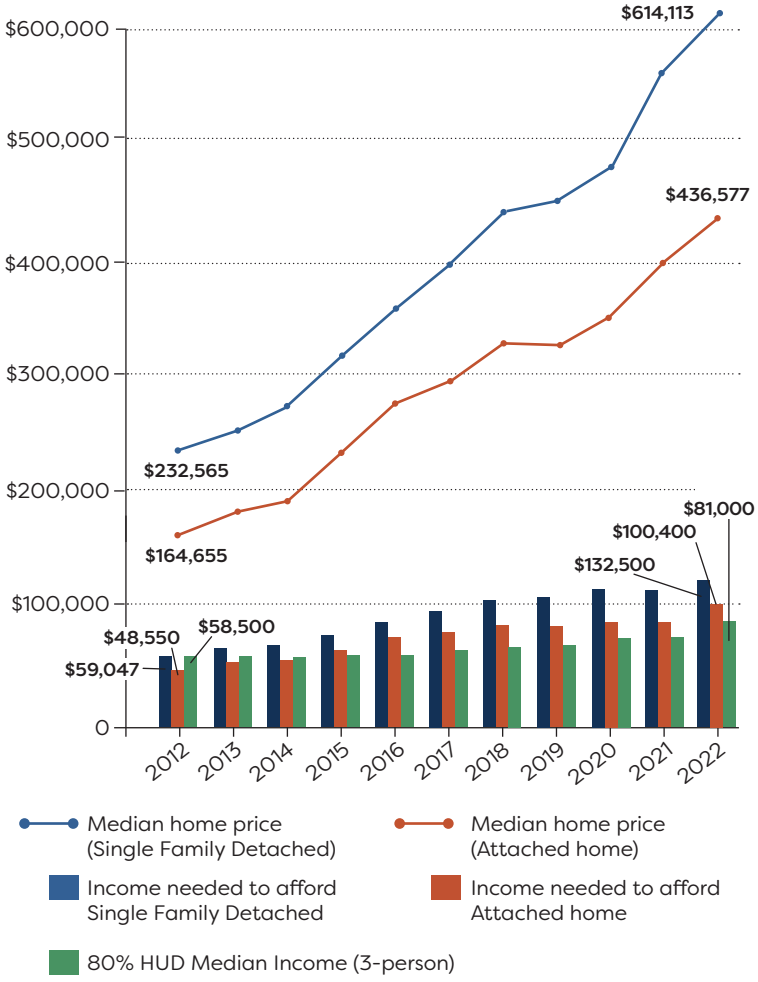
AVERAGE RENTS & INCOME NEEDED



INCLUSIONARY HOUSING COMPLIANCE OPTION SELECTION PERCENTAGE



MEDIAN HOME PRICES & INCOME RQ'D



FEATURED DEVELOPMENT:

MOUNTAIN BROOK DEVELOPMENT

By Habitat for Humanity of St. Vrain Valley

8 homes (4 duplexes) sold, housing 27 people

Root Policy Research
6740 E Colfax Ave, Denver, CO 80220
www.rootpolicy.com
970.880.1415

Executive Summary
City of Longmont Housing Affordability Needs Assessment

PREPARED FOR:

City of Longmont CO

DRAFT

7/11/2023

Report Organization:

- I. Demographic Framework
- II. Housing Market Trends
- III. Housing Needs Analysis

Defining Housing Affordability

Affordability is often linked to the idea that households should not be cost burdened from housing costs. A cost burdened household is one in which housing costs—rent or mortgage payment, taxes, and utilities—consumes more than 30% of monthly gross income. The 30% proportion is derived from mortgage lending requirements and follows flexibility for households to manage other expenses (e.g., childcare, health care, transportation, food costs). It is important to note that the City of Longmont has chosen to use 33% as a standard for some of its locally funded housing programs to be more realistic to the local market conditions. Eligibility for housing programs is based on how a household's income falls within income categories determined by the U.S. Department of Housing and Urban Development (HUD).

Introduction

The Housing Needs Assessment (HNA) is the first component of a two-phase study, designed to 1) assess the affordability needs in Longmont (HNA); and 2) evaluate the City's current inclusionary and incentive policies' ability to meet those needs. This report documents current housing needs through data analysis of current market trends.

Subsequent deliverables will provide recommendations for specific policy changes to help address housing needs and improve policy outcomes.

Why Work to Address Housing Needs?

- Research consistently shows that a constrained housing market negatively impacts economic growth while stable and affordable housing are central to the health of individuals, families, and communities.
- Households living in stable housing are more likely to spend their incomes in the local economy through direct spending on goods and services.
- Housing investments that allow workers to live near their place of employment can reduce the impacts of traffic and commuting.
- Affordable housing is key to providing high quality public services as many essential workers (e.g., doctors, nurses, and teachers) often leave communities that do not have an adequate supply of housing in their price range.
- Generational wealth from affordable home ownership is a major contributor to positive outcomes for children. As housing and equity are passed down, young adults have the option to remain in the community and have families of their own.

  Housing investments and stable housing environments also bolster local revenue, increase job readiness, help renters transition to homeownership, lower public costs of eviction and foreclosure, and increase the economic and educational opportunities for children.

A Note about Incomes...

Actual median incomes and HUD AMIs

HUD Area Median Income (AMI): *Housing programs rely on income limits published by the U.S. Department of Housing and Urban Development (HUD) that are represented as percentages of the area median family income (commonly abbreviated as "HUD AMI" or simply "AMI").*

HUD publishes current-year income limits based on an internal calculation that estimates AMIs by household size and region—in Longmont's case the region is defined as Boulder County, such that all Boulder County communities use the same AMIs for program eligibility. The 2023 HUD AMIs for a two-person household in Boulder County are shown at right, along with the rent and home prices that would be affordable at the specified incomes.

Income and affordability levels are shown for a household size of two

It is important to note that HUD AMIs, used to measure program eligibility, differ from the actual reported incomes of Longmont residents. For example, in 2021 (the most recent year data are available), the actual median income of Longmont residents was $83,104 (with an average household size of 2.5). The 2021 HUD AMI for Boulder County was $93,600 for a 2-person household and $105,300 for a 3-person household. Figure ES-1 shows the actual, reported median household incomes of Longmont and peer communities in 2021.

Figure ES-1. Median Household Income, Longmont and Peer Communities, 2021

Source: 2021 5-year ACS.

Summary of Housing Affordability Needs

Changes in affordability, mismatches in supply and demand, and cost burden

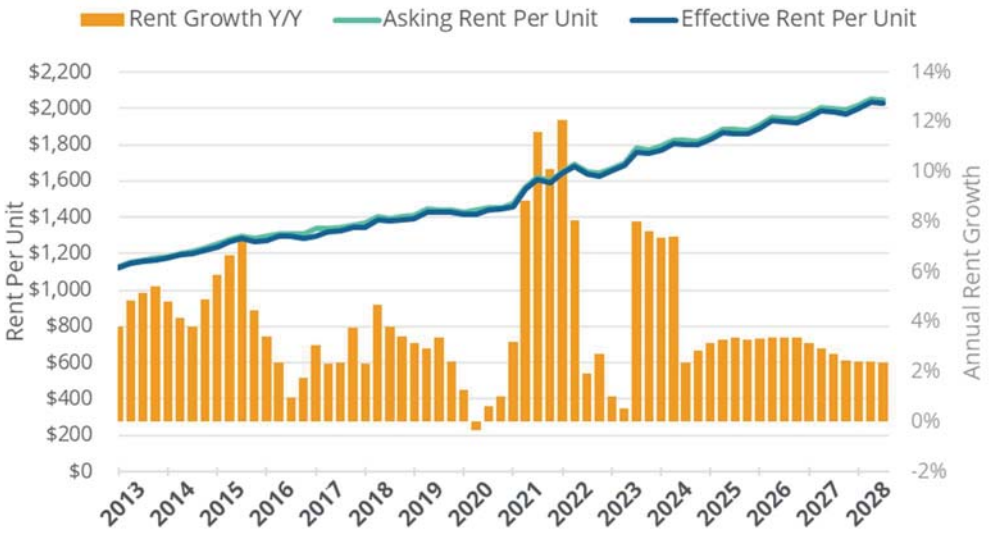
Changes in affordability: *The rise in home prices substantially outpaced incomes over the past five years. These trends coupled with rising interest rates are pushing homeownership further out of reach for many Longmont households. At the median, renter incomes were able to keep pace with rising rents; however, many renters still struggle to find rental units that are affordable and available.*

The average market-rate rent in 2023 ($1,700) generally serves households earning 60% to 80% AMI (depending on household and unit size) and new construction (median rent $1,950) typically serves renter households at 70% to 90% AMI (depending on household and unit size.

Figure ES-2. Rental Market Trends.

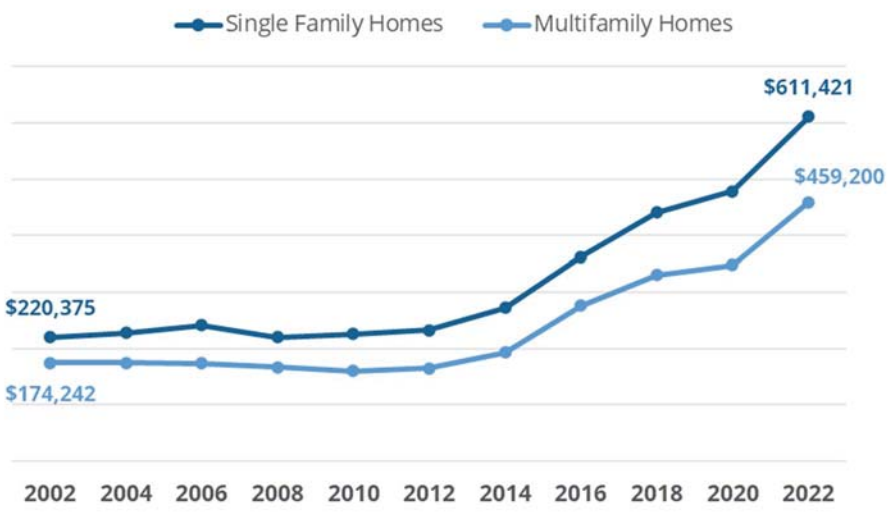
Note:
Figure II-15 in full report.

Source:
CoStar and Root Policy Research.



The median sale price of $611,421 is only affordable to 32% of Longmont households—those earning more than about 120% AMI (depending on household size). The median price is only affordable to 15% of Longmont renters—the pool of potential first-time buyers.

Figure ES-3. Median Home Price Trends.



Note: Figure II-18 in full report.
Source: IRES and Root Policy Research.

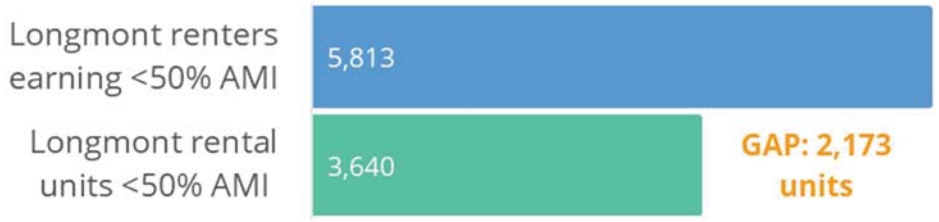
Summary of Housing Affordability Needs

Changes in affordability, mismatches in supply and demand, and cost burden

Affordability Gaps—mismatches in supply and demand by price-point: *The affordability gaps analysis indicates that affordability needs are concentrated below 50% AMI in the rental market and below 100% AMI in the for-sale market (though for-sale needs do persist up to 120% AMI.*

Collectively, there is an affordability shortage of 2,173 units for renters earning less than 50% AMI (even after accounting for the City's affordable, income-restricted rental inventory).

Figure ES-4. Rental Affordability Gaps.

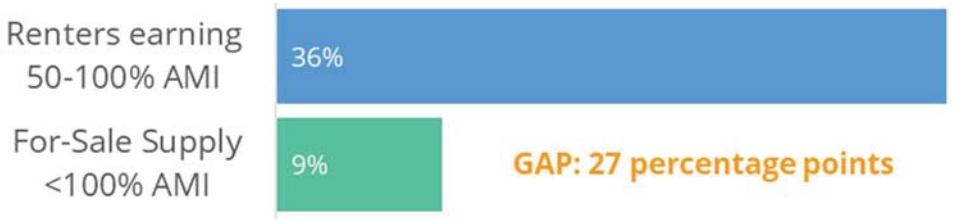


Note:
See Figure II-2 in full report.

Source:
2020 5-year ACS and Root Policy Research.

36% of renters have incomes between 50% and 100% of AMI—a range historically in consideration for first-time home purchase. However, only 9% of homes listed/sold in Longmont in 2022 were in their price-range. Potential buyers do not see proportional affordability in the market unless they have incomes over 120% AMI.

Figure ES-5. For-Sale Affordability Gaps.



Note:
See Figure II-2 in full report.

Source:
2020 5-year ACS and Root Policy Research.

Longmont's workforce faces considerable affordability challenges, which could push workers to seek housing elsewhere and/or make it increasingly difficult for employers to attract workers and for the City to attract employers. Fewer than half of all industries have average wages high enough to afford the median rent in Longmont and no industries have average wages high enough to afford the median sale price (even if they have 1.5 workers per household).

Affordability gaps can be addressed through new production of housing units at the needed price-points or through subsidies of existing units.

Summary of Housing Affordability Needs

Changes in affordability, mismatches in supply and demand, and cost burden

Cost Burden: *Nearly 7,000 households in Longmont are cost burdened and another 5,700 are severely cost burdened. Cost burden and severe cost burden collectively affect over half of Longmont renters and one in five Longmont owners.* Historically, a large share of low income households are cost burdened. In recent years, there has been a substantial increase in cost burden among moderate income households.

Figure ES-6. Cost Burden by Income and Tenure

Note: Figure III-10 in full report. 2013 ACS table is not available for Owner households. 2014 ACS data is shown instead.

Source: 2013, 2014 and 20215-year ACS and Root Policy Research.

Addressing Needs & Accommodating Growth

Next Steps: Policy Review

As part of the Boulder County Regional Housing Partnership, the City of Longmont has adopted a housing goal of achieving 12% of its housing stock deed-restricted and affordable by 2035. **Growth projections indicate the 12% target requires a total of 5,400 affordable units by 2025. The City is about halfway to its affordable production goal** at present, with 2,657 income-restricted units accounting for 6.5% of the total housing stock.

In addition to addressing the City's existing affordability needs, the City should also be prepared to absorb additional housing demand created by both economic and population growth in the City. **This will require the addition of both market-rate and affordable housing stock across a variety of product types** (e.g., apartments, townhome, duplexes, single family, etc.) in order to meet market preferences and changing demographics. Demographic shifts toward an older population also signal a need for more accessible/adaptable housing units (or programs) in Longmont.

Next Steps: *Inclusionary and incentive policy review*

Root Policy Research
6740 E Colfax Ave, Denver, CO 80220
www.rootpolicy.com
970.880.1415

City of Longmont

Housing Needs Assessment

PREPARED FOR:
City of Longmont, CO

DRAFT
7/11/2023

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SECTION I.

DEMOGRAPHIC FRAMEWORK

SECTION I.
Demographic Framework

This section of the Housing Needs Assessment summarizes existing conditions in Longmont and provides baseline data on the demographic, employment, and educational conditions of the city. For the purposes of this analysis, the following demographics are provided as context for Longmont's housing needs:

- Population,
- Race and ethnicity,
- Age,
- Household size and composition,
- Incidence of disability,
- Income and poverty,
- Employment by industry, and
- Commuting patterns.

Peer communities. Comparison geographies were selected for this analysis based on their size, proximity, land use, and socioeconomic composition. Peer communities included throughout the report include Arvada, Boulder, Broomfield, Lafayette, Louisville, and Loveland. Boulder County is also included as a regional comparison.

Population and Households

Figure I-1 shows the population growth for Longmont and peer communities between 2013 and 2021. In 2021, Longmont had an estimated population of 99,629 people. During this time, the City of Longmont grew by 14% (or about 12,000 people). This is similar to Arvada (13%) and Louisville (12%) but significantly lower than Broomfield (27%) and Lafayette (20%). Boulder grew at a much lower rate (5%) than Longmont and other peer communities.

The pace of population growth in Longmont has been increasing. Growth over the three-year period of 2018 to 2021 (7%) exceeded that of the previous 5-year period from 2013 to 2018 (6%). As of December 2022, Longmont's Planning Division estimated the population at 101,761.[1]

[1] https://www.longmontcolorado.gov/home/showpublisheddocument/35840/638132592537400000.

Figure I-1.
Population Growth, 2013-2021

	2013	2018	2021	2013-2018 Num. Change	2013-2018 Pct. Change	2018-2021 Num. Change	2018-2021 Pct. Change	2013-2021 Change
Longmont	87,607	93,244	99,629	5,637	6%	6,385	7%	14%
Arvada	108,300	117,251	122,903	8,951	8%	5,652	5%	13%
Boulder	100,363	107,360	104,930	6,997	7%	-2,430	-2%	5%
Broomfield	57,171	66,120	72,697	8,949	16%	6,577	10%	27%
Lafayette	25,238	28,002	30,307	2,764	11%	2,305	8%	20%
Louisville	18,831	20,705	21,091	1,874	10%	386	2%	12%
Loveland	68,712	75,395	75,938	6,683	10%	543	1%	11%
Boulder County	301,072	321,030	328,713	19,958	7%	7,683	2%	9%

Source: Root Policy Research and 2013, 2018, and 2021 5-year ACS data.

The pace of household[2] growth from 2013 to 2021 exceeded that of total population growth—Longmont added over 5,600 households during this time, representing an increase of 17%, as shown in Figure I-2.

Figure I-2.
Household Growth, 2013-2021

	2013	2018	2021	2013-2018 Change Total	2013-2018 Change Pct. Change	2018-2021 Change Total	2018-2021 Change Pct. Change	2013-2021 Change
Longmont	33,551	35,622	39,237	2,071	6%	3,615	10%	17%
Arvada	43,111	47,032	49,441	3,921	9%	2,409	5%	15%
Boulder	41,126	42,643	42,610	1,517	4%	-33	< 1%	4%
Broomfield	22,016	26,721	29,487	4,705	21%	2,766	10%	34%
Lafayette	10,346	11,418	12,552	1,072	10%	1,134	10%	21%
Louisville	7,722	8,202	8,400	480	6%	198	2%	9%
Loveland	28,338	31,285	32,888	2,947	10%	1,603	5%	16%
Boulder County	120,521	125,894	131,701	5,373	4%	5,807	5%	9%

Source: Root Policy Research and 2013, 2018, and 2021 5-year ACS data.

[2] A household consists of all the people who occupy a housing unit including family members and all unrelated people.

Of all peer communities, Longmont was the only community to have households grow at a greater rate between 2018 and 2021 than growth between 2013 and 2018. A higher percent change in the number of households compared to the population indicates a trend toward smaller household sizes in the city and/or absorption of vacant units. Changes in the city's age distribution support a trend toward smaller household sizes as well: there was an increase in young adult[3] households (less likely than middle-age residents[4] to have children) and older adults[5] and seniors who are "empty nest" and/or living alone (see Figure I-6 for age data).

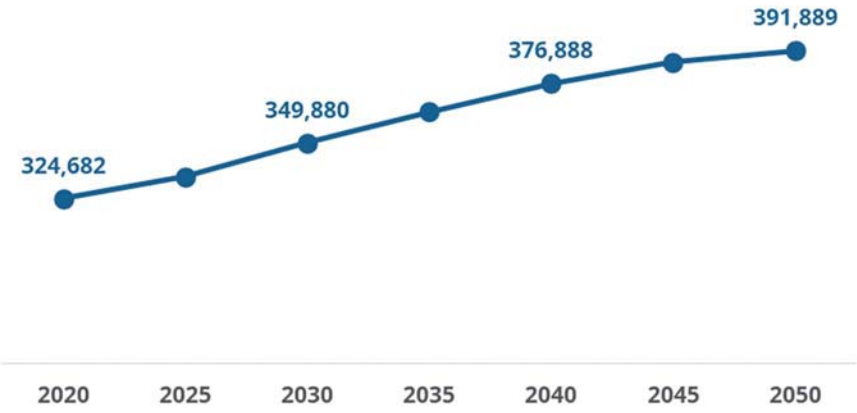
Households in Lafayette, Loveland, and Arvada grew at a similar rate. Broomfield added the most households with a growth rate of 34% (or an additional 7,471 households). Boulder and Louisville are outliers with only 4% and 9% household growth between 2013 and 2021. Boulder was also the only peer community to have lost households between 2018 and 2021.

Although long-term population projections are not available at the municipal level, Figure I-3 presents population projections between 2020 and 2050 for Boulder County overall. According to Colorado's Demography Office, Boulder County's population is expected to increase from 324,682 in 2020 to over 390,000 in 2050, an increase of 21%. During this time, the average annual percentage change for Boulder County is expected to remain below 1%.

Figure I-3. Population Projections, Boulder County, 2020-2050

Note:
Data are not available by municipality.

Source:
Colorado State Demography Office and Root Policy Research.



[3] Young adults are generally defined as being between the ages of 18 and 35.

[4] Middle-age residents are generally defined as being between the ages of 35 and 65.

[5] Older adults and seniors are defined as residents over the age of 65.

Household size. In 2021, Longmont's average household size was 2.50 people, down from 2.59 in 2013. As shown in Figure I-4, the share of larger households (4 or more people) decreased, offset by an increase in the share of one-person households.

Figure I-4. Number of People per Household. Longmont, 2013-2021

Source:
2013, 2018, and 2021 5 year ACS.

Owner households are only slightly larger than renter households on average (2.52 people vs. 2.48, respectively). Non-family households are the smallest, on average (1.29); married couple households include 3.14 people on average.

Household composition. As shown in Figure I-5, the majority of households in Longmont are family households (63% of all households). Married couples comprise the largest portion of family households in the city (48%), most of which do not have children of their own (30%). The remainder are single parents or unmarried partners (15%). Overall, more than a quarter (27%) of households have children under the age of 18.

Family households[6] decreased from 67% in 2013 to 63% in 2021. Married couples[7] with children also decreased during this time—in 2013, almost a quarter of married couple households lived with children of their own compared to 18% in 2021. Changes in households with children have been offset by a proportionate increase in non-family households[8] living with roommates or unmarried partners.[9] The proportion of non-family households increased from 33% to 37% between 2013 and 2021.

[6] The U.S. Census Bureau defines a family household as a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together. All such people are considered as members of one family.

[7] For census purposes, a married couple is a husband and wife enumerated as members of the same household. The married couple may or may not have children living with them.

[8] A nonfamily household consists of a householder living alone (a one-person household) or where the householder shares the home exclusively with people to whom he/she is not related.

[9] Household in which the householder reports having an unmarried partner—a person with whom they share living quarters and have an intimate relationship.

Figure I-5.
Household Composition, Longmont, 2021

Source:
Root Policy Research and 2021 5-year ACS data.

	Total	Percent
Total households	**39,237**	**100%**
Family households	**24,792**	**63%**
Married couple	18,814	48%
Married couple with children	7,110	18%
Married couple without children	11,704	30%
Single head of household	5,978	15%
Female householder	4,070	10%
Female householder with children	2,346	6%
Female householder without childrer	1,724	4%
Male householder	1,908	5%
Male householder with children	991	3%
Male householder without children	917	2%
Non-family households	**14,445**	**37%**

Age Profile

Much like other cities and regions in the country, Longmont's population is aging. Since 2013, residents between the ages of 65 to 74 grew by 76% (or 4,167 people), representing the largest increase of all age cohorts. Residents over the age of 85 also grew, with an additional 770 individuals—an increase of 58%.

Figure I-6.
Age Profile, Longmont, 2013-2021

				2013-2018		2018-2021		
	2013	2018	2021	Num. Change	Pct. Change	Num. Change	Pct. Change	2013-2021 Change
Total Population	**87,607**	**93,244**	**99,629**	**5,637**	**6%**	**6,385**	**7%**	**14%**
Under 18 years	25,067	25,128	23,677	61	0%	-1,451	-6%	-6%
18 to 34 years	17,378	17,447	19,236	69	0%	1,789	10%	11%
35 to 44 years	12,396	13,004	14,153	608	5%	1,149	9%	14%
45 to 54 years	12,977	12,811	12,488	-166	-1%	-323	-3%	-4%
55 to 64 years	10,040	11,513	13,280	1,473	15%	1,767	15%	32%
65 to 74 years	5,519	7,883	9,686	2,364	43%	1,803	23%	76%
75 to 84 years	2,892	3,669	4,161	777	27%	492	13%	44%
85 years or older	1,338	1,789	2,108	451	34%	319	18%	58%

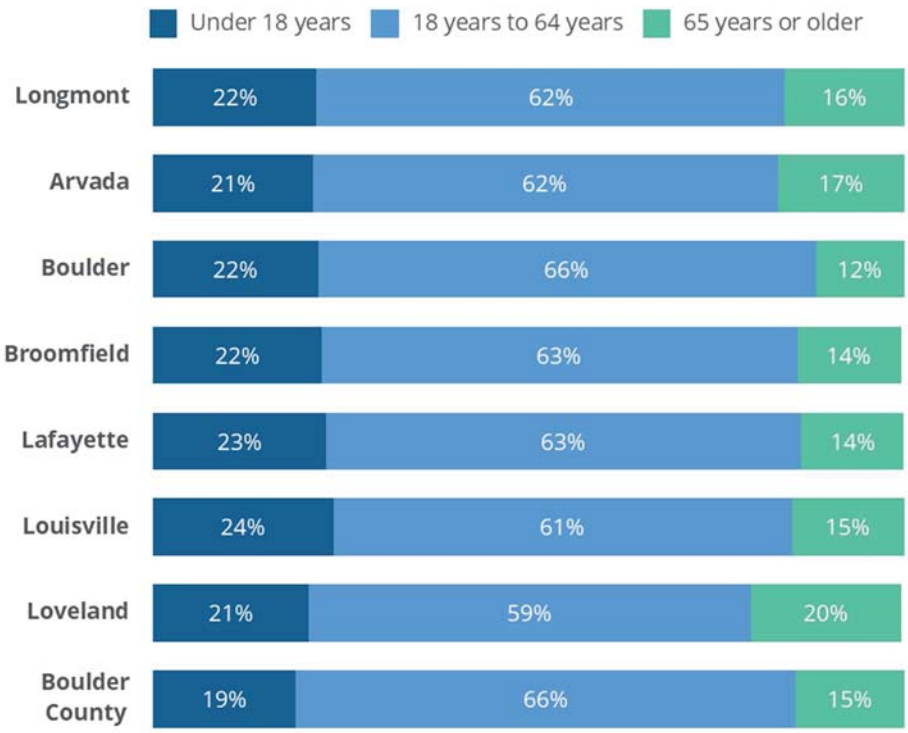
Source: Root Policy Research and 2013, 2018, and 2021 5-year ACS.

Young- and middle-aged adults (18 to 35 years and 35 to 44 years) grew at about the same pace as the population overall between 2013 and 2021, with most of their growth occurring in the period between 2018 and 2021. This increase is primarily driven by an influx of working-age residents as opposed to college students (the number and proportion of residents enrolled in college and/or graduate school was flat).

As shown in figure I-7, Longmont has a similar age profile to peer communities. Loveland has a larger share of seniors compared to peer communities—individuals over the age of 65 comprise one-fifth (20%) of Loveland's total population. Conversely, seniors in Boulder comprise only 12% of the city's total population.

Figure I-7. Share of Population by Age Cohort, Longmont and Peer Communities, 2021

Source:
2021 5-year ACS.

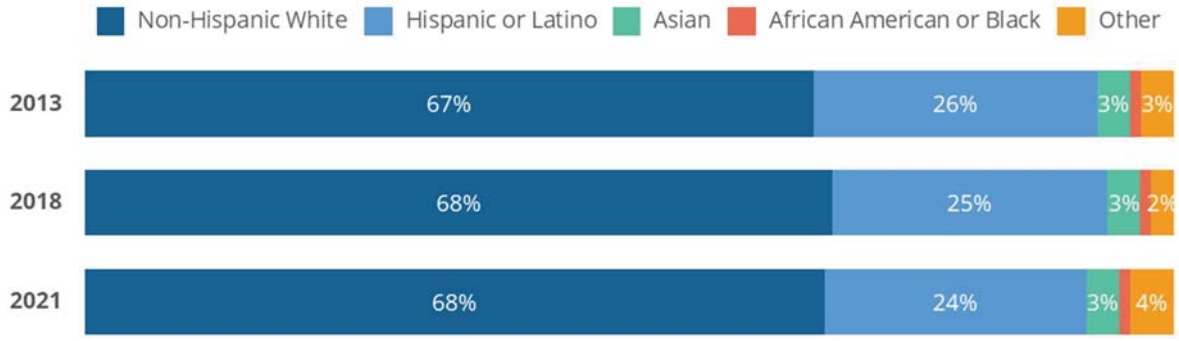


Race and Ethnicity

About two-third of Longmont residents identify as non-Hispanic White, about a quarter identify as Hispanic, and the remainder identify as another racial/ethnic group.

The racial and ethnic composition of Longmont's population has remained relatively stable since 2013 with minor changes among non-Hispanic White residents and Hispanic or Latino residents (Figure I-8). Between 2013 and 2021, the total share of non-Hispanic White residents increased by one percentage point, representing an additional 8,294 residents. During the same time period, residents identifying as Hispanic or Latino slightly decreased from 26% of the population in 2013 to 24% in 2021.

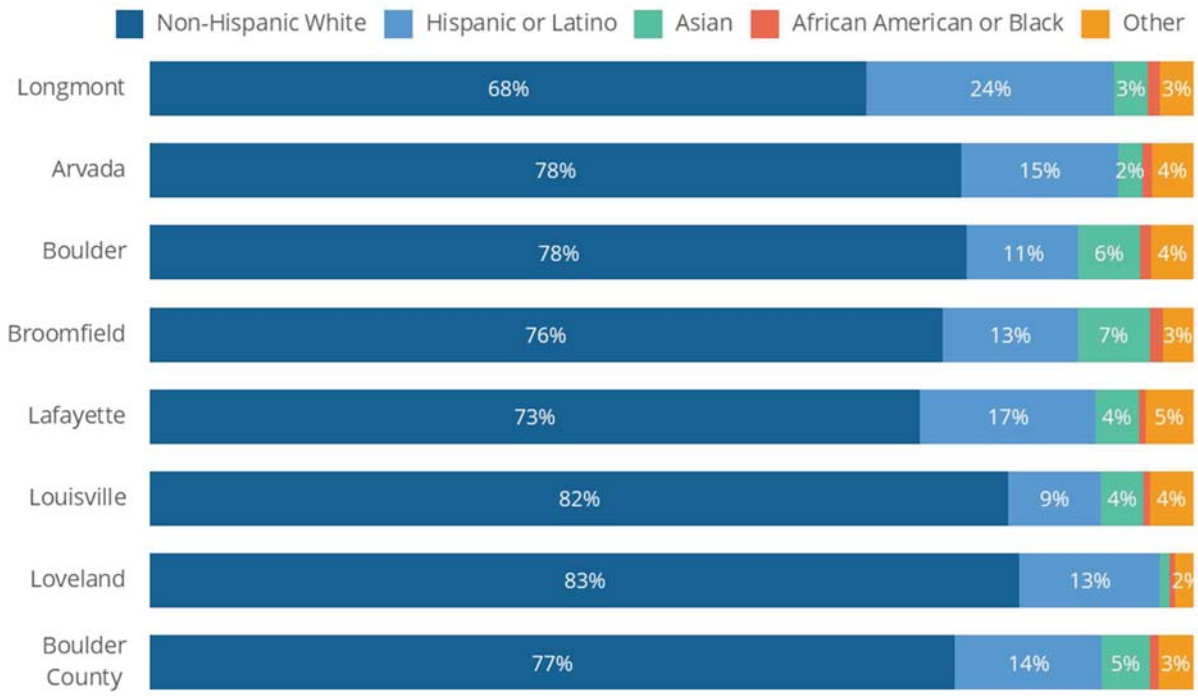
Figure I-8.
Share of Population by Race and Ethnicity, Longmont, 2013-2021



Source: Root Policy Research and 2013, 2018, and 2021 5-year ACS.

Figure I-9 compares the racial and ethnic composition of Longmont in 2021 to peer communities. Non-Hispanic White residents comprise the largest share in Boulder County as well as other peer communities in the region. Loveland and Louisville have a comparatively greater population of non-Hispanic White individuals at 83% and 82% respectively. Conversely, Longmont and Lafayette have the highest share of racial and ethnic minorities at 32% and 27% respectively.

Figure I-9.
Share of Population by Race and Ethnicity, Longmont and Peer Communities, 2021



Source: 2021 5 year ACS and Root Policy Research.

Residents with a Disability

Figure I-10 shows the incidence of disability by age and type for the City of Longmont. Overall, 11% of residents in Longmont have at least one disability. Seniors experience the highest incidence of disability with over half (55%) living with at least one disability. Ambulatory and hearing difficulties are highest for seniors at 16% and 13% respectively.

Only five percent (5%) of residents under the age of 18 have a disability. The most common disability among this age cohort is cognitive difficulties (2%).

Figure I-10. Incidence of Disability by Age and Type, Longmont, 2021

Source:

Root Policy Research and 2021 5-year ACS.

	Total	Residents with a Disability	Percent with a Disability
Total	**98,190**	**17,613**	**11%**
Under 18 years old	**21,376**	**980**	**5%**
With a hearing difficulty		112	1%
With a vision difficulty		112	1%
With a cognitive difficulty		529	2%
With an ambulatory difficulty		75	0%
With a self-care difficulty		152	1%
18 to 64 years old	**61,458**	**7,927**	**13%**
With a hearing difficulty		1,131	2%
With a vision difficulty		1,079	2%
With a cognitive difficulty		2,134	3%
With an ambulatory difficulty		1,488	2%
With a self-care difficulty		520	1%
With an independent living difficulty		1,575	3%
Over 65 years old	**15,955**	**8,706**	**55%**
With a hearing difficulty		2,009	13%
With a vision difficulty		996	6%
With a cognitive difficulty		960	6%
With an ambulatory difficulty		2,521	16%
With a self-care difficulty		658	4%
With an independent living difficulty		1,562	10%

As the population continues to age, the incidence of disability will likely increase, specifically for residents with ambulatory and independent living difficulties. Shifting demographics will result in changing housing needs such as accessible and visitable housing units for residents living with a disability.

Income and Poverty

This section presents median household income and poverty trends in Longmont and peer communities.

Household income. In 2021, the median household income in Longmont was $83,104, an increase of 19% (or $13,200) from 2018.[10] As shown in Figure I-11, median household incomes for Longmont residents are relatively low compared to peer communities. Residents in Louisville and Broomfield have median incomes above $100,000 compared to Boulder and Loveland with a median income of $74,902 and $73,907, respectively. Note that Boulder's median income is low due to the large share of student resdients, who tend to have temporarily low incomes.

Figure I-11.
Median Household Income, Longmont and Peer Communities, 2021

Note: The average household size in Longmont is 2.5 people.

Source: 2021 5-year ACS.

Income by household type and size. Incomes vary by household size, type, and tenure. As would be expected, one-person households have substantially lower incomes on average because they—by definition—only include a single worker. As shown in Figure I-

[10] Note that ACS data on household incomes differs from HUD Area Median Family Incomes, which are published to determine program-related income limits. The ACS data shown in this section reflect the most current ACS data specifically for the City of Longmont; HUD income limits reflect Boulder County overall (not just Longmont) and are determined by HUD's formula for calculating program income limits as opposed to reporting data from household surveys.

12, two-person households in Longmont had a median income of $89,005 in 2021 (and have on average 1.2 workers per household).

Figure I-12.
Median Household Income by Household Size, Longmont, 2021

Source:
2021 5 year ACS.

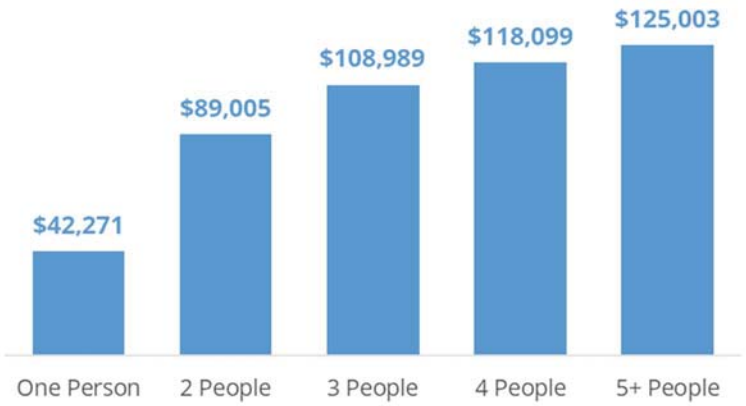


Figure I-13 shows household incomes by household type. Family households, which are more likely to include multiple earners, have substantially higher income than non-family households. In addition, family households experienced higher income gains over the past 3 years than non-family households.

Figure I-13.
Median Household Income by Household Composition, Longmont, 2013-2021

				2013-2018 Change		2018-2021 Change	
	2013	2018	2021	Total	Pct. Change	Total	Pct. Change
All households	$58,698	$69,857	$83,104	$11,159	19%	$13,247	19%
Family households	$70,864	$83,307	$102,992	$12,443	18%	$19,685	24%
Married couple households	$81,521	$101,488	$118,055	$19,967	24%	$16,567	16%
Non-family households	$38,352	$41,329	$48,302	$2,977	8%	$6,973	17%

Source: 2013, 2018, and 2021 5-year ACS.

Income by tenure. Figure I-14 illustrates median household income by tenure in 2013, 2018, and 2021 in Longmont. Homeowners in Longmont have incomes 25% higher than the overall median household income and almost double the median income of renters.

Household income gains among homeowners exceeded that of overall households, increasing by $13,387 from 2018 to 2021. Although incomes for renter households had the greatest percent change (23%), the median income for renters increased by only $10,373.

Figure I-14.
Median Household Income by Tenure, Longmont, 2013-2021

	2013	2018	2021	2013-2018 Change		2018-2021 Change	
				Total	Pct. Change	Total	Pct. Change
All households	$58,698	$69,857	$83,104	$11,159	19%	$13,247	19%
Owner households	$80,241	$90,779	$104,166	$10,538	13%	$13,387	15%
Renter households	$35,647	$44,538	$54,911	$8,891	25%	$10,373	23%

Source: 2013, 2018, 2021 5-year ACS.

Figure I-15 shows the household income distribution by tenure in 2013 and 2021. Both renters and owners saw a shift toward higher income households:

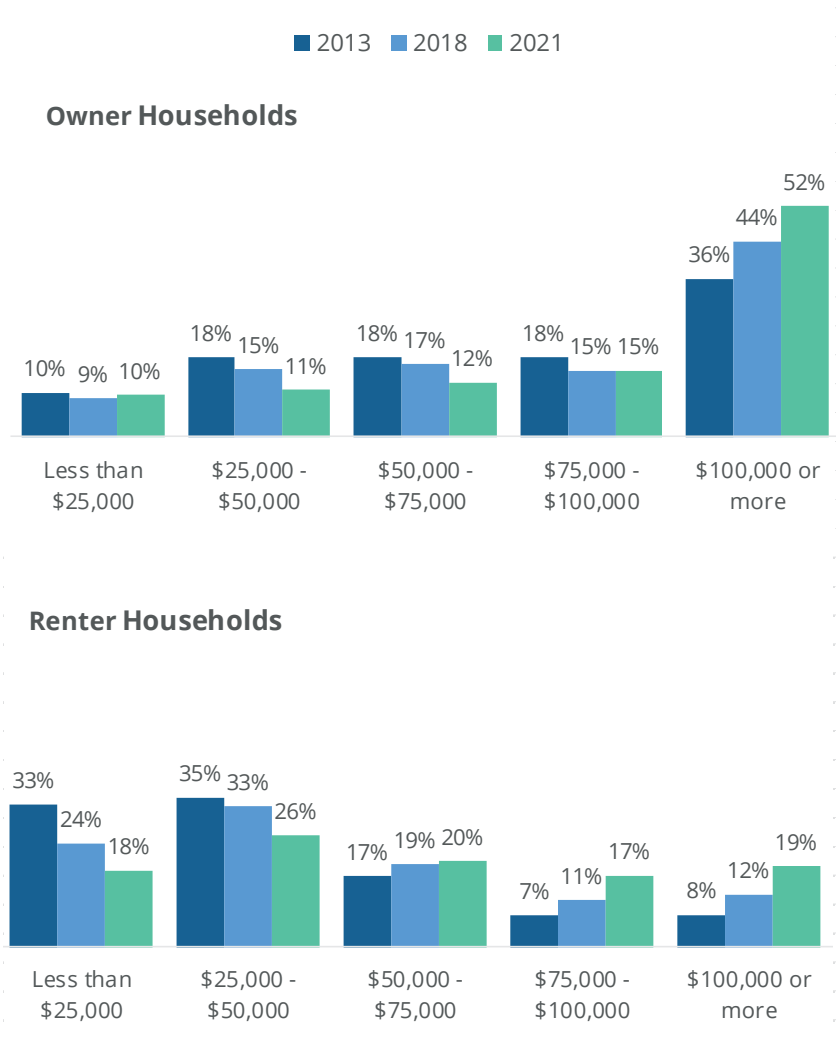
- Among owner households in Longmont, the share of households with incomes above $100,000 increased from 36% in 2013 to over half (52%) in 2021. This rise was offset by a proportional decline in households earning $25,000 to $100,000, while lower income households (less than $25,000) remained stable.

- The share of renters in lower income households progressively decreased since 2013 with the greatest decline among renters earning less than $25,000. Similar to owner households, renters with incomes above $75,000 experienced the greatest increase. This is especially prominent for renters earning over $100,000—in 2013, eight percent (8%) of renters comprised this income bracket compared to 19% in 2021.

The upward shift in renter incomes can be driven by a variety of factors including lower renters being priced out of the market; an influx of higher income renters; middle/high income renters remaining renters rather than entering homeownership; as well as rising incomes of existing renters.

Figure I-15. Income Shifts by Tenure, Longmont, 2013-2021

Source:
2013, 2018, and 2021 5 year



HUD Area Median Family Income. The data presented in the previous figures reflects ACS data on household income, as reported by households responding to the Census Bureau's annual survey. Housing programs, however, rely on income limits published by the U.S. Department of Housing and Urban Development (HUD) that are represented as percentages of the area median family income (commonly abbreviated as "HUD AMI" or simply "AMI").

HUD publishes current-year income limits based on an internal calculation that estimates AMIs by household size and region—in Longmont's case the region is defined as Boulder County, such that all Boulder County communities use the same AMIs for program eligibility. Figure I-16 shows the income limits and AMIs that apply to Longmont and Boulder County in 2023 and Figure I-17 estimates the number of Longmont households who fall into each AMI category (using 2021 ACS data matched with the 2021 HUD AMI).

Overall, about 60% of Longmont households fall below the Boulder County HUD median income; 81% of Longmont renters have incomes below the Boulder County HUD median.

Figure I-16. 2023 HUD AMI for Boulder County and Longmont

Note:
City of Boulder uses a HUD option that allows for higher income limits within the City.

Source:
HUD Income Limits.

	Persons in Family				
	1	2	3	4	5
Extremely Low Income Limits (30% AMI)	$27,900	$31,900	$35,900	$39,850	$43,050
Very Low Income Limits (50% AMI)	$46,500	$53,150	$59,800	$66,400	$71,750
Low Income Limits (80% AMI)	$66,700	$76,200	$85,750	$95,250	$102,900
HUD Median Family Income (100% AMI)	$93,000	$106,300	$119,600	$132,800	$143,500
120% HUD AMI	$111,600	$127,560	$143,520	$159,360	$172,200

Figure I-17. Longmont Households By HUD AMI Levels

Note:
Root estimate based on 2021 ACS data and 2021 income limits.

Source:
HUD Income Limits, 2021 5-year ACS, and Root Policy Research.

	Owners		Renters		Total	
Household Income	Num.	Pct.	Num.	Pct.	Num.	Pct.
Less than 30% AMI	2,859	11%	2,989	21%	5,849	15%
30% to 50% AMI	2,188	9%	2,824	20%	5,013	13%
50% to 80% AMI	3,864	16%	3,381	24%	7,244	18%
80% to 100% AMI	3,019	12%	1,791	13%	4,809	12%
100% to 120% AMI	2,559	10%	990	7%	3,549	9%
120% AMI or higher	10,434	42%	2,339	16%	12,773	33%

Poverty. Figure I-18 shows poverty rates in Longmont by age cohort in 2018 and 2021. In three years, Longmont's individual poverty rate decreased by two percentage points. Poverty among seniors shows a different trend than other age cohorts—seniors were the only group with stagnant poverty rates. This is particularly important as low-income seniors are at a higher risk for housing instability and homelessness—with rising housing prices and fixed incomes, many seniors struggle to meet their housing costs.

Figure I-18. Poverty Rate by Age Cohort, Longmont, 2018-2021

Note:
2013 poverty rates by age cohort are not available.

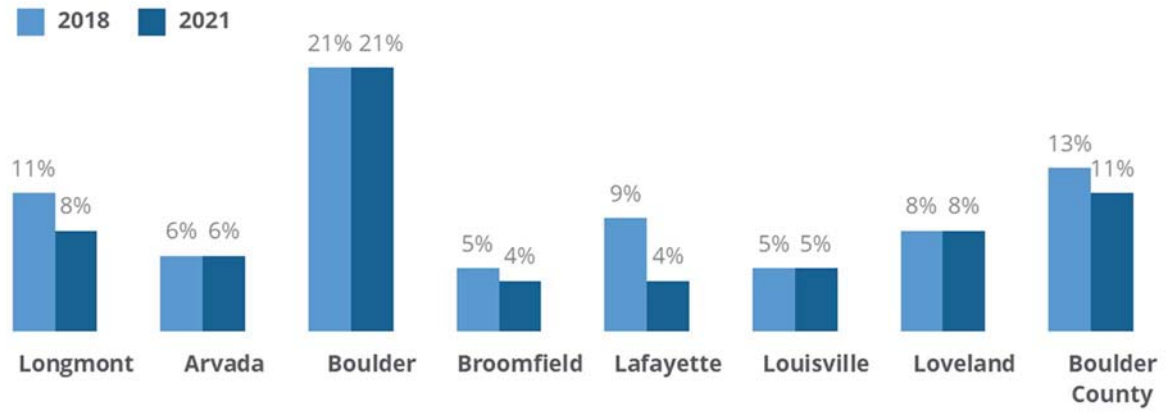
Source:
2018 and 2021 5year ACS.

				2013-2018	2018-2021
	2013	2018	2021	Pct. Point Change	Pct. Point Change
Total population	15%	10%	8%	-5%	-2%
Under 5 years	28%	21%	15%	-7%	-6%
5 to 17 years	19%	13%	9%	-6%	-4%
18 to 34 years	19%	14%	10%	-5%	-4%
35 to 64 years	10%	7%	6%	-3%	-1%
65 years or older	8%	7%	8%	-1%	< 1%

Figure I-19 presents individual poverty rates for Longmont and peer communities in 2018 and 2021. Longmont had an individual poverty rate of 8% in 2021 similar to Loveland but substantially lower than Boulder which had a poverty rate of 21% in both 2018 and 2021. Louisville, Lafayette and Broomfield have comparatively lower rates at below 5%.

Poverty in Longmont decreased by three percentage points between 2018 and 2021. Boulder County and Lafayette experienced similar drops.

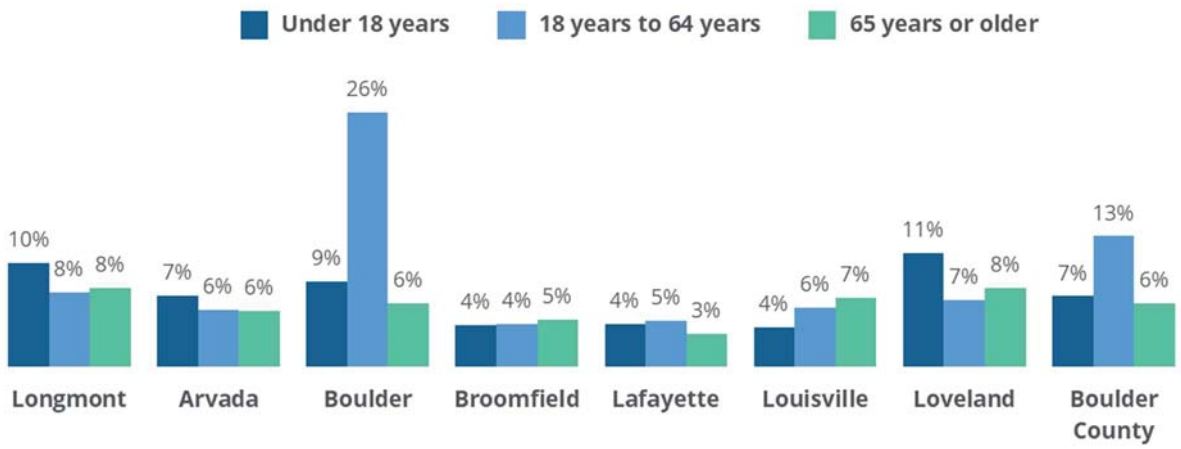
Figure I-19.
Individual Poverty Rate, Longmont and Peer Communities, 2018 and 2021



Source: 2018 and 2021 ACS.

The relatively high poverty rates in the City of Boulder and Boulder County are likely driven by the presence of college students, which tend to have high poverty but for a relatively short period of time (while in school). Figure I-20 presents poverty rates in 2021 by age cohort for Longmont and peer communities.

