

DRAFT AGENDA  
TOWN OF LYONS  
**7:00 P.M., MONDAY, JUNE 20, 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, Boulder County Sheriff's Office Report

V. Staff Reports

V.1. May 2016 Staff Reports To Administrator Simonsen

Documents: [STAFF REPORT MAY 2016.PDF](#)

VI. Audience Business

Limited to 15 minutes - all comments limited to 4 minutes per person.

VII. Board And Commission Update (15 Min)

VII.1. Utilities And Engineering Board, Update On Solar And MEAN

VIII. Lyons Liquor Authority

VIII.1. Special Events Permit For The Lyons Chamber Of Commerce For Good Old Days

Documents: [SPECIAL EVENT PERMIT - GOOD OLD DAYS.PDF](#)

IX. Consent Agenda

IX.1. June 6, 2016 BOT Meeting Minutes

Documents: [BOT MINUTES - JUNE 6 2016.PDF](#)

IX.2. June 2016 Accounts Payable

Documents: [BOT PAYABLES 062016.PDF](#)

IX.3. Resolution 2016-50, A Resolution Approving A Professional Services Agreement With N Line Electric, LLC For Electric Utility Services Operations And Maintenance

Documents: [RESOLUTION 2016-50-COVER SHEET.PDF](#)

IX.3.a. Resolution 2016-50

Documents: [RESOLUTION 2016-50-N LINE UTILITY SERVICES CONTRACT.PDF](#)

IX.3.a.i. N LINE Professional Services Agreement

Documents: [N LINE PROFESSIONAL SERVICES AGREEMENT - ELECTRIC UTILITY SERVICES OPERATIONS AND MAINTENANCE.PDF](#)

IX.4. Resolution 2016-51, A Resolution Approving Change Orders 14, 17, 19, 24, 25, And 34 To The Contract With Krishche Construction For Phase II Construction Of Lavern M. Johnson Park, Formerly Known As Meadow Park

Documents: [RESOLUTION 2016-51-A RESOLUTION APPROVING CHANGE ORDERS 14, 17, 19, 24, 25, AND 34 TO THE CONTRACT WITH KRISCHE CONSTRUCTION.PDF](#)

IX.4.a. Resolution 2016-51 - Signed Change Orders 14, 17, 19, 24, 25 And 34

Documents: [SIGNED CHANGE ORDERS 14,17,19,24,25,34.PDF](#)

IX.5. Resolution 2016-52, A Resolution Approving Change Order 50 To The Contract With Krische Construction For Phase II Construction Of Lavern M. Johnson Park, Formerly Known As Meadow Park

Documents: [RESOLUTION 2016-52- A RESOLUTION APPROVING CHANGE ORDER 50 TO THE CONTRACT WITH KRISCHE CONSTRUCTION.PDF](#)

IX.5.a. Resolution 2016-52 - Change Order 50 Signed Documents

Documents: [RESOLUTION 2016-52 -CHANGE ORDER 50 SIGNED DOCUMENTS.PDF](#)

IX.6. Memo Concerning Emergency Waiver Of Emergency Building Permit Fees

Documents: [EMERGENCY WAIVER OF ADMINISTRATIVE FEES KBG 6.15.16.PDF](#)

X. General Business

X.1. Prescott Knock, Proposal For 418 High Street, Land Uses Not Otherwise Identified In The Lyons Municipal Code. (Commercial Downtown District)

Documents: [COVER LETTER - 418 HIGH STREET.PDF](#)

X.1.a. 418 High Street Proposal

Documents: [418 HIGH STREET PROPOSAL.PDF](#)

X.2. ADU And Short Term Rentals - Discussion And Direction - Follow Up From Workshop

X.3. Direction Regarding Potential Ballot Questions For November Election Lodging Tax/Five Acre Vote/TABOR Compliance

Documents: [5 ACRE VOTE BACKGROUND INFORMATION.PDF](#)

XI. Items Removed From The Consent Agenda

XII. Trustee Reports

XIII. Executive Session - Executive Session Pursuant To C.R.S. Sections 24-6-402(4)(A), 24-6-402(4)(E), And 24-6-402(4)(B), For The Purpose Of Discussion The Possible Purchase, Acquisition, Or Transfer Of A Real Or Personal Property Interest; Determining Positions Relative To Matters That May Be Subject To Negotiations, Developing Strategy For Negotiations, And Instructing Negotiators; And Receiving Legal Advice From Attorneys Representing The Town On Specific Legal Questions, And Specifically, Discussing The Possible Purchase, Acquisition, Or Transfer Of Real Property Interests In The Eastern Corridor And Within The Town Limits, Instructing Negotiators Regarding Such Possible Acquisition Or Transfer, And Obtaining Advice As Needed From The Town Attorney On Related Legal Issues.

XIV. Summary Of Action Items

XV. Adjournment

"The Town of Lyons will not discriminate against qualified individuals with disabilities on the basis

of disability in its services, programs, or activities. Persons needing accommodations or special assistance should contact the Town at [hr@townoflyons.com](mailto:hr@townoflyons.com) as soon as possible, but no later than 72 hours before the scheduled event."

# May 2016 Monthly Reports to Town Administrator

## Economic Development and Community Relations

### **Highlights of the Month:**

\* Watson and Hodgson helped plan and lead a “Detour” audition in Lyons on May 19. Mary Hunt of the Governor’s Office, and several members of her Colorado Creative Industries team, toured downtown Lyons for a look at all of the potential venues that could be used during a potential “Detour” here. The Governor’s team seemed very excited to work with Lyons in the future and enjoyed lunch and a private performance by Elephant Revival at Planet Bluegrass with several Lyons business owners.

\* Watson and Hodgson attended Certified Local Government training in Wellington, May 19-20. Mark Rodman, a historic preservationist with History Colorado will visit Lyons to discuss the next steps to become a certified local government. For more information on what a CLG is and what it can do for heritage tourism, contact Jacque at [jacquew@townoflyons.com](mailto:jacquew@townoflyons.com).

\* Watson and Hodgson headed to Milwaukee May 22-25 for the National Main Street Conference, with Colorado Main Street officials. The three day conference was attended by Main Street programmers from all over the United States, whose focus is to provide support and attention to America’s Main Streets and Downtowns. The Lyons team attended the conference through a scholarship provided by Colorado Main Street.

### **Board and/or Commission Items:**

- LAHC successfully executed its first ‘Last Thursdays’ Art Walk event, and is working out details for the June *Last Thursday* event, with hopes for better weather and even more participation.
- Tracey Barber attended her first meeting as a LAHC member June 7.
- EDC chair Jay Malito presented their 2016 work plan to the BOT June 6
- Phil Kleisler resigned from the PCDC effective June, 2016. Opened Visitors Center

### **Other Items:**

- Mailed 7,700 Visit Lyons brochures to distributors (11 boxes, 700 each). Will be distributed across the front range and DIA
- Several meetings with Chamber admin and president for coordination with EDC and web presence
- “Think Tank” with CO Main Street staff and program communities regarding National Conference follow-up
- Working with [lyonscolorado.com](http://lyonscolorado.com) web host for new home page layout and home for news stories
- Coordination with the Lyons Outdoor Games production team for Town communications

### **Business License, Building Department, Code Enforcement**

#### 3 New Business Licenses Issued:

- Gatherings – Main Street, Lyons;
- Suburban Weiner (Special Events);
- Rosey’s Rescues – Broadway Street, Lyons;

#### 3 Businesses have closed :

- Inner Fortunes
- Grateful Threads
- Cara Elizabeth Designs

14 business license notices sent out again with 'not-in compliance' fees added until paid.

8 New Contractor Licenses & several renewals

Code Enforcement

- Tagged 5 vehicles for towing, 2 are currently working with code enforcement officer to get them removed, one moved 6/10/16; other two still in 72 hour time frame.
- Worked on log for Code Enforcement (detailed).

Building Permits – 24 total (12 reroofs; 1 awning; 1 pergula; 2 water heater replace; 1 siding; 1 demo Hubbard; 1 wiring shed; 1 PV Solar; 1 res. Remodel; 1 sign for Gatherings; 1 Commercial remodel for Linda Clark 310 Main; 1 Commercial remodel for MOJO, 216 Main (garage doors).

Flood Plain Development Permits – Leonard/ Bishop & Hubbard issued.

Building Permits with FLD – This is Leonard/Bishop & Hubbard (flood fees issued within the permitting system).

## **Parks, Recreation and Culture**

### **Highlights of the Month:**

- Meadow Park (Lavern Johnson Park) construction continues; the river restoration/bank stabilization was completed prior to spring run-off. All buildings have been completed and painted, receiving and anti-graffiti coating for maintenance purposes. Landscape installation has been completed from the new restroom area in the eastern portion of the park, around the tent and picnic sites on the south side to the ice rink area. All main line utilities have been installed to date and the lateral utilities that run to the buildings are in progress.
- The new park hosts have arrived and RV camping for the Memorial Day holiday weekend began. Tent camping is still closed but the RV sites have been full or close to full every weekend since opening despite construction activity.
- The park completion schedule has been delayed due to spring wet weather that delayed concrete pours, landscape installation and grading, along with the importance of allowing the sod and seed to establish prior to high volumes of people accessing the park. Park completion is being staged from east to west so the amenities are available for the Rocky Grass festival according to the signed contract with that event. Krische Construction will only be allowed to work in Meadow Park (Lavern Johnson Park) until July 22<sup>nd</sup> then will turn over the park for the Rocky Grass event until Aug 1<sup>st</sup>.
- Following the festivals due to high volumes of people and tent camping on the main lawn (potential other impacts) the sod will be heavily impacted and will need to be re-established using fertilizer and heavy amounts of watering. The park will remain closed and will be tentatively planned for a soft opening for Town of Lyons residents only on August 13<sup>th</sup>. This August 13<sup>th</sup> date is a goal date contingent on weather and other potential impacts on schedule. The park will then be closed again for Song School/Folks Fest from August 15<sup>th</sup>- 21<sup>st</sup>. similar applications will have to be utilized in order to get the park restored in order to schedule a grand opening of Lavern Johnson Park which should occur around the Labor Day holiday.

Town of Lyons anticipated Project Schedule/Milestones:

- May 25, 2016-Park Open for RV Camping
- July 22-July 30, 2016-Town of Lyons Lease with Planet Bluegrass for Rocky Grass Festival
- Aug. 1-Park available for pull in tent camping (possibly all tent camping)
- August 13-Grand Opening for Lyons Community
- August 15-21-FolksFest
- Sept. 1-General Public Park Opening

- Staging of Project to Meet Scheduling Objectives/Strategy:
- -Riparian Restoration Plan to Meet Spring Run-Off Demands
- -Completion of Work/Landscape to complete requirements of adjacent landowner agreements
- -Staging of work to ensure use of areas needed for opening of camping and festival season.  
i.e. completion of front entrance improvements, parking lot/access roads and turnaround, north trail from front entrance, clean up and repair of east parking lot and tent sites, water line construction coming out of park, east core completion including all tent/picnic sites and landscaping, river corridor work/restoration from structure 1 thru 4 including trails and all plant materials.
- The 2016 Lyons Bohn Park Final Design and Bid Project continues with good progress. Staff and consultants have been meeting weekly on Thursdays since the start of April. A second public meeting to discuss skate park design concepts will be held on Tuesday, June 21 at Town Hall from 6-7:30 pm. Concepts will be presented and discussed based on public input to date.
- Weekly updates as requested by the Board of Trustees regarding the meetings and design process are posted on [www.lyonsparksmp.com](http://www.lyonsparksmp.com)-the still active project website. Notices being sent out to public on process and meetings. The 50% design submittals are due June 10<sup>th</sup> and there will be a presentation to the Parks and Recreation Commission on June 13<sup>th</sup> at their regularly scheduled meeting and a presentation to the Board of Trustees per project scope on a date yet to be determined in the near future. Presentation of project plans to date have also been made to the Lyons Watershed board for comment. That project will continue to meet weekly to stay on schedule for specifications and drawings to be completed in July/August.
- Sandstone Park recently had some upgrades. The stone walkway was extended from the stone bridge near the fountain out to Railroad Ave. and the Raul Vasquez Community Stage was upgraded and faced with stone. Thank you to Raul Vasquez and Blue Mountain Stone for their contributions. Staff is planning a re-dedication and thank you ceremony on Thursday, June 23 prior to the Sandstone Summer Concert.
- Town staff has sent an email to the Carroll's requesting to meet with them upon their return from vacation on June 20<sup>th</sup> to discuss completion of the Bohn Park Berms. Staff is making arrangements for some donated materials needed to complete the project.
- Parks staff has completed a summer recreation brochure. It has several program offerings for youth, adults and Lyons senior population. It is posted on the Town website at <http://www.townoflyons.com/DocumentCenter/View/598> or copies can be picked up in the Parks and Recreation office.
- Eagle monitoring services agreement with Ecosystem Services was approved by the Board at the May 2, 2016 meeting. They will begin the monitoring and reporting June 1<sup>st</sup> for the USFWS permit. Eco Systems has completed the eagle monitoring for January-May. The monitoring beginning in June and ending in 2020, according to the permit issued by USFWS, will be conducted and submitted to the town under the contract signed for this scope of work between the town and Eco Systems. It has been documented that the eagles successfully had three eaglets this season and have been observed and photographed as healthy and doing well despite construction activity throughout Lyons.
- Parks staff has received some questions about standing water in Bohn Park near the multi-purpose field and concerns that it may be linked to our irrigation. A couple of items to note-the multi-purpose field irrigation is operated by the St. Vrain Valley School District in cooperation with the Town. Yearly there is standing water that seeps up through the ground in areas of Bohn Park as the water table rises, typically during the same period as the Meadow and South Ledge Ditches are flowing along the eastern and western edges of the southern portions of Bohn Park.
- Sandstone Park irrigation is currently temporarily functional after being reconnected due to Meadow Park Phase II construction impacts to the main line that controls irrigation to Sandstone Park. Staff is working with FEMA to see if permanent upgrades to the mainline may be eligible for funding to ensure the system is compatible and remains functional in the future.

### **Board and/or Commission Items:**

- PRC Meeting-June 13, 2016 @ 6pm Lyons Depot Building. The Agenda is:
  - 1) DHM and S2O-Bohn Park Plan Presentation-50% stage, PRC comment and recommendation to BOT
  - 2) Approval of May Minutes
  - 3) Meadow Park Phase II Update
  - 4) LOG Recap
  - 5) Good Old Days/River Run 5K
  - 6) Dog Access at Heil Valley Ranch Trailhead
  - 7) 2017 Budget
  - 8) Next meeting date
- The Lyons Watershed Board met and was given a presentation of the Bohn Park plan, specifically in regard to river design to this stage, in order to provide feedback and input. Those comments should be forthcoming.

### **Employee Issues / Highlights:**

- Meadow Park Hosts, Dave and Diane Marquardt, have arrived and started work.
- Logan Watson has started as the Parks Maintenance Seasonal Employee.

### **Safety Requirements Completed:**

- Required CIRSA paperwork-monthly vehicle, equipment, facility and park inspections, etc.

### **Upcoming Events to Communicate to Public / Board / Staff:**

See the attached monthly newsletter for upcoming Parks and Recreation events and programs.

Check out <http://www.lyonscolorado.com/events/lyons-good-old-days> for information regarding the Annual Lyons Good Old Days on June 25, 2016.

Check out <http://www.lyonscolorado.com/do/lyons-river-run-5k> for information regarding the Lyons River Run 5K on June 25, 2016.

- 1) Recently some new trees were planted at the Bohn Bark Dog Park in conjunction with the ReTreet Program that planted several trees around Town the weekend of Lyons Outdoor Games. Parks staff is regularly soaking the trees at least twice to three times weekly.
- 2) The Bohn Park Final Design and Bid Project is at the 50% Design Stage and the 50% design submittals from DHM Design can be found at [www.lyonsparksmp.com](http://www.lyonsparksmp.com). A PDF package that includes the memo, 50% design plans & other conceptual layouts has been uploaded to the project website under the link "**June 10, 2016 Design Development Report**".

### **Recreation Update:**

Recent summer Recreation programs that have been able to run are:

- Senior Fitness Class
- Senior Computer Skills Class
- Senior Trips—Arvada Center trip was attended by nine people, the Rockies trip scheduled for June 29<sup>th</sup> is completely full with a wait list

- American Red Cross Babysitting Classes
- **Monthly Senior Birthday Celebrations**
- Senior Book Club
- Yoga for Teens
- Pickleball
- Senior Bird walks with Davis

Programs that have **NOT** been able to run due to lack of participation are:

- Bicycle Maintenance class
- Tennis Lessons for kids
- Recreational team sports for kids
- JumpBunch Preschool Age Camp
- Summer running club for kids
- Recreational Adult Ultimate Frisbee

### **Public Works and Utilities**

- McConnell Drive and 2<sup>nd</sup> Avenue were graded and Magnesium Chloride applied
- Daily manual operations of SCADA system
- Replaced impeller on McConnell lift station
- Ordered signs for McConnell Detention Pond
- Multiple repeated locates (total Locates 2016 to date 912)
- Moved large amount of dirt into bunkers at Bohn Park
- Moved dirt and old branch pile to WWTP
- Clean out storm drains
- Filled many pot holes
- Adjusted elevations on transformer sleeves in Johnson Park
- Completed electrical hook-up in Johnson Park
- Re-pulled phone lines with Cat6 communication line at the Depot
- Line and Hydrant testing of new infrastructure in Lyons Valley Park
- Assisted trouble shooting and turning on water at RV Park
- Changed out seven water meters
- Changed out nine electric meters
- Continued with tree trimming in town
- Back filled WWTP SBRs
- Installed temporary safety fence on south side of SBR's
- Cleaned up the Depot property following construction
- Cleaned up branches at the cemetery
- Sat on panel for scoring for Electrical Service RFP
- Hired for two seasonal positions in Public Works
- Scheduled Inmates for Town Projects
- Responded six times for contractors damaging town infrastructure, 3 were emergency Call Outs
- Procurement verifications for all projects since flood for Finance Department
- Wrote 34 narratives on equipment for Finance

- Three work site safety inspections
- Helped Parks prepare for Outdoor Games
- Completed water pressure checks in Stone Canyon
- Clean up days prep and clean up
- Oversee Horizon Drive patching, milling and prep for pavement
- Obtained three bids (2 were not do work) for patching areas in town and Apple Valley
- Currently Public Works has inmates sorting the wood pile and then the County has agreed to chip **tree branches only**. Public Works employees will start moving the pile to the back of the sewer plant to clean up the parking area. If the jail crews are allowed to use a chipper, we will look into renting one in order to chip all wood as it is sorted.

## **Finance Updates**

### **Highlights of the Month:**

- Continuing with regular audit – plan to complete by 7/31/16.
- DHSEM grant monitoring – Did well but have some work to do finalizing Procurement policy
- Preparing for monthly cash flow meeting with the State 6/16/16
- Interviewed four people for Finance clerk...hope to offer by end of week.
- Working on bank reconciliation for April and May
- Have not received \$3M advance from State (from mtg at Capitol) Cash on hand approx \$5.5M
- Preparing for finance group move to depot Friday 6/17
- Trying to complete one URA for buyout...many more to come
- Received first draft of DEF grant (continuation of stream restoration project CDBG Rd 1) to review and working on another from de-obligated funds from Rd 1 acquisition
- Setting up an Economic Forecast for Colorado update by ColoTrust for August BOT meeting
- Submitted Request For Reimbursement (RFR) for CDOT project \$487K
- \$1.4M FEMA RFRs submitted
- \$530K GOCO RFR should receive 6/17
- Approx. \$600K HMGP Acquisition costs RFR submit next week.
- 2017 Budget process starts in July

## **Flood Recovery Planning**

### **Highlights of the Month:**

- BOT Workshop – LPPA Update
- Release of GIS RFP
- Creation of Proposed Process for Licensing Acquired Properties
- Ongoing Meetings with Residents Interested in LPPA Planning/Possible Outcomes
- Ongoing Meetings with Residents Interested in Licensing Acquired Properties
- Kick-Off of LPPA Master Plan Phase II – S. St. Vrain Area
- PCDC Workshop – LPPA Master Plan Update
- BOT Meeting – Update on Process for Licensing Acquired Properties
- Coordinated and Assisted in Tree Planting effort with RETREET Organization

**Board and/or Commission Items:**

- BOT Updates on LPPA Master Plan and Licensing Acquired Properties
- PCDC Updates on LPPA Master Plan
- Upcoming Presentation on Form-Based Codes for Joint BOT/PCDC Workshop
- BOT Workshop needed for Proposed Process for Licensing Acquired Properties

**Public Concerns:**

Continuing to work with/have discussions with residents that express a range of fears about the future of the Town – in regard to both the use of the Acquired Lots and future developments in Town and in the LPPA.

