DRAFT AGENDA

TOWN OF LYONS

7:00 P.M., MONDAY, MAY 2, 2016

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. Staff Reports
   - 5.I. Highland Ditch Update
   - 5.II. CDOT Stream Work Update
   - 5.III. Xcel Energy Line Installation
6. Audience Business
   Limited to 15 minutes - all comments limited to 4 minutes per person.
7. Board And Commission Update (15 Min)
   - 7.I. Watershed Board
8. General Business
   - 8.I. Resolution 2016 - 44, A Resolution Changing The Name Of Meadow Park To LaVern M. Johnson Park In Recognition Of Her Lengthy And Dedicated Service To The Town

     Documents: 44-MEADOW PARK RENAME LAVERN JOHNSON PARK RESO.PDF
   - 8.II. Resolution 2016-42, A Resolution Approving The First Amendment To The Memorandum Of Action Agreement Between The Town Of Lyons And Lyons Properties, LLC

     Documents: 42-AGENDA COVER SHEET (RESO 16-42 APPROVING FIRST AMENDMENT TO MOA) (2).PDF, 42-2016-RESOLUTION 42 APPROVING FIRST AMENDMENT TO MOA.PDF, 42-ATTACHMENT A TO AGENDA COVER SHEET (16-42).PDF, 42-ATTACHMENT B TO AGENDA COVER SHEET (16-42).PDF, 42-ATTACHMENT C TO AGENDA COVER SHEET (16-42).PDF, 42-ATTACHMENT D TO AGENDA COVER SHEET (16-42).PDF, 42-FIRST AMENDMENT TO MOA.PDF
9. Guidance For Special Housing Task Force
10. Guidance For Lyons Primary Planning Area (LPPA)
11. Liquor Licensing Authority Consent Agenda
    - 11.I. Special Events Permit - Lyons Outdoor Games-Town Of Lyons, June 4, 2016

Documents: SPECIAL EVENTS PERMIT LYONS OUTDOOR GAMES.PDF

11.I.i. Mojo Taqueria – Hotel Restaurant Liquor License

Documents: MOJO TAQUERIA HOTEL RESTAURANT LICENSE.PDF

11.I.ii. Special Events Permit - Lyons Community Foundation At Riverbend 501 W Main Street

Documents: SPECIAL EVENTS PERMIT LYONS COMMUNITY FOUNDATION.PDF

12. Consent Agenda

12.I. April 18, 2016 BOT Meeting Minutes

Documents: OUTGOING APRIL 18 2016 1.PDF, INCOMING BOT APRIL 18 2016 1.PDF

12.I.i. May Accounts Payable

Documents: BOT PAYABLES 050216.PDF

12.I.ii. Resolution 2016-45, A Resolution Authorizing A Professional Services Agreement For Material Testing For The Water Transmission Line Phase 2

Documents: 45-QUALITY ASSURANCE MATERIALS TESTING FOR WATER TRANSMISSION LINE PH 2 - RECOMMENDATION OF AWARD.PDF, 45-RESOLUTION 2016-XX WATER TRANSMISSION LINE PH 2 QA-MATERIAL TESTING.PDF, 45-LYONS CIP 2015-2016 - TERRACON.PDF, 45-WATER LINE EXTENSION - P22161037.PDF

12.I.iii. Resolution 2016-46 A Resolution Approving An Eagle Monitoring Contract With Eco Services

Documents: 46-COVER LETTER FOR SERVICES AGREEMENT-EAGLE.PDF, 46-BGEPA MONITORING SERVICES CONTRACT RESO 4 21 16.PDF, 46-BGEPA MONITORING SERVICES AGREEMENT FINAL.PDF

12.II. Resolution 2016-47, A Resolution Accepting A Permanent Easement Agreement And Temporary Construction Access Easement Agreement

Documents: 47-RESO 16-47 - ACCEPT EASEMENT AGREEMENT AND TCE.PDF, 47-EXHIBIT 1 TO RESO 16-47.PDF, 47-EXHIBIT 2 TO RESO 16-47.PDF, 47-EXHIBIT 3.PDF

13. Ordinances

13.I. Public Hearing, Second Reading, Ordinance 999, An Ordinance Conditionally Rezoning Property Action Within The Town Of Lyons, Commonly Known As 501 West Main Street, From The R-2 Medium Density Zone District To The PUD-C Commercial Planned Unit Development District And Conditionally Approving The Final PUD Plan

Documents: 999-RIVER BEND STAFF REPORT BOT 4 18 16 REV 4 28 16 AS SENT.PDF, 999-ORDINANCE 999 - RIVERBEND REZONING AND FINAL PUD PLAN APPROVAL.PDF, 999-RIVER BEND PUD - REQUEST AND RATIONALE - 040116.PDF, 999-RIVER BEND PUD - DRAINAGE REPORT - 033116.PDF, 999-RIVER BEND PUD - DRAWINGS - 040116.PDF

13.I.i. Riverbend Letters Of Concern And Support

Documents: RIVERBEND LETTERS OF CONCERN AND SUPPORT 2016.PDF,

RIVERBEND LETTERS OF CONCERN 2016.PDF, RIVERBEND SUPPORT LETTERS 2016.PDF

14. Items Removed From The Consent Agenda

15. Trustee Reports

16. Adjournment

RESOLUTION 2016-44

A RESOLUTION CHANGING THE NAME OF MEADOW PARK TO LAVERN M. JOHNSON PARK IN RECOGNITION OF HER LENGTHY AND DEDICATED SERVICE TO THE TOWN

WHEREAS, pursuant to Sections 31-25-301 and 31-25-303, C.R.S., the Lyons Board of Trustees has the authority to maintain public parks and to improve and govern such parks; and

WHEREAS, the Town currently maintains several public parks, including Meadow Park; and

WHEREAS, LaVern McConnell Johnson ("Mrs. LaVern") moved to the Town of Lyons ("Town") in 1928, at the age of six months with her parents Bernie LaVern and Irene McConnell to farm the John Reese Farm; homesteaded in 1862; (now known as Lyons Valley Park; from which Reese Street and McConnell Drive are named). She graduated from Lyons High School in 1945, and has been actively involved in numerous civic endeavors to maintain and enhance the quality of life for residents of the Town; and

WHEREAS, Mrs. LaVern's civic endeavors have included membership and leadership in various school committees-1948, formation of the Lyons Historical Society dba the Lyons Redstone Museum-1977 (the town's 1881 schoolhouse), the Lyons Historic District-1978, the Red Rock Ramblers Square Dance Club-1958, as well as involvement with numerous efforts to support and establish parks and recreation facilities in the Town, including helping to create and support the Town's Parks and Recreation Department; and

WHEREAS, since 1965, Mrs. LaVern has provided over 50 years of service in support of the Town's park and recreation functions by serving on the Town's Parks and Recreation Commission and participating in efforts to acquire, fund, build, and enhance numerous recreational facilities in the Town, including sports fields, trails, Meadow, Bohn, and Sandstone Parks; and

WHEREAS, Mrs. LaVern has served on various committees responsible for community events and celebrations, including serving continuously on the Lyons Good Old Days Committee since 1976; and

WHEREAS, Mrs. LaVern has advanced the interests of the Town and its residents and continued her support of the Parks and Recreation Department and Lyons History by serving as a member of the Board of Trustees of the Town of Lyons for a total of over 13 years; and

WHEREAS, the Board of Trustees desires to change the name of Meadow Park to LaVern M. Johnson Park in recognition of Mrs. LaVern's lengthy and dedicated service to the Lyons community.

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

Section 1. That the Board of Trustees hereby changes the name of Meadow Park to LaVern M. Johnson Park in recognition of LaVern M. Johnson's lengthy and dedicated service to the Lyons community.

Section 2. The Board of Trustees hereby authorizes and directs the Town Administrator to make appropriate changes to Town signage, maps, and other publications and materials to reflect the change in the park's name from Meadow Park to LaVern M. Johnson Park. The Board of Trustees further directs staff to present for its consideration an ordinance to revise as appropriate all references to Meadow Park in the Lyons Municipal Code ("Code"), including but not limited to Section 11-4-60 of the Code.

Section 3. This resolution shall take effect upon its adoption.

TOWN OF LYONS

By: _____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, MMC - Town Clerk

Town of Lyons, Colorado
Board of Trustees
BOT Agenda Cover Sheet
Agenda Item No: _____
Special Meeting Date: _____ (week of 4/25)

TO: **Mayor Sullivan and Members of Board of Trustees**

FROM: **Marcus McAskin**

DATE: **April 21, 2016 (Special Meeting Date TBD)**

ITEM: **Resolution 16-42: Approving First Amendment to the Memorandum of Agreement between the Town of Lyons and Lyons Properties, LLC**

_____ ORDINANCE
__X__ MOTION / RESOLUTION
_____ INFORMATION

I. **REQUEST OR ISSUE:** Resolution 16-42 ("Resolution") approves the First Amendment to that certain Memorandum of Agreement entered into by and between the Town of Lyons and Lyons Properties, LLC, which has an effective date of January 12, 2016 (the "MOA").

The Board of Trustees approved the MOA via Resolution 16-04 on January 4, 2016. A copy of the Resolution 16-04 and the MOA is attached to this Agenda Cover Sheet memo as **ATTACHMENT A**.

The Town owns and operates Meadow Park located at 601 Park Drive and Lyons Properties, LLC ("LP") owns property addressed at 501, 503 and 517 W. Main Street in Lyons, Colorado (the "LP Property").

The MOA addresses a number of topics regarding these two properties, including the following:

(a) Recognizing the agreement between LP and the Lyons Ditch Company attached to the MOA as Exhibit 8 ("Ditch Agreement") regarding the establishment of a permanent easement on the LP Property for Water Control Structure (a copy of the Ditch Agreement is attached to this Agenda Cover Sheet memo as **ATTACHMENT B**).
(b) The process to finalize an easement for the Town's water control structure partially located on the LP Property (the "Water Control Structure Easement & Agreement" referenced in Section II of the MOA).
(c) The process to finalize an easement for Town utility infrastructure located on the LP Property, specifically related to potable water and wastewater infrastructure (the "Potable Water and Wastewater Line Easement & Agreement" referenced in Section III of the MOA).

(d) The process to finalize an easement for certain temporary revegetation work to be completed by the Town on the LP Property (the "Temporary Revegetation Easement & Agreement").
(e) **Memorializing the process by which the Town and LP will cooperate to establish the permanent boundaries between the LP Property and Meadow Park (set forth in Section V of the MOA)**.
(f) Memorializing the Town's agreement not to maintain any permanent access paths to the Water Control Structure and other agreements related to permanent and temporary signs (set forth in Section VI of the MOA).
(g) Setting forth certain procedures related to the reservation of the Diversion Area (set forth in Section VII of the MOA).
(h) Memorializing the agreement of the Parties with respect to liability associated with the Diversion Area (set forth in Section VIII of the MOA).
(i) Memorializing the agreement of the Parties with respect to the issuance of certain water and sewer taps to serve the LP Property (set forth in Section IX of the MOA).

The proposed First Amendment to the MOA (the "Amendment") is attached to this Agenda Cover Sheet Memo as **ATTACHMENT C**. The main purpose of the Amendment is to revise Section V of the MOA (Establishment of Permanent Boundaries) to specifically authorize the Parties to establish the permanent boundary between Meadow Park and the LP Property via (1) a boundary line agreement as authorized by C.R.S. § 38-44-112; or, (2) if necessary, to jointly petition the District Court in accordance with C.R.S. §§ 38-44-101 *et seq*.

Therefore, although the MOA has multiple purposes and addresses multiple topics, the Amendment is specifically targeted on (e) above; namely the establishment of the permanent boundary between Meadow Park and the LP Property.

II. **RECOMMENDED ACTION / NEXT STEP:** Review and approval of the Amendment, by and through adoption of Resolution 16-42. The approval and adoption of Resolution 16-42 specifically approves the Amendment in the form attached to the Resolution and:

(1) authorizes the Town Administrator and the Town Attorney to negotiate non-material changes to the Amendment in order to finalize same prior to execution by the Mayor;
(2) authorizes the Mayor to execute the Amendment in substantially the form attached to the Resolution upon approval of the final form of the Amendment by the Town Attorney; and
(3) specifically delegates authority to the Mayor, in consultation with the Town Administrator and Town Attorney, to execute any resulting boundary line agreement or quitclaim deed necessary to clarify the boundary line between Meadow Park and the LP Property.

III. **FISCAL IMPACTS:** None.

IV. **BACKGROUND INFORMATION:** As set forth above, the MOA was previously approved by the Board of Trustees pursuant to Resolution 16-04. The parties included in the MOA a process to establish boundaries between Meadow Park and the LP property because the

2013 flood changed the course of the North St. Vrain Creek and created an uncertain boundary between the two properties.

The main purpose of the proposed Amendment is to revise Section V of the MOA specifically to authorize the Town and LP to enter into a boundary line agreement, as authorized by C.R.S. § 38-44-112. Although the Amendment also contemplates a district court action as an alternative approach to establishing the boundary line, the intent of the parties is to work together on a mutually agreeable boundary line agreement.

As executed, the MOA requires that the Town will obtain and pay for a new survey of all of the properties affected by the MOA, including the LP Property. Both the Town and LP must approve the survey under the MOA.

On Wednesday, April 6th, the email string attached hereto as **ATTACHMENT D** and the plat titled "WEST LYONS REPLAT" was forwarded to the office of the Town Attorney for the first time. Following our initial review of the document, this office advised Staff that: (a) the item could not be scheduled for PCDC consideration until such time as notice of the public hearing regarding the proposed minor subdivision had been published; and (b) an amendment to the MOA would be required given that the MOA clearly contemplates a land survey and not a plat, and that LP would need to agree to this different method for establishing the boundary line.

In subsequent telephone discussions with LP, including Jerry Moore and LP's attorney Karen Henderson, LP confirmed that LP did not agree with the plat method for establishing the boundary line. Instead, LP wanted to complete the process to establish the permanent boundary between by completion of a survey as required by the MOA.

In investigating this matter, this office determined that the Colorado statutes provide alternative methods to establish property boundary lines where such lines are disputed. On such method authorizes parties to enter into a boundary line agreement. The full text of the statute is as follows:

> *C.R.S. § 38-44-112 Agreements*
>
> Any uncertain line, uncertain corner, or uncertain boundary of an existing parcel of land that is recorded in the real estate records in the office of the clerk and recorder for the county where the land is located and that is in dispute may be determined and permanently established by written agreement of all parties thereby affected, signed and acknowledged by each as required for conveyances of real estate, clearly designating the same, and accompanied by a map or plat thereof that shall be recorded as an instrument affecting real estate, and shall be binding upon their heirs, successors, and assigns. If the map or plat is prepared by a licensed professional land surveyor, monuments shall be set for any line, corner, or boundary included in the agreement.

This office discussed entering into such a boundary line agreement with LP and its representatives in order to permanently establish the boundary between Meadow Park and the LP Property. LP has agreed to this revised approach.

The statutes also set forth a judicial process for parties to determine disputed boundary lines in Boulder County District Court in accordance with C.R.S. § 38-44-101[1]. The proposed Amendment also allows the parties to commence this process as an alternative to the boundary line agreement. However, the Town would not commence any court action unless and until (1) the parties cannot enter into boundary line agreement; and (2) pursuant to specific authorization by the Board of Trustees following a thorough explanation of the attendant costs, timetable for the action, and expected outcome.

In our opinion, the boundary line agreement option may provide a more certain and expeditious process to establish the permanent boundaries between the LP Property and Meadow Park. In contrast, continuing via the plat process is not preferred because (1) the MOA does not permit this as a means of establishing the boundaries; and (2) platting the property will require additional public hearings before PCDC and the BOT (even a minor subdivision process requires a noticed public hearing before both the PCDC and the BOT, as set forth in the Lyons Municipal Code).

Resolution 16-42 also authorizes the Mayor to execute the boundary line agreement, once in final form and agreed upon by the Town and LP.

V. **LEGAL ISSUES:** None. Boundary line agreements are specifically authorized by statute. No action in the Boulder County District Court to establish the boundary line between Meadow Park and the LP Property will be commenced unless and until necessary, and then only with the express consent of the Board of Trustees.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

VII. **SUMMARY AND ALTERNATIVES:** City Council may approve the Resolution or table the item for further discussion and consideration.

PROPOSED MOTION: "I MOVE TO APPROVE RESOLUTION 16-42, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO, APPROVING THE FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF LYONS AND LYONS PROPERTIES, LLC."

ATTACHMENTS:

ATTACHMENT A: MOA dated January 12, 2016

ATTACHMENT B: Ditch Agreement

ATTACHMENT C: First Amendment to MOA

ATTACHMENT D: Email correspondence regarding "West Lyons Replat" and copy of West Lyons Replat

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[1] Permits one or more owners of land, the boundaries of which are in dispute, to bring an action in the district court of the county in which the real property is located, in order to have the boundaries permanently established by court order.

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

WHEREAS, the Town of Lyons (the "Town") has the authority to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Town and Lyons Properties, LLC ("LP") previously entered into that certain Memorandum of Agreement dated January 12, 2016 (the "MOA") with respect to correcting property boundary line disputes between the Town and LP, and otherwise setting forth certain rights and responsibilities for the Town and LP after the major flood that occurred in 2013 on the North St. Vrain Creek, which flood caused a shift in the course of the North St. Vrain Creek; and

WHEREAS, the Town and LP desire to clarify certain terms and conditions of the MOA by entering into that certain First Amendment to the MOA (the "Amendment"), a copy of which is attached to this Resolution as Exhibit A and is incorporated herein by reference.

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

Section 1. The Board of Trustees of the Town of Lyons: (a) approves the Amendment in the form attached hereto as Exhibit A; (b) authorizes the Town Administrator and the Town Attorney to negotiate non-material changes to the Amendment in order to finalize same prior to execution by the Mayor; (c) authorizes the Mayor to execute the Amendment in substantially the form attached hereto upon approval of the final form of the Amendment by the Town Attorney; and (d) authorizes the Mayor, in consultation with the Town Administrator and Town Attorney, to execute any resulting boundary line agreement or quitclaim deed necessary to clarify the boundary line between Meadow Park and the property owned by LP in the vicinity of Meadow Park as described in the MOA (the "LP Property").

Section 2. The Board of Trustees specifically finds that the 2013 flood changed the course of the North St. Vrain Creek which has created an uncertain line or uncertain boundary between Meadow Park and the LP Property. Any resulting boundary line agreement or quitclaim deed executed by the Mayor pursuant to the grant of authority set forth in Section 2 of this Resolution shall not constitute a conveyance of property as contemplated in C.R.S. § 31-15-713(1)(b); but rather shall be an action taken to permanently establish an agreed-upon boundary between Meadow Park and the LP Property as specifically authorized in Article 44 of Title 38, C.R.S., and as contemplated in the MOA.

Section 3. This Resolution shall take effective immediately.

ADOPTED THIS 18th DAY OF APRIL, 2016.

TOWN OF LYONS, COLORADO

_____
Mayor or Mayor Pro Tem

_____

Deb Anthony, Town Clerk

ATTACHMENT A
to BOT Agenda Cover Sheet (Reso. 16-42)

TOWN OF LYONS, COLORADO
RESOLUTION 2016 –4

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

WHEREAS, the Town and Lyons Properties, LLC intend to clarify certain rights and responsibilities with regards to each other by entering into a Memorandum of Agreement.

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

Section 1. The attached Memorandum of Agreement and exhibits attached thereto are hereby approved on condition that the Board of Trustees receives a signed resolution adopted by the Board of the Lyons Ditch Company agreeing that the Town may construct the Lyons Ditch Diversion Structure in accordance with current plans.

Section 2. Upon receipt by the Board of Trustees of the signed resolution adopted by the Board of the Lyons Ditch Company agreeing that the Town may construct the Lyons Ditch Diversion Structure in accordance with current plans, the Mayor or Mayor Pro Tem are hereby authorized to execute the Memorandum of Agreement approved by this Resolution and the Town Clerk is authorized to attest the Mayor or Mayor Pro Tem's signature.

ADOPTED THIS 4th DAY OF JANUARY, 2016.

TOWN OF LYONS, COLORADO

Connie Sullivan, Mayor Pro Tem

Deb Anthony, Town Clerk

TOWN OF LYONS COLORADO

{00439823.1}

Lyons Ditch Company
Board Resolution

January 13, 2016

Whereas the Lyons Ditch Company had a diversion structure to obtain water from the Saint Vrain River; and,

Whereas, that structure was destroyed by the great flood of 2013; and,

Whereas, the Town of Lyons is willing to construct a replacement structure on it's behalf; and,

Whereas, the Lyons Ditch Company fully supports the Town of Lyon's construction of the diverstion structure;

THE FOLLOWING RESOLUTION IS MADE:

At a meeting of the Board of Directors of the Lyons Ditch Company held on January 3, 2015 and attended by Board Members Rhonda Vandenboss and Craig Ferguson, said meeting being held in accordance with the company bylaws, the Board unanimously agreed to allow and support the Town's construction of the diverstion structure in accordance with current plans.

Further, The Lyons Ditch Company resolved to authorize it's President, Craig Ferguson to execute any additional documents requested by the Town of Lyons that might be necessary for the construction of said diversion structure.

ADOPTED THIS 3rd Day of January, 2016, by:

The Lyons Ditch Company, Inc.

President

BY: Craig Ferguson, President

MEMORANDUM OF AGREEMENT

1. This Memorandum of Agreement ("MOA") is made and entered into this 12TH day of January, 2016 (the "Effective Date"), by and between the Town of Lyons, a statutory municipality of the State of Colorado ("the Town"), and Lyons Properties, LLC, a Colorado limited liability company ("LP"). The Town and LP may be referred to individually as a "Party" and collectively as "Parties."

RECITALS

2. The Town owns and operates a public park known as Meadow Park, located at 601 Park Dr, Lyons, CO 80540 ("Meadow Park"). Meadow Park includes an area adjacent to and within the North St. Vrain Creek (aka North St. Vrain River) at a location where there is a pool of water that the public has historically used and a beach area next to a planned diversion structure, as depicted on the attached **Exhibit 1** (the "Diversion Area").

3. LP owns three properties identified as parcels 501, 503, and 517 W. Main St., Lyons, CO 80540, in the Town of Lyons (collectively "LP Property").

4. A major flood in September of 2013 on the North St. Vrain Creek caused significant damage to property along the North St. Vrain Creek, and caused a shift in the course of the North St. Vrain Creek.

5. The Parties are aware that LP and Lyons Ditch Company have entered into an agreement on January 2, 2016, regarding an easement for the Lyons Ditch Company's proposed diversion structure ("Ditch Agreement"), attached as **Exhibit 8**. According to the terms of the Ditch Agreement, the Lyons Ditch Company will relinquish its prescriptive easement for a historical diversion structure in exchange for an express easement from LP for the currently proposed diversion structure described in the Ditch Agreement, and on the terms set forth therein. The Ditch Agreement is contingent on the Parties executing this MOA. The existence and validity of the Ditch Agreement is a material factual assumption made by the Parties in entering into this MOA.

6. This MOA is intended to correct any property boundary line disputes between the Parties, and otherwise set forth certain rights and responsibilities for the Parties after the 2013 flood.

AGREEMENT

I. LAND SURVEY OF AFFECTED PROPERTIES

7. The Parties recognize that the current plat and surveys for the portions of LP Property and Meadow Park affected by this MOA may be in error. The Town will therefore obtain and pay for a new survey of the properties affected by this MOA to resolve boundary line gaps and variances as between the properties owned by the Parties only, and to facilitate the conveyances discussed herein.

8. The Town agrees to engage in good faith discussions with LP regarding the selection of a surveyor.

9. The new survey and any resulting boundary line changes proposed must be approved by both Parties. The Parties agree to negotiate in good faith to resolve any disputes. Once agreed to in writing by the Parties, it will be known as the "Final Land Survey," and the Parties shall finalize the exhibits to the easements and/or deeds described herein within 30 days.

II. WATER CONTROL STRUCTURE EASEMENT & AGREEMENT

10. The Parties agree that the structure identified as Structure #7R, and as depicted on the plans for the Meadow Park Phase 2 PW20-B1 Project attached as Exhibit B to **Exhibit 2** of this MOA ("Water Control Structure") will be owned by the Town.

11. The Parties agree that while the Water Control Structure will be partially located on LP Property, the Town will maintain ownership, control, and responsibility for the Water Control Structure.

12. The Parties agree to execute the easement and agreement regarding the Water Control Structure in the form attached hereto as **Exhibit 2** (the "Water Control Structure Easement & Agreement"), but Exhibit A to same will not be finalized until the Final Land Survey is available.

13. As set forth in paragraph 8 above, the Parties will have 30 days from the Final Land Survey to finalize Exhibit A to the Water Control Structure Easement & Agreement, and to execute and record the Water Control Structure Easement & Agreement with the Boulder County Clerk & Recorder's Office.

14. In order to facilitate prompt construction and to minimize the amount of construction that remains when the wedding season begins, LP agrees to permit the Town to commence construction of the Water Control Structure at any time after the Effective Date of this MOA as if the Water Control Structure Easement & Agreement attached as **Exhibit 2** had already been executed, and pursuant to the terms and conditions contained therein.

III. UTILITY EASEMENT & AGREEMENT

15. The Town intends to construct potable water and wastewater utility infrastructure as described in **Exhibit 3** ("Utility Infrastructure").

16. The Parties agree that while the Utility Infrastructure will be partially located on LP Property, the Town will maintain ownership, control, and responsibility for the Utility Infrastructure.

17. The Parties agree to execute the easement and agreement regarding the Utility Infrastructure in the form attached hereto as **Exhibit 3** (the "Potable Water and Wastewater Line

Easement & Agreement"), but Exhibit A will not be finalized until the Final Land Survey is available.

18. As set forth in paragraph 8 above, the Parties will have 30 days from the Final Land Survey to finalize Exhibit A to the Potable Water and Wastewater Line Easement & Agreement, and to execute and record the Potable Water and Wastewater Line Easement & Agreement with the Boulder County Clerk & Recorder's Office.

19. In order to facilitate prompt construction and to minimize the amount of construction that remains when the wedding season begins, LP agrees to permit the Town to commence construction of the Utility Infrastructure at any time after the execution of this MOA as if the easement attached as **Exhibit 3** had already been executed, and pursuant to the terms and conditions contained therein.

20. LP agrees to reimburse the Town for the actual costs of installing the sewer line, plus the agreed upon amount for the design and construction administration costs. This estimated cost is $60,000, and LP shall reimburse the Town within 30 days of the completion of the system. Except as set forth in this paragraph and in Section IX of this MOA, the Town shall pay all other costs associated with the Utility Infrastructure.

IV. TEMPORARY REVEGETATION EASEMENT & AGREEMENT

21. The Town will plant vegetation on the LP Property in accordance with the plan attached hereto as Exhibit B to **Exhibit 4** of this MOA. The Parties recognize that the exact location may vary from the plan by a few feet.

22. The Parties agree to execute the easement and agreement regarding the temporary revegetation work in the form attached hereto as **Exhibit 4** (the "Temporary Revegetation Easement & Agreement") within 30 days of the Effective Date.

23. The parties recognize that Exhibit A to the Temporary Revegetation Easement & Agreement contains errors, but the Parties are working to permanently correct such errors as described in Section I. above. However, given the temporary nature of the easement and to enable prompt commencement of the revegetation, the Parties agree to use the descriptions contained in Exhibit A to **Exhibit 4**.

24. Given the inaccuracy of Exhibit A to the Temporary Revegetation Easement & Agreement, LP agrees to not pursue any legal or other remedy against the Town for minor variances, as long as they do not exceed 10 feet.

V. ESTABLISHMENT OF PERMANENT BOUNDARIES

25. The Town agrees to convey to LP any claim of ownership the Town may have in the portion of land generally known by the Parties as "the Crescent," which has as its southern boundary the centerline of the North St. Vrain Creek. The Town will grant a quitclaim deed to LP in the form attached as **Exhibit 5**, and that includes a metes and bounds description of the land known as the Crescent, but Exhibit A will not be finalized until the Final Land Survey is available.

26. LP agrees to convey to the Town any land located south of the centerline of the North St. Vrain Creek abutting Meadow Park. LP will grant a quitclaim deed to the Town in the form attached as **Exhibit 6**, and that includes a metes and bounds description of any land located south of the centerline of the North St. Vrain Creek abutting Meadow Park, but Exhibit A will not be finalized until the Final Land Survey is available.

27. The boundary line between Meadow Park and the LP Property, as established by the aforementioned quitclaim deeds, will thereafter be the current center line of North St. Vrain Creek, but where the North St. Vrain Creek reaches the location of the Water Control Structure the boundary will follow the centerline of the overflow channel (which was the historical location of the North St. Vrain Creek prior to the 2013 flood), and that will be described on the Final Land Survey. Should the North St. Vrain Creek shift in the future, the boundary line will not shift with it.

28. The Parties agree to finalize, execute, and submit the foregoing quitclaim deeds for recording with the Boulder County Clerk & Recorder's Office within 30 days of the Final Land Survey.

VI. ACCESS PATHS & SIGNAGE IN MEADOW PARK

29. The Town will not maintain any permanent public access paths to the Water Control Structure.

30. The Town agrees to place permanent signs, where appropriate, in the areas around the Diversion Area and the Water Control Structure to advise Meadow Park visitors of the following:

a. Enter at your own risk;
b. No climbing on rocks or structures;
c. Respect private events; and
d. No trespassing.

31. The Town agrees to post additional, temporary signs during times when the Diversion Area is reserved for private events in accordance with Section VII. below.

32. The parties agree to cooperate in good faith to determine the exact language, number, and locations of the permanent signs described in this section.

VII. RESERVATION OF THE DIVERSION AREA

33. The Town agrees to allow any individual who has scheduled an event at the LP Property to submit a "Permit Application & Agreement for Special Use/Large Group/Shelter or Park Facilities with the Town of Lyons Department of Parks, Recreation and Cultural Events" ("Application") to reserve the Diversion Area on an hourly basis between the hours of 4 pm and 8 pm. The current version of the Application form is attached as **Exhibit 7**. The Town may continue to amend this form in the future, so long as the Application and approval procedures for reserving the Diversion Area, as described above, remain consistent with those used for other amenities in Meadow Park. Nothing in this paragraph prevents the Town from allowing or accepting Applications from other individuals wishing to reserve the Diversion Area, as described above, and under the same conditions set forth above.

34. Once the Town receives an Application and determines it meets all the established requirements, it will issue a permit known as a "Special Use Permit." The Town will issue Special Use Permits on an individual basis only. The Town reserves the right to deny an Application on the basis of the criteria applicable to all Applications, as currently set out in **Exhibit 7**.

35. The Town shall establish and keep the fee schedule for Special Use Permits for the Diversion Area at a level consistent with the fee schedules for other Town amenities.

36. With regard to weddings and other events already scheduled to occur in 2016 on the LP Property, the Town will allow a representative of LP to file a bulk Application to reserve the Diversion Area for those dates, and the Town agrees to grant such an Application provided that it complies with the established requirements.

37. The Town agrees to implement reasonable enforcement of the restricted access granted by a Special Use Permit for the Diversion Area. Such enforcement will consist of temporary signage and occasional monitoring by the park host to the extent the park host's other duties allow.

38. The Parties recognize that the Special Use Permit can only restrict access to areas owned by the Town, and that the Town cannot enforce restricted access to areas owned by others or freely accessible by the public under Colorado law.

VIII. LIABILITY FOR THE DIVERSION AREA

39. The Parties agree that LP has <u>no</u> responsibilities or obligations related to the Diversion Area, implied or otherwise, and LP disclaims such responsibilities or obligations related to the Diversion Area, except as may be expressly identified in this MOA.

40. The Parties agree that LP has <u>no</u> liability to the Town or anyone the Town permits to access the Diversion Area from Meadow Park, whether expressly or by not physically preventing

such access for the use (licit or illicit), operation, maintenance, design, construction, or existence of the Diversion Area including any acts, activities, or omissions to act by the Town or its agents or employees, and LP disclaims all such liability, except for liability caused by and resulting directly from the grossly negligent or intentional acts of LP, its agents or assigns. The Parties further agree that LP assumes no responsibilities or obligations related to the Diversion Area, implied or otherwise, and LP disclaims such responsibilities or obligations, except as may be expressly identified herein. Except, LP remains liable for any damage to the Town's portion of the Diversion Area caused by and resulting directly from the negligent or intentional acts of LP.

41. Insurance Policy. The parties further agree that the Town, in a lawsuit or otherwise, shall bear full responsibility for the Diversion Area, provided that LP does not make any changes to any part of this area. The Town agrees to add and maintain LP as an additional insured on the Town's insurance policy, which will provide LP with the same coverage provided to the Town for both liability and the defense of any claims arising from or related to the Diversion Area, including any portion of the Diversion Area where LP may own the underlying land. It is the Parties understanding that this insurance policy provides sufficient coverage to fully cover LP against any loss, damage, injury, or liability in any way resulting from or because of the Diversion Area, including without limitation claims by third parties and the defense of such claims.

IX. DOMESTIC WATER AND SANITARY SEWER

42. Due to the significant changes to the LP Property caused by the 2013 flood, the Town agrees to issue the following taps for parcels within the LP Property so that each parcel is assigned appropriate taps for current planned uses.

43. Each parcel will receive the use of one water share, one sewer tap, and one water tap. The details for the taps for each parcel are as follows:

a. 501 W. Main St.: One 1" water tap, one sewer tap or additional sewer taps as determined by the Town Engineer to service currently proposed uses on the parcel, and one water share.
b. 503 W. Main St.: One ¾" water tap, one sewer tap, and one water share.
c. 517 W. Main St.: One ¾" water tap, one sewer tap, and one water share.

44. LP agrees to not request any future reductions or modification of tap fees for any taps for any of the parcels within the LP Property without demonstration of commensurate offsetting economic benefit to the Town related to such request. Any new or additional development will require new taps and water shares purchased in accordance with Lyons Municipal Code.

45. LP agrees to dedicate to the Town one additional water share that is acceptable to the City of Longmont for water provided to 501 W. Main St., Lyons, CO 80540.

46. The Town will extend its potable water transmission system and its domestic sanitary sewer system into and through the LP Property in accordance with Section III. in order to provide the services described in this Section.

47. LP agrees to terminate its use of the existing sewer lift stations and to connect to the new sewer system once it is completed.

48. If LP sells any of the parcels within the LP Property, LP agrees to pay, or to cause the buyer to pay, the Town for the above-described water tap and water share associated with that parcel based on the value of the water tap and water share at the time of the sale. That parcel will then receive the water tap and water share for permanent use and ownership, so that once the Town has been paid for the water taps and water shares associated with that particular parcel, such water tap and water share are transferrable to future owners of that particular parcel. In other words, it is the intent of the Parties that the water share and water tap only need to be paid for once and not after every transfer of ownership of a particular parcel.

X. MISCELLANEOUS

49. The Parties agree to engage in continued good faith discussions to assess and consider additional solutions to unforeseen impacts on LP from the public's use of the Diversion Area and/or from the location of the Water Control Structure or related facilities on LP Property.

50. Except as specifically stated herein, this MOA is not intended to, and does not, create any third-party rights, benefits, responsibilities, or obligations.

51. This MOA is to be governed and construed in accordance with the laws of the State of Colorado.

52. This MOA is an enforceable agreement between the Parties, and is binding on the Parties, their successors or assigns.

IN WITNESS WHEREOF, the Town of Lyons and Lyons Properties, LLC have hereby executed this Memorandum of Agreement on the Effective Date.

The Town of Lyons

By: Connie Sullivan, Trustee
and Mayor Pro Tem

Lyons Properties, LLC

By: Jerry Moore, Manager

EXHIBIT 1

[map depicting the location of the Diversion Area]

EXHIBIT 2

[Water Control Structure Easement & Agreement, including Exhibits A-1, A-2, and B]

EXHIBIT A-1 – metes and bounds description of the Easement Parcel
EXHIBIT A-2 – survey of the Easement Parcel
EXHIBIT B: design and specifications for WW Structure 7R as designed by S2O Designs

EXHIBIT 3

[Potable Water and Wastewater Line Easement & Agreement, including Exhibits A-1 and A-2]

EXHIBIT A-1 – metes and bounds description of the Easement Parcel
EXHIBIT A-2 – survey of the Easement Parcel

EXHIBIT 4

[Temporary Revegetation Easement & Agreement, including Exhibits A and B]

EXHIBIT A – survey of the Easement Parcel
EXHIBIT B – [revegetation plan]

EXHIBIT 5

[QCD from Town to LP re the "Crescent", including Exhibits A-1 and A-2]

EXHIBIT A-1 – metes and bounds description of the "Crescent"
EXHIBIT A-2 – survey of the Crescent

EXHIBIT 6

[QCD from LP to Town re the land south of centerline of River, including Exhibits A-1 and A-2]

EXHIBIT A-1 – metes and bounds description of the subject land
EXHIBIT A-2 – survey of the property

EXHIBIT 7

[Forms - reserving the Diversion Area]

EXHIBIT 8

[Ditch Agreement]

ATTACHMENT B
to BOT Agenda Cover Sheet

AGREEMENT

This Agreement is between Lyons Properties, LLC, a Colorado limited liability company ("LP"), and the Lyons Ditch Company, a mutual ditch company (the "Ditch Company")(collectively the "Parties").

1. LP owns three properties identified as parcels 501, 503, and 517 W. Main St., Lyons, CO 80540, in the Town of Lyons (collectively "LP Property").

2. The Ditch Company owns the Lyons Ditch No. 1 water right, and uses a diversion structure to allow it to efficiently divert its 4.25 cfs irrigation water right from the North St. Vrain Creek. This diversion structure is partially located on property owned by LP.

3. LP has offered to grant the Ditch Company an easement for a water diversion structure in the form attached as **Exhibit 1** (the "Water Diversion Structure Easement and Agreement"), but Exhibits A-1 and A-2 to same have not yet been prepared because they require a survey of the subject property.

4. The Ditch Company has agreed to the form of the Water Diversion Structure Easement and Agreement and Exhibit B thereto, but needs to review Exhibits A-1 and A-2 before it can agree to those two exhibits.

5. The Town of Lyons and LP are jointly working on obtaining and approving a new survey, which will be used to prepare Exhibits A-1 and A-2 to the Water Diversion Structure Easement & Agreement.

6. Subject to the contingency set forth below, the Parties will have 30 days from the date LP provides the Ditch Company with Exhibits A-1 and A-2 to the Water Diversion Structure Easement & Agreement to execute and record the Water Diversion Structure Easement & Agreement with the Boulder County Clerk & Recorder's Office.

7. The Ditch Company understands and agrees that LP's compliance with the terms of this Agreement are contingent upon reaching separate agreements with the Town of Lyons regarding Easements & Agreements for Structure 7R, water and wastewater utility lines, temporary revegetation, as well as a Memorandum of Agreement ("MOA") related to the Town's Swimming Hole, tap fees, etc. LP is actively involved in good-faith negotiations with the Town of Lyons on these matters.

8. In the event the Town and LP execute a pending MOA, then LP agrees to permit the Ditch Company and its agents (including the Town) to commence construction of the Water Diversion Structure at any time after the effective date of said MOA as if the Water Diversion Structure Easement & Agreement attached as **Exhibit 1** had already been executed, and pursuant to the terms and conditions contained therein.

Dated this 2nd day of January, 2016.

Lyons Ditch Company,
a mutual ditch company

By: Craig C. Ferguson, President

Lyons Properties, LLC,
a Colorado limited liability company

By: Jerry Moore, Manager

Exhibit 1

WATER DIVERSION STRUCTURE EASEMENT AND AGREEMENT

THIS WATER DIVERSION STRUCTURE EASEMENT AND AGREEMENT ("Agreement") dated this _____ day of _____, 2016, is between **LYONS PROPERTIES, LLC**, a Colorado limited liability company, whose legal address is 4121 Highway 66, Lyons, Colorado 80540 ("Grantor"), and the **LYONS DITCH COMPANY**, a mutual ditch company, whose legal address is P.O. Box 472, Lyons, CO 80540 (the "Ditch Company").

For and in consideration of the mutual covenants contained herein, the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement and Right-of-Way. Subject to the terms of this Agreement, Grantor hereby grants to the Ditch Company, its successors and assigns, a perpetual non-exclusive easement on the land described in **Exhibit A-1** and as depicted on **Exhibit A-2** (the "Easement Parcel"), attached hereto and incorporated herein by this reference, for the purpose of constructing, installing, operating, maintaining, repairing, and replacing a WATER DIVERSION STRUCTURE, in accordance with the design and specifications depicted on **Exhibit B** ("Water Diversion Structure"), together with the right of ingress and egress over and across lands adjacent to the Easement Parcel owned by Grantor by means of existing or future roads thereon as may be reasonable and necessary for the rights granted herein.

2. Construction. The Water Diversion Structure constructed or installed by the Ditch Company on the Easement Parcel shall be constructed, installed, and maintained in accordance with the requirements of this Agreement and the design and specifications depicted on **Exhibit B**, and the following:

a. The purpose of the Water Diversion Structure is to allow the Ditch Company to efficiently divert its Lyons Ditch No. 1 water right from the North St. Vrain Creek. The Lyons Ditch No. 1 water right was decreed the right to divert 4.25 cfs for irrigation purposes by the Boulder County District Court in Civil Action No. 4790, with a decreed annual limit of 100 acre-feet.

b. The Water Diversion Structure shall be constructed, operated, and maintained at the sole cost of the Ditch Company and at no cost to Grantor, and must be constructed in accordance with **Exhibit B**. The provision in no way limits the Ditch Company's right or ability to receive grants, loans, or other funds to help cover all or a portion of the costs associated with the Water Diversion Structure.

c. Any subsequent replacement of the Water Control shall also be at the sole cost of the Ditch Company and at no cost to Grantor, and shall be constructed in accordance with Exhibit B, unless Grantor provides written approval of any changes or modifications. In the event of any proposed changes or modifications to the Water Diversion Structure, the Ditch Company shall provide Grantor at least 60 days to review and comment on any proposed design

changes to the Water Diversion Structure, and the Ditch Company shall not authorize construction to replace or repair such structure until any design changes or modifications have been approved in writing by Grantor. The Ditch Company agrees to reimburse Grantor for all engineering and legal costs incurred by it in order to review and comment on any changes or modifications to the Water Diversion Structure, provided that the Ditch Company's responsibility for such fees does not exceed $_____.

d. No construction, installation, replacement, repairs, or maintenance work on the Water Diversion Structure shall be performed on Thursday, Friday, Saturday, or Sundays between May 15th and October 15th of each year.

3. Rights Reserved by Grantor. Grantor hereby reserves the right to use and occupy the Easement Parcel for any lawful purpose consistent with the rights and privileges granted herein, which will not interfere with or endanger the Ditch Company's use and operation of the Water Diversion Structure.

4. Relinquish Prescriptive Rights. Grantee desires and agrees to relinquish and vacate any prescriptive rights, if any, Grantee may have on Grantor's property.

5. Maintenance. The Water Diversion Structure shall be the sole property of the Ditch Company, and shall at all times be reasonably maintained by the Ditch Company at its sole expense in a manner that will not create a hazard to the public or to Grantor, and will not damage or constitute a threat of damage to the facilities, operations, or property of Grantor. However, no maintenance work shall be performed on Thursday, Friday, Saturday, or Sundays between May 15th and October 15th of each year. Except in the case of an emergency, in the event that said Water Diversion Structure installed by the Ditch Company is not so reasonably maintained, Grantor shall give notice to the Ditch Company in writing of such defective or hazardous maintenance and the Ditch Company shall correct such defect or hazard within a reasonable time.

6. Access & Use of Existing Roads. The Ditch Company agrees to follow existing or replacement pathways and drives to access the utility provided they are of sufficient size and width to accommodate normal and customary maintenance vehicles and are in reasonable proximity to the Easement Parcel and the Water Diversion Structure.

7. Improvements within the Easement Parcel. Grantor agrees that no permanent building, improvement, structure, or other surface or subsurface obstruction will be permanently placed, erected, or installed on or under the Easement Parcel that will damage or interfere with the use and operation of the Water Diversion Structure without the Ditch Company's express written approval. In the event of a violation of the terms of this paragraph, such violation will be corrected by Grantor within a reasonable time upon written receipt of notice from the Ditch Company.

8. Restoration. All work performed by the Ditch Company, including but not limited to its agents, contractors, and/or employees, in connection with the Water Diversion Structure

shall be done with reasonable care, and except as modified by **Exhibit B** the surface of the Easement Parcel, as well as any adjoining property that may be damaged as a result of the Ditch Company's installation, construction, operation, maintenance, repair, replacement, inspection, and/or removal activities shall be restored to substantially the same condition that existed before the Ditch Company commenced such work. The Ditch Company shall have 30 days to complete any restoration work required under this paragraph.

9. Notice. The Ditch Company agrees to provide at least 72 hours written notice before accessing the Easement Parcel for inspection, testing, or other non-invasive work. However, the Ditch Company shall provide at least 14 days written notice to Grantor before undertaking any work that involves digging or other invasive activities within the Easement Parcel. In all but emergency situations, the Ditch Company agrees to coordinate with Grantor to schedule any inspections or work to minimize disruption to Grantor's use of the Easement Parcel and adjoining property. Notice shall be deemed given when a copy thereof is actually delivered, either personally, by courier, or by certified or registered mail, return receipt requested, to Grantor at P.O. Box 312, Lyons, CO 80540. These notice provisions do not prevent the Ditch Company from accessing the Easement Parcel when needed to complete emergency inspections or repairs of the Water Diversion Structure.

10. Responsibility. By virtue of entering into this Agreement, the parties agree that Grantor: (1) shall have no liability for use (licit or illicit), operation, maintenance, design, construction, or existence of the Water Diversion Structure, including any acts, activities, or omissions to act by the Ditch Company or its agents or employees, and Grantor disclaims all such liability, except for liability caused by and resulting directly from the negligent or intentional acts of Grantor, its agents or assigns; and (2) shall assume no responsibilities or obligations related to the Water Diversion Structure, implied or otherwise, and Grantor disclaims such responsibilities or obligations, except as may be expressly identified in this Agreement. The parties further agree that as between the Ditch Company and Grantor, in a lawsuit or otherwise, the Ditch Company shall bear full responsibility for the Water Diversion Structure, and the Ditch Company shall indemnify and hold harmless, to the extent allowed by law, Grantor for any loss, damage, injury, or liability in any way resulting from or because of the Water Diversion Structure, including without limitation claims by third parties and the defense of such claims, except for damage, injury, or liability caused by the negligent or intentional acts of Grantor.

11. Other Purposes. By entering into this Agreement, Grantor is not acknowledging that the Water Diversion Structure is the most minimally invasive structure needed to allow the Ditch Company to divert its 4.25 cfs water right.

12. Signage & Trespass. The Ditch Company shall at its sole cost place and reasonably maintain one or more signs on or near the Water Diversion Structure that include the following language: "no trespassing; dangerous conditions exist – no diving or jumping off this structure." The Ditch Company agrees to coordinate with Grantor on the placement of such signage in order to best minimize potential trespass issues, and to otherwise promptly address any other negative impacts to Grantor's property and business.

13. No Mechanics' Liens. Nothing contained herein shall authorize the Ditch Company, or any person or entity acting through, with, or on behalf of the Ditch Company, to subject any portion of Grantor's property to mechanics' liens. If any such mechanic's lien shall be filed against any portion of Grantor's property and the Ditch Company is charged with causing such mechanics' lien, the Ditch Company shall, at its sole expense, cause the mechanics' lien to be discharged by obtaining a release thereof or bonding over such mechanic's lien.

14. Term. Provided there is compliance with the terms of this Agreement, the term of this Agreement and the covenants contained herein shall be perpetual unless or until the Ditch Company or its successor permanently abandons the Water Diversion Structure and ceases to use or maintain same, then all of the Ditch Company's right, title, and interest granted herein shall revert to Grantor or its successor and Grantor shall hold said premises free from the easement granted herein. However, as long as any portion of the Water Diversion Structure remains in the North St. Vrain Creek, the Ditch Company retains all responsibility and liability as set forth in paragraph 10 above. In the event the Ditch Company abandons the Water Diversion Structure without fully removing said structure, Grantor may, at its own discretion, remove the Water Diversion Structure and the Ditch Company shall reimburse Grantor for all costs and expenses reasonably incurred within forty-five days after the billing date.

15. Miscellaneous.

A. The rights and benefits contained in this Agreement shall constitute a perpetual covenant, which shall run with and burden the land. This Agreement is binding on the parties' successors and assigns.

B. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

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

D. No representations, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically stated in this Agreement.

E. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person or entity not a party hereto. Any person or entity other than Grantor or the Ditch Company receiving services or benefits under this Agreement shall only be considered an incidental beneficiary.

F. All headings used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

G. This Agreement will be recorded in the Office of the Clerk and Recorder of Boulder County, Colorado.

Exhibit 1

IN WITNESS WHEREOF, the parties execute this Agreement this ___ day of _____, 2016.

GRANTOR:
Lyons Properties, LLC,
a Colorado limited liability company

_____
By: Jerry Moore, Manager

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing was acknowledged before me this __ day of _____, 2016, by Jerry Moore as Manager of Lyons Properties, LLC.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

_____
Notary Public

84435

Exhibit 1

GRANTEE:
Lyons Ditch Company, a mutual ditch company

_____

By: Craig C. Ferguson, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing was acknowledged before me this __ day of _____, 2016, by Craig C. Ferguson as President of the Lyons Ditch Company, a mutual ditch company.

Witness my hand and official seal.

My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT A-1

[metes and bounds description of Easement Parcel]

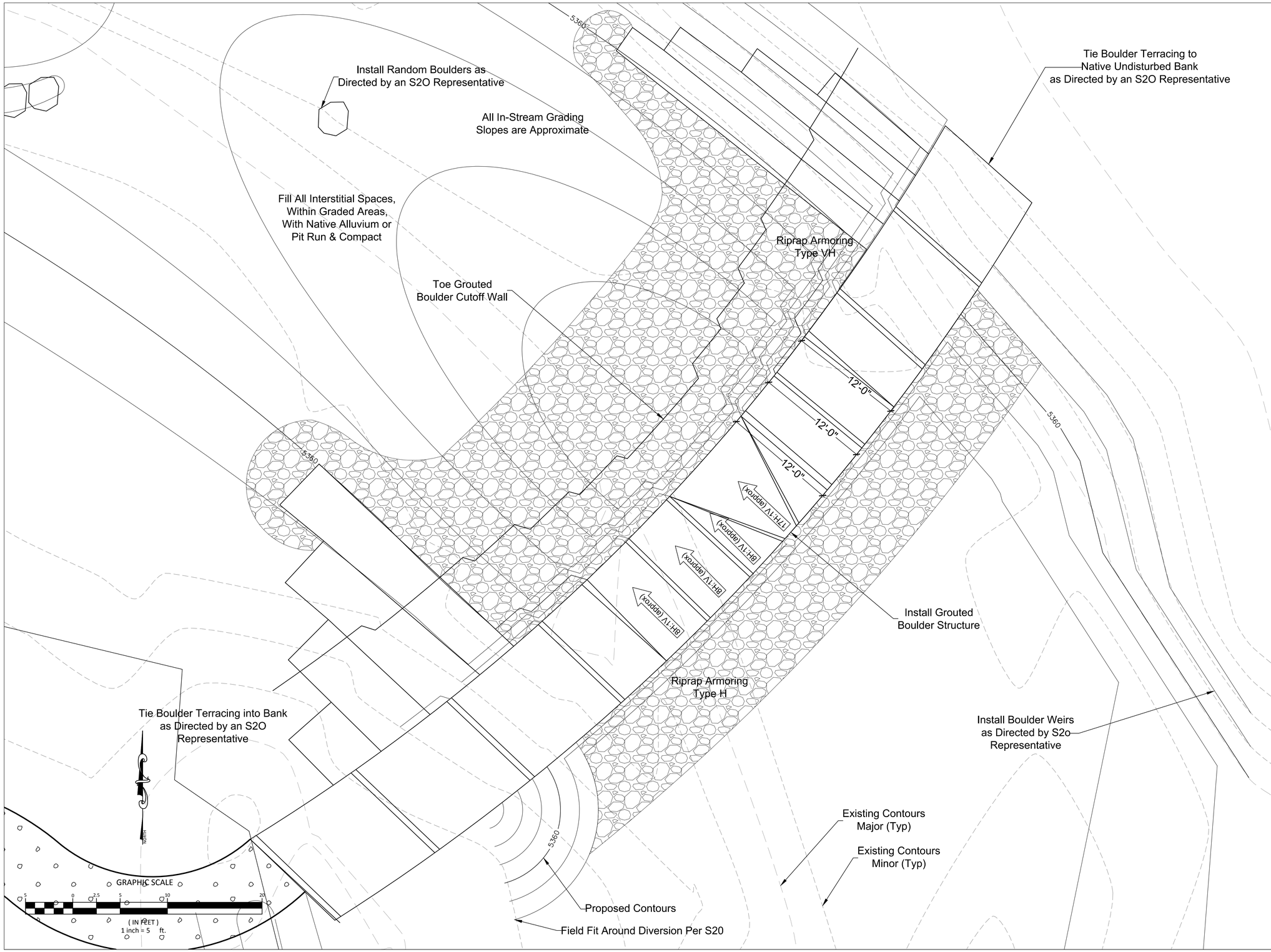
EXHIBIT A-2

[survey of the Easement Parcel]

EXHIBIT B

[design and specifications for WW Structure 8]

EXHIBIT
B



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S2O
REINVENTING WHITEWATER

S2O Design and Engineering

Scott Shipley, P.E.
318 Mcconnell Drive
Lyons CO, 80540,
USA
(303) 819-3985

Client:
TOWN OF LYONS

Project Name:
MEADOW PARK PHASE 2 PW20-B1

Status:
Construction Documents

Drawing Name:
Structure #8 Site Plan

Revisions:
1

Drawn By:
Dan Woolley, Nathan Werner

Checked By:
Scott Shipley

Date:
6/12/2015

Stamp:

REUSE OF DOCUMENT:
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Scale:
1"= 5'

Sheet:
WW-8.0

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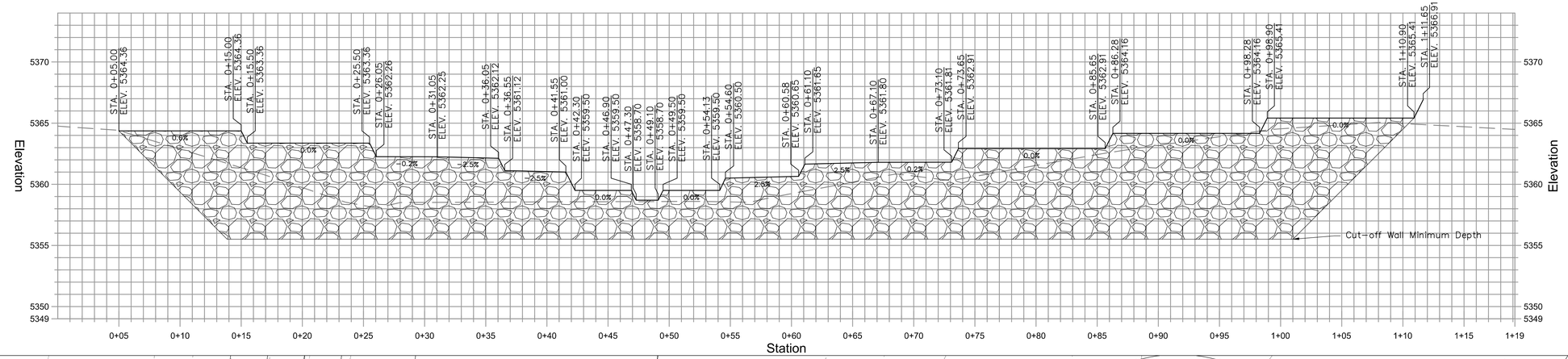

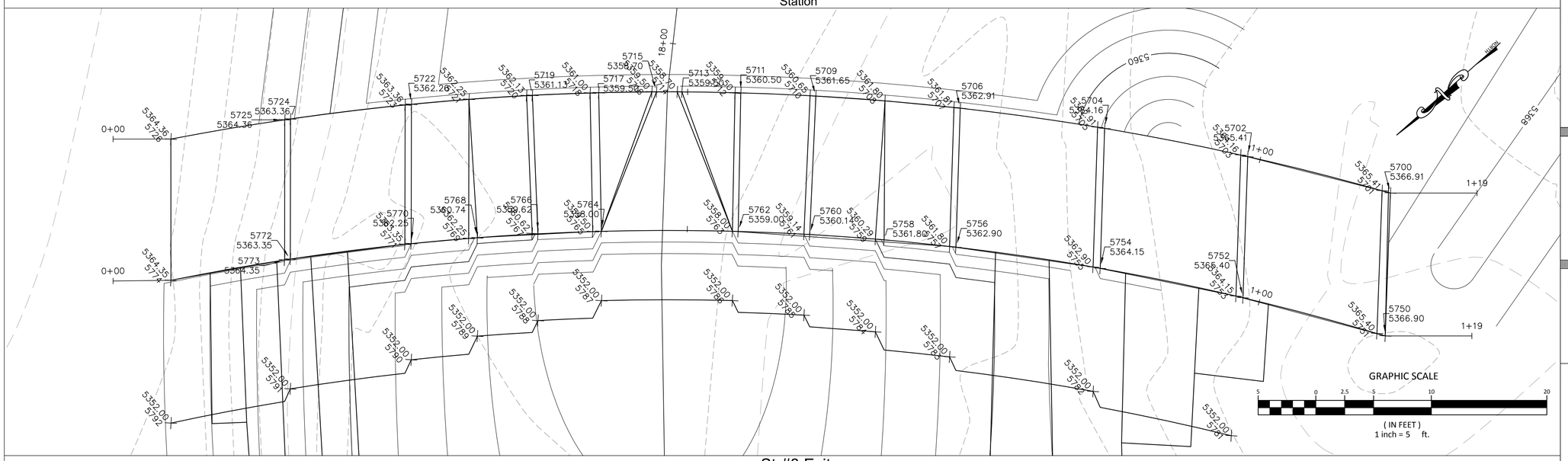

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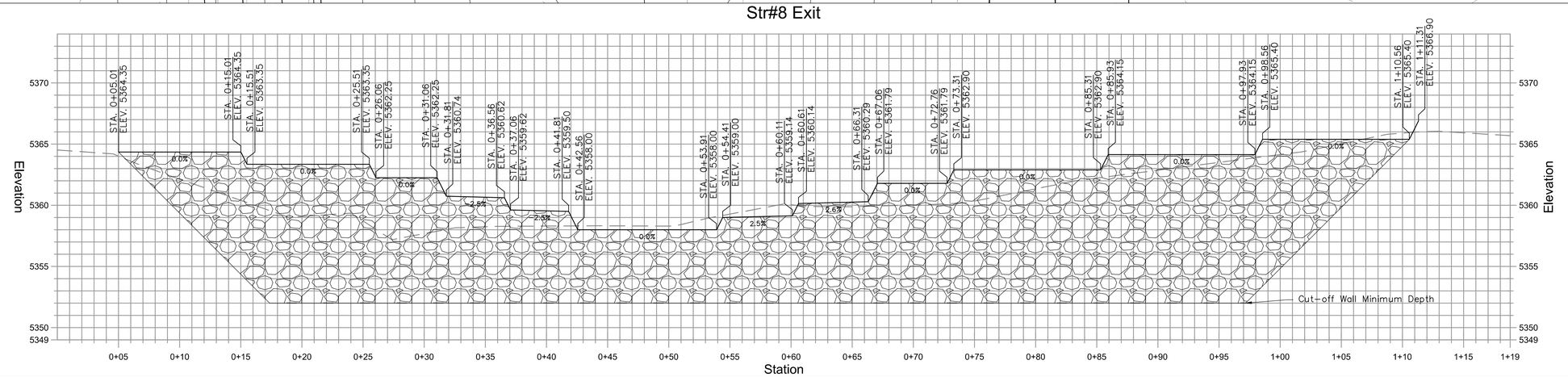

S2O Design and Engineering

Scott Shipley, P.E.
318 Mcconnell Drive
Lyons CO, 80540,
USA
(303) 819-3985

Client:
TOWN OF LYONS

Project Name:
MEADOW PARK PHASE 2 PW20-B1

Status:
Construction Documents

Drawing Name:
Structure #8 Grading Cross Sections

Revisions:
1

Drawn By:
Dan Woolley, Nathan Werner

Checked By:
Scott Shipley

Date:
6/12/2015

Stamp:

REUSE OF DOCUMENT:
THIS DOCUMENT IS THE PROPERTY OF S2O DESIGN AND ENGINEERING. THE IDEAS, DESIGN AND CONTENT INCORPORATED ON THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF S2O DESIGN AND ENGINEERING.

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1"= 5'

Sheet:
WW-8.2

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ATTACHMENT C
to BOT Agenda Cover Sheet

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (this "Amendment") is made and entered into as of this _____ day of _____, 2016, by and between the TOWN OF LYONS, a statutory municipality of the State of Colorado (the "Town") and LYONS PROPERTIES, LLC, a Colorado limited liability company ("LP"). The Town and LP may be referred to individually as a "Party" and collectively as "Parties."

RECITALS:

A. The Town and LP previously entered into that certain Memorandum of Agreement, dated January 12, 2016 (the "MOA"), with respect to correcting property boundary line disputes between the Parties, and otherwise setting forth certain rights and responsibilities for the Parties after the major flood that occurred in 2013 on the North St. Vrain Creek, which flood caused a shift in the course of the North St. Vrain Creek. For purposes of this Amendment, all capitalized terms used herein shall have the meanings ascribed to them in the MOA, unless otherwise defined herein.

B. The parties hereto now desire to amend the MOA as set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as though set forth in full.

2. Amendments.

(a) There is hereby added a new paragraph 8.1 to read in its entirety as follows:

> "In addition to the surveyor finalizing the exhibits to the various easements and quitclaim deeds contemplated in this MOA, the surveyor shall prepare a survey clearly highlighting and designating the boundary between the LP Property and Meadow Park (the "Boundary Survey"), in order to assist with the resolution of boundary line gaps and variances as between the properties owned by the Parties only. The primary purpose of the Boundary Survey will be to allow the Parties to enter into a boundary line agreement as authorized by C.R.S. § 38-44-112; or, alternately, to jointly petition the Boulder County District Court ("District Court") to permanently establish the boundary line between

the LP Property and Meadow Park as referenced and shown in the Boundary Survey, in accordance with the process set forth in Article 44 of Title 38, C.R.S."

(b) Paragraph 9 of the MOA is hereby amended in its entirety to read as follows:

"The Boundary Survey and any resulting boundary line changes proposed must be approved by both Parties. The surveys and metes and bounds legal descriptions of all easements referenced in this MOA must also be approved by both Parties. For purposes of this MOA, the document containing the agreed-upon surveys and metes and bounds legal descriptions of all easements referenced herein shall be known as the "Final Easement Descriptions." The Parties agree to negotiate in good faith regarding any disputes relating to the Boundary Survey or the Final Easement Descriptions. The Parties agree that no boundary line agreement shall be entered into, or no action may be instituted in the District Court pursuant to Article 44, Title 38, C.R.S., until such time as the Parties have agreed to the form and content of the Boundary Survey and the Final Easement Descriptions."

(c) In line 3 of paragraph 12, the phrase "Final Land Survey is" shall be replaced with "Final Easement Descriptions are".

(d) Paragraph 13 of the MOA is hereby amended in its entirety to read as follows:

"The Parties will have thirty (30) days from the date on which the Final Easement Descriptions are approved to finalize the Water Control Structure Easement & Agreement and execute and record the Water Control Structure Easement & Agreement with the Boulder County Clerk & Recorder's Office."

(e) In line 3 of paragraph 17, the phrase "Final Land Survey is" shall be replaced with "Final Easement Descriptions are".

(f) Paragraph 18 of the MOA is hereby amended in its entirety to read as follows:

"The Parties will have thirty (30) days from the date on which the Final Easement Descriptions are approved to finalize the Potable Water and Wastewater Line Easement & Agreement and execute and record the Potable Water and Wastewater Line Easement & Agreement with the Boulder County Clerk & Recorder's Office."

(g) Section V of the Agreement is hereby amended in its entirety to read as follows:

"**V. ESTABLISHMENT OF PERMANENT BOUNDARIES**

25. Once the Parties have agreed upon the form and content of the Boundary Survey in accordance with Paragraph 9 above, and in order to establish the permanent boundary between Meadow Park and the LP Property, the Parties agree to enter into a boundary line agreement as authorized by C.R.S. § 38-44-112 or, if necessary, to jointly petition the District Court in accordance with C.R.S. §§ 38-44-101 *et. seq.* to establish the permanent boundary between Meadow Park and the LP Property in accordance with the boundary as designated in the Boundary Survey.

26. To further implement, memorialize, and permanently establish the agreed-upon boundary between Meadow Park and the LP Property, the Parties agree to execute quitclaim deeds within ten (10) calendar days following the effective date of the boundary line agreement entered into pursuant to C.R.S. §38-44-112 or entry of an order of the District Court approving the Boundary Survey, as further explained below:

(a) The Town agrees to quitclaim to LP any claim of ownership that the Town may have to land lying north of the boundary line as set forth in the Boundary Survey, particularly the "Crescent" which has as its southern boundary line the centerline of the North St. Vrain Creek (collectively the "Crescent"). The Town shall deliver a quitclaim deed to LP in the form attached as **Exhibit 5**, that specifically identifies the Crescent by reference to the Boundary Survey.

(b) LP agrees to quitclaim to the Town any claim of ownership that LP may have to land lying south of the boundary line as set forth in the Boundary Survey. LP shall deliver a quitclaim deed to the Town in the form attached as **Exhibit 6**, that specifically identifies the property interests to be quitclaimed by reference to the Boundary Survey.

(c) Each Party agrees to record the quitclaim deed delivered to said Party in the real property records of the Boulder County Clerk & Recorder's Office within thirty (30) days of the effective date of the boundary line agreement entered into pursuant to C.R.S. §38-44-112, or entry of an order of the District Court approving the Boundary Survey. Each Party shall provide the other Party with a copy of the quitclaim deed so recorded.

27. The boundary line between Meadow Park and the LP Property shall be established by the Boundary Survey. Should the North St. Vrain Creek shift in the future, the boundary line will not shift with it.

28. The Parties acknowledge and agree that the boundary line agreement entered into pursuant to C.R.S. § 38-44-112, or the order of the District Court entered pursuant to Article 44 of Title 38, C.R.S., if necessary, shall establish the permanent boundary between the LP Property and Meadow Park and shall be binding on the successor and assigns of the Parties."

(h) Notwithstanding anything in the MOA to the contrary, the MOA shall be amended such that all references in the MOA to the "MOA" shall refer to the MOA, as amended by this Amendment.

3. Conflict. This Amendment is and shall be construed as a part of the MOA. In case of any inconsistency between this Amendment and the Agreement, the provisions containing such inconsistency shall first be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Amendment shall be controlling.

4. Force and Effect. Except as set forth in this Amendment, the terms and conditions of the MOA shall remain unchanged and in full force and effect.

5. Counterparts; Facsimile or Electronic Signature; Authority. The parties hereto agree that this Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The parties further agree that this Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth above.

TOWN:

TOWN OF LYONS, a statutory
municipality of the State of Colorado

By: _____
Connie Sullivan, Mayor, authorized
pursuant to Resolution

LP:

LYONS PROPERTIES, LLC,
a Colorado limited liability company

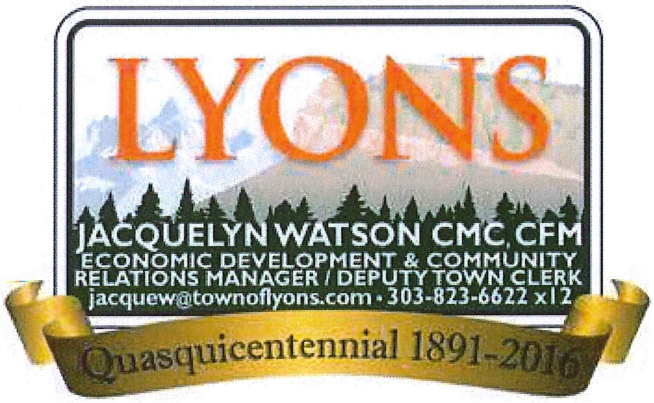
By: _____
Jerry Moore, Manager

ATTACHMENT D
to BOT Agenda Cover Memo

Marcus McAskin

From: Jacque Watson <jacquew@townoflyons.com>
Sent: Wednesday, April 06, 2016 12:59 PM
To: Deb Anthony; Victoria Simonsen; Kathie Guckenberger; Tim Cox; Marcus McAskin
Subject: FW: Meadow Park Plat -- Bob J is requesting the attorney review the dedication statement before sending out in the packets...

Can this be bumped up to the top of the list, since I have to distribute packets by tomorrow afternoon?



From: Bob Joseph [mailto:rjoseph@estesvalley.net]
Sent: Wednesday, April 06, 2016 12:48 PM
To: jim@jlbcivil.com; Victoria Simonsen; Dave Cosgrove
Cc: Joe Kubala; Jacque Watson
Subject: RE: Meadow Park Plat

Jim,
Just one comment. I think the dedication statement needs to be revised from this standard wording into language that describes what is actually happening with the plat.
(i.e. there are no streets being dedicated to the public, and out lot A is not being dedicated to the public either).
Maybe the atty needs to look at this wording and make sure it makes sense.
-Bob

From: Jim Blankenship [mailto:jlbcivil@earthlink.net]
Sent: Wednesday, April 6, 2016 8:20 AM
To: 'Victoria Simonsen' <vsimonsen@townoflyons.com>; 'Dave Cosgrove' <davec@townoflyons.com>
Cc: 'Joe Kubala' <JKubala@townoflyons.com>; 'Jacque Watson' <jacquew@townoflyons.com>; 'Bob Joseph' <rjoseph@estesvalley.net>
Subject: FW: Meadow Park Plat

Have not seen any response to this below, wanted to make sure it made it to everyone. I would like to get this wrapped up this month and clean up this part of the MOA with River Bend.

Please confirm receipt and if you have no comments or questions, just let me know that.

Thanks

Jim Blankenship, P.E.
jim@jlbcivil.com
303-604-1634

From: Jim Blankenship [mailto:jlbcivil@earthlink.net]
Sent: Wednesday, March 30, 2016 11:27 AM
To: 'Victoria Simonsen'; 'davec@townoflyons.com'
Cc: 'Joe Kubala'; 'Jacque Watson'
Subject: Meadow Park Plat

Hi,

Attached is a draft of the plat that meets the MOA with River Bend.

We will want to add easements to this plat for the water/sewer and electric that run through the site, need the as-builts to do this.

Note that Outlot A would be deeded to River Bend as per the MOA.

River Bend would quit claim rights to all lands south of north line of this plat.

I believe this meets the requirements of the MOA.

Please let me know if you have any questions or comments.

Also, please send the attorney who is overseeing this one.