Figure I-20.
Poverty by Age Cohort, Longmont and Peer Communities, 2021

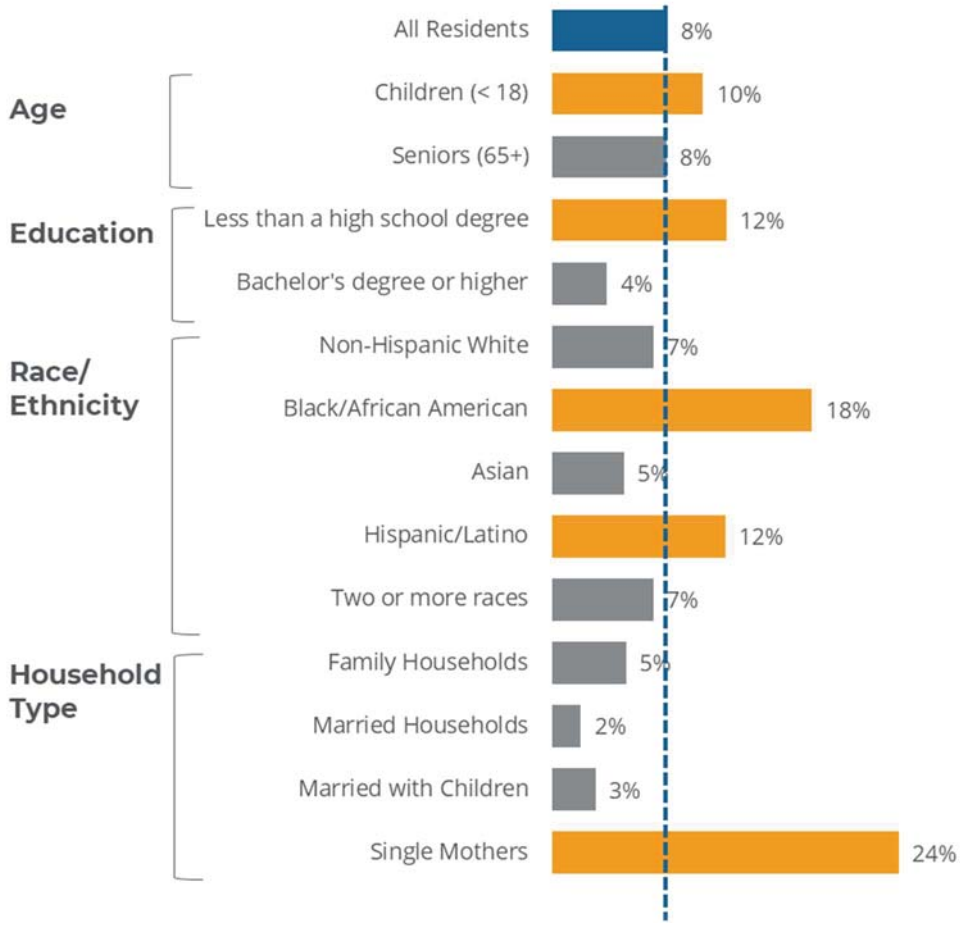


Source: 2021 5-year ACS.

Figure I-21 shows poverty rates in Longmont by select demographic characteristics. Poverty rates express the proportion of that group that is living in poverty; yellow shading indicates that residents or households with the specific characteristic have higher-than-typical poverty rates.

Poverty rates are highest among single mothers—almost a quarter (24%) of single mothers in Longmont are living in poverty. Residents identifying as African American or Black closely follow with 18% living in poverty. Hispanic residents, children, and residents with low educational attainment are also more likely to be in poverty than the typical Longmont resident.

Figure I-21.
Poverty Rates by Characteristic, Longmont, 2021



Note: Poverty rates express the proportion of that group that is living in poverty (e.g., 10% of all children are in poverty). Individuals may appear in multiple category (e.g., senior and Asian and family household, etc.).

Yellow shading indicates above average poverty.

Source: 2021 5-year ACS.

Employment

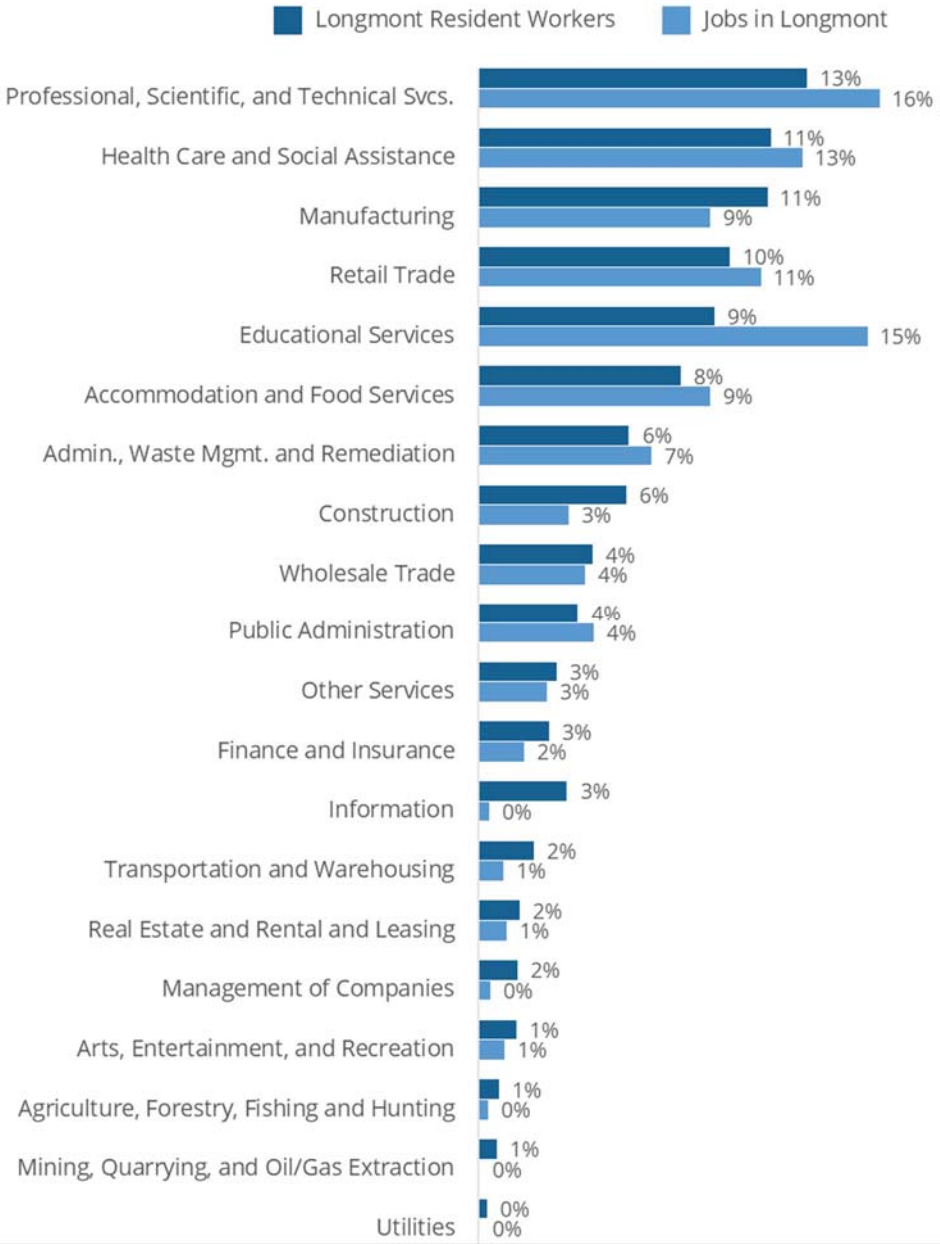
This section of the report provides employment data for Longmont including industry profile, commuting patterns, and the mode of transportation residents use to get to their place of employment.

Jobs and workers by industry. Figure I-22 shows the industry profile of both Longmont residents and jobs that are located in Longmont. More than half (54%) of jobs in Longmont are concentrated in four industries: Professional, Scientific, and Technical Services (16%), Educational Services (15%), Health Care and Social Assistance (13%), and Retail Trade (11%). Top employment sectors for Longmont residents, most of whom are out-commuters, include Professional, Scientific, and Technical Services (13%), Health Care and Social Assistance (11%), Manufacturing (11%), and Retail Trade (10%).

Figure I-22. Industry Profile of Jobs and Workers, Longmont, 2020

Note:
Industries are sorted in descending order by the percentage of resident workers in Longmont.

Source:
LEHD 2020.



Commute patterns. Figure I-23 shows commuting patterns for Longmont in 2020. Residents of Longmont are significantly more likely to work outside of the city—almost three in four (72%) of resident workers hold jobs outside of Longmont compared to only 28% (12,370 residents) living and working in Longmont. The most common out-commuting destinations (i.e., places where Longmont residents work) are Boulder, Denver, and Westminster.

According to Census data, there are about 37,000 jobs located in Longmont; two-thirds of these jobs are filled by in-commuters. In-commuters live across a wide variety of communities, as shown in Figure I-23.

Figure I-23. Commute Patterns and Top Origins and Destinations, Longmont, 2020

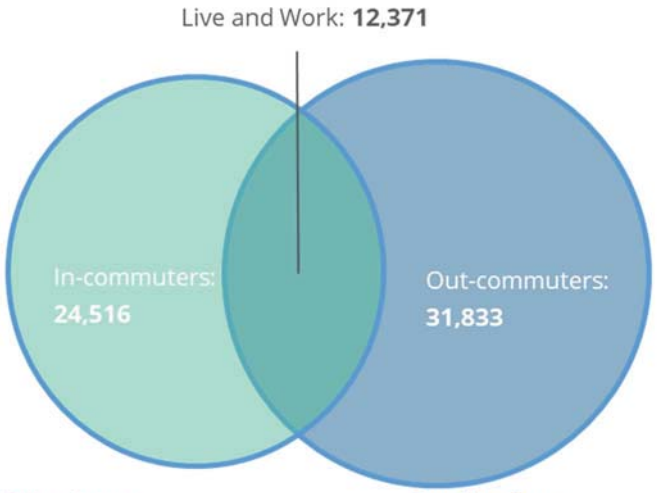
Note:

Longitudinal Employer-Household Dynamic (LEHD) data are not available after 2020.

Overall commuting was slightly lower in 2020 (see Figure I-24) ; likely due to COVID impacts but destinations and origins remain consistent over time.

Source:

Root Policy Research and LEHD Origin-Destination Statistics.



Originations:
Where do Longmont workers live?

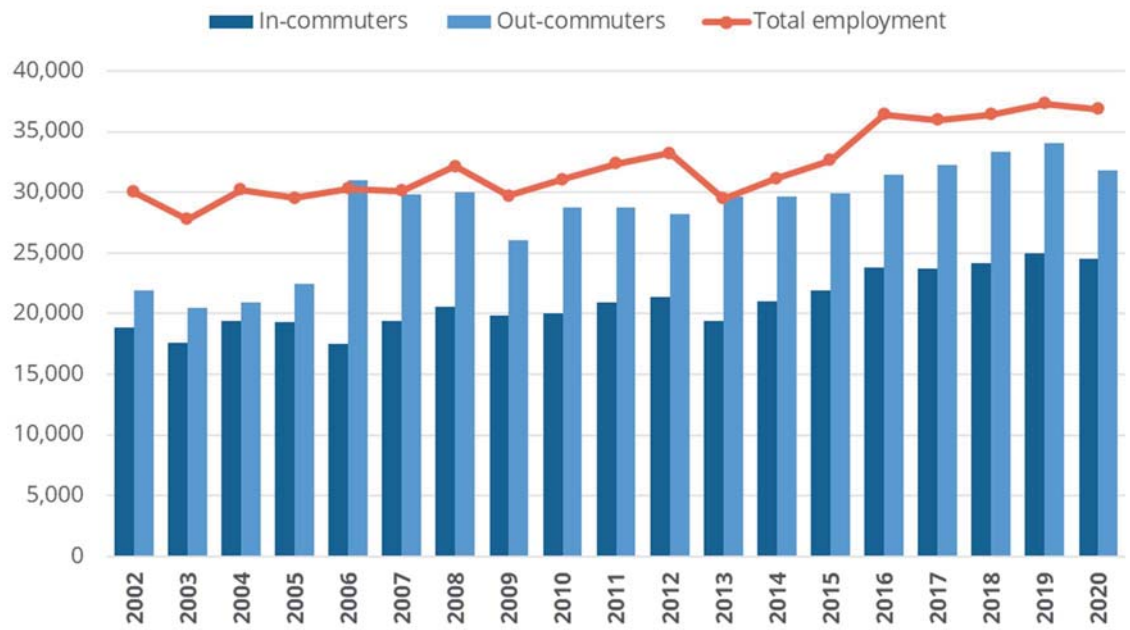
1. Loveland (6%)
2. Firestone (5%)
3. Boulder (5%)
4. Denver (4%)
5. Erie (4%)
6. Fort Collins (4%)
7. Frederick (3%)
8. Broomfield (3%)
9. Greeley (3%)
10. Other (63%)

Destinations:
Where to Longmont residents work?

1. Boulder (28%)
2. Denver (11%)
3. Westminster (3%)
4. Broomfield (3%)
5. Aurora (3%)
6. Louisville (3%)
7. Fort Collins (3%)
8. Lafayette (3%)
9. Lovelend (2%)
10. Other (30%)

Figure I-24 shows trends in commuting relative to total employment. Although the number of jobs in Longmont has increased over the years, there are still a large number who live outside of Longmont accessing these jobs while an increasing number of Longmont residents are commuting to jobs outside the City.

Figure I-24.
Commute Patterns and Total Employment, Longmont, 2002-2020



Source: Root Policy Research and LEHD.

Transportation. Longmont is served by 4 local bus routes and 4 regional bus routes.[11] The average commute time among Longmont resident workers is about 25 minutes—similar to travel time for the state overall (24 minutes), but 10% higher than Boulder County residents overall. Most residents travel to work by driving alone (73%), but 9% carpool, 2% use public transit, and 3% either walked, biked, or took a cab/car share. About 14% of Longmont resident workers work from home (up from 8% in 2018).

According to the American Automobile Association (AAA), the average annual cost of owning a new car is $10,538 per year, including depreciation, finance, fuel, insurance, license, registration, taxes, and maintenance.[12] This breaks down to approximately $878 per month.

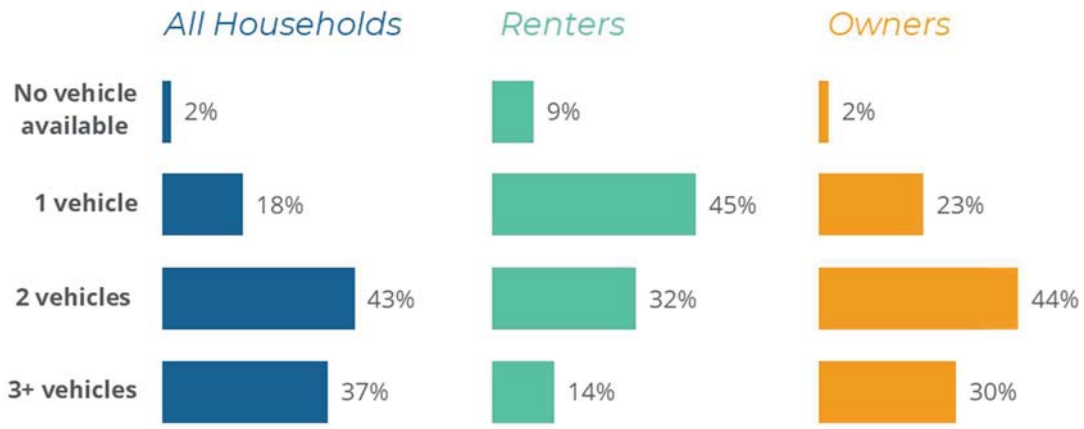
Only 2% of Longmont's households did not have a vehicle available to them in 2021, as shown in Figure I-25. Comparatively, nearly half of households had two vehicles and 37% had more than three vehicles. However, renters are much more likely to have no vehicles available or just one vehicle per household.

[11] Envision Longmont 2021 Community Profile.

[12] 2021 costs for a medium sedan as determined by AAA were used for this estimate. https://newsroom.aaa.com/wp-content/uploads/2021/08/2021-YDC-Brochure-Live.pdf

Given average fuel and maintenance costs, travelling by personal car can be a significant expense for households. This is a particular concern for low income residents in Longmont who may be struggling to meet their housing costs.

Figure I-25.
Households by Number of Vehicles Available, Longmont, 2021



Source: 2021 5-year ACS data..

SECTION II.

HOUSING MARKET TRENDS

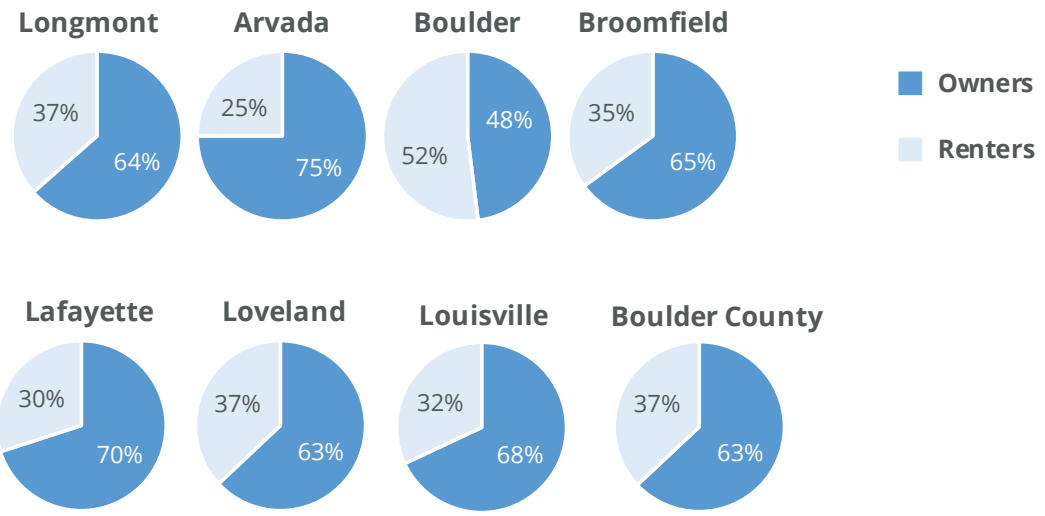
SECTION II.
Housing Market Trends

This section provides an overview of Longmont's housing stock and price trends for both renter and owner occupied housing. An analysis of the city's housing market and housing trends will establish the context for the subsequent discussion of Longmont's housing needs (Section III).

Renters and Owners in Longmont

Two thirds (64%) of households in Longmont are owners, up slightly from 62% in 2014 and similar to the ownership rate in the County overall (63%).

Figure II-1.
Ownership Rates, Longmont and Peer Communities, 2021



Source: 2021 5-year ACS.

Figure II-2 summarizes the characteristics of owners and renters in Longmont. The figure illustrates the number and distribution of owner and renter households by demographic characteristics as well as homeownership rates. Key differences between Longmont's owner and renter households include:

- Owners tend to be older and have higher incomes than renter households:
  - The median income for owner households is nearly twice that of renter households ($104,166 for owners compared to $54,911 for renters).

- Seniors are significantly more likely to own their homes—78% of seniors are homeowners in Longmont, compared to 57% of 35-to-44-year olds and 34% of 18-to-35-year olds.

- There are significant racial/ethnic disparities in homeownership in Longmont: Just 19% of Black householders are owners, compared to 68% of non-Hispanic White householders and 64% of Asian householders. Hispanic householders also have relatively low rates of homeownership (42%).

- Married couple households have higher ownership rates than households with a single householder. Three in four (77%) married couple households own their home compared to single female and male householders at 46% and 55% respectively.

Figure II-2. Profile of Owners and Renters in Longmont, 2021

	Owners		Renters		
	Num.	Pct.	Num.	Pct.	Ownership Rate
Total Households	**24,923**	**100%**	**14,314**	**100%**	64%
Median Income	**$104,166**		**$54,911**		
Race and Ethnicity					
Non-Hispanic White	20,944	84%	9,713	68%	68%
Black or African American	91	0%	380	3%	19%
Asian	768	3%	427	3%	64%
Hispanic or Latino	2,509	10%	3,438	24%	42%
Other	536	2%	602	4%	47%
Age of Householder					
Under 35 years	2,523	10%	4,834	34%	34%
35 to 44 years	4,418	18%	3,340	23%	57%
45 to 64 years	9,999	40%	3,859	27%	72%
Over 65 years	7,983	32%	2,281	16%	78%
Household Type					
Family households	**17,461**	**70%**	**7,331**	**51%**	70%
Married family households	14,524	58%	4,290	30%	77%
Male householder, no spouse	1,046	4%	862	6%	55%
Female householder, no spouse	1,891	8%	2,179	15%	46%
Non-family households	**7,462**	**30%**	**6,983**	**49%**	52%
Living alone	5,917	24%	5,415	38%	52%
Not living alone	1,545	6%	1,568	11%	50%
Education of Householder					
Less than high school graduate	1,033	4%	1,720	12%	38%
High school graduate (or equivalent	3,358	13%	2,909	20%	54%
Some college or associate's degree	6,633	27%	4,762	33%	58%
Bachelor's degree or higher	13,899	56%	4,923	34%	74%

Note:
Percentages of owners and renters by race or ethnicity may not equal 100%--some individuals identify as Hispanic/Latino or another race.

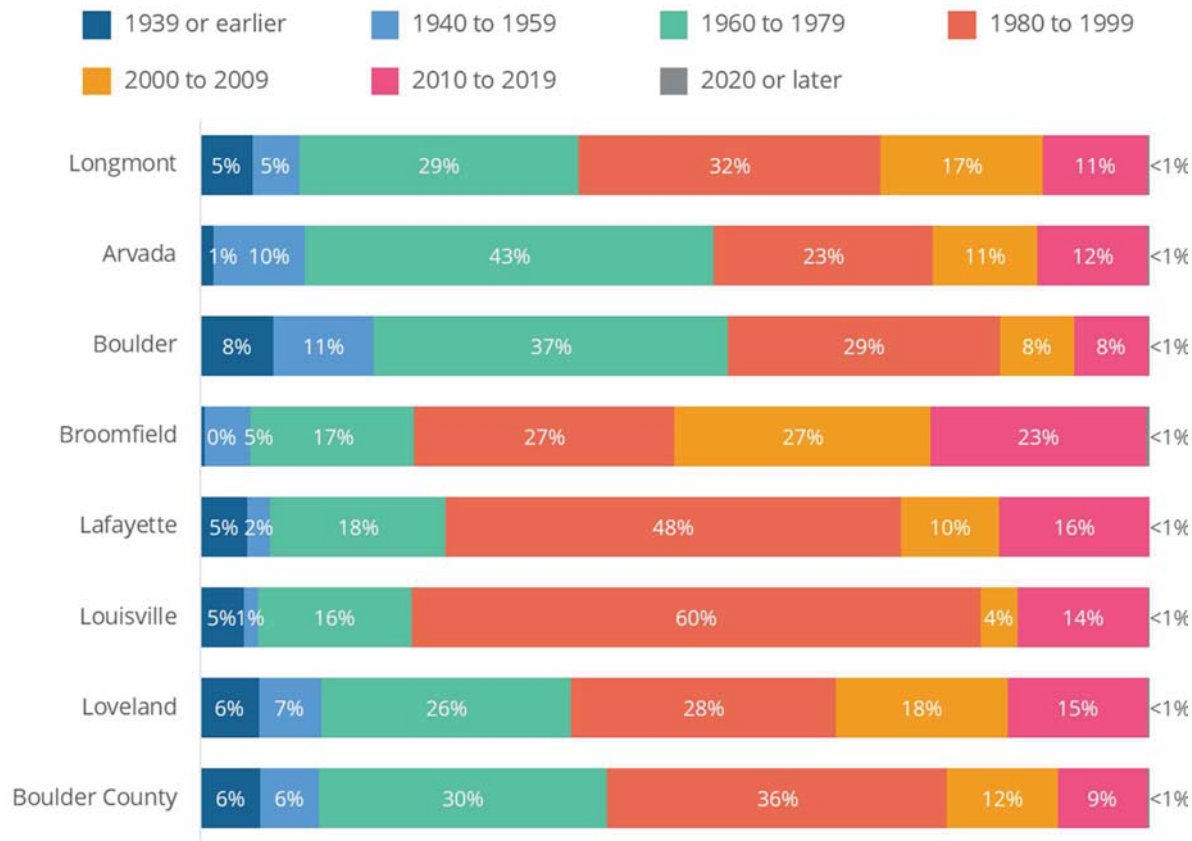
Source:
Root Policy Research and 2021 5-year ACS data.

Housing Stock

This section presents the characteristics of Longmont's housing stock in comparison to Boulder County and peer communities. The housing stock is evaluated by the age of housing, housing types, and vacancy rates for owner and renter occupied housing.

Age of housing stock. Most housing units in Longmont and Boulder County were built between 1960 and 1999, meaning housing units in these communities are older and may be in need of repair. Of Longmont's housing supply, 61% of units were built between 1960 and 1999. This is similar to housing production in Arvada, Boulder, and Lafayette—66% of housing units in these cities were built during this time.

Figure II-3.
Share of Housing Stock by Year Built, Longmont and Peer Communities, 2021



Source: Root Policy Research and 2021 5-year ACS data.

Housing types. Figure II-4 illustrates the composition of housing structures in Longmont and peer communities. In 2021, Longmont's housing supply is largely comprised of single family detached homes with 63% of units. Structures with five or more units comprise approximately 20% of Longmont's overall housing supply. Attached single family homes (e.g., townhomes) are limited in Longmont and make up 9% of the housing stock in the city. Structures with duplexes, triplexes, and fourplexes are also limited, representing

only 6% of housing in the city. Attached housing types (i.e., attached single family, duplexes, triplexes, and fourplexes) are considered missing middle housing types and are often more affordable for renter households looking to transition to homeownership.

Excluding Boulder, single family detached units comprise a significant portion of the housing stock in peer communities. Of Boulder's housing supply, only 39% are single family detached units. Boulder also has a larger share of developments with five or more units—almost half (43%) of the city's housing supply has five or more units. Louisville's housing supply is the least diverse—67% of housing units are single family. Lafayette has the largest share of mobile homes at 5% followed by Boulder County at 3%

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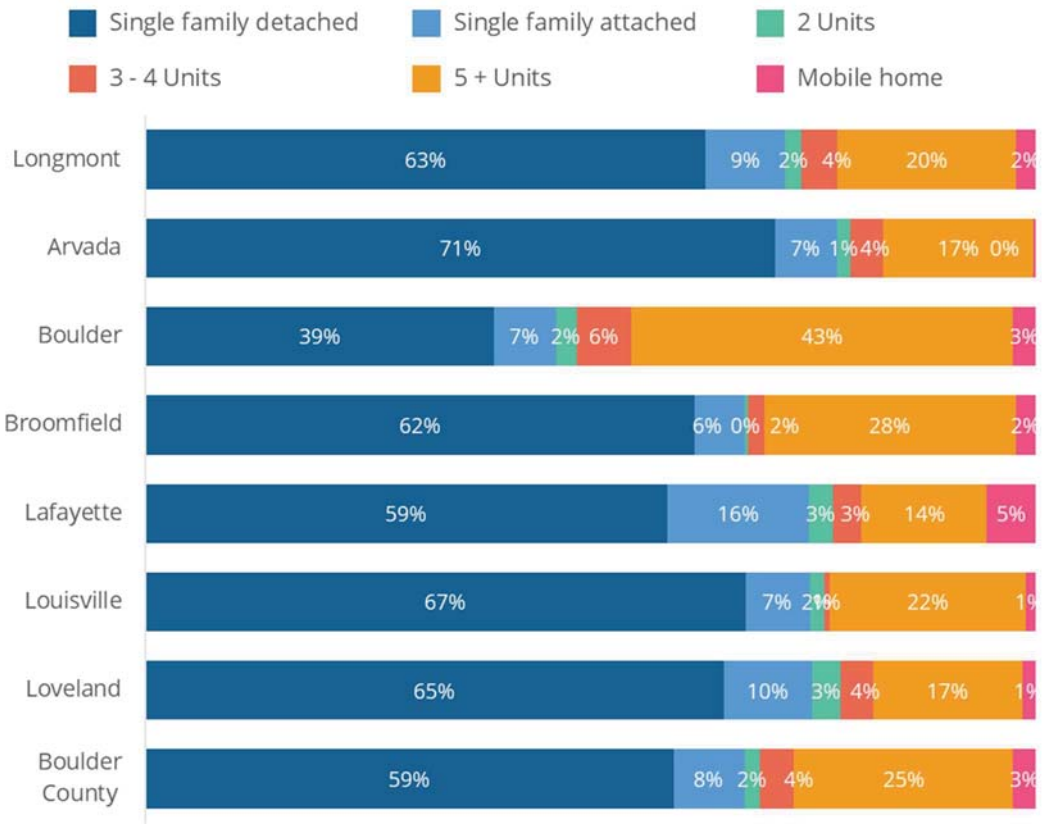
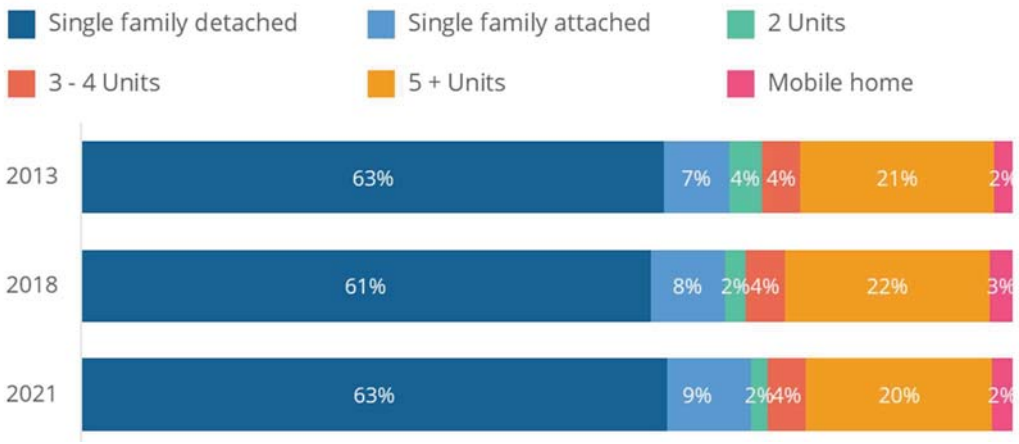
Housing Structure Types, Longmont and Peer Communities, 2021



Source: Root Policy Research and 2021 5 year ACS data.

Figure II-5 shows the change in housing types from 2013 to 2021 in Longmont. The data show a steady proportional increase in single family attached homes, though overall housing types have changed very little since 2013. In the past three years, Longmont has added an estimated 3,617 units to the city's housing stock—over 2,900 of the new units (81%) were detached single family homes.

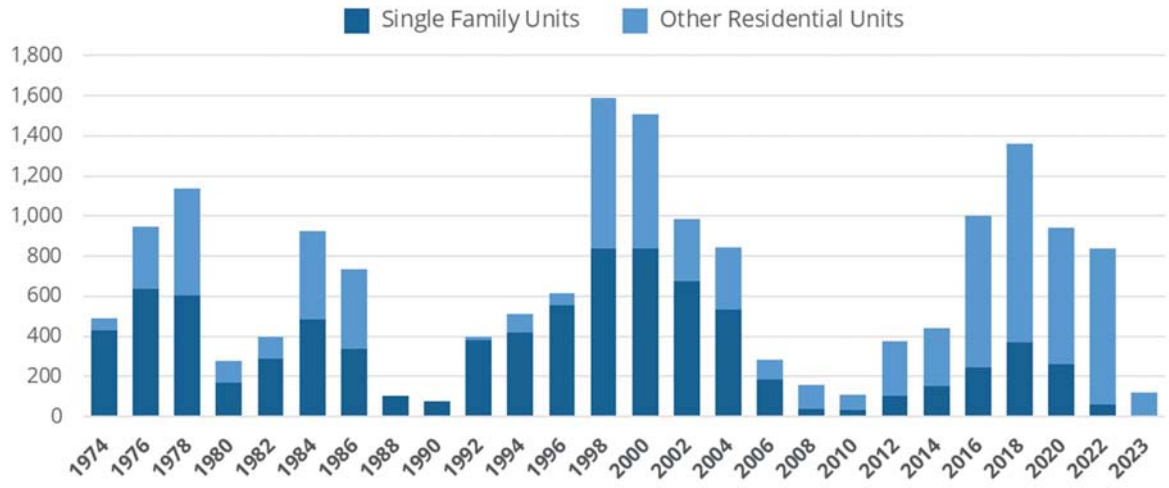
Figure II-5.
Change in Housing Units by Structure Type, Longmont, 2013-2021



Source: 2013, 2018, and 2021 5-year ACS.

Building permits. Figure II-6 shows the number of residential unit permits issued in Longmont between 1974 and 2023. Development activity decreased significantly with the Great Recession in 2008 and reached its lowest level of 111 units permitted in 2010. Building permits have returned in the years since, reaching their highest level in recent years in 2018 with 1,360 residential units permitted.

Figure II-6.
Residential Building Permits by Type, Longmont, 1974-2023



Note: Building permit data for 2023 represent the number of permits issued in January only.

Source: City of Longmont Planning and Development Services Division.

Between 1974 and 1996, building permits in Longmont were mainly issued for single family units with the largest number of permits issued in 1998—during this time, 840 building permits were issued for single family units. Since then, single family permits have

progressively declined while permits for other residential dwelling units (including townhomes, duplexes, and apartments) have increased.

Residential pipeline. There are currently 1,735 units under construction in Longmont. About half of those units (47%) are in multifamily developments, 27% are townhomes or condos, 20% are single family homes, and 7% are duplexes or triplexes. Another 1,551 units have been approved or are currently undergoing development review. The vast majority of units in the pipeline are multifamily—71% of units approved or under review.[1]

Vacant units. The share of vacant housing units in Longmont is low—in 2021, only 4.1% of units (or 1,670 units) were vacant. This is similar to Boulder County which had an overall vacancy rate of 5.5% but lower than Boulder at 5.9% in 2021(Figure II-7). A 5% vacancy rate is generally considered to be a healthy market and accounts for the natural churn of rental units. When vacancy rates are below 5% and rents continue to rise, this indicates a shortage of rental housing or a lack of supply. The current low vacancy rates region-wide reflect a very tight market.

Figure II-7.
Vacant Housing Units, Longmont and Peer Communities, 2013-2021

Source:
2013, 2018, and 2021 5-year ACS.

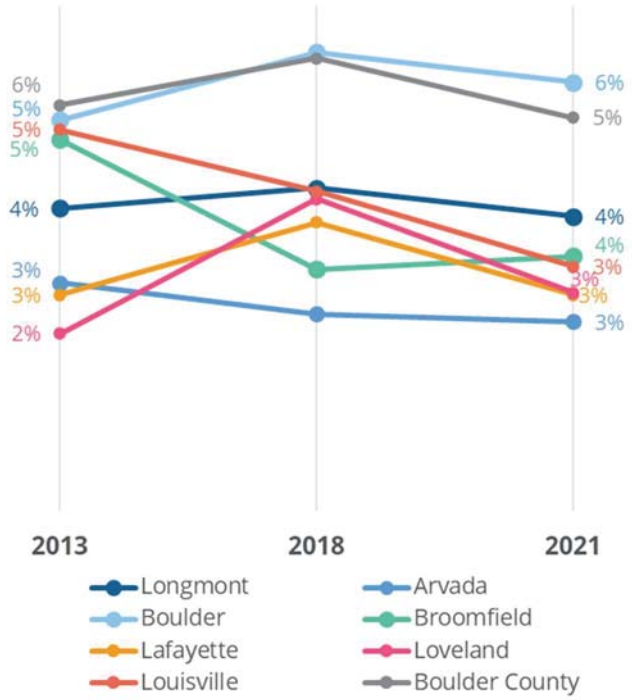
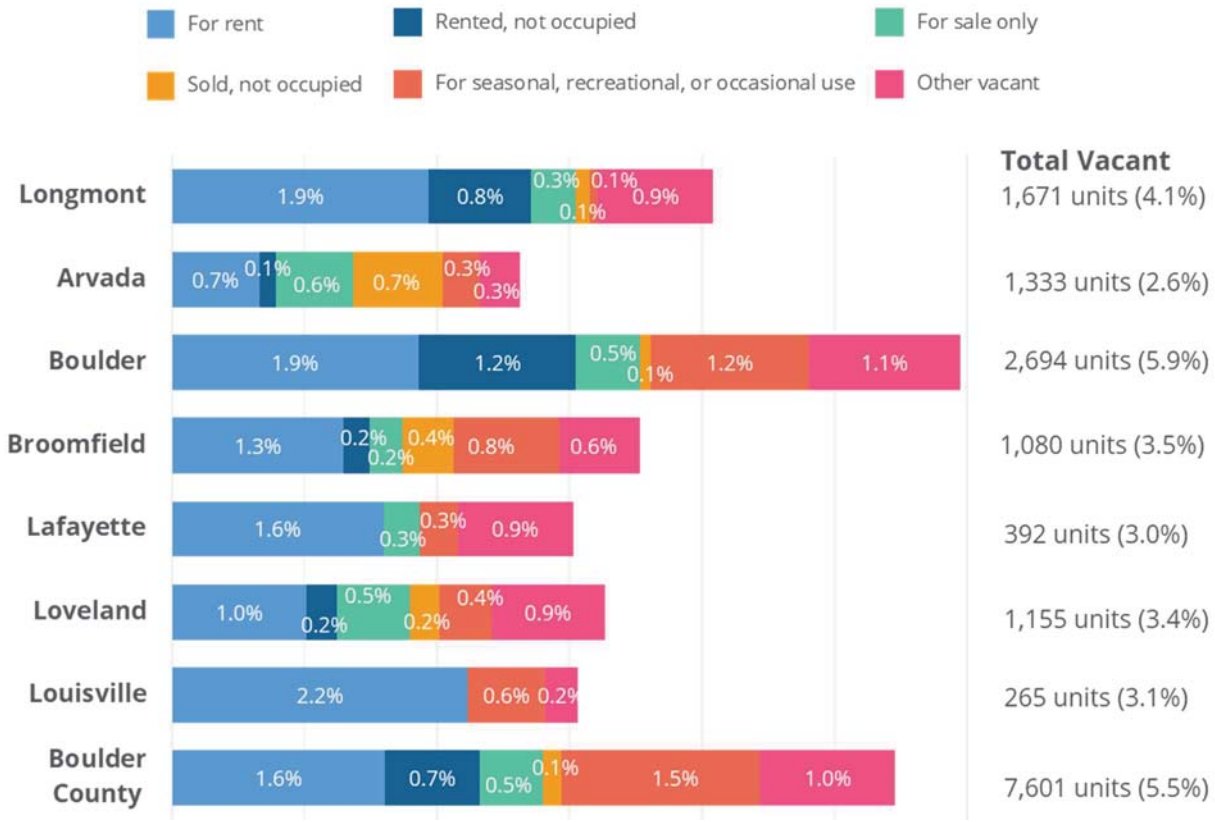


Figure II-8 shows share of vacant units by reason in Longmont and peer communities. In 2021, there were 793 vacant units for rent and 138 units for sale. A small percentage of units in the city are vacant for seasonal or recreational use (e.g., second homes and short term rentals that are unavailable to year-round residents), only 23 units were vacant for

[1] https://www.longmontcolorado.gov/home/showpublisheddocument/35982/638150860459470000.

this reason in 2021. Conversely, 1.5% of the total housing stock in Boulder County is vacant for seasonal or recreational use.

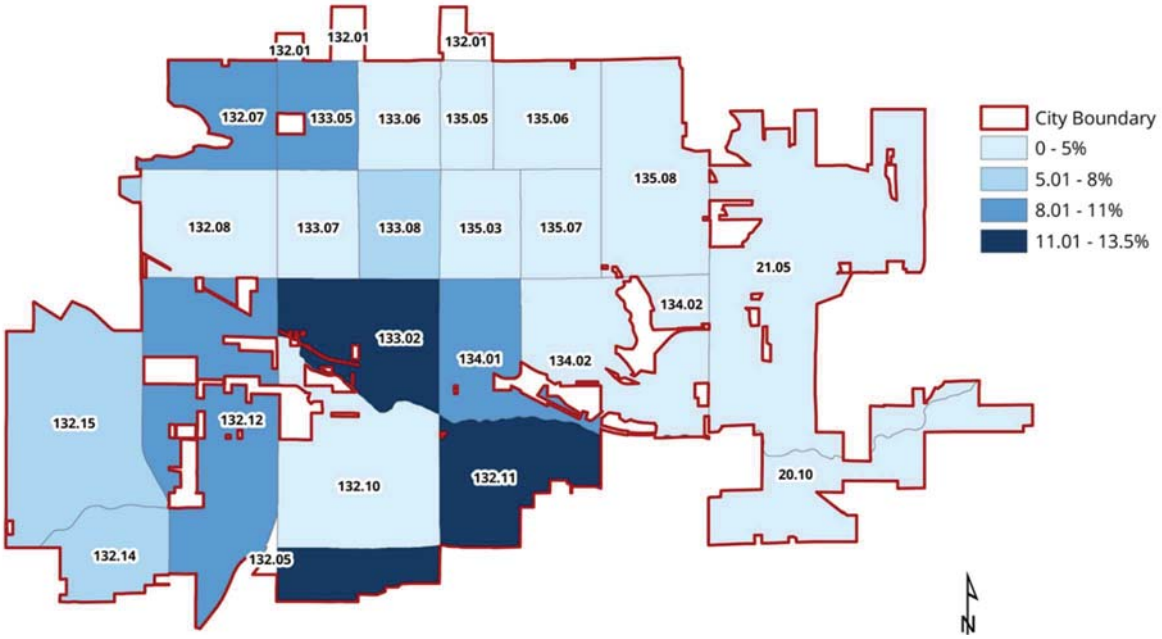
Figure II-8.
Vacancy Status by Reason, Longmont and Peer Communities, 2021



Note: Loveland is the only city to have vacant units for migrant workers—4% of all vacant units in the city.
Source: 2021 5-year ACS.

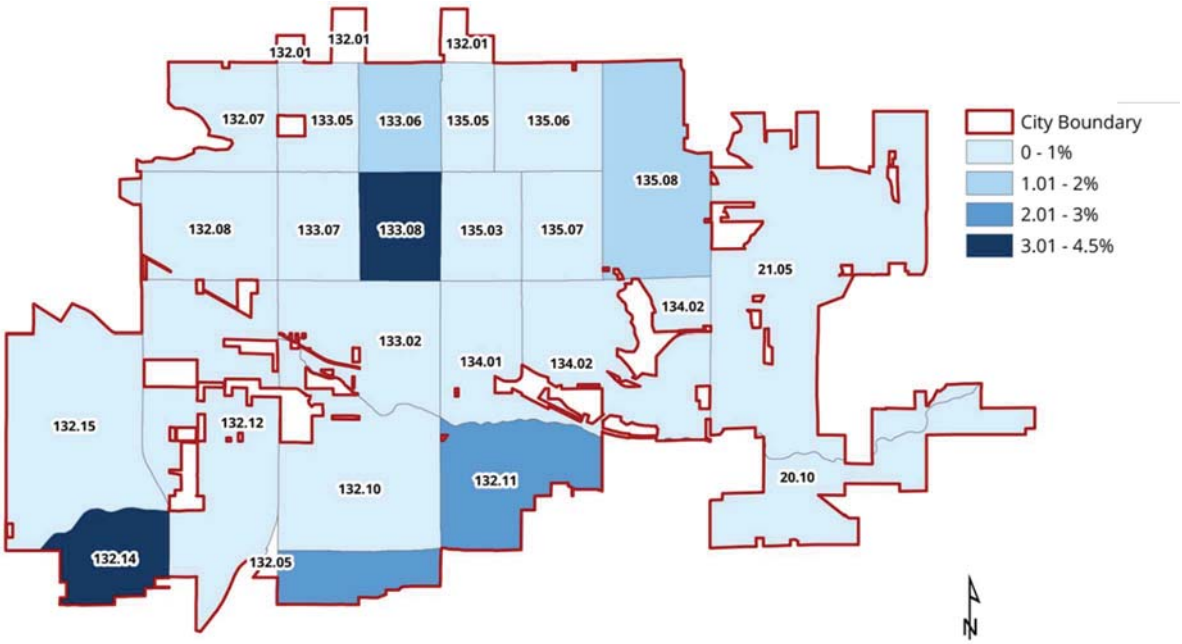
Figures II-9 and II-10 show rental and homeowner vacancy rates by Census tract in Longmont. The highest concentration of vacant rentals is in central Longmont west of Main Street. For vacant units that are for sale, the majority are located in the west area of the city to the east of Ken Pratt Boulevard.

Figure II-9
Rental Vacancy Rates by Census Tract, Longmont, 2021



Source: Root Policy Research, 2021 5-year ACS data, and MySidewalk.

Figure II-10.
Homeowner Vacancy Rates by Census Tract, Longmont, 2021



Source: Root Policy Research, 2021 5-year ACS, and MySidewalk.

Rental Market Trends

This section analyzes Longmont's rental market compared to peer communities. Rental market trends are presented using median rents, the distribution of rental prices, and the supply of rentals available to households.

Median rent. Figure II-11 shows the median gross rent among all types of rental units (including affordable and market rate rentals in all structure types) in Longmont and peer communities. In 2021, Longmont's median gross rent was $1,538, meaning prospective renters would need incomes of $55,368 to afford the median rent (equivalent to about 60% of HUD AMI in 2021). Among peer communities, rental prices are highest in Broomfield ($1,814) and Louisville ($1,831) and lowest in Loveland ($1,447) and Longmont ($1,538).

Figure II-11.
Median Rent and Required Income to Afford Median Rent, Longmont and Peer Communities, 2021

Note:
ACS median gross rents reflect rent data across all unit types including single family and duplex rentals, not just apartment complexes.

Source:
Root Policy Research and 2021 5-year ACS.

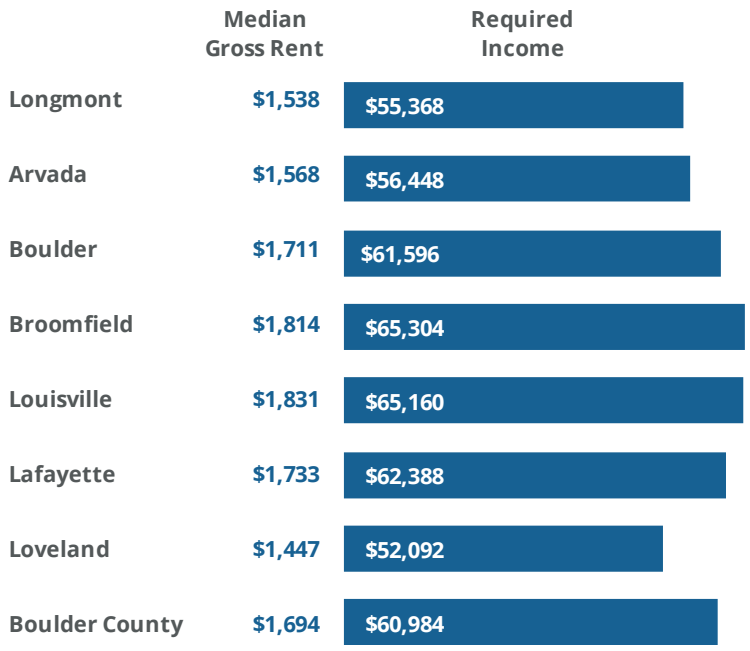


Figure II-12 shows the change in median rents from 2013 to 2021 in Longmont and peer communities. Median rent in Longmont increased by 59% from 2013 to 2021 increasing from $968 to $1,538—the highest rate of change among peer communities. This is similar to rents in Louisville—during this time, rents increased by $675 for an overall percentage increase of 58%. Rents in Boulder increased comparatively lower than other communities, increasing by 46% (or $539) in 2021.

As discussed in Section I, median renter income increased by 54% over the same period—nearly enough to keep up with rents at the median. However, changes in the rental distribution (discussed in the subsequent section) have exacerbated affordability challenges for lower- and middle-income renters.

Figure II-12.
Change in Median Rent, Longmont and Peer Communities, 2013-2021

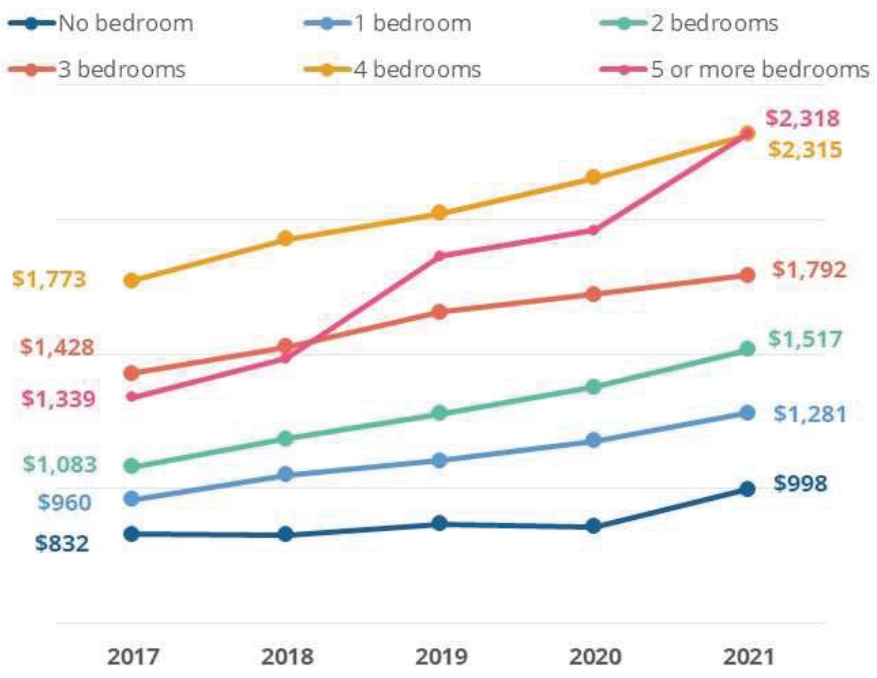
	Median Rent			2013-2021 Change	
	2013	2018	2021	Dollar	Pct. Change
Longmont	$968	$1,233	$1,538	$570	59%
Arvada	$1,002	$1,274	$1,568	$566	56%
Boulder	$1,172	$1,466	$1,711	$539	46%
Broomfield	$1,165	$1,583	$1,814	$649	56%
Lafayette	$1,184	$1,340	$1,733	$549	46%
Louisville	$1,156	$1,538	$1,831	$675	58%
Loveland	$923	$1,192	$1,447	$524	57%
Boulder County	$1,113	$1,411	$1,694	$581	52%

Source: 2013, 2018, and 2021 5-year ACS.

