Workshop 5:00 pm – 6:45 pm
UEB, Parks Budget and
Bid Review For Bohn Park

DRAFT AGENDA

TOWN OF LYONS

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

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. Reflective Moment Of Silence

III. Approval Of The Agenda

IV. Sgt. Bill Crist, Boulder County Sheriff's Office Report

V. Staff Reports (15 Min)

V.1. Grant Audit Update

V.1.a. CDBG-DR Storm Water Audit

V.1.b. Electric Rate Study Audit

V.2. Update On Community Disaster Loan

Documents:

COMMUNITY DISASTER LOAN COVER SHEET - FINAL.PDF

V.2.a. Ordinance 946

Documents:

ORD 946 - AUTHORIZING ELECTION TO APPROVE COMMUNITY DISASTER LOAN.PDF

VI. Audience Business

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

VII. Consent Agenda

VII.1. Resolution 2016-98 Cover Memo

Documents:

CHANGE ORDER UPDATE 29.63,64,65,66,70,88,89,96,104,107,111,112,113,114,115,116,117.PDF

VII.1.a. Resolution 2016-98 Krische Change Orders

Documents:

RESOLUTION-2016-98.PDF

VII.1.b. Resolution 2016-98 Krische Change Order Backup Documents

Documents:

SIGNED COP 29,63,64,65,66,66,70,88,89,96,104,107,111, 112, 113,114,115,116,117.PDF

VII.2. Ordinance 1005 - An Ordinance Amending Certain Sections Of Chapter 13 Of The Lyons Municipal Code Regulating Connections To Town Utilities For Accessory Dwelling Units

Documents:

ORD. 1005 - COVER MEMO FINAL.PDF

VII.2.a. Ordinance 1005

Documents:

ORD.1005- AMENDING CERTAIN SECT OF CHAP 13 OF LYONS MUNI CODE REGULATING CONNECTIONS TO TOWN UTILITIES FOR ACCESSORY DWELLING UNITS FINAL.PDF

VII.3. Ordinance 1006 - Amending Certain Sections Of Chapter 16 Of The Lyons Municipal Code Regulating Accessory Dwelling Units And Concerning The Zoning Amendment Process

Documents:

ORD. 1006 - COVER SHEET FINAL.PDF

VII.3.a. Ordinance 1006

Documents:

ORD. 1006-AMENDING CERTAIN SECT OF CH. 16 OF THE LYONS MUNICIPAL CODE REGULATING ACCESSORY DWELLING UNITS AND ZONING AMENDMENT PROCESS FINAL.PDF

VII.3.b. Resolution 2016-PCDC-1

Documents:

RESOLUTION 2016-PCDC-1.PDF

VII.4. Ordinance 1007 - Amending Chapter 13 Of The Lyons Municipal Code To Add A New Article 6 Entitled "Backflow Prevention And Cross-Connection Control Program"

Documents:

ORD 1007-COVER SHEET FINAL.PDF

VII.4.a. Ordinance 1007

Documents:

ORD 1007- AMENDING CH 13 OF THE LMC ADDING ARTICLE 6 ENTITLED BBCCC PROGRAM FINAL.PDF

VII.4.b. Ord 1007 - CDPHE Regulations FINAL

Documents:

ORD 1007-CDPHE REGULATIONS FINAL.PDF

VII.4.c. Ord 1007 - UEB Mintues Sept 7 2016

Documents:

ORD 1007-UEB MINUTES SEPT 7 2016 FINAL.PDF

VII.5. Resolution 2016-100 - Cover Page

Documents:

RESOLUTION 2016-100-COVER MEMO FINAL.PDF

VII.5.a. Resolution 2016-100 - Approving A Contract Amendment With Duran Excavating, Inc.

Documents:

RESOLUTION 2016-100.PDF

VII.5.b. Resolution 2016-100 - First Amendment To Duran Construction Agreement

Documents:

RESOLUTION 2016-100-FIRST AMENDMENT TO DURAN CONSTRUCTION AGREEMENT.PDF

VII.5.b.i. Resolution 2016-100 - Exhibit A To Contract Amendment

Documents:

RESOLUTION 2016-100-EXHIBIT A TO DURAN CONTRACT AMENDMENT FINAL.PDF

VII.6. Resolution 2016-102, A Resolution Authorizing A Professional Services Agreement With Smith Environmental And Engineering For Environmental Consulting Services

Documents:

RESOLUTION 2016-102- COVER MEMO FINAL (2).PDF

VII.6.a. Resolution 2016-102

Documents:

RESOLUTION 2016-102- AUTHORIZING A PROFESSIONAL SVS AGREEMENT W SMITH ENVIRONMENTAL AND ENGINEERING FOR ENVIRONMENTAL CONSULTING SVS FINAL.PDF

VII.6.b. Resolution 2016-102 - Contract

Documents:

RESOLUTION 2016-102-CONTRACT FINAL.PDF

VII.6.c. Resolution 2016-102 - Smith Proposal

Documents:

RESOLUTION 2016-102-SMITH PROPOSAL FINAL.PDF

VII.7. November 2016 Accounts Payable

Documents:

BOT PAYABLES 112116.XLSX

VIII. General Business

VIII.1. Resolution 2016-99, Approving A Professional Services Agreement With Charles Abbott Associates, Inc. For Building Services

Documents:

RESOLUTION 2016-99-COVER LETTER FINAL (2).PDF

VIII.1.a. Resolution 2016-99

Documents:

RESOLUTION 2016-99, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING SERVICES FINAL.PDF

VIII.1.b. Resolution 2016-99 - Professional Services Agreement

Documents:

RESOLUTION 2016-99- PROF SERVICE AGREEMENT FINAL.PDF

VIII.2. Resolution 2016-101 - Cover Sheet

Documents:

RESOLUTION 2016-101 -COVER LETTER FINAL.DOCX

VIII.2.a. Resolution 2016-101 - Accepting The Draft Lyons Primary Planning Area Master Plan And Directing Town Staff To Schedule A Planning And Community Development Commission Public Hearing To Consider Formal Adoption Of The LPPA Master Plan

Documents:

RESOLUTION 2016-101-ACCEPTING INITIAL DRAFT LPPA MASTER PLAN FINAL.PDF

VIII.2.b. Lyons Primary Planning Area Master Plan DRAFT

Documents:

FINAL LPPA MASTER PLAN DRAFT.PDF

VIII.3. Resolution 2016-104 - Approving A Contract Amendment For Town Of Lyons DOLA Staffing Assistance Grant (EAIF #7640)

Documents:

RESOLUTION 2016-104-COVER SHEET FINAL.PDF

VIII.3.a. Resolution 2016-104

Documents:

RESOLUTION 2016-104-DOLA STAFFING 7460 EXTENTION AMENDMENT FINAL.PDF

VIII.4. Discussion/Direction Concerning Marijuana Sales Tax Rate For 2017

Documents:

MARIJUANA SALES TAX DISCUSSION COVER SHEET FINAL.PDF

VIII.4.a. Ordinance 953

Documents:

ORD 953 - AUTHORIZING ELECTION TO APPROVE MARIJUANA TAX RATES.PDF

VIII.4.a.i. Ordinance 953 - Exhibit A Election IGA 2014

Documents:

ORD 953 - EXHIBIT A ELECTION IGA 2014.PDF

IX. Items Removed From The Consent Agenda

X. Trustee Reports

XI. Summary Of Action Items

XII. Adjournment

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

Agenda Item No: V-2
Meeting Date: November 21, 2016

Subject: Update on Community Disaster Loan – Ordinance 946

Presenter: Tony Cavalier, Finance Director

Background:
The attached Ordinance 946 was passed by the Board of Trustees on second reading on February 3, 2014.

The question was then put before the Town of Lyons at the April 8, 2016 Regular Election.

The question passed with 750 voting yes and 37 voting no.

Finance Director Cavalier will provide more information on the Community Disaster Loan at the BOT meeting Monday, November 21, 2016

TOWN OF LYONS, COLORADO
ORDINANCE NO. 946

AN ORDINANCE SUBMITTED TO THE REGISTERED ELECTORS OF THE TOWN OF LYONS AT THE REGULAR ELECTION TO BE HELD ON TUESDAY THE FIRST DAY OF APRIL 2014, THE QUESTION " SHALL THE TOWN OF LYONS DEBT BE INCREASED BY A MAXIMUM OF $995,000 WITH A REPAYMENT COST OF $995,000 PLUS INTEREST (BALLOON PAYMENT BASED ON A 5 YEAR TREASURY NOTE AT TIME OF LOAN) WITH THE POSSIBILITY THAT UP TO 100% OF THE LOAN WILL BE FORGIVEN AFTER THREE YEARS BASED ON 2014-2016 AGGREGATE REVENUE LOSSES (WITHOUT INCREASING ANY EXISTING TAX RATES OR IMPOSING ANY NEW TAX) FOR THE PURPOSE OF SECURING A LOAN OR OTHER DEBT INSTRUMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) COMMUNITY DISASTER LOAN FUND PROGRAM TO PAY COSTS OF MUNICIPAL OPERATIONS AND MAINTENANCE IMPACTED BY THE FLOODING DISASTER DECLARED IN SEPTEMBER 2013; AND SHALL SUCH DEBT BE PAYABLE FROM THE TOWN'S AVAILABLE REVENUES WITH SUCH TERMS AND CONDITIONS AS THE TOWN BOARD MAY DETERMINE; AND SHALL THE PROCEEDS OF SUCH LOAN AND THE ISSUANCE OF SUCH DEBT BE AUTHORIZED WITHOUT LIMITATION OF ANY APPLICABLE REVENUE OR DEBT LIMITATIONS UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION (TABOR) OR ANY OTHER LAW?"

WHEREAS, the Town of Lyons, Colorado (the "Town"), is a municipal corporation duly organized and operating as a statutory municipality under the Constitution and laws of the State of Colorado (the "State"); and

WHEREAS, Article X, Section 20 of the Constitution of the State of Colorado requires that the Town have voter approval in advance for the creation of any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever; and

WHEREAS, on April 1, 2014, the Town of Lyons will hold its regular general election; and

WHEREAS, the Town and its residents suffered significant property damage and losses in the Front Range Flood of September 2013, and the recovery from that event will continue for years to come; and

WHEREAS, the Town has an opportunity to secure a loan or other debt instrument from the Federal Emergency Management Agency (FEMA) to pay certain costs of operations and maintenance resulting from the Flood; but requires voter approval to incur such debt pursuant to Article X, Section 20 of the Constitution; and

WHEREAS, pursuant to the criteria for ballot titles set forth in Section 31-11-111, C.R.S., in fixing this ballot title the Board finds that the title set forth herein is not misleading, clearly identifies the effect of a "yes" or "no" vote, does not conflict with the title of any other measure that will appear on the ballot, and correctly and fairly expresses the true intent and

meaning of the measure; and

WHEREAS, the Board desires to submit the ballot issue to the Town electors at the April 1, 2014 regular general election.

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

Section 1. Calling the Election. An election shall be held on Tuesday, April 1, 2014, at which there shall be submitted to the eligible electors of the Town a ballot issue authorizing debt, which ballot issue shall be in substantially the following form:
" SHALL THE TOWN OF LYONS DEBT BE INCREASED BY A MAXIMUM OF $995,000 WITH A REPAYMENT COST OF $995,000 PLUS INTEREST (BALLOON PAYMENT BASED ON A 5 YEAR TREASURY NOTE AT TIME OF LOAN) WITH THE POSSIBILITY THAT UP TO 100% OF THE LOAN WILL BE FORGIVEN AFTER THREE YEARS BASED ON 2014-2016 AGGREGATE REVENUE LOSSES (WITHOUT INCREASING ANY EXISTING TAX RATES OR IMPOSING ANY NEW TAX) FOR THE PURPOSE OF SECURING A LOAN OR OTHER DEBT INSTRUMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) COMMUNITY DISASTER LOAN FUND PROGRAM TO PAY COSTS OF MUNICIPAL OPERATIONS AND MAINTENANCE IMPACTED BY THE FLOODING DISASTER DECLARED IN SEPTEMBER 2013; AND SHALL SUCH DEBT BE PAYABLE FROM THE TOWN'S AVAILABLE REVENUES WITH SUCH TERMS AND CONDITIONS AS THE TOWN BOARD MAY DETERMINE; AND SHALL THE PROCEEDS OF SUCH LOAN AND THE ISSUANCE OF SUCH DEBT BE AUTHORIZED WITHOUT LIMITATION OF ANY APPLICABLE REVENUE OR DEBT LIMITATIONS UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION (TABOR) OR ANY OTHER LAW?"

Section 2. Setting Ballot Title and Content. For purposes of Section 31-11-111, C.R.S. and Section 1-11-203.5 C.R.S., this Ordinance shall serve to set the title and content of the ballot issue set forth herein and the ballot title for such question shall be the text of the question itself. Any petition to contest the form or content of the ballot title may be filed with the District Court and a copy served on the Town Clerk within five days after the title of the ballot issue is set by the Board of Trustees upon adoption of this Ordinance.

Section 3. Conduct of Election. The officers and employees of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance and the holding of a coordinated election on April 1, 2014. The Town Clerk shall be the Designated Election Official for the Town in connection with the election.

Section 4. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town of Lyons and the inhabitants thereof.

Section 5. Severability. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or applications of this Ordinance are not determined by the court to be inoperable. The Board of Trustees declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, despite the fact that any one or more section, subsection, sentence, clause, phrase, or portion would be declared invalid or unconstitutional.

INTRODUCED AND PASSED ON FIRST READING THIS 21st DAY OF JANUARY 2014.

ADOPTED, APPROVED AND ORDERED PUBLISHED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS MEETING HELD ON THE 3rd DAY OF February, 2014 .

TOWN OF LYONS, COLORADO

~~Julie Van Domelen, Mayor~~

Mayor Pro Tem
Kirk Udorich

ATTEST:

~~Debra K. Anthony, Town Clerk~~

Meeting Date: November 21, 2016

Subject: Meadow Park Phase II PW 20B1 Construction Change Order update

Background Information: In September of 2015 Krische Construction began flood recovery work in Lavern M. Johnson Park (formerly known as Meadow Park) to complete phase II construction of the park. As with any large construction project, the Town has incurred some add services/change orders to the original contract. Some of these changes have triggered credits due to value engineering or design modifications during the construction process. Others have led to additional charges for items that were added for various reasons to help make the park more functional or user-friendly, reduce operation/maintenance costs, enhance appearance, or solve public safety concerns. The most recent series of change orders is outlined below along with attached supporting documentation for each (change orders are received in sequential order but not all are processed as some are rejected or voided).

		CREDIT	ADD
Change Order #29	**Excavation of material for relocation of volleyball**		**$6,686**
Change Order #63	**Fire Hydrant Relocation**		**$2,013**
Change Order #64	**Add 16# Butterfly Valve**		**$4,576**
Change Order #65	**Add 24" Transfer Pipe Labor and Equipment**		**$5,767**
Change Order #66	**Add 24" Transfer Pipe Materials Only**		**$5,204**
Change Order #70	**Add 3" Domestic to Pump House**		**$22,114**
Change Order #88	**Additional Sod**		**$11,308**
Change Order #89	**Add Caulking at Perimeter of Spray Park**		**$1,355**
Change Order #96	**Replace Random Flagstone Credit**	**$1,660**	
Change Order #104	**Circle Drive Changes**	**$39,088**	
Change Order #107	**Re-location of storage and fencing**		**$2,547**
Change Order #111	**Credit for fencing stain**	**$435**	
Change Order #112	**Credit for fencing deletions**	**$366**	
Change Order #113	**Add Meter Yolk**		**$2,118**
Change Order #114	**Install Drain in Existing Restroom**		**$895**
Change Order #115	**Fencing Hidden Conditions**		**$2,732**
Change Order #116	**Additional Sod**		**$2,372**
Change Order #117	**Deleted hose bib at new restroom from COP #85**	**$1,743**	
	Total	**$43,292**	**$69,687**

The Meadow Park Phase II contract was approved for a not to exceed amount of $6,172,760. The Meadow Park project has the available funding to cover the above change orders within the PW budget. Change orders 1-7 totaled an additional $11,707, change orders 8-22A/B totaled $21,404,change orders 14,17,19,24,25 and 34 were an additional $8,193, change order 50 was an additional $21,336, change orders 18,21,23,28,31,36A,38.39,44,45,47,61,68,69,82 ,and 100 were a credit to the town of $7,940, change orders 46,48,49,52-54,67,73-76,78,83-87,97,98,101,102 totaled $41,504, change orders 30,36D,51,56,57,58,79,80,81,90,91,92,93,94,103,105,106,108,109,110 were $44,651 the current change orders are **$26,395** which to date brings the total of change orders for the entire project to $167,250.

This would bring the contract total to date to $6,340,010, except that this Resolution also accounts for one prior change order that was not correctly itemized. Change Order 11 was approved by a previous Resolution, but that approval did not include the cost of Change Order 11. Consequently, that amount, $2,401.00, is being added to the total in this Resolution, which is now $28,796, the net amount of all approved change orders is $169,651 and the total contract amount to date is $6,342,411.

Typical construction contracts allow for a 10% contingency. Currently the Meadow Park Phase II Project has used 2.6% contingency which is well below the budgeted amount. Below is the recap of Meadow Park funding.

Meadow Park Funding Sources	Amount
PW 20	$5,017,075
PW 35	$2,817,550
PW 20 Mitigation	$86,178
GOCO	$1,122,000
LCF	$10,000
Colorado Home and Garden	$15,000
CDPHE	$150,000
CIRSA	$288,978

Total Flood Recovery Funding for Meadow Park
$9,706,783

The Meadow Park Project is completed and all punch list items have been satisfied. The contractor and associated sub contractors are working on the as built drawings and putting together all of the warranty and manual materials for the features in the park.

The only outstanding change orders are the cost of delay, which is being reviewed by the town's legal department, and a change order for a pressure reducing valve that the final costs have not been agreed upon to date between the town and Krische Construction. Once these items have been finalized we will bring them to the board and process documentation for final project close out.

TOWN OF LYONS, COLORADO
RESOLUTION 2016-98

A RESOLUTION APPROVING CHANGE ORDERS 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, but also includes a contingency provision for the purpose of paying for 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, one of the previous resolutions approved a series of change orders on this project, which included Change Order 11, but the total cost of Change Order 11 was not included in the total paid for that project; consequently, the sum of $2,401.00, representing the total cost of Change Order 11, has been added to the total cost referenced in this Resolution; and

WHEREAS, Change Orders 29, 63, 64, 65,66, 70, 88, 89,96, 104, 107, 111,112, 113, 114, 115, 116 and 117 have now been presented to the Town, together with the $2,401.00 from Change Order 11, discussed above, comprised of additional charges of Sixty Nine Thousand Six Hundred Eighty Seven Dollars and No Cents ($69,687) and a credit of Forty-Three Thousand Two Hundred Ninety Two Dollars ($43,292.00), for a net additional cost of Twenty Eight Thousand Seven Hundred Ninety Six Dollars and No Cents ($28,796), which, if approved, will bring the total for all approved change orders on the Krische Contract to date to $169,651 ; and

WHEREAS, the additional costs for Change Orders 29, 63, 64, 65, 66, 70, 88, 89,96, 104, 107, 111,112, 113, 114, 115, 116 and 117 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 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 $28,796.

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 21st day of November 2016.

TOWN OF LYONS

By:_____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, MMC - Town Clerk

Meeting Date: November 21, 2016

Subject: Meadow Park Phase II PW 20B1 Construction Change Order update

Background Information: In September of 2015 Krische Construction began flood recovery work in Lavern M. Johnson Park (formerly known as Meadow Park) to complete phase II construction of the park. As with any large construction project, the Town has incurred some add services/change orders to the original contract. Some of these changes have triggered credits due to value engineering or design modifications during the construction process. Others have led to additional charges for items that were added for various reasons to help make the park more functional or user-friendly, reduce operation/maintenance costs, enhance appearance, or solve public safety concerns. The most recent series of change orders is outlined below along with attached supporting documentation for each (change orders are received in sequential order but not all are processed as some are rejected or voided).

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November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #29

When ASI #24 was released the volleyball pit increased in size which caused the contractor to excavate more material than was originally bid. The actual area of the pit plus the exterior area around the volleyball edge increased as well.

These costs are for the excavation, removal and haul off of the extra material for this work.

The additional costs were reviewed by the project manager, the design team and the town engineer and are industry standard for this scope of work.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 5.28.16
COP #: 29

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 ~~#20~~ #24, relocation of volley ball pit - remove sod and cut one foot
Add to remove and export new area of sod, increase the original cut, increase the size of the outer pit for cut and export

cost to not include any surveyor costs, concrete costs.

Value of this Request for Change: 6,686

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 5 28 16 Date

~~Architect:~~ Engineer XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX Suzanne Simmsen 11-16-16 Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 5.28.16
COP #: 29

Meadow Park Phase II
PROJECT

Per ASI #29, relocation of volley ball pit - remove sod and cut one foot
DESCRIPTOIN 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	4		65.00	260	0.00	0	0.00	0	260
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
	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				295		0		0	295
Overhead	10.00%								30
Profit	5.00%								15
Total of Work / Items by Krische									339
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
strip stockpile, topsoil and Sod	276	CYDS	4.77	1,317	0.00	0	0.00	0	1,317
cut outer sand pit 1' deep	41	CYDS	4.77	194	0.00	0	0.00	0	194
	0		0.00	0	0.00	0	0.00	0	0
export sod and cuts to bohn	375	CYDS	12.07	4,530	0.00	0	0.00	0	4,530
Add 13.36 LF of curb	13	LF	7.88	105	0.00	0	0.00	0	105
	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				6,146		0		0	6,146
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									6,146
Other Costs									
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%								33
Builders Risk Insurance	0.50%								33
Payment and Performance Bond	2.00%								134
Subtotal of Other Costs									201
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									201
TOTAL COST				6,441		0		0	6,686

RIPLEY DESIGN INC.

land planning ▪ landscape architecture ▪ urban design ▪ entitlement

Architects Supplemental Instructions #24
Meadow Park – Lyons, CO

From: Stephanie Van Dyken
Ripley Design, Inc.
419 Canyon Ave., Suite 200
Fort Collins, Colorado 80521
Phone: 970.224.5828

To: Wendy Trippel
Krische Construction

Date: 1/27/2016

ASI #24: East core re-design

Wendy,

Please see sheets L4.1, L5.1, L6.1 and L6.2 for the redesign of the east core area. The volleyball court moved, the swings were relocated to avoid an existing tree.

L4.1

- Tent sites were regraded slightly to avoid drops greater than 6" in most cases
- Finished Grade of play area was raised
- Spot grades added on concrete north of restroom to show swale
- Invert grades added along pvc pipe
- Piping through play areas adjusted
- Added TC to legend
- Adjusted contours slightly to stay away from existing trees
- Added stop grades in various locations for clarification

L5.1

- Moved volleyball, swings and corn hole, created dead-end walk at tree, straightened out south trail, removed south trail around existing tree
- Play area shifted slightly west
- Light pole locations moved slightly

L6.0

- Label on detail 4 was revised to state "where shown on plans"

L6.1

- Playground walls now are 6"-12" above grade and one stone was removed the entire length of the walls.

Revised landscape plans will be submitted in a future ASI.

*This list may not be inclusive of every change made.

Regards,
Stephanie Van Dyken, PLA

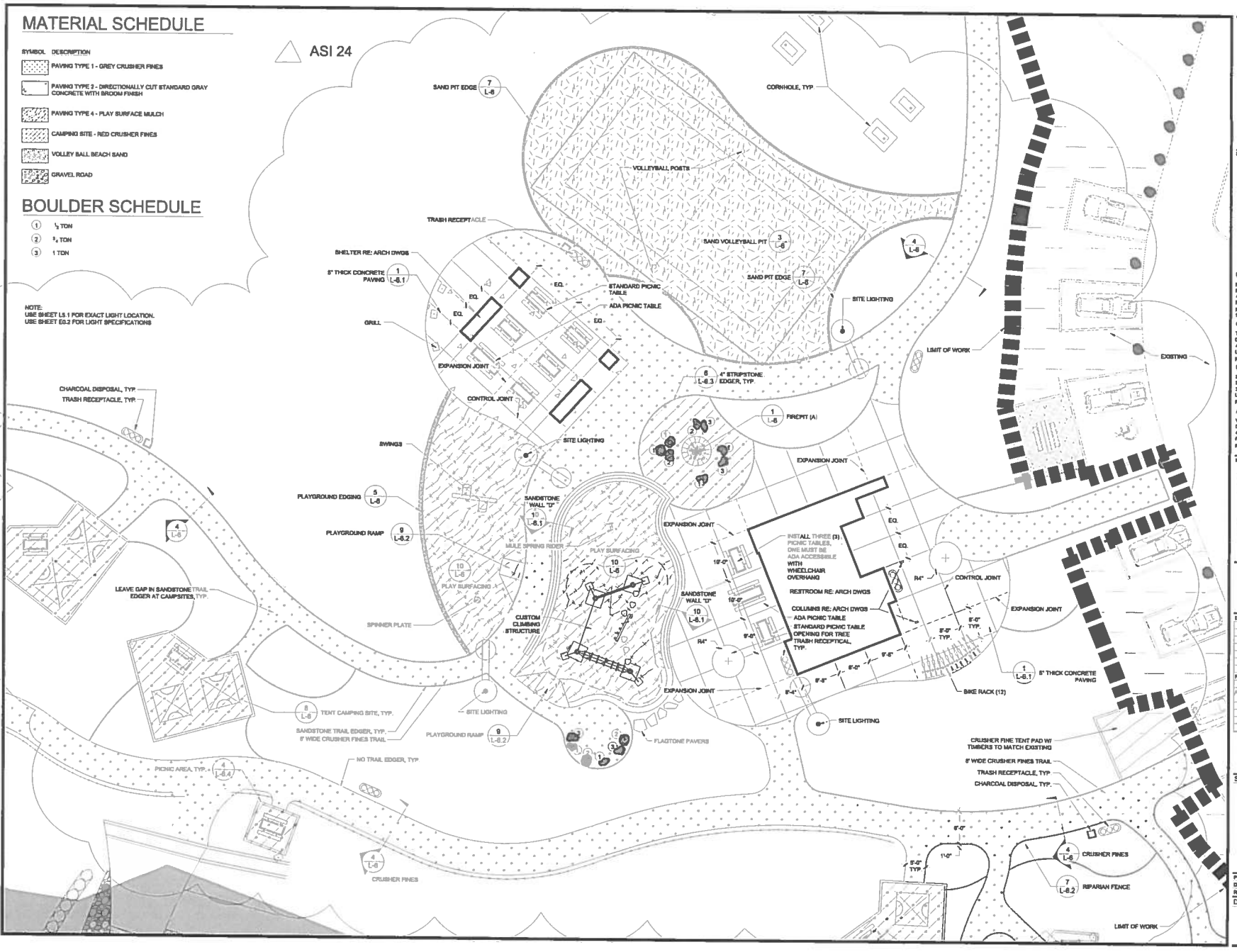
MATERIAL SCHEDULE

SYMBOL	DESCRIPTION
	PAVING TYPE 1 - GREY CRUSHER FINES
	PAVING TYPE 2 - DIRECTIONALLY CUT STANDARD GRAY CONCRETE WITH BROOM FINISH
	PAVING TYPE 4 - PLAY SURFACE MULCH
	CAMPING SITE - RED CRUSHER FINES
	VOLLEY BALL BEACH SAND
	GRAVEL ROAD

BOULDER SCHEDULE

1. ½ TON
2. ¾ TON
3. 1 TON

NOTE:
USE SHEET LS 1 FOR EXACT LIGHT LOCATION.
USE SHEET E0.2 FOR LIGHT SPECIFICATIONS



MEADOW PARK
PHASE 2 PW 20-B1

BID SET

LYONS, COLORADO

PREPARED BY:

RIPLEY DESIGN INC.

a land planning a landscape architecture a a urban design a entitlement a

419 Canyon Ave. Suite 200 Fort Collins, CO 80521
fax 970.224.1662 phone 970.224.3920 www.ripleydesigninc.com

LANDSCAPE ARCHITECT
RIPLEY DESIGN INC.
RUSS LEE
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
p. 970.224.1191
f. 970.224.1662

OWNER
TOWN OF LYONS
Dave Cosgrove
432 5th Avenue
Lyons, CO 80540
p. 303.632.6622

ENGINEER
S2O Design
Scott Shipley
318 McConnell Dr
Lyons, CO 80540
p. 720.318.8998

ARCHITECT
VFLA
Chris Aronson
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
p.970.224.1191

KEY MAP

ISSUED

No.	DESCRIPTION	DATE
1	BID SET	08/20/15

REVISIONS

No.	DESCRIPTION	DATE
ASI 24	CORE AREA REDESIGN	1/27/16

EAST CORE ENLARGEMENT

SEAL:

PROJECT No.: R14-080
DRAWN BY: BC, DS, SV
REVIEWED BY: RL

DRAWING NUMBER:

L-5.1

Plotted By: Brent Layout: EAST CORE ENLARGEMENT Printed On: 1/27/2016 8:21 PM File Name: L-5-4 MAIN ENTRY ENLARGEMENT.dwg

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #63

When the road in the back of Meadow Park was surveyed and staked the town made the decision to relocate the fire hydrant because it fit better in the location across the road and gave maintenance staff and emergency vehicles better access.

The area chosen for relocating the hydrant had some grading and elevation challenges so the simplest thing to solve the issue was to add a three foot riser and the hydrant would meet the grade needed for setting.

The town engineer and the project manager reviewed the costs for this scope of work and agree they meet industry standards.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

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

REQUEST FOR CHANGE PROPOSAL

revised

Date: 11.8.16
COP #: 63

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:
Due to fire hydrant relocation and elevation change it was necessary to add a 3 foot riser

Value of this Request for Change: 2,013

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 11 8 16 Date

~~Architect~~ Engineer: XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11-16-16 Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 11.8.16
COP #: 63

Meadow Park Phase II
PROJECT

Due to fire hydrant relocation and elevation change it was necessary to add a 3 foot riser
DESCRIPTOIN 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	3		65.00	195	0.00	0	0.00	0	195
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
	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				230		0		0	230
Overhead	10.00%								23
Profit	5.00%								12
Total of Work / Items by Krische									265
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
CAP Excavation	1		0.00	0	0.00	0	0.00	1,608	1,608
	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
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		1,608	1,608
Overhead	0.00%								0
Profit	5.00%								80
Total of Work / Items by Subcontractors									1,688
Other Costs									
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%								10
Builders Risk Insurance	0.50%								10
Payment and Performance Bond	2.00%								40
Subtotal of Other Costs									60
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									60
TOTAL COST				230		0		1,608	2,013

CAP
EXCAVATING & DEMOLITION

10759 COUNTY ROAD 7
LONGMONT, CO 80504

303-772-2279
303-772-0727 Fax
office@capexcavating.com

OUT OF SCOPE WORK

Date	Invoice #
5/27/2016	16-1535

Bill To

KRISCHE CONSTRUCTION

Project
MEADOW PARK, LYONS

Description	Quantity	Rate	Amount
FIRE HYDRANT RISER (ADD)			
MATERIALS" 3' RISER $1,143.30 PLUS 10%	1	1,257.63	1,257.63
LABOR: ~~$55.00~~ 40.00 PER HOUR x (2 LABORERS) = $~~110.00~~ 80.00 PER HOUR x 3 HOURS = $240.00	1	~~330.00~~ 240.00	~~330.00~~ $240.00
DELIVERY FEE: $110.00	1	110.00	110.00

THANKS FOR YOUR BUSINESS!

Total ~~$1,697.63~~

1607.63

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #64

The Lyons Ditch and the stream play feature in Meadow Park are both fed by the same water supply so in order for the town to shut one or the other off, if required ,we needed to add a butterfly valve to act as a by-pass line between the man holes. This was not included in the original bid so this was an additional cost.

The town engineer and the project manager reviewed the costs for this scope of work and agree they meet industry standards.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalieri Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 5.29.16
COP #: 64

Meadow Park Phase II
PROJECT

TOL- Sloane Nyslrom, 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 direction and design teams approval of proposed 16" butterfly valve, add one 16" butterfly valve, ditch by-pass line between man holes #2 and #3.

Value of this Request for Change: 4,576

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 5 29 16 Date

~~Architect~~ Engineer: XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX Victoria Simmsen 11-16-16 Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 5.29.16
COP #: 64

Meadow Park Phase II
PROJECT

Per owners direction and design teams approval of proposed 16" butterfly valve, add one 16" butterfly valve, ditch by-pass line between
DESCRIPTOIN 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	3		65.00	195	0.00	0	0.00	0	195
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
	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				230		0		0	230
Overhead	10.00%								23
Profit	5.00%								12
Total of Work / Items by Krische									265
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Territory Unlimited	1		0.00	0	0.00	0	0.00	3,976	3,976
	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
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		3,976	3,976
Overhead	0.00%								0
Profit	5.00%								199
Total of Work / Items by Subcontractors									4,175
Other Costs									
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%								23
Builders Risk Insurance	0.50%								23
Payment and Performance Bond	2.00%								92
Subtotal of Other Costs									137
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									137
TOTAL COST				230		0		3,976	4,576

cop # 64

16-inch butterfly valve, ditch by-pass line, between MH(s) #2 & #3

Manpower	Hourly	units	duration	
Superintendent, Truck Driver (CDL)	$67.01	1.0	2.5	$167.53
Foreman	$47.10	1.0	1.0	$47.10
Operator	$43.84	1.0	0.0	$0.00
Laborer, level 2	$38.95	1.0	1.0	$38.95
Laborer, level 1	$34.06	1.0	0.0	$0.00
			4.5	
Hydraulic Excavator				
Komatsu PC78 w/thumb	$35.45	1.0	0.0	$0.00
Komatsu PC150 w/thumb	$49.01	1.0	0.0	$0.00
Komatsu PC220 w/thumb	$74.66	1.0	0.0	$0.00
Komatsu PC308 w/thumb	$89.47	1.0	2.0	$178.94
Komatsu PC390 w/thumb	$105.53	1.0	0.0	$0.00
FE Loader				
Komatsu WA250	$41.71	1.0	0.0	$0.00
Komatsu WA320	$54.22	1.0	0.0	$0.00
Komatsu WA380	$73.41	1.0	0.0	$0.00
Miscellaneous, Owned				
Kenworth T800 Dble Axel Dump	$52.56	1.0	0.0	$0.00
Trail King TK50 trailer	$5.43	1.0	0.0	$0.00
Pickup truck	$13.41	1.0	2.5	$33.53
Miscellaneous, Rent	Weekly			
Material or Subcontractor	Unit cost	Qty		
bedding, free draining (ton)	$23.45	19.0	0.0	$0.00
geotextile (sy)	$0.65	78.0	0.0	$0.00
Carson 910 valve box/cover (HD Supply)	$26.05	1.0	1.0	$26.05
16-inch butterfly valve (HD Supply)	~~$3,518.97~~	1.0	1.0	~~$3,518.97~~
SEE A MCLIKEN → 3,167.07 x 10% = $316.70				3,483.78
				~~$4,011.06~~
				$3,975.88

HDSUPPLY WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	F462281
Invoice Date	5/05/16
Account #	127410
Sales Rep	CHASITY MCGUIRE
Phone #	303-394[illegible]
Branch # 518	Henderson, CO
Total Amount Due	$3,167.07

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

140 1 MB 0.419 E0086X I0134 D1725642067 P3260581 0001:0001

TERRITORY UNLIMITED, INC.
3054 S COUNTY ROAD 13
LOVELAND CO 80537-8711

Shipped to:
601 PARK DRIVE
BRENT 303.961.8205
LYONS, CO

CUSTOMER JOB- MEADOWS MEADOW PARK

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via
4/29/16	5/04/16	SEE BELOW	MEADOW PARK	MEADOWS		OUR TRUCK

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
	CUSTOMER PO#- BUTTERFLY VALVE						
616B321123E	16 B3211-23 MJ BFV OL W/EPOXY	1	1		2689.13000	EA	2,689.13
1AMF8162016PV	16 EBAA MEGALUG F/C900 2016PV	2	2		199.12000	EA	398.24
1AMF716MLA	16 MEGALUG ACC KIT L/GLAND	2	2		39.85000	EA	79.70

Invoices by Email
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- Save trees.
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Sign up under the Online Services menu option and find out about a host of other online advantages!

HDSUPPLY WATERWORKS
Local Knowledge
Local Experience
Local Service, Nationwide

Freight	Delivery	Handling	Restock	Misc.		
					Subtotal:	3,167.07
					Other:	0.00
					Tax:	0.00
					Invoice Total:	$3,167.07

Terms: NET 30

Ordered By:

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

:0001

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #65

Due to the fact that there were existing trees in line with the location of the 24" transfer pipe we had to re align the pipe and add an additional 90 degree bend in order to avoid digging in or around the trees that have already been under a great deal of stress from the flood. This work was additional to the original scope of work but necessary to protect the large trees.

The town engineer and the project manager reviewed the costs for this scope of work and agree they meet industry standards.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalucci Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 5.29.16
COP #: 65

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: 24" Transfer Pipe realignment LABOR AND EQUIPMENT ONLY
As discussed and documented in multiple OAC meetings, due to existing conflicts it was necessary to realign the 24" transfer pipe adding labor and materials.

The Water Feature Delivery Design as shown on WF-1 shows a direct shot from MH#3 to the existing concrete box where the new ditch transfer pipe connected. The alignment mainly changed due to the location of existing trees. We were directed to add pipe and utilize additional 90 degree bend.

THIS COP INCLUDED LABOR AND EQUIPMENT ONLY.

Value of this Request for Change: 5,767

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 5 29 16 Date

~~Architect:~~ Engineer XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11-16-16 Date

KRISCHE CONSTRUCTION

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

REQUEST FOR CHANGE PROPOSAL

Date: 5.29.16
COP #: 65

Meadow Park Phase II
PROJECT

As discussed and documented in multiple OAC meetings, due to existing conflicts it was necessary to realign the 24" transfer pipe adding
DESCRIPTOIN 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
	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				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
Total of Work / Items by Krische									190
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Territory Unlimited	1		0.00	0	0.00	0	0.00	5,147	5,147
	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
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		5,147	5,147
Overhead	0.00%								0
Profit	5.00%								257
Total of Work / Items by Subcontractors									5,404
Other Costs									
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%								29
Builders Risk Insurance	0.50%								29
Payment and Performance Bond	2.00%								115
Subtotal of Other Costs									173
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									173
TOTAL COST				165		0		5,147	5,767

TERRITORY VARIANCE

Meadow Park - 24"pvc w/ftg

Manpower	Hourly	units	duration	
Superintendent, Truck Driver (CDL)	$67.01	1.0	10.0	$670.10
Foreman	$47.10	1.0	20.0	$942.00
Operator	$43.84	1.0	20.0	$876.80
Laborer, level 2	$38.95	1.0	5.0	$194.75
Laborer, level 1	$34.06	1.0	5.0	$170.30
			60.0	
Hydraulic Excavator				
Komatsu PC78 w/thumb	$35.45	1.0	7.5	$265.88
Komatsu PC150 w/thumb	$49.01	1.0	0.0	$0.00
Komatsu PC220 w/thumb	$74.66	1.0	0.0	$0.00
Komatsu PC308 w/thumb	$89.47	1.0	18.0	$1,610.46
Komatsu PC390 w/thumb	$105.53	1.0	0.0	$0.00
FE Loader				
Komatsu WA250	$41.71	1.0	0.0	$0.00
Komatsu WA320	$54.22	1.0	1.5	$81.33
Komatsu WA380	$73.41	1.0	0.0	$0.00
Miscellaneous, Owned				
Kenworth T800 Dble Axel Dump	$52.56	1.0	0.0	$0.00
Trail King TK50 trailer	$5.43	1.0	0.0	$0.00
Pickup truck	$13.41	1.0	25.0	$335.25
			→	$5146.87 COP 65
Miscellaneous, Rent	Weekly			
Wacker Dumper	$1,343.44	1.0	0.0	$0.00
Double Axel Hyd Dump Trailer	$499.83	1.0	0.0	$0.00
Komatsu PC55 w/thumb Mini Exc	$1,468.23	1.0	0.0	$0.00
deliver/return *included above	$234.56	1.0	0.0	$0.00
Single Axle Dump(min rent)	$562.59	1.0	0.0	$0.00
squeege, tons, delivered	$12.52	30.0	1.0	$375.60
24-inch c905 PVC Pipe	$50.74	40.0	1.0	$2,029.60
24-inch mj 90 bend	$1,432.00	1.0	1.0	$1,432.00
24-inch megalug assy	$416.10	2.0	1.0	$832.20
				$9,816.27

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #66

Due to the fact that there were existing trees in line with the location of the 24" transfer pipe we had to re align the pipe and add an additional 90 degree bend in order to avoid digging in or around the trees that have already been under a great deal of stress from the flood. This work was additional to the original scope of work but necessary to protect the large trees.

The town engineer and the project manager reviewed the costs for this scope of work and agree they meet industry standards.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 5.29.16
COP #: 66

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
c.c.

Detailed description of Change Request: 24" Transfer Pipe realignment MATERIALS ONLY
As discussed and documented in multiple OAC meetings, due to existing conflicts it was necessary to realign the 24" transfer pipe adding labor and materials.

The Water Feature Delivery Design as shown on WF-1 shows a direct shot from MH#3 to the existing concrete box where the new ditch transfer pipe connected. The alignment mainly changed due to the location of existing trees. We were directed to add pipe and utilize additional 90 degree bend.

THIS COP INCLUDES MATERIALS ONLY

Value of this Request for Change: 5,204

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 5 29 16 Date

Engineer ~~Architect~~: XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11-16-16 Date

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

REQUEST FOR CHANGE PROPOSAL

Date: 5.29.16
COP #: 66

Meadow Park Phase II
PROJECT

As discussed and documented in multiple OAC meetings, due to existing conflicts it was necessary to realign the 24" transfer pipe adding
DESCRIPTOIN OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT $	LABOR	UNIT $	MATERIAL	UNIT $	SUBCONTRACT/ OTHER	TOTAL
Work / Items by Krischo 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
	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				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
Total of Work / Items by Krischo									190
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Territory Unlimited	1		0.00	0	0.00	0	0.00	4,627	4,627
	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
	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		4,627	4,627
Overhead	0.00%								0
Profit	5.00%								231
Total of Work / Items by Subcontractors									4,858
Other Costs									
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%								26
Builders Risk Insurance	0.50%								26
Payment and Performance Bond	2.00%								104
Subtotal of Other Costs									156
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									156
TOTAL COST				165		0		4,627	5,204

TERRITORY UNLIMITED

Meadow Park - 24"pvc w/ftg

Manpower	Hourly	units	duration	
Superintendent, Truck Driver (CDL)	$67.01	1.0	10.0	$670.10
Foreman	$47.10	1.0	20.0	$942.00
Operator	$43.84	1.0	20.0	$876.80
Laborer, level 2	$38.95	1.0	5.0	$194.75
Laborer, level 1	$34.06	1.0	5.0	$170.30
			60.0	
Hydraulic Excavator				
Komatsu PC78 w/thumb	$35.45	1.0	7.5	$265.88
Komatsu PC150 w/thumb	$49.01	1.0	0.0	$0.00
Komatsu PC220 w/thumb	$74.66	1.0	0.0	$0.00
Komatsu PC308 w/thumb	$89.47	1.0	18.0	$1,610.46
Komatsu PC390 w/thumb	$105.53	1.0	0.0	$0.00
FE Loader				
Komatsu WA250	$41.71	1.0	0.0	$0.00
Komatsu WA320	$54.22	1.0	1.5	$81.33
Komatsu WA380	$73.41	1.0	0.0	$0.00
Miscellaneous, Owned				
Kenworth T800 Dble Axel Dump	$52.56	1.0	0.0	$0.00
Trail King TK50 trailer	$5.43	1.0	0.0	$0.00
Pickup truck	$13.41	1.0	25.0	$335.25
Miscellaneous, Rent	Weekly			
Wacker Dumper	$1,343.44	1.0	0.0	$0.00
Double Axel Hyd Dump Trailer	$499.83	1.0	0.0	$0.00
Komatsu PC55 w/thumb Mini Exc	$1,468.23	1.0	0.0	$0.00
deliver/return *included above	$234.56	1.0	0.0	$0.00
Single Axle Dump(min rent)	$562.59	1.0	0.0	$0.00

	squeege, tons, delivered	$12.52	30.0	1.0	$375.60
COP 66	24-inch c905 PVC Pipe	$50.24	40.0	1.0	$2,009.60 LINE #20
	24-inch mj 90 bend	$1,417.68	1.0	1.0	$1,417.68 LINE #40
	24-inch megalug assy	$411.94	2.0	1.0	$823.88 LINES #'s 50 & 60

$4,626.76

n Date 3/18/16 HD SUPPLY WATERWORKS, LTD. Entered by: ZCM

TERRITORY UNLIMITED, INC.
3054 S COUNTY ROAD 13
LOVELAND CO 80537
Telephone: 970-667-8377
Fax: 970-667-8377

DENVER CO
9451 Yosemite St
Henderson CO 80640
Telephone: 303-394-0004
Fax: 303-394-4450

3/18/16 Bid ID: 4496527 MEADOWS ADDITION Page 1

ine	Quantity	Sell Per	Description	Net Price	Extended Price
*20	40	FT	24 C905 DR25 PVC PIPE (G) MARKINGS PC165	45.67	1,826.80
*40	1	EA	24 MJ 90 BEND C/L CP DI C153	1,288.80	1,288.80
*50	2	EA	24 MEGALUG F/C900/IPS 2024PV EBAA	326.20	652.40
*60	2	EA	24 MEGALUG ACC KIT L/GLAND (I) IMPORT	48.29	96.58
~~80~~	~~20~~	~~FT~~	~~18 ADS N12 F2648 WT PIPE SOLID~~	~~13.63~~	~~272.60~~
~~100~~	~~20~~	~~FT~~	~~12 SDR21 PR200 PVC PIPE(G)BLUE~~	~~14.84~~	~~296.80~~
120	1	EA	12 PVC S40 90 HXH 406-120	582.72	582.72
~~130~~	~~1~~	~~EA~~	~~12X10 PVC S40 RED BUSH 437-670~~ FTGXS REDUCING BUSHING	~~468.00~~	~~468.00~~

Subtotal: 5,484.70

Tax: .00

Bid Total: 5,484.70

November 11, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #70

The town needed the ability to run the irrigation off of potable water in the event the river feed was low or was not accessible so this request for change was adding a 3" water line for that potable feed.

This was not in the original plan or design but necessary for the future function and maintenance of the park for water needs.

These prices were reviewed and the town had requested a reduction in hourly rates for the laborer and the use of the generator on site. We received the adjusted numbers and approved the final costs based on industry prices for the materials and the labor work in the scope.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalucci Finance Director
11/16/16

KRISCHE CONSTRUCTION

605 Weaver Park Road / P.O. Box 419
Longmont, CO 80501-0419
P. 303-776-7843/ F. 303-776-9598

REQUEST FOR CHANGE PROPOSAL

Revised

Date: 11.8.16
COP #: Revised # 70

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 #37, add temporary water supply/potable refill- 3" domestic water line to pump house.

pricing does not include portion of ASI #37 for interior scope of work noted, pricing if for water line install to within 5' of pump house.

Value of this Request for Change: 22,114

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 11 8 16 Date

~~Architect~~ Engineer: XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11-16-16 Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 11.8.16
COP #: Revised # 70

Meadow Park Phase II
PROJECT

Per ASI #37, add temporary water supply/potable refill- 3" domestic water line to pump house.
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	3		65.00	195	0.00	0	0.00	0	195
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
	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				230		0		0	230
Overhead	10.00%								23
Profit	5.00%								12
Total of Work / Items by Krische									265
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
CAP	1		0.00	0	0.00	0	0.00	20,177	20,177
	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
	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		20,177	20,177
Overhead	0.00%								0
Profit	5.00%								1,009
Total of Work / Items by Subcontractors									21,186
Other Costs									
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%								111
Builders Risk Insurance	0.50%								111
Payment and Performance Bond	2.00%								442
Subtotal of Other Costs									663
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									663
TOTAL COST				230		0		20,177	22,114

ASI #37

INVOICE

Date	Invoice #
7/21/2016	16-1737

CAP EXCAVATING & DEMOLITION
10759 COUNTY ROAD 7
LONGMONT, CO 80504

303-772-2279
303-772-0727 Fax
office@capexcavating.com

RECEIVED
JUL 25 2016
By

Bill To
KRISCHE CONSTRUCTION

Project Name/Number

Cost Code CO# AMT

Cost Code CO# AMT

Cost Code CO# AMT

M S C Retention Y N Total

Project: MEADOW PARK, LYONS

Description	Qty	Rate	Amount
TIME LABOR			
TAPPING 8" LINE, INSTALLING TAPPING SADDLE TO CURBSTOP			
6/21/16 TUESDAY			
6/21/16 JD 50 MINI EX	8	125.00	1,000.00
6/21/16 544 LOADER	3	200.00	600.00
6/21/16 GEN SET (DEWATERING)	4 ~~8~~	110.00	440.00 ~~880.00~~
6/21/16 GAS	4	4.00	16.00
6/21/16 2" PUMP	8	5.00	40.00
6/21/16 3" PUMP	8	5.00	40.00
6/21/16 FOREMAN	9	75.00	675.00
6/21/16 LABOR (JAVIER)	7	40.00 ~~55.00~~	280.00 ~~385.00~~
6/21/16 LABOR (STEVE)	5	40.00 ~~55.00~~	200.00 ~~275.00~~
TOTAL: ~~$3,911.00~~ $3,291.00			
EXPOSE VALVE AT 8" MAIN			
7/7/16 THURSDAY			
7/7/16 JD 50 MINI EX	1	125.00	125.00
7/7/16 LABOR (JAVIER)	1	40.00 ~~55.00~~	40.00 ~~55.00~~
TOTAL: ~~$180.00~~ 165.00			
TRENCHING OF 3" WATER LINE TO PUMP STATION			
7/8/16 FRIDAY			
7/8/16 JD 85 MID SIZE EXC	8.5	195.00	1,657.50
7/8/16 544 LOADER	4.5	200.00	900.00
7/8/16 LABOR (STEVE)	4	40.00 ~~55.00~~	160.00 ~~220.00~~
7/8/16 LABOR (JAVIER)	8.5	40.00 ~~55.00~~	340.00 ~~467.50~~
7/8/16 LABOR (GATO)	8.5	40.00 ~~55.00~~	340.00 ~~467.50~~
7/8/16 JD 50 MINI EX WITH COMPACTOR	5	150.00	750.00
7/8/16 FOREMAN	8.5	75.00	637.50
7/8/16 TANDEM TO IMPORT CHIPS	4	85.00	340.00
TOTAL: ~~$5,440.00~~ 5,125.00			
FINISH TRENCHING TO VALVE			
7/9/16 SATURDAY			

THANKS FOR YOUR BUSINESS!

Total

INVOICE

Date	Invoice #
7/21/2016	16-1737

CAP EXCAVATING & DEMOLITION
10759 COUNTY ROAD 7
LONGMONT, CO 80504

303-772-2279
303-772-0727 Fax
office@capexcavating.com

Bill To

KRISCHE CONSTRUCTION

Project

MEADOW PARK, LYONS

Description	Qty	Rate	Amount
7/9/16 JD85 MID SIZE EXC	4	195.00	780.00
7/9/16 544 LOADER	4	200.00	800.00
7/9/16 LABOR (JAVIER)	4	40.00 ~~55.00~~	160.00 ~~220.00~~
7/9/16 LABOR (GATO)	4	40.00 ~~55.00~~	160.00 ~~220.00~~
7/9/16 JD 50 MINI EX WITH COMPACTOR	4	150.00	600.00
7/9/16 WHEEL SKID STEER 175	4	125.00	500.00
TOTAL: ~~$3,120.00~~ 3,000.00			
DIG FOR VALVE/INSTALL VALVE AND 45 DEGREE TURN			
7/11/16 MONDAY			
7/11/16 JD 50 MINI EX	2.5	125.00	312.50
7/11/16 WHEEL SKIDSTEER 175	1	125.00	125.00
7/11/16 LABOR (JAVIER)	2.5	40.00 ~~55.00~~	100.00 ~~137.50~~
7/11/16 LABOR (GATO)	2.5	40.00 ~~55.00~~	100.00 ~~137.50~~
7/11/16 FOREMAN	1	75.00	75.00
7/11/16 544 LOADER (EXPORT)	6	200.00	1,200.00
7/11/16 TANDEM AXLE DUMP (EXPORT)	4	85.00	340.00
TOTAL: ~~$2,327.50~~ 2252.50			
TOTAL TIME: ~~$14,978.50~~ 13,833.50			
MATERIALS (3" W/L BRASS COMPONENTS			
6/13/16 MONDAY			
6/13/16 2" TAPPING SADDLE $149.61 EACH PLUS MARKUP $14.96	1	164.57	164.57
6/13/16 2" x 12" BRASS NIPPLES 38.99 EACH PLUS MARKUP 3.90	3	42.89	128.67
6/13/16 2" BRASS 90 EL $22.64 EACH PLUS MARKUP $2.26	3	24.90	74.70
6/13/16 2" x 54" BRASS NIPPLE $250.00 EACH PLUS MARKUP $25.00	1	275.00	275.00
6/13/16 CURBSTOP $221.94 EACH PLUS $22.19	1	244.14	244.14
6/13/16 3" x 2" ADAPTER $61.56 EACH PLUS MARKUP $6.16	1	67.72	67.72
6/13/16 5' CURB BOX $39.43 EACH PLUS MARKUP $3.94	1	43.37	43.37
6/13/16 DELIVERY FEE	1	125.00	125.00
TOTAL: $1,123.17			

THANK YOU FOR YOUR BUSINESS!

Total

INVOICE

Date	Invoice #
7/21/2016	16-1737

CAP EXCAVATING & DEMOLITION
10759 COUNTY ROAD 7
LONGMONT, CO 80504

303-772-2279
303-772-0727 Fax
office@capexcavating.com

Bill To

KRISCHE CONSTRUCTION

Project

MEADOW PARK, LYONS

Description	Qty	Rate	Amount
3" PIPE AND FITTINGS			
6/28/16 TUESDAY			
6/28/16 3" SCH 80 PVC $2.84 PER LF PLUS MARKUP .28 LF	340	3.12	1,060.80
6/28/16 3" DI COUPLING $73.89 EACH PLUS MARKUP $7.39 EACH	13	81.28	1,056.64
6/28/16 3" JOINT RESTRAINT $42.93 EACH PLUS MARKUP $4.29 EACH	32	47.22	1,511.04
6/28/16 3" 45 ELBOW RESTRAINED DI $105.39 EACH PLUS MARKUP $10.54	3	115.93	347.79
6/28/16 3" 22 DEGREE ELBOW $48.39 EACH PLUS MARKUP $4.84	4	53.23	212.92
6/28/16 WELD ON SEAL GASKET $7.24 EACH PLUS MARKUP 0.72	1	7.96	7.96
6/28/16 DELIVERY FEE	1	125.00	125.00
TOTAL: $4,322.15			
3" GATE VALVE AND QUICK COUPLER			
7/8/16 FRIDAY			
7/8/16 3" GATE VALVE $344.00 EACH PLUS MARKUP $34.40	1	378.40	378.40
7/8/16 QUICK COUPLER 1" $68.40 EACH PLUS MARKUP $6.84	1	75.24	75.24
7/8/16 SWING JOINT PVC 1" $25.85 EACH PLUS MARKUP $2.59	1	28.44	28.44
7/8/16 SCH 80 STEEL $4.34 EACH PLUS MARKUP $0.43 EACH	1	4.77	4.77
7/8/16 PVC TEE 3"x3"x1" $7.23 EACH PLUS MARKUP $0.72 EACH	1	7.95	7.95
7/8/16 3"x1" DI TEE $72.75 EACH PLUS MARKUP $7.28 EACH	1	80.03	80.03
7/8/16 3" JOINT RESTRAINT $42.93 EACH PLUS MARKUP $4.29 EACH	2	47.22	94.44
7/8/16 STAINLESS STEEL CLAMP	2	0.00	0.00
7/8/16 VALVE BOX COVER $18.91 EACH PLUS $1.89 EACH	1	20.80	20.80
7/8/16 DELIVERY FEE	1	125.00	125.00
TOTAL: $815.07			
BEDDING			

THANKS FOR YOUR BUSINESS!

Total

INVOICE

Date	Invoice #
7/21/2016	16-1737

EXCAVATING & DEMOLITION
10759 COUNTY ROAD 7
LONGMONT, CO 80504

303-772-2279
303-772-0727 Fax
office@capexcavating.com

Bill To

KRISCHE CONSTRUCTION

Project

MEADOW PARK, LYONS

Description	Qty	Rate	Amount
7/8/16 FRIDAY 7/8/16 CHIPS (BEDDING) 43.05 TONS $1.75 PER TON PLUS MARKUP $0.18 TOTAL: $83.09 TOTAL MATERIALS: $6,343.48	43.05	1.93	83.09
			20,176.98

THANKS FOR YOUR BUSINESS

Total ~~$21,321.98~~

October 3, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #88

Due to changes in sewer line installations and the east core adjustments there were areas of Meadow Park that were impacted during construction that were to remain in the original plan. This change order reflects those sections that required additional sod.

The areas in question were calculated by the design team and are shown in the attached drawings. Unit costs for sod from the contract were used in the pricing for this scope of work.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalieri Finance Director
11/26/16

KRISCHE CONSTRUCTION

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

REQUEST FOR CHANGE PROPOSAL

REVISED

Date: 9.14.16
COP #: 88

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:

Add for Sod not shown on drawings as shown on attached highlighted plan sheet. Please see attachment "A" and "B"
add for Sod at sewer line install, Gas line install and new electrical install not shown on drawings.
add for Sod at original volley ball court area removed prior to revised volley ball court location.
Credit Sod for Volleyball Court relocation.

