

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