

Affordable Housing Policy

Workshop 5:30 pm – 6:45 pm

DRAFT AGENDA

TOWN OF LYONS

7:00 P.M., MONDAY, MARCH 7, 2016

BOARD OF TRUSTEES MEETING

SHIRLEY F. JOHNSON COUNCIL CHAMBER

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

- I. Roll Call and Pledge of Allegiance
- II. A Reflective Moment of Silence
- III. Approval of the Agenda
- IV. Sgt Nick Goldberger, Sheriff's Dept Report
- V. Audience Business - Limited to 15 minutes - All comments will be limited to 4 minutes per person
- VI. Lyons URA
 1. Resolution 2016-4, a Resolution of the Town of Lyons Urban Renewal Authority Adopting a Budget for the Calendar Year Beginning the First Day of January, 2016 and Ending on the Last Day of December, 2016
 2. Resolution 2016-5, a Resolution of the Town of Lyons Urban Renewal Authority Approving Amendment to the Bylaws
- VII. Updates on the Final Design for Evans Street and the Highland Ditch
- VIII. Ordinances – First Reading –Second Reading and Public Hearings
 1. 1. Public Hearing, Resolution 2015 - 135, a Resolution Approving a Final Plat and SIA for 2nd and Park Subdivision (commonly known as the Valley Bank Property), within the Town of Lyons - will be continued to the March 21, 2016 BOT meeting.
- IX. Consent Agenda
 1. Resolution 2016 -25, a Resolution Accepting and Approving a Contract with Boulder County Pertaining to Economic Development Grant Funds
 2. Item #2 was pulled from the Agenda
 3. Resolution 2016 -27, a Resolution Awarding a Bid to and Approving a Contract with JUB Engineering, Inc, to Conduct a Sanitary Sewer System Expansion Feasibility Study
 4. Resolution 2016 – 28, a Resolution Accepting a Hazard Mitigation Grant Program (HMGP) Grant From the Federal Emergency Management Agency Through the State of Colorado Division of Homeland Security and Emergency Management for Elevation of a Home Located at 401 2nd Avenue, Lyons Colorado and Approving a Grant Agreement
 5. March 2016 Accounts Payable
 6. February 16, 2016 BOT Meeting Minutes
 7. Resolution 2016-31, a Resolution Approving F16S8115, an Energy and Mineral Impact Assistance Fund Grant for Lyons Human Resource Staffing Assistance – Flood Recovery
- X. General Business
 1. Resolution 2016- 29, a Resolution Approving a Contract with the State of Colorado for a Community Development Block Grant - Disaster Recovery Resilience Planning – Project P16-009
 2. Resolution 2016 - 30, a Resolution Authorizing Town Staff to Issue a Notice of Award To and Negotiate a Contract with DHM Design Corporation for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW 20E

XI. Items Removed from the Consent Agenda

XII. Trustee Reports

XIII. Staff Reports

XIV. Executive Session pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented.

XV. Adjournment

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

Workshop Agenda – Affordable Housing

Board of Trustees Workshop

March 7, 2016

Presenters:

Cody Humphrey - Lyons Recovery Housing Coordinator

Justin Spencer - Lyons Special Housing Committee Chair

Lyons Affordable Housing Policy Framework DRAFT (60 minutes)

- Introduction
 - What does the Affordable Housing want to look within the Town?
 - Affordable Housing Policy Framework vs. Policy passed by Ordinance
 - Timeframe between now and the BOT election
 - Legality and Feasibility of Guidelines
 - The Affordable Housing Policy Framework is a “Working Document”
- General Framework structure overview
- Mission statement
- Recommended guidelines with benefits and challenges

Survey questions to determine need for education & outreach about affordable housing (15 minutes)

- Questions and structure reviewed by Andrew Rumbach of CU Denver and Damema Mann of National Research Center Inc.

Lyons Affordable Housing Policy Framework DRAFT

March 7, 2016

Introduction

The availability of housing that is affordable and attainable to a diverse range of low-to-moderate level incomes within the Town of Lyons has been a present and growing issue for the last decade. The problem was exacerbated when the September 2013 flooding destroyed more than 100 homes within the Town limits. As part of the Town's recovery efforts, 27 homeowners in Lyons have participated in the federal buyout program with the stipulation that those acquired residential lots be designated as parkland. Due to the decrease in Town's housing stock combined with a dramatic increase in housing demand in Lyons and across Boulder County, many of those residents displaced by the flood as well as seniors, artist, musicians, and workforce citizens do not have the income levels to be able to live in Lyons.

According to the Lyons Housing Needs Assessment study completed in February 2014, "households that pay over 30% of their income for housing costs live in housing that is not considered to be affordable and are defined as 'cost-burdened' by their housing payment. Those paying over 50% of their income for housing are 'severely cost-burdened.'" While the housing market in Lyons contains homes that are affordable to some income levels, many people cannot rent or pay mortgages on any available homes in Lyons without spending more than a third of their income. Communities that are recognized as healthy and sustainable typically offer affordable housing options for community members who work at the local restaurants, schools, town government, and fire and police departments.

As of early 2016, the Town of Lyons has 28 permanently affordable rental units within town limits. "Permanently affordable" can be defined as maintaining affordability in perpetuity and secured with a deed restriction that runs with the property. Lyons has several affordable, market rate housing options in the form of small homes, mobile homes or accessory dwelling units, but not guaranteed to remain affordable over time through deed restrictions. Demand for affordable housing has not been met due to the lack of available and developable land for such a project and market rents are rising rapidly.

The following document was inspired by the present and urgent need for affordable housing within the Town of Lyons. The Special Housing Committee and Town Staff recognize that this is a working document requiring future revisions that will need to be considered based on the economic, social and physical changes in Lyons over time. This document will be the basis for the Town taking a proactive approach to helping solve one of the largest challenges the Town currently faces. Taking cues from the Lyons Comprehensive Plan and the Lyons Recovery Action Plan that set goals for affordable housing in Lyons, the Lyons Affordable Housing Policy Framework establishes a strategy, mission statement and a set of guidelines to help achieve those goals and guide the future of affordable housing for the Town of Lyons.

Lyons Affordable Housing Strategy

The purpose of the Lyons Affordable Housing Strategy is to provide guidance to the Board of Trustees with decisions relative to the Town's goal of providing a supply of housing that is attainable by households earning 60% or less of the area median income (AMI) for Boulder County. Because of the recognized loss of housing for very low income families during the 2013 flood, a significant and

recognizable effort must also be made to provide some housing for people who make less than 30% of the AMI.

(For information about area median income (AMI) for Boulder County, see <http://www.bouldercounty.org/dept/housinghumanservices/> , <http://www.chfainfo.com/>, and <http://www.commfound.org/trendsmagazine.>)

The Affordable Housing Strategy will be used to evaluate specific development proposals to ensure that they move the Town toward this goal.

The Town of Lyons defined the following affordable housing goals in the 2010 Lyons Comprehensive Plan:

Housing Objective 1.2: Increase opportunities for affordable housing.

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

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

Housing Strategy 1.2.3: Review current planning and infrastructure requirements such as street widths, minimum lot sizes, setbacks, parking requirements, park fees and utility standards and their potential effect on development costs.

The Town of Lyons defined the following affordable housing goals in the 2013 Lyons Recovery Action Plan:

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 and volunteer organizations.

HOU 1.3.2: Encourage the development/construction of manufactured housing (including prefabricated, modular, and mobile homes).

HOU 1.3.3: Encourage the construction of alternative and sustainable housing developments with different ownership models.

Local governments have a limited, but important role in shaping the affordable housing supply. The Town of Lyons has control over reducing or waiving water and sewer tap fees (connection fees) as well as reallocating the net water shares the Town currently owns. Lyons also has control over annexations, zoning, and subdivision to possible incentivize the development of affordable housing.

However, the Town of Lyons is constrained by a state statute that does not allow municipalities to require or enforce rent control on private developments. Ways of working within the statute constraints include the following:

- The affordable housing owned by a housing authority or similar non-profit agency such as Habitat for Humanity is exempt from the state statute prohibitions.

- Developers can enter into a voluntary agreement to provide affordable rental housing with a non-profit partner (for example, annexations are considered voluntary agreements).

Mission Statement

Based on Lyons Affordable Housing Strategy, the Town of Lyons commits to the following Affordable Housing Mission:

The Town of Lyons considers affordable housing to be an important aspect of the community, as important as trails, parks, open space, libraries, and other aspects of the community. To meet the needs of the Town, a goal has been set that 10% of all housing in Lyons should be permanently affordable to people who make 60% or less of the area median income. For all new residential developments, 20% of new housing units in any new development must be deed-restricted permanently affordable to people who make 60% or less of the area median income.

Lyons Affordable Housing Policy Guidelines

The following guidelines are a framework for the issues of affordability and a basis for the town to move forward in providing a variety of affordable housing options. The Special Housing Committee and Town Staff recognize that exploration of the feasibility and legality of these guidelines will be required before any can be converted into policies that the Board of Trustees can adopt as law.

GUIDELINE 1: All new residential developments in the Town of Lyons will be required to build 20% of the total units as permanently affordable to people who make 60% or less of AMI. The Town will not provide incentives to fulfill this requirement.

- Any development containing five or more dwelling units will be required to build at least 20% total number of dwelling units as permanently affordable dwelling units.
- Cash-in lieu payment per affordable unit could be considered for a developer to meet the requirement.
- Building affordable housing units in another location within the Town limits could be considered for a developer to meet this requirement.
- Developers will be encouraged to work with non-profit affordable housing providers to meet the 20% requirement, and a non-profit resource list will be provided.
- The Town will continue to explore administrative options by which to ensure the enforcement of deed-restricted affordability covenants that guarantee affordability in perpetuity (permanent affordability).

GUIDELINE 2: The Town of Lyons will provide incentives to developers who elect to build additional permanently affordable units beyond the required 20% for a residential development.

- Possible Incentives to be explored:
 - Reduced or waived water and sewer tap fees
 - Density bonuses (similar to what is offered in the current code for PUDs)
 - Mitigation of entitlement/approval timeline by using a one-stop or parallel permit process
 - Allow for Property Tax exemptions
 - Reduce or waive the Town's collected portion of permitting fees

- The Town shall consider adopting an Affordable Housing Incentive Points System. This System would clearly list the Town's Affordable Housing Objectives and explicit rubric for scoring projects on their fulfillment of those Objectives. Some examples of the Objectives could be the following: The project's location is adjacent to a bus stop; the project is age-restricted for seniors; every home is powered by solar energy; or every home is permanently affordable. A score is then tallied based on compliance with the stated Affordable Housing Objectives. Based on that score, the Town would then determine the associated incentives due to the developer.

GUIDELINE 3: Consider tap fee changes.

- Water and Sewer Tap fees shall be reexamined to ensure that homes are paying taps fees that are commensurate with their share of the infrastructure (i.e., size of lot or size of home). This would change the current traditional approach of assessing a flat rate for single-family homes regardless of home or lot size.
- The Town of Lyons will consider review of the town municipal code to allow waiving or reducing the Electric Community Investment Fees for affordable housing, currently constrained by the Lyons Municipal Code Sec. 13-2-110.
- Accessory dwelling units attached to the same tap connection will bear no additional fees for connection.

GUIDELINE 4: The Town of Lyons should explore the option of assessing a fee or a tax to support permanently affordable housing in an effort to offset reduced or waived water and sewer tap fees.

GUIDELINE 5: Affordable housing will be dispersed throughout the Town of Lyons and integrated into the existing community fabric.

- Affordable housing will aim to be transit-friendly, integrate with transportation routes, and located near pedestrian pathways.
- The Town of Lyons will require a variety of affordable housing product types including live/work units, age-restricted senior homes, manufactured homes, and ADUs that encourages demographic and architectural diversity.

GUIDELINE 6: The Town of Lyons zoning regulations shall consider adding multiple higher density residential zones to facilitate future higher-density affordable housing.

- Consider reducing/eliminating minimum lot size.
- Encourage increasing densities for residential development in commercial areas and along transportation corridors.

GUIDELINE 7: The Town of Lyons will consider incentivizing or requiring the use of green building techniques promoting energy and water efficiency and the use of sustainable building materials for affordable housing.

GUIDELINE 8: The Town of Lyons will consider incentives for nonprofit affordable housing solutions, including projects that honor sweat equity from qualified residents benefiting from the housing subsidy.

GUIDELINE 9: The Town of Lyons will require the use of a development agreement between the Town and any private or non-profit development entity where risk can be borne by both sectors.

GUIDELINE 10: The Town of Lyons will conduct a Housing Needs Assessment once every 10 years or prior to initial planning for the revision of the Town’s Comprehensive Plan.

- The Housing Needs Assessment will analyze the housing demands in the Town that are being driven by the market at that time.

Additional Steps to Support Affordable Housing in Lyons

In addition to the policies described in the previous section, other work in Town of Lyons supports encouraging affordable housing.

- The Lyons Recovery Action Plan also includes the following affordable housing goal as part of the Arts, Culture & Historic Preservation Goal 1.1 that is assigned to the Lyons Arts and Humanities Commission: 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.
- The Tenant-Landlord Protections Subcommittee of the Human Services & Aging Commission is working on recommendations about options for a) Lyons Landlord-Tenant ordinances or policy and b) education, including a Lyons Landlord-Tenant Handbook.

