

Workshop 5:30 pm – 6:45 pm

Lyons PPA Master Plan - UPDATE

DRAFT AGENDA
TOWN OF LYONS

7:00 P.M., MONDAY, APRIL 18, 2016

OUTGOING BOARD OF TRUSTEES MEETING

SHIRLEY F. JOHNSON COUNCIL CHAMBER
LYONS TOWN HALL, 432 5TH AVENUE, LYONS, COLORADO

1. Roll Call And Pledge Of Allegiance
2. A Reflective Moment Of Silence
3. Approval Of The Agenda
4. Sgt. Nick Goldberger, Sheriff's Office Report
5. Audience Business
Limited to 15 minutes - all comments limited to 4 minutes per person.
6. Confluence Update/Signal At McConnell/Stone Canyon Update
7. Consent Agenda
 - 7.I. April 2016 Accounts Payable
Documents: [BOT PAYABLES 041816.PDF](#)
 - 7.II. April 4, 2016 Board Of Trustees Minutes
Documents: [APRIL 4TH BOT.PDF](#)
 - 7.III. Resolution 2016-40, A Resolution Approving Change Order #3 In The Amount Of \$6,238 To The Contract With Bryan Construction , INC, For The Lyons Depot Library Rehabilitation/Renovation
Documents: [40-AGENDA COVER 041816 - DEPOT CHANGE ORDER SUMMARY 3.PDF](#), [40-DEPOT CONSTRUCTION CHANGE ORDER 3 RESOLUTION 041816.PDF](#), [40-LYONS LIB. OWNER CHANGE ORDER 3.PDF](#)
 - 7.IV. July 6, 2015 BOT Meeting Minutes
Documents: [JULY 6 2015.PDF](#)
8. General Business
 - 8.I. Resolution 2016-42, A Resolution Approving The First Amendment To The Memorandum Of Agreement Between The Town Of Lyons And Lyons Properties, LLC

Documents: [RESOLUTION 2016-42.PDF](#)

- 8.II. Resolution 2016-41, A Resolution Approving A Professional Services Agreement With Rock Solid Landscapes, INC. For The Bohn Park Berm Landscaping Project.

Documents: [41-BOTPACKET-BOHN PARK BERMS-4-18-16-CONTRACT APPROVAL.PDF](#)

- 8.III. Resolution 2016 – 43, A Resolution Setting A Goal For Affordable In The Town Of Lyons And Setting Forth Potential Measures And Incentives To Accomplish Such Goal

Documents: [43-COVER SHEET - AFFORDABLE HOUSING RESOLUTION 4-18-16.PDF](#), [43-AFFORDABLE HOUSING POLICY RESO FINAL 4 13 16.PDF](#)

9. Items Removed From The Consent Agenda

10. Trustee Reports

11. Staff Reports

Documents: [MARCH 2016 REPORT TO BOT \(2\).PDF](#)

12. Adjournment

Town of Lyons
A/P Summary Bi-Monthly
4/18/16

Date & Check #	Handchecks	Description	Amount
Total Handchecks.....			\$-

Payroll 4/08/16			\$ 40,564.29
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<u>Unpaid Invoices - Vendor</u>	Amount	Grant Funds	Grant Name
4 Rivers Equipment:	\$2,950.00		
American Fund Service \$	1,989.27		
C.E.S.: \$	65.00		
Carquest Auto Parts Store: \$	9.58		
CIRSA	\$17,375.00		
Clark's Hardware: \$	424.76		
Colorado Analytical Lab: \$	267.30		
Colorado Assoc. Municipal \$	546.85		
Colorado Dept. Revenue \$	2,050.00		
Colorado Water Resource \$	150,222.28		Principal & interest on WWTP loan
Dana Kepner Co.: \$	2,679.78		
Dreistadt, Barney: \$	400.00		
Electric Fund \$	4,432.41		
Fairfax, Garima: \$	50.00		
Federal Payroll Taxes \$	15,278.71		
Front Range Land Solution \$	9,675.00	\$ 9,675.00	CDBG-DR & HMGP
Greenberg, Dan: \$	350.00		
Hill Petroleum: \$	219.03		
Hodgson, Arielle: \$	300.00		
Home Depot: \$	345.05		
Humana, Inc: \$	1,125.59		
JLB Engineering Conslutan	\$18,584.95	\$15,889.95	FEMA & CDPHE
Johnson, LaVern: \$	350.00		
Kerr, James F.: \$	400.00		
Landis+Gyr Technologies, \$	687.89		
Liberty Waste Manageme \$	270.00		
Longmont Humane Societ \$	387.50		
Longmont, City of: \$	117.83		
Lyons Recorder: \$	102.40		
McDonald Farms Enterpris	\$31,649.83		
M E A N \$	77,712.24		
N Line Electric, LLC:	\$14,331.93		
O'Brien, John: \$	700.00		
Old Stone Church: \$	87.50		
Palmerton Consolidated Di \$	540.40		
PLIC-SBD Grand Island: \$	337.66		
Quill: \$	59.98		
Ramey Environmental Co \$	475.00		
Reserve Account: \$	500.00		

Town of Lyons
A/P Summary Bi-Monthly
4/18/16

Standard Fence Co:	\$	1,422.00	
Sullivan, Connie:	\$	350.00	
Tools Plus Industries:	\$	380.66	
United HealthCare Insuran	\$	20,495.94	
Utility Notification Center:	\$	520.52	
V.S.R. Corporation:	\$	650.00	
Vision Service Plan (VSP):	\$	405.18	
Wagner Welding Supply:	\$	100.27	
Weller, Dawn:	\$	400.00	
Western Disposal Services,	\$	108.00	
Unpaid Invoices as of 4/13/16		\$382,883.29	\$25,564.95
			Total grant expenditures

Total (hand checks, unpaid invoices & payroll	\$423,447.58
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4:00 pm – 6:00 pm
QUASQUICENTENNIAL CELEBRATION
At Shirley Johnson Council Chambers
432 5th Ave, Lyons, CO

DRAFT AGENDA
TOWN OF LYONS

7:00 P.M., MONDAY, APRIL 4, 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 Dan Greenberg Trustee Barney Dreistadt, Trustee Jim Kerr, and Trustee Dawn Weller.
- II. A Reflective Moment of Silence
- III. Approval of the Agenda
- IV. **Motion:** Mayor Pro Tem Connie Sullivan moved to approve the Agenda.
Action: Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Dan Greenberg.
- V. Sgt Nick Goldberger, Sheriff's Dept Report
- VI. Audience Business - Limited to 15 minutes - All comments will be limited to 4 minutes per person
 1. Ben Bregition, Lyons, questioned the status of the cul-de-sac on 4th and Evans. He would like an updated design status, as increased traffic could overload the street. Administrator Simonson stated she would look into it and respond.
 2. Trustee Lavern Johnson gave a farewell speech and thanked everyone for their hard work.
- VII. Confluence Update/ Signal at McConnell/Stone Canyon Update
Town Flood Engineer Joe Kubala reported that the final signal foundation at HWY 36/McConnell Bridge was in and next week some poles should be standing. They are hoping for the flashing lights to be up and running by the end of April. Work on Main Street is progressing, and they are trying to mitigate any damage to businesses. They are working on one driveway access at a time, all underground work is completed and they are keeping in contact with business owners. In the Confluence area work is slowing down a bit as we are waiting for Xcel to get the gas lines in place. Paving the alleyways will follow. Curb and gutter work continues on Evans, and we will be patching trenches on 5th Avenue tomorrow. At some point, work will stop! Regarding flood permits, there are four that are out of peer review for fences and a garage, and Linda Hubbard will be finished up in the next couple of weeks. The last difficult one we are working on is for Doug Miller; we are working on getting the no-rise certificate for him. Mayor O'Brien stated that weekly reports to the business owners would be helpful. Trustee Sullivan suggested sending a weekly letter to business owners regarding any changes in the schedule. Flood Engineer Kubala stated he would get their email addresses and send them weekly reports.
- VIII. Ordinances – First Reading - Second Reading – Public Hearing
 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
Staff is recommending that the public hearing on this item be conducted at a future BOT meeting, and is also recommending that this item be scheduled at the same time that the Final PUD Plan for this project is considered. This will enable the Board to conduct a consolidated public hearing on this project for final approval in order that the project zoning and the Final Plat may be considered for approval by the Board at the same meeting.
The Applicant is also requesting this revised schedule as Habitat for Humanity and Developer have arrived at a different structure to complete this project. Staff, Habitat for Humanity and the Applicant remain excited about the opportunity to bring affordable units to the Town, and this project will be scheduled for

your consideration at a future meeting. If the Board concurs with Staff's recommendation and the request from Habitat for Humanity and the Applicant, no formal action on this agenda item should be taken this evening.

IX. Consent Agenda

1. April 2016 Accounts Payable

2. March 21, 2016 BOT Meeting Minutes

3. Resolution 2016-39, a Resolution Modifying the Approval of Resolution 2015-83 Authorizing Staff to Enter Into a Contract with Krishe Construction for the Construction of Meadow Park Phase II Project PW20-B1, by Reconciling the Not to Exceed Value Referenced in Resolution 2015-83 with the Contingency Provision Contained in the Contract.

Motion: Mayor Pro-Tem Sullivan moved to approve the Consent Agenda

Action: Approve, **Moved by** Mayor Pro-Tem Sullivan, **Seconded by** Trustee Dawn Weller. Trustee Barney Dreistadt moved to remove item #3. **Motion:** Modify motion to approve the consent agenda minus #3. All in Favor, Motion passed unanimously.

X. General Business

1. Discussion concerning Affordable Housing Policies

Cody Humphrey, Housing Planner and Justin Spencer, Affordable Housing Committee member, were present to discuss policies. Planner Cody Humphrey reported that the Housing Policy Resolution drafted by Mayor Pro-Tem Sullivan and Trustee Dan Greenberg was basically the same as the one presented to the Board of Trustees during a housing workshop. We need a policy in place to address the framework for the future. The Housing Committee has met to discuss the changes of the framework, the need to pass the resolution due to the time running down for the current Board's term. Discussion concerning why this Affordable Housing Policy is needed and means to accomplishing these goals. Discussion on if the Resolution passes how is staff to move forward? Mayor Pro-Tem stated she emailed Housing Planner Cody Humphrey on Friday and stated she felt they needed to pass this baton for housing options to the next board. Trustee Greenberg and I put this resolution together over the weekend, with a big thank you to Housing Planner Cody Humphrey and Justin Spencer for the groundwork and foundation information to base this resolution on. Mayor O'Brien stated this resolution is the document we have needed for the framework and intention to be accomplished. I support the frame work for discussion. Trustee Lavern Johnson discussed the possibility of reducing tap and permitting fees. Trustee Dawn Weller stated that the housing committee had put in a lot of hard work in seeing other communities, not a lot of smaller towns are trying to embrace affordable housing. Housing Planner Cody Humphrey stated they had looked at the Town of Basalt, there are many similarities: they are under the same constraints as us, evolution and growth, located outside the wealthy town of Aspen; they need more affordable housing options. The Town of Basalt is an option, although their policy does not have the meat we are trying to put in ours to set the stage for the future. Discussion on target income, AMI target, land constraints, and aid to those 60 and over. Lengthy discussion and ultimately decided there simply was not enough information in front of them to make an informed decision. Attorney Guckenberger stated that as we pick apart various options, we will have better legal options as well. Mayor O'Brien requested that Attorney Guckenberger and Housing Planner Humphrey verify with the open meetings act before the next packet comes out and have it prepared by the April 14, 2016 packet deadline.

XI. Items Removed from the Consent Agenda

1. Resolution 2016-39, a Resolution Modifying the Approval of Resolution 2015-83 Authorizing Staff to Enter Into a Contract with Krishe Construction for the Construction of Meadow Park Phase II Project PW20-B1, by Reconciling the Not to Exceed Value Referenced in Resolution 2015-83 with the Contingency Provision Contained in the Contract.

Trustee Barney Dreistadt questioned exactly what were they being asked to vote on? Attorney Guckenberger stated in summary, this is part of a contract authorizing a specific amount and the contract specifically subject to adjustments and amendments from the reimbursement grant places a ceiling on what the Town can get back. Finance Director Tony Cavalier stated that to reconcile the contract and the resolution to match, we need the change order that states it is not to exceed. Trustee Dreistadt questioned the reason for the "not to exceed" clause, it makes me uncomfortable. Is there a \$500,000.00 change order on the way? Finance Director Cavalier stated in general, with construction, it is hard not to say "not to exceed", you need contingency for unforeseen costs. We have a procedure to come to the Board for transparency. We have a contract in place, followed with amendments. Our goal is for the contractor to

not go over, without any surprises to the Board and staff. This is taking that defined term out which allows us to be eligible for reimbursement. Mayor O'Brien stated it's not that contingencies don't exist, but it should not happen because it has to go to Finance Director Cavalier, it has to go through a process. The key is that we follow the rules, if a board wants to change the policy, they can in the future. Discussion concerning reimbursements and future policies.

Motion: Trustee Lavern Johnson moved to approve Resolution 2016-39

Action: Approve, **Moved by** Trustee Lavern Johnson, **Seconded by** Trustee Barney Dreistadt. All in Favor, Motion passed unanimously.

XII. Trustee Reports

Trustee Kerr reported he attended the NMPP Conference; topics covered included clean energy, solar gardens and solar net metering.

Trustee Kerr reported the SFC met and focused on the community garage sale and clean up days.

Trustee Kerr reported the Lyons Health Fair is scheduled for April 16, 2016

Trustee Kerr reported there is a committee working on the Hubbard fundraiser which will be scheduled sometime in May.

Mayor O'Brien reported that he would be attending and speaking at the Nederland board meeting on Tuesday, April 12, 2016 in support of a local ordinance granting permission for golf carts to be able to cross state highways.

Nederland cannot; he convinced Senator Heath and Cassie Vecker to have a comment added to Senate Bill 16-173 to speak on allowing access on a local road.

Mayor Pro-Tem Sullivan reported that both the Ecology Board and Watershed Board would not be meeting next week due to spring break.

Mayor Pro-Tem Sullivan reported that the Ecology Board wants to be part of the Bohn Park planning process for fish habitat, etc.

Mayor Pro-Tem Sullivan reported that she will be out of town the rest of the week.