Value of this Request for Change: 11,308

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 9 14 16 Date

~~Architect~~ Engineer: XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11-16-16 Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 9.14.16
COP #: 88

Meadow Park Phase II
PROJECT

Add for Sod not shown on drawings as shown on attached highlighted plan sheet. Please see attachment "A" and "B"
DESCRIPTOIN 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	0		65.00	0	0.00	0	0.00	0	0
Superintendent	2.5		55.00	138	0.00	0	0.00	0	138
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
	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				173		0		0	173
Overhead	10.00%								17
Profit	5.00%								9
Total of Work / Items by Krische									198
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Wards Added Sod	12850	SF	0.50	6,425	0.00	0	0.00	0	6,425
Wards Added Finish Grading	12850	SF	0.16	2,056	0.00	0	0.00	0	2,056
Wards added organic amendment	48	CY	47.70	2,290	0.00	0	0.00	0	2,290
	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
Subtotal of Work / Items by Subcontractors				10,771		0		0	10,771
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									10,771
Other Costs									
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%								57
Builders Risk Insurance	0.50%								57
Payment and Performance Bond	2.00%								226
Subtotal of Other Costs									339
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									339
TOTAL COST				10,943		0		0	11,308

1 ADDED & Deleted Sod Per Attached Highlighted Area
not shown on original drawing L7.0, L7.1

3

SJ WARD
Landscapes

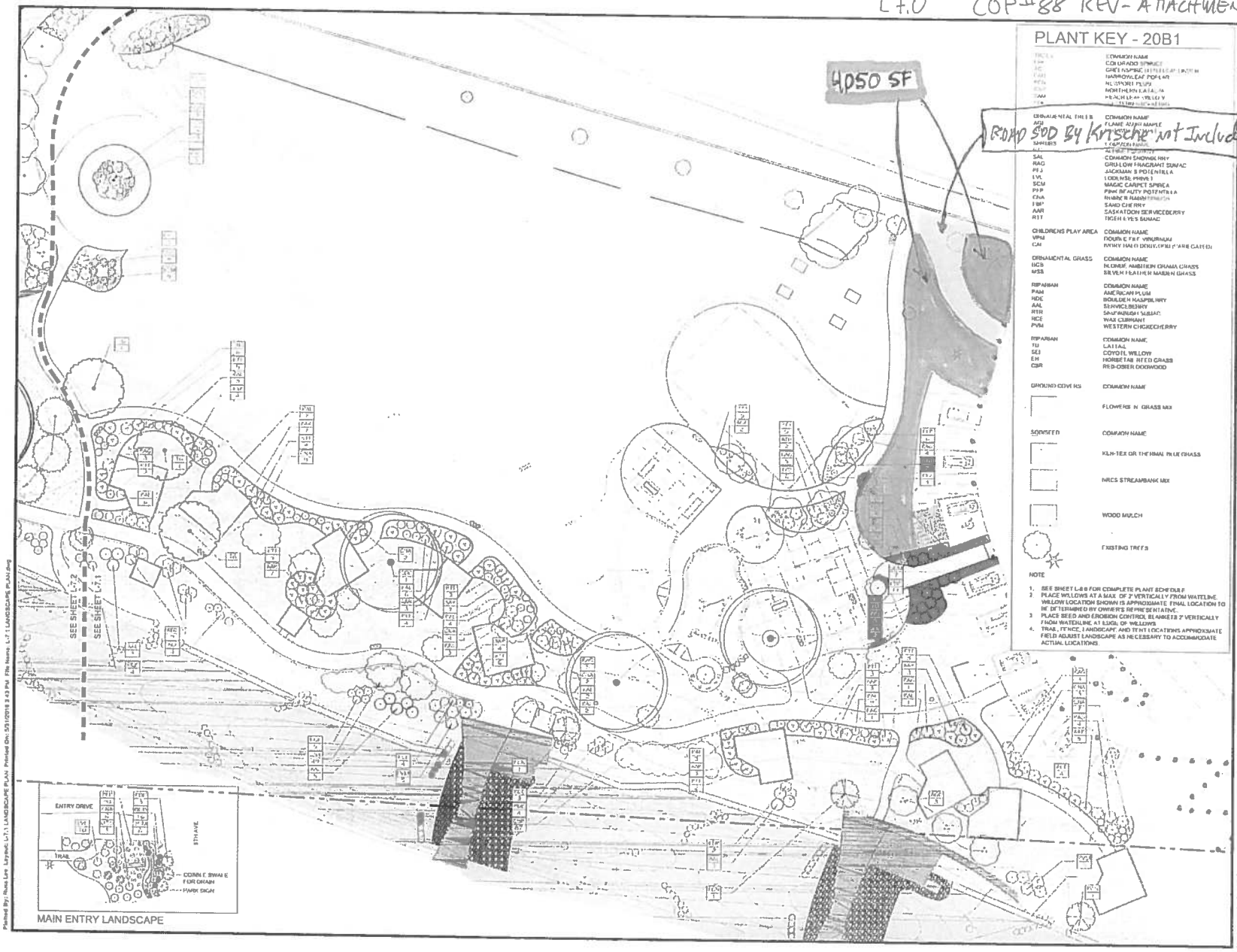
303 776-7991, Fax: 303 776-9033
335 1st Ave., Longmont, CO 80501

Meadows park
SOD CHANGE ORDER
9/13/2016

Item description-	Approx. Quantity	Units	Price/each (CONTRACT)		Total	
Additional Sod	12850	SF	.50	0.48	6168	6425.00
Additional Fine Grade	12850	SF	.16	0.15	1927.5	2056.00
Additional Compost	48	CY	47.70	45	2160	2289.60
TOTAL					$10,255.50	

Krische Construction

L7.0 COP #88 REV- ATTACHMENT "B"



PLANT KEY - 20B1

	COMMON NAME
	COLORADO SPRUCE
	GREEN ASPEN
	NARROWLEAF COTTONWOOD
	MISSOURI PLUM
	NORTHERN CATALPA
	PEACH LEAF WILLOW

ORNAMENTAL TREES	COMMON NAME
AGI	FLAME ASH MAPLE
SHRUBS	COMMON NAME
	ACTEOT [illegible]
SAL	COMMON SHOWBERRY
RAG	GRO LOW FRAGRANT SUMAC
PFJ	JACKMAN'S POTENTILLA
LVL	LODENSE PRIVET
SCM	MAGIC CARPET SPIREA
PYP	PINK BEAUTY POTENTILLA
CNA	RUBBER RABBITBRUSH
TBM	SAND CHERRY
AAR	SASKATOON SERVICEBERRY
RTT	TIGER EYES SUMAC

CHILDRENS PLAY AREA	COMMON NAME
VPM	DOUGLAS FIR VIRGINIANA
CAI	PINKY HALO DOGWOOD (PRAIRIE GARDEN)

ORNAMENTAL GRASS	COMMON NAME
BGB	BLONDE AMBITION GRAMA GRASS
MSS	SILVER FEATHER MAIDEN GRASS

RIPARIAN	COMMON NAME
PAM	AMERICAN PLUM
RDE	BOULDER RASPBERRY
AAL	SERVICEBERRY
RTG	SNAPDRAGON SUMAC
RCE	WAX CURRANT
PVM	WESTERN CHOKECHERRY

RIPARIAN	COMMON NAME
TU	CATTAIL
SEI	COYOTE WILLOW
EH	HORSETAIL REED GRASS
CSR	RED-OSIER DOGWOOD

GROUND COVERS	COMMON NAME
	FLOWERS 'N' GRASS MIX

SODSEED	COMMON NAME
	KLN-TEX OR THERMAL BLUE GRASS
	NRCS STREAMBANK MIX
	WOOD MULCH
	EXISTING TREES

NOTE

1. SEE SHEET L-8.0 FOR COMPLETE PLANT SCHEDULE.
2. PLACE WILLOWS AT A MAX. OF 2' VERTICALLY FROM WATERLINE. WILLOW LOCATION SHOWN IS APPROXIMATE. FINAL LOCATION TO BE DETERMINED BY OWNER'S REPRESENTATIVE.
3. PLACE SEED AND EROSION CONTROL BLANKETS 2' VERTICALLY FROM WATERLINE AT EDGE OF WILLOWS.
4. TRAIL, FENCE, LANDSCAPE, AND TENT LOCATIONS APPROXIMATE. FIELD ADJUST LANDSCAPE AS NECESSARY TO ACCOMMODATE ACTUAL LOCATIONS.

MEADOW PARK
PHASE 2 PW 20-B1

BID SET

LYONS, COLORADO

RIPLEY DESIGN INC

a land planning • landscape architecture • urban design • entitlement

LANDSCAPE ARCHITECT
RIPLEY DESIGN INC
RUSS LITT
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
p 970 224 1191
f 970 224 9442

OWNER
TOWN OF LYONS
Town Complex
432 5th Avenue
Lyons, CO 80540
p 303 823 8019

ENGINEER
BRC Group
Brian Beasley
318 McConnell Dr
Lyons, CO 80540
p 720 318 8646

ARCHITECT
VFLA
Chris Arentzen
419 Canyon Avenue, Suite 200
Fort Collins, CO 80521
p 970 224 5191

KEY MAP

NORTH SCALE: 1"=30'-0"

ISSUED

No.	DESCRIPTION	DATE
1	BID SET	5/28/15

REVISIONS

No.	DESCRIPTION	DATE
1	AD 3	8/25/15
2	AD 34	10/6/15
3	AD 36	03/16
4	AD 39	01/27/16
5	AD 42	05/16/16

LANDSCAPE PLAN

SEAL:

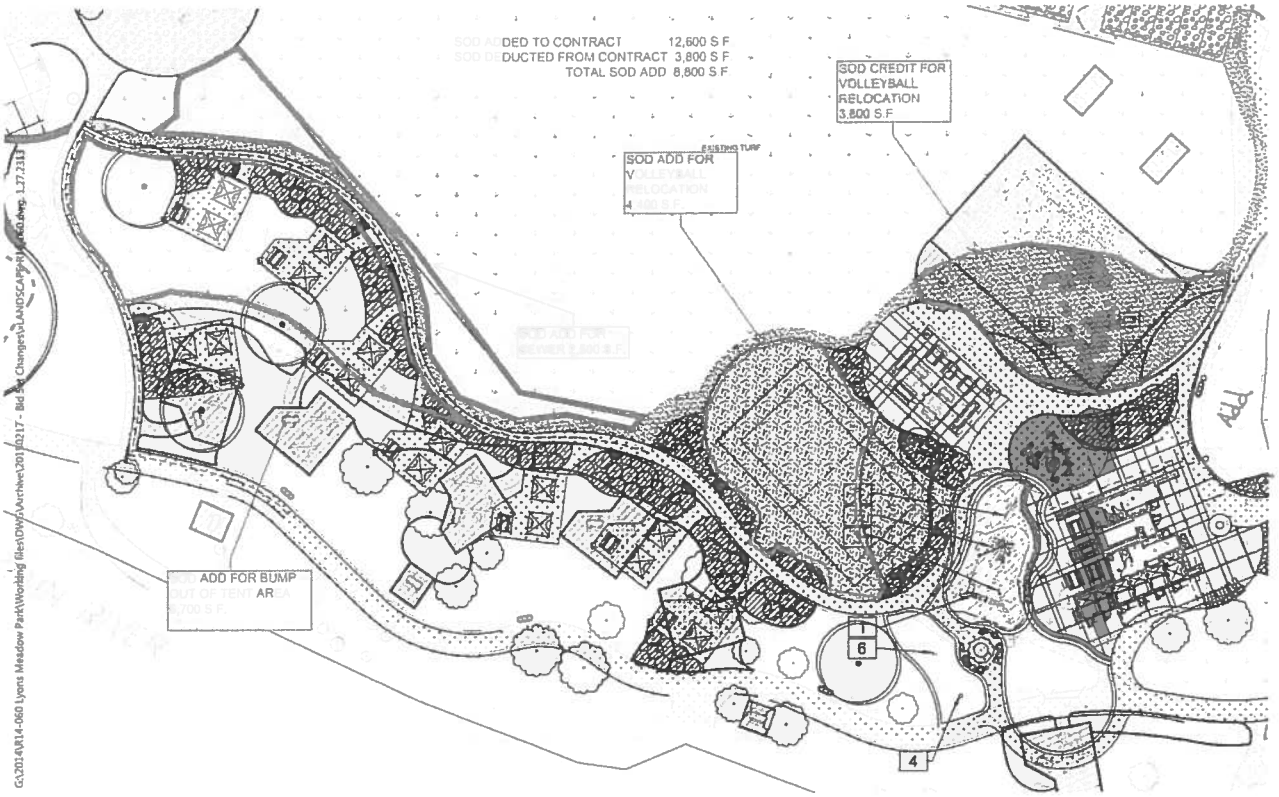
PROJECT No. 8161.00
DRAWN BY SL, GB, SA
REVIEWED BY RL

DRAWING NUMBER:

L-7.1

Plotted By: Russ Litt Layout: L-7.1 LANDSCAPE PLAN Printed On: 5/31/2016 3:43 PM File Name: L-7.1 LANDSCAPE PLAN.dwg

COP #88 REV - ATTACHMENT "A"



November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #89

After the spray park was completed the town realized that the perimeter of the concrete edge was missing caulking which is important for maintenance and safety for park staff and park users. There was a gap between the edge of the stone wall and the concrete which needed to be filled because things could get caught in the area.

The price for this scope of work was reviewed by the project manager and the town engineer and is industry standard.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 8.19.16
COP #: 89

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:
Add for caulking not shown on drawings at perimiter of spray park concrete edge.

Value of this Request for Change: 1,355

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 8 19 16 Date

Architect: Engineer XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11-16-16 Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 8.19.16
COP #: 89

Meadow Park Phase II
PROJECT

Add for caulking not shown on drawings at perimiter of spray park concrete edge.
DESCRIPTOIN 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	2.5		65.00	163	0.00	0	0.00	0	163
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
	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				198		0		0	198
Overhead	10.00%								20
Profit	5.00%								10
Total of Work / Items by Krische									227
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Knoles Caulking	230	LF	4.50	1,035	0.00	0	0.00	0	1,035
	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
	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				1,035		0		0	1,035
Overhead	0.00%								0
Profit	5.00%								52
Total of Work / Items by Subcontractors									1,087
Other Costs									
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%								7
Builders Risk Insurance	0.50%								7
Payment and Performance Bond	2.00%								27
Subtotal of Other Costs									41
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									41
TOTAL COST				1,233		0		0	1,355

Joe Black

Subject: FW: meadow park added caulking price at spray park area by ice rink

From: Kory Knoles [mailto:knolescaulking@gmail.com]
Sent: Friday, August 19, 2016 11:13 AM
To: Joe Black <JoeBlack@krischeconstruction.com>
Subject: Re: meadow park added caulking price at spray park area by ice rink

Hi Joe, I am currently on vacation, polly caulking labor and materials installed is $4.50 LF.

Field Measured = 230 LF x $4.50 = $1,035

Kory

On Thursday, August 18, 2016, Joe Black <JoeBlack@krischeconstruction.com> wrote:

Kory,

Can you please send me the price to caulk the perimeter of the spray park area next to the ice rink that wasn't on the plans? I need to get this approved for a change order asap.

The owner may want to caulk the squiggly lines in that area as well but we'll wait on that.

Please help

Thanks

Joe

Joseph Black

Project Manager

605 Weaver Park Rd. Longmont, CO 80501

P. 303-776-7643 F. 303-776-9598

www.krischeconstruction.com

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #96

The original design called for 6 x6 flagstone installed around the WPA Shelter but when the contractor tried to secure these materials they couldn't procure them so they requested to substitute with a 2 x 2 flagstone which the town approved. This change order also includes adding cut stone to the north and south ends where the formal stone design stopped but needed to extend to the corners. So this credit is for the deletion of the larger stone and then the addition of the formal stone at the openings.

The designer and the project manager received a quote from a local stone company to get a unit cost for the different size stones in order to justify the prices for this credit were industry standard.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 8.22.16
COP #: 96

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 CCOP#24, replace random flag stone on south side of WPA shelter, deduct (11) 6x6 stone, change to 2x2 stone

Install added square cut flag stone at WPA shelter from where it stops on both sides per plan and take to the corners on both the north and south sides.

CREDIT

Value of this Request for Change: (1,660)

Calendar Days project is / is not extended: 0

Contractor: 8.22.16
Krische Construction — Date

Engineer Architect: 11-15-16
XXX — Date

Owner: 11-16-16
Dave Cosgrove — Date

Owner: 11-16-16
XXX — Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 8.22.16
COP #: 96

Meadow Park Phase II
PROJECT

Per CCOP#24, replace random flag stone on south side of WPA shelter, deduct (11) 6x6 stone, change to 2x2 stone
DESCRIPTOIN 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
	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				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
Total of Work / Items by Krische									190
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
SJ Wards	1		0.00	0	0.00	0	0.00	(1,800)	(1,800)
	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
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		(1,800)	(1,800)
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									(1,800)
Other Costs									
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%								(8)
Builders Risk Insurance	0.50%								(8)
Payment and Performance Bond	2.00%								(33)
Subtotal of Other Costs									(50)
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									(50)
TOTAL COST				165		0		(1,800)	(1,660)

3

SJ WARD Landscapes

303 776-7991, Fax: 303 776-9033
335 1st Ave., Longmont, CO 80501

Meadows park
CCOP #24

Revised 8/4/2016

	Approx. Quantity	Units	Price/each	Total
Replace random flag stone on South Side of WPA and continue				
Deduct 11 6 x 6 stone	11.00	EA	($524.00)	($5,764.00)
Change to 2 x 2 stone	99.00	ea	$29.50	$2,920.50
Install Additional Square cut flag stone at WPA Building from where it stop on both side per plan and take to the corners on both the north and south sides				
Material (Additional cost over random)	174.00	SF	$6.00	$1,044.00
TOTAL DEDUCT				($1,799.50)

Steve ward-- SJ Ward Landscapes

Krische Construction

Sloane Nystrom

From: Russ Lee [russ.lee@ripleydesigninc.com]
Sent: Thursday, September 22, 2016 12:15 PM
To: Sloane Nystrom
Subject: RE: Meadow Park-WPA shelter stone change

Sloane,

Assuming the credit is material based only (which it looks like it is). I called Lyons Sandstone and a s.f. material cost for flagstone is $1.88. assuming an upcharge of 15% for profit....that puts the s.f at $2.17.

Deduct:
> 11 6x6 stone 11 EA ($524) ($5,764)
> 174 s.f. random flagstone SF ($2.17) ($377.58)
>
> Add:
> 2x2 stone 143 EA $29.50 $4,218.5 <--------This number should include the additional units for the extra 174 s.f.
>
> Total Credit $1,933.78

This is pretty close to Wards numbers. Shouldn't Kirsche give you a deduct on the general conditions as well?

Thanks,
Russell Lee, LEED AP, RLA
land planning/ landscape architecture

RIPLEY DESIGN, INC.
419 Canyon Ave. Suite 200
Fort Collins, CO 80521
tel. 970.224.5828, ext. 2979
fax. 970.224.1662
russ.lee@ripleydesigninc.com

-----Original Message-----
From: Sloane Nystrom [mailto:SNystrom@townoflyons.com]
Sent: Thursday, September 22, 2016 11:18 AM

To: Russ Lee <russ.lee@ripleydesigninc.com>
Subject: Re: Meadow Park-WPA shelter stone change

No. I'm holding onto all of those.

Sent from my iPhone

> On Sep 22, 2016, at 11:15 AM, Russ Lee <russ.lee@ripleydesigninc.com> wrote:
>
> Do you have an approved COP with 2" flagstone in it so we can use that as a base line cost for the deduct?
>
> Thanks,
> Russell Lee, LEED AP, RLA
> land planning/ landscape architecture
>
> RIPLEY DESIGN, INC.
> 419 Canyon Ave. Suite 200
> Fort Collins, CO 80521
> tel. 970.224.5828, ext. 2979
> fax. 970.224.1662
> russ.lee@ripleydesigninc.com
>
>
>
>
> -----Original Message-----
> From: Sloane Nystrom [mailto:SNystrom@townoflyons.com]
> Sent: Thursday, September 22, 2016 11:01 AM
> To: Russ Lee <russ.lee@ripleydesigninc.com>
> Subject: Re: Meadow Park-WPA shelter stone change
>
> Your credit numbers came out with
> XXXXX only.
> Sent from my iPhone
>
> On Sep 22, 2016, at 10:49 AM, Russ Lee <russ.lee@ripleydesigninc.com<mailto:russ.lee@ripleydesigninc.com>> wrote:
>
> Sloane see my markups on the attached.
>
> The credit should lay out like this.
>
> Deduct:
> 11 6x6 stone 11 EA ($524) ($5,764)

> 174 s.f. random flagstone SF (xxxx)
>
> Add:
> 2x2 stone 143 EA $29.50 $4,218.5 <--------This number should include the additional units for the extra 174 s.f.
>
> Total Credit $XXXXX
>
>
> The way they laid it out is confusing.
>
>
>
> Thanks,
> Russell Lee, LEED AP, RLA
> land planning/ landscape architecture
> <image001.jpg>
> RIPLEY DESIGN, INC.
> 419 Canyon Ave. Suite 200
> Fort Collins, CO 80521
> tel. 970.224.5828, ext. 2979
> fax. 970.224.1662
> russ.lee@ripleydesigninc.com<mailto:russ.lee@ripleydesigninc.com>
>
> <image007.png>
>
> From: Sloane Nystrom [mailto:SNystrom@townoflyons.com]
> Sent: Wednesday, September 21, 2016 4:12 PM
> To: Russ Lee <russ.lee@ripleydesigninc.com<mailto:russ.lee@ripleydesigninc.com>>
> Subject: Meadow Park-WPA shelter stone change
>
> Russ,
>
> You sent me the price for the two size stones but now I can only find a total cost savings you sent me which was $2,376. I also don't understand how square stone is more labor than random pattern. I need some credit to offset the change order adds but this one isn't right to me. Thoughts?
>
>
> <image006.jpg><http://www.townoflyons.com/>
>
> <MeadowParkCreditCOP#96 pdf.pdf>

October 3, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #104

During construction of Meadow Park it was decided to change the circle drive from a 4" flagstone surface to a road base finished material. The maintenance of the flagstone drive to replace in the future was thought to be an issue so in order to reduce the budget needed later and to save on the overall budget for the project, this scope change was made.

We had the design team re- calculate this work and come up with final numbers on the total area to be decreased or increased by this change which are reflected in the in the attached documents. We used unit pricing for the work but had to get pricing on the 4" flagstone which we worked with the landscaping contractor to increase for the credit based on the pricing we received.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

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

REQUEST FOR CHANGE PROPOSAL

REVISED

Date: 10.11.16
COP #: 104

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 #48 - Changes to circle drive

CREDIT
Value of this Request for Change: (39,088)

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 10.11.16 Date

Engineer ~~Architect~~: XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11-16-16 Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 10.11.16
COP #: 104

Meadow Park Phase II
PROJECT

Per ASI #48 - Changes to circle drive
DESCRIPTOIN 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	3		65.00	195	0.00	0	0.00	0	195
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
	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				230		0		0	230
Overhead	10.00%								23
Profit	5.00%								12
Total of Work / Items by Krische									265
Work / Items by Subcontractors									
CAP Excavation - see attached	1		0.00	0	0.00	0	0.00	6,424	6,424
Wards - Addit sod	712	SF	0.50	356	0.00	0	0.00	0	356
Wards - Soil Amendment	2	CY	47.50	95	0.00	0	0.00	0	95
Wards - finish grading	712	SF	0.16	114	0.00	0	0.00	0	114
Wards - addit irrigation	712	SF	1.16	826	0.00	0	0.00	0	826
Wards - addit 1" pipe	60	LF	2.54	152	0.00	0	0.00	0	152
Wards - Deduct Crusher fines	712	SF	(1.43)	(1,018)	0.00	0	0.00	0	(1,018)
Wards- Deduct Sandstone 4" Edge	124	LF	(10.60)	(1,314)	0.00	0	0.00	0	(1,314)
Wards - Addit 8" sandstone Edge	116	LF	14.84	1,721	0.00	0	0.00	0	1,721
Wards - Deduct Sod	667	SF	(0.50)	(334)	0.00	0	0.00	0	(334)
Wards - Deduct Soil Amendement	2	CY	(47.70)	(95)	0.00	0	0.00	0	(95)
Wards - finish grading	667	SF.	(0.16)	(107)	0.00	0	0.00	0	(107)
Wards - Flagstone Paving	2500	SF	(18.00)	(45,000)	0.00	0	0.00	0	(45,000)
Subtotal of Work / Items by Subcontractors				(44,604)		0		6,424	(38,180)
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									(38,180)
Other Costs									
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%								(195)
Builders Risk Insurance	0.50%								(195)
Payment and Performance Bond	2.00%								(782)
Subtotal of Other Costs									(1,173)
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									(1,173)
TOTAL COST				(44,374)		0		6,424	(39,088)

CAP EXCAVATING & DEMOLITION
10759 COUNTY ROAD 7
LONGMONT, CO 80504
Phone 303-772-2279 / Fax 303-772-0727
office@capexcavating.com

Estimate

Date	Estimate #
6/14/2016	16-2059

KRISCHE CONSTRUCTION

Project: MEADOW PARK, LYONS

Description	Total
ASI 48 - ROUNDABOUT ROADBASE	
ADDITIONAL 3,640 SF OF ROADBASE, ADD FOR ROUNDABOUT	
PURCHASE AND PLACE ROADBASE 156 TONS @ $42.00 PER TON	6,552.00
~~SCARIFY AND RECOMPACT 140 CUBIC YARDS @ $11.50 PER CYD~~	Delete ~~1,610.00~~
COMPACT ROADBASE WITH ROLLER @ $150.00 PER HOUR (2 HOURS)	300.00
OLD CUT @ 11 INCHES: 87.25 CY NEW CUT @ 6 INCHES: 60.51 CY DIFFERENCE: 26.74 CY CREDIT	
CUT CREDIT: 26.74 CY @ $4.50 = $120.33 EXPORT CREDIT: 26.74 CY @ $11.50 = $ 307.51 CREDIT: $427.84 <-$428.00>	
CREDIT	~~<-427.84>~~ <$428.00>

"THIS IS AN ESTIMATE. ANYTHING NOT LISTED IN THIS ESTIMATE IS NOT INCLUDED. ANY ADDITIONAL WORK DONE WILL BE AN ADDITIONAL CHARGE. ESTIMATE IS BASED ON A 40-HOUR WORK WEEK. OVERTIME REQUESTED BY THE CUSTOMER WILL BE BILLED ACCORDINGLY **SEE EXCLUSIONS BELOW.

TOTAL: ~~$8,034.16~~ $6,424.00

EXCLUDES (UNLESS NOTED ABOVE): ROCK, FROST, BOULDER EXCAVATION, DEWATERING, SURVEY AND LAYOUT, COMPACTION TESTING, BARRICADES, LANDSCAPE REPAIR, IMPORT OR EXPORT OF MATERIAL, SAWCUTTING, PERMITS, STORMWATER MANAGEMENT, OVERTIME, WEEKEND AND HOLIDAY PREMIUM.

This estimate may be withdrawn by us if not accepted within 20 DAYS.
This must be signed and dated before scheduling.

Customers signature_____ Date_____

3

SJ WARD Landscapes
303 776-7991, Fax: 303 776-9033
335 1st Ave., Longmont, CO 80501

Meadows park
ASI #48

Revised 8/4/2016

nd Volleyball Pit

	Approx. Quantity	Units	Price/each	Total
Additional sod	712.00	SF	$0.48	$341.76
Additional Soil prep	2.00	CY	$45.00	$90.00
Additional Grading	712.00	SF	$0.15	$106.80
Additional irrigation	712.00	SF	$1.10	$783.20
Additional 1" pipe	60.00	Lf	$2.40	$144.00
Deduct crusher fines	-712.00	SF	$2.35	($1,673.20)
Deduct Sandstone Edging 4"	-124.00	LF	$10.00	($1,240.00)
TOTAL Deduct				($1,447.44)

Item description-Flagstone Circle drive	Approx. Quantity	Units	Price/each	Total
Additional Sandstone Edging 8"	116.00	LF	$14.00	$1,624.00
Deduct Sod	-667.00	SF	$0.48	($320.16)
Deduct Soil prep	-2.00	CY	$45.00	($90.00)
Deduct Grading	-667.00	SF	$0.15	($100.05)
Deduct Flagstone paving	-2500.00	SF	$18.00	($45,000.00)
TOTAL Deduct				($43,886.21)

Krische Construction

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #107

Construction in Meadow Park was still in progress when the east end of the park had to be used for an annual festival. The contractor and their sub contractors had to relocate their construction storage trailers and any materials to the back of the park out of the way. This added cost was for the relocation of those items and also includes a cost to relocate the temporary construction fencing to the new work zone area in the rear of the park.

The price for this scope of work was reviewed by the project manager and the town engineer and is industry standard.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 9.26.16
COP #: 107

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:
Added costs to relocate storage trailers, stored materials and fencing to open RV park camping to public.

Pricing includes 3 stages of moving fencing and delivering to Bohn park when completed.

Value of this Request for Change: 2,547

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 9 26 16 Date

~~Architect:~~ Engineer XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11-16-16 Date

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

REQUEST FOR CHANGE PROPOSAL

Date: 9.26.16
COP #: 107

Meadow Park Phase II
PROJECT

Added costs to relocate storage trailers, stored materials and fencing to open RV park camping to public
DESCRIPTOIN 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	9		35.00	315	0.00	0	0.00	0	315
Laborer	16		30.00	480	0.00	0	0.00	0	480
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
Subtotal of Work / Items by Krische				925		0		0	925
Overhead	10.00%								93
Profit	5.00%								46
Total of Work / Items by Krische									1,064
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
wards	1		0.00	0	0.00	0	0.00	2,680	2,680
Wards credit 50% back to owner	1		0.00	0	0.00	0	0.00	(1,340)	(1,340)
	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
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		1,340	1,340
Overhead	0.00%								0
Profit	5.00%								67
Total of Work / Items by Subcontractors									1,407
Other Costs									
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%								13
Builders Risk Insurance	0.50%								13
Payment and Performance Bond	2.00%								51
Subtotal of Other Costs									76
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									76
TOTAL COST				925		0		1,340	2,547

KRISCHE CONSTRUCTION, INC. - WORK ORDER FORM

Project Name: Meadow Park Phase II	Work Order # 1	Date: 5/27/16

WORK DESCRIPTION & MATERIALS	KRISCHE LABOR HOURS	SUBCONTRACTOR
5-23-16 start to relocate temp. fence from ~~Entry~~ Entry	16 hrs total	
of the Park Back to the start of Phase II		
of Construction (4 men 4 hrs each)		
5-26-16 finish relocate temp fence (3 men 3 hrs each)	9 hrs total	
(use the skid steer for 7 hrs and a Hilti TE 55)		
EVERT CANNON		

SJWARD LANDSCAPES

DAILY TIME AND MATERIAL WORK REPORT

No.

CUSTOMER: Krische Construction	JOB NAME: Meadows Park — DATE: 5-23-2016
LOCATION: 601 Park Dr., Lyons	CONTRACT EXTRA NO:

MATERIAL

Quantity	Description	Unit Price	Unit	Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL MATERIAL:	$0.00

TOOL AND EQUIPMENT RENTAL

Quantity	Description	Rate	Unit	Total
4.00	Genie GTH5519	100.00		$400.00
8.00	Yanmar Skid steer	100.00		$800.00
4.00	Truck 114	85.00		$340.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL RENTALS:	$1,540.00

LABOR

Craft	Class.	Reg. Hrs	Rate	Total
Operator	Irrigation	4.00	65.00	$260.00
Operator	Irrigation	8.00	65.00	$520.00
Labor	Landscape	4.00	45.00	$180.00
Labor	Landscape	4.00	45.00	$180.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL LABOR:	$1,140.00

DESCRIPTION OF WORK:

Relocation of job trailers and relocation of materials in front entry area.
CAP moved the job trailer but we spent a day moving stone with a Skid Steer, half a day moving things with a Genie and, half a day moving pipe with 2 guys and a truck.

LABOR		$1,140.00
RENTALS		$1,540.00
MATERIAL		$0.00
SALES TAX AT	0.00%	$0.00
OVERHEAD AT	0.00%	$0.00
PROFIT AT	0.00%	$0.00
TOTAL PRICE:		**$2,680.00**

CUSTOMER ACKNOWLEDGMENT: The undersigned agrees that this work was ordered by him or his agent and that the materials, labor and other items were expended as represented above:

Signature ______________________ Date: ______________

SJWARD LANDSCAPES REPRESENTATIVE

Signature STEVE WARD ______________________ Date ______________

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #111

This credit is for the fence stain on the wood in Meadow Park that was deleted then we subtracted that number from the fencing that was added that needed stain. This was based on decisions in the field that dictated where some of the fencing was unnecessary and other areas where it was needed for traffic control in the park.

The price for this scope of work was reviewed by the project manager and the town engineer and is industry standard.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 10.4.16
COP #: 111

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:
Credit owner for LF of fencing stain deleted

	CREDIT
Value of this Request for Change:	(435)
Calendar Days project is / is not extended:	0

Contractor: 10.4.16
Krische Construction — Date

Architect: Engineer 11-15-16
XXX — Date

Owner: 11-16-16
Dave Cosgrove — Date

Owner: 11-16-16
XXX — Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 10.4.16
COP #: 111

Meadow Park Phase II
PROJECT

Credit owner for LF of fencing stain deleted
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	3.0		65.00	195	0.00	0	0.00	0	195
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
	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				230		0		0	230
Overhead	10.00%								23
Profit	5.00%								12
Total of Work / Items by Krische									265
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
MM Painting	1		0.00	0	0.00	0	0.00	358	358
MM Painting	1		0.00	0	0.00	0	0.00	(1,012)	(1,012)
	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
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		(654)	(654)
Overhead	0.00%								0
Profit	5.00%								(33)
Total of Work / Items by Subcontractors									(687)
Other Costs									
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%								(2)
Builders Risk Insurance	0.50%								(2)
Payment and Performance Bond	2.00%								(9)
Subtotal of Other Costs									(13)
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									(13)
TOTAL COST				230		0		(654)	(435)

M & M Painting
1008 East County Rd.2
Berthoud CO 80513
970-532-5200
970-532-5210 Fax
Marvin@mm-painting.com

Proposal submitted to: Krische Construction
Date 10-4-16
Worked to be performed at: Meadow Park
We hereby propose to furnish the materials and perform the labor for the completion of:

Delete Staining of 449 lin. ft. of fence. Deduct $1,012.00
14 hrs. X $55.00= $770
Materials $150
10% $92.00

CO # 111

Add Staining of 120 lin. ft. lf of fence. Add $358.00
5 hrs X $55.00= $275.00
Materials $50.00
10% $32.50

CO # 111

~~**Add 11 ft. of safety rail. Add $297.00**~~
~~4 hrs. X $55.00= $220.00~~
~~Materials $50.00~~
~~10% $27~~

Respectfully Submitted,

Marvin R. McConathy
President

NOTE: This proposal may be withdrawn by M & M Painting II if not accepted within 15 days from date above.

ACCEPTANCE OF PROPOSAL:

Joe Black

Subject: FW: Meadows Park Phase II Digging conditions

From: Stephen Henry [mailto:stephenh@metrofence.net]
Sent: Wednesday, September 28, 2016 10:52 AM
To: Joe Black <JoeBlack@krischeconstruction.com>
Cc: Wendy Trippel <WTrippel@krischeconstruction.com>; Rodney Anderson <RAnderson@krischeconstruction.com>
Subject: RE: Meadows Park Phase II Digging conditions

Joe,

To confirm it looks like we are making the following changes:

Delete 149 lf of 1-rail fence
Delete 244 lf of 2-rail fence
Delete 56 lf of 3-rail fence
Add 120 lf of 3-rail fence including one (1) Gate

Thank you,

Stephen Henry
Project Manager
Metro Fence Company, Inc.
8335 Quebec Street
Commerce City, CO 80022
Office: 303-469-1317 | Fax: 303-469-1338 | Cell: 303-718-3649
E-mail: stephenh@metrofence.net | Web-site: www.metrofence.net
City & County of Denver Approved Small Business Enterprise (SBE) | Small Business Administration | Registered/Approved Small & Emerging Business | Small Business Enterprise per Federal Acquisitions Regulations

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #112

This change order is for the actual fencing that was added or deleted as part of the field changes to ensure the park functions properly. We also added a swing gate at the ice rink so the maintenance crews can get equipment in and out of that area. The attached drawing shows the areas in the park that were added or deleted per the original plan

The price for this scope of work was reviewed by the project manager and the town engineer and is industry standard.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 10.6.16
COP #: 112

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:

Credit owner reduction in 149 LF of 1 rail fencing, 124 LF of 2-rail fencing and 56 LF of 3 rail fencing with wire mesh

Add for installation of 124 LF of 3-Rail fencing with wire mesh and (1) one 3-Rail single swing gate.

	Credit
Value of this Request for Change:	(366)
Calendar Days project is / is not extended:	0

Contractor: Krische Construction 10.6.16 Date

Architect: Engineer XXX 11-16-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11.16.16 Date

REQUEST FOR CHANGE PROPOSAL

KRISCHE CONSTRUCTION

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

Date: 10.6.16
COP #: 112

Meadow Park Phase II
PROJECT

Credit owner reduction in 149 LF of 1 rail fencing, 124 LF of 2-rail fencing and 56 LF of 3 rail fencing with wire mesh
DESCRIPTOIN 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	1		65.00	65	0.00	0	0.00	0	65
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
Subtotal of Work / Items by Krische				65		0		0	65
Overhead	10.00%								7
Profit	5.00%								3
Total of Work / Items by Krische									75
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Metro Fence deleted fencing	1		0.00	0	0.00	0	0.00	(3,268)	(3,268)
	0		0.00	0	0.00	0	0.00	0	0
Metro Fence added fencing & gate	1		0.00	0	0.00	0	0.00	2,838	2,838
	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
Subtotal of Work / Items by Subcontractors				0		0		(430)	(430)
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									(430)
Other Costs									
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%								(2)
Builders Risk Insurance	0.50%								(2)
Payment and Performance Bond	2.00%								(7)
Subtotal of Other Costs									(11)
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									(11)
TOTAL COST				65		0		(430)	(366)

METRO FENCE COMPANY, INC.
8335 Quebec Street
Commerce City, CO 80022
Phone: (303) 469-1317 | Fax: (303) 469-1338

CHANGE ORDER

October 26, 2016
Estimate No: 24286

To: Krische Construction
605 Weaver Park Rd.
Longmont, CO 80501

Attn: Joseph Black
O: 303-776-7643
F: 303-776-9598
JoeBlack@krischeconstruction.com

Re: Lyons Meadows Park – Change Order Deduct

Descriptions:
Reduction for installation of: `149' of 1-rail fence, 124' of 2- rail fence and 56' of 3 rail fence with wire mesh.
***** All materials already purchased and in yard ** NO CREDIT *****
Crew Labor for post and framing installation = <$2,970.00> 135 HOURS @ $22.00 / HOUR
Overhead & Profit 10%= <$ 297.00> ***Deduct <$ 3,268.00>***

Addition for installation of: 124' of 3 rail fence with wire mesh and (1) 3-rail single swing gate.
Additional materials required (wire mesh and gate hardware) = $ 208.00
Crew Labor for post and framing installation = $2,372.00 107 HOURS @ $22.00 / HOUR
Overhead & Profit 10%= $258.00 ***Add $ 2,838.00***

Net Deduct <$430.00>

Assumptions/Clarifications:
Owner/Contractor shall provide clear and clean access to the work area at all times during construction operations.
Additional mobilizations due to schedule change or delay once on site at $300.00 each.
Proposal valid for 30 days
Insurance is based upon Metro Fence's $5 million policy

Exclusions:
1. Private and owner installed utility locates (i.e.. irrigation, field lighting, communications, etc..).
2. Surveying, layout and/or staking
3. Participation in OCIP, ROCIP and/or other insurance coverages/plans
4. Permits
5. Bonds not included (rate .015)

This and all proposals subject to mutually agreeable contract terms, conditions and acceptable insurance requirements
Metro Fence Company, Inc.
S.B.E.
Raymond Young Estimator
raymondy@metrofence.net

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #113

When the addition of the waterline, at the existing restroom, was added to the scope of work the installation of a meter was added. The request was sent to the design team who provided the details and direction to the contractor on the installation.

The price for this scope of work was reviewed by the project manager and the town engineer and is industry standard.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalli Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 10.10.16
COP #: 113

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 RFI #72 Directive, add meter yolk to existing restroom

please see attached RFI #72 and Kerwin Plumbing breakdown of labor and materials.

Value of this Request for Change: 2,118

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 10 10 16 Date

~~Architect:~~ Engineer XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11-16-16 Date

REQUEST FOR CHANGE PROPOSAL

KRISCHE CONSTRUCTION
505 Weaver Park Rd.
Longmont, CO 80501
P. 303-776-7843/ F. 303-776-9598

Date: 10.10.16
COP #: 113

Meadow Park Phase II
PROJECT

Per RFI #72 Directive. add meter yolk to existing restroom
DESCRIPTOIN 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
	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				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
Total of Work / Items by Krische									190
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Kerwin Plumbing	1		0.00	0	0.00	0	0.00	1,776	1,776
	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
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		1,776	1,776
Overhead	0.00%								0
Profit	5.00%								89
Total of Work / Items by Subcontractors									1,865
Other Costs									
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%								11
Builders Risk Insurance	0.50%								11
Payment and Performance Bond	2.00%								42
Subtotal of Other Costs									64
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									64
TOTAL COST				165		0		1,776	2,118

8A.34 Mueller Co. COPPER METER YOKES WITH HORIZONTAL INLET & OUTLET (FOR 1-1/2" & 2" FLANGED METERS) AND BYPASS

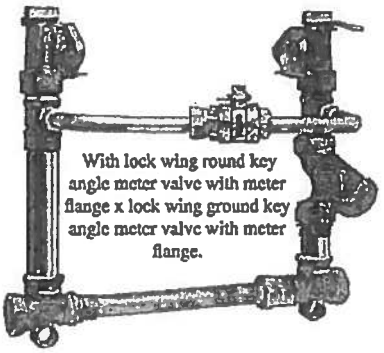
Rev. 8-04

FIP end inlets and outlets

H-1423

FIP end inlets and outlets

H-1423-2



H-1423-2-99000

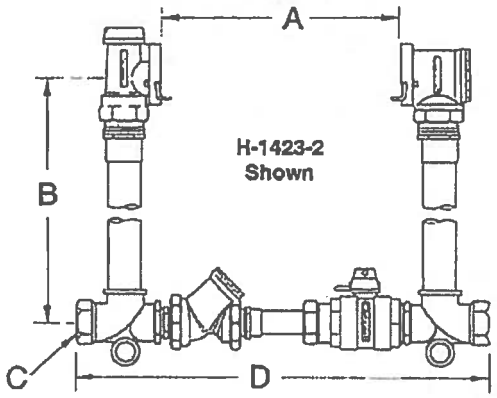
FIP end inlets and outlets

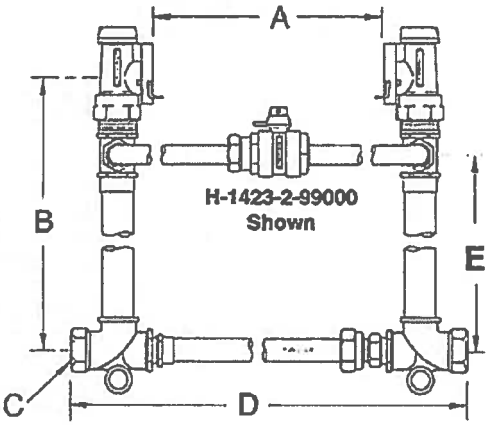
shown with check valve in optional location

1-1/2" and 2" Copper meter setters (with by-pass)

Catalog number	H-1423	H-1423-2/H-1423-2-01*	H-1423-99000/H-1423-2-99000
Description	With lock wing ground key angle meter valve with meter flange x lock wing ground key angle meter valve with meter flange. By-pass with lock wing Mueller® Ball Valve	With lock wing ground key angle meter valve with meter flange x angle dual check valve with meter flange. By-pass with lock wing Mueller® Ball Valve and check valve (without bypass check valve: H-1423-2-01).	With lock wing ground key angle meter valve with meter flange x lock wing ground key valve with meter flange. Elevated by-pass with Mueller® Ball Valve with locking device (with check valve: H-1423-2-99000).

*For ASSE Approved canister dual check - add 6A for regular or 6D for drain





Dimensions

Meter size	1-1/2" H-1423, H-1423-2 & H-1423-2-01	2" H-1423, H-1423-2 & H-1423-2-01	1-1/2" H-1423-99000 & H-1423-2-99000	2" H-1423-99000 & H-1423-2-99000
Dimension A*	13.25"	17.25"	13.25"	17.25"
Dimension B - riser height	12", 15", 18", 21", 24", 27"	12", 15", 18", 21", 24", 27"	18", 21", 24", 27"	18", 21", 24", 27"
Dimension C - nominal pipe size of inlet and outlet	1-1/2"	2"	1-1/2"	2"
Dimension D*	21.50"	26.63"	21.50"	26.63"
Dimension E	-	-	7.25"	7.25"

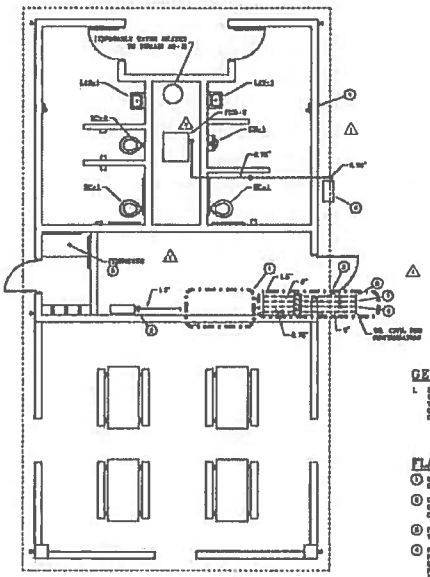
* Adjustable dimension. Copper tubing in the tie bar can be cut to accomodate shorter meters. Adjustment affects both A and D dimensions.

See section 6 for end connections that can be used with these yokes.

SPECIFY METER SIZE, RISER HEIGHT AND CATALOG NUMBER

FIXTURE ROUGH-IN SCHEDULE:

	COLD WATER	HOT WATER
WATER CLOSET (FLUSH VALVE)	2.75"	-
URINAL (FLUSH VALVE)	2.75"	-
LAVATORY	0.5"	0.5"



EXISTING RESTROOM PLUMBING PLAN

GENERAL NOTES:

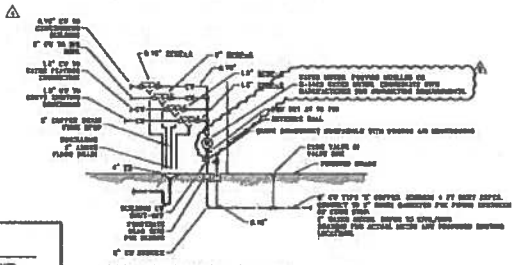
1. EXISTING PLUMBING FIXTURES TO BE REMOVED AND REPLACED WITH NEW. PIPING IN PLACE AND [illegible] UNLESS OTHERWISE NOTED. EXISTING CONTRACTOR TO REMOVE COLD WATER, HOT WATER AND TRAPS AND VENT LINES AND CONNECT TO NEW FIXTURES.

FLAG NOTES:

1. [illegible]
2. [illegible]
3. FURNISH 1.5" CV TO NEW FIXTURE CONNECTING WITH BALL VALVE.
4. [illegible]
5. EXISTING URINAL FIXTURE TO BE REPLACED WITH NEW. [illegible] WATER SUPPLY ON URINAL VALVE.
6. 0.75" CV TO MAINTENANCE BUILDING.
7. 2" CV TO ICE MAKER. [illegible]
8. 1.5" CV TO NEW FIXTURE. [illegible]
9. 2" CV SERVICE LINE, 0.75" CV TO [illegible], 2" CV TO ICE MAKER AND 1.5" CV TO NEW FIXTURE TO BE REUSED IN SAME TRENCH. PLUMBING CONTRACTOR TO COORDINATE [illegible] WITH GENERAL CONTRACTOR AND CIVIL ENGINEER.

PLUMBING FIXTURE SCHEDULE:

[illegible]



EXISTING RESTROOM WATER SERVICE ENTRY DETAIL

MEADOW PARK

VFLA

INTEGRATED ENGINEERING, LLC

EXISTING RESTROOM PLUMBING PLAN, SCHEDULES AND DETAILS

P3.1

INTEGRATED MECHANICAL, LLC

To: Russ Lee – Ripley Design, Inc.

Date: May 25, 2016

Re: Lyons Meadow Park

MECHANICAL SUPPLEMENTAL INSTRUCTIONS

The following changes have been made to the mechanical drawings and shall be issued as part of an Architectural Supplemental Information.

Sheet P3.1 -

Provide water meter downstream of PRV in existing restroom. Refer to attached sheet P3.1 for more information.

Thank you and if you have any questions, please call our office.

Respectfully,

Kalib Ainsworth
Integrated Mechanical, LLC

970-556-0570 • 223 LINDEN ST, SUITE 204, FORT COLLINS, CO 80524

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

REQUEST FOR INFORMATION

Date: 04.29.16
RFI #: 72

Meadow Park Phase II - Lyons, CO	Town of Lyons, Ripley Design
PROJECT	SUBMITTED TO (OWNER/ARCHITECT)
email	Krische Construction, Inc.
SENT VIA	SUBMITTED BY:
Detail 3/A3.2	
DRAWING REFERENCE	SPECIFICATION REFERENCE

SUBJECT: **Existing Restroom Water Meter**

at existing restroom we need to know detail on where the meter goes and what meter we are to use.
Also, Who is installing it, We are assuming Kerwin Plumbing.
This is not shown on ASI30. On Rod's list, Item #13 Notes: ASI#30 - had meter added after PRV in existing restroom because the meter pit was eliminated. We need a detail for this please
The response received was "I think the Town Engineer will Provide this".
Please advise as soon as possible to avoid delays.

SCHEDULE IMPACT: **COST IMPACT:** **YES OR NO**

DATE RESPONSE REQUIRED: **Please Expedite** **SIGNED BY:** **Evert Carmona**
Krische Construction, Inc.

RESPONSE: ARCHITECT/ENGINEER

See attached
drawings and meter
product data.

RESPONSE DATE: 5-31-16 **PERSON RESPONDING:** Kalib Ainsworth
Integrated
Mechanical

HDSUPPLY WATERWORKS

INVOICE

1530 Craig Park Court
St. Louis, MO 63146

Invoice #	F753386
Invoice Date	7/01/16
Account #	103762
Sales Rep	DENVER HOUSE
Phone #	303-394-0004
Branch # 518	Henderson, CO
Total Amount Due	$1,350.67

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

1654 1 MB 0.419 E0029X I0053 D1788536262 S2 P3359893 0001:0002

KERWIN PLUMBING & HEATING
PO BOX 1176
BROOMFIELD CO 80038-1176

Shipped to:

CUSTOMER PICK-UP -
Meadow Park

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
/29/16	6/30/16	658				WILL CALL	F753386

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
320H15428N	H15428N 2 ADPT 110 CTSXMIP NO LEAD	2	2		72.16000	EA	144.32
320B24231201N	B2423-01N 2X12 MTR YOKE W/BV IN BY PASS NO LEAD	1	1		1092.00000	EA	1,092.00

Paperless Billing
- Expedites delivery.
- Save trees.
- Go ...

Register Now for Our New Customer Portal,
Online ADVANTAGE
www.hdswaterworks.com

HDSUPPLY WATERWORKS
Local Knowledge
Local Experience
Local Service, Nationwide

Freight	Delivery	Handling	Restock	Misc.		
					Subtotal:	1,236.32
					Other:	0.00
					NO TAX → Tax:	- 114.35
					Invoice Total:	$1,350.67

Terms: NET 30

Ordered By: MARC WITHROW

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

Kerwin PLUMBING & HEATING INC.
The Professional Choice
• Design Build • Commercial • Industrial • Remodel • Service •
P.O. Box 1176, Broomfield, CO, 80038-1176 **303-466-3581** Fax 303-466-3901

Sept 17

RECEIVED
SEP 07 2016
By

P.O. 658 6/19
HVO Supply

Meadows Park

Change Order # RFI #72 - Add meter yoke

7/21/2016

Material:		
Sales tax- _____ %	~~$1,550~~	$1,236.00
Total Material	~~$1,550~~	$1,236.00
Labor:		
Plumber 5 Hours @ $75	$375	
Apprentice _____ Hours @ _____		
Total Labor	$375	
Expenses:		
Material handling _____ % of material total:		
Misc. material and job cost, expendables, small tools _____ % of Labor Total		
Administration		
Permits		
Equipment Rental		
Backhoe		
Overtime		
Other		
Total Expenses:		
Overhead and Profit:		
Subtotal 1: Total material and labor expenses	~~$1,925~~	$1,611.00
Overhead 5 % of subtotal 1:	~~$96~~	$80.55
Subtotal 2: (subtotal #1 plus overhead)	~~$2,021~~	$1,691.55
Profit: (5 % of subtotal #2)	~~$101~~	$84.58
Total	~~$2,122~~	$1,776.00

Project Name/Number _____
Cost Code _____ CO# _____ AMT _____
Cost Code _____ CO# _____ AMT _____
Cost Code _____ CO# _____ AMT _____
M S O Retention Y N Total _____

November 11, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #114

This change order was for the installation of a drain in the existing restroom which is required for the back flow preventer that was installed. This work had to be completed to comply with building codes for the town.

The materials for this work are broken down in the attached invoice along with the labor to complete this request.

The price for this scope of work was reviewed by the project manager and the town engineer and is industry standard.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

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

REQUEST FOR CHANGE PROPOSAL

REVISED Date: 11.9.16
COP #: 114 revised

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:
Install labor and materials from drain for back flow protectors in existing restroom to existing waste connection not shown on plans.

Value of this Request for Change: 895

Calendar Days project is / is not extended: 0

Contractor: Krische Construction 11 9 16 Date

~~Architect:~~ Engineer XXX 11-15-16 Date

Owner: Dave Cosgrove 11-16-16 Date

Owner: XXX 11-16-16 Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 11.9.16
COP #: 114 revised

Meadow Park Phase II
PROJECT

Install labor and materials from drain for back flow protectors in existing restroom to existing waste connection not shown on plans.
DESCRIPTOIN 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
	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				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
Total of Work / Items by Krische									190
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Kerwin Plumbing	1		0.00	0	0.00	0	0.00	646	646
	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
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		646	646
Overhead	0.00%								0
Profit	5.00%								32
Total of Work / Items by Subcontractors									678
Other Costs									
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%								4
Builders Risk Insurance	0.50%								4
Payment and Performance Bond	2.00%								18
Subtotal of Other Costs									27
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									27
TOTAL COST				165		0		646	895

Kerwin PLUMBING & HEATING INC
• Design Build • Commercial • Industrial • Remodel • Service •
P.O. Box 1176, Broomfield, CO, 80038-1176 **303-466-3581** Fax 303-466-3901

RECEIVED
SEP 07 2016
By

P.O. 707 7/5
Hughes

Meadow Park

Change Order # Install drain for backflow preventers in Existing Building

7/21/2016

Material:		~~$245~~ 210.96
Sales tax- ____ %		
Total Material		~~$245~~ 210.96
Labor:		
Plumber 3 ~~6~~ Hours @ $75		~~$450~~ 225.00
Apprentice 3 ~~6~~ Hours @ $50		~~$300~~ 150.00
Total Labor		~~$750~~ 375.00
Expenses:		
Material handling ____ % of material total:		
Misc. material and job cost, expendables, small tools ____ % of Labor Total		
Administration		
Permits		
Equipment Rental		
Backhoe		
Overtime		
Other		
Total Expenses:		$0
Overhead and Profit:		
Subtotal 1: Total material and labor expenses		~~$995~~ 585.96
Overhead 5 % of subtotal 1:		~~$50~~ 29.30
Subtotal 2: (subtotal #1 plus overhead)		~~$1045~~ 615.26
Profit: (5 % of subtotal #2)		~~$52~~ 30.76
Total		~~$1097~~ 646.02

Project Name/Number ____
Cost Code ____ CO# ____ AMT ____
Cost Code ____ CO# ____ AMT ____
Cost Code ____ CO# ____ AMT ____
M S O Retention Y N Total ____

GEORGE T. SANDERS *Company*

10201 W. 49th Ave.
Wheat Ridge, CO 80033
(303) 423-9660
1 (800) 284-0400
FAX (303) 420-8737

INVOICE

INVOICE #: 13767400-00
Page: 1

Invoice Date : 07/18/16

Printed At :

Sold To : 6247

KERWIN PLUMBING & HEATING
P O BOX 1176

BROOMFIELD, CO 80038-1176

Shipped To:

KERWIN PLUMBING & HEATING
11704 TELLER STREET
SHANE
BROOMFIELD, CO 80020

INSTRUCTIONS	REFERENCE	WHSE
		9

ORDER #	CUSTOMER P.O. #	SHIP VIA DESCR	SHIPPED	SLSM	WRITER
13767400-00	734	Will Call		DEN	BJAC

LN	ORDER QUANTITY	SHIP QUANTITY	B/O QUANTITY	EDP CODE / DESCRIPTION	NET PRICE	UM	EXT PRICE
1	2			PF5807P 3" ABS 90 ELBOW	5.90769	ea	11.82
2	2			PF5806P 3" ABS 45 ELBOW	4.41538	ea	8.83
3	1			PF5885R 4" ABS P-TRAP	50.49230	ea	50.49
4	20			PFABS310 3" X 10' ABS PIPE CELL CORE	2.36923	FT	47.38
5	1			CEMENTAOZ8 ABS CEMENT 8 OZ (773)	5.96923	ea	5.97
6	1			PF5801RP 4" X 3" ABS COUPLING REDUCER (102)	9.35384	ea	9.35
7	1			PF4811M 1-1/2" PVC SANITARY TEE (P400-015)	1.98461	ea	1.98
8	1			WAAGA AIR GAP 1/4 to 3/4 009 BACKFLOW (0881399)	58.89238	ea	58.89
9	4			PF4606I 3/4" PVC PRESSURE 45 ELBOW (417-007)	0.90769	ea	3.63
10	1			PF48062N 2" PVC STREET 45 ELBOW (P323-020)	1.69230	ea	1.69
11	8			PF4607K 1" PVC PRESSURE 90 ELBOW (406-010)	0.70768	ea	5.66
12	2			PF4807N 2" PVC 90 ELBOW (P300-020)	1.80978	ea	3.62
13	2			PF4607I 3/4" PVC PRESSURE 90 ELBOW (406-007)	0.41356	ea	0.83

CONTINUED

TOTAL NET AMOUNT
SHIPPING & HANDLING
FREIGHT
SALES TAX
DEPOSIT
INVOICE AMOUNT

TERMS OF SALE - The purchaser hereby agrees to pay for the above merchandise at seller's address on or before the last day of the month due. After that date, carrying charges will be added at the rate of 2% per month until paid. If the amount is placed in the hands of an agent for collection, either with or without suit, an addition to the amount for reasonable collection costs will be made. There will also be a restocking charge on returned goods. NO RETURNS AFTER 30 DAYS OR WITHOUT ORIGINAL INVOICE NUMBER. ABSOLUTELY NO RETURNS ON SPECIAL ORDERS WITHOUT WRITTEN APPROVAL.