**Upcoming Events to Communicate to Public / Board / Staff:**

LPPA Master Plan Meeting #3 for S. St. Vrain Area – Scheduled for 6/28 at Fire Station

**Sustainability**

- Yard Sale / Clean-Up Day: Coordinated Lyons Spring Clean Weekend. This consisted of the Community Yard Sale with 20 residents hosting yard sales in Sandstone Park and over 20 homes throughout the community. The event was well attended and feedback from participants has been positive. Clean-Up Day this year was better attended and generated more cash than previous years. While diversion and landfill numbers are not finalized yet it does initially seem to be very positive. We did run out of landfill roll-offs which brought some stress to the day of but this was quickly mitigated by Kyle and crew the Monday after.
- Zero Waste @ Outdoor Games: Coordinated all elements of Zero Waste for the Outdoor games including: coordinating volunteers; ordering roll-offs; managing volunteers, hauling waste; supporting event operations and running zero waste trainings.
- Boulder County Transportation Thank You: Worked with members of the SFC to create a thank you for the Boulder County Transportation team as they have provided funding for Lyons Eco-{ass for the last 5 years! Joined members of the SFC to present the transportation team with framed pictures of riders, framed letter of thanks and cupcakes.

**Board and/or Commission Items:**

- Planning Zero Waste Events: The SFC wants to shift the coordination and running of Zero Waste at town events to happen at the event planning level. Over the next month the SFC will be creating a Zero Waste Plan template that all entities (internal or external) planning and running events need to create before an event is approved. While the SFC is willing to support these plans the entity running the event is ultimately responsible for implementing the plan

**Public Concerns:**

The solar community, installers and residents, along with the SFC are very concerned about MEAN's new distributed generation policy. Essentially this policy will create a surcharge to the town for any

new solar generation. Thus it will be difficult not to pass those costs on to customers. This will make Lyons a very unfriendly environment to install solar. This would also limit the town's ability to install a solar garden type system. The details of the policy are still unclear but this is another reactionary measure by MEAN that further proves that our energy provider is stuck in the dirty energy paradigm and unwilling or able to embrace a clean energy future.

**Upcoming Events to Communicate to Public / Board / Staff:**

- Zero Waste @ Sandstone Concerts:  
Bohn Park on Thursday Nights
- Zero Waste @ Good Old Days:  
Bohn Park on 6/25

**Agenda Item No: VIII-1**

**Meeting Date:** June 20, 2016

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

**Applicant:** Lyons Area Chamber of Commerce  
**Address:** Sandstone Park, Broadway, Lyons, CO 80540

**Background:**

The Lyons Area Chamber of Commerce submitted a Special Events Permit application May 31, 2016. According to the State Liquor Code, this matter should be decided before the Local Liquor Licensing Authority. The site of this event was posted on June 9, 2016, which exceeds the ten-day notice requirement and may be considered by the Authority at this time. According to the State Liquor Code, this matter should be decided before the Local Liquor Licensing Authority. Approval by the Board of Trustees, acting as the Local Liquor Licensing Authority, should be contingent on the Town not receiving any objections to the application within the ten-day posting period. In the event objections are filed in the Clerk's office, a public hearing before the Board of Trustees should occur. The Clerk's Office has not received any objections to this Special Events Permit to date. Due to the absence of filed complaints, the Local Liquor Licensing Authority does not have to conduct a public hearing before making a decision on this special event permit.

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

The event will be held Saturday, June 25, 2016 at Sandstone Park, in conjunction with the 40<sup>th</sup> Annual Lyons Good Old Days celebration.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE State Sales Tax Number (Required)  
*Lyons Area Chamber of Commerce* *84-6105623*

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)  
*PO Box 426  
 Lyons, CO 80540*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)  
*Sandstone Park  
 Broadway, Lyons CO 80540*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
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4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE  
*Bronwyn K. Muldoon 11/12/68*

5. EVENT MANAGER

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

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?  
 NO  YES TO WHOM? \_\_\_\_\_

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

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

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
<i>June 25th</i>				
<i>10a .m.</i>				
<i>9p .m.</i>				

**OATH OF APPLICANT**

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

SIGNATURE <i>[Signature]</i>	TITLE <i>President</i>	DATE <i>5/31/10</i>
---------------------------------	---------------------------	------------------------

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

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

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) <i>Town of Lyons Colorado</i>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK <i>303-823-6622</i>
SIGNATURE	TITLE <i>Mayor</i>	DATE

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

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

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF TRADE NAME**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

LYONS AREA CHAMBER OF COMMERCE

(Entity ID # 20081106878 )

was filed in this office on 02/24/2008 with an effective date of 02/24/2008 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/27/2016 that have been posted, and by documents delivered to this office electronically through 05/31/2016 @ 10:16:23 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/31/2016 @ 10:16:23 in accordance with applicable law. This certificate is assigned Confirmation Number 9673999 .



Secretary of State of the State of Colorado

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

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

## Special Event Permit Questionnaire and Affidavit

1. What type of an event is planned (i.e. annual, quarterly, benefit, etc.)?

Annual beer garden for Lyons  
Good Old Days.

2. Explain in detail the nature of your organization, its function and who or what benefits from its operations (attach separate sheet if necessary).

LACB promotes the economic, social, cultural  
and environmental sustainability of the Lyons area.

3. Who or what organization will be the recipient of funds derived from this event?

Lyons Area Chamber of Commerce

4. How many people are expected at this event? 2000

5. Describe the premises at which this event will take place: Bohu Park

6. What type of security will be provided at this event? law enforcement, designated markings,  
chamber staff

7. How many security personnel will be provided at this event? 1

8. How will security personnel be identified? uniforms

9. What type of entertainment will be provided, if any, for this event?

Live music, outdoor games, performances,  
food vendors and kids activities.

10. What method will be used to check identification for proper age of attendees (i.e. at the door, at the bar, etc.) and how will underage patrons be identified so as not to be served alcohol beverages (i.e. stamp or mark on the hand, etc.)

All checked at tent 21 years old will  
get wristbands put on by chamber staff

11. How will the conduct and level of intoxication of attendees be monitored and by whom?

Monitored by security and staff  
supervisors at the event as well as  
volunteers taking TIPS training prior to  
event.

12. Have volunteers or members of your organization been trained in the sale/service of alcohol beverages? If yes, what training have they received and by whom?

Basic "TIPS" based training will be given to volunteers

13. What types of alternate beverages and food/snacks will be available?

water, root beer

14. Has a State and City Sales Tax Number been initiated by you or a member of your organization? If so, provide those numbers in the space provided.

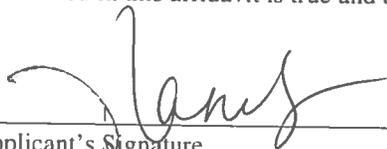
n/a - non-profit

15. Explain how this event will be marketed describing what kinds of advertising material will be distributed and targeted recipients of such material.

Email, posters, newspaper, social media

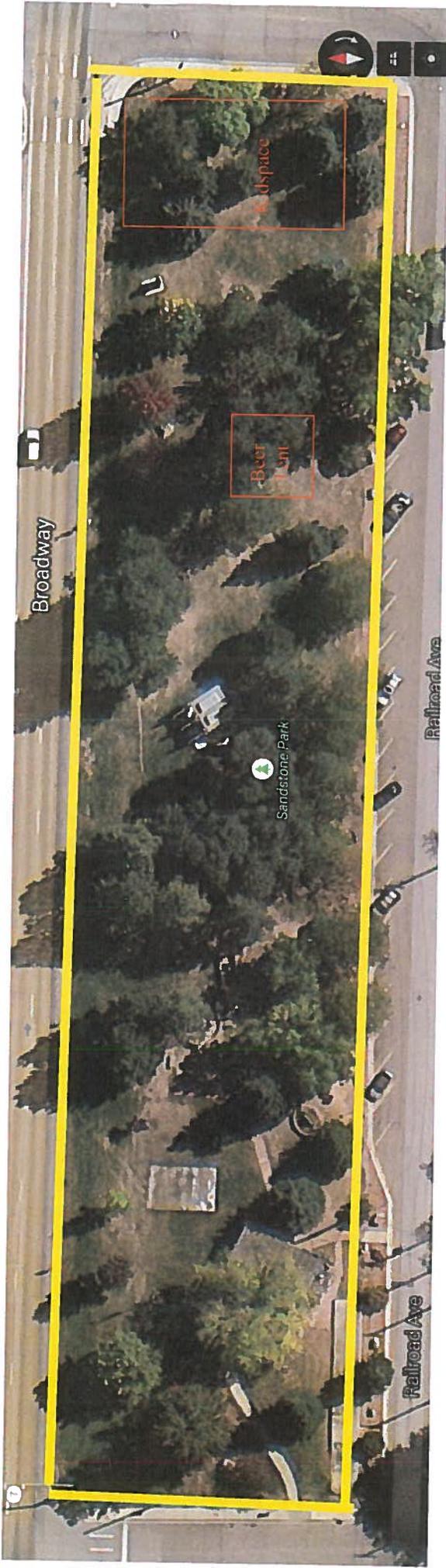
I hereby certify, under penalty of perjury, that the information provided to the Lyons Liquor Licensing Authority contained in this affidavit is true and accurate to the best of my knowledge.

Applicant's Signature



Date

6/1/14



Broadway

Kidspace

Beer Run

Sandstone Park

Railroad Ave

Railroad Ave

TOWN OF LYONS  
**7:00 P.M., MONDAY, JUNE 6, 2016**  
BOARD OF TRUSTEES MEETING MINUTES  
SHIRLEY F. JOHNSON COUNCIL CHAMBER  
LYONS TOWN HALL, 432 5<sup>TH</sup> AVENUE, LYONS, COLORADO

- I. Roll Call and Pledge of Allegiance
  - Trustee Karavas** - present
  - Trustee Waugh**- present
  - Trustee Kerr**- present
  - Mayor Sullivan**- present
  - Trustee Greenberg**- present
  - Trustee Dreistadt**- present
  - Trustee Miller**- present
- II. A Reflective Moment of Silence
- III. Approval of the Agenda
  - Trustee Greenberg** motioned to approve the agenda
  - Trustee Dreistadt** seconded the motion, with all voting in favor thereof.
- IV. Boulder County Sheriff Report, Sgt Nick Goldberger:
  - Introduced Bill Crist, new Lyons substation sergeant beginning in August. Crist has been with sheriff's office for 15 years and looks forward to being back in Lyons.
  - Reported a dumpster fire behind pharmacy last weekend, no leads at this time.
  - Reported that Lyons Outdoor Games went smoothly, save one trip to the Alcohol Recovery Center in Boulder for an over-served patron.
  - No weekend traffic issues, thanks to Joe Kubala, with construction on Main Street
- V. Staff Reports
  1. Financial Update – Report on Expenditures Comparison Q1 2015 v. Q1 2016
    - Tony Cavalier, Finance Director**, discussed his submitted report, and reminded the BOT that sales tax revenues shown are reported two months out, as are other reported revenues. He explained that this information will smooth out as the year progresses and revenues come in to offset expenditures. He stated that the finance department is improving its preparation for audit by making adjustments as soon as possible in the year, rather than later in the year. This will also give a better view of the big financial picture throughout the year.
  2. Revised CDBG-DR R3 Priority List – **Administrator Simonsen** reported that mobile home park property, (get list from packet) Round II funds are expected in the summer; Round III funds are expected in the fall.
    - Mayor Sullivan** expressed concern that keeping people on the buyout list is keeping recovery funding away from other much-needed projects.
    - Trustee Kerr** agreed that something needs to be done; he said whether the property owner pays the match or the environmental assessment, but it seems at this point no one has any intention to participate in the buyout.
    - Trustee Greenberg** said that while he doesn't want to lose funding for other projects, he would like to keep property owners on the list without penalization at this time.
    - Administrator Simonsen** suggested that by the time the unmet needs assessment comes to town, owners need to either pull out of the buyout, or participate, by the of June. An environmental assessment costs under \$10,000.
    - Trustee Miller** said a hard deadline is fair at this point in time.

**Mayor Sullivan** said they need to establish the deadline for participation in the buyout and what the consequence will be.

**Administrator Simonsen** said that a message could be sent out stating a deadline of July 1. Staff can send out a letter on Tuesday, June 7, 2016. It should refer to the BOT discussion regarding collecting funds up front, collecting them arrears, and making property owners commit by a July 1 deadline.

3. Traffic Update Joe Kubala. Two lanes will be the norm on weekends from now on. North side from Lyons Quilting to 3<sup>rd</sup> should be done by July 4 holiday weekend. Two challenges: pedestrian crossing at 2<sup>nd</sup>, eastbound traffic are not stopping for pedestrians. Travelers queue up for the right turn lane to Estes Park early on, and this compounds traffic slow up. Xcel is working on gas lines in the confluence neighborhood. Defalco will be working on street excavations as closely behind Xcel as possible.

VI. Audience Business - Limited to 15 minutes - All comments will be limited to 4 minutes per person  
Lavern M. Johnson, 238 High Street - stated that she is honored by the renaming of the park in her honor. She played in that park as a kid, swam in the swimming hole, and coached over the years. She has a long list of people who worked hard to keep the parks, and she wouldn't want people to think she did it all herself. The Red Rock Ramblers will hold their last dance in the park this season, with speakers and other very important people in attendance.

VII. Boards and Commissions

1. Economic Development Commission – **Jay Malito**, 120 Eagle Valley Drive, Economic Development Chair

As Chair, he wants to share with the BOT the structure and vision of current EDC. He wants to recruit new community members with a strong head for business to join the EDC. The goal is to have a member lead each of the five focus areas identified by the EDC, working through Colorado Main Street.

The EDC wants the Board of Trustees to support our business community and property owners. The EDC wants to be the go to organization for support and advocacy. At the end of the day, Malito want every business owner to say, "they are doing everything they can, so if I am not succeeding, maybe I need to look inward at what I am doing, because I know the town is doing everything it can to support economic development."

Sullivan: what can we do to support the EDC?

Malito: the first thing is that you hired a part-time economic development associate, that shows the Town does support economic development.

The last time a new development occurred was the Winter Plaza development in 1989.

Parks and River Recreation campaign. Market our core. Not create a new industry, just continue to market what we have. The EDC is paying to professionally optimize the tourism website. We hope to see ancillary businesses come in to support what the town is already doing well. A hotel feasibility study is still on the table to gauge market support. The EDC is also working on an Economic

**Mayor Sullivan** said she would like a separate workshop on the Economic Impact Analysis later on when there is more data to consider.

VIII. Ordinances – First Reading - Second Reading – Public Hearing

1. Public Hearing - Ordinance 1002, an Ordinance Amending Article 4 of Chapter 11 of the Lyons Municipal Code by Repealing and Reenacting Section 11-4-60 to Substitute the Name "LaVern M. Johnson Park" for the Park Formerly Known as Meadow Park – Public Hearing

**Kathie Guckenberger**, town attorney gave the staff report. Staff will identify all locations in the Lyons Municipal Code that mentions Meadow Park and replace it with Lavern M Johnson park.

**Lavern Johnson**, 238 High Street, said she thinks people will still say Meadow Park, and that is alright.

**Trustee Dreistadt** said, to follow up with Mrs. Johnson's own wishes, there should be some reference to "Meadow Park," just for historical reference.

The BOT instructed Simonsen to ask the parks director to create a memorial with Meadow Park historic reference to explain name change

**Trustee Karavas** motioned to approve ordinance 1002.

**Trustee Dreistadt** seconded, all voting in favor thereof.

IX. Consent Agenda

1. June 2016 Accounts Payable

2. May 27, 2016 Special BOT Meeting Minutes

3. May 16, 2016 BOT Meeting Minutes

4. FIRST READING - Ordinance 1,000, an Ordinance of the Board of Trustees of the Town of Lyons Conditionally Rezoning Property Within the Town of Lyons, Commonly Known as 304 2<sup>nd</sup> Avenue, from the (B)Business District to PUD-C (PUD-Residential, Conditionally Approving the Final PUD Plan and Approving the Development Agreement for the Subject Property. The second reading and public hearing will be held July 5, 2016.

**Trustee Dreistadt** moved to approve consent agenda

**Trustee Greenberg** seconded, with all voting in favor thereof.

X. General Business

1. Habitat for Humanity Overview - Informational

**David Emerson** discussed a preferential policy for Lyons residents. Emerson  shared an established covenant that is used by City of Boulder, that **Emerson** says works well with all of the housing partners City of Boulder works with. Habitat is willing to execute this covenant with the Town of Lyons, for a 10-year initial term, 5-year terms thereafter, as a suggestion. Habitat wants to relocate residents displaced by the flood, first and foremost.

**Trustee Greenberg** explained that using the zip code 80540 as a geographic marker is a fairly significant area compared to the Town of Lyons. He is worried about the significance of placing someone outside of Lyons, but in the 80540 area, before someone who is from Lyons or who has strong ties to Lyons.

**Emerson** said he can look at the Disaster Recovery funding and how that impacts the preferential policy. Potential buyers could possibly show impact, but not be displaced.

2. Information /Discussion License Agreement for the Acquired Properties – Discussion

**Matt Manley**, Flood Recovery Planner, lead the discussion

There is interest by citizens to obtain some of the lots, and there is interest by the Town to share cost of maintenance. The Town is interested in properties that are contiguous to parkland and less interested in isolated lots in the center of the residential areas

**Manley** said he has been working closely with confluence residents regarding a draft license agreement. He said it has been easy to deal with that neighborhood, because they are already organized; getting input from other nearby residents have not been as easily obtained. He is trying to work with DOLA regarding the feasibility of picking and choosing which lots should be enveloped by parks, and which could be leased short term to town residents.

**Sally Truitt**, Grant Manager, said DOLA wants to be sure that the Town is not setting false expectations with confluence neighbors in particular, so that the Town doesn't risk losing grant funds.

3. Survey of Citizens Regarding Options for Annexation of Property in the Eastern Corridor for the Purpose of Promoting Affordable Housing and Economic Development – Discussion/Direction to Staff

**Mayor Sullivan** said to pick up the survey where the housing taskforce left off. The goal is to administer it as an informal survey to gauge public interest in annexation and development of housing in the eastern corridor. She solicited comments from trustees to improve message.

**Trustee Miller** suggested defining the geographic boundaries of the eastern corridor for those who may not know.

The BOT directed staff to move forward with survey, with location clearly defined.

4. Discussion of Options for Obtaining an Affordable Housing Pre-Development Resource to Develop an RFP

**Administrator Simonsen** shared options to fund another affordable housing staff member with extended DOLA funding: 1) go through the complete process of advertising, and hiring a new

employee and get them up to speed: 2) get a staff member from Longmont. However, at this time, there is no one readily available; or 3), use Rosi Dennett, who has significant experience with Lyons regarding housing, and has County resources.

**Mayor Sullivan** suggested a blend of options 2 and 3.

**Administrator Simonsen** suggested using Dennett through December, then hire a consultant to complete the project. She said Dennett would charge a lesser amount if she became the housing coordinator, than she does as the buyout coordinator; and she is already approved by DOLA.

**Trustee Waugh** said Dennett already has a level of knowledge of the Town.

**Mayor Sullivan** said Dennett is the most available answer.

**Trustee Miller** said she is not sure Rosi has what it takes and thinks someone from Longmont would be the ideal situation.

**Administrator Simonsen** said if (City of Longmont employee) Kathy Fedler can come up with someone in the next few weeks, then it could be a possibility.

**Trustee Greenberg** said option 3 appeals to him, as Dennett is someone who has been here and understands this situation, since October, 2013.

**Administrator Simonsen** said she would see if she could create something out of all three options.

**Mayor Sullivan** appointed Mrs. L. Johnson as an honorary lifetime member of the Parks and Recreation Commission; and Tracey Barber to the Lyons Arts and Humanities Commission.