Trustee Greenberg reported that the Library Board will meet next week.

Trustee Greenberg wished all the candidates running for the board good luck, congratulations to those who are not, and thanked Trustee Lavern Johnson for all her hard work.

Trustee Dreistadt reported that the Lyons Arts and Humanities Council had installed the new art show in Town Hall, and they held a reception which was very well attended.

Trustee Dreistadt reported that the Economic Development Council, the Chamber and the Arts and Humanities Council are working on the art program that will be promoted throughout town during the summer.

Trustee Dreistadt reported that the Lyons Volunteers expressed interest in the Earth Day program and with branch pick up for those who don't have the means to take to Bohn Park.

Trustee Dreistadt reported that the Confluence area would like input on the buy-out program and have expressed an interest in the consultant-are they parks oriented? They would like them to have a better understanding and awareness of how the neighborhood functions.

Trustee Dreistadt thanked Trustee Lavern Johnson for her many years of service.

Trustee Johnson stated she thought it was great for the Confluence neighborhood to bring their ideas to the Board.

Trustee Johnson reported that the Parks and Recreation Commission will meet April 11, 2016.

Trustee Johnson reported that Dale Katechis of Oskar Blues will be inducted into the Hall of Fame and there will be a celebration to the west of Twin Peaks Mall. She encouraged everyone to attend.

Trustee Johnson reported that the Museum will be open weekends in May and will join the Art Walk on Thursday.

Trustee Johnson stated she had a concern with the Boone property. It is 57 acres to the north of us in Boulder County. Could this be annexed into the town? Asked the BOT to pursue and plead our case to the County.

Trustee Johnson thanked everyone for participating in the Quasquicentennial celebration.

Trustee Johnson reported that Good Old Days will be held in Sandstone Park again, please get dates and times from the Parks Department.

XIII. Staff Reports -

XIV. Adjournment –

Respectfully submitted by:

Deb Anthony, MMC, Town Clerk

John E O'Brien, Mayor

“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: VII - 3

Meeting Date: April 18, 2016

Subject: Resolution 2016-40, a Resolution approving Contract Change Order #3 with Bryan Construction for rehabilitation/renovation of the Lyons Depot Building.

Background Information: 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 #3 for Bryan Construction summarizes 5 additional construction changes requested by the project for a net change order of \$6,238.

All individual change orders in this set are minor. PCO 020 adds interior doors to be able to close off rooms. Window coverings were valued engineered out of the project to meet budget however enough contingency funds remain to add back in solar shades to the high exposure rooms with PCO 022. PCO 024 was required to paint the utility chase added to the project. PCO 027 is for hardware changes to allow additional staff access with current intended office use. And PCO 028 adds snow cleats to the roof where snow accumulation was observed to cause potential damage to the structure after a storm.

The work is greater than 95% complete. The remaining \$3,049 contingency funds will be used for additional landscape and design expenses. Interior work is essentially complete with a few remaining punch list items. Exterior completion is still anticipated end of April.

Recommended Action: Approve Resolution 2016- 40 , approving Contract Change Order #3 in the amount of \$6,238 to the contract with Bryan Construction, Inc. for the Lyons Depot Library Rehabilitation/Renovation.

RESOLUTION 2016-

A RESOLUTION APPROVING CHANGE ORDER #3 IN THE AMOUNT OF \$6238 TO THE CONTRACT WITH BRYAN CONSTRUCTION, INC. FOR THE LYONS DEPOT LIBRARY REHABILITATION/RENOVATION

WHEREAS, the Lyons Depot Library suffered substantial damage in the September 2013 flood; and

WHEREAS, in accordance with the Town's purchasing policies, the Town solicited bids on two occasions for the renovation of the Lyons Depot Library; and

WHEREAS, the Board approved a contract with Bryan Construction, Inc. for a not-to-exceed amount of \$514,922.00 to complete the renovation of the Library; and

WHEREAS, in the course of construction additional work was required that could not reasonably have been discovered before construction began; and

WHEREAS, the Board approved Resolution 2016-10 for Contract Change Order #1 and Resolution 2016-17 for Contract Change Order #2 with Bryan Construction for \$18,345; and

WHEREAS, Bryan Construction has prepared additional change orders for a net amount of \$6,238 that will allow work to address identified issues; and

WHEREAS, now that the foundation and building structure has been fully exposed, Bryan does not expect any more large change orders; and

WHEREAS, this additional change order is within the original contingency of \$27,632, and sufficient amount remains if needed for future change orders or other contingencies; and

WHEREAS, this change will result in a new contract value of not-to-exceed \$539,505.

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 Contract Change Order #3 submitted by Bryan Construction in an amount of \$6,238 for additional work on the Lyons Depot Building.

Section 2. The Mayor or Mayor Pro Tem is hereby authorized to execute the Change Order to reflect the Town's approval, and the Town Clerk is authorized to attest the Mayor's signature.

ADOPTED this 18th Day of April, 2016.

TOWN OF LYONS

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk



Prime Contract Change Order

Detailed, Grouped by Each Number

Lyons Depot Library Rehabilitation
 500 Block of 5th Ave (500 5th Ave)
 Lyons, CO 80540

Project # 15-063
 Tel: Fax:

Bryan Construction, Inc.

Date: 3/24/2016

To Contractor:
 Bryan Construction, Inc.
 4700 Innovation Drive Building C
 Fort Collins, CO 80525

Architect's Project No:
Contract Date:
Contract Number: 15-063-000
Change Order Number: 003

The Contract is hereby revised by the following items:

Lyons Library Rehabilitation - Owner Change Order #3

PCO	Description	Amount
020	Additional Set of Doors in Depot Building	2,199
022	Window Blinds in Depot and Connecting Room	2,143
024	Electrical and Mechanical Chase Color	252
027	Additional Hardware for Exterior Doors	1,116
028	Snow Cleats Above Outrigger	527

The original Contract Value was.....	514,922
Sum of changes by prior Prime Contract Change Orders.....	18,345
The Contract Value prior to this Prime Contract Change Order was.....	533,267
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	6,238
The new Contract Value including this Prime Contract Change Order will be.....	539,505
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Bryan Construction, Inc.

CONTRACTOR
 4700 Innovation Drive Building C
 Fort Collins, CO 80525

 Address
 By _____
 SIGNATURE _____
 DATE _____

Town of Lyons

OWNER

 Address
 By Christina Wells

 SIGNATURE _____
 DATE _____

MINUTES
TOWN OF LYONS
7:00 P.M., MONDAY, JULY 6, 2015

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 O'Brien, Mayor Pro Tem Sullivan, Trustee Johnson, Trustee Dreistadt, Trustee Kerr, Trustee Weller. Absent: Trustee Greenberg

I. A Reflective Moment of Silence

II. Sgt Nick Goldberger, Sheriff's Office Report
Sgt Goldberger and Commander Sullen were present to present the 2013 & 2014 calls for service for Lyons.

III. Audience Business - no one wished to speak

IV. Ordinances – First Reading - Second Reading – Public Hearing

1. Public Hearing - Ordinance 975, an Ordinance for the Minimum Lot Width and Minimum Lot Depth Standards As Set May Be Modified Provided the Minimum Lot Area Remains Conforming For All Residential Zoning Districts – Second Reading

Town Attorney Cox reported for Town Planner Joseph, earlier this year Planning staff became aware of the need to clarify the relationship between existing related code provisions found in Chapter 16 of the Zoning regulations and Chapter 17 of the Subdivision regulations. Chapter 17 sets out minimum lot width and depth standards for each residential zone district. "**Chapter 16, Sec. 17-11-20. Design standards minimum requirements**" provides for modification of those standards by the BOT. Staff proposed a revision to Chapter 16 explicitly referencing this modification/waiver provision of Chapter 17 as follows:

TBD. RELATIONSHIP TO Sec. 17-11-20. Design standards minimum requirements. The minimum lot width and minimum lot depth standards as set forth in Article 3 of Chapter 16 may be modified, provided the minimum lot area remains conforming, by the Board of Trustees subject to the standards and requirements in Sec. 17-11-20 of the Subdivision regulations

The PCDC held a public hearing to consider this code revision on May 26, 2015. The PCDC voted unanimously to recommend adoption of this code revision in the form of Ordinance 975 as now presented for second reading.

Mayor O'Brien opened the Public Hearing at 7:17 pm and closed at 7:18 pm with no one speaking.

Motion: Trustee Dreistadt moved to approve Ordinance 975 **Action:** Approve, **Moved by** Trustee Dreistadt, **Seconded by** Mayor Pro Tem Sullivan.

Motion passed unanimously.

2. Public Hearing – Ordinance 977, an Ordinance for the Licensing of Those in the Business of Collecting and Transporting Discarded Materials within the Town of Lyons – Second Reading

SFC Commissioner Dan Matsch reported this proposed Hauler Ordinance is the primary reporting mechanism through which the Town of Lyons will be able to benchmark waste generation, set targets and goals for landfill diversion/resource recovery and monitor progress towards those targets and goals. It is the key instrument whereby the Town will be able to achieve recommendation #Wa-1a in the Lyons Environmental Sustainability Action Plan (LESAP) - "Identify sources, components and volumes of residential, commercial and municipal waste streams". Many municipalities in the County have some version of a hauler ordinance in place which in its most straightforward form requires 1) that waste haulers operating within municipal limits are required to be licensed to operate within those limits and 2) that they annually report the amount and type of waste collected and/or hauled and the location to which it is taken. Boulder County has had a hauler ordinance in place since 2009 and that ordinance has been used as a boilerplate for the Town of Lyons version. A Pay-as-you-throw (PAYT) pricing structure, essentially one that requires consumers be charged for the amount of trash they generate (thereby rewarding the behaviors of waste generation reduction, reusing, recycling and composting) is sometimes a companion requirement in hauler ordinances. Although that may turn out to be a logical "next step" in improving the Town's diversion rate, the Sustainable Futures Commission is not recommending PAYT at this time, believing it is important first to have data on

which to make sound policy decisions. This ordinance applies to entities whose primary business is waste removal. It would not apply to entities generating waste as a result of engaging in their primary business who haul it themselves (such as smaller construction contractors, roofers, etc.) In instances such as these, the data on waste generated would be captured only if a hauler were contracted to remove said waste. The material generated from this type of activity, commonly referred to as construction and demolition material, does represent a significant waste stream but is administratively challenging to collect effectively. The SFC intends to stay abreast of county and other local municipality progress on this issue, and make recommendations to amend this ordinance when appropriate. As requested in the BOT workshop on this topic, non-profits and volunteer groups have been specifically exempted and language has been added requiring haulers to also have a Town of Lyons business license. There is an administrative commitment required to implement and execute on the requirements of this ordinance on an ongoing basis. The SFC recommends that the soon to be hired Sustainability Coordinator take the lead on documentation and process planning and set up, hauler outreach and staff training. With these initial steps complete, we recommend the responsibility then be shifted to a permanent staff member. SFC Matsch suggested the addition of a whereas clause **that the town boundaries be included in the ordinance and then the county will administer**. SFC Matsch reported the 2015 data should be available the beginning of 2016.

BOT discussion included if it would be possible to get a report twice a year, (SFC, Matsch stated they typically only report once a year), would haulers be required to have a business license, when the town expects to come online. The BOT directed staff to add a definition for hauler and specify the haulers have a town business license to the ordinance.

Mayor O'Brien opened the Public Hearing at 7:37 pm and closed the Public Hearing at as 7:38 pm with no comments.

Motion: Trustee Weller moved to approve Ordinance 977 with the amendments noted.

Action: Approve, **Moved by** Trustee Weller, **Seconded by** Mayor Pro Tem Sullivan.

Motion passed unanimously.

3. Public Hearing - Ordinance 980, an Ordinance Approving a Lease of Town Property to 4196 Ute Hwy , LLC (Spirit Hounds)– Second Reading .

 Town Administrator Simonsen 4196 Ute Hwy, LLC, d/b/a Spirit Hounds, is one of several property owners along Highways 36 and 66 to lease portions of the former railroad right-of-way that runs along the south side of Highway 36. Although the Lessee was delinquent on previous rent payments, 4196 Ute Hwy has now paid all back rent owed and, at the request of the Town Clerk, has pre-paid the first full year's rent. The amount of the rent shall be \$3,300.00 per year for three years, with an option to renew for up to another three years. Leases and other contracts are usually approved by resolution, but per state law, any lease for a period of more than one year must be approved by ordinance. The only change to the last lease is a 90 day notice to vacate the property of the trail goes through. Mayor Pro Tem Sullivan recused herself from the discussion/voting due to her husband being a part owner in Spirit Hounds.

BOT discussion concerning if the owners know about the 90 day notice to vacate. Town Administrator Simonsen reported they do know and that it would be at their expense to remove anything they have put in the leased area. Mayor O'Brien opened the Public Hearing at 7:42 pm and closed the Public Hearing at 7:43 pm with no comments.

Motion: Trustee Johnson moved to approve Ordinance 980.

Action: Approve, **Moved by** Trustee Johnson, **Seconded by** Trustee Dreistadt.

Vote: Motion passed (**summary:** Yes = 5, No = 0, Abstain = 1).

Yes: Mayor O'Brien, Trustee Dreistadt, Trustee Johnson, Trustee Kerr, Trustee Weller.

Abstain: Mayor Pro Tem Sullivan

V. Consent Agenda

1. July 2015 Accounts Payable

2. Resolution 2015-73, a Resolution Awarding a Bid to and Approving a Contract With Loris and Associates for Design of the 2nd Avenue Bridge Capital Improvements and Drainage Improvements.

3. First Reading Ordinance 981, approving the zoning changes and use by special review for River Bend

4. Resolution 2015-49, a Resolution Awarding the Contract to the Preferred Bidder For the 2015 Town of Lyons Parks Flood Recovery Master Plan Project 20D

5. First Reading - Ordinance 982, an Ordinance Submitting to the Registered Electors of the Town of Lyons at the General election to Be Held on Tuesday the Third Day of November 2015; the Question of Whether the Town of Lyons Should be Authorized to Collect and Spend the Full Revenues Generated During 2016 and Each Subsequent Year Pursuant to an Increase in Sales Tax Rates of .5% (One Half of One Percent) and to Spend Such Revenues for (A) Debt Services, (B) Municipal Operations, and (C) Capital Projects Authorizing the Board of Trustees to Adopt Annual Budgets and Amendments Thereto To Implement the Approval of This Referred Measure; Setting Forth the Ballot Title; Providing For Notice of the Election; Providing for Conduct of the Election; Providing Further Details in Relation to the Foregoing.

