

Workshop to Discuss Acquired Properties
and
Uniform Relocation Act
5:30 pm – 6:45 pm

UPDATED DRAFT AGENDA

TOWN OF LYONS

7:00 P.M., MONDAY, FEBRUARY 1, , 2015

BOARD OF TRUSTEES MEETING
SHIRLEY F. JOHNSON COUNCIL CHAMBER
LYONS TOWN HALL, 432 5TH AVENUE, LYONS, COLORADO

- I. Roll Call and Pledge of Allegiance
- II. A Reflective Moment of Silence
- III. Approval of the Agenda
- IV. Sgt Nick Goldberger, Sheriff's Dept Report
- V. Lyons Urban Renewal Authority (**THESE ITEMS WILL BE TABLED TO THE FEBRUARY 16, 2016 BOT MEETING**)
 - 1 Resolution 2016- 1, a Resolution to Enter Into an Agreement with Brownstein Hyatt Farber Schreck, LLP to Represent the Town of Lyons Urban Renewal Authority.
 2. Resolution 2016 -2, a Resolution of the Town of Lyons Urban Renewal Authority Approving an Amendment to its Bylaws
 3. Resolution 2016-3, a Resolution of the Town of Lyons Urban Renewal Authority Approving an Amendment to its Bylaws (concerning private property)
- VI. Audience Business - Limited to 15 minutes - All comments will be limited to 4 minutes per person
- VII. St Vrain Valley School District Update - Superintendent Don Haddad
- VIII. Special Housing Committee Update & NDRC Update
- IX. Ordinances – First Reading - Second Reading – Public Hearing
 1. Public Hearing, Resolution 2015 - 135, a Resolution Approving a Final Plat and SIA for 2nd and Park Subdivision (commonly known as the Valley Bank Property), within the Town of Lyons (**THIS ITEM WILL BE CONTINUED PER APPLICANT TO THE FEBRUARY 16, 2016 BOT MEETING**)
- X. Consent Agenda
 1. February 2016 Accounts Payable
 2. January 19, 2016 BOT Meeting Minutes
 3. Resolution 2016-11, a Resolution Approving and Easement between Latter Day Saints Church and Town of Lyons (easement not attached – will send later)
 4. Town of Lyons Arbor Day proclamation
 5. Resolution 2016-12, a Resolution Approving an Easement between the Thomas Property and Town of Lyons

- XI. General Business
 - 1. Discussion concerning potential increase for BOT compensation
 - 2. Discussion/Confirmation Bohn Park RFP
 - 3. Resolution 2016 - 13, a Resolution Awarding a Bid for Demolition of Structures on Buyout Properties within the Town of Lyons to Young's General Contracting, INC. and Approving an Agreement with Young's General Contracting, INC
 - 4. Resolution 2016-14, a Resolution Authorizing the Payment of Refunds to the Lyons Property Owners who Were Inadvertently Charged More than the Maximum Fee Set by the State for solar Energy System Installations, Using Unexpended Funds from the Energy Efficiency Upgrade Program.

XII. Items Removed from the Consent Agenda

- XIII. Lyons Local Liquor Authority
 - 1. Corner Collective Workshop, Art Gallery Permit

XIV. Trustee Reports

XV. Staff Reports

XVI. Adjournment

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

Agenda Item No: V-1

Meeting Date: February 1, 2016

Subject: Lyons Urban Renewal Authority – Resolution 2016-1, a Resolution of the Town of Lyons Urban Renewal Authority Designating Legal Counsel

Presenter: Victoria Simonsen, Executive Director of Lyons Urban Renewal Authority

Background: The Lyons Urban Renewal Authority was formed at the Board of Trustees May 18, 2015 meeting. The Lyons Urban Renewal Authority is authorized by C.R.S. § 31-25-101, et seq. (the "Urban Renewal Law") to designate legal counsel for the Authority.

Carolynne C. White, Esq. of Brownstein Hyatt Farber Schreck, LLP, who previously provided pro bono legal services to the Authority in 2015, is proposed as legal counsel for the Authority in 2016.

Staff Recommendations: Designation of legal counsel via Resolution 2016-1.

TOWN OF LYONS URBAN RENEWAL AUTHORITY

RESOLUTION NO. 2016-1

**A RESOLUTION OF THE TOWN OF LYONS URBAN RENEWAL AUTHORITY
DESIGNATING LEGAL COUNSEL**

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

WHEREAS, the Authority is authorized by Part 1 of Article 25 of Title 31, Colorado Revised Statutes, to designate legal counsel for the Authority; and

WHEREAS, the Commissioners of the Authority desire to appoint Carolynne C. White, Esq. of Brownstein Hyatt Farber Schreck, LLP as special legal counsel for the Authority.

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

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

Section 2. The Authority hereby designates Carolynne C. White, Esq. of Brownstein Hyatt Farber Schreck, LLP as legal counsel for the Authority.

Section 3. The Executive Director of the Authority is hereby authorized and directed to sign the Fee Agreement for Representation, on behalf of the Authority.

Section 4. This Resolution shall be effective upon approval of the Authority.

Adopted this 1st day of February, 2016.

TOWN OF LYONS URBAN RENEWAL
AUTHORITY

By: _____
John O'Brien, Chairman

ATTEST:

Deb Anthony, Authority Clerk

APPROVED AS TO FORM:

By: _____
Carolynne C. White, Authority Counsel

January 22, 2016

Carolynne C. White
Attorney at Law
303.223.1197 tel
303.223.0997 fax
cwhite@bhfs.com

VIA ELECTRONIC AND REGULAR MAIL

Victoria Simonsen
Town Administrator and Urban Renewal Executive Director
432 5th Avenue
PO BOX 49
Lyons, CO 80540

**RE: Fee Agreement for Representation – Special Urban Renewal Counsel – Town of Lyons
Urban Renewal Authority (“Authority”)**

Dear Victoria:

You have asked us, and we have agreed, subject to our firm's conflicts of interest check, to act as special legal counsel for the Town of Lyons Urban Renewal Authority (“Authority”) in connection with statutory compliance, policy issues, negotiation with developers, and implementation of the Lyons Urban Renewal Plan, and other matters in which you may request our involvement from time to time and which we agree to undertake. Specifically and without limitation, this engagement includes advising and assisting the Authority with respect to compliance with recent legislative changes to the urban renewal statute, and analysis of the impact of pending proposed regulatory changes to the Assessor's Reference Library governing how incremental revenues are calculated.

The purpose of this letter is to confirm the terms and conditions of this firm's representation of your interests.

Our fees are based primarily on the actual amount of time spent by our attorneys, paralegals and law clerks in performing services for you, including telephone calls, conferences, travel, court appearances, research and investigation, and preparing letters, pleadings, briefs, agreements and other documents. These fees may be modified over time. Although bills will be based on the time actually incurred, they will be subject to adjustment by our firm based on other relevant factors, including time limitations imposed on us, extraordinary effort by members of this firm, or special expertise we may have with respect to the matter. However, our charges for opinion letters may include a premium for the risk of the work performed and, as a result the cost may exceed the actual time spent in preparing the opinion. Services rendered prior to your signing this letter are subject to the terms of this letter.

It is anticipated that Carolynne White of this firm, whose current hourly discount government billing rate is \$495, will perform most of the work on this matter, with the assistance of any legal assistants and associates working with her. We may assign other lawyers in our firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign lawyers who are independent contractors to the firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

410 Seventeenth Street, Suite 2200
Denver, CO 80202-4432
main 303.223.1100

In addition to charging fees for legal work, we also charge for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls, telecopy charges, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other fees, such as, filing fees, service of process fees, transcript and deposition fees, E-discovery native files processing fees, computer-assisted legal research fees, overnight delivery service charges, travel, meals, hotel accommodations, expert witnesses, or investigative fees, those will be billed separately. We may require that you pay the party providing those services directly or that you advance to us the estimated amount for such items prior to our incurring those expenses on your behalf.

We bill for our services on a monthly basis. You agree to make payment within 30 days of your receipt of a statement. We reserve the right to suspend performing services and to promptly move to withdraw from any litigation matter upon a failure to timely pay a bill. You will be responsible for any costs of collection incurred by our firm, including reasonable attorneys' fees. If you fail to make a payment when due, at our option, we may charge a late fee on past due amounts at 18% per annum.

Due to the Authority's status as a governmental entity, we have waived our normal retainer requirement.

You shall at all times have the right to terminate our firm's services upon written notice. Our firm shall at all times have the right to terminate our representation of you upon written notice, if you do not pay our fees, or if we determine that our continued representation of you would be unethical or inappropriate, or if we have another reasonable basis for termination consistent with our professional duties to you.

You also agree that the work product of our attorneys and staff, including notes, research, and documents which we prepare, is the property of the firm. It is our policy to destroy all client files (including all documents and materials therein), eight years after we close such files upon completion of each matter. This file destruction procedure is automatic and you will not receive further notice prior to the destruction of these files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling.

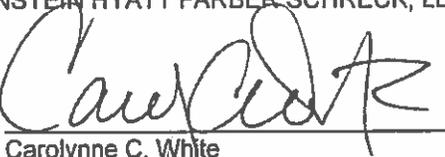
We are very pleased and privileged to work with you. Occasionally, we may provide lists of representative clients to legal or other publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.

Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By:


Carolynne C. White

Victoria Simonsen
January 22, 2016
Page 3

ACCEPTED AND AGREED TO:

By: _____

Date: _____

cc: Tim Cox, Town Attorney

099999\0650\14405024.1
1/22/16 02:09 PM

Agenda Item No: V – 2 & 3
Meeting Date: February 1, 2016

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

Presenter: Caitlin Quander, Victoria Simonsen

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

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

Two possible amendments to the Bylaws are proposed and a Resolution has been prepared for each so the Board of the Authority may consider adopting one, both or none of the Resolutions.

The proposed amendments are:

1. Affirming that resolutions of the Authority are subject to the municipal initiative, referenda, and referred measures and processes set forth in Article 11, Title 31, of the Colorado Revised Statutes.
2. The Authority may not exercise the power of eminent domain on any private property without the consent and approval of the private property owner.

The current Bylaws of the Authority are included in the packet.

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

TOWN OF LYONS URBAN RENEWAL AUTHORITY

RESOLUTION NO. 2016-2

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

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

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

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

WHEREAS, the Commissioners have determined that it is in the best interests of the Authority to amend the Bylaws to affirm that resolutions of the Authority are subject to the municipal initiative, referenda, and referred measures and processes set forth in Article 11, Title 31, of the Colorado Revised Statutes.

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

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

Section 2. The Bylaws are hereby amended to affirm that resolutions of the Authority are subject to the municipal initiative, referenda, and referred measures and processes set forth in Article 11, Title 31, of the Colorado Revised Statutes.

Section 3. The Authority hereby directs its legal counsel to revise the Bylaws in accordance with this Resolution.

Section 4. This Resolution shall be effective upon approval of the Authority.

Adopted this 1st day of February, 2016.

TOWN OF LYONS URBAN RENEWAL
AUTHORITY

By: _____
John O'Brien, Chairman

ATTEST:

Deb Anthony, Authority Clerk

APPROVED AS TO FORM:

By: _____
Carolynne C. White, Authority Counsel

TOWN OF LYONS URBAN RENEWAL AUTHORITY

RESOLUTION NO. 2016- 3

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

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

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

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

WHEREAS, the Commissioners have determined that it is in the best interests of the Authority to amend the Bylaws to state that the Authority may not exercise the power of eminent domain granted to it under the Urban Renewal Law on any private property without the consent of the private property owner.

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

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

Section 2. The Bylaws are hereby amended to state that the Authority may not exercise the power of eminent domain granted to it under the Urban Renewal Law on any private property without the consent of the private property owner.

Section 3. The Authority hereby directs its legal counsel to revise the Bylaws in accordance with this Resolution.

Section 4. This Resolution shall be effective upon approval of the Authority.

Adopted this 1st day of February, 2016.

TOWN OF LYONS URBAN RENEWAL
AUTHORITY

By: _____
John O'Brien, Chairman

ATTEST:

Deb Anthony, Authority Clerk

APPROVED AS TO FORM:

By: _____
Carolynne C. White, Authority Counsel

Agenda Item No: IX -1
Meeting Date: February 1, 2016

Subject: Resolution 2015-135

Presenter: Victoria Simonsen

Background: The Lyons Municipal Code requires a public hearing to approve a final plat even though it is a Resolution.

The applicant has asked that this item be continued to February 16, 2016 BOT meeting.

Town of Lyons
A/P Summary Bi-Monthly
02/01/16

Date & Check #	Handchecks	Description	Amount
1/22/2016 91601001011	Land Title Guarantee CO	HMGP-Buyout 415 Prospect Briggs	\$ 182,027.00
1/22/2016 91601001012	Land Title Guarantee CO	HMGP-Buyout 124 4th Koester	\$ 220,518.00
1/22/2016 91601001013	Land Title Guarantee CO	HMGP-Buyout 405 Evans Darnell	\$ 262,873.00
1/26/2016 93917	Koester, Scott & Serena	Development fees for 124 4th	\$ 40,000.00

Total Handchecks..... **\$ 705,418.00**

Payroll 01/29/16 **\$ 40,117.41**

<u>Unpaid Invoices - Vendor</u>	Amount	Grant Funds	Grant Name
American Funds Service	\$ 1,962.81		
American Heritage Life	\$ 70.64		
Bigwow Displays	\$ 22,755.21		
Boulder County Finance	\$ 39,223.88		
Colorado Analytical	\$ 61.00		
Colorado Department of Revenue	\$ 1,954.00		
Deep Rock	\$ 137.44		
Federal Payroll Taxes	\$ 14,851.60		
Honeywell	\$ 153,654.00		
Humana	\$ 1,156.12		
Longmont, City of	\$ 10,896.91		
Martin Marietta Materials	\$ 1,067.17		
McDonald Farms Enterprises, Inc.	\$ 5,027.90		
PLIC - SBD Grand Island	\$ 307.99		
Quill	\$ 886.97		
Ramey Environmental Compliance	\$ 1,635.59		
Royal Publisig	\$ 65.00		
UnitedHealthcare	\$ 21,645.24		
US Postmaster	\$ 500.00		
Verizon Wireless	\$ 312.94		
Widner Michow & Cox LLP	\$ 9,219.43		
	\$ 287,391.84	\$ -	

Grand Total (unpaid, hand checks & payroll) \$ 1,032,927.25

Agenda Item No: X-3
Meeting Date: February 1, 2016

Subject: Resolution 2016-11

Presenter: Town Administrator Victoria Simonsen

Background: The Town and the Church of Latter Day Saints have agreed on the terms of a permanent easement for the Town to build, construct, keep and maintain water drainage facilities on property owned by the LDS Church as more particularly described in the easement and the BOT's desires to formally accept the easement.

Staff Recommendations: Approval of the permanent easement

NOTE: The Attorney's are finalizing the easement, you will have it before the meeting on Monday.