GEORGE T. SANDERS *Company*

10201 W. 49th Ave
Wheat Ridge, CO 80033
(303) 423-9660
1 (800) 284-0400
FAX (303) 420-8737

INVOICE

INVOICE #: 13767400-00
Page: 2

Invoice Date : 07/18/16

Printed At :

Sold To : 6247

KERWIN PLUMBING & HEATING
P O BOX 1176

BROOMFIELD, CO 80038-1176

Shipped To:

KERWIN PLUMBING & HEATING
11704 TELLER STREET
SHANE
BROOMFIELD, CO 80020

INSTRUCTIONS	REFERENCE	WHSE
		9

ORDER #	CUSTOMER P.O. #	SHIP VIA DESCR.	SHIPPED	SLSM	WRITER
13767400-00	734	Will Call		DEN	BJAC

LN	ORDER QUANTITY	SHIP QUANTITY	B/O QUANTITY	EDP CODE / DESCRIPTION	NET PRICE	UM	EXT PRICE
14	1			NHCOUPR 4" NO HUB COUPLING (622008G)	5.12653	ea	5.13
15	1			MISSCK32 3" CI X 2" COPPER BAND COUPLING SS	16.56923	ea	16.57
16	1			CF611LM 1-1/4" X 1-1/2" COPPER TEE BULLHEAD	25.41436	ea	25.41
17	6			FMCUNIM 1-1/2" COPPER UNISTRUT PIPE CLAMP (PS12001-5/8)	2.47692	ea	14.86
18	2			CF6072G 1/2" COPPER STREET 90 ELBOW	0.98461	ea	1.97
19	2			CF607G 1/2" COPPER 90 ELBOW (C75-017)	0.64615	ea	1.29
20	2			CF600N 2" COPPER COUPLING	7.43076	ea	14.86
21	2			PF5814P 3" ABS TEST TEE W/ PLUG (444-X)	11.18461	ea	22.37 ✓
22	1			ZCO2450R 4" PVC FLOOR CLEANOUT W/ NICKEL BRONZE TOP C60082	70.09236	ea	70.09 ✓
					State Tax:		11.09
					County Tax:		8.01
					City Tax:		13.41

TOTAL NET AMOUNT	382.69
SHIPPING & HANDLING	
FREIGHT	
SALES TAX	32.51
DEPOSIT	
INVOICE AMOUNT	415.20

TERMS OF SALE - The purchaser hereby agrees to pay for the above merchandise at seller's address on or before the last day of the month due. After that date, carrying charges will be added at the rate of 2% per month until paid. If the amount is placed in the hands of an agent for collection, either with or without suit, an addition to the amount for reasonable collection costs will be made. There will also be a restocking charge on returned goods NO RETURNS AFTER 30 DAYS OR WITHOUT ORIGINAL INVOICE NUMBER. ABSOLUTELY NO RETURNS ON SPECIAL ORDERS WITHOUT WRITTEN APPROVAL

INVOICE

GEORGE T. SANDERS COMPANY
PLUMBING & HEATING SUPPLIES

10201 West 49th Ave
Wheat Ridge, CO 80033
Office 303.423.0660
Fax 303.940.4372
800.284.0408

INVOICE DATE	INVOICE NUMBER
07/19/16	13682112-00

Remit To:
George T. Sanders Company
P.O. Box 17409
Denver, CO 80217-0409

SOLD TO: 6247
4128 1 MB 0 419 E0174 10312 01808120720 S2 P3385288 0003:0005

KERWIN PLUMBING & HEATING
PO BOX 1176
BROOMFIELD CO 80038-1176

SHIPPED TO:

Rick Beck

KERWIN PLUMBING & HEATING
11704 TELLER STREET
RICK
BROOMFIELD, CO 80020

INSTRUCTIONS	REFERENCE	WHSE
		9

ORDER #	CUSTOMER P.O.#	SHIP VIA DESCR.	SHIPPED	SLSM	WRITER
13682112-00	737	Will Call	07/19/16	DEN	MCLO

LINE	ORDER QUANTITY	SHIP QUANTITY	B.O. QUANTITY	EDP CODE / DESCRIPTION	NET PRICE	U/M	EXTENDED PRICE
1	6	6	0	CF606M 1-1/2" COPPER 45 ELBOW	5.41	ea	32.46
2	1	1	0	CF6002NI 2" X 3/4" COPPER FITTING REDUCER COUPLING	8.03	ea	8.03
3	1	1	0	CF603M 1-1/2" COPPER X FIP ADAPTER	9.79	ea	9.[illegible]
4	2	2	0	AP94ALF20701 1-1/2" SWEAT BALL VALVE FULL PORT LEAD FREE	27.29	ea	54.58
5	2	2	0	ACID1 ACID BRUSH (70210)	0.15	ea	0.30
6	[illegible]	2	0	SOLDERCANLB1 1 LB SOLDER WATER SAFE CANFIELD GREEN	20.47	ea	40.94
7	[illegible]	1	0	CF603N 2" COPPER X FIP ADAPTER	13.29	ea	13.29
8	[illegible]	1	0	FERN105632 3" X 2" ALL PIPE RUBBER COUPLING	3.22	ea	3.22
9	[illegible]	1	0	PF58110P 3" ABS WYE (02824)	6.03	ea	[illegible]
11	1	1	0	PF58062P 3" ABS STREET 45 ELBOW	3.41	ea	[illegible]
12	10	10	0	PFABS4 4" X 20' ABS PIPE CELL CORE	2.29	FT	[illegible]

TOTAL MATERIALS = $210.96

Tax [illegible]
Taxes [illegible]
Invoice Total [illegible]

November 8, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #115

When Metro Fence, the sub contractor for Krische Construction, began digging for installation of the fence posts, along the main entrance road, they realized that due to the rock shelf, along the cliffs, the posts were going to take additional time to install.

This change order was revised as the town reviewed the initial submittal and didn't agree with the total cost. We rejected the change order and Krische worked with the sub contractor to reduce the amount to reflect the actual labor time that was reasonable above the base bid. The project manager and the town engineer were on site during the installation of the fence in this area and agree it did take extra time and labor to install due to a hidden condition unforeseen at bid time.

The hours and labor cost have been reviewed by both the project manager and the town engineer and are within industry standard for this scope of work.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalier Finance Director
11/16/16

KRISCHE CONSTRUCTION

605 Weaver Park Road / P.O. Box 419
Longmont, CO 80501-0419
P. 303-776-7643/ F. 303-776-9596

REQUEST FOR CHANGE PROPOSAL

REVISED Date: 10.28.16
COP #: 115 REVISED

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:

Added labor for 2-Rail Fencing Installation at North entry road due to hidden condition of rock shelf being only 6" - 12" under existing grade.

while attempting to install the fence post along the north entry road Metro Fence ran into several areas where the rock shelf below grade was very shallow requiring added labor and material to attempt to break thru this rock shelf. In the areas where this was not possible, added excavation was completed by Krische Construction creating a longer & wider trench to increase the concrete bases at these fence posts.

Original bid hours to install this area of 2-rail fencing was 120 hours (4 man crew for 3 days). Actual hours to complete totaled 232 man hours Metro fence is requesting an add for 112 man hours (232/hrs - 120/hrs = 112 hrs)

Krische construction is not requesting any added labor or equipment using in this effort and no additional O&P on subcontractor scope

Value of this Request for Change: 2,732

Calendar Days project is / is not extended: 0

Contractor: 10.28.16
Krische Construction — Date

Engineer **Architect:** 11-15-16
XXX — Date

Owner: 11-16-16
Dave Cosgrove — Date

Owner: 11-16-16
XXX — Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 10.28.16
COP #: 115 REVISED

Meadow Park Phase II
PROJECT

Added labor for 2-Rail Fencing installation at North entry road due to hidden condition of rock shelf being only 6" - 12" under existing grade.
DESCRIPTOIN 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	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
Krische Mini-excavator	8	hr	125.00	1,000	0.00	0	0.00	0	1,000
Krische Mini-excavator Credit	8	hr	(125.00)	(1,000)	0.00	0	0.00	0	(1,000)
	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
Total of Work / Items by Krische									0
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Metro Fence	112	HR	48.79	5,464	0.00	0	0.00	0	5,464
Metro Fence 50% credit back to	0		0.00	0	0.00	0	0.00	0	0
owner.	(56)		48.79	(2,732)	0.00	0	0.00	0	(2,732)
	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
Subtotal of Work / Items by Subcontractors				2,732		0		0	2,732
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									2,732
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
Permits	0.00%								0
General Liability Insurance	0.00%								0
Builders Risk Insurance	0.00%								0
Payment and Performance Bond	0.00%								0
Subtotal of Other Costs									0
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									0
TOTAL COST				2,732		0		0	2,732

Sloane Nystrom

From: Joe Black [JoeBlack@krischeconstruction.com]
Sent: Thursday, October 13, 2016 1:14 PM
To: Sloane Nystrom; Dave Cosgrove
Cc: Wendy Trippel
Subject: Meadow Park COP#115 - Hidden rock shelf condition request for added labor
Attachments: MeadowParkCOP#115fencing.pdf.pdf

HI Sloane,
Please find COP#115 attached requesting approval on the added labor hours Metro Fence incurred due to the hidden condition of the hard rock shelf running in areas at the north entry road.
NOTE: Metro Fence has indicated to me that they are willing to compromise on this somewhat, they just want to try and re-coup some of their costs incurred for the added labor only.

As we've discussed they originally submitted a request for $8400.00 which I rejected and sent back to them "revise and resubmit" requesting additional backup with original hours bid for this scope at bid time and time cards of their crews for actual hours incurred to install the 2-Rail fencing. This way we could reasonably see how many hours it should have taken and evaluate this against the actual hours it did take.

Their time cards show 232 actual hours to install vs the 120 hours estimated (4 man crew 3 days, which was anticipated and reasonable time frame to complete this work). They also brought in a Bobcat with a breaker attachment they are not asking for reimbursement on for this equipment. As I recall it was on site for 2-3 days but not being used all the time because they couldn't get thru the hard rock shelf (or they could only gain 6-12" of depth in some areas). I went back to Rod's daily logs and Metro fence was on site 6.5 days doing this scope of work in this area. If you subtract the original estimate of 3 days to install this leaves 3.5 days for a 4 man crew which equals the 112 hours they're requesting. Considering they're not asking for any added equipment costs I think this is within reason.

Krische stepped in and using our mini-excavator we dug out the longer and wider trench for the areas we couldn't go down deep enough so the concrete bases for these posts in these areas was longer and wider due to our inability to get our depth. In these areas the fence post were set in a concrete trench approximately 18"-20" deep per Evert Carmona and Metro Fence also drilled the bottom of the fence post out and installed (2 each per post) #4 rebar approx. 3' in length running both North

and South and East & West (2 pieces of rebar per post thru the base of the post creating an "X" for added lateral support). They are also not requesting anything for this added materials costs, only labor hours over their original bid hours.

Added value to owner to note: Krische is showing on this COP the costs for our mini-x and then showing the credit to the owner for the same washing them out. We had a mini-x on site if I recall and we brought our field foreman Jason in to dig the trench noted above. We are not asking for this in-house costs. Also, I have removed the Krische overhead and profit on the subcontractor costs for this COP. This removed approximately $1800- $2000 including Jason's labor hours, from the costs.

I believe Metro Fence did have additional costs they could not have foreseen at bid time due to this hard rock shelf being a hidden condition no one could reasonably have foreseen.

Please let me know what you think, if you're in agreement with this as presented or if you would like to reduce their labor hours or something like that and have me re-submit.

Thanks for your consideration regarding the above and attached. ☺
Joe

Joseph Black
Project Manager
605 Weaver Park Rd. Longmont, CO 80501
P. 303-776-7643 *F.* 303-776-9598
www.krischeconstruction.com
KRISCHE
CONSTRUCTION

KRISCHE CONSTRUCTION

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: 10.13.16
COP #: 115

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:

Added labor for 2-Rail Fencing installation at North entry road due to hidden condition of rock shelf being only 6" - 12" under existing grade.

while attempting to install the fence post along the north entry road Metro Fence ran into several areas where the rock shelf below grade was very shallow requiring added labor and material to attempt to break thru this rock shelf. In the areas where this was not possible, added excavation was completed by Krische Construction creating a longer & wider trench to increase the concrete bases at these fence posts.

Original bid hours to install this area of 2-rail fencing was 120 hours (4 man crew for 3 days). Actual hours to complete totaled 232 man hours Metro fence is requesting an add for 112 man hours (232/hrs - 120/hrs = 112 hrs)

Krische construction is not requesting any added labor or equipment using in this effort and no additional O&P on subcontractor scope

Value of this Request for Change: 5,711

Calendar Days project is / is not extended: 0

Contractor: Krische Construction — 10 13 16 Date

Architect: XXX — Date

Owner: Dave Cosgrove — Date

Owner: XXX — Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 10.13.16
COP #: 115

Meadow Park Phase II
PROJECT

Added labor for 2-Rail Fencing installation at North entry road due to hidden condition of rock shelf being only 6" - 12" under existing grade.
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	1		65.00	65	0.00	0	0.00	0	65
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
Krische Mini-excavator	8	hr	125.00	1,000	0.00	0	0.00	0	1,000
Krische Mini-excavator Credit	8	hr	(125.00)	(1,000)	0.00	0	0.00	0	(1,000)
	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				65		0		0	65
Overhead	10.00%								7
Profit	5.00%								3
Total of Work / Items by Krische									75
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Metro Fence	112	HR	48.79	5,464	0.00	0	0.00	0	5,464
	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
	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				5,464		0		0	5,464
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									5,464
Other Costs									
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%								29
Builders Risk Insurance	0.50%								29
Payment and Performance Bond	2.00%								114
Subtotal of Other Costs									171
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									171
TOTAL COST				5,529		0		0	5,711

Joe Black

From: Stephen Henry <stephenh@metrofence.net>
Sent: Friday, September 23, 2016 11:05 AM
To: Joe Black
Cc: Wendy Trippel; Rodney Anderson
Subject: RE: Meadows Park Phase II Digging conditions
Attachments: 3874_001.pdf; 3872_001.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Joe,

Please see attached, the first page is just a calculation showing labor materials and markup including in our pricing. The second is a simple summary of the hours worked per the attached daily reports from the time they were working on that area. When I look at these I do come up with fewer hours than originally submitted (Showing 112 additional hours for digging and setting posts)

I have also attached the report from our estimate for work order no. 02 which is the 2 rail fencing showing estimated hours (120 hours total estimated time)

Based on our labor rate of 48.79 at 112 hours we are at $5,464.00. I don't think this is an unreasonable request considering the conditions. I would also note that while we planned on rocky conditions being present since we are talking about mountain conditions as the owner pointed out, that was not inclusive of solid rock 5-6" underneath what was otherwise easy digging conditions.

Unfortunately it is difficult for me to get any more specific than this and don't feel that our request is unreasonable. I apologize that this is so late but hope we can come to an agreement for the added work. If the owner does not feel that this is agreeable please clarify what they do see as agreeable and we can work something out.

All the best,

Stephen Henry
Project Manager
Metro Fence Company, Inc.
8335 Quebec Street
Commerce City, CO 80022
Office: 303-469-1317 | Fax: 303-469-1338 | Cell: 303-718-3649
E-mail: stephenh@metrofence.net | Web-site: www.metrofence.net
City & County of Denver Approved Small Business Enterprise (SBE) | Small Business Administration | Registered/Approved Small & Emerging Business | Small Business Enterprise per Federal Acquisitions Regulations

From: Joe Black [mailto:JoeBlack@krischeconstruction.com]
Sent: Tuesday, September 20, 2016 9:07 AM
To: Stephen Henry <stephenh@metrofence.net>
Cc: Wendy Trippel <WTrippel@krischeconstruction.com>; Rodney Anderson <RAnderson@krischeconstruction.com>
Subject: RE: Meadows Park Phase II Digging conditions

Hi Stephen,

Metro Fence Company, Inc.

Cost Code Report

System Date: 09-23-16
System Time: 10:14 am
Record Security: Disabled

ESTIMATED HOURS

Job	Work Order		Cost Code		Total Labor Units Est
2015-175-1	Meadows Park Ph2				
	02	2 Rail	40-103	Set Fence Posts	120.00
			40-914	Frame & Picket	135.00
			40-999	Travel	1.00

Description	Qty	Rate	Total
Labor - Added Digging time	112	$ 48.79	$ 5,464.00
Materials	0	0	$ -
Markup (10% Max.)			$ -
Total Change Order			**$ 5,464.00**

Date	Isabel	Hector	Julio	Domitilo	Paulino	Benjamin	Parker	Jeremiah	VIC	Frank	Rio	Chris		Total Hours for the day
5/9/2016	10	10	10	10	10	10								60
5/10/2016	10	10	10			10								40
5/11/2016	10	10	10			10								40
5/12/2016	10	10	10											30
5/13/2016	10	10	10											30
5/16/2016	2		2				2							6
5/21/2016	8		8		8			8						32
5/23/2016	10		10						10					30
7/19/2016						9.75				9.75	9.75	9.75		39
7/20/2016				10		10		10						30
7/21/2016				10.25		10.25				10.25				30.75
														0
														0
														0
Total Recorded hours														367.75

232 HOURS TOTAL TO INSTALL 2-RAIL FENCE AT NORTH ENTRY ROAD

FOR WORK ORDER 02 - 2 RAIL FENCE

DAILY EMPLOYEE REPORT

Foreman	Isabel ✓
DATE:	5-9-16
Day of the week (Circle one)	Mon, Tues, Wed, Thurs, Friday, Saturday
Clock In Time:	7:00
Clock out Time:	5:00

CREW	
	Hector ✓
	Julio ✓
	Domitilo ✓
	Paulino ✓
	Benjamin ✓

JOB NAME as on Work Order	Job #	Work Order #	Description of work	Cost Code from Work Order	# of Hours Travel/Prep time	# of Hours on Site	Total Hours
EXAMPLE ONLY!!!!!! Halliburton New Yard	2011-062-1	02	Set Posts	20-903	2	8	10
Meadows Park Pa2	20151754	02	Dig Holes	~~20~~ 40903	2	8	10
						Total Hours for Today	10

Did Foreman and ALL crew members work same hours and same job??? (Circle one) Yes or NO. If no please explain on next line.

60

Supervisor Sign off: IW

Project Manager Sign off:

DAILY EMPLOYEE REPORT

Foreman: Isabel ✓

DATE: 5-10-16

Day of the week (Circle one): Mon, Tues, Wed, Thurs, Friday, Saturday

Clock In Time: 7:00

Clock out Time: 5:00

CREW: Hector ✓, Julio ✓, Benjamin ✓

JOB NAME as on Work Order	Job #	Work Order #	Description of work	Cost Code from Work Order	# of Hours Travel/Prep time	# of Hours on Site	Total Hours
EXAMPLE ONLY!!!!! Halliburton New Yard	2011-062-1	02	Set Posts	20-903	2	8	10
Meadows Park Ph2	2013173.1	02	Set Posts	40903	2	8	10
						Total Hours for Today	10

Did Foreman and ALL crew members work same hours and same job??? (Circle one) Yes or NO. If no please explain on next line.

Supervisor Sign off: WH

Project Manager Sign off:

DAILY EMPLOYEE REPORT

Foreman: Isa Sec ✓

DATE: 5-11-16

Day of the week (Circle one): Mon, Tues, Wed, Thurs, Friday, Saturday

Clock In Time: 7:00

Clock out Time: 5:00

CREW: Hector ✓
Julio ✓
Benjamin ✓

JOB NAME as on Work Order	Job #	Work Order #	Description of work	Cost Code from Work Order	# of Hours Travel/Prep time	# of Hours on Site	Total Hours
EXAMPLE ONLY!!!!! Halliburton New Yard	2011-062-1	02	Set Posts	20-903	2	8	10
meadows Park	2015175-1	02	Set Posts	40903	2	8	10

Total Hours for Today: 10

Did Foreman and ALL crew members work same hours and same job??? (Circle one) Yes or NO. If no please explain on next line.

Supervisor Sign off: [illegible]

Project Manager Sign off:

40

DAILY EMPLOYEE REPORT

Foreman: Isaac ✓

DATE: 5-12-16

Day of the week (Circle one): Mon, Tues, Wed, Thurs, Friday, Saturday

Clock in Time: 7:00

Clock out Time: 5:00

CREW: Hector ✓
Julio ✓

JOB NAME as on Work Order	Job #	Work Order #	Description of work	Cost Code from Work Order	# of Hours Travel/Prep time	# of Hours on Site	Total Hours
EXAMPLE ONLY!!!!! Halliburton New Yard	2011-062-1	02	Set Posts	20-903	2	8	10
Meadows Park	20151751	02	Set Posts	40903	2	8	10
			~~DHH~~				
						Total Hours for Today	10

Did Foreman and ALL crew members work same hours and same job??? (Circle one) Yes or NO. If no please explain on next line.

30

Supervisor Sign off: [signature]

Project Manager Sign off: _____

DAILY EMPLOYEE REPORT

Foreman: Isabel

DATE: 5-13-16

Day of the week (Circle one): Mon, Tues, Wed, Thurs, Friday, Saturday

Clock in Time: 7:00

Clock out Time: 5:30

CREW: Hector, Julio

JOB NAME as on Work Order	Job #	Work Order #	Description of work	Cost Code from Work Order	# of Hours Travel/Prep time	# of Hours on Site	Total Hours
EXAMPLE ONLY!!!!!! Halliburton New Yard	2011-062-1	02	Set Posts	20-903	2	8	10
Meadows Park	2015175.1	02	Set posts	40903	2	8	10
			Shop			1/2	1/2

Total Hours for Today: 10.1/2

Did Foreman and ALL crew members work same hours and same job??? (Circle one) Yes or NO. If no please explain on next line.

Supervisor Sign off: [signature]

Project Manager Sign off:

DAILY EMPLOYEE REPORT

Foreman: Isabel ✓

DATE: 5-27-16

Day of the week (Circle one) Mon, Tues, Wed, Thurs, Friday, Saturday

Clock In Time: 7:00

Clock out Time: 3:00

CREW: JULIO ✓
Paulino ✓
Jeremiah ✓

JOB NAME as on Work Order	Job #	Work Order #	Description of work	Cost Code from Work Order	# of Hours Travel/Prep time	# of Hours on Site	Total Hours
EXAMPLE ONLY!!!!!! Halliburton New Yard	2011-062-1	02	Set Posts	20-903	2	8	10
Meadows Park	2015175.1	02	Set Posts	40903	2	6	8
						Total Hours for Today	8

Did Foreman and ALL crew members work same hours and same job??? (Circle one) Yes or NO. If no please explain on next line.

32

Supervisor Sign off: _____

Project Manager Sign off: _____

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #116

When the west end of Meadow Park was being landscaped it was clear that there were areas originally called out for seeding that needed to have sod instead. The project manager, the director of parks and the landscaper walked these high visibility spots and decided that for aesthetic purposes and due to high traffic we should install sod and delete the seeding in these areas.

This change was also the addition of sod at the islands that are in the parking going towards the back that didn't show sod in the design.

These areas were field measured and we used the unit costs in the contract for this work.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalieri Finance Director
11/16/16

KRISCHE CONSTRUCTION

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: 10.13.16
COP #: 116

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:

Please see attached drawing for reference on items #1 and #2 below requesting additional cost for added sod, grading, amendments . and deleted seeding areas.

Item #1 - added soils amendment, finish grading and sod at "fingers" along north road not shown on bid docs landscape drawings - 946 SF

Item #2 - areas requested by owner to be sodded and not seeded as show on drawings.

a) deleted seeding at island west of turnaround - 730 SF
b) added sod at island west of turnaround - 730 SF
c) deleted seeding area east of Ice Rink 2680 SF
d) added sod at area east of Ice Rink - 2680 SF

Value of this Request for Change: 2,372

Calendar Days project is / is not extended: 0

Contractor: Krische Construction — 10.13.16 Date

Architect: Engineer XXX — 11-15-16 Date

Owner: Dave Cosgrove — 11-16-16 Date

Owner: XXX — 11-16-16 Date

REQUEST FOR CHANGE PROPOSAL

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

Date: 10.13.16
COP #: 116

Meadow Park Phase II
PROJECT

Please see attached drawing for reference on items #1 and #2 below requesting additional cost for added sod, grading, amendments .
DESCRIPTOIN 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
	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				165		0		0	165
Overhead	10.00%								17
Profit	5.00%								8
Total of Work / Items by Krische									190
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Item #1 - added sod at fingers	946	SF	0.50	473	0.00	0	0.00	0	473
Item #1 added finish grading	946	SF	0.16	151	0.00	0	0.00	0	151
Item #1 added organic amend	4	CY	47.70	191	0.00	0	0.00	0	191
ITEMs #2 below	0		0.00	0	0.00	0	0.00	0	0
a) deduct seeding west of circle drive	730	SF	(0.12)	(88)	0.00	0	0.00	0	(88)
b) add sod west of circle drive	730	SF	0.50	365	0.00	0	0.00	0	365
c) deduct seeding area E of ice rink	2680	SF	(0.12)	(322)	0.00	0	0.00	0	(322)
d) add sod area East of ice rink	2680	SF	0.50	1,340	0.00	0	0.00	0	1,340
	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				2,111		0		0	2,111
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									2,111
Other Costs									
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%								12
Builders Risk Insurance	0.50%								12
Payment and Performance Bond	2.00%								47
Subtotal of Other Costs									71
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									71
TOTAL COST				2,276		0		0	2,372

3

SJ WARD Landscapes

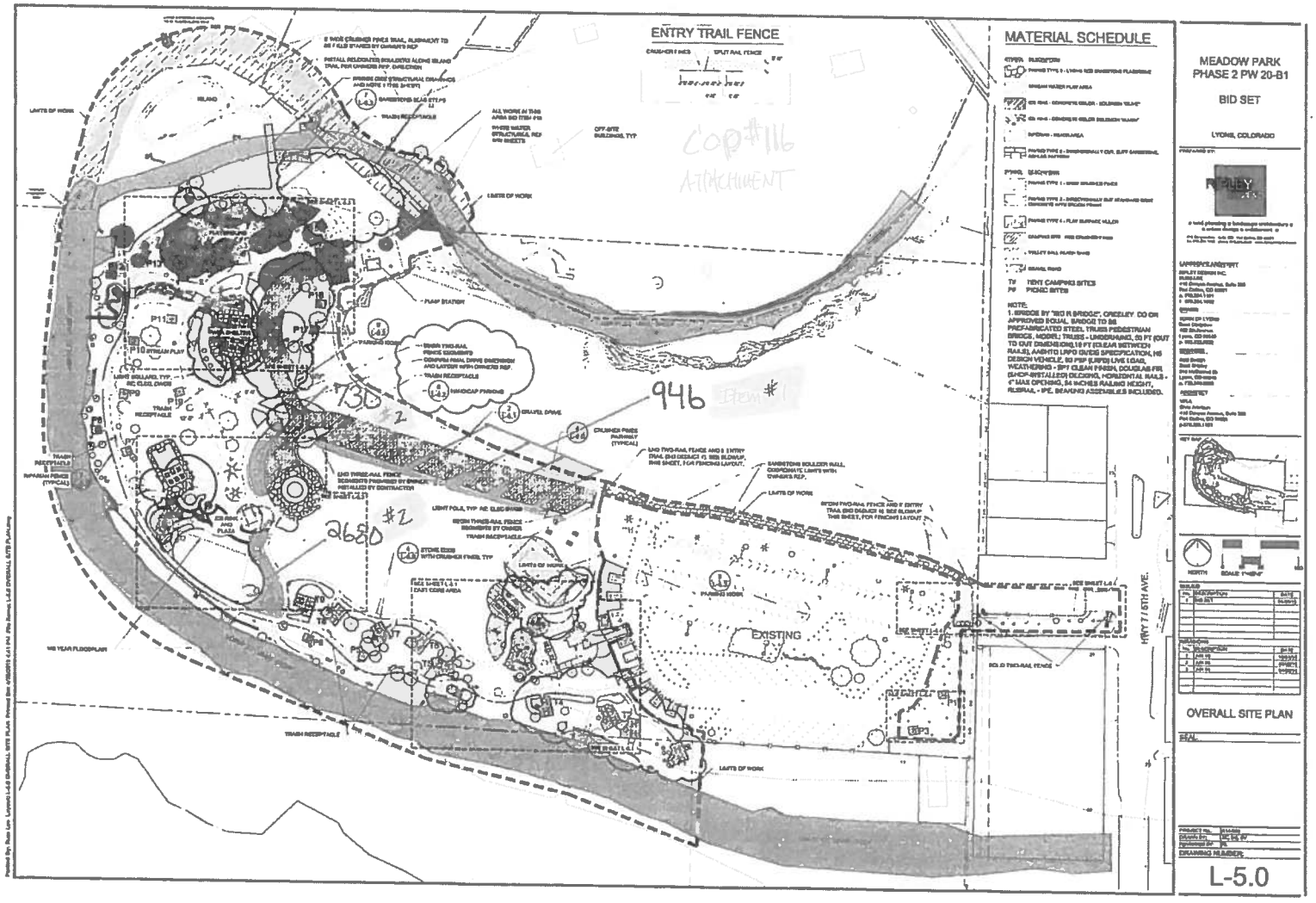
303 776-7991, Fax: 303 776-9033
335 1st Ave., Longmont, CO 80501

Meadows park
Additional Sod and to the park
9/15/2016

Item description-	Approx. Quantity	Units	Price/each	Total	
Additional Sod-in fingers along road North of large Field	946	SF	0.48	454.08	Item # 1
Additional Fine Grade-in fingers along road North of large Field	946	SF	0.15	141.9	
Additional Compost-in fingers along road North of large Field	4	CY	45	180	
Deduct Seed-Island west of turnaround	-730	SF	0.12	-87.6	
Additional Sod- Island west of turnaround	730	SF	0.48	350.4	Item 2
Deduct Seed-Area east of Ice Rink	-2680	SF	0.12	-321.6	
Additional Sod-Area east of Ice Rink	2680	SF	0.48	1286.4	
TOTAL				$2,003.58	

These areas were either not called out to be sodded per the bid, the finger areas along the road, or they were directed by the owners rep to be sodded not seeded, areas west of turn around and area east of ice rink.

Krische Construction


ENTRY TRAIL FENCE
MATERIAL SCHEDULE
MEADOW PARK
PHASE 2 PW 20-B1
BID SET
LYONS, COLORADO
OVERALL SITE PLAN
L-5.0
HWY 7 / 5TH AVE.
EXISTING
946
2680
730
COP #116
ATTACHMENT

November 7, 2016

RE: Meadow Park Phase II Project Number PW 20-B1, justification for change order number #117

Change order #85 was originally approved for the installation of a hose bib at the new restroom that was needed for ease of maintenance for the showers and around the outside of the building. Due to the plumber contractor having other work they are not able to come back and fulfill this request. The amount in this change order is the original cost for this scope and will not be issued as a credit.

Original change order #85 is attached.

Sloane Nystrom

Sloane Nystrom

Town of Lyons

Parks Project Manager

OK Tony Cavalieri Finance Director
11/16/16

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

REQUEST FOR CHANGE PROPOSAL

Date: 8.16.16
COP #: 85

Meadow Park Phase II
PROJECT

Per owners request, add (1) one hose bib at new restroom.
DESCRIPTOIN 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	2.5		65.00	163	0.00	0	0.00	0	163
Superintendent	1		55.00	55	0.00	0	0.00	0	55
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	2		30.00	60	0.00	0	0.00	0	60
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
	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				313		0		0	313
Overhead	10.00%								31
Profit	5.00%								16
Total of Work / Items by Krische									359
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Kerwin Plumbing	1		0.00	0	0.00	0	0.00	1,268	1,268
	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
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		1,268	1,268
Overhead	0.00%								0
Profit	5.00%								63
Total of Work / Items by Subcontractors									1,331
Other Costs									
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%								9
Builders Risk Insurance	0.50%								9
Payment and Performance Bond	2.00%								35
Subtotal of Other Costs									52
Overhead	0.00%								0
Profit	0.00%								0
Total of Other Costs									52
TOTAL COST				313		0		1,268	1,743

Kerwin PLUMBING & HEATING inc
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P.O. Box 1176, Broomfield, CO, 80038-1176 **303-466-3581** Fax 303-466-3901

Meadow Park

Change Order # Add hose bib at new restroom

8/11/2016

Material:	$400
Sales tax- _____ %	
Total Material	$400
Labor:	
Plumber 10 Hours @ $75	$750
Apprentice _____ Hours @ _____	
Total Labor	$750
Expenses:	
Material handling _____ % of material total:	
Misc. material and job cost, expendables, small tools _____ **% of Labor Total**	
Administration	
Permits	
Equipment Rental	
Backhoe	
Overtime	
Other	
Total Expenses:	$0
Overhead and Profit:	
Subtotal 1: Total material and labor expenses	$1.150
Overhead 5 % of subtotal 1:	$58
Subtotal 2: (subtotal #1 plus overhead)	$1.208
Profit: (5 % of subtotal #2)	$60
Total	$1.268

MEMORANDUM

TO: BoT

FROM:
Bob Joseph, Consulting Town Planner
Matthew Manley, Flood Recovery Planner

DATE: 11/15/16

SUBJECT: Ord. 1005, (ADU related code revisions).

Attached with this memo is Ordinance 1005 AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 13 OF THE LYONS MUNICIPAL CODE REGULATING CONNECTIONS TO TOWN UTILITIES FOR ACCESSORY DWELLING UNITS (ADU's)

Background: Presentation of Ordinance 1005 together with Ordinance 1006 is the final step of a coordinated effort by the PCDC and UEB to create a clear distinction in the Lyons Municipal Code between Principal Dwelling Units and Accessory Dwelling Units for the purpose of removing unnecessary utility charges for land owners seeking to create ADU's. The Town Attorney has reviewed and finalized this Ordinance in accordance with the UEB's recommendations to the BoT. Ordinance 1005 is aimed at furthering the housing goals set out in Town Board Resolution 2016-43. The new definitions in Ordinance 1006 and Ordinance 1005 create the basis for accomplishing this objective.

Currently, Chapter 13 (Utilities) of the Lyons Municipal Code does not differentiate between a principal dwelling and an accessory dwelling. The UEB has recommended modifications to the current code that would change the definition of "dwelling unit" to "principal dwelling unit" in order to make this distinction – thus making utility connection fees applicable to principal dwelling units and not accessory dwelling units. Additionally, the proposed changes include adding a definition of Accessory Dwelling Unit to Chapter 13 and adding a requirement that ADU's use the existing tap or utility connection that is currently associated with the principal dwelling unit.

TOWN OF LYONS, COLORADO
ORDINANCE NO. 1005

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 13 OF THE LYONS MUNICIPAL CODE REGULATING CONNECTIONS TO TOWN UTILITIES FOR ACCESSORY DWELLING UNITS

WHEREAS, the Town of Lyons, Colorado ("Town"), is authorized pursuant to Article 35 of Title 31, C.R.S., to enact general regulations concerning utility services; and

WHEREAS, the Lyons Comprehensive Plan establishes a goal of recognizing and accommodating the housing needs of a diverse population; and

WHEREAS, Housing Objective 1.3 of the Lyons Recovery Action Plan describes the importance of replacing the affordable housing lost to the September 2013 flood; and

WHEREAS, the Town's Board of Trustees desires to provide for a mix of housing options, including a range of affordable housing, particularly in the aftermath of the devastating flood of September 2013, but also in response to the aging of the population and changing family needs; and

WHEREAS, pursuant to Resolution 2016-43, the Board of Trustees authorized Town staff to examine opportunities and propose lawful means for adopting and implementing affordable housing measures; and

WHEREAS, pursuant to Section 2-8-200 of the Lyons Municipal Code ("LMC"), the Utilities and Engineering Board ("UEB") is charged with making recommendations to the Board of Trustees regarding utility rates, capital projects or other matters related to the Town enterprise funds and utilities; and

WHEREAS, in furtherance of the goals, strategies, and directives stated above, Town staff and the UEB have studied what additional strategies may be employed to encourage the creation and use of Accessory Dwelling Units ("ADUs"); and

WHEREAS, as a result of this evaluation, staff determined that the costs associated with Town's water and wastewater connection fees present an obstacle to the establishment of ADUs; and

WHEREAS, the UEB has evaluated options for eliminating that obstacle via changes to the water and wastewater connection fees established in Chapter 13 of the LMC and has recommended to the Board of Trustees an ordinance to implement those changes; and

WHEREAS, such changes will eliminate the requirement that a property owner pay separate water and wastewater connection fees for ADUs prior to connecting that ADU to the Town's water and wastewater systems; and

WHEREAS, as required by law, the Board of Trustees conducted a duly noticed public hearing, considered the evidence presented, and approved this Ordinance; and

WHEREAS, the Town Clerk possesses the publisher's affidavits of publication concerning the notice of public hearing before the Board of Trustees on this Ordinance; and

WHEREAS, the Board of Trustees finds that the amendments to Chapter 13 of the Lyons Municipal Code as set forth in this Ordinance further the public health, safety, convenience and general welfare of the community, generally conform with the Town's Comprehensive Plan, and are in the best interests of the Town; and

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the Board of Trustees desires to comply with state law and the LMC by setting a public hearing in order to provide the public an opportunity to present testimony and evidence regarding the proposal. Approval of this Ordinance on first reading does not constitute a representation that the Board of Trustees, or any member of the Town Board, supports, approves, rejects, or denies the proposed Ordinance.

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

Section 1. Recitals Incorporated. The recitals set forth above are hereby incorporated by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. New Definition of Accessory Dwelling Unit. Section 13-1-10 of the Lyons Municipal Code is hereby amended by adding the following definition:

> *Dwelling Unit, Accessory (ADU)* means a second, subordinate unit co-located on the same lot as a principal residence in a single-family residential zone district. An accessory dwelling unit is no larger than eight hundred (800) square feet and may be either added to, co-located with as a detached unit, or created within a principal single-family detached dwelling. ADUs are created for the purpose of accommodating a second family that lives separately from the family residing in the principal single-family detached dwelling. An ADU is occupied by a second family that enjoys spatially segregated living space that provides for cooking, sanitation and sleeping that is separate from and accessory to and subordinate to the principal single-family detached dwelling. In this definition, "family" refers to that term as it is defined in this Section 16-1-160.

Section 3. New Definition of Principal Dwelling Unit. Section 13-1-10 of the Lyons Municipal Code is hereby amended by adding the following definition:

> *Principal dwelling unit* means one (1) or more rooms and a single kitchen and at least one (1) bathroom, designed, occupied or intended for occupancy as separate quarters for the exclusive use of a single family for living, cooking and sanitary purposes, either detached or attached to a one-family, two-family or multi-family dwelling or mixed-use building. An accessory dwelling unit as defined here in is not a principal dwelling unit.

Section 4. Section 13-2-110(b) Repealed and Replaced. Section 13-2-110(b) of the Lyons Municipal Code is hereby repealed and replaced in its entirety to read as follows:

(b) For purposes of this Section only, new construction shall mean the erection,

construction, fabrication or relocation of a residential or nonresidential building within the Town. New construction shall not include:

(1) The alteration, modification, rehabilitation or expansion of an existing building that does not increase the number of principal dwelling units or increase the gross floor area of the building by more than seventy-five percent (75%);

(2) Replacement of an existing building with a new building, provided that the new building does not increase the number of dwelling units; or

(3) An accessory building or structure as defined by Chapter 16 of this Code. Creation of an Accessory Dwelling Unit as defined by this Code shall not constitute an increase in the number of dwelling units for purposes of this Section. Accessory dwelling units must be connected to the water, wastewater and electric utilities of the principal dwelling unit and may not have separate services, unless the Town Administrator determines such to be infeasible.

Section 5. Section 13-3-90(b)(3) Repealed and Replaced. Section 13-3-90(b)(3) of the Lyons Municipal Code is hereby repealed and replaced in its entirety to read as follows:

(3) Where a building served by a single tap includes more than one (1) principal residential dwelling unit, the connection or tap fee provided by this Subsection shall be increased by an additional eleven thousand five hundred dollars ($11,500.00) for each additional principal dwelling unit. Creation of an Accessory Dwelling Unit as defined by this Code shall not constitute an increase in the number of dwelling units for purposes of this Section. Accessory dwelling units must be connected to the water, wastewater and electric utilities of the principal dwelling unit and may not have separate services, unless the Town Administrator determines such to be infeasible.

Section 6. Table in Section 13-4-80(c) Amended. The table in Section 13-4-80(c) is hereby amended to read as follows:

Connection	Fee
All connections other than multiple-principal dwelling units:	$8,500.00
Connections for multiple-principal dwelling units: First unit Each additional unit	 8,500.00 6,375.00
Accessory dwelling unit:	Does not apply*

* Accessory dwelling units must be connected to the water, wastewater and electric utilities of the principal dwelling unit and may not have separate services, unless the Town Administrator determines such to be infeasible.

Section 7. Repeal. All other ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed, provided that such repeal shall not repeal any repealer clauses in such ordinances nor revive any ordinance thereby.

Section 8. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 9. Effective Date. Except as otherwise expressly provided herein, the provisions of this Ordinance shall become effective thirty (30) days after publication following final passage in accordance with Section 2-2-160 of the Lyons Municipal Code.

INTRODUCED AND PASSED ON FIRST READING THIS ___ DAY OF _____, 2016.

INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED THIS ____ DAY OF _____, 2016.

TOWN OF LYONS, COLORADO

_____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, Town Clerk

DRAFT

MEMORANDUM

TO: BoT

FROM:
Bob Joseph ,
Consulting Town Planner
And
Matthew Manley,
Flood Recovery Planner

DATE: 11/15/16

SUBJECT: RESOLUTION 2016-PCDC-1

and Ord. 1006, (ADU related code revisions).

Background:

Attached with this memo is draft Ordinance 1006 and a Resolution that has been passed by the PCDC. Also in the Board's packets is Ordinance 1005 an amendment to Chapter 13 Utilities that will reduce or eliminate water service costs for ADU's. Ordinance 1006 contains revisions to the zoning code concerning ADU related definitions aimed at creating a clear distinction between Accessory Dwellings and Principal Dwellings in support of the revisions in the Chapter 13 Utilities. Ordinance 1006 also presents updates and additions to some of the existing operative provisions concerning ADU's including ADU occupancy limits, land owner occupancy requirements, clarification of building setbacks and clarification of the ADU size limitation formulas. Lastly this Ordinance also contains a revision prepared by the Town Attorney to the existing public hearing notice provisions in the zoning code to conform to state statute, (15 day notice rather than 10 day notice).

Noteworthy PCDC Recommendations and Revisions regarding ADU's:

Owner Occupancy. The PCDC has added language to clarify the "owner occupied" provision so that it prevents renting out both the ADU and the main home at the same time, but does allow renting just one of them (either the ADU or the main home) while the owner is absent. The logic here is that if just *one* is rented in the owner's absence that would not be out of character with a single family neighborhood, whereas the renting of *both* dwellings to two separate tenant families without the owner present to keep an eye on things could be out of character with the single family neighborhood. Owner's must occupy either the ADU or the principal residence as their primary residence for at least 6 months out of every calendar year. This owner occupancy requirement also provides for a temporary "waiver of owner occupancy" that may be granted by the Town Administrator for a period not to exceed two years. The short term vacation rental prohibition remains in effect.

ADU size limitations. In the size limitation section of the existing ADU code staff recently discovered unintended errors in the original language and so Ord. 1006 contains some revisions aimed at clarifying the original intent and removing the original errors. The maximum size of any ADU remains capped at 800 s.f.

ADU Occupancy limitations. After reviewing several different options for ADU occupancy limitations the PCDC decided that the 800 s.f. ADU *size* limit was in itself a sufficient limitation on ADU occupancy. So the current the recommendation simply references the existing code definition of a family as "Any number of persons related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship; or Any unrelated group of persons consisting of not more than three (3) persons."

ADU setbacks. Also, staff recently noted that all single family districts have a reduced rear yard building setback of five feet for accessory buildings (as compared to a twenty foot setback for the main residence). Under the current code it is staff's opinion that a detached ADU is an accessory building that would qualify for the reduced five foot rear setback. However, detached ADU's are also subject to conditional use review under which the required setbacks could be increased, or not, based on a site specific determination. The PCDC recommends new language in the current draft that simply clarifies this situation as follows:

"Detached ADU's are considered accessory buildings and are subject to accessory building setbacks unless these are modified as part of a site specific Conditional Use review under which the minimum setback standards may be increased."

TOWN OF LYONS, COLORADO
ORDINANCE NO. 1006

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 16 OF THE LYONS MUNICIPAL CODE REGULATING ACCESSORY DWELLING UNITS AND CONCERNING THE ZONING AMENDMENT PROCESS

WHEREAS, pursuant to C.R.S. § 31-23-301, the Town of Lyons ("Town") possesses the authority to zone, rezone, change, supplement, and revise the zoning classifications or designation of property and to regulate land uses within the Town; and

WHEREAS, the Town is authorized by C.R.S. § 31-23-301 to regulate zoning and land use within the Town's boundaries, and the Town has in fact adopted a comprehensive zoning scheme; and

WHEREAS, the Lyons Comprehensive Plan establishes a goal of recognizing and accommodating the housing needs of a diverse population; and

WHEREAS, the Lyons Comprehensive Plan includes various means to reach that housing goal, including but not limited to Housing Strategy 1.1.1, which requires a review of the Town's Land Use Code as necessary to promote a variety of residential options, including accessory dwelling units ("ADUs"), and Housing Objective 1.2, increasing opportunities for affordable housing; and

WHEREAS, Housing Objective 1.3 of the Lyons Recovery Action Plan describes the importance of replacing the affordable housing lost to the September 2013 flood; and

WHEREAS, the Board of Trustees desires to provide for a mix of housing options, including a range of affordable housing, particularly in the aftermath of the devastating flood of September 2013, but also in response to the aging of the population and changing family needs; and

WHEREAS, pursuant to Resolution 2016-43, the Board of Trustees authorized Town staff to examine opportunities and propose lawful means for adopting and implementing affordable housing measures; and

WHEREAS, pursuant to Section 2-8-170(b)(1) of the Lyons Municipal Code ("LMC"), the Planning and Community Development Commission ("PCDC") is charged with advising, recommending, and assisting the Board of Trustees in matters relating to planning the physical growth of the Town in accordance with the powers granted pursuant to Article 23 of Title 31, C.R.S.; and

WHEREAS, in furtherance of the goals, strategies, and directives stated above, Town staff and the PCDC have studied what additional strategies may be employed to encourage the creation and use of ADUs; and

WHEREAS, as a result of this evaluation, staff determined that the costs associated with Town's water and wastewater connection fees present an obstacle to the establishment of ADUs; and

WHEREAS, pursuant to § 2-8-200 of the LMC, the Utilities and Engineering Board ("UEB") has evaluated options and has recommended to the Board of Trustees a separate ordinance that will eliminate that obstacle via changes to the water and wastewater connection fees established in Chapter 13 of the LMC; and

WHEREAS, the PCDC has determined that certain changes to Chapter 16 of the LMC are required to support and to be consistent with the recommended changes to Chapter 13 and to protect the health, safety, and welfare of the citizens of the Town and directed staff to prepare this Ordinance; and

WHEREAS, the text of Chapter 16 of the LMC shall not be amended unless such amendment complies with any of the criteria set forth in § 16-15-50 of the LMC, which, among other criteria, permits an amendment that furthers the implementation of the goals and objectives of the Comprehensive Plan; and

WHEREAS, in analyzing possible revisions to Chapter 16 of the LMC to encourage ADUs, staff determined that certain changes to the process for adopting text or map amendments to the Town's zoning regulations are required to comply with state law regarding such process, and in particular, C.R.S. § 31-23-304, which changes are incorporated in this Ordinance; and

WHEREAS, as required by law, a duly noticed public hearing was held before the PCDC to review the proposed text amendments to Chapter 16 of the LMC; and

WHEREAS, pursuant to §16-15-30(f) of the LMC ("Step 6: PCDC Public Hearing and Action on Zoning Amendment"), the PCDC held a public hearing on the proposed text amendments to Chapter 16 of the LMC and following conclusion of said hearing adopted Resolution 2016-PCDC-01, recommending that the Board of Trustees proceed with the consideration and adoption of this Ordinance; and

WHEREAS, as set forth in Resolution 2016-PCDC-01, PCDC has determined that this Ordinance complies with the criteria set forth in § 16-15-50 of the LMC by furthering the implementation of the goals and objectives of the Comprehensive Plan, including the housing goals, objectives, and strategies set forth therein; and

WHEREAS, as required by law, the Board of Trustees conducted a duly noticed public hearing, considered the evidence presented, and approved this Ordinance; and

WHEREAS, the Town Clerk is in possession of the publisher's affidavits of publication concerning the notice of public hearings before the PCDC and the Board of Trustees on this Ordinance; and

WHEREAS, pursuant to Article 23 of Title 31, C.R.S., as amended, the Board of Trustees finds that the amendments to the Town's zoning regulations as set forth in this Ordinance further the public health, safety, convenience and general welfare of the community; generally conform with the Town's Comprehensive Plan, as amended and updated; and otherwise meet the applicable criteria set forth in Chapter 16 of the LMC; and

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the Board of Trustees desires to comply with state law and the LMC by setting a public hearing in order to provide the public an opportunity to present testimony and evidence regarding the proposal. Approval of this Ordinance on first reading does not constitute a representation that the Board of Trustees, or any member of the Town Board, supports, approves, rejects, or denies this Ordinance.

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

Section 1. Recitals Incorporated. The recitals set forth above are hereby incorporated by reference and are adopted as findings and determinations of the Board of

Trustees.

Section 2. New Definition of Accessory Dwelling Unit. Section 16-1-160 of the Lyons Municipal Code is hereby amended by adding the following definition:

Dwelling Unit, Accessory (ADU) means a second, subordinate unit co-located on the same lot as a principal residence in a single-family residential zone district. An accessory dwelling unit is no larger than eight hundred (800) square feet and may be either added to, co-located with as a detached unit, or created within a principal single-family detached dwelling. ADUs are created for the purpose of accommodating a second family that lives separately from the family residing in the principal single-family detached dwelling. An ADU is occupied by a second family that enjoys spatially segregated living space that provides for cooking, sanitation and sleeping that is separate from and accessory to and subordinate to the principal single-family detached dwelling. In this definition, "family" refers to that term as it is defined in this Section 16-1-160.

Section 3. New Definition of Principal Dwelling Unit; Revised Definitions of Dwelling, Two-Family; and Dwelling, One-Family Attached. Section 16-1-160 of the Lyons Municipal Code is hereby amended by removing the definitions of dwelling unit; dwelling, two-family; and dwelling, one-family attached and replacing them with the following definitions:

Principal dwelling unit means one (1) or more rooms and a single kitchen and at least one (1) bathroom, designed, occupied or intended for occupancy as separate quarters for the exclusive use of a single family for living, cooking and sanitary purposes, either detached or attached to a one-family, two-family or multi-family dwelling or mixed-use building. An accessory dwelling unit as defined herein is not a principal dwelling unit.

Dwelling, two-family means a building occupied by two (2) families living independently of each other, and containing two (2) principal dwelling units.

Dwelling, one-family attached means a residential building containing principal dwelling units, each of which has primary ground floor access to the outside and which are attached to each other by party walls without openings. The term is intended primarily for such dwelling types as townhouses and duplexes.

Section 4. Section 16-10-70 Repealed and Replaced. Section 16-10-70 of the Lyons Municipal Code is hereby repealed and replaced in its entirety to read as follows:

Sec. 16-10-70. Accessory dwelling units.

(a) Purpose. This Section is adopted for the following purposes:

(1) To provide a mix of housing that is responsive to changing demographics and family needs;

(2) To provide a broader range of accessible and more affordable housing;

(3) To increase the number of small dwelling units available for rent in the Town by low- to moderate-income persons;

(4) To provide a means for residents to remain in their homes and neighborhoods and obtain extra income, security, companionship, and services;

(5) To allow more efficient use of existing housing stock and infrastructure; and

(6) To create new housing compatible with the scale and look of single-family neighborhoods.

(b) Creation and use of new accessory dwelling units.

(1) ADUs may either be created in converted space in an existing principal dwelling or in new space attached to the principal dwelling as a use by right in all single-family residential zoning districts.

(2) Detached ADUs are allowed subject to conditional use review in new or existing space detached from the principal dwelling or created in new or existing space situated in or over an existing detached garage or other detached accessory building.

(3) Mobile homes, manufactured homes, and recreational vehicles, which includes all vehicles that bear a Vehicle Identification Number (VIN), shall not qualify or be used as accessory dwelling units.

(4) Owner Occupation**.** The owner and/or the owner's family and a second separate family may both reside on the lot concurrently while either the ADU or the Principle Residence is rented or leased. In this event the owner of the property must reside in one of the authorized dwelling units on the property as their principal residence for at least six (6) months or more out of the calendar year. For the purposes of this sub-section, "owner" means one or more individuals who hold title to the property directly or indirectly, and for whom the dwelling constitutes the owner's primary residence. Nothing in this section shall be construed to prevent the renting or occupancy of <u>only one</u> of either the ADU or the principal dwelling to a tenant while the owner of the lot is not permanently residing on the lot. However, the concurrent renting and occupancy of both the ADU and the principal dwelling to more than one family as tenants while the owner of the lot is absent or not permanently residing thereon for at least six months in a calendar year is prohibited, except for temporary absence of the owner as provided below.

(a) Temporary absence of owner. The owner of a property containing an accessory dwelling unit who is to be absent for a period of less than two (2) years may concurrently lease both the principal dwelling as well as the accessory dwelling unit during the owner's temporary absence provided that:

(1) The owner provides six weeks prior written notice of the owner's expected absence together with a written request for a temporary suspension of the owner occupancy requirement to the Town Administrator on a form prescribed by the Town and the Town Administrator subsequently grants the request; and

(2) provided the accessory dwelling unit has been occupied as a permitted use for at least two (2) years prior to and between all temporary absences and the owner submits proof of absence from the Town to the Town Administrator.

(5) There shall be no short-term lodgers within an Accessory Dwelling Unit. Owners shall not lease or rent Accessory Dwelling Units for a period of time or term of occupancy of less than thirty (30) days.

(6) ADU Occupancy Caps –

Accessory Dwelling Units shall not be occupied by more than one (1) family as defined in Sec. 16-1-160 Definitions.

(c) Standards.

(1) Districts permitted as attached use by right or as detached subject to conditional use review. Accessory dwelling units shall be allowed as accessory uses to single-family residential uses in the R-1, E, EC and A residential districts.

(2) Minimum lot area required for a detached ADU is six thousand (6,000) square feet. There shall be no minimum lot area required for attached ADUs.

(3) Design standards.

a. An accessory dwelling unit shall comply with all applicable site design and building design standards, access standards and other standards applicable to principal dwelling units in the zoning district where the accessory dwelling unit will be located.

b. An accessory dwelling unit shall contain private sanitary facilities with hot and cold running water, cooking and food storage facilities and sleeping quarters to accommodate a second family living independently and separately from the principal single-family dwelling and the family residing therein.

c. A separate entrance into an accessory dwelling unit shall not be located on a street-facing exterior building facade.

d. Attached ADUs shall share a common building wall with the principal dwelling that is at least ten (10) feet in length with indoor living space or enclosed garage space on either side of the common wall.

e. An accessory dwelling unit shall comply with the locally adopted building code and all other applicable local, state and federal regulations.

f. Detached ADUs are considered accessory buildings and as such are

subject to accessory building setbacks unless these are modified as part of a site-specific conditional use review under which the minimum setback standards may be increased.

(4) Size of an accessory dwelling unit (habitable floor area). There is no minimum ADU size set by this Section. For principal dwelling units with habitable floor area of one thousand six hundred (1,600) square feet or larger the maximum size of the associated ADU shall be eight hundred (800) square feet. The maximum ADU size for principal dwellings smaller than one thousand six hundred (1,600) square feet but bigger than one thousand two hundred (1,200) square feet shall fifty percent (50%) of the size of the habitable floor area of the principal dwelling. For principal dwelling units smaller than one thousand two hundred (1,200) square feet, the ADU may be as large as six hundred (600) square feet, but shall not exceed six hundred (600) square feet. These size limitations shall not apply to ADUs located in a basement, for which there is no size limit.

(5) There shall be no more than one (1) accessory dwelling unit on a lot.

(6) Parking requirements. One (1) off-street parking space is required for the accessory dwelling unit.

(7) Maximum height.

a. If the accessory dwelling unit is attached to the principal dwelling, it shall conform to the maximum building height limit of the underlying zoning district.

b. If the accessory dwelling unit is detached from the principal dwelling, it may be restricted to a lower height as determined through a conditional use review.

(8) Conditional use review criteria for detached ADUs.

a. Detached ADUs shall be oriented towards existing alleys and use alley access where that is available, except where created over or within an existing detached garage or other detached accessory building.

b. Detached ADUs shall not be sited to minimize negative impacts to the principal residence where that results in greater negative impacts to adjacent property.

c. Detached ADUs shall demonstrate architectural compatibility with the principal dwelling and the existing neighborhood.

(d) Unity of ownership. The fee ownership of the principal dwelling and accessory dwelling unit shall not be separated.

(e) Utilities. All accessory dwelling units shall be served with municipal water, municipal sanitary sewer and municipal electric service. Accessory dwelling units must be connected to the water, wastewater and electric utilities of the principal

dwelling unit and may not have separate services, unless the Town Administrator determines such to be infeasible.

(f) Appeals. The final administrative determination of the staff may be appealed to the Board of Trustees. The decision of the Board of Trustees may be appealed to the District Court pursuant to Colorado Rules of Civil Procedure Rule 106(a)(4).

Section 5. Amendment of Section 16-15-20, General Rezoning. The second and third sentences of Section 16-15-20 of the Lyons Municipal Code are hereby amended to read as follows, with deletions being shown in strikethrough and additions shown in italics:

> However, the proposed zoning map shall be available for public inspection in the Town Hall during regular business hours for ~~ten (10)~~ *fifteen (15)* days prior to the public hearing on such amendments. The Town Clerk shall also publish notice in the newspaper of record no less than ~~ten (10)~~ *fifteen (15)* days prior to the public hearing.

Section 6. Amendment of Section 16-15-30(d), Zoning Amendment Application Process – *Step 4: Set PCDC Public Hearing and Complete Public Notification Process*. The second sentence of Section 16-15-30(d) of the Lyons Municipal Code is hereby amended to read as follows, with deletions being shown in strikethrough and additions shown in italics:

> The Town Clerk shall also publish notice in the newspaper of record no less than ~~ten (10)~~ *fifteen (15)* days prior to the *PCDC* public hearing.

Section 7. Amendment of Section 16-15-30(g), Zoning Amendment Application Process -- *Step 7: Set BOT Public Hearing and Complete Public Notification Process*. The second sentence of Section 16-15-30(g) of the Lyons Municipal Code is hereby amended to read as follows, with deletions being shown in strikethrough and additions shown in italics:

> The Town Clerk shall publish notice in the newspaper of record ~~at least ten (10)~~ *no less than fifteen (15)* days ~~from the date of the~~ *prior to the BOT public* hearing.

Section 8. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 9. Repeal. All other ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed, provided that such repeal shall not repeal any repealer clauses in such ordinances nor revive any ordinance thereby.

Section 10. Effective Date. This Ordinance shall become effective thirty (30) days after publication following final passage in accordance with Section 2-2-160 of the Lyons Municipal Code.

INTRODUCED AND PASSED ON FIRST READING THIS ___ DAY OF _____, 2016.

INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED THIS ____ DAY OF _____, 2016.

Exhibit A

TOWN OF LYONS, COLORADO

_____

Connie Sullivan, Mayor

ATTEST:

_____

Debra K. Anthony, Town Clerk

DRAFT

PLANNING AND COMMUNITY DEVELOPMENT COMMISSION
TOWN OF LYONS, COLORADO
RESOLUTION 2016-PCDC-1

A RESOLUTION OF THE PLANNING AND COMMUNITY DEVELOPMENT COMMISSION OF THE TOWN OF LYONS, COLORADO RECOMMENDING THAT THE TOWN OF LYONS BOARD OF TRUSTEES ADOPT AN ORDINANCE MODIFYING CERTAIN REGULATIONS CONCERNING ACCESSORY DWELLING UNITS AND MODIFYING THE PUBLICATION REQUIREMENTS IN THE ZONING AMENDMENT PROCESS

WHEREAS, pursuant to Section 2-8-170 of the Lyons Municipal Code ("LMC"), the Town's Planning and Community Development Commission ("PCDC") is charged with advising, recommending, and assisting the Board of Trustees in matters relating to planning the physical growth of the Town in accordance with the powers granted pursuant to Article 23 of Title 31, C.R.S.; and

WHEREAS, in response to direction from the Board of Trustees, Town staff prepared an ordinance to implement strategies to encourage the creation and use of accessory dwelling units ("Proposed Ordinance"); and

WHEREAS, Town staff has determined that certain changes to the process for adopting text or map amendments to the Town's zoning regulations are required to comply with state law regarding such process, and in particular, C.R.S. § 31-23-304, which changes are incorporated in the Proposed Ordinance; and

WHEREAS, the PCDC has reviewed the Proposed Ordinance, a copy of which is attached hereto as **Exhibit A**, and

WHEREAS, the PCDC has determined that the Proposed Ordinance complies with the criteria set forth in § 16-15-50 of the LMC by furthering the implementation of the goals and objectives of the Comprehensive Plan, including the housing goals, objectives, and strategies set forth therein; and

WHEREAS, as required by law, a duly noticed public hearing was held before the PCDC to review the Proposed Ordinance; and

WHEREAS, pursuant to §16-15-30 of the LMC, the PCDC recommends that the Board of Trustees adopt the Proposed Ordinance in substantially the form attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND COMMUNITY DEVELOPMENT COMMISSION OF THE TOWN OF LYONS, COLORADO:

Section 1. The PCDC finds that that the proposed Ordinance, a copy of which is attached hereto as **Exhibit A**, complies with the criteria set forth in § 16-15-50 of the Lyons Municipal Code by furthering the implementation of the goals and objectives of the Comprehensive Plan, including the housing goals, objectives, and strategies set forth therein.