DRAFT

Agenda Item No: VI-1

Meeting Date: March 7, 2016

- Subject:** Resolution 2016-4, a Resolution of the Town of Lyons Urban Renewal Authority Adopting a Budget for the Calendar Year Beginning the First Day of January, 2016 and Ending on the Last Day of December, 2016
- Presenter:** Jacque Watson
- Background:** The Lyons Urban Renewal Authority must submit a budget to the State of Colorado Department of Local Affairs. Attached is the proposed budget, the budget message, and the resolution approving the budget, for consideration of approval this evening.

TOWN OF LYONS URBAN RENEWAL AUTHORITY

RESOLUTION NO. 2016- 4

**A RESOLUTION OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY
ADOPTING A BUDGET FOR THE CALENDAR YEAR BEGINNING THE FIRST DAY OF
JANUARY, 2016 AND ENDING ON THE LAST DAY OF DECEMBER, 2016.**

WHEREAS, the Town of Lyons Urban Renewal Authority (the "Authority") has appointed its Executive Director and the Town of Lyons Finance Director to prepare and submit a proposed budget to the Authority; and

WHEREAS, upon due and proper notice, published or posted in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on March 7, 2016 and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The estimated revenues are \$50,000. The estimated expenditures are \$50,000.

Section 3. The budget, as submitted, is hereby approved and adopted as the budget of the Authority for 2016.

Section 4. The budget shall be submitted to the State of Colorado Division of Local Government, pursuant to C.R.S. § 29-1-113.

Section 5. This Resolution shall be effective upon approval of the Authority.

Adopted this 7th day of March, 2016.

TOWN OF LYONS URBAN RENEWAL
AUTHORITY

By: _____
John O'Brien, Chairman

ATTEST:

Deb Anthony, Authority Clerk

Lyons Urban Renewal Authority

2016 Budget Message

In 2013, Town of Lyons staff and the Board of Trustees began researching the prospect of creating an urban renewal authority. The Town was two public hearings away from creating an URA and a urban renewal plan when the 2013 Floods hit Lyons and the URA was set aside while the Town dealt with the disaster. Since then, Town leaders have once again pursued the establishment of an urban renewal authority.

The Lyons Board of Trustees established an urban renewal authority on May 18, 2015 in the Town of Lyons, to prevent and remediate blighted areas of the Town. By approving Resolution 2015-46, the Town Board found that one or more sium or blighted areas exist in the municipality and appoints themselves as the commissioners of the Lyons Urban Renewal Authority for the purpose of revitalizing blighted areas.

On December 21, 2015, the Lyons Board of Trustees approved the Lyons Urban Renewal Plan. Having a plan will set the baseline for tax increment financing to begin accrual. The Town of Lyons is funding the budget for 2016 to cover expenses associated with the LURA, such as consultant and attorney's fees.

Tony Cavalier, Town of Lyons Finance Director

TOWN OF LYONS, COLORADO

RESOLUTION 2015-46

**A RESOLUTION OF THE TOWN OF LYONS BOARD OF TRUSTEES
ESTABLISHING THE TOWN OF LYONS URBAN RENEWAL AUTHORITY**

WHEREAS, Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the "Urban Renewal Law") provides for the creation and operation of urban renewal authorities; and

WHEREAS, in accordance with the Urban Renewal Law, a petition setting forth that there is a need for an urban renewal authority to function in the Town of Lyons (the "Town"), signed by twenty-five (25) registered electors of the Town, has been filed with the Clerk of the Town; and

WHEREAS, during the regular meeting of the Town of Lyons Board of Trustees (the "Town Board") on May 18, 2015, Anne Ricker of Ricker Cunningham and Caitlin Quander of Brownstein Hyatt Farber Schreck LLP presented to the Town Board regarding the process and findings required for the creation of an urban renewal authority and Ms. Ricker presented her findings and analysis of existing conditions of blight in the Town. The Town Board accepted by motion the findings presented by Ms. Ricker and directed staff to move forward with the necessary steps to place before the Town Board the question of formation of an urban renewal authority for the Town; and

WHEREAS, in accordance with the Urban Renewal Law, after publishing a notice in a newspaper having general circulation in the Town pursuant to C.R.S. § 31-25-104(1)(a), a public hearing was held on May 18, 2015, at which the Town Board considered the need for an urban renewal authority in the Town;

WHEREAS, in accordance with C.R.S. § 31-25-115(1), the Town Board desires to designate itself, including the mayor of the Town, to serve as the urban renewal authority for the Town; and

WHEREAS, the Town Board desires to designate the mayor of the Town as the Chairperson of the urban renewal authority for the Town.

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

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. The Town Board finds that one or more blighted areas exist in the Town.

Section 3. The Town Board finds that the acquisition, clearance, rehabilitation, conservation, development, or redevelopment, or a combination thereof of such areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the Town.

Section 4. The Town Board declares it to be in the public interest to create an urban renewal authority for the Town, which urban renewal authority shall be named the Town of Lyons Urban Renewal Authority (the "Authority").

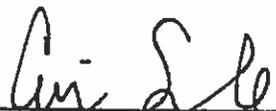
Section 5. The Town Board hereby designates itself, including the mayor of the Town, as the Board of Commissioners of the Authority.

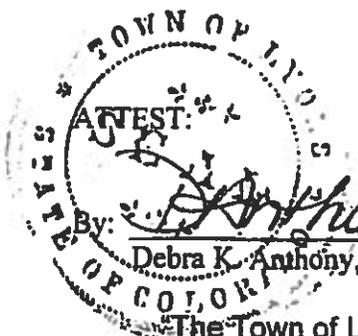
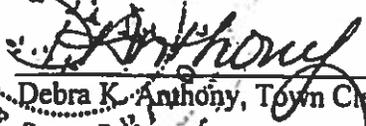
Section 6. The Town Board hereby designates the mayor of the Town as the Chairperson of the urban renewal authority for the Town.

Section 7. The Town Board hereby directs that a certificate, signed by the Board of Commissioners of the Authority, be filed with the Division of Local Government in the Colorado Department of Local Affairs setting forth that the Town Board made the findings and declarations stated in this Resolution and that the Town Board is designated as the Board of Commissioners of the Authority.

Adopted this 18th day of May, 2015.

TOWN OF LYONS

By: 
Connie Sullivan, Mayor Pro Tem


BY: 
Debra K. Anthony, Town Clerk

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."

Agenda Item No: VI - 2
Meeting Date: March 7, 2016

Subject: Lyons Urban Renewal Authority – Resolutions of the Town of Lyons Urban Renewal Authority Approving Amendment to the Bylaws

Presenter: Caitlin Quander, Victoria Simonsen

Background: The Lyons Urban Renewal Authority is authorized by C.R.S. § 31-25-105(1)(a) to make and adopt bylaws, orders, rules, and regulations to effectuate the purposes of Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the "Urban Renewal Law"). On June 1, 2015, the Authority adopted bylaws (the "Bylaws") in order to allow for the efficient and orderly operations and conduct of the Authority and to effectuate the purposes of the Urban Renewal Law.

Pursuant to Article VI of the Bylaws, the Bylaws may be amended by an affirmative vote of two-thirds of the Commissioners of the Authority.

At the Authority's February meeting, it was requested that a Resolution be prepared to require a unanimous vote to modify the membership of the Commissioners of the Authority from the current designation of the Board of Trustees serving as the Commissioners of the Authority.

A redline comparison of the current Authority Bylaws against the draft Amended Bylaws is include in the packet.

The draft Amended Bylaws are included as Exhibit A to the Resolution.

The proposed amendment is addressed by amending Articles II and VI of the Bylaws:

1. Membership of the Commissioners of the Authority may not be modified unless there is a unanimous affirmative vote of the Commissioners, or as required by the Urban Renewal Law.
2. This unanimous affirmative vote requirement terminates automatically upon any required change in the membership of the Commissioners pursuant to the Urban Renewal Law (e.g., if a new urban renewal plan is considered by the Authority which would trigger membership of the Commissioners to include a representative of the school district, county and special district).

Staff Recommendations: If the Authority desires to amend the Bylaws to incorporate the proposed amendment, it should approve the Resolution. The Authority could also choose not to adopt the Resolution and allow the existing Urban Renewal Law and Bylaws to govern the Authority's process.

TOWN OF LYONS URBAN RENEWAL AUTHORITY

RESOLUTION NO. 2016-5

A RESOLUTION OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY APPROVING AN AMENDMENT TO ITS BYLAWS

WHEREAS, by Resolution No. 2015-46, on May 18, 2015, the Town of Lyons Board of Trustees, established the Town of Lyons Urban Renewal Authority (the "Authority"); and

WHEREAS, on June 1, 2015, the Authority adopted bylaws (the "Bylaws") in order to allow for the efficient and orderly operations and conduct of the Authority and to effectuate the purposes of Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the "Urban Renewal Law"); and

WHEREAS, pursuant to Article VI of the Bylaws, the Bylaws may be amended by an affirmative vote of two-thirds of the membership of the Commissioners of the Authority (the "Commissioners"); and

WHEREAS, the Commissioners have determined that it is in the best interests of the Authority to amend the Bylaws to affirm that the membership of the Commissioners be maintained as the Town of Lyons Board of Trustees, as designated upon the creation the Authority and stated in the Bylaws, and to preserve this membership by requiring a unanimous affirmative vote of the Commissioners to modify the membership or amend Article II, Section 1 of the Bylaws, unless required by the Urban Renewal Law.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY:

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. Article II, Section 1 and Article VI of the Bylaws are hereby amended to state that the Town Board's designation to serve as the Commissioners may not be modified, and Article II, Section 1 of the Bylaws may not be amended, unless by a unanimous affirmative vote of the Commissioners or as required by the Urban Renewal Law, as more particularly set forth in the Amended Bylaws attached hereto as Exhibit A.

Section 3. This Bylaws amendment incorporated by this Resolution shall terminate automatically upon any required change in the membership of the Commissioners pursuant to the Urban Renewal Law.

Section 4. The Authority hereby adopts the Amended Bylaws attached hereto as Exhibit A.

Section 5. This Resolution and the Amended Bylaws shall be effective upon approval of the Authority.

Adopted this 7th day of March, 2016.

TOWN OF LYONS URBAN RENEWAL AUTHORITY

By: _____
John O'Brien, Chairman

ATTEST:

Deb Anthony, Authority Clerk

APPROVED AS TO FORM:

By: _____
Carolynne C. White, Authority Counsel

**BYLAWS
OF
TOWN OF LYONS URBAN RENEWAL AUTHORITY**
(Adopted June 1, 2015; Amended March 7, 2016)

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of this urban renewal authority shall be the “Town of Lyons Urban Renewal Authority”, which authority was established on May 18, 2015 by the Town of Lyons Board of Trustees (the “Town Board”) Resolution No. 2015-46. The Town of Lyons Urban Renewal Authority shall be referred to in these Bylaws as the “Authority.”

Section 2. Office of Authority. The office of the Authority shall be 432 5th Avenue, Lyons, Colorado 80540, or at such other place in the Town of Lyons (the “Town”), Colorado as the Town Board may direct.

Section 3. Authority to Enact Bylaws. The Authority is authorized by C.R.S. § 31-25-105(1)(a) to make and adopt bylaws, orders, rules, and regulations to effectuate the purposes of Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the “Urban Renewal Law”).

ARTICLE II – OFFICERS

Section 1. Commissioners. In accordance with C.R.S. § 31-24-115(1), and pursuant to Resolution No. 2015-46, the Town Board, comprised of seven (7) members, including the mayor of the Town, designated itself to serve as the Authority. The mayor of the Town and each of the trustees of the Town Board shall constitute the Board of Commissioners of the Authority (the “Commissioners”). The Town Board’s designation to serve as the Commissioners may not be modified, and this Section 1 of the Bylaws may not be amended, unless by a unanimous affirmative vote of the Commissioners or as required by the Urban Renewal Law. The last sentence of this Section 1 requiring a unanimous vote shall terminate automatically upon any required change in the membership of the Commissioners pursuant to the Urban Renewal Law.

Section 2. Officers. The officers of the Authority shall be a Chairperson, Vice Chairperson, Secretary and Executive Director. The mayor of the Town shall serve as the *ex officio* Chairperson of the Authority. The mayor pro tem of the Town shall serve as the *ex officio* Vice Chairperson of the Authority. The town clerk of the town shall serve as the *ex officio* Secretary of the Authority. The town administrator of the Town shall serve as the *ex officio* Executive Director of the Authority.

Section 3. Chairperson. The Chairperson shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairperson shall sign all contracts, deeds, and other instruments made by the Authority.

Section 4. Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson.

Section 5. Temporary Chairperson. In the absence of both the Chairperson and Vice Chairperson, the Commissioners may appoint an acting chairperson to preside at any meeting of the Authority.

Section 6. Executive Director. The Executive Director of the Authority shall oversee the day-to-day operations of the Authority. The Executive Director shall serve as an advisor to the Authority and may serve on committees or in other capacities consistent with the Urban Renewal Law as the Commissioners may determine; provided, however, that the Executive Director shall not be considered a Commissioner of the Authority within the meaning of the Colorado Urban Renewal Law, any other applicable law, or these Bylaws, and shall not be permitted or required to act in the capacity of a Commissioner at any time.