**Trustee Kerr** attended a MEAN meeting last week. He said there will be changes coming down regarding solar customers paying their fair share. Would like to direct staff to create a moratorium on net metering, and come up with an ordinance to address net meter customers. Mayor Sullivan said it sounds like a workshop is needed to discuss and understand the issue fully. Even if it is a special workshop, due to time consideration.

**Guckenberger** said she would need a lot more information to justify a moratorium.

**Administrator Simonsen** said she can schedule a workshop for June 20 for this item.

The BOT took a 5-minute break.

XI. Items Removed from the Consent Agenda

XII. Trustee Reports

XIII. Summary of Action Items

1. **The BOT** instructed Simonsen to ask the parks director to create a memorial with Meadow Park historic reference to explain name change.
2. The BOT directed staff to move forward with housing in the eastern corridor survey, with location clearly defined.
3. Simonsen to create a housing coordinator staff member out of the three available options
4. Simonsen to schedule a net meter workshop on June 20.

XIV. Executive Session - Executive session pursuant to Sections 24-6-402 (4)(f), (e), (a), and (b) to discuss a personnel matter regarding a specific employee who has not requested an open meeting; to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators; to discuss the possible purchase, acquisition, or lease of real property both within the Town of Lyons and in the Eastern Corridor; and to obtain advice as needed from the Town Attorney on any related legal issues; and specifically, to determine positions and develop strategy for negotiations and instruct negotiators concerning the possible acquisition of real property within the Town and in the Eastern Corridor, and to instruct negotiators concerning contracts and other matters that may be subject to negotiations.

XV. Adjourned at (time): 10:57 pm Trustee Greenberg motioned to adjourn; Trustee Waugh seconded, with all voting in favor thereof.

Respectfully submitted

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Jacquelyn Watson, CMC  
Deputy Town Clerk

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Connie Sullivan, Mayor  
Town of Lyons

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

Town of Lyons  
A/P Summary Bi-Monthly  
6/20/16

Date & Check #	Handchecks	Description	Amount
6/13/16 94489	Home Depot	Monthly statement	\$ 478.48
6/13/16 94490	Innovative Computer	PC station	\$ 930.00
6/13/16 94491	Northern Water	Additional water shares from M	\$ 466.70
6/13/16 94492	Boulder County Treasurer	Property taxes	\$ 763.66
6/14/16 94493	Birch Communications	telecommunications	\$ 647.29
<b>Total Handchecks</b>			<b>\$1,877.65</b>
Payroll 6/20/16 .....			<b>will be reported on update</b>

Unpaid Invoices - Vendor	Amount	Grant Funds	Grant Name
American Fence Company, I	\$ 201.60	\$210.60	FEMA
American Heritage Life Insur	\$ 70.64		
ATCO International:	\$ 216.68		
BCI	\$ 249.00		
Big Air Jumpers, Inc.:	\$ 885.00	\$885.00	LCF
BK Tire, Inc.:	\$ 817.23		
Bladeworks	\$ 4,818.24		
Boulder County Finance:	\$ 42,407.00		
Brekke Storage:	\$ 115.00	\$115.00	FEMA
Browns Hill Engineering:	\$ 2,889.80		
Camping Refund:	\$ 114.00		
Carquest Auto Parts Store:	\$ 579.95		
Caselle:	\$ 1,394.00		
Century Link:	\$ 1,083.48		
Clark's Hardware:	\$ 502.30		
Colorado Health Medical Gro	\$ 58.00		
Colorado Analytical Lab:	\$ 166.00		
Colorado Department of Hea	\$ 560.00		
Colorado Materials:	\$ 5,602.07		
CPS Distributors, Inc.:	\$ 404.60		
Crockett, Michelle:	\$ 400.00		
Deep Rock Water:	\$ 252.02		
Defalco	\$281,757.02	\$281,757.02	CDOT (Main St.) FEMA (Conti)
DHM Design:	\$ 6,458.50	\$6,458.50	FEMA
Display Sales Co:	\$ 445.00		
Electric Fund:	\$ 4,018.29		
Extreme Event Productions,	\$ 1,650.00		
Front Range Land Solutions	\$6,525.00		
Gatherings:	\$ 14.00	\$14.00	LAHC
Gateway Auto:	\$ 300.33		
Global Cable, Inc.:	\$ 2,642.00		
Haddad, Abraham:	\$ 200.00		
Hodgson, Arielle:	\$ 472.50	\$472.50	LCF
Honen Equipment	\$12,680.00	\$12,680.00	FEMA
Humana, Inc:	\$ 973.05		

Town of Lyons  
A/P Summary Bi-Monthly  
6/20/16

Innovative Computer:	\$	4,105.00		
John Deere Financial	\$	2,683.58	\$2,683.58	FEMA
Kerr, James F.:	\$	392.19		
Landis+Gyr Technologies, L	\$	684.71		
Lewan & Associates:	\$	1,234.31		
Longmont Humane Society:	\$	387.50		
Longmont, City of:	\$	12,844.86		
Loris	\$	11,009.33	\$11,009.33	FEMA
LTM Designs:	\$	64.25		
Lunde, Jamie:	\$	400.00		
Lyons Fire Protection District	\$	140.00		
Lyons Quilting:	\$	7.00	\$7.00	LAHC
Lyons Recorder:	\$	104.00		
Lyons Redstone Museum:	\$	3,250.00		
M E A N:	\$	74,161.79		
Mail Solutions:	\$	1,067.92		
McDonald Farms Enterprises	\$	2,520.00		
Michow Cox & McAskin		\$20,849.87		
N Line Electric, LLC:	\$	5,565.60		
One Way, Inc:	\$	295.00		
Peak Communication:	\$	190.00		
Petty Cash - Parks:	\$	100.00		
Pitney - Bowes:	\$	862.50		
Pitney Bowes Global Financi	\$	176.07		
PLIC-SBD Grand Island:	\$	316.23		
Poysti & Adams, LLC:	\$	11,103.69		
Quill:	\$	626.12		
Ramey Environmental	\$	13,184.21		
Red Canyon:	\$	49.00	\$49.00	LAHC
RG & Associates, LLC	\$	2,192.50		
Ricker Cunningham:	\$	20,106.54	\$20,106.54	CO Heritage Plan Grant
Rise Broadband:	\$	84.45		
River Run 5K:	\$	800.00		
SAFEbuilt Colorado:	\$	4,701.60		
Service Experts:	\$	624.00		
Shafer, Danny:	\$	100.00		
Sims, Bonnie:	\$	440.00	\$440.00	LCF
Starkovich, Jacob:	\$	536.60		
Sunrise Lions Club:	\$	250.00		
The Blue Canyon Boys:	\$	400.00	\$400.00	LCF
Tiller, David:	\$	200.00		
Uline:	\$	1,129.29		
United HealthCare Insurance	\$	19,978.14		
Utilities Refund:	\$	417.72		
Utility Notification Center:	\$	248.82		
Vallejo, Alex:	\$	400.00		
Vision Service Plan (VSP):	\$	366.43		
Wagner Welding Supply:	\$	8.68		
West Unified Communication	\$	38.55		

Town of Lyons  
A/P Summary Bi-Monthly  
6/20/16

Western Disposal Services, I	\$	108.00		
Western Stars Gallery:	\$	7.00	\$7.00	LAHC
Workwell Occupational:	\$	90.00		
Xcel Energy:	\$	371.35		
Xpress Billpay	\$	173.75		
<b>Unpaid Invoices as of 6/15/16</b>		<b>\$604,070.45</b>	<b>\$316,292.53</b>	<b>Grant Expenditures</b>

<b>Total (hand checks, unpaid invoices &amp; payroll)</b>	<b>\$605,948.10</b>
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**Agenda Item No: IX -3**  
**Meeting Date: June 20, 2016**

**Subject: Resolution 2016 - 50**

**Presenter: Kyle Miller, Director of Public Works**

**Background: Electric Utility Services – award of contract**

The RFP for Electric Utility Services was posted and open to the general public for bids.

The Town issued Bid Documents were advertised on the Rocky Mountain E-Purchasing web site and on the Town of Lyons web site on April 6, 2016. Bids were required to be delivered to the Town of Lyons no later than May 13, 2016 by 3:00pm.

Five (5) official bids were received by the posted deadline from qualified contractors. All 5 bids were reviewed and scored by 5 Town staff members and the winning bid was determined to be NLine Electric, LLC. This is the current electrical contractor for the Town is NLine Electric, LLC and they have been providing the electrical service to the Town since 2004.

**Staff Recommendation:**

Based on the bids and evaluations, staff recommends awarding the contract to NLine Electric, LLC. Based on previous billings from this contractor the amount of the contract should be approximately \$175,000.00 annually.

**TOWN OF LYONS, COLORADO  
RESOLUTION 2016- 50**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
N LINE ELECTRIC, LLC FOR ELECTRIC UTILITY SERVICES OPERATIONS  
AND MAINTENANCE**

**WHEREAS**, the Town of Lyons is authorized by C.R.S. Section 31-15-101 to enter into contracts for any lawful purpose; and

**WHEREAS**, the Town of Lyons ("Town") has contracted with a private company to provide specialized electric utility services to the Town of Lyons Service Area since October, 2004; and

**WHEREAS**, although the Town provides utility billing for electric services and employs maintenance staff in the Public Works Department, it desires to continue this type of arrangement with a qualified vendor; and

**WHEREAS**, the Town desires a qualified vendor that will operate and maintain the Town's electric utility in response to calls from the Public Works Department and that will recommend, make, and install upgrades, repairs, and Capital Improvement projects upon approval and direction by the Public Works Director; and

**WHEREAS**, in accordance with the Town's purchasing policies, the Town solicited bids on Wednesday, April 6, 2016 for Electric Utility Services Operations and Maintenance services ("Services"); and

**WHEREAS**, the Request for Proposals for the Services went out via the Rocky Mountain E-Purchase system; and

**WHEREAS**, five (5) members of Town staff evaluated and scored the five (5) proposals that were submitted by the deadline date of Friday, May 13, 2016; and

**WHEREAS**, based upon this evaluation, Town staff determined that N Line Electric LLC, a Colorado limited liability corporation ("N Line Electric"), was the most qualified bidder to perform the Services; and

**WHEREAS**, the Board of Trustees desires to accept N Line Electric's bid and to enter into an agreement with N Line Electric to perform the Services substantially in the form of the Professional Services Agreement attached hereto as **Attachment A**.

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

Section 1. The Board of Trustees hereby (a) approves the Professional Services Agreement for Electric Utility Services Operations and Maintenance in substantially the form attached hereto as **Attachment A**; (b) authorizes the Town Attorney and the Mayor to make such changes as may be required to the extent they do not materially increase the obligations of the Town, and (c) authorizes the Mayor to execute the same on behalf of the Town.

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

**ADOPTED this 20<sup>th</sup> day of June 2016.**

TOWN OF LYONS

By: \_\_\_\_\_  
Connie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Debra K. Anthony, Town Clerk

**Town of Lyons**  
**PROFESSIONAL SERVICES AGREEMENT –**  
**ELECTRIC UTILITY SERVICES OPERATIONS AND MAINTENANCE**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the "Town"), and N Line Electric, LLC, with offices at 14293 Longs Peak Court, Longmont, CO 80504, United States (the "Contractor"). The Town and the Contractor may collectively be referred to herein as the "Parties."

**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

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

WHEREAS, the Contractor represents that it possesses the necessary skills and qualifications to perform these services as described in this Agreement; and

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

NOW, THEREFORE, for the consideration herein expressed, the Parties mutually agree as follows:

**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 its **Public Works Director** 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 A, 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: Americans with Disabilities Act. The Parties agree 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. Contractor further agrees that it shall comply with applicable provisions of the Americans with Disabilities Act of 1990, as amended ("ADA") and all other applicable federal regulations. The Town may request from Contractor a signed written certificate attesting to its compliance with the ADA at any time during which this Agreement is in effect.

## 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.

- A. Method of Compensation. The Contractor shall perform the Services and shall

invoice the Town for work performed based on the rates and/or compensation methodology and amounts described in Exhibit B.

- B. 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.

- 2.2 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.
- 2.3 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. The Contractor may submit invoices either monthly or bi-monthly, provided that the Contractor shall not submit invoices more often than twice 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 expended) 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.
- 2.4 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. Further, the Contractor offers and warrants that each of its agents and employees performing the Services will carry proper identification, including proof of employment by Contractor, and shall produce such identification to the Town Representative upon request. The Contractor also offers and warrants that its agents and employees shall present a clean and neat appearance when working in Town facilities.
- 3.5 Personnel. Contractor has provided the Town with a list of individuals who will be on-call upon commencing performance of the Services, as set forth in Exhibit C. The Parties recognize and understand that its agents and employees can have an impact on the favorable outcome of the Services. Subject to such recognition and understanding, the Contractor warrants that it will employ and assign personnel that will provide the Services in a professional manner. In the event the Town Representative becomes dissatisfied with the professionalism of an individual

providing the Services, utilizing an objective standard based upon the Contractor's representations and Town specifications regarding the Services, which may include, but is not limited to, behavior which brings discredit upon the Town, the Contractor offers the Town the following process by which the Contractor will resolve the Town Representative's dissatisfaction. The Town Representative shall have the option of, in her or his sole discretion, providing timely notification to the Contractor of such dissatisfaction. The notification may include the known facts which give rise to the problem, and may include a request by the Town that the Contractor consider a transfer or reassignment of such employee out of service to the Town when such employee is failing to perform the Services in a professional and effective manner. Thereafter, representatives of the Contractor and the Town shall meet to discuss possible remedies the Contractor might voluntarily offer to address the problems experienced by the Town. The Contractor shall act within thirty (30) calendar days and in good faith to resolve any problems experienced by the Town. If problems persist after the Contractor has taken such action in good faith, and provided the Town Representative has notified the Contractor of the Town's continuing dissatisfaction in accordance with this Section, the Contractor will offer to remove any Contractor employee from performing any work for the Town, to reasonably limit, in any manner, the work done for the Town by any Contractor employee, or to transfer or reassign any of its employees out of service to the Town. Upon the Town Representative's acceptance of such offer, the Contractor will transfer permanently or reassign any Contractor employee as soon as reasonably possible. By its signature to this Agreement, the Town accepts the Contractor's offer of this process. Nothing in this Agreement shall be construed to abrogate in whole or in part the right of the Contractor to hire, discipline, terminate, assign or otherwise manage or control its workforce.

- 3.6 Sub-contractors. 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.
- 3.7 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.

- 3.8 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.
- 3.9 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.
- 3.10 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or any other protected class or characteristic. 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, national origin, disability, or any other protected class or characteristic. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3.11 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.

- 3.12 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.

## TERM AND TERMINATION

- 4.1 Term. This Agreement shall be effective on **June 21, 2016 at 12:01 a.m.**, (the "Effective Date") and shall terminate at **11:59 p.m. on June 20, 2019**, 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 sixty (60) 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 One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall apply 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 One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one

(1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

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

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

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

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

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

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

5.3 Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

5.4 Insurance Certificates. Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified in the title of this Agreement 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.

## 6.5 Dispute Resolution; Attorneys' Fees and Costs.

A. Dispute Resolution. The Parties agree that if there is any dispute regarding the terms and requirements of this Agreement or the efforts of the Parties to comply with the terms of this Agreement, they shall submit the dispute to a single arbitrator. The arbitrator shall be selected from the Judicial Arbitrator Group, Denver, Colorado, unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten (10) days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbitrator Group from among its available professionals.

The decision of the Arbitrator shall be binding and enforceable, and application may be made to the District Court of Boulder County. The provisions of the Uniform Arbitration Act, C.R.S.A. § 13-22-201, *et seq.*, as adopted by the State of Colorado, shall apply to the arbitration provisions of this Agreement, except to the extent otherwise modified by the terms of this Agreement.

B. Attorneys' Fees and Costs. In the event that the Parties submit a dispute regarding the terms and requirements of this Agreement to arbitration, each Party shall bear its attorneys' fees and costs. The Parties agree that the non-prevailing party shall pay the Arbitrator's fees. Under no circumstances shall the Arbitrator award fees and costs to the prevailing party in the dispute, unless the Arbitrator, in his or her sole discretion, determines that the dispute brought before the Arbitrator was frivolous, groundless or brought for the purposes of harassment or delay.

## 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 the Town of Lyons, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

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

grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.

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

**If to the Town:**

**If to Contractor:**

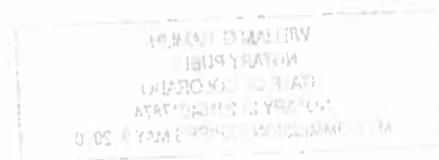
Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	N Line Electric 14293 Longs Peak Court Longmont, CO 80504
With Copy to: Town Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

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

**11.0 ATTACHMENTS**

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

- Contractor's Certificate(s) of Insurance
- Contractor Proof of Professional Licensing
- Other



**12.0 AUTHORITY**

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees

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)

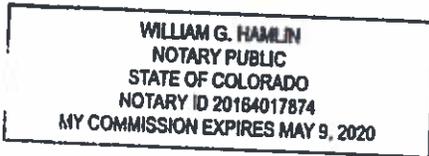
\_\_\_\_\_  
For Town Attorney's Office

CONTRACTOR:

By: Ed Sondy

Printed name: ED Sondy

Its: OPERATIONS MANAGER



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.  
The foregoing Professional Services Agreement was acknowledged before me this 14<sup>th</sup> day of June, 2016, by William Hamlin as notary of A-Line Electric LLC, a corporation.

Witness my hand and official seal.

My commission expires: 5/9/2020

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

**EXHIBIT A  
SCOPE OF SERVICES**

**ELECTRIC UTILITY SERVICES  
OPERATIONS AND MAINTENANCE**

**RFP Number 2016-E100**

**SCOPE OF SERVICES**

The Contractor will provide the following Services to the Town:

- Contractor will furnish accurate project descriptions and costs for all projects assigned by the Town in the form required by the Town. No project may be commenced or continued without the advance approval of the Public Works Director.
- Operation and maintenance of all electric distribution system equipment and facilities in the Town of Lyons. This shall include maintaining daily operations, preventive maintenance, and troubleshooting related issues.
- Contractor shall furnish adequate, qualified crew to provide 24-hour on-call service coverage. Contractor shall only dispatch an appropriate number of crew members to respond to calls for service, and shall not dispatch a full crew unless the nature of the problem requires it. On-call crew will be required to begin repair within one (1) hour or less of Contractor receiving the initial service call. For this reason, Contractor shall assign to on-call work only those members of its crew and staff that reside closest to the Town. The Contractor shall furnish the Town a list of individuals who will be on-call upon commencing performance of the Services, and shall update this list in a timely fashion when changes occur.
- Contractor will furnish all labor and equipment for the Services.
- Contractor will provide operation and maintenance of all electric distribution system equipment and facilities.
- Contractor will provide general street light installation, repairs, and replacement of lamps, glassware, ballasts and control equipment for the Town's street lighting system, metered lighting, park lighting, parking lot lighting, sidewalk lights.
- Contractor will repair electric distribution equipment system and facilities damaged by storms or other causes, whether man-made or naturally occurring.

- Contractor will construct extensions to any existing primary and secondary circuits, as directed.
- Contractor will provide preventive tree trimming in areas proximate to overhead primary service distribution lines (charged on an hourly basis).
- Contractor will dispose of any electric distribution system material or equipment that is replaced as part of regular maintenance activities or repairs if such material or equipment is determined to be obsolete and/or unusable.
- Contractor will use and work with the Town's maintenance crews as required or requested by the Town.
- Contractor will, without charge, maintain records of the electrical system and notify the Town of repairs and upgrades that the system may need to ensure the reliability of service delivery and to address any increases in loads. Contractor will review the records and recommend repairs and upgrades to the Public Works Director every four (4) months.
- Contractor will connect and disconnect services during and after business hours as needed.
- Contractor will change and re-fuse transformers as necessary.
- Contractor will repair and maintain sub-station.
- Constructing extensions to any existing primary and secondary circuits;
- Meter sets for new services.
- Contractor will arrange and ensure transfers of new temporary service to permanent service.
- Contractor will design and install underground primary and secondary electrical service infrastructure for all new developments as required. The Services will include the design of the electrical distribution systems and connections based on autocad files of the subdivision provided by the developer.
- Contractor will repair all electrical service infrastructure as deemed necessary by the Town.
- Contractor will provide the Town with accurate cost summaries of all work

performed within the time frame of performing the work. The Town will only pay Contractor for work it performs. If the Town directs Contractor to stop work on a specific project or item, Contractor shall immediately cease such work and the Town will not pay Contractor for work on such project or item that it did not perform, even if such non-performance is due to instruction by the Town.