Section 2. The PCDC hereby recommends that the Town of Lyons Board of Trustees approve and adopt **Exhibit A** in substantially the form attached hereto.

Section 3. The PCDC hereby authorizes Bob Joseph, Town Planner, or his designee, to

finalize the Proposed Ordinance consistent with discussion held at the November 14, 2016 PCDC meeting and to provide the final Proposed Ordinance to the Town Clerk for consideration by the Board of Trustees.

Section 4. This resolution shall become effective immediately upon approval by the Planning and Community Development Commission.

ADOPTED this ___ DAY OF _____ 20__.

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

By:_____
_____, Chair

ATTEST:

_____
Recording Secretary
Planning and Community Development Commission

Town of Lyons, Colorado
Board of Trustees
BOT Agenda Cover Sheet
Agenda Item No: VI - 4
Meeting Date: <u>November 21, 2016</u>

TO: **Mayor Sullivan and Members of Board of Trustees**

FROM: **Jim Blankenship, Town Engineer**

DATE: **November 15, 2016 (prepared for November 21, 2016 meeting)**

ITEM: **Ordinance No. 1007: Ordinance Amending Chapter 13 of the Lyons Municipal Code to Add a New Article 6 Entitled Backflow Prevention and Cross-Connection Control Program**

__X__ ORDINANCE
_____ MOTION / RESOLUTION
_____ INFORMATION

I. **<u>REQUEST OR ISSUE:</u>** Ordinance No. 1007 ("Ordinance") addresses Regulation 11.39 issued by the Colorado Department of Public Health and Environment ("CDPHE"). CDPHE issued regulatory compliance requirements for the implementation of a Backflow Prevention and Cross-Connection Control Program ("Program") by all suppliers of public drinking water. Regulation 11.39 became effective on January 1st, 2016.

In order to comply with Regulation 11.39, the Town must pass an ordinance to enact legal authority to implement the Program.

- Key provisions of the program include a written policy regarding the Program and compliance with the Regulations (attached in draft form);
- Inspection of a certain percentage of all non-single family connections by the end of this year, 2016;
- Prepare and submit an annual report the CDPHE by May 1st, for the previous year activities.

Town Staff including Town Engineer, Code Inspection and Public Works prepared the draft Ordinance with preliminary review by the Town Attorney. The Ordinance and draft Program was presented to and approved by the Utility and Engineering Board on September 7, 2016 (see attached minutes).

Town Staff will complete the Program requirements and implement inspections, with completion scheduled no later than December 22, 2016. Town Staff will enforce the Program as set forth by the Ordinance and report to the CDPHE annually as required.

II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 1007 on first reading and schedule a public hearing and second reading of the Ordinance at a time and date certain.

Currently, it is anticipated that second reading of the Ordinance will occur on December 5th, 2016

III. **FISCAL IMPACTS:** It is anticipated that the utility customers will bear all costs associated with installing and inspecting cross connection devices; however, Town resources will be utilized in implementation of the Program. Budgeted expenditures for this effort will be included in the Water Fund administration.

IV. **LEGAL ISSUES:** Ordinance No. 1007 is necessary for the Town to be in compliance with CDPHE regulations. Additional revisions to the Ordinance may be necessary as directed by the Board or Town Attorney prior to the second reading in order to ensure the Ordinance meets the needs of the Town prior to its final adoption and implementation.

V. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

VII. **SUMMARY AND ALTERNATIVES:** The Board of Trustees has the following options:

(1) Adopt Ordinance No. 1007 on first reading, as may or may not be amended;

(2) Direct Town Staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future Board agenda for second reading; or

(3) Reject or deny the Ordinance.

PROPOSED MOTION: "I MOVE TO APPROVE ORDINANCE NO. 1007, ORDINANCE AMENDING CHAPTER 13 OF THE LYONS MUNICIPAL CODE TO ADD A NEW ARTICLE 6 ENTITLED BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL PROGRAM, AND FURTHER MOVE TO SCHEDULE SECOND READING AND PUBLIC HEARING ON THIS ORDINANCE FOR DECEMBER 5, 2016 AT 7:00 PM AT TOWN HALL."

Attachments:

- CDPHE Regulation 11.39
- Utility and Engineering Board Meeting Minutes September 7, 2016
- Draft Ordinance No. 1007

TOWN OF LYONS, COLORADO

ORDINANCE NO. 1007

AN ORDINANCE AMENDING CHAPTER 13 OF THE LYONS MUNICIPAL CODE TO ADD A NEW ARTICLE 6 ENTITLED BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL PROGRAM

WHEREAS, pursuant to C.R.S. § 31-15-707, the Town of Lyons ("Town") possesses the authority to maintain a public waterworks system within the Town and protect such waterworks from pollution; and

WHEREAS, the Town supplies drinking water to its residents through its Water Department, which was created through the adoption of Section 13-3-10 of the Lyons Municipal Code; and

WHEREAS, the Colorado Department Public Health and Environment ("CDPHE") instituted Regulation 11, which requires drinking water suppliers to implement a backflow prevention and cross-connection control program ("BPCCC Program"), to assure the safety of public drinking water supplies; and

WHEREAS, the Town desires to amend its Municipal Code to add a BPCCC Program in order to comply with state law and to further the public health, safety, convenience and general welfare of the community; and

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the Board of Trustees desires to comply with state law and the Lyons Municipal Code by setting a public hearing in order to provide the public an opportunity to present testimony and evidence regarding the proposal. Approval of this Ordinance on first reading does not constitute a representation that the Board of Trustees, or any member of the Town Board, supports, approves, rejects, or denies this Ordinance.

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

Section 1. Recitals Incorporated. The recitals set forth above are hereby incorporated by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. New Article 6. The Lyons Municipal Code is hereby amended to add a new Article 6, entitled Backflow Prevention and Cross-Connection Control Program, to Chapter 13. Article 6 shall read in full as follows:

ARTICLE 6 – Backflow Prevention and Cross-Connection Control Program

Sec. 13-6-10. -Purpose.

The purpose of this Article is to protect the Public Water System from contaminants or pollutants that could enter the distribution system by Backflow from a Consumer's Water Supply System through the service connection.

Sec. 13-6-20. -Authority.

(a) The authority to implement this Backflow Prevention and Cross-Connection Control Program is contained in the following statute, legislation and regulations and acts:

(1) Article 1-114 and Article 1-114.1 of Title 25 of the Colorado Revised Statutes (CRS);

(2) Section 39 of 5 Colorado Code of Regulations 1002-11, Colorado Primary Drinking Water Regulations;

(3) 3 Colorado Code of Regulations 720-1, Colorado Plumbing Code; and

(4) Town of Lyons Municipal Code.

(b) The Water Department has the authority to inspect all service connections within the distribution system to determine if the connection is a Cross-Connection.

(c) The Water Department has the authority to control all service connections within the distribution system if the connection is a Cross-Connection.

(d) The Water Department may control any service connections within the distribution system in lieu of an inspection as long as the service connection is controlled with an Air Gap or reduced pressure zone Backflow Prevention Assembly.

(e)The Water Department may collect fees for the administration of this Article as adopted by the Board of Trustees by resolution.

(f) The Water Department shall maintain records of Cross-Connection inspections and the installation, testing and repair of all Backflow Prevention Assemblies installed for purposes of Containment and Containment By Isolation.

(g) The Water Department is authorized to adopt policies and procedures necessary to implement the provisions of this Article and the Backflow Prevention and Cross-Connection Control Program.

(h) Except as otherwise provided herein, the Water Department shall administer, implement and enforce the provisions of this Article.

Sec. 13-6-30. -Applicability.

This Article applies to all commercial, industrial, municipal and Multi-Family residential service connections within the Public Water System and to any persons outside the Town who are, by contract or agreement with the Water Department, users of the Public Water System. This Article does not apply to Single-Family residential service connections unless the Water Department becomes aware of a Cross-Connection at the Single-Family connection.

Sec. 13-6-40. -Definitions.

For purposes of this Article, the following terms and phrases shall have the meaning indicated, unless otherwise provided:

(a) "*Air Gap*" is a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel installed in accordance with standard AMSE A112.1.2.

(b) "*Backflow*" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the Public Water Systems distribution system from any source or sources other than its intended source.

(c) "*Backflow Contamination Event*" means backflow into a Public Water System from an Uncontrolled Cross-Connection such that the water quality no longer meets the Colorado Primary Drinking Water Regulations or presents an immediate health and/or safety risk to the public.

(d) "*Backflow Prevention Assembly*" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a Backflow Contamination Event, provided

that the mechanical assembly is appropriate for the identified contaminant at the Cross-Connection and is an in-line field-testable assembly.

(e) "*Backflow Prevention Method*" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a Backflow Contamination Event, provided that the method or non-testable device is appropriate for the identified contaminant at the Cross-Connection.

(f) "*Certified Cross-Connection Control Technician*" means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

(g) "*Containment*" means the installation of a Backflow Prevention Assembly or a Backflow Prevention Method at any connection to the Public Water System that supplies an auxiliary water system, location, facility, or area such that Backflow from a Cross-Connection into the Public Water System is prevented.

(h) "*Containment by Isolation*" means the installation of Backflow Prevention Assemblies or Backflow Prevention Methods at all Cross-Connections identified within a Consumer's water system such that backflow from a Cross-Connection into the Public Water System is prevented.

(i) "*Controlled*" means having a properly installed, maintained, and tested or inspected Backflow Prevention Assembly or Backflow Prevention Method that prevents backflow through a Cross-Connection.

(j) "*Cross-Connection*" means any connection that could allow any water, fluid, or gas such that the water quality could present an unacceptable health and/or safety risk to the public, to flow from any pipe, plumbing fixture, or a Consumer's water system into a Public Water System's distribution system or any other part of the Public Water System through backflow.

(k) "*Multi-Family*" means a single residential connection to the Public Water System's distribution system from which two or more separate dwelling units are supplied water.

(l) "*Public Water System*" means all Town facilities and equipment associated with the collection, treatment, operation, and distribution of water by the Water Department.

(m) "*Single-Family*" means:

(i) A single dwelling which is occupied by a single family and is supplied by a separate service line; or

(ii) A single dwelling comprised of multiple living units where each living unit is supplied by a separate service line.

(n) "*Uncontrolled*" means not having a properly installed and maintained and tested or inspected Backflow Prevention Assembly or Backflow Prevention Method, or the Backflow Prevention Assembly or Backflow Prevention Method does not prevent backflow through a Cross-Connection.

(o) "*Water Department*" means the Town of Lyons Water Department as created under Section 13-3-10 of this Code.

(p) "*Water Supply System*" means a water distribution system, piping, connection fittings, valves and appurtenances within a building, structure, or premises. Water Supply Systems are also referred to commonly as premise plumbing systems.

Sec. 13-6-50. -Requirements.

Consumers or property owners with commercial, industrial, municipal and Multi-Family residential service connections shall comply with the following requirements:

(a) Commercial, industrial, municipal and Multi-Family service connections shall be subject to an inspection by the Water Department for Cross-Connections. If the Water Department identifies a Cross-Connection, an appropriate Backflow Prevention Assembly and/or Backflow Prevention Method shall be installed at the Consumer's water service connection within one hundred twenty (120) days after its discovery. The Backflow Prevention Assembly shall be installed downstream of the water meter or as close to that location as deemed practical by the Water Department. If the Backflow Prevention Assembly or Backflow Prevention Method cannot be installed within one hundred twenty (120) days, the Water Department shall take action to control or remove the Cross-Connection, suspend service to the Cross-Connection, or receive an alternative compliance schedule from the Colorado Department of Public Health and Environment.

(b) In no event shall it be permissible to have connections or meter test tees between the meter and the Containment Backflow Prevention Assembly.

    (1) In instances where a reduced pressure principle backflow preventer cannot be installed, the owner must install approved backflow prevention devices or Backflow Prevention Methods at all Cross-Connections within the owner's plumbing system.

(c) Backflow Prevention Assemblies and Backflow Prevention Methods shall be installed in a location which provides access for maintenance, testing and repair.

(d) Reduced pressure principle Backflow preventers shall not be installed in a manner subject to flooding.

(e) Provisions shall be made to provide adequate drainage from the discharge of water from reduced pressure principle Backflow Prevention Assemblies. Such discharge shall be conveyed in a mater which does not impact waters of the state.

(f) All Backflow Prevention Assemblies and Backflow Prevention Methods shall be protected to prevent freezing. Those Backflow Prevention Assemblies and Backflow Prevention Methods used for seasonal services may be removed in lieu of being protected from freezing. The Backflow Prevention Assemblies and Backflow Prevention Methods used for seasonal services must be reinstalled and then tested by a Certified Cross-Connection Control Technician upon reinstallation.

(g) Where a Backflow Prevention Assembly or Backflow Prevention Method is installed on a Water Supply System using storage water heating equipment such that thermal expansion causes an increase in pressure, a device for controlling pressure shall be installed.

(h) All Backflow Prevention Assemblies shall be tested at the time of installation and on an annual schedule thereafter. Such tests must be conducted by a Certified Cross-Connection Control Technician.

(i) All costs for design, installation, maintenance, testing and as needed repair and replacement shall be borne by the Consumer.

(j) No exemptions to these requirements shall be authorized with the exception of fire sprinkler systems where the installation of a Backflow Prevention Assembly or Backflow Prevention Method will compromise the integrity of the fire sprinkler system, as determined by the Water Department.

(k) For new buildings, all building plans must be submitted to the Water Department and approved prior to the provision of water service by the Town. Building plans must show:
    (1) Water service type, size and location;
    (2) Meter size and location;
    (3) Backflow Prevention Assembly size, type and location; and
    (4) Fire sprinkler system(s) service line, size and type of Backflow Prevention Assembly.

(l) All fire sprinkling lines shall have a minimum protection of an approved double check valve assembly for Containment of the system.

(m) All glycol (ethylene or propylene) or antifreeze systems shall have an approved reduced pressure principle Backflow preventer for Containment.

(n) Dry fire systems shall have an approved double check valve assembly installed upstream of the air pressure valve.

(o) In cases where the installation of a Backflow Prevention Assembly or Backflow Prevention Method will compromise the integrity of the fire sprinkler system the Water Department can choose to not require the Backflow protection. The Water Department will measure chlorine residual at location representative of the service connection once a month and perform periodic bacteriological testing at the site. If the Water Department suspects water quality issues the Water Department will evaluate the practicability of requiring that the fire sprinkler system be flushed periodically.

Sec. 13-6-60. -Inspection, Testing and Repair.

(a) The Water Department shall require inspection, testing, maintenance and as needed repairs and replacement of all Backflow Prevention Assemblies and Backflow Prevention Methods, and of all required installations within the Consumer's or owner's plumbing system in the cases where Containment assemblies and/or methods cannot be installed.

(b) Backflow Prevention Assemblies or Backflow Prevention Methods shall be tested by a Certified Cross-Connection Control Technician upon installation and tested at least annually thereafter. The tests shall be made at the expense of the Consumer.
    (1) Any Backflow Prevention Assemblies or Backflow Prevention Methods that are non-testable, shall be inspected at least once annually by a Certified Cross-Connection Control Technician. The inspections shall be made at the expense of the Consumer.

(c) As necessary, Backflow Prevention Assemblies or Backflow Prevention Methods shall be repaired and retested or replaced and tested at the expense of the Consumer whenever the Backflow Prevention Assemblies or Backflow Prevention Methods are found to be defective by the Water Department.

(d) Testing gauges shall be tested and calibrated for accuracy at least once annually at the expense of the Consumer.

Sec. 13-6-70. -Reporting and Recordkeeping.

(a) Copies of records of test reports, repairs and retests, or replacements shall be kept by the Consumer for a minimum of three (3) years.

(b) Copies of records of test reports, repairs and retests shall be submitted to the Water Department by mail, facsimile or e-mail by the testing company or testing technician.

(c) Information on test reports shall include, but may not be limited to:
   (1) Assembly or method type;
   (2) Assembly or method location;
   (3) Assembly make, model and serial number;
   (4) Assembly size;
   (5) Test date;
   (6) Test results including all results that would justify a pass or fail outcome;
   (7) Certified Cross-Connection Control Technician certification agency;
   (8) Technician's certification number;
   (9) Technician's certification expiration date;
   (10) Test kit manufacturer, model and serial number; and
   (11) Test kit calibration date.

Sec. 13-6-80. -Right of entry.

Water Department personnel shall have the right of entry to inspect any and all buildings and premises for the presence of Cross-Connections to determine compliance with this Article in accordance with Section 13-1-30 of this Chapter. This right of entry shall be a condition of water service in order to protect the health, safety and welfare of Consumers throughout the Public Water System's distribution system.

Sec. 13-6-90. -Compliance.

(a) Consumers shall cooperate with the installation, inspection, testing, maintenance, and as needed repair and replacement of Backflow Prevention Assemblies and with the inspection process. For any identified Uncontrolled Cross-Connections, the Water Department shall complete one of the following actions within 120 days of its discovery:
   (1) Control the Cross-Connection; or
   (2) Remove the Cross-Connection; or
   (3) Suspend service to the Cross-Connection.

(b) The Water Department shall give notice in writing to any Consumer or owner whose plumbing system has been found to present a risk to the Public Water System's distribution system through an Uncontrolled Cross-Connection. The notice and order shall state that the Consumer or owner must install a Backflow Prevention Assembly or Backflow Prevention Method at each service connection to the Consumer's or owner's

premises to continue water service. The notice and order will give a date by which compliance must be achieved.

(c) In instances where a Backflow Prevention Assembly or Backflow Prevention Method cannot be installed, the Consumer or owner must install approved Backflow Prevention Assemblies or Backflow Prevention Methods at all Cross-Connections within the Consumer's or owner's Water Supply System. The notice and order will give a date by which compliance must be achieved.

Sec. 13-6-100. -Violations and Penalties.

Any violation of the provisions of this Article 6, shall, upon conviction, be punishable as provided in Article 1 of Chapter 13 of this Code, Article IV of Chapter 1 of this Code, or under other applicable statutes, laws, or regulations.

Sec. 13-6-110. -Conflict with other codes.

If a dispute or conflict arises between this Article and any plumbing, mechanical, building, electrical, fire or other code adopted by the Town, then the most stringent provisions of each respective code shall prevail.

Section 3. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 4. Repeal. All other ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed, provided that such repeal shall not repeal any repealer clauses in such ordinances nor revive any ordinance thereby.

Section 5. Effective Date. This Ordinance shall become effective thirty (30) days after publication following final passage in accordance with Section 2-2-160 of the Lyons Municipal Code.

INTRODUCED AND PASSED ON FIRST READING THIS 21st DAY OF NOVEMBER, 2016.

INTRODUCED, PASSED, ADOPTED AND ORDERED PUBLISHED THIS 5th DAY OF DECEMBER, 2016.

TOWN OF LYONS, COLORADO

_____

Connie Sullivan, Mayor

ATTEST:

_____

Debra K. Anthony, Town Clerk

(C) For systems supplying a large proportion of non-English speaking consumers, as determined by the Department, the supplier must include one or more of the following:

(I) Information in the appropriate language(s) regarding the importance of the special public notice.

(II) A telephone number or address where the consumer may contact the supplier to obtain a translated copy of the special public notice or request assistance in the appropriate language.

(ii) The supplier must redistribute the special public notice annually until the significant deficiency is corrected.

(b) For non-community water systems with significant deficiencies that have been corrected, if required by the Department, the supplier must distribute special public notice to inform consumers of the significant deficiencies, how the deficiencies were corrected, and the dates of correction.

11.39 BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL RULE

11.39(1) Applicability and Definitions

(a) For all public water systems, the supplier must comply with the requirements specified in this rule beginning January 1, 2016.

(b) “ACTIVE DATE” means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross connection in each calendar year.

(c) “BACKFLOW” means the reverse flow of water, fluid, or gas caused by back pressure or back siphonage.

(d) “BACKFLOW PREVENTION ASSEMBLY” means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.

(e) “BACKFLOW PREVENTION ASSEMBLY ANNUAL TESTING COMPLIANCE RATIO” means the number of backflow prevention assemblies tested during the calendar year divided by the number of backflow prevention assemblies installed at a cross connection that were used during the calendar year.

(f) “BACKFLOW PREVENTION METHOD” means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.

(g) “BACKFLOW PREVENTION METHOD ANNUAL INSPECTION COMPLIANCE RATIO” means the number of backflow prevention methods inspected during the calendar year divided by the number of backflow prevention methods installed at a cross connection that were used during the calendar year.

(h) "CERTIFIED CROSS-CONNECTION CONTROL TECHNICIAN" means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.

(i) "CONTROLLED" means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.

(j) "SURVEY COMPLIANCE RATIO" means the total number of connections surveyed, including the number of all non-single-family-residential connections to the public water system with the most protective backflow prevention assembly or method that was not surveyed as specified in 11.39(3)(c), divided by the total number of non-single-family-residential connections to the public water system and connections within the supplier's waterworks.

(i) The supplier is not required to include any non-single-family-residential connections identified after October 31 of the calendar year in the total number of non-single-family-residential connections to the public water system until the following calendar year.

(k) "UNCONTROLLED" means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.

11.39(2) <u>Backflow Prevention and Cross-Connection Control Program Requirements</u>

(a) The supplier must develop a written backflow prevention and cross-connection control program. The written backflow prevention and cross-connection control program must include all of the following:

(i) The supplier's process for conducting surveys.

(ii) The supplier's legal authority to perform a survey of a customer's property to determine whether a cross connection is present unless the supplier controls all non-single-family-residential connections to the public water system with the most protective backflow prevention assembly or backflow prevention method.

(iii) The process the supplier will use to select a backflow prevention assembly or backflow prevention method to control a cross connection.

(iv) The supplier's legal authority to install, maintain, test, and inspect backflow prevention assemblies and/or backflow prevention methods and/or require customers to install, maintain, test, and inspect backflow prevention assemblies and/or backflow prevention methods.

(v) The process the supplier will use to track the installation, maintenance, testing, and inspection of all backflow prevention assemblies and backflow prevention methods used to control cross connections.

(vi) The process the supplier will use to ensure backflow prevention assemblies are tested by a Certified Cross-Connection Control Technician.

(b) The Department may review and revise the written backflow prevention and cross-connection control program.

11.39(3) Treatment Technique Requirements for the Control of Cross Connections

(a) If the supplier learns of a suspected or confirmed backflow contamination event, the supplier must notify and consult with the Department on any appropriate corrective measures no later than 24 hours after learning of the backflow contamination event.

(b) The supplier is prohibited from installing or permitting any uncontrolled cross connection to the distribution system or within the supplier's waterworks.

(c) The supplier must survey all non-single-family-residential connections to the public water system to determine if the connection is a cross connection unless the supplier controls that connection with the most protective backflow prevention assembly or backflow prevention method. The supplier must survey all connections within the supplier's waterworks to determine if the connection is a cross connection.

(i) If the supplier identifies a cross connection during a survey, the supplier must determine the type of backflow prevention assembly or backflow prevention method to control the cross connection.

(ii) If the supplier becomes aware of a single-family-residential connection to the public water system that is a cross connection, the supplier must determine the type of backflow prevention assembly or backflow prevention method to control the cross connection.

(iii) The supplier must achieve the survey compliance ratios as specified in Table 11.39-I.

TABLE 11.39-I Survey Compliance Ratio

Compliance Date	Compliance Ratio
By December 31, 2016	Greater than 0.60
By December 31, 2017	Greater than 0.70
By December 31, 2018	Greater than 0.80
By December 31, 2019	Greater than 0.90
By December 31, 2020 and each year after	1.0

(iv) The supplier may apply to the Department for alternative survey compliance ratios for the compliance dates from December 31, 2016 through December 31, 2019 specified in Table 11.39-I.

(A) In the application, the supplier must include all of the following information:

(I) An explanation of why the supplier is unable to comply with the survey compliance ratios specified in Table 11.39-I.

(II) The proposed alternative survey compliance ratios for the compliance dates from December 31, 2016 through December 31, 2019 specified in Table 11.39-I.

(a) The proposed alternative survey compliance ratios must meet the survey compliance ratio of 1.0 by December 31, 2020.

(III) A discussion of the supplier's strategy to achieve the proposed alternative survey compliance ratios and the survey compliance ratio of 1.0 by December 31, 2020.

(B) The Department will only grant alternative compliance ratios for the compliance dates from December 31, 2016 through December 31, 2019.

(C) If the supplier receives written Department-approval for alternative survey compliance ratios, the supplier must comply with any Department-specified requirements in the approval.

(d) If the supplier discovers an uncontrolled cross connection and a suspected or confirmed backflow contamination event has not occurred, the supplier must:

(i) No later than 120 days after its discovery, install and maintain or require the customer to install and maintain a backflow prevention assembly or backflow prevention method at the uncontrolled cross connection, suspend service to the customer, or remove the cross connection.

(A) If the supplier is unable to meet the 120-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.

(B) The supplier can either control cross connections discovered within a customer's water system by containment or containment by isolation.

(I) "CONTAINMENT" means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.

(II) "CONTAINMENT BY ISOLATION" means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross connection into the public water system is prevented.

(C) The supplier must ensure that all installed backflow prevention assemblies used to control cross connections are tested by a Certified Cross-Connection Control Technician upon installation.

(D) The supplier must ensure that all installed backflow prevention methods used to control cross connections are inspected by the supplier or a Certified Cross-Connection Control Technician upon installation.

(e) The supplier must ensure that backflow prevention assemblies used to control cross connections are tested annually by a Certified Cross-Connection Control Technician and maintained. The supplier must achieve the backflow prevention assembly annual testing compliance ratios as specified in Table 11.39-II.

TABLE 11.39-II Backflow Prevention Assembly Annual Testing Compliance Ratio	
Compliance Date	Annual Compliance Ratio
By December 31, 2016	Greater than 0.50
By December 31, 2017	Greater than 0.60
By December 31, 2018	Greater than 0.70
By December 31, 2019	Greater than 0.80
By December 31, 2020 and each year after	Greater than 0.90

(i) No later than 60 days after the supplier is notified of a failed test, the supplier must ensure that the backflow prevention assembly that produced the failed test is repaired or replaced and tested, service is suspended to the customer, or the cross connection is removed.

(A) If the supplier is unable to meet the 60-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.

(ii) Beginning January 1, 2021, for each backflow prevention assembly not tested during the previous calendar year, the supplier must ensure the backflow prevention assembly is tested no later than 90 days after the active date of the backflow prevention assembly in the following calendar year.

(A) If the supplier is unable to meet the 90-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.

(f) The supplier must ensure that backflow prevention methods used to control cross connections are inspected annually by the supplier or a Certified Cross-Connection Control Technician and maintained. The supplier must achieve a backflow prevention method annual inspection compliance ratio of greater than (>) 0.90.

(i) No later than 60 days after the supplier is notified of an inadequate backflow prevention method, the supplier must ensure that the inadequate backflow prevention method is repaired or replaced, service is suspended to the customer, or the cross connection is removed.

(A) If the supplier is unable to meet the 60-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.

(ii) Beginning January 1, 2017, for each backflow prevention method not inspected during the previous calendar year, the supplier must ensure the backflow prevention method is inspected no later than 90 days after the active date of the backflow prevention method in the following calendar year.

(A) If the supplier is unable to meet the 90-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.

(g) The supplier must control or remove any uncontrolled cross connection or ensure that any cross connection is controlled no later than 10 days after being ordered in writing by the Department.

11.39(4) <u>Backflow Prevention and Cross-Connection Control Program Annual Written Report</u>

(a) Beginning in 2017, the supplier must develop a written backflow prevention and cross-connection control program report for the previous calendar year that includes all of the following information:

(i) Total number of non-single-family-residential connections to the public water system and connections within the supplier's waterworks.

(A) The supplier is not required to include any non-single-family-residential connections identified after October 31 of the calendar year in the total number of non-single-family-residential connections to the public water system until the following calendar year.

(ii) Total number of connections surveyed to determine if cross connections are present.

(iii) Survey compliance ratio.

(iv) Total number of identified cross connections.

(v) Number of uncontrolled cross connections identified during the calendar year.

(A) Number of identified uncontrolled cross connections that were controlled within 120 days of discovery.

(B) Number of identified uncontrolled cross connections that were not controlled within 120 days of discovery.

(vi) Number of backflow prevention assemblies installed at cross connections that were used during the calendar year.

(vii) Number of backflow prevention methods installed at cross connections that were used during the calendar year.

(viii) Number of connections where service was suspended as specified in 11.39(3) during the calendar year.

(ix) Number of backflow prevention assemblies used to control cross connections that were tested by a Certified Cross Connection Control Technician during the calendar year.

(x) Backflow prevention assembly annual testing compliance ratio.

(xi) Beginning January 1, 2021, the number and location of backflow prevention assemblies not tested during the calendar year covered by the report.

(xii) Number of backflow prevention methods used to control cross connections that were inspected during the calendar year.

(xiii) Backflow prevention method annual inspection compliance ratio.

(xiv) Beginning January 1, 2017, the number and location of backflow prevention methods not inspected during the calendar year covered by the report.

(b) For each calendar year, the supplier must complete the annual backflow prevention and cross-connection control program report no later than May 1 of the following calendar year.

11.39(5) <u>Compliance Determinations for Backflow Prevention and Cross-Connection Control</u>

(a) Compliance with the survey treatment technique requirement is based on the survey compliance ratio.

(i) The supplier is not required to include any non-single-family-residential connections identified after October 31 of the calendar year in the total number of non-single-family-residential connections to the public water system until the following calendar year.

(b) Compliance with the backflow prevention assembly testing treatment technique requirement is based on the backflow prevention assembly annual testing compliance ratio.

(c) Compliance with the backflow prevention method inspection treatment technique requirement is based on the backflow prevention method annual inspection compliance ratio.

11.39(6) <u>Violations for Backflow Prevention and Cross-Connection Control</u>

(a) The following constitute backflow prevention and cross-connection control treatment technique violations:

(i) The supplier fails to notify the Department of any suspected or confirmed backflow contamination event as specified in 11.39(3)(a).

(ii) The supplier installs or permits an uncontrolled cross connection.

(iii) The supplier fails to achieve the survey compliance ratio specified in 11.39(3)(c) or the Department-approved alternative survey compliance ratios.

(iv) The supplier discovers an uncontrolled cross connection and fails to comply with the requirements specified in 11.39(3)(d).

(v) The supplier fails to achieve the annual backflow prevention assembly testing compliance ratio specified in 11.39(3)(e).

(vi) The supplier fails to comply with the backflow prevention assembly failed test requirements specified in 11.39(3)(e)(i).

(vii) The supplier fails to comply with the backflow prevention assembly testing requirements specified in 11.39(3)(e)(ii).

(viii) The supplier fails to achieve the backflow prevention method inspection compliance ratio specified in 11.39(3)(f).

(ix) The supplier fails to comply with the backflow prevention method inadequate method requirements specified in 11.39(3)(f)(i).

(x) The supplier fails to comply with the backflow prevention method inspection requirements specified in 11.39(3)(f)(ii).

(xi) The supplier fails to comply with a written order from the Department specified in 11.39(3)(g).

(b) The following constitute backflow prevention and cross-connection control violations:

(i) The supplier fails to develop or implement a written backflow prevention and cross-connection control program as specified in 11.39(2).

(ii) The supplier fails to complete an annual backflow prevention and cross-connection control program report as specified in 11.39(4).

11.39(7) Response to Violations for Backflow Prevention and Cross-Connection Control

(a) In the event of a backflow prevention and cross-connection control treatment technique violation, the supplier must:

(i) Notify the Department no later than 48 hours after the violation occurs.

(ii) Distribute Tier 2 public notice as specified in 11.33.

(b) In the event of a backflow prevention and cross-connection control violation, the supplier must:

(i) Notify the Department no later than 48 hours after the violation occurs.

(ii) Distribute Tier 3 public notice as specified in 11.33.

11.40 RESERVED

11.41 WATER HAULER RULE

11.41(1) Applicability and Definitions

(a) For a public water system that hauls water, the water hauler must comply with the requirements specified in this rule in addition to other applicable requirements of the *Colorado Primary Drinking Water Regulations*.

(b) The water hauler is a supplier and means any person that owns or operates a public water system that hauls water.

11.41(2) Treatment Technique and Monitoring Requirements for Public Water Systems That Haul Water

(a) The water hauler must operate in accordance with a Department-approved operational plan.

(i) The water hauler must either submit an operational plan for Department approval or use the pre-approved operational plan in the Department's *Operational Handbook for a Colorado Public Water System That Hauls Water*.

(b) In addition to the applicable residual disinfectant concentration monitoring requirements specified in 11.8, 11.11 and 11.23, on each day a tank or container is used to deliver water, the water hauler must monitor the residual disinfectant concentration of the water dispensed from each tank or container at least once.

UEB Meeting Minutes, 7 Sep 2016

Meeting Time and Location: Began at 4:35 at Lyons Town Hall

Attendance:, Aaron Caplan, Lee Hall, Coco Gordon, John Cowdry, Chuck Keim

Staff: Jim Blankenship (by phone), Matt Manley, Lagenia Reimer **Liaisons:** Jim Kerr **Guests:**

Previous Minutes: . Reviewed and approved Aug 17th minutes.

BOT Update:

Staff Update:

Backflow Prevention and Cross Connection Control (BPCCC) Policy: The UEB received the response from Ramey Environmental that they thought the ordinance looked good. The UEB voted to send the ordinance on to the BoT.

J-U-B Consulting Sewer Expansion Feasibility Study Presentation:

Accessory Dwelling Unit (ADU) Tap Fees:

Meeting ended: 6:30 pm. **Minutes Submitted by**: Aaron Caplan

Agenda Item No: **VII -5**
Meeting Date: November 21, 2016

Subject: Resolution 2016- 100, a Resolution **Approving** the First Amendment to the Construction Agreement with Duran Excavating, Inc. to furnish and install the 12" water transmission main at three locations in the Town.

Presenter: Jim Blankenship, Town Engineer

Background: Following the appropriate bid process, in March 2016, the Town entered into a Construction Agreement with Duran Excavating, Inc. to furnish and install a new water main in the River Bend area, Railroad Ave., and Upper 5th Ave. As the project progressed, the Town and the Contractor recognized the need for a reduction in the Scope of Work and a corresponding reduction in the contract price. Those revisions warrant execution of a First Amendment to the Construction Agreement. In addition, work continued on the project beyond the contract completion date of June 30, 2016, and the parties wish to document that change in the First Amendment as well. Finally, the First Amendment will include a revised signature page, as the signature page attached to the Construction Agreement did not contain a place for the signature of the Contractor's representative to be notarized.

Staff Recommendations: Approve the Resolution approving a First Amendment to the Construction Agreement with Duran Excavating, Inc.

TOWN OF LYONS, COLORADO
RESOLUTION 2016-100

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH DURAN EXCAVATING, INC. TO FURNISH AND INSTALL THE 12" WATER TRANSMISSION MAIN IN LOCATIONS A (RIVER BEND), B (RAILROAD AVE) AND C (UPPER 5TH AVE) IN THE TOWN

WHEREAS, by Resolution 2016-38, on March 21, 2016, the Town of Lyons (the "Town") entered into a Construction Agreement with Duran Excavating, Inc. to replace portions of the Town's aging and vulnerable water transmission line, through a Colorado Department of Public Health and Environment grant; and

WHEREAS, for various reasons, the Scope of Work, Contract Amount and Completion Date all changed during the pendency of the Construction Agreement; and

WHEREAS, the Town and the Contractor agreed to the changes, and desire to document those changes through a First Amendment to the Construction Agreement; and

WHEREAS, the Board of Trustees desires to approve the First Amendment to the Construction Agreement in a form satisfactory to the Town Attorney and to authorize the Mayor or Mayor Pro Tem to execute the First Amendment to the Construction Agreement with Duran Excavating, Inc.

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 First Amendment to the Construction Agreement to furnish and install the 12" Water Transmission Main in Locations A, B and C, as such locations are described herein, which First Amendment, among other changes, will reduce the total Contract Price from $488,617 to $454,812, in substantially the form attached hereto as Exhibit A, including the new Schedule of Values attached to the First Amendment to the Construction Agreement, (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.

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

ADOPTED this 21st DAY OF NOVEMBER 2016.

TOWN OF LYONS

By:_____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, MMC - Town Clerk

FIRST AMENDMENT TO
CONSTRUCTION AGREEMENT
(Water Transmission Main Replacement)
Project No. CDPHE PA-11B

THIS **FIRST AMENDMENT TO CONSTRUCTION AGREEMENT** (the "First Amendment") is made and entered into by and between the **TOWN OF LYONS**, a statutory municipal corporation of the State of Colorado (the "Town"), and **DURAN EXCAVATING, INC.,** having a principal office address of 14332 CR64, Greeley, CO 80631 (the "Contractor"). The Town and the Contractor are individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, the Parties entered into that certain Construction Agreement (Water Transmission Main Replacement, Locations A, B and C), Project No. CDPHE PA-11B dated March 21, 2016 (the "Agreement"); and

WHEREAS, as the project progressed, the Town and the Contractor recognized the need for a reduction in the Scope of Work and a corresponding reduction in the contract price, both of which warrant an amendment to the Agreement; and

WHEREAS, in addition, by agreement of the parties, work continued on the project beyond the contract completion date of June 30, 2016, and the parties wish to document that change in a contract amendment as well; and

WHEREAS, the signature page attached to the Construction Agreement was somewhat unclear in that it did not contain a place for the signature of the Contractor's representative to be notarized.

NOW, THEREFORE, the Parties agree as follows:

A. Amendment to Section 3.00 of the Agreement. Section 3.00 of the Agreement shall be deleted in its entirety and replaced by a new Section 3.00 to read as follows in its entirety:

> 3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through October 31, 2016 or until the Scope of Work is completed. Intermediate milestones are listed in the project specifications. The parties agree that this extension of the original completion date shall not trigger the provisions of Section 4:00 of the Agreement.

B. Amendment to Section 5.00 of the Agreement. Section 5.00 of the Agreement, Contract Sum and Payment, is hereby amended by the deletion of "Four Hundred Eighty-Eight Thousand Six Hundred Seventeen and no/100 Dollars ($488,617.00) and the insertion of "Four Hundred Fifty-Four Thousand, Eight Hundred Twelve Dollars ($454,812.00) in accordance with the Schedule of Values attached as Exhibit A to this First Amendment to Construction Agreement, which shall replace and supersede the Schedule of Values attached to the original Construction Agreement.

C. Signature Page. Because the signature page on the Construction Agreement did not contain a place for the signature of the Contractor's representative to be notarized, the parties agree and acknowledge that the signature page at the end of this First Amendment, once executed by the parties, shall be deemed to serve as execution of this First Amendment as well as ratification of the parties' signatures on the Construction Agreement.

D. No Other Amendments: Nothing contained in this First Amendment shall affect any other provisions of the Agreement except as specifically set forth herein. In the event of any conflict between this First Amendment and the Agreement, the terms of this First Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Construction Agreement, to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

TOWN OF LYONS, a statutory municipal corporation of the State of Colorado

By: _____

Victoria Simonsen, Town Administrator, *authorized by Resolution 2015-79 and Section 4-30-40(d) of the Lyons Municipal Code*

Date of execution: _____, 2016

ATTEST:

_____
Debra K. Anthony, Town Clerk

DURAN EXCAVATING, INC., a
Colorado corporation

By: _____
Name:_____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was executed before me this ___ day of _____, 2016, by _____ as _____ of **DURAN EXCAVATING, INC.**, a Colorado corporation.

My commission expires: _____

[SEAL]

_____
Notary Public

Contract Amendment
Project: Town of Lyons Water Install Project CDPHE-PHIIB
Project #: 1129

11/17/2016

ITEM #	DESCRIPTION	Location CODE	Plan Set Code	QUANTITY	UNITS	CONTRACT UNIT PRICE	COST
	ITEM						
1	Mobilization	Location A	1	1	ls	$ 16,390.00	$ 16,390.00
2	Bonding	Location A	1	1	ls	$ 3,500.00	$ 3,500.00
3	Construction Staking - Necessary for Project plus 10 hours field crew as Town's Discretion	Location A	1	1	ls	$ 3,200.00	$ 3,200.00
4	Utiliy Locates as per Drawings and Notes in work zone	Location A	1	1	ls	$ 250.00	$ 250.00
5	Utilty Potholes as per Drawings	Location A	1	2	ea	$ 429.00	$ 858.00
6	General Demolition and Disposal	Location A	1	1	ls	$ 5,000.00	$ 5,000.00
7	Remove Asphalt Pavements and Dispose	Location A	1	475	sy	$ 3.00	$ 1,425.00
8	Furnish and Install 12 inch C900 PVC with tracer wire, fittings and restraint and trench	Location A	1	615	lf	$ 73.00	$ 44,895.00
9	Furnish and Place Flowable Backfill (Flow-Fill) Per CDOT Spec in SH7 with Cover Plate Protection	Location A	1	60	cy	$ 110.00	$ 6,600.00
10	Furnish and Install 20" diameter steel casing in utility trench	Location A	1	24	lf	$ 78.00	$ 1,872.00
11	Furnish and Install carriers for 12" PVC in 20" Casing	Location A	1	6	ea	$ 110.00	$ 660.00
12	Furnish and install 12" Gate Valves	Location A	1	1	ea	$ 3,042.00	$ 3,042.00
13	Furnish and Install 12"x12"x12" Tee with Thrust Block	Location A	1	1	ea	$ 1,708.00	$ 1,708.00
14	Furnish and Install 12" Water Line Lowering including fittings, ties and restraints	Location A	1	2	ea	$ 6,857.00	$ 13,714.00
15	Furnish and Install 12" 22.5 Degree Bend with Restraint	Location A	1	4	ea	$ 1,085.00	$ 4,340.00
17	Traffic Control - Temporary Type III with Road Closed	Location A	1	4	ea	$ 300.00	$ 1,200.00
18	Traffic Control - Sign Panel For Road Work	Location A	1	12	ea	$ 60.00	$ 720.00
19	Traffic Control - Channelinzing Devices	Location A	1	24	ea	$ 110.00	$ 2,640.00
20	Temporary measures - furnish, install and remove temporary blow off for water main testing	Location A	1	2	ea	$ 900.00	$ 1,800.00
21	Surfacing - Install Aggregate Materials for Private Drive finish surface	Location A	1	119	sy	$ 15.00	$ 1,785.00
22	Surfacing - Install Pavement Patch per Standard Detail	Location A	1	360	sy	$ 30.00	$ 10,800.00
23	Grading and Dispoals of Excess Subgrade for Pavement	Location A	1	126	cy	$ 22.00	$ 2,772.00

24	Subgrade Prep for Asphalt Pavement	Location A	1	505	sy	$ 2.00	$ 1,010.00
25	Surfacing - Install Asphalt Pavement on Treated and Compacted Base	Location A	1	505	sy	$ 56.00	$ 28,280.00
26	Remove and Replace concrete crosspan (8" thick)	Location A	1	152	sf	$ 4.00	$ 608.00
27	Stockpile Protection	Location A	1	615	lf	$ 2.20	$ 1,353.00
28	Portable Concrete Wash Out	Location A	1	0.4	week	$ 500.00	$ 200.00
29	Final Project Clean up and restoration	Location A	1	1	ls	$ 6,400.00	$ 6,400.00
30	Relocate existing electrical line, water service line, removal of railroad ties	Location A	1	1	LS	$ 8,945.50	$ 8,945.50
31	Flagging at Railroad	Location A	1	1	LS	$ 2,436.00	$ 2,436.00
						Location A Total:	$ 178,403.50

1	Mobilization	Location B	1	1	ls	$ 15,000.00	$ 15,000.00
2	Bonding	Location B	1	1	ls	$ 3,500.00	$ 3,500.00
3	Construction Staking - Necessary for Project plus 10 hours field crew as Town's Discretion	Location B	1	1	ls	$ 3,200.00	$ 3,200.00
4	Utiliy Locates as per Drawings and Notes in Work Zone	Location B	1	1	ls	$ 250.00	$ 250.00
5	Utilty Potholes as per Drawings	Location B	1	5	ea	$ 429.00	$ 2,145.00
6	General Demolition and Disposal	Location B	1	1	ls	$ 1,106.00	$ 1,106.00
7	Furnish and Install 20" diameter steel casing, bore, with install and receiving pits	Location B	1	33	lf	$ 495.00	$ 16,335.00
8	Complete in place 36" casing, adjust pit, terminate 24" casing, equipment to site and remove equipment and close pit.	Location B	1	120	LF	$ 858.52	$ 103,022.40
9	Furnish and Install carriers for 12" PVC in 20" Casing	Location B	1	12	ea	$ 88.00	$ 1,056.00
10	Furnish and Install 12 inch C900 PVC with tracer wire, fittings, connections to existing with tapping saddle	Location B	1	964.4	lf	$ 75.00	$ 72,330.00
11	Additional Cost for Trench Box for Pipe Install Near Trees	Location B	1	200	lf	$ 3.00	$ 600.00
12	De-watering	Location B	1	1	ea	$ 3,680.00	$ 3,680.00
13	Furnish and Install 8 inch C900 PVC with tracer wire, fittings	Location B	1	34	lf	$ 60.00	$ 2,040.00
14	Furnish and Install 6 inch CL350 DIP with tracer wire, fittings, gate valve	Location B	1	8	lf	$ 230.00	$ 1,840.00
15	Furnish and install 12" Gate Valves	Location B	1	2	ea	$ 3,042.00	$ 6,084.00
16	Furnish and install 8" Gate Valves	Location B	1	1	ea	$ 1,740.00	$ 1,740.00
17	Furnish and Install 12" Combination 45 and 11.25 Degree Bends	Location B	1	1	ea	$ 2,185.00	$ 2,185.00
18	Furnish and Install 12" Combination 45 and 22.5 Degree Bends	Location B	1	1	ea	$ 2,185.00	$ 2,185.00
19	Furnish and Install 12" Combination 22.5 and 11.25 Degree Bends	Location B	1	1	ea	$ 2,185.00	$ 2,185.00

20	Furnish and Install 12" 45 Degree Bend	Location B	1	2	ea	$ 1,111.00	$ 2,222.00
21	Furnish and Install Standard Fire Hydrant per Detail including restraint and vavle	Location B	1	1	ea	$ 6,530.00	$ 6,530.00
22	Funinsh and Install Permanent Blow Off	Location B	1	1	ea	$ 1,950.00	$ 1,950.00
23	Temporary measures - furnish, install and remove temporary blow off for water main testing	Location B	1	1	ea	$ 900.00	$ 900.00
24	Remove Ex. Gravel Drive and Replace per Standard Detail	Location B	1	320	sy	$ 10.00	$ 3,200.00
25	Surfacing - Install Pavement Patch for Driveway Access Per Detail	Location B	1	109	sy	$ 67.00	$ 7,303.00
26	Traffic Control - Temporary Type III with Road Closed	Location B	1	1	ea	$ 300.00	$ 300.00
27	Traffic Control - Sign Panel For Road Work	Location B	1	8	ea	$ 70.00	$ 560.00
28	Traffic Control - Channelinzing Devices	Location B	1	24	ea	$ 110.00	$ 2,640.00
29	Stockpile Protection	Location B	1	1	ea	$ 250.00	$ 250.00
30	Portable Concrete Wash Out	Location B	1	2	week	$ 500.00	$ 1,000.00
31	Trench Protection	Location B	1	882	lf	$ 1.50	$ 1,323.00
32	Tree Protection	Location B	1	6	ea	$ 100.00	$ 600.00
33	Restore landscape and other improvements for all project areas	Location B	1	1	ls	$ 3,200.00	$ 3,200.00
34	Extra depth to exist pipe as installed by separate Contractor	Location B	1	1	LS	$ 920.00	$ 920.00
35	Xcel Gas service relocation	Location B	1	1	LS	$ 727.50	$ 727.50
36	Final Project Clean up and restoration	Location B	1	1	ls	$ 2,300.00	$ 2,300.00
						Location B Total:	$ 276,408.90
						Project Total:	$ 454,812.40

Agenda Item No: VII - 6
Meeting Date: November 21, 2016

Subject: Resolution 2016-102, a Resolution approving a professional services agreement with Smith Environmental and Engineering for Environmental Consulting Services

Presenter: Dave Fenity, Project Manager

Background: An RFP posted July 27, 2016 on Rocky Mountain eBIDS. There were four companies interested, with only two responding with proposals.

In September, 2016, those proposals were received for Environmental Consulting Services. Two (2) consultants submitted proposals for the projects. After reviewing the proposals, an Ad-Hoc committee interviewed both firms. Based on these interviews, the committee selected Smith Environmental and Engineering.

The work will allow project closeout with FEMA and several other funding agencies with regards to environmental compliance. This work will be conducted through research and background interviews with staff and contractors. The maximum contract amount is not to exceed $39,832.00.

The work is expected to begin this month, and will be completed by February of 2017. Work includes background investigations and research, interviews with Town staff and contractors, verification of compliance, and reporting. Please see the attached proposal from Smith Environmental and Engineering for the project.

TOWN OF LYONS, COLORADO
RESOLUTION 2016-102

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SMITH ENVIRONMENTAL AND ENGINEERING FOR ENVIRONMENTAL CONSULTING SERVICES

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

WHEREAS, the Town has a need for a contractor to perform environmental consulting services related to environmental compliance in the closeout of flood recovery matters with FEMA and other federal funding agencies; and

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

WHEREAS, the Town has reviewed the proposals received and selected Smith Environmental and Engineering as the successful consultant.

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

Section 1. The Town Board of Trustees hereby selects Smith Environmental and Engineering as the successful Consultant for Environmental Consulting Services as described in the Request for Proposals, and authorizes the Mayor or the Town Administrator to execute and the Town Clerk to attest the Administrator's or the Mayor's signature on an Agreement for Professional Services with Smith Environmental and Engineering at a not to exceed amount of $39,832, in accordance with the terms and conditions set forth in the Request for Proposals.

ADOPTED THIS 21st DAY OF NOVEMBER 2016.

TOWN OF LYONS, COLORADO

_____
By: Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, Town Clerk

Town of Lyons
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of November 2016, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "**Town**"), and Smith Environmental and Engineering with offices at 1490 121st Avenue Ste 101, Westminster, CO (the "**Contractor**").

WITNESSETH

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

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

WHEREAS, the time for submittal of proposals has passed, and the Town has

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

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

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

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

1.0 SERVICES AND PURPOSE OF AGREEMENT

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

1.2 Town Representative. The Town assigns Dave Fenity, Project Manager, 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.

☒ Attachment C, Department Of Commerce Economic Development Administration ("EDA") Requirements for Procurement Contracts if EDA funding is used for the Work.

1.6 Lawful Performance. It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

2.0 COMPENSATION

2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed $39,832 unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

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

invoice the Town for work performed based on the rates and/or compensation methodology and amounts described in **Exhibit B** subject to the not to exceed amount set forth in this Section. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Scope of Work completed. Progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all improvements embraced in this Agreement.

B. Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work or Services as set forth in Exhibit A. The total amount of final payment shall consist of the compensation set forth in paragraph 2.1, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor.

C. Should work beyond that described in Exhibit A be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies.

D. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

2.2 Reimbursable Expenses. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses. If the Agreement is for compensation based on a time and materials methodology, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

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

Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost

that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

2.3 Increases in Compensation or Reimbursable Expenses. Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.

2.4 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.

2.5 Town Dispute of Invoice or Invoiced Item(s). The Town may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE

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

3.1 General. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from the Town Representative and the Town such information that the Contractor, based on the

Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. The Contractor shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.

3.3 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. **CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.** To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on

the Town ; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town 's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.

3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

3.6 Standard of Performance. In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or sub-contractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within **Exhibit A**. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.

3.7 Review of Books and Records. The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

3.8 Licenses and Permits. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

3.9 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.10 Employment of or Contracts with Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.

3.11 Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and/or other data supplied to the Contractor (by the Town or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a

material way. However, the Contractor shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall be effective on the 8th of November 2016 at 12:01 a.m., (the "Effective Date") and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or **11:59 p.m. February 28th, 2017**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.

4.2 Continuing Services Required. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Administrator, the Town Representative, or other Town employee expressly authorized in writing to direct the Contractor's services.

4.3 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

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

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

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

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

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

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

5.0 INSURANCE

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

☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); or

☒ The Contractor shall secure and maintain the following ("Required Insurance"):

- ☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

- ☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000.00) each occurrence and of Two Million Dollars ($2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

- ☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

- ☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars ($1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

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

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

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

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

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

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

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

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

policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.

6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third-party against the Town and/or the Contractor alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:

A. The Contractor shall not be entitled to and shall not defend such claim; and

B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and

C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and

D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the Town shall indemnify and hold Contractor harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.

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

hold the Town, its elected officials, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the Town, its elected officials, boards, commissions, officials, officers, agents, Contractors, attorneys, or employees. The Contractor's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

6.4 Defense of Claims.

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

B. Claims Against Only One Party. In the event of any claim asserted by a third-party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the Services or any claim that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

7.0 RECORDS AND OWNERSHIP OF DOCUMENTS

7.1 Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town 's records retention and disposal policies. Those

records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

7.2 Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

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

8.0 FORCE MAJEURE

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

the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

9.0 REMEDIES

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

A. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

D. Terminate this Agreement in accordance with this Agreement; and/or

E. ☐ Other remedies as may be provided by attached addendum or addenda.

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

10.0 MISCELLANEOUS PROVISIONS

10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

10.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado

Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

10.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.3 shall not authorize assignment.

10.4 No Third-party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

10.5 Article X, Section 20/TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Centennial, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

10.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

10.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

10.8 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

10.9 Interpretation and Mutual Negotiation. It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either Contractor or Contractor's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.

10.10 Paragraph Captions. The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

10.11 Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

10.12 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and the Contractor.

10.13 Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

10.14 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

10.15 Notices. Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the Town :	**If to Contractor**:
Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	Smith Environmental & Engineering 1490 121st Ave, Ste 101 Westminster, CO 80234
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
☐ Not Required
By: _____
Mayor or Mayor Pro Tem

Approval by Town Administrator
☐ Not Required
By: _____
Victoria Simonsen, Town Administrator

ATTEST:

_____
Debra K. Anthony Town Clerk

APPROVED AS TO FORM (*Excluding Exhibits*)
☐ Not Required

_____
For Town Attorney's Office

CONTRACTOR:

By: _____

Printed name:_____

Its:_____

STATE OF)
COUNTY OF) ss.
The foregoing Professional Services Agreement was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

My commission expires: _____.

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

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION

SMITH ENVIRONMENTAL & ENGINEERING

Sustainable Environmental Solutions

PROPOSAL TO PROVIDE ENVIRONMENTAL CONSULTANT SERVICES TO THE TOWN OF LYONS

RFP-JK-1610

Prepared for the Town of Lyons
by Smith Environmental & Engineering

TOWN OF LYONS

Due Date and Time: September 9, 2016, 4:30 PM MT

www.smithdelivers.com

1490 W. 121st Ave. Suite 101 Westminster, CO 80234 phone: 720.887.4928 fax: 720.887.4680

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1.0 COVER LETTER

September 9, 2016

Town of Lyons
Attn: Dave Fenity, Project Manager
432 5th Avenue, P.O. Box 49
Lyons, CO 80540

RE: Proposal to Provide Environmental Consultant Services to the Town of Lyons, RFP #JK-1610

Dear Mr. Fenity:

It is my pleasure to submit this Smith Environmental & Engineering (SMITH) Proposal to Provide Environmental Consultant Services to the Town of Lyons (the Town), in response to RFP #JK-1610.

SMITH is a full-service environmental consulting and design-build company which has been providing services for various projects since our firm's inception in June of 2000. SMITH has provided services on more than 1,100 projects in the last 16 years, including many in and around the Town of Lyons and Boulder County. From our headquarters in Westminster, we can mobilize to the Town within approximately 45 minutes or less.

Since the historic flooding that impacted many Front Range communities in 2013, many of our projects have dealt with repairing infrastructure and restoring waterways and other natural habitat that has been damaged by the flood. SMITH is sensitive to the needs of the Town in continuing its recovery from this event and we look forward to putting our expertise to work for the Town under this contract.

SMITH's unique qualifications for this project include:

- Substantial experience in working with state, federal, and local agencies to comply with necessary regulatory components.
- The SMITH team has a deep understanding of the Town's needs and is dedicated to making sure each project meets all regulatory components and, if not, work on solutions to gain compliance in a timely, low-cost manner . We are well-staffed and ready to begin work under this contract immediately.
- SMITH has extensive experience conducting environmental studies and preparing reports in all areas which are relevant to the projects reviewed under this contract, including hazardous materials investigations, air and water quality studies, floodplains, wetlands, environmental justices, endangered species, fish and wildlife, migratory birds, and historic preservation.

I hereby certify that the information and data contained in the attached proposal are true to the best of my knowledge. If you have any questions regarding our proposal, please contact me at (303) 551-7972, by email at petersmith@smithdelivers.com, or at the Westminster address below.

Respectfully submitted,
Smith Environmental & Engineering

Peter Smith
Vice President

Primary Point of Contact:
Peter Smith, Principal in Charge
Smith Environmental & Engineering
1490 W. 121st Ave., Suite 101
Westminster, CO 80234
Phone: (303) 551-7972
Fax: (720) 887-4680
Email: petersmith@smithdelivers.com

2.0 STATEMENT OF PROJECT UNDERSTANDING

SMITH understands the difficult situation Front Range municipalities are put in when a natural disaster occurs. Damage, whether it is flooding, damage caused by a blizzard, high wind damage or tornadoes, all wreak havoc on existing infrastructure. And immediately following the natural disaster, municipalities focus attention on human health and safety (as they should) and less so on strictly adhering to all environmental regulations. And FEMA understands the need for immediate attention to address human health and safety issues when they issue a Record of Environmental Consideration (REC), which is in effect a relaxed standard of an existing environmental law (Clean Water Act, Clean Air Act, Endangered Species Act, National Historic Preservation Act, etc....) so that the municipality can make emergency repairs to insure human health and safety. For example, the FEMA REC issued to the Town for repairing a damaged bridge that borders Preble's meadow jumping mouse habitat (protected under the Endangered Species Act) allows for the impacting of Preble's meadow jumping mouse (PMJM) habitat to implement the repair and is not overly concerned if the construction traffic does impacts PMJM habitat. In another example, if an above ground fuel storage tank was ruptured, found to be leaking after the flood, and the Town implemented immediate removal of the tank and excavation of what appeared to be contaminated soil, SMITH would investigate the location of the cleanup and verify the soil is not contaminated, or if it is still contaminated, make soil remediation recommendations to the Town.

As the town is now in a position to assess impacts to natural and cultural resources, SMITH is prepared to conduct investigations on a wide range of resources to help the Town demonstrates compliance for all its capital improvement projects. And the purpose of these impact assessments and reports will be to document that the Town is in compliance with the requirements of the FEMA REC. And if the Town is not in compliance with the FEMA REC, SMITH will develop mitigation strategies and methods to bring the Town into compliance with the REC. These mitigation plans and recommendations will be consistent with the Town of Lyons Recovery Action Plan and Environmental Sustainability Plan.

SMITH has been developing sustainable solutions since its inception in 2000. We have provided these types of services to our Front Range municipal clients on over 400 projects since 2000. We have highly qualified and certified scientists to complete these investigations and impact assessments including hydrologists, soil scientists, wetland scientists, wildlife biologist, plant ecologists, cultural resource specialist, historians, geologists, and hazardous materials specialist.

