DRAFT AGENDA

TOWN OF LYONS

7:00 P.M., TUESDAY, JANUARY 3, 2017

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

I. Roll Call And Pledge Of Allegiance

II. Reflective Moment Of Silence

III. Approval Of The Agenda

IV. Sgt. Bill Crist, Boulder County Sheriff's Office Report

V. Staff Reports (15 Min)

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

VII. Boards And Commissions

VIII. Consent Agenda

VIII.1. Cover Letter For Resolution 2017-03

Documents:

1 HIRA COVER LETTER_BOT_JAN 3.PDF

VIII.1.a. Resolution 2017-3 Approving HIRA Contract With Amec Foster Wheeler

Documents:

2 RESOLUTION 2017-3 APPROVING HIRA PSA WITH AMEC FOSTER WHEELER.PDF

VIII.1.b. HIRA Professional Services Agreement For Amec Foster Wheeler

Documents:

3 HAZARD IDENTIFICATION RISK ASSESSMENT PSA (AMEC FOSTER WHEELER) CLEAN.PDF

VIII.2. Resolution 2017-1 - Cover Sheet
a Resolution Designating the Original Public Notice Location and the Official Newspapers of General Circulation for the Town of Lyons, Colorado

Documents:

RESOLUTION 2017-1-COVER SHEET - OFFICIAL PAPER AND POSTING.PDF

VIII.2.a. Resolution 2017-1

Documents:

RESOLUTION 2017-1 OFFICIAL PUBLIC NOTICE AND PAPER.PDF

VIII.3. Resolution 2017-2 - Cover Sheet

a Resolution Adopting a Classification and Pay Plan for the Employees of the Town of Lyons, Colorado

Documents:

RESOLUTION 2017-2 COVER SHEET - COMPENSATION AND CLASSIFICATION SCALE.PDF

VIII.3.a. Resolution 2017-2

Documents:

RESOLUTION 2017-2 - ADOPTING A CLASSIFICATION AND PAY PLAN FOR THE EMPLOYEES OF THE TOWN OF LYONS.PDF

VIII.3.b. Resolution 2017-2 - Supporting Documentation

Documents:

RESOLUTION 2017-2 BACKUP INFORMATION.PDF

VIII.4. Accounts Payable BOT Report

Documents:

BOT PAYABLES 01032017.XLSX

VIII.5. December 21, 2016 Special BOT Meeting Minutes

Documents:

DEC 21 SPECIAL MEETING MINUTES.PDF

IX. General Business

IX.1. A Proclamation By The Board Of Trustees Of The Town Of Lyons, Colorado Committing To A Dialogue Of Inclusivity And To Respecting The Rights And Beliefs Of All Citizens

Documents:

INCLUSIVE COMMUNITY PROCLAMATION.PDF

IX.2. Resolution 2017-4 - Cover Sheet

a Resolution Confirming that the Town of Lyons Board of Trustees Adopted the Lyons Recovery Action Plan on March 31, 2014 and Re-adopting the Lyons Recovery Action Plan

Documents:

RESOLUTION 2017-4 COVER SHEET.PDF

IX.2.a. Resolution 2017-4

Documents:

RESOLUTION 2017-4 LRAP ADOPTION.PDF

IX.2.b. Resolution 2017-4 - Supporting Documentation

Documents:

LRAP APPROVAL SUPPORTING DOCUMENTATION 2014-24.PDF
LRAP SUPPORTING DOCUMENTATION MINUTES MARCH 31, 2014.PDF

X. Items Removed From The Consent Agenda

XI. Trustee Reports

XII. Summary Of Action Items

XIII. Executive Session

This is an Executive session pursuant to C.R.S. Sections 24-6-402(4)(a), 24-6-402(4)(e), and 24-6-402(4)(b), for the purpose of discussing the possible purchase, acquisition, or transfer of a real or personal property interest; determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators; and receiving legal advice from attorneys representing the Town on specific legal questions, and specifically, discussing the possible purchase, acquisition, or transfer of real property interests in the decommissioned Longmont water treatment plant, instructing negotiators regarding such possible acquisition or transfer, and obtaining advice as needed from the Town Attorney on related legal issues.

XIV. Adjournment

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

Meeting Date: January 3, 2017

Subject: A RESOLUTION (2016-94) AWARDING THE CONTRACT OF THE TOWN OF LYONS HAZARD IDENTIFICATION & RISK ASSESSMENT

Presenter: Matt Manley, Flood Recovery Planner

Background Information:

The Town of Lyons has successfully completed a process for soliciting proposals in an effort to identify a preferred consultant team to perform a Hazard Identification & Risk Assessment (HIRA). The funds for this project were awarded to the Town of Lyons through a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant which is being administered by the Colorado Department of Local Affairs (DOLA). In August of this year, the Town entered into a grant agreement with the State to accept the funds that will be used to pay for these services.

The purpose of this study is to create a document that will enable the Town of Lyons and its residents to understand areas of vulnerability to hazards and identify actions that can be taken to reduce local risks. The tasks associated with the HIRA will involve completion of background and technical data collection and analysis and coordination with Town staff and other local stakeholders to develop a HIRA that is compliant with FEMA, the Colorado Division of Homeland Security & Emergency Management and DOLA. The HIRA will provide the groundwork for establishing goals and policies for hazard mitigation. The study is intended to be a new, integrated resource, developed specifically for the Town of Lyons and in accordance with the Disaster Mitigation Act of 2000. The HIRA shall: inventory assets; identify and provide detailed data regarding hazards; analyze risks (potential impacts and estimated losses of each hazard); and assess the Town's overall vulnerability.

Amec Foster Wheeler's staff will be assisted by a Planning Team consisting of key members of the Town Staff. This Planning Team will meet periodically throughout the project and help to coordinate a final meeting where the HIRA findings will be presented to the public.

An RFP for this project was written by Town Staff (started by Jacque Watson and then handed off to Toby Russell). The RFP was posted on October 20, 2016 via the Rocky Mountain E-bids System.
On November 21, 2016, the Town received two (2) proposals for the project:

- Amec Foster Wheeler
- Wright Water Engineers

A selection team comprised of 5 staff members was compiled to review the submissions and recommend a preferred consultant team to the Board of Trustees. Members of the selection committee included:

- Victoria Simonsen
- Dave Fenity
- Matt Manley
- Joe Kubala
- Amy Lynn

Each selection team member received one copy of each of the proposals on Wednesday, November 23, 2016 (the day before Thanksgiving). The selection team members had one week to review and score the proposals before meeting as a group on Wednesday, November 30, 2016. During this meeting, the 5 team members discussed their perspectives of the various proposals. Each team member submitted their weighted scores for each firm's submission. The scores were averaged and the team members were comfortable recommending the highest scoring firm (assuming the reference checks would provide favorable results). The final average scores were:

Amec Foster Wheeler | 92.1 Wright Water Engineers | 88.3

References were called during the first week of December and Amec Foster Wheeler came highly recommended. Logan Sands with DOLA also reviewed the proposals and suggested we ask for sample reports just to be sure. A sample report was requested from each firm and a review of the sample reports resulted very positively for Amec Foster Wheeler. Given the alignment of positive scores from the selection team, solid references and a superb sample review, Town Staff was very confident moving forward with a recommendation for Amec Foster Wheeler to be contracted to perform the HIRA for Lyons. Wright Water Engineering received a phone call and a debriefing interview from Matt Manley.

Amec Foster Wheeler's financial solvency is being checked by staff as part of this process. An AIA A305 form has been requested. Additionally, AFW provided the following forms:

- Affirmative Steps Taken
- Certificate of Compliance
- W-9
- Proposal Acknowledgement Form

Amec Foster Wheeler proposed a budget of $29,960 for this project. The overall budget for the grant is $30,000.

<u>Staff Recommendation:</u> Award of contract to Amec Foster Wheeler for the Town of Lyons Hazard Identification & Risk Assessment (HIRA)

TOWN OF LYONS, COLORADO
RESOLUTION 2017-3

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC. FOR DEVELOPMENT OF A HAZARD IDENTIFICATION AND RISK ASSESSMENT

WHEREAS, the Town of Lyons ("Town") is authorized to contract for performance of necessary public services; and

WHEREAS, the Town desires to have a hazard identification and risk assessment ("HIRA") developed by an independent contractor exercising independent judgment and authority in administering and enforcing the Town's programs and policies under the general supervision of the Town; and

WHEREAS, in accordance with the Town's purchasing policies, the Town solicited proposals for the development of a HIRA for the Town of Lyons; and

WHEREAS, the full request for proposal was posted via the Rocky Mountain E-Bids system; and

WHEREAS, the Town received proposals from qualified firms or entities, and those proposals were reviewed by Town staff; and

WHEREAS, after reviewing all proposals, Town staff has determined that the proposal submitted by Amec Foster Wheeler Environment & Infrastructure, Inc. ("Proposal") qualifies that company as the lowest responsible bidder; and

WHEREAS, the Proposal has been incorporated into a proposed professional services agreement between the Town and Amec Foster Wheeler Environment & Infrastructure, Inc. ("Contractor"), a copy of which is attached to this Resolution ("Agreement") as **Exhibit 1**; and

WHEREAS, the Agreement establishes a compensation method based on Contractor's hourly rates and the estimated time to complete the HIRA; and

WHEREAS, the Agreement shall take effect on January 2, 2017 and shall remain in effect until December 31, 2017 or until the Agreement is otherwise terminated pursuant to the terms of the Agreement; and

WHEREAS, the Town of Lyons Board of Trustees desires to award the bid to and approve the Professional Services Agreement with the Contractor, and authorizes the Mayor to execute such Agreement on behalf of the Town.

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

Section 1. The Town Board of Trustees hereby (a) awards the bid for the development of a Hazard Identification and Risk Assessment for the Town of Lyons Building Services to Amec Foster Wheeler Environment & Infrastructure, Inc.; (b) approves the Professional Services Agreement with Amec Foster Wheeler Environment & Infrastructure, Inc. in substantially the

form attached hereto; (c) authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the Agreement that does not increase the obligations of the Town; and (d) authorizes the Mayor to execute the Agreement and the Town Clerk to attest the Agreement when in final form.

Section 2. This Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of January 2017.

TOWN OF LYONS

By:_____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, Town Clerk

EXHIBIT 1
PROFESSIONAL SERVICES AGREEMENT

Town of Lyons
PROFESSIONAL SERVICES AGREEMENT

Project Name: Hazard Identification and Risk Assessment

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 2nd day of January 2017, by and between the **TOWN OF LYONS, COLORADO**, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "**Town**"), and **AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.**, a Nevada corporation authorized to do business in the State of Colorado with a principal office address of 1105 Lakewood Parkway, Suite 300, Alpharetta, GA 30009 (the "**Contractor**"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

WITNESSETH

WHEREAS, the Contractor has local offices at 1942 Broadway, Suite 314, Boulder, Colorado 80302, which will be the primary contact and office location for purposes of this Agreement; and

WHEREAS, the Town requires certain professional services, including the development of a hazard identification and risk assessment ("HIRA"), as more fully described in **Exhibit A**; and

WHEREAS, the Town issued a Request for Proposals for the services which are the subject of this Agreement; and

WHEREAS, the time for submittal of proposals has passed; and

WHEREAS, the Town has identified the Contractor as the most qualified responsible bidder; and

WHEREAS, the Contractor represents that it possesses the necessary qualifications to perform these services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

1.0 SERVICES AND PURPOSE OF AGREEMENT

1.1 Services. The Town desires to achieve, secure, receive, or obtain certain service(s) or work product(s) as more specifically described in **Exhibit A** (the "Services"). **Exhibit A** describes the requirements and deliverables required by this Agreement and is attached hereto and incorporated herein by reference. As an independent contractor, the Contractor offers and agrees to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to

the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

1.2 Town Representative. The Town assigns Matthew Manley, Flood Recovery Planner, as the Town Representative for this Agreement. The Town Representative will monitor the Contractor's progress and performance under this Agreement and shall be available to the Contractor to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.

1.3 Contractor Representative. For purposes of this Agreement, Jeff Brislawn, Project Manager/Hazard Mitigation Lead/Senior Associate, or his designee will be the Contractor's representative.

1.4 Changes to Services. Any changes to the Services that are mutually agreed upon between the Town and the Contractor shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages. If agreed to by both Parties, Contractor will, within a reasonable time period, provide to the Town in writing a price and modification to services for the proposed addition to Services.

1.5 Meeting Attendance. The Contractor shall attend such meetings of the Town relative to the Scope of Work set forth in **Exhibit A** as may be requested by the Town. Any requirement made by the named representatives of the Town shall be given with reasonable notice to the Contractor so that a representative of the Contractor may attend.

1.6 Agreement to Comply with Requisite Provisions Based On Funding Source. If checked below, the Town will pay in whole or in part for the Services rendered hereunder with federal or State based grant funding. Contractor agrees to comply with all provisions set forth in any Attachment as noted and if checked.

☐ Federal Emergency Management Agency's ("FEMA") Grant Program Requirements for Procurement Contracts if FEMA funding is used for the Work.

☒ Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) Requirements for Contracts if CDBG-DR funding is used for the Work.

☐ Department Of Commerce Economic Development Administration ("EDA") Requirements for Procurement Contracts if EDA funding is used for the Work.

1.7 Lawful Performance. It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

2.0 COMPENSATION

2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed **Thirty Thousand Dollars ($30,000.00)** unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

A. Method of Compensation. The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology and amounts described in **Exhibit B** subject to the not to exceed amount set forth in this Section. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Scope of Work completed. Progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all improvements embraced in this Agreement.

B. Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work or Services as set forth in **Exhibit A**. The total amount of final payment shall consist of the compensation set forth in paragraph 2.1, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor.

C. Should work beyond that described in **Exhibit A** be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies.

D. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

2.2 Reimbursable Expenses. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses. If the Agreement is for compensation based on a time and materials methodology, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- ☒ None
- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services

- ☐ Postage and Delivery Services
- ☐ Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

2.3 Increases in Compensation or Reimbursable Expenses. Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.

2.4 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.

2.5 Town Dispute of Invoice or Invoiced Item(s). The Town may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE

The Contractor offers to perform the Services in accordance with the following Contractor-elected practices and procedures. By this Agreement, the Town accepts such offer and the following are hereby made part of the terms and conditions of this Agreement:

3.1 General. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from the Town Representative and the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. The Contractor shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.

3.3 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town ; and the Contractor will reimburse the Town for any award, judgment, or

fine against the Town based on the position the Contractor was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.

3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

3.6 Standard of Performance. In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or subcontractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within **Exhibit A**. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.

3.7 Review of Books and Records. The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

3.8 Licenses and Permits. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

3.9 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.10 Employment of or Contracts with Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.

3.11 Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and/or other data supplied to the Contractor (by the Town or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall be effective on the **3rd of January, 2017 at 12:01 a.m.**, (the "Effective Date") and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or **11:59 p.m. on the 31st of December, 2017**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, which include indemnification obligations and any warranty obligations, shall remain in effect past termination.

4.2 Continuing Services Required. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Administrator, the Town Representative, or other Town employee expressly authorized in writing to direct the Contractor's services.

4.3 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and

C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

4.4 Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 4.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-

performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

4.5 Unilateral Suspension of Services. The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.

4.6 Delivery of Notice of Termination. Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either Town or Contractor at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

5.0 INSURANCE

5.1 Insurance Generally. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); or

☒ The Contractor shall secure and maintain the following ("Required Insurance"):

☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000.00) each occurrence and of Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee

acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars ($1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

5.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:

A. For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.

B. For both Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Contractor shall provide such notice as soon as reasonably practicable and in no event less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3 Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

5.4 Insurance Certificates. Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The Town may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.

6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third-party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:

A. The Contractor shall not be entitled to and shall not defend such claim; and

B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and

C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and

D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the Town shall indemnify and hold Contractor harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.

6.3 Indemnification for Certain Claims. For any claim not within the scope of Section 6.2 above, Contractor expressly agrees to indemnify and hold harmless the Town, and any of its council members, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Contractor or any of its employees, agents, or others acting on Contractor's behalf in performance of the Services. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by the Contractor to indemnify or hold the Town, its elected officials, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the Town, its elected officials, boards, commissions, officials, officers, agents, Contractors, attorneys, or employees. The Contractor's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

6.4 Defense of Claims.

A. Claims Against Both the Town and Contractor. In the event any claim is asserted by a third-party against both the Town and Contractor arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Town shall be entitled to elect to defend such claim on behalf of both the Town and Contractor subject to the provisions governing indemnification set forth in this Section. In the event that the Town elects to defend such claim, the Town shall consult with Contractor in such defense but the Town is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the Town elects to defend such claim, Contractor may at its own cost and expense elect to assume the defense of Contractor, in which case Contractor shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

B. Claims Against Only One Party. In the event of any claim asserted by a third party against only one Party to this Agreement arising out of any Party's performance of

the Services, which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the Services or any claim that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

7.0 RECORDS AND OWNERSHIP OF DOCUMENTS

7.1 Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town 's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

7.2 Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or

court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

7.4 Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in CORA and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

8.0 FORCE MAJEURE

Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if and only to the extent that such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of or were not aggravated by the acts or omissions of the non-performing or delayed party.

9.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

A. Suspending the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

B. Withholding payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

C. Denying payment for those services which have not been satisfactorily performed and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

D. Terminating this Agreement in accordance with this Agreement; and/or

E. ☐ Other remedies as may be provided by attached addendum or addenda.

The foregoing remedies are cumulative, and the Town in its sole discretion may exercise any or all of the remedies individually or simultaneously.

10.0 MISCELLANEOUS PROVISIONS

10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a

waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

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

10.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.3 shall not authorize assignment.

10.4 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, subconsultant or subcontractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

10.5 Article X, Section 20/TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Lyons, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

10.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the

language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

10.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

10.8 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

10.9 Interpretation and Mutual Negotiation. It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either Contractor or Contractor's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.

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

10.11 Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

10.12 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and the Contractor.

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

10.14 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

10.15 Notices. Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the Town :	**If to Contractor**:
Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	AMEC FOSTER WHEELER Environment & Infrastructure, Inc. Attn: Jeff Brislawn 1942 Broadway, Suite 314 Boulder, CO 80302
With Copy to: Lyons Town Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

10.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

11.0 ATTACHMENTS

The following are attached to and incorporated into this Agreement by reference:

- ☒ Exhibit A: Scope of Work
- ☒ Exhibit B: Compensation
- ☒ Attachment A: Contractor's Certificate(s) of Insurance
- ☒ Attachment B: Contractor Proof of Professional Licensing
- ☒ Attachment C: Lyons Primary Planning Area Map
- ☒ Attachment D: Colorado Community Development Block Grant Disaster Recovery Program Funds Requirements for Contracts
- ☒ Attachment E: Patent Rights (Small Business Firms and Non-Profit Organizations)
- ☐ Other

12.0 AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Lyons and the Contractor and bind their respective entities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees
☐ Not Required
By: _____
Mayor or Mayor Pro Tem

Approval by Town Administrator
☐ Not Required
By: _____
Victoria Simonsen, Town Administrator

ATTEST:

_____
Debra K. Anthony Town Clerk

APPROVED AS TO FORM (*Excluding Exhibits*)
☐ Not Required

_____
For Town Attorney's Office

CONTRACTOR:

By: _____

Printed name:_____

Its:_____

STATE OF)
COUNTY OF) ss.
The foregoing Professional Services Agreement was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

My commission expires: _____.

_____
Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

EXHIBIT A
SCOPE OF SERVICES

DEFINITIONS

"BCHMP" means the Boulder County Hazard Mitigation Plan as amended from time to time.

"Contractor" means Amec Foster Wheeler Environmental & Infrastructure, Inc., a Nevada corporation authorized to conduct business in Colorado with a principal office address of 1105 Lakewood Parkway, Suite 300, Alpharetta, GA 30009 and a local office address of 1942 Broadway, Suite 314, Boulder, CO 80302.

"DHSEM" means the Colorado Department of Homeland Security and Emergency Management.

"DOLA" means the Colorado Department of Local Affairs.

"DMA 2000" means the Disaster Mitigation Act of 2000 (Public Law 106-390) as codified in Chapter 68 of Title 42 of the United States Code.

"FEMA" means the Federal Emergency Management Agency.

"GIS" means geographic information system(s).

"HIRA" means Hazard Identification and Risk Assessment.

"RiskMAP" means the mapping, assessment and planning program used by the Colorado Water Conservation Board.

"CWCB" means the Colorado Water Conservation Board.