**TOWN OF LYONS, COLORADO
RESOLUTION 2016-11**

**A RESOLUTION ACCEPTING A PERMANENT EASEMENT TO BUILD, CONSTRUCT,
KEEP, AND MAINTAIN WATER DRAINAGE FACILITIES ON PROPERTY OWNED BY THE
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**

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

WHEREAS, the flood of September 2013 caused extensive damage to the drainage ditch that has historically been on property owned by the Church of Jesus Christ of Latter-Day Saints located in Lyons Valley Park – Filing No. 5; and

WHEREAS, the permanent drainage easement is essential to preserve the health, safety, and welfare of the citizens of the Town of Lyons because the drainage area serves as storm water drainage, an overflow channel if the St. Vrain river overflows its banks, and a filter to protect the Town's water source; and

WHEREAS, the Town and the Church of Jesus Christ of Latter-Day Saints have agreed on the terms of a permanent easement for the Town to build, construct, keep, and maintain water drainage facilities on property owned by the Church of Jesus Christ of Latter-Day Saints as more particularly described in the easement, and the Town's Board of Trustees desires to formally accept the easement.

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

Section 1. The Town Board of Trustees hereby accepts a Permanent Drainage Easement across the property owned by the Church of Jesus Christ of Latter-Day Saints in the form attached hereto.

ADOPTED this 1st day of FEBRUARY 2016.

TOWN OF LYONS

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk

**TOWN OF LYONS, COLORADO
ARBOR DAY PROCLAMATION**

- WHEREAS, In 1892 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS, Arbor Day is now observed throughout the nation and the world, and
- WHEREAS, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling cost, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS, Trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS, Trees, wherever they are planted, are a source of joy and spiritual renewal, and
- WHEREAS, the Town of Lyons, Colorado, has been recognized as a Tree City, U.S.A. by the National Arbor Day Foundation and desires to continue its tree planting ways.

NOW, THEREFORE, I, John E. O'Brien, Mayor of the Town of Lyons, Colorado did proclaim April 29th, 2016 as **ARBOR DAY** in the Town of Lyons. The Board of Trustees, Town staff and I urge all citizens to support our Town's urban forestry program and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

TOWN OF LYONS

ATTEST:

John E. O'Brien, Mayor

Debra K. Anthony, Town Clerk

Meeting Date: 2/1/16

Subject: Resolution 2016-12, accepting a temporary construction easement across the property known as the Thomas Property.

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

Background Information: The flood of 2013 caused significant damage to the river areas in Meadow Park. In order to complete the flood recovery work in the river, as part of Meadow Park Construction Phase II, the town will need temporary access to the property owned by Pat and Clara Thomas. The town has worked with the Thomas's on a temporary construction easement as well as agreed on temporary access during the warranty period of one year.

Recommendation: Approve Resolution 2016-12 for a temporary easement between the town and the Thomas's.

**TOWN OF LYONS, COLORADO
RESOLUTION 2016- 12**

**A RESOLUTION ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT ACROSS THE
PROPERTY KNOWN AS THE THOMAS PROPERTY**

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

WHEREAS, the flood of September 2013 caused extensive damage to the Town's Meadow Park, and the Town has secured disaster recovery grant funds to restore and rebuild the park; and

WHEREAS, to complete the work the Town will need to gain access to adjacent private properties, including the property owned by Patrick and Clara Thomas; and

WHEREAS, the Town and the Thomases have agreed on the terms of a temporary construction easement, and the Town's Board of Trustees desires to formally accept the easement.

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

Section 1. The Town Board of Trustees hereby accepts a Temporary Construction Easement across the property owned by Patrick and Clara Thomas in the form attached hereto.

ADOPTED this 1st day of FEBRUARY 2016.

TOWN OF LYONS

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is granted this 21st day of January, 2016, by Patrick and Clara Thomas, whose legal address is 601 Indian Lookout Road, Lyons, Colorado 80540, (the "Owner"), to the **TOWN OF LYONS**, a statutory municipality of the State of Colorado, whose legal address is 432 Fifth Avenue, Lyons, Colorado 80540 (the "Town").

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 by the Owner, the Owner hereby grants to the Town, its contractors, agents, representatives, employees, successors and assigns, a Temporary Construction Easement on, through, over, under, and along a certain parcel of real property, as more particularly described in the attached **EXHIBIT A** (the "Easement Parcel"), which is incorporated herein by reference, for use by the Town in the construction of certain park and other public improvements (the "Improvements") located within the area adjacent to the Easement Parcel.

1. The rights granted by this Easement shall terminate, and this Easement shall cease to be effective for construction purposes on June 1, 2016. The town will need temporary access for maintenance and or replacement of any vegetation through the warranty period, of one year, access is granted to allow such work, until it is communicated, to the Owner, that the warranty period has expired on or before June 1, 2017.
2. The Town of Lyons agrees to increased vegetation for screening according to **Exhibit B** (Sheet L-7.3 dated 9-29-15) to include private property signage approximately every 30 feet along property line with Meadow Park. The property owners will be notified of planting dates, for materials on their property, no less than a week in advance and will approve the planting layout prior to landscape installation. The town has walked the site with the property owners and identified tree protection areas to be fenced by the construction contractor. The town will make every attempt to protect and save all trees identified and if changes to that agreement are necessary during construction, the town will notify the property owners prior to any work for acceptance.
3. The Owner warrants that it is well seized of the Easement Parcel and has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature so ever, except matters of record.
4. The Owner warrants that no building, structure, or other above- or below-ground obstruction that may interfere with the purposes for which this Easement is granted will be placed, erected, installed, or permitted upon the Easement Parcel before or during the term of this grant as defined in paragraph 1. The Owner further agrees that in the event the terms of this Easement are violated, the Owner will correct or eliminate any such violation immediately upon receipt of written notice from the Town, or the Town may elect to correct or eliminate such violation at the Owner's expense. The Owner shall promptly reimburse the Town for any expenses incurred in enforcing the terms of this Easement.
5. This Easement is granted by the Owner with the understanding that all work performed by the Town in connection with this Easement shall be performed with due care, and that any of the surface of the Easement Parcel damaged or disturbed by the Town during the term of this Easement shall be restored by the Town in a reasonable manner to its condition immediately preceding the term of this Easement.
6. Upon the lapse of the term defined in paragraph 1, the Easement, together with the right, privilege, and authority to construct, reconstruct, operate or maintain fixtures, devices or structures upon the Easement Parcel granted by this Easement, is terminated, and the Owner shall thereupon be restored to its first and former estate, free

GRANTOR:

By: *Clara Thomas Patrick Thomas*

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing Temporary Construction Easement was acknowledged before me this 21st day of ~~September~~ January, 2016, by Clara Thomas & Patrick Thomas

Witness my hand and official seal.
My commission expires: July 24, 2019

[SEAL]

Dolores M. Vasquez
Notary Public

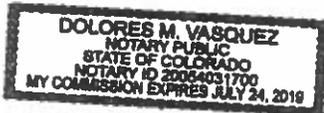


EXHIBIT "B"

PLANT KEY - 20B1

SPRING	SPRING	SPRING	SPRING
...

SPRING	SPRING	SPRING	SPRING
...



**MEADOW PARK
PHASE 2 PW 20-B1**

LYONS COLORADO

6 Days of Planning & Design...
10/15/2013 - 11/15/2013

**THOMAS EASEMENT
EXHIBIT**

SCALE

DATE: 11/15/13

PROJECT: MEADOW PARK PHASE 2

L-7.3

Prepared by: [Faint text]

Subject: Discussion Concerning Compensation of Elected Officials

Presenter: Victoria Simonsen, Town Administrator

Background: In response to a letter written by Mr. Peter Baumgartner on January 14, 2016 (attached) Mayor O'Brien requested to discuss the issue of Mayor / Trustee compensation with the full Board of Trustees. Lyons Municipal Code states:

Sec. 2-2-30 – Compensation

(a)

Members of the Board of Trustees shall each be paid a salary as set by ordinance of the Board of Trustees per regularly scheduled meeting actually attended by the recipient of the salary, up to a maximum of two (2) regularly scheduled meetings per month and an additional five (5) special meetings per year.

(b)

The Mayor shall be paid a salary as set by ordinance of the Board of Trustees per regularly scheduled meeting actually attended by the Mayor, up to a maximum of two (2) regularly scheduled meetings per month and an additional five (5) special meetings per year.

(c)

The compensation paid to any member of the Board of Trustees or to the Mayor, shall not be increased or diminished for the term of office for which he or she has been elected or appointed. The Mayor or any Trustee who has resigned or vacated an office prior to the end of his or her elective or appointed term shall not be eligible to election or reappointment to the same during such term if the rate of compensation has been increased.

(Prior code 1-6-2; Ord. 956 §1, 2014)

In 2007, The Board voted to raise its compensation in 2008 from \$50 for Mayor and \$25 for Trustees per meeting to \$100 for Mayor and \$50 for Trustees per meeting. Attached are a comparison of other small towns and cities and their current rate of compensation. It should be noted that no increase has been budgeted in 2016 and would require a supplemental budget appropriation.

From: Peter Baumgartner
Sent: Thursday, January 14, 2016 9:14 AM
To: John O'Brien
Subject: compensation for Board members

It is time to increase the compensation of the Town of Lyons, Board of Trustees to something approximating minimum wage. When I was on the Town Board, I argued that the compensation should at least cover the cost of child care necessary during town board meetings. Receiving \$25 for a meeting that began at 7 and didn't finish until mid-night resulted in a negative cash flow of \$50, if you could find a teenager who would work for so little as \$75 on a school night. Then, under Mayor Julie Van Domelen, the Town Board gave up their compensation from the town all together. The last time I checked in the Town Board was compensated \$50 for a Town Board meeting, but nothing for the workshop meetings and nothing for meetings where the Board member acts as liaison.

Participation has it expenses. I remember a Trustee saying something like, "Monday Town Board Meeting, Wednesday utilities commission meeting, Thursday Board of Adjustment, Friday divorce." There is a tremendous opportunity cost for a working stiff. If you remember the rule in college was something like 3 hours of study for each hour of class time. While I know the ratio isn't as high for a Trustee to be prepared, it might reasonably be a 1:1 ratio of prep time to meeting time. There are a lot of documents that need to be read. The most recent Comprehensive Plan, the Lyons Recovery Plan, the Parks and Rec plan, Urban Renewal Authority plans, Denver Regional Council of Governments (DRCOG) plans and development applications. And, perhaps most importantly, listening to people's ideas and opinions as they approach you on the street. A good trustee will put in 40+ hours a month. If the Trustee instead worked at her job paying just \$25 per hour that's a \$1,000 missed income per month. That's \$12,000 per year. Realistically, opportunity cost over the term limit of 6 years likely reach into the six figures.

The problem of paying Trustees virtually nothing is it limits the number of candidates mostly to the retired and those having household incomes far above average. I'm sure you can point out exceptions, but those exceptional people, consequently often have hard times meeting all their financial obligations. In order to get a good slate of candidates the compensation should not be so niggardly that it rules out three quarters of those otherwise capable and interested in becoming Town of Lyons Trustees. It is time for the current Town Board to increase the stipend for meetings to a minimum wage approximation. Should you bump into a Trustee or the Mayor, please mention this to him or her.

Sincerely yours,

Peter Baumgartner
Former Trustee

On Jan 19, 2016, at 10:26 PM, Peter Baumgartner <PeterB58@q.com> wrote:

Mayor Pro Tem Sullivan,

As I copied previously;

In the case COHVCO v. Bd. Of Parks & Outdoor Rec, the judge wrote, "Because the purpose of the open meetings law is to require open decision-making, not to permanently condemn a decision made in violation of the statute, a public body may "cure" a previous violation of the law by holding a subsequent complying meeting that is not a mere rubber stamping of an earlier decision." The decision not to have this be an agenda item, not to have an open discussion to consider compensating Board members at minimum wage is thus a matter that can be "cured".

I have a survey of 16 municipalities. Lyons' Trustee compensation is lower than the lowest. I met with two women at a gathering in Lyons who were interested in serving on the Town Board, but after learning of the cost to be a Trustee they refrained from taking out a packet.

Not placing this on the agenda would result in a failure to "cure" a violation.

Peter

Town/City	Populator	Monthly Meetings	Mayor	Trustee
Town of Mancos	1,377		\$300.00	\$200.00
Town of Basalt	3,919		\$1,200.00	\$800.00
Town of Granada	490	***NO COMPENSATION***		
City of Craig	8,846	Two	\$300.00	\$200.00
City of Gunnison	5,973	Two	\$600.00	\$500.00
Town of Buena Vista	2,734		\$200.00	\$150.00
Town of New Castle	4,518	Two/NO Compensation for extra meetings	\$470.00	\$370.00
Town of Milliken	6,091	Two	\$200.00	\$100.00
Town of Mt. Crested Butte	1,541	Two	\$300.00	\$150.00
Town of Olathe	1,991		\$80.00	\$50.00
Town of Cheraw	252	***NO COMPENSATION***		
Town of Hotchkiss	907		\$200.00	\$50.00
Town of Brush	5,466		\$600.00	\$300.00
Town of Crestone	137		\$100.00	\$50.00
Town of Foxfield	741	Two	\$100.00	\$100.00

***& Water Base Rate
Credited off of utility bill

**MUST attend at least one
meeting per month

		NO COMPENSATION		
Town of Blanca	387			
		Two/NO Compensation for		
Town of Granby	6,333	extra meetings	\$800.00	\$500.00
Town of Pagosa Springs	1,743		\$300.00	\$200.00
Town of Silt	3,007		\$600.00	\$400.00

Item # XI -2

Meeting Date: 2/1/16

Subject: Request for Proposal-Bohn Park Flood Recovery Final Design and Bid Project PW20E

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

Background Information: The Town of Lyons Department of Parks, Recreation and Cultural Events in conjunction with DHM Design and S2O Design and Engineering facilitated the public process and completed plans for the Lyons Parks Flood Recovery Planning Process (www.lyonsparksmp.com) in October of 2015. Through a series of nine public meetings, utilizing the Lyons Recovery Action Plan and other existing planning documents, staff and consultants have taken great care to incorporate information about proposed improvements, amenities, and facilities that have been developed and accepted by the public through public voting, stakeholder input, comments gathered on a project-specific web site and comment cards that were provided at each meeting. This process culminated in the completion of a 30% design, the Bohn Park Flood Recovery Plan that was approved by the Lyons Board of Trustees on November 30, 2015.

As per Section 1 of Resolution 2015-118- A RESOLUTION APPROVING THE BOHN PARK FLOOD RECOVERY PLAN, Town Staff proceeded with developing a Request for Proposal (RFP) for Construction Documents and corresponding Bid documents based on this plan to move forward with this project.

Per this the RFP, the Town of Lyons is inviting proposals from highly qualified 'Teams' to provide final design and bid services for flood recovery efforts for Bohn Park, which was damaged as a result of the September 2013 flood. Design teams will focus on the final detail design to include final construction documents, drawings and specifications for the construction of Lyons Bohn Park based on the 30% concept plan recently completed as part of the Lyons Parks Flood Recovery Planning Process. The final design will address goals and priorities associated with the Parks Flood Recovery Planning Process, FEMA Project Worksheets and Project Scopes, the Lyons Recovery Action Plan (LRAP), associated Program Development Guides (PDG's), existing Town master plans, comprehensive plans and other relevant documentation and studies. Teams will assist the Town of Lyons through the bidding process and with associated construction administration related to the design as required.

The RFP for Bohn Park final design, bid documents and construction documents will be released the week of February 1, 2016 and will follow the schedule below:

RFP Issued	February 2, 2016
Pre-Proposal Conference	February 9, 2016 @ 1 pm MST
Deadline for Questions	February 17, 2016 by 3 pm MST
Final Addendum Issued	February 19, 2016 by 3 pm MST
Proposal Due Date and Time	February 25, 2016 by 3 pm MST
Approximate Contract Approval	March 7, 2016
Notice to Proceed	Week of March 14, 2016

Please see the attached RFP and the Bohn Park Flood Recovery Plan.

**2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project
Request for Proposal
Project Number: PW 20E**

Town Contact: Sloane Nystrom, Parks Project Manager or Dave Cosgrove, Director of Parks
Email Address: snystrom@townoflyons.com or DaveC@townoflyons.com
Telephone Number: (303) 823-6622 ex 16, (303) 823-6622 ex 20

Pre-Proposal Conference:

A Pre-Proposal Conference will be held on February 4, 2016, @ 1 pm MST at the Town of Lyons Town Hall, 432 5th Avenue, Lyons, CO. The purpose of this conference will be to discuss this RFP and to provide assistance to consultants in the interpretation of this Request for Proposal (RFP) or any terms and conditions contained herein.

Proposals must be received no later than: February 25, 2016 at 3 pm MST.

Proposals received after this date and time will only be considered at the Town's discretion. Copies of bidding documents obtained from any source other than the Town of Lyons or Rocky Mountain E-Purchasing are not considered authorized copies. Only vendors who obtain bidding documents from either the Town or Rocky Mountain E-Purchasing system are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from a source other than the Town of Lyons or the Rocky Mountain E-Purchasing system, it is recommended that you obtain an official copy.

The TOWN will only accept proposals in bound hard copy format and does not accept proposals submitted via fax, email, or other electronic means. Proposals are to be submitted in a sealed Package with the following on the outside of the envelope:

Company Name
RFP Title
RFP Number
Due Date and Time

Package must include:

- One (1) Original Proposal, identified as "Original"
- Five (5) Copies of Proposal
- One copy of Proposal on a CD-ROM-Include both original and public viewing versions, if applicable

Deliver proposals to:

Town of Lyons Department of Park, Recreation and Cultural Events
Sloane Nystrom, Parks Project Manager
432 5th Avenue
Lyons, CO 80540

Schedule of Events (subject to change) All times are given in local Colorado time (AMEND AS NEEDED):

RFP Issued	February 2, 2016
Pre-Proposal Conference	February 9, 2016 @ 1 pm MST
Deadline for Questions	February 17, 2016 by 3 pm MST
Final Addendum Issued	February 19, 2016 by 3 pm MST
Proposal Due Date and Time	February 25, 2016 by 3 pm MST
Approximate Contract Approval	March 7, 2016
Notice to Proceed	Week of March 14, 2016

**2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project
Request for Proposal**

**Town of Lyons-Department of Parks, Recreation and Cultural Events
432 5th Avenue, P.O. Box 49, Lyons, CO 80540**

PH: (303)823-6622

www.townoflyons.com

Project Number: PW 20E

PROPOSALS DUE: February 25, 2016 at 3 pm MST

The Town of Lyons is inviting proposals from highly qualified 'Teams' to provide final design and bid services for flood recovery efforts for Bohn Park, which was damaged as a result of the September 2013 flood. Design teams will focus on the final detail design to include final construction documents, drawings and specifications for the construction of Lyons Bohn Park based on the 30% concept plan recently completed as part of the Lyons Parks Flood Recovery Planning Process. The final design will address goals and priorities associated with the Parks Flood Recovery Planning Process, FEMA Project Worksheets and Project Scopes, the Lyons Recovery Action Plan (LRAP), associated Program Development Guides (PDG's), existing Town master plans, comprehensive plans and other relevant documentation and studies. Teams will assist the Town of Lyons through the bidding process and with associated construction administration related to the design as required.

Section I. BACKGROUND

The Town of Lyons was devastated by the Colorado floods of 2013. In the early morning hours of September 12th, 2013, following several days of record rainfall totaling an astonishing 17 inches of rain, the North and South St. Vrain Creeks, the confluence of which occurs in Bohn Park in Lyons, flooded their banks. Stream flows within the Town of Lyons crested above 26,500 CFS easily surpassing the previous record set in 1941. This is incredible considering typical stream flows for the St. Vrain average 67 CFS (USGS Data) for the month of September.

Lyons' parks system was absolutely decimated, accruing over \$25 million dollars in damages. Nearly all community parks and facilities were affected in some way. Of the 80 acres of developed/in-development community parkland, 39 acres were severely impacted. Unfortunately, the 39 acres impacted the most house most of Lyons' major park facilities. The other 40 were acquired for future development and house only a few facilities and amenities. The following is a synopsis of Lyons park damages:

- Of nearly 5 miles of trails, only 1.2 miles have been unaffected by the flood. Most trails are completely gone or are inaccessible. This includes the destruction of Lyons' main arterial trail, the St. Vrain Corridor Trail which served as Lyons' major source of connectivity to neighborhoods, schools, parks, businesses and even Boulder County's Picture Rock Trail in Heil Valley Ranch Open Space, Hall Ranch and other future regional connections.
- Infrastructure to parks has been washed away; water, sewer, gas and electric will all have to be replaced at nearly all park facilities.
- Athletic fields are buried under feet of cobble and debris. Irrigation provided to 5 of Lyons 6 athletic fields and most other irrigated portions of parkland is either gone or no longer functional.
- Shelter facilities have been washed away and/or were flooded and no longer useable.
- Additional park features that are damaged or lost to flood damage include, among others: 14 whitewater features, 2 ponds, 2 pedestrian bridges, volleyball court/ice rink, batting cage, dog park, several parking lots, tent and RV camping facilities, picnic areas, 2 playgrounds, community garden, sheds and storage facilities, numerous benches, bleachers, signage and other park amenities that are associated with these park facilities.

Section II. PROJECT DESCRIPTION

Lyons residents have identified the immediate rebuilding of Bohn Park, a river park located on the south side of Lyons, as a vital priority for parks recovery to be completed beginning in 2016. Bohn Park provides for major economic impacts for the Lyons community; it provides significant local and visitor recreational opportunities; and it provides ample opportunities to mitigate future flooding and to restore the river corridor's habitat. The selection of this park as the next priority in Lyons parks recovery efforts is supported heavily by both the Town government and the public at large.

Though Lyons' population is small, just over 2000 residents, the outdoor recreational opportunities here are immense and this project will ultimately serve a much greater "community." Tens of thousands of hikers, runners, bikers, kayakers, tubers, anglers, spectators and wildlife enthusiasts are drawn to Lyons each year. Many head straight to Bohn Park because of its available amenities. Because the St. Vrain River is such a vital attraction, a myriad of water lovers also float, kayak, swim or fish in the park. The park's large, open areas enables the Town to attract thousands of festivarrians and mountain sports enthusiasts to the Lyons Outdoor Games, Lyons Good Old Days, Rocky Grass Festival, Folks Festival, and numerous other special events held by the town.

Bohn Park, located on the southwest side of Lyons, is the town's largest park at approximately 50 acres. Three new housing developments are in close proximity to the park, in addition to the Lyons Middle/Senior High School. Lyons Valley Village is located to the immediate south entrance of the park. It consists of eight duplex homes and two single family homes. It houses approximately 26 residents. Lyons Valley Park is located just three blocks to the south and across the street from the Lyons Middle/Senior High School. 50+ homes have been built in the last seven years. It is in its final phase of building and has approximately 80 homes left to be built. Approximately 582 residents live in this area. Stone Canyon, located a bit further to the east, completed the building of 65 homes in 2007. Approximately 200 residents live in this development. That's over 210 homes in the past 9 years in the Bohn Park area. Although this may not be a staggering number for a larger community, consider that Lyons had an average number of only nine homes built each year from 2000-2004. Recent census data shows that Lyons' population has grown by nearly 500 residents in the last ten years (1,585 in 2000 to 2,033 in 2010), more rapidly than estimates have anticipated. Many new residents have younger families as school enrollment also seems to be on the rise. The influx of families with children under the age of 5 increased from 88 in 2000 to just under 200 in 2010 (10% of total population versus 7% statewide). Average family size has increased from 2.3 to 2.9.

A noticeably increasing number of residents and visitors continue to be drawn to the area by the town's increasing number of special events, development of homes, improvements to the downtown district, connectivity to area open spaces, and improvements to park amenities.

Bohn Park is Lyons' largest and most popular park. It is not uncommon to see the park filled throughout the day with anywhere from 200 to 400 residents and visitors on any given weekend during the summer months. Consisting of over 50 acres Bohn Park is home to most of Lyons major athletic facilities. Pre-flood, there were two baseball/softball fields, batting cage, playground, multi-use soccer field, concession stand, whitewater features, picnic areas, shelters, restrooms, Lyons Dirt Jump Bike Skills Park, Bohn Bark Dog Park, Lyons Community Garden, and a multi-use sport court.

Lyons being only a mile square, residents and visitors alike easily access Bohn Park using either the St. Vrain River Corridor Trail, one of Lyons main trails which intersects the park, or the main entrance off of Second Avenue, one of the town's main collector streets. Parking for existing facilities and town special events exists at Bohn Park. Connecting sidewalks and trails from adjacent neighborhoods, the downtown district, and the neighboring Middle/Senior High School lead people to Bohn Park easily and most are just a few minutes away. Recently, Lyons worked with Boulder County Parks and Open Space to create a trail link to Heil Valley Ranch Open Space via the Picture Rock Trail and many residents and visitors utilize Bohn Park and its amenities before and after their journey.

Bohn Park is ideally located in southwest Lyons and is easily accessible by car and foot because it is:

- Within easy walking distance (3 blocks) of downtown
- Adjacent to Lyons Middle/Senior High School (the Town and the St. Vrain Valley School District have a Joint Use Agreement for the sharing of facilities that allows the coordination of programming for the amenities at the school and Bohn Park)
- Adjacent to Boulder County open space

The Town of Lyons recently completed the Lyons Parks Flood Recovery Planning Process (www.lyonsparksmp.com) which included a series of public meetings that assisted in the development of several concept plans for all flood recovery areas related to parks. This process took several months to complete and involved soliciting input and feedback of the public, town staff, Town of Lyons board/commissions and the design team. The Bohn Park Flood Recovery Plan Preferred Alternate map is included with this document along with the Lyons St. Vrain Corridor Trail 6f boundary map.

The Bohn Park Flood Recovery Final Design and Bid Project will address the following fundamental goals outlined in the Lyons Recovery Action Plan and Lyons Parks Flood Recovery Planning Process for ensuring that Bohn Park continues to meet local and regional demands:

- 1) Reconstruction of facilities in Bohn Park to address the immediate recreational needs of Lyons, especially active/athletic uses. We will create a place to gather and play as a community again.
- 2) Creation of an attraction that will draw visitors to our Town. This is essential to ensure that the Town will remain economically viable and maintain its reputation and brand as a destination for healthy, active, outdoor lifestyles.
- 3) Reestablish trail connectivity, both locally and regionally, include loop trails.
- 4) Restore and augment river access and river habitat.
- 5) Restore/Replace picnic opportunities, including shelters and increase size.
- 6) Re-establish natural areas and consider wetlands.
- 7) Installation of public art along trails.

Section III. PROJECT TIMELINE

The Town of Lyons intends to select a qualified bidder and award a notice to proceed at an approximate date of the week of March 14, 2016. It is anticipated that the final construction design and bid process will take place from March 2016 through July 2016. The Town intends to put the project out to bid for construction in July/August 2016 in order to award a contract for construction to begin construction no later than September of 2016 in order to have the park open to the public in the summer of 2017. An initial conceptual plan for Bohn Park is available by PDF-Bohn Park Flood Recovery Planning Process Plan- Preferred Alternate.

It is anticipated that final construction of Bohn Park will be completed no later than July 1, 2017. Therefore, the Town of Lyons anticipates restoration to begin late summer of 2016 (August/September). Given the complexity and quantity of design work needed to complete the process, including public input, permitting, and bid process, the Town recognizes that successful firms may choose to split the process into two designs and separate bid documents: One that focuses on the stream restoration and whitewater features in preparation for work to begin in the Fall/Winter of 2016, and a second that focuses on the interior park design in preparation for work to begin in the summer of 2016. The Town is willing to consider various proposals in order for the project to stay on its projected timeline.

Section IV. SCOPE OF WORK

The Town of Lyons is issuing a Request for Proposals ("RFP") from qualified 'teams' to provide Disaster Recovery Design Services related to the flood disaster of September 2013 which caused extensive damage throughout Lyons.

The Town will serve as the lead agency during design, and with the input of Town Boards and Commissions, will choose a consultant. Funding for the project will come from FEMA, Town insurance and various other grant sources. The consultant will be required to provide reporting and accounting of the project design to facilitate the funding sources in order for the Town to be reimbursed for this work. The design must comply with the Town of Lyons Manual of Design Criteria and Standard Specifications for the Construction of Public Improvements, all other applicable Town, County and State design criteria, and other recognized parks and recreation design standards in-line with local and metro park development including ADA guidelines.

The Town of Lyons reserves the option to award contracts to multiple Teams but would prefer to award to a single Team that is able to provide all of the services requested.

Lead firms shall specialize in LANDSCAPE ARCHITECTURE/LANDSCAPE PLANNING AND STREAM RESTORATION, employing a capable team of civil, structural and hydraulic engineers (as needed), along with supporting ancillary trades, to complete the final design and prepare a complete, stamped set of construction plans usable for construction, specifications and bid documents for this project. The Town anticipates executing a contract with the top-ranked proposer and issuing a Notice to Proceed as soon as possible. Right-of-way (ROW) or easement acquisition is not expected, but may be needed. The consultant's design schedule should be as aggressive as practical.

The selected team shall perform or supply all necessary products and services as specified in this document with regards to surveying, research, public outreach, analysis, design, geotechnical investigation, specification preparation, exhibits and sketches, environmental permitting, permitting, utility coordination, storm water modeling, right-of-way services, public process, and other associated engineering work.

All work shall be performed under the direction and supervision of a Licensed Professional Engineer (or Surveyor, Architect, or Landscape Architect), registered with the Colorado State Board of Registration for Professional Engineers and Professional Land Surveyors. Some activities may require work on land not controlled by the Town which would require owner permission to enter. In such cases, the Consultant shall obtain the necessary written permission to enter the premises on forms provided by the Town. Included in this written permission will be the names and telephone numbers of persons to contact should notification prior to entry be necessary. These written permissions will apply to Town of Lyons personnel as well as Consultant personnel. Signed copies of the written permission will be submitted to the Town's Project Manager prior to entering private property for any work.

A Pre-Proposal Meeting will be held to ensure that the Consultant is familiar with the existing conditions as well as the project requirements and Town/FEMA goals. This meeting will be coordinated by the Town.

The proposed work shall include, but is not limited to, the compilation of data; performing necessary field work (e.g. surveying, utility locating & potholing, etc.); designing all elements for the proposed improvements; preparing construction plans, specifications and bidding documents; utility coordination; cost estimating; project coordination and any needed public involvement or process.

As part of the proposal, the Consultant shall develop and submit a detailed scope of work and fee that meets the requirements of the FEMA Public Assistance Worksheets and the Town of

Lyons Design Standards and Construction Specifications. The scope of work should include, but may not be limited to, the following tasks:

1. Providing extensive knowledge, experience and technical competence in dealing with design and construction of community parks, irrigation systems, earthwork, grading, drainage, erosion control, stream channel restoration, whitewater features and related structures.
2. Evaluating/confirming the extent of flood damage in relation to pre-flood conditions as it relates to the Town of Lyons Parks System. Damage to the following features/amenities includes, but is not limited to:
 - Parking Areas/Access Roads
 - Trails, Trail Heads and Pedestrian Bridges
 - Baseball Fields/Athletic Fields
 - Tennis Courts/Multi-Use Sport Courts
 - Concession Area/Food Truck Area
 - Batting Cage
 - Restroom Facilities
 - Park Host Area(s)
 - Picnic Areas
 - Any irrigation ditches that are located through the park-ditch systems/reconnections
 - Retention Pond(s), Water Features
 - Irrigation Systems and System Components
 - Irrigation Pump Stations and Filtration Systems
 - Siltation, erosion and debris deposits resulting in damage and degradation to the existing stream channel
 - Whitewater/River Features
 - ADA Fishing Structure/River Overlook
 - Siltation, erosion, and debris deposits to entire park area
 - Flower Beds, Planters and Memorials
 - Trees, Vegetation and Landscape
 - Displacement and loss of park signage, benches, trash receptacles, access gates, grills, picnic tables, dog bag dispensers, drinking fountains, and all other park amenities
 - Existing Playground Facilities and Surfacing
 - Shelter and Storage Facilities
 - Utilities-water, sewer and electric to all buildings and areas needing service
3. Reviewing FEMA damage assessment documents provided by the Town giving itemized and detailed cost estimates of pre-flood conditions to better understand the park, its functions and previous uses.
4. Reviewing and understanding recent Lyons Parks Flood Recovery Planning Process public input, preferred alternate plans, and overall process.
5. Incorporating design for fish habitat for the St. Vrain River through Bohn Park which will include the scope of an existing Colorado Parks and Wildlife Fishing is Fun Grant that the Town of Lyons has been awarded (2014 Fishing is Fun Grant-Lyons St. Vrain Aquatic Restoration Project).
6. Incorporating design for the reconstruction of the St. Vrain Corridor Trail to include the scope of a Colorado Parks and Wildlife State Trails Grant funded through the Land and Water Conservation Fund (2013 Lyons St. Vrain Corridor Trail Recovery Project).
7. Incorporation of design of the park area east of the Second Avenue Bridge as depicted in the Bohn Flood Recovery Plan.

8. Consultation with the "Stream Team" currently engaged in the CDBG-DR Stream Restoration Project in Lyons to ensure that design objectives are being met by both groups, projects align, future project impacts can be minimized, and sequencing of projects can be maximized.
9. Reviewing and understanding of existing Parks, Open Space and Trails (P.O.S.T.) Master Plan documents-2000 and 2008.
10. Reviewing and understanding Lyons Recovery Action Plan (LRAP) with a focus on the Parks and Recreation Section/Parks and Recreation Recovery Working Group Program Development Guides (PDG's) section, namely the Meadow Park Flood Recovery Project PDG.
11. Reviewing Lyons Ecology Board's Sustainable River Corridor Action Plan.
12. Understanding park design in relation to Town of Lyons Comprehensive Planning Goals-2010.
13. Consulting with the St. Vrain Master Plan Team (Collaborative Decision Resources and Baker and Associates) to understand the current finding of the St. Vrain Master Plan Process as it relates to Bohn Park Design.
14. Working cooperatively with Colorado Parks and Wildlife on design of Whitewater Features to ensure inclusion of fish passage and other necessary environmental and habitat considerations.
15. Contacting and working cooperatively with local ditch companies to ensure reconnection and alignment of ditches through Bohn Park. Explore best case scenarios for fish passage, recreational consideration, and other habitat concerns regarding diversion structures.
16. Facilitating all necessary pre-permit meetings with Colorado Parks and Wildlife, Army Corps, USFWS and any other necessary agencies as appropriate.
17. Facilitating any needed public meetings to gather input in order to work from concept to final design phase.
18. Presenting concepts and final designs to Parks and Recreation Commission for recommendation and to Board of Trustees for final approval.
19. Reviewing trash and recycling collection with inclusion of design for on-site dumpsters.
20. Reviewing parking payment system with goal of instituting design for automated or gated system for vehicles at entrance and exit.
21. Designing improvements to park entrance.
22. Providing design development, construction plans/documents and specifications sufficient to complete bidding process and final construction of Bohn Park.
23. Providing construction plans/documents and specifications to reclaim and stabilize the St. Vrain Stream Channel in accordance with state and federal regulations.
24. Providing construction plans/documents and specifications to rebuild all access road and parking areas.
25. Taking responsibility for coordination of submittal reviews and ALL permitting processes including local flood plain permits, Army Corp 404 permits, environmental permitting, and so on.
26. Providing quantity take off's, volume calculations, pricing information and supporting documentation to the Town for its records and submittal to the Federal Emergency Management Agency ("FEMA") and other agencies for reimbursement of costs related to the flood disaster.
27. Providing a detailed project schedule highlighting the critical path and milestones.
28. Holding weekly progress meetings, record and distribute meeting minutes.
29. Preparing presentation materials, (graphics, charts, electronic presentation materials etc. as needed) and presenting to the Lyons community at stakeholder meetings, Parks and Recreation Commission, Lyons Town Board of Trustees and other stakeholders as requested.
30. Assisting the Town in determining "enhancements" to pre-flood conditions in the design phase to better determine which funding sources might be used to better fund components of the project.

31. Preparing and implementing detailed Bid Documents to include all design elements on drawings and specifications.
32. Evaluating bid documents and preparation of recommendation to Lyons staff.
33. Keeping and providing a project file or binder with all relevant project documentation.
34. Provide construction drawings stamped by designer/engineer and architect as required to include updated details, drawings, and current date.
35. Assisting the Town of Lyons with any construction administration that may be needed once the project is awarded for construction, including assisting with any ASI's, RFI's, missing detail, or changes that may result during the construction phase as a result of lack of plan detail, needed updates or needed field adjustments.

Progress Reporting

The Consultant and the Town of Lyons project manager shall hold progress meetings as often as necessary, but in no case less than once a week until the final plan is approved by the Lyons Board of Trustees for the purpose of progress reporting. The consultant shall supply the project manager with at least two (2) copies of all completed or partially completed reports, studies, forecasts, maps or plans at least one (1) working day before each progress meeting. The project manager shall assist in scheduling all aforementioned staff, board and commission meetings and other meetings, as necessary, at key times during the development of the final plans and bid documents.

Consultant qualifications must, at a minimum, include the following:

- Demonstrated experience in developing and implementing successful innovative solutions to complex community park redevelopment and renovations and the ability to identify, recommend and implement cost-effective improvements that can be easily maintained with minimal staff while keeping sustainability and longevity in mind.
- Ability to work collaboratively with Lyons staff, Board and Commission members, Lyons residents, and various other stakeholders.

A. ITEMS TO BE PROVIDED TO THE TOWN OF LYONS:

At a minimum, the following items will be required as deliverable products for this project:

- 1) **Public Outreach and Diagrams** are required to depict the general work area and should include an aerial image underlay of the proposed line work for the roads and drainage features. The exhibit should be prepared on 24" x 36" or larger with a scale to fit the work area onto one or two sheets. The Consultant will also be required to provide a narrative that discusses the key and salient issues with this project including, but not limited to, drainage; construction sequencing, neighborhood impacts, user impacts and mitigation.
- 2) **Drainage and Hydraulic Report** of work area and upstream tributary basin including the reconciliation of the drainage features upstream, determining flow rates for minor and major storms, design the drainage system to fit within the existing lands owned by the Town including runoff mitigation detention ponds or similar. Consultant will work with the Town Engineer to determine limits of the basin in consideration of the Town's Drainage Master Plan and current conditions. The report shall include calculations and sketches of the existing and proposed hydraulic structures and the 100-year floodplains.

Hydraulic models (HEC-RAS) of the selected alternative shall be prepared to compare the existing and proposed condition with the historic condition floodplain models. The Town will provide an "Existing Conditions" model. The Consultant will be required to provide a No-Rise certification based on the selected alternative and supporting conditions. This no-rise will be with respect to the current effective flood plain, as in place prior to the flood. The no-rise will be based on the current flow rate for the entire Town and not the recently adopted higher flow rate. If the consultant is

not able to demonstrate no-rise, then a CLOMR/LOMR may be necessary for the project and would be accommodated by amendment to the contract.

Hydraulic Study

Existing Flood Plain Model

Using HEC-RAS, re-configure and update the Town's effective hydraulic model for this reach based on the new survey and mapping including the importing of the cross sectional data, and then adjusting the model to account for ineffective flow areas, obstructions, cross section data and other elements of the model that would need to be adjusted for the flood plain analysis for current FEMA rules and regulations.

Baseline Modeling

Run the new model to determine the effect of the current regulatory 10-year, 100-year and 500-year flood plains and the floodway and compare that to the current model and FIS Mapping.

Planning

Create options to build into the model to evaluate criteria as required in the restoration design of the various elements of infrastructure, creek structures and parks, including mitigation options. Complete an updated model in HEC-RAS to support the chosen design options. Determine if proposed improvements create a rise in the flood plain versus the current FIS. If so, consult with Town on process and if a CLOMR will be necessary. If not, provide a no-rise certification for the Town records. Expect iterations in this process to fine tune design. The desire is to avoid a CLOMR/LOMR process. Modeling efforts are expected to extend to tie into existing HEC-RAS conditions in the provide model of record.

- 3) **Geotechnical Report** showing the results of borings as needed for the project. The report shall provide recommendations for the required pavement thickness, foundations and related items for all project work. For this project, anticipate adequate borings (no less than three) for service roads, new shelter facilities/foundations, footers for play equipment, and various other park amenities.
- 4) **Utility Investigation Report** summarizing utility coordination contacts, results and descriptions of anticipated utility impacts, conflicts and relocations. In preparing the report the Consultant will locate and pothole existing utilities and irrigation structures and or ditches to identify any conflicts the proposed design. If conflicts are identified the Consultant will provide feasible solutions and coordinate the design with utility owners and irrigation ditch owners. The Consultant shall incorporate comments/solutions into the final design. All design services to relocate impacted utilities or supply new utilities for new facility design shall be included in this scope.
- 5) **Survey Work:** Design survey of work area depicted in concept plan extending offsite to including recently completed park improvements, creek cross sections, structures in creek and upstream/downstream bridges. Include above and below ground utilities. Include all above ground features and structures. All trees shall be surveyed and labeled by caliper and common name identified on the plan. Playground equipment and other existing park amenities shall be surveyed in sufficient detail to allow for expansion and further design purposes. Check with Town as some survey information is available for this area. The Town of Lyons has completed survey work of the area and that survey is available upon request. Supplemental surveying needs shall be identified and included as part of the proposal. A licensed professional land surveyor in the State of Colorado shall prepare an updated land survey map focusing on the area of the project from Park Street south to the Bohn Park Entrance.

The Consultant shall research plats and county records to confirm the existing right-of-way, easements, property lines and ownership. Consultant shall updated and provide a property ownership map based on tax records and determine if any additional right-of-way and/or easement is required to construct the proposed improvements. This work shall be conducted in an aggressive manner to allow adequate time for any land acquisition or easement acquisition process if deemed necessary. If additional right-of-way or easement is required for the improvements, the Consultant will be asked to provide a proposal to prepare ROW and/or easement plans, hold a plan review with Town and land acquisition personnel to determine the sufficiency of ROW and or easement plans.

The Consultant shall plot existing and required right of way/easement, property lines and ownership information, on a right of way map. Calculate areas of parcels, easements and remainders using the CDOT Right of Way Manual as a guide. Prepare legal descriptions and exhibits, as necessary.

Creek and In-Creek Structures

- Collect cross sections and structure data for creek. Cross sections will be located at approximately 200' intervals and should include cross sections at existing FIS locations. Cross sections are generally located within the creek erosion zone.

Deliverables

- Autocad based survey with surface model and point data, layering per AIA for all existing features. Files shall be in town approved coordinate and datum and including all monuments and a minimum of four reference control points.
- 6) **Final Plans and Specifications** should have formatting and guidelines that at minimum should include (but may not be limited to):
- Cover Sheet
 - Standard Plans List
 - Typical Sections
 - General Notes and Abbreviations
 - Survey Control Diagram
 - Removal/Demolition Sheets
 - Plan and Profile Sheets
 - Grading and Drainage Sheets, along with 3d model of site, 2nd sections as necessary
 - Erosion Control and Scour Sheets
 - Construction Phasing Plans
 - Park Layout Plans
 - Building Design Package including Specs
 - Creek Design Plans and Whitewater Feature Designs
 - Design and Specs for all individual Park Amenities-playgrounds, buildings, fences, gates, signage, grills, tables, etc.
 - Erosion Control and Storm Water Management
 - Detail Sheets
 - Signing and Striping Plan
 - Lighting and Electrical Plans
 - Construction Traffic Control/Phasing Plan
 - Erosion Control Plan & Details
 - Cross Sections
- 7) **Environmental Documentation** including investigation and completion of all environmental documentation deemed necessary for constructing the project. The Consultant will perform and coordinate all environmental clearances for the project. The

Town of Lyons will provide existing FEMA REC and other appropriate funding source documentation for guidance. Consideration of the consequences and impacts of the proposed project with respect to the following items is required and paramount: land use, air quality, floodplain/wetland, T&E species, noise impacts, hazardous waste, cultural/historical resources, impacts to existing residents, and flood mitigation/recovery. The FEMA *Record of Environmental Consideration (REC) Report* will be provided to guide the consultant through the required clearances and processes.

The consultant will be responsible for investigating applicable requirements, and preparing documents in accordance with current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) and current revisions.

If existing wetlands within the project area are disturbed, the Consultant will conduct a wetland determination, and if needed, a wetland delineation survey. The wetland delineation shall be conducted in accordance with the federal guidelines of the U.S. Army Corps of Engineers. Wetland boundaries will be surveyed and inserted into the project plan sheets, and temporary and/or permanent impacts determined. Please see **Attachment D, Environmental Clearance Requirements**.

- 8) **Erosion Control Plan** for all project work will be submitted. The Erosion Control Plan will include permanent water quality features, suggested erosion and sediment control devices for construction the bridge and may be used by the construction contractor in developing the Storm Water Management Plan (SWMP).
- 9) **Final (Construction Documents and Bid Documents) Review** include construction plans, specifications and cost estimates for completeness and accuracy. The Consultant will deliver project Technical Specifications and Special Provisions and the final Engineer's Opinion of Cost estimate in hard copy and in electronic spreadsheet files. The Consultant will prepare 95% construction documents, including plans, tabulation sheets of all construction quantities and traffic control devices for the project, details, technical specifications and Special Provisions, and cost estimates for a final review.

The Consultant will prepare 100% construction documents, including plans, tabulation sheets of all construction quantities and traffic control devices for the project, details, technical specifications and Special Provisions, and cost estimates for a final review.

These documents when complete will be complete and sufficient to issue for bidding as well as stamped and useable construction documents.

- 10) **Design Standards for Park Amenities**-The consultant will work with town staff to update its existing "kit of parks" or parks design standard booklet (in compliance with state and federal guidelines including ADA standards) for trash and recycling stations, signage, picnic tables, benches, restroom features, etc. This will assist Lyons parks in its recovery process and assist with future operations.
- 11) **Park Signage Plan**-The consultant will work with Town Staff to ensure the park can fully operate upon construction by establishing a signage plan for traffic flow, pedestrian flow, and all facilities and amenities.
- 12) **Project Binder** must be prepared by the consultant in the form provided by the Town. The project binder is a comprehensive record of the project from design through construction. Consultant will prepare the binder and turn it over to the Town upon the completion of the design services. The binder includes primary and critical documents and photographs for the project including studies, reports, correspondence, contracting and other critical tracking items. At the end of this phase, all documents leading to the bidding phase will be included however the remainder through bidding and construction will remain vacant. The consultant will need to provide two versions of the project binder with a CD-ROM/flashdrive including pdf's and autocad files of all project data.

Required Submittals-All submittals are subject to approval by the Town of Lyons Project Manager.

The following is a list of items, at a minimum, to be submitted by the Consultant. The omission of an item from this list does not relieve the Consultant from preparing and submitting any required information to complete this project.

- Drainage/Hydraulic Report
- Geotechnical Report
- Utility Investigation Report
- Survey Report(s)
- Progress Reports
- Permission(s) to Enter Property
- Traffic Control Plan(s)
- Project Control Diagram Plan
- Copies of Research Documents (Plats, Deeds, etc.)
- Preliminary Ownership Map(s)
- Existing/Proposed Right of Way Plans
- Technical Specifications/Special Provisions
- Opinion of Probable Costs
- Environmental Documentation/Reports/Permitting
- Project Binder
- Park Standard Specification Book (Update)
- Park Signage Plan
- Final (95%), and 100% Design Plans
- Bid Documents

Electronic Data Submittals Electronic Data shall be submitted in a format that is usable by the Town of Lyons. The primary windows based computer software that is currently used by Town of Lyons is:

- Drafting –AutoCAD Civil 3D 2012 or greater
- Plotting -Adobe PDF
- Word Processing -Microsoft Word 2010
- Spreadsheets -Microsoft Excel 2010

B. ITEMS TO BE PROVIDED BY THE TOWN OF LYONS

- Lyons Flood Recovery Bohn Park Plan-Preferred Alternate
- Lyons Flood Recovery Planning Process-Public Comment, Information and Plans www.lyonsparksmp.com
- Lyons Recovery Action Plan (including Program Development Guides-PDG's) and Implementation Table in PDF Format
- 2014 Colorado Parks and Wildlife Fishing is Fun Grant-Lyons St. Vrain Aquatic Restoration Project
- Colorado Parks and Wildlife State Trails Grant-2013 Lyons St. Vrain Corridor Trail Recovery Project
- Lyons Parks, Recreation and Cultural Events Parks, Open Space and Trails (P.O.S.T.) Master Plans-2000 and 2008
- Lyons Valley River Park Master Plan
- Lyons Comprehensive Plan-2010
- Parks Damage Assessments for FEMA PW20 and PW35
- Lyons PW20 Hazard Mitigation Proposal for Meadow Park Whitewater Features
- Post-Flood LiDAR
- Draft of St. Vrain Watershed Masterplan
- Ecology Board's Sustainable River Corridor Action Plan
- All applicable FEMA Forms and information regarding program guidelines

- Basic Contract Forms for inclusion in the Project Manual – Contract; General Conditions; Invitation to Bid; Instructions to Bidders; Notice to Proceed; Notice of Intent to Award; Conditional and Final Lien Waiver Forms; Change Order Form
- Town of Lyons Design and Construction Standards in pdf form
- Special Details of the Town of Lyons in pdf form
- Construction plans for the St. Vrain Stream Restoration project along with all modeling of flows

Section V. RFP PROPOSAL RESPONSE

Submittals are due at the Lyons Department of Parks, Recreation and Cultural Events Office for time and date recording on or before **3 P.M. Mountain Time on Monday, February 25th, 2016 by 3 pm MST.**

Deliver Six (6) bound copies of your submittal and an electronic version on a CD ROM/flash drive, submitted in a sealed envelope, clearly marked as **2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW20E**, to the Parks and Recreation Department, 432 5th Avenue, Lyons, CO 80540.

All Proposals must be received and time and date recorded by authorized Town staff by the above due date and time. Sole responsibility rests with consultant/team to see that their RFP response is received on time at the stated location. Any responses received after due date and time will be considered at the discretion of the town.

The Town of Lyons reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Town, is in the best interest of the Town of Lyons. Due to the complexity of work required, selection of a team or firm will not be based solely upon the lowest responsible bid but will also take into account experience gained from work on similar projects, previous knowledge and experience working with the Town of Lyons and an understanding of the project goals and approach to the project.

Digital copies of the Bidding Documents will be available beginning **January 26, 2016** on-line on the Town of Lyons website @ www.townoflyons.com

Section VI. PROPOSAL SUBMISSION

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the Town's discretion, render the proposal non-responsive.

Offerors shall submit in a sealed package:

- One (1) Original Proposal, identified as "Original"
- Five (5) Copies of Proposal
- One Copy of Proposal on a CD-ROM/flashdrive – Include both original and public viewing versions, if applicable

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed below in Response Format-Section VII. Proposals that are determined to be at a variance with this requirement may not be accepted. The Town only accepts proposals in hard copy format and does not accept proposals submitted via fax, email, or other electronic means.

The outside of the package will include the following information:

- Company Name
- RFP Number
- RFP Title
- Due Date and Time

Section VII. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation may render your proposal non-responsive. Maximum proposal length is 35 pages (excluding cover letter, Illegal Alien Certificate, Proposal Acknowledgement, and any attachments).

A. Cover Letter

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal nonresponsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

B. Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the Town will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

C. Minimum Mandatory Qualifications of Offeror. The lead proposer must specialize in providing LANDSCAPE ARCHITECTURE/LANDSCAPE PLANNING AND STREAM RESTORATION services and have successfully completed the design of at least two similar projects in the past five years. The Consultant's proposed Project Manager must have five (5) years of experience (minimum) in designing/managing similar projects. The Consultant team shall perform all work under the direction and supervision of a Licensed Professional Engineer, Surveyor, Architect, and Landscape Architect, registered with the Colorado State Board of Registration (DORA) currently licensed with the State of Colorado.

Include an itemized description of how your company meets the minimum mandatory qualifications. Failure to meet or exceed these requirements may disqualify your response.

D. Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Identify the year in which your company was established and began providing consulting services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

E. Evaluation Criterion #1 – Company and Personnel Qualifications. Describe your business philosophy and identify the individuals who will be involved in the project, their responsibilities and amount of time each is expected to spend on the project. Include a brief description of the design team's previous experience with similar projects. Provide resumes of the key personnel that will be performing the proposed services, including the primary project manager. Changes in the project team may not be made unless conditions beyond the control of Consultant develop, in which case, changes in above personnel may be made only upon advance written approval by Town. The Town reserves the right to request changes in personnel of Consultant working under this Agreement.

Information should include, but is not limited to:

1. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager and the percentages of time they will be involved with the project.

2. Provide a complete list of all sub-consultants the lead firm will use for the project along with an organizational chart showing relationship of each consultant to the lead firm. Include the amount of time that each is expected to spend on the project.
 - a. Provide a statement of past projects where the team or members of the team have worked together and identify which team members were involved and the name and location of those projects.
 - b. Indicate for each sub-consultant team member, the primary contact and names and titles of their work group members.
 - c. Provide a chart showing each sub-consultant, primary contact name, phone number, email address, and mailing address.
 - d. Provide a short statement for the lead consultant and each sub-consultant noting their expertise in their area of consulting and why they have been selected as part of the project team. It is important to clarify each team member's qualifications and experience in their area of responsibility.
3. Demonstrate the ability, capability and skills necessary to perform the Contract or provide the services required to successfully complete this project.

F. Evaluation Criterion #2 - Recent Experience with Similar Projects.

1. Demonstrate the ability, capability and skills necessary to perform the Contract or provide the services required to successfully complete this project.
2. List a minimum of two (2) projects of similar nature to this project that the lead consultant and the sub-consultants have had DIRECT involvement within the past five years. Be specific on why the referenced projects are similar to this project. Include the referenced project name, a brief description, original budget, final cost, if the project was completed on time and a reference name and phone number.
3. Discuss your familiarity with the Town of Lyons, Boulder County, CDOT Local Agency Projects and local construction conditions as they pertain to this project. The quality of performance on previous Town Contracts or services will be considered. Failure on the part of any Consultant to carry out a previous contract satisfactory shall be deemed sufficient cause for disqualification.
4. Additionally, provide a list of three (3) references/customers that either have received or are currently receiving services similar to the scope of services required by the Town under this RFP (list must include name, address, telephone number, email address and contact person). The Town reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

G. Evaluation Criterion #3 - Approach to Scope of Work.

1. Describe any project approaches or ideas that you would apply to this project that you think would enhance the quality of your services. Provide detailed information about what makes your approach unique and best suited for this project.
2. Describe how the firm will accomplish the work in an effective and timely manner. Include design philosophy, project control, project schedule, understanding of project scope, awareness of issues, and potential issues/problems that would need to be addressed early in the design process to prevent delays.
3. Explain the proposed work plan with a detailed description of the specific tasks as noted in the Scope of Services of this RFP. Include additional tasks and their purpose as needed to explain completing the work. Include critical path items, milestones and completion dates on the schedule.
4. Describe the methods and timeline of communication your firm will use with the Town's project manager, other involved Town staff, and other interested parties.

H. Evaluation Criterion #4 – Project Control.

1. Describe how your firm will control costs for this project and meet schedule requirements.
2. Describe what software or methods your company utilizes to establish and track the project timeline/schedule. Identify how the design schedule (internal checks & balances) is monitored to ensure that key milestone dates are met. Indicate if any previous project designs exceeded the project schedule and if so, explain why and what steps have been taken to ensure it does not occur on the future projects.

I. Evaluation Criterion #5 – Proposed Scope of Work and Fee.

1. Provide a detailed breakdown of fees and expenses to complete the scope of work identified. Include description of work items included in fee that are not specifically identified in the request, but the proposer believes are necessary to complete the scope. Include costs for these other items separate from the base fee. The Town is budgeting 3% of the design costs for reproduction and advertising and the consultant shall indicate if they believe this to be sufficient for their scope of work.

J. Illegal Alien Certificate. This required form is included as **Attachment A**.

K. Proposal Acknowledgement. Include this form as provided in **Attachment B**.

L. Affirmative Action Steps. Include this form as provided in **Attachment C**.

M. CONTRACTOR'S CERTIFICATION OF COMPLIANCE. Include this form as provided in **Attachment D**.

N. ATTACHMENT ENVIRONMENTAL CLEARANCE REQUIREMENTS. **Attachment E**.

O. Fema Requirements. This required form is included as **Attachment F**.

Section VIII. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by a committee of Town and local board and commission representatives, in accordance with the criteria described below. These criteria will be the basis for review of the written proposals and for determining the short-list of consultants for interviews (if required). Total scores will be tabulated, and the consultant with the proposal that is deemed to be the most advantageous to the Town will be selected. If the Town requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the Town in selecting the most qualified offeror for this contract. Evaluation criteria that will be used are as follows, listed in order of relative importance:

1. **Evaluation Criterion #1 - Company and Personnel Qualifications**
 - Qualifications and abilities of professional personnel
 - Experience on similar projects as a team
 - Commitment of key members to project
 - Firm's size, organizational structure and flexibility
 - Firms technical disciplines and capabilities of sub-consultants on team
2. **Evaluation Criterion #2 - Recent Experience with Similar Projects**
 - Firm's recent, relevant project history (Town, CDOT – Region 4, etc.)

- Demonstrated ability to control costs
- Demonstrated ability to meet schedule
- Demonstrated ability to do quality work

- **Evaluation Criterion #3 - Approach to Scope of Work**
- Firm's demonstrated clear understanding of the project goals
- Aggressiveness of project schedule
- Has the firm formulated a successful approach to the project?
- Where appropriate, are possible design alternatives suggested?
- Where appropriate, has the firm exhibited sensitivity to public concerns?

- 3. Evaluation Criterion #4 - Project Control**
- Cost Control
- Scheduling Method
- Quality Control

- 4. Evaluation Criterion #5 – Proposed Scope and Fee**
- Does the Scope of Work align with the Listed Scope and the Town's Goals
- Has the consultant identified innovative alternatives or well thought out additions to the scope
- Is the fee commensurate with the scale and type of work

A presentation and/or demonstration may be requested by short-listed offerors prior to award. A presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Offeror

The Town awards contracts to responsible vendors only. The Town reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror. As used in this RFP, "Responsible offeror" is one who has "the capability in all respects to perform fully the contract requirements, presents, perseverance, experience, integrity, reliability, capabilities, facilities, equipment, and credit which will assure good faith performance." The Town reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the Town shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

C. Period of Award

The effective date of providing the required product and services shall be from award of the contract through completion of final design services.

Section IX. ADMINISTRATIVE INFORMATION

A. Issuing Office:

The Town of Lyons agent listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

B. Official Means of Communication:

All official communication from the Town to offerors will be via e-mail. The Town will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award.

C. Inquiries:

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: Snystrom@townoflyons.com

Subject Line: 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW20E

Response to offerors' inquiries will be e-mailed in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Town of such matters immediately upon discovery.

D. Insurance:

The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the Town of Lyons and its agents as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$1,000,000, and WORKERS COMPENSATION coverage with limits in accordance with State of Colorado requirements. Contractor must provide Town with proof of EMPLOYER'S LIABILITY coverage with limits of at least \$500,000.

COMPREHENSIVE AUTOMOBILE LIABILITY is also required, with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement. The Town, Boulder County, and Colorado Department of Transportation (CDOT) shall be named as additional insureds for General and Auto Liability Insurance. Awarded offeror must present the Town and CDOT with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000.

E. Modification or Withdrawal of Proposals:

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

F. Minor Informalities:

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Town may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the Town.

G. Responsibility Determination:

The Town will make awards only to responsible vendors. The Town reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

H. Acceptance of RFP Terms:

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this

RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards:

Any actual or prospective offeror who is aggrieved in connection with either the solicitation or award of a contract may protest in writing to the Town's Administrator. The protest shall be submitted within three calendar days after such aggrieved person knows, or reasonably should have known, of the facts giving rise thereto. With regard to requirements or specifications set forth in this RFP, it is important for offerors to note that a challenge should be made within three (3) calendar days of when the item being protested is known.

J. Confidential/Proprietary Information:

The Town neither requests nor encourages the submission of confidential/proprietary information in response to this RFP. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Town provided that the submission is in accordance with the procedures in this section. Any such requests shall be the *sole responsibility* of the offeror. The Town will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the contact for the Town listed in this RFP.

Procedure for requesting protection of confidential material:

1. The offeror will submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the offeror will black out all text and/or data that it wishes to be considered confidential and denote the information as "proprietary" or "confidential".
2. A written description will accompany the "FOR PUBLIC VIEWING" copy of the proposal identifying the material that the offeror is considering proprietary or confidential. Specific reasoning as to why each item is to remain confidential, *other than* recitation of a specific state or federal statute, is required.
3. Where an offeror has submitted a "FOR PUBLIC VIEWING" version of their proposal, that version will be open to the public while the other copies of that offeror's proposals will be maintained as confidential material. Proposals that are determined to be at variance with this procedure may be declared non-responsive by the Town, and not given further consideration.

Notwithstanding the foregoing procedure, the Town is a public entity subject to the provisions of the Colorado Open Records Act (CORA), and is not waiving either the protections or the obligations of CORA.

K. Acceptance of Proposal Content:

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and removal of such offeror from future solicitations.

L. RFP Cancellation:

The Town reserves the right to cancel this RFP at any time, without penalty.

M. Negotiation of Award:

In the event only one (1) responsive proposal is received by the Town, the Town reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

N. Contract:

The successful proposer must enter into a contract with the Town of Lyons in a form to be provided by the Town.

O. RFP Response/Material Ownership:

All material submitted regarding this RFP becomes the property of the Town of Lyons, unless otherwise noted in the RFP.

P. Incurring Costs:

The Town is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Q. Utilization of Award by Other Agencies:

The Town of Lyons reserves the right to allow other Federal, State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the Town of Lyons in the current term or in any future terms.

R. Non-Discrimination:

The offeror shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, age or sex.

S. News Releases:

Neither the Town, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the Town's behalf is provided by the Communications Specialist.

T. Taxes:

The Town of Lyons is exempt from all federal excise taxes and all Colorado state and local government sales and use taxes. Where applicable, Contractor will be responsible for payment of use taxes.

U. Assignment and Delegation:

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

V. Availability of Funds:

Financial obligations of the Town of Lyons payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the Town.

W. Standard of Conduct:

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The Town

may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of duty.
- (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- (3) Theft, vandalism, immoral conduct or any other criminal action.
- (4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the Town.

Agents and employees of Contractor or Consultant working in Town facilities shall present a clean and neat appearance. Prior to performing any work for the Town, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

X. Unlawful Employees, Contractors and Subcontractors:

Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

1. Verification Regarding Illegal Aliens:

Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

2. Limitation Regarding E-Verify Program:

Contractor shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing this Contract.

3. Duty to Terminate a Subcontract; Exceptions:

If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

4. Duty to Comply with State Investigation:

Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

Y. Damages for Breach of Contract:

In addition to any other legal or equitable remedy the Town may be entitled to for a breach of this contract, if the Town terminates this contract, in whole or in part, due to Contractor's breach of any provision of this contract, Contractor shall be liable for actual and consequential damages to the Town.

Z. Other Statutes:

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation of such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no Town of Lyons employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

Section X. GENERAL REQUIREMENTS OF THE SELECTED PROPOSING FIRM

1. Teams are encouraged to familiarize themselves with the Town of Lyons and its parks system in order to evaluate/confirm the extent of flood damage in relation to pre-flood conditions. Failure to do so will be at the Team's risk.
2. Each proposer shall furnish the information required in the proposal.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the Town of Lyons, price and other factors considered.
4. The Town of Lyons reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the Town of Lyons to do so.
5. Late or unsigned RFPs will only be accepted and considered at the Town's discretion. It is the responsibility of proposers to ensure that the RFP arrives at the Parks & Recreation Office no later than the time indicated in the "Request for Proposal."
6. The proposed price shall be exclusive of any Federal or State taxes from which the Town of Lyons is exempt by law.
7. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The Town's Representative will not be responsible for oral clarification.
8. The successful proposer must maintain and submit to the Town a valid certificate of insurance coverage for the duration of the contract period as outlined in this RFP.
9. The successful proposer will operate as an independent contractor and will not be considered employee(s) of the Town of Lyons, CO.
10. The successful proposer will be paid on actual invoices as work is completed on a monthly basis upon receipt and acceptance.

**Attachment A
Illegal Alien Certificate**

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with the Town of Lyons, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:
Company Name Date

Name (Print or Type)

Signature

Title

**Attachment B
Proposal Acknowledgement**

PROPOSAL ACKNOWLEDGEMENT FORM

PROJECT NAME: _____

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website	

By signing below I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of the Town of Lyons.
- None of my employees or agents are currently employees of the Town of Lyons.
- I am not related to any Town of Lyons employee or Elected Official.

Signature of Person Authorized on Company's Behalf Date

Note: If you cannot certify the above statements, please explain in the space provided below.

**Attachment C
FEMA CFR 13.36
Affirmative Steps Taken**

Project Name and Number:

Contractor:

1. Place or source you found qualified small and minority businesses and women's business enterprises on solicitation lists? How was this accomplished (please add supporting documentation if applicable)? If this was not done explain why.

2. Assure that small and minority businesses, and women's business enterprises are solicited whenever there are potential sources. How did you reach out to these businesses (add documentation if applicable)? If this was not done explain why.

3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises? What requirements were broken out into smaller tasks or quantities? If this did not occur please explain why.

4. Establish delivery schedules, where requirement permits, which encourages participation by small and minority businesses, and women's owned business enterprises. Were you able to established delivery schedules that encouraged these businesses to participate? If not explain why.

5. Use the Small Business Administration and Minority Business Development Agency of Department of Commerce to solicit these businesses. Please confirm these sites were utilized, if they were not please explain why.

6. Require prime contractors to take these steps in subcontracting. Please document that you have encouraged your prime contractors take the five affirmative steps listed above to reach out to small and minority and women's owned business enterprises.

Prepared By: _____

Date: _____

Reviewed By: _____

Date: _____

Approved By: _____

Date: _____

****For each step enter what actions were taken to meet the requirement**

****If the step could not be fulfilled enter reason why in detail**

****Attach any supporting documentation or reports or responses of the businesses contacted**

****EVERY REQUIREMENT HAS TO BE ADDRESSED**

T. Sanders 7/16/15

**Attachment D
CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with the Town of Lyons, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

ATTACHMENT E ENVIRONMENTAL CLEARANCE REQUIREMENTS

The consultant will be responsible for preparing documents in accordance with the National Environmental Policy Act of 1969 (NEPA) and federal, state and local environmental regulations. Most local agency projects will be covered by a Categorical Exclusion (Cat Ex). These documents will be in CDOT's format and the following clearances are expected:

Threatened or Endangered Species

If it is determined that habitat for any threatened or endangered (T&E) species could potentially occur within the project footprint or adjacent to the project site, a biologist qualified to conduct T&E assessments and/or surveys will need to be retained. It will be the biologist's responsibility to follow survey protocol and obtain all applicable permits to conduct the survey.

Wetlands

If it is determined that wetlands exist within the project area, a wetland ecologist or other qualified person will conduct a wetland determination and if needed, a wetland delineation. The wetland delineation shall be conducted according to the guidelines outlined in the 1987 Corps of Engineers (Corps) Wetland Delineation Manual. Wetland boundaries will be surveyed into the project plan sheets, and temporary and/or permanent impacts determined. If the wetlands are jurisdictional, project activities will be subject to Section 404 permitting through the U.S. Army Corps of Engineers (Corps).

Section 404 Permitting

If a Section 404 permit is required, the applicant will be responsible to ensure all conditions of the permit are adhered to, including preparation of a mitigation plan. CDOT requires a copy of the Corps permit.

Noxious Weeds

A noxious weed survey and management plan will be completed if directed. Noxious weed surveys and management plans will only be completed if there is a heavy weed infestation.

Senate Bill 40

Senate Bill 40 requires any state, or state funded project to obtain wildlife certification from the

Colorado Division of Wildlife when construction is planned in any stream, streambanks or tributaries, either under CDOT Programmatic protocol or a formal request, if required. Documentation will consist of the letter sent to the Colorado Division of Wildlife under the Programmatic agreement or a response from the Colorado Division of Wildlife if a formal request was made.

Storm water Discharge Permit Associated with Construction Activity (CDPS)

A CDPS permit is required. A Storm Water Management Plan (SWMP) is one of the requirements for the CDPS permit. All SWMP's must be approved by the Town.

Paleontology

If the project requires any type of excavation (six inches or greater in ground that is not on fill or will affect substrate that is not fill), a Paleontological Survey is required.

Archaeology

If the project requires any type of excavation (six inches or greater in ground that is not on fill or will affect substrate that is not fill), an Archaeological Survey and coordination with the SHPO in accordance with Section 106 of the National Historic Preservation Act must be conducted.

Other

Based on the preliminary determinations regarding the anticipated environmental clearances for a project, additional environmental clearances may be required. The additional environmental clearances could include Environmental Justice, Water Resources, Visual/Aesthetics, Socioeconomic regarding business access changes, etc.

Attachment F

ADDENDUM TO CONTRACT FEDERAL EMERGENCY MANAGEMENT AGENCY'S GRANT PROGRAM REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the _____ Agreement between ("Contractor"), and Town of Lyons, (the "TOWN").

The parties acknowledge that the above-referenced contract is subject to the provisions of 44 CFR § 13.36 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.).

This addendum is hereby expressly incorporated into the agreement between the TOWN and the Contractor. To the extent that the terms of the Agreement and this Addendum conflict, the terms of this Addendum shall control. Nothing in this Addendum shall be construed as making this Agreement contingent upon a Presidential disaster declaration or FEMA's approval or obligation of funds.

The following provisions are hereby added and incorporated into the above-referenced Agreement:

1. **Contracting with small and minority firms, women's business enterprise and labor surplus area firms.** (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. 44 CFR§13.36 (e) Procurement, (vi) Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.
2. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (*applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 44 CFR§13.36(i)(3)*)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. **ANTI-KICKBACK ACT COMPLIANCE** (*applicable to all contracts and sub-grants for construction or repair; 44 CFR§13.36(i)(4)*)

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

4. ACCESS TO RECORDS

- A. The Contractor agrees to provide the Town, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 44 CFR§13.36(i)(10).
- 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 maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date Town makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the Town, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.44 CFR§13.36(i)(11)

5. **CONTRACT WORK HOURS AND SAFETY STANDARDS** applicable to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2500 *for other contracts which involve the employment of mechanics or laborers; 44 CFR §13.36(i)(6))*

Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

NOTICE OF REPORTING REQUIREMENTS

- A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA stated in 44CFR§ 13.40 et seq., 13.50-13.52 and Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

5. **PATENT RIGHTS** *(applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))*

- A. **General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Town and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Town and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described

in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

- C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

(1) The copyright in any work developed with the assistance of funds provided under this Agreement;

(2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 44 CFR §13.34, 13.36(i)(8)- (9).

- C. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. ENERGY CONSERVATION REQUIREMENTS

A. 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. 44 CFR § 13.36(i)(13).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9. CLEAN AIR AND WATER REQUIREMENTS *(applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year; 44 CFR §13.36(i)(12))*

A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

B. Contractor agrees to report each violation of these requirements to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

10. TERMINATION FOR CONVENIENCE OF TOWN *(applicable to all contracts in excess of \$10,000;44 CFR §13.36(i)(2))*

A. Town shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Town shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective

B. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Town and to minimize the liability of Contractor and Town to third parties as a result of termination. All such actions shall be subject to the prior approval of the Town. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Town.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At Town's direction, assigning to Town any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Town shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to Town's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that Town designates to be completed prior to the date of termination specified by Town.

(7) Taking such action as may be necessary, or as the Town may direct, for the protection and preservation of any property related to this Agreement which is in the possession

C. Within 30 days after the specified termination date, Contractor shall submit to Town an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work the Town directed Contractor to perform prior to the specified termination date, for which services or work Town has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

Taking such action as may be necessary, or as the Town may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Town has or may acquire an interest.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Town, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the Town or otherwise disposed of as directed by the Town.

D. In no event shall the Town be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Town, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

E. In arriving at the amount due to Contractor under this Section, the Town may deduct:

(1) All payments previously made by Town for work or other services covered by Contractor's final invoice;

(2) Any claim which Town may have against Contractor in connection with this Agreement; (6) Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and

(3) In instances in which, in the opinion of the Town, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Town's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

F. The Town's payment obligation under this Section shall survive termination of this Agreement.

11. TERMINATION FOR DEFAULT

Contractor's failure to perform or observe any term, covenant or condition of this document (Federal Emergency Management Agency's Emergency Management Performance Grant

Program Requirements for Procurement Contracts) shall constitute an event of default under this Agreement.

A. Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from the Town to Contractor.

(2) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(3) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

B. On and after any Event of Default, Town shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement.

In addition, the Town shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to the Town on demand all costs and expenses incurred by Town in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Town shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Town and Contractor all damages, losses, costs or expenses incurred by the Town as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

C. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Except as modified herein, all terms and conditions of the existing contract between the parties remain in full force and effect.

Accepted by Contractor and Accepted by Town of Lyons on _____, 2015

By: _____
By: _____
Contractor

Town Administrator



Agenda Item # XI -3

January 28, 2016

To: Victoria Simonsen, Administrator
Lyons Town Board of Trustees

Reference: Buy Out Demolition Contract

On January 27th, bids were received for the Buy Out Demolition Project, publically opened and read aloud. More than 25 contractors attended the optional pre-bid meeting, and six (6) of those contractors submitted a bid on the project. The apparent low bidder's Project Total was (\$471,478.49 for the Base Bid and \$82,905.16 for the Alternative Bid, including a 10% contingency) from Young's General Contracting, Inc. Attached to this letter is a copy of the Bid Tabulation for your information. The amounts on the bid sheet have been verified and there are no irregularities with the low bidder and those with other bidders do not change the low bidder status.

The bid included 6 schedules to meet CDBG, HMGP, and FEMA requirements. The bid fell within the budgeted amounts for these projects.

Based on the bid evaluation and verification of the low bidding contractor's submittal, staff recommends that the Town of Lyons award this project to Young's General Contracting, Inc. in the amount of \$554,383.65 that includes the base bid and the acceptance of bid alternate 1.

Enclosures: Bid Tabulation

RESOLUTION 2016- 13

A RESOLUTION AWARDING A BID FOR DEMOLITION OF STRUCTURES ON BUYOUT PROPERTIES WITHIN THE TOWN OF LYONS TO YOUNG'S GENERAL CONTRACTING, INC. AND APPROVING AN AGREEMENT WITH YOUNG'S GENERAL CONTRACTING, INC

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

WHEREAS, the Town has completed the acquisition of numerous buyout properties in the areas most damaged by the September 2013 flood and is working toward the acquisition of the remaining buyout properties; and

WHEREAS, in order to complete the requirements of the buyout process, the Town must contract with a contractor who can demolish and remove all structures from the properties and restore the properties to their natural state; and

WHEREAS, the Town issued a Request for Bids for demolition of structures on buyout properties; and

WHEREAS, YOUNG'S GENERAL CONTRACTING, INC was the lowest responsible bidder and has represented that it possesses the skill and experience to assume responsibility for demolishing the structures on buyout properties and restoring the land to a more natural condition; and

WHEREAS, the Town's Board of Trustees desires to accept YOUNG'S GENERAL CONTRACTING, INC s bid and to enter into a contract with YOUNG'S GENERAL CONTRACTING, INC for such services.

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

Section 1. The Town Board of Trustees hereby accepts the bid submitted by YOUNG'S GENERAL CONTRACTING, INC, and authorizes the Town Administrator to execute and the Town Clerk to attest the Administrator's signature on a new Agreement(s) for Construction Services between the Town of Lyons and YOUNG'S GENERAL CONTRACTING, INC., in a form satisfactory to the Town Attorney.

Section 2. The sum of the Contracts entered into shall not exceed \$554,383.65.

ADOPTED THIS 1st DAY OF FEBRUARY 2016.

TOWN OF LYONS, COLORADO

John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk

Bid Tabulation

Buy Out Demolition Program

	Peak Environmental	JKS Industries	Fischer Construction	Property Assurance	Iron Mountain	Youngs General Contracting	Engineer's Estimate
Base Bid Amount	\$556,072.50	\$736,357.08	\$840,433.81	\$773,364.95	\$1,059,719.93	\$428,616.81	\$993,091.99
With Contingency	\$611,679.75	\$809,992.79	\$924,477.19	\$850,701.45	\$1,165,691.93	\$471,478.49	\$432,401.19
Alternate Amount	\$107,028.43	\$189,016.55	\$214,929.96	\$176,634.68	\$239,586.65	\$75,368.33	\$78,971.89
With Contingency	\$117,731.28	\$207,918.20	\$236,422.96	\$194,298.14	\$263,545.31	\$82,905.16	\$86,869.08
	\$729,411.02	\$1,017,910.99	\$1,160,900.15	\$1,044,999.59	\$1,429,237.24	\$554,383.65	\$519,270.27

Flood Recovery
Buy Out
Demolition Program

Agenda Item No: XI - 4
Meeting Date: 2/1/2016

Subject: Permission to refund residents who paid above the state mandate for Net Metering fees using 2015 SFC budget Item

Presenter: Toby Russell

Background:

The Sustainable Futures Commission (SFC) has a \$7,000 line item in our 2015 budget for "Energy Efficiency Upgrades" to act as a match against any efficiency (water/energy) program they got grants for in 2015. This budget line item did not get used in 2015. Rather than returning this line item into the General Funds the SFC recommended that they get used to refund residents who paid above the state mandate for net metering fees (see supportive documentation). As the process for moving forward cannot be retroactively applied (see below and supportive documentation) it is recommended that refunds should be given for all fees paid above \$500 state mandate as a sign of goodwill and to prevent any potential legal action that might be taken. This refund would total \$6,260.43 (see supportive documentation for breakdown).

In addition to refunding residents who paid above the mandate a brief presentation will be given on how the Town will ensure that fees are kept below the mandated amount moving forward. This involves including a requirement for flat rate on net metering permits in the soon to be issued RFP for Building Permitting Services along with the UEB recommendation that there should be no cost for the meters for existing services deciding to install solar (see supportive documentation). There may be a couple of months lag before the building permit provider has been selected and the UEB new meters are funded—during that timeframe historical data suggests that no more than two applications should be submitted.

Staff Recommendations:

This was proposed by Toby Russell, the Sustainability Coordinator and for this to move forward checks need to be cut this week in order to come from the 2015 budget.

**TOWN OF LYONS, COLORADO
RESOLUTION 2016-14**

A RESOLUTION AUTHORIZING THE PAYMENT OF REFUNDS TO LYONS PROPERTY OWNERS WHO WERE INADVERTENTLY CHARGED MORE THAN THE MAXIMUM FEE SET BY THE STATE FOR SOLAR ENERGY SYSTEM INSTALLATIONS, USING UNEXPENDED FUNDS FROM THE ENERGY EFFICIENCY UPGRADE PROGRAM

WHEREAS, the Town of Lyons has encouraged energy efficiency through several programs, including the adoption of a net metering program that makes it possible for residents who install solar energy systems to reduce their energy bills; and

WHEREAS, another program authorized the Town's Sustainable Futures Commission (SFC) to offer matching funds to residents who install energy efficiency upgrades; and

WHEREAS, the \$7,000 budgeted for the energy efficiency matching grants went unspent in 2015 and would normally be returned to the Town's general fund; and

WHEREAS, Town staff recently learned that the total fees it has charged in connection with reviewing solar energy system installation applications has exceeded the maximum established under C.R.S. Section 31-15-602; and

WHEREAS, although the overcharge was inadvertent, the Town desires to reimburse those residents who paid excessive fees, and has determined that the \$7,000 line item in the 2015 budget for "Energy Efficiency Upgrades" is adequate to cover the reimbursements and can be used for that purpose; and

WHEREAS, the Town will also take measures to ensure that future solar energy applicants do not pay more than the amount allowed by state law.

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

Section 1. The Town Board of Trustees hereby authorizes Town staff to issue refunds of any amounts paid by net metering applicants over the maximum allowed by state law, using a total of \$6,260.43 out of the \$7,000 budgeted for the energy efficiency upgrade program in the 2015 budget.

Section 2. The Board further authorizes and directs the Town Administrator and her staff to identify and implement such reasonable measures as are necessary to ensure that future net metering applicants are not charged more than the state maximum

ADOPTED this 1st day of FEBRUARY 2016.

TOWN OF LYONS

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk

Board of Trustees
Town of Lyons
Lyons, Colorado

December 16, 2015

Dear Board of Trustees,

The Sustainable Futures Commission (SFC) has a \$7,000 line item in our 2015 budget for "Energy Efficiency Upgrades" to act as a match against any efficiency (water/energy) program we got grants for in 2015. This budget line item did not get used in 2015. Rather than returning this line item into the General Funds the SFC recommends that it gets set aside for residents who paid over the State mandate of \$500 for Net Metering Fees, should the Board of Trustees chose to issue refunds. This is in alignment with the original intention of these funds as both move Lyons towards a more sustainable energy mix.

This should remove any refunding burden from the Electrical or General Funds. The SFC recommend that any excess funds after any Net Metering refund is made could at that time be placed in the General Fund. It is currently estimated that Net Metering refunds, if approved by the Board of Trustees, would not amount to more than \$7,000.

Thank you for considering this request.

Sincerely,

A handwritten signature in cursive script that reads "Coco Gordon".

Coco Gordon
Sustainable Futures Commission Co-Chair

Note: This was unanimously supported at the SFC 12/10 meeting.

Name	Permit No.	Valuation	kw	Amount Charged (Minus Taxes & Additional TOL Solar Permit Fee)	Amount to be Refunded	Electric Utility Meter Install	Electric Utility Meter Cost	Building Permit Fee	Electrical Bldg Permit Fee	Plan Review Fee
-	13LYN-00044	\$ 10,000.00	9.75	\$ 950.13	\$ 450.13	\$ 120.00	\$ 426.00	\$ 175.23	\$ 115.00	\$ 113.90
-	13LYN-00256	\$ 16,985.00	5	\$ 991.05	\$ 491.05	\$ 120.00	\$ 426.00	\$ 269.73	\$ -	\$ 175.32
-	13LYN-00257	\$ 35,429.00	6	\$ 500.00				\$ 500.00		
-	14LYN-00008	\$ 15,245.00	3.8	\$ 988.78	\$ 468.78	\$ 120.00	\$ 426.00	\$ 256.23	\$ -	\$ 166.55
-	14LYN-00119	\$ 39,000.00	7.68	\$ 1,046.00	\$ 546.00	\$ 120.00	\$ 426.00	\$ 500.00		
-	14LYN-00153	added to SFD	4	\$ 546.00	\$ 46.00	\$ 120.00	\$ 426.00			
-	15LYN-00045	\$ 10,300.00	2.28	\$ 972.40	\$ 472.40	\$ 120.00	\$ 426.00	\$ 188.73	\$ 115.00	\$ 122.67
-	15LYN-00028	\$ 3,058.00	3.8	\$ 816.48	\$ 316.48	\$ 120.00	\$ 426.00	\$ 94.23	\$ 115.00	\$ 61.25
-	15LYN-00021	\$ 17,274.17	5.1	\$ 1,046.00	\$ 546.00	\$ 120.00	\$ 426.00	\$ 500.00		
-	15LYN-00057	\$ 20,000.00	6.24	\$ 1,046.00	\$ 546.00	\$ 120.00	\$ 426.00	\$ 500.00		
-	15LYN-00329	\$ 10,625.00	3.05	\$ 914.90	\$ 414.90	\$ 120.00	\$ 426.00	\$ 188.73	\$ 57.50	\$ 122.67
-	15LYN-00330	\$ 17,676.00	4.69	\$ 981.73	\$ 481.73	\$ 120.00	\$ 426.00	\$ 229.23	\$ 57.50	\$ 149.00
-	15LYN-00390	\$ 15,700.00	4.05	\$ 1,017.50	\$ 517.50	\$ 120.00	\$ 426.00	\$ 256.23	\$ 57.50	\$ 157.77
-	15LYN-00567	\$ 20,016.00	6.62	\$ 1,026.28	\$ 526.28	\$ 120.00	\$ 426.00	\$ 256.23	\$ 57.50	\$ 166.55
-	15LYN-00661	\$ 12,000.00	8.19	\$ 937.18	\$ 437.18	\$ 120.00	\$ 426.00	\$ 202.23	\$ 57.50	\$ 131.45
-	15LYN-00672	\$ 10,300.00	4.42	\$ 368.90				\$ 188.73	\$ 57.50	\$ 122.67
-	15LYN-00677	\$ 19,276.00	5.55	\$ 480.28				\$ 256.23	\$ 57.50	\$ 166.55
-	16LYN-00004	\$ 30,000.00	5.13	\$ 480.28				\$ 256.23	\$ 57.50	\$ 166.55
-	14LYN-00141	\$ 31,000.00	11.4	\$ 1,520.29		\$ 120.00	\$ 426.00	\$ 513.81	\$ 126.50	\$ 333.98

\$	513.81	\$	126.50	\$	333.98
----	--------	----	--------	----	--------

Name	Permit No.	Valuation	kw	Amount Charged (Minus Taxes & Additional TOL Solar Permit Fee)	Amount to be Refunded	Electric Utility Meter Install	Electric Utility Meter Cost	Building Permit Fee	Electrical Bldg Permit Fee	Plan Review Fee
-	13LYN-00044	\$ 10,000.00	9.75	\$ 950.13	\$ 450.13	\$ 120.00	\$ 426.00	\$ 175.23	\$ 115.00	\$ 113.90
-	13LYN-00256	\$ 16,985.00	5	\$ 991.05	\$ 491.05	\$ 120.00	\$ 426.00	\$ 269.73	\$ -	\$ 175.32
-	13LYN-00257	\$ 35,429.00	6	\$ 500.00				\$ 500.00		
-	14LYN-00008	\$ 15,245.00	3.8	\$ 988.78	\$ 468.78	\$ 120.00	\$ 426.00	\$ 256.23	\$ -	\$ 166.55
-	14LYN-00119	\$ 39,000.00	7.68	\$ 1,046.00	\$ 546.00	\$ 120.00	\$ 426.00	\$ 500.00		
-	14LYN-00153	added to SFD	4	\$ 546.00	\$ 46.00	\$ 120.00	\$ 426.00			
-	15LYN-00045	\$ 10,300.00	2.28	\$ 972.40	\$ 472.40	\$ 120.00	\$ 426.00	\$ 188.73	\$ 115.00	\$ 122.67
-	15LYN-00028	\$ 3,058.00	3.8	\$ 816.48	\$ 316.48	\$ 120.00	\$ 426.00	\$ 94.23	\$ 115.00	\$ 61.25
-	15LYN-00021	\$ 17,274.17	5.1	\$ 1,046.00	\$ 546.00	\$ 120.00	\$ 426.00	\$ 500.00		
-	15LYN-00057	\$ 20,000.00	6.24	\$ 1,046.00	\$ 546.00	\$ 120.00	\$ 426.00	\$ 500.00		
-	15LYN-00329	\$ 10,625.00	3.05	\$ 914.90	\$ 414.90	\$ 120.00	\$ 426.00	\$ 188.73	\$ 57.50	\$ 122.67
-	15LYN-00330	\$ 17,676.00	4.69	\$ 981.73	\$ 481.73	\$ 120.00	\$ 426.00	\$ 229.23	\$ 57.50	\$ 149.00
-	15LYN-00390	\$ 15,700.00	4.05	\$ 1,017.50	\$ 517.50	\$ 120.00	\$ 426.00	\$ 256.23	\$ 57.50	\$ 157.77
-	15LYN-00567	\$ 20,016.00	6.62	\$ 1,026.28	\$ 526.28	\$ 120.00	\$ 426.00	\$ 256.23	\$ 57.50	\$ 166.55
-	15LYN-00661	\$ 12,000.00	8.19	\$ 937.18	\$ 437.18	\$ 120.00	\$ 426.00	\$ 202.23	\$ 57.50	\$ 131.45
-	15LYN-00672	\$ 10,300.00	4.42	\$ 368.90				\$ 188.73	\$ 57.50	\$ 122.67
-	15LYN-00677	\$ 19,276.00	5.55	\$ 480.28				\$ 256.23	\$ 57.50	\$ 166.55
-	16LYN-00004	\$ 30,000.00	5.13	\$ 480.28				\$ 256.23	\$ 57.50	\$ 166.55
-	14LYN-00141	\$ 31,000.00	11.4	\$ 1,520.29		\$ 120.00	\$ 426.00	\$ 513.81	\$ 126.50	\$ 333.98

\$	513.81	\$	126.50	\$	333.98
----	--------	----	--------	----	--------

Total Charged	\$ 16,610.18
Refunds for fees over \$500 (res) & \$1,000 (com)	\$ 6,260.43

NET METERING FEES: PLAN TO MOVE FORWARD

Highlighted below are the two changes in town practices that will reduce Net Metering fees below the \$500 state mandate:

Net Metering Permit Flat Fee:

The Town is issuing an RFP in the next two weeks for Building Permit Provider (as part of the towns current process to evaluate all service providers). The inclusion of a requirement for flat rate on net metering permits will be included within the RFP.

Once a new contract is issued this alone will reduce the total fees to residents applying for net meters by up to \$250.

Timeline: 2-3 months

New Meter Installation:

The Town moving ahead with the installation of new electric meters for all residents. The new meters being installed across the board will be Net Metering compatible. This will be a phased rollout but the UEB have agreed to put some of the new meters aside for Net Metering applicants.

The UEB voted to recommend "When the town begins installing the new RF electric meters, there should be no cost for the meter itself for existing services deciding to install solar because the new meters are all net metering capable."

This will reduce fees by \$546.

Timeline: 1-3 months

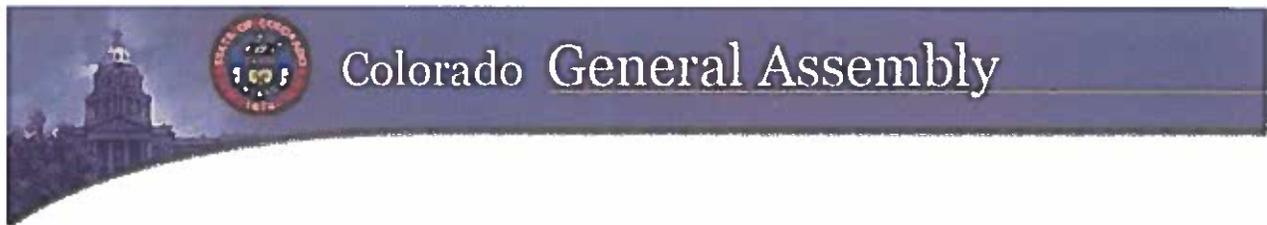
BACKGROUND: NET METERING FEE CHALLENGE

Lyons Solar Fees and State Mandate concerning Limit on Solar Device Fees

Some residents who have had solar installed have complained that the planning and utility fees charged by the Town of Lyons are too high and are in conflict with a state mandate that limit the fees that can be charged—no more than at cost or \$500 (see page 3). In addition the Town of Lyons currently has been given a Solar Friendly City accreditation that allows residents to receive a discount on solar installation from solar installers—this is being challenged by some of the solar companies as a result of our high fees that they end up incurring in Lyons.

The Town of Lyons has greater overhead behind the fees it charges than most other communities (e.g. Boulder, Lafayette, etc.) who just have permitting costs. We have our own municipal utility so have additional costs for the meter and installation. However this issue is not unprecedented as there are communities that have municipals and still charge fees less than \$500 (e.g. Aspen, Longmont, etc.).

BACKGROUND: NET METERING STATE MANDATE



HOUSE BILL 11-1199

CONCERNING LIMITS ON FEES FOR THE APPROVAL OF THE INSTALLATION OF SOLAR ENERGY DEVICES.

24-48.5-113. Limit on solar device fees - repeal.

(1) AN AGENCY, INSTITUTION, AUTHORITY, OR POLITICAL SUBDIVISION OF THE STATE SHALL:

(a) NOT CHARGE PERMIT, APPLICATION REVIEW, OR OTHER FEES TO INSTALL AN ACTIVE SOLAR ELECTRIC OR SOLAR THERMAL DEVICE OR SYSTEM THAT, IN AGGREGATE, EXCEED:

- (i) THE LESSER OF THE ACTUAL COSTS IN ISSUING THE PERMIT OR REVIEWING THE APPLICATION OR FIVE HUNDRED DOLLARS FOR A RESIDENTIAL APPLICATION OR TWO THOUSAND DOLLARS FOR A NONRESIDENTIAL APPLICATION IF THE DEVICE OR SYSTEM PRODUCES FEWER THAN TWO MEGAWATTS OF DIRECT CURRENT ELECTRICITY OR AN EQUIVALENT-SIZED THERMAL ENERGY SYSTEM; OR
- (ii) THE ACTUAL COSTS IN ISSUING THE PERMIT IF THE DEVICE OR SYSTEM PRODUCES AT LEAST TWO MEGAWATTS OF DIRECT CURRENT ELECTRICITY OR AN EQUIVALENT-SIZED THERMAL ENERGY SYSTEM.

(b) CLEARLY AND INDIVIDUALLY IDENTIFY ALL FEES AND TAXES ASSESSED ON AN APPLICATION SUBJECT TO THIS SUBSECTION (1) ON THE INVOICE.

(2) THIS SECTION IS REPEALED, EFFECTIVE JULY 1, 2018.

BACKGROUND: LEGAL STANDING ON MANDATE

Per Tim Cox his colleague, Linda Michow, looked at the issue and had the following comments:

1. *Is the Town of Lyons required to comply with HB 11-1199?* Yes. HB 11-1199 ("HB 1199") applies to "municipalities" and is declared to be "a matter of statewide concern." Therefore, as a statutory town, Lyons is subject to the requirements of HB 1199.
2. *Can the charges listed as fees by the town (i.e. electric, building, plan review, solar meter installation, solar meter, etc.) comprise in total more than \$500?* HB 1199 states that "a municipality shall not charge permit, plan review, or other fees to install an active solar electric or solar thermal device or system that, in aggregate, exceed the lesser of the municipality's actual costs in issuing the permit or five hundred dollars for a residential application or one thousand dollars for a nonresidential application..." The aggregate fees a municipality may charge for solar installations is capped at \$500. What is instructive in the bill are the phrases: "or other fees" and "in the aggregate". The implication from these references is that the total fees charged for the approval of a solar device installation permit cannot exceed \$500. Arguably, a municipality cannot circumvent the \$500 cap by breaking out fees into separate categories, such as solar meter installation or solar meter charges. Having said that, we have not researched or analyzed Lyons' solar installation fees to determination that such fees, in the aggregate, are in excess of the \$500 cap. Moreover, a court ultimately would have to determine whether the imposition of such fees violated HB 1199.
3. *Is the town required to accurately express the actual costs assigned to each of these fees?* Pursuant to HB 1199, the "municipality shall clearly and individually identify all fees and taxes assessed on an application" for a solar device. While it is a matter of accounting how the Town desires to establish and categorize the various fees associated with solar building permits, it is required to itemize any individualized fees and any use tax or other taxes charged by the Town. The total fees cannot exceed the \$500 cap. Notably, taxes are not subject to the \$500 cap.
4. *In the event that the town was in error in charging fees to residents and businesses that was more than what HB 11-1199 allowed for, should the town be obligated to refund the difference for solar systems installed after June 10, 2011?* HB 1199 does not impose penalties or require reimbursement for "over-charging." As stated in response to Question #2, until there is a legal challenge and a definitive court ruling, we cannot conclude that the Town erred in charging solar installation fees. Accordingly, as a matter of law, the Town is not obligated to refund any excess fees charged to residents after the effective date of HB 1199. The Town Board may decide, as a matter of policy, to voluntarily refund fees in furtherance of its pledge to increase solar energy usage in the Town, as set forth in its Comprehensive Plan and Sustainability Action Plan.

BACKGROUND: EXAMPLE BILL

	BUILDING DIVISION Lyons 432 5th Ave. Lyons, CO 80540 303-823-6622 Fax 303-823-8257	BUILDING PERMIT	
		Permit Number:	15LYN-00045

For Inspections call 888-774-0454

Date Issued: 04/21/2015 Job Site Address: <div style="background-color: #cccccc; width: 100px; height: 20px;"></div> Property Owner: Mailing Address: <div style="background-color: #cccccc; width: 100px; height: 20px;"></div> Phone: H: 111-111-1111 Contractor/General: CUSTOM SOLAR	Plumbing Electrical Contractor: Mechanical
---	--

Subdivision: Lyons Valley Park	Lot: 16	Block: 1	Filing:
Required Set Backs	South / Back:	East / Right:	West / Left:
Actual Set Backs	South / Back:	East / Right:	West / Left:

TYPE AND VALUE OF BUILDING	FEE ITEMS	# of Each	Amount
	Residential Electrical Fee	1.00	\$115.00
	Building Fee	10300.00	\$188.73
	Plan Review 65%	1.00	\$122.87
	109 Open Space & Recycling Tax - .	45.85	\$45.65
	106 Park Fund Use Tax	10300.00	\$48.35
	305 General Fund Use Tax	10300.00	\$92.70
	Solar Meter Install Fee	1.00	\$120.00
	Town Solar Meter Fee	1.00	\$426.00
	Total		\$1157.10

Type Alteration
 SubType Residential
 Category Residential Remodel
 Valuation 10300

LYONS, COLORADO

BACKGROUND: REFUNDS TO DATE

Permit No.	kw	Valuation	TOL Electric Utility Meter Install	TOL Electric Utility Meter	TOL Solar Permit fee	TOL/SAFEbuilt Permit Fee	TOL/SAFEbuilt Electrical fee	TOL/SAFEbuilt Plan Review	Final Amount
13LYN-00044	9.75	\$ 10,000.00	\$ 120.00	\$ 426.00	\$ 69.60	\$ 175.23	\$ 115.00	\$ 113.90	\$ 1,190.73
13LYN-00256	5	\$ 16,985.00	\$ 120.00	\$ 426.00	\$ 119.60	\$ 269.73		\$ 175.32	\$ 1,401.10
13LYN-00257	6000	\$ 35,429.00			\$ 450.00	\$ 500.00			\$ 1,555.83
14LYN-00008	3.8	\$ 15,245.00	\$ 120.00	\$ 426.00	\$ 119.60	\$ 256.23		\$ 166.55	\$ 1,349.07
14LYN-00119	7680	\$ 31,000.00	\$ 120.00	\$ 426.00		\$ 500.00			\$ 1,576.10
14LYN-00141	11.4	\$ 39,000.00	\$ 120.00	\$ 426.00		\$ 513.81	\$ 126.50	\$ 333.98	\$ 2,187.19
15LYN-00045	2.28	\$ 10,300.00	\$ 120.00	\$ 426.00		\$ 188.73	\$ 115.00	\$ 122.67	\$ 1,157.10
15LYN-00028	3.8	\$ 3,058.00	\$ 120.00	\$ 426.00		\$ 94.23	\$ 115.00	\$ 61.25	\$ 671.31
15LYN-00021	5.1	\$ 17,274.17	\$ 120.00	\$ 426.00		\$ 500.00			\$ 1,355.79



Oversight on rollout.
 Solar Permit Fee
 charged in addition to
 Building Permit Fees.
**REFUNDED ALREADY
 IN 2015 PER BOARD
 OF TRUSTEES
 REQUEST**

LYONS, COLORADO

Agenda Item No:

Meeting Date: February 1, 2016

Subject: Liquor Licensing Authority
Presenter: Jacque Watson, Deputy Town Clerk
Applicant: Corner Collective Workshops, Art Gallery Permit
Address: 318 Main, Lyons, CO

Background:

An Art Gallery Permit permits complimentary alcohol beverage service by an art gallery whose primary business is to exhibit and offer for sale works of fine art. Alcohol beverage service is limited to fifteen (15) days per year and for no more than four hours per day.

When issued, the permit will list all the dates the applicant has been approved to serve alcohol. The applicant must include on the DR 8443 Application Form at least one, and not more than 15, date(s) in which alcohol will be served. If the applicant does not list all 15 dates on the initial application, additional dates may be provided at a later time; at which time the permit will be revised to include those dates. Another option is for the applicant to provide all 15 days when making application with the understanding that the dates can be revised later in the year with a minimum of 15 days notice to the Town Clerk. Whenever the dates are revised, the permit must also be revised.

Unlike when applying for a liquor license, the following are not required when applying for an art gallery permit:

1. Background checks;
2. Establishment of needs and desires;
3. Inspection of diagramed premises; and
4. Public hearing

Although a public hearing is not required, the application must appear before the Local Liquor Licensing Authority for approval.

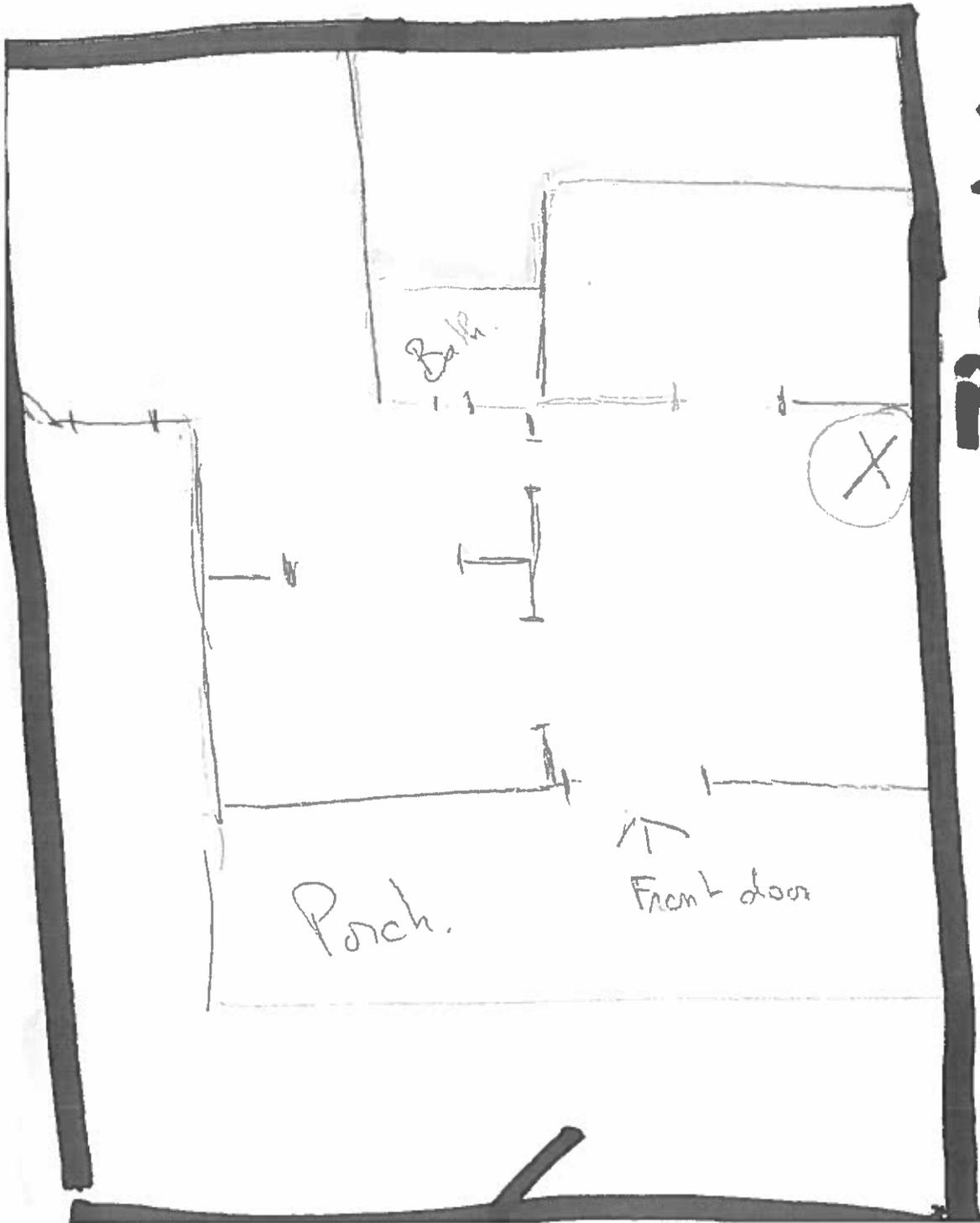
Once issued, the permit is good for one year. The year begins on the date the permit is issued (not a calendar year).

This is the second year Corner Studios has applied for an art gallery permit. In 2015, Corner Collective Workshops enjoyed the joie de vivre the Art Gallery Permit lent its studio openings.

Recommendation: Approve the Art Gallery Permit for Corner Collective Workshops for the provided dates.

ART GALLERY PERMIT APPLICATION

2341 ART GALLERY PERMIT \$71.25		<input type="checkbox"/> NEW		<input checked="" type="checkbox"/> RENEWAL	
1. Applicant Name (i.e. ABC Gallery Inc.) <i>The Corner Collective Workshops</i>			State Sales Tax Number of Applicant <i>22214184-0000</i>		
2. Trade Name of Establishment (DBA)					
3. Address <i>318 Main St</i>				Phone Number <i>303-903-2185</i>	
City <i>Lyons</i>		County <i>Boulder</i>		State <i>CO</i>	ZIP Code <i>80540</i>
4. Mailing Address (Number and Street) <i>PO Box 1163</i>		City or Town <i>Lyons</i>		State <i>CO</i>	ZIP Code <i>80540</i>
<ul style="list-style-type: none"> Attach a copy of a deed or lease in the exact name of the applying entity only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance). Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed. <p>Pursuant to 12-47-422, C.R.S., Applicant hereby states that it qualifies for an Art Gallery Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority and Local Licensing Authority:</p> <p><input checked="" type="checkbox"/> That it does not sell alcohol beverages by the drink.</p> <p><input checked="" type="checkbox"/> That it will not serve alcohol beverages for more than 4 hours in any one day, no more than 15 days per year as follows:</p>					
Date: <i>02/20/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>05/31/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>06/03/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>07/01/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>08/05/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	
Date: <i>09/12/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>10/17/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>11/04/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>11/25/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>12/02/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	
Date: <i>03/14/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>07/09/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>10/17/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>08/19/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	Date: <i>04/16/16</i> From: <i>5 pm</i> To: <i>9 pm</i>	
OATH OF APPLICANT					
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.					
Signature <i>[Signature]</i>		Title <i>Owner</i>		Date <i>01/21/16</i>	
REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)					
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended.					
THEREFORE, THIS APPLICATION IS APPROVED.					
Local Licensing Authority (City or County) <i>Town of Lyons</i>				Date filed With Local Authority <i>1-21-16</i>	
Signature <i>[Signature]</i>		Title <i>Mayor</i>		Date	
REPORT OF STATE LICENSING AUTHORITY					
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.					
Signature		Title		Date	
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY					
Liability Information					
County	City	Industry Type	License Account Number	Liability Date	License Issued Through (Expiration Date)
			FROM	TO	
Cash Fund 2341-100 (999)	City 2180-100 (999)	County 2190-100 (999)			
			TOTAL		



*.
LICENSED
PREMISE