Section 8. Recording Secretary. The Recording Secretary shall keep the records of the Authority, shall act as secretary of the meetings of the Authority and record all votes, shall keep a record of the proceedings of the Authority and shall perform all duties incident to this office. That person shall keep in a safe custody all Resolutions, contracts and instruments entered into by the Authority.

Section 9. Legal Counsel for the Authority. The Authority may employ an attorney or attorneys licensed to practice in the state of Colorado to provide legal counsel to the Authority and the Executive Director on issues relating to the Urban Renewal Law and other general and special legal matters of interest to the Authority.

Section 10. Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Urban Renewal Law, and all other laws of the State of Colorado and the Town.

ARTICLE III – MEETINGS

Section 1. Annual Meetings. An annual meeting of the Authority shall be held in each calendar year on the same evening and at the same location as the first regular meeting of the Town Board or as soon thereafter as may be practicable given the scheduling matters of the Authority.

Section 2. Regular Meetings. Regular meetings of the Authority may be held without additional notice on the same evening and at the same location as regular meetings of the Town Board.

Section 3. Special Meetings. Special meetings of the Authority shall be called by the Executive Director on the written request of the Chairperson or any three (3) Commissioners of the Authority on at least twenty-four (24) hours written notice to each Commissioner, served personally or left at his or her usual place of residence; provided, however, that a special meeting may be held on shorter notice if all Commissioners are present or have waived notice thereof in writing. Provided that reasonable efforts are made to contact a Commissioner as provided in this Section 3, failure of a Commissioner to receive notice shall not

invalidate any special meeting. At such special meeting, no business shall be considered other than as designated in the notice, but if all of the Commissioners of the Authority are present at a special meeting, any business which may lawfully come before a regular meeting may be transacted at that special meeting.

Section 4. Quorum. A majority of the Commissioners shall constitute a quorum.

Section 5. Order of Business. Regular or special meetings of the Authority shall not be required to follow any specific agenda order or process, although the following order shall typically be used as a guide for the Authority's order of business:

1. Call to Order
2. Roll Call
3. Consideration of minutes of the previous meeting
4. Consideration of Resolutions
 - a. Public hearings
 - b. General business
5. Other business
6. Adjournment

An opportunity for general public comment on matters not listed on the agenda may, at the discretion of the Chairperson, be provided to persons in attendance at any meeting of the Authority.

Section 6. Manner of Voting. The voting on all questions before the Authority shall be by voice or by show of hands unless a roll call vote is requested by any Commissioner of the Authority or required by law. The yes votes, no votes and abstentions shall be entered in the minutes of each meeting. Every Commissioner of the Authority, when present, must vote unless excused from voting on matters involving the consideration of his or her own official conduct or when his or her personal or financial interest is involved. Any Commissioner of the Authority must state at the time of abstention the reason for abstention.

ARTICLE IV – CONFLICT OF INTEREST

No Commissioner, other officer, or employee of the Authority nor any immediate member of the family of any such Commissioner, officer, or employee shall acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, nor shall he or she have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project. If any Commissioner, other officer, or employee of the Authority owns or controls an interest, direct or indirect, in any property included or planned to be included in any project, he or she shall immediately disclose the same in writing to the Authority, and such disclosure shall be entered upon the minutes of the Authority. Upon such disclosure, such Commissioner, officer, or other employee shall not participate in any action by the Authority affecting the carrying out of the project planning or the undertaking of the project unless the Authority determines that, in the light of such personal interest, the participation of such Commissioner in any such act would not

be contrary to the public interest. Acquisition or retention of any such interest without such determination by the Authority that it is not contrary to the public interest or willful failure to disclose any such interest constitutes misconduct in office.

ARTICLE V – POWERS

Section 1. General Powers. The Authority shall have all of the general powers of such an authority granted to it under the Urban Renewal Law.

Section 2. Expenditures of Monies. The Authority may expend monies for the acquisition of real estate, or interests therein, and utilize the laws of eminent domain for such acquisition purposes; provided however, such acquisition of real estate shall be for the purpose of effecting a redevelopment project or urban renewal project specifically approved by the Commissioners.

ARTICLE VI – AMENDMENTS

These Bylaws may be amended by an affirmative vote of two-thirds of the membership of the Board of Commissioners at any regularly scheduled or special meeting of the Authority, except Section 1 of the Bylaws may only be amended by an affirmative, unanimous vote of the Commissioners as further described in Article II, Section 1 of the Bylaws which unanimous vote requirement shall automatically terminate upon any required change in the membership of the Commissioners pursuant to the Urban Renewal Law.

APPROVED AND ADOPTED:

By: _____
John O'Brien, Chairperson

Date: _____

APPROVED AS TO FORM:

By: _____
Carolynne C. White, Authority Counsel

Agenda Item No: IX-1

Meeting Date: March 7, 2016

Subject: Resolution 2016 -25, a Resolution Accepting and Approving a Contract with Boulder County Pertaining to Economic Development Grant Funds

Presenter: Jacque Watson

Background: As members of the Boulder County Business Partnership, the Town of Lyons receives grant funding of \$6000 a year from Boulder County to use toward economic development endeavors. This year, the Economic Grant has been partnered with the Regional Air Quality Control grant to purchase and install an EV charging station for automobiles. This is the contract to accept the funds and administer the grant.

**TOWN OF LYONS, COLORADO
RESOLUTION 2016-25**

**A RESOLUTION ACCEPTING AND APPROVING A CONTRACT WITH BOULDER COUNTY
PERTAINING TO ECONOMIC DEVELOPMENT GRANT FUNDS**

WHEREAS, as described in the Boulder County Comprehensive Plan, Boulder County ("County") adheres to the philosophy that growth should be channeled to municipalities; and

WHEREAS, the County has a long-standing tradition of contributing financially to the Town of Lyons through economic development grants; and

WHEREAS, the Town of Lyons applied to the County for grant funds to purchase and install an electronic vehicle charging station for automobiles within the boundaries of the Town; and

WHEREAS, the County approved a grant for such purposes in the amount of six thousand dollars (\$6,000.00), subject to the Town executing an economic development contract with the County; and

WHEREAS, the Town of Lyons Sustainable Futures Commission has also obtained grant funds that will be applied to the purchase and installation of an electronic vehicle charging station within the Town; and

WHEREAS, the Board of Trustees desires to approve the grant agreement with the County.

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

Section 1. The attached Economic Development Contract between the Town of Lyons and Boulder County is hereby approved.

Section 2. The Mayor or Mayor Pro Tem and the Town Administrator are hereby authorized to execute this grant agreement and such other documents as are needed to reflect the Town's acceptance, the Town Clerk is authorized to attest the Mayor's signature, and the Town Administrator is authorized to supervise the performance of services under the Agreement.

ADOPTED THIS 7th DAY OF MARCH 2016.

By: _____
John O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk

BOULDER COUNTY ECONOMIC DEVELOPMENT CONTRACT

THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and Town of Lyons ("Contractor").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: *The Invitation for Bid and Bid Specifications of Boulder County Bid No. N/A*, together with any alterations and/or modifications to these Specifications (the "Bid Documents"), are expressly incorporated into this Contract by this reference.

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing economic development services services as described in Exhibits A and B. The Contractor shall perform the Work in strict accordance with this Contract.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on January 1, 2016 and shall continue through December 31, 2016.

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, \$6,000.

5. Extension and/or Renewal of Contract Term:

a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send written notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.

b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through December 31, 2019 during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.

- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
- e. Should the parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

- a. Commercial General Liability.

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

b. Automobile Liability.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

c. Workers' Compensation and Employer's Liability.

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

Peter Salas
Economic Development Liaison
P.O. Box 471
Boulder CO 80306

If any insurance company refuses to provide the require notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect. Such notice shall be sent directly to:

Boulder County
Attn: Risk Manager
P.O. Box 471
Boulder, CO 80306

Please forward certificates to the above certificate holder.

10. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.
- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, or hand-delivered to the following representatives of the parties at the following addresses:

For the County:	Michelle Krezek Commissioners Office P.O. Box 471 Boulder CO 80306
-----------------	---

For the Contractor: Jacque Watson
 Town of Lyons
 432 5th Avenue
 Lyons, CO 80540

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- B. 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 public contract for services.
- C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the

Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

G. If Contractor violates any provisions of this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

20. Benefit to Successors and Assigns: This Contract shall be binding upon the successors and assigns of the parties.

21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. Governmental Immunity: Nothing in this agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

27. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on _____
(date)

**COUNTY OF BOULDER
STATE OF COLORADO**

ATTEST: _____
Clerk to the Board of Commissioners

By: _____
Chair, Board of County Commissioners

CONTRACTOR:

ATTEST: _____

By: _____

Title: _____

Title: _____

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)

Item # IX - 3

Resolution 2016-27

March 7, 2016

Sanitary Sewer System Expansion Feasibility Study

The Town of Lyons was awarded a Colorado Department of Public Health and Environment (CDPHE) grant and is under contract with the State of Colorado for the completion of a Sanitary Sewer System Expansion Feasibility Study. The Town issued a Request for Proposal advertised through the Rocky Mountain E-Purchasing web site and on the Town of Lyons Web Site. Three firms submitted proposals. All of the proposals was deemed responsive.

Town staff along with the Utility and Engineering Board evaluated proposals based on the criteria listed in the request. Based on the evaluation, the review team unanimously determined that one proposer stood out above the rest.

Based on the proposals and the review team's unanimous selection, staff recommends awarding the contract to JUB Engineers, Inc, 4745 Boardwalk Drive, Building D, Suite 200, Fort Collins, CO for a not to exceed amount of \$26,425. The project will be complete and all deliverables provided to the Town on or prior to June 1, 2016.

See attached proposal dated February 23, 2016.

**TOWN OF LYONS, COLORADO
RESOLUTION 2016- 27**

**A RESOLUTION AWARDING A BID TO AND APPROVING A CONTRACT WITH JUB Engineers, Inc.,
TO CONDUCT A SANITARY SEWER SYSTEM EXPANSION FEASIBILITY STUDY**

WHEREAS, the Town of Lyons was awarded a Colorado Department of Public Health and Environment (CDPHE) grant and is under contract with the State of Colorado for the completion of a Sanitary Sewer System Expansion Feasibility study; and

WHEREAS, the Town issued a Request for Proposals from contractors able to complete all components of the study; and

WHEREAS, three firms submitted proposals; and

WHEREAS, the responsive proposals were evaluated by Town staff and the Utilities and Engineering Board, and ranked based on the proposal review criteria; and

WHEREAS, Town staff determined that JUB Engineers, Inc was the lowest responsible bidder; and

WHEREAS, Town staff therefore recommends that the Board of Trustees award the bid for the Sanitary Sewer System Expansion Feasibility study to JUB Engineers, Inc

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

Section 1. The Board of Trustees hereby awards the bid for the Sanitary Sewer System Expansion Feasibility study to JUB Engineers, Inc in accordance with the terms and conditions of the RFP and the Proposal, and approves the contract with JUB Engineers, Inc in an amount not to exceed \$26,425. The Mayor or Mayor Pro Tem are hereby authorized to sign the contract and any other necessary documents and the Town Clerk is authorized to attest the Mayor or Mayor Pro Tem's signature.

ADOPTED THIS 7th DAY OF MARCH 2016.

TOWN OF LYONS, COLORADO

John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk

EXHIBIT A

SCOPE OF WORK

Scope of Services

Below is a general list of the services provided by the Consultant as anticipated by the Town and taken from the RFP. Consultant will be required to review this scope of services and include any additional information or exceptions within their proposed scope to achieve the Town's goals:

Scope of Services

Below is a general list of the services provided by the Consultant as anticipated by the Town. Consultant will be required to review this scope of services and include any additional information or exceptions within their proposed scope to achieve the Town's goals:

Phase 1 – Data Collection

- Collect data on Town sewer systems at possible termination points and connection points for each area. Town is currently designing replacement sewer facilities near the S St Vrain and will provide that information. Town is also in the processes of extending gravity sewer further to the northwest near Meadow Park, and will also provide that data;
- For the northwest area, collect data on the existing sanitary sewer lift station serving Eagle Canyon and the force main leading back into Town;
- Collect data from the Town regarding recent surveys and designs that may impact the results;
- Collect GIS data from Boulder County and Town regarding parcels, ownerships and any other data available regarding flood plains, easements and rights of way;
- Collect data from the Town and/or State of Colorado regarding LIDAR survey for use in the analysis;
- Set up GIS database with available data and coordinate with Town GIS database;
- Collect data from Boulder County Health Department regarding the existing septic systems including original designs, inspections reports; violations;
- Collect data from the State of Colorado and/or Boulder County Health on impaired watershed or issues that are arising from septic systems.

At this time, the consultant is expected to have a variety of tools based on historic and record information to begin the evaluation and desired outcomes. The consultant should have maps, charts, narratives, discussion topics, alternatives and an action plan to move forward with the analysis and a GIS database established.

