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February 23, 2023

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Planning and Development Services Department
City of Longmont
385 Kimbark Street
Longmont, Colorado 80501

Jennifer Hewett-Apperson
Senior Planner
Planning and Development Services Department
City of Longmont
385 Kimbark Street
Longmont, Colorado 80501

Re: ModernWest Parcel 2(Lot 2 Williams Conveyance Plat, 8876 Rogers Road
Longmont)

Dear Mr. Burchett and Ms. Hewett-Apperson,

We represent Modern West Longmont, LLC with respect to its proposed development in the City of Longmont which is in the MU-E zoning district and the Airport Influence Overlay Zone (the "Project").

The purpose of this letter is to ensure that any concerns regarding compatibility of the Project with Vance Brand Airport are addressed. We have reviewed the Project concept plan amendment materials, applicable zoning regulations, the Airport's Master Plan and applicable Federal AA guidance documents. We have also submitted a Notice of Proposed Construction (Form 7460-1) to the FAA.

FAA Grant Assurances

The Airport has previously raised concerns regarding compliance with FAA Grant Assurance 21. By accepting grants from the FAA, the Airport has agreed to comply with various grant assurances. Grant Assurance 21 states as follows:

Compatible Land Use. [The Airport] will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to

restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

The FAA notes that the purpose of this Grant Assurance “is for safe and efficient flight operations.” The relevant examples of land use compatibility tools identified by the FAA include land use zoning, structure height restrictions and aviation easements. The Project does not require any zoning changes and complies with the recommended height restrictions.

The Project Is Zoned MU-E

This Project is located in Longmont’s MU-E zoning district. The mixed-use zoning district is intended to provide a wide range of services and goods to meet household and business needs and also to accommodate and encourage a mix of residential and nonresidential uses to offer greater opportunities to live, work and play within close proximity.

The Project Is Within The Airport Influence Overlay Zone

The City has also established an Airport Influence Overlay Zone (“AIZ”) as part of its Land Development Code. The AIZ is applicable to the location where the Project is located. The purpose of the AIZ is to (a) protect the ongoing ability of the Airport to serve the city’s air transportation needs and protect the public investment in the airport; (b) minimize risks to public safety and minimize hazards to Airport users; (c) protect property values and restrict incompatible land use; and (d) promote appropriate land use planning and zoning in the area influenced by the Airport. To accomplish these purposes, the AIZ imposes a number of restrictions.

There is a use restriction which prohibits any use which will create an electrical interference with navigational signals for radio communication between the Airport and the aircraft, make it difficult for pilots to distinguish airport lights from others, result in glare for pilots using the airport, impair visibility in the vicinity of the airport or otherwise in any way create a hazard or endanger the landing, take-off, or maneuvering of aircraft using the airport. The Project as proposed does not violate any of the use restrictions.

The AIZ also contains a height limitation which provides that the Project must comply with the height limitations contained in FAA Regulation part 77. Part 77 establishes “conical surfaces” which radiate from the runway and protect aircraft from objects on the ground. The conical surface extending off the end of the Airport’s runway is established in a 40:1 plane. Here, the Project as proposed complies with all requirements of the MU-E zoning district and the AIZ. A copy of the

runway approach as it relates to the Project is attached hereto as Exhibit 1. In addition, the Notice of Proposed Construction submitted to the FAA will confirm that the proposed Project also conforms to the FAA's Part 77 height restrictions.

The Project as proposed does not violate the FAA Part 77 height requirements. Part 77 establishes "conical surfaces" which radiate from the runway and protect aircraft from objects on the ground. Structures are not permitted to penetrate these areas. Here, the Project is well within the permitted height requirements pursuant to Part 77 and the requested FAA height review will confirm this compliance.

The Project Is Compatible With FAA Noise Standards

The proposed Project is compatible with the FAA Noise Standards. The FAA uses a day-night average sound level (Ldn or DNL) as its community noise exposure metric. *See* CFR Part 150. LDN is defined as the average measured noise level over a 24-hour period. Recognizing that people are more sensitive to noise at night, noise level measurements taken between the hours of 10:00 pm and 7:00 am are increased by 10dB before averaging. The FAA considers any LDN higher than 65dB to be incompatible with residential communities. An LDN lower than 65dB is considered by the FAA to be compatible with all land uses, including residential. The FAA's land use compatibility chart is attached hereto as Exhibit 2.