"CHAMP" means the Colorado Hazard Mapping Program developed by the Colorado Water Conservation Board.

"Hazus-MH" means the GIS software used and developed by FEMA that maps and displays hazard data and the results of damage and economic loss estimates for buildings and infrastructure and allows estimates of the impact of flooding on populations.

"Planning Area" means the jurisdiction of the Town of Lyons and the Lyons Primary Planning Area, which is shown on the Lyons Primary Planning Area Map attached hereto and incorporated herein by reference.

"STAPLEE" means social, technical, administrative, political, legal, economic, and environmental factors as used and otherwise defined by FEMA.

SUMMARY OF APPROACH/SCOPE OF WORK

The objective of the project is to develop a HIRA that offers localized data and analysis on hazards that may affect the Town of Lyons. The work must be done in accordance to guidelines from DOLA, DHSEM, and FEMA. Contractor will be responsible for conducting the work required according to the following tasks:

- Task 1: Develop a Hazard Identification and Risk Assessment that is compliant with state and federal requirements and follows best practices guidelines
- Task 2: Develop hazard mitigation and adaptation goals, policies, and an implementation plan
- Task 3: Attend and/or facilitate meetings including kickoff meeting with staff team and any community workshop(s)

► Task 4: Prepare a presentation and present at the Board of Trustees meeting

The resulting HIRA must be a clear, integrated, and action-oriented document which will enable the Town organization and Town residents to understand areas of vulnerability to hazards and identify actions which can be taken to reduce the local risk from potential hazards. The HIRA shall identify and provide detailed data regarding hazards; inventory assets; analyze risks (potential impacts and estimated losses of each hazard); and assess the Town's overall vulnerability to hazards.

The HIRA is intended to be a new resource developed in accordance with the DMA 2000 and specific to the Town. The HIRA will provide the groundwork for establishing goals and policies for hazard mitigation. Contractor will be responsible for facilitating the planning process, conducting the general research, developing HIRA, formulating and facilitating the mitigation strategy and providing all deliverables, including the final HIRA document, necessary to comply with the state and federal mitigation planning regulations and guidance. Individual Town departments will be engaged on a planning team ("Planning Team"), and Contractor will provide the Planning Team with assistance and guidance in the data collection and plan development process.

PLANNING AREA GEOGRAPHY AND HAZARDS

Located in Boulder County, Lyons (elevation 5,374) is a small town in the foothills of the Rocky Mountains where the North and South St. Vrain Creeks meet. The Town is susceptible to a variety of hazards, notably flooding. During the historic flooding of 2013, more than seventeen (17) inches of rain fell, which increased the volume of the St. Vrain Creek to ten (10) times its normal amount and led to the evacuation of the entire Town. Significant damage to roads, bridges, infrastructure and over two hundred (200) homes occurred.

PROPOSED PLANNING PROCESS

The details of the proposed planning process are outlined in the following tasks. Documentation of the process will be captured throughout and used to update the planning process description.

Task 1. Develop a Hazard Analysis and Risk Assessment:
Upon award of the contract, Contractor and the Town will hold an initial meeting to review the project scope and schedule, discuss coordination efforts with the Planning Team, gather initial data and documents, and plan the project kickoff meeting.

Contractor will work with the Planning Team consisting of key Town staff to conduct a multi-hazard risk assessment that evaluates the risk and vulnerability from potential natural hazards that may affect or have historically affected the Planning Area, following federal requirements and best practices guidelines.

The Hazard Analysis and Risk Assessment process will:

► Identify and provide data for natural and climate related hazards that affect Lyons (hazards include, but are not limited to, wildfire, extreme heat, drought, flood, debris flow, heavy rain events, landslides/mudslides/rockfalls, stream bank erosion, wind damage, snow loads, and winter storms).
► Inventory assets within the Town that could be affected by hazards (i.e., population, built and natural environment, economy, etc.)
► Analyze vulnerability of assets to hazards (i.e. loss estimation, scenario analysis, etc.)
► Identify and assess risk from hazard using quantitative data
► Convert quantitative data into easy to read maps for each hazard within the Towns boundaries (compatible with the Towns GIS platform) that delineate high, medium and low risk areas overlaid with assets, parcel lines, and other relevant data.
► Evaluate hazards and risks under different scenarios and projections of climate change, consistent with the results of the Intergovernmental Panel on Climate Change and others.

► Incorporate relevant elements from related statewide, regional, and local planning documents

Contractor takes a four-step approach to developing a HIRA that aligns with the 2013 FEMA guidance: (1) Describe the hazards, (2) identify and record community characteristics and assets, (3) analyze and record risk, and (4) summarize vulnerability.

The elements associated with each step are described in detail below.

Step 1- Describe the hazards. As part of the process, the Planning Team will revisit the list of hazards in the BCHMP and determine if any new natural hazards need to be profiled or any of the existing hazards should be eliminated from the Lyons HIRA. Contractor will conduct a thorough review of all existing plans, studies, and data available from local, state, and federal sources to identify those hazards of concern to the planning area.

This profile will include a description of the hazard and its location and extent; severity and magnitude of the hazard, potential impacts, previous occurrences, and recurrence interval (probability of future events). Any impacts of the September 2013 flood will be captured in the plan in addition to other hazard events such as the 2012 drought and damaging hailstorms. The hazards will be mapped and analyzed using GIS and other data, as warranted, to identify areas are vulnerable to identified hazards.

Climate Change Considerations:
Climate change has the potential to affect the probability, extent and severity of hazards. Contractor has specialized expertise with climate change vulnerability assessment, including integration of climate change considerations into local hazard mitigation plans and the Colorado Drought Mitigation and Response Plan ("DMRP") developed by the CWCB Board and as amended from time to time. Contractor will review the DMRP, the recently completed Colorado Climate Change Plan, Boulder County Climate Preparedness Plan (developed with assistance from Contractor) and related sources for relevant information to inform the hazard profiles where applicable. The review will result in a summary on how climate change can impact the future severity and probability of applicable hazards.

Hazard and GIS Data Collection and Review:
The latest GIS datasets will also be collected to support the risk assessment. These datasets will come from a variety of sources, including FEMA, DHSEM, the Colorado State Forest Service, and local GIS databases. Existing data sources such as flood mapping (including RiskMAP or CHAMP studies), erosion hazards, and fire hazard risk mapping will be used. Contractor will ensure that the best available data will be used in the Plan and has developed a GIS data needs form to facilitate data collection efforts. This tool also helps identify data gaps or when existing data is not granular or recent enough to be useful to the Town. Data gaps that may involve generating data using a qualified engineer or other professional will be noted. Since the DMA 2000 requires best available data only, data development will be recommended as a possible mitigation action item during Task 2, if applicable. Contractor will work in coordination with Town GIS staff to compile the existing data into a common map dataset and determine how data gaps might be filled.

Related Plans and Reports:
The Plan must document what existing plans, studies, reports, and technical information were reviewed and how relevant information was incorporated into the Plan. *Coordination with other community planning efforts and with other stakeholders and agencies is paramount to the success of this plan and helps build resiliency.* Contractor will

incorporate relevant elements from related statewide, regional, and local planning documents including:

- FEMA's Hazus-MH,
- State of Colorado Hazard Mitigation Plan,
- Threat, Hazard Identification & Risk Assessment developed by the Boulder Office of Emergency Management,
- Lyons Long-Term Recovery Plan,
- Colorado Planning for Hazards Guide,
- CHAMP in the St. Vrain Watershed,
- BCHMP,
- Town of Lyons Recovery Plan, and
- Town of Lyons Sustainability Action Plan.

Data Collection Guide:
Contractor has developed a Data Collection Guide as a tool to facilitate collecting information relevant to the planning process from the Planning Team. The Data Collection Guide requests best available data pertaining to hazards, risks, vulnerabilities, community assets, and mitigation capabilities. We have refined this tool over multiple planning efforts. At the kickoff meeting, Contractor will discuss planning data needs and will distribute the Data Collection Guide.

Step 2 - Identify and Record Community Characteristics and Assets. The second step of the risk assessment task is to conduct an inventory of community assets that could be impacted by hazards. This inventory will include:

- People
- Economy
- Built Environment
  - Existing structures
  - Infrastructure
  - Critical facilities
  - Cultural resources
  - Future development
- Natural Environment

Contractor will work with the Town to gather the above information using the Data Collection Guide and GIS needs form as tools to facilitate the effort. We will also help the Town define critical facilities, if not done already. We recommend alignment with the Colorado Water Conservation Board's definition published in the State Flood Rule and FEMA's Hazus-MH program.

Step 3 - Analyze and Record Risk
Contractor will develop an analysis of the vulnerability of the planning area by jurisdiction to identify priority hazards, potential impacts of those hazards, and illustrate how the risk and vulnerability varies across the Planning Area. The analysis used will depend on the nature of the hazard and available data. Contractor adds value to our client's plans with sophisticated loss estimation techniques such as Hazus-MH and GIS mapping and analysis to assist in quantifying and portraying the risk from natural hazards to better support planning decisions. We also have a hazard matrix that allows probability, severity, and spatial extent information to be combined to compare and rank the relative significance of each hazard by jurisdiction. The vulnerability assessment will allow comparisons of potential losses for specific hazards and locations, which will later assist in prioritizing projects for funding and implementation. Types of analysis employed will include:

► **Exposure Analysis -** Quantify the number, type, and estimated value of structures, critical facilities, and infrastructure located in hazard areas.
► **Historical Analysis -** Compile and provide information about impacts and losses from previous hazard events to better anticipate similar events in the future.
► **Scenario Analysis -** Examine the most likely consequences of high-impact, low-frequency events and describe the possible impacts of different growth and development projections if continued into the future.
► **Combine Available Data and Methods**- Use the latest information and statistical data to generate a risk matrix to compare hazards and rank them based on probability, magnitude, potential impacts, and other appropriate factors.
► **Reflect Changes in Development -** Understanding the current land use patterns and future development trends within a community is a key factor in determining viable mitigation strategies for the Plan. The results of this assessment can provide Lyons with critical information for determining where and how to grow safely and sustainably in the future.

Once the hazards and assets have been profiled and located, Contractor will estimate potential losses for those hazards with available data and established loss modeling techniques. For common hazards, such as flood and wildfire, Contractor can make use of methods from past work, from overlays of hazard and parcel/assessor data, and from FEMA publications and models, specifically Hazus-MH. For assets or hazards with insufficient information for estimating dollar losses, other methods will be used to identify those assets most at risk. We will draw upon our expertise with the Colorado Drought Vulnerability study to incorporate relevant drought vulnerability aspects of the Town. For identifying assets in flood hazard areas, Contractor will use the most current digital flood insurance rate map and RiskMAP studies and will supplement with other local data sources as applicable. The following elements will be addressed as data permits:

► Number, types, occupancy, and values of existing buildings in the Town's planning area and in mapped hazard areas, based on GIS and Assessor data
► Identification of populations at risk including vulnerable populations
► All repetitive flood loss and severe repetitive flood loss properties
► Critical facilities and infrastructure at risk
► Economic impact of potential losses
► Natural, cultural, and historic resources at risk, including natural and beneficial functions
► Land use, proposed (future) structures, and development trends/constraints in for the Planning Area and in identified hazard areas

Step 4 - Summarize Vulnerability. This step entails summarizing vulnerability information so that the Planning Team can utilize it for basing mitigation strategies. Following completion of the risk assessment, hazards will again be prioritized based on the probability of occurrence and potential impacts. This final prioritization process is an important element in plan development as it allows the Town to focus resources on significant hazards to the community, resulting in a more focused achievable mitigation strategy for the plan.

Deliverables
► Draft HIRA, including hazard identification, hazard profiles and vulnerability assessment
► HAZUS and GIS Analysis and data for applicable hazards
► Maps of hazard areas and community assets

Task 2. Develop hazard mitigation and adaptation goals, policies, and an implementation plan:
The mitigation strategy is a key outcome of the HIRA process. The mitigation strategy details plan goals and identifies and prioritizes mitigation actions designed to minimize the effects of hazards on the planning area.

Set Goals. Using the results of the updated risk assessment, the Planning Team will revisit the goals from the existing BCHMP as a starting point. Contractor will facilitate the development of goals that reflect the Town's long term vision to reduce the risk to people and property within the planning area and will focus on enhancing overall mitigation capabilities. Contractor will facilitate this process at Planning Team Meeting #2.

Once plan goals have been developed for the planning area, Contractor will work with the Planning Team to identify and analyze mitigation actions.

Develop policies and programs to mitigate hazard risk, based on analysis. Utilizing the updated HIRA the existing mitigation actions specific to Lyons in the BCHMP will be re-assessed for progress and to determine if they are still valid or need to be modified. Town of Lyons Recovery Plan and the Town of Lyons Sustainability Action Plan will also be reviewed for applicable mitigation actions. In addition, new actions will be developed. At Planning Team Meeting #3, Contractor will assist the Planning Team in identifying a comprehensive range of potential mitigation actions to reduce the effects of priority hazards and to meet the updated goals and objectives. Mitigation projects will address the effects of hazards on future development and new structures as well as on existing buildings and infrastructure. In relation to the 2013 flooding, actions may include direct protection of rivers, water conveyance systems and floodplains. In some cases this may involve cross-referencing related actions in stream corridor master plans as well as capital improvement plans and the recovery and sustainability plans. In developing mitigation alternatives, we will adhere to the model of mitigation activities promoted by DMA 2000, FEMA's Flood Mitigation Assistance Grant Program, and the National Flood Insurance Program's Community Rating System, which classifies mitigation measures into the following six categories:

- Prevention
- Property Protection
- Emergency Services
- Structural Projects
- Natural Resource Protection
- Public Information Programs

Mitigation actions will be identified and outlined for the Town in the following manner:

- The actions specific to the Town of Lyons in the BCHMP will provide the basis for discussion. This will include an analysis of the previous action items in the County Plan to identify which were completed, deleted, or continued.
- Mitigation action items will be prioritized based on evaluation criteria (such as those described by FEMA) which analyze the social, technical, administrative, political, legal, economic and environmental feasibility of proposed actions. This includes a cost-benefit review.
- This task will include an identification and analysis of possible funding opportunities and grants
- Responsible parties (agencies, departments) will also be identified for the implementation of each mitigation action, as well as potential funding sources, and a general timeline.

Attention will be made to ensure all actions reflect the priorities of each participating jurisdiction and their stakeholders, and are both reasonable and achievable.

Mitigation Action Implementation Worksheet**.** Contractor uses a Mitigation Action Worksheet to capture the details of proposed actions and will work with the jurisdictions to complete these. The mitigation action plan must be consistent with the hazards identified in the HIRA and identify actions that address each identified hazard.

Implementation Plan. The selected, prioritized alternatives will be designed to reduce the risks and vulnerability of identified hazards to the community and will promote efficient recovery and reconstruction when disasters do occur. Contractor will work with the Planning Team and other interested stakeholders to develop an implementation strategy for each identified mitigation project, which will provide information on project implementation, including a description of risk reduction goals, alternative actions considered benefit-cost considerations, possible funding sources, project timeline, and responsible agency. The end result will be an Implementation Plan of prioritized projects for the Town.

HIRA and Implementation Plan Finalization**.** The following drafts will be developed:

- **Administrative Draft.** The Administrative Draft will be provided to the Planning Team electronically for review and comment by the Planning Team. The Administrative Draft will be a draft of the implementation plan developed for internal review by the Planning Team.
- **DHSEM, DOLA and FEMA Review Draft.** Based on feedback from the public and stakeholders Contractor will develop a final draft in digital and hard copy to submit to DOLA for preliminary review and approval. While approval is not required by DHSEM and FEMA for a HIRA only, we will provide the document for a courtesy review if they are willing.
- **Final Plan.** Based on the agency review, Contractor will make any requested changes to the plan and will provide a master electronic copy of the plan to the Town. The plan will be formatted to inform the annex for Lyons to the BCHMP the next time that plan is updated.

Deliverables

- List of updated plan goals
- Facilitation of mitigation policies and actions
- Administrative draft of the plan for review by Planning Team members
- Second draft of the plan for DOLA, DHSEM and FEMA review
- Final HIRA and Implementation plan

Task 3. Attend and/or facilitate meetings including kickoff meeting with staff team and any community workshop(s):
The following meetings are proposed to accomplish this effort. All will be facilitated by Contractor.

- Kickoff meeting with Planning Team
  - Assemble Planning Team, discuss scope, schedule and data needs
- Presentation of Risk Assessment data at Planning Team Meeting #2
  - Present results of HIRA and discuss mitigation goals
- Facilitation of mitigation action identification/prioritization at Planning Team Meeting #3
  - Identify/update mitigation actions to reduce identified risks

Task 4. Prepare a presentation and present at the Board of Trustees meeting:
Contractor will prepare a PowerPoint presentation summarizing the HIRA and the mitigation implementation plan, and present it at the Board of Trustees meeting.

SCHEDULE

Contractor is ready to begin work on this project upon receiving a written notice to proceed from the Town of Lyons or upon completion of a mutually acceptable signed contract. The schedule that follows is based on the Request for Proposals for this Project and assumes award and contracting in January 2017. It is understood that the Town is receiving grant funding for this effort and that the project must be completed within the grant performance period.

- Under contract January 2017
- Kickoff meeting Week of January 23, 2017
- Administrative draft HIRA April 1, 2017
- Consolidated staff comments provided to selected proposer April 15, 2017
- Public draft HIRA May 1, 2017 (Combined DOLA/FEMA review can take up to 3 months)
- Submit to DOLA and FEMA May 1, 2017
- Board of Trustees hearing/adoption June 2017

Meeting this schedule will be dependent on active and responsive engagement from the planning team members. This also assumes that requests for information from the Planning Team, including reviews of the draft plan, input on projects and other items, are returned in a timely fashion so that the project stays on track. This schedule also assumes no circumstances beyond Contractor's control, such as interference by a natural hazard event or other circumstances that could limit jurisdictional staff availability needed to complete the planning process. Contractor also has no control over the length of review time when the plan is submitted for State and FEMA review.

ATTACHMENTS

The following are attached to this Exhibit A and incorporated by reference hereto:

- Attachment A: Contractor's Proof of Insurance
- Attachment B: Contractor's Representative Floodplain Manager Certification
- Attachment C: Lyons Primary Planning Area Map
- Attachment D: Colorado Community Development Block Grant Disaster Recovery Program Funds Requirements for Contracts
- Attachment E: Patent Rights (Small Business Firms and Non-Profit Organizations)

EXHIBIT B
COMPENSATION

III. Proposed Cost Detail

Amec Foster Wheeler will perform the proposed scope of work described above for a not to exceed fee of $29,960.00. This amount includes all professional services and related direct and overhead costs and associated materials. This cost estimate is based upon experience completing many similar planning efforts and is based on staff billable rates with the necessary expertise to complete the scope of work. Execution of the scope of work within the proposed fee will meet or exceed expectations to provide the Town with a fully qualified HIRA. Since our key staff are located in Boulder there will be no travel costs, thus we can focus available budget on the plan itself. Our deep experience with hazard mitigation planning in Colorado enables us to be cost effective through knowledge of hazard data sources and planning tools that we have refined over the years. Cost details are provided in the table on the following page.