Phase 2 – Compile Data, Create Maps and Conceptual Service Areas and Alignments

- Create conceptual alignments of the sewer options based on the available data, focusing on primary trunk lines;
- Identify areas that will be costly or difficult to serve due to topographic constraints or have a very high cost to serve a limited number of connections;

- Create concept plan/profiles of trunk lines and major laterals, identifying needs and locations of possible easements across private property to serve areas beyond the main trunk line;
- Create plan view maps using GIS data and aerial photos of the alignments, locations of easements and areas where service will be difficult or costly.
- Create cost estimates for various areas and reaches, broken down to basic elements such as liner feet of pipe, manholes, creek or ditch crossings and easement acquisitions and other items pertinent to the evaluation;
- Meet with Town of Lyons Utility and Engineering Board to present the plans and options;
- Meet with the Town of Lyons Planner to go over the options and the planning area;
- Prepare a report with maps and exhibits discussion findings, cost estimates for sewer and estimates for easements, issues that may arise with permitting or flood plain development; items to be considered for a resilient infrastructure.

At this time, the consultant is expected to have compiled data and reviewed that data and have completed an initial preliminary report and plans for review by Town Staff, Boards and Commissions and have implemented those comments and suggestions and prepared a completed “Preliminary Report and Findings”.

Phase 3 – Final Report, Plans and Recommendations

- Prepare final reports with recommendations based on the preliminary reports and feedback from Town Staff, Boards and Commissions;
Provide appendices to include all appurtenant data and background information gathered during the process including copies of documents, maps, exhibits and other;
- Present the final report and findings to the Town Board of Trustees.

At this time, the consultant is expected to have completed the project and provided the Town with five (5) hard copy versions of the report and one digital copy of the report (pdf’s) along with GIS layers and shape files.

EXHIBIT B
COMPENSATION

Contractor to prepare and submit Sanitary Sewer System Expansion Feasibility Study for the Town of Lyons including hard copies of reports and plans and electronic copies of report, plans and spreadsheets for a fee not to exceed \$26,425. Contractor will be reimbursed per hourly rates established in the proposal and as listed, or as otherwise approved by both parties:

2016 RATE TABLE			
<i>Name</i>	<i>Title</i>	<i>Rate</i>	<i>Percent Available</i>
Eric Garner	Project Manager	\$165	10%
Doug Paull	Project Engineer	\$100	40%
Troy Campbell	Project Engineer	\$140	5%
Chris Slater	Project Engineer	\$135	15%
Neal Fraser	GIS Engineer	\$125	10%
Christina McCullcok	GIS Analyst	\$85	15%

Agenda Item: VIII - 4

Resolution 2016-28

Meeting Date: March 7, 2016

Subject: Resolution 2016 – 28, a Resolution Accepting a Hazard Mitigation Grant Program (HMGP) Grant From the Federal Emergency Management Agency Through the State of Colorado Division of Homeland Security and Emergency Management for Elevation of a Home Located at 401 2nd Avenue, Lyons Colorado and Approving a Grant Agreement

Background Information:

The attached grant agreement between the State Department of Public Safety Division of Homeland Security and Emergency Management (DHSEM) and the Town of Lyons is for a maximum amount of \$143,579.00 to assist Bonita Yoder with elevation of her flood-damaged home at 401 2nd Avenue. This property qualifies for the Hazard Mitigation Grant Program for Disaster Recovery at a maximum amount of \$ 176,000 which includes FEMA funds for 75% (\$123,067), State funds for 12.5% (\$20,511.50) and CDBG-DR matching funds for 12.5% (\$20,511.50). The amount of \$143,579 stated in this grant agreement equals the total of the FEMA and State portions. The CDBG-DR match will come from Round 2 or 3 of the County Collaborative's administered CDBG funds. Additional expenses beyond the maximum grant amount will be the responsibility of the property owner.

Town staff submitted the grant application to DHSEM in September of 2014, and the State put the higher priority on the acquisitions grant so only recently completed the elevation guidance for Subgrantees. The original application included six properties, but the property owners eventually found other funding sources for their home elevations (such as insurance payouts or ICC funds). Bonita Yoder was unable to secure other financing and is the sole property owner in this grant program.

Also attached is a copy of the Delegation of Signatory Authority form to designate the Town Administrator as having the authority of grant management duties.

Recommended Action: Approval of Resolution 2016 - 28 , approving and authorizing the Mayor to sign the grant agreement for the HMGP Elevation Grant and designating the Town Administrator as having the authority of grant management duties.

**TOWN OF LYONS, COLORADO
RESOLUTION 2016-28**

A RESOLUTION ACCEPTING A HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE STATE OF COLORADO DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR ELEVATION OF A HOME LOCATED AT 401 2ND AVENUE, LYONS, COLORADO AND APPROVING A GRANT AGREEMENT

WHEREAS, the Town of Lyons (the "Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Federal Emergency Management Agency (FEMA) is authorized to make grants from the Hazard Mitigation Grant Program to local governments, which grants are administered by the State of Colorado's Division of Homeland Security and Emergency Management (DHSEM); and

WHEREAS, in September 2014, the Town of Lyons applied for a HMGP grant to elevate the flood-damaged homes on six properties within the Town; and

WHEREAS, five of the properties included in that grant application have subsequently obtained alternate funding for their home elevations, leaving the property located at 401 2nd Avenue, Lyons, Colorado as the sole property in need of assistance from this grant; and

WHEREAS, DHSEM has approved the Town's grant application for that remaining property and awarded to the Town grant funds in the amount of \$143,579.00, subject to the terms and conditions of a grant agreement between DHSEM and the Town ("Grant Agreement"); and

WHEREAS, the Town's Board of Trustees desires to accept the grant funds, approve the Grant Agreement, authorize the Mayor or Mayor Pro Tem to sign the Grant Agreement on the Town's behalf, and authorize the Town Administrator to manage and perform all duties pursuant to the Grant Agreement.

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

Section 1. The Town Board of Trustees hereby approves the Hazard Mitigation Grant Agreement, HMGP 4145, Project 52-R, ("Grant Agreement") and accepts the Hazard Mitigation Grant in the amount of \$143,579.00 for home elevation and related services as described in the Grant Agreement.

Section 2. The Mayor or Mayor Pro Tem is hereby authorized to execute the Grant Agreement and such other documents as are needed to reflect the Town's acceptance, the Town Clerk is authorized to attest the Mayor's signature, and the Town Administrator is authorized to supervise the performance of services under the Agreement.

ADOPTED this 7th day of MARCH 2016.

TOWN OF LYONS

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk

GRANT AGREEMENT

Between the

**STATE OF COLORADO
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

And the

TOWN OF LYONS

TABLE OF CONTENTS

1. PARTIES..... 2

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY..... 2

3. RECITALS..... 2

4. DEFINITIONS..... 2

5. TERM and EARLY TERMINATION..... 3

6. STATEMENT OF WORK..... 4

7. PAYMENTS TO GRANTEE..... 4

8. REPORTING - NOTIFICATION..... 5

9. GRANTEE RECORDS..... 5

10. CONFIDENTIAL INFORMATION-STATE RECORDS..... 6

11. CONFLICTS OF INTEREST..... 7

12. REPRESENTATIONS AND WARRANTIES..... 7

13. INSURANCE..... 7

14. BREACH..... 9

15. REMEDIES..... 9

16. NOTICES and REPRESENTATIVES..... 11

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE..... 11

18. GOVERNMENTAL IMMUNITY..... 11

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM..... 11

20. GENERAL PROVISIONS..... 12

21. COLORADO SPECIAL PROVISIONS..... 14

SIGNATURE PAGE..... 16

EXHIBIT A - APPLICABLE FEDERAL LAWS AND STATE GRANT GUIDANCE..... 1

EXHIBIT B - STATEMENT OF WORK-REPORTING & ADMINISTRATIVE REQUIREMENTS- BUDGET..... 1

EXHIBIT C - FFATA PROVISIONS..... 1

EXHIBIT D - EXECUTIVE ORDER D 2014-12..... 1

EXHIBIT E - FEMA APPROVED HAZARD MITIGATION PLAN (HMP) REQUIREMENT..... 1

EXHIBIT F - EXTRAORDINARY CIRCUMSTANCES LETTER..... 1

EXHIBIT G - RECORD OF ENVIRONMENTAL CONSIDERATION..... 1

EXHIBIT H - ENVIRONMENTAL CLOSEOUT PROCEDURES..... 1

EXHIBIT I - ENVIRONMENTAL CLOSEOUT DECLARATION..... 1

FORM I - GRANT CHANGE LETTER..... 1

EXHIBIT B - STATEMENT OF WORK-REPORTING & ADMINISTRATIVE REQUIREMENTS-BUDGET

1. GENERAL DESCRIPTION OF THE PROJECT(S).

- 1.1. Project Description:** The Town of Lyons will use these funds to elevate the property at 401 2nd Avenue, Lyons, CO. In addition to the elevation of the property, other costs include Pre-Award costs for application development, permitting, site testing, title search, permitting, A&E, and project management.
- 1.2. Project Expenses:** Project expenses include those costs identified and approved in the application and budget. Documented pre-award costs related to the development of the grant application and property assessment as noted in the Grantees Notice of Interest and approved budget may also be used to meet local match requirements or reimbursed.
- 1.3. Non-Federal Match:** This Grant requires a non-federal match contribution of 25% of the total Grant budget. The non-Federal match is equally shared by the State (12.5%) and the Grantee (12.5%). Documentation of Grantee expenditures for the non-federal match contribution is required with each reimbursement request. The match may include in-kind match. If applicable, CDBG-DR funds may be used to cover all or part of the local match requirement, but must be documented as noted in Section 1.3 of this exhibit. **State Contribution:** The State's 12.5% share is provided as authorized by Executive Order D 2014-12 and its subsequent amendments. **NOTE:** The state funds are provided from state General Funds. The Grantee is advised to seek counsel on the receipt and expenditure of these funds under TABOR, and apportioning the funds in Grantee's current budget as necessary.

2. DELIVERABLES:

- 2.1.** Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit B may result in loss of project funding. Copies of relevant documentation (i.e. invoices, quarterly reports, requests for reimbursement all must be submitted to the Grantor in accordance with this grant agreement.

3. REPORTING REQUIREMENTS:

- 3.1. Quarterly Financial Status and Progress Reports.** The project(s) approved in this Grant are to be completed on or before the termination date stated in §5 of the Grant Agreement. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the procedures and forms provided by the Division of Homeland Security and Emergency Management throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the "report period" reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)

Report Period	Due Date
October – December	January 20
January –March	April 20
April – June	July 20
July – September	October 20

- 3.2. Final Reports:** Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports

are not due after the Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

4. TESTING AND ACCEPTANCE CRITERIA:

The Division of Homeland Security and Emergency Management shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The Division of Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

5. PAYMENT:

5.1. Payment Schedule: Grantee shall submit requests for reimbursement using the Division of Homeland Security and Emergency Management's provided form at least quarterly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Exhibit. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, the Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

5.2. Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

5.3. Remittance Address. If mailed, payments shall be sent to the representative identified in §16 of the Grant:

Town of Lyons
 Tony Cavalier, Finance Director
 PO Box 49
 Lyons, CO 80540

6. ADMINISTRATIVE REQUIREMENTS:

Required Documentation: Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

6.1. Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

6.1.1. Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

6.1.2. Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

6.2. Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

6.2.1. Any sole source transaction in excess of \$100,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.

6.2.2. Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that

provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

6.2.3. Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.sam.gov>.

6.2.4. When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -"This project was supported by grant MG4145052214, issued by the Division of Homeland Security and Emergency Management."

6.2.5. Grantee shall verify that all purchases are listed in §1 or §7 of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L.) for the grant period on the Responder Knowledge Base (RKB), at <https://www.fema.gov/media-library/assets/documents/101566>. Additionally, funds used to support emergency communications activities should comply with the FY 2012 SAFECOM Guidance for Emergency Communication Grants, at <http://www.safecomprogram.gov>

6.2.6. Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the Division of Homeland Security and Emergency Management.

6.2.7. Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee's own funds.