**EXHIBIT B  
COMPENSATION**

**ELECTRIC UTILITY SERVICES  
OPERATIONS AND MAINTENANCE**

**RFP Number 2016-E100**

**FEE SCHEDULE**

Classification	Straight Time	Overtime 1.45 OT	Holidays
Journeyman Lineman	\$67.00	\$97.15	\$127.30
Apprentice Lineman	\$60.00	\$87.00	\$114.00
H. E. Operator	\$62.00	\$89.90	\$117.80

**EQUIPMENT RATE SCHEDULE**

Equipment and tools	Rate
Service Truck	\$20.00/hour
Digger Derrick Truck	\$35.00/hour
Bucket Truck	\$35.00/hour

**Note:**

1. Work week is forty (40) hours, and Contractor shall only charge the Town based upon the overtime fee specified above if the Town specifically requests that Contractor provide Services to address a system emergency and if the individuals that Contractor deploys to perform such services are otherwise entitled by law to receive overtime compensation.
2. The holiday fee shall only apply to individuals that are performing Services for the Town on official federal holidays, and only if such Services and the time for performing such Services are approved in advance by the Town.

**EXHIBIT C  
ON-CALL LIST**

**ELECTRIC UTILITY SERVICES  
OPERATIONS AND MAINTENANCE**

**RFP Number 2016-E100**

**N LINE ELECTRIC CALL LIST:**

Tim Burgess -	970-217-2073
Brandon Wiederspan -	970-673-6744
Chad Smith -	303-775-1149
Josh Mitchell -	970-590-9572
Ron Littlejohann -	303-868-3572
Randy Zalesky -	720-313-1195
Matt Sutton -	303-525-8914
Kevin Knief -	970-219-7264
Jeff Klug -	970-215-4368
Jerry Crosby -	970-219-3680
Julian Anaya -	970-590-7080
Cleve Garey -	970-324-3102
Griff McMillen -	720-684-9730
Daniel Burgess -	970-217-2073

***\*In case you cannot get in touch with the on-call Journeyman, please contact:***

Ed Sunday – Operations Manager	970-217-9997
Rodger Steinke – Owner	303-902-0704
Matt Sutton	303-525-8914
Wade Hamlin	970-217-1834



**TOWN OF LYONS, COLORADO  
RESOLUTION 2016-51**

**A RESOLUTION APPROVING CHANGE ORDERS 14, 17, 19, 24, 25, AND 34 TO THE  
CONTRACT WITH KRISCHE CONSTRUCTION FOR PHASE II CONSTRUCTION OF  
LAVERN M. JOHNSON PARK, FORMERLY KNOWN AS MEADOW PARK**

**WHEREAS**, LaVern M. Johnson Park, formerly known as Meadow Park (“Park”) in the Town of Lyons (“Town”), suffered serious damage in the September 2013 flood; and

**WHEREAS**, in accordance with the Town’s purchasing policies, the Town staff solicited bids for the second phase of reconstruction of the Park (“Project”) and, pursuant to Resolution 2015-83, awarded the contract to Krische Construction (“Contract”) and authorized the Mayor or Mayor Pro Tem to execute such Contract; and

**WHEREAS**, the Contract contains a not-to-exceed amount of \$6,172,760.00 and includes a contingency provision for the purpose of covering change orders; and

**WHEREAS**, pursuant to Resolution 2016-39, the Board of Trustees modified the approval of such Contract and declared that its approval of the full not-to-exceed amount of Six Million One Hundred Seventy-Two Thousand Seven Hundred Sixty Dollars (\$6,172,760.00) also included the adjustment contingencies referenced in the Contract for the purpose of covering change orders; and

**WHEREAS**, large construction projects inevitably incur change orders, and this Project is no exception; and

**WHEREAS**, the Board of Trustees has previously approved change orders for this Project; and

**WHEREAS**, Change Orders 14, 17, 19, 24, 25, and 34 have now been presented to the Town, which are comprised of additional charges of Thirteen Thousand Seven Hundred Seventy-Three Dollars and No Cents (\$13,773.00) and a credit of Five Thousand Five Hundred Eighty Dollars and No Cents (\$5,580.00), for a total additional cost of Eight Thousand One Hundred Ninety-Three Dollars and No Cents (\$8,193.00), which, if approved, will bring the total for all approved change orders on the Krische Contract to date to Forty One Thousand Three Hundred Four Dollars and No Cents (\$41,304.00); and

**WHEREAS**, the additional costs for Change Orders 14, 17, 19, 24, 25, and 34 are within the approved total not-to-exceed amount of the Contract.

**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 requests for Change Orders 14, 17, 19, 24, 25, and 34 to the contract with Krische Construction for Phase II construction of LaVern M. Johnson Park, formerly known as Meadow Park, for a total additional cost of Eight Thousand One Hundred Ninety-Three Dollars and No Cents (\$8,193.00).

Section 2. The Mayor or Mayor Pro Tem is hereby authorized to execute any such documents as are necessary to implement this Resolution, with input as needed from the Town

Administrator, Town Engineer, and Town Attorney.

**ADOPTED this 20<sup>th</sup> day of June 2016.**

TOWN OF LYONS

By: \_\_\_\_\_  
Connie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Debra K. Anthony, MMC - Town Clerk

**Meeting Date: June 20, 2016**

**Subject: Meadow Park Phase II Construction Change Order and Progress Update**

**Background Information:** In September of 2015 Krische Construction began flood recovery work in Meadow Park (Lavern Johnson Park) to complete phase II. Like any large construction project we have incurred some add services/change orders to the original contract. Some of these changes have been credits for design changes or material adjustments and others have been additional charges for items that were not in the drawings during the bidding process. These change orders are outlined below and also please find the attached documentation for each

	<b>CREDIT</b>	<b>ADD</b>
Change Order #14 Add Spark Arrestor at chimney and fire extinguisher per Lyons Fire Chief		\$623
Change Order #17 Change location of east playground items	\$5,580	
Change Order #19 Add hand held ADA sprayer to shower		\$802
Change Order #24 Bridge Abutment excavation, larger footer/backfill		\$8,960
Change Order #25 Added steel and concrete for bridge		\$2,237
Change Order #34 Bear Proof Plate for Recycling		\$1,151
<b>Total</b>	<b>\$5,580</b>	<b>\$13,773</b>

The Meadow Park Phase II contract was a not to exceed amount of \$6,172,760.00 but has a contingency to include these change orders. Change orders 1-7 were an additional \$11,707, change orders 8-22A/B are an additional \$21,404, change orders 14, 17,19,24,25 and 34 are an additional \$8,193. With the changes to date, the Meadow Park Phase II project has a total of \$41,304 in additional costs from the original contract amount which is less than one percent of the entire budget.



June 8, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #14

During a walk through and review of the Meadow Park Phase II project with the Lyons Fire Marshall he decided that the existing fire place near the WPA Shelter should have a spark arrestor to cut down on risk of fire from flying sparks and also required a fire extinguisher near this location.

These costs were are in line with industry standard for materials and labor for this work.

Sloane Nystrom

A handwritten signature in black ink, appearing to read 'Sloane Nystrom', with a long horizontal line extending to the right.

Town of Lyons

Parks Project Manager

OK Tony Cavaleri  
Finance Director 6/8/16





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 2.5.16  
COP # 14

Meadow Park Phase II  
PROJECT

TOL - Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc

Detailed description of Change Request:

Per ASI #11 - Add for chimney cap with spark arrester at existing outdoor fireplace chimney. Add 1 each fire extinguisher and bracket

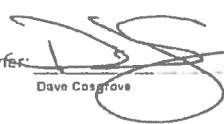
NOTE: We are not sure what to do regarding the Fire Marshals request regarding a specialty inspection so we have not included this costs in this COP#14. We will need more information on who the Fire Marshal would approve as an authorized inspector.

Value of this Request for Change: 623

Calendar Days project is / is not extended: 0

Contractor:  2.5.16  
Krische Construction Date

Architect: X not Required  
XXX Date

Owner:  2-9-16  
Dave Cosgrove Date

Owner:  6.17.2014  
XXX Date





# Dynamic Specialties

P.O. Box 3118 - Loveland, CO 80539  
 (970) 663-0377  
 Fax (970)663-0030

Date: 12/9/15

PROJECT: Meadows Park  
 Location: Lyons, CO

To: Krsche Construction  
 Joe Black

Addenda acknowledged: N/A

Quantity	Description	Amount
ASI # 11	ADD Added - 1 ea Fire Extinguisher & Bracket 1 each - Cosmic 10E - 10# ABC Extinguisher 1 each - MB-846 Strap Wall Bracket <b>Total Add for ASI # 11</b>	90.00 Each 20.00 Each \$110.00
<del>ASI # 13</del>		
<del>Deleted Sanitary Napkin Dispenser - Added Soap Dispenser AC Adaptors</del>		
<del>Credit</del>		
<del>Delete - 1 ea - Model B-2706 Sanitary Napkin Dispenser</del>		
<del>ADD</del>		
<del>Added 4 each Soap Dispenser AC Adaptors @ \$41.00 Each</del>		
<del>Total Credit for ASI # 13</del>		
		\$180.00
		\$164.00
		-334.00

FURNISH ONLY - NO RETAINAGE - FREIGHT INCLUDED - Single shipment to one location

EXCLUDES ALL TAXES - Taxes will be added when invoiced  
 Price based on quantity, size, manufacturer, finish, and model indicated

QUOTE VALID FOR 90 DAYS

Dynamic Specialties  
 Randy  
 info@dynamicsspecialties.net

THANK YOU

copy #14

June 8, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #17

During construction and survey of the east core playground it was decided to adjust the play equipment so it would move farther away from the camping and picnic area and shift closer to the shelter and new restroom. We received a credit for reducing the amount of concrete needed, fibar play material, and perforated pipe which we have unit prices in the contract for Krische Construction.

Sloane Nystrom



Town of Lyons

Parks Project Manager

OK Tony Cavalieri  
Finance Director 6/9/16





805 Weaver Park Rd  
 Longmont, CO 80501  
 P. 303-776-7843/ F. 303-776-0598

REQUEST FOR CHANGE PROPOSAL

Date: 2.5.16  
 COP #: 17

Meadow Park Phase II

Per AS #3 - Remove one play area in the east core and CREDIT OWNER for deleted items

PROJECT

DESCRIPTION / CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	6 CONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	0		0.00	0	0.00	0	0.00	0	0
Project Manager	0		65.00	0	0.00	0	0.00	0	0
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	0		35.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Krische				0		0		0	0
Overhead	10.00%								0
Profit	5.00%								0
<b>Total of Work / Items by Krische</b>									0
<b>Work / Items by Subcontractors</b>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
TCS Concrete (see attached)	1		0.00	0	0.00	0	0.00	(3,861)	(3,861)
CAP 34 LF perf pipe @ -\$12.19 LF	1		0.00	0	0.00	0	0.00	(414)	(414)
CAP 27 LF PVC pipe @ -\$15.80	1		0.00	0	0.00	0	0.00	(428)	(428)
BedRock 23 CY Fiber -\$30.74 CY	1		0.00	0	0.00	0	0.00	(707)	(707)
630 SQFT x 12" deep	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		(5,412)	(5,412)
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Work / Items by Subcontractors</b>									(5,412)
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								(28)
Builders Risk Insurance	0.50%								(28)
Payment and Performance Bond	2.00%								(112)
Subtotal of Other Costs									(187)
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									(187)
<b>TOTAL COST</b>				0		0		(5,412)	(5,580)





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 2.5.16  
COP #: 17

Meadow Park Phase II  
PROJECT

TOL- Sloane Nyalrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc

Detailed description of Change Request:

Per ASI #3 - Remove one play area in the east core and CREDIT OWNER for deleted items.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change: credit owner  
(5,580)

Calendar Days project is / is not extended: 0

Contractor: [Signature] 2.5.16  
Krische Construction Date

Architect: X [Signature] XXX XXX Date

Owner: [Signature] 2-9-16  
Dave Cosgrove Date

Owner: [Signature] 6-7-2014  
XXX Date





# PRICE QUOTE

Issue Date: 12/09/15  
 Revised : 1/26/16

PRQ # : 15-227-6  
 Date Requested : 12/04/15  
 TCS Job Number: 15-227  
 Customer Name : Krische Construction  
 Job / Name Location : Meadow Park  
 Lyons, CO  
 ATTN: Joe Black

TOTAL CONCRETE SERVICES, INC.  
 4462 HILLTOP ROAD  
 LONGMONT, CO 80504-9682  
 (303) 447-8450 (970) 535-4780  
 FAX (303) 447-8483

ITEM #	DATE	PRICE QUOTE FOR:	UNIT	QNTY.	RATE	AMOUNT
		<i>ASI #3</i>				
1		Deduct concrete play edge	LF	-105	\$24.39	(\$2,560.95)
2		Deduct playground ramp	EA	-1	\$1,300.52	(\$1,300.52)
This additional work adds/subtracts ___ days to Schedule			SUB-TOTAL			(\$3,861.47)
			OVER-HEAD		0%	\$0.00
			GROSS PROFIT		0%	\$0.00
			TOTAL <i>CREDIT</i>			(\$3,861.47)

TOTAL CONCRETE SERVICES, INC.

-39

BY: Neil Spooner DATE 09-Dec-15  
 0 1/26/16

Krische Construction

BY \_\_\_\_\_ DATE \_\_\_\_\_

**NOTE: This is a quote only. Work will be performed only upon a valid signature or by issuance of a formal Change Order. Upon returning this quote with a valid signature a TCS EWO will be assigned for**



June 8, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #19

After review of the ADA restroom it was discovered that the required hand held shower sprayer was not included at bid time for the Meadow Park Phase II project. We received a price from Krische on this item.

Backup information with an invoice is included for this item from the subcontractor and installation will be completed by Krische Construction.

Sloane Nystrom

A handwritten signature in black ink, appearing to read 'Sloane Nystrom', with a long horizontal flourish extending to the right.

Town of Lyons

Parks Project Manager

OK Tony Cavalero  
Finance Director 6/8/16





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501 0419  
P. 303-776-7643 / F. 303-776 9598

REQUEST FOR CHANGE PROPOSAL

Date: 2.5.16  
COP #: 19

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY:

Ripley Design - Russ / Stephanie Architects  
cc

Detailed description of Change Request:

Per returned SH-1 submittal review comments MCN from architect, provide hand held sprayer for the ADA shower Unit  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor:  2.5.16  
Krische Construction Date

Architect:   
XXX Date

Owner:  2-9-16  
Dave Cosgrove Date

Owner:   
XXX Date



## Joe Black

---

**Subject:** FW: Lyons - shower units  
**Attachments:** Meadow Park CO Submittal Shower Change.pdf

**From:** Marc Withrow [mailto:[marcw@kerwinplumbing.com](mailto:marcw@kerwinplumbing.com)]  
**Sent:** Monday, November 16, 2015 3:30 PM  
**To:** Wendy Trippel  
**Cc:** Evert Carmona; Gary Adams; Joe Black; Rodney Anderson; Bill Kerwin  
**Subject:** Re: Lyons - shower units

Wendy,

This will be a cost add of \$560 to provide the hand held sprayer for the ADA shower unit per the submittal comments.

**Marc Withrow** | Project Coordinator | Kerwin Plumbing & Heating, Inc. | Est. 1978  
P.O. Box 1176 | Broomfield, CO 80038 | Ph. 303.466.3581 | fx. 303.466.3901

---

**From:** Wendy Trippel <[WTrippel@krischeconstruction.com](mailto:WTrippel@krischeconstruction.com)>  
**To:** "[marcw@kerwinplumbing.com](mailto:marcw@kerwinplumbing.com)" <[marcw@kerwinplumbing.com](mailto:marcw@kerwinplumbing.com)>  
**Cc:** Evert Carmona <[ECarmona@krischeconstruction.com](mailto:ECarmona@krischeconstruction.com)>; Gary Adams <[GAdams@krischeconstruction.com](mailto:GAdams@krischeconstruction.com)>; Joe Black <[JoeBlack@krischeconstruction.com](mailto:JoeBlack@krischeconstruction.com)>; Rodney Anderson <[RAnderson@krischeconstruction.com](mailto:RAnderson@krischeconstruction.com)>  
**Sent:** Monday, November 16, 2015 9:21 AM  
**Subject:** FW: Lyons - shower units

Hi Marc,

Attached is the returned SH-1 for the Meadow Park Phase II marked **Make Corrections Noted**

Thank you.

Wendy

Wendy Trippel | Project Coordinator | [wtrippel@krischeconstruction.com](mailto:wtrippel@krischeconstruction.com) | p. 303.776.7643 | f. 303.776.9598  
*check out our new website*  
[www.krischeconstruction.com](http://www.krischeconstruction.com)



**From:** Stephanie Van Dyken [mailto:[stephanie@ripleydesigninc.com](mailto:stephanie@ripleydesigninc.com)]  
**Sent:** Monday, November 16, 2015 8:59 AM  
**To:** Wendy Trippel; Gary Adams; Joe Black; Rodney Anderson; Sloane Nystrom ([snystrom@townoflyons.com](mailto:snystrom@townoflyons.com)); Evert Carmona  
**Subject:** FW: Lyons - shower units

Please see attached.

Regards,  
Stephanie

**From:** Gary Dennison  
**Sent:** Monday, November 16, 2015 8:49 AM

• Design Build • Commercial • Industrial • Remodel • Service •

## Meadow Park Phase II

Change Order # Reviewed submittal spec change

11/23/2015

Material:	\$508
Sales tax - %	
<b>Total Material</b>	<b>\$508</b>
<b>Labor:</b>	
Plumber	Hours @
Apprentice	Hours @
<b>Total Labor</b>	
<b>Expenses:</b>	
Material handling	% of material total:
Misc. material and job cost, expendables, small tools	% of Labor Total
Administration	
Permits	
Equipment Rental	
Backhoe	
(Overline	
Other	
<b>Total Expenses:</b>	
<b>Overhead and Profit:</b>	
Subtotal 1: Total material and labor expenses	\$508
Overhead 5 % of subtotal 1:	\$25
Subtotal 2: (subtotal #1 plus overhead)	\$533
Profit: ( 5 % of subtotal #2)	\$27
<b>Total</b>	<b>\$560</b>

**KRISCHE CONSTRUCTION SUBCONTRACTOR APPLICATION & CERTIFICATE FOR PAYMENT**

TO: Krische Construction  
605 Weave Park Road  
Longmont CO 80501

FROM (Subcontractor): KERWIN PLUMBING & HEATING, INC.  
P.O. Box 1176  
Broomfield, CO 80038-1176

SUBCONTRACT FOR: Meadow Park Phase II

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

**CHANGE ORDER SUMMARY**

Change Orders approved in previous months by Waner Construction	TOTAL	ADDITIONS	DEDUCTIONS
Approved this month			
C.O. #1 Gas line to fire pit		\$ 5,237.00	
C.O. #2 Camera line		\$ 331.00	
C.O. #3		\$ 8,327.00	
C.O. #4		\$ 3,949.00	
C.O. #5		\$ 560.00	
<b>Net change by Change Orders</b>	<b>TOTALS</b>	<b>\$ 18,404.00</b>	<b>0</b>
		<b>\$18,404.00</b>	

The undersigned Subcontractor certifies that to the best of their knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the subcontractor for Work for which previous Certificates for Payment were issued and payments received from Krische Construction, and that current payment shown here is now due.

SUBCONTRACTOR:

By: W. Kerwin Passiour Date: 3-22-16  
William K. Kerwin - President

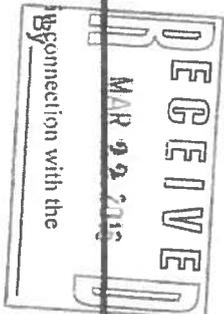
APPLICATION NO: 5 PAGE 1 ENTERED

APPLICATION DATE: 3/21/2016 APR 13 2016

PERIOD TO: 3/31/2016 Lynne Kryza

PROJECT: 15055

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.