Figure II-13 shows the median rent by number of bedrooms between 2018 and 2021 in the City of Longmont. Rent for all unit types have increased, though 5-bedroom units experienced the most change.

Figure II-13. Median Rent by Number of Bedrooms, Longmont, 2017-2021

Source:
2017, 2018, 2019, 2020, and 2021 5-year ACS.



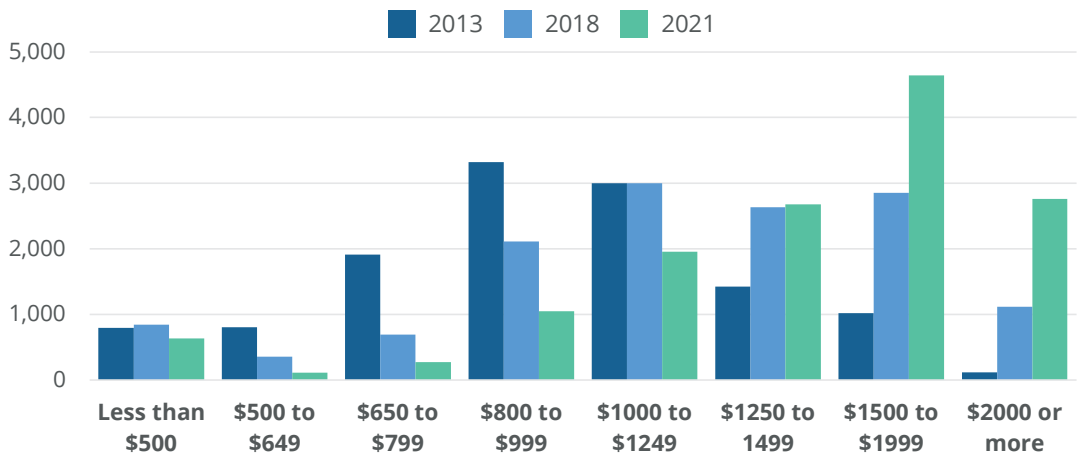
The difference between the highest priced units by bedroom and the lowest (studio vs. four or five bedroom units) increased during this time from a $941 difference in median

rent in 2017 to a $1,320 difference in 2021. In other words, the rental premium for larger units increased.

Rental price distribution. Figure II-14 illustrates Longmont's distribution of units by gross rent in 2013, 2018, and 2021. The city's supply of rental units below $1,250 have progressively declined since 2013 with the greatest decrease among rentals between $650 and $999 per month. Rental units in this price range decreased by 3,910 units from 2013 to 2021.

At the same time, Longmont's share of rentals between $1,500 and $1,999 increased from 1,000 units in 2013 to 4,600 in 2021—a percentage change of 355%. This trend is also seen with units above $2,000 with an increase of 2,600 units at this price-point from 2013 to 2021. The increase in rental units priced above $1,500 is not only due to new rental units entering the market, but inflation of existing market rate units over time evidenced by the simultaneous loss of rental units priced below $1,000.

Figure II-14.
Distribution of Units by Gross Rent, Longmont, 2013-2021



Source: 2013, 2018, and 2021 5-year ACS.

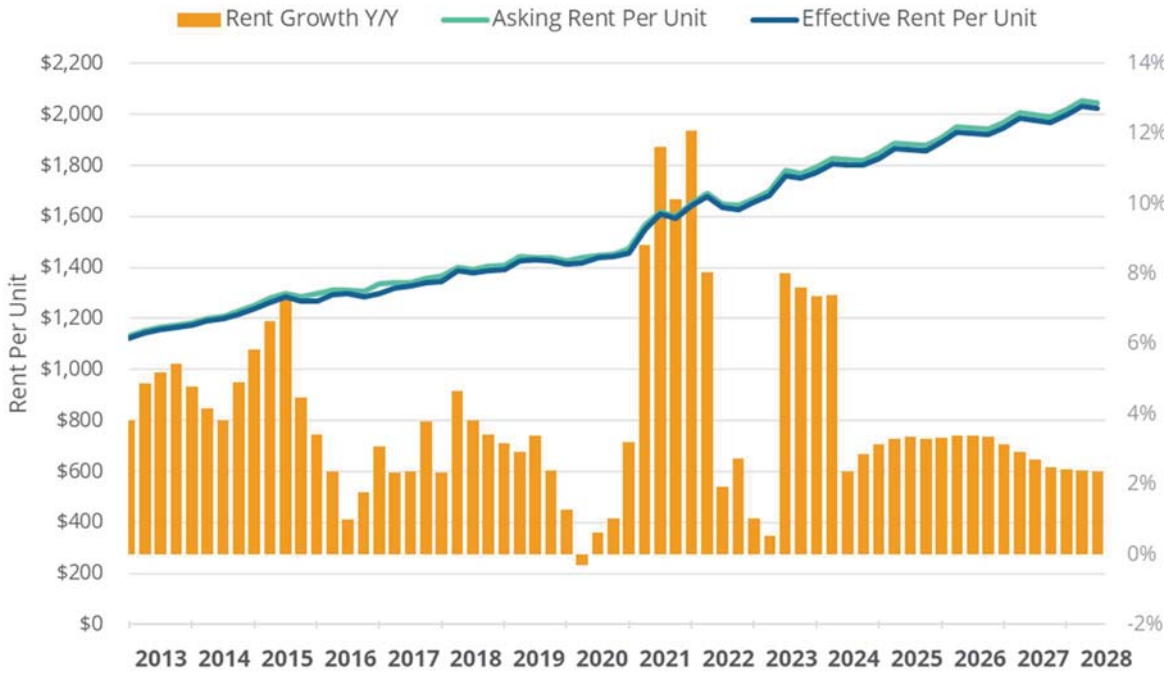
Market rents on new construction. The ACS data on median rent and rental distribution (in the preceding figures) offer a comprehensive analysis of what renters currently pay for rent. The ACS data include all structure types (single family rentals to apartments), as well as both market-rate rental units and subsidized/affordable rental units. However, the ACS data may not accurately portray what is currently available on the market for a household looking to rent nor does it illustrate the asking rents of newly constructed rental properties.

CoStar data provide a more current picture of market-rate rents, relying on extensive surveys of multifamily properties across the United States. Figure II-15 shows the CoStar data on asking and effective rents in Longmont from 2013 through 2023 Q2 and then

forecasts rents through 2028. It also shows the year-over-year rent growth in Longmont. (Asking rent reflects the "face-value" of monthly rent; effective rent factors in concessions offered by the landlord, such as one free month at leasing).

According to CoStar, average asking rent in Longmont in 2023 is about $1,700 per month. This average equates to rents in the 60% to 80% AMI range, depending on unit and household size. Rents are expected to rise steadily over the next five years, reaching $2,050 by the end of 2028. Though not shown in the figure, CoStar data also forecast strong rental unit absorption through 2028, indicating continued strong demand in Longmont's rental market.

Figure II-15.
Monthly Asking and Effective Rent per Unit, Longmont, 2013-2028

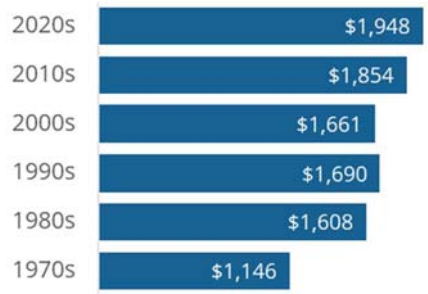


Source: CoStar and Root Policy Research.

Market rents vary substantially by year built, with the newest construction commanding the highest rents. Figure II-16 shows average asking rents by year built for Longmont multifamily properties.

New multifamily properties coming online over the past few years are asking an average of $1,948 per month.

Figure II-16. Market Rent by Year Built, Longmont, 2023



Source: CoStar and Root Policy Research.

For Sale Market Trends

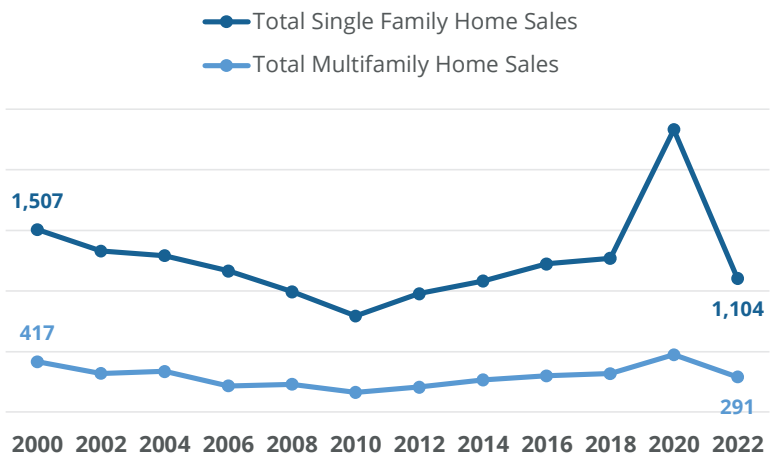
This section examines Longmont's for-sale housing market. For-sale market trends are determined by the market value of homes, the city's inventory and recent sales as well as the distribution of sales price by housing type.

For-sale inventory. Figure II-17 shows the number of home sales in Longmont by housing type between 2000 and 2022. In 2000, more than 1,500 single family homes and 417 multifamily homes were sold in Longmont. By 2022, home sales for both housing types slightly decreased to 1,104 and 291 homes sold, respectively.

Between 2018 and 2020, single family home sales peaked in Longmont, increasing from 1,269 homes in 2018 to 2,332 homes in 2020. The stark decline in single family homes sold between 2020 and 2022 is likely due to the economic impacts of the COVID-19 pandemic. Multifamily home sales also decreased during this time though at a less pronounced rate.

Figure II-17. Home Sales in Longmont by Housing Type, 2000-2022

Source:
IRES data.



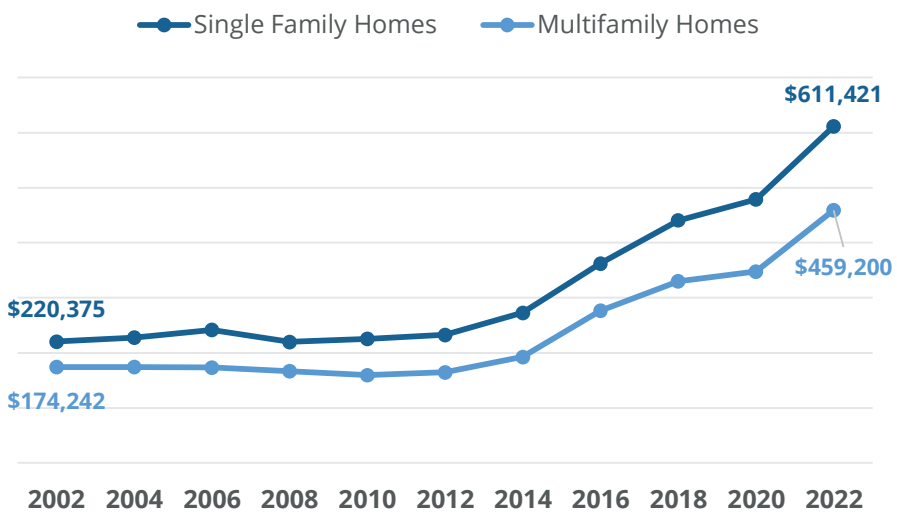
Home sales price. According to IRES Multiple Listing Service (MLS) data, the median home price for a single family home in 2022 was $611,421—an increase of nearly $400,000 (177%) from 2002. Between 2007 and 2008, single family home prices decreased by 10.5%as a result of the Great Recession's impact on the housing market. As the economy recovered from the Great Recession, the median market value for for-sale single family homes in Longmont has risen substantially with the greatest increase occurring between 2020 and 2021. During this time, prices increased from $478,951 to $566,763—an increase of nearly 16%.

Home sale prices for multifamily homes (e.g., townhomes, duplexes, and condos) have followed similar trends—in 2022, the median sales price for a multifamily home was $459,200. This represents a total percentage increase of 164% since 2002. During the Great Recession, sales prices for multifamily homes also dipped. These results are shown in Figure II-18 by housing type.

Combined with rising interest rates—which decrease the buying power of households—low to moderate income households will likely struggle to attain homeownership. This is a particular concern for Longmont's renter households as rising housing costs exacerbate challenges of saving for a down payment or being approved for a mortgage with a low interest rate.

Figure II-18. Median Home Sales Prices by Housing Type, Longmont 2002-2022

Source:
IRES data.

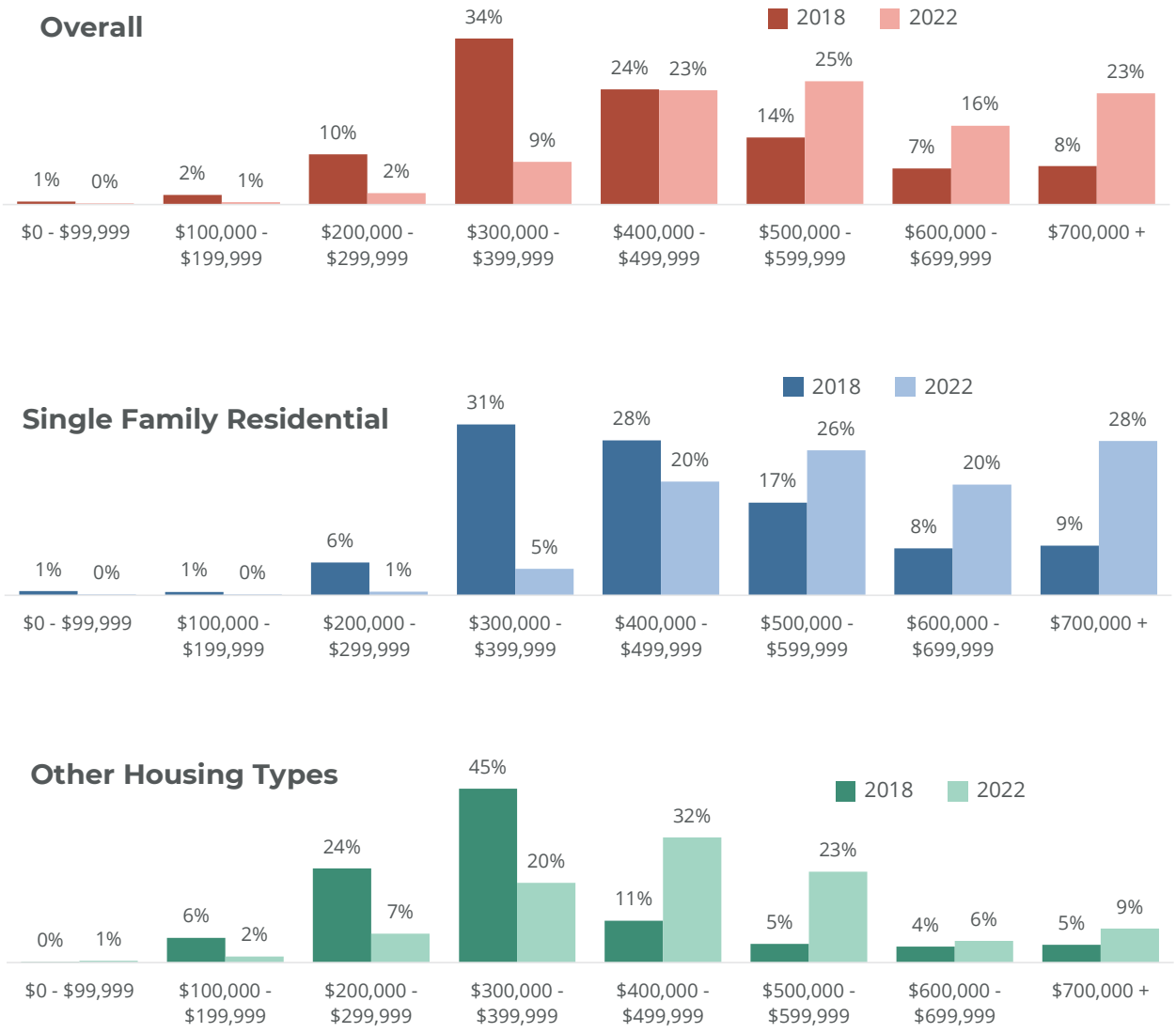


In 2018, the majority of homes sold in Longmont were priced between $300,000 and $400,000. By 2022, sales in this price range decreased from 34% to only 9% with a larger share of homes sold between $500,000 and $700,000 (or more). The number of homes sold for over $700,000 nearly tripled between 2018 and 2022.

Single family homes followed similar trends—in 2018, single family homes were more likely to be within the $300,000 to $500,000 price range. This distribution shifted significantly in 2022, favoring homes above $500,000. In 2022, other housing types sold in Longmont (duplexes/triplexes, condos, townhomes, manufactured homes) were concentrated between $400,000 and $600,000. These trends are particularly important as it suggests that these housing types are a more affordable option for young adults, first time homebuyers, and renter households looking to transition to homeownership.

Prices vary not only by structure type, but also year built: new construction sales typically have a premium over resales. In Longmont in 2022, the typical new construction home sold for $702,500—nearly $100,000 more than the overall median sale price.

Figure II-19.
Price Distribution of Home Sales in Longmont, 2018 and 2022



Source: MLS data and Root Policy Research.

SECTION III.

HOUSING NEEDS ANALYSIS

SECTION III.
Housing Needs Analysis

This section evaluates Longmont's housing price trends in the context of residents' incomes to identify housing and housing affordability needs. Needs are identified by indicators including:

- Housing costs (e.g., rent, purchase prices) compared to income;
- Inventory of affordable, income-restricted housing units;
- Housing supply compared to housing demand at varying income levels—this is measured by an affordability gaps analysis;
- Housing affordability for workers—this analysis is used to determine what workers can afford in Longmont's housing market; and
- Household cost burden and severe cost burden by tenure and household income;[1]

Importance of Addressing Needs

In recent years, addressing housing needs has become a priority for local and state governments. Greater support for housing at the local and state levels is largely the result of the federal government's diminishing role in providing publicly subsidized housing as well as investment for housing projects and programs. Additionally,

- Rising housing costs have undermined equitable access to opportunity such as education, employment, health care, and community services/resources—all of which are critical to ensuring success and quality of life.
- Academic research has consistently shown that stable and affordable housing are central to the health of individuals, families, and communities.[2] Poor housing quality often expose households to mold, pests, and/or chemical toxins that are harmful to individual health.

[1] Cost burden occurs when households pay more than 30 percent of their monthly gross income toward housing costs. This is the industry standard for affordability. Severe cost burden occurs when households pay more than 50 percent of their monthly gross income toward housing costs and also indicates risk of eviction, foreclosure, and/or homelessness.

[2] Allison Allbee, Rebecca Johnson, and Jeffrey Lubell, "Preserving, Protecting, and Expanding Affordable Housing," *Change Lab Solutions* (2015), https://www.changelabsolutions.org/sites/default/files/Preserving_Affordable_Housing-POLICY-TOOLKIT_FINAL_20150401.pdf.

- Limited affordable housing opportunities significantly impact mental health as well, particularly among children and adolescents. Providing families with affordable housing that meets their needs provides greater stability and reduces stress.

- Households living in stable housing are more likely to spend their incomes in the local economy through direct spending on goods and services. Money that would otherwise be used for housing gives households the ability to spend their incomes on food, transportation, and health care services.

- Housing investments that allow workers to live near their place of employment can reduce the impacts of commuting (e.g., wear-and-tear on roads and vehicular accidents) and helps to address the growing threat of climate change.

- Affordable housing is key to providing high quality public services as many essential workers (e.g., doctors, nurses, and teachers) often leave communities that do not have an adequate supply of housing in their price range. As more essential workers leave the community, residents will likely experience greater difficulty accessing health care services as well as quality education for their children.

- Generational wealth from affordable housing is a major contributor to positive outcomes for children. As housing and equity are passed down, young adults have the option to remain in the community and have families of their own. This positively impacts Longmont as well as the city will have an easier time retaining workers and young families.

- Housing investments and stable housing environments also bolster local revenue, increase job readiness, help renters transition to homeownership, lower public costs of eviction and foreclosure, and increase the economic and educational opportunities for children.

The benefits mentioned above do not represent a comprehensive list of the benefits to providing households with stable and affordable housing.

Defining Affordability

Affordability is often linked to the idea that households should not be cost burdened from housing costs. A cost burdened household is one in which housing costs—rent or mortgage payment, taxes, and utilities—consumes more than 30% of monthly gross income. The 30% proportion is derived from mortgage lending requirements and follows flexibility for households to manage other expenses (e.g., childcare, health care, transportation, food costs). It is important to note that the City of Longmont has chosen to use 33% as a standard for some of its locally funded housing programs to be more realistic to the local market conditions.

Eligibility for housing programs is based on how a household's income falls within income categories determined by the U.S. Department of Housing and Urban Development (HUD). As discussed in Section I of this report, categories are determined by the Area Median Income (AMI). In general, HUD AMI categories include:

- Households earning 30% of AMI are considered extremely low income. These households live below the federal poverty level.
- Households earning between 31% and 50% of AMI are very low income.
- Households earning between 51% and 80% of AMI are low income.
- Households with incomes between 80% and 120% are considered moderate income.

In some high cost markets, moderate income households are eligible for housing programs, particularly homeownership programs, up to 120% AMI.

Figure III-1.
Regional HUD AMI Thresholds, 2023

Note: AMI is based on a 2-person household in Boulder County. Affordable home prices reflect the maximum detached sale prices in the City's inclusionary housing program.

Source: HUD Income Limits and Root Policy Research.

Affordability and Income Changes

This section compares the trends in housing costs (e.g., rent, purchase prices) relative to trends in Longmont household income changes—in other words: are incomes keeping up with home prices and rents?

As discussed in Section I, median renter income rose by 54% and median owner income by 30% from 2013 to 2021. Median renter incomes roughly kept pace with rent increases—median rent increased from $968 in 2013 to $1,538 in 2021 for an overall percentage change of 59%. During this time, however, Longmont's median home price rose dramatically (76%). Steep increases in market values will likely impact renter households looking to transition to homeownership.

Figure III-2 summarizes changes in housing affordability in Longmont by comparing the change in median income with changes in rent/home prices and purchasing power (at the median income). "Purchasing power" is based on income but also acknowledges the impact of interest rates. The purchasing power estimates below assume 33% of income is spent on housing and buyer has a 30-year mortgage with a 10% down payment; ancillary costs such as property taxes, insurance, HOA payments, etc. are assumed to collectively account for about 20% of the monthly payment.

Figure III-2.
Changes in Income and Market Prices, 2013-2021/22

	2013	2021/22 (2.96% int.)	2021/22 (6.00% int.)	2013-2021/2 Change	
				Dollar	Percent
Income					
Median Household Income	$58,698	$83,104	$83,104	$24,406	**42%**
Median Renter Income	$35,647	$54,911	$54,911	$19,264	**54%**
Median Owner Income	$80,241	$104,166	$104,166	$23,925	**30%**
Rent / For Sale Prices					
Median Rent	$968	$1,538	$1,538	$570	**59%**
Median For Sale Price	$252,688	$611,421	$611,421	$358,733	**142%**
Purchasing Power					
Affordable Home Price at Median Household Income	$298,258	$479,465	$335,437	$181,208 or $37,180	**61% or 12%**
Interest Rate	3.98%	2.96%	6.00%	n/a	

Note: For sale market value is based on 2022 sales reported in the IRES database—all other data is 2013 or 2021 where marked. Maximum affordable home price assumes is based on a 30-year mortgage with a 10% down payment. Ancillary costs (e.g., property taxes, insurance, HOA, etc.) are assumed to collectively account for 20% of the monthly payment.

Source: 2013, 2018, and 2021 5-year ACS, 2013 and 2022 IRES data, and Root Policy Research.

In 2013, a household with the median income in Longmont ($58,698 per year based on ACS data) could afford a home priced at or below $298,258 with a 3.98% interest rate. With lower interest rates in 2021, median income households ($83,104) could afford homes priced up to $479,465. However, interest rates in 2022 began to rise resulting in a *decrease* in purchasing power for prospective buyers. With a 6% interest rate, the median income household could only afford a home priced at $335,437.

Rising interest rates exacerbate existing disparities and compress affordability. The purchasing power of median income households decreases dramatically when interest rates are adjusted to 6.0%. **Overall, purchasing power at current interest rates increased by just 12% from 2013 to 2022 whereas the median for sale price increased 142% over the same time.**

When home prices increase, the monetary value of a 10% down payment also rises. Figure III-3 shows a 10% down payment on the median-priced home as a portion of the median household income for all households in Longmont from 2013 to 2022.

In 2013, a 10% down payment required 43% of a household's median annual income compared to 74% in 2021/22. Even if prospective buyers can afford monthly mortgage payments, higher down payment requirements create a significant obstacle for renters hoping to transition to homeownership.

Figure III-3.
Market Values and Required Down Payment, Longmont, 2013-2021/22

Source:
2013, 2018, and 2021 5-year ACS, IRES data, and Root Policy Research.

	Median Household Income	Median Sale Price	Downpayment	
			Dollar	Percent of Income
2013	$58,698	$300,451	$30,045	51%
2018	$69,857	$419,544	$41,954	60%
2021/22	$83,104	$529,136	$52,914	64%

Affordable Housing Inventory

As the rental market has become more competitive, low-income renters find it increasingly challenging to find market rate units. Limited naturally occurring affordable housing contributes to the need for publicly assisted rental housing—housing that receives some type of public subsidy in exchange for occupant income restrictions.

There are currently 2,696 income-restricted housing units deed restricted as permanently affordable in Longmont; 2,543 of these are rental units and 153 are ownership units. Most of these units (1,400) were funded through the federal Low Income Housing Tax Credit (LIHTC) program; others were funded through HUD-programs (e.g., public housing

programs, project-based vouchers) and are part of the Longmont Housing Authority's portfolio, and/or through the City's inclusionary housing program.

In total, the City's permanently affordable, income-restricted inventory accounts for 6.66% of the total housing stock. There are also about 1,152 housing choice vouchers in use in Longmont, with which recipients can find market-rate units that meet their needs.[3]

Figure III-4. Affordable Housing Inventory, Longmont, 2022

Source:
City of Longmont.

Affordable (Income-Restricted) Housing Inventory	2019	2020	2021	2022
Ownership units	130	144	154	153
Rental Units	2,212	2,288	2,298	2,543
Total Income Restricted Affordable Units	**2,342**	**2,432**	**2,452**	**2,696**
Affordable Housing as % of All Home	6.06%	6.07%	6.09%	6.66%

Affordability Gaps Analysis

Root Policy Research conducted a modeling effort called a gaps analysis to examine how Longmont's housing market is meeting the affordability needs of current residents. The gaps analysis compares the supply of housing at various price points to the number of households who can afford such housing. If there are more housing units than households, the market is "oversupplying" housing at that price point. Conversely, if there are too few units, the market is "undersupplying" housing at that price point. The affordability gaps analysis completed for Longmont addresses both rental affordability and ownership opportunities for renters looking to buy.

Note that the gaps analysis is intended to evaluate *affordability* needs among current residents not the need for additional housing to accommodate future or potential residents.

Affordability gap in the rental market. The rental gaps analysis compares the number of renter households in Longmont, household income levels, the maximum monthly housing payment they can afford, and the number of affordable housing units in the market, including income-restricted affordable units.

The "Rental Mismatch" column in Figure III-5 shows the difference between the number of renter households and the number of rental units affordable to them at that price point. Negative numbers indicate a shortage of units at specific income levels; positive units indicate an excess of housing at that price point. Affordability gaps are shown by

[3] Vouchers and units are not necessarily additive as vouchers can be used in subsidized units, creating overlapping subsidies.

household AMI ranges published by HUD for a 2-person household (in line with the average household size) in Boulder County in 2021.[4]

Figure III-5.
Longmont Rental Gaps, 2021

Income Range	Maximum Affordable Rent	Rental Demand: Current Renters		Rental Supply: Current Units		Rental Mismatch	Cummulative Affordability Gap
		Num.	Pct.	Num.	Pct.		
Income by AMI							
0-30% AMI	$702	2,989	21%	945	6%	(2,044)	(2,044)
31-50% AMI	$1,170	2,824	20%	2,695	18%	(129)	(2,173)
51-80% AMI	$1,872	3,381	24%	7,238	48%	3,858	1,684
81-100% AMI	$2,340	1,791	13%	2,595	17%	805	2,489
101-120% AMI	$2,808	990	7%	1,051	7%	61	2,550
121% AMI +	$2,808 +	2,339	16%	582	4%	**(1,757)**	793
Total / Low Income Gap (<50% AMI)		**14,314**	**100%**	**15,107**	**100%**	(2,173)	

Note: Household AMI is based limits published by HUD for a 2-person household (in line with the average household size), in Boulder County, in 2021.

Source: Root Policy Research, 2021 ACS 5 year, and HUD Income Limits.

The rental affordability gaps analysis in Figure III-5 shows that:

- **Collectively, there is a affordability shortage of 2,173 units for renters earning less than 50% AMI (even after accounting for the City's affordable, income-restricted rental inventory)**. The mismatch in supply and demand at this income level means these households are paying more than they can afford for housing.
    - The largest affordability gap is for households with extremely low incomes—below 30% of HUD AMI. There are 2,989 households in this income range and only 945 units affordable to them for a shortage of 2,044 units.
    - Renters earning 30-50% AMI need rentals priced at or below $1,170 to avoid being cost burdened; Longmont has 2,695 units in this price range for an affordability gap of 129 units for households earning 30% to 50% AMI.
    - These households are "renting up" into higher priced rental units. The rental affordability needs can be addressed either through additional rental

[4] The 2021 AMI is used to be consistent with the year for income and rental data.

subsidies on existing units or through the creation of new rental units priced in their affordability range (less than 50% AMI).

- The "shortage" that appears for higher income households (over 120% AMI) does technically show a mismatch in their ability to pay higher prices for rental units and the lack of units at that higher price-point. However, it does not necessarily mean they have a preference for higher priced units. Many households in this income range prefer to "rent down" spending less than 30% of their income on housing—either to save money or plan for a home purchase.

Affordability gaps in the for-sale market. The for-sale gaps analysis demonstrates the affordability mismatch between prospective buyers (current renters) and available product (Figure III-8). Similar to the rental affordability gaps analysis, the model compares renters, renter income levels, the maximum monthly housing payment they can afford, and the proportion of for sale units in the market that were affordable to them.[5]

Renters are used to determine the demand of ownership gaps because the analysis intends to capture renters' ability to purchase a home (as opposed to measuring existing owners' ability to buy and sell). The renter purchase mismatch shows the difference between the proportion of renter households and the proportion of homes sold in 2022 that were in their affordable price range. Negative numbers indicate a shortage of units for sale at specific price points; positive percentages indicate an excess of units. The Longmont for-sale affordability gaps analysis shows:

- **For sale affordability gaps in Longmont are concentrated among households earning less than 80% AMI, but persist for households earning up to 120% AMI.**
  - Sixty-eight percent of renter households have an income less than 80% of AMI and only 4% of sales were affordable to them (priced under $324,).
  - The market also undersupplies units affordable to households earning between 80% and 100% AMI. Thirteen percent of renters are in this income range but only 9% of units were listed/sold in their affordability range.
  - The cumulative gap shows that the overall undersupply of affordable for-sale homes extends up to 120% AMI, even after excluding households earning less than 30% AMI from potential demand. (The cumulative ownership gap excludes households earning less than 30% of AMI because they are least likely to transition to homeownership).
- The affordability gap at these entry-level price-points indicates a strong need for additional affordable ownership options for current residents either through production of new affordable homes or subsidies on existing units. Renters who

[5] Renters are used to approximate demand among first-time homebuyers that do not already have existing home equity.

cannot afford to purchase a home will either remain in rental units longer or look to move elsewhere to purchase a home.

Figure III-6.
Longmont For-Sale Affordability Gaps, 2022

Income Range	Maximum Affordable Home Price	Potential Demand of 1st Time Buyers (Current Renters)		For-Sale Supply (Homes Sold)		Renter Purchase Mismatch	Cumulative Affordability Gap excl. < 30% AMI
		Num.	Pct.	Num.	Pct.		
< 30% AMI	$121,575	2,989	21%	5	0%	-21%	excluded
31 - 50% AMI	$202,625	2,824	20%	5	0%	-19%	-19%
51 - 80% AMI	$324,200	3,381	24%	38	2%	-21%	-41%
81 - 100% AMI	$405,250	1,791	13%	89	6%	-7%	-47%
101 - 120% AMI	$486,300	990	7%	208	14%	7%	-41%
121% AMI +	$486,300+	2,339	16%	1,182	77%	61%	21%

Note: Max affordable home price is based on a 30-year mortgage with a 10% down payment and an interest rate of 6.0%. This differs slightly from the City's program home price maximums because this anlaysis uses a higher down payment to account for housing purchased through conventional lenders. Ancillary costs (property taxes, insurance, HOA, etc.) are assumed to account for 20% of monthly payments. Household AMI is based limits published by HUD for a 2-person household (in line with the average household size). 2022 AMIs are used for consistency with the income and housing cost data year.

Source: 2021 5-year ACS, HUD Income Limits, local sale data, and Root Policy Research.

Worker affordability. As major employment centers in Longmont continue to grow and expand, the city will likely experience greater housing price increases as well as transportation challenges. Given rising housing prices, many employees will seek less expensive housing outside of Longmont, forcing residents to commute longer distances.[6]

Figure III-7 shows the housing that Longmont's industry workers can afford in 2021 based on the average earnings in each industry. Median rent and median purchase price were used to measure if households can participate in Longmont's housing market.

- The average wage worker in just **eight industries in Longmont can afford median rent in the city**. These industries include oil and gas, manufacturing, utilities, information, professional services, real estate and public administration.
- Conversely**, Longmont's median sale price is out of reach for the average worker in all industries,** even with 1.5 earners per household.

This analysis provides greater insight on Longmont's economic trajectory—if industry workers are unable to afford a home in the city or median rent, it is more likely that they

[6] Boulder County Regional Housing Partnership, *Expanding Access to Diverse Housing for our Community,* Sept. 2017, https://homewanted.org/wp-content/uploads/2019/03/Regional-Affordable-Housing-Plan.pdf.

will leave the area to find affordable housing elsewhere. In addition, if workers are unavailable, it will be harder for the City to attract primary employers.

Figure III-7. Housing Workers Can Afford, Longmont, 2021

Industry	Median Annual Earnings	Max Affordable Rent	Can Afford Median Rent?	Max Affordable Home Price	Can Afford Median Home Price?	Can Afford Median Home Price with 1.5 Earners per Household?
Goods Producing						
Agriculture, Forestry, Fishing	$31,067	$777	no	$125,398	no	no
Mining, Quarrying, and Oil and Gas	$78,560	$1,964	yes	$317,096	no	no
Construction	$54,851	$1,371	no	$221,398	no	no
Manufacturing	$71,682	$1,792	yes	$289,334	no	no
Service Producing						
Wholesale Trade	$55,919	$1,398	no	$225,709	no	no
Retail Trade	$41,398	$1,035	no	$167,097	no	no
Transportation and Warehousing	$55,686	$1,392	no	$224,769	no	no
Utilities	$81,447	$2,036	yes	$328,749	no	no
Information	$77,580	$1,940	yes	$313,141	no	no
Finance and Insurance	$54,167	$1,354	no	$218,637	no	no
Real Estate and Rental and Leasing	$64,559	$1,614	yes	$260,583	no	no
Professional, Scientific, Technical Services	$94,690	$2,367	yes	$382,203	no	no
Admin and Support and Waste Management	$36,003	$900	no	$145,321	no	no
Educational Services	$65,614	$1,640	yes	$264,842	no	no
Health Care and Social Assistance	$49,369	$1,234	no	$199,271	no	no
Arts, Entertainment, and Recreation	$46,523	$1,163	no	$187,783	no	no
Accommodation and Food Services	$25,618	$640	no	$103,403	no	no
Other Services	$44,505	$1,113	no	$179,638	no	no
Public Administration	$64,559	$1,614	yes	$260,583	no	no
Total Employment	**$57,940**	**$1,449**	**no**	**$233,867**	**no**	**no**

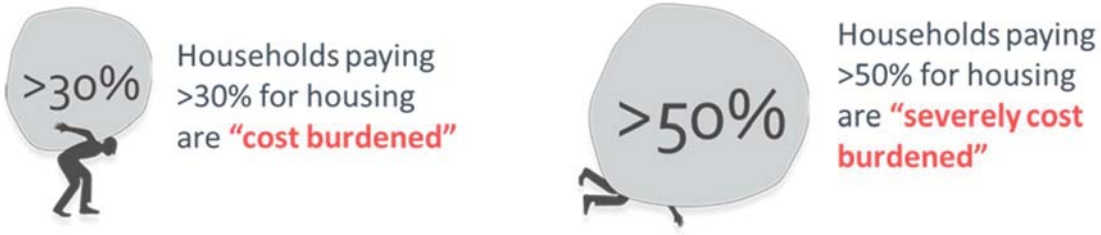
Note: Median rent was $1,538 and median sale price was $611,421. Mortgage assumptions include 6.0% interest rate, 20% monthly payment for ownership costs, and 10% down payment. Other Service sectors comprise establishments engaged in providing services not specifically provided elsewhere in the classification system. Establishments in this sector are primarily engage in activities such as equipment and machinery, promoting or administering religious activities, grantmaking, advocacy, dry cleaning and laundry services, personal care services, death care services, pet care services, photofinishing services, temporary parking services, and dating services.

Source: 2021 5 year ACS, IRES, and Root Policy Research.

Housing Cost Burden

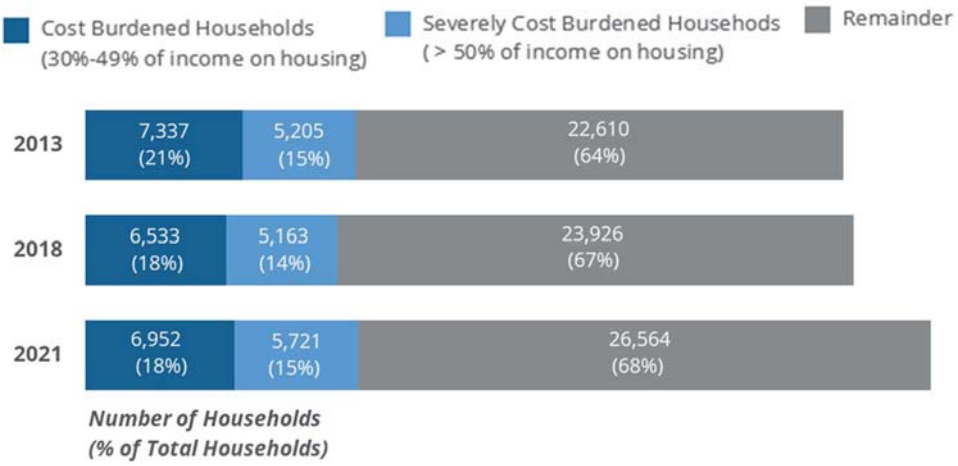
As discussed in the previous section, affordability shortages result in households "renting up" or "buying up"—dedicating an increasing share of their income to housing. This can result in financial instability, housing instability, and eventually displacement of households from their home and/or community. In the housing industry, the concept of dedicating a disproportionate share of income to housing is referred to as "cost burden."

- Cost burden occurs when households pay more than 30% of their gross household income on housing costs (based on the national standard). Housing costs include rent or mortgage payments, homeowners' association (HOA) fees, essential utilities, mortgage insurance, renter/homeowner insurance, and property taxes.
- Severe cost burden occurs when a household pays more than 50% of their monthly gross income on housing. Severe cost burden is linked to high risks of eviction or foreclosure and homelessness.



In 2021, nearly 7,000 households in Longmont were cost burdened and another 5,700 were severely cost burdened. As shown in Figure III-8, the number of cost burdened households in Longmont decreased by 385 households from 2013 to 2021. Overall, the proportion of cost burdened households decreased by three percentage points during this time (from 21% to 18%). Conversely, the number of severely cost burdened households increased by over 500 households, but the percent of households severely cost burdened stayed the same from 2013 to 2021 at 15%.

Figure III-8. Cost Burden and Severe Cost Burden, Longmont, 2013 - 2021



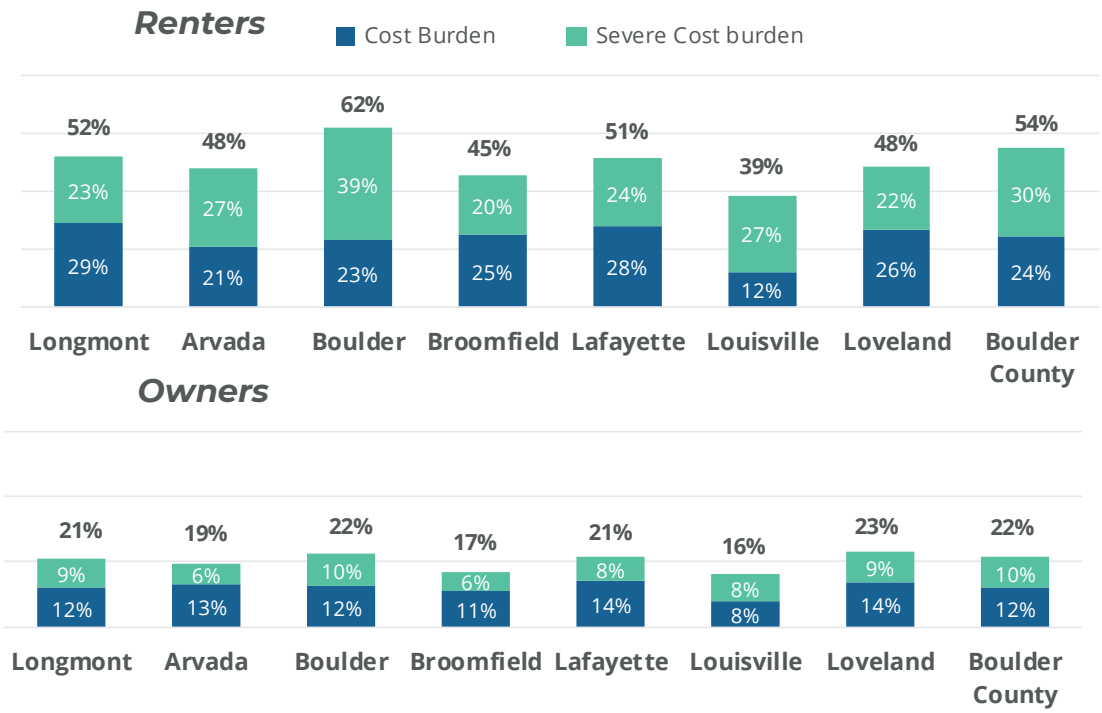
Source:
2013, 2018, and 2021 5-year ACS.

The slight decline in overall cost burden may reflect rising incomes for some households but also likely reflects displacement of some lower income households from Longmont (moving as they are priced out of the City). It is also important to note that the 2013 data reflect a 5-year average (2009-2013) so may still carry residual economic impacts of the Great Recession.

Figure III-9 shows the share of cost burdened households by tenure in Longmont and peer communities. Renters are more likely to be than owners across all communities. In Longmont, over half of renters are cost burdened or severely cost burdened (52%) compared to 21% of owners.

Compared to peer jurisdictions, Longmont has a greater share of cost burdened renter households (52%). This is similar to Boulder County and the City of Lafayette at 54% and 51%, respectively. Of peer communities, Boulder has the largest share of cost burdened renters though these numbers are likely impacted by the city's student population. Cost burden among owner households are relatively similar across peer communities, with comparatively lower shares in Louisville, Arvada, and Broomfield.

Figure III-9.
Share of Cost Burdened Households by Tenure, Longmont and Peer Communities, 2021



Source: 2021 5-year ACS and Root Policy Research.

Figure III-10 shows changes in cost burden by household income and tenure. Historically, a large proportion of low income households experience cost burden. In recent years, the share of moderate income households experiencing cost burden has increased dramatically in Longmont and throughout the State of Colorado. This trend suggests that moderate income households are having an increasingly difficult time finding housing they can afford.

As shown in Figure III-10, cost burdened renter households increased between 2013 and 2021 for all income groups above $35,000. These shifts are especially steep among renter households with incomes between $50,000 and $75,000 for whom cost burden increased from 14% in 2013 to over half in 2021 (51%).

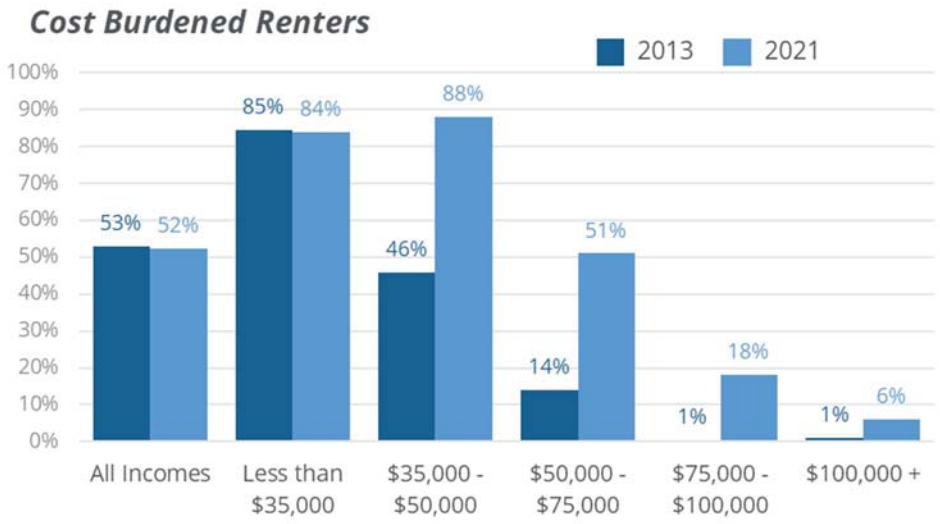
Among owners, cost burden increased for most income groups, with particularly big shifts for households earning between $50,000 and $100,000.

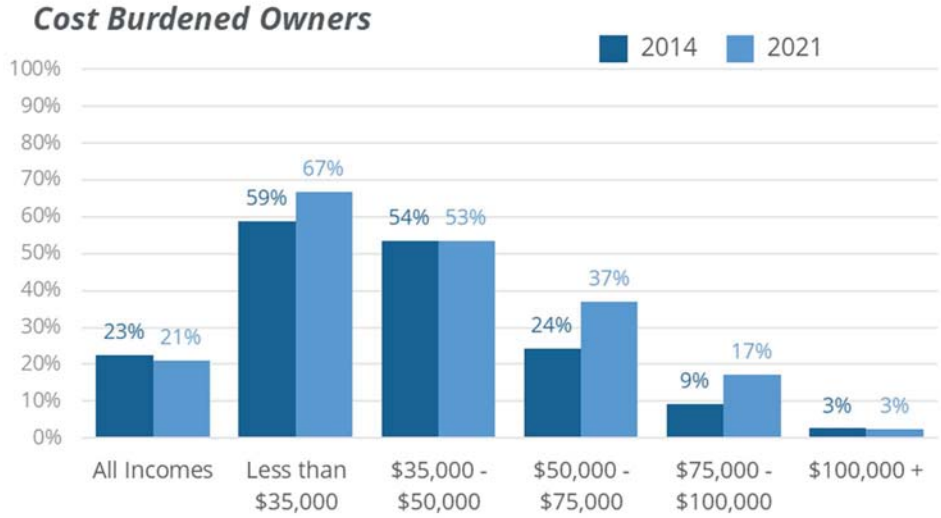
Figure III-10. Cost Burden by Tenure and Household income, Longmont, 2013/4 and 2021

Note: 2013 ACS table is not available for Owner households. 2014 ACS data is shown instead.

Source:

2013, 2014, and 2021 5-year ACS.





Summary of Current and Future Housing Needs

Current housing needs are measured through changes in affordability, mismatches in supply and demand by price-point, and levels of cost burden in Longmont.