Cost Assumptions:

- Assumes three primary Planning Team meetings and presentation at a Board of Trustee meeting.
- Assumes best available data; cost for additional data development will be outlined separately, if applicable

This cost estimate remains valid for 90 days

Amec Foster Wheeler's Proposed Staffing and Allocation of Hours and Cost Detail on the Multi-Jurisdictional Hazard Mitigation Plan for the Town of Lyons

Proposed staffing and allocation of hours on HIRA for Lyons

November 21, 2016

		TASK 1 - HIRA						TASK 2 - Goals Polices and Plan				Task 3 - Meetings		Task 4 Presentation to Board			
PROFESSIONAL SERVICES:		Get Organized and Data collection/ Review		Identify and Profile the Hazards		Assess the Risks		Identify Goals and Action Strategeis		Implementation Plan		3 Planning Mtgs including prep and followup		Presentation to Board		Total Estimated Costs	
Project Staffing	Rate	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	
Jeff Brislawn, Project Manager	$ 155.00	4	$ 620.00	4	$ 620.00	16	$ 2,480.00	8	$ 1,240.00	16	$ 2,480.00	20	$ 3,100.00	4	$ 620.00	72	$ 11,160.00
Laurie Bestgen QA/QC	$ 120.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Kyle Karsjen, Assistant Planner/researcher	$ 100.00	4	$ 400.00	28	$ 2,800.00	22	$ 2,200.00	16	$ 1,600.00	14	$ 1,400.00	20	$ 2,000.00		$ -	104	$ 10,400.00
Mack Chambers, GIS/Risk Assessment Specialist	$ 75.00		$ -	8	$ 600.00	58	$ 4,350.00		$ -		$ -		$ -		$ -	66	$ 4,950.00
Mackenzie Bosher Planner/Document	$ 70.00		$ -	16	$ 1,120.00	12	$ 840.00	12	$ 840.00		$ -		$ -		$ -	40	$ 2,800.00
Admin	$ 65.00	2	$ 130.00		$ -		$ -		$ -	8	$ 520.00		$ -		$ -	10	$ 650.00
Total Professional Expenses		**10**	**$ 1,150.00**	**56**	**$ 5,140.00**	**108**	**$ 9,870.00**	**36**	**$ 3,680.00**	**38**	**$ 4,400.00**	**40**	**$ 5,100.00**	**4**	**$ 620.00**	**292**	**$ 29,960.00**

ATTACHMENT A
Contractor's Proof of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-908-566-1010
Construction Risk Partners, LLC

Campus View Plaza
1250 Route 28, Suite 201
Branchburg, NJ 08876

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE AMER INS CO	22667
INSURER B : ZURICH AMER INS CO	16535
INSURER C : AMERICAN ZURICH INS CO	40142
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Amec Foster Wheeler Environment & Infrastructure, Inc.

2000 S. Colorado Blvd.

Denver, CO 80222

COVERAGES **CERTIFICATE NUMBER:** 48642661 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G24557728	05/01/16	05/01/17	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP 9483148-05	05/01/16	05/01/17	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Comp $1,000 X Coll $1,000							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 3504866-15	05/01/16	05/01/17	X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WC 3867133-09	05/01/16	05/01/17	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Architects & Engineers Prof.			IPR 1008375-01	05/01/16	05/01/17	Any One Claim/Agg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Town of Lyons HIRA
Project Start Date: Dec-20-2016 - Project Completion Date: Dec-31-2017
The Town of Lyons, its elected officials, officers, employees and agents are additional insured on the General Liability and Automobile Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. 30 Days notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER

Town of Lyons

432 5th Avenue

Lyons, CO 80540 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William R. Hanson

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ATTACHMENT B
Contractor's Representative Floodplain Manager Certification

ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

Jeff P. Brislawn, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

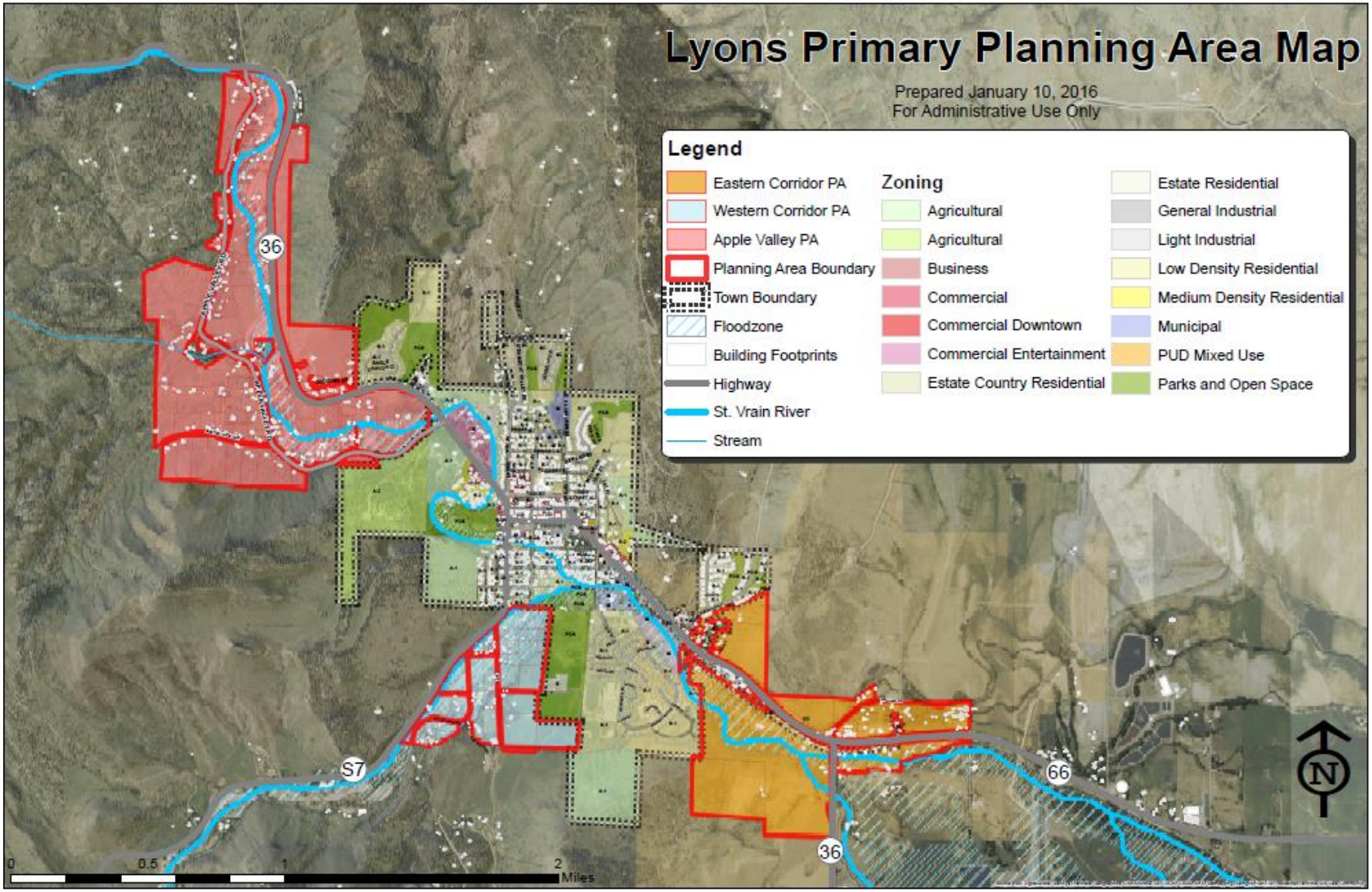
IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-06-02156, ISSUED 9/27/2006. THIS CERTIFICATE SHALL EXPIRE 1/31/2017, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

CERTIFICATION BOARD OF REGENTS
PRESIDENT, MARK RIEBAU, P.E., CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

ASFPM CFM® CERTIFIED

ATTACHMENT C
Lyons Primary Planning Area Map



ATTACHMENT D
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY ("CDBG-DR") FUNDS PROGRAM REQUIREMENTS

The work or services under the contract with the Town of Lyons ("Town") to which this Attachment B is attached ("Agreement") is/are funded in whole or in part through State of Colorado Community Development Block Grant Disaster Recovery Program ("CDBG-DR") funds, which require compliance with all the provisions contained in this Attachment B to the Agreement and all other applicable Federal and State laws and regulations. The provisions below are incorporated into and made part of the Agreement. If the Agreement is between the Town and the "Consultant," the term "Contractor" as used herein shall mean the "Consultant."

1.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

2.0 AGREEMENT TO EXECUTE OTHER REQUIRED DOCUMENTS: Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Work is provided under federal and/or state programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided.

3.0 NOTICE OF STATE AND FEDERAL REPORTING REQUIREMENTS AND REGULATIONS: The work or services funded under the Agreement are funded in whole or in part through State of Colorado Community Development Block Grant Disaster Recovery Program ("CDBG-DR") funds, which require compliance with certain financial, payroll, employment and performance reporting provisions, to include without limitation the regulations set forth in 24 CFR Part 570, the Community Development Block Grant (CDBG) Program Regulations. It is important that the Contractor is aware of these reporting requirements, as the Town may require and the Contractor agrees to provide all information, documentation, and other reporting in order to satisfy reporting requirements to the State of Colorado which, in turn, will enable the State of Colorado to satisfy federal reporting requirements. Failure of Contractor or any subcontractor or subconsultant to provide required data or information to ensure compliance with these reporting requirements is a material breach of the Agreement.

4.0 RECORDS AND RETENTION: The Contractor agrees to maintain such records and follow such procedures as may be required under the CDBG-DR Program and any such procedures as the Town may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to the Agreement and work or services performed thereunder shall be retained by the Contractor for a period of three years after final audit of the Town's CDBG-DR project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Town shall request a longer period of record retention.

5.0 ACCESS TO RECORDS AND SITE WHERE APPROPRIATE: The Town and other authorized representatives of the state and federal government shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to provide the Town, the State of Colorado, the federal agencies with interest in the Agreement or any of the activities undertaken pursuant thereto, or their authorized representatives access to construction or other work sites, if any, pertaining to the work being completed under this Agreement.

6.0 AUDIT: The Town, the State Auditor, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG-DR project and the Agreement, by whatever legal and reasonable means are deemed expedient by the Town, the State Auditor and HUD.

7.0 COMPLIANCE WITH LAWS AND INDEMNIFICATION: The Agreement is funded in

whole or in part with CDBG funds through the Town's Community Development Block Grant Program as administered by the Colorado Division of Local Government, Department of Local Affairs and/or with funds administered by the Division of Homeland Security and Emergency Management in the Department of Public Safety. Contractor shall comply with those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe, whether or not herein recited. The Contractor shall comply with all applicable laws, ordinances and codes of the state and local government. Contractor shall indemnify and hold the Town, its officials, agents, and employees, harmless with respect to any damages arising or alleged to arise from any act performed by Contractor or which should have been performed by Contractor tort in performing any of the obligations under the Agreement.

8.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: Contractor shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

9.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10.0 AGE DISCRIMINATION ACT OF 1975, AS AMENDED: Contractor shall comply with the Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

11.0 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED: Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that No otherwise qualified individual shall, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

12.0 AMERICANS WITH DISABILITIES ACT OF 1990: Contractor or Consultant shall comply with Public Law 101-336, Americans with Disabilities Act of 1990 which provides, subject to such Act, that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

13.0 SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968 COMPLIANCE:

1. The work or services to be performed or provided under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. Contractor shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and CTED issued thereunder prior to the execution of this Agreement. Both the Town and the Contractor certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

3. Contractor will send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of their commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. Contractor will include this Section 3 clause in every subcontract for work in connection with the Agreement and will, at the direction of the Town, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. Contractor or Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and CTED issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project contemplated by the Agreement. Failure to fulfill these requirements may subject the Town, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

14.0 PROTECTION OF LIVES AND HEALTH: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Town may determine to be reasonably necessary.

15.0 INTEREST OF MEMBERS OF OR DELEGATE TO CONGRESS: No members of or Delegate to Congress shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

16.0 OTHER PROHIBITED INTERESTS: No official of the Town who is authorized in such capacity and on behalf of the Town to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, if for construction, shall become directly or indirectly interested personally in the Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Town who is authorized in such capacity and on behalf of the Town to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, if for construction, shall become directly or indirectly interested personally in the Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

17.0 ARCHITECTURAL BARRIERS:. All design specifications for the construction of any building or residence shall provide access to the physically handicapped in accordance with the Architectural Barriers Act of 1968; the American with Disabilities Act of 1990 (28 CRF Part 36), and Colorado Revise Statue, CRS 9-5-101 to 112.

18.0 GOVERNMENT-WIDE RESTRICTION ON LOBBYING: CDBG funds shall not be used to influence or attempt to influence federal officials. Disclosure forms must be filed when non-CDBG funds are used for such purposes. Certification of compliance by the state to include the certification language in grant awards it makes to units of general local government is required at all tiers and the Town and Contractor, if required, shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each failure.

19.0 EMPLOYMENT OF CERTAIN PERSONS PROHIBITED: No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered in this Agreement.

20.0 COPELAND ANTI-KICKBACK ACT:

(a) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause in subparagraph (1) above and such other clauses as the Town, or the State may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

(c) Breach. A breach of the subparagraph contract clauses (1) or (2) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

21.0 PUBLIC CONTRACT FOR SERVICES – EMPLOYMENT ELIGIBILITY VERIFICATION: In accordance with C.R.S. 8-17.5-101 and 102, the Contractor certifies through execution of this Agreement that it will not knowingly employ or contract with an illegal alien who will perform work under this Agreement .

(a) The Contractor will participate in the E-Verify Program, the employment verification program established by the Colorado Department of Labor and Employment, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) The Contractor shall notify the owner and the Colorado Department of Labor and Employment of its participation in the employment verification program.

(c) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or use either the E-Verify Program or Colorado Department of Labor and Employment verification program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

(d) If the Contractor obtains actual knowledge that a subcontractor knowingly employs or contracts with an illegal alien, the Contractor is required to:

(1) Notify the subcontractor and the Department of Local Affairs within three days of obtaining actual knowledge of the employment or contract with an illegal alien.

(2) Terminate the subcontract if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien unless, during such three days, the subcontractor provides information that it did not knowingly employ or contract with an illegal alien.

(3) Comply with any reasonable request by the Colorado Department of Labor and Employment in the course of an investigation pursuant to authority established pursuant to C.R.S. §8-17.5-102(5)(a).

(e) The Department of Local Affairs or the Owner may terminate this Agreement for any violation of this provision and the Contractor shall be liable for actual and consequential damages to the Department of Local Affairs and the Owner.

22.0 QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS: All questions arising under this Agreement which relate to the application or interpretation of (a) the Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred through the Town and to the

Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Agreement .

23.0 SUBCONTRACTS: The Contractor will insert or cause to be included in any subcontract covering any of the work or services covered by this Agreement the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development or Colorado Department of Local Affairs may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

24.0 CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS: (Applicable to Federally assisted construction contracts and related subcontracts exceeding $150,000). During the performance of this Agreement, the Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Town, the following:

(a) A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(c) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the EPA List of Violating Facilities.

(d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in Paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

25.0 EMPLOYMENT PRACTICES: The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction subcontract.

26.0 EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising

the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the portion of the sentence immediately preceding subparagraph (1) and the provisions of subparagraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

27.0 SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS: The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

28.0 BREACH OF FEDERAL LABOR STANDARDS PROVISIONS; CONTRACT TERMINATION; DEBARMENT: Contractor shall comply with the Federal Labor Standards provisions contained in Section 35.0. A breach of Section 23.0, this Section and/or any of the Federal Labor Standards Provisions attached hereto or as may be in effect, may be grounds for termination of the Agreement , and for debarment as provided in 29 CFR 5.6. In addition to the causes for termination of this Agreement as herein elsewhere set forth, the Town reserves the right to terminate this Agreement if the Contractor or any subcontractor

whose subcontract covers any of the work covered by this Agreement shall breach any of the Federal Labor Standards Provisions.

29.0 <u>CLAIMS AND DISPUTES PERTAINING TO WAGE RATES</u>: Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Agreement shall be promptly reported by the Contractor in writing to the Town for referral to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

30.0 <u>PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS</u>: In accordance with the Federal Labor Standards Act set forth in Section 35 hereof, Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Town. The Contractor shall submit weekly to the Town certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations and all other requirements of the Federal Labor Standards Provisions set forth in Section 35.0 of this Attachment. The Town requires that payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Agreement shall be maintained during the course of the work and preserved for a period of 5 years thereafter. Such payrolls and basic payroll records shall contain the information required by Federal Labor Standards provisions.

31.0 <u>SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES</u>: The transporting of materials and supplies to or from the site of the Project or Program to which this Agreement pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Agreement pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Agreement , and without limiting the generality of the foregoing provisions of this Agreement , be deemed to be work to which the Federal Labor Standards Provisions are applicable.

32.0 <u>DAVIS BACON/PREVAILING WAGES</u>: Contractor/Subcontractor is responsible for determining the applicable prevailing wage requirements pertaining to Contractor/Subcontractor's Work and will strictly comply with the requirements. Contractor/Subcontractor will keep complete and accurate records containing the name, address, the occupational title or titles for the work performed, the rate of pay, daily and weekly hours worked for each occupational title, deductions made, and actual wages paid for work performed by each worker. Unless provided with specific documentations, Subcontractor will submit a Statement of Compliance, and a reasonable number of certified copies of current payroll records on the forms required with each request for payment. Receipt of the information will be a condition precedent to making any payments to the Subcontractor.

33.0 <u>UNDERPAYMENT OF WAGES OR SALARIES</u>: In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Agreement, the Town, in addition to such other rights as may be afforded it under the Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Town may consider necessary to pay such laborers or mechanics the full amount of ages required by this Agreement. The amount so withheld may be disbursed by the Town for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

34.0 <u>SUSPENSION AND DEBARMENT</u>: This Section applies if this Agreement/Contract or any subcontract awarded hereunder is for a "covered transaction" to include:

(a) This Contract or any subcontract awarded hereunder is awarded in the amount of at least $25,000, or

(b) This Contract or any subcontract awarded hereunder requires the approval of a federal agency, regardless of amount.

A. If this Contract or any subcontract awarded hereunder is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Contractor is required to verify that none of the Contractor or any subcontractor as the case may be, its principals (defined at 2 C.F.R. § 180.995), or its affiliates

(defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By signing this Agreement, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
(2) have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and
(3) have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Colorado and the Town), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

35.0 FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing and Urban Development

Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered

necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

Previous editions are obsolete

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by Previous editions are obsolete
the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."
11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.
(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.
(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

36.0 **COPYRIGHTS:** The Contractor acknowledges and agrees that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

37.0 **BYRD ANTI-LOBBYING AMENDMENT:** If this Contract is for compensation in excess of $100,000.00 (Contract Price > $100,000), the following shall apply: FEMA funds shall not be used to influence or attempt to influence federal officials. Disclosure forms must be filed when non-FEMA funds are used for such purposes. Certification of compliance by the state to include the certification language in grant awards it makes to units of general local government is required at all tiers and the Town and Contractor, if required, shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each failure.

38.0 **PROCUREMENT OF RECOVERED MATERIALS:** If the Town constitutes "a political subdivision of a state" as defined in 2 C.F.R. §200.322, Contractor agrees to comply with the requirements of Section 6003 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with Section 6002, Contractor must:

(1) Procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000;

(2) Procure solid waste management services in a manner that maximizes energy and resource recovery; and

(3) Must have established an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

39. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** **Check the Applicable Provision Below:**

☐ **[If checked, Attachment D is incorporated into this Agreement by reference.]** The federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and this contract is between the Town and a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement, the Town shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperating Agreements," and any implementing regulations issued by the awarding agency.

☒ The federal award does not qualify as a "funding agreement" and/or is not a contract with small business firm or nonprofit organization for the purpose of the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement.

Accepted by Contractor on
_____, 20__

By:_____

_____
Title

Accepted by Town of Lyons on
_____, 20__

By:_____

_____
Title

ATTACHMENT E

PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)

(a) Definitions

(1) **Invention** means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) **Subject invention** means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) **Practical Application** means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) **Made** when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) **Small Business Firm** means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) **Nonprofit Organization** means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The Contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the

agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

(d) Conditions When the Government May Obtain Title

The Contractor will convey to the Federal agency, upon written request, title to any subject invention -

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e**) Minimum Rights to Contractor and Protection of the Contractor Right to File**

(1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the

geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the appropriate patent rights clause required by HUD.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the Contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

(Complete According to Instructions at 37 C.F.R. §401.5(b)).
Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

State Contact:
Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs

1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

(b) When the Department of Energy (DOE) determines to use alternative provisions under § 401.3(a)(4), the standard clause at § 401.14(a), of this section, shall be used with the following modifications unless a substitute clause is drafted by DOE:

(1) The title of the clause shall be changed to read as follows: Patent Rights to Nonprofit DOE Facility Operators

(2) Add an "(A)" after "(1)" in paragraph (c)(1) and add subparagraphs (B) and (C) to paragraph (c)(1) as follows:

(B) If the subject invention occurred under activities funded by the naval nuclear propulsion or weapons related programs of DOE, then the provisions of this subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). In such cases the contractor agrees to assign the government the entire right, title, and interest thereto throughout the world in and to the subject invention except to the extent that rights are retained by the contractor through a greater rights determination or under paragraph (e), below. The contractor, or an employee-inventor, with authorization of the contractor, may submit a request for greater rights at the time the invention is disclosed or within a reasonable time thereafter. DOE will process such a request in accordance with procedures at 37 CFR 401.15. Each determination of greater rights will be subject to paragraphs (h)-(k) of this clause and such additional conditions, if any, deemed to be appropriate by the Department of Energy.