1. ORIGINAL CONTRACT SUM ..... \$79,000.00
2. Net Change by Change Orders ..... \$ 18,404.00
3. CONTRACT SUM TO DATE ..... \$97,404.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$73,404.00  
(Column G on Continuation Sheet)
5. RETAINAGE:  
a. \_\_\_\_\_ % of completed work ..... \$3,670.20  
b. \_\_\_\_\_ % of stored material
6. TOTAL EARNED (Less Retainage) ..... \$69,733.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$37,675.10
8. CURRENT PAYMENT DUE ..... \$32,058.70
9. BALANCE TO FINISH (including Retainage) ..... \$27,670.20

**FOR INTERNAL USE ONLY**

Project Name/Number: 15055 Sub # 15.4A

SUBCONTRACT AMOUNT: 15,400.00

CURRENT BILLING: 15,400.00 CO# 20 AMT 39,491.00 CO# 20

DISCOUNT: 15,400.00 CO# 19 AMT 560.00 CO# 19

TOTAL DUE: 15,400.00 CO# 20 AMT 52,371.00 CO# 20

Retention  N Total 2

**CONTINUATION SHEET**

APPLICATION NUMBER: 5

APPLICATION AND CERTIFICATE FOR PAYMENT, containing subcontractor's signed Certification is attached.

APPLICATION DATE: 3/21/2016

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 3/31/2016

Schedule of Values

**PROJECT NAME: Meadow Park Phase II #15055**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H (%) (G/C)	I BALANCE TO FINISH (G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (C + D)							
	<u>New Restroom</u>									
1	U.G. Plumbing	\$22,000.00	\$22,000.00				\$22,000.00	100%	\$0.00	\$1,100.00
2	Above Slab R.I.	\$16,000.00	\$2,000.00	\$14,000.00			\$16,000.00	100%	\$0.00	\$800.00
3	Trim	\$18,200.00	\$2,000.00	\$10,000.00			\$12,000.00	66%	\$6,200.00	\$600.00
4	<u>Concessions</u>	\$4,300.00					\$0.00	0%	\$4,300.00	\$0.00
	<u>Existing Restrooms</u>									
5	R.I.	\$8,500.00	\$5,000.00				\$5,000.00	59%	\$3,500.00	\$250.00
6	Trim	\$9,000.00					\$0.00	0%	\$9,000.00	\$0.00
7	Install Drinking Fountains	\$1,000.00					\$0.00	0%	\$1,000.00	\$0.00
8	Add Gas Line to Fire Pit	\$5,237.00		\$5,237.00			\$5,237.00	100%	\$0.00	\$261.85
9	Camera Line	\$331.00	\$331.00				\$331.00	100%	\$0.00	\$16.55
10	C.O. #3	\$8,327.00	\$8,327.00				\$8,327.00	100%	\$0.00	\$416.35
11	C.O. #4	\$3,949.00		\$3,949.00			\$3,949.00	100%	\$0.00	\$197.45
12	C.O. #5 <i>knock cap #19</i>	\$560.00		\$560.00			\$560.00	100%	\$0.00	\$28.00
		\$97,404.00	\$39,658.00	\$33,746.00		\$0.00	\$73,404.00	75%	\$24,000.00	\$3,670.20

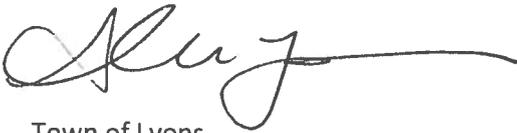
May 13, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #24

The bridge had to be raised by 12" to comply with high water clearance as a result the bridge abutment that was originally designed had to be revised.

The additional costs are for additional excavation, dewatering, backfill and concrete from the sub contractor. Additional back up is attached.

Sloane Nystrom

A handwritten signature in black ink, appearing to read 'Sloane Nystrom', with a long horizontal flourish extending to the right.

Town of Lyons

Parks Project Manager

OK Tony Cavalieri  
Finance Director 6/8/16





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 2.9.16  
COP #: Revised 24

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc

Detailed description of Change Request:

Per ASI 22 - S8.1 revised bridge abutment design drawing dated 1.5.2016

this COP excludes added concrete for redesign of bridge abutments and will be included in COP #25.

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 2/9/16  
Krische Construction Date

Architect: X [Signature]  
xxx Date

Owner: [Signature] 2-9-16  
Dave Cosgrove Date

Owner: [Signature] 6-7-2016  
xxx Date



**Gary Adams**

**From:** Tim Bebo <tim@territoryunlimited.com>  
**Sent:** Friday, February 05, 2016 6:31 AM  
**To:** Gary Adams  
**Subject:** Re: Proposal for Bridge Excavation/Backfill

*ASI 22*

Gary,  
Our revised price to include water control during TCS's efforts to construct the abutments is as follows:

Bridge Abutment foundation excavation, structural backfill and grading of immediate surrounding area including necessary dewatering efforts. Structural concrete and pedestrian bridge by others.  
(Original design, 4-foot footer - lump sum, \$14,913.00)

Revised design, 7-foot footer - lump sum, \$20,674.00 *\* \$5,761*  
Dewatering while TCS performs structural concrete efforts - 7 days @ \$916/day or \$6,412.00  
Total, revised design \$27,086.00 *5 days original bid day.*  
Includes Excavation, Dewatering and Backfill/Compaction  
Excludes: import for footer bearing soil and structural fill for backfilling, export of excess materials, survey and testing

Thanks for the opportunity to price this work for Krische. Please let me know if you have any questions.

**Tim Bebo**  
territory<sup>o</sup>  
unlimited, inc

303.961.8198(c) 888.363.5884(t)  
[tim@territoryunlimited.com](mailto:tim@territoryunlimited.com)

*EXCAVATE 268 cy @ 11.55/cy = 3,095*  
*BACKFILL 201 cy @ 13.20/cy = 2,666*  
*\* \$5,761* *ADD TO EXCAVATED BACKFILL.*  
*DEWATER 2 days @ \$916 = \$1,832 \**

On Feb 4, 2016, at 2:24 PM, Gary Adams <[GAdams@krischeconstruction.com](mailto:GAdams@krischeconstruction.com)> wrote:

7 working days. No import of soil needs to be figured now.

Gary Adams – Senior Estimator – LEED AP  
605 Weaver Park Rd. Longmont, CO 80501  
P. 303-776-7643 F. 303-776-9598  
[www.krischeconstruction.com](http://www.krischeconstruction.com)  
<image001.jpg>

**From:** Tim Bebo [<mailto:tim@territoryunlimited.com>]  
**Sent:** Thursday, February 04, 2016 1:41 PM  
**To:** Gary Adams  
**Subject:** Re: Proposal for Bridge Excavation/Backfill  
**Importance:** High

Gary.



June 6, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #25

The bridge had to be raised by 12" to comply with high water clearance as a result the bridge abutment that was originally designed had to be revised.

The additional costs are for added concrete and reinforced steel. Additional back up is attached.

The town engineer has reviewed these prices against the industry standard and agreed with the pricing for this work.

Sloane Nystrom

A handwritten signature in black ink, appearing to read 'Sloane Nystrom', with a long horizontal flourish extending to the right.

Town of Lyons

Parks Project Manager

Ok Tony Cavalini  
Finance Director 6/8/16





805 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 2.9.16  
COP #: 25

Meadow Park Phase II  
PROJECT

TOL- Sioane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc:

Detailed description of Change Request:  
Per ASI 22 - S8.1 revised bridge abutment design drawing dated 1.5.2016 - added concrete and reinforcement steel  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:   
Calendar Days project is / is not extended:

Contractor: [Signature] 2/9/16  
Krische Construction Date

Architect: [Signature]  
XXX Date

Owner: [Signature] 2-9-16  
Dave Cosgrove Date

Owner: [Signature]  
XXX Date





# PRICE QUOTE

Issue Date: 10/26/15  
 Revised : 1/13/16

PRQ # : 15-227-2 rev1  
 Date Requested : 01/11/16  
 TCS Job Number: 15-227  
 Customer Name : Krische Construction  
 Job / Name Location : Meadow Park  
 Lyons, CO  
 ATTN: Joe Black

TOTAL CONCRETE SERVICES, INC.  
 4462 HILLTOP ROAD  
 LONGMONT, CO 80504-9682  
 (303) 447-8450 (970) 535-4780  
 FAX (303) 447-8483

ITEM #	DATE	PRICE QUOTE FOR:	UNIT	QNTY.	RATE	AMOUNT	
		ASI 22					
		Bridge Abutment foundation changes					
1		Deduct footing from original bid	EA	-2	\$1,838.70	(\$3,677.40)	
2		Footing 16" thick X 7'0" wide X 16ft	EA	2	\$3,014.65	\$6,029.30	
3		Deduct height to abutments, 4"	EA	2	(\$189.69)	(\$379.38)	
		This additional work adds/subtracts ___ days to Schedule	SUB-TOTAL			\$1,972.52	
			OVER-HEAD			0% \$0.00	
			GROSS PROFIT			0% \$0.00	
			TOTAL			* \$1,972.52	

✓  
✓  
✓

OK  
GA

TOTAL CONCRETE SERVICES, INC.

9

BY: Neil Spooner DATE 26-Oct-15  
 0 1/13/16

Krische Construction

BY \_\_\_\_\_ DATE \_\_\_\_\_

NOTE: This is a quote only. Work will be performed only upon a valid signature or by issuance of a formal Change Order. Upon returning this quote with a valid signature a TCS EWO will be assigned for



June 8, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #34

Change Order #34 was generated because the bear proof trash and recycle receptacles for Meadow Park were specified and it was not known at the time that the plate inserts for the recycling were an extra detail that should have been included at bid time.

The town spoke with the manufacturer and received a discounted price per unit from \$43.00 per plate to the quoted price of \$32.25. Backup information and the invoice from the manufacturer is attached.

Sloane Nystrom

A handwritten signature in black ink, appearing to read 'Sloane Nystrom', with a long horizontal flourish extending to the right.

Town of Lyons

Parks Project Manager

OK Tony Catalin  
Finance Director 6/8/17





805 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 1.24.16  
COP #: 34

Meadow Park Phase II  
PROJECT

TOL- Sloane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY

Ripley Design - Russ / Stephanie Architects  
cc:

Detailed description of Change Request:

Per owners approval, add Bear Proof SQ RCLG Plate Insert w/4-3/8" Hole

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of this Request for Change:

Calendar Days project is / is not extended:

Contractor: [Signature] 2 24 16  
Krische Construction Date

Architect: X [Signature]  
XXX Date

Owner: [Signature] 4-5-16  
Dave Cosgrove Date

Owner: [Signature] 6-7-2016  
XXX Date



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-776-7643 / F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 1 24 16  
 COP #: 34

Meadow Park Phase II

Per owners approval, add Bear Proof SQ RCLG Plate Inset w/4-3/8" Hole

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/OTHER	TOTAL
Work / Items by KrISCHE Construction	0		0.00	0	0.00	0	0.00	0	0
Project Manager	2		65.00	130	0.00	0	0.00	0	130
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	1		35.00	35	0.00	0	0.00	0	35
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
RJ Thomas MFG CO	0		0.00	0	0.00	806	0.00	0	806
Subtotal of Work / Items by KrISCHE			10.00%	165	0.00	806	0.00	0	971
Overhead			5.00%						49
Profit									97
Total of Work / Items by KrISCHE									1,117
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
Overhead			0.00%						0
Profit			5.00%						0
Subtotal of Work / Items by Subcontractors				0	0.00	0	0.00	0	0
Other Costs			0.00%						0
State and RTD Sales Tax			0.00%						0
City and County Use Tax			0.00%						0
Permits			0.00%						0
General Liability Insurance			0.50%						6
Builders Risk Insurance			0.50%						6
Payment and Performance Bond			2.00%						23
Subtotal of Other Costs									35
Overhead			0.00%						0
Profit			0.00%						0
Total of Other Costs									35
TOTAL COST				165	0.00	806	0.00	0	1,151

RJ THOMAS MFG CO, INC  
PO BOX 946  
CHEROKEE, IA 51012-0946

Tel: 712/225-5115  
800/762-5002  
Fax: 712/225-5796  
email: orderentry@rjthomas.com

Quote Date & #  
2/23/2016 00058577

Order # 152979

PLEASE REVIEW THE INFORMATION ON THIS ORDER ACKNOWLEDGMENT  
Return form via Fax / Mail / Email **THANK YOU FOR YOUR ORDER!**

15055-11.430.10

This document acknowledges receipt of your PO number \_\_\_\_\_

It is NOT necessary to return this form unless errors or changes.

Acknowledgment MUST BE Signed and Returned

Bill To:  
Krische Constr Inc  
605 Weaver Park Rd  
PO Box 419  
Longmont  
CO 80502-0419  
(303)776-7643

CO 266

Ship To:  
Lyonds Meadow Park - Phase II

% Krische Constr  
600 Park Dr & Hwy 7  
Lyons, CO 80540  
Joe Black  
(303)776-7643 (303)776-9598

**REVISED**

36	A-20/S B2	GRILL A-20 & STAT B2 EMBEDDED POST BASE w/S1 SHELF	177.57 EA	6,392.52
25	BPR3/CB-108	BEAR PROOF RECEPTACLE 3 MODULE BLACK PWD CT w/LINER/ANCHORS	1,159.08 EA	28,977.00
25	BPRP/CB-PC5	BEAR PROOF SQ RCLG PLATE INSRT BLACK PWD CT w/4-3/8" HOLE	32.25 EA	806.25 ✕
50	DE-40	DECAL 40 TRASH ONLY RECTANGLE BEAR PROOF RECEPTACLE	0.00 EA	0.00
25	DE-Q	DECAL CUSTOM RECYCLE PLASTIC / CANS ONLY	0.00 EA	0.00
5	HCB/B-1	BIN HOT COAL BLK w/ 2 DE-20 DECALS	255.93 EA	1,279.65
5	BR-4HSA	ANCHOR KIT 4 HEX SLEEVE ANCHOR *	4.00 EA	20.00

\$37,475.42 SUBTOTAL  
-36,669.17 PAYMENT RECVD ON 2/10/16  
\$806.25 BALANCE DUE.

CUSTOMER MUST UNLOAD  
TRUCK FREIGHT

ESTIMATED TIME TO SHIP:

DELIVERY SPRING 2016

Print Name / Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Equipment :  
Sales Tax :

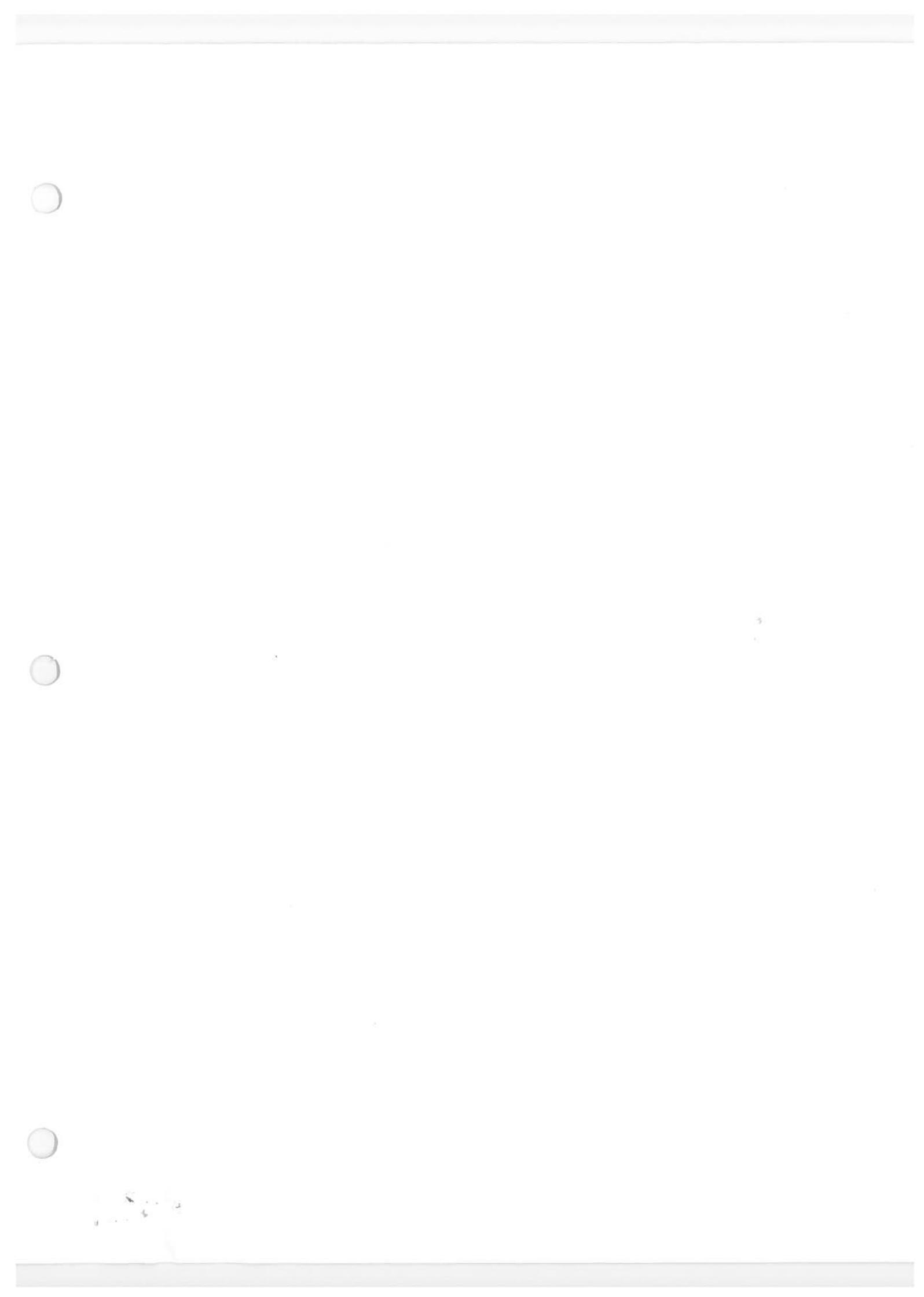
37,475.42

*n/a*  
*delivered*

Please Note Estimated / Firm Shipping Charges:

ANY CHANGES AFTER AN ACKNOWLEDGEMENT IS SIGNED MAY BE

Page 1 of 1 SUBJECT TO A CHANGE ORDER FEE



**TOWN OF LYONS, COLORADO  
RESOLUTION 2016-52**

**A RESOLUTION APPROVING CHANGE ORDER 50 TO THE CONTRACT WITH KRISCHE CONSTRUCTION FOR  
PHASE II CONSTRUCTION OF LAVERN M. JOHNSON PARK, FORMERLY KNOWN AS MEADOW PARK**

**WHEREAS**, LaVern M. Johnson Park, formerly known as Meadow Park ("Park") in the Town of Lyons ("Town"), suffered serious damage in the September 2013 flood, including the destruction of all electrical service to the Park; and

**WHEREAS**, in accordance with the Town's purchasing policies, the Town staff solicited bids for the second phase of reconstruction of the Park ("Project") and, pursuant to Resolution 2015-83, awarded the contract for such reconstruction to Krische Construction ("Contract" or "Krische Contract") and authorized the Mayor or Mayor Pro Tem to execute such Contract; and

**WHEREAS**, the Town intended to replace an existing pre-flood transformer and install two additional transformers and electrical main service to a restroom in the Park in order to restore electrical functionality to the Park ("Electrical Improvements") pursuant to its existing arrangement with N Line Electric, LLC, a private company that has for many years provided professional electric utility services to the Town ("N Line Electric"); and

**WHEREAS**, Krische Construction's bid for the Project did not include installing the Electrical Improvements; and

**WHEREAS**, the Town's existing arrangement with N Line Electric did not encompass work of the scope and magnitude required to install the Electrical Improvements, and therefore staff sought an alternative solution by comparing costs for such installation amongst several providers; and

**WHEREAS**, staff determined that N Line Electric was the most qualified and cost-effective provider to install the Electrical Improvements, and that N Line Electric would be able to perform this work pursuant to a sub-contract with Krische Construction; and

**WHEREAS**, N Line Electric installed the Electrical Improvements pursuant to a sub-contract with Krische Construction; and

**WHEREAS**, the Krische Contract contains a not-to-exceed amount of \$6,172,760.00 and includes a contingency provision for the purpose of covering change orders; and

**WHEREAS**, pursuant to Resolution 2016-39, the Board of Trustees modified the approval of the Krische Contract and declared that its approval of the full not-to-exceed amount of Six Million One Hundred Seventy-Two Thousand Seven Hundred Sixty Dollars (\$6,172,760.00) also included the adjustment contingencies referenced in the Contract for the purpose of covering change orders; and

**WHEREAS**, the Board of Trustees has previously approved change orders for this Project; and

**WHEREAS**, Change Order 50, which covers the cost of installing the Electrical Improvements, has now been presented to the Town for the additional amount of Twenty-One Thousand Three Hundred Thirty-Six Dollars and No Cents (\$21,336.00), which, if approved, will bring the total for all approved change orders on the Krische Contract to date to Sixty-Two Thousand Six Hundred Forty Dollars and No Cents (\$62,640.00); and

**WHEREAS**, the additional cost for Change Order 50 is within the approved total not-to-exceed amount of the Contract.

**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 request for Change Order 50 to the contract with Krische Construction for Phase II construction of LaVern M. Johnson Park, formerly known as Meadow Park, for a total additional amount of Twenty-One Thousand Three Hundred Thirty-Six Dollars and No Cents (\$21,336.00).