6.3. Additional Administrative Requirements:

6.3.1. The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Division of Homeland Security and Emergency Management.

7. BUDGET:

Project Category	Federal Share (75%)	State Share (12.5%)	Local Share (12.5%)	Total Budget (100%)
Pre-Award Costs				
TetraTech Application Development	\$5,346.00	\$891.00	\$891.00	\$7,128.00
Town Staff Time	\$2,904.00	\$484.00	\$484.00	\$3,872.00
Post-Award Costs				
A&E Design/Plans	\$2,925.00	\$487.00	\$488.00	\$3,900.00
Permits	\$3,705.00	\$618.00	\$617.00	\$4,940.00
Structure Elevation	\$96,401.00	\$16,067.00	\$16,067.00	\$128,535.00
Testing/Removal	\$8,576.00	\$1,429.00	\$1,430.00	\$11,435.00
Title Search	\$375.00	\$63.00	\$62.00	\$500.00
Post-Award Costs				
In-House Project Management	\$2,160.00	\$360.50	\$360.00	\$2,880.00
Consultant Project Management	\$675.00	\$112.50	\$112.00	\$900.00
Total Project Budget	\$123,067.00	\$20,512.00	\$20,511.00	\$164,090.00
Total Award Amount to Grantee (Federal + State)	\$143,579.00			

Town of Lyons
A/P Summary Bi-Monthly
3/07/16

Date & Check #	Handchecks	Description	Amount
02/12/2016 91602011	Land Title Guarantee Cor	CDBG-DR RD1 341 Park St/Stacy	\$ 557,194.00
02/12/2016 91602012	Land Title Guarantee Cor	CDBG-DR RD1A 425 Prospect/Ernst	\$ 260,056.00
02/12/2016 91602013	Land Title Guarantee Cor	HMGP 117 Park St/Carter	\$ 213,306.00
02/12/2016 91602014	Land Title Guarantee Cor	HMGP 509 Evans St/Schroeder	\$ 190,423.00
02/12/2016 91602015	Land Title Guarantee Cor	CDBG-DR RD1 341 Park St/Stacy	\$ 1,993.00
02/12/2016 91602016	Land Title Guarantee Cor	CDBG-DR RD1A 425 Prospect/Ernst	\$ 1,481.01
02/12/2016 91602017	Land Title Guarantee Cor	HMGP 117 Park St/Carter	\$ 1,363.00
02/12/2016 91602018	Land Title Guarantee Cor	HMGP 509 Evans St/Schroeder	\$ 1,326.00
02/24/2016 94046	Lyons Elementary Eco Club	Ecology report to Town staff	\$ 730.00
03/2/2016 94048	US Postmaster	Postage for March utility bills	\$ 500.00
Total Handchecks.....			\$ 1,227,142.01

Payroll 2/26/16 **\$ 40,584.30**

Unpaid Invoices - Vendor	Amount	Grant Funds	Grant Name
American Fence Company, Inc.:	\$ 75.00		
American Fund Service Company	\$ 1,985.60		
American Heritage Life Insurance	\$ 70.64		
Boulder County Finance	\$ 101,227.00		
Brekke Storage:	\$ 115.00		
Browns Hill Engineering:	\$ 187.50		
Colorado Analytical Lab:	\$ 635.80		
CDPHE	\$ 6,300.00	\$ 6,300.00	WWTP - Outfall Construct
Colorado Department of Revenue	\$ 1,991.00		
Colorado Materials:	\$ 2,088.42		
Colt:	\$ 729.49		
Deep Rock Water:	\$ 102.68		
Federal Payroll Taxes	\$ 15,070.35		
Gateway Auto:	\$ 643.30		
Humana, Inc:	\$ 1,097.73		
JLB Companies	\$ 29,562.50	\$ 26,277.50	FEMA, EDA, CDBG, HMGP,CDOT,CDPHE, DHSEM
Kerr, James F.:	\$ 392.19		
Kristin Nordeck Brown, PC:	\$ 1,000.00		
Landis+Gyr Technologies, LLC:	\$ 2,700.00		
Longmont, City of:	\$ 28,241.48		
Loris and Associates:	\$ 11,145.40	\$ 11,145.00	Lyons US 36 Streetscape
Lyons Valley Village:	\$ 85.00		
McDonald Farms Enterprises Inc:	\$ 5,592.50		
Michael Baker International, Inc.	\$ 19,747.05	\$ 19,747.05	FEMA
N Line Electric, LLC:	\$ 2,129.96		
Pitney Bowes Global Financial Se	\$ 176.07		
PLIC-SBD Grand Island:	\$ 362.89		
Quill:	\$ 1,159.20		
Ramey Environmental Compliant	\$ 13,001.74		

Town of Lyons
A/P Summary Bi-Monthly
3/07/16

Rise Broadband:	\$	84.45
SAFEbuilt Colorado:	\$	2,664.05
Service Experts:	\$	363.45
St. Vrain Market:	\$	245.00
The Preservation Studio, Inc.:	\$	780.00
United HealthCare Insurance Co:	\$	18,622.86
USA Blue Book:	\$	843.19
Utilities Refund:	\$	51.89
Verizon Wireless:	\$	316.58
Vision Service Plan (VSP):	\$	405.18
Welborn Sullivan Meck & Tooley	\$	5,678.00
Widner Michow & Cox:	\$	7,799.68
Wolters Klower Law and Busines	\$	525.00

Total Unpaid Invoices as of 3/04/16	\$	285,994.82	\$	63,469.55
-------------------------------------	----	------------	----	-----------

Total (hand checks, payroll, unpaid i	\$	1,553,721.13
---------------------------------------	----	--------------

Workshop

6:00 PM – 6:50 PM - URA Discussion Concerning Amendments to By-Laws

MINUTES

TOWN OF LYONS

7:00 P.M., TUESDAY, FEBRUARY 16, , 2016

BOARD OF TRUSTEES MEETING

SHIRLEY F. JOHNSON COUNCIL CHAMBER

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

I. Roll Call and Pledge of Allegiance

Roll Call. Present: Mayor John O'Brien, Mayor Pro Tem Connie Sullivan, Trustee LaVern Johnson, Trustee Barney Dreistadt, Trustee Dan Greenberg, Trustee James Kerr, Trustee Dawn Weller.

II. A Reflective Moment of Silence

III. Approval of the Agenda

Motion: Mayor Pro Tem Sullivan moved to approve the agenda with the addition of item # X-6 and pulling item # X-5 from the Consent Agenda and continuing item IX-2 to the March 7, 2016 BOT Meeting.

Action: Approve, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee James Kerr.
Motion passed unanimously.

IV. Sgt Nick Goldberger, Sheriff's Dept Report

Sgt Goldberger presented the yearly comparisons for "Calls for Service" and "Incident Reports" generated by the Sheriff's Dept and the Boulder County Dispatch Center. The years of comparison were 2014 and 2015.

V. Audience Business - Limited to 15 minutes - All comments will be limited to 4 minutes per person

1. Nicholas Angelo stated he had read an article in the paper last week and he was not pleased, some comments were very distressing. Mr. Angelo stated I don't think we need to divide the town any further, the town  has been divided on the housing vote, I understand what it feels like to lose a vote, but we have to be careful when we speak to the press, no offense to the press but they have a very nasty habit of taking things out of context and making a story a story, the word that hurt the most were "look at your neighbors", in quotes. Mr. Angelo stated I have had neighbors I did not agree with but I would not be the one who broke the covenant of love thy neighbor. Mr. Angelo stated the town is somewhat divided now and we need to bring the town together, we don't need the comment look at your neighbor.

Mr. Angelo stated Mayor O'Brien you have the authority to allow public comment where you see fit; I personally have a problem with the public not being allowed public comment under resolutions, with respect I would ask that the audience be allowed to comment on the resolutions concerning the URA tonight.

Motion: Mayor Pro Tem Sullivan moved to close as the BOT and reopen as the Lyons Local Liquor Authority.

Action: Approve, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee Barney Dreistadt.
Motion passed unanimously.

VI. Lyons Local Liquor Authority

1. Hotel & Restaurant Liquor License – Farmer Girl

Town Administrator reported the owner of Farmer Girl, Tim Pane is present to answer any questions the BOT may have.

Town Administrator reported this is a license transfer of a Hotel Restaurant License from Local Eat+Drink at 432 Main Street, Lyons to Farmer Girl. The application was filed on January 11, 2016, the town must hold the license for not less than 30 days, and this date represents 37 days. The Local Licensing Authority does not have to hold a public hearing for this matter but may do so if they choose to. The public notice on this matter was posted on the premise on

January 14, 2016; publication of the hearing was published in the Lyons Recorder on January 21, 2015, which was at least 10 days prior to the public hearing. The evidence submitted shows the applicant is leasing the premises where the proposed liquor license transfer will be utilized from Squier Reality, LLC, and that Squier Reality, LLC is the lawful owner of the premise. That selling liquor in the manner currently proposed in the application is not in violation of the zoning codes as stated in the Lyons Municipal Code. The Colorado Bureau of Investigation is conducting a background investigation on Timothy Payne, owner of Farmer Girl. The applicants have received a temporary license they can use immediately. If the background check comes back with evidence that the Local Licensing Authority should consider, a

61 public hearing shall be set to review the application.  No comments have been received for or against the
62 license.

63 Mayor O'Brien welcomed Mr. Payne to the town. BOT discussion.

64 **Motion:** Trustee Barney Dreistadt moved to approve the transfer of the Hotel Restaurant License from Local
65 Eat+Drink at 432 Main Street to Farmer Girl.

66 **Action:** Approve, **Moved by** Trustee Barney Dreistadt, **Seconded by** Mayor Pro Tem Connie Sullivan.
67 Motion passed unanimously.

68 **Motion:** Mayor Pro Tem Sullivan moved to close as the Lyons Local Licensing Authority and open as the BOT

69 **Action:** Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Barney Dreistadt.

70 Motion passed unanimously.

71

72 VII. Lyons URA Authority **(THESE ARE YOUR WORKSHOP MATERIALS)**

73 1 Resolution 2016- 1, a Resolution of the Town of Lyons Urban Renewal Authority Designating Legal Counsel
74 Town Administrator Simonsen reported this did not require a formal request for an RFP, typically the town goes out
75 to bid every 5 years, and this is an engagement letter. Town Administrator Simonsen reported two firms were asked
76 for an engagement letter the other firm was none responsive, staff recommends moving forward with Carolynne C.
77 White, Esq. of Brownstein Hyatt Farber Schreck, LLP as legal counsel for the Authority. Town Administrator Simonsen
78 reported Carolynne C. White, Esq. of Brownstein Hyatt Farber Schreck, LLP are expensive but they are specialized in
79 this area, they have provided pro bono services for the Town since the September 2013 Flood. Town Administrator
80 Simonsen reported it is important that the town have someone who is on top of the issues. The town would be
81 engaging with the firm as needed for this year, it is not an annual contract.

82 BOT discussion concerning the engagement letter, only paying as needed, budget of up to \$60,000 for the formation
83 of the URA and surveys. Town Administrator Simonsen reported Carolynne C. White, Esq. of Brownstein Hyatt Farber
84 Schreck, LLP have a good understanding of the town and the new URA rules and regulations. Town Administrator
85 Simonsen reported there is a different rate of pay for each person at the firm, Caitlyn Quander is at a lower rate of
86 pay and will be the one the town will be working with the most, and they are one of the best firms in the state for
87 URA's. BOT discussion concerning outreach to other government entities, involving those entities in an informal way
88 to begin with , IGA with the St. Vrain School District, reaching out to Special Districts, strategic planning workshop for
89 the BOT, URA member being more accountable if they are the BOT.

90 **Motion:** Mayor Pro Tem Sullivan moved to approve Resolution 2016-1.

91 **Action:** Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Dan Greenberg.

92 Motion passed unanimously.

93

94 2. Resolution 2016 -2, a Resolution of the Town of Lyons Urban Renewal Authority Approving an Amendment to its
95 Bylaws

96 Caitlyn Quander reported Resolution 2016-2 and 2016-3 are at the request of a town citizen, one has been addressed
97 in the bylaws the other two are in the resolutions for your consideration, the first one this would make decisions
98 subject to the initiative under CRS. Ms. Quander reminded the URA Board that it takes a vote of 2/3 to amend the
99 bylaws. Ms. Quander reported as legal counsel they do not recommend adopting Resolution 2016-2 and Resolution
100 2016-3 due to pending litigation in Lakewood now.

101 Caitlyn Quander reported the Lyons Urban Renewal Authority is authorized by C.R.S. § 31-25-105(1)(a) to make and
102 adopt bylaws, orders, rules, and regulations to effectuate the purposes of Part 1 of Article 25 of Title 31, Colorado
103 Revised Statutes (the "Urban Renewal Law"). On June 1, 2015, the Authority adopted bylaws in order to allow for the
104 efficient and orderly operations and conduct of the Authority and to effectuate the purposes of the Urban Renewal
105 Law. Pursuant to Article VI of the Bylaws, the Bylaws may be amended by an affirmative vote of two-thirds of the
106 membership of the Commissioners of the Authority. Two possible amendments to the Bylaws are proposed and a
107 Resolution has been prepared for each so the Board of the Authority may consider adopting one, both or none of the
108 Resolutions.

109 The proposed amendments are:

110 1. Affirming that resolutions of the Authority are subject to the municipal initiative, referenda, and referred measures
111 and processes set forth in Article 11, Title 31, of the Colorado Revised Statutes.

112 2. The Authority may not exercise the power of eminent domain on any private property without the consent and
113 approval of the private property owner.

114 The current Bylaws of the Authority were included in the packet.

115 **Staff Recommendations:** If the Authority desires to amend the Bylaws to incorporate one or both of the proposed
116 amendments, it should approve the relevant Resolution. The Authority could also choose not to adopt either of the
117 Resolutions and allow the existing Urban Renewal Law and Bylaws to govern the Authority's process.

