

Workshop 5:30 pm – 6:45 pm
PRESENTATION OF LYONS PARKS FLOOD RECOVERY PLAN/PROCESS – DHM
Design/Ballard King Associates/Parks Staff

DRAFT AGENDA
TOWN OF LYONS

7:00 P.M., MONDAY, MARCH 21, 2016

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

- I. Roll Call and Pledge of Allegiance
- II. A Reflective Moment of Silence
- III. Approval of the Agenda
- IV. Sgt Nick Goldberger, Sheriff's Dept Report
- V. Audience Business - Limited to 15 minutes - All comments will be limited to 4 minutes per person
- VI. Housing Committee Update
- VII. 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 **Continue to April 4, 2016 BOT Meeting**
- VIII. Consent Agenda
 1. February 16, 2016 BOT Meeting
 2. March 2016 Accounts Payable
 3. Resolution 2016-32, a Resolution to Accepting Boulder County Environmental Sustainability Matching Grant Funds and Approving a Related Intergovernmental Agreement with Boulder County.
 4. March 7, 2016 BOT Meeting Minutes
 5. Resolution 2016, a Resolution Approving Contract with _for the – Water Transmission Project/Main St **Pending**
 6. Resolution 2016-33, a Resolution Supporting Eco-Cycle's Application for an EPA Environmental Education Grant to Develop a Zero-Waste Action Plan for the Town
 7. Resolution 2016-34, a Resolution Authorizing a Contract with Ground Engineering Consultants for Quality Assurance and Materials Testing for Lyons US-36 Streetscape Program
 8. Resolution 2016-35, a Resolution Approving the Boulder County Hazard Mitigation Plan That Meets the Requirements Established by Title 44 CFR 201.6, Pending its Adoption.
 9. Financial Update for January and February 2016 – this item will be emailed to you over the weekend by Finance Director Tony Cavalier
 10. February 23, 2013 Special BOT Meeting Minutes
- IX. General Business
 1. Resolution 2016-36, a Resolution Approving the Lyons Parks Flood Recovery Plan **Go to the link to see the Plan**
<https://securisync.intermedia.net/web/s/YupZDSpavFPKKuKyhNLVAA>
 2. Resolution 2016-37, a Resolution Approving a Contract with DHM Design for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW:20E

X. Items Removed from the Consent Agenda

XI. Trustee Reports

XII. Staff Reports - will be sent tomorrow

XIII. Executive Session

Executive Session pursuant to C.R.S. Sec. 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators regarding terms and conditions of a utility easement to be acquired by the Town for a pending public works project.

XIV. Adjournment

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

Workshop

6:00 PM – 6:50 PM - URA Discussion Concerning Amendments to By-Laws

MINUTES

TOWN OF LYONS

7:00 P.M., TUESDAY, FEBRUARY 16, , 2016

BOARD OF TRUSTEES MEETING

SHIRLEY F. JOHNSON COUNCIL CHAMBER

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

I. Roll Call and Pledge of Allegiance

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

II. A Reflective Moment of Silence

III. Approval of the Agenda

Motion: Mayor Pro Tem Sullivan moved to approve the agenda with the addition of item # X-6 and pulling item # X-5 from the Consent Agenda and continuing item IX-2 to the March 7, 2016 BOT Meeting.

Action: Approve, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee James Kerr.

Motion passed unanimously.

IV. Sgt Nick Goldberger, Sheriff's Dept Report

Sgt Goldberger presented the yearly comparisons for "Calls for Service" and "Incident Reports" generated by the Sheriff's Dept and the Boulder County Dispatch Center. The years of comparison were 2014 and 2015.

V. Audience Business - Limited to 15 minutes - All comments will be limited to 4 minutes per person

1. Nicholas Angelo stated he had read an article in the paper last week and he was not pleased, some comments were very distressing. Mr. Angelo stated I don't think we need to divide the town any further, the town  has been divided on the housing vote, I understand what it feels like to lose a vote, but we have to be careful when we speak to the press, no offense to the press but they have a very nasty habit of taking things out of context and making a story a story, the word that hurt the most were "look at your neighbors", in quotes. Mr. Angelo stated I have had neighbors I did not agree with but I would not be the one who broke the covenant of love thy neighbor. Mr. Angelo stated the town is somewhat divided now and we need to bring the town together, we don't need the comment look at your neighbor.

Mr. Angelo stated Mayor O'Brien you have the authority to allow public comment where you see fit; I personally have a problem with the public not being allowed public comment under resolutions, with respect I would ask that the audience be allowed to comment on the resolutions concerning the URA tonight.

Motion: Mayor Pro Tem Sullivan moved to close as the BOT and reopen as the Lyons Local Liquor Authority.

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

Motion passed unanimously.

VI. Lyons Local Liquor Authority

1. Hotel & Restaurant Liquor License – Farmer Girl

Town Administrator reported the owner of Farmer Girl, Tim Pane is present to answer any questions the BOT may have.

Town Administrator reported this is a license transfer of a Hotel Restaurant License from Local Eat+Drink at 432 Main Street, Lyons to Farmer Girl. The application was filed on January 11, 2016, the town must hold the license for not less than 30 days, and this date represents 37 days. The Local Licensing Authority does not have to hold a public hearing for this matter but may do so if they choose to. The public notice on this matter was posted on the premise on

January 14, 2016; publication of the hearing was published in the Lyons Recorder on January 21, 2015, which was at least 10 days prior to the public hearing. The evidence submitted shows the applicant is leasing the premises where the proposed liquor license transfer will be utilized from Squier Reality, LLC, and that Squier Reality, LLC is the lawful owner of the premise. That selling liquor in the manner currently proposed in the application is not in violation of the zoning codes as stated in the Lyons Municipal Code. The Colorado Bureau of Investigation is conducting a background investigation on Timothy Payne, owner of Farmer Girl. The applicants have received a temporary license they can use immediately. If the background check comes back with evidence that the Local Licensing Authority should consider, a

61 public hearing shall be set to review the application.  No comments have been received for or against the
62 license.
63 Mayor O'Brien welcomed Mr. Payne to the town. BOT discussion.
64 **Motion:** Trustee Barney Dreistadt moved to approve the transfer of the Hotel Restaurant License from Local
65 Eat+Drink at 432 Main Street to Farmer Girl.
66 **Action:** Approve, **Moved by** Trustee Barney Dreistadt, **Seconded by** Mayor Pro Tem Connie Sullivan.
67 Motion passed unanimously.
68 **Motion:** Mayor Pro Tem Sullivan moved to close as the Lyons Local Licensing Authority and open as the BOT
69 **Action:** Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Barney Dreistadt.
70 Motion passed unanimously.
71

72 VII. Lyons URA Authority **(THESE ARE YOUR WORKSHOP MATERIALS)**

73 1 Resolution 2016- 1, a Resolution of the Town of Lyons Urban Renewal Authority Designating Legal Counsel
74 Town Administrator Simonsen reported this did not require a formal request for an RFP, typically the town goes out
75 to bid every 5 years, and this is an engagement letter. Town Administrator Simonsen reported two firms were asked
76 for an engagement letter the other firm was none responsive, staff recommends moving forward with Carolynne C.
77 White, Esq. of Brownstein Hyatt Farber Schreck, LLP as legal counsel for the Authority. Town Administrator Simonsen
78 reported Carolynne C. White, Esq. of Brownstein Hyatt Farber Schreck, LLP are expensive but they are specialized in
79 this area, they have provided pro bono services for the Town since the September 2013 Flood. Town Administrator
80 Simonsen reported it is important that the town have someone who is on top of the issues. The town would be
81 engaging with the firm as needed for this year, it is not an annual contract.

82 BOT discussion concerning the engagement letter, only paying as needed, budget of up to \$60,000 for the formation
83 of the URA and surveys. Town Administrator Simonsen reported Carolynne C. White, Esq. of Brownstein Hyatt Farber
84 Schreck, LLP have a good understanding of the town and the new URA rules and regulations. Town Administrator
85 Simonsen reported there is a different rate of pay for each person at the firm, Caitlyn Quander is at a lower rate of
86 pay and will be the one the town will be working with the most, and they are one of the best firms in the state for
87 URA's. BOT discussion concerning outreach to other government entities, involving those entities in an informal way
88 to begin with , IGA with the St. Vrain School District, reaching out to Special Districts, strategic planning workshop for
89 the BOT, URA member being more accountable if they are the BOT.
90 **Motion:** Mayor Pro Tem Sullivan moved to approve Resolution 2016-1.
91 **Action:** Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Dan Greenberg.
92 Motion passed unanimously.
93

94 2. Resolution 2016 -2, a Resolution of the Town of Lyons Urban Renewal Authority Approving an Amendment to its
95 Bylaws
96 Caitlyn Quander reported Resolution 2016-2 and 2016-3 are at the request of a town citizen, one has been addressed
97 in the bylaws the other two are in the resolutions for your consideration, the first one this would make decisions
98 subject to the initiative under CRS. Ms. Quander reminded the URA Board that it takes a vote of 2/3 to amend the
99 bylaws. Ms. Quander reported as legal counsel they do not recommend adopting Resolution 2016-2 and Resolution
100 2016-3 due to pending litigation in Lakewood now.

101 Caitlyn Quander reported the Lyons Urban Renewal Authority is authorized by C.R.S. § 31-25-105(1)(a) to make and
102 adopt bylaws, orders, rules, and regulations to effectuate the purposes of Part 1 of Article 25 of Title 31, Colorado
103 Revised Statutes (the "Urban Renewal Law"). On June 1, 2015, the Authority adopted bylaws in order to allow for the
104 efficient and orderly operations and conduct of the Authority and to effectuate the purposes of the Urban Renewal
105 Law. Pursuant to Article VI of the Bylaws, the Bylaws may be amended by an affirmative vote of two-thirds of the
106 membership of the Commissioners of the Authority. Two possible amendments to the Bylaws are proposed and a
107 Resolution has been prepared for each so the Board of the Authority may consider adopting one, both or none of the
108 Resolutions.

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

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

118 BOT discussion concerning URA members being the BOT elected officials of the URA. Ms. Quander reported the
119 current bylaws state in Section 1 that the BOT is the body that sits as the URA, the BOT would give up their seat on
120 the URA when their term was over. BOT discussion the BOT being the elected officials for the URA, a vote of 2/3rds
121 of the BOT could change that the elected officials of the BOT be the URA, would there be a way to state in the bylaws
122 that the URA would be the BOT elected officials unless it was a unanimous vote of the URA, the URA would have to go

back to the BOT it would have to go back to the BOT to appoint the URA members, when the URA would act, if changed the Mayor would appoint. Trustee Greenberg asks if it would be possible under the current URA, until the URA plan changes that it remain with the BOT until the new BOT is elected, so elected official would serve until the new BOT adopted, until it sunsets and then it would revert to the 2/3 vote to make changes. Ms. Quander stated

Trustee Greenberg's suggestion could come forward as a separate resolution. 

Mayor O'Brien called for a motion.

Resolution 2016-2 fails for lack of motion.

3. Resolution 2016-3, a Resolution of the Town of Lyons Urban Renewal Authority Approving an Amendment to its Bylaws (concerning private property)

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.

Caitlyn Quander reported eminent domain is a tool that can be used by the URA with the same caution as the BOT currently has, the BOT has not used it. Carolynne C. White, Esq. of Brownstein Hyatt Farber Schreck, LLP would recommend taking this off the table at this time not knowing what may happen in the future. BOT discussion concerning when eminent domain can and can't be used and if it were to be used what the process would be. Ms. Quander stated this plan excludes all residential properties; the BOT could not apply eminent domain to any residential property. In the future if a new plan is adopted the URA could also exclude residential properties. Ms. Quander reported eminent domain is rarely used and requires a substantial due process, fair value for property paid; the property is always paid for. BOT discussion included tax increments – how they work, how the base is established, URA workshops, revisiting specific projects, bigger residential buyout properties may be included but not the smaller ones, streets, parks, commercial and municipal properties included that were in the Master Plan. Mayor Pro Tem Sullivan stated she did not think the BOT should approve this resolution, over the years have seen some instances where you may need the tools, I am not concerned that this would be abused as the town does not have a history of

abusing eminent domain. 

Mayor O'Brien calls for a motion.

Resolution 2016-3 fails for lack of motion.

Motion: Mayor Pro Tem Sullivan moved to close as the URA and reopen as the BOT.

Action: Approve, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee Dan Greenberg.

Motion passed unanimously.

VIII. Confluence Update Signal at McConnell/Stone Canyon Update

Joe Kubala, Project Manager reported there will be a temporary closure to the right hand turn lanes during the start of the construction of the signals at McConnell/Stone Canyon. These closures will begin on Monday, February 22nd and will remain closed for the duration of the project. Mr. Kubala reported barrels and signs will be in place to show the lane closures. Trustee Dreistadt asked that an email blast go out concerning the project lane closures. Discussion concerning the project schedule. Mr. Kubala reported the project would be complete before this summer.

Mr. Kubala reported the projects in the Confluence Area are going well. The Town has closed on 14 properties in Phase 1, all 14 properties are in different phases of demolitions, all of these 14 homes will be demolished by the end of February. Mr. Kubala reported there are 5 homeowners who are still undecided concerning the buyout program and at some point after the first of March the State will be giving us a deadline for those property owners. Trustee Kerr asked where the two bigger properties were in the process. Town Administrator Simonsen reported the Stacy property has been closed and it appears the trailer court property will move forward by the end of the month. Trustee Johnson asked if the town was recording this for the history of the town. Town Administrator Simonsen reported pictures are being taken of the home and the home owners at closing. Town Administrator Simonsen reported all properties that are being demolished this month will be seeded with rough grass by the end of this month. Mr. Kubala complimented reported Town Administrator Simonsen and Rosi Dennett on how the closings are being handled. Town Administrator Simonsen reported they are being very respectful of the mixed emotions of the homeowners.

186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248

IX. Ordinances

1. Public Hearing - Ordinance 998, an Ordinance Approving an Extension of the Temporary Moratorium on the Acceptance and Processing of Any Applications or Petitions for Annexation for any Property within the Lyons Planning Area, in the Eastern Corridor and Western Planning Areas, Declaring an Emergency

 Town Administrator Simonsen reported Eastern Corridor Planning Area 90-Day Temporary Annexation Moratorium – an Ordinance Approving an Extension of the Temporary Moratorium on the Acceptance and Processing of any Applications or Petitions for Annexation for any Property Within the Lyons Planning Area Pending the Completion of a Master Planning Process for the Lyons Planning Area, and Declaring an Emergency. The purpose of the Annexation Moratorium was to allow for the Master Plan of the Primary Planning Area to be completed before the Town started considering annexation applications. During the RFP process for hiring a consultant firm to perform the Master Plan, it became clear that the proposed timeline for the Master Plan, which was based on the 90 Day Moratorium, was too short and did not allow sufficient time for a project with a scope of work as involved as the Master Plan process is. Staff recommends extending the Temporary Annexation Moratorium for an additional 30 days, for a total of 120 days from January 4, 2016, moving the sunset date back from April 4, 2016 to May 4, 2016. Trustee Kerr reported Matt Manley, Project Manager presented this to the PCDC and if the moratorium were extended it would give the contractor more time to complete the Master Planning Process. Town Administrator Simonsen reported 4 proposals came in today. The BOT asked if anyone on the Eastern Corridor is asking to annex. Town Administrator Simonsen reported there is only one interested person in the que on the Eastern Corridor. Mayor Pro Tem Sullivan stated the time period being asked for is such a short period of time, this feels like a convenience versus an emergency.

BOT discussion included what would happen if the moratorium expired before getting the plan in place, annexation applications accepted before the plan could be completed may not meet the comp plan, does not appear to be as critical since the town is not in the NDRC competition any longer, can the BOT just not accept a petition to annex until

the plan is complete,  would it look like the town does not want any annexations, difference between the eastern and western corridor, what would the gap be if the BOT went with the normal procedure for an ordinance versus the emergency ordinance, passing on first reading versus an emergency.

Mayor O'Brien opened the Public Hearing at 8:18 pm and closed the Public Hearing at 8:19 pm with no one speaking.

Motion: Trustee Dreistadt moved to table Ordinance 998 to after Items Removed from the Consent Agenda, while Town Attorney Guckenberger changed the Ordinance from an Emergency to an Ordinance for first reading.

Action: Approve, Moved by Trustee Barney Dreistadt, Seconded by Trustee LaVern Johnson.

Motion passed unanimously.

Town Attorney Guckenberger stated not passing as an emergency would leave a small gap of 4-5 days; the risk the BOT would take would be if any applications come in the door. Mayor Pro Tem Sullivan stated she is struggling to connect the risk of an annexation coming in the door to an emergency. Trustee Greenberg stated wanting the plan to be in place in an orderly fashion is a necessary component for an emergency. Mayor Pro Tem Sullivan reported I

would prefer not to do this as an emergency, what is the true risk here?  Trustee Kerr stated he would rather see this pass as an Emergency, a lot of people who came to the bid proposal were concerned about the time the moratorium would expire, that is why Matt Manley put this forward, in my mind it is an emergency due to the bid proposals, the PCDC felt the same way, the agenda was published and no one is here to complain.

Nick Angelo stated the plan Matt Manley has in place is a beautiful plan, the plan is strategy and public input, requesting this ordinance as an emergency is valid. Trustee Weller asked if the formal extension would improve the caliber of the plan. Trustee Kerr stated the delay of a month would allow more time for who gets the contract. Mayor Pro Tem Sullivan stated she was struggling with passing this as an emergency ordinance, it is more on principal. Trustee Greenberg stated this is before us a second time now as an emergency, this is an emergency out of making, staff has had ample time to have this completed the regular way, the emergency seems to be a bit of a convenience because we did not hit the calendar correctly, this is the issue I have with this. Mayor O'Brien stated the result would be about the same, there would only be a gap of a few days following the regular process, I too have concerns about using an emergency ordinance.

Motion: Mayor Pro Tem Sullivan moved to approve Ordinance 998 on first reading with striking and declaring an emergency in the title, take out the 7th whereas, take out section 5 and change to read first and second reading with dates.

Action: Approve, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee Dan Greenberg.

Vote: Motion failed (summary: Yes = 3, No =4, Abstain = 0).

Yes: Mayor John O'Brien, Mayor Pro Tem Connie Sullivan, Trustee Dan Greenberg.

No: Trustee Dawn Weller, Trustee James Kerr, Trustee Barney Dreistadt, Trustee LaVern Johnson

Motion: Trustee James Kerr moved to approve Ordinance 998 as an Emergency.

Action: Approve, Moved by Trustee James Kerr, Seconded by Trustee LaVern Johnson.

Vote: Motion passed (summary: Yes = 6, No = 1, Abstain = 0).

Yes: Mayor John O'Brien, Trustee Barney Dreistadt, Trustee Dan Greenberg, Trustee Dawn Weller, Trustee LaVern Johnson, Trustee James Kerr.

No: Mayor Pro Tem Connie Sullivan.

249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310

- 3. 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 MARCH 7, 2016 BOT MEETING) This item was continued to the March 7, 2016 BOT Meeting.

X. Consent Agenda

- 1. February 2016 Accounts Payable
 - 2. February 1, 2016 BOT Meeting Minutes
 - 3. Resolution 2016-16, a Resolution Approving and Easement Between Latter Day Saints Church and Town of Lyons
 - 4. Resolution 2016-17, a Resolution Approving Change Order #2 in the Amount of \$3,186 to the Contract with Bryan Construction, INC, for the Lyons Depot Library Rehabilitation/Renovation
 - 5. Resolution 2019-19, a Resolution Approving Change Orders 8-22B with the Exception fo Change Orders 12, 14, 17-19, and 21 to Krische Constriction for Meadow Park Phase II Construction
 - 6. Resolution 2016-20, a Resolution Appointing Two New Members to the Board of Trustees of the Lyons Regional Library District
- Motion: Mayor Pro Tem Sullivan moved to approve the Consent Agenda minus #5.
Action: Approve, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee Dawn Weller.
Trustee Johnson asked to have item #4 also removed from the Consent Agenda. Mayor Pro Tem Sullivan and Trustee Weller both accepted Trustee Johnsons amendment.
Motion passed unanimously.

XI. General Business

- Resolution 2016-18, a Resolution Awarding a Bid to and Approving a Contract with ICON Engineering INC, to Conduct a Storm Drainage Master Plan
- Town Administrators Simonsen reported the Town of Lyons was awarded a CDBG-DR grant (CDBG-DR P15-044) and is under contract with the State of Colorado for the completion of a Stormwater Master Plan study and Electric Capital Improvement and Rate Study, a combined grant amount of \$315,884.00. The Town prepared and issued a Request for Proposals from contractors able to complete the Stormwater Master Plan study in accordance with the Grant and Contract with the State, one firm submitted a proposal, and that firm was found to be qualified as judged by the Town Staff and Utility and Engineering Board. The scope of work and ensuing proposal exceeded the budget for the project and Town Staff, with recommendations from the Utility and Engineering Board and Sustainable Futures Commission, has adjusted the scope of work in a manner that the grant requirements can be met and the desired outcome still attainable. Following the suggested adjustments in scope and corresponding reduction in proposed compensation, Town staff determined that Icon Engineering, Inc. was the lowest responsible bidder, although the adjusted scope and compensation will result in the project still being over budget by approximately \$20,000 when accounting for expenses already incurred to the grant. Town staff recommends that the Board of Trustees award the bid for the Stormwater Master Plan study to Icon Engineering, Inc. and proceed with a budget adjustment to cover the difference, or proceed with requesting that the Grantor shift funds to this study from the electric study. BOT discussion concerning the town CIP, prioritizing the towns needs over the years, electric and storm water plans by September, modifying the year from 2015 to 2016. 
- Motion: Mayor Pro Tem moved to approve Resolution 2016-18 with modifying the year in the contract from 2015 to 2016.
Action: Approve, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee James Kerr.
- Motion passed unanimously. 

XII. Items Removed from the Consent Agenda

- 4. Resolution 2016-17, a Resolution Approving Change Order #2 in the Amount of \$3,186 to the Contract with Bryan Construction, INC, for the Lyons Depot Library Rehabilitation/Renovation
- Town Administrator Simonsen reported the Board is aware that Town staff has been working diligently towards the repair and rehabilitation of the Lyons Depot Library through grants provided by DOLA Energy Mineral Impact Fund, History Colorado- The State Historic Fund, Lyons Community Foundation, and Longmont Community Foundation in addition to insurance payment for flood and hail damage. The attached Change Order #2 for Bryan Construction summarizes 5 additional construction changes requested by the project for a net change order of \$3186. All individual change orders in this set are minor. PCO 017 is a credit thanks to Raul and Abraham Vasquez of Blue Mountain Stone, Inc. They are donating sandstone wall caps for along the ramp from the freight building addition to the original depot. This upgrade will be more attractive than the budgeted laminate and visually tie the buildings together. PCO 016 and 021 were required to connect the heating and AC per code. PCO 018 and 023 allow finishing of the original baggage room without addition of non-historic base or ceiling boards. After this adjustment there is \$9287 of the original \$27,632 in contingency funds remaining for the project. The work is greater than 80% complete. A couple other small change orders are expected. If contingency funds remain available we plan to add back items such as window coverings that were removed from scope as part of value engineering.

311 Interior completion is still anticipated early March with exterior completion estimated for April, but could be earlier or
 312 later depending on weather. Staff recommends approval of Resolution 2016-17.
 313 BOT discussion concerning the change order/5 small changes to the contract, the project is 80% complete and is still
 314 within the contingencies.
 315 **Motion:** Trustee Johnson moved to approve Resolution 2016-17
 316 **Action:** Approve, Moved by Trustee LaVern Johnson, Seconded by Trustee James Kerr.
 317 Motion passed unanimously.
 318

319 5. Resolution 2016-19, a Resolution Approving Change Orders 8-22B with the Exception fo Change Orders 12, 14, 17-
 320 19, and 21 to Krische Constriction for Meadow Park Phase II Construction
 321 Town Administrator Simonsen reported in September of 2015 Krische Construction began flood recovery work in
 322 Meadow Park to complete phase II. The project is moving along and is still on schedule to be completed in May of
 323 2016. Work completed to date includes clearing and grubbing of site, tree removal, sewer line installation with
 324 manholes one through nine, new gas main to the restrooms, electric main lines, and foundation pours for new
 325 restroom, picnic shelter and WPA Shelter, framing of the new restroom, completion of river structures one through
 326 four, survey work. The next phase of work will continue through the winter and will encompass the remainder of
 327 river structures three through eight, framing of concessions stand, new restroom and WPA Shelter, water main
 328 installation, grading, survey of remaining park features to include the ice rink, playgrounds, trails, camping sites,
 329 lighting, signage and landscaping. Like any large construction project we have incurred some add services/change
 330 orders to the original contract. Some of these changes have been credits for design changes or material adjustments
 331 and others have been additional charges for items that were not in the drawings during the bidding process. These
 332 change orders have not caused any delay to the project schedule and are listed below;

| | | CREDIT | ADD |
|--------------------|---|-------------------|--------------------|
| Change Order # 8 | Add Sewer line at Concession Building | | \$4,106.00 |
| Change Order # 9 | Changes to east playground | | \$2,332.00 |
| Change Order # 10 | Waterline to Ice Rink and add valve box | | \$4,446.00 |
| Change Order # 11 | Deleted and added to COP #22A | | |
| Change Order # 13 | Credit to delete 6" electrical main/use existing | \$8,268.00 | |
| Change Order # 15 | Credit for deletion of sanitary napkin dispensers | \$186.00 | |
| Change Order # 16 | Powder coat drinking fountains | | \$705.00 |
| Change Order # 20 | Add coin change machines/power | | \$4,649.00 |
| Change Order # 22A | Shower coin box (5) | | \$9,441.00 |
| Change Order # 22B | Electric for shower coin boxes | | \$4,179.00 |
| | Total | \$8,454.00 | \$29,858.00 |

333

334 The Meadow Park Phase II contract was a not to exceed amount of \$6,172,760.00 but has a contingency to include
 335 these change orders. Change orders 1-7 were an additional \$11,707, change orders 8-22A/B are an additional \$21,404
 336 which brings the total adds on for the contract to \$33,111.00. Staff recommends approving the change orders.
 337 Mayor Pro Tem Sullivan stated in the 4th whereas, change orders 1-7 were presented to the BOT, the BOT did not
 338 approve the changes orders. Town Administrator Simonsen reported the grant languages states up to 15%, I have
 339 asked the attorneys to change the first resolution, and this will make the BOT aware of the towns procurement
 340 policy. Completion dates for Phase 2 is May 2016, then 30 days to water and let the sod sit before the park will be
 341 opened to the public. Rededication of Meadow Park will be for the town only, so that the town can see Meadow Park
 342 first. 
 343 **Motion:** Mayor Pro Tem Sullivan moved to approve Resolution 2016-19 with the following changes, in the 4th
 344 whereas strike approval and change the date to January 19, 2016.
 345 **Action:** Approve, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee James Kerr.

346 Motion passed unanimously.

347

348 XIII. Trustee Reports

349 Trustee Weller reported SFC approved an article on ice melt that will appear in the Redstone next month. This month
350 Greg Lowe will have an article in the Redstone concerning the subtle differences in different ice melt products.

351 Trustee Weller reported the SFC declined the rebate program for the ice melt stating it is best to keep your walks
352 shoveled, none of the products are the best, SFC determined the rebate was not appropriate. Trustee Weller reported

353 Toby Russell is working on finding the best place for the electric charging station. 

354 Trustee Kerr reported the UEB will be meeting tomorrow afternoon. Trustee Kerr reported he would be attending the
355 MEAN meeting on Friday the 19th.

356 Mayor O'Brien reported he attended the Consortium of Cities last Wednesday and he sent the BOT handouts from
357 the meeting and an article on affordable housing

358 Trustee Greenberg reported the Library District met tonight and they have made the decision that the Library will stay
359 on Main Street at their current location until the new library can be built.

360 Trustee Greenberg is working with the St Vrain School District to create an access to the high school campus for a

361 gate sufficient in size to get a bike through; this would also benefit the high school cross country team. 

362 Trustee Dreistadt reported he had attended the Colorado Main Street Downtown and has information to share
363 concerning Main Street Programs/Projects and how the URA can help with drafting technical and grant assistance.

364 Beautification of our downtown will help economic development overall. Trustee Dreistadt reported he has
365 requested the presentation and will forward it to the BOT.

366 Trustee Dreistadt reported three 5th grade students came to the EDC meeting and made a presentation about the
367 Alonzo Clemons story, the story inspired the kids, and their presentation was very organized and presented their
368 desire to buy a mountain lion statute as a legacy for the 5th grade class to give to the school. They are now trying to
369 come up with ideas to raise money to buy the statue. Trustee Dreistadt reported he was inspired by the kids.

370 Trustee Johnson reported Oskar Blues was inviting BOT candidates to participate in a question and answer meeting.
371 Trustee Johnson invited the BOT for a tour of Meadow Park on March 14th at 5:00 pm with the Parks and Rec Board.

372 Trustee Johnson reported Lyons will be celebrating its 125th Anniversary on April 2, 2016 at Town Hall Plaza at 12:00
373 pm., with cake and coffee. Trustee Johnson reported they would also be celebrating the 125th Anniversary during
374 Good Old Days and hopes to have some of the Old Timers around town speak during the event and maybe get some
375 of the Grade School children to do a play.

376 Trustee Johnson reported Lyons Post Office Manager is unhappy with people parking in the Post Office parking lot
377 during Lyons events.

378

379 XIV. Staff Reports

380 Town Clerk Anthony updated the BOT on the upcoming election for mayor and trustees on April 5, 2016 Election.

381 Town Administrator Simonsen updated the BOT on the following.

382 Response to Widner, Michow and Cox, LLP for the town records to go with Michow, Cox and McAskin, LLP – files will
383 go with Michow, Cox and McAskin for now.

384 Staff and Michow, Cox and McAskin, LLP have devised an efficient spreadsheet with existing projects, this will make
385 sure we get information to them and they get what we need back from them in a timely manner. Staff will be working
386 with Kathie Guckenberger as the point person for Lyons and Marcus McAskin for all planning issues.

387

388 The Town will go out for an RFP for Town Attorney and Town Planner by the end of the March.

389

390 Parks & Rec Commission has their survey results, Town Administrator Simonsen stated she would forward the results
391 to the Mayor and Trustees.

392

393 Staff has been working with eco cycle to move the recycle bins down to the wastewater plant.

394

395 Highland Ditch Meeting, Town Administrator Simonsen, John O'Brien and Connie Sullivan attended this meeting.
396 There will be a special meeting and we are hoping that they will continue to work with the working group and FEMA.

397

398 Final site plans for the Public Works Building has been sent to FEMA. FEMA has up to 6 months to make a decision;
399 the cost will be \$3.8 million.

400

401 Boulder County Sheriff Dept – Active Shooter Training at the Lyons High School and will follow up with the town to
402 prepare for potential situations.

403

404 Lyons Regional Library District has chosen to stay on Main Street, the Lyons Depot will now be used as a Municipal
405 Office, those employees at the Annex will move the Lyons Depot. The move should take place in April.

406

407 Staff will be meeting with DOLA/Don Sandoval in March to discuss the current grant positions.

408

409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427

CDPHE water system inspection is scheduled for March 1, 2016, staff is preparing for the audit.

Meadow Park - Golden eagles are here, we are monitoring have two nests, it appears they are working on two new nests.

Town Administrator Simonsen will be attending the CCCMA Conference in Glenwood Springs next Thursday and Friday.

XV. Adjournment – Mayor Pro Tem Sullivan moved to adjourn the meeting at 9:52 pm, Trustee Greenberg seconded the motion, with all in favor thereof.