- **The rise in home prices substantially outpaced incomes over the past five years.** These trends coupled with rising interest rates are pushing homeownership further out of reach for many Longmont households. At the median, renter incomes were able to keep pace with rising rents; however, many renters still struggle to find rental units that are both affordable and available.
    - The average market-rate rent in 2023 ($1,700) generally serves households earning 60% to 80% AMI (depending on household and unit size) and new construction (median rent $1,950) typically serves renter households at 70% to 90% AMI (depending on household and unit size.
    - The median sale price of $611,421 is only affordable to 32% of Longmont households—those earning more than about 120% AMI (depending on household size). The median price is only affordable to 15% of Longmont renters—the pool of potential first-time buyers.
- The affordability gaps analysis indicates that **affordability needs are concentrated below 50% AMI in the rental market and below 100% AMI in the for-sale market (though for-sale needs do persist up to 120% AMI).**
    - Collectively, there is an affordability shortage of 2,173 units for renters earning less than 50% AMI (even after accounting for the City's affordable, income-restricted rental inventory).
    - 36% of renters have incomes between 50% and 100% of AMI—a range historically in consideration for first-time home purchase. However, only 8% of homes listed/sold in Longmont in 2022 were in their price-range. Potential buyers do not see proportional affordability in the market unless they have incomes over 120% AMI.
    - Affordability gaps can be addressed through new production of housing units at the needed price-points or through subsidies of existing units.
- **Longmont's workforce faces considerable affordability challenges,** which could push workers to seek housing elsewhere and/or make it increasingly difficult for employers to attract workers and for the City to attract employers. Fewer than half of all industries have average wages high enough to afford the median rent in Longmont and no industries have average wages high enough to afford the median sale price (even if they have 1.5 workers per household).

- As might be expected given the affordability shortages outlined above, many Longmont households are cost burdened: spending more than 30% of their income on housing costs. **Nearly 7,000 households in Longmont are cost burdened and another 5,700 are severely cost burdened.** Cost burden and severe cost burden collectively affect over half of Longmont renters and one in five Longmont owners.

As part of the Boulder County Regional Housing Partnership, the City of Longmont has adopted a housing goal of achieving 12% of its housing stock deed-restricted and affordable by 2035. **Growth projections indicate the 12% target requires a total of 5,400 affordable units by 2025. The City is about halfway to its affordable production goal** at present, with 2,657 income-restricted units accounting for 6.5% of the total housing stock.

In addition to addressing the City's existing affordability needs, the City should also be prepared to absorb additional housing demand created by both economic and population growth in the City. **This will require the addition of both market-rate and affordable housing stock across a variety of product types** (e.g., apartments, townhome, duplexes, single family, etc.) in order to meet market preferences and changing demographics. Demographic shifts toward an older population also signal a need for more accessible/adaptable housing units (or programs) in Longmont.

City of Longmont Inclusionary Housing Policy Review

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DRAFT

PREPARED FOR:

City of Longmont, Colorado

DRAFT
7/12/2023

PREPARED BY:

Root Policy Research
www.rootpolicy.com
970.880.1415

Longmont Inclusionary Policy Review

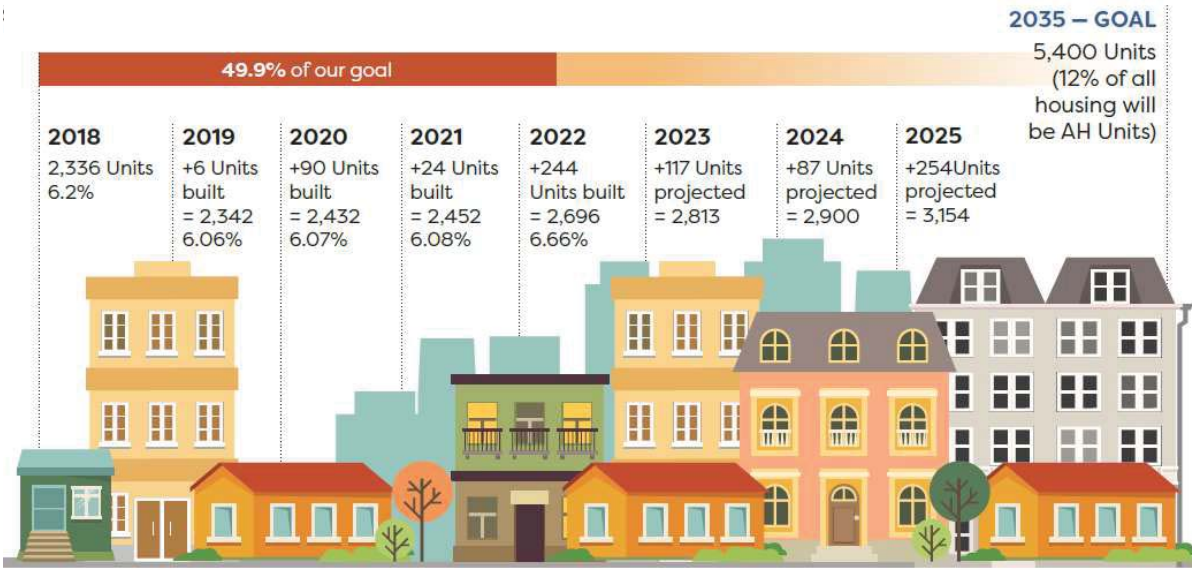
Introduction

Longmont's Inclusionary Housing Ordinance (IHO) was implemented on December 24, 2018. This ordinance, codified in City Municipal Code 15.05.220, mandates affordable housing requirements for eligible residential developments.

The IHO is a core component of the City's strategy to accomplish its adopted housing goal of achieving 12% of its housing stock deed-restricted and affordable by 2035. Growth projections indicate the 12% target requires a total of 5,400 affordable units by 2025. As illustrated by the figure below, the City is about halfway to its affordable production goal.

Inclusionary policies, in general, are meant to ensure that new development is producing at least some units in a price-range affordable to residents who are low/moderate income. In Longmont, newly constructed single family homes sell for an average of $702,500, affordable to households at about 150% (for a 3-person household) or 165% AMI (for a 2-person household). Newly constructed rental units are priced at an average of $1,948 per month, affordable to households at about 80% AMI (for a 1-bedroom). The IHO ensures that those development include some units set-aside for 80% AMI households (for-sale homes) and/or 50% AMI (rental units) or that developers pay a fee in lieu of building the units that the City can then use to create additional affordable units.

Figure 1.
Longmont Affordable Unit Development



Source: City of Longmont Housing & Community Investment Division.

Inclusionary Housing Program Overview

Under the current structure, the Longmont's IHO requires 12% of newly constructed residential units to be contractually affordable to households at or below 80% AMI for for-sale homes and at or below 50% AMI for rental homes.[1] The requirement drops to 9% of units if deeper AMI's are reached: at or below 60% AMI for for-sale homes and at or below 40% AMI for rental homes.

Under the current program structure, developers can comply by building the affordable units on site, paying a fee in lieu, building the units off-site (but not in a low-income area), providing a land dedication, or some combination of the above. City Council approval is required for developments that wish to build off-site or provide a land dedication. Council approval is also required for rental developments that wish to build units on-site.[2]

Developers building for-sale housing affordable to households up to 120% AMI, termed "middle tier housing" in the IHO have a lower set-aside requirement for affordable housing (exact percentage depends on the price of the market-rate units). High density rental projects achieving more than 20 units per acre also have a lower effective set-aside requirement (12% up to 20 units per acre but no requirement on the additional units above 20 units per acre). This policy incentive helps encourage production of additional supply and use of max density.

Compliance option detail. The Ordinance provides a number of ways in which builders and developers can meet this mandate:

- ***On-site:*** Provide required affordable housing within the market-rate development.
- ***Fee-in-Lieu:*** Pay square-footage fees to the City's affordable housing fund.
- ***Off-site:*** Build the required affordable housing in another location. (This option requires City Council approval; locating off-site units in low-income areas is discouraged and is less likely to receive approval).
- ***Land Donation:*** Donate land to the City or a non-profit housing developer (only if approved by Council). Land must have all necessary infrastructure and support the affordable housing that would be required on-site.

[1] Does not apply to single-unit developments or accessory dwelling units. Building more than one unit triggers the IHO.

[2] Council approval of on-site rental compliance is an artifact of state legal requirements on rent control when the City's IHO was passed. At that time, inclusionary build requirements could only be imposed on for-sale developments though rental developments could be charged an affordable fee. In 2021, HB-1117 was passed to explicitly allow rental inclusionary policies. Its implications for Longmont's IHO are discussed in detail later in this review.

- ***Combination of Options:*** A developer and/or builder can use a combination of the available options to fulfill the IH requirements.

- ***Voluntary Alternative Agreement:*** A developer and/or builder can propose to City Council an alternative way of meeting the requirements that are not in the Ordinance.

- ***Redemption of Credit:*** A developer and/or builder may acquire Surplus Unit credits from another developer/builder that built more than the minimum required affordable units and was issued credits by the City. Credits may be redeemed to offset an equal number of required affordable units in a new development.

- ***Middle-Tier or Attainable Housing:*** Provide housing units that are affordable for households earning 80-120% AMI to reduce the required affordable units. A Voluntary Alternative Agreement ("middle tier agreement") is required.

Incentive and offset detail. The following incentives are available to developers who provide on-site affordable units in compliance with the inclusionary housing ordinance:

- Density Bonus: Up to 20% of increase in density over what is allowed within a specific zoning district for projects providing affordable housing on site.

- Reduced and Flexible Parking Requirements: Only one space per affordable housing unit is required. The City of Longmont will also consider alternative parking plans to accommodate innovative proposals.

- Lot size and lot width reduction: A reduction to lot size and lot width for projects providing affordable housing on site.

Enhanced incentives: Approved projects that provide more than the minimum requirement are eligible for additional incentives, subject to available funding, including:

- Fee Waivers: A percentage of certain development fees may be waived for qualifying projects. Reductions can range from 50% to 75% for for-sale units and from 20% to 50% for rental units.

- Fee Deferral: As part of the Impact Fee Deferral Program, new residential developments in the City of Longmont are eligible to defer payment for several fees.

- Subsidy for Water/Sewer System Developments Fees: Projects that provide more than the minimum required affordability may qualify for a percentage of the fees to be subsidized.

- Offsets for Cash-in-Lieu of Raw Water Deficits: A project that provides a minimum of 25% of total units in a development as affordable may be eligible to receive an offset

for a percentage of the raw water deficit cash-in-lieu owed to the City. This incentive is only available to projects that are being platted; redevelopment projects are ineligible.

Stakeholder perceptions of current program. Stakeholders and developers interviewed for the program review suggested the following improvements to the current compliance options:

- Ensure a clear path for transfer of land to non-profit entities for the development of affordable housing.
- Encourage on-site build option for rental projects (as well as ownership projects) and reduce process-related barriers to this compliance option.
- Provide clear direction on City's objectives and affordability requirements but also allow for flexibility to achieve the objectives in alternative and/or creative ways—and demonstrate political will to support developments that align with City goals.
- Increase fees in lieu—which are relatively low—to achieve the desired outcomes of the program (increase in affordable units either directly through developer construction of units or indirectly through funds that can be leveraged for affordable construction).

In addition to the suggestions above, there is opportunity for administrative improvements to program compliance and enforcement.

Implications of HB21-1117 on current program. In May 2021, the Colorado state legislature opened the door for mandatory inclusionary housing policies to apply to both rental and for-sale development in Colorado. Prior to the passage of HB21-1117, mandatory inclusionary was considered to be "rent control" and therefore was limited to for-sale development application, unless rental requirements were designed as an "impact fee" with an option to build units. Municipalities that wish to enact mandatory inclusionary housing policies (under HB21-1117) are required to:

1) Offer a compliance alternative to on-site construction of the required affordable units (e.g., a fee in lieu); and
2) Demonstrate current or previous actions intended to increase density or promote affordable housing (e.g., zoning changes that increase density or support affordable housing; or fee reductions or other variances or regulatory adjustments for affordable housing).

Longmont's current IHO is already in compliance with HB21-1117 directives on alternative compliance and efforts to encourage affordable development. **The fact that HB21-1117 explicitly allows affordability requirements on rental developments does create opportunities for Longmont to simplify and streamline some components of its program, specifically:**

- At present, rental development compliance defaults to a fee and requires developers who wish to build affordable on-site to enter a voluntary Affordable Housing Agreement subject to City Council approval. Under HB21-1117, Longmont can make affordable rental unit construction the default compliance option (with a fee-in-lieu option) and no longer needs a "voluntary" AH Agreement or Council approval.
- Fees in lieu for rental developments are no longer bound by impact fee standards of "rough proportionality" and "rational nexus." Even so, it remains a best practice to set inclusionary policy fees at a reasonable rate and base calculations on a clear and rational methodology.

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Recommendations to Improve IHO Structure & Outcomes

Root's in-depth review of the City's IHO yields recommendations discussed below, organized around program components (affordability requirements, compliance options, and incentives). The recommendations are informed by Root's expertise in inclusionary policy design, stakeholder engagement (market-rate and affordable developers), as well as discussions with City staff.

Affordability requirements. The City's program currently requires a 12% set-aside of units at 50% AMI for rental and 80% AMI for owner units.

These AMI targets are in line with identified housing needs (discussed in detail in the City's Housing Needs Assessment) and the set-aside is in line with City's 12% affordability goal. In addition, the City offers flexibility to developers wishing to provide deeper AMIs and to those providing middle tier housing. As such, **there are no recommended changes to the affordability requirements of the current program.**

It is important to note that the City's IHO program alone is an insufficient tool to fulfill the entire affordability goal and/or fully address housing needs. The program (with potential modifications to the fee-in-lieu structure) is sufficient to help the City "keep up" with new development (ensuring 12% of new units are affordable) but does not help the City "catch up" with the current deficit of affordable housing. "Catch up" affordable production is most likely to occur through partnerships with the Housing Authority and non-profit developers, the LIHTC program, and leveraging state and local resources, including the City's affordable housing fund, for additional affordable development above and beyond IHO units.

Compliance options. The most common compliance option used by developments subject to the IHO is the fee-in-lieu: 56% of projects selected this option in 2022. The second most common is building units on-site. A few developers have also used the land donation and middle-tier housing options.

Root offers the following recommendations to the City regarding compliance options. Recommendations are based on Root's experience with other inclusionary programs, best practices, stakeholder feedback, and staff discussions.

- **Raise the fee in lieu.** The current fee-in-lieu amount (as of June 2023), though set according to the affordability gap method, is not generating sufficient revenue for the City to create or subsidize the comparable number of affordable units. This is due to both changing market conditions and construction prices, as well as a lack of units available for acquisition. Raising the fee in lieu will support affordable unit production both directly by incentivizing developers to build units (instead of pay a higher fee) and indirectly by generating proportional revenue for the City to create units. A detailed fee in lieu analysis is included in the subsequent section of this report.

- **Encourage on-site affordable production for rental projects by streamlining the approval process** (removing the requirement for a "voluntary" AH Agreement and Council approval). This recommendation is supported by enabling state legislation (HB 21-1117).

- **Amend the credit compliance option**. At present, the credit redemption option is prohibited for projects that receive City funding or subsidy, but the program does allow credits to be acquired when using federal subsidies, such as the Low Income Housing Tax Credit (LIHTC). Allowing duplication of subsidy can reduce the complementary impact of other programs instead of compounding the impact (e.g., if a LIHTC developer sells credits to remove a market-rate development's IHO obligation).

  Root recommends adjusting this compliance option to prohibit credit allocation for any project receiving federal, state, or local subsidies. This particular compliance option does not appear to be in high demand among developers as none have taken advantage of it to date, but this option may be a good fit for certain areas being considered by multiple developers for phased projects. The City may want to consider that credit systems tend to be challenging to administer, manage, and enforce.

- **Ensure a clear path for land donation and clarify evaluation criteria for Council approval.** When considering land donation approval, evaluate whether the number of required affordable units can feasibly be developed on site and evaluate the in-kind value of land (is it equivalent or greater than the fee-in-lieu?). The viability of a land donation option is also dependent on a clear path for developer donations (transparent process, legal requirements, and evaluation criteria) and strong partnerships with non-profit developers to create affordable housing on the donated land on the City's behalf.

Incentives and offsets. Development incentives are inherently part of voluntary incentive programs but it is also common for inclusionary housing policies to include development incentives that help offset costs of the affordability requirements. Financial benefits of common incentives are described below in general terms. **An in-depth analysis of Longmont's specific incentives is currently underway (future deliverable).**

- **Parking reduction**—Parking costs vary from about $5,000 per space for surface lots to $45,000 per space for structured parking (and more for underground garages). Reducing parking ratios by 0.5 spaces per unit (applied to all units in a development) would save $22,500 per unit in development costs for structured parking and $2,500 per unit for surface parking. This analysis assumes the parking reduction would apply across the entire development, not just to affordable units. In addition to the direct savings, reduced parking may also allow a developer to include additional residential units with the saved space.

- **Fee rebates**—typical fee rebates range from $5,000 to $15,000 per affordable unit and are often capped at a certain threshold. These incentives are usually extended only to the affordable units within a development. A $5,000 per affordable unit fee rebate in association with a 10% affordability set-aside would effectively lower the per-unit cost of the entire development by $500 per total unit.

- **Density bonus and open space reduction**—Both density bonuses and open space reductions serve to increase the number of units that can be constructed as part of an overall development. As long as the increase in unit capacity does not change the construction type (e.g., from lumber to steel) then the cost per unit does not change significantly. The developer may realize some overall cost savings in per unit land costs but the bigger benefit is in increased total revenue for the project.

  If/when a density or height bonus does change the construction type (e.g., going from 4 stories to 6 stories results in a change from lumber to steel construction), then the incentive actually increases the per-unit cost of the development. However, it may still be an attractive option for developers because they are able to increase the total number of units and the nominal project value increases. A density bonus may also help attract new developers that specialize in taller buildings if they view the bonus as entitled when complying with the affordability requirements of the incentive.

- **Fast-track or administrative approvals**—Process-oriented incentives are highly valued by developers but are not quantifiable in the same way as other incentives. Even so, these types of incentives are often a key driver in success of incentive programs.

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Fee in Lieu Calculation Options

Most cities with an inclusionary housing ordinance offer a "fee-in-lieu" compliance option, which allows developers to pay a specified fee instead of constructing the affordable units.

Fees can be structured on a per square foot or per unit basis and range from nominal fee amounts up to the full cost of developing the affordable unit, depending on the policy priorities of the program. In general, low fees incentivize developers to pay the fee-in-lieu rather than build units, which contributes to revenue generation but results in relatively few affordable units constructed as part of the inclusionary program. High fees are more likely to incentivize developers to construct units on site and would result in lower revenue generation.

For example, the City of Atlanta set its in lieu fees equivalent to the average cost of unit development and nearly all developers in the program constructed the affordable units rather than paying the fee. Other cities set a fee-in-lieu similar to the sale price of the affordable unit—or even lower in order to incentivize revenue generation, which is often then used as gap funding to leverage other financing or subsidies (e.g., LIHTC) to build affordable units.

Cities typically calculate potential fee options according to established methodologies based on market information and then may choose to "discount" those fees according to policy priorities (e.g., revenue generation vs unit production). The two most common methodologies used to calculate potential fee-in-lieu options for inclusionary programs are:

- The Affordability Gap Method—a fee based on the difference in price between market-rate units and affordable units; and
- The Development Cost Method—a fee based on the actual cost (or subset of costs) to develop affordable units.

Longmont's IHO currently uses the Affordability Gap Method to calculate fees, which are assessed on a per-square-foot basis of the development. The current fee schedule requires the following fees for developers not providing on-site affordable housing units:

- Rental: $1.90 per square foot, based on the total finished livable square footage of the market rate units in the development; and
- For-Sale: $7.90 per square foot, based on finished square footage of market-rate homes.

Comparison to Other Front Range IHO Fees. Colorado House Bill 21-1117 requires any community pursuing inclusionary housing policies in Colorado to provide alternatives to constructing units on site. A fee-in-lieu is the most common alternative.

In addition to Longmont, there are currently five municipalities in the Denver Metro with active mandatory inclusionary housing policies.[3] Brief descriptions of each program are below, followed by a table of in-lieu fee standards. Details on other programs throughout Colorado are included in Appendix A.

- **City and County of Denver:** Denver recently passed mandatory inclusionary program for both rental and ownership housing that replaces the previous residential linkage fee system (commercial linkage fees are still in place). The new mandatory inclusionary program requires 8% of units affordable to 60% AMI in rental developments and 8% of units affordable to 80% AMI in for-sale developments.[4] The program has higher affordability requirements in high-cost areas, and does allow for fees-in-lieu for compliance.

- **City of Boulder:** Boulder's inclusionary policy requires 25% of units in a development be dedicated as affordable. Of the 25%, 80% must be affordable to households below 80% AMI and the remainder must be affordable to households under 120% AMI. Developers have a fee-in-lieu option;[5] but other compliance options (e.g., land dedication and off-site build) are evaluated on a case-by-case basis.

- **City of Broomfield:** Broomfield adopted an Inclusionary Housing Ordinance (IHO) in 2020 (ordinance No. 2100) that requires 10% of for-sale units and 20% of rental units be income-restricted and affordable to households earning 80% AMI or below (applies to for-sale developments exceeding 25 total units and rental developments exceeding 3 total units). The program allows for alternative compliance through in-lieu fees or land dedication. It also offers incentives to developers that build affordable units on site, including fee waivers and tax rebates.

- **City of Superior:** Superior adopted an inclusionary policy in 2020 requiring residential developments with at least 10 units to dedicate 15% of all units to 80% AMI households. Developments of fewer than 10 units may pay a fee-in-lieu.

- **City of Littleton:** Littleton adopted its inclusionary program in 2022 and requires a 5% set-aside at 60% AMI for rentals and 80% AMI for ownership units. The program offers a number of incentives for projects that build affordable units on-site but also allows for a fee-in-lieu of building units.

Figure 2 shows the fee options for the Denver Metro programs; Superior is excluded as their fees are not applicable to all developments. It is important to note that some

[3] Many more communities offer development incentives for affordable housing, but do not have a mandatory inclusionary structure with fees in lieu. A recent DRCOG survey indicates that at least 10 Denver metro municipalities are currently considering implementation of inclusionary housing programs in response to the state legislative changes in 2021 (HB21-1117).

[4] www.denvergov.org › Affordable-Housing-Project

[5] Developments with for-sale units are required to provide at least half of the required affordable units on-site.

communities in Metro Denver prioritize unit production and therefore set intentionally high fees; others have lower fees which effectively prioritize revenue generation. In addition, different communities have different set-aside requirements so the fees per affordable unit do not necessarily have the same impact across the total development).

As such, comparison between communities is not necessarily a benchmark for adjusting current fees but does help provide context for Longmont's existing fee structure.

Figure 2.
IHO Fees for Denver Metro Programs

IHO Program	Fee In Lieu Detail	Fee In Lieu per Affordable Unit Required in Typical* Development	Set-Aside (% of Units Affordable)	Sample Scenario: Total Fee-in-Lieu for a 100-Unit Project
Multifamily Rentals				
Longmont	$1.90/SF based on the total finished livable sq. ft. of the market rate homes in the development	$17,417	12% (@50% AMI)	$209,000
Denver	$250,000 - $311,000 per affordable unit required (depending on building height and submarket)	$250,000	8% (@ 60% AMI)	$2,000,000
Boulder	$76,427 - $213,284 per affordable unit required (depending on square footage of unit)	$200,842	25% (60-80% AMI)	$5,021,050
Broomfield	$55,295 per affordable unit required (reflects 2023 fee; scaling up to $106,635 per unit in 2025)	$55,295	20% (@ 60% AMI)	$1,105,900
Littleton	$269,708 (applies to developments with >19 units; fees are lower for smaller developments)	$269,708	5% (@ 60% AMI)	$1,348,540
For-Sale (assumes Single Family Detached for Peers that differentiate by type)				
Longmont	$7.90/SF based on finished square footage of market-rate homes	$144,833	12% (@ 80% AMI)	$1,738,000
Denver	$408,000 - $478,000 per affordable unit required (depending on submarket)	$408,000	8% (@ 80% AMI)	$3,264,000
Boulder	$77,036 - $274,251 per affordable unit required (depending on size and # of units in development)	$274,251	25% (80-120% AMI)	$6,856,275
Broomfield	$88,556 per affordable unit required (reflects 2023 fee; scaling up to $165,669 per unti in 2025)	$88,556	10% (@ 80% AMI)	$885,560
Littleton	$269,708 (applies to developments with >19 units; fees are lower for smaller developments)	$269,708	5% (@ 80% AMI)	$1,348,540

Note: "Typical" development assumes 2,200 square foot single family home; 1,500 SF townhome, and 1,100 SF apartment. Denver fee assumes "typical" market area and 4-story MF.

Source: Root Policy Research.

Fee-in-Lieu Update Options for Longmont. As previously noted, most developers opt to pay the fee-in-lieu rather than build affordable units. However, Longmont's current fees are too low for the City to effectively use the fee revenue to create an *equivalent* number of affordable units. The City can (and does) use the revenue to leverage federal and state funds (e.g., LIHTC gap financing), but it doesn't necessarily create a one-for-one exchange of inclusionary units to affordable units excluding other subsidies.

In order to explore potential updates to Longmont's fee structure, the following analysis provides fee options based on both the affordability gap method and the development cost method. As noted previously, final fee setting is typically driven by policy priorities, within the bounds of feasibility. As such, the following analyses do not test specific fees but rather quantify the likely upper limit of in lieu fees using data driven, quantitative methods for fee calculation.

Affordability gap method. The affordability gap method establishes fee-in-lieu based on the difference in price between market-rate units and affordable units. The theory behind this methodology is that the City should be able to use the fee revenue to "subsidize" affordable units—effectively "buying down" the cost of market-rate units.

Current Longmont methodology. The current Longmont fee utilizes the affordability gap approach; the exact methodology for Longmont's fee calculation is based on the Housing Fee in Lieu Methodology, dated November 30, 2018 and referenced in the City's Inclusionary Housing Ordinance. Key elements of the methodology are outlined below.

- The market price for for-sale housing is defined as the median price of Longmont homes built in the last 15 years and sold in the last eighteen months. These home sales are divided into two categories: single-family homes (both detached and townhomes), and condominiums.

- The market price of rental housing is based on a current average rental rate and unit size in square feet for market-rate 2-bedroom units (regardless of construction date) using the Apartment Insights database. These rental rates are converted to rental unit values using the Gross Rental Multiplier valuation method, where annualized rent is multiplied by a regionally specific Gross Rental Multiplier (GRM) to arrive at a value. The GRM is also provided by the Apartment Insights database.

- Affordable sales prices used for the gap calculation are based on affordability to households with an income of 80% AMI, as defined in the Sales Price methodology used in Housing and Community Investment which uses a guideline of 33% of income being spent on housing. Affordable rental prices use the Colorado Housing and Finance Authority (CHFA) rent limit for a 2-bedroom unit at 60% AMI and apply the GRM as is applied to the market rental price.

City staff has provided an update to the fee using the adopted methodology but current market data; calculations shown in Figure 3. **Based on the affordability gap method as specified in the City's current regulations, Longmont could consider a fee in lieu of up to $11.91 per square foot on for-sale developments and $3.83 per square foot on rental developments.**

Figure 3. Affordability Gap Calculation: Current Methodology with New Market Data

For-Sale FIL Calculation	Single Family	Condos (Attached)
Median Home Price*	$601,140	$461,358
Affordable Homes Sales Price 80% AMI (3 bedroom max-range)	$407,150	$358,292
Affordability Gap per Unit (diff b/t market price and affordable price)	**$193,990**	**$103,066**
Median Home Size (sq.ft)	1,836	1,307
Affordability Gap per sq ft	$105.66	$78.86
12% for Affordable Housing Units Requirement	$12.68	$9.46
FIL per total Finished sq foot (weighted average by product type)	**$11.91**	

Rental FIL Calculation	Monthly Rent (2 Bedroom)	Valuation
Market Rate Monthly Rent (all multifamily)	$1,939	$413,472
(3 bedroom max-range)	$1,794	$382,553
Gap per Unit (diff b/t market price and affordable price)		**$30,920**
Median Home Size (sq.ft)		968
Affordability Gap per sq ft		$31.94
12% for Affordable Housing Units Requirement		$3.83
FIL per total Finished sq foot		**$3.83**

Note:

* Median Home Price from assessor data on 18 months of sales of homes built 2007 and later.

Rental valuation based on gross rent multiplier (GRM) of 17.77.

Although 2023 income limits are now in place, the calculation uses 2022 income and rent limits to calculate fees so that the time period for market-price data matches the time period for affordable prices.

Source:

City of Longmont Housing & Community Investment Division.

Potential modifications to affordability gap methodology. Should the City want to explore updates to both the data and methodology, Root recommends using market prices of *new construction*—in both rental and for-sale markets—to determine the comparison value in the affordability gap calculations. (Currently the City uses homes built in the last 15 years and uses all rentals). New construction prices will better reflect the affordability gap of the developments to which the inclusionary policy applies. The only downside to focusing solely on new construction is that in some years the sample size could be relatively small.

To determine new construction prices and rents Root relied on current market data from CoStar and Zonda (formerly known as Metro Study). Figure 4 compares market rate rents and home prices on newly constructed units to the affordable rent/price limits. The difference reflects the potential fee-in-lieu based on the modified affordability gap method.

Note that this approach uses 2022 HUD Income Limits for the affordable sales prices and rents so that the affordable price/rent data year matches the market-rate data year. As such, affordable prices in Figure 4 differ slightly from those in Figure 3, which uses 2023 income limits.

Figure 4.
Affordability Gap Calculation: Modified Methodology with New Market Data

For-Sale FIL Calculation	Single Family	Duplex/ Townhomes	Condos
Median Home Price New Construction	$702,495	$552,462	$465,613
Affordable Homes Sales Price 80% AMI (3 bedroom max-range)	$409,402	$378,697	$347,991
Affordability Gap per Unit (diff b/t market price and affordable price)	**$293,093**	**$173,766**	**$117,622**
Median Home Size (sq.ft)	2,167	1,701	1,530
Affordability Gap per sq ft	$135.25	$102.15	$76.88
12% for Affordable Housing Units Requirement	$16.23	$12.26	$9.23
FIL per total Finished sq foot (weighted average by product type)		**$13.50**	

Rental FIL Calculation	Monthly Rent (2 Bedroom)	Valuation
Market Rate Monthly Rent (new construction)	$1,948	$415,312
(3 bedroom max-range)	$1,693	$360,946
Gap per Unit (diff b/t market price and affordable price)		**$54,366**
Median Home Size (sq.ft)		1,100
Affordability Gap per sq ft		$49.43
12% for Affordable Housing Units Requirement		$5.93
FIL per total Finished sq foot		**$5.93**

Note: Median Home Price from Zonda data on new construction sale prices past 18 months. Rental valuation based on GRM of 17.77.
Source: Root Policy Research.

Based on the modified affordability gap method, Longmont could consider a fee in lieu of up to $13.50 per square foot on for-sale developments and $5.93 per square foot on rental developments.

Though not included in the preceding analysis, Root could also test further modifications including fee differentiation by product type (single family, townhome, and condo); alternative method for converting market rents to value (using capitalization rates rather than GRM); and or other modifications based on best practices or peer programs as desired by City staff or Council.

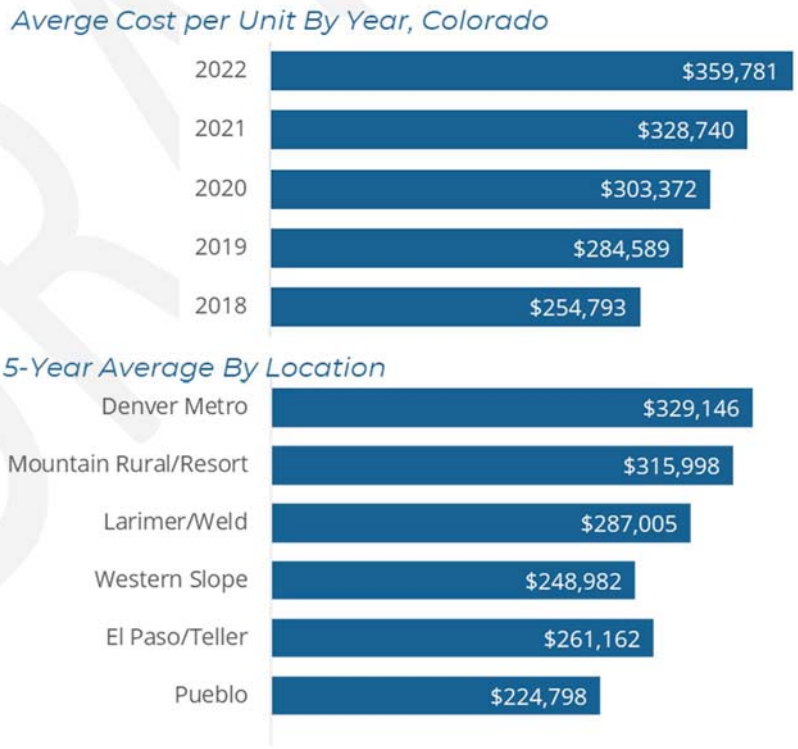
Development cost method. The development cost method bases fees on the actual cost to develop affordable units. The theory supporting this fee is that if the market-rate developer chooses not to build the inclusionary units, they should fund the full cost of the City developing such units. The following analysis uses market data to assess the development cost of both affordable multifamily rental units and affordable single family for-sale units in Longmont under current market conditions.

Multifamily. According to data from the Colorado Housing and Finance Authority (CHFA), the average development cost of affordable housing in Colorado was $360,000 per unit in 2022, up from $255,000 per unit in 2018. The five-year average (2017-2021) for Denver Metro affordable housing is $329,000 per unit—higher than the statewide five-year average of $306,000. Assuming the same annual appreciation in the Denver metro as the state overall yields a current **development cost of $386,673 per affordable rental unit in Longmont.** With an average unit size of 1,029 square feet, this cost equates to **$375.78 per square foot.** In the context of Longmont's inclusionary program, a development cost of $375.78 per square foot translates to **a potential fee-in-lieu of $45.09 per square foot** applied to the total square footage of the market-rate units in the development (applies the 12% set-aside requirement to the development cost).

Figure 5. Development Cost per Unit of Affordable Rental Units

Note:
Reflects all Colorado LIHTC (43 developments per year on avg). Includes new construction and acquisition/rehab projects.

Source:
CHFA Affordable Housing Development Cost Dashboard.



Single family. The National Association of Home Builders (NAHB) provides the most comprehensive data on all components of single family residential development, though estimates are national, as opposed to regional/local. Root used NAHB data as a baseline but further calibrated estimates using Marshall & Swift Construction Data to adjust estimates to reflect local construction cost conditions for prototypes most likely to be used

in affordable construction (slightly smaller units with lower-cost finishes). The affordable prototype for development cost modeling reflects a single story, 1,800 square foot home with modest finishes (fair/average quality); construction costs are based on 2023 Q1 estimates for Longmont ZIP codes. Root also incorporated feedback from regional affordable for-sale housing developers.

As illustrated in Figure 6, the **total development cost for an affordable single family home in Longmont is $422,148, or $234.53 per square foot.** In the context of Longmont's inclusionary program, a development cost of $234.53 per square foot translates to **a potential fee-in-lieu of $28.14 per square foot** applied to the total square footage of the market-rate units in the development (applies the 12% set-aside requirement to the development cost).

Figure 6.
Affordable Single Family Unit Development Cost

Component	Cost
Finished Lot Cost	$105,000
Construction Cost	$271,848
Financing	$8,450
Overhead and General Expenses	$22,857
Marketing Cost	$2,958
Sales Commission	$11,036
Total Development Cost	**$422,148**

Note:
Finished lot cost includes utilities/fees; sales commission assumes 3.5% on a home price affordable to 80% AMI ($315,320).

Source:
Marshall and Swift Construction Estimates, NAHB Construction Cost Survey 2022 and Root Policy Research.

Based on the development cost method, Longmont could consider a fee in lieu of up to $28.14 per square foot on for-sale developments and $45.09 per square foot on rental developments.

Summary of IHO Fee Options. The methodologies described above yield potential fees ranging from $4.23 to $45.09 per square foot:

- Based on the affordability gap method as specified in the City's current regulations, Longmont could consider a fee in lieu of up to **$11.91** per square foot on for-sale developments and **$3.83** per square foot on rental developments.
- Based on the modified affordability gap method, Longmont could consider a fee in lieu of up to **$13.50** per square foot on for-sale developments and **$5.93** per square foot on rental developments.
- Based on the development cost method, Longmont could consider a fee in lieu of up to **$28.14** per square foot on for-sale developments and **$45.09** per square foot on rental developments.

Figure 7 shows how the different fee options would apply to a 100-unit construction project in Longmont. Calculations assume a for-sale home of 2,200 square feet and apartments of

1,100 square feet, based on the average size of new construction units in the Longmont market.

Figure 7.
IHO Fee Options Applied to a 100-Unit Project

Note:
Assumes 2,200 square foot, for-sale home and 1,100 square foot apartment.

Source:
Root Policy Research.

Method	Maximum Fee in Lieu per Square Foot	Total Fee in Lieu Obligation on a 100-unit project
Rental (e.g., 1,100 SF apartment)		
Current Fee	$1.90	$209,000
Affordability Gap: Data Update	$3.83	$421,300
Modified Affordability Gap	$5.93	$652,300
Development Cost	$45.09	$4,959,900
For-Sale (e.g., 2,200 SF Single Family Detached)		
Current Fee	$7.90	$1,738,000
Affordability Gap: Data Update	$11.91	$2,620,200
Modified Affordability Gap	$13.50	$2,970,000
Development Cost	$28.14	$6,190,800

The calculated fees could be adopted at the full rate or at discounted rates (e.g., 75% of development cost method); it is also common to automate annual adjustments to fees in lieu. Raising the fee in lieu from current rates will support affordable unit production both directly by incentivizing developers to build units (instead of pay a higher fee) and indirectly by generating proportional revenue for the City to create units—either through continued gap financing or through funding other strategies for unit creation and subsidy.

DRAFT

Appendix A.

Figure A-1. Mandatory Inclusionary Housing Programs in Colorado: Rural Resort & Western CO Communities

	Carbondale, Colorado	Eagle County, Colorado	Eagle, Colorado	Glenwood Springs, Colorado	Mt. Crested Butte, Colorado	Salida, Colorado	Telluride, Colorado	Basalt, Colorado	Durango, Colorado
Name	Community Housing Inclusionary Requirements	Affordable Housing Guidelines	Inclusionary residential requirements	Affordable and Workforce Housing	Inclusionary Zoning	Inclusionary Housing	Affordable Housing Mitigation	Residential Inclusionary Requirements	Fair Share Housing
Year adopted	2001	2004		2021	2003	2018	2007	1999	2009
Year updated	2016	2014	2002	N/A	N/A	2022		2015	2012
Geography	Entire jurisdiction	Entire jurisdiction	Entire jurisdiction	Entire jurisdiction	Entire jurisdiction	Certain zones/ neighborhoods	Entire jurisdiction	Entire jurisdiction	Entire jurisdiction
Ownership vs. rental	Ownership and rental	Ownership and rental	Ownership	Ownership and rental	Ownership and rental	Ownership and rental	Ownership and rental	Ownership and rental	Ownership
Project minimum	5 units	4 units	10 units	10 units	Single family less than 2,700 sq. ft. exempt	5 units	N/A	3 units (units <3,000 sq. ft. each detached or <1,400 sq. ft. attached	4 units
Affordability requirement	20% of units (15% of bedrooms) both rental and for sale	25% of units or 15% of square footage both rental and for sale	10% of units for both rental and for sale	10% of units for both rental and for sale	15% of units for both rental and for sale	16.7% of units for both rental and for sale	Calculated based on square footage	20% of all units for both rental and for sale	16% of all units
Fee in Lieu	None	$184.31/sq. ft.	None	None	unknown	$10.23-$20.46/ sq. ft.	$217-$284/ sq. ft.	$106.12-$197.41/ sq. ft.	Average $80,500-$399,500 based on bedrooms
Other compliance options	On-site units, off-site units, buy down units	On-site units, off-site units, rehab regulated units, renovate unregulated units, donate land	On-site units	On-site units, land donation	On-site units, off-site units, in-lieu fee	On-site units, off-site units, in-lieu fee, donate land	On-site units, in-lieu fee, other	On-site units, off-site units, in-lieu fee, other	On-site units, fee in lieu, land donation
Affordability term	In perpetuity	In perpetuity	In perpetuity	30 years	In perpetuity	In perpetuity	In perpetuity	In perpetuity	In perpetuity
AMI Level	Mix of 80-150% AMI for both owner and renter	Owner: 100-140% AMI Renter: 80-100% AMI	Must be local employee; 100% AMI for both owner and renter	Up to 120% AMI; restricted units must average to 100% AMI both owner and renter	120% AMI for both owner and renter	Renter: 80% AMI Owner: 120-160% AMI (140% average)	Tier based on square footage Target: 70%-110% AMI Limit: 120%-180% AMI	Up to 120% AMI; must average to 100% AMI for both owner and renter	Owner: 80%-125% AMI
Incentives (Unless otherwise noted, incentives only apply to on-site compliance)	Fee reduction/waiver	Discretionary incentives	None	Density bonus, site design flexibility, public-private partnerships, tax rebate	Incentives if units beyond what is required are provided	Density bonus, reduced parking requirements, concessions	Fee reduction/waiver including water fees	Fee reduction/waiver, other	Fee refunds and waivers
Community Data:									
Population	6,464	55,693	7,420	10,017	906	5,671	2,593	3,802	18,953
Median income	$86,321	$91,338	$97,724	$69,728	$85,625	$62,668	$83,542	$104,605	$68,550
Median rent	$1,670	$1,724	$1,408	$1,237	$1,336	$1,251	$1,825	$1,844	$1,325
Median home value	$638,000	$640,400	$614,400	$465,600	$494,700	$377,500	$443,500	$873,400	$497,100

Source: Jurisdiction Municipal Codes and Grounded Solutions IZ database.

Figure A-2. Mandatory Inclusionary Housing Programs in Colorado: Front Range Communities

	Longmont, Colorado	Boulder, Colorado	Superior, Colorado	Denver, Colorado	Broomfield, Colorado	Littleton, Colorado
Name	Inclusionary Housing Program	Inclusionary Housing	Inclusionary Housing Requirements	Expanding Housing Affordability	Inclusionary Housing Ordinance	Inclusionary Housing
Year adopted	2018	2000	2020	2022	2020	2022
Year updated	2019	2017			2022	
Geography	Entire jurisdiction	Entire jurisdiction	Entire jurisdiction	Entire jurisdiction	Entire jurisdiction	Entire jurisdiction
Ownership vs. rental	Ownership and rental	Ownership and rental	Ownership and rental	Ownership and rental	Ownership and rental	Ownership and rental
Project minimum	2 units	N/A	10 units	8 units	For sale: 25 units Rental: 3 units	5 units
Affordability requirement	12% of all units	25% of all units	15% of units	8%-12% of units (depending on tenure and location)	10% of ownership units; 20% of rental units	5% of units
Fee in Lieu	Owner $7.90 /sq. ft. Renter $1.90 / sq. ft.	$50,025-$301,680/ unit	unknown	$250,000 to $478,000/ unit	$25,000-$50,000/ unit	$269,708 per unit
Other compliance options	On-site units, off-site units, renovate unregulated units, in-lieu fee, donate land	On-site units, off-site units, rehab regulated units, in-lieu fee, donate land	On-site units, in-lieu fee, other	On-site units, in-lieu fee; alternate set-asides for alternate AMIs	On-site units, in-lieu fee, donate land	On-site units, in-lieu fee
Affordability term	For-sale: in perpetuity; Rental: 30 years	In perpetuity	In perpetuity	99 years	For sale: 30 years Rental: 40 years	30 years
AMI Level	Rental: 50% AMI Owner: 80% AMI	60-120% AMI	80% AMI	Rental: 60% AMI Owner: 80% AMI	Rental: 60% AMI Owner: 80% AMI	Rental: 60% AMI Owner: 80% AMI
Incentives (Unless otherwise noted, incentives only apply to on-site compliance)	Density bonus, other zoning variance, fee reduction/waiver, unit concessions, parking reduction; Lower set-aside for deeper AMIs	Density bonus, unit concessions	None	Permit fee reduction; parking reduction. Additional incentives if exceed baseline affordability requirements.	Fee waivers and tax rebates	Fast track review, parking reduction, open space reduction (if adjacent to park), permit fee rebate, other zoning and process variances. Additional incentives if set-aside >50%.
Community Data :						
Population	98,789	104,930	13,283	706,799	72,697	45,465
Median income	$83,104	$74,902	$131,757	$78,177	$107,570	$82,997
Median rent	$1,538	$1,711	$2,162	$1,495	$1,814	$1,414
Median home value	$423,300	$790,100	$660,000	$459,100	$482,100	$471,900

Source: Jurisdiction Municipal Codes and Grounded Solutions IZ database; Community data from 2021 5-year American Community Survey (ACS).

Attachment #3

2023 SALES PRICE MAXIMUMS FOR CITY OF LONGMONT AFFORDABLE HOUSING PROGRAMS

Area Median Income (AMI)	Housing Type	1 bedroom		2 bedroom		3 bedroom		4 bedroom	
		1-2 person household		2-3 person household		3-4 person household		4-5 person household	
		Min	Max	Min	Max	Min	Max	Min	Max
60%	Attached	$181,897	$209,804	$209,804	$237,711	$237,711	$265,408	$265,408	$287,860
	Detached	$206,701	$238,414	$238,414	$270,126	$270,126	$301,600	$301,600	$327,114
80%	Attached	$209,805	$284,153	$237,712	$321,362	$265,409	$358,292	$287,861	$388,227
	Detached	$238,415	$322,901	$270,127	$365,184	$301,601	$407,150	$327,115	$441,167
100%	Attached	$284,154	$313,689	$321,363	$354,387	$358,293	$394,778	$388,228	$427,520
	Detached	$322,902	$407,388	$365,185	$460,242	$407,151	$512,699	$441,168	$555,221
110%	Attached	$313,690	$346,217	$354,388	$390,984	$394,779	$435,415	$427,521	$461,358
	Detached	$407,389	$449,632	$460,243	$507,771	$512,700	$565,474	$555,222	$601,140
120%	Attached	$346,218	$378,744	$390,985	$427,581	$435,416	$461,358	$461,358	
	Detached	$449,633	$491,875	$507,772	$555,300	$565,475	$601,140	$601,140	

Median Attached Sales Price – past 12 months: **$ 461,358**

Median Detached Sales Price – past 12 months: **$ 601,140**

Affordable	Mid-Tier	Median Price

CITY COUNCIL COMMUNICATION

MEETING DATE: April 13, 2021 **ITEM NUMBER:** 12.**B**

SECOND READING: **{{customfields.ResoOrdNumber}}**

TYPE OF ITEM: General Business

PRESENTED BY:
Erin Fosdick, Planning, Erin.Fosdick@longmontcolorado.gov

SUBJECT/AGENDA TITLE:
Annexation Referral: Somerset Village - Kanemoto Estates – A Request for City Council to Refer the Somerset Village - Kanemoto Estates property into the Annexation Review Process

EXECUTIVE SUMMARY:
The City has received a petition for the annexation of approximately 40-acres, located east of Airport Road, north of State Highway 119 (Ken Pratt Blvd.); see the attached vicinity map (Attachment 1) for location details. There are three properties being proposed for annexation that are currently located in unincorporated Boulder County and zoned Agricultural. There are currently two residences on the properties. In addition, Boulder County Open Space holds a conversation easement on Outlot A, which is currently used for agriculture.

The applicant has submitted a concept plan showing a mixed residential neighborhood; this is included as Attachment 2. The concept plan shows several neighborhoods with a variety of housing types, community and support space, as well as a child development center and open space. The applicant intends to integrate the existing homes into the overall development as community facilities. This property is bordered to the west by Airport Road, which is designated a principal arterial. The concept plan shows high-level plan for the transportation network, including plans for tying into the existing network. The concept plan also includes open space and buffers intended to provide transitions between this area and existing development within the City.

If Council consents to moving a formal application for annexation forward, a formal annexation application will be required. This type of application is a major development application and would require a neighborhood meeting, Development Review Committee (DRC) review, Planning & Zoning (PZ) Commission recommendation, and final decision by City Council; public hearings would be required for PZ and Council.

COUNCIL OPTIONS:
1. Authorize staff to accept and process an annexation application, finding that reviewing the annexation would be in the interest of the City. Referring the application does not obligate Council to approve the annexation.

CITY COUNCIL COMMUNICATION

2. Do not authorize staff to accept and process an annexation application, finding that it would not be in the interest of the City to consider the request at this time.

RECOMMENDED OPTIONS:
Annexation is discretionary and annexation referrals are a Council policy decision.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:
Not applicable for annexation referral

BACKGROUND AND ISSUE ANALYSIS:

Compatibility with the Envision Longmont Multimodal & Comprehensive Plan

This property is within the Longmont Planning Area (LPA) and is currently designated Rural Neighborhood in the Envision Longmont Multimodal & Comprehensive Plan. The property was originally designated Rural Neighborhood because of the conservation easement on the property. If this property goes through the annexation process, the applicant would need to work with Boulder County to release the conservation easement on the property.

If Council refers this project through to annexation, the applicant would need to request a land use amendment for Envision in conjunction with the annexation application. Based on the materials submitted as part of this annexation referral, the applicant would likely request an amendment to Mixed Neighborhood, which would enable Residential Mixed-Neighborhood zoning. This would allow for the development of a variety of housing and other supporting uses. The cover letter submitted by the Applicant (Attachment 3) discusses project intent and overall elements that are supportive of specific citywide goals identified in Envision.

Land use amendments are a major development application and would require a neighborhood meeting, Development Review Committee (DRC) review, Planning & Zoning (PZ) Commission recommendation, and final decision by City Council; public hearings would be required for PZ and Council. The applicant would need to demonstrate that the land use amendment serves the best interest of the City. Council is not being asked to make a decision on a land use amendment at this time, rather is being asked if this property should be referred into the annexation process.

Concept Plan

The concept plan submitted with this application shows a mixed neighborhood with approximately 350 homes, as well as supporting retail and community uses. More specifically, the plan calls for the following:

- Single Family Detached Homes
- Paired Homes
- Cottages

- Townhomes
- Apartments
- General Store
- Child Development Center
- Community Center

The plan also shows distributed open space and landscape buffers. The conceptual circulation identified on the concept plan shows connections within the site, as well as to the existing residential neighborhoods to the north and west. The Somerset Village Pattern Planning & Visioning Workbook prepared by the applicant provides additional details on these concepts and the vision of the applicant for this area (Attachment 4).