118 BOT discussion concerning URA members being the BOT elected officials of the URA. Ms. Quander reported the
119 current bylaws state in Section 1 that the BOT is the body that sits as the URA, the BOT would give up their seat on
120 the URA when their term was over. BOT discussion the BOT being the elected officials for the URA, a vote of 2/3rds of
121 the BOT could change that the elected officials of the BOT be the URA, would there be a way to state in the bylaws
122 that the URA would be the BOT elected officials unless it was a unanimous vote of the URA, the URA would have to go

123 back to the BOT it would have to go back to the BOT to appoint the URA members, when the URA would act, if
124 changed the Mayor would appoint. Trustee Greenberg asks if it would be possible under the current URA, until the
125 URA plan changes that it remain with the BOT until the new BOT is elected, so elected official would serve until the
126 new BOT adopted, until it sunsets and then it would revert to the 2/3 vote to make changes. Ms. Quander stated

127 Trustee Greenberg's suggestion could come forward as a separate resolution.    

128 Mayor O'Brien called for a motion.

129 **Resolution 2016-2 fails for lack of motion.**

130
131 3. Resolution 2016-3, a Resolution of the Town of Lyons Urban Renewal Authority Approving an Amendment to its
132 Bylaws (concerning private property)

133 The Lyons Urban Renewal Authority is authorized by C.R.S. § 31-25-105(1)(a) to make and adopt bylaws, orders,
134 rules, and regulations to effectuate the purposes of Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the
135 "Urban Renewal Law"). On June 1, 2015, the Authority adopted bylaws in order to allow for the efficient and orderly
136 operations and conduct of the Authority and to effectuate the purposes of the Urban Renewal Law. Pursuant to
137 Article VI of the Bylaws, the Bylaws may be amended by an affirmative vote of two-thirds of the membership of the
138 Commissioners of the Authority. Two possible amendments to the Bylaws are proposed and a Resolution has been
139 prepared for each so the Board of the Authority may consider adopting one, both or none of the Resolutions.

140 The proposed amendments are:

141 1. Affirming that resolutions of the Authority are subject to the municipal initiative, referenda, and referred
142 measures and processes set forth in Article 11, Title 31, of the Colorado Revised Statutes.

143 2. The Authority may not exercise the power of eminent domain on any private property without the consent and
144 approval of the private property owner. (The current Bylaws of the Authority are included in the packet.)

145 **Staff Recommendations:** If the Authority desires to amend the Bylaws to incorporate one or both of the proposed
146 amendments, it should approve the relevant Resolution. The Authority could also choose not to adopt either of the
147 Resolutions and allow the existing Urban Renewal Law and Bylaws to govern the Authority's process.

148 Caitlyn Quander reported eminent domain is a tool that can be used by the URA with the same caution as the BOT
149 currently has, the BOT has not used it. Carolynne C. White, Esq. of Brownstein Hyatt Farber Schreck, LLP would
150 recommend taking this off the table at this time not knowing what may happen in the future. BOT discussion
151 concerning when eminent domain can and can't be used and if it were to be used what the process would be. Ms.
152 Quander stated this plan excludes all residential properties; the BOT could not apply eminent domain to any
153 residential property. In the future if a new plan is adopted the URA could also exclude residential properties. Ms.
154 Quander reported eminent domain is rarely used and requires a substantial due process, fair value for property paid;
155 the property is always paid for. BOT discussion included tax increments – how they work, how the base is established,
156 URA workshops, revisiting specific projects, bigger residential buyout properties may be included but not the smaller
157 ones, streets, parks, commercial and municipal properties included that were in the Master Plan. Mayor Pro Tem
158 Sullivan stated she did not think the BOT should approve this resolution, over the years have seen some instances
159 where you may need the tools, I am not concerned that this would be abused as the town does not have a history of

160 abusing eminent domain. 

161 Mayor O'Brien calls for a motion.

162 **Resolution 2016-3 fails for lack of motion.**

163
164 **Motion:** Mayor Pro Tem Sullivan moved to close as the URA and reopen as the BOT.

165 **Action:** Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Dan Greenberg.

166 Motion passed unanimously.

167
168 VIII. Confluence Update Signal at McConnell/Stone Canyon Update
169 Joe Kubala, Project Manager reported there will be a temporary closure to the right hand turn lanes during the start
170 of the construction of the signals at McConnell/Stone Canyon. These closures will begin on Monday, February 22nd
171 and will remain closed for the duration of the project. Mr. Kubala reported barrels and signs will be in place to show
172 the lane closures. Trustee Dreistadt asked that an email blast go out concerning the project lane closures. Discussion
173 concerning the project schedule. Mr. Kubala reported the project would be complete before this summer.
174 Mr. Kubala reported the projects in the Confluence Area are going well. The Town has closed on 14 properties in
175 Phase 1, all 14 properties are in different phases of demolitions, all of these 14 homes will be demolished by the end
176 of February. Mr. Kubala reported there are 5 homeowners who are still undecided concerning the buyout program
177 and at some point after the first of March the State will be giving us a deadline for those property owners. Trustee
178 Kerr asked where the two bigger properties were in the process. Town Administrator Simonsen reported the Stacy
179 property has been closed and it appears the trailer court property will move forward by the end of the month.
180 Trustee Johnson asked if the town was recording this for the history of the town. Town Administrator Simonsen
181 reported pictures are being taken of the home and the home owners at closing. Town Administrator Simonsen
182 reported all properties that are being demolished this month will be seeded with rough grass by the end of this
183 month. Mr. Kubala complimented reported Town Administrator Simonsen and Rosi Dennett on how the closings are
184 being handled. Town Administrator Simonsen reported they are being very respectful of the mixed emotions of the
185 homeowners.

186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248

IX. Ordinances

1. Public Hearing - Ordinance 998, an Ordinance Approving an Extension of the Temporary Moratorium on the Acceptance and Processing of Any Applications or Petitions for Annexation for any Property within the Lyons Planning Area, in the Eastern Corridor and Western Planning Areas, Declaring an Emergency

 Town Administrator Simonsen reported Eastern Corridor Planning Area 90-Day Temporary Annexation Moratorium – an Ordinance Approving an Extension of the Temporary Moratorium on the Acceptance and Processing of any Applications or Petitions for Annexation for any Property Within the Lyons Planning Area Pending the Completion of a Master Planning Process for the Lyons Planning Area, and Declaring an Emergency. The purpose of the Annexation Moratorium was to allow for the Master Plan of the Primary Planning Area to be completed before the Town started considering annexation applications. During the RFP process for hiring a consultant firm to perform the Master Plan, it became clear that the proposed timeline for the Master Plan, which was based on the 90 Day Moratorium, was too short and did not allow sufficient time for a project with a scope of work as involved as the Master Plan process is. Staff recommends extending the Temporary Annexation Moratorium for an additional 30 days, for a total of 120 days from January 4, 2016, moving the sunset date back from April 4, 2016 to May 4, 2016. Trustee Kerr reported Matt Manley, Project Manager presented this to the PCDC and if the moratorium were extended it would give the contractor more time to complete the Master Planning Process. Town Administrator Simonsen reported 4 proposals came in today. The BOT asked if anyone on the Eastern Corridor is asking to annex. Town Administrator Simonsen reported there is only one interested person in the que on the Eastern Corridor. Mayor Pro Tem Sullivan stated the time period being asked for is such a short period of time, this feels like a convenience versus an emergency.

BOT discussion included what would happen if the moratorium expired before getting the plan in place, annexation applications accepted before the plan could be completed may not meet the comp plan, does not appear to be as critical since the town is not in the NDRC competition any longer, can the BOT just not accept a petition to annex until the plan is complete,  would it look like the town does not want any annexations, difference between the eastern and western corridor, what would the gap be if the BOT went with the normal procedure for an ordinance versus the emergency ordinance, passing on first reading versus an emergency.

Mayor O'Brien opened the Public Hearing at 8:18 pm and closed the Public Hearing at 8:19 pm with no one speaking. **Motion:** Trustee Dreistadt moved to table Ordinance 998 to after Items Removed from the Consent Agenda, while Town Attorney Guckenberger changed the Ordinance from an Emergency to an Ordinance for first reading. **Action:** Approve, **Moved by** Trustee Barney Dreistadt, **Seconded by** Trustee LaVern Johnson.

Motion passed unanimously.

Town Attorney Guckenberger stated not passing as an emergency would leave a small gap of 4-5 days; the risk the BOT would take would be if any applications come in the door. Mayor Pro Tem Sullivan stated she is struggling to connect the risk of an annexation coming in the door to an emergency. Trustee Greenberg stated wanting the plan to be in place in an orderly fashion is a necessary component for an emergency. Mayor Pro Tem Sullivan reported I would prefer not to do this as an emergency, what is the true risk here?  Trustee Kerr stated he would rather see this pass as an Emergency, a lot of people who came to the bid proposal were concerned about the time the moratorium would expire, that is why Matt Manley put this forward, in my mind it is an emergency due to the bid proposals, the PCDC felt the same way, the agenda was published and no one is here to complain.

Nick Angelo stated the plan Matt Manley has in place is a beautiful plan, the plan is strategy and public input, requesting this ordinance as an emergency is valid. Trustee Weller asked if the formal extension would improve the caliber of the plan. Trustee Kerr stated the delay of a month would allow more time for who gets the contract. Mayor Pro Tem Sullivan stated she was struggling with passing this as an emergency ordinance, it is more on principal. Trustee Greenberg stated this is before us a second time now as an emergency, this is an emergency out of making, staff has had ample time to have this completed the regular way, the emergency seems to be a bit of a convenience because we did not hit the calendar correctly, this is the issue I have with this. Mayor O'Brien stated the result would be about the same, there would only be a gap of a few days following the regular process, I too have concerns about using an emergency ordinance.

Motion: Mayor Pro Tem Sullivan moved to approve Ordinance 998 on first reading with striking and declaring an emergency in the title, take out the 7th whereas, take out section 5 and change to read first and second reading with dates.

Action: Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Dan Greenberg.

Vote: Motion failed (summary: Yes = 3, No =4, Abstain = 0).

Yes: Mayor John O'Brien, Mayor Pro Tem Connie Sullivan, Trustee Dan Greenberg.

No: Trustee Dawn Weller, Trustee James Kerr, Trustee Barney Dreistadt, Trustee LaVern Johnson

Motion: Trustee James Kerr moved to approve Ordinance 998 as an Emergency.

Action: Approve, **Moved by** Trustee James Kerr, **Seconded by** Trustee LaVern Johnson.

Vote: Motion passed (summary: Yes = 6, No = 1, Abstain = 0).

Yes: Mayor John O'Brien, Trustee Barney Dreistadt, Trustee Dan Greenberg, Trustee Dawn Weller, Trustee LaVern Johnson, Trustee James Kerr.

No: Mayor Pro Tem Connie Sullivan.

249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310

3. Public Hearing, Resolution 2015 - 135, a Resolution Approving a Final Plat and SIA for 2nd and Park Subdivision (commonly known as the Valley Bank Property), within the Town of Lyons (THIS ITEM WILL BE CONTINUED PER APPLICANT TO THE MARCH 7, 2016 BOT MEETING) This item was continued to the March 7, 2016 BOT Meeting.

X. Consent Agenda

1. February 2016 Accounts Payable
 2. February 1, 2016 BOT Meeting Minutes
 3. Resolution 2016-16, a Resolution Approving and Easement Between Latter Day Saints Church and Town of Lyons
 4. Resolution 2016-17, a Resolution Approving Change Order #2 in the Amount of \$3,186 to the Contract with Bryan Construction, INC, for the Lyons Depot Library Rehabilitation/Renovation
 5. Resolution 2019-19, a Resolution Approving Change Orders 8-22B with the Exception fo Change Orders 12, 14, 17-19, and 21 to Krische Constriction for Meadow Park Phase II Construction
 6. Resolution 2016-20, a Resolution Appointing Two New Members to the Board of Trustees of the Lyons Regional Library District
- Motion:** Mayor Pro Tem Sullivan moved to approve the Consent Agenda minus #5.
Action: Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Dawn Weller.
Trustee Johnson asked to have item #4 also removed from the Consent Agenda. Mayor Pro Tem Sullivan and Trustee Weller both accepted Trustee Johnsons amendment.
Motion passed unanimously.

XI. General Business

Resolution 2016-18, a Resolution Awarding a Bid to and Approving a Contract with ICON Engineering INC, to Conduct a Storm Drainage Master Plan

Town Administrators Simonsen reported the Town of Lyons was awarded a CDBG-DR grant (CDBG-DR P15-044) and is under contract with the State of Colorado for the completion of a Stormwater Master Plan study and Electric Capital Improvement and Rate Study, a combined grant amount of \$315,884.00. The Town prepared and issued a Request for Proposals from contractors able to complete the Stormwater Master Plan study in accordance with the Grant and Contract with the State, one firm submitted a proposal, and that firm was found to be qualified as judged by the Town Staff and Utility and Engineering Board. The scope of work and ensuing proposal exceeded the budget for the project and Town Staff, with recommendations from the Utility and Engineering Board and Sustainable Futures Commission, has adjusted the scope of work in a manner that the grant requirements can be met and the desired outcome still attainable. Following the suggested adjustments in scope and corresponding reduction in proposed compensation, Town staff determined that Icon Engineering, Inc. was the lowest responsible bidder, although the adjusted scope and compensation will result in the project still being over budget by approximately \$20,000 when accounting for expenses already incurred to the grant. Town staff recommends that the Board of Trustees award the bid for the Stormwater Master Plan study to Icon Engineering, Inc. and proceed with a budget adjustment to cover the difference, or proceed with requesting that the Grantor shift funds to this study from the electric study.

BOT discussion concerning the town CIP, prioritizing the towns needs over the years, electric and storm water plans by September, modifying the year from 2015 to 2016. 