SMITH understands the Town had some environmental investigations conducted immediately after the flood. SMITH will utilize this information in assessing the condition of the resource when making impact assessments. For example, if a study was conducted to document the extent of PMJM habitat after the flood, SMITH will utilize that information to finalize the impact assessment associated with any stream restoration activities completed that may have impacted any remaining PMJM habitat, or document that the stream restoration activities did not impact any remaining PMJM habitat. In another example, if a house was investigated for the presence of asbestos containing materials (ACM) that was severely damaged and was going to be demolished, SMITH would evaluate the land where the building was demolished and document that no asbestos containing material is in the soil (assuming that was the result of the investigation). And if SMITH found there was ACM in the soil, we would make soil cleanup recommendations.

3.0 PROPOSED METHODOLOGY

SMITH understands that this effort consists of many projects with different funding sources that were completed for multiple agencies and by different contractors. As a result, proper organization will be essential from the beginning to ensure that each project is addressed in a straightforward and efficient manner. During the Initial Planning phase (Task 1), SMITH will develop a schedule utilizing Critical Path methodology to establish milestones for investigating all the projects in a timely manner. This schedule will drive the weekly meetings and will be used to establish action items and to identify information gaps so that each task can move forward efficiently. The schedule will be based on the priorities developed in collaboration between the Town and SMITH. Deadlines for each submittal will also be mutually agreed upon between the two parties. SMITH understands that meeting these deadlines will be heavily dependent upon the responsiveness of the contractors and agency representatives. Therefore, SMITH will contact each party at least three weeks in advance of the established deadline, and request that all necessary information be provided within two weeks. SMITH is committed to completing these all tasks in a timely manner.

We also recognize the need to follow communication protocols through the project manager and plan on following the procedures set forth in the contract. However we also are aware of the dynamics in a smaller community such as Lyons. There will be residents wanting to communicate with whomever they see as available at the time or wanting to go directly to the people with whom they feel comfortable. It may be necessary to handle some communications directly with stakeholders or other Town officials at times. This would always be done with keeping the Town's project manager in the loop but recognizing that unresponsiveness to community members may not be in the best interests of the Town in relation to facilitating the project in goodwill. We recognize that good organization calls for structure in communication and this will be followed. However we also recognize that the Town of Lyons recognizes each member of the community as a valued asset and will want to have them treated in a manner that communicates that respect.

For project organization, we will utilize spreadsheet and/or database tracking tools for data storage and retrieval when identifying applicable regulatory components for each project. These spreadsheets/databases will provide the foundation of SMITH's work through the duration of the review process and will be edited, expanded if necessary, and referred to as the review advances. This approach will facilitate quality control while working on several projects concurrently.

Once SMITH has identified the applicable regulatory components for each project, the project documentation provided by the Town will be evaluated to determine what issues have been adequately addressed and do not require additional investigation. The findings will be summarized and submitted to the Town as the submittal package for Task 1, and will include the project tracking spreadsheets. SMITH will incorporate each project's schedule into this initial review in order to prioritize the detailed reviews that will be conducted in Task 2.

When the Town approves of the initial submittal, SMITH will begin the in-depth review of the project documentation, including interviews with Town staff and contractors. Our Ecological Services Group will serve as the lead group for this effort. Mr. Darrin Masters and Mrs. Rebecca Hannon have extensive experience in conducting on site surveys and preparing necessary environmental permitting documentation, especially for the National Environmental Protection Act (NEPA). We have worked on

many flood recovery projects since 2013 and we have a keen understanding of regulatory requirements from the Clean Air Act, Endangered Species Act, and Cultural Resource to the Clean Water Act, hazardous materials abatement, and floodplain management. This puts us in a unique position of being on both the permitting and compliance review parts of a project. Therefore, we know what is expected by many federal agencies.

While our company is relatively small with 32 employees, we have a depth of expertise between our specialist groups; Ecological Sciences, Ecological Management, Construction Management, Engineering, and the Hazardous Materials Group to confirm compliance with any federal agency. The appropriate project tasks will be delegated to the group with the necessary knowledge to review the compliance measures accurately and efficiently. This internal review strategy will ensure that the team member with the most knowledge of each regulatory component is performing the review.

In order to minimize the costs to the Town and to complete the project reviews efficiently, SMITH intends to conduct in-person interviews only as necessary. We believe that most interviews can take place over the phone and information and reports can be obtained electronically. A list of unresolved issues will be compiled for each project, and this information will first be conveyed by email to the appropriate entity (i.e. the Town or contractor). If the issues cannot be resolved through email, a phone conference will be scheduled. If a face-to-face meeting required, specifically for document review, SMITH will coordinate the meeting and only key staff will attend.

SMITH will compile the information into a thorough report for the Town that will be submitted as the deliverable for Task 2 and revised for Task 3. As requested, each project will be discussed in a separate, stand-alone section of the report with all pertinent field data and supplemental information included in the appendix. SMITH has developed complex reports for a diverse array of clients, and is confident in our ability to present a clear, organized document.

SMITH acknowledges that internal organization and accounting will be essential in order to bill the Town correctly for our time and resources. Many of our projects that we work on throughout the year are organized through Davis-Bacon and Prevailing Wages. Our accounting team is well-versed at parsing work hours with the appropriate billing structure. SMITH's largest active project currently has 36 individual task items, and project managers instruct and validate hours to be used, project codes for timesheets, vehicle mileage logs, equipment purchases, etc. to their respective staff members. Developing a budgeting structure that incorporates the requirements of all the funding agencies for this project will also be one of the first things completed in the Initial Planning Phase. This structure will be vetted through the Town's project management team to ensure that it works easily with your structure. SMITH is confident that our strategy will be effective for this effort.

SMITH is an established and respected consulting firm operating within the Front Range of Colorado. Over 15 years, we have formed connections with many private, local, state and federal organizations. As a result, we receive many referrals and sole-sourced repeat business! SMITH understands that the timeline will be of the utmost importance in order to meet the conditions of federal funding. SMITH has worked on similar projects where full funding was contingent upon completion by a certain date. We are committed to completing all tasks by December 31.

4.0 QUALIFICATIONS

4.1 OVERALL COMPANY QUALIFICATIONS

SMITH is a full-service environmental consulting and design-build company which has been providing services for various projects since our firm's inception in June of 2000. SMITH has provided services on nearly 1,100 projects in the last 16 years, including many in and for the Town of Lyons (the Town). From our headquarters in Westminster, we can mobilize to the Town within approximately 45 minutes or less.

Our 32-person professional staff includes Project Managers, NEPA specialists, environmental scientists, environmental and water resource engineers, Certified Wildlife Biologists (CWB), Professional Wetland Scientists (PWS), Certified Professional Soil Scientists/Soil Classifiers (CPSS/SC), Certified Professionals in Erosion and Sediment Control (CPESC), State Historic Preservation Office (SHPO)-certified Principal Investigators (PI), hazardous materials specialists, AutoCAD experts, and other environmental professionals. We are well-positioned and well qualified to provide the services required under this contract to the Town.

SMITH has extensive experience completing the following services in and around the Town: wetland jurisdictional determinations; wetland mitigation bank plan, design and implementation; threatened & endangered species surveys, Biological Assessments and Section 7 consultations; black-tailed prairie dog (*Cynomys ludovicianus*) removal and relocation; cultural resources management for historical and archaeological resources, including Class I, II, and III field surveys, inventories and testing; National Historic Preservation Act and Section 106 review and compliance; Section 4(F)/6(F) assessments and mitigation; engineering, planning, and development permitting; Senate Bill 40 Certifications; National Environmental Protection Act compliance, including Environmental Assessments and Environmental Impact Statements; paleontological studies; Phase I and II Site Assessments for hazardous materials; noise and air quality assessments and mitigation plans; and asbestos and lead based paint surveys and abatement.

SMITH has grown steadily in our 16 years into a company that will provide more than $3.5 million in engineering, environmental consulting, and construction services this year. Of the more than 1100 projects for which SMITH has provided services, approximately 65% have been for repeat clients. Our growth stems from our ability to develop innovative, sustainable, and cost saving strategies, our capacity to respond rapidly and adapt to changing project conditions, and our history of dependably meeting project schedules and budgets.

4.2 PROJECT TEAM, ROLES AND RESPONSIBILITIES

Brief bios for SMITH personnel who will provide services under this contract are included below. Single-page resumes are included in Section 4.4.

Peter Smith, PWS, CPSC, CPESC, Principal/Senior Environmental Scientist – Mr. Smith is a Principal/Vice-President of SMITH. His qualifications as a Principal, Project Manager, landscape designer, wetland scientist, soil scientist and hydrologist include more than 35 years of experience managing project teams and budgets, preparing Project Management Plans (PMP) and QA Project Manuals, conducting studies, obtaining permits, preparing construction drawings and specifications, and providing construction services on DB and DBB projects. His has developed wetland mitigation plan sets for projects throughout Colorado and other neighboring states. Mr. Smith's qualifications include a comprehensive understanding of soil-water-flora-fauna relationships in riverine, upland and wetland environments, and the design and the construction process associated with creating and maintaining wetland mitigation and stream restoration sites. This understanding comes from completing more than 1,100 wetland mitigation, stream restoration, soil survey, irrigation suitability, T&E species, fluvial geomorphic, hydrologic, geochemical, and vegetation studies. He has been Principal and Project Manager for more than 1,200 environmental projects and managed project budgets in excess of $1 million. For this project Mr. Smith will oversee budget control and provide review and consultation on matters of soils, vegetation, and agency requirements.

Darrin Masters, CWB, Senior Environmental Scientist/Project Manager – Mr. Masters has 26 years of experience in the environmental and wildlife sciences. During his years with SMITH, he has completed multiple NEPA projects for US Forest Service, US Fish and Wildlife Service, USDA Rural Development, and Housing and Urban Development. He has worked from beginning to end on Environmental Assessments, Biological Assessments and has been responsible for ensuring that all conservation measures and other stipulations found in Biological Opinions are completed and monitored for the appropriate amount of time. He has managed data collection, report development, mitigation and monitoring strategies for many Categorical Exclusions pursuant to Colorado Department of Transportation's procedures. All of the flood recovery projects shown in our project brief section had FEMA involvement and Mr. Masters has established a positive working relationship with their local flood recovery office. For this project Mr. Masters will serve as the project manager and will be responsible for budget control, project tracking and compliance, and quality control of all deliverables.

Jonathan Diller, P.E., Water Resources Engineer – Mr. Diller has been working in the field of stormwater quality management and EPA regulations of stormwater quality for over 25 years. Mr. Diller has also been developing the advocacy of constructed wetlands BMP for the management of stormwater quality and quantity for over 10 years. Mr. Diller is currently working on a master's thesis at the University of Florida that involves the modeling of the National BMP Database in a series of EPASWMM models. This work includes the modeling of the performance of BMP wetlands and the removal of *E. coli*. Mr. Diller has also taken graduate work in Wetlands and Water Quality, and Urban Soils and Water Systems as part of his master's program of Soil and Water Science (24 of 30 hours complete.) Mr. Diller has experience in designing wetlands systems for stormwater quality improvement in an urban setting and the design of wastewater treatment wetlands subject to wide swings in water flow rate including periods of no flow. This includes the design of a stormwater

treatment wetlands in Northeastern Illinois which has extensive cold weather periods in the winter. For this project Mr. Diller will serve to review and verify that any engineering-related work is in compliance with the RECs

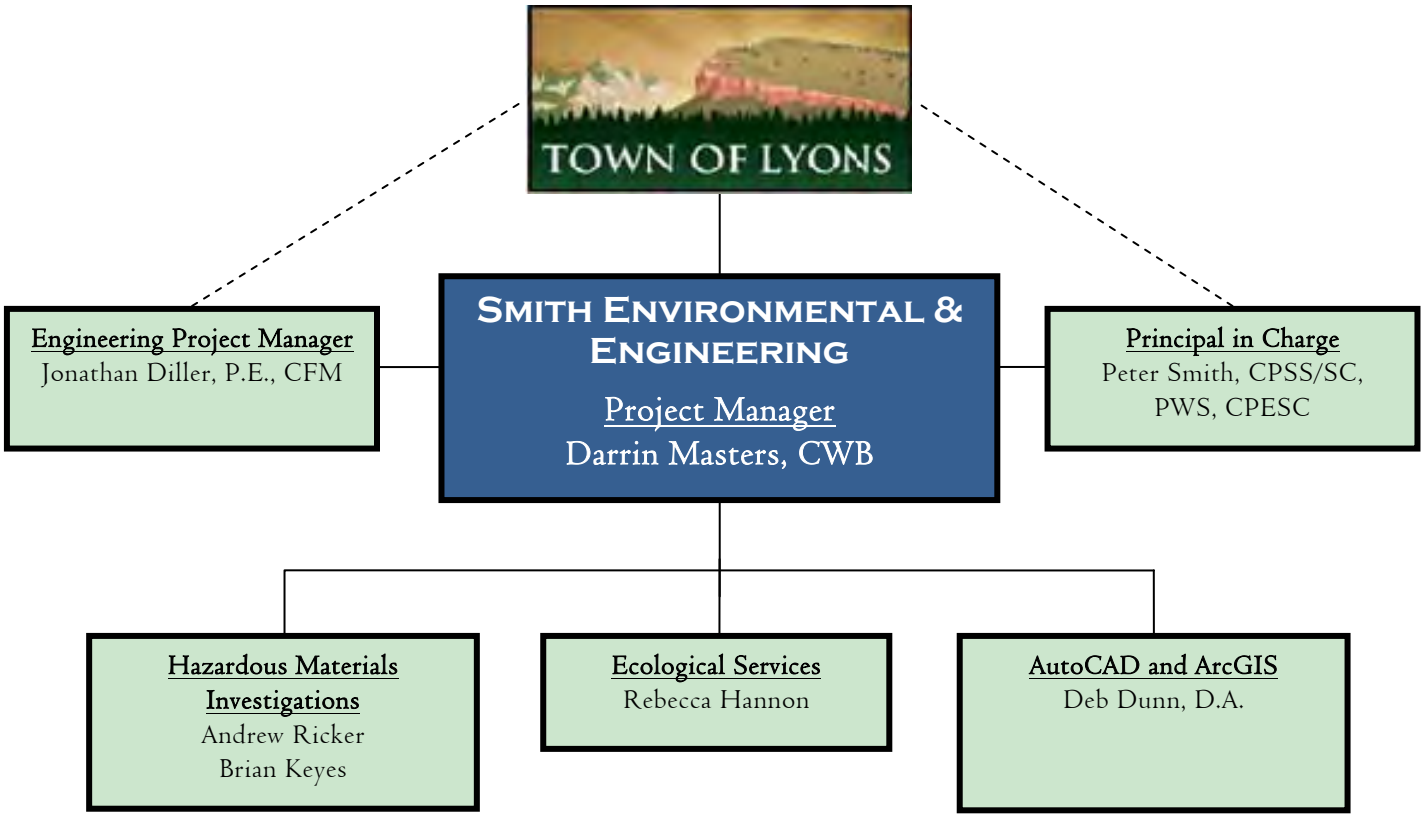
Andrew S. Ricker, CSEM, REM, Senior Environmental Scientist – Mr. Ricker has more than 26 years of experience as a Health and Safety Manager. He serves as SMITH's Company Safety Manager, Health and Safety Officer (HSO), and Safety QA Manager. Mr. Ricker has served as the HSO on many Brownfield and CDOT projects and has authored numerous Health and Safety Plans (HASP), QA Plans (QAP), Sampling and Analysis Plans (SAP), No Further Action (NFA) Requests, Site Characterization Reports (SCR), Corrective Action Plans (CAP) and groundwater monitoring reports. For this project will oversee research pertaining to air quality, health and safety, and hazardous materials.

Brian T. Keyes, Certified Asbestos Building Inspector/Air Monitoring Specialist
Mr. Keyes has more than14 years of experience in the environmental consulting and industrial hygiene industry. He has extensive working knowledge of environmental, health and safety regulations. He has managed numerous school, commercial, and industrial projects involving environmental remediation, site demolition and decommissioning, regulatory compliance and Environmental Health and Safety (EH&S) throughout the Rocky Mountain Region – NM, CO, UT, WY, and MT. Specific experience includes; asbestos and hazardous materials building inspections, asbestos and hazardous materials abatement oversight, on-site collection and analysis of Phase Contrast Microscopy (PCM) air samples, asbestos and regulated building materials operations; management program development and implementation, asbestos contaminated soil (ACS) characterization and management plan development and implementation; Occupational Safety and Health Administration (OSHA) exposure assessments, training provider, mold and moisture investigation, and hazardous materials handling.

Rebecca L. Hannon, Environmental Scientist II – Ms. Hannon has more than five years of experience as a wetland scientist and wildlife biologist specializing in environmental permitting. She has prepared environmental clearance documentation, including Categorical Exclusions, for the US Fish and Wildlife Service, US Forest Service, and Federal Emergency Management Agency, and is familiar with the differing requirements of each agency. She has also worked on projects with state and local agency requirements, especially the Colorado Department of Transportation. Her field experience includes wetland delineations, habitat suitability assessments for threatened and endangered species, small mammal trapping, bird surveys, and noxious weed surveys and removal. Ms. Hannon is highly experienced in the use of GPS equipment to capture the location of a variety of natural resources, and in the spatial analyses of natural resource layers using ARCGIS. For this project Ms. Hannon will serve as a researcher, data organizer, and report writer in conjunction with Mr. Masters.

Deb Dunn, GIS and AutoCAD Specialist – Ms. Dunn has more than 20 years of professional experience in environmental sciences with a focus on utilizing AutoCAD and ArcGIS to design wetland restoration sites along the Front Range of Colorado. For this project, Ms. Dunn will compile and review geospatial data that are relevant to each project constructed under the RECs. She will be instrumental in identifying impacted resources and evaluating engineering controls that were implemented on each project.

4.3 ORGANIZATIONAL CHART



4.4 RESUMES

Single-page resumes for key personnel are included on the following pages.

SMITH ENVIRONMENTAL & ENGINEERING

Sustainable Environmental Solutions

Peter L. Smith

Principal/Senior Soil Scientist/Watershed Scientist

Education

B.S., Watershed Science (Hydrology), Colorado State University, 1976
Graduate Courses, Soil and Range Sciences, Colorado State University, 1978
Graduate Coursework M.B.A. (20 quarter credits), University of Denver, 1992-93

Employment History

Smith Environmental and Engineering
Sugnet and Associates
Stoneman-Landers, Inc.
Camp Dresser and McKee
Woodward-Clyde Consultants
Soil Conservation Service, USDA

Professional Registrations/Certifications

Certified Professional Soil Classifier
Certified Professional Erosion and Sediment Control Specialist
Registered Professional Soil Scientist
Professional Wetland Scientist
Federal Fish & Wildlife Permit – Over 25 species
Scientific Collections License – Colorado Division of Wildlife

Selected Publications

Smith, P. L. and P. Wayland. 1999. Wetland Mitigation Sites – Attenuating Solids, Salts and Metals in Irrigation Water. In Wetlands and Bioremediation, An International Conference, Conference Proceedings. Salt Lake City, Utah.

Smith, P.L. and Bryant, G., 1990. The Use of Geographic Information Systems in Hazardous Waste Site Investigations. Adjunct Professor - HAZMAT Program. Front Range Community College. Westminster, Colorado

Smith, P.L., Redente, E., and Hopper, E., 1987. Soil Organic Matter. In: Reclaiming Mine Soils and Overburden in the Western United States: Analytical Parameters and Procedures. Soil Conservation Society of America. Ankeny, Iowa.

Qualifications Summary

Mr. Smith's qualifications as a Soil and Watershed Scientist, Project Manager, and Principal include over 35 years of managing, planning, and performing NEPA, watershed, water quality, threatened and endangered species, soils, wetland, wildlife, reclamation and vegetation studies and environmental impact assessments in mountains and plains areas. Mr. Smith has completed National Cooperative Soil Surveys, Ecological Ujhnit Inventory, soil erosion modeling using the Revised Universal Soil Loss Equation, prepared storm water management plans (SWMP), designed new streams, prepared wildfire mitigation plans, conducted HECRAS analyses, prepared bio-engineered plans sets, and prepared numerous revegetation and reclamation plans for drastically disturbed land - burned areas, mined land, landslide areas, flooded areas, and chemically contaminated areas. He is highly skilled in assessing impacts of development, wildfire, mining, and timber harvesting on surface and ground water, agricultural, vegetation, soil, wildlife, wetlands, air quality, visual, socioeconomic, paleontological, and cultural resources. His project management qualifications include multi-disciplinary, multi-state projects with budgets in excess of $1 million and managing 30-person teams. His NEPA qualifications includes 30 years' experience on over 40 large, third party EISs/EAs and management plans for stormwater, wildlife, vegetation, noxious weeds, wildlife, soil, hazardous materials, air quality, and water quality for municipalities, federal agencies, oil and gas companies, mining companies, and the State of Colorado. He has authored or a co-authored over 1,700 technical reports/plans set, made over 12 professional presentations, co-authored a book on disturbed land reclamation, published over 15 professional papers, and holds 5 professional registrations or certifications.

Experience Summary

Mr. Smith has managed and completed more than 1,000 environmental studies and management plans for private, state, municipal, and federal projects, many of which were open space projects. Some of his experience is listed below.

Argo Mine, Boulder County, CO – Environmental planning, design and reclamation services at the Argo Mine site near Jamestown to: 1) reduce leaching and erosion of mine wastes and sediment into Little James Creek, 2) improve water quality in Little James Creek, and 3) decrease the interaction of mine wastes with precipitation and surface run-off.

Pikes Peak Highway, Pikes Peak, CO – Revegetation Plan, Erosion Control, and Monitoring – Revegetation Plan, five years of monitoring, construction oversight and management of the last 7 miles of highway to the summit.

Lakewood Pipeline, Boulder County, CO – Mr. Smith investigated hydrologic and soil characteristics along 14 miles of Four Mile Creek to taxonomically classify hydric soils in a proposed pipeline corridor. He prepared maps and a report showing the extent of hydric soils and recommending routes to minimize impacts on the creek and wetlands. This information was included in the EIS prepared for the pipeline.

SH 36, Nelson Road to Lyons, Boulder County – Mr. Smith managed several 800 trap-night surveys to ascertain the presence of the PMJM, a biological assessment, and section 7 consultations and coordination with the FWS.

Roadside Revegetation, Boulder County, CO – Under this on-call environmental services contract Mr. Smith has provided a wide range of technical services. These services include erosion hazard assessments, erosion control recommendations, revegetation recommendations, and other suggestions to improve the erosion control and revegetation at Boulder County Transportation project sites.

US 36 Wetland Mitigation, Boulder, CO – At this 22-acre wetland mitigation site, Mr. Smith is providing wetland revegetation and erosion control assessments and recommendations. Started in 2015, this project will be seeded and planted in 2016 and begin monitoring in 2017. Erosion control and revegetation success will be monitored to ensure compliance with the project specifications.

SMITH ENVIRONMENTAL & ENGINEERING

Sustainable Environmental Solutions

Darrin Masters

Project Manager/Senior Envrionmental Scientist

Qualifications Summary

Mr. Masters has 26 years of professional experience in the environmental and wildlife sciences. He has coordinated and conducted both Individual and Programmatic USDOT Section 4(f) and LWCF Section 6(f) evaluations with CDOT, prepared Habitat Suitability Assessments for T&E species consultation, Biological Assessments for NEPA documentation, and facilitated ESA Section 7 and 9 consultations between clients and federal agencies. He has participated in NEPA resource documentation for Categorical Exclusions, EA's, and EISs over the past 10 years.

Experience Summary

A select list of some of Mr. Masters' project experience is described below.

- Sunset Bridge, Longmont, CO – Project Manager for a Waters of the US delineation, habitat suitability assessment for threatened and endangered species and noxious weed survey. Also facilitated the Section 4(f) and 6(f) evaluation of public recreation and publically funded resources. Facilitated the necessary public notices and prepared documentation to obtain a de minimis finding from the Federal Highway Administration
- Highway 105: I-25 to SH 83, El Paso County, CO – Project Manager for environmental surveys required for CDOT Categorical Exclusion documentation. Currently my team is preparing documentation for USFWS consultation for the Preble's meadow jumping mouse and evaluating the status of two potential 4(f) resources within the Project Area. Will prepare 4(f) documentation if required.
- Weld County Road 1 Bridge, Longmont, CO – Project Manager for a Waters of the US delineation and habitat suitability assessment for threatened and endangered species for a bridge that was washed out by flooding on St. Vrain Creek. Evaluated the Project Area for potential 4(f) resources, and prepared a report of the findings. Clearance was ultimately not required from the FHWA.
- ECLR over Boulder Creek, Boulder and Weld Counties, CO – Project Manager for environmental clearance documentation for a CDOT Categorical Exclusion for a flood recovery project on Boulder Creek. Completed a Waters of the US delineation, habitat suitability assessment for threatened and endangered species and noxious weed survey. Also evaluated a privately-owned conservation easement for 4(f) resources and prepared a clearance memo for the project file.
- Pinello Ranch Wetland Mitigation Area Design, El Paso County, CO – Project Manager. Managed a team to design a 9.81 ac wetland as compensatory mitigation for impacts to Waters of the U.S. During design, we evaluated ground and surface water hydrology, soils, and plant assemblages to ensure a high standard of wetland function when the project is built.
- Rocky Mountain Metropolitan Airport EA, Jefferson County, CO – Project Manager for documentation of affected environmental resources of the EA. Coordinated a team who produced detailed reports on wetlands, general wildlife, T&E species, water quality, hazardous materials, Department of Transportation Section 4(f) lands, and cultural resources.
- Wiggins Water Transmission Line EA, Morgan County, CO – Project Manager. Wrote a detailed EA outlining the potential impacts to resources by a proposed water pipeline construction project. Environmental resources included: Prime Farmland, Formally Classified Lands, Floodplains, Wetlands, Historic Properties, Biological Resources, Water and Air Quality, and Socio-economic issues. Provide technical advice and served as liaison between the client and the USDA Rural Development Department.
- Squaw Pass Road Improvement EA, U.S. Forest Service – Project Manager. Facilitated resource reports and wrote an EA for the U.S. Forest Service for a proposed bike lane and other improvements along Squaw Pass Road.

Education

M.S. Wildlife Ecology and Conservation
The University of Florida-Gainesville, Florida 2002.

B.S. Environmental Biology
Heidelberg College-Tiffin, Ohio 1988.

Employment History

Smith Environmental and Engineering
Hoopa Valley Indian Tribe
Florida Fish and Wildlife Conservation Commission
The University of Florida
Anchorage Water and Wastewater Utility

Selected Publications

Dobey, S., Masters, D., Scheick, B., Clark, J.D., Pelton, M., Sunquist, M. Ecology of Florida Black Bears in the Okefenokee-Osceola Ecosystem. Wildlife Monographs, no. 158, January 2005.

Nelson, S., Masters, D., Humphrey S., Kunz T. Fruit Choice and Calcium Block Use by Tongan Fruit Bats in American Samoa. Journal of Mammalogy, December 2005.

Presentations

Black Bears: Natural History and Behavior of a Misunderstood Species A public presentation for National Bear Aware Week, Bouilder, Colorado, May 2007

Managing Black Bears on the Hoopa Valley Indian Reservation. A presentation to the California Department of Fish and Game Eureka, California. July 2005.

Bear-Human Conflicts on the Hoopa Reservation in Northwestern California: What's the Problem? Poster presented at the Fifteenth International Conference on Bear Research and Management. February 8-13, 2004. San Diego, California.

Professional Affiliations

2011 Certified Wildlife Biologist – Wildlife Society
2015 The Wildlife Society - National Membership
2015 The Wildlife Society - Colorado Chapter Membership

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Jonathan Diller, P.E., CFM

Water Resources Engineer/Project Manager

Qualifications Summary

Mr. Diller has more than 30 years of experience as a water resources engineer. This includes over 15 years of experience in the preparation of Erosion and Sediment control plans, Stormwater Pollution Prevention Plans and the Inspections of the BMPs which were a part of those plans. He also have over 10 years of experience in the preparation of MS4 programs and permit applications and the design and inspection of associated BMPs.

Experience Summary

Some of Mr. Diller's previous experience is described below.

Consultant to Town of Lyons, Lyons, CO – Tasks include review of internal and external floodplain develop permits including HEC-RAS models, and review of land development projects in coordination with Jim Blankenship.

Flood Rebuild Advocate – Lyons Emergency Assistance Fund, Lyons, CO – Provides assistance to homeowners in obtaining floodplain development permits, coordinates design issues with insurance companies including NFIP and private underwriters, and meets with homeowners on site to discuss specific issues with proposed rebuild and/or flood protection activities.

Colorado Springs Utilities – Preparation of design drawings and specifications for a constructed wetlands mitigation project for a major utility. Project involved the creation of a wetlands system in the floodplain. This included the design of the E&S plan.

City of Cheyenne – Project Manager for the design of a stormwater treatment wetland in an urban are of Cheyenne, Wyoming. The project involved the design of a series of stormwater treatment elements, diversion structure, forebay, constructed wetlands and micropool for the purpose of reducing sediment load and e. coli discharged into the receiving waters. The project involved the use of native vegetation and is being incorporated as an open space park.

For a span of 7 years he served 20 municipalities in Illinois as their stormwater administrator providing the review and approval of all design submittals related to stormwater management and the handling of all stormwater permitting issues for the municipalities. This included the preparation of NPDES MS4 permit applications for the municipalities and compliance programs. This included the performance and supervision of E&S BMP inspections. This also included the review and approval of SWPPP and E&S plans for all developments within those communities. This also included the performance and supervision for the inspection of the BMPs in those plans.

Project Manager for the civil and hydraulic design of the award winning Frankfort Prairie Park storm water detention and wetlands/prairie restoration project in Frankfort, IL. This included the preparation of the E&S plan and SWPPP. Supervised and performed E&S BMP inspections.

Lockport, Illinois – The design of the stormwater management and detention system for a large subdivision. This included the NPDES stormwater permit application, the development of the E&S plan and the SWPPP, and the performance and supervision of E&S BMP inspections.

Tinley Park, Illinois – The design of a regional stormwater detention system that removed hundreds of acres from the floodplain and prevented the recurrence of flood for over 50 homes. The project created an open water amenity and allowed for the development of prime commercial land along a major highway that had previously been undevelopable because it was in the floodplain and subject to frequent flooding.

Education

M.S. Soil and Water Science, University of Florida, (all but thesis)

B.S. Chemical Engineering, Rose-Hulman Institute of Technology, 1983

Employment History

Jonathan M. Diller, P.E.
Flood Rebuild Advocate – Lyons Emergency Assistance Fund
Floyd Browne Group
BA Engineers, Inc.
Hanson Professional Service Inc.
Robinson Engineering, Ltd.
Ruettiger, Tonelli & Associates Paragon Professional Services
Resource International, Ltd.
Berkley, Howell & Associates

Selected Publications

Compliance with NPDES Storm Water Discharge Permits Requirements presented to the Spring National Meeting of the American Institute of Chemical Engineers April 20, 1994, later published in AIChE's Environmental Progress, February 1995

USEPA Office of Water NPDES Storm Water Phase II Rule presented to the Illinois Association for Floodplain and Stormwater Management Annual Meeting March 2001, revised and represented for the March 2002 Annual Meeting

Professional Registrations, Certificates, and Memberships

Registered Professional Engineer: Colorado, Wyoming, and Ohio; NCEES record
Certified Floodplain Manager (CFM)
Colorado Association of Stormwater and Floodplain Managers
Will County Stormwater Management Committee (Member 1999-2004, Secretary 2005-2007)
Editorial Committee Member for Storms and Floods (IAFSM) (2005-2007)
Past Chairman National Membership Committee American Institute of Chemical Engineers

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Andrew S. Ricker

Senior Environmental Scientist

Qualifications Summary

Mr. Ricker has more than 25 years of experience as a Geologist/Environmental Scientist. His experience includes the management and supervision of all aspects of Phase II Environmental Site Assessment (ESA) projects and Initial Site Assessments (ISA). His qualifications include the design, managing and implementation of surface water, subsurface soil, and groundwater investigations for site characterizations of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), private, municipal, commercial and industrial sites. Mr. Ricker's project experience includes the interpretation of field investigation data and generation of comprehensive reports for submission to clients and Federal and State environmental agencies, including Hot Spot Analysis reports, Site Characterization Reports, Initial Site Assessments, Phase I and Phase II ESA Reports, and Asbestos investigations, Lead based Paint (LBP) investigations and reports, Quarterly, Semiannual and Annual Groundwater Monitoring Reports, Site Characterization Reports, Corrective Action Plans, Work Plans, Sampling Plans, Health and Safety Plans. Field operation experience includes surface water and ground water sampling, soil sampling, domestic water sampling, installation of piezometers and monitoring wells, operating and maintaining pump and treat groundwater remediation systems, overseeing vacuum truck free phase petroleum product and soil vapor removal operations, hollow-stem auger drilling with split-spoon sampling, mud-rotary drilling, air-rotary drilling, direct-push investigations, geophysical surveys, and aquifer testing.

Experience Summary

- Alameda Ave., Denver, CO – Performed noise analysis study for City and County of Denver with regard to an impending asphalt paving operation. Duties included utilization of a SLM noise meter to conduct an analysis of the existing background road noise for the purposes of obtaining a variance from the City.
- Sheridan Blvd and 104th Avenue Drainage and Roadway Improvements, Westminster, CO – Conducted Hot Spot analysis, Phase 1 ESA, and LBP investigation and report.
- Florida Interceptor Project, Denver, CO – Responsible for oversight of monitoring well installations, and conducted soil and groundwater sampling to characterize the subsurface conditions prior to the installation of a new stormwater drainage system in the vicinity of the Shattuck Chemical Superfund Site.
- ·Burt Toyota, Englewood, CO - Conducted a subsurface soil and groundwater investigation at a petroleum hydrocarbon contaminated site. Completed Site Characterization Report, Corrective Action Plan, and Quarterly monitoring reports.
- Arvada Channel, Arvada, CO – Conducted ISA and groundwater sampling investigation for stormwater management improvement.
- Summit County Transportation Facility, Frisco, CO – Completed groundwater monitoring program as a result of a LUST at the facility.
- Loveland Ski Resort, near Georgetown, CO – Conducted groundwater monitoring program as a result of a LUST at the facility.
- Air Force Academy, Colorado Springs, CO – Performed asbestos investigation and abatement report, and LBP investigations and reports.
- Arrowhead Golf Course, Littleton, CO – Completed groundwater monitoring program as a result of a LUST at the facility.
- Pueblo Chemical Depot, Pueblo CO – Conducted federal groundwater monitoring program, which included the sampling of numerous monitoring wells.
- District 4 Police Station, Denver, CO – Ground water monitoring program was completed as a result of a LUST at the facility.
- Florida Interceptor Project, Denver, CO – Conducted soil and groundwater investigation to characterize the subsurface conditions at the Shattuck Chemical Superfund Site.

Education

B.S. Geology, University of Maryland, 1989

Employment History

Smith Environmental & Engineering
Adecco Technical, Inc.
Savci Environmental Technologies, LLC.
PMT & Associates, Inc.

Professional Registrations/Certifications

OSHA Hazardous Materials Operations, 40-Hour Safety Training Course and Refresher Courses

Colorado Department of Public Health and Environment, Air Pollution Control Division Asbestos Building Inspector/Management Planner/Project Designer Certification No: 12747

Continuing Education

Bioremediation Workshop, University of Maryland, 1995

Fracture Trace and Lineament Analysis, National Ground Water Association, State College, PA, 1994

Ground Water Monitoring and Sampling, National Ground Water Association, Harrisburg, PA, 1992

Geophysics Applied to Environmental, Engineering and Ground Water Investigations, Blackhawk Geosciences, Inc., College Park, MD, 1991

Site Characterization for Subsurface Remediation's, USEPA, Boston, MA, 1990

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Education

A.S. Accounting, Barnes Business College, Denver, CO, 1985

B.A. Elementary Education, Metro State College of Denver, 1992

Employment History

Smith Environmental & Engineering

Schafer Environmental Consulting, Inc.

Landmark Environmental Consulting, Inc.

Elite Environmental Services, Inc.

Kemwest Environmental, Inc.

Professional Registrations/Certifications

2016 – REM Registered Environmental Manager, National Registry of Environmental Professionals

2016 –CSEM Certified Safety, Environmental, and Emergency Manager, National Registry of Environmental Professionals

2016 – OSHA 40-Hour HAZWOPER

2016 – OSHA 10-Hour Safety and Health

2013 – CDPHE Air Monitoring Specialist

2000 – NIOSH 582E Sampling and Evaluating Airborne Asbestos Dust

2016 – EPA/CDPHE Asbestos Building Inspector

2005 – Confined Space Training

2005 – Mold Inspector

Brian T. Keyes

Certified Asbestos Building Inspector/Air Monitoring Specialist

Qualifications Summary

Mr. Keyes has more than 16 years of experience in the environmental consulting and industrial hygiene industry. He has extensive working knowledge of environmental, health and safety regulations. He has managed numerous school, commercial, and industrial projects involving environmental remediation, site demolition and decommissioning, regulatory compliance and Environmental Health and Safety (EH&S) throughout the Rocky Mountain Region. Specific experience includes performing Phase I and II ESAs, asbestos and hazardous materials building inspections, asbestos and hazardous materials abatement oversight, on-site collection and analysis of Phase Contrast Microscopy (PCM) air samples, asbestos and regulated building materials operations, management program development and implementation, asbestos contaminated soil (ACS) characterization and management plan development and implementation, Occupational Safety and Health Administration (OSHA) exposure assessments, mold and moisture investigations, and hazardous materials handling.

Experience Summary

Mr. Keyes has performed numerous Phase I and II ESAs, asbestos and hazardous materials building inspections, implemented management plans and performed asbestos and hazardous materials abatement oversight. He also specializes in characterization, inspection and abatement oversight of ACS and ACM in buildings. Mr. Keyes began conducting services in 1990. He has performed Phase II ESA investigations such as asbestos inspection services and air sampling and analysis services for properties, schools, and other private and public projects. Some of his relevant experience is described below.

- Sloan's Lake Medical Center, Denver, CO – As Lead Coordinator Mr. Keyes performed asbestos inspection services and provided asbestos abatement oversight services. His duties included; asbestos inspection, operations and maintenance program implementation, ambient, OSHA and clearance air sampling.
- Three Abandoned Houses, Ignacio, CO – As Assistant Project Manager, Mr. Keyes performed asbestos inspection and provided technical support and project oversight services. He also performed clearance, ambient and OSHA air sampling, sample collection and documentation during asbestos abatement of the three houses.
- SH 157 over US 36, Boulder, CO – Mr. Keyes provided lead based paint remediation services on this bridge during bridge reconstruction.
- Riva Ridge Condominiums and Shopping Mall, Dillon, CO – Mr. Keyes also was the lead supervisor for this large mold remediation project.
- Denver Metro Schools – Mold investigation and indoor air quality descriptions.
- Air Force Academy, Mitchell Hall Heating Plant, Colorado Springs, CO – Asbestos investigation and abatement report; Lead-based paint investigations and reports.
- Air Force Academy, Cadet Building, Colorado Springs, CO – Asbestos investigation and report; Lead-based paint investigation and report.
- I-225 Rail Line, Aurora, CO – Phase II ESA of transit pipe fragments in the soil in Area D, and report; Certified Asbestos Building Inspector during ACM abatement.
- I-225 Rail Line, Aurora, CO – Phase II ESA of 3301 Peoria Street, 3341 Peoria Street, 13771 E Colfax Ave., and 13791 E Colfax Ave. . Site investigation, sampling, and report.

Rebecca L. Hannon

Environmental Scientist II

SMITH ENVIRONMENTAL & ENGINEERING
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Education
B.S. Natural Resources Management

Minored in Spanish and Conservation Biology, Colorado State University, 2009

Employment History
Smith Environmental & Engineering

Missouri River Communities Network

Colorado State University Office of Admissions

Johnson County Parks and Recreation District

Certifications
OSHA – 40-Hour HAZWOPER, 2012
OSHA – 10-Hour Training for the Construction Industry, 2011
Certified Operator, Forest, Rangeland, Aquatic, Industrial and Right-of-Way, Public Health and Turf Control, Colorado Department of Agriculture, #26278, 2012
Qualified Supervisor, Outdoor Vertebrate Control, Colorado Department of Agriculture, #26278, 2012
Adult, Child, Infant CPR/AED, 2015
Standard First Aid, 2015

Trainings
Railroad Safety Training, UPRR and BNSF, 2015
Colorado Native Plant Master, 2014
Missouri Stream Team Program, 2009-2010
City of Columbia TreeKeepers Program, 2010
City of Columbia Aquatic Restoration Program, 2010

Qualifications Summary
Ms. Hannon has more than five years of experience as a wetland scientist and wildlife biologist specializing in environmental permitting. She has prepared environmental clearance documentation, including Categorical Exclusions, for the US Fish and Wildlife Service, US Forest Service, and Federal Emergency Management Agency, and is familiar with the differing requirements of each agency. She has also worked on projects with state and local agency requirements, especially the Colorado Department of Transportation. Her field experience includes wetland delineations, habitat suitability assessments for threatened and endangered species, small mammal trapping, bird surveys, and noxious weed surveys and removal. She is highly experienced in the use of GPS equipment to capture the location of a variety of natural resources, and in the spatial analyses of natural resource layers using ARCGIS.

Experience Summary
A select list of some of Ms. Hannon's project experience is described below.

- Old St. Vrain Bridge, Boulder County, CO – Currently preparing environmental clearance documentation for a project to replace a bridge that was destroyed during the 2013 flooding. Completed a Waters of the US delineation, habitat suitability assessment for threatened and endangered species, noxious weed survey and migratory bird habitat survey. Compiled the FEMA EHP packet, and is preparing the SB 40 application for Colorado Parks and Wildlife.
- ECLR over Boulder Creek, Boulder and Weld Counties, CO – Prepared environmental clearance documentation for a CDOT Categorical Exclusion for a flood recovery project on Boulder Creek. Completed a Waters of the US delineation, and habitat suitability assessment for threatened and endangered species. Also prepared an SB40 evaluation for submission to CPW.
- Comanche Solar PV, Pueblo, CO – Surveyed 1700 ac for Waters of the US, threatened and endangered species habitat, noxious weeds and migratory bird habitat. Prepared an Environmental Screening Report assessing potential issues for a proposed solar site. Coordinated the development of the 1041 permit application for Pueblo County, a process involving several entities. Wrote several sections of the application and developed most figures and maps.
- RMMA Pilatus Facility, Jefferson County, CO – Completed a field investigation of a proposed development site at the Rocky Mountain Metropolitan Airport and prepared a Biological Resources Report to assist in the development of an Environmental Assessment for the Federal Aviation Administration. Resources assessed included Waters of the US and wetland features, threatened and endangered species habitat, noxious weeds, and migratory bird habitat.
- Sunset Bridge, Longmont, CO – Completed a Waters of the US delineation, habitat suitability assessment for threatened and endangered species and noxious weed survey. Also assisted on the Section 4(f) and 6(f) evaluation of public recreation and publically funded resources.
- SWIF Homes, San Juan and McKinley Counties, NM and Apache County, AZ; Assisted with Categorical Exclusion assessments at nine home sites in the Navajo Nation. Produced maps in ArcGIS to assist field crew in identifying the rural sites, and created shapefiles of the field collected data for the final CE.
- Squaw Pass Road, Clear Creek County, CO; Assisted in the development of an EA for the US Forest Service for improvements along Squaw Pass Road. Completed Boreal Owl surveys in the project area, and created multiple map documents in ArcGIS for the final EA.
- Stone Creek Ranch, Douglas County, CO – Developed maps for areas of suggested riparian enhancement for a proposed housing development. Prepared a Biological Assessment for submission to the US Fish and Wildlife Service to assess impacts to and propose mitigation for the Preble's Meadow Jumping Mouse.

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Deborah Dunn, D.A.

GIS and AutoCAD Specialist

Qualifications Summary

Dr. Dunn has more than 20 years of professional experience in environmental sciences, with an emphasis on plant ecology, wetland design, and waste water analysis. Her qualifications include plant survey and species inventories, plant community mapping, wetland design, and community waste water analysis specifically for *E. coliform*. Her experiences also extend to public presentations, and project management and reporting.

Dr. Dunn has a broad range of technical skills, including vegetation inventories, interpreting aerial photography, using ArcGIS and AutoCAD Civil to generate maps and project designs, and managing grants and projects.

Experience Summary

A selection of Dr. Dunn's relevant projects experiences are described below.

- CAD Designer, Many Projects throughout the Rocky Mountain Region – Civil CAD designer with more than seven years of experience with AutoCAD Civil 3D. Supervised 5+ drafters often working on different projects in different offices in different states. Worked in the pipeline business for 10+ years. Projects included route design of 800+ miles of pipelines in North Dakota, Wyoming, Colorado, Oklahoma, Texas and New Jersey. Assisted in creating the permit drawings and in some cases the associated alignment sheets. Also assisted in design of 2 gathering systems, designed HDD bores and construction drawings, and created as-built drawings for pipelines and valve sites
- Forest type inventory of Morne Trois Pitons National Park, Department of Forestry, Roseau, Dominica, British West Indies (a Peace Corps/Smithsonian Institute supported project) – Combined field work and aerial photography to map the locations of all forest types for the 30 square mile park for the forestry department's master design plan. Field confirmation of forests types in areas that were not accessible was accomplished by working with local forest rangers/tree spotters using binoculars. Assisted the designer to designate those areas of the park suitable for tourism and areas which contained species needing special protection.
- Analysis of salt tolerance in *Sporobolus airodes*, Greeley, CO – Specimens collected from different floodplains in Colorado were grown for six months in hydroponic solutions to which either NaCl, KCl or $MgPO_4$ had been added. Changes in the concentrations of Na^+, K^+ and Mg^{2+} in both the leaves and roots were determined to atomic absorption spectrometry and flame spectrometry. Tissue sections of the leaves were examined for anatomical adaptions to hypersaline conditions.
- Pinello Ranch Wetland Mitigation, Colorado Springs, CO – Designed AutoCAD model for over 9 acers of new wetlands along the Fountain Creek. Produced drawing set for the project.
- Environmental Lab Technician, Bucher Willis and Ratliff, Salina, KS – Analyzed sewage sludge for total solids, total volatile solids, nitrogen-nitrate and ammonia levels, and *E. coliform* count. *E. coliform* counts in swimming pool water and private water supplies.
- Science Research – A Minority Student College Science Grant, Oglala Lakota College, SD – Supervised original student research projects that were presented at the annual meeting of Native American Science Students at Haskell Indian Nations University. Projects included germination requirements for timpsila (*Psoralea esculenta*), and effectiveness of nitrogen treated zeolites as a soil additive for wheat.

Education

Doctorate of Arts Biology, Idaho State University

M.S. Botany, University of Northern Colorado

B.A. Biology Education, University of Northern Colorado

A.S. Survey and GIS, Kansas State University – Salina, KS

Employment History

Smith Environmental & Engineering
Spartan Engineering
LW Survey, Engineering & Design
McPherson County Public Health Department
Bucher, Willis & Ratliff
Bethany College
Oglala Lakota College
Department of Forestry, Dominica, British West Indies

Selected Publications

Dunn, D, Edwards, J.1980. Forest of Morne Trois Pitons National Park, Dominica, British West Indies, Department of Forestry, Roseau, Dominica.

Dunn, D. 1977. Probable Salt Tolerance Mechanisms of Sporobolus airodes. Master's Thesis, University of Northern Colorado, Greeley, CO.

5.0 RELEVANT PROJECT EXPERIENCE

References are provided with the relevant project briefs included below.

5.1 EAST COUNTY LINE ROAD OVER BOULDER CREEK

Boulder County, Colorado

J-U-B Engineers, Inc., Jeff Temple, (970) 377-3602, jtemple@jub.com

The flooding that occurred along the Front Range in September 2013 damaged the East County Line Road bridge over Boulder Creek. Boulder County intends to make repairs to the bridge and roadway, and complete channel improvements along the eroded bank. SMITH provided environmental services and obtained clearances in accordance with the requirements of the current federal and state environmental regulations. SMITH conducted a historic/prehistoric survey; completed a Section 4(f) and 6(f) resource assessment, programmatic agreement, and clearance; a threatened and endangered species (TES) habitat assessment; a waters of the U.S. delineation; a noxious weed survey; a migratory bird habitat survey; and an Initial Site Assessment (ISA). SMITH generated reports outlining the findings of all of these surveys.

5.2 WELD COUNTY ROAD 1 BRIDGE (EAST COUNTY LINE BRIDGE) REPLACEMENT OVER ST. VRAIN CREEK

Boulder County, Colorado

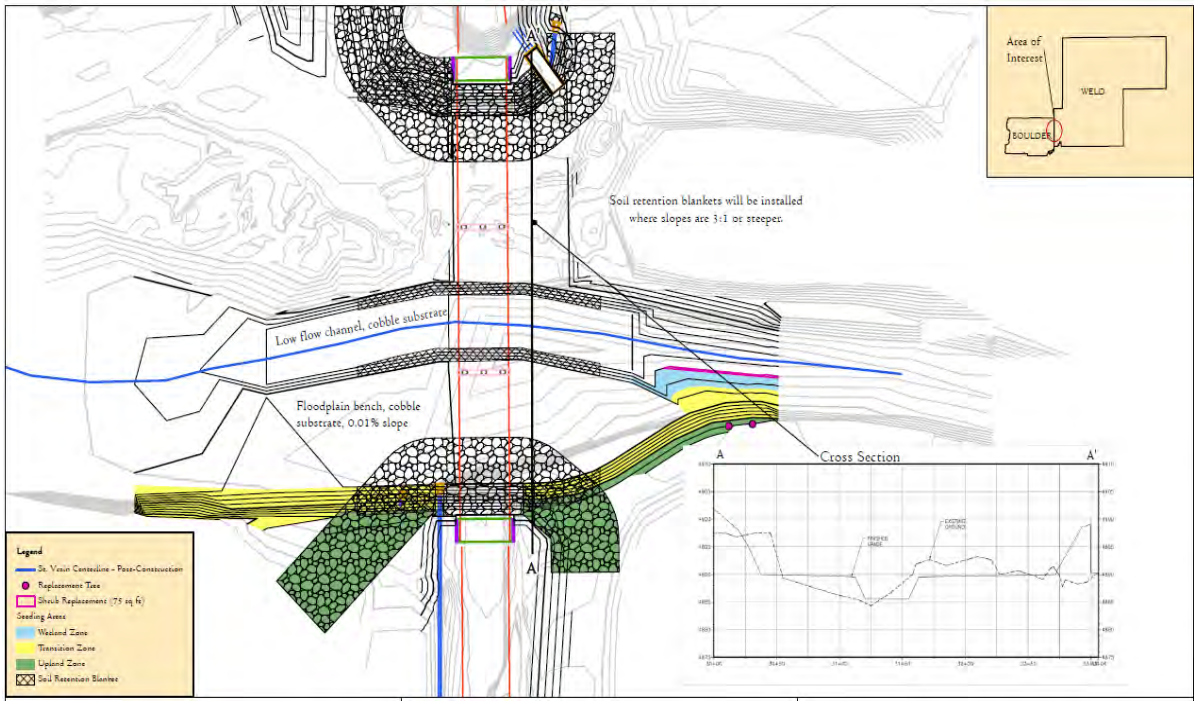
Boulder County Transportation, Tim Swope, (720) 564-2658, tswope@bouldercounty.org; JUB Engineers Inc., Jeff Temple, (970) 377-3602, jtemple@jub.com

The extensive flooding that occurred along the Front Range of Colorado in September 2013 significantly altered the St. Vrain Creek floodplain within the East County Line Road (ECLR)/Weld County Road (WCR) 1 Project Area. During the flooding, extensive scouring of land occurred about 60 ft. to the north and about 200 ft. to the south of the original creek channel. The north and south approaches for the ECLR/WCR 1 Bridge were completely destroyed along with several feet of roadway and land. The piers and center span of the bridge remained standing but road connection to the structure was severed. An asbestos containing pipe was broken and pieces of asbestos were strewn across the site. Lead based paint was on the remaining guardrails of the bridge. A Bald Eagle nest is nearby, and the Oligarchy Ditch was damaged in the Project Area. Replacement of the ECLR/WCR1 bridge and road repair to re-establish

transportation connection across the creek was one of the Boulder County's highest priorities on the plains for post-flood construction. SMITH was successful in keeping the project to a Categorical Exclusion (Cat Ex) clearance under the National Environmental Policy Act (NEPA) during discussions with CDOT, US Army Corps of Engineers (USACE), US Fish and Wildlife Service (USFWS), and Boulder County Transportation Department (BCTD), rather than having to complete an Environmental Assessment (EA). A Cat Ex was completed and a Section 404 permit was obtained from the USACE. Additionally, a Senate Bill (SB) 40 Formal Wildlife Certification was obtained from Colorado Parks and Wildlife to address impacts to water quality and wildlife habitats.

Under this FEMA funded project, SMITH provided environmental services and obtained clearances in accordance with the requirements of the current federal and state environmental regulations. BCTD rebuilt the old bridge and roadway approaches that were damaged by the September flooding. SMITH a completed a Section 4(f) and 6(f) resource assessment, programmatic agreement, and clearance; conducted a historic/prehistoric survey and prepared a report; a threatened and endangered species (TES) habitat assessment for selected federal, state, and Shortgrass Prairie Initiative species; waters of the U.S. delineation and report; a Wetland Findings report for CDOT; Initial Site Assessment (ISA); an asbestos survey and abatement plan; and obtained the Section 404 permit from the USACE for the Cat Ex. The Wetland Findings report included an analysis of three different build alternatives.

SMITH also provide guidance on completing construction activities without disturbing the Bald Eagle nest that is located approximately 1,000 ft. west of the bridge. SMITH completed initial monitoring to verify Bald Eagle presence in the area and use of the nest. SMITH prepared a Technical Memo that discussed regulatory issues, historical and current use of the nest, and recommendations for construction scheduling and monitoring. SMITH developed a monitoring protocol that was used during construction activities. SMITH completed this work according to a fast track schedule so construction could start the summer of 2014.



SMITH performed an Initial Site Assessment (ISA) of the project area to identify hazardous substances, petroleum contamination, solid waste, and other recognized environmental conditions (REC) that could be affected by the project. The objective of the ISA checklist was to identify REC in the project area that represents a risk or liability to the project sponsors and construction worker health and safety. This assessment and checklist were be accomplished by reviewing written information concerning the past and present uses of the land; reviewing federal and state databases of environmental liabilities and potential liabilities; possibly interviewing current and past land owners; and completing an initial site inspection. The on-site inspection included a visual reconnaissance to search for evidence of REC. The assessment was be accomplished by adhering to CDOT standards. During the site inspection SMITH observed pieces of ACM transite pipe in the river bed and along the area adjacent to the west of the road, south of the river. SMITH notified JUB who in turn had Foothills Water District remove the ACM accordingly.

In 2015, the East County Line Bridge Replacement over St. Vrain Creek project received an award from the American Public Works Association's Colorado Chapter for Disaster or Emergency Construction Project of the Year in the Large-sized community category.

5.3 SUNSET BRIDGE

Longmont, Boulder County, Colorado

JUB Engineers, Inc., Jeff Temple, (970) 377-3602, jtemple@jub.com

The severe flooding that occurred along St. Vrain Creek in September 2013 scoured much of the riparian corridor, removing almost all of the existing vegetation and depositing sediment. In Longmont, the southern half of the Sunset Street bridge was washed out. The City of Longmont, in cooperation with Boulder County, intends to replace the bridge, reconstruct the St. Vrain Greenway Trail underpass and trail connections to Sunset Street and Izaak Walton Park, and complete channel improvements near the bridge. SMITH provided environmental services and obtained clearances in accordance with the requirements of the current federal and state environmental regulations. SMITH conducted a historic/prehistoric survey; a threatened and endangered species (TES) habitat assessment for selected federal, state, and Shortgrass Prairie Initiative species; a waters of the U.S. delineation; a noxious weed survey; a Section 4(f) and 6(f) resource assessment, programmatic agreement, and clearance; and an Initial Site Assessment (ISA). SMITH generated reports outlining the findings of all of these surveys to satisfy requirements for the Categorical Exclusion.

SMITH determined that wetland impacts would be minor and would not require mitigation under Section 404 of the Clean Water Act, and submitted these findings to the USACE. SMITH coordinated a meeting between the project proponents, the design team and CPW to discuss Senate Bill 40 issues and prepared an application for CPW to document impacts to identified fish species and

riparian habitat and propose appropriate mitigation measures. SMITH obtained the necessary clearances from the USFWS, USACE and CPW in order to keep the project on schedule.

The project proposed to impact portions of the Izaak Walton Park and the St. Vrain Greenway, both Section 4(f) resources. SMITH worked closely with the City of Longmont and CDOT to post the required public notices and prepare the documentation for the U.S. Federal Highway Administration. SMITH encouraged the design team to reroute trails during construction to maintain public use and thus allow the project to be permitted as a *de minimis* use.

6.0 REFERENCES

Name: Kathryn Bergh / Kristan Pritz
Title: City and County of Broomfield, CIP Project Manager (Ms. Bergh), Director of Open Space and Trails (Ms. Pritz)
Address: One DeCombes Drive Broomfield, CO 80020
Email: KBergh@broomfield.org / KPritz@broomfield.org
Phone: (303) 464-5802 / (303) 438-6335
Project: On-Call Environmental Services

Name: Dave Loseman
Title: P.E., City of Westminster
Address: 4800 West 92nd Avenue Westminster, CO 80030
Email: dloseman@cityofwestminster.us
Phone: (303) 658-2125
Project: Westminster Mall – ACM and LBP Survey, and Air Monitoring during Asbestos Abatement

Name: Randy Earley (now retired)
Agency: City of Boulder, Public Works
Address: 1739 Broadway Boulder, CO 80306
Phone: (720) 289-2575
Project: Boulder Wastewater Treatment Plant Noise and Odor Monitoring

7.0 COST

7.1 COST ESTIMATE

SMITH estimates that it can complete the project in the timeframe requested for **$39,832.00.** However, given the uncertainty of the number and frequency of staff and consultants to be interviewed, whether interviews need to be in person or by phone, and the extent of documentation that needs to be reviewed, this cost may increase or decrease as the schedule is completed. The following assumptions apply to our estimate:

1. Up to 20 Projects Reviewed
2. One in-person progress meeting per month and one weekly meeting via phone
3. Project involves research and compliance verification only; no major resource sampling, surveys, or site visits
4. Up to 2 rounds of review and revision of final document
5. No more than two documents reviewed per project
6. Cost includes mileage fees for meetings that are not included in the billing rates below

HOURLY BILLING RATES

Staff	Rate (per hr)	Estimated Hours
Peter Smith, PWS, CPSC, CPESC, Principal/Senior Environmental Scientist	$180.00	12
Darrin Masters, CWB, Senior Environmental Scientist/Project Manager	$99.00	120
Jonathan Diller, P.E., Water Resources Engineer	$125.00	16
Andrew S. Ricker, CSEM, REM, Senior Environmental Scientist –	$99.00	30
Brian T. Keyes, Certified Asbestos Building Inspector/Air Monitoring Specialist	$62.00	24
Rebecca L. Hannon, Environmental Scientist II	$80.00	216
Deb Dunn, GIS and AutoCAD Specialist	$64.00	24
Yohanna Wallace, Accounting Manager	$87.00	4

7.3 PROPOSED SCHEDULE

Preliminary Project Schedule

Task	Duration	Target Completion Date
Town Board Approval	1 day	September 19, 2016
Signed Contract and Notice to Proceed	1 day	September 23, 2016
Task 1 - Initial Planning	3 weeks	October 14, 2016
Task 2 - Project Interview and Research	5 weeks	November 18, 2016
Task 3 - Final Reporting	4 weeks	December 16, 2016
Project Completion - Town Review	2 weeks	December 31, 2016

8.0 REQUIRED FORMS

Required forms from the RFP are included on the following pages.