The Airport has performed noise measurements to determine the extent to which its 65 LDN "noise contour" extends beyond its Airport boundaries. The Airport Layout Plan shows the applicable noise contours and the Airport's 65 LDN contour is almost entirely contained within the boundaries of the Airport. A copy of the Airport Layout Plan is attached hereto as Exhibit 3. The 65 LDN contour does not cover or even come near the site of the proposed Project. As such, the Project is compatible from a noise perspective.

To further protect the Airport, Modern West Longmont, LLC is agreeable to executing and recording an aviation easement in the form attached hereto as Exhibit 4. This is similar to other such easements which the City has approved. The recording of this document will ensure that the proposed development will remain compatible with the Airport into the future, and that the investment of the City and FAA in the Airport will remain secure.

The proposed Project area was annexed into the City in the late 90s and was originally zoned BLI (business light industrial). In 2017, Longmont adopted its Multimodal & Comprehensive Plan known as "Envision Longmont". Envision Longmont provides policy guidance for those officials making decisions regarding the long-range needs of the community. Envision Longmont includes a Future Land Use Plan which "defines where and how Longmont will grow over the next ten to twenty years and is accompanied by a discussion of the specific land use categories that are associated with different locations or types of places within the City." The area where the Project is located was designated as Mixed Use – Employment in the Future Land Use Plan which is intended to incorporate a range of employment uses as well as high density

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residential and live/work uses. This Project is consistent with the development characteristics including the density and scale guidelines applicable to the MU-E designation.

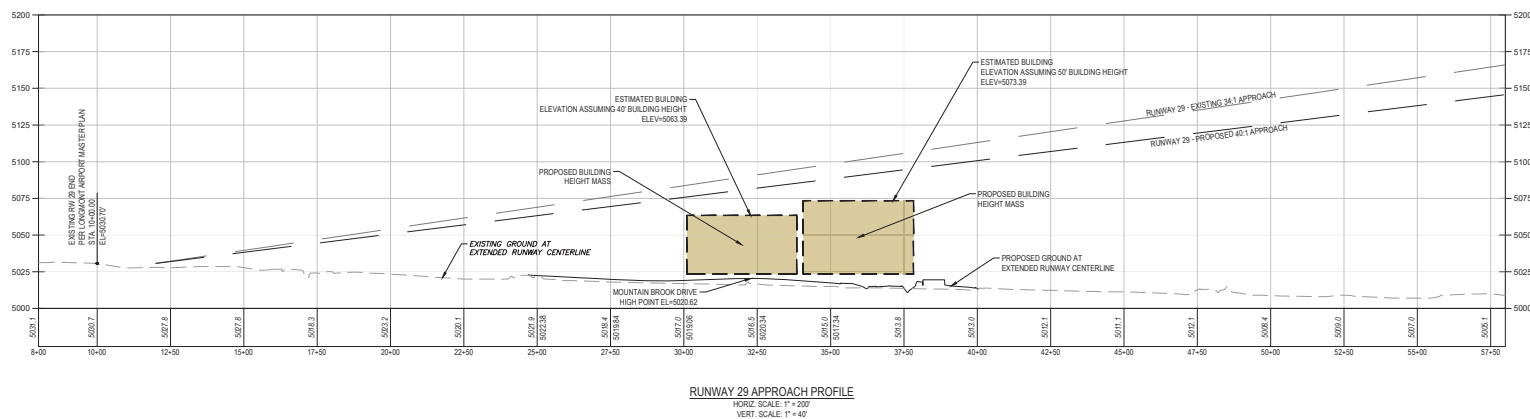
We appreciate your consideration of the issues addressed in this letter. The proposed Project is compliant with all applicable FAA and local rules, ordinances and regulations. If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,



Kimberly A. Bruetsch

KAB/hs
Exhibits 1-4



VANCE BRAND AIRPORT RUNWAY 29 APPROACH EXHIBIT
LOT 2 - WILLIAMS CONVEYANCE PLAT
8876 ROGERS ROAD, LONGMONT COLORADO
FEBRUARY 2023

eligibility for federal funding. This is not to be interpreted as a commitment to fund or otherwise implement mitigation measures in any particular area.²⁰