Motion: Mayor Pro Tem Sullivan moved to approve the Consent Agenda

Action: Approve, **Moved by** Mayor Pro Tem Sullivan, **Seconded by** Trustee Weller.

Motion passed unanimously.

VI. Items Removed from the Consent Agenda – no items were removed from the Consent Agenda

VII. Trustee Reports

Trustee Johnson updated the BOT on the Redstone Museum and Good Old Days.

Trustee Johnson stated Parks & Rec will meet next Monday; discussion will be the Parks Master Plan.

Trustee Dreistadt reported EDC has not met recently and LAHC will meet July 21, 2015.

Mayor O'Brien appointed Ken Singer and Kristen Bruckner to SFC and Lisa to the Library District Board

Mayor O'Brien attended the Metro Mayor Meeting the topics were Building a Better Colorado and debrucing under Tabor.

Mayor Pro Tem Sullivan stated the Golden Gang sponsored pancake breakfast for Good Old Days went well and the 5k Race was well attended.

Mayor Pro Tem Sullivan stated the Ecology Board has requested a map of the buyout properties when it is available as they would like to have some input on those properties.

Mayor Pro Tem Sullivan stated the Watershed Commission did not meet last week.

Trustee Kerr stated he was on a phone conference about the trails connection from Boulder or Lyons; they don't want to use the Boulder Feeder Canal but are considering Heil Ranch Trails and may consider the Boulder Feeder Canal in the future if the canal were to be enclosed in pipe.

Trustee Weller stated SFC is working on a summary of Lyons Clean Up Days, the cost versus revenue and the count of how much trash was diverted.

Trustee Weller stated the Boulder County Transportation Committee is now issuing RFP for a Cost Funding Model for a county wide Eco Pass.

Special Housing Committee Report – Craig Ferguson closed on the Valley Bank Property on June 26, 2015. Dave Emerson – Habitat for Humanity stated once the zoning is figured out they would be able to start taking applications for the units to be built in early spring of 2016. Craig Ferguson transferred ownership of the property to Planet Bluegrass and they will now be the developer. BOT discussion included infrastructure costs, the town's role in deed restrictions.

VIII. Staff Reports

Town Administrator reported on the following;

- ✓ Storm Drainage – the town is working with homeowners between 4th and 5th regarding damages after the last storm; the town will meet with them this week.
- ✓ Town is working with CDOT on getting signatures for the right of ways to the work can start on the Stone Canyon/McConnell intersection
- ✓ Update concerning CDBG-DR funding update
- ✓ Parks Master Planning, expectations and public input, notifications for the meeting will be sent out tomorrow concerning Bohn Park, the River Corridor, the trail and new property.

- IX. Adjournment – Mayor Pro Tem Sullivan moved to adjourn at 8:30 pm, Trustee Kerr seconded the motion with all voting if favor thereof.

Respectfully submitted by,

Deb Anthony, MMC – Town Clerk

Mayor John E O'Brien

“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.”

**TOWN OF LYONS, COLORADO
RESOLUTION 2016 – 42
A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE MEMORANDUM
OF AGREEMENT BETWEEN THE TOWN OF LYONS AND LYONS PROPERTIES,
LLC**

**MARCUS IS WORKING ON THIS AND WILL HAVE IT COMPLETED BY END OF
DAY TOMORROW – I WILL SEND IT TO YOU AS SOON AS I GET IT**

Meeting Date: 4-18-16

Subject: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ROCK SOLID LANDSCAPES, INC. FOR THE BOHN PARK BERM LANDSCAPING PROJECT-Resolution 2016-41

Presenter: David Cosgrove-Director of Parks, Recreation & Cultural Events

Background Information: This project relates to a previously passed resolution and agreement-RESOLUTION 2015-117, A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE COVENANT AND AGREEMENT RESPECTING THE BRADFORD HOMESTEAD AND USE OF LOT 1, AND AGREEMENT RESPECTING THE USE OF LOT E. A copy of Resolution 2015-117 and the associated Memorandum of Agreement (MOA) and other background documentation were presented to the Town of Lyons Board of Trustees on Nov. 16, 2015 and passed by a vote of 4-2. The meeting minutes from that meeting are attached for your review. Town staff has been working with the adjacent property owner to facilitate the requirements spelled out in the agreement in accordance with the established deadlines. The first requirement was the formalization of a landscaping plan (attached) which has been completed and agreed upon with the property owners. Town staff contacted at least eight landscaping companies to solicit quotes based on the provided plan in order to ensure that the project could be completed at or near the required May 15, 2016 deadline. Only two companies were able to respond and had the capacity to complete the project within the required timeline. The estimate and a contract with the successful bidder are attached for your review. Staff has been in contact with the property owner to communicate progress, potential start dates, and other project details.

As this project was not part of budget discussions, staff is seeking guidance as to where the Board would like staff to utilize funding for this project.

**TOWN OF LYONS, COLORADO
RESOLUTION 2016-41**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ROCK
SOLID LANDSCAPES, INC. FOR THE BOHN PARK BERM LANDSCAPING PROJECT**

WHEREAS, the Town of Lyons is authorized by C.R.S. Section 31-15-101 to enter into contracts for any lawful purpose; and

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

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

WHEREAS, the Board of Trustees desires to enter into an agreement with Rock Solid Landscapes, Inc. for completing the Bohn Park Berm landscaping project in an amount not to exceed Forty Thousand Four Hundred Twenty-One Dollars and Eight Cents (\$40,421.08) and to authorize the Mayor to execute such 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 (a) approves the Professional Services Agreement with Rock Solid Landscapes, Inc. in substantially the form attached hereto; (b) authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language that does not increase the obligations of the Town; (c) authorizes the Mayor to execute the Agreement when in final form; and (d) authorizes the Town Administrator or her designee to sign Exhibit A to the Agreement.

Section 2. This resolution shall be effective upon its adoption.

ADOPTED THIS 18TH DAY OF APRIL, 2016.

TOWN OF LYONS, COLORADO

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, CMC - Town Clerk

**Town of Lyons
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of April, 2016, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "Town"), and Rock Solid Landscapes, Inc., a Colorado corporation, whose principal address is 3686 Stagecoach Road North, Unit A, Longmont, Colorado 80504 (the "Contractor").

WITNESSETH

WHEREAS, the Town requires certain professional services as more fully described in Exhibit A;

WHEREAS, the Town contacted eight landscaping companies in the area for quotes to perform the services that are the subject of this Agreement; and

WHEREAS, two companies indicated that they would be able to perform the services that are the subject of this Agreement within the timeframe required by the Town; and

WHEREAS, the Town has reviewed a proposal from the Contractor for the provision of said services, and the Town finds said proposal acceptable; and

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

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

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

1.0 SERVICES AND PURPOSE OF AGREEMENT

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

- 1.2 Town Representative. The Town assigns Dave Cosgrove as the Town Representative for this Agreement. The Town Representative will monitor the Contractor's progress and performance under this Agreement and shall be available to the Contractor to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.
- 1.3 Changes to Services. Any changes to the Services that are mutually agreed upon between the Town and the Contractor shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.
- 1.4 Meeting Attendance. The Contractor shall attend such meetings of the Town relative to the Scope of Work set forth in Exhibit A as may be requested by the Town. Any requirement made by the named representatives of the Town shall be given with reasonable notice to the Contractor so that a representative may attend.
- 1.5 Agreement to Comply with Requisite Provisions Based On Funding Source. If checked below, the Town will pay in whole or in part for the Services rendered hereunder with federal or State based grant funding. Contractor agrees to comply with all provisions set forth in any Attachment as noted and if checked.
- Attachment A, Federal Emergency Management Agency's ("FEMA") Grant Program Requirements for Procurement Contracts if FEMA funding is used for the Work.
 - Attachment B, Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) Requirements for Contracts if CDBG-DR funding is used for the Work.
- 1.6 Lawful Performance. It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

2.0 COMPENSATION

- 2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in Exhibit A, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed **Forty Thousand Four Hundred Twenty-One Dollars and Eight Cents (\$40,421.08)** unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.
- A. Method of Compensation. The Contractor shall perform the Services and the

Town shall pay Contractor based on the rates and/or compensation methodology and amounts described in Exhibit A, subject to the not-to-exceed amount set forth in this Section. Partial, progress payments shall be made by the Town to the Contractor as described in Exhibit A. Progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all improvements embraced in this Agreement.

- B. Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work or Services as set forth in Exhibit A. The total amount of final payment shall consist of the compensation set forth in paragraph 2.1, if applicable, less all previous payments to the Contractor.
- C. Should work beyond that described in Exhibit A be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies.
- D. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

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

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

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

2.3 Increases in Compensation or Reimbursable Expenses. Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the

Town and shall be made only by written amendment of this Agreement executed by both Parties.

- 2.4 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.
- 2.5 Town Dispute of Invoice or Invoiced Item(s). The Town may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE

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

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

with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

- 3.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.
- 3.3 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town ; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

- 3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.
- 3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in Exhibit A; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.
- 3.6 Standard of Performance. In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or sub-contractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within Exhibit A. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.
- 3.7 Review of Books and Records. The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.
- 3.8 Licenses and Permits. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.9 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants

are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 3.10 Employment of or Contracts with Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.
- 3.11 Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and/or other data supplied to the Contractor (by the Town or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

4.0 TERM AND TERMINATION

- 4.1 Term. This Agreement shall be effective on **May 9, 2016 at 12:01 a.m.**, (the "Effective Date") and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or **11:59 p.m. on June 10, 2016**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.
- 4.2 Continuing Services Required. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Administrator, the Town Representative, or other Town employee expressly authorized in writing to direct the Contractor's services.
- 4.3 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:
- A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
 - B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and
 - C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.
- 4.4 Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall

be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 4.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

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

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

5.0 INSURANCE

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

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

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

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

- Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

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

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

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

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

A. For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or

related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.

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

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

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

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

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

6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

- 6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.
- 6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third-party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:
- A. The Contractor shall not be entitled to and shall not defend such claim; and
 - B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
 - C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and
 - D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the Town shall indemnify and hold Contractor harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.
- 6.3 Indemnification for Certain Claims. For any claim not within the scope of Section 6.2 above, Contractor expressly agrees to indemnify and hold harmless the Town, and any of its council members, board members, commissioners, officials, officers, agents, Contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Contractor or any of its employees, agents, or others acting on Contractor's behalf in performance of the Services. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by the Contractor to indemnify or hold the Town, its elected officials, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the Town, its elected officials, boards, commissions, officials, officers, agents, Contractors, attorneys, or employees. The Contractor's obligation to indemnify pursuant to this

Section shall survive the completion of the Services and shall survive the termination of this Agreement.

6.4 Defense of Claims.

- A. Claims Against Both the Town and Contractor. In the event any claim is asserted by a third-party against both the Town and Contractor arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Town shall be entitled to elect to defend such claim on behalf of both the Town and Contractor subject to the provisions governing indemnification set forth in this Section. In the event that the Town elects to defend such claim, the Town shall consult with Contractor in such defense but the Town is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the Town elects to defend such claim, Contractor may at its own cost and expense elect to assume the defense of Contractor, in which case Contractor shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.
- B. Claims Against Only One Party. In the event of any claim asserted by a third-party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the Services or any claim that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

7.0 RECORDS AND OWNERSHIP OF DOCUMENTS

- 7.1 Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to

all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

- 7.2 Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.
- 7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.
- 7.4 Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

8.0 FORCE MAJEURE

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

9.0 REMEDIES

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

- A. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
- D. Terminate this Agreement in accordance with this Agreement; and/or
- E. Other remedies as may be provided by attached addendum or addenda.

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

10.0 MISCELLANEOUS PROVISIONS

- 10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 10.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

- 10.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.3 shall not authorize assignment.
- 10.4 No Third-party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 10.5 Article X, Section 20/TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Centennial, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 10.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 10.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 10.8 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the Town. Any written

assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

- 10.9 Interpretation and Mutual Negotiation. It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either Contractor or Contractor's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.
- 10.10 Paragraph Captions. The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 10.11 Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- 10.12 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and the Contractor.
- 10.13 Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 10.14 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- 10.15 Notices. Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be

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

If to the Town :

If to Contractor:

Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	Rock Solid Landscapes, Inc. 3686 Stagecoach Rd. North, Unit A Longmont, CO 80540
With Copy to: Town Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

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

11.0 ATTACHMENTS

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

- Contractor's Certificate(s) of Insurance
- Contractor Proof of Professional Licensing
- Other

12.0 AUTHORITY

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees

Not Required

By: _____
Mayor or Mayor Pro Tem

Approval by Town Administrator

Not Required

By: _____
Victoria Simonsen, Town Administrator

ATTEST:

Debra K. Anthony, CMC, Town Clerk

APPROVED AS TO FORM (Excluding Exhibits)

Not Required

For Town Attorney's Office

CONTRACTOR:

By: _____

Printed name: John Herron

Its: General Manager

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Disaster Recovery Services Agreement was acknowledged before me this ____ day of _____, 2015, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

My commission expires: _____.

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

EXHIBIT "A"



3686 Stagecoach Rd.
North Unit A
Longmont, Co

Phone: 303-772-4736
Fax: 303-772-6568
www.rsinc.net

Rock Solid Landscapes, Inc.

CONTRACT BETWEEN CLIENT AND ROCK SOLID LANDSCAPES INC.

Contract for landscaping between: Rock Solid Landscapes Inc.
And
Town of Lyons: Bohn Park Project
Address of project: 601 Park Drive Lyons, CO 80540

- 1) Payment for contracted amount from estimate # 4300 will be as follows:
5% down at time of contract signing to be put on schedule: 2,021.05
1st payment on start date: \$20,210.54
Final payment on day of completion: \$18,189.49
- 2) Total contract amount: \$40,421.08
- 3) Estimated time to complete project: 3 weeks (weather dependent)
- 4) Estimated project start date: Week of May 9th, 2016 (weather dependent)
 - The below contract is all encompassing. If the work is not quoted, then that portion of the contract does not apply.
- 5) If any portion of landscaping can not be completed due to weather such as seeding, sodding, perennials, etc, client will pay full amount of contract as stated above minus items that could not be completed. Once items are completed, payment shall be made in full for the items.
- 6) Once landscaping is completed, payment shall be paid in full on day of completion.
- 7) Client will be required to be on site at last day of completion for walkthrough and payment.
- 8) Any changes made on plan or quote will be handled in the form of a change order signed by both client and Rock Solid Landscapes Inc. Plant material may change based on current availability.
- 9) Credit Cards accepted with a 3% service fee.
- 10) Any required permitting and associated costs are outside of estimate #4300 and to be determined upon finalized scope of work.
- 11) Any changes to scope of work or materials from estimate #4300 will be handled in a signed and dated Change Order.
- 12) Client has read contract, estimate and plan and approves said contract, estimate and plan.

Client: _____

Date: _____

Rock Solid Landscapes: _____

Date: 4/13/16





3686 Stagecoach Rd.
North Unit A
Longmont, Co

Phone: 303-772-4736
Fax: 303-772-6568
www.rslinc.net

Rock Solid Landscapes, Inc.

1. Irrigation system
 - a. Pop heads are 4" Rainbird Heads nozzle size depends on head spacing.
 - b. Rotors are 6" Rainbird 5000 series or Hunter I-20, nozzle size depends on head spacing.
 - c. All lateral piping will be poly.
 - d. Mainline from vacuum breaker shall be poly unless otherwise specified.
 - e. Valves will be Irritrol and drip valve will be Rainbird with Y strain and pressure reducer.
 - f. Vacuum breaker is a Febco 765 1" or 3/4" depending on service line size.
 - g. All plants will have drip pipe underneath fabric.
 - h. Emitter gallon size will depend on type of plant.
 - i. All piping will be trenched in at least 6-12" deep, depending on site conditions.
 - j. Controller will be Irritrol, Rainbird or Hunter controller depending on quantity of zones.
 - k. Controller wire shall be multi strand wire depending on quantity of zones.
 - l. Manifold for valves shall be Dura T's and will have a drain on low end.
 - m. All permits for irrigation if needed shall be purchased by RSL.
 - n. It is the client's responsibility to have the irrigation winterized by a compressor before winter. If client does not do this, RSL will not be liable for any flooding or damage to irrigation system or house.
 - o. Irrigation system will be set to irrigate 2-3 times a day for 2-3 weeks until turf is established. There after it is the client's responsibility for irrigation management.
2. Down Spouts
 - a. All down spouts shall be connected to a 3" adapter, then PVC drain pipe and buried underground.
 - b. Down spouts drains will be taken to grass areas or drainage swales.
 - c. The end of down spout drain will have a 3" bubbler at end.
3. Sod, Seed and Soil Prep
 - a. Soil prep for turf will be tilled 3-6" deep with a minimum of 3 yards per 1000 sf of amended topsoil. If any additional amended topsoil is requested, there will be an additional charge.
 - b. All edges where concrete meets sod will be leveled so that top of topsoil in sod will be at same level of concrete edge.
 - c. Sod will be a Kentucky Blue Grass Blend unless other wise stated.
 - d. It is client's responsibility to water sod in winter in dry conditions.
 - e. Seed will be determined on estimate.
 - f. Price for seeding will be based on one application. Any other applications necessary will be based on a square foot price. Washed out seed from heavy rains will not be warrantied and will be re-seeded on a square foot price including and any grading will be billed at a time and material rate.
 - g. Seeding conditions require that the seeded areas are kept moist and not dry and not overwatered. They also require that the ground temperatures are warm and the weather patterns show at least 50 degrees at night to germinate.
4. Plant Material
 - a. All plant material will be approved by client prior to planting.
 - b. If client wishes to pick out plant material, they will do this at a nursery approved by RSL.
 - c. Client will be home at the time RSL lays out plant material for planting, if client wants to approve material.
 - d. If client chooses not to be present at this time, RSL will not move any plant material that client wishes without a cost to client.

INITIAL _____





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Rock Solid Landscapes, Inc.

- e. Perennials will be picked out by client with guidance by RSL.
 - f. If a certain plant is not available, RSL will find a common substitution.
 - g. All plant material species, sizes and quantities will be followed according to HOA requirements.
 - h. It is the client's responsibility to water plant material in the winter in dry conditions.
 - i. It is the client's responsibility to prune, deadhead all plant material when needed.
 - i. All tree stakes will be the client's responsibility to remove after 1-2 years. A charge will be applied if it is requested that RSL, remove stakes.
5. Grading and Berms
- a. RSL will accept the grade of the lot at plus or minus 1/10th of a foot.
 - b. RSL will not be responsible for any settling in the over dig of the foundation of the house, sewer lines and water lines.
 - c. RSL will only be responsible for any settling if it is settling of trenches, berms or trees and it is proved that RSL is at fault.
 - d. RSL will keep master grading plan in tact, allowing positive drainage away from house and swale lines.
 - e. Any existing concrete that settles that was installed prior to landscaping will not be the responsibility of RSL.
 - f. Any additional grade work not specified in estimate will result in an additional charge.
6. Hardscape / Water Features
- a. All flagstone, concrete, manufactured patio stone or steppers shall be approved by client prior to start date. If stone is changed after the ordering of stone, there will be a re-stocking fee associated.
 - b. All veneer stone shall be approved by client prior to start date. If stone is changed after the ordering of veneer stone, customer will pay the full price of the material cost.
 - c. All types of boulders shall be approved by client.
 - d. If client wishes to pick out boulders, they must do so at a material yard approved by RSL.
 - e. All types of water feature rocks, boulders and fall stones will be approved by client.
 - f. If client wishes to pick out water feature stone, they must do so at a material yard approved by RSL.
 - g. Power for water features shall be provided by client or be paid directly to an electrician provided by RSL.
 - h. It is client's responsibility to maintain water feature: algae control, cleaning, chemical application.
 - i. All Versa-Lok, boulder, flagstone walls shall be approved by client prior to start date and installed according to manufactures specs.
 - j. All flagstone, paver or concrete patios shall be compacted as determined by RSL before installation.
7. Edging
- a. All edging shall be roll top edging or concrete edging according to estimate.
 - b. Concrete edging shall be installed by Curbscapes.
 - c. RSL will take no liability in cracks in concrete edging.
 - d. Roll top edging shall be installed so that top of the blades of new grass is at same level as top of roll top edging.
8. Low Voltage Lighting
- a. All low voltage lights shall be agreed upon at time of signing of contract.
 - b. RSL will not be responsible for power to transformer. If an additional outlet is needed for the transformer, the client will provide said outlet or pay an electrician supplied by RSL directly.
 - c. RSL is not responsible for bulbs that blow out after the 1 year warranty.

INITIAL _____



EXHIBIT "A"



3686 Stagecoach Rd.
North Unit A
Longmont, Co

Phone: 303-772-4736
Fax: 303-772-6568
www.rslinc.net

Rock Solid Landscapes, Inc.

9. Groundcover

- a. All types of mulch, rock and cobble will be set forth in contract and agreed upon signing of contract.
- b. Any changes to types of mulch, rock, or cobble could result in additional cost.
- c. All rock groundcover will be installed on top of landscape fabric.
- d. Rock shall be installed at a minimum of 2-3" deep and fabric shall not be seen.
- e. Mulch will be installed at a minimum of 2-3" deep and fabric shall not be seen.
- f. Cobble shall be installed at the depth of the size in rock.
- g. Road base and breeze pathways shall be compacted with a plate tamper.

10. Placement

- a. It will be the client's responsibility to be at home and approve placement of all aspects of their landscaping: sod lines, edging, rock, mulch, water features, patios, plant material, pathways etc.
- b. If client chooses not to be present at the time of any of the placement of any landscaping items, RSL will lay out items according to plan.
- c. If client wishes to move any of the placements of any landscape items, there will be an additional charge to the client.
- d. Any changes to the above landscaping procedure, estimate or plan will result in an additional charge to the client.
- e. RSL will be responsible to call in locates at residence and will not start work until they are complete.

11. Completion

- a. At day of completion, client will be responsible to be present.
- b. A final walk through will be completed with client and a representative from RSL.
- c. Once final walk through is complete and client approves landscaping, final payment shall be collected from client.
- d. RSL Inc will instruct client on new sod, plants, irrigation system controller, shut off for irrigation and all other aspects of landscaping.

INITIAL _____





Estimate

Phone: 303-772-4736
 Fax: 303-772-6568
 3686 Stagecoach Rd - North Unit A
 Longmont, CO 80504

3/16/2016	4300
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Town of Lyons Mike Harris Lyons, CO 80540

john@rslinc.net

Description	Qty	Cost	Total
Bohn Project Berm Project		0.00	0.00
Reshaping of berms to create a more aesthetic and functional planting site. Additional necessary dirt to be provided by the Town of Lyons and delivered to the berm project site via the Town of Lyons equipment. RSL is planning to lengthen the toe of the berm to the north of each berm, but not taper or lengthen the south side of the berm due to the distance of the berm from the existing fence. The overall berm height to remain the same.	1	3,456.00	3,456.00
Installation of 2 new drip zones to water all the new plant material. Installation includes mainline trenched from the existing restroom facility to 2 new valves at NE corner of the project site, all necessary drip line, emitters, and a new irrigation clock to be installed on restroom facility. One valve to run all the new trees and one valve to run all the new shrubs and grasses. Drip line will be installed below grade on the berm and rise at each plant so the vast majority of poly pipe is below grade. The installation of the PVB is not included and will need to be done by a qualified plumber, quote can be provided with bid acceptance. Power for new clock will be provided by the Town of Lyons.	1	4,752.00	4,752.00
Installation of plant material as specified on plan; 33 - 1 gallon grasses, 150 - 5 gallon shrubs, 22 - 8' evergreen trees, and 11 - 2.5" deciduous trees. All plants to be planted in amended topsoil blended with native soil. All plants carry a one year warranty from the planting date as long as the irrigation is maintained to each plant and each plant is provided adequate water throughout the year.	1	31,513.08	31,513.08
Mobilization, Site Supervision, and Site Clean-up	1	700.00	700.00



EXHIBIT "A"

Estimate

Phone: 303-772-4736
 Fax: 303-772-6568
 3686 Stagecoach Rd - North Unit A
 Longmont, CO 80504

3/16/2016	4300
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Town of Lyons Mike Harris Lyons, CO 80540

john@rslinc.net

Description	Qty	Cost	Total
The Town of Lyons accepts that the current hydro-seeding on the berms will be disturbed and need to be redone after the plan has been implemented. RSL will leave the berm / project area fine graded and ready to accept hydro-seed, but no overall soil amendment is included in the above numbers.	1	0.00	0.00
Bid numbers based on direct access and staging at the project site.	1	0.00	0.00
			\$40,421.08

TOWN OF LYONS, COLORADO
RESOLUTION 2015-117

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE COVENANT AND AGREEMENT RESPECTING THE BRADFORD
HOMESTEAD AND USE OF LOT 1, AND AGREEMENT RESPECTING THE USE OF LOT E

WHEREAS, the Town of Lyons (the "Town") is authorized by Section 31-15-101, et seq. of the Colorado Revised Statutes to enter into contracts for any lawful purpose; and

WHEREAS, on or about May 16, 2005, the Town entered into a Covenant and Agreement Respecting the Bradford Homestead and Use of Lot 1 (the "2005 Agreement") with James A. Carroll and Kathleen P. Carroll (collectively, "Carroll"), the owners of the property adjacent to Lot 1 known as Lot 2, by which Carroll agreed to be responsible for maintenance of the historic Bradford Homestead in exchange for the Town agreeing to place certain use restrictions on the portion of the Town's Bohn Park known as Lot 1; and

WHEREAS, in March 2015, changes in circumstances prompted the Town and Carroll to negotiate and execute the First Amendment to the 2005 Agreement, based in large part on plans to construct an affordable housing project on Lot 1; and

WHEREAS, the Town's plans for the affordable housing project were subject to a vote of the Lyons electors, but a majority of those voters rejected the proposal; and

WHEREAS, as a result of the vote, it became necessary for the Town and Carroll to renegotiate the allowed uses on the various parcels; and

WHEREAS, those negotiations resulted in a proposed Second Amendment to the 2005 Agreement, which would allow certain additional uses, namely a lighted ballfield and skate park, subject to certain conditions, and in exchange for the Town taking certain actions with regard to parking and landscaping; and

WHEREAS, in the course of the ongoing recovery from the September 2013 flood, the Board commissioned the Lyons Flood Recovery Planning Process to complete a 30% design plan for for Bohn Park, the Town-owned park and recreation area adjacent to the Carroll property; and

WHEREAS, it is important both for the Town and its residents that any conflict between this Second Amendment and the as-yet incomplete Bohn Park Flood Recovery Plan be resolved at the earliest possible time; and

WHEREAS, the Town's Board of Trustees desires to approve the proposed Second Amendment to the 2005 Agreement, but also desires to make its approval expressly conditioned upon the completion of the Town's Bohn Park Flood Recovery Plan and the resolution of any land use conflicts between the 2005 Agreement, as amended, and the Bohn Park Flood Recovery Plan, once adopted.

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 2nd Amendment to Covenant and Agreement Respecting the Bradford Homestead and Use of Lot 1, in substantially the form attached hereto, with the Board's approval being expressly contingent upon the completion of the Town's Bohn Park Flood Recovery Plan and the resolution of any conflicts between the 2005 Agreement, as amended, and the Bohn Park Flood Recovery Plan, and authorizes the Mayor or Mayor Pro Tem to sign the 2nd Amendment to the Covenant and Agreement Respecting the Bradford Homestead and Use of Lot 1, and the Town Clerk is authorized to attest to the Mayor's or Mayor Pro Tem's signature.

ADOPTED this 16th day of NOVEMBER 2015.

ATTEST:
[Signature]
Debra M. Anthony, Town Clerk

TOWN OF LYONS
By: *[Signature]*
John E. O'Brien, Mayor

Memorandum of Agreement

On March 5, 2015, The Town of Lyons ("TOWN") and James and Kathleen Carroll ("CARROLL") entered into an agreement titled FIRST AMENDMENT TO THE COVENANT AND AGREEMENT RESPECTING THE BRADFORD HOMESTEAD AND USE OF LOT 1 ("AMENDMENT"). Further, on March 5, 2015 the TOWN adopted Resolution 2015-28; AMENDMENT TO THE COVENANT AND AGREEMENT RESPECTING THE BRADFORD HOMESTEAD AND USE OF LOT 1, AND AGREEMENT RESPECTING THE USE OF LOT E.

The AMENDMENT delineates the "Northern" and "Southern" portions of LOT 1 and defines the allowable uses and amenities within each portion. It also describes allowable uses for LOT E.

Subsequent to the AMENDMENT, the TOWN engaged in a public process (Town of Lyons Parks – Flood Recover Planning Process) for the purpose of planning the type and location of amenities on LOT 1 and use of LOT E and is requesting that CARROLL agree to modify the allowable uses of the "Southern Portion" of Lot 1 described in the AMENDMENT. The reference map for these modifications is titled "BOHN PARK – PREFERRED ALTERNATE" dated November 2nd, 2015 and is referenced and attached to this document as EXHIBIT A.

I. Purpose of the Agreement

This Memorandum of Agreement (MOA) sets out the details of the allowed amended uses and amenities on the "Southern Portion" of LOT 1 and the terms under which CARROLL will agree to those amended uses and amenities.

This MOA pertains only to the amended uses and amenities specifically detailed herein and any additional changes or amendments to the use of the "Southern Portion" of LOT 1 will require a separate agreement.

David Cosgrove, Director of Parks and Recreation for the TOWN will be the key contact for this project and is responsible for ensuring the performance of the activities listed below.

II. Description of Amended Uses:

- a) **Field #2:** CARROLL agrees to allow (1) lighted field on LOT 1 in the location shown on the reference map (Field #2) and providing the lighting equipment used emits light spill no greater than that shown on Exhibit A.
 - b) **Skate Park:** CARROLL agrees to allow the construction of a skate park in the "Southern Portion" of LOT 1 subject to the following provisions:
 1. The total footprint of the skate park and any related amenities shall not exceed 12,000 SF.
 2. If any buildings are included in the skate park design (e.g.: Pro Shop, concessions, lockers), they shall be located on the northern side of the skate park.
 3. Entrance to the skate park shall be on the north.
 4. The location of the skate park shall be as shown on Exhibit A and in no case shall extend further south than shown on Exhibit A.
 5. Prior to opening the skate park to public use, a landscape buffer (trees and other "screen" landscaping depicted on Exhibit A and located directly south of the dirt jump park and skate park) shall be planted.
 6. The skate park hours shall be dawn to dusk.
 7. The skate park shall be entirely enclosed in a fence and shall be locked during non-skate park hours.
 8. No music system or other amplification system shall be installed.
-

III. Consideration in Exchange for Amended Uses

1. Landscaping: TOWN agrees to plant according to the highest proposed number of trees and shrubs listed on Exhibit A, or as mutually agreed upon during the landscape design process.
 - a) TOWN warrants that funds for landscaping are available and appropriated to meet the timeline (item IV below).
 - b) TOWN shall work with CARROLL to specify landscape materials and shall present CARROLL with a final landscape design by March 1, 2016.
2. Special Event Parking in LOT E:
 - a) Traffic flow for special event parking shall follow route along the east and south boundary of LOT E, as shown on Exhibit A.
 - b) Vehicles shall be parked 50' or further away from the northern boundary of LOT E.
3. Locking Trail Gate:

Trail gate shall be installed as per Exhibit A (near NE corner of multi-use field) and shall remain locked at all times except during special events when LOT E is being used for parking as described in "AMENDMENT".
4. The TOWN agrees that it will not schedule or allow any special events, construction activity or the operation of heavy equipment on LOT 1 on June 11, 2016.

IV. Timeline

Landscaping described and depicted on the reference maps (excepting skate park as per Section II.b) shall be planted in their entirety by May 15, 2016 or this agreement shall be null and void.

V. Exhibits Attached and Incorporated into this Memorandum of Agreement

Exhibit A: Town of Lyons Parks – Flood Recovery Planning Process
Bohn Park - Preferred Alternative dated November 2nd, 2015

VI. Execution of MOA

1. This Memorandum of Agreement shall be signed by a duly authorized representative(s) of the Town of Lyons and recorded with Boulder County Clerk and Recorder.
2. The undersigned warrants that the terms of this agreement are within the scope of their authority to authorize.

James Carroll 2/11/16
James Carroll Date

John E. O'Brien
For the Town of Lyons

Kathleen Carroll 2/11/15
Kathleen Carroll Date

Mayor
Title

John E. O'Brien 3/02/2016

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3 **Workshop 5:30 pm – 6:45 pm**
4 **Presentation of Operations and Maintenance Study for Proposed Parks System**
5
6

7 **MINUTES**
8 **TOWN OF LYONS**
9 **7:00 P.M., MONDAY, NOVEMBER 16, 2015**
10 **BOARD OF TRUSTEES MEETING**
11 **SHIRLEY F. JOHNSON COUNCIL CHAMBER**
12 **LYONS TOWN HALL, 432 5TH AVENUE, LYONS, COLORADO**

13 I. **Roll Call and Pledge of Allegiance**

14 Roll Call. Present: Mayor John O'Brien, Trustee LaVern Johnson, Trustee Barney Dreistadt, Trustee Dan
15 Greenberg, Trustee Jim Kerr, Trustee Dawn Weller. Absent: Mayor Pro Tem Connie Sullivan
16

17 II. **A Reflective Moment of Silence**

18
19 III. **Sgt Nick Goldberger, Sheriff's Dept Report**

20 Sgt Goldberger reported all is going well in town.

21 1. **2016 Budget Request for Video Camera System**

22 Sgt Goldberger During my tenure as the supervisor for the Town of Lyons, I have observed that one of our weak
23 points for the security and safety of the citizens of Lyons and neighboring communities is the lack of having a video
24 system in and around the Town of Lyons. A video system could be used as a multi-use system that could be used for
25 recording criminal activities, traffic concerns, real time weather updates, creek flow observations, monitor
26 activities/festivals for safety of the festival goers and wildlife. The primary video cameras would be positioned at/near
27 the three entrances/exits to the Town of Lyons. The fourth would be at the intersection of Hwy 36 and Stone Canyon
28 Road. The video cameras would be positioned so that they have visual access to the roads and creeks. This would be
29 extremely useful for possibly identifying suspect/s, suspect vehicle/s and other descriptors if/when crimes happen
30 both in the Town of Lyons itself or if a suspect/s pass through the Town. This system would have been very beneficial
31 in 2014 when a medical marijuana store was burglarized 3 times in a three month period or when the St. Vrain
32 Pharmacy was robbed on two occasions. On all occasions, possible vehicle and suspect information could have been
33 obtained. With the live feed capabilities, traffic flow could be monitored if needed due to high volume vehicle traffic
34 and pedestrian days. The system could also give visual real time weather updates and observation capabilities for
35 both the Town of Lyons as well as providing live feed footage of the North St. Vrain and the South St. Vrain creeks
36 that converge in Town and exit to the East. This capability would have been invaluable during the Flood of 2013 and
37 would have assisted multiple Local, State and Federal agencies during and after the flood. Another aspect of the video
38 system would be to monitor activities and festivals around the public areas of Lyons. It would act as another set of
39 eyes for both personal as well as deputy safety for whatever event or activity the camera/s would be covering.
40 Boulder County IT assisted with suggesting a system that would work for the safety and needs of the Town of Lyons,
41 Boulder County, the neighboring communities and other agencies. The video system would be a "closed" system
42 which would be kept in a secured location in the Town of Lyons and which would be accessible to Boulder County
43 Sheriff's Office Personnel for official use only, the Town Administrator, entities that would use the cameras for citizen
44 safety (i.e. OEM for live creek feeds or road conditions) or other entities that the Town Board grants. The cameras
45 would be attached to current utility poles that are located in the area. The camera signals need to be relayed back to
46 the substation by a series of transceivers that will also be attached to utility poles. In total, approximately 9 poles
47 would be used to accomplish this. The initial bid was conducted by VTI Security Integrators (VTI) which works closely
48 with Boulder County IT and has an active contract with the Sheriff's Office. Boulder County IT would be able to
49 support the equipment and licensing after the equipment is purchased and installed. "Support" would entail upkeep
50 and replacement of the server (approximately \$6000). It will be put in the replacement schedule and maintained by
51 Boulder County I.T. There will also be a support contract in regards to the maintenance of the cameras. Primary
52 equipment would include a new Server and 4 cameras with capabilities to be mounted at different locations and can
53 also pan, tilt and zoom (PTZ cameras) upon operator control via computer, smart phone or tablet. Bid price for entire
54 equipment list and labor is \$40,900.00. A minimum of 3 cameras (3 for entry/exits), would be acceptable for primary
55 coverage and use by the town. The above noted bid (4 cameras) is valid for 60 days from November 12th. The
56 dedicated Server for this project would store the data for a selected time period only then write over it. There are no

57 data charges associated with this type of system. There are other types of camera systems available. The Town of
58 Superior has purchased 4 cameras (approximately \$5000.00 each) that are WI-FI and "Cloud" based from Sensera
59 systems, which is located in Golden Colorado. These cameras have only zoom capabilities and a cell provider data
60 plan would be needed which would add to the cost. The data (both picture and video) would be stored in the "Cloud"
61 on their system and is accessible via computer, smart phone or tablet. There is a yearly cost also associated with the
62 cameras, for the 4 camera's it costs approximately \$2000 per year for the data and fees. Monthly data costs per
63 camera can run approximately \$99-\$220 but would not provide 24/7 streaming coverage, that would be more
64 expensive and is not reflected in these costs. I have been working with Boulder County IT to see if they can assist with
65 the project and to start a process to see if the County can possibly match the requested \$20,000.00 from the Town.
66 There are grants out and about from the State and other entities but their next grant cycle is the first quarter of 2016
67 and the finalization of the grant would be in the end of 2016. If no additional funding is available from other sources
68 in the near future, I propose that the Town start to build the infrastructure of the camera system which would include
69 the server, a camera and other necessary equipment. This would start the process and would still benefit the Town in
70 the manner stated above. The cost for this option is approximately \$21,000.00. The positioning of the cameras are
71 also strategic locations that can keep track of wildlife that pass through the area frequently. Notably bear movement
72 along Ute highway near the Stone Canyon intersection and Highway 36 and Apple Valley road near Planet Bluegrass.
73 BOT discussion included finding grants to cover purchasing the system, the purpose of the cameras, enforcement side
74 and potential benefits to having the system. 

75 IV. Audience Business

76 1. James Kelly, Park St, stated he has a Cultivation License for the Town of Lyons. Mr. Kelly stated he has
77 not gotten the business started yet. Mr. Kelly state he has yet to get a building permit as he had to wait on
78 the changes to the Energy Code and the Lyons Fire Dept does not have permits for cultivation along with
79 the lawsuit concerning the 1,000 ft rule has kept them from getting the business started. Mr. Kelly asked
80 the BOT if they would consider lowering the excise tax that was passed at the November 2015 election for
81 the first 12 – 24 months of business, the addition of the 5% local excise tax along with the State tax will
82 total 20% and will be burden on the business.

83 2. Doug Miller, Park St, stated he is speaking on behalf of the Confluence Area. Mr. Miller stated 3 items
84 were addressed at the last meeting, commitments were made at the September 14, 2015 meeting were
85 that those in the Confluence Area who are still waiting on building permits would receive bi-weekly
86 reports on their building permits, this happened for the first several week but not since, we want an
87 update on all existing building permits. Specific permits that they want updates on are Nancy Arp, Joe
88 Meckle, Linda Hubbard, Doug Miller, Dave Wechsler and Mark. Also, a resident on Evans who is
89 concerned about Evans Street being moved to the south and the parking configuration has sent requests
90 to the Town Engineer and the Town Administrator, but the requests have gone unanswered. We feel we
91 have a solution to the relocation of Evans St, we have reviewed with the stake holders and to reach a
92 solution we are meeting with the UEB on Wednesday to show them our ideas.

93 Mr. Miller stated they are waiting on answers to the following questions,

- 94 ✓ When is the storm piping scheduled for the Confluence Area
- 95 ✓ Evans St alignment
- 96 ✓ Neighborhood in put
- 97 ✓ Placement of trails
- 98 ✓ Codes and Standards being uses – Design Guidelines
- 99 ✓ Status of leasing options for residents for the 404 buyout properties

100

101 V. Confluence Update Signal at McConnell/Stone Canyon Update

102 Project Engineer Joe Kubala reported the construction crews are installing water lines in the Confluence
103 area now and when finished will switch to the sewer lines the storm water drains will go in the spring of
104 2016.

105 Project Engineer Kubala gave the following updates on the Confluence Area building permits:

- 106 ✓ Nancy Arp is good to go with her fencing.
- 107 ✓ Linda Hubbard, we are working with her engineer concerning the bank of her property.
- 108 ✓ Mark, there are some drafting issues with his permit, we have met with his building and we are
109 waiting for them to turn in their revisions
- 110 ✓ Joe Meckle, we are working with Joe Meckle concerning the base flood elevation and staying
111 within the Federal Regulations

112 ✓ Dave Wechsler, Project Engineer Kubala stated he is not personally working with Mr. Wechsler,
 113 Jonathon is working with him, and we will have to get an update from him.
 114 Town Administrator Simonsen reported the Confluence Area wants a biweekly status report, I am seeing
 115 them but apparently they are not. Town Administrator Simonsen reported she would look into why they
 116 are not being called or getting the biweekly status report.
 117 Project Engineer Kubala reported the trails are to the north, there are no trails as part of the river project,
 118 the river project is a bench and it will be pedestrian unfriendly, including unfriendly plant that will
 119 encourage the public to leave, stream features will make the river more substantial and will limit the
 120 trespassing to meet resident requests.
 121 Trustee Greenberg asked if Evans St would be a BOT decision to make and if that is the case the BOT has a
 122 lot of learning to do. Project Engineer Kubala stated due to the constraints we have made the best
 123 decision, but yes it could be a BOT decision. Town Administrator Simonsen reported we have codes and
 124 standards to follow, we are balancing several codes and standards and at the same time are being asked
 125 to listen to the residents, we still need to meet the standards, and there are lots of factors. Town
 126 Administrator Simonsen reported the Town Attorney is looking into leasing options for the buyout
 127 properties but that will not be presented to the BOT until the buyouts are final.
 128 BOT discussion concerning encouraging tubers to get out of the river on public land vs private land,
 129 signage to discourage tubers getting out of the river on private property.
 130 Project Engineer Joe Kubala reported the town went out to bid for the Stone Canyon/McConnell Signal
 131 and the bids came back \$400,000 over the projected cost for the project. Town Administrator Simonsen
 132 reported the project for the Stone Canyon/McConnell Signal up to Bank of the West, we can move
 133 forward with the signal, Town Engineer Blankenship has been looking at the project to see what can be
 134 taken out of the project completely or what can be completed at a later date. Town Administrator
 135 Simonsen reported there are other projects associated with this Streetscape Project that are also
 136 important such as the storm drainage coming down from 2nd. BOT discussion concerning looking for a
 137 grant for the storm drainage, the possibility of having to rebid the project, sending email blasts to relay
 138 the information to specific people to get the information out to the public.
 139

140 VI. Ordinances – First Reading - Second Reading – Public Hearing

141 1. Public Hearing, Post Award Public Hearing for Post Award Hearing – CDBG-DR Housing Site Analysis

142 Town Administrator Simonsen reported The Town of Lyons will conduct a public hearing at Lyons Town
 143 Hall on November 16, 2015, during the Board of Trustees Board Meeting. The purpose of the hearing is to
 144 allow citizens to review and comment on the performance of the Town of Lyons in carrying out their
 145 Housing Site Analysis in 2014, which was financed with federal Community Development Block Grant
 146 funds provided by the State of Colorado.

147 A public hearing to receive citizen views concerning the community's economic and community development needs
 148 will be held at Lyons Town Hall on November 16, 2015 at 7pm.

149 Public Hearing Process

150 1. Mayor formally opens a Public Hearing to allow citizen review and comment upon the performance of the Town of
 151 Lyons in carrying out the Housing Site Analysis at _____ p.m.

152 2. Staff testimony on the performance of the Town of Lyons in carrying out the Housing Site Analysis.

153 3. Public testimony the performance of the Town of Lyons in carrying out the Housing Site Analysis.

154 4. Mayor formally closes a Public Hearing to allow citizen review and comment upon the performance of the Town of
 155 Lyons in carrying out the Housing Site Analysis at _____ p.m.

156 Mayor O'Brien opened the Public Hearing to allow citizen review and comment upon the performance of the Town of
 157 Lyons in carrying out the Housing Site Analysis at 8:02 pm.

158 Staff testimony - Town Administrator Simonsen reported the following:

159 Background

160 On July 3, 2014 the Colorado Department of Local Affairs awarded the Town of Lyons \$45,000 for the completion of a
 161 Lyons Housing Site Analysis Study. This award was then formalized in a contract between the State and Town of Lyons
 162 that was executed on September 30, 2014. In December 2014, the Town of Lyons contracted with Trestle Strategy
 163 Group, LLC to perform an analysis for potential sites for affordable housing.

164 The Scope of Work included:

165 A document review of all information related to the flood of 2013 with regards to Lyons Comprehensive Plan, Lyons
 166 Municipal Code and Lyons Flood Recovery Action Plan.

167 ✓ A needs assessment to develop building and site amenity programs, adjacencies, and key goals.

168 ✓ A site feasibility analysis focusing on locations deemed most compatible for the proposed uses including Vacant
 169 Land, Town-owned land, possible street vacations, redevelopment sites and Boulder County sites.

170 ✓ Conceptual Site planning to compile graphic information about shortlisted sites to develop drawing backgrounds
171 in CAD.
172 ✓ Design Charrette/Visioning to plan and locate specific uses on shortlisted sites, presented to members of Lyons
173 community for feedback.
174 ✓ Final Presentation of findings, alternatives and final recommendations to the Lyons Board of Trustees.
175 **Changes to Project Scope**
176 Due to increased public interest in the Housing Site Analysis a consensus decision was made by the Town of Lyons to
177 increase the scope of work to include the following:
178 ✓ Expansion in conceptual site evaluations from 3 to 26 sites
179 ✓ Expansion of full site evaluations from 2 to 13 sites
180 ✓ Significant expansion of public engagement effort
181 ✓ Expanded research, timeframe and final presentation efforts
182 The Town then worked with the Colorado Department of Local Affairs to reallocate \$90,315 from the Parks, Open
183 Space and Trails Master Plan to the Housing Site Analysis Study in order to address costs associated with this
184 increased scope of work. The amendment to the contract to reflect the revised scope and costs was executed on
185 September 26, 2015.
186 **Project Results**
187 The Lyons Board of Trustees voted on Town owned Bohn Park as the most feasible location for the housing project.
188 Because the Town of Lyons is a statutory town, Colorado statutes state that if park land is to be rezoned for a use
189 other than parks, it must be put to a vote to determine if this is the desire of the town citizens.
190 On March 24, 2015, the vote to rezone 5-7 acres of Bohn Park to residential zoning suitable for affordable housing
191 failed 615-498.
192 **Public Testimony** – no one commented during the Public Testimony
193 Mayor O'Brien formally closed the Public Hearing to allow citizen review and comment upon the performance of the
194 Town of Lyons in carrying out the Housing Site Analysis at 8:10 pm.
195
196 **VII. Consent Agenda**
197 1. Resolution 2015-116, a Resolution Designating a Town of Lyons Alternative Representative to the Municipal Energy
198 Agency of Nebraska Management Committee
199 2. Resolution 2015 - 115, a Resolution Approving a Grant Submittal of one Grant To the Regional Air Quality Council
200 (RAQC) Electric Car Charging Station
201 3. Resolution 2015 -117, a Resolution Approving the Second Amendment to the Covenant and Agreement Respecting
202 the Bradford Homestead and Use of Lot 1, and Agreement Respecting the Use of Lot E
203 4. November 2015 Accounts Payable
204 5. November 2, 2015 BDT Meeting Minutes
205 6. Proclamation on Native American Month
206 Motion: Trustee Greenberg moved to approve Items 1, 4, 5, 6 and to remove Items 2 and 3.
207 Action: Approve, Moved by Trustee Dan Greenberg, Seconded by Trustee Dawn Weller.
208 Motion passed unanimously.
209
210 **VIII. General Business**
211 1 Resolution 2015- 119, a Resolution Approving the Creation of a Medical Equipment Loan Closet at the Walt Self
212 Senior Center
213  Town Administrator Simonsen reported in furtherance of its long held goal of the BOT to support and provide
214 services for senior citizens, this would serve to provide a means for those at the Walt Self Senior Center to borrow
215 wheel chairs, walkers, etc. The Closet would be staffed by volunteers from the Commission of Human Services and
216 Aging. The use of any equipment would be subject to execution of the Waiver/Release form that will be approved
217 with this resolution.
218 Meg Waters, HSAC Commissioner, reported this is basically under the opuses of a group of volunteers who are
219 creating a medical equipment loan closet at the Walt Self Senior Center so residents can request to borrow, wheel
220 chairs, walkers, etc., at no cost to the person borrowing, a waiver of release and liability that indemnifies the Town.
221 Boulder County Housing has asked that the waiver of release and liability that indemnifies the Town be used for this
222 project. Equipment borrowed will be checked out by the volunteers when it is brought back to make sure it has not
223 been damaged before the next person would borrow it.
224 BOT discussion concerning responsibilities of the volunteers/Human Services and Aging Commission.
225 Motion: Trustee Barney Dreistadt move to approve Resolution 2015-119.
226 Action: Approve, Moved by Trustee Barney Dreistadt, Seconded by Trustee LaVern Johnson.
227 Motion passed unanimously.
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229 **IX. Items Removed from the Consent Agenda**

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2. Resolution 2015 - 115, a Resolution Approving a Grant Submittal of one Grant To the Regional Air Quality Council (RAQC) Electric Car Charging Station

Toby Russell reported the town is asking the BOT to submit for 2 grants that would match each other to enable this at the Visitor's Center. Lyons Colorado is a small town that plays a large part in the traffic patterns of the region especially during the spring, summer and fall when huge amounts of vehicles pass through in order to visit the Rocky Mountains. Lyons is that launching point before vehicles ascend up one of two canyons that lead to Rocky Mountain Park or take a scenic drive along the Peak to Peak highway. On average over 10,000 vehicles pass through Lyons every day and currently there is no EV charging infrastructure available. Looking at the interactive EV charging station maps (Alternative Fuels Data Center, PlugShare, ChargePoint, etc.) It is clear that there is a geographic need for a Electric Vehicle Charging Station (EVSE) in Lyons. This is especially true since many of the trips taken from Lyons will have steep and long ascents and EV users will want the security of having enough charge before undertaking a trip that would otherwise be restricted by range. Lyons is looking to install one Level II, multi-port EVSE in the downtown area that would allow EV users to top off their charge before continuing up into the mountains. This would increase the amount of vehicles stopping and spending time in Lyons vibrant downtown (EV drivers would stop for between 30 minutes and 2 hours to charge their vehicle). This would benefit local businesses and events as it would create a captive audience to visit the stores or one of the restaurants. Mr. Russell reported the user fees would be incorporated in to the grant for the first 2 years.

BOT discussion concerning who would pay for the cost of charging a vehicle, where it would be located, maintenance, this would be good for economic development, advertising to launch the campaign.

Motion: Trustee Weller move to approve Resolution 2015-115.

Action: Approve, Moved by Trustee Dawn Weller, Seconded by Trustee Barney Dreistadt.

Trustee Greenberg asked for a friendly amendment to change duel to dual in the second whereas and will to would in the fourth whereas. Friendly amendments accepted by Trustees Weller and Dreistadt. Motion passed unanimously.

3. Resolution 2015 -117, a Resolution Approving the Second Amendment to the Covenant and Agreement Respecting the Bradford Homestead and Use of Lot 1, and Agreement Respecting the Use of Lot E

Parks Director Cosgrove reported the attached Memorandum of Agreement (MOA) was presented to the Town by Jim and Kathy Carroll after several meetings with Town Staff during the Parks Flood Recovery Planning Process in relation to Bohn Park as several of the amenities related to the plan as set forth by public process are in conflict with an existing covenant and agreement restricting the uses and development of LOT 1 of the Bradford Purchase. The Memorandum of Agreement (MOA) sets out the details of the allowed amended uses and amenities on the "Southern Portion" of LOT 1 and the terms under which CARROLL will agree to those amended uses and amenities. The MOA pertains only to the amended uses and amenities specifically detailed herein and any additional changes or amendments to the use of the "Southern Portion" of LOT 1 will require a separate agreement. In short, the Bohn Park Flood Recovery Plan, as facilitated thru the Lyons Parks Flood Recovery Planning Process calls out for amenities that go against the standing covenant and agreement the Carroll's have in place and they are willing to work with the Town based on the stated provisions and amendments so that the Town may proceed with the plan as vetted thru the public process. Parks Director Cosgrove reported the Major Provisions/Amendment Items are the following:

- ✓ Skate park-size, location, and operational restrictions as outlined in proposed MOA.
- ✓ Lighted Ball Fields-type of lights to install to maintain minimal light pollution as proposed.
- ✓ Installation of additional landscape buffers to screen property owner from park usage and impacts. Associated costs and timelines to complete work.

BOT discussion included is it premature to agree to amend the covenant before approving the Bohn Park Plan, if the Bohn Park Plan was considered first you would know what the restrictions would be, the town and the Carroll's are amendable to changing the plans.

Parks Director Cosgrove reported the next course of action would be to approve the plan that has been vetted by public process, unless the BOT is intending to make major changes, I would not understand the process to change the plan. Trustee Greenberg asked Parks Director Cosgrove are you saying you have to approve. Parks Director Cosgrove reported if not you would have to go back through the public process. Mayor O'Brien stated we have heard comments in the size of the skate park, maybe we should think about making it bigger, we all agree this is not the plan it is a possible plan that has been discussed by the public but not approved by the BOT. Parks Director Cosgrove stated the skate park is one example, it is also about the traffic, configuration of the ball fields, we can bring the plan Mayor O'Brien called for a motion to approve and stated that he could not support this at this time. Parks Director Cosgrove stated Staff wanted the BOT to know the situation exists and that staff has been working with the Carroll's, that he wanted them to be aware. Trustee Greenberg stated he did not think the BOT was just being made aware if they were being asked to vote on this Resolution. BOT discussion concerning adopting pending adoption of the Bohn Park Plan, adopting simultaneously.

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Kathy Carroll stated that she appreciates that Parks Director Cosgrove and Town Administrator Simonsen let them know that the public process was in conflict with their agreement. Ms. Carroll stated this process was different than before, the way it was approached was very professional. Ms. Carroll stated as a practical matter what this agreement does is put a date certain on the landscaping and additional careening, when the skate park does go in, a practical for us for the placement of the ball fields and the size of the skate park, it will be different than what we thought of as a passive use.

Motion: Trustee Weller moved to approve Resolution 2015- 117 pending the approval of the Bohn Park Plan and for the Town Attorney to revise the resolution accordingly.

Action: Approve, Moved by Trustee Dawn Weller, Seconded by Trustee LaVern Johnson.

Vote: Motion passed (summary: Yes = 4, No = 2).

Yes: Trustee Barney Dreistadt, Trustee Dawn Weller, Trustee Jim Kerr, Trustee LaVern Johnson. **No:** Mayor John O'Brien, Trustee Dan Greenberg.

Motion: Trustee Greenberg moved to close as the BOT and reopen as the Lyons Liquor Authority

Action: Approve, Moved by Trustee Dan Greenberg, Seconded by Trustee Barney Dreistadt.

Motion passed unanimously.

X. Lyons Local Liquor Authority

1. Special Events Permit – Wee Casa’s Winter Fest, December 5th & 6th, 2015

Town Administrator Simonsen reported the Lyons Community Foundation submitted a Special Events Permit application November 6, 2015, the LCF is a nonprofit organization that will conduct the alcohol sales in conjunction with an event for tiny homes. The site was posted on November 6, 2015 and the Clerk’s office has not received any comments for or against. This is a two day event but the SEP is for December 5th only. LCF has asked that the police security requirements be waived. Town Administrator Simonsen stated they will be hosting an event without a flood plane permit for the property, the tiny homes are being removed today and no one will be staying in the tiny homes for the event.