(C) At the time an invention is disclosed in accordance with (c)(1)(A) above, or within 90 days thereafter, the contractor will submit a written statement as to whether or not the invention occurred under a naval nuclear propulsion or weapons-related program of the Department of Energy. If this statement is not filed within this time, subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). The contractor statement will be deemed conclusive unless, within 60 days thereafter, the Contracting Officer disagrees in writing, in which case the determination of the Contracting Officer will be deemed conclusive unless the contractor files a claim under the Contract Disputes Act within 60 days after the Contracting Officer's determination. Pending resolution of the matter, the invention will be subject to subparagraph (c)(1)(B).

(3) Paragraph (k)(3) of the clause will be modified as prescribed at § 401.5(g).

(c) As prescribed in § 401.3, replace (b) of the basic clause with the following paragraphs (1) and (2):

(b) Allocation of principal rights. (1) The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause, including (2) below, and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the

Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(2) If the Contractor performs services at a Government owned and operated laboratory or at a Government owned and contractor operated laboratory directed by the Government to fulfill the Government's obligations under a Cooperative Research and Development Agreement (CRADA) authorized by 15 U.S.C. 3710a, the Government may require the Contractor to negotiate an agreement with the CRADA collaborating party or parties regarding the allocation of rights to any subject invention the Contractor makes, solely or jointly, under the CRADA. The agreement shall be negotiated prior to the Contractor undertaking the CRADA work or, with the permission of the Government, upon the identification of a subject invention. In the absence of such an agreement, the Contractor agrees to grant the collaborating party or parties an option for a license in its inventions of the same scope and terms set forth in the CRADA for inventions made by the Government.

Agenda Item No: VIII -2
Meeting Date: January 3, 2017

Subject: Resolution 2017-1, a Resolution Designating the Official Public Notice Location and the Official Newspapers of General Circulation for the Town of Lyons, Colorado

Background:

The Colorado Revised Statutes require the Town to designate at least one official public notice location and at least one newspaper of general circulation for legal notices. The designations must be approved by the Board of Trustees at the first regular meeting of the year.

The official posting location for public notices has been Lyons Town Hall on the bulletin board in the front office, and the Town's official web site, www.townoflyons.com

The Lyons Recorder has been the official newspaper of general circulation for legal notices, but the Resolution provides that if timing requirements cannot be met in any given week, the Town may use any newspaper of general circulation within the Town, including but not limited to the Denver Post or Longmont Times-Call.

Note that in accordance with a change in state law in 2014, all newspapers designated for official legal notices must automatically upload all legal notices to www.publicnoticecolorado.com, a website created by the Colorado Press Association to dissuade local governments from attempting to forego newspaper publication in favor of publishing on the community's website.

The Lyons Recorder has been the town's official paper for over 20 years.

The Lyons Recorder places the agendas in the paper for the town at no charge and is always very gracious when we need some extra time for an item that needs to be in the paper that week.

Staff recommends approving Resolution 2017-1 as presented.

RESOLUTION 2017-1

A RESOLUTION DESIGNATING THE OFFICIAL PUBLIC NOTICE LOCATION AND THE OFFICIAL NEWSPAPERS OF GENERAL CIRCULATION FOR THE TOWN OF LYONS, COLORADO

WHEREAS, Colorado Revised Statutes require the Town of Lyons Board of Trustees to designate official public notice locations and official newspapers of general circulation for legal notices; and

WHEREAS, the official posting location and official newspaper must be approved by the Board of Trustees at the first regular meeting of the year.

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

Section 1. The official posting locations for public notices shall be on the bulletin board in the front office at the Lyons Town Hall, 432 5th Ave, Lyons, Colorado 80540 and the Town's official web site, www.townoflyons.com.

Section 2. The official newspaper of general circulation for publication of legal notices shall be the Lyons Recorder; except that, if the Town Administrator or the Town Clerk determines that the submission schedule, publication deadline, or other circumstance makes publication in the Lyons Recorder ineffective or otherwise undesirable, the Town may publish official notice in another newspaper circulated within the Town, including but not limited to, the Denver Post or Longmont Times-Call. Pursuant to Section 24-70-103(5), Colorado Revised Statutes, newspapers of general circulation that publish a legal notice required by law are required to upload all legal notices at coloradopublicnotice.com, at no cost to the Town.

Section 3. This resolution shall become effective immediately upon its adoption.

ADOPTED THIS 3rd DAY OF JANUARY, 2017.

TOWN OF LYONS

_____
Mayor or Mayor Pro Tem

ATTEST:

_____
Debra Anthony, Town Clerk

Agenda Item: VII. 3.
Meeting Date: January 3, 2017

Subject: Adoption of Resolution 2017-2; Classification and Pay Plan for the Employees of the Town of Lyons, Colorado for 2017

Presenter: Victoria Simonsen, Town Administrator

Background:

In accordance with Section 1-7-6 of the Lyons Municipal Code, the Board of Trustees should review the compensation and classification scale of employees annually. Attached is the updated 2017 staff classification, pay grade and salary range schedule. An updated classification and compensation survey was conducted in the last quarter of 2016 and presented with the 2017 budget. The last classification and salary survey was conducted in 2011 and adopted in 2012.

Adjustments have been made based on a survey conducted by Human Resource Generalist, Jayne Rhode. Newly proposed positions have also been added to reflect the salary range for hiring. Information for this report was compiled from the Colorado Municipal League; June 2016 comparisons. The Median Range was determined for each individual position by comparing Colorado communities that are comparable in size and geographical area, as well as cost of living similarities. These particular communities were used by the Town of Lyons for comparison in 2012, as well.

The cities of Boulder and Longmont are listed as a point of interest due to the similarities in cost of living and close geographical area; however these two communities were not included in the Median Range calculations due to the number of employees and municipal budgets. It should be noted that Lyons does compete for employees from Boulder and Longmont area and needs to be cognizant of what they are paying in wages.

There are a few communities that made up the Median Range that didn't have the same positions as the Town of Lyons. Taking that into consideration, there may be several communities with likeness to Lyons at the bottom of the spread sheet, not included in the Median Range, but as another point of interest.

Attached are the spreadsheets utilized to compare positions and salaries from the communities noted above.

Staff Recommendation: Staff recommends that the Board of Trustees adopt Resolution 2017-2 A Compensation and Classification Scale for the Town of Lyons Employees for 2017, as presented.

RESOLUTION 2017-2
A RESOLUTION ADOPTING A CLASSIFICATION AND PAY PLAN FOR THE EMPLOYEES OF THE TOWN OF LYONS, COLORADO

WHEREAS, in accordance with Section 1-7-6 of the Lyons Municipal Code of the Town of Lyons, Colorado, the Board of Trustees periodically reviews the compensation and benefits paid to appointed officers and regular employees of the Town to determine the appropriate compensation for those positions going forward; and

WHEREAS, in 2011 the Town of Lyons Board of Trustees determined that a need existed for a more comprehensive analysis of each position, and authorized a Classification and Pay Plan study for Town employees; and

WHEREAS, in preparing the Plan, each position was reviewed to ensure it was being properly classified, established pay levels for each class of jobs, and conducted a comprehensive survey and analysis of the pay and benefits paid to individuals in similar positions in other comparable communities; and

WHEREAS, the study culminated in a final report containing recommendations for the classification of each position, new job descriptions for each position, and a recommended salary schedule for Town employees; and

WHEREAS, in October 2012, the Board of Trustees adopted and implemented the findings and recommendations made by the Town Administrator for the Classification and Pay Plan for Employees of the Town of Lyons, Colorado; and

WHEREAS, the Plan should be reviewed annually and has been; and

WHEREAS, Human Resource Generalist has updated the pay and classification study to reflect current job duties and wage ranges;

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

Section 1. The Classification and Pay Plan for the Employees of the Town of Lyons, Colorado for 2017 is hereby adopted.

ADOPTED THIS 3rd DAY OF JANUARY 2017.

TOWN OF LYONS

_____
Connie Sullivan, Mayor

ATTEST:

_____

TOWN OF LYONS COMPENSATION SCALE 2017

ADMINISTRATION	PAY GRADE	PROPOSED RANGE	ACTUAL
Town Administrator	34	$88,504-$106,080	$93,170
Dir of Admin Serv Town Clerk	28	$59,760-$82,201	$62,262
Admin Assist/Deputy Town Clerk	20	$41,928-$56,604	$34,706
Records/Court Clerk	16	$34,416-$48,432	$38,667
Administrative Assistant	16	$34.416-$48,432	$37,440
FINANCE			
Director of Fin/Town Treas	33	$80,900-$121,400	$73,202
PUBLIC WORKS			
Director of Public Utilities	31	$70,767-$97,705	$65,177
Utility Billing Clerk/Admin	14	$29,604-$38,814	$32,240
PARKS AND RECREATION			
Director of Parks & Public Works	30	$62,166-$91,550	$66,861
Parks Lead	20	$40,520-$54,702	$39,848
Public Works Lead	20	$40,520-$54,702	
Maintenance III	19	$35,499-$44,000	$39,603
Maintenance II	16	$31,150-$41,750	$34,236
Maintenance I	14	$31,150-$41,750	$32,240
Custodian			
PUBLIC RELATIONS			
Director of Public Relations	30	$68,550-$93,577	
Communications/Web Master	16	$34,416-$48,432	$37,440
Downtown Manager	16	$34,416-$48,432	$37,440
Recreation/ Special Events Coordinator	16	$35,893-$54,852	$34,422
Recreation/ Special Events/Program Asst	14	$24,117-$32,560	$24,102
Park Host		Negotiated	
Visitor Center Host	14		
COMMUNITY DEVELOPMENT			
Director of Community Development	30	$68,550-$93,577	

Town of Lyons
2016 Salary Survey
Finance Director/Treasurer

	Town	Population	Min	Middle	Max	Actual
1	Berthoud	5100				
2	Dacono	4,250	$ 80,900.00	$ 101,150.00	$ 121,400.00	$ 91,516.00
3	Estes Park	6,017	$ 84,196.00	$ 103,140.00	$ 122,085.00	$ 114,118.00
4	Granby	2,002	$ 66,830.00	$ 76,668.00	$ 90,506.00	$ 90,506.00
5	Hudson	2,569				
6	Idaho Springs	1,717				
7	Kersey	1,450				
8	Mead	4,104				
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750				
12	Longmont	91,911	$ 117,108.00	$ 128,172.00	$ 139,236.00	$ 135,636.00
13	Boulder	97,763	$ 123,650.00	$ 156,000.00	$ 188,350.00	$ 157,665.00
Median			$ 80,900.00	$ 101,150.00	$ 121,400.00	
	Lyons	2,033	$ 61,824.00	$ 74,412.00	$ 87,000.00	$ 73,202.00

Town of Lyons
2016 Salary Survey
Recreation Coordinator

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Berthoud	5,100				
2	Dacono	4,250				
3	Estes Park	6,017	$ 24,117.00	$ 28,339.00	$ 32,560.00	$ 24,822.00
4	Granby	2,002				
5	Hudson	2,569				
6	Idaho Springs	1,717				
7	Kersey	1,450				
8	Mead	4,104				
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750				
12	Longmont	91,911	$ 25,578.00	$ 25,997.00	$ 28,242.00	$ 26,397.00
13	Boulder	97,763	$ 22,949.00	$ 29,839.00	$ 36,729.00	$ 25,156.00
Median			$ 24,117.00	$ 28,339.00	$ 32,560.00	
	Lyons	2,033	$ 23,418.00	$ 29,749.00	$ 32,949.00	$ 24,102.00
	Aspen	6,500	$ 24,681.00	$ 29,372.00	$ 34,062.00	$ 30,902.00
	Burlington	4,500	$ 13,568.00	$ 15,135.00	$ 16,703.00	$ 15,715.00
	Mountain Village	2,300				
	Ouray	1,043				
	Pagosa Springs	1,770				

Town of Lyons
2016 Salary Survey
Parks Maintenance Worker II

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Berthoud	5,100	$ 27,268.00	$ 32,040.00	$ 36,812.00	$ 37,783.00
2	Dacono	4,250				
3	Estes Park	6,017				
4	Granby	2,002				
5	Hudson	2,569				
6	Idaho Springs	1,717				
7	Kersey	1,450				
8	Mead	4,104	$ 34,174.00	$ 39,312.00	$ 44,450.00	
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750				
12	Longmont	91,911	$ 38,388.00	$ 42,012.00	$ 45,636.00	$ 42,192.00
13	Boulder	97,763	$ 30,599.00	$ 39,786.00	$ 48,972.00	$ 34,762.00
Median			$ 30,721.00	$ 35,676.00	$ 40,631.00	
	Lyons	2,033	$ 34,416.00	$ 41,424.00	$ 48,432.00	$ 34,236.00
	Aspen	6,500				
	Burlington	4,500	$ 24,461.00	$ 35,435.00	$ 46,409.00	$ 37,409.00
	Mountain Village	2,300	$ 31,200.00	$ 36,497.00	$ 41,794.00	$ 35,992.00
	Ouray	1,043				
	Pagosa Springs	1,770	$ 39,416.00	$ 47,114.00	$ 54,811.00	$ 33,929.00

Town of Lyons
2016 Salary Survey
Parks Foreman I

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Berthoud	5,100	$ 28,649.00	$ 33,662.00	$ 38,676.00	$ 42,436.00
2	Dacono	4,250				
3	Estes Park	6,017	$ 52,391.00	$ 61,560.00	$ 70,729.00	$ 61,929.00
4	Granby	2,002				
5	Hudson	2,569				
6	Idaho Springs	1,717				
7	Kersey	1,450				
8	Mead	4,104				
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750				
12	Longmont	91,911	$ 62,400.00	$ 70,266.00	$ 76,332.00	$ 73,308.00
13	Boulder	97,763	$ 57,800.00	$ 72,950.00	$ 88,100.00	$ 57,900.00
Median			$ 40,520.00	$ 47,611.00	$ 54,702.50	
	Lyons	2,033	$ 39,840.00	$ 47,742.00	$ 55,644.00	$ 39,848.00
	Aspen	6,500				
	Burlington	4,500	$ 27,571.00	$ 33,395.00	$ 39,220.00	$ 38,821.00
	Mountain Village	2,300	$ 39,544.00	$ 46,522.00	$ 53,500.00	$ 42,241.00
	Ouray	1,043				
	Pagosa Springs	1,770				

Town of Lyons
2016 Salary Survey
Parks/Rec Assistant

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Berthoud	5,100	$ 28,896.00	$ 41,418.00	$ 53,940.00	$ 44,558.00
2	Dacono	4,250				
3	Estes Park	6,017				
4	Granby	2,002				
5	Hudson	2,569				
6	Idaho Springs	1,717				
7	Kersey	1,450				
8	Mead	4,104	$ 42,890.00	$ 49,327.00	$ 55,765.00	$ 49,317.00
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750				
12	Longmont	91,911	$ 46,728.00	$ 51,138.00	$ 55,548.00	$ 51,912.00
13	Boulder	97,763	$ 44,950.00	$ 56,650.00	$ 68,350.00	$ 46,891.00
Median			$ 35,893.00	$ 45,372.50	$ 54,852.50	
	Lyons	2,033	$ 34,416.00	$ 41,424.00	$ 48,432.00	$ 34,422.00
	Aspen	6,500	$ 42,004.00	$ 49,984.00	$ 57,965.00	$ 57,408.00
	Burlington	4,500				
	Mountain Village	2,300				
	Ouray	1,043				
	Pagosa Springs	1,770	$ 44,933.00	$ 43,796.00	$ 62,660.00	$ 28,934.00

Town of Lyons
2016 Salary Survey
Parks/Rec & Culture Director

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Berthoud	5,100	$ 52,600.00	$ 58,480.00	$ 64,959.00	$ 62,421.00
2	Dacono	4,250				
3	Estes Park	6,017				
4	Granby	2,002				
5	Hudson	2,569				
6	Idaho Springs	1,717				
7	Kersey	1,450				
8	Mead	4,104				
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750				
12	Longmont	91,911				
13	Boulder	97,763	$ 109,000.00	$ 137,500.00	$ 166,000.00	$ 138,598.00
Median			$ 52,600.00	$ 58,480.00	$ 64,959.00	
	Lyons	2,033	$ 61,824.00	$ 74,412.00	$ 87,000.00	$ 65,177.00
	Aspen	6,500	$ 95,386.00	$ 113,478.00	$ 131,570.00	$ 127,712.00
	Burlington	4,500	$ 27,571.00	$ 33,395.00	$ 39,220.00	$ 38,821.00
	Mountain Village	2,300	$ 39,544.00	$ 46,522.00	$ 53,500.00	$ 42,241.00
	Ouray	1,043	$ 50,000.00	$ 61,000.00	$ 72,000.00	$ 62,908.00
	Pagosa Springs	1,770	$ 60,999.00	$ 73,312.00	$ 85,625.00	$ 56,047.00

Town of Lyons
2016 Salary Survey
Public Works-Maintenance Worker III

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Aspen	6,500	$ 40,020.00	$ 47,603.00	$ 55,204.00	$ 50,382.00
2	Central City	515	$ 34,684.00	$ 37,520.00	$ 40,955.00	$ 39,000.00
3	Crested Butte	1,525	$ 40,583.00	$ 46,670.00	$ 52,757.00	$ 50,324.00
4	Meeker	2,456	$ 35,499.00	$ 39,066.00	$ 42,634.00	$ 39,811.00
5	Ouray	1,043	$ 33,000.00	$ 38,500.00	$ 44,000.00	$ 34,590.00
6	Idaho Springs	1,717				
7	Kersey	1,450				
8	Mead	4,104				
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750				
12	Longmont	91,911				
13	Boulder	97,763	$ 33,651.00	$ 43,735.00	$ 53,819.00	$ 44,448.00
Median			$ 35,499.00	$ 39,066.00	$ 44,000.00	
	Lyons	2,033	$ 39,840.00	$ 47,742.00	$ 55,644.00	$ 39,832.00

Town of Lyons
2016 Salary Survey
Public Works-Maintenance Worker I & II

	Town	Population	Min	Middle	Max	Actual
1	Berthoud	5,100	$ 30,000.00	$ 35,000.00	$ 40,000.00	$ 34,882.00
2	Dacono	4,250	$ 32,300.00	$ 37,900.00	$ 43,500.00	$ 39,310.00
3	Estes Park	6,017	$ 32,531.00	$ 38,224.00	$ 43,917.00	$ 36,930.00
4	Granby	2,002				
5	Hudson	2,569				
6	Idaho Springs	1,717				
7	Kersey	1,450				
8	Mead	4,104	$ 23,504.00	$ 27,040.00	$ 30,576.00	$ -
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750				
12	Longmont	91,911	$ 33,084.00	$ 36,204.00	$ 39,324.00	$ -
13	Boulder	97,763	$ 27,786.00	$ 36,118.00	$ 44,449.00	$ 32,719.00
Median			$ 31,150.00	$ 36,450.00	$ 41,750.00	
	Lyons Worker I	2,033	$ 31,224.00	$ 36,224.00	$ 43,932.00	$ 32,240.00
	Lyons Worker II	2,033	$ 34,416.00	$ 39,235.00	$ 48,432.00	$ 39,603.00

Town of Lyons
2016 Salary Survey
Public Works Director

	Town	Population	Min	Middle	Max	Actual
1	Berthoud	5100				
2	Dacono	4250	$ 66,200.00	$ 82,800.00	$ 99,400.00	$ 82,901.00
3	Estes Park	6017	$ 84,196.00	$ 103,140.00	$ 122,085.00	$ 108,090.00
4	Granby	2002				
5	Hudson	2569				
6	Idaho Springs	1717				
7	Kersey	1450				
8	Mead	4104	$ 77,043.00	$ 92,456.00	$ 107,869.00	$ -
9	Milliken	6000				
10	Nederland	1500				
11	Platteville	2750				
12	Longmont	91911				
13	Boulder	97763	$ 123,650.00	$ 156,000.00	$ 188,350.00	$ 165,727.00
Median			$ 77,043.00	$ 92,456.00	$ 107,869.00	
	Lyons	2033	$ 61,824.00	$ 74,412.00	$ 87,000.00	$ 65,177.00