Exhibit 11-3. Land-Use Compatibility* with Yearly Day-Night Average Sound Levels

Land Use	Yearly DNL Sound Level (decibels)					
	<65	65-70	70-75	75-80	80-85	>80
Residential						
Residential, other than mobile homes and transient lodgings	Y	N (1)	N (1)	N	N	N
Mobile home parks	Y	N	N	N	N	N
Transient lodgings	Y	N (1)	N (1)	N (1)	N	N
Public Use						
Schools	Y	N (1)	N (1)	N	N	N
Hospitals and nursing homes	Y	25	30	N	N	N
Churches, auditoriums, and concert halls	Y	25	30	N	N	N
Governmental services	Y	Y	25	30	N	N
Transportation	Y	Y	Y (2)	Y (3)	Y (4)	Y (4)
Parking	Y	Y	Y (2)	Y (3)	Y (4)	N
Commercial Use						
Offices, business and professional	Y	Y	25	30	N	N
Wholesale and retail – building materials, hardware, and farm equipment	Y	Y	Y (2)	Y (3)	Y (4)	N
Retail trade, general	Y	Y	25	30	N	N
Utilities	Y	Y	Y (2)	Y (3)	Y (4)	N
Communication	Y	Y	25	30	N	N
Manufacturing and Production						
Manufacturing, general	Y	Y	Y (2)	Y (3)	Y (4)	N
Photographic and optical	Y	Y	25	30	N	N
Agriculture (except livestock) and forestry	Y	Y (6)	Y (7)	Y (8)	Y (8)	Y (8)
Livestock farming and breeding	Y	Y (6)	Y (7)	N	N	N
Mining and fishing, resource production and extraction	Y	Y	Y	Y	Y	Y

²⁰ Federal Interagency Committee On Noise: Federal Agency Review of Selected Airport Noise Analysis Issues (August 1992), page 3-7.

Land Use	Yearly DNL Sound Level (decibels)					
	<65	65-70	70-75	75-80	80-85	>80
Recreational						
Outdoor sports arenas and spectator sports	Y	Y (5)	Y (5)	N	N	N
Outdoor music shells, amphitheaters	Y	N	N	N	N	N
Nature exhibits and zoos	Y	Y	N	N	N	N
Amusements, parks, resorts, and camps	Y	Y	Y	N	N	N
Golf courses, riding stables, and water recreation	Y	Y	25	30	N	N

Source: 14 CFR part 150, Appendix A, Table 1

Note: Numbers in parentheses refer to the notes at end of the exhibit.

* The designations contained in this exhibit do not constitute a federal determination that any use of land covered by the program is acceptable or unacceptable under federal, state, or local law. The responsibility for determining the acceptable and permissible land uses and the relationship between specific properties and specific noise contours rests with the local authorities. The FAA determinations under 14 CFR part 150 are not intended to substitute federally determined land uses for those determined to be appropriate by local authorities in response to locally determined needs and values in achieving noise compatible land uses.

Y = Land use and related structures compatible without restrictions

N = Land use and related structures are not compatible and should be prohibited

25 or 30 = Land use and related structures generally compatible; measures to achieve Noise Level Reduction of 25 or 30 dBA (i.e., a weighted sound level) must be incorporated into design and construction of structure. Noise Level Reduction is the amount of noise reduction in decibels achieved through incorporation of building sound insulation treatments (between outdoor and indoor levels) in the design and construction of a structure (14 CFR § 150.7). Building sound insulation treatments typically consist of acoustical replacement windows and doors.

(1) Where the community determines that residential or school uses must be allowed, measures to achieve outdoor to indoor noise level reduction of at least 25 dBA and 30 dBA should be incorporated into building codes and be considered in individual approvals. Normal residential construction can be expected to provide a noise level reduction of 20 dBA, thus, the reduction requirements are often stated as 5, 10 or 15 dBA over standard construction and normally assume mechanical ventilation and closed windows year round. However, the use of noise level reduction criteria will not eliminate outdoor noise problems.

(2) Measures to achieve noise level reduction of 25 dBA must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

(3) Measures to achieve noise level reduction of 30 dBA must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

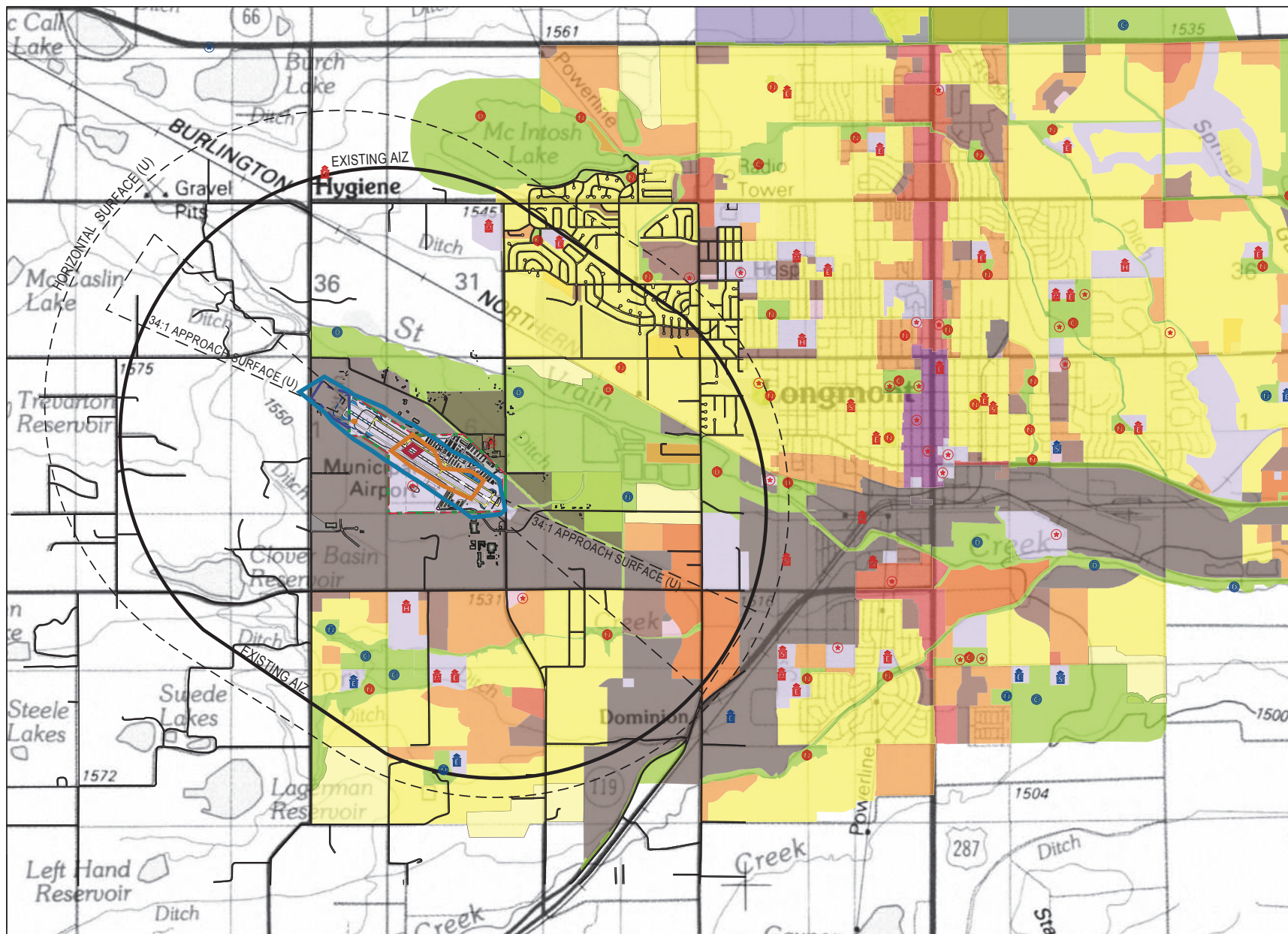
(4) Measures to achieve noise level reduction of 35 dBA must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

(5) Land use compatible provided special sound reinforcement systems are installed.

(6) Residential buildings require noise level reduction of 25 dBA.

(7) Residential buildings require noise level reduction of 30 dBA.

(8) Residential buildings not permitted.



LEGEND

- ULTRA LOW DENSITY RESIDENTIAL
- VERY LOW DENSITY RESIDENTIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- NEIGHBORHOOD COMMERCIAL
- MULTI-NEIGHBORHOOD COMMERCIAL
- CENTRAL BUSINESS DISTRICT
- REGIONAL COMMERCIAL
- STRIP COMMERCIAL
- MIXED USE CORRIDOR
- INDUSTRIAL/ECONOMIC DEVELOPMENT
- PUBLIC AND QUASI-PUBLIC
- OPEN SPACE OUTSIDE LPA

COMMUNITY FACILITIES

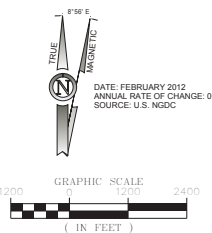
- | EXISTING | FUTURE | |
|----------|--------|-------------------|
| | | NEIGHBORHOOD PARK |
| | | COMMUNITY PARK |
| | | DISTRICT PARK |
| | | ELEMENTARY SCHOOL |
| | | MIDDLE SCHOOL |
| | | HIGH SCHOOL |
| | | SPECIAL SCHOOL |
| | | OTHER FACILITY |

- EXISTING AIRPORT INFLUENCE ZONE (AIZ)
- PART 77 SURFACE
- 65 DNL CONTOUR
- 70 DNL CONTOUR
- 75 DNL CONTOUR

NOTE: THE 65, 70, AND 75 DNL NOISE CONTOURS WERE GENERATED BY THE FAA INTEGRATED NOISE MODEL, VERSION 7.0, UTILIZING YEAR 2020 OPERATIONAL AND FLEET MIX DATA.

NOTES:

- RUNWAY 11/29 IS SHOWN AT THE ULTIMATE PROPOSED LENGTH OF 5800 FEET.
- BASE MAPING AND DATA FOR THIS PLAN WERE COMPILED USING HISTORICAL MAPING, USGS TOPOGRAPHIC MAPS, AND OTHER RELEVANT INFORMATION. THIS DRAWING IS FOR PLANNING PURPOSES ONLY. EXACT LOCATIONS SHALL NOT BE ASSUMED. THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION.
- LAND USE AND FACILITIES MAPING FOR LONGMONT COMPREHENSIVE PLAN MAP, DATED 8/26/2003 (INCLUDES AMENDMENTS THROUGH 7/27/2010).
- SPONSOR'S COMPATIBLE LAND USE ORDINANCE NUMBER IS 94-16, AND WAS ENACTED MAY 10, 1999.



DATE: FEBRUARY 2012
ANNUAL RATE OF CHANGE: 0.8" W.
SOURCE: U.S. NGDC

JVIATION



VANCE BRAND MUNICIPAL AIRPORT
LONGMONT, COLORADO

AIRPORT LAYOUT PLAN

DES: JMG
DR: LMR
CH: CJB
APP: TLV

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION

DRAFT

AIRPORT/COMMUNITY LAND USE COMPATIBILITY PLAN

AIP PROJ. NO. 3-08-0040-12

JVIATION PROJ. NO. LMO AIP-12

DATE: FEBRUARY 18, 2012

EXHIBIT 3
SHEET NO.
12 of 13

AVIGATION AND HAZARD EASEMENT

WHEREAS, _____, hereinafter called Grantor, is the owner in fee of that certain parcel of land known as Parcel _____ which is situated in the City of Longmont, State of Colorado in the vicinity of the Vance Brand Airport and is more particularly described on Exhibit "A," attached hereto and made a part of this Avigation and Hazard Easement by reference, hereinafter called "Grantor's Property," and,

WHEREAS, THE CITY OF LONGMONT, Colorado, hereinafter called "Grantee," owns and operates the Vance Brand Airport, hereinafter called "the Airport," and is the sponsor of the Airport under the terms of the federal Airport and Airway Improvement Act,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for himself, his heirs, administrators, personal representatives, successors and assigns, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the use and benefit of the public, an easement and right-of-way appurtenant to the Airport, including any additions thereto hereafter made by the Grantee or its successors and assigns, for the unobstructed use and passage of all types of aircraft ("aircraft" being defined for purposes of this instrument as any device now known or hereafter developed, invented, designed or used for navigation of or flight in air) by whomsoever owned or operated, in and through the air space above the surface of Grantor's Property and to an infinite height above said Grantor's Property, together with the right to cause, in all air space above the surface of Grantor's Property, such noise and vibrations; smoke and fumes; deposits of dust, fuel particles, and other particulate matter; and any and all other effects which may be incident to or caused by the normal operation of aircraft taking off, landing, or otherwise operating at or on the Airport, twenty four (24) hours a day, three hundred and sixty five (365) days per year.

Grantor hereby waives, remises and releases any right or cause of action or claim for damages which he may now have or which he may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, smoke, fumes, deposits of particulate matter, lights and radio emissions from aircraft and/or the Airport, and all other effects which may be caused or may have been caused by the operation of aircraft landing at, taking off from, or operating at or on the Airport. Nothing stated in the foregoing waiver, grant, and release shall divest the Grantor, his heirs, personal representatives, successors and assigns from any right or cause of action for damages to any person or property resulting from the unlawful or negligent operation of any aircraft at any altitude over and across Grantor's Property.

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantor's Property of any building, structure, tree or other object extending into the air space above the surface of Grantor's Property above _____ feet above ground level and to remove from said airspace or, at the sole option of the Grantee, as an alternative, to mark and light as an obstruction to air navigation, any such building, structure, tree or other object now upon, or which the future may be upon, Grantor's Property, together with the rights of reasonable ingress to, egress from, and passage over Grantor's Property for the purposes of prevention, removal, marking and lighting.

The easement and right-of-way shall afford the Grantee the following rights:

1. The right to prevent the erection or growth into the airspace within the easement of any natural or artificial object, tree, or vegetation;
2. The right to remove or alter from the airspace within the easement, or, at the sole option of the Grantee, as an alternative, to mark and light as an obstruction to air navigation, any such object now or in the future upon the Property within the easement;
3. The right of reasonable ingress and egress to and from the easement over the Property for the aforesaid purposes upon reasonable notice;
4. On those occasions, if any, when it is necessary for the Grantee to come upon the Property for the purpose of trimming any tree, bush, vegetation, or other natural or artificial object encroaching within the easement herein granted, the right to cut back or trim said vegetation ten (10) feet below the easement herein granted to accommodate future growth of said vegetation.

TO HAVE AND TO HOLD said easement and right of way, with all rights appertaining thereto, unto the Grantee, its successors and assigns until the Airport shall be abandoned and shall cease to be used for public airport purposes.

FURTHER, for the consideration set forth above, Grantor, for himself, his heirs, administrators, personal representatives, successors, and assigns, hereby agrees and covenants that for and during the life of said easement and right-of-way, he shall not erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's Property any building, structure, tree or other object extending into the aforesaid prohibited air space and he shall not use or permit or suffer the use of Grantor's Property in such a manner as to create electrical interference with radio communication between any installation upon said Airport and aircraft, or engage in smoke generating activities, the creation or maintenance of hazardous wildlife attractants, or as to make it difficult for flyers to distinguish between airport lights and other lights, or as to impair visibility in the vicinity of the Airport, or as to operate drones or other manned or unmanned flying devices that may interfere with aircraft or the Airport, or as to otherwise endanger the landing, taking off, or maneuvering of aircraft.

FURTHER, Grantor recognizes and hereby agrees and covenants, for himself, his heirs, administrators, personal representatives, successors and assigns, to comply with the Federal Aviation Administration ("FAA") regulation Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace) including the submittal of FAA form 7460-1 (Notice of Proposed Construction or Alteration) prior to undertaking any construction or alteration of Grantor's Property. If the FAA form 7460-1 identifies an obstruction that may adversely affect aviation safety, the easement and right of way hereby granted includes the continuing right in the Grantee to prevent such construction or alteration of Grantor's Property.

The aforesaid covenants and agreements shall run with the land and shall be forever binding upon the heirs, administrators, personal representatives, successors and assigns of the Grantor.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, _____, the Grantor, has hereunto set his hand and seal this ____ day of _____, 20__.

By: _____
Name: _____

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

SUBORDINATION

In consideration of the premises and to assure Grantee of the continued benefits accorded it under this Avigation and Hazard Easement, _____, Mortgagee/Obligee/Lien Holder/Lender, identified in the Mortgage/Deed of Trust, dated _____, _____ and recorded at Book _____, Page _____ of the records of the Boulder County Clerk and Recorder, and associated documents covering Grantor's Property, above-described, does hereby covenant and agree that said Mortgage/Deed of Trust shall be subject to and subordinate to this Avigation and Hazard Easement and the recording of this Avigation and Hazard Easement shall have preference and shall be superior to said Mortgage/Deed of Trust, irrespective of the date of making or recording of said security instrument(s).

Mortgagee/Obligee/Lien Holder/Lender

By its: _____
(Title)

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ (Name), _____ (Title) and authorized representative of _____, a _____ on behalf of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

[GRANTOR'S PROPERTY LEGAL DESCRIPTION]