8.1 PROPOSAL ACKNOWLEDGMENT FORM

Attachment D:

Proposal Acknowledgement

PROPOSAL ACKNOWLEDGEMENT FORM

PROJECT NAME: Lyons Environmental Consultant

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

Contact Information	Response
Company Name:	Smith Environmental & Engineering
Name and Title of Primary Contact Person:	Peter L. Smith Vice President
Company Address:	1490 W. 121st Ave. Suite #101 Westminster, CO 80234
Phone Number:	(720) 887-4928
Email Address:	petersmith@smithdelivers.com
Company Website:	http://smithdelivers.com/

By signing below I certify that:

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

Yohanna Wallace pp Peter Smith V. President 9/1/2016

Signature of Person Authorized on Company's Behalf **Date**

Note: If you cannot certify the above statements, please explain.

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8.2 CONTRACTORS CERTIFICATE OF COMPLIANCE

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Smith Environmental & Engineering — 9/1/2016

Company Name — Date

Peter L. Smith

Name (Print or Type)

Yohanna Wallace pp Peter Smith

Signature

Vice President

Title

Note: Registration for the E-Verify Program can be completed at: https://e-verify.uscis.gov/enroll/.

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8.3 FEMA CFR 13.36 – AFFIRMATIVE STEPS TAKEN

FEMA CFR 13.36

Affirmative Steps Taken

Project Name and Number: Lyons Environmental Consultant

Contractor: Smith Environmental & Engineering

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

   Not applicable. SMITH is certified as a M/WBE and is self-performing the work under this contract.

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

   Not applicable. SMITH is certified as a M/WBE and is self-performing the work under this contract.

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

   Not applicable. SMITH is certified as a M/WBE and is self-performing the work under this contract.

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

   Not applicable. SMITH is certified as a M/WBE and is self-performing the work under this contract.

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

   Not applicable. SMITH is certified as a M/WBE and is self-performing the work under this contract.

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

Not applicable. SMITH is certified as a M/WBE and is self-performing the work under this contract.

Prepared By: Jason Futey Date: September 9, 2016

Reviewed By: Peter L. Smith Date: September 9, 2016

Approved By: Lancia Smith Date: September 9, 2016

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

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

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

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

T. Sanders 7/16/15

Town of Lyons
A/P Summary Bi-Monthly
11/21/16

Date & Check #	Handchecks	Description	Amount
		Total Handchecks	**$ -**
		Payroll 11/04/16	**$ 44,599.41**
		Payroll 11/18/16	**$ 49,275.71**

Unpaid Invoices - Vendor	Amount	Grant Funds	Grant Name
Adair, Julie:	$ 245.00		
Advanced Auto Parts:	$ 127.01		
American Fence Company, Inc.:	$ 276.60	$ 276.60	FEMA
American Fund Service Co.	$ 3,934.33		
AUSPL:	$ 100.00		
B. H. Enterprises, Inc.:	$ 1,782.00		
Barcodes, Inc.:	$ 48.00	$ 48.00	LCF
Bestway Concrete Company:	$ 596.16		
Blue Mountain Stone:	$ 6,100.00		
Boulder County Extension:	$ 110.25	$ 110.25	LCF
Boulder County Finance:	$ 3,131.25		
Brekke Storage:	$ 115.00	$ 115.00	FEMA
Brownstein Hyatt Farber, LLP:	$ 1,816.30		
CALE AMERICA, INC.:	$ 135.00		
CAMCA:	$ 70.00		
Caselle:	$ 1,394.00		
Century Link:	$ 913.88		
Chase Paymenttech	$ 586.63		
Clark's Hardware:	$ 737.84		
Colorado Analytical Lab:	$ 175.40		
Colorado Dept. of Revenue	$ 4,721.00		
Colorado Municipal League:	$ 1,411.00		
Colorado Vacation Directory:	$ 1,477.59		
Colorado Weed Management Asso	$ 832.50	$ 832.50	LCF
Colt:	$ 208.12		
Corner Studio:	$ 160.00		
CPS Distributors, Inc.:	$ 969.47		
Dana Kepner Co.:	$ 1,487.22		
DeFalco	$ 461,317.35	$ 461,317.35	BOCO/FEMA/CDOT
Display Sales Co:	$ 479.00		
Ecosystem Services, LLC:	$ 162.00		
Federal Payroll Tax	$ 36,310.22		
Front Range Appraisal, LLC:	$ 3,500.00	$ 3,500.00	DEF
Haakinson, Dean:	$ 52.50		
Hill Petroleum:	$ 330.56		
Humana	$ 1,471.56		
J & S Contractors Supply, Co.:	$ 2,906.28	$ 2,909.28	FEMA
JLB Companies, Inc:	$ 7,714.17	$ 7,039.17	CDPHE/FEMA/CDBG
Landis+Gyr Technologies, LLC:	$ 704.06		
Lewan & Associates:	$ 1,444.48		
Liberty Waste Management, Inc.:	$ 638.70		
Longmont Humane Society:	$ 387.50		
Longmont, City of:	$ 15,827.01		
Long's Peak Family Dental	$ 275.00		
Lyons Recorder:	$ 9.60		

Town of Lyons
A/P Summary Bi-Monthly
11/21/16

M E A N:	$	631.02			
Marquardt, Dave:	$	833.26			
McDonald Farms Enterprises Inc:	$	1,000.38			
Michow Cox & McAskin LLP:	$	225.00			
N Line Electric, LLC:	$	4,160.38			
North Line GIS, LLC:	$	42,865.75	$	42,865.75	CDBG
One Way, Inc:	$	320.00			
Parade of Lights:	$	100.00			
Pitney - Bowes:	$	176.07			
PLIC	$	438.18			
Quill:	$	70.95			
Ramey Environmental Compliance,	$	10,729.15			
SAFEbuilt Colorado:	$	6,473.68			
Smith, Gene:	$	200.00			
Stamey and Associates, Inc.:	$	3,331.80			
Standard Fence Co:	$	1,183.00	$	1,183.00	FEMA
Starkovich, Jacob:	$	763.30			
United Health Care	$	24,470.62			
Utilities Refund:	$	59.12			
Utility Notification Center:	$	124.41			
Vasquez, Raul:	$	400.00	$	400.00	FEMA
VSP	$	467.47			
Wagner Welding Supply:	$	8.68			
West Unified Communications Se,	$	33.09			
Western Disposal Services, Inc:	$	697.00			
Wild By Design:	$	397.96	$	397.96	LCF
Total Unpaid Invoices as of 11/17/16	$	667,351.81	**$**	**520,994.86**	**Grant Expenditures**
Total (Handchecks unpaid invoices & payroll)	**$**	**761,226.93**			

Meeting Date: November 21, 2016

Subject: A RESOLUTION (2016-99) AWARDING THE CONTRACT OF THE TOWN OF LYONS BUILDING SERVICES CONTRACT

Presenter: Gregory Robinson, Charles Abbott Associates | Deb Anthony, Town Clerk

Background Information:

The Town of Lyons has successfully completed a process for soliciting proposals in an effort to identify a preferred consultant to provide Building Services on behalf of the Town. The Building Service contractor is responsible for reviewing, permitting and inspecting all physical structures within the Town's incorporated boundaries. It reviews all plans to ensure they are in compliance with the current building codes, municipal code, plumbing code, electrical code and any other adopted codes in order to protect public safety. This requires significant communication with each customer as well as coordination with the Town staff and other involved public agencies, such as the fire district that serve the Town.

Previously the Town contracted with SAFEBuilt in May of 2001 to provide Building Services and has not performed a competitive bid process since. SAFEBuilt was not precluded from submission of a competitive proposal in response to this RFP. SAFEBuilt was not consulted during the preparation of the RFP or provided a copy of the RFP in advance of general issuance to other potential proposers.

The scope of work in the RFP included:

- Provide customer service and administrative support during business hours (8:30 a.m. – 4:30 p.m. Monday thru Friday).
- Provide on-site staff, equipment, fuel, supplies, and vehicles for customer service, plan review, permitting, and inspections.
- Enforce the applicable building codes to appropriate conclusion.
- Serve as project manager for building plans review. This includes coordination and review of building permit plans with other appropriate stakeholders.
- Provide information, resources and assistance as needed to Town staff, other agencies, citizens and businesses.
- Staff 24/7 on-call for emergency situations.
- Make recommendations on enhancements of existing practices, policies and ordinances to improve the program.
- Fulfill all scope of work identified in annually appropriated work orders.
- Conduct Building Code Effectiveness Grading Schedule (BCEGS) surveys when necessary to meet requirements from federal/state funded projects.
- Review and provide updates to the Building Services application and informational materials and page on the Town's web site.
- Track, measure, and report on performance standards, as agreed upon by contract.
- Attend town meetings as requested.
- Prepare quarterly reports on a date agreed upon between the Town and the Consultant.

- Provide statistical and narrative information needed for the Town's Annual Budget and Comprehensive Annual Financial Report.
- Attend Board of Trustees, Homeowner Association, Town Boards and Commissions, and other organization meetings to discuss and explain local regulations, policies and practices.
- Provide ongoing research, information, and recommendations to improve the efficiency and effectiveness of the Building Services.
- Coordinate and participate in necessary enforcement actions with Town Administrator, Director of Finance, Town Attorney, and Municipal Court.
- Keep records according to the Colorado Municipal Records Retention Schedule.

The RFP for this project was written by Town Staff and vetted by members of the Town's Finance Dept. Building Services Dept, and Town Administration in addition to going through legal review. The RFP was posted on June 28, 2016 via the Rocky Mountain E-bids System.

On Wednesday August 3rd, 2016, the Town received two (2) proposals for the project, one from each of the following firms:

- SAFEbuilt
- Charles Abbott Associates

A selection team was comprised to review the submissions, select finalists, interview finalists and recommend a preferred consultant team to the Board of Trustees. Members include:

Victoria Simonsen – Town Administrator
Deb Anthony – Town Clerk
Toby Russell – Sustainability Coordinator
Jacque Watson – Econ. Dev./Dep. Clerk
Lagenia Reimer – Permit Tech
Amy Lynn – Code Compliance

Each selection team member received one copy of the two proposals on Thursday, August 18, 2016. The selection team members had two weeks to review and score the proposals. The scores were averaged before the team members met as a group on Friday, August 25, 2016. During this meeting, 5 team members (Amy Lynn could not meet) discussed their perspectives of the various proposals. Because the scores were so close and different team members had preferences to different firms the team members decided to invite both firms with to participate in an interview. The scores from the review process were: SAFEbuilt (65.83) | Charles Abbott Associates (59.50)

Interviews were held on the afternoon of Friday, August 25, 2016. The selection team could not be joined by Amy Lynn but the other five members attended. Each team was given one hour to present and answer questions. After the final interview took place, the selection team convened to discuss the results. The group decided to call Charles Abbott Associates references as they were very strong during their interview. All references gave very favorable feedback. The selection committee (with the exception of Amy Lynn who did not attend the interviews) then met again on Friday, August 25, 2016, revised their scores and selected the Charles Abbott Associates to be the recommendation for the Towns Building Services.

Charles Abbott Associates has proposed a model of taking 70% of permit and plan check fees collected (SAFEbuilt proposed 65%). However the support services that Charles Abbott Associates provide within this fee are far greater. These include the greater willingness to: let the Town dictate (with their guidance) what the building inspection fee structure is; lower solar inspection fees to help the Town meet the state mandate; support the Town in getting Building Code Effectiveness Grading Schedule (BCEGS) certified; provide greater stakeholder engagement when helping the Town update its building codes; provide guidance and systems to help the Town with the processes around ADUs; and provide Town Permit Tech with additional training.

Staff Recommendation: **Award of contract to Charles Abbott Associates for the Town of Lyons Building Services**

TOWN OF LYONS, COLORADO
RESOLUTION 2016- 99

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING SERVICES

WHEREAS, the Town of Lyons ("Town") is authorized to contract for performance of necessary public services, including building inspection; and

WHEREAS, the Town desires to have its building inspection, building plans review, building official, and related administrative services ("Building Services") performed by an independent contractor exercising independent judgment and authority in administering and enforcing the Town's programs and policies under the general supervision of the Town; and

WHEREAS, in accordance with the Town's purchasing policies, the Town solicited proposals on July 5, 2016 for the Town of Lyons Building Services; and

WHEREAS, the full request for proposal was posted via the Rocky Mountain E-Bids system; and

WHEREAS, the Town received two (2) proposals on or before on the deadline of August 3, 2016 from qualified firms or entities, and those proposals were reviewed by Town staff; and

WHEREAS, after reviewing all proposals, Town staff has determined that the proposal submitted by Charles Abbott Associates, Inc., ("Proposal") qualifies that company as the lowest responsible bidder; and

WHEREAS, the Proposal has been incorporated into a proposed professional services agreement between the Town and Charles Abbott Associates, Inc., a copy of which is attached to this Resolution ("Agreement") as **Exhibit 1**; and

WHEREAS, the Agreement establishes a compensation method based on percentage of building services fees; and

WHEREAS, the Town of Lyons Board of Trustees desires to award the bid to and approve the Professional Services Agreement with Charles Abbott Associates, Inc., and authorizes the Mayor to execute such Agreement on behalf of the Town.

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

Section 1. The Town Board of Trustees hereby (a) awards the bid for 2016 Town of Lyons Building Services to Charles Abbott Associates, Inc.; (b) approves the Professional Services Agreement with Charles Abbott Associates, Inc. in substantially the form attached hereto; (c) authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the Agreement that does not increase the obligations of the Town; and (d) authorizes the Mayor to execute the Agreement and the Town Clerk to attest the Agreement when in final form.

Section 2. This Resolution shall take effect immediately upon adoption.

ADOPTED this 21st day of November 2016.

TOWN OF LYONS

By:_____
Connie Sullivan, Mayor

ATTEST:

_____
Debra K. Anthony, Town Clerk

<u>EXHIBIT 1</u>
PROFESSIONAL SERVICES AGREEMENT

Town of Lyons
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **1st day of January, 2017** ("Effective Date"), by and between the **TOWN OF LYONS, COLORADO**, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "**Town**"), and **CHARLES ABBOTT ASSOCIATES, INC.**, a California corporation authorized to do business in the State of Colorado with a principal office address of 2740 Los Altos, Suite 220, Mission Viejo, California 92691 (the "**Consultant**"). The Town and the Consultant may be collectively referred to as the "Parties" and each individually as "Party."

RECITALS AND REPRESENTATIONS

WHEREAS, the Town requires certain professional services, including but not limited to building plan review, contractor licensing, building permitting, and building inspections ("Building Services" or "Services"), as more fully described in **Exhibit A**;

WHEREAS, the Town issued a Request for Proposals ("RFP") for the Building Services which are the subject of this Agreement on or about July 5, 2016; and

WHEREAS, the Town has reviewed the proposals received in response to the RFP and has identified the Consultant as the most qualified responsible bidder; and

WHEREAS, the Consultant represents that it possesses the necessary qualifications to perform the Building Services; and

WHEREAS, the Town desires to engage the Consultant to provide the Building Services described in this Agreement and subject to the terms and conditions of this Agreement.

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

1.0 SERVICES AND PURPOSE OF AGREEMENT

1.1 Building Services. The Town desires to achieve, secure, receive, or obtain certain Building Services or work product(s) as more specifically described in the **Exhibit A**. **Exhibit A** describes the requirements and deliverables required by this Agreement and is incorporated herein by reference. As an independent contractor, the Consultant offers and agrees to perform and/or deliver the Building 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 Consultant has offered to the Town the process, procedures, terms, and conditions under which the Consultant 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 the Town Administrator as the Town Representative for this Agreement. The Town Representative will monitor the Consultant's progress and performance under this Agreement and shall be available to the Consultant 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 Consultant Representative**.** The Consultant assigns Greg Robinson, Project Manager, as the Consultant Representative for this Agreement.

1.4 Changes to Services. Any changes to the Services that are mutually agreed upon between the Town and the Consultant 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 Consultant 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.

1.5 Meeting Attendance. The Consultant 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 Consultant so that a representative may attend.

1.6 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. Consultant 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.

1.7 Lawful Performance. It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

2.0 COMPENSATION

2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Consultant shall be authorized to and shall commence performance of the Services as described in the **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections.

2.1.1 Method of Compensation. The Consultant shall receive compensation based on a percentage of fee basis. For each Building Service performed by

Consultant personnel for which the Town collects a fee, Consultant shall receive seventy percent (70%) of the fee collected by the Town on "Qualifying Building Service Fees" as that term is defined below. By January 31st, 2017, the Parties shall agree upon and attach a list of the Town's then current Building Service fees to this Agreement as **Exhibit C** (the "Qualifying Building Service Fees"). The Town Representative and Consultant Representative shall be authorized to approve the list of Qualifying Building Service Fees and attach the same to this Agreement.

2.1.2 Fee Structure. The Qualifying Building Service Fees shall be reviewed on no less than an annual basis by the Town with input from the Consultant Representative. For the first six (6) months of this Agreement following the Effective Date, the fees for Building Services shall be the fees under the Town's current fee structure and as set forth in **Exhibit C**, to include the Solar Inspection Fee set forth in Section 2.1.3 below. The Town and the Consultant shall review the Town's fees for Building Services six (6) months after the Effective Date of this Agreement and annually thereafter until such time as the Agreement is terminated pursuant to the terms of this Agreement. The City retains the authority and unilateral discretion to adopt, modify, and amend the applicable rates and/or schedules for Qualifying Building Service Fees after consultation with the Consultant in order to meet any judicially or legislatively imposed limitations on building fees. The Consultant will be consulted about any proposed adoptions, modifications, or amendments for the purpose of determining whether such change will necessitate a reduction in staffing or level of service provided by the Consultant.

2.1.3 Solar Inspection Fee. The fee for inspections of solar panels shall be a single stop fee, or flat rate fee, of $250. This fee is subject to change upon review by the Town and Consultant and upon advice from the Consultant.

2.1.4 Payment for Extra Work. Should work beyond that described in **Exhibit A** be required, it will be paid for as additional work at a cost to be agreed upon in separate written agreement by the Town and the Consultant prior to commencement of the additional work ("Authorized Additional Work"). Such additional agreements detailing the Authorized Additional Work shall be executed and approved by all persons required by Town purchasing ordinances or policies. Any Authorized Additional Work shall be billed to the Town at the hourly rates set forth in **Exhibit B**, unless otherwise agreed by the Parties in writing.

2.1.5 Releases and Receipts. The Town, before making any payment, may require the Consultant to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Consultant, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Consultant without requiring the furnishing of such releases or receipts.

2.2 Reimbursable Expenses. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses. If the Agreement is for compensation based on a time and materials methodology, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Consultant and proof of payment shall be provided by the Consultant with the Consultant'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)

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

2.4 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.

2.5 Payment Processing. The Consultant shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Consultant work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Consultant's invoice, the Town shall promptly review the Consultant's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Consultant only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Consultant be in the form of or based upon a salary or an hourly wage rate.

2.6 Town Dispute of Invoice or Invoiced Item(s). The Town may dispute any Consultant compensation and/or reimbursable expense requested by the Consultant described in any invoice and may request additional information from the Consultant substantiating any and all compensation sought by the Consultant before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Consultant 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 Consultant 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 Consultant or designee of the Consultant or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Consultant.

3.0 CONSULTANT'S REPRESENTATIONS AND OFFERED PERFORMANCE

The Consultant offers to perform the Services in accordance with the following Consultant-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 Consultant shall become fully acquainted with the available information related to the Services. The Consultant shall affirmatively request from the Town Representative and the Town such information that the Consultant, based on the Consultant's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. All documents or other data provided to the Consultant by the Town shall be returned to the Town. Consultant is authorized to make copies of such documents or other data at its own expense. The Consultant shall not disclose Town information to third parties without prior written consent from the Town or pursuant to a lawful court order directing such disclosure. The Consultant shall promptly inform the Town concerning ambiguities and uncertainties related to the Consultant's performance that are not addressed by the Agreement. The Consultant shall provide all of the Services in a timely and professional manner. The Consultant shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.2 Independent Contractor. The Consultant 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 Consultant to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Consultant'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 Consultant's offer and Town acceptance of terms and conditions for performance. The Consultant's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Consultant, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Consultant 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 Consultant or the Services shall be construed as Town plans or specifications regarding the Services.

3.3 Liability for Employment-Related Rights and Compensation. The Consultant 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 Consultant, 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 Consultant will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Consultant'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. **CONSULTANT ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONSULTANT OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONSULTANT FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONSULTANT 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, Consultant waives all claims against the Town for any Employee Benefits; the Consultant will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Consultant imposed on the Town ; and the Consultant will reimburse the Town for any award, judgment, or fine against the Town based on the position the Consultant 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 Consultant 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 Consultant offers and warrants to the Town that the Consultant, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.

3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Consultant 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 Consultant from performance of any obligations imposed in accordance with this Agreement and Consultant shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

3.6 Standard of Performance. In performing the Services, the Consultant 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 Consultant represents to the Town that the Consultant

is, and its employees or subcontractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Consultant and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Consultant warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within **Exhibit A**. The Consultant represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Consultant'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 5.0 below, in addition to any other remedies as provided in Section 10.0 below.

3.7 Review of Books and Records. The Consultant 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 Consultant that are pertinent to the Consultant's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.

3.8 Licenses and Permits. The Consultant shall be responsible at the Consultant's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

3.9 Affirmative Action. The Consultant warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.10 Employment of or Contracts with Illegal Aliens. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant obtains actual knowledge that a subcontractor performing work under this Agreement

knowingly employs or contracts with an illegal alien, the Consultant shall be required to notify the subcontractor and the Town within three (3) days that the Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Consultant 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 Consultant's actual knowledge. The Consultant 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 Consultant 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 Consultant violates this provision, the Town may terminate this Agreement, and the Consultant may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.

3.11 Duty to Warn. The Consultant 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 Consultant (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 Consultant shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

4.0 ASSIGNED PERSONNEL REQUIREMENTS

4.1 Resumes of Employees. Prior to commencing Services under this Agreement and within five (5) business days of any written request by the Town, the Consultant shall deliver to the Town copies of resumes of all the Consultant personnel that will provide Services to the Town under this Agreement. The Town shall review such resumes upon delivery and shall return such resumes to the Consultant within five (5) business days. The Town shall not retain, photocopy, digitally scan, or otherwise replicate the resumes. The Consultant may, at its option, mark such resumes as "confidential" or to otherwise denote that the Consultant considers the information contained in the resumes as sensitive and not appropriate for disclosure to non-Town personnel.

4.2 Identification of Personnel. The Consultant's employees and any subcontractors of the Consultant regularly performing Building Services hereunder shall wear a name tag with the logo of the Town in a design and format as reasonably required by the Town when they are performing Services for the Town, except as otherwise directed by the Town Administrator. The Consultant's employees performing Services hereunder shall, when professionally appropriate, distribute Town-approved business cards referencing the employee's name which cards shall state "Town of Lyons" and shall identify for customers the phone number advertised for the Town's Building Department. For all Town-related matters, including incoming and outgoing mail, the Consultant shall use the Town's address as provided in the Notices section below. It is the intent and purpose of this paragraph that the Consultant, although at all times exercising independent judgment and discretion in administering the Town's policies and recognizing its role as an independent contractor, perform the Building Services

in a manner that best represents the Town and displays that the Town has retained professional building services for its citizens.

4.3 Dress Code. The Consultant shall submit to the Town and maintain and enforce a Consultant-prepared and adopted dress code or policy proposed by the Consultant which shall be applicable to all Consultant employees, agents, and subcontractors. The Consultant-prepared code or policy shall not be inconsistent with the Town-adopted dress code in order that the Consultant presents a professional image to the public similar to that required of Town employees.

4.4 Personnel Issues. The Parties recognize and understand that certain key personnel, such as those individuals employed by the Consultant to manage, supervise, direct, or plan for providing the Services contemplated by this Agreement, can have an impact on the favorable outcome of the project and on the stewardship of Town funds toward providing the Services. Subject to such recognition and understanding, the Consultant warrants that it will employ key personnel that will provide the Services in a professional manner. In the event the Town Administrator becomes dissatisfied with the professionalism of the performance of a Consultant employee providing Services under this Agreement, utilizing an objective standard based upon the Consultant's representations and Town specifications regarding the Services, which may include, but is not limited to, behavior which brings discredit upon the Town, the Consultant offers the Town the following process by which the Consultant will resolve the Town Administrator's dissatisfaction. The Town Administrator shall have the option of, in her or his sole discretion, providing timely notification to the Consultant 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 Consultant 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 Consultant and the Town Administrator shall meet to discuss possible remedies the Contactor might voluntarily offer to address the problems experienced by the Town. The Consultant shall act within thirty (30) calendar days and in good faith to resolve any problems experienced by the Town. If problems persist after the Consultant has taken such action in good faith, and provided the Town Administrator has notified the Consultant of the Town's continuing dissatisfaction in accordance with this Section, the Consultant will offer to remove any Consultant employee from performing any work for the Town, to reasonably limit, in any manner, the work done for the Town by any Consultant employee, or to transfer or reassign any of its employees out of service to the Town or to a different position acceptable to the Town Administrator. Upon the Town Administrator's acceptance of such offer, the Consultant will transfer permanently or reassign any Consultant employee as soon as reasonably possible. By its signature to this Agreement, the Town accepts the Consultant's offer of this process. Nothing in this Agreement shall be construed to abrogate in whole or in part the right of the Consultant to hire, discipline, terminate, assign or otherwise manage or control its workforce.

4.5 Employment-Related Actions. The Consultant shall promptly inform the Town Representative of any reasonably anticipated or known employment-related actions (e.g., terminations, resignations, reduction in hours/service, hiring, and substitutions

of employees) which may affect in any manner the performance of the Services. Employment-related actions shall specifically include the securing of, retention of, or modification in relationships with any subcontractors performing Services under this Agreement. The Town shall be provided a reasonable advance opportunity to make recommendation to the Consultant regarding any proposed hiring, retention, or selection of any new employee or any subcontractor that will either: (1) have a supervisory role in the performance of the Services (e.g., the chief building official, supervisor of inspectors); or (2) engage in direct and substantial contact with the public (e.g., a building official or building inspector). Such recommendation by the Town concerning an employment-related action shall not be binding on the Consultant.

4.6 Building Access. The Consultant and all of the Consultant's agents, employees, and/or subcontractors working at the Town's facilities and issued a key code or other means of access must comply with the terms of any Town facility access policies. As soon as reasonably practicable, the Consultant must notify the Town of any change in personnel impacting the Consultant's agents, employees, and/or subcontractors in possession of keys and/or access cards. All key codes or other means of access not actively assigned to an approved individual must be returned to the Town Administrator's Designee as soon as reasonably possible. Failure of the Consultant, its agents, its employees, and/or its subcontractors to comply with the terms of any Town facility access policies may constitute a material breach of this Agreement.

4.7 Drug Test Screening. The Consultant shall cause all the Consultant's employees or subcontractors that will perform any Services under this Agreement (existing if not previously tested, and new hires) to undergo drug testing through the testing laboratory or service used by the Town for Town employees. Testing shall be completed prior to the assignment of any person to provide the Services under this Agreement. Within legal limits, if Consultant becomes aware of facts indicative that any person providing Services hereunder may not pass a drug screen testing of the same parameters as required before initiating provision of Services, Consultant shall subject such person to a repeat drug screening. The methodology of testing, reporting, and pass/fail determination shall be identical to that utilized by the Town for Town employees. The Consultant shall receive the results of the testing and shall immediately remove any the Consultant employee from service to the Town in the event of a testing failure. The cost of testing shall be borne by the Consultant.

4.8 Criminal Record and Background Check/Hiring. The Consultant shall cause to be performed a criminal record and background check for every prospective new or rehired employee that will perform any Service under this Agreement. For existing employees hired to perform services for other the Consultant clients and not for the Town, the Consultant shall cause to be performed a criminal record and background check for the existing employee prior to the employee's performance of any Service for the Town under this Agreement. No employee of the Consultant shall be issued a temporary key and/or access card to Town facilities until such employee has undergone a satisfactory criminal record and background check. All such checks shall be performed by one or more commercially available professional background investigation agencies and shall extend back a minimum of five years prior to the commencement of Services. The Consultant shall obtain and retain a written

background check report performed in accordance with this Agreement and the Consultant shall provide such report to the Director upon written request of the Director.

4.9.1 The Consultant shall not extend an offer of employment to any prospective employee, or assign any Services for the Town to an existing employee, for which the background report indicates such employee is or was a registered sex offender in Colorado or another state or which report indicates that the prospective employee was convicted or pled no contest to a charge of obscenity, prostitution or child prostitution (including solicitation, pandering, procurement, pimping, inducement, or patronizing), public indecency, distribution of materials harmful to children, bribery of a public official, abuse of public office, or unlawful sexual behavior (as defined by article 3 of Title 18, C.R.S.).

4.9.2 The Consultant shall not extend an offer of employment to any prospective employee or assign Services to an existing employee for which a background report indicates the prospective employee or employee was convicted or pled no contest to a felony within the ten (10) years prior to the prospective date of commencement of employment with the Consultant unless the Town Administrator has consented in writing to the Consultant's employment of the prospective employee or assignment of Services to an existing employee. The Town Administrator shall respond in writing to the Consultant within not more than five (5) business days of the Manager's receipt of the Consultant's request for consent. The Town Administrator's consent shall not be unreasonably withheld provided that the Town Administrator may withhold consent where the Manager finds that the employment of the employee and the felony offense, and/or the circumstances surrounding such offense, may subject the Town to public criticism.

4.9.3 If, subsequent to the assignment of an employee to perform Services, the Consultant learns that the employee was convicted or pled no contest to a charge of obscenity, prostitution or child prostitution (including solicitation, pandering, procurement, pimping, inducement, or patronizing), public indecency, distribution of materials harmful to children, bribery of a public official, abuse of public office, or unlawful sexual behavior (as defined by article 3 of Title 18, C.R.S.), the Consultant shall promptly remove the employee from performing Services for the Town.

4.9.4 If, subsequent to the assignment an employee to perform Services, the Consultant obtains knowledge that an employee was convicted or pled no contest to a felony within the ten (10) years prior to the date of such knowledge by the Consultant, the Consultant shall notify the Town Administrator in writing of such knowledge and request that the Town Administrator consent in writing to the employee's continued performance of Services for the Town. The Town Administrator shall respond in writing to the Consultant within not more than five (5) business days of the Manager's receipt of the Consultant's request for consent. The Town Administrator's consent shall not be unreasonably

withheld provided that the Town Administrator may withhold consent where the Manager finds that the continued Services to the Town by the employee and the felony offense, and/or the circumstances surrounding such offense, may subject the Town to public criticism.

5.0 TERM AND TERMINATION

5.1 Term and Expiration. The Term of this Agreement shall commence on the Effective Date and shall remain effective for an initial term of three (3) years **until December 31, 2019** unless terminated in accordance with this Agreement.

5.2 Renewals. Extensions of this Agreement for not more than two (2) one-year terms are authorized and permitted by this Agreement with the Town's and the Consultant's mutually written approval provided that no change or modification of the terms of this Agreement or increase in costs for the Building Services is incurred by the Town and funds for such extended services are budgeted and appropriated in accordance with law.

5.3 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Consultant at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

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

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

5.3.3 The Consultant 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 Consultant's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 5.3.1 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 Consultant shall be submitted to or accepted by the Town.

5.4 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 5.4, “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 Consultant 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 Consultant shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this Section 5.4, nothing in this Section 5.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

5.5 Unilateral Suspension of Services. The Town may suspend the Consultant’s performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Consultant which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Consultant 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.

5.6 Delivery of Notice of Termination. Any notice of termination permitted by this Section 5.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either Town or Consultant 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.

6.0 INSURANCE

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

☐ The Consultant shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Consultant to be sufficient to meet or exceed the Consultant’s minimum statutory and legal obligations arising under this Agreement (“Consultant Insurance”); or

☒ The Consultant 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.

☒ Consultant will secure and maintain Employer Liability Insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each claim, Five Hundred Thousand Dollars ($500,000) disease policy limit, and Five Hundred Thousand Dollars ($500,000) disease each employee.

☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and of Two Million Dollars ($2,000,000) aggregate. The policy shall be applicable to all premises and all operations of the Consultant. 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) each occurrence with respect to each of the Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) 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.

6.2 Insurer Rating. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide.

6.3 Continuous Coverage. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant.

6.4 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 6.0 and its subsections, insurance shall conform to all of the following:

6.4.1 For both Consultant 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 Consultant; 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 Consultant shall not be an insured party for any Town-obtained insurance policy or coverage.

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

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

6.4.4 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 Consultant 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.

6.5 Failure to Obtain or Maintain Insurance. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section 6.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Agreement. Failure on the part of the Consultant 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 Consultant 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 Consultant from the Town pursuant to this Agreement.

6.6 Insurance Certificates. Prior to commencement of the Services, the Consultant 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 6.0 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The Town may request and the Consultant 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.

7.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

7.1 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.

7.2 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 Consultant alleging that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:

7.2.1 The Consultant shall not be entitled to and shall not defend such claim; and

7.2.2 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

7.2.3 The Consultant shall reasonably cooperate with the Town in any Town defense of such claim although the Consultant shall bear any cost or expense incurred by the Consultant in such cooperation, including but not limited to the Consultant's cost and expense incurred in consultation with its own legal counsel; and

7.2.4 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 Consultant 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.

7.3 Indemnification for Certain Claims. For any claim not within the scope of Section 7.2 above, Consultant expressly agrees to indemnify and hold harmless the Town, and any of its council members, board members, commissioners, officials, officers, agents, Consultants, 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 Consultant or any of its employees, agents, or others acting on Consultant's behalf in performance of the Services. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by the Consultant 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, Consultants, attorneys, or employees. The Consultant's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

7.4 Defense of Claims.

7.4.1 Claims Against Both the Town and Consultant. In the event any claim is asserted by a third-party against both the Town and Consultant arising out of any Party's performance of the Services which claim is not within the scope of Section 7.2 above, the Town shall be entitled to elect to defend such claim on behalf of both the Town and Consultant 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 Consultant 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, Consultant may at its own cost and expense elect to assume the defense of Consultant, in which case Consultant 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.

7.4.2 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 7.2 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.

8.0 RECORDS AND OWNERSHIP OF DOCUMENTS

8.1 Retention and Open Records Act Compliance. All records of the Consultant 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. Consultant agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Consultant'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 Consultant's right to defend against disclosure of records alleged to be public.

8.2 Town's Right of Inspection. The Town shall have the right to request that the Consultant provide to the Town a list of all records of the Consultant related to the provision of Services hereunder retained by the Consultant in accordance with this subsection and the storage location and method. Consultant agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

8.3 Ownership. Any work product, materials, and documents produced by the Consultant 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 Consultant 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 Consultant and the Consultant 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 Consultant waives any right to prevent its name from being used in connection with the Services.

8.4 Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Consultant 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.

9.0 FORCE MAJEURE

9.1 Liability. Neither the Consultant 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."

9.2 Definition. 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.

10.0 REMEDIES

10.1 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 Consultant 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 Consultant. The remedial actions include:

10.1.1 Suspend the Consultant's performance pending necessary corrective action as specified by the Town without the Consultant's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

10.1.2 Withhold payment to the Consultant until the necessary services or corrections in performance are satisfactorily completed; and/or

10.1.3 Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Consultant, cannot be performed, or if performed would be of no value to the Town; and/or

10.1.4 Terminate this Agreement in accordance with this Agreement; and/or

10.1.5 ☐ Other remedies as may be provided by attached addendum or addenda.

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

11.0 MISCELLANEOUS PROVISIONS

11.1 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.

11.2 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.

11.3 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 11.3 shall not authorize assignment.

11.4 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 Consultant. 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.

11.5 Article X, Section 20/TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Lyons, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

11.6 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.

11.7 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.

11.8 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 Consultant 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 Consultant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

11.9 Interpretation and Mutual Negotiation. It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Consultant'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 Consultant or Consultant'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 Consultant to induce the Town to accept the Consultant's offer to enter into this Agreement and have been incorporated into the Agreement at the Consultant's request.

11.10 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.

11.11 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.

11.12 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Town and the Consultant 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 Consultant.

11.13 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.

11.14 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.

11.15 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 Consultant**:
Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	Charles Abbott Associates, Inc. Attn: Rusty Reed, CEO 27401 Los Altos, Suite 220 Mission Viejo, CA 92691
With Copy to: Lyons Town Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

11.16 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.

11.17 Conflict of Interest. The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest as a default and terminate this Agreement.

11.18 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.

12.0 ATTACHMENTS

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

- ☒ Consultant's Certificate(s) of Insurance
- ☒ Consultant Proof of Professional Licensing
- ☐ Other

13.0 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 Consultant and bind their respective entities.

[*Signature page follows.*]

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees
☐ Not Required
By: _____
Mayor or Mayor Pro Tem

Approval by Town Administrator
☐ Not Required
By: _____
Victoria Simonsen, Town Administrator

ATTEST:

_____
Debra K. Anthony, Town Clerk

APPROVED AS TO FORM (*Excluding Exhibits*):

_____
For Town Attorney's Office

CONSULTANT: CHARLES ABBOTT ASSOCIATES, INC., a California corporation

By: _____

Printed name:_____

Its:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Professional Services Agreement was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of Charles Abbott Associates, Inc., a California corporation.

Witness my hand and official seal.

My commission expires: _____.

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

EXHIBIT A
BUILDING SERVICES

I. CONSULTANT RESPONSIBILITIES

A. Building Services. Charles Abbott Associates, Inc. ("Consultant") is responsible for reviewing, permitting and inspecting all physical structures within the Town's incorporated boundaries, and for further services as described in the Section II below. Consultant shall review all plans to ensure they are in compliance with the current building codes, municipal code, plumbing code, electrical code and any other adopted codes in order to protect public safety. This requires significant communication with each customer as well as coordination with the Town staff and other involved public agencies, such as the fire district that serve the Town. **In addition to the Scope of Work in Section II below, the Building Services are more fully set forth and discussed in Consultant's Proposal submitted to the Town in response to the RFP for Building Services, a copy of which is attached hereto as Exhibit A-1.**

B. Valuation Data and Fee Schedules. The Town uses and wants to use state, national and international Valuation Data and Fee Schedules whenever possible so that permit fees are fair and defensible to building permit applicants. Exceptions to these valuation-based fees currently include Plan Reviews, Mobile Home/Manufactured Home Inspections, Pre-Move Inspections and Single Stop Projects (includes: furnace, air conditioner, roof, water heater, sprinkler system, siding, window, fence, water, sewer, and demolition).

C. Current Services. The Town currently provides the following services (see list below) and expects the Consultant to provide these services at a minimum moving forward. Charge for these services and percentage allocated to the Town for administrative support on each of these services will be determined as part of the contract negotiations.

1. Building Permit Fee
2. Plan Review
3. Mobile Home / Manufactured Home (placed in approved mobile home park)
4. Mobile Home / Manufactured Home (not placed in approved mobile home park)
5. Inspection Hourly Fee (outside of usual hours, no specific fee indicated & plan review revisions)
6. Re-inspection Fee
7. Investigation Fee
8. Electrical Inspection Fee
9. Single Stop Projects:
    a. Furnace/Air Conditioner

b. Roof (re-shingle)
c. Water Heater
d. Sprinkler System
e. Siding/Window Replacement
f. Fence
g. Water & Sewer
h. Demolition
i. Re-inspection for One Stop project

10. Solar/Net-Metering Inspections.

D. Permit Activity. Permit activity has been strong the past several years even during the economic slowdown. A total of 667 permits were issued in 2015, and 237 permits were issued in 2014. In 2015, the significant increase is attributed to roof permits that were pulled in response to damaged caused by a major hailstorm. Excluding last year's hailstorm permits, the average number of permits from 2013 - 2015 is 164 per year. In each year, the majority of the permits are one-stop permits (roofs, water heaters, etc.). The next most common permits are residential alterations, followed by commercial alterations, new residential, and lastly new commercial.

II. SCOPE OF WORK

A. Provide customer service and administrative support during business hours (8:30 a.m. – 4:30 p.m. Monday thru Friday).
B. Provide on-site staff, equipment, fuel, supplies, and vehicles for customer service, plan review, permitting, and inspections.
C. Enforce the applicable building codes to appropriate conclusion.
D. Serve as project manager for building plans review. This includes coordination and review of building permit plans with other appropriate stakeholders.
E. Provide information, resources and assistance as needed to Town staff, other agencies, citizens and businesses.
F. Staff 24/7 on-call for emergency situations.
G. Make recommendations on enhancements of existing practices, policies and ordinances to improve the program.
H. Fulfill all scope of work identified in annually appropriated work orders.
I. Conduct Building Code Effectiveness Grading Schedule (BCEGS) surveys when necessary to meet requirements from federal/state funded projects.
J. Review and provide updates to the Building Services application and informational materials and page on the Town's web site.
K. Track, measure, and report on performance standards, as agreed upon by contract.
L. Attend town meetings as requested.
M. Prepare quarterly reports on a date agreed upon between the Town Representative and the Consultant Representative.

N. Provide statistical and narrative information needed for the Town's Annual Budget and Comprehensive Annual Financial Report.
O. Attend Board of Trustees, Homeowner Association, Town Boards and Commissions, and other organization meetings to discuss and explain local regulations, policies and practices.
P. Provide ongoing research, information, and recommendations to improve the efficiency and effectiveness of the Building Services.
Q. Coordinate and participate in necessary enforcement actions with Town Administrator, Director of Finance, Town Attorney, and Municipal Court.
R. Keep records according to the Colorado Municipal Records Retention Schedule.

III. TOWN WORK ORDERS

On rare occasions, the Town may ask the Consultant to work on special projects that fall outside of the scope of work. The Town will approve a separate Work Order with a budget to cover costs associated with these special projects, in addition to the annual budget. The Town has not had to issue such work orders for Building Services with the current providers.

IV. SUPPORT SERVICES

A. Town Support to Consultant. The Town will provide to the Consultant the following support services:
   1. On-site staff for customer service and permit administration.
   2. General receptionist service (at the Town Hall's front desk).
   3. Issuance of building permits and collection of fees, including maintenance of electronic and "hard copy" of all permits issued detailing category and fees paid.

B. Use of Town Office Space or Furniture. The Consultant will not be entitled to use Town office space or furniture unless the Town and the Consultant reach agreement as to office space and furniture rental. The Consultant shall be permitted to utilize Town conference rooms solely for Town-related business or conducting activities on behalf of the Town.

EXHIBIT A-1
CONSULTANT RESPONSE TO RFP

[*Remainder of page left intentionally blank. Exhibit begins on following page.*]

Charles Abbott Associates, Inc.

"Helping public agencies provide effective and efficient municipal services to improve communities since 1984"

Proposal for

RFP 2016- BUILD-SERVE

Due August 3, 2016 at 4:00pm

Prepared for

Town of Lyons

432 5th Avenue, P.O. Box 49
Lyons, CO 80540

Charles Abbott Associates, Inc.

390 Interlocken Crescent
3rd Floor
Broomfield, CO 80021
Toll Free: (866) 530-4980

www.caaprofessionals.com

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ATTACHMENT A: PROPOSER'S CERTIFICATION

Note: Fill in, scan and incorporate/attach this certification page into your PDF proposal.

The undersigned, as an authorized agent of the proposer, hereby certifies:

- ☑ The proposer is in receipt of 1_____ addenda;
- ☑ The proposer is familiar with all instructions, terms and conditions, and specifications stated in this RFP, including the following
  - ☑ The proposer will be available for interviews, if selected for interview by Town, during regular business hours on August 9 & 10, 2016, and, if requested by the Town, will be available for attendance at the Board of Trustees meeting during evening hours (approximately 7:00 p.m. to 9:00 p.m. on August 5, 2016).
  - ☑ The proposer will access and review the Town's standard form of Professional Service Agreement, which Agreement will form the basis of any contract for the performance of the work. The Agreement will be made available to the proposer in accordance with this RFP.
- ☑ The proposer is qualified to perform the work and services outlined in this RFP.
- ☑ The proposal has been arrived at independently and submitted without collusion with any other proposer, Town staff or Town contractor, and that the contents of the proposal have not been communicated by the proposer or, to the proposer's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the proposer, and will not be communicated to any person prior to the Town's final action on this RFP by the Board of Trustees. Nothing in this paragraph should be construed to prevent or preclude two or more companies or persons from joining together to submit a proposal for the work.
- ☑ The offers, terms and conditions of the proposal will remain valid and effective and may be relied upon by the Town for a period of ninety (90) days following the 'Proposal Closing Date and Time.'

Charles Abbott Associates, Inc. (CAA)	Rusty R. Reed
Company Name	Authorized Signature
27401 Los Altos, #220	Rusty R. Reed
Mailing Address	Printed Name
Mission Viejo, CA 92691	President
Town, State, Zip Code	Title
33-00753899	(866) 530-4980
Federal Employee ID Number (FEIN)	Phone Number
Corporation	(949) 367-2852
Type of Entity (sole proprietorship, LLC,	Fax Number

PRIMARY CONTACT

Official name and address:	Charles Abbott Associates, Inc. 390 Interlocken Crescent 3rd Floor Broomfield, CO 80021
Primary point of contact:	Greg Robinson, Project Manager 27401 Los Altos, #220 Mission Viejo, CA 92691 Tel: (805) 431-9006 gregrobinson@caaprofessionals.com

COMPANY INFORMATION

General Information

Official name and address:	Charles Abbott Associates, Inc. 390 Interlocken Crescent 3rd Floor Broomfield, CO 80021
Company Headquarter:	27401 Los Altos, #220 Mission Viejo, CA 92691 Tel: (805) 431-9006
Other Office Locations:	NV, GA, SC, FL, AZ, TX
Entity type:	Corporation
Federal Tax ID:	33-00753899
Number of Employees:	180
Year Established:	1984

Company History

Founded in California in 1984, CAA's business model has been based on the philosophy of providing exceptional service and value. We do this by hiring and training exceptional personnel, and expanding our client base selectively and incrementally to ensure continuous growth while providing the highest levels of service in the industry. In 1998, CAA successfully expanded into the State of Nevada, where we now work with most major municipalities, and in 2012 added the State of Georgia. The key personnel proposed for the Town has been an integral part of this growth, and has extensive experience in entering and developing new geographic markets. Upon contract award, this team of highly experienced key personnel will be responsible for commencing the Town's Building Services, and will be on-site until all processes and procedures have been implemented successfully. A local team will be hired with Town approval and trained to CAA standards to carry out the day-to-day activities of the contract. Being new to the State of Colorado and having grown the company to one of the biggest and most successful building & safety firms mainly through word of mouth advertising, the Town would be a very important customer and, as such, receive the highest level of care and service at the best possible price.

Services Performed by the Firm

Charles Abbott Associates, Inc. (CAA) has been a national contract service provider to local government agencies since 1984. Our expertise allows us to provide your agency with the best value for your building inspection and plan check, code enforcement, city/town engineering, public works, environmental, and fire prevention services. As part of our services, we assure the following to the Town:

- Key personnel will be available to the extend proposed for the duration of the project, and no person designated “key” to the project will be removed or replaced without the prior consent of the Town.
- Staff designated to the Town will not be pulled into other projects for staff augmentation, but will remain dedicated to the Town for the entire duration of the contract.
- Should we wish to make any permanent staffing changes, we will discuss these changes with the Town at least 30 days in advance; and
- If the Town requests staffing changes, we will make them in a timely manner.

The following table lists some of the services we provide to meet the needs of our clients:

SERVICE ROLES	SERVICES
• Building Official • Building Inspector • Code Compliance Officer • Public Counter Technician • Public Works Director • City Engineer • Plan Checker • Fire Prevention Specialist/Inspector • Map Check Surveyor • Certified Environmental Trainers • Project/Construction Engineer • Landscape Manager/Supervisor • Landscape Architect • Redevelopment Agency Engineer • Assessment Engineer • Traffic Engineer • CASP Certified Specialist	• Building & Safety Administration • Plan Review • Building Inspections • Accessibility Assessments • Grading and Improvement Review • Environmental Assessments • Municipal NPDES Programs • NPDES Review • Public Works Administrative Services • Public Works Contracting • Work Management and Budgeting Systems • Organizational/Personnel Audits • Evaluation of Fee Structures • Grant/Funding Applications • AB 939 Implementation • Pavement Management • Asset Management

COMPANY MISSION

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Building Services to the Town of Lyons (Town).

Since 1984, CAA has been providing a growing number of municipalities with outstanding Building Services. Over the years, our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry. Our mission statement and operating philosophy are based on providing high quality and comprehensive services, and we have provided those services to over 75 municipal and regional government agencies over the past 30 years. Our Project Team brings many years of related project experience together with an expertise in the development and management of similar services for other municipal clients.

CAA is exceptionally qualified to provide the requested services to the Town as described in our submittal. Our team is not only comprised of building & safety experts, but also highly trained professionals who are able to balance regulatory requirements, cost effectiveness, political considerations, and practicality when advising our clients. CAA looks for creative solutions for our clients' needs, and we are committed to assuring cost effectiveness without sacrificing quality.

CAA maintains well qualified and educated inspectors and plan checkers who are properly licensed by the State of Colorado. The staff regularly attends training courses, seminars, and conferences to ensure they are up-to-date on the most relevant issues in the industry.

CAA received a company rating of "2" by ISO for all of our California client cities in 2014. This rating illustrates CAA's commitment to mitigating losses and enforcing codes to improve safety in our communities. It is worth noting that to date, only 278 out of 8890 jurisdictions in the Country have received this high rating. Additionally, the International Code Council (ICC) has recently recognized CAA as a Preferred Provider, making CAA the first entity in California and only the 14th in the Country to receive such recognition.

CAA is able to achieve consistently high standards of service as a direct result of the company's commitment to nurturing a team of professionals with an exceptional work attitude, mind-set, experience and skills that are unique to CAA. Each staff member is highly trained and extremely conscientious when it comes to carrying out the corporate mission of providing unsurpassed customer service. Staff members conduct themselves in a manner to always put the Town in favorable public light.

CAA's concept of delivering high quality service is different than other companies who provide similar functions. CAA will provide on-site staff to bridge the disconnect that can occur between municipalities and contracted service providers. CAA is proud not only of the fact that we have retained our first client of 30 years, but that we continue to be regularly commended for the staff's commitment to excellent client and customer service by other clients as well.

CAA is an industry leader in cross-training employees in order to streamline the inspection process. Each inspector is able to perform multiple inspections, which is both cost effective to the Town and simplifies the process for contractors, causing less wait times for inspections to be approved. We are devoted to keeping our certified and licensed staff up-to-date on the latest practice, techniques and skills in their areas of specialization. Our approach to training is ongoing and not just occasional, assuring clients of work that is in full compliance to current standards. In addition, because our people are well trained, they face no learning curve and are able to get to work immediately.

We will provide the Town with a team of highly qualified, licensed, and certified individuals to support your Building Service needs. We will have staff located throughout our service region, ensuring fast response times and maximum efficiency. We have daily pick-up and delivery or complimentary over-night mail service of plans available in addition to web based digital review throughout the life of the contract, as well as web based mail, data, and plan review services. This along with the availability of our local resources will allow us to respond quickly to the Town's needs. We will review and return residential and commercial building plans within a maximum of 10 business days or less, with an average of less than 5 days. Our staff is technically qualified, trained, properly licensed and certified to provide all services to meet your workload needs, including public or private project plan review, structural plan review, building code compliance review, and building inspections. Our business model will ensure that the resources will always be available to the Town, thereby ensuring staff continuity and consistency at the Town. Additionally, we are able to add qualified personnel at any time should workload demands increase.

We pledge the full resources and backing of our firm to assure that the Town has the most efficient and cost effective building services strategy available. Our business model will ensure that the resources dedicated to the Town will not be redirected to support other projects, thereby ensuring staff continuity and consistency at the Town. We stand by our commitment to unparalleled professionalism and service, as evidenced by an average length of service with our clients of over 16 years.

EXECUTIVE SUMMARY

CAA understands the Town is currently seeking a qualified firm to provide contract building official, building inspection, plan review, and administrative services functions for the Town of Lyons. CAA offers to provide all the requested services to the Town. Our staff will carry out the duties of the Building Services Division, as well as other duties as assigned. Our staffing levels will ensure that all plan reviews and inspections are conducted in an efficient and courteous manner that is responsive to the Town and the public's needs. CAA has the experience, knowledge, and ability to manage such tasks, assignments, and responsibilities while reducing the Town's financial and staffing burdens. Additionally, CAA has the ability to add certified and qualified staff whenever workload demands increase.

CAA is committed to fulfilling the Town's Scope of Services in a comprehensive and thorough manner with staff that is service oriented, courteous, and reliable. The individuals assigned to the Town do not only possess the technical skills required but also the interpersonal skills that tie technical know-how to practical service.

We firmly believe that Town management and officials must have control of their operations. Our approach ensures the Town controls the services to be delivered and that we are held accountable. Levels of service are provided to meet workload demands, and the priorities of the Town are clearly defined.

Scope of Work

CAA will provide the following services, as outlined by the Town:

- Customer service and administrative support during regular business hours.
- On-site staff and all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other field communication technology devices that enhance our service.
- The highest degree of compliance with building codes. Our highly qualified and certified inspectors are thoroughly trained on the codes in use in their States, and master the local amendments of each code. They maintain a close working relationship with planning, code enforcement and public works personnel.
- Plan Review Services as directed by our clients. Our staff's expertise enables us to conduct reviews of any type of structure including:
    - single-family dwellings
    - multiple-family dwelling units
    - industrial buildings
    - commercial buildings

  CAA thoroughly and promptly checks all plans for compliance with all local ordinances and state and federal laws pertaining to Building Codes, and for compliance with the adopted Building Code, Plumbing Code, Electrical Code, Mechanical Code, Disabled Access requirements, Energy requirements, and/or Fire Code. We take charge of transporting and handling of plans and provide the following levels of support for plan reviews:

- complete plan checking
- initial review
- re-checks
- accelerated reviews
- other checking as directed

Our approach to plan checking ensures that plans submitted to CAA for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time.

Our registered professionals and certified plan examiners check all plans and calculations, thus assuring that the technical components and all code items are thoroughly reviewed.

Most of our plans examiners are cross-trained and also certified as inspectors. This provides for a very efficient use of personnel and expedites the process for the applicant. We provide timely turnaround of plan checks and rechecks based on guaranteed turn-around times. Our staff also handles any coordination required as part of the review.

All CAA staff is service oriented and qualified in handling multiple tasks. Our resources and technical capabilities guarantee continuity of operations without sacrificing service quality, even when unavoidable circumstances arise.

- Provide assistance and information to Town staff, citizens, businesses and other agencies as needed and respond to concerns from residents, businesses, and other parties as required.
- CAA is able to provide staff for emergency situations; all CAA building and engineering staff are Disaster Service Worker (DSW) certified.
- Enforce and interpret building codes and other regulations, make recommendations for Code Updates and Amendments as necessary, and conduct process reviews and make recommendations for process improvements, if applicable.
- Fulfill all scope of work identified in annually appropriated work orders.
- CAA is experienced in conducting BCEGS surveys as required by federal or state funded projects.
- Review and update the Town's Building Services application and related forms and materials as required.
- Use ICC Valuation Tables and review the Town's Fee Schedule with the Town for input and changes as necessary.
- Track, measure, and report on performance standards, schedule and budget targets on a regular basis. CAA will provide detailed weekly, monthly, quarterly, and annual reports of our activities to the Town on accountability report forms approved by the Town. The reports will include, but are not limited to, fees collected, staffing levels provided, staff hours expended, the number of

inspections made, and other financial, operational, and statistical information pertinent to the services provided.

- Our staff will participate, as requested, in staff meetings and meetings with individuals and companies who are coming to the Town to procure services. CAA staff will adhere to all Town personnel policies and directives including hours of operation, dress code, and other team building efforts.
- Provide data for the Town's Annual Budget and Comprehensive Annual Financial Report.
- Attend and represent the Town at Board of Trustees, Homeowner Association, Town Boards and Commissions, and other organization meetings to discuss and explain local regulations, policies and practices.
- Continuously provide feedback and recommendations to improve the efficiency and effectiveness of the Town's Building Services. CAA continuously strives for innovations to improve public services. Government must be more accessible to its citizens, more convenient, timelier in responses, more cost effective, and highly performance oriented. Accountability in government has never been higher than it is today. We want to be your partner in delivering exceptional public service and promoting the Town. We pledge the full resources and backing of our firm to assure that the Town delivers outstanding public service at the highest quality, while also achieving cost effectiveness.
- CAA staff is trained to quickly identify and document any areas of non-compliance, and is able to suggest corrective actions or alternate means where applicable. Code enforcement violations will be reported to the Town immediately. CAA will submit a written record to the Town as a result of any inspection within 24 hours after inspection period.
- CAA will maintain records relating to inspections and work performed under the scope of this project in accordance with Colorado Public Records Laws and Colorado Municipal Records Retention Schedule. CAA understands that records are property of the Town.

Services

Building Official Services

CAA's Building Official will be responsible for the administration and enforcement of the Town's various codes and ordinances related to building safety while ensuring that the health and safety of the public are maintained through adherence to the requirements established by law for the construction, alteration or use of new and existing buildings. Through cooperation with other Town departments, CAA is able to assist in protecting the economic interests of the community with the ultimate goal of ensuring the development of safe and sustainable buildings for subsequent generations. CAA's Certified Building Officials have assisted those jurisdictions that have contracted for full service Building Departments in achieving high Insured Services Office (ISO) ratings. The ISO assesses each community on a scale of 1 to 10 with regards to the administration and enforcement of the building codes and mitigation of losses from natural hazards.

The Building Official assigned to the Town will be onsite as needed, and will be available at all times to respond to urgent matters within one hour of notification. Our Building Officials and Inspectors are ICC certified, and have a minimum of 2+ years experience.

The Building Official assigned to the Town will:

- Act as the Town's Building Official
- Manage all Building Services functions
- Enforce and interpret building codes and other regulations
- Make recommendations for Code Updates and Amendments as necessary
- Respond to concerns from residents, businesses, and other parties as required
- Prepare various documentation such as reports and inventories
- Conduct process reviews and make recommendations for process improvements, if applicable
- Be available to provide testimony for administrative and legal proceedings
- Conduct training and public outreach programs
- Assist with other related duties as assigned by the Town

CAA will provide the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, and Mechanical Code, Building Standards Code, Accessibility and Energy Standards, and the Municipal Code. Plan review will be performed in-house in most cases and off-site when the need arise due to workload variations and in order to meet our committed timelines.

Plan Review

CAA provides the following plan checking services:

General Plan Review Services

Most plan review and rechecks can be performed in Town Hall Offices. Plan reviews will be performed in our local or corporate offices when the need arise in order to meet our turn around time commitment and subject to work load variations. CAA plan check staff is familiar with construction utilizing various state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from single-family dwellings to large multi-story buildings, including essential service buildings, commercial buildings, and industrial facilities.

Architectural

CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the Town's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in non structural and architectural code promulgation at the state and national level and several sit on International Code Council (ICC) committees.

Structural

CAA's plan review structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. CAA's plan review engineers maintain State registration with an average experience of over 30 years in structural and design plan review.

Mechanical

CAA staff is experienced in plan review and inspection of mechanical installations for compliance with the Colorado Mechanical Code, including piping, duct layouts, and sizing for HVAC systems, mechanical equipment approval listings, and mechanical fixture locations, sizing, and counts. CAA staff will bring such knowledge, experience, and understanding to Town reviews and inspections.

Plumbing

CAA staff is trained to review plans for compliance with all aspects of the Colorado Plumbing Code, including piping layouts and isometrics, plumbing fixture locations and approval listings, pipe size calculations, and accessibility details. CAA staff is well knowledgeable and experienced in the review and inspection of plumbing plans and installations, including applications from the simple to the complex. Since many of our staff has worked in the field, they can draw on their own expertise and experiences as the designer, developer, and inspector.