Thanks

Jim Blankenship, P.E.
jim@jlbcivil.com
303-604-1634

WEST LYONS REPLAT

LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., CITY OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

TOTAL AREA=931,996 S.F.

LEGAL DESCRIPTION AND DEDICATION

A PARCEL OF LAND LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE SIXTH P.M., TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18 TO BEAR SOUTH 01°00'30" WEST, A DISTANCE OF 652.45 FEET BETWEEN FOUND #5 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "MD JOHNSON LS 6716 SEC 18 T3N R70 WEST 6TH PM 1/16" AT THE C-N-S 1/64 SECTION 18 AND A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "EHRHART GRIFFIN & ASSOCIATED T3N R70W C-C S1/16 S18 2015 LS 29414" AT THE C-S 1/16 SECTION 18, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

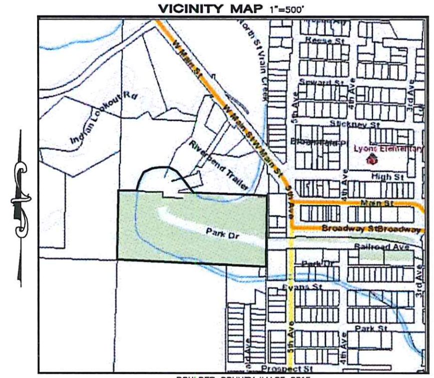
BEGINNING AT SAID CENTER SOUTH 1/16 OF SECTION 18, THENCE ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, NORTH 87°23'27" WEST, A DISTANCE OF 1315.75 FEET TO THE SOUTHWEST SIXTEENTH OF SAID SECTION 18; THENCE ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, NORTH 00°54'03" EAST, A DISTANCE OF 654.60 FEET TO THE CENTER-NORTH-SOUTHWEST 1/64 OF SAID SECTION 18; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18 SOUTH 87°17'55" EAST, A DISTANCE OF 136.92 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF THE NORTH ST. VRAIN CREEK AS IT EXISTED PRIOR TO THE 2013 FLOOD; THENCE ALONG SAID CENTERLINE THE FOLLOWING TEN (10) COURSES AND DISTANCES:
1) NORTH 18°47'47" EAST, A DISTANCE OF 148.42 FEET;
2) THENCE NORTH 37°14'33" EAST, A DISTANCE OF 52.41 FEET;
3) THENCE NORTH 54°13'52" EAST, A DISTANCE OF 50.44 FEET;
4) THENCE NORTH 75°17'18" EAST, A DISTANCE OF 50.99 FEET;
5) THENCE SOUTH 86°14'27" EAST, A DISTANCE OF 43.16 FEET;
6) THENCE SOUTH 56°14'18" EAST, A DISTANCE OF 36.91 FEET;
7) THENCE SOUTH 52°27'55" EAST, A DISTANCE OF 51.44 FEET;
8) THENCE SOUTH 40°02'37" EAST, A DISTANCE OF 46.06 FEET;
9) THENCE SOUTH 31°57'13" EAST, A DISTANCE OF 32.24 FEET;
10) THENCE SOUTH 41°35'26" EAST, A DISTANCE OF 20.81 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF THE NORTH ST. VRAIN CREEK AS IT CURRENTLY EXISTS; THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES AND DISTANCES;
1) SOUTH 67°33'46" EAST, A DISTANCE OF 82.82 FEET;
2) THENCE SOUTH 48°28'41" EAST, A DISTANCE OF 48.23 FEET;
3) THENCE SOUTH 31°59'15" EAST, A DISTANCE OF 60.51 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE SOUTH 87°17'55" EAST, A DISTANCE OF 690.03 FEET TO THE CENTER-NORTH-SOUTH 1/64 OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SOUTH 01°00'30" WEST, A DISTANCE OF 652.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 931,996 SQ.FT. OR 21.40 ACRES, MORE OR LESS.

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNER(S) OF PARCELS OF LAND BEING DESCRIBED HEREIN HAS CAUSED SAID LAND TO BE LAID OUT AND PLATTED UNDER THE NAME WEST LYONS REPLAT AND DOES HEREBY DEDICATE OUTLOT A AND ALL STREETS TO THE PUBLIC FOREVER. ALL UTILITY AND DRAINAGE EASEMENTS AS INDICATED HEREON ARE DEDICATED TO THE TOWN OF LYONS AND OR THE DULY FRANCHISED UTILITY COMPANIES FOR THE PURPOSE INDICATED HEREON, ALL IN COMPLIANCE WITH THE TOWN OF LYONS SUBDIVISION REGULATIONS. THE OWNER RESERVES THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN UNDERGROUND IRRIGATION AND IRRIGATION RETURN FLOW LINES AND UNDERGROUND DRAIN LINES FOR TRANSMISSION AND REMOVAL OR UNDERGROUND WATER UPON AND ACROSS ALL PUBLIC EASEMENTS AND RIGHTS OF WAY WITH SUCH RIGHTS BEING ASSIGNABLE TO A HOMEOWNER'S ASSOCIATION. BY CONTRACTUAL AGREEMENT THE LANDOWNER SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS EXCEPT AS OTHERWISE NOTED OR REFERENCED ON THIS FINAL PLAT OR IN ANY SUBDIVISION IMPROVEMENT AGREEMENTS EXECUTED WITH THE TOWN OF LYONS.

IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HAND AND SEAL THIS ______ DAY OF ______________, 20___.

VICINITY MAP 1"=500'



BOULDER COUNTY IMAGE 2015

Boundary Closure Report

COURSE:	N87°23'27"W	LENGTH:	1315.75'
COURSE:	N00°54'03"E	LENGTH:	654.60'
COURSE:	S87°17'55"E	LENGTH:	136.92'
COURSE:	N18°47'47"E	LENGTH:	148.42'
COURSE:	N37°14'33"E	LENGTH:	52.41'
COURSE:	N54°13'52"E	LENGTH:	50.44'
COURSE:	N75°17'18"E	LENGTH:	50.99'
COURSE:	S86°14'27"E	LENGTH:	43.16'
COURSE:	S56°14'18"E	LENGTH:	36.91'
COURSE:	S52°27'55"E	LENGTH:	51.44'
COURSE:	S40°02'37"E	LENGTH:	46.06'
COURSE:	S31°57'13"E	LENGTH:	32.24'
COURSE:	S41°35'26"E	LENGTH:	20.81'
COURSE:	S67°33'46"E	LENGTH:	82.82'
COURSE:	S48°28'41"E	LENGTH:	48.23'
COURSE:	S31°59'15"E	LENGTH:	60.51'
COURSE:	S87°17'55"E	LENGTH:	690.03'
COURSE:	S01°00'30"W	LENGTH:	652.45'

PERIMETER: 4174.16' AREA: 931995.44 SQ. FT.
ERROR CLOSURE: 0.02 C
PRECISION 1: 208709.50

Notes

1. LAND TITLE GUARANTEE COMPANY REPRESENTING OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER ABZ 70436677, DATED FEBRUARY 02, 2015 WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. SAID TITLE COMMITMENTS COVER A PORTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS OF BEARINGS: SOUTH 01°00'30" WEST ALONG THE EAST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18 BETWEEN A FOUND #5 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "MD JOHNSON LS 6716 SEC 18 T3N R70 WEST 6TH PM 1/16" AT THE C-N-S 1/64 SECTION 18 AND A FOUND #6 REBAR WITH 3 1/4" ALUMINUM CAP, STAMPED "EHRHART GRIFFIN & ASSOCIATED T3N R70W C-C S1/16 S18 2015 LS 29414" AT THE C-S 1/16 SECTION 18. ALL BEARING SHOWN HEREON ARE RELATIVE THERETO.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
7. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONES AE, SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, FLOODWAY AREAS IN ZONE AD, ZONE X (SHADED), AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AND ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND/OR ZONE D, AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP; COMMUNITY-PANEL NO. 08013C-0232 J, DATED DECEMBER 18, 2012. THE MAP DOES NOT DIFFERENTIATE BETWEEN ZONE X UNSHADED AND ZONE D. FLOOD INFORMATION IS SUBJECT TO CHANGE.
8. UNLESS OTHERWISE NOTED, PROPERTY CORNERS ARE MONUMENTED BY 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 19588".

OWNERSHIP CERTIFICATE

OWNER: LYONS PROPERTIES, LLC.

BY: ______________________
MICHAEL A. WHIPP

TITLE: REGISTERED AGENT

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY ME THIS ______ DAY OF ______________, 20___.

BY______________________

WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES ______________________

____
NOTARY NAME AND SIGNATURE

OWNERSHIP CERTIFICATE

OWNER: TOWN OF LYONS

BY: ______________________
MAYOR OR MAYOR PRO TEMPORE

ATTEST: ______________________
TOWN CLERK

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY ME THIS ______ DAY

OF ______________, 20___.
BY______________________

WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES ______________________

____
NOTARY NAME AND SIGNATURE

PLANNING COMMISSION CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT OF "WEST LYONS REPLAT" HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF LYONS, COLORADO.

APPROVED THIS ________ DAY OF ______________, 20___

____
CHAIRMAN

TOWN OF LYONS APPROVAL CERTIFICATE

THE TOWN OF LYONS, COLORADO, BY MOTION OF ITS TOWN BOARD OF TRUSTEES AND FOLLOWING A RECOMMENDATION OF THE LYONS PLANNING COMMISSION DID ON THE ________ DAY OF ______________, 20___ ADOPT AND APPROVE THIS PLAT "WEST LYONS REPLAT" AND ACCEPT THE DEDICATIONS MADE HEREON.

APPROVED THIS ________ DAY OF ______________, 20___

____
MAYOR OR MAYOR PRO TEMPORE

____
TOWN CLERK

EASEMENT APPROVAL

____
TOWN ENGINEER

____
TOWN PUBLIC WORKS DEPARTMENT

____
XCEL ENERGY

____
CENTURY LINK

SURVEYOR'S CERTIFICATE

I, EDGAR T. BRISTOW, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF WEST LYONS REPLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, COLORADO REVISED STATUTES.

DRAFT

WORKING COPY ONLY. ONLY FINAL VERSION WILL HAVE STAMP AND SIGNATURE

EDGAR T. BRISTOW COLORADO P.L.S. #19588
PRESIDENT, FLATIRONS, INC.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE AT ______ O'CLOCK, ____M., THIS ________ DAY OF ______________, 20___, AND IS DULY RECORDED AT RECEPTION NO. ______________ AND PLAN FILE __________, FEES PAID. __________.

____
COUNTY CLERK AND RECORDER

____
BY: DEPUTY

WEST LYONS SUBDIVISION
SHEET 1 OF 2

15-66,809	
DATE:	03-14-2016
DRAWN BY:	M. VOYLES
CHECKED BY:	ETB/XXX/XXX

Flatirons, Inc.
Surveying, Engineering & Geomatics
www.FlatironsInc.com

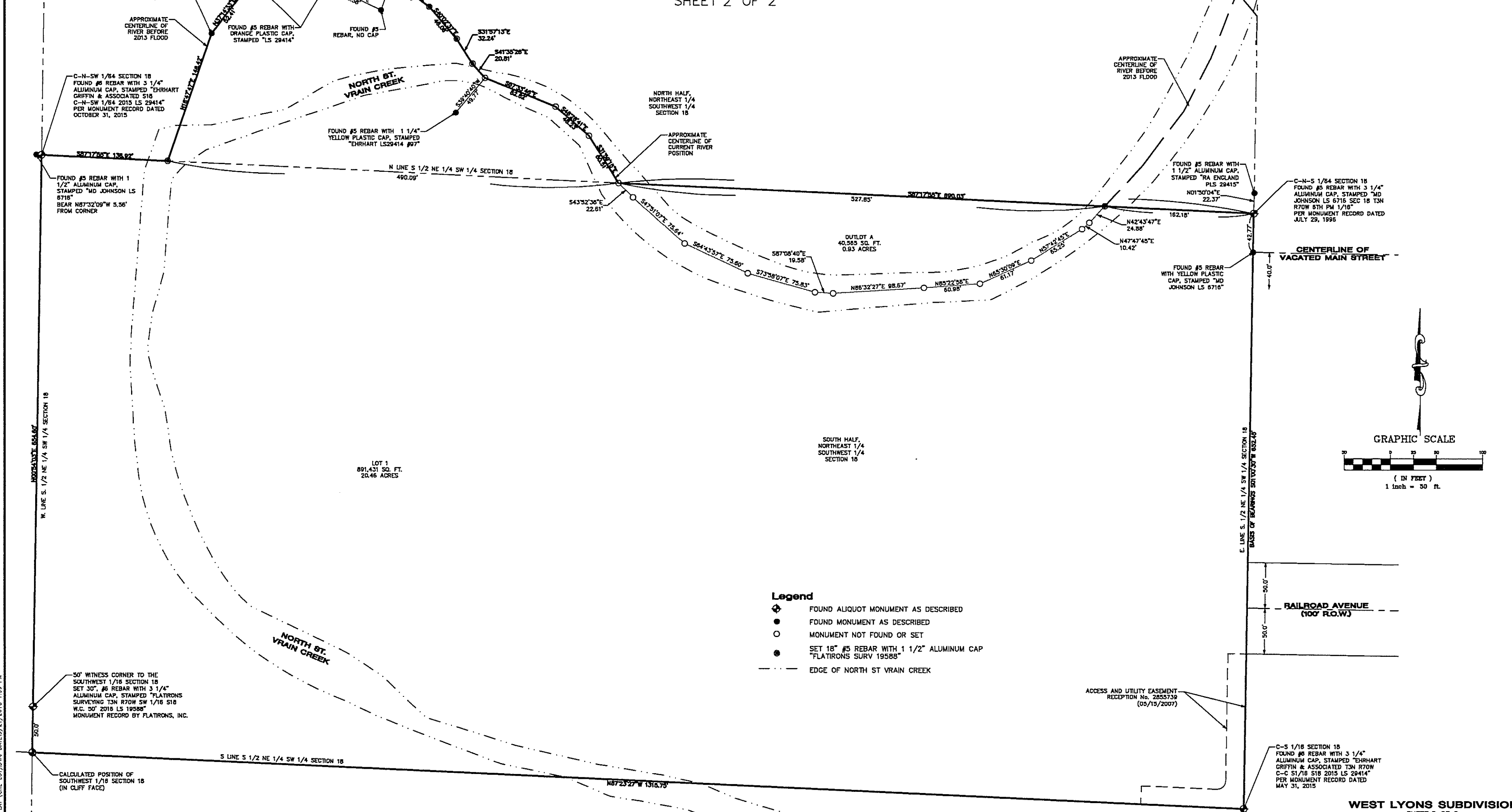
655 FOURTH AVE, LONGMONT, CO 80501, PH: (303) 776-1733, FAX: (303) 776-4355
3825 IRIS AVE, STE 395, BOULDER, CO 80301, PH: (303) 443-7001, FAX: (303) 443-9830
3660 DOWNING ST, UNIT E, DENVER, CO 80205, PH: (303) 936-6997

COPYRIGHT 2016 FLATIRONS, INC.

BY:MVOYLES FILE:66809_FINAL PLAT (ONE LOT).DWG DATE:3/21/2016 1:00 PM

WEST LYONS REPLAT

LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 18,
TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M.,
CITY OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO
SHEET 2 OF 2



WEST LYONS SUBDIVISION
SHEET 2 OF 2

15-66,809	
DATE:	03-14-2016
DRAWN BY:	M. VOYLES
CHECKED BY:	ETB/XXX/XXX

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FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (this "Amendment") is made and entered into as of this _____ day of _____, 2016, by and between the TOWN OF LYONS, a statutory municipality of the State of Colorado (the "Town") and LYONS PROPERTIES, LLC, a Colorado limited liability company ("LP"). The Town and LP may be referred to individually as a "Party" and collectively as "Parties."

RECITALS:

A. The Town and LP previously entered into that certain Memorandum of Agreement, dated January 12, 2016 (the "MOA"), with respect to correcting property boundary line disputes between the Parties, and otherwise setting forth certain rights and responsibilities for the Parties after the major flood that occurred in 2013 on the North St. Vrain Creek, which flood caused a shift in the course of the North St. Vrain Creek. For purposes of this Amendment, all capitalized terms used herein shall have the meanings ascribed to them in the MOA, unless otherwise defined herein.

B. The parties hereto now desire to amend the MOA as set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as though set forth in full.

2. Amendments.

(a) There is hereby added a new paragraph 8.1 to read in its entirety as follows:

> "In addition to the surveyor finalizing the exhibits to the various easements contemplated in this MOA, the surveyor shall prepare a survey clearly highlighting and designating the boundary between the LP Property and Meadow Park (the "Boundary Survey"), in order to assist with the resolution of boundary line gaps and variances as between the properties owned by the Parties only. The primary purpose of the Boundary Survey will be to allow the Parties to jointly petition the Boulder County District Court ("District Court") to permanently establish the boundary line between the LP Property and Meadow Park as referenced and shown in the Boundary Survey, in accordance with the process set forth in Article 44 of Title 38, C.R.S., or, alternatively, to enter into a boundary line agreement as authorized by C.R.S. § 38-44-112."

(b) Paragraph 9 of the MOA is hereby amended in its entirety to read as follows:

> "The Boundary Survey and any resulting boundary line changes proposed must be approved by both Parties. The surveyed metes and bounds legal descriptions of all easements referenced in this MOA must also be approved by both Parties. For purposes of this MOA, the document containing the agreed-upon surveyed metes and bounds legal descriptions of all easements referenced herein shall be known as the "Final Easement Descriptions." The Parties agree to negotiate in good faith regarding any disputes relating to the Boundary Survey or the Final Easement Descriptions. The Parties agree that no action may be instituted in the Boulder County District Court pursuant to Article 44, Title 38, C.R.S. or no boundary line agreement shall be entered into until such time as the Parties have agreed to the form and content of the Boundary Survey and the Final Easement Descriptions."

(c) Section V of the Agreement is hereby amended in its entirety to read as follows:

> "**V. ESTABLISHMENT OF PERMANENT BOUNDARIES**
>
> 25. Once the Parties have agreed upon the form and content of the Boundary Survey in accordance with Paragraph 9 above, and in order to establish the permanent boundary between Meadow Park and the LP Property, the Parties agree to enter into a boundary line agreement as authorized by C.R.S. § 38-44-112 or, if necessary, to jointly petition the District Court in accordance with C.R.S. §§ 38-44-101 *et. seq.* to establish the permanent boundary between Meadow Park and the LP Property in accordance with the boundary as designated in the Boundary Survey. Within ten (10) calendar days following the effective date of the boundary line agreement entered into pursuant to C.R.S. §38-44-112 or entry of an order of the District Court approving the Boundary Survey, the Town agrees to convey to LP any claim of ownership that the Town may have to the Crescent which has as its southern boundary line the centerline of the North St. Vrain Creek. The Town shall deliver a quitclaim deed to LP in the form attached as **Exhibit 5**, that specifically identifies the Crescent by reference to the Boundary Survey.
>
> 26. LP agrees to convey to the Town any claim of ownership whatsoever that LP may have to land lying south of the boundary line as set forth in the Boundary Survey. Within ten (10) calendar days following the effective date of the boundary line agreement entered into pursuant to C.R.S. §38-44-112 or entry of an order of the District Court approving the Boundary Survey, LP agrees to convey to the Town any claim of ownership that LP may have to land lying south of the boundary line as set forth in the Boundary Survey. LP shall deliver a quitclaim deed to the Town in the form attached as **Exhibit 6**, that specifically

identifies the property interests to be quitclaimed by reference to the Boundary Survey.

27. The boundary line between Meadow Park and the LP Property shall be established by the Boundary Survey. Should the North St. Vrain Creek shift in the future, the boundary line will not shift with it.

28. Each Party agrees to record the quitclaim deed delivered to said Party in the real property records of the Boulder County Clerk & Recorder's Office within thirty (30) days of the date on which the order of the District Court is entered of record. Each Party shall provide the other Party with a copy of the quitclaim deed so recorded. The Parties also acknowledge and agree that the boundary line agreement entered into pursuant to C.R.S. § 38-44-112 or the order of the District Court entered pursuant to Article 44 of Title 38, C.R.S., if necessary, shall establish the permanent boundary between the LP Property and Meadow Park and shall be binding on the successor and assigns of the Parties."

(d) In line 3 of paragraph 12, the phrase "Final Land Survey is" shall be replaced with "Final Easement Descriptions are".

(e) Paragraph 13 of the MOA is hereby amended in its entirety to read as follows:

"The Parties will have thirty (30) days from the date on which the Final Easement Descriptions are approved to finalize the Water Control Structure Easement & Agreement and execute and record the Water Control Structure Easement & Agreement with the Boulder County Clerk & Recorder's Office."

(f) In line 3 of paragraph 17, the phrase "Final Land Survey is" shall be replaced with "Final Easement Descriptions are".

(g) Paragraph 18 of the MOA is hereby amended in its entirety to read as follows:

"The Parties will have thirty (30) days from the date on which the Final Easement Descriptions are approved to finalize the Potable Water and Wastewater Line Easement & Agreement and execute and record the Potable Water and Wastewater Line Easement & Agreement with the Boulder County Clerk & Recorder's Office."

(h) Notwithstanding anything in the MOA to the contrary, the MOA shall be amended such that all references in the MOA to the "MOA" shall refer to the MOA, as amended by this Amendment.

3. Conflict. This Amendment is and shall be construed as a part of the MOA. In case of any inconsistency between this Amendment and the Agreement, the provisions containing such

inconsistency shall first be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Amendment shall be controlling.

4. Force and Effect. Except as set forth in this Amendment, the terms and conditions of the MOA shall remain unchanged and in full force and effect.

5. Counterparts; Facsimile or Electronic Signature; Authority. The parties hereto agree that this Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The parties further agree that this Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth above.

TOWN:

TOWN OF LYONS, a statutory
municipality of the State of Colorado

By: _____
Connie Sullivan, Mayor, authorized
pursuant to Resolution

LP:

LYONS PROPERTIES, LLC,
a Colorado limited liability company

By: _____
Jerry Moore, Manager

Agenda Item No: IX-1

Meeting Date: May 2, 2016

Subject: Liquor Licensing Authority
Presenter: Jacque Watson, Deputy Town Clerk

Applicant: Town of Lyons
Address: Bohn Park, Second Avenue, Lyons, CO

Background:

The Town of Lyons submitted a Special Events Permit application April 11, 2016. According to the State Liquor Code, this matter should be decided before the Local Liquor Licensing Authority. The site of this event was posted on April 20, 2016 and may be considered by the Authority at this time.

According to the State Liquor Code, this matter should be decided before the Local Liquor Licensing Authority. Approval by the Board of Trustees should be contingent on the Town not receiving any objections to the application within the ten-day posting period. In the event objections are filed in the Clerk's office, a public hearing before the Board of Trustees should occur. The Clerk's Office has not received any objections to this Special Events Permit to date. Due to the absence of filed complaints, the Local Liquor Licensing Authority does not have to conduct a public hearing before making a decision on this special event permit.

Although approval and subsequent issuance of this special event permit rests solely on the Local Liquor Licensing Authority, this application must be sent in to the State of Colorado Department of Revenue within ten days after event approval.

The Lyons Outdoor Games will be held Saturday, June 4, 2016 in Bohn Park.

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- ☐ SOCIAL
- ☐ FRATERNAL
- ☐ PATRIOTIC
- ☐ POLITICAL
- ☐ ATHLETIC
- ☐ CHARTERED BRANCH, LODGE OR CHAPTER
- ☐ OF A NATIONAL ORGANIZATION OR SOCIETY
- ☐ RELIGIOUS INSTITUTION
- ☐ PHILANTHROPIC INSTITUTION
- ☐ POLITICAL CANDIDATE
- ☐ MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110 ☑	MALT, VINOUS AND SPIRITUOUS LIQUOR	$25.00 PER DAY
2170 ☐	FERMENTED MALT BEVERAGE (3.2 Beer)	$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Town of Lyons Parks, Recreation & Cultural Events
State Sales Tax Number (Required):

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): P.O. Box 49, Lyons, CO 80540

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): Bohn Park, 199 2nd Ave., Lyons, CO 80540

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE			
5. EVENT MANAGER Dave Cosgrove	7/11/72	P.O. Box 49, Lyons, CO 80540	303-823-8250

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
☑ NO ☐ YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
☑ NO ☐ YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☐ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date 6/4/16	Date	Date	Date	Date
Hours From 9:00 AM .m. To 11:00 PM .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE	DATE
D.S.	Parks & Recreation Director	4-11-16

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY): Town of Lyons
☑ CITY ☐ COUNTY
TELEPHONE NUMBER OF CITY/COUNTY CLERK: 303-823-6622

SIGNATURE	TITLE	DATE
	Mayor	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$

(Instructions on Reverse Size)

2015 Lyons Outdoor Games Site Map 2.0
Dry RV Camping Sites
Brewers Parking
Parking
Stage
Slackline
Main Festival Area
Reefers & Roll-off
Beer Tent
BMX
Kids Outdoor Games Area
Burning Can Beer Festival
Beer Relay Beer Corral
Camping
Non-Food Vendors
Breweries
Port-a-potties
Alcohol source
Electric
Licensed premise

Agenda Item No: 12-2

Meeting Date: May 2, 2016

Subject:	Liquor Licensing Authority
Presenter:	Jacque Watson, Deputy Town Clerk
Applicant:	Mojo Taqueria Hotel/Restaurant Liquor License
Address:	216 Main Street, Lyons, CO 80540

Background:

Pursuant to Colorado Revised Statutes, 12-47-312(1), the applicant is hereby advised that with regard to the application for a new Beer and Wine Retail Liquor License, an investigation has been made, and based on the results thereof, the following has been determined:

That the application was filed on March 25, 2016 in the Town Clerk's office and a public hearing has been scheduled for Monday, May 4, 2016. With a new liquor license application, the Local Liquor Licensing Authority must hold a public hearing in accordance with C.R.S. 12-47-311(1). The Town must post notice of hearing for a period of not less than 10 days; this hearing date represents 18 days. Publication of the hearing was published in a newspaper of general circulation on April 7, 2016.

That, although there was an active liquor license at this premise for more than 40 years, the premises being considered does not currently hold a liquor license, thus making this an application for a new license. Therefore, the applicant has supplied a petition of support signed by adult inhabitants of the neighborhood.

That from the evidence submitted, the applicant is leasing the premises from 5930 Washington Avenue, LLC and that 5930 Washington Avenue, LLC is the lawful owner of the premises.

That selling liquor in the manner currently proposed in the application is not in violation of the zoning codes as stated in the Lyons Municipal Zoning Code.

That Colorado Bureau of Investigation is conducting a background investigation on Michael Ty Hammes, the owner of Mojo Taqueria.

The public hearing on this application will be held May 2, 2016 at 7:00 p.m. in the Shirley F. Johnson Council Chambers of the Lyons Town Hall, 432 5th Avenue, Lyons, CO. At said hearing, the applicant shall have an opportunity to be heard regarding all matters related to this application, including all matters set forth herein.

DR 8404 (04/27/15)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor
Retail License Application

☒ New License ☐ New-Concurrent ☐ Transfer of Ownership

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: *www.colorado.gov/enforcement/liquor*
- Local License Fee $_____

1. Applicant is applying as a/an
   ☐ Corporation
   ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)
   ☐ Individual
   ☒ Limited Liability Company
   ☐ Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation: MOJO KITCHEN, LLC
   FEIN Number: 81-1534810

2a. Trade Name of Establishment (DBA): Mojo Taqueria
   State Sales Tax Number: 30468834
   Business Telephone: 303-859-9493

3. Address of Premises (specify exact location of premises, include suite/unit numbers): 216 E MAIN ST

City	County	State	ZIP Code
LYONS	BOULDER	CO	80540

4. Mailing Address (Number and Street): 314 McCONNELL DR

City or Town	State	ZIP Code
LYONS	CO	80540

5. Email Address: TYHAMMES@GMAIL.COM

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A — Nonrefundable Application Fees

- ☒ Application Fee for New License ..... $ 600.00
- ☐ Application Fee for New License w/Concurrent Review ..... $ 700.00
- ☐ Application Fee for Transfer ..... $ 600.00

Section B — Liquor License Fees

- ☐ Add Optional Premises to H & R ..... $100.00 X _____ Total _____
- ☐ Add Related Facility to Resort Complex ..... $ 75.00 X _____ Total _____
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☐ Beer and Wine License (County) $436.25
- ☐ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☒ Hotel and Restaurant License (City $500.00
- ☐ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License w/one opt premises (City) $600.00
- ☐ Hotel and Restaurant License w/one opt premises(County) $600.00

Section B (Cont.) — Liquor License Fees

- ☐ Liquor Licensed Drugstore (City) $227.50
- ☐ Liquor Licensed Drugstore (County) $312.50
- ☐ Manager Registration - H & R ..... $ 75.00
- ☐ Manager Registration - Tavern ..... $ 75.00
- ☐ Master File Location Fee ..... $ 25.00 X _____ Total _____
- ☐ Master File Background ..... $250.00 X _____ Total _____
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License (City) $227.50
- ☐ Retail Liquor Store License (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ Vintners Restaurant License (County) $750.00

Questions? Visit: *www.colorado.gov/enforcement/liquor* **for more information**

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			$

	Yes	No
7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	☐	☒
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):		
(a) Been denied an alcohol beverage license?	☐	☒
(b) Had an alcohol beverage license suspended or revoked?	☐	☒
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	☐	☒
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒
or		
Waiver by local ordinance? Other:	☐	☒
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee	☐	☒
12. Does the Applicant, as listed on line 2 of this application, **have legal possession of the premises by virtue of ownership**, lease or other arrangement?	☒	☐

☐ Ownership ☒ Lease ☐ Other (Explain in Detail)

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
5930 Washington Avenue, LLC	Mojo Kitchen	2-28-2021

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13. ☐ ☒

c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
None				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
None				

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☒
Number of additional Optional Premise areas requested. (See license fee chart)		
15. Liquor Licensed Drug Store applicants, answer the following: (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? **If "yes" a copy of license must be attached.**	☐	☒
16. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**		
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	☐	☒
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	☐	☒
(c) How long has the club been incorporated?		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	☐	☒
17. Brew-Pub License or Vintner Restaurant Applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	☐	☒

18a. For all on-premises applicants.
(If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)

Last Name of Manager	First Name of Manager	Date of Birth
Hammes	Michael	11/28/70

18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. ☐ ☒

Name	Type of License	Account Number

19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? ☐ ☒

If yes, provide an explanation and include copies of any payment agreements.

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the Applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	%Owned
Michael Hammes	314 McConnell Dr Lyons, CO	11/28/70	Owner	100%
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☐ Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
	Michael Ty Hammes, Owner	11/28/70

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

☐ Been fingerprinted

☐ Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

☐ Date of inspection or anticipated date _____

☐ Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.
Therefore, this application is approved.

Local Licensing Authority for Town of Lyons		Telephone Number 303-823-6622	☒ Town, City ☐ County	
Signature	Print		Title Mayor	Date
Signature (attest)	Print		Title	Date

REPRESENTATION OF APPLICATION CONCERNING CRIMINAL HISTORY
SUPPLEMENT TO APPLICATION FOR LIQUOR LICENSE

I, MICHAEL TY HAMMES, applied for a liquor license from the Town of Lyons Liquor Licensing Authority. As part of the processing of my application, I am required to undergo a federal and state criminal background check to determine the suitability of my character for the holding of a liquor license.

I understand that the Town of Lyons has submitted certain information provided by me to federal and state agencies for a criminal background check as part of the processing of my license application. To date, the Town has not received any federal or state reports and that such reports are necessary to determine the quality of my character as required by the applicable liquor laws.

In order to expedite the processing of my application, I hereby state and represent to the Town of Lyons Liquor Licensing Authority the following:

1. I have not been convicted (including my entering of a plea of guilty or no contest) of a crime in any federal or state court during the past 45 years, except for the following:

   _____

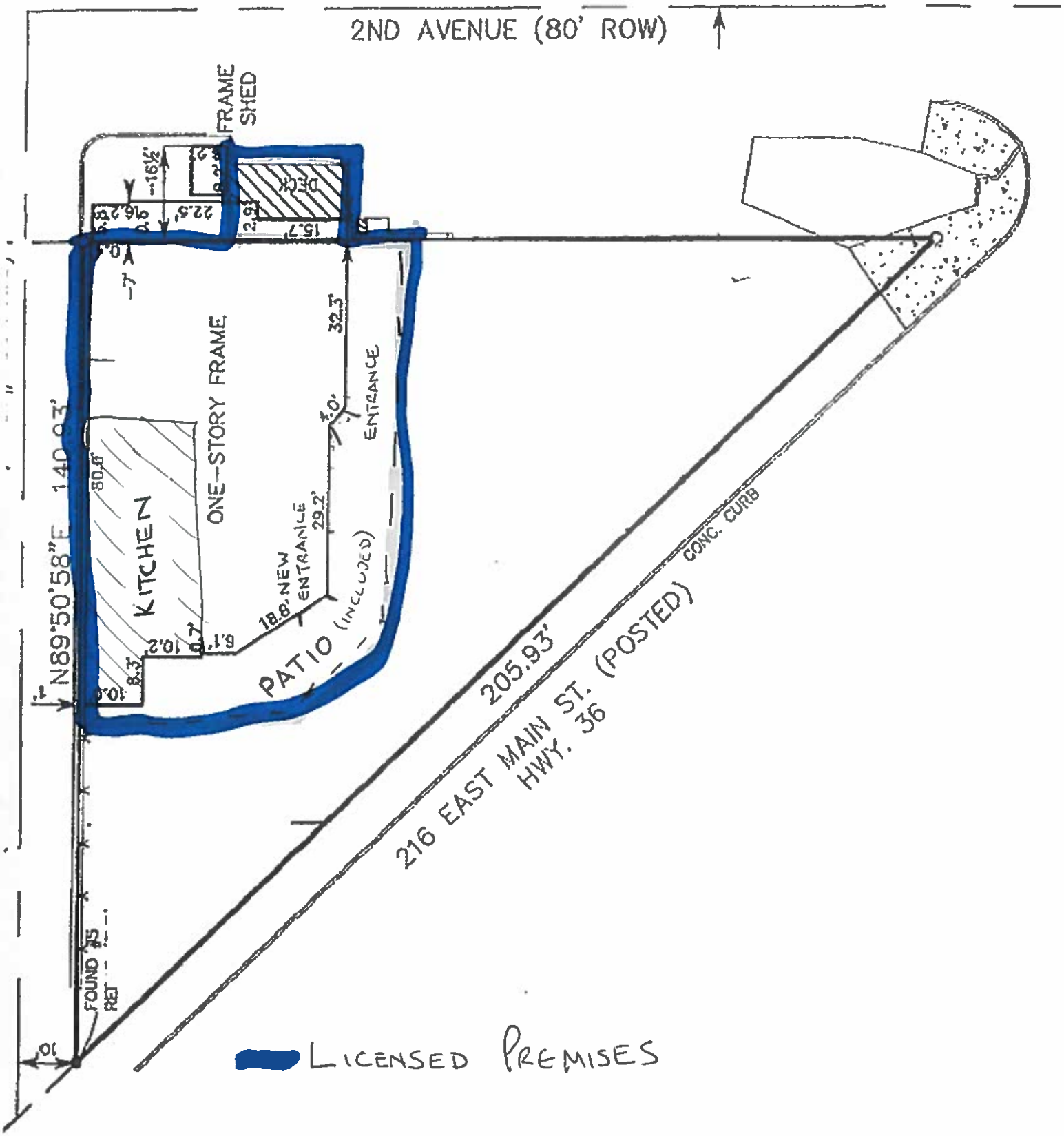
   _____

2. I understand and agree that, in the event the Town Liquor Licensing Authority issues the requested liquor license, the Authority may revoke or rescind its approval of the license following a hearing upon a determination that my representation in (1) above is false.

APPLICANT:

_____ _____

Print Name: MICHAEL TY HAMMES Print Name: _____


2ND AVENUE (80' ROW)
FRAME SHED
DECK
16½'
22.5'
16.2'
15.7'
2.8'
0.7'
32.3'
ENTRANCE
1.0'
ONE-STORY FRAME
KITCHEN
80.8'
N89°50'58"E 140.93'
18.8' NEW ENTRANCE
29.2'
PATIO (INCLUDED)
5.1'
10.2'
0.7'
8.3'
10.0'
205.93'
CONC. CURB
216 EAST MAIN ST. (POSTED)
HWY. 36
FOUND #5 REBAR
10'
LICENSED PREMISES

Petition to the Lyons Liquor Licensing Authority

I, the undersigned, am aware that an application for a retail hotel and restaurant liquor license has been filed with the Lyons Liquor Licensing Authority by and proposed to be located at 216 E MAIN ST Lyons, CO 80540

I am at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood:

Signature	Printed Name	Address	Date Signed	Yes ✓	No ✓
	Michael Hamner	316 McConnell Dr	3.11.16	✓	
	Erika Anderson	314 McConnell Dr	3-11-16	✓	
	DAVID RAHBANY	313 MCCONNELL DRIVE	3/11/16	✓	
	Ashley Rahbany	313 McConnell Dr Lyons, CO	3-11-16	✓	
	Jennifer Booth	310 McConnell Dr. Lyons, CO 80540	3-12-16	✓	
	Ian Brighton	322 Evans	3-12-16	✓	
	Theresa Brighton	322 Evans.	3-12-16	✓	
	R. Taylor Sims	482 Ute Hwy	3-12-16	✓	
	BONNIE SIMS	482 Ute Hwy	3/12/16	✓	
	Caleb Roberts	434 Reece St	3/12/16	✓	
	BRIAN VASEL	307 McConnell Dr	3/12/16	✓	
	Sarah Vasel	307 McConnell Dr	3/12/16	✓	
	Suzy Caturick	309 McConnell dr	3/12-16	✓	
	ANDRE CHACIFOUX	309 MCCONNELL DR	3/12/16	✓	
	L.M. KUTT	308 McConnell	3/12/16	✓	
	SCOTT SHARPE	318 McConnell	3/19/16	✓	

Signature	Printed Name	Address	Date	YES	NO
	Hella Pannewig	318 McConnell	3-19-16	✓	
	Peter A. Nagy	209 Welch Ct.	3.20.16	✓	
	JOHN HUNTER	305 McCONNELL	3.20.16	✓	
	Ann Herrmann	316 McConnell Dr	3-20-16	✓	
	Greg Lowell	411 Raymond Ct.	3-20-16	✓	
	Donna Lowell	411 Raymond Ct	3-20-16	✓	
	Anne Haakenson	317 McConnell Dr	3-20-16	✓	
	JEREE HERRMANN	316 McCONNELL	3-20-16	✓	
	NANCY PORTNER	501 GORANSON CT.	3-20-16	✓	
	Seth Portner	501 Goranson Ct	3/20/16		
	DeAnna Duncan	507 Goranson Ct.	3/20/16	✓	
	Brian Mulher	813 Upper 5th Ave	3/20/16	✓	
	Adam Schwartz	312 McConnell Dr	3/20/16		
	JENNIFER CRUZ	540 METLY ST.	03/20/16	✓	
	MATT Booth	310 McConnell	03/20/16	✓	

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Mojo Kitchen, LLC

is a

Limited Liability Company

formed or registered on 02/16/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161110330 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/18/2016 that have been posted, and by documents delivered to this office electronically through 03/21/2016 @ 13:38:46 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/21/2016 @ 13:38:46 in accordance with applicable law. This certificate is assigned Confirmation Number 9560111 .

Secretary of State of the State of Colorado

**********End of Certificate**********

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Agenda Item No: IX-3

Meeting Date: May 2, 2016

Subject: Liquor Licensing Authority
Presenter: Jacque Watson, Deputy Town Clerk

Applicant: Lyons Community Foundation
Address: Riverbend, 501 W Main, Lyons, CO

Background:

The Lyons Community Foundation submitted a Special Events Permit application March 24, 2016. The Lyons Community Foundation is the non-profit organization that will conduct the alcohol sales and serving in conjunction with a fundraising dinner listed on this application. According to the State Liquor Code, this matter should be decided before the Local Liquor Licensing Authority. The site of this event was posted on ~~April 20, 2016~~ April 28, 2016 and may be considered by the Authority at this time. Approval by the Board of Trustees should be contingent on the Town not receiving any objections to the application within the ten days posting period. The Clerk's Office has not received any objections to this Special Events Permit to date.

Although approval and subsequent issuance of this special event permit rests solely on the Local Liquor Licensing Authority, this application must be sent in to the State of Colorado Department of Revenue within ten days after event approval.

The Dinner will be held Wednesday evening ~~June 19, 2016~~. July 24, 2016

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1375 SHERMAN STREET
DENVER CO 80261
(303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU **MUST BE NONPROFIT AND ONE OF THE FOLLOWING** *(See back for details.)*

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY OWNING ARTS FACILITIES

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110 [x]	MALT, VINOUS AND SPIRITUOUS LIQUOR	$25.00 PER DAY
2170 [ ]	FERMENTED MALT BEVERAGE (3.2 Beer)	$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE: Lyons Community Foundation
State Sales Tax Number (Required): 98-09095-000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP): Box 546, Lyons, CO 80540

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP): River Bend, 501 West main St. Lyons, CO 80540

	NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE	Sandy Banta	1/24/59	Park St.	720.771.7195
5. EVENT MANAGER	Sandy Banta	1/24/59	Park St.	" " "

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
[x] NO [ ] YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
[x] NO [ ] YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? [x] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
July 24, 2016				
Hours From 2:00 P.m. To 9:00 P.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE	TITLE	DATE
Sandy Banta	LCF Advisory Board ~~Owner/manager~~ Lyons Farmette/ River Bend	3/24/16

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)		TELEPHONE NUMBER OF CITY/COUNTY CLERK
Town of Lyons	[x] CITY [ ] COUNTY	303-823-6622

SIGNATURE	TITLE	DATE
	Mayor	

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	$

(Instructions on Reverse Side)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE COMMUNITY FOUNDATION

is a

Nonprofit Corporation

formed or registered on 05/30/1991 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19911039409 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/31/2016 that have been posted, and by documents delivered to this office electronically through 04/04/2016 @ 15:29:23 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/04/2016 @ 15:29:23 in accordance with applicable law. This certificate is assigned Confirmation Number 9583939 .

Secretary of State of the State of Colorado

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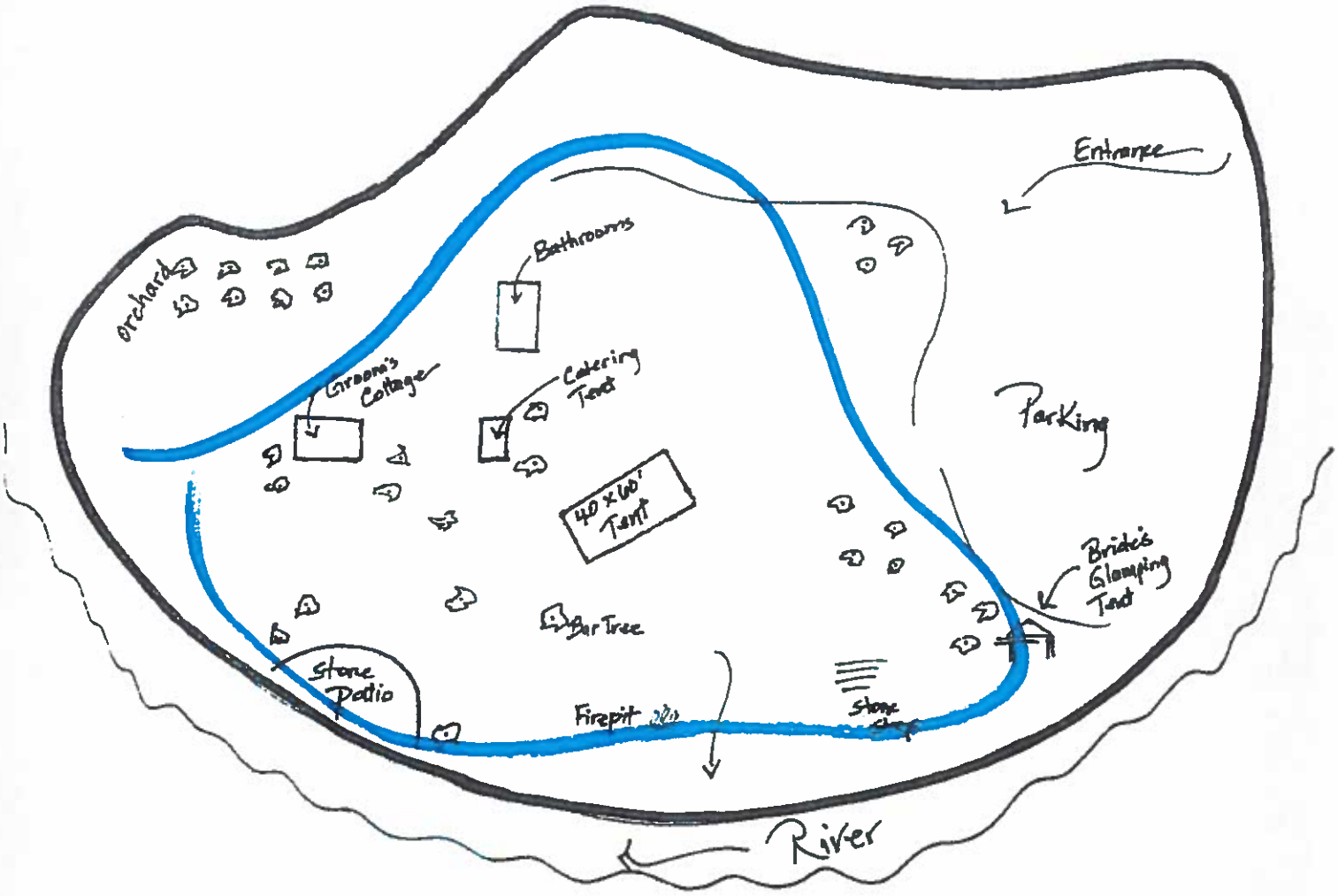
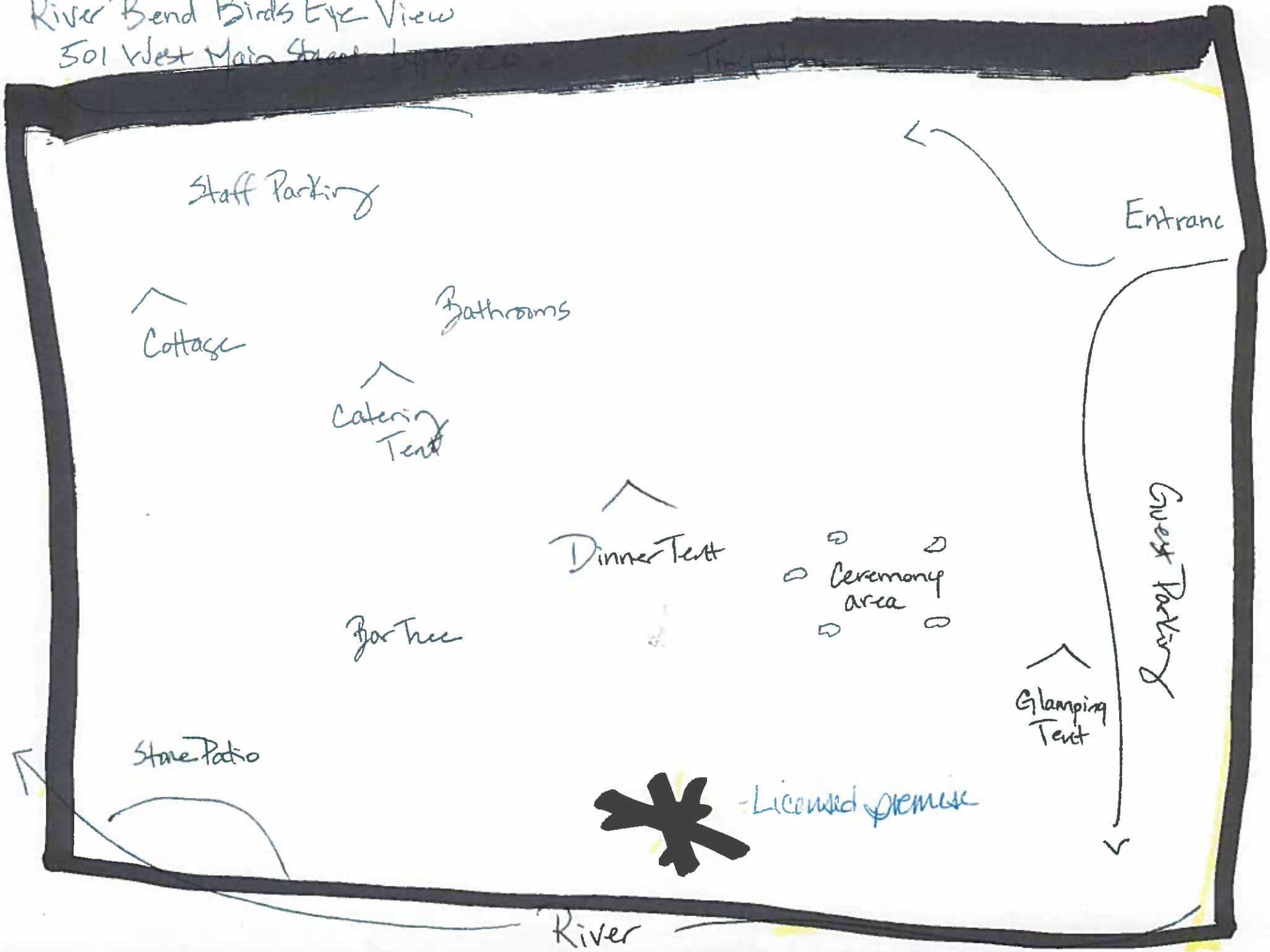
the blue line indicates the boundaries of the special Event

River Bend Bird's Eye View



River Bend Birds Eye View
501 West Main Street



Workshop 5:30 pm – 6:45 pm
Lyons PPA Master Plan - UPDATE

MINUTES

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

I. Roll Call and Pledge of Allegiance
Roll Call. Present: Mayor John O'Brien, Mayor Pro Tem Connie Sullivan, Trustee Barney Dreistadt, Trustee Dan Greenberg, Trustee Jim Kerr, Trustee Dawn Weller. **Absent:** Trustee LaVern Johnson.

II. A Reflective Moment of Silence

III. Approval of the Agenda
Motion: Mayor Pro Tem Sullivan moved to approve the Agenda.
Action: Approve, Moved by Mayor Pro Tem Connie Sullivan**, Seconded by** Trustee Dan Greenberg.

IV. Sgt Nick Goldberger, Sheriff's Dept Report
Sgt Goldberger reported residents still need to be aware of the IRS scams that are out there and other than that all is good.

V. Audience Business - no one wished to speak.

VI. Confluence Update/Signal at McConnell/Stone Canyon Update
Joe Kubala, Project Manager reported they are to get power to the signals sometime next week, the project slowed a little due to the weather but all is going well.
Joe Kubala, Project Manager reported Doug Miller and Linda Hubbard's building permits are on their way to Safebuilt, the only one left is for the Schey residence which staff is working on. With the recent snow/rain the roads in the Confluence Area have been slick there will be some better surfacing put down to help with that and Xcel will be in to lower the gas lines.
Joe Kubala, Project Manager reported they are waiting for historical clearances for the last few 404 buyout homes.

VII. Consent Agenda
1. April 2016 Accounts Payable
2. April 4, 2016 BOT Meeting Minutes
3. 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
4. July 6, 2015 BOT Meeting Minutes
Motion: Trustee Greenberg moved to approve the Consent Agenda
Action: Approve, **Moved by** Trustee Dan Greenberg, **Seconded by** Mayor Pro Tem Connie Sullivan.
Motion passed unanimously.

VIII. General Business
1. Resolution 2016-42, a Resolution Approving the First Amendment to the Memorandum of Agreement between the Town of Lyons and Lyons Properties, LLC
Town Attorney Kathie Guckenberger reported to the BOT the reason for the MOA and the amendment to the MOA due to the uncertain boundary lines between 501 W Main and Meadow Park due to the 2013 Flood.
After BOT discussion the BOT agreed the BOT needs to have summaries of the proposed changes to understand the changes that are being proposed. Also changes were made late this afternoon and the BOT had not had time to review the changes.

Motion: Mayor Pro Tem Sullivan moved to continue Resolution 2016-42 to the May 2, 2016 BOT meeting and for staff to provide a summary of the proposed changes.
Action: Continue **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Dan Greenberg.
Motion passed unanimously.

2. Resolution 2016-41, a Resolution Approving a Professional Services Agreement with Rock Solid Landscapes, Inc. for the Bohn Park Berm Landscaping Project.
Town Administrator Simonsen reported this project relates to a previously passed resolution and agreement. Resolution 2015-117, a Resolution Approving the 2nd Amendment to the Covenant and Agreement Respecting the Bradford Homestead and Use of Lot 1, and Agreement Respecting the Use of Lot E. The background documentation was presented to the BOT on November 16, 2015 and passed by a vote of 4-2. The meeting minutes were in your packet 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 eh established deadlines. The first requirement was the formalization of a landscaping plan which has been completed and agreed upon with the property owners. Town Staff contacted at least 8 landscaping companies to solicit quotes based on the provided plan in order to ensure that the project could be completed on or near the required date of May 15, 2016 deadline. Only 2 companies were able to respond and had the capacity to complete the project within the required timeline. The estimate and contract with the successful bidder were in your packet for your review. Town Staff has been in contact with the property owner to communicate progress and potential start dates as well as other project details. Town Administrator Simonsen reported Parks Director Cosgrove is seeking guidance as to there the BOT would like staff to utilize funding for this project since the cost of the project was not available during budget discussions. Town Administrator Simonsen reported staff recommendation would be to move forward with the project in order to be in compliance with the agreement to have the landscaping installed by May 15, 2016.
BOT discussions included that this item was approved after the 2016 Parks Budget was approved, what the overage is based on, whether or not there was time for staff to have included this cost in the 2016 budget, Parks to find the money needed within their budget, responsibility of the departments to know what they need in their budgets, why additional landscape was added (this was due to landowner wanting a buffer), public process, landowner and town entered in to this agreement in 2005 and it has not been completed, what the urgency is to get this completed now, negotiating flexibility in the end date, window to get the plantings done, exploring options for the cost of the project such as increasing fees in the park to cover the cost, using the Parks reserves, midyear budget adjustment, decrease costs within the Parks budget.
Motion: Trustee Dreistadt moved to approve Resolution 2016-41 with the Parks Director Cosgrove first looking at the Parks budget and decreasing costs or increasing fees to cover the $40,421, second using Parks Reserve, third a midyear budget adjustment and forth taking the money needed out of the Conservation Trust Fund.
BOT discussion concerning if Parks can't find the money within their budget that they come back to the BOT for approval and to present why they could not find within their budget, long standing agreement that is just being completed, midyear budget adjustment, contract stating landscaping shall be planted by a certain date or null and void, clear message needs to be sent to the Parks Dept to figure out where the money will come from versus laying it on the BOT (staff accountability).
Action: Approve, **Moved by** Trustee Barney Dreistadt, **Seconded by** Trustee Jim Kerr.
Vote: Motion passed (**summary:** Yes = 5, No = 1, Abstain = 0).
Yes: Mayor John O'Brien, Trustee Barney Dreistadt, Trustee Dan Greenberg, Trustee Dawn Weller, Trustee Jim Kerr.
No: Mayor Pro Tem Connie Sullivan.

3. 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
Cody Humphrey, Project Manager reported 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 to 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.
After BOT discussion the BOT agreed to the following changes to the resolution;

- ✓ In the first whereas change enhances sustainability to enhances economic sustainability
- ✓ Section 1, in first sentence units that are permanently affordable.... strike permanently
- ✓ Section 1, add to the last sentence with the emphasis on permanently affordable units
- ✓ Section 2, change (4) to read as follows deed restrictions, covenant controls, on further market-rate housing

Motion: Trustee Weller moved to approve Resolution 2016-43 with the changes listed above by the BOT.
The BOT thanked Cody Humphrey, for all of the work he has done on housing since he has come to work for the Town. The BOT also thanked the Special Housing Committee for all their work.
Action: Approve, **Moved by** Trustee Dawn Weller, **Seconded by** Trustee Barney Dreistadt.
Motion passed unanimously.

4. BOT to approve a Letter to Boulder County Transportation thanking them for their support of the community Eco Pass Program
Trustee Weller stated the letter is to thank Boulder County Transportation for helping the Town with the Eco Pass Program and new bus routes.
Motion: Trustee Weller moved to approve the Mayor signing the letter to Boulder County Transportation
Action: Approve, **Moved by** Trustee Dawn Weller, **Seconded by** Trustee Dan Greenberg.
Motion passed unanimously.

IX. Items Removed from the Consent Agenda - no items were removed from the Consent Agenda

X. Trustee Reports
Trustee Dreistadt referenced a parking study that was completed a few years ago and that there have not been a lot of changes since then, EDC is attempting to move the recycle station and the skate park for additional parking and will be looking at parking enforcement.
Trustee Dreistadt stated EDC will be sponsoring the Chamber Social in May and LAHC will be meeting tomorrow.
Trustee Greenberg reported the Library will be meeting tomorrow at the Annex.
Trustee Greenberg suggested getting a group together to walk back and forth across the highway at the McConnell/Stone Canyon signal lights when they are put in to celebrate the new signal.
Mayor O'Brien appointed Diane Dandeneau to the LAHC.
Mayor O'Brien shared with the BOT the changes in SB 16-173 concerning Golf Carts.
Mayor Pro Tem Sullivan stated the Watershed Board met last week, they are currently working on fish habitat in Bohn Park.
Mayor Pro Tem Sullivan stated that she would like an update on the Highland Ditch and the CDOT work along the stream at the May 2, 2016 BOT meeting.
Trustee Kerr stated he attended the UEB meeting and distributed the energy policy from MEAN.
Trustee Kerr stated he attended the MEAN quarterly meeting and will be attending the CAMU meeting in July.
Trustee Weller stated SFC met with Red Fox concerning Earth Day and they are excited about the new ideas they are bringing, exciting ideas to inspire nature experiences.
Trustee Weller stated Lyons Community Yard Sale and Clean Up Days are scheduled for May 21st and 22nd.
Trustee Weller stated SFC is also working on the fund raiser for Linda Hubbard.

XI. Staff Reports
Staff report highlights will be attached for the record.
Town Administrator Simonsen reported that Cody Humphrey, Project Manager will be leaving the Town as he has accepted another position in Colorado Springs. Town Administrator Simonsen reported Cody has worked diligently to seek permanent solutions to housing in Lyons, we wish him farewell.

XII. Adjournment
Motion: Mayor Pro Tem Sullivan moved to adjourn at 8:19 pm.
Action: Adjourn, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Dan Greenberg.

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."

MINUTES

TOWN OF LYONS

START TIME WILL BE IMMEDIATELY AFTER THE OUTGOING BOT MEETING

MONDAY, APRIL 18, 2016

NEW BOARD OF TRUSTEES MEETING

SHIRLEY F. JOHNSON COUNCIL CHAMBER

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

I. Affirmation of new Mayor and Trustees – Mayor Connie Sullivan, Mayor Pro Tem Greenberg and Trustees Karavas, Dreistadt, Waugh, Kerr and Miller took their oath of office.

II. Roll Call
Roll Call. Present: Mayor Connie Sullivan, Mayor Pro Tem Greenberg, Trustee Mike Karavas, Trustee Barney Dreistadt, Trustee Juli Waugh, Trustee Jim Kerr, Trustee Wendy Miller.

III. Approve the Agenda
Motion: Mayor Pro Tem Greenberg moved to approve the Agenda.
Action: Approve, **Moved by** Mayor Pro Tem Greenberg, **Seconded by** Trustee Jim Kerr.
Motion passed unanimously.

IV. Staff Reports
1. First Quarter 2016 Financial Review (Financial Update 2nd Meeting of every month)
Town Finance Director Cavalier reported on the 2016 First Quarter Financials to the new BOT.
Town Clerk Anthony will schedule a workshop for the new BOT on Town Financials.

V. Board and Commission Update
Mayor Sullivan stated Board and Commission updates could be after Audience Business.
Mayor Sullivan stated the Board and Commission Updates will give them more interactions with the Board of Trustees.
Mayor Sullivan appointed the new the following to the new BOT to be liaisons to the following Board and Commissions.
Mayor Pro Tem Greenberg - SFC and the Library District
Trustee Kerr – Parks and Recreation and UEB
Trustee Waugh – EDC
Trustee Karavas – Ecology
Mayor Sullivan –Watershed and rotate to other boards and commissions
Trustee Dreistadt – PCDC and LAHC
Trustee Miller – Human Services and Aging

VI. Audience Business - Limited to 15 minutes - All comments will be limited to 4 minutes per person
1. Bob Stuerman, McConnell Drive thanked the town for the work being done to install a signal at McConnell/Stone Canyon. Mr. Stuerman stated that McConnell Drive temporary road is in bad condition and asked that Public Works work on the road.
Town Administrator Simonsen reported the town was told after the flood that we would be able to put in a 1 -2 inch asphalt down but FEMA did not approve that, Public Works is grading the area regularly, it was graded again today. We are hoping to start the work on the bridge in the fall; once the bridge is completed McConnell Drive will be paved.
2. Wayne Anderson, Cnty Road 69, expressed his frustration with the FEMA processes the town has to follow, Bohn Park is a disgrace, and the town should not accept grant money with strings attached. Mr. Anderson feels the town is ham strung by the process and having to comply with the Federal Governments processes. Mr. Anderson stated a group could clean up Bohn Park in a few weekends and make it useable. Mr. Anderson asked the BOT to consider this versus being beholden to FEMA for improvements that the town doesn't really need. Mr. Anderson stated the use of the property next to Spirit Hounds is not suited for Public Works; it is a horrible use for that space. Mr. Anderson asked the town not to take grant funds with strings attached for the property for the Public Works Building.
3. Jean Stuerman, McConnell Drive asked why the town has not cleaned up the property next to the Lyons Farmette, it is an eyesore, nothing has been done to the property since the flood.
Town Administrator Simonsen reported that particular property is not in the Town Limits, it is in Boulder County, you will need to voice your complaints to the County.

VII. Ordinances – First Reading - Second Reading – Public Hearing (Authority Business)

1. First Reading, Ordinance 999, an Ordinance - Rezone/Final PUD Plan for Riverbend 501 W. Main

After discussion the following Trustees recused themselves, Miller, Waugh and Karavas. (these Trustees left the room) Mayor Pro Tem Sullivan explained that on first reading of an ordinance there is not much substance and the public hearing for the public to comment is on the second reading. Mayor Sullivan asked if the BOT if they wanted to move forward with Ordinance 999.

Motion: Mayor Pro Tem Greenberg moved to approve Ordinance 999 on first reading.

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

Vote: Motion passed (**summary:** Yes = 4, No = 0, Recuse = 3).

Yes: Mayor Connie Sullivan, Mayor Pro Tem Daniel Greenberg, Trustee Barney Dreistadt, Trustee Jim Kerr.

Recuse: Trustee Juli Waugh, Trustee Mike Karavas, and Trustee Wendy Miller.

VIII. Consent Agenda – no items were on the Consent Agenda

IX. General Business

1. Reappointment of Michow, Cox & McAskin, LLP - Town Attorney's Tim Cox, Kathie Guckenberger &Marcus McAskin

Motion: Trustee Waugh moved to reappointment of Michow, Cox & McAskin, LLP - Town Attorney's Tim Cox, Kathie Guckenberger &Marcus McAskin

Action: Approve, **Moved by** Trustee Juli Waugh, **Seconded by** Trustee Jim Kerr.

Motion passed unanimously.

2. Reappointment of Municipal Judge Kristin Brown

Motion: Mayor Pro Tem Greenberg moved to reappoint Municipal Judge Kristin Brown

Action: Approve, **Moved by** Trustee Juli Waugh, **Seconded by** Trustee Jim Kerr.

Motion passed unanimously.

3. Reappointment of Town Clerk Deb Anthony

Motion: Mayor Pro Tem Greenberg moved to reappointment of Town Clerk Deb Anthony

Action: Approve, **Moved by** Mayor Pro Tem Greenberg **Seconded by** Trustee Juli Waugh.

Motion passed unanimously.

4. Reappointment of Town Treasurer Tony Cavalier

Motion: Trustee Dreistadt moved to reappointment of Town Clerk Deb Anthony

Action: Approve, **Moved by** Trustee Dreistadt **Seconded by** Trustee Wendy Miller

Motion passed unanimously

X. Items Removed from the Consent Agenda - no items were on the Consent Agenda

XI. Trustee Reports (5 minutes per person)

Trustee Waugh stated she is excited to serve on the BOT that the orientation was great and she looks forward to the BOT accomplishing a lot this year.

Trustee Miller stated she is excited to be on the BOT and is looking forward to the next two years.

XII. Adjournment - Mayor Pro Tem Greenberg moved to adjourn at 9:24 pm, Trustee Miller seconded the motion with all voting in favor thereof.

Respectfully submitted by;

_____ _____

Deb Anthony, MMC – Town Clerk Mayor Connie Sullivan

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Town of Lyons
A/P Summary Bi-Monthly
5/2/16

Date & Check #		Handchecks	Description	Amount
4/19/16	94278	One Way	trash collection	$430.00
4/20/16	94279	DeFalco	confluence Improvements-FEMA	$252,258.20
4/20/16	94280	Longmont, City of	utilities	$12,279.46
4/19/16	91604010	Wells Fargo	Payment #2 new WWTP	$150,222.28
4/20/16	91604011	CO Dept Revenue	sales tax March 2016	$4,678.00
4/25/16	91604012	Monterey International	entertainment -Outdoor Games	$3,000.00

Total Handchecks..... **$422,867.94**

Payroll 4/22/16 .... **$40,419.66**

Unpaid Invoices - Vendor	Amount	Grant Funds	Grant Name
4 Rivers Equipment:	$619.66		
437 Main St. Partnership, LL	$2,258.00		
American Fence Company, I	$75.00	$75.00	FEMA
Bestway Concrete Company:	$481.50		
Boulder County Finance:	$36,527.00		
Bryan Constuction, Inc.:	$19,877.00	$10,715.18	DOLA
C.E.S.:	$92.25		
Canaima Outdoors, Inc.:	$750.00		
CIRSA:	$16.50		
Colorado Assoc. Municipal U	$275.00		
DeCoster, Chrystal:	$288.57		
Deep Rock Water:	$156.25		
DeFalco Construction Comp	$372,554.96	$372,554.96	FEMA
E-470 Public Hwy Authority:	$28.10		
Hatrock Excavating:	$500.00	$500.00	FEMA
Higher Ground Ministries Inte	$250.00		
Humana, Inc:	$1,125.59		
Kerr, James F.:	$865.67		
Kristin Nordeck Brown, PC:	$1,000.00		
Landis+Gyr Technologies, L	$684.05		
Leeuwenburgh, Jacob:	$180.00		
Longmont, City of:	$22.50		
Loris and Associates:	$5,322.50	$5,322.50	FEMA
Lyons Automotive:	$827.89		
LES PTO	$250.00		
Lyons Fire Protection District:	$140.00		
Michow Cox & McAskin LLP:	$20,810.74		
Pitney - Bowes:	$122.38		
PLIC-SBD Grand Island:	$351.54		
Quill:	$483.89		
Rexel:	$17.36		
Ricker Cunningham:	$14,784.09	$14,784.09	Colorado Heritage

Town of Lyons
A/P Summary Bi-Monthly
5/2/16

Stamey Associates, Inc.:	$3,247.50		
UMB Bank, NA:	$19,093.75		
United HealthCare Insurance	$20,495.94		
Vasquez, Raul:	$400.00	$400.00	FEMA
Verizon Wireless:	$312.85		
Vision Service Plan (VSP):	$405.18		
Unpaid Invoices as of 4/28/16	**$525,693.21**	**$404,351.73**	**Grant Expenditures**

Total (hand checks, unpaid invoices & payroll)	**$988,980.81**

April 28, 2016

Item # X-3
Resolution 2016-45, a Resolution Authorizing a Professional Services Agreement for Materials Testing for the Water Transmission Line Phase 2

To: Victoria Simonsen, Administrator
Lyons Town Board of Trustees

Reference: Water Transmission Line Phase 2 Materials Testing

In October, 2015, Proposals were received for Quality Assurance-Materials Testing for various projects in the Town for 2015-2016. Fifteen (15) Consultants submitted proposals for the projects. After reviewing the proposals, an Ad-Hoc committee selected Terracon Consultants with several offices in Colorado, for this project.

The work will include testing of materials as required by the Town. The maximum contract amount is not to exceed $5,000.00.

The work is expected to begin in May, and will be completed after the project is finished with construction. Work includes taking samples as required, performing testing on the samples, and reporting results in a format acceptable to the Town. Please see the attached proposal from Terracon Consultants, Inc. for the testing.

RESOLUTION 2016-45

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR MATERIALS TESTING FOR THE WATER TRANSMISSION LINE PHASE 2

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

WHEREAS, The Town has chosen to manage this project,

WHEREAS, the Town's needs to perform Quality Assurance and Materials Testing for this project,

WHEREAS, the Board of Trustees, in consultation with the town staff, issued a Request for Proposals seeking companies that are capable of performing said professional services; and

WHEREAS, the Town has reviewed the proposals received and selected Terracon Consultants, Inc. as the successful Consultant.

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

Section 1. The Town Board of Trustees hereby selects Terracon Consultants, Inc as the successful Consultant for completing the Quality Assurance and Materials Testing, and authorizes the Mayor or the Town Administrator to execute and the Town Clerk to attest the Administrator's or the Mayor's signature on an Agreement for Professional Services with Terracon Consultants, Inc in accordance with the terms and conditions set forth in the Request for Proposal with a maximum amount not to exceed $5,000.00.

ADOPTED THIS 2nd DAY OF MAY 2016.

TOWN OF LYONS, COLORADO

_____

By: Connie Sullivan, Mayor

ATTEST:

_____

Debra K. Anthony, Town Clerk

October 21, 2015

Town of Lyons
432 5th Avenue, P.O. Box 49
Lyons, Colorado 80540

Attn: Joe Kubala, P.E.
jkubala@townoflyons.com

Re: Proposal for Materials Testing Services
Lyons 2015/2016 Capital Improvements Program, and Flood Recovery Program
Town of Lyons, Colorado
Terracon Reference No. P22150108

Dear Mr. Kubala,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials services for the the Town of Lyons CIP and Flood Recovery Program for the 2015/2016 calendar year. Our proposal includes an outline of the project information provided to us, the proposed scope of services, and unit rates.

A. PROJECT INFORMATION

Our understanding of the required construction materials services for this project is based upon information provided by your firm and our experience with other projects of this type. Pertinent project information is summarized below.

ITEM	DESCRIPTION
Location	We anticipate providing materials testing services for the following projects located in Town of Lyons for the Client: ▪ Confluence Neighborhood ▪ Water Transmission Main ▪ Creek Restoration Project ▪ Meadow Park Utilities/Drainage/ & Flood Plain ▪ 2nd Avenue Bridge ▪ McConnell Bridge ▪ Wastewater Treatment Plant ▪ Outfall for Wastewater Treatment Plant
Description of Construction	We understand the projecs will consist of various types of construction which may include underground utility installation, roadway concrete work – sidewalk, curb and gutter, inlets and manholes, roadway subgrade and base course, and asphalt concrete paving.

B. SCOPE OF SERVICES

Terracon proposes to provide testing and inspection services as summarized below.

ITEM	DESCRIPTION
Earthwork Moisture/Density Testing and Proofrolls	A qualified technician will obtain appropriate samples for laboratory tests and perform in-place field density testing for dry utilities, sanitary sewer, sewer services, storm sewer, water main lines, water services. Inlets and manhole backfill, sidewalk / curb and gutter subgrade and/or base, roadway subgrade. As requested, proofrolls will be observed by a qualified technician for roadway subgrades and base course. Terracon will identify un-stable and stable subgrade/fill based on proofrolls performed by the contractor with a loaded water truck or similar wheel roll vehicle.
Concrete Testing	Testing and sampling will be performed on the concrete used for inlets and manholes, sidewalk, and curb and gutter construction. The concrete will be tested for slump, air content, unit weight and temperature at the time of placement. Testing will be performed according to the assumption below. ▪ Inlets and Manholes: 1 set of five 4”x8” cylinders per day and 1 set of field tests (slump, air, unit wt, temp.) per day ▪ Sidewalk, Curb and Gutter: 1 set of five 4”x8” cylinders for each 100 cubic yards or fraction thereof per day and field tests for first 3 trucks plus each 100 cubic yards per day
Asphalt Concrete Paving	A Terracon representative will be provided, on an as-scheduled basis, to perform field density-compaction testing by nuclear methods during asphalt concrete paving operations. The asphalt concrete will be sampled and submitted to our laboratory for testing required by Town of Lyons. We anticipate performing the following laboratory tests: Extraction, Gradation, and Marshall. Cores will be taken by the contractor and/or Terracon in order to verify pavement thickness and to correlate the nuclear density gauge used for compaction testing. Asphalt roadways will be tested at the following frequencies: ▪ Density Tests: 1 per 500 linear feet of course, each lane ▪ Extraction, Gradation, Marshall: 1 set per 1,000 tons placed or 2 per day maximum
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. All field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget, communicating with the contractor regarding schedule, deviations, and resolution of outstanding deviations. In order to help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

Commitment to Fast Report Turnaround:
We understand the importance of report turnaround to our clients and are committed to quick delivery of test results as well as the following reporting standards:

- Failing tests or non-conformance items are immediately relayed to the designated parties and handwritten draft reports are available at the end of each day.
- Formal reports with non-conformances (Deviation Reports) are provided within 24 hours of testing.
- Formal reports without non-conformances are provided within five business days.
- Formal laboratory test reports are provided within two days of test completion.

For more information about CMELMS and Terracon, please visit our website at http://www.terracon.com/services/construction-materials/

Scheduling of Services: We understand that the client may not be involved with scheduling of services; this is typically the responsibility of the general contractor. We request that the following information be passed on to whom will be responsible for scheduling services.

- Scheduling testing services with a minimum of 24 hours' notice.
- Scheduling is performed through our dispatcher; the direct dispatch phone number is (303) 776-3921.
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project, failure to do so will result in a cancellation fee.
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.

C. COMPENSATION

Our unit rates associated with each testing item, laboratory testing, and consulting services are included on the attached Reimbursement Schedule. For purposes of our proposal, overtime is defined as all hours in excess of 8 per day and all hours worked on holidays. Overtime rates will be 1.5 times the hourly rate quoted.

D. AUTHORIZATION

We appreciate the opportunity to propose on this project. If the scope and budget is acceptable to you, please sign and return a copy of our Agreement for Services or provide us with the Town of Lyons Service Agreement for review and execution. Please contact us if you have any questions..

Sincerely,
TERRACON CONSULTANTS, INC.

Eric A. Buol
Office Manager

Copies to: Addressee (via e-mail)

Enclosure: Reimbursement Schedule
Similar Project Information
Agreement for Services
Project Manager Resume

REIMBURSEMENT SCHEDULE
Materials Testing Services

Personnel

Principal Engineer (Meetings / Consulting).....$145.00/hr
Project Engineer (Meetings / Consulting).....115.00/hr
Project Manager (Meetings / Consulting).....100.00/hr
Engineering Technician (Stand by time / Sample pick up).....52.00/hr

Note: An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on same day calls, Saturday, Sunday and Terracon recognized Holidays. All charges are portal to portal.

Field Testing (Includes Technician and PM time) – (does not include trip charge)

Moisture / Density (soils).....35.00 / test (minimum of 3 tests per visit)
Air / Slump / Cylinders .....250.00 / field test and set of 5 cylinders
Proof roll ..... 190.00 / event
Density (asphalt).....35.00 / test (minimum of 3 tests per visit)

If number of density tests is more than 7 per visit the following rates apply:
Half Day Charge .....250.00 / visit
Full Day Charge.....500.00 / visit

Laboratory Testing

Atterberg Limits 60.00/ea
Sieve Analysis (washed).....60.00/ea
LA Abrasion 200.00/ea
R-Value 350.00/ea

Laboratory Moisture-Density Relationships
Standard Proctor.....130.00/ea
Modified Proctor.....180.00/ea

Extra Concrete Compressive Strength (4" x 8" cylinder) 16.00/ea

Asphalt Extraction/Gradation and Asphalt Content..... 185.00/test
Marshall/Gyratory (3 molded specimens – stability, flow, voids, unit wt)..... 350.00/test
Asphalt Coring ..... 40.00/core plus Technician Time

Vehicle Charge 15.00/trip

Outside services .....At cost + 15%
Other Services..... Upon Request

SIMILAR PROJECT INFORMATION

Meadow Park Phase 2 Reconstruction 2015-2016 – Client: Krische Construction

Meadow Park improvements from 2013 flood event located in Lyons, Colorado. New park structure foundation observation and compaction testing, utility installation backfill moisture-denstiy testing, field and laboratory concrete testing, reinforcing steel, structural masonry, and structural steel special inspections.

State Highway 119 Improvements 2015 – Client: City of Longmont

Reconstruction and widening of SH 119 from Pratt Parkway to US 287 in Longmont, Colorado. Field and laboratory testing of road base and subgrade, field and laboratory concrete testing, concrete coring for thickness and compressive strength.

Lyons Various Projects 2015 – Client: Town of Lyons

Performed laboratory testing of road base material and provided consulting services.

2015 Asphalt Overlay Program 2015 – Client: City of Longmont

Repair / replacement of asphalt paved streets in Lonmgont, Colorado. Field and laboratory testing of road base and subgrade. Asphalt field densities, coring, and laboratory testing.

County Line Road Bridge Replacement 2014 – Client: J-U-B Engineers

Replacement of County Line Road Bridge at St Vrain Creek from 2013 flood event, Longmont, Colorado. Field and laboratory testing of road base and subgrade including proof rolls, asphalt concrete field and laboratory testing.

Rough and Ready Ditch Rehabilitation 2014 – Client: Lawrence Construction

Replacement of river and ditch structures at St Vrain Creek, west of Highway 36 from 2013 flood event, Lyons, Colorado. Field and laboratory testing of aggregate and soils. Field and laboratory testing of concrete.

Reference Number: P22150108

AGREEMENT FOR SERVICES

This AGREEMENT is between Town of Lyons ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lyons 2015-2016 Capital Improvements Projects project ("Project"), as described in the Project Information section of Consultant's Proposal dated 10/21/2015 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. Scope of Services. The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. Acceptance/ Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. LIMITATION OF LIABILITY. **CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Colorado law.
12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant:	Terracon Consultants, Inc.	Client:	Town of Lyons
By:	Date: 10/21/2015	By:	Date:
Name/Title:	Eric A Buol / Project Manager	Name/Title:	Joe Kubala /
Address:	1242 Bramwood Pl.	Address:	PO Box 49
	Longmont, CO 80501		Lyons, CO 80540
Phone:	(303) 776-3921 Fax: (303) 776-4041	Phone:	(303) 823-6622 Fax:
Email:	Eric.Buol@terracon.com	Email:	jkubala@townoflyons.com

Reference Number: P22150108

ERIC A. BUOL
OFFICE MANAGER

PROFESSIONAL EXPERIENCE

Mr. Buol is the office manager of Terracon's Longmont, Colorado office with 11 years of experience in providing construction materials testing / inspection and geotechnical exploration services. Mr. Buol provides project management oversight, as well as supervision of office operations.

Mr. Buol concentrates on client relationships as a part of project management; providing consultation and developing long-term working relationships in the industry. Safety is a core value of Terracon, and Mr. Buol communicates the importance of safety in the workplace to his staff, as well as sees that proper safety training and procedures are followed on all projects.

Prior to serving as office manager, Mr. Buol served as a staff geologist and materials department project manager. His experience includes geotechnical investigations including site layout, field exploration, data input and evaluation, and performing a vast variety of field and laboratory testing for soils, concrete, asphalt, and masonry materials. Additionally, he provided reinforcing steel, post-tension, structural masonry, foundation, and drilled pier inspections.

Serving as the local training coordinator and the local safety coordinator for the Longmont office, Mr. Buol insures that personnel have appropriate training and certifications for assigned projects and adhere to Terracon's incident and injury free (IIF) core safety rules and practices.

Mr. Buol has provided observation and testing services for each phase of commercial, residential, institutional and highway project development including earthwork grading, underground utilities, concrete placement, pavement subgrade preparation, and asphalt or concrete paving. He is proficient in performing various laboratory tests and interpreting the results in relation to field conditions as needed.

PROJECT EXPERIENCE

Mill Village – Longmont, Colorado

Mr. Buol served as construction materials project manager and on-site inspector for the 19 building multi-family housing development. The project included post-tensioned slab on grade construction, drilled pier foundation system for the clubhouse-silo structure; and road subgrade stabilization. Terracon performed field inspections for the PT system, reinforcing steel, wall hold down installation, and field welded connections, and performed field and laboratory testing of soils, concrete and asphalt.

2120 Blake Street Lofts – Denver, Colorado

On-site inspector for the 140-unit luxury apartment complex with parking structure. Services during construction included site over-excavation, drilled pier inspections, reinforcing steel, structural masonry, post-tension cable placement and post-tension stressing conformation and observations, as well as field and laboratory testing of soils and concrete.

Education

Bachelor of Science, Geology, Colorado State University, 1998

Certifications

International Code Council (ICC) – Reinforced Concrete Special Inspector

ACI Concrete Field Testing Technician – Grade I

PTI Level 2 Unbonded PT Inspector

10-Hour OSHA Construction Safety and Health

40-Hour OSHA HAZWOPER Certification

NDE Level II per SNT-TC-1A (Visual Testing of Structural Steel) 1/2007

Phase I Environmental Site Assessment Fundamental, 5/2006

Roof Observer Training, 12/2005

Nuclear Density Gauge Safety Training

Work History

Terracon Consultants, Inc., Office Manager, 2015 to present; Staff Geologist, 2006-2015; Field Technician, 2004-2006

Bear Construction and Design, Inc., Carpenter/Framer, 2001-2004

Holnam, Inc., Petrographer, 1997-2000

Marriott Hotel – Westminster, Colorado

Mr. Buol served as an on-site engineering technician performing testing and special inspections for the $42.5M, six-story Marriott Denver Westminster. When completed, the Marriott was the first full-service hotel built on the Denver-Boulder corridor featuring 212 guest rooms, a restaurant with outdoor dining and 12,000sf of meeting space.

St. Vrain Valley and Boulder Valley School Districts – Longmont and Boulder, Colorado

Performed geotechnical investigations for several facilities including Ryan, Sanchez, and Hygiene Elementary Schools, and Frederick High School. Also conducted construction materials testing and observations on new schools in Longmont, Erie, Mead, and Firestone, Colorado. Testing and observations included soils, drilled piers, concrete, reinforcing steel, structural steel, spray-applied fire resistant material, and masonry.

Brighton Middle School – Brighton, Colorado

Performed structural steel observations and vapor emission tests during the remodeling of Brighton High School, as well as during construction of the new Brighton Middle School.

Windmill Generator Farm – Weld County, Colorado

Performed a geotechnical exploration for a windmill generator farm near Grover, Colorado in Weld County. Services were performed in collaboration with Terracon's Greeley office staff.

Residential Developments – Colorado

Performed geotechnical investigations and construction materials engineering and testing services on developments throughout Weld and Boulder Counties. Also designed individual sewage disposal systems (ISDS) for single-family homes in Weld, Boulder, Larimer and Adams Counties. Designs included evapotranspiration, absorption, and combination systems.

Phase I Environmental Site Assessments – Colorado

Conducted Phase I ESAs for several sites in Boulder County and Weld County. Sites included undeveloped land and agricultural property, hotels, residential areas, former gravel quarries, asphalt plants, storage areas, churches, a sugar processing plant parcel, and automobile service facilities, as well as for the Kimbark Street proposed parking structures for the City of Longmont.

University of Colorado Projects – Boulder, Colorado

Project Manager for various projects on the University of Colorado campus in Boulder including the Recreation Center Renovation, Baker Hall Renovation, and parking lot renovations. Services included concrete, reinforcing steel, structural steel, masonry, asphalt and soils testing, and drilled pier inspections.

April 26, 2016

Town of Lyons
432 5th Avenue, P.O. Box 49
Lyons, Colorado 80540

Attn: Joe Kubala, P.E.
jkubala@townoflyons.com

Re: Proposal for Materials Testing Services
Water Line Extension - Riverbend
Meadow Park / SH 7 and US 36, Town of Lyons, Colorado
Terracon Reference No. P22161037

Dear Mr. Kubala,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal / fee estimate to provide construction materials services for the Water Line Extension – Riverbend project.

We understand the project will consist of installation of 12 inch water lines from Meadow Park extending about 700 feet east on Railroad Ave, and extending north about 1,000 feet to US Highway 36. Construction will consist of water line installation and backfill, concrete flatwork, and asphalt paving and patching. Terracon's services will include field and laboratory testing of soils and concrete, and field testing of hot mixed asphalt pavement.

Terracon appreciates the opportunity to propose on this project, please contact us if you have any questions.

Sincerely,
TERRACON CONSULTANTS, INC.

Eric A. Buol
Office Manager

Copies to: Addressee (via e-mail)

Enclosure: Reimbursement Schedule
Fee Estimate

REIMBURSEMENT SCHEDULE
Materials Testing Services

Personnel

Principal Engineer (Meetings / Consulting).....$145.00/hr
Project Engineer (Meetings / Consulting).....115.00/hr
Project Manager (Meetings / Consulting).....100.00/hr
Engineering Technician (Stand by time / Sample pick up).....52.00/hr

Note: An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on same day calls, Saturday, Sunday and Terracon recognized Holidays. All charges are portal to portal.

Field Testing (Includes Technician and PM time) – (does not include trip charge)

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Asphalt Extraction/Gradation and Asphalt Content..... 185.00/test
Marshall/Gyratory (3 molded specimens – stability, flow, voids, unit wt)..... 350.00/test
Asphalt Coring ..... 40.00/core plus Technician Time

Vehicle Charge 15.00/trip

Outside services .....At cost + 15%
Other Services..... Upon Request

FEE ESTIMATE
Construction Materials Testing Services
Water Line Extension - Riverbend, Town of Lyons, Colorado
Terracon Consultants, Inc.

SERVICES	UNIT RATES				QTY	TOTAL
Field and Laboratory Services						
Standard Proctor Test	$130.00	per test	2 tests		2	$260.00
Modified Proctor Test (Road Base)	$180.00	per test	1 tests		1	$180.00
Atterberg Limits (Road Base)	$60.00	per test	1 test		1	$60.00
Sieve Analysis (Road Base)	$60.00	per test	1 test		1	$60.00
Moisture / Density (soils)	$35.00	per test		40 tests	40	$1,400.00
Moisture / Density (asphalt)	$35.00	per test		15 tests	15	$525.00
Concrete Testing (with set of 5 cylinders)	$250.00	per test		2 tests	2	$500.00
Trip Charge	$15.00	per trip		20 trips		$300.00
					Subtotal	$3,285.00
Total Estimated Fee						**$3,285.00**

Assume 1 test per lift per 200 lf
Location A = 700' at 6' of fill = 18 tests
Location B = 1000' at 4' of fill = 20 tests

Meeting Date: 05/02/2016

Item # X-4

Subject: Resolution 2016-46,
Recommendation to enter into a Professional Services Agreement with Ecosystem Services LLC for Golden Eagle Nest Monitoring Required By Federal Fish And Wildlife Permit #MB82833B-0

Presenter: Sloane Nystrom, Town of Lyons Parks Project Manager

Background Information: As a result of the September 2013 flood event in the town of Lyons there will be construction and reconstruction projects taking place for several years in order for the town to fully recover. The rebuilding of Meadow Park is one of the flood recovery projects that began in the fall of 2015. Construction activity within the park has to be conducted in the vicinity of an active golden eagle nest that has been in the park for many years. The town was advised by the US Fish and Wildlife Service to apply for a "Take Permit" in order to continue its recovery efforts on all projects taking place within a half mile of the Meadow Park nest.

A "Take Permit" does not mean that we physically remove the nest it is a permit that covers the town from the laws and regulations under the Federal Bald and Golden Eagle Protection Act and has specific requirements that have to be followed in order to try and avoid disturbance of the eagles and their nesting sites.

A permit application was submitted to USFWS in December of 2015 and included background and timelines on all flood recovery projects in the town of Lyons, a map of the nest location with all projects labeled within a half mile, photos of the golden eagle nest and the towns recommendations for primary minimization and avoidance measures during construction to decrease disturbance of the eagles.

The permit was granted to the town on December 29, 2015 and had specific requirements for monitoring and reporting. The permit covers the town on all projects from January 2016 through December of 2020 so that all of the recovery efforts can be completed without halting work during nesting periods. The town is required to have monthly monitoring and reporting completed by a qualified biologist and an annual report submitted for each year of the permit length. The town of Lyons does not have a biologist on staff so this work needs to be contracted out by a qualified firm to comply with the permit guidelines.

Ecosystem Services LLC was a sub contractor for the St. Vrain Creek Restoration project in Lyons, they have biologists on staff and have extensive experience with eagle monitoring and reporting to USFWS. They agreed to perform the monitoring and reporting during the length of the contract for the stream so the town could begin

monitoring immediately in January as part of our requirement for the permit. They have submitted reports to the town for the monitoring during the months of January-April and will submit a final report for the month of May so we are compliant with USFWS.

We have received a price from Ecosystem Services LLC to continue the monitoring through the permit deadline of December 31, 2020. The funds for these services will come out of the town budget. The remainder of 2016 is for three months and includes the annual report submitted to USFWS by Ecosystem Services LLC in the amount of $1,814. The remaining years of monitoring and reporting from 2017-2020 will include eight months of monitoring/reporting and includes the annual report submitted to USFWS by Ecosystem Services LLC in the amount of $4,294/year and will be budgeted each year by the town. The total amount for this scope of work is a not to exceed amount of Eighteen Thousand Nine Hundred and ninety dollars and zero cents ($18,990).

It is vital to the ongoing and future flood recovery projects that the town complies with the requirements set forth in the permit so the town can continue to rebuild without having projects stopped or temporarily shut down due to incompliance with the stipulations set forth in the permit issued by USFWS.

Staff Recommendation: Staff recommends the approval of a professional services agreement with Ecosystem Services LLC for golden eagle nest monitoring required by Federal Fish and Wildlife permit #MB82833B-0

TOWN OF LYONS, COLORADO
RESOLUTION 2016- 46

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ECOSYSTEM SERVICES, LLC FOR GOLDEN EAGLE NEST MONITORING REQUIRED BY FEDERAL FISH AND WILDLIFE PERMIT #MB82833B-0

WHEREAS, the Town of Lyons (the "Town") suffered substantial damage in the September 2013 flood, and continues the steady recovery from such flood; and

WHEREAS, as a result of the Town's recovery efforts, much construction and reconstruction is taking place within the Town and in proximity to established nesting sites for golden eagles within the Town (the "Nesting Sites"); and

WHEREAS, golden eagles are a species subject to certain protections under the federal Bald and Golden Eagle Protection Act and related federal regulations; and

WHEREAS, pursuant to such federal regulations, the United States Fish and Wildlife Service ("USFWS") may issue permits to ensure that certain human activities are carried out in a manner that safeguards wildlife; and

WHEREAS, the Town was advised that construction activity taking place in the vicinity of the Nesting Sites could disturb nesting activities of the golden eagles that had historically used the Nesting Sites, and that therefore the Town should apply for a permit from USFWS to prevent an order halting construction and flood recovery activities; and

WHEREAS, the Town applied for and received such a permit, which permit is Federal Fish and Wildlife Permit #MB82833B-0, dated December 29, 2015 ("Take Permit"); and

WHEREAS, the Take Permit authorizes disturbing up to two (2) golden eagles during flood recovery activities, provided that a qualified biologist shall provide monthly monitoring and monthly and annual reporting of activity at the Nesting Sites in accordance with federal regulations and forms during the nesting seasons of 2016, 2017, 2018, 2019, and 2020; and

WHEREAS, Ecosystem Services, LLC ("Contractor") has been performing the required monitoring and reporting on behalf of the Town starting in January of 2016 as a sub-contractor under an existing Town contract ("Existing Contract"); and

WHEREAS, the Existing Contract will terminate at the end of May of 2016, but the Take Permit will require continued monitoring of the Nesting Sites over the course of several years; and

WHEREAS, the Town desires to comply with the terms of the Take Permit, but does not have a qualified biologist on staff; and

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 fulfill the requirements of the Take Permit; 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 Ecosystem Services, LLC for golden eagle nest monitoring and reporting for the 2016, 2017, 2018, 2019, and 2020 nesting seasons in order to comply with Federal Fish and Wildlife Permit #MB82833B-0 for a total amount not to exceed Eighteen Thousand Nine Hundred and ninety dollars and zero cents ($18,990) 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 Ecosystem Services, LLC in 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 in the Agreement that does not increase the obligations of the Town; and (c) authorizes the Mayor to execute the Agreement when in final form.

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

ADOPTED THIS 2ND DAY OF MAY, 2016.

TOWN OF LYONS, COLORADO

By: _____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, MMC - Town Clerk

DRAFT

Town of Lyons

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _2nd day of May 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 Ecosystem Services LLC, with offices at 1455 Washburn Street, Erie, CO 80516 (the "**Contractor**").

WITNESSETH

WHEREAS, the Town requires certain professional services as more fully described in Exhibit A in order to comply with the Lyons Federal Fish and Wildlife Permit #MB82833B-0 (Eagle Take Associated With But Not the Purpose of An Activity) ("Take Permit"); and

WHEREAS, the Take Permit requires that the Town monitor and report on golden eagle nesting activity through the 2020 nesting season;

WHEREAS, the Town sought and obtained quotes from qualified providers for the services that are the subject of this Agreement; and

WHEREAS, the Town has identified the Contractor as the most qualified provider; 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 Sloane Nystrom 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 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 **Eighteen Thousand Nine Hundred and Ninety Dollars and no cents ($18,990.00)** unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

A. Method of Compensation. The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology and amounts described in **Exhibit B** subject to the not to exceed amount set forth in this Section. No payment shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all improvements embraced in this Agreement.

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

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

D. The Town, before making any payment, may require the Contractor to furnish, at no additional charge to the Town, 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. Contractor shall provide such requested additional information to the Town in a timely manner and at no cost to the Town. 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 the **June 1**, **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 December 31, 2020,** 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 _____ Dollars ($____.__) each occurrence and of _____ Dollars ($____.__) 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 _____ Dollars ($____.__) 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 _____ Dollars ($____.__) 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, entity, 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 that 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 Lyons, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

10.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right

either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

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

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

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

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

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

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

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

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

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

If to the Town:	**If to Contractor**:
Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	Ecosystem Services 1455 Washburn Street Erie, CO 80516
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, MMC, Town Clerk

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

_____
For Town Attorney's Office

CONTRACTOR:

By: _____

Printed name:_____

Its:_____

STATE OF)
COUNTY OF) ss.
The foregoing Professional Services Agreement was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

My commission expires: _____.

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

EXHIBIT A SCOPE OF SERVICES

Ecosystem Services,LLC (ecos) has prepared the following proposal to assist the Town of Lyons (Town) with the monthly monitoring of the Golden Eagle *(Aquila chrysaetos)* nest sites at Meadow Park in Lyons, Colorado and annual reporting to the U.S.Fish and Wildlife Service (USFWS) associated with the *Lyons Federal Fish and Wildlife Permit #MBB2833B-O, Eagle Take Associated With But Not The Purpose Of An Activity (T*ake Permit).

Scope of Work:

Ecos has reviewed and is familiar with the Take Permit (Appendix A), the USFWS monthly monitoring requirements (below and Appendix B), and the USFWS annual reporting requirements (Appendix C). Monitoring will include the 5-year period referenced by the USFWS in the Take Permit, starting in May 2016 and running through to August of 2020 (note that January through April 2016 monitoring and Monitoring Memos are being provided under separate contract).

Monthly Monitoring: This proposal budget includes the following monitoring events:

- 2016: June through August (3 events);
- 2017: January through August (8 events);
- 2018: January through August (8 events);
- 2019: January through August (8 events); and
- 2020: January through August (8 events).
- 2016- 2020: Pursuant to the Take Permit, monitoring may cease in June of each year if the nests are inactive.

Monitoring Memorandum: Ecos will provide a monthly monitoring memo (Monitoring Memo) after each session (refer to Appendix B for an example Monitoring Memo from January 2016). Each monthly Monitoring Memo will be delivered as a Draft Memo via email to Sloane Nystrom/Town upon completion. Sloane/Town will review the Draft Memo, add the observations of the Town, and then return it to ecos for finalization .Ecos will then finalize and deliver the Final Monitoring Memo to Sloane/Town via email.

Each Monitoring Memo will include the following information:

- Review of Take Permit- brief summary;
- Date/Time of Visit;
- Weather;
- Methodology summary;
- Monitoring Data:
  1) Date, time and length of observation;
  2) Time of day;
  3) Number and age of Golden eagles observed;

4) Observed behavior;
5) Nest activity status;
6) Nesting status;
7) Nest productivity; and
8) Nest success.

- Monitoring Notes: Time stamped notes of observations, and interviews with onsite construction workers, public and/or Town staff;
- Construction/Other Activity: Brief summary of activity occurring at time of monitoring (as applicable); and
- Supplemental eagle observation information provided by Sloane Nystrom, including all activity occurring near and in Meadow Park that the Town has documented throughout each month.

Annual Report to USFWS: ecos will prepare and submit the *USFWS Eagle Take -Annual* Report(Annual Report) using the USFWS standardized form (Appendix C) to the Town for submittal to the USFWS Migratory Bird Permit Office each year upon completion of annual monitoring. Ecos will append a copy of the Take Permit and monthly Monitoring Memos to the Annual Report. Each Annual Report will be delivered as a Draft Annual Report via email to Sloane Nystrom/Town upon completion. Sloane/Town will review the Draft Annual Report, provide edits and/or comments, and then return it to ecos for finalization. Ecos will then finalize and deliver the Draft Final Annual Report to the Town for signature and submittal to the USFWS Migratory Bird Permit Office. Please note that prompt submittal of the Annual Report to USFWS is the ultimate responsibility of the Town of Lyons.

Coordination and Negotiation with USFWS: ecos will coordinate with USFWS upon the delivery of each Annual Report. We recommend a follow-up call with the Town and ecos to the USFWS Migratory Bird Permit Office to discuss the monitoring results and the noise and activity that the eagles have been subject to.

Appendix A

Take Permit

DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
Migratory Bird Permit Office
P.O. Box 25486 DFC (60154)- Denver, CO 80225-0486
Tel: 303-236-8171 Fax: 303-236-8017
Email: permitsR6MB@fws.gov

FEDERAL FISH AND WILDLIFE PERMIT

2 AUTHORITY-STATUTES
16 USC 668a

REGULATIONS
50 CFR 13
50 CFR 2226

3 NUMBER
MB82833B-O

4 RENEWABLE
[X] YES
[ ] NO

5 MAYCOPY
[g] YES
[ ] NO

6 EFFECTIVE
12/29/2015

7 EXPIRES
11130/2020

I PERMITTEE

TOWN OF LYONS
POBOX49
432 5TH STREET
LYONS, CO 80540

8 NAME AND TITLE OF PRINCIPAL OFFICER *(If# I is a business)*
VICTORIA GRACE SIMONSEN
TOWN ADMINISTRATOR

9 TYPE OF PERMIT
EAGLE TAKE ASSOCIATED WITH BUT NOT THE PURPOSE OF AN ACTIVITY

10 LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

Boulder County, Colorado
As specifed in Condition 11D(1) below.

Il CONDITIONS AND AUTHORIZATIONS:

A GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT ALL ACTIVITJES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS

B THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL. TRIBAL, OR OTHER FEDERAL LAW.

C VALID FOR USE BY PERMITTEE NAMED ABOVE

the following subpermittees are authorized: Sloane Nystrom, Jim Blankenship, Rosie Dennett, Kyle Miller, Christina Wells, and any other persons under the direct control of, under contract to, or employed by the permittee only to the extent necessary in accomplishing the purpose authorized below.

D. You are authorized to disturb up to two (2) Golden eagles *(Aquila chrysaetos)* each year during the course of activities related to flood recovery work necessary to rebuild the town of Lyons.

Nest is located at 40.22277777777778 Latitude; -105.27583333333334 Longitude.

E. The authorizations granted by permits issued under this section apply only to take that results from activities conducted in accordance with the description contained in the permit application and the terms of the permit. If the permitted activity changes, you must immediately contact the Service to determine whether a permit amendment is required in order to retain take authorization.

F. This permit does not authorize intentional take of live eagles, eggs or young.

G. You must comply with the following avoidance, minimization, or other mitigation measures:

1) Stage work activities in all project areas in order to complete work closest to the nest during the non-nesting period, to farther away from the nest, as much as possible.
2) Limit staging and parking areas for men and equipment farther away from the nest (outside *Y.* mile radius).
3) Use hand tools and small equipment as feasible to minimize noise.
4) Work during daylight hours when other normal noise/activity is present in the Town (what the eagles are acclimated to).

[gj ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS
Annual monitoring reporting requirements are outlined in Condition #11K (Form: www.fws.gov/forms/3-202-15.pdf <http://www.fws.gov/forms/3-202-15.pdf>)

Acting Chief, Division of Migratory Birds, Region 6 Date 12/29/15

ISSUED BY	TITLE	DATE
	Deputy REGIONAL DIRECTOR, REGION 6	12/29/2015

H. You remain responsible for all outstanding monitoring requirements and mitigation measures required under the terms of the permit for take that occurs prior to cancellation, expiration, suspension, or revocation of the permit.

I. You are required to monitor the nest site to determine occupancy, productivity and success beginning with the 2016 nesting season and continuing annually through the 2017, 2018, 2019 & 2020 nesting seasons. Monitoring must be done approximately once a month during the nesting season (January 1st through August 31st) for an appropriate period of time to determine if eagles are observed. If monitoring determines the nest is inactive as of June 1st, monitoring can be discontinued for the remainder of that nesting season. Monitoring should be conducted by qualified biologists in a manner such that the monitoring itself does not result in disturbance to nesting Golden eagles.

J. Monitoring must consist of the following:

1) Monitoring must be done approximately one time per month for a minimum of 1 hour of observation time.
2) Monitoring should occur at a time of day when eagles are most likely to be in the area, e.g., early morning, before sunrise or late afternoon, just prior to sunset.

Monitoring must provide data for the following:

1) Date and length of time Golden eagles were observed;
2) Time of day;
3) Number and age of Golden eagles observed (i.e. juvenile, immature, subadult, adult);
4) Observed behavior (e.g. perching, feeding, sitting on or attending nest, in flight);
5) Nest activity status (active, inactive);
6) Nesting status (incubating eggs, eaglets present);
7) Nest productivity (number of young produced/observed etc.);
8) Nest success (number of eaglets fledged, or if nest failed);

ALSO, should eagles build and use a new nest in the vicinity of the current nest location (still in the same territory) monitoring and reporting is to be conducted at the new site as directed above, and the new nest location must be provided in the monitoring report.

K. You must submit an annual report summarizing the information you obtained through monitoring to the U.S. Fish & Wildlife Service, Migratory Bird Permit Office, P.O. Box 25486, DFC (60154), Denver, Colorado, 80225. Form 3-202-15 (Eagle Non-purposeful Take Report) can be found online at www.fws.gov/forms/3-202-15.pdf.

L. You must immediately notify the migratory bird permit issuing office at (303) 236-8171 regarding any apparent injury or death occurring to any eagle, including viable eggs, during project activities. You must immediately transport any injured eagle to a federally permitted eagle rehabilitator.

M. You must contact the migratory bird issuing office immediately upon discovery of any unanticipated take.

N. While the permit is valid until the date specified in Block 7 above, after it expires you must allow Service personnel, or other qualified persons designated by the Service, access to the areas where eagles are likely to be affected, at any reasonable hour, and with reasonable notice from the Service, for purposes of monitoring eagles at the site(s).

0. Subpermittees: Specified in Condition 11C above.

P. Any subpermittee who has been delegated this authority may not re-delegate to another individual/business.

Q. Subpermittees must be at least 18 years of age. You are responsible for ensuring that your subpermittees are qualified to perform the work and adhere to the terms of your permit. You are also responsible for maintaining current records of designated subpermittees. As the permittee, you are ultimately legally responsible for compliance with the terms and conditions of this permit and that responsibility may not be delegated.

R. You and any subpermittees must carry a legible copy of this permit and display it upon request whenever exercising its authority.

S. All of the provisions and conditions of the governing regulations at 50 CFR 13 and 50 CFR 22.26 are conditions of your permit. Failure to comply with the conditions of your permit could be cause for suspension of the permit and/or citation. For copies of the regulations, visit: www.fws.gov/permits mbpermits/blrdbasics.html.

T. This permit does not authorize you to conduct activities on Federal, State, Tribal, or other public or private property other than your own without additional prior written permits or permission from the agency/landowner.

U. You must maintain records as required in 50 CFR 13.46. All records relating to the permitted activities must be kept at the location indicated in writing by you to the migratory bird permit issuing office.

V. Acceptance of this permit authorizes the U.S. Fish and Wildlife Service to inspect and audit or copy any permits, books or records required to be kept by the permit and governing regulations (50 CFR 13.46).

W. Permittees and subpermittees operating under this permit may not take or disturb eagles contrary to the laws or regulations of any State, Tribal, or Municipal government, and none of the privileges of this authorization are valid unless the permittee possesses the appropriate State permits, or other authorizations, if required.

X. The U.S. Fish and Wildlife Service is not liable for any damage or injury to person, wildlife, or property that occurs as the result of carrying out the activities associated with this permit.

For suspected illegal activity immediately contact USFWS Law Enforcement at: (720) 981-2777

AppendixB

Example Monthly Monitoring Memo

ec1s
ecosystem services

TECHNICAL MEMORANDUM

DATE: March 10, 2016

TO: Sloane Nystrom, Town of Lyons Parks Department

FROM: Grant Gurnee,ecos

RE: 2016 Golden Eagle Nest Monitoring at Meadow Park,Lyons,,Colorado

---

On March10,2016 Grant Gurnee of Ecosystem Services,LLC (ecos) performed the monitoring of the Golden Eagle *(Aquila chrysaetos)* nest sites at Meadow Park in Lyons,Colorado. The following information summarizes the monitoring event.

Review of Take Permit: Prior to initiating 2016 monitoring ecos reviewed the Town of Lyons Federal Fish and Wildlife Permit #MB82833B-O,Eagle Take Associated With But Not The Purpose Of An Activity.

Date/Time of Visit: March10,2016 from 10:55AM to 12:15PM

Weather: Clear skies, sunny and moderate (approx.54° F) with light wind (E@ 3 mph)

Methodology: We reviewed the nest site prior to monitoring .ecos is familiar with the general surroundings and with the specific Meadow Park nest site as we have been engaged by the Town to assist with the initial consultation with USFWS ,and are actively involved in the restoration of St. Vrain Creek from Meadow Park to the downstream limits of Town, and have pre-screened that work area for bird and raptor nests. The methodology employed by ecos follows the Monitoring Requirements in the above referenced Take Permit, as further refined herein. We approached the nest sites with caution immediately prior to sunrise and parked near the Meadow Park contractor trailer. Our location was well within site of the nests with bare eyes, but we also utilized binoculars to obtain a detailed view of the surrounding area and each nest. We utilized the binoculars to carefully scan each nest to obtain a frame of reference, and then scanned the full extent of the box canyon that comprises Meadow Park, with specific focus during each sweep on the nest sites and any movement or activity. We also interviewed the onsite contractors to gather information from their observations over the last several months. Additional data was also supplied by Sloane Nystrom, as she is often onsite to provide Project Management and Oversight.

Monitoring Data:

1) Date, time and length of observation: refer to data above
2) Time of day: refer to data above
3) Number and age of Golden eagles observed: Two(2) eagles were observed
4) Observed behavior: Nesting behavior was observed
5) Nest activity status: There are 4 nests total, all of which are in the location specified on the Take Permit (i.e., close grouping on the north facing cliff above Meadow Park). 2 of the nests are larger and in good shape (i.e., have the potential to be active eagle nests), and 2 are small and in disrepair. The nests are referred to by position and size hereafter as:
    - W1- West Upper Small Nest- in disrepair
    - W2- West Lower Large Nest- Active Nest
    - C1- Central Large Nest- in good shape
    - E1-East Small nest- in disrepair

6) Nesting status: undetermined
7) Nest productivity: undetermined
8) Nest success: undetermined

Monitoring Notes:

March 10, 2016:

10:55 -12:00- The tail and wing-tip feathers of a golden eagle were protruding a little above the top of the nest, so the female is assumed to be on the nest.

11:30 AM- I observed an adult golden eagle (likely the male) soaring high above, south and west of the nest cliff.

11:35 AM -The adult (male) eagle flew northeast and out of sight.

Construction Activity: Construction activity was occurring in all sections of the park: 2 excavators (track hoes) were working in the creek at the west end; a small skid steer and a mini-excavator were working at the base of the cliff in the southwest; workers were building a structure in the northeast; and 2 excavators and a loader were excavating and leveling the parking area in the east/northeast.

AppendixC USFWSAnnual

Report Form

U.S. FISH & WILDLIFE SERVICE - MIGRATORY BIRD PERMIT OFFICE
Return to: U.S. Fish and Wildlife Service (USFWS)

EAGLE TAKE (50 CFR 22.26) - ANNUAL REPORT

PERMITTEE: _____ **PERMIT NUMBER:**_____

ADDRESS: _____ **REPORT FOR CALENDAR YEAR*:** _____
*Programmatic take only

_____ **REPORT DUE DATE:** _____
City State Zip Code

☐ Check here if reporting a change of name, address, or contact information **PHONE:** _____ **Email:** _____

INSTRUCTIONS: Use section A (pp 1-2) to report eagle observations when monitoring for possible disturbance. Use section B (pp 3-4) to report eagle injuries and mortality. Type or print the information requested below for each Important Eagle-Use Area (IEUA) identified on your permit during the year covered by this report and return the completed report to the above address by the due date. Use of this form is not mandatory, but the same information must be submitted, including a signed certification statement. Filing an annual report is a condition of your permit. Failure to file a timely and accurate report can result in permit suspension. Accurate reporting will play an essential role in future eagle management.

Instructions for Section A: Continue data entry for each IEUA on additional Sec A Supplemental Sheet. (You may need to make or print copies of the blank supplemental sheet.) Use a separate supplemental sheet for each IEUA identified on your permit.

A. IMPORTANT EAGLE-USE AREA:

(1) If your permit authorized disturbance at a nest, was the nest successful in this past year (i.e., were any juveniles eagles fledged)? Yes ☐ No ☐ Unknown ☐

(2) If more than one of one type of IEUA is identified on your permit, designate which nest (or roost or foraging area) data applies to.

DATE EAGLES OBSERVED	TIME OF DAY	NUMBER OF EAGLES OBSERVED (If in large numbers, please estimate)	OBSERVED BEHAVIOR P – perched; F – feeding; AB – agitated behavior; IF– in flight; N – sitting on or attending nest	DESCRIPTION OF HUMAN ACTIVITY AT TIME EAGLES WERE OBSERVED (e.g., surveying; excavation; interior work, etc.) If activity is completed, enter "Completed"

CERTIFICATION: I certify that the information in this report is true and correct to the best of my knowledge. I understand that any false statement herein may subject me to the criminal penalties of 18 U.S.C. 1001.

_____ _____
Signature (in blue ink) of permittee/principal officer. (No photocopied or stamped signatures) **Date of signature (mm/dd/yyyy)**

Section A Supplemental Sheet

EAGLE TAKE ANNUAL REPORT **REPORT YEAR_____** **SUPPLEMENTAL PAGE #:____**

PERMITTEE:_____ **PERMIT NUMBER:_____**

IMPORTANT USE AREA :
Identify nest, communal roost, or foraging area. Use a separate supplemental sheet for each IUA

DATE EAGLES OBSERVED	**TIME OF DAY**	**NUMBER OF EAGLES OBSERVED** (If in large numbers, please estimate)	**OBSERVED BEHAVIOR** P – perched; F – feeding; N – sitting on or attending nest; IF– in flight; AB – agitated behavior	**DESCRIPTION OF HUMAN ACTIVITY AT TIME EAGLES WERE OBSERVED** (e.g., surveying; excavation; interior work, etc.) If activity is completed, enter "Completed"

Section B - Report of eagle injuries and mortality.

INSTRUCTIONS: Instructions for Section B: **Report eagle injuries and mortality. Use a separate supplemental sheet for each discreet geographic area covered by your permit (e.g. "South tract" or "Clark County" or "Management Area xxxx."** Continue data entry for each geographic area on an additional Sec B Supplemental Sheet. (You may need to copy or print more blank supplemental sheets.

MAKE SURE YOU SIGN & DATE THE CERTIFICATION STATEMENT BELOW BEFORE YOU SUBMIT YOUR REPORT

B. GEOGRAPHIC AREA OF REPORTING:

Identify project/activity area

Did you enter this data into a FWS electronic reporting system? ☐ YES ☐ NO

If "yes" select the system:

☐ **Avian Injury/Mortality Reporting System (AIMRS/ECOS)**

☐ **Bird Injury/Mortality Reporting System (BIMRS)**

DATE DISCOVERED	**SPECIFIC LOCATION (e.g. utility pole #xx)**	**SPECIES** Bald or Golden	**STATUS OF EAGLE** **Use:** "**I**" for injured, "**D**" for dead, or "**C**" for uninjured but caught or trapped in equipment or infrastructure	**DISPOSITION** **Use:** "**NER**" if sent to the National Eagle Repository; "**PR**" if transferred to permitted eagle rehabilitator; "**R**" if released; "**TA**" if transferred to USFWS or State agency; **Other** (Please specify)	**ADDITIONAL COMMENTS** Use this area to provide additional explanation, if needed, (e.g., name and permit number of rehabilitator if you entered "PER" under "DISPOSITION").

CERTIFICATION: I certify that the information in this report is true and correct to the best of my knowledge. I understand that any false statement herein may subject meto the criminal penalties of 18 U.S.C. 1001.

Signature (in blue ink) of permittee/principal officer. (No photocopied or stamped signatures)

Date of signature (mm/dd/yyyy)

Section B Supplemental Sheet

GEOGRAPHIC AREA OF REPORTING : Identify project/activity area	**Did you enter this data into a FWS electronic reporting system?** ☐ YES ☐ NO **If "yes" select the system:** ☐ **Avian Injury/Mortality Reporting System (AIMRS/ECOS)** ☐ **Bird Injury/Mortality Reporting System (BIMRS)?**

DATE DISCOVERED	**SPECIFIC LOCATION (e.g. utility pole #xx)**	**SPECIES** Bald or Golden	**STATUS OF EAGLE** **Use:** "**I**" for injured, "**D**" for dead, or "**C**" for uninjured but caught or trapped in equipment or infrastructure	**DISPOSITION** **Use:** "**NER**" if sent to the National Eagle Repository; "**PR**" if transferred to permitted eagle rehabilitator; "**R**" if released; "**TA**" if transferred to USFWS or State agency; **Other** (Please specify)	**ADDITIONAL COMMENTS** Use this area to provide additional explanation, if needed, (e.g., name and permit number of rehabilitator if you entered "PER" under "DISPOSITION."

FEDERAL FISH
AND WILDLIFE
PERMIT REPORT
Paperwork Reduction Act, Privacy Act, and Freedom of Information Act – Notices

In accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501, *et seq.*) and the Privacy Act of 1974 (5 U.S.C. 552a), please be advised:

1. The gathering of information on fish and wildlife is authorized by:
   (Authorizing statutes can be found at: http://www.gpoaccess.gov/cfr/index.html and http://www.fws.gov/permits/ltr/ltr.html.)

   a. Bald and Golden Eagle Protection Act (16 U.S.C. 668), 50 CFR 22;
   b. Migratory Bird Treaty Act (16 U.S.C. 703-712), 50 CFR 21;
   c. General Provisions, 50 CFR 10;
   d. General Permit Procedures, 50 CFR 13; and
   e. Wildlife Provisions (Import/export/transport), 50 CFR 14.

2. Information requested in this form is purely voluntary. However, submission of requested information is a condition of your permit under the above laws. Failure to provide all requested information may be sufficient cause for the U.S. Fish and Wildlife Service to revoke your permit. Response is not required unless a currently valid Office of Management and Budget (OMB) control number is displayed on form.

3. Disclosures outside the Department of the Interior may be made without the consent of an individual under the routine uses listed below, if the disclosure is compatible with the purposes for which the record was collected. (Ref. 68 FR 52611, September 4, 2003)

   a. Routine disclosure to subject matter experts, and Federal, Tribal, State, local, and foreign agencies, for the purpose of obtaining advice relevant to making a decision on an application for a permit or when necessary to accomplish an FWS function related to this system of records.
   b. Routine disclosure to Federal, Tribal, State, local, or foreign wildlife and plant agencies for the exchange of information on permits granted or denied to assure compliance with all applicable permitting requirements.
   c. Routine disclosure to Federal, Tribal, State, and local authorities who need to know who is permitted to receive and rehabilitate sick, orphaned, and injured birds under the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act; federally permitted rehabilitators; individuals seeking a permitted rehabilitator with whom to place a bird in need of care; and licensed veterinarians who receive, treat, or diagnose sick, orphaned, and injured birds.
   d. Routine disclosure to the Department of Justice, or a court, adjudicative, or other administrative body or to a party in litigation before a court or adjudicative or administrative body, under certain circumstances.
   e. Routine disclosure to the appropriate Federal, Tribal, State, local, or foreign governmental agency responsible for investigating, prosecuting, enforcing, or implementing statutes, rules, or licenses, when we become aware of a violation or potential violation of such statutes, rules, or licenses, or when we need to monitor activities associated with a permit or regulated use.
   f. Routine disclosure to a congressional office in response to an inquiry to the office by the individual to whom the record pertains.
   g. Routine disclosure to the Government Accountability Office or Congress when the information is required for the evaluation of the permit programs.
   h. Routine disclosure to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal claim against the debtor or to consumer reporting agencies to prepare a commercial credit report for use by the FWS.

4. For individuals, personal information such as home address and telephone number, financial data, and personal identifiers (social security
   ]. number, birth date, etc.) will be removed prior to any release of the application.

5. The public reporting burden for information collection varies depending on the type of permit held. The relevant burden for a Standard Eagle Take permit annual report is 30 hours (including monitoring and recordkeeping). The relevant burden for a Programmatic Eagle Take permit annual report for an individual is 342 hours (including monitoring and recordkeeping). This burden estimate includes time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of the form to the Service Information Clearance Officer, U.S. Fish and Wildlife Service, Mail Stop 222, Arlington Square, U.S. Department of the Interior, 1849 C Street, NW, Washington D.C. 20240.

Freedom of Information Act – Notice

For organizations, businesses, or individuals operating as a business (i.e., permittees not covered by the Privacy Act), we request that you identify any information that should be considered privileged and confidential business information to allow the Service to meet its responsibilities under FOIA. Confidential business information must be clearly marked "Business Confidential" at the top of the letter or page and each succeeding page and must be accompanied by a non-confidential summary of the confidential information. The non-confidential summary and remaining documents may be made available to the public under FOIA [43 CFR 2.26 – 2.33

U.S. Fish & Wildlife Service

Migratory Bird Regional Permit Offices

FWS REGION	AREA OF RESPONSIBILITY	MAILING ADDRESS	CONTACT INFORMATION
Region 1	**Hawaii, Idaho, Oregon, Washington**	911 N.E. 11th Avenue Portland, OR 97232-4181	Tel. (503) 872-2715 Fax (503) 231-2019 Email *permitsR1MB@fws.gov*
Region 2	**Arizona, New Mexico, Oklahoma, Texas**	P.O. Box 709 Albuquerque, NM 87103	Tel. (505) 248-7882 Fax (505) 248-7885 Email *permitsR2MB@fws.gov*
Region 3	**Iowa, Illinois, Indiana, Minnesota, Missouri, Michigan, Ohio, Wisconsin**	5600 American Blvd. West, Suite 990 Bloomington, MN 55437-1458 (Effective 5/31/2011)	Tel. (612) 713-5436 Fax (612) 713-5393 Email *permitsR3MB@fws.gov*
Region 4	**Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Virgin Islands, Puerto Rico**	P.O. Box 49208 Atlanta, GA 30359	Tel. (404) 679-7070 Fax (404) 679-4180 Email *permitsR4MB@fws.gov*
Region 5	**Connecticut, District of Columbia, Delaware, Maine, Maryland, Massachusetts, New Jersey, New Hampshire, New York, Pennsylvania, Rhode Island, Virginia, Vermont, West Virginia**	P.O. Box 779 Hadley, MA 01035-0779	Tel. (413) 253-8643 Fax (413) 253-8424 Email *permitsR5MB@fws.gov*
Region 6	**Colorado, Kansas, Montana, North Dakota, Nebraska, South Dakota, Utah, Wyoming**	P.O. Box 25486 DFC(60154) Denver, CO 80225-0486	Tel. (303) 236-8171 Fax (303) 236-8017 Email *permitsR6MB@fws.gov*
Region 7	**Alaska**	1011 E. Tudor Road (MS-201) Anchorage, AK 99503	Tel. (907) 786-3693 Fax (907) 786-3641 Email *permitsR7MB@fws.gov*
Region 8	**California, Nevada**	2800 Cottage Way Room W-2606 Sacramento, CA 95825	Tel. (916) 978-6183 Fax (916) 414-6486 Email*permitsR8MB@fws.gov*

EXHIBIT B
COMPENSATION

Cost Estimate:

Ecos will perform the Scope of Work on a time and materials basis for an estimated total budget of $18,990.
The annual budgets are estimated to include Labor for each Monitoring Event, Monthly Summary Memo, and the Annual Report with USFWS Coordination; and Expenses for Mileage, Telephone Calls and Printing. A detailed breakdown is provided below:

Year	Ecologist hours@ $80/hour	Sr. Ecologist Hours @ $108/hour	Labor	Expenses	Annual Total
2016	16.5	3	$1,644	$170	$1,814
2017	44	3	$3,844	$450	$4,294
2018	44	3	$3,844	$450	$4,294
2019	44	3	$3,844	$450	$4,294
2020	44	3	$3,844	$450	$4,294
TOTAL	192.5	15	$17,020	$1,970	$18,990

Terms:

Lyons will be billed monthly for all time and materials accrued during the previous month. If ecos identifies additional tasks during completion of the Scope of Work that we feel are pertinent to achieving the Town's goals and objectives, we will request advance authorization prior to performing said out of scope services.

TOWN OF LYONS, COLORADO
RESOLUTION 2016-47

A RESOLUTION ACCEPTING A PERMANENT EASEMENT AGREEMENT AND TEMPORARY CONSTRUCTION ACCESS EASMENT AGREEMENT AND APPROVING THAT CERTAIN AGREEMENT REGARDING INTENT TO ANNEX THE WILLIAMS PROPERTY

WHEREAS, the Town of Lyons (the "Town") has the authority to negotiate and accept interests in land, including easements; and

WHEREAS, the Town and Craig Ferguson ("Ferguson") and Mamie Davis and Jerry Moore have agreed on the terms of a perpetual easement agreement (the "Easement Agreement") and temporary construction easement agreement (the "TCE"); and

WHEREAS, Ferguson and Davis & Moore are referred to collectively in the Easement Agreement and the TCE as the "Grantor"; and

WHEREAS, the Grantor owns certain property referred to in the Easement Agreement as the "Festival Property" and also commonly referred to as the Planet Bluegrass property; and

WHEREAS, the form and content of the Easement Agreement and TCE have been reviewed and accepted by the Grantor; and

WHEREAS, the primary purpose of the TCE is to facilitate the Town's construction of certain public utility lines and related improvements across property owned of record by the Grantor; and

WHEREAS, a copy of the Easement Agreement is attached to this Resolution as **Exhibit 1** and a copy of the TCE is attached as **Exhibit 2** and both easement documents are incorporated by reference; and

WHEREAS, Ferguson owns certain property referred to in the Easement Agreement as the "Williams Property" consisting of thirty (30) acres, more or less; and

WHEREAS, the Easement Agreement sets forth that Ferguson intends to seek to annex the Williams Property to the Town at a future date in order to develop the same to provide additional facilities to support the Festival Property; and

WHEREAS, the Town desires to establish a timeframe within which Ferguson will commit to initiating the annexation process; and

WHEREAS, the Town and Ferguson have agreed on the terms and conditions of that certain Agreement Regarding Intent to Petition to Annex the Williams Property (the "Agreement"), a copy of which is attached to this Resolution as **Exhibit 3** and is incorporated by reference; and

WHEREAS, the Board of Trustees of the Town desires to: (1) formally accept the Easement Agreement and TCE; and (2) formally approve the Agreement.

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

Section 1. The Board of Trustees of the Town of Lyons hereby: (a) approves the Easement Agreement in the form attached hereto as **Exhibit 1**; (b) approves the TCE in the form attached hereto as **Exhibit 2**; (c) approves the Agreement is the form attached hereto as **Exhibit 3**; (d) authorizes the Town Administrator and the Town Attorney to negotiate non-material changes to the Easement Agreement, TCE and Agreement in order to finalize same prior to execution by the Mayor; (e) authorizes the Mayor to execute the Easement Agreement, the TCE and the Agreement in substantially the form attached hereto upon approval of the final form of the documents by the Town Attorney; and (f) delegates authority to the Town Administrator or her designee to provide the written notice of extension of the TCE to the Grantor, as authorized in Paragraph 1 of the TCE, if and to the extent the same becomes necessary.

Section 2. Following the full execution of the Easement Agreement, the Town Clerk is instructed to cause the same to be recorded in the real property records of Boulder County, Colorado. In accordance with Paragraph 12 of the TCE and Paragraph 6 of the Agreement, these documents shall not be recorded in the real property records of Boulder County, Colorado.

Section 3. This Resolution shall take effect immediately.

ADOPTED THIS ___ DAY OF MAY, 2016.

TOWN OF LYONS, COLORADO

_____
Connie Sullivan, Mayor

_____
Deb Anthony, Town Clerk

Attachments to Resolution:

Exhibit 1 – Easement Agreement
Exhibit 2 – Temporary Construction Easement Agreement
Exhibit 3 – Agreement Regarding Intent to Petition to Annex the Williams Property

Exhibit 1

Easement Agreement

Exhibit 2

Temporary Construction Access Easement Agreement

Exhibit 3

Agreement Regarding Intent to Petition to Annex the Williams Property

EASEMENT AGREEMENT

THIS **EASEMENT AGREEMENT** ("Agreement") is entered into as of this _____ day of _____, 2016, by and between **CRAIG FERGUSON ("Ferguson"), and MAMIE DAVIS and JERRY MOORE ("Davis & Moore")**, whose legal address is 500 W. Main Street. Lyons, Colorado 80540 (collectively, Ferguson and Davis & Moore are referred to as "Grantor"), and the **TOWN OF LYONS**, a statutory municipality of the State of Colorado, whose address is 432 5th Avenue, Lyons, CO 80540 ("Town" or "Grantee") (collectively, the "Parties").

WHEREAS, Ferguson is the 95% owner and Davis & Moore are the 5% owner of the real property described on Exhibit A attached hereto (the "Festival Property");

WHEREAS, Ferguson is the 100% owner of the property described on Exhibit B attached hereto (the "Williams Property");

WHEREAS, some, but not all, of the Williams Property is situated within the current boundaries of the Town;

WHEREAS, Ferguson intends to annex the Williams Property to the Town and develop the same to provide additional facilities to support the Festival Property, and in connection therewith requires a three-quarter inch (3/4") potable water tap into the Town's potable water supply, and a four inch (4") sewer tap to connect to the Town's sanitary sewer facilities, both of which lines run through the Festival Property;

WHEREAS, the water and sewer lines running through the Festival Property were damaged during the 2013 flood event, and were thereafter repaired and relocated on and under the Festival Property;

WHEREAS, the Parties are entering into this Agreement to create a formal perpetual non-exclusive easement for the relocated water and sewer lines and electric connections, and to provide the Town with an additional connection to the water line to serve certain properties on the west side of Highway 36.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant. FOR AND IN CONSIDERATION of the Town granting Ferguson the right to connect a three-quarter inch (3/4") waterline into the Town's potable water supply line for use on the Williams Property (or Festival Property) without paying the normal connection or tap fee for same as set forth in Section 13-3-90(b)(1) of the Lyons Municipal Code, as may be

amended, and in consideration of the Town granting Ferguson the right to connect a four inch (4") sewer line into the Town's sanitary sewer line for use on the Williams Property (or Festival Property) without paying the normal wastewater connection fee for same as set forth in Section 13-4-80(c) of the Municipal Code, as may be amended, the Grantor hereby grants, bargains, sells, and conveys to Grantee and its successors and assigns a perpetual non-exclusive easement (the "Easement"), in, to, through, over, under and across those certain parcels of real property located in Boulder County, Colorado, as more particularly described in **Exhibit C, Exhibit D Exhibit E, Exhibit F and Exhibit G** attached hereto and incorporated herein by this reference (collectively, the "Premises") for (i) vehicular and pedestrian ingress and egress and (ii) to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain water, sanitary sewer, electric and/or related public utility improvements, including lines and mains, manholes, conduits, ventilators, lampholes, cables, electrical facilities and apparatus, landscaping improvements, riprap, boulders, wingwalls, drop structures and channel improvements and related improvements and appurtenances thereto (collectively, the "Improvements") in, to, through, over, under and across the Premises, subject and pursuant to the terms and conditions set forth herein. Nothing in this Agreement shall waive or modify any of the dedication and fee requirements set forth in Article 14 of Chapter 17 of the Lyons Municipal Code.

2. Limitations on Use. The Grantor shall not construct or place any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any landscaping features, trees or shrubs, on any part of the Premises without having first obtained the prior written consent of the Grantee, which consent shall not be unreasonably withheld if Grantor's proposed improvements will not interfere with the Grantee's use of the Easement granted hereby; provided that, (i) the Grantor may plant vegetation within the Premises without such consent so long as no plants, trees or shrubs exceed 48" in height at maturity and the root system of the vegetation will not interfere with or damage the Improvements, and (ii) the Grantor may pave the surface of the Premises without such consent. Any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or any landscaping features, trees or shrubs situated on the Premises as of the date of this Agreement or subsequently placed thereon may be removed by the Grantee without liability for damages arising therefrom. Additionally, if the Grantor violates these restrictions or if Grantor's actions cause damage to Grantee's Improvements, the Grantor will be liable for the cost to correct such violation or damage.

3. Access. The Grantee, its agents, contractors, successors and assigns, shall have the right of perpetual ingress and egress in, to, through, over, under, and across the Premises for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Agreement.

4. Restoration. Upon completion of any of its activities which disturb the surface of the Premises, the Grantee shall restore the grade and pavement/surface materials of the Premises to the condition it was in immediately prior to such disturbance, except as otherwise provided herein or as necessarily modified to accommodate the Improvements. Any excess earth resulting from installations by the Grantee shall be removed from the Premises at the sole expense of the Grantee. The Grantee agrees that for a period of one (1) year following completion of any of its activities which disturb the surface of the Premises, the Grantee will maintain the surface elevation by correcting any settling or subsiding that may occur as a result of the work done by the Grantee.

5. Maintenance. Grantee shall maintain the Improvements in good working condition, without leaks, exposed pipes, or spills, at Grantee's sole cost and expense. In the event of one or more leaks or spills, Grantee will promptly repair the leaks and/or clean up the spills, and repair and restore any damage caused by the leaks or spills to the Festival Property and the improvements situated thereon. Aesthetic maintenance (including but not limited to the mowing of lawns, grasses and the trimming of bushes and shrubs) shall not be performed by Grantee.

6. Certain Reserved Rights. Except as otherwise provided in this Agreement, the Grantor reserves the rights to use the Premises and to grant further easement interests in the Premises to other grantees so long as (i) such interests and uses do not materially or unreasonably interfere with the use of the Grantee, as determined by Grantee, its successors and assigns as permitted herein, and (ii) Grantor does not allow any other utility lines or facilities to be located within six feet (6') of any Improvements without obtaining Grantee's prior written consent.

7. Subjacent and Lateral Support; Earth Cover. The Grantee shall have the right of subjacent and lateral support for the Improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements or modify or impair the earth cover over any installed lines, mains or other underground Improvements.

8. Assignment. The Grantee shall have the right and authority to assign to any appropriate local governmental entity any and all rights to use, and all obligations associated with, the Easement as is granted to and accepted by the Grantee herein.

9. Title. The Grantor represents and warrants that it owns the Premises in fee simple and has full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid. The Grantor, for itself, its heirs, personal representatives, successors and assigns, does covenant and agree that it shall warrant and forever defend the Grantee in its quiet and peaceful possession of the Premises against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under Grantor.

10. Runs With Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Premises and are to run with the land.

11. Attorneys' Fees. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

12. Section Headings. The section headings contained herein are included for reference purposes only.

13. Notices. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor: Craig C. Ferguson
500 West Main Street
P.O. Box 769
Lyons, CO 80540

With a copy to: Erik Foster
Moye White LLP
1400 16th Street
6th Floor
Denver, CO 80202

If to Grantee: Town of Lyons
Attn: Town Administrator
432 5th Street
Lyons, CO 80540

With a copy to: Town of Lyons
Town Attorney
c/o Michow Cox & McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111

14. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

15. Indemnification. To the greatest extent permitted by law, Grantee expressly agrees to, and shall, indemnify and hold harmless the Grantor from any and all claims, damages, liability, or court awards, including costs and attorneys' fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone in connection with or arising from Grantee's use of the Premises as authorized by this Agreement. The Parties acknowledge and agree that sovereign immunity is waived by the Town in an action for injuries resulting from and related to the operation of a public water facility, public sanitation

facility, or public electrical facility to the extent set forth in Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

_____
Craig Ferguson

_____
Mamie Davis

_____
Jerry Moore

GRANTEE:

TOWN OF LYONS, COLORADO

By: _____
Connie Sullivan, Mayor, Authorized
pursuant to Resolution No. 16-47

LENDER:

Agreed and Consented to this ___ day of _____, 2016.

ALPINE BANK
A Colorado Banking Corporation

By:_____

Its:_____

[Notary blocks for all signatories to this document follow].

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed to and acknowledged before me this _____ day of _____, 2016, by Connie Sullivan as the Mayor of the TOWN OF LYONS, COLORADO, for and on behalf of the Town.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

[S E A L]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed to and acknowledged before me this _____ day of _____, 2016, by _____ as _____ of Alpine Bank, a Colorado Banking Corporation, for and on behalf of the Bank.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

[S E A L]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Craig Ferguson.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

[S E A L]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Mamie Davis.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

[S E A L]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Jerry Moore.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

[S E A L]

EXHIBIT A

Festival Property

A tract of land located in the Southeast ¼ Northwest ¼ and in the Northeast ¼ Southwest ¼ of Section 18, Township 3 North, Range 70 West of the 6th Principal Meridian, Town of Lyons, County of Boulder, State of Colorado, said tract being more particularly described as follows:

Beginning at the Northeast corner (1 2-inch aluminum cap) of said Southeast ¼ Northwest ¼ from whence the South quarter corner (1 1-1/4" steel pin) bears South 1 degree 06 minutes 30 seconds West and with all other bearings contained herein relative thereto; thence South 1 degree 06 minutes 30 seconds West, 1493.36 feet to a point on the North right of way of Colorado Highway 36; thence along said North right of way line the following courses and distances:

North 37 degree 27 minutes 00 seconds West, 438.40 feet; thence North 51 degrees 20 minutes 00 seconds West, 206.20 feet; thence North 36 degrees 27 minutes 00 seconds West, 876.14 feet to a point on the approximate centerline of North St. Vrain Creek;

Thence leaving said right of way line and along said North St. Vrain Creek centerline the following courses and distances:

North 52 degrees 23 minutes 00 seconds East, 20.00 feet; thence North 56 degrees 43 minutes 26 seconds East, 482.52 feet to a point on the North line of said Southeast ¼ Northwest ¼, Section 18;

Thence leaving said creek centerline, South 96 degrees 48 minutes 06 seconds East, 632.10 feet to the Point of Beginning,

EXCEPT those portions thereof described in Rule and Order recorded January 9, 2009, under Reception No. 2972745.

EXHIBIT B

Williams Property

A portion of the Northwest quarter, Section 18, Township 3 North, Range 70 West of the 6th P.M., described as follows:

Beginning at a point on the West line of said Northwest quarter, said point being a stone with a cross chiseled on top, from whence the West quarter corner of said Section 18 bears South, 1313.65 feet; thence South 86°20' East, a distance of 396.00 feet; thence South, a distance of 1096.47 feet to a point on a fenceline, said fenceline being the Northerly right of way boundary of the Old North St. Vrain Road; thence along said boundary fenceline the following courses and distances:

South 80°56'15" East, a distance of 97.07 feet; North 88°23'30" East, a distance of 214.50 feet, North 71°31' East, a distance of 101.32 feet, North 60°27'18" East, a distance of 140.74 feet, North 45°05' East, a distance of 286.37 feet, North 53°28'24" East, a distance of 130.58 feet, North 59°48'08" East, a distance of 155.21 feet, North 60°18'57" East, a distance of 336.15 feet to a point on the Southerly right of way boundary of Colorado State Highway No. 66; thence along said right of way boundary. 0.5 feet South of the right of way fenceline and approximately parallel to said fenceline, the following courses and distances: North 37°38'30" West, a distance of 103.72 feet to a fence corner on the Northerly bank of North St. Vrain Creek, North 37°38'30" West, a distance of 203.92 feet, North 41°56'30" West, a distance of 121.28 feet, North 49°45' West, a distance of 191.84 feet, North 58°39'30" West, a distance of 160.58 feet, North 68°12' West, a distance of 190.08 feet, North 77°09'30" West, a distance of 137.92 feet, North 84°02' West, a distance of 140.29 feet, South 89°26' West, a distance of 121.08 feet, South 82°18'30" West, a distance of 136.03 feet, South 76°31'10" West, a distance of 145.00 feet, South 74°05'30" West, a distance of 268.02 feet to a point on the West line of the aforementioned Northwest quarter of Section 18; thence South a distance of 25.59 feet to the Point of Beginning.
County of Boulder,
State of Colorado.

EXHIBIT C

Easement Premises (2 pages)

EXHIBIT "C"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT FOR UTILITY PURPOSES OVER AND ACROSS A PORTION OF LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH–SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3½" ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4846, 1992, ¼ COR., S18/S19, T3N, R70W" AT THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE NORTH 00°59'26" EAST, ALONG SAID NORTH–SOUTH SECTION CENTERLINE, A DISTANCE OF 2417.73 FEET, TO THE SOUTHERLY–MOST CORNER OF PARCEL DESCRIBED IN QUITCLAIM DEED WITH BOULDER COUNTY AT RECEPTION NO. 1704495, DATED JUNE 6, 1997, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID PARCEL BOUNDARY THE FOLLOWING THREE (3) COURSES:

1) NORTH 37°33'47" WEST, A DISTANCE OF 443.33 FEET;
2) THENCE NORTH 51°35'47" WEST, A DISTANCE OF 206.20 FEET;
3) THENCE NORTH 37°33'47" WEST, A DISTANCE OF 195.45 FEET;

THENCE DEPARTING SAID BOUNDARY, NORTH 52°25'03" EAST, A DISTANCE OF 37.13 FEET; THENCE NORTH 00°58'39" WEST, A DISTANCE OF 150.81 FEET; THENCE NORTH 12°58'18" WEST, A DISTANCE OF 152.46 FEET; THENCE NORTH 19°18'16" WEST, A DISTANCE OF 210.55 FEET; THENCE NORTH 83°37'09" WEST, A DISTANCE OF 149.28 FEET; THENCE NORTH 79°07'24" WEST, A DISTANCE OF 224.52 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL; THENCE NORTH 37°33'47" WEST, A DISTANCE OF 44.49 FEET TO THE WESTERLY–MOST CORNER OF SAID PARCEL; THENCE NORTH 52°15'56" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 19.88 FEET; THENCE CONTINUING ALONG SAID PARCEL BOUNDARY NORTH 56°36'22" EAST, A DISTANCE OF 5.14 FEET; THENCE SOUTH 37°33'47" EAST, A DISTANCE OF 34.68 FEET; THENCE SOUTH 79°07'24" EAST, A DISTANCE OF 214.05 FEET; THENCE SOUTH 83°37'09" EAST, A DISTANCE OF 164.01 FEET; THENCE SOUTH 19°18'16" EAST, A DISTANCE OF 227.65 FEET; THENCE SOUTH 12°58'18" EAST, A DISTANCE OF 152.13 FEET; THENCE NORTH 89°01'21" EAST, A DISTANCE OF 48.78 FEET; THENCE SOUTH 00°58'39" EAST, A DISTANCE OF 33.27 FEET; THENCE SOUTH 89°01'21" WEST, A DISTANCE OF 47.88 FEET; THENCE SOUTH 00°58'39" EAST, A DISTANCE OF 195.22 FEET; THENCE SOUTH 37°33'47" EAST, A DISTANCE OF 121.86 FEET; THENCE SOUTH 51°35'47" EAST, A DISTANCE OF 206.20 FEET; THENCE SOUTH 37°33'47" EAST, A DISTANCE OF 426.36 FEET TO A POINT ON THE NORTH–CENTERLINE OF SECTION 18; THENCE SOUTH 00°59'10" WEST, A DISTANCE OF 24.07 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 39,342 SQ.FT. OR 0.90 ACRES, MORE OR LESS.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

COLORADO LICENSED
EDGAR THOMAS BRISTOW
19588
4/26/2016
PROFESSIONAL LAND SURVEYOR

EDGAR T. BRISTOW
COLORADO P.L.S. #19588
PRESIDENT, FLATIRONS, INC.

FSI JOB NO. 13–62,753

JOB NUMBER: 13–62,753 UTIL
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 25, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

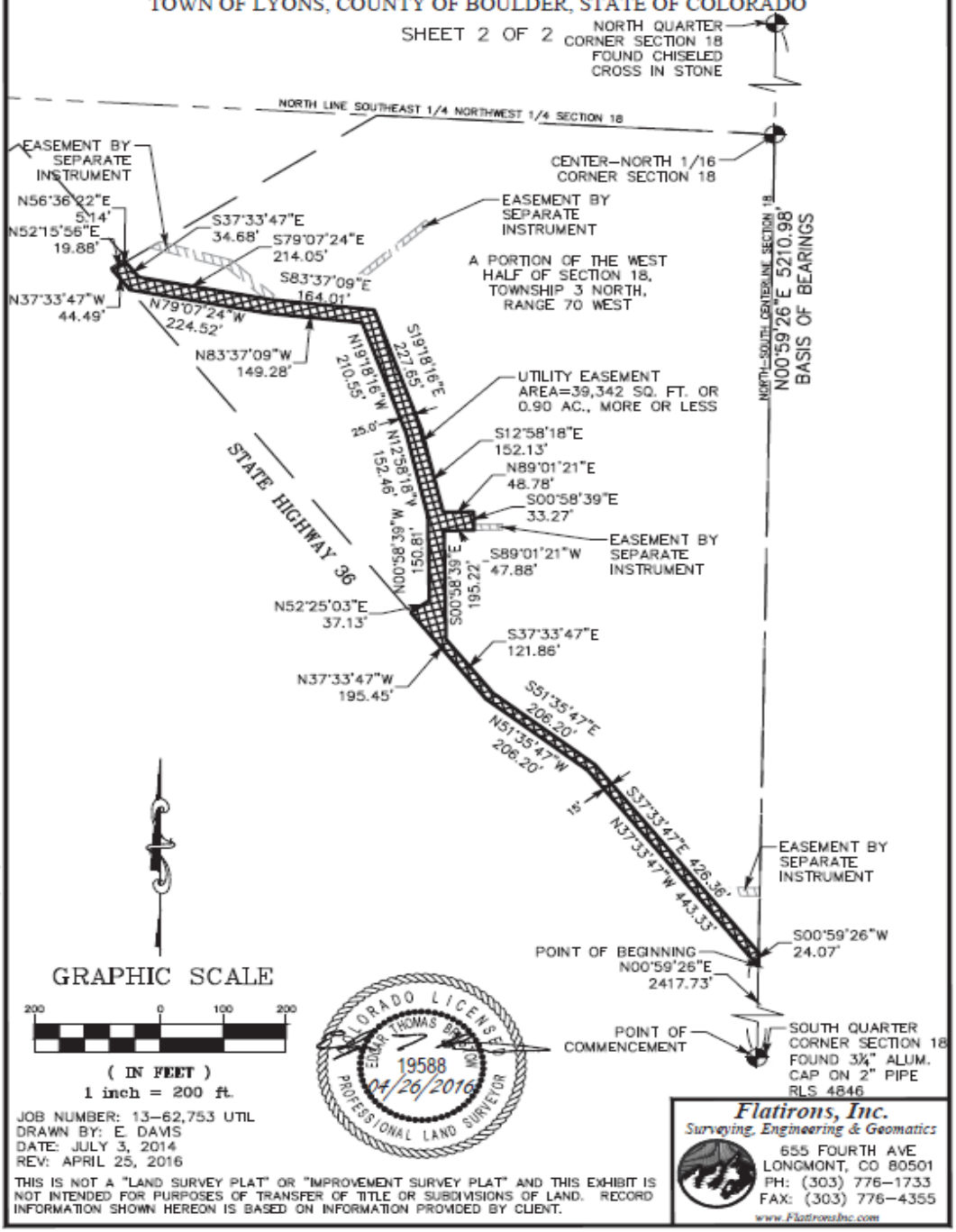
Flatirons, Inc.
Surveying, Engineering & Geomatics
655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776–1733
FAX: (303) 776–4355
www.FlatironsInc.com

BY:EDAVIS FILE:62753–EASEMENTS.DWG DATE:4/28/2016 9:23 AM

EXHIBIT "C"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



JOB NUMBER: 13-62,753 UTIL
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 25, 2016

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BY:EDAVIS FILE:62753-EASEMENTS.DWG DATE:4/26/2016 9:23 AM

EXHIBIT D

Easement Premises (3 pages)

EXHIBIT "D"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 3

AN EASEMENT FOR ELECTRICAL PURPOSES OVER AND ACROSS A PORTION OF LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH–SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3½" ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4846, 1992, ¼ COR., S18/S19, T3N, R70W" AT THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18, THENCE SOUTH 00°59'26" WEST, ALONG SAID NORTH–SOUTH SECTION CENTERLINE, A DISTANCE OF 1299.87 FEET, TO A POINT ON THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN QUITCLAIM DEED RECORDED WITH BOULDER COUNTY AT RECEPTION NO. 1704495, DATED JUNE 6, 1997; THENCE, ALONG SAID PARCEL BOUNDARY, NORTH 86°54'08" WEST, A DISTANCE OF 631.84 FEET; THENCE, CONTINUING ALONG SAID PARCEL BOUNDARY, SOUTH 56°36'22" WEST, A DISTANCE OF 477.70 FEET, TO A POINT ON A PROPOSED UTILITY EASEMENT; THENCE ALONG SAID UTILITY EASEMENT BY SEPARATE INSTRUMENT; THE FOLLOWING THREE (3) COURSES:

1) SOUTH 37°33'47" EAST, A DISTANCE OF 34.68 FEET;
2) THENCE SOUTH 79°07'24" EAST, A DISTANCE OF 214.05 FEET;
3) THENCE SOUTH 83°37'09" EAST, A DISTANCE OF 131.41 FEET, TO THE POINT OF BEGINNING;

JOB NUMBER: 13–62,753 ELEC.
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 25, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

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BY: EDAVIS FILE:62753–EASEMENTS.DWG DATE:4/26/2016 8:19 AM

EXHIBIT "D"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 3

THENCE NORTH 06°22'51" EAST, A DISTANCE OF 59.10 FEET; THENCE NORTH 47°39'38" EAST, A DISTANCE OF 146.09 FEET; THENCE SOUTH 42°20'22" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 47°39'38" WEST, A DISTANCE OF 142.33 FEET; THENCE SOUTH 06°22'51" WEST, A DISTANCE OF 55.33 FEET, TO A POINT ON SAID UTILITY EASEMENT BY SEPARATE INSTRUMENT; THENCE NORTH 83°37'09" WEST, ALONG SAID EASEMENT, A DISTANCE OF 10.00 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 2,014 SQ.FT. OR 0.05 ACRES, MORE OR LESS.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

COLORADO LICENSED
EDGAR THOMAS BRISTOW
19588
04/26/2016
PROFESSIONAL LAND SURVEYOR

EDGAR T. BRISTOW
COLORADO P.L.S. #19588
PRESIDENT, FLATIRONS, INC.

FSI JOB NO. 13-62,753

JOB NUMBER: 13-62,753 ELEC.
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
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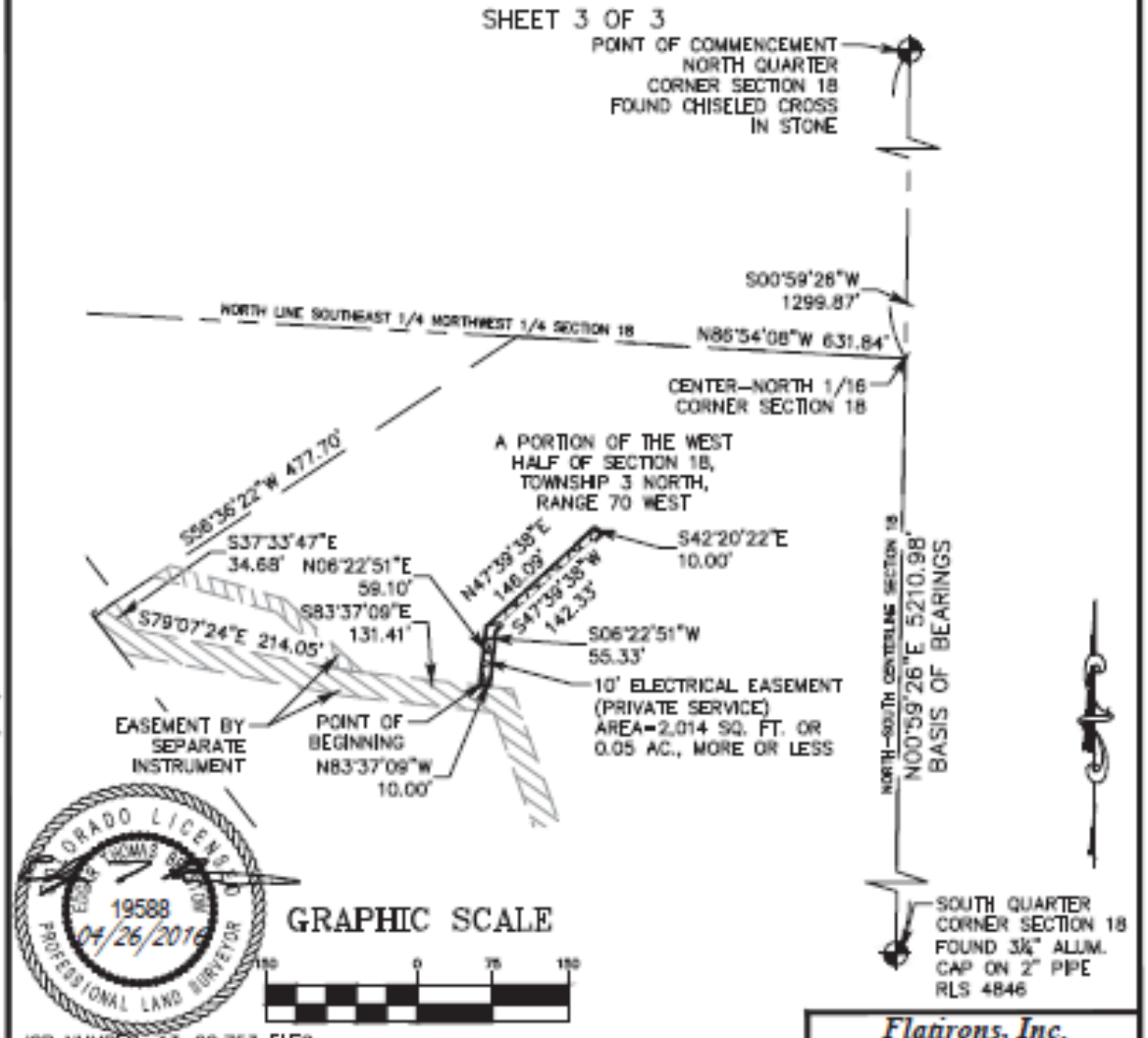
BY:EDAVIS FILE62753-EASEMENTS.DWG DATE:4/26/2016 8:19 AM

EXHIBIT "D"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 3



JOB NUMBER: 13-62,753 ELEC.
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 25, 2016

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BY:EDAVIS FILE:62753-EASEMENTS.DWG DATE:4/26/2016 9:19 AM

EXHIBIT E

Easement Premises (2 pages)

EXHIBIT "E"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT FOR ELECTRIC PURPOSES OVER AND ACROSS A PORTION OF LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH–SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3½" ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4846, 1992, ¼ COR., S18/S19, T3N, R70W" AT THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE NORTH 00°59'26" EAST, ALONG SAID NORTH–SOUTH SECTION CENTERLINE, A DISTANCE OF 2441.82 FEET, TO A POINT ON A PROPOSED UTILITY EASEMENT, SAID POINT BEING 15' MEASURED PERPENDICULARLY NORTHEAST FROM THE SOUTHWEST BOUNDARY OF THAT PROPERTY DESCRIBED IN QUITCLAIM DEED RECORDED WITH BOULDER COUNTY AT RECEPTION NO. 1704495, DATED JUNE 6, 1997; THENCE ALONG SAID PROPOSED UTILITY EASEMENT THE FOLLOWING FIVE (5) COURSES:

1) NORTH 37°33'47" WEST, A DISTANCE OF 426.36 FEET;
2) THENCE NORTH 51°35'47" WEST, A DISTANCE OF 206.20 FEET;
3) THENCE NORTH 37°33'47" WEST, A DISTANCE OF 121.86 FEET;
4) THENCE NORTH 00°58'39" WEST, A DISTANCE OF 195.22 FEET;
5) THENCE NORTH 89°01'21" EAST, A DISTANCE OF 47.88 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°58'39" WEST, ALONG SAID PROPOSED EASEMENT, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°01'21" EAST, A DISTANCE OF 45.18 FEET; THENCE SOUTH 00°58'39" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°01'21" WEST, A DISTANCE OF 45.18 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 452 SQ.FT. OR 0.01 ACRES, MORE OR LESS.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

COLORADO LICENSED EDGAR THOMAS BRISTOW 19588 04/26/2016 PROFESSIONAL LAND SURVEYOR

EDGAR T. BRISTOW
COLORADO P.L.S. #19588
PRESIDENT, FLATIRONS, INC.

FSI JOB NO. 13–62,753

JOB NUMBER: 13–62,753 ELEC. 2
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 25, 2016

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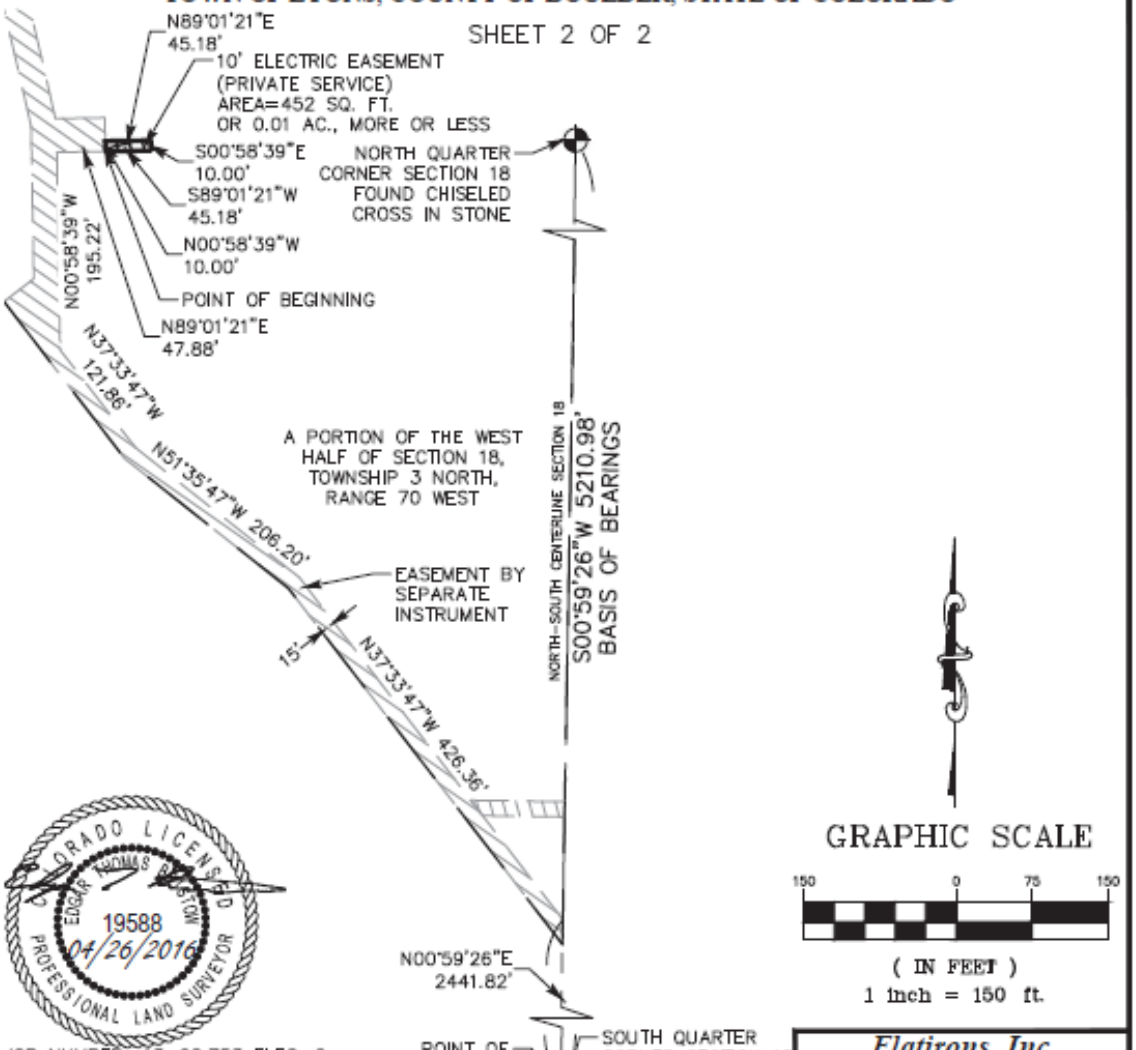
BY:EDAVIS FILE:62753–EASEMENTS.DWG DATE:4/26/2016 9:27 AM

EXHIBIT "E"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



COLORADO LICENSED PROFESSIONAL LAND SURVEYOR EDGAR THOMAS BURTON 19588 04/26/2016

JOB NUMBER: 13-62,753 ELEC. 2
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 25, 2016

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BY:EDAVIS FILE:62753-EASEMENTS.DWG DATE:4/26/2016 9:27 AM

EXHIBIT F

Easement Premises (3 pages)

EXHIBIT "F"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 3

AN EASEMENT FOR WATER MAIN PURPOSES OVER AND ACROSS A PORTION OF LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH–SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3½" ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4846, 1992, ¼ COR., S18/S19, T3N, R70W" AT THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 18, THENCE SOUTH 00°59'26" WEST, ALONG SAID NORTH–SOUTH SECTION CENTERLINE, A DISTANCE OF 1299.87 FEET, TO A POINT ON THE NORTHEAST CORNER OF PARCEL DESCRIBED IN QUITCLAIM DEED RECORDED WITH BOULDER COUNTY AT RECEPTION NO. 1704495, DATED JUNE 6, 1997; THENCE, ALONG SAID PARCEL BOUNDARY THE FOLLOWING TWO (2) COURSES:

1) NORTH 86°54'08" WEST, A DISTANCE OF 631.84 FEET;
2) THENCE SOUTH 56°36'22" WEST, A DISTANCE OF 411.78 FEET, TO THE POINT OF BEGINNING;

THENCE SOUTH 73°44'19" EAST, A DISTANCE OF 118.30 FEET;

COLORADO LICENSED
EDGAR THOMAS BRISTOW
19588
04/27/2016
PROFESSIONAL LAND SURVEYOR

JOB NUMBER: 13–62,753 WTR
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 26, 2016

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics
655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776–1733
FAX: (303) 776–4355
www.FlatironsInc.com

BY:EBRISTOW FILE:62753–EASEMENTS.DWG DATE:4/27/2016 4:12 PM

EXHIBIT "F"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 3

THENCE SOUTH 46°59'54" EAST, A DISTANCE OF 106.66 FEET; THENCE NORTH 83°37'09" WEST, A DISTANCE OF 15.36 FEET; THENCE NORTH 79°07'24" WEST, A DISTANCE OF 10.98 FEET; THENCE NORTH 46°59'54" WEST, A DISTANCE OF 81.47 FEET; THENCE NORTH 73°44'19" WEST, A DISTANCE OF 127.48 FEET, TO A POINT ON SAID PARCEL BOUNDARY; THENCE, ALONG SAID PARCEL BOUNDARY, NORTH 56°36'22" EAST, A DISTANCE OF 19.68 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 3,261 SQ.FT. OR 0.07 ACRES, MORE OR LESS.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

COLORADO LICENSED
EDGAR THOMAS BRISTOW
19588
04/27/2016
PROFESSIONAL LAND SURVEYOR

EDGAR T. BRISTOW
COLORADO P.L.S. #19588
PRESIDENT, FLATIRONS, INC.

FSI JOB NO. 13-62,753

JOB NUMBER: 13-62,753 WTR
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014

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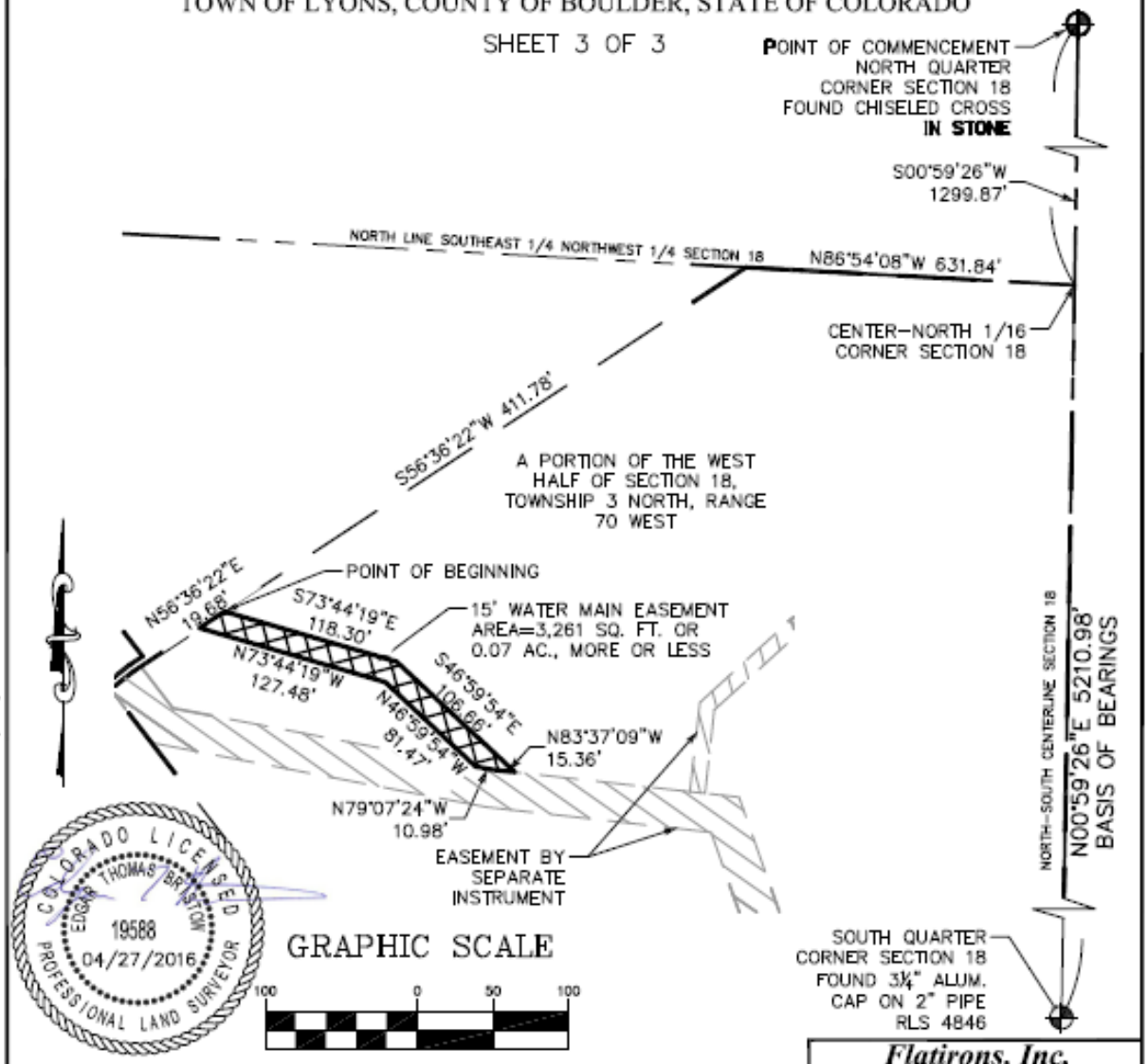
BY:EBRISTOW FILE:62753-EASEMENTS.DWG DATE:4/27/2016 4:13 PM

EXHIBIT "F"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 3



JOB NUMBER: 13-62,753 WTR
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014

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BY:EBRISTOW FILE:62753-EASEMENTS.DWG DATE:4/27/2016 4:15 PM

EXHIBIT G

Easement Premises (2 pages)

EXHIBIT "G"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT FOR WATER MAIN PURPOSES OVER AND ACROSS A PORTION OF LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH–SOUTH CENTERLINE OF SECTION 18 TO BEAR NORTH 00°59'26" EAST, A DISTANCE OF 5210.98 FEET BETWEEN A FOUND CHISELED CROSS IN STONE AT THE NORTH QUARTER CORNER AND A FOUND 3½" ALUMINUM CAP ON 2" PIPE, MARKED "RLS 4846, 1992, ¼ COR., S18/S19, T3N, R70W" AT THE SOUTH QUARTER CORNER, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE NORTH 00°59'26" EAST, ALONG SAID NORTH–SOUTH SECTION CENTERLINE, A DISTANCE OF 2543.34 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 89°00'34" WEST, A DISTANCE OF 80.92 FEET TO THE NORTHEASTERLY LINE OF AN EASEMENT BY SEPARATE INSTRUMENT; THENCE ALONG SAID SEPARATE INSTRUMENT NORTH 37°33'47" WEST, A DISTANCE OF 19.18 FEET; THENCE SOUTH 89°00'34" EAST, A DISTANCE OF 92.88 FEET TO A POINT ON SAID NORTH–SOUTH CENTERLINE; THENCE, ALONG SAID SECTION LINE, SOUTH 00°59'26" WEST, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 1,304 SQ.FT. OR 0.03 ACRES, MORE OR LESS.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

COLORADO LICENSED
EDGAR THOMAS BRISTOW
19588
04/27/2016
PROFESSIONAL LAND SURVEYOR

EDGAR T. BRISTOW
COLORADO P.L.S. #19588
PRESIDENT, FLATIRONS, INC.

FSI JOB NO. 13–62,753

JOB NUMBER: 13–62,753 WTR 2
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 26, 2016

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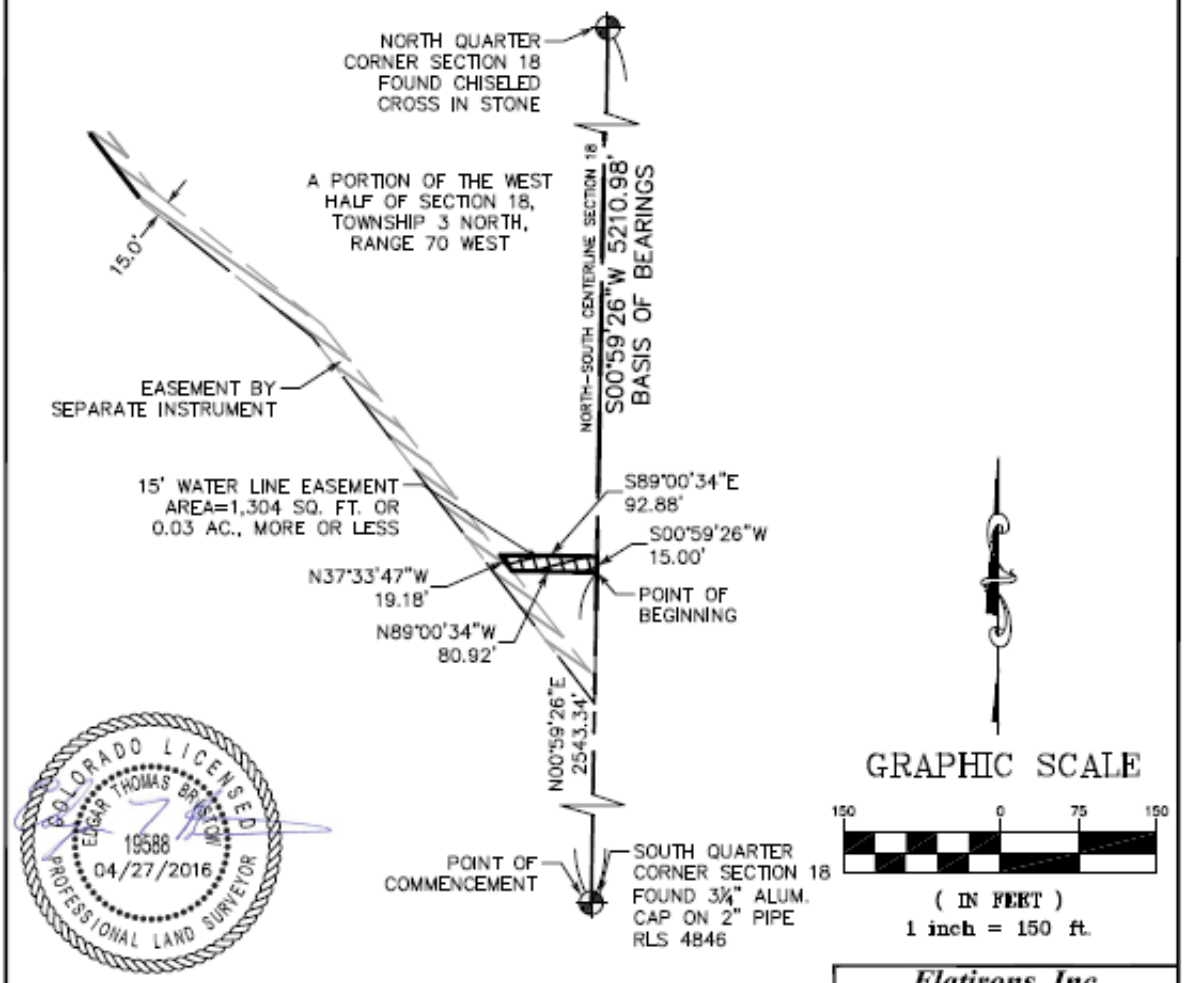
BY:EDAVIS FILE:62753–EASEMENTS.DWG DATE:4/27/2016 10:54 AM

EXHIBIT "G"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



COLORADO LICENSED
EDGAR THOMAS BRISTOW
19588
04/27/2016
PROFESSIONAL LAND SURVEYOR

JOB NUMBER: 13-62,753 WTR 2
DRAWN BY: E. DAVIS
DATE: JULY 3, 2014
REV: APRIL 26, 2016

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BY:EBRISTOW FILE:62753-EASEMENTS.DWG DATE:4/27/2016 10:56 AM

TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2016, by **CRAIG FERGUSON ("Ferguson"), and MAMIE DAVIS and JERRY MOORE ("Davis & Moore")**, whose legal address is 500 W. Main Street. Lyons, Colorado 80540 (collectively, the "Grantor"), and the **TOWN OF LYONS**, a statutory municipality of the State of Colorado, whose address is 432 5th Avenue, Lyons, CO 80540 ("Town" or "Grantee") (collectively, the "Parties").

In consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration**,** the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby sells, conveys, transfers, and delivers to the Grantee its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successor and assigns, a non-exclusive Temporary Construction Access Easement (the "Temporary Construction Easement") for the real property described in **Exhibit A**, a copy of which is attached and incorporated by this reference (the "Temporary Easement Property"), to facilitate the Town's construction of public utility lines and other related improvements in the vicinity of the Temporary Easement Property (the "Project").

This Temporary Construction Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Easement Property and for Grantee's use to do all things reasonably necessary to construct and install the Project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles. Upon expiration of the Temporary Construction Easement, the Grantee, at its sole cost and expense, shall restore the Temporary Easement Property to substantially the same condition it was in prior to Grantee's use. Grantee shall not leave any rubbish or debris on or about the Temporary Easement Property. The term of this Agreement shall begin upon the date of mutual execution hereof and shall extend until December 31, 2016 or until the Project has been completed, whichever first occurs. The Town may extend the Temporary Construction Easement for one (1) additional six (6) month period (or until June 30, 2017) by giving written notice to Grantor on or before December 15, 2016.

2. The Town agrees that all work associated with the Project on the Temporary Easement Property shall be completed by July 15, 2016. If not completed by July 15, 2016, work on the Project within the Temporary Easement Property shall stop and not recommence until August 29, 2016, or on such earlier date as Grantor may authorize in writing. If work is stopped in accordance with this Paragraph 2, Grantee shall comply with the restoration obligations set forth in Paragraph 1 until such time as the work is authorized to recommence.

3. Upon termination of this Agreement, all covenants in this instrument are released (other than Grantee's restoration obligations set forth in Paragraph 1, Grantee's indemnification obligations set forth in Paragraph 4, and the cost recovery provision set forth in Paragraph 13, all of which shall survive the expiration or termination of this Agreement) and the Temporary Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this Agreement. Upon request by Grantor, Grantee shall execute any documents reasonably requested by Grantee to confirm the termination of this Agreement.

4. The Temporary Construction Easement shall allow the Town and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Temporary Easement Property during the completion of the Project. Grantee shall use the Temporary Easement Property solely for the purpose described in Paragraph 1 and for no other purpose. In no event may any use of the Temporary Easement Property by the Town and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof violate any applicable law, rule or regulation relating to the Temporary Easement Property or materially impact Grantor's normal business operations in the adjacent property. To the extent allowed by law, the Town shall indemnify and hold the Grantor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the Town and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor or its employees, contractors or agents.

5. Grantor covenants and agrees that it is the fee owner of the Temporary Easement Property and that it has the authority to grant this Temporary Construction Easement to the Town.

6. Grantor warrants that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Temporary Construction Easement is granted may be placed, erected, installed or permitted upon the Temporary Easement Property during the term hereof except for existing improvements, if any. The Grantor further agrees that in the event the terms of this Temporary Construction Easement are violated, that such violation shall immediately be corrected by the Grantor at Grantor's sole expense upon receipt of written notice from Grantee.

7. Grantor reserves all rights attendant to its ownership of the Temporary Easement Property, including but not limited to the use and enjoyment of the Temporary Easement Property for all purposes not inconsistent with the terms and conditions of this Agreement.

8. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return

receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor:	Craig C. Ferguson 500 West Main Street P.O. Box 769 Lyons, CO 80540
With a copy to:	Erik Foster Moye White LLP 1400 16th Street 6th Floor Denver, CO 80202
If to Grantee:	Town of Lyons Attn: Town Administrator 432 5th Street Lyons, CO 80540
With a copy to:	Town of Lyons Town Attorney c/o Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, CO 80111

9. This Agreement represents the entire agreement between the Grantor and the Town as relates to the Temporary Construction Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by both the Mayor and the Grantor.

10. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any action arising out of this Agreement shall be in the District Court in the County of Boulder, Colorado.

11. The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. This Agreement shall not be recorded, but shall nevertheless become effective upon full execution by all parties and delivery of same to the Town.

13. In the event of litigation between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

_____
Craig Ferguson

_____
Mamie Davis

_____
Jerry Moore

GRANTEE:

TOWN OF LYONS, COLORADO

By:_____
Connie Sullivan, Mayor, Authorized
pursuant to Resolution No. 16-47

LENDER:

Agreed and Consented to this ___ day of _____, 2016.

ALPINE BANK
A Colorado Banking Corporation

By:_____

Its:_____

[Notary blocks for all signatories to this document follow].

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed to and acknowledged before me this _____ day of _____, 2016, by Connie Sullivan as the Mayor of the TOWN OF LYONS, COLORADO, for and on behalf of the Town.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

[S E A L]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed to and acknowledged before me this _____ day of _____, 2016, by _____ as _____ _____ of Alpine Bank, a Colorado Banking Corporation, for and on behalf of the Bank.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

[S E A L]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Craig Ferguson.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

[S E A L]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Mamie Davis.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

[S E A L]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Jerry Moore.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

[S E A L]

EXHIBIT A

Temporary Easement Property

EXHIBIT "A"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PORTION OF LAND, LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18, THENCE NORTH 00°59'26" EAST, ALONG SAID NORTH–SOUTH SECTION CENTERLINE, A DISTANCE OF 2417.73 FEET, TO THE SOUTHERLY–MOST CORNER OF PARCEL DESCRIBED IN QUITCLAIM DEED WITH BOULDER COUNTY AT RECEPTION NO. 1704495, DATED JUNE 6, 1997; THENCE ALONG SAID PARCEL BOUNDARY NORTH 37°33'47" WEST, A DISTANCE OF 363.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARCEL BOUNDARY THE FOLLOWING THREE COURSES:

1) NORTH 37°33'47" WEST, A DISTANCE OF 79.50 FEET;
2) THENCE NORTH 51°35'47" WEST, A DISTANCE OF 206.20 FEET;
3) THENCE NORTH 37°33'47" WEST, A DISTANCE OF 39.75 FEET;

THENCE DEPARTING SAID BOUNDARY, NORTH 52°26'13" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 37°33'47" EAST, A DISTANCE OF 37.36 FEET; THENCE SOUTH 52°25'37" EAST, A DISTANCE OF 233.38 FEET; THENCE SOUTH 37°29'25" EAST, A DISTANCE OF 50.73 FEET; THENCE SOUTH 47°28'07" WEST, A DISTANCE OF 65.05 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 18,527 SQ.FT. OR 0.43 ACRES, MORE OR LESS.

COLORADO LICENSED
EDGAR THOMAS BRYSON
19588
04/26/2016
PROFESSIONAL LAND SURVEYOR

JOB NUMBER: 13–62,753 TEMP
DRAWN BY: E. DAVIS
DATE: APRIL 25, 2016

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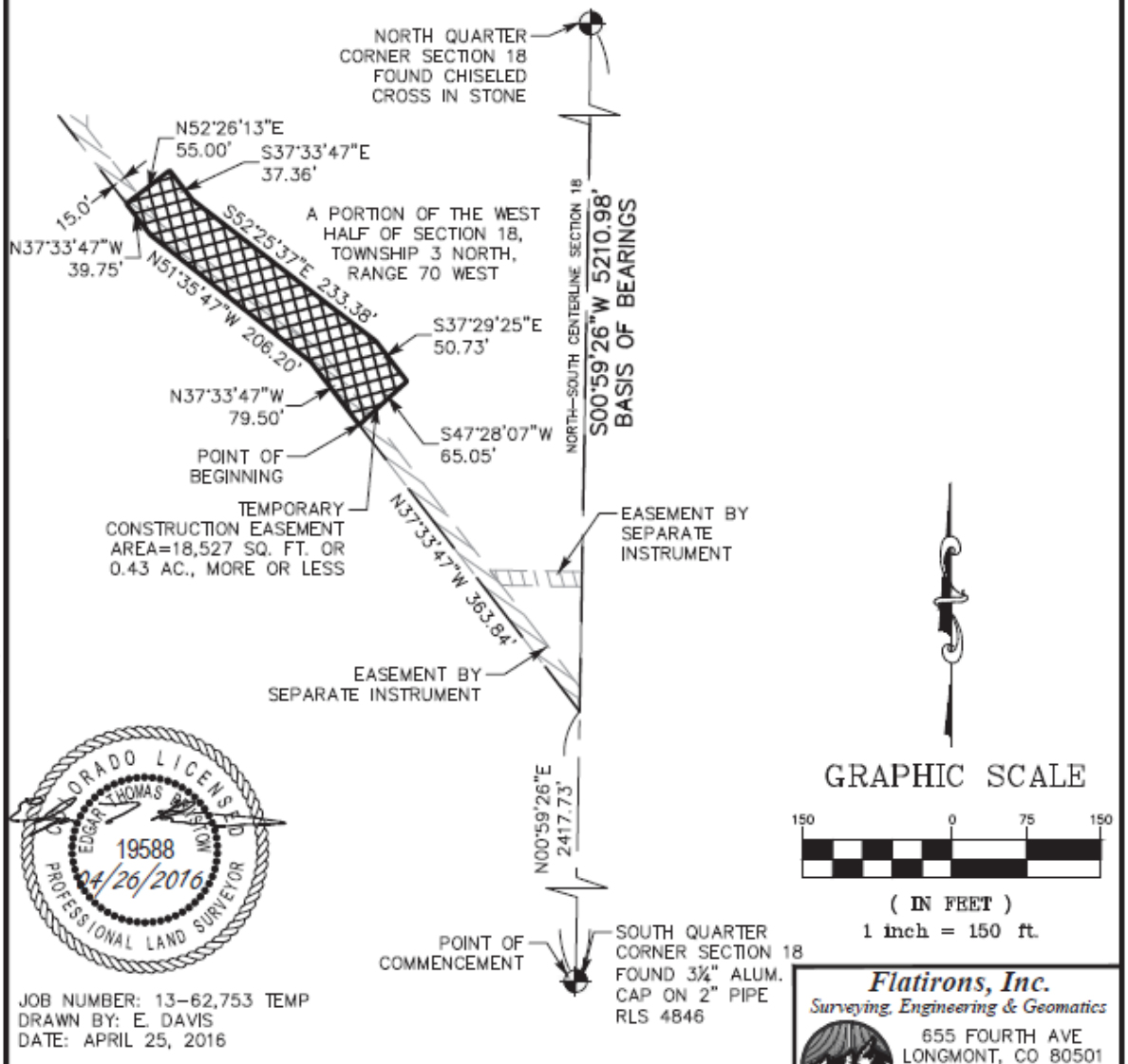
BY:EDAVIS FILE:62753–EASEMENTS.DWG DATE:4/26/2016 9:32 AM

EXHIBIT "A"

LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



JOB NUMBER: 13-62,753 TEMP
DRAWN BY: E. DAVIS
DATE: APRIL 25, 2016

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BY:EDAVIS FILE:62753-EASEMENTS.DWG DATE:4/26/2016 9:32 AM

AGREEMENT REGARDING INTENT TO PETITION TO ANNEX THE WILLIAMS PROPERTY

This **AGREEMENT REGARDING INTENT TO PETITION TO ANNEX THE WILLIAMS PROPERTY** ("Agreement") is entered into this ____ day of _____, 2016, 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 CRAIG FERGUSON, whose legal address is 500 W. Main Street/P.O. Box 769, Lyons, CO 80540 ("Ferguson").

WHEREAS, the Town and Ferguson are parties to that certain Easement Agreement dated _____, 2016, a copy of which is recorded at Rec. No. _____ in the real property records of Boulder County, Colorado (the "Easement Agreement"); and

WHEREAS, Ferguson is the sole owner of the property described in **Exhibit A** attached hereto and incorporated by reference, a parcel of land consisting of thirty (30) acres, more or less (the "Williams Property"); and

WHEREAS, the Easement Agreement sets forth Ferguson's general intent to annex the Williams Property to the Town at a future date in order to provide additional facilities to support the Festival Property (as that term is defined in the Easement Agreement); and

WHEREAS, the Easement Agreement waives the water and wastewater service tap connection fees set forth in Section 13-3-90(b)(1) of the Lyons Municipal Code (the "Water Tap Fee") and Section 13-4-80(c) of the Lyons Municipal Code (the "Wastewater Connection Fee"); and

WHEREAS, the Town desires to establish a three-year time limit within which Ferguson will submit to the Town a petition for annexation of the Williams Property complying with all applicable requirements of C.R.S. § 31-12-107 and Chapter 15 of the Lyons Municipal Code ("Annexation Petition"); and

WHEREAS, Ferguson desires to commit to initiating the annexation process by submitting the Annexation Petition to the Town on or before July 1, 2019 (the "Petition Submission Period"); and

WHEREAS, Ferguson desires to commit that he will pay the Town, at time of hook up, the Water Tap Fee and the Wastewater Connection Fee waived under the applicable terms of the Easement Agreement if Ferguson fails to petition the Town to annex the Williams Property within the Petition Submission Period.

NOW THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and Ferguson:

1. Ferguson agrees to submit the Annexation Petition to the Town within the Petition Submission Period.

2. The Town agrees that if Ferguson submits an Annexation Petition to the Town on or before the expiration of the Petition Submission Period, the waiver of the Water Tap Fee and the Wastewater Connection Fee set forth in the Easement Agreement shall be made permanent and fully and forever waived. This Agreement shall not require Ferguson to complete the annexation process on terms or conditions unacceptable to Ferguson, and Ferguson shall retain

the right to withdraw the Annexation Petition at any time, if and to the extent such withdrawal right in set forth with particularity in the Annexation Petition.

3. Ferguson agrees that if he fails to submit an Annexation Petition to the Town on or before the expiration of the Petition Submission Period, he shall be required to pay the Town for the full cost of the Water Tap Fee and the Wastewater Connection Fee waived in the Easement Agreement within thirty (30) days of the later of (i) expiration of the Petition Submission Period, and (ii) at time of hook up to the water system and/or wastewater system. For purposes of this Agreement, the "full cost" of the Water Tap Fee and the Wastewater Connection Fee shall be equal to all costs associated with the same, as set forth in the Lyons Municipal Code and in effect on the date of recording of the Easement Agreement. If the applicable Water Tap Fee and Wastewater Connection Fee increase between the date of recording of the Easement Agreement and the date upon which Ferguson is required to pay the Town for the same by operation of this Section 3, the Parties specifically intend that Ferguson shall be required to pay the lower amount. Similarly, if the applicable fees decrease between the date of recording of the Easement Agreement and the date upon which Ferguson is required to pay the Town for the same by operation of this Section 3, then Ferguson shall pay the lower amount.

4. If Ferguson sells the Williams Property prior to the expiration of the Petition Submission Period, Ferguson agrees that he will, at his option, either:

a. require as a condition of sale of the Williams Property that any and all buyers must and shall accept assignment of this Agreement and the obligation to pay the Town for the Water Tap Fee and the Wastewater Connection Fee as set forth in this Agreement if the buyer(s) fail to submit a petition for annexation to the Town on or before the expiration of the Petition Submission Period; or

b. if Ferguson has already tapped into the water and or wastewater systems, pay the Town in full for the Water Tap Fee (if tapped) and the Wastewater Connection Fee (if tapped) (determined in accordance with Section 3 above) on or before the date on which the sale of the Williams Property is concluded.

5. This Agreement is not and shall not be considered, interpreted, construed, or relied upon as a pre-annexation agreement as that term is understood pursuant to Title 31, Article 12 of the Colorado Revised Statutes.

6. This Agreement shall not be recorded, but shall nevertheless become effective upon full execution by all parties and delivery of same to the Town.

7. In the event that a court of competent jurisdiction enters a judgment declaring that any material provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the remaining provisions shall be deemed modified to the extent necessary to comply with the judgment.

8. This Agreement contains the entire agreement and understanding between the Parties regarding the subjects covered herein, and, except as expressly provided otherwise herein, supersedes all other understandings, negotiations, and agreements between the Parties as to those subjects. This Agreement may not be amended or modified except by a written instrument signed by the Parties or their duly authorized representatives.

9. This Agreement shall be governed by the laws of the State of Colorado.

10. All of the terms, provisions, covenants, and conditions of this Agreement are binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

_____
Craig Ferguson

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2016, by Craig Ferguson.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

[S E A L]

TOWN OF LYONS, COLORADO

By:_____
Connie Sullivan, Mayor
Authorized by Resolution No. 16-47

ATTEST:

_____
Debra K. Anthony, MMC – Town Clerk

Exhibit A

A portion of the Northwest quarter, Section 18, Township 3 North, Range 70 West of the 6th P.M., described as follows:

Beginning at a point on the West line of said Northwest quarter, said point being a stone with a cross chiseled on top, from whence the West quarter corner of said Section 18 bears South, 1313.65 feet; thence South 86°20' East, a distance of 396.00 feet; thence South, a distance of 1096.47 feet to a point on a fenceline, said fenceline being the Northerly right of way boundary of the Old North St. Vrain Road; thence along said boundary fenceline the following courses and distances:

South 80°56'15" East, a distance of 97.07 feet; North 88°23'30" East, a distance of 214.50 feet, North 71°31' East, a distance of 101.32 feet, North 60°27'18" East, a distance of 140.74 feet, North 45°05' East, a distance of 286.37 feet, North 53°28'24" East, a distance of 130.58 feet, North 59°48'08" East, a distance of 155.21 feet, North 60°18'57" East, a distance of 336.15 feet to a point on the Southerly right of way boundary of Colorado State Highway No. 66; thence along said right of way boundary. 0.5 feet South of the right of way fenceline and approximately parallel to said fenceline, the following courses and distances: North 37°38'30" West, a distance of 103.72 feet to a fence corner on the Northerly bank of North St. Vrain Creek, North 37°38'30" West, a distance of 203.92 feet, North 41°56'30" West, a distance of 121.28 feet, North 49°45' West, a distance of 191.84 feet, North 58°39'30" West, a distance of 160.58 feet, North 68°12' West, a distance of 190.08 feet, North 77°09'30" West, a distance of 137.92 feet, North 84°02' West, a distance of 140.29 feet, South 89°26' West, a distance of 121.08 feet, South 82°18'30" West, a distance of 136.03 feet, South 76°31'10" West, a distance of 145.00 feet, South 74°05'30" West, a distance of 268.02 feet to a point on the West line of the aforementioned Northwest quarter of Section 18; thence South a distance of 25.59 feet to the Point of Beginning.
County of Boulder,
State of Colorado.

TOWN OF LYONS
Board of Trustees Meeting

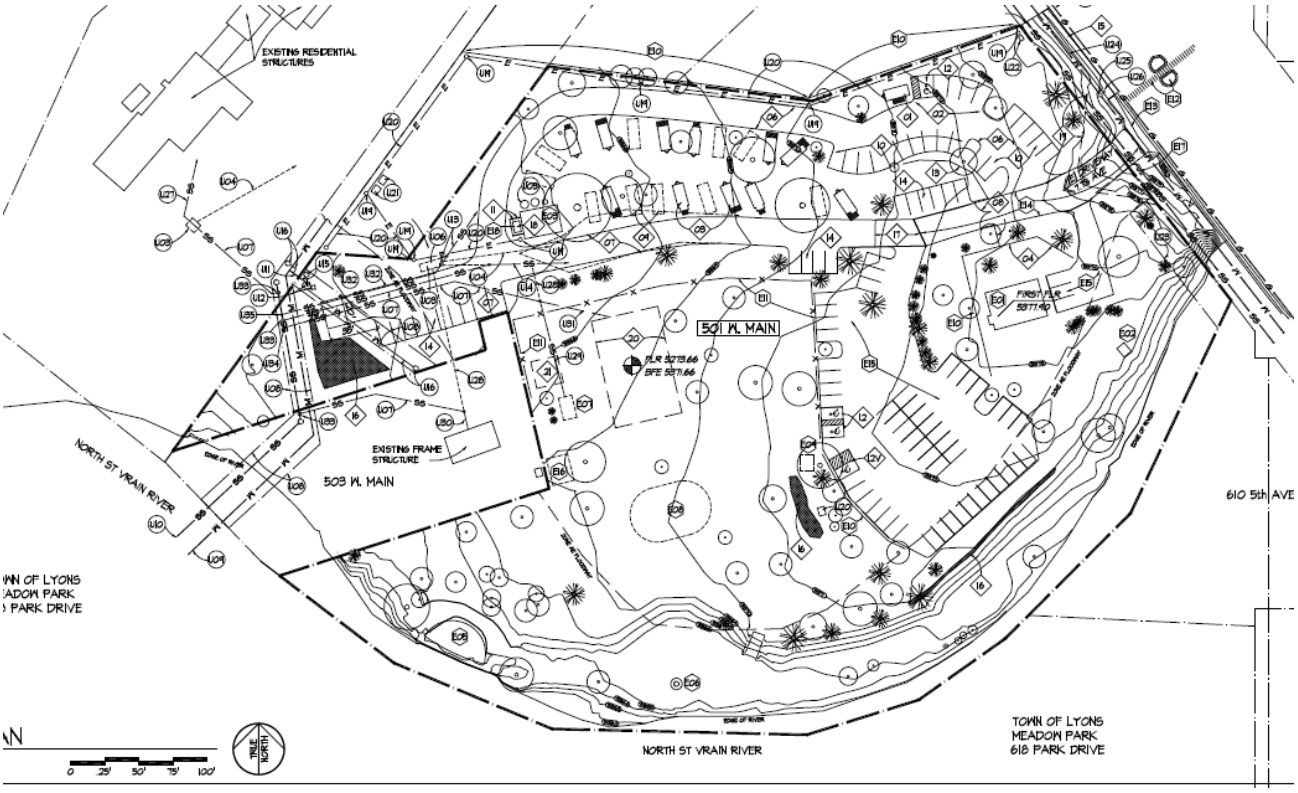
Monday, May 2, 2016

SUBJECT: **Second Reading of Ord. 999 and Public Hearing – River Bend Final PUD/ Development Plan and Re-zoning from R2 to PUD-C**

DATE: **4/28/16**

PURPOSE: JM Properties, Inc. ("Applicant") on behalf of Lyons Properties, LLC ("Owner") requests approval of a Final PUD Plan and rezoning from R2 to PUD-C to establish permanent facilities for Weddings and other outdoor Special Events along with the use of up to 22 Recreational Vehicles as overnight accommodations for guests. Also occasional use as a tent campground supporting special events at Planet Bluegrass. (see attached statement of intent and Site Plan)

LOCATION: 501 W. Main Lyons Colorado



River Bend
Write a description for your map.
Legend
Lyons
Google earth
200 ft
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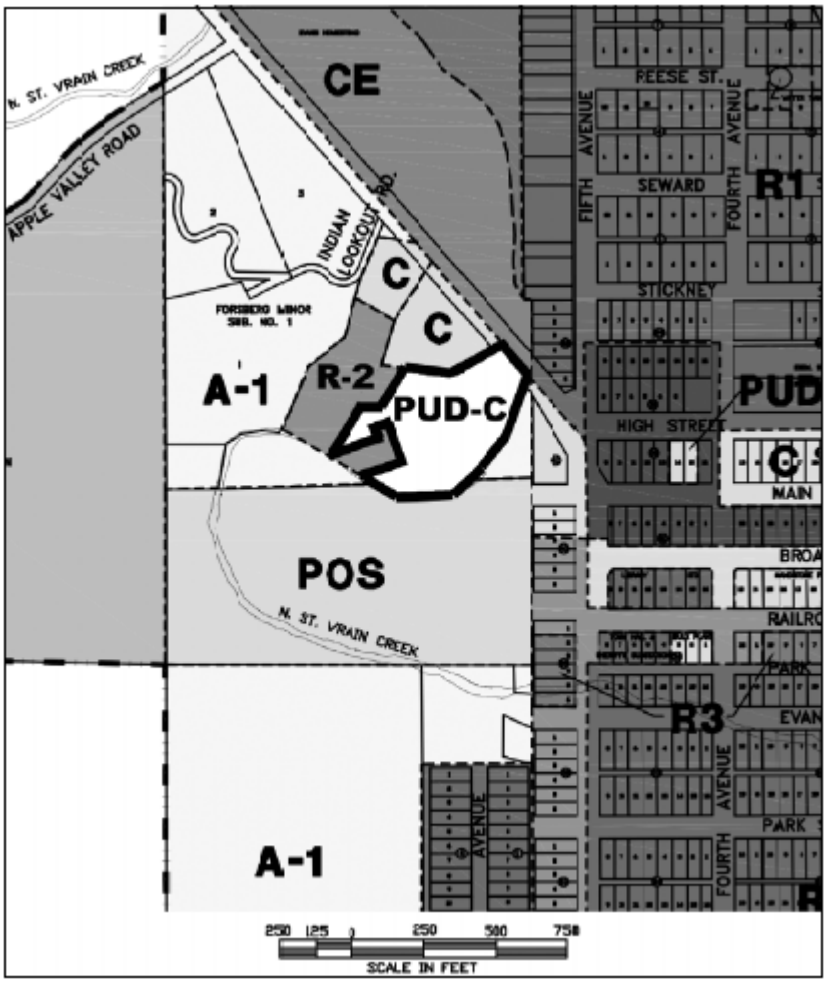

APPLICANT: Lyons Properties LLC
4121 Hwy 66
PO Box 312
Lyons, CO 80540

ARCHITECT: Jerry Moore

JM Associates

PO Box 18390

Boulder, Co. 80308

CODE: Lyons Zoning Regulations, Chapter 16

DEPARTMENT: Planning

Bob Joseph, AICP/ASLA

Consulting Town Planner

ACTION: Approve, approve with conditions or deny the Final PUD/Development Proposal and Re-zoning from R2 to PUD-C . *(Note: the BOT is free to add to, revise or delete any of the PCDC recommended conditions of approval).* The Ordinance 999 prepared for consideration on second reading assumes that the BOT will adopt the PCDC's recommendation to approve the rezoning and approve the Final PUD Plan, subject to the conditions as recommended by PCDC.

Suggested Motion: "I MOVE TO APPROVE ORDINANCE NO. 999, AN ORDINANCE REZONING 501 WEST MAIN STREET, FROM THE R-2 MEDIUM DENSITY ZONE DISTRICT TO THE PUD-C COMMERCIAL PLANNED UNIT DEVELOPMENT DISTRICT. I FURTHER MOVE TO APPROVE THE FINAL PUD PLAN WITH THE CONDITIONS NOTED IN THE STAFF REPORT DATED 4.28.16 AND WITH ACCEPTANCE OF THE FINDINGS NOTED THEREIN."

Background: The PCDC acted to recommend rezoning of this property from R2 to PUD-C on 3-14-16. The PCDC on 4-11-16 acted to recommend the approval of this Final PUD with conditions as set forth in this staff report.

River Bend Final PUD and Zoning Amendment Staff Report

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VIII. Neighbor Comments	attached

I. Staff and PCDC Recommended Action on the Final PUD and zoning amendment.

Staff and PCDC supports this application for Final PUD and recommends approval of this PUD Development Plan along with the PUD-C zoning amendment with conditions as noted under Section II below.

II. Staff and PCDC recommended conditions of approval for Final PUD.

All conditions proposed and presented by the Applicants with this land use request as submitted, both written and graphic, are hereby incorporated into this list of conditions by reference. Some of these conditions are repeated below for emphasis and ease of administration of this land use approval moving forward. Some are amplified, clarified and/or modified below for the final record. Omission from this listing below of conditions that the applicant has proposed elsewhere in the submittal does not negate the binding nature of the PUD submittal taken as a whole with all elements duly noted and accepted with this approval.

1. As noted on Sheet A00, the Applicants have proposed and the PCDC has accepted the following sound limitations.

Event center, small use, shall be subject to the following conditions:

a. Outdoor music performed by live entertainment at events shall not include amplified instruments. Horns or percussion are not allowed. Woodwinds (e.g clarinets, flutes, etc. are allowed. One vocalist may use a microphone with amplification.
b. Outdoor Disc Jockey (DJ) style performance of amplified recorded music is not allowed.
c. Outdoor weddings:
    i. During wedding ceremonies: the officiant and other members of wedding parties may use a microphone with amplification for readings, vows. Low level amplified recorded music or unamplified acoustic instruments only are allowed during the ceremony with one vocalist using a microphone with amplification. Wedding ceremonies are to be concluded no later than 5:30 pm.
    ii. During cocktail hour and dinner: unamplified acoustic only instrumental music is allowed. The officiant and other members of wedding parties may use a microphone with amplification for toasts and announcements.
    iii. After dinner music: unamplified acoustic only instruments are allowed with one vocalist using a microphone with amplification.
d. All music shall end by 10:00 pm.
e. Outdoor low level amplified recorded music, vocals, and public address system announcements, or any other noise generated at any wedding or other special event conducted on the property shall be carefully limited to the minimum functional sound level. All uses conducted at River Bend shall also comply with the noise restrictions set forth in Sec. 10-11-10 Unreasonable Noise of the Lyons Municipal Code as it may be amended from time to time. The Applicant or any person or entity holding a function on the subject property shall immediately reduce or eliminate any amplified or other sounds when instructed to do so by a member of the Boulder County Sheriff's Office, other law enforcement or emergency services personnel or member of Town Staff.

2. Limitations on Use. As noted on Sheet A00, the Applicants have proposed and the PCDC has accepted the limitations on use as set forth on Sheet A00. This PUD approval is restricted to the specific uses proposed as set forth on Sheet A00 in items 1 through 14. This PUD approval would require a PUD amendment approved by both the PCDC and BOT to add a use not specifically identified and approved with this review.

6. All public improvements and site design including road surfacing, utilities and drainage shall be subject to a separate plan review including review of the final layout and construction details by the Town Engineer, prior to issuance of a construction permit pursuant to the Final PUD approval.

III. Staff Findings re: Zoning Amendment criteria; C-PUD Uses, Site Design Standards and Guidelines and PUD review standards *(Background only from PCDC review of the re-zoning request)*

Compliance with Town Standards regarding Re-zoning Request:

Staff finds the application in compliance with Chapter 16, Sec. 16-15-40. Official Zoning Map amendment approval criteria, of the Town of Lyons Land Use Code, as outlined below.

For the purpose of establishing and maintaining sound, stable and desirable development within the Town, the official zoning map shall not be amended except:

(1) To correct a manifest error in an ordinance establishing the zoning for a specific property.

Staff Finding: Not Applicable

(2) To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally.

Staff Finding: The flood of 2013 destroyed the historic mobile home park use on the property. The historic use cannot be re-established because of the flood plain conditions on the property.

(3) The land to be rezoned is inconsistent with the policies and goals of the Comprehensive Plan.

Staff Finding: Not Applicable

(4) The proposed rezoning is necessary to provide land for a municipal-related use that was not anticipated at the time of the adoption of the Comprehensive Plan, and the rezoning will be consistent with the goals and policies of the Comprehensive Plan.

Staff Finding: Not Applicable

(5) The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area, and the rezoning will be consistent with the goals and policies of the Comprehensive Plan.

Staff Finding: The broad scope of the 2013 flood disaster constitutes a change to a degree that it is in the public interest to encourage development or redevelopment of the area, and the rezoning will be consistent with the goals and policies of the Comprehensive Plan.

(6) A rezoning to a Planned Unit Development overlay district is requested to encourage innovative and creative design and to promote a mix of land uses in the development.

Staff Finding: The proposed mix of land use (i.e. outdoor wedding venue combined with Tiny Home lodging) demonstrates creative mix of uses and design (i.e. handcrafted tiny homes).

River Bend PUD with ZONING AMENDMENT Proposed Uses:

The PUD would allow for construction of a maximum 4,000 sf single story enclosed Pavilion Structure along with associated site improvements which would require development review approval by the Town of Lyons Planning and Community Development Commission and subject to ratification of this approval by the Town of Lyons Board of Trustees prior to building permit submittal. Construction of the Pavilion Structure would result in removal of the Mobile Restroom Trailer from the Property. Should the Pavilion construction be delayed beyond 5 years from the approval date of this PUD, the Applicant agrees to remove the Restroom trailer and replace its functionality with a permanent Restroom Structure as noted on the accompanying Site Plan. The development approval process for construction of the Restroom Structure would require the process noted above for the Pavilion Structure.

Staff Findings Regarding Conformance with C-Commercial zone district uses.

Permitted principal uses in the C-Commercial District include the following *proposed* uses:
See Sec. 16-3-200. C Commercial District.

(1) Accessory building or use.
(2) Business use, including but not limited to the following:

e. Hotel or motel.
n. Recreational facility.
o. Restaurant, bar or other eating and drinking place.
p. Retail business, such as gift shop

Staff Comment: This PUD site development plan may be amended from time to time to introduce the anticipated future uses that are permitted with this site specific PUD subject to the applicable provisions of Article 17, including but not limited to Site Plan and Development Plan Review Process.

(3) Residential use as follows:
a. Associated residential unit

Uses by PUD Review.

Chapter 16 sets out the following applicable code provisions See Sec. 16-3-340. PUD-C Commercial Planned Unit Development District.

(a) Specific Purpose. The purpose of the PUD-C District is to establish areas for planned commercial centers and grouping of consumer-oriented commercial uses that incorporate high-quality architectural design and to allow development of tracts of land large enough to accommodate well-planned and rational connections between structures, people and automobiles through the use of planned parking access, pedestrian walkways, courtyards, malls and landscaped open space.

(b) Allowed Uses. In PUD-C Districts established through initial zoning or through rezoning, the following uses are allowed as appropriate and approved in the PUD Plan:

(1) Principal permitted, conditional or accessory uses allowed in the C District ***unless such specific uses are explicitly omitted in the PUD Plan;***

(2) Multiple-family dwellings as part of a mixed-use development where the residential use is located in the same building as a principal nonresidential use; and

(3) Other uses expressly approved as part of the PUD Plan:

Uses not listed under C-Commercial, but included under the PUD application and review as provided for under b (3) as noted above.

- Automobile, boat and motorcycle rental and sales. Not listed as a C-Commercial use, but allowed under the PUD review process.
    - *Note: the owners contemplate potential sales of RV's used on site, Staff finds this use fits under this broader heading. Sales shall be strictly limited to the twenty two RV's located on site, and shall be incidental and accessory to the other principal uses approved herewith.*
- Campground. Not listed as a C-Commercial use, but allowed under the PUD review process. Tent camping use shall be restricted to Special Events for a total of three (3) weekend tent camping events per year, each operating on the following schedule: Thu – camper arrival and setup; Fri through Sun – festivating; and, Mon – breakdown, cleanup and camper departure.
- Campground. The use of "Tiny Home" Recreational Vehicles as temporary short-term commercial accommodations open to the general public. This use is not to exceed 22 units as depicted on the site plan.
    - *Note: Staff finds the use of RV's on the site fit under the broader campground heading, as does the overflow special event tent camping.*
- Event Center Small. The wedding venue and other hosted special events are categorized under this use Heading that is not listed as permitted under the C-Commercial district, but may be permitted under the PUD application and review as provided for under b (3) as noted above.

Staff Findings Regarding Conformance with PUD review standards.
Sec. 16-3-340. PUD-C Commercial Planned Unit Development District.
(a) Specific Purpose. The purpose of the PUD-C District is to establish areas for planned commercial centers and grouping of consumer-oriented commercial uses that incorporate high-quality architectural design and to allow development of tracts of land large enough to accommodate well-planned and rational connections between structures, people and automobiles through the use of planned parking access, pedestrian walkways, courtyards, malls and landscaped open space.
(b) Allowed Uses. In PUD-C Districts established through initial zoning or through rezoning, the following uses are allowed as appropriate and approved in the PUD Plan:

(1) Principal permitted, conditional or accessory uses allowed in the C District unless such specific uses are explicitly omitted in the PUD Plan;

(2) Multiple-family dwellings as part of a mixed-use development where the residential use is located in the same building as a principal nonresidential use; and

(3) Other uses expressly approved as part of the PUD Plan.

(c) Density. For PUD-C Districts established through initial zoning or rezoning, density shall be established by the allowed density in the C District (please refer to Section 16-3-200 above) unless varied through the PUD review process. The decision-making body may increase density for any of the amenities described in Section 16-4-200 of this Chapter. (Prior code 9-2-4; Ord. 956 §1, 2014)

Sec. 16-4-160. Standards of general applicability.

The standards contained in Sections 16-4-170 through 16-45-240 below shall apply to all PUD Districts unless otherwise expressly provided. (Prior code 9-2-4; Ord. 956 §1, 2014)

Sec. 16-4-170. Allowed uses.

In PUD Overlay Districts, allowed uses shall be consistent with the underlying zoning district unless varied through the PUD review process. In all other PUD Districts, allowed uses shall be consistent with comparable zoning districts unless varied through the PUD review process. (Prior code 9-2-4; Ord. 956 §1, 2014)

Staff Finding: The campground uses and small event center uses are allowed only as provided for as noted above "unless varied through the PUD review process"

Sec. 16-4-180. Minimum lot size.

In PUD Overlay Districts, minimum lot size shall be consistent with the underlying zoning district unless varied through the PUD review process. In all other PUD Districts, minimum size shall be consistent with comparable zoning districts unless varied through the PUD review process. (Prior code 9-2-4; Ord. 956 §1, 2014)

Staff Finding: The subject property is compliant with the C-Commercial district minimum lot size.

Sec. 16-4-190. Common open space.

(a) Minimum Requirements. Except for PUDs or PUD Overlay Districts located in the neighborhoods identified in the Lyons Comprehensive Plan as the Downtown Commercial Area and East Entry Corridor, all PUD Plans shall provide common open space unless varied through the PUD review process.

Staff Finding: The Common Open Space requirement must be varied through the PUD review process.

Staff Finding: The proposed PUD plan offers substantial private open space with related natural landscape character retained and is therefore substantially compliant with the intent of the Open Space standards of the code.

(b) Compliance With Other Open Space Standards. All common open space in the PUD Districts shall comply with the standards stated in this Code (including applicable public park reservation, dedication or in-lieu fee requirements) unless varied through the PUD review process. (Prior code 9-2-4; Ord. 956 §1, 2014)

Staff Finding: The Common Open Space requirement must be varied through the PUD review process.

Staff Finding: The proposed PUD plan offers substantial private open space with related natural landscape character retained and is therefore substantially compliant with the intent of the Open Space standards of the code.

Sec. 16-4-200. Bonus density.

Staff Finding: Not Applicable, no bonus density is proposed.

Sec. 16-4-210. Clustering.
Where appropriate, clustering of dwelling units, commercial uses and industrial uses is strongly encouraged, provided that buffers, common open space and emergency access are adequate. Buffers are required to separate different uses in order to eliminate or minimize potential interference and nuisances on adjacent properties. The size of the buffer shall be determined through the PUD review process, based on its ability to achieve appropriate separation. (Prior code 9-2-4; Ord. 956 §1, 2014)
Staff Finding: The Tiny Home layout demonstrates a clustered layout.

Sec. 16-4-220. Protection of significant scenic views.
To the maximum extent feasible, the PUD District shall be sited to allow identified significant scenic views across and through the development parcel, as viewed from adjacent public rights-of-way, including trails, and from public open space or parks. (Prior code 9-2-4; Ord. 956 §1, 2014)
Staff Finding: Existing scenic views are retained with little or no negative impact.

Sec. 16-4-230. Setbacks.
In PUD Overlay Districts, setbacks shall be consistent with the underlying zoning district unless varied through the PUD review process. In all other PUD Districts, setbacks shall be consistent with comparable zoning districts unless varied through the PUD review process. (Prior code 9-2-4; Ord. 956 §1, 2014)
(d) Development Standards. Development standards in the C District shall be as follows:

(2) Minimum setbacks:
a. Front yard – twenty-five (25) feet.
b. Side yard – ~~zero (0) feet.~~ Ten feet (10ft.) (PUD)
c. Rear yard – twenty-five (25) feet.
~~d. When abutting any A, E, R-1, R-2, R-2A or R-3 District, the yard between the zone district boundary and any building shall not be less than three (3) times the height of the proposed building.~~ This standard is requested to be varied through the PUD process and replaced with a 10 ft. side yard
Staff Finding: Set Backs are substantially compliant with C-Commercial standards or are otherwise varied through the PUD review process as provided for above for temporary food catering tent.
Sec. 16-4-240. Development standards.
(a) Circulation and Pedestrian Linkage. All PUD Plans shall comply with the circulation, access and pedestrian linkage standards stated in this Code, and the decision-making body may modify or vary such provisions in any way, provided that adequate compensating mitigation measures are included in the PUD Plan.
Staff Finding: The internal pedestrian connections are informal and lack definition. However, this is mitigated adequately in view of the very minor amount of conflicting vehicular traffic and absence topographic barriers or other natural or manmade barriers to pedestrian connectivity.
(b) Adequate Public Facilities. All PUD Plans shall comply with the adequate public facilities standards stated in this Code, unless varied through the PUD review process.
Staff Finding: Adequate Water, Sanitary Sewer and Electric service is proposed.
(c) Water Share Requirements. The PUD Plan shall meet the Town's water share requirements for additional water service.
Staff Finding: Not Applicable.
(d) Design Standards. All PUD Plans shall comply with the applicable residential and nonresidential design standards stated in this Code, unless varied through the PUD review process.
Staff Finding: The following non-residential design standards are requested to be waived through this PUD process:

This PUD-C zone district review includes waivers from the Town of Lyons development standards as follows:

1. *Access roads must be designed and installed to support the fire protection apparatus equipment requirements of the International Fire Code and the Lyons Fire Protection District. A study prepared by a licensed Geotechnical Engineer must be submitted presenting the required preparation of sub-grades, pavement type and pavement thickness for any fire department and town access road. All roads must have an all weather surface and be designed for maintaining water runoff quality and air quality. It is the Applicant's intent to maintain the historic rural park-like character of the Site. The Applicant requests a waiver of the Town's requirement for hard paving of roads and parking areas, subject to the Town Engineer's review and approval of the specifications and engineering design for proposed drainage, water quality control and paving on the Site.*

2. *All existing outdoor lighting fixtures that are not cut-off / downcast shielded luminaires shall be immediately replaced with code compliant shielded fixtures, excepting light bulb strings used for minimal decorative, safety and security lighting in event production and camping areas. All new outdoor lighting fixtures shall be cut-off / downcast shielded luminaires.*

(e) Signs. Signs are subject to the sign regulations of this Chapter unless varied through the PUD review process.
Staff Finding: Existing signs conform to the Lyons Sign Code regulations.
(f) Parking. PUD Plans shall be subject to the off-street parking and loading standards of this Code unless varied through the PUD review process.
Staff Finding: (See (d) above regarding pavement) The proposed number of parking spaces is adequate.

Modification. The design of public streets within a PUD District shall comply with all applicable Town standards.
Staff Finding: Not Applicable, no public streets are proposed.

(h) All Other Zoning and Development Standards and Modifications.
Staff Findings: See Compliance with C-Commercial, Commercial and Mixed Use Standards and Guidelines. Development Plan Review (below)

(1) Modification allowed. Unless otherwise expressly limited by this Section, the decision-making body may allow modification of all other applicable zoning district, general development and subdivision standards within a PUD District.
(2) Applicability continues if no waiver. Except where this Article states a specific standard or the decision-making body modifies an otherwise applicable standard, all development in a PUD District shall comply with all applicable standards of this Code.

(i) Development Assurances. The decision-making body may require adequate assurance, in a form and manner that it approves, that the common open space, amenities and public improvements shown in the Final PUD Plan will be provided and fully developed. (Prior code 9-2-4; Ord. 956 §1, 2014)

Compliance with C-Commercial, Commercial and Mixed Use Standards and Guidlelines. Development Plan Review:

Note: Where code standards are not listed in this portion of the report the Staff has found that they are not applicable.

Redevelopment. Redevelopment of nonconforming buildings and sites may not be strictly held to total compliance with all relevant design standards unless the site is being leveled clean. Instead, proportionality should be established between the physical and economic scope of the proposed redevelopment project and the scope of compliance with the relevant standards to be required and enforced. Substantial progress toward compliance shall be required as it relates to the specific re-constructed elements of redevelopment. Where redevelopment calls for reconstruction of existing buildings, portions of existing buildings, existing site improvements or portions of existing site

improvements, then corresponding conformance with the applicable standards shall be required for only the reconstructed elements to the degree possible, given the need to maintain the utility and functional integration of the remaining nonconforming buildings and site improvements. No new nonconformities shall be allowed to be created unless approved through a variance process or through a waiver granted as provided for herein as part of a development plan review or site plan review.

Sec. 16-6-20. Site planning and design.

(a) Environmental Conservation. Intent: New development should be designed to fit within the natural environment in a compatible and integrated manner. To the greatest extent feasible, sites should be designed to preserve floodplains, steep slopes, natural landforms and significant vegetative communities and the wildlife inhabiting those areas. New development and redevelopment should also be designed to fit within the existing fabric of the built environment in a compatible manner wherever the existing built environment is recognized as being worthy of preservation as a valued part of the neighborhood. *Staff finding: Compliance*

(1) Inventory the property's natural characteristics (e.g., important view sheds, soils, topography, hydrology, vegetation) prior to the site design so that the physical features and views become an integral part of the development. New development should: a) respect existing drainage patterns and minimize grading and impervious coverage (buildings, parking lots, roads, etc.); b) work with the Colorado Division of Wildlife and Town-approved ecologists to design projects to minimize potential impacts and conflicts with wildlife; and c) ensure that development minimizes environmental impacts, mitigates impacts to wildlife and wildlife habitat and promotes building practices which benefit the environment and the well-being of current and future residents of the Town. *Staff finding: Compliance*

(2) Standards and guidelines:

a. In the event significant natural resources, including important view sheds, are found to exist on the development site, they shall be adequately protected and integrated into the new development. Resources to be protected include streams, rivers and associated wetland and riparian vegetation, significant stands of healthy mature trees and shrubs, distinctive natural land forms and prominent views to these resources from public spaces. Important view sheds to be protected include views from public streets, parks and gathering spaces to Steamboat Mountain and other prominent ridgelines, views to the St. Vrain River and its primary tributaries and views of landmark historic buildings. Views to be protected may be identified with duly adopted maps and other graphics. (G) *Staff finding: Compliance*

b. In the event significant natural systems and/or resources are expected to be negatively impacted and compromised by development, it shall be the applicant's responsibility to demonstrate adequate mitigation of the negative impacts. Where important view sheds may be impacted by new development, it shall be the applicant's responsibility to submit visual simulations of the potential visual impact of the development on the view shed. (G) *Staff Finding: no significant negative impact.*

c. Identify the natural resources on a site and show how they are integrated into the overall design for the project and the neighborhood. (G) *Staff finding: Compliance*

(b) Riparian Area Protection. (This Section is reserved.) *Staff Finding: no significant negative impact.*

(c) Site Grading, Site Disturbance Limitations. Intent: New development should be designed to fit within the natural environment in a compatible and integrated manner. The design of site improvements should

minimize cut-and-fill in order to preserve each site's natural terrain to the maximum extent possible. *Staff finding: Compliance*

(1) To the greatest extent feasible, sites should be designed to preserve floodplains, steep slopes, natural landforms, significant vegetative communities and riparian areas and the wildlife inhabiting those areas. New development and redevelopment should also be designed to fit within the existing fabric of the built environment in a compatible manner wherever the existing built environment is recognized as being worthy of preservation as a valued part of the neighborhood. *Staff finding: Compliance*

(2) Where significant natural resources and systems are found, site disturbance of these resources and systems shall be minimized to the maximum extent feasible, through careful site planning and creative design, including but not limited to design of buildings, parking lots, drives and other site improvements to fit into the natural terrain with minimal site grading and site disturbance. The burden is on the applicant to demonstrate the suitability of the development site for the type, size, scale and scope of the development proposed, regardless of the use and maximum site coverage allowances provided in the underlying zoning district. *Staff finding: Compliance*

(3) Steep slope protection standards and guidelines:

a. Steep slope defined. A steep slope shall include any land area greater than two hundred fifty (250) square feet with an average slope greater than twenty-five percent (25%). (S) *Staff finding: Compliance*

b. Identification of steep slopes required. Any application for development shall graphically identify all steep slopes on the property. (S) *Staff finding: Compliance*

c. Steep slope mitigation and reduction of impact. Site design shall avoid the location of any development or improvement within an area of a steep slope. Where such location of development or improvement cannot otherwise be reasonably avoided, the following mitigation measures shall be required: (S) *Staff finding: Compliance*

(4) Grading standards and guidelines:

a. In developing sites, limit slopes to 3:1 or less. Slopes in excess of 3:1 may be allowed when engineering or site constraints dictate a steeper slope, provided that adequate vegetative cover is established to prevent erosion. (G) *Staff finding: Compliance*

b. Avoid grade changes within the drip-line of existing trees that are to be maintained. (G) *Staff finding: Compliance*

d. Protect existing site vegetation, to the extent possible, during grading and construction activities. (G) *Staff finding: Compliance*

g. Limits on changing natural grade. The original, natural grade of a lot shall not be raised or lowered more than ten (10) feet at any point for construction of any structure or improvement (S), except for foundation walls incorporated into the principal structure to allow for walk-out basements; or the site's original grade may be raised or lowered a maximum of twelve (12) feet if a retaining wall or terracing is used to reduce the steepness of man-made slopes, provided that the retaining wall or terracing comply with the requirements set forth in this Section. *Staff finding: Compliance*

h. Limits on graded or filled man-made slopes. Except as provided below, graded or filled man-made slopes shall not exceed a slope of fifty percent (50%) (a 2:1 slope) unless a soils engineering or a geotechnical report is furnished stating that the site has been investigated and that, in the opinion of the qualified professional, a cut at a steeper slope will be stable and not create a hazard. (S) *Staff finding: Compliance*

(f) Parking Location and Setbacks. Intent: Setbacks should provide a well-landscaped and pedestrian-friendly character along major streets which promotes a comfortable walkable environment. To attain this objective, all buildings and parking should be set back from perimeter and interior streets a sufficient distance to create a distinct landscape zone between buildings, parking, and adjacent roadways. Varying building setbacks to enhance visual interest along the streetscape is strongly encouraged. *Staff finding: Compliance*

(d) Dimensional Standards. Dimensional standards in the C- District. *Staff Finding: Compliance.*

Sec. 16-6-30. Vehicular circulation, access and parking.

Intent. The on-site vehicular circulation and parking system is a critical factor in the safety and success of a new development. The parking/access/circulation system should provide for the safe, efficient, convenient and functional movement of multiple modes of transportation both on and off the site. Pedestrian/bicycle/vehicle conflicts should be minimized. Alternate modes of transportation, including public transit, golf carts, bicycles and pedestrians, should be given priority in the site design.

Standards and Guidelines:

a. Enhance the intersections of entrance drives with arterial and collector streets by incorporating signs, accent paving, special landscaping and lighting. Materials used in entry features should be consistent with the materials used elsewhere in the development. *(G) Staff comment: the sign and landscaping are consistent with the overall site character*.

b. The maximum width of any single point of two-way site access shall be limited to thirty- five (35) feet. Where access width is proposed to exceed twenty-eight (28) feet, the necessity of greater width must be demonstrated based on expected oversized vehicle turning requirements. The maximum width of any single point of one-way site access shall be limited to fourteen (14) feet. (S) *Staff finding: Compliance*

c. Locate site access points as far as possible from street intersections to provide adequate vehicle stacking room. (G) *Staff finding: Compliance*

d. More than one (1) access to a site may be permitted when it will not be hazardous to the safety and operation of the street or to pedestrians. (G) *Staff finding: Compliance*

e. Maintain a minimum of fifty (50) feet of separation between adjacent curb cuts along private roadways. (S) *Staff finding: Compliance*

f. Maintain a minimum of thirty (30) feet of separation between a public or private road intersection and a parcel curb cut. (S) *Staff finding: Compliance*

i. Entrances should be free from backing movements that would interfere with site ingress. *Staff finding: Compliance*

j. Entrances that lead directly into head-in parking are discouraged. (G) *Staff finding: Compliance*

l. Intersections of streets shall be made at approximately right angles unless topographical or physical features prevent such an alignment. (S) *Staff finding: Compliance*

m. Not more than two (2) streets shall intersect at any one (1) point. (S) *Staff finding: Compliance*

o. Streets and drives shall be leveled, whenever possible, to a grade of fthe percent (4%) or less for a distance of at least forty (40) feet for drives and seventy-five (75) feet for streets when approaching intersections. (S) *Staff comment: The existing entry is steeper than 4% but is serviceable given the use and the fact that this is a site is re-developing.*

p. Access to a state highway shall occur only at intersections approved by the Colorado Department of Transportation in consultation with the Town Engineer. (S) *Staff finding: Compliance*

Standards and Guidelines:

a. Link developments with surrounding areas and uses by extending streets, drives and sidewalks directly into and across the development and across property lines, thereby providing convenient, direct pedestrian, bicycle and vehicular access to adjoining development. (G) *Staff Finding: Non-Compliance*

b. Provide separate vehicular and pedestrian circulation systems with a strong definition of pedestrian linkages between uses. (S) *Staff Finding: Non-Compliance*

c. All streets, drives and alleys shall be constructed and paved in accordance with the applicable Manual of Design Criteria and Standard Specifications for the Construction of Public Improvements of the Town of Lyons (DCS) and other construction standards adopted for the Town. (S)
Staff Finding: Non-Compliance

d. All streets and associated curbs, gutters and sidewalks shall be designed and constructed to allow for the safe and convenient movement of handicapped individuals and shall meet all federal and state requirements and standards for accessibility. (S) *Staff Finding: Non-Compliance*

j. One-way access ways require a minimum twelve-foot-wide driveway, a minimum fifteen-foot radius intersection. (S) Staff finding: Compliance

Sec. 16-6-50. Architectural design. *Staff Finding: Tiny Home RV's are compliant, otherwise Not Applicable to the first phase. Further review of future permanent buildings in future phases will entail a full review of the architectural design of those buildings.*

Sec. 16-6-60. Landscape design. *Staff Finding: Compliance with intent as listed below, except for interior Parking Lot Landscaping.*

(a) Intent. Design new development to complement and enhance the natural beauty of the Town and to preserve its environmental quality. The site plan and landscape plan should be coordinated to achieve the following objectives:

(1) Enhance the aesthetics of new developments;

(2) Create a pedestrian-friendly environment;

(3) Break up the mass of buildings;

(4) Soften architectural materials;

(5) Provide screening of service structures;

(6) Provide tree-lined streets;

(7) Define building and parking lot entrances;

(8) Provide shade in parking lots;

(9) Consider wildlife habitat;

(10) Provide buffers between incompatible uses;

(11) Reduce water use by using native plants and Xeriscape design techniques;

(12) Maximize rainwater retention and infiltration;

(13) Integrate natural features and significant existing trees and native vegetation into new development and maximize their interconnectivity within the site; and

(14) Local food production and community gardens are allowed and count towards green space.

(b) Perimeter Landscaping Adjacent to Public Streets. Intent: Landscape improvements in new development shall create an attractive streetscape with an appropriate mix of street trees, shrubs and hardy ground covers. *Staff Finding: Compliance*

Existing Vegetation. Intent: Special attention should be paid to preserving, within each new development, those natural features and vegetation which are significant. **To the maximum extent feasible, the landscape requirements set forth herein shall be met through the retention of existing healthy trees, shrubs and ground cover.** ***Staff finding: compliance with the landscape standards are met entirely through retention of existing trees, shrubs, and vegetative ground cover.***

(d) Parking Lot Landscaping. Intent: Parking lots are necessary features of building sites that can, if not designed properly, visually detract from the overall development character. Parking lots should be designed to blend with each building site's character, using landscape plantings and coordinated site design elements. Significant shade should be provided within and around the parking lot.

(d) Parking Lot Landscaping. Intent: Parking lots are necessary features of building sites that can, if not designed properly, visually detract from the overall development character. Parking lots should be designed to blend with each building site's character, using landscape plantings and coordinated site design elements. Significant shade should be provided within and around the parking lot.

Staff Finding: West edge of parking is shaded, interior plantings exist but are not fully compliant.

Sec. 16-6-70. Freestanding walls and fences.

(a) Intent. Fences and walls should be decorative and contribute to the visual quality of the project and the overall development. Walls, fences and landscape materials shall be used to screen service areas, loading areas and outdoor storage or sales areas. When not required for security, screening or grade transitions, the size of walls and fences should be minimized. When required, however, fencing should be as inconspicuous as possible, and walls should be low.

(b) Freestanding Walls and Fence Design and Materials. Intent: Fencing and walls shall be constructed of materials that are compatible with the adjacent building architecture and their appearance softened with plantings.

Standards and Guidelines: [1]

(1) Preferred fencing materials:

Traditional fence designs using wood in its natural color and texture. *Staff Finding: Compliant*

Sec. 16-6-80. Exterior site lighting.

(a) Intent. Exterior lighting should be used to provide illumination for the security and safety of entry drives, parking, service and loading areas, pathways, courtyards and plazas, without intruding on adjacent properties. Lighting that spills beyond the intended target of illumination, whether into the night sky or onto adjacent properties, is considered light pollution and is prohibited. Lighting used to accent architectural features, landscaping or art may be directed upward, provided that the fixture shall be located, aimed or shielded to minimize light spill into the night sky. The use of sensor technologies, timers or other means to activate lighting during times when it will be needed is encouraged to conserve energy, provide safety and promote compatibility between different land uses. Lower lighting levels after closing are encouraged.

(2) The light source shall be concealed or otherwise shielded so that the light source is not visible from any street right-of-way or adjacent properties. In order to direct light downward and minimize the amount of light spill into the night sky and onto adjacent properties, all lighting fixtures shall be full cutoff fixtures. *(S) Staff comment: If any existing fixtures do not comply they should be replaced, any new fixtures must be compliant.*

IV. Staff Findings Regarding Comprehensive Plan Relationship:

Economic Sustainability

• Provide enough revenue for Town government to provide the quantity, type and quality of services desired by residents and businesses.
• Promote a business-friendly environment that encourages commercial and job growth according to community members' vision and desires.
• Transition from a residential-development based economy to a commercial-based, localized economy.
• Reduce retail leakage and attract Front Range day-trip tourists to support the local economy.

Economic Development Objective 1.3: Promote business retention and the creation of new businesses in Lyons. Economic Development Strategy 1.3.1: Support efforts to encourage entrepreneurship and to nurture businesses throughout the Lyons Planning Area.

Economic Development Objective 1.4: Enhance the community's appearance.

ECONOMIC DEVELOPMENT GOAL 2: Leverage the Town's history, natural setting, unique retailers and relationship with the music and arts community to attract tourists.

Economic Development Objective 2.1: Increase Lyons' brand awareness and recognition.

Economic Development Objective 2.2: Make Lyons a retail and recreational destination for residents and visitors.

Economic Development Strategy 2.2.1: Focus on encouraging the development of lodging facilities.

Economic Development Strategy 2.2.4: Form a St. Vrain River Task Force to devise a master plan for the river corridor. The plan should balance how to:

• Make the river more visible and connected to key local and regional destinations and leverage development opportunities along the river;
• Improve recreational opportunities;
• Maintain the health of the riparian corridor and enhance wildlife habitat; and
• Achieve sustainability goals.

ENVIRONMENT GOAL: Protect and promote Lyons' unique natural environment and resources and lead the community towards environmental sustainability.

Staff Finding: the proposed development and use of River Bend will significantly advance the Economic Sustainability goals and objectives listed above.

Trails. *(see memo from Parks Director Dave Cosgrove attached in VII. Referral Documents)*

V. SUMMARY AND BACKGROUND OF SUBJECT MATTER

Background Information and PUD Intent:

1. For over 30 years the 501 W. Main property has been identified as "River Bend Mobile Home Park" and provided housing for as many as 33 residents of mobile homes and manufactured housing. Lyons Properties LLC acquired "River Bend" in 2006 and managed the mobile home park until it was destroyed in the September 2013 flooding of the North St. Vrain River. The original residential dwelling on 501 W. Main survived the flooding with no substantial damage. Other accessory structures and improvements (well house, pump house, etc.) remain useable following the post-flood cleanup of the property and partial restoration of the grounds. In 2014 the Town of Lyons issued a temporary special use permit to allow for use of these properties as a venue for

hosted events including weddings, community gatherings, fund raising efforts, etc. This special use permit has been extended and currently expires in September of 2016.

2. Effective January 12, 2016, The Town of Lyons and Lyons Properties LLC entered into a Memorandum of Agreement (MOA) which addresses: construction of municipal water and sanitary sewer service improvements through to and through the Subject Property including corresponding easements; construction of improvements in the North St. Vrain channel along including corresponding easements; coordination and correction of property boundaries shared by the Parties; and, clarification of Town of Lyons water and sewer taps related to properties owned by Lyons Properties LLC.

Proposed Use and Development

1. Current and Near Term (0-5 years)

Please refer to accompanying Drawing Sheet A02 – Site Plan for identification and location of existing and proposed new improvements on the subject property.

(a) Event hosting on the Subject Property is supervised and produced by Lyons Farmette LLC, an experienced and active local business, which, along with their approved subcontractors, practice and promote "green" business operations for all hosted events. The existing and proposed onsite event hosting facilities are as follows:

i. The seasonally erected Canopy Tent provides shelter from sun and rain for hosted event ceremonial seating and catered dining;

ii. The Glamping Tent provides a private dressing and lounge area for bridal parties;

iii. The Mobile Toilet Trailer currently provides sanitation facilities in support of all hosted events.

iv. The Stone Patio provides a hard surfaced gathering area for entertainment and dancing associated with hosted events.

v. The Fire Pit area is turf surfaced and available for casual recreation and gathering;

vi. The proposed Pavilion is a covered and enclosed 4,000 sf structure for use in inclement weather and as an indoor venue for amplified music performance. The necessity of this facility will be determined during the 2016 and 2017 seasons based on success of booking weddings and other events subject to limitations on amplified outdoor music. The exact location and exterior character of the structure will be reviewed and approved by PCDC prior to building permit submittal.

vii. The following list of hosted events is representative of recent activity in 2014 and 2015 and anticipated activity in 2016 and beyond:

(1) Approximately 60 weddings with an average attendance of 150 guests and 80 vehicles are scheduled from mid May through mid October on Thursday (infrequently), Friday, Saturday and Sunday;

(2) Charitable fundraising events including: the Lyons Community Foundation Dinner and Fundraiser, Art Show benefiting the Lyons Arts and Humanities Commsission (LAHC) and the Boulder County Arts Alliance (BCAA), “CAN’ Aid” event sponsored by Oskar Blues; Colorado Haiti Project; and, Earthquake Recovery Benefit for Sengma, Nepal;

(3) The Boulder Community Foundation “Founders” appreciation and cocktail party event;

(4) “Luna Fest” women’s bike ride and dinner; and,

(5) Several mid-week corporate retreats for local and regional businesses.

(b) Wee Casa LLC is a Lyons based business which offers "Tiny Homes" available for short term lodging at River Bend. The Tiny Homes are registered with the State of Colorado as recreational vehicles (RVs) and arranged as a campground village. In 2015, Wee Casa put 11 Tiny Homes into service on the Site (10 as lodging units and 1 as an office unit). Wee Casa is currently working to extend the “Lyons Days” of wedding participants and attendees of other Lyons based events scheduled in 2016 with the addition of 10 lodging units. Wee Casa also plans to support local manufacture and sale of Tiny Homes and provide a showcase for Tiny House lifestyles, cutting edge building design and construction techniques. As an active participant in the Tiny Home Movement, Wee Casa will encourage and attract enthusiasts of Tiny Homes to experience all that the Lyons community has to offer.

(c) During Rockygrass and Folks Festival the River Bend grounds are supervised and managed by Planet Bluegrass to provide tent camping (up to 700 people) and temporary car parking (up to 300 vehicles) as an adjunct to offsite camping and parking provided elsewhere in the Town. This was undertaken for the first time in 2014 and welcomed since with rave reviews from participants who appreciated the convenient proximity of River Bend to both the Planet Bluegrass festival grounds and Downtown Lyons. Patrons also appreciated the convenient (and safe) crossing of Highway 36 afforded by the existing supervised pedestrian walkway near the River Bend entrance. Additional temporary toilet facilities are provided by Planet Bluegrass at River Bend during the festivals. Shower facilities for River Bend campers remain available on the Planet Bluegrass festival grounds.

(d) The existing Residence on 501 W. Main will remain in use as a single family residence.

(e) The Utility Building houses the primary irrigation system pump and controls along with providing storage for facility maintenance tools and materials.

2. Longer Term (5-15 years)

The Applicant intends on developing a boutique hotel on the subject property which would include: approximately 50 guest lodging rooms, associated residential condominiums, membership based recreation and fitness facilities, restaurant, and ancillary guest convenience retail shopping. We’ve begun positive

discussion with consultants experienced in development and management of hospitality projects of this nature. The ultimate scope and timing of this development would be dependent on the success of our initial offering of Tiny Home lodging on the property and the future economic climate. Any development of this scale would occur in coordination and compliance with the community development process and standards of the Town of Lyons.

PROJECT PHASING

Construction of Phase 1 of the Project will commence immediately upon approval of this PUD with Zoning Amendment. We anticipate completion of Phase 1 improvements by mid May 2016, however if the final approval of the PUD occurs after May 1, 2016, completion of Phase 1 improvements may be delayed until November 30, 2016. We anticipate completion of Phase 2 improvements by mid May 2017, however, completion of this phase is subject to availability of water and sewer service from the Town of Lyons (see UTILITIES below). Phase 3 (Pavilion or Restroom Structure) timing would be based on necessity but would occur no sooner than mid May 2018. Please refer to Sheet A02 of this submittal for an outline of proposed improvements by Phase.

Staff note: A similar land use proposal for Riverbend requesting a CEC-Commercial East Corridor zoning amendment was submitted for review in 2015. That proposal was denied by the BOT with concerns expressed by the Trustees that the full range of uses available in the CEC district was potentially not compatible with the River Bend neighborhood setting. This 2016 proposal involves fewer parcels and proposes a more limited range of potential future uses under the PUD process. This 2016 proposal is not a continuation of the 2015 land use request. This is a new review on a new land use request that will rest solely on a new record created in 2016.

Existing Conditions:

Existing Zoning:	R2
Existing Use:	Wedding and Special events, campground, single family residential, (under temporary use approval).
Total Land Area:	5.6 Acres (approx.)
Total Parcels:	One

Adjacent Land-Use/Zoning:

	ZONING	LAND USE
NORTH	C-Commercial	Automotive / Commercial w/ accessory residential
SOUTH	POS-Parks/Open Space	Public Park
EAST	CE Commercial Entertainment A-1 Agricultural	Planet Blue Grass And Single Family Residential
WEST	A-1 Agricultural R-2	R2 Residential and Large lot Single Family Residential

Proposed Zoning: C – Commercial PUD

PROJECT STATISTICS

	Photo	Status	Proposed Use	Flr Area	Parking				Ftprint	Ht	Setback [1]	BR	D.U.	Seats
501 West Main				sf	Req	Std	HC	Van	sf	ft	ft			
Primary Dwelling	A	Existing	Single Family Res	1,140	2	3			1,423	20	103	2	1	
Pump House		Existing	Storage	10	0				10	5	49			
Service Bldg	B	Existing	Storage	562	0				562	9	46			
Canopy Tent	C	Proposed	Event Production	2,056	[4] 30	59	2	1	2,056	24	140			[3] 180
Glamping Tent	D	Proposed	Event Production	160	0				160	12	180			
Catering Tent	E	Proposed	Event Production	320	[5] 5	8			320	18	5			
Restroom Trailer	F	Proposed	Event Production	167	0				167	10	25			
Pavilion (Future)		Proposed	Event Production	4,000	[3]				4,000	32	60			[3]
Tiny Homes (21)	G/H	Proposed	Accomodations	4,200	21	20	1		2,400	13	25	21	21	
Tiny Homes Office		Proposed	Office	200	1	1			200	13	15			
Property TOTAL				***12,815***	***59***	***90***	***3***	***1***	***11,298***			***23***	***22***	***180***
		Net developable land area per potential guest room: 245,926/23 = 10,694 sf												
Note:	[1] Setbacks are measured from point of structure nearest to an external property line.													
	[2] Owner requests allowing residential use to continue in these structures until converted to lodging													
	[3] Canopy Tent and Pavilion would not be occupied simultaneously													
	[4] Required parking based on Institutional, Church, Club use: 1 space per 6 seats													
	[5] Required parking based on 1 space per staff member													

SITE COVERAGE DATA

	Footprint	Paving		Landscape		River	Lot Subtotal
		Impervious	Permeable	Turf	Native		
501 West Main	11,298	3,949	49,479	143,789	32,760	15,651	245,926
SUBTOTAL	***11,298***	***3,949***	***49,479***	***143,789***	***32,760***	***15,651***	***245,926***
Coverage Ratios	*4.59%*	*1.61%*	*20.12%*	*58.47%*	*13.32%*	*6.36%*	*100.00%*
SITE TOTAL							***5.646 Ac***

	Photo	Status	Proposed Use	Flr Area	Parking		Ftprint	Ht	Setback [1]	BR	D.U.	Seats
501 West Main				sf	Std	HC	sf	ft	ft			
Primary Dwelling	A	Existing	Acc Dwelling [2]	1,140	3		1,423	20	103	2	1	
Pump House		Existing	Storage	10			10	5	49			
Service Bldg	B	Existing	Storage	562			562	9	46			
Pavilion Tent	C	Proposed	Event Production	2,056	59	2	2,056	24	140			150
Glamping Tent	D	Proposed	Event Production	160			160	12	183			
Catering Tent	E	Proposed	Event Production	320	7		320	18	165			
Restroom Trailer	F	Proposed	Event Production	167			167	10	211			
Tiny Homes (20)	G/H	Proposed	Accomodations	4,000	19	1	2,400	13	25	20	20	
Tiny Homes Office		Proposed	Office	200			200	13	15			
LOT SUBTOTAL				***8,615***	***88***	***3***	***7,298***			***22***	***21***	***150***
		Net developable land area per potential guest room: 208,271/22 = 9,466 sf										

The proposed PUD-C district would incorporate the following dimensional standards:

1. Minimum setbacks:
   a. Front yard - twenty-five (25) feet
   b. Side yard - ten (10) feet
   c. Rear yard – twenty-five (25) feet

Note: The setbacks as noted above would govern over the standard provisions of the C-commercial district including 3 x building height against residential zones.

PROJECT PHASING

Construction of the Project will commence immediately upon approval of this Zoning Amendment and Special Use Review. The owners anticipate completion of Phase 1 improvements by the end of 2015. The owners

anticipate completion of Phase 2 improvements by mid-May of 2016, however, completion of this phase is subject to availability of new water and sewer service from the Town of Lyons. Please refer to Sheet A02 of this submittal for an outline of proposed improvements by Phase.

UTILITIES

501 W. Main is currently served by municipal sewer service with private lift stations that eject via 4" lines to the pressurized main running parallel to the west side of Highway 36. As part of the proposed improvements, and in cooperation with the Town's redevelopment of Meadow Park, the owners plan to connect to a new gravity flow main extending through Meadow Park and crossing the North St.
Vrain onto the property. In addition to allowing abandonment of the lift stations, further extension of this main could potentially serve neighboring properties that front Highway 36. The 2013 flood wiped out water infrastructure on the property and the owners currently rely on treated well water for irrigation and potable water. The owner's recently supplemented these with a private "delivered" water system with onsite tanks and pressurization that's adequate but not ideal. The applicants are aware and supportive of the Town's interest in looping a new water main or transmission line through the property and, the owners will install a new tap for potable water service to the entire property. Irrigation will remain well fed. Natural gas currently serves the Property and no expansion is required. Onsite electrical service can adequately serve the Phase 1 addition of 10 Tiny Homes. Phase 2 may require increasing the size of one of the existing adjacent transformers on the site.

VI. Summary of Requested Waivers under the PUD review

1. Paving of internal vehicular drives and pedestrian walkways. The Applicant requests a waiver of the Town's requirement for hard paving of roads and parking areas, subject to the Town Engineer's review and approval of the specifications and engineering design for proposed drainage, water quality control and alternative surfacing on the Site.
2. Parking lot pavement and interior landscaping.
3. Provide Street frontage side walk.
4. Defined separation of internal pedestrian and vehicular circulation.
5. Downcast lighting. The applicant requests an exception for light bulb strings used for minimal decorative, safety and security lighting in event production and camping areas.
6. 4% slope approach on main entry road is required. (Existing approach to be retained is 7.7%)
7. When abutting any A, E, R-1, R-2, R-2A or R-3 District, the yard between the zone district boundary and any building shall not be less than three (3) times the height of the proposed building. This standard is requested to be varied through the PUD process and replaced with a 10 ft. side yard.

VII. Referral Documents; see following attachments to this report:

- 1 - Checklist Riverbend Drainage Study 1st Review-April 6 2016
- 1 - Drainge Report Comments River Bend Prelim Submittal April 6 2016
- 1 - River Bend PUD - Drainage Report - 033116-Town Comments April 6, 2016 Final 1
- 1 - River Bend PUD - Drainage Report - 033116-Town Comments April 6, 2016 Final 2
- 1 - River Bend PUD - Drainage Report - 033116-Town Comments April 6, 2016 Final 3
- River Bend PUD - Drawings - 040116 Engineering Comments April 6 2016
- River Bend PUD - Drawings - 040116 Engineering Comments V2 April 7 2016

VIII. Neighbor Comments (see attached)

TOWN OF LYONS, COLORADO
ORDINANCE NO. 999

AN ORDINANCE CONDITIONALLY REZONING PROPERTY WITHIN THE TOWN OF LYONS, COMMONLY KNOWN AS 501 WEST MAIN STREET, FROM THE R-2 MEDIUM DENSITY ZONE DISTRICT TO THE PUD-C COMMERCIAL PLANNED UNIT DEVELOPMENT DISTRICT AND CONDITIONALLY APPROVING THE FINAL PUD PLAN

WHEREAS, pursuant to C.R.S. § 31-23-301, the Town of Lyons possesses the authority to zone, rezone, change, supplement, and revise the zoning classifications or designation of property and to regulate land uses within the Town of Lyons; and

WHEREAS, JM Associates, Inc. ("Applicant") on behalf of Lyons Properties, LLC, a Colorado limited liability company ("Owner") has applied for the rezoning of certain property from the R-2 Medium Density Zone District to PUD-C Commercial Planned Unit Development District; and

WHEREAS, the property is generally described as 501 West Main, in the Town of Lyons (the "Subject Property"); and

WHEREAS, the Subject Property consists of 5.646 acres, more or less, and is described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Applicant has also submitted a Final PUD Plan for the Subject Property for approval; and

WHEREAS, in accordance with Section 16-4-80(a) of the Lyons Municipal Code, the Final PUD Plan has been reviewed by the PCDC at a public hearing and has been approved, subject to the conditions set forth in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, as required by law, duly noticed public hearings were held before the Town of Lyons Planning and Community Development Commission, which heard testimony and considered other evidence before making certain findings of fact, concluding that the rezoning application and the Final PUD Plan met and satisfied all of the applicable criteria set forth in Lyons Municipal Code, and recommending that the Board of Trustees approve both the rezoning application and the Final PUD Plan; and

WHEREAS, also as required by law, the Board of Trustees conducted a duly noticed public hearing, considered the evidence presented, adopted the Planning and Community Development Commission's findings of fact and approved both the application for rezoning to the PUD-C zone district and the Final PUD Plan, subject to certain conditions recommended by staff and adopted by the Board.

WHEREAS, the administrative record for this case includes, but is not limited to, the Lyons Municipal Code, the Lyons Comprehensive Plan, the Lyons Disaster Recovery Program and all other applicable ordinances, resolutions and regulations together with all Town of Lyons land use application processing policies that relate to the subject matter of the public hearing, the land use application and accompanying maps, reports, studies and all other submittals of the applicant, any evidence or correspondence submitted by members of the public at the public hearing, and the staff files and reports of the Town Planner pertaining to the application; and

WHEREAS, pursuant to Article 23 of Title 31, C.R.S., as amended, the Board of Trustees has determined that the proposed zoning of the Subject Property, subject to any conditions set forth herein, furthers the public health, safety, convenience and general welfare of the community; generally conforms with the Town's Comprehensive Plan, as amended and updated; is compatible with surrounding uses; and otherwise meets the applicable criteria set forth in Chapter 16 of the Lyons Municipal Code; and

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the Board of Trustees desires to comply with state law and the Lyons Municipal Code by setting a public hearing in order to provide the Owner and the public an opportunity to present testimony and evidence regarding the re-zoning application and Final PUD Plan. Approval of this Ordinance on first reading does not constitute a representation that the Board of Trustees, or any member of the Town Board, supports, approves, rejects, or denies the proposed zoning or Final PUD Plan.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, BOULDER COUNTY, COLORADO:

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. Rezoning of Property Conditionally Approved. The Subject Property is hereby conditionally rezoned from the R-2 Medium Density Zone District to the **PUD-C Commercial Planned Unit Development District**, the Board specifically finding that the rezoning is supported by the Town of Lyons Comprehensive Plan. Following the effective date of this Ordinance and compliance with the conditions set forth below, the Subject Property shall be zoned PUD-C. Approval of the PUD-C zoning shall be and is subject to the following conditions of approval:

(1) The Owner shall approve an amendment to the Memorandum of Agreement dated January 12, 2016 ("MOA"), in a form acceptable to the Board of Trustees and the Town Attorney, which amendment shall modify the MOA to clarify the process by which the Owner and the Town shall permanently establish the boundary line between the Subject Property and Meadow Park;

(2) The boundary line agreement or District Court action contemplated in Section V of the MOA, as amended, is completed to the satisfaction of the Town and a fully executed and notarized copy of the boundary line agreement or certified copy of the District Court order is recorded in the real property records of Boulder County, Colorado; and

(3) The legal description of the Subject Property set forth on Sheet 1 of the Final PUD Plan be revised to reflect the revised boundaries of the Subject Property established by the recordation of the boundary line agreement or District Court order contemplated in the MOA, and that the modification to the legal description on Sheet 1 of the Final PUD Plan be completed prior to recordation of the Final PUD Plan mylar.

The conditions set forth in this Section 2 shall be fully satisfied by the Applicant and Owner on or prior to August 30, 2016. If the conditions are not satisfied, the rezoning of the Subject Property shall not be effective.

Section 3. Amendment of Zoning Map. Following the satisfaction of the conditions set forth in Section 2 of this Ordinance above, the Town Administrator, Town Planner, and other appropriate staff are authorized and instructed to revise the official zoning map for the Town of Lyons in accordance with Section 16-15-60 of the Municipal Code so that the zoning designation described in this Ordinance is illustrated in graphic form. Failure to amend the official zoning map in accordance with this Ordinance shall not, however, have the effect of limiting, preventing or precluding the effect or effective date of this Ordinance.

Section 4. Final PUD Plan Conditionally Approved. The Final PUD Plan for the Subject Property is hereby conditionally approved, based on a determination that all applicable standards for approval of the Final PUD Plan have been met. Approval of the Final PUD Plan shall be and is subject to the following conditions of approval:

(1) The conditions set forth in Exhibit B, as recommended to the Board of Trustees by the PCDC;

(2) The Applicant and Owner shall resolve and correct any technical issues as directed by Town staff prior to recordation of the Final PUD Plan mylar;

(3) The legal description of the Subject Property set forth on Sheet 1 of the Final PUD Plan be revised to reflect the revised boundaries of the Subject Property established by the recordation of the boundary line agreement or District Court order contemplated in the MOA, and that the modification to the legal description on Sheet 1 of the Final PUD Plan be completed prior to recordation of the Final PUD Plan mylar.

(4) The Applicant and Owner shall pay any and all remaining fees and costs incurred by the Town and its consultants in review and processing of the rezoning and Final PUD Plan application in full prior to recordation of the Final PUD Plan mylar.

Section 5. The Town shall be authorized to make any changes to the mylar form of the approved Final PUD Plan as may be needed to conform the Final PUD Plan to the form and content requirements of the Lyons Municipal Code in effect at the time the Final PUD Plan is submitted for signature(s) and to make such other changes that are expressly authorized or required pursuant to this Ordinance.

INTRODUCED AND PASSED ON FIRST READING THIS ___ DAY OF APRIL, 2016.

INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED THIS ___ DAY OF MAY, 2016.

TOWN OF LYONS, COLORADO

_____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, Town Clerk

Exhibit A
Legal Description of Subject Property

A TRACT OF LAND IN THE SW ¼ OF SECTION 18, T3N, R70W OF THE 6TH P.M., TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO. BEARINGS ARE BASED ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18 AND ASSUMED AS BEARING N00°00'45"E, WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C. 1/4 OF SAID SECTION 18;
THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, S00°00'45"W, 431.90 FEET TO A POINT ON THE SOUTH LINE OF THE R.O.W. OF STATE HIGHWAY NO. 66 (AKA HIGHWAY 36);
THENCE LEAVING SAID NORTH-SOUTH CENTERLINE AND ALONG SAID SOUTH R.O.W., N38°33'00"W, 28.98 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE CENTERLINE OF NORTH ST. VRAIN RIVER;
THENCE ALONG THE CENTERLINE OF SAID NORTH ST. VRAIN RIVER, THE FOLLOWING 7; CALLS:
S24°20'51"W, 172.60 FEET;
S44°05'12"W, 129.92 FEET;
S53°41'34"W, 77.56 FEET;
S71°42'55"W, 86.06 FEET;
N89°39'29"W, 187.06 FEET,
N68°22'42"W, 125.54 FEET;
N53°39'31"W, 122.97 FEET;
THENCE LEAVING SAID CENTERLINE, N71°07'35"E, 207.70 FEET;
THENCE N14°15'45"W, 132.83 FEET;
THENCE S71°07'35"W, 22.00 FEET;
THENCE S14°15'45"E, 21.50 FEET;
THENCE S71°07'35"W, 241.31 FEET;
THENCE N35°00'46"E, 189.59 FEET;
THENCE S86°58'00"E, 66.92 FEET;
THENCE N35°09'00"E, 174.68 FEET;
THENCE S83°32'00"E, 195.62 FEET;
THENCE N69°08'00"E, 162.09 FEET TO A POINT ON SAID SOUTH R.O.W. OF STATE HIGHWAY NO. 66 (AKA: HIGHWAY 36);
THENCE ALONG SAID SOUTH R.O.W., S38°33'00"E, 253.91 FEET TO THE POINT OF BEGINNING, SAID PORTION OF LAND CONTAINING 5.646 ACRES, MORE OR LESS.

Identified as "Parcel A" on survey of 501 & 503 W. Main Street as completed by England Surveying on July 30, 2008 (Job No. 535.01).

Also known as 501 W. Main, Town of Lyons, Colorado.

Exhibit B

Final PUD Plan – Conditions of Approval (as recommended by Staff and PCDC)

All conditions proposed and presented by the Applicant and Owner with this land use request as submitted, both written and graphic, are hereby incorporated into this list of conditions by reference. Some of these conditions are repeated below for emphasis and ease of administration of this land use approval moving forward. Some are amplified, clarified and/or modified below for the final record. Omission from this listing below of conditions that the Applicant or Owner has proposed elsewhere in the submittal does not negate the binding nature of the PUD submittal taken as a whole with all elements duly noted and accepted with this approval.

1. Event center, small use, shall be subject to the following conditions:
   a. Outdoor music performed by live entertainment at events shall not include amplified instruments. Horns or percussion are not allowed. Woodwinds (e.g clarinets, flutes, etc. are allowed. One vocalist may use a microphone with amplification.
   b. Outdoor Disc Jockey (DJ) style performance of amplified recorded music is not allowed.
   c. Outdoor weddings:
      i. During wedding ceremonies: the officiant and other members of wedding parties may use a microphone with amplification for readings, vows. Low level amplified recorded music or unamplified acoustic instruments only are allowed during the ceremony with one vocalist using a microphone with amplification. Wedding ceremonies are to be concluded no later than 5:30 pm.
      ii. During cocktail hour and dinner: unamplified acoustic only instrumental music is allowed. The officiant and other members of wedding parties may use a microphone with amplification for toasts and announcements.
      iii. After dinner music: unamplified acoustic only instruments are allowed with one vocalist using a microphone with amplification.
   d. All music shall end by 10:00 pm.
   e. Outdoor low level amplified recorded music, vocals, and public address system announcements, or any other noise generated at any wedding or other special event conducted on the property shall be carefully limited to the minimum functional sound level. All uses conducted at River Bend shall also comply with the noise restrictions set forth in Sec. 10-11-10 Unreasonable Noise of the Lyons Municipal Code as it may be amended from time to time. The Applicant or any person or entity holding a function on the subject property shall immediately reduce or eliminate any amplified or other sounds when instructed to do so by a member of the Boulder County Sheriff's Office, other law enforcement or emergency services personnel or member of Town Staff.

2. Limitations on Use. This PUD approval is restricted to the specific uses proposed as set forth on Sheet A00 in items 1 through 14. This PUD approval would require a PUD amendment approved by both the PCDC and BOT to add a use not specifically identified and approved with this review.

3. Item 3 on Cover Sheet A00 from the PUD waivers shall be deleted and replaced with the following note:

> "Waivers or Variances to any utility construction standards that may be requested by the applicant are not be subject to PCDC review or approval. All such waivers or variances shall be subject to review and consideration as provided for in Town of Lyons Municipal Code Sec. 13-1-110. - Design and construction standards for all Utility System improvements. Applicant must provide sufficient information to support such request including, but not limited to, plans, details, and other considerations. Variances shall not create a hardship for the Town or result in greater cost for the Town to maintain, improve or expand facilities. In any case, variances will not be granted that violate basic standards and rules and regulations for public safety, health and welfare."

4. The Applicant shall address all minor comments on PUD plans regarding existing agreements made with the Town and inaccuracies in the verbiage (see Town Engineer, Jim Blankenship's comments attached herewith).

5. Drainage and Storm Water Management. The applicant has met the requirement to submit a preliminary drainage study. The study has been determined by staff to meet the requirements for this phase of project. Staff finds that the Preliminary Drainage Report prepared by Cornerstone Engineering dated March 25, 2016 is adequate for PCDC action on the Final PUD. Final Approval of the PUD by the BOT shall be conditioned upon the refinement of this preliminary report to the Town Engineer's satisfaction as more specifically set forth in Town Engineer Jim Blankenship's comments attached herewith.

6. All public improvements and site design including utilities and drainage shall be subject to a separate plan review including review of the final layout and construction details by the Town Engineer, prior to issuance of a construction permit pursuant to the Final PUD approval.

7. Access Roads and Parking. Access roads must be designed and installed to support the fire protection apparatus equipment requirements of the International Fire Code and the Lyons Fire Protection District. A study prepared by a licensed Geotechnical Engineer shall be provided that identifies the required preparation of sub-

grades and pavement thickness for any fire department and town access on the internal road system. All roads must have an all-weather surface. Main roads should be paved to support traffic loadings and also to reduce excessive dust from gravel roads. The applicant shall propose a program for ongoing road and parking dust mitigation prior to BOT review and approval of this Final PUD.

REQUEST & RATIONALE

04/01/16

River Bend PUD with Zoning Amendment
501 W. Main, Lyons CO

Lyons Properties LLC, Applicant, owns the Subject Property which consists of 501 W. Main (245,927 SF / approx 5.646 net Acres), currently zoned R-2.

REQUEST

The Applicant requests that, related to the Subject Property, the Town of Lyons Planning and Community Development Commission and Board of Trustees accept this Application for PUD with Zoning Amendment for review and approval of the following:

A. Amendment of the existing R-2 zoning on the Subject Property to PUD-C.

B. The PUD-C zone district would include the following permitted principal and accessory uses:
   1. Accessory building or use.
   2. Single family residence in existing residential structure on the Property.
   3. Automobile sales use, subject to the following conditions:
      a. Sales shall be strictly limited to the twenty two (22) proposed RV's located on the Site
      b. Sales shall be incidental and accessory to the other principal uses approved herewith.
   4. Bed and breakfast.
   5. Campground use, subject to the following conditions:
      a. Any recreational vehicle used for short term lodging or office use on the Site shall:
         i. Be fully licensed and ready for highway use. "Ready for highway use" means that it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions.
         ii. Occupancy for any individual term of lodging shall not exceed thirty (30) days.
      b. Tent camping use shall be restricted to Special Events for a total of three (3) weekend tent camping events per year, each operating on the following schedule: Thu – camper arrival and setup; Fri through Sun – festivating; and, Mon – breakdown, cleanup and camper departure.
   6. Event center, small use, subject to the following conditions:
      a. Outdoor music performed by live entertainment at events shall not include amplified instruments. Horns or percussion are not allowed. Woodwinds (e.g clarinets, flutes, etc. are allowed. One vocalist may use a microphone with amplification.
      b. Outdoor Disc Jockey (DJ) style performance of amplified recorded music is not allowed.
      c. Outdoor weddings:
         i. During wedding ceremonies: the officiant and other members of wedding parties may use a microphone with amplification for readings, vows. Low level amplified recorded music or unamplified acoustic instruments only are allowed during the ceremony with one vocalist using a microphone with amplification. Wedding ceremonies are to be concluded no later than 5:30 pm.
         ii. During cocktail hour and dinner: unamplified acoustic only instrumental music is allowed. The officiant and other members of wedding parties may use a microphone with amplification for toasts and announcements.
         iii. After dinner music: unamplified acoustic only instruments are allowed with one vocalist using a microphone with amplification.

d. All music shall end by 10:00 pm.

e. Outdoor low level amplified recorded music, vocals, and public address system announcements, or any other noise generated at any wedding or other special event conducted on the property shall be carefully limited to the minimum functional sound level. All uses conducted at River Bend shall also comply with the noise restrictions set forth in Sec. 10-11-10 Unreasonable Noise of the Lyons Municipal Code as it may be amended from time to time. The Applicant or any person or entity holding a function on the subject property shall immediately reduce or eliminate any amplified or other sounds when instructed to do so by a member of the Boulder County Sheriff's Office, other law enforcement or emergency services personnel or member of Town Staff.

7. Gallery.
8. Hotel or motel.
9. Parking garage or lot.
10. Personal and business service shop.
11. Professional office.
12. Recreational facility.
13. Restaurant, bar or other eating and drinking place.
14. Retail establishment.

C. The proposed PUD-C district would incorporate the following dimensional standards:

1. Minimum setbacks:
   a. Front yard - twenty-five (25) feet
   b. Side yard - ten (10) feet
   c. Rear yard – twenty-five (25) feet
2. Maximum building height: forty (40) feet

D. The PUD-C zone district would include waivers from Town of Lyons development standards as follows:

1. Access roads must be designed and installed to support traffic loads and the fire protection apparatus equipment requirements of the International Fire Code and the Lyons Fire Protection District. A study prepared by a licensed Geotechnical Engineer must be submitted presenting the required preparation of sub-grades, pavement type and pavement thickness for any fire department and town access road. All roads must have an all weather surface and avoid excessive dust. It is the Applicant's intent to maintain the historic rural park-like character of the Site and to follow the Town's example in their redevelopment of Meadow Park. Water quality runoff from roadways shall be accomplished with standard methods and techniques that can be implemented into the Site design. The Applicant requests a waiver of the Town's requirement for hard paving of roads and parking areas, subject to the Town Engineer's review and approval of the specifications and engineering design for proposed drainage, water quality control and paving on the Site.

2. All existing outdoor lighting fixtures that are not cut-off / downcast shielded luminaires shall be immediately replaced with code compliant shielded fixtures, excepting light bulb strings used for minimal decorative, safety and security lighting in event production and camping areas. All of new outdoor lighting fixtures shall be cut-off / downcast shielded luminaires and shall require submission and approval of a photometric lighting plan that depicts the distribution of lighting and fixture types and locations and show any impacts on adjacent properties.

3. The Lyons Municipal Code requires separate sewer service lines for the different uses on the property: Single Family Residence; Tiny Homes; and, Event Production. In order to accommodate this requirement, the Applicant requests a waiver allowing construction of a private 8" sewer main to which these three separate services would connect. The proposed private sewer main would connect to the 8" public sewer main at its terminal manhole. The private sewer main would be constructed to the Town of Lyons standards but would be the responsibility of the property owner.

RATIONALE

The subject property, improvements and existing use were substantially impacted by the September 2013 flood event. The demonstrated actual event, coupled with the likelihood of future changes in flood plain extent, make the existing medium density residential (R2) zoning unsuitable. A change to a more diversified and flexible zone district designation is both warranted and timely in order to meet the Town's long term public safety and economic development goals. We believe these conditions comply with the intent of the following paragraphs of the Official Zoning Map amendment approval criteria (Sec 16-15-40):

> *(2) To rezone an area or extend the boundary of an existing district because of changed or changing conditions in a particular area or in the Town generally.*
>
> *(3) The area requested for rezoning has changed or is changing to such a degree that it is in the public interest to encourage development or redevelopment of the area, and the rezoning will be consistent with the goals and policies of the Comprehensive Plan.*

PRELIMINARY
DRAINAGE REPORT

FOR

RIVER BEND PUD
501 WEST MAIN STREET
Lyons, Colorado

PREPARED BY:

CORNERSTONE
ENGINEERING & SURVEYING, INC.

1692 Big Thompson, Suite 200
Estes Park, CO 80517
970-586-2458

March 25, 2016

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TECHNICAL APPENDICES

Appendix A - Hydrologic Analysis

Appendix B – Water Quality Control Volume

Appendix C – Soils information

I hereby certify that this Preliminary Drainage Report for the Drainage Design of the River Bend PUD, 501 West Main Street, Lyons, Colorado was prepared by me or under my direct supervision for the owners thereof and meet or exceed the criteria in the Town of Lyons Construction Design Manual for Stormwater Design Standards.

COLORADO REGISTERED PROFESSIONAL ENGINEER MICHAEL S. TODD 31759

3/25/16

Michael Todd, P.E.

State of Colorado No.31759

1.0 SCOPE

This report is a drainage analysis of stormwater runoff for River Bend PUD, 501 West Main Street in Lyons Colorado. Included herein is a drainage analysis providing the following details:

1. Identification of project site drainage patterns in the basin for the undeveloped and developed conditions.
2. Peak runoff rates for the historic 2 year and 100 year frequency storms.
3. Determination of Best Management Practice for stormwater quality.

2.0 PROJECT DESCRIPTION

The Project is located on the north edge of Lyons Colorado, in the SE ¼ Section 18, T3N, R70W of the 6th P.M., Boulder County, Colorado.

The property address is 501 West Main Street and is currently zoned R-2 (Residential) and was originally developed and occupied as a Mobile Home Park. The Mobile Home Park was lost during the September 2013 flood. Since the flood the property has been used for outdoor assembly such as weddings. The property currently comprises: a 245,926 sf (5.64 acre) area lot; a single residence, pump house and a service building for a combined area of approximately 2000 sf; gravel drive with parking; landscaping including lawn cover with a number of mature cottonwood trees; One access currently exist on to the property from West Main Street. The property boarders the North Saint Vrain river along the southern and western boundary with a portion being located within the 100 year flood plain.

The current project proposes a combination of Tiny Home Lodging coupled with the hosting of private and community based events. In the long term the owners wish to evaluate the property for developing a boutique hotel to include 50 guest lodging rooms, associated residential condominiums, membership based recreating and fitness facilities, restaurant and auxiliary guest convenience retail shopping.

The property is proposed to be rezoned from R-2 (Residential) to PUD-C (PUD Commercial).

The property is abutted to the south and west by the North Saint Vrain River and the Town of Lyons Meadows Park. Abutted to the east by West Main Street (Colorado State Highway 36) to the north by commercial development and the northwest by Agricultural.

The current proposed improvements will include a canopy tent area, camping tent area, catering tent, Restroom Trailer, future pavilion and 22 Tiny Homes including an

office. For the purpose of this report tent areas and the Tiny Homes are not considered impervious since they don't have foundations and don't inhibit the flow of stormwater. The gravel driveways and parking are considered impervious since they are typically hardened surfaces that inhibit infiltration and contribute to storm runoff sediments.

	Existing Impervious Area	Proposed Impervious Area
Roadway, Parking, Sidewalks	18,942 sq. ft.	73,923 sq. ft.
Structures	2,492 sq. ft.	8,487 sq. ft.
Total Impervious	21,434 sq. ft.	82,401 sq. ft.

3.0 BASIN DESCRIPTION

Currently offsite stormwater enters the site from the western half of Highway 36 along the eastern edge of the property and the north east corner of the property from a portion of Main Street Auto. Stormwater leaving the property flows into the North Saint Vrain River along the southern and western boundaries of the property with a portion passing through 503 West Main Street before entering the river.

The total basin contributing surface drainage to the proposed River Bend PUD is approximately 6.8 acres with 1.16 coming from offsite flows. Stormwater flows are divided into a North Basin and South Basin.

The property has been split into two basins due to the site topography. Also due to the topography trying to collect all of the stormwater leaving the property would be problematic. The basins have been configured to enable the collection of stormwater from the developed impervious areas.

The Basin-A consists of approximately 3.2 acres (137,815 sq. ft.) and is located along the northern half of the property and includes most of the developed impervious area including water entering the property from offsite. Flows from the Basin-B flow primarily to the west. For the purpose of this report the property is assumed to be undeveloped and only the offsite developed areas are included in the existing impervious area.

BASIN-A	Existing Impervious Area	Proposed Impervious Area
Total Impervious	20,577 sq. ft.	54,575 sq. ft.

The Basin-B consist of approximately 0.6 acres (26,246 sq. ft.) and is located in the south central portion of the property and includes most of the main parking area. Flows from the Basin-B flow primarily off the west side of the parking area.

Basin - B	Existing Impervious Area	Proposed Impervious Area
Total Impervious	0	18,453 sq. ft.

The Basin-C consist of approximately 0.43 acres (18,636 sq. ft.) and shed the water off the south edge of the parking area into the flood plain.

Basin - C	Existing Impervious Area	Proposed Impervious Area
Total Impervious	859	9,373 sq. ft.

Soils Information

Boulder County Soils Report information was mapped by the **Natural Resources Conservation Service (NRCS).** Soil classification shows the proposed developed area to be Niwot Soils (Nh). The proposed development area soils consist of loam overlying gravely sandy. The Niwot Soils (Nh) classified as a Group B. With the primary soil being a soil Group B, a soil group B was used for the drainage calculations.

Overall Basin Area

The overall basin/ development area that collects drainage consist of approximately 6.8 acres. The calculated flows rates for the overall basin are:

Total Basin 6.8 Acres	2 Year Event	100 Year Event
Existing	0.9 cfs	17 cfs
Proposed	2.2 cfs	19 cfs

Approximate Maximum Slope = 1.5%; Time of Concentration = 14 minutes.

Flows from the site are dispersed into the North Saint Vrain River bordering the properties southern and western boundaries.

On-site Stormwater Flow

Approximately 5.646 acres contribute to the on-site stormwater flow leaving the proposed developed.

- The property is being viewed as undeveloped for historic flow rates and compared to the proposed current development.

4.0 DESIGN METHODS AND ASSUMPTIONS

4.1 Criteria for Hydrologic Analysis

The method of analysis used for determining peak runoff rates was the Rational Method as follows:

$Q=C\ I\ A$ where: Q = peak runoff rate in cubic feet per second

C = combined runoff coefficient

I = storm intensity in inches per hour

Intensity was determined for Area III in L.C.SWDS

A = area in acres

Time of concentration for overland flow was calculated using the following equation: $T = \frac{0.395(1.1 - C_5)L^{1/2}}{S^{1/3}}$ where:

C_5 = the 5-year runoff coefficient

L = length of flow in feet

S = slope in percent

T = Time of concentration in minute

The method of analysis used for determining gravity open channel flow rates was the Manning Equation as follows:

$V=1.49/n(A/P)^{.6667}\ S^{.5}$

and $Q=VA$ where:

Q= peak runoff rate in cubic feet per second (CFS)

V= velocity (fps)

n= manning number

n= .024 corrugated pipe

n= .013 concrete pipe

A= area (sf)

P= wetted perimeter (ft)

S= slope (ft/ft)

Equation used in calculating orifice flows:

$V^2=2gh$ where:

V= velocity (fps)

g= acceleration due to gravity (fps^2)

h= vertical head (FT)

4.2 Drainage Plan Development

Due to the small project area, the proposed developable area was evaluated as a single basin. The basin was used as basic units for the Rational Method Calculation for peak runoff. The west end of the basins served as design points of interest for the 2-yr, 100-yr flows and calculation of water quality control structures. The results of the hydrologic analysis appear in **Appendix A**.

4.2.1 Detention Basin Design

The proposed River Bend PUD is projected to have an increase flow of 1.3 cfs for the 2 year event and 2.0 cfs for the 100 year event.

Stormwater will discharge into the North St. Vrain River along the southern and western property boundaries. A small amount of stormwater will pass through 503 West Main Street property before entering the river, but no adverse impact is anticipated. With minimal increase in the stormwater estimated, no adverse impact is anticipated to adjoining property owners and being lower in the drainage basin, no detention is recommended.

4.2.2 Water Quality

Existing Drainage from site currently sheet flows off the property across grass buffers to the North Saint Vrain River. For water quality purposes the developed area has been divided into three basins.

Basin-A stormwater exits the site via sheet flow from the lawn area into the North Saint Vrain River at the west end of the property. The impervious area will increase from approximately 15% to 40%. The proposed drainage and grading is to direct the stormwater from the north half of the property driveway parking and building to a sand filter basin at the western tip of the property. The sand filter is to be located within the flood plain and is to be recessed into the existing grade so as to not impact the cross sectional area. The sand filter basins have been sized to collect stormwater from the average runoff producing storm event 3.2 acres. The sand filter basin was calculated at 1,900 cubic feet with a 12 hour release time. Sediment filtration is to be achieved through ground infiltration. Due to the minimal slope the sand filter basin is to have the sides sodded to match the surrounding lawn area for stormwater overflow when the basin volume is exceeded.

Basin-B stormwater is to be collected along the west side of the main parking area. The stormwater would then be discharged across the top of the basin area to disperse into a grass buffer area before discharging into the North Saint Vrain River along the southern property boundary. The impervious area will increase from approximately 0% to 70%. The proposed drainage and grading is to direct the stormwater from the center of the entrance road and north of the existing residence picking up the majority of the main parking area. The sand filter basins have been sized to collect stormwater from the average runoff producing storm event 0.6 acres. The sand filter basin was calculated at 600 cubic feet with a 12 hour release time. Sediment filtration is to be achieved through ground infiltration. Due to the minimal slope the sand filter basin is to have the sides sodded to match the surrounding lawn area for stormwater overflow when the basin volume is exceeded.

Basin-C stormwater is to be collected along the south side of the main parking area. The stormwater would then be discharged across the top of the basin area to disperse into a grass buffer area before discharging into the North Saint Vrain River along the southern property boundary. The impervious area will increase from approximately 5% to 50%. The proposed drainage and grading is to direct the stormwater from center of the south side of the existing residence picking up the southern edge of the main parking area. The sand filter is to be located within the flood plain and is to be recessed into the existing grade so as to not impact the cross sectional area. The sand filter basin has been sized to collect stormwater from the average runoff producing storm event 0.43 acres. The sand filter basin was calculated at 400 cubic feet with a 12 hour release time. Sediment filtration is to be achieved through ground infiltration. Due to the minimal slope the sand filter basin is to have the sides sodded to match the surrounding lawn area for stormwater overflow when the basin volume is exceeded.

4.2.3 Construction Erosion Control

A majority of the proposed improvements have been incorporated into the site at this time. With further ground disturbance are the following recommendations.

A) BMP's for Stormwater Pollution Prevention

1) Structural Practices

- A silt fence is to be placed along the south and west (downhill) sides of the property where there is disturbed soil.
- Erosion mat is to be installed in the shallow channels with grass seed immediately following construction.

2) Non-Structural Practices

- All slopes are to be returned to their pre-construction grade.
- Disturbed slopes that exceed 30% are to have soil erosion mats installed.
- All areas of disturbance are to be graded so water shall be dispersed into sheet flow and directed off the area of disturbance into existing native vegetation buffer areas.
- Within two weeks of the frost being out of the ground, all disturbed areas are to be sodded or seeded and mulched with native seed. Seeding and mulching is to be as specified in the construction plans on specifications.

B) Final Stabilization and Long Term Stormwater Management

- Stabilization will not be considered final until all surfaced areas have received their final surface; uniform vegetative cover has been established with a density of at least 70% of pre-disturbance levels or equivalent permanent, physical erosion reduction materials has been employed. Additional erosion control measures may be required upon site inspection for specific operations as conditions warrant.

C) Other Controls

- Off-site tracking of material shall be controlled to minimize the tracking. Streets shall be cleaned when earth materials are tracked, spilled or washed onto the streets as directed by the project engineer. When cleaning streets, they shall not be washed until they have been scraped and swept and inlet protection has been properly installed.

D) Inspection and Maintenance

A Colorado stormwater discharge permit for construction shall be required by the general contractor, if more than 1 acre of disturbance

occurs, prior to starting and site disturbance.

- For BMP's to function effectively the project site is to be inspected every 14 days and after any significant storm event that causes erosion, sediment transport or vehicular tracking.
- Specific areas to be inspected are all structural sediment control devices, areas of point source flows onto or off of the sites and the stream banks in areas of excavation.
- General overview of the entire site should be made every 14 days.
- Any deficiencies observed during inspections are to be corrected within five (5) calendar days of observance or prior to any storm event that would cause pollutants to degrade waters of the United States.
- If drainage, erosion or sediment problems become apparent during construction, such as when off-site sedimentation occurs, the BMP's shall be re-evaluated and reimplemented in an effective manner.
- Following each inspection, inspection reports are to be fully executed and placed in a folder.

5.0 CONCLUSIONS

The proposed River Bend PUD is projected to have a combined increase stormwater discharge rates of 1.3 cfs, and 2.0 cfs for the 2-year and 100-year storm events. With the property evaluated as undeveloped the Impervious area within the basin will increase by approximate 60,967 ft^2 (~14%). The developed area of Basin-A flow will discharge off the west end of the property into the North Saint Vrain River. Basin-B flow will discharge off the southern side of the property into the North Saint Vrain River. Basin-C flow will discharge off the southern side of the property into the North Saint Vrain River. Sediment control and water quality is to be obtained from filtration through the sand filter basins located at the end of each basin. Based on minimal projected increased flow and no adverse impact to offsite property anticipated, no stormwater detention is recommended.

Appendix A
Hydrologic Analysis

TABLE 2-1
RAINFALL ITENSITY-DURATION TABLES
LYONS, COLORADO

RETURN PERIOD = 2 YEARS					RETURN PERIOD=100 YEARS				
Duration (min)	Total Depth (in)	Incremental Depth (in)	Design Rain (in)	Intensity (in/hr)	Duration (min)	Total Depth (in)	Incremental Depth (in)	Design Rain (in)	Intensity (in/hr)
10	0.47	0.47	0.06	2.82	10	1.21	1.21	0.18	7.26
20	.68	.21	.09	2.05	20	1.78	0.57	.19	5.34
30	.82	.14	.21	1.64	30	2.12	.34	.57	4.24
40	.91	.09	.47	1.37	40	2.31	.19	1.21	3.47
50	.98	.07	.14	1.18	50	2.50	.19	.034	3.01
60	1.04	.06	.07	1.04	60	2.68	.18	.19	2.68
70	1.08	.04	.04	.093	70	2.81	.13	.13	2.41
80	1.12	.04	.04	.84	80	2.88	.07	.07	2.16
90	1.16	.04	.04	.77	90	2.93	.05	.05	1.96
100	1.20	.04	.04	.72	100	2.98	.05	.05	1.79
110	1.23	.03	.03	.67	110	3.03	.05	.05	1.65
120	1.26	.03	.03	.63	120	3.08	.05	.05	1.54
130	1.29	.03	.03	.59	130	3.13	.05	.05	1.44
140	1.32	.03	.03	56	140	3.18	.05	.05	1.36
150	1.35	.03	.03	.54	150	3.23	.05	.05	1.29
160	1.37	.02	.02	.51	160	3.28	.05	.05	1.23
170	1.39	.02	.02	.49	170	3.32	.04	.04	1.17
180	1.41	.02	.02	.47	180	3.36	.04	.04	1.12
TOTAL		**1.41**	**1.41**		**TOTAL**		**3.36**	**3.36**	

From NOAA Atlas, volume III, Colorado 1973.

Depth-Duration-Frequency and Intensity-Duration-Frequency Tables for Colorado Hydrologic Zones 1 through 4

Blue cells are inputs.

Project: 501 West Main Street, Lyons Colorado

Where is the Watershed Located?

- (●) Located within UDFCD Boundary
- ( ) Located outside of UDFCD Boundary

Hydrologic Zone (1, 2, 3, or 4) = 1 (see map)
Elevation at Center of Watershed = N/A ft
Watershed Area (Optional) = sq. mi.

(Optional) Select a location within the UDFCD boundary: Eldorado Springs

Longitude: 39° 55' 57' Latitude: 105° 17' 37" W

1. Rainfall Depth-Duration-Frequency Table

If within the UDFCD Boundary, Enter the 1-hour and 6-hour rainfall depths from the USDCM Volume 1.
Otherwise, Enter the 6-hour and 24-hour rainfall depths from the NOAA Atlas 2 Volume III.

Return Period	Rainfall Depth in Inches at Time Duration								
	5-min	*10-min*	*15-min*	*30-min*	*1-hr*	*2-hr*	*3-hr*	*6-hr*	*24-hr*
2-yr	0.28	0.45	0.57	0.66	1.00 ✓	1.21	1.36	1.60	N/A
5-yr	0.40	0.64	0.81	0.93	1.42	1.62	1.77	2.00	N/A
10-yr	0.48	0.77	0.96	1.11	1.70	1.94	2.12	2.40	N/A
25-yr	0.56	0.89	1.12	1.29	1.97	2.32	2.58	3.00	N/A
50-yr	0.68	1.08	1.36	1.57	2.40	2.74	3.00	3.40	N/A
100-yr	0.73	1.16	1.46	1.69	2.57	2.99	3.30	3.80	N/A
500-yr	0.92	1.47	1.85	2.13	3.25	3.75	4.12	4.71	N/A

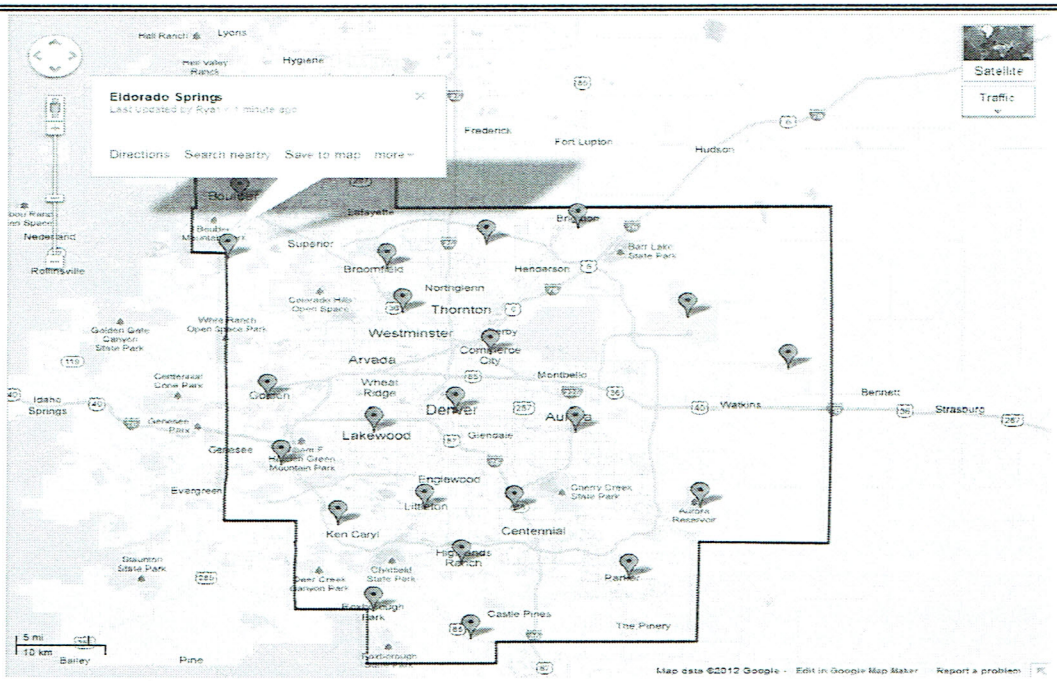
Note: Refer to Figures 4-1 through 4-12 of USDCM Volume 1 for 1-hr and 6-hr rainfall depths.
Refer to NOAA Atlas 2 Volume III isopluvial maps for 6-hr and 24-hr rainfall depths.
Rainfall depths for durations less than 1-hr are calculated using Equation 4-4 in USDCM Volume 1.

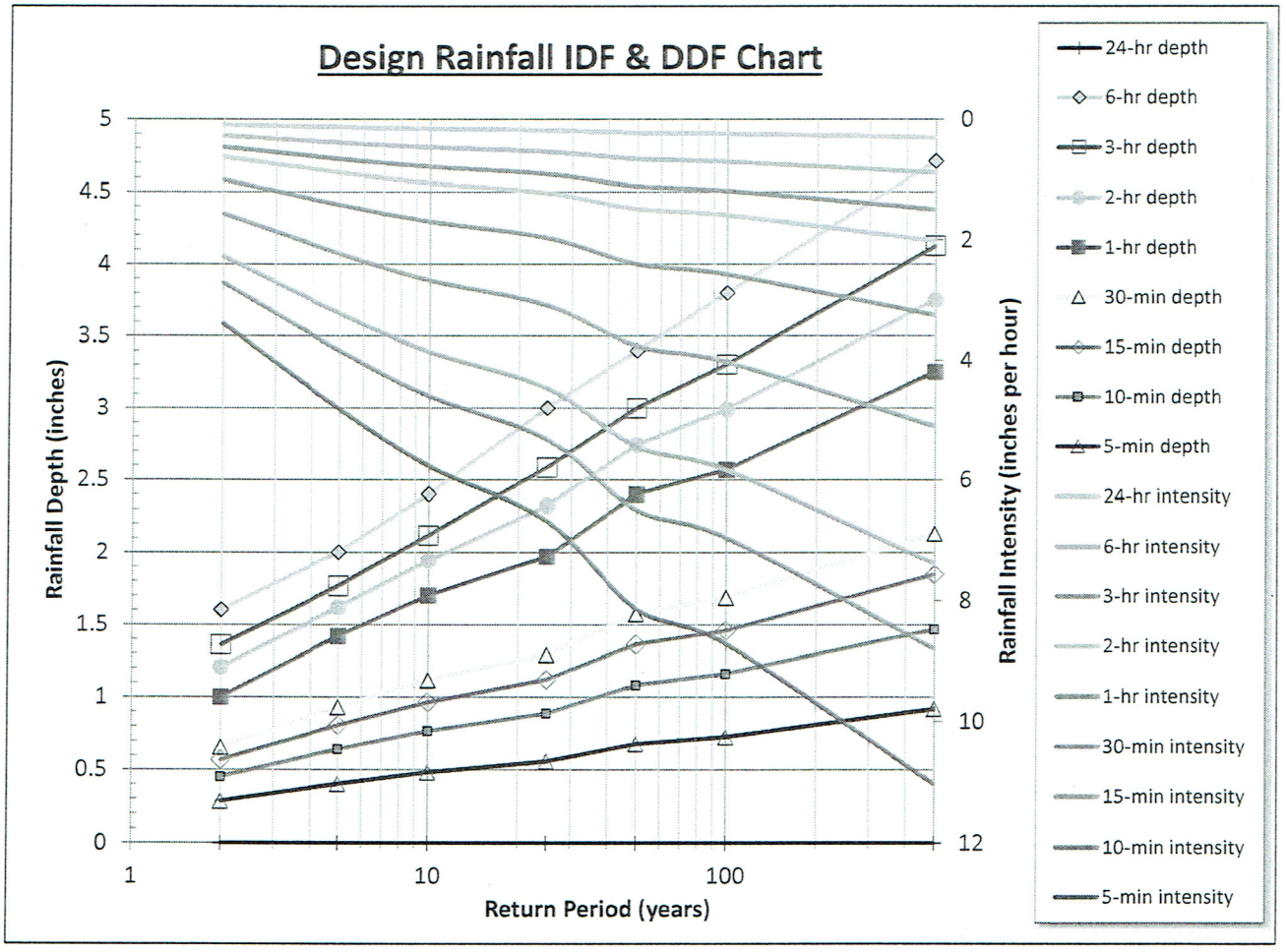
2. Rainfall Intensity-Duration-Frequency Table

Return Period	Rainfall Intensity in Inches Per Hour at Time Duration								
	5-min	*10-min*	*15-min*	*30-min*	*1-hr*	*2-hr*	*3-hr*	*6-hr*	*24-hr*
2-yr	3.39	2.71	2.27	1.57	1.00	0.62	0.46	0.27	0.09
5-yr	4.82	3.84	3.22	2.23	1.42	0.88	0.65	0.39	0.13
10-yr	5.77	4.60	3.86	2.67	1.70	1.06	0.78	0.46	0.16
25-yr	6.68	5.33	4.47	3.09	1.97	1.22	0.91	0.54	0.18
50-yr	8.14	6.49	5.45	3.77	2.40	1.49	1.11	0.66	0.22
100-yr	8.72	6.95	5.83	4.03	2.57	1.60	1.18	0.70	0.24
500-yr	11.03	8.80	7.38	5.10	3.25	2.02	1.50	0.89	0.30

Note: Intensity approximated using 1-hr rainfall depths and Equation 4-3 in USDCM Volume 1.

Depth-Duration-Frequency and Intensity-Duration-Frequency Tables for Colorado Hydrologic Zones 1 through 4





Full Basin 2yr Historic

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Full Basin 2yr Historic

I. Catchment Hydrologic Data

Catchment ID = Existing
Area = 6.80 Acres
Percent Imperviousness = 9.00 %
NRCS Soil Type = B A, B, C, or D

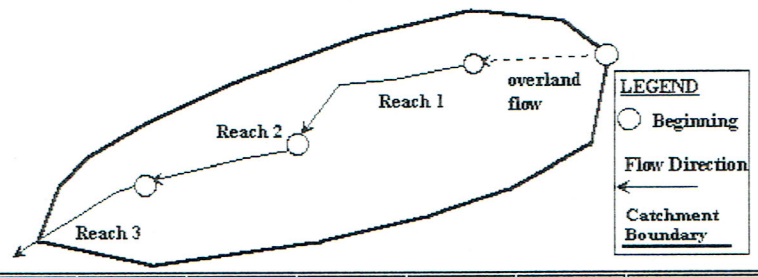
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Perioc, Tr =	2	years	(input return period for design storm)
C1 =	28.50		(input the value of C1)
C2=	10.00		(input the value of C2)
C3=	0.786		(input the value of C3)
P1=	1.04	inches	(input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.05
Overide Runoff Coefficient, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.13
Overide 5-yr. Runoff Coefficient, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0150	500	0.13	N/A	0.24	34.27
1	0.0150	215		7.00	0.86	4.18
2						
3						
4						
5						
	Sum	715			Computed Tc =	38.45
					Regional Tc =	13.97
					User-Entered Tc =	13.97

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I =	1.40	inch/hr	Peak Flowrate, Qp =	0.50	cfs
Rainfall Intensity at Regional Tc, I =	2.44	inch/hr	Peak Flowrate, Qp =	0.86	cfs
Rainfall Intensity at User-Defined Tc, I =	2.44	inch/hr	Peak Flowrate, Qp =	0.86	cfs

Full Basin 100yr Historic

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Full Basin 100yr Historic

I. Catchment Hydrologic Data

Catchment ID = Existing
Area = 6.80 Acres
Percent Imperviousness = 9.00 %
NRCS Soil Type = B A, B, C, or D

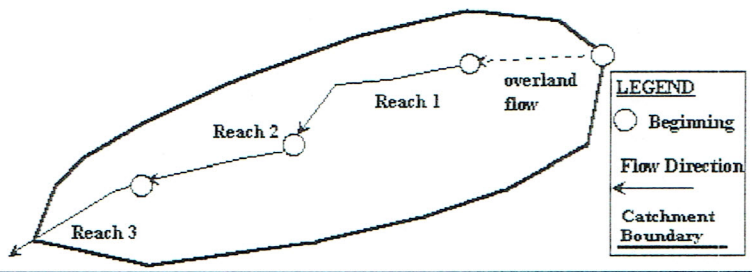
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 100 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 2.68 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.40
Overide Runoff Coefficient, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.13
Overide 5-yr. Runoff Coefficient, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0150	500	0.13	N/A	0.24	34.27
1	0.0150	215		7.00	0.86	4.18
2						
3						
4						
5						
	Sum	715			Computed Tc =	38.45
					Regional Tc =	13.97
					User-Entered Tc =	13.97

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 3.62 inch/hr — Peak Flowrate, Qp = 9.81 cfs
Rainfall Intensity at Regional Tc, I = 6.29 inch/hr — Peak Flowrate, Qp = 17.06 cfs
Rainfall Intensity at User-Defined Tc, I = 6.29 inch/hr — Peak Flowrate, Qp = 17.06 cfs

Full Basin 2yr Developed

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Full Basin 2yr Developed

I. Catchment Hydrologic Data

Catchment ID = Existing
Area = 6.80 Acres
Percent Imperviousness = 23.00 %
NRCS Soil Type = B A, B, C, or D

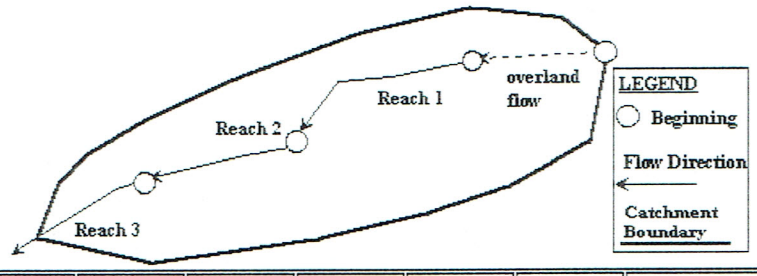
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 2 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 1.04 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.13
Overide Runoff Coefficient, C = _____ (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.21
Overide 5-yr. Runoff Coefficient, C = _____ (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0150	500	0.21	N/A	0.27	31.32
1	0.0150	215		7.00	0.86	4.18
2						
3						
4						
5						
	Sum	715			Computed Tc =	35.50
					Regional Tc =	13.97
					User-Entered Tc =	13.97

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 1.47 inch/hr — Peak Flowrate, Qp = 1.34 cfs
Rainfall Intensity at Regional Tc, I = 2.44 inch/hr — Peak Flowrate, Qp = 2.22 cfs
Rainfall Intensity at User-Defined Tc, I = 2.44 inch/hr — Peak Flowrate, Qp = 2.22 cfs

Full Basin 100yr Developed

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Full Basin 100yr Developed

I. Catchment Hydrologic Data

Catchment ID = Existing
Area = 6.80 Acres
Percent Imperviousness = 23.00 %
NRCS Soil Type = B A, B, C, or D

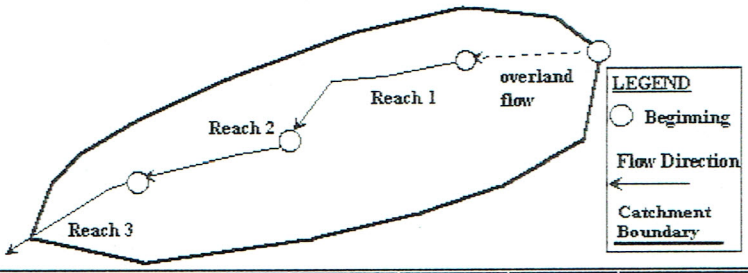
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 100 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 2.68 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.45
Overide Runoff Coefficient, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.21
Overide 5-yr. Runoff Coefficient, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0150	500	0.21	N/A	0.27	31.32
1	0.0150	215		7.00	0.86	4.18
2						
3						
4						
5						
	Sum	715				

Computed Tc =	35.50
Regional Tc =	13.97
User-Entered Tc =	13.97

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 3.80 inch/hr — Peak Flowrate, Qp = 11.63 cfs
Rainfall Intensity at Regional Tc, I = 6.29 inch/hr — Peak Flowrate, Qp = 19.25 cfs
Rainfall Intensity at User-Defined Tc, I = 6.29 inch/hr — Peak Flowrate, Qp = 19.25 cfs

Basin A, 2yr Existing

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin A- 2 yr Existing

I. Catchment Hydrologic Data

Catchmen: ID = existing
Area = 3.20 Acres
Percent Imperviousness = 15.00 %
NRCS Soil Type = B A, B, C, or D

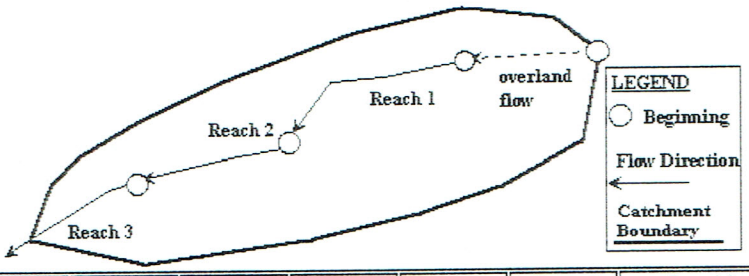
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 2 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 1.04 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.08
Overide Runoff Coefficient, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.17
Overide 5-yr. Runoff Coefficient, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0150	500	0.17	N/A	0.25	32.90
1	0.0150	160		7.00	0.86	3.11
2						
3						
4						
5						
	Sum	660				

Computed Tc =	36.01
Regional Tc =	13.67
User-Entered Tc =	13.67

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 1.46 inch/hr — Peak Flowrate, Qp = 0.38 cfs
Rainfall Intensity at Regional Tc, I = 2.46 inch/hr — Peak Flowrate, Qp = 0.65 cfs
Rainfall Intensity at User-Defined Tc, I = 2.46 inch/hr — Peak Flowrate, Qp = 0.65 cfs

Bcsm A, 2yr Proposed

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin A- 2 yr Proposed

I. Catchment Hydrologic Data

Catchmen: ID = proposed
Area = 3.20 Acres
Percent Imperviousness = 40.00 %
NRCS Soil Type = B A, B, C, or D

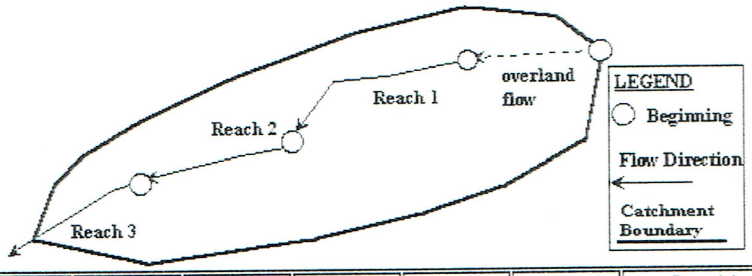
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 2 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 1.04 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.23
Overide Runoff Coefficient, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.30
Overide 5-yr. Runoff Coefficient, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0150	500	0.30	N/A	0.29	28.36
1	0.0150	160		7.00	0.86	3.11
2						
3						
4						
5						
	Sum	660				

Computed Tc =	31.47
Regional Tc =	13.67
User-Entered Tc =	13.67

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 1.59 inch/hr — Peak Flowrate, Qp = 1.18 cfs
Rainfall Intensity at Regional Tc, I = 2.46 inch/hr — Peak Flowrate, Qp = 1.84 cfs
Rainfall Intensity at User-Defined Tc, I = 2.46 inch/hr — Peak Flowrate, Qp = 1.84 cfs

Basin A 100yr Existing

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin A- 100 yr Existing

I. Catchment Hydrologic Data

Catchment ID = existing
Area = 3.20 Acres
Percent Imperviousness = 15.00 %
NRCS Soil Type = B A, B, C, or D

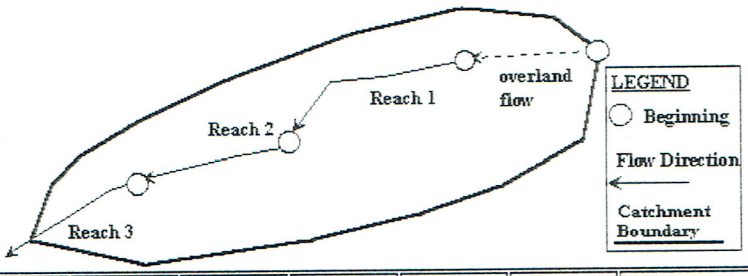
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr =	100	years	(input return period for design storm)
C1 =	28.50		(input the value of C1)
C2=	10.00		(input the value of C2)
C3=	0.786		(input the value of C3)
P1=	2.68	inches	(input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.42
Overide Runoff Coefficient, C = _____ (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.17
Overide 5-yr. Runoff Coefficient, C = _____ (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0150	500	0.17	N/A	0.25	32.90
1	0.0150	160		7.00	0.86	3.11
2						
3						
4						
5						
	Sum	660				

Computed Tc =	36.01
Regional Tc =	13.67
User-Entered Tc =	13.67

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I =	3.77	inch/hr	Peak Flowrate, Qp =	5.11	cfs
Rainfall Intensity at Regional Tc, I =	6.35	inch/hr	Peak Flowrate, Qp =	8.61	cfs
Rainfall Intensity at User-Defined Tc, I =	6.35	inch/hr	Peak Flowrate, Qp =	8.61	cfs

Basin A-100yr Proposed

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin A- 100 yr Proposed

I. Catchment Hydrologic Data

Catchment ID = proposed
Area = 3.20 Acres
Percent Imperviousness = 40.00 %
NRCS Soil Type = B A, B, C, or D

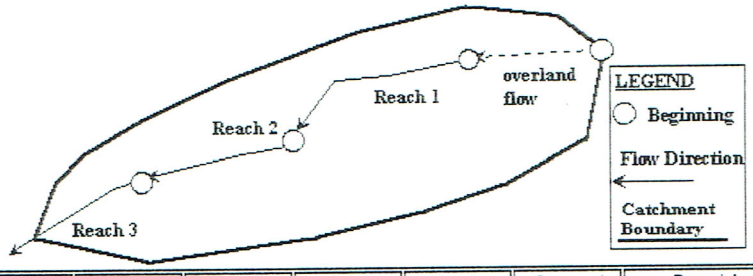
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr =	100	years	(input return period for design storm)
C1 =	28.50		(input the value of C1)
C2=	10.00		(input the value of C2)
C3=	0.786		(input the value of C3)
P1=	2.68	inches	(input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.50
Overide Runoff Coefficient, C = _____ (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.30
Overide 5-yr. Runoff Coefficient, C = _____ (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.0150	500	0.30	N/A	0.29	28.36
1	0.0150	160		7.00	0.86	3.11
2						
3						
4						
5						
	Sum	660				

Computed Tc =	31.47
Regional Tc =	13.67
User-Entered Tc =	13.67

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I =	4.09	inch/hr	Peak Flowrate, Qp =	6.48	cfs
Rainfall Intensity at Regional Tc, I =	6.35	inch/hr	Peak Flowrate, Qp =	10.06	cfs
Rainfall Intensity at User-Defined Tc, I =	6.35	inch/hr	Peak Flowrate, Qp =	10.06	cfs

Basin B - 2yr Existing

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin B - 2 yr Existing

I. Catchment Hydrologic Data

Catchment ID = existing
Area = 0.60 Acres
Percent Imperviousness = 0.00 %
NRCS Soil Type = B A, B, C, or D

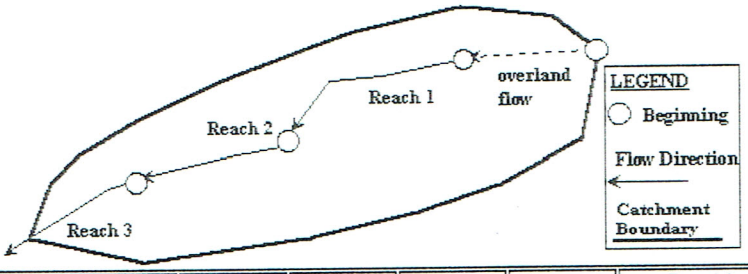
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 2 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 1.04 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.02
Overide Runoff Coefficient, C = _____ (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.08
Overide 5-yr. Runoff Coefficient, C = _____ (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.2300	300	0.08	N/A	0.44	11.39
1						
2						
3						
4						
5						
	Sum	300				

Computed Tc = 11.39
Regional Tc = 11.67
User-Entered Tc = 11.39

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 2.67 inch/hr — Peak Flowrate, Qp = 0.03 cfs
Rainfall Intensity at Regional Tc, I = 2.64 inch/hr — Peak Flowrate, Qp = 0.03 cfs
Rainfall Intensity at User-Defined Tc, I = 2.67 inch/hr — Peak Flowrate, Qp = 0.03 cfs

Basin B 2yr Proposed

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin B - 2 yr Proposed

I. Catchment Hydrologic Data

Catchment ID = proposed
Area = 0.60 Acres
Percent Imperviousness = 70.00 %
NRCS Soil Type = B A, B, C, or D

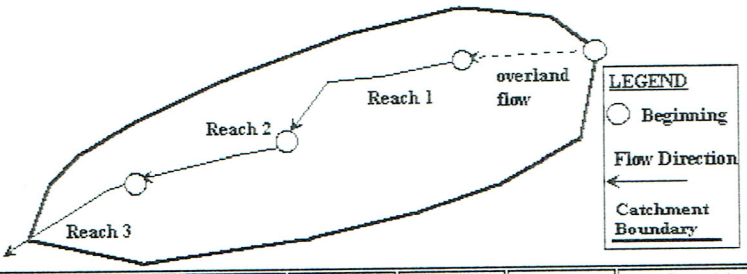
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 2 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 1.04 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.45
Overide Runoff Coefficient, C = _____ (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.49
Overide 5-yr. Runoff Coefficient, C = _____ (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.2300	300	0.49	N/A	0.74	6.76
1						
2						
3						
4						
5						
	Sum	300				

Computed Tc = 6.76
Regional Tc = 11.67
User-Entered Tc = 6.76

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 3.23 inch/hr — Peak Flowrate, Qp = 0.88 cfs
Rainfall Intensity at Regional Tc, I = 2.64 inch/hr — Peak Flowrate, Qp = 0.72 cfs
Rainfall Intensity at User-Defined Tc, I = 3.23 inch/hr — Peak Flowrate, Qp = 0.88 cfs

Basin B-100yr Existing

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin B - 100 yr Existing

I. Catchment Hydrologic Data

Catchment ID = existing
Area = 0.60 Acres
Percent Imperviousness = 0.00 %
NRCS Soil Type = B A, B, C, or D

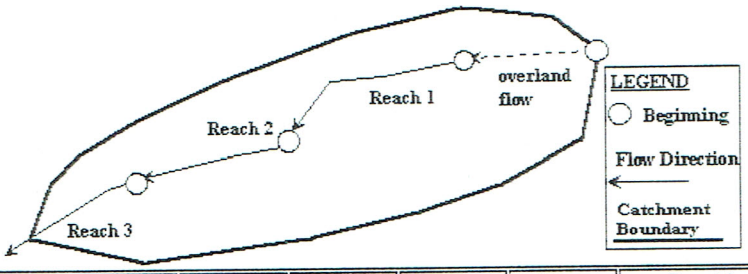
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 100 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 2.68 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.35
Overide Runoff Coefficient, C = _____ (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.08
Overide 5-yr. Runoff Coefficient, C = _____ (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.2300	300	0.08	N/A	0.44	11.39
1						
2						
3						
4						
5						
	Sum	300				

Computed Tc = 11.39
Regional Tc = 11.67
User-Entered Tc = 11.39

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 6.88 inch/hr — Peak Flowrate, Qp = 1.44 cfs
Rainfall Intensity at Regional Tc, I = 6.81 inch/hr — Peak Flowrate, Qp = 1.43 cfs
Rainfall Intensity at User-Defined Tc, I = 6.88 inch/hr — Peak Flowrate, Qp = 1.44 cfs

Basin B 100yr Proposed

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin B - 100 yr Proposed

I. Catchment Hydrologic Data

Catchment ID = proposed
Area = 0.60 Acres
Percent Imperviousness = 70.00 %
NRCS Soil Type = B A, B, C, or D

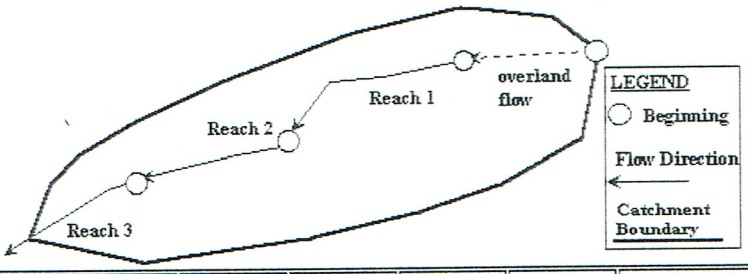
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr =	100	years	(input return period for design storm)
C1 =	28.50		(input the value of C1)
C2=	10.00		(input the value of C2)
C3=	0.786		(input the value of C3)
P1=	2.68	inches	(input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.62
Overide Runoff Coefficient, C = _____ (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.49
Overide 5-yr. Runoff Coefficient, C = _____ (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.2300	300	0.49	N/A	0.74	6.76
1						
2						
3						
4						
5						
	Sum	300				

Computed Tc =	6.76
Regional Tc =	11.67
User-Entered Tc =	6.76

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I =	8.33	inch/hr	Peak Flowrate, Qp =	3.10	cfs
Rainfall Intensity at Regional Tc, I =	6.81	inch/hr	Peak Flowrate, Qp =	2.53	cfs
Rainfall Intensity at User-Defined Tc, I =	8.33	inch/hr	Peak Flowrate, Qp =	3.10	cfs

Basin C - 2yr Existing

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin C - 2 yr Existing

I. Catchment Hydrologic Data

Catchment ID = existing
Area = 0.43 Acres
Percent Imperviousness = 5.00 %
NRCS Soil Type = B A, B, C, or D

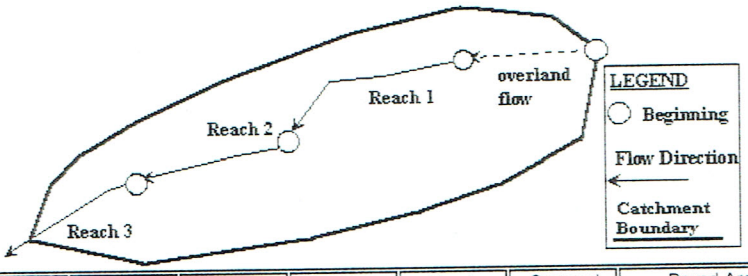
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 2 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 1.04 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.04
Overide Runoff Coefficient, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.10
Overide 5-yr. Runoff Coefficient, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.2300	390	0.10	N/A	0.51	12.66
1						
2						
3						
4						
5						
	Sum	390				

Computed Tc =	12.66
Regional Tc =	12.17
User-Entered Tc =	12.17

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 2.55 inch/hr — Peak Flowrate, Qp = 0.04 cfs
Rainfall Intensity at Regional Tc, I = 2.59 inch/hr — Peak Flowrate, Qp = 0.04 cfs
Rainfall Intensity at User-Defined Tc, I = 2.59 inch/hr — Peak Flowrate, Qp = 0.04 cfs

Basin C - 100yr Proposed

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin C - 100 yr Proposed

I. Catchment Hydrologic Data

Catchmen: ID = Proposed
Area = 0.43 Acres
Percent Imperviousness = 50.00 %
NRCS Soil Type = B A, B, C, or D

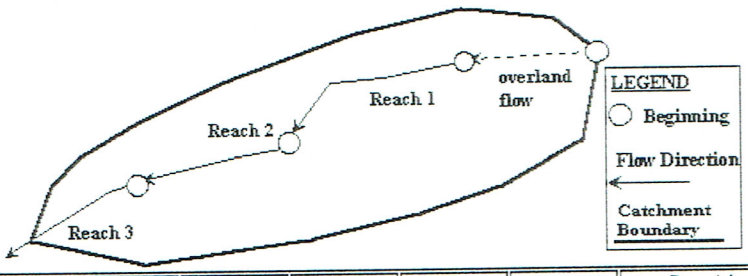
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr =	100	years	(input return period for design storm)
C1 =	28.50		(input the value of C1)
C2=	10.00		(input the value of C2)
C3=	0.786		(input the value of C3)
P1=	2.68	inches	(input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.52
Overide Runoff Coefficient, C = _____ (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.35
Overide 5-yr. Runoff Coefficient, C = _____ (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.2300	390	0.35	N/A	0.68	9.51
1						
2						
3						
4						
5						
	Sum	390				

Computed Tc =	9.51
Regional Tc =	12.17
User-Entered Tc =	9.51

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I =	7.39	inch/hr	Peak Flowrate, Qp =	1.67	cfs
Rainfall Intensity at Regional Tc, I =	6.69	inch/hr	Peak Flowrate, Qp =	1.51	cfs
Rainfall Intensity at User-Defined Tc, I =	7.39	inch/hr	Peak Flowrate, Qp =	1.67	cfs

Basin C-100yr Existing

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin C - 100 yr Existing

I. Catchment Hydrologic Data

Catchment ID = Existing
Area = 0.43 Acres
Percent Imperviousness = 5.00 %
NRCS Soil Type = B A, B, C, or D

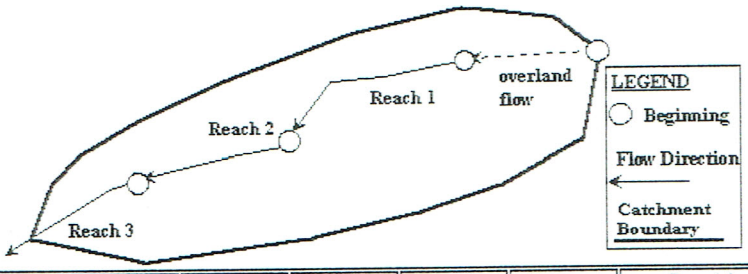
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr = 100 years (input return period for design storm)
C1 = 28.50 (input the value of C1)
C2= 10.00 (input the value of C2)
C3= 0.786 (input the value of C3)
P1= 2.68 inches (input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.38
Overide Runoff Coefficient, C = (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.10
Overide 5-yr. Runoff Coefficient, C = (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.2300	390	0.10	N/A	0.51	12.66
1						
2						
3						
4						
5						
	Sum	390				

Computed Tc =	12.66
Regional Tc =	12.17
User-Entered Tc =	12.17

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I = 6.57 inch/hr — Peak Flowrate, Qp = 1.07 cfs
Rainfall Intensity at Regional Tc, I = 6.69 inch/hr — Peak Flowrate, Qp = 1.09 cfs
Rainfall Intensity at User-Defined Tc, I = 6.69 inch/hr — Peak Flowrate, Qp = 1.09 cfs

Basin C - 2yr Proposed

CALCULATION OF A PEAK RUNOFF USING RATIONAL METHOD

Project Title: River Bend PUD
Catchment ID: Basin C - 2 yr Proposed

I. Catchment Hydrologic Data

Catchment ID = Proposed
Area = 0.43 Acres
Percent Imperviousness = 50.00 %
NRCS Soil Type = B A, B, C, or D

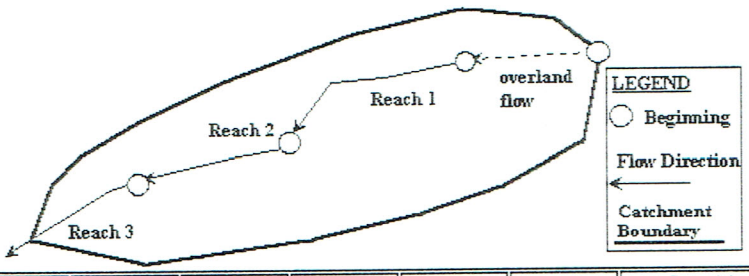
II. Rainfall Information I (inch/hr) = C1 * P1 /(C2 + Td)^C3

Design Storm Return Period, Tr =	2	years	(input return period for design storm)
C1 =	28.50		(input the value of C1)
C2=	10.00		(input the value of C2)
C3=	0.786		(input the value of C3)
P1=	1.04	inches	(input one-hr precipitation--see Sheet "Design Info")

III. Analysis of Flow Time (Time of Concentration) for a Catchment

Runoff Coefficient, C = 0.29
Overide Runoff Coefficient, C = _____ (enter an overide C value if desired, or leave blank to accept calculated C.)
5-yr. Runoff Coefficient, C-5 = 0.35
Overide 5-yr. Runoff Coefficient, C = _____ (enter an overide C-5 value if desired, or leave blank to accept calculated C-5.)

Illustration



NRCS Land Type	Heavy Meadow	Tillage/ Field	Short Pasture/ Lawns	Nearly Bare Ground	Grassed Swales/ Waterways	Paved Areas & Shallow Paved Swales (Sheet Flow)
Conveyance	2.5	5	7	10	15	20

Calculations:

Reach ID	Slope S ft/ft input	Length L ft input	5-yr Runoff Coeff C-5 output	NRCS Convey-ance input	Flow Velocity V fps output	Flow Time Tf minutes output
Overland	0.2300	390	0.35	N/A	0.68	9.51
1						
2						
3						
4						
5						
	Sum	390				

Computed Tc =	9.51
Regional Tc =	12.17
User-Entered Tc =	9.51

IV. Peak Runoff Prediction

Rainfall Intensity at Computed Tc, I =	2.87	inch/hr	Peak Flowrate, Qp =	0.36	cfs
Rainfall Intensity at Regional Tc, I =	2.59	inch/hr	Peak Flowrate, Qp =	0.33	cfs
Rainfall Intensity at User-Defined Tc, I =	2.87	inch/hr	Peak Flowrate, Qp =	0.36	cfs

Appendix B
Water Quality Control Volume

Design Procedure Form: Sand Filter (SF)

Designer:	Mike Todd
Company:	Cornerstone Engineering & Surveying, inc
Date:	March 24, 2016
Project:	River Bend PUD
Location:	502 West MainStreet, Lyons, Colorado — Basin A

1. Basin Storage Volume	
A) Effective Imperviousness of Tributary Area, I_a (100% if all paved and roofed areas upstream of sand filter)	I_a = 40.0 %
B) Tributary Area's Imperviousness Ratio ($i = I_a/100$)	i = 0.400
C) Water Quality Capture Volume (WQCV) Based on 12-hour Drain Time $WQCV = 0.9 * (0.91 * i^3 - 1.19 * i^2 + 0.78 * i)$	WQCV = 0.16 watershed inches
D) Contributing Watershed Area (including sand filter area)	Area = 137,815 sq ft
E) Water Quality Capture Volume (WQCV) Design Volume $V_{WQCV} = WQCV / 12 * Area$	V_{WQCV} = 1,859 cu ft
F) For Watersheds Outside of the Denver Region, Depth of Average Runoff Producing Storm	d_6 = 0.43 in
G) For Watersheds Outside of the Denver Region, Water Quality Capture Volume (WQCV) Design Volume	$V_{WQCV\ OTHER}$ = 1,859 cu ft
H) User Input of Water Quality Capture Volume (WQCV) Design Volume (Only if a different WQCV Design Volume is desired)	$V_{WQCV\ USER}$ = 1,900 cu ft
2. Basin Geometry	
A) WQCV Depth	D_{WQCV} = 1.0 ft
B) Sand Filter Side Slopes (Horizontal distance per unit vertical, 4:1 or flatter preferred). Use "0" if sand filter has vertical walls.	Z = 5.00 ft / ft
C) Mimimum Filter Area (Flat Surface Area)	A_{Min} = 422 sq ft
D) Actual Filter Area	A_{Actual} = 1512 sq ft
E) Volume Provided	V_T = 1900 cu ft
3. Filter Material	Choose One ◉ 18" CDOT Class C Filter Material ○ Other (Explain):
4. Underdrain System	
A) Are underdrains provided?	Choose One ○ YES ◉ NO
B) Underdrain system orifice diameter for 12 hour drain time	
i) Distance From Lowest Elevation of the Storage Volume to the Center of the Orifice	y = N/A ft
ii) Volume to Drain in 12 Hours	Vol_{12} = N/A cu ft
iii) Orifice Diameter, 3/8" Minimum	D_O = N/A in

Basin A

Design Procedure Form: Sand Filter (SF)

Designer: Mike Todd
Company: Cornerstone Engineering & Surveying, inc
Date: March 24, 2016
Project: River Bend PUD
Location: 502 West MainStreet, Lyons, Colorado Basin A

5. Impermeable Geomembrane Liner and Geotextile Separator Fabric A) Is an impermeable liner provided due to proximity of structures or groundwater contamination?	Choose One ○ YES ◉ NO
6-7. Inlet / Outlet Works A) Describe the type of energy dissipation at inlet points and means of conveying flows in excess of the WQCV through the outlet	Sod Lawn

Notes:

Basin A

Design Procedure Form: Sand Filter (SF)

Designer:	Mike Todd
Company:	Cornerstone Engineering & Surveying, inc
Date:	March 24, 2016
Project:	River Bend PUD
Location:	502 West MainStreet, Lyons, Colorado — Basin B

1. Basin Storage Volume	
A) Effective Imperviousness of Tributary Area, I_a (100% if all paved and roofed areas upstream of sand filter)	I_a = 70.0 %
B) Tributary Area's Imperviousness Ratio ($i = I_a/100$)	i = 0.700
C) Water Quality Capture Volume (WQCV) Based on 12-hour Drain Time $WQCV = 0.9 * (0.91 * i^3 - 1.19 * i^2 + 0.78 * i)$	WQCV = 0.25 watershed inches
D) Contributing Watershed Area (including sand filter area)	Area = 26,246 sq ft
E) Water Quality Capture Volume (WQCV) Design Volume $V_{WQCV} = WQCV / 12 * Area$	V_{WQCV} = 541 cu ft
F) For Watersheds Outside of the Denver Region, Depth of Average Runoff Producing Storm	d_6 = 0.43 in
G) For Watersheds Outside of the Denver Region, Water Quality Capture Volume (WQCV) Design Volume	$V_{WQCV\ OTHER}$ = 541 cu ft
H) User Input of Water Quality Capture Volume (WQCV) Design Volume (Only if a different WQCV Design Volume is desired)	$V_{WQCV\ USER}$ = 600 cu ft
2. Basin Geometry	
A) WQCV Depth	D_{WQCV} = 1.0 ft
B) Sand Filter Side Slopes (Horizontal distance per unit vertical, 4:1 or flatter preferred). Use "0" if sand filter has vertical walls.	Z = 4.00 ft / ft
C) Mimimum Filter Area (Flat Surface Area)	A_{Min} = 133 sq ft
D) Actual Filter Area	A_{Actual} = 290 sq ft
E) Volume Provided	V_T = 600 cu ft
3. Filter Material	Choose One: (●) 18" CDOT Class C Filter Material; ( ) Other (Explain):
4. Underdrain System	
A) Are underdrains provided?	Choose One: ( ) YES; (●) NO
B) Underdrain system orifice diameter for 12 hour drain time	
i) Distance From Lowest Elevation of the Storage Volume to the Center of the Orifice	y = N/A ft
ii) Volume to Drain in 12 Hours	Vol_{12} = N/A cu ft
iii) Orifice Diameter, 3/8" Minimum	D_O = N/A in

Basin B

Design Procedure Form: Sand Filter (SF)

Designer: Mike Todd
Company: Cornerstone Engineering & Surveying, inc
Date: March 24, 2016
Project: River Bend PUD
Location: 502 West MainStreet, Lyons, Colorado Basin B

5. Impermeable Geomembrane Liner and Geotextile Separator Fabric A) Is an impermeable liner provided due to proximity of structures or groundwater contamination?	Choose One ○ YES ◉ NO
6-7. Inlet / Outlet Works A) Describe the type of energy dissipation at inlet points and means of conveying flows in excess of the WQCV through the outlet	Sod Lawn

Notes:

Basin B

Design Procedure Form: Sand Filter (SF)

Designer:	Mike Todd
Company:	Cornerstone Engineering & Surveying, inc
Date:	March 24, 2016
Project:	River Bend PUD
Location:	502 West MainStreet, Lyons, Colorado — Basin C

1. Basin Storage Volume	
A) Effective Imperviousness of Tributary Area, I_a (100% if all paved and roofed areas upstream of sand filter)	I_a = 50.0 %
B) Tributary Area's Imperviousness Ratio ($i = I_a/100$)	i = 0.500
C) Water Quality Capture Volume (WQCV) Based on 12-hour Drain Time $WQCV = 0.9 * (0.91 * i^3 - 1.19 * i^2 + 0.78 * i)$	WQCV = 0.19 watershed inches
D) Contributing Watershed Area (including sand filter area)	Area = 18,636 sq ft
E) Water Quality Capture Volume (WQCV) Design Volume $V_{WQCV} = WQCV / 12 * Area$	V_{WQCV} = 288 cu ft
F) For Watersheds Outside of the Denver Region, Depth of Average Runoff Producing Storm	d_6 = 0.43 in
G) For Watersheds Outside of the Denver Region, Water Quality Capture Volume (WQCV) Design Volume	$V_{WQCV\ OTHER}$ = 288 cu ft
H) User Input of Water Quality Capture Volume (WQCV) Design Volume (Only if a different WQCV Design Volume is desired)	$V_{WQCV\ USER}$ = 400 cu ft
2. Basin Geometry	
A) WQCV Depth	D_{WQCV} = 1.0 ft
B) Sand Filter Side Slopes (Horizontal distance per unit vertical, 4:1 or flatter preferred). Use "0" if sand filter has vertical walls.	Z = 4.00 ft / ft
C) Mimimum Filter Area (Flat Surface Area)	A_{Min} = 89 sq ft
D) Actual Filter Area	A_{Actual} = 260 sq ft
E) Volume Provided	V_T = 400 cu ft
3. Filter Material	Choose One: (●) 18" CDOT Class C Filter Material; ( ) Other (Explain):
4. Underdrain System	
A) Are underdrains provided?	Choose One: ( ) YES; (●) NO
B) Underdrain system orifice diameter for 12 hour drain time	
i) Distance From Lowest Elevation of the Storage Volume to the Center of the Orifice	y = N/A ft
ii) Volume to Drain in 12 Hours	Vol_{12} = N/A cu ft
iii) Orifice Diameter, 3/8" Minimum	D_O = N/A in

Basin C

Design Procedure Form: Sand Filter (SF)

Designer: Mike Todd
Company: Cornerstone Engineering & Surveying, inc
Date: March 24, 2016
Project: River Bend PUD
Location: 502 West MainStreet, Lyons, Colorado Basin C

5. Impermeable Geomembrane Liner and Geotextile Separator Fabric A) Is an impermeable liner provided due to proximity of structures or groundwater contamination?	Choose One ○ YES ◉ NO
6-7. Inlet / Outlet Works A) Describe the type of energy dissipation at inlet points and means of conveying flows in excess of the WQCV through the outlet	Sod Lawn

Notes:

Basin C

Appendix C
Soils Information

Boulder County Area, Colorado

Nh—Niwot soils

Map Unit Setting

National map unit symbol: jps8
Elevation: 4,900 to 5,500 feet
Mean annual precipitation: 12 to 18 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 140 to 155 days
Farmland classification: Not prime farmland

Map Unit Composition

Niwot and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Niwot

Setting

Landform: Flood plains, terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy over sandy and gravelly alluvium

Typical profile

H1 - 0 to 14 inches: loam
H2 - 14 to 60 inches: gravelly sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: About 18 to 36 inches
Frequency of flooding: Occasional
Frequency of ponding: None
Available water storage in profile: Low (about 4.4 inches)

Interpretive groups

Land capability classification (irrigated): 4w
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: B ← B
Ecological site: Wet Meadow (R067XB038CO)

Minor Components

Loveland

Percent of map unit: 10 percent

Nunn

Percent of map unit: 4 percent

Aquolls

Percent of map unit: 1 percent
Landform: Flood plains

Data Source Information

Soil Survey Area: Boulder County Area, Colorado
Survey Area Data: Version 12, Sep 22, 2015

USDA United States Department of Agriculture Natural Resources Conservation Service

Web Soil Survey

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A | A | A

Area of Interest (AOI) | Soil Map | Soil Data Explorer | Download Soils Data | Shopping Cart (Free)

Search

Area of Interest

Open All | Close All

AOI Properties

Clear AOI

AOI Information

Name

Map Unit Symbols
- Use Soil Survey Area Map Unit Symbols
- Use National Map Unit Symbols

Area (acres) 6.34

Soil Data Available from Web Soil Survey

Boulder County Area, Colorado (CO643)

Data Availability Tabular and Spatial, complete

Tabular Data Version 11, Sep 22, 2015

Spatial Data Version 2, Dec 30, 2013

Clear AOI

Import AOI

Export AOI

Quick Navigation

Address

View

Address 501 west main street, lyons colorado

Show location marker ✔

View

State and County

Soil Survey Area

Latitude and Longitude

PLSS (Section, Township, Range)

Bureau of Land Management

Department of Defense

Forest Service

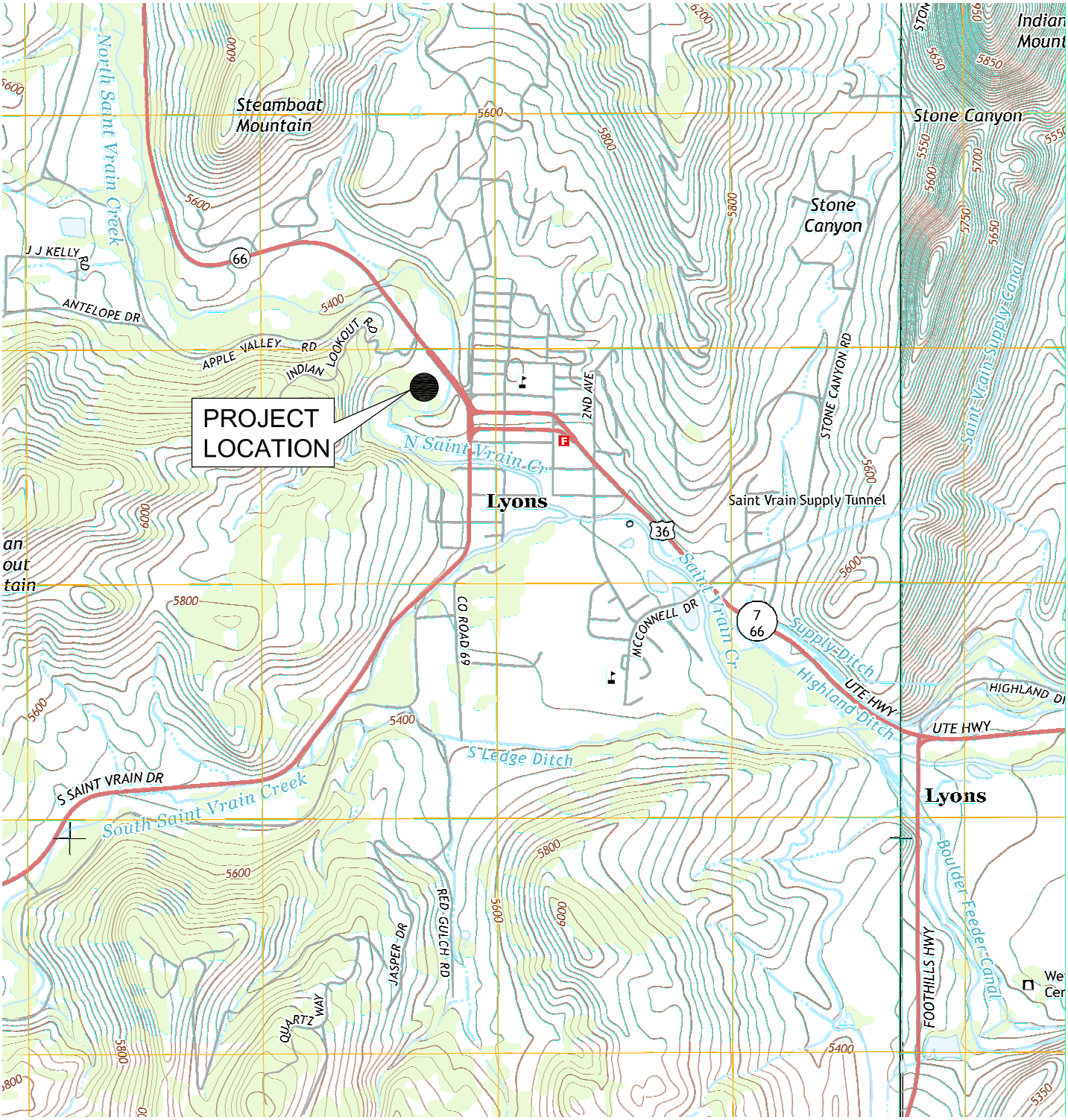
National Park Service

Hydrologic Unit

Area of Interest Interactive Map

View Extent Contiguous U.S. Scale 1:841 ±1%

Figure 1 – Vicinity Map



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and
1 000-meter grid: Universal Transverse Mercator, Zone 13T
10 000-foot ticks: Colorado Coordinate System of 1983 (north zone)

N

0 1000 2000

SCALE 1" = 2000'

JOB No: —.—

FIGURE 1
VICINITY MAP

BY: MST DATE: 03/30/2016

FILE: M:\807_002\Drainage\Figure-1.dwg

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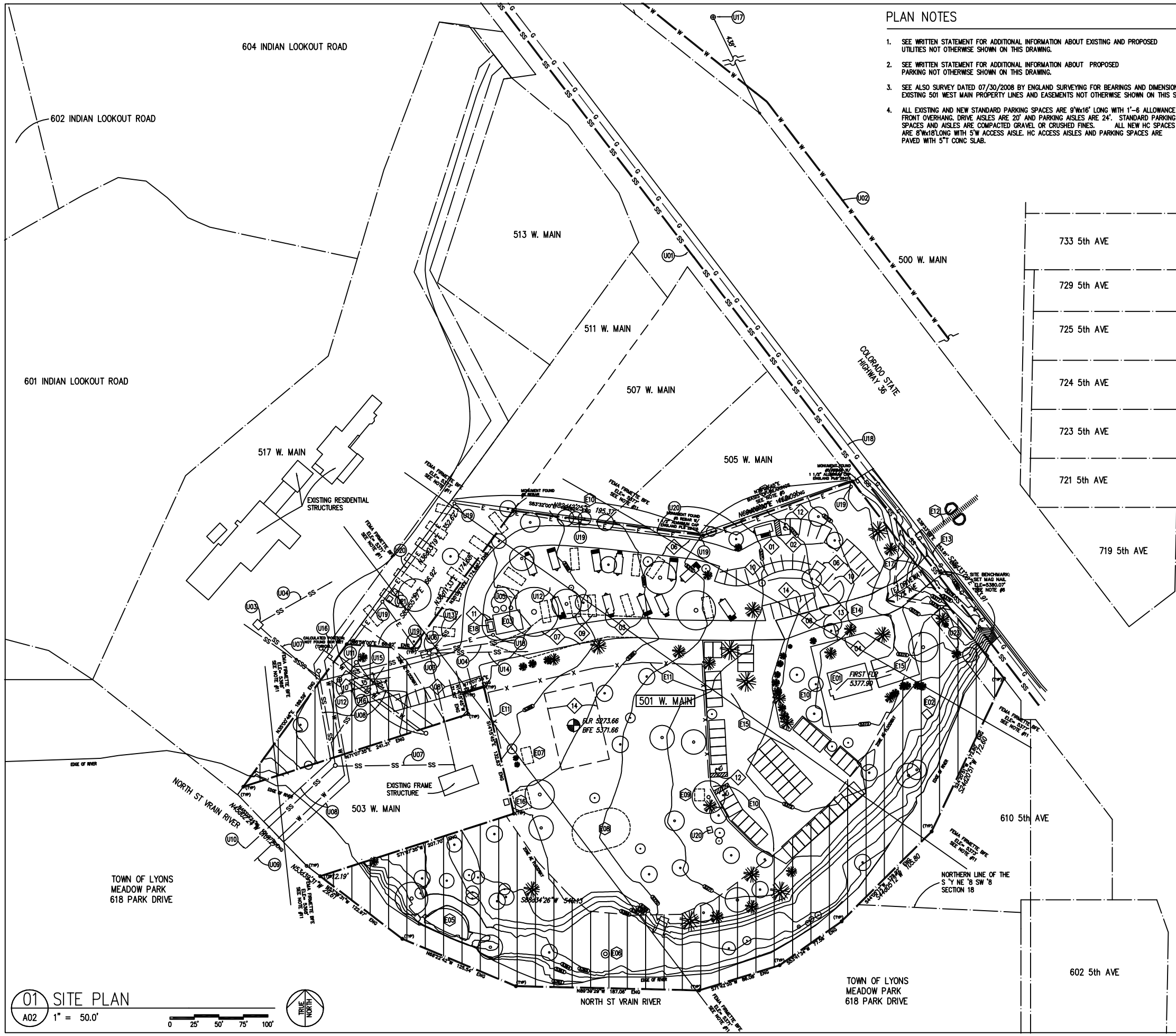
Figure 2 – Development Site Plan



01 SITE PLAN
A02 1" = 50.0'

0 25' 50' 75' 100'

PLAN NOTES

1. SEE WRITTEN STATEMENT FOR ADDITIONAL INFORMATION ABOUT EXISTING AND PROPOSED UTILITIES NOT OTHERWISE SHOWN ON THIS DRAWING.
2. SEE WRITTEN STATEMENT FOR ADDITIONAL INFORMATION ABOUT PROPOSED PARKING NOT OTHERWISE SHOWN ON THIS DRAWING.
3. SEE ALSO SURVEY DATED 07/30/2008 BY ENGLAND SURVEYING FOR BEARINGS AND DIMENSIONS OF EXISTING 501 WEST MAIN PROPERTY LINES AND EASEMENTS NOT OTHERWISE SHOWN ON THIS SHEET.
4. ALL EXISTING AND NEW STANDARD PARKING SPACES ARE 9'Wx16' LONG WITH 1'-6 ALLOWANCE FOR FRONT OVERHANG. DRIVE AISLES ARE 20' AND PARKING AISLES ARE 24'. STANDARD PARKING SPACES AND AISLES ARE COMPACTED GRAVEL OR CRUSHED FINES. ALL NEW HC SPACES ARE 8'Wx18'LONG WITH 5'W ACCESS AISLE. HC ACCESS AISLES AND PARKING SPACES ARE PAVED WITH 5"T CONC SLAB.

EXISTING IMPROVEMENTS

- E01 ONE STORY STONE/FRAME RESIDENCE
- E02 CONCRETE BLOCK PUMP HOUSE
- E03 CONCRETE BLOCK UTILITY BUILDING
- E04 NOT USED
- E05 SANDSTONE PATIO
- E06 FIRE PIT
- E07 MOBILE TOILET TRAILER
- E08 40' x 60' CANOPY TENT (SEASONAL USE)
- E09 10' x 16' "GLAMPING" TENT (SEASONAL USE)
- E10 6'H CEDAR PICKET SCREEN FENCE
- E11 3'H SPLIT RAIL FENCE
- E12 PEDESTRIAN CROSSWALK / CURBED MEDIAN
- E13 24'W x 8' DEEP CONCRETE APRON WITH SIDEWALK EXTENSION AT TOP OF RAMP. STOP PLATFORM GRADE = 1.5% MAX
- E14 20'W ASPHALT DRIVEWAY
- E15 MIXED TURF AND GRAVEL PARKING AREA – SEE PLAN NOTES
- E16 16' x 20' CATERING TENT (SEASONAL USE)
- E17 EXISTING SIGN TO BE RELOCATED TO NORTH SIDE OF DRIVEWAY – SEE PHOTO "O". LOCATE SIGN OUTSIDE OF VISION TRIANGLE.
- E18 TRASH DUMPSTER LOCATION

DEMOLITION

- D01 REMOVE EXISTING 6'H SCREEN FENCING ON PROPERTY LINE
- D02 REMOVE EXISTING TREE AS REQUIRED

PROPOSED IMPROVEMENTS — PHASE

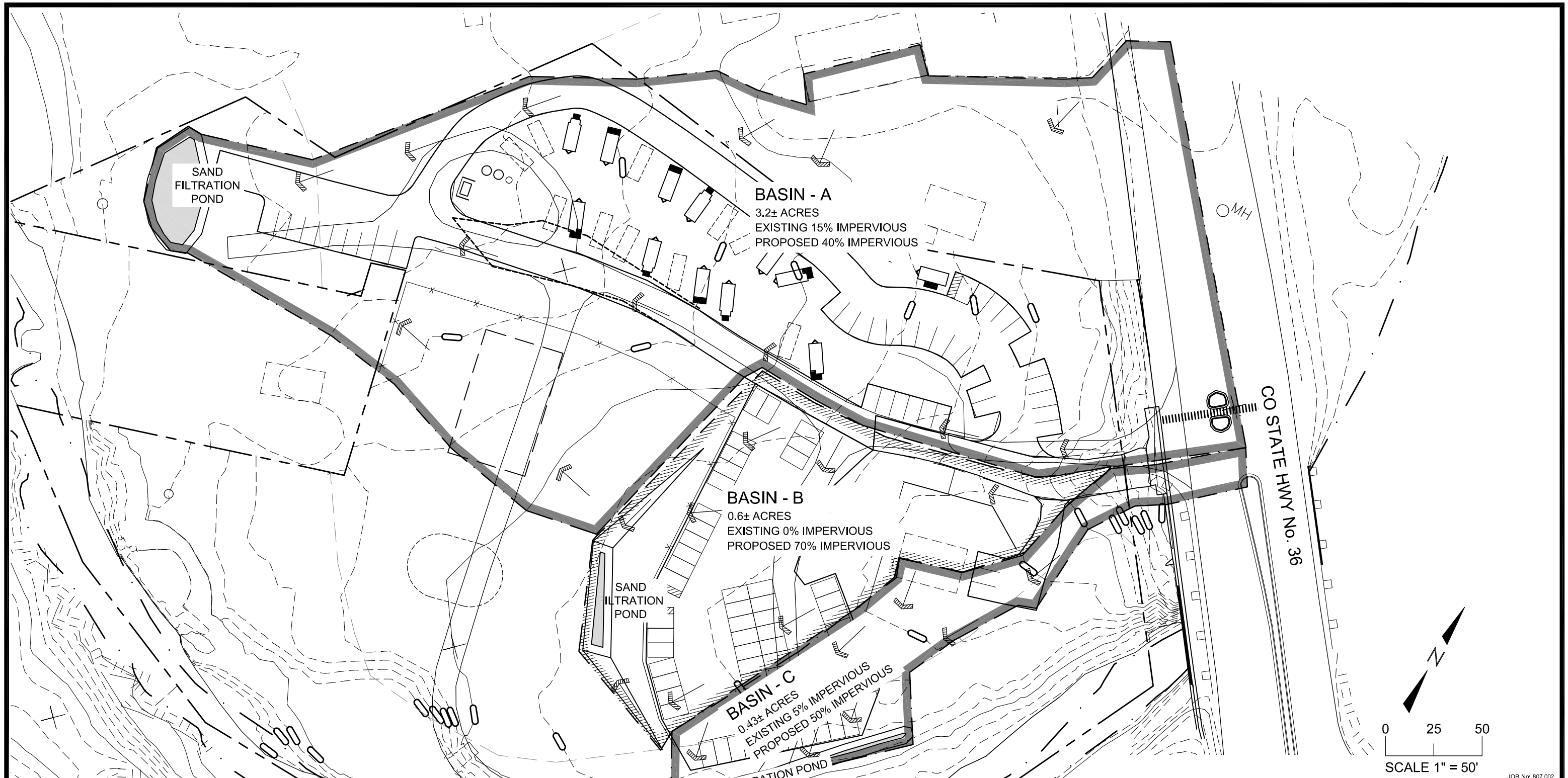
01	TINY HOME OFFICE	PHASE 1
02	NEW GRAVEL PARKING FOR TINY HOME CHECK-IN [5 SPACES]	PHASE 1
03	TINY HOMES – 11 UNITS (TYPICAL)	PHASE 1
04	NEW 6'H CEDAR PICKET SCREEN FENCING	PHASE 1
05	REMODEL EXISTING GRAVEL ROAD TO 20'W – MIN INSIDE RADIUS = 20'	PHASE 1
06	NEW 20'W GRAVEL ROAD – MIN INSIDE RADIUS = 20'	PHASE 1
07	REMODEL EXISTING GRAVEL DRIVEWAY FOR VENDOR PARKING	PHASE 1
08	NEW SECURITY GATE WITH NOX-BOX FOR EMERGENCY ACCESS	PHASE 1
09	TINY HOMES – 10 UNITS (TYPICAL)	PHASE 2
10	ADDITIONAL GRAVEL PARKING FOR TINY HOMES – SEE PLAN NOTES	PHASE 2
11	NEW 6'H x 8'L CEDAR PICKET FENCE SCREEN WALLS AND 5" CONC SLAB AT TRASH DUMPSTER	PHASE 2
12	HARD PAVED HC PARKING SPACE – SEE ALSO PLAN NOTES	PHASE 2
13	NEW SPLIT RAIL FENCING	PHASE 2
14	ADDITIONAL PARKING SPACES FOR EVENTS	PHASE 2
15	NEW 4,000 SF ONE STORY ENCLOSED PAVILION STRUCTURE WITH PERMANENT TOILET FACILITIES – MOBILE TOILET TRAILER TO BE REMOVED WHEN COMPLETE	PHASE 3

UTILITIES

- U01 EXISTING SEWER MAIN
- U02 EXISTING WATER MAIN
- U03 EXISTING SEWER LIFT STATION TO BE ABANDONED
- U04 EXISTING SEWER EJECTION LINE TO BE ABANDONED
- U05 TEMPORARY POTABLE WATER STORAGE TANKS AND PRESSURIZATION SYSTEM TO BE REMOVED WHEN MUNICIPAL WATER SERVICE IS AVAILABLE
- U06 REMOVE EXISTING SEWER LIFT STATION VAULT AND INSTALL NEW MANHOLE. TIE EXISTING 4" SEWER SERVICE LINE FROM (E) HOUSE AND 6" SEWER SERVICE LINE FROM TINY HOMES TO NEW MANHOLE.
- U07 NEW 4" SANITARY SERVICE LINE. INTERCEPT EXISTING LINE AND EXTEND TO NEW PUBLIC MANHOLE.
- U08 NEW PUBLIC UTILITY EASEMENT
- U09 NEW MUNICIPAL 12" WATER TRANSMISSION LINE
- U10 NEW MUNICIPAL 8" SANITARY SEWER MAIN
- U11 NEW 8" WATER MAIN
- U12 NEW FIRE HYDRANT LOCATION
- U13 NEW 6" SANITARY SERVICE LINE TO TINY HOMES
- U14 EXISTING 4" SANITARY SERVICE LINE TO 501 RESIDENCE. INTERCEPT AND TIE TO NEW PRIVATE MANHOLE.
- U15 NEW 2.5" PHYSICAL WATER TAP W/ COIL REDUCER TO 1" SERVICE LINE AND METER
- U16 NEW "F" WATER TAP AND METER
- U17 EXISTING FIRE HYDRANT XXX' FROM THIS LOCATION NEAR ENTRANCE GATE TO FESTIVAL GROUNDS
- U18 NATURAL GAS MAIN
- U19 POWER POLE
- U20 OVERHEAD POWER LINE
- U21 TRANSFORMER
- U22 QUEST PEDESTAL
- U23 PERPETUAL UTILITY EASEMENT

FIGURE 2

Figure 3 – Drainage Basins



JOB No: 807.002

FIGURE 3
DRAINAGE BASINS

DRAWN BY: MST/JLR
DATE: 4/01/16
FILE: M:\CES_Jobs\807_002_River Bend\Drainage\Figure-3.dwg

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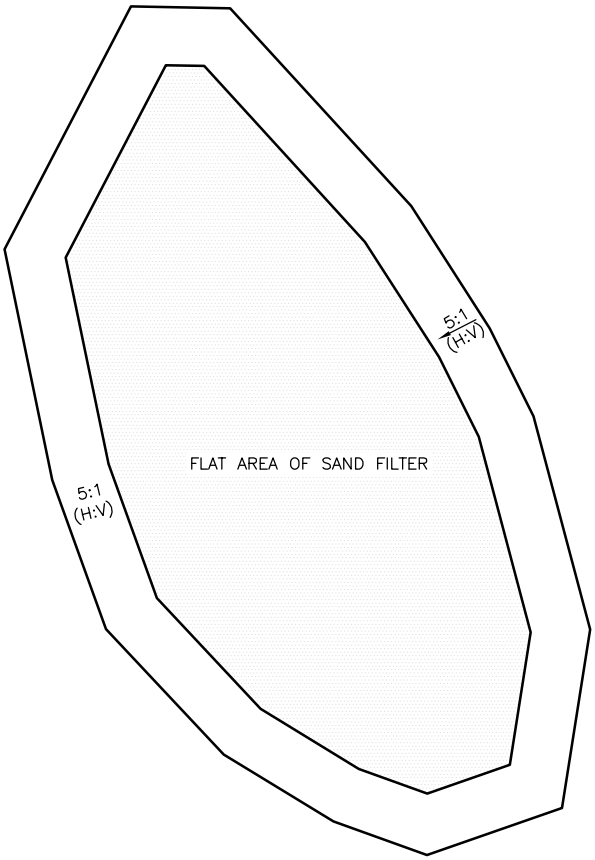
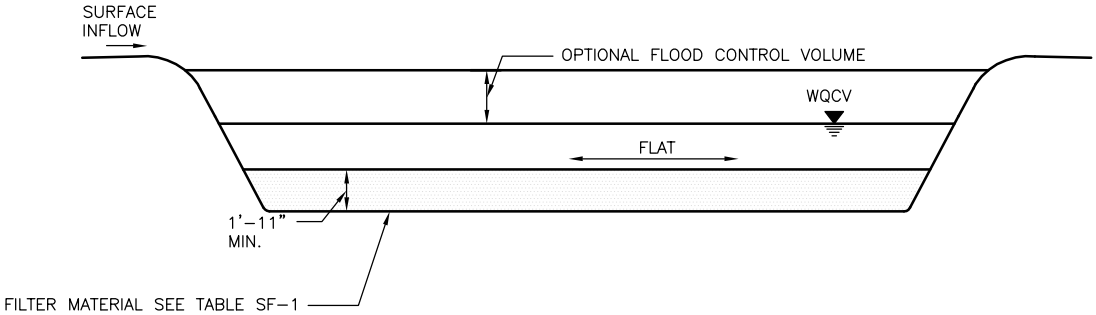
Figure 4 – Basin A
Sand Filter Plan & Profile



PLAN
NTS



PROFILE
NTS

SAND FILTER PLAN, PROFILE
AND SECTION

JOB No: 807.002

BASIN - A
3.2± ACRES
EXISTING 15% IMPERVIOUS
PROPOSED 40% IMPERVIOUS

FIGURE 4
BASIN A
SAND FILTER PLAN,
PROFILE AND SECTION

BY: MST DATE: 03/30/2016

FILE: M:\807_002\Drainage\Figure 4 Sand Filtration.dwg

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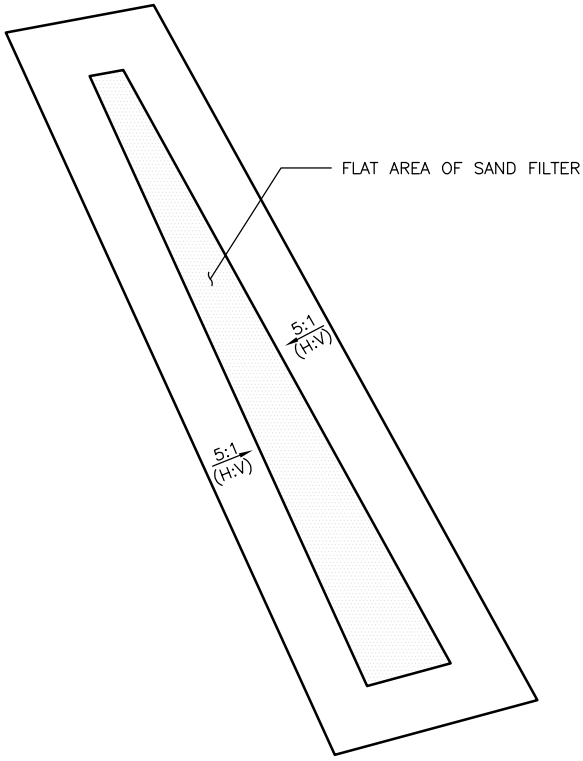
Figure 5 – Basin B
Sand Filter Plan & Profile



PLAN
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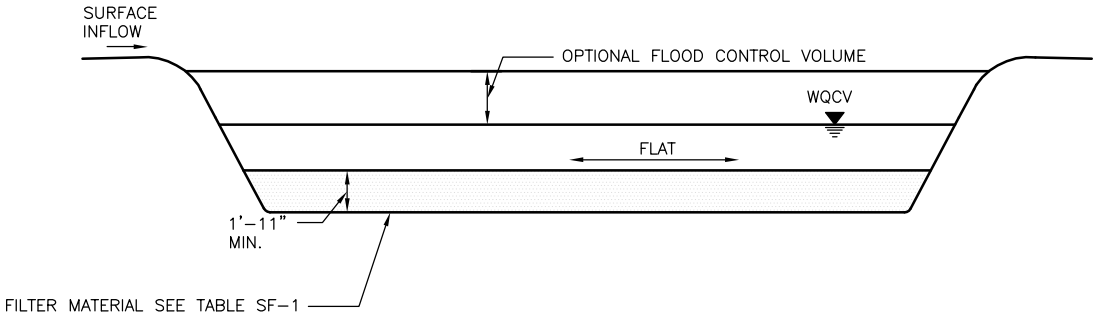

PROFILE
NTS

SAND FILTER PLAN, PROFILE AND SECTION

JOB No: 807.002

BASIN - B

0.6± ACRES
EXISTING 0% IMPERVIOUS
PROPOSED 70% IMPERVIOUS

FIGURE 5
BASIN B
SAND FILTER PLAN, PROFILE AND SECTION

BY: MST DATE: 03/30/2016

FILE: M:\807_002\Drainage\Figure 4 Sand Filtration.dwg

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1692 BIG THOMPSON AVE, SUITE 200, ESTES PARK, CO 80517
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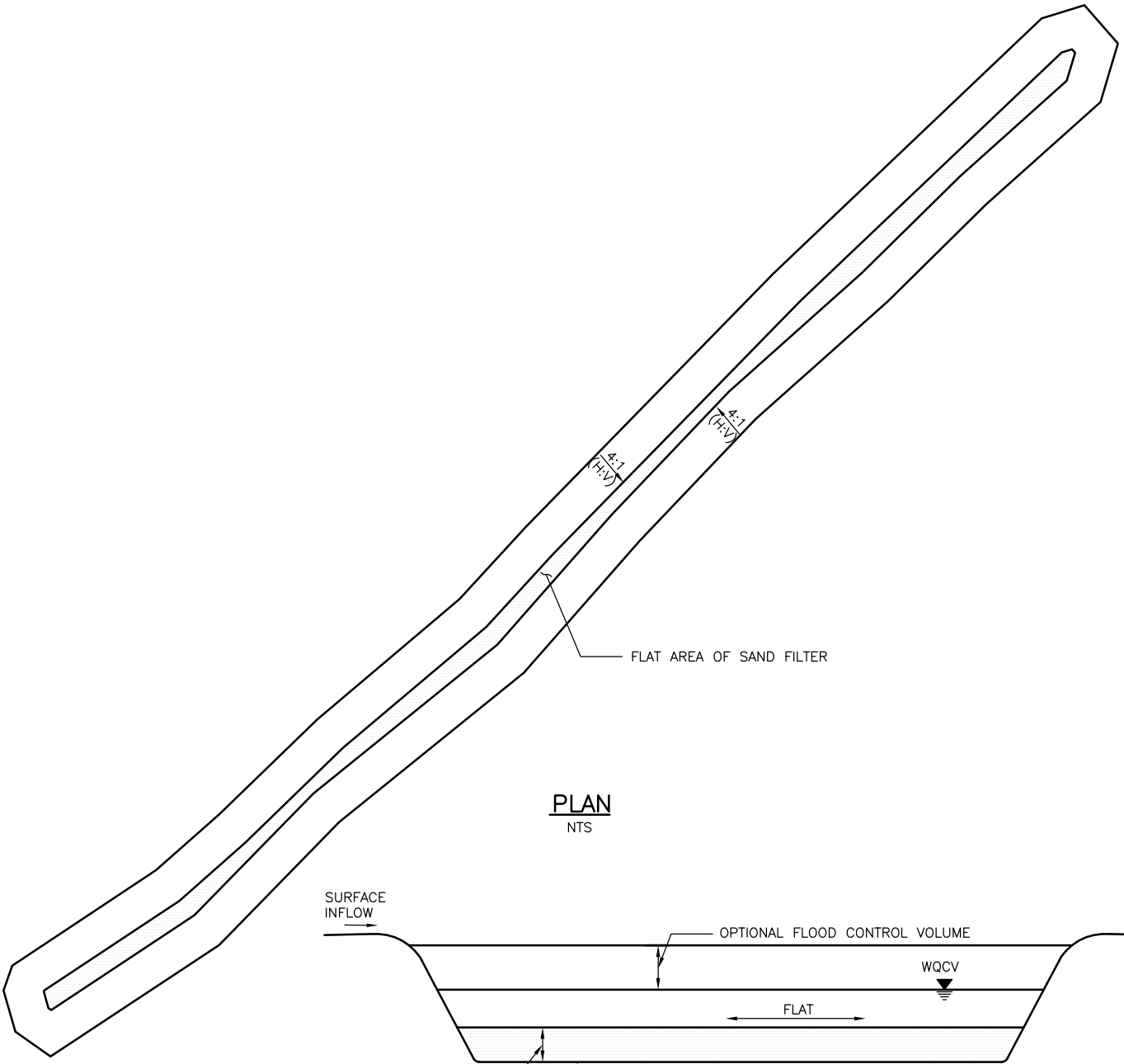
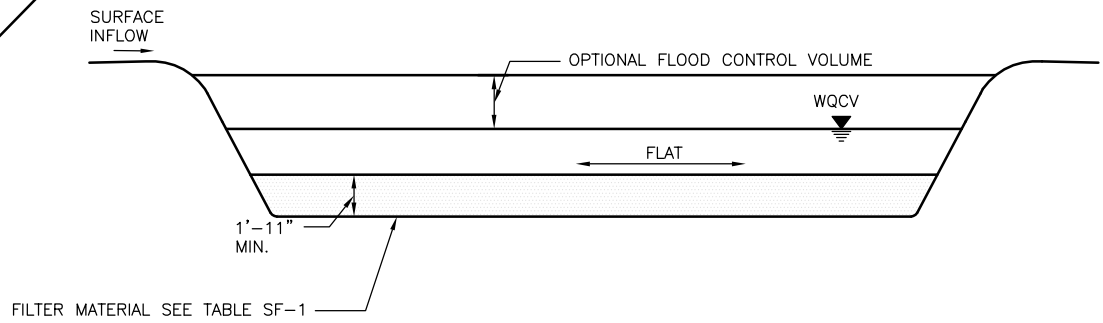
Figure 6 – Basin C
Sand Filter Plan & Profile



PLAN
NTS



PROFILE
NTS

SAND FILTER PLAN, PROFILE
AND SECTION

JOB No: 807.002

BASIN - C
0.43± ACRES
EXISTING 5% IMPERVIOUS
PROPOSED 50% IMPERVIOUS

FIGURE 6
BASIN C
SAND FILTER PLAN,
PROFILE AND SECTION

BY: MST DATE: 03/30/2016

FILE: M:\807_002\Drainage\Figure 4 Sand Filtration.dwg

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1692 BIG THOMPSON AVE, SUITE 200, ESTES PARK, CO 80517
PH: (970) 586-2458 FAX: (970) 586-2459

River Bend PUD with Zoning Amendment
501 West Main Street
Lyons, Colorado
PRELIMINARY PUD PLAN

PROJECT AREA
5.646 Acres (Property), 5.973 Acres (Proposed PUD-C Zone District)

PROJECT CONTACT INFO

Owner:	Lyons Properties LLC	[Mike Whipp]	PO Box 312	Lyons, CO 80540	(303) 823-9751
Planner:	JM Associates Inc.	[Jerry Moore]	PO Box 18390	Boulder, CO 80308	(303) 449-1887
Surveyor:	Green Mountain Surveying	[Sam Knight]	1195 Edinboro Dr	Boulder, CO 80305	(303) 601-8588
Civil:	Cornerstone Engineering	[Mike Todd]	1692 Big Thompson Ave	Estes Park, CO 80517	(970) 586-2458

PROJECT INTENT
In the long term (5-15 years) Lyons Properties LLC intends on developing a boutique hotel on the subject property which would include: approximately 50 guest lodging rooms, associated residential condominiums, membership based recreation and fitness facilities, restaurant, and ancillary guest convenience retail shopping. Our first steps down this road have included discussion with consultants experienced in development and management of hospitality projects of this nature. This PUD and Zoning Amendment is the next logical step toward this goal. In addition to providing increased economic and community benefit to the Town of Lyons, our currently proposed combination of Tiny Home lodging coupled with hosting of private and community based events will allow us to gauge the viablity of our ultimate plan for the River Bend property.

PUD with ZONING AMENDMENT
The Owner requests amendment of the existing R-2 zoning on the Property to PUD-C (Commercial). The PUD would require an amendment approved by both the PCDC and the BOT to add a use not specifically included in the following permitted principal and accessory uses :

1. Accessory building or use.
2. Single family residence in existing residential structure on the Property
3. Automobile sales use, subject to the following conditions:
   a. Sales shall be strictly limited to the twenty two (22) proposed RV's located on the Site
   b. Sales shall be incidental and accessory to the other principal uses approved herewith.
4. Bed and breakfast.
5. Campground use, subject to the following conditions:
   a. Any recreational vehicle used for short term lodging or office use on the Site shall:
      i. Be fully licensed and ready for highway use. "Ready for highway use" means that it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additons.
      ii. Occupancy for any individual term of lodging shall not exceed thirty (30) days.
   b. Tent camping use shall be restricted to Special Events for a total of three (3) weekend tent camping events per year, each operating on the following schedule: Thu – camper arrival and setup; Fri through Sun – festivating; and, Mon – breakdown, cleanup and camper departure.
6. Event center, small use, subject to the following conditions:
   a. Outdoor music performed by live entertainment at events shall not include amplified instruments. Horns or percussion are not allowed. Woodwinds (e.g clarinets, flutes, etc. are allowed. One vocalist may use a microphone with amplification.
   b. Outdoor Disc Jockey (DJ) style performance of amplified recorded music is not allowed.
   c. Outdoor weddings:
      i. During wedding ceremonies: the officiant and other members of wedding parties may use a microphone with amplification for readings, vows. Low level amplified recorded music or unamplified acoustic instruments only are allowed during the ceremony with one vocalist using a microphone with amplification. Wedding ceremonies are to be concluded no later than 5:30 pm.
      ii. During cocktail hour and dinner: unamplified acoustic only instrumental music is allowed. The officiant and other members of wedding parties may use a microphone with amplification for toasts and announcements.
      iii. After dinner music: unamplified acoustic only instruments are allowed with one vocalist using a microphone with amplification.
   d. All music shall end by 10:00 pm.
   e. Outdoor low level amplified recorded music, vocals, and public address system announcements, or any other noise generated at any wedding or other special event conducted on the property shall be carefully limited to the minimum functional sound level. All uses conducted at River Bend shall also comply with the noise restrictions set forth in Sec. 10-11-10 Unreasonable Noise of the Lyons Municipal Code as it may be amended from time to time. The Applicant or any person or entity holding a function on the subject property shall immediately reduce or eliminate any amplified or other sounds when instructed to do so by a member of the Boulder County Sheriff's Office, other law enforcement or emergency services personnel or member of Town Staff.
7. Gallery.
8. Hotel or motel.
9. Parking garage or lot.
10. Personal and business service shop.
11. Professional office.
12. Recreational facility.
13. Restaurant, bar or other eating and drinking place.
14. Retail Establishment

The proposed PUD-C district would incorporate the following dimensional standards:

1. Minimum setbacks:
   a. Front yard - twenty-five (25) feet
   b. Side yard - ten (10) feet
   c. Rear yard – twenty-five (25) feet
2. Maximum building height:: forty (40) feet

The PUD would allow for construction of a maximum 4,000 sf single story enclosed Pavilion Structure along with associated site improvements which would require development review approval by the Town of Lyons Planning and Community Development Commission and subject to ratification of this approval by the Town of Lyons Board of Trustees prior to building permit submittal. Construction of the Pavilion Structure would result in removal of the Mobile Restroom Trailer from the Property. Should the Pavilion construction be delayed beyond 5 years from the approval date of this PUD, the Applicant agrees to remove the Restroom trailer and replace its functionality with a permanent Restroom Structure as noted on the accompanying Site Plan. The development approval process for construction of the Restroom Structure would require the process noted above for the Pavilion Structure.

The PUD-C zone district includes waivers / variances from the Town of Lyons development standards as listed below. Other variances may be requested with subsequent review of final design construction documents of the Project and will be processed in accordance with the Town Code as it relates to those specific items.

1. Access roads must be designed and installed to support traffic loads and the fire protection apparatus equipment requirements of the International Fire Code and the Lyons Fire Protection District. A study prepared by a licensed Geotechnical Engineer must be submitted presenting the required preparation of sub-grades, pavement type and pavement thickness for any fire department and town access road. All roads must have an all weather surface and avoid excessive dust. It is the Applicant's intent to maintain the historic rural park-like character of the Site and to follow the Town's example in their redevelopment of Meadow Park. Water quality runoff from roadways shall be accomplished with standard methods and techniques that can be implemented into the Site design. The Applicant requests a waver of the Town's requirement for hard paving of roads and parking areas, subject to the Town Engineer's review and approval of the specifications and engineering design for proposed drainage, water quality control and paving on the Site.

2. All existing outdoor lighting fixtures that are not cut-off / downcast shielded luminaires shall be immediately replaced with code compliant shielded fixtures, excepting light bulb strings used for minimal decorative, safety and security lighting in event production and camping areas. All of new outdoor lighting fixtures shall be cut-off / downcast shielded luminaires and shall require submission and approval of a photometric lighting plan that depicts the distribution of lighting and fixture types and locations and show any impacts on adjacent properties.

3. The Lyons Municipal Code requires separate sewer service lines for the different uses on the property: Single Family Residence; Tiny Homes; and, Event Production. In order to accommodate this requirement, the Applicant requests a waiver allowing construction of a private 8" sewer main to which these three separate services would connect. The proposed private sewer main would connect to the 8" public sewer main at its terminal manhole. The private sewer main would be constructed to the Town of Lyons standards but would be the responsibility of the property owner.

PROJECT STATISTICS

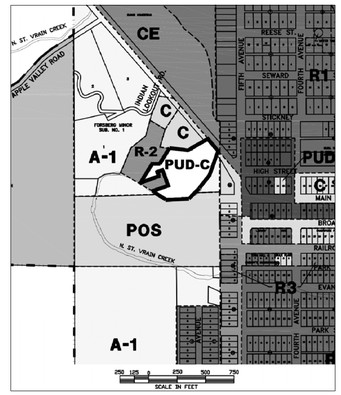
	Photo	Status	Proposed Use	Flr Area	Parking				Ftprint	Ht	Setback [1]	BR	D.U.	Seats
501 West Main				sf	Req	Std	HC	Van	sf	ft	ft			
Primary Dwelling	A	Existing	Single Family Res	1,140	2	3			1,423	20	103	2	1	
Pump House		Existing	Storage	10	0				10	5	49			
Service Bldg	B	Existing	Storage	562	0				562	9	46			
Canopy Tent	C	Proposed	Event Production	2,056	[4] 30	59	2	1	2,056	24	140			[3] 180
Glamping Tent	D	Proposed	Event Production	160	0				160	12	180			
Catering Tent	E	Proposed	Event Production	320	[5] 5	8			320	18	5			
Restroom Trailer	F	Proposed	Event Production	167	0				167	10	25			
Pavilion (Future)		Proposed	Event Production	4,000	[3]				4,000	32	60			[3]
Tiny Homes (21)	G/H	Proposed	Accomodations	4,200	21	20	1		2,400	13	25	21	21	
Tiny Homes Office		Proposed	Office	200	1	1			200	13	15			
Property TOTAL				***12,815***	***59***	***90***	***3***	***1***	***11,298***			***23***	***22***	***180***
Net developable land area per potential guest room: 245,926/23 = 10,694 sf														

Note: [1] Setbacks are measured from point of structure nearest to an external property line.
[2] Owner requests allowing residential use to continue in these structures until converted to lodging
[3] Canopy Tent and Pavilion would not be occupied simultaneously
[4] Required parking based on Institutional, Church, Club use: 1 space per 6 seats
[5] Required parking based on 1 space per staff member

SITE COVERAGE DATA

	Footprint	Paving		Landscape		River	Lot Subtotal
		Impervious	Permeable	Turf	Native		
501 West Main	11,298	3,949	49,479	143,789	32,760	15,651	245,926
SUBTOTAL	***11,298***	***3,949***	***49,479***	***143,789***	***32,760***	***15,651***	***245,926***
Coverage Ratios	*4.59%*	*1.61%*	*20.12%*	*58.47%*	*13.32%*	*6.36%*	*100.00%*
SITE TOTAL							***5.646 Ac***

UTILITIES
501 W. Main is currently served by municipal sanitary sewer service via a private lift station that ejects via 4" lines to the pressurized main running parallel to the west side of Highway 36. As part of the proposed improvements, and in cooperation with the Town's redevelopment of Meadow Park, the Project proposes to connect to a new gravity flow sewer sanitary main extending through Meadow Park and crossing the North St. Vrain onto the 501 W. Main property. In addition to allowing abandonment of the lift station, further extension of this main could potentially serve neighboring properties that front Highway 36. At a minimum, we would request: a 4" sewer service connection to this new main to serve the existing 501 W. Main residence; a 6" sewer service for the proposed 21 Tiny Homes and one Office trailer; and, a 4" sewer service for Event Production operations (Mobile Restroom Trailer and future Pavilion Structure with restroom facilities). The property currently relies on treated well water for irrigation and potable water. This was supplemented in 2015 with a private "delivered" water system with onsite tanks and pressurization that is adequate but not ideal.



Vicinity Map

SHEET INDEX

A00 Cover Sheet
A01 Zoning Amendment Map
A02 Site Plan
Survey

UTILITIES (continued)
We're aware and supportive of the Town's interest in extending a new 12" transmission line through the property along with an associated short section of 8" water main terminating at a new fire hydrant. As part of this we request: a 1" water service to provide potable water serving: the existing residence; (21) Tiny Homes; (1) Office trailer and the Mobile Restroom Trailer. Upon construction of the enclosed Pavilion Structure, the mobile restroom trailer will be removed and the associated water service line will be rerouted to serve the toilet facilities in the Pavilion. Irrigation will remain well fed. Natural gas currently serves the Property and no expansion is required. Onsite electrical service can adequately serve including the Phase 1 and Phase 2 additions of Tiny Homes. The Applicant acknowledges that backflow devices may be required by the Town of Lyons upon connection to the potable water system. The existing Utility Building requires no water or sewer service connections.

ACCESSIBILITY
Most of the Site is relatively flat and manageable for patrons with disabilities. The steepest areas occur near the banks of the North St. Vrain. Ramps with ADA compliant slopes provide access to activity centers in these areas (Fire Pit, Stone Patio). The Restroom Trailer is accessibility compliant. There are currently no regulations in effect in Colorado for accessibility to recreational vehicles or campgrounds. In spite of the absence of standards, the Tiny Home operator, Wee Casa LLC, has done extensive research on this matter and is working with their manufacturer to develop to include accommodations suitable for their disabled guests. Prior to completion of Phase 2, we will hard pave accessible parking spaces and adjacent access aisleways at the locations shown on Sheet A02.

GRADING & DRAINAGE
In the aftermath of the 2013 flood, substantial effort was expended on restoring the topography and landscape of the Property to a much better condition than it was pre-flood. The current Project does not propose any additional grading. In addition, the loss of 30+ mobile homes and gain of 20 tiny homes coupled with addition of more turf area results in a substantially large ratio of permeable paving and landscaping (78%). A Drainage Report for this Site is required prior to final PCDC action on the PUD. The drainage report to be provided by the applicant to the Town should assume an undeveloped site as the baseline condition for calculation of developed flows, etc. The report should identify flow patterns and splits with related calculated volumes with the basic objective of adequately addressing water quality concerns for drainage discharge into the river or to adjacent properties, (but possibly no: detention to control the rate of discharge, depending on the outcome of the study calculations). No damage to neighboring private properties must also be demonstrated. This report should directly address erosion control and water quality management for drainage off of the unpaved roads and parking. It is expected this can be accomplished without any fill in the floodway or flood plain or proper studies will be needed to demonstrate this would be acceptable.

EMERGENCY RESPONSE
The applicant must implement and maintain a current numbering system for the Tiny Homes and a map of the layout showing the temporary numbers and the layout of the units to facilitate emergency response.

The applicant must maintain a Storm Emergency Plan with a procedure to move RV's with or without tow vehicle at the ready to high ground during flooding or high water. The Plan should include:

a. Enough land/space for a temporary storage area to move and park the vehicles;
b. Permission to use or lease, or ownership of the land;
c. Personnel and Vehicles dedicated and available (qualified drivers) to move RV's on short notice;
d. A primary and secondary route to efficiently move the RV's to high ground temporary storage, both routes avoiding other flood situations;
e. A method to determine the priority of vehicle movement; and,
f. The monitoring of inclement weather conditions.

FIRE PROTECTION
No fire hydrants currently exist on the Property. As a part of the installation of a municipal water transmission line through the site, a new fire hydrant will be installed in the new public utility easement in the northwest corner of the Site adjacent to the proposed alignment of the water line (see Sheet A02). A new proposed security gate west of the main entry to the property will include a NOX box for emergency access. Upon completion of work in Phase 2 a 20' wide loop road around the Tiny Home Village will allow for emergency vehicle turn around without backup. A hammerhead extension of the driveway in the vicinity of the proposed fire hydrant provides backup access by emergency vehicles.

SIGNAGE
A single non-illuminated sign with an approximately 4' wide x 3' high face is located on the south side of the main entrance from Highway 36. Prior to completion of Phase 2, we plan on moving it to the north side of the entry (outside of the sight triangle).

TRAFFIC
Included as an attachment to this submittal is a copy of the documentation which we submitted to CDOT for issuance of an access permit which the Town required before approving the Temporary Special Use Permit under which we've been operating since June 2014. CDOT issued the access permit based on the estimated trips associated with the same scope and intensity of uses that are requested as part of this PUD with Zoning Amendment. The Applicant must provide a copy of a CDOT access permit prior to recordation of the PUD.

PEDESTRIAN CONNECTION
The area along Colorado Highway 36 northwest of the existing entry to the Site will be rough graded to form a bench for a future sidewalk along the CDOT highway frontage. The platform will accommodate future extension of a concrete sidewalk equivalent in width to the existing sidewalk in this area. The grading will require vertical extension of an existing utility manhole and water valve in the vicinity. The current pedestrian connection to the Site occurs via the existing driveway.

PROJECT PHASING
Construction of Phase 1 of the Project will commence immediately upon approval of this PUD with Zoning Amendment. We anticipate completion of Phase 1 improvements by mid May 2016, however if the final approval of the PUD occurs after May 1, 2016, completion of Phase 1 improvements may be delayed until November 30, 2016. We anticipate completion of Phase 2 improvements by mid May 2017, however, completion of this phase is subject to availability of water and sewer service from the Town of Lyons (see UTILITIES below). Phase 3 (Pavilion or Restroom Structure) timing would be based on necessity but would occur no sooner than mid May 2018. Please refer to Sheet A02 of this submittal for an outline of proposed improvements by Phase.

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SW ¼ OF SECTION 18, T3N, R70W OF THE 6TH P.M., TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO. BEARINGS ARE BASED ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18 AND ASSUMED AS BEARING N00°00'45"E, WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C. 1/4 OF SAID SECTION 18;
THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, S00°00'45"W, 431.90 FEET TO A POINT ON THE SOUTH LINE OF THE R.O.W. OF STATE HIGHWAY NO. 66 (AKA HIGHWAY 36);
THENCE LEAVING SAID NORTH-SOUTH CENTERLINE AND ALONG SAID SOUTH R.O.W., N38°33'00"W, 28.98 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE CENTERLINE OF NORTH ST. VRAIN RIVER;
THENCE ALONG THE CENTERLINE OF SAID NORTH ST. VRAIN RIVER, THE FOLLOWING 7; CALLS:
S24°20'51"W, 172.60 FEET;
S44°05'12"W, 129.92 FEET;
S53°41'34"W, 77.56 FEET;
S71°42'55"W, 86.06 FEET;
N89°39'29"W, 187.06 FEET,
N68°22'42"W, 125.54 FEET;
N53°39'31"W, 122.97 FEET;
THENCE LEAVING SAID CENTERLINE, N71°07'35"E, 207.70 FEET;
THENCE N14°15'45"W, 132.83 FEET;
THENCE S71°07'35"W, 22.00 FEET;
THENCE S14°15'45"E, 21.50 FEET;
THENCE S71°07'35"W, 241.31 FEET;
THENCE N35°00'49"E, 189.59 FEET;
THENCE S86°58'00"E, 66.92 FEET;
THENCE N35°09'00"E, 174.68 FEET;
THENCE S83°32'00"E, 195.62 FEET;
THENCE N69°08'00"E, 162.09 FEET TO A POINT ON SAID SOUTH R.O.W. OF STATE HIGHWAY NO. 66 (AKA: HIGHWAY 36);
THENCE ALONG SAID SOUTH R.O.W., S38°33'00"E, 253.91 FEET TO THE POINT OF BEGINNING, SAID PORTION OF LAND CONTANING 5.646 ACRES, MORE OR LESS.

BOARD OF TRUSTEES APPROVAL:

The Board of Trustees of the Town of Lyons, by Ordinance No._____ approved this PUD with Zoning Amendment for 501 West Main Street, Lyons, Colorado, on the _____ day of_____, 2016.

_____
Mayor or Mayor Pro Tem

ATTEST:

_____
Town Clerk (Town Seal)

OWNERSHIP SIGNATURE BLOCK:

By signature below, the owner acknowledges and accepts all the requirements and intent set forth in this PUD with Zoning Amendment for 501 West Main Street, Lyons, Colorado.

_____
Manager, Lyons Properties LLC

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

LIENHOLDER SUBORDINATION CERTIFICATE:

As a mortgagee or lienholder of certain real property addressed as 501 West Main, Lyons, Colorado, and recorded by the Boulder County Clerk at Reception No. _____, the undersigned hereby subordinates said lien to the terms, conditions and restrictions of this PUD with Zoning Amendment.

_____
Mortgagee/Lienholder:

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____.

Witness my hand and official seal.
My commission expires: _____

_____
Notary Public

SURVEYOR'S CERTIFICATE:

I, _____, do hereby certify that the survey of the boundary of 501 West Main Street, Lyons, Colorado was made under my supervision and the accompanying Zoning Amendment Map accurately represents said survey.

_____ (Land Surveyor's Seal]
Registered Land Surveyor

CLERK AND RECORDER CERTIFICATE:
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

I hereby certify that this instrument was filed in my office at _____ o'clock, _____.M., this _____.day _____, 2015 and

is duly recorded in Plan File _____ .

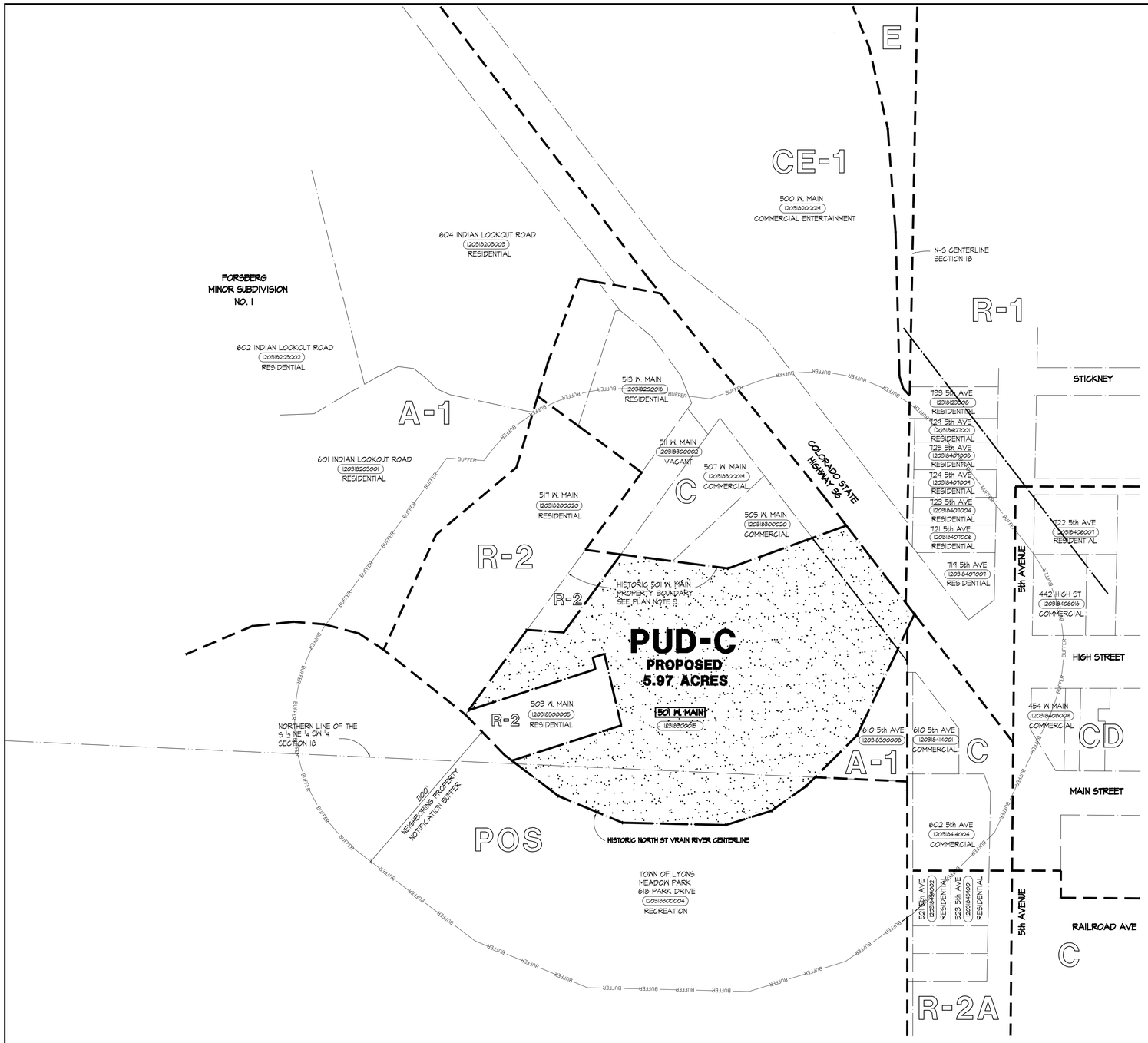
_____
County Clerk or Deputy County Clerk

JM Associates, Inc.
Architecture / Planning
PO Box 18390
Boulder, Colorado 80308
(303) 449-1887

River Bend PUD with Zoning Amendment
501 West Main
Lyons, Colorado

A00

09/09/16	PCDC PRELIM
04/01/16	PCDC FINAL
-	-



PLAN NOTES

1. THIS MAP IS ILLUSTRATIVE ONLY AND IS INTENDED FOR REVIEW AND COMMENT BY TOWN OF LYONS ADMINISTRATION, PLANNING AND COMMUNITY DEVELOPMENT COMMISSION, AND BOARD OF TRUSTEES. THE APPLICANT HAS ADDRESSED THE KEYNOTED ISSUES BELOW WITH TOWN STAFF AND, UPON CLARIFICATION AND RESOLUTION OF THEM, WILL SUBMIT FOR APPROVAL A FINAL ZONING AMENDMENT MAP FULLY COMPLIANT WITH THE REQUIREMENTS OF SECTION 16-15-30 (b) (5) OF THE TOWN OF LYONS MUNICIPAL CODE.

2. IN RECOGNITION OF THE AVULSIVE FLOOD EVENT WHICH OCCURRED IN SEPTEMBER 2013, THE APPLICANT AND THE TOWN OF LYONS HAVE ENTERED INTO A MEMORANDUM OF AGREEMENT DATED JANUARY 12, 2016, WHICH ADDRESSES A PROCESS TO ALIGN THE MUTUAL PROPERTY BOUNDARIES OF THE PARTIES IN A MANNER CONSISTENT WITH BEST SURVEYING PRACTICE AND REGULATORY STANDARDS OF THE STATE OF COLORADO AND BOULDER COUNTY.

3. THE PARCEL ADDRESSED AS 511 W MAIN REPRESENTS A CLAIM OF TITLE BY BARBARA AND HOWARD BEALL [PARCEL NUMBER 120318300002] CONVEYED BY A BOULDER COUNTY TREASURER'S DEED IN 1999 [RECEPTION NO. 2010140]. AS CURRENTLY INDICATED BY THE BOULDER COUNTY ASSESSOR'S MAPPING DATABASE, THIS PARCEL APPROXIMATES 0.56 ACRES IN SIZE AND SPANS THE BOUNDARY BETWEEN THE EXISTING R-2 ZONE DISTRICT AND THE ADJACENT C ZONE DISTRICT. THE GRANTING TREASURER'S DEED INDICATES THE ORIGINAL PARCEL SIZE AS 0.24 ACRES. THIS IS FURTHER SUPPORTED BY THE ASSESSOR'S ACCOUNT [R0050435] WHICH INDICATES A 0.25 ACRE CURRENT SIZE OF THE PARCEL, AS REDUCED FROM 0.29 ACRE BY THE 2006 TRANSFER OF 0.04 ACRE TO THE COLORADO DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL R.O.W. ALONG HWY 36. AT APPLICANT'S REQUEST THE BOULDER COUNTY TREASURER AND ASSESSOR OFFICES HAVE RECENTLY REVIEWED THE ACCOUNT FOR THIS PARCEL AND HAVE CONFIRMED THAT THE CORRECT SIZE OF THE PARCEL IS 0.25 ACRE. A PARCEL OF THIS AREA HAVING A WIDTH CORRESPONDING TO THE HWY 36 FRONTAGE WOULD EXTEND NO MORE THAT 200' SOUTHEAST OF THE HIGHWAY R.O.W., WELL SHORT OF THE NORTH BOUNDARY OF THE FORMER "RIVERBEND MOBILE HOME PARK". THE APPLICANT DISPUTES THE VALIDITY OF THE BEALL CLAIM AND IT'S EXTENSION OVERLAYING THE PROPERTY THAT HAS BEEN POSSESSED, OCCUPIED, MAINTAINED AND INDENTIFIED AS 501 W. MAIN FOR OVER 30 YEARS. NEVERTHELESS, BECAUSE OF THE LACK OF CLARITY IN TITLE CREATED BY THIS CLAIM, THE APPLICANT HAS EXCLUDED IT FROM THIS REZONING REQUEST, THUS RESULTING IN THE APPROXIMATELY 0.23 ACRE "ISLAND" REMNANT OF EXISTING R-2 ZONING AS SHOWN.

SHADED AREA INDICATES EXTENT OF THE EXISTING R-2 ZONE DISTRICT PROPOSED TO BE AMENDED TO PUD-C. THE PUD-C DISTRICT BOUNDARY ALIGNS WITH:
- DESIGNATED CENTERLINE OF COLORADO HIGHWAY 36;
- HISTORIC CENTERLINE OF THE NORTH ST. VRAIN RIVER;
- EXISTING ADJACENT PROPERTY LINES; AND,
- THE EXTENSIONS OF ADJACENT PROPERTY LINES TO THE NOTED R.O.W. CENTERLINES.

01 A01 ZONING AMENDMENT MAP

0 50' 100' 150' 200'

ILLUSTRATIVE

TRUE NORTH

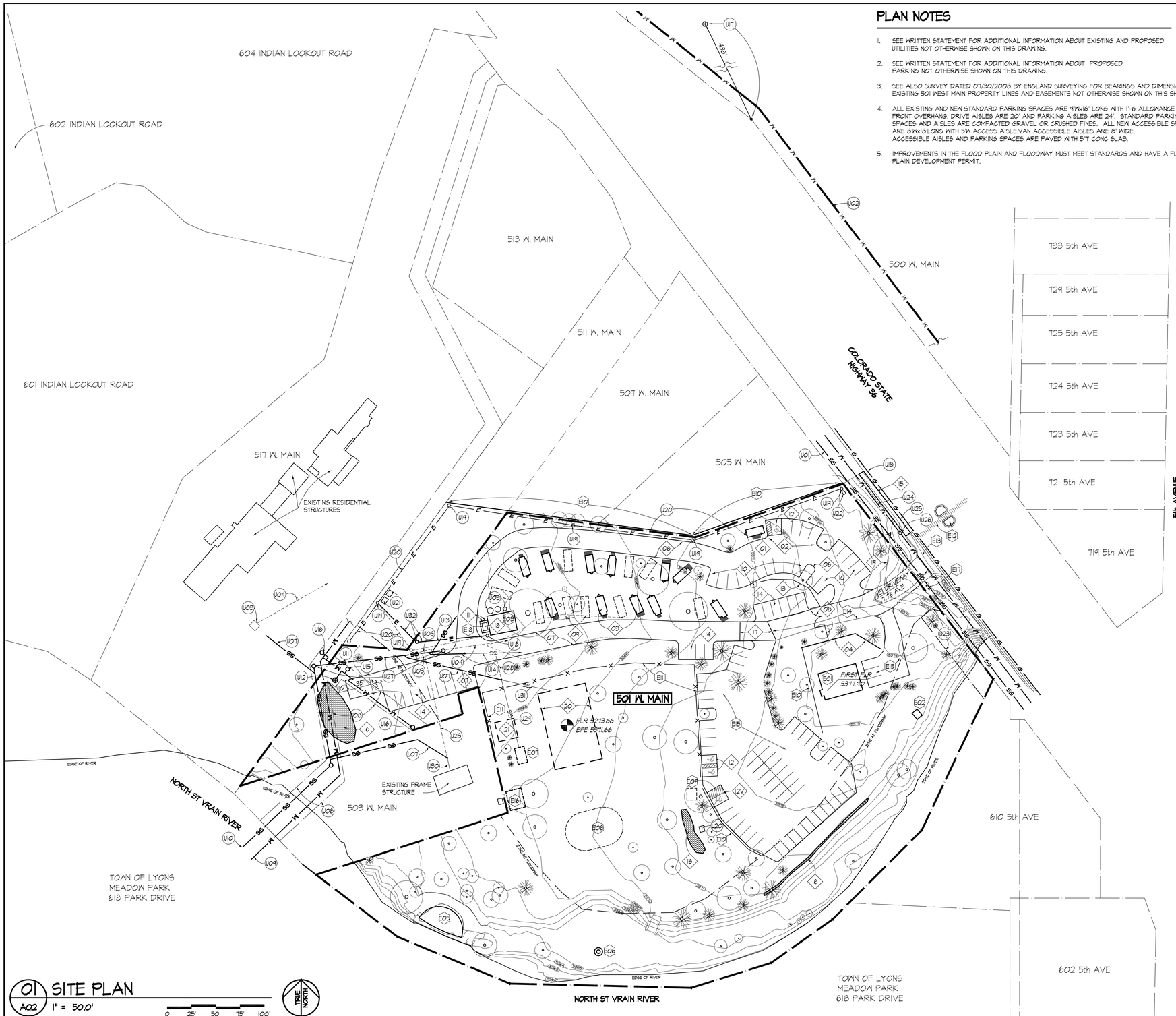
JM Associates, Inc.
Architecture / Planning
PO Box 18390
Boulder, Colorado 80308
(303) 449-1887

River Bend PUD with Zoning Amendment

501 West Main
Lyons, Colorado

A01

03/03/16	PCDC PRELIM
04/01/16	PCDC FINAL
-	-



01 A02 SITE PLAN

1" = 50.0'

0 25' 50' 75' 100'

PLAN NOTES

1. SEE WRITTEN STATEMENT FOR ADDITIONAL INFORMATION ABOUT EXISTING AND PROPOSED UTILITIES NOT OTHERWISE SHOWN ON THIS DRAWING.
2. SEE WRITTEN STATEMENT FOR ADDITIONAL INFORMATION ABOUT PROPOSED PARKING NOT OTHERWISE SHOWN ON THIS DRAWING.
3. SEE ALSO SURVEY DATED 07/30/2008 BY ENGLAND SURVEYING FOR BEARINGS AND DIMENSIONS OF EXISTING 501 WEST MAIN PROPERTY LINES AND EASEMENTS NOT OTHERWISE SHOWN ON THIS SHEET.
4. ALL EXISTING AND NEW STANDARD PARKING SPACES ARE 9'Wx16' LONG WITH 1'-6 ALLOWANCE FOR FRONT OVERHANG. DRIVE AISLES ARE 20' AND PARKING AISLES ARE 24'. STANDARD PARKING SPACES AND AISLES ARE COMPACTED GRAVEL OR CRUSHED FINES. ALL NEW ACCESSIBLE SPACES ARE 8'Wx18'LONG WITH 5'W ACCESS AISLE.VAN ACCESSIBLE AISLES ARE 8' WIDE. ACCESSIBLE AISLES AND PARKING SPACES ARE PAVED WITH 5"T CONC SLAB.
5. IMPROVEMENTS IN THE FLOOD PLAIN AND FLOODWAY MUST MEET STANDARDS AND HAVE A FLOOD PLAIN DEVELOPMENT PERMIT.

EXISTING IMPROVEMENTS

- E01 ONE STORY STONE/FRAME RESIDENCE
- E02 CONCRETE BLOCK PUMP HOUSE
- E03 CONCRETE BLOCK UTILITY BUILDING
- E04 NOT USED
- E05 SANDSTONE PATIO
- E06 FIRE PIT
- E07 MOBILE TOILET TRAILER
- E08 40' x 60' CANOPY TENT (SEASONAL USE)
- E09 10' x 16' "GLAMPING" TENT (SEASONAL USE)
- E10 6'H CEDAR PICKET SCREEN FENCE
- E11 3'H SPLIT RAIL FENCE
- E12 PEDESTRIAN CROSSWALK / CURBED MEDIAN
- E13 24'W x 8' DEEP CONCRETE APRON WITH SIDEWALK EXTENSION AT TOP OF RAMP. STOP PLATFORM GRADE = 1.5% MAX
- E14 20'W ASPHALT DRIVEWAY
- E15 MIXED TURF AND GRAVEL PARKING AREA - SEE PLAN NOTES
- E16 16' x 20' CATERING TENT (SEASONAL USE)
- E17 EXISTING SIGN TO BE RELOCATED TO NORTH SIDE OF DRIVEWAY - SEE PHOTO "O". LOCATE SIGN OUTSIDE OF VISION TRIANGLE.
- E18 TRASH DUMPSTER LOCATION

DEMOLITION

- D01 REMOVE EXISTING 6'H SCREEN FENCING ON PROPERTY LINE
- D02 REMOVE EXISTING TREE AS REQUIRED

PROPOSED IMPROVEMENTS

		PHASE
01	TINY HOME OFFICE	PHASE 1
02	NEW GRAVEL PARKING FOR TINY HOME CHECK-IN [5 SPACES]	PHASE 1
03	TINY HOMES - 11 UNITS (TYPICAL)	PHASE 1
04	NEW 6'H CEDAR PICKET SCREEN FENCING	PHASE 1
05	REMODEL EXISTING GRAVEL ROAD TO 20'W - MIN INSIDE RADIUS = 20'	PHASE 1
06	NEW 20'W GRAVEL ROAD - MIN INSIDE RADIUS = 20'	PHASE 1
07	REMODEL EXISTING GRAVEL DRIVEWAY FOR VENDOR PARKING	PHASE 1
08	NEW SECURITY GATE WITH NOX-BOX FOR EMERGENCY ACCESS	PHASE 1
09	TINY HOMES - 10 UNITS (TYPICAL)	PHASE 2
10	ADDITIONAL GRAVEL PARKING FOR TINY HOMES - SEE PLAN NOTES	PHASE 2
11	NEW 6'H x 8'L CEDAR PICKET FENCE SCREEN WALLS AND 5" CONC SLAB AT TRASH DUMPSTER	PHASE 2
12	HARD PAVED ACCESSIBLE PARKING SPACE - SEE ALSO PLAN NOTES	PHASE 2
12V	HARD PAVED VAN ACCESSIBLE PARKING SPACE - SEE ALSO PLAN NOTES	PHASE 2
13	NEW SPLIT RAIL FENCING	PHASE 2
14	ADDITIONAL PARKING SPACES FOR EVENTS	PHASE 2
15	ROUGH GRADE THIS AREA AND ADJACENT BANK TO THE WEST TO ACCOMMODATE FUTURE EXTENSION OF A CONCRETE SIDEWALK EQUIVALENT IN WIDTH TO THE EXISTING WALK IN THIS AREA. PROVIDE VERTICAL EXTENSIONS AS REQUIRED FOR EXISTING MANHOLE AND WATER VALVE.	PHASE 2
16	WATER QUALITY SAND FILTER - SEE DRAINAGE REPORT	PHASE 2
17	NEW 20'W ASPHALT PAVED DRIVEWAY EXTENSION	PHASE 2
18	SECURE TRASH DUMPSTER AGAINST INTRUSION BY BEARS AND OTHER WILDLIFE	PHASE 2
19	RELOCATE EXISTING POST MOUNTED SIGN TO NORTH SIDE OF DRIVEWAY OUTSIDE OF SIGHT TRIANGLE	PHASE 2
20	NEW 4,000 SF ONE STORY ENCLOSED PAVILION STRUCTURE WITH PERMANENT TOILET FACILITIES - MOBILE TOILET TRAILER TO BE REMOVED WHEN COMPLETE	PHASE 3
21	NEW 400 SF ONE STORY ENCLOSED RESTROOM STRUCTURE IF MOBILE TOILET TRAILER IS NOT REMOVED WITHIN 5 YEARS FROM DATE OF PUD APPROVAL.	PHASE 3

UTILITIES

- U01 (E) SEWER MAIN
- U02 (E) WATER MAIN
- U03 (E) SEWER LIFT STATION TO BE ABANDONED
- U04 (E) SEWER EJECTION LINE TO BE ABANDONED
- U05 TEMPORARY POTABLE WATER STORAGE TANKS AND PRESSURIZATION SYSTEM TO BE REMOVED WHEN MUNICPAL WATER SERVICE IS AVAILABLE
- U06 REMOVE EXISTING SEWER LIFT STATION
- U07 NEW 4" SANITARY SERVICE LINE. INTERCEPT EXISTING LINE AND EXTEND TO NEW 8" PRIVATE SEWER MAIN
- U08 NEW PUBLIC UTILITY EASEMENT
- U09 NEW MUNICIPAL 12" WATER TRANSMISSION LINE
- U10 NEW MUNICIPAL 8" SANITARY SEWER MAIN
- U11 NEW 8" WATER MAIN
- U12 NEW FIRE HYDRANT LOCATION
- U13 (E) 6" SANITARY SERVICE LINE TO TINY HOMES TIED TO NEW PRIVATE 8" MAIN
- U14 (E) 4" SANITARY SERVICE LINE TO 501 RESIDENCE. INTERCEPT AND TIE TO NEW PRIVATE 8" SEWER MAIN
- U15 NEW 2.5" PHYSICAL WATER TAP W/ COIL REDUCER TO 1" SERVICE LINE AND METER
- U16 NEW ¾" WATER TAP AND METER
- U17 (E) FIRE HYDRANT 438' FROM THIS LOCATION NEAR ENTRANCE GATE TO FESTIVAL GROUNDS
- U18 (E) NATURAL GAS MAIN
- U19 (E) POWER POLE
- U20 (E) OVERHEAD POWER LINE
- U21 (E) TRANSFORMER
- U22 (E) GUEST PEDESTAL
- U23 (E) PERPETUAL UTILITY EASEMENT
- U24 (E) LONGMONT 24" WATER LINE
- U25 (E) 30" MANHOLE
- U26 (E) WATER VALVE
- U27 NEW 8" PRIVATE SEWER MAIN
- U28 (E) 4" SEWER SERVICE TO BE ABANDONED
- U29 (E) 4" SEWER SERVICE TO MOBILE RESTROOM TRAILER
- U30 (E) 4" SEWER SERVICE TO 503 W. MAIN STRUCTURE
- U31 FUTURE 4" SERVICE EXTENSION TO PAVILION
- U32 RELOCATED (E) POWER POLE AND OVERHEAD LINES TO NECESSARY CLEARANCE FOR NEW PRIVATE SEWER MAIN

JM Associates, Inc.
Architecture / Planning
PO Box 18390
Boulder, Colorado 80308
(303) 440-1887

River Bend PUD with Zoning Amendment

501 West Main
Lyons, Colorado

A02

02/01/16	PCDC PRELIM
04/01/16	PCDC FINAL
-	-

501 & 503 W. MAIN STREET

A TRACT OF LAND LOCATED IN THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 18, T3N, R70W OF THE 6TH P.M., BOULDER COUNTY, COLORADO.

N

W E

S

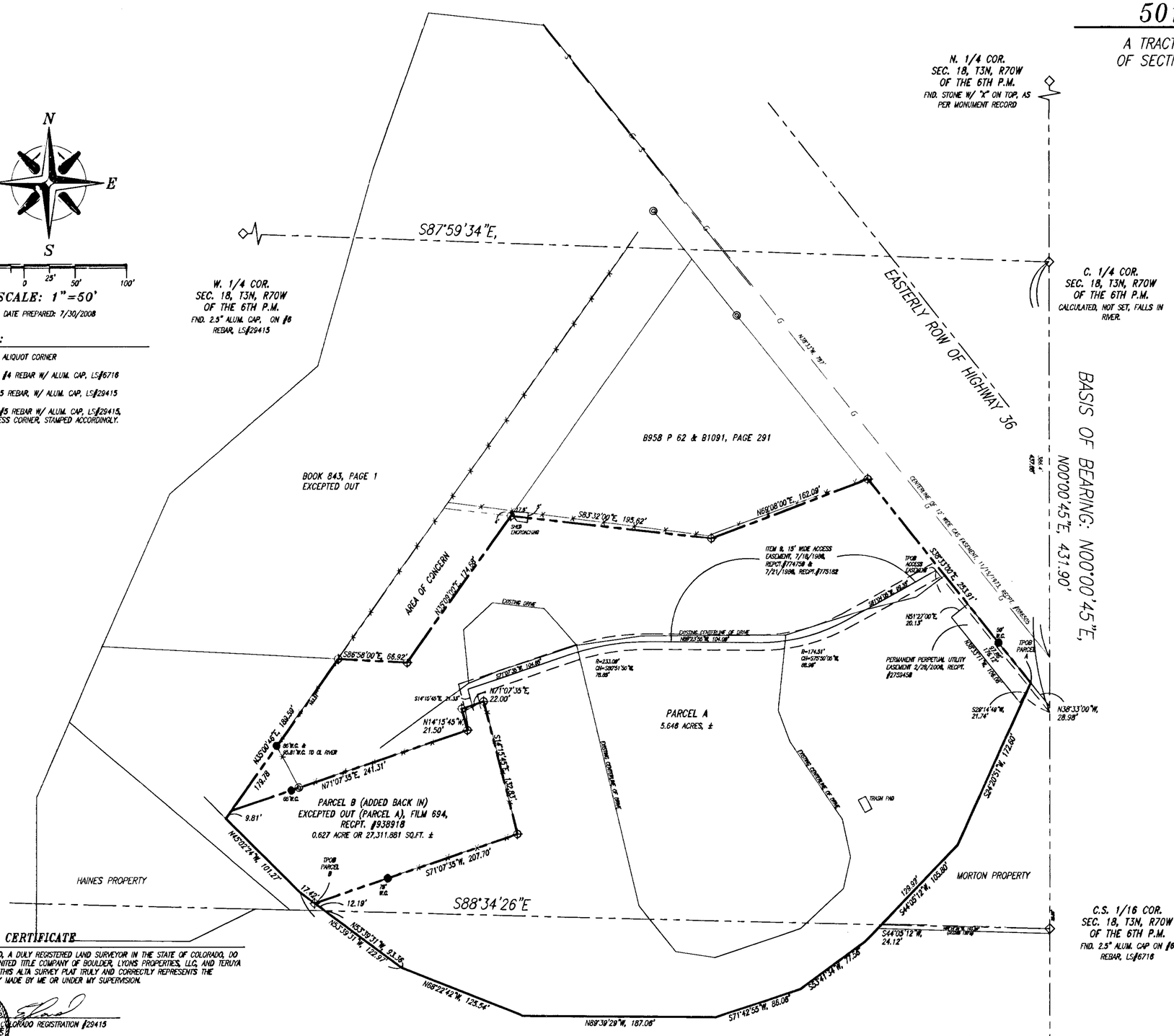
50' 0 25' 50' 100'

SCALE: 1"=50'

DATE PREPARED: 7/30/2008

LEGEND:

- FND. ALIQUOT CORNER
- FND. #4 REBAR W/ ALUM. CAP, LS#6716
- SET 5 REBAR, W/ ALUM. CAP, LS#29415
- SET #5 REBAR W/ ALUM. CAP, LS#29415, WITNESS CORNER, STAMPED ACCORDINGLY.



LEGAL DESCRIPTIONS

PARCEL A
A TRACT OF LAND IN THE S.W. 1/4 OF SECTION 18, T3N, R70W OF THE 6TH P.M., TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEARINGS ARE BASED ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18 AND ASSUMED AS BEARING N00°00'45"E, WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE C. 1/4 OF SAID SECTION 18;
THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, S00°00'45"W, 431.90 FEET, (DEEDED 388.4'), TO A POINT ON THE SOUTH LINE OF THE ROW OF STATE HIGHWAY NO. 66, (AKA: HIGHWAY 36);
THENCE LEAVING SAID NORTH-SOUTH CENTERLINE AN ALONG SAID SOUTH ROW, N38°33'00"W, 28.98 FEET TO THE TRUE POINT OF BEGINNING OF PARCEL A, SAID POINT ALSO BEING THE CENTERLINE OF NORTH ST. VRAIN RIVER;
THENCE ALONG THE CENTERLINE OF SAID NORTH ST. VRAIN RIVER, THE FOLLOWING 8 CALLS;
S24°20'51"W, 172.60 FEET;
S44°05'12"W, 129.92 FEET;
S53°41'34"W, 77.58 FEET;
S71°42'55"W, 86.08 FEET;
N89°39'29"W, 187.08 FEET;
N68°22'42"W, 125.54 FEET;
N53°39'31"W, 122.97 FEET;
N45°02'24"W, 101.27 FEET;
THENCE LEAVING SAID CENTERLINE, N35°00'46"E, 189.59 FEET;
THENCE S86°58'00"E, 66.92 FEET;
THENCE N35°09'00"E, 174.68 FEET;
THENCE S83°32'00"E, 195.62 FEET;
THENCE N68°08'00"E, 162.09 FEET TO A POINT ON SAID SOUTH ROW OF STATE HIGHWAY NO. 66, (AKA: HIGHWAY 36);
THENCE ALONG SAID SOUTH ROW, S38°33'00"E, 253.91 FEET TO THE POINT OF BEGINNING, SAID PORTION OF LAND CONTAINING 5.648 ACRES, MORE OR LESS.

PARCEL B
A TRACT OF LAND IN THE S.W. 1/4 OF SECTION 18, T3N, R70W OF THE 6TH P.M., TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO, BEARINGS ARE BASED ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18 AND ASSUMED AS BEARING N00°00'45"E, WITH ALL OTHER BEARINGS HEREIN RELATIVE THERETO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE C. 1/4 OF SAID SECTION 18;
THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, S00°00'45"W, 431.90 FEET, (DEEDED 388.4'), TO A POINT ON THE SOUTH LINE OF THE ROW OF STATE HIGHWAY NO. 66, (AKA: HIGHWAY 36);
THENCE LEAVING SAID NORTH-SOUTH CENTERLINE AN ALONG SAID SOUTH ROW, N38°33'00"W, 28.98 FEET;
THENCE ALONG THE CENTERLINE OF SAID NORTH ST. VRAIN RIVER, THE FOLLOWING 7 CALLS;
S24°20'51"W, 172.60 FEET;
S44°05'12"W, 129.92 FEET;
S53°41'34"W, 77.58 FEET;
S71°42'55"W, 86.08 FEET;
N89°39'29"W, 187.08 FEET;
N68°22'42"W, 125.54 FEET;
N53°39'31"W, 105.55 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID RIVER CENTERLINE THE FOLLOWING 2 CALLS;
N53°39'31"W, 17.42 FEET;
N45°02'24"W, 101.27 FEET
THENCE LEAVING SAID CENTERLINE, N35°00'46"E, 9.81 FEET;
THENCE N71°07'35"E, 241.31 FEET;
THENCE N14°15'45"W, 21.50 FEET;
THENCE N71°07'35"E, 22.00 FEET;
THENCE S14°15'45"E, 132.83 FEET;
THENCE S71°07'35"W, 207.68 FEET TO THE TRUE POINT OF BEGINNING, SAID PORTION OF LAND CONTAINING 0.627 ACRES OR 27,311.881 SQ.FT., MORE OR LESS.

NOTES:

**THE LEGAL SHOWN HEREON COINCIDES WITH THE LEGAL DESCRIPTION PROVIDED BY UNITED TITLE COMPANY, U0011533, AMEND. #1, 5/15/2008

TITLE COMMITMENT SUPPLIED BY UNITED TITLE COMPANY OF BOULDER: U0011533, AMEND. NO. 1, 5/15/2008. ENGLAND SURVEYING, INC. DID NO OTHER TITLE RESEARCH BESIDES WHAT WAS SUPPLIED BY THE TITLE COMPANY.
1. ITEM 7 REFERS TO ANY QUESTIONS, DISPUTE OR ADVERSE CLAIMS AS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVER BED LOCATION BY OTHER THAN NATURAL CAUSES, OR ALTERATIONS THROUGH ACCRETION, RELICTION, EROSION OR AVULSION OF THE CENTER THREAD BANK, CHANNEL OR FLOW OF WATERS IN NORTH ST. VRAIN CREEK LYING WITHIN SUBJECT LAND, AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BED, BANK OR CHANNEL AS A LEGAL DESCRIPTION MONUMENTATION OR MARKER FOR PURPOSES OF DESCRIBING OR LOCATING SUBJECT LAND.
2. ITEM 8 REFERS TO THE RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT OR REMOVE HIS ORE SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES THEREBY GRANTED AS RESERVED IN UNITED SATES PATENT RECORDED 2/10/1921, BOOK 75, PAGE 96; AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN.
3. ITEM 11 REFERS TO A BLANKET SEWER LINE EASEMENT, 12/30/1993, RECPT. #1378250 THAT AFFECTS PARCEL A ONLY, BUT IS NOT SPECIFIC IN ITS LOCATION.
4. ITEM 13 REFERS TO ANY EXITING LEASES OR TENANCIES.

SURVEYOR'S CERTIFICATE

I, RICHARD A. ENGLAND, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO UNITED TITLE COMPANY OF BOULDER, LYONS PROPERTIES, LLC, AND TERUYA AND SONS, LTD THAT THIS ALTA SURVEY PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY SUPERVISION.

COLORADO REGISTERED PROFESSIONAL ENGINEER 29415 PROFESSIONAL LAND SURVEYOR

RICHARD A. ENGLAND, COLORADO REGISTRATION #29415

DATE: 5/08

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2008/DWG/501 & 503 W MAIN.DWG

BASIS OF BEARING:

BEARINGS ARE BASED ON THE NORTH-SOUTH CENTER OF SECTION 18, T3N R70W OF THE 6TH P.M. ASSUMED AS BEARING, N00°00'45"E, AND ALL OTHER BEARINGS HEREIN RELATIVE THERETO.

LS-08-091

DATE	REVISIONS	BY

PROJECT TITLE: 501 & 503 W. MAIN STREET, LYONS, CO

CLIENT: LYONS PROPERTIES, LLC

DESIGNED BY: RAE	APPROVED BY: RAE	JOB NO.	SHEET	SHEET
DRAWN BY: LE	DATE: 7/30/2008	535.01	1	1
CHECKED BY: RAE	SCALE: AS SHOWN			

OFFICE: LYONS

ENGLAND surveying
"Specializing in Mountain Surveying"
P.O. Box 908 Lyons, CO 80540
(303) 823-5461

To: The Board of Trustees, Town of Lyons

I am writing to express my support for Mike and Betsy's zoning application for Riverbend. I co-own and operate a small local business which caters specifically to the wedding industry. Indeed, the lion's share of my business is generated from weddings at the Riverbend location. My company, however small, employs several people and is critical to my family's well being. While the current use of Riverbend does much to sustain my company, additionally, Mike and Betsy have been tremendous incubators of my business. For seemingly selfless reasons, Mike and Betsy have promoted and supported my company since its inception, showing both kindness and generosity. For these reasons, it is my opinion that they are conscientious stewards of our business community and should be appreciated by the Board.
Sincerely,
J. Carter White
President of Harvest Table Company

Dear Neighbors,

Due to my absence at the meeting Monday 3/14/2016, to attend a funeral out of state last week, I ask your indulgence as I play catch up. Please, for give me if, I am addressing an issue already covered.

Well stated Pat, I agree that the existing ordinances, established after much consideration and time consuming hearings by the former Boards should be enforced. If, the current ordinances can not be adhered to, what makes us believe that any new ordinances would have any affect?

I also believe that we are looking at the forest and not seeing the TREES. The volume of attendees that have been outlined for the activities at River Bend and/or including the overflow from Planet Blue Grass is completely, out of reason for the size of this property and the proximity of other businesses. The maximum capacity needs to be addressed. If, the capacity is reduced to an acceptable number then that would affect the volume of noise output. At the very least the activity directors should be living up to the proposed solutions to "noise control" that they promised last year.

Then there is the abundance of automobiles outlined by River Bend LLC. to transport those attendees to the activities. If, the maximum capacity is reduced, wha-la it reduces the number of vehicles required to transport and park. Thus, reducing the traffic hazards in front of our properties on Highway 36 which is already in overload.

The traffic flow in and out of River Bend and through the property does not appear to be adequate, in my mind's eye. How in the world would an emergency situation be handled to evacuate, 700 campers and 350 vehicles? To me it is ludicrous!

My objections in 2015 meetings and my presentations at those meetings still stand. I have seen little or no progress towards mitigating the concerns of The Neighbors of River Bend.

Sincerely,

Darlene L. Thompson, owner

513 West Main Street - P.O. Box 55

Lyons, Co 80540

darlenelt0521@aol.com

-----Original Message-----
From: Pat Thomas <pthomas976@gmail.com>
To: Steve <steve@on-site.biz>
Cc: Bob (rjoseph@estesvalley.net) <rjoseph@estesvalley.net>; gregg_oetting <gregg_oetting@yahoo.com>; Jim Kerr <jkerr@townoflyons.com>; Betsy Burton <Betsy@lyonsfarmette.com>; michaelawhipp <michaelawhipp@hotmail.com>; Ann Arling <amarling57@gmail.com>; vitaminlady54 <vitaminlady54@gmail.com>; Deb <deb@on-site.biz>; andrewkowles <andrewkowles@yahoo.com>; Sally Collins <sally.collins.colorado@gmail.com>; Greg Berman <Weather_be@yahoo.com>; John Collins <johnleocollins@gmail.com>; Keith Johnson <keitheliotjohnson@yahoo.com>; Shannon Johnson <shanpjohnson@yahoo.com>; Clara Thomas <clarapat2003@yahoo.com>; Anne Berman (aberman2000@yahoo.com) <aberman2000@yahoo.com>; Jay Sternitzky <jsternitzky@mac.com>; colton <colton@sierracmp.com>; john.colton <john.colton@globeimmune.com>; Erin Moore (justmeerine@q.com) <justmeerine@q.com>; Caleb Roberts <caleb@calebroberts.com>; Darlene Thompson <darlenelt0521@aol.com>; Brian Miller <bamiller72@gmail.com>; Barney Dreistadt <bdreistadt@townoflyons.com>; Connie Sullivan <csullivan@townoflyons.com>; Dan Greenberg <dgreenberg@townoflyons.com>; Dawn Weller <dweller@townoflyons.com>; John O'Brien <jobrien@townoflyons.com>; LaVern Johnson <ljohnson@townoflyons.com>
Sent: Fri, Mar 18, 2016 2:52 pm
Subject: Re: Riverbend C-Commercial / PUD-C Zoning 2016 follow from Monday 3/14/2016

Hi Steve,

Since I missed the meeting, I may be mis-interpreting your note here. But a couple of things you're saying don't sit well with me. While I agree that the enforcement of any municipal code (including noise) should be consistently enforced, there is an opportunity here that River Bend zoning could be implemented in such a way to avoid ever needing to invoke noise ordinances. To me, asking the BOT to develop new noise ordinances rather than dealing with it in the zoning change sounds like passing the buck and there are a couple of points here that should be clarified:

- Different zoning classifications (such as commercial or light industrial) do invoke the need (per code section 16-6-70) for a higher level of scrutiny regarding mitigation of noise as part of the zoning change process.
- A key provision regarding the establishment of a PUD is that it "assure compatibility with surrounding land uses and neighborhood character" (Section 16-3-310). This is what neighbors of River Bend are asking for and it is incumbent upon the town to ensure that this provision is adhered to.

- I stand by my assertion that River Bend has yet to demonstrate an operating model that assures compatibility with our neighborhood (quite the opposite so far) and to make any permanent concessions on the zoning of this property prior to demonstrating an acceptable operating model (it appears this proposal would go up for a BOT vote before the next wedding season starts) would be a dis-service to our neighborhood and leave us vulnerable to further noise issues going forward.

Looking forward to further clarification going forward...

Regards,

-Pat

On Fri, Mar 18, 2016 at 11:09 AM, Steve <steve@on-site.biz> wrote:

Dear Town Planner, PCDC Chairperson and VP, PCDC town liaison, and Riverbend, Just to follow-up on the last PDCD meeting.

I strongly felt the approval of Riverbend's application should include well defined language that empowers the neighbors in noisy situations. I felt it should be a temporary permit until strong language that supports a neighbor-centric perspective was ironed out. Even after a few hours into the meeting I was disappointed that the PDCD did not seem to dive into what (I felt) most of the audience was there for – noise issues. The process did not seem quite as collaborative as I imagined it to be. But it is what it is. And, I'll be the 1st to say that I do not understand the whole application process. There seemed to be documents presented that I never saw. And, I still wonder if a 50 room building to house guests could address a sound proof space to accommodate a 150 person audience.

Not to contradict myself, but I want to explain why I was initially disappointed in the language in the application related to the opportunity for neighbors to protect themselves from noise. Mike, towards the end of the audience-input when you supported the idea of a separate noise ordinance, that was an ah-ha moment for me. My ah-ha moment was that I now understood why the language should be in a separate Town wide noise ordinance. Each business that generates noise should not have separate language of how they will control noise. It now seems so obvious. Details of how they will be fined if levels are exceeded should be a blanket enforcement for all businesses. I now see that's why the PDCD removed that language from the TOL's staff recommendations. It's now clear for me to see. Hind-sight is 20-20. I did pick up on the sediment that enforcement of a noise ordinance is a joke and maybe a waste of time. I do wonder how other communities manage this and want to understand it better.

At the end of the evening, the two motions made by the PDCD to 1) accept the application with 2) a recommendation to have a separate noise ordinance explored made sense to me; The PDCD did get it and understood and addressed the noise issue. This was shown by their recommendation to divided the entire application process into two items. I believe it's very import the support for a noise ordinance to be carried all the way to the BOT presentation. If future buyers change the venue (still within the PUD) toward an unacceptable fashion, then a noise ordinance is the neighbors way of protecting our interest.

I'm very aware of the changes Riverbend has made from last year with the refunded prior bookings, the re-application for PUD zoning, and the ecological focus you have kept for the property (Jazzed the historical swimming hole is going back – there is an amazing black and white photo somewhere in the town archives of a Native American Indian soaking in that pool with a full feather head-dress). The PUD is restrictive in nature which I believe protects the interest of neighbors. The work you have done has not been unnoticed in my mind. I don't think there's some sly-handed manipulation on behalf of the Riverbend to use week language for future exploitation. I hope future buyers don't exploit any loop-holes in the language.

Based on the prior year's history, Riverbend's business plan seems open to input from neighbors which allows me to be hopeful (to steal and re-state the words from Shannon Johnson) for this coming season. I'm keeping fingers crossed for a great summer.

Best Regards,

Steve Simms

809 5th Ave

To Whom It May Concern:

My company has been working with the Farmette for a few years now and has also done a number of caterings at the Riverbend location. Mike and Betsy have been exemplary business owners, constantly concerned with the quality of their venues, the town and neighbors around them. I believe that the addition of these venues has improved the town of Lyons and has introduced thousands of people to the growing economy, and the wonderful experience of being in Lyons. After the flood I watched them work tirelessly to improve and upgrade the ravaged Riverbend location. The clients and friends I have brought to this location are amazed at natural beauty and quality of this venue that born out of such a terrible tragedy. I know that Betsy and Mike are good caring people who will work to accommodate the citizens of Lyons with any concerns they have to keep this venue a vibrant addition to town they love, contribute and live in.

Sincerely,

Bob Sargent

Founder/ President

Savory Cuisines Catering

720-299-1659

Dear PCDC, BOT, Town Staff, and Mayor O'Brien,

Thank you in advance for taking my input into consideration in regards to permanent or temporary zoning change for the Riverbend property.

It is evident over the last two summers that the noise levels at the Riverbend property were too high for the residential zoned properties in the vicinity including my own at 733 Upper 5th ave. The only possible way forward in my opinion is a complete ban of amplified sound outdoors be attached to any permanent or temporary zoning change.

Mike and Betsy the property owners indicated that going non amplified would not impact their business and they already filled up the 2016 season with events knowing they were to be non amplified events. With that in mind attaching a complete block on amplified outdoor sound seems like a safe approach and leaves no room for ambiguity of what is allowed or not. Also it provides to the neighborhood consistency should the management or ownership change in the future where we suddenly could be dealing with noise issues again should it not be part of the Zoning.

Sincerely, Keith Johnson 733 5th Ave

Patrick Thomas

601 Indian Lookout Rd

PO Box 1773

Lyons, CO 80540

March 9, 2015

Lyons Planning and Community Development Commission (PCDC), Lyons Board of Trustees (BOT), Lyons Town Staff, Lyons Mayor John O'Brien

432 5th Ave

PO Box 49

Lyons, CO 80540

Subject: River Bend Permanent Zoning

Dear PCDC, BOT, Town Staff, and Mayor O'Brien:

Thank you for the opportunity to express our concerns regarding the latest zoning change proposal submitted on behalf of the River Bend venue and its parent company, Lyons Properties, LLC. We appreciate the progress River Bend has made in regards to its noise since it opened, but we are asking them to be held accountable to their promise to be good neighbors before they are granted any permanent zoning change.

Our concerns regarding the development of this property mainly center around the noise issue we have experienced for almost two full summers' worth of weekend evenings, due (mostly) to weddings with amplified music at this venue.

The latest proposal does address many of our concerns in theory, but in reality **there has still been no resolution to the noise issue**. Extremely loud, amplified events were still taking place in Oct. 2015, at the end of their wedding season. We recognize and appreciate River Bend's continued assurance that the amplification will be addressed in the 2016 season and beyond, but until we see (and "hear") these assurances in practice, we cannot support any permanent zoning change.

In addition, the latest proposal contains a commitment by River Bend to limit live entertainment to non-amplified instruments, and we agree and appreciate that this is a move in the right direction. However, the very next bullet allows for **amplified background music, vocals, and PA system**. It has the usual verbiage regarding minimum sound levels and eliminating sounds found to be objectionable by the Town Administrator, but these are the same assurances we received last summer that were not effective.

The fact is that any and all amplification used at River Bend can and will be heard at our house and those of our neighbors, even inside our homes with our doors and windows shut in some cases. This lessens our quality of life and makes it difficult to even get our kids to sleep. Furthermore, the availability of amplification has resulted in and almost certainly will continue to result in its abuse, and there are so many alternative means for guests to supply their own amplification that the only reasonable way to control this is to completely outlaw amplification at this site. We also want to make sure that non-

amplified instruments that can still produce excessive volume (such as drums, bagpipes, brass instruments, etc) are also explicitly outlawed.

Furthermore, we do not support a zoning change which includes a hotel as a permitted use due to concerns with further noise issues, light pollution, increased traffic, and the increased potential for trespass onto our property.

Our suggestion would be to hold off on any approval of a permanent zoning change until River Bend can demonstrate an operating model that works within our mostly residential neighborhood. The letter we received states that the Town Administrator has committed to extending River Bend's temporary use permit through 2017. This seems like plenty of time for River Bend to actively resolve the noise issue to everyone's satisfaction, and it forces them to be accountable or face continued delays in obtaining permanent zoning. We are asking you to please work with the residents of the neighborhood to develop a solution that works for everyone. Thank you!

Sincerely,

Patrick M. Thomas and Clara P. Thomas

Dear Lyons Board of Trustees,

I'm writing to express my concern for the newly proposed rezoning of the Riverbend property to Commercial / PUD.

The proposed zone change is contrary to the future land use plans set forth in the most recent update of the Comprehensive Plan. We shouldn't accept such a significant change in zoned use of this property without first conducting a public-engagement update to the update to the Comprehensive Plan as it pertains to future use of properties in this area of town – for these reasons:

> Unlike the majority of the BoT's responsibilities, your quasi-judicial role in zone changes restricts your ability to discuss this action with the public or the applicants – to negotiate and find compromises. Your reference for following the expressed intent of the citizens is the comp plan, which was developed through iterations of public-engagement workshops. While it may seem that the Comprehensive Plan is in some ways obsolete, we have made incremental updates as made necessary for post flood rebuilding projects. And, we have demonstrated significant deference to planning-area residents, who are not citizens of

Lyons, by implementing a moratorium on annexations pending an update to the Comprehensive Plan as it pertains to these areas. We should excise at least this degree of restraint when considering zone changes in town.

Please heed Lyons Municipal code 16-1-90.b:

> Requirement for Comprehensive Plan Amendment. Where a development proposal would be in substantial conflict with the Comprehensive Plan, an amendment to the Comprehensive Plan will be required prior to any zoning or subdivision approvals.

This is a large area of land. Changing so much property from residential to commercial would be unprecedented.

While the current use of the property may be generally supported by the citizens (parties and camping / tiny home rental), the commercial zone permits an array of uses, many of which are incompatible with the neighborhood. Some may trust that the PUD structure serves to protect the town from unwanted future uses that would normally be available as use-by-right in a commercial zone. This has not yet been tested or demonstrated in town. I think it's a mistake to experiment with this zoning feature for such a large area of land.

The applicants' intended uses are evolving. We could understand that if the property were no longer suitable for residential development then it would be reasonable to permit the owners to pursue other uses. Now they intend to develop a 50-room hotel. This would seem to undermine the notion that the property is not suitable for development – of structures such as residences that are compatible with the existing zone.

If we do change the zone then it should be an incremental change to a zone that minimizes negative effects to the character of the neighborhood and minimizes risk to the future well-being of the neighbors. The property is bordered almost entirely by residential and park properties. It seems unconventional to extend a commercial zone deep into a neighborhood and park area. The current uses (parties and camping) might be reasonably accommodated by one of the other existing zones that has properties mostly intersecting with residential – Agricultural or Estate / EC. It would be of great benefit if we could conduct a community-wide process to develop these ideas.

Reading the definition of the PUD-C district, it seems clear that the intent is for development that serves the commercial needs of the community. Do we have an expectation that the next use of the property will be other than private access for private events? Missing from the proposal is any indication that it will include pedestrian walkways, courtyards, open space. We've already just recently established a system for the owners to restrict the public from accessing some areas of the park.

For more than a year we have temporarily permitted some uses of the property that are not ordinarily permitted in the existing zone. Perhaps we can continue to do so until we have the opportunity to amend the Comprehensive Plan.

Some have suggested that the extended temporary permitting of the non-conforming uses has now trapped us and forces us to approve a new zone. We shouldn't yield to any such bullying. We have many cases throughout town of properties used other than what is normally permitted

in that zone. Some are temporary due to the flood. Others have persisted for many years. For example, the commercial property adjacent to Town Hall has had light-industrial operations for decades and current owners provide contract services to the Town. We shouldn't be trapped into violating the public's intent by merely extending good-will following a disaster.

Thank you,

Caleb Roberts
434 Reese St
Lyons

Dear PCDC, BOT, Town Staff, and Mayor O'Brien,

Thank you in advance for taking my input into consideration. We are again considering permanent zoning changes before all the evidence has been gathered regarding noise ordinance violations during events at River Bend? That's surprising given the history of this issue and the lack of verifiable progress on the issues raised during the last round between the BOT, River Bend / Lyons Properties LLC, and concerned neighbors.

I do appreciate that due process requires that you consider business brought before the BOT in a structured and timely way. However, my wife and I oppose permanent zoning changes to River Bend at this time, and at any time before the evidence is in.

There appears to be a "grassroots" campaign to get the permanent zoning changes done prematurely. For example, it is intimated in the Lyons Advocacy email blast that a permanent zoning change for River Bend is required for

"allowing Lyons to continue weddings, dinners, fundraisers and Tiny Home Lodging".

This statement seems to be purposefully misleading and hyperbolic. Am I wrong? Weddings, dinners, fundraisers, and the WeeCasa Tiny Home business are all taking place in this spot (among several other spots), unimpeded by zoning.

Of course there is some uncertainty in planning for the River Bend stakeholders and owners due to the lack of permanent zoning, but their ability to make money has not been impeded directly by the temporary zoning in place post-flood. It's been impeded, perhaps, by existing violations of existing ordinances and nuisance complaints, but the temporary zoning flexibility shown by the town has actually enabled the River Bend stakeholders to make money.

We respectfully request, as affected homeowners and Lyons residents, that you put off the permanent zoning business until sufficient anecdotal and empirical evidence has been gathered about noise and other impacts. That means concretely: Tabling this business now, and any other time it's raised, until well into the wedding/events/festival season. And also, gathering evidence during the continuing trial period. It was well established, after last fall's season, that the noise issues were unresolved. We have not yet observed how the Tiny Homes lodging will affect the Festival dynamics, either.

Our final question is not a rhetorical one: Where is the data to support the continuous assertions that River Bend's rezoning to commercial is necessary for Lyons' fiscal well being? There are several other wedding venues in town that have been established long before the flood. What is their impact on Lyons' ability to extract tax and other revenue? What is their impact with respect to other possible projects, businesses, venues, and town projects?

Sincerely,

Andy Kowles and Rie Shinoda Kowles
811 Upper 5th Ave

Patrick Thomas
601 Indian Lookout Rd
PO Box 1773
Lyons, CO 80540

March 9, 2015

Lyons Planning and Community Development Commission (PCDC), Lyons Board of Trustees (BOT), Lyons Town Staff, Lyons Mayor John O'Brien
432 5th Ave
PO Box 49
Lyons, CO 80540

Subject: River Bend Permanent Zoning

Dear PCDC, BOT, Town Staff, and Mayor O'Brien:

Thank you for the opportunity to express our concerns regarding the latest zoning change proposal submitted on behalf of the River Bend venue and its parent company, Lyons Properties, LLC. We appreciate the progress River Bend has made in regards to its noise since it opened, but we are asking them to be held accountable to their promise to be good neighbors before they are granted any permanent zoning change.

Our concerns regarding the development of this property mainly center around the noise issue we have experienced for almost two full summers' worth of weekend evenings, due (mostly) to weddings with amplified music at this venue.

The latest proposal does address many of our concerns in theory, but in reality **there has still been no resolution to the noise issue**. Extremely loud, amplified events were still taking place in Oct. 2015, at the end of their wedding season. We recognize and appreciate River Bend's continued assurance that the amplification will be addressed in the 2016 season and beyond, but until we see (and "hear") these assurances in practice, we cannot support any permanent zoning change.

In addition, the latest proposal contains a commitment by River Bend to limit live entertainment to non-amplified instruments, and we agree and appreciate that this is a move in the right direction. However, the very next bullet allows for **amplified background music, vocals, and PA system**. It has the usual verbiage regarding minimum sound levels and eliminating sounds found to be objectionable by the Town Administrator, but these are the same assurances we received last summer that were not effective.

The fact is that any and all amplification used at River Bend can and will be heard at our house and those of our neighbors, even inside our homes with our doors and windows shut in some cases. This lessens our quality of life and makes it difficult to even get our kids to sleep. Furthermore, the availability of amplification has resulted in and almost certainly will continue to result in its abuse, and there are so many alternative means for guests to supply their own

amplification that the only reasonable way to control this is to completely outlaw amplification at this site. We also want to make sure that non-amplified instruments that can still produce excessive volume (such as drums, bagpipes, brass instruments, etc) are also explicitly outlawed.

Furthermore, we do not support a zoning change which includes a hotel as a permitted use due to concerns with further noise issues, light pollution, increased traffic, and the increased potential for trespass onto our property.

Our suggestion would be to hold off on any approval of a permanent zoning change until River Bend can demonstrate an operating model that works within our mostly residential neighborhood. The letter we received states that the Town Administrator has committed to extending River Bend's temporary use permit through 2017. This seems like plenty of time for River Bend to actively resolve the noise issue to everyone's satisfaction, and it forces them to be accountable or face continued delays in obtaining permanent zoning. We are asking you to please work with the residents of the neighborhood to develop a solution that works for everyone. Thank you!

Sincerely,

Patrick M. Thomas and Clara P. Thomas

Deb Anthony

From: Bob Joseph [rjoseph@estesvalley.net]
Sent: Tuesday, March 08, 2016 4:27 PM
To: 'Pat Thomas'; Deb Anthony
Cc: Victoria Simonsen; John O'Brien
Subject: RE: River Bend 2016 Zoning Change
Attachments: 501 & 503 W Main - England Survey 07-30-08.pdf; Legal Description - 030316.pdf; Photos - 030316.pdf; Request & Rationale - 030316.pdf; Sht-A00 - Cover Sheet - 030316.pdf; Sht-A01 - Zoning Amendment Map - 030316.pdf; Sht-A02 - Site Plan - 030316.pdf; Written Statement - 031316.pdf

Hi Pat,
I will do my best to answer your questions (see below).
You asked:

1. Would the new zoning be C- Commercial or PUD-C? I'm confused by the notification letter, which mentions both. How do these 2 designations fit together? Is the PUD-C meant to be a subset of permitted uses allowed under C? This letter does not explicitly state what subset of permitted uses are intended by this change as far as I can tell.

Staff response: The new zoning would be PUD-C, but as such it relates to some degree to the C-Commercial zone standards, but is not bounded by those uses and standards since the PCDC and BOT is empowered to add to or delete uses from the C-Commercial list, and vary the dimensional standards. I think the key information to pass along to you is that as a PUD, the approved uses are limited to those uses specifically requested and approved under the PUD. It does not carry any right beyond that into the broader C-Commercial list of uses. In this case the PUD is a fairly narrow sub-set of C-Commercial uses along with the Lodging/Hotel use and Campground use that is otherwise not permitted in the C district.

2. Can I get a copy of the actual application along with all town staff review documents?

Staff response: I have attached PDF's of the updated submittal and you can also obtain hard copies of any of these documents and all other documents of record from the Town Clerk.

3. Has town staff determined any specifics as to how noise will be controlled? I see mention of outdoor live music limited to non-amplified instruments, but then the very next bullet opens the door to amplified background music, vocals, and PA system. These are the very issues that defeated the previous zoning change and, if I read this literally, they could go right back to the awful DJ music that has now ruined 2 summers' worth of weekend evenings for me, my neighbors, and my family so far.

Staff response: Town staff will make recommendations regarding this in the Preliminary PUD staff report that will be prepared later this week. The PCDC can adopt or modify the staff's recommendations as they make their recommendations for the BOT to consider. Ultimately, the final conditions are a product of BOT deliberation and action with advice from staff and PCDC after taking testimony in a Public Hearing. As I understand the limitations proposed by the applicant's the use of the PA to amplify DJ music is not intended and would not be allowed. Staff will clarify that in the final record, so thanks for pointing this out.

4. How would the town insure that the indoor Pavilion venue (if constructed) is actually constructed in such a way that it will effectively contain amplified music?

Staff response: The Pavilion would be subject at some future date to full review by staff and the PCDC with ratification by the BOT. The ability of the proposed structure to contain sounds would be evaluated carefully at that time. Such a review might entail reports and analysis from qualified professionals for PCDC review prior to final action on a Pavilion.

5. Based on what I see here, it appears that they are no longer requesting a zoning change for 503 and 517 W Main parcels. Is this correct?

Staff response: That is correct. Those properties are not part of the PUD and so they will remain zoned R2.

Thanks for your questions and input.

-Bob Joseph ASLA/AICP

Planner

Town of Lyons

From: Pat Thomas [mailto:pthomas976@gmail.com]
Sent: Tuesday, March 8, 2016 2:54 PM
To: Bob Joseph <rjoseph@estesvalley.net>; Deb Anthony <danthony@townoflyons.com>
Cc: Victoria Simonsen <vsimonsen@townoflyons.com>; John O'Brien <jobrien@townoflyons.com>
Subject: River Bend 2016 Zoning Change

Hi Bob and Deb,

I received the neighbor notification regarding River Bend's latest application for a zoning change. I have a few questions:

1. Would the new zoning be C- Commercial or PUD-C? I'm confused by the notification letter, which mentions both. How do these 2 designations fit together? Is the PUD-C meant to be a subset of permitted uses allowed under C? This letter does not explicitly state what subset of permitted uses are intended by this change as far as I can tell.
2. Can I get a copy of the actual application along with all town staff review documents?
3. Has town staff determined any specifics as to how noise will be controlled? I see mention of outdoor live music limited to non-amplified instruments, but then the very next bullet opens the door to amplified background music, vocals, and PA system. These are the very issues that defeated the previous zoning change and, if I read this literally, they could go right back to the awful DJ music that has now ruined 2 summers' worth of weekend evenings for me, my neighbors, and my family so far.
4. How would the town insure that the indoor Pavilion venue (if constructed) is actually constructed in such a way that it will effectively contain amplified music?
5. Based on what I see here, it appears that they are no longer requesting a zoning change for 503 and 517 W Main parcels. Is this correct?

Thanks in advance for your feedback on these questions.

Regards,
-Pat Thomas

Edward Arling
601 ½ Indian Lookout Rd
PO Box 1536
Lyons, CO 80540

March 9, 2015

Lyons Planning and Community Development Commission (PCDC), Lyons Board of Trustees (BOT), Lyons Town Staff, Lyons Mayor John O'Brien
432 5th Ave
PO Box 49
Lyons, CO 80540

Subject: Objection to River Bend Permanent Zoning

Dear PCDC, BOT, Town Staff, and Mayor O'Brien:

Thank you for the opportunity to once again express our concerns regarding the proposed zoning change proposal submitted on behalf of the River Bend venue and its parent company, My neighbors and myself went through this process and documented our concerns and presented them to the BOT and Mayor last summer, when the original zoning change was applied for by Lyons Properties, LLC. We appreciate the minimal progress River Bend has promised to be made in regards to its noise since it opened, but we are asking them to be held accountable to their promise to be good neighbors and demonstrate they can and will eliminate the ongoing obnoxious noise emanating from their facility before they are granted any permanent zoning change or granted the current PUD approval.

Our concerns regarding the development of this property primarily are focused on the continuing noise issue we have experienced for the past two summer event season, including nights and weekends filled with amplified music, amplified PA systems and loud vocal celebrations. For over 30 years, the property was residential, and surrounded by quiet, respectful residential neighbors, and now we have experienced two full years of noise and racket that is disruptive to the residents of the surrounding neighborhoods and broken promises from the owners to get the noise nuisance eliminated. The facility is located in a canyon that amplifies and echos sound far beyond a normal setting would under the same sound levels. The sound is actually louder the farther one gets away from the event center.

We have tried to work with all parties involved to come to a solution that works for everyone, including the event owners, neighbors and Town. Last summer on September 5 we met with the owners of the event center personally to discuss the lack of control of sound and lack of response from their onsite managers. We were told that if we have a problem with sound to call the Sheriff. The very next event held was so loud, and there was no response from their manager when called, that I did have to call the Sheriff. Calling the Sheriff is not a sustainable solution to loud amplified noise. On their season closing event, held on October 11, 2015, the noise was so loud that even with my doors and windows closed; I could hear the noise inside my home.

The solution is to eliminate the noise or adequately contain it to avoid disturbing neighbors. Until the owners of this event center can take the ethical and practical steps to run their business without disruption to neighbors and residents, they should not be granted any request for zoning or PUD changes/approval.

The latest PUD proposal address some of our concerns however **there has still been no resolution to the noise issue**. Extremely loud, amplified events were still taking place in Oct. 2015, after the owners promised cessation. We recognize the contribution of the event center to the Town commerce; however, until the noise nuisance has been proven to be abated, we cannot support any permanent zoning change.

Furthermore, the current proposal contains a commitment by River Bend to limit live entertainment to non-amplified instruments; however, the very next bullet allows for **amplified background music, vocals, and PA system**. It has the usual verbiage regarding minimum sound levels and eliminating sounds found to be objectionable by the Town Administrator, but these are the same assurances we received last summer that were not effective and continue to aggravate the situation between neighbors, the event owners and the Town. This language leaves the door open for more obnoxious noise pollution from an event center where even the owners live far enough away not to have to tolerate it.

The fact is that any and all amplification used at River Bend can and will be heard throughout the area due to the Canyon wall setting acting as a natural amplification system. At one point the event center owners promised to only have acoustic instruments, but then they amplified those acoustic instruments through a loud PA system. How are we to trust getting the noise issue resolved with this type of behavior?

I have also noted Town advertisement promoting the event center and using the event center for Town sponsored events. I find this to be a conflict of interest when the Town knows that the event center is causing a noise nuisance. How can the Town and its representatives act as a neutral party in this ongoing issue when the Town is supporting and promoting the event center?

Furthermore, we do not support a zoning change which includes a hotel as a permitted use due to concerns with further noise issues, light pollution, increased traffic, and the increased potential for trespass onto our property.

We respectfully oppose any approval of a permanent zoning change until River Bend can demonstrate an operating model that works within our mostly residential neighborhood. The Town Administrator has committed to extending River Bend's temporary use permit through 2017, which is ample time for River Bend to make good on the promise they made two years ago to abate the noise issue. We are asking you to please work with the residents of the neighborhood to develop a solution that works for everyone. Thank you!

Sincerely,

Edward R. Arling and Ann M. Arling

Hello Betsy. I appreciate your memory on what was mentioned about an ordinance review. I'm not sure on the process.

Debbie, can you please provide us any information on the next step or who we can work with.

Just to say, I'm anxious to see how the new season works out for Riverbend as a whole. I'm really keeping fingers crossed. For myself, I do recognize the work of the Riverbend group to move to a non- amplified venue. I'm hoping it's a win-win for everyone. As I connect the dots in my mind, it makes sense to me to review the permitting after this upcoming season's test.

I cannot speak to the sound ordinance and how your changes fit into a town wide change. But, I do believe it's past-due for the town as a whole. An overall review seems timely as the dust and projects around Town maybe start to settle.

Thanks,
Steve

Hi Steve,

We agree that Lyons needs a town noise ordinance. As we remember it, Mayor O'Brien said that he would like to enact a new town noise ordinance. Not sure where he and the
BOT are with it at this point. We feel that River Bend has already gone above whatever the new ordinance may be since we will be an acoustic only venue starting this year.
It's also our understanding that the Town parks are not required to comply with a town noise ordinance. We would like to see the new ordinance include all properties – not just privately owned properties.

Thank you,
Betsy and Mike

Get inspired! Follow us:
Pinterest ~ Instagram ~ Facebook

Betsy Burton
LyonsFarmette.com
303.746.6266

On Mar 9, 2016, at 12:14 PM, Steve <steve@on-site.biz> wrote:

Hello.. Just to touch base on one of the BOT meetings this last winter related to a sound ordinance. There was mention during the meeting of having the town attorney research ordinances from around the State of Co. I was thinking that the BOT/Mayor was thinking this would be a starting point for the town to update its sound ordinance. Do you know of any progress on this? Is there anything citizens need to do to help out with this? Not to be a pain but more-so to make sure something did not get missed (as you all work through the multitude of projects!) . It may be helpful for the town as a whole

Thanks Again,
Steve Simms
303-823-5753

Dear PCDC, BOT, Town Staff, and Mayor O'Brien: Just a reminder to trustees, zoning for Riverbend has been discussed in many prior meetings. Items are still pending that should preempt a final permanent zoning change. Collaboration between Riverbend and neighbors adjacent to these venues has been amenable and productive. Efforts with time and financial resources have been put in by all. The constant threads of emails and conversations and on-site visits are a testament to everyone's efforts. Yet, the situation is still a work in progress. With a new season starting, it seems prudent to see how the suggested changes in amplified/acoustic sound and music venues pans out. Having operated under temporary zoning for multiple years, permanent zoning changes seem too early to grant.

At this time, permanent zoning seems to be putting the cart before the horse. It was a bit disconcerting to see a large email blast across the Town of Lyons residences looking for support for the Riverbend venue. It looked to be somewhat from the Town and was calling for input to be emailed Debbie Anthony at the Town. It was under the auspices that the Riverbend venue is good for everyone. To gather non-bias input, the email blast should have had some mention of acoustic levels.

I encourage the BOT to review prior documents and statements submitted from prior Town meetings.

Thanks,
Steve Simms
303-823-5753
steve@on-site.biz

Thanks,
Steve

Hello.. Just to touch base on one of the BOT meetings this last winter related to a sound ordinance. There was mention during the meeting of having the town attorney research ordinances from around the State of Co. I was thinking that the BOT/Mayor was thinking this would be a starting point for the town to update its sound ordinance. Do you know of any progress on this? Is there anything citizens need to do to help out with this? Not to be a pain but more-so to make sure something did not get missed (as you all work through the multitude of projects!) . It may be helpful for the town as a whole

Thanks Again,
Steve Simms
303-823-5753

Please, be advised that I wish to have my former objection documents of 2015 to be resubmitted for the hearing on March 14, 2016 regarding the future plans at River Bend for rezoning and PUD. I would appreciate you assistance with this Deb.

I have been called out of state for the funeral service of my eldest sister, therefore I will be unable to attend or prepare new documentations. From the information that I received, yesterday, in the certified letter from The Town of Lyons, I witness no improvements to my satisfaction of the issues we addressed during the former applications submitted by Lyons Properties, LLC last year.

Upon my return from Arkansas I will give this matter my full attention and attempt to address this "new" application for the hearings in April and May. Thanks for your indulgence and consideration.

Darlene L. Thompson
513 West Main Street, property owner
Lyons, Colorado 80540-0055

Thanks for allowing the Neighbors of River Bend to attend this Public Hearing re: special use and zoning changes for 501, 503, & 517 West Main Street, Lyons Co.

Please, honorable Mayor, John O'Brien; Lyons Board of Trustees' Planner, Bob Joseph and Planning Commission Members, assure me that you will represent and protect all of the citizens of Lyons, not just the select few naming themselves the Lyons Properties, LLC.

Please, provide the Planning and Community Development Commission recommendations and those results.

Please, provide the Impact Study regarding: Safety -Crime Control-Drug and Alcohol Use-Child Protection-Animal Safety/Noise control and Interference with residents daily lives, water, sewer, electric and Fire Protection; sporting events, customary for Lyons citizens, such as: softball, fishing, boating, tubing, rafting - **Town of Lyons- Boulder County Sheriff**; Traffic Control, pedestrians and vehicle- **Colorado Department of Transportation**. This list may not be all inclusive of issues needing to be addressed.

ATTACHED: by Darlene L. Thompson, owner at 511/513 West Main Street, Lyons, Co.

My Goals: My History: and My Dream:

Presently, I will review my goals and my dream with you and will let you review the elongated, **My History** section at your own choosing.

My Goals: I do NOT want to attend the funeral of any more of our beloved Lyons Area Heroes or Heroines, nor do I want the deaths of 700 festival attendees on Our (Lyons) hands due to the lack of CARE, PROTECTION, AND SAFETY without, "common sense and logic" in the preliminary Impact Study and/or Planning. **"Fore warned is Fore armed" . . we must be READY for any catastrophic occurrence, whether it is an act of God or Mother Nature or an act of HUMAN ERROR.**

My Dream: I want to live out my days in calm and peace with my doggie, my family and my friends near by! I do NOT see that dream in my future with the documents that I received on June 5th by Registered Mail from the Town of Lyons, #7014-2120-0000-6380-3913 regarding: NEIGHBOR NOTIFICATION: ORDINANCE 949, TEMPORARY USES AND STRUCTURES AT RIVERBEND and NEIGHBOR NOTIFICATION: ZONING AMENDMENT & USE by SPECIAL REVIEW APPLICATION AT RIVERBEND.

For the record: My good neighbor contacted me three times after I had informed him that I was NOT discussing the sale of my property until after the one year anniversary of my husband's death. I finally, wrote him a letter to advise and inform him to contact my realtor. Speaking of my late husband . .he and both of my parents and my youngest son, would flip over in their graves up there at the Lyons Cemetery if, they knew what was coming down the Pike and/or River if, you will, by my neighbor and partners at LYONS PROPERTIES, LLC.
Questions or notes in PINK on the document received from the Town of Lyons.

My History: Great grandparents, the Birdsalls owned what is now Shady Lane; Great grandparents, Arthur Trevarton owned property in Hygiene, Altona and Ward; grandfather, Otis Andrew owned 1000 acres in Allenspark where my Mother and her four brothers attended Bunce School through the 8th grade and then to Lyons when her Dad drove her to school every day down the South Saint Vrain. I and four of my five children all graduated from Lyons High School. We (my husband, James and I) have owned property in Lyons since 1968. A total of 47 years at 206 Park Street and/or 511-513 West Main Street which is zoned "Commercial." My husband served on the Lyons Parks and Recreation and Planning Commissions and was a Town Council Board Member. Additionally, we rented a mobile home space in Lyons for 3 more years, giving me fifty years in Lyons as an adult and another year as a child attending school in the Old Museum School Building when I was a fourth grader.

My parents, Willard and Leona Trevarton owned all of the land from Hwy 36 to the St Vrain River, including my current property and that of 517 West Main, now owned by Mike Whipp. The property was residential and farming, they ran cattle, irrigated the pasture, grapes, orchard and garden. They sold the back half to Don Fidler and my parents built the new house, using Lyons Red sandstone and Buff sandstone from Masonville. Dad was working for Sterling Stone Quarry at the time and my mother was a postal clerk at the Main Street Post Office and then they moved into the new Post Office in the Loukenon Building next to Rogers Hall.

The friends and neighbors who "lent a helping hand" to my parents were amazing during the construction of their new home, the home that I now own. Slim Gereaux, Bill Bracket, Sherm Bohn, David Orback, Albert and David Goranson, Clair Billings, Gene McAllister, Lorne Beck and even my husband sporting his full length leg cast - sitting on his fanny and dragging that cast across the floor as he nailed down sub-flooring.

My employment in the Lyons area included: Foothills Restaurant, Lyons High School, Valley Bank, Indian Valley Company, Hygiene Elementary, Seven T's Construction as the Corporate Secretary-Treasurer, Baseline-Mocon Industries and Lionscrest Manor.

I volunteered as PTO President, Treasurer of Lyons Cemetery, Member of the Lyons Parks and Recreation Board, Sunday School teacher, Blue Birds Leader, Cub Scout Den Mother, Volunteer of America, Advisory Board of Salvation Army, coach for men's and girl's softball teams and an avid women's softball player, second base traditionally. I was also an avid advocate to "keep our schools in Lyons," campaigning for School Board Members, Dr. McKenna, Wade Carlson and Henri Kinson.

My greatest feat was supporting and backing my husband of 56 years, raising my five children, and welcoming 13 grandchildren and 7 great-grandchildren into our Thompson Family. I believe that I had to have "common sense" and "logic," to meet these challenges.

I love Lyons and I will do everything I can to protect "her." Sorry, fellas Lyons is A BIG GIRL TO ME!

Thompson Family Trust
Darlene Thompson
513 W. Main St.
PO Box 55
Lyons, CO 80540

August 4th, 2015

Lyons Properties LLC
501W. Main St
c/o 4121 Ute Hwy
Lyons, CO 80540

Dear Riverbend, Associates and Guests,

This letter is to inform you that our fence was cut and criminal trespass did occur at my residence located at 513 W. Main St. The historical fence, placed by my father Willard Trevarton (circa 1963), was broken and trampled on the date of July 26th, 2015. We have eyewitnesses to the trespass of persons moving from the Riverbend property onto ours and across our property to the Rockygrass Festival at Planet Bluegrass. This fence is adjoining your property at 501 W. Main St. Upon receipt of this letter, if you, your guests, or associates come onto my property they will be in violation of Lyons Municipal Code of criminal trespass.

On the date of July 26th, 2015 we filed a complaint with the Boulder County Sheriff (case number 15-4180) written by Officer Gary Robinson (badge number 566).

This letter further serves as notice that we will be placing motion cameras to collect evidence of trespass, have repaired said fence, and will do everything to protect our property and our peaceful enjoyment of said property.

We consider it your legal and fiduciary responsibility to prevent any further trespass from your property onto our property.

We will pursue this issue further should any additional trespass, disturbance of our right to peaceful enjoyment, or damage to our property occur. We are requesting all trespass to cease and desist before formal litigation is filed. Please contact our attorney Richard Johnson of Johnson and Repucci of Boulder.

Darlene L. Thompson

cc:
Lyons Town Board
Planet Blue Grass
Richard Johnson esq

ELEVATED
CATERING

March 4, 2016

To the Board of Trustees, Town of Lyons:

I am writing to express support for the permanent commercial zoning Lyons Properties LLC located at 501 West Main Street in Lyons for the purpose of operating a special events venue.

The Town of Lyons Sustainable River Corridor Action Plan states that "It is our vision to . . . enhance the functionality of the river and riparian areas to maximize the recreational, ecological, and economic values." A permanent commercial zoning for the purpose of maintaining a special event venue at 501 West Main Street is a much better use of the property than its previous use. As a special event venue, River Bend attracts visitors to your Town to appreciate its natural beauty.

I can testify that the property has a direct economic impact on the community of Lyons. I pay Boulder County sales taxes which support County Roads & Transit, Open Space, and Food Recovery efforts. I purchase goods and services within the Town of Lyons, supporting local businesses and generating additional sales tax revenue.

Further, Tracey & Jon Eaton, Michael Whipp and Betsy Burton are model citizens of your Town, constantly promoting local businesses, providing education to visitors, supporting local non-profit groups, and encouraging flood recovery efforts. Their contributions surely have not gone unnoticed by the Board of Trustees. You have every reason to believe that they will continue to operate the venue in a manner that is beneficial to the Town.

In order "maximize the recreational, ecological, and economic values" of the St. Vrain River and the Town of Lyons, the Board of Trustees should grant a permanent commercial zoning request to River Bend.

Sincerely,

Stephen Tanner, Partner
Elevated Catering

To the Board of Trustees, Town of Lyons 3-5-16 Re: Riverbend
I'd like to speak in favor of Riverbend.

Coco Gordon
523 5th Avenue
PO Box 225, Lyons Co 80540

I'm writing to express my total support for the commercial zoning of Riverbend venue at 501 W Main Street, Lyons, CO. It makes perfect sense to iron out with the town all ways that a change to its zoning can become part of the other surrounding and nearby commercially zoned properties. It makes perfect sense for Riverbend to extend parking and camping to Planet Bluegrass, and to tie in with other commercial- zoned properties in town, since for a long time commercially zoned property has been tucked in with variously zoned neighbors in this relatively small but richly diverse business, light industrial and residential town.

For me even more pertinent, since Riverbend achieves the economic localization that is the heart of all Lyons Comp Plan and other town plans: LRAP, LESAP, SRCAP, it exemplifies that the need for Economic development is working well, is resilient, and creates an economic localization that keeps wealth in the local community, bringing in a large, balanced clientele coming from in and outside of town to benefit the town, and, even become drawn to live here.

Riverbend has succeeded in creating a multiply-effective business plan that offers many enhancements to town by its varied business, while upgrading tremendously the property itself from its disastrous flood-ravaged state.

Riverbend has gone from a grand and most beautiful design to a multi faceted diversity of use to benefit many sectors of our town, created by the same two persons who created their Farmette economic localization business-building. Mike and Betsy have led the way to developing the Commercial Eastern Corridor, and have set an example by their design for best land practices, local foodshed creation, new value-added re-skilling, farm, floral and bridal related business creation.

The Riverbend Wee Casa tiny housing is a more than needed element in their business for housing visitors to town, which enhances Lyons' Economic development. I support all use that is appropriate to the Commercial zoning for the tiny homes at Rivernbend, and suggest that the tiny homes could become a model for some other endeavor to replace a good portion of the housing that was lost from the flood, on acquired lots or present lots for sale.

It seems to me that the Riverbend re-design of the land contours has been carried out to protect the majority of the land from further flooding, by extremely good land mitigation and redrocks design, and has achieved a great new model from what was there before with sand running around some of the former lower-lying trailers, that were too low in the floodplain.

Riverbend should be given an award for transforming their land into an all around much more resilient business property in Lyons that has added to solving the immediate emotional, fundraising, arts, concerts, dinners and social needs for high spirit business activity: Weddings, recreation, arts, and fundraising – and collaborating to add others to Lyons business with tiny homes planning and appreciated use.

As to the sound problem brought to attention by some Riverbend neighbors, I believe sounds in Lyons from establishments that run up from the bottom of quite a few varied microclimate bowls these stone canyons create, building up differently the sound formations, affects differently, many of our residential communities, at different times, depending on particular concerts and town public and private events.

We all share the events and the airwaves here. And, very few are immune to sound pollution, where a highway runs through us. For instance, In my home on the highway 7/36 juncture, I get perfect reproduction of sound from Planet Bluegrass to the tone and words of every song with an also amplified bounce of that same sound that comes back from Meadow Park cliffs, but I get absolutely no sound coming in from Riverbend because it is tucked as a microclimate into the rocks between us.

Sporadic and unevenly heard events also keep up the spirit, the income and the taxes that localization of small businesses bring to all in the town and with it, many benefits. I chose to live here with its musical unintended consequences and love it. Riverbend has addressed sound objections from its small amount of neighbors, by trading out its electronic sounds for lower sounding acoustic music, for which it is already being a good neighbor.

I'd like to say that with Lyons being a highway town, the constant passing sounds of the huge trucks, motorcycles and vehicles that rumble through the only gateway to the Rockies are much more durably audible than intermittent music sounds, and affect many more homes that follow the highway all the way through town.

Though I do appreciate the feelings of those who live in sound affected areas who predate way back to time when there may have been little sound to disturb peaceful living. Yet, sound decibels in the past 10 years I have been here, seem to be a large part of our town. When I lived for year up the hill on 1st avenue after the flood, which was not on the highway as in my own home, I heard every sound streaming through the wide center of town very loudly.

To sum up, I totally support Riverbend in all its plans that I believe set a beautiful and gutsy example for Lyons business and Town recovery.

Sincerely,

Coco Gordon
A Neighbor situated one House, one large Open Space rock formation, and one Commercial Business South from Riverbend.

March 6, 2016

To the Board of Trustees, Town of Lyons:

I am writing to express support for the permanent commercial zoning River Bend event venue located at 501 West Main Street in Lyons for the purpose of operating a special events venue.

I can testify that the property has a direct economic impact on the community of Lyons. Because of River Bend event venue, I have visited the Town of Lyons many more times over the past two years than I have in the previous twenty. I purchase goods and services within the Town of Lyons, supporting local businesses and generating additional sales tax revenue.

In order "maximize the recreational, ecological, and economic values" of the St. Vrain River and the Town of Lyons, the Board of Trustees should grant a permanent commercial zoning request to River Bend.

Sincerely,

Jacob Mechling

GREENS POINT CATERING

To:
The Town of Lyons Board of Trustees,

On behalf of our industry colleague, community friend and neighbor at The Lyons River Bend, we would like to share our support and ask you to allow them permission to permanently re-zone The River Bend. We have come so far in promoting concerts, hosting beautiful farm to fork dinners, accommodating hundreds of weddings with fabulous guest lists coming from all over the globe to see our attractive town. A large part of that is The Farmette and The River Bend. Whether it's visiting the local market for a quick snack, grabbing a cup of coffee at the Stone Cup or even filling up on gas as they make their final decent through town. The exposure of thousands of travelers coming through each weekend is what this town thrives on. WE NEED THIS VENUE. I am first a Lyons Native, second an employee of Greens Point Catering. I see this through the eyes of a small town girl who wants nothing more than to see this amazing town grow and make a spot on the map. As long as Betsy and Mike abide by the rules and regulations set forth by the committee they should be given the right to promote their property and business. Greens Point Catering grew by 20 weddings last year because of the River Bend alone. That revenue allowed us to purchase new equipment and stimulate pay increases. From a sales perspective it introduced a new culture of clients that appreciate Lyons natural beauty and the amazing people who call it home.
It's a dream every day to wake up and go to work loving what I do and supporting the local venues that neighbor our childhood adventures and family homes. Lyons is truly is a hidden gem and we should share it with others. Please let Betsy do what she does so well. She is a wonderful, warm woman with a huge heart and has put her stamp on this town in so many ways. She's done something incredible with a space that most would have run away from. She shows compassion for this developing area and see's the good in everything. Please give her this opportunity and let's bring more life back to Lyons.

Sincerely,
Holly Haakenson
Greens Point Catering

GREENS POINT CATERING 1240 KEN PRATT BLVD. LONGMONT, CO 80501

303.772.2247

Dear Trustees,
I'm writing in support of River Bend and the upcoming hearing about the venue. I've been very impressed with how beautiful the place is for fundraisers and events since Mike and Betsy cleaned it up after the flood. They have made their business there a wonderful source for great jobs for locals. Everything they do there is thoughtfully considered, well staffed and shows Lyons at it's best.

Since moving to Lyons a year and a half ago, I've made so many connections and new friendships -- many of the events I've met local people at have been held at the Farmette and River Bend. I wanted to write tonight to give them my full support and gratitude.

Thank you.
Mary McHenry
2nd Avenue, Lyons

March 5, 2016

Town of Lyons
Board of Trustees
Post Office Box 49
Lyons, Colorado 80540

To the Town Clerk and Board of Trustees:

As longtime residents of Lyons and business owners of The Stone Cup Café, we wish to express our full support of Mike Whipp and Betsy Burton and their desire for permanent commercial zoning of River Bend. We personally have experienced new business opportunities and are certain that other businesses in town have benefited directly from River Bend events (weddings, dinners and fundraisers). We also feel that the Wee Casa Tiny Homes provide much needed lodging.

We encourage you to approve their application to rezone their property for a Planned Unit Development at the River Bend property located at 501 W. Main.

Sincerely,

Mindy Tallent

Sam and Mindy Tallent, Owners
The Stone Cup Café
442 High Street
Lyons, Colorado 80540

The Stone Cup Café
LYONS' FRONT PORCH

March 6, 2 016

Dear Lyons Board of Trustees:

I am pleased to write this letter in support of of the proposed Commercial zoning change for the River Bend property. Lyons is a great small town with many reasons for people to want to visit and enjoy the wedding, art, and music, venues we offer.

River Bend provides a spectacular setting for all of these and bolsters the economic growth of this recovering hamlet by providing jobs in catering, bartending, grounds and housekeeping. The Wee Casa Tiny Homes fill the continued need for rental rooms that provide beds for those wedding and festival visitors and tourists passing through to and from Rocky Mtn. National Park.

Betsy and Mike are hard workers whose vision has only the best interests of this community at heart. They have listened to complaints from neighbors about the loud music and have taken measures to resolve that problem by having music go acoustic. They continually support many Lyons' charities and causes both financially and by donating use of heir properties for events such as Art on the River which benefits the Lyons Arts and Humanities Commission.

In this case the Community of Lyons needs to give back to them in return for all their generosity and hard work by supporting the commercial zoning. We are very fortunate to have endeavors like theirs that contribute to in a multitude of ways to this place we call home. Lets work with them to help create a Lyons that becomes all it can be for our own enjoyment and all those who want to stop here. I will urge everyone I know approve the permanent commercial zoning for River Bend!

With heart felt support,
Betsy Hubner
Lyons Resident

March 6, 2016

To the Board of Trustees, Town of Lyons:

I am writing to express support for the permanent commercial zoning River Bend event venue located at 501 West Main Street in Lyons for the purpose of operating a special events venue.

I can testify that the property has a direct economic impact on the community of Lyons. Because of River Bend event venue, I have visited the Town of Lyons many times over the past two years. I purchase goods and services within the Town of Lyons, supporting local businesses and generating sales tax revenue.

In order "maximize the recreational, ecological, and economic values" of the St. Vrain River and the Town of Lyons, the Board of Trustees should grant a permanent commercial zoning request to River Bend.

Sincerely,

Jeff Merritt

March 8, 2016

To whom it may concern,

I am writing this letter to voice my support for the permanent commercial zoning of RiverBend at 501 West Main Street in Lyons, Colorado. As the general manager for both RiverBend and Lyons Farmette, I have a vested interest in the continued success of this growing business.

RiverBend is located in the heart of Lyons and deserves to be a centerpiece of the commercial district in that area of town. The property is an incredible asset to the town, drawing thousands of visitors from around the country every single year. These visitors enrich the local economy by bringing not only money into town, but also renewed interest and enthusiasm. When you also consider how WeeCasa offers some of the best and most plentiful lodging in town, its really a no-brainer.

The managers of RiverBend, including myself, have worked tirelessly to accommodate the needs of all neighbors in the vicinity. We have also tried our best to accommodate the needs of the town of Lyons in their post-flood reconstruction efforts. These efforts deserve to be reciprocated when it comes to securing the future of our business.

Thank you,

Garrison Schulte
4167 Ute Hwy
Longmont, CO. 80503

Sounds of Lyons . PO Box 476 . Lyons, CO 80540
Bringing a fresh artistic vision to the cultural landscape of the Front Range
www.soundsoflyons.com

Dear Town of Lyon Board of Trustees:

I am writing this letter to express my support for River Bend obtaining permanent commercial zoning status. River Bend has become an integral part of the community as a multi-purpose venue that serves people from both in and out of town. Beautiful weddings and dinners are presented which in turns provide jobs to local businesses. Fundraisers are held which benefit Boulder County Arts Alliance and Lyons Arts & Humanities Commissions. Wee Casa Tiny Homes are a great asset for lodging in Lyons. River Bend is a place that honors the beauty of the nature and offers an intimate setting to celebrate life, art, and music.

The owners Betsy and Mike are both community-minded people, and willing to work with minimizing the impact that it would bring to the immediate neighbors. They have shown the respect to neighbors by resolving the noise issue to only using acoustic music, in spite of how it might impact their business negatively.

I hope you would consider the support from many of us who see the positive outcome of having a place like River Bend thriving in the community.

Thank you.

MinTze Wu

Founder/Director, Sounds of Lyons

March 7, 2016
Town of Lyons Board of Trustees
Attn: Deb Anthony, Town Clerk

Lyons Town Hall
432 5th Avenue
Lyons, CO 80540

Re: Permanent Commercial Rezoning for River Bend

Dear Town of Lyons Board of Trustees,

We have been informed of River Bend's application for permanent commercial zoning and are in strong support of it. The Town of Lyons has clearly stated it has aspirations of becoming an economically, socially and environmentally sustainable community. Indeed, River Bend clearly helps forward those same aspirations. Not only does River Bend offer an amazing venue for weddings, fundraisers, dinners and wonderful lodging through Wee Casa Tiny Homes, but it also provides patronage to local businesses and jobs for many people through the businesses on its vendor list, e.g., caterers, bartenders, musicians, rental companies and more.

The only plausible resistance to River Bend's application would be concern over the music level in the evenings. To alleviate this concern and, also, demonstrate its willingness to be good neighbors, River Bend is going acoustic only starting this year.

Again, we most strongly support River Bend's application for permanent commercial zoning.

Very truly yours,

Heather A. Stansel
Robert W. Stansel, J.D.

March 6, 2016

To the Board of Trustees, Town of Lyons:

I am writing to express support for the permanent commercial zoning River Bend event venue located at 501 West Main Street in Lyons for the purpose of operating a special events venue.

I can testify that the property has a direct economic impact on the community of Lyons. Because of River Bend event venue, I have visited the Town of Lyons many times over the past two years. I purchase goods and services within the Town of Lyons, supporting local businesses and generating sales tax revenue.

In order "maximize the recreational, ecological, and economic values" of the St. Vrain River and the Town of Lyons, the Board of Trustees should grant a permanent commercial zoning request to River Bend.

Sincerely,

Louis Schier

Eckelberry, LLC
John L. Eckelberry
Catherine S. Reynolds
Michael J. Glade
Julie M. Karavas*
LarsonBushell LLC
Phillip K. Larson
Michael A. Bushell
Asher M.B. Ritmiller
Cynthia R. Smith, P.C.
Eric J. Voogt

*Admitted in Colorado and Nebraska

INMAN FLYNN
— Attorneys at Law —
Biesterfeld & Brentlinger, P.C.
Colorado and Nebraska

OF COUNSEL
M. Dee Biesterfeld
Richard P. Brentlinger

Robert D. Inman
(1920 - 2014)

John J. Flynn, Jr.
(1922 - 2002)

Established 1961

March 9, 2016

Town of Lyons Board of Trustees
c/o DAnthony@townoflyons.com

RE: River Bend re-zoning

Dear Trustees:

The purpose of this letter is to provide my personal and professional support of River Bend's permanent zoning as part of the broader effort to support small business, namely in the community of Lyons. As you may be aware, I am a homeowner in Lyons and I am a transactional attorney practicing in both Colorado and Nebraska, representing many small and family owned businesses across the spectrum from traditional agricultural operations to entrepreneurial technological businesses. In an effort to be concise, yet thorough in voicing my support, I will address the benefits of supporting small local businesses and then more specifically the reason for my support of River Bend.

The benefits of locally owned businesses has been well documented and communicated to our community in recent publications. Rather than restate the outline of those factors, I will highlight a key factor. Simply, ownership. Not merely who is the legal owner of a business, rather, when a local person(s) is the legal owner of a local business that person takes ownership of the company's actions and has a stake in the community. The owner is a neighbor of all of us and as a recognizable member of the community is more likely to be responsible and accountable than an absent owner. A local owner does have an interest in how his/her community will grow and develop as the owner is also a resident. A local owner is accountable economically, socially and environmentally.

As to the benefit the community of Lyons will receive by supporting the re-zoning process to permit River Bend to be commercially zoned, we will not only support a local business, we will also control not only what is done on the subject land, we will be controlling and managing where the wedding parties and other social events occur in our community. Regardless of what your final decision is as to the zoning, people will continue to hold social events, including weddings, in our community and in effort to control where such events are

held, it is in the community's best interest for all of the residents and businesses, as well as the visitors participating in such events, to have an organized forum for such events. Clearly, given the recent recognition of WeeCasa in Outside magazine, there is national if not global interest in celebrating in our community. As people venture to Lyons to explore and celebrate, it should make sense to us that we need to provide an organized forum for visitors, as well as for our residents so that we can be assured that there are rules in place for where visitors may stay, and behavior expectations. I am well aware that there is a concern as to noise levels with events. If there is a commercially zoned area with specific rules to be followed, our residents will be afforded with enforceable rules rather than have a situation in which there is no commercially zoned location for such activities and experience a situation in which no formal guidelines are provided, yet visitors come regardless.

In short, it is imperative to recognize that people will continue to visit Lyons. It is just as imperative to recognize that we need to have a plan in place to control where people will gather, and to provide guidelines for such gatherings. Let's celebrate all that Lyon's has to offer, including residents who wish to invest their time and funds and develop businesses which will be mutually beneficial to the owners and the community. Thank you for your consideration.

Best regards,

Julie M. Karavas

I'm writing in support of the business River Bend in Lyons to obtain permanent zoning for commercial operations.

The management of this property has a long proven history in Lyons of preserving the beautiful natural surrounding and working closely with the town and their neighbors to provide harmonious, necessary accommodations for the visiting tourists and beneficial tax source for the town. By hosting weddings, fundraisers for local organizations and farm to table dinners in addition to unique lodging opportunities they provide a great place for people to meet and stay as well as a place for locals to work while enjoying Lyons most beautiful natural recourses. By addressing neighbors' concerns regarding amplified music during events they have proven that they are conscientious and courteous business operators by proactively establishing an "unplugged" policy when it comes to event entertainment. Allowing this locally owned and managed business to operate continuously under commercial zoning your also allows other local businesses to thrive injunction with the offerings of River Bend in the form of additional lodging, shops, restaurants and event service companies.

Sincerely,

Allen Burton
Smoke Shack BBQ and Catering
Longmont, CO

ELEVATED
CATERING

March 5, 2016

To the Board of Trustees, Town of Lyons:

I am writing to express support for the permanent commercial zoning River Bend event venue located at 501 West Main Street in Lyons for the purpose of operating a special events venue.

I can testify that the property has a direct economic impact on the community of Lyons. I pay Boulder County sales taxes which support County Roads & Transit, Open Space, and Food Recovery efforts. I purchase goods and services within the Town of Lyons, supporting local businesses and generating additional sales tax revenue.

Look no further than the current issue of Outside magazine for direct evidence of the positive impact River Bend event venue has on the Town of Lyons. Congratulations to the Town of Lyons for the economic impact you will see from their commercial use of the property at 501 W. Main Street.

In order "maximize the recreational, ecological, and economic values" of the St. Vrain River and the Town of Lyons, the Board of Trustees should grant a permanent commercial zoning request to River Bend.

Sincerely,

Kevin Barthelemy, Executive Chef
Elevated Catering

The Front Range Catering Co.

EXCEPTIONAL FOOD • SUPERIOR SERVICE

The Front Range Catering Co.

5741 Arapahoe Ste 3A

Boulder, Co 80303

To the Trustees of the Town of Lyons,

I am writing on behalf of the River Bend event center. This is such an amazing space for weddings and special events and other activities and our staff enjoys recommending it. We speak with many clients who love the ambiance and ability to stay on property in the tiny homes, creating a unique experience that I have not seen anywhere else along the Front Range.

We cater to many venues in the area and can vouch for the high standards that Betsy Burton has placed on the vendors who have the privilege of working there.

It's been a very satisfying partnership, one that I hope will continue for many years.

Sincerely,

Nora Beelner

Nora Beelner

Co-Owner

PHONE: (303) 449-1981 • FAX: (303) 786-8010
E-MAIL: service@frontrangecatering.com
WEB SITE: www.frontrangecatering.com
5741 ARAPAHOE, SUITE 3A • BOULDER, CO 80303

March 7, 2016
Town of Lyons Board of Trustees
Attn: Deb Anthony, Town Clerk

Lyons Town Hall
432 5th Avenue
Lyons, CO 80540

Re: Permanent Commercial Rezoning for River Bend

Dear Town of Lyons Board of Trustees,

We have been informed of River Bend's application for permanent commercial zoning and are in strong support of it. The Town of Lyons has clearly stated it has aspirations of becoming an economically, socially and environmentally sustainable community. Indeed, River Bend clearly helps forward those same aspirations. Not only does River Bend offer an amazing venue for weddings, fundraisers, dinners and wonderful lodging through Wee Casa Tiny Homes, but it also provides patronage to local businesses and jobs for many people through the businesses on its vendor list, e.g., caterers, bartenders, musicians, rental companies and more.

The only plausible resistance to River Bend's application would be concern over the music level in the evenings. To alleviate this concern and, also, demonstrate its willingness to be good neighbors, River Bend is going acoustic only starting this year.

Again, we most strongly support River Bend's application for permanent commercial zoning.

Very truly yours,

Heather A. Stansel
Robert W. Stansel, J.D.

March 8, 2016

Town of Lyons Board of Trustees
c/o DAnthony@townoflyons.com

Dear Lyons Board of Trustees:

I am writing in support of permanent commercial zoning for River Bend. We work for Boulder County Arts Alliance, a nonprofit organization that serves artists and arts organizations in all of Boulder County. Lyons is an important part of our constituency. This is will be the third year that Betsy and Mike of River Bend have most graciously offered up their venue of River Bend to be the site of our fundraiser, Arts on the River, hosted jointly with the Lyons Arts and Humanities Commission (and this year with Sounds of Lyons). Arts on the River is a financial and community success, with 30 artists participating (most of them from Lyons) and several hundred in attendance. We could never afford to rent such a gorgeous venue and carry off such an event without their support. The artists involved kept 70% of their sales, while the remaining 30% was split evenly between BCAA and LAHC. River Bend didn't ask for a dime, and Betsy worked hard to recruit patrons to the event. We at BCAA and LAHC are so grateful because we know she could have rented the venue for a profitable affair instead, but being a charitable member of this community is important to her and Mike. Please give them the support they need to keep on doing what they are doing for Lyons!

This year's event will take place Sunday, August 28. We hope to see you there!

Thank you,

Charlotte LaSasso, Executive Director
Crystal A. Polis, Communications Manager
Boulder County Arts Alliance
2590 Walnut St Ste 9
Boulder, CO 80302
303-447-2422

A SPICE OF LIFE
CATERING SERVICES | EVENT CENTERS

March 8, 2016

To the Town Of Lyons/Board of Trustees
C/O Deb Anthony:

I am writing in support of the Town of Lyons /Board of Trustees awarding the River Bend Event Venue the appropriate commercial zoning that would allow the property to continue and enhance their event business. The operators at River Bend have done a remarkable job transforming the property into a first class venue that adds value both socially and economically to our community.

The wedding and event business in Lyons has flourished over the last decade. River Bend brings another highly desirable location to Lyons, supporting the growth in this industry sector. These events bring thousands of people into town each year. My business, A Spice of Life Catering is one of the many locally-owned companies that has benefitted by the addition of River Bend. In 2015, we catered 10 weddings at the location, and we are on track to increase that number for 2016. Having been in the wedding business for over 20 years in Boulder County, I can attest to impact of a successful event venue on other area businesses. In addition to the revenue to the venue and caterer, each wedding generates customers for restaurants and coffee shops, photographers, florists, stylists, musicians, rental companies, and planners. Lyons is home to many of these small companies and we have found that couples most often hire locally to support our business community.

The operators at River Bend have proven socially responsible with respect to our community. Last year, when noise became a concern to neighbors, the management reacted quickly. Significant attempts to address concerns were made, including adopting an "acoustic only" policy for 2016 events. Further, the venue has been the generous host of many local fundraisers and community events. These have included benefits for the Lyons Community Foundation, and Nepalese Earthquake relief, as well as supporting groups such as the Lyons Art and Humanities Commission in adding cultural and educational opportunities for Lyons.

It is my opinion that the operators of River Bend are responsible, thoughtful members of our business and social community. By awarding the appropriate zoning to sustain their operations, they will continue to provide positive social and economic benefits to the Town of Lyons and its residents.

Sincerely,

Dan Bruckner
A Spice of Life

March 8, 2016

Dear Lyons Board of Trustees,

We are writing to support the permanent zoning of River Bend as a commercial venue. The venue provides a beautiful and desirable setting for weddings, as well as fundraisers, dinners and the Wee Casa Tiny Homes. These events bring many visitors into town that in turn patronize local businesses. They also provide jobs for many who work in the event planning industry, including caterers, bartenders, musicians and rental companies. The Tiny Homes alone are a unique attraction and a creative lodging model that helps put Lyons on the map.

My husband and I live next door and we are in full support of River Bend's application.

Best,
Sarah & Joshua Baranauskas

517 W. Main Street
Lyons, CO
303-246-1967

LYONS
COLORADO

March 9, 2016

Mayor John O'Brien
Members of Lyons Board of Trustees
Sent via e-mail

Dear Mayor O'Brien and Trustees

I am writing this letter in support of the River Bend zoning change from R2 to CEC (Commercial Eastern Corridor).

The River Bend property possesses all the characteristics of current Lyons commercially zoned property and more. River Bend is located adjacent to the Main Street/Highway 36 corridor in a highly visible location with highway frontage, making it a natural extension of our commercial district. Furthermore, River Bend is surrounded by property which has been commercially zoned for decades. But what makes River Bend unique is an unprecedented opportunity for private development with river access. This uniqueness is a commodity that can be utilized to differentiate Lyons and drive sales tax.

DOUBLE GATEWAY
TO THE ROCKIES

Lyons Properties (River Bend owners) are a group of local entrepreneurs with a vision that aligns with the Economic Development Goal's outlined in Lyons Comprehensive and Recovery Plans.

Comprehensive Plan

Goal #1: Create an environment in which local businesses can prosper.
- Objective 1.1: Create space for local businesses.
  - Strategy 1.1.2: Inventory and analyze Town-owned real estate and real property to ensure the highest and best use.
  - Strategy 1.1.4: Work with stakeholders to promote appropriate zoning of properties consistent with 2010 Lyons Planning Map
- Objective 1.2: Improve Lyons' fiscal, regulatory and physical environment.
  - Strategy 1.2.3: Maintain infrastructure to support existing businesses and develop infrastructure plans for new business growth.
  - Strategy 1.2.4: Explore ways to communicate Lyons is a business-friendly community.

Goal #2: Leverage the Town's history, natural setting, unique retailers and relationship with the music and arts community to attract tourists.

TELEPHONE
303.823.6622
FACSIMILE
303.823.8257
432 5TH AVENUE • P.O. BOX 49
LYONS • COLORADO 80540
TOWNOFLYONS.COM

Objective 2.2: Make Lyons a retail and recreational destination for residents and visitors.

Strategy 2.2.1: Focus on encouraging the development of lodging facilities.

Strategy 2.2.6: Encourage the promotion of tourism based on Lyons' history as well as arts and cultural events.

Recovery Action Plan

Goal #1: Create an environment in which local businesses can prosper and expand.

Objective: Increase local business' share of regional market and make Lyons a retail, recreational, artistic, and heritage tourism destination.

BIZ 1.4.1: Create a business plan that documents the existing events-based industry and demonstrates the profitability of a Hotel/Conference Center.

BIZ 2.1.1: Focus on encouraging the development of lodging facilities including creative options such as hostels, the ability for residents to rent their homes/extra rooms, an artist residency program, hotels/motels, or bed and breakfasts.

Many of the current properties in Lyons have been historically underutilized. This zoning change, with development to follow, would lay the foundation for Lyons' economy expansion and act as the cornerstone of the development of Lyons as a true tourism destination. The Lyons Properties Group is committed to maintaining and building upon the arts, music and outdoor recreational culture Lyons is known for as well as meeting a primary goal of minimizing retail sales leakage to Longmont or Boulder.

As it pertains to music, the Lyons Properties Group have mitigated neighbor frustrations with volume levels by implementing restrictions to minimize audio impact. Live music is and always will be a mainstay in Lyons, event producers must continue to work with the community to lessen the impact on their neighbors.

As Economic Development Commission Chairman, I believe the River Bend zoning change is imperative to the creation of a financially sustainable Lyons. The benefits to our sales tax base, workforce and property value are precisely what Lyons needs to be economically independent.

Sincerely,

Jay Malito
EDC Chair

TELEPHONE
303.823.6622

FACSIMILE
303.823.8257

432 5TH AVENUE • P.O. BOX 49
LYONS • COLORADO 80540

TOWNOFLYONS.COM

To the Board of Trustees, Town of Lyons:

My name is Angie Wilson. I grew up in Lyons, and now live in Longmont and work as a wedding photographer. I have worked with Betsy and Mike at multiple weddings I have photographed at the Lyons Farmette, and have always been impressed with their professionalism and pride in creating a unique space for brides, grooms and their friends and families to come together to celebrate their union. The Lyons Farmette has become a sought-after venue with couples across the state of Colorado, so I was excited to hear that Betsy and Mike were transforming the destruction of the trailer park (where my grandfather had lived until the flood), into the River Bend.

Betsy and Mike have applied for permanent commercial zoning for the River Bend, and I wanted to let you know of my support for them in this, as I know the River Bend will be important to many local businesses and jobs (including mine!).

Thank you,
Angie Wilson
angiewilsonphotography.com

Dear Lyons Board of Trustees,

I'm writing to show my support for River Bend and WeeCasa applying for permanent commercial zoning. RiverBend provides an excellent place for weddings, fundraisers, and dinners. Wee Casa Tiny Homes are a great asset for lodging in Lyons and they recently put Lyons on the map by being featured as a top place to visit in 2016 Outside Magazine issue. These businesses bring a lot of people to town to patronize our local businesses and they provide many jobs for people, from caterers and bartenders - to musicians and rental companies. Lyons desperately needs lodging to bring in any sustainable businesses too.

RiverBend seems to be understanding about neighbors needs and are respectful of sound issues. They have gone completely acoustic only (unplugged instruments), starting this year at the neighbors' request. Thank you for letting me express my desire to have these businesses thrive in Lyons.

Brent Hollingsead
Creative Director/Founder
512-924-7922

To whom it may concern,

River Bend provides an amazing place for weddings, fundraisers, dinners and that the Wee Casa Tiny Homes are a great asset for lodging in Lyons. They bring a lot of people to town that patronize your local businesses. They also provide many jobs for many people through all of the businesses that are on their vendor list ~ from caterers and bartenders to musicians, photographers, rental companies and more. I have a personal stake in this venue as a musician, who has a lot of upcoming events booked to play there. I think that since the music will be completely acoustic, not amplified at all, that aspect of the situation should be resolved. Thanks for your consideration and I hope that we can keep this venue going strong for many years to come!

Sincerely,

Mark Diamond

Mark Diamond

720-940-6398

www.markdiamondmusic.com

Deb & Trustees:

re: River Bend's re-zoning process

I am personally in support of River Bend being ***permanently*** Commercially Zoned - as it so beautifully provides a prideful destination venue for *very* special events, stunning celebrations, & much-needed / appropriate accommodations for Lyons & surrounds... Not to mention their provision of local employment opportunities & fueling the coffers of local musicians, florists, caterers, & bartenders, etc.

The people that convoy to town as a result the wonderful *'goings on'* there - eat at our restaurants, refuel their tanks, enjoy Main Street's sculptures & our friendly peeps, but best of all - patronize our local & regional businesses. As a provider of wonderful wedding gifts & custom gathering opportunities in our Western Stars Gallery & Studio, I am personally a huge fan of all that the Farmette & River Bend bring to the table of Lyons.

Betsy & Mike have proven to be generous, collaborative & visionary pioneers for this community.
The first-time guests to town who have experienced the magic created at Farmette & River Bend events leave as positive ambassadors for the good of Lyons...
What can be better than that?

Just my two-cents.
Sincerely,
Chrystal DeCoster
Western Stars Gallery & Studio
401-301-1212

Dear Town of Lyons Trustees, March 5, 2016

This is in regard to the Riverbend property on Highway 36 that Betsy Burton and Mike Wipp own and operate. They did such a great job of quickly getting property cleaned up after the flood, it boosted our general sense of well being. I know they have invested their time and money in Lyons and I would ask that we support them in return.

I am pleased to have this beautiful land and riverscape so well maintained and available for weddings. It is my desire that you grant the necessary zoning that they may continue on this path of operations. Thank you for your consideration.

Sincerely, Sally King

Hello!

I am a wedding and event planner based in Denver and wanted to share with you how much my clients love having events at River Bend in Lyons. The setting is so unique and creates such a special spot for friends and family to gather. So many spaces in Colorado have become quite commercialized, and River Bend is one of the few that still feels authentic! Clients that choose to host their events there typically love working with local vendors and always ask my recommendations for other local companies to hire for their event. We have worked with local vintage rentals companies, specialty table companies, sourced local flowers and herbs, and even local musicians for events in Lyons. I would ask that you please consider allowing River Bend to rezone for continued use in 2017 as it is truly one of a kind and one of the best.

Thank you for your consideration,
Sarah
Sarah Jane Faulkner

To Whom it May Concern,

The purpose of this letter is to show support for the commercial re-zoning of the Riverbend venue. We've worked with Betsy, Mike, and the rest of their wonderful staff since we got our start as a catering company four years ago. Both Riverbend and The Farmette are not only wonderful venues for fundraisers, weddings and events, but in our eyes, a big asset to the town of Lyons. The properties are beautifully maintained, and the Tiny Home lodgings situated on the property are a huge asset to temporary lodgings in Lyons. There's nothing quite comparable in the area.

While we do understand that large venues can prove disruptive for neighbors, we feel that Betsy & Mike have been more than conscientious and understanding in addressing the sound complaints from last year. Should the property be re-zoned commercially, we're completely confident that they will maintain this level of respect for their community. Venues and event spaces bring tourism business to the community, provide jobs to members of the community, and in turn support the local businesses that make Lyons so unique and charming.

Please don't hesitate to reach out with any further questions.

Sincerely,
The Blackbelly Team

Chelsea Carlton

914.474.7460

Blackbelly.com

Town of Lyons Board of Trustees,

I'm writing to you on behalf of Riverbend. I'm a local Pinewood Springs wedding coordinator and I've had the pleasure to work many weddings at this beautiful property. I think Lyons is such a special place and we bring in so many couples that love our town, and truly appreciate and want to support our little community.

Riverbend is such a special venue, couples fall in love immediately with the property! Betsy and Mike have put so much time and love into that venue. Bringing more weddings to Lyons means more people supporting our other local businesses as well. I know that they have also turned the venue to acoustic music only, which will keep the volume down significantly while weddings and other events are being held there. They are really working towards having a successful venue, and wanting to have the full support of our local community.

Another amazing thing that Riverbed has to offer are their tiny homes. They are such a unique accommodation experience. I have friends that have stayed there just to have a fun night out in Lyons, and not have to worry about driving. That is another thing about our sweet little town, there are not a whole lot of accommodation options. Whether it be an event that Riverbed is holding, or just people wanting to come to Lyons for the weekend, it sure is nice to have more accommodation options.

We with Root + Gather Events love and fully support Riverbend, and I hope you can see where we are coming from. Thank you so much for your time and have a great week!

Sincerely,

Crystal Klink
root + gather events- wedding planner
crystal@rootandgatherevents.com
262.573.7950
www.rootandgatherevents.com

To whom it may concern,

My name is Nate Camelio and I am the owner/operator of Garnish bar tending. I have worked with Mike and Betsy since 2012 at the Farmette bar tending weddings and special events. Since River Bend has opened last year, I have continued to grow as a company and bar tend many of the events that go on at both venues. They have put me on their preferred vendors list from the moment I started my company in September of 2012. If it wasn't for the River Bend venue now also doing weddings and special events, my company would be struggling to survive in a wedding market that is somewhat limited as far as venues go in our area that allow outside vendors. Please consider the allowance of the commercial zoning so it may continue as the amazing venue that it is and so that my company can continue to grow.

I believe with the music going acoustic, many of the noise will diminish for the surrounding neighbors. This venue has provided countless opportunities for many companies like mine to make a living. They have also hosted

fundraisers and benefits over the course of the years which help give back to our wonderful community of Lyons. I love directly next door to River Bend as well and have no problem with any noise that comes from events they host when I am not working them. It is an amazing addition to the already great town. Thank you for your time.

--

Nathan Camelio
Garnish bar tending
774-238-0970
www.garnishbartending.com
https://www.facebook.com/garnishLLC

Hello,

I am writing in support of River Bend being commercially zoned.

River Bend provides an amazing place for weddings, fundraisers, dinners and that the Wee Casa Tiny Homes are a great asset for lodging in Lyons. Events at River Bend bring a lot of people to town that patronize our local businesses. Events also provide many jobs for many people who are vendors – from caterers and bartenders to musicians and rental companies and more.

The new acoustic-only (unplugged instruments) regulations should resolve the previously contentious noise issue.

I hope you will support River Bend and its important role in our community.

Thank you,

Betsy Welch

To:
The Town of Lyons Board of Trustees,
On behalf of our industry colleague, community friend and neighbor at The Lyons River Bend, we would like to share our support and ask you to allow them permission to permanently re-zone The River Bend. We have come so far in promoting concerts, hosting beautiful farm to fork dinners, accommodating hundreds of weddings with fabulous guest lists coming from all over the globe to see our attractive town. A large part of that is The Farmette and The River Bend. Whether it's visiting the local market for a quick snack, grabbing a cup of coffee at the Stone Cup or even filling up on gas as they make their final decent through town. The exposure of thousands of travelers coming through each weekend is what this town thrives on. WE NEED THIS VENUE. I am first a Lyons Native, second an employee of Greens Point Catering. I see this through the eyes of a small town girl who wants nothing more than to see this amazing town grow and make a spot on the map. As long as Betsy and Mike abide by the rules and regulations set forth by the committee they should be given the right to promote their property and business. Greens Point Catering grew by 20 weddings last year because of the River Bend alone. That revenue allowed us to purchase new equipment and stimulate pay increases. From a sales perspective it introduced a new culture of clients that appreciate Lyons natural beauty and the amazing people who call it home.

It's a dream every day to wake up and go to work loving what I do and supporting the local venues that neighbor our childhood adventures and family homes. Lyons is truly is a hidden gem and we should share it with others. Please let Betsy do what she does so well. She is a wonderful, warm woman with a huge heart and has put her stamp on this town in so many ways. She's done something incredible with a space that most would have run away from. She shows compassion for this developing area and see's the good in everything. Please give her this opportunity and let's bring more life back to Lyons.

Sincerely,
Holly Haakenson
Greens Point Catering Sales Designer

Dear PCDC, BOT, Town Staff, and Mayor O'Brien: Just a reminder to trustees, zoning for Riverbend has been discussed in many prior meetings. Items are still pending that should preempt a final permanent zoning change. Collaboration between Riverbend and neighbors adjacent to these venues has been amenable and productive. Efforts with time and financial resources have been put in by all. The constant threads of emails and conversations and on-site visits are a testament to everyone's efforts. Yet, the situation is still a work in progress. With a new season starting, it seems prudent to see how the suggested changes in amplified/acoustic sound and music venues pans out. Having operated under temporary zoning for multiple years, permanent zoning changes seem too early to grant.

At this time, permanent zoning seems to be putting the cart before the horse. It was a bit disconcerting to see a large email blast across the Town of Lyons residences looking for support for the Riverbend venue. It looked to be somewhat from the Town and was calling for input to be emailed Debbie Anthony at the Town. It was under the auspices that the Riverbend venue is good for everyone. To gather non-bias input, the email blast should have had some mention of acoustic levels.

I encourage the BOT to review prior documents and statements submitted from prior Town meetings.

Thanks,
Steve Simms
303-823-5753
steve@on-site.biz

Thanks,
Steve

Hello.. Just to touch base on one of the BOT meetings this last winter related to a sound ordinance. There was mention during the meeting of having the town attorney research ordinances from around the State of Co. I was thinking that the BOT/Mayor was thinking this would be a starting point for the town to update its sound ordinance. Do you know of any progress on this? Is there anything citizens need to do to help out with this? Not to be a pain but more-so to make sure something did not get missed (as you all work through the multitude of projects!) . It may be helpful for the town as a whole

Thanks Again,
Steve Simms
303-823-5753
Dear PCDC, BOT, Town Staff, and Mayor O'Brien: Just a reminder to trustees, zoning for Riverbend has been discussed in many prior meetings. Items are still pending that should preempt a final permanent zoning change. Collaboration between Riverbend and neighbors adjacent to these venues has been amenable and productive. Efforts with time and financial resources have been put in by all. The constant threads of emails and conversations and on-site visits are a testament to everyone's efforts. Yet, the situation is still a work in progress. With a new season starting, it seems prudent to see how the suggested changes in amplified/acoustic sound and music

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