Respectfully submitted by;

Deb Anthony, MMC – Town Clerk

Mayor John E O'Brien

428
429
430
431

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

Town of Lyons
A/P Summary Bi-Monthly
3/21/16

| Date & Check # | Handchecks | Description | Amount |
|------------------------------|---------------------------|-----------------------------------|------------------------|
| 03/10/2016 94092 | JLB Companies | HMGP Buyout & Demolition Engineer | \$ 12,155.00 |
| 03/10/2016 94093 | Peak Environmental | HMGP/CDBG Buyout Demolition | \$ 463,232.42 |
| 03/10/2016 94094 | SJR Environmental Conslt | HMGP/CDBG Environmental test/mitg | \$ 49,752.65 |
| 03/11/2016 94096 | Krische Construction, Inc | FEMA Meadow Park Phase II Const | \$ 974,972.67 |
| 03/11/2016 94097 | Suzanne Guthrie | Utility refund | \$ 51.89 |
| 03/11/2016 94098 | Front Range Land Solutior | HMGP/CDBG Buyout | \$ 11,340.00 |
| 03/14/2016 94099 | U.S. Postmaster | postage for election ballots | \$ 397.65 |
| 03/16/2016 94100 | Peak Environmental | CDBG 341 Park (Stacy) Demolition | \$ 35,567.42 |
| 03/16/2016 94101 | Peak Environmental | CDBG 341 Park (Stacy) Demolition | \$ 5,392.82 |
| Total Handchecks..... | | | \$ 1,547,469.70 |

Payroll 3/11/16 **\$ 42,564.49**

| <u>Unpaid Invoices - Vendor</u> | Amount | Grant Funds | Grant Name |
|---------------------------------|---------------|---------------|------------|
| American Funds Service Com | \$ 2,140.78 | | |
| Bailey, Dave: | \$ 70.00 | | |
| Boulder County Finance: | \$ 37,388.50 | | |
| Brekke Storage: | \$ 115.00 | \$ 115.00 | FEMA |
| Bryan Construction | \$ 48,410.00 | \$ 48,410.00 | DOLA/FEMA |
| Caselle | \$ 1,394.00 | | |
| Century Link: | \$ 1,188.52 | | |
| Cintas Fire Protection: | \$ 934.26 | | |
| Colorado Analytical Lab: | \$ 122.40 | | |
| Colorado Materials | \$ 1,606.50 | | |
| Colorado Department of Rev | \$ 2,215.00 | | |
| DHM Design | \$ 9,222.30 | \$ 9,222.30 | FEMA |
| Eternal Hope Equestrian Cen | \$ 50.00 | | |
| Federal Payroll Taxes | \$ 17,062.73 | | |
| FedEx: | \$ 125.26 | | |
| Hill Petroleum | \$ 117.35 | | |
| Home Depot: | \$ 122.51 | | |
| Innovative Computer: | \$ 4,682.50 | | |
| John Deere Financial | \$ 2,683.58 | | |
| Lewan & Associates: | \$ 408.79 | | |
| McDonald Farms | \$ 3,243.00 | | |
| MEAN | \$ 79,056.13 | | |
| Naranjo Civil | \$ 119,092.38 | \$ 119,092.38 | CDBG-DR |
| N Line Electric, LLC: | \$ 2,196.00 | | |
| Ramey Environmental Comp | \$ 13,864.47 | | |
| Reserve Account: | \$ 500.00 | | |
| Safebuilt | \$ 2,372.37 | | |
| Stamey & Associates | \$ 2,797.50 | | |
| STAR Communities: | \$ 500.00 | | |
| Starkovich, Jacob: | \$ 716.50 | | |
| US Bank | \$ 2,178.72 | | |
| WL Contractors, Inc. | \$ 6,000.00 | \$ 6,000.00 | CDOT |

Town of Lyons
A/P Summary Bi-Monthly
3/21/16

Widner, Michow & Cox LLP \$ 14,143.86

| | | | | |
|-------------------------------------|----|------------|----|------------|
| Total Unpaid Invoices as of 3/16/16 | \$ | 374,580.13 | \$ | 182,839.68 |
|-------------------------------------|----|------------|----|------------|

| | | |
|-----------------------------------|----|--------------|
| Total (hand checks, payroll, unpa | \$ | 1,964,614.32 |
|-----------------------------------|----|--------------|

Agenda Item No: VIII-3
Meeting Date: March 21, 2016

Subject: Authorization to accept Boulder County Sustainability Matching Grant

Presenter: David Hatchimonji (SFC co-chair) & Victoria Simonsen

Background: Boulder County has awarded the Town of Lyons a \$15,000 matching grant to continue funding the part-time Sustainability Coordinator position through June 30, 2017. This is a different round of the same grant that was used to help fund the Lyons Environmental Sustainable Action Plan (LESAP) and hire the Sustainability Coordinator last year. The matching funds the Town needs to provide of \$10,000 was included within the SFC's 2016 Budget that was approved by the Board of Trustees.

The proposal sent to Boulder County earlier this year along with the County's Award Agreement (IGA) are included within the packet.

Staff Recommendations: Staff recommends passing this item.

**TOWN OF LYONS, COLORADO
RESOLUTION 2016-32**

**A RESOLUTION ACCEPTING BOULDER COUNTY ENVIRONMENTAL SUSTAINABILITY
MATCHING GRANT FUNDS AND APPROVING A RELATED INTERGOVERNMENTAL
AGREEMENT WITH BOULDER COUNTY**

WHEREAS, the Town of Lyons (the "Town") has the authority under Colorado law to apply for and administer grants; and

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, Boulder County has a program of Matching Environmental Sustainability Grants for which the Town has applied to secure additional funding to support the Town's existing Sustainability Coordinator position; and

WHEREAS, in February 2016, Boulder County awarded the Town a \$15,000 matching grant to continue funding the Town's part-time Sustainability Coordinator position through June 30, 2017; and

WHEREAS, receipt of these funds is contingent upon the Town expending no less than \$10,000 of its own funds, which funds were included in the 2016 budget approved by the Board of Trustees, and upon the Town entering into an intergovernmental agreement with Boulder County; and

WHEREAS, the Board of Trustees desires to accept the matching grant and to authorize the Mayor or Mayor Pro Tem to execute the Intergovernmental Agreement Between Boulder County and Town of Lyons Concerning Boulder County's Environmental Sustainability Matching Grant Program.

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

Section 1. The Board of Trustees hereby accepts the matching grant, authorizes the Mayor or Mayor Pro Tem to execute the Intergovernmental Agreement Between Boulder County and Town of Lyons Concerning Boulder County's Environmental Sustainability Matching Grant Program ("IGA") attached hereto as Exhibit "A," and authorizes staff to take all actions necessary to implement the IGA.

Section 2. This resolution shall become effective immediately upon adoption.

ADOPTED this 21st DAY OF MARCH 2016.

TOWN OF LYONS

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk

Exhibit "A"

Intergovernmental Agreement Between Boulder County and Town of Lyons Concerning Boulder County's Environmental Sustainability Matching Grant Program

This Intergovernmental Agreement (the "Agreement") is entered into by the County of Boulder, a body corporate and politic of the State of Colorado ("Boulder County" or "County"), and the Town of Lyons, a Colorado municipality (the "Recipient") (each, a "Party" or, collectively, the "Parties").

RECITALS

A. The Colorado Constitution Article XIV, Section 18(2)(a) and C.R.S. §29-1-201 et. seq provide that political subdivisions of the State may contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating units; and

B. In 2013, Boulder County created and implemented the Sustainability Matching Grant Program (the "Program"), which provides an opportunity for governmental organizations within Boulder County to undertake environmental sustainability priorities within their communities and helps the county leverage resources for a collaborative, regional approach to environmental sustainability; and

C. In February 2016, Boulder County selected recipients of the sustainability grant awards under the Program, including this award to the Recipient for support of a part-time sustainability coordinator tasked with implementing recommendations identified in the Lyons Environmental Sustainability Action Plan (the "Project").

AGREEMENT

In consideration of the covenants set forth herein and the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **The Recipient's Obligations.** The Recipient shall complete the Project, expending no less than \$10,000.00 of its own funds on such Project (the "Matching Funds") and the Recipient shall report to the County as described under Item 3 below.

2. **Grant Award.** Boulder County hereby awards the Recipient \$15,000.00 (the "Award") in support of the Project. The Award shall be paid to the Recipient upon execution of the Agreement.

3. **Reporting.** In accordance with the scope of work as set forth in Exhibit B, attached, the Recipient shall report to the County on the progress of the Project and on the expenditure of Award funds and Matching Funds for the project, on the fourteenth day following each quarter (July 14 and October 14, 2016 and January 14 and April 14, 2017) using the format of the reporting template attached hereto as Exhibit A.

4. **Term of Agreement.** This term of this Agreement shall be as the date of its execution as set forth on the signature page attached to this Agreement. Subject to the annual appropriations, this Agreement shall remain in effect until the completion of the Project, as indicated in Exhibit B, or December 31, 2017, whichever is sooner.

5. **Modification.** This Agreement may be altered, amended, or repealed only on the mutual agreement of the County and the Recipient by a duly executed written instrument. The financial obligations contained in this Agreement may be adjusted from time to time, subject to annual appropriations of the governing Party.

6. **Assignment.** This Agreement shall not be assigned or subcontracted by either Party without the express prior written consent of the other Party.

7. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties.

8. **Choice of Laws.** The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Agreement, shall be initiated and pursued by the Parties in the Boulder Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

9. **Waiver of Breach.** Any waiver of a breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

10. **Integration.** This Agreement cancels and terminates, as of its effective date, all prior agreements between the Parties relating to the services covered by this Agreement, whether written, oral, or partly written and partly oral.

11. **No Indemnification.** Neither Party indemnifies the other Party. The County and the Recipient each assume responsibility for the actions and omissions of its own agents and employees in the performance or failure to perform work under this Agreement. It is agreed that such liability for actions or omissions of their own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as the same may be later amended. By agreeing to this provision, the Parties do not waive nor intend to waive the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act § 24-10-101 et seq., C.R.S., as amended.

12. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Recipient, and nothing contained in this Agreement shall give or allow any

claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

14. Not Agent or Representative. Neither Party is an agent or representative of the other Party and shall have no authority under this Agreement or otherwise to make representations or commitments, verbal or written, on behalf of the other Party without that Party's express prior consent.

15. No Multiple-Fiscal Year Obligation. All of the Party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of either Party's credit, or a payment guarantee by either Party to the other.

16. Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this ____ day of _____, 2016.

BOULDER COUNTY

Michelle Krezek, Commissioners Deputy
Boulder County

RECIPIENT

Mayor

ATTEST:

APPROVED AS TO FORM:

Exhibit A – Quarterly Reporting

Boulder County Sustainability Matching Grant Program Local Funding and Cash Match Reporting

| | | | |
|--------------------------------|---------------------------------|--|------------------------------------|
| Grantee: | | Grant Year: 2016 | |
| Project Title: | | Project Duration: Start: _____ End: _____ | |
| Prepared by: | | Which Calendar Quarter does this Report cover? | |
| Date: | Phone: | Q1 (Jan - Mar) | Q3 (Jul - Sept) |
| Type of Report (Circle one) | Quarterly Progress Report | Final Report | Q2 (Apr - Jun) Q4 (Oct - Dec) |

EXPENDITURES

| | Fund Source | Approved Budget (Adjust According to Approved Budget) | A Expenditures beginning of quarter (C on previous report) | B Expenditures This Quarter | C Total Expenditures to Date (A + B) |
|-----------|------------------------------|---|--|-----------------------------|--------------------------------------|
| Project A | Grant | \$ 15,000.00 | \$ - | \$ - | \$ - |
| | Cash Match | \$ 3,750.00 | \$ - | \$ - | \$ - |
| | Other Contribution, optional | | | | |
| | Project Total | \$ 18,750.00 | \$ - | \$ - | \$ - |

****REQUIRED GRANTEE SIGNATURES.** I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

Financial Officer's Signature/Date

Project Director's Signature/Date

Quarterly reports are due 14 days following each calendar quarter.
Reports should be submitted via email to hyancey@bouldercounty.org.

Exhibit B – Scope of Work



Boulder County Commissioners' Office
1325 Pearl Street, Boulder CO 80302

Environmental Sustainability Matching Grant Application Form – 2016 Please submit this form by February 5, 2015

Note: Application forms must be typewritten, and each applicant must also submit a completed IRS W-9 form when submitting this application (IRS forms can be downloaded from www.irs.gov). Completed forms can be emailed to Lea Yancey at lyancey@bouldercounty.org

| | | |
|--|---|---------------------|
| Community Name: Town of Lyons | | Tax ID#: 84-6000690 |
| Project Coordinator Name and Title: Toby Russell, Sustainability Coordinator | | |
| Mailing Address: P.O Box 49 | | City: Lyons |
| State: Colorado | | Zip Code: 80540 |
| Phone: 303.823.6622 | Email Address: trussell@townoflyons.com | |
| Proposed Start Date: 3/1/2016 | | |

Reimbursement Eligibility Criteria: (please provide yes or no answers only)

- Does this project meet an environmental priority within the applicant's municipality or town?
Yes No
- Will this project be completed within a 12 month timeframe? Yes No
- Will your team provide acknowledgement that the city is receiving funding from Boulder County to support this project? Yes No

Please provide detailed answers to the following questions. Before filling out the application please, make sure to read our program overview document to gain a better understanding of types of projects Boulder County is most likely to fund. Your answers will help aid the application selection committee as they decide which communities will be awarded funding.

Project Goals and Rational:

| |
|--|
| 1) What community will this project serve? Town of Lyons |
| 2) What are the goals of your community for this project? Continue employment of the dedicated Sustainability Coordinator to implement recommendations identified in the Lyons Environmental Sustainability Action Plan (LESAP), help administer existing programs, measure environmental impact to date and set goals. |
| 3) What environmental sustainability benefits will your project provide to the local community? Benefits include reduced GHG, cleaner air, waste reduction, pollution prevention, economic support, and social support. |

Exhibit B – Continued

Project Design, Logistics and Timeline: Please provide a brief description of the project/program you would like to implement using the requested funds. Be sure to include how you will measure the success of this project/program and expected program outcomes. *Please limit text to no more than 1 page.*

The last round of funding from this matching grant allowed the Town of Lyons to hire a part time Sustainability Coordinator to implement recommendations identified in the Lyons Environmental Sustainability Action Plan (LESAP). Russell, former CEO of Natural Capitalism, was hired by the Town of Lyons in August, 25th 2015. The position is currently funded at 20 hours a week until June, 30th 2016. After 6 months in the position several impactful initiatives from the LESAP have been implemented including the funding for an EV charging station, salvaging reusable items from flooded homes before demolished, reducing Net Metering fees for residents installing solar, and renewing the EcoPass for 2016 (see reports for more information). Additionally all other Phase One items from the LESAP have been launched or have an implementation plan in place.

As a small community whose budgets were exceeded by the impacts of the flood, Lyons still does not have the ability to fully fund this part-time sustainability coordinator, nor can it expect the level of progress made since this hiring to continue with just volunteer support. The Town of Lyons has seen the value of this position and has already approved the budget line item for \$10,000 as a match for this position in 2016.

The town of Lyons would like to request the full \$15,000 matching grant amount to help to continue fund the Sustainability Coordinator into 2017. The \$15,000 in addition to the Towns already committed \$10,000 would allow the position to be funded at 20 hours a week until June, 30th 2017.

While a lot of progress has been made on implementation of the LESAP, continued funding would allow all remaining Phase One recommendations in the LESAP to be implemented as well as 50% of Phase Two recommendations to be launched. Additionally the Town wants to put a percentage of the Sustainability Coordinators time aside to measure the Lyons environmental impacts to date and set goals for the program moving forward. Finally a small percentage of the Sustainability Coordinators time will be set aside for administrative tasks that have come about as a result of successfully implemented incentives (e.g. waste hauling licenses, net metering administration, and EcoPass management).

The sustainability coordinator will be employed by the Town of Lyons, and as such will be provided workspace and the communication devices (computer, phone, etc) necessary to do their work. Volunteer hours by members of the community (e.g. boards and commissions), and additional staff time will go towards the LESAP implementation efforts.

Proposal Summary:

1. Further implementation of the recommendations outlined in the LESAP through the continued funding of a sustainability coordinator.
 - a. Anticipated workload- 1/2 Full time equivalent (20 hours a week)
 - b. Anticipated end dates- June 30th, 2017
 - c. Office space and equipment necessary to fulfill duties will be provided by the town

Exhibit B – Continued

Budget Information:

| Funding Sources | Amount |
|--|-----------|
| 1. Amount requested from Boulder County (cannot exceed \$15,000) | \$ 15,000 |
| 2. Applicant cash contribution (must match 25% of the amount requested from Boulder County) | \$ 10,000 |
| 3. Other community contribution (includes outside funding) | \$ 0 |
| 4. Total project budget (#1 + #2 + #3) | \$ 25,000 |

Additional Information:

Please provide any additional pertinent information about why your project should be considered for County funding.

Please contact Community Sustainability Specialist Lea Yancey at (720) 564-2723 or lyancey@bouldercounty.org with questions.

Affordable Housing Policy

Workshop 5:30 pm – 6:45 pm

MINUTES
TOWN OF LYONS

7:00 P.M., MONDAY, MARCH 7, 2016

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

I. Roll Call and Pledge of Allegiance

Roll Call.

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

II. A Reflective Moment of Silence

III. Approval of the Agenda

Motion: Mayor Pro Tem moved to approve the Agenda.

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

Motion passed unanimously.

IV. Sgt Nick Goldberger, Sheriff's Dept Report

Sgt Goldberger updated the BOT on fraudulent calls from the IRS and Craig's List and warned everyone not to give them any information.

Sgt Goldberger reported he has been working with Larry Hauss at CDOT to lower the speed limit from 50 to 35 in the construction zone at the McConnell/Stone Canyon. Mayor O'Brien asked that an eblast be sent out concerning this. Mayor Pro Tem Sullivan asked if the Sheriff Deputies have been doing extra patrols of the businesses due to the recent burglaries in nearby towns. Sgt Goldberger reported he would ask the night deputy to do extra patrols.

V. Audience Business - Limited to 15 minutes - All comments will be limited to 4 minutes per person

1. Nicholas Angelo, Ute Hwy, requested that in the bylaws of the URA, that it state the URA will reimburse the general fund for any fees incurred by the URA.

Motion: Mayor Pro Tem Sullivan moved to close as the BOT and open as the URA.

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

Motion passed unanimously.

VI. Lyons URA

1. Resolution 2016-4, a Resolution of the Town of Lyons Urban Renewal Authority Adopting a Budget for the Calendar Year Beginning the First Day of January, 2016 and Ending on the Last Day of December, 2016

Deputy Clerk Watson reported the Lyons Urban Renewal Authority must submit a budget to the State of Colorado Department of Local Affairs. The proposed budget was included in the packet along with the budget message, for consideration of approval this evening.

Town Administrator Simonsen reported the URA will reimburse the general fund as it gets its TIF funds.

Attorney Caitlyn Quander reported good budgeting and record keeping will insure the pay back to the general fund, it will be a few years out before the payments would be made.

Motion: Mayor Pro Tem Sullivan moved to approve Resolution 2016-4.

Action: Approve, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee LaVern Johnson.

Motion passed unanimously.

2. Resolution 2016-5, a Resolution of the Town of Lyons Urban Renewal Authority Approving Amendment to the Bylaws

Deputy Clerk Watson reported 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 (the "Bylaws") in order

58 to allow for the efficient and orderly operations and conduct of the Authority and to effectuate the purposes of the
59 Urban Renewal Law. Pursuant to Article VI of the Bylaws, the Bylaws may be amended by an affirmative vote of two-
60 thirds of the Commissioners of the Authority. At the Authority's February meeting, it was requested that a Resolution
61 be prepared to require a unanimous vote to modify the membership of the Commissioners of the Authority from the
62 current designation of the Board of Trustees serving as the Commissioners of the Authority. A redline comparison of
63 the current Authority Bylaws against the draft Amended Bylaws is included in the packet. The draft Amended Bylaws
64 are included as Exhibit A to the Resolution. The proposed amendment is addressed by amending Articles II and VI of
65 the Bylaws:

- 66 1. Membership of the Commissioners of the Authority may not be modified unless there is a unanimous
67 affirmative vote of the Commissioners, or as required by the Urban Renewal Law.
- 68 2. This unanimous affirmative vote requirement terminates automatically upon any required change in the
69 membership of the Commissioners pursuant to the Urban Renewal Law (e.g., if a new urban renewal plan is
70 considered by the Authority which would trigger membership of the Commissioners to include a
71 representative of the school district, county and special district).

72 Staff recommends if the Authority desires to amend the Bylaws to incorporate the proposed amendment, it should
73 approve the Resolution. The Authority could also choose not to adopt the Resolution and allow the existing Urban
74 Renewal Law and Bylaws to govern the Authority's process.

75 BOT discussion what does or as required by the Urban Renewal Law refer to, the sunset rule, unanimous vote, 2/3
76 vote, concern about additional explanations – Caitlyn Quander you can't account for things we don't foresee.

77 **Motion:** Trustee Greenberg moved to approve Resolution 2016 – 5. **Action:** Approve, Moved by Trustee Dan
78 Greenberg, **Seconded** by Trustee Barney Dreistadt.

79 Motion passed unanimously.

80 **Motion:** Mayor Pro Tem Sullivan moved to close as the URA and reopen as the BOT

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

82 Motion passed unanimously.

83
84 VII. Updates on the Final Design for Evans Street and the Highland Ditch

85 Town Engineer Blankenship updated the BOT concerning Evans Street and explained why it is different from the
86 original design, the western half to midpoint are the same, the eastern portion of the road bends to the north and
87 then curves back to 4th Avenue. There will be room for a 4 ft sidewalk on each side, at this time it will remain a dirt
88 path, it won't be a river walk, this will allow for parallel parking. Trustee Kerr thanked Town Engineer Blankenship for
89 taking the extra step to move the road back over.

90 Town Engineer Blankenship updated the BOT on Highland Ditch – FEMA facilitated a meeting on February 3, 2016, in
91 regards to the work Highland Ditch had completed on the structure since the September 2013 flood and the process.
92 At the meeting discussion concerning the items that were absent of Federal Ruling and flood plain that FEMA will
93 issue and RFI with a 120 day turn around, to date FEMA has not sent the RFI to Highland Ditch. BOT discussion
94 concerning making the structure as safe as possible, the structure having to meet no rise and what the town can do.
95

96 VIII. Ordinances – First Reading – Second Reading and Public Hearings

97 1. 1. Public Hearing, Resolution 2015 - 135, a Resolution Approving a Final Plat and SIA for 2nd and Park Subdivision
98 (commonly known as the Valley Bank Property), within the Town of Lyons - will be continued to the March 21, 2016
99 BOT meeting.

100 **Motion:** Mayor Pro Tem Sullivan moved to continue Resolution 2015-135 to the March 21, 2016 BOT meeting.

101 **Action:** Approve, Moved by Mayor Pro Tem Connie Sullivan, **Seconded** by Trustee Dan Greenberg.

102 Motion passed unanimously.

103
104 IX. Consent Agenda

105 1. Resolution 2016 -25, a Resolution Accepting and Approving a Contract with Boulder County Pertaining to Economic
106 Development Grant Funds

107 2. Item #2 was pulled from the Agenda before the packet was sent out to the BOT.

108 3. Resolution 2016 -27, a Resolution Awarding a Bid to and Approving a Contract with JUB Engineering, Inc, to
109 Conduct a Sanitary Sewer System Expansion Feasibility Study

110 4. Resolution 2016 – 28, a Resolution Accepting a Hazard Mitigation Grant Program (HMGP) Grant From the Federal
111 Emergency Management Agency Through the State of Colorado Division of Homeland Security and Emergency
112 Management for Elevation of a Home Located at 401 2nd Avenue, Lyons Colorado and Approving a Grant Agreement

113 5. March 2016 Accounts Payable

114 6. February 16, 2016 BOT Meeting Minutes

115 7. Resolution 2016-31, a Resolution Approving F16S8115, an Energy and Mineral Impact Assistance Fund Grant for
116 Lyons Human Resource Staffing Assistance – Flood Recovery

117 **Motion:** Trustee Greenberg moved to approve the Consent Agenda. Trustee Dreistadt asked that item #7 be pulled.
118 Trustee Greenberg accepted the friendly amendment.

119 **Action:** Approve, Moved by Trustee Dan Greenberg, **Seconded** by Mayor Pro Tem Connie Sullivan.

120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180

Motion passed unanimously.

X. General Business

1. Resolution 2016- 29, a Resolution Approving a Contract with the State of Colorado for a Community Development Block Grant - Disaster Recovery Resilience Planning – Project P16-009

Town Administrator Simonsen reported the purpose and scope of this grant is to hire consultants to develop two studies for the Town of Lyons. One study, the Hazard Identification and Risk Assessment (HIRA), awarded in the amount of \$30,000 will establish an informed and conscientious long-term plan that contributes to the overall safety of residents and sustainability of Lyons and the surrounding natural environment. Jacque Watson will be the staff liaison for this project. The second study, a Land Use Plan for Acquired Properties, awarded in the amount of \$165,000 will serve to develop a Flood Recovery Land Use & Management Plan for the 30 residential and commercial properties along St. Vrain Creek within the Town of Lyons city limits that have been acquired by the Town. Project Manager Matt Manley will be the staff liaison to this project. The total amount allocated for these two studies is \$195,000. The resiliency and planning grants are monitored by the Department of Local Affairs. There are no matching funds required for the grant. Both projects will now go out for rfp.

BOT discussion included drafting a lease for the town acquired properties, interim signage, formal planning process for the properties, resident input, leasing land to adjacent property owner before or after a plan is put in place, grants to help with beautification of the properties, lease versus license, duration of time, applying for grants to help with improvements on the properties, different options for the properties, include the UEB, EDC and other commissions in the planning process and to add to the 6th whereas – alternative after Flood Recovery Land Use & Management Plan and add opportunity for resident input.

Motion: Trustee Dreistadt moved to approve Resolution 2016-29 with the following changes to add to the 6th whereas – alternative after Flood Recovery Land Use & Management Plan and add opportunity for resident input.

Action: Approve, Moved by Trustee Barney Dreistadt, Seconded by Trustee LaVern Johnson.

Motion passed unanimously.

2. Resolution 2016 - 30, a Resolution Authorizing Town Staff to Issue a Notice of Award To and Negotiate a Contract with DHM Design Corporation for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW 20E
Parks Director Cosgrove reported The Town of Lyons solicited proposals for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project Number PW 20E related to the September 2013 flood. Seven hundred and seventy-four companies were sent the full Request for Proposal (attached) via the Rocky Mountain E-Purchasing System, several were landscape architect/design firms or landscape construction firms and several were river restoration engineers or whitewater park consultants. Three proposals were received from such design firms on the RFP deadline date of February 25, 2016-Design Workshop, THK Associates, Inc. and DHM Design all submitted valid proposals. After careful review and scoring of the three proposals by a team which included town staff, town engineers, and town board and commission members, the review team identified DHM Design to be the most qualified bidder providing the most comprehensive services in line with the criteria and scope spelled out in the RFP. Town staff and the evaluation team also identified DHM as having substantial and critical background related to post flood recovery efforts, specific to Lyons. DHM assisted Lyons immediately following the flood with the Lyons parks damage assessment process, GOCO Flood Recovery Grant, and Meadow Phase I Process. In addition, DHM has familiarity with the Town of Lyons community and town process. Therefore, we recommend the final design and bid project for Bohn Park be awarded to DHM Design. DHM Design outlined a full schedule for this project in their submitted proposal and has noted the notice of award/kick off in March 2016 and carrying through the bidding for construction in summer of 2016 with the completion of Bohn Park construction in the summer of 2017. The primarily funding source for this project will be FEMA reimbursement. Parks Director Cosgrove reported staff recommends the authorization of Town staff to issue a Notice of Award to and negotiate a contract with DHM Design for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW:20E

BOT discussion included public process, maintenance projection for Bohn Park, 30% design being a concept plan, need to be flexible in the final design, DHM , capacity of flexibility, 30% concept plan bringing us to 100% design, possibility of rethinking where the ball fields and skate park are placed, looking at the design with a fresh pair of eyes, concept of where things go, looking at the plan in more detail and determining if something needs to be change, concern about spending on amenities, rethinking some areas, new areas being contiguous, add alternates, adjusting

the overall plan if necessary, public process, opportunity to bid certain portions only,  BOT input at 50%, 70% and 90% completion, residential input, feasibility, long term maintenance, skate park design – exploring the type of skate park the town wants, applying for additional funds for the skate park, involving other boards and commissions in the process, understanding the neighborhood, conceptual was approved by the residents which is subject to

change by the BOT.  Trustee Greenberg expressed his concerns between the 30% Design and Concept Plan, but

181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241

stated he was ready to move in with the project. Town Attorney Guckenberger stated this is to approve the Notice of Award not the contract with DHM, the contract will come later. 
Motion: Trustee Weller moved to approve Resolution 2016-30
Action: Approve, Moved by Trustee Dawn Weller, Seconded by Trustee Barney Dreistadt.
Motion passed unanimously.

- XI. Items Removed from the Consent Agenda
7. Resolution 2016-31, a Resolution Approving F16S8115, an Energy and Mineral Impact Assistance Fund Grant for Lyons Human Resource Staffing Assistance – Flood Recovery
Trustee Dreistadt requested that the job description for a Human Resource Staffing Assistant include preparing documentation of recruitment, hiring of the grant positions. 
Motion: Trustee Weller moved to approve Resolution 2016-31 with the addition to the job description provided above by Trustee Dreistadt.
Action: Approve, Moved by Trustee Dawn Weller, Seconded by Mayor Pro Tem Connie Sullivan.
Motion passed unanimously.

- XII. Trustee Reports
Trustee Weller reported the dates for the Community Garage Sale will be May 21st and Clean Up Days will be May 22nd, 9 Health Fair April 16th.
Trustee Kerr reported the UEB will be rewriting the electric rfp. Trustee Kerr will be attended the recent CAMU meeting.
Trustee Kerr stated he can see the eagle nesting in Meadow Park from his home and as of February 28th the eagles are nesting in the same nest as last year.
Trustee Kerr will be attending the St Vrain Water Conservancy on March 17th, a NMPP Annual Teleconference Meeting on the 10th concerning solar energy. Trustee Kerr sent the invite for the teleconference to SFC and the UEB.
Trustee Kerr announce the Lyons Volunteers received an award.
Mayor Pro Tem Sullivan stated she attended the Watershed meeting, St Vrain Creek has been awarded CDBG-DR funding.
Mayor Pro Tem Sullivan stated she attended the Caucus here in Lyons.
Mayor Pro Tem Sullivan stated she had spoke with Lisa at Jared Polis's office, they are working on limiting recoupment of funds to 3 years and asked if the BOT should write a letter of support, this could be critical for Lyons and other municipalities, concerning FEMA money. Town Administrator Simonsen asked if FEMA would then ask for projects to be completed sooner as that may be an issue. BOT discussion.
Mayor John O'Brien reported Jocelyn has resigned from HSAC.
Trustee Greenberg reported the Library District will meet next Tuesday.
Trustee Greenberg reported he spent a day at the Capitol at the State House last Thursday with a group of educators concerning policy and education. Trustee Greenberg stated he spent an hour each with Jonathon Singer and Rollie Heath. Trustee Greenberg encouraged everyone to spend a day at the capitol.
Trustee Dreistadt stated EDC and LAHC are working together on the details for "Last Thursdays" in Lyons for businesses to promote their business. Trustee Dreistadt stated the Chamber is reinvigorating with new folks to jump start the Chamber.
Trustee Dreistadt stated he would be meeting with Toby Russell Sustainable Coordinator, to detail a plan on how businesses are impacted in town by the different events in town, they will be looking at annual receipts day by day.
Trustee Johnson stated the St Vrain School District is starting their meetings concerning the bond issue that will be on the November ballot.
Trustee Johnson stated there will be a tour of Meadow Park on Monday for the Parks and Rec Committee and invited the Mayor and Trustees to attend.
Trustee Johnson updated the BOT on the events on April 4, 2016 for the town for 125 years of incorporation.

- XIII. Staff Reports
Town Administrator Simonsen reported on the following:
✓ Plans to move the Eco Cycle Station to the Waste Water Plant
✓ Town Administrator Simonsen updated the BOT on the Town Manager's Conference she attended last week. How there is a fine balance of using your head and heart, discussion on the next generation not the next election and social media.
✓ Update on the draft report from the OIG
✓ Annual Water Survey with CDPHE
✓ Single Audits on projects that exceed \$500,000
✓ Emergency Manager Meeting

242
243
244
245
246
247
248

- ✓ CDBG Grant Audits – projects that have been closed since the flood.
- ✓ Ribbon Cutting for the new WWTP in early April.

249
250

XIV. Executive Session pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented.

251
252
253
254
255

Motion: Mayor Pro Tem Sullivan moved to discuss a personnel matter for which the subject of the discussion has not requested an open meeting under Section 24-6-402(4)(F), C.R.S., and specifically discussion the Town Administrators performance and to adjourn the Board meeting at the conclusion of the executive session.
Action: Adjourn, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee Dan Greenberg.
Motion passed unanimously.

256
257
258
259
260

XV. Adjournment

Deb Anthony, MMC – Town Clerk

Mayor John E O’Brien

261
262
263

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

Agenda Item No: VIII-6
Meeting Date: March 21, 2016

Subject: Authorization to have Eco-Cycle apply for a grant from the EPA to support the towns zero waste efforts

Presenter: Toby Russell (staff)

Background: Eco-cycle wants to re-apply to the EPA Zero Waste grant they got approval from the Board of Trustees to apply for in 2015. There were denied the grant in 2015 but asked by the EPA to re-apply this year. If granted Eco-Cycle would have capacity to support and implement many of Town of Lyons sustainability waste objectives from the Lyons Environmental Sustainable Action Plan (LESAP). The goal of the grant is to make Lyons the first comprehensively integrated Zero Waste or "Green Star" community in the country. The project would develop a Zero Waste Plan for the community that would involve all sectors working together including:

- Schools
- Neighborhoods
- Businesses
- Town government
- Community-wide events (Lyons Outdoor Games, Parade of Lights, etc.)
- Public spaces (parks, camp grounds, library)
- Faith centers and non-profits

Eco-Cycle is submitting their proposal to the EPA for \$91,000, over a two-year period (see draft attached). As part of the grant Eco-Cycle has requested support, to meet the non-federal matching funds required by the EPA, from various boards, commissions, departments, businesses and groups. Staff support requested includes 100 hours from Parks & Recreation and 300 hours from Sustainability Coordinator over the two-year period. This will average at 1 hour a week from Parks & Recreation and 3 hours a week from the Sustainability Coordinator doing tasks both would be conducting anyway.

Eco-Cycle is requesting the Board of Trustees blessing to apply for this EPA grant.

Eco-Cycle's draft proposal is included within the packet.

Staff Recommendations:

The Sustainability Coordinator recommends that this item be approved as it would require no additional budget, has minimal impact on staff and would support the towns efforts to implement the Lyons Environmental Sustainable Action Plan (LESAP).

**TOWN OF LYONS, COLORADO
RESOLUTION 2016-33**

**A RESOLUTION SUPPORTING ECO-CYCLE'S APPLICATION FOR AN EPA
ENVIRONMENTAL EDUCATION GRANT TO DEVELOP
A ZERO-WASTE ACTION PLAN FOR THE TOWN**

WHEREAS, Eco-Cycle, which is an expert in zero-waste programs, operates recycling programs in the Town of Lyons (the "Town"); and

WHEREAS, in 2015, the Board of Trustees supported Eco-Cycle's application to the federal Environmental Protection Agency ("EPA") for grant funds to support an effort to develop a zero-waste action plan for the Town, which application was denied; and

WHEREAS, Eco-Cycle desires to re-apply to the EPA for grant funds for the same purpose; and

WHEREAS, the EPA requires that 25% of the total project cost for such grant shall be provided by non-federal matching funds; and

WHEREAS, Eco-Cycle's proposal for such grant indicates that it will rely in part on support from Town staff, the Lyons Sustainable Futures Commission, and the Lyons Economic Development Commission to collect and disseminate information concerning the zero-waste plan; and

WHEREAS, staff recommends that the Board of Trustees support Eco-Cycle's grant application, including the support from Town staff and Town commissions, because such support will enhance the Town's efforts to implement the Lyons Environmental Sustainable Action Plan and will have little or no impact on Town budget and staffing; and

WHEREAS, the Board of Trustees desires to express its support for Eco-Cycle's 2016 application for an EPA Environmental Education Grant to develop a zero-waste plan for the Town.

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

Section 1. The Board of Trustees hereby expresses its support for Eco-Cycle's 2016 application for an EPA Environmental Education Grant to develop a zero-waste plan and authorizes staff to take all actions necessary to assist Eco-Cycle with such application.

Section 2. This resolution shall become effective immediately upon adoption.

ADOPTED this 21st DAY OF MARCH 2016.

TOWN OF LYONS

By: _____
John E. O'Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk



Working to Build Zero Waste Communities

Eco-Cycle's EPA Environmental Education Local Grant Proposal: Building the First Green Star Community in Lyons, CO

Project Overall Goal: To make Lyons, CO the first comprehensively integrated Zero Waste or "Green Star" community in the country. The project would develop a Zero Waste Plan for the community that would involve all sectors working together including:

- Schools
- Neighborhoods
- Businesses
- Town government
- Community-wide events (Lyons Outdoor Games, Parade of Lights, etc.)
- Public spaces (parks, camp grounds, library)
- Faith centers and non-profits

This project would contribute federal EPA grant funds to implementing the Lyons Environmental Sustainability Plan. Specifically, the grant would fund the planning to reinstitute yard waste collection, expand recycling facilities, and create solutions for individual, commercial and community composting. It would also fund the education and outreach to the community to increase public participation in the Zero Waste goals of the Lyons Environmental Sustainability Action Plan.

Purpose of the EPA Environmental Education Local Grant Program: To support locally-focused environmental education projects that increase public awareness and knowledge about environmental issues and provide the skills that participants in its funded projects need to make informed environmental decisions and take responsible actions toward the environment.

Grant Amount: \$91,000 over a two year period. Requires 25% of the total project cost to be provided by non-federal matching funds. Also requires 25% of the grant amount awarded (\$22,750) to be given to sub-grantees who must be non-profits working in the community in amounts no greater than \$5,000.

Grant Timeline:

- Application Deadline: April 8, 2016
- Grant period: August 29, 2016 – July 31, 2018

Specific Project Goals:

Our proposal will support the draft Lyons Environmental Sustainability Action Plan by providing outreach and education in the area of sustainable waste management by:

1. Increasing the awareness and knowledge in all sectors of the community (homes, schools, neighborhoods, businesses, faith institutions, non-profits, town government and events) of the Town of Lyons, CO of the solid waste stream, its impact on the environment (as a source of pollution, greenhouse gases, and depletion of resources) and human health, and of habits that prevent or reduce those impacts.
2. Providing all sectors of the community of the Town of Lyons, CO the skills and tools to make informed decisions in the home, at school and in businesses regarding resource consumption and waste to take responsible actions to reduce waste, greenhouse gas and pollution, and conserve natural resources.

Eco-Cycle's Role: Eco-Cycle will provide all of the staff time to implement the grant project including coordinating with Town staff and commissions, Middle/Senior High School, neighborhoods, businesses, non-profits, faith institutions and events. In consultation with Town staff, we will develop all materials for the project including signs, advertisements of workshops and other events, and messages to the public regarding the project.

Partners:

- Town of Lyons, Lyons Sustainable Futures Commission, Economic Development Commission, Parks and Recreation Department, Lyons Sustainability Coordinator
- Lyons Elementary and Middle/Senior High Schools
- Canned Aid/Oskar Blues Foundation
- Boulder County Hazardous Materials Management Facility
- Lyons Area Chamber of Commerce
- Lyons Farmette
- Lyons Volunteers

For questions please contact:
Randy Moorman
Director of Community Campaigns
Eco-Cycle
303-444-6634 ext. 131
randy@ecocycle.org

Item # VIII-7
March 17, 2016

To: Victoria Simonsen, Administrator
Lyons Town Board of Trustees

Reference: US36-Streetscape QA-Materials Testing

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

The work will include testing of materials as required by the Colorado Department of Transportation (CDOT). The maximum contract amount is not to exceed \$7,500.00.

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

RESOLUTION 2016-34

A RESOLUTION AUTHORIZING A CONTRACT WITH GROUND ENGINEERING CONSULTANTS FOR QUALITY ASSURANCE AND MATERIALS TESTING FOR LYONS US36-STREETScape PROGRAM

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

WHEREAS, The Town has chosen to manage this project as the Local Agency,

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

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

WHEREAS, the Town has reviewed the proposals received and selected Ground Engineering Consultant as the successful Consultant.

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

Section 1. The Town Board of Trustees hereby selects Ground Engineering Consultants as the successful Consultant for completing the Quality Assurance and Materials Testing, and authorizes the Mayor or the Town Administrator to execute and the Town Clerk to attest the Administrator's or the Mayor's signature on an Agreement for Professional Services with Ground Engineering Consultants in accordance with the terms and conditions set forth in the Request for Proposal with a maximum amount not to exceed \$7,500.00.

ADOPTED THIS 21st DAY OF MARCH 2016.

TOWN OF LYONS, COLORADO

By: John O' Brien, Mayor

ATTEST:

Debra K. Anthony, Town Clerk

GROUND ENGINEERING

March 11, 2016

Subject: Proposal for Quality Assurance
Materials Testing Services, Town of Lyons
Streetscape Project; Lyons, Colorado

Proposal No. 1603-0375

Mr. Joe Kubala, P.E.
Town of Lyons
P.O. Box 49
Lyons, Colorado 80540

Dear Mr. Kubala,

Ground Engineering Consultants, Inc. (GROUND) appreciates the opportunity to prepare a proposal to perform quality assurance materials testing services for the Streetscape Project located in Lyons, Colorado. It is our understanding that our scope of work will include materials testing services, specifically soils compaction testing, concrete testing, asphalt testing and associated laboratory services. Please note that the services will only be provided as scheduled by the Owner, Owner's Representative, Contractor, or applicable Subcontractors.

Our rate for this work will be \$45.00 per hour for an engineering technician, and a \$15.00 trip charge for each trip to the site. An overtime rate of an additional \$15.00 per hour above the hourly rate will be billed for hours over 8 per day and all hours on weekends and holidays. Review and supervision will be completed at a rate of \$85.00 per hour. Lab testing if required will be completed at unit rates outlined on the attached Fee Schedule. For budgetary purposes, we have provided a total fee estimate below based on review of the CDOT Form 250 provided and an estimated scope of services to be scheduled:

| Estimated Time | | | | | |
|-------------------------------|---------|----------|----|-------|------------|
| Soils Technician | \$45.00 | per hour | 8 | Hours | \$360.00 |
| Concrete Technician | \$45.00 | per hour | 45 | Hours | \$2,025.00 |
| Asphalt Technician | \$45.00 | per hour | 16 | Hours | \$720.00 |
| PM Management/Meetings/Review | \$85.00 | per hour | 15 | Hours | \$1,275.00 |

| | | | | | |
|---|--|--|--|-------------------|--|
| Subtotal for Labor and Time Estimate | | | | \$4,380.00 | |
|---|--|--|--|-------------------|--|

| Laboratory Testing and Unit Billing | | | | | |
|---|--|----|---------|----------|----------|
| Trip Charge | | 13 | Trips @ | \$15.00 | \$195.00 |
| Soil | | | | | |
| Modified Proctor Compaction (ASTMD 1557) | | 1 | Tests @ | \$110.00 | \$110.00 |
| Gradation Analysis (ASTMD 422) | | | | | |
| a. All Standard Sieve to #200 Sieve | | 3 | Tests @ | \$60.00 | \$180.00 |
| Atterberg Limit (ASTMD 4318) | | 2 | Tests @ | \$65.00 | \$130.00 |
| Concrete | | | | | |
| Concrete Compression Test, Cylinders (each) | | 45 | Tests @ | \$14.00 | \$630.00 |
| Asphalt | | | | | |
| Asphalt - Ignition and Gradation Tests | | 2 | Tests @ | \$160.00 | \$320.00 |
| Theoretical Maximum Specific Gravity (ASTMD 2041) | | 2 | Tests @ | \$100.00 | \$200.00 |

Town of Lyons Streetscape Project
Lyons, Colorado

| Aggregate | | | | |
|--|---|---------|----------|-------------------|
| Fractured Faces Test | 2 | Tests @ | \$60.00 | \$120.00 |
| Los Angeles Abrasion Test | 1 | Tests @ | \$150.00 | \$150.00 |
| Subtotal for Lab Testing and Unit Billing | | | | \$2,035.00 |
| Total Proposed Estimate | | | | \$6,415.00 |

This estimate has been compiled based on information provided to GROUND Engineering Consultants, Inc. as of the date of proposal. General Conditions and Limitations of Liability have been submitted herewith, and are incorporated herein by reference. This estimate is not inclusive of any retests, nor of any changes to scope or schedule of work.

Service Agreement/Proposal Conditions

The scope addressed by this proposal does not include geotechnical engineering services, other than any specifically identified herein. Should geotechnical engineering services be requested, including but not necessarily limited to soil bearing pressure evaluation, remedial earthwork/soil stabilization recommendations, groundwater evaluation, and assessment of soil suitability for specific uses, the Client/Owner/Contractor must realize additional time, exploration, evaluation/analysis, and costs likely will be incurred for such services. Such services would be provided under a separate scope and fee. Performing materials testing and observation services does not place the Consultant in the role of Geotechnical Engineer for the project, and the Consultant cannot assume that role unless specifically contracted to do so.

You will be invoiced for the amount of work actually performed, so actual total cost may be more or less than the amount estimated above. The terms under which our work will be performed are outlined in the General Conditions that contain a limitation of GROUND's liability. This proposed estimate shall be valid for a period of 120 calendar days from the date of submittal. GROUND reserves the right to review and revise the proposed quantities and unit rates thereafter. The referenced "Fee Schedule" and "General Conditions" are included and are part of this proposal. We propose that our fees for any additional services be based on our hourly and unit costs in accordance with the "Fee Schedule". Also note that GROUND reserves the right to withhold data and reports until we have received a signed proposal. If this proposal meets with your approval, please sign one copy and return it to this office. Thank you for considering us for the materials testing and special inspection services on this project.

Sincerely,
GROUND ENGINEERING CONSULTANTS, INC.

Joe Zorack, P.E.

Agreed to this _____ day of _____ 2016

Town of Lyons, by: _____

Print: _____

**Town of Lyons Streetscape Project
Lyons, Colorado
GENERAL CONDITIONS**

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by the Consultant under this agreement are intended to assist the contractor, owner, and governing authorities in evaluating compliance with project specifications. It must be understood that the Consultant's tests, observations, or inspection results do not mean that Consultant is approving the work performed or materials used by the Contractor or any Subcontractors. Client acknowledges that Consultant is not responsible for the contractor's or subcontractor's compliance with regulating agencies, safety, materials, means, methods, techniques, sequences, procedures of construction, nor for contractor's failure to follow recommendations or good construction practices, and that the services provided by the Consultant shall not relieve the contractor of its obligation to perform the Work in accordance with the project plans and specifications, as well as use materials that are in accordance with the plans and specifications.

The observation and testing services outlined herein, or lack thereof, do not relieve the contractor, subcontractors or any other applicable trades of their responsibilities to perform their portion of this project in conformance to the project plans, specifications, and other applicable documents.

Any exploration, testing, specific observations, inspection and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Service Agreement and Consultant is not responsible for interpretation by others of the information developed. Client recognizes that conditions on the project site may vary from those encountered during testing and that information generated by Consultant is based solely on the information available to the Consultant at the time and location of such testing. Furthermore, the Client acknowledges that actual testing, observation, or inspection performed is likely on a very small percentage of the overall project and that as such, may not fully reflect the work performed or materials used by Project Contractors or Subcontractors.

The proposed scope of services provided herein does not include engineering review of the project documents in regard to the geotechnical aspects of the project such as foundations, slabs, pavements, drains, walls, etc, nor does the proposed scope of work consist of construction management services relating to acceptance of materials, material types, or placement methodology. It is not the responsibility of the Consultant to accept or reject material placement or material types, nor to alter, amend, or revise project specifications. If required, these services can be provided under a separate scope of work.

RIGHT-OF-ENTRY: Unless otherwise agreed, Client will furnish right-of-entry for Consultant to take the scheduled tests or observations. Consultant will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations are not included in the fee unless otherwise stated, and Consultant cannot be held responsible. Any construction debris or waste generated as a result of the required testing is the responsibility of the Client and their respective Contractor or Subcontractors.

SCHEDULING OF SERVICES: ALL observation and testing requests must be scheduled through our Main Office (970-622-0800) at least 24 hours in advance of each required observation or test. Verbal test results can be provided to the Contractor/Subcontractor and/or any other entities or representatives as designated by the Client as tests are completed, and formal, typed reports can be forwarded once they have been processed and reviewed. Unless specifically scheduled through our main office for a specific test/observation, date, and time, testing or observations may not occur.

The required amount of work for materials testing depends on the Contractor's, Subcontractor's, or other Entity's scheduling of our services, as well as their production schedule. Having no control over these factors, our proposed scope of work is in general accordance to the attached Fee Schedule.

The proposed scope of work is for periodic testing and observation. It is therefore important that the Client, Contractor, or Subcontractors schedule our field technicians such that: (1) Sufficient tests are conducted to comply with project specifications; and, (2) That such testing occurs at locations that are randomly distributed throughout the materials being tested. The quantity of tests provided for the various elements in the attached sheets are estimates; actual amounts of individual tests and locations are highly dependent on the Contractor's schedule and the scheduling of our field personnel (could be technicians, CWI, utility inspectors or building inspectors) by the Client, Contractor and/or Subcontractors.

INVOICES: Consultant will submit progress invoices to client monthly and a final bill upon completion of the services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Rates quoted in this proposal reflect a 3% cash/check discount. Pricing will be adjusted to remove this discount in the event client prefers to pay by credit card. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should Consultant bring suit to recover past due payment for services rendered to Client, Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

REPORTS: Reports, plans and other work prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports and other work furnished to the Client and his agents not paid for will be returned upon demand, and will not be used for licensing, permits, design and/or construction.

FINAL LETTERS: Many governing agencies require that the Consultant provide some form of final letter at the completion of a project. Such letters are usually required to state that the project was constructed in compliance or general compliance to certain specifications, plans, or codes. As professional consulting engineers, it is not possible or reasonable to state with certainty that all work completed by others completely complied with any specification, plan, or code, and any interpretation as such is incorrect. The Consultant can only make such statements based on the best of their knowledge, their experience, as well as on the specific periodic testing and/or observations that were made and for the time they were made. Any use of the word "inspection" shall be assumed to mean "observation" in any document provided by our office that is in any way connected with this project. Such letters do not constitute any form of warranty, guarantee, or certification, expressed or implied, regardless of the wording used.

It must also be understood that such testing and observation only occur when properly scheduled by the owner, owner's representatives, contractor, or subcontractors, and therefore, it is their responsibility to schedule accordingly and in a manner consistent with the project specifications and the scope of work provided herein.

USE OF ELECTRONIC OR OTHER SUPPLIED DATA: Electronic documents, site plans, or other information provided to Consultant for the subject project may be used in compiling geotechnical, environmental, or construction-related reports for the subject project. It is the responsibility of the Owner or Supplier of such documents to ensure that our use does not violate any copyright or confidentiality that may be pertinent to the supplied information.

LIMITATION OF LIABILITY: Consultant agrees in connection with services performed under this Agreement that such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made. Liability of Consultant or Subcontractant(s) for damages due to or arising from professional negligence, breach of contract, or any cause of action, shall be limited to the Consultant's fee for this project.

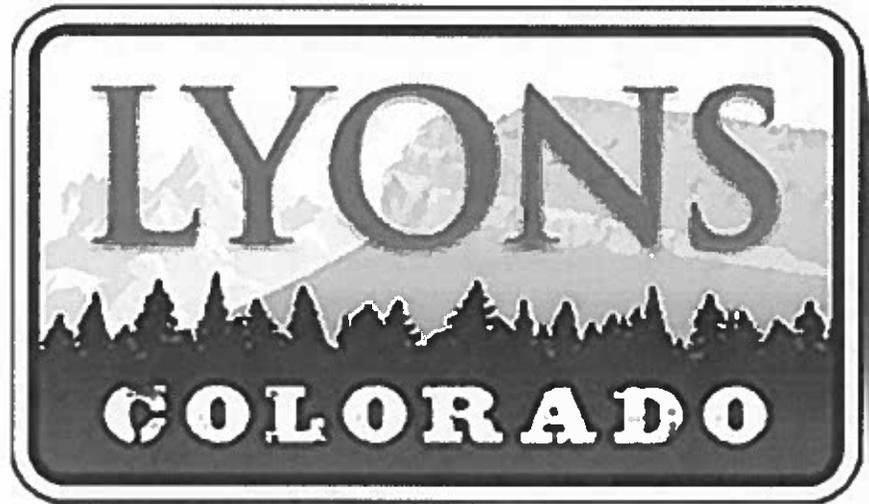
Any exploration, testing, specific observations and analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Service Agreement and Consultant is not responsible for interpretation by others of the information developed. The services we have been retained to provide consist of periodic material testing and/or observations to assist the owner, contractor, construction manager and design team members with evaluating compliance with project specifications.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing under the same or similar circumstances.

CORPORATE PROTECTION: It must be agreed to by all parties affiliated with this agreement that the services provided by the Consultant that are in any way connected to this project shall not connect Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and notwithstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trade or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any of GROUND's employees, owners, officers, or directors.

Town of Lyons

Testing Services for Lyons 2015/16 Capital
Improvement Program/Flood Recovery Program



Submitted to:
Town of Lyons
Mr. Joe Kubala, P.E.
432 5th Avenue
Lyons, Colorado 80540

October 20, 2015



GROUND

ENGINEERING

Cover Letter

October 20, 2015

Town of Lyons
Attention: Mr. Joe Kubala, P.E.
432 5th Avenue
Lyons, Colorado 80540

GROUND Engineering Consultants, Inc. (GROUND) appreciates the opportunity to provide you with our qualifications and proposed fees to perform materials testing services for the Town of Lyons on the 2015-16 CIP and Flood Recovery Program projects. Over the past years, GROUND has worked to develop a strong rapport with municipalities along the Front Range, including the Town of Lyons, and appreciate your consideration of GROUND on this important contract. GROUND's goal is to successfully partner with the Town of Lyons and provide cost effective and efficient materials testing and special inspection resources to support the successful completion of your projects.

WHY GROUND?

- ❖ Experience - over 31 years of experience in providing construction materials testing and special inspection services to the Rocky Mountain region and the Front Range on similar municipal contracts and projects; as detailed in the attached proposal response, GROUND has extensive municipal experience along with similar project experience
- ❖ Successful work history with the Town of Lyons - our proposed management staff, along with our proposed field staff, have experience with working with Town of Lyons personnel
- ❖ Qualified, Dedicated Staff - based on the specific task order requests that are received, GROUND will provide the proposed staff for the duration of each project - with an experienced staff of 170+ engineers, construction managers and inspectors, geologists, special inspectors and technicians, we have the capacity to provide the high quality staff required for the duration of each individual project
- ❖ Efficient and Cost Effective Service - all materials testing and special inspection services will be provided from our Loveland office location, with no services to be subcontracted

We are submitting GROUND's qualifications and fees for your review. Should you require any additional information, please do not hesitate to contact me. We look forward to the prospect of bringing the benefit of our directly related experience to this contract and to continuing to develop an enjoyable and rewarding relationship with the Town of Lyons. Thank you for your consideration of GROUND, we appreciate it.

Sincerely,
Ground Engineering Consultants, Inc.

Joe Zorack, P.E. (main point of contact throughout this contract)
Ground Engineering Consultants, Inc.
2468 East 9th Street
Loveland, Colorado 80537
Phone: 970-622-0800 Fax: 970-622-0801
Email: joe.zorack@groundeng.com



Statement of Introduction/Brief Company Overview

Ground Engineering Consultants, Inc. (GROUND) has over 31 years of experience in providing geotechnical engineering, construction materials testing, and special inspection services to the Front Range. GROUND will manage this important contract from our Loveland office and accredited laboratory located at 2468 East 9th Street in Loveland, Colorado. Joe Zorack, P.E, our Loveland office resident and area manager, will be the main point of contact throughout this contract – no services will be subcontracted.

GROUND's Service Capabilities - Construction Materials Testing and Special Inspections

Our field staff members, including Field Engineers, Engineering Technicians, Senior Engineering Technicians, Certified Weld Inspectors, and Certified Building Inspectors, are provided on-site on a scheduled basis during construction. Our field staff is cross-trained and certified in soils testing, concrete testing, asphalt testing, masonry testing, fireproofing and other technical certifications. Certifications include ACI Certification for concrete testing, Nuclear Safety/Troxler certification, CAPA / LabCat A, B and E certification for asphalt field and laboratory testing, WAQTC and NICET program participation for soils / aggregates testing as well as ICC Certified Masonry Inspectors, ICC Certified Fireproofing Inspectors, and ICC Certified Building Inspectors. GROUND has a fully staffed Certified Weld Inspector division consisting of 7 full time Certified Weld Inspectors with over 100 years of combined experience. In addition, we have 5 full time highly qualified and certified ICC building inspectors familiar with the requirements for building/special inspection, if these services are requested by the Town of Lyons. Below is a summary of our in-house service capabilities to support construction activities:

Construction Testing and Special Inspection Services

- Soils and Rock Laboratory Testing
- Concrete Testing
- Reinforcing Steel Inspection
- Weld Inspection and Testing
- Bolt Tensioning
- Aggregate Evaluation
- Structural Masonry Testing and Inspection
- Soils and Foundation Investigation Testing
- Excavation Inspections
- Asphalt Testing
- Fireproofing
- Floor Flatness
- Paint Thickness Verification
- Utility Inspection

Building Inspection Services (if requested)

- Structural and Nonstructural Wood and Light-Gauge Framing
- Lath and Gypsum Board and EIFS (AWCI)
- Brick Ties
- Sprayed Fire-Resistant Materials
- Fire-Resistant Penetrations/Fire Caulking/Fire Stopping
- Insulation
- Roof Assemblies
- Energy Efficiency of Buildings
- Spray Applied Damp Proofing
- Water Proofing and Thickness Testing
- Rough/Above Ceiling Mechanical

Laboratory Testing Services: in order to provide quick and accurate testing results, GROUND maintains a full-service laboratory. Our laboratory facility maintains a rigorous quality assurance and check program. This program includes intensive audits by AASHTO Materials Reference Laboratory (AMRL), the Cement and Concrete Reference Laboratory (CCRL), the U.S. Army Corps of Engineers and CDOT. Laboratory personnel are trained by experienced supervisors and must demonstrate proficiency in testing procedures, instrumentation operation and data reduction. All instrumentation in the laboratory is on a scheduled calibration schedule. Certified professional technicians complete documented calibration of the equipment.

How Will GROUND Provide Value to the Town of Lyons?

- Experienced and Highly Qualified Project Team – our proposed team members have worked on similar municipal projects, and on previous Town of Lyons projects
- Providing a cross-trained field staff, capable of providing multiple tasks, therefore providing the Town of Lyons with the most efficient and cost effective service.
- Utilization of iPads for in the field documentation, reporting and field photographs to provide to the Town of Lyons – we are committed to meeting and exceeding the reporting/turnaround needs of the Town of Lyons and the Project Team

How Much of the Scope of Materials Testing and Special Inspections To Be Subcontracted?

NONE – all anticipated materials testing and special inspection services to be required during the construction of each task order will be completed by our in-house staff, with no services to be subcontracted.

References/Firm Experience

GROUND has provided materials testing services to various local municipalities throughout the Front Range including the Boulder County, City of Boulder, City and County of Broomfield, Town of Erie, City of Longmont, City of Loveland, Town of Mead, City of Greeley, Town of Estes Park, Weld County, Larimer County, along with most other Front Range municipalities throughout our 31 year history.

Demonstrated Work History: GROUND has completed services on hundreds on similar projects for various municipalities/districts. GROUND takes great pride in providing the best service possible and keeping the client's project needs as the primary concern. Recent project experience in the surrounding area, provided by our Loveland office, include: 63rd Avenue Overlay, James Canyon Drive and CR87, 51st Street Overlay, Lee Hill Drive Flood Remediation, Boulder County 2013 Asphalt Paving Project, Flagstaff Road Bridge, Arapahoe Avenue Reconstruction, Junction Place Bridge, Pearl Parkway North, 47th Street and 4 Mile Creek Bridge Repairs, 55th and Cyress Street Remediation, 28th Street Multi-use Path, Safe Routes to School, Broadway Reconstruction, Elmer's Two Mile, 28th and Valmont Street, Iris Cherryvale Pump Station, Boulder Reservoir Improvements, Folsom Street and Spruce Street, 2009 Safe Routes to School, Yarmouth Avenue, Broadway Bikeway, 2008 Boulder County Overlay Program, 2007 Boulder County Concrete Repair Program, Diagonal Bikeway Phase I, Niwot Road and North 63rd Street Reconstruction, Flagstaff Road Overlay, and numerous others.

The following is a list of references for GROUND, and specifically for our Loveland office staff on similar municipal contracts/projects. Additional references can be provided upon request.

- Mr. Joe Bath, Loris Associates 303-859-5768
- Mr. Josh Holbrook, Weld County 970-301-2622
- Ms. Merinda Bennett, City of Loveland 970-962-3434
- Mr. Brian Tewey, Boulder County, 303-441-3957
- Mr. Wayne Ellis, Boulder County Transportation, 303-441-3900

Sample Contract provided: we have reviewed the sample contract provided, and would request only the one following modification to the terms/conditions:

Page 11 of 21, item A. top line; insert the following words after the word "policies": expect Professional Liability and Workman's Compensation.

Proposed Fees/Unit Rates

Attached is our fee schedule which outlines unit fees for our field personnel and laboratory testing services. Below is a summary of personnel and rates for the types of testing that are expected to be needed on this project:

- Field Technician (soils, concrete and asphalt testing) \$45.00/hour
- Engineering and Supervision-Project Manager \$85.00/hour
- Trip Charge (flat rate per scheduled trip to the site) \$15.00
- Laboratory Testing See attached Fee Schedule

GROUND has the qualifications, personnel, experience and expertise to provide the construction materials testing services required to successfully complete this contract for the Town of Lyons. We appreciate being considered for this important contract.

Attachments

Resume for Joe Zorack, P.E.
Fee Schedule

GROUND ENGINEERING CONSULTANTS, INC.

FEE SCHEDULE - CONSTRUCTION SERVICES (2015) Town of Lyons 2015-16 CIP/Flood Recovery (C1.1b)

MATERIAL TESTING AND SPECIAL INSPECTION

Construction Materials Testing and Special Inspections *(Time is round trip from office to project site and return)*

| | |
|---|--|
| a. Engineering Technician (soils compaction testing, concrete testing, asphalt testing)..... | \$45.00 |
| b. Senior Engineering Technician/Special Inspector (reinforcing steel observation, masonry testing/inspection, fireproofing)..... | \$55.00 |
| c. Overtime (Over 8hrs/day, weekends, nights after 6pm)..... | Personnel Hourly Rate + \$15.00 per hour |
| d. Vehicle Mileage..... | N/A |
| e. Daily Rates (includes personnel, vehicle and equipment)..... | N/A |
| f. Weld Testing (MT,PT,UT), ASNT Qualified, Visual Weld Insp., (AWS, API CWI Qual.), Bolt Tension & Special Insp..... | \$75.00/hour |
| g. NDE - Weld Inspection Instrumentation – Ultra Sonic and Magnetic Particle..... | \$40.00/day |
| h. Trip Charge (covers vehicle and equipment)..... | \$15.00 |

LABORATORY TESTING

| | | | |
|--|----------------------------|--|--|
| Standard Proctor Compaction (ASTM D 698)..... | \$100.00 | Moisture Coupons..... | Tech Time + \$50.00 per coupon |
| Modified Proctor Compaction (ASTM D 1557)..... | \$110.00 | Relative Humidity (ASTM F2170)..... | \$75.00/each |
| Check Point Proctor..... | \$60.00 | Shotcrete Cores..... | \$75.00/ea |
| Natural Density and Moisture Content..... | \$15.00 | Fireproofing: Thickness, Density, Adhesion..... | Tech Time |
| Specific Gravity (ASTM D 854)..... | \$65.00 | Asphalt - Ignition and Gradation Tests..... | \$160.00 |
| Aggregate Specific Gravity..... | \$65.00 | Marshall Properties..... | \$200.00 |
| Gradation Analysis (ASTM D 422) | | Mix Verification Gyrotory Compaction, 3 points..... | \$250.00 |
| a. All Standard Sieve to #200 Sieve..... | \$60.00 | Theoretical Maximum Specific Gravity (ASTM D 2041)..... | \$100.00 |
| b. Percent Less Than #200 Sieve..... | \$35.00 | Lottman Test (CP L-5109)..... | \$325.00 |
| c. Gradation with Hydrometer..... | \$135.00 | Ignition Oven Calibration..... | \$225.00 |
| "R"-Value (ASTM D 2844)..... | \$350.00 | Coring – Asphalt..... | Tech Time + \$1.50/inch diameter/inch length |
| Atterberg Limit (ASTM D 4318)..... | \$65.00 | Asphalt and Concrete Mixture Analysis..... | Quote |
| Sand Equivalent (ASTM D 2419)..... | \$95.00 | Sulfate Soundness (ASTM C 88)..... | \$200.00 |
| Relative Density (ASTM D 2049)..... | \$200.00 | Fractured Faces Test..... | \$60.00 |
| Clay Lumps and Friable Particles (ASTM C 142)..... | \$45.00 | Los Angeles Abrasion Test..... | \$150.00 |
| Concrete Compression Test, Cylinders..... | \$14.00/ea | pH Test..... | \$50.00 |
| Flat or Elongated Particles (D 4791)..... | \$60.00 | Water Soluble Sulfates Test..... | \$50.00 |
| Soil Stabilization Mixture Analysis..... | Quote | Uncompacted Voids Test..... | \$95.00 |
| Concrete Flexural Test, Beams..... | \$55.00 | Bulk Specific Gravity - Asphalt..... | \$40.00 |
| Mortar Cubes..... | \$20.00/ea | Direct Shear, Unconsolidated-Undrained (Quick Test, 3 pl)..... | \$375.00 |
| Masonry Prisms..... | \$95.00/ea | Freeze-Thaw Test..... | \$500.00 |
| Grout Specimens..... | \$30.00/ea | Swell-Consolidation (loaded to 10,000 psf)..... | \$65.00 |
| Soil Stabilization Strength Specimens..... | \$250.00/set of 3 | Permeability | |
| Floor Flatness and Levelness FF/FL Testing..... | Hourly Rate | a. Falling or Constant Head, 2-4" Diameter..... | \$250.00 |
| Maturity Data Logger..... | Tech Time + \$75.00/logger | b. Triaxial Permeability..... | \$375.00 |
| Maturity Meter Strength Correlation..... | Quote | | |

ENGINEERING

(Covers planning and general supervision, field trips, analysis, consultation, preparation of reports, and travel time.)

| | |
|--|---------------|
| Principal Engineer..... | \$175.00/hour |
| Project Manager..... | \$125.00/hour |
| Project Engineer, Weld Engineer or Geologist..... | \$105.00/hour |
| Staff/Field Engineer..... | \$85.00/hour |
| ICC Building Inspection (D.F.S. Approved)..... | \$80.00/hour |
| CAD Technician..... | \$75.00/hour |
| Special Consultation, Expert Testimony and Court Appearance..... | Quote |

MISCELLANEOUS

| | |
|--|--------------------------|
| Out-of-town living expenses, commercial travel costs, equipment rental, etc..... | N/A |
| Interest charged after 30 days from invoice date..... | 1.5%/month |
| Outside Laboratory Services..... | Quote |
| Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer..... | Quote |
| Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity..... | Quote |
| Mobile Laboratory..... | Quote (Project Specific) |

Joseph A. Zorack, P.E.

Senior Project Manager, Geotechnical Engineer, Loveland Office and Lab Manager
20 Years of Experience

EDUCATION

BS Civil Engineering – University of Colorado at Denver

PROFESSIONAL REGISTRATIONS and CERTIFICATIONS

P.E. – Professional Engineer – Colorado, Wyoming
Chi Epsilon Honor Society – Civil Engineering
Troxler Nuclear Safety Certification
Micro Paver Course, Illinois
PDA/CAPWAP Course, Ohio
ICC Structural Masonry Special Inspector
Deep Foundation Institute: High Strain Dynamic Pile Testing

EXPERIENCE

Senior Project Manager for GROUND's Northern Colorado Office, Loveland, Colorado. Provides geotechnical engineering and construction materials testing management. Engineering including subsurface studies and data analysis for foundation recommendations pertaining to spread footings, drilled piers, driven piles, post tension slabs, utility installations, and retaining walls, stabilization methods of subgrade and pavement section analysis and design. Geotechnical analysis includes working with CDOT standards and LRFD design methods associated with bridge design. Specialized skills within this field include high strain dynamic pile testing, falling weight deflection testing, and roadway distress survey.

Manages and supervises field technicians performing soil testing (field and laboratory), drilled pier observation, concrete testing (field and laboratory), structural masonry testing and observation, asphalt field testing, post-tension cable placement and elongation observation, chemically stabilized subgrade observation and testing, open hole observation and reinforcing steel observation.

PROJECT EXPERIENCE

| | |
|--|---|
| Town of Lyons (various) | Knowledge Quest Charter School |
| Army Aviation Support Facility, WY | I-25 and 104th Avenue Load Test |
| Clover Basin Waterline | I-25 and 120th Avenue Load Test |
| City of Greeley Ice Haus Sports Center | Spindel Hill Power Plant |
| City of Greeley Leisure Recreation Center | Windsor Ethanol Plant |
| Promenade Shops at Centerra | Cedar Creek Windfarm |
| Lincoln Place Loveland | RTD-Central Platte Valley Light Rail |
| Pepsi Distribution Facility, Greeley | City of Greeley Waterline |
| UNC West Campus Housing Facility | Loveland/Fort Collins Airport |
| CSU Lake Street Parking Garage | Leprino Cheese Factory (Greeley) |
| Embassy Suites Hotel and Convention Center | I-25 Viaduct through Trinidad Load Test |
| Cross Roads Commons Retail Center | and Geotechnical Recommendations |
| Vestas Blades Factory, Windsor | CSU Rec. Center Additions |

Agenda Item No: VIII-8

Meeting Date: March 21, 2016

Subject: Resolution 2016-35, a Resolution Approving the 2016 Boulder County Multi-Hazard Mitigation Plan

Presenter: Victoria Simonsen/Jacque Watson

Background:

In 2008 the Boulder Office of Emergency Management (OEM), together with the communities of Erie, Jamestown, Lafayette, Longmont, Louisville, Lyons, Superior, Ward, and the Boulder Valley and St. Vrain School Districts, prepared the first *Boulder County Multi-Hazard Mitigation Plan* to better protect people and property from the hazards that threaten Boulder County. By completing the plan, Boulder County became eligible for certain federal disaster assistance including the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program and the Pre-Disaster Mitigation program. Boulder County also earned credits for the National Flood Insurance Program's Community Rating System.

In 2013, as the OEM prepared to revise and update the plan as required by FEMA, officials sought to review the goals Boulder County communities set for themselves in the original plan; note the accomplishments of the past five years and any remaining goals not yet achieved; reassess the hazards residents face; and facilitate the setting of new hazard mitigation goals.

Through an inclusive revision process focused on the mitigation goals of Boulder County communities, officials have developed a revised plan that will help enable these communities to protect their critical facilities, reduce their liability exposure, minimize the impact and disruption caused by hazards, and reduce the costs of disaster response and recovery.

The communities within Boulder County are very familiar with the threats of fire and flood. Yet residents face other hazards as well, including tornados, drought, hailstorms, and even earthquakes. Each hazard threatens in some way the economy, property, and lives. Through mitigation, communities can reduce or eliminate much of the damage caused by potential hazards.

This revised and updated plan improves upon the 2008 plan and identifies new opportunities and strategies to reduce vulnerabilities and increase resiliency and sustainability in Boulder County communities. This plan continues to meet the requirements of the Disaster Mitigation Act of 2000 (PL 106-390) and the implementing regulations set forth by the Interim Final Rule published in the Federal Register on February 26, 2002 (44 CFR §201.6) and finalized on October 31, 2007. By meeting these requirements, Boulder County will remain eligible for federal disaster assistance and hazard mitigation funding under the Robert T. Stafford Disaster Relief and Emergency Act (PL 93-288). Access to these resources will be critical to enabling residents of Boulder County to mitigate against and recover from disaster.

**TOWN OF LYONS, COLORADO
RESOLUTION 2016-35**

**A RESOLUTION ADOPTING THE 2016-2021 BOULDER COUNTY
HAZARD MITIGATION PLAN**

WHEREAS, the Town of Lyons (the "Town"), with the assistance of Boulder County, has gathered information and prepared the 2016-2021 Boulder County Hazard Mitigation Plan; and

WHEREAS, the 2016-2021 Boulder County Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and

WHEREAS, the Town, a local unit of government, has made the 2016-2021 Boulder County Hazard Mitigation Plan available for review in the Town Clerk's office at Town Hall, and has thereby afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the Town of Lyons Board of Trustees has reviewed the Plan and affirms that the Plan will be updated no less than every five years; and

WHEREAS, the Board of Trustees desires to adopt the 2016-2021 Boulder County Hazard Mitigation Plan as the Town's Multi-Hazard Mitigation Plan, and to authorize Town staff to execute the actions set forth in the Plan.

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

Section 1. The Board of Trustees hereby adopts the 2016-2021 Boulder County Hazard Mitigation Plan as the Town's Multi-Hazard Mitigation Plan ("Town Plan"), and authorizes Town staff to execute the actions set forth in the Town Plan.

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

ADOPTED THIS 21st DAY OF MARCH 2016.

TOWN OF LYONS, COLORADO

John E. O'Brien, Mayor

ATTEST:

Deb Anthony, Town Clerk

MINUTES
TOWN OF LYONS

7:00 P.M., MONDAY, FEBRUARY 23, 2016

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

I. Roll Call and Pledge of Allegiance

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

II. General Business

1. Resolution 2016-24, a Resolution Approving the Primary Planning Area RFP

Matt Manley, Project Manager reported the town received 5 proposals; the selection committee consisted of himself, the Town Administrator Simonsen, Economic Development Jacque Watson, PCDC Greg Oetting & Dave Lock. Three teams were interviewed, we had a good process and it was unanimous agreement between the selection committee to chose Ricker Cunningham for this project. Project Manager Manley reported he would be meeting with Ricker Cunningham tomorrow and they are ready to hit the ground running, we will be setting up a timeline. Project Manager reported we received good feedback from town's they worked with in the past, the town is in a good position to manage the project and I will be dedicating my time to working with the consultant team. Project Manager Manley further reported the Consultants that are selected to produce the **Lyons Primary Planning Area Master Plan** Project shall: Analyze existing plans, policies, and regulations - including but not limited to the e 2010 Lyons Comprehensive Plan, Lyons Recovery Action Plan, Lyons Municipal Code, Lyons Environmental Sustainability Action Plan, Lyons-Boulder County IGA, Boulder County Comprehensive Plan, Wastewater Treatment Plant Process Engineering Report, Wastewater Treatment Plant Upgrade feasibility Study. Conduct Development Feasibility Assessment and Development Impact Analysis- Identify existing land uses and redevelopment constraints including utility capacity/connections and natural hazards (i.e., floodplain, steep slopes, etc.). Assess sites that are suitable for business and residential development as well as recreational uses. Results should be conveyed in a PowerPoint presentation and written report. Maps which illustrate opportunities and constraints should also be produced by the consultant team. As this planning process is taking place just after a devastating flood impacted so much of the Town of Lyons, the constraints assessment portion of this project is of primary consideration. The opportunities assessment portion of this project shall be guided by the goals of the town's primary planning documents. Focus areas shall include but are not limited to: Land Use & Growth, Economic Development, Housing, Environment, Parks, Trails & Open Space, etc., Engage stakeholders (see "Partners" list below) in refinement of the vision for the planning area. A *minimum* of three (3) public engagement sessions will be held for each of the "small area" plans, for a total of *at least* nine (9) public engagement sessions over the course of the entire PPA Master Planning project. Meeting facilitation, documentation of feedback and reporting of results will be the responsibility of the consultant team. The Town of Lyons is a community which consists of highly-engaged citizens. The involvement of residents and stakeholders is always of utmost importance for all planning processes. Intergovernmental collaboration is a high-priority for the town and this commitment is clearly outlined in the Lyons-Boulder County IGA. Town staff will assist in the scheduling and communicating of public feedback sessions and stakeholder interviews. Conduct Market Analysis for each of the three (3) small areas with consideration to economic development, housing and recreation opportunities. Market Analysis results should be conveyed in PowerPoint presentations and written reports. Maps which illustrate land uses opportunities should also be produced by the consultant team. The Market Analysis portion of this project shall be guided by the goals of the town's primary planning documents. The Market Analysis should determine what economic development opportunities are available, the type and number of businesses that can be located in the area, the type and density of housing that can be located on site, other potential land uses, and whether or not these developments are financially sustainable for the town considering the required investment, installation and maintenance of infrastructure to these areas. Create conceptual designs for a variety of development options for all three (3) planning areas, as well as for gateway treatments along the Eastern Corridor Planning Area. Visual interpretations of appropriate development options and opportunities should be created based on public feedback and in accordance with the Sustainable Design and Development Principles that are outlined in Appendix D of the 2010 Comprehensive Plan. Consultants should provide at least three (3) different conceptual designs *for each* small area plan which provide the town with illustrations of what new developments could look like. Recommend potential land use policy, design standards and regulation changes to implement the Plan (may include proposed overlay districts, design standards, amendments to the Lyons Municipal Code and language for adoption, etc). It is the intent of the Town of Lyons to have an enforceable planning document as a result of this project. A final draft of The Lyons Primary Planning Area Master Plan shall include: Development Feasibility Analysis, Market Analysis, Updated Land Use Map for the Planning Area, Conceptual Designs for the proposed elements in the Eastern Corridor & Gateway, the Western Corridor and Apple Valley, Proposed Policies and Regulations that allow for Implementation of the Plan, the Town of Lyons shall own the Final Plan, the conceptual designs, data, maps and any resulting reports.

BOT discussion concerning the contract, scope of services, number of public meetings (3 meeting per each area), economic analysis, engineering and drawings, market analysis, this project being the Project Managers primary focus,

66 concerns about Ricker Cunningham during the URA process (TA Simonsen stated they are refocused), concerns about
67 the timing of the project, scope of services, how confident is staff that the dates can be met. The BOT asked Project
68 Manager Manley to get the power point and present it to the BOT. Town Attorney Marcus McAskin suggested the
69 BOT continue item II – 1 until after item II-4 in order for Project Manager Manley to retrieve the power point. Project
70 Manager Manley reported the time line is based on the moratorium, we do understand this will be the most critical
71 due to the components involved and interest of property owners to annex, elements of the first phase are very
72 critical, if it takes a little longer we may be able to make up time with Apple Valley, we will have the time to go
73 through the entire public process, the later phases will be easier, we are all aware of the dynamics of this project.
74 Town Administrator Simonsen if the BOT has concerns this could be brought back to you at the March 7, 2016
75 meeting. Mayor Pro Tem Sullivan stated she would rather get through this tonight. Town Administrator Simonsen
76 stated she should have asked one of the trustees to be on the panel.

77 **Motion:** Mayor Pro Tem Sullivan moved to continue item II -1 until after item II-4

78 **Action:** Table, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee Barney Dreistadt.

79 Motion passed unanimously.
80

81 2. Resolution 2016-21, a Resolution Approving an Intergovernmental Agreement with the City of Longmont, Colorado
82 Regarding Delegation of Activities for the Boulder County Collaborative Community Development Block Grant
83 Disaster Recovery Sub-Allocation Grant # B-13DS-08-001:INF-00023

84 Town Administrator Simonsen reported the Collaborative has determined a method of distributing the sub-allocation
85 based on its Intergovernmental Agreement detailing the targeted percentage amount each partner will receive for
86 infrastructure and/or housing assistance projects. The City of Longmont, Colorado ("City") is the fiscal agent for the
87 Collaborative CDBG-DR sub-allocation of DOLA funds from HUD and is responsible for the development,
88 implementation, administration, and evaluation of HUD's CDBG-DR funds on behalf of the Collaborative Partners
89 ("Partners") and the Town possesses the authority and management capability necessary to assist the City in
90 executing its responsibilities as a CDBG-DR sub-grantee and has been determined by the City to be an appropriate
91 party to assume the primary administration of an activity described as "Buyouts and Acquisitions in CDBG-DR Program
92 Grant No. B-13-DS-08-001: INF-00023". Longmont has looked at this on behalf of Lyons and there is Rd 1 Funding that
93 has not been spent, they have offered the money to Lyons and Boulder for buyout homes but the \$1.4 billion dollars
94 has to be spent by February 29, 2016.

95 BOT discussion included Round 2 is based on the agreement upon allocation with the collaborative, policies were
96 adopted after the flood, proposed agreement, vetted by the State and Longmont, the town can't place public facilities
97 where it may displace someone from their home, reasonably rehabilitated means housing and community act,
98 keeping the pot of money separate for the 3rd round. Mayor O'Brien asked for a motion.

99  **Motion:** Mayor Pro Tem Sullivan moved to approve Resolution 2016-21

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

101 Motion passed unanimously.
102

103 3. Resolution 2016-22, a Resolution Approving a Agreement with Michow, Cox & McAskin, LLP.

104 Town Administrator Simonsen

105 Background from Town Attorney Tim Cox (Tim is not present, Marcus McAskin is present) in his absence It has been
106 my honor and pleasure to serve as the Town Attorney for the Town of Lyons since 2005 through my firm Widner
107 Michow & Cox LLP ("WMC"). Effective on March 1, 2016, WMC will be realigning into two law firms. Linda Michow,
108 Marcus McAskin and Kathie Guckenberger will be joining me at a firm to be known as Michow Cox & McAskin, LLP.
109 Robert Widner, Maureen Juran and Jill Hassman will be practicing at a firm to be known as Widner, Juran LLP. All of
110 the attorneys at WMC believe that this realignment will allow us to continue to provide each of our clients with high
111 quality, nimble and cost-effective representation and we expect the move to be a seamless transition. Under the
112 Colorado Professional Rules of Ethics, WMC is required to provide each of our clients with a notice of firm change,
113 along with the opportunity to select which firm/attorney will continue to represent the City. The proposed legal
114 services agreement with Michow Cox & McAskin LLP is attached for Council's consideration.

115 Town Administrator Simonsen reported at the last meeting the BOT authorized moving the town's legal files with
116 Michow, Cox and McAskin, the town needs to retain legal services for now until we have the opportunity to go out for
117 rfp's as the BOT has directed staff. The BOT has directed staff to put out an RFP for legal services. Town Administrator
118 Simonsen introduced Marcus McAskin. Town Attorney McAskin stated he had not had the opportunity to meet all of
119 you and hope to do so after the meeting. Town Attorney McAskin gave the BOT his background, from 2002-2009 he
120 worked with Grimshaw & Herring doing Special District work, joined up with Widner & Michow in 2009, I have a
121 Masters in Urban Planning and attend many events here in Lyons, I bring my boys to the concerts here during the
122 summer. Town Attorney McAskin stated he had been here all day and had worked on the Riverbend and Valley Bank
123 applications with staff and the applicants. There will not be a charge to the town for the services today. Town
124 Administrator Simonsen reported we now have a calendar on Google docs to help everyone keep track of what needs
125 to be done and what is coming that needs to be taken care of. There will be an internal directive concerning who can
126 access the calendar. Town Attorney McAskin stated this is the first I have heard that the town may be going out for an
127 rfp, the firm has represented the town for a long time, Town Attorney Cox for the last 10 years, I hope that we will be
128 able to work things out; I look forward to doing more work up in Lyons. Town Administrator Simonsen reported
129 through the disaster funding the town has identified independent contractors such as the town attorney, town
130 planner, town electrician, town engineer, town IP, that will all be going out for bid.

131 **Motion:** Mayor Pro Tem Sullivan moved to approve Resolution 2016-22.

132 **Action:** Adjourn, Moved by Mayor Pro Tem Connie Sullivan, Seconded by Trustee Dawn Weller.

133 Motion passed unanimously.

134
135 4. Resolution 2016-23, a Resolution Authorizing Change Orders for Demolition to the Town's Contract with Peak
136 Environmental for Demolition of Structures on Buyout Properties Within the Town of Lyons
137 Project Manager Joe Kubala reported, incredible deadline to tear down the houses and rehabilitate the lots. One of
138 the houses had a huge amount of asbestos, we had allocated \$5,000 per household, at this one house the bill is over
139 \$22,000 which has created the need for a change order. It will be covered under the DR funding.

140 BOT discussion.

141 **Motion:** Trustee Greenberg moved to approve Resolution 2016-23.

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

143 Motion passed unanimously.

144

145 1. CONTINUATION OF - Resolution 2016-24, a Resolution Approving the Primary Planning Area RFP
146 Project Manager Manley went over the power point from RickerCunningham, Community Strategists. The
147 presentation included Team and Personnel Qualifications, Business Philosophy, Relevant Experience with Planning
148 and Design Projects (local and regional), Approach to the Scope of Work, Value Added Work Products, Housing
149 Strategy, Financial Resources Assessment, Public Return on Investment Analysis, Incentive Policy and Ongoing
150 Assistance from RickerCunningham.

151 BOT discussion.

152 **Motion:** Mayor Pro Tem Sullivan moved to approve Resolution 2016-24

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

154 Motion passed unanimously.

155

156 III. Other Items of Concern

157 Finance Director Cavalier updated the BOT on CDBG-DR funding for projects along the St Vrain Creek.

158

159 IV. Executive Session

160 Discussion of the possible sale or transfer of real or personal property and determining positions relative to matters
161 that may be subject to negotiations, developing strategy for negotiations and instructing negotiators, and receiving
162 legal advice from attorneys representing the Town on any specific legal questions pursuant to C.R.S. Sec. 24-6-
163 402(4)(a), Sec. 24-6-402(4)(e), and Sec. 24-6-402(4)(b), respectively, and specifically, discussion of the proposed sale
164 of land owned by the Town, and obtaining advice as needed from the Town Attorney on any related legal issues.

165 "Executive session pursuant to C.R.S. Section 24-6-402(4)(e) for the purposes of determining positions relative to
166 matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators
167 regarding the status of the temporary use permit for the Riverbend property . "

168 **Motion:** Mayor Pro Tem Sullivan moved to go to ex session, for discussion of the possible sale or transfer of real or
169 personal property and determining positions relative to matters that may be subject to negotiations, developing
170 strategy for negotiations and instructing negotiators, and receiving legal advice from attorneys representing the Town
171 on any specific legal questions pursuant to C.R.S. Sec. 24-6-402(4)(a), Sec. 24-6-402(4)(e), and Sec. 24-6-402(4)(b),
172 respectively, and specifically, discussion of the proposed sale of land owned by the Town, and obtaining advice as
173 needed from the Town Attorney on any related legal issues.

174 "Executive session pursuant to C.R.S. Section 24-6-402(4)(e) for the purposes of determining positions relative to
175 matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators
176 regarding the status of the temporary use permit for the Riverbend property . "

177 **Action:** Approve, **Moved by** Mayor Pro Tem Connie Sullivan, **Seconded by** Trustee Dan Greenberg.

178 Motion passed unanimously. (9:00 pm)

179

180 V. Adjournment

181

182 Respectfully submitted by;

183

184

185 _____
Deb Anthony, MMC, Town Clerk

Mayor John E. O'Brien

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

189

Item # IX-1

Meeting Date: 3/21/16

Subject: A resolution Adopting/Approving the Lyons Parks Flood Recovery Process/Plan.

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 to complete the process and associated plans for the Lyons Parks Flood Recovery Planning Process (www.lyonsparksmp.com) From July through November of 2015. Through a series of nine public meetings, utilizing the Lyons Recovery Action Plan and other existing Town planning documents and information, 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 focused on the following areas:

- 1) Develop a plan to restore and enhance Bohn Park.
- 2) Develop a plan to restore and enhance Lyons Valley River Park (McConnell Ponds) and Corridor Trail areas.
- 3) Develop a comprehensive Trails Plan-based on current trails, existing master plans, and new opportunities given the flood event, solicit public input to develop a comprehensive Trails Master Plan to ensure maximum connectivity to parks, neighborhoods, schools, downtown district and local businesses, local transit, regional trail connections, and other critical access points.
- 4) Develop a River Restoration Plan for designated park areas and other associated public lands including the Black Bear Hole and other "pocket parks".
- 5) Address concepts for new opportunities for potential flood acquisition properties-Park Development Opportunities/Stream Access and Restoration/Trail Connections and Alignments/Recreational Opportunities/Etc.
- 6) Operations and Maintenance Plan/Financial Analysis-Given the flood event and magnitude of the recovery efforts, develop strategies for best practices for operations and maintenance, new maintenance standards for all parks/facilities/amenities, budget requirements and availability to meet desired outcomes, staffing requirements and availability to meet desired outcomes, cost of required services based on planned amenities, facility management requirements, expense vs. revenue analysis for proposed parks/amenities, and overall cost benefit analysis for major parks and associated amenities. This may require additional services.

DHM has had the opportunity to incorporate and summarize all of the information from the process into a final draft plan document which has been provided for your review. This process culminated in the completion of 30% design plans for the Bohn Park Flood Recovery Plan, Lyons Valley River Park Flood Recovery Plan, Trails Plan, Concepts for the Acquisition Properties and Operations and Maintenance/Financial Analysis. The Bohn Park Flood Recovery Plan 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. The 2016 Lyons Bohn Park Final Design and Bid Project is set to kick off in March 2016 and carrying through the bidding for construction in summer of 2016 with the completion of Bohn Park construction in the summer of 2017.

Staff Recommendation: Staff recommends the approval of a resolution Adopting/Approving the Lyons Parks Flood Recovery Process/Plan.

**TOWN OF LYONS, COLORADO
RESOLUTION 2016-36**

A RESOLUTION APPROVING AND ADOPTING THE FINAL PLANNING REPORT OF THE TOWN OF LYONS PARKS FLOOD RECOVERY PLANNING PROCESS

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

WHEREAS, the Town, with the assistance of DHM Design and S20 Design and Engineering, facilitated completion of the Lyons Parks Flood Recovery Planning Process ("Planning Process") in November 2015; and

WHEREAS, the Planning Process utilized the Lyons Recovery Action Plan and other existing Town planning documents and incorporated information about proposed improvements, amenities, and facilities that were developed and accepted by the public through public meetings and comments gathered on a project web site as well as comment cards provided at each meeting; and

WHEREAS, as a result of the Planning Process, Town staff and consultants have developed a Final Planning Report of the Town of Lyons Parks Flood Recovery Planning Process, which contains plans to restore and enhance Bohn Park, Lyons Valley River Park (McConnell Ponds), and Corridor Trail areas; to develop a comprehensive Trails Plan and other plans for designated park areas and other associated public lands; to develop concepts for potential use of properties acquired through the flood buy-out program; and to develop a plan to operate and maintain Town parks, trails, facilities, and amenities consistent with a related financial analysis; and

WHEREAS, the Bohn Park Flood Recovery Plan was approved by the Board of Trustees on November 30, 2015, and is currently in the final stages of design; and

WHEREAS, Town staff and consultants presented the Final Planning Report of the Town of Lyons Parks Flood Recovery Planning Process to the Board of Trustees to ensure that it is consistent with the Board's vision for the long-term design, use, operation, maintenance, and funding of Town parks, trails, facilities, and amenities; and

WHEREAS, the Board of Trustees desires to approve and adopt the Final Planning Report of the Town of Lyons Parks Flood Recovery Planning Process.

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

Section 1. The Board of Trustees hereby formally approves and adopts the Final Planning Report of the Town of Lyons Parks Flood Recovery Planning Process.

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

ADOPTED THIS 21st DAY OF MARCH 2016.

TOWN OF LYONS, COLORADO

John E. O'Brien, Mayor

ATTEST:

Deb Anthony, Town Clerk

Meeting Date: March 21, 2016

Subject: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DHM DESIGN CORPORATION FOR THE 2016 LYONS BOHN PARK FLOOD RECOVERY FINAL DESIGN AND BID PROJECT PW: 20E

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

Background Information:

The Town of Lyons solicited proposals for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project Number PW 20E related to the September 2013 flood. Seven hundred and seventy-four companies were sent the full Request for Proposal (attached) via the Rocky Mountain E-Purchasing System, several were landscape architect/design firms or landscape construction firms and several were river restoration engineers or whitewater park consultants.

Three proposals were received from such design firms on the RFP deadline date of February 25, 2016- Design Workshop, THK Associates, Inc. and DHM Design all submitted valid proposals. After careful review and scoring of the three proposals by a team which included town staff, town engineers, and town board and commission members, the review team identified DHM Design to be the most qualified bidder providing the most comprehensive services in line with the criteria and scope spelled out in the RFP.

Town staff and the evaluation team also identified DHM as having substantial and critical background related to post flood recovery efforts, specific to Lyons. DHM assisted Lyons immediately following the flood with the Lyons parks damage assessment process, GOCO Flood Recovery Grant, and Meadow Phase I Process. In addition, DHM has familiarity with the Town of Lyons community and town process. Therefore, we recommend the final design and bid project for Bohn Park be awarded to DHM Design.

DHM Design outlined a full scope, schedule and cost breakdown for this project in their submitted proposal and has noted the notice of award/kick off in March 2016 and carrying through the bidding for construction in summer of 2016 with the completion of Bohn Park construction in the summer of 2017.

The primarily funding source for this project will be FEMA reimbursement. The professional services agreement is set for an amount not to exceed Six Hundred Forty Thousand Four Hundred Four Dollars (\$640,404.00). This not-to-exceed amount is comprised of the base bid price of \$592,954.00, the optional Construction Administration Services price of \$25,160 (Optional CA Services for DHM @ \$12,760, Optional CA Services for S2O @ \$9,600 and Optional CA Services for Irrigation @ \$2,800), and the optional Skate Park Design Services price of \$22,290 (Optional Skatepark Design-Pillar Design Group @ \$19,890 and reimbursable expenses @ \$2,400).

Staff Recommendation: Staff recommends the approval of the professional services agreement with DHM Design Corp. for the 2016 Lyons Bohn Park Final Design and Bid Project PW20E

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

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DHM
DESIGN CORPORATION FOR THE 2016 LYONS BOHN PARK FLOOD RECOVERY FINAL
DESIGN AND BID PROJECT PW: 20E**

WHEREAS, Bohn Park in the Town of Lyons suffered substantial damage in the September 2013 flood; and

WHEREAS, in accordance with the Town's purchasing policies, the Town solicited bids on Wednesday, February 3, 2016 for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW: 20E ("Project"); and

WHEREAS, the Request for Proposals for the Project went out to seven hundred and seventy-four firms via the Rocky Mountain E-Purchase system; and

WHEREAS, the companies receiving the Request for Proposals were comprised of landscape architect/design firms, river restoration engineers, and whitewater park design consultants; and

WHEREAS, Town staff and members of Town boards and commissions evaluated and scored the three (3) proposals submitted by the deadline date of Thursday, February 25, 2016; and

WHEREAS, based upon this evaluation, Town staff determined that DHM Design Corporation, a Colorado corporation ("DHM Design"), was the most qualified firm to complete the Project; and

WHEREAS, at its regular meeting on March 7, 2016, the Board of Trustees authorized the Town Administrator to issue a Notice of Award to DHM Design and authorized Town staff to negotiate a contract with DHM Design in conformance with the terms and conditions set forth in the Request for Proposals; and

WHEREAS, the Board of Trustees desires to enter into an agreement with DHM Design for the Project substantially in the form of the Disaster Recovery Services Agreement attached hereto as Exhibit A in an amount not to exceed Six Hundred Forty Thousand Four Hundred Four Dollars (\$640,404.00). This not-to-exceed amount is comprised of the base bid price of \$592,954.00, the optional Construction Administration Services price of \$25,160 (Optional CA Services for DHM @ \$12,760, Optional CA Services for S2O @ \$9,600 and Optional CA Services for Irrigation @ \$2,800), and the optional Skate Park Design Services price of \$22,290 (Optional Skatepark Design-Pillar Design Group @ \$19,890 and reimbursable expenses @ \$2,400).

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

Section 1. The Town Board of Trustees hereby approves the Disaster Recovery Services Agreement for the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project in substantially the form attached hereto as Exhibit A and authorizes the Mayor or Mayor Pro Tem to execute such agreement and such other documents as are necessary to implement this Resolution.

**Town of Lyons
DISASTER RECOVERY SERVICES AGREEMENT**

This DISASTER RECOVERY SERVICES AGREEMENT ("Agreement") is made and entered into this 21st day of March, 2016, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "Town"), and DHM DESIGN with offices at 900 South Broadway, Suite 300 Denver, CO 80209 (the "Contractor").

WITNESSETH

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

WHEREAS, the Town issued a Request for Proposals for the services which are the subject of this Agreement; and

WHEREAS, the time for submittal of proposals has passed, and the Town has evaluated the proposals submitted against previously established criteria; and

WHEREAS, the Town has identified the Contractor as the most qualified responsible bidder; and

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

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

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

1.0 SERVICES AND PURPOSE OF AGREEMENT

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

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

2.0 COMPENSATION

- 2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in Exhibit A, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed **Six Hundred Thousand Thirty Eight and Four Dollars (\$638,004.00)**. This not-to-exceed amount is comprised of the base bid price of \$592,954.00, the optional Construction Administration Services price of \$25,160 (Optional CA Services for DHM @ \$12,760, Optional CA Services for S2O @ \$9,600 and Optional CA Services for Irrigation @ \$2,800), and the optional Skate Park Design services price of \$22,290 (Optional Skatepark Design-Pillar Design Group @ \$19,890 and reimbursable expenses @ \$2,400).
- A. Method of Compensation. The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology and amounts described in Exhibit A subject to the not to exceed amount set forth in this Section. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Scope of Work completed. Progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all improvements embraced in this Agreement.
- B. Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work or Services as set forth in Exhibit A. The total amount of final payment shall consist of the compensation set forth in paragraph 2.1, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor.
- C. Should work beyond that described in Exhibit A be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies.
- D. The Town, before making any payment, may require the Contractor to furnish at no additional cost releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- 2.2 Reimbursable Expenses. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses. If the Agreement is for compensation based on a time and materials methodology, the following shall be considered "reimbursable

expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

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

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

- 2.3 Increases in Compensation or Reimbursable Expenses. Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.
- 2.4 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.
- 2.5 Town Dispute of Invoice or Invoiced Item(s). The Town may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed

charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE

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

- 3.1 General. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from the Town Representative and the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. The Contractor shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 3.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.
- 3.3 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense

of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town ; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

- 3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.
- 3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in Exhibit A; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.
- 3.6 Standard of Performance. In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or sub-contractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform

the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within Exhibit A. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.

- 3.7 Review of Books and Records. The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.
- 3.8 Licenses and Permits. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.9 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3.10 Employment of or Contracts with Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or

contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.

- 3.11 Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and/or other data supplied to the Contractor (by the Town or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

4.0 TERM AND TERMINATION

- 4.1 Term. This Agreement shall be effective on **March 22, 2016 at 12:01 a.m.**, (the "Effective Date") and shall terminate on the earlier of the date upon which all obligations of the Parties have been met (including completion of all Services, submission of all invoices, and completion of all payments) or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.
- 4.2 Continuing Services Required. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Administrator, the Town Representative, or other Town employee expressly authorized in writing to direct the Contractor's services.
- 4.3 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and

C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.

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

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

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

5.0 INSURANCE

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

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); or
- The Contractor shall secure and maintain the following ("Required Insurance"):
 - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
 - Comprehensive General Liability insurance with minimum combined single limits of Two Million Dollars (\$2,000,000) each occurrence and of Four Million Dollars (\$4,000,000) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used

in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

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

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

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

A. For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.

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

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

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

5.3 Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain

and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

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

6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

- 6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.
- 6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third-party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:
- A. The Contractor shall not be entitled to and shall not defend such claim; and
 - B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
 - C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and
 - D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the Town shall indemnify

and hold Contractor harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.

6.3 Indemnification for Certain Claims. For any claim not within the scope of Section 6.2 above, Contractor expressly agrees to indemnify and hold harmless the Town, and any of its council members, board members, commissioners, officials, officers, agents, Contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Contractor or any of its employees, agents, or others acting on Contractor's behalf in performance of the Services. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by the Contractor to indemnify or hold the Town, its elected officials, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the Town, its elected officials, boards, commissions, officials, officers, agents, Contractors, attorneys, or employees. The Contractor's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

6.4 Defense of Claims.

A. Claims Against Both the Town and Contractor. In the event any claim is asserted by a third-party against both the Town and Contractor arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Town shall be entitled to elect to defend such claim on behalf of both the Town and Contractor subject to the provisions governing indemnification set forth in this Section. In the event that the Town elects to defend such claim, the Town shall consult with Contractor in such defense but the Town is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the Town elects to defend such claim, Contractor may at its own cost and expense elect to assume the defense of Contractor, in which case Contractor shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

B. Claims Against Only One Party. In the event of any claim asserted by a third-party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate,

the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the Services or any claim that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

7.0 RECORDS AND OWNERSHIP OF DOCUMENTS

- 7.1 Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.
- 7.2 Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.
- 7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-

203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

- 7.4 Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

8.0 FORCE MAJEURE

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

9.0 REMEDIES

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

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

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

10.0 MISCELLANEOUS PROVISIONS

- 10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 10.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.
- 10.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.3 shall not authorize assignment.
- 10.4 No Third-party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 10.5 Article X, Section 20/TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Centennial, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

- 10.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 10.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 10.8 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 10.9 Interpretation and Mutual Negotiation. It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either Contractor or Contractor's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.
- 10.10 Paragraph Captions. The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

- 10.11 **Agreement Controls.** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- 10.12 **Integration and Amendment.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and the Contractor.
- 10.13 **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 10.14 **Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- 10.15 **Notices.** Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the Town :

If to Contractor:

| | |
|---|---|
| Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540 | DHM Design 900 South Broadway, Suite 300 Denver, CO 80209 |
| With Copy to: Town Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111 | With Copy to: |

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

11.0 ATTACHMENTS

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

- Contractor's Certificate(s) of Insurance **Attachment A**
- Federal Emergency Management Agency's ("FEMA") Requirements **Attachment B**
- Contractor Proof of Professional Licensing **Attachment C**

12.0 AUTHORITY

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees

Not Required

By: _____
Mayor or Mayor Pro Tem

Approval by Town Administrator

Not Required

By: _____
Victoria Simonsen, Town Administrator

ATTEST:

Debra K. Anthony Town Clerk

APPROVED AS TO FORM (Excluding Exhibits)

Not Required

For Town Attorney's Office

CONTRACTOR:

By: Mark Wilcox

Printed name: MARK WILCOX

Its: Vice President

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing Disaster Recovery Services Agreement was acknowledged before me this 17th day of March, 2016, by Mark Wilcox as Vice President of D&M Design Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 9/19/16.

Joy J. Gess
Notary Public

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



**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 etseq.).

2. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE *(applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees; 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).

1. 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).

2. ACCESS TO RECORDS

A. The Contractor agrees to provide the Town, FEMA, and 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.(32)

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, has disposed of all such litigation, appeals, claims or exceptions related thereto.44 CFR§13.36(i)(11).

4. 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 Part5), which are incorporated herein.

5. 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

6. 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.

7. 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).(33)

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.

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 of \$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(j)(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.(34)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);

(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 answerer 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.

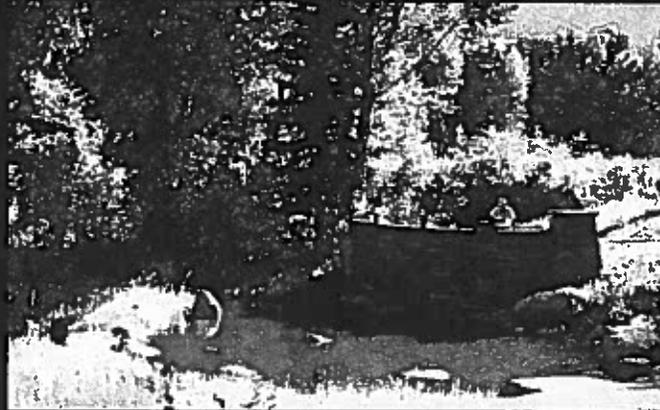
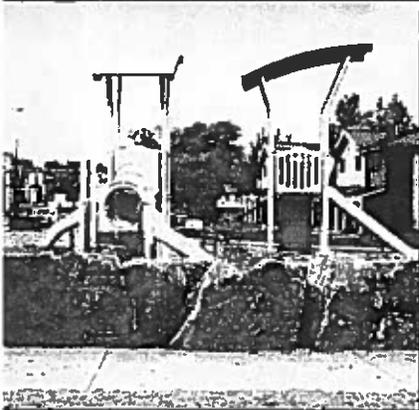
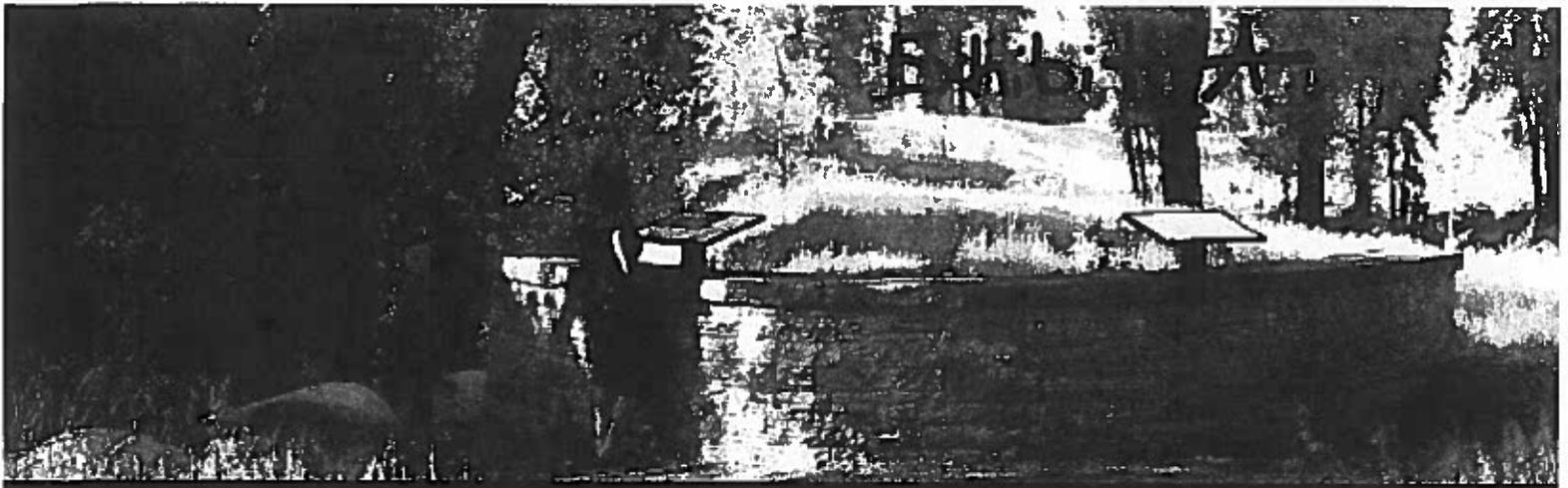
(3) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or 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. (35) 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 another 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 _____, 2016

By:  By: _____
Contractor Town Administrator



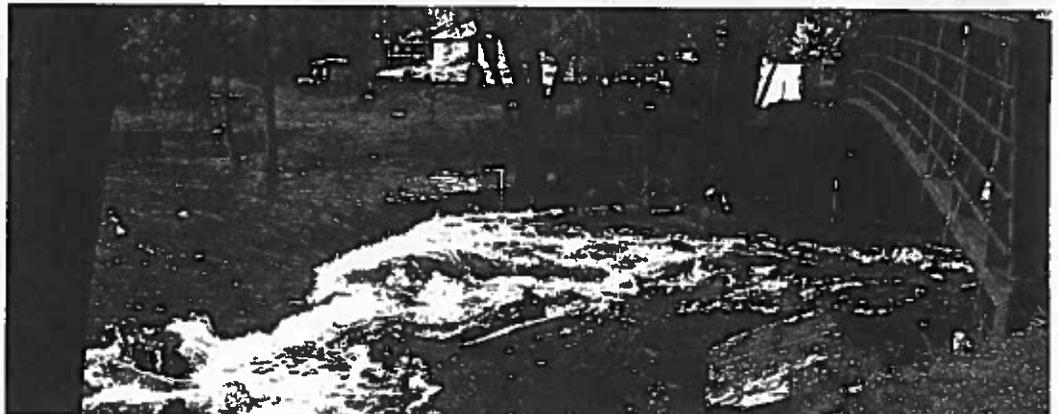
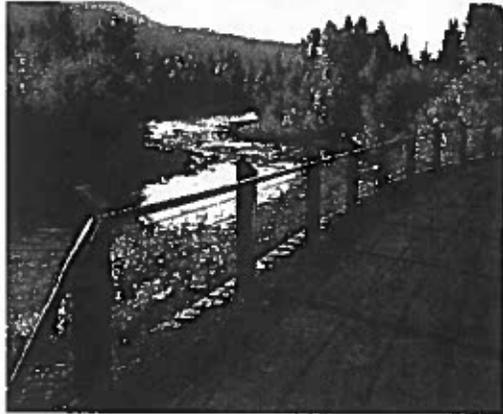
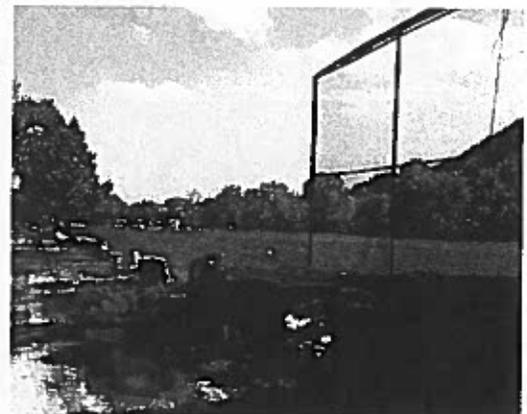
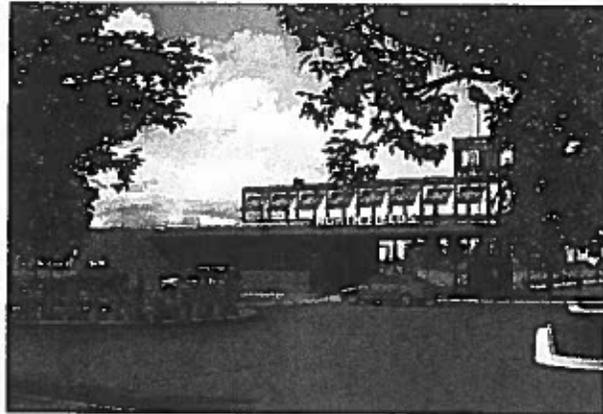
Response to Request for Proposals for
2016 LYONS BOHN PARK FLOOD RECOVERY FINAL DESIGN AND BID PROJECT
Project Number: PW20E

February 25, 2016

DHM DESIGN LANDSCAPE ARCHITECTURE
URBAN DESIGN + LAND PLANNING
ECOLOGICAL PLANNING



2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project



A. Cover Letter

Introductions to our company and summary of qualifications.

1 B. Use of Subcontractor/partners

List of subcontractors we will be using for this project.

1 C. Minimum Mandatory Qualifications

Meeting and exceeding the mandatory qualifications.

2 D. Company Information

Overview of company information requested.

3 E. Evaluation Criterion #1 - Company and Personnel Qualifications

Overview of company information requested and Resumes.

15 F. Evaluation Criterion #2 - Recent Experience With Similar Projects

Project experience of our team that are similar in nature to this project.

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

Our project approach, work plan, timeline, and communication overview.

32 H. Evaluation Criterion #4 - Project Control

How our firm will control costs along with software and methods used to stay on schedule and track progress.

33 I. Evaluation Criterion #6 - Proposed Scope of Work and Fee

A detailed breakdown of our fees and expenses to complete the scope of work.

J. Illegal Alien Certificate

Attachment A.

K. Proposal Acknowledgement

Attachment B.

L. Affirmative Action Steps

Attachment C.

M. Contractor's Certification of Compliance

Attachment D.

N. Attachment Environmental Clearance Requirements

Attachment E.

O. FEMA Requirements

Attachment F.

February 25, 2016

Mr. Dave Cosgrove, Director of Parks

Ms. Sloane Nystrom, Parks Project Manager

Town of Lyons Department of Parks, Recreation and Cultural Events

432 5th Avenue

Lyons, Colorado 80540

Mr. Cosgrove, Ms. Nystrom, and Members of the Selection Committee:

We are excited to present to you this proposal for final design services for Bohn Park. You will see from our proposal that we've included a team that has the experience and skills to help you realize your vision to enhance recreation opportunities, build connections, and restore ecological health to Bohn Park. We are a team that has worked together on many complex projects and understand the requirements to develop accurate plans to secure accurate costs from contractors. We understand the volatility of the construction market and have the knowledge, experience and relationships with the construction industry to confidently develop final designs that are within budget, delivered on time, and are managed as smoothly as possible from design, permitting, and construction. You will see from our past work and clients that they have been completely satisfied with the work performed and how well the project has been managed.

Our team has been involved in flood restoration efforts on many of the watersheds affected by the 2013 flood events. We have also worked on numerous park projects with very similar aggressive schedules and programming. We recently completed master planning and designs for a \$6.5 million sports park in Aurora within a 5 month time frame for design and construction occurring over the next 10 months.

Our long-standing partnership with S2O has been a seamless integration of services for clients from Montrose, to Boise, to Oklahoma City and with our recent work experience for the Town of Lyons. It is our history together and our understanding of each other's strengths that will allow for the most efficient possible project management for the Town.

We have assembled a team of highly qualified experts in park planning and design to cover a range of services for park and recreation types that are identified in the RFP. I will lead the design team as Principal-in-Charge and Project Manager. As a leader in recreational planning and design I have over 20 years of experience helping communities develop effective and sustainable solutions in park design and construction. My work experience with many of Colorado's communities will provide in-depth knowledge of design, construction, detailing, and project management.

Stephen Ellsperman, DHM Design's Director of Ecological Planning Services, will be a valuable resource in understanding the ecological needs associated with stream and ecological restoration as part of this design effort.

Our design and practice emphasizes the following:

- Deep understanding of construction and design detailing
- Significant track record of working with Colorado municipal parks departments
- Ability to shorten the discovery process by being knowledgeable of the Town's previous planning efforts and previous public meetings with the community
- Ability to meet an aggressive schedule and develop accurate plans
- Extensive experience working within Colorado's rivers and flood recovery projects
- Aligning with clients vision to develop final designs that work for you
- Consistent delivery of projects - on time and within budget
- Collaborative spirit of partnership with the stakeholders

Having assisted the Town of Lyons with Phase 1 of Meadow Park and FEMA Inventory and Flood Damage Assessments, and recently with the development of the Town of Lyons Parks Planning Recovery Process we believe our team has the familiarity and understanding necessary to hit the ground running and work with the Town to meet the accelerated project schedule. We have a strong personal and professional desire to help rebuild after the 2013 floods that will provide the Town of Lyons an even greater asset than before.

We thank you for this opportunity to submit our qualifications and proposal. Please don't hesitate to call me at 720.763.3966 with any questions or concerns.

Sincerely,
DHM Design Corporation



Mark Wilcox, ASLA, PLA
Principal
mwilcox@dhmdesign.com
720.763.3966

B. Use of Subcontractors/Partners



Lyons Bohn Park Flood Recovery, Durango, CO

As a small business with a specialized discipline focus, we team with firms around the country who are the best in their given field and offer the most competitive rates. This is a benefit to you as the client, because it offers a diversity of skills and innovation that you don't find with a single multi-disciplinary corporation. Through years of teaming on countless projects with these very same team members, we fine tuned our logistic and communication efficiencies that bring the best of all worlds to this project.

Our team has successfully collaborated on similar projects. These professional relationships have resulted in a very efficient, effective and creative project process that we will bring to the Town. This team provides the expertise and capacity to produce a plan that addresses the detailed requirements of the RFP, applies tried and true design and project bidding techniques that will result in practical site specific solutions that utilize graphic illustrations and mapping to help illustrate the vision of the final design of Bohn Paark

For the 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project we have assembled the following sub-consultants. Their Roles and Responsibilities are expanded in Evaluation Criterion #1.

S2O Design and Engineering
Icon Engineering
Barker Rinker Seacat
Ecosystems Services
CiviArts
Shannon & Wilson
Hydrosystems
K.V.S.E Structural Engineers
The Ballard Group
AEDG
iD Sculpture
Pillar Design Studios
Redstone Cyclery

C. Minimum Mandatory Qualifications

Meeting and Exceeding Qualifications

DHM Design is a Landscape Architecture and Planning firm with 40 years of experience. We have successfully completed many similar projects to this one. Recently DHM Design created the Parks Flood Recovery Master Plan for the town. Also, DHM performed damage assessments in Lyons for FEMA funding grants, which included an analysis of all pre-flood open space and recreation amenities determining a replacement cost following the September 2013 flooding. Subsequently, the team was hired to design a Phase 1 redevelopment of Meadow Park, which was a fast track design/construction project that would allow events to be held in 2014. DHM Design has also completed a master plan for Meadow Park that was used for a GOCO funding grant application which resulted in an award of a \$1 million dollar grant presented by Governor John Hickenlooper, in order to begin construction in 2015. S2O Design and Engineering was the lead firm for that team and we are happy to have them on our team for this project.

S2O is the world's premier white water park design firm and has become the #1 firm for challenging, unique projects. S2O has worked closely with many communities around the world, including the Town of Lyons, guiding them through the public and design processes required to create internationally acclaimed river corridors and White water parks. DHM Design and S2O are thrilled to work together again for the Bohn Park Flood Recovery Final Design. We have an exemplary history together working on similar projects, such as the Montrose White Water Park and Oklahoma City White Water Park.

The Project Manager for the Final Design and Bid Project for Bohn Park will be Mark Wilcox. Mark has been a Landscape Architect in Colorado for over 20 years (License Number 204).

D. Company Information

DHM DESIGN LANDSCAPE ARCHITECTURE
URBAN DESIGN + LAND PLANNING
ECOLOGICAL PLANNING

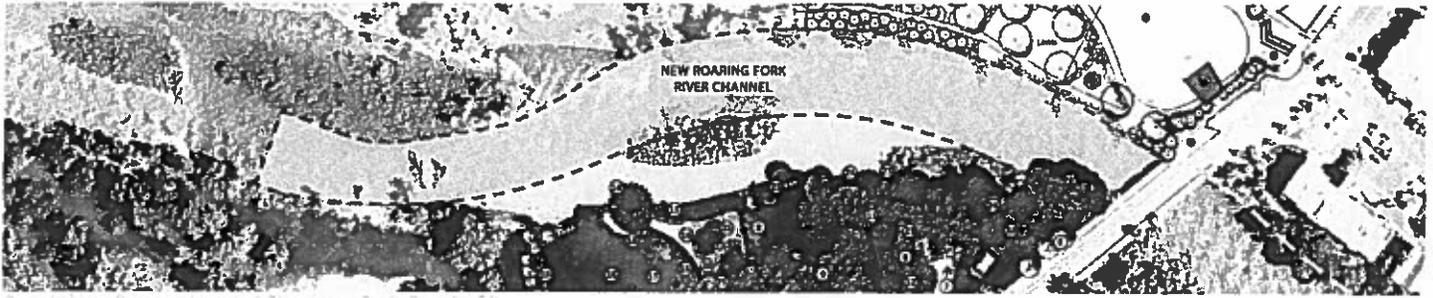


Photo: Aerial Photo of Roaring Fork River, 2009, CO

1. Location and Principals

DHM Design Corporation
900 South Broadway, Suite 300
Denver, CO 80204
Tel: 303.892.5566

Principals:

Laura Kirk, ASLA, President
Mike Gasper, ASLA, CLARB
Bill Neumann, ASLA, LEED AP
Mark Wilcox, ASLA
Ann Christensen, LEED AP
Gregg Brown, ASLA, ULI
Dave Carpenter, AIA
Graham Smith, ASLA, LEED AP, CLARB
Stephen Ellsperman
Karen Current
Joy Gess

4. Comprehensive List of Services Provided

LANDSCAPE ARCHITECTURE

Master Plans
Site Analysis/Design
Revegetation Plans
Concept Alternatives
Construction Documentation/Administration
Landscape Assessments

RESTORATION

Ecological Restoration Design, Implementation, and Management
Wetland Permitting, Design, Delineation, and Monitoring
Constructed Wetland Design and Implementation
Natural Resource Inventory and Management
Natural Resource Permitting
Park and Open Space Management Planning
Sustainable Park Design
Community Forestry Investigation and Management
Trail Design and Management
Botanical Investigations, mapping, and protection
Noxious Vegetation Identification Mapping, and Management
Wildlife Resource Management and Planning

2. Year the firm was established

Established in 1975, we are an internationally recognized leader in landscape architecture, land planning, urban design and environmental planning.

3. Pending Plans to Sell or Merge

DHM Design has no plans to sell or merge our company. In 2001, we reorganized DHM Design's corporate structure to become an employee owned company thru the use of an ESOP. As business owners, we all place a higher degree of importance on client satisfaction and success. Our ESOP structure has allowed us to compile a significant cash reserve, quite challenging for most professional corporations. Our cash reserve allows us to "weather the storm" and plan for "sunny days", while maintaining our strong intellectual capacity. We are also able to operate without debt and maintain a strong line of credit, if needed, with well-established banking relations.

PLANNING

Master Planning
Ecological
Visioning
Entitlements
Regulation Review
Annexation
Zoning/Rezoning
Form Based Codes
Special Use Process
Subdividing
Site Approval
Rural Cluster
Conservation Easements
Permitting Services
Reclamation
Rural Planning
Design Review Committee
Final Design and Development

FACILITATION

Consensus Building
Public Facilitation

URBAN DESIGN

Codes and standards
Development/Design Guidelines
Streetscape
Metro Districts
Infill

VISUAL COMMUNICATION

MARKETING COMMUNICATIONS

Signage
3D Modeling
Graphic Design
Wayfinding
Online Strategies

E. Evaluation Criterion #1 - Company and Personnel Qualifications

Firm Overview and Business Philosophy

DHM is a story of innovation and growth.

Established in 1975, we are an internationally recognized leader in landscape architecture, land planning, urban design and environmental planning. Our experience embraces a diverse portfolio of planning and design projects:

- National Park Service
- Resorts and Communities
- Historic and Civic Facilities
- Parks, Open Space, and Greenways
- Mixed-use Developments
- Urban Transportation Systems
- Private Estates and Rural Properties

We advocate a collaborative design process, working hand-in-hand with our clients, their communities and the design team to turn ideas into reality.

Skilled in facilitation and graphic presentations, we add significant value to the public process. Our ability to produce compelling and descriptive graphics on the spot brings visual meaning to the discussion and keeps the planning and design process accessible and engaging for all participants.

We understand the nuances of creating real places and engaging the people who use them.

Our calling is to create balance between form and function, vision and budget, desire and need. Our holistic approach incorporates all elements, including programming, site characteristics, culture and history, engineering, drainage, and environmental factors in order to create a balanced site plan. We excel at achieving project goals while satisfying diverse interests and creating places that fit within the larger context of environment and community.

DHM is employee-owned.

With a staff of 51, we have 5 office locations:
3 in Colorado: Denver, Carbondale, Durango
1 in Raleigh, North Carolina
1 in Bozeman, Montana

Organized around teams in various areas of expertise, we are able to draw on each other's talents and skills to offer integrated, place-based design.

We understand the power of place and our responsibility as landscape architects to positively impact people with our designs.

Our belief in community and place-based design has allowed us to grow a portfolio of significant projects that are rooted in both social and environmental sustainability. Through our dedication to creating community, we have gained valuable experience with site master planning, transportation planning, and facilitation of public involvement in the design process.

DHM DESIGN

Organizational Chart and Commitment

DHM Design has the capacity to devote the time, attention, and qualified staff necessary to complete your project. With a staff of 51 professionals supporting our team's efforts, we are very confident in our ability to produce documents and deliverables in a timely and efficient manner. If selected, DHM Design pledges to staff this project with the key individuals noted below and we will make all of these individuals available immediately to begin work on this project.

| Town of Lyons | | |
|---|--|-------------------------------------|
| | | % of Time dedicated to this project |
| Landscape Architecture, Project Management | | |
| DHM Design | | |
| Mark Wilcox, PLA, ASLA - Principal in Charge, Project Manager, Day-to-Day Contact Garrett Graham, Senior Designer Michaela Kaiser - Designer Stephen Ellsperman - Director of Ecology <i>Additional Support Staff Available As Needed</i> | | 60% 70% 60% 15% |
| SBE | | |
| Civil Engineering, Drainage, Hydraulics S2O Design and Engineering Scott Shipley, PE - Principal 20% Nathan Werner - Senior Engineer 60% Christine Clark, PE 40% Dan Woolley, PE 20% SBE | Civil Engineering, Site Engineering ICON Engineering Doug Williams, PE - Principal 20% Kent Barringer, PE 40% | |
| Architecture Barker Rinker Seacat Ken Berendt, NCARB, Building Design Architect 15% Janine Glaeser, Building Design PM 30% Joel Hermann, Building Design Designer 30% | Ecological Permitting Ecosystem Services, LLC Grant Gurnee, PWS 60% Jon Dauzvardis, PWS 63% SBE | |
| Survey CivilArts Frank Drexel, PLS 10% Pete Steger, PLS 10% | Geotechnical Engineer Shannon & Wilson, Inc. Greg Fischer, Principal/Project Manager 25-35% Justin Crummett, Project Engineer 35-45% | |
| Irrigation Hydrosystems•KDI, Inc. Ken DiPaolo (CID) 10% Thomas Beall (CID) 10% SBE | Site and Building Structural Engineering K.Y.S.E. Structural Engineers Rodger Young, PE 15% | |
| MEP The Ballard Group Tim Harris, CPD, LEED AP 10% | Site and Building Lighting Electrical AEDG Jon Brooks, PE, IALD, LEED AP BD+C, CxA 15% | |
| Climbing Boulder Consultant ID Sculpture Ian Glass Volunteer | Skate Park Design Pillar Design Studios Brad Siedlecki 15% SBE Bike Park/Mountain Bike Loop Trail Redstone Cyclery Dave Chase Volunteer | |

Key Personnel and List of Sub Consultants

Primary Consultant

DHM Design

Mark Wilcox, PLA, ASLA
Garrett Graham
Michaela Kaiser
Stephen Ellsperman

Sub Consultants

S2O Design

Scott Shipley, PE
Nathan Werner, PE
Christine Clark, PE
Dan Woolley, PE

Icon Engineering

Doug Williams, PE, CFM
Kent Barringer, PE

Barker Rinker Seacat

Ken Berendt, NCARB
Janine Glaeser
Joel Hermann

Ecosystem Services, LLC

Grant Gurnee, PWS
Jon Dausvardis, PWS

CivilArts

Frank Drexel, PLS
Pete Steger, PLS

Shannon & Wilson, Inc.

Greg Fischer
Justin Crummett

Hydrosystems KDI

Ken DiPaolo (CID)

Thomas Beall (CID)

K.Y.S.E. Structural Engineers

Rodger Young, PE

The Ballard Group

Tim Harris, CPD, LEED AP

AEDG

Jon Brooks, PE, IALD, LEED AP
BD+C, CxA

ID Sculpture

Ian Glass

Pillar Design Studios

Brad Siedlecki

Redstone Cyclery

Dave Chase

Sub-consultant Contact Information

| Firm | Primary Contact | Address and Contact Information |
|-------------------------------|-----------------|--|
| S2O Design and Engineering | Nathan Werner | 429 Main Street, Lyons, CO 80540 970.232.6486 nathan@S2Odesign.com |
| ICON Engineering | Doug Williams | 7000 S. Yosemite Street, Suite 120, Centennial, CO 80112 303.221.0802 dwilliams@iconeng.com |
| Barker Rinker Seacat | Ken Berendt | 3457 Ringsby Court, #200 Denver, CO 80216 303.455.1366 kenberendt@brsarch.com |
| Ecosystem Services | Grant Gurnee | 11712 Montgomery Circle, Longmont, CO 80504 970.812.3267 grant@ecologicalbenefits.com |
| CivilArts | Frank Drexel | 1500 Kansas Avenue, Suite 2-E, Longmont, CO 80501 303.682.1131 fdrexel@civilarts.us |
| Shannon & Wilson, Inc. | Greg Fischer | 1321 Bannock Street, Suite 200, Denver, CO 80204 720.258.4102 grf@shanwil.com |
| Hydrosystems*KDI, Inc. | Ken DiPaolo | 860 Tabor Street, Suite 200, Lakewood, CO 80401 303.980.5327 kend@hydrosystemskdi.com |
| K.Y.S.E. Structural Engineers | Rodger Young | 1888 Sherman Street, Suite 770, Denver, Colorado 80203 720.932.3744 ry@kyse-structural.com |
| The Ballard Group | Tim Harris | 2525 S Wadsworth Blvd #200, Lakewood, CO 80227 303.988.4514 tharris@theballardgroup.com |
| AEDG | Jon Brooks | 1900 Wazee Street, Suite 350, Denver, CO 80202 303.296.3034 jbrooks@aedesign-inc.com |
| ID Sculpture | Ian Glass | 435 Industrial Park Road, Gunnison, CO 81230 970.641.1747 ian@ipsculture.com |
| Pillar Design Studios | Brad Siedlecki | 1628 E Southern Ave #9-140, Tempe, AZ 85282 480.777.3470 brad@pillardesignstudios.com |
| Redstone Cyclery | Dave Chase | 355 Main St, Lyons, CO 80540 303.823.5810 n/a |

DHM DESIGN

We have worked to create quality recreational experiences since 1975. We have come to understand that recreation is not just recreation anymore. It is interconnected with a myriad of issues, from public health and local economies to the protection of fragile ecosystems and the preservation of national treasures. Our knowledge of this mosaic has matured and deepened, fostering a sensitivity to the many interests at stake. The future of recreation depends on the widespread understanding of these complex relationships and their potential impact on our quality of life. As landscape architects, we have the opportunity to encourage this understanding and transcend perceived boundaries of what recreation is and what it can be. Rus Meinzer was the Project Manager that performed damage assessments in Lyons for FEMA funding grants, which included an analysis of all pre-flood open space and recreation amenities determining a replacement cost following the September 2013 flooding.

Mark Wilcox, PLA, ASLA

Mark Wilcox will be the day-to-day contact and will oversee the development of design plans, technical documents, bidding, and related products. His experience on parks and trails master plan projects of every size will guide the team throughout the contract. From park and trail master plans, to restoration projects, to natural and interpretive play and education, Mark has a great knowledge and appreciation for the Colorado park system and is eager to continue a relationship with the Town of Lyons on this project.

Mark was the lead designer and principal for Denver's newest park and premier outdoor environmental education center, Johnson Habitat Park. The vision behind Johnson Habitat Park was to create opportunities for inner city youth to explore and learn about nature and the South Platte River in fun, creative, and safe ways. The project is highlighted this springs Building Dialog Magazine and May's issue of 5280 Magazine, focusing on all the fun activities and opportunities to learn about the environment.



Reinventing Whitewater

S2O has a passion for white water parks that are fun and that create an amenity for paddlers and other river based recreation in the community. Their design methodology has evolved to create white water parks for all types of river recreation and passive uses. They have found that this benefit, in turn, drives economic benefits for local businesses. White water parks are about inviting the community outside by creating healthy, active, outdoor recreation within the river corridor. They become community parks that provide a place to gather, play and learn.

Their parks are designed to accommodate a range of stream flows, as well as provide bank enhancements and river access to offer recreational opportunities for varied users, including paddlers, rafters, tubers, anglers, walkers/joggers, and spectators.

Mark will coordinate DHM staff, consultants, and will be responsible for quality control and product delivery. Mark will also provide scoping, staffing, and detailed project development for all task orders. Working closely with the Town, Mark will assign staff and manage subconsultants as required to meet the needs and schedule of the project. Mark will guide and lead the planning and designing efforts, as well as handle contracts and invoices. As an expert in trails, outdoor play and education, parks, rivers, and greenways, Mark has a skilled eye for turning sites into engaging spaces for education, play and recreation. He continually works to challenge his staff to strive for innovative, creative design solutions for the clients DHM is proud to serve.



They design natural-looking attractive white water features that not only create unparalleled recreational opportunities but also provide for river function and fish passage.

S2O Design and Engineering, which is located in Lyons, Colorado, has extensive experience working with the Town of Lyons. They have provided design services for the 2012 Lyons Master Plan and the 2012 GOCO Grant application that the Town of Lyons submitted in conjunction with the Cities of Boulder and Longmont. In addition, following the devastating Flood of 2013, they have worked closely with the Town of Lyons on a number of temporary and long-term projects.

ICON ENGINEERING, INC



ICON Engineering, Inc. is a mid-sized consulting firm with a national reputation for excellence. ICON offers its clients expertise in the Planning, Design, and Management of civil engineering projects, with a particular emphasis on drainage, flood control, and watershed management. ICON specializes in complex floodplain modeling and hydrologic/hydraulic analyses, development of river master plans, stream stabilization and restoration, bridge hydraulics and design, in addition to design of utility and storm water infrastructure. Since the 2013 floods, our staff has been continuously active in communities including Boulder County, City of Boulder, City of Aurora, Weld County, City of Fort Collins, Town of Milliken, and Estes Park, completing flood documentation, updating flood risk maps, and preparing flood repair design and restorations plans.

BARKER RINKER SEACAT ARCHITECTURE

Barker Rinker Seacat Architecture (BRS) will provide restroom and picnic shelter design documents and CA services. BRS has completed many projects with DHM, most notably our collaboration on National Park Service work for over 25 years.

BRS has completed design for many project types, including park facilities, comfort stations, concession buildings, park shelters, maintenance facilities, visitor centers and recreation centers. Our clients include National Park Service, U.S. Forest Service, Colorado State Parks, and municipalities.



Ecosystem Services, LLC (ecos) is an expert ecological consulting company that specializes in understanding natural systems in their context (wild or urban) and has a successful track record for successfully restoring and enhancing aquatic, wetland and riparian habitat throughout the Intermountain West, Colorado, and our local communities. Our passion for restoring ecological benefits and services is supported by our experience in regulatory compliance and the positive relationships that we have built with agency regulators to get projects permitted and constructed. Our background in fisheries biology, wetland ecology, threatened and endangered species, landscape architecture, understanding of geomorphology and water resource engineering principles, and integration of environmental education and recreational facilities makes ecos a strong collaborative team member.



CivilArts is uniquely qualified to provide all the contemplated services. CivilArts is a local firm that offers personalized project management by industry leading professionals, a highly qualified & experienced staff, state-of-the art equipment and software resources, and a track record of service to municipal and county government, including Town of Lyons.

SHANNON & WILSON, INC.

Geotechnical site characterization is at the heart of what Shannon & Wilson does every day. Their understanding of geologic conditions and the ability to relate these conditions to design is a key differentiator. Shannon & Wilson's geologists and engineers are well-versed in all aspects of geologic site investigation, including: compilation of existing geologic information; air photo analysis and interpretation; geologic and structural mapping; geotechnical drilling in soil; rock coring; excavation of test pits; geophysical studies; environmental drilling and sampling; installation of groundwater monitoring wells, piezometers, and in situ pressuremeter testing; and installation and monitoring of geotechnical instrumentation.



HydroSystems KDI is uniquely qualified to meet the needs of clients and project owners and is dedicated to providing a level of service and technical expertise in irrigation system design that is unmatched in the consulting industry.



K.Y.S.E. Structural provides design service to numerous local architectural clients as well as consultation to contractors, developers and owners. Project types are diversified, with experience in nearly all types of industrial, institutional, and corporate facilities. The relationships we have nurtured with our clients have produced a confidence and trust which has grown over the course of multiple projects.



The Ballard Group, Inc.
Mechanical Consulting Engineers

The Ballard Group, Inc. provides quality mechanical engineering services. The scope of our work is comprehensive and varied in the mechanical engineering field with specific emphasis on heating, ventilation, air conditioning, plumbing and fire protection design. Our operating philosophy is to provide sound, innovative engineering services tailored to the individual needs of our clients, on time and within budget. We accept each job as a challenge to deliver energy efficient and cost-effective mechanical systems utilizing our professional expertise.



Architectural Engineering Design Group, Inc.

Architectural Engineering Design Group, Inc. was established as a single discipline firm providing electrical engineering and lighting design services. The single discipline approach allows the firm to focus on our passion. Being able to hone in on our interests ultimately yields the best results.

ID Sculpture

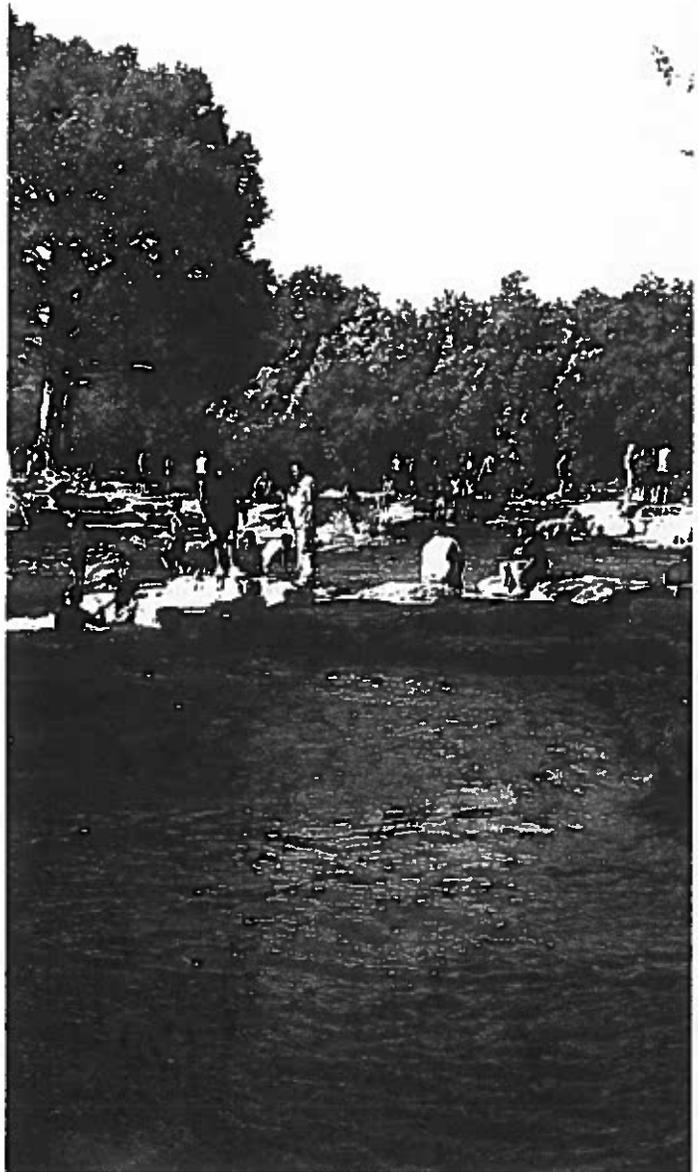
ID Sculpture's mission is to foster creativity, community, and play with extraordinary playgrounds and interactive sculpture. ID Sculpture sets out to reinvent the playground--to transform it from something ordinary into an unexpected, innovative play space. ID Sculpture wants to spark the imagination, inspire learning, and surprise everyone with what a playground can be.



The ultimate goal of Pillar Design Studios is to provide quality, professional design and planning services from the knowledgeable view of a landscape architect and active Skateboarder. The Pillar Design Studios team embraces all types of action sport facilities and believes that each park should be unique, promote creativity, and are versatile enough to include all community members.



Redstone Cyclery is a world wide top 20 Turner dealer and a top 30 Intense dealer. Redstone started in 2003 as the "worlds smallest bike shop" but now has grown immensely. The shop is located in downtown Lyons and caters to cyclist from Larimie, Wyoming to Colorado Springs, Colorado.





MARK WILCOX
Principal | Professional Landscape Architect, Colorado | ASLA

DHM DESIGN

Education: B. of Landscape Architecture, Kansas State University, 1994

Relevant Project Experience

Mark has been involved in a variety of projects; planning and designing parks, trails, public facilities, athletic fields; streetscapes and community designs; resort master planning and development. Mark's contributions to DHM showcase his many diverse talents from managing projects to creating beautiful colorful renderings; planning and designing parks, trails, and greenways, and understanding the technical aspects of implementing these designs.

- Lyons Parks Flood Recover Planning
- Johnson Habitat Park
- Aurora Sports Park Expansion
- Blue River Trail
- Weir Gulch/Sun Valley River Front Park
- Silverthorne Parks Master Plan
- Sand Creek Trail and Greenway



GARRETT GRAHAM
Senior Designer

DHM DESIGN

Education: B. of Landscape Architecture, West Virginia University, 2010

Relevant Project Experience

- Coal Creek Watershed Master Plan
- Sun Valley River Front Park
- Johnson Habitat Park
- Blue River Trail



MICHAELA KAISER
Senior Designer

DHM DESIGN

Education: M. of Landscape II, PennDesign, University of Pennsylvania, 2014
B. of Science Landscape Architecture, Colorado State University, 2012

Relevant Project Experience

- Aurora Sports Park Expansion
- Johnson Habitat Park
- Silverthorne Parks Master Plan
- Pikes Peak Summit Complex



STEPHEN ELLSPERMAN
Principal | Director of Ecological Planning

DHM DESIGN

Education: B.S. in Natural Resource Management, Colorado State University, 1991

Relevant Project Experience

Stephen has 23 years of experience in all aspects of natural resource management, permitting, and planning. From park and open space management to wetland design and construction, Stephen's work is permeated by his deep connection to ecological relationships.

- Basalt River Restoration; Basalt, CO
- Old Pond Park; Basalt, CO
- Bear Dance Ranch; Eagle County, CO
- James H Smith Open Space; Aspen, CO
- Platte Farm Open Space; Denver, CO
- Crown Mountain Park Master Plan; El Jebel, CO



SCOTT SHIPLEY
 President | MSME | Professional Engineer, Colorado



Education: M. of Mechanical Engineering, Georgia Institute of Technology, 2002
 B. of Mechanical Engineering, Georgia Institute of Technology, 2001

Relevant Project Experience

Currently operates a firm that specializes in top-end white water park planning, design, construction, and operations. Scott's firm either manages, or works in joint venture, to bring industry leading experts to the table to ensure that these white water super-parks are expertly and efficiently designed, implemented, and opened.

- 2012 Olympic White water Venue, UK
- Durango Boating Park, CO
- San Marcos Dam Stabilization Project, TX
- The U.S. National White Water Center Charlotte, NC
- The Bow River White Water Park, Calgary, AB, Canada



NATHAN WERNER
 Civil Engineer | Professional Engineer, Colorado



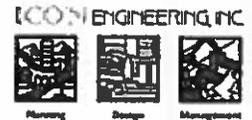
Education: B. of Science in Civil Engineering, Colorado State University, 2008

Relevant Project Experience

Currently manages projects through planning, permitting, design, and construction. Primary work includes in-stream white water parks, stream channel restoration and stabilization, and flood impacts mitigation.



DOUG WILLIAMS
 Principal | Professional Engineer, CO, WY, MD



Education: B. of Science in Civil Engineering, Clarkson University, 1978

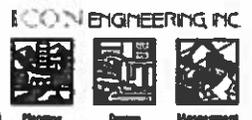
Relevant Project Experience

Doug Williams has had a wide variety of engineering experience in water resources planning, design and construction, drainage and flood control projects. His practical approach to problem solving has been coupled with an awareness of aesthetics that has produced facilities that are functional as well as community amenities.

- Carson Park Drainage Improvements
- Johnson Habitat Park
- Star K Ranch Detention
- Four Star Park
- Aurora Jewell Wetlands
- Horseshoe Park
- Lakewood Gulch Confluence Park
- Piney Creek Trail
- Aurora Sports Park Expansion
- Weir Gulch/S. Platte River Park



KENT BARRINGER
 Senior Project Manager

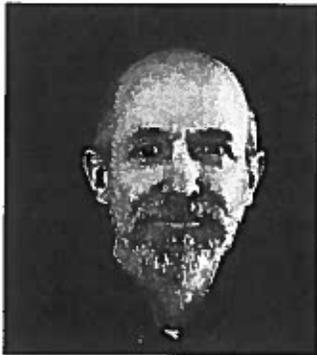


Education: B. of Science in Civil Engineering, Colorado State University, 1979

Relevant Project Experience

Ken Barringer has a strong background in water resources, parks and roadway planning, design, and construction. He has served as the primary design engineer on numerous parks, trail, and flood control projects throughout Colorado, and has an extensive resume in working with Landscape Architects both active and passive recreation facilities.

- Johnson Habitat Park
- Weir Gulch/S. Platte River Confluence Park
- Lakewood & Dry Gulch Confluence Park
- Sloans Lake Soccer Fields



KEN BERENDT
Principal | NCARB

Education: B. of Architecture, University of Detroit, 1979
B. of Science in Architecture, University of Detroit, 1978

Relevant Project Experience

Ken Berendt is a Principal and Project Manager whose talent is in design and the ability to quickly put concept to paper. He has been the Principal in Charge of several community recreation centers on a national level. Ken is skilled at orchestrating the design team to bring a project in on time and on budget.



GRANT GURNEE
Owner | Senior Restoration Ecologist | Fisheries & Wildlife Biologist
Wetland Ecologist | PWS



Education: MCRP, Environmental Planning and Law Program, Rutgers University, 1989 – 1994
Bachelor of Science, Biology, Richard Stockton College of N.J., 1984

Relevant Project Experience

Grant has 31 years of experience in wetland ecology, restoration ecology, wildlife and fisheries biology, environmental planning, and regulatory compliance.

- Saint Vrain Creek Restoration and Floodplain Resiliency Plan, Town of Lyons, CO
- Edwards Eagle River Restoration Project, Edwards, CO
- 2013 Flood and 2014 Runoff Events, Damage Restoration, Cache la Poudre River, CO
- Front Range Umbrella Mitigation Bank, Colorado



JON DAUZVARDIS
Owner | Senior Restoration Ecologist | Landscape Architect
Wetland Ecologist | PWS



Education: Master of Landscape Architecture, Texas A&M University, College Station, 1995
Bachelor of Science, Environmental Design, University of Missouri, Columbia, 1991
Architecture Study, Harvard University Graduate School of Design, 1989

Relevant Project Experience

As practitioner of restoration ecology and landscape architect, Jon specializes in restoring habitat structure and how to manage natural landscapes so that they function, change, and respond positively over time.

- St. Vrain Creek Lyons Valley River Park Riparian Corridor Enhancement, Lyons, CO
- Saint Vrain Creek Restoration and Floodplain Resiliency Plan, Town of Lyons, CO

FRANK DREXEL
President | Chief Surveyor | Professional Land Surveyor, Colorado



Education: University of Colorado – Continuing Education Program (1983)
Professional Land Surveyors of Colorado – Survey Refresher Course (1985)
Seminar, ION GPS Conference – GPS Tutorial (1989)

Relevant Project Experience

Frank has assembled a team of experts in engineering design, development consulting & entitlements, surveying, geodesy, and construction staking. Frank has placed great emphasis in the technical direction of the Firm's land surveying capability and is also responsible for company-wide business development, staffing, operations, and administration. He provides over 39 years of land surveying and geodetic experience and has been registered to practice land surveying in the State of Colorado since 1986.

GREGORY FISCHER

Senior Vice President | PhD | Professional Engineer, Colorado + 24 other states



Education: PhD, Civil Engineering, University of Washington, 1994
MS, Civil Engineering, University of Illinois, 1986
BS, Civil Engineering, University of Illinois, 1984

Relevant Project Experience

Greg Fischer has 30 years of geotechnical engineering experience in all aspects of geotechnical and civil design.

- McConnell Bridge Replacement, Lyons, CO
- Sand Creek Pathway, Commerce City, CO
- Aurora Sports Park Expansion, Aurora, CO
- Bear Creek Trail and Greenway, Morrison, CO

JUSTIN CRUMMETT

Senior Geotechnical Engineer | Professional Engineer, Colorado



Education: MSE, Civil Engineering, The University of Texas at Austin, 2009
BS, Civil Engineering, Oregon State University, 2007

Relevant Project Experience

Justin has over six years of experience on a wide variety of geotechnical engineering projects.

- Southeast Metro Stormwater Authority (SEMSWA), Arapahoe Lake Channel and Drop Structure Improvements, Centennial, CO
- Weld County Flood Repairs, Weld County, CO
- Westerly Creek Flood Control Improvements, Aurora, CO



KEN DIPAOLO

President | IA Certified Irrigation Designer



Education: University of Colorado – 2 years (General Studies)
Mechanical Drafting Certificate from Siebel School of Drafting

Relevant Project Experience

Ken DiPaolo has been in the irrigation industry for 38 years. Ken oversees the development of irrigation master plans, construction documents, construction administration, design-built irrigation designs for contractors. Ken has developed irrigation master plans, construction documents and construction period services for such notable projects as:

- Washington Park Renovations
- Civic Center park –Phase 1 & 2
- Dick's Sporting Goods Stadium and Soccer Complex
- Barnum Park North
- Alamo Placita Park
- Glendale Sports Complex
- Barnum Park East
- Memorial Park for City of Arvada



THOMAS BEALL

Project Manager | Water Feature & Pump Consultant
IA Certified Irrigation Designer



Education: Metro State College, Denver - 2 years (General Studies)

Relevant Project Experience

Mr. Beall is an Associate of HydroSystems-KDI and assists in irrigation system design, golf course design and planning and handles all aspects of pump design and water feature design. Thomas has developed water management plans, irrigation master plans and construction documents for such notable projects as:

- Aurora Sports Park, Aurora, CO
- Lowry Athletic Fields, Denver, CO
- Denver International Airport, Denver, CO
- Coors Ballfield Perimeter, Denver, CO

RODGER YOUNG

Professional Engineer, Colorado + 16 other states



Education: B. of Science in Civil Engineering, University of Nebraska - Lincoln, 1978-1981

Rodger Young has extensive experience in the design of wood, masonry, concrete, steel, composite steel, and post-tensioned concrete building systems. Representative projects have been built in various locations throughout the country including high seismic areas of California, mountain construction of Colorado, and major metropolitan areas of Boston and Washington D.C. He is experienced in project management, budgeting, scheduling and quality assurance as well as the business aspects of marketing, client maintenance, financial control, and long range strategic planning.

TIM HARRIS

Principal | CPD | LEED AP



Education: B.S. in Construction Technology, 1981

Relevant Project Experience

Tim Harris serves as Principal In Charge of Plumbing, Fire Protection and Medical Gas Engineering.

- Pioneer Park, Commerce City, CO
- Del Mar Park Aquatics, Aurora, CO
- Erie Community Park, Phase II, Erie, CO
- Richardson Ball Parks, Richardson, TX
- Beck Recreation Center, Aurora, CO
- Aurora Public Schools

JON BROOKS

Principal | PE | IALD | LEED AP BD+C | CxA

Education: B. of Science in Architectural Engineering, University of Colorado, Boulder

Relevant Project Experience

Jon Brooks helped to found AEDG, Inc. in 2004 and has been an integral part of the design team.

He provides the expertise and coordination commitment required for lighting, power systems, and sustainable systems.

- Aurora City Park, Aurora, CO
- Crestview Park Restrooms & Facilities, Jefferson County, CO
- Mary Carter Greenway Facilities, Littleton, CO
- St. Vrain Greenway, Longmont, CO
- Valverde Park Ballfields & Picnic Areas, Denver, CO
- Springhill Park, Aurora, CO
- Bond Park Master Plan, Estes Park, CO
- Staunton State Park, Pine, CO



BRIAN SIEDLECKI

Project Manager | Lead Designer

Education: B. of Science in Landscape Architecture, Arizona State University
Associates in Architectural Engineering, Alfred State College



Relevant Project Experience

With years of experience serving the needs of municipal and private clients across the United States, Brian Siedlecki has designed some of the most distinctive and custom Skate, BMX, and Moto-cross facilities in the world. His reputation has been built on integrity, quality of service, the ability to deliver inimitable design concepts and impeccable skill in the production of construction documentation.

- Yamaguchi Skatepark, Pagosa Springs, CO
- Montez Skatepark, Monte Vista, CO
- Historic 4th Ward Skatepark, Atlanta, GA
- Lakeside Skatepark, Kissimmee, FL
- Historic 4th Ward Skatepark, Atlanta, GA
- Lafayette Bike Park, Lafayette, CA

Past Projects Our Team Has Worked Together On

As a small business, with a single discipline focus, we team with firms who are the best in their given field and offer the most competitive rates. This is a benefit to you, as the client, because it offers a diversity of skills and innovation that you don't find with a single multidisciplinary corporation. We feel these team members have dialed in the logistic and communication efficiencies that bring the best of all worlds to this project.

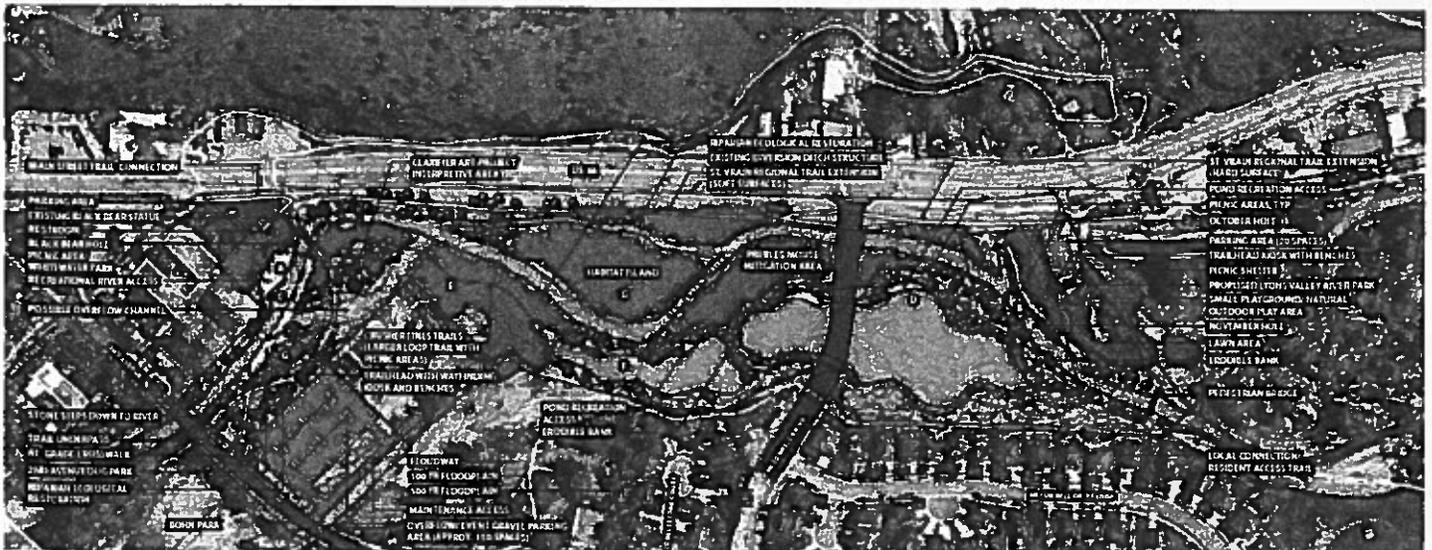
Below is a list of project that DHM Design has worked on with the current primary team members in the last five years.

S2O Design and Engineering

Lyon's Park Flood Recovery Master Plan; Lyons, CO
Meadow Park Phase I; Lyons, CO
Flood Assessment; Lyons, CO
Montrose Whitewater Park; Montrose, CO
Oklahoma River Whitewater Facility; Oklahoma City, OK

ICON Engineering

Lyon's Park Flood Recovery Master Plan; Lyons, CO
Lyon's Stormwater Master Plan; Lyons, CO
Aurora Sports Park Expansion; Aurora, CO
Centennial Trail - Phase 3; Littleton, CO
Coal Creek Trail Disaster Recovery; Boulder, CO
Sun Valley Riverfront Park; Denver, CO
McClelland Creek Restoration; Ft. Collins, CO
Boulder Creek Master Plan; Boulder, CO
Pinery Creek; Douglas County, CO
Johnson Habitat Park; Denver, CO
Ft. Collins On-Call Services; Ft. Collins, CO
Greeley Downtown Stormwater Master Plan; Greeley, CO



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

Projects Similar In Nature To This Project

Johnson Habitat Park (DHM Design)

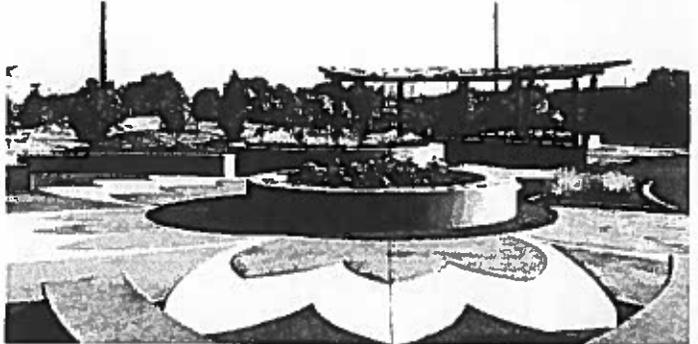
Denver, Colorado

Cost: \$5.5 Million (Construction est. and actual)
\$376,000 (Design only, est. and actual)

Reference: Michael Bouchard, 720.913.0613
michael.bouchard@denvergov.org

Completed: June 2015

Description: The goal at Johnson-Habitat Park was to create an environmental education hub for urban children, families and outdoor enthusiasts, adjacent to the South Platte. Features include an outdoor classroom, fire ring and overlook plaza, and tent pads - many children and families will be experiencing the joy of camping outdoors overnight for the first time. Denver will add two river access platforms for boat put-ins/take-outs as well as fishing, trailhead rest areas, interpretive signage, and soft surface trails that connect with the improved hard surface South Platte River Regional Trail that traverses Johnson-Habitat Park. To extend the vision to adjacent Vanderbilt Park, improvements will include social and environmental education trails, and an interpretive overlook and dock at Vanderbilt Lake.



Aurora Sports Park Expansion (DHM Design)

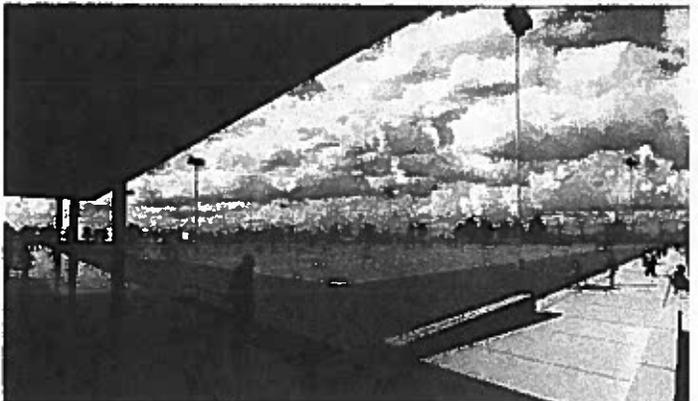
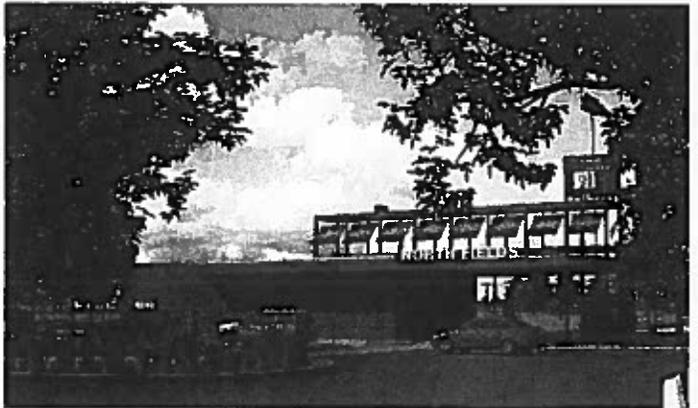
Aurora, Colorado

Cost: \$6.358 Million (Construction, est. and actual)
\$678,000 (Design only, est. and actual)

Reference: Lori Tagawa, 303.739.7160
ltagawa@aurora.gov

Completed: 2015

Description: DHM Design was selected for the preparation of a Master Plan Amendment and to lead the public input process for the City of Aurora. The existing site is a 250-acre sports park located off East Colfax Avenue and Dunkirk Street. The site is currently at its capacity and additional facilities were needed to keep pace with demand. In 2014 the City of Aurora acquired two parcels of land adjacent to the existing park. This expansion project focuses on the west 17 acre parcel. The proposed expansion activities include 4 Multiuse Synthetic Turf Sports Fields and Support Facilities, Restrooms, Landscape and Irrigation, Parking, Roadways, Field and Site Lighting, Concessions, Pedestrian Pathways, and Landscaping. Construction is expected to begin early 2015 and be completed by October 2015.



Meadow Park: Phase 2, Saint Vrain Creek (S20)

Town of Lyons, Colorado

Expected construction budget: \$4.5 Million

Contractor's fee: \$115,100 (Design) \$50,000 (Fish Passage Study)

Project Manager/Project Engineer: Nathan Werner

Key Staff: Scott Shipley – QA/QC, Fish Passage Study Lead;

Dan Woolley – Geomorphic Analysis, Hydraulic Analysis

Project Dates: October 2014-April 2016.

Construction: Summer 2015 through April 2016

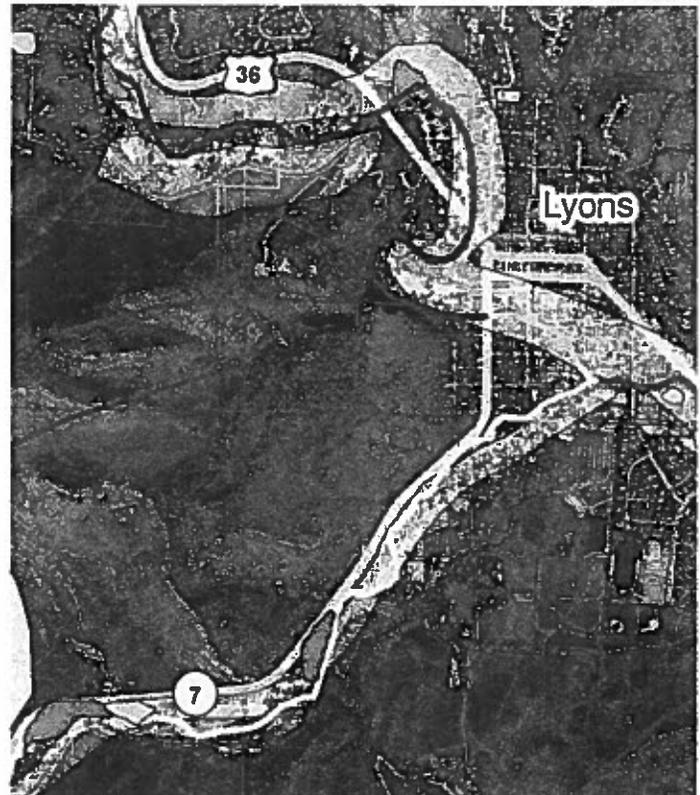
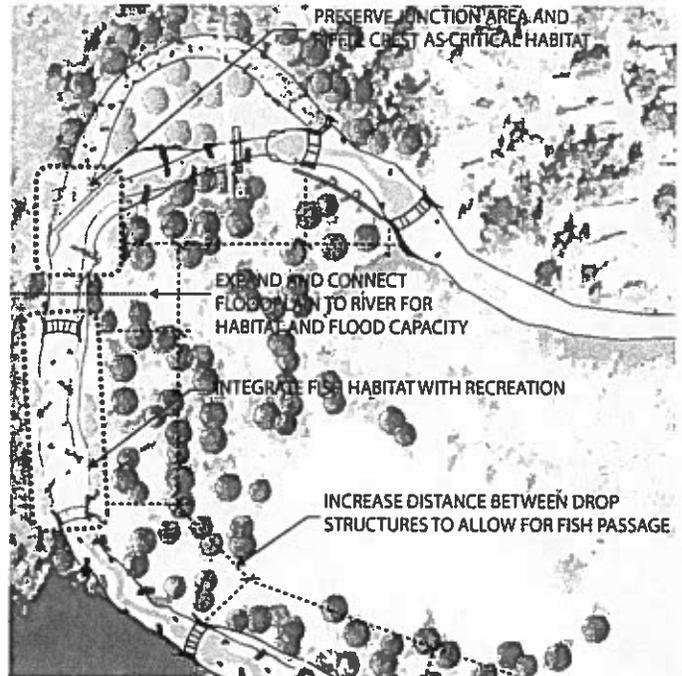
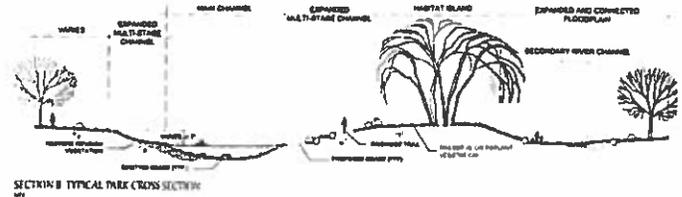
Reference: Dave Cosgrove, Director of Parks, Recreation and Cultural Events, Town of Lyons 303.823.8250

S20 Design and Engineering teamed with Ripley Design for Meadow Park Phase 2. The project goal is to rebuild Meadow Park, which was substantially damaged by the September 2013 flood. This project includes the reconstruction of an eight feature whitewater park, restoration of fish habitat and riparian areas, reconstruction of the Lyons Ditch diversion structure, and reconstruction of the park amenities. S20 is the lead designer and engineer for all river components and the lead engineer for the park site plan. The stream restoration design includes a grouted rock ramp diversion structure for the Lyons Ditch and grouted rock ramp whitewater park structures. All grouted rock ramp structure designs implement a variety of techniques to facilitate fish passage.

Saint Vrain Creek Watershed Master Plan (S20)

Northern Front Range, Colorado

The South Saint Vrain Creek Watershed is one of the most important natural features in the Northern Front Range of Colorado. In September, 2013, a flood devastated the watershed, the infrastructure, and the communities along the Saint Vrain Creek and its tributaries. Boulder County and the Saint Vrain Creek Coalition collaborated efforts to propose a large scale master plan project that encompassed the entire watershed. The master plan was developed by S2o Design and Engineering and Baker Engineering, among others. The goal of the project was to create a science-based, community oriented, stream master plan. The goal was part of an initiative supported by the Colorado Water Conservation Board to approach river projects from a wholistic approach bearing in mind the morphology of the river, the role and importance of habitat to the entire ecosystem, and the needs of communities and private landowners in terms of land use, flood and debris risk, and all types of in-stream recreation. The master plan included assessments with regards to geomorphology, FEMA risk assessments, habitat needs, and other scientific inputs.



Familiarity With The Town Of Lyons

In September, 2013 the State of Colorado experienced extremely heavy rainfall along with catastrophic flooding. This resulted in major damage across a range of twenty-four counties, resulting in loss of life and causing more than 18,000 people to evacuate their communities. The Town of Lyons was hit hard by this event, causing considerable damage to property and belongings. The Town of Lyons in Boulder County was isolated by the flooding of St. Vrain Creek and sustained severe damage to roads and structures. Since then, DHM Design was hired to perform damage assessments in Lyons for FEMA funding grants, which included an analysis of all pre-flood open space and recreation amenities determining a replacement cost following the September 2013 flooding. Subsequently the team was hired to design a Phase 1 redevelopment of Meadow Park, a fast track design/construction project that allowed events to be held in 2014. DHM Design has also completed a master plan for Meadow Park that was used for GOCO funding grant application in order to begin construction in 2015. Governor John Hickenlooper announced that Meadow Park in Lyons was granted \$1 million dollars as one of the recipients of the GOCO Flood Recovery Grant Program. DHM Design and S2O were thrilled to be a part of this project that helped the Town complete Phase 1 of Meadow Park just in time for the start of the many festivals and events held in Lyons throughout the summer.

S2o Design and Engineering, which is located in Lyons, Colorado, has extensive experience working with the Town of Lyons. Prior to the flood this experience included:

1. Design services for the 2012 Lyons Valley River Park Master Plan and the 2012 GOCO Grant application that the Town of Lyons submitted in conjunction with the Cities of Boulder and Longmont.
2. Permitting, and design/construction oversight for many river projects within the Town

Following the Flood of 2013, S2O worked closely with the Town of Lyons on a number of temporary and long-term projects. These projects include:

1. Assist the Town of Lyons with creating FEMA damage assessments for the stream corridor and parks;
2. Design and construction administration services for the Town of Lyons for emergency design of the St. Vrain Creek through Lyons. The goal of this project was to create a channel that would be able to convey a 5 year return period flow by the start of run-off;
3. Streambank stabilization for private property owners which included design services, plans and specifications, bid documents, and construction oversight. This project, while benefiting private property owners, was sponsored by the Town of Lyons; and
4. Design and construction administration services for Phase I of the Meadow Park project. S2o led the team that redesigned and restored the eastern section of Meadow Park and provided the following services: (a) permitting, (b) surveying, including all utilities, landscaping, structures and infrastructure, (c) project management (d) bid documentation and assistance, and (e) construction oversight.



Meadow Park Phase 1 Master Plan



Students with Governor Hickenlooper at the GOCO Award Ceremony

In addition, S2o has volunteered numerous hours helping to write, create concepts, and supply engineering data to grants of all sizes to aid in the recovery of Lyons. These grants include the Community Development Block Grants (CDBG), grant applications to FEMA under the 404 Mitigation Program, Grants to the State of Colorado including multiple applications to Great Outdoors Colorado (GOCO) and the Colorado Water Conservation Board (CWCB). S2o participated in the Lyons St. Vrain River Task Force, now the Lyons Watershed Advisory Board, and facilitated the meetings as a part of the St. Vrain Creek Watershed Master Plan. Upon completion of the St. Vrain Creek Watershed Master Plan, we have maintained an active role on the Lyons Watershed Advisory Board, including being an official board member.

S2o has also worked with the Town of Lyons to develop a master schedule to assist the Town in coordinating the phasing and funding of the various recovery projects from all departments. This involvement gives S2o unmatched knowledge of the numerous infrastructure, parks, and stream recovery projects and will be invaluable in taking a holistic approach to the Lyons Parks Flood Recovery Master Plan project.

Specific projects that S2o has participated in with the Town of Lyons include FEMA Emergency Channel, NRCS Exigent Streambank Project, FEMA Damage Assessments, St. Vrain Master Plan, Meadow Park Phase 1 and 2, and Town Recovery Planning. S2o has also completed temporary repairs to the Black Bear Whitewater Park and assisted with numerous grants on a voluntary basis.

References

Michael Bouchard, Assistant Director of Design & Construction
City of Denver, Parks and Recreation
201 W. Colfax Avenue Suite 613
Denver, CO 80202

Phone: 720.913.0632
Email: michael.bouchard@denvergov.org

Dave Bennetts, Design, Construction & Maintenance Manager
Urban Drainage
2480 W. 26th Avenue Suite 156B
Denver, CO 80202

Phone: 303.455.6277
Email: dbennetts@udfcd.org

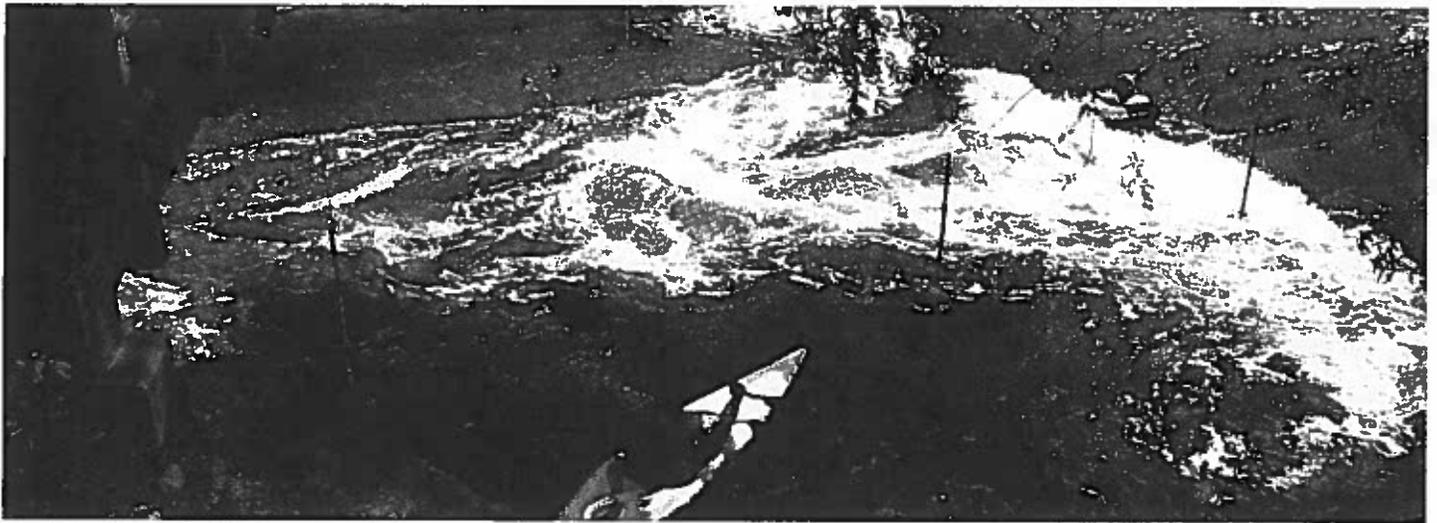
Lori Tagawa
City of Aurora, Parks, Recreation & Open Space Department
15151 E. Alameda PKWY STE 4600
Aurora, CO 80012

Phone: 303.739.7160
Email: ltagawa@aurora.gov



Recreation at Lyons's Valley River Park

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



Park Expertise

The DHM Design team demonstrates a high degree of expertise in parks planning, planning and zoning, public involvement, design, construction documentation, estimating, construction observation and administration. DHM Design strives to produce quality design efforts through creative analysis of all program elements. DHM Design has been designing parks for local communities in Colorado for more than 40 years, and we bring this collective knowledge of ideas to every project paired with a current knowledge of growing trends in park planning and design. Our design team has worked with many of the municipal governments within the Colorado Front Range and Western Slopes to develop parks and recreation amenities with over 35 Front Range municipalities.

Team Relationships

We at DHM and our project team members have a long history together working on many different park projects. We know how to work together and have a proven track record of success on many complex park projects. Many teams do not have the in-depth experience working on park and stream related projects as DHM and our team does. We understand what it takes for this kind of effort and do not undercut our fee to win a job only to submit change orders later for additional work. Instead we take a complete and comprehensive look at projects requirements to meet your goals which we understand are to have a project out for bid in July and under construction this Fall.

We value our relationship with the Town of Lyons and are invested in assisting the Town of Lyons recover over the long haul. As seen in our Parks Planning and Recovery efforts we have dedicated a lot of our time and passion in going above and beyond to gain community and Board of Trustees support for the park approvals. We want this to be as successful of an outcome as you do and don't underestimate the attention to detail and scope necessary to get you there.

Accurate Designs and Estimating

DHM Design takes pride in the development of projects that are within budget and completed in a timely manner. Construction cost estimates are developed at Schematic Design, Design Development and Construction Drawing stages of each project. Our approach in preparation of construction drawings is to provide a set of documents that are easily understood and result in competitive and thorough bid pricing from contractors. DHM has an extensive collection of recreational facility construction cost data, along with recent contractor bids for park construction that will be used to estimate costs. The table on the following page (Table A) is a comparison of DHM final estimates on selected park projects compared to awarded construction contracts based on lowest bid. It reflects DHM's ability to accurately design and prepare tight bid documents.

Managing a Complex Project

It is important that the execution of each phase of development initiates active use of the park, generates enthusiasm and commitment on the part of stakeholders, and propels later phases of development.

Table A

| Related Experience in Large Community Parks | Design of Park Projects, Master | Community Park | Existing Facilities | Sports Fields | Volleyball | Baseball/ Softball | Multi-use PT Courts | Trails | Environmental Restoration | River Restoration/ Floodplain Improvements | Restrooms/ Custom Architecture | Construction Documents | Construction Administration | Playground | Skatepark | Parking | Field Lights |
|---|---------------------------------|----------------|---------------------|---------------|------------|--------------------|---------------------|--------|---------------------------|--|--------------------------------|------------------------|-----------------------------|------------|-----------|---------|--------------|
| Johnson Habitat Park | ✓ | ✓ | ✓ | | | | | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | | ✓ | |
| Aurora Sports Park Expansion | ✓ | ✓ | ✓ | ✓ | | | | | | | ✓ | ✓ | ✓ | | | ✓ | ✓ |
| Reunion Park | ✓ | ✓ | ✓ | ✓ | | | | ✓ | | | ✓ | ✓ | ✓ | ✓ | | ✓ | |
| Christopher Fields | ✓ | ✓ | | ✓ | | ✓ | | ✓ | ✓ | | ✓ | ✓ | ✓ | | | ✓ | ✓ |
| Ralston Central Park | ✓ | | | | | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ | |
| 4 Acre Lake Park | ✓ | ✓ | | | | | | | ✓ | | | ✓ | ✓ | | | | |
| Margaret Carpenter Park | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Sunrise Park | ✓ | | ✓ | | | | | | | | | ✓ | ✓ | ✓ | | | |
| Westfield Village Park | ✓ | | | ✓ | | ✓ | | | | | | ✓ | ✓ | ✓ | | ✓ | |
| Skyline Park | ✓ | | | ✓ | | ✓ | ✓ | | | | | ✓ | ✓ | ✓ | | | |
| Fort Missoula Regional Park | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | ✓ | | | | | ✓ | ✓ |
| Pioneer Park | ✓ | | ✓ | ✓ | | ✓ | ✓ | | | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Sun Valley Riverfront Park | ✓ | | | | | | | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ | | | |

DHM understands the realities of large projects and how their implementation is driven by factors such as budget, need, infrastructure, permitting and fundraising. Through a careful review of the program and phasing limits, we will work with the City to ensure that the Phase II scope is actionable and realistic in relation to the priorities of the project.

Preliminary budget estimate to line up with expectations / \$7 million budget

We will review the budget early on to determine design details that can be used to move forward with and concept ideas that can progress into more detailed design. This will tie closely to the estimate completed as part of planning efforts. We may consider phasing alternatives and bid alternates to secure pricing for features that may be above the current parks budget (post tension sport courts, skatepark and some of the shade shelters). We also have had early conversations with some of the local businesses about volunteering time to help design and construct some of the park features including trails, bike park features and other park amenities.

DHM's Knowledge/ Expertise with Alternate Delivery / CM/GC Selection Process

DHM has successfully provided services for the evaluation and selection of a CM/GC for similar projects including Thornton's newest community park at Margaret Carpenter Recreation Center, the Aurora Sports Park Expansion and Johnson Habitat Park in Denver. In all cases the design process was far enough along to provide preliminary drawings to the contractors so that they understand the general scope of the work and we have had a chance to develop a preliminary opinion of cost for comparison with the client's budget. This helped the entire team, client, design team and prospective contractors understand that the project is financially within reach.

The benefit of an alternate delivery or CM/GC process is that the contractor can participate during the design process providing input related to implementation costs, materials and methods suggestions, general trend information in the construction trades (i.e. "the cost of steel is continuing to go up so the sooner any steel elements are finalized the better.") Another benefit is that it is possible to begin construction on some components before the entire construction drawing package is complete. This is done through a Guaranteed Maximum Price (GMP) Bid Package process. This might allow grading, drainage and site infrastructure to be started while the balance of the CD's are being completed. Key to this success is close collaboration

Table B

| Project | Our Estimate | Successful Bid |
|-----------------------|-------------------------|-------------------|
| Wolff Park | \$1,206,891 | \$1,167,000 |
| Arvada Skate Park | \$928,270 | \$919,528 |
| Skyline Park | \$1,457,913 | \$1,523,559 |
| Sunrise Park | \$227,969 | \$254,384 |
| Fairfax Park | \$2,741,000 | \$2,685,000 |
| Reunion Park | \$2,055,000 | \$2,035,000 |
| Frisco Adventure Park | \$4,865,000 | \$4,239,000 |
| Johnson Habitat Park | \$6,080,000 - 90% plans | 5,500,000 GMP bid |
| Aurora Sports Park | \$6,321,131 - 90% plans | \$6,358,032 |

between the design team and contractor team to make sure everyone is comfortable with the scope and preliminary costs. From our experience, the best way to make this happen is to take the entire project design and construction documents to 65% complete before developing individual GMP's. Alternate delivery also allows the contractor to begin work sooner than with a traditional design/ bid/ build contract. In the case of Aurora Sports Park, we were able to expedite the contract and start construction 2 months earlier than a traditional bid.

We will want to review alternate delivery methods with the Town to see if this delivery works within your needs and schedule without committing to it.

Irrigation

Included in our scope is site time with Parks staff to review park plans discuss requirements for the site, review water analysis to see what well and pump design will be required. We would assume standard irrigation practices for spraying the sod and drip in shrub bed applications. For native, we understand that native will not be irrigated and separate drip to the plants within native. We have also assumed that we will evaluate the well and pumping system, put together documents and spec's as to what is required to get back to operational. We will design the irrigation based on the current regulations and requirements of the Town of Lyons.

Ecological Restoration

ECOS has been a strong advocate for the Town of Lyons for many years. Prior to the flooding, they paired the Town with a benefactor to provide over \$50,000 worth of plant material and professional services to enhance Preble's Meadow Jumping Mouse habitat at the Lyons Valley River Park at McConnell Ponds. More recently, they have the honor of being the revegetation, ecological permitting and compliance specialists on the design-build "Stream Team". ECOS brings their knowledge of the site, stream and plant community design, and regulatory background to the Bohn Park design team to help streamline the process and eliminate redundancies. They have a thorough understanding of the existing conditions of both the north and south forks of the St. Vrain Creek, the resiliency and ecological restoration goals and objectives of the creek restoration project, the specific conditions of the permits obtained, as well as the proposed creek and floodplain conditions throughout Town that will affect the design of Bohn Park and adjacent properties. Through their interaction with land owners and Town staff, ECOS has empathy for their struggles, frustrations, and desires to return to normalcy. They also have foresight of the positive effects that their actions and designs will have on the landscape, wildlife, people's lives, and the community as our whole team works to revitalize Bohn Park - a major tourism, event, and recreational feature that supports the economic base of the Town and the locals use to connect with nature, their neighbors, and community.

Skatepark

As part of the design process we want to explore alternatives to adding modular equipment or an off the shelf skate skills area with options for semi-custom poured-in-place events and custom poured-in-place concrete skate spots. We often hear from municipalities that, "they just cannot afford a custom poured-in-place skate area." As part of the design process, we want to review alternatives with staff, with skate park advocacy groups and with the public as part of our outreach in order to give you all the information needed to decide which type of facility is best for your community.

Some of the main differences between Poured-in-Place and Modular are Overall Cost, Maintenance, Life Expectancy, Liability, Actual "Sticker" Price, Size, Warranty, Quality, Noise, Aesthetics, and Experience of users.

Ultimately, we want to provide Lyons the best alternative that fits within your allocated budget and what the local skate park advocacy groups want. Our approach will offer a distinctive design that fits into the overall plan, while engaging and challenging the local users from a beginner to immediate level of skill.

We can work with local skate park equipment representatives to design skate skills areas with premanufactured equipment. We can also utilize the services of Pillar Design whom we have worked with on many occasions for custom concrete skate skills areas if this is the direction the Town is headed. If it is determined through the public outreach process and conversations with the Town of Lyons that a custom poured-in-place skate skills area is a top priority, we can develop parameters for Pillar Design to work within in order to complete conceptual and technical design documents. A scope and fee for Pillar Design is included as an optional service in the fee schedule.

Climbing/ Bouldering Area

ID Sculpture has joined our team to assist with developing concepts and alternatives for the boulder climbing area. They have extensive experience in developing rock climbing play features in many shapes and sizes to meet the Town of Lyons needs for the climbing area at Bohn Park. The character of the climbing feature will build off of the vision established by the community during the planning process and continue to be developed for review and final approval during the design process. Each project begins with the creation of either a physical or digital maquette. This allows them to work quickly and accurately at a variety of scales while maintaining creative control. It also means the model you approve is exactly what the fabrication team builds. Whether it's an initial concept or a final production model, IDS's digital workflow grants smooth and accurate collaboration and coordination. Once we establish a concept, we'll use this input to develop a digital 3-D model that will be presented for feedback to make sure we're on the right track. You'll have final approval before we develop complete sealed construction documents and shop drawings.

Playground Design

There are many ways we can look at planning and designing for the Play Environment and playgrounds within Bohn Park. We want to continue with the established theme within Meadow Park and create a unique experience for children of all ages to engage with the outdoors and be creative in their exploration. Following are some of our initial thoughts as we begin looking at what a play environment may look like.

Successful designs and planning for playgrounds acknowledge the context and relationship each location has to other programmed spaces within the park site. At Bohn Park, there are several elements that can work in concert to create a unified experience for each child as they move, play and learn within the Play Environment. These elements can be further enhanced by providing thematic elements to create their own

individual experience. These elements include:

- Creating a hierarchy of spaces that delineate entry, primary play areas, thresholds, resting/ viewing areas, circulation routes
- Improved circulation and view corridors onto the entirety of Bohn Park and within context of the natural areas and St Vrain
- Use of existing site features and play features such as the adjoining open space properties, the St Vrain, the ditch return flows and other site features
- Arrangement of spaces to avoid conflict of uses between play events
- Enhancement of Existing Landscape Opportunities
- Security of play areas and visibility from all areas of the play environment
- Shade for children and activity areas
- The introduction of water and connections to the ditch water returns

Playgrounds have the most amazing opportunity to create spaces meant to encourage imaginative, unstructured play and enhance a child's sense of exploration and adventure. The Bohn Park Play Environment can take on a life of its own and become a destination playground within Lyons and the region where kids in the neighborhood as well as outside will come to play. We will want to plan around these elements to create an experience that encourages left brain thinking and not only exercises a child's body muscles and motor skills, but exercises the mind and creativity.

We understand that our job isn't to tell children how/where/ what to play, but to give them a safe, inspiring environment that lets them tap into their creative spirits. A lot of great thoughts have already been generated by Lyon's 4th and 5th graders in the essays they prepared. We have reviewed these and want to engage the school and students to assist with developing these ideas into the playground. We will work with the Town of Lyons to maintain safety in the design and make sure it fits with your needs and goals for park and playground maintenance and operations.

Natural Play

DHM continually searches out cutting edge concepts and trends to improve upon the outdoor environments where we live, work and play. Great examples of imaginative natural play can be found throughout the country and in our own backyard at places like the Denver's Children's Museum, and a recent project of DHM's, Johnson Habitat Park in Denver. Johnson Habitat Park looked at opportunities to get kids outside to explore and play

in nature in fun and safe ways. We integrated features into the park such as fallen trees from along the river for kids to climb and play on, branches for kids to stack and build forts, rocks to climb and play on, explorative paths to follow animal tracks. We also looked at opportunities for introducing forms and shapes found in nature into the play environment with the creation of GFRC/Gunnite Boulder formations for play elements. Ditch flow returns will also provide a great opportunity to introduce water into the play environment.

Playgrounds

DHM will work closely with multiple playground manufacturers to develop the play area with established themes in mind to achieve unique experience for all visitors. We have found that by securing design alternates for playgrounds from multiple playground manufacturers we can review alternates with the Town, a possible Youth Task Force and with the community to see what you would like to see built and vote on a preferred plan.

Mountain Bike Skills Park/ Mountain Bike Loop Trails

Today's parks can offer many more opportunities for more diverse sports and activities than traditional picnic and playfield parks have ever provided. These activities expand the reach to a broader range of users with a wider range of ages and physical abilities that would increase activity from within the Lyons community and from outside the region.

As plans were developed for Bohn Park, and as we met with the community during the park planning process, we understood the importance of the existing bike park to the Town and how a smaller addition for younger children learning bike skills would be of high value. The bike park could be designed with auxiliary activities for kids of all ages and abilities. Consideration should be given for alternate activities within a core area for families that are at the park all day during events and do not want to stay on the bike trails and in the bike or skate park that can be arranged around the bike park. We want to take a comprehensive look at the Bike Park and not only look at how it fits within the context of the park development but at other activities that supplement it - and even further activate it. We have been having conversations with Redstone Cyclery regarding design and construction of the mountain bike loop trail, the bike park expansion and trails within Bohn Park in general. They have offered to assist with design and attending workshops to brainstorm ideas on how to best develop these amenities for the Town.

Redstone Cyclery has offered assistance at no cost for design as well as construction. DHM will work with them to develop these designs and provide supporting documentation for bidding/building the work.

Drainage

ICON Engineering has joined our team to assist with civil engineering and drainage requirements for the park. DHM has enjoyed an extensive working relationship with ICON for more than a decade and continues to work with them closely on constructing over \$9 million of park improvements for the City of Denver and \$7 million for the City of Aurora. ICON brings a thorough understanding of site drainage and innovative technologies in water quality solutions and general park development to the team.

Site Evaluation and Concept Refinement

As the team that assisted the Town with public outreach in developing the master plan for Bohn Park, we understand the site and have completed numerous site visits to understand the nuances of the programming and design in the master plan. The site offers many opportunities and challenges that will need to be explored within the development of master plan into detailed design development drawings and final designs and final construction documents. The DHM Design Team efforts will focus on:

- Site selection and evaluation of the programming
- Establish key functional relationships relative to phasing
- Designing of park elements and amenities to maximize development potential and minimize construction costs, including review of emergency access during construction and during operation.
- Integrating sustainability design principles into the design, construction, maintenance and operations of the park.
- Introducing theming and interactive play elements into the park environment to identify with the overall Town of Lyons character.
- Utilizing xeric design principles and use of alternate turfs in order to promote water wise landscape within the park. Installation and maintenance costs will be compared with water use worksheets to determine alternative feasibility for all options.
- Reviewing circulation patterns and activity areas is critical in refining the master plan to determine any adjustments necessary to create a first rate experience for the park users.

Phased Bid Sets and Schedule

It may be necessary to phase bid sets based on timing, schedules and permitting. We understand that the Stream Team has secured a 404 Nation Wide permit 27 for the St Vrain that includes the stretch in Bohn Park. ECOS is confident that the NW27 will still apply to the work we are doing in Bohn Park and will most likely only require an amendment for stream restoration. This will help to expedite the permitting process. Bid sets for upland park development outside the floodplain can be developed and ready for bid by July. In order to meet this aggressive schedule we will want to hold weekly meetings to review designs and make critical decisions to keep the project moving forward. Plans for floodplain development and construction within the St Vrain may be phased to coincide with low water levels in the Fall and Winter months. This will help to focus on designing, engineering, permitting and bidding the upland park development while plans and permitting for instream work will continue to be developed.

Field and Park Lighting and Electrical Design

Lighting of one ballfield is noted in the planning document and has been supported and approved as part of the deed restrictions on the property. New ballfield lighting is to be included with the final park design and construction. We've worked with companies such as Musco and Qualite on many park projects to determine best lighting for our clients needs. Musco has already provided valuable input for Bohn Park on the light levels of the ballfield for use in the deed restriction with the Carroll's.

Our scope and fee includes developing a power source and supply for the field lighting, the irrigation pump and controller, restroom and park host site. We will coordinate with ballfield lighting suppliers such as Musco or Qualite for more detailed layout and designs of the field lighting. Field lighting suppliers have their own team of engineers to assist with foundation designs and lighting placement as part of the cost of their product. We have not included parking lot lighting or lights and electricity for the shade shelters in our fee as this is not code dependent.

AEDG will assist with review and feasibility of different automated parking payment systems for inclusion within the designs. Standard automated parking systems typically utilize a solar power panel. All options will be reviewed including a hardwired system for use by the Town.

Means and Methods/Project Approach

The work effort has been broken down into tasks to better understand the organization that needs to go into development of the final construction documents. Our project approach is organized around four general task items. It includes the complete scope of services outlined in the request for proposals, organized in a manner that brings the most efficiency and value to the Town.

1. Project Management
2. Design Development (approximately 50% progress review set)
3. Construction Documents (95% progress review set and 100% Final Review Set)
4. Bid Phase/ Construction Administration services

Below is a summary of task descriptions for the proposed Phases of the project, as well as project deliverables for each Phase. Breakdowns of specific project task items are listed within each project estimating sheet that show an estimate of manpower and expenses. Documents will be developed in accordance with the Town's standards and requirements.

Task I: Project Management

Project Management Plan

We begin the project with development of a Project Management Plan and a kickoff meeting with the Town sponsors, followed by initial gathering of information and physical site assessment. Communication with the design team will continue and be the basis of preparation of an outline of our work plan and schedule.

We will work with you to refine goals for Bohn Park and the St. Vrain Trail extension to create a framework for decision making that will guide the final design process.

The team will create a finalized Project Management Plan that includes data collection, stakeholder input, draft design process and opinion of probable construction costs, design guidelines, design reports, and final designs. This work plan will identify milestones, work sessions, opportunities for review and feedback and all the tasks necessary to seek approval for the final designs. A project schedule will be developed and updated weekly that highlights the critical path and milestones.

A project binder will be prepared that collects and organizes all data, reports, communications and graphics generated throughout the project.

Data Collection/Existing Conditions

Our goal is to gain a deep understanding of the park's existing conditions, opportunities and constraints. Our inventory and site analysis will be comprehensive, and include all existing facilities, circulation and wayfinding, and the ecology and history of the site. We will build off the existing master plan and continue to review the impacts of the master plan on the site. We want to appropriately respond to all functional and programmatic needs.

During the initial kickoff meeting, we will coordinate with you to establish a clear project schedule and milestones. The team will carefully re-evaluate the extent of the flood damage in relation to pre-flood conditions, including FEMA damage assessment documents, the LRAP, PDG, SRCAP and other documents. Our inventory and site analysis will be comprehensive, and include a thorough investigation of the park's infrastructure and existing conditions, so that we fully understand and appropriately respond to all functional and programmatic needs and concerns with the park. In this task, we will reach out to the coordinating and permitting agencies and meet regarding project intent and scope.

Weekly Progress Meetings

DHM and select members of the design team will attend a project kickoff meeting and weekly progress meetings during the design phase in order to secure feedback and to receive critical decisions in order to expedite and move forward with the design to meet schedule requirements. We estimate design meetings to extend from March 7 to July/ August for when the project bids (21 weeks).

Collection of Stakeholder/Data Input and Program Development

Stakeholder meetings will be structured around a work session format to engage everyone on their vision, priorities and in better understanding their keys to success. Design solutions will look at grading alternatives to provide better access to the St Vrain, limits and locations of fill operations to relocate and elevate park amenities, and removing of structures and amenities from the floodplain. We will continually review the master plan and estimates as we develop final designs to maintain budget, and continue discussions on what needs to be modified if anything.

We understand there are concerns from stakeholders regarding lighting of ballfields, parking and road access, overflow parking and river access. We will review all these concerns with the Town's project team to see how to best address them in the final designs. We will assist the Town in determining "enhancements" to pre-flood conditions in the design phase to best align with available funding.

We will continually coordinate with all other projects going on along the St Vrain including the Stream Team, the Lyons new Water and Sanitation Facility, Lyons Valley River Park, The Clarifier Art Project and others that are within close proximity and may be impacted by the work going on at Bohn Park.

Alternate Delivery/ CMGC Feasibility Review Process

DHM will review with the Town the feasibility in alternative bidding such as a CM/GC to assist with quality control and expediting the construction process. There will be a decision point in the schedule to recommend an appropriate alternative bidding process. Alternate delivery may include engaging a contractor as early as 50% designs for preconstruction and value engineering services; design/ build contracts, or prequalifying contractors to bid at 90% plans in order to expedite the schedule and maintain an aggressive completion. We will review all scenarios with the Town to see what fits the project requirements best.

Public Meetings

DHM will prepare, organize and lead 2 public meetings to gain input from the community and stakeholders during the design development task and final design and programming task. DHM will prepare all graphics, printing and PPT presentations for use at the public meeting. Lyons will provide announcements and a facility for meeting.

The first public meeting will review the design development plans and details developed to date. We want to solicit any feedback prior to beginning the next task of developing final designs.

At a second public meeting, we will present the final designs to date and open the floor for feedback. The most important part about this phase of the public process is to make sure public and stakeholder groups feel that they have had an opportunity to speak, and that they know we have heard what they said. We do this by reiterating main issues and comments from the first public meeting and giving the opportunity to refine and prioritize those issues before they are solidified in the final bid documents.

Pre-Design Meeting with CPW

A pre-design meeting will be held with Colorado Parks and Wildlife biologists to discuss design elements of the in-stream and floodplain areas that will best meet the goals of providing excellent fish habitat and a recreational experience.

Parks and Rec Commission/ Board of Trustees Presentations

DHM will attend and present at a Parks and Rec Commission/ Board of Trustees Meeting to present the final designs for final approval.

We will use this meeting with Town Staff, Parks and Recreation Commission, and Board of Trustees meeting to review comments and feedback from the public and validate the design decisions that are incorporated into the final designs. This provides one last opportunity to discuss any gaps of information and ensure that the final products are in complete alignment with the goals and objectives of the original intent of the staff and community. We will review the design details and leave with a recommended action to produce the final bid documents. This meeting will serve as a check and balance that the needs of the community can be met in the most cost effective and value added manner.

Deliverables:

- Public Outreach Diagrams and Graphics
- Public Outreach Summary
- Meeting Agendas and Notes
- Project Schedule
- Project Binder

Task 2: Design Development

Design Development of Selected Plan

Our team will leverage its deep experience in park design and construction to thoroughly evaluate the approved Master Plan and develop detailed plans to a 50% progress level.

We will begin preparation of a Design Development package that will be used to vet out technical design of the park site improvements based upon the final master plan design evaluation and completion. We anticipate the following plans to be developed:

- Material image board and cut sheets
- Construction details for the park site improvements
- First draft of technical specifications
- Phasing of improvements will be reviewed based upon technical design parameters and budgeting.
- DHM will incorporate comments from the Parks Flood Recovery Planning Process and from review with Town staff, and stakeholders into a Design Development Plan set for use in permitting, interdepartmental coordination, evaluation and possible selection of a CM/GC and review prior to beginning Final Designs and Construction Documents.
- Preliminary site layout of the park, including grading plans, drainage plans, utilities, materials, landscaping, irrigation and site details.

These plans will be prepared in AutoCAD format and will be the basis for accurate cost estimating. Plan review sets will be provided to the Town at completion of Design Development for review and comment.

Detailed design and specifications for the in-stream features will be created based on feedback from the Town of Lyons, the public meetings, regulatory agencies and permitting requirements. This includes all final calculations including piping, scour, shear stress, etc. Detailed specifications will also be created. Design drawings will be advanced to show specific design layout and elevations, as well as specific details.

We will present plans to Town Staff for review comments before moving into the final design task.

In-stream Design

In Channel Structures Design: The in channel structure design will include detailed design analysis of the five drop structures and all additional habitat and grading in the creek channel. The design elements will be vetted and modified based on feedback from the Town of Lyons, regulatory agencies and permitting requirements. All in channel structures will be designed to meet multiple objectives of habitat, fish passage, and recreational benefits.

Floodplain Connection and Overflow Design: The floodplain and riparian areas will be analyzed to determine limits of potential future flooding. The floodplain design will identify areas where potential overflow channels and floodplain grading may be incorporated to reduce potential flood damage to park entities and neighboring property. The floodplain connection and overflow design will be closely coordinated with the design and layout of trails, creek access points, potential public art, memorials, parking lots, pedestrian bridge, and other park elements. The design elements will be vetted and modified based on feedback from the Town of Lyons, regulatory agencies and permitting requirements.

Conceptual Architectural Designs

We have brought to the project a group of highly qualified architects and engineers that includes BRS, KYSE Structural Consultants for structural engineering, as well as the Ballard Group for mechanical systems, and AEDG engineers for electrical design. We have a very collaborative working relationship with this team, which will ensure a successful outcome for the project. All of these architects and engineers have worked on similar projects with DHM on park restrooms and shelters. Our scope of work will include a very short programming discussion, Schematic Design, Design Development, and Construction Documents phases.

Definitive Cost Estimates with Possible Alternatives

Preparation of a Preliminary Construction Cost Estimate on the DD set will be completed and necessary adjustments will be made to the documents to bring the project within budget. Possible alternatives will be reviewed for construction sequencing and budget considerations.

We will provide a detailed estimate of probable costs of the design development plan set with costs by specific area within the park. DHM understands the importance of accurate cost estimating. We believe that very detailed estimates, all inclusive of permits, fees, utility services, construction, testing, design, administration and inflation lead to more accurate park development costs. DHM will work closely with local consultants to prepare a detailed estimate for construction. Finally, a preliminary phasing approach will be developed that reviews breaking out bid packages for the instream work versus the upland park work and other items in the park that may not be currently funded.

Quality Control/ Quality Assurance

A Senior staff member at DHM, not directly involved in the project, will review plans for technical detailing and design prior to submitting to the City of Aurora for review.

DD Submittal/ DD Review Comments and respond/ DD Meeting

Provide Design Development level drawings and preliminary reports in PDF format to Denver PROS for review to obtain comments on the design. We will also submit any specific drawings to other review agencies as required. All comments will be reviewed and a response prepared that addresses all comments in a comment/ response matrix. Comments will be incorporated in the 75% CD progress set where applicable. Plans will include site layout, grading/drainage plans, utilities, site plan, landscaping, and site details. We will also prepare Stormwater Management and Erosion Control Plans. These plans will be prepared in AutoCAD format and will be the basis for accurate cost estimating. Plans will be printed and available as a pdf document on cd as required.

Geotechnical Report

Shannon and Wilson has joined our team to assist with geotechnical investigations. They will review the Bohn Park master plan and provide geotechnical investigative services for use in developing 100% designs Following is our proposal on borings and locations.

- Drill 8 borings total. Two bridge borings to depths of approximately 50 feet, five wall and structure borings to a depth of approximately 20 feet, and one pavement boring to a depth of approximately 10 feet for a total drilling footage of 230 feet. Samples will be collected at 5-foot intervals in accordance with the Standard Penetration Test (SPT) or using the modified California sampler.
- Borings will be staked at pertinent features based on the updated site plan at time of drilling.

Utility Investigation Report

Utilities / Locates / Potholing / Report – Collect utilities maps, provide on ground painted field locates for critical areas, determine potholing locations as required for design and provide one day of potholing (approximately 6 potholes). Complete Utilities Investigation Report.

Hydraulic Report

Existing Conditions Model

Existing conditions hydraulic models will be created with enough detail to model all design elements of the proposed park improvements. The hydraulic model created by OTAK in the St. Vrain Creek Channel Flood Recovery Design-Build project will be used as a base model. The modeling will be analyzed at a range of flows from base flows to the updated 500 year flows using the existing post flood conditions geometry.

Proposed Conditions Floodplain Model

A one dimensional model will be created with the proposed improvements in order to obtain a floodplain development permit. The 1D model will be compared to the existing conditions 1D model in order to show a no-rise condition. All improvements that have potential floodplain impacts will be modeling, including, drop structures, habitat structures, and the pedestrian bridge. The floodplain model will be analyzed at the regulatory 10 year, 100 year, and 500 year flows as well as the updated 100 year and 500 year flow rates.

Proposed Conditions Detailed Design Model: One and two dimensional models will be created in order to analyze the proposed conditions. The proposed condition model will be analyzed at a range of flows from base flow to the updated 500 year flow rate to determine how the proposed improvements will function during all conditions. Critical flow rates to analyze to will be determined to include base flows, critical flows for fish habitat, recreation, and flood conditions.

Hydraulic Report

A detailed hydraulic report will be produced that will present modeling assumptions and results, as well as a detailed description of how the proposed conditions will function

Floodplain Development Permit

A complete submittal for a floodplain development permit will be compiled. This submittal will include existing and proposed conditions model, the Hydraulic Report, a certificate of "no rise", design drawings, and the permit application. The permit will be submitted with both paper and digital copies. It is assumed a permitting meeting will be required to expedite the review process.

Drainage Report

Drainage Requirements – Determine overall drainage requirements for the project design including requirements for storm sewers, channels, irrigation ditch impacts, detention and water quality requirements.

Water & Sewer – Prepare preliminary layouts and requirements for water and sewer facilities for the site improvements. Coordinate requirements with the Town's Engineer and team mechanical engineer for sizing.

Draft Drainage Study / Report – Prepare drainage study based on grading and site plan for the proposed improvements. Evaluate on-site and off-site drainage basins, percent impervious areas, and develop a plan for sizing detention / water quality ponds that will be incorporated into the overall project concept as well as other drainage improvements such as storm sewers, channels, swales and irrigation ditch improvements. Water quality pond sizing and location will depend on the new impervious areas within the park.

Survey Work

CivilArts completed the existing survey work of the area as noted in the RFP. This work includes a de-facto boundary survey of the entire park property and the entire southerly side of Lyons, covering more than the extents of this project. In the park, it includes mapping of existing improvements, structures, and trails; mapping all surface features and underground lines of utilities; and mapping of selected trees. It includes detailed mapping of the Second Avenue Bridge and the Old South St. Vrain Road Bridge. They provided 17 cross-sections across St. Vrain Creek at 200-foot intervals between the west side of the Lyons Waste Water Treatment Plant and South St. Vrain Road Bridge, plus 2 upstream and 2 downstream cross-sections at each bridge, and in-creek structures. There is one FIS cross-section in this area. Their scope for this project includes the following.

- **Design Mapping:** Provide finished topographic and planimetric mapping of the Bohn Park area at an appropriate scale showing contours at 1' intervals. Mapping will be a supplement to the previous mapping provided by CivilArts to the Town of Lyons. CivilArts will provide cursory topographic mapping within the BMX bike area.
- **Marking of Underground Utilities** will be provided through Underground Consulting Solutions.
- **Supplemental Surveying & Mapping**
- Supplemental surveying and mapping on an on-call basis as the need arises
- **Property Research / Surveying:** CivilArts will prepare an updated Property Ownership Map of the Bohn Park mapping area
- **Creek, In-creek Structures, & Bridges**

Due to the extensive amount of existing cross sections and FIS cross section in this area, additional time and fee has not been given for surveying cross sections along the creek, in creek structures and bridge.

Environmental Documentation and Design

Site Assessment and Biological Benchmarks

Ecos's typical first step to restoration design is a site assessment, backed up by baseline data collection of climate, soils, vegetation, hydrology, wildlife, perturbation, and cultural resources of an undisturbed site in order to establish "biological benchmarks" that can be used for habitat restoration, enhancement, or creation. Depending on the scope and scale of the project, this step could include the use of historical photography, anecdotal evidence (e.g., reference sites), and the latest satellite imagery to establish the pre- and post-disturbance conditions of a site. For this project, ecos has already completed the site assessment and utilized existing data and reference literature to develop native plant palettes to restore the vegetation community.

Aquatic, Wetland and Riparian Habitat Restoration Design

Once the assessment data and design basis and criteria are set, our team gathers and draws ideas and solutions and then utilizes computer aided drafting (CAD) technology as a tool to prepare restoration/landscape designs that are both functional and self-sustaining.

Concept, preliminary, draft final and final design plans that gain more detail with each design iteration are typically produced and conveyed to the client for comment as the design develops. Cost estimates developed along the way help the client decide on cost saving measures or "value engineering" that may be needed to stay within budget while maintaining quality.

A design package is produced that typically consists of plans, profiles, details, notes, and specifications that cover the following:

- Site Location and Context;
- Limits of Disturbance/Protection of Individual Resources;
- Sensitive Habitat and Site Feature Protection;
- Grading and Drainage;
- Channel Improvements;
- Hydraulic Structures and Grade Controls;
- In-stream habitat/Fishery Improvement Structures;
- Plant Community Planting and Seeding;
- Wildlife Habitat Enhancements; and
- Site and Bioengineered Bank Stabilization

When working within a larger team, design information to support the development of design/construction documents is transmitted to the Prime Consultant to incorporate into the plan set.

Regulatory and Permitting Assistance

ECOS handles many projects that require regulatory assistance and ultimately, permit approvals, including:

- Clean Water Act (CWA) Section 404 Permits (Nationwide, Regional and Individual) through the U.S. Army Corps of Engineers (USACE)
- Endangered Species Act (ESA) Threatened and endangered (T&E) species consultation through the U.S. Fish and Wildlife Services (USFWS)
- Migratory Bird Treaty Act (MBTA) and Bald and Golden Eagle Protection Act (BGEPA)
- Letters of Concurrence or Recommendation from the Colorado Parks and Wildlife (CPW)

Once ecological constraints are identified during the initial site assessment phase or detailed delineation, ECOS typically holds a strategy meeting with the project team and client. During the strategy meeting we discuss and explain the results of the assessment and data gaps; provide recommendations regarding avoidance and minimization of impacts; project timeline implications; and potential design modifications and regulatory strategy to avoid or minimize impacts or permitting altogether. Our track record has proven that this strategy meeting often leads to cost and time effective project planning. More complex projects may also require a pre-application meeting with the regulatory agencies to confirm a permit approval strategy.

Upon the completion of the strategy and pre-application meetings, ECOS provides comprehensive support for resource agency consultation and permit application preparation. We are highly experienced in environmental policies, regulations and permit processes; and have developed excellent, long-term relationships with the federal, state and local regulatory

communities in Colorado and the inter-mountain west. The level of respect and trust we have generated with the resource agencies who know our philosophy and core values, as well as our experience, insight and reliance on scientific data, allow us to guide our clients through the regulatory process in the most expeditious manner.

For the Bohn Park project, ECOS has already obtained a Nationwide Permit 27 authorization from the USACE and a Biological Opinion from the USFWS to conduct Aquatic Habitat Restoration on the South, North and main stem of St. Vrain Creek. As such, our regulatory approach would involve coordination with the project team, client and agencies to ensure design and construction stays in compliance with the permit and to provide the agencies with relevant updates or permit amendments that may reflect changes that may differ from the original permit applications. ECOS will also be assessing and monitoring any nests specifically within the project area that are regulated under the MBTA. Bald and golden eagle monitoring will be conducted separately, but ECOS will work with the project team and selected contractor to ensure compliance with the BGEPA.

ACOE Permitting

It is assumed that additional ACOE permitting will be required for the proposed work. It is anticipated that the permitting will qualify as a Nationwide 3 for maintenance of the previously permitted structures or Regional General Permit 12 for fish habitat improvements. There is a possibility that the Nationwide 27 permit acquired from the St. Vrain Creek Channel Flood Recovery Design-Build project can be carried over and amended for this project. The Nationwide 27 does not allow for whitewater park structures so it is anticipated additional permitting will be required.

Preliminary Erosion Control Plan

Prepare Erosion Control Plan Drawings – Develop an Erosion Control Plan on detailed drawings for the proposed improvements. It is assumed that the Contractor will use these drawings to prepare his own SWMP Plan and Report to obtain his stormwater permit.

Design Standards for Park Amenities

DHM will review the current design standards document that was prepared during the development of designs and construction for Meadow park and build on this design standard with features and project elements that are developed during the design of Bohn Park.

Park Signage Plan

DHM 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.

Deliverables:

- Comment response matrix at 50% submittal
- Draft Engineering Studies
- 50% Design Development Drawings (3 full size sets, 24"x36")
- 50% Draft Technical Specifications. (2 sets, 8 ½"x11")
- 50% Design Development Estimate of Probable Construction Costs and Pricing Schedule.

Task 3: CONSTRUCTION DOCUMENTS (95% Submittal, 100% Final Review)

Based upon final Design Development comments from the Town and the findings from the Draft Construction Cost Estimate, the design team will complete the remaining technical work effort to complete Construction Documents and Technical Specifications for the 95% and 100% Final Construction Set submittals.

In an effort to improve our construction document quality control, we have developed a plan checklist to make sure our packages are complete and well-coordinated with all consultants.

After a final meeting with the Town Staff, we will revise the complete package per any outstanding comments and deliver stamped drawings. We will at this point have a final plan set for construction

Prepare 95% and 100% Final Review Drawings

95% complete construction drawings will be prepared for the project including major elements such as cover sheet, general notes, Site Preparation and Tree Protection Plans, Erosion and Sediment Control Plans, overall site layout and materials plans and grading sheets, miscellaneous site details, planting/revegetation plan, irrigation plans, utility plans, drainage plans. Detailed designs will be provided for all programming as noted in the master plan. 95% drawings will be prepared for submittal through the Town permitting process. DHM will continue developing plans to meet deadlines and schedule requirements for 100% Final Construction drawings during this review to maintain an accelerated schedule.

Electrical/ Lighting Design

The following assumptions have been made for electrical and lighting design.

1. Electrical coordination for one illuminated ballfield. It is anticipated that the lighting will be provided by MUSCO.
2. There are existing tennis courts and it is anticipated that the existing power can be reused.
3. There will be a new pay for parking kiosk. Assist team in researching the option for a solar powered station vs. a hard wired connection.
4. Assume no lighting or power for the new shelters.
5. Coordinate power requirements and connections for new well pump.
6. No lighting is anticipated in parking areas.
7. Provide one new RV connection at camp host site.
8. Coordinate incoming electrical utility requirements with civil and utility company.
9. Provide electrical construction drawings for permit and construction.
10. Provide construction administration including answering RFI's, reviewing submittals, and one final site observation.
11. Anticipate one meeting and initial site observation to occur at the same time and all other coordination meetings will be at DHM or S2O offices.
12. The power and lighting coordination and associated fees for the new restroom structure are provided under a separate document and are not included within this scope or fee.

Quantities/ Estimate of Probable Construction Costs

DHM will prepare 95% and 100% design level quantities and estimated construction costs for the proposed improvements. A component of the cost estimate will be to define the park designs into a logical sequence of phases, for which the Town can then explore additional funding opportunities in manageable segments.

95%/ 100% Submittal/ 95%/ 100% Review Comments and respond 95%/100% Review Meeting

DHM will submit 95% and 100% level drawings and reports in PDF format and hard copy (5 sets) to the Town of Lyons for review to obtain comments on the design. Also, we will submit any specific drawings to other review agencies as required. All comments will be reviewed and a response prepared that addresses all comments. Comments will be incorporated in the next phase of submittal documents.

Plans will be prepared in AutoCAD format and will be the basis for accurate cost estimating. Plans will be printed and available as a pdf document on cd as required.

Draft and Final Technical Construction Specifications with description of Bid Items

Draft and Final Technical bid specifications will be prepared based on CSI Master Format Standards in electronic format. Technical specifications, measurement & payment, and special contract conditions will be prepared. It is assumed that general provisions and Division 1 sections will be provided by the Town for incorporation into the contract documents.

Deliverables:

- Comment response matrix at 95% and 100% submittal
- Final Engineering Studies.
- 95% and 100% Final Construction Drawings (5 full size sets, 24"x36").
- 95% and 100% Draft and Final Technical Specifications. (2 sets, 8 1/2"x11").
- 95% and 100% Estimate of Probable Construction Costs and Pricing Schedule.

Task 4: Bidding and Construction Administration

Final Acceptance

DHM will make final corrections to plans, specifications and other submittals until final acceptance of plans ready for bidding.

Contract Documents

DHM will submit one set of full size (24"x36") scanned drawings, and one set of prints. DHM will submit one set of reproducible special conditions, technical specifications and bid forms and a CD ROM containing electronic files.

Detailed construction bid documents for the park and in-stream features, including construction contract documents, general conditions, administrative forms, required FEMA forms, construction specifications and drawings, a detailed cost estimate, and an estimated construction timeline, will be prepared. We will issue addendums to the Town's bid documents, answer questions from potential bidders, review the bid documents, and make a recommendation of award.

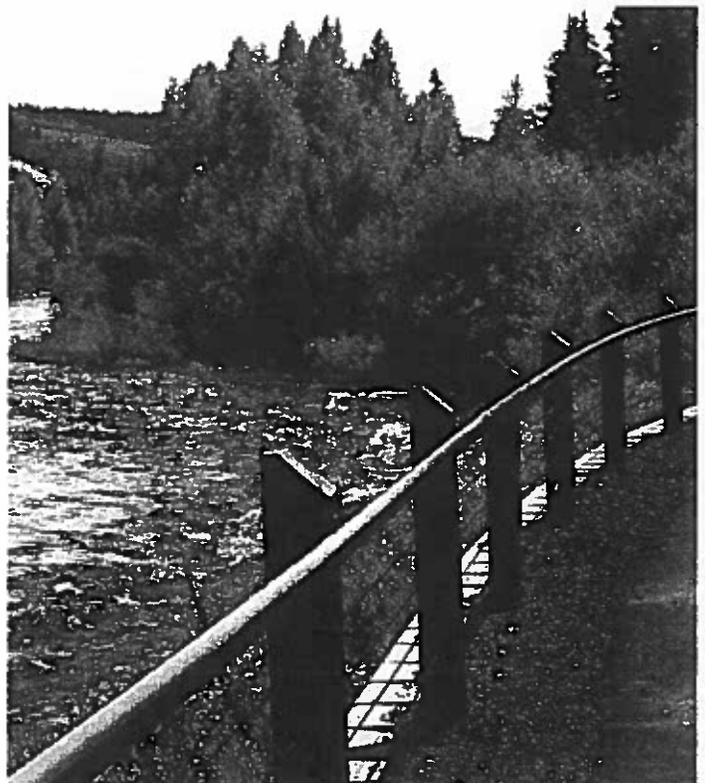
Construction Administrative Assistance

DHM will provide clarification to the drawings as necessary through the entire bidding and construction process. We understand that the Town has a dedicated administrator for this and other projects. We have included limited construction administration (monthly meetings) to ensure that these specialty products and systems are installed properly and to be available to address any design questions that may come up.

Construction Administration

Tasks include site visits, availability to answer any RFI's, provide design clarifications and review submittals, visit the site to review critical site items and answer any other questions that may come up during construction that impact design. Our team of consultants will assist with construction administrative services for site, architecture, utilities, instream work, and drainage and infrastructure improvements as it relates to their disciplines. A detailed scope and estimate of hours is included within our fee schedule. S2o will provide onsite construction inspection for the in channel structures and floodplain overflow elements. In addition to onsite inspection S2o will assist with any submittal review, ASI, RFI, missing detail, or changes that arise during the construction phase.

DHM attendance at weekly construction meetings is shown as an optional service in the fee schedule.



H. Evaluation Criterion #4 - Project Control

Project Control

Quality Control

DHM has a formal "Quality Control" policy. All construction document projects must be reviewed by a Principal or Senior Project Manager, preferably someone who has not worked on the project (a fresh pair of eyes), before submitting/ bidding.

In an effort to improve our construction document quality control, we have developed a plan checklist to make sure our construction documents are complete and well coordinated with other consultants. Contractors are bidding projects very low and looking for opportunities for change orders. Documents must be concise to avoid change orders that impact client budgets.

Our team members have worked together on numerous projects so they understand the high level of expectations and quality required. This makes for a more streamlined and efficient process that adheres to the project schedule. DHM's quality control process includes:

- Establishing expectations, schedule and preferred methods of delivery at the start of every project.
- Establishing incremented reviews with the client to ensure program, materials, costs and maintenance considerations are being met.
- Provide high quality graphics that not only illustrate the design intent, but inspire project stakeholders.
- Providing an organized filing system for easy retrieval and gathering of documents.
- DHM documents the results of meetings, presentations and stakeholder comments to ensure all critical items are evaluated and included within the project.
- We use a series of scheduling programs such as Microsoft Projects and Outlook to monitor progress on projects as well as weekly team meetings and weekly company wide resource sharing meetings to ensure all critical deadlines are being met.

Cost Control Methodology

The design team prepares Opinions of Cost at each step in the design process to ensure we are adhering to the client's available budget. We believe that very detailed estimates, all inclusive of permits, fees, utility services, construction, testing, design, administration and inflation lead to more accurate park development costs. DHM typically provides for bid alternates and works with clients and contractors to value engineer specific components of a project to maximize the available budget.

Schedule Management

Management of a team requires good planning in order to have the required resources available to propose on and perform work. Furthermore, the qualifications of the key personnel must be understood to ensure that the project is bid and ultimately accomplished to the satisfaction of the client. Based upon the scope of work and project schedule for the project, we have compared the project personnel needs with the staff currently available to support new projects. We have determined our team has sufficient resources to successfully meet the project schedule. Additional staff can be committed to the work as needed. DHM Design uses Microsoft Projects.

DHM is working on a variety of projects in various stages of design. We have successfully completed similar park projects throughout the Front Range, while staying within the scheduling and budgeting parameters set for our team. In the past we have exceeded the project schedule, such as the Lyon's Phase 1 Master Plan, due to unforeseen contractor issue. Fortunately, delays like this are usually short and manageable. For this project, we have an adequate number of people, computer facilities, and the commitment of our staff to meet the challenges of the project. We will coordinate and adapt the proposed schedule to set realistic deadlines and allow you to track the progress of the project as it advances through to completion.

Schedule

| | |
|-------------------|---|
| March 7..... | Notice of Award |
| March 14..... | NTP - Kickoff Meeting (Thursday Afternoons - Weekly Meetings) |
| May 12..... | 50% DD |
| May 19..... | Public Meeting |
| June 2..... | 95% CD |
| June 9..... | Public Meeting |
| Mid June | Parks & Rec Commission |
| June 13..... | BOT |
| July 1..... | 100% CD /Bid Documents |
| July/August | Bid |
| September | Construction (Fall/River) (Summer/Park) |

(5 Months Design)

J. Illegal Alien Certificate

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: DHM Design

Company Name Date

Mark Wilcox

Name (Print or Type)

Signature

Principal

Title

K. Proposal Acknowledgement

Attachment B Proposal Acknowledgement

PROPOSAL ACKNOWLEDGEMENT FORM

PROJECT NAME: 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project

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

| Contact Information Response | Response |
|--|--|
| Company Name | DHM Design |
| Name and Title of Primary Contact Person | Mark Wilcox, Principal |
| Company Address | 900 S. Broadway Suite 300 Denver, CO 80209 |
| Phone Number | 303.892.5566 |
| Email Address | mwilcox@dhmdesign.com |
| Company Website | www.dhmdesign.com |

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.



2-25-16

Signature of Person Authorized on Company's Behalf Date

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

L. Affirmative Action Steps

Attachment C FEMA CFR 13.36 Affirmative Steps Taken

Project Name and Number: 2016 Lyons Bohn Park Flood Recovery Final Design and Bid Project PW20E

Contractor: DHM Design

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.

DHM Design and S2O are both considered small businesses under the federal guidelines. The majority of the work on this project will be completed by them.

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.

We reached out individually to firms. As prime, we are a small business, and thus meet this requirement.

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.

Many of the specialty deliverables on this contract were broken out and given to small businesses such as skate park, irrigation, and ecology.

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.

As prime, we are a small business, and thus meet this requirement.

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.

As prime, we are a small business, and thus meet this requirement. DHM is listed on the SBA as a small business.

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.

As prime, we are a small business, and thus meet this requirement.

Prepared By: Karen Current

Date: 2/24/16

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

M. Contractor's Certification of Compliance

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:

DHM Design

2-25-2016

Company Name

Date

Mark Wilcox

Name (Print or Type)

Signature

Principal

Title

N. Attachment Environmental Clearance Requirements

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.

O. FEMA Requirements

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

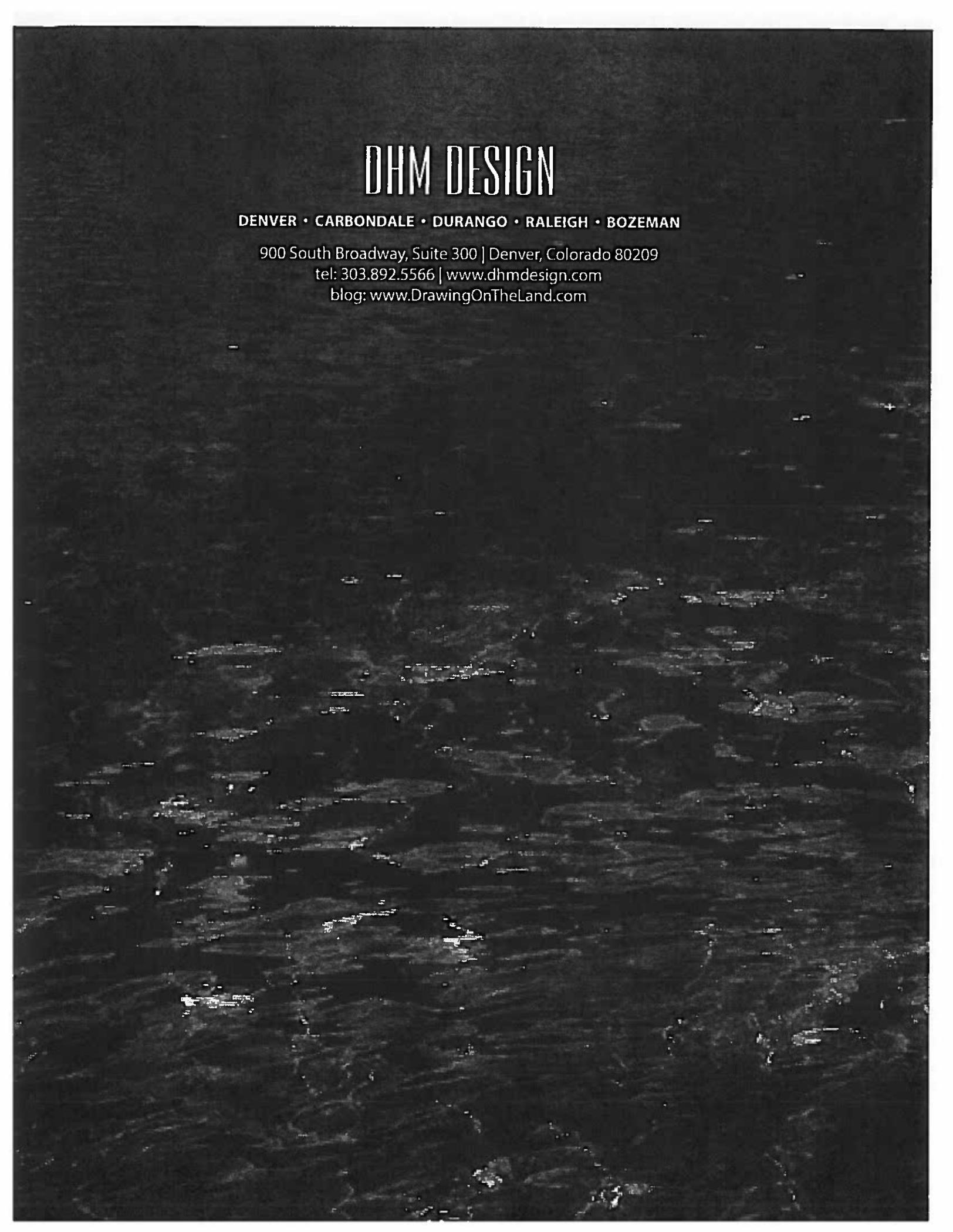
DHM DESIGN

DENVER • CARBONDALE • DURANGO • RALEIGH • BOZEMAN

900 South Broadway, Suite 300 | Denver, Colorado 80209

tel: 303.892.5566 | www.dhmdesign.com

blog: www.DrawingOnTheLand.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER Keller-Lowry Insurance Inc 1777 S Harrison St #700 Denver CO 80210 | | CONTACT NAME: Teresa Heupel Phone: (303) 756-9909 FAX No. Ext: (303) 756-8818 E-MAIL: icanhelp@kellerlowry.com | |
| INSURED DBM Design Corporation 900 S. Broadway Ste. 300 Denver CO 80209 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co 29424 INSURER B: Hartford Insurance Co of Midve 37478 INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 15-16 GL, AD, DM, WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE | TYPE OF INSURANCE | ADDRESS (RD) | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|------|--|--|-------------------------------|-------------------------------|-------------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADDITIONAL INSURED GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | X | 3488ARD8344 | 8/1/2015 | 8/1/2016 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP ADD \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 3488ARD8344 NO OWNED AUTOS | 8/1/2015 | 8/1/2016 | COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: <input checked="" type="checkbox"/> RETENTION \$ 30,000 | | 3488ARD8344 | 8/1/2015 | 8/1/2016 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Necessary in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N/A | 3488ARD7100 | 8/1/2015 | 8/1/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Lyons and its officers and employees are Additional Insured for General Liability as required by written contract with Insured subject to terms and conditions of the policy contract.

| | |
|---|---|
| CERTIFICATE HOLDER Town of Lyons 432 5th Avenue Lyons, CO 80540 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sibelius CIC CRM/TM |
|---|---|

Attachment C

Colorado Department of Regulatory Agencies
Division of Professions and Occupations
Colorado State Board of Landscape Architects

Mark Brian Wilcox

Landscape Architect

LA.0000204
Number

02/01/2015
Issue Date

Active
Credential Status

12/31/2016
Expire Date

Verify this credential at: www.dora.colorado.gov/professions

Lauren Larson *Mark Brian Wilcox*
Division Director: Lauren Larson Credential Holder Signature