Motion: Mayor Pro Tem moved to approve Resolution 2016-18 with modifying the year in the contract from 2015 to 2016.
Action: Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee James Kerr.

Motion passed unanimously. 

XII. Items Removed from the Consent Agenda

4. Resolution 2016-17, a Resolution Approving Change Order #2 in the Amount of \$3,186 to the Contract with Bryan Construction, INC, for the Lyons Depot Library Rehabilitation/Renovation

Town Administrator Simonsen reported the Board is aware that Town staff has been working diligently towards the repair and rehabilitation of the Lyons Depot Library through grants provided by DOLA Energy Mineral Impact Fund, History Colorado- The State Historic Fund, Lyons Community Foundation, and Longmont Community Foundation in addition to insurance payment for flood and hail damage. The attached Change Order #2 for Bryan Construction summarizes 5 additional construction changes requested by the project for a net change order of \$3186.

All individual change orders in this set are minor. PCO 017 is a credit thanks to Raul and Abraham Vasquez of Blue Mountain Stone, Inc. They are donating sandstone wall caps for along the ramp from the freight building addition to the original depot. This upgrade will be more attractive than the budgeted laminate and visually tie the buildings together. PCO 016 and 021 were required to connect the heating and AC per code. PCO 018 and 023 allow finishing of the original baggage room without addition of non-historic base or ceiling boards. After this adjustment there is \$9287 of the original \$27,632 in contingency funds remaining for the project. The work is greater than 80% complete. A couple other small change orders are expected. If contingency funds remain available we plan to add back items such as window coverings that were removed from scope as part of value engineering.

311 Interior completion is still anticipated early March with exterior completion estimated for April, but could be earlier or
 312 later depending on weather. Staff recommends approval of Resolution 2016-17.
 313 BOT discussion concerning the change order/5 small changes to the contract, the project is 80% complete and is still
 314 within the contingencies.
 315 **Motion:** Trustee Johnson moved to approve Resolution 2016-17
 316 **Action:** Approve, **Moved by** Trustee LaVern Johnson, **Seconded by** Trustee James Kerr.
 317 Motion passed unanimously.
 318

319 5. Resolution 2016-19, a Resolution Approving Change Orders 8-22B with the Exception fo Change Orders 12, 14, 17-
 320 19, and 21 to Krische Constriction for Meadow Park Phase II Construction
 321 Town Administrator Simonsen reported in September of 2015 Krische Construction began flood recovery work in
 322 Meadow Park to complete phase II. The project is moving along and is still on schedule to be completed in May of
 323 2016. Work completed to date includes clearing and grubbing of site, tree removal, sewer line installation with
 324 manholes one through nine, new gas main to the restrooms, electric main lines, and foundation pours for new
 325 restroom, picnic shelter and WPA Shelter, framing of the new restroom, completion of river structures one through
 326 four, survey work. The next phase of work will continue through the winter and will encompass the remainder of
 327 river structures three through eight, framing of concessions stand, new restroom and WPA Shelter, water main
 328 installation, grading, survey of remaining park features to include the ice rink, playgrounds, trails, camping sites,
 329 lighting, signage and landscaping. Like any large construction project we have incurred some add services/change
 330 orders to the original contract. Some of these changes have been credits for design changes or material adjustments
 331 and others have been additional charges for items that were not in the drawings during the bidding process. These
 332 change orders have not caused any delay to the project schedule and are listed below;

		CREDIT	ADD
Change Order # 8	Add Sewer line at Concession Building		\$4,106.00
Change Order # 9	Changes to east playground		\$2,332.00
Change Order # 10	Waterline to Ice Rink and add valve box		\$4,446.00
Change Order # 11	Deleted and added to COP #22A		
Change Order # 13	Credit to delete 6" electrical main/use existing	\$8,268.00	
Change Order # 15	Credit for deletion of sanitary napkin dispensers	\$186.00	
Change Order # 16	Powder coat drinking fountains		\$705.00
Change Order # 20	Add coin change machines/power		\$4,649.00
Change Order # 22A	Shower coin box (5)		\$9,441.00
Change Order # 22B	Electric for shower coin boxes		\$4,179.00
	Total	\$8,454.00	\$29,858.00

333

334 The Meadow Park Phase II contract was a not to exceed amount of \$6,172,760.00 but has a contingency to include
 335 these change orders. Change orders 1-7 were an additional \$11,707, change orders 8-22A/B are an additional \$21,404
 336 which brings the total adds on for the contract to \$33,111.00. Staff recommends approving the change orders.
 337 Mayor Pro Tem Sullivan stated in the 4th whereas, change orders 1-7 were presented to the BOT, the BOT did not
 338 approve the changes orders. Town Administrator Simonsen reported the grant languages states up to 15%, I have
 339 asked the attorneys to change the first resolution, and this will make the BOT aware of the towns procurement
 340 policy. Completion dates for Phase 2 is May 2016, then 30 days to water and let the sod sit before the park will be
 341 opened to the public. Rededication of Meadow Park will be for the town only, so that the town can see Meadow Park
 342 first. 
 343 **Motion:** Mayor Pro Tem Sullivan moved to approve Resolution 2016-19 with the following changes, in the 4th
 344 whereas strike approval and change the date to January 19, 2016.
 345 **Action:** Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee James Kerr.

346 Motion passed unanimously.
347
348 XIII. Trustee Reports
349 Trustee Weller reported SFC approved an article on ice melt that will appear in the Redstone next month. This month
350 Greg Lowe will have an article in the Redstone concerning the subtle differences in different ice melt products.
351 Trustee Weller reported the SFC declined the rebate program for the ice melt stating it is best to keep your walks
352 shoveled, none of the products are the best, SFC determined the rebate was not appropriate. Trustee Weller reported
353 Toby Russell is working on finding the best place for the electric charging station. 
354 Trustee Kerr reported the UEB will be meeting tomorrow afternoon. Trustee Kerr reported he would be attending the
355 MEAN meeting on Friday the 19th.
356 Mayor O'Brien reported he attended the Consortium of Cities last Wednesday and he sent the BOT handouts from
357 the meeting and an article on affordable housing
358 Trustee Greenberg reported the Library District met tonight and they have made the decision that the Library will stay
359 on Main Street at their current location until the new library can be built.
360 Trustee Greenberg is working with the St Vrain School District to create an access to the high school campus for a
361 gate sufficient in size to get a bike through; this would also benefit the high school cross country team. 
362 Trustee Dreistadt reported he had attended the Colorado Main Street Downtown and has information to share
363 concerning Main Street Programs/Projects and how the URA can help with drafting technical and grant assistance.
364 Beautification of our downtown will help economic development overall. Trustee Dreistadt reported he has
365 requested the presentation and will forward it to the BOT.
366 Trustee Dreistadt reported three 5th grade students came to the EDC meeting and made a presentation about the
367 Alonzo Clemons story, the story inspired the kids, and their presentation was very organized and presented their
368 desire to buy a mountain lion statute as a legacy for the 5th grade class to give to the school. They are now trying to
369 come up with ideas to raise money to buy the statue. Trustee Dreistadt reported he was inspired by the kids.
370 Trustee Johnson reported Oskar Blues was inviting BOT candidates to participate in a question and answer meeting.
371 Trustee Johnson invited the BOT for a tour of Meadow Park on March 14th at 5:00 pm with the Parks and Rec Board.
372 Trustee Johnson reported Lyons will be celebrating its 125th Anniversary on April 2, 2016 at Town Hall Plaza at 12:00
373 pm., with cake and coffee. Trustee Johnson reported they would also be celebrating the 125th Anniversary during
374 Good Old Days and hopes to have some of the Old Timers around town speak during the event and maybe get some
375 of the Grade School children to do a play.
376 Trustee Johnson reported Lyons Post Office Manager is unhappy with people parking in the Post Office parking lot
377 during Lyons events.
378
379 XIV. Staff Reports
380 Town Clerk Anthony updated the BOT on the upcoming election for mayor and trustees on April 5, 2016 Election.
381 Town Administrator Simonsen updated the BOT on the following.
382 Response to Widner, Michow and Cox, LLP for the town records to go with Michow, Cox and McAskin, LLP – files will
383 go with Michow, Cox and McAskin for now.
384 Staff and Michow, Cox and McAskin, LLP have devised an efficient spreadsheet with existing projects, this will make
385 sure we get information to them and they get what we need back from them in a timely manner. Staff will be working
386 with Kathie Guckenberger as the point person for Lyons and Marcus McAskin for all planning issues.
387
388 The Town will go out for an RFP for Town Attorney and Town Planner buy the end of the March.
389
390 Parks & Rec Commission has their survey results, Town Administrator Simonsen stated she would forward the results
391 to the Mayor and Trustees.
392
393 Staff has been working with eco cycle to move the recycle bins down to the wastewater plant.
394
395 Highland Ditch Meeting, Town Administrator Simonsen, John O'Brien and Connie Sullivan attended this meeting.
396 There will be a special meeting and we are hoping that they will continue to work with the working group and FEMA.
397
398 Final site plans for the Public Works Building has been sent to FEMA. FEMA has up to 6 months to make a decision;
399 the cost will be \$3.8 million.
400
401 Boulder County Sheriff Dept – Active Shooter Training at the Lyons High School and will follow up with the town to
402 prepare for potential situations.
403
404 Lyons Regional Library District has chosen to stay on Main Street, the Lyons Depot will now be used as a Municipal
405 Office, those employees at the Annex will move the Lyons Depot. The move should take place in April.
406
407 Staff will be meeting with DOLA/Don Sandoval in March to discuss the current grant positions.
408

409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427

CDPHE water system inspection is scheduled for March 1, 2016, staff is preparing for the audit.

Meadow Park - Golden eagles are here, we are monitoring have two nests, it appears they are working on two new nests.

Town Administrator Simonsen will be attending the CCCMA Conference in Glenwood Springs next Thursday and Friday.

- XV. Adjournment – Mayor Pro Tem Sullivan moved to adjourn the meeting at 9:52 pm, Trustee Greenberg seconded the motion, with all in favor thereof.

Respectfully submitted by;

Deb Anthony, MMC – Town Clerk

Mayor John E O'Brien

428
429
430
431

“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.”

Agenda Item No: IX - 7
Meeting Date: March 7, 2015

Subject: Resolution 2016-31, a Resolution Approving F16S8115, an Energy and Mineral Impact Assistance Fund Grant for Lyons Human Resource Staffing Assistance – Flood Recovery

Presenter: Victoria Simonsen

Background: The purpose and scope of this grant is to hire a human resources generalist to assist in the management of increased staff due to flood recovery efforts. Salary for this position will be approximately \$55,000 per year including benefits, with an additional \$10,000 in operating expenses, for a 24 month period. This position has an end date of 5/31/18.

Staff Recommendations: Approving this Resolution

RESOLUTION 2016-31

A RESOLUTION APPROVING F16S8115, AN ENERGY AND MINERAL IMPACT ASSISTANCE FUND GRANT FOR LYONS HUMAN RESOURCE STAFFING ASSISTANCE – FLOOD RECOVERY

WHEREAS, the Colorado Department of Local Affairs is the designated State Agency to oversee the distribution of Energy and Mineral Impact Assistance Funds; and

WHEREAS, the Colorado Department of Local Affairs (the “Grantor”) is responsible for awarding and administering said grants; and

WHEREAS, the eligible entities to receive grants and loans include municipalities, counties, school districts, special districts and other political subdivisions and state agencies; and

WHEREAS, the Town of Lyons (the “Town”) received an Energy and Mineral Impact Assistance grant for \$120,000 to hire staff to carry out flood recovery issues and activities; and

WHEREAS, the purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels ; and

WHEREAS, the Lyons Human Resources Staffing Assistance – Flood Recovery grant, awarded in the amount of \$120,000, will serve hire a human resources staff position for approximately \$55,000 per year including salary and benefits, and \$10,000 in operating expenses, , for a 24 month period, to assist in the management of increased staff due to flood recovery efforts; and

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Lyons as follows:

Section 1. The Board hereby supports and approves the request of Town of Lyons staff to approve F16S8115, Energy and Mineral Impact Assistance Fund Grant Agreement between State of Colorado Department of Local Affairs and Town of Lyons, to hire a human resources specialist.

ADOPTED THIS 7TH DAY OF MARCH 2016.

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. **Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. **Project Description.** The Project provides funding to the Town of Lyons to hire staff to carry out flood recovery issues and activities.

2.2. **Work Description.** The Town of Lyons (Grantee) shall hire a human resources staff person to assist with flood recovery efforts for a 24-month period. The human resources staff position shall be a Town of Lyons staff position. This position will cost approximately \$55,000 per year in total compensation including salary and benefits (\$110,000 total for two years). Grant funding shall also include operating expenses including rent, utilities, computer expenses, desk and office supplies for the human resources staff position, not to exceed \$10,000 for the two year period.

2.3. **Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. **Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. **Eligible Expenses.** Eligible expenses shall include: salary and benefits for the human resources staff position and operating expenses including: rent, utilities, computer for the position, desk, and office supplies.

2.6. **Cost Savings.** Cost Savings derived while completing the Project shall be:

2.6.1. split on a pro-rata basis between the State and Grantee

2.6.2. returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this Exhibit B.