Annexation Eligibility

According to State Statutes, this property is eligible for annexation into the City of Longmont and could be annexed should the Council decide it is in the best interest of the City.

Metro Vision 2040

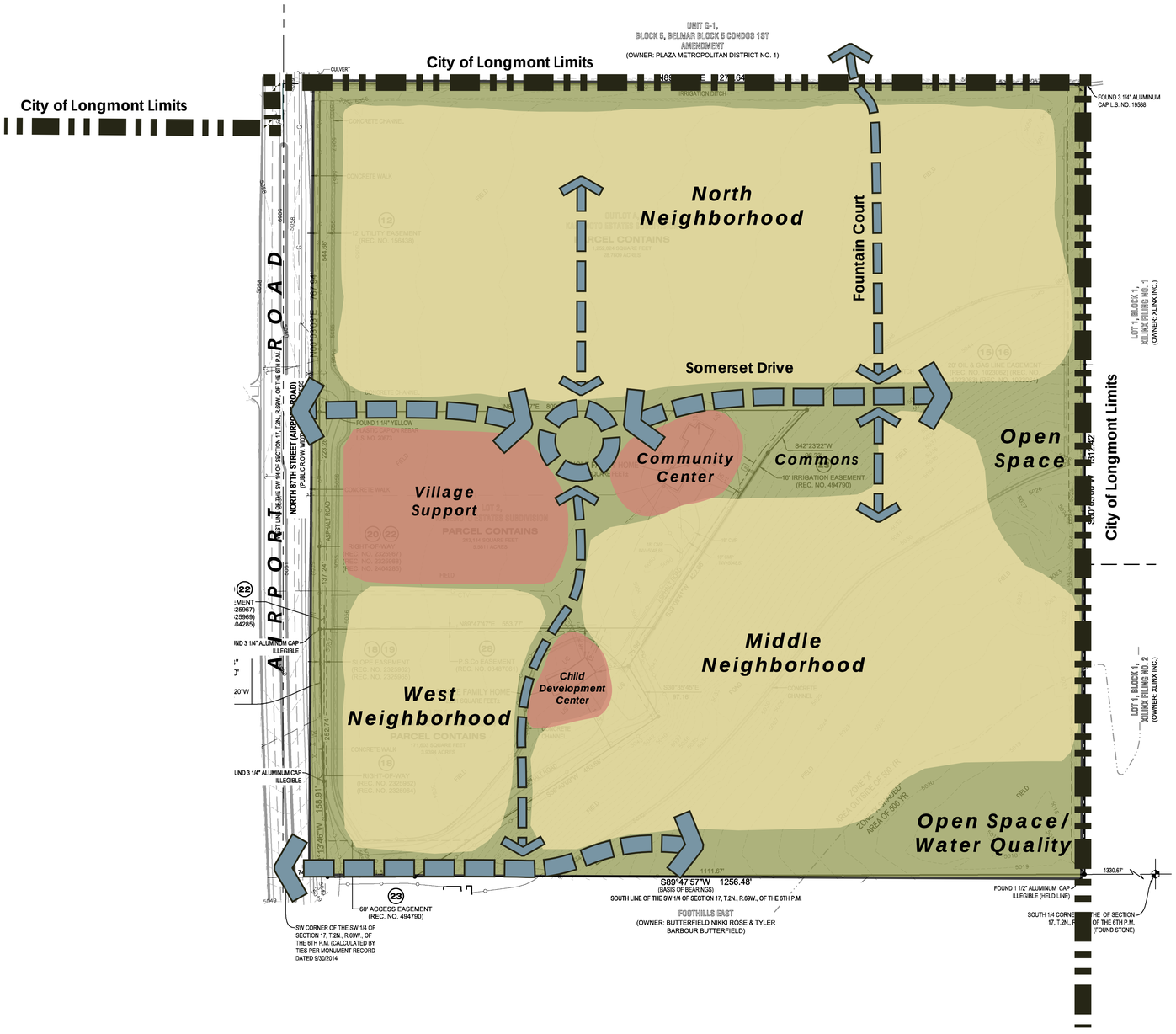
This property is not part of the urban area for the City according to the Metro Vision tracking system. Metro Vision is the regional comprehensive planning document through Denver Regional Council of Governments (DRCOG). As of December 31, 2020, the City is within its suggested land use allocation target (33.30 square miles) for the Metro Vision plan and currently has 22.97 square miles of urban area in Boulder County. The Longmont city limits include 30.88 square miles with 25.28 square miles within Boulder County (12/31/20). If City Council approves the annexation, the acreage of any approved site specific development plan or recorded final plat within the annexation would be added to the amount of urban area that the City is tracking (assuming that other developments do not use this allocation of urban area first).

ATTACHMENTS:

1. Vicinity Map
2. Concept Plan
3. Letter from the Applicant
4. Somerset Village Planning & Vision Workbook
5. Annexation Map

Exhibit K
AIRPORT
PIKE
FORDHAM
DRY CREEK
Subject Property
Xilinx
Campus
SH 119
SH 119
AIRPORT
Annexation Referral:
Somerset Village - Kanemoto Estates
0
500
1,000
2,000
Feet
K4

CLOVER CREEK



XILINX

LAND USE CHART

Residential	Description	Number of Homes	Permanent Affordable
Single Family Detached	Own - street frontage, shared driveway w/ garage, ADU capable	90	6
Paired Home	Own - street frontage, alley loaded w/ garage	16	0
Cottage	Own - walkway accessed SFD condos; garage optional	142	46
Townhome	Own/rent - street frontage, rowhouse configuration with garage, adjacent community center	44	10
Apartment	Rent - street frontage, over garage/optional; integrated with Cottage neighborhood	50	10
	Total Residential units	358	72
Facilities	Use	Space	
General Store	Convenience, sundries, charge ports	10,000sf	
Child Development Center	Child care & education	6,000sf	
Community Center	Converted homes - recreation, meetings, charge ports	6,000sf	
	Total Facility Space	22,000sf	

N

SCALE:

0 100 200

Legal Description

(Refer to Annexation Map)

Total Acreage = 40.52 acres

Zoning

Requested zoning district: R-MN for Lots 1, 2 & Outlot A = 38.25 acres

Kanemoto Subdivision - City of Longmont Contiguity		
Somerset Village Boundary	Shared Boundary	Percentage of Contiguity
5,408.61'	2,622.34'	48.48%

Somerset Village Concept Plan

March 13, 2020

Attn: Mayor & City Council
City of Longmont
385 Kimbark St. Longmont, Colorado 80501

RE: Somerset Village - 8700 Airport Road – Annexation Request
Lots 1, 2 & Outlot 'A' Kanemoto Estates Subdivision
Annexation & CMP Amendment to Residential Mixed Neighborhood

We respectfully request the City of Longmont to consider annexing Lots 1, 2 & Outlot A of the Kanemoto Estates Subdivision (Somerset Village) and the adjacent Airport Road right of way into the City of Longmont. The overall area proposed for annexation is approximately 40.5 acres. The public interest will be served by the annexation since the property is in the City of Longmont Planning Area (LPA) and it conforms with the State of Colorado and City of Longmont annexation polices.

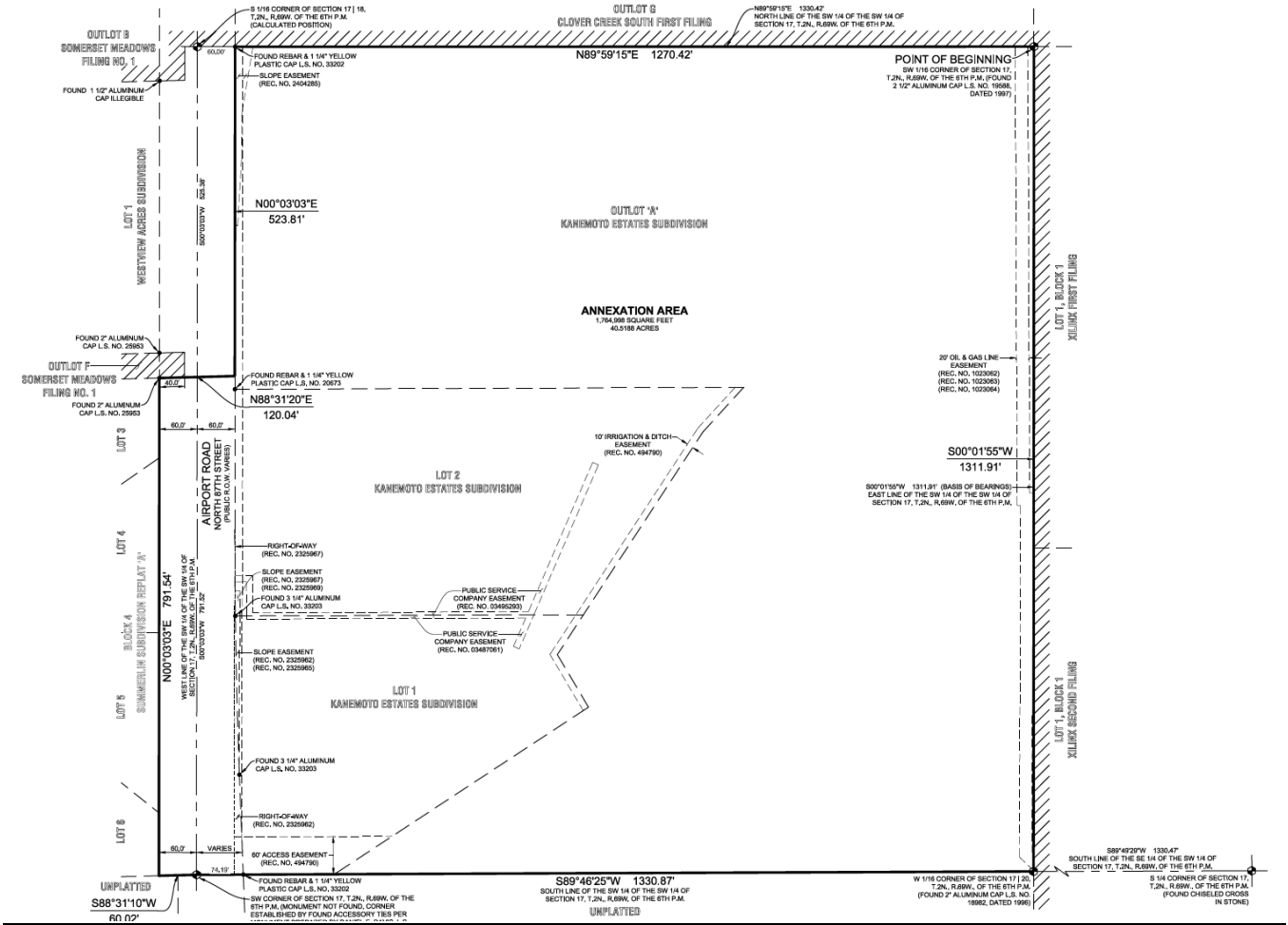
Context: Existing Uses, Zoning & Comprehensive Plan. *The Kanemoto Estates Subdivision is in* Boulder County. The property is bounded on the south by an agricultural use (equestrian & boarding) and a residence in Boulder County; on the west by Airport Road; on the north by the Clover Creek Subdivision and on the east by primary employment including XILINX & Western Digital in the City of Longmont. The property is outside the Vance Brand Airport Influence Zone Overlay. The property is zoned Agricultural and is subdivided into three parcels. Lot 1 - 8610 Airport Road and Lot 2 - 8700 Airport Road each of which have one residence.

Outlot A is in agriculture production and is under a conservation easement that Boulder County Open Space holds. Immediately adjacent the City of Longmont Municipal Service Area (MSA) boundary to the north and east; the property is in the Longmont Planning Area (LPA), and is designated an area of change within the Vision Longmont framework. The Longmont Comprehensive plan currently identifies the property as Single Family Residential; the proposed plan would be to designate it Residential - Mixed Neighborhood.

Kanemoto Estates Subdivision – View North

Legal Description. A tract of land in the southwest one-quarter of the southwest one-quarter of Section 17 T2N, R69W, of the 6th Principal Meridian, Boulder County, State of Colorado.

- Lot 1 (3.9 acres): Kanemoto Estates Subdivision, Boulder County State of Colorado. Excepting therefrom that portion deeded to the County of Boulder by instrument recorded August 30, 2002 REC No. 2325968.
- Lot 2 (5.6 acres): Kanemoto Estates Subdivision, Boulder County State of Colorado. Excepting therefrom that portion deeded to the County of Boulder by instrument recorded August 30, 2002 REC No. 2325968.
- Outlot 'A" (28.8 acres): Kanemoto Estates Subdivision, Boulder County State of Colorado.
- Airport Road Right of Way (2.25 acres)



Annexation Map

City of Longmont Annexation Criteria. The City of Longmont and Boulder County utilize the criteria established in the the June 19, 1997 Longmont Planning Area Comprehensive Development Plan Intergovernmental Agreement for processing annexations. The Kanemoto Estates annexation application complies with applicable annexation criteria in addition to the major development review procedures.

a. The annexation complies with the Municipal Annexation Act of 1965 as applicable.

Colorado State Annexation Policy Conformance. *The request conforms with the Colorado* Municipal Annexation Act of 1965 under CRS Title 31, Article 12, Section 102. The annexation of the Kanemoto Estates property aligns with the annexation policies for orderly growth of urban communities in the State of Colorado; in that it will:

(a) encourage natural and well-ordered development;
(b) distribute the cost of municipal services among those who benefit;
(c) extend municipal government, services, and facilities to eligible areas which form a part of a whole community;
(d) simplify governmental structure in urban areas;
(e) provide an orderly system for extending municipal regulations to newly annexed areas;
(f) reduce friction among contiguous or neighboring municipalities; and
(g) increase the ability of municipalities in urban areas to provide their citizens with services.

Colorado State Annexation Physical Conformance. The request conforms with the Colorado Municipal Annexation Act of 1965 under CRS Title 31, Article 12, Section 104. The annexation of the Kanemoto Estates Subdivision property meets the contiguity characteristic necessary for a land parcel to be eligible for annexation.

(a) Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the annexing municipality

Kanemoto Estates Subdivision - City of Longmont Contiguity		
Somerset Village Boundary	Shared Boundary	Percentage of Contiguity
5,408.61'	2,622.34'	48.48%

(b) A community of interest exists between the proposed parcel and the annexing municipality - the subject land is adjacent existing developed land in the City of Longmont on the north, east and west (in part) and will be urbanized in the near future.

Colorado State Annexation Physical Characteristic Conformance. The request conforms with the Colorado Municipal Annexation Act of 1965 under CRS Title 31, Article 12, Section 105. The annexation of the Westview property meets the applicable 'limitations' section criteria for a land parcel to be eligible for annexation.

(a) No annexed parcel shall be divided into separate parcels without the written consent of all the land owners. Petitions of for annexation to the City of Longmont have been submitted by the owners of Lots 1, 2 & Outlot 'A' Kanemoto Estates Subdivision.

b. *The property is within the municipal service area (MSA) or the Longmont Planning Area (LPA) as stated in the comprehensive plan which designates the parcels residential.*
c. *The proposed zoning is appropriate, based on consideration of the following factors:*
   i. *The proposed zoning of Residential – Mixed Neighborhood (R-MN) provides an opportunity to develop a self-contained, Net-0 residential neighborhood with a diversified mix of housing types and local support facilities; and,*
   ii. *The proposed zoning provides the basis for affordable owner and rental housing; with the plan targeting 20% affordable housing, integrated into the community fabric.*
c. *The annexation will not limit the ability to integrate surrounding land into the City or cause variances or exceptions to be granted if the adjacent land is annexed or developed. It will allow for future annexations and development to occur with the inclusion of all of the Airport Road right of way.*
d. *Unless otherwise agreed to by the City, the landowner has waved in writing any preexisting vested property rights as a condition of such annexation.*
f. *The property to be annexed meets the environmental requirements of Section 15.02.140.*

Plan Framework. Appropriate land use, utility, multi-modal transportation, energy conservation, open space, affordable housing and sustainable community functions have been considered as key elements in the preparation of the Concept Plan for Somerset Village. Located within a Longmont Planning Area, the plan follows the Envision Longmont Plan Framework and City-wide goals for development in areas of change, including the provision of livable neighborhoods on major corridors like Airport Road.

Plan Intent. Somerset Village plan intent is to create a Residential – Mixed Neighborhood. The Concept Plan is laid out in a compact pattern of detached and attached homes with the existing large homes re-purposed for community facilities. The projected density of approximately 9.5 du/ac will require an amendment to the Comprehensive Master Plan which indicates Residential Rural - 1 du/ac. The plan features Net-0 building goals; affordable housing; a community center, child development facility and general store planned to foster a sustainable, self-contained community.

Longmont Goals. Primary elements of the plan are consistent with Longmont's City-wide Goals.

- Provide greater opportunity for home ownership with 20% percent of the housing developed as affordable.
- Targeting a Net-0 community energy profile
- Creating a walkable environment
- Providing on-site community facilities available to Longmont
- Integrating affordable housing in the fabric of the community
- Increasing the overall City density – with self-contained, buffered plan
- Developing in Areas of Change with new dwelling units and increasing Longmont share of development near employment

Sustainable Community. Sustainable goals including energy conservation will be integrated into the design and planning of the community in an effort to support Longmont's community goal of achieving Net-0 by 2035. Design guidelines and review processes will assist new dwellings and community buildings in accounting for emissions from space heating, ventilation to hot water and fixed lighting. The design review processes will consider optimization of energy in the type and manner that lighting, wall and roof, glazing, heating, ventilation, air conditioning, and renewables are integrated into building design. Coupled with shared transit; alternate fuel vehicles & multi-modal transportation - Somerset Village will seek innovation in its energy conservation applications.

Inclusionary Housing Incentives. A range of affordable forsale and rental housing types will be offered onsite – including: detached single-family homes and cottages; attached townhomes and apartments. It is expected that the planned residential mix and affordable housing commitment will allow the application of commensurate development standards and financial incentives to the project from the City of Longmont. We are interested in discussing the IHO and its application to this plan with City Council and City of Longmont Housing, Planning and

Engineering staff.

Land Use Type & Extent. Somerset Village is planned for a diverse mix of housing, including: single-family detached, paired homes, cottages, townhomes, apartments and ADU's. Unit sizes are projected to range from 650sf to 1,800sf depending on the housing type. The two existing homes will be maintained and integrated into the plan as community facilities.

Land Use Table			
Residential	Description	Number of Homes	Permanent Affordable
Single Family Detached	Own - street frontage, shared driveway w/ garage, ADU capable	90	6
Paired Home	Own - street frontage, alley loaded garage	16	0
Cottage	Own - walk SFD condos; garage option	142	46
Townhome	Own/rent - st frontage, rowhouse garage, adjacent community center	44	10
Apartment	Rent – st frontage, over-garage/optional; integrated with Cottage neighborhood	50	10
	Total Residential units	358	72
Facilities	Use	Space	
General Store	Convenience, sundries, charge ports	10,000sf	
Child Development Ctr	Child care & education	6,000sf	
Community Center	Repurposed home - recreation, meetings	6,000sf	
	Total Facility Space	22,000sf	

Circulation & Transportation. The property has approximately 1,314' of frontage on Airport Road - a Principal Arterial along the west property line that include a regional transit route. The Diagonal Highway (SR-119) - a Regional Arterial, is approximately one-third of a mile to the south. Primary employment facilities are located to the east and north; and single-family residential neighborhoods are located to the north and across Airport Road to the west in the City of Longmont. The primary proposed access points are planned at two locations on Airport Road. A full movement access is planned to align with Somerset Drive to the west and a right-in/right-out access is planned near the south property line. A secondary access point is required to connect with the Clover Creek subdivision on Fountain Court to the north.

The Hub Village Center Community Interface. The Village Center is intended to foster and support the community with a general store, office, charging stations and transit stop/ride share plaza. The center provides an interface point with the Longmont community and the region and supports limiting individual auto usage the transition to alternate-fuel vehicles. The general store is envisioned as a locally owned business opportunity offering goods and service for Somerset Village and the area. Dependent primarily on Somerset Village – it will also rely on the transit activity of the Center and Somerset Village community programming. A transit stop is planned at the Hub adjacent Airport Road; and ride and car-share programs will be administered onsite. The internal street network is a grid pattern with sidewalks on local and primary streets. Primary streets will be designated as public and local neighborhood streets are planned to be private and maintained by an HOA. Neighborhood streets will provide access to primarily alley-loaded single-family detached & paired homes; pedestrian accessed cottages; apartments and townhomes.

Community Center. The Kanemoto Residence is planned to be re-purposed and used as the Community center. The facility includes meeting, recreation and reception space for residents and citizens of Longmont; adjoining the Center is a common – outdoor activity venue.

Early Child Development Center. The 2nd Kanemoto Residence is being considered to be re-purposed as a Child Development Center providing enriched pre and primary school age education and child-care for residents.

Open Space & Buffers. Landscape/open space buffers and development standards will provide transitions between existing and proposed development – including the capped oil well adjacent the east property line. The oil well is no longer in service and has been capped to Colorado State standard – the required 150' radius passive open space buffer has been delineated around the well on the plan and an environmental report will be provided as to its condition at the time of formal application. The oil and gas easement are planned to be vacated – discussions with the easement holders will not be initiated until the formal application phase. A 20' landscape buffer will be developed along the west property boundary adjacent Airport Road; and a 20' landscape buffer will be developed adjacent the 80' existing open space along the north property line. Useable open space, pocket parks and natural open space are included in the Plan. The plan will have no known adverse impacts on the environment. A habitat and species conservation plan will be submitted with the formal application submittal for review.

Annexation Area and Conservation Easement. The proposed total annexation area consists of 40.5 acres; with approximately 2.25 acres in the Airport Road right of way and the remaining 38.25 acres in the Kanemoto Estates Subdivision property. The subdivision contains three lots. Lot 1 (3.9 acres) & Lot 2 (5.6 acres) each have one house; and Outlot A (28.8 acres) is used for agricultural production on a conservation easement held by Boulder County Open Space. Discussions have been held with Boulder County Open Space and Boulder County Community Planning regarding the proposed annexation and the Concept Plan over the last year as it took shape during the planning process. This included inquiring about how the cost burden of being required to acquire the agricultural conservation easement could be reduced to mitigate the impacts those costs may have on delivering Somerset Village limit and its associated community amenities and affordable housing.

Water, Sanitary Sewer, Storm Sewer & Public Utilities. The property would be served by and developed to City of Longmont standards for water, sanitary sewer, power and public safety services. Natural gas is available from Xcel. The water and sanitary sewer will be developed along the street system in easements, connecting to existing infrastructure to the north and east. Power will be connected from northeast of the property and a water quality pond is planned at the southeast corner of the property.

Development Standards. The development pattern at Somerset Village is predominately horizontal – emphasizing detached housing types rather than stacked vertical buildings. Accordingly, the Development Standards will conform to the City of Longmont Zoning standards for R-MN and Affordable Housing incentives as indicated in the following Development Standard table and City of Longmont code.

Preliminary Development Standards Table (R-MN Based)			
Residential	Lot Area (minimum)	Area	Lot Width
Single Family Detached	On street access Alley access	4,000sf 3,500sf	40' 35'
Paired Home	Attached, alley access	0 sf	20'
Cottage	SFD condos; garage optional	Pad area	10'
Townhome	On street frontage, rowhouse	0 sf	20'
Apartment	On street frontage, over garage	0 sf	0'
Affordable Incentive lot standards may be applied			
Dwelling Unit	On Street Access Frontyard Setback Alley access Frontyard Setback	15' 10'	
Dwelling Unit	No street frontage Sideyard Setback	5'	
Cottage	Common Wall Sideyard Setback	0'	
Townhome	Without Alley Rearyard Setback Abutting Alley Rearyard Setback	15'	
Building	Height	35'	
Additional height may be allowed in the R-MN zone			

MINUTES
City Council Regular Session
April 13, 2021
Via Remote Meeting Connection

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1. MEETING CALLED TO ORDER

The April 13, 2021, Regular Session of the Longmont City Council was called to order at 7:00 p.m. by Mayor Brian Bagley via remote meeting connection.

Meetings are being held remotely due to the ongoing novel coronavirus pandemic.

Watch the Livestream any of these ways:

- *Click 'PLAY' on the video link within the interactive agenda on the City's Agenda Management Portal at* ***https://www.longmontcolorado.gov/online-services/agendas-and-minutes/agenda-management-portal***
- *City's YouTube channel at https://Bit.Ly/Longmontyoutubelive*
- *Via the Longmont Public Media website at https://LongmontPublicMedia.Org/Watch/*
- *Comcast Channels 8 or 880*

2. ROLL CALL - PLEDGE OF ALLEGIANCE

Dawn Quintana, City Clerk, called the roll. Those present were Mayor Bagley and Council Members Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, and Tim Waters.

3. CHAIR REMINDER TO THE PUBLIC

Mayor Bagley reviewed the procedures for Public Invited to be Heard and Public Hearings.

Anyone wishing to provide Public Comment must watch the Livestream of the meeting and call-in only when the Chairperson opens the meeting for public comment. Callers are not able to access the meeting at any other time.

INSTRUCTIONS FOR CALLING IN TO PROVIDE PUBLIC COMMENT:

The toll-free call-in number is: 888 788 0099.
Watch the livestream (instructions above) and write down the Meeting ID when it is displayed at the beginning of the meeting.
WAIT for the Chairperson to invite callers to call-in and then dial the toll-free number, enter the Meeting ID, and, when asked for your Participant ID, press #.
Mute the livestream and listen for instructions on the phone.
Callers will hear confirmation they have entered the meeting, will be told how many others are already participating in the meeting and will be placed in a virtual waiting room until admitted into the meeting.
Callers will be called upon by the last three (3) digits of their phone number and allowed to unmute to provide their comments.
Comments are limited to three minutes per person and each speaker will be asked to state their name and address for the record prior to proceeding with their comments.
Once done speaking, callers should hang up.

4. APPROVAL OF MINUTES

A. March 30, 2021 – Regular Session Minutes

MOTION
Polly Christensen moved, seconded by Susie Hidalgo-Fahring, to approve the March 30, 2021 – Regular Session Minutes as presented

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

5. AGENDA REVISIONS, AND SUBMISSION OF DOCUMENTS, AND MOTIONS TO DIRECT THE CITY MANAGER TO ADD AGENDA ITEMS TO FUTURE AGENDAS

There were no agenda revisions or motions to direct staff to add future agenda items.

6. CITY MANAGER'S REPORT

A. Update on COVID-19

Harold Dominguez, City Manager, asked Eugene Mei, City Attorney, to explain the forthcoming changes in the rules and orders as follows:

- State Dial goes away on Friday and will not be replaced
- Large indoor events will still have restrictions, yet to be announced

- Masking order indoors is still in effect at state level through May 2nd
- Boulder County Board of Public Health adopted the state Dial framework which is effective April 16 with two phases:
  - On April 16 the county will go down one level to 'Blue' through May 16 with capacity restrictions from the state dial in effect
  - Large outdoor events greater than 500 people will have to submit plans to Boulder County Public Health
  - From May 16 to August 16, go to level 'Clear' with no restrictions and a snapback provision that could change if hospitalization admissions change

Eugene also explained that due to state and local orders, people need to be 25 feet apart in order to be in at in-person meetings without a mask and recommended waiting until Level 'Clear' to consider returning to in-person meetings.

Mayor Pro Tem Rodriguez inquired if Executive Sessions might be held in-person since they are not public meetings and Eugene responded that he would look into that further.

Council discussed the changing orders and Harold clarified that after May 16 things should clarify further due to the increase in vaccinations but noted it did not make sense to make changes until after that.

7. SPECIAL REPORTS AND PRESENTATIONS

There were no Special Reports or Presentations.

8. FIRST CALL - PUBLIC INVITED TO BE HEARD

Elizabeth Topping, 4007 Florentine Drive, spoke in favor of inclusionary housing amendments but called for attention to the critical need for residents of mobile homes, suggested the City leverage research done by Boulder and state protections in order to sustain the viability of living in mobile home parks.

Annemarie Jensen spoke on behalf of the East County Housing Opportunity Coalition, and shared general support for the inclusionary housing ordinance revisions but suggested that 10 years is a better limit to implement for when a developer converts a for rent unit to a for sale unit.

9. CONSENT AGENDA AND INTRODUCTION AND READING BY TITLE OF FIRST READING ORDINANCES

Dawn Quintana, City Clerk, read the titles of the ordinances into the record and reviewed

all of the items on the Consent Agenda.

A. **O-2021-22,** A Bill For An Ordinance Amending Chapter 3 Of The Longmont Municipal Code On Personnel Rules

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

B. **O-2021-23,** A Bill For An Ordinance Amending Chapter 14.04 Of The Longmont Municipal Code On Meter And Water Line Maintenance For Arterial Right-Of-Way

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

C. **O-2021-24,** A Bill For An Ordinance Authorizing The City Of Longmont To Lease The Real Property Known As Vance Brand Municipal Airport Hangar Parcel H-50 (The Premises) To Gail Schipper (Tenant)

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

D. **O-2021-25,** A Bill for an Ordinance Approving the First Amendment to the Vance Brand Municipal Airport Parcel H14-B Lease

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

E. **O-2021-26,** A Bill for an Ordinance Approving the First Amendment to the Vance Brand Municipal Airport Hangar Parcel NH-T2 Lease

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None
Carried: 7 – 0

F. **R-2021-33,** A Resolution Of The Longmont City Council Approving The Intergovernmental Agreement Between The City And Boulder County Public Health For Its Genesis Project

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

G. **R-2021-34,** A Resolution Of The Longmont City Council Approving An Amendment To The Intergovernmental Agreement Between The City And Boulder County Housing And Human Services For Parent Education Services

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

H. **R-2021-35,** A Resolution Of The Longmont City Council Approving A Fifth Amendment To The Intergovernmental Agreement Between The City And Boulder County For Repair And Remediation From Flooding

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None
Carried: 7 – 0

I. **R-2021-36,** A Resolution Of The Longmont City Council Approving An Amendment To The Intergovernmental Agreement Between Boulder County And The City Of Longmont For The Environmental Sustainability Matching Grant Program For Sustainability Projects In 2021

Council Member Peck asked if there were a list of projects related to this grant program.

Lisa Knoblauch, Sustainability Program Manager, responded that report would be coming to Council in the near future.

MOTION
Joan Peck moved, seconded by Polly Christensen, to pass and adopt A Resolution Of The Longmont City Council Approving An Amendment To The Intergovernmental Agreement Between Boulder County And The City Of Longmont For The Environmental Sustainability Matching Grant Program For Sustainability Projects In 2021

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters

Dissented: None
Abstained: None

Carried: 7 – 0

J. **R-2021-37,** A Resolution Of The Longmont City Council Approving The Intergovernmental Agreement Between The City And Victim Assistance And Law Enforcement Board Of The 20th Judicial District For 2021 Grant Funding For Victim Services

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None
Carried: 7 – 0

K. **R-2021-38,** A Resolution Of The Longmont City Council In Support Of Immigrant Families Of The City Of Longmont To Access Occupational Licenses Through SB21-077 And Benefits Through SB21-199

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

L. Approve A Letter To The Attorney General Regarding Allegations That Managers In The Colorado Air Pollution Control Division Ordered Their Staff To Falsify Data And Strongly Urging An Immediate And Thorough Investigation Into These Allegations

MOTION
Brian Bagley moved, seconded by Tim Waters, to Approve A Letter To The Attorney General Regarding Allegations That Managers In The Colorado Air Pollution Control Division Ordered Their Staff To Falsify Data And Strongly Urging An Immediate And Thorough Investigation Into These Allegations

Approved: Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: Brian Bagley
Abstained: None

Carried: 6 – 1

10. ORDINANCES ON SECOND READING AND PUBLIC HEARINGS ON ANY MATTER

Mayor Bagley paused the meeting to allow callers wishing to speak on the second reading and public hearing items time to call in.

No callers joined to speak on any of the public hearing items.

A. O-2021-18, A Bill For An Ordinance Amending Chapter 15.05, Sections 15.05.220 And 15.10.020 Of The Longmont Municipal Code On Inclusionary Housing

Mayor Bagley read the title of the ordinance into the record. There was no formal staff presentation on this item.

Mayor Bagley opened a public hearing on this item. There being no one present to address Council on this issue, the public hearing was closed.

MOTION
Tim Waters moved, seconded by Marcia Martin, to pass and adopt A Bill For An Ordinance Amending Chapter 15.05, Sections 15.05.220 And 15.10.020 Of The Longmont Municipal Code On Inclusionary Housing

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

B. O-2021-19, A Bill For An Ordinance Amending Chapter 4.79 Of The Longmont Municipal Code On Fee Reduction Or Subsidy

Mayor Bagley read the title of the ordinance into the record.

Kathy Fedler, HCI Manager, shared that staff caught a couple changes that are clean up items and she explained that forms would come from the City and not planning, and that the title for the planning director had been corrected throughout.

Mayor Bagley opened a public hearing on this item. There being no one present

to address Council on this issue, the public hearing was closed.

MOTION
Brian Bagley moved, seconded by Aren Rodriguez, to amend A Bill For An Ordinance Amending Chapter 4.79 Of The Longmont Municipal Code On Fee Reduction Or Subsidy as explained by Kathy Fedler

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None
Carried: 7 – 0

MOTION
Brian Bagley moved, seconded by Tim Waters, to pass and adopt A Bill For An Ordinance Amending Chapter 4.79 Of The Longmont Municipal Code On Fee Reduction Or Subsidy as amended

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

C. **O-2021-20,** A Bill For An Ordinance Approving The Lease Agreement Between The City Of Longmont, Colorado And The Oligarchy Irrigation Company

Mayor Bagley read the title of the ordinance into the record. There was no formal staff presentation on this item.

Mayor Bagley opened a public hearing on this item. There being no one present to address Council on this issue, the public hearing was closed.

MOTION
Joan Peck moved, seconded by Brian Bagley, to pass and adopt A Bill For An Ordinance Approving The Lease Agreement Between The City Of Longmont, Colorado And The Oligarchy Irrigation Company

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

D. **O-2021-21,** A Bill For An Ordinance Designating The Heil/Mellinger Silo At 2000 Ute Creek Drive As A Local Historic Landmark

Mayor Bagley read the title of the ordinance into the record. There was no formal staff presentation on this item.

Mayor Bagley opened a public hearing on this item. There being no one present to address Council on this issue, the public hearing was closed.

MOTION
Tim Waters moved, seconded by Susie Hidalgo-Fahring, to pass and adopt A Bill For An Ordinance Designating The Heil/Mellinger Silo At 2000 Ute Creek Drive As A Local Historic Landmark

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

11. ITEMS REMOVED FROM CONSENT AGENDA

The discussion and action on each item removed from the Consent Agenda is reflected under the item itself.

12. GENERAL BUSINESS

A. Annexation Referral: 10161 Ute Hwy – A Request for City Council to Refer the 10161 Ute Hwy Annexation (CDF Property) into the Annexation Review Process

Erin Fosdick, Principal Planner, offered to provide a presentation and also noted that the applicant was present if Council had questions for them.

Council Member Waters stated that when the annexation comes back to Council, he would like information included regarding how this annexation would help accomplish the housing objectives of Council as well as an analysis of the future economic impact of annexing property on the edge of the city.

Erin described that the property is north of Highway 66 in a mixed use area and is planned for eventual annexation, and noted that the applicant concept plan is more general at this phase of the process.

Council discussed the type of housing anticipated in this development, the number of times this property has not been able to make it through the process, and costly drainage issues on the property.

MOTION
Brian Bagley moved, seconded by Aren Rodriguez, to approve Annexation Referral: 10161 Ute Hwy – A Request for City Council to Refer the 10161 Ute Hwy Annexation (CDF Property) into the Annexation Review Process

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

B. Annexation Referral: Somerset Village - Kanemoto Estates – A Request for City Council to Refer the Somerset Village - Kanemoto Estates property into the Annexation Review Process

Erin Fosdick, Principal Planner, was present to answer questions about this annexation.

Council Member Christensen explained that she would not support this annexation because the land is being farmed, is open space land and has a conservation easement on it.

Council Member Waters explained his position of support noting that because the developer would have to buy out of the conservation easement, he would support it.

MOTION
Brian Bagley moved, seconded by Tim Waters, to approve the Annexation Referral: Somerset Village - Kanemoto Estates – A Request for City Council to Refer the Somerset Village - Kanemoto Estates property into the Annexation Review Process

Approved: Brian Bagley, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: Polly Christensen
Abstained: None

Carried: 6 – 1

C. Appeal of Planning & Zoning Commission Decision Regarding Southmoor Retail Plaza Conditional Use Site Plan and Variances from Landscaping and Building Design Standards

Mayor Bagley clarified that his preference would be to not do the rebuttals if

they are not needed.

Ava Pecherzewski, Principal Planner, provided an overview of the appeal process and background information about the appeal of a Planning and Zoning Commission decision that was made earlier this year and she explained that the Commission had approved the conditional use site plan for a 15,000 square foot commercial building with but denied the two variances because the commission opined that the hardships the applicant identified were self-created hardships. Ava reviewed the site, the proposal, and noted that the proposed drive thru coffee shop is what required a conditional use.

Mayor Bagley asked what the variances were that were not approved.

Ava explained that the application met all requirements except for the building design standards for the south side facing Grand Avenue and the landscaping in terms of the number of trees required as buffers. With regard to the number of trees, she noted that the applicant was not able to include ten trees as required due to the utility easement so instead they proposed six in front, two in back and they tripled the shrubbery to make up for the deficiency. She stated that the Planning and Zoning Commission had approved the Conditional Use Site Plan with two conditions: that the applicant add awnings over exit doors to south side facade; and that the applicant complete all outstanding redlines from the Development Review Committee for the site plan review.

Ava mentioned that the following people were in attendance regarding this item: Tom Davis, PWN Architects; Scott Ohm, Landscaping by Design; Dana Busa, Tebo Properties; and Chris Huffer, Engineering Administrator for the City.

Council asked Ava why other developments like Harvest Junction did not have an upgraded facade on the back like is required on this project and Ava noted that the code requirements had changed since projects like Harvest Junction were approved.

Tom Davis, PWN Architects, briefly reviewed the applicant's request for Council to approve the recommendations of the Planning Staff made February 17 for conditional approval of the requested variances due to hardships for existing site conditions. He reviewed the challenges with meeting the landscaping requirements due to utilities and noted power lines along Grand Avenue also prevent the planting of trees on the back side. He further pointed out that Longmont Planning staff believed that the applicant met the criteria for the first variance request and that the second request regarding the transparency requirement for the back side of the building they are unable to meet after they were asked to grant land to provide a through street and then held to a different standard because of that land grant. Tom noted that the project does

offer 19% transparency and that the applicant has tried to meet the intent of the requirements in a way that is consistent with the function of the building and has made adjustments to the materials to make the facade three-dimensional and added decorative metal canopies.

Mayor Bagley thanked staff and the applicant for their presentations and clarified that if Council approved Resolution B that would allow the applicant to go forward with the two variances.

Mayor Pro Tem Rodriguez disclosed that he is the liaison to the Planning and Zoning Commission and was, therefore, a party to the arguments and was in attendance for the discussion by the commission.

1. **R-2021-39-A,** A Resolution Of The Longmont City Council Upholding The Decision Of The Planning And Zoning Commission Approving The Southmoor Retail Plaza Conditional Use Site Plan And Denying The Variances From Landscaping Standards In Code Section 15.05.040 And Building Design Standards In Code Section 15.05.120

Council Member Peck moved Resolution A and explained her reasoning for doing so. Council Members then discussed the motion and asked if there were long-range plans to bury power lines along Grand Avenue and Chris Huffer, PWNR Engineering, responded that based on comments from the plans, the power lines along Grand Avenue are transmission lines and are costly to underground.

Council Member Martin suggested an option of reducing parking places in order to allow more room for trees and leaving the rear facade as agreed.

Ava explained that would be an option but it would not remove the variance because the landscape buffer has to be the first 10-15 feet along property line.

Council Member Waters noted that without information about what or why Planning and Zoning identified that the hardships were self-imposed, he was inclined to support the staff recommendation.

Mayor Pro Tem Rodriguez reminded Council of the three criteria as outlined in Code Section 15.02.040.K.9.b that allow the applicant to appeal a ruling of the Planning and Zoning Commission and noted the appealing party was only asking for two of the three.

Eugene Mei, City Attorney, reviewed the permissible grounds for an appeal: 1. the decision is not supported by any competent evidence in the record; 2. the decision is plainly inconsistent with the review criteria, as shown by clear and convincing evidence; or 3. the decision maker exceeded its authority or

jurisdiction as contained in the Municipal Code or Charter.

Mayor Pro Tem commented that based on that criteria, the case is clear for upholding the decision made by the Planning and Zoning Commission even though he did not agree with what they decided as he found the landscaping variance reasonable.

Mayor Bagley opened the Public Hearing and closed it as there were no callers for this item.

Dana Busa, Tebo Properties, provided additional comments about the project and the efforts made to meet the criteria.

Council further debated the criteria and the appropriate action to take based on that criteria, and asked Ava to clarify staff's recommendation.

Ava Pecherzewski said that staff made the recommendation for approval and felt the review criteria were met.

MOTION
Joan Peck moved, seconded by Polly Christensen, to pass and adopt A Resolution Of The Longmont City Council Upholding The Decision Of The Planning And Zoning Commission Approving The Southmoor Retail Plaza Conditional Use Site Plan And Denying The Variances From Landscaping Standards In Code Section 15.05.040 And Building Design Standards In Code Section 15.05.120

Approved: Polly Christensen, Susie Hidalgo-Fahring, Joan Peck, Aren Rodriguez
Dissented: Brian Bagley, Marcia Martin, Tim Waters
Abstained: None

Carried: 4 – 3

2. **R-2021-39-B,** A Resolution Of The Longmont City Council Reversing The Decision Of The Planning And Zoning Commission And Approving The Southmoor Retail Plaza Conditional Use Site Plan And Variances From Landscaping Standards In Code Section 15.05.040 And From Building Design Standards In Code Section 15.05.120

No action was taken on Resolution R-2021-39-B because Resolution R-2021-39-A is the resolution Council took action on.

D. 2021 Legislative Bills Recommended For City Council Position

Sandra Seader, Assistant City Manager, reviewed the three bills presented for

Council position as follows: HB21-1233, concerning modifications to the requirements for claiming an income tax credit for the donation of a perpetual conservation easement and staff recommends City
Council support SB21-1233; HB21-1238, concerning the modernization of gas energy efficiency programs and staff recommends City
Council support SB21-1238; and HB21-1253, concerning a general fund transfer to the local government severance tax fund to fund grants to local governments for renewable and clean energy infrastructure projects and staff recommends City Council support SB21-1253.

MOTION
Marcia Martin moved, seconded by Joan Peck, to support HB21-1233, concerning modifications to the requirements for claiming an income tax credit for the donation of a perpetual conservation easement

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

MOTION
Susie Hidalgo-Fahring moved, seconded by Joan Peck, to support HB21-1238, concerning the modernization of gas energy efficiency programs

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

MOTION
Marcia Martin moved, seconded by Brian Bagley, to support HB21-1253, concerning a general fund transfer to the local government severance tax fund to fund grants to local governments for renewable and clean energy infrastructure projects

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

13. FINAL CALL - PUBLIC INVITED TO BE HEARD

There were no callers for Final Call.

14. MAYOR AND COUNCIL COMMENTS

Council Member Peck encouraged those who are afraid to get the COVID vaccine to do so and shared how it helped her son resolve lingering effects of COVID that he was experiencing.

Mayor Bagley interjected that he would receive his first vaccine on Monday.

Council Member Martin commented that when Council interviews candidates for the Planning and Zoning Commission they are asked if they would apply the code exactly as written and shared that may need to be fixed to be more consistent with the staff's eager promotion of new codes that were intended to be more flexible.

15. CITY MANAGER REMARKS

The City Manager had no additional items to bring before City Council.

16. CITY ATTORNEY REMARKS

The City Attorney had no additional items to bring before City Council.

17. ADJOURN

2021 Available Council Contingency: $123,701
Carryover Contingency from 2020: $102,052*
*(will be carried over after 2020 fiscal year close-out)

MOTION
Marcia Martin moved, seconded by Tim Waters, to adjourn the meeting at 9:49 p.m.