Brent Hollingsted, part owner of the Wee Casa, the event is for an informal panel discussion about the movement plan of the tiny homes and to do fund raising with LCF, there will be music during the day. Mr. Hollingsted stated he did not know if all the tiny homes had been removed but they have been dismantled, we will not be using them for business during the winter months. Mr. Hollingsted stated there will be a perimeter like a beer garden, if you buy a ticket you would get a wrist band, TIPS trained bar tenders will be there to serve, the event will not bleed into the evening. A few tiny homes will be brought in from the outside and you will be able to tour those. A generator will be used to light up the homes and the Christmas decorations. BOT and Staff discussion concerning the flood permits, electric permits. Staff is actively working towards getting the permits in place, Riverbend turned in incomplete paperwork October 30th and has not turned any paperwork back in yet. The BOT directed Mr. Hillingsted to work with staff.

Motion: Trustee Weller moved to approve the Special Events Permit, clarifying the permit is for Lyons Community Foundation. Town Administrator Simonsen stated it is for Lyons Community Foundation.

Action: Approve, Moved by Trustee Dawn Weller, Seconded by Trustee Barney Dreistadt.

Motion passed unanimously.

Motion: Trustee Weller moved to close as the Lyons Liquor Authority and open as the BOT.

Action: Approve Moved by Trustee Dawn Weller, Seconded by Trustee Dan Greenberg.

Motion passed unanimously.

Motion: Trustee Weller moved to close as the BOT and open as the Ethics Board

Action: Approve Moved by Trustee Dan Greenberg, Seconded by Trustee Dawn Weller.

Motion passed unanimously.

XI. Board of Ethics

1. Hearing on Ethics Complaint

Mayor O’Brien reported at the last BOE meeting we accepted a complaint and approved Town Attorney Tim Cox to investigate the complaint, tonight Town Attorney Cox will update the BOE on the investigation into the Ethics complaint. Town Attorney Cox reported the BOE agreed to expedite the process and schedule the hearing for tonight and to give the accused a chance to speak. Town Attorney Cox stated he had receive a letter of written apology from the accused, along with asking to dispense with the hearing

346 tonight. Town Attorney Cox and BOT discussion concerning the complaint. Mayor O'Brien stated in lieu of
347 the hearing I would request a motion to ask the Town Attorney to draft a written reprimand outlining the
348 details of the complaint and the acceptance of blame on the part of the accused. Trustee Greenberg
349 asked if it would be appropriate to have the accused seek out a CML refresher course concerning open
350 meeting laws.
351 **Motion:** Trustee Greenberg moved to request Town Attorney Cox to write the written reprimand
352 outlining the details of the complaint, acceptance of blame and take a refresher course concerning open
353 meeting laws.
354 **Action:** Approve, Moved by Trustee Greenberg. Seconded by Trustee Jim Kerr.
355 **Yes:** Mayor John O'Brien, Trustee Barney Dreistadt, Trustee Dan Greenberg, Trustee Dawn Weller, Trustee
356 Jim Kerr (Trustee Johnson was did not vote on this item) Motion Passes 5-0.
357 Mayor O'Brien stated Trustee Johnson your are valued and everyone in this town loves you.
358
359 **Motion:** Trustee Weller moved to close as the BOE and reopen as the BOT
360 **Action:** Approve, Moved by Trustee Dawn Weller, Seconded by Trustee Jim Kerr.
361 Motion passed unanimously.
362
363 XII. Trustee Reports
364 Trustee Weller reported SFC is looking to work the Confluence Area along with the demolition of the
365 homes to see if any select items could be moved to recycle, we are looking to do this with the Lyons
366 Volunteers. Town Administrator Simonsen reported the town has received further guidance under
367 ownership concerning taking anything out of the homes; we have to make sure no laws are broken by
368 taking anything out of the homes.
369 Trustee Kerr thanked staff for getting him the right to vote for the Town at the MEAN meeting.
370 Mayor O'Brien reported on the article he had written in the Red Stone Review concerning socks for the
371 homeless, a box will be set up at Town Hall and other business around town.
372 Trustee Greenberg reported the Lyons District Library Board meets tomorrow and the Lyons Volunteer
373 Fire Dept meets on December 1, 2015.
374 Trustee Dreistadt stated the Western Star Gallery is opening over the weekend, with the Clarifier Project
375 and the Art Show here at town hall, I believe we are back on the path of being an arts destination.
376 Trustee Dreistadt asked if there would be a way through the parking permits to get license plate numbers
377 as it would be a benefit to see where the people who come to Lyons are from.
378 Trustee Johnson reported on the Lyons Girls Volley Ball Team, the Christmas Parade and Christmas Bazaar.
379
380 XIII. Staff Reports
381 Town Administrator Simonsen updated the BOT on the following;
382 New Eagle Protection Act
383 Negotiations with Riverbend 
384
385 XIV. Adjournment - Trustee Greenberg moved to adjourn at 9:30 pm, Trustee Kerr seconded the motions with
386 all in favor thereof.
387
388 Respectfully submitted,
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390
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392 _____
393 Deb Anthony, MMC – Town Clerk
394 _____
395 Mayor John E. O'Brien
396 "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: VIII - 3
Meeting Date: April 18, 2016

Subject: Resolution 2016 - 43, A Resolution Setting a Goal for Affordable Housing in the Town of Lyons and Setting Forth Potential Measures and Incentives to Accomplish Such Goal

Presenter: Cody Humphrey – Housing Recovery Coordinator

Background: The Lyons Board of Trustees asked Town Staff (Staff) and the Special Housing Committee (SHC) to research and recommend ways in which the Town can achieve the goal of developing affordable housing within the Town of Lyons. In early March 2016, Staff and the SHC presented an Affordable Housing framework draft that proposed ten guidelines the Town should consider when looking to propose pass policy centered on affordable housing. Using this framework as a basis, Trustee Sullivan and Trustee Greenberg drafted a resolution in early April that sets a goal for affordable housing in the Town with a list of potential measures and incentives to accomplish this goal. The resolution outlines the reasoning behind why an affordable housing measure is being proposed for the Town and directs Staff to further explore policy strategies in support of affordable housing.

Staff Recommendation:
Approval of Resolution 2016-40

TOWN OF LYONS, COLORADO
RESOLUTION 2016-43
A RESOLUTION SETTING A GOAL FOR AFFORDABLE HOUSING IN THE TOWN OF
LYONS AND SETTING FORTH POTENTIAL MEASURES AND INCENTIVES TO
ACCOMPLISH SUCH GOAL

WHEREAS, the Town of Lyons Board of Trustees (the “Board”) believes that a socially and economically diverse community contributes positively to the character of the Town of Lyons (the “Town”) and enhances sustainability; and

WHEREAS, the current housing stock in the Town is comprised primarily of market-rate, single-family homes; and

WHEREAS, the Board believes that much of the Town’s diversity originates from its residents; and

WHEREAS, the Board believes it is important for people who work in the Town to have opportunities to live in the Town; and

WHEREAS, the majority of homes lost in the September 2013 flood were affordable to residents earning less than eighty percent of the average median income for Boulder County (“Boulder County AMI”); and

WHEREAS, the Town’s rich history of diversity is in jeopardy due to the loss of those affordable homes as well as the trend toward housing being less affordable for individuals earning below eighty percent of the Boulder County AMI; and

WHEREAS, it has become significantly more difficult for low- to moderate-income persons, such as local workers, senior citizens, and artists, to live in Lyons without being “housing-burdened” (defined as the need to spend thirty percent or more of monthly income on housing); and

WHEREAS, certain segments of the local population, such as local workers, senior citizens, and artists, among others, may prefer smaller, more affordable housing; and

WHEREAS, Housing Objective 1.2 in the 2010 Comprehensive Plan states that diversifying the housing stock is a priority for the Town, and provides strategies for increasing housing options that are attainable for persons who do not possess the means or desire to purchase a market-rate, single-family home; and

WHEREAS, Housing Objective 1.3 of the Lyons Recovery Action Plan describes the importance of replacing the affordable housing lost to the September 2013 flood; and

WHEREAS, in order to diversify Town housing stock and to replace the housing lost in the flood, the Board of Trustees desires to explore and implement strategies that will increase the supply of housing that is attractive to a wide range of residents, and thereby to promote housing affordability, through local regulations and processes that will facilitate a variety of housing types and affiliation with programs that provide financial assistance for housing.

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

Section 1. The Board of Trustees hereby declares that, in order to promote the general health, safety, and welfare of the Town's residents, it is in the Town's best interest to set a goal for the number of housing units that are permanently affordable to residents earning eighty percent or less of the Boulder County AMI at approximately ten percent of the total housing stock within the Town limits, with a majority of affordable units meeting the needs of residents earning sixty percent or less of the Boulder County AMI.

Section 2. The Board of Trustees hereby declares that in order to accomplish the Town's affordable housing goal, the Board may consider adopting specific measures including, but not limited to: (1) zoning changes that allow for denser development where it otherwise would not be permitted; (2) annexation conditions that favor affordable housing; (3) conditions on further market-rate, single family home construction; (4) deed restrictions and covenant controls on market-rate housing and land leases; and (5) use of Lyons Urban Renewal Authority funds for projects combining commercial and residential development and placing as instruments of affordable housing. This list of measures shall be considered illustrative, and shall not be interpreted to exclude any appropriate affordable housing strategy not specifically referenced herein.

Section 3. The Board of Trustees may utilize incentives to accomplish the Town's affordable housing goal. These incentives may include, but are not limited to: (1) land swaps; (2) reduced tap and permitting fees; (3) property tax exemptions; and (4) density bonuses. This list of incentives shall be considered illustrative, and shall not be interpreted to exclude any appropriate affordable housing incentive not specifically referenced herein.

Section 4. The Board of Trustees hereby authorizes Town staff to examine opportunities and propose lawful means for adopting and implementing affordable housing measures in accordance with the intent of this Resolution and as appropriate, subject to the advice of the Town Attorney, and to seek grants or other appropriate funding to assist in these efforts.

Section 5. This resolution shall be effective upon its adoption.

ADOPTED THIS 18th DAY OF APRIL 2016.

TOWN OF LYONS, COLORADO

John E. O'Brien, Mayor

ATTEST:

Deb Anthony, MMC - Town Clerk

March 2016 - Monthly Report

Department: Administration (Victoria Simonsen and Deb Anthony)

Highlights of the Month:

- April Election: Final Results available on Website.
 - New Board of Trustees Orientation scheduled for Saturday, April 16, 2016
 - CIRSA Safety Audit – Public Works and Parks scored 100%, Administration scored 90%
 - Interviewing for the Utility Clerk Position and preparing for the Human Resource Position
 - Valley Bank – Craig Ferguson, meetings with Craig and Jerry Moore concerning the project
 - Riverbend project and zoning change in progress
 - Designated Emergency Response Authority – records request
 - Sharon McConnell – Garver Subdivision realigning the lots
 - Municode – getting update ready to send
-
- Cash Flow Concerns: Staff will be updating the Board of Trustees at the orientation on the latest projections regarding flood recovery and cash flow concerns. The Town has requested a meeting with the Colorado Recovery Office to discuss our situation and seek guidance on funding future projects.

Department: Economic Development and Community Relations (Jacque Watson)

Highlights of the Month:

Heavy construction on the Main Street project: large storm drainage culverts are going in and curb work is beginning. After some underground utility issues were resolved, work at the light (McConnell and Stone Canyon) continues.

Board and/or Commission Items:

- working with Parks and Public Works staff to clean up Main Street sidewalks and to schedule painting of parking lines between 3rd and 5th Avenues; reviewing the landscaping plan in order to fill in empty areas with compatible plantings.
- DOLA will not authorize the use of the \$2,500 Main Street Mini-grant to help pay for the Hotel Feasibility Study, as it is not a part of the 2016 Lyons Main Street Annual Work Plan. EDC now plans to use this grant to purchase banners for the streetscape area on east Main.
- Seth Portner was sworn in at the PCDC meeting April 11, 2016.
- Staff worked successfully with the Lyons Historical Society to execute a lovely Quasquicentennial Commemorative Event at Town Hall, Monday, April 4. There will be similar presentations during May History month and at Good Ol' Days.
- The Lyons Area Chamber of Commerce appointed one new board member: Jenna Brink, she owns Lyons Mane Hair Salon in town. The Chamber has hired a new administrative assistant, Vanessa Lamb. She begins work April 11. The March Chamber Social was held at Lyons' new restaurant, Farmer Girl, owned by Tim Payne. The Lyons Economic Development Commission will host the April Chamber Social at the Town Hall Plaza. Board of Trustee members are invited to attend.
- Chris Ralston was nominated by Lavern Johnson to become a member of the Boulder County Business Hall of Fame, and she was selected! Mrs. Ralston will be recognized for this prestigious honor April 27 by the area's top business leaders at a luncheon to be held April 27 at the Plaza Convention Center in Longmont. She and her husband Steve have maintained their antiques business in Lyons since 1974.
- A new Hotel/Restaurant Liquor License application has been received; Mojo Taqueria hearing is set for May 2.

- Three variance applications have been received; 224 Seward has been returned as ineligible; Hayden hearing is set for May 5; Shrestha hearing is set for May 5.