Town of Lyons
2016 Salary Survey
Town Administrator

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Berthoud	5,100				
2	Dacono	4,250	$ 98,500.00	$ 113,631.00	$ 130,676.00	$ 122,400.00
3	Estes Park	6,017	$ 117,046.00	$ 137,529.00	$ 158,012.00	$ 139,050.00
4	Granby	2,002	$ 96,900.00	$ 101,490.00	$ 106,080.00	$ 106,080.00
5	Hudson	2,569				
6	Idaho Springs	1,717	$ 70,040.00	$ 80,546.00	$ 91,052.00	$ 72,211.00
7	Kersey	1,450	$ -	$ -	$ -	$ 69,510.00
8	Mead	4,104	$ 88,504.00	$ 106,194.00	$ 123,885.00	$ -
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750	$ -	$ -	$ -	$ 93,855.00
12	Longmont	91,911	$ -	$ -	$ -	$ 193,428.00
13	Boulder	97,763	$ -	$ -	$ -	$ 216,976.00
Median			$ 88,504.00	$ 101,490.00	$ 106,080.00	
	Lyons	2,033	$ 82,860.00	$ 99,720.00	$ 116,580.00	$ 93,170.00

Town of Lyons
2016 Salary Survey
Utility Billing Clerk

	Town	Population	Min	Middle	Max	Actual
1	Berthoud	5,100	$ 22,940.00	$ 26,954.00	$ 30,969.00	$ 32,702.00
2	Dacono	4,250	$ 32,300.00	$ 37,900.00	$ 43,500.00	$ 37,128.00
3	Estes Park	6,017	$ 35,414.00	$ 41,612.00	$ 47,810.00	$ 44,050.00
4	Granby	2,002				
5	Hudson	2,569				
6	Idaho Springs	1,717	$ 26,909.00	$ 30,518.00	$ 34,128.00	$ 27,851.00
7	Kersey	1,450				
8	Mead	4,104	$ 33,987.00	$ 39,094.00	$ 44,200.00	$ 39,104.00
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750	$ -	$ -	$ -	$ 37,794.00
12	Longmont	91,911				
13	Boulder	97,763	$ 30,599.00	$ 39,786.00	$ 48,972.00	$ 43,240.00
Median			$ 29,604.50	$ 34,209.00	$ 38,814.00	
	Lyons	2,033	$ 31,224.00	$ 37,578.00	$ 43,932.00	$ 32,240.00

Town of Lyons
2016 Salary Survey
Administrative Assistant

	Town	Population	Min	Middle	Max	Actual
1	Berthoud	5,100				
2	Dacono	4,250				
3	Estes Park	6,017	$ 41,928.00	$ 49,266.00	$ 56,604.00	$ 45,364.00
4	Granby	2,002				
5	Hudson	2,569				
6	Idaho Springs	1,717				
7	Kersey	1,450				
8	Mead	4,104				
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750				
12	Longmont	91,911	$ 45,600.00	$ 49,902.00	$ 54,204.00	$ 51,153.00
13	Boulder	97,763				
Median			$ 41,928.00	$ 49,266.00	$ 56,604.00	
	Lyons	2,033	$ 34,416.00	$ 41,422.00	$ 48,432.00	$ 34,706.00
	Buena Vista	2,196	$ 26,142.00	$ 31,370.00	$ 36,599.00	$ 29,794.00
	Breckenridge	3,406	$ 37,128.00	$ 43,931.00	$ 50,734.00	$ 40,603.00
	Glenwood Springs	9,250	$ 40,746.00	$ 50,932.00	$ 61,118.00	$ 57,846.00
	Mountain Village	2,300	$ 36,721.00	$ 43,200.00	$ 49,680.00	$ 45,366.00

Town of Lyons
2016 Salary Survey
Records/Court Clerk

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Berthoud	5,100	$ 22,940.00	$ 26,954.00	$ 30,969.00	$ 31,065.00
2	Dacono	4,250				
3	Estes Park	6,017				
4	Granby	2,002				
5	Hudson	2,569				
6	Idaho Springs	1,717	$ 26,909.00	$ 30,518.00	$ 34,128.00	$ 28,258.00
7	Kersey	1,450				
8	Mead	4,104	$ 34,424.00	$ 39,593.00	$ 44,762.00	$ -
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750				
12	Longmont	91,911	$ 40,320.00	$ 44,130.00	$ 47,940.00	$ 44,808.00
13	Boulder	97,763	$ 36,280.00	$ 47,164.00	$ 58,047.00	$ 52,013.00
Median			$ 28,091.00	$ 32,355.00	$ 36,620.00	
	Lyons	2,033	$ 34,416.00	$ 41,424.00	$ 48,432.00	$ 38,667.00
	Aspen	6,500	$ 40,925.00	$ 48,914.00	$ 56,902.00	$ 59,987.00
	Burlington	4,500				
	Mountain Village	2,300				
	Pagosa Springs	1,770				
	Ouary	1,043				

Town of Lyons
2016 Salary Survey
Town Clerk

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Berthoud	5,100				
2	Dacono	4,250	$ 66,200.00	$ 82,800.00	$ 99,400.00	$ 80,205.00
3	Estes Park	6,017	$ 78,334.00	$ 95,960.00	$ 113,585.00	$ 98,976.00
4	Granby	2,002	$ 64,046.00	$ 75,390.00	$ 86,735.00	$ 84,136.00
5	Hudson	2,569				
6	Idaho Springs	1,717	$ 40,352.00	$ 45,764.00	$ 51,177.00	$ 43,886.00
7	Kersey	1,450				
8	Mead	4,104	$ 55,474.00	$ 66,570.00	$ 77,667.00	$ 66,560.00
9	Milliken	6,000				
10	Nederland	1,500				
11	Platteville	2,750	$ -	$ -	$ -	$ 59,388.00
11	Longmont	91,911				
12	Boulder	97,763				
Median			$ 59,760.00	$ 70,980.00	$ 82,201.00	
Lyons		2,033	$ 50,856.00	$ 61,212.00	$ 71,568.00	$ 62,262.00

Town of Lyons
2016 Salary Survey
Director of Public Utilities

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Delta	8,700				$ 99,589.00
2	Estes Park	6,017	$ 92,192.00	$ 112,934.00	$ 133,677.00	$ 116,743.00
3	Glenwood Springs	9,250	$ 65,137.00	$ 81,421.00	$ 97,705.00	$ 94,721.00
4	Gunnison	5,854	$ 74,000.00	$ 87,000.00	$ 100,000.00	$ 89,167.00
5	La Junta	7,290	$ 70,767.00	$ 78,393.00	$ 86,019.00	$ 79,022.00
6	Lamar	7,235	$ 75,488.00	$ 92,001.00	$ 108,514.00	$ 92,539.00
7	Springfield	1,451	$ 48,000.00	$ 55,000.00	$ 62,000.00	$ 65,790.00
8	Yuma	3,520	$ 67,500.00	$ 71,000.00	$ 74,500.00	$ 72,559.00
9						
10						
11						
11						
12						
Median			$ 70,767.00	$ 81,421.00	$ 97,705.00	
Lyons		2,033	$ 61,824.00	$ 74,412.00	$ 87,000.00	

Town of Lyons
2016 Salary Survey
Director of Public Relations

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Dacono	4,250	$ 76,650.00	$ 97,738.00	$ 118,825.00	$ 86,539.00
2	Estes Park	6,017	$ 84,196.00	$ 103,140.00	$ 122,085.00	$ 105,769.00
3	Frisco	2,800	$ 83,038.00	$ 100,059.00	$ 117,080.00	$ 99,713.00
4	Gunnison	5,854	$ 84,100.00	$ 98,800.00	$ 113,500.00	$ 113,500.00
5	Lamar	7,735	$ 48,660.00	$ 59,304.00	$ 69,949.00	$ 50,000.00
6	Mt Crested Butte	805	$ 50,000.00	$ 57,500.00	$ 65,000.00	$ 64,000.00
7	Ouray	1,043	$ 50,000.00	$ 61,000.00	$ 72,000.00	$ 57,128.00
8	Palisade	3,031	$ 60,451.00	$ 67,053.00	$ 73,654.00	$ 60,451.00
9	Snowmass Village	2,826	$ 90,180.00	$ 108,218.00	$ 126,256.00	$ 116,251.00
10	Yuma	3,520	$ 38,500.00	$ 42,250.00	$ 46,000.00	$ 57,128.00
11						
11						
12						
Median			$ 68,550.50	$ 82,395.50	$ 93,577.00	
Lyons		2,033	$ 61,824.00	$ 74,412.00	$ 87,000.00	

Town of Lyons
2016 Salary Survey
Director of Community Development

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Dacono	4,250	$ 76,650.00	$ 97,738.00	$ 118,825.00	$ 86,539.00
2	Estes Park	6,017	$ 84,196.00	$ 103,140.00	$ 122,085.00	$ 105,769.00
3	Frisco	2,800	$ 83,038.00	$ 100,059.00	$ 117,080.00	$ 99,713.00
4	Gunnison	5,854	$ 84,100.00	$ 98,800.00	$ 113,500.00	$ 113,500.00
5	Lamar	7,735	$ 48,660.00	$ 59,304.00	$ 69,949.00	$ 50,000.00
6	Mt Crested Butte	805	$ 50,000.00	$ 57,500.00	$ 65,000.00	$ 64,000.00
7	Ouray	1,043	$ 50,000.00	$ 61,000.00	$ 72,000.00	$ 57,128.00
8	Palisade	3,031	$ 60,451.00	$ 67,053.00	$ 73,654.00	$ 60,451.00
9	Snowmass Village	2,826	$ 90,180.00	$ 108,218.00	$ 126,256.00	$ 116,251.00
10	Yuma	3,520	$ 38,500.00	$ 42,250.00	$ 46,000.00	$ 57,128.00
11						
11						
12						
Median			$ 68,550.50	$ 82,395.50	$ 93,577.00	
Lyons		2,033	$ 61,824.00	$ 74,412.00	$ 87,000.00	

Town of Lyons
2016 Salary Survey
Director of Parks & Public Works

	Town	Population	Salary Min	Salary Middle	Salary Max	Actual
1	Aspen	6,500	$ 66,357.00	$ 78,954.00	$ 91,550.00	$ 90,625.00
2	Breckenridge	3,406	$ 62,166.00	$ 76,882.00	$ 91,598.00	$ 91,155.00
3	Dacono	4,250	$ 66,200.00	$ 82,800.00	$ 99,400.00	$ 82,901.00
4	Estes Park	6,017	$ 84,196.00	$ 103,140.00	$ 122,085.00	$ 108,090.00
5	Frisco	2,800	$ 46,645.00	$ 57,175.00	$ 67,705.00	$ 48,278.00
6	Glenwood Springs	9,250	$ 49,645.00	$ 62,056.00	$ 74,467.00	$ 63,332.00
7	Mountain Village	2,300	$ 58,702.00	$ 68,976.00	$ 79,251.00	$ 58,710.00
8	Palisade	3,031	$ 50,419.00	$ 55,925.00	$ 61,431.00	$ 52,972.00
9	Mead	4,104	$ 77,043.00	$ 92,456.00	$ 107,869.00	$ -
10	Palisade	3,031	$ 50,419.00	$ 55,925.00	$ 61,431.00	$ 62,972.00
11	Snowmass Village	2,826	$ 70,781.00	$ 83,132.00	$ 95,483.00	$ 81,889.00
11						
12						
Median			$ 62,166.00	$ 76,882.00	$ 91,550.00	
Lyons		2,033	$ 61,824.00	$ 74,412.00	$ 87,000.00	

Town of Lyons
A/P Summary Bi-Monthly
12/29/16

Date & Check #	Handchecks	Description	Amount
12/28/16 Check #95400	Oskar Blues	Volunteer & Staff Parties	$ 1,180.00
		Total Handchecks	**$ 1,180.00**
	Will report payroll on update		

Unpaid Invoices - Vendor	Amount	Grant Funds	Grant Name
Advanced Auto Parts	$ 18.23		
American Heritage Life Insurance Co	$ 70.64		
Boulder County Finance	$ 76,279.00		
Caselle	$ 1,394.00		
CIRSA	$ 1,000.00		
Colorado Municiple Clerk Assn.	$ 165.00		
Colt	$ 563.70		
DHM Design	$ 3,721.02	$ 3,721.02	FEMA
Hill Petroleum	$ 539.20		
Hygiene Propane Services	$ 548.00		
Industrial Automation Gurus, LLC	$ 59,952.25		
JLB Companies, Inc	$ 2,874.20	$ 2,874.00	CDPHE-FEMA
Lyons Recorder	$ 528.40		
MUNICODE	$ 2,222.41		
Oskar Blues	$ 1,180.00		
Quill	$ 275.88		
Reserve Account	$ 500.00		
Triple R. Excavation	$ 7,437.00		
Verizon Wireless	$ 333.60		
Western States Hazardous Waste Project	$ 250.00		
Workwell Occupational	$ 225.00		
Total Unpaid Invoices as of 12/29/2016	$ 160,077.53	$ 6,595.02	Grant Expenditures
Total (Handchecks, unpaid invoice & payroll)	**$ 161,257.53**		

Town of Lyons
A/P Summary Bi-Monthly
12/29/16

Total Unpaid Invoices as of 12/19/16	$ 481,394.36	**$ 13,190.04**	**Grant Expenditures**
Total (Handchecks unpaid invoices & payroll)	**$ 482,574.36**		

SPECIAL MEETING

DRAFT AGENDA

TOWN OF LYONS

WEDNESDAY, DECEMBER 21, 2016 @ 4:00 pm

Board of Trustees

SHIRLEY F. JOHNSON COUNCIL CHAMBER

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

I. Roll Call and Pledge of Allegiance

Roll Call.

Present: Mayor Connie Sullivan, Mayor Pro Tem Dan Greenberg, Trustee Wendy Miller, Trustee Barney Dreistadt, Trustee Jim Kerr, **Absent:** Trustee Juli Waugh, Trustee Michael Karavas

II. A Reflective Moment of Silence

III. General Business

1. Resolution 2016-118, a Resolution Approving Bohn Park Construction Project6 PW 20E-1, Recommendation of Award to DeFalco Construction Base Bid Item #1 and Bid Alternate.

Director of Parks and Recreation Dave Cosgrove provided updated information. Parks Director Cosgrove stated not much has changed since Monday's meeting. Updates are: Versioning process with FEMA's pilot program is continually being updated. We submitted 50% in October and 100% in April. Director Cosgrove spoke to the overflow channel on the Stacy parcel. The Town is constantly asking for written approval. FEMA recommends not continuing with that piece as it is out of the foot print. They have given us the ok for 100%. When we met with the State they advised us that it is not unusual. There is risk, but if we don't move forward, they will de-obligate the funds. It is a catch 22 situation. The State says to document it very well and state that our goals do align with the work being done. The question is, can work wait until it is approved? Mayor Sullivan asked, is that work tied to the whole version or just that piece. Finance Grant Technician Tracy Sanders stated it doesn't affect the entire project. The State indicated to us that it wouldn't be an issue. Staff did a walkthrough with them and have also discussed a contingency plan. Mayor Pro Tem Greenberg asked, if by signing the contract would the town be committing to that work with FEMA? Director Cosgrove stated, no, it could be a change order. Mayor Pro Tem Greenberg asked what risk does this present. Director Cosgrove stated it does speak to flood plain permitting issues, but there are other options/funding. There is an opportunity that the town can do the work in-house. Mayor Sullivan asked to speak to the time frame. Director Cosgrove stated the town can wait to do this till June, July, or August till we have the approval. Mayor Sullivan asked, we've had this since April? Were you just confident that it would be approved? Technician Sanders stated we check in every week with the State on the version process, we were fairly confident. Project Manager Sloan Nystom stated we kept getting verbal ok, and we asked for a written ok and they denied it. Director Cosgrove stated there doesn't seem to be a clear process in place that tells you when to go ahead, you are always at risk. Trustee Dreistadt stated it puts us in the position of writing a check for loosey goosey processes, it is extraordinarily difficult when you know the level of risk is very real. Town Administrator Simonsen stated the State said every community is at risk, that we have to know that. They could come back at in 6 years and decide not to cover projects. You can't rely on FEMA, you have to go ahead with recovery and not assume or expect help. That FEMA doesn't work well for small communities. Trustee Dreistadt stated by having lack of documented approval, then we have a weaker case. If we insist on documentation we have a better chance. Administrator Simonsen stated we don't get to communicate with FEMA, we go through the State, and they submit the "Minutes" from meetings with us. Technician Sanders stated we even document every meeting and it is very

hard to get written approval from FEMA. Mayor Sullivan stated I think this is a great example of us having in house legislative documentation for future boards. Administrator Simonsen stated, to build confidence for the board, we have 56K for river money that we could move to this project, and the State confirmed that we could do the work in-house. Mayor Sullivan stated it sounds like we could do it, but how long will it take to come back. Technician Sanders stated I've negotiated with FEMA; they only allow one version, the Town has four. We need to include Lyons River Park and see where we are on the priority list. Mayor Pro Tem Greenberg asked, when you have these conversations/walkthroughs, do you document them? Administrator Simonsen stated, of course. But they reiterated today that a verbal on the field means nothing. Technician Sanders stated every meeting is documented in case anyone wants to dispute. Mayor Sullivan asked have we moved forward with anything since we received the obligation letter. Technician Sanders stated no, we are waiting. The pilot projects are not covered. Mayor Sullivan stated I am just trying to understand how big of a deal this is? Technician Sanders stated I got the feeling from the State today, that doing nothing is just as bad as moving forward. It shows FEMA that we don't really need it. Trustee Dreistadt stated this just puts us in a very difficult position to write a check without reimbursement. Trustee Kerr stated, I guess not going ahead is just as risky. Can we do the overflow at the end? Administrator Simonsen stated we have to do it because it is in the version. Technician Sanders stated I believe we can wait till close out to version out but will confirm on Wednesday. Mayor Sullivan stated hopefully we can leave it in. Trustee Dreistadt asked does it leave the rest of the project at risk? Technician Sanders stated no, the river work we are doing has been approved. It's just the overflow. Mayor Pro Tem Greenberg stated we understand that you meet every week with reps, after the big State meeting, McConnell bridge design, someone took hold of it and brought it back to us. That has been effective; we don't want to throw too much at them. But when staff holds on to this and doesn't share the information we lose. Administrator Simonsen stated we just found out yesterday. Technician Sanders stated we didn't know we had any other options.