Section 2. The Mayor or Mayor Pro Tem is hereby authorized to execute any such documents as are necessary to implement this Resolution, with input as needed from the Town Administrator, Town Engineer, and Town Attorney.

**ADOPTED this 20<sup>th</sup> day of June 2016.**

TOWN OF LYONS

By: \_\_\_\_\_  
Connie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Debra K. Anthony, MMC - Town Clerk

June 2, 2016

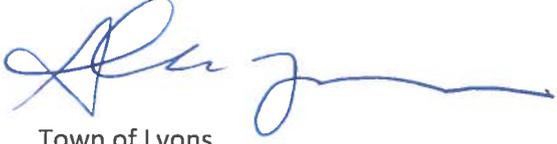
RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #50

Due to the flood in September of 2013 all utilities in Meadow Park were destroyed which included all of the electrical services. This change order was not part of Krische Construction's original bid as the work was going to be done directly through the town and billed to the PW for the Meadow Park project. The Town of Lyons does not have an electrician on staff to oversee and support our electrical utilities, due to funding limitations. For this reason, the town obtains these services with an outside vendor. N Line Electric has been the Town's electric utility service provider since 2004. However, the RFP for securing an electrical contractor for the town was out for bid and we didn't have a way to complete this work under an existing contract.

The Town of Lyons has chosen to continue to use N Lines's electrical services on all PW's requiring electrical repairs based on their extensive knowledge of the town and cost reasonableness. This change order is to complete this work in accordance with the original scope of work presented at the beginning of the Meadow Park Phase II project.

We have reviewed the costs for materials and labor and agree with the costs for this work. Additionally, when cost comparisons were made between N Line and other electrical contractors in the area, N Line's rates were reasonable and competitive.

Sloane Nystrom



Town of Lyons

Parks Project Manager

OK Tony Cavaluto  
Finance Director  
6/3/16 OK VS





605 Weaver Park Road / P.O. Box 419  
Longmont, CO 80501-0419  
P. 303-776-7643/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Date: 4.21.16  
COP #: 50

Meadow Park Phase II  
PROJECT

TOL - Soane Nystrom, Parks Project Manager  
SUBMITTED TO (OWNER/ARCHITECT)

Krische Construction - Joe Black  
SUBMITTED BY:

Ripley Design - Russ / Stephanie Architects  
cc

Detailed description of Change Request:

Per owners request - add Nline Electrical remaining Transformer scope of work to Krische's contract thru Change order.  
Also add electrical main service to existing restroom destroyed by flood but not included in original bid documents.

Value of this Request for Change: 21,336

Calendar Days project is / is not extended: 0

Contractor: [Signature] 4.21.16  
Krische Construction Date

Architect: [Signature] XXX Date  
*Not Required*

Owner: [Signature] 6-6-16  
Dave Cosgrove Date

Owner: [Signature] XXX Date

N Line Electric, LLC  
14293 Longs Peak Ct, Longmont, CO 80504  
303-702-1147 FAX 866-510-3919



To: Kritsche Construction

C/o: Joe Black

Re: Meadow Park Pricing Breakdown

Joe, please let me know if this helps you. Please note, these are the remaining costs for a quote N Line sent to the town and was approved by the town prior to our remaining scope falling to Kritsche Construction.

Scope:

- Provide & Install (1) 75 KVA transformer, Pad, UG 15KV Wire, Terminations and grounding. This transformer is for a new service to Panel DP. Please note the transformer and pads have already been purchased and paid for, the remaining cost to finish this service is. Labor -\$2,928.22  
Material - \$1,032.28  
Equipment - \$350.00  
Total Remaining- \$4,310.50

- Provide & Install (1) 75 KVA transformer, Pad, UG 15KV Wire, Terminations and grounding. This transformer is for a new service to Panel BA. Please note the transformer and pads have already been purchased and paid for, the remaining cost to finish this service is. Labor -\$4,457.92  
Material -\$2,366.61  
Equipment -\$600.00  
Total Remaining- \$7,424.53

- Provide & Install (1) 75 KVA transformer, Pad, UG 15KV Wire, Terminations and grounding. This transformer is for a new service to Panel A. Please note the transformer and pads have already been purchased and paid for, the remaining cost to finish this service is. Labor -\$2,880.12  
Material -\$1,227.61  
Equipment -\$300.00  
Total Remaining- \$4,407.73

Please let me know if you have any questions and I'll do my best to get you an answer.

Sincerely,  
Ed Souday



605 Weaver Park Rd.  
 Longmont, CO 80501  
 P. 303-778-7643/ F. 303-778-9598

**REQUEST FOR CHANGE PROPOSAL**

Date: 4.21.16  
 COP #: 50

Meadow Park Phase II

Per owners request - add Nline Electrical remaining Transformer scope of work to Krische's contract thru Change order.

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT/ OTHER	TOTAL
<b>Work / Items by Krische Construction</b>	<b>0</b>		<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
Project Manager	8		65.00	520	0.00	0	0.00	0	520
Superintendent	0		55.00	0	0.00	0	0.00	0	0
Journeyman	0		45.00	0	0.00	0	0.00	0	0
Apprentice	0		35.00	0	0.00	0	0.00	0	0
Laborer	0		30.00	0	0.00	0	0.00	0	0
Project Coordinator	2		35.00	70	0.00	0	0.00	0	70
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Krische</b>				<b>590</b>		<b>0</b>		<b>0</b>	<b>590</b>
Overhead	10.00%								59
Profit	5.00%								30
<b>Total of Work / Items by Krische</b>									<b>679</b>
<b>Work / Items by Subcontractors</b>	<b>0</b>		<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0</b>	<b>0</b>
	0		0.00	0	0.00	0	0.00	0	0
Nline Elect	1		0.00	0	0.00	0	0.00	16,143	16,143
Nline Elect	1		0.00	0	0.00	0	0.00	2,921	2,921
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
<b>Subtotal of Work / Items by Subcontractors</b>				<b>0</b>		<b>0</b>		<b>19,064</b>	<b>19,064</b>
Overhead	0.00%								0
Profit	5.00%								953
<b>Total of Work / Items by Subcontractors</b>									<b>20,017</b>
<b>Other Costs</b>									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.50%								107
Builders Risk Insurance	0.50%								107
Payment and Performance Bond	2.00%								427
<b>Subtotal of Other Costs</b>									<b>640</b>
Overhead	0.00%								0
Profit	0.00%								0
<b>Total of Other Costs</b>									<b>640</b>
<b>TOTAL COST</b>				<b>590</b>		<b>0</b>		<b>19,064</b>	<b>21,336</b>



14293 Longs Peak Court  
 Longmont, CO 80504  
 Phone: 303-702-1147  
 Fax: 866-510-3919

**INVOICE**

Krische Construction  
 605 Weaver Park Road  
 Longmont, CO 80501  
 Meadow Park

ACCOUNT #	PO NUMBER	INVOICE #	TERMS	INVOICE DATE	PAGE
KRISCHEO		13574	Net 30	3/30/2016	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
Labor	10	Journeyman Electrician	60.00	600.00
Labor	10	Apprentice Electrician	55.00	550.00
Equipment	10	Service Truck	15.00	150.00
Material	1	Material: @ 15%	1621.47	1621.47
<b>Meadow Park - Destroyed By Flood</b>				
<b>Restroom Building Service</b>				
<b>Material Detail</b>				
		(300) 6 XHHW AL Stranded	85.00	
		(1200) 1/0 XHHW AL Stranded	1260.00	
		(2) Locknut	0.64	
		(2) 2 Bush Plastic	0.70	
		(3) 2 GRC 1H STL STP	5.02	
		(2) 2 PVC 90 Elbow	3.22	
		(30) 2 PVC 80	23.42	
		(2) 2 PVC Male term	1.02	
		(2) PVC Coupling	30.00	
		(2) PVC Exp Coupling		

\* means item is non-taxable

TOTAL AMOUNT 2,921.47



MICHOW COX & McASKIN LLP  
ATTORNEYS AT LAW

**MEMORANDUM**

**TO:** Mayor Sullivan and the Board of Trustees  
**CC:** Victoria Simonsen, Town Administrator  
**FROM:** Kathie Guckenberger, Town Attorney  
**DATE:** June 15, 2016  
**SUBJECT:** Update: Emergency waiver of administrative fees

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**I. Issue**

At a recent Board of Trustees (“Board”) meeting, the Board asked staff to present it with a means by which it could adopt criteria for terminating the emergency waiver of administrative fees that the Town adopted to facilitate repairs and rebuilding necessitated by the September 2013 flood (“Flood”).

**II. Summary Analysis and Conclusion**

The Board adopted the emergency waiver of administrative fees pursuant to two separate ordinances. The net effect of these ordinances is that (1) fee waivers automatically do not apply if the work to be permitted or reviewed was not necessitated by a locally declared disaster/emergency, as determined in the discretion of the Town Administrator; and (2) the fee waivers will apply to all future officially declared local disasters in addition to the Flood under the same condition. Thus, the fee waiver automatically does not apply to work that was not caused by the Flood, and no further revisions to the Lyons Municipal Code (“Code”) are required to terminate this emergency waiver. Further, by leaving the provision as drafted, the Board will not need to enact such a waiver again should another locally declared disaster/emergency occur.

**III. Facts**

At its October 21, 2013 meeting, the Board passed Ordinance 940 on an emergency basis. This ordinance temporarily authorized the Town Administrator (“Administrator”) to waive administrative fees that the Town assesses for issuing building permits, connecting utilities, and reviewing land use applications in recognition of the fact that such fees presented a financial burden to property and business owners who had been displaced or suffered an interruption in income due to the Flood. However, Ordinance 940 limited that authority to repair of structures harmed by the Flood, and applied only for the duration of any officially declared local disaster/emergency. The effect of this ordinance was that the authority to waive such fees would terminate upon the cessation of the official declared disaster period.

On January 21, 2014, the Board adopted Ordinance 945 on an emergency basis in order to clarify two points in Ordinance 940: (1) that the Administrator’s authority to waive the

administrative fees could extend beyond the officially declared disaster period in order to facilitate repair, reconstruction, and development of properties and structures harmed by the Flood; and (2) that the waiver authority will also be available in future declared disasters/emergencies.

The Code reflects these ordinances, and now reads as follows:

**Sec. 4-1-100. - Emergency waiver of administrative fees.**

*(a) Wherever this Code, or any ordinance or resolution adopted pursuant to this Code, requires the payment of an administrative fee to the Town, the Town Administrator shall have the authority to waive the fee requirement during the pendency of any officially declared local disaster/emergency pursuant to Section 24-33.5-709, C.R.S., and continuing after the end of the declared local disaster for applications to repair, build, rebuild, develop or redevelop property damaged by the event that necessitated the disaster declaration. The authority to waive the payment of administrative fees shall include, but not be limited to, building permit application and permit fees, land use application and plan review fees, demolition fees, utility connection fees and any other fees described in this Code. The Town Administrator shall notify the Board of Trustees of any fee waivers at the next regular meeting following the declaration of a local disaster/emergency.*

*(b) This Section is intended to apply to repair of primary or accessory buildings and structures existing prior to the Front Range Flood in September 2013, or replacement of buildings and structures destroyed in the flood events, but shall also apply in the event of future declarations of local disaster.*

**IV. Analysis**

Rather than ascribe particular criteria or time frames for such waivers, the Code authorizes the Administrator to determine whether a fee waiver is warranted under the sole criterion of whether the work to be done was necessitated by an officially declared local disaster. Consequently, the fee waiver *only* applies when the work that is the subject of the permit or review application was necessitated by the official disaster/emergency. This provision also requires the Administrator to notify the Board of any fee waivers, but limits that report to the next regular meeting following the declaration of a local disaster.

The Code provision cited above also is not specific to work necessitated by the September 2013 flood. Rather, by expressly granting the Administrator the discretion to waive administrative fees that would otherwise be assessed for repair and restoration of property damaged by any officially declared disaster, the fee waiver is also place in the event of a future local disaster.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

# MEMO

To: Lyons Board of Trustees

From: Bob Joseph, Consulting Planner

Date: 6/14/16

Re: Use Categorization in the CD zone district (Prescott Knock application)

The Town has received an application for a determination as to a specific use and its conformity with the broader Commercial Downtown use restrictions and allowances (see attached statement of intent from the applicant Prescott Knock). Prior to purchasing property to establish this use in the Commercial Down Town zone district the applicant requests a determination as to whether or not their intended use will be allowed. The proposed use does not fit neatly within either the allowed uses, conditional uses or prohibited uses listed in the zoning code for the CD zoning district. That being the case the code provides for the following process **Sec. 16-3-20. General application of uses: “(b) Land uses not otherwise identified in this Chapter may be proposed for development. The Board of Trustees shall have the authority to determine whether or not the use can be reasonably interpreted to be similar in nature and degree to a permitted or allowed use, and to therefore be categorized as a permitted or allowed use in that district. Unless the Board of Trustees makes a determination that the proposed use should be permitted or allowed, no use that is not expressly permitted or allowed by this Chapter is permitted. (Ord. 910 §1, 2013)”**

This is not a conditional use review as otherwise provided for in the code, and if approved this is not site specific, but rather would apply everywhere in the CD District as a permitted use.

## Background

The code provides the following list of permitted, conditional and prohibited uses in the CD district:

*Sec. 16-3-210. CD Commercial Downtown District.*

*(a) Intent. The CD District is intended to reflect the character of the original downtown and to provide for a mixture of uses that will strengthen and expand the core community with zero-lot-line development. The desired character for the Commercial Downtown District includes retail uses and restaurants on the first floor of buildings, with offices and residential uses on the upper floors.*

*(b) Principal Uses. Permitted principal uses in the CD District shall be as follows:*

*(1) Accessory building or use.*

*(2) Business use, including but not limited to the following:*

- a. Club or lodge.*
- b. Entertainment facility.*
- c. Financial institution.*
- d. Gallery.*
- e. Hotel or motel.*
- f. Museum.*
- g. Professional office.*
- h. Personal service shop, such as barber shop, beauty parlor, computer repair shop, dry-cleaning outlet, self-service laundry, shoe repair shop or television or small appliance repair shop.*
- i. Recreational facility.*
- j. Restaurant, bar or other eating and drinking place.*
- k. Retail store, such as bakery, department store, discount store, drug store, furniture store, gift shop, grocery store or pet store.*
- l. Studio.*

*(3) Residential use, but only if a business use occupies the portion of the building immediately adjacent to the street frontage.*

*(4) Keeping, harboring, boarding, caring for or maintaining not more than four (4) dogs over the age of three (3) months.*

*(c) Conditional Uses. Permitted conditional uses in the CD District shall be as follows:*

*(1) Church.*

*(2) Day care center.*

*(3) Medical or dental office or clinic.*

*(4) Municipal administrative office.*

*(5) Use with drive-up window.*

*(d) Prohibited Uses. Prohibited uses in the CD District shall include those uses that cause water pollution or create substantial amounts of offensive noise, vibration, smoke, dust, odors, heat and glare. Prohibited uses shall include, but not be limited to, the following:*

- (1) Automobile sales and repair.*
- (2) Gasoline station.*
- (3) Minor or major automotive repair.*
- (4) Mortuary or funeral chapel.*
- (5) Use with drive-up window.*

It is noted that Mortuary or funeral chapel is specifically listed as a prohibited use in the CD district.

That use is specifically defined in the code as follows:

*“Funeral chapel means a building used for the preparation of the deceased for burial or cremation, for the display of the deceased and/or for ceremonies or services related thereto, including cremation and the storage of caskets, funeral urns, funeral vehicles and other funeral supplies.”*

It is Staff’s opinion that the proposed use does not fit this definition because it does not entail on-site cremation or preparation of the deceased for burial (i.e. embalming). The similarities with this definition fall within the “accessory use” of the property as proposed, not as a principal use.

A motion to accept the proposed use within the CD zone district could be conditioned in a manner to narrowly restrict the proposed principal and accessory uses. For example; the number of refrigerated remains to be accommodated on the site at any one time could be limited, or the number of memorial services to be conducted in a calendar month or year could be limited, or the maximum number of attendees at a memorial service could be limited. All of which might be aimed at emphasizing the other clearly conforming elements of the proposed use (i.e. retail and professional office) as being the primary or principal use of the site.

Prescott Knock  
161 Apache  
Lyons, CO 80540

[prescotttk@hotmail.com](mailto:prescotttk@hotmail.com), [daniel.ziskin@gmail.com](mailto:daniel.ziskin@gmail.com), [karenvanvu@gmail.com](mailto:karenvanvu@gmail.com)

June 9, 2016

Town of Lyons  
Board of Trustees  
P.O. Box 49  
Lyons, CO 80540

Dear Town of Lyons Board of Trustees:

I am a resident of Lyons in Pinewood Springs for nearly a decade. My business partners are Karen van Vuuren and Daniel Ziskin, who reside in Boulder. We are interested in purchasing The White Lion property 418 High St. (Block 30, #4) and the adjacent property in the back (Block 29, #13). The property is zoned Commercial Downtown (CD).

### Vision:

Our proposed business is a living arts center for green and holistic end-of-life education, funeral rites of passage, bereavement care and retail items that support this vision. We are a NEW kind of business and don't fit easily into the usual business categories.

Our vision is to create an innovative, uplifting, spa-like center that offers unique retail items such as carefully selected books, essential oils, an art gallery, educational seminars, counseling and celebrant services for life transitions. Our specialization is end-of-life education in a very broad sense and working with families and communities to create meaningful rituals, and ecological, low-impact funerals.

We will call ourselves:

**The Natural Funeral: A Living Arts Center for Holistic End-of-Life and Funerary Care**

### Regulations:

Many of the services we intend to offer are clearly approved in the zoning regulations (in Chapter 16 Zoning Regulations Sec. 16-3-210: retail gift shop, bookstore, art gallery and professional office). We certainly understand the rationale for prohibiting conventional funeral homes from the CD district due to water pollution issues and their use of toxic chemicals, the release of smoke from crematoria and the gloomy ambiance of a typical funeral establishment.

In contrast, we are proposing an aesthetically inspirational eco-business that engages in none of the activities described as Prohibited Uses within the CD District. *[(d) Prohibited Uses. Prohibited uses in the CD District shall include those uses that cause water pollution or create substantial amounts of offensive noise, vibration, smoke, dust, odors, heat and glare.]* On the contrary, our very reason for being is to offer an alternative model that has minimal impact on the environment. We are a holistic center that

works with families and communities to create intimate, personalized, and meaningful rituals that are fundamentally gentle, non-invasive to the body, ecological, and healing. We are confident that we will not violate any of the Prohibited Use criteria.