Business License, Building Department and Code Enforcement

- *Five New Business License* – Bates Motel II, 310 Main; Claire Thomas-Duckwitz, Ph.D., 440 Main; Jonelle Tucker, Coldwell Banker; Mojo Taqueria, 216 Main Street.
- *Nine New Contractor Licenses & several renewals*
- *Code Enforcement* – two reported code violations. Follow up is scheduled by Code Enforcement Officer
- *Building Permits* – 23 permits issued (residential, reroofs, deck, basements)
- *2016 Flood Plain Development Permits* – no new permits this month

Economic Development Associate Highlights:

- Transitioning into electronic BOT packets
- Created pages and envelopes for Commemorative Stamp Cancel
- Worked with Sustainability Coordinator for 2016 Garage Sale and Clean-up weekend
- Attended Brownfield webinar, with discussion as to how it relates to smaller towns, and possible opportunities
- Attended CO Main St. Program “Think Tank” – an open brainstorming session, with other Main St. Managers around the state
- Attended various meetings with Town Officials and the hired consultants, for continuous communications on the LPPA planning process
- Worked closely with project engineers for weekly updates on ongoing recovery and capital projects
- Ongoing meetings with EDC members and local businesses for preparation of business analysis
- Building each page on the tourism website for SEO enhancement
- Ongoing work with planning committee and creating materials for “Last Thursdays”
- Met with Chamber of Commerce president, to discuss future coordination with EDC
- Created 125th Anniversary logo; designed pins and stickers
- Ongoing work with EDC Chairman and ED Manager for upcoming Chamber Social, hosted by the EDC
- Preparing first business newsletter, to be launched second week of April

Continuous

- Daily updates to the website, including managing the calendars and fine-tuning pages and outline
- Working with Toby Russell and Trustee Barney Dreistadt on the Business Impact Analysis Spreadsheet. This document collects voluntary information from participating businesses to analyze impacts of public events, private events, and other relevant influences on local business.
- Updating the tourism website with businesses and events
- Semiweekly e-blasts to the community
- Working with staff for any website issues, including building and allotting permissions to pages, electronic agendas & packets, calendars, etc.
- Movement of 125th Anniversary logo across all platforms

Department: Parks, Recreation & Cultural Events (Dave Cosgrove)

Highlights of the Month:

- Meadow Park construction and oversight continues. The main river restoration is scheduled to be completed by spring runoff. All major structures in the river have been completed, and remaining river work includes terracing of banks and river bank re-vegetation. Landscaping has begun in the eastern core of the park. The playground wall has been installed; paths have been surveyed and laid out. The installation of the irrigation lines has begun with the main in this area completed. The bridge to the island was put into place on the last day of March. Clearing, grubbing

of the island has been completed and the final grading and layout of the path will take place within a few weeks. The week of April 11th, we will begin putting in the tent/picnic sites along with the paths through this section of the project. All buildings are more than 80% complete and should be completed in the next couple of weeks. Crews will be working from east to west to get the front and middle sections of the park completed. Landscape crews will begin to install willows and erosion control blankets along the river banks prior to spring runoff to control erosion of the banks. Town staff and contractors met this week to discuss project schedule and milestones related to the following:

Town of Lyons Project Schedule/Milestones:

May 25, 2016-Park Open for RV Camping

July 1, 2016-Grand Opening Date per Contract

July 16-July 25, 2016-Town of Lyons Lease with Planet Bluegrass for RockyGrass Festival

Staging of Project to Meet Scheduling Objectives/Strategy:

-Riparian Restoration Plan to Meet Spring Run-Off Demands

-Completion of Work/Landscape to complete requirements of adjacent landowner agreements

-Staging of work to ensure use of areas needed for opening of camping and festival season. i.e. completion of front entrance improvements, parking lot/access roads and turnaround, north trail from front entrance, clean up and repair of east parking lot and tent sites, water line construction coming out of park, east core completion including all tent/picnic sites and landscaping, river corridor work/restoration from structure 1 thru 4 including trails and all plant materials.

It was determined that there may need to be some adjustments to the general public grand opening date to allow for proper "grow-in" times for certain landscape areas, but overall, milestone dates could be reached.

- The 2016 Lyons Bohn Park Final Design and Bid Project are underway and staff and consultants have been meeting weekly on Thursdays since the start of April. A public meeting to discuss skate park design is scheduled for April 28 at Town Hall from 6-7:30 pm. Information is being posted and sent to stakeholders. Updates will be posted to the Lyonsparks.mp website and will be given to the BOT.
- Parks staff has had representation at the stream project meetings to ensure these projects are working together, particularly on possible areas of overlap, so there is consistency and coordination between projects through town. Grading, planting plans, seed and plant types in addition to other areas are all being considered.
- Parks staff is awaiting an answer from FEMA on the repair and upgrade for the irrigation at the Library/RTD/Sandstone Park areas as part of the Meadow Park contract as these areas are watered off of the Lyons Ditch and operated off of the irrigation clock in Meadow pre-flood. These areas tie into the main that comes out of Meadow Park and need to be repaired in order to water these areas.
- Parks staff has completed the landscape plan for the Bohn Park Berms by March 1, 2016 per the Second Amendment to the Covenant and Agreement Respecting the Bradford Homestead and Use of Lot 1 and Agreement Respecting the Use of Lot E (Carroll Agreement) and has met with the Carroll's to finalize the plan. Based on that plan Parks staff solicited bids from several qualified landscape companies to complete the work by the June 1, 2016 deadline outlined in the agreement and will need to confirm which funding source to utilize to complete project. A contract has been prepared for the completion of this work.
- Planning for Good Old Days and the Lyons River Run 5k are proceeding and information should be available soon.
- Lyons Outdoor Games event planning is going well and press releases and other information will be released soon.
- The demolition of the Bohn Park structures will take place next week-rest room and concession stand.
- **Sandstone Summer Concert Series & Farmers Market scheduled**
 - June 9th- Lazer Bunny
 - June 16th- Take down the door
 - June 23rd- Halden Wofford & the Hi*Beams
 - June 30th- Blue Canyon Boys
 - July 7th- Bonnie & the Clydes

July 14- Tupelo Honey
July 21st- Interstate Stash Express
8- July 28th Arthur Lee Land
Aug. 4th- The Tiller's band
Aug. 11th- Samba Dende

- Parks staff is working to complete the process to ensure the continued eagle monitoring needed to fulfill the take permit granted to the Town. Currently monitoring services are being completed by Eco-System Services under the Stream Project and will be through the month of May. Received a final proposal from Ecos on the eagle monitoring. Starting the services agreement for legal to review and would like to take to the board on May 2nd.
- Hunter Education Course - The Town of Lyons Department of Parks, Recreation & Cultural Events hosted State of Colorado Division of Wildlife volunteers who taught a hunter education course at the Walt Self Senior Housing community room with 40+ attendees
- Active Adult 50+ Birthday Celebration - An Active Adult Birthday Celebration was held on February 26, 2016; there were 15 attendees.
- Lyons Youth Soccer Practice began at the beginning of March on the Multi Use Field

Board and/or Commission Items:

PRC Meeting-April 11 @ 6pm Agenda:

- 1) Meadow Park Phase II Update
- 2) Bohn Park Flood Recovery Final Design and Bid Project-Timeline and Update
- 3) Parks Flood Recovery Plan-Approval/Plan to be available to PR
- 4) Good Old Days/River Run Update
- 5) Sandstone Summer Concerts Update
- 6) Other Discussion

Employee Issues / Highlights:

- Job Postings-Parks currently has postings available for a Summer Park Host in Meadow Park and the Parks Summer Seasonal Maintenance Position

Safety Requirements Completed:

- Parks staff assisted in achieving 100% scoring on all CIRSA compliance audits related to Parks and Public Works.
- Required CIRSA paperwork-monthly vehicle, equipment, facility and park inspections, etc

Upcoming Events to Communicate to Public / Board / Staff:

- April 18th board meeting –Parks Staff to present the following:
- Contract Approving Work for the Bohn Park Berms
- **Arbor Day** Colorado's Arbor Day is the third Friday in April-April 15, 2016. The Town of Lyons Ecology Board encourages residents to plant new trees on their property in strategic locations to begin to subsidize the number of older trees that won't be with us much longer or may have been damaged due to recent storms, drought or disease. The Town of Lyons Ecology Board and the Department of Parks, Recreation & Cultural Events will once again be holding a tree giveaway at the Lyons Elementary School. Students interested in being part of the tree giveaway may pick up an entry form at the Lyons Elementary School office, Lyons Town Hall, or on the Town of Lyons website. An assembly will be held Friday, April 22nd at the school. Students will receive a Tree for participating in the contest
- Upcoming Recreational Opportunities (See Newsletter for Details):
 - Thursday Basketball League
 - Lyons Kids Kayak Club
 - Girls Softball
 - Baseball Registrations
 - **BASEBALL/SOFTBALL COACHES AND SPONSORS NEEDED**
 - Meadow Park RV Camping Opening May 2^{5th} and Tent Camping Opening July 1st

- Discount Dog Days
- American Red Cross Babysitter's Training
- Renaissance Adventures Kids Camp
- Active Adults 50+ Book Club \Free Active Adults 50+ Fitness Class
- Youth Mindfulness Summer Series T
- Lyons Tennis Lessons for Kids
- Lyons Tennis Camps for Kids
- Day Trip to the Arvada Center

Department: Public Works (Kyle Miller)

- NLine trimmed, and continues to trim trees in power lines
- Installed phone conduit at the WWTP
- Installed electrical conduit at Lyons Finest for rerouting service line
- Repaired phone conduit at the Lyons Depot
- Repaired minor leaks at the pump station
- Successfully passed State Water Survey
- Repaired major water leak at 236 Park Street involving 2, 797,000 gallons of water
- Snow Removal for two large snow storms
- Responded to several power outages
- Replaced broken pole at 5th and McCall Alley
- Repaired Seward storm drainage collapse
- Discovered pump station SCADA issues
- Repaired McConnell lift station repair
- Repaired Clarks lift station
- Multiple repeated locates (Total Locates to date = 667)
- Patched several pot holes
- Grading McConnell temp bridge

Department: Recovery Housing (Cody Humphrey)

Highlights of the Month:

- Working with the volunteers of the Special Housing Committee drafting an Affordable Housing Policy Framework. This Framework was drafted to help 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. The draft of the policy framework along with slide presentation was presented to the BOT at a workshop session on March 7th. Based on comments from the Trustees, Cody has continued to revise the document with the help of the Housing Committee as well as the town's attorney, Kathie Guckenberger.
- Provided a narrative and timeline to the Boulder County Collaborative who is advocating for the use of the earmarked \$4 million in CDBG-DR funds to be used to purchase land to be used for an affordable housing project.
- PUD entitlement process for the Valley Bank project where six Habitat for Humanity homes are proposed to be built. After the project was held off by the developer for several weeks, the project came back to the table to finish the last rounds of entitlement. The timeline for the completion of the PUD entitlement has been adjusted accordingly with input for the town attorney.
- Work with the Town's Flood Recovery Planner on the Primary Planning Area project for the Town. The first community engagement meeting was mid-March where residents from within and outside Lyons were asked to partake in providing community feedback on questions regarding what they would like to see in the Town's Eastern

Corridor Planning Area. Cody will continue to be a part of the process as an advocate for affordable housing as the project begins in mid-March.

- Involved in the BoCo Strong Resiliency Initiative, as the liaison between BoCo Strong and the community volunteers partaking in the Initiative. This program is seeking to help empower volunteers to become community leaders as well as provide guidance so that these volunteers identify community stressors which they can address through resiliency projects.

Board and/or Commission Items:

- During the April 18th BOT meeting, the Trustees will vote to approve an Affordable Housing Policy Resolution. The Resolution will establish the basis for the Town's support for future affordable housing developments.

Other Items Needing Attention:

- On April 11, 2016, Cody gave his two-week notice to leave his position at the Housing Recovery Coordinator for the Town. His last day will be Friday, April 22, 2016.

Department: [Flood Recovery Planning \(Matt Manley\)](#)

Highlights of the Month:

- Kicked-Off LPPA Master Plan – Eastern Corridor Public Meeting #1
- Attended full-day workshop on Bicycle Facility Design and Liability
- Assisted and attended BoCo Strong Leadership Resilience Training and Staff Meetings
- Attended Confluence Neighborhood Meetings
- Started Draft RFP for Planning for Newly Acquired Properties (Confluence)

Upcoming Events to Communicate to Public / Board / Staff:

4/14/16 – LPPA Master Plan – Eastern Corridor Public Meeting #2

4/28/16 – LPPA Master Plan – Eastern Corridor Public Meeting #3

Department: [Sustainability \(Toby Russell\)](#)

Highlights of the Month:

- Building Services RFP: Worked with staff and external stakeholders to create an RFP that will allow the town to put its Building Services (permitting, etc.) out to bid. Doing this will not only ensure that the town is partnering with a consultant that is the most qualified/competitive but will also allow the town to better negotiate solar permitting rates and vet consultants for their ability to support the town updating building codes (both priorities from the LESAP).
- Investigating Participating in Geo-Thermal Pilot Program: Have had ongoing discussions with Colorado Solar Energy Industries Association (COSEIA) and the Governors Energy Office about a Geo Thermal heating and water heating pilot program for municipal and coop utility customers. This seems a good fit for Lyons as it will save participants money and reduce the towns peak load. The only challenge is scale—COSEIA is look to secure 100 participants. I will be running this by UEB and SFC before bring this to the board for input.
- Supported CSU Extension Energy Study: Continue to support CSU Extension Energy Study by providing data and setting up stakeholder meetings that will provide additional energy recommendations for the town to implement. This process will include an energy audit of town owned properties.
- Sustainability Matching Grant Approved: Board of Trustees approved the Boulder Count Matching Sustainability Grant along with \$10,000 match (previously approved in SFC's 2016 budget). This grant will fund the Sustainability Coordinator position through June 2017.

Board and/or Commission Items:

Planning Zero Waste Events: Sustainable Futures Commission and the SFC Waste Working Group have been working diligently to coordinate Zero Waste at town events along with the Community Yard Sale and Spring Clean Up Day.

- Event Business Impact Assessment: As a member of the EDC and to help support the economic sustainability leg of my role I worked to create a tool that will help to measure the economic impact of events on businesses in the town. The EDC plans to enroll 10-14 businesses to share 2015 receipt data (anonymously) to map against events, weddings and other happenings to determine the impact on various industries and economy in general. This will be presented to businesses at the Chamber/EDC event on April 26th businesses, schools and residents about zero waste. Eco-Cycle got approval from the Board to apply for the same grant last year and were asked by the EPA to reapply this year.

Upcoming Events to Communicate to Public / Board / Staff:

- Wilderness Fair & Earth Day Celebration (NEW)
Sandstone Park on 4/24 @ 8am-3pm
- Sustainability Table @ EDC/Chamber Mixer:
Town Hall Plaza on 4/26 @ Time TBD
- Community Yard Sale:
Various Residential Locations & Sandstone Park on 5/21 @ 8am-Noon
- Clean Up Day:
Bohn Park on 5/22 @ 9am-1pm
- Zero Waste @ Outdoor Games:
Bohn Park on 6/3-6/4