Electrical

CAA staff is experienced in the plan review and the inspection of various electrical installations, both residential and commercial. CAA staff will review plans for compliance with the Colorado Electrical Code, including the review of schematics, diagrams, panel schedules, load calculations, fixture approval listings, Title 24 Energy compliance calculations, and accessibility data.

Energy

CAA staff is well informed of Colorado's Energy Efficiency Standards for Residential and Non-Residential Buildings, or "Energy" standards. CAA staff receives extensive annual training to ensure that each is aware of the specifics of these state programs.

Accessibility

CAA staff attends state and locally sponsored training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on various Accessibility Compliance Committees.

LEED

CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC), Leadership in Energy & Environmental Design (LEED) certification standards. CAA has staff certified through the LEED process that are available to review Town development projects required to have LEED Certification(s).

Green Building Code Review

CAA can and will provide staff that is aware and up to date on Green Building Standards. As with LEED certification, CAA seeks to enhance and improve Town development projects through cooperation and collaboration with stakeholders. CAA has several staff members who are Green certified plan examiners and building inspectors.

Building Inspection

CAA will provide the inspection of structures under construction in the Town for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, Mechanical Code, Green Building Standards Code, State Accessibility and energy Standards.

CAA will provide inspectors as required by workload. A CAA Building Inspector will be available at all times to conduct urgent building inspections, should they arise.

Inspection Personnel Qualifications

CAA assigned staff will perform inspection services as required by the Town. Our staff will meet or exceed the Town's minimum qualifications for all position(s). Competent inspectors will be provided whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdiction standards. All CAA inspectors are ICC certified.

Inspection Responsibilities

Inspectors assigned to the Town will perform periodic construction inspections to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable codes. Projects under construction by permit from the Town will be inspected for compliance with the State of Colorado Building, Mechanical, Plumbing, Electrical, Energy, Green Building, and Accessibility Codes as adopted by the State and amended by the Town, as well as a working familiarity with the Fire Codes. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily integrates into client organizations.

Guaranteed Response Times

In an effort to provide quality assurance, CAA proposes to use our "best service guarantee" program. This program assures the Town that all turn around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.

- CAA will conduct any necessary or required building investigations as directed by the Town. Investigations will include field and office research, investigation follow-ups and preparation of notices, letters, or documents.
- CAA will provide and maintain all vehicles and equipment required or necessary to carry out inspections and duties of the Building Services Division.

In-House Building Permit Technician

Upon request, CAA will provide assistance at the public counter during regular building counter hours to receive and review applications, issue permits, and respond to phone calls and in-person queries, be available for scheduled meetings, and provide assistance over the phone and via email to both Town staff and the public as required. CAA will provide the processing of Building Division permits including building, plumbing, electrical and mechanical permits, plan check submittals, data entry, scanning, reporting, and other related permit technician duties as assigned. CAA will provide a permit

technician with computer skills and knowledge of plan check issues to the Town as necessary.

Expected Process Timeline

All initial reviews will be returned within 10 business days for single family residential, small and large commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan checks in less than half the time.

Initial Checks	5-10 days
Recheck	5 days
Plan Change	5 days
Single Family Dwelling	5-10 days
Apartments	10 days
Tenant Improvements	5-10 days
New Commercial/Industrial	10 days
Revisions to Approved Plans	1-5 days
Residential Improvements (i.e. room additions, etc.)	5-10 days

Communicating Plan Review Results

Plan reviews, when not immediately approved, will result in two complete typewritten plan check letters with comments referring to specific details and drawings, and referencing applicable code sections. We will provide a clear, concise, and thorough comment letter from which clients, designers, contractors, and owners can work. Comment letters are delivered to our clients and other designated recipients via email, fax, and/or reliable overland carrier unless directed otherwise. CAA will transmit plan review comments and coordinate re-checks directly to the Town or to the applicant if desired, and completed plan review documents ready for approval will be returned to the Town for final approval.

Plan Delivery

In the rare occasion when the need arises, CAA will overnight Building Plans using “OnTrac” or a similar shipping firm to transport those plans requiring off-site review to and from the office of the Town to CAA’s main office, where the plan check service will be provided. This service is provided at no additional cost to the Town.

ACKNOWLEDGEMENT

CAA agrees to commence services at or after September 15, 2016 based upon negotiations with the Town.

BUDGET

CAA will provide an as-needed Building Official, as-needed Plan Reviewer, and part-time Building Inspector to complete all work within the promised time frames for the following percentage of permit and plan check fees collected:

Monthly Fees Collected	**CAA % of Fees**
Fees Collected	70%

CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties.

On the following page, we have listed our current hourly rates for additional professional services and other direct costs.

STANDARD HOURLY RATE SCHEDULE
Effective July 1, 2015

CLASSIFICATION	HOURLY RATES	CLASSIFICATION	HOURLY RATES
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	165.00	Building Official	122.00
Project Supervisor	145.00	Senior Building Inspector	110.00
Project Manager	135.00	Building Plan Checker	97.00
Project Engineer	132.00	Building Inspector/Plan Checker	90.00
Sr. Registered Engineer	133.00	Code Enforcement Officer	75.00
Senior Design Engineer	115.00	Permit Specialist	66.00
Associate Engineer	110.00		
Assistant/Design Engineer	98.00	Community Development Director	145.00
		Principal Planner	132.00
Senior Traffic Engineer/Manager	150.00	Senior Planner	107.00
Transportation Planner	110.00	Associate Planner	97.00
Traffic Engineer Associate	95.00	Planning Technician	68.00
Sr. Draftsperson (CADD)	90.00	Landscape Director	116.00
Draftsperson (CADD)	80.00	Associate Landscape Architect	95.00
Computer Technician	80.00	City Forester	88.00
Senior Environmental Consultant	145.00	Expert Witness Services	200.00
Environmental Engineer/Scientist II	115.00	Senior Contract Administrator	107.00
Environmental Engineer/Scientist I	92.00	Administrative Assistant	57.00
Associate Environmental Engineer	87.00	Word Processor	50.00
		Clerical	45.00
Senior Public Works Inspector	95.00		
Public Works Inspector	87.00		
3-Person Survey Crew	270.00		
2-Person Survey Crew	210.00		

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

SUPPORT SERVICES

CAA continuously innovates to deliver services of the highest quality. Our team of superbly qualified professionals is supported by the best technology and the latest versions in computer software programs. We utilize a state-of-the-art virtual system of communication that links real people in real time, allowing for “real time” inspection results. Additionally, CAA will provide the Town with customized Permit Issuance, Inspection and Plan Review Tracking through a user-friendly software system that will allow for an efficient and accountable level of service to be delivered to the Town and contractors. This software system includes:

- Access to Contractor State license records.
- iPads are provided to all inspectors.
- Ability to attach PDF and photos to permit file.
- Searchable database by any field.
- Reports types include at minimum:

    Daily inspection and plan review logs.
    Inspection/plan review turnaround times.
    Pass/fail status.
    Revenue stream by permit type.

CAA will provide all of the tools required to perform the inspection functions outlined in the Town’s Scope of Work and ensure compliance with applicable codes, including vehicles, ladder, mobile phones and iPads.

CAA tracks and controls project costs and will provide timely invoices through the company’s payroll and accounting systems. Employees enter their time into the CAA payroll system from the primary workstation. The data is checked weekly by the Project Manager for accuracy and validity. CAA’s administrative staff will prepare a monthly invoice per the agreement with the Town. All invoices will be reviewed by the project manager prior to submittal to the Town for payment. CAA will invoice the Town on a monthly basis in accordance with the rates as negotiated by contract.

All other support services, human resource functions, and administrative tasks will be managed and provided from our corporate headquarter or local Project Manager, as necessary, to ensure operational success of the project.

SUB-CONTRACTORS

All employees work for the firm and are not independent contractors. CAA will not be using any sub-consultants, sub-contractors, suppliers or manufacturers to fulfill the scope of the Town’s services.

CONFLICT OF INTEREST

CAA has no existing conflict of interest involving other client relationships, contracts, or property interests involving the Town of Lyons. CAA certifies that no member of our firm has vested interest in any aspect or department of the Town of Lyons.

FINANCIAL INFORMATION

CAA is a privately owned company functioning as an "S" corporation. CAA has been financially stable and viable since its inception in 1984, and will provide audited financial statements upon contract award, if desired.

CAA's Dun & Bradstreet number is 790441856.

Litigation History

The following is a list of cases filed and settled within the last 5 years. There are no filed, pending or threatened claims of litigations that would impede our ability to provide our services to the Town.

Boar Inc. vs. County of Nye, et. al.
Case Reported: 4/22/2010
Case Dismissed: 1/16/2014

Victor Ambrosio and Linda Martinez vs. City of Hawaiian Gardens, CA, et. al.
Case Reported: 12/2/2013
Case Dismissed: 2/9/2016

Schlickman vs. City of Palos Verdes Estates, CA, et. al.
No court case was filed in this matter
Plaintiff's claim was settled on 4/22/2013

Wilson vs. City of Laguna Niguel, CA, et. al.
Case Reported: 2/14/2015
Case Dismissed: 1/7/2016.

EXPERIENCE AND REFERENCES

The following list shows a few related projects for CAA with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for them.

REFERENCES	SERVICES	SINCE
City of Canyon Lake Kirsten Rowe 31516 Railroad Canyon Road, Canyon Lake, CA 92587	Building & Safety Engineering Public Works	**2016**
City of Banning Brian Guillot, Community Development Director (951) 922-3120 99 E. Ramsey St., Banning, CA 92220	Building & Safety Full Service City Engineering As Needed	**2015**
City of Brookhaven Ben Song, Director of Community Development (404) 637-0500 4362 Peachtree Road Brookhaven, GA 30319	Building & Safety Full Service Code Enforcement	**2015**
City of Calimesa Bonnie Johnson, City Manager (909) 795-9801 908 Park Avenue, Calimesa, CA 92320	Building & Safety Full Service	**2014**
City of Carson City Lee Plemel, Director Community Development (775) 283-7075 108 E. Proctor St., Carson City, NV 89701	Building & Safety Full Service	**2014**
City of Forest Park Al Wiggins, Community Development Director (404) 608-2300 785 Forest Parkway, Forest Park, GA 30297	Building & Safety	**2014**
City of Manchester Doug Westberry, City Manager (706) 846-3141 P.O. Box 366, Manchester, GA 31816	Building & Safety Code Enforcement	**2014**
City of Griffin Kenny Smith, City Manager (770) 229-6406 100 South Hill Street, Griffin, GA 30223	Building & Safety	**2014**
City of Peachtree Corners Diann Wheeler, Community Dev. Director (678) 691-1204 147 Technology Parkway, Peach Tree Corners, GA 30092	Building & Safety	**2013**
City of Duarte Craig Hensley, Community Dev. Director (626) 386-6835 1600 Huntington Dr, Duarte, CA 91010	Building & Safety Inspection & Plan Check, Code Administration	**2013**

City of Riverdale Ellis Still, Community Dev. Director (770) 909-5480 971 Wilson Road, Riverdale, GA 30296	Building & Safety City Engineering Public Works	**2012**
City of Palmetto William Shell, City Administrator (770) 463-3377 509 Toombs Street, Palmetto, GA 30268	Building & Safety	**2012**
City of La Palma Douglas Dumhart, Community Dev. Director (714) 690-3340 7822 Walker Street, La Palma, CA 90623	Building & Safety	**2012**
City of Laguna Hills Bruce Channing, City Manager (949) 707-2600 24035 El Toro Road, Laguna Hills, CA 92653	Street Maintenance	**2012**
City of Los Alamitos Steven Mendoza, Community Dev. Director (562) 431-3538 3191 Katella Avenue, Los Alamitos, CA 90270	Building & Safety Environmental/NPDES	**2010**
City of Adelanto Cindy Herrera, Acting City Manager (760) 246-2300 11600 Air Expressway, Adelanto, CA 92301	Building & Safety	**2010**
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Check Building Inspection NPDES Inspection and Plan Review	**2008**
City of Rancho Santa Margarita Cheryl Kuta, Development Services Director (949) 635-1800, ext. 6707 22122 El Paseo, Rancho Santa Margarita, CA 92688	Building & Safety Environmental Public Works	**2007**
City of Laguna Niguel Jeff Gibson, Community Development Director (949) 362-4313 30111 Crown Valley Parkway, Laguna Niguel, CA 92677	Building & Safety Public Works Street Maintenance	**2006**
City of Fountain Valley Matt Mogensen, Building and Planning Director (714) 593-4436 10200 Slater Avenue, Fountain Valley, CA 92708-4736	Building & Safety	**2004**
City of Stanton Kelly Hart, Community Dev. Director (714) 890-4213 7800 Katella Avenue, Stanton, CA 90680	Building & Safety	**2004**
City of Aliso Viejo David Doyle, City Manager (949) 425-2500	Building & Safety City Engineering Code Enforcement	**2002**

12 Journey, Suite 100, Aliso Viejo, CA 92656	Environmental	
Town of Pahrump Pam Webster, County Manager (775) 751-7075 400 N. Highway 160, Pahrump, NV 89060	Building & Safety Environmental County Engineering	**1998**
City of Mission Viejo Elaine Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Building & Safety Public Works Plan Check Public Works Inspection	**1995**
City of Camarillo Dave Norman, City Manager (805) 388-5307 601 Carmen Drive, Camarillo, CA 93010	Building & Safety Public Works Inspections Environmental/NPDES	**1994**
Town of Yucca Valley Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Building & Safety	**1994**
City of Yucaipa Ray Casey, City Manager (909) 797-2489 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Building & Safety Engineering Support Fire Marshall Services	**1993**
City of Twentynine Palms Frank Luckino, City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	Building & Safety City Engineering Traffic Engineering	**1993**
Town of Apple Valley Frank Robinson, Town Manager (760) 240-7000 14955 Dale Evans Parkway, Apple Valley, CA 92307	Building & Safety Public Work Administration Town Engineering	**1990**
City of Hidden Hills Cheri Paglia, City Manager (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety City Engineering	**1990**
City of Moorpark David Bobardt, Community Development Director (805) 517-6281 799 Moorpark Avenue, Moorpark, CA 93021	Building & Safety Environmental/NPDES	**1988**

CAA is exceptionally well qualified to provide Building Services to the Town of Lyons. We have the experience, organization, and size to ensure success in delivering the highest quality services. Because of our long history serving other similar dynamic cities and our broad-based experience, we fully understand the technical, cultural, and political nature of the services to be performed.

QUALIFICATIONS

CAA assigned staff will perform inspection services as required by the Town. Our staff will meet or exceed the Town's minimum qualifications for all position(s). Competent inspectors will be provided whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdiction standards. Our staff is technically qualified, trained, properly licensed and certified to provide all services to meet your workload needs, and CAA will ensure our staff will keep all required licenses and certifications current and up to date for the term of the agreement.

The Building Official, Plans Examiner, and Inspectors assigned to the Town will, at a minimum, be ICC Certified in their respective field. Most CAA employees hold multiple certifications and are effectively cross-trained in multiple disciplines.

VEHICLE FLEET

CAA will provide each professional assigned to the Town a company vehicle.

RESUMES

CAA employs full time personnel to staff municipal work engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that can work as a team with Town staff, augmenting their efforts and reach. With those principles in mind, the proposed key professionals are as follows:

Rusty R. Reed, P.E

Principal-in-charge/ Chief Executive Officer/President

Years of Experience

30+

Education

B.S., Civil Engineering, University of Illinois

Registration

Civil Engineer: California and Arizona

License

General Contractor "A" – California

KEY QUALIFICATIONS

- Registered Civil Engineer
- Municipal Background
- Hands-on Engineering Experience
- Project Oversight
- Project Commitment

Mr Reed is the President of Charles Abbott Associates, Inc. He directs the firm's business affairs and oversees all client services. Mr Reed is involved in all aspects of Environmental Services, Building and Safety, City Engineering, Planning, Public Works, Capital Improvement Programs and Redevelopment for CAA's municipal clients. He is directly accessible to all our clients to ensure that performance standards, schedule and budget targets are met.

Previous Project Experience

- Wrote and identified codes, ordinances, and resolutions for implementation.
- Administered city design services for preparation of plans, specifications, and construction; managed and administered engineering and public works permit procedures, inspection services and records.
- Administered the implementation of Public Works Maintenance Contracts.
- Developed short and long-range capital improvement programs, and coordinated and identified methods of funding.
- Served as Town Engineer for the Town of Apple Valley for over 10 years.

Greg Robinson, CBO

Regional Director

Project Manager/Chief Building Official

Years of Experience

30+

Education

B.A., Economics, University of California, Los Angeles

License

General Building Contractor, California

Professional Memberships

ICC, CALBO

KEY QUALIFICATIONS

- Certified Building Inspector
- Certified Plans Examiner
- Local Government Background
- Extensive Building and Safety Experience
- Multiple Certifications

Certifications

ICC Certified Building Official
ICC Certified Building Code Official
ICC Certified Plans Examiner
ICC Certified Mechanical Inspector
ICC Certified Plumbing Inspector
ICC Certified Building Inspector
ICC Certified Combination Dwelling Inspector

Mr Robinson has over 30 years of Building & Safety and construction experience. Presently, he is the Building Official responsible for supervising all Building & Safety services for our firm. He also has supervisory responsibilities for code enforcement in the City of Hidden Hills. His responsibilities include conducting construction inspections, plan reviews, permit issuance and updating codes, services, fees, and operations for local clients. Mr. Robinson shares CAA's corporate responsibility for quality control and plays an active role in interviewing, hiring, training, and development of staff.

Recent Project Experience

Building Official for the City of Rancho Santa Margarita
Building Official for the Cities of Hidden Hills and Camarillo
Oversees the Building and Safety functions in the City of Palos Verdes Estates.
Served as the Building Official for the City of Moorpark
Developed CAA's guidelines for Insurance Services Office (ISO) compliance

Professional Affiliations

ICC Ventura Chapter:

Past President
President
Treasurer
Secretary

Ron Grider, PE, CBO

Regional Director

Certified Building Official/Plans Examiner/Inspector

Years of Experience

31+

Education

B.S., Civil Engineering, California State University, Los Angeles

Professional Memberships

ICC, CALBO

KEY QUALIFICATIONS

- Extensive Project Management Experience
- Registered Civil Engineer in NV, CA, FL, and TX
- Municipal Experience
- Hands-on Public Works Experience
- Extensive Plans Review Experience
- Multiple Certifications

Certifications

CALBO Certified Building Official
ICC Certified Building Official (0878901-CB)
IAEI Certified Electrical Inspector
ICC Certified Building Inspector (0878901-B5,K1,10)
ICC Certified Electrical Inspector (0878901-K2,E5)
ICC Certified Mechanical Inspector (0878901-M5,K4,44)
ICC Certified Plumbing Inspector (0878901-P5,K3,34)
ICC Certified Plans Examiner (878901-K6)
ICC Certified Combination Inspector (0878901-K8,K4,C8,50)
ICC Certified Combination Dwelling Inspector (0878901-R5,56)
OES/CALEMA DISASTER SERVICE WORKER (61525)

Mr Grider has over 31 years of construction, public works, and building & safety experience. He has held the position of Building Official, County Engineer, Sr. Engineering Manager as well as numerous other key positions in the field. Well known in the public sector as a compassionate leader focused on customer service, he is routinely involved in the presentation of building code, engineering principles and advancing the cause of preventing life loss and protecting property in Nevada and California. As Regional Director for CAA, he directs the services CAA provides in building and safety in Nevada and the California High Desert communities. He is also responsible for quality control and evaluation.

Professional Affiliations

Services Office (ISO) Compliance Member American Society of Civil Engineer
Member Structural Engineers Association of Southern California (SEAOSC)
Member Structural Engineers Institute (SEI)
Member California Building Officials (CALBO)
Member International Code Council (ICC)
Safety Assessment Emergency Services – State of California SAPC61525
American Institute of Steel Construction (AISC)

Mike Podegracz, P.E.

Regional Director

Years of Experience

37+

Education

B.S., Civil Engineering, Loyola Marymount University, Los Angeles

Professional Memberships

American Society of Civil Engineers
American Water Works Association
International City Manager Association
California City Manager Foundation

Certifications

Licensed Civil Engineer, California

KEY QUALIFICATIONS

- Project Management Experience
- City Manager Experience
- Engineering Experience
- Multiple Certifications

Mr. Podegracz has served as an engineer for various municipal clients. His responsibilities included preparing plans, specifications and estimates for road improvement projects; preparing hydraulic and hydrology design and analysis for drainage improvements; performing project management and construction management for capital improvement programs; designing, implementing, and analyzing pavement management programs; performing traffic studies for roadways; and reviewing, analyzing, and making recommendations on land development proposals.

He is experienced in preparing the Local Agency Management Program (LAMP) for various agencies to regulate the maintenance of existing and installation of new onsite wastewater treatment systems (OWTS).

Mr. Podegracz has been responsible for the preparation of water and wastewater system master plans, the design and preparation of water distribution and transmission pipelines, wastewater collection improvement plans, specifications for pressure and gravity pipelines, pumping stations and attendant structures. Water projects have included the design and detailed specifications for ductile iron, asbestos cement, fiberglass and polyvinyl chloride transmission and distribution mains for the cities of Beverly Hills, Thousand Oaks, Santa Monica, Cerritos, Palmdale and Los Angeles, California. The project in Santa Monica involved the installation of water distribution and fire suppression pipelines for the Santa Monica pier.

Projects also included the design of welded steel reservoirs for the cities of Palmdale and Los Angeles, and water booster stations for the cities of Beverly Hills, Thousand Oaks and Los Angeles County.

He also coordinated and oversaw the design and construction of the I Avenue Sewer Project that involved the installation of approximately 20,000 feet of new gravity and force main sewer, and a new sewage lift station. The project provided sewer service to a junior high school, residential and commercial properties that were formerly served by onsite wastewater treatment systems.

Recent Project Experience

- City Manager, City of Hesperia, CA
- Director of Development Services/City Engineer, City of Hesperia, CA
- Vice President and Project Manager, So & Associates Engineers, Inc.
- Project Engineer, Brockmeier Consulting Engineers

Bill Golberg, CBO, CFM, MCP, MCEP

Certified Building Official

Years of Experience

30+

Education

A.A.S in Engineering
Extensive trade and technical schooling

License

Plumbing Contractor (RF0066416)
Florida Standard Inspector (BN3173)
Florida Standard Plans Examiner (PX1387)
Florida Standard Building Code Administrator (BU1685)
GSWCC Levels 1a, 1b and 2 (54550)

Professional Affiliations

ICC, BOAF, FFMA, ASFPM, AACE, FAPMGI

KEY QUALIFICATIONS

- Multiple Certifications
- Hands-On Contractor Experience
- Plumbing Contractor
- Supervisory Experience
- Extensive knowledge of building codes, regulations and construction industry standards
- Excellent Interpersonal Skills
- Code Enforcement Experience

Certifications

ICC Accessibility Inspector/Plans Examiner
ICC Building Inspector
ICC Building Plans Examiner
ICC Certified Building Code Official
ICC Certified Building Official
ICC Certified Housing Code Official
ICC Certified Mechanical Code Official
ICC Certified Plumbing Code Official
ICC Coastal and Floodplain Construction Inspector
ICC Combination Inspector
ICC Commercial Combination Inspector
ICC Commercial Electrical Inspector
ICC Disaster Response Inspector
ICC Electrical Inspector
ICC Residential Energy Inspector/Plans Examiner
ICC Mechanical Inspector
ICC Electrical Plans Examiner
ICC Master Code Professional
CC Electrical Code Official
ICC Combination Plans Examiner
ICC Residential Plans Examiner
ICC Fuel Gas Inspector
ICC Mechanical Plans Examiner
ICC Plumbing Inspector
ICC Plumbing Plans Examiner
ICC Residential Combination Inspector
ICC Residential Electrical Inspector
ICC Residential Energy Inspector/Plans Examiner
ICC/AACE Code Enforcement Officer
ICC/AACE Code Enforcement Administrator
ICC/AACE Master Code Enforcement Professional
ICC/AACE Property Maintenance and Housing Inspector
ICC/AACE Zoning Inspector
FDEP Storm Water Management Inspector (#25939)
Certified Floodplain Manager (US-12-06545)

Mr. Golberg has over 19 years of Building & Safety and contractor experience. In the past, he has supervised the daily operations of the Building, Zoning and Licensing Department as well as performed inspections and plan reviews for multiple cities in Florida. He has extensive experience performing inspections and reviewing plans for all residential, commercial and industrial buildings and structures. He also has experience with Building and Life Safety Departments, Code Enforcement and Licensing Departments. Additionally, he has conducted inspector training.

Recent Project Experience

- Building and Zoning Official for the City of Port Richey, FL
- Building Official for the Cities of Crystal River, Brooksville and Weeki Wachee, FL
- Building Official for the City of Lagrange, GA
- Chief Plumbing Inspector/Examiner for Pasco County, FL
- Plumbing/Combination Inspector/Examiner for Pasco County, FL
- Plumbing Contractor, All Plumbing Inc.

Renee Meriaux, CBO, CASP, MCP

Years of Experience

20+ Years Municipal Experience

Education

B.S.
A.S., Associates of Science, Ventura College

Professional Memberships

ICC, CALBO

Certifications

ICC Certified Building Official (#375320)
ICC Certified Building Code Official (#375320)
ICC Certified Plumbing Code Official (#375320)
ICC Certified Building Plans Examiner (#375320)
ICC Certified Combination Inspector (#375320)
ICC Certified Building Inspector (#375320)
ICC Certified Electrical Inspector (#375320)
ICC Certified Mechanical Inspector (#375320)
ICC Certified Plumbing Inspector (#375320)
ICC Certified Plumbing Plans Examiner (#375320)
ICC Certified Combo Dwelling Insp. (#375320)
ICC Certified Res. Combo. Inspector (#375320)
ICC Certified Building Plans Examiner UBC (#375320)
ICC Certified Mechanical Inspector UMC (#375320)
ICC Certified Plumbing Inspector UPC (#375320)
ICC Certified Building Inspector UBC (#375320)
ICC Certified Permit Technician (#375320)
ICC Certified Building Plans Examiner CBC (#375320)
ICC Certified Building Inspector CBC (#375320)
ICC Certified Electrical Inspector CEC (#375320)
ICC Certified Plumbing Inspector CPC (#375320)
ICC Certified Mechanical Inspector CMC (#375320)
ICC Certified Combo Dwelling Inspector California Codes (#375320)
ICC Certified Combination Inspector Legacy (#375320)
California Certified Access Specialist (CASp) (#180)
ICC Certified Accessibility Inspector/Plans Examiner (#37532

KEY QUALIFICATIONS

- Certified Building Official
- Certified Access Specialist
- Master Code Professional
- CBC, UBC, and IBC certified
- Multiple Certifications
- Hands-on Construction and Building & Safety Experience
- Current President ICC Ventura Chapter
- Thorough Knowledge of Building Codes, Regulations and Construction Industry Standards

Ms. Meriaux is a Certified Access specialist who will provide plan review and accessibility support. Ms. Meriaux brings over 20 years of municipal and over 30 years of construction experience to this project. She is an experienced and certified Building Official/Building Inspector/Plans Examiner capable of providing all the necessary administrative support. She is active with ICC and CALBO serving on several exam development committees.

Recent Project Experience

- Currently serving as Deputy Building Official as well as Inspector and Plans Examiner for the City of Camarillo, CA
- Currently also serving as Building Official for the City of Stanton
- Previously served the Cities of Hidden Hills and Mission Viejo, and the County of Los Angeles

Committees

CALBO California Inspector Exam Committee
ICC Building Code/Plans Examiner Exam Committee
ICC Disaster Response Exam Development Committee

ICC Ventura Chapter

Past President
President
Treasurer
Secretary

1. Philosophy, Methods, and Principles

The team at CAA delivers unsurpassed customer service. We have the attitude, experience, and training that reflects well on any organization that hires us. No two clients are alike and we customize our services to meet the particular needs of the constituents we serve at any one location.

Many towns share the problem that they do not have enough construction to justify a full-time staff. Others have a tough time adjusting to peak demand periods without unnecessary and inefficient staffing up. CAA is the answer. Our staff will provide prompt and professional service to the citizens of your community, and we are able to adjust our staffing based on the workload demand of the Town.

Service Above and Beyond
CAA employees believe that just doing a "good" job is not always enough for our clients. Our aim is to excel. This means that we do not function simply by the language of our contract with the Town, but that we constantly look out for the general good of the Town, local neighborhoods, and its residents.

Project Staff
CAA's organizational culture empowers our project managers to act on the client's behalf immediately, without interference from a larger organizational structure. Empowering our project managers allows us to provide clients with the individual attention that only a small organization can deliver. At the same time, we maintain the advantages of a larger organization because we have the expertise needed when a situation requires special attention.

Innovations in Service Delivery
CAA continuously strives for innovations to improve public services. Government must be more accessible to its citizens, more convenient, timelier in responses, more cost effective, and highly performance oriented. Accountability in government has never been higher than it is today. We want to be your partner in delivering exceptional public service and promoting the Town. We pledge the full resources and backing of our firm to assure that the Town delivers outstanding public service at the highest quality, while also achieving cost effectiveness.

Examples of our interaction with customers and internal staff as well as educational programs and community outreach may include:

- ✓ Invite Town staff to a monthly lunch to foster relationships and get to know CAA staff in a relaxed atmosphere.
- ✓ Participate in Town functions such as Public Works Day where we set up a booth and provide information to citizens.
- ✓ Provide in-house training for certification that other Town staff members can attend.
- ✓ Set up a booth at Home Depot to make it easier for citizens to get simple permits on home improvement projects.

Technology
CAA believes that embracing new technologies improves efficiency, provides a more comprehensive level of customer service, and is the key for success both now and in the

future. Investing in new technology generates excitement, fosters growth and ideas, enhances communication and ultimately lowers the cost of service delivery.

Staff Training
Maintaining high quality services is what has made CAA as successful as we are today. CAA becoming an ICC Preferred Provider underscores our commitment to outstanding quality. We understand that having experienced and qualified personnel is a fundamental requirement of being able to delivery quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

Integration Plan
CAA prides itself on being a "team player" in each municipal service engagement. We train our staff to recognize that citizens of the community, Town staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand.

CAA assures you that our team members will learn and keep up to date on Town policies and procedures as we commence the engagement. CAA staff will strictly adhere to your policies and procedures regarding confidentiality, public release of information, and communications with media. CAA values each client and our staff conducts themselves in a manner not to bring attention to CAA but rather to always put the Town in favorable public light.

2. Expectations

1. At CAA, we believe the role of a Chief Building Official is to provide innovative ideas and a vision to help shape the development operation of the future. This includes promoting best practices in the development, management, and administration of performance improvements; performing supervisory and administrative duties in planning and coordinating the operation of the building inspections division, which includes complex technical duties in enforcing construction codes to ensure public safety and health; and directing the activities of the Building Services Division, including coordination of field and office work in the enforcement of construction regulations. Responsibilities include reviewing building plans, site plans, construction documents, inspection reports, and development proposals for compliance with applicable codes and ordinances. Supervision is exercised over inspectors, permit issuance, and plan review staff. Supervises Building Inspectors, Plans Examiner and Building Permit Specialist; trains, evaluates and disciplines employees; assigns, monitors and coordinates work. A successful CBO is able to enforce regulations with firmness, tact and impartiality in field inspection work and communicates effectively verbally and in writing.

2. The assigned CBO establishes and maintains effective working relationships with employees, other Town departments, contractors, builders and the general public through coordinating activities with other divisions, town departments, outside agencies and organizations; maintaining open lines of communication at all times; participating in meetings; assisting with training, community events, and business and public outreach.

3. Building Services are typically an integral part of Planning and Development, requiring close coordination and collaboration. Effective coordination enhances the quality of services and benefits the Town and constituents as well as the service provider through more efficient use of resources and improved working relationships.

3. Company Values

Our mission statement and operating philosophy are based on providing the highest quality service to our municipal clients. We do this by hiring, training, and retaining providing experienced, highly qualified staff with proven capabilities in working with the public sector, and by expanding our client base selectively and incrementally to ensure continuous growth while providing the highest levels of service in the industry.

Since our formation, we have held the philosophy that "CAA is only as strong as our weakest employee." Therefore, in order for CAA to continue to enjoy a large degree of success, it is important to everyone in the firm that the weakest employee is made as strong as possible. To this end, procedures are implemented to ensure that everyone is cross-checked in the work they are performing. This ensures that enforcement of the codes is being applied as uniformly as possible, and that as a group we are working as intelligently as possible.

Should problems arise during the plan review stage of a project, our staff has proven conflict resolution skills through management and hands-on experience with design and construction. Our staff is accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve any issues quickly and efficiently.

4. Performance Standards

The following performance standards can be incorporated into the contract with the Town:

Area	Performance Measurement	Goal & Description of How to Achieve Each Measurement
Overall Department	Customer Service Ratings	Goal: Gather responses from 25 percent of all reporting parties. Description: Use technology to prepare customer service surveys using e-mail addresses and online surveying service.
Overall Department	Percentage of complaints resolved at Consultant(s) level	Goal: 98 percent of all complaints resolved at the Consultant level.
Administrative Support - building services	Percentage of walk-ins experiencing counter wait times of less than 15 minutes	Goal: 95 percent of walk-ins experiencing counter wait times of less than 15 min. Description: Measure the time frame through a sign in system to monitor time.
Administrative Support - code enforcement services	Percentage of phone inquiries/complaints handled within 24 hours	Goal: 100 percent of all complaints, received by code staff, via phone, walk- in, e-mail, fax Description: Measure the time frame between compliant inquiry/receipt and follow-up complaint call to reporting party
Plan Review	Residential plan reviews first comments within 5 business	Goal: 100 percent - All residential plan reviews will be

	days	completed within 5 days.
Plan Review	Commercial plan reviews first comments within 10 business days	Goal: 100 percent - All commercial plan reviews will be completed within 10 days.
Building Inspections	Inspections performed on next business day (within 24 hours)	Goal: 100 percent - All building inspections will be performed on next business day (within 24 hours).

EXHIBIT B
CONSULTANT HOURLY RATE SCHEDULE
(FOR AUTHORIZED ADDITIONAL WORK)

CLASSIFICATION	HOURLY RATES	CLASSIFICATION	HOURLY RATES
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	165.00	Building Official	122.00
Project Supervisor	145.00	Senior Building Inspector	110.00
Project Manager	135.00	Building Plan Checker	97.00
Project Engineer	132.00	Building Inspector/Plan Checker	90.00
Sr. Registered Engineer	133.00	Code Enforcement Officer	75.00
Senior Design Engineer	115.00	Permit Specialist	66.00
Associate Engineer	110.00		
Assistant/Design Engineer	98.00	Community Development Director	145.00
		Principal Planner	132.00
Senior Traffic Engineer/Manager	150.00	Senior Planner	107.00
Transportation Planner	110.00	Associate Planner	97.00
Traffic Engineer Associate	95.00	Planning Technician	68.00
Sr. Draftsperson (CADD)	90.00	Landscape Director	116.00
Draftsperson (CADD)	80.00	Associate Landscape Architect	95.00
Computer Technician	80.00	City Forester	88.00
Senior Environmental Consultant	145.00	Expert Witness Services	200.00
Environmental Engineer/Scientist II	115.00	Senior Contract Administrator	107.00
Environmental Engineer/Scientist I	92.00	Administrative Assistant	57.00
Associate Environmental Engineer	87.00	Word Processor	50.00
		Clerical	45.00
Senior Public Works Inspector	95.00		
Public Works Inspector	87.00		
3-Person Survey Crew	270.00		
2-Person Survey Crew	210.00		

EXHIBIT C
COMPENSATION FOR BUILDING SERVICES

Charles Abbott Associates, Inc. ("Consultant") shall receive compensation based on a percentage of fee basis. For each Building Service performed by Consultant personnel for which the Town collects a fee, Consultant shall receive seventy percent (70%) of the fee collected by the Town on "Qualifying Building Service Fees" as that term is defined in this Agreement. By January 31st, 2017, the Parties shall agree upon and attach a list of the Town's Qualifying Building Service Fees to this **Exhibit C**.

Qualifying Building Service Fees:
(to be attached)

Cover Letter for Board of Trustees

Meeting Date: November 21, 2016

Subject: A RESOLUTION (2016-101) ACCEPTING THE DRAFT OF THE LYONS PRIMARY PLANNING AREA MASTER PLAN AND DIRECTING TOWN STAFF TO SCHEDULE A PLANNING AND COMMUNITY DEVELOPMENT COMMISSION PUBLIC HEARING TO CONSIDER FORMAL ADOPTION OF THE LPPA MASTER PLAN

Presenter: Matt Manley, Flood Recovery Planner

Background Information:

With ten public meetings completed and nearing the Town's deadline for the Colorado Heritage Grant (Nov. 30), the Lyons Primary Planning Area (LPPA) Master Plan is nearing completion. The final steps of the process include a grant requirement that the Board of Trustees "accept" the plan. All billable work for the plan must be completed, invoiced and reported to DOLA prior to November 30, however (according to DOLA) the plan can be "accepted" after the grant deadline.

The draft that is being submitted to the Board of Trustees for review on November 21 can be "accepted" by approving Resolution 2016-101. However, if the BOT is not comfortable accepting the draft, revisions can be requested and a final draft can be "accepted" at a later date (most likely December 5).

Once the final draft has been accepted by the BOT, the LPPA Master Plan will go before the PCDC for a public hearing. Once the plan has been adopted by the PCDC it will then go before the BOT to be ratified by resolution. All things considered, the most efficient path towards plan adoption would be for the plan to be adopted by the PCDC on December 12, and then ratified by the BOT on December 19. This would prevent the adoption process from lingering into late January and allow us to wrap up this process as we begin to ramp up other planning processes.

Staff Recommendation: The consultants missed their deadline of November 15 for submitting their draft plan for review. The draft, which will be a late addition to your packet, is scheduled to be submitted to staff on Friday afternoon (Nov. 18). Considering the delayed delivery and an understanding that the draft will only be "85-90% complete" (according to the consultants), it is likely that the acceptance of this resolution will need to be delayed to a later date. Additionally, a PCDC workshop should be held on November 28 to allow an opportunity for the commissioners to review the draft plan.

TOWN OF LYONS, COLORADO
RESOLUTION NO. 2016- 101

A RESOLUTION ACCEPTING THE DRAFT LYONS PRIMARY PLANNING AREA MASTER PLAN AND DIRECTING TOWN STAFF TO SCHEDULE A PLANNING AND COMMUNITY DEVELOPMENT COMMISSION PUBLIC HEARING TO CONSIDER FORMAL ADOPTION OF THE LPPA MASTER PLAN

WHEREAS, the Town of Lyons previously entered into a professional services agreement ("Agreement") with Leland Consulting Group, Inc., a Colorado corporation, dba Ricker Cunningham ("Contractor"), to provide services related to the development of the Lyons Primary Planning Area Master Plan ("LPPA Master Plan"); and

WHEREAS, the LPPA Master Plan effort is being funded by grant funds secured by the Town pursuant to a Grant Agreement dated December 1, 2015 by and between the Town and the State of Colorado acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (the "Grant Agreement"); and

WHEREAS, the Grant Agreement contemplates completion of the LPPA Master Plan by November 30, 2016 and submission of a final report by the Town to the Division of Local Government by February 28, 2017; and

WHEREAS, the Contractor has completed a draft of the LPPA Master Plan and the same was presented to the Lyons Board of Trustees at the Board's November 21, 2016 regular meeting; and

WHEREAS, upon adoption of the LPPA Master Plan by the Town of Lyons Planning and Community Development Commission ("PCDC") and ratification of the LPPA Master Plan by the Board of Trustees, the LPPA Master Plan will amend the Town's 2010 Comprehensive Plan; and

WHEREAS, the Board of Trustees desires to accept the draft of the LPPA Master Plan and further desires to direct Town Staff to confirm the date of an upcoming PCDC meeting at which meeting the PCDC will conduct a public hearing regarding the adoption of the LPPA Master Plan in accordance with the requirements of C.R.S. § 31-23-206; and

WHEREAS, the Board of Trustees desires to direct the Town Clerk to provide notice of the public hearing in accordance with the requirements of C.R.S. § 31-23-208 once the date of the PCDC meeting has been confirmed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Lyons that:

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

Section 2. The Board of Trustees hereby accepts the draft of the LPPA Master Plan and directs Town Staff to confirm the date of an upcoming PCDC meeting at which meeting the PCDC will conduct a public hearing regarding the LPPA Master Plan and following the conclusion of the public hearing will consider the formal adoption of the LPPA Master Plan.

Section 3. The Board of Trustees hereby directs the Town Clerk to provide notice of the PCDC public hearing on the LPPA Master Plan once the date of the PCDC meeting has been confirmed. Said public notice shall be given in accordance with the requirements of C.R.S. § 31-23-208, including notice by publication in: (a) *The Lyons Recorder*; and (b) the official newspaper of Boulder County, Colorado.

Section 4. This Resolution shall take effect immediately upon its approval by the Board of Trustees.

ADOPTED by a vote of ___ in favor and ___ against this _____ day of November, 2016.

TOWN OF LYONS, COLORADO

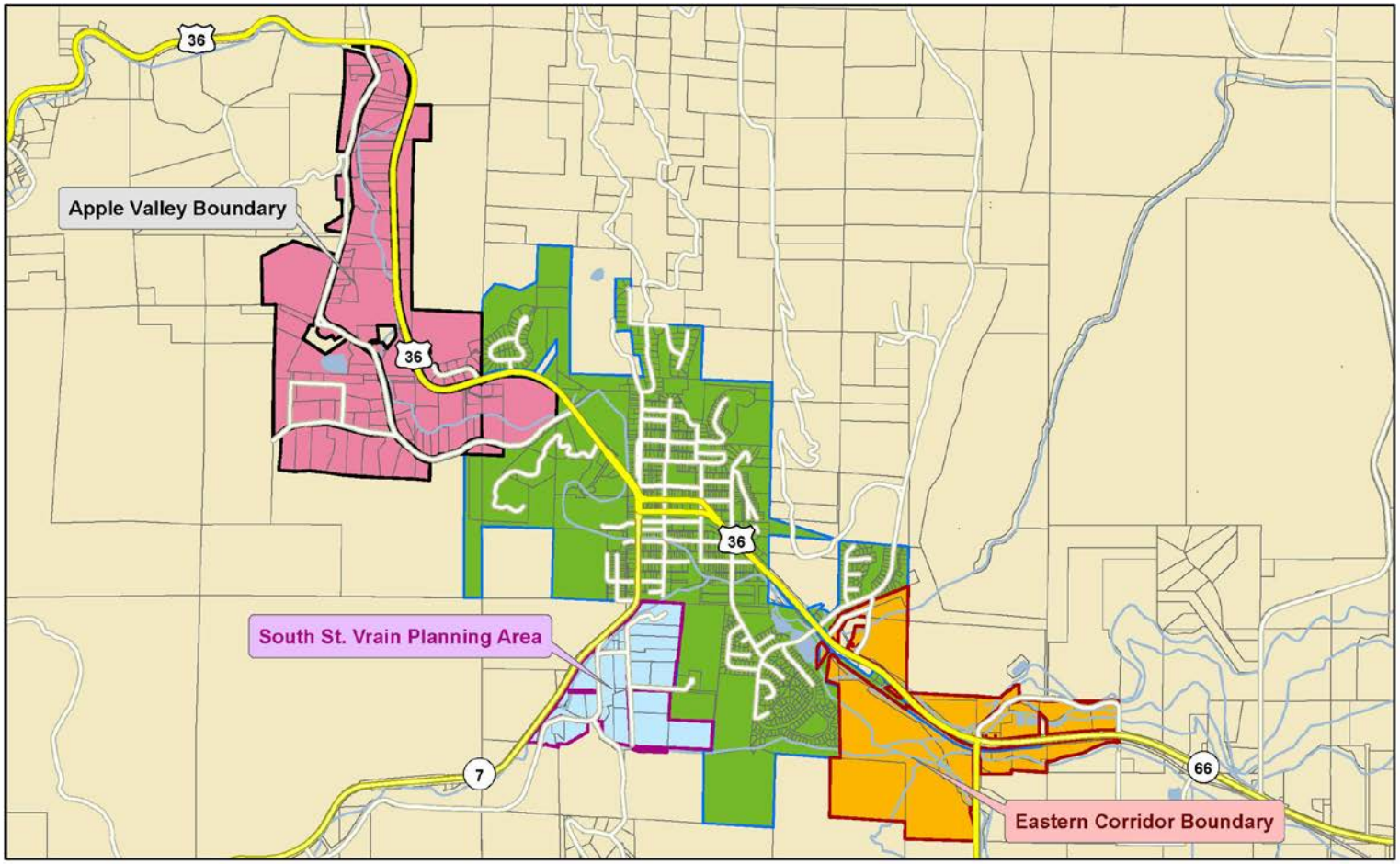
_____
Connie Sullivan, Mayor

ATTEST:

_____
Deb Anthony, MMC – Town Clerk

Lyons Primary Planning Area Master Plan

18 November 2016 – Draft Report



LYONS COLORADO

PRIMARY PLANNING AREA MASTER PLAN

Ricker|Cunningham Kimley»Horn

Project Planning Partners

Property Owners Within and Adjacent to the Primary Planning Area

Lyons Residents and Outlying Stakeholders

Town of Lyons Staff

Lyons Boards and Commissions

- Board of Trustees
- Housing Recovery Task Force
- Planning and Community Development Commission
- Sustainable Futures Commission
- Utilities and Engineering Board
- Economic Development Commission
- Parks, Recreation and Culture Board
- Others, as needed

Lyons Area Chamber of Commerce

St. Vrain Creek Coalition

Boulder County Land Use Department

City of Longmont Redevelopment & Revitalization Division

State of Colorado Department of Local Affairs

Section 1:

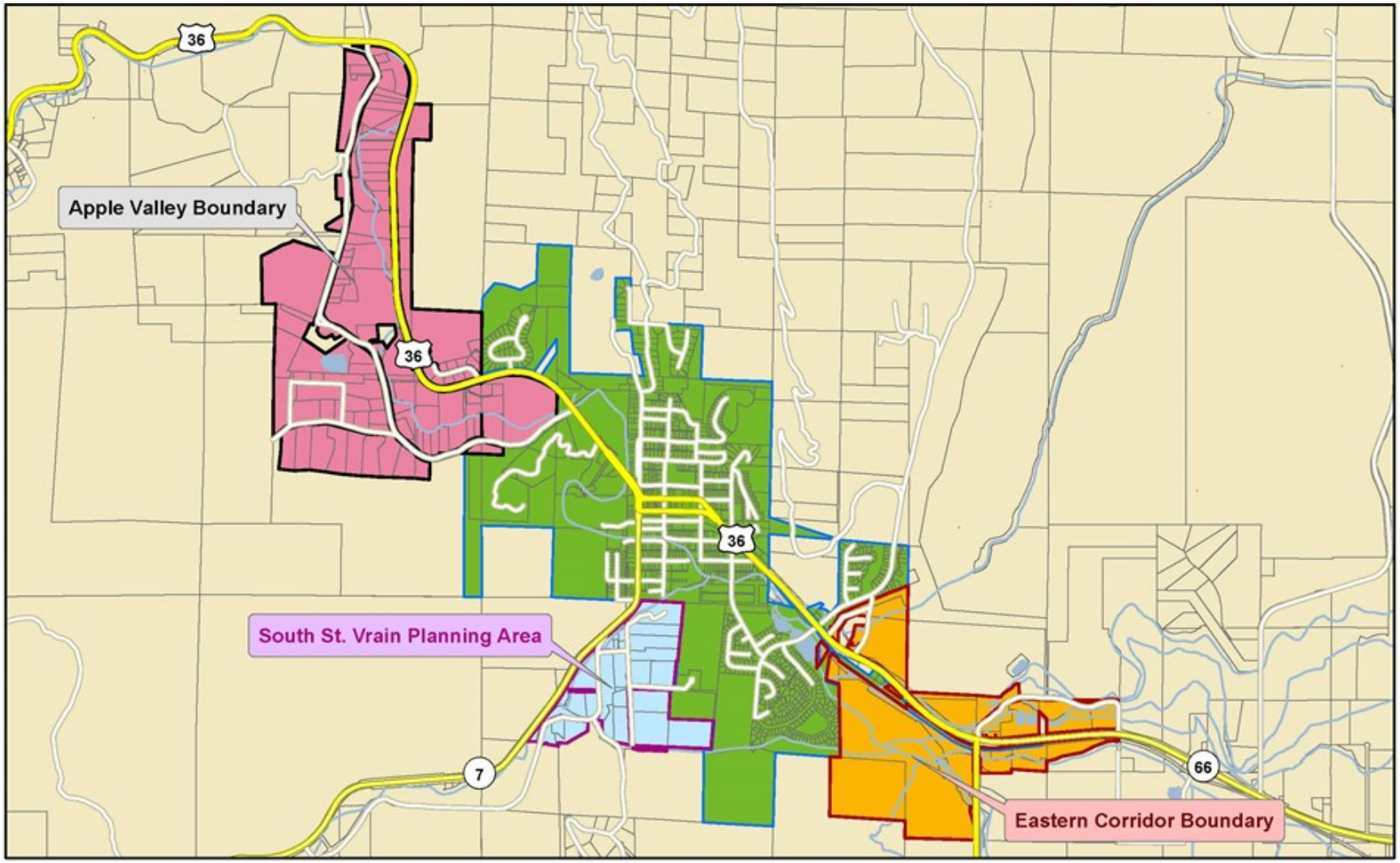
Introduction

During the first quarter of 2016, Ricker|Cunningham (RC), Real Estate Economists and Community Strategists, together with the Land and Transportation Planning Division of Kimley-Horn (collectively the "Consultant Team"), were retained by the Town of Lyons (the "Town") to assist with preparation of the 2016 Lyons Primary Planning Area Master Plan (the "Plan" and "Master Plan"). The Lyons Primary Planning Area ("LPPA", "Lyons PPA", and "Study Area") is made up of numerous parcels located adjacent to the town boundaries in Boulder County (the "County"). The original planning area was established through an Intergovernmental Agreement ("IGA") between the Town and County in 2002, and subsequently amended, with its final boundary reflected in **Figure 1-1**. While the LPPA contains more than 800 acres, this effort specifically focused on three distinct "subareas" within the larger planning area including --the Eastern Corridor, Western Corridor (referred to herein as South St. Vrain) and Apple Valley, the boundaries of which are also reflected in **Figure 1-1**.

The LPPA may be defined as that area where the municipality (town) would consider expansion. The IGA serves as a shared agreement between two jurisdictions (Town and County) about where development is appropriate. The Master Plan will offer policy direction, and inform the prioritization of capital improvements in the Study Area.

Establishing a vision for this future growth area surrounding the town boundaries was identified as a key initiative in the Lyons Comprehensive Plan (the "Comprehensive Plan"), the community's plan adopted by the Planning and Community Development Commission (the Commission) on 22 March, 2010, and ratified by the Board of Trustees (the BOT) on 5 April 2010.

Figure 1-1: Lyons Primary Planning Area



What is a Master Plan?

A community master plan, sometimes referred to as a master plan, or land use plan, is a policy document intended to communicate the collective intentions of a community with regard to land use, amenities, capital improvements, and services. Its geographic area of focus is within its municipal boundaries, as well as parcels located outside those boundaries with the potential of being annexed in the future. Audiences for this information include appointed and elected public officials, Town staff, developers, residents, business owners, and others invested in its sound growth and development.

The preparation of comprehensive community plans is a requirement set out in the state statute in Colorado. A complementary document addressing related matters for parcels located within its extraterritorial area, or urban growth boundary, has been required since 1987. This document is referred to as a three-mile plan.

Since both plans are deemed policy documents, additional resources are required to protect and advance the expressed objectives of each one. These generally include multi-jurisdictional agreements, often referred to as intergovernmental agreements, as well as regulations and standards for development, frequently embodied in its municipal code. Presented below is a definition for Primary Planning Area Master Plans, three-mile plans and intergovernmental agreements, as presented in the Colorado State Statute (taken verbatim).

Statutory Documents

The Colorado Revised Statute (C.R.S. or the “Law”) authorizes cities and counties to prepare comprehensive plans as a long-range guiding document to achieve their vision and goals. In 1987, the state legislature amended the annexation law limiting municipal annexations to no more than three miles beyond the current territorial boundary in any given year. This restriction ultimately led to the requirement that municipalities prepare and adopt a three-mile plan prior to any annexation. A definition of these planning tools is provided below, along with an explanation of Intergovernmental Agreements (IGAs). The latter is provided due to the fact that the Town of Lyons uses an IGA with Boulder County as their planning tool for properties within their extraterritorial area (referred to herein as the “LPPA.”)

Comprehensive Plan

Cities, towns and counties are authorized to prepare Comprehensive Plans as a long-range guiding document for a community to achieve their vision and goals. The Primary Planning Area Master Plan (or master plan) provides the framework for regulatory tools like zoning, subdivision regulations, annexations, and other policies. A Comprehensive Plan promotes the community's vision, goals, objectives, and policies; establishes a process for orderly growth and development; addresses both current and long-term needs; and, provides for a balance between the natural and built environment. (see C.R.S. 30-28-106 and 31-23-206).

Three-Mile Plan

In 1987, the state legislature made changes to annexation law limiting municipal annexations to no more than three miles beyond the current municipal boundary in any given year. Further, municipalities in Colorado are required to prepare and adopt a three-mile plan prior to annexing property into their territorial boundaries per C.R.S. 31-12-105 et. seq. The three-mile plan is a long-range plan that outlines where municipalities intend to annex property and describes how they will ensure the adequate provision of services within the newly annexed territory and the remainder of the existing municipality.

Intergovernmental Agreements (IGA)

An IGA is any agreement that involves, or is made, between two or more governments in cooperation to solve problems of mutual concern. Intergovernmental agreements can be made between or among a broad range of governmental or quasi-governmental entities, such as two or more counties, two or more municipalities, a municipality and a special Subarea, and so forth. Governments use IGAs for cooperative planning, development review, resource sharing, joint planning commissions, building inspection services, and more.

<u>History of Agreements with Boulder County</u>

2002 Lyons Planning Area Comprehensive Planning Area Development Plan IGA

2005 Amendment to the Original IGA for the Lyons Planning Area (LPA)

2011 Amendment to the Original IGA for the Lyons Planning Area

2012 Lyons Planning Area Comprehensive Development Plan IGA

2012 Lyons CEMEX Area Comprehensive Development Plan IGA

2012 Town of Lyons Resolution 2012 – 22, Approving the Proposed Acquisition by Boulder County of Certain Property within the Lyons Planning Area for Open Space and / or Conservation Purposes in Accordance with Section 5.1 of the Lyons Planning Area Comprehensive

Development Plan IGA

Plan Purpose

The purpose of this effort, preparation of the 2016 Lyons Primary Planning Area ("LPPA", “Lyons PPA”, and “Study Area”) Master Plan, is to understand conditions that will influence investment, as well as to identify and illustrate the type and location of desired improvements (public and private), within its boundaries.

Preparation of this Master Plan will:

- serve to advance several goals related to land use and growth within the community and its larger planning area, identified in the 2010 Lyons Comprehensive Plan update;
- provide direction regarding an approach for replacing residential units lost or significantly damaged during the 2013 flood;
- offer strategies to grow the local economy, a key objective of the 2010 Comprehensive Plan; and
- inform future amendments to the existing IGA with Boulder County and 2010 Comprehensive Plan.
- Whereas few specifics regarding feasible and desired uses within the LPPA have been documented, before properties in the LPPA can be considered for incorporation (annexation) into the Town, appointed and elected officials need to be provided with these details in accordance with the Town of Lyons 2010 Comprehensive Plan, Lyons-Boulder County Intergovernmental Agreement ("IGA"), Lyons Recovery Action Plan, Lyons Municipal Code, and other such documents.
- The 2016 Lyons Primary Planning Area Master Plan will not replace recommendations included in the 2010 Comprehensive Plan, but rather advance and supplement them, specifically related to recommendations regarding future investment in the LPPA.

Whereas few specifics regarding feasible and desired uses within the LPPA are provided for in either the Comprehensive Plan or IGA with Boulder County, the PCDC and BOT directed that a master plan for the planning area be prepared, so that they had an understanding of preferred and priority improvements. They recognized that before properties in the LPPA could be considered for incorporation (annexation) into the Town, there needed to be a shared appreciation of conditions that will influence future investment, along with the location of desired improvements (public and private), within its boundaries.

The purpose of this Lyons Primary Planning Area master planning initiative was to establish a vision for growth and development in the Study

Area, that is acceptable to both parties to the IGA and their constituents; and, to articulate that vision and any supporting directives, at a level of detail sufficient to inform future land use and annexation requests and decisions. Its timing was largely based on growing development pressure throughout Boulder County, and the significant loss of housing units within the town boundaries following the flood of 2013. Members of the Commission and BOT recognized the need for a shared understanding of conditions that will influence future investment, and a collective vision regarding the location of desired improvements (public and private) within its boundaries, prior (if possible) to receiving development requests by private interests that may or may not be familiar with the community, its history, and aspirations.

Note that this 2016 Lyons Primary Planning Area Master Plan will not replace recommendations presented in the 2010 Comprehensive Plan, but rather advance and supplement them, specifically related to recommendations regarding future investment in the LPPA.

Compliance with State and Local Requirements

This Lyons Primary Planning Area Master Plan has been prepared in accordance with relevant sections of the Colorado Revised Statute. In addition to complying with state laws, it has been prepared in accordance with local regulations, as well. According to Town Charter of Lyons, a Home Rule Municipal Corporation, and Section 11-4. Functions of Planning and Zoning Commission of the Municipal Code, "(a) The Planning and Zoning Commission shall prepare and adopt, and may amend from time to time, the master plan for the physical development of the Town. No such master plan, or any amendment thereto, shall become effective until approved by the Town Board. (b) The Planning and Zoning Commission shall hold the initial hearings relative to proposed subdivision plats, proposed re-zonings, and such other matters as are established by ordinance, and shall make recommendations thereon to the Board. (c) Except as otherwise provided by Charter or by ordinance, the Planning and Zoning Commission shall have the powers, perform the functions, and follow the procedures, as set forth in the State statutes."

Consistency with Other Plans

Town of Lyons 2010 Comprehensive Plan

As reflected in the following excerpts (taken verbatim), advancing a vision for growth in the LPPA was identified as a key initiative in the Lyons Comprehensive Plan (the "Comprehensive Plan"), the community's master plan adopted by the Planning and Community Development Commission (the "Commission" and "PCDC") on 22 March, 2010, and ratified by the Board of Trustees (the BOT) on 5 April 2010.

Guiding principles expressed in the Comprehensive Plan which the planning process for the LPPA will advance include the following.

Chart Our Future

- Clearly articulate the Town's interests in expanding the Lyons' Planning Area (the "LPA")* by proactively engaging with private and government stakeholders to make collaborative land use decisions.
- Improve and maintain our relationships with neighboring municipal and county governments to effectively address LPA and regional issues.

∗ The LPA was the original growth area for the Town described in the first Intergovernmental Agreement between Boulder County and the Town of Lyons, adopted in 2002. The LPPA is the current growth area for the Town which includes properties in the LPA, as well as additional parcels added during subsequent amendments to the IGA.

- Balance the demands of trying to achieve environmental and economic sustainability with community character and historical preservation and the rights of property owners.

Economic Sustainability

- Provide enough revenue for Town government to provide the quantity, type and quality of services desired by residents and businesses.
- Promote a business-friendly environment that encourages commercial and job growth according to community members' vision and desires.
- Transition from a residential-development based economy to a commercial-based, localized economy.
- Reduce retail leakage and attract Front Range day-trip tourists to support the local economy.
- Provide cost-efficient management of:
  - Tax dollars and
  - Town-owned assets (equipment, real property, life systems and real estate).