Administrator Simonsen gave an update on State meeting: DHSEM, we met with new staff assigned to us. We didn't get into detail, but we did set goals. We went through key projects: Bohn Park, McConnell Bridge, Public Works Site, and 2nd Avenue Bridge. We discussed the guidance letter from Director Klein, and ways to more effectively communicate with each other. They have assigned a primary and back up for every process. We talked about the Town submitting invoices; they are expected in 45 days. The State then has 45 days to reimburse. We discussed that that is really pushing it. At least through December payments, they need it to be 60 days. I recommend at least thru June and then we can reevaluate. Administrator Simonsen stated we then can work on cash flows, but it still adds 120 days to be reimbursed. Mayor Sullivan stated that is really disappointing. Administrator Simonsen stated, yes, but at least we know where it stands. As we went through primary projects, they realized it would be 6-9 months out. But with what we know now, to get it fine tuned will take some time. They will work with us monthly on cash flow, and quarterly with DHSEM. If we get into a deficit then we may be eligible for another 2 million dollar advance in 2017, repayment would begin in 2018 or 2019. Technician Sanders added there is now the possibility of large invoices being covered. We could submit within 3-5 days and they will reimburse immediately, they can't be little invoices or an everyday thing. Administrator Simonsen stated they have new processes in place where they will literally walk the paperwork down the office for signatures. Mayor Sullivan asked if the town has received the $3,000,000 advance. Administrator Simonsen stated, no, I spoke with Heart and she said she stated it will be here Thursday. Mayor Sullivan stated she is very disappointed. Administrator Simonsen stated we deal with this daily. Mayor Sullivan asked, where did you end on the tool, when do we get the tool? I still believe that we end up with a tool that reflects reality. If 45 days is a goal that can't be reached, then what's the point? We need to be a little more firm. We are making our decisions not on what is in our account now, but our projections for cash flow. Mayor Sullivan further stated, I did hear that bigger invoices will be covered, but we as a board, we have to put some things on paper. We cannot cash flow recovery with enterprise funds. I know our bank account says we have 4.5 million dollars but it is not for those projects. We've got 3 major projects, and if we don't have the States commitment I don't feel comfortable. I think the State finally understood that. And that they have committed a $3,000,000 advance for us indicates

commitment and reality on their part. Once we get that tool, hopefully it helps. Clarifying to the State that 45 days for them to reimburse the Town is huge. Mayor Pro Tem Greenberg stated, I'm surprised to hear that all of a sudden it changes. We as a town are not ready to get our affairs ready in 45 days. I heard both groups and the State need to fine tune their internal mechanisms. I just wish they had said that when the Mayor and I were in the meeting. Trustee Dreistadt stated that means a reimbursement schedule of 120 days, not 90. Spreadsheets convey way more predictability than usual. If 90 days was bending the bow, the likely hood of it being less than 90 is nice talk. But we need to be realistic. Administrator Simonsen stated the model you looked at Monday, was based on our actual reimbursement. This was more along the lines of 6-9 months. Margi wanted us to bring up the 2 homes that were going to be funded by DHSEM are now going under Disaster Recovery. Dave got to look at the equipment not being replaced and both of those are around 1 million. Mayor Sullivan asked where are you with the tool? Administrator Simonsen stated we left it with Margi to get it done by December 31st. Trustee Kerr asked will the tool reflect the days? 45 or 60? Administrator Simonsen stated it will be 60 days thru June 2017. Trustee Kerr said I'd hate to tell the Town that we didn't do Bohn Park because we couldn't move McConnell Bridge a month or two up. I don't see why we can't approve this tonight. Mayor Sullivan stated that's if everything works well and we know it's not going to. We just can't play this game every month for the next year. We have to take a stand and we are further along and the funds are still tied up. If we continue to fund projects out of the General Fund we are in trouble. We can't look at our enterprise funds as money we could tap into. Earlier we didn't know, but now we know, we know what can go wrong and what can be de-obligated. If we get too crazy awarding projects we are in trouble. Administrator Simonsen stated we did get $580K from GOCO today and it's just so fluid. Mayor Sullivan stated I just can't wrap my head around why we haven't been reimbursed all this time. I also do have faith in you guys that we wouldn't do something we couldn't. As long as you can commit to not using the enterprise funds for projects, then ok. Administrator Simonsen stated enterprise funds would cover the purchase of public works property. Mayor Sullivan stated, no, that's different. Trustee Kerr stated, I agree, we do not use enterprise funds. But that's not what I heard them say, they have a very conservative spread sheet and granted the sky could fall, and we'll have to adjust. But I think we need to move forward with Bohn Park. Trustee Dreistadt stated I'm thinking those projects that have spent money will catch up at some time. Mayor Sullivan stated I think we need to get in writing some of the things from today's meeting. Administrator Simonsen stated Steve Boand took responsibility and took minutes; he will get the documents back to us. Mayor Sullivan stated once we get that there could be an opportunity to put these commitments in writing. We need to state that we did these projects under the assumption of reimbursement. Mayor Pro Tem Greenberg asked could we have the spreadsheet be part of our legislative record. Since it is a snapshot in time we need it be part of the record. To show that at that time it was the best information available. Mayor Sullivan stated yes, after December 31st we will get that tool. Discussion on documentation, actual and projections for posterity. Technician Sanders stated Margi does this monthly. She further stated for FEMA we have 1.3 million in RFR's and pending insurance funds. Mayor Sullivan stated it just seems like a large chunk of money is out there. Administrator Simonsen asked Technician Sanders when she could have something. Technician Sanders stated that Margi is out till the first of the New Year. Mayor Sullivan stated at least now that we have a target, where are we right now? Administrator Simonsen replied it's 6-9 months. Mayor Sullivan asked not on our side? Technician Sanders stated, we typically pay invoices within 30 days; especially with contract work. Mayor Sullivan requested to get that by the next meeting with Technician Sanders agreeing to provide. Trustee Dreistadt stated it would be interesting to see a matrix that shows each RFR, the aging of submission, the aging of reimbursement. Technician Sanders stated there is a tool with the State that shows how long it's been in the process. Trustee Dreistadt stated, don't make this a huge project, just some useful information so we know where we are. Mayor Sullivan stated obviously we are doing well enough, but we are trying to do more now with less money. Mayor Pro Tem Greenberg stated everyone in this room knows so much more now than 2 years ago; if we can make any improvements that would be great. Project Manager Nystom stated I think the process of funneling invoices to one department is great.

Mayor Pro Tem Greenberg made a motion to approve. Trustee Kerr, second.

Mayor Sullivan added the contingency that any time invoices come in and grant funds would exceed money in general fund we don't pay. We can't use enterprise funds to pay invoices. Director Cosgrove stated I reached out to DeFalco and they were amenable to a 45 day turnaround. Mayor Sullivan stated I think state statutes are different. Administrator Simonsen stated per Town Attorney Guckenberger; state law requires partial payment to contractor at the end of each month if contract is more than $150K. We must give a partial payment. Trustee Kerr stated your recommended amendment is more general, sounds more like a policy/ordinance change.
Trustee Kerr stated I recommend staff draw up a resolution to address that it applies to every contract, not just this one. Mayor Sullivan stated I agree, we can do that. And only if our grant fund dropped below our general fund. We can follow up with the State and any other terms we want to address. We want to be able to use the tool to our advantage with the State. Mayor Sullivan stated I do feel better today than Monday.
All voted in favor of/Motion Passed.

Mayor Pro Tem Greenberg motion to adjourn. Trustee Kerr, second. Meeting adjourned at 5:07 pm.

Respectfully submitted by;

_____ _____

Dolores Vasquez, Deputy Town Clerk Mayor Connie Sullivan

TOWN OF LYONS, COLORADO

A PROCLAMATION BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO COMMITTING TO A DIALOGUE OF INCLUSIVITY AND TO RESPECTING THE RIGHTS AND BELIEFS OF ALL CITIZENS

WHEREAS, Lyons, Colorado is a town that welcomes and includes people of all races, colors, creeds, and national origin, and the Lyons Board of Trustees ("Board") cherishes this diversity and believes it enhances the quality of life in our community; and

WHEREAS, the Board welcomes all to share the warm hospitality of Lyons; and

WHEREAS, the Board respects diversity and desires to ensure that the human rights of our citizens are protected, and to that end desires to proclaim that the Town of Lyons will not tolerate unlawful discrimination in any form; and

WHEREAS the Board remains firmly committed to the delivery of services to all of its residents; and

WHEREAS, the members of the Lyons Board of Trustees pledge to work together and move crucial dialogue forward that ensures all Lyons citizens feel their voices are heard, and to advocate that our community will foster and ensure equity, social justice, and freedom from fear of persecution based on race, religious belief, country of origin, sexual orientation, gender, income level, physical ability or age; and

WHEREAS, the Board pledges to work together to support our brothers and sisters in communities of color, LGBTQ+, immigrants, refugees, indigenous people and those of all religious backgrounds, including those without a religion, who have been persecuted, and

WHEREAS, the Board advocates for expanded community outreach, engagement and authentic collaboration to empower each Lyons citizen to create a society which does not tolerate any act of racism, misogyny or oppression toward another individual; and

WHEREAS, each Lyons citizen has the responsibility to engage, learn, and debate different views and beliefs in a civil, robust manner, which includes understanding the assumptions, stereotypes and biases that we all hold and that inclusivity work is never finished.

NOW, THEREFORE, the Board of Trustees of the Town of Lyons, hereby proclaims:

Section 1. That the Board of Trustees of the Town of Lyons hereby commits to participate in and help to expand inclusivity conversations and systems that are free of oppression.

Section 2. That the Board of Trustees of the Town of Lyons hereby commits to evaluate our systems of government with an inclusive lens to ensure the rights and beliefs of all citizens are considered and respected.

Section 3. That the Clerk of the Town of Lyons shall affix the seal of the Town of Lyons to this proclamation and a copy will be hung in the reception area of Town Hall so that all who enter Town Hall will know the Town's commitment to every individual who visits or calls our great town of Lyons home.

GIVEN under my hand and Seal of the Town of Lyons
this 3rd day of January 2017 A.D.

_____

Connie Sullivan, Mayor

Agenda Item: IX.2.
Meeting Date: 1-03-2017

Subject: Resolution 2017 – 04, a Resolution

Presenter: Victoria Simonsen, Town Administrator

Background:

Immediately following the Front Range Flood of 2013, a FEMA capacity building team assisted the town with developing the Lyons Recovery Action Plan. University of Colorado Denver and DOLA coordinated with FEMA to conduct a series of public meetings and recovery working groups to draft the plan.

On October 7, 2013, the Lyons Board of Trustees proposed the formation of Recovery Working Groups ("RWGs") comprised of town residents, Board of Trustee members, representatives of the Sustainable Future Commission, members of the Planning and Community Development Commission and members of the Town's other boards and commissions working in related areas as a citizen-led path to recovery to assist the Town in planning its recovery.

See Resolution 2017-4 for complete history of the project.

Upon final completion of the recovery working groups, the Lyons Recovery Action Plan was drafted and reviewed by the PCDC and BOT.

On March 31, 2014, the Board of Trustees held a public hearing and adopted the Lyons Recovery Action Plan at a special meeting. However, a formal resolution is unable to be retrieved.

This resolution would confirm adoption of the LRAP as presented and voted upon in March 2014.

TOWN OF LYONS, COLORADO
RESOLUTION 2017-4

A RESOLUTION CONFIRMING THAT THE LYONS BOARD OF TRUSTEES ADOPTED THE LYONS RECOVERY ACTION PLAN ON MARCH 31, 2014 AND RE-ADOPTING THE LYONS RECOVERY ACTION PLAN

WHEREAS, as a result of the extensive flooding suffered by the Town of Lyons ("Town") in September 2013 ("2013 Flood"), many residential, commercial, and municipal facilities in the Town were significantly damaged or destroyed, and the entire Town was evacuated; and

WHEREAS, disaster recovery action plans have proven indispensable to the recovery of other municipalities affected by federally-declared disasters; and

WHEREAS, on October 7, 2013, the Lyons Board of Trustees proposed the formation of Recovery Working Groups ("RWGs") comprised of town residents, Board of Trustees members, representatives of the Sustainable Future Commission, members of the Planning and Community Development Commission, and members of the Town's other boards and commissions working in related areas as a citizen-led effort to assist the Town in planning its recovery from the 2013 Flood; and

WHEREAS, in mid-December 2013, the Town began an intense, transparent, citizen-driven recovery planning process that included widely advertised community-wide meetings, public hearings, online discussions, social media, an interactive recovery website, and other means of community participation and engagement; and

WHEREAS, from January 13 to February 24, 2014, eight RWGs met weekly to develop recovery objectives and project ideas, with technical and facilitation support from the FEMA community planning team, the State of Colorado Department of Local Affairs, Natural Capitalism Solutions Inc., and the University of Colorado-Denver Department of Planning and Design; and

WHEREAS, the RWGs submitted 57 project ideas for review, which resulted in Project Development Guides (PDGs) consisting of detailed questionnaires that facilitated collection and evaluation of information about goals, strategies, and expected outcomes of proposed projects and programs; and

WHEREAS, staff from the Federal Emergency Management Administration ("FEMA") Community Planning and Capacity Building section collected, reviewed, and compiled the PDGs into a Community Recovery Implementation Table, similar in format to the implementation table in the 2010 Lyons Comprehensive Plan, the purpose of which was to identify the Town's post-flood recovery needs while maintaining a balance with existing goals and objectives developed prior to the 2013 Flood; and

WHEREAS, on March 17, 2014, Town staff released a Draft Recovery Action Plan comprised of nearly 60 individual projects, policy changes, or instructions for further plans or studies and the Implementation Table, which identifies opportunities for reducing future risk and building resilience; and

WHEREAS, the Draft Recovery Action Plan was not all-inclusive, and some projects were included only in the appendix to that document because they had progressed outside of the recovery planning process and in many cases had been approved, funded, and were already being implemented; and

WHEREAS, on March 24, 2014, the Lyons Sustainable Futures Commission ("SFC") and Planning and Community Development Commission ("PCDC") held a joint public meeting to receive public feedback regarding the Draft Recovery Action Plan; and

WHEREAS, on March 25, 2014, the PCDC developed recommendations concerning the Draft Recovery Action Plan for the Board of Trustees, and on March 27, 2014, the SFC held a meeting for similar purposes; and

WHEREAS, on March 31, 2014 the Board of Trustees held a special meeting to hold a public hearing on and to consider the Draft Recovery Action Plan; and

WHEREAS, at that March 31, 2014 meeting, after a motion by Trustee Dawn Weller and a second by Trustee Connie Sullivan, the Board of Trustees voted 6-0 to adopt Resolution 2014-24, which adopted the Lyons Recovery Action Plan and Implementation Table as modified by the Board of Trustees ("LRAP"); and

WHEREAS, the Board of Trustees adopted the LRAP as a complement to the Lyons 2010 Comprehensive Plan to serve as a flexible guide to the Town's long-term recovery process that accounts for new challenges and realities since the 2013 Flood, which may be updated as the need becomes apparent; and

WHEREAS, students and faculty from the University of Colorado Denver's Department of Planning and Design assisted the Town in preparing the LRAP by providing flood impact research, data, and maps or other visual media; drafting a recovery planning process methodology; compiling the goals and objectives developed by the RWGs; and producing a final version of the LRAP for distribution upon its adoption; and

WHEREAS, the Town provided copies of the LRAP to the United States Department of Housing and Urban Development, the State of Colorado Departments of Homeland Security and Emergency Management and Local Affairs, and also made the LRAP available to the public by posting it on the Town's web site; and

WHEREAS, on April 1, 2014, the Town began implementing the LRAP, and has relied on the LRAP in formulating goals, establishing priorities, and appropriating funds for flood recovery projects; and

WHEREAS, the Town has reviewed the LRAP every six months since its adoption to track the Town's progress on its flood recovery goals and objectives; and

WHEREAS, perhaps as a result of the turbulence and frequent relocation of Town offices and records in the wake of the 2013 Flood, Resolution 2014-24 is unable to be retrieved; and

WHEREAS, the Board of Trustees desires to acknowledge and confirm its prior adoption of the LRAP and to re-adopt the LRAP.

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

Section 1. The Board of Trustees hereby acknowledges and confirms that by and through formal action of the Lyons Board of Trustees at a special meeting held on March 31, 2014, the Town adopted the Lyons Recovery Action Plan, and that the Town's reliance on such

plan in the use of grant funds for flood recovery projects was proper and in the due course of Town business.

Section 2. The Board of Trustees hereby re-adopts the Lyons Recovery Action Plan.

Section 3. This resolution shall become effective immediately upon adoption.

ADOPTED THIS 3rd DAY OF JANUARY 2017.

TOWN OF LYONS

By:_____
Mayor or Mayor Pro Tem

ATTEST:

_____
Debra K. Anthony, MMC - Town Clerk

Resolution 2014-24

Adopted and passed 3/31/14

Agenda Item No:

Meeting Date: March 31, 2014

Subject: **Town of Lyons Recovery Action Plan Recommendation to the Board of Trustees**

Presenter: **Michelle Allen, Planning and Community Development Commission**

Background:

On March 24, 2014 The Planning and Community Development Commission held a joint public hearing with the Sustainable Futures Commission Monday, to take public comment and form a recommendation regarding the Town of Lyons Recovery Action Plan. The PCDC has developed a recommendation, and created a list of observations for the Board of Trustees to consider.

Recommendation:

The PCDC recommends that BOT accept the Lyons Recovery Action plan, including streamlined implementation table, keeping in mind the Recovery Action Plan represents areas of interest to be explored and not pre-approved projects. Each project or action the Recovery Action Plan will still need to be presented on its own merits through the normal review process, including integration into annual work programs, securing funding and subject to formal approvals, for example by the PCDC and the BOT.

PCDC Observations:

1. Greater emphasis will be needed for priorities within recovery topic areas (e.g. Housing, Infrastructure, Streams, Econ Dev, HHS, Public, Arts and Culture, etc.).
2. Missing and needed are the identification of the dependencies between groups and projects.
3. PCDC has concerns that there are planning issues which will need to be addressed early on in order for these WG's to get started in earnest. Examples include:

- Siting; location siting will need to be done as a master plan instead of independently; siting should prioritize: housing, public facilities, and parking.
- A transportation 'Connection Plan' should be done as soon as possible to provide information and guidance for recovery projects (NOTE: dependency is tied to housing locations and other projects).
  - "Transportation Connection Plan" identifies current, desired and future automobile, bike, pedestrian, multi-use and golf cart connections. The exact location and design of the connections are then identified in each individual planning process. For example Parks and Recreation would design the parks trails with a guide to where they should connect with town wide bike and pedestrian ways. A connection Plan was already a priority related to the Eastern Corridor. The police and fire departments identified this as an essential component of public safety as it would indentify connections needed to rectify to dead ends and alleys that are not adequate for safety vehicles.

4. CPAT report is intended to address resiliency and other issues for Confluence Recovery measures. PCDC recommends that elements of the CPAT process and report be considered as an amendments to the Lyons Comprehensive Plan.
5. PCDC recommends establishment of a temporary housing RV park to be a top town priority. The RV park should be designated for use by displaced residents and volunteers only.

6. Once prioritized, PCDC recommends the Community Center project idea will require a designated task force to undertake this initiative.

Public Comment:

Jane Bravard, 215 Cobblestone Ct.: Worked on the ponds PDG; this was omitted as parks and rec component; there was submitted a different pond PDG; wishes that this be considered.

Ann Obrien, 206 Cobblestone Ct.: What about varied temporary lodging & zoning for this? Arts & Humanities and EDC recognized this as a need.

Reed Farr - 118 Estes Ct.: Received proposals for the St. Vrain Watershed Master plan. Planning process will help prioritize many PDGs, particularly around rivers corridor. They will be active in recommendations; BOCO holds contracts; team by end of April. McConnell ponds PDGs; one from streams committee, one from parks. They will be combined under Parks & Rec. w/ natural sequencing.

Cater Christensen, 203 Cobblestone Ct.: Participated on Stream team. Wants to talk about ponds, (gave out proposal to SFC & PCDC).

LaVern Johnson, 306 Evans St.: Did the PDGs ever get together with each other to see what they all think and compare? Would like to see this happen.

David Bailey, 315 McConnell Drive: Agrees with LaVern; would like to see the groups get together so that the board can make an informed decision.

Meeting Date: 04-21-14
Agenda Item: VII.4.

Subject: Recovery Action Plan – Next Steps

Presenter: Victoria Simonsen, Town Administrator

Background Information:

In early 2014, the Town of Lyons launched an ambitious citizen-driven recovery planning process, resulting in the Lyons Recovery Action Plan. This plan is intended to complement the 2010 Comprehensive Plan by taking into account new challenges and realities since the September floods. The Lyons Recovery Action Plan is the tool that records the actions determined in the planning process and that charts implementation moving forward. This inclusive, resident-driven process is the first step to recovery and has been proven indispensable to the recovery of other disaster-affected communities around the United States.

On December 18, 2013, the Town of Lyons officially moved from post-disaster response to long-term recovery. Lyons marked this transition with a public meeting at LifeBridge Church, attended by hundreds of town residents. The Town leadership thanked the volunteers who worked tirelessly during the disaster response and presented examples of recovery plans and processes from other disaster-stricken communities. During the kickoff, participants broke into seven topic sub-groups, generally reflective of the topic areas within the Lyons Comprehensive Plan: 1) Housing 2) Stream Recovery 3) Public Facilities & Infrastructure 4) Parks & Recreation 5) Arts, Culture & Historic Preservation 6) Business & Economic Development and 7) Health & Human Services. These topic sub-groups became the Town's eight Recovery Working Groups (RWGs) when Public Facilities and Infrastructure were separated.

The Recovery Working Group (RWG) is an all-inclusive, temporary, community based group tasked with issue identification, idea generation and recovery project formulation. The RWGs were the workhorses of the recovery planning process. They met once per week for six weeks, from January 13 to February 24. Besides town residents, the RWGs also included town staff, Board of Trustee Appointees, representatives of the Sustainable Future Commission, and members of the Planning and Community Development Commission. The final deliverables from each RWG included a variety of projects for the Town to consider and adopt. A recovery planning Steering Committee also met four times during the planning process to coordinate RWG outputs, provide direction and prioritize projects based on their impact on flood recovery.

After the six-week recovery planning process, the RWGs submitted for review a total of 57 project ideas. The resulting Project Development Guides (PDGs) consist of a detailed questionnaire that facilitates collection and evaluation of information about goals, strategies and expected outcomes of proposed projects and programs.

Staff from FEMA's Community Planning and Capacity Building section collected, reviewed and compiled the PDGs into a Community Recovery Implementation Table, similar in format to the implementation table in the 2010 Lyons Comprehensive Plan. The purpose of the Implementation Table is to identify the Town's post-flood recovery needs while maintaining a balance with existing goals and objectives developed prior to the September floods.