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

CITY OF LONGMONT, COLORADO

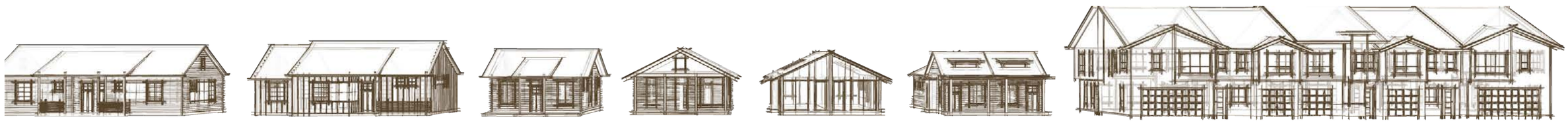
Mayor

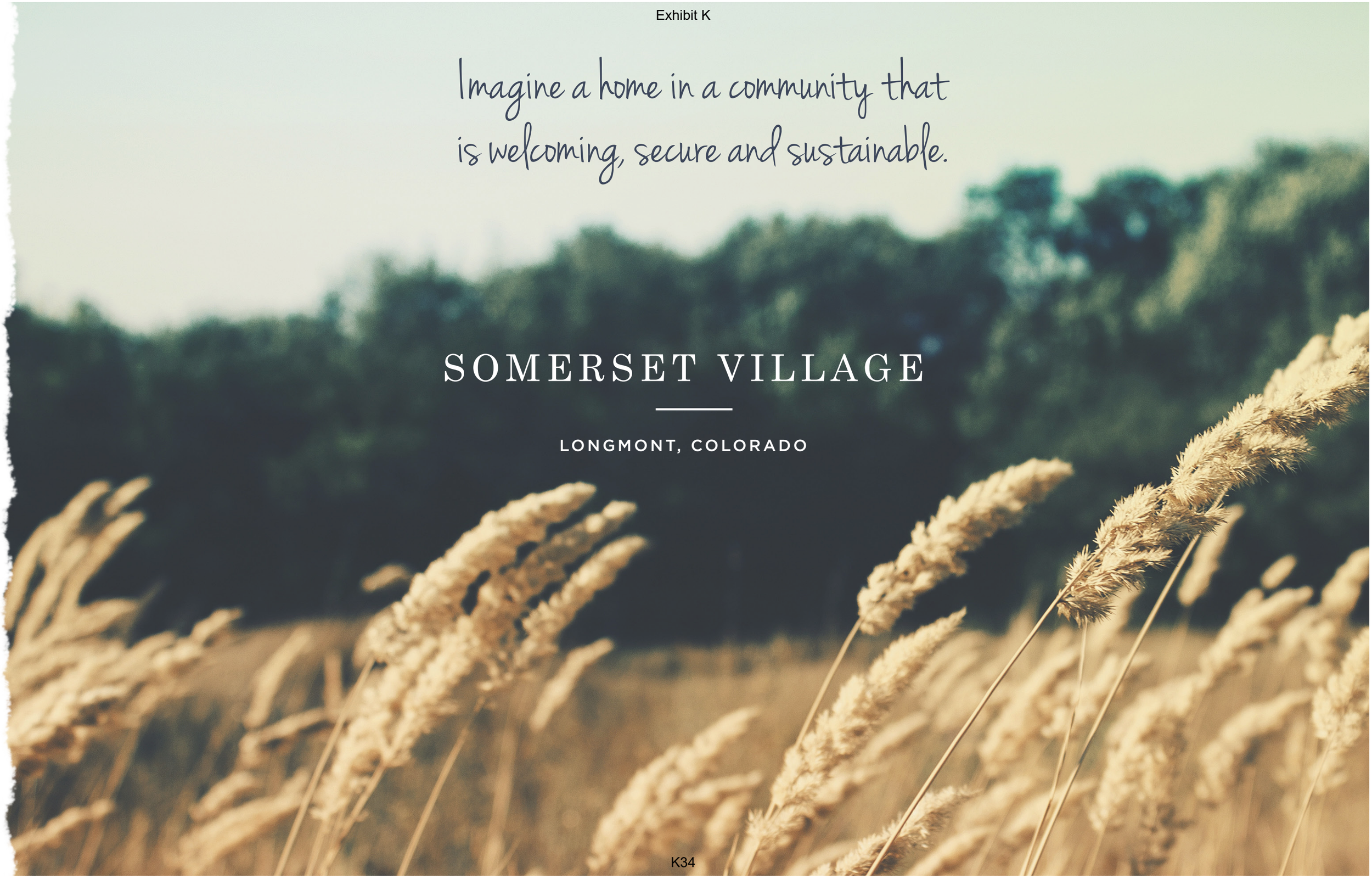
ATTEST:

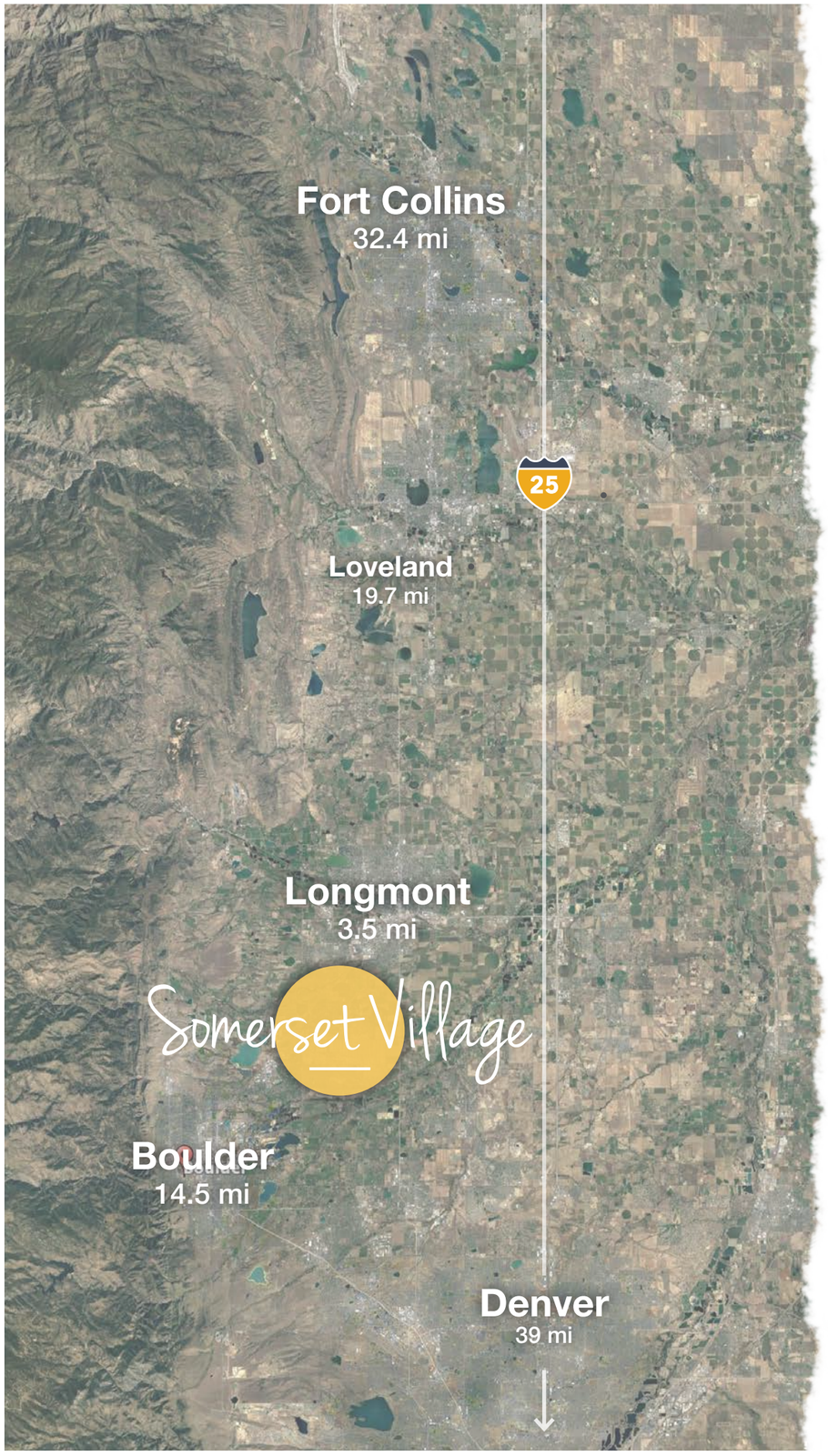
City Clerk

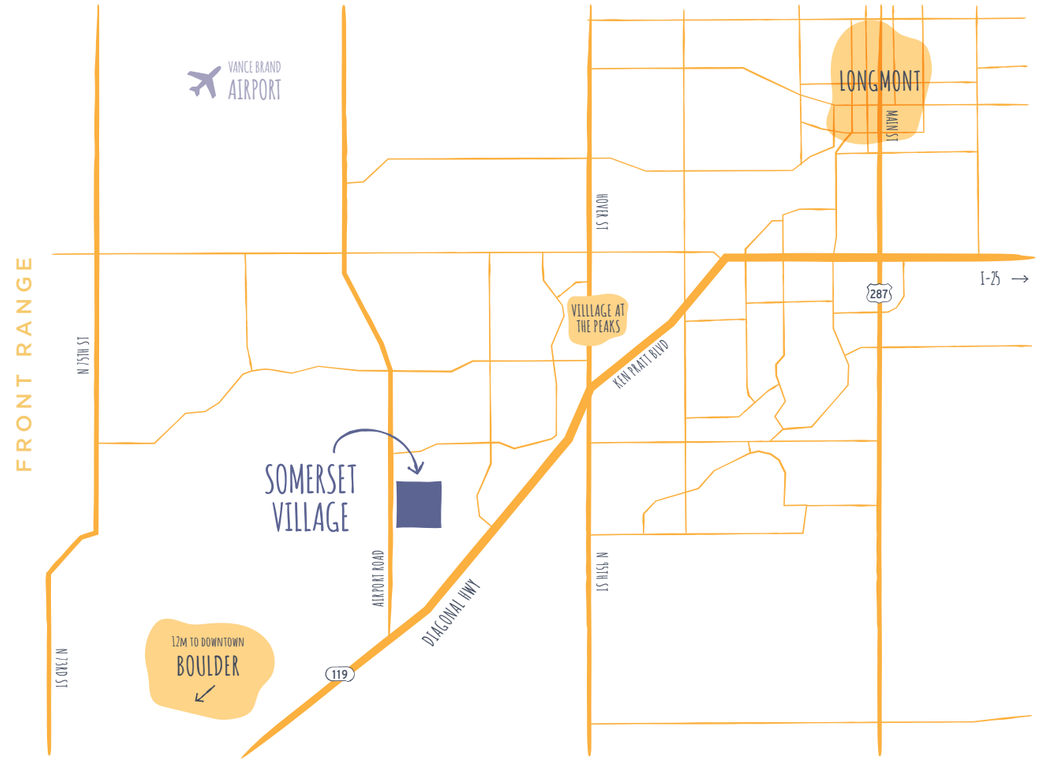
SOMERSET VILLAGE

Planning & Vision Workbook - Notes & Illustrations




Imagine a home in a community that
is welcoming, secure and sustainable.
SOMERSET VILLAGE
LONGMONT, COLORADO





PROJECT INTRODUCTION

A part of the Longmont community with convenient access to major employment, Downtown Longmont and multi-modal connectivity to Boulder, Fort Collins and Denver for regional employment, education, culture and recreation – the property is central, connected, and represents a complete opportunity for sustainable community.

Located on Airport Road in East Boulder County the Kanemoto family farmed and built two homes on the land in the early 1980's. The family's estate homes have been conserved in the Village plan – to be repurposed as community amenities. The property was included in the City of Longmont Planning and Service Areas to be considered for annexation and development in the City as a designated 'area of change' in 1997. The property is immediately adjacent Xilinx and a major employer area to the east; and Clover Creek - a large small-lot single family subdivision to the north.

GUIDING PRINCIPLES

The **Envision Longmont Goals** provide a framework and vision for the planning of Somerset Village - blending the needs and desires of Longmont residents with best practices in sustainability and community design - to provide value and choices for future residents.

Longmont Goals that form Guiding Principles for planning Somerset Village include:

- Develop in areas of change with new dwellings.
- Provide greater opportunities for home ownership.
- Target energy conservation principles and new energy technologies.
- Plan livable, self-sustaining neighborhoods.

CREATE LASTING VALUE

During the planning process the planning team Is focusing on people-centric design of homes and amenities - supported by sustainable technologies. This can provide lasting value and least cost over time

Value-actions:

> Create a true sense of place and belonging.

> Avoid 'trendy' decisions - focus on decisions that create timeless value.

> Create enduring character and quality for residents of all walks of life.

> Counter sprawl with compact development integrated with open and usable space.

PLAN FOR FUTURE ADAPTABILITY

The value of this place is how it appeals and works for today's and tomorrow's homeowner.

> Integrate sustainable technology applications and value-added design elements into the planning process.

> Design-in flexibility to provide a community framework that is adaptive to people's changing needs while maintaining the long-term vision of the Village.

> Prepare guidelines that maintain a quality and vibrant community character.

> Incorporate energy conservation in building design.

> Support non-fossil fuel vehicles and multi-modal transportation options.

PLAN A PLACE TO GROW

Plan infrastructure that will support a community of diversity and those who aspire to live in unity.

> Plan for community facilities that support multi-modal transportation; early child development, community gathering and health/wellness.

> Plan a safe and walkable environment encouraging people to spend time in various locations throughout the village.

> Plan for "porch front living" - to support interactive gathering with neighbors.

> Design attractive, affordable, energy conservative homes that live larger than their footprint through innovative plans that appeal to a range of people.

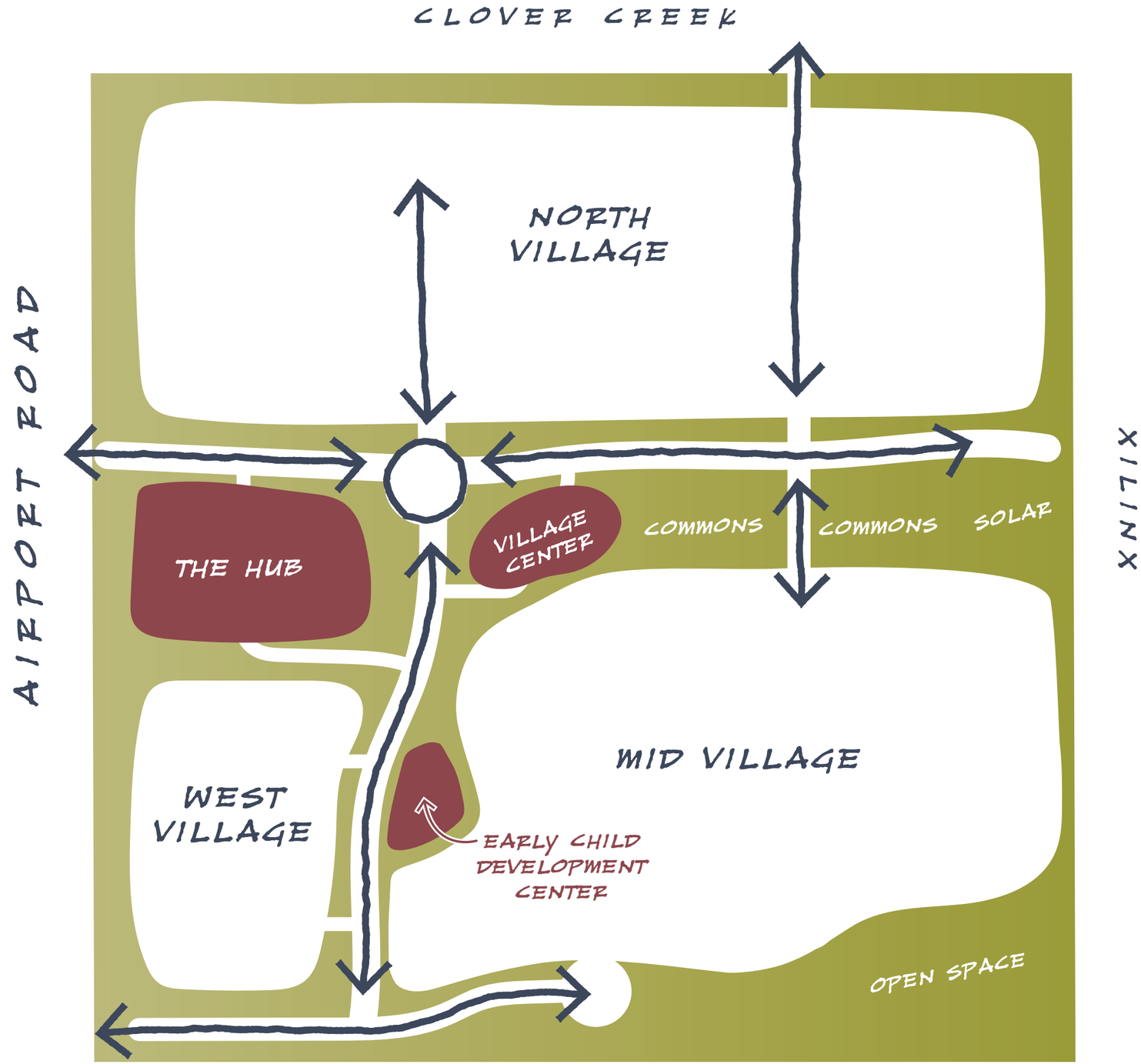
INITIAL CONCEPTS

Traditional neighborhood compact patterns of development have been integrated with energy conservation & sustainable design in the initial planning stages of the Village. Best practices and the values from these traditions add to the resident's quality of life.

- Multi-generational
- Walkable & Connected
- Warmth of Hearth & Home
- Shared Spaces
- Conversation

VILLAGE PLACE-MAKING

A traditional street and sidewalk system establish an easily understood pattern for the Village. From the main entrance on Airport road & Village Drive, community facilities are arrayed along what is the backbone of the community. At the entrance - the Hub will provide the prime mobility interface and daily support for residents with a transit and ride-share plaza and general store. Past the roundabout on Village Drive the Village Center in the 1st repurposed residence provides meeting, game and exercise facilities as part of the Community Commons. East of the Green a solar array is planned, providing off grid energy for community use and export. South of the Village Center in the Middle Neighborhood the Early Childhood Development Center is planned in the 2nd repurposed Kanemoto family home.

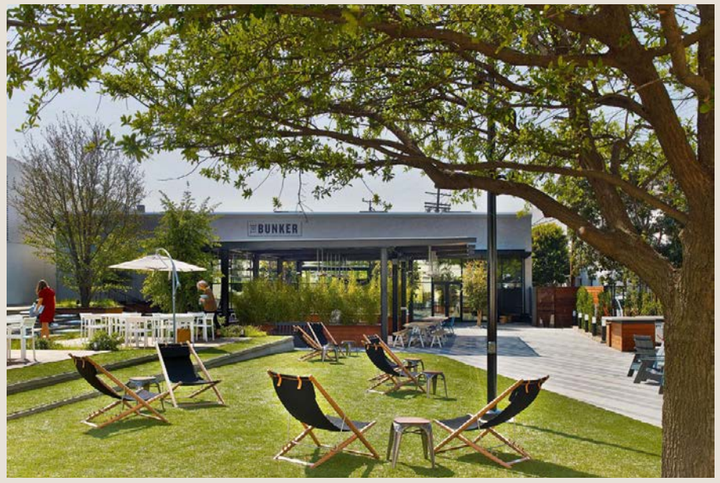


OVERALL PLAN CONCEPT

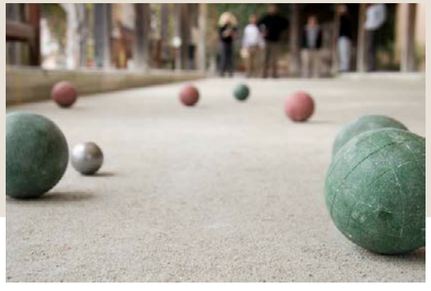
THE HUB

The Hub provides the primary mobility interface for community with Longmont and the region with support functions including the general store, office; and charging stations and a transit ride share plaza. The intent of the Hub is to support reduced usage of fossil-fuel based vehicles and provide alternate modes. The general store is envisioned as a locally owned business offering goods and service for Somerset Village and the area - relying on the Village, transportation & general store activity; and the community programming.

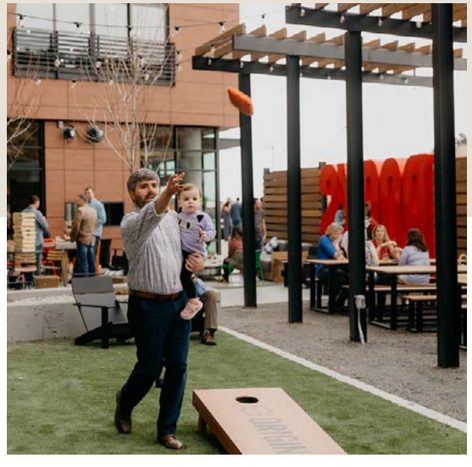
active connection to the community



welcoming moments



vibrant gathering place



Living at **Somerset Village** is about

quality of life

Quality of life is the prime driver of the planning & design of the Village in an effort to create a *sustainable place* that is livable and supports multigenerational *community* through housing choices, child development, and sustainable technologies.

EARLY CHILD DEVELOPMENT CENTER

The 2nd Kanemoto home is intended to be re-purposed as an Early Child Development Center providing enriched pre and primary school age education and child-care for residents.

outdoor play areas

TOWNHOMES

adaptive reuse of existing building

fun & engaging spaces to learn

NEW TRADITIONS

Honoring the Past & Building the Future.

At the heart of the early stages of the planning process is a recognition of the rich agricultural heritage that sustained the Boulder Valley for generations. The conceptual plan is intended to produce a new generation of sustainable living on the land that honors the past while creating a future of sustainable technology and design applications.

It's all in the details.

hearth & home. family friendly. front porch living.

VILLAGE CENTER

The Kanemoto Residence is planned to be re-purposed and used as the Community center. The facility includes meeting, recreation and reception space for residents; adjoining the Center is a commons outdoor activity venue.

fitness center

indoor & outdoor gathering spaces

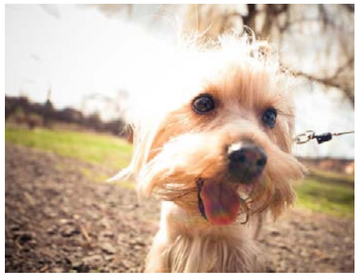
neighborhood events

NEIGHBOR-HOOD & SUSTAIN-ABLE LIVING

Homes and spaces that support community.

The plan has been structured for neighbors can get to know one another and develop relationships. People-centric design creates neighborhoods with character, builds value, promotes security, and allows people to feel at home. Facilities like the Hub, Village Center, Commons and Early Childhood Development Center provide settings for community interface and form the organizing elements of the community.

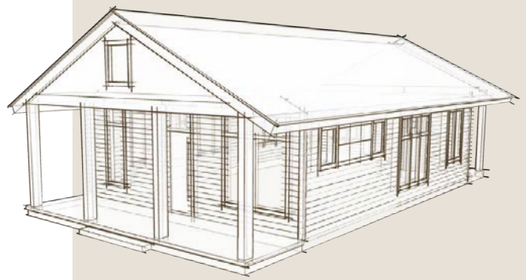
It's what you make of it

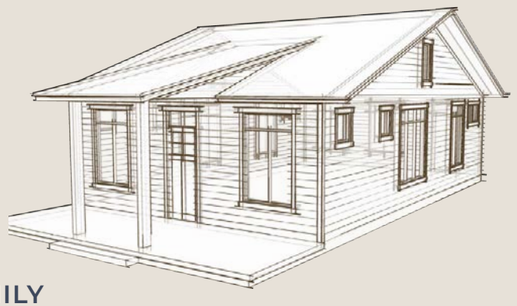


multi-generational. multi-cultural. multi-use.

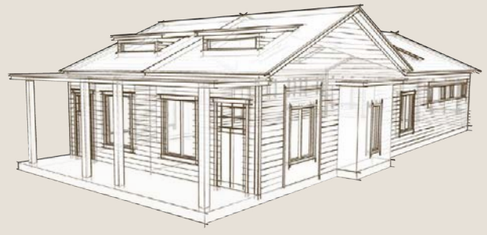
NORTH VILLAGE

The North Village is planned as a single family residential area with individual homes, accessory dwelling units and paired homes. Within close proximity of the Hub and Village Center, the homes are accessed from a street and alley system designed to minimize intrusions of the automobile and maximize pedestrian connectivity.

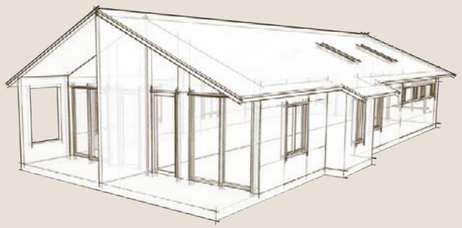




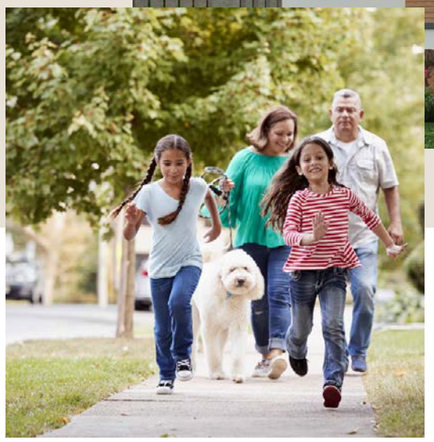
SINGLE FAMILY



DUPLEX



sense of community



front porch life-style

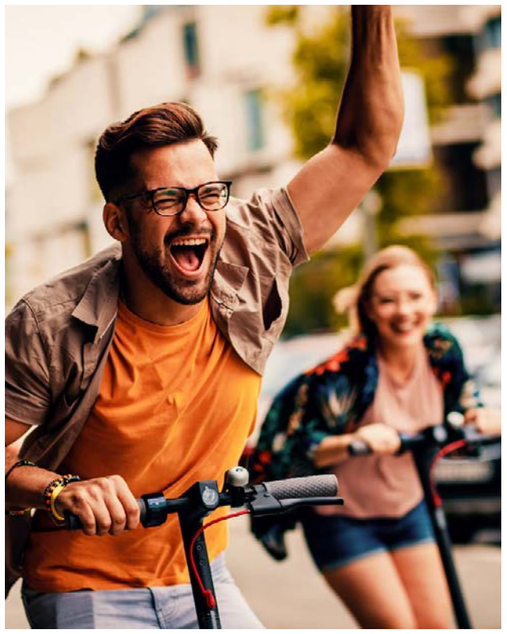
HEALTH & WELLNESS

Play is a part of the plan and is important for all generations.

The plan allows residents to never be more than a few blocks away from the Village Center, general store, Early Child Development Center, Commons, a trail, or rural vista to the mountains and their restorative nature.

Take it outside.

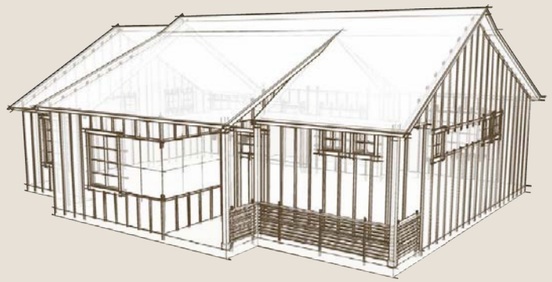
Discover living with less of a footprint, a focus on lifestyle, and a healthier way.



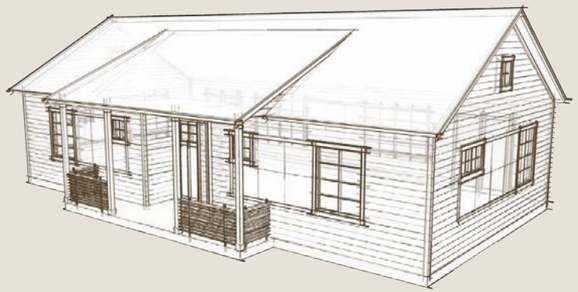
COMMONS

The Commons links the Hub with the Village. The ‘green’ provides a space for gathering and organized and informal recreation. It is located for every day access between the North and Middle neighborhoods and adjoining the Village Center.

spaces for community events and entertainment



SINGLE COTTAGE



PAIRED COTTAGE

sustainable energy—solar array

plenty of green space

SOMERSET VILLAGE

village living at Somerset

SOMERSET VILLAGE ANNEXATION

SITUATED IN THE SW 1/4 OF SECTION 17 AND THE SE 1/4 OF SECTION 18, T.2N., R.69W. OF THE 6TH P.M.
COUNTY OF BOULDER, STATE OF COLORADO
SHEET 1 OF 1

ANNEXATION DATA

	CORPORATE LIMITS
1,764,998 SQ.FT. 40.5188 ACRES	ANNEXATION AREA
5408.61 FEET	TOTAL BOUNDARY PERIMETER
901.44 FEET	1/6TH PERIMETER
2622.34 FEET	BOUNDARY CONTIGUOUS WITH CITY OF LONGMONT

LEGEND

	ANNEXATION BOUNDARY LINE
	EXISTING LOT LINES
	SECTION LINE
	EXISTING EASEMENT LINE
R.O.W.	RIGHT-OF-WAY
L.S. NO.	LAND SURVEYOR NUMBER
BK. PG.	BOOK AND PAGE
REC. NO.	RECEPTION NUMBER
	ALIQUOT CORNER
•	FOUND MONUMENT AS DESCRIBED

PARCEL LEGAL DESCRIPTION:

LOTS 1 THROUGH 2 AND OUTLOT "A", KANEMOTO ESTATES SUBDIVISION TOGETHER WITH A PORTION OF THE AIRPORT ROAD PUBLIC RIGHT-OF-WAY, SITUATED IN THE SW 1/4 OF SECTION 17 AND THE SE 1/4 OF SECTION 18, T.2N., R.69W. OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT "A", KANEMOTO ESTATES SUBDIVISION SAID POINT ALSO BEING THE SOUTHWEST 1/16 CORNER OF SECTION 17, T.2N., R.69W. OF THE 6TH P.M.;
THENCE S00°01'55"W ALONG THE EAST LINE OF SAID OUTLOT "A" AND THE EAST LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 17, A DISTANCE OF 1311.91 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT "A" AND THE WEST 1/16 CORNER OF SECTIONS 17 AND 20;
THENCE S89°46'25"W ALONG THE SOUTH LINE OF SAID OUTLOT "A" AND THE SOUTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 17, A DISTANCE OF 1330.87 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 17;
THENCE S88°31'10"W A DISTANCE OF 60.02 FEET TO THE SOUTHEAST CORNER OF LOT 6, BLOCK 4, SUMMERLIN SUBDIVISION REPLAT "A" AS RECORDED IN THE BOULDER COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT BEING ON THE WEST R.O.W. LINE OF AIRPORT ROAD (NORTH 87TH STREET);
THENCE N00°03'03"E ALONG THE SAID WEST R.O.W. LINE, A DISTANCE OF 791.54 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 4, SUMMERLIN SUBDIVISION REPLAT "A";
THENCE N88°31'20"E A DISTANCE OF 120.04 FEET TO A POINT ON THE EAST R.O.W. LINE OF AIRPORT ROAD (NORTH 87TH STREET);
THENCE N00°03'03"E ALONG SAID EAST R.O.W. LINE, A DISTANCE OF 523.81 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "A"
THENCE N89°59'15"E ALONG THE NORTH LINE OF SAID OUTLOT "A" AND THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 17, A DISTANCE OF 1270.42 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS (1,764,998 SQUARE FEET) 40.5188 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION:

I, CHARLES N. BECKSTROM, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT ACCURATELY REPRESENTS THE PROPERTY PROPOSED FOR ANNEXATION, AND THAT AT LEAST ONE SIXTH (1/6) OF THE PROPERTY IS CONTIGUOUS TO THE PRESENT BOUNDARIES OF THE CITY OF LONGMONT.

DATE OF FIELD WORK: FEBRUARY 12, 2020

CHARLES N. BECKSTROM
PROFESSIONAL L.S. NO. 33202
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY

COLORADO REGISTERED CHARLES N. BECKSTROM 33202 PROFESSIONAL LAND SURVEYOR
FOR REVIEW ONLY

GENERAL NOTES:

1. THIS ANNEXATION WAS BASED ON TITLE COMMITMENT NUMBER 27408CEW WITH AN EFFECTIVE DATE OF JANUARY 17, 2019 AT 8:00 A.M., TITLE COMMITMENT NUMBER 30134CET WITH AN EFFECTIVE DATE OF APRIL 24, 2019 AT 8:00 A.M. AND TITLE COMMITMENT NUMBER 27409CEW WITH AN EFFECTIVE DATE OF JANUARY 17, 2019 AT 8:00 A.M. PREPARED BY COLORADO ESCROW AND TITLE SERVICES, LLS AS AGENT FOR WESTCOR LAND TITLE INSURANCE COMPANY, AND DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
2. BEARINGS ARE BASED ON THE EAST LINE OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARING S00°01'55"W BOUNDED BY THE MONUMENTS SHOWN HEREON.
3. BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY IS SITUATED IN FLOOD ZONE "X" AND ZONE "X SHADED" ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08013C0269J WITH AN EFFECTIVE DATE OF DECEMBER 18, 2012. NO OFFICE CALCULATIONS OR FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS INFORMATION. THE FLOOD PLAIN LINE SHOWN HEREON WAS SCALED FROM SAID FEMA MAP AND IS CONSIDERED APPROXIMATE.
4. THE PURPOSE OF THIS MAP IS TO GRAPHICALLY PORTRAY THE RELATIONSHIP OF THE LAND PROPOSED FOR ANNEXATION TO THE CURRENT CITY OF LONGMONT LIMITS.
5. THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR
6. ALL PARCELS SHOWN HEREON ARE CONTIGUOUS AND CONTAIN NO GORES, GAPS OR OVERLAPS ALONG THEIR COMMON BOUNDARIES.
7. DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

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.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

MAYOR'S CERTIFICATE:

THIS IS TO VERIFY THAT AN ANNEXATION OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY THE CITY OF LONGMONT AND THAT UPON RECORDATION OF THE ORDINANCE APPROVING THE ANNEXATION AND THE ANNEXATION MAP, THE PROPERTY WILL BE INCORPORATED WITHIN THE CITY LIMITS OF LONGMONT, COLORADO.

______________________ MAYOR ______________________ ATTEST

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

I CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT __________O'CLOCK __M. THIS _______ DAY OF _________________, 20________, AND IS RECORDED IN PLAN FILE ____________________, RECEPTION NO. ____________________.

______________________ DEPUTY ______________________ RECORDER

ESC ENGINEERING SERVICE COMPANY
Creative Solutions Since 1954
engineeringserviceco.com
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393
F 303.337.7481
T/F 1.877.273.0659

Survey No.:	20-033-A
Project No.:	1446.1
Date:	02/21/2020
Field Book No.:	-
Revised:	

MINUTES
City Council Regular Session
April 13, 2021
Via Remote Meeting Connection

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1. MEETING CALLED TO ORDER

The April 13, 2021, Regular Session of the Longmont City Council was called to order at 7:00 p.m. by Mayor Brian Bagley via remote meeting connection.

Meetings are being held remotely due to the ongoing novel coronavirus pandemic.

Watch the Livestream any of these ways:

- *Click 'PLAY' on the video link within the interactive agenda on the City's Agenda Management Portal at* ***https://www.longmontcolorado.gov/online-services/agendas-and-minutes/agenda-management-portal***
- *City's YouTube channel at https://Bit.Ly/Longmontyoutubelive*
- *Via the Longmont Public Media website at https://LongmontPublicMedia.Org/Watch/*
- *Comcast Channels 8 or 880*

2. ROLL CALL - PLEDGE OF ALLEGIANCE

Dawn Quintana, City Clerk, called the roll. Those present were Mayor Bagley and Council Members Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, and Tim Waters.

3. CHAIR REMINDER TO THE PUBLIC

Mayor Bagley reviewed the procedures for Public Invited to be Heard and Public Hearings.

Anyone wishing to provide Public Comment must watch the Livestream of the meeting and call-in only when the Chairperson opens the meeting for public comment. Callers are not able to access the meeting at any other time.

INSTRUCTIONS FOR CALLING IN TO PROVIDE PUBLIC COMMENT:

The toll-free call-in number is: 888 788 0099.
Watch the livestream (instructions above) and write down the Meeting ID when it is displayed at the beginning of the meeting.
WAIT for the Chairperson to invite callers to call-in and then dial the toll-free number, enter the Meeting ID, and, when asked for your Participant ID, press #.
Mute the livestream and listen for instructions on the phone.
Callers will hear confirmation they have entered the meeting, will be told how many others are already participating in the meeting and will be placed in a virtual waiting room until admitted into the meeting.
Callers will be called upon by the last three (3) digits of their phone number and allowed to unmute to provide their comments.
Comments are limited to three minutes per person and each speaker will be asked to state their name and address for the record prior to proceeding with their comments.
Once done speaking, callers should hang up.

4. APPROVAL OF MINUTES

A. March 30, 2021 – Regular Session Minutes

MOTION
Polly Christensen moved, seconded by Susie Hidalgo-Fahring, to approve the March 30, 2021 – Regular Session Minutes as presented

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

5. AGENDA REVISIONS, AND SUBMISSION OF DOCUMENTS, AND MOTIONS TO DIRECT THE CITY MANAGER TO ADD AGENDA ITEMS TO FUTURE AGENDAS

There were no agenda revisions or motions to direct staff to add future agenda items.

6. CITY MANAGER'S REPORT

A. Update on COVID-19

Harold Dominguez, City Manager, asked Eugene Mei, City Attorney, to explain the forthcoming changes in the rules and orders as follows:

- State Dial goes away on Friday and will not be replaced
- Large indoor events will still have restrictions, yet to be announced

- Masking order indoors is still in effect at state level through May 2nd
- Boulder County Board of Public Health adopted the state Dial framework which is effective April 16 with two phases:
  - On April 16 the county will go down one level to 'Blue' through May 16 with capacity restrictions from the state dial in effect
  - Large outdoor events greater than 500 people will have to submit plans to Boulder County Public Health
  - From May 16 to August 16, go to level 'Clear' with no restrictions and a snapback provision that could change if hospitalization admissions change

Eugene also explained that due to state and local orders, people need to be 25 feet apart in order to be in at in-person meetings without a mask and recommended waiting until Level 'Clear' to consider returning to in-person meetings.

Mayor Pro Tem Rodriguez inquired if Executive Sessions might be held in-person since they are not public meetings and Eugene responded that he would look into that further.

Council discussed the changing orders and Harold clarified that after May 16 things should clarify further due to the increase in vaccinations but noted it did not make sense to make changes until after that.

7. SPECIAL REPORTS AND PRESENTATIONS

There were no Special Reports or Presentations.

8. FIRST CALL - PUBLIC INVITED TO BE HEARD

Elizabeth Topping, 4007 Florentine Drive, spoke in favor of inclusionary housing amendments but called for attention to the critical need for residents of mobile homes, suggested the City leverage research done by Boulder and state protections in order to sustain the viability of living in mobile home parks.

Annemarie Jensen spoke on behalf of the East County Housing Opportunity Coalition, and shared general support for the inclusionary housing ordinance revisions but suggested that 10 years is a better limit to implement for when a developer converts a for rent unit to a for sale unit.

9. CONSENT AGENDA AND INTRODUCTION AND READING BY TITLE OF FIRST READING ORDINANCES

Dawn Quintana, City Clerk, read the titles of the ordinances into the record and reviewed

all of the items on the Consent Agenda.

A. O-2021-22, A Bill For An Ordinance Amending Chapter 3 Of The Longmont Municipal Code On Personnel Rules

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

B. O-2021-23, A Bill For An Ordinance Amending Chapter 14.04 Of The Longmont Municipal Code On Meter And Water Line Maintenance For Arterial Right-Of-Way

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

C. O-2021-24, A Bill For An Ordinance Authorizing The City Of Longmont To Lease The Real Property Known As Vance Brand Municipal Airport Hangar Parcel H-50 (The Premises) To Gail Schipper (Tenant)

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

D. O-2021-25, A Bill for an Ordinance Approving the First Amendment to the Vance Brand Municipal Airport Parcel H14-B Lease

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

E. O-2021-26, A Bill for an Ordinance Approving the First Amendment to the Vance Brand Municipal Airport Hangar Parcel NH-T2 Lease

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None
Carried: 7 – 0

F. R-2021-33, A Resolution Of The Longmont City Council Approving The Intergovernmental Agreement Between The City And Boulder County Public Health For Its Genesis Project

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

G. R-2021-34, A Resolution Of The Longmont City Council Approving An Amendment To The Intergovernmental Agreement Between The City And Boulder County Housing And Human Services For Parent Education Services

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

H. **R-2021-35,** A Resolution Of The Longmont City Council Approving A Fifth Amendment To The Intergovernmental Agreement Between The City And Boulder County For Repair And Remediation From Flooding

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None
Carried: 7 – 0

I. **R-2021-36,** A Resolution Of The Longmont City Council Approving An Amendment To The Intergovernmental Agreement Between Boulder County And The City Of Longmont For The Environmental Sustainability Matching Grant Program For Sustainability Projects In 2021

Council Member Peck asked if there were a list of projects related to this grant program.

Lisa Knoblauch, Sustainability Program Manager, responded that report would be coming to Council in the near future.

MOTION
Joan Peck moved, seconded by Polly Christensen, to pass and adopt A Resolution Of The Longmont City Council Approving An Amendment To The Intergovernmental Agreement Between Boulder County And The City Of Longmont For The Environmental Sustainability Matching Grant Program For Sustainability Projects In 2021

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters

Dissented: None
Abstained: None

Carried: 7 – 0

J. **R-2021-37,** A Resolution Of The Longmont City Council Approving The Intergovernmental Agreement Between The City And Victim Assistance And Law Enforcement Board Of The 20th Judicial District For 2021 Grant Funding For Victim Services

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None
Carried: 7 – 0

K. **R-2021-38,** A Resolution Of The Longmont City Council In Support Of Immigrant Families Of The City Of Longmont To Access Occupational Licenses Through SB21-077 And Benefits Through SB21-199

MOTION
Joan Peck moved, seconded by Susie Hidalgo-Fahring, to approve the consent agenda except items I, L

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

L. Approve A Letter To The Attorney General Regarding Allegations That Managers In The Colorado Air Pollution Control Division Ordered Their Staff To Falsify Data And Strongly Urging An Immediate And Thorough Investigation Into These Allegations

MOTION
Brian Bagley moved, seconded by Tim Waters, to Approve A Letter To The Attorney General Regarding Allegations That Managers In The Colorado Air Pollution Control Division Ordered Their Staff To Falsify Data And Strongly Urging An Immediate And Thorough Investigation Into These Allegations

Approved: Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: Brian Bagley
Abstained: None

Carried: 6 – 1

10. ORDINANCES ON SECOND READING AND PUBLIC HEARINGS ON ANY MATTER

Mayor Bagley paused the meeting to allow callers wishing to speak on the second reading and public hearing items time to call in.

No callers joined to speak on any of the public hearing items.

A. O-2021-18, A Bill For An Ordinance Amending Chapter 15.05, Sections 15.05.220 And 15.10.020 Of The Longmont Municipal Code On Inclusionary Housing

Mayor Bagley read the title of the ordinance into the record. There was no formal staff presentation on this item.

Mayor Bagley opened a public hearing on this item. There being no one present to address Council on this issue, the public hearing was closed.

MOTION
Tim Waters moved, seconded by Marcia Martin, to pass and adopt A Bill For An Ordinance Amending Chapter 15.05, Sections 15.05.220 And 15.10.020 Of The Longmont Municipal Code On Inclusionary Housing

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

B. O-2021-19, A Bill For An Ordinance Amending Chapter 4.79 Of The Longmont Municipal Code On Fee Reduction Or Subsidy

Mayor Bagley read the title of the ordinance into the record.

Kathy Fedler, HCI Manager, shared that staff caught a couple changes that are clean up items and she explained that forms would come from the City and not planning, and that the title for the planning director had been corrected throughout.

Mayor Bagley opened a public hearing on this item. There being no one present

to address Council on this issue, the public hearing was closed.

MOTION
Brian Bagley moved, seconded by Aren Rodriguez, to amend A Bill For An Ordinance Amending Chapter 4.79 Of The Longmont Municipal Code On Fee Reduction Or Subsidy as explained by Kathy Fedler

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None
Carried: 7 – 0

MOTION
Brian Bagley moved, seconded by Tim Waters, to pass and adopt A Bill For An Ordinance Amending Chapter 4.79 Of The Longmont Municipal Code On Fee Reduction Or Subsidy as amended

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

C. O-2021-20, A Bill For An Ordinance Approving The Lease Agreement Between The City Of Longmont, Colorado And The Oligarchy Irrigation Company

Mayor Bagley read the title of the ordinance into the record. There was no formal staff presentation on this item.

Mayor Bagley opened a public hearing on this item. There being no one present to address Council on this issue, the public hearing was closed.

MOTION
Joan Peck moved, seconded by Brian Bagley, to pass and adopt A Bill For An Ordinance Approving The Lease Agreement Between The City Of Longmont, Colorado And The Oligarchy Irrigation Company

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

D. O-2021-21, A Bill For An Ordinance Designating The Heil/Mellinger Silo At 2000 Ute Creek Drive As A Local Historic Landmark

Mayor Bagley read the title of the ordinance into the record. There was no formal staff presentation on this item.

Mayor Bagley opened a public hearing on this item. There being no one present to address Council on this issue, the public hearing was closed.

MOTION
Tim Waters moved, seconded by Susie Hidalgo-Fahring, to pass and adopt A Bill For An Ordinance Designating The Heil/Mellinger Silo At 2000 Ute Creek Drive As A Local Historic Landmark

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

11. ITEMS REMOVED FROM CONSENT AGENDA

The discussion and action on each item removed from the Consent Agenda is reflected under the item itself.

12. GENERAL BUSINESS

A. Annexation Referral: 10161 Ute Hwy – A Request for City Council to Refer the 10161 Ute Hwy Annexation (CDF Property) into the Annexation Review Process

Erin Fosdick, Principal Planner, offered to provide a presentation and also noted that the applicant was present if Council had questions for them.

Council Member Waters stated that when the annexation comes back to Council, he would like information included regarding how this annexation would help accomplish the housing objectives of Council as well as an analysis of the future economic impact of annexing property on the edge of the city.

Erin described that the property is north of Highway 66 in a mixed use area and is planned for eventual annexation, and noted that the applicant concept plan is more general at this phase of the process.

Council discussed the type of housing anticipated in this development, the number of times this property has not been able to make it through the process, and costly drainage issues on the property.

MOTION
Brian Bagley moved, seconded by Aren Rodriguez, to approve Annexation Referral: 10161 Ute Hwy – A Request for City Council to Refer the 10161 Ute Hwy Annexation (CDF Property) into the Annexation Review Process

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

B. Annexation Referral: Somerset Village - Kanemoto Estates – A Request for City Council to Refer the Somerset Village - Kanemoto Estates property into the Annexation Review Process

Erin Fosdick, Principal Planner, was present to answer questions about this annexation.

Council Member Christensen explained that she would not support this annexation because the land is being farmed, is open space land and has a conservation easement on it.

Council Member Waters explained his position of support noting that because the developer would have to buy out of the conservation easement, he would support it.

MOTION
Brian Bagley moved, seconded by Tim Waters, to approve the Annexation Referral: Somerset Village - Kanemoto Estates – A Request for City Council to Refer the Somerset Village - Kanemoto Estates property into the Annexation Review Process

Approved: Brian Bagley, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: Polly Christensen
Abstained: None

Carried: 6 – 1

C. Appeal of Planning & Zoning Commission Decision Regarding Southmoor Retail Plaza Conditional Use Site Plan and Variances from Landscaping and Building Design Standards

Mayor Bagley clarified that his preference would be to not do the rebuttals if

they are not needed.

Ava Pecherzewski, Principal Planner, provided an overview of the appeal process and background information about the appeal of a Planning and Zoning Commission decision that was made earlier this year and she explained that the Commission had approved the conditional use site plan for a 15,000 square foot commercial building with but denied the two variances because the commission opined that the hardships the applicant identified were self-created hardships. Ava reviewed the site, the proposal, and noted that the proposed drive thru coffee shop is what required a conditional use.

Mayor Bagley asked what the variances were that were not approved.

Ava explained that the application met all requirements except for the building design standards for the south side facing Grand Avenue and the landscaping in terms of the number of trees required as buffers. With regard to the number of trees, she noted that the applicant was not able to include ten trees as required due to the utility easement so instead they proposed six in front, two in back and they tripled the shrubbery to make up for the deficiency. She stated that the Planning and Zoning Commission had approved the Conditional Use Site Plan with two conditions: that the applicant add awnings over exit doors to south side facade; and that the applicant complete all outstanding redlines from the Development Review Committee for the site plan review.

Ava mentioned that the following people were in attendance regarding this item: Tom Davis, PWN Architects; Scott Ohm, Landscaping by Design; Dana Busa, Tebo Properties; and Chris Huffer, Engineering Administrator for the City.

Council asked Ava why other developments like Harvest Junction did not have an upgraded facade on the back like is required on this project and Ava noted that the code requirements had changed since projects like Harvest Junction were approved.

Tom Davis, PWN Architects, briefly reviewed the applicant's request for Council to approve the recommendations of the Planning Staff made February 17 for conditional approval of the requested variances due to hardships for existing site conditions. He reviewed the challenges with meeting the landscaping requirements due to utilities and noted power lines along Grand Avenue also prevent the planting of trees on the back side. He further pointed out that Longmont Planning staff believed that the applicant met the criteria for the first variance request and that the second request regarding the transparency requirement for the back side of the building they are unable to meet after they were asked to grant land to provide a through street and then held to a different standard because of that land grant. Tom noted that the project does

offer 19% transparency and that the applicant has tried to meet the intent of the requirements in a way that is consistent with the function of the building and has made adjustments to the materials to make the facade three-dimensional and added decorative metal canopies.

Mayor Bagley thanked staff and the applicant for their presentations and clarified that if Council approved Resolution B that would allow the applicant to go forward with the two variances.

Mayor Pro Tem Rodriguez disclosed that he is the liaison to the Planning and Zoning Commission and was, therefore, a party to the arguments and was in attendance for the discussion by the commission.

1. **R-2021-39-A,** A Resolution Of The Longmont City Council Upholding The Decision Of The Planning And Zoning Commission Approving The Southmoor Retail Plaza Conditional Use Site Plan And Denying The Variances From Landscaping Standards In Code Section 15.05.040 And Building Design Standards In Code Section 15.05.120

Council Member Peck moved Resolution A and explained her reasoning for doing so. Council Members then discussed the motion and asked if there were long-range plans to bury power lines along Grand Avenue and Chris Huffer, PWNR Engineering, responded that based on comments from the plans, the power lines along Grand Avenue are transmission lines and are costly to underground.

Council Member Martin suggested an option of reducing parking places in order to allow more room for trees and leaving the rear facade as agreed.

Ava explained that would be an option but it would not remove the variance because the landscape buffer has to be the first 10-15 feet along property line.

Council Member Waters noted that without information about what or why Planning and Zoning identified that the hardships were self-imposed, he was inclined to support the staff recommendation.

Mayor Pro Tem Rodriguez reminded Council of the three criteria as outlined in Code Section 15.02.040.K.9.b that allow the applicant to appeal a ruling of the Planning and Zoning Commission and noted the appealing party was only asking for two of the three.

Eugene Mei, City Attorney, reviewed the permissible grounds for an appeal: 1. the decision is not supported by any competent evidence in the record; 2. the decision is plainly inconsistent with the review criteria, as shown by clear and convincing evidence; or 3. the decision maker exceeded its authority or

jurisdiction as contained in the Municipal Code or Charter.

Mayor Pro Tem commented that based on that criteria, the case is clear for upholding the decision made by the Planning and Zoning Commission even though he did not agree with what they decided as he found the landscaping variance reasonable.

Mayor Bagley opened the Public Hearing and closed it as there were no callers for this item.

Dana Busa, Tebo Properties, provided additional comments about the project and the efforts made to meet the criteria.

Council further debated the criteria and the appropriate action to take based on that criteria, and asked Ava to clarify staff's recommendation.

Ava Pecherzewski said that staff made the recommendation for approval and felt the review criteria were met.

MOTION
Joan Peck moved, seconded by Polly Christensen, to pass and adopt A Resolution Of The Longmont City Council Upholding The Decision Of The Planning And Zoning Commission Approving The Southmoor Retail Plaza Conditional Use Site Plan And Denying The Variances From Landscaping Standards In Code Section 15.05.040 And Building Design Standards In Code Section 15.05.120

Approved: Polly Christensen, Susie Hidalgo-Fahring, Joan Peck, Aren Rodriguez
Dissented: Brian Bagley, Marcia Martin, Tim Waters
Abstained: None

Carried: 4 – 3

2. **R-2021-39-B,** A Resolution Of The Longmont City Council Reversing The Decision Of The Planning And Zoning Commission And Approving The Southmoor Retail Plaza Conditional Use Site Plan And Variances From Landscaping Standards In Code Section 15.05.040 And From Building Design Standards In Code Section 15.05.120

No action was taken on Resolution R-2021-39-B because Resolution R-2021-39-A is the resolution Council took action on.

D. 2021 Legislative Bills Recommended For City Council Position

Sandra Seader, Assistant City Manager, reviewed the three bills presented for

Council position as follows: HB21-1233, concerning modifications to the requirements for claiming an income tax credit for the donation of a perpetual conservation easement and staff recommends City
Council support SB21-1233; HB21-1238, concerning the modernization of gas energy efficiency programs and staff recommends City
Council support SB21-1238; and HB21-1253, concerning a general fund transfer to the local government severance tax fund to fund grants to local governments for renewable and clean energy infrastructure projects and staff recommends City Council support SB21-1253.

MOTION
Marcia Martin moved, seconded by Joan Peck, to support HB21-1233, concerning modifications to the requirements for claiming an income tax credit for the donation of a perpetual conservation easement

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

MOTION
Susie Hidalgo-Fahring moved, seconded by Joan Peck, to support HB21-1238, concerning the modernization of gas energy efficiency programs

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

MOTION
Marcia Martin moved, seconded by Brian Bagley, to support HB21-1253, concerning a general fund transfer to the local government severance tax fund to fund grants to local governments for renewable and clean energy infrastructure projects

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

13. FINAL CALL - PUBLIC INVITED TO BE HEARD

There were no callers for Final Call.

14. MAYOR AND COUNCIL COMMENTS

Council Member Peck encouraged those who are afraid to get the COVID vaccine to do so and shared how it helped her son resolve lingering effects of COVID that he was experiencing.

Mayor Bagley interjected that he would receive his first vaccine on Monday.

Council Member Martin commented that when Council interviews candidates for the Planning and Zoning Commission they are asked if they would apply the code exactly as written and shared that may need to be fixed to be more consistent with the staff's eager promotion of new codes that were intended to be more flexible.