3.3. Project Budget Line items.

3.3.1. "Personnel Services Costs" means program-specific allowable salary and benefits costs.

3.3.2. "Operations/Program Costs" means supplies, vehicle costs such as mileage or gas purchases, telephone and internet costs, meeting costs, copies, and printing.

3.4. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. **Outcome.** The final outcome of this Grant is the short-term provision of human resources staff to assist the Town through the flood recovery process.

- 4.2. Service Area.** The performance of the Work described within this Grant shall be located in Lyons, Colorado.
- 4.3. Performance Measures.** Grantee shall comply with the performance measures detailed in **Exhibit E**.
- 4.4. Budget Line Item Adjustments.** Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- 4.4.1.** Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.
- 4.4.2.** All changes to individual budget line amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(C)(i) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.
- 4.4.3.** All changes to individual budget line amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.
- 4.4.4. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this §4.4 (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.
- 4.5. Overall Budget Adjustments.**
- 4.5.1.** All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(C)(ii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.
- 4.5.1.1. Exception for Setting Final Initial Budget.** Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(C)(iii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this §4.5.1.1 is only permitted once under this Grant.
- 4.5.2.** All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall

include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “Budget Proposal”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

- 4.6. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this Exhibit B Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See Exhibit E for specific submittal dates.
- 4.7. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

- 5.1. Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.
- 5.2. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of Victoria Simonsen, Town Administrator (vsimonsen@townoflyons.com), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.
- 5.3. Other Key Personnel:** None. Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

- 6.1. Matching Funds.** Grantee shall provide the required (*see checked item*) Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Personnel Services Costs	\$110,000	\$110,000	\$0	Grantee
Operations/Program Costs	\$10,000	\$10,000	\$0	Grantee
Total	\$120,000	\$120,000	\$0	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$114,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$6,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$120,000	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

Town of Lyons
 PO Box 49
 Lyons, CO 80540

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding

certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee’s specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

Agenda Item No: X-1
Meeting Date: March 7, 2016

Subject: Resolution 2016-29 Approving a Contract with the State of Colorado for a Community Development Block Grant – Disaster Recovery Resilience Planning Project P16-009

Presenter: Victoria Simonsen, Town Administrator

Background:

The purpose and scope of this grant is to hire consultants to develop two studies for the Town of Lyons. One study, the Hazard Identification and Risk Assessment (HIRA), awarded in the amount of \$30,000, will establish an informed and conscientious long-term plan that contributes to the overall safety of residents and sustainability of Lyons and the surrounding natural environment. Jacque Watson will be the staff liaison for this project.

The second study, a Land Use Plan for Acquired Properties, awarded in the amount of \$165,000, will serve to develop a Flood Recovery Land Use & Management Plan for the 30 residential and commercial properties along St. Vrain Creek within the Town of Lyons city limits that have been acquired by the Town. Matt Manley will be the staff liaison to this project.

The total amount allocated for these two studies is \$195,000. The resiliency and planning grants are monitored by the Department of Local Affairs. There are no matching funds required for the grant.

RESOLUTION 2016-29

**A RESOLUTION APPROVING A CONTRACT WITH THE STATE OF COLORADO FOR A
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
RESILIENCE PLANNING PROJECT P16-009**

WHEREAS, the Colorado Department of Local Affairs is the designated State Agency to oversee the distribution of federal Community Development Block Grant Disaster Recovery Funds (CDBG-DR); and

WHEREAS, the Colorado Department of Local Affairs (the "Grantor") is responsible for awarding and administering said grants; and

WHEREAS, the eligible entities to receive grants and loans include municipalities, counties, school districts, special districts and other political subdivisions and state agencies; and

WHEREAS, the Town of Lyons (the "Town") received a CDBG-DR grant for \$195,000 to hire consultants to complete two (2) studies; a Hazard Identification and Risk Assessment Study (\$30,000), and a Land Use Plan for Acquired Properties (\$165,000); and

WHEREAS, the Hazard Identification and Risk Assessment Study, awarded in the amount of \$30,000, will serve to develop a comprehensive analysis which will establish an informed and conscientious long-term plan that contributes to the overall safety of residents and sustainability of Lyons and the surrounding natural environment; and

WHEREAS, the Land Use Plan For Acquired Properties, awarded in the amount of \$165,000, will serve to develop a Flood Recovery Land Use & Management Plan for the 30 residential and commercial properties along St. Vrain Creek within the Town of Lyons city limits that have been acquired by the Town as a result of being substantially damaged or destroyed by the 2013 flood; and

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Lyons as follows:

Section 1. The Board hereby supports and approves the request of Town of Lyons staff to approve CDBG-DR P16-009, Community Development Block Grant Disaster Recovery Resiliency Planning Grant Agreement between State of Colorado Department of Local Affairs and Town of Lyons, to develop a Hazard Identification and Risk Assessment Analysis, and a Land Use Plan for Acquired Properties.

ADOPTED THIS 7TH DAY OF MARCH 2016.

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk



COLORADO
Department of Local Affairs
Community Development Block Grant -
Disaster Recovery

February 16, 2016

RE: CDBG-DR Resilience Planning Grant CDBG-DR P16-009: Lyons Flood Recovery Planning Projects (2)

The Honorable John O'Brien, Mayor
Town of Lyons
432 5th Ave.
Lyons, CO 80540

Dear Mayor O'Brien:

The Department of Local Affairs has completed its review of the 3 recent Town of Lyons applications to Community Development Block Grant - Disaster Recovery (CDBG-DR), Resilience Planning Grant Program. I am pleased to offer grant awards for 2 of the 3 applications in the combined amount of up to \$195,000 so that the Town may further its planning-related disaster recovery work. Awards are further described below:

- CDBG-DR P16-009: Lyons Flood Recovery Planning Projects (2) in the amount of \$195,000
- Hazard Identification and Risk Assessment \$ 30,000
 - Land Use Plan for Acquired Properties \$165,000

Please be advised that the award for the Hazard Identification and Risk Assessment project is lower than your request. DOLA staff reviewed the cost for that project type with a number of firms well-versed in those types of efforts and reduced the award accordingly.

The remaining Lyons application that is not being awarded funds is the Street Capital Improvement Plan update. The review team felt that there were better matched funding sources for that application and I encourage you to contact your DOLA Field Manager, Don Sandoval, regarding that project.

These funds may not be obligated before a contract is fully executed. Expenditures made prior to the full execution of the contract cannot be reimbursed by the State. Additionally, it is the finding of the Department of Local Affairs that the activities are exempt as defined under HUD regulations 24 C.F.R. 58.34(a) of the Environmental Review Procedures. Please have the 2 attached "Exhibit IV-A" signed by senior staff (in Environmental Review Preparer's section) for the Town and returned to DOLA. Also, please complete the two attached Duplication of Benefits affidavits. All documents may be returned to Tim Katers.

Congratulations on receipt of this award. DOLA staff will begin working on the contract for this award soon but please feel free to contact the CDBG-DR Resilience Planning Program Manager, Tim Katers, at 303-864-7888 or tim.katers@state.co.us for information on the contracting process or any other questions you may have at this time.

Sincerely,

Irv Halter
Executive Director, DOLA



Item # X-2

Meeting Date: March 7, 2016

Subject: RESOLUTION 2016-30, A RESOLUTION AUTHORIZING TOWN STAFF TO ISSUE A NOTICE OF AWARD TO AND NEGOTIATE A CONTRACT WITH DHM DESIGN CORPORATION FOR THE 2016 LYONS BOHN PARK FLOOD RECOVERY FINAL DESIGN AND BID PROJECT PW: 20E

Presenter: David Cosgrove-Director of Parks, Recreation & Cultural Events and Sloane Nystrom, Parks Project Manager

Background Information:

The Town of Lyons solicited proposals for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project Number PW 20E related to the September 2013 flood. Seven hundred and seventy-four companies were sent the full Request for Proposal (attached) via the Rocky Mountain E-Purchasing System, several were landscape architect/design firms or landscape construction firms and several were river restoration engineers or whitewater park consultants.

Three proposals were received from such design firms on the RFP deadline date of February 25, 2016-Design Workshop, THK Associates, Inc. and DHM Design all submitted valid proposals. After careful review and scoring of the three proposals by a team which included town staff, town engineers, and town board and commission members, the review team identified DHM Design to be the most qualified bidder providing the most comprehensive services in line with the criteria and scope spelled out in the RFP.

Town staff and the evaluation team also identified DHM as having substantial and critical background related to post flood recovery efforts, specific to Lyons. DHM assisted Lyons immediately following the flood with the Lyons parks damage assessment process, GOCO Flood Recovery Grant, and Meadow Phase I Process. In addition, DHM has familiarity with the Town of Lyons community and town process. Therefore, we recommend the final design and bid project for Bohn Park be awarded to DHM Design.

DHM Design outlined a full schedule for this project in their submitted proposal and has noted the notice of award/kick off in March 2016 and carrying through the bidding for construction in summer of 2016 with the completion of Bohn Park construction in the summer of 2017.

The primarily funding source for this project will be FEMA reimbursement.

Staff Recommendation: Staff Recommends the authorization of Town staff to issue a Notice of Award to and negotiate a contract with DHM Design for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW:20E

March 3, 2016

Town of Lyons
PO Box 49
432 5th Ave
Lyons, CO 80540

Subject: A recommendation authorizing Town staff to issue a Notice of Award to and negotiate a contract with DHM Design for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW:20E

Dear Victoria:

The Town of Lyons solicited proposals for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project Number PW 20E related to the September 2013 flood. Seven hundred and seventy-four companies were sent the full Request for Proposal (attached) via the Rocky Mountain E-Purchasing System, several were landscape architect/design firms or landscape construction firms and several were river restoration engineers or whitewater park consultants.

Three proposals were received from such design firms on the RFP deadline date of February 25, 2016-Design Workshop, THK Associates, Inc. and DHM Design all submitted valid proposals. After careful review and scoring of the three proposals by a team which included town staff, town engineers, and town board and commission members, the review team identified DHM Design to be the most qualified bidder providing the most comprehensive services in line with the criteria and scope spelled out in the RFP. Therefore, the scoring team and staff recommend the final design and bid project for Bohn Park be awarded to DHM Design and their proposed team.

If you agree, staff will begin to prepare the necessary documents to enter into a contract with DHM Design for the based bid amount of \$592,954. Staff recommends adding all the following services from the Optional Services list on Page 34 to the base bid amount:

Optional Construction Administration Services DHM/S2O totaling \$25,160

Optional Skate park Design Services totaling \$19,890

It may be worth adding a contingency to this contract to cover any additional optional services or change orders.

The primarily funding source for this project will be FEMA reimbursement. Necessary materials will be prepared and ready to present to the Board of Trustees on March7, 2016.

The scoring results from the review team are below for Design Workshops, THK Associates and DHM Design for your reference.

REVIEW TEAM	DHM DESIGN	THK ASSOCIATES	DESIGN WORKSHOPS
A	81	76	71
B	73	70	68
C	86.50	60	64.50
D	84	74	72
E	92	73	77
F	80	61	75
Average Score Total:	82.75	69	71.25

Respectfully Submitted,

Sloane Nystrom
Parks Project Manager

**TOWN OF LYONS, COLORADO
RESOLUTION 2016-30**

**A RESOLUTION AUTHORIZING TOWN STAFF TO ISSUE A NOTICE OF AWARD TO AND
NEGOTIATE A CONTRACT WITH DHM DESIGN CORPORATION FOR THE 2016 LYONS
BOHN PARK FLOOD RECOVERY FINAL DESIGN AND BID PROJECT PW: 20E**

WHEREAS, Bohn Park in the Town of Lyons suffered substantial damage in the September 2013 flood; and

WHEREAS, in accordance with the Town's purchasing policies, the Town solicited bids on Wednesday, February 3, 2016 for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW: 20E ("Project"); and

WHEREAS, the Request for Proposals for the Project went out to seven hundred and seventy-four firms via the Rocky Mountain E-Purchase system; and

WHEREAS, the companies receiving the Request for Proposals were comprised of landscape architect/design firms, river restoration engineers, and whitewater park design consultants; and

WHEREAS, Town staff and members of Town boards and commissions evaluated and scored the three (3) proposals submitted by the deadline date of Thursday, February 25, 2016; and

WHEREAS, based upon this evaluation, Town staff has determined that DHM Design Corporation, a Colorado corporation ("DHM Design"), is the most qualified firm to complete the Project; and

WHEREAS, the Board of Trustees desires to authorize Town staff to issue a Notice of Award to DHM Design for the Project and to instruct staff to negotiate a contract pursuant to the terms and conditions of the Request for Proposals, all addenda, and DHM's proposal, subject to approval by the Town Attorney.

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

Section 1. The Town Board of Trustees hereby authorizes the Town Administrator to issue a Notice of Award to DHM Design and authorizes Town staff, including the Town Attorney, Town Engineer, and the Director of Parks, to negotiate a contract with DHM Design in conformance with the terms and conditions set forth in the Request for Proposals, all addenda, and DHM Design's Proposal, in a form satisfactory to the Town Attorney.

ADOPTED this 7th day of March 2016.

TOWN OF LYONS

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk