

**TOWN OF LYONS BOARD OF TRUSTEES MEETING  
LYONS TOWN HALL, 432 5<sup>TH</sup> AVENUE, LYONS, COLORADO**

**WATCH AT: [WWW.TOWNOFLYONS.COM/LIVESTREAM](http://WWW.TOWNOFLYONS.COM/LIVESTREAM)**

**DRAFT AGENDA  
TUESDAY, JANUARY 20, 2026**

**7:00 pm BOARD OF TRUSTEES**

**REGULAR MEETING**

- I. Roll Call And Pledge Of Allegiance
- II. Land Acknowledgement / Reflective Moment Of Silence
- III. Approval Of The Agenda
- IV. Audience Business (In Person Only) & Follow Up
- V. Holocaust Remembrance Proclamation

Documents:

[HOLOCAUST REMEMBRANCE PROCLAMATION 2026.PDF](#)

VI. Staff Reports (15 Min)

VI.1. Boulder County Sheriff's Office Report

VI.2. Administrator's Report

Documents:

[1 ADMIN REPORT 1-16-2026.PDF](#)

VI.3. Legal Update

VII. Ordinances And Public Hearings

VII.1. 2nd Reading And Public Hearing – Ordinance 1196 – An Ordinance Of The Town Of Lyons, Colorado, Annexing The Property At 4497 Ute Highway To The Town Of Lyons

**(continued from 10/16/2025 BOT meeting)**

Documents:

[COVER MEMO - ORD 1196 4497 UTE HIGHWAY ANNEXATION - REQUEST FOR CONTINUANCE.PDF](#)  
[ORD 1196 - 4497 UTE HIGHWAY ANNEXATION.PDF](#)  
[ANNEXATION IMPACT REPORT - 4497 UTE HWY.PDF](#)  
[PCDC RESO 18-2025 4497 UTE HIGHWAY ANNEXATION - SIGNED.PDF](#)  
[4-LOI-STATEMENT OF NEED-4497.PDF](#)

5-ANNEXATION PETITION.PDF  
6-ANNEXATION MAP.PDF  
10-THRIVE PLAN CONSISTENCY - 4497 UTE HWY.PDF  
11-WATER RIGHTS LETTER-4497 UTE HWY.PDF

VII.2. 2nd Reading And Public Hearing -Ordinance 1197- An Ordinance Of The Town Of Lyons, Colorado, Zoning 4497 Ute Highway Of The '4497 Ute Highway Annexation' To Commercial Eastern Corridor (CEC)

**(continued from 10/16/2025 BOT meeting)**

Documents:

COVER MEMO - 4497 UTE HIGHWAY INITIAL ZONING - REQUEST TO CONTINUE TO SEPT 2 2025.PDF  
ORD 1197 - 4497 UTE HWY CEC.PDF  
PCDC RESO 19-2025 4497 UTE HIGHWAY ZONING - SIGNED.PDF  
4-LOI-STATEMENT OF NEED-4497.PDF  
6-ANNEXATION MAP.PDF  
10-THRIVE PLAN CONSISTENCY - 4497 UTE HWY.PDF

VII.3. 2nd Reading And Public Hearing – Ordinance 1203- An Ordinance Of The Town Of Lyons, Colorado, Approving The Rezoning Of 4651 & 4652 Ute Hwy From Commercial Eastern Corridor (CEC) To PUD CEC

**(Continue to 2/2/26 meeting)**

Documents:

COVER MEMO - 4651 AND 4652 UTE HWY PUD 1.20.25.PDF  
1. ORD 1203 - PUD 4651 AND 4652 UTE HIGHWAY.PDF  
2A. LAND USE APPLICATION FORM\_LYONS PH AND MV PUD\_07-30-025\_SIGNED\_REDACTED.PDF  
2B. LYONS PEOPLES HOUSE AND MAKER VILLAGE\_PUD WRITTEN STATEMENT\_07-30-2025.PDF  
3. LYONS PEOPLES HOUSE AND MAKER VILLAGE\_PUD PLANS\_12-30-2025.PDF  
4. PUD USES EXHIBIT.PDF

VII.3.a. Referral Comments

Documents:

CDOT\_ REFERRAL REQUEST - 4651 4652 UTE HWY PUD.PDF  
CPW COMMENTS\_TOWN OF LYONS\_LYONS PEOPLES HOUSE AND MAKERS VILLAGE.PDF  
EAB REFERRAL - 4651 4652 UTE HWY PUD.PDF  
UEB COMMENTS - 4651 4652 UTE HIGHWAY PUD REFERRAL.PDF

VII.3.b. Streambank Restoration Documents

Documents:

81913 ALTA DRAFT.PDF  
02202024 HYDRAULIC REPORT V2.PDF  
02202024 LYONS UTE HIGHWAY.PDF

CERTIFICATE OF NO RISE.PDF  
CLOSE OUT MEMO.PDF  
CRITERIA-4652 UTE HWY-APPROVED.PDF  
FPDP-4652 UTE HWY-APPROVED.PDF  
LYONS UTE HIGHWAY AS-BUILT.PDF  
NWO-2023-01629-DEN\_20240130\_NWP27.PDF

- VII.4. 2nd Reading And Public Hearing – Ordinance 1211 – An Ordinance Of The Town Of Lyons, Colorado Approving A Ballot Question Regarding The Increase Of The Use Tax By 1.0% To Be Approved By Voters At The April 7, 2026, Election

Documents:

COVER MEMO - USE TAX BALLOT MEASURE.PDF  
ORD- 1211 - USE TAX BALLOT MEASURE (DITTMAN DRAFT 12-31-2025).PDF

VIII. Consent Agenda

- VIII.1. Resolution 2026-04 – A Resolution Of The Town Of Lyons, Colorado, Awarding And Approving A Professional Service Agreement For 3rd Avenue Stormwater Design BRIC Project To Drexel Barrel & Co.

Documents:

COVER MEMO - RESOLUTION 2026-04 DREXEL BARRELL CO 3RD AVE BRIC DESIGN.PDF  
RESO 026-04 DREXEL BARRELL CO 3RD AVENUE STORMWATER BRIC DESIGN.PDF  
RESO 2026-04 - PROF SERV AGRMT DREXEL BARRELL CO 3RD AVENUE STORMWATER BRIC DESIGN.PDF

- VIII.2. Resolution 2026-05 - A Resolution Of The Town Of Lyons, Colorado, Awarding And Approving A Professional Service Agreement For Design For 3rd Avenue And Stickney St. Sidewalks Safe Routes To School Project To Drexel Barrel & Co.

Documents:

COVER MEMO - RESOLUTION 2026-05 DREXEL BARRELL CO 3RD AVE. STICKNEY ST. SIDEWALKS SRTS.PDF  
RESOLUTION 2026-05 - AWARDDING A SERVICES CONTRACT TO DREXEL BARRELL CO 3RD AVE STICKNEY SIDEWALKS SRTS.PDF  
PROFESSIONAL SERVICES AGREEMENT - 2026-05 DREXEL BARRELL CO3RD AVE STICKNEY SIDEWALKS SRTS.PDF

- VIII.3. Resolution 2026-06 – A Resolution Of The Town Of Lyons, Colorado Approving A Memorandum Of Understanding With WaterNow Alliance Regarding Strengthening Community Resilience Through Green Stormwater Infrastructure

Documents:

1 RESO 2026-06\_COVER\_MEMO\_APROVING A MOU WITH WATERNOW ALLIANCE.PDF  
2 RESO 2026-06 SUPPORTING AN MOU WITH WATERNOW ALLIANCE (DITTMAN EDITS 1-14-2026).PDF  
3 MOU WITH WATERNOW ALLIANCE.PDF  
4 WATERNOW ALLIANCE PROJECT BRIEF.PDF

VIII.4. January 5, 2025, Regular BOT Meeting Minutes

Documents:

[JAN 5 2026 MINUTES..PDF](#)

VIII.5. January Accounts Payable

Documents:

[BOT PAYABLES 2026 0120.PDF](#)

[UNPAID INVOICE REPORT 2026 0120.PDF](#)

IX. Items Removed From The Consent Agenda

X. Boards And Commissions

XI. General Business

XI.1. Agenda Request: Water Tap For Orchard / Adrean Kirk & Glen Delman

Documents:

[COVER\\_MEMO\\_AGENDA REQUEST WATER TAP FOR ORCHARD.PDF](#)

[LYONS COMMUNITY ORCHARD TREE AND SPIGOT REQUEST.PDF](#)

[PAGES FROM LEASE FOR LCFP - 315 AND 319 5TH AVE.PDF](#)

XI.2. Discussion / Direction On Sales Tax Reporting For Event Venues

XI.3. Resolution 2025-07 – A Resolution Of The Town Of Lyons, Colorado, Approving A Policy Regarding Grant Submittals And Letter Of Support Guidelines

Documents:

[2026-07 RES GRANT APPLIC AND LETTERS OF SUPPORT.PDF](#)

[DRAFT GRANT SUBMITTAL AND LETTER OF SUPPORT POLICY 2026.PDF](#)

XII. Trustee Reports / Future Agenda Items

XIII. Summary Of Action Items

XIV. Adjournment

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



## PROCLAMATION

### JANUARY 27 RECOGNIZED AS INTERNATIONAL HOLOCAUST REMEMBRANCE DAY

**WHEREAS**, January 27 is recognized as International Holocaust Remembrance Day, as designated by the United Nations General Assembly, commemorating the anniversary of the liberation of Auschwitz-Birkenau, the largest Nazi concentration and extermination camp; and

**WHEREAS**, January 27, 2026, marks the 81st anniversary of the liberation of Auschwitz-Birkenau and serves as a moment of solemn reflection on one of the darkest chapters in human history; and

**WHEREAS**, we remember and honor the six million Jews and millions of other innocent victims, including people of the Catholic faith, people with disabilities, political dissidents, Roma, LGBTQ+ individuals, and others systematically persecuted and murdered by Adolf Hitler and the Nazi regime; and

**WHEREAS**, the International Holocaust Remembrance Alliance (IHRA) Definition of Antisemitism recognizes antisemitism as "a certain perception of Jews, which may be expressed as hatred toward Jews," including rhetorical and physical manifestations directed toward individuals, communities, institutions, and religious facilities; and

**WHEREAS**, International Holocaust Remembrance Day stands as a solemn reminder of the dangers of hatred, bigotry, and antisemitism, and underscores the vital importance of education, vigilance, and action to ensure such atrocities are never repeated; and

**WHEREAS**, the Town of Lyons reaffirms its commitment to human dignity, tolerance, and mutual respect, while standing firmly against antisemitism and all forms of hatred and discrimination; and

**WHEREAS**, it is our shared responsibility to preserve the lessons of the Holocaust as a cornerstone of our collective memory and to honor the resilience and courage of survivors who rebuilt their lives and communities;

**NOW, THEREFORE**, I, Hollie Rogin, Mayor of Lyons, do hereby proclaim January 27, 2026, as **International Holocaust Remembrance Day** in the Town of Lyons.

I call upon all residents to join in solemn remembrance of the victims of the Holocaust, to educate themselves about its history and lessons, and to recommit to building a more just, tolerant, and compassionate society free from antisemitism and hatred of any kind.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Town of Lyons to be affixed this 20th of **January 2026**.

Hollie Rogin  
Mayor, Town of Lyons

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Hollie Rogin, Mayor

ATTEST:

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Dolores Vasquez, CMC, Town Clerk

**TO: Mayor Rogin and Members of the Board of Trustees**  
**FROM: Victoria Simonsen, Town Administrator**  
**DATE: January 16, 2026**  
**ITEM: Administrator's Report**

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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The Town of Lyons will hold the next regular Municipal Election on Tuesday, April 7, 2026, to elect a mayor and six trustee seats on the Board of Trustees. For individuals interested in serving, the candidate packet, including candidate eligibility, nomination instructions, the nomination petition, Fair Campaign Practices Act instructions, expectations for time commitment, and the role of a Board member, is available from the Town Clerk's office.

Registered electors 18 years of age or older may be a candidate and hold office if they have resided inside Town limits for at least 12 consecutive months immediately preceding April 7, 2026. Candidate packets will be available at the Town Clerk's office, at Town Hall on or after Jan. 6, 2026, and nomination petitions may be circulated beginning the same day. The petition must be signed by at least 10 registered electors who reside inside Town limits. The filing deadline for nomination petitions is Jan. 26, 2026, at 4:30 p.m.

JANUARY 6, 2026 – Candidate Nomination Petition Packets Available for Pick up. These can be circulated on that same day.

JANUARY 26, 2026 – Nomination Petitions due to the Town Clerk by 4:30 pm and need at least ten verified signatures from registered electors who reside within Town Limits.

Read more information about [running for a local office](#).

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### **Old Man Winter Sponsorship**

We've received a sponsorship package for the Old Man Winter event to include town logo placement on their website and emails, added messaging in the post-event email and digital packet, plus two collaborative Reels highlighting winter and spring in Lyons across Lyons/OMW and Lyons Colorado social pages, and tagging Lyons, CO in ten posts for each event. In exchange, the town will waive the \$1,500 impact fee for use of the park.

### **Wastewater Facility Issues**

The malfunctioning centrifuge that was discussed on January 5<sup>th</sup> has been repaired. A new sensor arrived and was installed, allowing the machinery to operate. It is not quite as efficient because it runs at lower speeds to prevent vibration, but it has been operating for the past week.

### **DRCOG SS4A Grant Application**

We have received notice that the SS4A application for pedestrian and bicycle improvements from Planet Blue Grass to Meily Street, which was submitted as part of a regional grant with DRCOG, was not successful. According to Erik Braaten, DRCOG, “Unfortunately, our application was not successful, and we were not awarded **any** SS4A funding this cycle. We will be requesting a debrief from the US DOT as they offer it to better understand why our application was not awarded funds. Thanks for reaching out and for having been a partner in the application.”

### **CDOT ADA Curb Replacement Project**

The Colorado Department of Transportation and its contract partner, Goodland Construction, Inc., began their Americans with Disabilities Act curb ramp replacement project. The impacts within the rights-of-way (especially public gardens) are quite significant.

Week of January 20th Plans:

Intersection(s):

- CO 7 at Broadway, Railroad, Prospect, and Meily St.

Work Schedule: Monday-Wednesday between 7:00 am and 5:00 pm

Lane Closures: Single lane closures and shoulder closures at each curb ramp

### **Curbside Limb Pick Up**

On January 19 & 20, 2026, the town engaged a contractor for local curbside limb pickup following weeks of heavy winds. Limbs need to be out by 7:00 a.m. Monday, January 19<sup>th</sup> to be collected. This service is available for residential properties within the town limits that are less than one acre in size. Branches and limbs only up to 6” in diameter. One pile per household – approximately 5’ X 5’ X 5’.

### **More Graffiti**

Over the past few weeks, the town has had a number of new graffiti hits, especially under the bridges. The incidents have been reported to law enforcement. There was substantial enough graffiti that the town had to hire an outside contractor to remove it efficiently.

### **Lyons Town Hall Closure**

Town Hall will be closed on Monday, January 19, 2026, in honor of Martin Luther King, Jr., holiday. As a reminder, Town Hall hours are Monday - Thursday, 8 am - 4:30 pm, and Friday, from 8 am - noon.

If you have a concern or issue, residents are welcome to reach out via our TextMyGovApp. To use the app, Text "Hi" to 970.972.0972. The software will prompt you to reply with a text to find information or report issues. The prompt is also available on the Town's website.

### **Boulder County Ballot Box Moving**

Following the April municipal election, Boulder County will be moving its ballot box drop from the town hall to the Lyons Regional Library. This measure is being taken because town hall does not meet all ADA standards for a voting site.

## **America 250 – Colorado 150**

Colorado earned its nickname — the Centennial State — when it became the 38th state in 1876, exactly 100 years after the signing of the Declaration of Independence. Now, 150 years later, it's the perfect time to reflect on that legacy by exploring the places that helped build Colorado's identity.

This milestone anniversary is your chance to explore the epic stories, landscapes and cultures that shaped the region. From [dinosaur fossil beds](#) and [Indigenous cultural sites](#) to [mining boomtowns](#), steel mills, and key civil rights landmarks, these places help tell the story of how the state came to be.

## **Upcoming Meetings and Events**

Jan 19		Town Hall Closed for Martin Luther King, Jr. Day
		Curbside Limb Pick Up – North Side
Jan 20		Curbside Limb Pick Up – South Side
	6:00 pm	Board of Trustees Workshop
	7:00 pm	Board of Trustees Regular Meeting
	6:30 pm	Ecology Advisory Board at Library
Jan 21	8:30 am	Economic Vitality Commission at Library
	4:30 pm	Utilities and Engineering Board at Town Hall
Jan 22	4:00 pm	LURA at town hall
	5:30 pm	Boulder County Town Hall – Library or Fire Station #1
Jan 26		Sergeant Sharon McKim's First Day
	4:30 pm	Election Packets for BOT Due
	6:00 pm	PCDC Meeting at Town Hall
Feb 1	9:00 am	Old Man Winter Rally at Bohn Park
	5:30 pm	Board of Trustees Workshop
	7:00 pm	Board of Trustees Regular Meeting

Town of Lyons, Colorado  
Board of Trustees Meeting  
BOT Agenda Cover Sheet  
Agenda Item No: VII.1.  
Meeting Date: January 20, 2026

**TO:** Mayor Rogin and Members of the Board of Trustees  
**FROM:** Lisa Ritchie, Planning and Building Director  
**DATE:** January 14, 2026  
**ITEM:** 2<sup>nd</sup> Reading and Public Hearing – Ordinance 1196 – an Ordinance of the Town of Lyons, Colorado, Annexing the Property Located at 4497 Ute Highway to the Town of Lyons

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** Staff are requesting that the Board of Trustees consider an ordinance approving a petition for annexation for one parcel located at 4497 Ute Highway. **Staff has not received a redline or proposed edits to the draft annexation agreement, however it is understood that the petitioner will not agree to the current terms. Staff will provide an update on the latest conversations with the petitioner during the meeting.**

**Property Information:**



The legal description for the parcel follows:

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A PORTION OF THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2944811, DATED JULY 22, 2008 IN THE RECORDS OF BOULDER COUNTY CLERK IN THE RECORDER TO BEAR NORTH 09°54'42" EAST, A DISTANCE OF 102.44 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING THAT THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE SOUTH 09°54'42" WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 32.45 FEET TO THE SOUTHERLY LINE OF THE 48 FOOT RIGHT-OF-WAY FOR THE ROUGH AND READY DITCH, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 57°36'17" EAST, ALONG SAID SOUTHERLY LINE OF THE ROUGH AND READY DITCH, A DISTANCE OF 127.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 27°39'44" WEST, A DISTANCE OF 27.06 FEET;
2. THENCE SOUTH 21°02'40" WEST, A DISTANCE OF 40.07 FEET;
3. THENCE SOUTH 03°08'10" WEST, A DISTANCE OF 107.87 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 36 AND COLORADO STATE HIGHWAY 66 AND COLORADO STATE HIGHWAY 7; THENCE NORTH 81°02'31" WEST, ALONG SAID NORTHERLY RIGHT OF WAY OF US HIGHWAY 36, A DISTANCE OF 90.95 FEET TO A POINT ON SAID WESTERLY LINE OF SAID PARCEL OF LAND; THENCE NORTH 09°54'42" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 87.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

- II. PROJECT HISTORY:** The property contains an existing vacant structure, built in 1968. The owner, Phoenix Equity Group, purchased the property in 2025. The property is currently zoned Agricultural in Boulder County, which renders the property non-conforming in terms of proposed use. The property owner is seeking annexation to permit retail use on the lot. At this time, the applicant has no plans to make any changes to the property.

At the time of the 2nd Reading and Public Hearing for this ordinance and accompanying resolution, an Annexation Agreement will be considered for approval. This agreement will define the terms of annexation, including connection to Town utilities, required public improvements, and the agreement to work with the owner, Stephen Tebo, of the recently annexed properties to the east regarding the design of intersection improvements at US 66 and US 36.

The parcel is included within the 2012 Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement with Boulder County and is eligible for annexation. The property has historically been used for commercial purposes, most recently as a retail marijuana store. The applicant requests zoning to Commercial Eastern Corridor (CEC), which will be considered during the public hearings for the annexation application.

**III. DISCUSSION:**

The Lyons Municipal Code includes the following review criteria for annexations into the Town of Lyons:

**Sec. 15-1-310. - Annexation review criteria.**

2) The property is eligible for annexation if:

- a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town. Contiguity is not affected by the existence of streets, alleys, rights-of-way, public lands (except County-owned open space) or water bodies between the Town and the land proposed to be annexed. The one-sixth contiguity of the perimeter may be achieved by the annexation of one (1) or more parcels in a series, which can be considered simultaneously for the purpose of the public hearing.

*The application meets this criterion.*

- b. A community of interest exists between the territory proposed to be annexed and the Town.

*There is an established community of interest between this property and the Town of Lyons. The property is adjacent to recently annexed property and will further support economic development within Lyons.*

- c. The territory proposed to be annexed is urban or will be urbanized in the near future and is integrated or is capable of being integrated with the Town. Existence of Subparagraph a. above is a basis for a finding of Subparagraphs b. and c., unless the Board of Trustees at a public hearing finds that at least two (2) of the following exist:

- i. Less than fifty percent (50%) of the adult residents of the area proposed to be annexed use any of the recreational, civic, social, religious, industrial or commercial facilities of the Town and less than twenty-five percent (25%) of these adult residents are employed in the annexing Town;

*Not applicable.*

- ii. At least one-half ( $\frac{1}{2}$ ) of the land proposed to be annexed is agricultural, and landowners constituting at least one-half ( $\frac{1}{2}$ ) of the total area express, under oath, an intention to devote the land to such agricultural use for at least five (5) years; and

*Not applicable. While the property is currently zoned Agricultural in Boulder County, it is developed with an existing commercial structure.*

- iii. It is physically impractical to extend to the proposed area those urban services the Town provides to all its citizens and upon the same conditions. This standard does not apply to the extent that any portion of an area proposed to be annexed is provided with, or will within the reasonably near future be provided with, service by a quasi-municipal corporation (such as a special district).

*This criterion is met. The Town is able to serve the property, once the obligations of the Tebo Annexation Agreement and the associated Annexation Agreement for this application are met.*

- 3) No land held in identical ownership may be divided into separate parcels for annexation without written consent of the landowner unless the parcels are separated by a dedicated street, road or other public way. (This applies even when the federal government owns the land, although federal and state public lands may be ignored for purposes of contiguity).

*This criterion is met. The entirety of the property is included within the application.*

- 4) No land in identical ownership that comprises at least twenty (20) acres and that has improvements with an assessed value in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes may be included in the annexation without written consent of the owner unless the parcel is located entirely within the outer boundaries of the Town as they exist at the time of annexation.

*Not applicable, the property is less than 20 acres.*

- 5) No annexation resolution pursuant to [Section 15-1-330](#) of this Chapter and no annexation petition or petition for an annexation election is valid when annexation proceedings have been initiated for the annexation of part of such territory by another Town. In that case, other provisions apply. See Section 31-12-114, C.R.S.

*The property is not party to another annexation petition into another territory.*

- 6) If an annexation will result in the detachment of area from a school district and its removal to another school district, the annexation petition or petition for annexation election must be accompanied by a resolution of the board of directors of the school district to which such area will be attached, approving the annexation.

*The property is included within the St. Vrain School District boundary. Should any residential development ever be proposed, a referral will be provided to the St Vrain School District.*

- 7) The parcel annexed must not have the effect of extending the Town's boundary more than three (3) miles in any direction in any one (1) year. This three-mile limit may be exceeded if the limit would have the effect of dividing a parcel of property held in identical ownership if at least fifty percent (50%) of the property is within the three-mile limit. In such event, the entire property held in identical ownership may be annexed in any one (1) year without regard to such mileage limitation. Such three-mile limit may also be exceeded for the annexation of an enterprise zone.

*The annexation will not extend the Town's boundary more than three miles. The property is located contiguous to the Town boundary.*

- 8) Prior to completion of any annexation within the three-mile area, the Town shall have in place a plan for that area that generally describes the proposed location, character and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the Town and the proposed land uses for the area. Such plan shall be updated at least once annually.

*The property is referenced in the Lyons Thrive Comprehensive Plan. The applicant will be obligated to work with the Town and CDOT to provide access to the site from Highway 66 and Highland Drive.*

- 9) If a portion of a platted street or alley is to be annexed, the entire width of the street or alley must be included within the area annexed.

*The application does not include right-of-way.*

- 10) The Town may not deny reasonable access to landowners or owners of easements or franchises adjoining a platted street or alley that the Town has annexed but that is bounded on one (1) or both sides by unincorporated property.

*The Town will not deny reasonable access to the property. The applicant is aware that the intersection of Highway 66, US 36, and Highland Drive requires improvements associated with the Tebo Annexation which will result in changes to the current access*

*design. However, access to the property following reconstruction of the intersection is required. This design is not final and will require collaboration and input from the applicant.*

- 11) Annexed areas will not divide tracts of land to prevent further annexation of adjoining parcels (for example, leaving a "gap" or a "strip" of land between property to be annexed and the adjoining property).

*The approval of the annexation will not create a "gap" or "strip" between the property and adjacent property.*

- 12) The land to be annexed and the uses proposed for the land shall contribute to the orderly growth of the Town and shall generally conform to the goals and policies of the Comprehensive Plan.

*The property is consistent with the intent of the Lyons Thrive Comprehensive Plan for the eastern corridor, which encourages commercial uses fronting the highway, and adaptive reuse of existing structures.*

- 13) Certain public facilities and amenities are necessary and must be constructed as part of any territory annexed to the Town in order that the public needs may be served by such facilities. These facilities include, but not by way of limitation, arterial streets, bridges, public parks and recreation areas, school sites, fire and police station sites and storm drainage facilities. The annexation of lands to the Town shall be shown not to create any additional cost or burden on the then-existing residents of the Town to provide such public facilities in any newly annexed area.

*The annexation agreement that accompanies this application defines the applicant's responsibility for improvements to the property, including utilities and streets. There will not be a burden on the Town to provide public facilities to the area.*

- 14) The petitioner for annexation shall be responsible for paying the Town's full cost for processing the annexation petition, from initial discussion with the Planning Commission before submittal of the petition, through the approval and recording of the final annexation documents, unless otherwise approved by the Board of Trustees.

*The applicant has paid the application fee and executed the application fee agreement with the town.*

Staff finds that the application meets all applicable requirements of the criteria for annexation and is eligible for annexation into the Town of Lyons.

**IV. RELATIONSHIP WITH OTHER PLANS:** The parcel in consideration is eligible for annexation per all applicable State Statutes and code sections of the LMC. The subject parcel is also identified for annexation within the Lyons Thrive Comprehensive Plan and the [Lyons Primary Planning Area Plan](#).

**V. RECOMMENDED ACTION / NEXT STEPS:** Staff recommends that the Board of Trustees pass the ordinance on 1<sup>st</sup> Reading and continue the 2<sup>nd</sup> Reading and Public Hearing until October 20 2025.

**VI. FISCAL IMPACTS:** The draft Annexation Agreement does not obligate the Town to make any improvements to the property following annexation. The annexor will be responsible for water dedications, and payment of applicable fees, and participation in any required public improvements adjacent to the property.

**VII. LEGAL ISSUES:** No legal issues have been identified pertaining to the Town with this annexation. Staff are aware that the applicant, as well as the Tebo property to the east, will need to obtain approval from CDOT and the local ditch companies to construct public improvements serving the property.

**VIII. CONFLICTS OR ENVIRONMENTAL ISSUES:** As noted above, staff are aware that constructing the public improvements to serve the property has challenges related to CDOT right-of-way design requirements and ditch company requirements.

**IX. PCDC RECOMMENDATION:**

The PCDC held a public hearing on August 11, 2025, to consider the annexation. They voted in unanimous approval of Resolution 18-2025, recommending approval of the annexation.

**X. SUMMARY AND ALTERNATIVES:** The Board of Trustees may decide not to approve the annexation. If the Board denies the application, the applicant may not reapply for annexation for a period of one year.

**Proposed Motion: To be discussed during the meeting.**

**ATTACHMENTS:**

- 1) Draft Ordinance
- 2) Annexation application materials
- 3) Referral comments received to date

**TOWN OF LYONS, COLORADO  
ORDINANCE 1196**

**AN ORDINANCE OF THE TOWN OF LYONS, COLORADO,  
ANNEXING THE PROPERTY LOCATED AT 4497 UTE HIGHWAY  
TO THE TOWN OF LYONS, COLORADO**

**WHEREAS**, a written petition, together with four (4) prints of an annexation map, has been filed with the Town of Lyons (“Town”) Clerk requesting annexation of certain property located at to be known as “4497 Ute Highway”, as more particularly described below; and

**WHEREAS**, the Town of Lyons Board of Trustees (“Board of Trustees”) desires to approve an annexation petition in accordance with the Municipal Annexation Act, Section 31-12-101 et seq., Colorado Revised Statutes, and LMC Chapter 15; and

**WHEREAS**, the Board of Trustees previously approved Resolution 2025-46, finding substantial compliance and initiating annexation proceedings for the Property, as defined therein and described below; and

**WHEREAS**, concurrently with the adoption of this Ordinance on second reading, the Board of Trustees approved Resolution 2025-XX, setting forth findings of fact and determinations regarding the Property; and

**WHEREAS**, the Town of Lyons PCDC has considered the annexation application and held a public hearing regarding the zoning request on August 11, 2025, and

**WHEREAS**, the subject parcels are called out within the Lyons Thrive Comprehensive Plan, Future Land Use Plan, and the 2012 IGA; and

**WHEREAS**, the Board of Trustees has determined it is in the best interest of the Town to annex the Property to the Town.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO, AS FOLLOWS:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby incorporates the findings of Resolution 2025-46 and 2025-XX and further finds that it is in the best interest of the Town to annex the Property to the Town.

Section 3. The Property is more particularly described in the real property records for Boulder County as:

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BOULDER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:**

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A PORTION OF THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2944811, DATED JULY 22, 2008 IN THE RECORDS OF BOULDER COUNTY CLERK IN THE RECORDER TO BEAR NORTH 09°54'42" EAST, A DISTANCE OF 102.44 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING THAT THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE SOUTH 09°54'42" WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 32.45 FEET TO THE SOUTHERLY LINE OF THE 48 FOOT RIGHT-OF-WAY FOR THE ROUGH AND READY DITCH, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 57°36'17" EAST, ALONG SAID SOUTHERLY LINE OF THE ROUGH AND READY DITCH, A DISTANCE OF 127.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 27°39'44" WEST, A DISTANCE OF 27.06 FEET;
2. THENCE SOUTH 21°02'40" WEST, A DISTANCE OF 40.07 FEET;
3. THENCE SOUTH 03°08'10" WEST, A DISTANCE OF 107.87 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 36 AND COLORADO STATE HIGHWAY 66 AND COLORADO STATE HIGHWAY 7; THENCE NORTH 81°02'31" WEST, ALONG SAID NORTHERLY RIGHT OF WAY OF US HIGHWAY 36, A DISTANCE OF 90.95 FEET TO A POINT ON SAID WESTERLY LINE OF SAID PARCEL OF LAND; THENCE NORTH 09°54'42" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 87.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

is hereby annexed to the Town of Lyons, Colorado, and is made a part of the Town, to be known as the 4497 Ute Highway Property, which annexation shall become effective upon completion of the Conditions contained in C.R.S. Section 31-12-113, including, without limitation, all required filings for recording with the Boulder County Clerk and Recorder.

Section 4. That, in annexing the Property to the Town, the Town does not assume any obligation respecting the construction of water mains, electric service lines, streets, or any other service or utilities in connection with the Property except as may be provided for by Ordinances of the Town or as contractually agreed to in an annexation agreement with the applicant.

**INTRODUCED AND PASSED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2025.**

**INTRODUCED, AMENDED, PASSED, ADOPTED, AND ORDERED PUBLISHED ON SECOND  
READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.**

**TOWN OF LYONS, COLORADO**

By: \_\_\_\_\_  
Hollie Rogin, Mayor

ATTEST:

\_\_\_\_\_  
Dolores M. Vasquez, CMC Town Clerk

## Annexation Impact Report

1.



2. NA

3. The Town of Lyons plans for extending or providing municipal services to the parcel to be annexed are forthcoming, as the contiguous properties to the East are the Tebo properties that are already being annexed.

4. The incremental costs should be very minimal, as the property is just across Highland Dr. from the Tebo properties that are being annexed as well.

5. Statement of existing districts:

### Property Overview

- Address: 4497 Ute Highway, Longmont, CO 80503
- County: Boulder County
- Current Jurisdiction: Unincorporated Boulder County
- Proposed Annexation: Town of Lyons

### School District

- District Name: St. Vrain Valley School District RE-1J
- District Office: 395 South Pratt Parkway, Longmont, CO 80501
- Contact: (303) 776-6200
- Website: [www.svvsd.org](http://www.svvsd.org)
- Description: This unified school district serves the Longmont area and surrounding communities, providing education from preschool through 12th grade.

### Fire Protection District

- District Name: Lyons Fire Protection District
- Headquarters: 251 Broadway St, Lyons, CO 80540
- Contact Info: (303) 823-6611; [info@lyonsfire.org](mailto:info@lyonsfire.org)

- Email: [info@lyonsfire.org](mailto:info@lyonsfire.org)
- Website: <https://www.lyonsfire.org/>
- Description: Lyons Fire Protection District proudly protects over 6200 people living within 66 square miles. This includes 40 square miles in northern Boulder County and 26 square miles in Larimer County. It is a combination fire department serving the town of Lyons, Colorado, and surrounding areas. It take's pride in helping keep our community safe.

#### Water and Sanitation Services

- Water Provider: Private Well
- Sanitation: Private Septic System
- Description: The property currently relies on a private well for water supply and a septic system for wastewater management.

#### Library District

- Name: Lyons Regional Library District
- Address: 451 4th Ave, Lyons, CO 80540
- Contact: (303) 823-5165
- Email: [info@lyonslibrary.com](mailto:info@lyonslibrary.com)
- Website: <https://lyons.colibraries.org/>
- Description: Operates a modern public library with robust programming (STEM, financial literacy, storytimes, and more), digital resources, meeting spaces, and free Wi-Fi.

#### Metropolitan or Special Districts

- Status: No known metropolitan or special districts currently serve this property.

6. This property will be commercial only, so it will not affect the school district.
7. This annexation will have practically no effect on the environment as there are no major changes or modifications planned at this time. Soil erosion should be less because the new owner will be caring for the surrounding land better than previous owners. Fire mitigation is also already being planned/carried out.

**TOWN OF LYONS, COLORADO**

**PLANNING AND COMMUNITY DEVELOPMENT COMMISSION  
RESOLUTION 2025-18-PCDC**

**A RESOLUTION OF THE TOWN OF LYONS PLANNING AND COMMUNITY  
DEVELOPMENT COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE  
APPROVING THE ANNEXATION OF PROPERTY LOCATED AT 4497 UTE  
HIGHWAY**

**WHEREAS**, a written petition, together with four (4) prints of an annexation map has been filed with the Town of Lyons ("Town") Clerk requesting annexation of certain property located at to be known as "4497 Ute Highway," as more particularly described below; and

**WHEREAS**, the Board of Trustees previously approved Resolution 2025-46, finding substantial compliance and initiating annexation proceedings for the Property, as defined therein and described below; and

**WHEREAS**, the Town of Lyons PCDC has considered the annexation application and held a public hearing regarding the request on August 11, 2025, and

**WHEREAS**, the subject parcels are called out within the Lyons Thrive Comprehensive Plan, Future Land Use Plan, and the 2012 IGA; and

**WHEREAS**, the PCDC has determined it is in the best interest of the Town to annex the Property to the Town.

**NOW THEREFORE, BE IT RESOLVED BY THE PLANNING AND COMMUNITY  
DEVELOPMENT COMMISSION:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The property is more particularly described as:

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BOULDER,  
STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:**

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A PORTION OF THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2944811, DATED JULY 22, 2008 IN THE RECORDS OF BOULDER COUNTY CLERK IN THE RECORDER TO BEAR NORTH 09°54'42" EAST, A DISTANCE OF 102.44 FEET WITH ALL BEARINGS CONTAINED HEREIN

RELATIVE THERETO;

COMMENCING THAT THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE SOUTH 09°54'42" WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 32.45 FEET TO THE SOUTHERLY LINE OF THE 48 FOOT RIGHT-OF-WAY FOR THE ROUGH AND READY DITCH, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 57°36'17" EAST, ALONG SAID SOUTHERLY LINE OF THE ROUGH AND READY DITCH, A DISTANCE OF 127.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 27°39'44" WEST, A DISTANCE OF 27.06 FEET;
2. THENCE SOUTH 21°02'40" WEST, A DISTANCE OF 40.07 FEET;
3. THENCE SOUTH 03°08'10" WEST, A DISTANCE OF 107.87 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 36 AND COLORADO STATE HIGHWAY 66 AND COLORADO STATE HIGHWAY 7; THENCE NORTH 81°02'31" WEST, ALONG SAID NORTHERLY RIGHT OF WAY OF US HIGHWAY 36, A DISTANCE OF 90.95 FEET TO A POINT ON SAID WESTERLY LINE OF SAID PARCEL OF LAND; THENCE NORTH 09°54'42" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 87.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Section 3. The PCDC hereby recommends approval of the ordinance.

Section 4. This resolution shall take effect immediately upon adoption.

**ADOPTED THIS 11 DAY OF AUGUST, 2025.**

**PLANNING AND COMMUNITY  
DEVELOPMENT COMMISSION FOR THE  
TOWN OF LYONS, COLORADO**

By: Amy Schwartz  
Amy Schwartz (Aug 13, 2025 13:22:43 MDT)  
\_\_\_\_\_  
Amy Schwartz, Chair

ATTEST:

*Maria Marquez-Rubio*

\_\_\_\_\_  
Maria Marquez-Rubio  
Deputy Town Clerk

# Reso 18-2025 4497 Ute Highway Annexation

Final Audit Report

2025-08-13

Created:	2025-08-12
By:	Maria Marquez-Rubio (mmarquezrubio@townoflyons.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7xGFBT7NIHxHfy2es89b6KvztjeL0m02

## "Reso 18-2025 4497 Ute Highway Annexation" History

-  Document created by Maria Marquez-Rubio (mmarquezrubio@townoflyons.com)  
2025-08-12 - 2:40:51 PM GMT
-  Document emailed to aschwartz@townoflyons.com for signature  
2025-08-12 - 2:40:54 PM GMT
-  Email viewed by aschwartz@townoflyons.com  
2025-08-13 - 7:22:25 PM GMT
-  Signer aschwartz@townoflyons.com entered name at signing as Amy Schwartz  
2025-08-13 - 7:22:41 PM GMT
-  Document e-signed by Amy Schwartz (aschwartz@townoflyons.com)  
Signature Date: 2025-08-13 - 7:22:43 PM GMT - Time Source: server
-  Document emailed to Maria Marquez-Rubio (mmarquezrubio@townoflyons.com) for signature  
2025-08-13 - 7:22:44 PM GMT
-  Document e-signed by Maria Marquez-Rubio (mmarquezrubio@townoflyons.com)  
Signature Date: 2025-08-13 - 7:33:44 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-13 - 7:33:44 PM GMT

## **Letter of Intent and Statement of Community Need**

Phoenix Equity Group Inc  
phoenixequity24@gmail.com  
435-219-5916

April 14, 2025

Board of Trustees  
Town of Lyons  
432 5th Avenue  
Lyons, CO 80540

### **Subject: Letter of Intent and Statement of Community Need for Annexation of 4497 Ute Highway**

Dear Members of the Board of Trustees,

On behalf of Phoenix Equity Group, I respectfully submit this Letter of Intent and Statement of Community Need to formally request annexation of the property located at 4497 Ute Highway into the Town of Lyons. This letter introduces our organization, outlines the annexation request, explains the public benefit of this annexation, and details the requested zoning and proposed use of the property.

### **Introduction of the Applicant**

Phoenix Equity Group is a corporation controlled by the Merkley family, longtime residents of the Weld/Boulder County area since 1989. I, David Merkley, currently reside in Pinewood Springs with my children, who attend Lyons Middle and Elementary Schools. Our family is deeply connected to the Lyons community, both personally and professionally.

### **Annexation Request**

We are seeking annexation of 4497 Ute Highway to transition the property's jurisdiction from Boulder County, where it is currently zoned Agricultural with a non-conforming use designation for a marijuana dispensary. We are seeking a zoning designation of Commercial Eastern Corridor, which is appropriate for the location and our intended use. Annexation into the Town of Lyons will enable us to align with community goals and zoning regulations, while ensuring long-term use of the property is consistent with town planning.

## Statement of Community Benefit

Upon annexation, Phoenix Equity Group will lease the building to **Western Stars Art Gallery**, a well-established and valued cultural institution that has served Lyons for more than 12 years. Western Stars Gallery features artwork and artisan goods from over 250 regional artists, with a strong emphasis on handmade, sustainable, and ethically sourced items.

The gallery's relocation to this site will:

- Enrich Lyons' cultural and artistic identity by providing expanded space for regional artists.
- Support the local economy through increased foot traffic and tourism.
- Provide a community gathering space that reflects Lyons' values of creativity, sustainability, and connection.
- Align with the **Lyons Comprehensive Plan** and **Lyons Thrive** strategies, which emphasize arts, small business support, and culturally vibrant spaces within walkable corridors.

## Requested Zoning

We respectfully request that the property be zoned **Commercial Eastern Corridor (CEC)**. This zoning is consistent with the property's location and the type of use proposed. The CEC designation supports mixed commercial use and encourages economic development that is aligned with the town's vision for the Eastern Corridor, as outlined in the **2013 Commercial Eastern Corridor Zoning District Ordinance**.

## Development Plans

No significant structural changes are planned for the property. The existing building will be utilized to house Western Stars Gallery, with any necessary modifications limited to interior adjustments and signage to suit the new occupant's operational needs. This approach ensures minimal environmental impact and preserves the existing character of the property.

We believe that this annexation and subsequent use of the property will provide meaningful benefits to the Town of Lyons, aligning with both community values and strategic planning objectives.

Thank you for considering our request. We look forward to the opportunity to contribute positively to the Lyons community.

Sincerely,

A handwritten signature in black ink that reads "David Merkley". The script is fluid and cursive, with the first letters of each word being capitalized and larger than the rest.

David Merkley  
Phoenix Equity Group

**SIGNATURE WITNESSING**

State of Utah)

§

County of Weber)

On this 17 day of June, in the year 2025, before me, Jessica Robinson,  
Date Month Year Name of Notary Public

personally appeared David Merkley, proved to me through satisfactory evidence of  
Name of Document Signer

identification, which was US Passport to be the person whose name is signed on the  
Form of Identification

preceding or attached document in my presence.



Jessica Robinson  
Notary Signature

(seal)

## ANNEXATION PETITION

### TO THE MAYOR AND BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO:

The undersigned, in accordance with Title 31, Article 12, Chapters 101 et .seq., Colorado Revised Statutes, hereby petition the Board of Trustees of the Town of Lyons for annexation into the Town of Lyons the territory described herein and described and shown on the map designated "Annexation Map". Four (4) copies of said map are submitted herewith and by this reference are incorporated herein. The description of the territory hereby petitioned for annexation into the Town is set forth in Exhibit "A" attached hereto and incorporated herein by reference (Exhibit "A" must be an original printed property description on 8-1/2 x 11 white paper.)

In support of this petition, the petitioner(s) allege(s) that:

1. It is desirable and necessary that the above-described territory be annexed to the Town of Lyons.
2. The requirements of Section 31-12-104 and 31-12-105 of the Colorado Revised Statutes exist or have been met in that:
  1. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Lyons.
  2. A community of interest exists between the territory proposed to be annexed and the Town of Lyons.
  3. The territory sought to be annexed is urban or will be urbanized in the near future.
  4. The territory sought to be annexed is integrated or is capable of being integrated with the Town of Lyons.
3. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of the tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has/have been divided into separate parts of parcels of real estate without the written consent of the landowner or landowners thereof, except and unless where such tracts or parcels are already separated by a dedicated street, road, or other public way.
4. In establishing the boundaries of the territory proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising twenty (20) acres or more which, together with the building and improvements situated thereon have an assessed valuation in excess of \$200,000 for ad valorem tax purposes for the year next preceding the filing of the written petition for annexation, has/have been included within the territory proposed to be annexed without the written consent of the land owner or land owners.
5. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the Town of Lyons was held within the twelve months preceding the filing of this petition.

6. The territory proposed to be annexed does not include any area included in another annexation proceeding involving a town other than the Town of Lyons.
7. The territory proposed to be annexed is not presently a part of any incorporated town, city or city and county or if the property is part of another town or city or city and county, it will be disconnected from such municipality prior to consideration of the annexation.
8. The property owned by each petitioner (when there is more than one petitioner) is described on each separate exhibit fully describing the property.
9. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area proposed to be annexed.
10. The proposed annexation would not have the affect of extending a municipal boundary more than three (3) miles in any direction from any point of any such municipal boundary in any one year.
11. The undersigned is the owner(s) of one hundred percent (100%) of the territory included in the area proposed to be annexed exclusive of streets and alleys.

**Accompanying this petition are the original and four copies of an annexation plat map containing the following information:**

1. A written legal description of the boundaries of the area proposed to be annexed.
2. A map showing the boundary of the area proposed to be annexed.
3. Within the annexation boundary map, an identification of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks. Also, within the boundary map, identification of any special districts the area proposed to be annexed may be part of.
4. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
5. A surveyor's certificate prepared by a registered land surveyor that attests to the preparation of the map and certifies at least one-sixth (1/6) contiguity to the Town of Lyons.
6. Acceptance block describing the acceptance action of the Town of Lyons and providing for the effective date and Town Clerk and Mayor attest signatures.

THEREFORE, the undersigned respectfully petition the Board of Trustees of the Town of Lyons to annex the territory described and referred to in Exhibit "A" to the Town of Lyons in accordance with and pursuant to the statutes of the State of Colorado.

Parcel #: 120320100005	Date: April 14, 2025
Landowner(s) Name(s): Phoenix Equity Group Inc	Landowner(s) Signature(s) <i>David Merkley</i>
Mailing Address(es): 55 Button Rock Rd, Lyons, CO 80540	

Parcel #:	Date:
Landowner(s) Name(s):	Landowner(s) Signature(s)
Mailing Address(es):	

Parcel #:	Date:
Landowner(s) Name(s):	Landowner(s) Signature(s)
Mailing Address(es):	

The foregoing signature(s) was/were subscribed and sworn to before me this 17 day of June, 2025 by David Merkley

Witness my hand and official seal.  
My commission expires: Aug. 31, 2028

Jessica Robinson  
Notary Public





VICINITY MAP  
N.T.S.

# ANNEXATION MAP TO THE TOWN OF LYONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF  
SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, COLORADO  
AREA = 10,639 SQ. FT. OR 0.24 ACRES, MORE OR LESS  
SHEET 1 OF 1

**BOUNDARY CLOSURE REPORT:**  
 COURSE: N81°02'31"W LENGTH: 90.95'  
 COURSE: N09°54'42"E LENGTH: 87.98'  
 COURSE: S21°02'40"W LENGTH: 127.38'  
 COURSE: S27°39'44"W LENGTH: 27.06'  
 COURSE: S21°02'40"W LENGTH: 40.07'  
 COURSE: S3°08'10"W LENGTH: 107.87'

AREA: 10,639 SQ. FT.  
 ERROR CLOSURE: 0.0001  
 COURSE: S08°02'40"W  
 ERROR NORTH: -0.00007  
 ERROR EAST: -0.00001  
 PRECISION 1:4813216.0000

**LEGEND**

	ANNEXATION BOUNDARY
	EXISTING CITY LIMITS
	ADJOINER LINE
	EASEMENT LINE
	RIGHT OF WAY LINE
	SECTION LINE
	FOUND MONUMENT AS DESCRIBED
(M)	AS MEASURED
(S)	AS PER LAND SURVEY PLAT AT LS-09-0122, SEPT. 16, 2009
(S1)	AS PER LAND SURVEY PLAT AT LS-09-0123, SEPT. 16, 2009
(S2)	AS PER LAND SURVEY PLAT AT LS-09-0121, SEPT. 16, 2009
(A)	AS PER ANNEXATION MAP FLATIRONS, INC. AT JOB NO. 22-77,758, FEB. 8, 2024

**PROPERTY DESCRIPTION:**  
(DESCRIBED BY TOPOGRAPHIC, INC. AT THE REQUEST OF THE CLIENT)

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A PORTION OF THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2944811, DATED JULY 22, 2008 IN THE RECORDS OF BOULDER COUNTY CLERK IN THE RECORDER TO BEAR NORTH 09°54'42" EAST, A DISTANCE OF 102.44 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING THAT THE NORTHWEST CORNER OF SAID PARCEL OF LAND:  
 THENCE SOUTH 09°54'42" WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 32.45 FEET TO THE SOUTHERLY LINE OF THE 48 FOOT RIGHT-OF-WAY FOR THE ROUGH AND READY DITCH, SAID POINT ALSO BEING THE POINT OF BEGINNING;  
 THENCE NORTH 57°36'17" EAST, ALONG SAID SOUTHERLY LINE OF THE ROUGH AND READY DITCH, A DISTANCE OF 127.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE;  
 THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE THE FOLLOWING THREE (3) COURSES:

- SOUTH 27°39'44" WEST, A DISTANCE OF 27.06 FEET;
  - THENCE SOUTH 21°02'40" WEST, A DISTANCE OF 40.07 FEET;
  - THENCE SOUTH 03°08'10" WEST, A DISTANCE OF 107.87 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 36 AND COLORADO STATE HIGHWAY 66 AND COLORADO STATE HIGHWAY 7;
- THENCE NORTH 81°02'31" WEST, ALONG SAID NORTHERLY RIGHT OF WAY OF US HIGHWAY 36, A DISTANCE OF 90.95 FEET TO A POINT ON SAID WESTERLY LINE OF SAID PARCEL OF LAND;  
 THENCE NORTH 09°54'42" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 87.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10,639 SQUARE FEET OR 0.24 ACRES OF LAND, MORE OR LESS.

**MAYOR'S CERTIFICATE:**

THIS IS TO CERTIFY THAT A PETITION FOR THE ANNEXATION OF THE HEREOIN DESCRIBED PROPERTY AND MAP ACCOMPANYING THE SAME WERE APPROVED BY ORDINANCE NO. \_\_\_\_\_ OF THE TOWN OF LYONS, PASSED AND ADOPTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AND THE MAYOR OF THE TOWN OF LYONS ON BEHALF OF THE TOWN HEREBY ACKNOWLEDGES AND ADOPTS THE SAID MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR THE PURPOSES INDICATED THEREON.

MAYOR PRO TEM, TOWN OF LYONS, COLORADO \_\_\_\_\_

ATTEST:

TOWN CLERK, TOWN OF LYONS, COLORADO \_\_\_\_\_

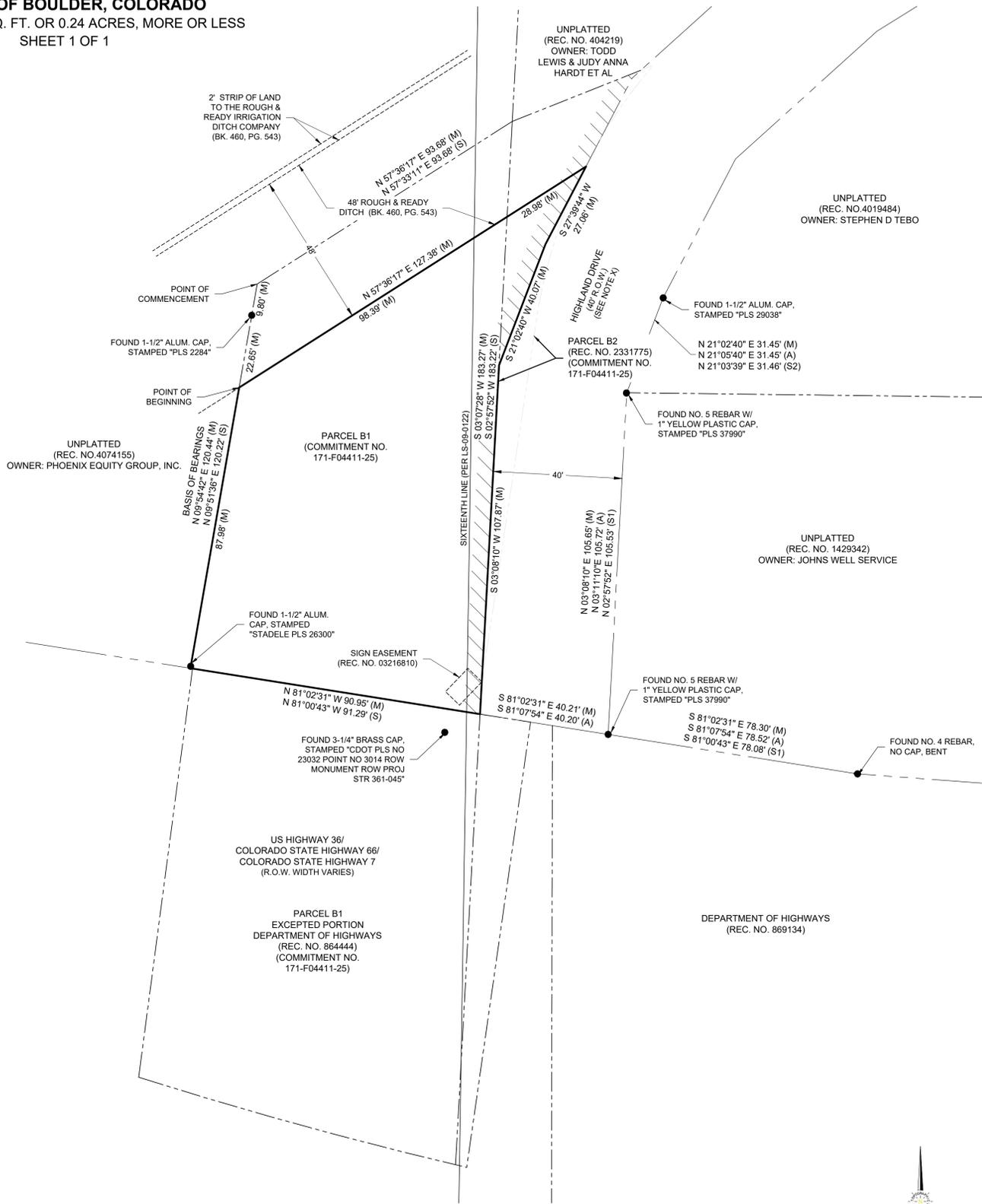
**SURVEYOR'S NOTES:**

- FIRST NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 171-F04411-25, DATED APRIL 17, 2025 AT 8:00 A.M. WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS MAP.
- 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.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THE PURPOSE OF THIS MAP IS TO GRAPHICALLY PORTRAY THE RELATIONSHIP OF THE LAND PROPOSED FOR ANNEXATION TO THE CURRENT TOWN OF LYONS LIMITS.
- ALL DIRECTIONS, DISTANCES, COORDINATES, AND DIMENSIONS ARE BASED ON MODIFIED (GROUND) COORDINATES FROM THE COLORADO COORDINATE SYSTEM FROM COLORADO STATE PLANE 1983 (2011) NORTH ZONE (C.R.S. 38-52-102). CSF=1.0002924076, 1/CSF=0.9997076778. ORIGIN N: 1320405.835, E: 3070009.018
- THE TOTAL AREA OF ANNEXATION IS 10,639 SQ. FT. OR 0.24 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.
- BASIS OF BEARINGS IS THE WESTERLY LINE OF THE SUBJECT PROPERTY WITH A GROUND BEARING OF NORTH 09°54'42" EAST, A DISTANCE OF 120.44', AS SHOWN HEREON.
- THE LINEAR UNIT USED IS U.S. SURVEY FEET.
- THIS ANNEXATION MAP IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
- OWNERSHIP INFORMATION IS PER BOULDER COUNTY ASSESSORS WEBSITE AS RESEARCHED ON JUNE 10, 2025 AND IS SUBJECT TO CHANGE.
- LAND SURVEY PLAT PREPARED BY HURST & ASSOCIATES, INC. AT LS-09-0122, DATED SEPTEMBER 16, 2009, LAND SURVEY PLAT PREPARED BY HURST & ASSOCIATES, INC. AT LS-09-0123, DATED SEPTEMBER 16, 2009, LAND SURVEY PLAT PREPARED BY HURST & ASSOCIATES, INC. AT LS-09-0121, DATED SEPTEMBER 16, 2009, AND ANNEXATION MAP PREPARED BY FLATIRONS, INC. AT JOB NO. 22-77,758, DATED FEBRUARY 8, 2024 (NOT YET RECORDED) WERE CONSIDERED IN THE PREPARATIONS OF THIS SURVEY.
- THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS MAP IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**SURVEYORS CERTIFICATE:**

I, KYLE R. WALKER, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF TOPOGRAPHIC, INC., THAT THIS ANNEXATION MAP OF THE ABOVE DESCRIBED LAND WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE ON JUNE 13, 2024 AND THAT AT LEAST 1/8TH OF THE TOTAL PERIMETER OF THAT LAND TO BE ANNEXED IS CONTIGUOUS TO THE EXISTING TOWN OF LYONS LIMITS.

KYLE R. WALKER, PLS 38864  
FOR AND ON BEHALF OF TOPOGRAPHIC CO.



**PROPERTY DESCRIPTION:**  
(PROVIDED BY FIRST NATIONAL TITLE INSURANCE COMPANY AT COMMITMENT NO. 171-F04411-25)

A PARCEL OF LAND, SITUATED IN SECTION 5, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B1:

THAT PART OF THE SW 1/4 NE 1/4 OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT AT THE INTERSECTION OF CENTERLINE OF LONGMONT-LYONS HIGHWAY NO. 66 AND THE BOULDER-LYONS HIGHWAY 7;  
 THENCE RUNNING NORTH 02°10' EAST 331 FEET TO THE SOUTHERLY BANK OF THE ROUGH AND READY DITCH;  
 THENCE SOUTH 49°52' WEST ALONG THE SOUTHERLY BANK OF SAID DITCH A DISTANCE OF 100.3 FEET;  
 THENCE SOUTH 08°27' WEST 243.4 FEET TO THE CENTERLINE OF SAID LONGMONT-LYONS HIGHWAY NO. 66;  
 THENCE SOUTH 72°57' EAST ALONG THE CENTERLINE OF SAID HIGHWAY 66 A DISTANCE OF 108.2 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION WHICH IS INCLUDED IN A STRIP OF LAND 48 FEET IN WIDTH RUNNING FROM THE LYONS-LONGMONT COUNTY ROAD TO THE EAST LINE OF THE SW 1/4 NE 1/4 OF SECTION 20, THE NORTH LINE OF WHICH STRIP OF LAND IS THE NORTH LINE OF THE ROUGH AND READY DITCH, AS CONVEYED TO THE ROUGH AND READY IRRIGATING DITCH CO., BY DEED RECORDED DECEMBER 16, 1920, IN BOOK 450 PAGE 543; AND

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN INSTRUMENT RECORDED NOVEMBER 24, 1967 AS RECEPTION NO. 864444, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST PROPERTY LINE FROM WHICH THE SOUTHEAST CORNER OF THE NE 1/4 OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST, BEARS SOUTH 64°27'30" EAST, A DISTANCE OF 1588.3 FEET;

THENCE SOUTH 80°53'30" EAST, A DISTANCE OF 106.1 FEET TO THE EAST PROPERTY LINE;  
 THENCE ALONG THE EAST PROPERTY LINE, SOUTH 08°20'30" WEST, A DISTANCE OF 138.9 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE C.B. & Q.R.R. (MAY 1967);

THENCE 50.0 FEET NORTHERLY FROM AND PARALLEL WITH THE CENTERLINE OF THE C.B. & Q.R.R. (MAY 1967), ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE C.B. & Q.R.R. (MAY 1967), ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1382.7 FEET, A DISTANCE OF 105.6 FEET (THE CHORD OF THIS BEARS NORTH 74°32'30" EAST, A DISTANCE OF 105.5);  
 THENCE ALONG THE WEST PROPERTY LINE, NORTH 07°41'30" EAST, A DISTANCE OF 127.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO

PARCEL B2:

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., SAID PARCEL BEING BOUNDED AS FOLLOWS:

BY THE EAST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED AUGUST 31, 1971 ON FILM 743 AS RECEPTION NO. 988285 IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER,

BY THE MOST SOUTHERLY LINE EXTENDED EASTERLY (A LINE PARALLEL WITH AND 48 FEET DISTANT FROM THE NORTH LINE OF THE ROUGH AND READY DITCH) OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED DECEMBER 13, 1920 IN BOOK 460 AT PAGE 543 IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER,

BY THE WEST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED APRIL 19, 1994 ON FILM 1965 AS RECEPTION NO. 1417848 IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER,

BY THE WEST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED MAY 20, 1994 ON FILM 1977 AS RECEPTION NO. 1429342 IN THE OFFICE OF BOULDER COUNTY CLERK AND RECORDER,

BY THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED JANUARY 1, 1968 AS RECEPTION NO. 869134 IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER,

EXCEPTING THEREFROM A FORTY (40) FOOT WIDE RIGHT OF WAY FOR HIGHLAND DRIVE (ALSO KNOWN AS BOULDER COUNTY ROAD NO. 49 AND FORMERLY KNOWN AS OLD ESTES PARK HIGHWAY),

SAID PARCEL OF LAND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED AUGUST 31, 1971 ON FILM 743 AS RECEPTION NO. 988285;  
 THENCE NORTH 02°50'07" EAST ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED AUGUST 31, 1971 ON FILM 743 AS RECEPTION NO. 988285, A DISTANCE OF 174 FEET, MORE OR LESS, TO THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED DECEMBER 13, 1920 IN BOOK 460 AT PAGE 543;

THENCE NORTH 68°12'37" EAST ALONG THE MOST SOUTHERLY LINE EXTENDED EASTERLY (A LINE PARALLEL WITH AND 48 FEET DISTANT FROM THE NORTH LINE OF THE ROUGH AND READY DITCH) OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED DECEMBER 13, 1920 IN BOOK 460 AT PAGE 543, A DISTANCE OF 47 FEET, MORE OR LESS, TO THE WEST RIGHT OF LINE OF HIGHLAND DRIVE (ALSO KNOWN AS BOULDER COUNTY ROAD NO. 49, AND FORMERLY KNOWN AS OLD ESTES PARK HIGHWAY);

THENCE ALONG THE WEST RIGHT OF WAY LINE OF HIGHLAND DRIVE, ALONG A CURVE TO THE LEFT 87 FEET, MORE OR LESS, SAID CURVE HAVING A RADIUS OF 154 FEET, MORE OR LESS;  
 THENCE SOUTH 08°23'28" WEST ALONG THE WEST RIGHT OF WAY LINE OF HIGHLAND DRIVE, A DISTANCE OF 115 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO.

**CLERK AND RECORDER'S CERTIFICATE:**

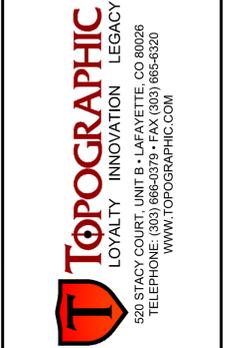
STATE OF COLORADO )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AND WAS RECORDED AT RECEPTION NO. \_\_\_\_\_

SIGNATURE  
BOULDER COUNTY CLERK AND RECORDER

**ANNEXATION TABLE:**

TOTAL BOUNDARY: 481 L.F.  
 1/8 OF TOTAL BOUNDARY: 80.17 L.F.  
 CONTIGUOUS BOUNDARY: 175.01 L.F.



ANNEXATION MAP

NO.	REVISION DESCRIPTION	DATE

FILE: 4497\_UTE\_HWY\_ANNEXATION  
 DRAFT: EVB  
 CHECK: BV, XX  
 DATE: 6/13/2025

COVER &  
ANNEXATION MAP

1 OF 1

## **Consistency with Lyons 2023 Thrive Comprehensive Plan**

The proposed annexation of 4497 Ute Highway, to be occupied by Western Stars Art Gallery, is strongly aligned with the vision, goals, and strategies outlined in the Town of Lyons' 2023 Lyons Thrive Comprehensive Plan. This initiative supports Lyons' commitment to fostering a vibrant, creative, and economically resilient community, and directly contributes to the following areas of focus in the plan:

### **1. Arts, Culture, and Community Identity**

Western Stars Art Gallery, a well-established local arts institution, aligns directly with Lyons' goal to "celebrate and promote the arts and creative expression as key components of Lyons' identity." As noted in the Comprehensive Plan, Lyons seeks to expand its role as a creative hub. By annexing this property and bringing Western Stars into town boundaries, Lyons reinforces its commitment to supporting local artists, enhancing cultural assets, and encouraging arts-based community engagement.

### **2. Economic Development and Tourism**

The reestablishment of Western Stars Art Gallery in Lyons contributes to the town's economic development strategy by promoting small business growth and tourism. As a longstanding local business with strong community roots, Western Stars attracts both residents and visitors, helping to strengthen Lyons' local economy and support a diverse business environment. This is consistent with the plan's strategy to "support locally-owned businesses and creative enterprises" and to "enhance the town's tourism economy through arts and cultural offerings."

### **3. Land Use and Growth Management**

Annexing this adjacent property provides an opportunity for intentional and sustainable growth consistent with the town's land use vision. The proposed Commercial Eastern Corridor (CEC) zoning is compatible with the town's desire to concentrate commercial activity in designated corridors and maintain Lyons' small-town character while encouraging economic vitality.

### **4. Community Services and Infrastructure**

Bringing the property into town limits allows for better coordination of municipal services and ensures that the site is developed or maintained in accordance with Lyons' standards for infrastructure, design, and community integration. This aligns with the plan's goal to "provide high-quality infrastructure and services that support current and future needs."

### **5. Gateway and Visual Character**

The property at 4497 Ute Highway is located along a key entry corridor into Lyons. Occupation by Western Stars Art Gallery supports the town's strategy to "enhance entryways and corridors

to reflect the town’s character and appeal,” offering an aesthetically engaging and welcoming presence for those arriving from the east.

**Conclusion**

The annexation and future use of 4497 Ute Highway by Western Stars Art Gallery is a clear example of thoughtful growth that honors Lyons’ values and strategic priorities. It supports local culture, enhances economic resilience, and strengthens the town’s identity as a creative and inclusive community—hallmarks of the Lyons Thrive Comprehensive Plan.

# Bushong & Holleman PC

A t t o r n e y s · a t · L a w

1966 13<sup>th</sup> Street, Suite 270, Boulder, Colorado 80302

Steven J. Bushong  
Paul (Fritz) Holleman

Cassidy L. Woodard  
Kate A. Bosh  
Paul J. Raymond

Karen L. Henderson  
*Of Counsel*

Veronica A. Sperling  
*Retired*

(303) 431-9141  
BH-Lawyers.com

May 14, 2025

Town of Lyons  
432 5<sup>th</sup> Avenue  
Lyons, Colorado 80540

## **Re: Water Resources at 4497 Ute Highway, Longmont Colorado 80503**

Dear Town of Lyons Staff:

Our firm represents Dave Merkley, who's company is the owner of the property located at 4497 Ute Highway, Longmont, Colorado 80503 ("the property"). We have been asked to provide a brief report on any water resources associated with the property to support our client's request for annexation into the Town of Lyons. This report is not intended to be a title opinion on water rights and is instead a summary of any water resources associated with the property. For any questions regarding this report, please contact our firm at the address above.

To develop this report, our firm reviewed the deed by which our client took ownership of the property. We also conducted searches for surface water, groundwater, and well rights through the State of Colorado's Decision Support System database, and the Colorado Department of Water Resources Map Viewer database (collectively "DWR Database"). The following summarizes our findings.

### **Groundwater Rights**

Our review of the property in the DWR Database revealed one well permit issued by the State of Colorado associated with the property, Division of Water Resources Well Permit No. 32554-A ("well 32554-A"). Well 32554-A is currently permitted only for uses described under C.R.S. 37-92-602(1)(c) for drinking and sanitary facilities inside a commercial business. Well 32554-A is limited to 15gpm, a total of .33 acre-feet per year (108,600 gallons), and requires use of a non-evaporative waste disposal system. A copy of the well permit is attached hereto as "Exhibit A." Well 32554-A is for an exempt well, meaning it is exempt from administration in priority with water rights based on the assumption that no material injury will result from the allowed use. We note that the well permit is currently not in our client's name, however, we are

recommending a change of ownership form be submitted to the Division of Water Resources, which is merely a ministerial task.

We have confirmed through the DWR Database there are no other groundwater rights associated with the property, including no other well rights. Nor does there exist any Denver Basin or designated basin groundwater underlying the property. While the special warranty deed which conveyed the property does not specifically identify any water rights, the well would be expected to transfer through the appurtenance clause in the deed. A copy of the deed is attached hereto as "Exhibit B."

### **Surface Water Rights**

Our review of the property in the DWR Database revealed that there are no surface water rights of any kind connected with our client's ownership of the property. The Exhibit B special warranty deed likewise does not explicitly convey any surface water rights. Accordingly, based upon the information reviewed, it is our opinion that our client does not own any rights to surface water associated with the property, nor does our client own any shares in any irrigation or ditch company associated with the property.

Please let us know if you have any questions or if we can be of further assistance.

Sincerely,

BUSHONG & HOLLEMAN, P.C.

By: Paul Raymond  
Paul J. Raymond  
Steve Bushong  
Counsel for Dave Merkley

Form No. GWS-25

OFFICE OF THE STATE ENGINEER  
COLORADO DIVISION OF WATER RESOURCES  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

1425

WELL PERMIT NUMBER 32554 - A  
DIV. 1      WD 5      DES. BASIN      MD

APPLICANT

AER INVESTMENTS LLC  
24 PINE BROOKE RD  
BOULDER, CO 80304-

(303) 247-0903

APPROVED WELL LOCATION

BOULDER COUNTY  
SW 1/4 NE 1/4 Section 20  
Township 3 N Range 70 W Sixth P.M.

DISTANCES FROM SECTION LINES

1940 Ft. from North      Section Line  
1365 Ft. from East      Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting:      Northing:

**PERMIT TO CONSTRUCT A WELL**

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(c) for the relocation of an existing well, permit no. 32554-A. The old well must be plugged in accordance with Rule 16 of the Water Well Construction Rules within ninety (90) days of completion of the new well. The enclosed Well Abandonment Report form must be completed and submitted to affirm that the old well was plugged.
- 4) Approved pursuant to the policy of the State Engineer for appropriation of ground water tributary to South Platte River system.
- 5) The use of ground water from this well is limited to drinking and sanitary facilities as described in CRS 37-92-602(1)(c), for a commercial business. Water from this well shall not be used for lawn or landscape irrigation or for any other purpose outside the business building structure.
- 6) The pumping rate of this well shall not exceed 15 GPM.
- 7) The annual amount of ground water to be diverted by this well shall not exceed 1/3 acre-foot (108,600 gallons).
- 8) Approved as the only well on a tract of land of 0.29 acre(s) described as the SW 1/4 of the NE 1/4 of Section 20, Township 3N, Range 70 W of the 6th P.M., Boulder County, reference attached exhibit "A".
- 9) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 10) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 11) This well shall be constructed not more than 200 feet from the location specified on this permit. *A.D.B. 10-26-2012*

APPROVED  
ADB

*Dirk Wolfe*  
State Engineer

*Arlene D. Boone*  
By

Receipt No. 3654562

DATE ISSUED 10-26-2012

EXPIRATION DATE 10-26-2014

## Change in Owner Name/Contact Information for Well Permits For Use in Connection with a Real Estate Transaction

*To be completed by the individuals or entities claiming ownership of a well permit, and submitted by title companies/settlement agents as an uploaded attachment using the eForm Submittal Tool.*

**New Well Owner(s) Contact Information:**

<b>Name(s)*:</b>	David Merkley
<b>Organization<sup>1</sup>:</b>	Phoenix Equity Group, Inc., a Florida corporation
<b>Mailing Address*:</b>	
<b>City, St., Zip*:</b>	
<b>Phone:</b>	
<b>Email(s)*:</b>	

*\*required fields to submit eForm.*

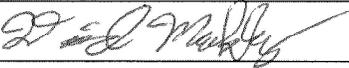
*<sup>1</sup>ONLY enter a name here if the Organization itself OWNS the well.*

**Well Permit**

<b>Well Permit Number*</b>	<b>Physical Address of the parcel on which the well is located (include city and zip)</b>
32554-A	4497 Ute Highway, Longmont, CO 80503-9186

*\*required field (except when using the title company eForm for wells where a valid permit number cannot be identified. In those cases, this form can still be completed and uploaded; however, the permit number would be left blank on this form)*

I (we) claim and say that I am (we are) the owner(s) of the well permit described above, know the contents of the statements made herein, and state that they are true to my (our) knowledge. This filing is made pursuant to C . R . S . 37 – 90 - 143. I (we) understand that filing a Change of Owner Name/Contact Information form is for contact information purposes only. Filing this form does not convey real property.

<b>Signature of the New Owner(s)*</b>	<b>Please print the Signer's Name* &amp; Trust</b>	<b>Date*</b>
	Phoenix Equity Group, Inc., a Florida corporation	01/21/2025

*\*required fields*

*Note: If there are multiple owners with different mailing addresses or additional room is needed for signatures, please include this as an attachment to the form.*

**After Recording Return To:**  
Phoenix Equity Group, Inc.  
Attn: David Merkley  
4435 Ute Highway  
Longmont, CO 80503

**SPECIAL WARRANTY DEED**

THIS DEED is made as of January 21, 2025, between AER Investments, LLC, a Colorado limited liability company (the "Grantor"), and Phoenix Equity Group, Inc., a Florida corporation, whose address is 4435 Ute Highway, Longmont, CO 80503 (the "Grantee").

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto Grantee and Grantee's successors and assigns forever, all the real property, together with any improvements thereon, located in the County of Boulder, State of Colorado, legally described as

SEE EXHIBIT A LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE,

and known as 4497 Ute Highway, Longmont, CO 80503 (the "Property").

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto Grantee and Grantee's successors and assigns forever. Grantor, for itself and its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except for and subject to: (i) taxes and assessments for the year 2025 and subsequent years, not yet due and payable; (ii) those specific matters set forth in Exhibit B attached hereto and incorporated herein by this reference; and (iii) statutory exceptions as defined in C.K.S. § 38-30-113(5)(a).

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed effective as of the date first set forth above.

**GRANTOR:**  
DMRR, LLC, a Colorado limited liability company

By:   
David Rheingold, Manager

*(ACKNOWLEDGMENT ON FOLLOWING PAGE)*

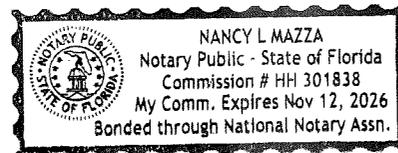
STATE OF Florida )  
COUNTY OF Broward ) ss:

The foregoing instrument was acknowledged before me this 17 day of January, 2025, by David Rheingold, as Manager of DMRR, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 11-12-2026

Nancy L. Mazza  
Notary Public  
NANCY L. MAZZA



**EXHIBIT A  
TO  
SPECIAL WARRANTY DEED**

Legal Description  
(4497 Ute Highway, Longmont, CO 80503)

PARCEL 1:

That part of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 20, Township 3 North, 70 West of the 6th P.M., described as follows:

Beginning at a point at the intersection of the centerline of the Longmont- Lyons Highway No. 66 and the Boulder-Lyons Highway No. 7;

Thence running North 02°10' East 331 feet to the Southerly bank of the Rough and Ready Ditch;

Thence South 49°52' West along the Southerly bank of said ditch a distance of 100.3 feet;

Thence South 08°27' West 243.4 feet to the centerline of said Longmont-Lyons Highway No. 66;

Thence South 72°57' East along the centerline of said Highway No. 66 a distance of 108.2 feet to the point of beginning;

Except that portion which is included in a strip of land 48 feet in width running from the Lyons- Longmont County Road to the East line of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 20, the North line of which strip of land is the North line of the Rough and Ready Ditch, as conveyed to the Rough and Ready Irrigating Ditch Co., by Deed recorded December 16, 1920, in Book 460 at Page 543; and,

Except that portion conveyed to the Department of Highways, State of Colorado, in instrument recorded November 24, 1967 as Reception No. 864444, and described as follows:

Beginning at a point on the West property line from which the Southeast corner of the NE  $\frac{1}{4}$  of Section 20, Township 3 North, Range 70 West, bears South 64°27'30" East, a distance of 1,558.3 feet; thence South 80°53'30" East, a distance of 106.1 feet to the East property line; Thence along the East property line, South 08°20'30" West, a distance of 138.9 feet to the Northerly right of way line of the C.B. & Q.R.R. (May 1967);

Thence 50.0 feet Northerly from and parallel with the centerline of the C.B. & Q.R.R. (May 1967), along the Northerly right of way line of the C.B. & Q.R.R. (May 1967), along the arc of a curve to the right, having a radius of 1,382.7 feet, a distance of 105.5 feet (the chord of this arc bears North 74°32'30" West, a distance of 105.5 feet);

Thence along the West property line, North 07°41'30" East, a distance of 127.3 feet, more or less, to the point of beginning, County of Boulder, State of Colorado.

PARCEL 2:

A parcel of land located within the Northeast  $\frac{1}{4}$  of Section 20, Township 3 North, Range 70 West of the 6th P.M., said parcel being bounded as follows:

By the East line of a tract of land described in instrument recorded August 31, 1971 on Film 743 as Reception No. 988285 in the office of the Boulder County Clerk and Recorder,

By the most Southerly line extended Easterly (a line parallel with and 48 feet distant from the North line of the Rough and Ready Ditch) of a tract of land described in instrument recorded December 13, 1920 in Book 460 at Page 543 in the office of the Boulder County Clerk and Recorder,

By the West line of a tract of land described in instrument recorded April 19, 1994 on Film 1965 as Reception No. 1417848 in the office of the Boulder County Clerk and Recorder,

By the West line of a tract of land described in instrument recorded May 20, 1994 on Film 1977 as Reception No. 1429342 in the office of the Boulder County Clerk and Recorder,

By the North line of a parcel of land described in instrument recorded January 1, 1968 as Reception No. 869134 in the office of the Boulder County Clerk and Recorder,

Excepting therefrom a forty (40) foot wide right of way for Highland Drive (also known as Boulder County Road No. 49, and formerly known as Old Estes Park Highway),

Said parcel of land being further described as follows:

Beginning at the Southeast corner of that tract of land described in instrument recorded August 31, 1971 on Film 743 as Reception No. 988285;

Thence North  $02^{\circ} 56'07''$  East along the East line of said tract of land described in instrument recorded August 31, 1971 on Film 743 as Reception No. 988285, a distance of 174 feet, more or less, to the South line of that tract of land described in instrument recorded December 13, 1920 in Book 460 at Page 543;

Thence North  $68^{\circ} 12'37''$  East along the most Southerly line extended Easterly (a line parallel with and 48 feet distant from the North line of the Rough and Ready Ditch) of said tract of land described in instrument recorded December 13, 1920 in Book 460 at Page 543, a distance of 47 feet, more or less, to the West right of way line of Highland Drive (also known as Boulder County Road No. 49, and formerly known as Old Estes Park Highway);

Thence along the West right of way line of Highland Drive, along a curve to the left 87 feet, more or less, said curve having a radius of 154 feet, more or less;

Thence South  $08^{\circ} 23'28''$  West along the West right of way line of Highland Drive, a distance of 115 feet, more or less, to the point of beginning, County of Boulder, State of Colorado.

**EXHIBIT B  
TO  
SPECIAL WARRANTY DEED**

Exceptions to Title

1. Patent Reservations in Patent recorded April 7, 1911 in Book 369 at Page 1.
2. Any portion of said land which may lie within those certain lands as conveyed to The Rough and Ready Irrigating Ditch Company by Maney Peterson, Howarth E. Jones and Mattie Jones in Warranty Deed recorded December 16, 1920 in Book 460 at Page 543.
3. Easement granted to Effie Wysong, Willis Wysong and Aldena Wysong for right of way for driveway purposes along existing road and across a certain bridge over the "Palmerton Ditch" recorded March 25, 1955 in Book 974 at Page 450
4. Matters contained in Certificate of Survey recorded August 17, 1971 as Reception No. 986496.
5. Matters contained in the Map of Longmont Water System recorded May 21 or 26, 1904 in Book B at Page 18
6. Resolution 2011-23 Second Amendment to Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement recorded June 22, 2011 as Reception No. 3155123 and re-recorded July 14, 2011 as Reception No. 3159093.
7. Special Warranty Deed recorded April 6, 2012 as Reception No. 3215131.
8. Quitclaim Deed recorded April 16, 2012 as Reception No. 3216785.
9. Easement granted to Gwynne L. Owen for sign purposes recorded April 16, 2012 as Reception No.3216810.
10. Easement granted to County of Boulder for maintaining culvert recorded December 19, 2014 as Reception No.3419152.
11. Matters disclosed by survey dated August 16, 2016 prepared by Lee Stadele, PLS 26300 for and on behalf of Flagstaff Surveying Inc., Job No. 16620a-2.
12. Matters disclosed by survey dated December 18, 2024 prepared by Don E. Johnson, PLS 34593 for and on behalf of AEI Consultants, Job No. 502746.

Town of Lyons, Colorado  
Board of Trustees Meeting  
BOT Agenda Cover Sheet  
Agenda Item No: VII. 2.  
Meeting Date: January 20, 2026

**TO:** Mayor Rogin and Members of the Board of Trustees  
**FROM:** Lisa Ritchie, Planning and Building Director  
**DATE:** January 14, 2026  
**ITEM:** 2<sup>nd</sup> Reading and Public Hearing – Ordinance 1197 – an Ordinance of the Town of Lyons, Colorado, Zoning 4497 Ute Highway of the 4497 Ute Highway Annexation to Commercial Eastern Corridor (CEC)

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** Staff are requesting that the Board of Trustees consider an ordinance approving the Commercial East Corridor (CEC) zoning for the parcel located at 4497 Ute Highway.

**Property Information:**



The legal description for the parcel follows:

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A PORTION OF THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2944811, DATED JULY 22, 2008 IN THE RECORDS OF BOULDER COUNTY CLERK IN THE RECORDER TO BEAR NORTH 09°54'42" EAST, A DISTANCE OF 102.44 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING THAT THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE SOUTH 09°54'42" WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 32.45 FEET TO THE SOUTHERLY LINE OF THE 48 FOOT RIGHT-OF-WAY FOR THE ROUGH AND READY DITCH, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 57°36'17" EAST, ALONG SAID SOUTHERLY LINE OF THE ROUGH AND READY DITCH, A DISTANCE OF 127.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 27°39'44" WEST, A DISTANCE OF 27.06 FEET;
2. THENCE SOUTH 21°02'40" WEST, A DISTANCE OF 40.07 FEET;
3. THENCE SOUTH 03°08'10" WEST, A DISTANCE OF 107.87 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 36 AND COLORADO STATE HIGHWAY 66 AND COLORADO STATE HIGHWAY 7; THENCE NORTH 81°02'31" WEST, ALONG SAID NORTHERLY RIGHT OF WAY OF US HIGHWAY 36, A DISTANCE OF 90.95 FEET TO A POINT ON SAID WESTERLY LINE OF SAID PARCEL OF LAND; THENCE NORTH 09°54'42" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 87.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

- II. PROJECT HISTORY:** The property contains an existing vacant structure, built in 1968. The owner, Phoenix Equity Group, purchased the property in 2025. The property is currently zoned Agricultural in Boulder County, which renders the property non-conforming in terms of proposed use. The property owner is seeking annexation to permit retail use on the lot. At this time, the applicant has no plans to make any changes to the property.

The ordinance accompanies an application to annex the property into the Town of Lyons. Property must be zoned within 90 days of the annexation date.

The parcel is included within the 2012 Lyons Planning Area Comprehensive Development Plan Intergovernmental Agreement with Boulder County, and CEC zoning is consistent with these plans. The property has historically been used commercially, most recently as a retail marijuana store.

**III. DISCUSSION:**

The Lyons Municipal Code includes the following review criteria for zoning of property within the Town of Lyons:

**Sec. 16-15-40. – Official Zoning Map amendment approval criteria.**

- (1) To correct a manifest error in an ordinance establishing the zoning for a specific property.  
*The property is located within unincorporated Boulder County and is not Town zoned.*
- (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.

*The property condition will change upon annexation, and requires approval of a zone district within the Town of Lyons.*

- (3) The land to be rezoned is inconsistent with the policies and goals of the Comprehensive Plan.

*The property is currently not annexed within the Town of Lyons and is zoned Agricultural in Boulder County. This is inconsistent with the Town's Comprehensive Plan, which anticipates annexation of this property and commercial zoning fronting the Highway.*

- (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.

*The application is consistent with goals and policies of the Comprehensive Plan, including adaptive reuse of existing structures in the eastern corridor, and commercial uses fronting the highway. The following is included in the Plan for the eastern corridor:*

***Future Land Use Consideration (East St. Vrain)***

***Mixed-Use***

*A mix of residential, commercial, and employment uses is encouraged. Highway frontage should be reserved for commercial uses, with small scale apartments or townhomes located behind. As one of the last greenfield sites remaining in Lyons, affordable or workforce housing should be a priority.*

- (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.

*The adjacent property to the east (Tebo) was recently annexed, with plans for redevelopment of the site and the adjacent intersection. It is in the public interest to zone the subject property to Commercial East Corridor, which is the zone district most appropriate within the Town zoning scheme for this area.*

- (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.

*Not applicable.*

Staff find that the application meets all applicable zoning criteria.

**IV. RELATIONSHIP WITH OTHER PLANS:** The subject parcel is identified for commercial uses within the [Lyon's Thrive Comprehensive Plan](#) and the [Lyons Primary Planning Area Plan](#).

**V. RECOMMENDED ACTION / NEXT STEPS:** Staff recommends that the Board of Trustees continue the 2<sup>nd</sup> Reading and Public Hearing until January 20, 2026.

**VI. FISCAL IMPACTS:** The approval of this application may increase sales tax revenue to the Town.

**VII. LEGAL ISSUES:** No legal issues have been identified pertaining to the Town with this zoning.

**VIII. CONFLICTS OR ENVIRONMENTAL ISSUES:** As noted above, staff are aware that constructing the public improvements to serve the property has challenges related to CDOT right-of-way design requirements and ditch company requirements.

**IX. PCDC RECOMMENDATION:**

The PCDC held a public hearing on August 11, 2025, to consider the request for zoning. They voted in unanimous approval of Resolution 19-2025, recommending approval of the zoning of the property to Commercial Eastern Corridor.

**X. SUMMARY AND ALTERNATIVES:** The Board of Trustees may decide not to approve the request for zoning to Commercial Eastern Corridor

**Proposed Motion: To be discussed during the meeting. Action on this item will be dependent on action on the associate annexation application.**

**ATTACHMENTS:**

- 1) Draft Ordinance
- 2) Application materials
- 3) Referral comments received to date

**TOWN OF LYONS, COLORADO  
ORDINANCE 1197**

**AN ORDINANCE OF THE TOWN OF LYONS, COLORADO,  
ZONING 4497 UTE HIGHWAY OF THE '4497 UTE HIGHWAY ANNEXATION'  
TO COMMERCIAL EASTERN CORRIDOR (CEC)**

**WHEREAS**, pursuant to C.R.S. § 31-23-301, the Town of Lyons (the "Town") possesses the authority to regulate land uses within the Town; and

**WHEREAS**, a written petition, together with four (4) prints of an annexation map, has been filed with the Town of Lyons ("Town") Clerk requesting annexation of certain property to be known as "4497 Ute Highway"; and

**WHEREAS**, the Town of Lyons Board of Trustees ("Board of Trustees") desires to approve an annexation petition in accordance with the Municipal Annexation Act, Section 31-12-101 *et seq.*, Colorado Revised Statutes, and Lyons Municipal Code ("LMC") Chapter 15; and

**WHEREAS**, the Board of Trustees previously approved Resolution 2025-46, finding substantial compliance and initiating annexation proceedings for the Property, as defined therein; and

**WHEREAS**, the Municipal Annexation Act, Section 31-12-101 *et seq.*, Colorado Revised Statutes and LMC Chapter 15 require that annexed property be zoned; and

**WHEREAS**, pursuant to LMC 15-1-220, the Town of Lyons Planning and Community Development Commission (PCDC) "shall, by resolution, recommend approval of the petition for annexation with or without modifications and/or conditions, or recommend denial. If the zoning of the property is requested at the time of annexation, the PCDC shall, by resolution, recommend approval with or without modifications and/or conditions or recommend denial of the requested zoning. The PCDC shall refer any such recommendation to the Board of Trustees"; and

**WHEREAS**, the applicant has the Property, as is more particularly described below and as depicted on **Exhibit A**, be rezoned from County zoning Agricultural to CEC, Commercial East Corridor; and

**WHEREAS**, the proposed zoning designation of Parcel is consistent with the Lyon's Thrive Comprehensive Plan, Future Land Use Plan, and the 2012 Boulder County Land Use IGA; and

**WHEREAS**, the PCDC held a public hearing on the proposed zoning of the Property; and

**WHEREAS**, the PCDC has determined it is in the best interest of the Town to recommend to the Board of Trustees that the Property be zoned as CEC, Commercial East Corridor; and

**WHEREAS**, the Board of Trustees held a duly noticed public hearing on the proposed zoning of the Property; and

**WHEREAS**, the Board of Trustees has determined it is in the best interest of the Town to approve a request for the Property to be zoned as CEC, Commercial East Corridor.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO, AS FOLLOWS:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby approves the Application for zoning of the 4497 Ute Highway Property as CEC, Commercial East Corridor, which is more particularly described in the real property records for Boulder County as;

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A PORTION OF THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2944811, DATED JULY 22, 2008 IN THE RECORDS OF BOULDER COUNTY CLERK IN THE RECORDER TO BEAR NORTH 09°54'42" EAST, A DISTANCE OF 102.44 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING THAT THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE SOUTH 09°54'42" WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 32.45 FEET TO THE SOUTHERLY LINE OF THE 48 FOOT RIGHT-OF-WAY FOR THE ROUGH AND READY DITCH, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 57°36'17" EAST, ALONG SAID SOUTHERLY LINE OF THE ROUGH AND READY DITCH, A DISTANCE OF 127.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 27°39'44" WEST, A DISTANCE OF 27.06 FEET;
2. THENCE SOUTH 21°02'40" WEST, A DISTANCE OF 40.07 FEET;
3. THENCE SOUTH 03°08'10" WEST, A DISTANCE OF 107.87 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 36 AND COLORADO STATE HIGHWAY 66 AND COLORADO STATE HIGHWAY 7; THENCE NORTH 81°02'31" WEST, ALONG SAID NORTHERLY RIGHT OF WAY OF US HIGHWAY 36, A DISTANCE OF 90.95 FEET TO A POINT ON SAID WESTERLY LINE OF SAID PARCEL OF LAND; THENCE NORTH 09°54'42" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 87.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Section 3. Specifically, the Town of Lyons Board of Trustees finds that the Application "rezone[s] 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" consistent with LMC § 16-15-40(2).

Section 5. The Town Administrator, Town Planner, and other appropriate Town Staff are authorized and instructed to revise the official zoning map for the Town of Lyons 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 6. Severability. Should any one or more sections or provisions of this Ordinance enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 7. Repeal. Any and all ordinances, resolutions, or codes, or parts thereof, which are in conflict or inconsistent with this ordinance are repealed to the extent of such conflict or inconsistency exists. The repeal of any such ordinance, resolution, or code or part thereof, shall not revive any other section or part of any ordinance, resolution, or code provision This repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or code hereby repealed prior to this ordinance taking effect.

Section 8. Effective Date. This Ordinance shall become effective thirty (30) days after publication following final passage in accordance with Section 2-2-160 of the Lyons Municipal Code.

**INTRODUCED AND PASSED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**INTRODUCED, AMENDED, PASSED, ADOPTED, AND ORDERED PUBLISHED ON SECOND READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.**

**TOWN OF LYONS, COLORADO**

By: \_\_\_\_\_  
Hollie Rogin, Mayor

ATTEST:

\_\_\_\_\_  
Dolores M. Vasquez, CMC Town Clerk

**TOWN OF LYONS, COLORADO**

**PLANNING AND COMMUNITY DEVELOPMENT COMMISSION  
RESOLUTION 2025-19-PCDC**

**A RESOLUTION OF THE TOWN OF LYONS PLANNING AND COMMUNITY  
DEVELOPMENT COMMISSION RECOMMENDING APPROVAL OF AN ORDINANCE  
APPROVING COMMERCIAL EAST CORRIDOR (CEC) ZONING FOR THE  
PROPERTY LOCATED AT 4497 UTE HIGHWAY**

**WHEREAS**, pursuant to C.R.S. § 31-23-301, the Town of Lyons (the “Town”) possesses the authority to regulate land uses within the Town; and

**WHEREAS**, the Board of Trustees previously approved Resolution 2025-46, finding substantial compliance and initiating annexation proceedings for the Property, as defined therein and described below; and

**WHEREAS**, pursuant to LMC 15-1-220, the Town of Lyons Planning and Community Development Commission (“PCDC”) “shall, by resolution, recommend approval of the petition for annexation with or without modifications and/or conditions, or recommend denial. If the zoning of the property is requested at the time of annexation, the PCDC shall, by resolution, recommend approval with or without modifications and/or conditions or recommend denial of the requested zoning. The PCDC shall refer any such recommendation to the Board of Trustees”; and

**WHEREAS**, the applicant has requested the Property, as is more particularly described below, be rezoned from County zoning Agricultural to CEC, Commercial East Corridor; and

**WHEREAS**, the proposed zoning designation of Parcel is consistent with the Lyon’s Thrive Comprehensive Plan, Future Land Use Plan, and the 2012 Boulder County Land Use IGA; and

**WHEREAS**, the PCDC held a public hearing on August 11, 2025 considering the request for the proposed zoning of the Property; and

**WHEREAS**, the PCDC has determined it is in the best interest of the Town to recommend to the Board of Trustees that the Property be zoned as CEC, Commercial East Corridor; and

**NOW THEREFORE, BE IT RESOLVED BY THE PLANNING AND COMMUNITY  
DEVELOPMENT COMMISSION:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The property is more particularly described as:

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BOULDER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:**

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A PORTION OF THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2944811, DATED JULY 22, 2008 IN THE RECORDS OF BOULDER COUNTY CLERK IN THE RECORDER TO BEAR NORTH 09°54'42" EAST, A DISTANCE OF 102.44 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING THAT THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE SOUTH 09°54'42" WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 32.45 FEET TO THE SOUTHERLY LINE OF THE 48 FOOT RIGHT-OF-WAY FOR THE ROUGH AND READY DITCH, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 57°36'17" EAST, ALONG SAID SOUTHERLY LINE OF THE ROUGH AND READY DITCH, A DISTANCE OF 127.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE THE FOLLOWING THREE (3) COURSES:

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3. THENCE SOUTH 03°08'10" WEST, A DISTANCE OF 107.87 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 36 AND COLORADO STATE HIGHWAY 66 AND COLORADO STATE HIGHWAY 7; THENCE NORTH 81°02'31" WEST, ALONG SAID NORTHERLY RIGHT OF WAY OF US HIGHWAY 36, A DISTANCE OF 90.95 FEET TO A POINT ON SAID WESTERLY LINE OF SAID PARCEL OF LAND; THENCE NORTH 09°54'42" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 87.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Section 3. The PCDC hereby recommends approval of the ordinance.

Section 4. This resolution shall take effect immediately upon adoption.

**ADOPTED THIS 11 DAY OF AUGUST, 2025.**

**PLANNING AND COMMUNITY  
DEVELOPMENT COMMISSION FOR THE  
TOWN OF LYONS, COLORADO**

By: Amy Schwartz  
Amy Schwartz (Aug 13, 2025 13:22:16 MDT)  
\_\_\_\_\_  
Amy Schwartz, Chair

ATTEST:

*Maria Marquez-Rubio*

\_\_\_\_\_  
Maria Marquez-Rubio  
Deputy Town Clerk

# Reso 19-2025 4497 Ute Highway Zoning

Final Audit Report

2025-08-13

Created:	2025-08-12
By:	Maria Marquez-Rubio (mmarquezurubio@townoflyons.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAN7pfnGCeTvqeXAxBynZANY_6cYXiheZa

## "Reso 19-2025 4497 Ute Highway Zoning" History

-  Document created by Maria Marquez-Rubio (mmarquezurubio@townoflyons.com)  
2025-08-12 - 2:41:40 PM GMT
-  Document emailed to aschwartz@townoflyons.com for signature  
2025-08-12 - 2:41:43 PM GMT
-  Email viewed by aschwartz@townoflyons.com  
2025-08-13 - 7:21:59 PM GMT
-  Signer aschwartz@townoflyons.com entered name at signing as Amy Schwartz  
2025-08-13 - 7:22:14 PM GMT
-  Document e-signed by Amy Schwartz (aschwartz@townoflyons.com)  
Signature Date: 2025-08-13 - 7:22:16 PM GMT - Time Source: server
-  Document emailed to Maria Marquez-Rubio (mmarquezurubio@townoflyons.com) for signature  
2025-08-13 - 7:22:18 PM GMT
-  Document e-signed by Maria Marquez-Rubio (mmarquezurubio@townoflyons.com)  
Signature Date: 2025-08-13 - 7:34:05 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-13 - 7:34:05 PM GMT

## **Letter of Intent and Statement of Community Need**

Phoenix Equity Group Inc  
phoenixequity24@gmail.com  
435-219-5916

April 14, 2025

Board of Trustees  
Town of Lyons  
432 5th Avenue  
Lyons, CO 80540

### **Subject: Letter of Intent and Statement of Community Need for Annexation of 4497 Ute Highway**

Dear Members of the Board of Trustees,

On behalf of Phoenix Equity Group, I respectfully submit this Letter of Intent and Statement of Community Need to formally request annexation of the property located at 4497 Ute Highway into the Town of Lyons. This letter introduces our organization, outlines the annexation request, explains the public benefit of this annexation, and details the requested zoning and proposed use of the property.

### **Introduction of the Applicant**

Phoenix Equity Group is a corporation controlled by the Merkley family, longtime residents of the Weld/Boulder County area since 1989. I, David Merkley, currently reside in Pinewood Springs with my children, who attend Lyons Middle and Elementary Schools. Our family is deeply connected to the Lyons community, both personally and professionally.

### **Annexation Request**

We are seeking annexation of 4497 Ute Highway to transition the property's jurisdiction from Boulder County, where it is currently zoned Agricultural with a non-conforming use designation for a marijuana dispensary. We are seeking a zoning designation of Commercial Eastern Corridor, which is appropriate for the location and our intended use. Annexation into the Town of Lyons will enable us to align with community goals and zoning regulations, while ensuring long-term use of the property is consistent with town planning.

## Statement of Community Benefit

Upon annexation, Phoenix Equity Group will lease the building to **Western Stars Art Gallery**, a well-established and valued cultural institution that has served Lyons for more than 12 years. Western Stars Gallery features artwork and artisan goods from over 250 regional artists, with a strong emphasis on handmade, sustainable, and ethically sourced items.

The gallery's relocation to this site will:

- Enrich Lyons' cultural and artistic identity by providing expanded space for regional artists.
- Support the local economy through increased foot traffic and tourism.
- Provide a community gathering space that reflects Lyons' values of creativity, sustainability, and connection.
- Align with the **Lyons Comprehensive Plan** and **Lyons Thrive** strategies, which emphasize arts, small business support, and culturally vibrant spaces within walkable corridors.

## Requested Zoning

We respectfully request that the property be zoned **Commercial Eastern Corridor (CEC)**. This zoning is consistent with the property's location and the type of use proposed. The CEC designation supports mixed commercial use and encourages economic development that is aligned with the town's vision for the Eastern Corridor, as outlined in the **2013 Commercial Eastern Corridor Zoning District Ordinance**.

## Development Plans

No significant structural changes are planned for the property. The existing building will be utilized to house Western Stars Gallery, with any necessary modifications limited to interior adjustments and signage to suit the new occupant's operational needs. This approach ensures minimal environmental impact and preserves the existing character of the property.

We believe that this annexation and subsequent use of the property will provide meaningful benefits to the Town of Lyons, aligning with both community values and strategic planning objectives.

Thank you for considering our request. We look forward to the opportunity to contribute positively to the Lyons community.

Sincerely,

A handwritten signature in black ink that reads "David Merkley". The script is fluid and cursive, with the first letters of "David" and "Merkley" being capitalized and prominent.

David Merkley  
Phoenix Equity Group

# SIGNATURE WITNESSING

State of Utah)

§

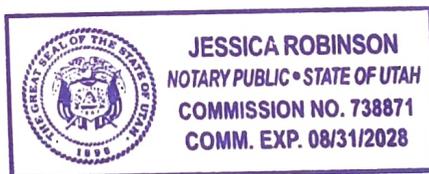
County of Weber)

On this 17 day of June, in the year 2025, before me, Jessica Robinson,  
Date Month Year Name of Notary Public

personally appeared David Merkley, proved to me through satisfactory evidence of  
Name of Document Signer

identification, which was US Passport to be the person whose name is signed on the  
Form of Identification

preceding or attached document in my presence.



Jessica Robinson  
Notary Signature

(seal)



VICINITY MAP  
N.T.S.

# ANNEXATION MAP TO THE TOWN OF LYONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF  
SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, COLORADO  
AREA = 10,639 SQ. FT. OR 0.24 ACRES, MORE OR LESS  
SHEET 1 OF 1

**BOUNDARY CLOSURE REPORT:**  
 COURSE: N81°02'31"W LENGTH: 90.95'  
 COURSE: N09°54'42"E LENGTH: 87.98'  
 COURSE: S21°02'40"W LENGTH: 127.38'  
 COURSE: S27°39'44"W LENGTH: 27.06'  
 COURSE: S21°02'40"W LENGTH: 40.07'  
 COURSE: S3°08'10"W LENGTH: 107.87'

AREA: 10,639 SQ. FT.  
 ERROR CLOSURE: 0.0001  
 COURSE: S08°02'40"W  
 ERROR NORTH: -0.00007  
 ERROR EAST: -0.00001  
 PRECISION 1:4813216.0000

**LEGEND**

	ANNEXATION BOUNDARY
	EXISTING CITY LIMITS
	ADJOINER LINE
	EASEMENT LINE
	RIGHT OF WAY LINE
	SECTION LINE
	FOUND MONUMENT AS DESCRIBED
(M)	AS MEASURED
(S)	AS PER LAND SURVEY PLAT AT LS-09-0122, SEPT. 16, 2009
(S1)	AS PER LAND SURVEY PLAT AT LS-09-0123, SEPT. 16, 2009
(S2)	AS PER LAND SURVEY PLAT AT LS-09-0121, SEPT. 16, 2009
(A)	AS PER ANNEXATION MAP FLATIRONS, INC. AT JOB NO. 22-77,758, FEB. 8, 2024

**PROPERTY DESCRIPTION:**  
(DESCRIBED BY TOPOGRAPHIC, INC. AT THE REQUEST OF THE CLIENT)

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A PORTION OF THE WESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2944811, DATED JULY 22, 2008 IN THE RECORDS OF BOULDER COUNTY CLERK IN THE RECORDER TO BEAR NORTH 09°54'42" EAST, A DISTANCE OF 102.44 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING THAT THE NORTHWEST CORNER OF SAID PARCEL OF LAND:  
 THENCE SOUTH 09°54'42" WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 32.45 FEET TO THE SOUTHERLY LINE OF THE 48 FOOT RIGHT-OF-WAY FOR THE ROUGH AND READY DITCH, SAID POINT ALSO BEING THE POINT OF BEGINNING;  
 THENCE NORTH 57°36'17" EAST, ALONG SAID SOUTHERLY LINE OF THE ROUGH AND READY DITCH, A DISTANCE OF 127.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE;  
 THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE THE FOLLOWING THREE (3) COURSES:

- SOUTH 27°39'44" WEST, A DISTANCE OF 27.06 FEET;
  - THENCE SOUTH 21°02'40" WEST, A DISTANCE OF 40.07 FEET;
  - THENCE SOUTH 03°08'10" WEST, A DISTANCE OF 107.87 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 36 AND COLORADO STATE HIGHWAY 66 AND COLORADO STATE HIGHWAY 7;
- THENCE NORTH 81°02'31" WEST, ALONG SAID NORTHERLY RIGHT OF WAY OF US HIGHWAY 36, A DISTANCE OF 90.95 FEET TO A POINT ON SAID WESTERLY LINE OF SAID PARCEL OF LAND;  
 THENCE NORTH 09°54'42" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 87.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 10,639 SQUARE FEET OR 0.24 ACRES OF LAND, MORE OR LESS.

**MAYOR'S CERTIFICATE:**

THIS IS TO CERTIFY THAT A PETITION FOR THE ANNEXATION OF THE HEREOIN DESCRIBED PROPERTY AND MAP ACCOMPANYING THE SAME WERE APPROVED BY ORDINANCE NO. \_\_\_\_\_ OF THE TOWN OF LYONS, PASSED AND ADOPTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AND THE MAYOR OF THE TOWN OF LYONS ON BEHALF OF THE TOWN HEREBY ACKNOWLEDGES AND ADOPTS THE SAID MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR THE PURPOSES INDICATED THEREON.

MAYOR PRO TEM, TOWN OF LYONS, COLORADO \_\_\_\_\_

ATTEST:

TOWN CLERK, TOWN OF LYONS, COLORADO \_\_\_\_\_

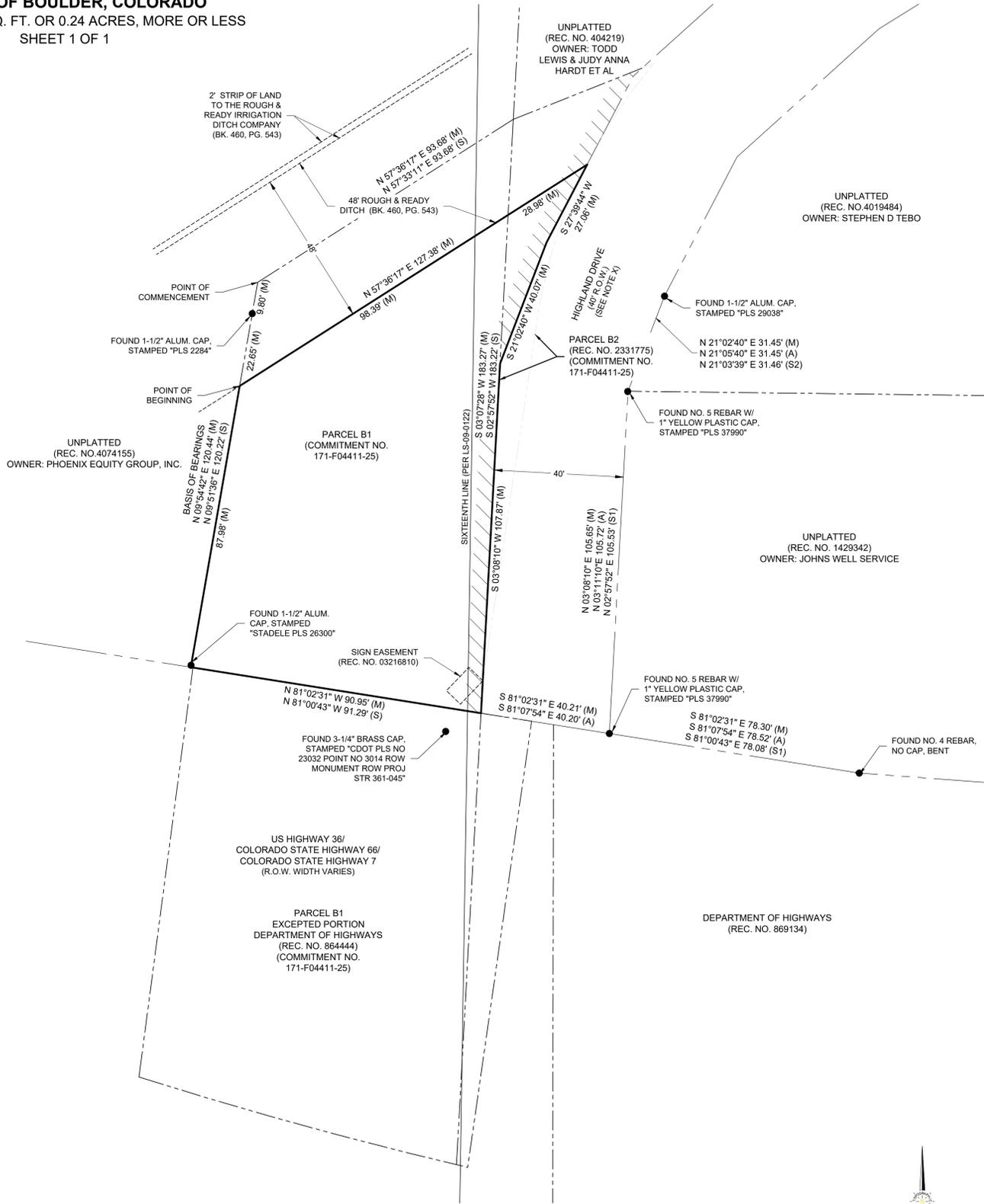
**SURVEYOR'S NOTES:**

- FIRST NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 171-F04411-25, DATED APRIL 17, 2025 AT 8:00 A.M. WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS MAP.
- 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.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THE PURPOSE OF THIS MAP IS TO GRAPHICALLY PORTRAY THE RELATIONSHIP OF THE LAND PROPOSED FOR ANNEXATION TO THE CURRENT TOWN OF LYONS LIMITS.
- ALL DIRECTIONS, DISTANCES, COORDINATES, AND DIMENSIONS ARE BASED ON MODIFIED (GROUND) COORDINATES FROM THE COLORADO COORDINATE SYSTEM FROM COLORADO STATE PLANE 1983 (2011) NORTH ZONE (C.R.S. 38-52-102). CSF=1.0002924076, 1/CSF=0.9997076778. ORIGIN N: 1320405.835, E: 3070009.018
- THE TOTAL AREA OF ANNEXATION IS 10,639 SQ. FT. OR 0.24 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.
- BASES OF BEARINGS IS THE WESTERLY LINE OF THE SUBJECT PROPERTY WITH A GROUND BEARING OF NORTH 09°54'42" EAST, A DISTANCE OF 120.44', AS SHOWN HEREON.
- THE LINEAR UNIT USED IS U.S. SURVEY FEET.
- THIS ANNEXATION MAP IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
- OWNERSHIP INFORMATION IS PER BOULDER COUNTY ASSESSORS WEBSITE AS RESEARCHED ON JUNE 10, 2025 AND IS SUBJECT TO CHANGE.
- LAND SURVEY PLAT PREPARED BY HURST & ASSOCIATES, INC. AT LS-09-0122, DATED SEPTEMBER 16, 2009, LAND SURVEY PLAT PREPARED BY HURST & ASSOCIATES, INC. AT LS-09-0123, DATED SEPTEMBER 16, 2009, LAND SURVEY PLAT PREPARED BY HURST & ASSOCIATES, INC. AT LS-09-0121, DATED SEPTEMBER 16, 2009, AND ANNEXATION MAP PREPARED BY FLATIRONS, INC. AT JOB NO. 22-77,758, DATED FEBRUARY 8, 2024 (NOT YET RECORDED) WERE CONSIDERED IN THE PREPARATIONS OF THIS SURVEY.
- THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS MAP IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**SURVEYORS CERTIFICATE:**

I, KYLE R. WALKER, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF TOPOGRAPHIC, INC., THAT THIS ANNEXATION MAP OF THE ABOVE DESCRIBED LAND WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE ON JUNE 13, 2024 AND THAT AT LEAST 1/8TH OF THE TOTAL PERIMETER OF THAT LAND TO BE ANNEXED IS CONTIGUOUS TO THE EXISTING TOWN OF LYONS LIMITS.

KYLE R. WALKER, PLS 38864  
FOR AND ON BEHALF OF TOPOGRAPHIC CO.



**PROPERTY DESCRIPTION:**  
(PROVIDED BY FIRST NATIONAL TITLE INSURANCE COMPANY AT COMMITMENT NO. 171-F04411-25)

A PARCEL OF LAND, SITUATED IN SECTION 5, TOWNSHIP 5 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL B1:

THAT PART OF THE SW 1/4 NE 1/4 OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT AT THE INTERSECTION OF CENTERLINE OF LONGMONT-LYONS HIGHWAY NO. 66 AND THE BOULDER-LYONS HIGHWAY 7;  
 THENCE RUNNING NORTH 02°10' EAST 331 FEET TO THE SOUTHERLY BANK OF THE ROUGH AND READY DITCH;  
 THENCE SOUTH 49°52' WEST ALONG THE SOUTHERLY BANK OF SAID DITCH A DISTANCE OF 100.3 FEET;  
 THENCE SOUTH 08°27' WEST 243.4 FEET TO THE CENTERLINE OF SAID LONGMONT-LYONS HIGHWAY NO. 66;  
 THENCE SOUTH 72°57' EAST ALONG THE CENTERLINE OF SAID HIGHWAY 66 A DISTANCE OF 108.2 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION WHICH IS INCLUDED IN A STRIP OF LAND 48 FEET IN WIDTH RUNNING FROM THE LYONS-LONGMONT COUNTY ROAD TO THE EAST LINE OF THE SW 1/4 NE 1/4 OF SECTION 20, THE NORTH LINE OF WHICH STRIP OF LAND IS THE NORTH LINE OF THE ROUGH AND READY DITCH, AS CONVEYED TO THE ROUGH AND READY IRRIGATING DITCH CO., BY DEED RECORDED DECEMBER 16, 1920, IN BOOK 450 PAGE 543; AND

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN INSTRUMENT RECORDED NOVEMBER 24, 1967 AS RECEPTION NO. 864444, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST PROPERTY LINE FROM WHICH THE SOUTHEAST CORNER OF THE NE 1/4 OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST, BEARS SOUTH 64°27'30" EAST, A DISTANCE OF 1588.3 FEET;

THENCE SOUTH 80°53'30" EAST, A DISTANCE OF 106.1 FEET TO THE EAST PROPERTY LINE;  
 THENCE ALONG THE EAST PROPERTY LINE, SOUTH 08°20'30" WEST, A DISTANCE OF 138.9 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE C.B. & Q.R.R. (MAY 1967);

THENCE 50.0 FEET NORTHERLY FROM AND PARALLEL WITH THE CENTERLINE OF THE C.B. & Q.R.R. (MAY 1967), ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE C.B. & Q.R.R. (MAY 1967), ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1382.7 FEET, A DISTANCE OF 105.6 FEET (THE CHORD OF THIS BEARS NORTH 74°32'30" EAST, A DISTANCE OF 105.5);  
 THENCE ALONG THE WEST PROPERTY LINE, NORTH 07°41'30" EAST, A DISTANCE OF 127.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO

PARCEL B2:

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., SAID PARCEL BEING BOUNDED AS FOLLOWS:

BY THE EAST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED AUGUST 31, 1971 ON FILM 743 AS RECEPTION NO. 988285 IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER,

BY THE MOST SOUTHERLY LINE EXTENDED EASTERLY (A LINE PARALLEL WITH AND 48 FEET DISTANT FROM THE NORTH LINE OF THE ROUGH AND READY DITCH) OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED DECEMBER 13, 1920 IN BOOK 460 AT PAGE 543 IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER,

BY THE WEST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED APRIL 19, 1994 ON FILM 1965 AS RECEPTION NO. 1417848 IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER,

BY THE WEST LINE OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED MAY 20, 1994 ON FILM 1977 AS RECEPTION NO. 1429342 IN THE OFFICE OF BOULDER COUNTY CLERK AND RECORDER,

BY THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED JANUARY 1, 1968 AS RECEPTION NO. 869134 IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER,

EXCEPTING THEREFROM A FORTY (40) FOOT WIDE RIGHT OF WAY FOR HIGHLAND DRIVE (ALSO KNOWN AS BOULDER COUNTY ROAD NO. 49 AND FORMERLY KNOWN AS OLD ESTES PARK HIGHWAY),

SAID PARCEL OF LAND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED AUGUST 31, 1971 ON FILM 743 AS RECEPTION NO. 988285;

THENCE NORTH 02°50'07" EAST ALONG THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED AUGUST 31, 1971 ON FILM 743 AS RECEPTION NO. 988285, A DISTANCE OF 174 FEET, MORE OR LESS, TO THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED DECEMBER 13, 1920 IN BOOK 460 AT PAGE 543;

THENCE NORTH 68°12'37" EAST ALONG THE MOST SOUTHERLY LINE EXTENDED EASTERLY (A LINE PARALLEL WITH AND 48 FEET DISTANT FROM THE NORTH LINE OF THE ROUGH AND READY DITCH) OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED DECEMBER 13, 1920 IN BOOK 460 AT PAGE 543, A DISTANCE OF 47 FEET, MORE OR LESS, TO THE WEST RIGHT OF LINE OF HIGHLAND DRIVE (ALSO KNOWN AS BOULDER COUNTY ROAD NO. 49, AND FORMERLY KNOWN AS OLD ESTES PARK HIGHWAY);

THENCE ALONG THE WEST RIGHT OF WAY LINE OF HIGHLAND DRIVE, ALONG A CURVE TO THE LEFT 87 FEET, MORE OR LESS, SAID CURVE HAVING A RADIUS OF 154 FEET, MORE OR LESS;

THENCE SOUTH 08°23'28" WEST ALONG THE WEST RIGHT OF WAY LINE OF HIGHLAND DRIVE, A DISTANCE OF 115 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO.

**CLERK AND RECORDER'S CERTIFICATE:**

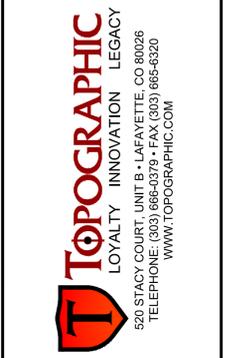
STATE OF COLORADO )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AND WAS RECORDED AT RECEPTION NO. \_\_\_\_\_

SIGNATURE  
BOULDER COUNTY CLERK AND RECORDER

**ANNEXATION TABLE:**

TOTAL BOUNDARY:	481 L.F.
1/6 OF TOTAL BOUNDARY:	80.17 L.F.
CONTIGUOUS BOUNDARY:	175.01 L.F.



ANNEXATION MAP

NO.	REVISION DESCRIPTION	DATE

FILE: 4497\_UTE\_HWY\_ANNEXATION  
DRAFT: EVB  
CHECK: BV, XX  
DATE: 6/13/2025

COVER & ANNEXATION MAP



## **Consistency with Lyons 2023 Thrive Comprehensive Plan**

The proposed annexation of 4497 Ute Highway, to be occupied by Western Stars Art Gallery, is strongly aligned with the vision, goals, and strategies outlined in the Town of Lyons' 2023 Lyons Thrive Comprehensive Plan. This initiative supports Lyons' commitment to fostering a vibrant, creative, and economically resilient community, and directly contributes to the following areas of focus in the plan:

### **1. Arts, Culture, and Community Identity**

Western Stars Art Gallery, a well-established local arts institution, aligns directly with Lyons' goal to "celebrate and promote the arts and creative expression as key components of Lyons' identity." As noted in the Comprehensive Plan, Lyons seeks to expand its role as a creative hub. By annexing this property and bringing Western Stars into town boundaries, Lyons reinforces its commitment to supporting local artists, enhancing cultural assets, and encouraging arts-based community engagement.

### **2. Economic Development and Tourism**

The reestablishment of Western Stars Art Gallery in Lyons contributes to the town's economic development strategy by promoting small business growth and tourism. As a longstanding local business with strong community roots, Western Stars attracts both residents and visitors, helping to strengthen Lyons' local economy and support a diverse business environment. This is consistent with the plan's strategy to "support locally-owned businesses and creative enterprises" and to "enhance the town's tourism economy through arts and cultural offerings."

### **3. Land Use and Growth Management**

Annexing this adjacent property provides an opportunity for intentional and sustainable growth consistent with the town's land use vision. The proposed Commercial Eastern Corridor (CEC) zoning is compatible with the town's desire to concentrate commercial activity in designated corridors and maintain Lyons' small-town character while encouraging economic vitality.

### **4. Community Services and Infrastructure**

Bringing the property into town limits allows for better coordination of municipal services and ensures that the site is developed or maintained in accordance with Lyons' standards for infrastructure, design, and community integration. This aligns with the plan's goal to "provide high-quality infrastructure and services that support current and future needs."

### **5. Gateway and Visual Character**

The property at 4497 Ute Highway is located along a key entry corridor into Lyons. Occupation by Western Stars Art Gallery supports the town's strategy to "enhance entryways and corridors

to reflect the town’s character and appeal,” offering an aesthetically engaging and welcoming presence for those arriving from the east.

**Conclusion**

The annexation and future use of 4497 Ute Highway by Western Stars Art Gallery is a clear example of thoughtful growth that honors Lyons’ values and strategic priorities. It supports local culture, enhances economic resilience, and strengthens the town’s identity as a creative and inclusive community—hallmarks of the Lyons Thrive Comprehensive Plan.

Town of Lyons, Colorado  
Board of Trustees  
BOT Agenda Cover Sheet  
Agenda Item No: VII.3.  
Meeting Date: January 20, 2026

TO: Mayor Rogin and Members of the Board of Trustees

FROM: Lisa Ritchie, AICP, Planning and Building Director

DATE: January 14, 2026

ITEM: 2<sup>nd</sup> Reading and Public Hearing – Ordinance 1203 – An Ordinance of the Town of Lyons, Colorado, approving the rezoning of property located at 4651 and 4652 Ute Highway from Agricultural and Commercial East Corridor to Planned Unit Development – REQUEST TO CONTINUE TO FEBRUARY 2, 2026

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** Staff are requesting consideration of an Ordinance approving the rezoning of property to Planned Unit Development (PUD) for the properties located at 4651 and 4652 Ute Highway. The PUD would serve as the underlying zoning for the properties and would be the basis for future development. – ***The applicant requests a continuance to February 2, 2026.***

*Following the 1<sup>st</sup> Reading, the attachments now include the documents related to the Streambank Restoration. During the meeting on January 20, the staff and the Town Attorney will verbally address additional questions raised during 1<sup>st</sup> reading. If the Board desires additional information, the Town Attorney will provide a memorandum for the February 2 meeting.*

*Aerial image of the properties at 4651 and 4652 Ute Highway*



**II. PROJECT HISTORY:** The properties formerly contained structures supporting Longmont's water treatment systems, along with former BNSF property that fronts Ute Highway on the southern portion of the overall site. Following abandonment and decommissioning by BNSF and Longmont, the Town of Lyons acquired the properties. Over the years 2019-2021, the applicant, Lyons Ute Highway, LLC, represented by Paul Tamburello, entered into an agreement and subsequent amendments with the Town to acquire the three properties. The properties have undergone remediation and some degree of restoration, including removal of previous structures on the northern lot, and floodplain restoration on the southern lot.

**III. PLANNED UNIT DEVELOPMENT DESCRIPTION:** The applicant, Lyons Ute Highway LLC, represented by Paul Tamburello and Rene Doubleday, requests approval of a Planned Unit Development for the three lots. The PUD would serve as the zoning for the properties and set the uses and development standards for all future development. The following describes the primary components of the PUD:

*Proposed Uses:*

The application relies on the existing [Commercial East Corridor \(CEC\) zone district](#), with some revisions, to establish permitted uses and uses approved by Special Review. The CEC zone district was established to regulate development along Highway 66 on the eastern side of Lyons. The uses in the zone district were last evaluated comprehensively by the Town in 2013 when the Special Review process and uses were developed.

The PUD proposes the following uses and associated approvals (see attached spreadsheet for complete list):

- Allow by-right all uses that are by-right in the CEC zone district
- Allow the following uses by Special Review in the PUD that also require a Special Review in the CEC zone district
  - Gasoline Station

- Kennel
  - Telecommunications Facility
  - Restaurant and/or bar with a drive-up window for food or beverage service, or that otherwise serves food or beverages to customers parked in motor vehicles, or a restaurant or bar with more than 4,000 sf
  - Light Industrial required to hold operating permits for air emissions with CDPHE
  - Solar Garden
- Allow the following uses as by-right in the PUD where the CEC zone district requires Special Review:
    - Automobile, boat, and motorcycle rental and sales (outdoor sales area limited to 5,000 sf without Special Review)
    - Hotel or Motel, large
    - Campground, south side only
    - Dog day care facility, north side only
    - EV Charging Station
    - Event Center, large
    - Light industrial use (note that light industrial uses that are not required to hold air emissions permits with CDPHE are allowed by right in CEC)
    - Mini-storage facility, north side only
    - Retail establishment, large
    - Automotive and motorcycle repair (minor only as use-by-right)
    - Mixed-use building (a building with at least 50% of the total gross floor area of the building consisting of residential uses, all of which are located on the upper floors.
  - Proposed new by-right uses in the PUD
    - Arts and cultural facilities and services
    - Assisted living facility
    - Business use
    - Car Wash, north side only
    - Caretaker residence
    - Church
    - Community garden
    - Health and wellness
    - Natural medicine
    - Nonprofit organization facilities and services
    - RV storage, north side only
    - Small manufacturing facility with fewer than 10 employees

The applicant requests the removal of the Special Review requirement for the uses listed above, noting that when the CEC zone district was originally established, the Town did not have the criteria for approval of Major Development Plans, nor had the Town's Commercial Design Standards been adopted.

The Special Review process includes the following criteria for approval in Section 16-7-35:

1. *The use shall satisfy all applicable provisions of this Chapter, design standards and subdivision regulations.*
2. *The use shall conform with or further the goals, policies and strategies set forth in the*

*Comprehensive Plan.*

3. *The use shall be compatible with existing surrounding uses and enhance the community's character and conform with the Sustainable Design and Development Principles of the Comprehensive Plan. Compatibility should be evaluated by considering the magnitude, scale and diversity of product types in any given proposal so that no single project or combination of projects detracts from the character of the community.*
4. *The use shall result in efficient on-site and off-site traffic circulation which will not have a significant adverse impact on the adjacent uses or result in hazardous conditions for pedestrians or vehicles in or adjacent to the site.*
5. *Potential adverse impacts of the use on the neighborhood and the environment shall be adequately mitigated through setbacks, architecture, screen walls, landscaping, site arrangement or other methods.*
6. *The use avoids placing unreasonable financial burdens on the Town, such as police services and public facilities.*
7. *The proposed development shall conform with all applicable local, state and federal regulations.*
8. *The use shall not create more noise, dust, odors, vibrations, lights, traffic or parking than is customary for the zone district in which the USR is proposed, or such increased impacts can be adequately mitigated.*

The Town’s criteria for approval of Development Plans are found in [Section 16-17-30](#) and include provisions for compatibility, adequate provision of services, compliance with the Comprehensive Plan, and many others similar in nature to the Special Review criteria listed above.

Additionally, the Town’s Commercial Design Standards criteria for approval are found in [Chapter 16, Article 6](#), and include provisions for compatibility with the surroundings and mitigation of impacts from the development.

Additional analysis on this portion of the application is provided below.

*Design and Development Standards*

The PUD requires that all development shall comply with the Commercial Design Guidelines in the Lyons Municipal Code. Additionally, the PUD allows the following amendments to the CEC development standards:

<b>Development Standards</b>	<b>CEC Zone District</b>	<b>PUD application</b>
<b>Setbacks</b>		
Front	25'	0'
Rear	25'	0'
Side, if abutting A, E, R-1, R-2, R-2A, or R-3	3x height of proposed building	0'
Side, all other conditions	5'	0'
<b>Height</b>		
General	40'	40'
Hospitality	40'	54'
Existing Structures	Existing height	47'
<b>Number of Stories</b>		
General	Not included	3
Hospitality and Existing Structures	Not included	4

The PUD proposes the following parking regulations that vary from the Lyons Municipal Code:

Off-Street Parking Ratios:

- Adaptive Reuse of Existing Structures: 0.5 spaces per 1000 sf, maximum of 50
- Camping, Hospitality/Multi-unit housing: 1 space per unit
- Rooftop Decks and Outdoor Gathering Spaces: Exempt from Parking

The PUD includes a note that indicates some uses may require a parking management plan, which will be evaluated at the time of any Major Development Plan.

The remainder of the PUD plan set includes the plan for both the northern and southern properties. At this time, no specific development is proposed, and any future improvements will require Major Development Plans to review architecture, site lighting, landscaping, parking, etc. The PUD allows, but does not require, rehabilitation and use of existing structures on the property.

Access to the site requires compliance with the Highway 66 Access Control Plan, or as otherwise approved by the Town and CDOT. The PUD also notes that access to the Town's Public Works facility directly north of the property shall be maintained, although it may be modified from its current condition with approval by the Town. Finally, the PUD includes a note that indicates future development will not impede access to the planned St Vrain Greenway Trail.

The southern portion of the site is largely impacted by the regulatory floodplain. The PUD includes the current mapped areas, and any future development will be required to comply with applicable floodplain requirements in effect at the time of development.

It is important to understand that any future development on the properties will require approvals of one or more Major Development Plans through public hearings before PCDC and the Board, which will allow the Town to review architecture, site design, compatibility, landscaping, circulation, lighting, etc.

**IV. STAFF ANALYSIS:** The application is subject to Section 16-4-90. General Review Criteria for Planned Unit Developments. This section includes staff analysis of the applicable standards and guidelines:

1. The PUD Plan is generally consistent with the Lyons Comprehensive Plan. The decision-making body shall weigh competing Comprehensive Plan goals, policies, and strategies and may approve a PUD Plan that provides a public benefit even if it is contrary to some of the goals, policies, or strategies in the Comprehensive Plan.
- The [Lyons Thrive 2023 Comprehensive Plan](#) includes the following applicable goals:  
**Goal TSM-1:** Build Lyons' reputation as a destination for outdoor recreation, arts and culture, and heritage tourism.  
**Goal NE-1:** Promote the responsible stewardship of natural systems, processes, and resources in Lyons and the surrounding regions.

**Goal NE-2:** Emphasize the conservation of Lyons' natural resources in public and private investments and decision-making.

**Goal LU-2:** Provide opportunities for a balanced, and fiscally and environmentally sustainable mix of land uses.

**Goal LU-3:** Promote a built environment that reinforces Lyons' identity and small-town feel

**Policy LU-3.3:** Support the use of creative strategies to revitalize vacant, blighted, or otherwise underutilized structures and buildings, including: adaptive reuse of existing buildings, infill of existing surface parking lots, integration of live-work space, and/or public/private partnerships.

Further, the [2016 Lyons Primary Planning Area Master Plan](#) includes the following vision for the area:

*The vision for the Eastern Corridor Subarea is . . . a commercial and employment-anchored gateway with uses including retail, restaurant, and lodging operations serving daytime and nighttime populations as well as visitors to, and travelers through, the community. Established residential neighborhoods beyond the US 36 and SH 66 corridor will host a range of housing product types addressing the lifestyle needs of households at different price points. Natural amenities will be enhanced and protected and the quality and character of physical improvements informed by established and amended standards for development.*

Generally, the area within this PUD is identified as a Gateway Business District, with the intent for commercial and office uses, lodging and/or an RV resort, small lot residential, and mixed industrial and office, including artisan live-work.

*The Eastern Corridor is one of only a few locations in either the Town or the LPPA with the potential to support revenue-generating commercial operations, including retail outlets, restaurants, and lodging facilities. It is recommended that properties with highway frontage or adjacency be retained for these types of uses. Due to the numerous constraints identified in this plan, the Eastern Corridor is also one of the few locations that can accommodate the Town's needs for governmental uses (e.g. public works building) and affordable housing. Wherever possible, these types of uses should either be integrated into a single building with other uses or located outside of prime commercial space/highway frontage. Furthermore, there are opportunities in the Eastern Corridor for light-industrial, service-oriented businesses and other uses that would be better located near the east end of the Highland Drive loop, away from the prime commercial area at the intersection of US 36 and SH 66.*

- *The approval of the PUD either supports or does not directly conflict with the Comprehensive Plan. Because the PUD does not propose specific development at this time, much of the impact to the natural environment will be understood at a future date, which requires approval of Development Plans and conformance with the Town's design standards. The PUD accommodates a mix of commercial, recreational, hospitality, and light industrial uses, all of which are referenced in the applicable guiding documents.*
2. The PUD Plan complies with all applicable district-specific standards and PUD development/design standards.

- *The PUD plan does not propose specific development at this time. The PUD proposes changes to certain development standards; however, compliance with the Commercial Development Design Standards is required. Future development will require approval of a Major Development Plan, which provides the opportunity to evaluate improvements.*
3. The PUD Plan shall comply with all standards, requirements, and specifications for provision of the following services: water; sewer; electricity; gas; public transit; trash collection and recycling; storm drainage; floodplain; telecommunications; streets/pedestrian system; fire protection; and cable television.
    - *The PUD plan does not propose specific development at this time. The PUD proposes changes to certain development standards; however, compliance with the Commercial Development Design Standards is required. Future development will require approval of a Major Development Plan, which provides the opportunity to evaluate improvements.*
  4. The PUD Plan shall be integrated and connected, whenever possible, with adjacent development through street connections, sidewalks, trails, and similar features.
    - *The PUD plan does not propose specific development at this time. The PUD requires compliance with the approved CDOT Access Plan and will not interfere with the future St Vrain Greenway Trail system. The PUD requires ongoing access to the Town's Public Works site north of their property.*
  5. The PUD Plan shall be sensitive to existing adjacent development. It shall not limit the ability to integrate surrounding land into the Town or cause variances or exceptions to be necessary if the adjacent land is annexed or developed.
    - *The PUD will not negatively impact future development. The southern property is the only property currently within Town limits east of US 36 along the eastern corridor. The northern property is adjacent to the recently annexed Tebo property, which is expected to be redeveloped in the coming years. The removal of the requirement for Special Review Uses is acceptable, given that the Town now has multiple regulatory tools in place to ensure impacts on surrounding land uses can be managed*
  6. The PUD Plan shall avoid or substantially mitigate impacts from development in known areas of natural or geologic hazard, including unstable slopes, flood, high groundwater, or soil conditions unfavorable to development.
    - *The PUD plan does not propose specific development at this time. As noted above, the southern property is significantly encumbered by the regulatory floodplain, which will limit future development in certain areas. Compliance with all applicable design standards and guidelines is required for all future development, with approval through public hearings.*
  7. The PUD Plan minimizes environmental impacts, mitigates impacts to wildlife and wildlife habitat and promotes green building standards.
    - *The PUD plan does not propose specific development at this time. As noted above, the southern property is significantly encumbered by the regulatory floodplain, which will limit future development in certain areas. Compliance with all applicable design*

*standards and guidelines is required for all future development, with approval through public hearings.*

8. The PUD Plan avoids placing unreasonable financial burdens on the Town.
  - *The PUD is not anticipated to place unreasonable burdens on the Town. All improvements, both public and private, will be the developer's responsibility. The applicant has included a narrative of their anticipated fiscal impact, with more information to be provided with each Development Plan.*
9. The PUD Plan shall be consistent with and implement the intent of the specific PUD District.
  - *“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.”*
    - *The PUD establishes basis development standards for future development and requires review and approval of Development Plans for conformance with the Town’s design standards and guidelines. The PUD will not conflict with the intent of this district.*
  - *Staff finds additional guidance through the intent of the Eastern Corridor Design Guidelines Overlay, which states:*
  - *“The intent of the Eastern Corridor (“EC”) design guidelines overlay is to provide an entrance into the Town that identifies Lyons as an attractive place to live and do business. The EC should convey that business investment is welcome and encouraged. Development that celebrates the natural beauty, outdoor adventure opportunities, and the Lyons music and arts culture is strongly encouraged. The Town welcomes collaboration and innovation from developers to achieve quality design in this gateway area. Developers may apply for a PUD status with flexible land use, parking, setback, and mixed-use standards.”*
10. Any applicable standards, requirements and specifications may be modified if the decision-making body finds that the proposed PUD Plan incorporates creative site design such that it represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards, including but not limited to improvements in open space provision and access; environmental protection; tree and vegetation preservation; efficient provision of streets, roads and other utilities and services; or increased choice of living and housing environments.
  - *The PUD proposes modifications that will be reviewed and approved by the Planning and Community Development Commission and the Board of Trustees during public hearings and will evaluate the proposal against all applicable criteria and local policy.*
11. Except where modifications are allowed under Section 16-4-50 above, the PUD Plan complies with all applicable standards stated in this Chapter.
  - *The PUD meets the applicable standards in this chapter, with noted modifications on the PUD plan.*

12. The proposed phasing, if any, for development of the PUD Plan is rational in terms of available infrastructure capacity and adequate public facility standards.

- *The PUD may be developed in one or more phases, all of which will require approval of Development Plans.*

13. Height and setback standards shall be established using the following criteria:

- The proposed structure would have minimal effect upon adjacent properties with respect to compatibility of use and design, solar access, visual access and rights of privacy, light, and air;
  - *No specific structures are proposed at this time. The PUD will allow development on the property and will be reviewed as part of future development plans.*
- The height and/or setback standards would not interfere with delivery of public services to the site at existing levels of service or at adequate levels required by Town policies and regulations;
  - *The code requires all future improvements to be adequately served, and will be reviewed through future development plans.*
- The project complies with all fire and building code regulations and standards;
  - *All buildings will require review and approval of building permits to verify compliance with building and fire codes*
- The architecture and character of the proposed structure is compatible with existing development on surrounding or adjacent parcels; and
  - *No specific structures are proposed at this time. Future development is required to comply with the Town's development standards and guidelines.*
- In the PUD Overlay District, the development complies with all other applicable zoning and development regulations, including parking, screening, bulk and landscaping.
  - *No specific improvements are proposed at this time. Future development is required to comply with the Town's development standards and guidelines.*

V. **PCDC RECOMMENDATION:** The PCDC held a public hearing over two meetings on November 24, 2025 and December 22, 2025 to consider the application. Discussion centered primarily on the changes to the permitted uses in the PUD and the concept of Temporary Uses, which are no longer included in the application. Between the two meetings, the applicant modified the permitted use tables and removed the provisions for Temporary Uses in response to PCDC discussion. PCDC voted unanimously to approve Resolution 21-2025 recommending approval of the PUD with one condition to remove the use listed as "public or private campground for the temporary parking of trailers, campers and similar" from the PUD. The applicant has satisfied this condition on the application before the Board.

VI. **STAFF RECOMMENDATION:** Staff recommends approval of the PUD and finds it supports the goals of the Comprehensive Plan to foster development and investment in the East Corridor. The modifications requested to the CEC zone district are reasonable and because all

future development requires approval of one or more Major Development Plans, the Town has the ability to work with applicants to ensure impacts are mitigated while fostering development.

**VII. RECOMMENDED ACTION / NEXT STEPS:** Approve the ordinance on first reading and set the public hearing for January 20, 2026 for full consideration by the Board of Trustees.

**VIII. FISCAL IMPACTS:** Approval of the Planned Unit Development is the first step in the redevelopment of the property, eventually resulting in increased property tax revenues and generating sales tax.

**IX. LEGAL ISSUES:** None identified.

**X. CONFLICTS OR ENVIRONMENTAL ISSUES:** None identified.

**XI. SUMMARY AND ALTERNATIVES:**

1. Approve the Ordinance on 1<sup>st</sup> reading
2. Deny the Ordinance.
3. Continue to a date certain.

**XII. RECOMMENDED MOTION:**

“I move to continue Ordinance 1203 to February 2, 2026 – An Ordinance of the Town of Lyons approving a Planned Unit Development for 4651 and 4652 Ute Highway.”

**XIII. ATTACHMENTS**

- Draft Ordinance 1203
- Exhibit reflecting uses proposed in the PUD
- Application Materials
- Draft Planned Unit Development
- Referral Comments
- PCDC Resolution 21-2025
- Streambank Restoration documents

**TOWN OF LYONS, COLORADO  
ORDINANCE 1203**

**AN ORDINANCE OF THE TOWN OF LYONS, COLORADO,  
REZONING OF LOT 1, RAILROAD SUBDIVISION AND LOTS 2 and 3, LYONS EAST  
VILLAGE REPLAT A, ALSO KNOWN AS 4651 and 4652 UTE HIGHWAY, FROM  
AGRICULTURAL AND COMMERCIAL EAST CORRIDOR TO PLANNED UNIT  
DEVELOPMENT**

**WHEREAS**, pursuant to C.R.S. § 31-23-301, the Town of Lyons (the “Town”) possesses the authority to regulate land uses within the Town; and

**WHEREAS**, pursuant to LMC § 16-15-10 *et seq.* the Board of Trustees, the Planning and Community Development Commission (the “PCDC”), Town Staff, or a real property owner may initiate the general rezoning of a property; and

**WHEREAS**, the subject properties are currently within the Agricultural and Commercial East Corridor Zone District; and

**WHEREAS**, the Applicant has proposed that the properties, as is more particularly described below, be rezoned from Agricultural and Commercial East Corridor to Planned Unit Development; and

**WHEREAS**, the proposed zoning designation of parcel is consistent with the Lyon’s Thrive Comprehensive Plan, Future Land Use Plan, and meets the approval criteria of LMC § 16-15-40; and

**WHEREAS**, the PCDC held a public hearing on the proposed PUD on November 24, 2025 and December 22, 2025; and

**WHEREAS**, the PCDC determined that it is in the best interest of the Town to and recommended to the Board of Trustees that the properties be zoned as PUD pursuant to PCDC Resolution 2025-21, attached hereto as **Exhibit A** and incorporated by reference herein; and

**WHEREAS**, the Board of Trustees held a duly noticed public hearing on the proposed zoning of the properties; and

**WHEREAS**, the Board of Trustees has determined it is in the best interest of the Town to approve a request for 4651 and 4652 Ute Highway be rezoned to Planned Unit Development.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO, AS FOLLOWS:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby approves the Application for zoning of the 4651 and 4652 Ute Highway, more particularly described as Lot 1, Railroad Subdivision, and Lots 2 and 3, Lyons East Village Replat A as Planned Unit Development;

Section 3. Specifically, the Town of Lyons Board of Trustees finds that the Application “rezone[s] 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” consistent with LMC § 16-15-40(2).

Section 4. The Town Administrator, Town Planner, and other appropriate Town Staff are authorized and instructed to revise the official zoning map for the Town of Lyons 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 5. Severability. Should any one or more sections or provisions of this Ordinance enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 6. Repeal. Any and all ordinances, resolutions, or codes, or parts thereof, which are in conflict or inconsistent with this ordinance are repealed, to the extent of such conflict or inconsistency exists. The repeal of any such ordinance, resolution, or code or part thereof, shall not revive any other section or part of any ordinance, resolution, or code provision. This repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance or code hereby repealed prior to this ordinance taking effect.

Section 7. Effective Date. This Ordinance shall become effective thirty (30) days after publication following final passage in accordance with Section 2-2-160 of the Lyons Municipal Code.

**INTRODUCED AND PASSED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**INTRODUCED, AMENDED, PASSED, ADOPTED, AND ORDERED PUBLISHED ON SECOND READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.**

**TOWN OF LYONS, COLORADO**

By: \_\_\_\_\_  
Hollie Rogin, Mayor

ATTEST:

\_\_\_\_\_  
Dolores M. Vasquez, CMC Town Clerk



Town of Lyons  
 Community Development Department  
 432 5<sup>th</sup> Ave.  
 Lyons, CO 80540  
 (303)823-6622  
 communitydevelopment@townoflyons.com

## LAND USE APPLICATION FORM

APPLICANT FULL NAME: Lyons Ute Hwy LLC	ADDRESS: [REDACTED]
APPLICANT'S PHONE #:	APPLICANT'S EMAIL: [REDACTED]
PROJECT NAME: Lyons People's House & Maker's Village	PROJECT ADDRESS: 4651 & 4652 Ute Hwy Lyons, CO 80503

TYPE OF APPLICATION (Check One)			
<input type="checkbox"/> Annexation	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Minor Subdivision	
<input type="checkbox"/> Change of Zone	<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Plat Vacation	
<input type="checkbox"/> Conditional Use Review	<input type="checkbox"/> Final Plat	<input type="checkbox"/> Lot Consolidation	
<input type="checkbox"/> Vacation of Right-of-Way/Easement	<input type="checkbox"/> Plat Amendment	<input type="checkbox"/> Survey Correction Plat	
<input type="checkbox"/> Variance (zoning / building / sub.)	<input checked="" type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Site Plan or Development Plan	
<input type="checkbox"/> Special Use Review	<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Other:	

PROJECT INFORMATION:	
Is site within Lyons' Planning Area? Yes	Is site within Lyons' Town Limits? Yes
Existing Use (single family, commercial, etc.): I	Proposed Use: restaurant/camping/event/light industrial
Existing Zoning: CEC, A-1	Proposed Zoning: PUD
Number of Existing Residential Lots: 0	Number of Proposed Residential Lots: 0
Number of Existing Commercial Lots: 3	Number of Proposed Commercial Lots: 1
Number of Existing Industrial Lots: 0	Number of Proposed Industrial Lots: 1
Total Property Acreage: 8.35	Does the property have slopes greater than 5%? Yes
Legal Description of Property – Lot #, Block #, and Subdivision; or Location in Section, Township, and Range Lot 1: Railroad Subdivision, County of Boulder, State of Colorado. Lots 2 and 3: Lyons Village East Replat A, Town of Lyons, County of Boulder, State of Colorado.	

ADDITIONAL CONTACTS (Owner, Consultants):
Full Name: Rene Doubleday
Address: [REDACTED]
Contact Info (email, phone): [REDACTED]
Full Name:
Address:
Contact Info (email phone):



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<b>COMPREHENSIVE PLAN AND PARKS OPEN SPACE TRAILS MAP CONSISTENCY:</b>		
	Yes/No	Describe
Locate your property on the <i>2010 Lyons Planning Area Map</i> . Does your proposed use meet the use designation shown?	Yes	
Is the project or property consistent with the guiding principles, goals, and objectives set forth in the <i>2010 Lyons Comprehensive Plan</i> , or the <i>2014 Lyons Recovery Action Plan</i> or the <i>2016 Lyons Primary Planning Area Action Plan</i> ?	Yes	
Is the project or property consistent with the Sustainable Design and Development Principles in Appendix D of the Comprehensive Plan.	Yes	
Is the project/property in or adjacent to a gateway designation on the <i>Comprehensive Plan's Lyons Gateway Map</i> (p87)?	No	
Does the proposed project or property have or is it adjacent to a designation on the legend of the Parks Recovery Plan's Trails Planning, Park Connectivity and Recreational Opportunities Map (pg. 47)?	No	
Is the proposed project or property in the floodplain? View floodplain map on the Town website under maps.	Yes	
Is the proposed project or property adjacent to a public facility or does it include a public facility?	No	
Does the proposed project or property have unique wildlife habitat or include a wildlife corridor?	Yes	Adjacent to St. Vrain Creek

<b>UTILITY PROVIDER:</b>		
Water: Town of Lyons	Sewer: Town of Lyons	Electric: Town of Lyons
Gas: Xcel	Cable:	Phone:
Fire Protection: Town of Lyons	Other:	

<b>CERTIFICATION:</b>	
I certify that I am the lawful owner of the parcel(s) of land, which this application concerns, and consent to this action.	
Owner: <u>Paul Pille</u>	Date: <u>7/31/25</u>
I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Lyons must be submitted prior to having this application processed.	
Applicant: <u>Paul Pille</u>	Date: <u>7/31/25</u>

<b>FOR STAFF USE ONLY:</b>	
APPLICATION ACCEPTED BY:	DATE ACCEPTED:
FEE RECIEVED:	TRACKING #:



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**AGREEMENT FOR PAYMENT OF LAND USE APPLICATION FEES/DEPOSITS (If Required)**

This Agreement is entered between Lyons Ute Hwy, LLC as APPLICANT and THE TOWN OF LYONS, in consideration of the TOWN'S acceptance of APPLICANT'S application for the land use approval as further described below:

1. APPLICANT hereby represents that he/she/it is the owner of 100% of the real property for which this application is being processed or that 100% of the property owners have also signed this application. APPLICANT has submitted to the TOWN an application for approval of:  
PUD for 4651-4652 Ute Hwy, Longmont, CO 80503

---

2. APPLICANT acknowledges and understands that the Board of Trustees establishes a fee and deposit schedule for land use applications. The Agreement shall govern the payment of fees and deposits for processing applications.
3. The application shall not be accepted for processing unless the property owner(s) of record of the property included in the application sign(s) this Agreement.
4. A fee in the amount required by the Town sufficient to cover the internal and external costs of administration, processing, site visits, publication of notice and similar matters will be paid by the APPLICANT for processing the development application. An application fee of \_\_\_\_\_ and an escrow fee of \$\_\_\_\_\_, as required by resolution shall be paid to the Town prior to processing the application. *see payment for same address Lot Consolidation Plan.*
5. The applicant shall be required to pay all actual costs incurred by the Town for review of the application by consultants, including but not limited to engineering, surveying, legal and planning plus fifteen percent (15%) of such actual costs for the Town's administrative costs plus supplies. The Town may require a deposit from APPLICANT to offset the Town's costs for review prior to consideration of any application submittal pursuant to this Code. Subsequent deposits may be required when the initial deposits are eighty-five percent (85%) depleted. These deposits may exceed the total amount of fees collected using the standard schedule of fees. The Town shall not continue the processing of any application for which the APPLICANT has refused to deposit the funds to cover the Town's cost of review. Any funds deposited in excess of the standard fees remaining after paying the costs specified above shall be refunded to the APPLICANT. In the event of non-payment of fees, the Town shall have the right to file a legal action to collect any balance due to the Town plus its costs and attorney's fees against any or all persons signing this Agreement as APPLICANT. The Town may certify to the County Treasurer any amount due pursuant to this paragraph as a lien on the property for which the application is submitted to be due and payable with the real estate taxes for the Town if the APPLICANT does not pay such amount within (30) days of written request by the Town.

**APPLICANT(S)/OWNER(S)-**  
*(All Owners/Applicants must sign this application)*

By: [Signature]  
 As: Owner  
 Date: 7/31/25  
 Address: [Redacted]

By: \_\_\_\_\_  
 As: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: \_\_\_\_\_



**Town of Lyons**  
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## LAND USE PERMITS

APPLICATION TYPE	APPLICATION FEE (NON-REFUNDABLE)	ESCROW ACCOUNT	ADDITIONAL MATERIAL REQUIRED
Rezoning (except LI)	\$500.00	\$1,000.00	See LMC 16-15-30
Special or Conditional Use Review	\$250.00	\$500.00	See LMC 16-7-35 or 16-7-30
PUD Rezoning	\$500.00	\$1,000.00	See LMC 16-4-50
Variance (Zoning / Building / Subdivision)	\$250.00	\$500.00	See LMC 16-15-30
Board of Appeals	\$250.00	\$500.00	See LMC 16-15-30
Telecommunication Application	\$500.00	\$1,500.00	See LMC 16-11-50
Zoning Verification Letter	\$50.00	---	---
Change of Use	\$200.00	---	Requires Inspection and Occupancy Review
16-7-50(b) Review	\$150.00	---	See LMC 16-7-50(b)
<b>DEVELOPMENT OR SITE PLAN</b>			
Up to 1 Acre	\$500.00	\$2,000.00	See LMC 16-17-30
Up to 3 Acres	\$500.00	\$4,000.00	See LMC 16-17-31
Up to 10 Acres	\$500.00	\$6,000.00	See LMC 16-17-32
Over 10 Acres	\$500.00	\$8,000.00	See LMC 16-17-33
<b>SUBDIVISION</b>			
Survey Correction Plat	\$500.00	\$500.00	Sec. LMC 17-9-40
Lot Consolidation	\$250.00	\$500.00	Sec. LMC 17-7-50
Plat Vacation	\$500.00	\$500.00	Sec. LMC 17-6-40
Plat Amendment	\$500.00	\$500.00	Sec. LMC 17-5-40
Minor Subdivision	\$500.00	\$1,000.00	Sec. LMC 17-3-40
<b>MAJOR SUBDIVISION</b>			
Sketch Plan (Reg and PUD)	\$500.00	\$1,000 + \$10 per dwelling unit	Sec. LMC 17-4-50
Preliminary Plan (Reg and PUD)	\$500.00	\$1,000 + \$10 per dwelling unit	Sec. LMC 17-4-60.
Final Plat (Reg and PUD)	\$500.00	\$1,000 + \$10 per dwelling unit	Sec. LMC 17-4-70.
<b>ANNEXATIONS</b>			
Up to 5 acres	\$500.00	\$3,000.00	Sec LMC 15-1-120
5-20 acres	\$500.00	\$6,000.00	Sec LMC 15-1-120
Over 20 acres	\$500.00	\$8,000.00	Sec LMC 15-1-120

Lyons People's House and Maker's Village

4651 & 4652 Ute Highway Lyons, CO 80503

07-30-2025

PUD Application

3) Written Statement

a) Need for the proposed PUD

- As the first major development coming to the Eastern Corridor, we believe it will take a varied and creative combination of uses to activate the site and give it the best chance for success. The proposed project under consideration includes a mix of light industrial, retail, restaurant, and event venue—just to name a few—and those uses do not currently fit in any existing Town of Lyons zoning category.

b) Present and Future Impacts on the existing adjacent properties, uses, and physical characteristics of the surrounding area.

- The sites have been unused since 2003 with little to no activity or beneficial interest and fell derelict. With approximately seven developable acres in total, the development/renovation will need to be phased and will likely evolve over time. The near term goals are to improve safety and security on the parcels and work on infrastructure improvements. The future development will bring activity to the Eastern Corridor in several ways. The north parcel is ultimately designed to serve small companies in *maker's, artisan, and craftsman* spaces. The south parcel is planned to feature community events, restaurant/retail uses, an extension of the Lyons multimodal path, and the improvement of the creek frontage. Adjacent properties will benefit from the visual improvements to the sites and creek. Safety will be improved by inviting productive commercial activity and eliminating vacant land and buildings. Environmental conditions will be improved with the addition of native vegetation, water quality control, an increased number of trees, and renovated landscaping. Some of these improvements related to the St. Vrain are already underway.

c) Impact on area access and traffic.

- The projects will include improvements to the existing driveways on the sites. The north parcel will ultimately include an interior street, connecting the Tebo, Generator and Grace Design properties. The number of cars traveling on

Hwy 66 is already substantial due to the proximity and travel path to Estes Park and Rocky Mountain National Park. We hope to give those travelers a place to stop and enjoy some of the best of what Lyons has to offer. Ultimately, in future phases of the project, we plan to attract interesting and innovative tenants who will help create a destination for guests throughout the region.

d) Availability of utilities

- 4651 Ute Hwy (North Parcel)

Water, power, gas, fiber, and sewer are all present and accessible for development.

- 4652 Ute Hwy (South Parcel)

Water, power, gas, and fiber are run underground from the north parcel and accessible for development. Sewer access to the north side of Highway 66 is proving difficult and has lengthened the development time horizon considerably, as we continue to explore all feasible options to access service under Highway 66.

The development will apply for use of Lake Macintosh raw water shares, and procure such shares from private sellers.

e) Potential impacts of public facilities and services, including but not limited to fire, police, water, sanitation, roadways, parks, schools, and transit.

- The impact to fire, police, sanitation, parks, school and transit is expected to be minimal. Raw water shares will be purchased to accommodate the project. The Eastern Corridor is geographically separated from existing parks and schools, although some of our desired uses around arts, history, river activation and culture could benefit students. As stated above, vehicle traffic is expected to be minimal at the outset. The South Parcel will house a 10' wide multi-modal path which will eventually connect with the existing path west of Hwy. 36. to improve pedestrian and bicycle connectivity between Town proper and the Eastern Corridor.

f) Fiscal impact analysis

- New costs to the Town of Lyons are not fully known. We are seeking resource assistance (time, political connections, financing, etc.) to help solve getting the sewer connection from the forced main on the north side of Hwy 66 to the South parcel. Additionally, the Town has loaned equipment to establish temporary power on the South parcel for the purpose of installing lighting and a security system to eliminate chronic trespassing and vandalism. In the long term, we see the cost implications to be minimal. Initially all streets and public spaces will be privately

maintained, not requiring repair/maintenance/snow removal, etc. Presumably we would have no impact on the school or library system. Police and fire would respond to calls, but proposed uses are not expected as high-risk for these entities.

We understand, prior to any development under this PUD, if any streets or public spaces will be dedicated to the Town, a replat will be required. Additionally, the municipal code requires approval of a Major Development Plan prior to any vertical development. The Town may require an updated fiscal impact analysis with each subsequent approval in order to determine impacts associated with more specific development plans.

- Future benefits to the Town of Lyons could be significant but are yet unknown. The expectation is to create an increase in sales and property tax revenues as the sites are developed. Additional revenue may include permit fees and potential lodging fees. Further benefits may be derived from infrastructure improvements and utility fees.

10) Surrounding and interested property ownership notification envelopes

TEBO STEPHEN  
PO BOX T  
BOULDER, CO 80306-1996

JONES M COLLEEN REV LIV TR...  
4708 HIGHLAND DR  
LONGMONT, CO 80503-9133

HARDT BRETT & KALAH ET AL  
10954 W 100TH DR  
WESTMINSTER, CO 80021-7821

EATON JONATHAN B & TRACEY...  
4702 HIGHLAND DR  
LONGMONT, CO 80503

DIRKES FRED DAVID & DOROT...  
4413 MORGAN COUNTY RD 36  
BRUSH, CO 80723

JACOB JILL  
4624 HIGHLAND DR  
LONGMONT, CO 80503

GRACE BROS LTD  
4689 UTE HWY  
LONGMONT, CO 80503-9127

BLUE MOUNTAIN STONE INC  
PO BOX 946  
LYONS, CO 80540

VANN DIANA JEWELL L ET AL  
12996 FOOTHILLS HWY  
LONGMONT, CO 80503-9141

BRALY KEVIN  
PO BOX 51  
HYGIENE, CO 80533

COUNTY OF BOULDER C/O BO...  
5201 ST VRAIN RD BLDG 1  
LONGMONT, CO 80503

PDK INVESTMENTS LLC  
PO BOX 51  
HYGIENE, CO 80533

- Envelopes will be delivered to TOL
- 11) Mineral estate owner notice certification
- There were no mineral rights transferred from the seller (Town of Lyons) to Lyons Ute Hwy, LLC and the owner of the mineral rights is unknown to either party. See attached statement. Original available upon request.

**APPENDIX 17-B  
FORM OF CERTIFICATION FOR MINERAL ESTATE NOTICE**

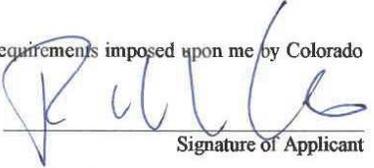
APPLICANT CERTIFICATION REGARDING  
NOTICE TO MINERAL ESTATE OWNER

I, Paul Tamburello, submitted an application for land use approval from the Town of Lyons generally described as:

- A Rezoning Application                       A Subdivision Application  
 Conditional Use Review                       A Site or Development Plan Application  
 An Application for Planned Unit Development (Rezoning and Subdivision)  
 A Variance Application

I understand that state law, found at Colorado Revised Statutes Sections 24-65.5-101 through 24-65.5-104, imposes specific legal requirements involving my providing written notice to the mineral estate owner of my application.

I HEREBY CERTIFY that I have complied with the notice requirements imposed upon me by Colorado Revised Statutes.

  
Signature of Applicant

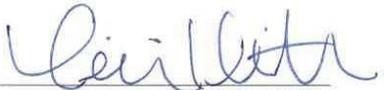
Paul Tamburello  
Print Name

STATE OF Colorado )  
COUNTY OF Denver ) ss.

Acknowledged before me on April 23, 2025, by Paul Tamburello

Witness my hand and official seal.

My commission expires: 6/13/27

  
Notary Public

[SEAL] TRICIA WHITAKER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154017314  
(Prior code 10, My Commission Expires June 13, 2027)

12) Additional items per Town of Lyons if any

13) Additional items per applicant if any

## PROJECT INFORMATION

<b>PROJECT NAME:</b> LYONS PEOPLE'S HOUSE & LYONS MAKER'S VILLAGE  <b>PROJECT ADDRESS:</b> 4651 and 4652 UTE HIGHWAY LYONS, CO 80503  <b>PROJECT LEGAL DESCRIPTION:</b> LOT 1: RAILROAD SUBDIVISION, COUNTY OF BOULDER, STATE OF COLORADO. LOTS 2 AND 3: LYONS VILLAGE EAST REPLAT A, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO.  LOTS 1 AND 3 TO BE COMBINED INTO A SINGLE PARCEL FOLLOWING PUD APPROVAL.  <b>PHASING:</b> PROJECT MAY BE PHASED, BUT IS NOT REQUIRED TO BE PHASED.  <b>UTILITY AND DRAINAGE:</b> UTILITY AND DRAINAGE STUDIES TO BE PROVIDED DURING DEVELOPMENT PLAN REVIEW(S).	<b>OWNER:</b> LYONS UTE HWY LLC 1575 BOULDER STREET UNIT E DENVER, CO 80211 P: 303.884.8158  <b>ARCHITECT:</b> DAVISURBAN 2624 W 32ND AVENUE DENVER, CO 80211 P: 303.322.0509	<b>PARCEL SIZES:</b> LOT 1: 33,362 S.F. (0.77 ACRES) LOT 2: 180,336 S.F. (4.15 ACRES) LOT 3: 148,863 S.F. (3.42 ACRES) TOTAL: 363,161 S.F. (8.34 ACRES)  <b>EXISTING ZONING:</b> A-1, CEC  <b>PROPOSED ZONING:</b> PUD
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## VICINITY MAP



## LYONS SIGNATURE BLOCKS

Board of Trustees Approval: The Board of Trustees of the Town of Lyons, by Ordinance No. \_\_\_\_\_ approved the rezoning of this property to PUD on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Mayor or Mayor Pro Tem \_\_\_\_\_

ATTEST:

Town Clerk \_\_\_\_\_

(Town Seal)

The following signatures constitute all owners and holders of deeds of trust for the land and structures included in this plan

Owner \_\_\_\_\_ Date: \_\_\_\_\_

Company \_\_\_\_\_

## PROPOSED USES

	PERMITTED USES ALLOWED IN CEC BY SPECIAL REVIEW	REQUESTED TO CHANGE TO USE BY RIGHT(UBR)	NEW USES PROPOSED AS USE BY RIGHT(UBR)	NOTES
<b>ALL USES PERMITTED AS USE BY RIGHT UNDER THE EXISTING CEC ZONING TO REMAIN USE BY RIGHT</b>				
<b>USES PERMITTED BY SPECIAL REVIEW UNDER CEC ZONING TO BE CONSIDERED PERMITTED USES</b>				
AUTOMOBILE, BOAT AND MOTORCYCLE RENTAL AND SALES	X	X		OUTDOOR SALES AREA LIMITED TO 5,000 S.F. PER SITE WITHOUT SPECIAL REVIEW
AUTOMOTIVE AND MOTORCYCLE REPAIR (MINOR)	X	X		
CAMPGROUND	X	X		SOUTH SITE ONLY
DOG DAYCARE FACILITY	X	X		NORTH SITE ONLY
ELECTRIC VEHICLE CHARGE STATION	X	X		
EVENT CENTER, LARGE	X	X		
HOTEL OR MOTEL, LARGE	X	X		
MINI-STORAGE FACILITY	X	X		NORTH SITE ONLY
MIXED USE BUILDING (A BUILDING WITH AT LEAST 50% OF THE TOTAL GROSS FLOOR AREA OF THE BUILDING CONSISTING OF RESIDENTIAL USES, ALL OF WHICH RESIDENTIAL USES ARE LOCATED ON THE UPPER FLOORS)	X	X		
RETAIL ESTABLISHMENT, LARGE	X	X		
AUTOMOTIVE AND MOTORCYCLE REPAIR (MAJOR)	X			
GASOLINE STATION	X			
KENNEL	X			
LIGHT INDUSTRIAL REQUIRED TO HOLD OPERATING PERMITS FOR AIR EMISSIONS	X*			**"CONDITONAL REVIEW"
RESTAURANT AND/OR BAR WITH A DRIVE-UP WINDOW FOR FOOD OR BEVERAGE SERVICE, OR THAT OTHERWISE SERVES FOOD OF BEVERAGES TO CUSTOMERS PARKED IN MOTOR VEHICLES, OR A RESTAURANT AND/OR BAR WITH MORE THAN 4,000 SQUARE FEET	X			
SOLAR GARDEN AS PRIMARY USE	X			
TELECOMMUNICATIONS FACILITY	X			
<b>PROPOSED NEW USE</b>				
ARTS AND CULTURAL FACILITIES AND SERVICES			X	
ASSISTED LIVING FACILITY			X	
BUSINESS USE			X	
CAR WASH			X	NORTH SITE ONLY
CARETAKER FACILITY			X	
CHURCH			X	
COMMUNITY GARDEN			X	
HEALTH AND WELLNESS USE			X	
NATURAL MEDICINE			X	
NONPROFIT ORGANIZATION FACILITIES AND SERVICES			X	
RV STORAGE			X	NORTH SITE ONLY
SMALL MANUFACTURING FACILITY WITH FEWER THAN 10 EMPLOYEES			X	

## DENSITY & DIMENSIONAL STANDARDS

ALL DEVELOPMENT UNDER THIS PUD SHALL COMPLY WITH THE PURPOSE AND INTENT OF THE COMMERCIAL DESIGN GUIDELINES: TOWN OF LYONS MUNICIPAL CODE CHAPTER 16 ARTICLE 6.

SETBACKS:	0'
MAX BUILDING HEIGHT - GENERAL:	40'
MAX NUMBER OF STORIES - GENERAL:	3
MAX BUILDING HEIGHT - HOSPITALITY ONLY:	54'
MAX NUMBER OF STORIES - HOSPITALITY ONLY:	4
MAX BUILDING HEIGHT - EXISTING:	47'
MAX NUMBER OF STORIES - EXISTING:	4

## PARKING SUMMARY

### PARKING RATIOS

ADAPTIVE RE-USE OF EXISTING STRUCTURES:	5 PER 1,000 S.F.
CAMPING/HOSPITALITY/MULTI-UNIT HOUSING:	1 PER UNIT
ROOFTOP DECKS AND OUTDOOR GATHERING SPACES:	EXEMPT FROM PARKING

- THE MAXIMUM NUMBER OF REQUIRED PARKING SPACES ON THE SOUTH SITE FOR THE ADAPTIVE REUSE OF EXISTING STRUCTURES SHALL BE 50.

- NEW STRUCTURES AND ADDITIONS THAT SUPPORT THE ADAPTIVE REUSE OF THE EXISTING STRUCTURES ON SITE ARE EXEMPT FROM PARKING REQUIREMENTS IN EXCESS OF THE SITE MAXIMUM PARKING.

- ALL OTHER NEW USES SHALL PROVIDE PARKING PER TOL PARKING STANDARDS OUTLINED IN ART. 8 SEC. 16-8-30 OF THE TOL MUNICIPAL CODE.

- IF ALL MAJOR EXISTING STRUCTURES ON SITE ARE DEMOLISHED, PARKING REQUIREMENTS TO BE DETERMINED AS PART OF A FUTURE MAJOR DEVELOPMENT PLAN.

- SHARED PARKING WILL BE ENCOURAGED DUE TO THE MIX OF FUTURE USES ON SITE.

- LARGE EVENTS MAY REQUIRE OVERFLOW PARKING AND PARKING MANAGEMENT. ADDITIONAL REQUIREMENTS REGARDING OVERFLOW PARKING AND PARKING MANAGEMENT TO BE DETERMINED BY MAJOR DEVELOPMENT PLAN(S).

- GRAVEL AND/OR PERMEABLE PAVING SURFACES TO BE ALLOWED FOR PARKING AREAS WITH THE APPROVAL OF THE TOWN OF LYONS BOARD OF TRUSTEES PER CODE SEC. 16-8-20.

**Lyons People's House & Maker's Village**  
 4651 & 4652 Ute Hwy Lyons, CO 80503

**DAVISURBAN**  
 2624 W 32ND AVE  
 DENVER, CO 80211  
 P: 303.322.0509



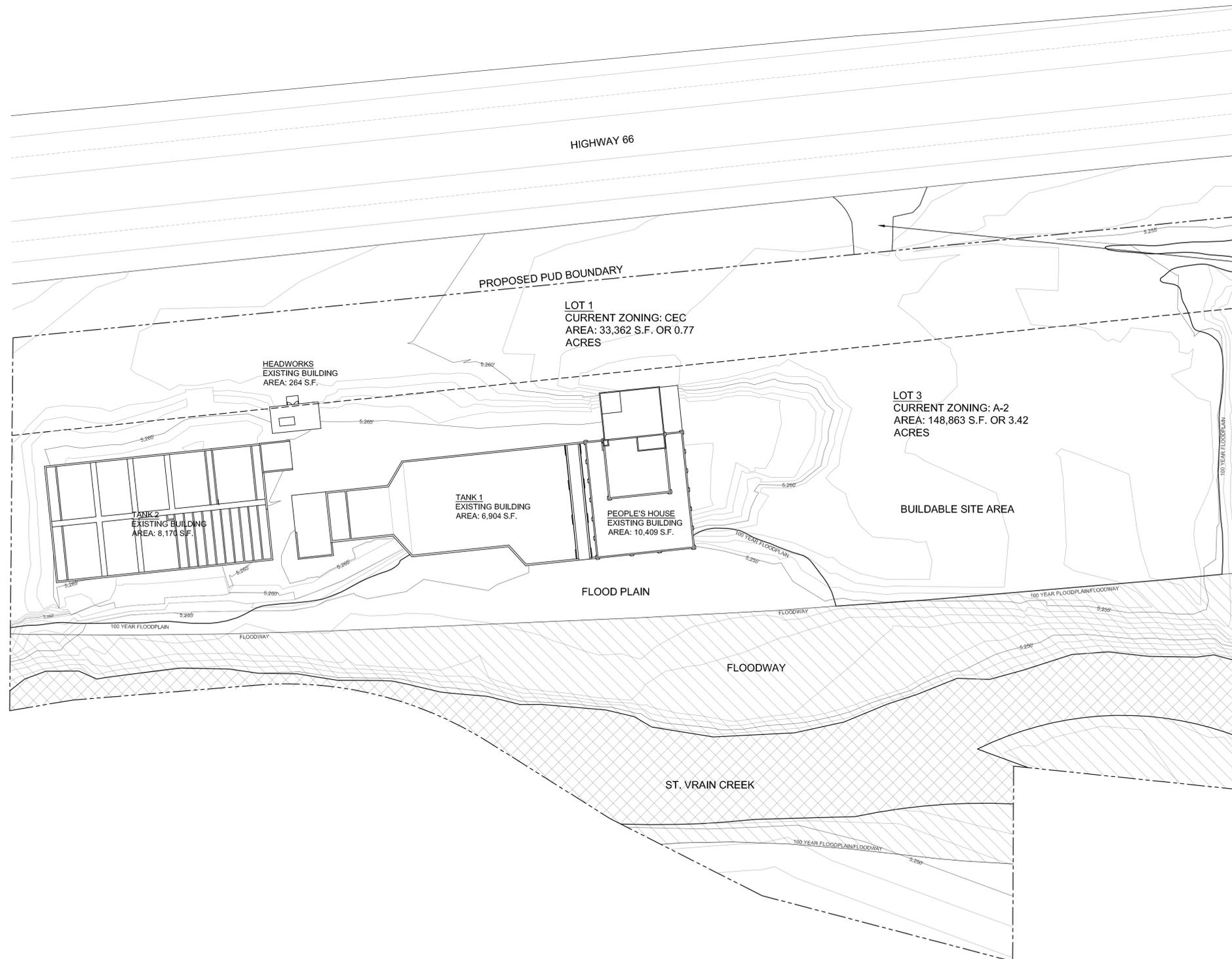
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07.30.2025

Date	Description

PUD TITLE SHEET

**G.03**



SITE ACCESS POINT TO BE CONSISTENT WITH THE CDOT HIGHWAY 66 ACCESS CONTROL PLAN, OR OTHERWISE APPROVED BY CDOT AND THE TOWN OF LYONS.

EXISTING BUILDINGS ARE INTENDED, BUT NOT REQUIRED, TO BE REPURPOSED. SPECIFIC BUILDING USES AND ANY NEW BUILDINGS ON SITE TO BE PART OF FUTURE SITE DEVELOPMENT PLAN(S).

ALL EXISTING UTILITY EASEMENTS TO REMAIN, SEE SURVEY EXHIBIT.

FLOOD PLAIN AND FLOODWAY INFORMATION PER FEMA FLOOD MAP EFFECTIVE 10/24/2024.

THIS PUD WILL ACCOMMODATE THE PLANNED ST. VRAIN GREENWAY TRAIL, AS SHOWN IN THE 2004 ST. VRAIN GREENWAY TRAIL MASTER PLAN.

**Lyons People's House & Maker's Village**  
4651 & 4652 Ute Hwy Lyons, CO 80503

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07.30.2025

Date	Description

PUD  
4652 UTE HWY  
SOUTH SITE PLAN

**G.04**



LOT 2  
CURRENT ZONING: CEC  
AREA: 180,936 S.F. OR 4.15 ACRES

BUILDABLE SITE AREA

PROPOSED PUD BOUNDARY

HIGHWAY 66

SITE DEVELOPMENT TO MAINTAIN THE EXISTING ACCESS EASEMENT FOR THE TOWN OF LYONS FROM HWY 66 TO THE TOWN PROPERTY NORTH OF THE SITE OR WILL RELOCATE THE EASEMENT WITH THE PERMISSION OF THE TOWN OF LYONS DURING THE FUTURE SITE DEVELOPMENT PROCESS.

FUTURE SITE DEVELOPMENT MAY INCLUDE SHARED ACCESS WITH THE DEVELOPMENT TO THE WEST PER THE HIGHWAY 66 ACCESS CONTROL PLAN.

ALL EXISTING UTILITY EASEMENTS TO REMAIN, SEE SURVEY EXHIBIT.

SITE ACCESS POINT TO BE CONSISTENT WITH THE CDOT HIGHWAY 66 ACCESS CONTROL PLAN, OR OTHERWISE APPROVED BY CDOT AND THE TOWN OF LYONS.

**Lyons People's House & Maker's Village**  
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07.30.2025

Date	Description

PUD  
4651 UTE HWY  
NORTH SITE PLAN

**G.05**

**Parcel Description**  
(PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY)

LYONS VILLAGE EAST REPLAT A RECORDED ON 02/10/2020 AT RECEPTION NO. 03765233  
RAILROAD SUBDIVISION RECORDED ON 02/19/2020 AT RECEPTION NO. 03766935

PARCEL A:

LOTS 2 AND 3, LYONS VILLAGE EAST REPLAT A,  
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

LOT 1, RAILROAD SUBDIVISION,  
COUNTY OF BOULDER, STATE OF COLORADO.

# ALTA/NSPS LAND TITLE SURVEY

LOTS 2 AND 3, LYONS VILLAGE EAST REPLAT A AND LOT 1, RAILROAD SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 4

TOTAL AREA = 363,162 SQ. FT., OR 8.34 ACRES, MORE OR LESS

**Notes**

- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER OK70617951.2026947, DATED MARCH 02, 2020 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT. THERE MAY BE OTHER RECORDED EASEMENTS AND RIGHTS OF WAY AFFECTING THE SUBJECT PROPERTY. IT IS RECOMMENDED THAT THE CLIENT OBTAIN CURRENT TITLE RESEARCH FROM A TITLE COMPANY.
- 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.
- THIS ALTA/NSPS LAND TITLE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF GENERATOR DEVELOPMENT, NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
- BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N00°15'07"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 20, T3N, R70W OF THE 6TH P.M., BETWEEN A FOUND 1-1/2" IRON PIPE WITH 2-1/2" BRASS CAP MARKED "20, 21" AT THE EAST QUARTER CORNER OF SAID SECTION 20 AND A FOUND #5 REBAR WITH 2" ALUMINUM CAP MARKED "LEE W. STADELE N1/16, S20, S21, 2000 LS 26300" AT THE NORTH ONE-SIXTEENTH CORNER BETWEEN SECTIONS 20 AND 21 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. A PRIVATE UTILITY LOCATOR WAS HIRED FOR THE PREPARATION OF THIS SURVEY. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES AND STRUCTURES. ALL UNDERGROUND UTILITIES MUST BE FIELD LOCATED BY THE APPROPRIATE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC. 9-1.5-103. (ALTA/NSPS LAND TITLE SURVEY TABLE A, OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, ITEM 11a & 11b)
- 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.
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
- THE CONTOURS REPRESENTED HEREON WERE INTERPOLATED BY AUTOCAD CIVIL 3D (DIGITAL TERRAIN MODELING) SOFTWARE BETWEEN ACTUAL MEASURED SPOT ELEVATIONS. DEPENDING ON THE DISTANCE FROM A MEASURED SPOT ELEVATION AND LOCAL VARIATIONS IN TOPOGRAPHY, THE CONTOUR SHOWN MAY NOT BE AN EXACT REPRESENTATION OF THE SITE TOPOGRAPHY. THE PURPOSE OF THIS TOPOGRAPHIC MAP IS FOR SITE EVALUATION AND TO SHOW SURFACE DRAINAGE FEATURES. ADDITIONAL TOPOGRAPHIC OBSERVATIONS MAY BE NECESSARY IN SPECIFIC AREAS OF DESIGN. TOPOGRAPHY SHOWN HEREON COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS.
- BENCHMARK INFORMATION: A GPS DERIVED ELEVATION WAS ESTABLISHED AT AN ONSITE BENCHMARK AT THE NORTH PART OF LOT 3, BEING A FOUND MAG NAIL WITH AN ELEVATION OF 5258.44 FEET. A CHECK SHOT, 0.1'±, WAS TAKEN ON NGS POINT Z 410, BEING A STAINLESS STEEL ROD IN LOGO BOX MARKED "Z 410 1984" LOCATED 0.2 MILES FROM SITE, WITH A PUBLISHED ELEVATION OF 5270.03 FEET NAVD88. NO DIFFERENTIAL LEVELING WAS PERFORMED TO ESTABLISH THIS ELEVATION.
- SUBSURFACE BUILDINGS, IMPROVEMENTS OR STRUCTURES ARE NOT NECESSARILY SHOWN. BUILDINGS AND OTHER IMPROVEMENTS OR STRUCTURES ON ADJACENT PROPERTIES THAT ARE MORE THAN FIVE (5) FEET FROM ANY OF THE PROPERTY LINES OF THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN.
- FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE AE, REGULATORY FLOODWAY AND ZONE X, 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP: MAP NO. 08013C0253K, DATED OCTOBER 24, 2024. FLOOD INFORMATION IS SUBJECT TO CHANGE.
- FLOODPLAIN LINES SHOWN HEREON ARE APPROXIMATE AND ARE DERIVED FROM GIS INFORMATION DOWNLOADED FROM FEMA.
- DATES OF FIELDWORK: DECEMBER 2024 - MARCH 2025,  
PREVIOUS SURVEYS:  
(FSI JOB #19-73,896) DATE: OCTOBER 9, 2019,  
(FSI JOB #17-69,365) DATE: APRIL 3, 2017.

- THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- THE TOTAL AREA OF THE SUBJECT PROPERTY IS 363,162 SQ. FT. OR 8.34 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES (ALTA/NSPS LAND TITLE SURVEY TABLE A, OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, ITEM 4).
- OWNERSHIP INFORMATION IS PER BOULDER COUNTY WEBSITE AS RESEARCHED ON JANUARY 06, 2025 AND IS SUBJECT TO CHANGE (ALTA/NSPS LAND TITLE SURVEY TABLE A, OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, ITEM 13).
- THE SEPTEMBER 12, 2013 FLOOD WAS AN AVULSIVE EVENT, NOT A RELICTIVE OR EROSION EVENT, AND DID NOT THEREFORE, CHANGE ANY BOUNDARY CALLING TO ITS CENTERLINE OR BANK FROM THE POSITION IMMEDIATELY PRIOR TO THE FLOOD.
- THE FENCES ARE NOT COINCIDENT WITH THE PROPERTY LINES AS SHOWN HEREON.
- DRIVE EXTENDS INTO SUBJECT PROPERTY AS SHOWN HEREON.
- MONUMENTS NOT ACCEPTED WERE FOUND TO BE OUTSIDE OF A REASONABLE ERROR ELLIPSE BASED ON OTHER LOCALLY FOUND MONUMENTS. THEY WERE NOT ACCEPTED AS ORIGINAL, UNDISTURBED MONUMENTS.
- THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND ARE SHOWN GRAPHICALLY HEREON. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#18	APR. 26, 2017	REC. NO. 03588703	SPECIAL WARRANTY DEED
#21	FEB. 04, 2019	REC. NO. 03696591	PLAT OF LYONS VILLAGE EAST QUITCLAIM DEED
	APR. 26, 2017	REC. NO. 3588702	ORDINANCE 0-2019-54
	OCT. 15, 2019	REC. NO. 03742435	PLAT OF LYONS VILLAGE EAST REPLAT A
	FEB. 10, 2020	REC. NO. 03765233	PLAT OF LYONS VILLAGE EAST REPLAT A
	FEB. 09, 2020	REC. NO. 03766987	RELEASE OF EASEMENT LYONS VILLAGE EAST ANNEXATION MAP
#23	JUN. 27, 2017	REC. NO. 03600104	EASEMENT AGREEMENT
#25	JAN. 27, 2005	REC. NO. 2660774	ORDINANCE NO. 800
#26	APR. 11, 2006	REC. NO. 2769113	ANNEXATION MAP
	APR. 11, 2006	REC. NO. 2769112	PLAT OF LYONS VILLAGE EAST REPLAT A
#27	FEB. 10, 2020	REC. NO. 03765233	PLAT OF RAILROAD SUBDIVISION
#29	FEB. 19, 2020	REC. NO. 03766935	PLAT OF RAILROAD SUBDIVISION
- THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#10	OCT. 19, 1972	REC. NO. 39998	DECLARATION OF COVENANTS
#11	APR. 16, 1976	REC. NO. 173439	SERVICE PLAN
	MAY 06, 1976	REC. NO. 175714	FIRST AMENDMENT
	MAY 13, 1976	REC. NO. 176575	SECOND AMENDMENT
#12	MAR. 19, 1993	REC. NO. 01274954	SETTLEMENT AGREEMENT
#13	SEPT. 30, 2010	REC. NO. 03102102	FINDINGS AND DECREE
#14	FEB. 11, 2003	REC. NO. 2395078	LYONS PLANNING AREA COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT
	JUN. 22, 2011	REC. NO. 03155123	RESOLUTION 2011-23
	JUL. 14, 2011	REC. NO. 03159093	RE-RECORDED RESOLUTION
#15	AUG. 19, 2003	REC. NO. 2490437	INTERGOVERNMENTAL AGREEMENT
#16	NOV. 07, 2003	REC. NO. 2524695	BOULDER COUNTY COUNTYWIDE COORDINATED COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT
#17	OCT. 19, 2011	REC. NO. 03178050	INTERGOVERNMENTAL AGREEMENT
#19	OCT. 14, 2019	REC. NO. 03742072	RIGHT OF FIRST REFUSAL AGREEMENT
#20	OCT. 14, 2019	REC. NO. 03742071	MEMORANDUM OF AGREEMENT
#22	APR. 24, 2018	REC. NO. 03652025	ORDINANCE NO. 1018
#24	JAN. 29, 2004	REC. NO. 2553381	QUITCLAIM DEED AND RELEASE
#30	MAR. 02, 2020	REC. NO. 03769202	DEED OF TRUST



**Vicinity Map**  
NOT TO SCALE

BY: MROBAK FILE: 81913 ALTA TOPO C24.DWG DATE: 3/5/2025 10:16 AM

**Depositing Certificate**

SUBMITTED TO BOULDER COUNTY LAND USE FOR DEPOSITING ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

REVISION	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	

ALTA/NSPS LAND TITLE SURVEY  
PREPARED FOR  
GENERATOR DEVELOPMENT  
COPYRIGHT 2025 FLATIRON, INC.

**Flatirons, Inc.**  
Land Surveying Services  
www.FlatironsInc.com  
3825 IRIS AVE., SUITE 395  
BOULDER, CO 80301  
(303) 443-7001

7000 N. BROADWAY,  
SUITE 209  
DENVER, CO 80221  
(303) 936-6997



**Surveyor's Certificate**  
TO GENERATOR DEVELOPMENT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(A), 7(B), 7(C), 11, 13, 18 & 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON DECEMBER 2, 2024.

DATE OF PLAT OR MAP: MARCH 05, 2025

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 1.6(B)(2) THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JAMES Z. GOWAN  
COLORADO P.L.S. #29038  
VICE PRESIDENT, FLATIRON, INC.

JOB NUMBER:  
24-81,913  
DATE:  
03-05-2025  
DRAWN BY:  
M. ROBAK  
CHECKED BY:  
JJK/TDH/JZG  
SHEET 1 OF 4

# ALTA/NSPS LAND TITLE SURVEY

LOTS 2 AND 3, LYONS VILLAGE EAST REPLAT A AND LOT 1, RAILROAD SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 4

TOTAL AREA = 363,162 SQ. FT., OR 8.34 ACRES, MORE OR LESS

## Boundary Closure Report

PARCEL A - LOT 3, AND PARCEL B:  
 COURSE: S00°15'07"W LENGTH: 308.26'  
 COURSE: N83°57'53"W LENGTH: 122.98'  
 COURSE: S00°14'47"W LENGTH: 106.00'  
 COURSE: N74°59'35"W LENGTH: 139.45'  
 COURSE: N63°22'41"W LENGTH: 92.63'  
 COURSE: N57°56'06"W LENGTH: 77.33'

LENGTH: 131.44'  
 DELTA: 036°44'11"  
 CHORD: 129.20'  
 RADIUS: 205.00'  
 COURSE: N76°18'09"W

COURSE: S85°19'49"W LENGTH: 99.19'  
 COURSE: S80°38'57"W LENGTH: 34.59'  
 COURSE: N00°30'05"E LENGTH: 200.31'  
 COURSE: N84°22'07"E LENGTH: 667.13'

AREA: 182,226 SQ. FT.  
 ERROR CLOSURE: 0.01'  
 ERROR NORTH: 0.009'

PRECISION 1: 197707

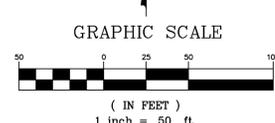
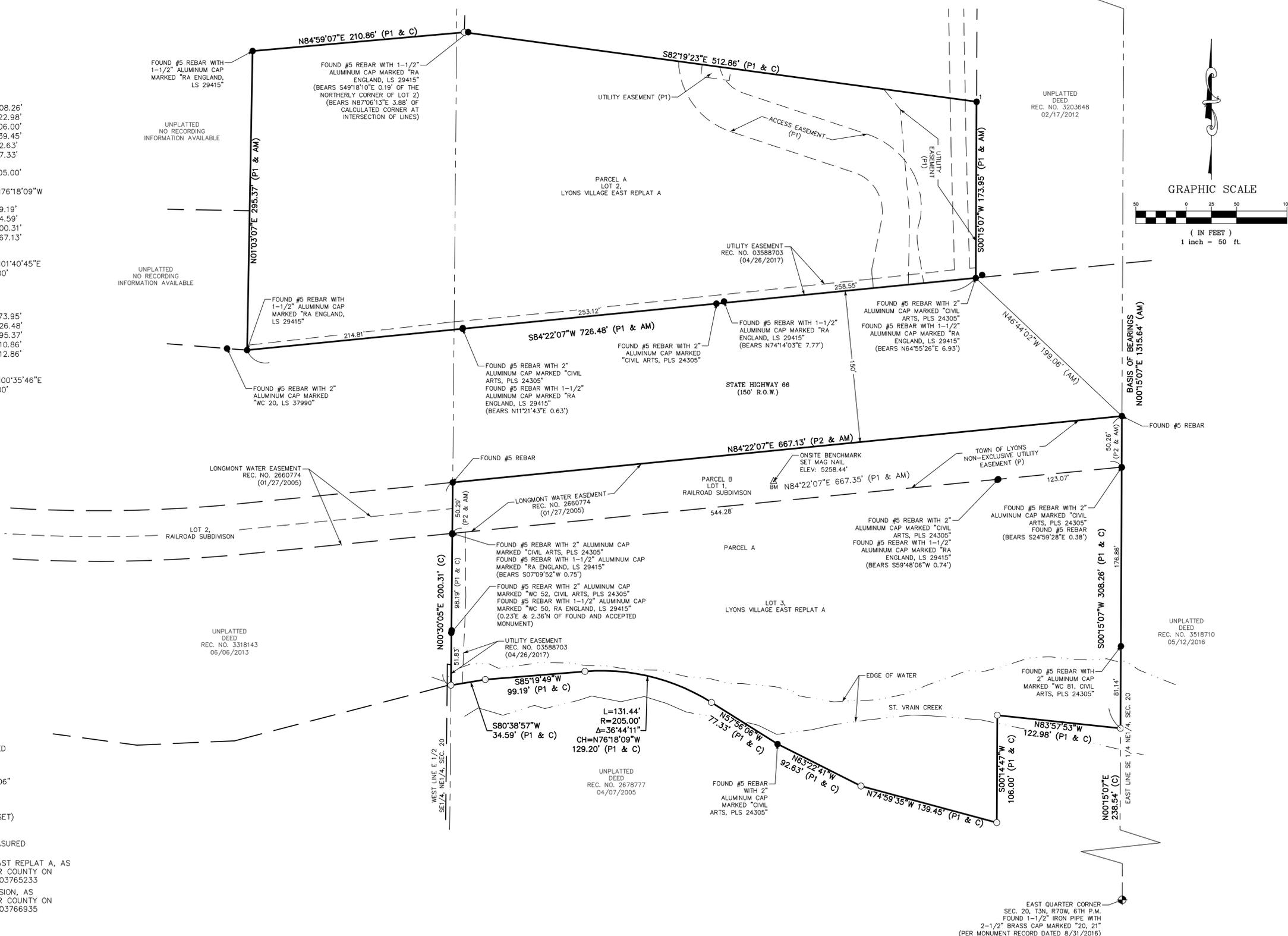
PARCEL A - LOT 2:  
 COURSE: S00°15'07"W LENGTH: 173.95'  
 COURSE: S84°22'07"W LENGTH: 726.48'  
 COURSE: N01°03'07"E LENGTH: 295.37'  
 COURSE: N84°59'07"E LENGTH: 210.86'  
 COURSE: S82°19'23"E LENGTH: 512.86'

AREA: 180,936 SQ. FT.  
 ERROR CLOSURE: 0.00'  
 ERROR NORTH: 0.004'

PRECISION 1: 1919520000

## Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND 1" BRASS TAG "FLATSURV LS16406"
- ▲ FOUND BENCHMARK AS DESCRIBED
- CALCULATED POSITION (NOT FOUND OR SET)
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (P1) AS PER THE PLAT OF LYONS VILLAGE EAST REPLAT A, AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY ON FEBRUARY 10, 2020 AT RECEPTION NO. 03765233
- (P2) AS PER THE PLAT OF RAILROAD SUBDIVISION, AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY ON FEBRUARY 19, 2020 AT RECEPTION NO. 03766935
- ELEV ELEVATION



NORTH 1/16TH CORNER, SEC. 20-SEC. 21, T3N, R70W, 6TH P.M. FOUND #5 REBAR WITH 2" ALUMINUM CAP MARKED "LEE W. STADELE N176, S20, S21, 2000 LS 26300" (PER MONUMENT RECORD DATED 8/31/2016)

REVISION	DATE
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ALTA/NSPS LAND TITLE SURVEY  
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 (303) 776-1733  
 3825 IRIS AVE., SUITE 395, BOULDER, CO 80301  
 (303) 443-7001  
 (303) 936-6997



JOB NUMBER: 24-81,913  
 DATE: 03-05-2025  
 DRAWN BY: M. ROBAK  
 CHECKED BY: JJK/TDH/JZG

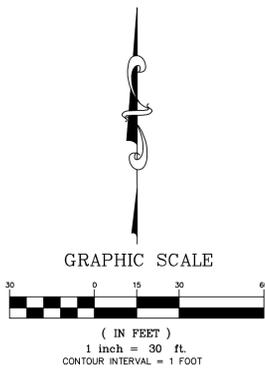
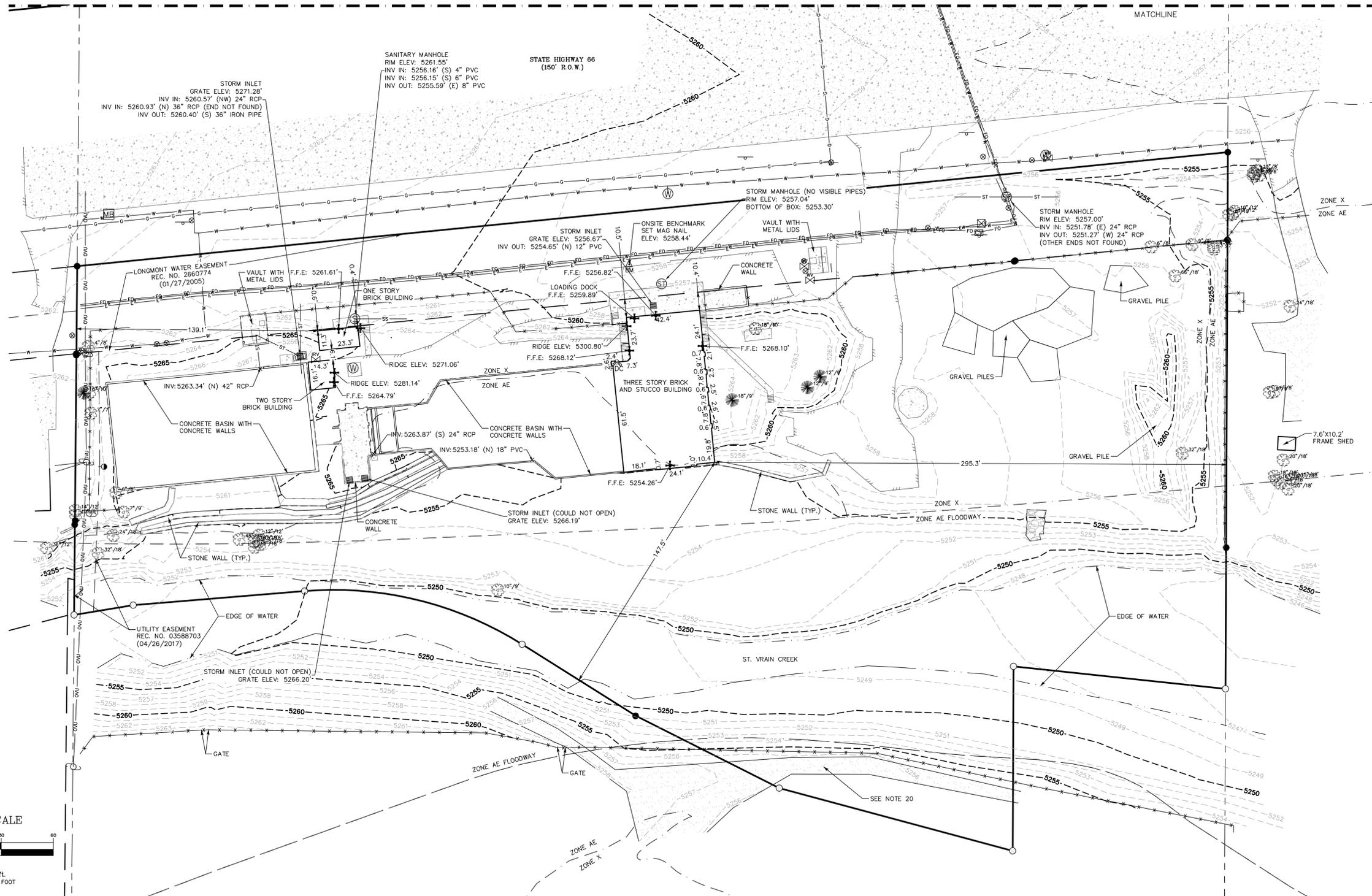
BY:ROBAK FILE:81913 ALTA TOPO C24.DWG DATE:3/5/2025 10:16 AM

# ALTA/NSPS LAND TITLE SURVEY

LOTS 2 AND 3, LYONS VILLAGE EAST REPLAT A AND LOT 1, RAILROAD SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 4

TOTAL AREA = 363,162 SQ. FT., OR 8.34 ACRES, MORE OR LESS



BY: MROBAK FILE: 81913 ALTA TOPO C24.DWG DATE: 3/5/2025 10:17 AM

REVISION	DATE
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GENERATOR DEVELOPMENT  
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SUITE 209  
LONGMONT, CO 80501  
(303) 776-1733  
(303) 936-6997

3825 IRIS AVE.,  
SUITE 395  
BOULDER, CO 80301  
(303) 443-7001



JOB NUMBER:  
24-81,913  
DATE:  
03-05-2025  
DRAWN BY:  
M. ROBAK  
CHECKED BY:  
JUK/TDH/JZG  
SHEET 3 OF 4

# ALTA/NSPS LAND TITLE SURVEY

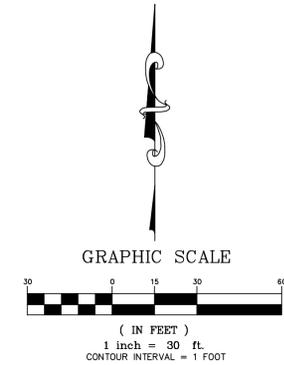
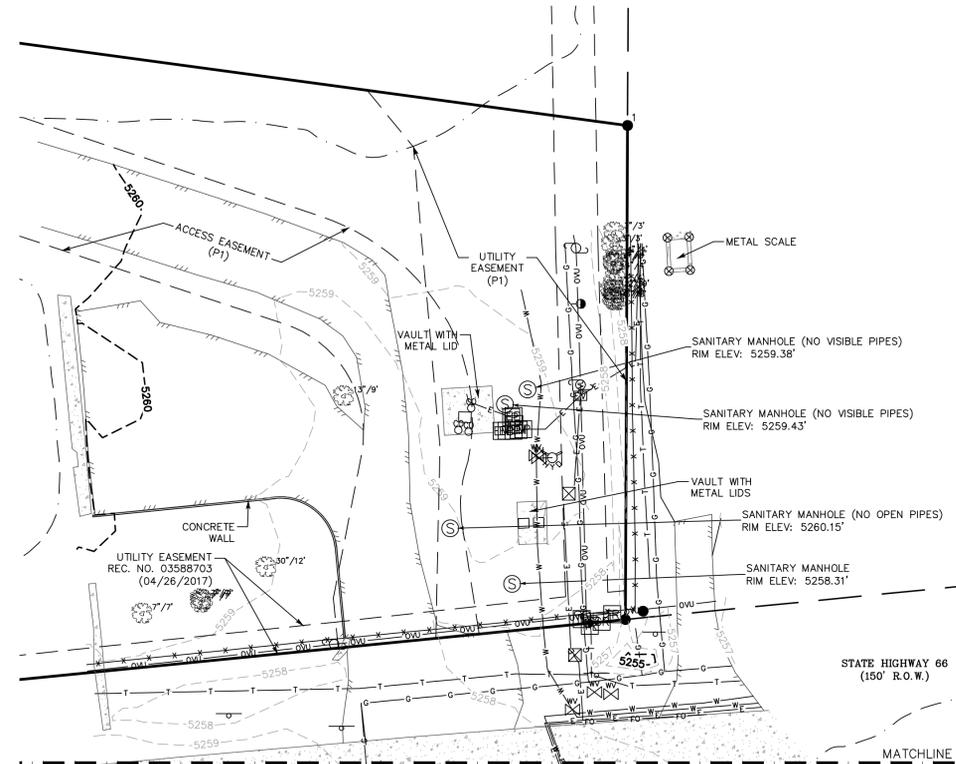
LOTS 2 AND 3, LYONS VILLAGE EAST REPLAT A AND LOT 1, RAILROAD SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 4 OF 4

TOTAL AREA = 363,162 SQ. FT., OR 8.34 ACRES, MORE OR LESS

## Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND 1" BRASS TAG "FLATSURV LS16406"
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- AS PER THE PLAT OF LYONS VILLAGE EAST REPLAT A, AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY ON FEBRUARY 10, 2020 AT RECEPTION NO. 03765233
- AS PER THE PLAT OF RAILROAD SUBDIVISION, AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY ON FEBRUARY 19, 2020 AT RECEPTION NO. 03766935
- CONCRETE
- EDGE OF ASPHALT
- GRAVEL
- FLAGSTONE
- FENCE
- SIGN
- BOLLARD
- DECIDUOUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
- CONIFEROUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
- WATER LINE
- WATER LINE SCALED FROM MAPS
- WATER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- IRRIGATION VALVE
- SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- CLEANOUT
- STORM SEWER LINE
- STORM SEWER MANHOLE
- GRATE INLET
- ELECTRIC LINE
- TRANSFORMER
- ELECTRIC METER
- ELECTRICAL PANEL
- ELECTRIC VAULT
- OVERHEAD UTILITY LINE
- UTILITY POLE
- GUY WIRE
- CABLE/FIBEROPTIC RISER
- CABLE/FIBEROPTIC VAULT
- FIBEROPTIC LINE
- TELEPHONE LINE
- TELEPHONE RISER
- GAS LINE
- LOCATION OF BUILDING HEIGHT/FINISHED FLOOR
- MAILBOX
- FINISHED FLOOR ELEVATION
- ELEVATION
- INVERT



REVISION	DATE
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(303) 936-6997



JOB NUMBER:  
24-81,913  
DATE:  
03-05-2025  
DRAWN BY:  
M. ROBAK  
CHECKED BY:  
JJK/TDH/JZG

SHEET 4 OF 4

PUD Use Table	PROPOSED ADDITIONS					Notes
	Current Allowable Use By Right in CEC	Allowed in CEC with Special Review	Permitted Uses Allowed in CEC with Conditional Review	Requested Change to Use by Right	New Uses Proposed as a Use by Right	
<b>Current Allowable Uses in CEC (No changes)</b>						
ACCESSORY BUILDING OR ACCESSORY USE	x					
ACCESSORY DWELLING	x					
ACCESSORY BUILDING OR ACCESSORY USE, SMALL	x					
AGRITOURISM BUSINESS AND SUSTAINABLE AGRICULTURAL USE	x					
ARTISAN MANUFACTURING	x					
ARTISAN STUDIO	x					
BED AND BREAKFAST	x					
CULTIVATION OPERATION	x					
DAY CARE CENTER (ALL AGES)	x					
EVENT CENTER, SMALL	x					
FARMERS' MARKET	x					
FINANCIAL INSTITUTION	x					
GALLERY	x					
GREENHOUSE AND PLANT NURSERY	x					
GROCERY STORE	x					
GROUP HOME FOR PEOPLE WITH DISABILITIES	x					
HOSPITAL	x					
HOTEL OR MOTEL, SMALL	x					
LIGHT INDUSTRIAL USE NOT REQUIRED TO HOLD OPERATING PERMITS FOR AIR EMISSIONS WITH THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT	x					
LONG-TERM CARE FACILITY	x					
MACHINE SHOP	x					
MARIJUANA CENTER	x					
MARIJUANA-INFUSED PRODUCTS MANUFACTURER	x					
MARIJUANA OPTIONAL PREMISES CULTIVATION OPERATION	x					
MEDICAL OR DENTAL OFFICE OR CLINIC	x					
MIXED USE BUILDING (A BUILDING WITH AT LEAST 50% OF THE TOTAL GROSS FLOOR AREA OF THE BUILDING CONSISTING OF RESIDENTIAL USES, ALL OF WHICH RESIDENTIAL USES ARE LOCATED ON THE UPPER FLOORS	x					
MIXED USE BUILDING (A BUILDING WITH LESS THAN 50% OF THE TOTAL GROSS FLOOR AREA OF THE BUILDING CONSISTING ON RESIDENTIAL USES, ALL OF WHICH RESIDENTIAL USES ARE LOCATED ON UPPER FLOORS	x					
MUNICIPAL ADMINISTRATIVE OFFICE	x					
MUSEUM	x					
NURSING AND ASSISTED LIVING FACILITY	x					
NURSING FACILITY OR CONSTANT CARE FACILITY	x					

PUD Use Table	PROPOSED ADDITIONS					Notes
	Current Allowable Use By Right in CEC	Allowed in CEC with Special Review	Permitted Uses Allowed in CEC with Conditional Review	Requested Change to Use by Right	New Uses Proposed as a Use by Right	
OPTIONAL PREMISES CULTIVATION OPERATION	x					
PERSONAL AND BUSINESS SERVICE SHOP	x					
PERSONAL SERVICE SHOP	x					
PRIVATE SCHOOL	x					
PROFESSIONAL OFFICE	x					
PUBLIC AND PRIVATE SCHOOL, INCLUDING COLLEGE, VOCATIONAL TRAINING AND TECHNICAL TRAINING	x					
PUBLIC FACILITIES, INCLUDING MUNICIPAL OFFICES, PARKS AND TRAILS	x					
RECREATIONAL FACILITY	x					
RECREATIONAL FACILITY, LIMITED INDOOR AND LIMITED OUTDOOR	x					
RESEARCH, EXPERIMENTAL OR TESTING FACILITY	x					
RESTAURANT AND/OR BAR WITHOUT DRIVE-UP FOOD OF BEVERAGE SERVICE, SMALL (4,000SF OR LESS)	x					
RESTAURANT, BAR OR OTHER EATING AND/OR DRINKING PLACE	x					
RETAIL ESTABLISHMENT (INCLUDING GROCERY STORE), SMALL	x					
RETAIL STORE OR ESTABLISHMENT	x					
SOLAR GARDEN, AS AN ACCESSORY USE	x					
STONE CUTTING, FINISHING AND SALES ESTABLISHMENT	x					
STUDIO	x					
VETERINARY HOSPITAL AND VETERINARY FACILITY	x					
WORKSHOP AND CUSTOM SMALL INDUSTRY	x					
<b>Allowed in CEC with Special Review ( No Change)</b>						
GASOLINE STATION		x				
KENNEL		x				
TELECOMMUNICATIONS FACILITY		x				
RESTAURANT AND/OR BAR WITH A DRIVE-UP WINDOW FOR FOOD OR BEVERAGE SERVICE, OR THAT OTHERWISE SERVES FOOD OF BEVERAGES TO CUSTOMERS PARKED IN MOTOR VEHICLES, OR A RESTAURANT AND/OR BAR WITH MORE THAN 4,000 SQUARE FEET		x				
LIGHT INDUSTRIAL REQUIRED TO HOLD OPERATING PERMITS FOR AIR EMISSIONS		x				
GASOLINE STATION		x				
SOLAR GARDEN, AS A PRIMARY USE		x				
<b>Uses currently allowed by special/conditional review under CEC zoning. Requested to be Use By Right</b>						
AUTOMOBILE, BOAT AND MOTORCYCLE RENTAL AND SALES		x		x		Both Sides - Outdoors sales area limited to 5,000sf without Special Review
HOTEL OR MOTEL, LARGE		x		x		Both Sides

PUD Use Table	PROPOSED ADDITIONS					Notes
	Current Allowable Use By Right in CEC	Allowed in CEC with Special Review	Permitted Uses Allowed in CEC with Conditional Review	Requested Change to Use by Right	New Uses Proposed as a Use by Right	
CAMPGROUND		x		x		South Side Only
DOG DAY CARE FACILITY		x		x		North Side Only
ELECTRIC VEHICLE CHARGE STATION		x		x		Both Sides
EVENT CENTER, LARGE		x		x		Both Sides
LIGHT INDUSTRIAL USE			x	x		Both Sides
MINI-STORAGE FACILITY		x		x		North Side Only
RETAIL ESTABLISHMENT, LARGE		x		x		Both Sides
AUTOMOTIVE AND MOTORCYCLE REPAIR (MAJOR AND MINOR)		x		x		Requesting Minor Only as a UBR
MIXED USE BUILDING (A BUILDING WITH AT LEAST 50% OF THE TOTAL GROSS FLOOR AREA OF THE BUILDING CONSISTING OF RESIDENTIAL USES, ALL OF WHICH RESIDENTIAL USES ARE LOCATED ON THE UPPER FLOORS)		x		x		Both Sides
<b>Proposed New Use Requested to be Use by Right</b>						
ARTS AND CULTURAL FACILITIES AND SERVICES					x	Both Sides
ASSISTED LIVING FACILITY					x	Both Sides
BUSINESS USE					x	Both Sides
CAR WASH					x	North Side Only
CARETAKER RESIDENCE					x	Both Sides
CHURCH					x	Both Sides
COMMUNITY GARDEN					x	Both Sides
HEALTH AND WELLNESS USE					x	Both Sides
NATURAL MEDICINE					x	Both Sides
NONPROFIT ORGANIZATION FACILITIES AND SERVICES					x	Both Sides
RV STORAGE					x	North Side Only
SMALL MANUFACTURING FACILITY WITH FEWER THAN 10 EMPLOYEES					x	Both Sides

**From:** [Bilobran - CDOT, Timothy](#)  
**To:** [Maria Marquez-Rubio](#)  
**Cc:** [Justin Doles](#); [Aaron Caplan](#); [Dave Cosgrove](#); [Dolores Vasquez](#); [Lisa Ritchie](#)  
**Subject:** Re: Referral Request - 4651 4652 Ute Hwy PUD  
**Date:** Tuesday, August 26, 2025 3:24:07 PM  
**Attachments:** [image001.png](#)  
[SH66 PEL ROW Preservation Footprint.kmz](#)

---

Maria and all,

Thank you very much for sending this in. Until the applicant prepares traffic studies/memos, we can't comment much beyond "Please make sure the applicant has a copy of the CO 66 Access Control Plan and understands they will be responsible for implementing that plan as best as possible with the parcels under their control/ownership."

We'd also ask the town to make sure if the applicants are dedicating the ROW shown in the Hwy 66 PEL layer (if applicable)

Please let me know if you have any questions.

Thanks,  
Tim

On Tue, Aug 26, 2025 at 12:58 PM Maria Marquez-Rubio  
<[MMarquezRubio@townoflyons.com](mailto:MMarquezRubio@townoflyons.com)> wrote:

Hello,

The Town of Lyons is requesting your review and comments regarding the proposed Planned Unit Development for the property located at 4651 & 4652 Ute Hwy.

Attached, please find the referral packet containing relevant application materials for your review.

We kindly ask for your comments or any conditions you believe should be considered during this process. Please submit your response by September 16, 2025. If you have no comments, a "no comment" response is still appreciated.

Please feel free to contact Lisa Ritchie with any questions or if additional information is needed.

Thank you for your time and cooperation.

Maria



Maria Marquez Rubio  
Deputy Town Clerk  
303-823-6622, ext. 21  
[mmarquezurubio@townoflyons.com](mailto:mmarquezurubio@townoflyons.com)

|

--

**Tim Bilobran**  
Region 4 Permits Manager



O 970.350.2163 | C 970.302.4022 | F 970.350.2198  
[timothy.bilobran@state.co.us](mailto:timothy.bilobran@state.co.us) | [codot.gov](http://codot.gov) | [www.cotrip.org](http://www.cotrip.org)  
10601 W. 10th Street, Greeley, CO 80634



# COLORADO

## Parks and Wildlife

Department of Natural Resources

Area 2-Lon Hagler SWA  
4207 W. County Road 16E  
Loveland, CO 80537  
P 970.472-4460

9/16/2025

Town of Lyons

Attn: Dolores Vasquez

432 5th Avenue

Lyons, CO 80540

dvasquez@townoflyons.com

Re: CPW comments on Lyons People's House & Maker's Village

Dear Ms. Vasquez,

Thank you for the opportunity for Colorado Parks and Wildlife (CPW) to comment on the proposed 4651 & 4652 Ute Hwy Planned Unit Development (Project). It is our understanding that this proposed Project consists of a Planned Unit Development (PUD) located at 4651 and 4652 Ute Highway with the intent to develop the north parcel to serve small companies in maker's, artisan, and craftsman spaces while the south parcel is planned to feature community events, restaurant/retail uses, an extension of the Lyons multimodal path, and the improvement of the creek frontage.

The mission of CPW is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. CPW has a statutory responsibility to manage all wildlife species in Colorado and to promote a variety of recreational opportunities throughout Colorado. One way we achieve this goal is by responding to referral comment requests, as is the case for this project.

### **The Importance Of High Priority Habitats**

Developers and permitting agencies can help avoid, minimize, and mitigate impacts to wildlife from their projects by working with CPW. High priority habitats (HPH) are defined as sensitive habitats where CPW has recent data regarding sensitive wildlife use, plus scientifically backed best management

Jeff Davis, Director, Colorado Parks and Wildlife

Parks and Wildlife Commission: Dallas May, Chair • Richard Reading, Vice-Chair • Karen Bailey, Secretary • Jessica Beaulieu  
Marie Haskett • Jack Murphy • Gabriel Otero • Duke Phillips, IV • Gary T. Skiba • James Jay Tutchtón • Eden Vardy



practice (BMP) recommendations. HPHs are a subset of CPW's species activity maps that we actively collect supporting data and update on a regular basis for a variety of species and their particular habitats; we provide these maps to the public and regulatory agencies to support environmental impact assessment and avoidance through land use comments and recommendations for proposed development on a given parcel, and general scientific research.

### **Aquatic Native Species Conservation Waters High Priority Habitat**

Aquatic Native Species Conservation Waters are identified within the State of Colorado's 2015 State Wildlife Action Plan (SWAP). This HPH layer is designated for the recovery, conservation, protection, or enhancement of native fish species, and to aid in the conservation of other native aquatic species, such as amphibians, crustaceans, or mollusks (includes CPW Tier 1 and 2 SWAP Species). These surface water features provide critical habitat for native aquatic wildlife, such as amphibians and fish, while also providing crucial habitat for mammals, birds, and reptiles that utilize the habitat. Within the proposed project area, there is a possibility of sensitive aquatic native species (fish, amphibians, invertebrates) presence within the St. Vrain Creek. CPW recommends no surface occupancy and no ground disturbance (year-round) within a minimum of 500 feet of the ordinary high water mark of all of these surface waters and the implementation of appropriate stormwater and sediment control BMPs.

In the application provided, there is mention of uplifting the habitat around the creek. If the applicant plans to do this, CPW asks that they provide their plans for restoration in greater detail for our review, if this Project is permitted and moves forward with construction.

### **Bald Eagle Roost Sites High Priority Habitat**

Bald eagle roost sites are defined as groups of (or individual) trees that provide diurnal and/or nocturnal perches for wintering bald eagles. These trees are usually the tallest available in the wintering area and are primarily located in riparian habitats. CPW has two recommendations to protect these sites: of a) no surface occupancy within 0.25 mile of any active bald eagle winter night roost year-round, and b) no human encroachment or disturbance within 0.5 mile any active bald eagle winter roost site from November 15 to March 15 of each year. In particular, there is a bald eagle roost site around the entirety of the project area.

CPW generally recommends starting and completing construction outside of this winter timing stipulation.

**Mule Deer Winter Concentration Area High Priority Habitat**

Mule Deer Winter Concentration Areas are defined as the part of the winter range where densities are at least 200% greater than the surrounding winter range density during the same period used to define winter range in the average of five winters out of ten.

The entire project area is mapped as Mule Deer Winter Concentration Area HPH. For the identified portions of the proposed project area that traverse Mule Deer Winter Concentration Area HPH, CPW typically recommends that the following timing limitation be implemented for the construction phase:

- Complete construction in these areas outside of the winter season which falls between December 1st to April 30th. If this cannot be achieved, CPW recommends starting construction outside of the winter timing to reduce impacts to Mule deer during this crucial time of year.

Thank you again for the opportunity to comment on this Planned Unit Development Project. We appreciate your consideration of our recommendations to avoid and minimize impacts to wildlife and look forward to continuing engagement on this Project as it moves forward. If you have any additional questions regarding wildlife concerns for this project, please contact your local District Wildlife Manager, Payton Fellhoelter at [payton.fellhoelter@state.co.us](mailto:payton.fellhoelter@state.co.us), or by phone at (720) 830-7711.

Sincerely,



Chris Mettenbrink  
Area 2 Assistant Wildlife Manager

Cc: Mark Leslie, Jason Duetsch, Payton Fellhoelter, Lexi Hamous Miller, and file.

**From:** [EAB Chair](#)  
**To:** [Maria Marquez-Rubio](#)  
**Subject:** Re: Referral Request - 4651 4652 Ute Hwy PUD  
**Date:** Tuesday, September 16, 2025 9:43:05 PM  
**Attachments:** [image001.png](#)

---

Hi Maria,

I apologize for the late email. I wanted to get this out before the deadline and after the EAB meeting tonight.

We concluded as a board that the current PUD for 4651 and 4652 Ute Highway does not provide enough information for the ecological advisory board to weigh in on. We request more quantifiable and qualifiable details regarding vegetation, water source (potable or non-potable water) for sprinklers, and similar information first before providing a response.

Thank you!

Best,  
Teagan Johnson-Moore  
Ecological Advisory Board Chairwoman  
720-684-9536

---

**From:** Maria Marquez-Rubio <MMarquezRubio@townoflyons.com>  
**Sent:** Tuesday, August 26, 2025 12:55  
**To:** plans@lyonsfire.org <plans@lyonsfire.org>; Justin Doles <jdoles@townoflyons.com>; Aaron Caplan <ACaplan@townoflyons.com>; Dave Cosgrove <davec@townoflyons.com>; Brandon Dittman <brandon@wwfdlaw.com>; Violeta.Ciocanu@xcelenergy.com <Violeta.Ciocanu@xcelenergy.com>; DNR\_Area2\_landuse@state.co.us <DNR\_Area2\_landuse@state.co.us>; kragerud\_ryan@svvsd.org <kragerud\_ryan@svvsd.org>; PRC Chair <PRC\_Chair@townoflyons.com>; SFC Chair <SFC\_Chair@townoflyons.com>; EAB Chair <EAB\_Chair@townoflyons.com>; EVC Chair <EVC\_Chair@townoflyons.com>; LAHC Chair <LAHC\_Chair@townoflyons.com>; HPC Chair <HPC\_Chair@townoflyons.com>; HHSC Chair <HHSC\_Chair@townoflyons.com>; UEB Chair <UEB\_Chair@townoflyons.com>; timothy.bilobran@state.co.us <timothy.bilobran@state.co.us>; nwobus@bouldercounty.org <nwobus@bouldercounty.org>  
**Cc:** Dolores Vasquez <DVasquez@townoflyons.com>; Lisa Ritchie <LRitchie@townoflyons.com>  
**Subject:** Referral Request - 4651 4652 Ute Hwy PUD

Hello,

The Town of Lyons is requesting your review and comments regarding the proposed Planned Unit Development for the property located at 4651 & 4652 Ute Hwy.

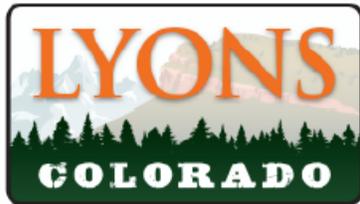
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We kindly ask for your comments or any conditions you believe should be considered during this processed. Please submit your response by September 16, 2025 . If you have no comments, a “no comment” response is still appreciated.

Please feel free to contact Lisa Ritchie with any questions or if additional information is needed.

Thank you for your time and cooperation.

Maria



**Maria Marquez Rubio**  
**Deputy Town Clerk**  
**303-823-6622, ext. 21**  
**[mmarquezrubio@townoflyons.com](mailto:mmarquezrubio@townoflyons.com)**

**REFERRAL REQUEST**



Project Name: 4651 and 4652 Ute Highway – PUD

Today's Date: 8/26/25

Comments Due By: 9/16/25

**The Town of Lyons has received the following item for review:**

Applicant: Lyons Ute Highway LLC

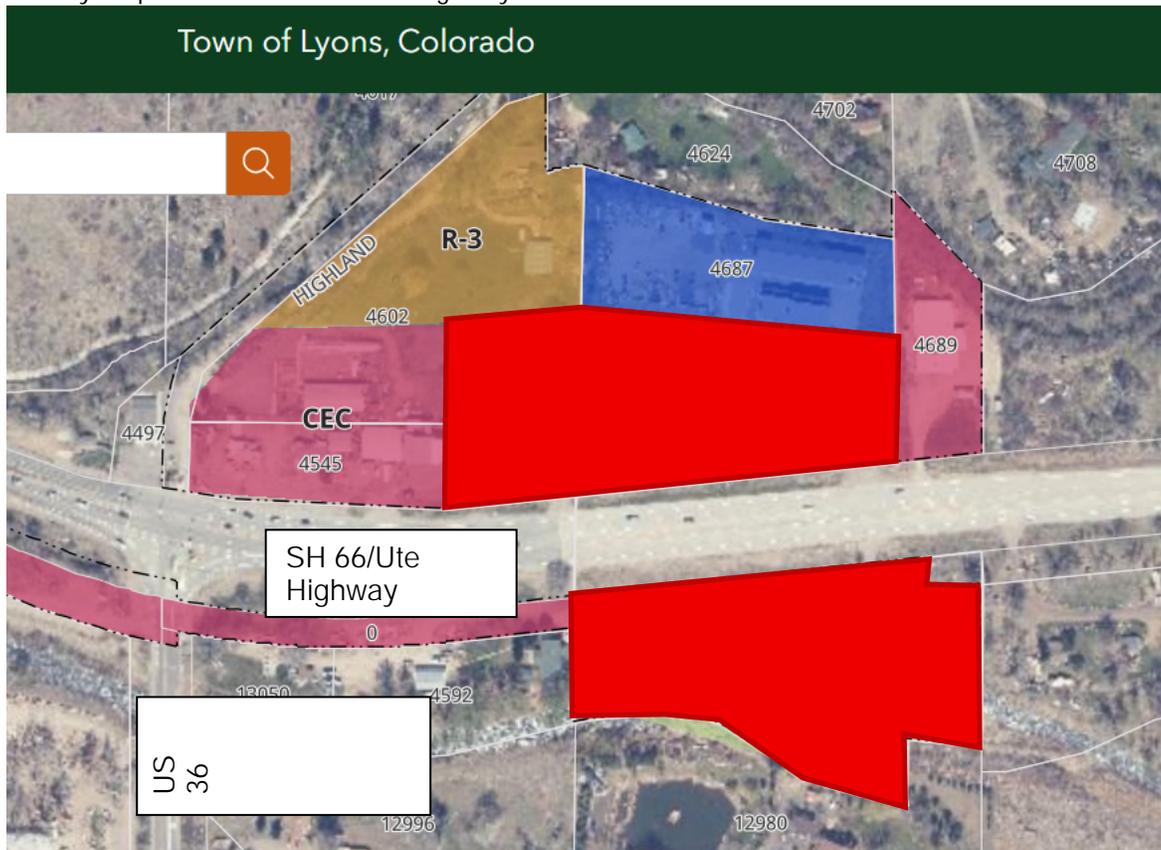
Zoning District: A1 and CEC

Location: 4651 and 4652 Ute Highway

**Project Description:**

The Town of Lyons has received a complete application for a petition for rezoning the properties to Planned Unit Development (PUD).

**Vicinity Map – 4651 and 4652 Ute Highway**



DOUBLE GATEWAY  
TO THE ROCKIES

Please review the application and provide comments by the date noted above. Any response not received on or before that date will be deemed a neutral response.

TELEPHONE  
303.823.6622

FACSIMILE  
303.823.8257

432 5TH AVENUE • P.O. BOX 49  
LYONS • COLORADO 80540

**TOWNOFLYONS.COM**

If you have any questions, please contact Lisa Ritchie, Planning and Building Director, at 303-823-6622 ext 25 or at [lritchier@townoflyons.com](mailto:lritchier@townoflyons.com).



**Please check the appropriate response below or send a letter.**

	We have reviewed the proposal and have no conflicts.
	See attached letter for comments regarding this proposal.
	Please note the following concern:
	Electric Utility currently could be Lyons or Longmont.
	Stormwater quality will need to be addressed in the Development Plan
	Sanitary Sewer is on the North Side of 66. Development's service will be under Hwy.

Signature: Aaron Caplan

Date: 15 Sep 2025

Printed Name/Agency: Utilities & Engineering Director.

**Please mail your comments to:** Town of Lyons, PO Box 49, Lyons, CO 80540, ATTN: Dolores Vasquez, **fax them to:** 303.823.8257, **or email them to:** [dvasquez@townoflyons.com](mailto:dvasquez@townoflyons.com).

DOUBLE GATEWAY  
TO THE ROCKIES

TELEPHONE

303.823.6622

FACSIMILE

303.823.8257

432 5TH AVENUE • P.O. BOX 49  
LYONS • COLORADO 80540

**TOWNOFLYONS.COM**

**Parcel Description**  
(PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY)

LYONS VILLAGE EAST REPLAT A RECORDED ON 02/10/2020 AT RECEPTION NO. 03765233  
RAILROAD SUBDIVISION RECORDED ON 02/19/2020 AT RECEPTION NO. 03766935

PARCEL A:

LOTS 2 AND 3, LYONS VILLAGE EAST REPLAT A,  
TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

LOT 1, RAILROAD SUBDIVISION,  
COUNTY OF BOULDER, STATE OF COLORADO.

# ALTA/NSPS LAND TITLE SURVEY

LOTS 2 AND 3, LYONS VILLAGE EAST REPLAT A AND LOT 1, RAILROAD SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 4

TOTAL AREA = 363,162 SQ. FT., OR 8.34 ACRES, MORE OR LESS

**Notes**

- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER OK70617951.2026947, DATED MARCH 02, 2020 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT. THERE MAY BE OTHER RECORDED EASEMENTS AND RIGHTS OF WAY AFFECTING THE SUBJECT PROPERTY. IT IS RECOMMENDED THAT THE CLIENT OBTAIN CURRENT TITLE RESEARCH FROM A TITLE COMPANY.
- 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.
- THIS ALTA/NSPS LAND TITLE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF GENERATOR DEVELOPMENT, NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
- BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N00°15'07"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 20, T3N, R70W OF THE 6TH P.M., BETWEEN A FOUND 1-1/2" IRON PIPE WITH 2-1/2" BRASS CAP MARKED "20, 21" AT THE EAST QUARTER CORNER OF SAID SECTION 20 AND A FOUND #5 REBAR WITH 2" ALUMINUM CAP MARKED "LEE W. STADELE N1/16, S20, S21, 2000 LS 26300" AT THE NORTH ONE-SIXTEENTH CORNER BETWEEN SECTIONS 20 AND 21 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. A PRIVATE UTILITY LOCATOR WAS HIRED FOR THE PREPARATION OF THIS SURVEY. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES AND STRUCTURES. ALL UNDERGROUND UTILITIES MUST BE FIELD LOCATED BY THE APPROPRIATE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC. 9-1.5-103. (ALTA/NSPS LAND TITLE SURVEY TABLE A, OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, ITEM 11a & 11b)
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS 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, DEFACTS, 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 DEFACTS, 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.
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
- THE CONTOURS REPRESENTED HEREON WERE INTERPOLATED BY AUTOCAD CIVIL 3D (DIGITAL TERRAIN MODELING) SOFTWARE BETWEEN ACTUAL MEASURED SPOT ELEVATIONS. DEPENDING ON THE DISTANCE FROM A MEASURED SPOT ELEVATION AND LOCAL VARIATIONS IN TOPOGRAPHY, THE CONTOUR SHOWN MAY NOT BE AN EXACT REPRESENTATION OF THE SITE TOPOGRAPHY. THE PURPOSE OF THIS TOPOGRAPHIC MAP IS FOR SITE EVALUATION AND TO SHOW SURFACE DRAINAGE FEATURES. ADDITIONAL TOPOGRAPHIC OBSERVATIONS MAY BE NECESSARY IN SPECIFIC AREAS OF DESIGN. TOPOGRAPHY SHOWN HEREON COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS.
- BENCHMARK INFORMATION: A GPS DERIVED ELEVATION WAS ESTABLISHED AT AN ONSITE BENCHMARK AT THE NORTH PART OF LOT 3, BEING A FOUND MAG NAIL WITH AN ELEVATION OF 5258.44 FEET. A CHECK SHOT, 0.1'±, WAS TAKEN ON NGS POINT Z 410, BEING A STAINLESS STEEL ROD IN LOGO BOX MARKED "Z 410 1984" LOCATED 0.2 MILES FROM SITE, WITH A PUBLISHED ELEVATION OF 5270.03 FEET NAVD88. NO DIFFERENTIAL LEVELING WAS PERFORMED TO ESTABLISH THIS ELEVATION.
- SUBSURFACE BUILDINGS, IMPROVEMENTS OR STRUCTURES ARE NOT NECESSARILY SHOWN. BUILDINGS AND OTHER IMPROVEMENTS OR STRUCTURES ON ADJACENT PROPERTIES THAT ARE MORE THAN FIVE (5) FEET FROM ANY OF THE PROPERTY LINES OF THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN.
- FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE AE, REGULATORY FLOODWAY AND ZONE X, 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP; MAP NO. 08013C0253K, DATED OCTOBER 24, 2024. FLOOD INFORMATION IS SUBJECT TO CHANGE.
- FLOODPLAIN LINES SHOWN HEREON ARE APPROXIMATE AND ARE DERIVED FROM GIS INFORMATION DOWNLOADED FROM FEMA.
- DATES OF FIELDWORK: DECEMBER 2, 2024,  
PREVIOUS SURVEYS:  
(FSI JOB #19-73,896) DATE: OCTOBER 9, 2019,  
(FSI JOB #17-69,365) DATE: APRIL 3, 2017.

- THE WORD "CERTIFY" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- THE TOTAL AREA OF THE SUBJECT PROPERTY IS 363,162 SQ. FT. OR 8.34 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES (ALTA/NSPS LAND TITLE SURVEY TABLE A, OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, ITEM 4).
- OWNERSHIP INFORMATION IS PER BOULDER COUNTY WEBSITE AS RESEARCHED ON JANUARY 06, 2025 AND IS SUBJECT TO CHANGE (ALTA/NSPS LAND TITLE SURVEY TABLE A, OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, ITEM 13).
- THE SEPTEMBER 12, 2013 FLOOD WAS AN AVULSIVE EVENT, NOT A RELICTIVE OR EROSION EVENT, AND DID NOT THEREFORE, CHANGE ANY BOUNDARY CALLING TO ITS CENTERLINE OR BANK FROM THE POSITION IMMEDIATELY PRIOR TO THE FLOOD.
- THE FENCES ARE NOT COINCIDENT WITH THE PROPERTY LINES AS SHOWN HEREON.
- MONUMENTS NOT ACCEPTED WERE FOUND TO BE OUTSIDE OF A REASONABLE ERROR ELLIPSE BASED ON OTHER LOCALLY FOUND MONUMENTS. THEY WERE NOT ACCEPTED AS ORIGINAL, UNDISTURBED MONUMENTS.
- THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND ARE SHOWN GRAPHICALLY HEREON. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#18	APR. 26, 2017	REC. NO. 03588703	SPECIAL WARRANTY DEED
#21	FEB. 04, 2019	REC. NO. 03696591	PLAT OF LYONS VILLAGE EAST
	APR. 26, 2017	REC. NO. 3588702	QUITCLAIM DEED
	OCT. 15, 2019	REC. NO. 03742435	ORDINANCE 0-2019-54
	FEB. 10, 2020	REC. NO. 03765233	PLAT OF LYONS VILLAGE EAST
			REPLAT A
	FEB. 09, 2020	REC. NO. 03766987	RELEASE OF EASEMENT
#23	JUN. 27, 2017	REC. NO. 03600104	LYONS VILLAGE EAST
			ANNEXATION MAP
#25	JAN. 27, 2005	REC. NO. 2660774	EASEMENT AGREEMENT
#26	APR. 11, 2006	REC. NO. 2769113	ORDINANCE NO. 800
	APR. 11, 2006	REC. NO. 2769112	ANNEXATION MAP
#27	FEB. 10, 2020	REC. NO. 03765233	PLAT OF LYONS VILLAGE EAST
			REPLAT A
#29	FEB. 19, 2020	REC. NO. 03766935	PLAT OF RAILROAD
			SUBDIVISION
- THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#10	OCT. 19, 1972	REC. NO. 39998	DECLARATION OF COVENANTS
#11	APR. 16, 1976	REC. NO. 173439	SERVICE PLAN
	MAY 06, 1976	REC. NO. 175714	FIRST AMENDMENT
	MAY 13, 1976	REC. NO. 176575	SECOND AMENDMENT
#12	MAR. 19, 1993	REC. NO. 01274954	SETTLEMENT AGREEMENT
#13	SEPT. 30, 2010	REC. NO. 03102102	FINDINGS AND DECREE
#14	FEB. 11, 2003	REC. NO. 2395078	LYONS PLANNING AREA
			COMPREHENSIVE DEVELOPMENT
			PLAN INTERGOVERNMENTAL
			AGREEMENT
	JUN. 22, 2011	REC. NO. 03155123	RESOLUTION 2011-23
	JUL. 14, 2011	REC. NO. 03159093	RE-RECORDED RESOLUTION
#15	AUG. 19, 2003	REC. NO. 2490437	INTERGOVERNMENTAL
			AGREEMENT
#16	NOV. 07, 2003	REC. NO. 2524695	BOULDER COUNTY COUNTYWIDE
			COORDINATED COMPREHENSIVE
			DEVELOPMENT PLAN
			INTERGOVERNMENTAL
			AGREEMENT
#17	OCT. 19, 2011	REC. NO. 03178050	INTERGOVERNMENTAL
			AGREEMENT
#19	OCT. 14, 2019	REC. NO. 03742072	RIGHT OF FIRST REFUSAL
			AGREEMENT
#20	OCT. 14, 2019	REC. NO. 03742071	MEMORANDUM OF AGREEMENT
#22	APR. 24, 2018	REC. NO. 03652025	ORDINANCE NO. 1018
#24	JAN. 29, 2004	REC. NO. 2553381	QUITCLAIM DEED AND RELEASE
#30	MAR. 02, 2020	REC. NO. 03769202	DEED OF TRUST



Vicinity Map  
NOT TO SCALE

**Surveyor's Certificate**  
TO GENERATOR DEVELOPMENT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(A), 7(B), 7(C), 11, 13, 18 & 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON DECEMBER 2, 2024.

DATE OF PLAT OR MAP: JANUARY 07, 2025

PURSUANT TO COLORADO STATE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS RULE 16(B)(2) THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JAMES Z. GOWAN  
COLORADO P.L.S. #29038  
VICE PRESIDENT, FLATIRON, INC.

REVISION	DATE
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ALTA/NSPS LAND TITLE SURVEY  
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JOB NUMBER:  
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DATE:  
01-07-2025  
DRAWN BY:  
M. ROBAK  
CHECKED BY:  
JJK/TDH

BY:ROBAK FILE:81913 ALTA TOPO C24.DWG DATE:1/7/2025 3:21 PM

**Depositing Certificate**  
SUBMITTED TO BOULDER COUNTY LAND USE FOR DEPOSITING ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

# ALTA/NSPS LAND TITLE SURVEY

LOTS 2 AND 3, LYONS VILLAGE EAST REPLAT A AND LOT 1, RAILROAD SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 70 WEST OF THE 6TH P.M., CITY OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 4

TOTAL AREA = 363,162 SQ. FT., OR 8.34 ACRES, MORE OR LESS

## Boundary Closure Report

PARCEL A - LOT 3, AND PARCEL B:

COURSE: S00°15'07"W LENGTH: 308.26'  
 COURSE: N83°57'53"W LENGTH: 122.98'  
 COURSE: S00°14'47"W LENGTH: 106.00'  
 COURSE: N74°59'35"W LENGTH: 139.45'  
 COURSE: N63°22'41"W LENGTH: 92.63'  
 COURSE: N57°56'06"W LENGTH: 77.33'

LENGTH: 131.44' RADIUS: 205.00'  
 DELTA: 036°44'11" COURSE: N76°18'09"W  
 CHORD: 129.20'

COURSE: S85°19'49"W LENGTH: 99.19'  
 COURSE: S80°38'57"W LENGTH: 34.59'  
 COURSE: N00°30'05"E LENGTH: 200.31'  
 COURSE: N84°22'07"E LENGTH: 667.13'

AREA: 182,226 SQ. FT. COURSE: N01°40'45"E  
 ERROR CLOSURE: 0.01' EAST: 0.000'  
 ERROR NORTH: 0.009'

PRECISION 1: 197707

PARCEL A - LOT 2:

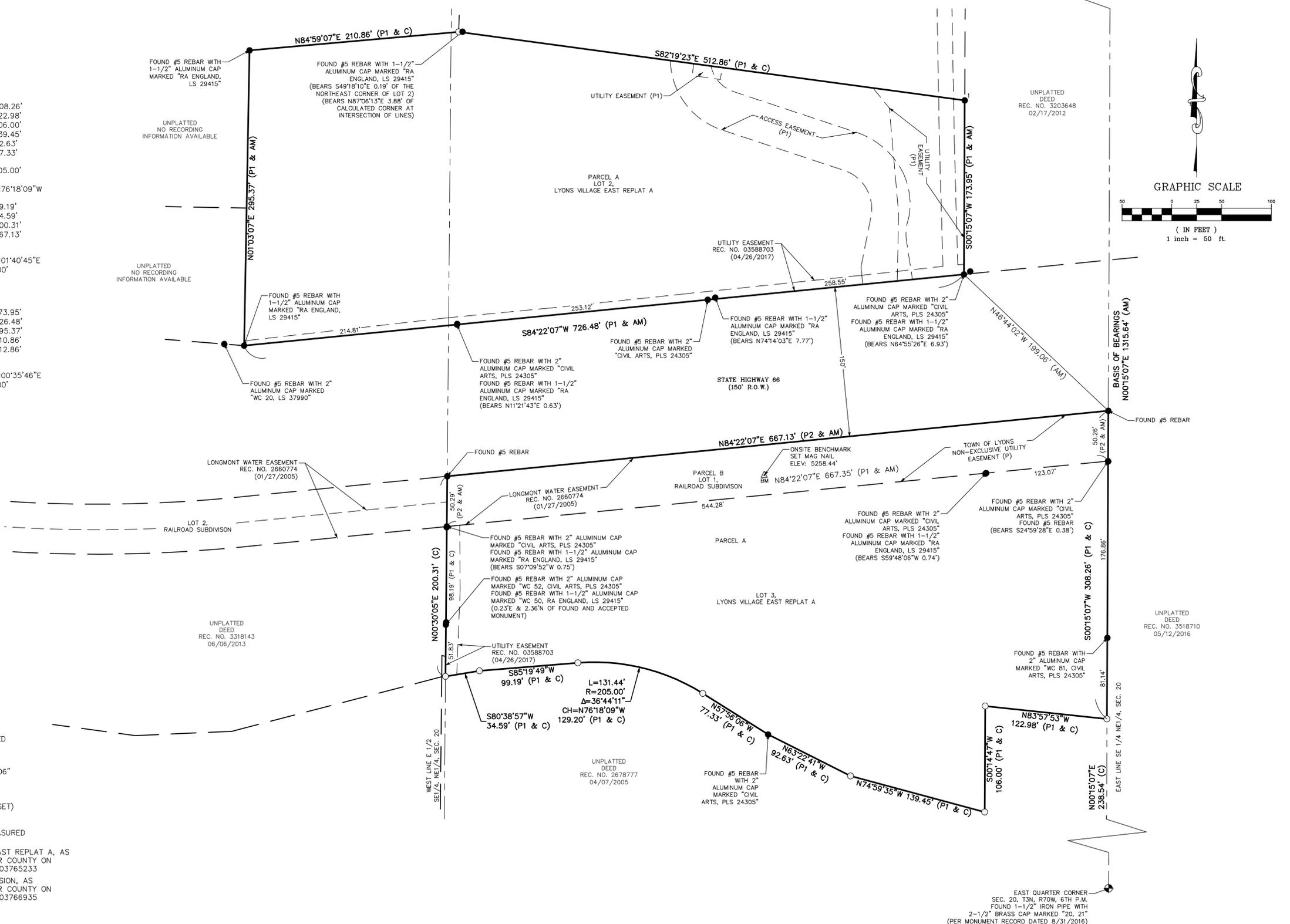
COURSE: S00°15'07"W LENGTH: 173.95'  
 COURSE: S84°22'07"W LENGTH: 726.48'  
 COURSE: N01°03'07"E LENGTH: 295.37'  
 COURSE: N84°59'07"E LENGTH: 210.86'  
 COURSE: S82°19'23"E LENGTH: 512.86'

AREA: 180,936 SQ. FT. COURSE: N00°35'46"E  
 ERROR CLOSURE: 0.00' EAST: 0.000'  
 ERROR NORTH: 0.004'

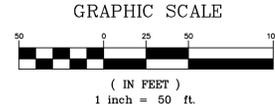
PRECISION 1: 1919520000

## Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND 1" BRASS TAG "FLATSURV LS16406"
- ▲ FOUND BENCHMARK AS DESCRIBED
- CALCULATED POSITION (NOT FOUND OR SET)
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (P1) AS PER THE PLAT OF LYONS VILLAGE EAST REPLAT A, AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY ON FEBRUARY 10, 2020 AT RECEPTION NO. 03765233
- (P2) AS PER THE PLAT OF RAILROAD SUBDIVISION, AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY ON FEBRUARY 19, 2020 AT RECEPTION NO. 03766935
- ELEV ELEVATION



NORTH 1/16TH CORNER, SEC. 20-SEC. 21, T3N, R70W, 6TH P.M. FOUND #5 REBAR WITH 2" ALUMINUM CAP MARKED "LEE W. STADELE N1/16, S20, S21, 2000 LS 26300" (PER MONUMENT RECORD DATED 8/31/2016)



REVISION	DATE
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ALTA/NSPS LAND TITLE SURVEY  
 PREPARED FOR  
 GENERATOR DEVELOPMENT  
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 CHECKED BY: JJK/TDH

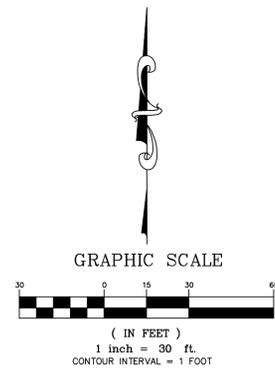
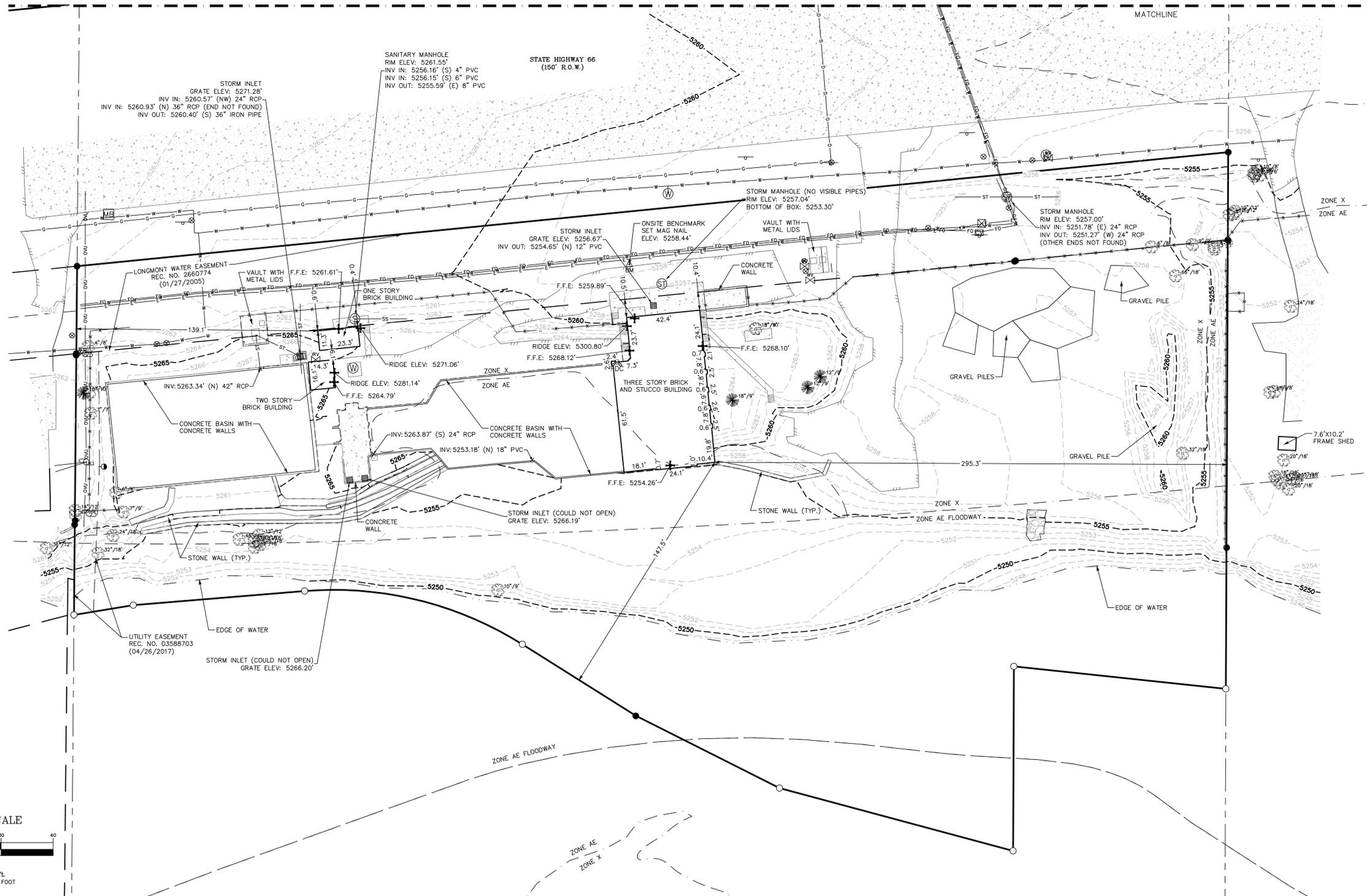
BY:ROBAK FILE:81913 ALTA TOPO C24.DWG DATE:1/7/2025 3:21 PM

# ALTA/NSPS LAND TITLE SURVEY

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SHEET 3 OF 4

TOTAL AREA = 363,162 SQ. FT., OR 8.34 ACRES, MORE OR LESS



REVISION	DATE
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ALTA/NSPS LAND TITLE SURVEY  
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BY: MROBAK FILE: 81913 ALTA TOPO C24.DWG DATE: 1/7/2025 3:20 PM

# ALTA/NSPS LAND TITLE SURVEY

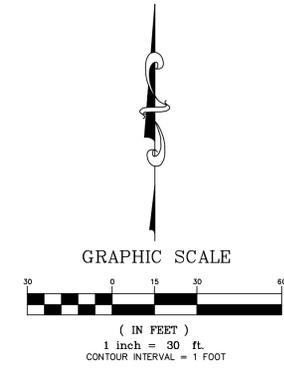
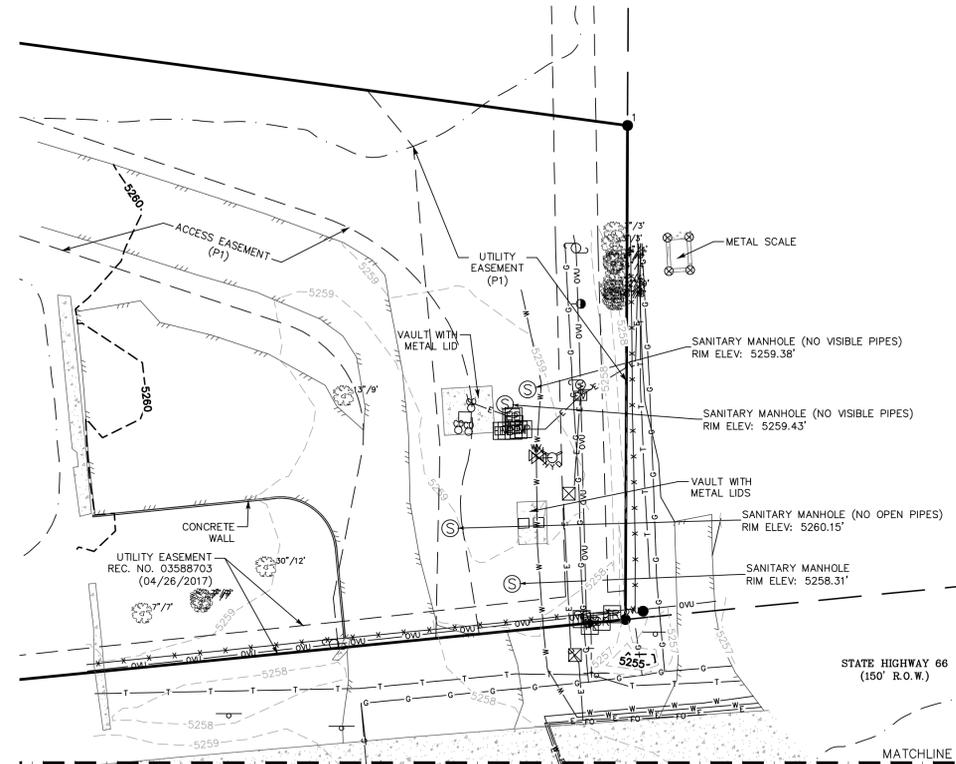
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SHEET 4 OF 4

TOTAL AREA = 363,162 SQ. FT., OR 8.34 ACRES, MORE OR LESS

## Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND 1" BRASS TAG "FLATSURV LS16406"
- FOUND BENCHMARK AS DESCRIBED
- CALCULATED POSITION (NOT FOUND OR SET)
- AS MEASURED AT TIME OF SURVEY
- CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- AS PER THE PLAT OF LYONS VILLAGE EAST REPLAT A, AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY ON FEBRUARY 10, 2020 AT RECEPTION NO. 03765233
- AS PER THE PLAT OF RAILROAD SUBDIVISION, AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY ON FEBRUARY 19, 2020 AT RECEPTION NO. 03766935
- CONCRETE
- EDGE OF ASPHALT
- GRAVEL
- FLAGSTONE
- FENCE
- SIGN
- BOLLARD
- DECIDUOUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
- CONIFEROUS TREE (TRUNK DIAMETER/DRIP LINE RADIUS)
- WATER LINE
- WATER LINE SCALED FROM MAPS
- WATER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- IRRIGATION VALVE
- SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- CLEANOUT
- STORM SEWER LINE
- STORM SEWER MANHOLE
- GRATE INLET
- ELECTRIC LINE
- TRANSFORMER
- ELECTRIC METER
- ELECTRICAL PANEL
- ELECTRIC VAULT
- OVERHEAD UTILITY LINE
- UTILITY POLE
- GUY WIRE
- CABLE/FIBEROPTIC RISER
- CABLE/FIBEROPTIC VAULT
- FIBEROPTIC LINE
- TELEPHONE LINE
- TELEPHONE RISER
- GAS LINE
- LOCATION OF BUILDING HEIGHT/FINISHED FLOOR
- MAILBOX
- FINISHED FLOOR ELEVATION
- ELEVATION
- INVERT



REVISION	DATE
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DRAWN BY:  
M. ROBAK  
CHECKED BY:  
JJK/TDH



## Lyons Ute Highway Streambank Stabilization

### HYDRAULIC STUDY REPORT

February 2024

Submitted by:



Werner Water Engineering, LLC  
Loveland, CO



## Introduction

This report summarizes the hydraulic analysis of the proposed river improvements on the St. Vrain Creek near Lyons, Colorado. The proposed project was designed and analyzed in a hydraulic study completed by Werner Water Engineering under the guidance of a licensed professional engineer in the State of Colorado. The goal of this study is to ensure that the proposed design complies with the requirements of the National Flood Insurance Program (NFIP) for the alteration of a watercourse and to obtain a floodplain development permit that is required in order to advance to the construction phase of the project.

## Project Location

The project location is at 4652 Ute Highway along the St. Vrain Creek near Lyons, Colorado. The project is the site of the old Longmont water treatment plant located east of the Highway 36 and Highway 66 intersection. The project location is shown in Figure 1.

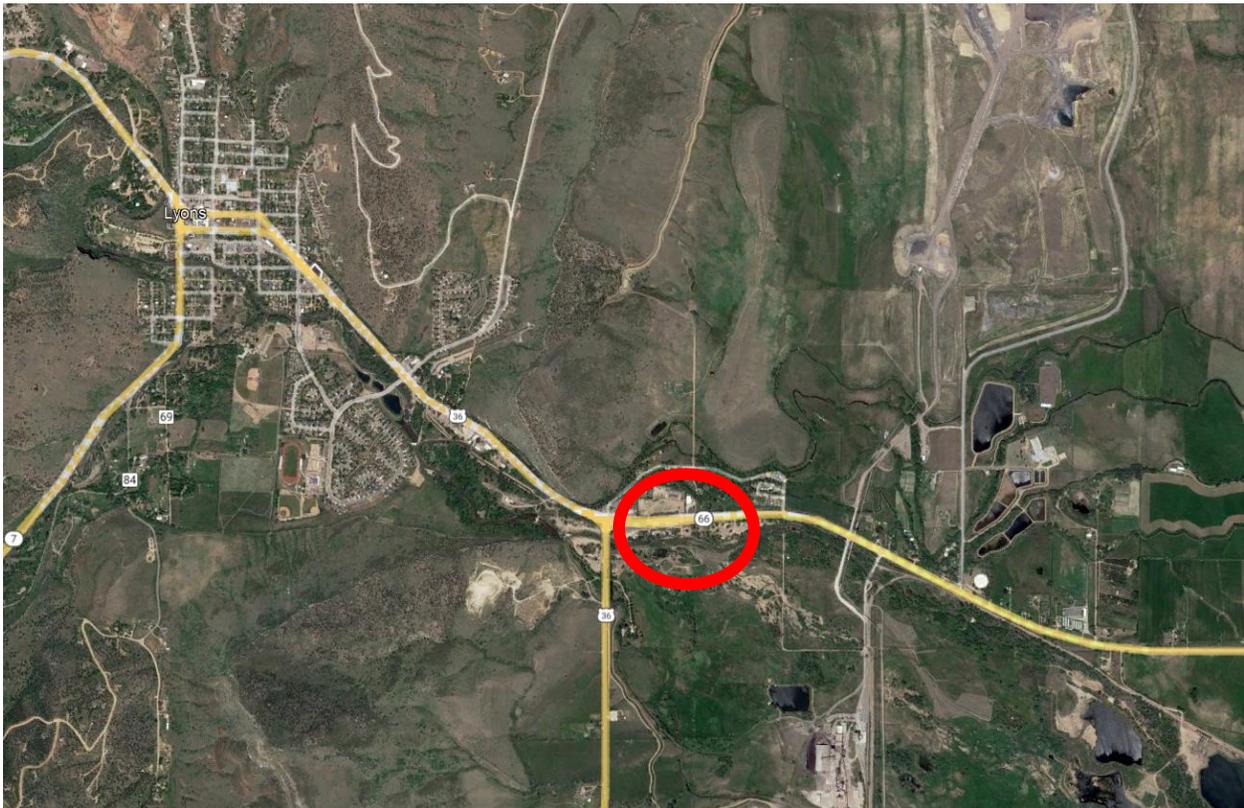


Figure 1: Project location map

## Project Description

In 2013 a 500-year flood occurred on the St. Vrain River near Lyons, Colorado that caused significant damage to the watershed and nearby properties. One of the properties damaged was 4652 Ute Highway

in Lyons, Colorado, which is located on the North Bank of the St. Vrain. This address is the location of the old Longmont water treatment plant. During the event, significant flood damage occurred to the stream bank of the property and extended up to the treatment buildings. Damage included steep, eroded stream banks and build-up of concrete and metal debris from old structures and piping located within the floodplain.

### Existing Conditions

The creek through this reach is one of the last reaches of the St. Vrain that has not been restored after the floods. Restoration work has been conducted downstream of the site by Boulder County and the property owner on the south side of the St. Vrain Creek has restored their banks, leaving this property as the sole property in the reach with remaining flood damage. The river in this reach is gently sloped and largely linear in nature. Several cottonwoods have survived the flood on this bank and there is an existing drop structure at the upstream end of the property that spans the river. In the time since the flood cottonwoods and willows have started to reestablish in the riparian area.

The Figures below show the existing conditions at the site:



*Figure 2 Upstream design area from the middle of the site*



*Figure 3 Downstream design area from the middle of the site*

## Proposed Activities

The proposed project will clean up the debris on the site and stabilize and restore the streambanks and channel of the St. Vrain Creek.

The existing debris will be removed from this site that was left from the 2013 floods. This debris includes concrete, asphalt, pipes, and other materials that don't belong in the riparian and stream area.

The current channel is over widened through the site which is causing aggradation in the area. Immediately downstream of the property, Boulder County did a stream restoration project after the 2013 floods and the proposed channel grading will tie into the channel constructed during that project with similar channel dimensions. This will help stabilize the channel and facilitate sediment transport through the reach that is currently geomorphically unstable. The proposed channel will be a multistage channel with a low flow channel, bankfull channel, and a floodplain bench. Appropriately spaced riffles and pools will be included.



The bank stabilization in the upstream 150 feet of improvements is space limited by existing infrastructure and will include multiple single stacked boulder terraces. The downstream 275 feet of bank stabilization is not limited by existing infrastructure and the bank will be graded at a 3:1 slope and revegetated.

The total length of the improvements is 630 feet along the proposed channel centerline. The proposed bankfull width is 45-50 feet with pool riffle sequences spaced at approximately 5 times the bankfull width.

The channel and channel edge will be constructed with native cobble material. The channel has self armored over the past 10 years post flood. During construction, the existing channel cobble material will be reused as the channel material in the finished state. During many post flood projects, it was identified that an average material size of 3 inches is sufficient for the St. Vrain near Lyons. The natural armor layer material meets this specification. It is expected that with no sharp bends or local erosion points in the reach that there is not a requirement for additional hard armoring. Any local scour or erosion that occurs in the future will be maintained by the owner.

The floodplain bench area has been graded to function as floodplain, but to also allow for future plans for access to the river. Future access paths or gathering areas will be determined as the property is developed, but will be done in a way that is appropriate for a floodplain bench and will not alter the modeled roughness of the bench.

## **National Flood Insurance Program Compliance**

The proposed project is located within a FEMA regulated and mapped floodway and floodplain and must comply with the local and federal floodplain development regulations. The project property has been annexed into the Town of Lyons. The Town of Lyons is the floodplain manager for the proposed project.

The project is located within a mapped floodway, therefore, it has been designed to meet a no-rise condition. By meeting the no-rise condition a Conditional Letter of Map Revision (CLOMR) from FEMA will not be required.

As discussed in the Hydraulic Design Process below, the comparison for compliance is being made based on a Letter of Map Revision (LOMR), that was submitted by Boulder County. This is the effective model for this area and it was based on and updated from the Colorado Hazard Mapping Program (CHAMP) study completed for the St. Vrain Creek.

## **Hydraulic Design Process**

The hydraulic design process is described in this section that supports the projects compliance with the Town of Lyons Municipal Code, State of Colorado Rules and Regulations for Floodplain, and NFIP regulations.



The effective study for the St. Vrain Creek is an approved LOMR completed by Boulder County. The LOMR has a FEMA Case Number of 20:08:0602P and has an effective date of December 8, 2020. This is the effective and the best available data to base the hydraulic design on.

As a part of the design effort, several model plans have been created to evaluate the flood impacts of the proposed project as a part of the floodplain development permit process. The models are the effective, duplicate effective, existing and proposed. A brief description of each model follows:

**Effective**—The effective model is the model the December 8, 2020 LOMR was based on. The LOMR model has two plans as a part of the LOMR. Both plans have the same results in the project reach. The plan titled EWP\_LORM\_Multiprofile\_Run was used as effective. The effective model was created in HEC-RAS version 5.0.1.

**Duplicate Effective**—the Duplicate Effective model was a recreation of the effective model in HEC-RAS 6.4.1. A new plan was created with all model inputs unaltered.

**Existing**—The existing conditions model includes additional cross sections to model the proposed project with updated geometry to match the project survey.

**Proposed**—the proposed geometry of the project. The existing model was used as the base model. This plan in the model is named Proposed.

## Modeling Software

The hydraulic modeling for the project has been computed using HEC-RAS version 6.4.1.

## Topographic Data

The topographic data is a combination of 2014 LiDAR and collected site survey. The site survey was collected in April 2017 by Flatirons, Inc.

The horizontal projection used is NAD 1983 (2011) State Plane Colorado North FIPS 0501 (US Feet). The vertical datum used is NAVD 88.

## Structures

There are no structures proposed or modeled as a part of the project.

## Boundary Conditions

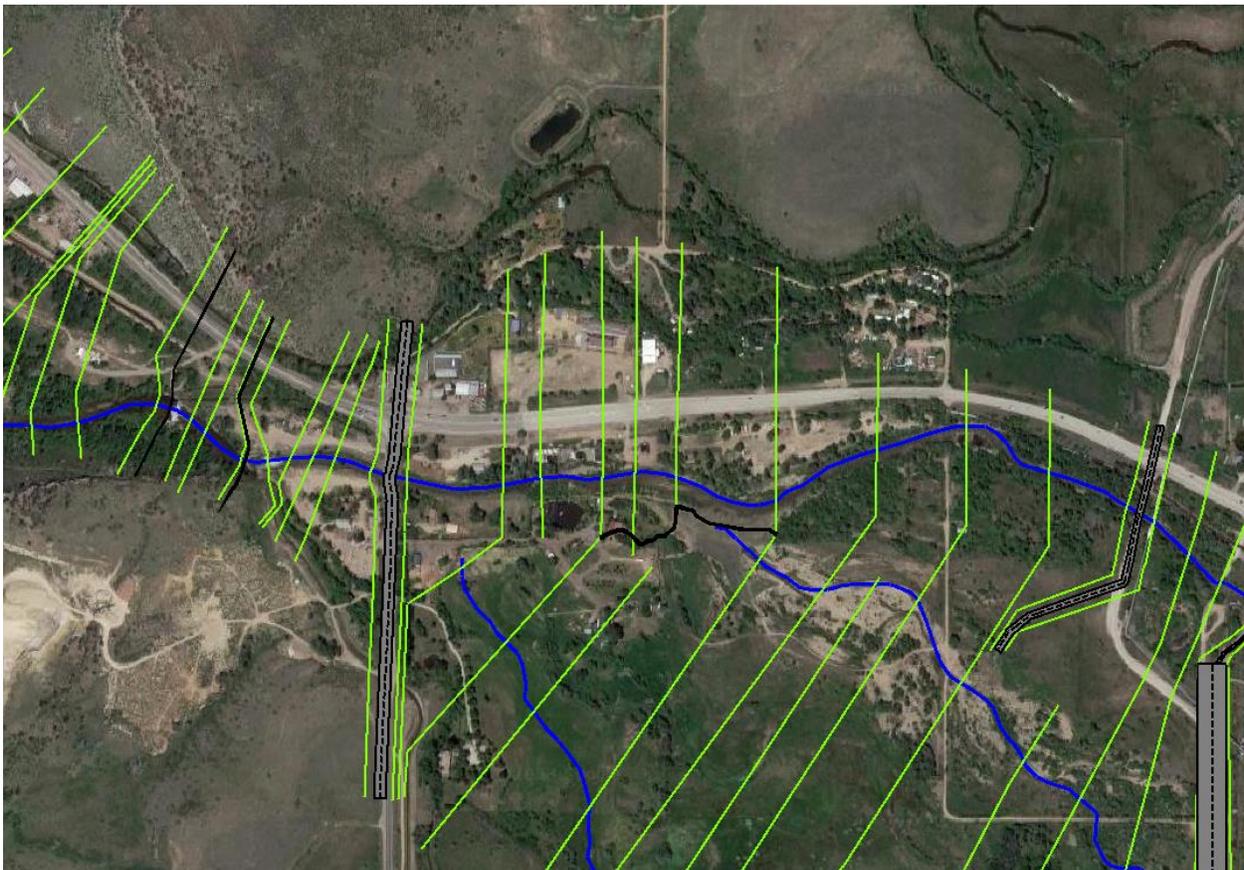
The boundary conditions of the model were unchanged from the LOMR model and set as a known water surface elevation. The downstream boundary condition is a significant distance downstream and though FEMA prefers a normal depth is used for the boundary condition, the use of known water surfaces would have no impact on the proposed project due to the distance. The model is run with only subcritical conditions and does not require an upstream boundary condition.

## Hydrology

The hydrology is based on the Hydrologic Evaluation of the St. Vrain Watershed Post September 2013 Flood Event prepared by Jacobs in August 2014. The hydrology was unchanged in the hydraulic model and matches the LOMR.

## Geometry

The cross section locations from the effective model were used with additional cross sections to model the proposed improvements in greater detail. The geometry of the duplicate effective model was the same as the effective model. The existing condition model geometry was determined from an existing conditions survey combined with 2014 LiDAR and added cross sections to accurately model the project reach. One cross section was added near the upstream boundary of the project and a second was added at a natural pinch point that occurs downstream of the existing structures. The cross sections were developed using AutoCAD Civil3D and imported into HEC-RAS. Cross Section 175848.2 cuts through the existing building and in the area of the building the geometry from the CHAMP model cross section was carried over. The n values were established to be consistent with the effective model cross sections. The proposed condition adds the proposed grades of the project to the cross sections modeled in the existing conditions. Figure 4 shows the locations of the model cross sections.



*Figure 4 Model Cross Section Locations*



The Manning's n roughness coefficients in the model were maintained from the effective model. The added cross sections in the existing and proposed geometries were established to be consistent with the effective and appropriate for the proposed final condition.

The contraction and expansion coefficients were set to 0.1 and 0.3 respectively for all added cross sections. The coefficients at all cross sections that were existing in the effective model were not modified.

## Results

### CHAMP Model

The CHAMP Model results were taken from the HEC-RAS model used in the LOMR that is the effective model. The EWP\_LORM\_Multiprofile\_Run plan was used for the basis on comparison. The model was not truncated so the model contains all the cross sections, however, for ease of comparison only the data for cross sections in the vicinity of the project are shown in Table 1.

*Table 1 Effective Water Surface Elevations*

Reach	River Sta	W.S. Elev (ft)
SVC_RM1	177461.6	5271.65
SVC_RM1	177355.2	5271.59
SVC_RM1	177244	5271.54
SVC_RM1	177141.3	5271.53
SVC_RM1	176962.2	5271.44
SVC_RM1	176888 SVC_97, US HW 36	
SVC_RM1	176782.2	5265.49
SVC_RM1	176708.6	
SVC_RM1	176324.2	5262.36
SVC_RM1	176308.6	
SVC_RM1	175848.2	5256.64
SVC_RM1	175838.7	
SVC_RM1	175486.2	5253.74
SVC_RM1	175408.2	
SVC_RM1	174985.1	5249.15

### Duplicate Effective Model

The duplicate effective model was a new plan within the HEC-RAS model with the same inputs and settings as the effective model. The results of the duplicate effective reproduced the same results as the effective model plan near the proposed project. There were two cross sections upstream of the McConnell Drive Bridge that had 0.01 difference and 0.17 difference upstream of the bridge at cross section 172250.6. These cross sections had no change between the duplicate effective, existing, and proposed condition plans. The results in the project area are shown in *Table 2*.

Table 2 CHAMP and Duplicate CHAMP Results

Reach	River Sta	Effective	Dup.	Difference
		W.S. Elev (ft)	Effective W.S. Elev (ft)	
SVC_RM1	177461.6	5271.65	5271.65	0
SVC_RM1	177355.2	5271.59	5271.59	0
SVC_RM1	177244	5271.54	5271.54	0
SVC_RM1	177141.3	5271.53	5271.53	0
SVC_RM1	176962.2	5271.44	5271.44	0
SVC_RM1	176888 SVC_97, US HW 36			
SVC_RM1	176782.2	5265.49	5265.49	0
SVC_RM1	176708.6			
SVC_RM1	176324.2	5262.36	5262.36	0
SVC_RM1	176308.6			
SVC_RM1	175848.2	5256.64	5256.64	0
SVC_RM1	175838.7			
SVC_RM1	175486.2	5253.74	5253.74	0
SVC_RM1	175408.2			
SVC_RM1	174985.1	5249.15	5249.15	0

### Existing Conditions Model

The next model computed was the existing conditions model. The existing conditions model added cross sections to model the proposed improvements. Table 3 shows the duplicate effective and existing water surface elevations. The duplicate effective results shown in red are a linear interpolation to allow for comparison of results at the added cross sections in the existing conditions plan.

In the project area there are various rises and decreases in the water surface elevations due to increased detail in the model by adding cross sections. This is expected when adding cross sections and detail to hydraulic model. There is a natural pinch in the floodplain at the added cross section at river station 175692.7 that causes a rise that propagates upstream.



Table 3 Duplicate Effective and Existing Results

Reach	River Sta	Dup.	Existing	Difference
		Effective		
		W.S. Elev	W.S. Elev	EC-Dup Eff
		(ft)	(ft)	(ft)
SVC_RM1	177461.6	5271.65	5271.65	0
SVC_RM1	177355.2	5271.59	5271.58	-0.01
SVC_RM1	177244	5271.54	5271.54	0
SVC_RM1	177141.3	5271.53	5271.52	-0.01
SVC_RM1	176962.2	5271.44	5271.44	0
SVC_RM1	176888 SVC_97, US HW 36			
SVC_RM1	176782.2	5265.49	5265.22	-0.27
SVC_RM1	176708.6			
SVC_RM1	176324.2	5262.36	5263.26	0.9
SVC_RM1	176308.6			
SVC_RM1	176137.1	5260.11	5261.24	1.13
SVC_RM1	175848.2	5256.64	5258.67	2.03
SVC_RM1	175838.7			
SVC_RM1	175692.7	5255.39	5256.74	1.35
SVC_RM1	175486.2	5253.74	5253.74	0
SVC_RM1	175408.2			
SVC_RM1	174985.1	5249.15	5249.15	0

### Proposed Conditions Model

The proposed conditions geometry was added to the existing conditions model. The resulting water surface elevations and comparisons to the existing are shown in Table 4. The project only causes changes in water surface elevations at three cross sections, and the changes are all decreases with a maximum decrease of 0.26 feet.

The proposed project does not cause an increase or decrease in water surface elevation of more than 0.3 feet, therefore, Section H of Rule 12 of the Colorado Rules and Regulations for Regulatory Floodplains will not apply, and the project will not be required, by statute, to obtain a LOMR upon project completion.



Table 4 Proposed Condition Comparisons

Reach	River Sta	Existing	Proposed	Difference
		W.S. Elev (ft)	W.S. Elev (ft)	PC-EC (ft)
SVC_RM1	177461.6	5271.65	5271.65	0
SVC_RM1	177355.2	5271.58	5271.58	0
SVC_RM1	177244	5271.54	5271.54	0
SVC_RM1	177141.3	5271.52	5271.52	0
SVC_RM1	176962.2	5271.44	5271.44	0
SVC_RM1	176888 SVC_97, US HW 36			
SVC_RM1	176782.2	5265.22	5265.22	0
SVC_RM1	176708.6			
SVC_RM1	176324.2	5263.26	5263.26	0
SVC_RM1	176308.6			
SVC_RM1	176137.1	5261.24	5260.98	-0.26
SVC_RM1	175848.2	5258.67	5258.46	-0.21
SVC_RM1	175838.7			
SVC_RM1	175692.7	5256.74	5256.65	-0.09
SVC_RM1	175486.2	5253.74	5253.74	0
SVC_RM1	175408.2			
SVC_RM1	174985.1	5249.15	5249.15	0

### Floodway

The floodway at the added cross sections was interpolated graphically in Civil3d for the effective limits. A floodway run was created in the model using the interpolated limits as the encroachment stations and the resulting surcharges are equal to or less than 0.5 feet.

### NFIP Compliance

For NFIP compliance the existing versus proposed water surface elevations were compared for the 100-year flow rates. As shown in Table 4, there are no rises with the proposed conditions versus the existing.

### Other Permits

The project also requires a permit for compliance with Section 404 of the Clean Water Act from the Army Corps of Engineers. The project has been authorized under a Nationwide Permit (NWP 27) for compliance with Section 404.

Per the Army Corps of Engineers:

*Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat*



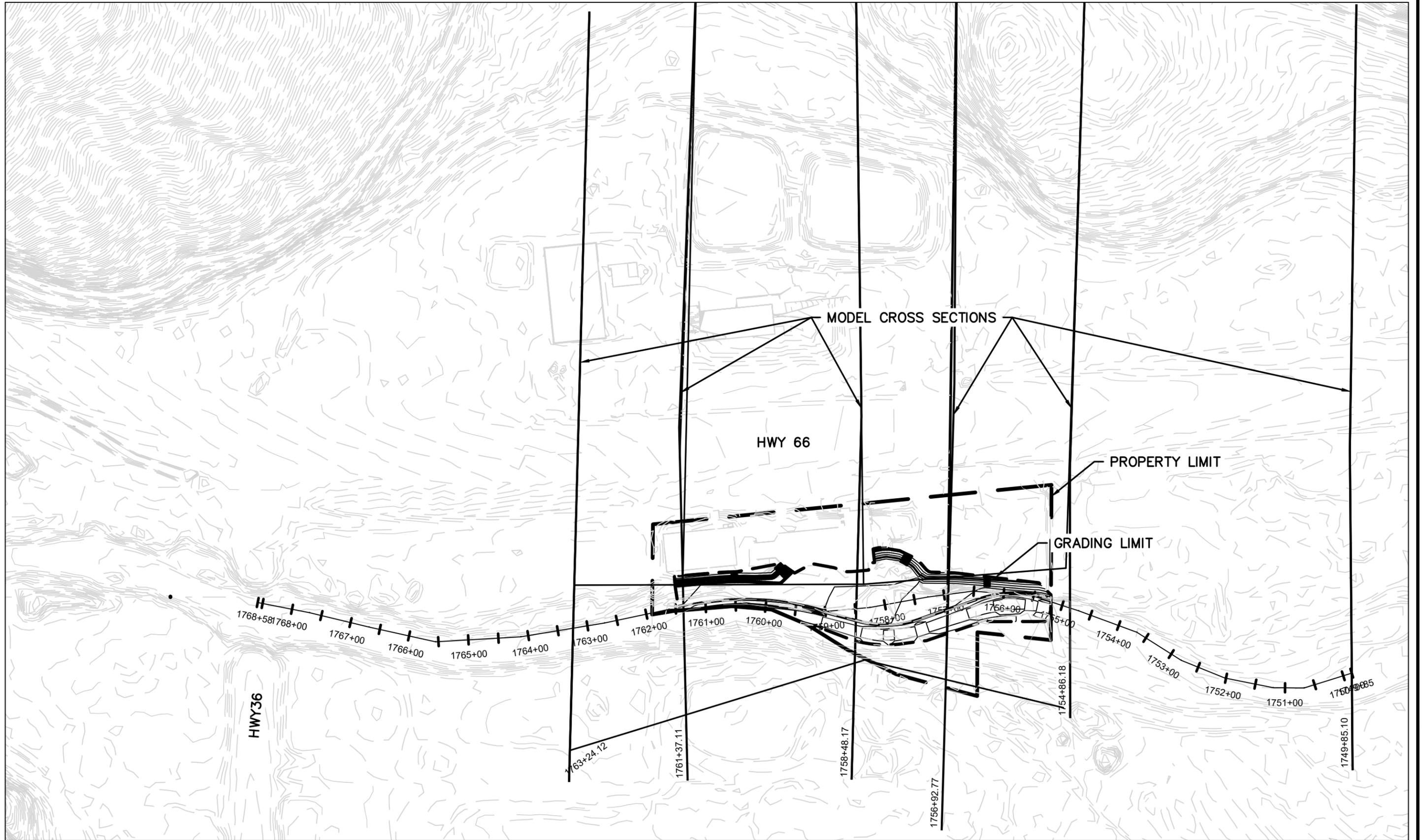
*(or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized.*

A habitat survey was completed as a part of the application for the Nationwide Permit 27 verification.



## Appendix A – Floodplain Drawings

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Job Number	
Prepared For	

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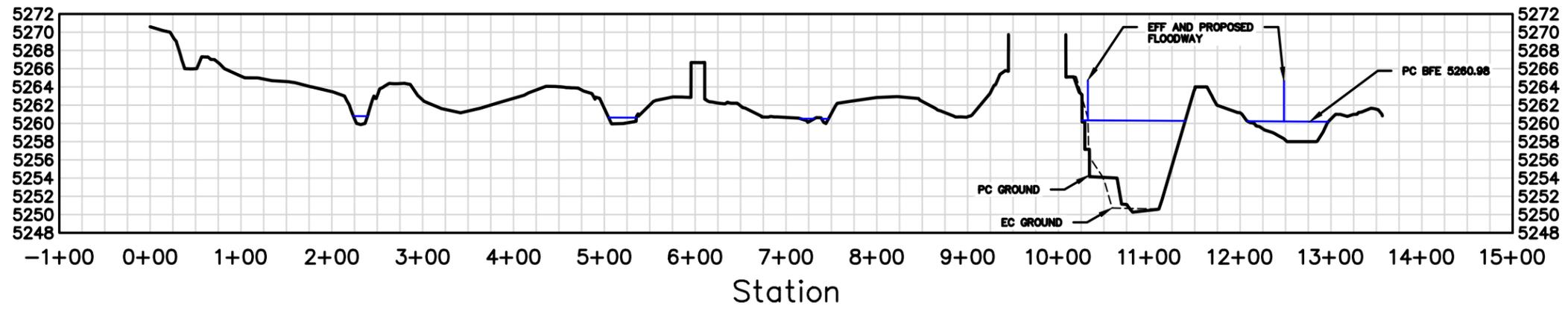


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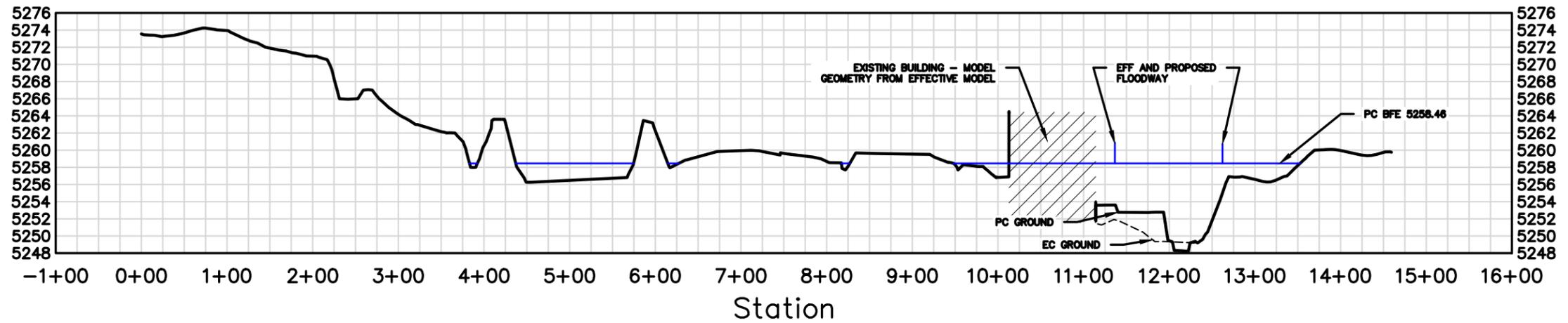
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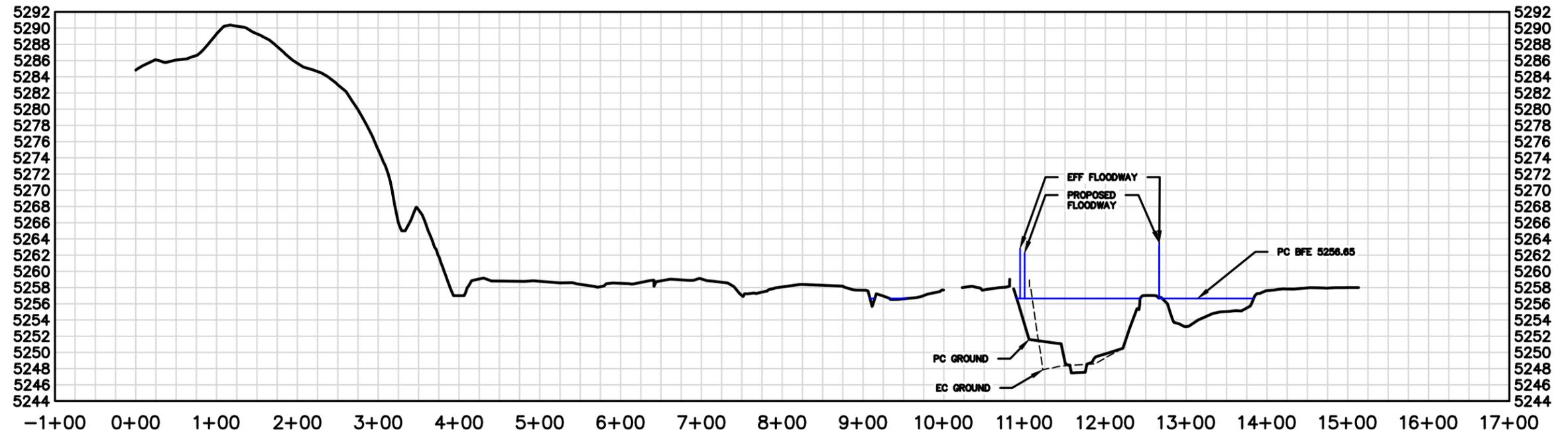
176137.11 Profile



175848.2 Profile



175692.77 Profile



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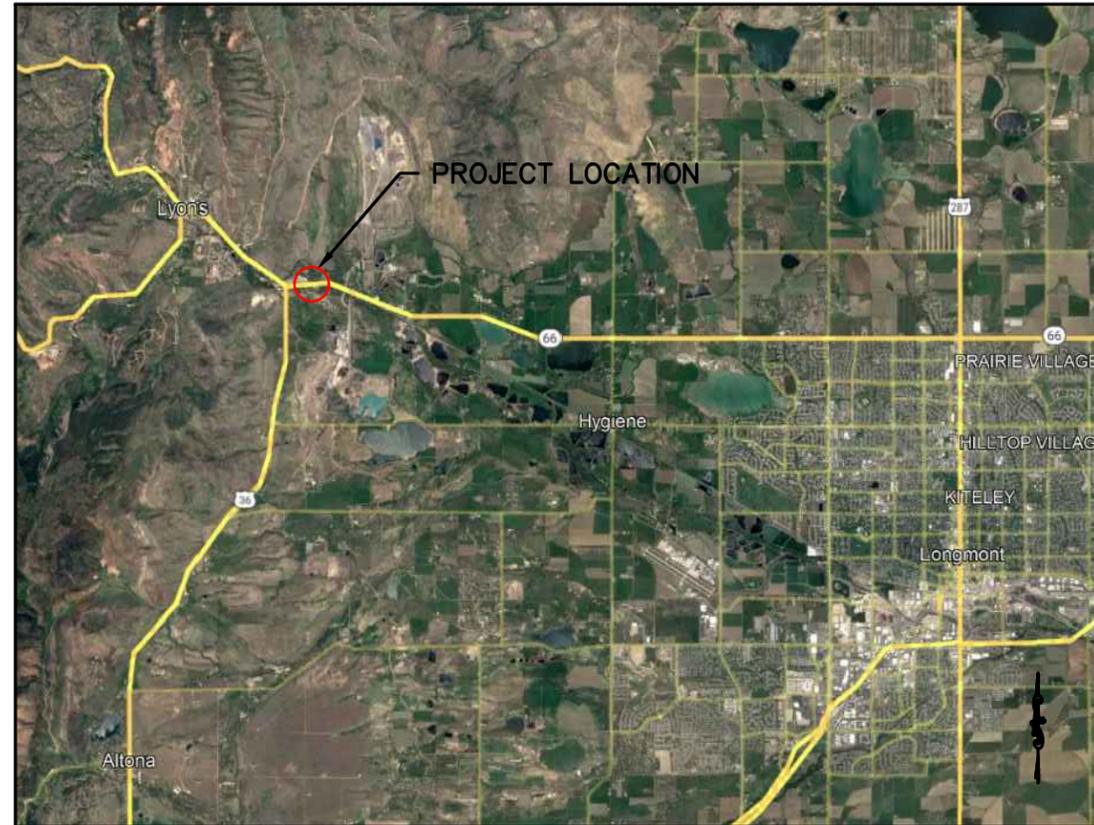
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Sheet <b>12</b>	of <b>12</b>
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# LYONS UTE HIGHWAY STREAMBANK STABILIZATION PROJECT

## LYONS, COLORADO

### FEBRUARY 2024



VICINITY MAP

**GENERAL NOTES:**

1. THE CONTRACTOR SHALL LOCATE ALL UTILITIES ON-SITE, COORDINATE CONSTRUCTION WITH ALL UTILITY OWNERS AND BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR MUST SCHEDULE ANY REQUIRED UTILITY ADJUSTMENTS WITH THE UTILITY OWNER TO ELIMINATE CONFLICTS.
2. THE CONTRACTOR SHALL CONFORM TO ALL PLAN AND SPECIFICATIONS SHOWN HEREIN AND NOTIFY THE ENGINEER IMMEDIATELY UPON THE DISCOVERY OF CONFLICTS OR CHANGES NOT CONSISTENT WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL HAVE COPIES OF ANY REQUIRED PERMITS ON SITE AT ALL TIMES AND COMPLY WITH ALL REQUIREMENTS OF ALL PERMITS AT ALL TIMES.
4. PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING ALL REQUIRED PLANS, INCLUDING DELIVERY AND STORAGE OF MATERIALS AND SITE EQUIPMENT, SITE ACCESS, EROSION CONTROL, TRAFFIC CONTROL, WATER CONTROL, AND DE-WATERING.
5. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING SITE INFRASTRUCTURE AND VEGETATION AS DIRECTED BY THE OWNER'S REPRESENTATIVE, INCLUDING BUT NOT LIMITED TO, CONCRETE, ASPHALT, SITE CIRCULATION PATHS, CURB AND GUTTER, PIPES, TREES, SHRUBS, GRASSES AND ALL SOFT OR HARDSCAPE OUTSIDE OF THE IMMEDIATE CONSTRUCTION AREA AND ITS REPLACEMENT IN THE EVENT OF DAMAGE TO EQUAL OR BETTER CONDITION.
6. IN AREAS OF DISTURBANCE, THE CONTRACTOR SHALL REMOVE AND STOCKPILE THE TOP 6" OF TOPSOIL AND REPLACE AND RE-VEGETATE AFTER CONSTRUCTION. SALVAGED TOPSOIL SHALL BE STOCKPILED IN AREAS THAT SHALL NOT INTERFERE WITH CONSTRUCTION PHASES AND AT LEAST 15 FEET AWAY FROM AREAS OF CONCENTRATED FLOWS OR PAVEMENT. THE SLOPES OF THE STOCKPILE SHALL NOT EXCEED 2:1 HORIZONTAL TO VERTICAL. A SILT FENCE OR OTHER ADEQUATE EROSION CONTROL SHALL BE INSTALLED AROUND THE PERIMETER OF EACH STOCKPILE. TOPSOIL FROM ANY RIPARIAN AREAS SHALL BE STOCKPILED SEPARATELY FROM OTHER TOPSOIL AND SHALL BE REINSTALLED IN RIPARIAN AREAS.
7. IF PREVIOUSLY UNKNOWN HISTORIC OR ARCHEOLOGICAL REMAINS ARE DISCOVERED DURING CONSTRUCTION, THE CONTRACTOR MUST IMMEDIATELY STOP WORK AND NOTIFY BOTH THE OWNER'S REPRESENTATIVE OF THESE ITEMS AND WORK MAY NOT COMMENCE UNTIL WRITTEN APPROVAL IS GIVEN TO PROCEED.
8. THE CONTRACTOR MUST BE AVAILABLE TO PROVIDE ALL NECESSARY RESOURCES FOR PERIODIC INSPECTIONS FROM REGULATORY AGENCIES, INCLUDING BUT NOT LIMITED TO THE UNITED STATES ARMY CORPS OF ENGINEERS OR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AT ANY TIME DURING THE CONSTRUCTION TIME PERIOD. THIS PERIOD INCLUDES PRE-CONSTRUCTION AND POST-CONSTRUCTION.
9. THE CONTRACTOR MUST MEET ALL REQUIREMENTS FOR BMP'S AS DESCRIBED IN THE CONSTRUCTION SPECIFICATIONS.
10. THE CONTRACTOR IS RESPONSIBLE FOR MONITORING ALL SITE SAFETY REQUIREMENTS AND REGULATIONS THROUGH THE ENTIRE DURATION OF ON-SITE CONSTRUCTION ACTIVITIES.
11. THE CONTRACTOR SHALL OBTAIN AT THEIR EXPENSE ANY AND ALL DISCHARGE PERMITS NECESSARY TO PERFORM THE WORK DESCRIBED HEREIN, WHICH MAY BE SUBJECT TO THE PROVISIONS OF THE COLORADO WATER QUALITY ACT AND THE COLORADO DISCHARGE PERMIT REGULATIONS.
12. ANY ADDITIONAL COSTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
13. THE CONTRACTOR IS RESPONSIBLE FOR MANAGING A SAFE SITE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
14. THE CONTRACTOR SHALL CALL 2-BUSINESS DAYS IN ADVANCE FOR MARKING OF UNDERGROUND MEMBER UTILITIES BEFORE BEGINNING CONSTRUCTION, GRADING, OR EXCAVATING.



CALL UTILITY NOTIFICATION

COLORADO ONE-CALL DIG:  
1-800-922-1987

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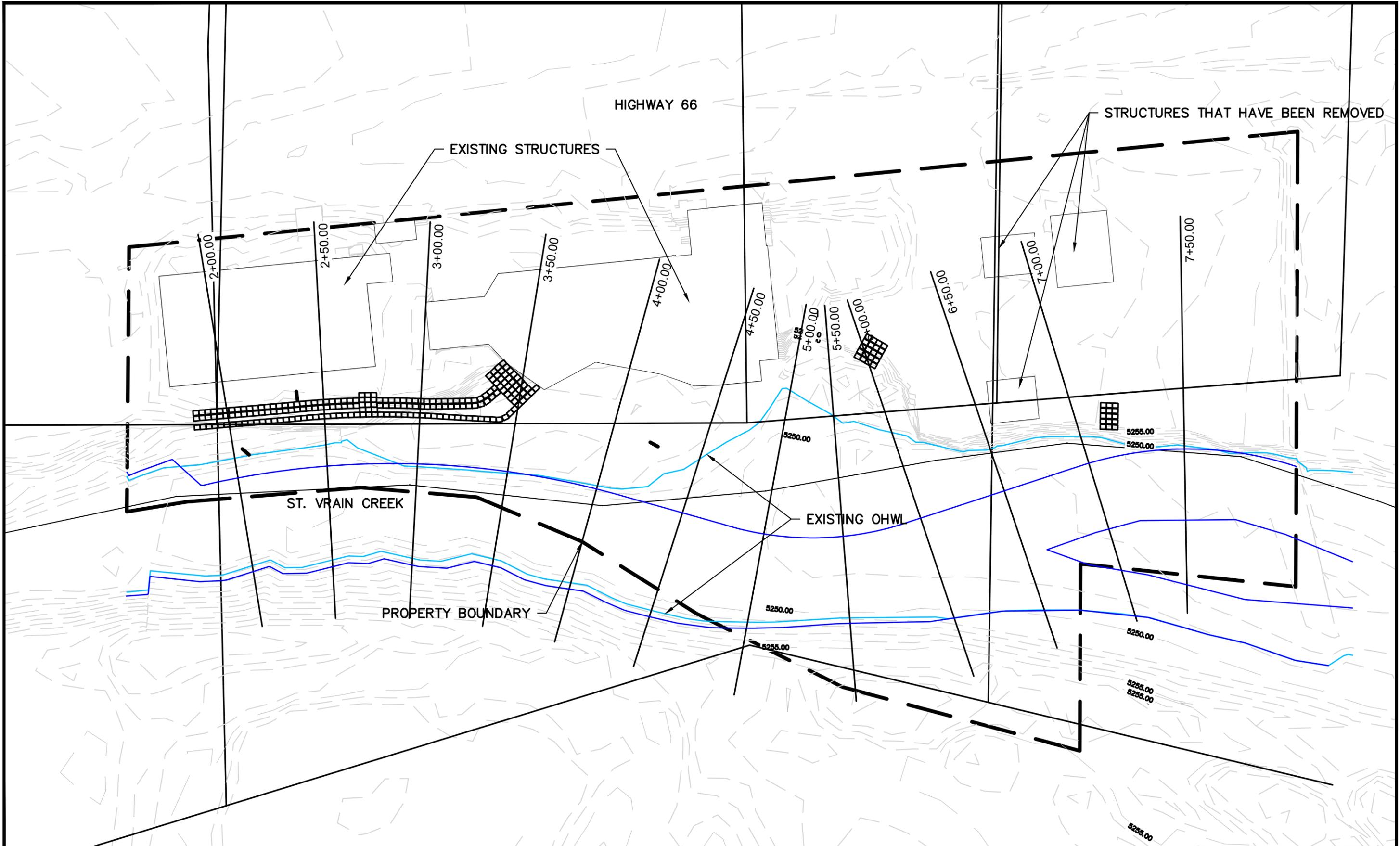
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**LYONS UTE HIGHWAY STREAMBANK  
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Sheet <b>1</b> of <b>12</b>
Date <b>February 20, 2024</b>

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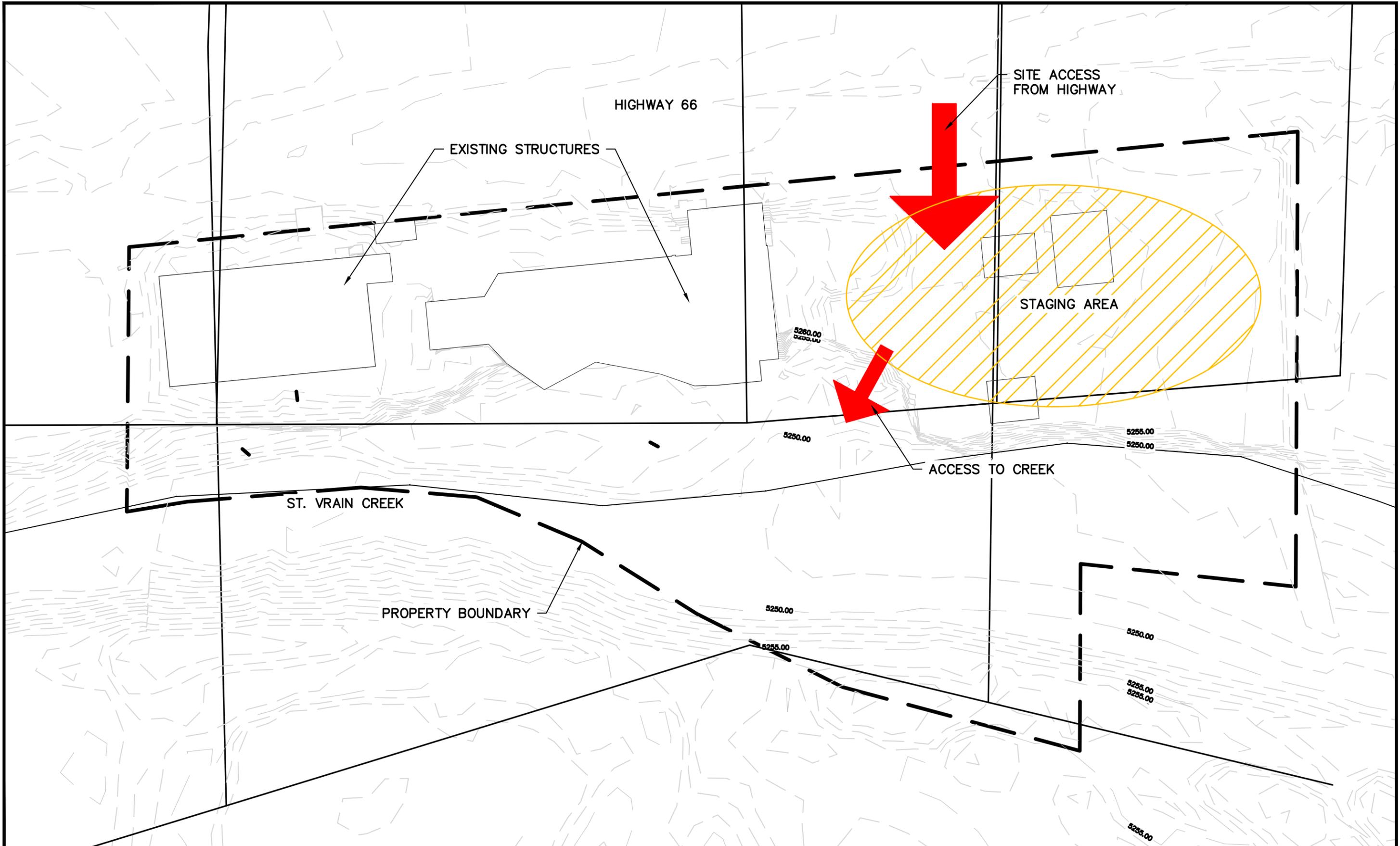
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**LYONS UTE HIGHWAY STREAMBANK STABILIZATION PERMITTING**

Sheet <b>2</b>	of <b>12</b>
Date <b>February 20, 2024</b>	

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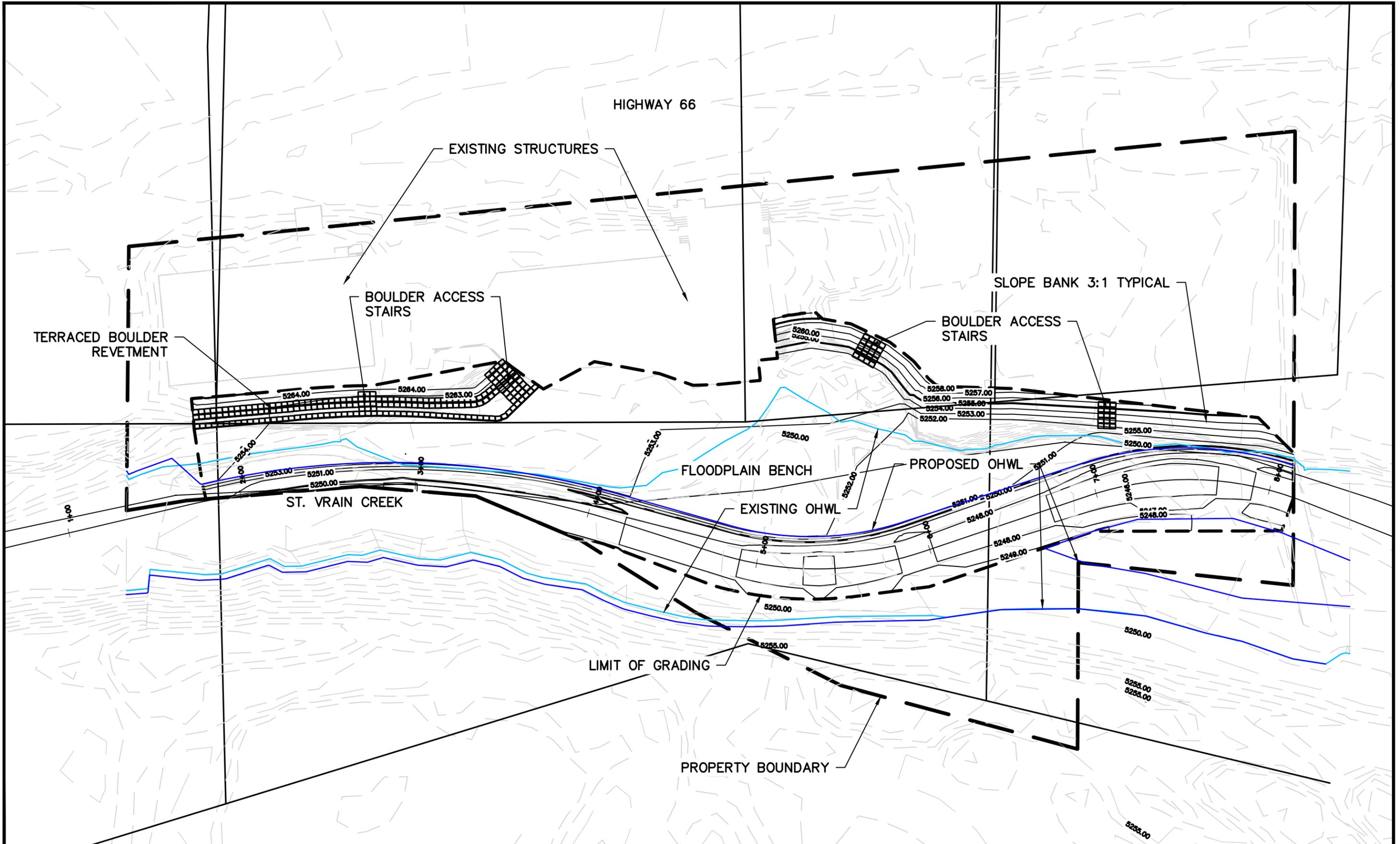
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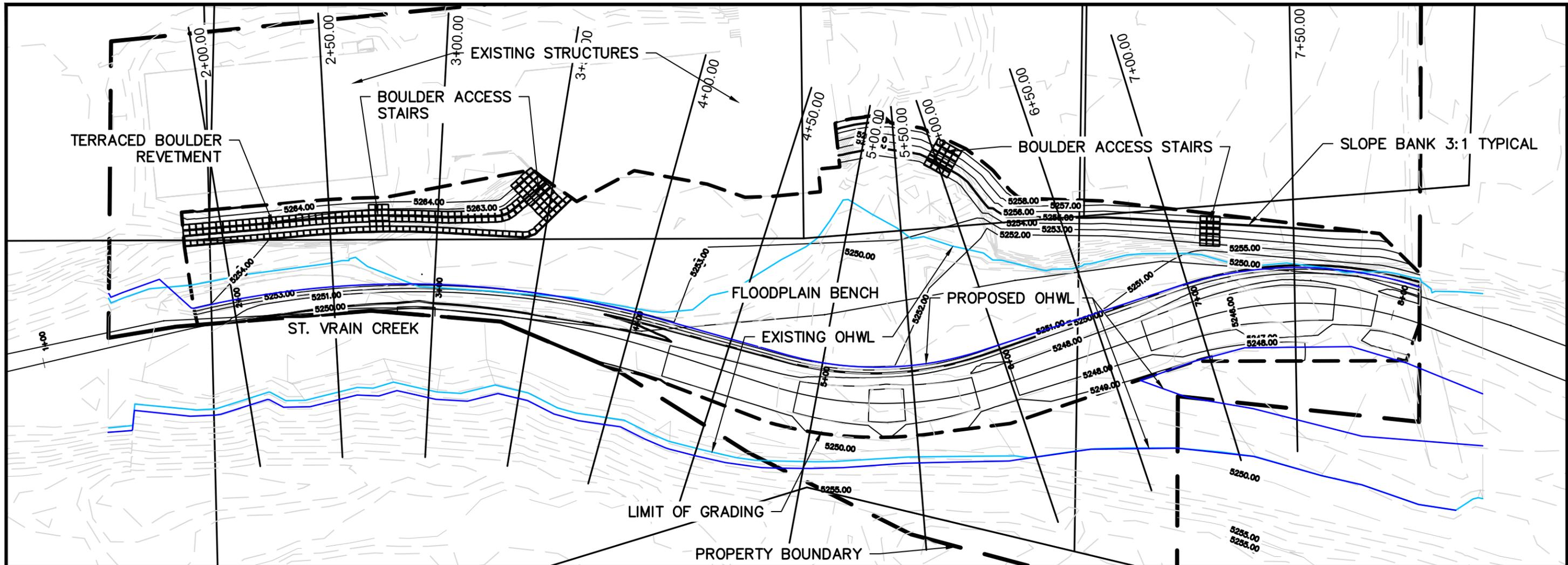
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Job Number		
Prepared For		
Designer <b>NLW</b>	Drafter <b>NLW</b>	Checked



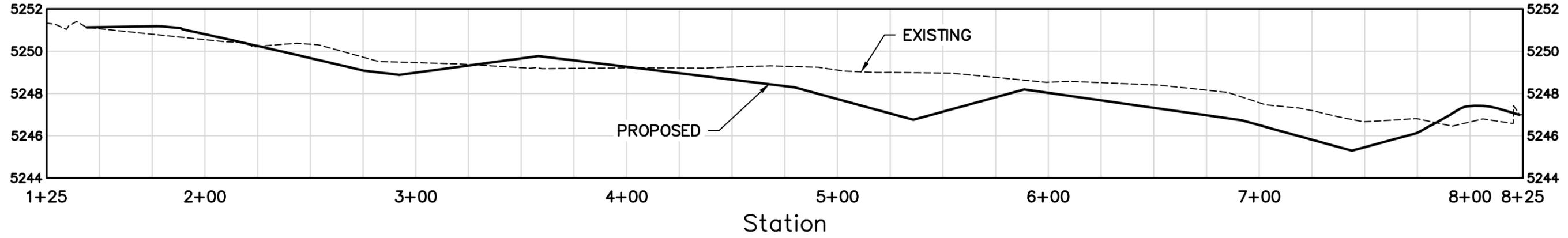
**LYONS UTE HIGHWAY STREAMBANK STABILIZATION PERMITTING**

Sheet <b>4</b>	of <b>12</b>
Date <b>February 20, 2024</b>	

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Proposed Thalweg Profile



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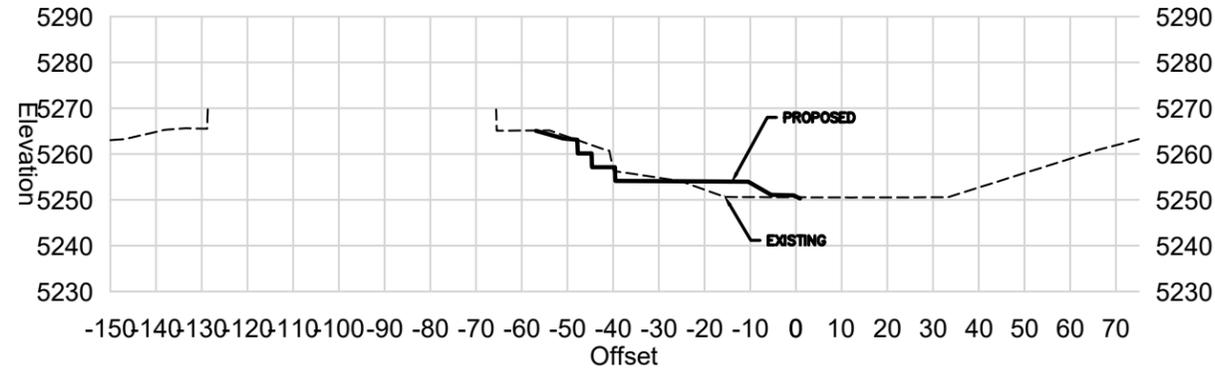
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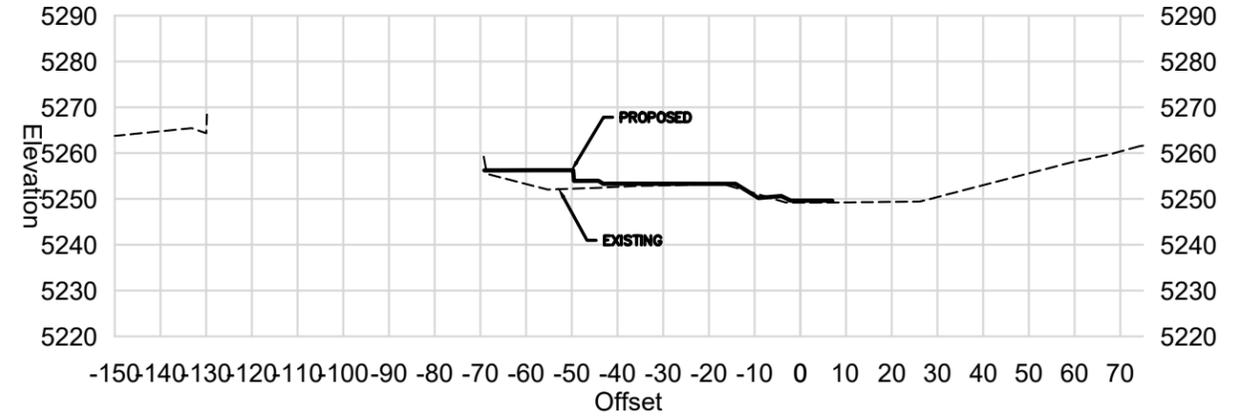
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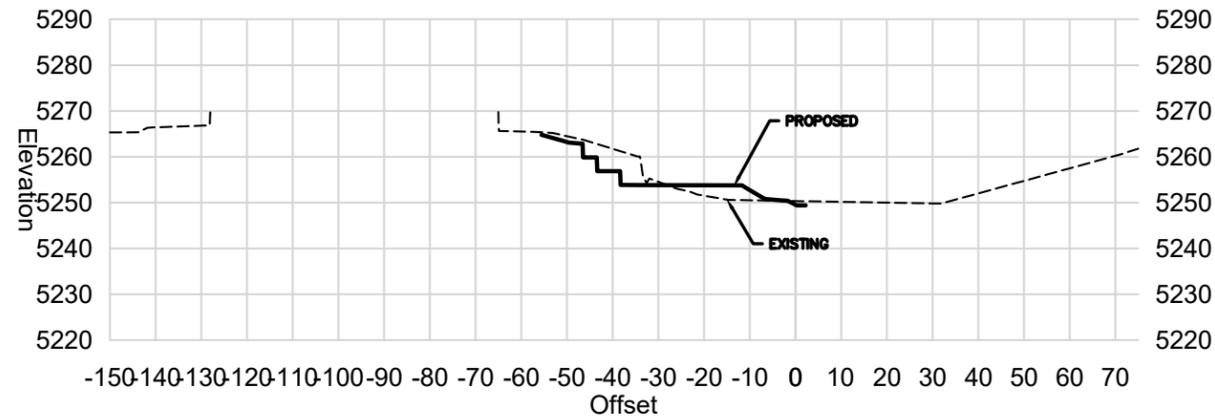
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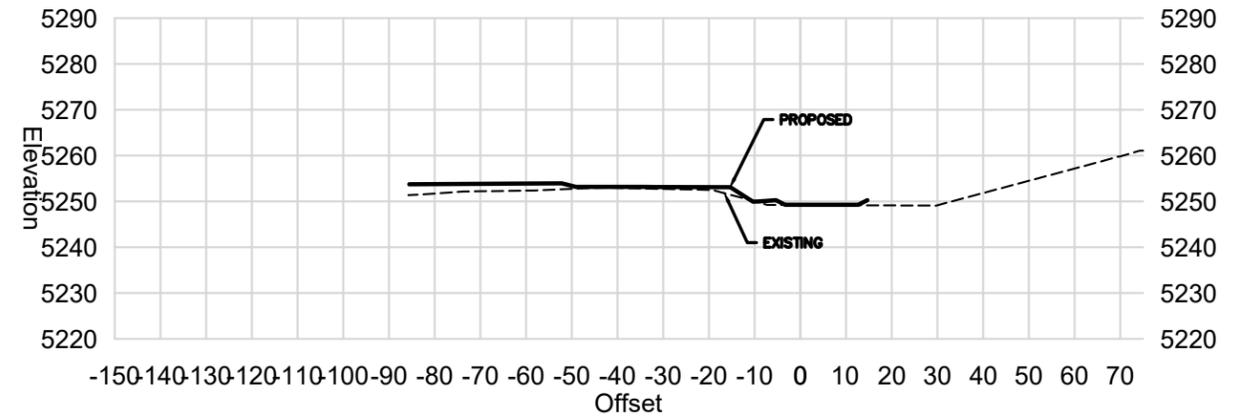
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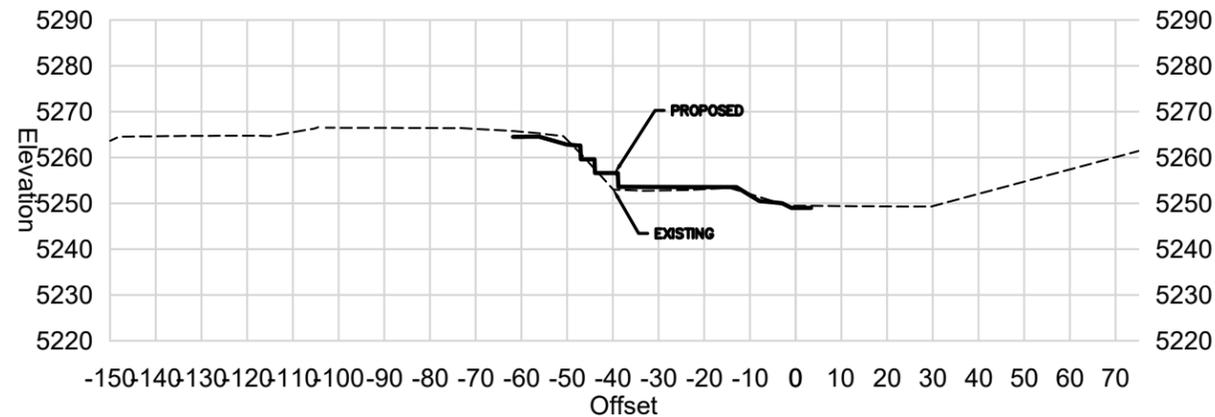
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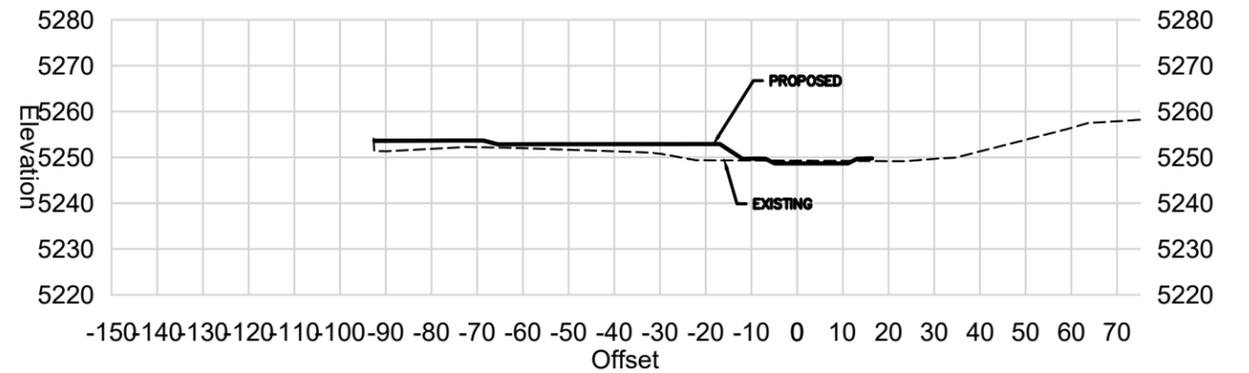
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STATION 3+00.00



STATION 4+50.00



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Job Number		
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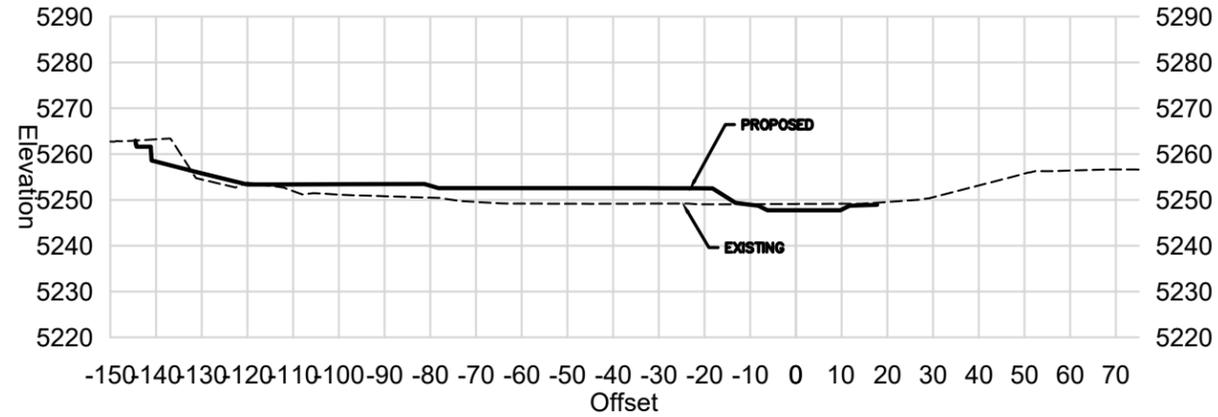


LYONS UTE HIGHWAY STREAMBANK  
 STABILIZATION  
**PERMITTING**

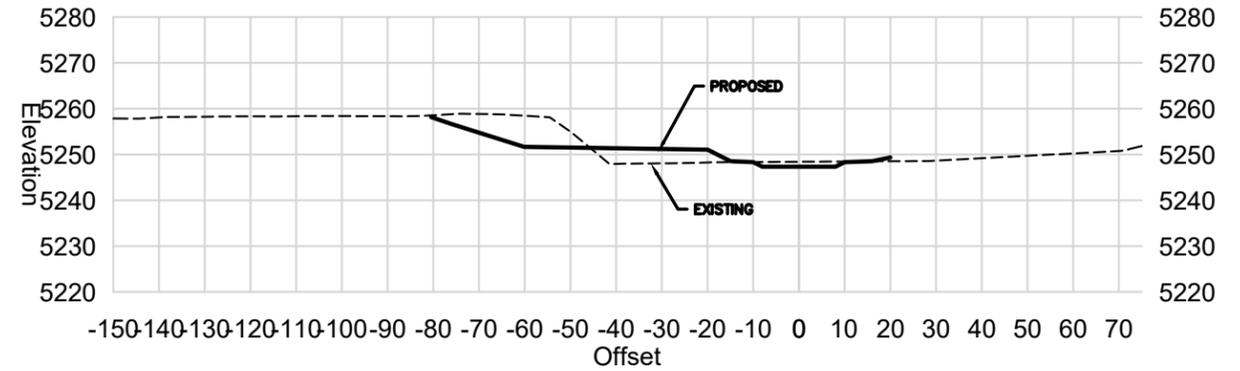
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Date	February 20, 2024

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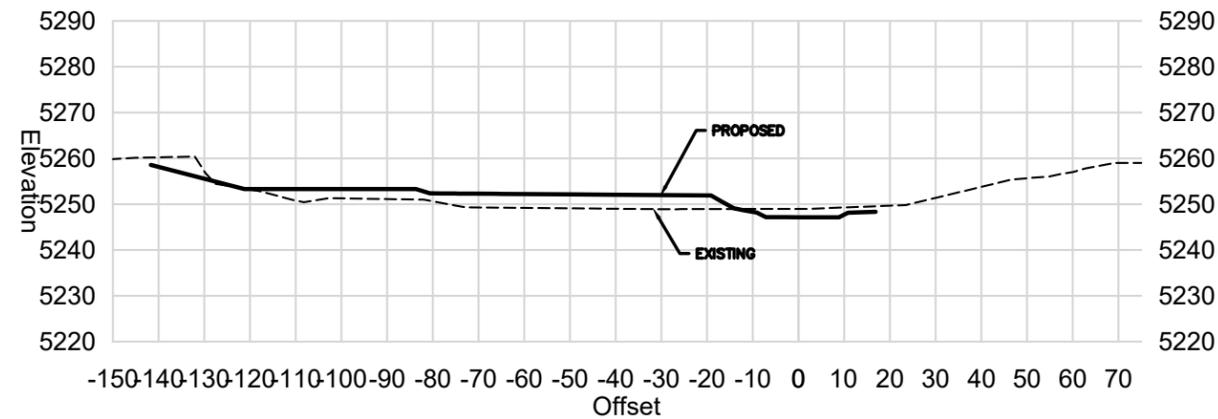
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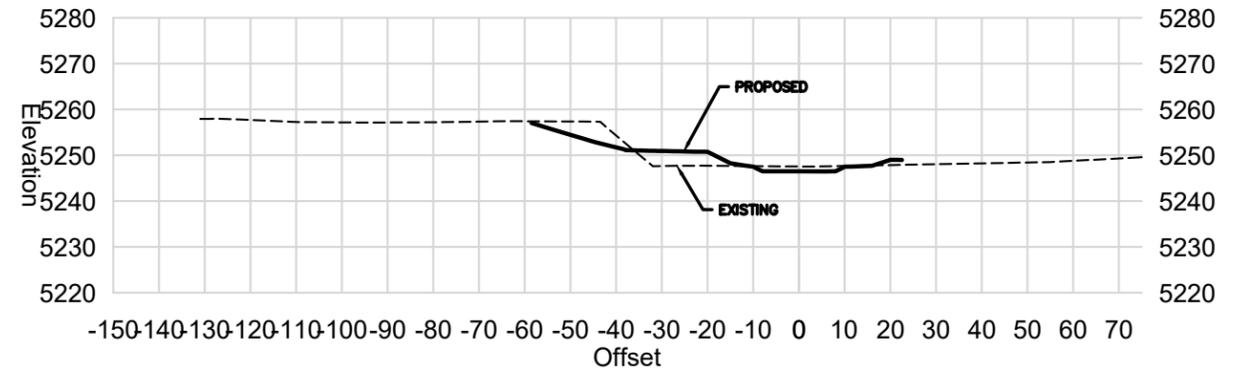
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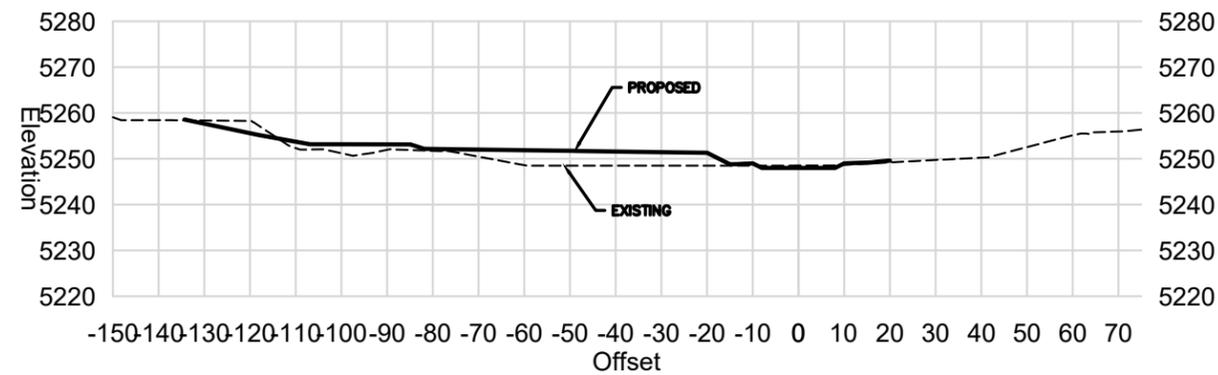
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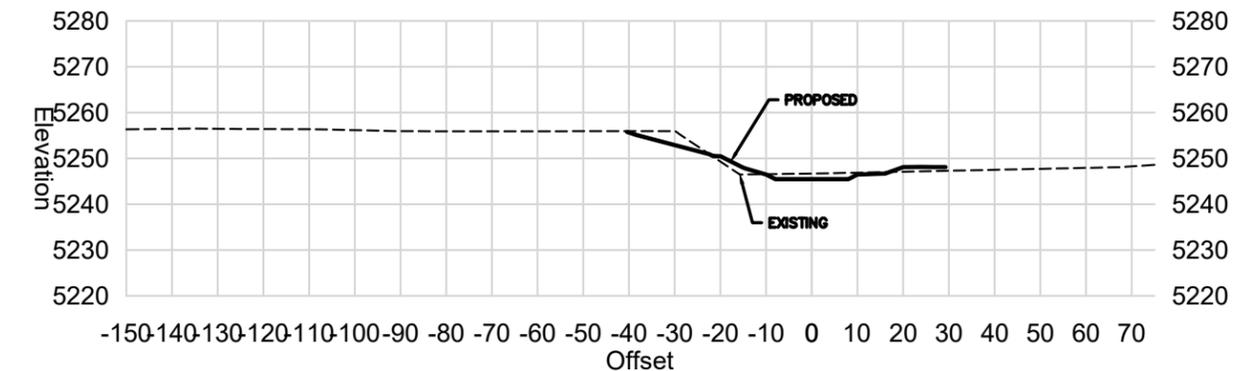
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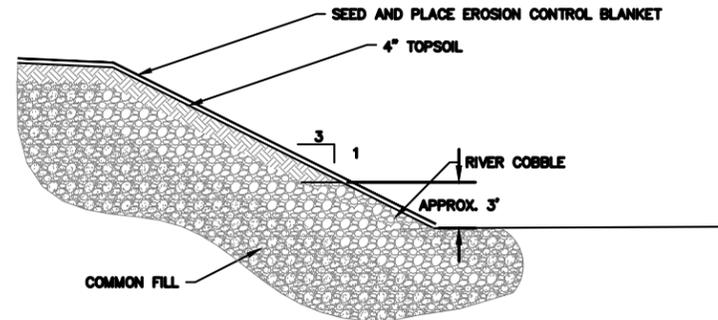
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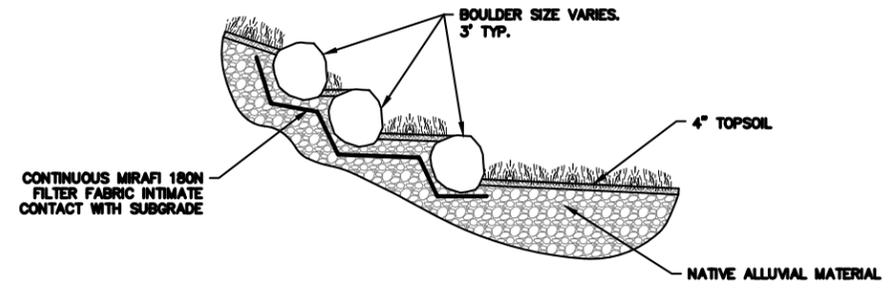


LYONS UTE HIGHWAY STREAMBANK  
 STABILIZATION  
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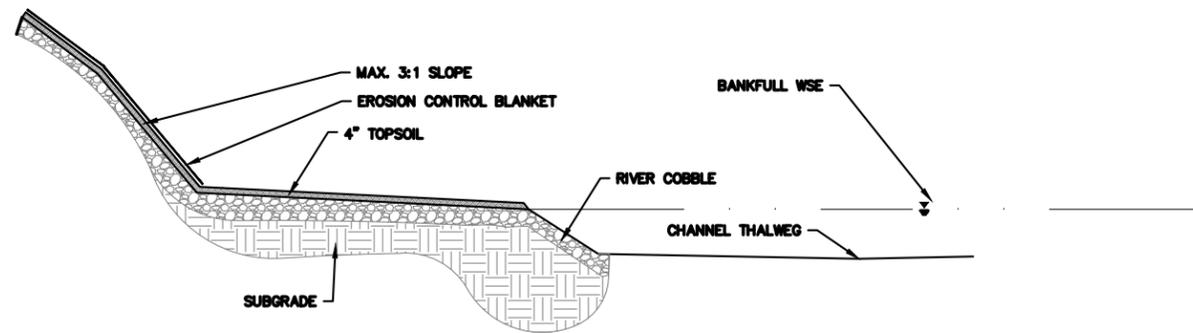
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VEGETATED BANK TYP. SECTION



TERRACED BOULDERS WITH VEGETATION TYP. SECTION SCALE: 1:5



BENCH TYPICAL SECTION NTS

DATE	REVISION DESCRIPTION

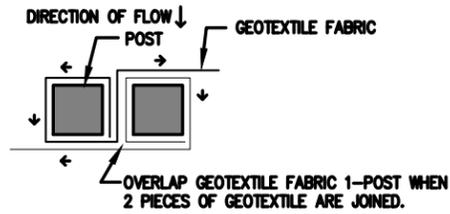
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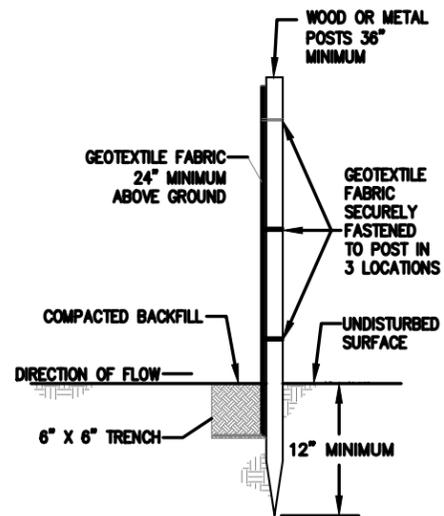
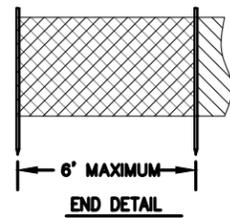
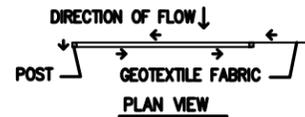
LYONS UTE HIGHWAY STREAMBANK STABILIZATION  
**PERMITTING**

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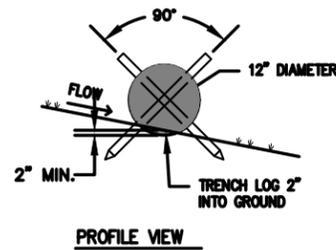


PLAN VIEW: TRANSITION DETAIL

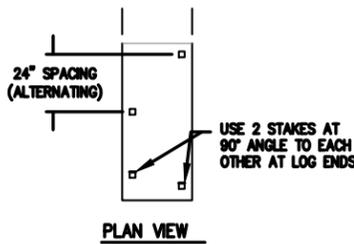


- NOTES:
- WOOD POSTS SHALL HAVE A MINIMUM DIAMETER OR CROSS-SECTION OF 2 INCHES. METAL POSTS SHALL BE STUDDED "I" OR "U" TYPE.
  - GEOTEXTILE FABRIC SHALL COMPLY WITH CDOT 712.086.
  - GEOTEXTILE FABRIC SHALL EXTEND A MINIMUM OF 6" BELOW GRADE AND ANOTHER 6" HORIZONTALLY IN A "L" SHAPE BEFORE BACKFILLING AND COMPACTING THE TRENCH. (SLICING METHOD IS ALSO ACCEPTED)
  - SILT FENCE SHALL NOT BE USED IN CONCENTRATED FLOWS. HEIGHT OF THE GEOTEXTILE FABRIC.
  - SILT FENCE SHALL ONLY BE PLACED PARALLEL TO SURFACE CONTOURS.
  - CLEAN AND REMOVE SILT WHEN THE SILT REACHES
  - UPON PERMANENT STABILIZATION OF AREAS UPSLOPE OF THE SILT FENCE, THE SILT FENCE SHALL BE REMOVED AND DISTURBED AREAS PERMANENTLY STABILIZED.

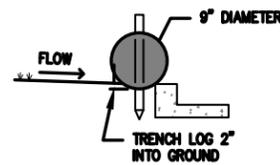
8 SILT FENCE DETAILS NTS



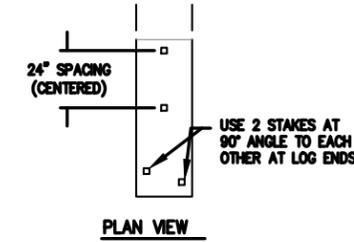
PROFILE VIEW



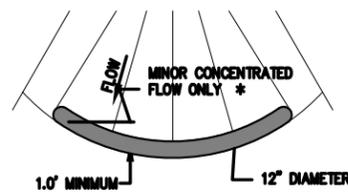
PLAN VIEW



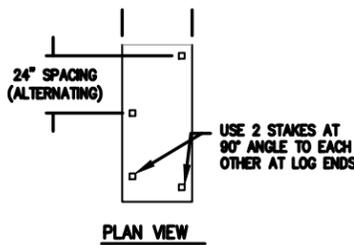
PROFILE VIEW



PLAN VIEW



PROFILE VIEW

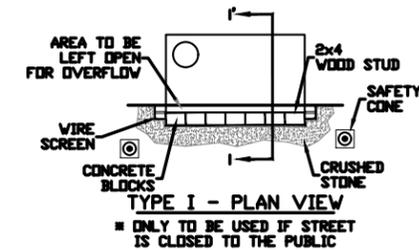


PLAN VIEW

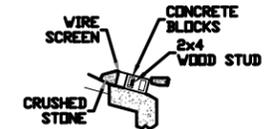
\* FOR MAJOR CONCENTRATED FLOWS, USE A ROCK CHECK DAM

- NOTES:
- STAKES SHALL BE 1-1/2" x 1-1/2" x 24" MINIMUM AND EMBEDDED INTO GROUND A MINIMUM OF 12".
  - SEDIMENT CONTROL LOG SHALL BE TRENCHED 2" INTO GROUND.
  - FOR CONTINUOUS CONTROL, ADJACENT SEDIMENT CONTROL LOGS SHALL BE PLACED FIRMLY TOGETHER WITH NO GAPS.
  - SEDIMENT SHALL BE CLEANED/ REMOVED WHEN SEDIMENT DEPTH IS 1/2 THE HEIGHT OF THE SEDIMENT CONTROL LOG.

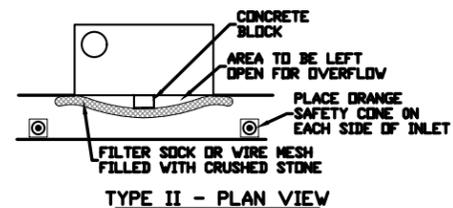
9 SEDIMENT CONTROL LOG DETAILS NTS



TYPE I - PLAN VIEW



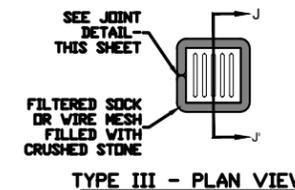
TYPE I - SECTION I-I'



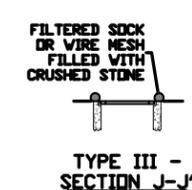
TYPE II - PLAN VIEW



FOR WIRE MESH LOG, FILL GAPS IN JOINT WITH ADDITIONAL CRUSHED STONE AND WRAP WITH WIRE MESH



TYPE III - PLAN VIEW



TYPE III - SECTION J-J'



FOR FILTER SOCK, OVERLAP JOINT BY 18" AND SECURE WITH 2 WIRE ROPES

- NOTES:
- CRUSHED STONE SHALL BE NO. 4 STONE WITH 0% PASSING THE 3/4" SIEVE.
  - SEDIMENT SHALL BE REMOVED WHEN SEDIMENT ACCUMULATION REACHES 1/2 THE INLET PROTECTION HEIGHT.
  - INLET PROTECTION SHALL BE PLACED IN A MANNER NOT TO CAUSE SIGNIFICANT FLOODING IN PUBLIC STREETS OR AREAS.
  - INSET FILTER BAGS WITH OVERFLOW PORTS MAY BE USED IN HIGH TRAFFIC AREAS AS A SUBSTITUTE.
  - IF LARGE DEPOSITS OF SEDIMENT ENTERS THE STORM SEWER, THE CONTRACTOR SHALL CLEAN THE STORM SEWER TO THE SATISFACTION OF THE CITY.

7 INLET PROTECTION DETAILS NTS

REV 00

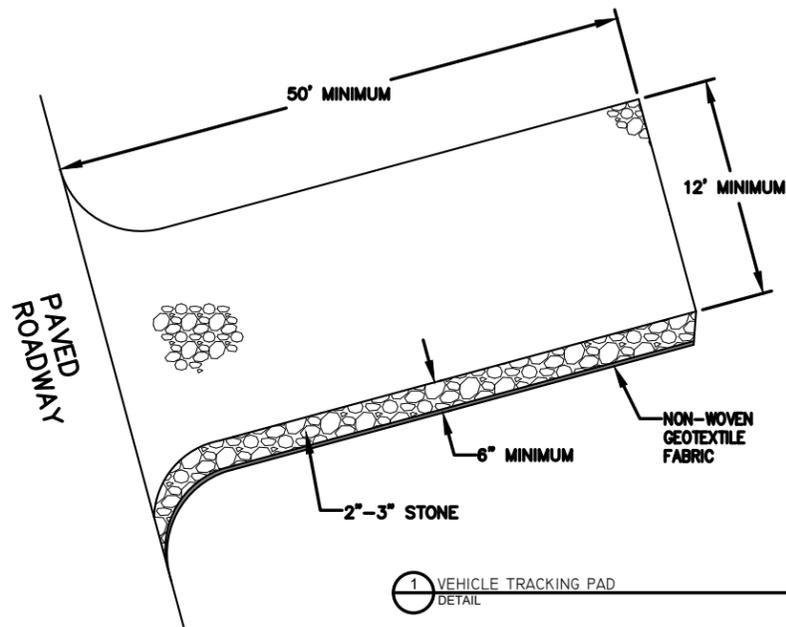
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Job Number			
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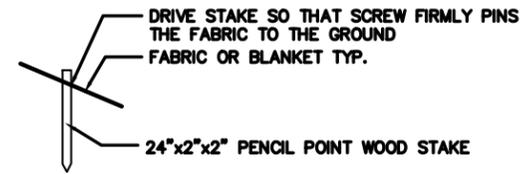
LYONS UTE HIGHWAY STREAMBANK STABILIZATION  
**PERMITTING**

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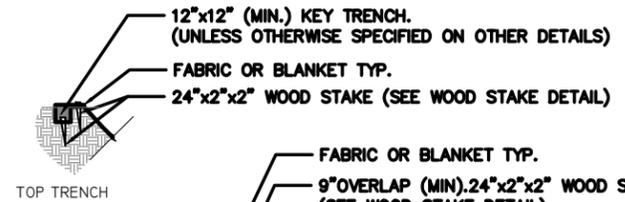


- NOTES:**
- PAVED ROADWAY TO BE KEPT CLEAN OF MUD, DIRT, ROCKS, AND DEBRIS AT ALL TIMES.
  - GEOTEXTILE FABRIC SHALL COMPLY WITH CDOT 712.08b.
  - 2"-3" STONE SHALL CONTAIN LESS THAN 10% FINES.
  - CONSTRUCTION EXIT SHALL BE MAINTAINED AT ALL TIMES. STONE SHOULD BE BLADED AND/OR ADDITIONAL 2"-3" STONE SHOULD BE PLACED IF VOIDS BEGIN FILLING WITH DEBRIS.
  - IF A DRAINAGE DITCH EXISTS NEXT TO ROADWAY, INSTALL TEMPORARY CULVERT UNDERNEATH STONE CONSTRUCTION EXIT TO CONVEY FLOW.
  - PROVIDE INLET PROTECTION FOR ANY INLETS LOCATED IMMEDIATELY ADJACENT TO THE CONSTRUCTION EXIT.
  - IF TRACKOUT DOES OCCUR, ROADWAY SHOULD BE SWEEPED IMMEDIATELY.
  - RECYCLED CONCRETE OR RECYCLED ASPHALT SHALL NOT BE USED.

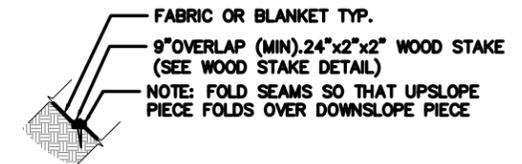
1 VEHICLE TRACKING PAD  
 DETAIL NTS



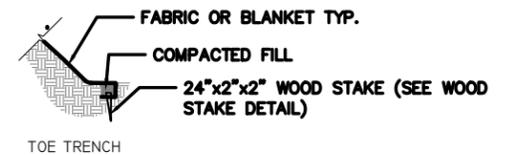
WOOD STAKE DETAIL



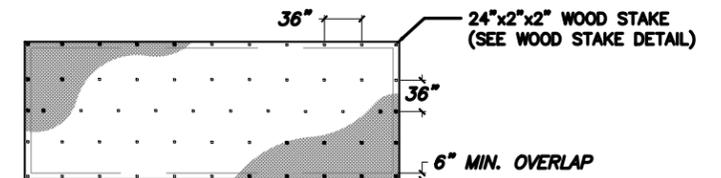
TOP TRENCH



SEAM OVERLAP



TOE TRENCH



EROSION CONTROL FABRIC

- NOTES:**
- WHERE FEASIBLE, FABRIC WILL BE ROLLED OUT AND INSTALLED PARALLEL WITH THE STREAM.
  - UPSTREAM FABRIC PIECES WILL OVERLAP DOWNSTREAM PIECES AND UPSLOPE PIECES WILL OVERLAP DOWNSLOPE PIECES.
  - FOLD OVERLAPPING SEAMS AT LEAST TWICE AND THEN STAKE.
  - AFTER INITIAL STAKING, STAKE FABRIC AS NECESSARY SO THAT IT IS COMPLETELY FLUSH WITH THE GROUND SURFACE.
  - SEED, RAKE, MULCH FINISHED GRADE PRIOR TO LAYING FABRIC.
  - SEE, RAKE, MULCH KEY TRENCHES PRIOR TO CLOSING FABRIC.

7 EROSION CONTROL FABRIC  
 DETAILS NTS

DATE	REVISION DESCRIPTION

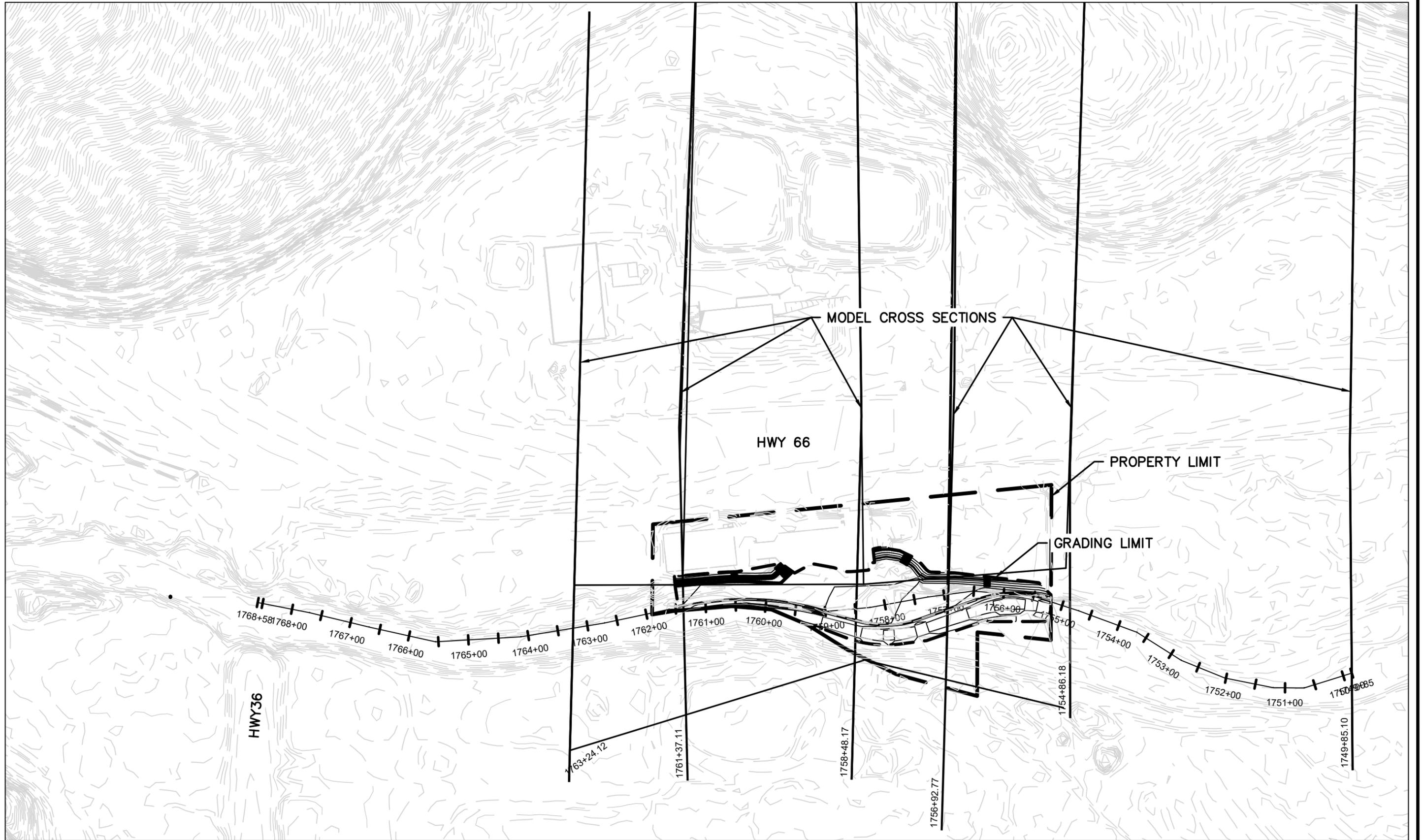
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LYONS UTE HIGHWAY STREAMBANK  
 STABILIZATION  
**PERMITTING DRAWINGS**

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Date	February 20, 2024		

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 XREFS: \_\_\_\_\_



DATE	REVISION DESCRIPTION


Drawing Name <b>Floodplain Site Plan</b>
Job Number
Prepared For

Designer <b>NLW</b>	Drafter <b>NLW</b>	Checked
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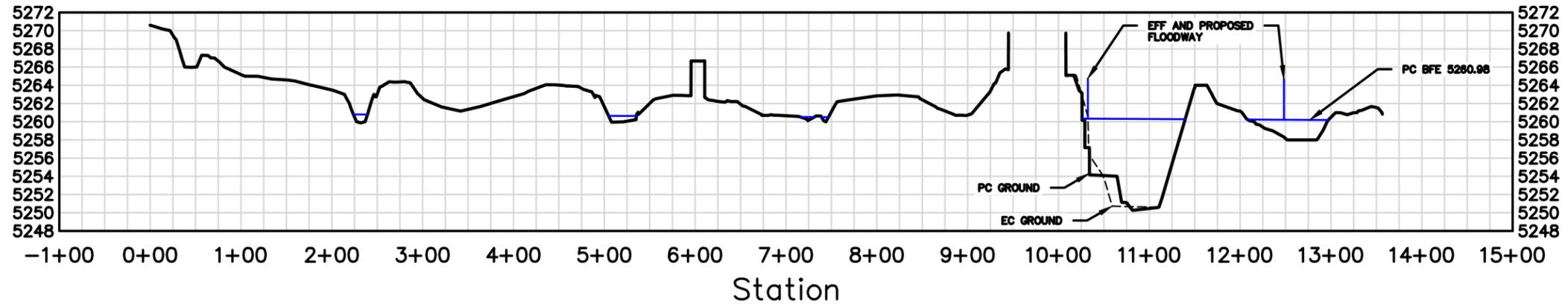


**LYONS UTE HIGHWAY STREAMBANK STABILIZATION PERMITTING**

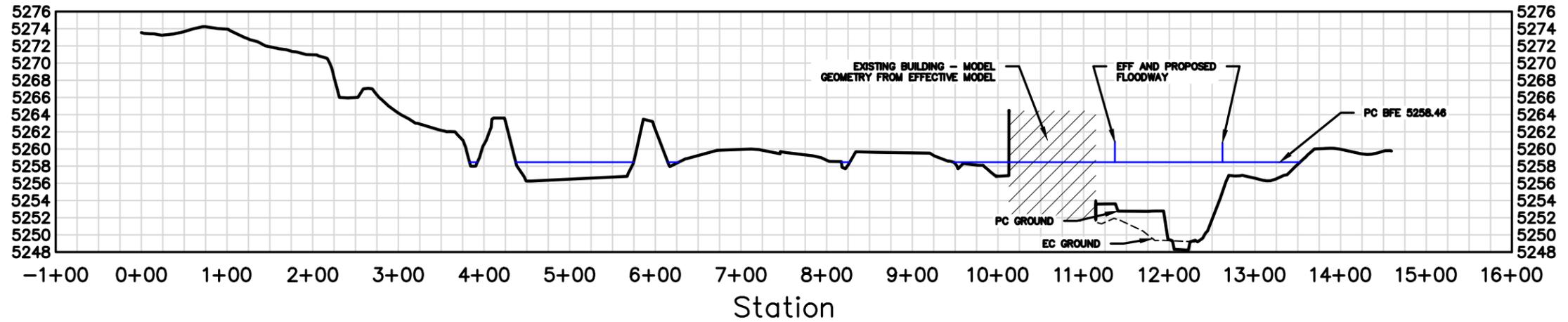
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Date <b>February 20, 2024</b>	

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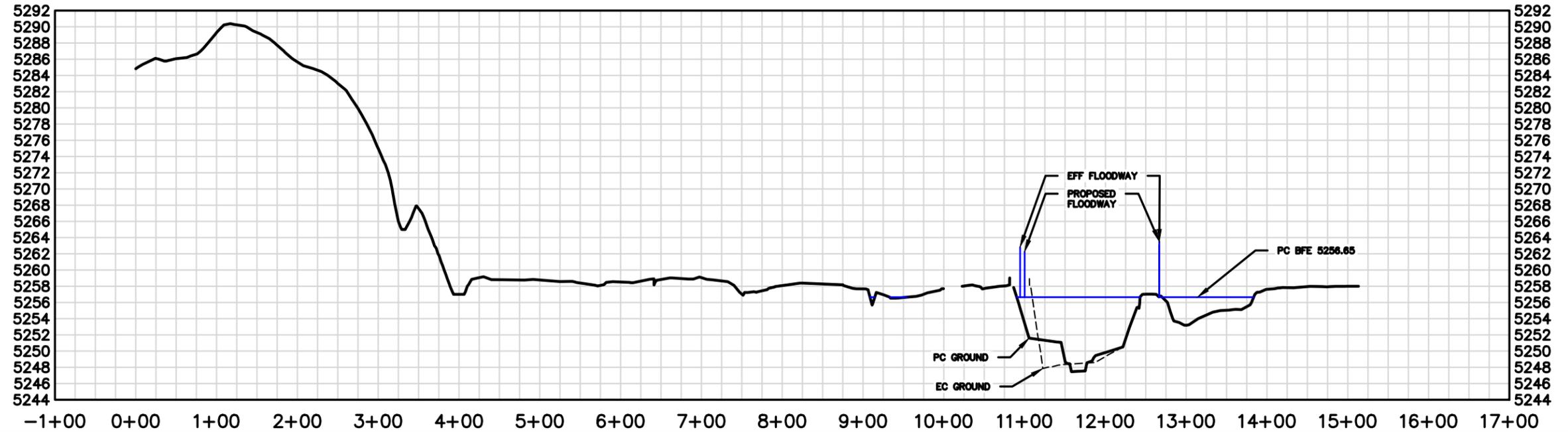
176137.11 Profile



175848.2 Profile



175692.77 Profile



DATE	REVISION DESCRIPTION


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Job Number		
Prepared For		
Designer <b>NLW</b>	Drafter <b>NLW</b>	Checked



LYONS UTE HIGHWAY STREAMBANK  
 STABILIZATION  
**PERMITTING**

Sheet <b>12</b>	of <b>12</b>
Date February 20, 2024	



## Certificate of No-Rise

This is to certify that I am a duly qualified registered Professional Engineer licensed to practice in the State of Colorado.

It is to further certify that the attached technical data supports the fact that the proposed Lyons Ute Highway Streambank Stabilization project in Lyons, Colorado, located in the floodway does not create an increase in water surface elevations compared to the existing conditions.

This conclusion was reached through analysis of the proposed project conditions in comparison to existing conditions and have attached a copy of this analysis for your review. I attest that all the attached documents were prepared by me or under my review, and are all true and accurate to the best of my knowledge.

Attached are the following documents that support my findings for this No-Rise Floodway Certification:

1. Hydraulic Study Report
2. HEC-RAS model



Stamp: \_\_\_\_\_

Printed Name: Nathaniel L Werner

Company Name: Werner Water Engineering, LLC

Date: 1/2/2024

# MEMO

**TO:** Town of Lyons, Colorado  
**FROM:** Werner Water Engineering  
**DATE:** 3-10-2025  
**SUBJECT:** Lyons Ute Highway Stream Stabilization Project

Construction of the Lyons Ute Highway Streambank Stabilization Project was completed in two phases. The first phase was completed in March and April of 2024 and the second phase was completed in the fall of 2024. The project was broken into two phases due to run off in St. Vrain Creek and scheduling conflicts.

The scope work for debris removal in the project was significantly larger than was expected. There were substantial quantities of sub-surface concrete that were removed. The only demolition and debris removal that was a variation from the permitted plan was the removal of the concrete piece connected to the building circled in Figure 1.



*Figure 1 Section of building that was removed.*

During the Spring of 2024, debris removal and site grading on the downstream end of the project was completed.

During construction additional site planning was performed beyond the scope of the stream restoration project. Part of that site planning included looking at modifying the grading of the floodplain benching. During those discussions the changes were modeled in the permit model to check floodplain impacts. The changes did not cause the proposed

condition to result in a rise compared to the existing, therefore the bench in front of the building was extended as a part of the stream project.

The proposed design included four locations with boulder access stairs. Only one of the four sets of access stairs were installed. The two areas of access stairs in the upstream terraced boulder revetment were modified to be boulder revetment. The access stairs nearest the building were excluded and the slope of the bank was graded at a 3:1 slope to match the rest of the slope. The downstream set of access stairs were installed.

The upstream terraced boulder revetment was modified in two ways. The downstream extend of the terracing was tied into the existing concrete tank wall closer to the north than the proposed plan. The existing surface the proposed plan was developed from had an incorrect breakline so this modification was to line the terracing up with the existing conditions more appropriately. This area is highlighted in yellow in Figure 2.

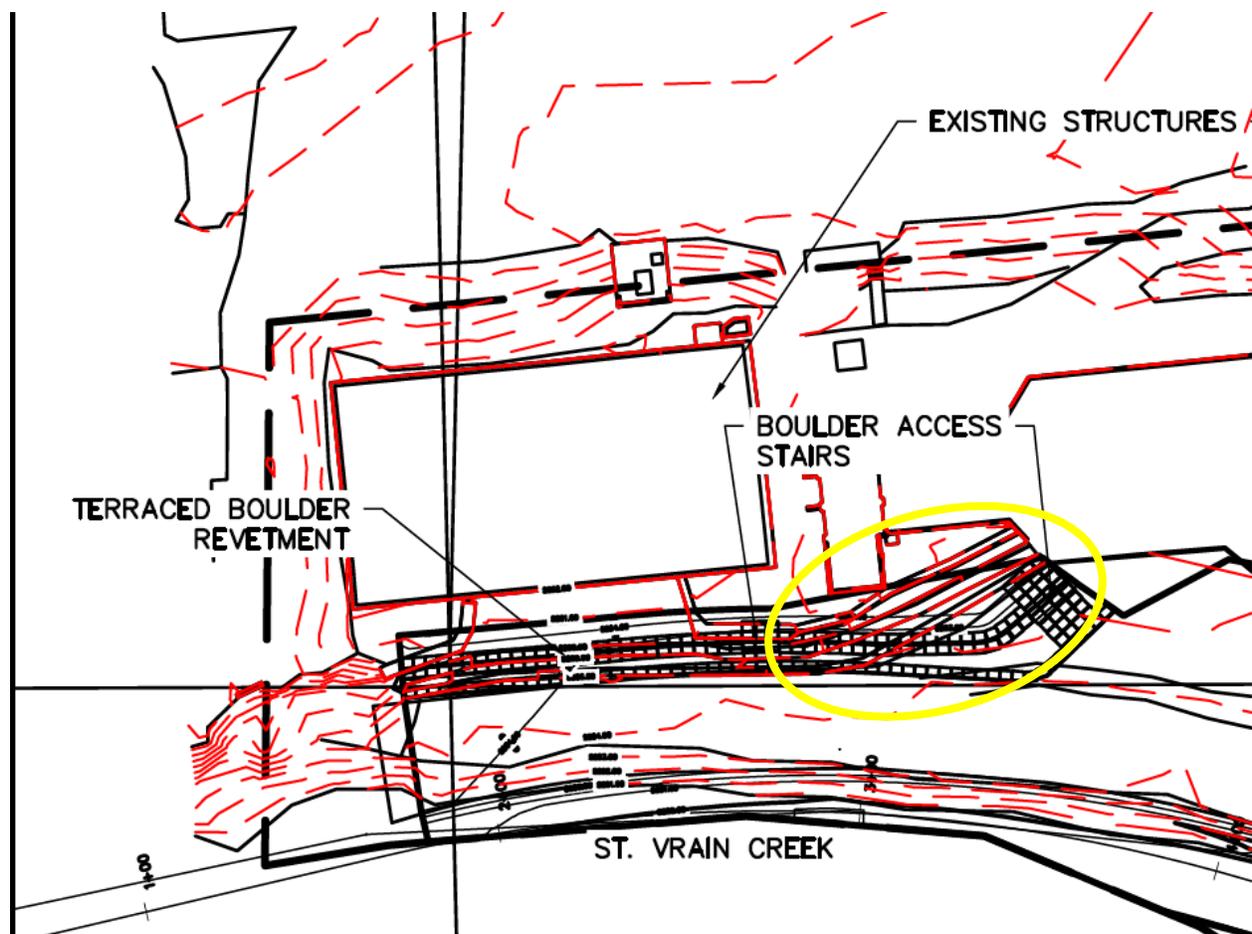


Figure 2 Terraced boulder revetment as-built

The other deviation from the proposed plan in the terraced boulder revetment was the upper row of boulders was wrapped back to tie into the wall of the existing structure. The final elevation in this recessed area was set to be above 5261 so it would be above the modeled BFE. The final constructed terraced boulder revetment is shown in Figure 3.



*Figure 3 Final terraced boulder revetment with recessed upper row.*

Typically, projects do not have major deviations from the permitted plans, and usually remodeling at the conclusion of a project is not performed unless a LOMR is required. Due to the scope of the deviations in the project, the changes were modeled during construction and the as-built conditions.

The hydraulic model in this reach is very sensitive to changes. This was true in the as-built conditions, as well as the permitted design. Cross section 175692.7 was the most sensitive and the as-built survey resulted in a difference in the right overbank area that was beyond the grading limits of the project. A new existing conditions plan was created to account for this difference in pre-disturbance conditions. The survey used for the design was collected in 2017 and natural changes occurred in the right over bank, primarily being the deposition



of material on the floodplain bench. The differences in the as-built surveyed cross section compared to the existing conditions cross section used in the design are shown in Figure 4. The more recent survey is the black line.

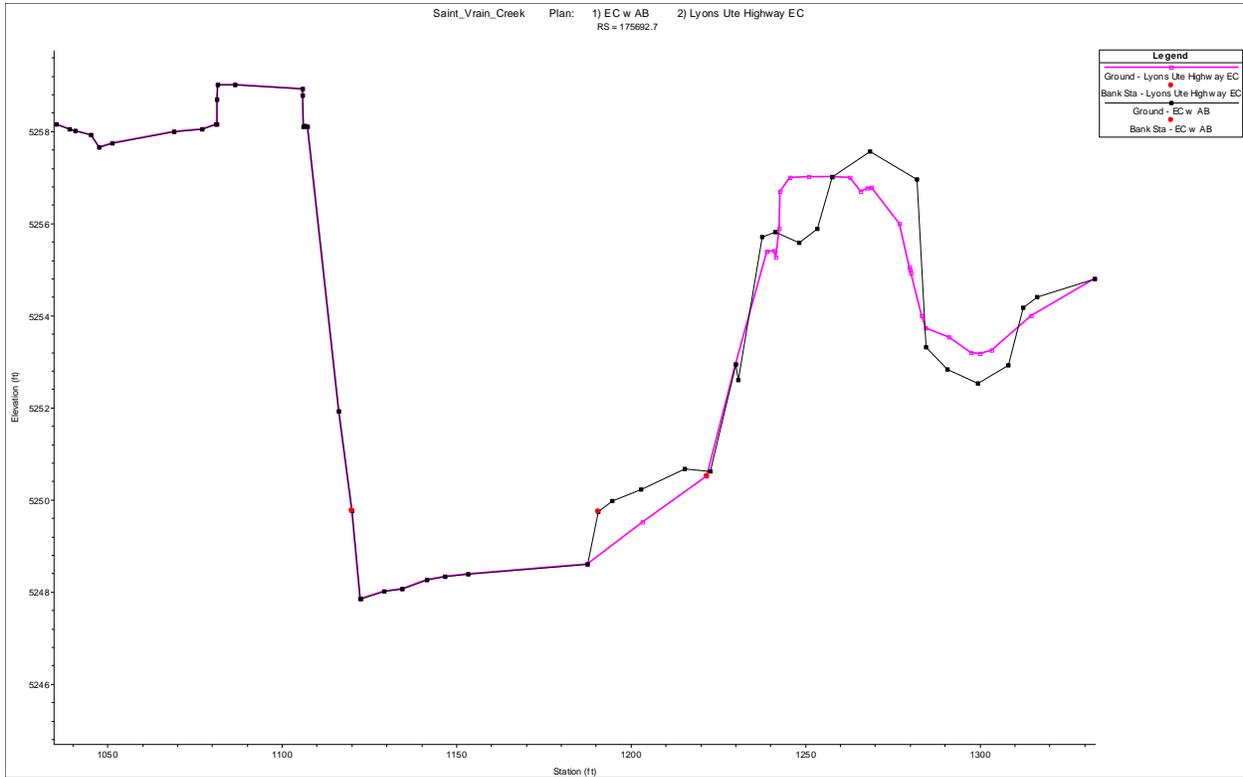


Figure 4 Comparison of Existing Condition model to survey data in right overbank.



Updating the existing conditions with the actual geometry in the undisturbed area was needed for the modeling to be an accurate comparison and to show that there is no-rise between existing and constructed. The updated existing conditions geometry caused considerable rises in two cross sections and minor changes in multiple other cross sections as shown in Table 1.

Table 1 Design existing versus as-built existing.

		Existing	Updated existing	Difference
Reach	River Sta	W.S. Elev	W.S. Elev	ECAB - EC
		(ft)	(ft)	
SVC_RM1	177461.6	5271.65	5271.65	0
SVC_RM1	177355.2	5271.58	5271.6	0.02
SVC_RM1	177244	5271.54	5271.56	0.02
SVC_RM1	177141.3	5271.52	5271.54	0.02
SVC_RM1	176962.2	5271.44	5271.45	0.01
SVC_RM1	176888	SVC_97, US HW 36		0
SVC_RM1	176782.2	5265.22	5265.24	0.02
SVC_RM1	176708.6			0
SVC_RM1	176324.2	5263.26	5263.21	-0.05
SVC_RM1	176308.6			0
SVC_RM1	176137.1	5261.24	5261.23	-0.01
SVC_RM1	175848.2	5258.67	5259.4	0.73
SVC_RM1	175838.7			0
SVC_RM1	175692.7	5256.74	5257.2	0.46
SVC_RM1	175486.2	5253.74	5253.74	0

The geometry from the as-built survey was incorporated into the as-built plan in the model. Comparisons of the as-built compared to the proposed permitting plans are shown in Figures Figure 5Figure 7. Comparisons of the as-built to proposed plans are also shown in the cross section sheets of the attached as-built plans.

The floodplain bench that was modified is obvious in Figure 6. The toe of the slope on the left bank in Figure 7 was moved slightly north to tie the grading into the existing streambank upstream of the property as well and the peak in the center of the channel was existing material that had deposited and was not placed by the project. That deposit of material is on the adjacent property and could not be impacted by the project as there was no agreement with the landowner for any work to occur on their property.

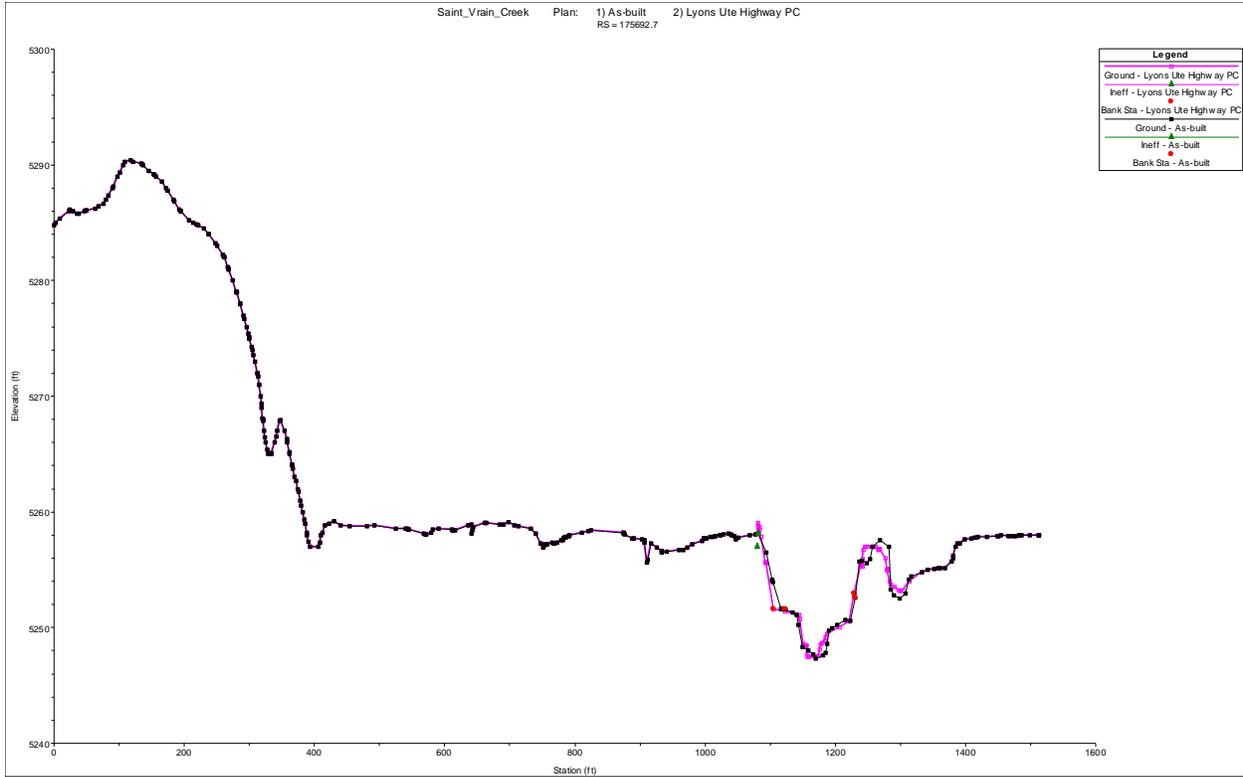


Figure 5 Cross Section 175692.7 as-built compared to proposed.

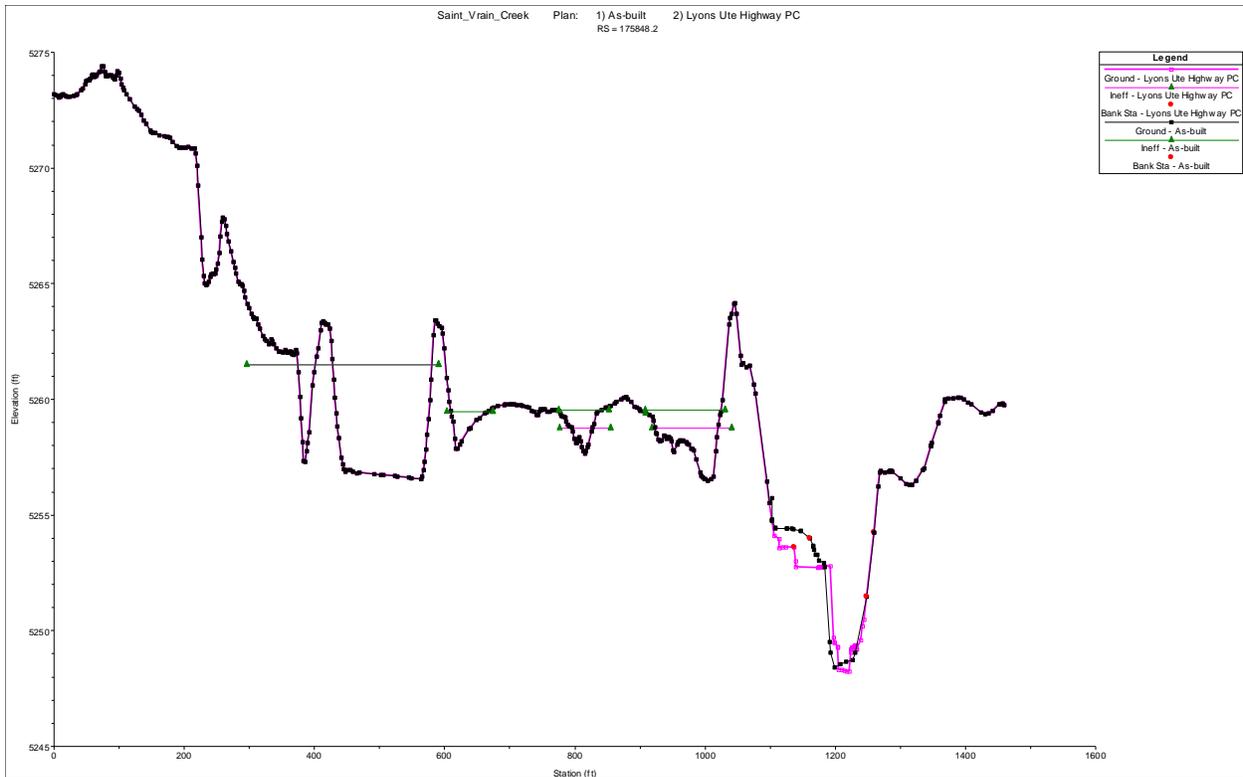


Figure 6 Cross Section 175848.2 as-built compared to proposed.

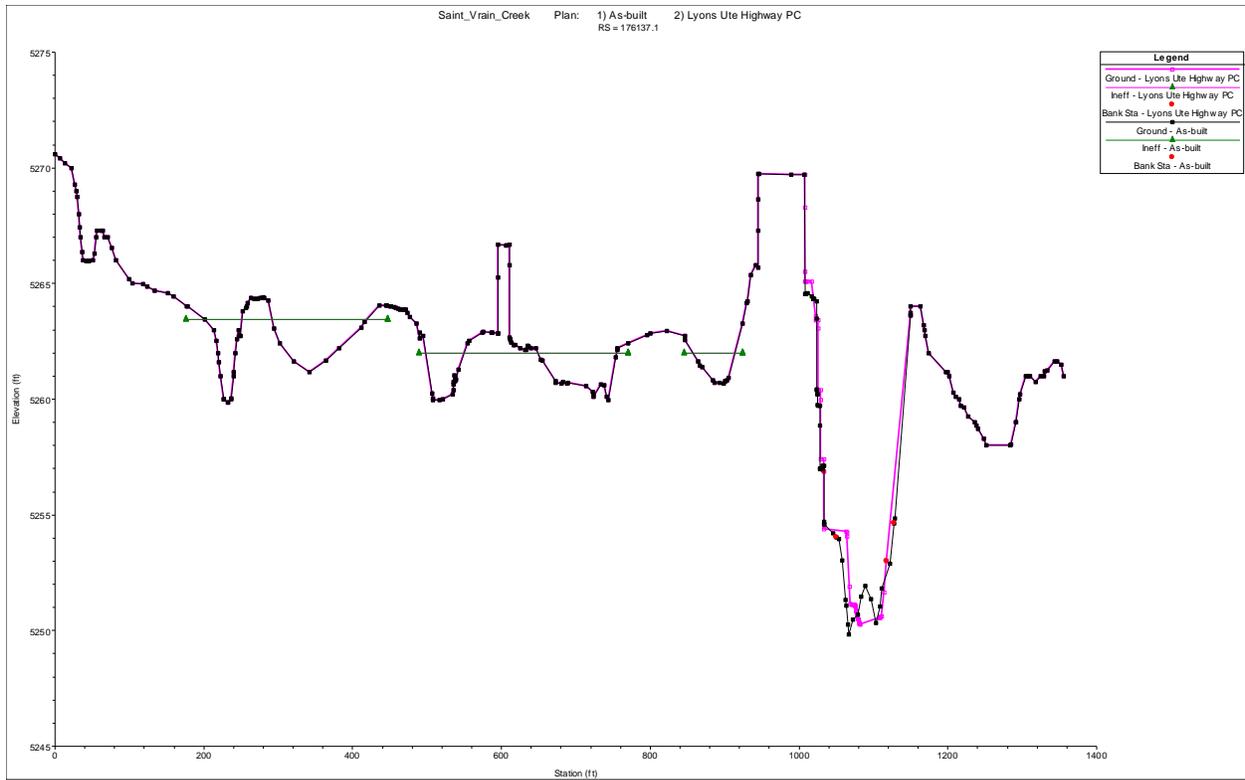


Figure 7 Cross Section 176137.1 as-built compared to proposed.



The results of the remodeling of the project reach shows differences in resulting water surface elevations of up to a decrease of 0.27 feet. The proposed design had a maximum decrease in water surface elevation of 0.26 feet at the same cross section. The as-built, existing and differences are shown in Table 2.

Table 2 As-built versus existing.

		Updated existing	As-built	Difference
Reach	River Sta	W.S. Elev (ft)	W.S. Elev (ft)	AB-EC (ft)
SVC_RM1	177461.6	5271.65	5271.65	0
SVC_RM1	177355.2	5271.6	5271.58	-0.02
SVC_RM1	177244	5271.56	5271.53	-0.03
SVC_RM1	177141.3	5271.54	5271.51	-0.03
SVC_RM1	176962.2	5271.45	5271.43	-0.02
SVC_RM1	176888 SVC_97, US HW 36			0
SVC_RM1	176782.2	5265.24	5265.24	0
SVC_RM1	176708.6			0
SVC_RM1	176324.2	5263.21	5263.21	0
SVC_RM1	176308.6			0
SVC_RM1	176137.1	5261.23	5260.96	-0.27
SVC_RM1	175848.2	5259.4	5259.3	-0.1
SVC_RM1	175838.7			0
SVC_RM1	175692.7	5257.2	5257.04	-0.16
SVC_RM1	175486.2	5253.74	5253.74	0

Construction always results in minor differences between as-built and proposed grades when working in natural stream environments. The differences between grades were within what would be reasonably expected. The resulting model still shows no rises comparing the existing to proposed conditions and there are no decreases of more than 0.3 feet, which is a criterion from the State of Colorado that would require a LOMR.

Town of Lyons  
Flood Plain Development Permit Review Criteria  
Page 1

Address: 4652 Ute Highway

Date: 2/21/24

Reference is made to Ordinance 920

Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors (attach additional sheets if needed):

1. The danger to life and property due to flooding or erosion damage;  
**High. The work is in the floodway.**
  
2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;  
**High. The work is in the floodway. Engineer's report states that the specified materials are adequately sized for the design flow.**
  
3. The danger that materials may be swept onto other lands to the injury of others;  
**Moderate to High. Engineer's report states that specified materials are adequately sized for the design flow.**
  
4. The compatibility of the proposed use with existing and anticipated development;  
**Compatible. Improvements are intended to improve the river and aquatic life.**
  
5. The safety of access to the property in times of flood for ordinary and emergency vehicles;  
**Access from State Highway 66 will likely be possible during a flood.**
  
6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;  
**Moderate. Most utilities around the site and Highway 66 are outside of the 0.1% ACFH.**
  
7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;  
**High. The work is in the floodway.**

Town of Lyons  
Flood Plain Development Permit Review Criteria

Page 2

Address: 4652 Ute Hwy

Date: 2/21/2024

8. The necessity to the facility of a waterfront location, where applicable;

N/A.

9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

N/A.

10. The relationship of the proposed use to the comprehensive plan for that area.

Compatible.

Prepared by: Justin Doles

Date: 2/21/24

Reviewed by: Thomas Simmons

Date: 2/21/2024

FLOOD PLAIN DEVELOPMENT PERMIT  
APPLICATION INFORMATION

COMPLETE ALL INFORMATION EXCEPT HIGHLIGHTED AREAS

CONTACT INFORMATION

PERMIT Lyons Ute Highway Streambank Stabilization DATE \_\_\_\_\_  
OWNER Lyons Ute Highway, LLC TELEPHONE 303-991-6204  
ADDRESS 3222 Tejon St, Denver, CO 80211  
CONTRACTOR Werner Water Engineering, LLC TELEPHONE 970-232-6486  
ADDRESS 1902 E 11th St, Loveland, CO 80537  
PROJECT LOCATION / DIRECTIONS 4652 Ute Highway, Lyons, CO 80540

- Any permit issued may be revoked because of breach of representation;
- Once a permit is revoked all work shall cease until the permit is reissued or a new permit is issued;
- A separate permit for construction will be issued;
- The applicant hereby gives consent to the Flood Plain Administrator or their designee to access the property and inspect activity covered under the flood plain regulations;
- A permit will only be issued for those items specifically applied for and represented;
- A permit will be revoked if no work is commenced within one year of issuance.
- Include all plans, reports and specifications with the application, see review checklist for reference

PROJECT DESCRIPTION (CHECK ALL THAT APPLY)

Single Family Residential  New Construction  Addition to Structure  
 Multi-Family Residential Substantial  Manufactured (Mobile) Home  Fill  
 Improvement (>50%)  Improvement (<50%)  Bridge/Culvert  Nonresidential  
 Renovation/Repairs/Maintenance  Channelization  Accessory Structure  
 Materials/Equipment Storage  Bridge or Culvert  Demolition  
 Levee/Other/Explanations  Bank Stabilization

PROJECT VALUE

If the proposed project is an addition, renovation, repair or maintenance to an existing structure, indicate

the cost of the proposed construction: \$ 195,000.00

- Provide contractors estimates for work when available

Value of structure only: \$ N/A; Source: Boulder County/Other \_\_\_\_\_

Percentage of improvement/renovation to Value: \_\_\_\_\_

FLOOD HAZARD DATA

Watercourse Name St Vrain Creek

The project is proposed in the Floodway x Flood Fringe \_\_\_\_\_

Base (100-year) flood elevation (s) at project site varies NGVD 88

Elevation required for Lowest Floor \_\_\_\_\_ NGVD / Flood proofing \_\_\_\_\_ NGVD

Source Documents: Reports/Maps FEMA Case 20-08-0602P - Boulder County LOMR 12-8-2020

- Use source documents for flood plain available at Town Hall in Lyons
- Information subject to verification by Flood Plain Administrator

FLOOD HAZARD NOTES TO APPLICANT

Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of Ordinance 920, as amended from time to time and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage;
2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The compatibility of the proposed use with existing and anticipated development;
5. The safety of access to the property in times of flood for ordinary and emergency vehicles;
6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
8. The necessity to the facility of a waterfront location, where applicable;
9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
10. The relationship of the proposed use to the comprehensive plan for that area.

APPLICANTS SIGNATURE

I AGREE THAT ALL STATEMENTS MADE AND ALL ATTACHMENTS TO THIS APPLICATION ARE A TRUE AND ACCURATE DESCRIPTION OF THE PROPERTY FOR WHICH THIS APPLICATION FOR FLOOD PLAIN DEVELOPMENT IS MADE. I UNDERSTAND THE DEVELOPMENT IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AND ACTIVITIES ARE SUBJECT TO THE ORDINANCE OF THE TOWN OF LYONS. I UNDERSTAND IT IS MY RESPONSIBILITY TO OBTAIN ANY OTHER APPLICABLE LOCAL, STATE OR FEDERAL PERMITS FOR THIS PROJECT.

APPLICANT *[Signature]*

01/05/2024

Signature

Date

PROPOSAL REVIEW CHECKLIST

- Properly scaled site development plans are complete and depict flood hazard data.
- Engineering data is provided for proposed map and floodway revisions.
- Floodway Certificate and data documents no increase in flood heights.
- NA Subdivision proposals minimize flood damage and protect utilities.
- NA Lowest floor elevations are above the base (100-year) flood level.
- NA Manufactured homes address elevation and anchoring requirements.
- NA A Flood-proofing Certificate and drawing notes certify flood-proofing designs.
- NA Previous flood plain permit (temporary or permanent) issued for project.
- NA CLOMR/LOMR

Other: NO RISE CERTIFICATE PROVIDED.

- Plans shall be drawing to scale with north arrow
- Show dimensions, property lines, flood way, flood plain
- Show location of existing improvements, proposed improvements
- Show areas of cuts and fills

PERMIT ACTION

**PERMIT APPROVED:** The information submitted for the proposed project was reviewed and is in compliance with approved flood plain management standards (site development plans are on file).

**PERMIT DENIED:** The proposed project does not meet approved flood plain management standards (explanation is on file).

**VARIANCE GRANTED:** A variance was granted from the base (100-year) flood elevations established by FEMA consistent with variance requirements of NFIP regulations Part 60.6 (variance action documentation is on file).

FLOOD PLAIN ADMINISTRATOR

*Arundel Gimmison*  
Signature

2/21/2024  
Date

Comments: TOWN TO REVIEW 100% <sup>STAMPED</sup> PLANS SUBMITTAL PRIOR TO CONSTRUCTION.

COMPLIANCE DOCUMENTATION

NA MAP REVISION DATA. Certified documentation by a registered professional engineer of as-

built conditions for flood plain alterations were received and submitted to FEMA for flood insurance map revision.

**FILL CERTIFICATE.** A community official certified the elevation, compaction, slope and slope protection for all fill placed in the flood plain consistent with NFIP regulations Part 65.5 for map revisions.

NA **ELEVATION AND FLOODPROOFING CERTIFICATES.** The as-built elevation of the building's lowest floor was certified as \_\_\_\_\_ NGVD; or the building's floodproofing level was certified as \_\_\_\_\_ NGVD; by a registered professional engineer or licensed surveyor and is on file.

**CERTIFICATE OF OCCUPANCY OR COMPLIANCE ISSUED ON \_\_\_\_\_**

(Date)

# FLOOD HAZARD DEVELOPMENT PERMIT

This permit is issued based on the documentation and information provided in the Flood Hazard Development Permit Application number 001, as approved by the Flood Plain Administrator on 2/21/2024, and is in general compliance with Ordinance Number 920 and amendments thereto of the Town of Lyons.

Address or Property Location: 4652 Ute Highway

General Work Description: SCOPE OF WORK ENTAILS  
CLEANING UP DEBRIS ON THE SITE AND TO STABILIZE  
AND RESTORE THE STREAMBANKS AND CHANNEL OF THE  
ST VRAIN CREEK.

The permittee understands and agrees that:

- An elevation certificate based on proposed construction is required;
- An elevation verification of the foundation forms is required by a licensed surveyor;
- An elevation certificate of the final construction is required;
- A LOMR (Letter of Map Revision) is required when a CLOMR (Conditional) was obtained as part of the application process;
- The permit is issued based on the representations made in the application;
- Once a permit is revoked, all work must immediately cease;
- The permit will not grant any right of privilege to erect any structure or use any premises described for any purposes or in any manner prohibited by the Codes or Regulations of the Town;
- The Permittee hereby gives consent to the Flood Plain Administrator to enter and inspect the activities covered under this permit and the provisions of the Flood Plain Ordinance of the Town;
- The permit must be posted in a readily accessible and visible location from the public right of way;
- The permit will expire within one year of issuance if no work has commenced, or within two years unless authorized through a development permit with the Town.

FLOOD PLAIN ADMINISTRATOR

*Autumn Simmons*  
Signature

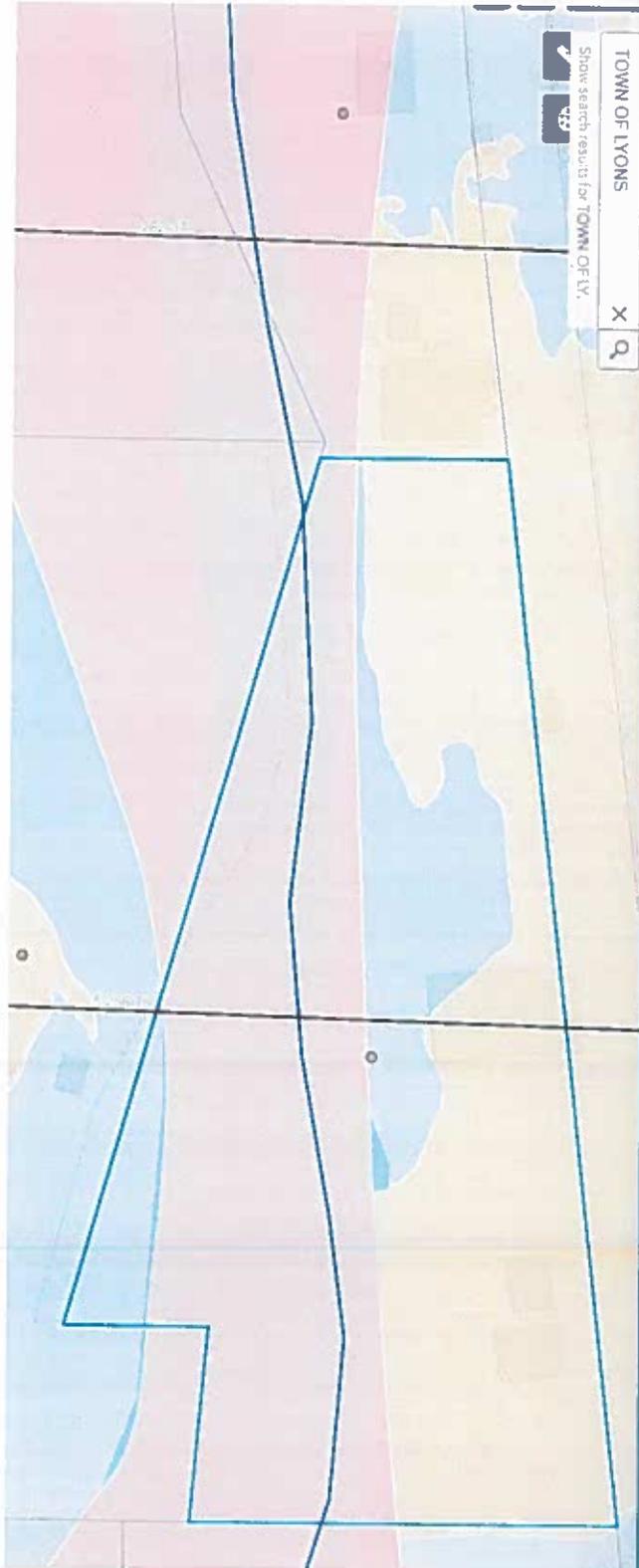
2/21/2024  
Date

Comments: TOWN TO REVIEW 100% STAMPED DRAWINGS  
PRIOR TO CONSTRUCTION.

TOWN OF LYONS



Show search results for TOWN OF LY.



Legend

SiteAddressPoint

Public View

Cross Sections

Profile Baselines

Flood Hazard Zones

- Regular Story Floodway
- 1% Annual Chance Flood Hazard
- 0.2% Annual Chance Flood Hazard



# LYONS UTE HIGHWAY STREAMBANK STABILIZATION PROJECT

## LYONS, COLORADO

### FEBRUARY 2024



VICINITY MAP

As-built survey performed by Flatirons, Inc. 12-2-2024.  
 ALTA survey attached. Overlay with Streambank Stabilization design performed by Werner Water Engineering, LLC. 2-26-2025

GENERAL NOTES:

1. THE CONTRACTOR SHALL LOCATE ALL UTILITIES ON-SITE, COORDINATE CONSTRUCTION WITH ALL UTILITY OWNERS AND BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR MUST SCHEDULE ANY REQUIRED UTILITY ADJUSTMENTS WITH THE UTILITY OWNER TO ELIMINATE CONFLICTS.
2. THE CONTRACTOR SHALL CONFORM TO ALL PLAN AND SPECIFICATIONS SHOWN HEREIN AND NOTIFY THE ENGINEER IMMEDIATELY UPON THE DISCOVERY OF CONFLICTS OR CHANGES NOT CONSISTENT WITH THE CONTRACT DOCUMENTS.
3. THE CONTRACTOR SHALL HAVE COPIES OF ANY REQUIRED PERMITS ON SITE AT ALL TIMES AND COMPLY WITH ALL REQUIREMENTS OF ALL PERMITS AT ALL TIMES.
4. PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING ALL REQUIRED PLANS, INCLUDING DELIVERY AND STORAGE OF MATERIALS AND SITE EQUIPMENT, SITE ACCESS, EROSION CONTROL, TRAFFIC CONTROL, WATER CONTROL, AND DE-WATERING.
5. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING SITE INFRASTRUCTURE AND VEGETATION AS DIRECTED BY THE OWNER'S REPRESENTATIVE, INCLUDING BUT NOT LIMITED TO, CONCRETE, ASPHALT, SITE CIRCULATION PATHS, CURB AND GUTTER, PIPES, TREES, SHRUBS, GRASSES AND ALL SOFT OR HARDSCAPE OUTSIDE OF THE IMMEDIATE CONSTRUCTION AREA AND ITS REPLACEMENT IN THE EVENT OF DAMAGE TO EQUAL OR BETTER CONDITION.
6. IN AREAS OF DISTURBANCE, THE CONTRACTOR SHALL REMOVE AND STOCKPILE THE TOP 6" OF TOPSOIL AND REPLACE AND RE-VEGETATE AFTER CONSTRUCTION. SALVAGED TOPSOIL SHALL BE STOCKPILED IN AREAS THAT SHALL NOT INTERFERE WITH CONSTRUCTION PHASES AND AT LEAST 15 FEET AWAY FROM AREAS OF CONCENTRATED FLOWS OR PAVEMENT. THE SLOPES OF THE STOCKPILE SHALL NOT EXCEED 2:1 HORIZONTAL TO VERTICAL. A SILT FENCE OR OTHER ADEQUATE EROSION CONTROL SHALL BE INSTALLED AROUND THE PERIMETER OF EACH STOCKPILE. TOPSOIL FROM ANY RIPARIAN AREAS SHALL BE STOCKPILED SEPARATELY FROM OTHER TOPSOIL AND SHALL BE REINSTALLED IN RIPARIAN AREAS.
7. IF PREVIOUSLY UNKNOWN HISTORIC OR ARCHEOLOGICAL REMAINS ARE DISCOVERED DURING CONSTRUCTION, THE CONTRACTOR MUST IMMEDIATELY STOP WORK AND NOTIFY BOTH THE OWNER'S REPRESENTATIVE OF THESE ITEMS AND WORK MAY NOT COMMENCE UNTIL WRITTEN APPROVAL IS GIVEN TO PROCEED.
8. THE CONTRACTOR MUST BE AVAILABLE TO PROVIDE ALL NECESSARY RESOURCES FOR PERIODIC INSPECTIONS FROM REGULATORY AGENCIES, INCLUDING BUT NOT LIMITED TO THE UNITED STATES ARMY CORPS OF ENGINEERS OR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AT ANY TIME DURING THE CONSTRUCTION TIME PERIOD. THIS PERIOD INCLUDES PRE-CONSTRUCTION AND POST-CONSTRUCTION.
9. THE CONTRACTOR MUST MEET ALL REQUIREMENTS FOR BMP'S AS DESCRIBED IN THE CONSTRUCTION SPECIFICATIONS.
10. THE CONTRACTOR IS RESPONSIBLE FOR MONITORING ALL SITE SAFETY REQUIREMENTS AND REGULATIONS THROUGH THE ENTIRE DURATION OF ON-SITE CONSTRUCTION ACTIVITIES.
11. THE CONTRACTOR SHALL OBTAIN AT THEIR EXPENSE ANY AND ALL DISCHARGE PERMITS NECESSARY TO PERFORM THE WORK DESCRIBED HEREIN, WHICH MAY BE SUBJECT TO THE PROVISIONS OF THE COLORADO WATER QUALITY ACT AND THE COLORADO DISCHARGE PERMIT REGULATIONS.
12. ANY ADDITIONAL COSTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
13. THE CONTRACTOR IS RESPONSIBLE FOR MANAGING A SAFE SITE IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS.
14. THE CONTRACTOR SHALL CALL 2-BUSINESS DAYS IN ADVANCE FOR MARKING OF UNDERGROUND MEMBER UTILITIES BEFORE BEGINNING CONSTRUCTION, GRADING, OR EXCAVATING.

CALL UTILITY NOTIFICATION

COLORADO ONE-CALL DIG:  
 1-800-922-1987

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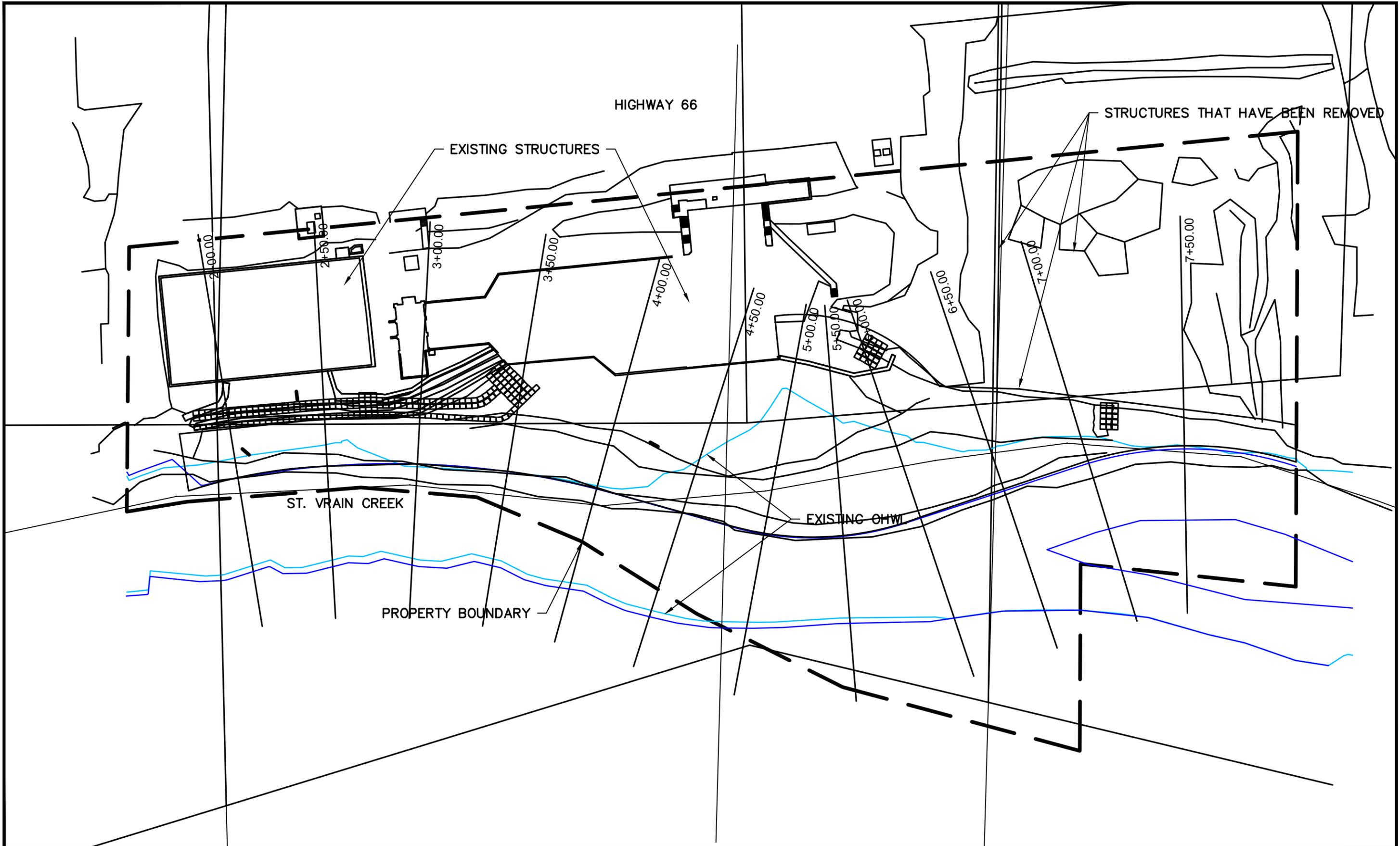
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LYONS UTE HIGHWAY STREAMBANK  
 STABILIZATION  
**AS-BUILT**

Sheet	1	of	12
Date	February 26, 2025		

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Prepared For

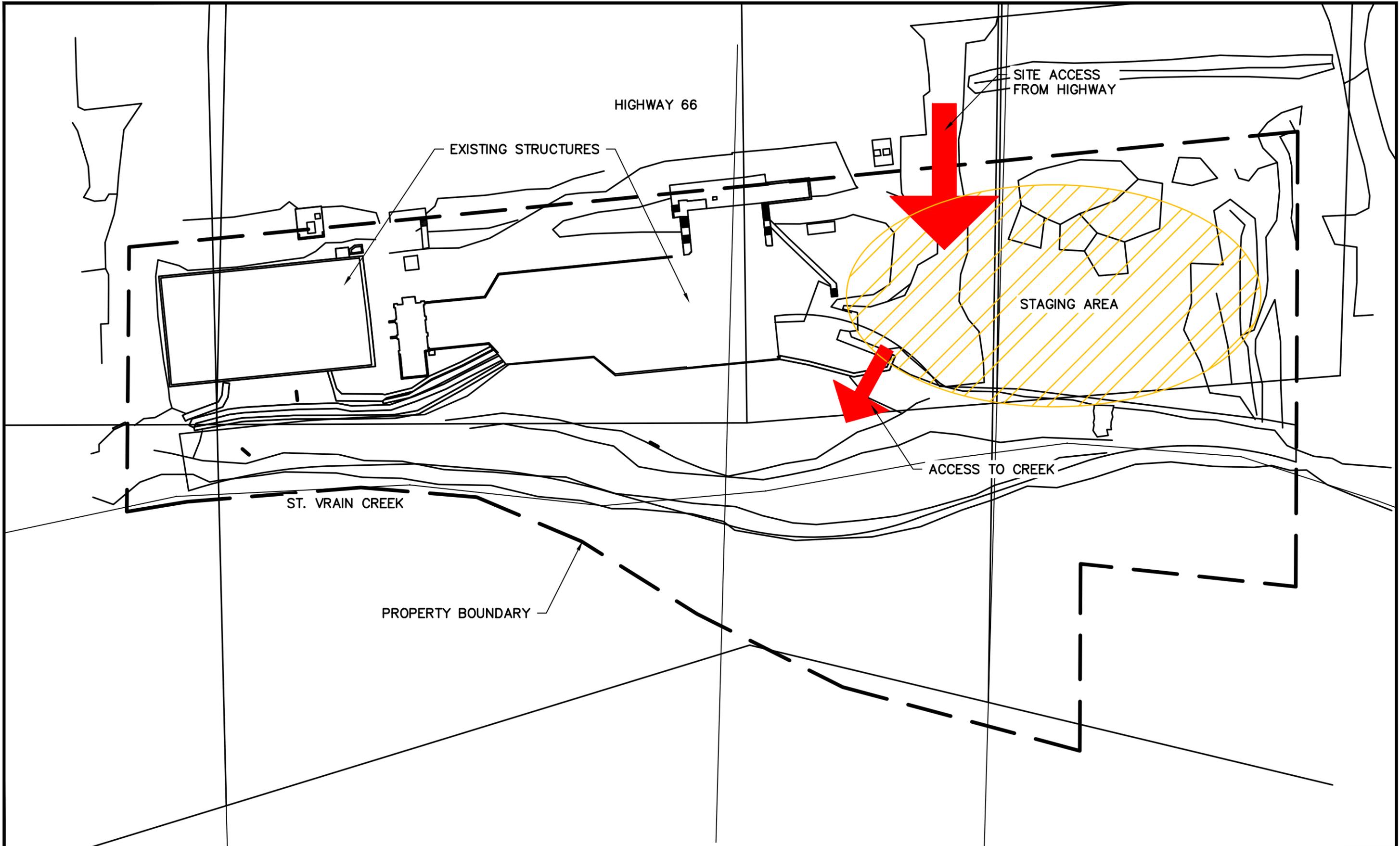
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**LYONS UTE HIGHWAY STREAMBANK STABILIZATION**  
**AS-BUILT**

Sheet <b>2</b>	of <b>12</b>
Date <b>February 26, 2025</b>	

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PLOTTED BY: \_\_\_\_\_ PLOT DATE: \_\_\_\_\_  
XREFS: \_\_\_\_\_



DATE	REVISION DESCRIPTION


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Job Number
Prepared For

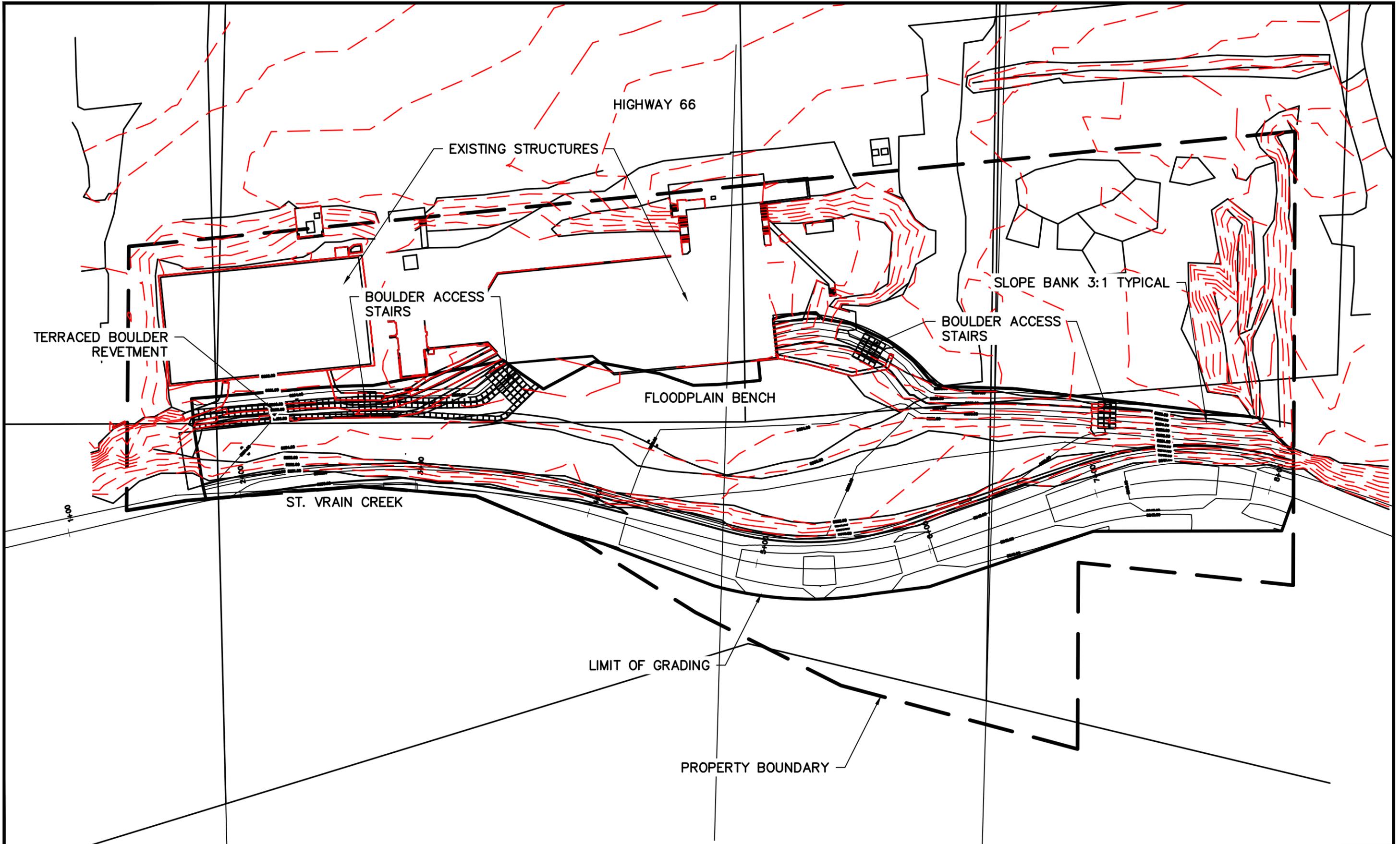
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**LYONS UTE HIGHWAY STREAMBANK STABILIZATION**  
**AS-BUILT**

Sheet <b>3</b>	of <b>12</b>
Date <b>February 26, 2025</b>	

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DATE	REVISION DESCRIPTION

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Job Number	
Prepared For	

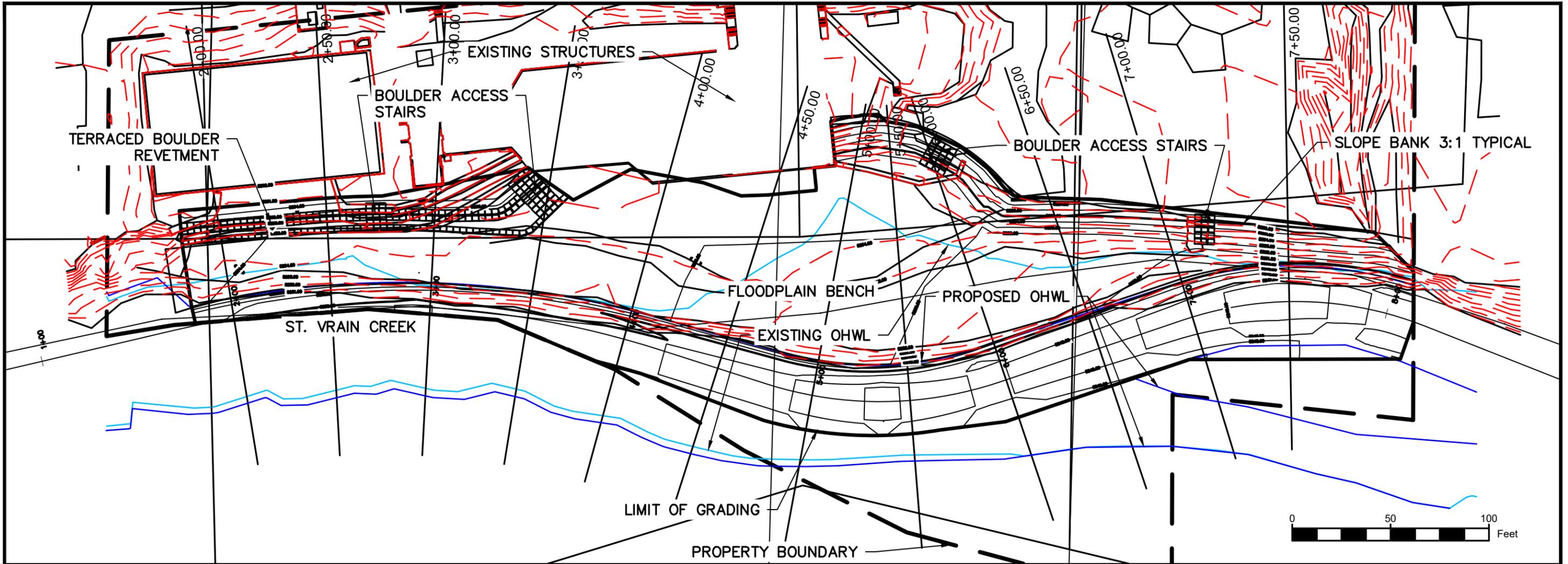
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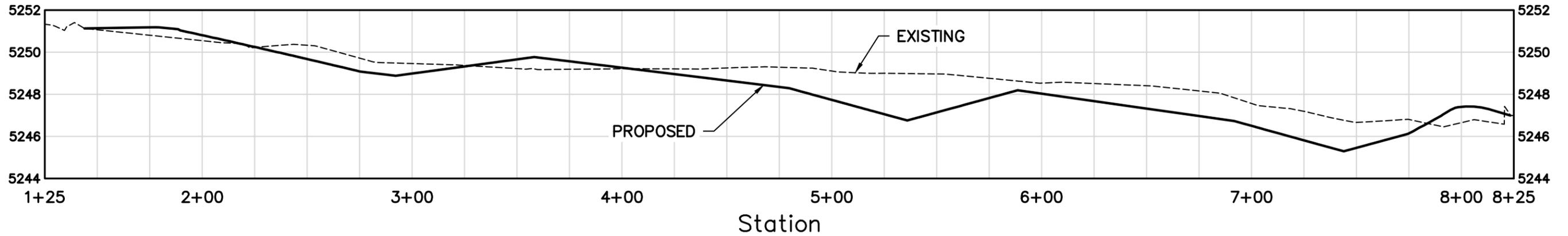
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Sheet <b>4</b>	of <b>12</b>
Date <b>February 26, 2025</b>	

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Proposed Thalweg Profile



DATE	REVISION DESCRIPTION

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Job Number	
Prepared For	

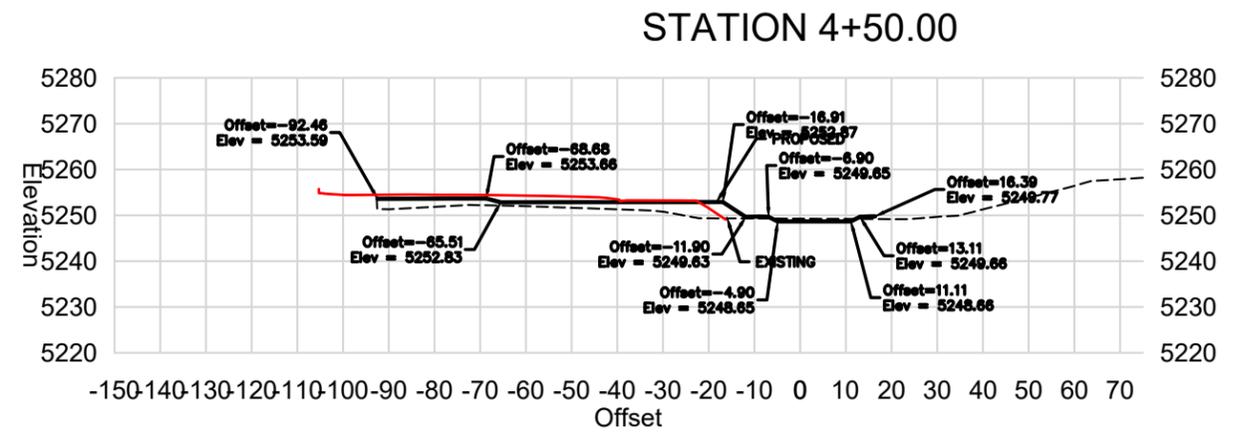
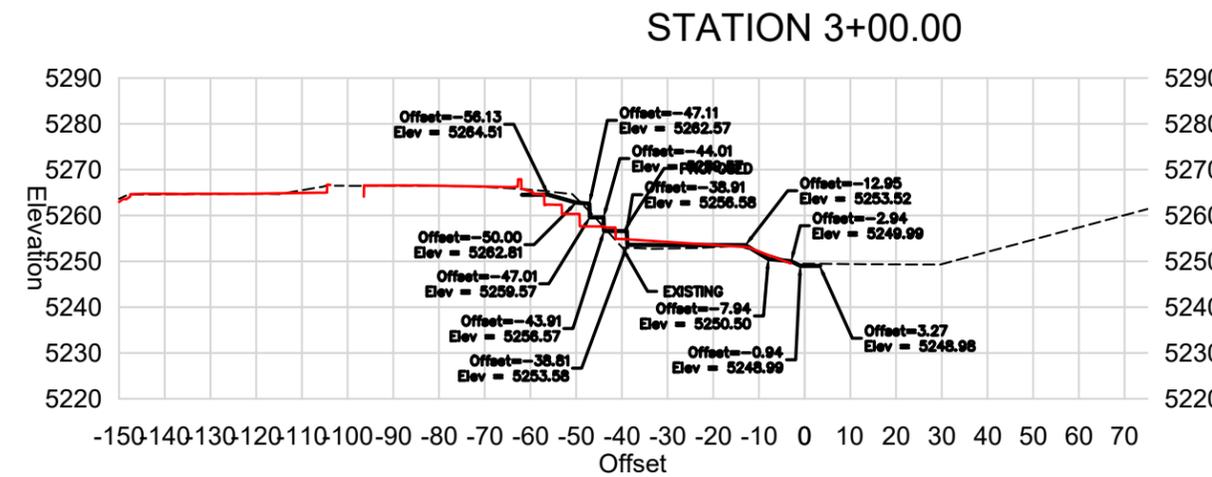
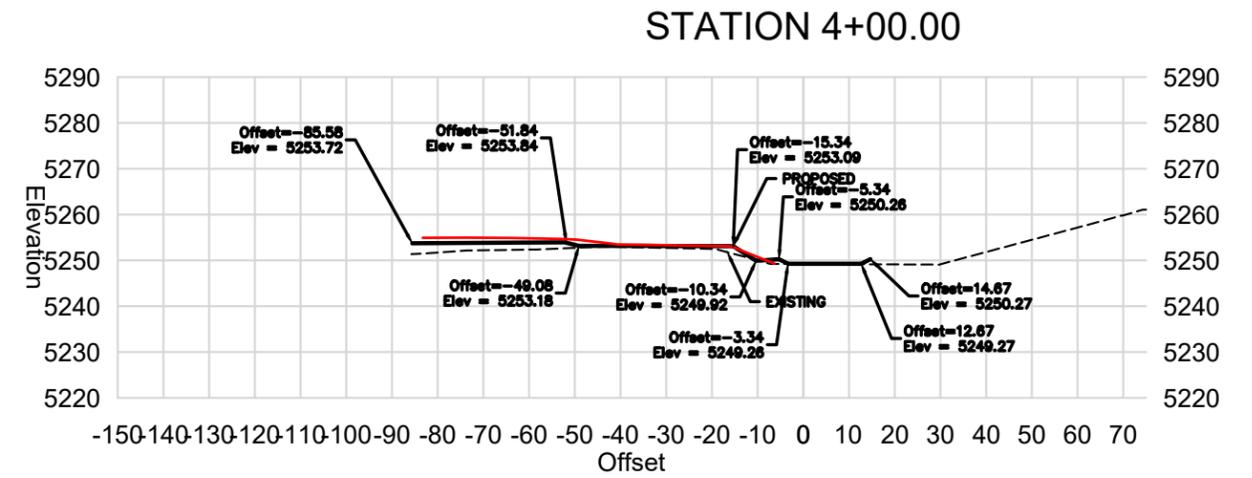
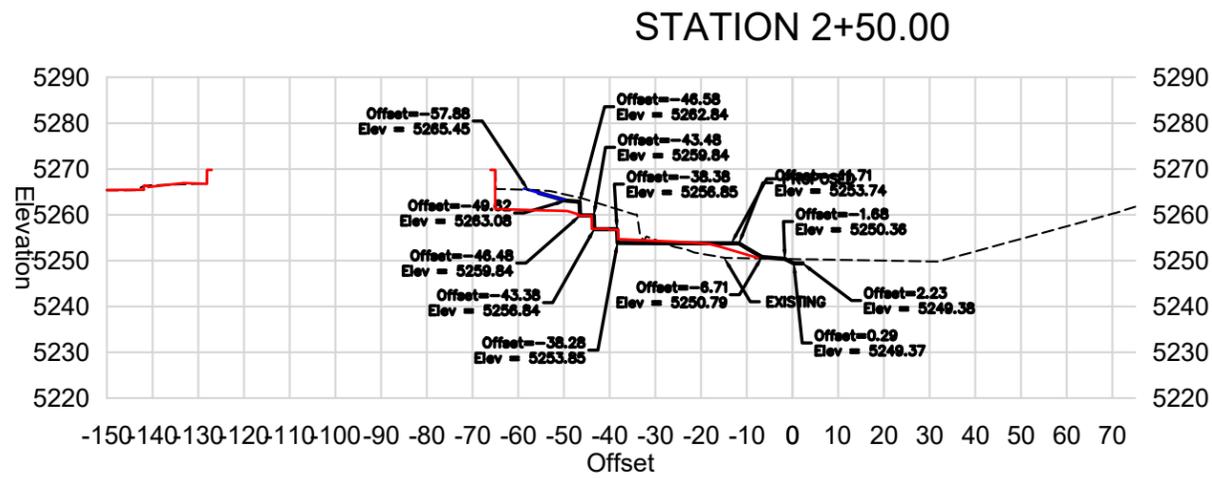
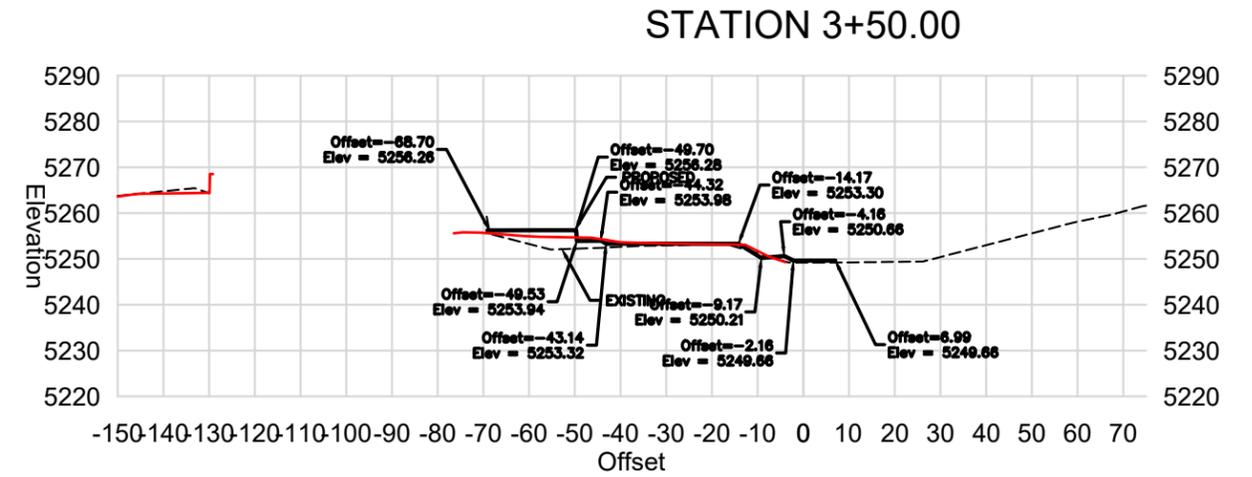
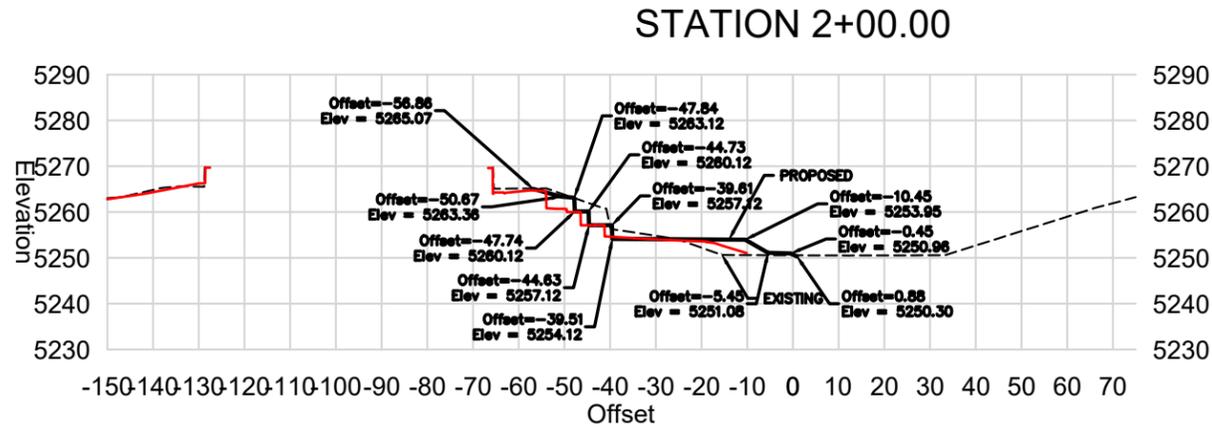
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LYONS UTE HIGHWAY STREAMBANK STABILIZATION  
**AS-BUILT**

Sheet <b>5</b>	of <b>12</b>
Date <b>February 26, 2025</b>	

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DATE	REVISION DESCRIPTION

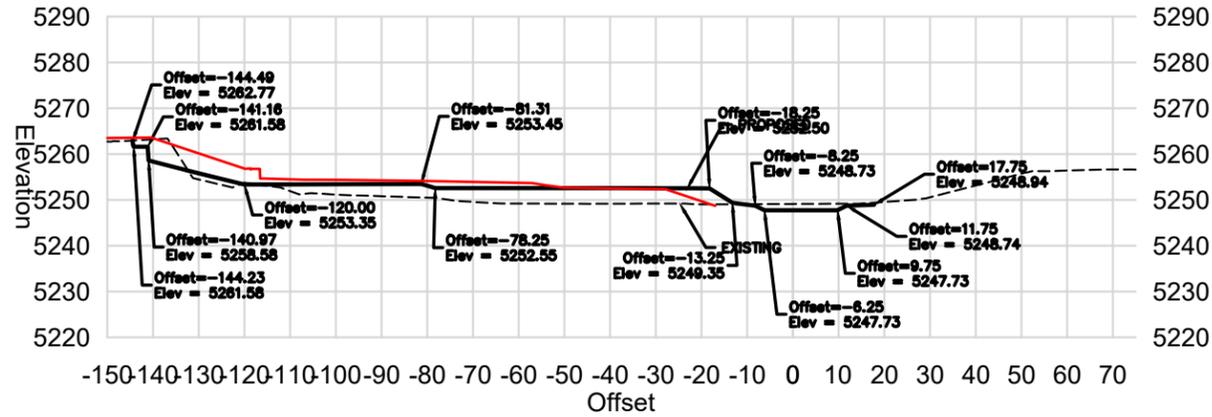
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		Checked	



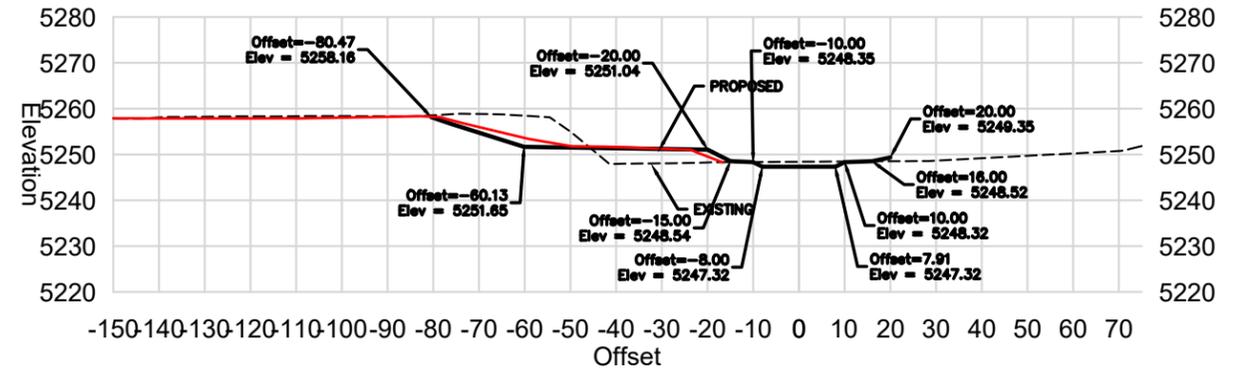
**LYONS UTE HIGHWAY STREAMBANK STABILIZATION**  
**AS-BUILT**

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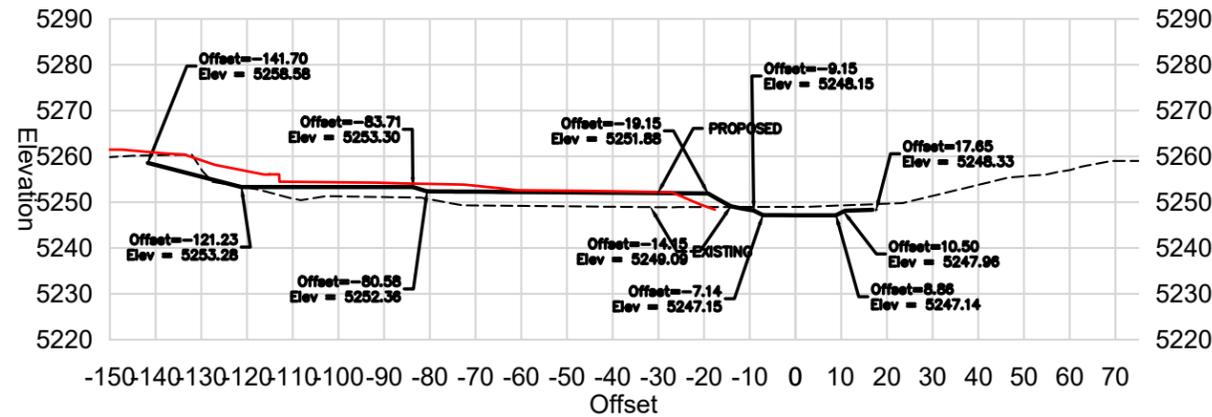
STATION 5+00.00



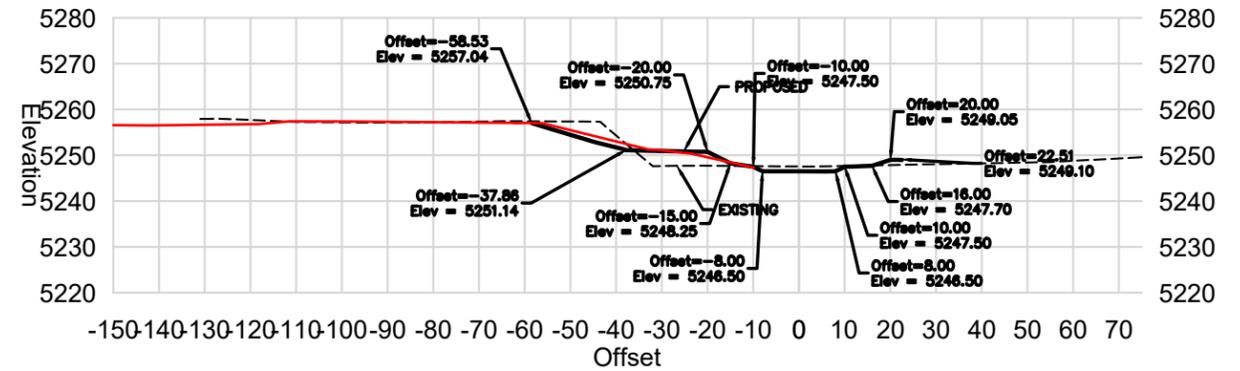
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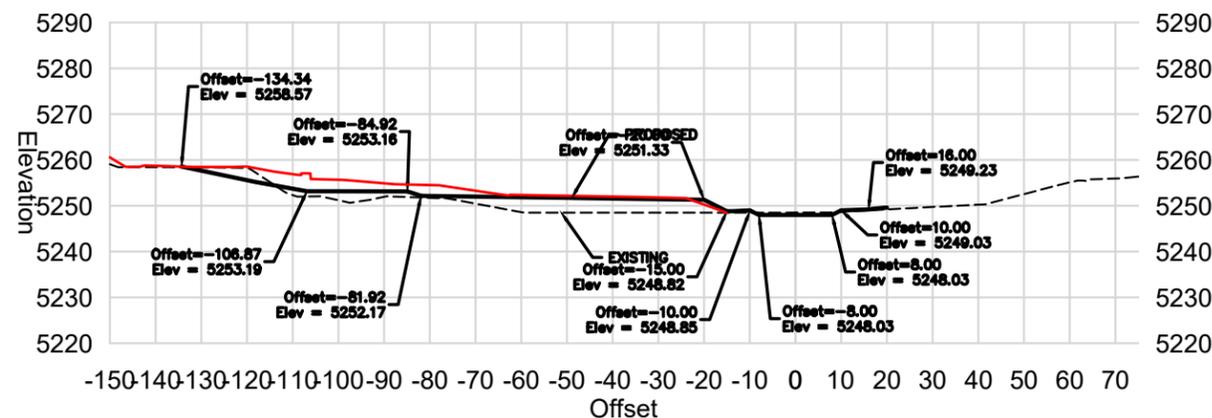
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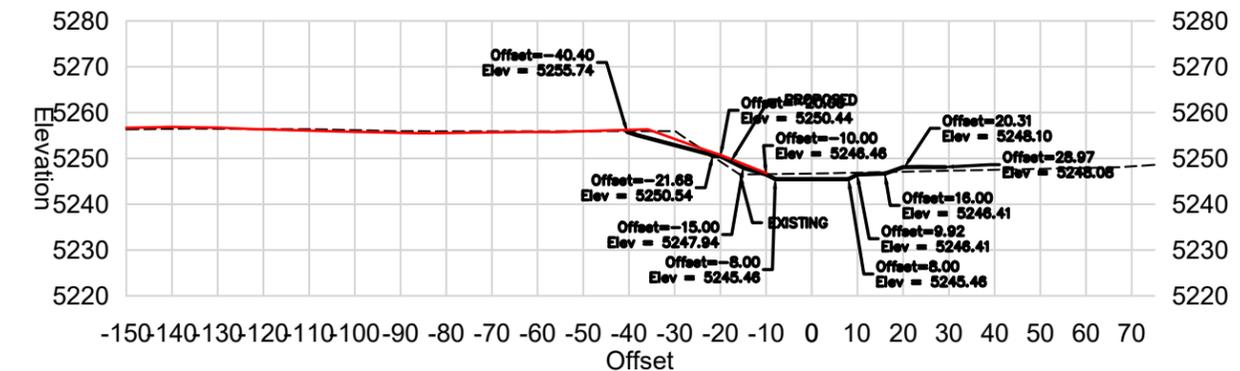
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STATION 6+00.00



STATION 7+50.00



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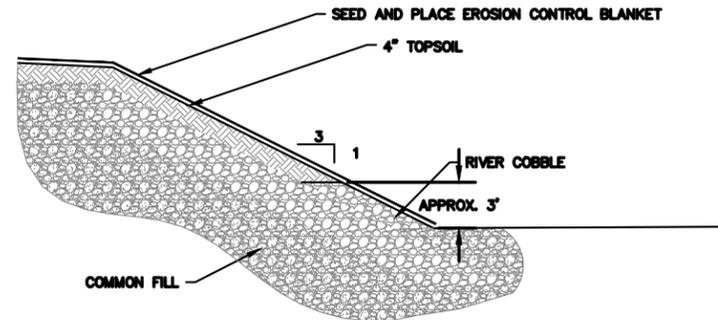

Drawing Name <b>Cross Sections (2)</b>	
Job Number	
Prepared For	

Designer NLW	Drafter NLW	Checked
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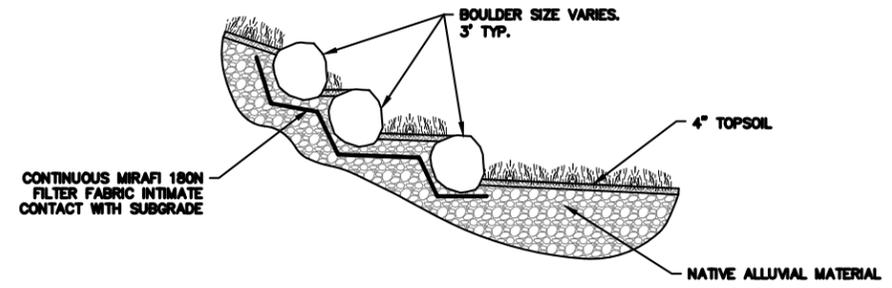


LYONS UTE HIGHWAY STREAMBANK STABILIZATION  
**AS-BUILT**

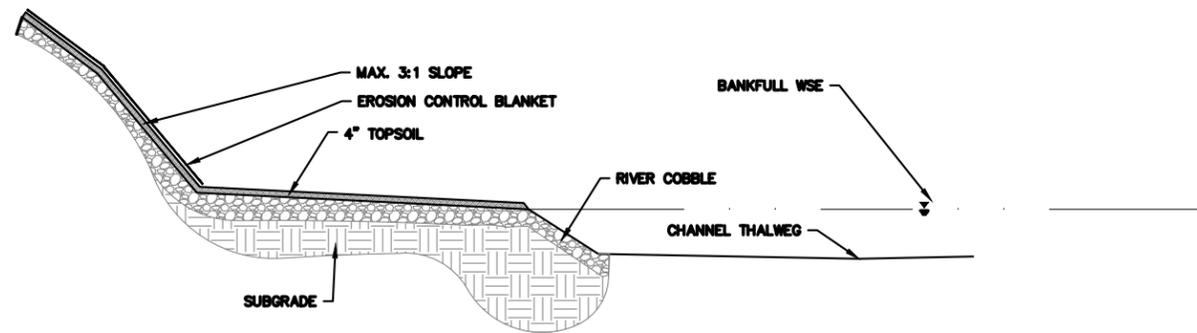
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VEGETATED BANK TYP.  
SECTION



TERRACED BOULDERS WITH VEGETATION TYP.  
SECTION SCALE: 1:5



BENCH TYPICAL  
SECTION NTS

DATE	REVISION DESCRIPTION

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Drawing Name <b>Typical Details</b>		
Job Number		
Prepared For		

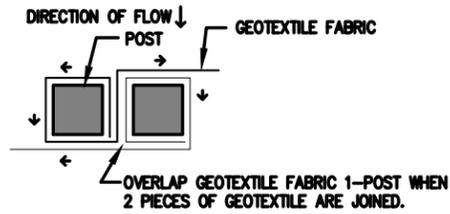
Designer <b>NLW</b>	Drafter <b>NLW</b>	Checked
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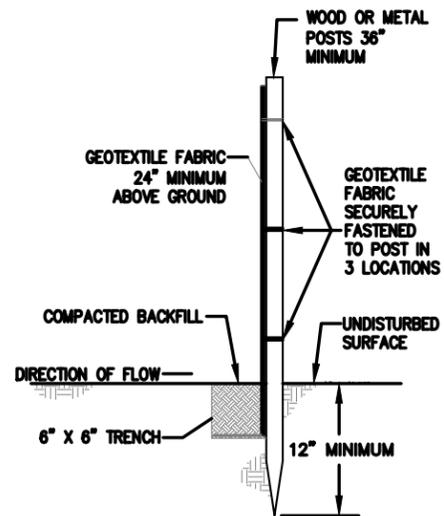
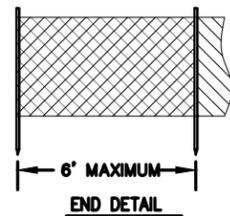
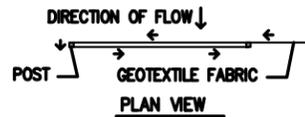
LYONS UTE HIGHWAY STREAMBANK  
 STABILIZATION  
**AS-BUILT**

Sheet <b>8</b>	of <b>12</b>
Date <b>February 26, 2025</b>	

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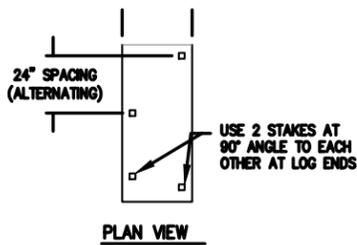
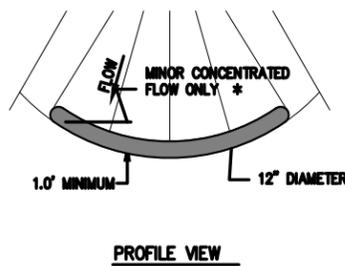
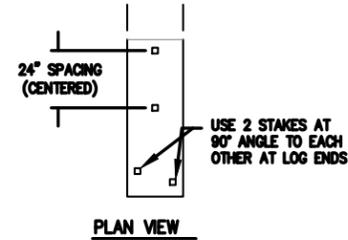
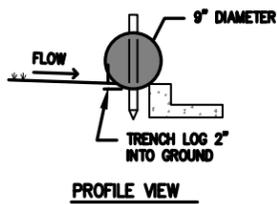
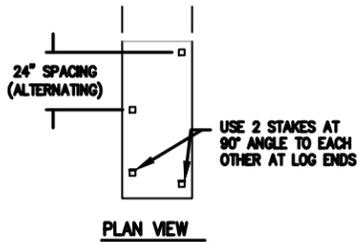
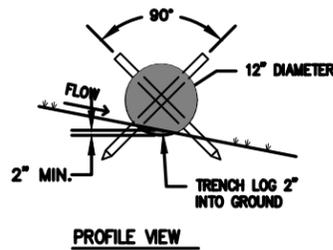


PLAN VIEW: TRANSITION DETAIL



- NOTES:
1. WOOD POSTS SHALL HAVE A MINIMUM DIAMETER OR CROSS-SECTION OF 2 INCHES. METAL POSTS SHALL BE STUDDED "I" OR "U" TYPE.
  2. GEOTEXTILE FABRIC SHALL COMPLY WITH CDOT 712.086.
  3. GEOTEXTILE FABRIC SHALL EXTEND A MINIMUM OF 6" BELOW GRADE AND ANOTHER 6" HORIZONTALLY IN A "L" SHAPE BEFORE BACKFILLING AND COMPACTING THE TRENCH. (SLICING METHOD IS ALSO ACCEPTED)
  4. SILT FENCE SHALL NOT BE USED IN CONCENTRATED FLOWS. HEIGHT OF THE GEOTEXTILE FABRIC.
  5. SILT FENCE SHALL ONLY BE PLACED PARALLEL TO SURFACE CONTOURS.
  6. CLEAN AND REMOVE SILT WHEN THE SILT REACHES
  7. UPON PERMANENT STABILIZATION OF AREAS UPSLOPE OF THE SILT FENCE, THE SILT FENCE SHALL BE REMOVED AND DISTURBED AREAS PERMANENTLY STABILIZED.

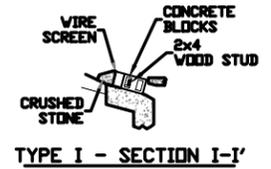
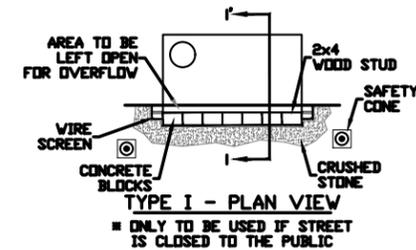
8 SILT FENCE DETAILS NTS



\* FOR MAJOR CONCENTRATED FLOWS, USE A ROCK CHECK DAM

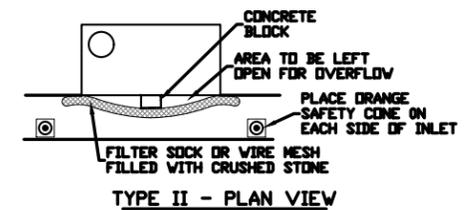
- NOTES:
1. STAKES SHALL BE 1-1/2" x 1-1/2" x 24" MINIMUM AND EMBEDDED INTO GROUND A MINIMUM OF 12".
  2. SEDIMENT CONTROL LOG SHALL BE TRENCHED 2" INTO GROUND.
  3. FOR CONTINUOUS CONTROL, ADJACENT SEDIMENT CONTROL LOGS SHALL BE PLACED FIRMLY TOGETHER WITH NO GAPS.
  4. SEDIMENT SHALL BE CLEANED/ REMOVED WHEN SEDIMENT DEPTH IS 1/2 THE HEIGHT OF THE SEDIMENT CONTROL LOG.

9 SEDIMENT CONTROL LOG DETAILS NTS

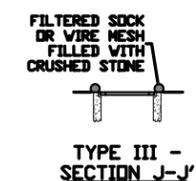
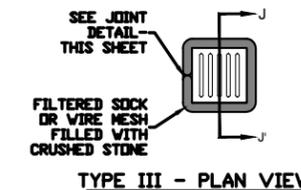


TYPE I - PLAN VIEW

ONLY TO BE USED IF STREET IS CLOSED TO THE PUBLIC



TYPE II - PLAN VIEW



TYPE III - PLAN VIEW

TYPE III - SECTION J-J'

JOINT DETAIL

- NOTES:
1. CRUSHED STONE SHALL BE NO. 4 STONE WITH 0% PASSING THE 3/4" SIEVE.
  2. SEDIMENT SHALL BE REMOVED WHEN SEDIMENT ACCUMULATION REACHES 1/2 THE INLET PROTECTION HEIGHT.
  3. INLET PROTECTION SHALL BE PLACED IN A MANNER NOT TO CAUSE SIGNIFICANT FLOODING IN PUBLIC STREETS OR AREAS.
  4. INSET FILTER BAGS WITH OVERFLOW PORTS MAY BE USED IN HIGH TRAFFIC AREAS AS A SUBSTITUTE.
  5. IF LARGE DEPOSITS OF SEDIMENT ENTERS THE STORM SEWER, THE CONTRACTOR SHALL CLEAN THE STORM SEWER TO THE SATISFACTION OF THE CITY.

7 INLET PROTECTION DETAILS NTS

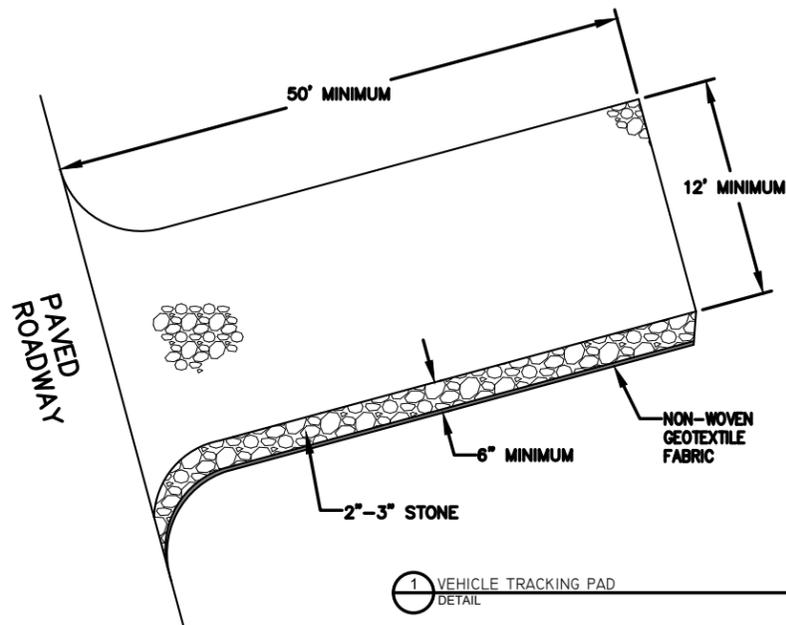
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Job Number	
Prepared For	Designer NLW
	Drafter NLW
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LYONS UTE HIGHWAY STREAMBANK STABILIZATION  
**AS-BUILT**

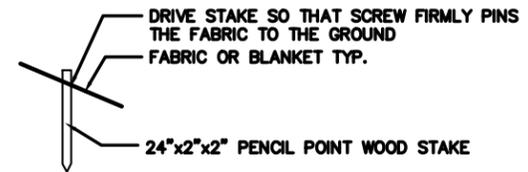
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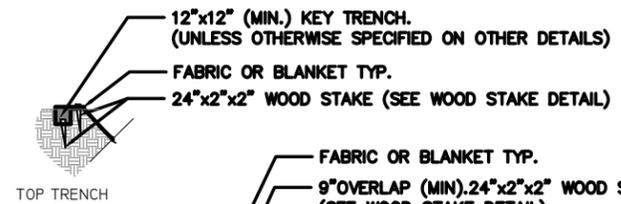
**NOTES:**

1. PAVED ROADWAY TO BE KEPT CLEAN OF MUD, DIRT, ROCKS, AND DEBRIS AT ALL TIMES.
2. GEOTEXTILE FABRIC SHALL COMPLY WITH CDOT 712.08b.
3. 2"-3" STONE SHALL CONTAIN LESS THAN 10% FINES.
4. CONSTRUCTION EXIT SHALL BE MAINTAINED AT ALL TIMES. STONE SHOULD BE BLADED AND/OR ADDITIONAL 2"-3" STONE SHOULD BE PLACED IF VOIDS BEGIN FILLING WITH DEBRIS.
5. IF A DRAINAGE DITCH EXISTS NEXT TO ROADWAY, INSTALL TEMPORARY CULVERT UNDERNEATH STONE CONSTRUCTION EXIT TO CONVEY FLOW.
6. PROVIDE INLET PROTECTION FOR ANY INLETS LOCATED IMMEDIATELY ADJACENT TO THE CONSTRUCTION EXIT.
7. IF TRACKOUT DOES OCCUR, ROADWAY SHOULD BE SWEEPED IMMEDIATELY.
8. RECYCLED CONCRETE OR RECYCLED ASPHALT SHALL NOT BE USED.

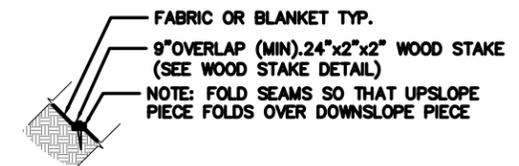
1 VEHICLE TRACKING PAD  
 DETAIL NTS



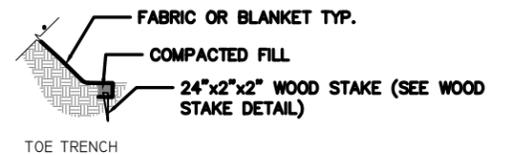
WOOD STAKE DETAIL



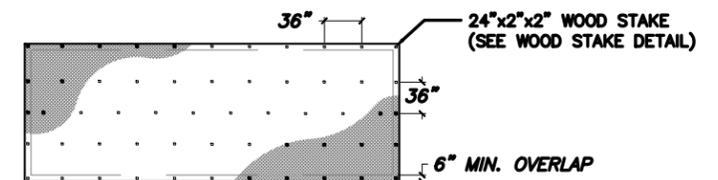
TOP TRENCH



SEAM OVERLAP



TOE TRENCH



EROSION CONTROL FABRIC

**NOTES:**

1. WHERE FEASIBLE, FABRIC WILL BE ROLLED OUT AND INSTALLED PARALLEL WITH THE STREAM.
2. UPSTREAM FABRIC PIECES WILL OVERLAP DOWNSTREAM PIECES AND UPSLOPE PIECES WILL OVERLAP DOWNSLOPE PIECES.
3. FOLD OVERLAPPING SEAMS AT LEAST TWICE AND THEN STAKE.
4. AFTER INITIAL STAKING, STAKE FABRIC AS NECESSARY SO THAT IT IS COMPLETELY FLUSH WITH THE GROUND SURFACE.
5. SEED, RAKE, MULCH FINISHED GRADE PRIOR TO LAYING FABRIC.
6. SEE, RAKE, MULCH KEY TRENCHES PRIOR TO CLOSING FABRIC.

7 EROSION CONTROL FABRIC  
 DETAILS NTS

DATE	REVISION DESCRIPTION

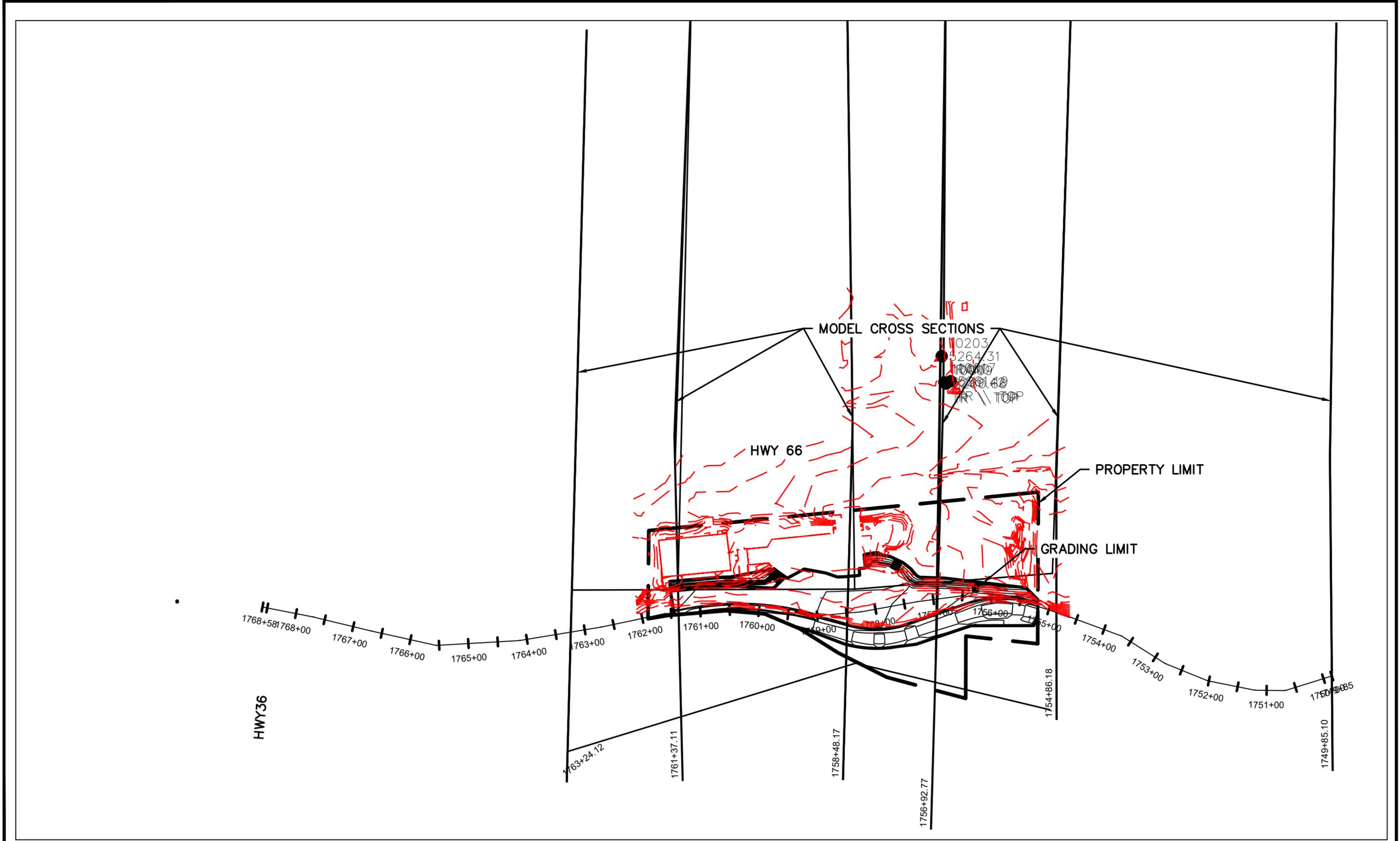
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Job Number		
Prepared For	Designer NLW	Drafter NLW
	Checked	



LYONS UTE HIGHWAY STREAMBANK  
 STABILIZATION  
**AS-BUILT**

Sheet	10	of	12
Date	February 26, 2025		

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 XREFS: \_\_\_\_\_



DATE	REVISION DESCRIPTION

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Job Number		
Prepared For	Designer <b>NLW</b>	Drafter <b>NLW</b>
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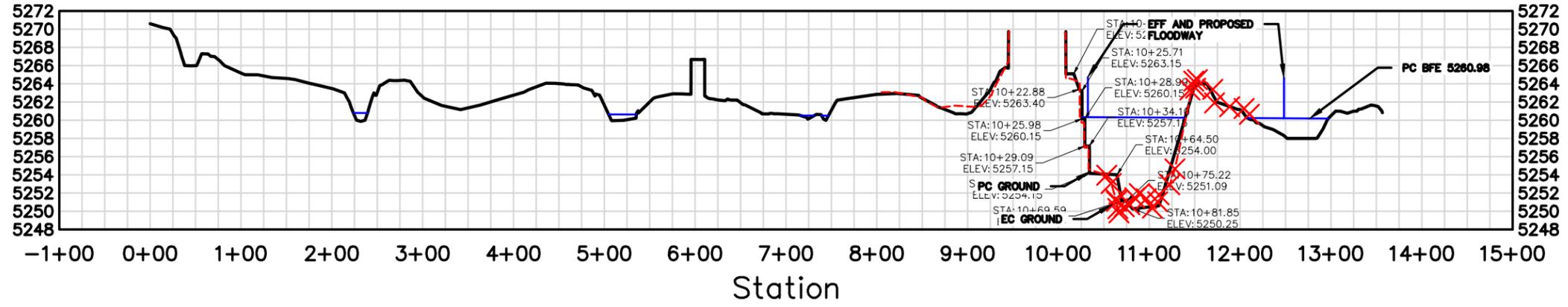


**LYONS UTE HIGHWAY STREAMBANK STABILIZATION AS-BUILT**

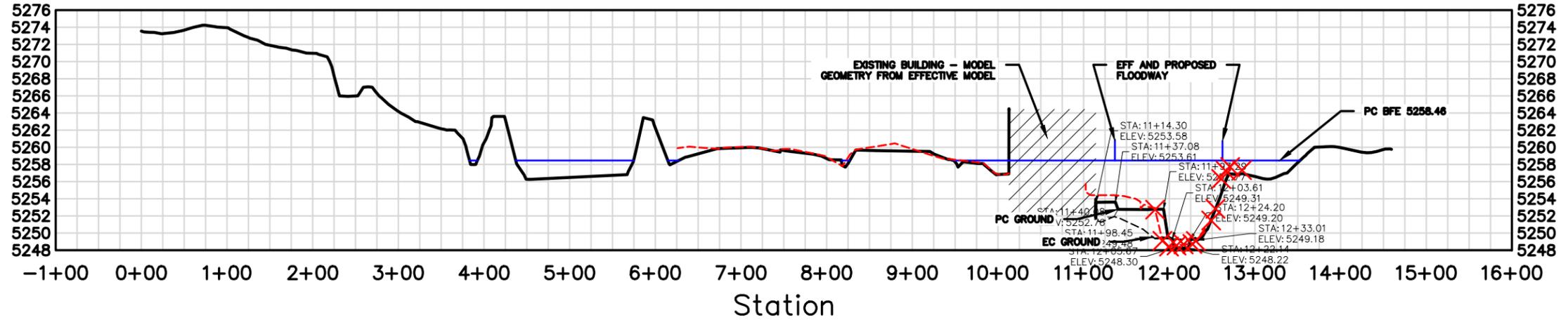
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Date <b>February 26, 2025</b>	

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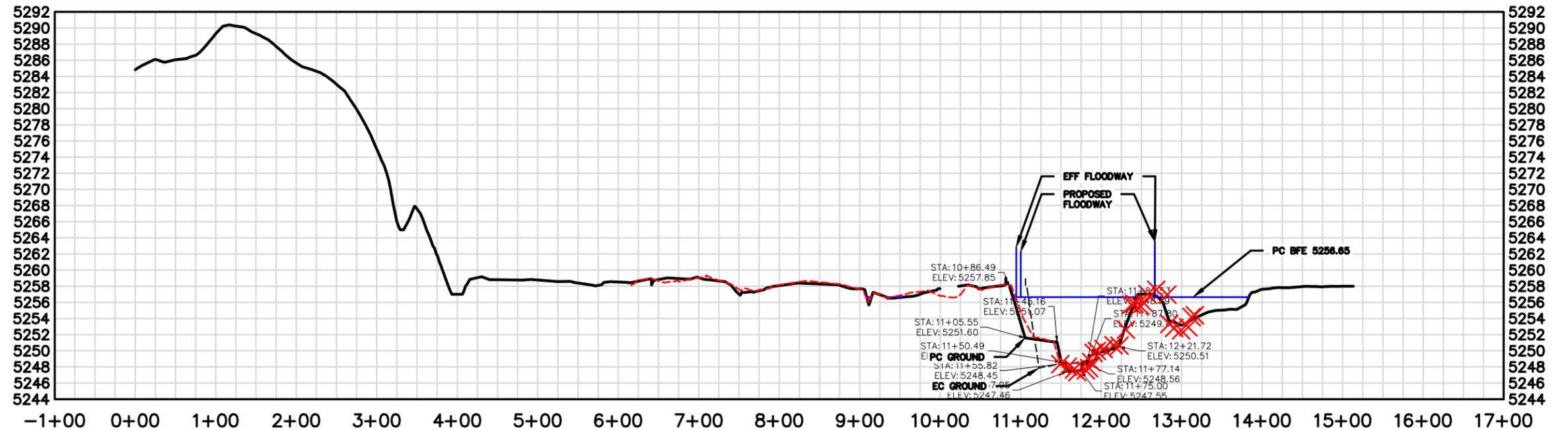
176137.11 Profile



175848.2 Profile



175692.77 Profile



DATE	REVISION DESCRIPTION

Drawing Name <b>Floodplain Cross Sections</b>		
Job Number		
Prepared For		
Designer <b>NLW</b>	Drafter <b>NLW</b>	Checked



LYONS UTE HIGHWAY STREAMBANK  
 STABILIZATION  
**AS-BUILT**

Sheet	12
of	12
Date	February 26, 2025



**DEPARTMENT OF THE ARMY**  
CORPS OF ENGINEERS, OMAHA DISTRICT  
DENVER REGULATORY OFFICE, 9307 SOUTH WADSWORTH BOULEVARD  
LITTLETON, COLORADO 80128-6901

January 30, 2024

**SUBJECT: Nationwide Permit Verification – NWO-2023-01629-DEN  
Lyons Ute HWY Streambank Stabilization**

Rene Doubleday  
Lyons Ute Hwy, LLC  
3222 Tejon St  
Denver, CO 80211

Dear Ms. Doubleday:

This letter is in reference to the proposed project located approximately 1000 feet east of the Highway 66 and Highway 36 intersection near Lyons, at latitude 40.211415°, longitude -105.245412°, in Boulder County, Colorado. The work as described in your October 26, 2023, submittal (revised January 5, 2024) will consist of restoration of a 630-foot reach of St. Vrain Creek, damaged during the 2013 floods, by constructing a multistage channel with a low flow channel, bankfull channel, and a floodplain bench. The proposed project will impact 0.73 acre of St. Vrain Creek; however, this work is considered ecological restoration and will result in a net benefit to the aquatic environment.

Based on the information provided, this office has determined that the work is authorized by the **Department of the Army Nationwide Permit (NWP) 27 – Aquatic Habitat Restoration, Enhancement, and Establishment Activities** found in the January 13, 2021, Federal Register. Enclosed is a fact sheet, which fully describes this Nationwide Permit and lists the General Conditions, and Colorado Regional Conditions, which must be adhered to for this authorization to remain valid.

Although an Individual Department of the Army permit will not be required for this work, this does not eliminate the requirement that any other applicable federal, state, tribal or local permits be obtained as required. Please be advised that deviations from the original plans and specifications of this project could require additional authorization from this office.

The applicant is responsible for all work accomplished in accordance with the terms and conditions of the nationwide permit. If a contractor or other authorized representative will be accomplishing the work authorized by the nationwide permit on behalf of the applicant, it is strongly recommended that they be provided a copy of this letter and the enclosed conditions so that they are aware of the limitations of the

applicable nationwide permit. Any activity which fails to comply with all the terms and conditions of the nationwide permit will be considered unauthorized and subject to appropriate enforcement action.

This verification will be valid until March 14, 2026. If work has begun, or is under contract to begin, prior to March 14, 2026, the permittee is granted an additional 12 months to complete the project under the 2021 NWP. In compliance with General Condition 30, the enclosed "Certification of Completed Work" form must be signed and returned to this office upon completion of the authorized work and any required mitigation.

If there are any questions please feel free to contact me at (720) 922-3852 or by e-mail at [matthew.r.montgomery@usace.army.mil](mailto:matthew.r.montgomery@usace.army.mil), and reference **Corps File No. NWO-2023-01629-DEN**.

Sincerely,

A handwritten signature in black ink that reads "Matthew Montgomery". The signature is written in a cursive, slightly slanted style.

Matt Montgomery  
Denver Regulatory Office

Enclosure(s)

Copies Furnished:  
U.S. Fish and Wildlife Service  
Colorado Department of Public Health and Environment  
Environmental Protection Agency  
Colorado Parks and Wildlife  
Nathan Werner, Werner Water Engineering

**Town of Lyons, Colorado  
Board of Trustees  
BOT Agenda Cover Sheet  
Agenda Item No: VII. 3  
Meeting Date: January 20, 2026**

**TO:** Mayor Rogin and Members of the Board of Trustees

**FROM:** Cassey Eyestone, Finance Director

**DATE:** 1/13/2026

**ITEM:** 2<sup>nd</sup> Reading of Ordinance 1211 - An Ordinance of the Town of Lyons, Colorado Referring a Question to the Electors of the Town of Lyons on Whether the Use Tax Shall be Increased 1% to a Maximum of 4% to be Considered by Voters at the April 7, 2026, Election

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** Discuss the proposed ballot measure language and if the Board of Trustees would like to pursue an increase in the Town of Lyons use tax.
- II. **RECOMMENDED ACTION / NEXT STEPS:** Decide if a ballot measure should be included in the 2026 Regular Municipal Election for an increase in the use tax.
- III. **FISCAL IMPACTS:** Yes, if the ballot measure is pursued and approved by the Town of Lyons registered voters, additional use tax revenue would be generated. The amount could range from \$70,000 - \$81,000 in a typical building year to \$115,000 - \$148,000 in a building year with large development projects.
- IV. **BACKGROUND INFORMATION:** At the October 2025 budget workshops, discussions were held as it related to potential future budget shortfalls. It was noted that the Town's use tax rate of 3.0% did not match the Town's sales tax rate of 4.0%, which is not typical, as use tax is paid in lieu of sales tax on certain items. The Board requested a review at a future date to discuss whether an increase should be proposed. Any proposed increase would require voter approval.
- V. **LEGAL ISSUES:** None.
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A
- VII. **SUMMARY AND ALTERNATIVES:** The alternative would be not to pursue the ballot measure.
- XIII. **PROPOSED MOTION:** "I move to approve Ordinance 1211 on second reading. An Ordinance of the Town of Lyons, Colorado Referring a Question to the Electors of the Town of Lyons on Whether the Use Tax Shall be Increased 1% to a Maximum of 4% to be Considered by Voters at the April 7, 2026, Election."

**TOWN OF LYONS, COLORADO**

**ORDINANCE NO. 1211**

**AN ORDINANCE OF THE TOWN OF LYONS, COLORADO  
REFERRING A QUESTION TO THE ELECTORS OF THE TOWN OF LYONS  
ON WHETHER THE USE TAX SHALL BE INCREASED 1% TO A MAXIMUM OF 4%  
TO BE CONSIDERED BY THE VOTERS AT THE APRIL 7, 2026, ELECTION**

**WHEREAS**, the Town of Lyons (“Town”) is a statutory municipality organized under the laws of the State of Colorado; and

**WHEREAS**, pursuant to Section 13-15-103, C.R.S., the Town has the authority to create and publish ordinances; and

**WHEREAS**, Section 29-2-109, C.R.S., authorizes the Town to levy use taxes within its borders; and

**WHEREAS**, the Town has previously enacted a 3% use tax; and

**WHEREAS**, at the April 2, 2024, regular election, the registered electors of the Town voted to approve an increase to the sales tax to a total of 4%; and

**WHEREAS**, the Town of Lyons Board of Trustees (the “Board”) desires to refer a question to the registered electors of the Town to increase the use tax 1%, for a total of 4%, to make it consistent with the Town’s sales tax; and

**WHEREAS**, the Board also wishes to adopt implementing code language to be codified only if the referred ballot question is successful; and

**WHEREAS**, the Board deems it appropriate to submit one ballot question for the Ballot Issue to the electorate of the Town at the municipal election on April 7, 2026.

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

Section 1. The following ballot question shall appear in the ballot at the coordinated Town election to be held on April 7, 2026:

**Question 1. Shall the Town of Lyons change the Town’s use tax, increasing it 1% to a total of 4%, commencing on June 1, 2026, increasing tax revenues up to \$115,000 the first fiscal year and whatever amounts are raised annually thereafter; and shall the Town be permitted to collect, retain, and expend all revenues derived from such tax as a voter-approved revenue change and an exception to limits which would otherwise apply under Article X, Section 20 of the Colorado Constitution or any other law?**

**YES** \_\_\_\_\_

**NO** \_\_\_\_\_

Section 2. In connection with the fixing of the ballot title, the Board finds and determines as follows:

- A. The Board finds that the general understanding of the effect of a “yes” or “no” vote on the Ballot Issues will be clear to the electors.
- B. The ballot title for the Ballot Issue will not conflict with those titles selected for any other Town measure that will appear on the ballot at the April 7, 2026, Town election; and
- C. The ballot titles for the Ballot Issues correctly and fairly express the true intent and meaning of the measure.

Section 3. Subject to voter approval, as specified in this Ordinance, Section 4-5-10 of the Lyons Municipal Code shall be amended to read as follows:

**Sec. 4-5-10. - Imposition of tax.**

There is hereby imposed a use tax for the privilege of storing, using or consuming in the Town any construction and building materials, and motor and other vehicles on which registration is required, purchased at retail. Said tax is equal to four percent (4%) of the retail price and shall be imposed in accordance with the schedules set forth in the rules and regulations promulgated by the Colorado Department of Revenue or by separate ordinance by the Town.

Section 4. The Town Clerk shall serve as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the election on the Ballot Questions and shall take such action as may be required to comply with all applicable laws pertaining to the conduct of the election.

Section 5. The Town Clerk, the Town Administrator, and the Town Attorney are hereby authorized and directed to take all necessary and appropriate action to effectuate the provisions of this Resolution, including all reasonable and necessary action to cause such approved ballot questions and issues to be printed and placed on the ballot for the April 7, 2026, coordinated election.

Section 6. Implementation of Tax. Upon approval of the above Ballot Issue by the majority of the registered electors of the Town, the Board shall enact an implementing ordinance consistent with the terms and conditions contained in the above Ballot Issue.

Section 7. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be ineffective, invalid, or unenforceable, the ineffectiveness, invalidity, or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining issues of this Resolution.

**ADOPTED THIS 20<sup>th</sup> DAY OF JANUARY, 2026.**

**TOWN OF LYONS, COLORADO**

By: \_\_\_\_\_

Hollie Rogin, Mayor

ATTEST:

\_\_\_\_\_

Dolores M. Vasquez, CMC Town Clerk

**Town of Lyons, Colorado  
Board of Trustees  
BOT Agenda Cover Sheet  
Agenda Item No: VIII.1.  
Meeting Date: January 20th, 2026**

**TO:** Mayor Rogin and Members of the Board of Trustees  
**FROM:** Justin Doles, Town Engineer  
**DATE:** January 12, 2026  
**ITEM:** Resolution 2026-04 – A Resolution of the Town of Lyons, Colorado, Awarding and Approving a Professional Services Agreement for 3rd Avenue Stormwater BRIC Design Project with Drexel, Barrell & Co

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

This resolution awards and approves a contract with Drexel, Barrell & Co. for the design of the 3rd Avenue Stormwater BRIC Design Project.

**II. RECOMMENDED ACTION / NEXT STEP:**

Approve Resolution 2026-04.

**III. FISCAL IMPACTS:** The expenses for this Professional Services Agreement are reimbursable by a FEMA Building Resilient Infrastructure Communities (BRIC) grant.

Design & Grant Management Project Estimate: \$163,772.00

**Design:**

BRIC Share:	\$116,990.25
Town Share:	\$ 38,996.75

\*The remaining grant award is for grant management funded 100% by BRIC

**IV. BACKGROUND INFORMATION:**

The Town was awarded a BRIC grant to design stormwater mitigation improvements. The project includes completing a design for stormwater improvements for Third Avenue, located in the Eastern Watershed as defined in the Stormwater Master Plan. The grant was accepted by the Town via Resolution 2025-11.

The Town issued a Request for Proposals on September 17th, 2025. Proposals were due on October 23rd, 2025. This project was advertised on BidNet Direct and six proposals were received at Town Hall by the deadline.

A committee of three people from the Town of Lyons evaluated the proposal against the weighted criteria in the Request For Quotes (RFQ). Drexel, Barrell & Co. was ranked second-highest overall. The highest-scoring team was disqualified after further diligence from the Town during the negotiation process. All documentation is being retained in accordance with Town Policy.

This consultant proposed for both this project and the concurrent 3rd Ave. & Stickney St. Sidewalks Safe Routes to School Project. By selecting the same consultant team for both projects, the Town was able to negotiate the fee from a total of \$558k to a combined total of \$398k, given the efficiencies of using the same designer staff, analysis, and data for both projects.

**Contract Info: Drexel, Barrell & Co**

Original Agreement:   \$154,883.00  
**TOTAL:                   \$154,883.00**

**V.    LEGAL ISSUES:**

None

**VI.   CONFLICTS OR ENVIRONMENTAL ISSUES:**

None

**VII. SUMMARY AND ALTERNATIVES:**

The alternative is to not perform the design work at this time and to seek an alternative source of funding in the future.

**PROPOSED MOTION:**

**“I move to approve Resolution 2026-04, A Resolution of the Town of Lyons, Colorado Awarding and Approving a Professional Services Agreement to Drexel, Barrell & Co for design for 3rd Avenue Stormwater BRIC Design Project.”**

**TOWN OF LYONS, COLORADO  
RESOLUTION 2026-04**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO AWARDING AND  
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DREXEL,  
BARRELL & CO FOR 3RD AVENUE STORMWATER BRIC DESIGN PROJECT,  
PROJECT # 25-3RD STORM-01**

**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 desires to enter into a contract for Professional Consulting Services for the 3rd Avenue Stormwater BRIC Design Project; and

**WHEREAS**, the expenses for this Professional Services Agreement are reimbursable by a FEMA Building Resilient Infrastructure Communities (BRIC) grant; and

**WHEREAS**, the Town issued a Request for Qualifications (“RFQ”) for design for 3rd Avenue Stormwater BRIC Design Project (“Project”) in accordance with Colorado law on the BidNet Direct system on September 17th, 2025; and

**WHEREAS**, Town Staff has evaluated the proposals received by the deadline of October 23rd, 2025, from six companies that submitted proposals with the specific criteria set forth in the RFQ and selected the most qualified company for the Project based on the weighted selection criteria provided in the RFP; and

**WHEREAS**, it is the desire and intent of the Town Board of Trustees (“Board”) to award a contract for the Project to the most qualified proposer who submitted a proposal in compliance with the stated requirements of the RFQ; and

**WHEREAS**, the Board, after consideration of the proposals submitted and the recommendation of Town Staff, finds that the proposal submitted by Drexel, Barrell & Co (the successful proposer, hereinafter the “Contractor”), qualifies that company as the most qualified proposer; and

**WHEREAS**, it is in the best interests of the Town to award a contract for the Project to the Contractor in the not-to-exceed amount of **One Hundred Fifty-Four Thousand Eight Hundred Eighty-Three Dollars and Zero Cents (\$154,883.00)** stated in the Professional Services Agreement, based on the specific scope of work set forth in the Contractor’s proposal and the fee and rate schedule associated with the Project; and

**WHEREAS**, the Town desires to enter into a Professional Services Agreement with the Contractor in substantially the form attached hereto as **Exhibit “A”** to have the Contractor perform the work described with particularity in the Project; and

**WHEREAS**, the Town of Lyons Board of Trustees desires to award the proposal to the Contractor and to approve the Professional Services Agreement.

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

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Town Board of Trustees hereby:

(a) awards the proposal for 25-3RD STORM-01 for 3rd Avenue Stormwater BRIC Design Project and approves a Professional Services Agreement with Drexel, Barrell & Co in the not-to-exceed amount of **One Hundred Fifty-Four Thousand Eight Hundred Eighty-Three Dollars and Zero Cents (\$154,883.00)**.

(b) authorizes the Town Attorney to finalize and to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Professional Services Agreement as may be appropriate that do not substantially increase the obligations of the Town;

(c) authorizes Town Staff to complete final revisions to exhibits and to attach such exhibits to the Professional Services Agreement in consultation with the Town Attorney;

(d) authorizes Town Staff to complete and send to the Contractor a Notice of Award and the completed Professional Services Agreement for review and signature;

(e) authorizes the Mayor to execute the complete Professional Services Agreement on behalf of the Town after the Contractor has signed the Professional Services Agreement;

(f) authorizes Town Staff to complete and send to the Contractor a Notice to Proceed after the Mayor has reviewed and executed the Professional Services Agreement.

Section 3. This Resolution shall take effect immediately upon adoption.

**ADOPTED THIS 20TH DAY OF JANUARY 2026.**

TOWN OF LYONS

BY:

\_\_\_\_\_  
Hollie Rogin, Mayor

ATTEST:

\_\_\_\_\_  
Dolores M. Vasquez, CMC, Town Clerk

**Town of Lyons  
PROFESSIONAL SERVICES AGREEMENT**

Project/Services Name: 3RD AVENUE STORMWATER BRIC DESIGN PROJECT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the "**Town**"), and Drexel, Barrell & Co with offices at 1376 Miners Dr. Suite 107, Lafayette, CO 80026 (the "**Contractor**"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

**RECITALS**

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

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

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

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

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

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

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

**1.0 SERVICES AND PURPOSE OF AGREEMENT**

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

- 1.2 Town Representative. The Town assigns Justin Doles, as the Town Representative for this Agreement. The Town Representative will monitor the Contractor's progress and performance under this Agreement and shall be available to the Contractor to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.
- 1.3 Changes to Services. Any changes to the Services that are mutually agreed upon between the Town and the Contractor shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.
- 1.4 Meeting Attendance. The Contractor shall attend such meetings of the Town relative to the Scope of Work set forth in **Exhibit A** as may be requested by the Town. Any requirement made by the named representatives of the Town shall be given with reasonable notice to the Contractor so that a representative may attend.
- 1.5 Agreement to Comply with Requisite Provisions Based On Funding Source. If checked in Section 11.0 below, the Town will pay in whole or in part for the Services rendered hereunder with federal or State based grant funding. Contractor agrees to comply with all provisions set forth in any Attachment as noted and if checked.
- 1.6 Lawful Performance. It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

## 2.0 COMPENSATION

- 2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed **One Hundred Fifty-Four Thousand Eight Hundred Eighty-Three Dollars and Zero Cents (\$154,883.00)** 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. **These invoices for payment should be emailed to ap@townoflyons.com or mailed to Town of Lyons, P.O. Box 49, Lyons, CO 80540.** Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Scope of Work completed. Progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all

improvements embraced in this Agreement.

- B. Final Payment. 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 amendments approved per Section 2.3 of this Agreement, if applicable, less all previous payments to the Contractor.
- C. Extra Work. 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. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

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

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

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

- 2.3 Increases in Compensation or Reimbursable Expenses. Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.
- 2.4 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than

once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.

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

### **3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE**

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

- 3.1 General. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from the Town Representative and the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. The Contractor shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 3.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the

Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.

- 3.3 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town ; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.
- 3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.
- 3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not

relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

- 3.6 Standard of Performance. In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or subcontractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within **Exhibit A**. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.
- 3.7 Review of Books and Records. The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.
- 3.8 Licenses and Permits. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.9 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3.11 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 date of mutual execution (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 31st, 2026**, 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 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

Insurance Generally. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of two million Dollars (\$2,000,000.00) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. 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 include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

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

5.1 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.

- 5.2 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.
- 5.3 Insurance Certificates. **Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance and all necessary endorsements.** 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/Services Name as identified on the first page of this Agreement.** The Town may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE**

- 6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.
- 6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:
- A. The Contractor shall not be entitled to and shall not defend such claim; and
  - B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
  - C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the

Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and

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

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

6.4 Defense of Claims.

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

B. Claims Against Only One Party. In the event of any claim asserted by a third party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be

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

## **7.0 RECORDS AND OWNERSHIP OF DOCUMENTS**

- 7.1 Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.
- 7.2 Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.
- 7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute

applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

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

## **8.0 FORCE MAJEURE**

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

## **9.0 REMEDIES**

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

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

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

## 10.0 MISCELLANEOUS PROVISIONS

- 10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Board of Trustees 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 subcontractor 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	Drexel, Barrell & Co Attn: Cameron Knapp, P.E. 1376 Miners Dr. Suite 107, Lafayette, CO 80026
With Copy to: Attn: Town of Lyons Town Attorney Wilson Williams Fellman Dittman 1314 Main Street, Suite 101 Louisville, CO 80027	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

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

- Scope of Work (**Exhibit A**)
- Compensation (**Exhibit B**)
- Federal Emergency Management Agency (“FEMA”) Grant Program Requirements for Procurement Contracts (**Attachment C**)
- Building Resilient Infrastructure and Communities (“BRIC”) Grant Program Requirements for Procurement Contracts
  
- Colorado Community Development Block Grant Disaster Recovery Program (“CDBG-DR”) Requirements for Contracts (**Attachment \_\_\_\_**)
- Economic Development Administration (“EDA”) Requirements for Procurement Contracts (**Attachment \_\_\_\_**)
- Patent Rights for Small Business Firms and Non-Profit Organizations (**Attachment \_\_\_\_**)
- Contractor’s Certificate(s) of Insurance
- Contractor Proof of Professional Licensing
- Other: Contractor’s Proposal. In the event of conflicting information, most beneficial outcome to the Town shall prevail.

11.2 Applicability of Davis-Bacon Act and Other Terms in Attachments. If the Town is receiving CDBG-DR Funds and/or funding from the EDA for the Project that is the subject of this Agreement, then both funding sources require certain terms and conditions to be integrated into this Agreement through the Attachments. However, certain terms of the required Attachments apply to construction contracts only.

- A.  If this box is checked, this Agreement is a contract for professional services for the Town of Lyons and certain terms or provisions in the required Attachments to this Agreement do not apply because this Agreement is not a construction contract. Terms and provisions in the Attachments setting forth requirements for the following do not apply to this Agreement:
- The Davis-Bacon Act, § 40 U.S.C. 3141 – 3148, as supplemented by U.S. Department of Labor regulations (29 CFR, Part 5); and
  - Any other term or provision applicable only to construction contracts.
- B. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.
- C. Agreement to Execute Other Required Documents. Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Project is provided under federal and/or state programs with

specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided

- D. Compliance with Laws. If the Agreement is funded in whole or in part with CDBG funds through the Town's Community Development Block Grant Program as administered by the Colorado Division of Local Government, Department of Local Affairs and/or with funds administered by the Division of Homeland Security and Emergency Management in the Department of Public Safety, then Contractor shall comply with those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe, whether or not herein recited. The Contractor shall comply with all applicable laws, ordinances and codes of the state and local government.

## **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: \_\_\_\_\_  
Hollie Rogin, Mayor

Approval by Town Administrator

Not Required

By: \_\_\_\_\_  
Victoria Simonsen, Town Administrator

ATTEST:

\_\_\_\_\_  
Dolores M. Vasquez, CMC, Town Clerk

\_\_\_\_\_  
Date Executed by the Town of Lyons

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 \_\_\_\_\_, 20\_\_\_\_, 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 WORK

## I. GENERAL INFORMATION

### A. **Introduction/Request:**

The Town of Lyons (Owner, Town) is requesting a proposal for qualifications and a schedule from qualified consultants for work related to design, environmental assessment, bid preparation, and permitting.

The proposal shall include 1) a proposal providing qualifications for anticipated labor resources and design product and 2) a schedule for completing the work. All work shall be performed in accordance with applicable Federal, State, CDOT and local specifications and regulations. A standard contract for this work will be completed between the selected consultant and the Town of Lyons and a draft contract accompanies this request.

### B. **Project Components**

1. Scope of Work: Design services including and not limited to environmental assessment, permitting assistance, BCA, public outreach and bid set for the 3<sup>rd</sup> Ave Stormwater project.
2. Project Term:
  - a. *Anticipated Design Start:* October 27, 2025
3. The term of the work and agreement will commence upon execution of the agreement which is anticipated by **October 24, 2025** and will terminate on **May 31, 2025**.

### C. **Billing**

1. Due to grant funding source, it is imperative the consultant provide monthly billings that include:
  - a. Billing Summary that is formatted similar to the contract fee schedule and provides cost and budget detail including:
    - Cost allocation by task/subtask
    - Budget by task/subtask
    - Prior billing
    - Period billing
    - Cost to date
    - Remaining budget
    - Percentage complete
  - b. Billing Backup providing:
    - Employee name
    - Employee title
    - Fully burdened billing rate
    - Hours billed
    - Total cost
2. Allowable Additional Costs
  - a. The designer is not allowed additional cost expenses such as: mileage, presentation materials, printing, special mailings, services related to long-distance telephones and any other out-of-pocket expenses. All costs must be included in the proposed fully burdened rates.

## **II. GENERAL SCOPE OF SERVICES**

### **A. General Scope**

1. Provide administrative functions to ensure the success of the project.
2. Complete an environmental assessment to obtain environmental clearances.
3. Collect need data for updated design, including and not limited to records research, survey, utility identification, drainage report, hydraulic and hydrology modeling, SWMP and Geotech investigations, sub surface utility investigations
4. Provide 30% plans, specs and opinion of cost for Town review.
5. Provide 90% plans, specs and opinion of cost for Town review
6. Provided 100% stamped engineered drawings/plans, specs, opinion of cost for bid.
7. Conduct all meetings with all relevant parties and in a timely manner prepare and issue minutes and correspondence.
8. Prepare and coordinate IFB.
9. Provide Benefit Cost Analysis (BCA)
10. Assist and coordinate public outreach

### **III. SPECIFIC SCOPE OF SERVICES**

Perform all tasks related to stormwater design and bid package preparation. The work is more specifically described as follows and the respondent is requested to provide a detailed proposal based on the following scope of services:

#### **A. Site Assessment**

1. The Consultant will visit the project site and evaluate the conditions of surface and piped drainage. Consultant will complete a detailed report with observations and pictures of the site for submittal to the Town.
2. Perform a design working session to meet onsite to discuss project goals and objectives, consider alternatives and create a preliminary plan of the proposed design.
3. Survey
  - a. Site Design Survey
  - b. Geotech investigations
  - c. ROW services
  - d. Subsurface Utility Engineering (SUE)
    - SUE meeting the requirements of Colorado SB18-167 including the production of a SUE plan set stamped and signed by a licensed engineer in the State of Colorado. It is assumed that there are no significant utility conflicts in the vicinity of the planned improvements.

#### **B. Construction Plans**

1. Schedule, coordinate and provide communications for all Town reviews.
  - a. Kick off meeting
  - b. Complete 30% design plans, specs and opinion of cost for the Town review.
  - c. Complete 90% design plans, specs and reviews at 90% for Town review coordinate all meetings and communications.
2. Design services for the stormwater design including bid preparation.
  - a. Survey (Topo, improvements, utilities, R.O.W., easements, etc.)
  - b. Geotechnical Investigation and Report (soil characterization, design values, pavement recommendations, etc.)
  - c. Subsurface Utility Engineering (SUE)
  - d. Utilities
  - e. Design Criteria Establishment
  - f. Landscape Design
  - g. Environmental
  - h. Drainage Report
  - i. Hydraulic & Hydrology Modeling
  - j. SWMP (Storm Water Management Plan)
  - k. Drainage Design
3. Complete 100% design plans based on current codes and standards and Town criteria. The consultant shall use the Town's "Local" Street section but with rollover curb and attached sidewalk as the basis for any necessary roadway modifications or improvements.
4. Prepare Opinions of Probable Cost (OPC) prior to bid preparation.
5. The consultant will be required to prepare a construction bid package that includes the plans and specifications for the final bidding product.
6. Consultant will manage the bidding process including
  - a. Set up a bid form for the Town that may be unit price or lump sum or a combination of both
  - b. The Town will provide many of the documents in the boiler plate format. The Town will provide the space for any meetings.
  - c. Incorporate documents required by funding agencies and the Town in bid documents.

d. Final bid documents to be in electronic format so that Town can post on Bidnet Direct.

**C. Permitting**

1. Confirm status of permits and approvals prior to bidding.

**D. Right of Way**

1. Complete survey to identify ROW

**E. Environmental Assessment**

1. Assist the Town with obtaining all required environmental clearances from appropriate agencies per funding requirements.
2. Attend weekly progress meetings with the Town, Contractor, and invited stakeholders as needed
3. In-field and office engineering design modifications as-needed.
4. Review and respond to RFI's (Request for Information)

**F. Public Outreach**

1. Coordination and assistance of public outreach and feedback

**G. Benefit Cost Analysis (BCA)**

1. Provide Benefit Cost Analysis

# Exhibit B

## Drexel, Barrell & Co.

### Final Fee Proposal - Town of Lyons

#### DESIGN SERVICES FOR 3RD AVENUE STORMWATER PROJECT

Description	Project Manager (KNAPP)	Peer Review (QA/QC) (LINGREEN)	Survey Manager (SELDERS)	Hydraulics/Drainage Engineer (IBLINGS)	Project Engineer (BUTLER)	CAD Technician (O'LAUGHLIN)	Survey CAD Tech (FINNEY)	Field Surveyor (ECKERT)	Sub-consultant	Task Total Fee
Billing rate per hour	200	190	215	190	170	120	125	145	N.A.	
<b>PROJECT INITIATION &amp; MANAGEMENT</b>										
	Estimate of DBC Hours								Fee	
Kick off Meeting & Site visit	2			2	2					\$1,120
Project Management	12									\$2,400
Progress Meetings	12									\$2,400
Sub Consultant Management & Coordination	6									\$1,200
										<b>\$7,120</b>
<b>SITE ASSESSMENT</b>										
	Estimate of DBC Hours								Fee	
General Data Gathering & Working Session	6			2						\$1,580
Topographic & ROW Mapping	2		8				8	24		\$6,600
Environmental Clearances & Reports (Bio., Hazardous Materials)									\$14,888	\$14,888
Subsurface Utility Engineering (Assumes 10 potholes)									\$12,255	\$12,255
Geotechnical Report (Assumes 5 bores at 10' deep. ROW fees paid by Town)									\$16,040	\$16,040
Cost Benefit Analysis	8			4	6					\$3,380
Permitting Assistance	6									\$1,200
Public Outreach	6									\$1,200
										<b>\$57,143</b>
<b>Construction Plans &amp; Specifications</b>										
	Estimate of DBC Hours								Fee	
Construction Drawings										
30% CD's	22	2		8	32	32				\$15,580
90%CD's	32	6		24	44	32				\$23,420
100% CD's	20	4		8	40	32				\$16,920
Construction Specifications	12				24					\$6,480
Landscape Design & Plans									\$4,000	\$4,000
SWMP Plans & Report	4				7	5				\$2,590
Drainage Report (Hydrology/Hydraulics)	8			24	32	4				\$12,080
Opinion of Probable Cost	8				8					\$2,960
										<b>\$84,030</b>
<b>Bidding Phase Services</b>										
	Estimate of DBC Hours								Fee	
Bid Package & Advertising	4			2	4					\$1,860
Bid Questions & Addenda	4				2					\$1,140
Pre-Bid Conference & Walk	2		2							\$830
Bid Tabulation, Evaluation & Selection	4									\$800
Conformed Documents	4				4	4				\$1,960
										<b>\$6,590</b>
									<b>TOTAL</b>	<b>\$154,883</b>

**ATTACHMENT A**  
**FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”)-**  
**BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (“BRIC”)**  
**GRANT PROGRAM REQUIREMENTS FOR PROCUREMENT CONTRACTS**

The work or services under the contract to which this Attachment A is attached (“Agreement”) are funded in whole or in part through a grant from the Federal Emergency Management Agency’s Grant Program which requires compliance with all the provisions contained in this Attachment to the Agreement and all other applicable Federal and State laws and regulations. If the Agreement is between the Town and the “Consultant,” the term “Contractor” as used herein shall mean the “Consultant.” The provisions below are incorporated into and made part of the Agreement.

**1.0 PERFORMANCE AND PAYMENT BONDS (44 C.F.R. § 13.36(H)(2) AND (3)):** Contractor must provide both a performance bond and a payment bond acceptable to the Town, each for one hundred percent (100%) of the Contract Price.

**2.0 EQUAL EMPLOYMENT OPPORTUNITY:** If this Agreement is for compensation in excess of \$10,000.00 (Contract Price > \$10,000), during the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

**3.0 COPELAND ANTI-KICKBACK ACT (44 C.F.R. SECTION 13.36(i)(4)):**

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause in subparagraph (1) above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the subparagraph contract clauses (1) or (2) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**4.0 COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** If this Agreement is for compensation in an amount greater than \$100,000.00 (Contract Price > \$100,000), the following shall apply:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this section.

**5.0 NOTICE OF STATE AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS:**

- A. General. The Town is using Public Assistance grant funding awarded by FEMA to the State of Colorado and/or the Town to pay, in whole or in part, for the costs incurred under this Agreement. As a condition of Public Assistance funding under major disaster declaration FEMA-DR-4145, FEMA requires the State and thus the Town to provide various financial and performance reporting.
  - (1) It is important that the Contractor is aware of these reporting requirements, as the Town may require and the Contractor agrees to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Colorado which, in turn, will enable the State of Colorado to satisfy reporting requirements to FEMA.
  - (2) Failure of the State of Colorado to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of federal financial assistance awarded to fund this Contract.
- B. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
  - (1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
  - (2) 44 C.F.R. § 13.41 (Financial Reporting)
  - (3) 44 C.F.R. § 13.50(b) (Reports)
  - (4) 44 C.F.R. § 206.204(f) (Progress Reports)
  - (5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
  - (6) FEMA-State (or Tribal) Agreement

- C. Financial Reporting. The State of Colorado is required to submit to the following financial reports to FEMA:
- (1) Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
  - (2) Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
  - (3) Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.
- D. Performance Reporting. The State of Colorado is required to submit to the following financial reports to FEMA:
- (1) Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
  - (2) Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
  - (3) Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

**6.0 ACCESS TO RECORDS:** The following access to records requirements apply to this Agreement:

- A. The Contractor agrees to provide the Town, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the Town, the State, the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

**7.0 RETENTION OF RECORDS:** The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Town, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

**8.0 CLEAN AIR ACT:** If this Agreement is for compensation in excess of \$150,000.00 (Contract Price > \$150,000):

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**9.0 FEDERAL WATER POLLUTION CONTROL ACT:** If this Contract is for compensation in excess of \$150,000.00 (Contract Price > \$150,000):

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

**10.0 ENERGY CONSERVATION:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**11.0 SUSPENSION AND DEBARMENT:** This Section applies if this Agreement/Contract or any subcontract awarded hereunder is for a “covered transaction” to include:

- (a) This Contract or any subcontract awarded hereunder is awarded in the amount of at least \$25,000, or
  - (b) This Contract or any subcontract awarded hereunder requires the approval of FEMA, regardless of amount.
- A. If this Contract or any subcontract awarded hereunder is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Contractor is required to verify that none of the Contractor or any subcontractor as the case may be, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By signing this Agreement, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
  - (2) have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

(3) have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Colorado and the Town), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**12.0 AMERICANS WITH DISABILITIES ACT:** The Contractor shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

**13.0 DAVIS BACON/PREVAILING WAGES: Check the Applicable Provision Below:**

Contractor/subcontractor is responsible for complying with the Davis Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented by Department of Labor regulations at 29 CFR pt.5, determining the applicable prevailing wage requirements pertaining to Contractor/Subcontractor’s Work, and will strictly comply with the requirements. Contractor/Subcontractor will keep complete and accurate records containing the name, address, the occupational title or titles for the work performed, the rate of pay, daily and weekly hours worked for each occupational title, deductions made, and actual wages paid for work performed by each worker. Subcontractor will submit the required compliance form and a reasonable number of certified copies of current payroll records on the proper form. Receipt of the information will be a condition precedent to making any payments to the Contractor/Subcontractor.

**OR**

Davis-Bacon Act wage rates as determined by the U.S. Department of Labor shall not apply for the construction of this project. (Stafford Act does not require Davis-Bacon Wage Act compliance if the Work is funded only with FEMA emergency funding.)

**14.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not

inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

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

**16.0 CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS:** The Contractor and subcontractors will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible including, but not limited to, the following:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

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

**18.0 BYRD ANTI-LOBBYING AMENDMENT:** If this Contract is for compensation in excess of \$100,000.00 (Contract Price > \$100,000), the following shall apply:

- A. Contractor represents and acknowledges that it has filed the required certification that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.
- B. The Contractor or subcontractor shall obtain the certification set forth in subparagraph (A) of this section from any subcontractors and will insert in any subcontracts a clause requiring the subcontractors to obtain this certification from any lower tier subcontractors.

- C. The prime Contractor shall be responsible for compliance with the clauses set forth in subparagraphs (1) and (2) of this section by any subcontractor or lower tier subcontractor.

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

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

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

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

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

- [If checked, Attachment D is incorporated into this Agreement by reference.] The federal award meets the definition of “funding agreement” under 37 C.F.R. §401.2(a) and this contract is between the Town and a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement, the Town shall comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperating Agreements,” and any implementing regulations issued by the awarding agency.
- The federal award does not qualify as a “funding agreement” and/or is not a contract with small business firm or nonprofit organization for the purpose of the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement.

**21.0 TERMINATION FOR CAUSE AND CONVENIENCE (2 C.F.R. PART 20, APPENDIX II §**

A

Contracts must address termination for cause and for convenience by the recipient or subrecipient, including the manner by which termination will occur and the basis for settlement.

**21.1 APPLICABILITY**

This contract provision is required for contracts and purchase orders exceeding \$10,000.7 For contracts at or below \$10,000, FEMA suggests including a termination for cause provision, but this is not required.

**21.2 ADDITIONAL CONSIDERATIONS**

FEMA recommends that termination clauses be actionable and specific. For example, a termination clause that allows for 60-day notice of termination for a contract with a 30-day duration may not be actionable.

Additionally, if a contract allows for due oral or written notice of termination, it should specify what is considered due oral or written notice.

## **22.0 PROHIBITION OF CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

**Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:**

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### **22.1 APPLICABILITY**

As of November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.

### **22.2 SUGGESTED LANGUAGE**

The following provides a sample contract clause: “Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- (b) Prohibitions.
  - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 25 ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services

(d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph

(e), in all subcontracts and other contractual instruments.”

### **23.0 DOMESTIC PREFERENCES FOR PROCUREMENTS**

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

#### **23.1 APPLICABILITY**

For procurements made under grant awards or declarations issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.<sup>57</sup> Programs receiving federal financial assistance for infrastructure projects may also be subject to the Build America, Buy America Act preferences set forth in 2 C.F.R. Part 184.

### **23.2 SUGGESTED LANGUAGE**

The following provides a sample contract clause: “Domestic Preference for Procurements. The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.”

## **24.0 BUILD AMERICA, BUY AMERICA ACT**

The Build America, Buy America Act (BABAA) requires all federal agencies, including FEMA, to ensure that no federal financial assistance for “infrastructure” projects is provided unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

### **24.1 APPLICABILITY**

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after Jan. 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after Jan. 2, 2023.

The BABAA contract provision and self-certification are required for contracts and subcontracts for infrastructure projects that are subject to the BABAA requirements unless the requirement is waived.<sup>60</sup> For additional information on types of BABAA waivers, please refer to FEMA’s website at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

### **24.2 SUGGESTED LANGUAGE**

The following provides a sample contract clause:

“Build America, Buy America Act (BABAA).

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA.”

### **24.3 REQUIRED SELF-CERTIFICATION**

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) for each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:<sup>61</sup> “The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

\_\_\_\_\_  
Signature of (insert name of contractor or subcontractor) Authorized Official

\_\_\_\_\_  
Name and Title of (insert name of contractor or subcontractor) Authorized Official

\_\_\_\_\_  
Date

Accepted by Contractor on

\_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

Accepted by Town of Lyons on

\_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

**Town of Lyons, Colorado  
Board of Trustees  
BOT Agenda Cover Sheet  
Agenda Item No: VIII.2.  
Meeting Date: January 20th, 2026**

**TO:** Mayor Rogin and Members of the Board of Trustees

**FROM:** Justin Doles, Town Engineer

**DATE:** January 12, 2026

**ITEM:** Resolution 2026-05 – A Resolution of the Town of Lyons, Colorado Awarding and Approving a Professional Services Agreement for 3rd Ave. & Stickney St. Sidewalks Safe Routes to School Project with Drexel, Barrell & Co.

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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- I. REQUEST OR ISSUE:**  
This resolution awards and approves a contract with Drexel, Barrell & Co. for the design of 3rd Ave. & Stickney St. Sidewalks Safe Routes to School Project.
- II. RECOMMENDED ACTION / NEXT STEP:**  
Approve Resolution 2026-05.
- III. FISCAL IMPACTS:** Expenses for this Professional Services Agreement are eligible for reimbursement through a Colorado Department of Transportation (CDOT) – Safe Routes to School (SRTS) grant.
- IV. BACKGROUND INFORMATION:**

In 2023, the Town of Lyons engaged an engineering consultant to conduct a sidewalk assessment. The assessment titled Town of Lyons Pedestrian Network Plan identified priority locations. The Lyons Elementary School was identified as a critical area because there are missing sidewalks along 3rd Avenue, which presents a safety concern. The Town staff applied for Safe Routes to School funding and received an award notification earlier this year, which the Town accepted via Resolution 2025-58. The scope of work will include all aspects of design and construction for the sidewalk and associated curb and gutter.

**Procurement Details:**

The Town issued a Request for Proposals on September 17th, 2025. Proposals were due on October 23rd, 2025. This project was advertised on BidNet Direct and eight proposals were received at Town Hall by the deadline.

A committee of three people representing the Town of Lyons evaluated the proposal based on the weighted criteria in the RFQ. Drexel, Barrell & Co. was ranked with the second-highest score overall. The highest-scoring team was disqualified after further diligence from the Town during the negotiation process. All documentation is being retained in accordance with Town Policy.

This consultant proposed for both this project and the concurrent 3<sup>rd</sup> Avenue Stormwater Design Project. By selecting the same consultant team for both projects, the Town was able to negotiate the fee from a total of \$558k to a combined total of \$398k, given the efficiencies of using the same designer staff, analysis, and data for both projects.

**Contract Info: Drexel, Barrell & Co**

Original Agreement:    \$243,959.00  
**TOTAL:                    \$243,959.00**

**V.    LEGAL ISSUES:**

None

**VI.   CONFLICTS OR ENVIRONMENTAL ISSUES:**

None

**VII.   SUMMARY AND ALTERNATIVES:**

The alternative is to not perform the design work at this time and to seek an alternative source of funding in the future.

**PROPOSED MOTION:**

**“I move to approve Resolution 2026-05, A Resolution of the Town of Lyons, Colorado, Awarding and Approving a Professional Services Agreement to Drexel, Barrell & Co for design for 3rd Ave. & Stickney St. Sidewalks Safe Routes to School Project.”**

**TOWN OF LYONS, COLORADO  
RESOLUTION 2026-05**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO AWARDING AND  
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DREXEL,  
BARRELL & CO FOR 3RD AVE. & STICKNEY ST. SIDEWALKS SAFE ROUTES TO  
SCHOOL PROJECT, PROJECT # 25-SRTS 3RD & STICKNEY-01**

**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 desires to enter into a contract for Professional Consulting Services for 3rd Ave. & Stickney St. Sidewalks Safe Routes to School Project; and

**WHEREAS**, expenses for this Professional Services Agreement are eligible for reimbursement through a Colorado Department of Transportation (CDOT) – Safe Routes to School (SRTS) grant; and

**WHEREAS**, the Town issued a Request for Qualifications (“RFQ”) for design for 3rd Ave. & Stickney St. Sidewalks Safe Routes to School Project (“Project”) in accordance with Colorado law on the BidNet Direct system on September 17th, 2025; and

**WHEREAS**, Town Staff has evaluated the proposals received by the deadline of October 23rd, 2025, from eight companies that submitted proposals with the specific criteria set forth in the RFQ and selected the most qualified company for the Project based on the weighted selection criteria provided in the RFP; and

**WHEREAS**, it is the desire and intent of the Town Board of Trustees (“Board”) to award a contract for the Project to the most qualified proposer who submitted a proposal in compliance with the stated requirements of the RFQ; and

**WHEREAS**, the Board, after consideration of the proposals submitted and the recommendation of Town Staff, finds that the proposal submitted by Drexel, Barrell & Co. (the successful proposer, hereinafter the “Contractor”), qualifies that company as the most qualified proposer; and

**WHEREAS**, it is in the best interests of the Town to award a contract for the Project to the Contractor in the not-to-exceed amount of **Two Hundred Forty-Three Thousand Nine Hundred Fifty-Nine Dollars and Zero Cents (\$243,959.00)** stated in the Professional Services Agreement, based on the specific scope of work set forth in the Contractor’s proposal and the fee and rate schedule associated with the Project; and

**WHEREAS**, the Town desires to enter into a Professional Services Agreement with the Contractor in substantially the form attached hereto as **Exhibit “A”** to have the Contractor perform the work described with particularity in the Project; and

**WHEREAS**, the Town of Lyons Board of Trustees desires to award the proposal to the Contractor and to approve the Professional Services Agreement.

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

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Town Board of Trustees hereby:

(a) awards the proposal for 25-SRTS 3RD & STICKNEY-01 for 3rd Ave. & Stickney St. Sidewalks Safe Routes to School Project and approves a Professional Services Agreement with Drexel, Barrell & Co in the not-to-exceed amount of **Two Hundred Forty-Three Thousand Nine Hundred Fifty-Nine Dollars and Zero Cents (\$243,959.00)**.

(b) authorizes the Town Attorney to finalize and to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Professional Services Agreement as may be appropriate that do not substantially increase the obligations of the Town;

(c) authorizes Town Staff to complete final revisions to exhibits and to attach such exhibits to the Professional Services Agreement in consultation with the Town Attorney;

(d) authorizes Town Staff to complete and send to the Contractor a Notice of Award and the completed Professional Services Agreement for review and signature;

(e) authorizes the Mayor to execute the complete Professional Services Agreement on behalf of the Town after the Contractor has signed the Professional Services Agreement;

(f) authorizes Town Staff to complete and send to the Contractor a Notice to Proceed after the Mayor has reviewed and executed the Professional Services Agreement.

Section 3. This Resolution shall take effect immediately upon adoption.

**ADOPTED THIS 20TH DAY OF JANUARY 2026.**

TOWN OF LYONS

BY:

\_\_\_\_\_  
Hollie Rogin, Mayor

ATTEST:

\_\_\_\_\_  
Dolores M. Vasquez, CMC, Town Clerk

**Town of Lyons  
PROFESSIONAL SERVICES AGREEMENT**

Project/Services Name: 3RD AVE. & STICKNEY ST. SIDEWALKS SAFE ROUTES TO  
SCHOOL PROJECT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the "**Town**"), and Drexel, Barrell & Co with offices at 1376 Miners Dr. Suite 107, Lafayette, CO 80026 (the "**Contractor**"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

**RECITALS**

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

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

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

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

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

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

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

**1.0 SERVICES AND PURPOSE OF AGREEMENT**

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

- 1.2 Town Representative. The Town assigns Justin Doles, as the Town Representative for this Agreement. The Town Representative will monitor the Contractor's progress and performance under this Agreement and shall be available to the Contractor to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.
- 1.3 Changes to Services. Any changes to the Services that are mutually agreed upon between the Town and the Contractor shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.
- 1.4 Meeting Attendance. The Contractor shall attend such meetings of the Town relative to the Scope of Work set forth in **Exhibit A** as may be requested by the Town. Any requirement made by the named representatives of the Town shall be given with reasonable notice to the Contractor so that a representative may attend.
- 1.5 Agreement to Comply with Requisite Provisions Based On Funding Source. If checked in Section 11.0 below, the Town will pay in whole or in part for the Services rendered hereunder with federal or State based grant funding. Contractor agrees to comply with all provisions set forth in any Attachment as noted and if checked.
- 1.6 Lawful Performance. It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

## 2.0 COMPENSATION

- 2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed **Two Hundred Forty-Three Thousand Nine Hundred Fifty-Nine Dollars and Zero Cents (\$243,959.00)** 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. **These invoices for payment should be emailed to ap@townoflyons.com or mailed to Town of Lyons, P.O. Box 49, Lyons, CO 80540.** Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Scope of Work completed. Progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all

improvements embraced in this Agreement.

- B. Final Payment. 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 amendments approved per Section 2.3 of this Agreement, if applicable, less all previous payments to the Contractor.
- C. Extra Work. 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. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

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

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

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

- 2.3 Increases in Compensation or Reimbursable Expenses. Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.
- 2.4 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than

once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.

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

### **3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE**

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

- 3.1 General. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from the Town Representative and the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. The Contractor shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 3.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the

Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.

- 3.3 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town ; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.
- 3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.
- 3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not

relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

- 3.6 Standard of Performance. In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or subcontractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within **Exhibit A**. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.
- 3.7 Review of Books and Records. The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.
- 3.8 Licenses and Permits. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.9 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3.11 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 date of mutual execution (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 31st, 2027**, 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 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

Insurance Generally. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of two million Dollars (\$2,000,000.00) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. 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 include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

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

5.1 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.

- 5.2 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.
- 5.3 Insurance Certificates. **Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance and all necessary endorsements.** 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/Services Name as identified on the first page of this Agreement.** The Town may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE**

- 6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.
- 6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:
- A. The Contractor shall not be entitled to and shall not defend such claim; and
  - B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
  - C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the

Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and

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

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

6.4 Defense of Claims.

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

B. Claims Against Only One Party. In the event of any claim asserted by a third party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be

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

## **7.0 RECORDS AND OWNERSHIP OF DOCUMENTS**

- 7.1 Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.
- 7.2 Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.
- 7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute

applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

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

## **8.0 FORCE MAJEURE**

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

## **9.0 REMEDIES**

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

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

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

## 10.0 MISCELLANEOUS PROVISIONS

- 10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Board of Trustees 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 subcontractor 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	Drexel, Barrell & Co Attn: Cameron Knapp, P.E. 1376 Miners Dr. Suite 107, Lafayette, CO 80026
With Copy to: Attn: Town of Lyons Town Attorney Wilson Williams Fellman Dittman 1314 Main Street, Suite 101 Louisville, CO 80027	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

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

- Scope of Work (**Exhibit A**)
- Compensation (**Exhibit B**)
- Federal Emergency Management Agency (“FEMA”) Grant Program Requirements for Procurement Contracts (**Attachment C**)
- Building Resilient Infrastructure and Communities (“BRIC”) Grant Program Requirements for Procurement Contracts
  
- Colorado Community Development Block Grant Disaster Recovery Program (“CDBG-DR”) Requirements for Contracts (**Attachment \_\_\_\_**)
- Economic Development Administration (“EDA”) Requirements for Procurement Contracts (**Attachment \_\_\_\_**)
- Patent Rights for Small Business Firms and Non-Profit Organizations (**Attachment \_\_\_\_**)
- Contractor’s Certificate(s) of Insurance
- Contractor Proof of Professional Licensing
- Other: Contractor’s Proposal. In the event of conflicting information, most beneficial outcome to the Town shall prevail.

11.2 Applicability of Davis-Bacon Act and Other Terms in Attachments. If the Town is receiving CDBG-DR Funds and/or funding from the EDA for the Project that is the subject of this Agreement, then both funding sources require certain terms and conditions to be integrated into this Agreement through the Attachments. However, certain terms of the required Attachments apply to construction contracts only.

- A.  If this box is checked, this Agreement is a contract for professional services for the Town of Lyons and certain terms or provisions in the required Attachments to this Agreement do not apply because this Agreement is not a construction contract. Terms and provisions in the Attachments setting forth requirements for the following do not apply to this Agreement:
- The Davis-Bacon Act, § 40 U.S.C. 3141 – 3148, as supplemented by U.S. Department of Labor regulations (29 CFR, Part 5); and
  - Any other term or provision applicable only to construction contracts.
- B. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.
- C. Agreement to Execute Other Required Documents. Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Project is provided under federal and/or state programs with

specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided

- D. Compliance with Laws. If the Agreement is funded in whole or in part with CDBG funds through the Town's Community Development Block Grant Program as administered by the Colorado Division of Local Government, Department of Local Affairs and/or with funds administered by the Division of Homeland Security and Emergency Management in the Department of Public Safety, then Contractor shall comply with those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe, whether or not herein recited. The Contractor shall comply with all applicable laws, ordinances and codes of the state and local government.

## **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: \_\_\_\_\_  
Hollie Rogin, Mayor

Approval by Town Administrator

Not Required

By: \_\_\_\_\_  
Victoria Simonsen, Town Administrator

ATTEST:

\_\_\_\_\_  
Dolores M. Vasquez, CMC, Town Clerk

\_\_\_\_\_  
Date Executed by the Town of Lyons

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 \_\_\_\_\_, 20\_\_\_\_, 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 WORK

## I. GENERAL INFORMATION

### A. **Introduction/Request:**

The Town of Lyons (Owner, Town) is requesting a proposal for qualifications and a schedule from qualified consultants for work related to design, environmental assessment, bid preparation, and permitting for sidewalks, curb and gutter, and associated drainage improvements.

The proposal shall include 1) a proposal providing qualifications for anticipated labor resources and design product and 2) a schedule for completing the work. All work shall be performed in accordance with applicable Federal, State, CDOT and local specifications and regulations. A standard contract for this work will be completed between the selected consultant and the Town of Lyons and a draft contract accompanies this request.

### B. **Project Components**

1. Scope of Work: Design services including and not limited to environmental assessment, permitting assistance, public outreach, CDOT coordination and bid set for the Safe Routes to School 3<sup>rd</sup> Ave and Stickney sidewalks, curb and gutter project. Construction Administration services during construction for assistance with requests for information (RFI's), submittal reviews, design adjustments and final as constructed plans.
2. Project Term:
  - a. *Anticipated Design Start:* October 27, 2025
3. The term of the work and agreement will commence upon execution of the agreement which is anticipated by **October 24, 2025** and will terminate on **May 31, 2025**.

### C. **Billing**

1. Due to grant funding source, it is imperative the consultant provide monthly billings that include:
  - a. Billing Summary that is formatted similar to the contract fee schedule and provides cost and budget detail including:
    - Cost allocation by task/subtask
    - Budget by task/subtask
    - Prior billing
    - Period billing
    - Cost to date
    - Remaining budget
    - Percentage complete
  - b. Billing Backup providing:
    - Employee name
    - Employee title
    - Fully burdened billing rate
    - Hours billed
    - Total cost
2. Allowable Additional Costs
  - a. The designer is not allowed additional cost expenses such as mileage, presentation materials, printing, special mailings, services related to long-distance telephones and any other out-of-pocket expenses. All costs must be included in the proposed fully burdened rates.

## **II. GENERAL SCOPE OF SERVICES**

### **A. General Scope**

1. Provide administrative functions to ensure the success of the project.
2. Complete an environmental assessment to obtain environmental clearances.
3. Collect need data for updated design, including and not limited to records research, survey, utility identification, drainage report, hydraulic and hydrology modeling, SWMP and Geotech investigations, sub surface utility investigations
4. Provide 30% plans, specs and opinion of cost for Town and CDOT FIR
5. Provide 90% plans, specs and opinion of cost for Town and CDOT FOR
6. Provided 100% stamped engineered drawings/plans, specs, opinion of cost for bid.
7. Conduct all meetings with all relevant parties and in a timely manner prepare and issue minutes and correspondence.
8. Prepare and coordinate with Town for IFB preparation.
9. Assist and coordinate public outreach
10. Provide Construction Administrative services during construction (submittal reviews, RFI assistance, design changes/updates, as built).

### **III. SPECIFIC SCOPE OF SERVICES**

Perform all tasks related to sidewalk, curb and gutter design and bid package preparation. The work is more specifically described as follows and the respondent is requested to provide a detailed proposal based on the following scope of services:

#### **A. Site Assessment**

1. Perform a design working session to meet onsite to discuss project goals and objectives, consider alternatives and create a preliminary plan of the proposed design.
2. Survey
  - a. Site Design Survey
  - b. Geotech investigations
  - c. ROW services
  - d. Subsurface Utility Engineering (SUE)
    - SUE meeting the requirements of Colorado SB18-167 including the production of a SUE plan set stamped and signed by a licensed engineer in the State of Colorado. It is assumed that there are no significant utility conflicts in the vicinity of the planned improvements.

#### **B. Construction Plans**

1. Schedule, coordinate and provide communications for all Town reviews.
  - a. Kick off meeting
  - b. Complete 30% design plans, specs and opinion of cost for the Town and CDOT FIR review. Create agenda, facilitate and record meeting minutes for FIR meeting.
  - c. Complete 90% design plans, specs and opinion of cost for the Town and CDOT FOR review. Create agenda, facilitate meeting and record meeting minutes for FOR meeting.
2. Design services for the sidewalk, curb and gutter design including bid preparation.
  - a. Survey (Topo, improvements, utilities, R.O.W., easements, etc.)

NOTE: Consultant shall include the necessary survey for evaluating the offsite and downstream drainage effects.

- b. Geotechnical Investigation and Report (soil characterization, design values, pavement recommendations, etc.)
  - c. Subsurface Utility Engineering (SUE)
  - d. Utility locates and any necessary relocations.
  - e. Design Criteria Establishment
  - f. Landscape Design
  - g. Environmental
  - h. Drainage Report
  - i. Hydraulic & Hydrology Modeling
  - j. SWMP (Storm Water Management Plan)
  - k. Drainage Design
3. Complete 100% design plans based on current CDOT codes and standards and Town criteria. Provide specifications that include CDOT standard specifications, any necessary additional specifications or modifications, as well as Town standards. The consultant shall use the Town's "Local" Street section but with rollover curb and attached sidewalk as the basis for any necessary roadway modifications or improvements.
4. Prepare Opinions of Probable Cost (OPC) prior to bid preparation.
5. The consultant will be required to assist the Town with preparation of a construction bid package that includes the plans and specifications for the final bidding product.
6. Consultant will assist the Town with managing the bidding process including

- a. Set up a bid form.
- b. Provide plans and specifications
- c. The Town will provide many of the documents in the boiler plate format. The Town will provide the space for any meetings.
- d. Incorporate documents required by funding agencies (CDOT) and the Town in bid documents.
- e. Final bid documents to be in electronic format so that Town can post on Bidnet Direct.

**C. Permitting**

1. Confirm status of permits and environmental approvals prior to bidding.

**D. Right of Way**

1. Complete survey to identify ROW
2. Assist with temporary construction easements if necessary

**E. Environmental Assessment**

1. Assist the Town with obtaining all required environmental clearances from appropriate agencies per funding requirements.

**F. Public Outreach**

1. Coordination and assistance of public outreach and feedback

**G. Construction Administration Services**

1. Attend construction meetings as requested
2. Assist with Requests for Information (RFI's)
3. Assist with Submittal approvals
4. Assist with design adjustments
5. Provide final as constructed plans.
6. In-field and office engineering design modifications as-needed.

Exhibit B

# Drexel, Barrell & Co.

## Final Fee Proposal - Town of Lyons

### DESIGN SERVICES FOR 3rd AVE. & STICKNEY ST. SIDEWALKS & SAFE ROUTES TO SCHOOL PROJECT

Description	Project Manager (KNAPP)	Peer Review (QA/QC) (LINGREEN)	Survey Manager (SELDERS)	Project Engineer (CRAWFORD)	CAD Technician (O'LAUGHLIN)	Construction Inspector (SMEEK)	Survey CAD Tech (FINNEY)	Field Surveyor (ECKERT)	Sub-consultant	Task Total Fee
Billing rate per hour	200	190	215	150	120	135	125	145	N.A.	
<b>PROJECT INITIATION &amp; MANAGEMENT</b>										
	Estimate of DBC Hours								Fee	
Kick off Meeting & Site visit	3			2						\$900
Project Management	22									\$4,400
Progress Meetings	24									\$4,800
Sub Consultant Management & Coordination	12									\$2,400
										<b>\$12,500</b>
<b>SITE ASSESSMENT</b>										
	Estimate of DBC Hours								Fee	
General Data Gathering & Working Session	16			4						\$3,800
Topographic & ROW Mapping	6		40				80	80		\$31,400
Environmental Clearances & Reports (Cultural Resources/History Report)									\$18,244	\$18,244
Subsurface Utility Engineering (Assumes 10 potholes)									\$12,255	\$12,255
Geotechnical Report (Assumes 7 bores at 5' deep. ROW fees paid by Town)									\$14,500	\$14,500
Cost Benefit Analysis	16			8	16					\$6,320
Permitting Assistance	20									\$4,000
Public Outreach (as necessary)	32			8						\$7,600
										<b>\$98,119</b>
<b>Construction Plans &amp; Specifications</b>										
	Estimate of DBC Hours								Fee	
Construction Drawings										
30% CD's	40	4		48	48					\$21,720
90%CD's	60	6		80	80					\$34,740
100% CD's	20	4		40	40					\$15,560
Construction Specifications	24			24						\$8,400
Landscape Design & Plans									\$18,500	\$18,500
SWMP Plans & Report	4			16	8					\$4,160
Drainage Report (Hydrology/Hydraulics)	6			8	4					\$2,880
Opinion of Probable Cost	16			8						\$4,400
										<b>\$110,360</b>
<b>Bidding Phase Services</b>										
	Estimate of DBC Hours								Fee	
Bid Package & Advertising	4			4						\$1,400
Bid Questions & Addenda	2			2						\$700
Pre-Bid Conference & Walk	2									\$400
Bid Tabulation, Evaluation & Selection	2									\$400
Conformed Documents	4			2						\$1,100
										<b>\$4,000</b>
<b>Construction Phase Services</b>										
	Estimate of DBC Hours								Fee	
Meeting Attendance	10					8				\$3,080
RFI Assistance	4			4						\$1,400
Submittal Approvals	4			4						\$1,400
Design Adjustments	4			8						\$2,000
Final As Built Plans (includes surveying cost)	8		4	16	16		16	16		\$11,100
										<b>\$18,980</b>

**TOTAL \$243,959**

**Town of Lyons, Colorado  
Board of Trustees  
BOT Agenda Cover Sheet  
Agenda Item No: VIII. 3.  
Meeting Date: January 20, 2026**

**TO:** Mayor Rogin and Members of the Board of Trustees

**FROM:** Aaron Caplan, Utilities & Engineering Director

**DATE:** January 20, 2026

**ITEM:** Resolution 2026-06, A Resolution of the Town of Lyons, Colorado, Approving a Memorandum of Understanding Between WaterNow Alliance and the Town of Lyons

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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- I. REQUEST OR ISSUE:** The Town is working on a number of Stormwater Infrastructure Projects. WaterNow Alliance offers technical assistance on implementing green stormwater improvements. In the spring of 2025, staff from the WaterNow Alliance developed a project to help the Town understand where it could implement green stormwater improvements in upcoming Town projects. This resolution is to approve an MOU between the Town and WaterNow Alliance.
- II. RECOMMENDED ACTION / NEXT STEP:**  
Approve Resolution 2026-06.
- III. FISCAL IMPACTS:** Implementing this ordinance saves staff time that would be needed to develop graywater regulations and monitoring programs that would be required by state law if graywater systems were to be allowed. It will help prevent penalties from noncompliance with state law.
- IV. BACKGROUND INFORMATION:**  
The Town of Lyons is working to strengthen its stormwater management and expand the use of Green Stormwater Infrastructure (GSI) to reduce runoff, improve water quality, and enhance community resilience to flooding and wildfire. Lyons' stormwater system faces unique challenges due to its topography, burn scar impacts, and limited stormwater utility resources.

WaterNow Alliance (WaterNow) will partner with Lyons to align the Town's GSI goals with potential updates to the Town's Construction Design Manual and Municipal Code.

WaterNow will assist Lyons in implementing GSI by developing an internal checklist to guide future decision-making, compiling peer community case studies, reviewing relevant code sections and design standards for barriers and opportunities, and providing high-level recommendations to support GSI integration into Town policies.

The resulting deliverables will allow Lyons to take practical next steps to incorporate GSI into its stormwater management, advancing the Town's water quality and resilience objectives. A detailed project outline is included in the Project Brief document in the packet.

V. **LEGAL ISSUES:** None known

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None known

VII. **SUMMARY AND ALTERNATIVES:**

- Approve the resolution
- Deny the resolution
- Recommend changes

**PROPOSED MOTION:**

**"I move to approve Resolution 2026-06, A Resolution of the Town of Lyons, Colorado Approving a Memorandum of Understanding Between WaterNow Alliance and the Town of Lyons."**

**TOWN OF LYONS, COLORADO  
RESOLUTION 2026-06**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO  
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
WATERNOW ALLIANCE, AND THE TOWN OF LYONS**

**WHEREAS**, the Town of Lyons (the “Town”) is working to strengthen its stormwater management and expand the use of Green Stormwater Infrastructure (GSI) to reduce runoff, improve water quality, and enhance community resilience to flooding and wildfire; and

**WHEREAS**, WaterNow Alliance offers a Project Accelerator Program where they will partner with Lyons to align the Town’s GSI goals with potential updates to the Town’s Construction Design Manual and Municipal Code; and

**WHEREAS**, the fall 2025 WaterNow Project Accelerator Program includes up to 250 hours of technical/program support over a 6-12-month period free of charge; and

**WHEREAS**, it is necessary and desirable to specify these services, the desired end products, and the responsibilities of both WaterNow Alliance and the Town (collectively, “the Parties”) in completing this project through a memorandum of understanding (“MOU”) between the Parties; and

**WHEREAS**, Town is requested to provide relevant materials as needed, provide staff to participate in the discussions and provide timely feedback on the summary memo; and

**WHEREAS**, the Board of Trustees desires to approve the MOU.

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

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby approves the MOU between WaterNow Alliance, and the Town.

Section 3. Town Staff is hereby authorized to sign the attached MOU for the Green Stormwater Infrastructure Project Accelerator.

Section 4. This Resolution shall take effect immediately upon adoption.

**ADOPTED THIS 14<sup>TH</sup> DAY OF JANUARY, 2026.**

**TOWN OF LYONS**

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Hollie Rogin, Mayor

ATTEST:

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Dolores M. Vasquez, CMC  
Town Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF LYONS, COLORADO, AND  
WATERNOW ALLIANCE**

This Memorandum of Understanding (“MOU”) is made effective as of this      day of January 2026 between the Town of Lyons, Colorado a municipal corporation located in Boulder County, Colorado, and WaterNow Alliance (“WaterNow”), a project of Multiplier, a California nonprofit public benefit corporation, regarding the development of the Town’s Strengthening Community Resilience Through Green Stormwater Infrastructure Project (“Project”). The Town and WaterNow are, at times, individually referred to as a “Party” and are collectively referred to as the “Parties.”

**I. BACKGROUND AND PURPOSE**

The Town of Lyons is working to strengthen its stormwater management and expand the use of Green Stormwater Infrastructure (GSI) to reduce runoff, improve water quality, and enhance community resilience to flooding and wildfire. Lyons’ stormwater system faces unique challenges due to its topography, burn scar impacts, and limited stormwater utility resources.

WaterNow Alliance (WaterNow) will partner with Lyons to align the Town’s GSI goals with potential updates to the Town’s Construction Design Manual and Municipal Code. WaterNow will understand Lyons’ goals for implementing GSI, develop an internal checklist to guide future decision-making, compile peer community case studies, review relevant code sections and design standards for barriers and opportunities, and provide high-level recommendations to support GSI integration into Town policies.

The resulting deliverables will allow Lyons to take practical next steps to incorporate GSI into its stormwater management, advancing the Town’s water quality and resilience objectives.

**II. RECITALS**

**WHEREAS**, the Parties have a common interest in promoting sustainable water solutions and water use efficiency in the Town of Lyons and throughout the U.S.; and

**WHEREAS**, the State of Colorado’s Water Plan states that the Colorado River Basin is experiencing its worst drought in recorded history and highlights holistic water and land use planning strategies, such as flood-tolerant green infrastructure, as practical tools for protecting community water supplies, meeting future water demand, and ensuring sustainable development; and

**WHEREAS**, the Town of Lyons Stormwater Management Plan encourages the installation of localized water quality improvements, including rain gardens and rainwater harvesting, to provide benefits throughout the watershed; and

**WHEREAS**, Lyons wishes to integrate GSI into its planning and development efforts to help protect residents from flooding and wildfires, improve water quality, and build long-term resilience.

### **III. RESPONSIBILITIES OF THE PARTIES.**

- A. A detailed work plan is set forth in Attachment A: Strengthening Community Resilience Through Green Stormwater Infrastructure Project Brief. The Parties' respective responsibilities are listed below.
- B. WaterNow will provide up to 250 hours of technical and program support over a 6 to 12-month period, free of charge, to Lyons to support their effort to develop the Strengthening Community Resilience Through Green Stormwater Infrastructure Project.
- C. WaterNow will provide notice when Lyons has received 200 hours of such service and will not provide services in excess of the free 250 hours unless the parties mutually agree and execute a revised written MOU establishing the terms for execution of such services.
- D. WaterNow will, to the best of its ability, make the following contributions to the Project:
  - i. A summary memo outlining key goals and priorities for implementing GSI, based on Town documents, state/national resources, and staff conversations, along with an internal GSI priorities checklist to guide the town's decisions for deploying GSI.
  - ii. An organized tabulation of relevant construction design manual and municipal code sections, provided either as a spreadsheet or a memo (depending on which format best supports the Town's use and the organization of findings), including a summary of areas of alignment or conflict with GSI priorities.
  - iii. An Excel spreadsheet with GSI construction and design standards and corresponding code sections from case study communities.
  - iv. A brief memo highlighting GSI construction and design standards and code language trends, best practices, and informational interview key takeaways.
  - v. An updated spreadsheet or memo highlighting exemplary peer community language and summarizing the recommended changes to applicable sections of Lyons' Construction Design Manual and Municipal Code.
  - vi. Targeted outputs for the 1–3 priority recommendations selected by the Town.

- vii. A summary presentation deck for the Board of Trustees and Town staff discussion.
- viii. A final report summarizing findings and actionable next steps.
- ix. Public-facing materials, if desired by Town staff.

E. As detailed in Attachment A, Lyons will provide the staff and time necessary to support, review, and provide timely feedback on all WaterNow deliverables.

**IV. PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this MOU.

Aaron Caplan, Director of Utilities and Engineering, Town of Lyons  
Victoria Arling, Colorado Basin Program Director, WaterNow Alliance  
Kerry Miller, Program Manager, WaterNow Alliance  
Will Sollish, Program Manager, WaterNow Alliance

**V. TERMINATION AND MODIFICATION.** This MOU shall terminate 12 months after the effective date unless otherwise extended by mutual consent of the parties. Each party to this MOU may withdraw from it upon written notice to all other parties.

**VI. NO OBLIGATION OF FUNDS.** Nothing in this MOU shall obligate the Parties to any current or future expenditure of funds on any particular project or purpose, even if funds are available.

**VII. NO LEGAL RIGHTS OR OBLIGATIONS.** The Parties agree that this MOU does not constitute any legal admission or opinion as to the subject matter, nor does it create any legal rights, liabilities or obligations between the Parties or to third parties.

**VIII. CONFIDENTIALITY AND PRIVACY ISSUES.** The Parties agree and acknowledge that both the terms of this MOU and the discussions relating to the collaborative activity are confidential and neither Party will disclose them without the prior written consent of the other Party.

**IX. ENTIRE AGREEMENT.** This MOU represents the entire understanding between the Parties and supersedes any prior agreements or understandings with respect to the subject of this MOU. No changes, amendments or alterations to this MOU will be effective until in writing and signed by the Parties.

The effective date of this MOU is the date set forth above.

WATERNOW ALLIANCE

By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Koehler, Executive Director, WaterNow Alliance

TOWN OF LYONS

By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hollie Rogin, Mayor, Lyons

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# Strengthening Community Resilience Through Green Stormwater Infrastructure Lyons, CO

## WaterNow Project Accelerator Project Brief Attachment A to the MOU

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### Background

The Town of Lyons is working to strengthen its stormwater management and expand the use of Green Stormwater Infrastructure (GSI) to reduce runoff, improve water quality, and enhance community resilience to flooding and wildfire. Lyons' stormwater system faces unique challenges due to its topography, burn scar impacts, and limited stormwater utility resources.

WaterNow Alliance (WaterNow) will partner with Lyons to align the Town's GSI goals with potential updates to the Town's Construction Design Manual and Municipal Code. WaterNow will understand Lyons' goals for implementing GSI, develop an internal checklist to guide future decision-making, compile peer community case studies, review relevant code sections and design standards for barriers and opportunities, and provide high-level recommendations to support GSI integration into Town policies.

The resulting deliverables will allow Lyons to take practical next steps to incorporate GSI into its stormwater management, advancing the Town's water quality and resilience objectives.

### Project Outline

This project outline describes how WaterNow proposes to partner with the Town of Lyons to support its efforts to strengthen community resilience through GSI policies. WaterNow will work with Lyons to:

- Understand the Town's GSI priorities to inform future implementation and policy decisions.
- Recommend how the Town can incorporate GSI into its construction design manual and municipal code.
- Identify practical next steps that help the Town move forward with priority GSI strategies.

The proposed project is part of the fall 2025 WaterNow Project Accelerator Program, which includes up to 250 hours of technical/program support over a 6-12-month period. Additional support, if requested, may be available on a fee-for-service basis.

### **Phase 1: Review Town Green Infrastructure Priorities (February - March 2026)**

WaterNow will conduct a detailed review of Lyons' policies, ordinances, and planning documents to understand the Town's goals and priorities for integrating GSI into its stormwater management practices. This review will be complemented by an assessment of relevant state-wide and national GSI resources, model codes, and design manual examples to reinforce existing priorities or introduce new options for the Town to consider. These resources will help identify foundational elements to inform Lyons' GSI goals and set the stage for future construction design manual and code updates.

WaterNow will also hold an informational interview with Lyons staff to explore the current GSI implementation challenges, opportunities, and goals. Based on Lyons' priorities and the broader best-practice context, the project team will develop an internal checklist to guide the Town's future GSI decision-making.

*Objectives:*

- Identify key Town stormwater management, resilience, and sustainability priorities to inform future GSI implementation decisions and project research.
- Understand Colorado-specific and national GSI regulatory contexts, best practices, and common barriers to implementation.
- Establish a strong foundation for subsequent construction design manual and code recommendations by situating Lyons' priorities within regional and national standards.

*WaterNow Tasks:*

- a. Review Lyons' stormwater management, flood resilience, and sustainability materials, including but not limited to:
  - a. [Stormwater Master Plan](#)
  - b. [Comprehensive Plan](#)
  - c. [Lyons Recovery Action Plan](#)
  - d. [Environmental Sustainability Action Plan](#)
  - e. [St. Vrain Creek Watershed Master Plan](#)
  - f. [Sustainable River Corridor Action Plan](#)
- b. Compile and review Colorado-specific and national GSI implementation strategies, model code language, and design manual resources to identify best practices and clarify regulatory priorities. Resources include, but are not limited to:
  - a. [Green Infrastructure Implementation Strategy - City and County of Denver \(2018\)](#)
  - b. [DOLA Model Land Development Code \(2024\)](#)
  - c. [EPA Overcoming Barriers to Green Infrastructure Strategies](#)
  - d. [Green Infrastructure Leadership Exchange GSI Practice Framework](#)
  - e. [Mile High Flood District Resources](#)
  - f. [National League of Cities Model GSI Ordinance](#)
  - g. [Pacific Institute Colorado Stormwater Capture Potential Report \(2024\)](#)
  - h. [Planning for Hazards Stormwater Ordinance Model Code](#)
  - i. [SB24-037: Study Green Infrastructure for Water Quality Management \(2024\)](#)
  - j. Statewide and regional (i.e., [Boulder County](#)) MS4 permits, including associated programs and processes
  - k. [Breaking Down the Barriers to Low Impact Development in Colorado, Wright Water Engineers \(2008\)](#)
  - l. [Enabling Low Impact Development and Green Stormwater Infrastructure Code Audit Manual for Florida Counties and Municipalities \(2022\)](#)
  - m. [Stormwater Infrastructure Code Audit Tool for Florida Counties and Municipalities \(2022\)](#)
- c. Connect with key internal staff through a virtual or in-person informational interview to hear staff perspectives and goals for using green infrastructure to achieve Town stormwater management priorities. The project team will tailor the questions outlined in the University of Florida's [Community Scoping Exercise](#) for this conversation.

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*WaterNow Deliverables:*

- a. A summary memo outlining key goals and priorities for implementing GSI, based on Town documents, state/national resources, and staff conversations, along with an internal GSI priorities checklist to guide the town’s decisions for deploying GSI.

*Town of Lyons Tasks:*

- a. Provide additional relevant materials as needed.
- b. Participate in the staff discussion and invite relevant staff members.
- c. Review and provide timely feedback on the summary memo.

**Phase 2: Review Municipal Code and Construction Design Manual (April – May 2026)**

WaterNow will review Lyons’ Construction Design Manual and Municipal Code to identify opportunities to strengthen and develop new GSI-related land use requirements and stormwater management criteria. The project team will focus on sections most relevant to the Town’s priorities identified in Phase 1. This review will clarify where existing regulations already enable GSI, where barriers exist, and where additional guidance or amendments may be beneficial.

*Objectives:*

- Assess how GSI is currently addressed in Lyons’ stormwater-related regulations and identify where provisions could be introduced, expanded, or refined to support improved water quality and flood resilience via GSI.
- Identify regulatory gaps or barriers that may limit the Town’s ability to implement green stormwater infrastructure.

*WaterNow Tasks:*

- a. Review Section 2 of the Town’s [Construction Design Manual](#) for storm drainage–related design criteria and note where GSI-supportive standards could be added or clarified.
- b. Review the Town’s [Municipal Code](#) for sections related to stormwater management, development review, landscaping, and other relevant areas (i.e., [Chapter 16, Article 17 – Development Review](#), [Chapter 13, Article 7 – Stormwater Utility](#), [Chapter 16, Article 10, Section 16-10-40 – Environmental Impact Analysis](#), etc.) and note where references to the Construction Design Manual can be added or strengthened. The project team will also identify code sections where Lyons may wish to add GSI standards for new private development.

*WaterNow Deliverables:*

- a. An organized tabulation of relevant construction design manual and municipal code sections, provided either as a spreadsheet or a memo (depending on which format best supports the Town’s use and the organization of findings), including a summary of areas of alignment or conflict with GSI priorities.

*Town of Lyons Tasks:*

- a. Review and provide timely feedback on the summary of relevant code and construction design manual sections.

**Phase 3: Research Peer Community Green Infrastructure Standards and Policies (May – June 2026)**

WaterNow will research codes, policies, and design standards from 4-6 case study communities (i.e., Longmont, Minturn, etc.) to identify common GSI best management practices. This research will be

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guided by the priorities identified in Phase 1 and the gaps and opportunities identified in Phase 2. The project team will concentrate on sections of the peer communities' construction and design standards that address concerns identified in the Phase 2 analysis. Through this research, WaterNow will determine potential strategies and best practices for updating the Lyons Construction Design Manual and Municipal Code to better align with the Town's priorities.

*Objectives:*

- Align local standards with peer community best practices and state guidance for small municipalities.
- Understand the landscape of green infrastructure codes and design practices in peer communities across the West.

*WaterNow Tasks:*

- a. Compile and review model peer Colorado and Western community construction and design standards with strong GSI requirements and their corresponding references to GSI requirements in municipal code (i.e., Longmont, Minturn, etc.).
- b. Compile exemplary GSI implementation strategies from small municipalities in Colorado and the Western U.S.
- c. Conduct informational interviews with 1-2 priority communities to understand their GSI implementation processes, lessons learned, and policy strategies.

*WaterNow Deliverables:*

- a. An Excel spreadsheet with GSI construction and design standards and corresponding code sections from case study communities.
- b. A brief memo highlighting GSI construction and design standards and code language trends, best practices, and informational interview key takeaways.

*Town of Lyons Tasks:*

- a. Provide input on the 1-2 priority communities selected for informational interviews.
- b. Participate in informational interviews, as available.
- c. Review and provide timely feedback on the research spreadsheet and memo.

**Phase 4: Recommend Green Infrastructure Pathways in Lyons' Construction Design Manual and Municipal Code (August – October 2026)**

In this Phase, the project team will develop high-level recommendations for integrating green infrastructure into the Lyons Construction Design Manual and referencing these standards in the Municipal Code, focusing on the key sections identified in Phase 2. WaterNow will draw on peer community examples and model design and construction standards to propose updates that reduce barriers to GSI and create clear pathways for implementation. These recommendations will serve as a foundation for the Town's future policy and design standard updates.

To further support the Town, WaterNow will also help identify immediate next steps and develop more detailed, targeted guidance for 1–3 priority, easily implementable strategies (e.g., drafting Design Manual language for incorporating low-impact design). The specific scope of this additional support will be refined as the project reaches this stage.

*Objectives:*

- Recommend approaches for incorporating green infrastructure best management practices into the Lyons Construction Design Manual and referencing these standards in the Lyons Municipal Code.
- Tailor recommendations to Lyons’ unique community values, environmental and geographic conditions, and staff capacity.

#### *WaterNow Tasks:*

- a. Update the Phase 2 spreadsheet or memo to include high-level recommendations and peer community example language to align Lyons’ Construction Design Manual and Municipal Code with GSI best management practices.
- b. Develop targeted materials for 1–3 priority recommendations (e.g., additional research, draft text, redlines, or other implementation-ready outputs, with input from Lyons).

#### *WaterNow Deliverables:*

- a. An updated spreadsheet or memo highlighting exemplary peer community language and summarizing the recommended changes to applicable sections of Lyons’ Construction Design Manual and Municipal Code.
- b. Targeted outputs for the 1–3 priority recommendations selected by the Town.

#### *Town of Lyons Tasks:*

- a. Review and provide timely feedback on the recommendations and memo.
- b. Participate in discussions to identify 1-3 priority recommendations and the corresponding targeted outputs.

### **Phase 5: Develop a Final Report and Presentation (November – December 2026)**

WaterNow will develop a concise, actionable summary report that synthesizes the project’s main findings, recommendations, and next steps from each phase. This report will act as a practical roadmap for future GSI efforts and can be shared across departments and with the Board of Trustees. WaterNow will present the findings and recommendations to Town staff and the Board of Trustees to confirm alignment and keep leadership informed. If of interest, WaterNow will also prepare public-facing materials to aid implementation and raise community awareness.

#### *Objectives:*

- Ensure alignment among key internal stakeholders on recommendations and next steps.
- Encourage Town-wide understanding of GSI benefits and support for implementation.
- Provide clear and actionable guidance for integrating GSI priorities into Town policies.

#### *WaterNow Tasks:*

- a. Present a project overview and recommended GSI implementation strategies to the Board of Trustees and relevant Town staff.
- b. Develop a final report summarizing key project findings and recommendations.
- c. Create 1-2 public-facing materials (e.g., website language or flyers), if desired.

#### *WaterNow Deliverables:*

- a. A summary presentation deck for the Board of Trustees and Town staff discussion.
- b. A final report summarizing findings and actionable next steps.
- c. Public-facing materials, if desired by Town staff.

*Town of Lyons Tasks:*

- a. Coordinate and participate in the final presentation and review meeting materials.
- b. Review and provide timely feedback on the final report and any public-facing materials.

**TOWN OF LYONS BOARD OF TRUSTEES MEETING  
LYONS TOWN HALL, 432 5<sup>TH</sup> AVENUE, LYONS, COLORADO**

**WATCH AT: [WWW.TOWNOFLYONS.COM/LIVESTREAM](http://WWW.TOWNOFLYONS.COM/LIVESTREAM)**

DRAFT AGENDA  
**MONDAY, JANUARY 5, 2026**

**WORKSHOP**

5:30 PM – 6:15 PM

Historic Preservation and Demolition Moratorium Discussion

6:15 – 6:50 PM

Use Tax Discussion

**7:00 pm BOARD OF TRUSTEES REGULAR MEETING**

- I. Roll Call and Pledge of Allegiance – **Present:** Mayor Rogin, MPT Williams, Trustee Hamrick, Trustee Daty, Trustee Lowell, Trustee Browning, Trustee Williams
- II. Land Acknowledgement & Reflective Moment of Silence – Trustee Browning noted that Mrs. Janet Freeman passed away this weekend. Her husband Bob Freeman was a former Town Administrator and a longtime resident at Walt Self.
- III. Approval of Agenda – **Motion:** move to approve **Moved by:** MPT Williams **Seconded by:** Trustee Lowell **Motion passes unanimously**
- IV. Audience Business & Follow-up – Kay Sparks, HHSC update, met with new property / maintenance manager at LVTH, over 20 years experience. Very positive, aware of need for competent staff. Communication and connection w/community. New, from out of state, aware of challenges. Good education possibilities. Maintenance man has posted his name / cell number on the door. Would like to connect with town staff / hold an open house at the library. Connect with garden club for raised beds. 4 open units. Connection made with BOCO housing authority. Gil Sparks, a tremendous thank you to the town for making LCF what it is. Mental Health fund contributions were very generous. Annual appeal preliminary numbers very successful. Introduced Kate Schnapel stepping into my role 2/1. Grace Simonsen moving from board to part time paid PR administration role. Kate has lived here since 2019; communications / marketing background. On the board a few years, then communications person for a year, small break and now this role. Excited to do more to help the community. Grace, on the LCF for a year now, looking forward to working with everyone, a good experience. Gil, later discussion on mental health fund, a recommendation from LCF to consider. Cost savings for us, Boulder charges a percentage on assets managed, Longmont a flat fee, going from \$14k to \$6k in fees alone. **Board Response:** Trustee Hamrick thanked Kay for Summit update, sounds promising. Thanked Gil for all his work in so many capacities. TD thanked the Sparks as well; Happy for Kate and Grace, excited for opportunities ahead. Trustee Browning thanked Kay for staying on top of LVTH; thankful for LCF. Trustee Williams hopes everyone knows how much we all care about housing. Mayor Rogin, Gil, glad you are staying on in a supportive role. **Staff Response:** VS met with Kay earlier, up to speed.
- V. Request from Adventure Fit Regarding Old Man Winter Rally – Josh Kravitz, OMW. Josh, producing events in Lyons for 15 years. OMW in 12<sup>th</sup> year, a go to start of the season for

runners / riders. Started Summer Vibes, incorporating Lyons Outdoor Games into that one. A lot of other communities as well; some of them help sponsor. Requesting a waiver of fees for using the park in exchange for a sponsorship. Not a huge ask; waiving rental fees for OMW and Summer Vibes. Trustee Dady thanked him for all the exposure brought to Lyons. 2K spectators and 800 applicants; what fees exactly? Josh, last years invoice came out to \$2,150 +/- . Are you wanting all the fees waived? Josh, if possible. Other places provide the parks facilities and money as well. TD any estimates to impact on town sales tax? Josh, no official numbers, but estimate significant money spent in town. We try to find ways to make it as beneficial as possible. MPT is this a non profit? Josh, we are not, a for profit company. MPT why would you be asking? Josh, trying to promote the town as well. Trustee Lowell, are there vendors there selling goods subject to sales tax? Josh confirmed. GL, tough to track, is that your preview? Josh, typically 30-40 vendors, some not selling goods, offering bike tune-ups or selling windows. MB don't all special events promote the town, if we waive for you what about everyone else? Josh, the exposure, options to take to other cities, we prefer to showcase Lyons. Trustee Williams, I could see some hesitation about waiving fees, and see some discussion on purchasing a sponsorship? Josh we would work with Kim to find a beneficial partnership. LW also a firefighter and we send some guys there are you planning on hiring? Josh we always bring a crew. LW good for you to link to fire. DH are any of these soft costs? Kim, we go off the fee schedule. We do a kind of barricades, cones, closing the roads, staff time and that's part of the fee. TD worked with other organizations, what kind of outreach do you do? Josh, we end event early enough so that people can get dinner in town. GL what are advantages of being a sponsor? Josh, opportunity to showcase. GL trying to figure out the return. Josh, best opportunity is to follow up after the event. Hollie, typically Chamber of Commerce would be a sponsor. **Board response:** MPT setting a very bad precedent in waiving fees for Non-profits. MB agrees, we sponsored Outdoor Games for years and lost money. Staff time is our number one cost, we have to be careful and concerned about precedent. Yes, we want to showcase our events, but not a taxpayer cost. LW tend to agree to be disciplined using staff time; would look favorably on a sponsorship proposal. Opportunity for us to harvest contact information and that also takes time. Benefits don't come automatically, it takes staff time. DH in favor of sponsorship; constantly strive to bring more business to town. Maybe involve EVC. TD would consider a sponsorship of permit fee, have reservations of setting precedent for a for profit. GL we treasure this, but not in favor of waiving any fees but may consider a sponsorship of some sort. HR agrees, but we are a lot smaller than our neighbors and a smaller budget. We do allocate marketing dollars and could review that. would be concerned that if we waived your fees we would be setting a precedent for other events.

## VI. Staff Reports

1. Boulder County Sheriff's Office Report – Sgt Crist stated that they are geared up for OMW; covered staffing and new / returning deputies. Meeting up with SAC to discuss projects. Sharon and I have been doubled up today and tomorrow. Will assist Sharon with annual report. Transition will go smoothly, shifts will be the same so I will be available.
2. Town Administrator's Report – updated on Ewald project complete, did not receive electric undergrounding grant. WWTF design at 30%; centrifuge went down last week; around \$10K a week to haul. Installed a new sensor, now it is shaking so bad they are coming back tomorrow to address. Will be receiving 250 hours of technical support for green stormwater infrastructure. Hoping to reach an agreement with CDOT on the Black Bear Hole drainage. ADA CDOT project was quite impactful, starting on HWY 7 then done. CO Tourism grant opportunity, a 4/1 match. Last one was for wayfinding. Big wind event had lots of limbs/twigs. The BOCO dropoff this Saturday was very successful. I think the public is getting into the habit. Last limb pickup was half the amount, I think people are really taking advantage of the county program, which is taxpayer funded. LCD want to present update on 1/20. No reason for Kim / Kristen to coordinate quarterly art shows, willing to do it if we give them the budget, \$2k annually. If ok, we would transfer \$1500 since January is set. Town Clerk did ship 5 pallets of records to be scanned digitized. Trustee Lowell asked about centrifuge; will we pay now and then change in 2 years. Can we jump to fan

option? AC don't think we can get one quickly installed. Have asked if Consor could get a demo going as a temporary set up. GL for Lisa, we received \$900K where is it? LR in our bank account; we have not transferred any funds. Will talk with Boulder Mod / BCHA and the board with any updates. TD WWTF when do we think we will be at 100% design? AC at 30% in February then we go back to decide if we want fan or screw press. Contract was to have them finish by year end. Goal now is to get sensor working or will have to look at other options. Originally going with a press. Trustee Browning, cutting water line at AV WTP, will he be tapping into town. AC he has a tap but has a 12" water line, have discussed cutting the line across AV road, work in BOCO right away or work on his property with his approval. We could have him pay for the parts and install that for him. MB, why are we putting a hydrant there if it's not in town limits. AC we have several on AV road; effective protection for the town to have as much firefighting capabilities as possible. LW hydrants also used for filling trucks in vicinity. Limb drop off, we had 123 bringing over 153 loads. These were the highest numbers yet. If were to pivot to Boulder Mod, what is lag time? LR they have some openings, have a gap in production.

3. Town Clerk's Report – Town Clerk shared the why should I run packet, important election dates and board would like to see an open house for the public. Eblast going out tomorrow.
4. Legal Update – update on CO supreme court decision on municipal offenses / penalties. Contrary to precedent, local penalties cannot be any more / less stringent. Was effective immediately. Communicating with CML/Judge. Judge Brown has issued a standing order and we will be reviewing code for revisions. Discussion on LMC specific fines. Standing order protects us for now, easiest fix is to amend the code. DH should we pull out anything that overlaps state code? BD this is more criminal not general code revisions. Legislative session has already kicked off.

## VII. Ordinances and Public Hearings

1. 1<sup>st</sup> Reading – Ordinance 1203- an Ordinance of the Town of Lyons, Colorado, Approving the Rezoning of 4651 & 4652 Ute Hwy from Commercial Eastern Corridor (CEC) to PUD CEC – Planner Ritchie application is to rezone the property containing 3 lots. Trustee Lowell asked about CPW comments: what is the obligation of developers to adhere to CPW recommendations. Attorney Dittman: depends on if it's a binding state requirement. CPW recommends no ground disturbance within 500' of the river which would essentially take away all that south side. Planner Ritchie - no formal plan for what they want to do on the south side. In the town's perview to factor CPW's recommendations, any future development would have to go through permitting process. Trustee Lowell – I request that we see any applicable permits when working on the river. Trustee Browning - two areas didn't see any time limitations, just granting a PUD as use by right but no deadlines to file development plans. Staff: this just rezones the property. Attorney Dittman: typically not tied to zoning, perhaps a reverter clause. Trustee Browning - unique history, had an agreement in place where they had a deadline to submit development agreement or receive \$100K fine; a later board waived that requirement. That was done so this property wouldn't sit here vacant for many years and that is exactly what has happened. How typical is it for PUD applications to have no limitations. They want carte blanche here. Planner Ritchie, fair question, PUD's can serve different tools for communities. They basically serve as the zoning. This would propose to change the zoning only. Applicant did not propose a development, future development would have to go through the process. Not sure which proposal they are ready to commit to. Still exploring feasibility of getting utilities to the property; waiting on TEBO for access issues; a good conversation with applicant to have on dialing in. Mayor Rogin, if they don't know what they want to do why do they want to change the zoning now? Administrator Simonsen, it is zoned AG and they can't do anything with the property. The PUD would open up possibilities with developers. Trustee Hamrick: would it make more sense to amend CEC zoning uses? Staff: you could amend that. Discussion on when TEBO may start developing. There are a lot of parties that need to get on the same page so it is a work in progress. Trustee Williams: opening up all of these uses would allow broader marketing, does this mean current owner could

seek partnerships or allow for marketing of sales of the properties. Staff stated it could be either / or. **Motion:** move to approve **Moved by:** MPT Williams **Seconded by:** Trustee Williams Discussion: MPT they may consider selling and this would make it easier for them. Trustee Browning, I have concerns, has been frustrating. Eastern Corridor a puzzle we haven't solved. Could we approve with a deadline / incentives? Mayor Rogin shares the concerns and wants to hear from the applicant. **Motion passes unanimously**

2. 1<sup>st</sup> Reading – Ordinance 1211 – an Ordinance of the Town of Lyons, Colorado Approving a Ballot Question Regarding the Increase of the Use Tax by 1.0% to be Approved by Voters at the April 7, 2026, Election – Director Eyestone: at Oct budget workshops this was discussed; not typically seen to have different use / sales tax. This would align the two. Attorney Dittman, this is a TABOR question, specific structure. Can put out information but not in ballot question itself. Pro Con statement required for TABOR. **Motion:** move to approve **Moved by:** MPT Williams **Seconded by:** Trustee Dady Discussion: Trustee Browning is not in favor of pursuing. Important to see who this tax hits, it hits locals. Makes new developments more expensive. Tax increase history for Lyons noted. Will vote no on 2<sup>nd</sup> reading. MPT Williams believes we will be facing high infrastructure costs, can't rely on Feds and the State is struggling. Good governance with recognizing every opportunity for revenue. This is not an onerous tax that would create a great difficulty and would put us in line with most municipalities. Would be appropriate for these two taxes to match. Biggest concern is for those who previously initiated business projects. Want to see it go to 2<sup>nd</sup> reading but see it start later. Trustee Lowell - biggest problem is the long awaited hotel; they have waited for interest rates / commodity prices to come down and now we want to raise the rate. 80% of tax on automobiles, not untoward to think of how it affects residents. Not in favor of. Trustee Williams - no view on if we should pass, worth further consideration. People who buy used cars rarely want to be the first people we want to raise taxes, but we have a budget to balance, so if not here, it will come from somewhere. That extra 1% not that difficult to adjust for. Not sympathetic to try to steer as many fees / taxes to visitors and spare locals. Often painful to recognize that those who live here have a responsibility as well. Trustee Dady agrees; hears both sides. Merits more discussion and ultimately voters should decide. I would like to correct the error I made on the last board of not matching it to the sales tax. Dave Hamrick also will vote to move to 2<sup>nd</sup> reading and voters should decide. Mayor Rogin I will vote for 2<sup>nd</sup> reading I want to hear from the public and staff can meet with hotel to see if a later start date would be beneficial. A motivating factor to get shovels in the town. The beauty of TABOR is that voters do get to decide. We are fiduciaries of the town and we do want for people to afford to live here. **Motion passes 5-2 Trustees Lowell / Browning NO. 10 minute break at 8:55 pm. Meeting**

#### VIII. Consent Agenda

1. Resolution 2026-01 – a Resolution of the Town of Lyons, Colorado, Designating the Official Public Notice Location and the Official Newspapers of General Circulation for the Town of Lyons
2. Resolution 2026-02 - A Resolution of the Town of Lyons, Colorado, Determining That the Regular Municipal Election be Held on April 7, 2026, and Shall be a Mail Ballot Election
3. Resolution 2026-03 - A Resolution of the Town of Lyons, Colorado Approving a Fourth Amendment to a Development Plan Agreement Between Colorado Lookout Lyons LLC, and the Town of Lyons
4. December 15, 2025, Regular BOT Meeting Minutes
5. January Accounts Payable

**Trustee Williams recused himself from consent and any items removed. Trustee Willams left the meeting at 9:08 pm Motion:** move to approve **Moved by:** MPT Williams **Seconded by:** Trustee Lowell **Motion passes unanimously. Trustee Willams rejoined the meeting at 9:09 pm**

#### IX. Items Removed from Consent Agenda

X. Boards & Commissions

1. LAHC - Municipal Flag Presentation – Director Mitchell - back in August municipal flag call to artists. Received 10 applications; LAHC narrowed it down to 4. Felt like none met the mark of what the board was looking for. Met again in December and narrowed it down to three artists but still don't feel like there is a particular flag. Asking if board would opt to choose an artist. All local artists; maybe need more direction on what we are looking for. Hope tonight is to choose an artist and give direction for staff to work with them to refine. Mayor Rogin – a great approach; strong opinion, I think artist A is way to go. Love color pattern; have any designs further simplified if possible. MPT Williams shares that opinion, as does Trustee Browning, Fine with staff working with them. No increase in budget / staff time. Trustee Williams: I agree, logistically / legally can pivot from call for design to call for artists. Trustee Lowell supports A. Trustee Dady preference for artist A, as does Trustee Hamrick.
2. Appointment of Adam Walker to the Student Advisory Commission

XI. General Business

1. Discussion / Direction on Workshop: Downtown Demolition Moratorium – Discussion: do we want to pursue any options at all? MPT Williams, I have a lot of concerns. The fact that someone can just tear anything down worries me. Maybe 30 days to explore options, don't want to hold folks up. Trustee Lowell supports 30 days in concert of a catalog of what building we are talking about. Trustee Williams - struggling with what do we do in that 30 days. Would like to have a pause, comfort that a building that we care about is getting torn down. Would like to have a development agreement in place but that is a big ask. Mayor Rogin agrees, education on what is possible. Trustee Browning - this is a solution in search of a problem. Projects that have gone forward have done what most developers do. Not something that needs to be done. Creating a lot of staff time. We will be sending status quo message. Trustee Dady - I tend to really look towards commissions for recommendations; they have valid concerns. No clear middle ground. Trustee Hamrick would like a blend of options 2 & 3. 60 days especially if doing due diligence. Will it change things, it will at least force a conversation. Mayor Rogin agrees, 45 days seems like a good amount of time. Requiring development agreement before would really harm those trying to sell. Glass and steel structures, if I remember correctly, when a potential buyer came with that proposal they pulled the listing. A hybrid approach is best. Board consensus is 45 days. Planner Ritchie - during this 45 day period, should this stay at staff level / education? Or elevate publicly. Proposed workflow / policy from staff. Area discussed: Main street is priority, concern for Shopette, High Street? Use map provided by staff. Definition of demo: what are other municipalities doing? Age: use national standards of 50 years. Fine tune incentives and bring back.
2. Discussion / Direction on Workshop: Use Tax (if needed) – nothing to discuss
3. Discussion / Direction on the Mental Health and Wellness Fund - Community Foundation Boulder County – LCF asking to consider terminating Boulder Community Foundation (BCF) relationship and draft contract with Longmont Community Foundation. BCF ok with LCF still being advisory board but will still be charged the fee. They are ok with any of the options, including terminating. Would then bring back new contract. Staff supports if it saves them \$6-\$8K and we want our local foundation as the advisory board. Board direction is to draft termination and in no way a reflection of our relationship with BCF.
4. Agenda Request: Limb Pick Up – Trustee Browning - several citizens had expressed interest after big storm, what amount was left over. Administrator Simonsen - we rolled it to fire mitigation; around \$3K. We have a lot of need on public land and need to figure out how to utilize the buddy system. Trustee Williams - we need solid drop off / pick up. County trying to have several of these events that are not town specific. Should have bids available in the next couple of days.

XII. Trustee Reports

1. Trustee Hamrick – SFC meets Wednesday

2. Trustee Dady – SAC meets Jan 15<sup>th</sup>, Ord 1205 regarding unreasonable noise; want to reiterate I stand by faulty mechanical noise. I should have voted differently.
  3. Trustee Lowell – Ecology / PRC have not met. David Neal to speak at library soon.
  4. MPT – HPC meets the 21<sup>st</sup>.
  5. MB – UEB/ EVC have not met
  6. LW – PCDC discussed dual parcels in eastern corridor.
  7. Hollie – HHSC have not met. I get a lot of holiday cards from different municipalities; just got one from the governor. Read a poem by Andrea Gibson.
- XIII. Summary of Action Items
1. Board would consider a sponsorship for OMW
  2. Schedule running for office open house
  3. TEBO update at next meeting
  4. Ord 1203 passed to 2<sup>nd</sup> reading
  5. Ord 1211 passed to 2<sup>nd</sup> reading
  6. Municipal Flag - Board opted for Artist A / Staff to work with them
  7. Demo Moratorium – direction on proposed workflow / policy. 45 day period. Area: defined in map. Age: use national standards Fine tune incentives and bring back
  8. Draft termination letter to Boulder Community Foundation and bring contract forward for Longmont Community Foundation
  9. Research conditional zoning on PUD / CPW comments
- XIV. Adjournment – **Motion:** move to approve **Moved by:** MPT Williams **Seconded by:** Trustee Dady **Motion passes unanimously Meeting adjourned at 9:55 pm.**

Respectfully Submitted By:

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Dolores M. Vasquez, CMC – Town Clerk

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Mayor Hollie Rogin

Town of Lyons  
A/P Summary Bi-Monthly  
01/20/2026

Date & Check #	Handchecks	Description	Amount
		<b>Handchecks</b>	\$ -
<b>Date - 1/2/26</b>		Payroll	\$ 49,311.14
		Federal Taxes	\$ 16,952.25
		State Taxes	\$ 2,331.00
		Empower Retirement	\$ 7,862.90
		Unemployment	\$ 135.81
		<b>Payroll Totals</b>	\$ <b>76,457.29</b>
<b>Date - 1/16/26</b>		Payroll	\$ 51,947.87
		Federal Taxes	\$ 17,782.31
		State Taxes	\$ 2,438.00
		Empower Retirement	\$ 8,371.98
		Unemployment	\$ 142.96
		<b>Payroll Totals</b>	\$ <b>80,683.12</b>
<b>Date</b>	<b>Check Number</b>	<b>Electronic Payment</b>	<b>Amount</b>
1/5/2026	92601004	CEBT	\$ 31,116.58
1/5/2026	92601002	Chase	\$ 839.19
1/5/2026	92601003	Principal Insurance	\$ 73.33
1/5/2026	92601001	XBP	\$ 873.04
1/9/2026	92601007	Xcel Energy	\$ 2,608.10
		<b>Electronic Payment Total</b>	\$ <b>35,510.24</b>
<b>Unpaid Invoices - Vendor</b>	<b>Amount</b>	<b>Grant Funds</b>	<b>Grant Name</b>
Baer Mountain & Urban	\$ 500.00		
BC Services	\$ 52.50		
Caselle	\$ 2,592.00		
Cintas Corp.	\$ 399.91		
Cirsa	\$ 4,651.00		
Colorado Analytical	\$ 490.20		
Colorado Materials	\$ 1,650.19		
Colorado Portables	\$ 355.00		
DueSouth Publishing	\$ 21.95		
DVL Group	\$ 3,600.00		
Eldorado Artesian	\$ 3,619.50		
Greystone	\$ 4,679.50		
Kristin Nordeck Brown	\$ 1,200.00		
Longmont, City of	\$ 19,199.46		
Marling Leasing	\$ 563.84		
McDonald Farms	\$ 5,109.00		
Michale Baker	\$ 2,500.00		
Moore, Lucy	\$ 150.00		
N Line	\$ 1,280.00		

Town of Lyons  
A/P Summary Bi-Monthly  
01/20/2026

OmniSite	\$ 808.00		
Peak 2 Peak Cleaning	\$ 2,883.50		
Prairie Mountain Publishing	\$ 74.46		
SAFEbuilt Colorado	\$ 1,364.50		
Schwab Plumbing	\$ 2,110.00		
Seacrest Group	\$ 2,650.00		
Sensus	\$ 1,108.26		
Staples	\$ 865.20		
Starkovich Law	\$ 567.40		
Tech Data Corp	\$ 2,819.20		
UNCC	\$ 78.11		
Wagner Welding	\$ 9.61		
Western Disposal	\$ 1,904.45		
Wilson Williams	\$ 5,300.00		
Xerox Corp	\$ 67.45		
Lyons Communications, Z3N	\$ 818.60		
Total Unpaid Invoices as of	\$ 76,042.79	\$ -	<b>Grant Expenditures</b>
<b>Grand Total for (Unpaid Invoices, Hand Checks, Payroll, Electronic Payment)</b>	<b>\$ 192,236.15</b>		

Invoice No	Inv/Chk Date	Seq	Description	GL Acct No	GL Activity N	GL Pe	Inv Amount	Net Invoice Check Amount	Sep
<b>Baer Mountain &amp; Urban Forestry, LLC</b>									
<b>82267 Baer Mountain &amp; Urban Forestry, LLC</b>									
BAER1435	12/23/2025	1	Sandstone Park Storm Cleanup	08-60-4551	0	1225	500.00	500.00	1
Total BAER1435:							500.00	500.00	
Total 82267 Baer Mountain & Urban Forestry, LLC:							500.00	500.00	
<b>BC Services, Inc.</b>									
<b>82175 BC Services, Inc.</b>									
L30807-123125	12/31/2025	1	Court Collection Fees December 2025	01-53-4250	0	1225	52.50	52.50	1
Total L30807-123125:							52.50	52.50	
Total 82175 BC Services, Inc.:							52.50	52.50	
<b>Caselle</b>									
<b>695 Caselle</b>									
INV-15121	01/05/2026	1	Contract Support and MAintenance February 2	01-44-4201	0	126	2,592.00	2,592.00	1
Total INV-15121:							2,592.00	2,592.00	
Total 695 Caselle:							2,592.00	2,592.00	
<b>Cintas Corporation No. 2</b>									
<b>764 Cintas Corporation No. 2</b>									
4254758239	12/30/2025	1	G - PPW Uniforms	01-44-4701	0	1225	179.00	179.00	1
Total 4254758239:							179.00	179.00	
4255443675	01/06/2026	1	G- PPW Uniforms	01-44-4701	0	126	179.00	179.00	1
Total 4255443675:							179.00	179.00	
5290616805	09/05/2025	1	First Aid Restocking	01-44-4506	0	1225	41.91	41.91	1
Total 5290616805:							41.91	41.91	
Total 764 Cintas Corporation No. 2:							399.91	399.91	
<b>CIRSA</b>									
<b>762 CIRSA</b>									
INV1003248	12/31/2025	1	2026 Excess Crime	01-44-4710	0	126	680.00	680.00	1
Total INV1003248:							680.00	680.00	
INV1003336	01/06/2026	1	2026 Equipment Breakdown	01-44-4710	0	126	3,254.00	3,254.00	1
Total INV1003336:							3,254.00	3,254.00	
WINV1001002	01/13/2026	1	Workers' Comp MT Employee	01-44-4002	0	126	717.00	717.00	1
Total WINV1001002:							717.00	717.00	
Total 762 CIRSA:							4,651.00	4,651.00	

Invoice No	Inv/Chk Date	Seq	Description	GL Acct No	GL Activity N	GL Pe	Inv Amount	Net Invoice Check Amount	Sep
<b>Colorado Analytical Lab, Inc.</b>									
<b>812 Colorado Analytical Lab, Inc.</b>									
251223089	12/31/2025	1	Wastewater Testing	03-62-4253	0	1225	195.80	195.80	1
Total 251223089:							195.80	195.80	
251230063	12/31/2025	1	Wasterwater Testing	03-62-4253	0	1225	24.30	24.30	1
Total 251230063:							24.30	24.30	
251230069	01/07/2026	1	Wasteware Testing	03-62-4253	0	126	195.80	195.80	1
Total 251230069:							195.80	195.80	
260106110	01/07/2026	1	Wasterwater Testing	03-62-4253	0	126	74.30	74.30	1
Total 260106110:							74.30	74.30	
Total 812 Colorado Analytical Lab, Inc.:							490.20	490.20	
<b>Colorado Materials, Inc.</b>									
<b>879 Colorado Materials, Inc.</b>									
INV196725	12/11/2025	1	Road BasE	01-59-4703	0	1225	566.90	566.90	1
Total INV196725:							566.90	566.90	
INV196726	12/10/2025	1	Road BasE and Red Breeze	01-59-4703	0	1225	585.34	585.34	1
Total INV196726:							585.34	585.34	
INV196727	12/11/2025	1	Red Breeze	08-60-4251	0	1225	497.95	497.95	1
Total INV196727:							497.95	497.95	
Total 879 Colorado Materials, Inc.:							1,650.19	1,650.19	
<b>Colorado Portabales LLC</b>									
<b>82768 Colorado Portabales LLC</b>									
I43080	01/07/2026	1	The October Hole Toilet January 2026	08-60-4554	0	126	140.00	140.00	1
Total I43080:							140.00	140.00	
I43081	01/07/2026	1	Dog Park Toilets January 2026	08-60-4554	0	126	215.00	215.00	1
Total I43081:							215.00	215.00	
Total 82768 Colorado Portabales LLC:							355.00	355.00	
<b>DueSouth Publishing LLC</b>									
<b>82802 DueSouth Publishing LLC</b>									
2263	01/02/2026	1	Boulder Magazine Shipping	01-56-4505	0	1225	21.95	21.95	1
Total 2263:							21.95	21.95	
Total 82802 DueSouth Publishing LLC:							21.95	21.95	

Invoice No	Inv/Chk Date	Seq	Description	GL Acct No	GL Activity N	GL Pe	Inv Amount	Net Invoice Check Amount	Sep
<b>DVL Group Inc</b>									
<b>82822 DVL Group Inc</b>									
IN00023805	01/05/2026	1	PW Generator Testing and Service	01-44-4506	0	126	3,600.00	3,600.00	1
Total IN00023805:							3,600.00	3,600.00	
Total 82822 DVL Group Inc:							3,600.00	3,600.00	
<b>Eldorado Artesian Springs, Inc</b>									
<b>82843 Eldorado Artesian Springs, Inc</b>									
000582	12/31/2025	1	Data for WWTF Upgrade project	03-66-6001	0	1225	3,587.50	3,587.50	1
Total 000582:							3,587.50	3,587.50	
9177140	12/28/2025	1	Water Dispenser	01-58-4502	0	1225	16.00	16.00	1
9177140	12/28/2025	2	Water Dispenser	01-44-4502	0	1225	16.00	16.00	1
Total 9177140:							32.00	32.00	
Total 82843 Eldorado Artesian Springs, Inc:							3,619.50	3,619.50	
<b>Greystone Technology Group, Inc.</b>									
<b>82252 Greystone Technology Group, Inc.</b>									
110575	01/01/2026	1	IT Services for December 2025for January 202	01-44-4705	0	126	4,679.50	4,679.50	1
Total 110575:							4,679.50	4,679.50	
Total 82252 Greystone Technology Group, Inc.:							4,679.50	4,679.50	
<b>Kristin Nordeck Brown PC</b>									
<b>1920 Kristin Nordeck Brown PC</b>									
JANUARY 2026	01/01/2026	1	G-Judicial Services	01-53-4700	0	126	1,200.00	1,200.00	1
Total JANUARY 2026:							1,200.00	1,200.00	
Total 1920 Kristin Nordeck Brown PC:							1,200.00	1,200.00	
<b>Longmont, City of</b>									
<b>780 Longmont, City of</b>									
24432 DEC 2025	12/27/2025	1	198 2nd Ave	03-62-4300	0	1225	617.00	617.00	1
Total 24432 DEC 2025:							617.00	617.00	
26530 DEC 2025	12/27/2025	1	2186 Apple Valley Plant Electric	03-52-4300	0	1225	28.29	28.29	1
Total 26530 DEC 2025:							28.29	28.29	
45032 DEC 2025	12/27/2025	1	19659 N St Vrain Dr Lift Station	03-64-4551	0	1225	175.10	175.10	1
Total 45032 DEC 2025:							175.10	175.10	
59258 DEC 2025	12/27/2025	1	12594 N. 53rd Electric Monthly	03-53-4300	0	1225	2,255.56	2,255.56	1
59258 DEC 2025	12/27/2025	2	12594 N 53rd Longmont Water Services	03-52-4550	0	1225	15,244.54	15,244.54	1
Total 59258 DEC 2025:							17,500.10	17,500.10	
67545 DEC 2025	12/27/2025	1	4100 Ute Hwy	03-64-4551	0	1225	108.50	108.50	1

Invoice No	Inv/Chk Date	Seq	Description	GL Acct No	GL Activity N	GL Pe	Inv Amount	Net Invoice Check Amount	Sep
Total 67545 DEC 2025:							108.50	108.50	
70937 DEC 2025	12/27/2025	1	324 McConnell Dr	03-64-4551	0	1225	271.61	271.61	1
Total 70937 DEC 2025:							271.61	271.61	
98364 DEC 2025	12/27/2025	1	4687 Ute Hwy PW Rep Building	01-44-4300	0	1225	225.23	225.23	1
Total 98364 DEC 2025:							225.23	225.23	
98365 DEC 2025	12/27/2025	1	4687 Ute Hwy PW Building #1	03-64-4551	0	1225	218.46	218.46	1
Total 98365 DEC 2025:							218.46	218.46	
98920 DEC 2025	12/27/2025	1	Eastern Corridor Lift Station	03-64-4551	0	1225	55.17	55.17	1
Total 98920 DEC 2025:							55.17	55.17	
Total 780 Longmont, City of:							19,199.46	19,199.46	
<b>Marlin Leasing Corporation</b>									
<b>82824 Marlin Leasing Corporation</b>									
41432568	01/05/2026	1	Printer Leasing	01-44-4201	0	126	563.84	563.84	1
Total 41432568:							563.84	563.84	
Total 82824 Marlin Leasing Corporation:							563.84	563.84	
<b>McDonald Farms Enterprises Inc</b>									
<b>2230 McDonald Farms Enterprises Inc</b>									
0172947-IN	12/29/2025	1	Sludge disposal	03-62-4550	0	1225	984.00	984.00	1
Total 0172947-IN:							984.00	984.00	
0172948-IN	12/29/2025	1	Sludge disposal	03-62-4550	0	1225	936.50	936.50	1
Total 0172948-IN:							936.50	936.50	
0172949-IN	12/29/2025	1	Trash Haul	01-59-4709	0	1225	634.00	634.00	1
Total 0172949-IN:							634.00	634.00	
0173184-IN	12/31/2025	1	Sludge disposal	03-62-4550	0	1225	936.50	936.50	1
Total 0173184-IN:							936.50	936.50	
0173186-IN	12/31/2025	1	Sludge disposal	03-62-4550	0	1225	984.00	984.00	1
Total 0173186-IN:							984.00	984.00	
0173187-IN	12/31/2025	1	Trash Haul	01-59-4709	0	1225	634.00	634.00	1
Total 0173187-IN:							634.00	634.00	
Total 2230 McDonald Farms Enterprises Inc:							5,109.00	5,109.00	

Invoice No	Inv/Chk Date	Seq	Description	GL Acct No	GL Activity N	GL Pe	Inv Amount	Net Invoice Check Amount	Sep
<b>Michael Baker International, Inc.</b>									
<b>81964 Michael Baker International, Inc.</b>									
1262379	09/26/2025	1	Wayfinding Analysis	01-56-4501	0	1225	2,500.00	2,500.00	1
Total 1262379:							2,500.00	2,500.00	
Total 81964 Michael Baker International, Inc.:							2,500.00	2,500.00	
<b>Moore, Lucy</b>									
<b>82860 Moore, Lucy</b>									
20260114	01/14/2026	1	LAHC Art Show Opening Music Performance	01-55-4713	0	126	150.00	150.00	1
Total 20260114:							150.00	150.00	
Total 82860 Moore, Lucy:							150.00	150.00	
<b>N Line Electric, LLC</b>									
<b>2375 N Line Electric, LLC</b>									
32077	12/25/2025	1	On Call	02-65-4501	0	1225	1,280.00	1,280.00	1
Total 32077:							1,280.00	1,280.00	
Total 2375 N Line Electric, LLC:							1,280.00	1,280.00	
<b>OmniSite</b>									
<b>82468 OmniSite</b>									
104935	01/01/2026	1	Lift Station Monitoring Maintenance	03-64-4551	0	126	808.00	808.00	1
Total 104935:							808.00	808.00	
Total 82468 OmniSite:							808.00	808.00	
<b>Peak 2 Peak Commercial Cleaning</b>									
<b>82311 Peak 2 Peak Commercial Cleaning</b>									
11162	01/01/2026	1	Janitorial Services TH/PW	01-44-4506	0	1225	873.25	873.25	1
11162	01/01/2026	2	Janitorial Services Sheriff	01-58-4506	0	1225	426.25	426.25	1
11162	01/01/2026	3	Janitorial Services Senior Center	01-55-4706	0	1225	324.00	324.00	1
11162	01/01/2026	4	Janitorial Visitor Center	01-60-4512	0	1225	305.00	305.00	1
11162	01/01/2026	5	Janitorial Services Parks LMJ & Bohn Park	08-60-4512	0	1225	955.00	955.00	1
Total 11162:							2,883.50	2,883.50	
Total 82311 Peak 2 Peak Commercial Cleaning:							2,883.50	2,883.50	
<b>Prairie Mountain Publishing Co.</b>									
<b>2676 Prairie Mountain Publishing Co.</b>									
0000439472	12/31/2025	1	Legal Notices and Publications	01-52-4505	0	1225	35.96	35.96	1
0000439472	12/31/2025	2	LMJ Streambank Settlement Notice	08-66-6000	0	1225	38.50	38.50	1
Total 0000439472:							74.46	74.46	
Total 2676 Prairie Mountain Publishing Co.:							74.46	74.46	
<b>SAFEbuilt Colorado</b>									
<b>3030 SAFEbuilt Colorado</b>									
3053667	12/31/2025	1	Building Dees December 2025	01-57-4501	0	1225	1,364.50	1,364.50	1

Invoice No	Inv/Chk Date	Seq	Description	GL Acct No	GL Activity N	GL Pe	Inv Amount	Net Invoice Check Amount	Sep
Total 3053667:							1,364.50	1,364.50	
Total 3030 SAFEbuilt Colorado:							1,364.50	1,364.50	
<b>Schwab Plumbing LLC</b>									
<b>82299 Schwab Plumbing LLC</b>									
20251117	11/17/2025	1	LMJ Water Heater Replacement	08-66-6000	0	1225	2,110.00	2,110.00	1
Total 20251117:							2,110.00	2,110.00	
Total 82299 Schwab Plumbing LLC:							2,110.00	2,110.00	
<b>Seacrest Group</b>									
<b>82552 Seacrest Group</b>									
525573.B	11/26/2025	1	S - WWTP WET Testing	03-62-4253	0	1225	2,650.00	2,650.00	1
Total 525573.B:							2,650.00	2,650.00	
Total 82552 Seacrest Group:							2,650.00	2,650.00	
<b>Sensus USA, Inc.</b>									
<b>3095 Sensus USA, Inc.</b>									
ZA82600006	01/05/2026	1	Water Monthly Fee	03-50-4201	0	1225	554.13	554.13	1
ZA82600006	01/05/2026	2	Electric Monthly Fee	02-50-4201	0	1225	554.13	554.13	1
Total ZA82600006:							1,108.26	1,108.26	
Total 3095 Sensus USA, Inc.:							1,108.26	1,108.26	
<b>Staples</b>									
<b>82547 Staples</b>									
6051756422	12/31/2025	1	Parks Supplies	08-60-4512	0	1225	432.60	432.60	1
Total 6051756422:							432.60	432.60	
6051756423	12/31/2025	1	Parks Supplies	08-60-4512	0	1225	432.60	432.60	1
Total 6051756423:							432.60	432.60	
Total 82547 Staples:							865.20	865.20	
<b>Starkovich Law LLC</b>									
<b>3217 Starkovich Law LLC</b>									
249560	01/02/2026	1	December 2025 Prosecuting Fees	01-53-4501	0	1225	567.40	567.40	1
Total 249560:							567.40	567.40	
Total 3217 Starkovich Law LLC:							567.40	567.40	
<b>Tech Data Corporation</b>									
<b>82743 Tech Data Corporation</b>									
5368767A	01/06/2026	1	AutoCAD 3D License 2026	01-44-4201	0	126	2,819.20	2,819.20	1
Total 5368767A:							2,819.20	2,819.20	

Invoice No	Inv/Chk Date	Seq	Description	GL Acct No	GL Activity N	GL Pe	Inv Amount	Net Invoice Check Amount	Sep
Total 82743 Tech Data Corporation:							2,819.20	2,819.20	
<b>Utility Notification Center of Colorado</b>									
<b>3530 Utility Notification Center of Colorado</b>									
225120880	12/31/2025	1	E- Locates	02-65-4501	0	1225	26.04	26.04	1
225120880	12/31/2025	2	W- Locates	03-53-4501	0	1225	26.04	26.04	1
225120880	12/31/2025	3	S-locates	03-62-4501	0	1225	26.03	26.03	1
Total 225120880:							78.11	78.11	
Total 3530 Utility Notification Center of Colorado:							78.11	78.11	
<b>Wagner Welding Supply Co</b>									
<b>3625 Wagner Welding Supply Co</b>									
185143	12/31/2025	1	G- Str Gas	01-59-4703	0	1225	9.61	9.61	1
Total 185143:							9.61	9.61	
Total 3625 Wagner Welding Supply Co:							9.61	9.61	
<b>Western Disposal Services, Inc</b>									
<b>3710 Western Disposal Services, Inc</b>									
103333 DECEMBER 2025	01/01/2026	1	Acc 103333 PRC LMJ Trash Removal	08-60-4554	0	1225	530.50	530.50	1
Total 103333 DECEMBER 2025:							530.50	530.50	
110545 DEC 2025	01/01/2026	1	Acc 110545 PRC Bohn Park Trash Removal	08-60-4554	0	1225	1,049.50	1,049.50	1
Total 110545 DEC 2025:							1,049.50	1,049.50	
128337 DEC 2025	01/01/2026	1	Acc 128337 Trash Service Town Hall	01-44-4506	0	1225	173.50	173.50	1
Total 128337 DEC 2025:							173.50	173.50	
91938 DEC 2025	01/01/2026	1	Acc 91938 S- WWTP Grit Disposal	03-62-4550	0	1225	150.95	150.95	1
Total 91938 DEC 2025:							150.95	150.95	
Total 3710 Western Disposal Services, Inc:							1,904.45	1,904.45	
<b>Wilson Williams LLP</b>									
<b>82749 Wilson Williams LLP</b>									
2253	12/31/2025	1	General Counsel	01-44-4501	0	1225	1,980.00	1,980.00	1
2253	12/31/2025	2	BOT	01-44-4501	0	1225	1,620.00	1,620.00	1
2253	12/31/2025	3	Utility MAtters	02-50-4501	0	1225	10.00	10.00	1
2253	12/31/2025	4	Utility Matters	03-60-4501	0	1225	10.00	10.00	1
2253	12/31/2025	5	Code Enforcement	01-57-4501	0	1225	20.00	20.00	1
2253	12/31/2025	6	Planning Issues	01-54-4501	0	1225	360.00	360.00	1
2253	12/31/2025	7	PCDC	01-54-4501	0	1225	220.00	220.00	1
2253	12/31/2025	8	Finance Issues	01-44-4501	0	1225	140.00	140.00	1
2253	12/31/2025	9	2186 Apple Valley Rd	01-44-4501	0	1225	480.00	480.00	1
2253	12/31/2025	10	317 Evans St	01-54-4501	0	1225	460.00	460.00	1
Total 2253:							5,300.00	5,300.00	
Total 82749 Wilson Williams LLP:							5,300.00	5,300.00	

Invoice No	Inv/Chk Date	Seq	Description	GL Acct No	GL Activity N	GL Pe	Inv Amount	Net Invoice Check Amount	Sep
<b>Xerox Corporation</b>									
<b>82347 Xerox Corporation</b>									
024883120	01/01/2026	1	Copier Maintenance & Supplies	01-44-4702	0	1225	67.45	67.45	1
Total 024883120:							67.45	67.45	
Total 82347 Xerox Corporation:							67.45	67.45	
<b>Z3N, LL</b>									
<b>2149 Z3N, LL</b>									
INV-2601-0021289	01/01/2026	1	Town Hall	01-44-4502	0	126	299.00	299.00	1
Total INV-2601-0021289:							299.00	299.00	
INV-2601-0021290	01/01/2026	1	Bohn Parks	08-60-4023	0	126	99.00	99.00	1
Total INV-2601-0021290:							99.00	99.00	
INV-2601-0021291	01/01/2026	1	LMJ Park	08-60-4023	0	126	199.00	199.00	1
Total INV-2601-0021291:							199.00	199.00	
INV-2601-0021293	01/01/2026	1	WWTP	03-62-4301	0	126	129.00	129.00	1
Total INV-2601-0021293:							129.00	129.00	
INV-2601-0021294	01/01/2026	1	LMJ Park	08-60-4023	0	126	92.60	92.60	1
Total INV-2601-0021294:							92.60	92.60	
Total 2149 Z3N, LL:							818.60	818.60	
Total :							76,042.79	76,042.79	
Grand Totals:							76,042.79	76,042.79	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-44-4002	717.00	.00	717.00
01-44-4201	5,975.04	.00	5,975.04
01-44-4300	225.23	.00	225.23
01-44-4501	4,220.00	.00	4,220.00
01-44-4502	315.00	.00	315.00
01-44-4506	4,688.66	.00	4,688.66
01-44-4701	358.00	.00	358.00
01-44-4702	67.45	.00	67.45
01-44-4705	4,679.50	.00	4,679.50
01-44-4710	3,934.00	.00	3,934.00
01-52-4505	35.96	.00	35.96
01-53-4250	52.50	.00	52.50
01-53-4501	567.40	.00	567.40
01-53-4700	1,200.00	.00	1,200.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
01-54-4501	1,040.00	.00	1,040.00
01-55-4706	324.00	.00	324.00
01-55-4713	150.00	.00	150.00
01-56-4501	2,500.00	.00	2,500.00
01-56-4505	21.95	.00	21.95
01-57-4501	1,384.50	.00	1,384.50
01-58-4502	16.00	.00	16.00
01-58-4506	426.25	.00	426.25
01-59-4703	1,161.85	.00	1,161.85
01-59-4709	1,268.00	.00	1,268.00
01-60-4512	305.00	.00	305.00
02-50-4201	554.13	.00	554.13
02-50-4501	10.00	.00	10.00
02-65-4501	1,306.04	.00	1,306.04
03-50-4201	554.13	.00	554.13
03-52-4300	28.29	.00	28.29
03-52-4550	15,244.54	.00	15,244.54
03-53-4300	2,255.56	.00	2,255.56
03-53-4501	26.04	.00	26.04
03-60-4501	10.00	.00	10.00
03-62-4253	3,140.20	.00	3,140.20
03-62-4300	617.00	.00	617.00
03-62-4301	129.00	.00	129.00
03-62-4501	26.03	.00	26.03
03-62-4550	3,991.95	.00	3,991.95
03-64-4551	1,636.84	.00	1,636.84
03-66-6001	3,587.50	.00	3,587.50
08-60-4023	390.60	.00	390.60
08-60-4251	497.95	.00	497.95
08-60-4512	1,820.20	.00	1,820.20
08-60-4551	500.00	.00	500.00
08-60-4554	1,935.00	.00	1,935.00
08-66-6000	2,148.50	.00	2,148.50
Grand Totals:	<u>76,042.79</u>	<u>.00</u>	<u>76,042.79</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
12/25	53,356.55	.00	53,356.55
01/26	22,686.24	.00	22,686.24
Grand Totals:	<u>76,042.79</u>	<u>.00</u>	<u>76,042.79</u>

**Town of Lyons, Colorado  
Board of Trustees  
BOT Agenda Cover Sheet  
Agenda Item No: XI. 1.  
Meeting Date: January 20, 2026**

**TO:** Mayor Rogin and Members of the Board of Trustees  
**FROM:** Aaron Caplan, Utilities & Engineering Director  
**DATE:** January 14, 2026  
**ITEM:** Agenda Request: Amendment to the DRBOP Lease Agreement with The Lyons Community Farm Project for 124 4<sup>th</sup> Ave.

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** The Lyons Community Farm Project (LCFP) would like to install a yard hydrant at 124 4th Ave. to water their orchard. See attached request.
- II. **RECOMMENDED ACTION / NEXT STEP:** None. This is a public request to the trustees.
- III. **FISCAL IMPACTS:** If a share of town-owned, unallocated water rights were allocated to this property, it would reduce the number of shares the Town has available to offer for other projects that might benefit from them in the future.
- IV. **BACKGROUND INFORMATION:**  
There is currently a DRBOP lease agreement for this property by LCFP. LCFP also has a separate DRBOP lease agreement for 315 & 319 5<sup>th</sup> Ave. The lease agreement for the 5<sup>th</sup> Ave property includes additional items and services that were previously negotiated with the Town for the use of a Town water tap at that location. For reference, that page of the lease is included in the packet.

LCFP is requesting similar items for the property at 124 4<sup>th</sup> Ave., including the allocation of a town-owned water share for the tap, the Town Rate for the water charges on the utility bill, and assistance with the construction costs to install a yard hydrant and connect it to the water system.

Of the three water taps allocated to Longmont during development of the DRBOP plan, the Town has one that is not currently in use. These three taps were intended for properties on DRBOP parcels that would be used for gardens or other community purposes. All three taps are owned by the Town, located on Town-owned property, and included in the lease agreements for the DRBOP properties. One tap is assigned to the

property leased by the Lyons Botanic Gardens, another is assigned to the 5th Avenue property leased by LCFP, and the third tap is still available for use.

The Town also has one tap remaining from Flood Damaged Property that has not been reallocated. After the 2013 flood required the removal of 23 properties' water taps, the tap licenses were documented as Flood Damaged Property (FDP) taps, which could be used for other projects as long as they were not used for economic gain. Some were used for Town projects, such as the new Public Works Buildings, and some were used for affordable housing. There is one left that could be used for this lease agreement if the Board desired to keep the tap mentioned in the above paragraph that was specifically designated for a DRBOP property and a garden or community use.

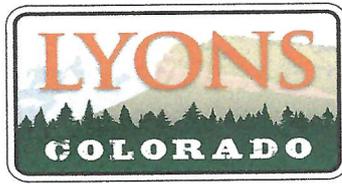
V. **LEGAL ISSUES:** A similar agreement was agreed to for the Lyons Botanic Gardens and for LCFP at another property in the DRBOP area.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** Neighboring property owners have expressed some concern that allowing a tap for an orchard could lead to the development of a bathroom or other expansion of a park into this property.

VII. **SUMMARY AND ALTERNATIVES:**

- Deny any amendment to the existing lease agreement and prohibit the installation of a yard hydrant at 124 4<sup>th</sup>. Ave.
- Request staff to draw up an amendment to the existing lease similar to what was done for the other DRBOP community-based parcels.
  - a. Determine if LCFP should pay a tap fee and any water rights dedication or cash in lieu.
  - b. Determine if the last of the three remaining DRBOP public garden taps should be allocated, or if the remaining FDP tap should be allocated, or if another unallocated standard C-BT or Lake MacIntosh share should be allocated.
  - c. Determine if the Town Rate for water utility usage is appropriate.
  - d. Determine if any financial support will be offered for the installation and construction of the yard hydrant on the DRBOP property.

**In addition to the request for a water tap, the LCFP would also like permission to plant an additional 14 fruit trees on the property.** The current caretaker, Glen Delman, feels that there is sufficient space for another row of trees, and it creates a larger environment for pollinators as well as more fruit for the public when they are established.



**Board of Trustees Meeting  
Agenda Request Form**

Name: Glen Delman

Address/Email: gdelman@comcast.net

Phone:

303-444-3899

Date of Request:

11/29/25

Meeting Date Request:

~~11/20/25~~ 1/20/26

Subject: Add a water spigot and 14 more trees to the Lyons Community Orchard at 124 4<sup>th</sup> Ave

Please describe below, in as much detail as possible, information concerning the item you wish to present before the Lyons Board of Trustees. If the BOT has all the information needed, they can make a decision or render an opinion in a much more expeditious manner. Your appearance is required in order for the BOT to make a decision.

Presentation: We got a donation for a water spigot, and we would like to get it installed to make watering of the trees quicker and easier and better chance for success of the trees in the long term.

WE WOULD ALSO LIKE TO REQUEST THAT WE CAN ADD 2 MORE ROWS OF 7 TREES EACH, SO 14 MORE TREES, TO HAVE A TOTAL OF 49 TREES IN THE ORCHARD. WHICH I FEEL WILL ~~BE THE TOTAL~~ COMPLETE THE ORCHARD, AND WE WILL NOT REQUEST ANY MORE TREES AFTER THIS. ALSO, WE WILL PAY FOR THE ENTIRE AMOUNT.

T: 303.823.6622

F: 303.823.8257

## EXHIBIT C

### **Items and Services Provided to the Licensee from the Town of Lyons**

*Below is a list of items, services, or agreements granted by the Board of Trustees of the Town of Lyons to the Lyons Community Farm Project at their meeting held June 7, 2021.*

1. The Town has agreed to split costs 50/50 with the Lyons Community Farm Project to:
  - a. Install a yard hydrant and its associated plumbing connecting to the existing water meter pit at 319 5<sup>th</sup> Ave.
  - b. Remove a dead tree at the rear of 315 5<sup>th</sup> Ave.
2. The Town has agreed to allow the Lyons Community Farm Project the Town rate for water for the purposes of watering the proposed food forest at 315 and 319 5<sup>th</sup> Ave.
3. The Town has agreed to dedicate a Flood Damaged Property water share for this project.
  - a. The Licensee understands that this allocation of a water share may be temporary and may be reallocated to another property or use.
4. The Town has agreed to allow a beekeeping use within the licensed area.

**TOWN OF LYONS, COLORADO  
RESOLUTION 2025-07**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO  
APPROVING A POLICY REGARDING GRANT APPLICATIONS  
AND LETTER OF SUPPORT GUIDELINES**

**WHEREAS**, The Board of Trustees of the Town of Lyons (“the Board”) is authorized to adopt policies and regulations concerning the conduct of Town officers and employees; and

**WHEREAS**, the Board has authority over policy and finances; and

**WHEREAS**, the Town Administrator has authority to manage programs and staffing; and

**WHEREAS**, the Board has requested a policy on guidelines for submitting grant applications, accepting grants, and letters of support; and

**WHEREAS**, the Board desires to adopt a policy substantially in the form of the attached **Exhibit A**.

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

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Town hereby adopts the policy titled Grant Applications and Letters of Support Policy as shown in **Exhibit A**.

Section 3. This resolution shall take effect upon the passing and publication of Resolution 2026-07.

**ADOPTED THIS 20th DAY OF JANUARY 2026.**

TOWN OF LYONS, COLORADO

\_\_\_\_\_  
Hollie Rogin, Mayor

ATTEST:

\_\_\_\_\_  
Dolores Vasquez, CMC, Town Clerk

## EXHIBIT A





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## Town of Lyons

### Grant Applications and Letters of Support Policy

#### Purpose

To establish guidelines for the submission of grant applications and letters of support in a manner that balances operational efficiency with appropriate Board oversight.

This policy protects the Board's authority over policy and finances while allowing staff to manage programs, to prevent missed grant opportunities due to meeting schedules, and to create clarity, consistency, and transparency for all parties.

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#### Staff Authority

Town staff may submit grant applications and letters of support without prior Board approval when **all of** the following conditions are met:

1. The grant or letter aligns with the Town's adopted plans, policies, and strategic priorities;
2. No matching funds are required, **or** required matching funds are available in the currently adopted budget;
3. The grant does not create a long-term financial, legal, or operational obligation for the Town;
4. Acceptance of the grant does not require additional staffing, creation of new programs, or expansion of services;
5. The grant does not obligate the Town beyond the current fiscal year;
6. A letter of support includes no commitment of unbudgeted Town funds, property, or services.
7. The Town Administrator has signed off on the grant prior to submission.

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Effective date 1-20-2026

**Board Approval Required**

Board of Trustees approval is required prior to submission when **any** of the following apply:

- Matching funds over \$10,000 are required;
  - The grant creates a multi-year financial obligation or ongoing operational cost;
  - The grant requires acceptance of capital assets or infrastructure;
  - The grant requires significant ongoing maintenance obligations;
  - The grant requires execution of an intergovernmental agreement or contract;
  - The grant represents a new or materially expanded program;
  - A letter of support includes financial, staffing, or policy commitment.
- 

### **Notification and Reporting**

- Staff shall notify the Board of Trustees of grant applications submitted under this authority through regular Town Administrator reports.
  - Grant awards received under staff authority shall be reported to the Board through regular Town Administrator reports.
  - When a grant award requires Board approval for acceptance, staff will provide the information before accepting.
  - Emergency and/or time-sensitive grants or letters of support can have retroactive Board notification if deadlines prevent advance approval.
- 

### **Letters of Support vs. Letters of Commitment**

#### **Letters of Support (Staff Authorized)**

1. General expressions of support
2. No unbudgeted financial, legal, or policy commitment
3. The following explicit disclaimer language will be included:

“This letter signifies general support for the project and does not constitute a financial, legal, or contractual commitment by the Town of Lyons.”

#### **Letters of Commitment (Board Approval Required)**

1. Financial participation not previously authorized
  2. Staffing or operational obligations
  3. Binding partnership agreements
-