15. CITY MANAGER REMARKS

The City Manager had no additional items to bring before City Council.

16. CITY ATTORNEY REMARKS

The City Attorney had no additional items to bring before City Council.

17. ADJOURN

2021 Available Council Contingency: $123,701
Carryover Contingency from 2020: $102,052*
*(will be carried over after 2020 fiscal year close-out)

MOTION
Marcia Martin moved, seconded by Tim Waters, to adjourn the meeting at 9:49 p.m.

Approved: Brian Bagley, Polly Christensen, Susie Hidalgo-Fahring, Marcia Martin, Joan Peck, Aren Rodriguez, Tim Waters
Dissented: None
Abstained: None

Carried: 7 – 0

CITY OF LONGMONT, COLORADO

_____
Mayor

ATTEST:

_____

City Clerk

From: Wendell Pickett
To: Hippely, Hannah
Cc: Jack Bestall
Subject: [EXTERNAL] Support ofr Removal of Easement - Kanemoto Estates
Date: Sunday, August 6, 2023 4:59:14 PM
Attachments: image001.png

Dear County Commissioners,

I live in Longmont at 3813 Florentine Circle just down the street from the is site. I have previously written to you and appeared via zoom in the previous hearing supporting this project. I have revied the conceptual plans proposed on the site and given consideration to the proposal put before you to remove the restrictive easement and allow the property to be annexed into Longmont, thus Longmont would have full control over its development as is anticipated in the intergovernmental agreements. This projects concept is needed in Longmont and the larger Boulder County area as it will not be restricted to only those currently living in Longmont. The project provides a material number of units and a diversity of housing types, style and price ranges working to fill a current void in the market.

As an individual who has spent the last 15+ years involved in Longmont Housing issues by serving on the Longmont Housing Force Task Force, serving on the Board then as Chair of the Longmont Housing Authority, taken on the roll for the LHA as the developer for the Fall River Project, and working with Prosper Longmont advocating for Workforce and Attainable Housing policies I feel I understand the basis of Longmont's housing needs and how this project would fit into the community. I also believe that this site is unique as it is large enough to make an impactful neighborhood in one of the wealthiest neighborhood area in Longmont, providing additional housing diversity, and balance.

I believe that the exchange of the release of the easement in exchange for the $2.3M to be used for the purchase of additional open space is a greater benefit then keeping this easement in place which benefits few at best.

Thank you for considering my opinion.

Respectfully,

Wendell Gene Pickett, CCIM
645 Tenacity Drive, Unit C
Longmont, CO 80504
303.589.7860

FRONTIER
COMPANIES
EST.1960

From: Adrianne Tracy
To: Boulder County Board of Commissioners
Subject: [EXTERNAL] Conservations Easements
Date: Sunday, July 16, 2023 3:10:20 PM

Dear Commissioner Levy,

It has been several years since we served together on the Board of Directors for Boulder Ballet, but I wanted to reach out and commend you on taking your time on the Kanemoto Conservation Easement. I am a Boulder County resident residing in Unincorporated Boulder County on what is now the southwestern edge of the City of Longmont. In 2012, Boulder County terminated a 27+ acre conservation easement adjacent to our property and the new subdivision, NorthStar, is nearing completion of the horizontal phase of the development.

As you can imagine, the past two years have been extremely emotional for my family and fellow rural neighbors as we adjust to this new urban onslaught of traffic, light pollution, and noise. The municipality has not been discreet in their desire to acquire a portion of our property so as to continue their street design, and we believe their aggressive design tactics to be driven by an attempt to force us into submission. Today, our home is an island surrounded by the City of Longmont. The development plan resulted in a city street dead ending at our property line which forced us to move our fence line in order to keep the public off private property. In addition, the development installed a 20 foot sidewalk along the southern edge of the subdivision which ends at the City/ Boulder County property line and intersects with the only ingress and egress to our home. Subsequently, the design now leads hundreds of city residents to Plateau Road; a County owned rural dirt road, lacking sidewalks. It was not designed to handle the density flooding into it. The right away to our house is now a trailhead by default which has created a great deal of safety risks when we use the right away to access our home.

Through all of these changes, we have attempted to provide solutions; meeting with both the heads of engineering for the City of Longmont and Boulder County. Unfortunately, the majority of solutions require action by the City of Longmont and they have been unwilling to make simple changes such as fencing in the subdivision to prevent city pedestrians from flowing into our right away and onto rural dirt roads. While the impact to us has been significant, nothing has been sadder to watch than the destruction of the wildlife habitat. A vibrant and active prairie dog village was wiped out overnight through extermination. We watched the excavators chase a family of foxes from their den. The coyotes are gone. The owls have left. (We had to put our horse down after a city resident allowed his unleashed dog run our fence line, spooking our horse and causing him to suffer a life ending hoof injury.)

All the conservation values that were promised by the developer have not come to fruition. The four acre conservation easement around our property which delineates the City from the County, has not been developed as promised by the developer in the Deed of Conservation Easement. This easement that was supposed to maintain rural feel yet it is now a concrete drain pan encircling out home. The City and Developer have conveniently picked and chosen the pieces of the document that most benefit them and ignored all the rest.

I share what is just a small portion of our experience because I don't think that Boulder County did enough to ensure that the developer would follow through on his promises in 2012. At the end of the day, both the City and the developer are going to do what feasibility and marketing

studies tell them will generate the most revenue. I would encourage you to take your time and make sure that the County's intentions for the property are clear, properly documented and enforceable. Please make sure that the proposed design is not going to put an unfair burden on any residents remaining in the County and living adjacent to the development. We found that the power of the City and the greed of the developer will mute their voices.

I'd welcome the opportunity to walk you through our property and share our experience if you are interested in hearing more. Praying the best decision is made for all involved. Thank you for serving Boulder County.

With Gratitude,

Adrianne Tracy
Boulder County Resident

From: Stolzmann, Ashley
To: Rocky Mtn Theatre For Kids
Cc: Hippely, Hannah; Springett, Natalie
Subject: RE: [EXTERNAL] Kanemoto Estates Conservation Easement
Date: Tuesday, August 8, 2023 3:11:43 PM

Thank you so much for taking the time to provide us this feedback. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

From: Rocky Mtn Theatre For Kids <info@theaterforkids.net>
Sent: Tuesday, August 8, 2023 3:05 PM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] Kanemoto Estates Conservation Easement

Dear Commissioner Stolzmann,

This email is to add my voice to those opposing the development of the land currently protected by the Kanemoto Estates Conservation Easement. Boulder County needs more protected land, not less.

Thank You,

Barry Freniere
Executive Director
Actors Academy for The Performing Arts
http://www.ActorsAcademyCO.com
Rocky Mountain Theatre for Kids
http://www.theaterforkids.net
(303) 245-8150
He/Him/His

From: Stolzmann, Ashley
To: Cheryl and Randy Winter
Cc: Hippely, Hannah; Springett, Natalie
Subject: RE: [EXTERNAL] Kanemoto Estates
Date: Monday, August 7, 2023 9:45:33 AM

Hi Cheryl,

Thank you for taking the time to write in. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

-----Original Message-----
From: Cheryl and Randy Winter <cherylrandyw@icloud.com>
Sent: Monday, August 7, 2023 9:19 AM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] Kanemoto Estates

I wanted to voice my opposition to having the agricultural easement taken away to make room for development on this land.

I grew up in boulder and am 72 years old. I do understand that development is part of what happens over years. There really does need to be thought about how quickly development is happening the the lose of " open space" be it agriculture or designated by design. What makes this entire area so wonderful is the feeling of it still having a rural character. Many of the developers that are coming in are just looking for profit to be made instead of thinking about the impact of yet one more piece of land being taken away never to be returned. This happens insidiously, piece by piece until " hey what happened to our wonderful area" Of course people rather new to the area have not seen the "destruction" of so much land being developed. Please, rethink the value of this land, not in dollars and cents, but what it adds to the peacefulness and quality of our natural open spaces that the farm lands add. Do we really want another Orange County CA here in our beautiful state that is already being scarred by over growth. Protect our land and country and cities from this uncontrolled growth.

Cheryl Winter
5140 Saint Vrain Road
Longmont, CO 80503

From: Stolzmann, Ashley
To: Cordelia Zars
Cc: Hippely, Hannah; Springett, Natalie
Subject: RE: [EXTERNAL] Please uphold Kanemoto Estates Conservation Easement
Date: Tuesday, August 8, 2023 1:37:14 PM

Thank you so much for taking the time to provide us this feedback. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

From: Cordelia Zars <cordelia.zars@gmail.com>
Sent: Tuesday, August 8, 2023 12:51 PM
To: Commissioner Levy <commissioner.levy@bouldercounty.gov>; Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>; Commissioner Loachamin <commissioner.loachamin@bouldercounty.gov>
Subject: [EXTERNAL] Please uphold Kanemoto Estates Conservation Easement

Dear Claire, Ashley, and Marta,

I am writing again to express my strong OPPOSITION to the termination of the Kanemoto Estates Conservation Easement (CE). This is a beautiful and important section of open space that provides valuable habitat for osprey (we've seen them there), deer, and even elk. The neighborhood would be impacted significantly by air pollution, noise, and traffic during the construction period. The neighborhood is home to many children and young families whose health and ability to function would be damaged by this project. We are disappointed that Boulder County is even considering dissolving a conversation easement for the purpose of condominium construction; we value Boulder County expressly for their prioritization of open space. The decision to allow the termination of this easement raises significant concerns and has implications that extend beyond the specific property in question. I urge you to reconsider this decision and protect the integrity of our open spaces for current and future generations.

Thank you,
Cordelia

From: Stolzmann, Ashley
To: Danielle Sorrenti
Cc: Hippely, Hannah; Springett, Natalie
Subject: RE: [EXTERNAL] Kanemoto Estates
Date: Tuesday, August 8, 2023 3:07:15 PM

Thank you so much for taking the time to provide us this feedback. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

From: Danielle Sorrenti <ukfirehorse@gmail.com>
Sent: Tuesday, August 8, 2023 2:20 PM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] Kanemoto Estates

Dear Boulder County Commissioners,

I am greatly ***opposed*** to the termination of the Kanemoto Estates Conservation Easement.

There are too many new building developments in the general area and all over Denver. This is a peaceful place for wildlife and the people who live there.

Danielle Sorrenti
ukfirehorse@gmail.com
8155 E Fairmount Drive
Unit 1415
Denver
CO 80230

From: Stolzmann, Ashley
To: Doug Kiefer
Cc: Hippely, Hannah; Springett, Natalie
Subject: RE: [EXTERNAL] Kanemoto Estates Development
Date: Monday, August 7, 2023 10:43:01 AM

Thank you so much for taking the time to provide us this feedback. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

From: Doug Kiefer <eyedoug12@yahoo.com>
Sent: Monday, August 7, 2023 10:14 AM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] Kanemoto Estates Development

Dear Commissioner Stolzmann,

My name is Douglas Kiefer. I recently read in the Boulder newspaper about the change in status for the conservation easement for the prospective development in an area of development in Longmont.

I was distressed to hear that a parcel of land which was granted a conservation easement could be changed with a vote of the county commissioners. I apparently was mistaken in the idea that once a parcel of land was granted status as a conservation easement that it would be forever. I was further surprised that land that was designated as a "Nationally Significant Agricultural Land" could be considered for development. While I appreciate the need for housing on the Front Range; having myself being raised on a farm, I know first hand how these lands in their agricultural setting are vitally important to our society.

Please vote no on this development in Longmont. Please consider going forward the importance of keeping conservation easements as they were originally intended; as a undeveloped resource for future generations.

Sincerely,

Douglas Kiefer
665 Homestead ST
Lafayette, CO 80026

From: Stolzmann, Ashley
To: ripcard@pobox.com
Cc: Hippely, Hannah; Springett, Natalie
Subject: RE: [EXTERNAL] Kanemoto Estates
Date: Tuesday, August 8, 2023 12:14:46 PM

Thank you so much for taking the time to provide us this feedback. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

-----Original Message-----
From: ripcard@pobox.com <ripcard@pobox.com>
Sent: Tuesday, August 8, 2023 10:13 AM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Cc: Gail Sandford <ripcard@pobox.com>
Subject: [EXTERNAL] Kanemoto Estates

Ms. Stolzmann,

Please do NOT allow the termination of the Conservation Easement off Airport Rd and CO HWY 119! That unique piece of land has aesthetic, wildlife and open space value. A high density development will severely impact traffic flows.

Please ensure that my comments get into the hands of the BOCC before the August 15, 2023 hearing.

Gail Sandford
29 University Drive
Longmont, CO 80503

From:	IPG Boulder
To:	Commissioner Levy; Commissioner Loachamin; Commissioner Stolzmann
Cc:	Michael Schnatzmeyer; Hippely, Hannah; LU Land Use Planner
Subject:	[EXTERNAL] Sierra Clubs SUPPORT for lifting of the Kanemoto Estates Conservation Easement
Date:	Friday, August 4, 2023 4:23:56 PM

Dear Boulder County Commissioners:

This letter is presented on behalf of the Urban Sustainability Committee of the Sierra Club / Indian Peaks Group to express our wholehearted endorsement and support for the termination of the conservation easement on the Kanemoto Estates property. We believe that this decision aligns with the broader vision of creating a more sustainable and climate-smart community while taking into account regional and global considerations.

While the area in question is often referred to as "open space," it is essential to clarify that it currently holds a non-perpetual conservation easement, which can be vacated with Commissioner approval. While land and wildlife conservation remain central to the Sierra Club's environmental goals, it is crucial to recognize that the complexities of today's challenges require taking a more holistic and systemic approach to land development.

By lifting this easement, Longmont will have the opportunity to annex the parcel and develop a community that embodies the aspirational elements of a walkable, sustainable, and human-centric neighborhood. This vision aligns with the Sierra Club's national land use guidelines and embraces forward-thinking features, including energy conservation in support of Longmont's 2019 Climate Emergency Resolution and its “2035 Net-Zero” goal. The proposal provides for development of an exemplary livable and walkable mixed-use neighborhood along major transportation corridors, with diversified housing options, and increased density to minimize single-family sprawl and car dependency.

Furthermore, this development proposes amenities such as early childhood and community centers, a ride-share plaza, a bodega, extensive on-site open space and more. It aims to reduce vehicle dependency, enhance walkability, and promote accessibility to essential services near housing to reduce pollution and greenhouse gas emissions. Contrary to expressions of concern regarding increase in Hwy 119 traffic, development anywhere in Longmont would potentially generate such impact. In this case however, the location proxemic to the Diagonal will only serve to increase the economic and functional viability of generating car-free, walkable access to regional transit solutions along this corridor.,

As we advocate for this decision, we urge you to consider not only the statements of current constituents, - but also the interests of non-represented global wildlife and natural ecosystems, - and the well-being of our underrepresented youth and future generations. The decisions we make today will profoundly impact their lives and the health of our planet. By supporting this visionary development, we can leave a legacy of a more sustainable, walkable, and livable community for generations to come.

In conclusion, we firmly believe that the decision to lift the Kanemoto Estates Conservation Easement and clear the path to proceed with this visionary development should be entrusted to the City of Longmont. After due consideration of BOCO staff and commissioners on the above issues, ultimately, empowering local residents with final control is of paramount importance as it allows communities to have a direct say in shaping their own future and determining what aligns best with their unique needs and values.

Let us embrace this opportunity to exemplify climate-smart development and create a harmonious balance between environmental stewardship and responsible growth. Together, we can shape a brighter future for Longmont, Boulder County, and beyond.

Sincerely,

Indian Peaks Group of the Sierra Club

Please copy responses or questions to Mike Schnatzmeyer, Chair:
Urban Sustainability Committee of the

From: Stolzmann, Ashley
To: Jenny Eddy
Cc: Hippely, Hannah; Springett, Natalie
Subject: RE: [EXTERNAL] opposing the termination of the Kanemoto conservation easement
Date: Sunday, August 6, 2023 6:47:54 PM

Thank you Jenny. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

-----Original Message-----
From: Jenny Eddy <pupgoes2@gmail.com>
Sent: Saturday, August 5, 2023 7:52 PM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] opposing the termination of the Kanemoto conservation easement

Dear Ashley Stolzmannn,

I very much appreciate your work as a County Commissioner. It has to be a very difficult job.

It has come to my attention that together with many others, my last email in opposition to the termination of the Kanemoto easement did not make its way to your hands.

I am a resident of the Clover Creek neighborhood and want to let you know of my opposition to the termination of the conservation easement.
My husband and I moved here from Vermont 2.5 years ago knowing the lovely wildlife inhabited 40 acres with mountain view next to our neighborhood is protected from development by a conservation easement.

So this and many other reasons are why I am against the termination of the easement. The following are a few:

- Overwhelming traffic issues already in the area. The large number of vehicles from this planned development would certainly be a serious safety concern.
- Overuse of resources, particularly water.
- This development plan is terribly overcrowded and many of the promises made by the developer, for various reasons, cannot be brought to fruition.
- There are several areas that could be used for improvement and redevelopment for badly needed affordable housing in Longmont without terminating a carefully created conservation easement.
- I strongly believe that conservation easements are made in order to save precious green spaces in perpetuity. They are not meant to be bought and sold like commodities.

Please be considerate of these and others' concerns, and thank you for your attention.
- Jenny Eddy
1918 Clover Creek Drive
Longmont, CO 80503

Jenny Eddy
pupgoes2@gmail.com

August 5 2023

Dear Boulder County Commissioners:

I am Longmont resident of 22 years and CEO of High Plains Bank.

To put it bluntly, we are witnessing a hollowing of our community's middle. The middle I refer to is our middle-income households – also known as our teachers, nurses, first responders, young professionals, service works and trades people. In public policy parlance, moderate income households are those who earn between 60% and 80% of area median income (AMI). Those who earn less than 60% AMI are considered low income. According to the Colorado Housing and Finance Authority (CHFA), in Boulder County, moderate income is $55,800 to $74,400. Low-income households earn less than $55,800.

The City of Longmont and Boulder County are making concerted efforts to increase the supply of "affordable" housing for moderate- and low-income households – as they should. Developers are required to contribute to affordable housing through inclusionary housing minimums or cash-in-lieu – they give money to the government, which uses the funds for affordable housing projects. Banks are encouraged to invest in or loan to affordable housing projects to fulfill Community Reinvestment Act (CRA) requirements.

No such efforts are made for middle income households (80% to 120% of AMI or $74,400 to $111,600 in Boulder County). Keep in mind it often takes two moderate- to low-income earners to create a middle-income household. Yet, there are not income modifications made when two working adults who must pay for childcare to stay employed – the childcare can nearly wipe out a salary. There are few, if any, government programs to create middle-income housing – sometimes called "attainable" housing. Neighborhoods often fight developers who want to build attainable housing. Banks are expressly prohibited from investing in middle income housing projects – even though regulators recognize the need.

The result: Middle income families are pushed out of high housing cost communities like Longmont. How many people do you know who had to move to Weld County? This does not bode well for our future. Middle income earners are much more than a community's workforce. They are the source of energy that makes a community thrive.

With notable exceptions, neither the poor nor privileged participate in community life like the engaged middle. The poor, often, are seeking to achieve stability. The privileged, often, think in terms of philanthropy not participation – doing *for* rather than *with* others. The engaged middle are the volunteers in schools and foodbanks; they are active in chambers of commerce, non-profits and churches; they are the leaders who have the tenacity and grit to lean into public challenges.
Without the engaged middle being *part of* (rather than commuting to work in) the community, institutions lose touch with reality; service clubs and volunteer groups atrophy; those who do participate burn out. Eventually, the city becomes a place people live not an actual community.

We are fortunate in Longmont and Boulder County. The things we love are protected and/or will get better. We will always be just a few minutes away from beautiful mountain views, parks and trails. Smart people are developing solutions to annoyances like traffic congestion. Generations of Longmont leaders invested in infrastructure that positions us well for the future. The question is, will we allow middle income households to be part of our future. The answer is up to all of us who are already privileged to call Longmont and Boulder County home.

We need to set aside our fears of high-density housing. European communities have embraced this approach for generations and maintained their quality of life. We need to work with, not against, developers who seek to build attainable housing. It does not serve our community to sabotage well-vetted projects. We need to support the county to use agriculture easements as intended. These lands were always meant to be considered for housing that makes sense. We need to look beyond the next five to ten years of our own lives and consider Longmont's future. Seeking to preserve a moment in time is *not* sustainable.

Those of us here, when we were younger and less privileged, were welcomed to Longmont. Will we extend that grace to the next generation of middle-income households? Will we preserve an engaged middle? It's up to us.

Sincerely,

John Creighton
CEO High Plains Bank
328 Pratt Street
Longmont, CO 80501
303-682-0907
johncreighton@highplainsbank.com

From: Stolzmann, Ashley
To: Julien Romeo Motola
Cc: Hippely, Hannah; Springett, Natalie
Subject: RE: [EXTERNAL] Urgent: NO to Terminating the Kanemoto Estates Conservation Easement
Date: Tuesday, August 8, 2023 12:16:43 PM

Thank you so much for taking the time to provide us this feedback. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

From: Julien Romeo Motola <julienrmotola@gmail.com>
Sent: Monday, August 7, 2023 4:42 PM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] Urgent: NO to Terminating the Kanemoto Estates Conservation Easement

Dear Commissioner Stolzmann,

I am writing to express my strong opposition to the termination of the Kanemoto Estates Conservation Easement (CE), as it undermines the very essence of what makes Boulder County a nationally recognized leader in preserving parks, land, wildlife, and addressing climate challenges. The decision to terminate this easement raises significant concerns and poses a threat to the integrity of our open spaces, which are invaluable assets to our community and future generations.

Many of the emails of support (as found in the public staff packet) received are from organizations that would benefit from the development financially and constituents who live outside of Boulder County or are not within the area that would be effected. These supporters don't have anything to loose as it would not effect there day to day lives unlike those who live in the directly effected Clover Creek Neighborhood.

Additionally, I find it extremely alarming that all the opposition emails from the last hearing were sealed in a separated pdf that was not provided to you as a commissioner prior to the July 6th hearing and was not made available in the public data base as well. I have been told you have received the pdf now of over 75 opposition emails to terminating the easement. This is upsetting as it gives me the impression that Boulder County Staff are purposely withholding opposition public comments in hopes of swaying your decision to terminate the Kanemoto CE.

Furthermore, I love Boulder County because we have earned a well-deserved reputation for its commitment to creating and maintaining open spaces, parks, and natural areas. These spaces serve as vital havens for wildlife, provide opportunities for residents to connect with nature, and contribute to the overall well-being of our community. By allowing the termination of the Kanemoto CE, we risk diminishing the ecological diversity and disrupting the delicate balance of our natural habitats.

One of the alarming aspects of the termination is the developer's payment of $2.3 million for the right to develop on open space. This transaction sets a dangerous precedent, as it implies that our cherished open spaces can be bought and sold at the expense of our environment. It undermines the public's trust in the County's commitment to conserving our natural resources and leaves the door open for future developers to seek similar concessions. We must not allow the allure of financial gain to compromise the preservation of our parks and open spaces.

In addition to the financial implications, the termination of the Kanemoto CE disregards the legal positions and overwhelming evidence against it. The Boulder County Planning Commission's failure to address these concerns and their decision to proceed with the termination without comment raises questions about the transparency and accountability of the decision-making process. It is essential that the County upholds its responsibilities to enforce and protect conservation easements, as they play a pivotal role in safeguarding our precious natural heritage.

Furthermore, the Kanemoto Estates Conservation Easement is home to a diverse range of wildlife species, some of which are unique and endangered. The loss of this protected habitat would not only disrupt their natural patterns but also impact the delicate balance of our local ecosystem. It is our responsibility to ensure the preservation of these habitats for the well-being of the wildlife that rely on them and for the enjoyment and education of our community. By terminating the easement, we risk irreparable harm to the biodiversity that makes Boulder County so special. Specifically, I was walking on the greenbelt that backs up to Kanemoto Estates land and spotted an osprey bird. The osprey species is a federally protected species under the U.S. Migratory Bird Act. You can find the image attached at the bottom of this email.

The recent devastating Marshal Fire serves as a stark reminder of the urgent need to reassess our housing setback requirements and prioritize responsible development practices. As climate change continues to pose challenges, we must consider the potential risks and ensure that our communities are resilient and safe. By conserving open spaces, we provide a buffer against natural disasters, protect valuable water resources, and mitigate the effects of climate change. It is in the best interest of our community to preserve these spaces for the well-being of both current and future generations.

Lastly, I would like to emphasize the importance of maintaining the public's trust in the County's commitment to conservation. For forty years, residents and real estate brokers have relied on the understanding that the land abutting the conservation easement was protected. Even when calling recently Boulder County staff assured that this land was protected under a conservation easement, blatantly lying to locals. This understanding of conservationism has fostered a sense of community and an appreciation for our natural heritage. Deviating from this understanding erodes the trust and confidence of the community and compromises the reputation of Boulder County as a leader in land preservation.

In conclusion, I urge you to oppose the termination of the Kanemoto Estates Conservation Easement and uphold our commitment to preserving parks, land, wildlife, and addressing climate challenges. Our open spaces are not only a source of pride but also essential for the health and well-being of our community. Let us stand united in protecting and cherishing the natural beauty that sets Boulder County apart.

Attached you will find an image recently taken of an elk and osprey inhabiting Kanemoto Estates.

Tree where osprey was spotted on Kanemoto Estates

Sincerely,
Julien Motola
3515 Bluestem Ave
Longmont, CO 80503

From: Julien Motola
To: Boulder County Board of Commissioners; LU Land Use Planner
Subject: [EXTERNAL] URGENT: NO to Termination of Kanemoto Estates Conservation Easement (CE)
Date: Tuesday, August 1, 2023 12:34:34 AM

August 1, 2023

Dear Boulder County Commissioners,

I am writing to urgently oppose the termination of the Kanemoto Estates Conservation Easement (CE) due to the numerous legal violations it presents. Not only was my last email NOT included for the commissioners for the July 6th hearing but my opposition email wasn't even on the staff report from that hearing and neither were my colleagues. This gives me the impression the commissioners never received many of the opposition emails, which could present further legal challenges in the future as not all public comment was reviewed.

The decision to terminate this easement not only undermines the integrity of the Boulder County Land Use Code (BCLUC) and Boulder County Comprehensive Plan (BCCP) but also violates established state and national conservation laws.

First and foremost, as per the 2007 amendment to the Colorado Planning Act 30-28-106, the majority of the BCCP is now binding statute within the BCLUC. Any compromise of these sections constitutes a direct violation of the law.

The Boulder County Land Use Code (1-300) clearly states that the code must implement the goals and policies of the BCCP, with 152 references to the BCCP throughout the BCLUC emphasizing conservation and preservation of agricultural lands within compact Community Service Areas. Moreover, the Kanemoto CE, established in 1982 utilizing the NUPUD/CE designation, requires Boulder County to conserve and preserve the land indefinitely (pg AG 1.13) under the BCCP. Multiple references (pgs CG-3, AG-4, GE-10, OS-1, PPA-2, 2.03, 2.04) mandate the preservation of agricultural properties, especially those protected by the NUPUD/CE designation.

Additionally, the transfer of the 1982 CE into the Longmont CSA/LPA in 1997 was a legal violation of the preexisting NUPUD/CE conditions. The Kanemoto CE is protected under the BCCP, and these legal protections have remained unchanged since 1978 (pg IN-1), reinforced several times since then. It is vital to note that the expiration of the TDR/IGA in 2016 renders the use of TDRs non-enforceable. Any attempt to use the Kanemoto property as a TDR receiving site is in violation of established regulations.

The Kanemoto property is designated as Nationally Significant Agricultural Land and is explicitly forbidden for TDRs, as per the BCCP (PPA 3.04). Boulder County administrators must adhere to state and national programs for preserving agricultural properties, as stated in the BCCP (pg AG-5, AG 1.07). The Kanemoto CE contract only allows termination under conformance with the current BCCP and BCLUC. The contract language does not provide for termination by merger, which is expressly forbidden under the Colorado Legislature's HB19-1264.

Moreover, the Boulder County View Protection Corridor (VPC) has been compromised by multiple housing developments in the northern half (6-700), violating the BCCP's prohibition of TDR receiving sites in view corridors.

The language in the Kanemoto CE contract, requiring both provision A and provision B to apply for any change, implies that termination is only possible if the CE is impossible to maintain. Colorado Contract Law dictates that any ambiguity in the contract can only be resolved through a jury trial. Terminating the Kanemoto CE is a legal violation that risks compromising our established state and national conservation laws. I strongly urge you to reconsider this decision and ensure the preservation of this invaluable conservation easement for the well-being of Boulder County and its residents.

Thank you for your immediate attention to this critical matter.

Sincerely,

Julien Romeo Motola
3515 Bluestem Ave
Longmont, CO
(720) 301-9017
julienmotola@gmail.com

From: Stolzmann, Ashley
To: Kathleen Sutton
Cc: Springett, Natalie; Hippely, Hannah
Subject: RE: [EXTERNAL] Keep conservation easement Airport Road and 119
Date: Tuesday, August 8, 2023 12:16:43 PM

Thank you so much for taking the time to provide us this feedback. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

-----Original Message-----
From: Kathleen Sutton <ka_sutton@icloud.com>
Sent: Monday, August 7, 2023 3:06 PM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] Keep conservation easement Airport Road and 119

I support maintaining this easement.

Sent from my iPad

From: Kevin Mulshine
To: Hippely, Hannah; LU Land Use Planner
Subject: [EXTERNAL] Support for Kanemoto Estates Conservation Easement Termination
Date: Saturday, August 5, 2023 1:24:20 PM

Dear Boulder County Commissioners:
The Kanemoto Estates project impacts me as a competing developer and as a resident of Southwest Longmont. This project will compete with the Mountain Brook project which includes 459 market rate homes (I am an investor in Mountain Brook and have no relationship with the Kanemoto project) . However, please consider my wholehearted endorsement and support for the termination of the conservation easement on the Kanemoto Estates property. Any negative impact on me as a competing developer or as a resident that lives within one mile of the project, is clearly outweighed by the following factors:

- The Kanemoto project development plan embraces a diverse housing mix in a pedestrian friendly community conveniently located along a major transportation corridor. This will set a visible and high bar for future development in the region.
- The Kanemoto Estates team has been working with Habitat for Humanity St Vrain to incorporate permanent, owner occupied housing for families that do not have ownership opportunities within economic reach. I look forward to supporting Habitat for Humanity and the Kanemoto development team in their efforts to incorporate Habitat homes within the Kanemoto project. These homes and families will enhance the neighborhood where I live.

I understand and respect the feelings of neighbors that want to stop growth in Southwest Longmont. However, I firmly believe the benefits of allowing the Kanemoto project to move forward clearly make Southwest Longmont and Boulder County a better place to live, especially for those families that have been priced out of this market area.

Regards

Kevin Mulshine
HMS Development
700 Ken Pratt Blvd, Suite #113
Longmont, Colorado 80501
C: (303) 641-7199
kmulshine@HMSDevelopment.com

From: Stolzmann, Ashley
To: Kirsty Sarris
Cc: Hippely, Hannah; Springett, Natalie
Subject: RE: [EXTERNAL] Kanemoto Estates Conservation Easement Termination
Date: Monday, August 7, 2023 2:20:03 PM

Thank you so much for taking the time to provide us this feedback. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

From: Kirsty Sarris <kirstysarris@gmail.com>
Sent: Monday, August 7, 2023 11:47 AM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] Kanemoto Estates Conservation Easement Termination

Commissioner Stolzmann,
I am sending you an email that I originally sent July 5th to the Boulder County Commissioners email (I did receive an email saying it was received and would be provided to you), however, it was never included in the information packet submitted for your review. In light of this, I am now sending it to you directly.

Dear Boulder County Commissioners,
I am emailing regarding the proposed termination of Kanemoto Estates Conversation Easement in Longmont.
I have lived in the Clover Creek subdivision for 18 years and when we purchased the home we were informed that the land south of the subdivision was a conservation easement and as such would never be built on. As you can imagine, this is very disappointing for so many of the residents, including ourselves, and also disillusioning.

I am sympathetic to the need for affordable housing in this area but, quite frankly, I am confused as to why the City of Longmont isn't choosing to repurpose some of the large amount of empty office space which has been vacant for years. I am thinking specifically of the many empty buildings on large amounts of acreage down Clover Basin drive between Hover and Airport, which are very close to good bus transportation and amenities (unlike Kanemoto Estates which is far from amenities and isn't served by good bus routes). Have you had those conversations with the City of Longmont planners?

I am very concerned about the potential increase in traffic along Airport Road and the safety issues surrounding that, especially since children cross the busy airport road to get to school.

It really is a beautiful piece of land with exceptional views. I wonder if you have actually visited the

land and walked the paths surrounding it?

I appeal to you to vote no on the termination of Kanemoto Estates Conservation Easement.

Kirsty Sarris
1922 Clover Creek Dr
Longmont, CO 80503

From: Stolzmann, Ashley
To: Laura martinelli
Cc: Hippely, Hannah; Springett, Natalie
Subject: RE: Uphold our values by protecting the Kanemoto Estates Conservation Easement - DO YOUR JOB
Date: Tuesday, August 8, 2023 3:08:17 PM

Thank you so much for taking the time to provide us this feedback. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

From: Laura martinelli <lunarlady5@hotmail.com>
Sent: Tuesday, August 8, 2023 3:01 PM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] Uphold our values by protecting the Kanemoto Estates Conservation Easement - DO YOUR JOB

To our ***elected*** Boulder County Commissioner Stolzmann,

I am deeply concerned about the proposed termination of the Kanemoto Estates Conservation Easement (CE). I strongly oppose this decision and urge you to reconsider for the sake of our community and environment. This is not what Boulder County residents want, nor what they chose when voting for who to represent them and the well being of the county and our nature reserves (animals, birds, waters, ecosystems, air). This open space is home to mature elk, osprey, and other wildlife, and by voting to lift this conservation easement the Boulder County commissioners are setting a negative and selfish precedent.

The termination's $2.3 million payment to developers raises ethical concerns and sets a troubling precedent for future exploitation. The Planning Commission's dismissal of legal positions is disheartening, at best, and downright disgraceful in the least.

The obstruction of mountain views along Airport Rd contradicts our commitment to scenic preservation. Post-Marshal Fire, we must rethink high-density development.
Kanemoto CE is a vital habitat for wildlife and cherished by our community. Terminating the easement risks irreversible damage. You are supposed to represent US and our voices and so far, you're simply taking the greedy way with your power in your position. We are sick of greed, destruction of natural lands and habitats and people in power making choices that line their pockets and leave destruction in their wake.

Please uphold our values by protecting the Kanemoto Estates Conservation Easement. Our

community's well-being depends on it. And if you vote to move forward, may you have the day (and the life) you deserve.

Sincerely,

Laura Martinelli

Life isn't about how to weather the storm...
but rather how to dance in the rain!

Pink Version

Dear Boulder County Commissioners:

I am the Ward 2 member of the Longmont City Council. If the Kanemoto Estates parcel is freed of its agricultural conservation easement, the resulting Somerset development will be in my ward. My term on Council does not end until December 2025, and I look forward to reviewing this long-anticipated plan and seeing it through to become a reality while I am still in office.

I was surprised by the type of concerns presented to the Board regarding this matter at its July 6 hearing. Longmont has its "no-growth" advocates, but in my opinion, they are an outlying minority who see the urbanization of Longmont as a threat. Longmont is landlocked by the City's and Boulder County's policies, and consequently the City is subject to growth limitations. We approach our limits mindfully, working for a careful transition from a haphazardly grown bedroom community to a well-organized, sustainable, and compassionate city. That means focusing on sustainability and equity; and the necessary density and services that go with it. It also means annexing qualified land in the Longmont Planning Area to create areas of change in support of these goals. Despite some statements made by Council Members facing election this fall, I believe the City staff, the Council, and a majority of residents favor improving Longmont's inventory of lower-cost housing. It is the main means available to correct the unbalanced economy and align housing supply with demand.

The City's recent Housing Needs Assessment shows that Longmont requires thousands more affordable and attainable housing units for households earning at or below the Area Median Income. The well-being of those families, and the basic quality of life and prosperity in our city, are deeply important to me. A vociferous group living near the proposed project does not agree and wants to create the impression that they are an "overwhelming majority" and that where they live is a fulfillment of their hopes and dreams. They express this as concerns about losing their view; and represent that they had a promise that the agricultural conservation easement would be there forever.

The agricultural easement is not preserved open space with public access, as all of Longmont's opens space is. I have reviewed the language of the easement and find nothing that indicates that this easement was intended to be perpetual. Terminating this easement is consistent with the Boulder County Comprehensive Plan and IGA between the City and County. Certainly there is an overwhelming need to utilize this property to respond to the housing crisis.

I have also reviewed the disclosed preliminary concept proposal for the development at Somerset Village. It is similar stylistically to the adjacent Clover Creek development pattern. Those houses are over 150' away. It is very unlikely that views will be blocked.

The opposing speakers spent considerable time at the hearing on July 6 addressing the Commission. They made it clear that that they do not want this neighborhood in their backyard. How many hourly workers, single parents, and other folks of lesser privilege can invest that much time to speak for their needs and way of life without being docked pay or losing their job? Their hopes and dreams focus on just having a decent, stable roof over their heads, regardless of the view from their breakfast table. Please listen to their voices. In my heart, they speak much louder.

Respectfully yours,
Marcia Martin, Longmont City Council, Ward 2

From: Commissioner Levy
To: Commissioner Loachamin; Commissioner Stolzmann; Hippely, Hannah; Rogers, Erica
Subject: FW: [EXTERNAL] Fw: Analysis: Boulder County Comprehensive Plan
Date: Thursday, August 3, 2023 1:35:51 PM

Claire

Claire Levy
Boulder County Commissioner
303-579-0156
Please note that my email address is now clevy@bouldercounty.*gov*.

From: Norm Gee <normgee_rmm@yahoo.com>
Sent: Thursday, August 3, 2023 12:16 AM
To: Commissioner Levy <commissioner.levy@bouldercounty.gov>
Subject: [EXTERNAL] Fw: Analysis: Boulder County Comprehensive Plan

Commissioner Levy, August 3, 2023

The extensive Boulder County Comprehensive Plan is very lengthy and is reviewed in section #6. Violations of the View Protection Corridor in Section #7 with attached photos.

Norman C Gee
1908 Redtop Ct.
Longmont, CO 80503
303-772-7356

6) Boulder County Comprehensive Plan. (BCCP)
https://assets.bouldercounty.gov/wp-content/uploads/2018/10/bccp-boulder-county-comprehensive-plan.pdf

Both the original 1978 version and the current updated version of the BCCP were designed to limit urban growth to restricted areas and *Preserve and Conserve Agricultural Lands.*

There are 27 separate chapter/sections, 4 appendices and 17 maps. Most chapter/sections are referred to as Elements. As many as 15 of those Elements reinforce the preservation of Boulder County Agricultural Lands. I have condensed statements from the BCCP to prevent excessive length. Bold type or italics are my emphasis.

Postings are mostly, but not entirely in chronological order.

Primary Argument. The BCCP is focused on Compact Urban Growth and Continued preservation of Agricultural Lands, in particular Significant Agricultural Lands of National Importance.

Agricultural Lands outside of a Community Service Area are prohibited from urban development. A CSA defines the compact limits of urban growth. The Kanemoto property as

of 1996 has been included in the Longmont CSA. There are no established CSAs or Maps at the time of the 1978 adoption of the BCCP. There are none in 1982 when the Kanemoto property was granted a Conservation Easement and a NUPUD. Defined limits of a CSA were established at the earliest in 1988. Most are not established until after 1994.

The BCCP designates Agricultural Lands granted Conservation Easements and NUPUD status for continued preservation. The Kanemoto property is also a Significant Agricultural Land of National Importance. In 1982, before CSAs were established, having been granted a CE and NUPUD the Kanemoto property was never intended to be incorporated into the Longmont CSA.

In 1996 Boulder County and the City of Longmont committed a serious legal error in violation of the BCCP and Boulder Land Use Code when they incorporated the Kanemoto property into the Longmont CSA.

All statements above are supported by the extensive BCCP notations below. Pay close attention to Pages AG 1.02,01, Map 31, PPA-2, PPA-5 & PPA-2.04

Note: The current Longmont Intergovernmental Agreement (IGA) expires 10/16/23

Boulder IGA website
https://bouldercounty.gov/property-and-land/land-use/planning/intergovernmental-agreements-iga/

Boulder County Land Use Code. See paragraph B, Community Service Areas
1-300 Purpose and Relationship to the Boulder County Comprehensive Plan
https://assets.bouldercounty.gov/wp-content/uploads/2017/02/land-use-code.pdf#page=251

Boulder County Comprehensive Plan Selected Notes

I Introduction Page IN-1

The Boulder County Comprehensive Plan (BCCP) reflects Boulder County's tradition of serving as a leader in environmental and land stewardship... The BCCP was developed to respond to the....principle that the county will make decisions affecting the future of the county's lands..... Since its initial adoption in 1978.....*the Plan has changed very little*; the county's vision is to channel growth to municipalities, to **protect agricultural lands**, and to **prioritize preservation** of our environmental and natural resources in making land use....decisions.

II Guiding Principles pg GP-1

5) Maintain the rural character and function of the unincorporated area of Boulder County by protecting environmental resources, *agricultural uses*, open spaces, vistas, and the distinction between urban and rural areas of the county.

III Countywide Goals pg CG-1 & 3 & AG-4

1. Cluster Development. Future urban development should be located within or adjacent to existing urban areas in order to **eliminate sprawl and strip development**, to assure....urban

services, to **preserve agriculture,** forestry and open space land uses,....

pg CG -2
2. Appropriate Rate of Growth. Existing communities should grow at whatever rate they consider desirable, **within the limits of what is acceptable to the citizens of areas potentially affected by that growth**,.....

pgCG-3
2. Foster a Diverse Agricultural Economy. Agricultural enterprises and activities are an important sector of the Boulder County economy and the county shall foster and promote a diverse and sustainable agricultural economy as an integral part of its activities **to conserve and preserve agricultural lands in the county.**

3. Conserve & Preserve Land. Productive **agricultural land is a limited resource** of both environmental and economic value and **should be conserved and preserved.**

pg CG-5
2. Open Space. Conserve. Boulder County **conserves the rural character of the unincorporated county** by protecting and acquiring lands and waters embodying significant open space values and functions.

I Agricultural Element. Covers 6 pages of the BCCP

pg AG -1
A. Introduction Agricultural Land is a non-renewable resource. Once public and private decisions are made that result in the conversion of agricultural land and/or water to non-agricultural uses, this vital resource is almost always irretrievably lost.

pg AG-2
....in the 1978 Comprehensive Plan, the county adopted a non-urban planned unit development process **(NUPUD**)....offered landowners a **development density of two dwellings** per 35 acres....In return, at least **75% of the total acreage had to be deeded to the county in the form of a conservation easement which restricted activity on the easement to agriculturally related or other rural land uses**....in 1994 through the adoption of the Plains Planning Area Element....That Element refocused the county's policies and intentions for managing unincorporated Plains lands by emphasizing that land uses "...should **continue to be related to agricultural activities...and other activities consistent with the rural character of the county."**

pg AG-3
B. Agricultural Objectives **The objective of the subsequent policies is the preservation of the agricultural lands** in the county, and their related uses, **by whatever means are available** to the county and effective in achieving this end...
It remains the intent of the Comprehensive Plan and attendant land use codes to promote and assist in the **preservation of agricultural lands** for agricultural and other rural purposes....They include the recognition of agricultural lands as an **important nonrenewable resource....**the belief that ***compac*t urban development is the most efficient and appropriate way to retain agricultural lands** and rural character....

pg AG-4
Goal 2. Foster a Diverse Agricultural Economy.... promote a diverse and sustainable agricultural economy as an integral part of its activities to **conserve and preserve agricultural lands** in the county.

Goal 3. Conserve & Preserve Land. Productive agricultural land is a limited resource of both environmental and economic value and should be conserved and preserved.

POLICIES AG 1.01 Agricultural Land Preservation. It is the policy of Boulder County to promote and support the preservation of agricultural lands and activities within the unincorporated areas of the county, and to make that position known to all citizens currently living in or intending to move into this area.

AG 1.02.01. & 1.03 .....It is the policy of Boulder County to **encourage the preservation** and utilization of those lands identified in the Agricultural Element as **Agricultural Lands of National, Statewide, or Local Importance** and other agricultural lands for agricultural or rural uses. The Boulder County Comprehensive Plan "Significant Agricultural Lands" map shall include such lands located outside of the boundaries of any municipality.....

BCCP Map 31 designates the **Kanemoto property as a Significant Agricultural Land of National Importance.** Agricultural Lands of National Importance are U.S. Department of Agriculture **Prime Farm Lands.** Boulder County Docket DC-18-0002

Link below will take you to the USDA soil maps where the Kanemoto property is designated as Prime Farmland except where the two houses have been built. You may need to zoom in on area CO643. Then click on the property sections and read Map Unit Data drop down list on the left side of page.

https://casoilresource.lawr.ucdavis.edu/gmap/

AG 1.04 Development Review. In reviewing applications for new development**,** Boulder County shall consider potential impacts on existing adjacent agricultural uses and shall use its regulatory authority to mitigate those impacts which would be detrimental to the continuation of existing agricultural operations and activities and the establishment of new agricultural operations and activities. **New development should be sited in such a way so as to minimize and/or prevent future conflicts.**

pg AG-5
AG 1.07 State, Federal, and Local Programs. The county shall continue to actively participate in state, federal, and local programs directed **toward the identification and preservation of agricultural land.**

Position statement from USDA Prime Farmland website.
Prime farmland **is of major importance** in meeting the Nation's short- and long-range needs for food and fiber. Because the supply of **high-quality farmland is limited, the U.S. Department of Agriculture recognizes that responsible levels of government,** as well as individuals, should encourage and facilitate the wise use of our Nation's prime farmland.
https://efotg.sc.egov.usda.gov/references/public/LA/Prime_and_other_Important_Farmland.ht

ml

AG 1.12 Land Unification. The county shall continue to **discourage the fragmentation of large parcels of agricultural land and to encourage the assemblage of smaller parcels** into larger, more manageable and productive tracts.

AG 1.13 Policy and Code Management. **The county shall continue to monitor the application of these policies** and attendant Boulder County land use codes, **as to their effectiveness in preserving agricultural land and *perpetuating* agricultural uses** in Boulder County.....

The use of the word, **Perpetuating**, is very important. This confirms that the BCCP intended to Preserve and Conserve Agricultural Lands indefinitely. See American Heritage dictionary definition below.

perpetuate

pər-pech'o͞o-at"

transitive verb

1. To cause to continue indefinitely; make perpetual.
2. To prolong the existence of; cause to be remembered.
3. To make perpetual; to cause to endure, or to be continued, indefinitely; to preserve from extinction or oblivion; to eternize.

The American Heritage® Dictionary of the English Language, 5th Edition.

pg AG-6
AG 2.01 Utility Infrastructure. The county **shall discourage the placement of new utility infrastructure upon agricultural lands**. The county supports using existing easements or other public rights-of-way to **minimize the impacts to agriculturally productive land.**

AG 2.01.03**. Any agricultural lands and water resource systems disturbed by infrastructure construction shall be restored to their former productivity.**

IV Economic Element

pg EE-2
EC 1.03 Agriculture. **Boulder County acknowledges the importance of agriculture** and its cultural, environmental, health, economic, and resilience-related benefits to the community. **Boulder County recognizes the integral role of agricultural history in the county and supports innovation and diversification in the agricultural economy.**

IX Natural Hazards Element

pg NH-4
NH 2.01.04 (Also Policy GE 1.05) The county shall **require the evaluation of all geologic** hazards and **constraints where such** hazards or **constraints may exist in unincorporated**

areas of the county as related to new intensive uses. Such evaluations shall be conducted by either a member of the American Institute of Professional Geologists, a member of the Association of Engineering Geologists.....

VII Geology Element

pg GE-2
Geologic Constraint: A geologic condition which can **cause intolerable damage to structures**, but does not present a significant threat to health, life, or limb.

Map 15. Geologic Hazards and Constraint Areas. Kanemoto Estates has a Geologic building constraint due to a **High soil and bedrock swell potential**. Has it been properly evaluated and approved by a geologist for site development?

pg GE-8
GE 4.02 Priorities for Most Effective Performance Technologies and Practices. Areas where the county has an interest in assuring that the most effective performance technologies and practices are applied include....**j) Agricultural land preservation**.....**o) Visual impacts and preservation of scenic views.**

pg GE-10
GE 4.11 Agricultural Land Restoration and Reclamation. **Agricultural land preservation and conservation is a core goal and value of the BCCP.** Oil and gas operations will be required to restore and reclaim all on and off-site agricultural lands impacted by any activity.....

X Open Space Element

pg OS-1 (See Agriculture Goal 3 above. **To Conserve and Preserve Agricultural Lands**)
What's in a Word? Protect v. Preserve v. Conserve Open space lands are **"protected" from developmen**t but protection can be carried out in different ways. "**Conserve**" suggests responsible and sustainable use of natural resources whereas **"preserve" implies maintaining the landscape in its original, or pristine, state**. In the Open Space Element policies, "**conserve"** is used for policies relating to working landscapes such as **agricultural properties** while "**preserve**" is used for policies relating to **broader protection**.

pg OS-2
Open space is defined as "*lands intentionally left free from development*." Open space serves one or more of the following values or functions
Conserve and *enhance* agricultural lands, especially agricultural lands of local, statewide, and *national importance*.

Boulder County Parks & Open Space **Mission Statemen**t To **conserve** natural, cultural and **agricultural resources** and provide public uses that reflect sound resource management and community values.

XIII Sustainability Element

pg SU-1
A. Introduction The verb "**sustain" is defined in Webster's Third International Dictionary**

as meaning "to cause to continue…to keep up especially without interruption

pg SU-6
Goal 6. Foster & Promote Resources of Open & Rural Lands. The **preservation** and viability of the increasingly **precious resources** of open and rural lands, whether **devoted to agriculture**, forestry, open space, or plant and wildlife habitat, as well as the sustainability of uses that provide for the **long-term preservation** of such lands, should be fostered and promoted....

pg SU-8
SU 1.09 TDR Program Criteria. In establishing this new TDR program, the county, through an open public process, will develop criteria....and should take into consideration the following attributes:
• Location as an enclave within or adjacent to BCCP-designated Environmental Conservation Areas, United States Forest Service or other publicly held lands, **or lands with a *conservation easement protecting them from further development***

I Plains Planning Area

pg PPA-1
Introduction....recommend a rational organization of land uses which will **protect and preserve** some of the county's remaining **rural land**....

pg PPA-2
It is expected that land within municipal Community Service Areas will be developed in an urban pattern, urban services will be provided by the municipalities, and the area will eventually be annexed. **Conversely, land outside CSAs and their transition areas will remain rural; urban services will not be extended there, and zoning will *prohibit urban development* and densities. Most of the land outside the CSAs will continue to be used for agricultural activities, environmental resource protection, low-density residential development and other activities consistent with the rural character of the county.**

VERY IMPORTANT: The Kanemoto property was issued a NUPUD (PPA 2.04) and Conservation Easement (PPA 2.03) in 1982 because it was NEVER intended to be within the Longmont Community Service Area. As stated above, Urban Development is Prohibited.

I**n April of 1978**, the Boulder County Comprehensive Plan (BCCP) was adopted. A primary component of the Plan included policies calling for the establishment of a **minimum 35 acre-lot size in most**

unincorporated areas outside CSAs, consistent with Senate Bill 35. Recognizing that this was authorizing a dramatic shift in land use regulations that would have its greatest direct impact on the farming community, the Plan's policies also called for the creation of the **NonUrban Planned Unit Development, or NUPUD**. This land use option, requiring discretionary review an action by the county Commissioners, permitted density bonuses on parcels of 35 acres and larger so that the farmer would have an economic incentive, through a limited subdivision process to keep a major part of his or her land in agricultural production while conveying small land parcels to other interests. Accordingly, **land use regulations and a comprehensive rezoning were adopted to implement the Plan's policy direction.**

pg PPA-3
ISSUES **Loss of Agricultural Lands** & Open Space. Land valuable for agriculture, wildlife habitat, flood control and other natural resources may be jeopardized. In addition, the county has **consistently lost agricultural operations and farmland to both development pressures and *annexations.***

pg PPA-4
POLICIES

PPA 1.01 Geographic Scope and Vision for Plains Planning Area. **Land located outside CSAs** and east of the Forestry zoning district, should be designated as the Plains Planning Area, and **should remain rural**. Urban services should not be extended into the Plains Planning Area, and **zoning should continue to prohibit urban development and densities**. Land uses within the Plains Planning Area should continue to be related to **agricultural activities**, environmental resource protection, **low density residential development** and other activities consistent with the rural character of the county.

PPA 1.03 Guidelines for Land Use Proposals...
b) **Preservation** and utilization **of agricultural lands**, or when applicable, the preservation of other environmental resources
d) **Minimizing** potential **negative impacts** on surrounding lands, **including agricultural land**, attendant agricultural uses, and established neighborhoods and other adjoining or nearby development and land uses.

pg PPA-5
PPA 2.03 Conservation Easements. **Conservation easements** pursuant to CRS 38-30.5-101 through 110, as amended, or other legally accepted methods between the county and landowners, should continue to be **the acceptable development control, for the purpose of preventing additional parcel division or development of lands committed for agricultural activities,** environmental and historic resource protection, and other activities consistent with the rural character of the county.

PPA 2.04 **NUPUD** and NCNUPUD Proposals. NUPUD & NCNUPUD proposals should only be supported in the Plains Planning area as a **means of preserving and conserving large tracts of land identified in the Boulder County Comprehensive Plan as possessing significant environment features, including but not limited to significant agricultural land and sensitive or important ecosystems.**

PPA 3.04 **Location Limits** for Proposals. Except as provided for in PPA 3.05, land use proposals requesting additional density as receiving sites through the **density transfer process should not be located on Nationally significant agricultural land**, sensitive areas, critical wildlife habitats or corridors, designated open space, or other lands and locations as from time to time identified.

IV Longmont, Lyons Subregion Specific to the Longmont Community Service Area.

pg LO-2
LO 1.02 Designation and **Protection of Agricultural Land Uses**. It is the policy of Boulder County to designate the character and form of land uses within the Subregion (**outside of the adopted Community Service Areas)** as being agricultural in nature and to **project continual**

agricultural usage throughout the planning period. Future land use decisions that occur outside of designated Community Service Areas shall be consistent and harmonious with the agricultural character of the land and with the provisions of the Agricultural Policies of the Plan, including those **specifying non-urban residential density**

LO 1.03 **Resolving Conflicts Between Existing Zoning and Future Land Use.** Many land use and zoning decisions have been made in the past 12 years without the use of a comprehensive plan to guide in the formulation of such decisions. With the development of the goals and policies of the Boulder County Comprehensive Plan, it is clear that many past decisions now conflict with the underlying plan **objective of channeling urban growth into Community Service Areas while preserving the surrounding agricultural land**. To rectify these obvious conflicts between existing zoning and future land use, it is the policy in this subregion to modify the existing zoning pattern to **reflect the present and future use of the county's agricultural lands.**

7) View Protection Corridor from BCCP

Map 33. About one mile of Airport Road from Pike Rd south to Rt. 119 was designated as a **View protection Corridor.** An approximately one half mile section from Pike Road south has been severely compromised. Both the Kamemoto property and the West View Acres property are along this corridor. Do we have legal grounds to challenge Boulder County to prevent further development due to this issue? *See photos below*.

pg PH-3
1992: Establishment of view protection overlay district

1994: Established Natural Resources View Protection Overlay District

pg OS-2
Conserve rural character of the unincorporated county, **scenic corridors**, and community buffers to ensure community identity and **prevent urban sprawl**

pg OS-5
OS 1.02.01. To the extent possible, the county shall **avoid, minimize, or mitigate impacts on views from view protection corridors** including, but not limited to, those shown in mapping that accompanies this element.

Pg TR-4
TR 6.01 Manage Rural Roads to Preserve Rural Character.
• **minimize adverse scenic and environmental impacts,**

pg TR-5
TR 6.03 **Prohibit Improvements with Unacceptable Impacts**. After considering reasonable mitigation, transportation system facilities and access improvements may be prohibited. This may include improvements on public and/**or private lands that cause unacceptable impacts to the natural environment, including scenic views** and rural character....

pg TR-6
TR 8.03 **Preserve View Corridors. Prevent the disruption of scenic views** by transportation

improvements. Promote overlooks, trails, and turnouts on recreational routes and in unique scenic areas.

pg CW-5
6. Protect Natural Landmarks. Boulder County shall continue to protect prominent natural landmarks and other **unique scenic, visual and aesthetic resources** in the county.

pg ER-3
However, the single criterion for designation shall be **its visual and scenic prominence as a landscape feature**. They provide a record of Boulder County's natural heritage.

pg ER-4
Boulder County shall continue to protect prominent natural landmarks and other **unique scenic, visual and aesthetic resources** in the county

pg ER-5
ER 1.04 Scenic Vistas. **Scenic vistas shall be preserved as much as possible in their natural state**.

pg GE-7-8
GE 4.02 Priorities for Most Effective Performance Technologies and Practices. Areas where the county has an interest in assuring that the most effective performance technologies and practices are applied include, but may not be limited to:
o) Visual impacts and preservation of scenic views

pg SMM-4
b) Ensure that facilities or operations are planned, located, designed, and operated **to prevent and divert unacceptable** air, water, noise and ***visua*l pollution**

pg SU-7
Goal 10. **Protect Natural Assets**. The county's rich and varied natural features, **scenic vistas**, ecosystems, and biodiversity should be protected from further intrusion, disruption, consumption and fragmentation.

SU 1.02 TDR Program Objectives. This TDR program should consider facilitating the attainment of any or all of the following objectives:
• **preserving vacant lands** identified in the Comprehensive Plan as **having significan**t environmental, agricultural, **visual** or cultural **values;**
• **protecting and securing scenic corridors and vistas;**

pg SU-9
SU 1.12 **Structure Size Limitation** Analysis. An analysis should be conducted to determine whether the regulation of structure size is appropriate to meet the stated goals of the Comprehensive Plan...locations within the unincorporated areas relative to existing development patterns, **established rural character, scenic/natural/resource values, visual impacts....**

pg PPA-3
Rural Character & **Visual Impact**. There has been a perceived loss of rural character and **visual intrusion** to the **scenic qualities** of the county due to an inconsistency in scale between

new and existing development and the siting of development on ridges, mesas and other prominent landscape features.

Photos taken along Airport Rd, looking west, walking north 1/2 mile to Pike Rd. The view of Long's Peak is obstructed.

EXHIBIT L

EXHIBIT L

Custom Homes Views
Left on Glenneyre Dr.
Summerlin
Legendary Colorado
ESTATES
Brian Terry 303 845 • 0949
BOSCH

EXHIBIT L

SOMERSET
MEADOWS
From the $400s
to $1 Million +
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EXHIBIT L

EXHIBIT L

Come Grow With Us
NOW

EXHIBIT L

From: Commissioner Levy
To: Norm Gee
Cc: Hippely, Hannah; Rogers, Erica; Commissioner Loachamin; Commissioner Stolzmann
Subject: RE: [EXTERNAL] Kanemoto CE
Date: Thursday, August 3, 2023 1:35:14 PM

Thank you for your message. I have copied our staff and my fellow commissioners so they have this as well. I am doing the same with your third message.

Claire

Claire Levy
Boulder County Commissioner
303-579-0156
Please note that my email address is now clevy@bouldercounty.*gov*.

From: Norm Gee <normgee_rmm@yahoo.com>
Sent: Thursday, August 3, 2023 12:04 AM
To: Commissioner Levy <commissioner.levy@bouldercounty.gov>
Subject: [EXTERNAL] Kanemoto CE

Commissioner Levy, August 3, 2023

Thank you for serving as a County Commissioner.

A very large number of emails and supporting documents in opposition to the Kanemoto CE termination appears to be missing from the July 6 Staff Packet. The KARES team finds this very concerning. A comment from Ms. Loachamin during the meeting that she was furiously reading documents submitted 20 minutes ago implied that these numerous, very important email documents were not submitted to the Commissioners in time for them to be properly evaluated. From discussions with other related parties it is apparent the vast majority of these email submissions were opposed to the termination of the Kanemoto CE. We are considering a formal complaint to the Colorado Attorney General to investigate why the Planning Staff did not present these documents prior to the meeting to provide adequate time for Board of Commissioner review.

To insure that you have the exhaustive Analyses of the BCCP and BCLUC I am passing over the Planning Dept. Staff and emailing them directly to your personal email account. Your dedication to evaluating the entire legal landscape concerning the Kanemoto property is appreciated.

I will begin by sending you an adjusted summary of the BCC July 6 meeting sent to the Longmont City Council for their review.

Sent to Longmont City Council. July 31, 2023

Please be aware that the Grant of Conservation Easement was issued in 1982 under

the protections of the County NUPUD/CE program. In the July 6 opinion of Mr, Lattes, the County attorney, CE contracts prior to 2019 are governed by the prior Colorado CE statute. If his legal opinion is correct the 1982 terms of the Grant of CE must apply. The Grant of CE requires conformance with both the CURRENT Comprehensive Plan and the CURRENT Land Use Code. As per the BCCP, the NUPUD/CE program was designed to "Conserve and Preserve" Agricultural Lands in Boulder County. (pg AG-4 Goal 3). "Preserving agricultural lands and PERPETUATING agricultural uses" is required (pg AG-5 AG 1.13). The legal terms of the 1982 recorded Land Plat require the CE to be for "use of the Public FOREVER... dedicate those portions of...real property... as easements..." Under the Colorado Planning Act 38-28-106 any Comprehensive Plan items included in the Boulder County Land Use Code become Binding. They are in fact Statutory Law. There are approx 152 references to the BCCP in the BCLUC. Sec 6-800 "Conservation Easement: "...conservation values shall be granted in *PERPETUITY*.. " Sec 6-700 G3 "receiving sites *shall not be located on Nationally Significant Agricultural Lands... or Corridors*.. in the Comprehensive Plan." The Kanemoto CE is located on both NSAL and within the Airport Road View Protection Corridor. The VPC continues to be grossly corrupted with consent of the Boulder Planning Dept. Mr. Ron West, the Boulder Natural Resource Planner used the BCLUC to recently block the construction of a single house on a private 40 acre lot due to potential disruption of Significant Agricultural Land. As BC Commissioner Ashley Stolzmann asked, why should we allow over 400 units to be built on a protected 40 acre CE with NSAL?

As you are aware, the KCE is not owned by Boulder County or Longmont The land is owned by an individual. However, the Grant of CE being recorded in the County Clerk's office provides absolute authority to Boulder County to enforce the conditions of the Kanemoto CE. Longmont has no legal standing. Of particular note is the illegal placement of the Kanemoto property within the Longmont Planning Area in 1996. *This was a gross legal error* due to multiple violations of the BCLUC. As previously mentioned in Sec 6-700 G3 no development is allowed on NSAL. In addition Sec 6-700 J3 "The Following Parcels Shall Not be Considered for a TDR/PUD Receiving Site: "A Subdivided Lot Shown on a Plat Recorded Prior to August 17, 1994". The Kanemoto Property/CE was recorded by the County Clerk as a subdivided lot in 1982, 14 years prior to the 1994 restriction. There are too many other violations of the BCLUC to list here.

There is no allowance in the Grant of CE contract for RANDOM termination. Rather, to insure conservation and preservation any attempt to terminate is significantly restricted. The contract terms require any termination to conform with both Provision A AND Provision B. Under contact law both provisions must be met. We discussed several violations of provision A above. Provision B only allows for a transfer of the CE Interests. What are those interests? "Preserving Agricultural Lands". If the CE interests are transferred to a municipality, Boulder County is required to *"condition or restrict the transfer to prohibit use"* What Use? Any improper Use that would compromise the interests of the Conservation Easement, "Preserving Agricultural Lands." Why then is the word Terminate used in a previous paragraph? It must be included should a condition arise that would force a termination. Under IRS Section

170 (h) the only condition allowed would be one making it absolutely impossible to maintain the CE. There are currently no conditions making the CE impossible to maintain and it is highly unlikely that one will ever occur. Why IRS Section 170 (h). The previous owners received a Subdivision Agreement and allowance to build houses on the remaining 11 acres in exchange for the Conservation easement. The tax benefits claimed with new housing construction would potentially activate provisions found in IRS Sec 170 (h).

Ms. Rogers, another Boulder attorney, also quoted the Colorado CE statute prior to 2019 where the State mentions an allowance for termination by Merger. The statute is too long to quote here. However, Merger is only an allowance provided should the parties to a CE contract document it in the terms of the contract. There is absolutely no mention of termination by Merger referenced in the Kanemoto contract. In addition, State law currently forbids termination by Merger. CRS 38-30.5-107.

A link was provided to the March 2023 Boulder County Staff Report. The recommendation to terminate by the Boulder County Staff was assertively rejected by multiple members of the community. Exhaustive legal arguments against the termination were presented. The Planning Board failed to ask any questions or engage in any discussion concerning the extensive legal presentation. This was a display of unprofessional conduct by all 5 members. They apparently had no intention to alter their predetermined opinions, or were too tired after two hours of testimony to open the floor for discussion. They were asked by the KARES attorney to postpone their decision and they failed to do so. Under these circumstances the decision of the Planning Board to recommend termination of the Kanemoto CE to the BC Commissioners is unsupportable.

The recent July 6 meeting of the BC Commissioners lasted an entire 5 hours. The Boulder County Staff presented the same very weak presentation ignoring the precise details of the BCCP and BCLUC. The commissioners realized that many legal questions remain unanswered and they wisely acted to postpone any final decision.

However, a very serious issue has arisen. The majority of letters and submissions in opposition to termination can not be found in the current Boulder County Commissioners Packet. Including the exhaustive analyses of the BCCP and BCLUC. The BC commissioners were not properly informed in a timely manner of the overwhelming level of resistance to termination of this Conservation Easement. This is a potential legal violation. It is also a gross ethical violation by Boulder County Staff failing to provide the BC commissioners with the total scope of documentation. This failure may affect the validity of decisions issued by the Board of Commissioners.

The purpose of the meeting was to determine if Boulder County had the legal authority to terminate an apparently perpetual Conservation Easement under the terms of the Grant of CE, the governing document. The Provisions of the document show that Boulder County does not have this authority. The question is why did the

meeting refocus on a housing issue unrelated to the consideration for CE Termination?

No one disagrees with the need for housing. But we question why certain members of the County and City Councils are attempting to illegally annihilate a Landed Treasure of Colorado when there are multiple depressed areas of Longmont that need to be redeveloped and are clearly available for new housing construction. We agree with Mr. Sean McCoy, our At-Large Council Member, who has assertively stated he will lobby other council members to vote against City Annexation of this Conservation Easement. The brief legal facts above have been provided for your review. But I will gladly provide the exhaustive analyses of the BCCP, and BCLUC documents. I believe I speak for a growing number of residents when I request that you protect conservation easements as they were originally intended. Please redirect the housing issue to sorely needed redevelopment sites within the Longmont city limits. We are hoping this will not become an explosive political issue as it recently did in the City of Denver where approx 60% of the residents rallied and voted to retain the Park Hill Conservation Easement. Let me leave you with the Position Statement of Boulder County Parks and Open Space. CE Terminations should not "Jeopardize Boulder County's Qualified Holder Status under State of Colorado and IRS Regulations or Undermine the Public's confidence in the County as a holder of PERPETUAL Conservation Easements." CE Policies and Practices pg 6 #5

Much appreciated,
Norman C Gee
1908 Redtop Ct
Longmont, CO 80503
303-772-7356

From: Commissioner Levy
To: Norm Gee
Cc: Hippely, Hannah; Rogers, Erica; Commissioner Loachamin; Commissioner Stolzmann
Subject: RE: [EXTERNAL] Analysis: BCLUC is Binding Law
Date: Thursday, August 3, 2023 1:32:49 PM

Thank you for your analysis. So that this is available to all of the commissioners and our staff, I have copied them on this reply.

Claire

Claire Levy
Boulder County Commissioner
303-579-0156
Please note that my email address is now clevy@bouldercounty.*gov*.

From: Norm Gee <normgee_rmm@yahoo.com>
Sent: Thursday, August 3, 2023 12:33 AM
To: Commissioner Levy <commissioner.levy@bouldercounty.gov>
Subject: [EXTERNAL] Analysis: BCLUC is Binding Law

Norman C Gee
1908 Redtop Ct.
Longmont, CO. 80503
303-772-7356

Commissioner Levy, August 3, 2023

There are 152 references to the BCCP established in the *Boulder County Land Use Code*. Many of these references are part of the Zoning regulations and are now Binding Law. There are too many to list. I have included a few for your consideration. Please take note of the more absolute statements highlighted in yellow.

In particular please note
1) Section 6-800: It appears, Conservation Easements require **perpetuity** and termination requires conformance with the ***Current*** BCCP and the Boulder Land Use Code. The **Current code** requires **perpetuity for NUPUD/CEs.**
2) Section 6-500 & 6-700: Although the TDR IGA expired in 2016, should the County continue to honor it:
a) TDR sites are forbidden on Nationally Significant Agricultural Lands.
b) The total number of units is limited to a maximum of 200.
c) As we discussed previously, the inclusion of the Kanemoto property in the Longmont CSA was a legal error. Subdivided lots recorded prior to August 17, 1994 are not allowed into TDR receiving sites. (6-700 J-3)

1) *section 30-28-106 of the Planning Act..... 2007 amendment to the Act provides that master plans are advisory until the* ***county makes them binding by inclusion in its "subdivision, zoning, platting, planned unit development****, or other similar land development regulations . . . ." Ch. 165, sec. 1, § 30-28-106(3)(a), 2007 Colo. Sess. Laws*

612.

2) The very first item of discussion in the current *Boulder County Land Use Code* (January 5, 2023) is found on page 1-2, The development of the Land Use Code in 1994 is founded on the 1978 BCCP.

Boulder County Land Use Code .

Section 1-300 ***Purpose and relationship to the Boulder County Comprehensive Plan.***

*A) .....Enactment**,** amendment, and administration of this Code shall be in accordance with and **shall serve to implement the goals and policies of the Boulder County Comprehensive Plan,.....***

*B) .....the County Planning Act shall be considered to be, **without limitation**, and in accordance with Section **1-300.A** of this Code: .....fostering agricultural and other industries (which, in accordance with the **Comprehensive Plan**, are primarily rural in nature).....in accordance with the **Comprehensive Plan**, ensuring that unincorporated lands outside of community service areas remain rural in nature)....open and rural land **preservation,.....***

Section 1-1400 pg 1-4 ***Other Plans, Rules & Regulations Cited in this Code***

A. In addition to the requirements specifically established within this Code, the following plans, rules, and regulations may contain additional requirements:

4. the **Boulder County Comprehensive Plan** (the 'Comprehensive Plan') adopted pursuant to Article 28 of Title 30, C.R.S., and comprehensive development plan intergovernmental agreements affecting land use in the unincorporated County as they may be entered into pursuant to Article 20 of Title 29, C.R.S.;

Section 3-204 **Referral Requirements and Agency Review**

C 9. *The County Community Planning & Permitting Department shall evaluate the application for **conformance with the Comprehensive Plan**,* any applicable intergovernmental agreement affecting land use or development, this Code, sound planning and design practices, and comments from the referral agencies and individuals.

Section 4-115 Rural Community (RC) Districts

A. *Purpose: To encourage flexibility in the land use patterns of established rural communities in order to **achieve the objectives of the Boulder County Comprehensive Plan.***

Section 4-409 **Variances**

E. Review Criteria.

1. To grant a variance of a requirement imposed under this Article 4-400, the Board must find that *all of the following criteria have been satisfied:*

d. *the variance, if granted, will **not change the character of the underlying zoning district** in*

*which the property is located, and i**s in keeping with the intent of** this Code and **the Boulder County Comprehensive Plan;***

Section 4-514 **Utility and public Services**

F. Major Facility of a Public Utility

5 d. Power plants **cannot be located on areas with the following Boulder County Comprehensive Plan designations: Agricultural Lands of National Importance**, Agricultural Lands of Statewide Importance, Agricultural Lands of Local Importance, Natural Landmarks and Natural Areas, or Critical Wildlife Habitats

K. Small Wind-Powered Energy System

5 e (i) **Comprehensive Plan designations**. This use **shall not have a significant adverse visual impact** on the natural features or neighborhood character of the surrounding area. Particular consideration to view protection shall be given to proposals that would be visible from areas designated Peak-to-Peak Scenic Corridor, **View Protection Corridor,** and areas within the Natural Landmarks and Natural Areas and buffers **as designated in the Boulder County Comprehensive Plan**.

Section 4-601 **Review Criteria**

A. A use will be permitted by Special Review or Limited Impact Special Review **only if the Board finds that the proposed use meets the following criteria as applicable:**

3. The use will be in accordance with the Comprehensive Plan;

12. **The use will not result in unreasonable risk of harm to people or property.....**from natural hazards. Development.....must avoid natural hazards, including those on the subject property.....Natural hazards include, without limitation, **expansive soils** or claystone, subsiding soils.....all as **identified in the Comprehensive Plan Geologic Hazard and Constraint Areas Map....(See Map 15)**

Section 4-700 **Administrative Reviews**

4-701 **Purpose**
A. Administrative review is a review procedure for certain types of proposed development that are **deemed in advance to not cause significant conflict with the Boulder County Comprehensive Plan** and ensure compliance with the development standards of the County

Section 4-806 **Site Plan Review Standards**

8. The development shall avoid agricultural lands of local, state or national significance as identified in the Comprehensive Plan..

13. The development shall avoid Natural Landmarks and **Natural Areas as designated in the Goals, Policies** (pg AG-4 Goal 3 etc..conserve and preserve Agricultural Lands) **& Maps Element of the Comprehensive Plan and shown on the Zoning District Maps of Boulder County**. (Map 27 CE, Map 31 Sig Ag Land, Map 33 VPC)

15. The proposal **shall be consistent with the Comprehensive Plan**, any applicable intergovernmental agreement affecting land use or development, and this Code

Section 4-1300 **Expanded TDR Program and Structure Size Thresholds for Single Family Uses.**

3. These regulations are adopted to **implement the goals and policies in the Sustainability Element of the Boulder County Comprehensive Plan**. Those goals and policies include:

a. **Preserving the rural character of unincorporated Boulder County,** especially those areas with particular historic or contextual character;
c. Allowing for the impacts of larger scale home development to be offset through **the preservation of vacant land** and smaller scale residential development elsewhere in the County;
e. Promoting and **preserving vacant land by creating incentives for property owners to leave land undeveloped.**

Section 5-102 **Standards and Conditions for Sketch Plan Approval**

A. The Planning Commission and the Board of County Commissioners **shall not approve a sketch plan proposal until the applicant has adequately shown that the proposal meets the following**:

4. The development proposal **conforms with the Comprehensive Plan**, any applicable intergovernmental agreement affecting land use or development, and this Code.

Section 6-100 **Planned Development Districts. Introduction and Purposes**

D. In addition to those purposes outlined within these Regulations, **NUPUD**, NCNUPUD, and TDR/PUD submission, review, and action shall be guided by the following objectives:
1. To accomplish the **preservation of those lands identified within the Boulder County Comprehensive Plan** as **agricultural lands of National,** Statewide, and Local **Importance** and other valuable agricultural lands; to accomplish such preservation through the strategic and planned location of subdivided lots.
2) To accomplish the **preservation** of those natural and cultural resources as identified in the Cultural and Environmental Resources Elements of **the Comprehensive Plan**; to accomplish such preservation through the strategic and planned location of subdivided lots.
3. To offer density bonus as an incentive **to discourage the development of valuable agricultural** and other resource **lands** in Boulder County.
4. To offer the **NUPUD** and TDR/PUD processes as a **viable alternative to municipal annexation** for development purposes.

Section 6-400 **Non Urban Planned Unit Development**

A. Purpose: A residential PUD consisting of subdivided land which may allow for an increase in density from one dwelling unit per 35 acres.....**in order to preserve agricultural**, environmental, or open space resources. **The mechanism to preserve these resources is a conservation easement** held by Boulder County on that portion of the subdivided land platted as an outlot, which **may not be developed** for residential use

B. Requirements 1. Area a. A NUPUD must contain an area.....of which 75% or more is covered by one or more of the following designations **identified for preservation in the Boulder County Comprehensive Plan**: **agricultural lands of state or national significance,** designated open space, critical wildlife habitats and **corridors,**.....

Section 6-500 **Noncontiguous Nonurban Planned Unit Development**

A. Purpose: A Noncontiguous Nonurban Planned Unit Development (NCNUPUD) i**s a NUPUD** which allows for a transfer of density from a sending area to a receiving area in order to protect specific agricultural, environmental, or open space resources.

B. A NCNUPUD **is a type of NUPUD** and shall meet the NUPUD requirements, except as **modified** by the following additional requirements.

7. Receiving Area
a. No more than 50 percent of the receiving area shall be used for development, **unless further restricted below.**
b. **A receiving area which contains lands designated in the Comprehensive Plan as Agricultural lands of Nationwide Importance, a natural or cultural resource, or proposed open space shall not be permitted unless:**
(i) no more than 25 percent of the receiving area is used for residential development; and
(ii) the development shall in no way be detrimental to the continued agricultural use of the remaining preserved area, to any significant natural or cultural resource, or to the open space values which support the proposed open space designation.

Section 6-700 **TDR Planned Unit Development**

D. Zoning Requirements: The uses approved as part of a TDR/PUD **shall be limited to** the following:

2. Residential TDR/PUDs: Residential development rights may be transferred from any designated sending site in the A, RR, ER, and SR zoning districts, to any approved residential receiving site meeting the applicable criteria for receiving sites under these regulations. **The maximum allowable total units within a residential TDR/PUD shall be 200**.

G. Standards and Conditions of Approval for Development on a Receiving Site: A PUD utilizing transferred development rights **shall be approved only if** the Board of County Commissioners finds that the proposed development meets the following standards and conditions:

3. Except as provided in 6-700(G)(7), below, **receiving sites shall not be located on national significant agricultural land,** designated open space, environmentally sensitive lands, or critical wildlife habitats **or corridors, as identified in the Comprehensive Plan**

J. The following parcels will not be considered for a TDR/PUD receiving site:

3. **A subdivided lot shown on a plat recorded prior to August 17, 1994**, the date of the first public notice of Planning Commission consideration of these regulations.

Section 6-800 **Conservation Easement**

A. Before the Board of County Commissioners may approve a **NUPUD**, a NCNUPUD, or a TDR/PUD the applicant shall **agree to grant to Boulder County a deed of conservation easement** in gross pursuant to Article 30.5 of Title 38, C.R.S., as amended, **protecting the preserved land from development** in accordance with the approved conservation values. Conservation easements encumbering required outlots **shall provide for long-term preservation** and appropriate management of the property's conservation values and **shall be granted in perpetuity**, subject to transfer or termination only pursuant to the express terms of these regulations and the governing conservation easement.
B. The conservation easement shall include the following terms:
1. The easement shall limit future County termination of the easement to situations where:
a. the **termination is consistent with the current Comprehensive Plan and this Code**; and
b. the termination is consistent with a management or land use plan contractually agreed to by the County and another interested governmental entity or entities.

6-1000 **Standards and Criteria for Approval of Planned Unit Development.**

A. The PUD shall be **approved only if** the Board of County Commissioners finds that the development meets the following standards and criteria:
5. the development **will be in accordance with the Comprehensive Plan**, and any applicable intergovernmental agreement affecting land use or development;
8. undue **traffic congestion or traffic hazards will not result from the proposed PUD;** roadways, existing and proposed, are suitable and adequate to carry anticipated traffic within the proposed PUD and in the vicinity of the proposed PUD;
10. detrimental conditions will not result due to development on excessive slopes **or in geologic hazard areas;**

Section 7-200 **Development Design**

A. The following shall be considered **requirements** for development design.
14. The overall development design should **conform to the Comprehensive Plan**.

Section 8-508 **Referral Requirements**

12. The County Community Planning & Permitting Department shall **evaluate the application for conformance with the Comprehensive Plan**, these regulations, sound planning, and comments from the referral agencies and individuals.

Section 8-511 **Standards for Approval of a Permit Application**

B. Standards for **approval of all permit applications**
4. The **proposal will not cause unreasonable loss of significant agricultural lands as identified in the Comprehensive Plan**, or identifiable on or near the site.

A few supporting references from the BCCP analysis, 1-18-23 email.

Pg IN-3 C) **Relationship Between the Plan (BCCP) & the Boulder County Land Use Code.**

Review criteria for land use approval processes within the Boulder County Land Use Code (e.g., the Site Plan Review, Special Review and Limited Impact Special Review processes) ***require*** *that proposed uses be* ***consistent with the Plan***

pg PPA-2 (upper left) ***.....****land outside CSAs and their transition areas will remain rural; urban services will not be extended there, and* ***zoning will prohibit urban development*** *and densities*

pg PPA-3 (upper left) *Accordingly,* ***land use regulations*** *and a comprehensive* ***rezoning*** *were adopted to* ***implement the Plan's policy direction.***

pg PPA-3 (center left) *.....the NUPUD process and the comprehensive* ***rezoning*** *of rural areas outside Community Service Areas during* ***1985-1986*** *were implemented....*
(Kanemoto was not within a CSA until 1997. The 1985-1986 rezoning protection indicates the placement of the Kanemoto property into the LPA/CSA as a legal error.)

pg PPA-4 1.01 *Urban services should not be extended into the Plains Planning Area, and* ***zoning*** *should continue to* ***prohibit urban development***

Thank you,
Norman C Gee
1908 Redtop Ct
Longmont, CO 80503
303-772-7356

From:	Stolzmann, Ashley
To:	rprzybeck
Cc:	Hippely, Hannah; Springett, Natalie
Subject:	RE: Kanemoto Estates Easement
Date:	Sunday, August 6, 2023 6:48:54 PM

Thank you Ruth and Tom. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

From: rprzybeck <rprzybeck@gmail.com>
Sent: Sunday, August 6, 2023 12:10 PM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] Kanemoto Estates Easement

Commissioner:

We are writing in order to express my concerns and ask you to vote against the termination of the Kanemoto Estates Easement.

We own a home in Clover Creek (at the intersection of Dahlia Way and Airport Road. We are just a short distance from this proposed development site.

Over the years since we moved here, the traffic and noise on Airport Road has gotten heavier and noisier both during the day, at night and overnight. People exceed the 45 mph hour speed limit consistently (some traveling in excess of 65 miles per hour). Motorcycles and truck contribute to the traffic and noise pollution.

The proposed density of this project is obscene. This development will only contribute to the already awful Indianapolis speedway (aka Airport Road) and result in traffic accidents, injuries and a quiet environment.

Please vote no on the termination of the easement.

Ruth (and Tom) Przybeck
Wildrose Court
Clover Creek

Sent from Mail for Windows

From: Shakeel
To: LU Land Use Planner
Subject: [EXTERNAL] Kanemoto Estates Conservation Easement Termination
Date: Friday, August 4, 2023 3:12:56 PM

Boulder County Commissioners,

I am writing on behalf of myself and on behalf of the 30 members of LAUNCH: Longmont Housing, an alliance working in favor of housing affordability, great urban design and sustainable growth for Longmont. (https://www.timescall.com/2023/08/01/local-group-launch-longmont-housing-takes-off/)

The cost of housing is a choice. It is a choice we make every single day, when we decide whether or not we are going to build more housing or whether we will attempt to deny that change is happening. If we deny change, we will destroy everything that makes our communities great and convert them into enclaves of the rich and the elderly -- the only people who will be able to afford to live here.

We strongly support the termination of the Kanemoto Estates Conservation Easement. As you know, this easement was never intended to be perpetual. We have looked at the proposed Somerset Development and believe that it is exactly the sort of development that Longmont needs. It will contain a mix of types, forms and costs of housing. It is a development which is intended to prioritize the pedestrian and bike experience. And by being near a primary employer, it will reduce vehicular traffic in Longmont by converting car trips to that employer into walking and biking.

As Longmont grows into a larger city and Boulder County as a whole comes to terms with its popularity, it is time to move away from the politics of denial and the false belief that our change in our communities can be stopped in time.

It is time to embrace change, and build the best version of Longmont to ensure that we adapt to changing circumstances, changing economics, and a changing climate.

Shakeel Dalal
President, LAUNCH: Longmont Housing

From: Boulder County Board of Commissioners
To: Hippely, Hannah
Subject: FW: Kanemoto Estates Conservation Easement termination
Date: Wednesday, August 2, 2023 1:18:31 PM

From: Shellie Posniewski <shelliepos@hotmail.com>
Sent: Wednesday, August 2, 2023 1:17 PM
To: Boulder County Board of Commissioners <commissioners@bouldercounty.gov>
Subject: [EXTERNAL] Kanemoto Estates Conservation Easement termination

Dear Commissioners,

My name is Shellie Posniewski and my husband Michael and I have lived in the Clover Creek neighborhood since we purchased our home, new in 1998. We have lived in Colorado and paid our taxes for 31 years.

We are writing concerning the termination of the Boulder County Conservation Easement on the Kanemoto estate.

There is a ditch that runs right along this estate where the animals come down during the winter and summer too. There have been bears and cougars and fox and coyotes, eagles and raptors galore! This is an important area for when it is frozen in the high country.

Forty years ago, citizens with foresight took steps to protect this area West of the Diaganol Highway for those animals. If you build this development- you may expect to see many of these animals dead on that highway, as their needs will not be met in the development and they will continue looking and moving toward the East.

The developers are not honest people and the city ends up being in cohoots with them for the almighty dollar. We ended (SW Longmont) up paying the Mountain View fire tax for many years longer then was promised at the time it was added and we purchased our home. I wrote to the Times-Call about it and it was suddenly removed (coincidence-maybe) Our area of the city built many new fire stations that the rest of the city did not have to contribute to, these developers make promises, build a few roads and leave town. I have never minded paying my fair share of taxes but I can't pay for everything while they cash the big checks and move on to their next victims.

We also listen to the emergency vehicles that respond to all the accidents at the bottom of Airport Rd and the Diagonal Hwy day and night-it is reported that it is the most dangerous intersection in Colorado!

We live in Boulder County but it seems like only the City of Boulder is able to fight the rules and win when it comes to land, beauty and ecology.

We understand that this area will not stay pristine forever but there are many inconsistencies in this deal and dishonesty should *not* make a profit in this day and age of accountability. Please terminate.

Thank you for your time and consideration.

Shellie and Michael Posniewski 1911 Redtop Ct., Longmont CO 80503

From: Anastasia Way
To: LU Land Use Planner
Subject: [EXTERNAL] KARES against Kanemoto
Date: Wednesday, August 2, 2023 11:13:55 AM

Hi,

My name is Stacey, and I live in Southwest Longmont along the Airport Road corridor. Morning and evening traffic is horrendous, and the grocery stores are already overcrowded and the parking lots a mess.

Please do not allow the conversation easement for Kanemoto. Our community will not recover from it.

Stacey Way

From:	Stolzmann, Ashley
To:	Stacy Greene
Cc:	Hippely, Hannah; Springett, Natalie
Subject:	RE: NO to the termination of the Kanemoto Conservation Easement.
Date:	Tuesday, August 8, 2023 1:37:13 PM

Thank you so much for taking the time to provide us this feedback. We will incorporate your comments into the record.

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

From: Stacy Greene <sgreene1100@outlook.com>
Sent: Tuesday, August 8, 2023 12:54 PM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] NO to the termination of the Kanemoto Conservation Easement.

NO to the termination of the Kanemoto Conservation Easement.

Thank you so much!
Stacy Greene

From: Stolzmann, Ashley
To: Hippely, Hannah; Springett, Natalie
Subject: FW: [EXTERNAL] Kanemoto Estates Conservation Easement (CE)
Date: Tuesday, August 8, 2023 12:19:44 PM

Ashley Stolzmann
Boulder County Commissioner
(720)-668-2417

From: Stuart Motola <stuartmotola@gmail.com>
Sent: Tuesday, August 8, 2023 12:11 PM
To: Commissioner Stolzmann <commissioner.stolzmann@bouldercounty.gov>
Subject: [EXTERNAL] Kanemoto Estates Conservation Easement (CE)

Dear Commissioner Stolzmann,
I would like to voice my thoughts in opposition to the termination of the Kanemoto Estates Conservation Easement (CE).

As a Boulder County resident and local business owner of over 25 years, I have watched time and again the continued over-development of our precious area. It has honestly been quite heartbreaking.

While I am aware of the need to provide new housing to match the current demand, I do believe it is unfortunate that we do so on protected lands.

Boulder County has devoted a great deal of effort and prestige on creating open space, and it is precisely when the development pressures are great that the County Commissioners should fulfill their fiduciary obligations to maintain the conservation easements already in place.

The KE CE is also home to many species of wildlife. There are recent pictures of large animals with full racks of antlers, hawks hunting/mating/nesting, plus sightings of owls and other important wildlife.

What is being considered here is a dense, generic, box development where currently hawks soar, elks migrate, and citizens, who have for forty years relied on open space to enhance their lives, have had the reasonable expectation that the land they walk on with their families was protected in perpetuity by a conservation easement.

My hope is you will decide to not terminate the CE and honor your duties to protect this prestine open space.

Sincerely,
Stuart Motola

3095 Redstone Lane
Boulder, CO 80305

From:	Churchill, Jennifer
To:	LU Land Use Planner
Subject:	FW: [EXTERNAL] Opposed to Kanemoto Estates Conservation Easement Termination
Date:	Tuesday, August 1, 2023 12:33:46 PM

From: Taylor Glover <tg@huskysigns.com>
Sent: Friday, July 28, 2023 11:32 AM
To: Boulder County Board of Commissioners <commissioners@bouldercounty.gov>
Subject: [EXTERNAL] Opposed to Kanemoto Estates Conservation Easement Termination

This is a major wildlife corridor. Please leave some land for the animals.
also, quit having the public pay taxes to keep places wild and then turning around and building on them. anyone who votes yes on this, I will vote no for in the upcoming elections. Quit being greedy and leave some places wild. We like colorado because of the wild parts... not the apartment complexes.
--

From: Taylor Wicklund
To: LU Land Use Planner
Subject: [EXTERNAL] Kanemoto estates Conservation easement termination
Date: Thursday, August 3, 2023 6:05:32 PM

Boulder County Commissioners,

I write to you that I am disappointed we must have another meeting about this matter considering the conservation easement should have been lifted during the previous discussion on this matter. I am 33 years old and born and raised in Longmont and have seen my generation struggle for housing, stressed from an impending climate disaster and unable to find "third places" due to the lack of social interaction. The termination of the conservation easement is a step (of many) in the right direction.
We are facing a handful of serious crises in the community and the nation.
1. Housing Affordability
2. Social Cohesion crisis
3. Climate crisis

The Kanemoto Estates easement termination only allows this land to now be a part of Longmont and hence a potential future development that will help in the aforementioned crisis. I must remind you that a concept plan, site plan, and ultimately a vote from Longmont Council will have to approve any future development.
Overall, the current concept plan for a development on the Kanemoto Estates is very promising for the climate (energy efficient buildings and electrification with solar on site). Encouraging a car free lifestyle with basic necessities within walking distance and along a transit corridor to increase public transit use.
The concept plan also allows for "Third Places" that will help neighbors interact with one another and build relationships with a range of people rather than being stuck in the online "bubble". This is done from community spaces, small business nearby within walking distance and encouraging a walking culture with transit rather than devoted to a single occupancy vehicle.
Lastly, the concept plan hopes to build a range of middle tier housing that will encourage a neighborhood that has diversity of income, jobs, and people. This is especially needed in hopes of increasing the housing stock and density that Longmont desperately needs but also increase the development of the "missing middle" housing stock that has been discouraged for years due to specific governmental policies.

Once again, I will remind you. The vote you are taking is only to approve the easement termination. You are NOT approving the hopeful development that must still go through planning review, Planning and Zoning Commission, and ultimately a Longmont Council vote. I am hopeful of the approval of such a unique development to alleviate some of the aforementioned crises; however, it all must start with terminating the conservation easement. For the sake of the future generations, please approve the Kanemoto Estates Conservation Easement Termination.

Thank you for your tireless work you all do,
-Taylor Wicklund, Longmont Resident

From: tyler ammerman
To: LU Land Use Planner
Subject: [EXTERNAL] Kanemoto land not maintained
Date: Monday, July 17, 2023 2:07:51 PM

Good afternoon-
On the heels of the public hearing, I'd like to share that the developer is not maintaining the property. I heard him say it was not productive ag land (paraphrasing). Until they purchased the land, it was irrigated and produced hay. Now it is overrun with noxious thistle. The thistle is migrating into the Clover Creek common space, and undoubtedly other adjacent properties. Noxious weeds can be a costly issue for ag production, habitat health, and landscape care.

Thanks,
Tyler Ammerman

Sent from my iPhone

From: HM HM
To: LU Land Use Planner
Subject: [EXTERNAL] Kanemoto estates conservation easement termination
Date: Saturday, August 5, 2023 6:46:01 PM

The conservation easement at Kanemoto should not be terminated, ever. Nor should any other conservation easement. This would be a terrible precedent to set and only increase distrust of the boulder county commission. This action is deceptive to the residents and should not be legal. There are many other places to develop that are already in Longmont (such as the parcels west of Hobby Lobby, old sugar mill site, and many others). That this is being considered by the county is ludicrous and is completely against the goal to preserve open space. The county needs to provide an analysis as to why all the other abandoned or available properties in Longmont are unacceptable for this development. There is no data to support this parcel needs to be developed. Developing this location doesn't make any sense because it doesn't have any existing services (water, sewer, public transportation, trails, etc). Also curious why parcels adjacent to Boulder or Gunbarrel aren't being considered? Boulder has far more options for public transportation and greenway trails. Road congestion would be awful and another stop light cannot be installed on Airport Rd. This entire development is a terrible idea and a violation of agreements. Do the right thing and deny this request. Next time this may be proposed in your backyard, and you wouldn't allow it - SO DON'T ALLOW IT HERE.

EXHIBIT L

RANDALL WEINER
randall@weinercording.com

WEINER & CORDING

3100 Arapahoe Ave., Suite 202
Boulder, CO 80303
(303) 440-3321 *(tel)*
(720) 292-1687 *(fax)*

August 3, 2023

Conrad Lattes
Open Space County Attorney
5201 St. Vrain Road
Longmont CO 80503

Erica Rogers, Ass't County Att'y
Boulder County Attorneys' Office
1777 6th Street
Boulder, CO 80302

RE: Kamemoto Estates (Boulder County) Conservation Easement Termination

Mr. Lattes and Ms. Rogers:

This letter, on behalf Keep Airport Road Environmental & Safe ("KARES"), a coalition of Longmont citizens residing in the vicinity of Kanemoto Estates, follows the BOCC Kanemoto Estates Conservation Easement Termination hearing, July 6, 2023 (the "Termination Hearing"). We understand that there will be a continuation of the Termination Hearing on August 15, 2023.

First, and disturbingly, my clients report that the kanemoto-estates-conservation-easement-termination-staff-reprt-packet-bocc-20230706.pdf, prepared by Boulder County staff in anticipation of the Termination Hearing, omits over 30 individuals' legal comments of opposition and practical comments of opposition. All these individuals received a statement from Boulder County staff saying they "…will share them with the Board in the packet for the meeting." There have been no additions to the staff report on related Boulder County web pages. If another report exists somewhere else, it was not made available to the public. This procedural failure undermines the Termination Hearing and the public's trust that its comments are being considered.

Second, the Kanemoto Estates Conservation Easement is a "Significant Agricultural Land of National Importance." The natural resource assessment for agricultural lands for the proposed termination of the Kanemoto Estates Conservation Easement, customarily prepared by Boulder County's Ron West, has still not been shared with the public, and possibly even the Commission. Its absence is alarming, especially since Mr. West *recommended disapproval* of a recent proposal by Erica Bjelland to do earthwork and residential construction on the Juhl Wood residence in June, 2023 precisely because there were Significant Agricultural Lands at stake.

Finally, we are concerned that many other legal infirmities associated with the proposed easement termination have not been assessed by the Commission. Among those are:

- The 1982 Grant of Conservation Easement (the "1982 Grant") does not allow Boulder County to freely terminate the easement and requires both the Planning Commission and

County Commission to analyze whether termination is "consistent with the current … Boulder County Land Use Regulations." Staff (Hannah Hippely) improperly told the Commission that Boulder County could pass the required analysis to the City of Longmont. **There is no language in the 1982 Grant that allows Boulder County to forego its responsibility to apply the conditions of the BCCP and BCLUC to a termination proposal.**

- Land use documents executed around the same time as the easement show that this CE was intended to be perpetual. Once granted to the public in perpetuity,[1] the 1982 Kanemoto Estates conservation easement became subject to the charitable trust doctrine, supervised by the Colorado Attorney General for the benefit of the people of Colorado.[2]

- The Kan*https://www.gofundme.com/f/keep-airport-road-environmental-and-safe*emoto property should never have been included as a "receiving site" in the 1996 TDR IGA. Boulder's Land Use Code states that "a subdivided lot … recorded prior to 1994" should not be considered for a TDR/PUD receiving site. Code, § 6-700(J)(3).

- There has been no analysis of whether the Kanemotos obtained a Federal or Colorado tax benefit from its 1982 Grant. Operation of I.R.C. § 170(h) would prevent extinguishment of the easement if tax benefits were received, without approval of the relevant governmental body(ies).

KARES and its numerous supporters, including residents of more than twenty surrounding neighborhoods, have demonstrated resounding opposition to the termination of the Kamemoto Estates' conservation easement.[3]

We hope that our concerns will be considered by counsel before the upcoming August 17 hearing.

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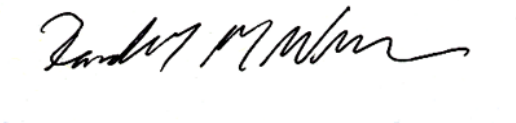
[1] Subdivision Plat, Film 1207, Rec. No. 494790 (dedication of improvements "to the use of the public forever"); Subdivision Agmt., 4/21/82 ("preservation of Outlot A, for agricultural purposes").

[2] McLaughlin, Nancy and Weeks, W. William, *In Defense of Conservation Easements: A Response to the End of Perpetuity*. Wyoming Law Review, Vol. 9, p. 34, 38-40 (2009); *Hicks v. Dowd*, 157 P.3d 914, 921 (Wyo. 2007); Restatement (Third) of Trusts § 28; and IVA William F. Fratcher, Scott on Trusts, § 364 (4th ed. 1989) ("A charitable trust is enforceable at the suit of the Attorney General"); *Mitchellville Comty. Ctr., Inc. v. Vos (In re Clement Trust)*, 679 N.W.2d 31, 37 (Iowa 2004) (same).

[3] *See, e.g.,* *https://www.gofundme.com/f/keep-airport-road-environmental-and-safe*
https://instagram.com/kareslegal?igshid=YmM0MjE2YWMzOA==
https://www.facebook.com/profile.php?id=100094574602623&mibextid=LQQJ4d

Respectfully,



Randall M. Weiner
Weiner & Cording
Attorneys for KARES

Cc: Brady Grassmeyer, Esq. (via email)
Kurt Morrison, Esq. (via email)