The Sustainable Futures Commission (SFC) and Planning and Community Development Commission (PCDC) held a joint-public meeting on March 24, 2014 to receive public feedback regarding the Recovery Action Plan and Implementation Table. On March 25, 2014, the PCDC developed recommendations for the Board of Trustees, and on March 27, 2014, the SFC held a similar meeting. On March 31, 2014 the Board of Trustees voted to adopt the Recovery Action Plan and Implementation Table.

The following is an excerpt from the March 31, 2014 BOT Minutes:

I. Next Steps

a. How to Implement

Commissions should come before the BOT by May 2014 with prioritized work plans for the year. Each commission needs to determine how often to meet to meet goals.

Steering committee stays in place to ensure priorities and communication with BOT are followed.

b. Procedure for Regular Review and Updates

The BOT recommends that Steering Committee works as BOT communications liaison for Recovery Plan progress. *The current BOT recommended that this item be discussed by the new BOT at its next meeting.*

c. State Recovery Liaison

Administrator Simonsen introduced Don Moore as the State Recovery Liaison for the Town of Lyons. After bringing Mr. Moore up to speed on the Town's recovery efforts to date, Administrator Simonsen expects that Mr. Moore will take over the recovery operations, which will allow her to get back to overseeing the day-to-day operations of the town.

d. CPAT Visit/Agenda

Andy Rumbach, Professor of Planning Design at University of Colorado Denver, reported that a disaster–related CPAT will take place in Lyons. The Team will focus on the Confluence area, and topics will include national best practices for building in the floodplain and what is best use of 404 land. They will be in Town May 12-15, with visuals to be included in the final Recovery Plan.

Professor Rumbach is also overseeing the production and design of the final Recovery Plan document, which will be published, as well as put on the internet. The timeframe is the first week of May.

Mayor Van Domelen suggested having a party at the end of May.

It is important to note that a number of projects to temporarily fix the Town's water, wastewater, and electric systems and enable the return of residents and businesses moved forward outside of the long-term recovery process. Beyond these short-term measures, there are on-going recovery efforts that are aimed both at permanent repairs to damaged public infrastructure and facilities as well as continuing implementation of important projects that were already underway prior to the flood and will make a significant contribution to long-term recovery. Because these projects are already approved, funded, and in some cases are already being implemented, they have not been included in the Implementation Table of the Lyons Recovery Action Plan. However, they are top priorities in terms of staff implementation capacity and Town resources and will be included as an appendix in this document.

After the Board of Trustees revised and adopted the documents, students and faculty from the University of Colorado Denver's Department of Planning and Design finalized the recovery plan document. The Town and State will continue to move forward with funding requests, grant and project management. The recovery effort will be a multi-year engagement to rebuild Lyons safer and more resilient, and this Recovery Action Plan will be updated on a semi-annual basis.

Note from Mayor O'Brien:

> Now that the RWG's have been disbanded and the Lyons Recovery Action Plan has been approved by the BoT, it is now time to start the implementation phase.
>
> Our short term goal should be the following: by the end of May the board would review an implementation plan for each of the commissions. This plan would include
>
> 1) Work steps for the "A" and "Directly Flood Related "objectives from the Lyons Recovery Action Plan – Implementation Table, March 2014.
>
> 2) Budget available and required for each of the objectives.
>
> 3) Timelines for each of the major work steps
>
> 4) Actions required by "Key Partners"
>
> Between now and the end of May, please meet with your groups and formulate your plans. We will set a date around the end of May for the Board of Trustees to review each of the commissions' plans.
>
> If you need to incorporate some of the people who worked on/with the RWG's into your commission, please do. They are knowledgeable and motivated.

Staff Recommendation: Staff concurs with the recommendations made by the previous board and Mayor O'Brien. It is recommended that the Steering Committee be comprised of the chair of each Recovery Working Group, a Board of Trustees liaison, PCDC Chair, State Recovery Liaison, Assistant to the Administrator, and a representative of the Chamber of Commerce and Lyons Community Foundation.

Sustainable Futures Commission:
Lyons Recovery Plan Recommendations

The Lyons Recovery Plan has done a good job of incorporating sustainability throughout.

The SFC reviewed the goals and objectives in the ***Implementation Table***. The SFC found that a majority of action items have a *positive sustainability impact*. There are a few items that have ***no sustainability impact*** and the SFC felt that these actions did not require our input. The final actions were flagged as having *caveats* associated with them that needed additional input to ensure they promote sustainability.

The SFC has included a list of recommendations for the Board of Trustees that mirrors the ***Implementation Table*** and highlights the actions that we have identified with caveats.

In addition to these caveats the SFC recommends:

1. Time needs to be spent looking at the plan holistically before dividing it up and sending it to the different responsible parties. SFC seeks membership on the steering committee to help guide this process from the outset.
2. Continue an ongoing participation by SFC in key projects to ensure a sustainability focus and linkage with the comprehensive plan and the sustainability plan currently in development.

Why Sustainability is vital to a Resilient Recovery Process?

The 2013 flood had huge environmental, social and economic impact on Lyons but done correctly the recovery can have an even greater positive impact in all of these areas. The Sustainable Futures Commission (SFC) believes that if Lyons embraces sustainable recovery we can:

- Leave the community less vulnerable to future floods;
- Integrate solutions that revitalize the local economy;
- Include ways that support and nurture the people in the community; and
- Incorporate solutions that help to solve some of the global challenges that cause disasters.

TOWN OF LYONS

Lyons Recovery Action Plan: SFC Recommendations	Timeframe: Positive Sustainability Impact	Timeframe: Has Some Caveats	Timeframe: No Sustainability Impact	Caveats	PDG #
Arts, Culture & Historic Preservation Goal 1: Support the advancement of education and culture in the community.					
Arts, Culture & Historic Preservation 1.1: Create opportunities for arts & artists to thrive in Lyons.					
ACH 1.1.1 Create a live-work development that can provide affordable housing for artists as well as a space to incubate their trade and business.		x		To encourage creative talents into Lyons, a live-work space can be developed increasing Lyon's talent resources, tourism attractiveness, and economic vibrancy. The development project would consist of a mixed-use space that encourages walking as opposed to vehicles, is built in an energy efficient manner, and discourages waste.	ACH-2
ACH 1.1.2 Explore feasibility of a music and arts school that compliments Lyons' cultural tourism sector and employs local creative arts professionals.		x		Many pre-flood residents were made up of musicians, craftsmen, and artists. Attracting this talent back to Lyons by building a Music & Arts school will increase Lyons' consumer base and attractiveness as a tourist destination. The building should: be built with rapidly renewable and local resource; encourage efficiency to lower utility costs; be built resiliently to not have to be rebuilt in the future; and encouraged to follow LEED, Energy Star, and other sustainable standards.	ACH-4
ACH 1.1.3 Explore the possibility of multi-use performing arts center.		x		A multi-use performing arts center where people can perform, conduct meetings, and simply gather will attract both visitors and outlying town members into town improving the economy and the interconnectivity of the community. Building such a place will require a lot of time, money, and resources having big impacts on the environment. To offset those impacts the building should: be built with rapidly renewable and local resource; encourage efficiency to lower utility costs; be built resiliently to not have to be rebuilt in the future; and encouraged to follow LEED, Energy Star, and other sustainable standards.	ACH-5
ACH 1.1.4 Explore the viability of enhancing the existing Raoul Vasquez stage in Sandstone Park for events such plays, dance performances, and concerts.		x		Lyons has a public stage in Sandstone Park but highway traffic prevents plays and can effect music prefomances at that particular spot. Finding ways to dampen the highways impact might be benificial. However the space is in a public park and thus can not be used for ticketed events so this has limited economic impact. If any construction were to happen it new construction should: be built with rapidly renewable and local resource; encourage efficiency to lower utility costs; be built resiliently to not have to be rebuilt in the future; and encouraged to follow LEED, Energy Star, and other sustainable standards.	PUB-4
Economic & Business Goal 1: Create an environment in which local businesses can prosper and expand.					
Economic & Business Objective 1.1: Promote business retention and the creation of new business in Lyons.					
BIZ 1.1.1 Obtain funds to help regenerate the economy of the Town of Lyons and its immediate surroundings by helping businesses recover from significant losses.	x				BIZ-1
BIZ 1.1.2 Increase digital connectivity to attract innovators and entrepreneurs.	x				BIZ-3 & BIZ-5
BIZ 1.1.3 Explore and implement a strategy to reduce businesses overhead by reducing energy expense.	x				BIZ-2
Economic & Business Objective 1.2: Enhance the community's appearance.					
BIZ 1.2.1 Enhance Lyons' curb appeal by encouraging new buildings downtown to incorporate native Lyons building materials and architectural elements that fit with historic buildings downtown.		x		Enhancing Lyon's curb appeal is a necessary aspect of making the appearance of the community really shine. New Buildings should: be built with rapidly renewable and local resource; encourage efficiency to lower utility costs; be built resiliently to not have to be rebuilt in the future; and encouraged to follow LEED, Energy Star, and other sustainable standards.	BIZ-6

Lyons Recovery Action Plan: SFC Recommendations	Timeframe: Positive Sustainability Impact	Timeframe: Has Some Caveats	Timeframe: No Sustainability Impact	Caveats	PDG #
BIZ 1.2.2 Clean up and enforce nuisance and beautification codes on town-controlled and commercial properties.	x				BIZ-6
Economic & Business Objective 1.3: Improve Lyons' fiscal, regulatory and physical environment.					
BIZ 1.3.1 Explore ways to communicate that Lyons is a business-friendly community.	x				BIZ-6
Economic & Business Objective 1.4 : Increase local businesses share of regional market and prevent local dollar leakage to nearby communities.					
1.4.1 Create a business plan that documents the existing events-based industry and demonstrates the profitability of a Hotel/Conference Center		x		Increasing accommodation and event capacity is necessary in Lyons to increase visitors and finance the local tourist economy. Buildings are the largest emitter of harmful greenhouse gases into the atmosphere. To counter this and new hotels or event space should: be built with rapidly renewable and local resource; encourage efficiency to lower utility costs; be built resiliently to not have to be rebuilt in the future; and encouraged to follow LEED, Energy Star, and other sustainable standards.	BIZ-9
Economic & Business Goal 2: Leverage the Town's unique retailers, history, natural setting, and relationship with the music, arts, and recreational communities to attract tourists.					
Economic Development Objective 2.1: Make Lyons a retail, recreational, artistic and heritage tourism destination for residents and visitors.					
BIZ 2.1.1 Focus on encouraging the development of lodging facilities including creative options such as a hostel, the ability for residents to rent their homes/extra rooms, an artist residency program, hotels/motels, or bed and breakfasts.		x		Increasing accommodation capacity is necessary in Lyons to increase visitors and finance the local tourist economy. Buildings are the largest emitter of harmful greenhouse gases into the atmosphere. To counter this any new hotels should: be built with rapidly renewable and local resource; encourage efficiency to lower utility costs; be built resiliently to not have to be rebuilt in the future; and encouraged to follow LEED, Energy Star, and other sustainable standards.	BIZ-4, BIZ-9 & ACH-3
BIZ. 2.1.2 Implement the Department of Local Affairs' Main Street Program that will support year round weekly events.	x				BIZ-6
BIZ 2.1.3 Encourage the promotion of tourism based on Lyons' history as well as arts and cultural events, and outdoor recreation.	x				ACH-1 & BIZ-6
Economic & Business Objective 2.2: Increase Lyons' brand awareness and recognition.					
BIZ 2.2.1 Work with the Lyons Historical Society to develop and promote cultural heritage tourism related to Lyons' historic buildings and sites.	x				BIZ-6
BIZ 2.2.2 Create a way finding, roadway and parking system and shuttle service that can capitalize and leverage destinations such as the North and South St. Vrain Rivers which are not readily apparent from downtown.		x		Lyons requires better access for both neighbors and visitors to increase the local economic resiliency through tourism and the ability to get people to work. Increasing alternative transportation options such as bike lanes and bus routes can bring outsiders in without building large unattractive parking lots within the town. Building parking lots should be minimized, and when built should be done so in manner that does not cause standing water, harm local ecosystems, or create isolated strip-mall type areas.	BIZ-8
Health and Human Services Goal 1: Create a long-term vision for Lyons Health & Human Services through working toward improving the health and wellbeing of Lyon's citizens and families and strengthening the community by providing a network of education, prevention, treatment and support					
Health & Human Services Objective 1.1: Form an institutional basis to expanded and more coordinated human services in Lyons.					
HHS 1.1.1 The Lyons Town Board shall establish a Health & Human Services Commission serve health and human service needs in Lyons.	x				HHS-1
HHS 1.2.1 The Town Board shall designate a process to develop a new chapter in the Comprehensive Master Plan for Health & Human Services that shall proactively address the health and human service needs of all Lyons residents.	x				HHS-1

Lyons Recovery Action Plan: SFC Recommendations	Timeframe: Positive Sustainability Impact	Timeframe: Has Some Caveats	Timeframe: No Sustainability Impact	Caveats	PDG #
Health & Human Services Goal 2: Ensure the provision of health and human services delivery within the Town of Lyons.					
Health & Human Services Objective 2.1: Create Partnership with existing HHS providers.					
HHS 2.1.1 Encourage Boulder County Division of Health and Human Services to establish a part-time satellite office in Lyons. Services to include but not be limited to, SNAP, Medicaid and TANF.	X				HHS-5
Health & Human Services Goal 3: Ensure Lyons residents have access to an entire range of social services.					
Health & Human Services Objective 3.1: Enhance communications about available resources and expand the delivery of information about Health and Human Services utilizing diverse media outlets.					
HHS 3.1.1 Develop and distribute Human Services information through multiple methods.	X				HHS-2
Health & Human Services Objective 3.2: Reach out to displaced populations such as individuals, families, bilingual community members and seniors.					
HHS 3.2.1 Promote awareness of displaced individuals and families from the 2013 flood and help with getting people back home.	X				HHS-2
Health & Human Services Objective 3.3: Create a Community Resource Center to house and coordinate services.					
HHS 3.3.1 Plan for community services and facilities based on the population needs of the Lyons Community: compositions of the year-round and seasonal populations and the requirements of state and federal programs.	X				HHS-2
Health and Human Services Goal 4: Engage and support youth and children.					
Health & Human Services Objective 4.1: Advocate for and increase access to programs and opportunities that will help youths and families make healthy choices.					
HHS 4.1.1 Create volunteer opportunities for youth in the rebuilding process (post 2013 flood disaster), such as basic carpentry & home rebuilding, clearing debris, planting vegetation.	X				HHS-6
HHS 4.1.2 Ensure the Town as a whole provides support to at risk youth.	X				HHS-6
Health & Human Services Objective 4.2: Re-build, maintain and enhance the Town's public and private recreational programs by recognizing their important contribution to physical fitness, recreational opportunities for all age groups, and the sense of community they create.					
HHS 4.2.1 Be sensitive to health-related issues such as the increase in obesity, the rise in juvenile diabetes and the need to encourage physical fitness for all persons by designing programs to meet those needs.	X				HHS-6
HHS 4.2.2 Implement Youth programs orientated to recreation parental support & education.	X				HHS-6
Health & Human Services Goal 5: Provide resources for mental health and wellness.					
Health & Human Services Objective 5.1: Provide access to Mental Health Professionals.					
HHS 5.1.1 Create an environment where good emotional and mental health are understood and encouraged. Including continued access to a mental health office and mental health vouchers.	X				HHS-4

Lyons Recovery Action Plan: SFC Recommendations	Timeframe: Positive Sustainability Impact	Timeframe: Has Some Caveats	Timeframe: No Sustainability Impact	Caveats	PDG #
Health & Human Services Objective 5.2: Increase knowledge about comprehensive wellness.					
HHS 5.2.1 Hold regular workshops encompassing social, financial, physical, emotional and environmental aspects of wellness.	x				HHS-4
Health & Human Services Goal 6: Provide and Foster Services for the Older Adult Community.					
Health and Human Services Objective 6.1: Support the emotional, social and nutritional needs of Lyons older adult community					
HHS 6.1.1 Establish a Loan Closet for durable medical equipment for temporary use by individuals who have sustained injuries.	x				HHS-3
HHS 6.1.2 Develop a volunteer system with Community Based Organizations (CBO) for older adult needs.	x				HHS-3
HHS 6.1.3 Continue to work with AAA (Area Agency on Agency, Division of Boulder County Services Department).	x				HHS-3
Health and Human Services Objective 6.2: Improve transportation options for the Lyons vulnerable population.					
HHS 6.2.1 Coordinate Town and regional transportation needs for disadvantaged populations	x				HHS-3
HHS 6.2.2 Establish a network of social service agencies to create a single transportation carrier for special or high needs groups.	x				HHS-3
HHS 6.2.3 Conduct public outreach and awareness campaigns to collect and disseminate information on the needs of the transportation-disadvantaged.	x				HHS-3
Housing Goal 1: Recognize and accommodate the housing needs of a diverse population.					
Housing Objective 1.1: Encourage and facilitate the rebuilding of the Lyons housing stock and the return of residents displaced by flooding.					
HOU 1.1.1 Create a data base of residents who were displaced and homes that were destroyed.	x				HOU-3
HOU 1.1.2 Expedite the regulatory review process.	x				HOU-3
HOU 1.1.3 Leverage volunteer efforts and to technical expertise to assist with reconstruction/rebuilding efforts.	x				HOU-3
HOU 1.1.4 Create a temporary RV Park for displaced residents.		x		Several Lyons residents have been forced into temporary shelters waiting for their homes to be re-built. This has presented the necessity of creating a temporary RV park. Building the park should be done to minimize environmental and social impacts--if placed in Meadow park as the PDG suggested it should be done in such a way that minimize environmental and social impact.	HOU-8
Housing Objective 1.2: Promote safe, stable, diverse neighborhoods throughout Lyons that provide a range of housing options and link residents to destinations to learn, work and shop.					
HOU 1.2.1 Evaluate and modify existing regulations and codes regarding construction of residential structures in floodplain areas.		x		While reviewing regulations the town should consider updating the older building codes to 2012 (adopted by the City of Boulder). This needs to be done in conjuction with providing guidance and finincial resources because it is important to make things easier for those affected by the flood.	HOU-7

Lyons Recovery Action Plan: SFC Recommendations	Timeframe: Positive Sustainability Impact	Timeframe: Has Some Caveats	Timeframe: No Sustainability Impact	Caveats	PDG #
Housing Objective 1.3: Increase opportunities for affordable housing.					
HOU 1.3.1 Encourage the development/construction of housing that is affordable by: a) virtue of the lot size, regulatory incentives, construction methodology and material usage, density; b) the use of financial subsidies.	x				HOU-6 & HOU-1
HOU 1.3.2 Encourage the development/construction of manufactured housing (including prefabricated, modular, and mobile homes).		x		Many of the displaced residents from Lyons were low or middle income residents living in mobile homes. Providing them with low to middle income housing alternatives is clearly a priority for the town. This presents both a sustainable opportunity and an environmental risk. Building low-income housing should be built to increase the resiliency of the homes thereby preventing future costs to the town, this can be done in a manner that encourage rapidly renewable materials, energy efficiency thus helping lower utility costs, and increasing economic participation.	HOU-4
HOU 1.3.3 Encourage the construction of alternative and sustainable housing developments with different ownership models.	x				HOU-2 & HOU 5
Infrastructure Goal 1: Provide adequate, safe and efficient public utilities.					
Infrastructure Objective 1.1: Ensure that the Town has a long-term plan for providing water, wastewater and electrical services to residents and businesses in Lyons' planning area.					
INF 1.1.1 Update the Long Range Water Plan, the Master Wastewater Plan and the Storm, Drainage Master Plan to reflect the Town's existing conditions and expanded planning area. Develop a master plan for the electric utility.		x		Providing utilities is a pillar of any modern community and may have very large impacts on the sustainability of the town. In order to ensure risk mitigation from future disasters utility infrastructure should be built resiliently. All utilities should consider demand side solutions that may be more cost-effective than other options.	INF-6, INF-3 & INF-8
INF 1.1.2 Incentivize the implementation of energy efficiency and renewable energy measures to create resilient and sustainable energy distribution. *** INF-5 Developed by Housing RWG**	x				INF-5*
Infrastructure Objective 1.2: Keep Lyons safe and secure.					
INF 1.2.1 Update the All Hazard mitigation Plan & seek/secure funding for the Plan update and purchase of equipment. *** INF-2 Developed by Housing RWG**			x		INF-1 & INF-2*
Infrastructure Goal 2: Develop an integrated mobility system that is safe and easily accessible to all travelers.					
Infrastructure Objective 2.1: Continue to update and maintain Lyons' street and sidewalk system.					
INF 2.1.1 Complete implementation of the Town's mid-corridor streetscape plan.	x				INF-7
Infrastructure Objective 2.2: Increase mobility choices in Lyons.					
INF 2.2.1 Implement a capital improvement and maintenance plan for Lyons' transportation system that considers emergency and normal operating conditions, future land use, collector connections, street master plans, street connections and multi-model transportation.	x				INF-4

Lyons Recovery Action Plan: SFC Recommendations	Timeframe: Positive Sustainability Impact	Timeframe: Has Some Caveats	Timeframe: No Sustainability Impact	Caveats	PDG #
Parks and Recreation Goal 1: Provide safe places for recreation.					
Parks and Recreation Objective 1.1: Restore and enhance Meadow Park.					
P&R 1.1.1 Ensure recreation facilities, trails, natural areas and other amenities are safe and consistent with floodplain regulations.		x		Restoration activities in Meadow Park should be done so in a way that enhances ecosystems, revives and encourages economic activity, and attracts visitors to Lyons. Restoration should not be destructive to the natural environment, use energy-intensive resources, nor harm wildlife. Ensure the parks promote nature and not just human built park activity elements.	P&R-3
P&R 1.1.2 Design and implement Meadow Park master plan phase one & phase two.		x			P&R-3
Parks and Recreation Objective 1.2: Restore and enhance Bohn Park.					
P&R 1.2.1 Ensure recreation facilities, trails, natural areas and other amenities are safe and consistent with floodplain regulations.		x		Restoration activities in Bohn Park should be done so in a way that enhances ecosystems, improves accessibility, and interconnects the community. Restoration should not be destructive to the natural environment, use energy-intensive resources, nor harm wildlife. Ensure the parks promote nature and not just human built park activity elements.	P&R-1
P&C 1.2.2 Design and implement the revised Bohn Park master plan		x			P&R-1
Parks and Recreation Objective 1.3: Restore and enhance Eastern River Corridor recreation and natural areas.					
P&R 1.3.1 Design the Eastern Corridor Plan with facilities, trails, natural areas and other amenities that are safe and consistent with floodplain regulations.		x		Encouraging multi-use recreational activities along the river corridor will enhance the economic vibrancy of the community however, this should be done in way that does not harm the natural environment and encourages wildlife and plants to thrive within their habitats and ecosystems. Ensure the parks promote nature and not just human built park activity elements.	P&R-2
P&R1.3.2 Design and implement the Eastern Corridor plan.		x			P&R-2
Parks and Recreation Goal 2: Increase trail connectivity and enhance trails along the river corridor.					
Parks and Recreation Objective 2.1: Restore and enhance trail system.					
P&R 2.1.1 Develop trail master plan (create access for kayak/river use along river trail, build on existing regional trail plans, safe crossing for pedestrians/bikes, etc.).	x				P&R-4
P&R 2.1.2 Repair former trails and assets (bridges, drainage structures, etc. including a priority on trail/bridge access from Bohn Park to downtown across the river).	x				P&R-4
P&R 2.1.3 Implement regional trail connections through partnerships.	x				P&R-4
Public Facilities Goal: Upgrade public facilities to provide important services to residents and improve Town attractiveness to visitors.					
Public Facilities Objective 1.1: Ensure that the process for rebuilding the Public Works Facility is built in compliance with the guiding principles established in the Town of Lyons Comprehensive Plan and the Recovery Action Plan.					
PUB 1.1.1 Design & construct a new Public Works facility.		x		Maintenance is essential for any town especially one going through an existing recovery, by creating an improved Public Works facility a location will exist for tradesmen to house vital equipment and tools for the maintenance of the town. A new public works facility should: be built with rapidly renewable and local resource; encourage efficiency to lower utility costs; be built resiliently to not have to be rebuilt in the future, and encouraged to follow LEED, Energy Star, and other sustainable standards.	PUB-5

Lyons Recovery Action Plan: SFC Recommendations	Timeframe: Positive Sustainability Impact	Timeframe: Has Some Caveats	Timeframe: No Sustainability Impact	Caveats	PDG #
Public Facilities Objective 1.2: Reduce the amount of Lyons' solid waste that is sent to landfills.					
PUB 1.2.1 Research options that have the potential for diverting waste from landfills. Relocate the recycling center and provide an accessible composting center.	x				PUB-6
Public Facilities Objective 1.3: Ensure that government services, critical functions, communications and disaster response can be provided in an adequate, safe and secure facility.					
PUB 1.3.1 Evaluate the requirements for a centrally located town municipal facility and either rehabilitate, remodel and flood proof the existing facility or construct a new facility as either a stand-alone facility or as part of a new multi-use community building.		x		An updated Town Hall can provide the town with adequate space for municipal functions, provide office space for many municipal departments, and increase the attractiveness of the town. With any new building the environmental impacts can be quite large, to negate this the Town Hall should: be built with rapidly renewable and local resource; encourage efficiency to lower utility costs; be built resiliently to not have to be rebuilt in the future; and encouraged to follow LEED, Energy Star, and other sustainable standards.	PUB-7
Public Facilities Objective 1.4: Ensure town identifies financial and physical resources to effectively recover.					
PUB 1.4.1 Maximize the use of all resources available to the Town for inventorying, planning and implementing recovery and improvement projects.			x		PUB-2
PUB 1.4.2 Inventory and analyze Town-owned real estate and real property to ensure the highest and best use. Develop a strategic plan for the use of underutilized Town-owned properties.		x		Underutilized properties owned by the town that were not damaged by the flood present the town with both economic opportunities and the opportunity to relocate of some municipal functions. Anything done with these various properties should be done so in manner that encourages environmentally responsible behavior from increasing the vibrancy of local ecosystems to discouraging destructive industries.	PUB-8
Public Facilities Objective 1.5: Determine feasibility of building a new community facilities.					
PUB 1.5.1 Support the creation of a multipurpose magnet library and community center that will keep locals in town to reduce opportunities to shop elsewhere		x		A community center where people can exercise, perform, conduct meetings, and simply gather will attract both visitors and outlying town members into town improving the economy and the interconnectivity of the community. Building such a place will require a lot of time, money, and resources having big impacts on the environment. To offset those impacts it should: be built with rapidly renewable and local resource; encourage efficiency to lower utility costs; be built resiliently to not have to be rebuilt in the future; and encouraged to follow LEED, Energy Star, and other sustainable standards.	PUB- 3 & BIZ-7
PUB 1.5.2 Determine whether a multi-use community center is a viable option for the Town, with possible components to include a new Town hall, performance center, library, recreation center, art space and other features desired by the public.		x			PUB-1
Stream Goal 1: Protect and promote Lyons' unique natural environment and resources and lead the community toward environmental sustainability.					
Stream Objective 1.1: Maximize opportunities to restore and conserve riverine natural resources, such as habitat, fisheries, and native plant species, to optimize environmental, recreational, and flood mitigation benefits.					
STR 1.1.1 Revegetate the North, South, and combined St. Vrain Creek Corridor in Lyons.	x				STR-8
STR 1.1.2 Improve riparian habitats and bank stabilization from the confluence to McConnell Bridge.		x			STR-3
STR 1.1.3 Restore and improve North, South and combined St. Vrain corridor in Lyons.	x				STR-7
STR 1.1.4 Assess the ongoing water quality in the St. Vrain during flood response, recovery, and restoration.	x				STR-1

Lyons Recovery Action Plan: SFC Recommendations	Timeframe			Caveats	PDG #
	Positive Sustainability Impact	Has Some Caveats	No Sustainability Impact		
STR 1.1.5 Restock the native fisheries in the St. Vrain River, and improve aquatic habitat for fish species.		x		Restoration on the St. Vrain Creek Fishery will enhance the local ecosystem and economy by providing both a food source for many animal species and an attraction to fishermen. This should be done in a manner that enhances the natural environment while avoiding polluting, disturbing, or overpopulating the existing fauna.	STR-9
Stream Goal 2: Protect the natural and built environment from flood events and other hazards along the St. Vrain River.					
Stream Objective 2.1: Reinforce hazard mitigation techniques to accommodate increased water capacity and velocity from flooding and run-off, recreational, and flood mitigation benefits.					
STR 2.1.1 Mitigate high water mark debris and sediment deposits.		x		Once debris is removed, the area should be re-vegetated to act as a buffer for future flooding.	STR-4
STR 2.1.2 Mitigate highway 36 CDOT bridges near the Planet Bluegrass property.	x				STR-2
STR 2.1.3 Mitigate channelization of the North St. Vrain from 5th Ave to confluence.	x				STR-5
STR 2.1.4 Develop detention and retention units on South St. Vrain Creek to Boulder County Open Space as a means of flood mitigation.		x		There are significant sustainability concerns associated with creating a flood-control reservoir on the South St. Vrain. Flood-control reservoirs can destroy valuable natural ecosystems and inhibit fish passage. In addition, there are significant concerns about the feasibility of creating a large enough diversion to mitigage flooding impact. Smaller water retention projects could have a positive impact on the river's ecology.	STR-10
Stream Objective 2.2: Restore and enhance Lyons Valley Park/the McConnell Ponds to provide a variety of wildlife habitats, recreational uses, and flood mitigation benefits.					
STR 2.2.1 Design & implement the ponds and associated wetlands to promote increased natural areas, and provide a variety of recreational and hazard mitigation opportunities.		x		Restoring the McConnell Ponds should be done in a way that enhances resiliency and the local ecosystem. This can provide a refuge for endangered species, as well as a flood mitigation service.	STR 6, P&R-5

SPECIAL MEETING MINUTES
6:00 P.M., MONDAY, MARCH 31, 2014
BOARD OF TRUSTEES SPECIAL MEETING
SHIRLEY F. JOHNSON COUNCIL CHAMBER
LYONS TOWN HALL, 432 5TH AVENUE, LYONS, COLORADO

I. Roll Call and Pledge of Allegiance
Trustee Johnson -present
Trustee Sullivan -present
Trustee Greenberg -present
Mayor Van Domelen -present
Trustee Banta -present
Trustee Weller -present
Mayor Pro Tem Udovich -absent

II. A Reflective Moment of Silence

III. General Business
1. Resolution 2014-24, Public Hearing and Resolution Adopting Lyons Recovery Action Plan and Implementation Table; Version I Dated March 2014

Mayor Van Domelen said that due to spring break and receipt of the packet at a late date, if any trustee feels that they need additional time to process the information, they should request that it be tabled to the April 7th BOT meeting.

Mayor Van Domelen gave her thanks for the hard work the community put into this plan, and how pleased the BOT is with the level of commitment and involvement from the residents to come up with the final product. Mayor Van Domelen asked that the public hearing be moved on the agenda to follow the recommendations made by the PCDC and SFC.

I. **Background of Project and Process to Develop Plan**
Andy Hill, Department Of Local Affairs, gave background of the project and the process to develop the plan to date.

II. **Implementation Table**
Victoria Simonsen, Town Administrator, gave a presentation on the implementation table. After making sure all new documents were received by the BOT, she then explained how the table is set up how it is to be used.

III. Recommendations and Observations by PCDC & SFC
Michelle Allen, PCDC Chair, Richard Wheelock, SFC Chair
Richard Wheelock, Acting Chair of Sustainable Futures Commission, 120 Falcon Lane
Mr. Wheelock publically thanked the SFC commission and liaisons for their work on this process. He reviewed the public process and the role SFC played in the process. He then introduced Toby Russell.

Toby Russell, 181 2nd Avenue, Natural Capitalism Solutions
Mr. Russell said the Lyons Action Plan reflects sustainability throughout the document. He said it should be looked at holistically. He recommended that every project have a sustainability review.

Michelle Alllen, 142 Kelling Drive, PCDC Chair
Ms. Allen said the PCDC was at as many meetings as they could, being short a couple of members, and she thanked the sitting PCDC members for their hard work. She said the PCDC was generally in support of the document, and that as each project comes up through the public process, the PCDC will consider each one on its own merits and weaknesses. She read the PCDC observations to the BOT, and explained the PCDC's concerns about needing to have master plans in place for siting and transportation, before approving many of the land-use-based PDGs. She explained that the PCDC's observation regarding the CPAT process is no longer valid, since the scope has been changed for this visit. She and Ms. Simonsen explained that the comments given to the PCDC during its public hearin, have been addressed as needed.

Trustee Banta expressed her gratitude for the PCDC's leadership.
Trustee Greenberg expressed his gratitude for PCDC input in the housing workshops, especially.

IV. Public Hearing

Open public hearing at: 7:04 p.m.

Joycelyn Fankhouser, 209 Cobblestone Ct., corrections: HHS 1.1.2 key partner should not be PCDC it should be BOT. Mayor Van Domelen explained that the PCDC adopts the comp plan, which is why the PCDC was listed. The BOT was added in addition. Mrs. Fankhouser then said for 2.1.1, key partners should include Boulder County Department of Housing and Human Services.
Edward Kean, 228 Welch Drive, Housing Goal 1, item #3, under "Increase opportunities for affordable housing:" use volunteers to create affordably-built affordable housing. 1.1.3, remove "to" and add and 1.3.1, Lyons Volunteers can be added as key partners and could even be responsible parties, add "$$."
Neil Sullivan, 7 Eagle Nest Lane, regarding Biz 2.2.2 way-finding and roadway, making Main Street 2-way has legs even now.

Mayor Van Domelen closed public hearing: 7:16 p.m.

V. BOT Discussion

a. Goals and Objectives

Trustee Sullivan asked how does the Town address something that is not currently a PDG: for example, the lack of early education options in Lyons.
Joycelyn Fankhouser suggested that this be an amendment at a future date, but that the BOT not change the document at the hearing for its approval.
Trustees Greenberg and **Weller** agreed with Fankhouser, and the rest of the BOT concurred not to add PDGs during the approval process.
Trustee Greenberg noted that under Housing 1.3.1, wanted to be clear to the BOT that these are two separate and distinct PDG goals. The BOT discussed how each line doesn't mean a single activity; it is just goal-combining strategies that meet the same objective for a tidier document.
Mayor Van Domelen brought up resilience as an observation and how it can be incorporated in recovery through this plan or other plans, such as the comp plan. Andy Rumbaugh of University of Colorado Denver will modify executive summary to include resiliency as a General Principle.
→The BOT agreed to change the wording in Infrastructure 1.1.1 to ensure that the Town has a longer plan to improve the resiliency of water, wastewater and electrical services to residents and businesses in Lyons' planning area.
The BOT agreed to the following edits to the Plan:
→Change STR. 2.1.4 to add SFC as a Key Partner.
→Change ACH 1.2.4, Raul Vasquez Stage, to add Parks and Rec as a Key Partner with LAHC.

b. Timeframe

Some timelines have been changed by Administrator Simonsen according to funding, planning, and other priorities already in place.
The BOT agreed to the following edits to the Plan:
→Change ACH 1.1.1 to include all three years, 2014, 2015 and 2016.
→HHS 1.1.2 should be 2014 not 2015 and change red font to black.
→Housing RWG: remove post-flood recovery.
→Add "Directly" to the "Flood-Related" column.
→ACH 1.1.2 and 1.1.3 are not flood-related.

c. Priorities

→Housing: "create a model development" should not have post-flood recovery on it
→"create a model development" should be listed as critical
→Arts, Culture and Historic Preservation 1.1.2 and 1.1.3 are not flood-related
→Biz 2.1.1, 2.1.2 and 2.1.3 not flood-related
→BIZ 2.1.3 is an "a"
→ 1.3.1 take out of flood-related column
→Change HHS 2.2.1 to not flood-related
→Change HHS 2.1.1 to include food, medical and cash
→Change HHS 3.2.1 not flood-related

→Change HOU 1.3.2 to "a"
→INF change 1.1.2 to 2015 and 2016
→Change P&R 1.3.1 & 1.3.2 change from "b" to "a"
→Change P&R 2.1.3 from "a" to "b"
→Change PUB 1.2.1 to "c" and not flood-related
→Change PUB 1.3.1 from "c" to "b"
→PUB change 1.4.1 from "b" to "a" and add flood-related
→Change STRE 1.1.2 and 1.1.4 from "b" to "a"
→Change STR 1.1.5 change from "c" to "a"
→Change STR 2.1.3 from "b" to "a"
→Remove the phrase "Steering Committee" from the "Steering Committee Recommendations" column on the implementation table.

d. Responsible Party/Key Stakeholders
→Change BIZ 2.1.1 to add PCDC as key partner
→INF 1.1.2 add PCDC to key partner

VI. Next Steps

a. How to Implement
Commissions should come before the BOT by May 2014 with prioritized work plans for the year. Each commission needs to determine how often to meet to meet goals
Steering committee stays in place to ensure priorities and communication with BOT are followed

b. Procedure for Regular Review and Updates
The BOT recommends that Steering Committee works as BOT communications liaison for Recovery Plan progress. The current BOT recommended that this item be discussed by the new BOT at its next meeting.

c. State Recovery Liaison
Administrator Simonsen introduced Don Moore as the State Recovery Liaison for the Town of Lyons. After bringing Mr. Moore up to speed on the Town's recovery efforts to date, Administrator Simonsen expects that Mr. Moore will take over the recovery operations, which will allow her to get back to overseeing the day-to-day operations of the town.

d. CPAT Visit/Agenda
Andy Rumbauch, professor of planning design at University of Colorado Denver,
A Disaster –related CPAT will take place in Lyons. The Team will focus on the Confluence area, and topics will include national best practices for building in the floodplain and what is best use of 404 land. They will be in Town May 12-15, with visuals to be included in the final Recovery Plan.
Andy is also overseeing the production and design of the final Recovery Plan, which will be published, as well as put on the internet. Timeframe is first week of May.
Mayor Van Domelen suggested having a party at the end of May.

Trustee Weller made a motion to adopt the Lyons Recovery Plan.
Trustee Sullivan seconded the motion.
Trustees Johnson and **Sullivan** congratulated everyone involved for producing a great plan that will serve the town of Lyons well in the future.
Mayor Van Domelen said this is a great plan and it is nice to be able to turn this plan, already adopted, over to the new board.
The motion was approved 6-0.

2. Motion to Rescinding Action to Withhold Meeting Stipend for Mayor and Board of Trustees
Trustee Banta made a motion to rescind an action to withhold meeting stipends for mayor and board of trustees.
Trustee Greenberg seconded the motion.
The motion passed 6-0.

IV. Trustee Reports –The BOT agreed to hold trustee reports until April 7th except for Trustee Sullivan who will be gone for that meeting.

Trustee Sullivan thanked the Board for this experience. She asked if Ecology Board sustainable river corridor action plan can be considered by BOT and receive direction. Trustee Sullivan suggested giving them a date In May so they can prepare a presentation. This gives them April to meet with other commissions to get input. Sullivan will be out of town through April 11.

Mayor Van Domelen announced that the State has put in place a Cash Flow Procedure and will be providing Lyons with an initial cash flow account of $2.5 million to ease the cash flow constraints we are currently experiencing with the FEMA reimbursement process - note cannot be used as matches or for operations.

Trustee Johnson announced that Governor Hickenlooper is coming to Lyons April 9, to announce Go Colorado grants.

V. Executive Session Pursuant to CRS 24-6-402(4)(f)(I) to discuss personnel matters (Town Administrator's performance) and discussion of the status of investigations in to recent possible criminal activity in the area pursuant to CRS 24-6-402(4)(D).

Trustee Banta made a motion to GO INTO EXECUTIVE SESSION for the following purposes: Addressing a personnel matter under Section 24-6-402(4)(F), C.R.S., where the employee who is the subject of the session has not requested an open meeting, and specifically:

Review of the Town Administrator's performance; and Specialized details of security arrangements or investigations, including defenses against terrorism, both domestic and foreign, including where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for, a violation of the law, under Section 24-6-402(4)(D), C.R.S., and specifically:

Discussion of the status of investigations into recent possible criminal activity in the area.

She further made a motion to adjourn the Board meeting at the conclusion of the executive session.

Trustee Greenberg seconded the motion.

Mayor Van Domelen thanked Trustee Sullivan for her service to the Town since she will not be at the April 7,2014 BOT Meeting.

The motion passed 6-0.

VI. Adjournment.

Respectfully Submitted by:

Jacquelyn Watson, CMC
Deputy Town Clerk

Julie Van Domelen, Mayor
Town of Lyons