### An Asset to Lyons:

It is our belief that we will be an asset to the town of Lyons, and set a precedent that others will follow. We will create much newsworthy interest for the Town of Lyons because we are a revolutionary spin on a rather moribund, uninspired, and clichéd service. We have much direct experience in the field of end-of-life care and know there is much enthusiasm for the natural alternative we offer. Our educational presentations, ceremonies and group discussions will bring interested people to Lyons from all over Boulder County. Lyons has wonderful restaurants, bakeries, florist, coffee shops and other retail that we look forward to partnering with and which will benefit from our clientele.

### Clarification of Services:

We would like to be certain that our proposed business will be allowed within the zoning guidelines and would therefore like clear direction from the Town of Lyons before we purchase the building.

To that end, here is a further description of our proposed activities:

- **Consultation Services:** celebrant services, Advance Healthcare Directives consultation, funeral pre-planning, funeral ceremonies, placing obituaries, online commemorations, etc.
- **Counseling Services:** bereavement care services, grief support, personal counseling.
- **Education:** end-of-life seminars, group discussions, book signings, films.
- **Natural Funerals:** We will provide unique, environmentally based and holistic end-of-life services and ceremonies with an emphasis on spiritual care, including natural burials.
- **Retail Items:** Books - carefully chosen to support end-of-life issues, ecological awareness and spiritual awakening, inspirational art and gifts, environmentally sustainable caskets and shrouds, memento-mori gifts, locally made artistic urns, incense, candles, etc.

Although we are intending to provide a wide range of services within our center, among these will be natural funeral care and ceremonies, and we are concerned that these could be misunderstood. We are critical of funeral practices, which are harmful to the Earth. Conventional mortuary services include embalming, which is invasive to the body and requires the puncturing of organs, removal of body fluids, and their replacement with toxic embalming fluid and other chemicals all of which cause pollution to groundwater. We have formed to offer concerned families an alternative. Our center is a new concept that is truly "out of the box", conceived to support families to find meaning and healing at the time of loss, in accordance with their ecological values.

Natural deathcare embraces ancient methods of simple, green funeral care. Natural deathcare, including the phenomenon of green burial, is gaining popularity in the United States and is already well established in parts of Europe, in particular, in the United Kingdom.

Our goal is to create an uplifted atmosphere that celebrates life. In this respect, we are not dissimilar to our neighbors down the street at The Old Stone Congregational Church –within the CD District who provide funeral services.

### Contributing to the Creation of a Vibrant Downtown:

We will provide an aesthetically beautiful, notably interesting, spa-like center offering, unique resources with our specially chosen retail items in alignment with our principles and mission to provide community education, and holistic, green funeral service. We will feature services and retail items from local artisans and other businesses, including florists, quilters, food services, artists, authors, and speakers.

#### Shop Window:

We will feature a tasteful and unique front window display with local paintings and sculptures, handmade natural organic shroud fabrics, and specialized gifts, which will entice people to stop-in, ask questions and sign-up for our classes and discussions.

We will have a light, inviting, and relaxing environment with natural décor that includes water features, plants, and calming, pleasant aromas. The aura we will create is akin to a healing spa. This is the type of atmosphere that will promote a healthy relationship to grief and loss for the whole family community.

There is a revolution in end-of-life care going on in the United States due to the Baby-Boomer Generation and Boulder County is an epicenter as evidenced by local groups such as: The Conversation Project, Conversations on Death and The Death Cafes – which are all popular groups (that we are on the boards of) that foster frank discussions of end-of-life issues to help families. Baby-Boomers want natural alternatives. We will help to put Lyons on the map.

#### Marketing Lyons to Boulder County and Beyond:

The scope of our marketing territory includes a list of hospitals, facilities, and areas of influence throughout Boulder and Larimer Counties that our marketing director has already assembled through his work for a major local hospice and for an elder care provider. (See attached biography). Our marketing director enjoys prominence in the wider community of end-of-life care and has a history of involvement in Lyons with:

- Aging Well in Lyons: Community, Connections and Resources with congressional representative Jared Polis
- The Conversation Project at Lyons Community Church (through a presentation)
- The very popular, "Before I Die..." walls set up during the Lyons Art on the Green Festival 2015.
- Our marketing director has written numerous articles on end-of-life issues for The Lyons Redstone Review and The Lyons Recorder.

**Business Viability:**

Current projections anticipate The Natural Funeral to be a viable and profitable business. In 2014 there were over 1700 deaths in Boulder County, with the number rising by about 4% each year. We are assuming a period of slowly gaining market penetration and eventually a plateau at a modest market share. Based on our cost estimates and pricing model, we expect to be profitable by the end of our second year of operation. From then on, the business will be on solid ground.

**Tax Revenue:**

According to the National Funeral Directors Association website, the national average revenues for a funeral home in 2012 was around \$660,000 (<http://www.nfda.org/news/statistics>). Of these revenues, much are non-taxable services. However, Lyons would be likely to collect a sizable amount of sales tax through our retail transactions. We estimate that our casket sales alone could be as high as \$200,000 per year. We will contribute to the local economy by contracting with local vendors whenever possible and encourage our employees to contract with local suppliers.

**People Flow:**

The main building with the store and our consultation services will be open to the public from 10AM-6PM, daily and 12PM-5PM on the weekends. We will also have regular, seminars and educational events in the evenings and on the weekends. Other events will be by appointment.

We will mostly be serving people in the community by meeting them in their homes or other facilities, so the building is primarily for our educational opportunities, counseling, gift shop etc. We anticipate utilizing the building as 20% of our uses and services.

Use of the facility, we anticipate approximately: 10 – 40 people per week for retail gallery – off-the-street interest 10 – 30 people for group discussions and teachings 1x to 2x per week 1 to 3 families per week for consulting: ceremonial events, life planning 8 – 12 people per week for counseling sessions

**Traffic:**

We are happy to work with the Town of Lyons to head off and ameliorate any potential issues connected with traffic related to our center's business.

The environmental impact of TNF will be minimal, with the exception of an increase in traffic. We estimate that at full capacity, which will not be attained until we have been operating for several years, we will host approximately three services per week. Considering the limited capacity of our chapel and outdoor space, our largest events will be capped at approximately 40 attendees. Larger events will be held at a more suitable venue.

We can categorize the impact of these services in the following table (assuming an average of two people per vehicle):

	# of vehicles	# per week	Expected Impact
Small private funeral ceremony	7	1	No noticeable increase
Medium public funeral ceremony	13	1	Some cars may need to park along 4 <sup>th</sup> Ave north of High St
Large public funeral	20	1	We will direct overflow parking along 5 <sup>th</sup> Street north of High St

Other traffic mitigating efforts will include:

- Installing a bike rack in front of our building.
- Encouraging usage of the Y bus, which stops within 100 feet of our door.
- Encouraging and facilitating carpools for attendees.
- Providing bus passes to our employees. If they do drive, our employees will park on our property next to the Receiving Facility off of Upper 5<sup>th</sup> Avenue and enter through the back.
- Allow parking for one mourner's vehicle directly to the east of the main building.
- Coordinating with the Town and our neighbors regarding scheduling events, especially during the festival season.
- Sourcing our vendors locally to minimize external commercial traffic.

Use of Spaces:

#### **Main Building**

This building will serve several purposes. It will include intimate ceremonial space for vigils. Other partitions of the building will include retail space, a lecture/classroom facility, a meeting area for client consultations. Office space for our grief, bereavement and celebrant staff will be provided upstairs.

#### **Receiving Center (the northernmost building with roll-up garage door and alley access).**

This will be a very private space for receiving the deceased and the gentle, non-invasive and natural care that we will offer to families, so they can then, if desired, sit in quietude with their loved-one in the sacred vigil room (at the rear of the main building).

#### **Small Vigil Building (the stand-alone structure in the garden)**

This would be a very intimate vigil/ceremonial space for a few family members to spend a period of time in contemplation and prayer.

#### **The Sacred Garden**

This space is for small ceremonial gatherings (up to a maximum of approx. 30 people, but more likely just next-of-kin and close friends) for quiet prayer ceremonies. We will preserve and enhance the existing beautiful landscaping with fountains and flowers. We will also preserve the covered space at the

rear of the main building, with ivy, flowers and benches.

### **The Residence**

This property will be rented separately as a single-family house.

### **Alley Traffic**

The only traffic we will expect in the alley is for receiving remains, approximately 3 times a week and for our staff who will park outside the small residence.

## **Procedure for Working with Families and the Deceased:**

Given current cultural norms and practices, most of our families (probably 80 percent), will choose direct cremation with no interaction with the remains. In these cases, the body of the deceased will go directly to a contracted off-site cremation location and not to our Lyons center.

Some of our families will choose burial, in which case we will bring the body to our Receiving Center for any after-death ritual care until burial can take place. The deceased may also be kept with us in refrigerated storage for a short period until the family can be gathered for sacred ceremony before final disposition (cremation, burial or transportation elsewhere) can occur.

- **Receive call** from family inquiring about natural funerals. The initial conversation determines whether this is for planning or if there is a death that needs attention.
- **Create plan** in accordance with family's preferred level of involvement and beliefs. Cover legalities and practicalities, emphasizing families' rights and the greenest options.
- **File death certificate** with Boulder County and other necessary legal procedures.
- **Pick up the deceased** in our white van (we would like this to be electric at some point in the future) and provide transport to our Receiving Center (the northernmost building on the site) or directly to an off-site crematory if there will be no family ceremony with the body at this point.
- **Store the body** in a specialized refrigeration unit on site if family is not in attendance and there is no ritual care of the body immediately after arrival.
- **Bathe the body** in a sacred, non-denominational way (unless otherwise directed) using natural soap, organic cotton washcloths and essential oils. This requires minimal water and is more of a gentle and respectful honoring of the body. Some of our families may choose to participate or be present for this. Most will not, but we will invite them anyway, as it is their loved-one who has died.
- **Dress the body** in his or her funerary clothes, usually selected by the family or wrap the deceased in a beautiful, biodegradable cloth, or simply drape them with the same.

*When we care for a body, the space in which we do this will be beautified with natural fragrances, flowers and pure beeswax candles. We regard caring for a body as a sacred act, and will serve each client with the same reverence and respect. Our approach is gentle, minimalist, non-invasive, and low impact.*

If a family member is present for this, the ritual will take on an even more sacred and healing meaning because of the personal connection they have with their loved one.

- At this point, a family may choose to spend some time with the body in quiet reflection or prayer. We will ensure that the body is placed on dry ice in accordance with Colorado state laws. If a family member is not sitting in vigil with the body, we will return the deceased to the refrigerator for storage before burial or cremation.
- We will facilitate any rituals for intimate family and close friends in the vigil room in our main building.
- We will also facilitate memorial services that may be held in other locations in Lyons and elsewhere in Boulder County, using local businesses as our preferred business partners. We are committed to working with local artisans and providers, especially green businesses, whenever possible.
- We will deliver the deceased to a contracted off-site crematory or to a cemetery for burial, with an emphasis on providing the greenest possible final disposition, such as burial in a biodegradable casket.
- We will provide follow-up bereavement care for our families through individual counseling, grief groups, art therapy and other complementary holistic services.

## Renovations:

### Immediate

- **Main Building.** Retro-fit existing bathroom if it is not handicapped accessible, add security features and improve the lighting fixtures. All major renovations will be permitted and performed in accordance with current building codes.
- Create tasteful local flagstone path between the buildings.
- **The Receiving Center:** Install electrical outlets, lighting, sink/drain, add refrigerated body storage units.
- **Rear Fence.** On the eastern perimeter, in the rear, there is an existing fence, which we will augment with a privacy screen.

### Future

- **Main Building.** Second Restroom with handicap access.
- **Receiving Center.** Windows, sky-lights, insulation, laundry.

## Employees:

Our staffing profile will begin minimally as our business needs expand. The table below summarizes our expected initial staffing needs.

Title	Location	Primary Duties	Hours
Executive Director and Marketing Director	On Site	<ul style="list-style-type: none"> <li>• Oversight of the business</li> <li>• Supervise staff</li> <li>• Marketing and publicity</li> <li>• Event coordination</li> <li>• Scheduling</li> <li>• Celebrant</li> <li>• Oversight of external contractors.</li> <li>• Public Relations</li> </ul>	Fulltime
Funeral Director	On Site and home visits	<ul style="list-style-type: none"> <li>• Work with families to determine the most appropriate services</li> <li>• Ensure we are in compliance with state funerary laws</li> </ul>	As Needed
Operations Manager	On Site and home based	<ul style="list-style-type: none"> <li>• Maintain quality control</li> <li>• Establish operating procedures</li> <li>• Work with families who prefer home-based rituals</li> </ul>	Halftime
Director of Technology and Finance	On Site and home based	<ul style="list-style-type: none"> <li>• Maintain the budget</li> <li>• Oversee technological needs including telecommunications, website, software, computers, cash registers, etc</li> </ul>	Halftime
Admin	On Site	<ul style="list-style-type: none"> <li>• Answer the phone</li> <li>• Maintain the retail front-end</li> <li>• Billing &amp; bookkeeping</li> <li>• Purchasing</li> </ul>	Fulltime
Logistics	On Site	<ul style="list-style-type: none"> <li>• Receiving the deceased</li> <li>• Setting up for events</li> <li>• Maintenance</li> </ul>	Halftime
Driver	On Site	<ul style="list-style-type: none"> <li>• Pickups and deliveries</li> </ul>	As Needed
Contract Staff	Off Site	<ul style="list-style-type: none"> <li>• Celebrants</li> <li>• Grief Counselors</li> <li>• Educators</li> <li>• Musicians</li> <li>• Bereavement specialists</li> </ul>	As Needed

## Biographies of Owners:



**Prescott Knock, MA.**, has a background in a number of disciplines well suited to the implementation and management of The Natural Funeral, including: marketing, business management, for-profit and non-profit entrepreneurship, professional experience in the end-of-life related industry, prominence in the local inter-faith community, degrees in Religious Studies and Ritual Studies, well known with many contacts in the health care industry -religious/spiritual community and ecological-activist community.

Prescott has been working with hospice care, home care and related senior issues since 2009. He has served as Marketing Director, Community Outreach and Education, and Hospice Care Coordinator for New Century Hospice. Prescott was formerly Director of Business Management for Windhorse Elder Care; in which he managed all aspects of the business from the initial intake process to coordinating the Care Team to direct caregiving. He has been involved in a number of organizations dealing with end-of-life issues: Board Member of The Contemplative End-of-Life Project, Project Manager for Aging Well in Lyons: Community, Connections & Resources, Council Member of Conversations on Death, and Founding Member of the Boulder Death Café. Ecological organizations: Inter-Faith Coalition for Food Sustainability (sponsored by the Jared Polis foundation), Local Food Shift.

Prescott has a MA. in Religious Studies, with an emphasis in Buddhism and Sanskrit and a MA. in the Philosophy of Religion with an emphasis in Ritual Studies. He has extensively studied the ritual and ceremonial traditions of a number of cultures worldwide which is beneficial for officiating funeral ceremonies. He has been involved in helping people create personal rituals for spiritual fulfillment. He is the Executive Director of The Buddhist Coalition [www.buddhistcoalition.org](http://www.buddhistcoalition.org) and Co-producer and co-host of The Collaborative Community Radio show on Boulder's KGNU 88.5FM [www.thecollaborativecommunity.org](http://www.thecollaborativecommunity.org)



**Karen van Vuuren** has been a natural deathcare educator and end-of-life transitions guide since 2001. In 2003, she founded the non-profit Boulder-based organization, [Natural Transitions](#), and has been the executive director since then. As a Transition Guide for Natural Transitions, Karen has supported hundreds of families to participate in green and holistic home-based deathcare.

Karen has organized and taught workshops on natural deathcare in Colorado and in other venues across the US. She is considered a pioneer of green and holistic funeral care in the US. Karen is a founding member of the [National Home Funeral Alliance](#) and in 2008, organized the first national green burial conference in the US.

Since 2011, Karen has worked as the managing editor of Natural Transitions Magazine, a biannual publication, distributed nationally and internationally, focusing on holistic and green approaches to end of life. Here is a link to [the most recent issue](#).

Karen is also an award-winning documentary-maker whose work on end-of-life issues has screened at film festivals nationally, and at the annual clinical conferences of the National Hospice and Palliative Care Organization. Her two hospice documentaries on end-of-life are [Dying Wish](#) (2008) and [Go in Peace!](#) (2015).

Karen has also worked in independent and public radio as a reporter, and has produced radio documentaries, including one on wilderness rites of passage led by hospice physician and author, Dr. Scott Eberle. A short feature based on this was aired on National Public Radio.

<https://beta.prx.org/stories/31107>

Karen and her husband, Jamie, also own a math book publishing business with an online store. Karen is the business manager and public relations director with diverse responsibilities from organizing workshops for teachers to dealing with customer inquiries about books and managing the company's online presence. [Jamie York Press Inc.](#)



**Daniel Ziskin, PhD** is an Earth scientist, working for NASA, NOAA and currently NCAR. Although his professional specialty is data management of satellite observations, his life-long passion has been as an environmentalist. He has channeled that interest into service on the boards of many environmental, animal welfare and civic nonprofits. Currently he sits on these boards:

- Kindness Ranch Animal Sanctuary – President
- eGo CarShare – Vice-President
- Natural Transitions – Treasurer

In addition to his scientific and nonprofit work, Daniel has been an entrepreneur. He owns and operates a computer support business called Escape Goat Data. He has acquired start-up experience working as a co-founder of BEECO Corp. and Earthship Village Colorado.

His role with TNF will be the as the Director of Technology and Finance.

We are happy to discuss our ideas with you as we feel that this business will be an invaluable, unique resource for Lyons and the surrounding community allowing people to come together for important times of transition in their lives.

Sincerely,

Prescott Knock, MA. [prescottk@hotmail.com](mailto:prescottk@hotmail.com) Karen Van Vuuren B.Sc. and Post Graduate Dipl. Broadcast Journalism [karenvanvu@gmail.com](mailto:karenvanvu@gmail.com) Daniel Ziskin, PhD [daniel.ziskin@gmail.com](mailto:daniel.ziskin@gmail.com)

## Selected Additional Media Links for Prescott Knock:

Aging Well in Lyons: Community, Connections & Resources May 2011

The Lyons Recorder Articles (a selection):

[http://www.buddhistcoalition.org/lr\\_20110519](http://www.buddhistcoalition.org/lr_20110519)

[http://www.buddhistcoalition.org/lr\\_20110516](http://www.buddhistcoalition.org/lr_20110516)

[http://www.buddhistcoalition.org/ly\\_201105](http://www.buddhistcoalition.org/ly_201105)

The Lyons Redstone Review Articles:

<http://www.buddhistcoalition.org/node/70>

Lyons Art on the Green Festival 2015

Redstone Review (page 9):

[https://issuu.com/sdcmc/docs/redstone\\_junejuly2015](https://issuu.com/sdcmc/docs/redstone_junejuly2015)

The Collaborative Community Radio Show, KGNU 88.5 FM Boulder, CO

Prescott Knock: Co-Producer and Co-Host

Baby Boomers are Re-Visioning the Potential of Our Elder Years:

<http://www.thecollaborativecommunity.org/baby-boomers/>

<http://windhorsecare.com/kgnu-radio-show>

Lyons Redstone Review:

Letter to Residents and Hopi Poem (page 2 top left corner):

<https://issuu.com/sdcmc/docs/redstoneoctnov2013>

Conversations on Death , Council Member

<http://www.conversationsondeath.org/#!council/cy8y>

<https://www.facebook.com/ConversationsOnDeath>

## Selected Additional Media Links for Karen van Vuuren:

Interview by Dr. Karen Wyatt of [End of Life University](#) with Karen van Vuuren.

<http://www.eoluniversity.com/apps/blog/show/43949012-natural-transitions-bringing-death-back-home-with-karen-van-vuuren>

**Natural Deathcare Work Colorado Media Coverage**

[http://www.dailycamera.com/features/ci\\_13619005](http://www.dailycamera.com/features/ci_13619005)

**End-of-Life Documentary Work Media Coverage**

<http://blog.sevenponds.com/lending-insight/%E2%80%A8%E2%80%A8%E2%80%A8film-review-dying-wish-the-documentary>

[http://journals.lww.com/jhpn/Citation/2009/01000/Dying\\_Wish.3.aspx](http://journals.lww.com/jhpn/Citation/2009/01000/Dying_Wish.3.aspx)

<https://www.psychologytoday.com/blog/invisible-wounds/201410/ptsd-post-terror-soul-distress>

<http://www.everydayhealth.com/columns/voices-of-experience/searching-for-peace-after-war-veterans-with-ptsd/>

**Agenda Item No: X -3**  
**Meeting Date: June 20, 2016**

**Subject:** Background information - Vote required to annex 5 or more acres

**Presenter:** Town Administrator Simonsen

**Background:**

A special election was held on September 12, 2000, a majority of the voters approved an advisory question instructing the Board of Trustees to consider for adoption an ordinance requiring certain annexations to be submitted to the voters for approval for any acreage 5 acres or more. The BOT then introduced Ordinance 705 to the BOT, December 2000 for first reading and then March 5, 2001 for second reading, the ordinance was passed.

Attached are the following

Official Ballot for September 12, 2000

Abstract of Votes for September 12, 2000

December 18, 2000 BOT Minutes

February 5, 2001 BOT Minutes

March 5, 2001 BOT Minutes

Ordinance 705 - passed on first reading December 18, 2000, second reading/public hearing March 5, 2001.

OFFICIAL BALLOT FOR  
TOWN OF LYONS, COLORADO  
SPECIAL ELECTION  
SEPTEMBER 12, 2000

*Leresa J. Andrews*

Town Clerk/Treasurer

INSTRUCTION NOTE: Place an "X" in the box to the right of the statement indicating the way you wish to vote.

Question #1

SHALL ORDINANCE NO. 695 BECOME EFFECTIVE? ORDINANCE NO. 695 APPROVED A PLANNED UNIT DEVELOPMENT SPECIAL USE CLASSIFICATION FOR OUTLOT A AND LOT 23 OF THE RUSSELL SUBDIVISION FILING NO. 1 TO ALLOW NOT MORE THAN 17 SINGLE FAMILY DETACHED RESIDENTIAL HOMES.

YES   
NO

Question #2

MAY THE TOWN TRANSFER OR DIVEST UP TO TEN ACRES OF PARK LAND, ON THE SOUTH SIDE OF BOHN PARK, FOR THE PURPOSES OF AN ELEMENTARY SCHOOL AND ASSOCIATED IMPROVEMENTS, IF THE TOWN ACQUIRES AN EQUAL PROPERTY RESTRICTED ONLY FOR PUBLIC PARK PURPOSES.

YES   
NO

Advisory Question A

SHOULD THE TOWN OF LYONS ADOPT AN ORDINANCE THAT WOULD REQUIRE APPROVAL BY THE REGISTERED ELECTORS OF ANY ANNEXATION OF PROPERTY EXCEPT PROPERTY SMALLER THAN FIVE ACRES IN SIZE OR PROPERTY OWNED BY THE TOWN OF LYONS?

YES   
NO

Advisory Question B

SHOULD THE TOWN OF LYONS CONSIDER APPROVAL OF THE ANNEXATION AND DEVELOPMENT OF THE APPROXIMATELY FORTY (40) ACRES, KNOWN AS THE MUSSER PROPERTY, LOCATED ADJACENT TO AND NORTH OF THE PROPERTY KNOWN AS STONE CANYON, IF SUCH DEVELOPMENT CONSISTED OF EIGHT (8) SINGLE FAMILY HOUSES EACH ON A ONE ACRE LOT, WITH APPROXIMATELY THIRTY TWO (32) ACRES DEDICATED AT NO COST TO THE TOWN OF LYONS?

YES   
NO

Advisory Question C

WHICH OF THE FOLLOWING ALTERNATIVES DO YOU SUPPORT MOST?  
VOTE FOR ONLY ONE

CONSTRUCTION OF A NEW ELEMENTARY SCHOOL   
REMODEL OF THE EXISTING ELEMENTARY SCHOOL AS PROPOSED BY THE SCHOOL DISTRICT

Advisory Question D

SHOULD THE TOWN OF LYONS PURCHASE THE LYONS ELEMENTARY SCHOOL FOR PUBLIC AND PRIVATE USES CONTROLLED BY THE TOWN INCLUDING SUCH USES AS A TOWN HALL AND /OR COMMUNITY CENTER?

YES   
NO

Advisory Question E

SHOULD THE TOWN OF LYONS SELL THE CURRENT TOWN HALL AND PUBLIC WORKS BUILDING, IF SUCH SALE WOULD HELP FUND THE ACQUISITION OF THE CURRENT LYONS ELEMENTARY SCHOOL?

YES   
NO

Advisory Question F

SHOULD THE TOWN OF LYONS SELL VACANT LOTS 7-10 BLOCK 25, LOCATED DUE SOUTH OF SANDSTONE PARK, IF SUCH SALE WOULD HELP FUND THE ACQUISITION OF THE CURRENT ELEMENTARY SCHOOL?

YES   
NO

## LEGAL NOTICE

### ABSTRACT OF VOTES CAST AND STATEMENT AND CERTIFICATE OF DETERMINATION AT A SPECIAL ELECTION HELD IN THE TOWN OF LYONS, COLORADO ON THE 12<sup>TH</sup> DAY OF SEPTEMBER, 2000.

Combined Precinct No 3002/3004.

Ballot Question #1	Yes	336 votes
	No	81 votes
Ballot Question #2	No	216 votes
	Yes	204 votes
Advisory Question A	Yes	254 votes
	No	157 votes
Advisory Question B	Yes	238 votes
	No	174 votes
Advisory Question C	Yes	211 votes
	No	205 votes
Advisory Question D	No	212 votes
	Yes	205 votes
Advisory Question E	No	238 votes
	Yes	179 votes
Advisory Question F	No	253 votes
	Yes	163 votes

STATE OF COLORADO }  
COUNTY OF BOULDER }

We, the undersigned Canvassers of the Election Returns of a Special Election held in said Town of Lyons, in the State of Colorado, on Tuesday, the 12<sup>th</sup> of September, 2000, for consideration of (8) eight ballot issues do hereby certify that the above and foregoing is a true and correct abstract of the votes cast at said election as shown by the returns from the voting precinct in said Town of Lyons, Colorado.

WITNESS our hands and seals this 13<sup>th</sup> day of September, 2000.

ATTEST:

Teresa G. Andrews  
Town Clerk

By: Debra Anthony  
Deputy Clerk

By: William H. Long

Dec 18, 2000  
BOT meeting

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property within 90 days of the date of annexation. The zoning of the property is consistent with the Town of Lyons Comprehensive Plan and is compatible with neighboring properties. The Planning Commission conducted a public hearing and recommends approval to the Board of Trustees on the proposed initial zoning. This Ordinance zoned the "Kofford Property" to the Commercial (C) Zone District. The Planning Commissioner recommends approval of Ordinance No. 704."

Trustee Gouge moved to approve Ordinance 704 on first reading. The motion, seconded by Trustee Cinnamon carried 5-0 with the following roll call vote:

- Mayor Hinshaw-yes
- Trustee Wickman-yes
- Trustee Kyer
- Trustee Klepel-yes
- Trustee Gouge-yes
- Trustee Johnson-absent
- Trustee Cinnamon-yes

✕

3. Consideration of Ordinance 705: an ordinance amending title 9 of the Lyons Municipal Code to add a new section 9-18-18 requiring voter approval of certain annexations. First Reading.

The Town Administrator's fact sheet read as follows: "The Town held a Special Election on September 12, 2000 and a majority of voters approved an advisory question instructing the Board of Trustees to consider an Ordinance requiring certain annexations to be submitted to the voters for approval. The Town would like to satisfy the majority of voters and create an Ordinance that would take a vote of the people to approve certain annexations. This ordinance would require any annexation (except property owned by the Town of Lyons) of 5 acres or larger to be referred to the registered electors of the Town of Lyons at a regular or special election. The applicant for an annexation subject to an election will pay the reasonable costs and expenses incurred by the Town in the calling preparation, and conduct of the election. The Board of Trustees at their discretion will determine the date of any election required by this ordinance." Trustee Gouge said he would like to see this ordinance retroactive to September 12, 2000. Trustee Gouge moved to amend the effective date to September 12, 2000. Hearing no second to the motion, Trustee Gouge withdrew his motion to amend the ordinance.

Trustee Cinnamon moved to approve Ordinance 705 as submitted, on first reading. The motion, seconded by Trustee Wickman carried 6-0 with the following roll call vote:

- Mayor Hinshaw-yes
- Trustee Wickman-yes
- Trustee Kyer-yes
- Trustee Klepel-yes
- Trustee Gouge-yes
- Trustee Johnson-absent
- Trustee Cinnamon- yes

Trustee Klepel moved to amend the agenda by placing Item IV Liquor License Authority to item VI and moving items 4-6 down one. The motion, seconded by Trustee Gouge, carried with all voting in favor thereof

February 5, 2001  
BOT  
meeting

TOWN OF LYONS, COLORADO  
LYONS BOARD OF TRUSTEES REGULAR MEETING  
MONDAY, FEBRUARY 5, 2001; 7:30 P.M.  
SHIRLEY F. JOHNSON COUNCIL CHAMBERS  
LYONS TOWN HALL, 432 5<sup>TH</sup> AVE, LYONS, CO, 80540

I. Roll Call and Pledge of Allegiance

Mayor Hinshaw-present  
Trustee Cinnamon-present  
Trustee Johnson-present  
Trustee Gouge-present  
Trustee Klepel-present  
Trustee Kyer-present  
Trustee Wickman-present

II. Audience Business

None

III. Ordinances

1. Public Hearing: Consideration of Ordinance 704: An ordinance zoning property within the Town of Lyons, Colorado, commonly known as the "Kofford Property" to the Commercial (C) Zone District. Second Reading. Mayor Hinshaw opened the Public Hearing at 7:42 p.m. There was no discussion by the Board. Hearing no public comment, Mayor Hinshaw closed the public hearing at 7:45 p.m. and asked for a motion. Trustee Gouge moved to approve Ordinance 704 on Second Reading. The motion, seconded by Trustee Cinnamon carried, 7-0 with the following roll call vote:  
Mayor Hinshaw-yes  
Trustees:  
Cinnamon-yes  
Johnson-yes  
Gouge-yes  
Klepel-yes  
Kyer-yes  
Wickman-yes

2. Public Hearing: Consideration of Ordinance 705 an ordinance amending Title 9 of the Lyons Municipal code to add a new Section 9-18-18 requiring voter approval of certain annexations. Second Reading. Mayor Hinshaw opened the Public Hearing at 7:57 p.m. Administrator Cinnamon's fact sheet. " The Town held a Special Election on September 21, 2000 and a majority of voters approved an advisory question instructing the Board of Trustees to consider an Ordinance requiring certain annexations to be submitted to the Voters for approval. The Town would like to satisfy the majority of voters and create an Ordinance that would require a vote of the people to approve certain annexations. The ordinance would require any annexations (except property owned by the Town of Lyons) of 5 acres or larger to be referred to the registered electors of the Town of Lyons at a regular or special election. The applicant for an annexation, subject to an election will pay the reasonable costs and expenses incurred by the Town in the calling, preparation, and conducting of the election. The Board of Trustees at their discretion will determine the date of any election required by this Ordinance. Discussion ensued. Ordinance 705 must be approved by the Board of

1 Trustees to be referred automatically to the public by vote.  
2 There was a discussion regarding the number of people voting on an issue.  
3 Mayro Hinshaw suggested that the Board could require a certain percentage  
4 of the last regular election turnout be required to vote.  
5

6 James Dougherty 349 Main St. told the Board he is oppose to the way the  
7 ordinance is written at this time. Mr. Dougherty said annexations should  
8 remain the Board's decision. Mr. Dougherty suggested a super majority or at  
9 least 50% of the number of people who voted in the last regular election be  
10 required to vote. In the event there are not enough voters to meet this  
11 requirement, then the Board of Trustees decision would stand. Mr.  
12 Dougherty stated that the Board of Trustees is more equipped to make these  
13 decisions.

14 Kathy Byrum, 440 Stickney, agrees with the suggestion of a super majority.  
15 Ms. Byrum said the Board of Trustees should keep it's power.

16 Sydeny Drake 355 Vasquez, agrees with previous comments.

17 Kelsey Hickok, 206 Welch Drive, cautioned the Board of Trustees against  
18 giving up control to a special election group.

19 Trustee Kyer said that based on the inupt taken tonight, the Board needs  
20 more time to discuss this issue and should table the Ordinance. Trustee  
21 Klepel said if the Town Board is doing their homework the the outcome of the  
22 election and the Board's decision should represent what the public wants.  
23 Mayor Hinshaw closed the Public Hearing at 8:00 p.m.  
24

25 **Trustee Cinnamon moved to table Ordinance 705 on Second Hearing.**  
26 **The motion, seconded by Trustee Kyer carried five voting in favoar and**  
27 **Trustees Gouge and Klepel voting against.**  
28



- 29 3. Public Hearing: Consideration of Ordinance 706: an ordinance amending  
30 section 8-6-3 of the Lyons Municipal Code to authorize the expenditure of  
31 Park fees for Park Operations and Maintenance. Second Reading.  
32 Mr. Widner explained that this Ordinance would allow the Board to allocate  
33 funds after March 8, 2001 for operations and maintenance.  
34 Mayor Hinshaw opened the Public hearing at 8:13 p.m.

35 Kathleen Spring, County Resident, told the Board she writes grants for the  
36 Historical Video Project, and in order to receive grant monies, there must be  
37 funds in the account to be used for matching grants. Ms. Spring expressed  
38 concern about funds dwindling. Ms. Spring said she would like to see the  
39 Board research how much it would cost if taxes or park fees were raised.  
40

41 Kurt Carlson, 141 Kelling Drive, citizen and staff member, expressed concern  
42 with the operations cost whittle away the Capital Improvements Fund. Mr.  
43 Carlson said that this department has done more to leverage their money  
44 than any other department in Town. Mr. Carlson said if that money is going  
45 to be used for operation, it should be watched very closely. Mr. Carlson said  
46 that loss of those funds may take away chances to leverage money through  
47 the capital improvements. Mr. Carlson suggested the Board look into  
48 alternatives. Mr. Carlson said if it takes not hiring as many people to make  
49 the money solvent, then maybe that should be considered.  
50

51 Mayor Hinshaw closed the public hearing at 8:19 p.m.  
52

53 Trustee Cinnamon clarified that the funds are not segregated and may still be  
54 used for capital improvements. Trustee Cinnamon said this ordinance gives  
55 the flexibility to use future funds for operations and maintenance as needed.  
56

March 5, 2001  
BOT Meeting

does want to do the best for the Town. Policy not personality should be what discussions center on.

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2)  


Trustee Klepel

a) **Trustee Klepel moved to bring back Ordinance 705 off of the table. The motion, seconded by Trustee Gouge carried with all voting in favor thereof.**

**Trustee Klepel move to approve Ordinance 705 on second and final reading. The motion was seconded by Trustee Gouge. Trustee Cinnamon clarified that this ordinance required an election for all annexations, except that annexations of less than 5 acres or Town owned property would be exempt from the requirement. Town Attorney Bob Widner said that Ordinance 705 would not apply to the Musser annexation. The motion carried 6-1 with the following roll call:**

**Mayor Hinshaw-no**

**Trustee Wickman-yes**

**Trustee Kyer-yes**

**Trustee Klepel-yes**

**Trustee Gouge-yes**

**Trustee Johnson-yes**

**Trustee Cinnamon-yes**

b) **Good Ol Days bands; should be required to end at the same time the Town requires Planet Bluegrass to end their concerts.**

**Trustee Klepel said he would like to discuss Good Ol Days Celebration events at the next meeting and have it placed on the agenda.**

3) Trustee Kyer,

a) **would like to look into hiring an intern to be involved in the needs required to put together an application and for the Main St. Improvement Project. Trustee Kyer said he would like to see the Town budget that next year.**

b) **Arn Hayden; Parks and Recreation Member would like to have the Board appoint an advocacy group. Goals: Identify connection between the Town and Open Space; Mapping existing resources; Writing grants and overseeing volunteer trail construction. Consensus of the Board was to create an Ad hoc committee of the Parks and Rec Commission.**

c) **Trustee Kyer told the Board that Mr. Hayden was working on a River project, and would be having a public meeting March 20, 2001. Gary Lacey would be designing a river raft course through Bohn Park.**

d) **Police issues: public hearing no-one attended. Met with Captain Shoemaker. Will be presenting to the Town Attorney with some revised terms. 3 issues.**

e) **Received a letter from Sandra Cordova requesting bike racks at the Post Office. Would like to see that.**

4) Trustee Wickman:

a) **Elementary school remodel update March 14, 2:30 at the Elementary School library.**

b) **Special meeting of the School Board asking perception of the School District. Copy of survey available: if anyone would like a copy can call Town Hall. Give School direction on what they needed to do for funding; looking at a School Bond Issue.**

c) **School Board meeting on the March 13, 2001.**

**TOWN OF LYONS, COLORADO  
ORDINANCE NO. 705**

**AN ORDINANCE AMENDING TITLE 9 OF THE LYONS MUNICIPAL CODE TO  
ADD A NEW SECTION 9-18-18 REQUIRING VOTER APPROVAL OF CERTAIN  
ANNEXATIONS**

**WHEREAS**, the Colorado Municipal Annexation Act of 1965, C.R.S. §§ 31-12-101 *et seq.*, provides procedures by which municipalities may annex property within the corporate limits of the municipality; and

**WHEREAS**, at a special election of the Town held on September 12, 2000, a majority of the voters approved an advisory question instructing the Board of Trustees to consider for adoption an ordinance requiring certain annexations to be submitted to the voters for approval; and

**WHEREAS**, the Town desires to supplement the procedural requirements of the Act to require voter approval of certain annexations.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF LYONS, BOULDER COUNTY, COLORADO, THAT:**

**Section 1.** A new section 9-18-18 of the Lyons Municipal Code is hereby adopted to read in full as follows:

**9-18-18: Annexations to be Approved by Voters.**

- (A) No ordinance annexing property into the Town of Lyons shall be effective unless and until the ordinance is referred to the registered electors of the Town of Lyons, at a regular or special election, and such ordinance is approved by a majority of the registered electors voting thereon.
- (B) The following annexations shall be exempt from this section 9-18-18:
- (1) Any annexation of property owned by the Town of Lyons.
  - (2) Any annexation of property smaller than 5 acres in size; provided that simultaneous or serial annexations of two or more properties that together comprise a parcel of 5 or more acres in size shall not be exempt from this section 9-18-18.
  - (3) Any annexation for which an annexation petition is both submitted to the Town Clerk prior to January 1, 2001 and the petition is found by the Board of Trustees on or before March 30, 2001, to be in substantial compliance with the Colorado Municipal Annexation Act in accordance with C.R.S. §§ 31-12-107(1) or 31-12-107(2), as applicable.

- (C) The applicant for an annexation that is subject to an election pursuant to this section shall pay the reasonable costs and expenses incurred by the Town in the calling, preparation, and conduct of the election. At the time of submission of a petition for an annexation that is subject to an election in accordance with this section, the applicant shall deliver to the Town an adequate monetary deposit, in an amount determined by the Town Clerk, to secure the applicant's full payment of the Town's cost and expense associated with the election. Where the ballot includes other ballot issues or questions, the applicant for annexation shall pay a share of the election costs proportionate to the number of ballot issues or questions. In the event that funds deposited by the applicant exceed the Town's actual costs and expenses of the election, the Town shall promptly refund any remaining deposited funds to the applicant following a final accounting by the Town Clerk of the cost and expense of the election.
- (D) All elections held pursuant to this section shall be conducted in accordance with the applicable statutory provisions governing the Board of Trustee's submission of referred municipal ordinances to the registered electors of the Town of Lyons. The date of any election required by this section shall be subject to the discretion of the Board of Trustees.

Section 2. Severability. If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Ordinance will remain valid, it being the intent of the Town of Lyons that the provisions of this Ordinance are severable.

Section 3. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

**INTRODUCED AND PASSED ON FIRST READING THIS 18TH DAY OF DECEMBER, 2000.**

**INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED THIS 5th DAY OF MARCH, 2001.**

**TOWN OF LYONS, COLORADO**

  
Richard Hinshaw, Mayor

ATTEST:

  
Teresa G. Andrews, Town Clerk