Quality of Life, Social Well-Being, Sustainability

- Support the public and private provision of cultural, educational, social and healthcare services.
- Provide for transparency and clarity in Town decision-making and management of Town assets.
- Sustain Lyons' key characteristics, as defined by residents' vision and desires:
  - Small-town atmosphere,

- Support of the arts, education and historical preservation,
- Cultural diversity,
- Parks, trails and recreational opportunities and
- Holistic approach to sustaining the natural beauty and resources of Lyons and the surrounding area.

Environmental Sustainability

- Consider the net environmental costs and benefits of Town of Lyons government activities and decisions.
- Facilitate residents' and businesses' efforts to provide a net environmental benefit from their activities and operations through incentivization, recognition and education.
- Follow the general principles in the Boulder County Sustainable Communities Initiative.
- Follow the general principles in the Boulder County Sustainable Energy Plan (to which the Town of Lyons is signatory).

ECONOMIC DEVELOPMENT GOAL 1: Create an environment in which local businesses can prosper.

Economic Development Objective 1.1: Create space for local businesses.

Economic Development Strategy 1.1.1: Renegotiate the Intergovernmental Agreement (the "IGA") with Boulder County to include the expanded Lyons' Planning Area as set forth in this plan.

Past Efforts

Reports and analyses prepared prior to this assignment, many of which served as a foundation for this effort, include those listed below.

Lyons Recovery Action Plan

Lyons 2010 Comprehensive Plan

Lyons Municipal Code

Lyons Environmental Sustainability Action Plan

Lyons Area Urban Renewal Plan

Sustainable River Corridor Action Plan

St. Vrain Creek Watershed Master Plan

Lyons Drainage Master Plan

Active studies and plans include this Lyons Primary Planning Area Master Plan, along with the Sanitary Sewer System Expansion Feasibility Study. The findings from both efforts are informing the other.

Community and Stakeholder Affordable Housing Goals

The desire to expand and diversify the community's inventory of affordable and attainable housing units was expressed long before adoption of the 2010 Comprehensive Plan Update and studies completed following the flood of 2013 regarding essential elements of a comprehensive flood recovery initiative. Early versions, and subsequent amendments, of the IGA between the Town and County, highlighted the importance of collaborative efforts to advance development of affordable housing.

An effort conducted in parallel to this LPPA master planning project involved several BOT-appointed stakeholders charged with articulating establishing a framework for advancing affordable housing goals in the community. The results of that effort are summarized here in the context of a mission statement; and, proposed guidelines addressing development targets, developer incentives, and appropriate locations for new development.

Mission Statement

The Town of Lyons considers affordable housing to be an important aspect of the community, as important as trails, parks, open space, libraries, and other aspects of the community.

Guidelines

No. 1 – All new residential developments in the town will be required to build 20% of their total units as deed-restricted permanently affordable for residents who make 60% or less of Area Median Income (AMI).

No. 2 – The Town will provide incentives to developers who elect to build additional permanently affordable units beyond the required 20% for a residential development.

No. 3 – Consider tap fees.

No. 4 - The Town should explore the option of assessing a fee or a tax to support permanently affordable housing in an effort to offset reduced or waived water and sewer tap fees.
No. 5 - Affordable housing will be dispersed throughout the town and integrated into the existing community fabric.
No. 6 – The Town zoning regulations shall consider adding multiple higher density residential zones to facilitate future higher-density affordable housing.
No. 7 – The Town will consider incentivizing or requiring the use of green building techniques promoting energy and water efficiency and the use of sustainable building materials for affordable housing.
No. 8 – The Town will consider incentives for nonprofit affordable housing solutions, including projects that honor sweat equity from qualified residents benefiting from the housing subsidy.
No. 9 – The Town will require the use of a development agreement between the Town and any private or non-profit development entity.
No. 10 – The Town will conduct a Housing Needs Assessment once every 10 years or prior to initial planning for the revision of the Town's Comprehensive Plan.

Discussions among BOT members resulted in certain modifications to the guidelines presented above, raising the household income target to 80% of AMI, and lowering the inventory target to 10% of the area's housing stock. Following presentation of the housing policy document to the BOT in the summer of 2016, additional community input was solicited through an online survey made available on the Town's official website. Highlights of the survey results are described as follows.

Among those individuals that responded, 84% were residents of Lyons, 11% were non-residents, but reside within the 80540 zip code located within the Lyons Primary Planning Area, and the remaining 5% were neither residents or area residents. Concerning the importance of having an available inventory of affordable housing in the community, 41% and the majority, considered it "essential." Twenty-four percent (24%) thought it was "very important," 21% "somewhat important," 13.1% "not important," and fewer than 1% were "unsure."

Among those respondents that deemed affordable housing "essential" and "very important," did so as they considered it a solution to the following four issues (presented in order of importance):

- 64.2% maintain / increase diversity

- 63.1% provide housing for residents displaced by the flood
- 63.1% allow local employees to live in Lyons
- 60.9% provide housing for seniors

In terms of specific strategies which the Town should employ in an effort to advance key affordable housing and economic development goals, 74.6% of the survey respondents believed the Town should purchase and annex property in the Eastern Corridor, with fewer than 23% objecting to this approach.

Planning Process and Community Involvement

The content of this Lyons Primary Planning Area Master Plan reflects a combination of quantitative discovery and qualitative input. Throughout the planning process, consultants for the Town sought to engage Lyons's residents, business owners, and others with local knowledge and a special interest in the community's future. Feedback provided by engaged residents, business owners, community leaders, Town Staff, and other key stakeholders directly shaped the components of this Plan.

Planning Process

In addition to technical analyses, a variety of venues were afforded stakeholders, along with town residents and business interests, to provide input regarding an overall vision for the LPPA at-large, and specific recommendations within the three subareas. These forums included: small group and one-on-one meetings, both in-person and by phone; an interactive project page accessible via the Town's web page; and, a series of community work sessions where a framework for public improvements and an overview of potential land use concepts were profiled and evaluated. Overseeing the entire strategic planning process was an Advisory Committee of representatives from various private, public and institutional entities. With their familiarity of the LPPA and community at-large, their input and participation was considered essential for successful implementation of the Plan. In addition to discussions with stakeholders, representatives of the Project Team made presentations to various groups including the PCDC and BOT.

In an effort to allow stakeholders the opportunity to participate in all of the work sessions for all of the subareas, or just those related to a specific subarea, a schedule of meetings was established such that the planning effort focused on only one subarea at a time. The first one to be

studies was the Eastern Corridor, followed by the South St. Vrain and Apple Valley subareas. The order was dictated by annexation moratoriums that had been established so as to allow for this planning effort to provide appointed and elected officials with an understanding of conditions and desired improvements. The moratorium with the shortest deadline, May 4th, impacted properties in the Eastern Corridor Subarea. The second moratorium deadline, July 14, impacted properties in the remaining two subareas. Whereas the entire planning assignment is projected to run through the Fall, PCDC and the BOT requested that interim documents be prepared that outlined the findings and vision for the Eastern Corridor and South St. Vrain subareas. With this information, members of these groups would be in a position to begin considering any requests for annexation and their associated developed plans, relative to any input received to-date.

Outcomes resulting from this planning initiative, as stated in the Town's request for professional services, include:

- advancement of goals related to land use and growth within the community and its larger planning area, many of which are described in the 2010 Lyons Comprehensive Plan;
- direction regarding an approach for replacing residential units (many of which could be classified as affordable) lost or significantly damaged during the 2013 flood;
- strategies to grow the local economy, a key objective of the 2010 Comprehensive Plan in the context of the community's economic development goals; and
- an understanding of conditions that can inform future amendments to the existing IGA with Boulder County and 2010 Comprehensive Plan.

Note: This 2016 Lyons Primary Planning Area Master Plan will not replace recommendations presented in the 2010 Comprehensive Plan, but rather advance and supplement them, specifically related to recommendations regarding future investment in the LPPA.

Public Involvement

In addition to site and area reconnaissance, technical analyses of the real estate and investment markets, and review of regulating and policy documents, a key component of this planning effort were a series of discussions in a variety of venues designed to solicit insight and ideas from local and regional stakeholders regarding growth in the LPPA and specific Subareas.

Outlets for input included:

- small group and one-on-one meetings (in-person and by phone);
- an interactive project page accessible via the Town's web page; and,
- series of workshops wherein various public and private improvement concepts were presented and discussed.

While all property owners of record were invited to attend any or all of the meetings in the respective subareas, many chose to limit their participation to their specific geographic area of interest.

Workshops which addressed conditions and investment opportunities in the three subareas were held on the following dates in the locations identified here.

Eastern Corridor Meetings

Location: Rogers Hall

Thursday, March 17

Thursday, April 14

Thursday, April 28

South St. Vrain Corridor Meetings

Location: Lyons Fire Protection District

Tuesday, May 17

Tuesday, June 14

Tuesday, June 28

Apple Valley Meetings

Location: River Church

Tuesday, July 19

Tuesday, August 16

Thursday, September 8

"10th Meeting"

Location: Rogers Hall

Thursday, October 20

More than 50 individuals participated in one or more of these meetings with participants including:

- home and business owners
- renters
- property owner representatives
- developers and real estate professionals
- residents of the Town and Boulder County

Plan Components

As explained above, this Lyons Primary Planning Area Master Plan consists of the following components, all of which are defined here:

Planning Area …

Vision Statement

The Community Vision describes desired attributes and qualities Lyons will possess near- and long-term, as articulated by its residents, business owners, community leaders, and others with a stake in its success.

Guiding Principles

Guiding Principles are defined as representing a broad philosophy that guides an organization or entity throughout its life in all circumstances, irrespective of changes in its goals, strategies, or leadership at any level. In this application, they should be considered in instances where there is ambiguity between a specific land use or zoning request and the stated intent of a Subarea Development Concept; as well as when considering an appropriate role for the Town when partnering to advance priority projects.

Strategic Public Initiatives

Strategic Public Initiatives reinforce their respective goal and identify essential elements of the community “infrastructure” necessary for effective decision-making related to land use, capital investments and available resources.

Section 2:

Existing Conditions

Planning for the development of communities and markets within them requires an understanding of key conditions, both visible and non-visible, all of which can influence development decisions. The discussion which follows provides an overview of those conditions that individually, and collectively, offer an indication of how "ready" the LPPA is for new investment and reinvestment.

Physical Conditions

Physical conditions, both natural and man-made, can influence not only the type of land uses that develop within a certain geography, but also their format -- horizontal or vertical, above grade or below. Taken independent of regulations, they can impact the: location and configuration of buildings; capacity of affected parcels to accommodate development and redevelopment; and, land use pattern of an entire geography.

The following sections summarize physical conditions and parcel characteristics in each of the three subareas. Maps depicting these conditions and characteristics are included in the Appendix.

Eastern Corridor Subarea

Among the 191 properties and more than 800 acres that comprise the LPPA, 45 properties totaling 270 acres, are located in the Eastern Corridor Subarea. Similar to significant portions of the larger Study Area, the Subarea maintains a significant number of improved residential properties, most of which are rural in character. Unlike the balance of the Study Area and other Subareas, the Eastern Corridor is also host to a sizable percent of the community's non-residential uses, both commercial and industrial. While all three subareas are served by region-serving roadways, conditions that favor commercial development including direct access, visibility, site configuration, and traffic activity, are limited to the Eastern Corridor.

Anchored at its eastern edge by the intersection of US 36 and SH 66, given its proximity to US 36, the region's northeastern connection to Denver through Boulder, and southwest connection to the mountain community of Estes Park and Rocky Mountain National Park; the Subarea serves as both a town and regional gateway. US 66 which bisects the Subarea and eventually transitions into East Main Street, offers a rare opportunity for private investment catering to day- and nighttime consumers, both residents and visitors. As the town's primary transportation

corridor, it provides potential for employers desiring a strategic location equally distant from the central Front Range communities of Boulder and Longmont. Opportunities to enhance the area's aesthetic appeal are afforded by its proximity to the Saint Vrain Creek which extends west for approximately 1.2 miles to Highland Drive, established tree stands which line the CO 66 corridor, and visible rock formations.

The existing pattern and character of development within the Eastern Corridor is largely comprised of a mix of destination meeting and event venues, new and aging stand-alone and strip retail centers, restaurants, and highway-serving operations including a gas station. Other improvements include an abandoned water treatment facility surrounded by low-density single family housing units, a commercial nursery, and sales facilities associated with a nearby quarry.

Existing Conditions

A variety of conditions exist in the Subarea that individually and collectively impact the type, location, quality and character of development within its boundaries. These conditions or influences generally fall into one or more of the following categories: market, financial, physical, regulatory, and political. While all of them are described in greater detail in the full Plan, those that present the most-costly obstacles to investment are discussed as follows.

Many of the Subarea's natural features including: Saint Vrain Creek and associated floodplain, wetlands, wildlife habitats, and geological features, while enhancing the area's aesthetic appeal, also have a limiting impact on development, and in certain instances, pose a hazard to non-vehicular movement. Man-made elements including: an historic archaeological site, public infrastructure and utility facilities, irrigation laterals, and roadways, also serve as both amenities and obstacles depending on their location, capacity, and condition. The Eastern Corridor is located below the Town's wastewater treatment facility, while its eastern most lift station is located nearly a quarter mile east of Stone Canyon Drive near US 36. Additional development in the Subarea will require the extension of sewer lines and a lift station. Similar to these, the characteristics of individual parcels in the Subarea, including their size, configuration and ownership structure; impact the area's ability to support desired land uses and development projects.

Regulatory impacts on development throughout the larger LPPA and individual Subareas, are currently prescribed by County codes for all properties located outside of the Lyons municipal boundaries; and, Town agreements with individual property owners on select properties within the various subareas, many dating back multiple decades. Upon annexation to the town, development will be informed by its municipal code and all adopted design and development guidelines that may be in effect. The IGA between Boulder County and the Town of Lyons describes locations where development may and may not occur, some of which are impacted by conservation easements that run with certain

properties, and others designated as Lyons Interest Area / Rural Preservation Areas (LIA / RPA). Within the Eastern Corridor, the IGA designates approximately 65 acres, or 24% of the subarea, as part of a "no-build zone," and thereby precluding any development within these parcels. While a portion of the "no-build zone" is impacted by steep slopes or its adjacency to archeologically-significant sites, several acres are located adjacent to the highway corridor, presenting some potential for development of non-residential uses.

In addition to restricting the location of future development, the IGA also describes land use and density limitations within select properties or portions of properties. In addition to the IGA, certain Town policies limit the Study Area's total developable acreage. Other practices and rules induce a level of uncertainty that effectively translates into a heightened level of risk and diminished threshold of feasibility for most annexation efforts. Additional Town-imposed rules restrict the productive reuse of publicly-acquired properties.

Among all of the conditions present within the Subarea, the ones with the greatest influence on development are those that effectively limit the area's developable acres and development sites including: the location of physical accommodations for drainage (irrigation laterals), absence of adequate infrastructure to serve new and more intense uses (water and sewer); and, specific terms expressed in the IGA between the Town and County, particularly related to restrictions on access to and within certain parcels; and, Town agreements and rules. The net effect of these and other factors reduce the Subarea's approximate 275 gross acres to fewer than 56 unencumbered acres, or approximately 20% of the entire area.

South St. Vrain Corridor Subarea

Among the 191 properties and more than 800 acres that comprise the LPPA, 30 properties totaling approximately 117 acres, are located in the South St. Vrain Corridor Subarea. Similar to significant portions of the larger Study Area, improvements in the Subarea are almost entirely comprised of low-density residential units, most of which could be classified as either rural and / or agricultural in character. Despite the presence of CO 7, a region-serving roadway, opportunities for future non-residential development are expected to be limited for the foreseeable future to temporary structures (e.g., produce stands and farmers' market). Constraints that preclude formal commercial operations include insufficient traffic counts (vehicular and non-vehicular), formal points of access (lack of curbs and gutters or driveways), irregular parcel configurations, and the presence of a floodplain.

As cited above, the existing pattern and character of development in the South St. Vrain Subarea is nearly entirely low-density residential, served by unimproved roadways (suboptimal by municipal standards which require curbs, gutters, sidewalks and adequate lighting). Other improvements are primarily public facilities and accommodations associated with the presence of South St. Vrain Creek.

Existing Conditions

A variety of conditions exist in the Subarea that individually and collectively impact the type, location, quality and character of development within its boundaries. These conditions, or influences, generally fall into one or more of the following categories: market, financial, physical, regulatory, and political. While all of them are described in greater detail in the full Plan, those that present the most-costly obstacles to investment are discussed as follows.

While providing a heightened level of aesthetics, the Subarea's adjacency to the South St. Vrain Creek and Boulder County open space serve as limiting conditions to development. For instance, the presence of a critical wildlife habitat, floodplain and wetlands, collectively reduce the area's development acreage from approximately 117, to 56 acres. Man-made elements such as irrigation laterals, while also present, pose less of an obstacle, while the lack of adequate (municipal-level) water and sewer service, a condition shared by all of the subareas, has kept levels of investment modest.

In addition to physical conditions, regulations impact development throughout the larger LPPA and within individual subareas, all of which are prescribed by County codes for properties located outside the Lyons municipal boundaries. The IGA between Boulder County and Town of Lyons, while only an agreement, identifies parcels within which development may and may not occur, some of which are impacted by conservation easements, and others designated as Lyons Interest Area / Rural Preservation Areas (LIA / RPA). Within the South St. Vrain Corridor, approximately 25 acres, or nearly 20% of the Subarea acreage is controlled by a conservation easement, a portion of which is further limited by unilateral agreements between the Town and select property owners, and an additional acre designated Boulder County open space. A Town rule that could effectively limit the long-term potential for development in the Subarea is related to the reuse of publicly-acquired land, specifically park space.

In combination, conditions present within the Subarea, including the presence of: floodplains and flood ways, a wildlife migration corridor, County-owned open space, conservation easements, and other Town-imposed agreements and rules, decrease the Subarea's 117 gross acres to almost 37 acres, resulting in a reduction of more than 60%.

Apple Valley Subarea

The Apple Valley subarea includes 127 properties on 498 acres. The subarea includes a range of parcel sizes, with the largest parcels approximately 30 acres in size and the smallest developed parcel is approximately .6 acres in size. The area is located northwest of the Town of Lyons. The study area retains a distinctively rural feel because, like the South St Vrain Study area, the North St. Vrain Creek separates the Apple Valley from US36 and the Town of Lyons. The area is heavily influenced by both the floodplain of the North St Vrain Creek and the steep slopes which frame the valley.

Existing Conditions

Environmental constraints of the valley tend to isolate and separate the study area from the Town of Lyons, impacting its development potential. Specifically, the constraints include the subarea's: publicly owned properties; topography and steep slopes; the North St. Vrain floodplain; and wildfire risks. Additionally, the subarea's limited access, visibility, and connectivity to public infrastructure limit both commercial and residential opportunities.

The subarea is surrounded by publicly owned properties. Internal to the study area, Boulder County is acquiring properties impacted by the 2013 flood, limiting the development opportunities in the study area. Properties purchased through the County's flood buy-out program will be required to remove built structures and retain public ownership. While the buy-out of these properties have not been finalized, from a planning perspective, they generally follow the 100-year floodplain of the North St. Vrain Creek. The combination of limited access and the 100-floodplain practically eliminate all viable commercial and higher density residential development opportunities in the subarea. The 100-year floodway and floodplain separate developable land in the study area from US36, constraining nearly 22% of the total land area eligible for annexation. The identified wetlands and sensitive wildlife habitats share the general shape of the existing 100-year floodplain. Land owners wishing to build in the floodplain would be required to obtain a floodplain development permit. Floodplain regulations would allow development if the landowner can demonstrate the proposed development would be built 2-feet above the 100-flood elevation. Development within the floodway is prohibited by Town regulations. Based on this information, best practices suggest not allowing development within the floodplain in the Apple Valley subrea above what is currently allowed in the County rural residential regulations.

Most the subarea is in what is termed a "high" risk wildfire area. Smaller portions of the subarea having steeper slopes are in the "severe" wildfire risk category. It is important to note the "severe" fire risk areas of the subarea are generally located in, or near the North St. Vrain's 100-year floodplain. Unlike the 100-year floodplain, there are no local, state, or federal constraints associated with wildfire risk. However, as annexation requests from the Apple Valley are processed, best practices suggest no additional densities beyond what is allowed under county regulations be allowed in areas identified as having a "sever" fire risk. Allowed land uses in the Apple Valley should follow fire management best design practices of clustering homes and reducing fuels to minimize risks. Compounding the wildfire risk challenges within the subarea, the

Apple Valley is constrained by its topography and surrounding slopes. 246 acres (49%) of the Apple Valley subarea has slopes exceeding 20%. Wildfire risks and the difficulties of construction on steep slopes limit the development potential of nearly half of the Apple Valley.

The Apple Valley's limited access and visibility to US36 constrain all viable commercial and higher density residential development opportunities in the study area. Further, the rural design, the slower speed geometrics, and limited facilities for bicyclists and pedestrians on Apple Valley Road suggest safety improvements are needed to accommodate existing and future traffic anticipated with any additional development in the Apple Valley. Traffic calming measures and a parallel walkway/trail are needed along Apple Valley Road to improve safety for all modes of travel and retain the rural qualities of the Apple Valley.

The Apple Valley subarea has limited access to municipal infrastructure. The Apple Valley can be gravity fed to the City's wastewater treatment facility. Municipal infrastructure could follow the North St. Vrain Creek or Apple Valley. The costs of these extensions have been estimated at approximately $1 million and are not considered cost-prohibitive.

The Apple Valley Study Area appears to have approximately 80 acres of its nearly 500-acre study, or only 16% available for development densities above the existing County densities.

In summary, four key issues and opportunities frame the Apple Valley LPPA:

1. The Apple Valley subarea is physically the most separated within the LPPA.
2. Most parcels within the Apple Valley subarea are located within either a High or Severe Area of Concern from Wildfires.
3. Floodplain and wetlands separate development opportunities from US Highway 36.
4. Apple Valley Road's rural street design limits development potential of the subarea.

Parcel Characteristics

Property Ownership

The LPPA consists of 191 parcels, comprising approximately 800 acres. Most notable about the Area's owners is the number (or percent) with a local presence. Specifically, approximately 85 percent of LPPA properties are owned by an individual or interest with either a Lyons, Longmont, Boulder, or Denver address. Comparatively, 10 percent of the properties are owned by an entity from "Other Colorado Cities" and only 5 percent by an "Out-of-State" interest. In any development or redevelopment effort, it is important to understand whether owners are present or "absent," as this can be a measure of commitment, or interest in affecting change.

Property Utilization

Property utilization in this context is measured by quantifying the ratio between improvement and total value, as this may indicate that land values are supporting appropriate levels of investment, and that existing development patterns among improvement properties are relatively efficient. For the most part, there is a comparatively low level of under-utilization within each of the three subareas, meaning, that there are a moderate number of parcels that are either vacant, have only improved a portion of their property, or have an improvement value disproportionately small compared to the land value. It may also suggest that the reason some parcels are undeveloped, is due to the cost-prohibitive impact of developing sites with limited utility.

While vacant properties may seem like obvious investment targets, less obvious are parcels with a land value that can support a higher and better use, or in other words, those with a disproportionately high land to improvement value, whereas they too can be "ripe" for investment. A critical component of any redevelopment effort is to understand the entire inventory of sites with development and redevelopment potential, making this type of analysis essential whereas viable parcels cannot be identified through physical observation alone.

As noted, maps depicting these parcel characteristics are included in the Appendix.

Limiting Factors within All Three Subareas

1. Existing IGA / physical conditions limit how much development can be accommodated and where within all three subareas
2. Physical conditions limiting total developable area include – easements, limited access, lack of water and sewer, irrigation laterals (ditches), floodways and floodplains, parcel sizes and configurations
3. Average size of parcels and developable area within parcels will limit the potential for unified development programs in the LPPA (assemblages will be essential)
4. Available parcels for commercial retail development are limited to those within the Eastern Corridor
5. Market support for retail store types is limited over the near- and mid-term and primarily limited to destination and entertainment segments
6. There are market supported opportunities for a range of affordable housing products, however financial infeasibility to develop with private money

Section 3:

Market Overview

Introduction

Long-term community planning requires an understanding of the physical limitations of the area, as well as its market. The market analysis summarized herein focused on identifying opportunities for market-supported land uses within the Town of Lyons (the Town) and, more specifically, within the Lyons PPA. The purpose of the market analysis in the context of a planning effort such as this is fourfold:

- Provide a "reality check" for the conceptual planning effort;
- Ensure that recommendations are grounded in market and economic reality;
- Set the stage for implementation; and
- Provide an accurate and independent "story" to tell potential development and investor audiences.

The analysis showed that there are market opportunities for the Town to capitalize on and, that with strategic public and private reinvestment and supportive policies, it could be successfully positioned to "capture" select niche and destination land uses.

Trade Area

A Trade Area is intended to represent that area from which uses will capture a share of market demand. Factors that influence the shape of a trade area include: physical and psychological barriers; presence of activity generators; travel patterns and thoroughfares; competition; neighborhood and employment concentrations; and others. Based on these factors, the trade area was determined to be all of Boulder County.

Economic and Demographic Characteristics

Economic and demographic characteristics in the market are indicators of overall trends and economic health which may affect private and public sector development. The following summarizes economic and demographic trends which will affect development demand in Lyons over the near- and long-term. Since Lyons will compete with a larger geographic area, demographics are also shown for Boulder County (see **Table 3-1**).

- The Town of Lyons compares favorably to Boulder County in population and household growth.
- The Town has a lower share of non-family and renter-occupied households and a slightly older population.
- The Town compares favorably to the County in terms of income and education level, but shows less ethnicity.

Table 3-1
Lyons Trade Area Demographic Summary

2015 Indicator (unless otherwise noted)	Town of Lyons	Boulder County
2010 Population	2,033	294,567
2015 Population	2,168	309,226
2015 Households	925	125,583
Annual Household Growth Rate (Projected through 2025)	1.8%	2.0%
Average Household Size	2.4	2.39
Percent Non-Family Households	35%	42%
Percent One- and Two-Person Households	63%	62%
Percent Renters	28%	37%
Percent Age 65+	8%	10%
Percent Age 0-17	24%	22%
Median Age	40.4	35.8
Percent With Bachelors Degree	56%	58%
Median Household Income	$74,375	$67,403
Percent With Income Below $25,000	14%	9%
Percent With Income Over $100,000	39%	46%
Percent Hispanic	6%	12%
Percent Black/African-American	1%	1%
Percent Asian American	1%	4%

Source: U.S. Census; DRCOG; ESRI, Inc.; and Ricker|Cunningham.

Lifestyle Segments

Psychographics is a term used to describe the characteristics of people and neighborhoods which, instead of being purely demographic, speak more to attitudes, interests, opinions and lifestyles. Tapestry (ESRI, Inc.) is a leading system for characterizing neighborhoods into one of 67 distinct market segments. Commercial retail developers are interested in understanding a community's psychographic profile, as this is an indication of its resident's propensity to spend across select retail categories. Residential developers are also interested in understanding this profile as it tends to suggest preferences for certain housing product types. Boulder County, and the Town of Lyons in particular, are dominated by upper class psychographic segments, indicating high incomes and high disposable retail spending (see **Table 3-2**).

Table 3-2
Lyons Trade Area Psychographic Summary

Tapestry Segment	2015 Households	% of Total Households	U.S. Index=100*
Urban Chic	**22,671**	**18.1%**	**1,369**
Emerald City	9,120	7.3%	515
Dorms to Diplomas	8,583	6.8%	1,342
Professional Pride	7,738	6.2%	386
Enterprising Professionals	6,415	5.1%	369
Metro Renters	6,063	4.8%	324
In Style	5,984	4.8%	212
Boomburbs	5,936	4.7%	313
Savvy Suburbanites	4,815	3.8%	129
Old and Newcomers	4,673	3.7%	160
Total Above Segments	**81,998**	**65.3%**	**--**
Total Trade Area	**125,583**	**100.0%**	**--**

* Indicates concentration of this segment relative to U.S. average. A segment index of 200 would mean that this group contains 2 times the concentration of households compared to the average U.S. neighborhood.

Source: ESRI and Ricker|Cunningham.

Tapestry data can be organized into Urbanization Groups. Urbanization Groups indicate the type of living environment that different people are drawn to, based on geographic and physical features such as population density, size of city, location in or outside a metropolitan area, and whether it is part of the economic and social center of a metropolitan area.

As shown, over 52% of Boulder County households fall into the Suburban Periphery Urbanization Group. Still, approximately 13% of total households prefer more urban living environments (see **Table 3-3**).

Table 3-3
Lyons Trade Area Psychographic Summary – Urbanization Groups

Urbanization Group	2015 Households	% of Total Households	U.S. Index=100*
Suburban Periphery	**65,822**	**52.4%**	**168**
Metro Cities	39,392	31.4%	181
Principal Urban Center	8,286	6.6%	83
Urban Periphery	7,561	6.0%	36
Semirural	2,772	2.2%	29
Total Above Groups	**123,833**	**98.6%**	**--**
Total Trade Area	**125,583**	**100.0%**	**--**

* Indicates concentration of this segment relative to U.S. average. A segment index of 200 would mean that this group contains 2 times the concentration of households compared to the average U.S. neighborhood.

Source: ESRI and Ricker|Cunningham.

Industry Trends

The Urban Land Institute (ULI), the lead membership organization representing real estate professionals nationally and internationally, issues an annual report based on input from its member developers, lenders and investors regarding prospects and product changes in the coming year. The following trends will have impacts on new development and redevelopment, not only nationwide, but in and near the Lyons Trade Area specifically.

Employment Space

- Warehousing continues to stand out as a strong prospect in both investment and development, reflecting the expanding influence of e-commerce distribution networks, e.g., fulfillment centers.
- Industrial space is being designed and located where it can meet the needs of online retailers with ever faster delivery times, increasingly in flex-office space.
- Investment and development prospects for research and development (R&D) are expected to improve, fueled by growth in the medical and technology industries.
- Telecom and computer innovations have made going to an office superfluous for many workers.

Retail

- Retail demand will continue to be driven by the needs and desires of Generation Y (the Millennials) and the Baby Boomers. Retail product types and locations will have to respond to the lifestyle characteristics of these two consumer groups.
- "Main Street" retail will continue to outperform other retail products, as it fits with the migration of population into urban environments. However, it will be easier in markets with high volumes of traffic, population density, local employment generators, educational campuses, government offices and institutional operators such as hospitals.
- Retail's healthiest products today, and for the foreseeable future, will be at either end of the "barbell," value retailing and the luxury segment, mirroring national and regional trends in income disparity.
- Smaller shopping centers are considered a "good" investment prospect, as long as they appropriately target each neighborhood's different mix of tenants and formats.
- Smaller shopping centers are benefitting from the push toward "organic food products," and stores that sell them, which often range in size from 20,000 to 25,000 square feet. Along these same lines, restaurants and food outlets are emerging at an unprecedented pace.
- There is a growing comfort among consumers with the emergence of professional offices in traditional retail centers, hosting massage therapists, dentists, yoga studios, fitness centers, and a range of medical doctors including plastic surgeons. Instead of thinking of these providers as strictly service providers, they are now considered a form of entertainment that reflects lifestyle preferences.

Residential

- Urbanity in the suburbs (not just walkable new urbanist designs, but programming of space to encourage active lifestyles) will continue to be in demand as many consumers continue to be priced out of inner-Town locations.

- Shared amenities including parks, trails and open space will continue to be seen as an increasingly palatable alternative to large yards.
- Smaller household sizes, former homeowners (who lost homes), the high mobility rate among younger generations and an expanding population base will continue to drive demand for market-rate rental housing units, both attached and detached.
- Garden-style apartment development prospects will begin to decline with supply peaking this year and next as units that are incomplete but in the system are delivered to the market.
- The demand for senior housing will see sustained growth as the population ages.
- Student housing will attract a larger development and investment audience given the fact that fewer institutions are building it themselves.

Green Development

- Sustainable building concepts will become standard in next-generation projects and existing buildings will increase efficiencies and retrofit new systems in order to compete.
- "Green" is considered a right of entry into the market since many corporations and governments have established policies and regulations making it mandatory.
- Greener speculative buildings and proximity to transport options will continue to command higher rents.

Market Demand

In order to identify potential market opportunities given Lyons's competitive position and prevailing market conditions, market demand estimates were prepared for residential, retail, and employment (office/industrial) land uses over the next 20 years. While the overall buildout of the Lyons community will likely occur over a longer term period, these demand estimates present potential opportunities in the next real estate cycle or two.

Residential Demand

Demand for Lyons Trade Area residential units is a function of newly formed households, whether they arise through natural increase or net in-migration. As shown, the Trade Area is expected to experience demand for approximately 32,200 new housing units by 2036. Based on an expected rental housing share of approximately 36%, this would translate into demand for 11,700 new rental units and 20,500 new ownership units (see **Table 3-4**).

Table 3-4
Trade Area Residential Demand: Total

Residential Demand Analysis			Households	2016	130,500		
Town of Lyons Trade Area				2026	145,587	Annual Growth Rate	1.1%
20-yr Demand Estimates				2036	162,418		
			Household Growth (2016-36)		31,918	Adjust for 2nd homes, demolition, vacancy	1.0%
			Adjusted Unit Requirement		**32,237**	% Rental	36%
					Trade Area Demand from New Households (20-yr)		
Household Income Range (2016 dollars)	**Approximate Rent Range**	**Supportable Home Price Range**	**Current Households in Income Bracket**	**New Households by Income Bracket**	**Total Units**	**Estimated % Rental**	**Total Rental Units**	**Total Ownership Units**
up to $15K	up to $375	up to $75K	10%	8%	**2,579**	95%	2,450	129
$15-25K	$375 - $625	$75 to $100K	8%	6%	**1,934**	95%	1,838	97
$25-35K	$625 - $875	$100 to $150K	8%	6%	**1,934**	85%	1,644	290
$35-50K	$875 - $1,000	$150 to $200K	11%	9%	**2,901**	75%	2,176	725
$50-75K	$1,000+	$200 to $250K	15%	13%	**4,191**	45%	1,886	2,305
$75-100K	$1,000+	$250 to $350K	12%	15%	**4,836**	15%	725	4,110
$100-150K	$1,000+	$350 to $500K	18%	21%	**6,770**	10%	677	6,093
$150K and up	$1,000+	$500K and up	18%	22%	**7,092**	5%	355	6,738
Totals			**100%**	**100%**	**32,237**	**36%**	**11,750**	**20,487**

Source: DRCOG; U.S. Census; ESRI, Inc.; and Ricker|Cunningham.

Ownership Demand

Of the 20,400 total units of for-sale housing demand by households earning over $15,000 over the next 20 years, approximately 75% or 15,300 units, could be detached units and the other 25%, or 5,100 units, could be attached products (e.g., condominium, townhome, rowhouse, loft, etc.). **Tables 3-5 and 3-6** summarize these demand figures.

Table 3-5
Trade Area Residential Demand: Single Family Detached

Annual Household Income Range	Approximate Home Price Range	Trade Area For-Sale Demand (Incomes $15K+)	Estimated % Single Family Detached	Single Family Detached Demand
$15-25K	$75 to $100K	97	75%	73
$25-35K	$100 to $150K	290	75%	218
$35-50K	$150 to $200K	725	75%	544
$50-75K	$200 to $250K	2,305	75%	1,729
$75-100K	$250 to $350K	4,110	75%	3,083
$100-150K	$350 to $500K	6,093	75%	4,570
$150K and up	$500K and up	6,738	75%	5,053
Totals		**20,358**	**75%**	**15,268**

Source: DRCOG; U.S. Census; Claritas, Inc.; and Ricker|Cunningham.

Table 3-6
Trade Area Residential Demand: Single Family Attached

Annual Household Income Range	Approximate Home Price Range	Trade Area For-Sale Demand (Incomes $15K+)	Estimated % Single Family Attached	Single Family Attached Demand
$15-25K	$75 to $100K	97	25%	24
$25-35K	$100 to $150K	290	25%	73
$35-50K	$150 to $200K	725	25%	181
$50-75K	$200 to $250K	2,305	25%	576
$75-100K	$250 to $350K	4,110	25%	1,028
$100-150K	$350 to $500K	6,093	25%	1,523
$150K and up	$500K and up	6,738	25%	1,684
Totals		**20,358**	**25%**	**5,089**

Note: Assumes Townhome/Condo development stabilizes at 25% of all ownership demand
Source: DRCOG; U.S. Census; Claritas, Inc.; and Ricker|Cunningham.

Rental Demand

Lyons Trade Area household growth is expected to support nearly 9,300 total units of rental housing demand by households earning over $15,000 over the next 20 years (see **Table 3-7**).

Table 3-7
Trade Area Residential Demand: Rental Apartments

Annual Household Income Range	Approximate Rent Range	Trade Area Rental Demand (Incomes $15K+)
$15-25K	$375 - $625	1,838
$25-35K	$625 - $875	1,644
$35-50K	$875 - $1,000	2,176
$50-75K	$1,000+	1,886
$75-100K	$1,000+	725
$100-150K	$1,000+	677
$150K and up	$1,000+	355
Totals		**9,300**

Source: DRCOG; U.S. Census; Claritas, Inc.; and Ricker|Cunningham.

Retail Demand

Demand for new retail space is determined by future retail spending potential of projected new households, as well as by some recapturing of retail spending that is currently lost to nearby communities or areas, referred to as “leakage” or “retail void”. The combination of this future household growth and recapture of retail “leakage” in the Lyons Trade Area is expected to support an additional 3.5 million square feet of new retail space over the next 20 years (see **Table 3-8**).

Table 3-8
Trade Area Retail Demand

Retail Category	Estimated 2016 Household Retail Demand	Estimated 2016 Retail Sales (Supply)	Estimated 2016 Retail Void (Leakage)	Estimated Retail Sales/s.f.	New Retail Space Needed to Recapture Void/Leakage	Annual Household Growth Rate (2016-2036)	Net New Household Retail Demand	New Retail Space Needed for Household Growth	Total 20-Year New Trade Area Retail Demand (s.f.)
Furniture & Home Furnishings	$81,604,234	$70,069,560	$11,534,674	$200	57,673	1.1%	$19,958,832	99,794	157,468
Electronics & Appliance	$90,779,641	$123,138,769	$0	$250	0	1.1%	$22,202,961	88,812	88,812
Bldg Materials, Garden Equipment	$485,179,538	$371,813,136	$113,366,402	$300	377,888	1.1%	$118,665,620	395,552	773,440
Food & Beverage (Grocery, Beer, Wine)	$721,143,203	$673,016,965	$48,126,238	$400	120,316	1.1%	$176,377,812	440,945	561,260
Health & Personal Care	$183,813,865	$237,178,436	$0	$350	0	1.1%	$44,957,350	128,450	128,450
Clothing and Accessories	$303,614,428	$150,138,609	$153,475,819	$225	682,115	1.1%	$74,258,273	330,037	1,012,152
Sporting Goods,Hobby, Book, Music	$73,948,956	$143,440,547	$0	$225	0	1.1%	$18,086,498	80,384	80,384
General Merchandise	$364,955,434	$613,514,977	$0	$400	0	1.1%	$89,261,108	223,153	223,153
Miscellaneous Stores	$103,147,689	$149,437,824	$0	$250	0	1.1%	$25,227,949	100,912	100,912
Foodservice & Drinking Places	$553,695,278	$664,666,867	$0	$400	0	1.1%	$135,423,258	338,558	338,558
Total	**$2,961,882,266**	**$3,196,415,690**	**$326,503,133**		**1,237,992**		**$724,419,661**	**2,226,596**	**3,464,588**

Source: U.S. Census; ESRI, Inc.; Urban Land Institute; and Ricker|Cunningham.

Employment (Office and Industrial) Demand

Demand for new employment space is derived from two primary sources: expansion of existing industry; and the relocation of new companies into the market. Employment projections by industry classification for the Lyons Trade Area were used to estimate demand over the next 20 years. Assuming an overall 2.4% sustained annual employment growth rate, the Trade Area should add approximately 106,700 new jobs over the next 20 years. Assuming differing levels of space needed across various industry categories, the analysis revealed demand for nearly 13.9 million square feet of new employment space over this period (see **Table 3-9**).

Table 3-9
Trade Area Employment Demand

Industry Category	Estimated 2016 Employees	Estimated Growth Rate 2016-2036	Estimated 2036 Employees	Estimated New Employees	Estimated % in Employment Space	Estimated Net New Employees	Sq Ft per Employee	Estimated 20-yr Employment Demand
Natural Resources, Mining and Construction	5,000	0.5%	5,524	524	60%	315	300	94,406
Manufacturing	17,600	1.0%	21,475	3,875	85%	3,294	300	988,213
Trade, Transportation and Utilities	23,800	0.5%	26,297	2,497	100%	2,497	300	748,954
Information	8,100	0.6%	9,129	1,029	100%	1,029	300	308,835
Financial and Real Estate Activities	13,200	2.5%	21,630	8,430	95%	8,008	300	2,402,475
Professional and Business Services	26,200	1.5%	35,288	9,088	90%	8,179	300	2,453,652
Educational and Health Services	23,400	6.0%	75,047	51,647	30%	15,494	300	4,648,227
Leisure and Hospitality	19,800	3.6%	40,166	20,366	15%	3,055	300	916,477
Other Services	5,900	1.0%	7,199	1,299	40%	520	300	155,895
Government	35,900	1.0%	43,805	7,905	50%	3,952	300	1,185,723
Totals	**178,900**	**2.4%**	**285,560**	**106,660**	**43%**	**46,343**	**300**	**13,902,858**

Source: Colorado Department of Labor and Employment; Colorado Department of Local Affairs; and Ricker|Cunningham.

Market Share

A number of factors influence a community's ability to capture investment and reinvestment dollars. These factors can be categorized as top down considerations; bottom up considerations; external considerations; and others. Some of these can be controlled by the Town (or stakeholder entities) and others cannot.

"Top Down" Considerations

- Demand for certain land uses
- Demographic and psychographic conditions which support certain product types

- Untapped market niches (product voids)
- Competitive projects (proposed, planned and under construction)

"Bottom Up" Considerations

- Physical capacity of the community or individual parcels to accommodate market-supported product types—in general, fewer physical constraints
- Vision and desire for certain uses and product types
- Size of parcels, parcel ownership (public and private), owner investment objectives
- Zoning and other regulations and the presence of easements

External Considerations

- Delivery system—the builders/developers in the area and what they are willing and able to offer
- Financing markets—the availability of capital with reasonable funding terms for certain product types
- Market forces beyond those currently operating in the market (e.g., migration to the Denver-Boulder market area over the next 20 years who do not reflect the existing profile of residents and consumers)

Other Considerations

- Available resources to position and promote investment in the community
- Public support for a long-term vision

Lyons PPA Market Capture

Within the Trade Area serving the Lyons community, there is expected to be significant growth over the next 20 years among all of the primary land uses and many of the product types within them. Further, the Town of Lyons is well-positioned to compete for a reasonable share of the market with potential capture rates ranging from x% to x% depending on the use and product type. Actual levels of development and absorption will ultimately be dictated by numerous factors, not the least of which include:

- The physical capacity of select locations within the PPA to accommodate development;

- The desires of individual property owners;
- The community's vision; and
- Available resources (financial, policy and regulatory) and the Town's ability to position itself for investment.

Table 3-10 summarizes potential Lyons absorption of land uses over the next 20 years.

Table 3-10
Lyons PPA Market Share Summary

		Lyons PPA					
		Eastern Corridor		South St. Vrain		Apple Valley	
Land Use Type	Trade Area Demand (20-yr)	Market Share	Estimated Absorption	Market Share	Estimated Absorption	Market Share	Estimated Absorption
Residential (Units):							
Single Family Detached	15,300	1.5%	230	0.4%	60	1.5%	230
Townhome	5,100	1.0%	51	1.2%	60	1.0%	51
Apartments	9,300	1.0%	93	0.0%	0	1.0%	93
Residential Total	**29,700**	**1.3%**	**374**	**0.4%**	**120**	**1.3%**	**374**
Non-Residential (Sq Ft):							
Retail/Service	3,500,000	2.0%	70,000	0.0%	0	0.0%	0
Employment (Office/Industrial)	13,900,000	1.5%	208,500	0.0%	0	0.0%	0
Non-Residential Total	**17,400,000**	**1.6%**	**278,500**	**0.0%**	**0**	**0.0%**	**0**

Source: Ricker | Cunningham.

Conclusion

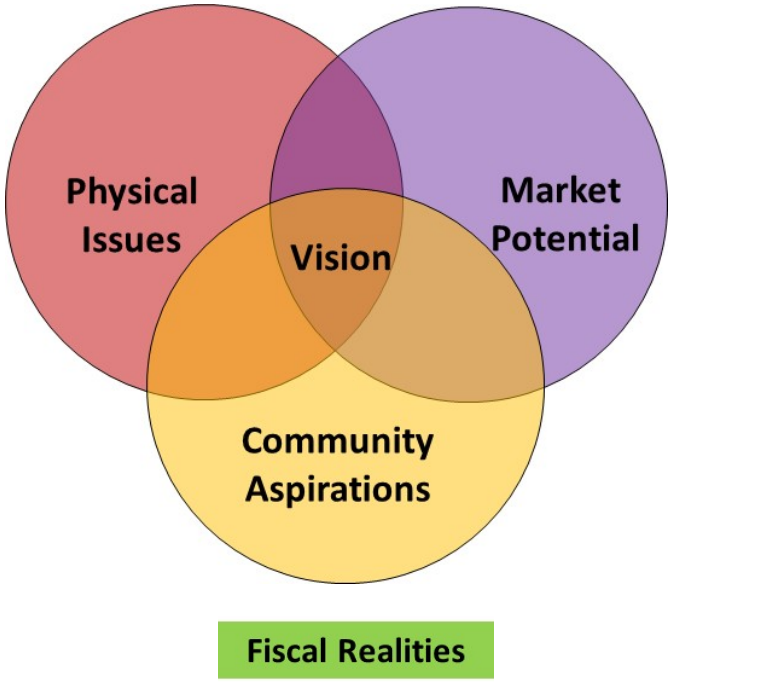
The degree to which the Lyons PPA is able to capture new demand within the Trade Area (and beyond) is a function of the development/redevelopment process itself. Strategic positioning of the LPPA in the future will depend on balanced zoning and improvements to the physical realm which will define it as a unique and identifiable place in the minds of area residents and visitors.

Section 4:

Community Input

The vision developed for the LPPA Master Plan (the Plan) relied on four key components: physical issues; market potential; community aspirations; and fiscal realities. It is the interrelationship between these components that comprises the community vision. This section summarizes the public input effort used to gauge community aspirations.

Comprehensive Plan Foundation



Methodology

In addition to site and area reconnaissance, technical analyses of the real estate and investment markets, and review of regulating and policy documents, a key component of this planning effort were a series of discussions in a variety of venues designed to solicit insight and ideas from

local and regional stakeholders regarding growth in the LPPA and the three subareas. Outlets for input included:

- small group and one-on-one meetings (in-person and by phone);
- an interactive project page accessible via the Town's web page; and,
- a series of workshops wherein various public and private improvement concepts were presented and discussed.

While all property owners of record were invited to attend any or all of the meetings in the respective subareas, many chose to limit their participation to their specific geographic area of interest. Workshops which addressed conditions and investment opportunities were held on the following dates in the locations identified here.

Eastern Corridor Meetings

Location: Rogers Hall

Thursday, March 17

Thursday, April 14

Thursday, April 28

South St. Vrain Corridor Meetings

Location: Lyons Fire Protection District

Tuesday, May 17

Tuesday, June 14

Tuesday, June 28

Apple Valley Meetings

Location: River Church

Tuesday, July 19

Tuesday, August 16

Thursday, September 8

"10th Meeting"

Location: Rogers Hall

Thursday, October 20

Following is a summary of public input received from each of the three subareas.

Eastern Corridor

More than 50 individuals participated in one or more of these meetings with participants including:

- home and business owners
- renters
- property owner representatives
- developers
- residents of the Town and Boulder County

Land uses and product types considered to be valuable contributions to the area included:

- lodging facilities
- more, and a greater diversity of, commercial operations, with an emphasis on those that will not compete with existing operators on Main Street
- low-impact (non-emitting) businesses and industrial operations;
- shared facilities supporting entrepreneurial endeavors, both stand-alone and in combination with affordable housing products; and
- higher density housing products such as attached rental units, senior housing facilities, Accessory Dwelling Units (ADUs), and "small houses"

Among all of the comments received, they tended to fall within the broad categories of:

- economic development as reflected in the area's business climate
- physical conditions that present obstacles for development; and established policies and regulations that, when taken with other limiting conditions, overly restrict the potential for investment in the Subarea.

There was an overall desire for improvements that allow for seamless transitions between the subareas and balance of the community; and, enhancements to shared amenities such as bike and hike trails, community gardens, the river corridor and accommodations for pedestrians. Unlike input received in the other subareas, stakeholders with an interest in the Eastern Corridor considered the creek corridor to be an amenity that could be leveraged for economic development purposes. Preferences for revenue-generating uses within the area were those that maintained the community's small town character, benefited residents, and home-grown as opposed to national and regional chains. Frustration was widely expressed regarding the lack of housing at attainable prices for employees of area businesses, as was a desire to repopulate the area's inventory of residential product types (following the flood) attainable by residents at different income levels. Concern was expressed if the current imbalance between market rate and estate housing and affordable housing units continued.

Regarding desired outcomes resulting from this planning initiative, the most frequently cited results included:

- ongoing platform for community and property owner input
- enhanced inventory of affordable housing units
- new neighborhoods that enhance the community's current character
- definitions that Town leaders can use in the context of annexation and zoning requests
- improvements that allow for safe transport for pedestrians and bicyclists

South St. Vrain Area

Approximately 30 individuals participated in one or more of these meetings with participants including:

- home and business owners
- renters
- property owner representatives
- developers
- residents of the Town and Boulder County

Market supported land uses and product types considered to have the potential to be valuable contributors to the area included:

- moderate density affordable housing products including Accessory Dwelling Units (ADUs) and "small houses"; as well as
- those that meet the needs of senior in the region

Among all of the comments received, they tended to fall within the broad categories of:

- retaining the area's status quo in terms of the density of development and condition of public improvements including suboptimal system of roads; and
- educating community leaders and their constituents about conditions in this Subarea that are unique relative to the others, despite their shared location within the Town's larger planning area understanding, and that do not necessarily support a higher intensity of development

Among those individuals that were the most vocal during the three work sessions, they appeared fairly united in their concern about potential adverse impacts from development (or "urban sprawl") on their existing quality of life. Despite the condition of roads serving properties, and limited access that was further compromised following the flood, as well as limits on available utilities (water and sewer); there was little desire for a significant capital campaign to complete infrastructure in the area. Among the few improvements for which there was a modest level of support, at least among the process participants, was connections to regional trail and road systems, and enhanced accommodations for bicycles. In addition, there was fairly widespread understanding that the need for affordable and attainable housing units was reaching critical levels, and that the loss of several units during the flood compounded the problem, further threatening an already fragile mix of units heavily weighted toward market rate and estate product types.

Unlike stakeholders in the Apple Valley Subarea, residents in the South St. Vrain Subarea considered the creek an asset that could be leveraged for economic development purposes, as long as potential improvements are balanced with areas along its bank where preservation and restoration activities will preclude future development.

Regarding desired outcomes resulting from this planning initiative, the most frequently cited results included:

- long-range plans for roads, utilities, and drainage
- awareness that the preservation of rural areas can benefit the community at-large
- recognition that some portion of the planning area should be retained as open space in an effort to connect regional trails and natural amenities; and
- shared vision for recreational uses (fishing, kayaking, other), rather than housing, along the creek

Apple Valley Area

Approximately 30 individuals participated in one or more of these meetings with participants including:

- home owners
- property owner representatives
- developers

- residents of the Town and Boulder County

Market supported land uses and product types considered to have the potential to be valuable contributors to the area included:

- single family detached housing at rural densities
- moderate density affordable housing products

Among all of the comments received, they tended to fall within the broad categories of:

- retaining the area's status quo in terms of the density of development and condition of public improvements including suboptimal system of roads; and
- educating community leaders and their constituents about conditions in this subarea that are unique relative to the others, despite their shared location within the Town's larger planning area understanding, and that do not necessarily support a higher intensity of development

Among those individuals that were the most vocal during the three work sessions, they appeared fairly united in their concern about potential adverse impacts from higher-density development on their existing quality of life (e.g., traffic, rural feel, scenery, quiet, wildlife, etc.). Among the few improvements for which there was a level of support, at least among the process participants, was a bike/walk trail or path along US 36 between the two Apple Valley turnoffs (to allow for increased safety of walking/biking into Town). There was also support for enhancements to Apple Valley Road to better accommodate bikers/walkers/runners. In addition, there was fairly widespread understanding that the need for affordable and attainable housing units was reaching critical levels, and that the loss of several units during the flood compounded the problem, further threatening an already fragile mix of units heavily weighted toward market rate and estate product types. Unlike stakeholders in the South St. Vrain Subarea, residents in the Apple Valley Subarea did not consider the creek to be an asset that could be leveraged for economic development purposes, primarily due to trespassing and unauthorized parking/access to the creek. Adding a public access to the subarea for water use was a suggestion that seemed to have support among existing residents.

Regarding desired outcomes resulting from this planning initiative, the most frequently cited results included:

- long-range plans for roads, utilities, and drainage
- awareness that the preservation of rural areas can benefit the community at-large
- recognition that some portion of the planning area should be retained as open space in an effort to connect regional trails and natural amenities

Considerations for Planning Effort

As stated earlier, an understanding of challenges or barriers, and the issues which perpetuate them, is critical to effectively frame research and analyses necessary to arrive at recommendations designed to “ready an area” or community for investment. This is equally true whether the challenges are being perpetuated by perception or reality. All of the comments presented here were the opinions of those individuals who agreed to participate. Regardless of whether the comments made were based in fact, processes like these inevitably highlight the need for greater communication between the public and private sectors and more education of the community.

Section 5:

Development Opportunities

The experience of other communities has shown that successful development and redevelopment initiatives effectively leverage existing land uses, public improvements, and community amenities, both existing and planned, in a manner that creates an identifiable "address" or environment for private investment. With this goal in mind, and with input from stakeholders, Town staff and members of the community, the LPPA Master Plan was developed depicting desired elements of the three subareas in their developed form. It should be used to inform priority initiatives and capital investments, as well as, inform policy and incentive decisions.

With an understanding of the desired vision and potential challenges to development and redevelopment in the Town, participants engaged in the process were involved in the identification of strategic opportunity areas within each of the subareas. In this context, these opportunity areas are comprised of market-supported improvements, co-located and supported by shared infrastructure, that collectively create a “place” providing either an experience or hosting uses which meet the daily needs of an area’s residents. Each one was informed by its geography and proximity to natural and man-made assets, and while possessing their own set of challenges, they also offer unique opportunities which can benefit from targeted initiatives.

The discussion below provides highlights from an analysis of existing and anticipated market conditions, demographic and lifestyle characteristics, and prevailing industry trends that informed identification of the opportunity areas and corresponding place types within them. For each subarea, an articulation of the community vision for that area is identified, followed by illustrations of potential issues and opportunities, land use recommendations and development scenarios.

Eastern Corridor

Vision Statement

The vision for the Eastern Corridor Subarea is … *a commercial and employment anchored gateway with uses including retail, restaurant and lodging operations serving day- and nighttime populations, as well as visitors to and travelers through the community. Established residential neighborhoods beyond the CO 66 corridor will host a range of product types addressing the lifestyle needs of households at different price points.*

Natural amenities in the area will be enhanced and protected, and the quality and character of physical improvements will establish standards for private investment introduced to leverage these capital investments.

The combination of physical conditions, parcel characteristics, land use agreements, and market opportunities, influenced the various components of the alternatives and preferred concept for the Subarea. The following discussion provides an overview of considerations which impacted programming recommendations within those locations most able to support near-term investment opportunities.

Highland Drive and CO 66 – The intersection of US 36 and SH 66 and entirety of the CO 66 frontage, represent the most viable opportunity for commercial and employment development in both the LPPA and entire town boundaries. Properties along Highland Drive, while separated from US 66 by several irrigation laterals, may preclude additional "layers" of commercial development, other than those unaffected by limited access and visibility (e.g., destinations). Natural constraints, combined with the distinctively unique rural character of properties located along Highland Drive, and presence of mature cottonwood stands, reinforces the viability of this location for residential development.

Loukonen Property and CEMEX – The Saint Vrain Creek floodplain separates the Loukonen and CEMEX parcels from SH 66, thereby limiting their ability to attract commercial development opportunities. However, access to US 36 is available, and given the larger parcel size of properties in this location, there is potential to attract employment land along with supporting commercial uses, along with select live-work opportunities, depending on their surrounding context.

Stone Canyon Drive/Noland Drive – This portion of the Eastern Corridor subarea is the most contiguous to the town's boundaries, and the best positioned to leverage successful commercial operations including the established wedding destination venue. This location is further well positioned to evolve into a new neighborhood with improvements to US 36 and expansion of the commercial activities adjacent to the highway.

Key components of the preferred concept reflected in **Figures 5-1** and **5-2** include development of a:

- Gateway Business District with a mix of uses, along with a new neighborhood between Highland Drive and CO 66;
- Stone Canyon Visitor District and new neighborhood between Noland Drive and Stone Canyon Drive; and
- Industrial Live-Work Center and Commercial Recreation Area with uses including, campgrounds, outdoor storage facilities and lower density light employment uses in locations impacted by the creek floodplain.

Properties located outside of the floodplain, and beyond the highway corridor, are recommended for development of residential products that will diversify the existing building stock, and advance key directives associated with the Town's affordable housing goals. Specific products with near-term potential for development in the Eastern Corridor include: small lot cottage homes, accessory units, live-work spaces, and senior housing facilities. Capital improvements will be necessary to both eliminate and mitigate adverse physical conditions, as well as enhance the area's climate for investment. Essential upgrades will include non-vehicular accommodations that afford safe connections to and between parcels, completed water and sewer utility lines and supporting infrastructure, public spaces including a community garden; and, landscaping that buffers residences impacts associated with commercial and industrial operations along the corridor.

Recommended public investments include a recreation trail and greenway adjacent to, or near, the Saint Vrain Creek; a sidewalk on the south side of US36 and CO66; an improved Lyons compatible streetscape and a Gateway treatment at the intersection of US 36 and CO66 (potentially a roundabout). A roundabout should be considered because it would provide a distinct gateway opportunity for the Town; improve the safety of the intersection for all modes of traffic; reduce vehicular travel speeds while increasing capacity; and reduce long-term maintenance for CDOT.

Properties with direct and unencumbered access to, and visibility from, the highway corridor are recommended for non-residential development. Whereas the Eastern Corridor is one of only a few locations in either the town or LPPA with potential to support commercial operations including retail outlets, restaurants and lodging facilities, it is recommended that properties in this location be retained for these types of uses, and residential uses precluded from development, except when physically integrated into a single building with other uses.

Acknowledging that it will take many years and multiple actions by a host of individuals and entities with an interest in the area to attract future sizeable concentrations of development, the experience of other communities that have successfully advanced similar initiatives has shown that the strategic approach with the highest likelihood of success needs to include area-wide and project-specific recommendations. To this end, the final Lyons Primary Planning Area Master Plan will identify the location of priority public improvements within each subarea.

Proposed amenities and enhancements to the public realm in the Eastern Corridor primarily include those that will unify uses, connect the Subarea to centers of activity within the town boundaries, and improve its aesthetic appeal. These investments include construction of a recreation trail and greenway treatment adjacent to, or near, the Saint Vrain Creek; a sidewalk on the south side of US 36 and CO 66; enhanced streetscape enhancements and a gateway feature (potentially a roundabout) at the intersection of US 36 and CO 66.

Figure 5-1: Eastern Corridor Issues and Opportunities

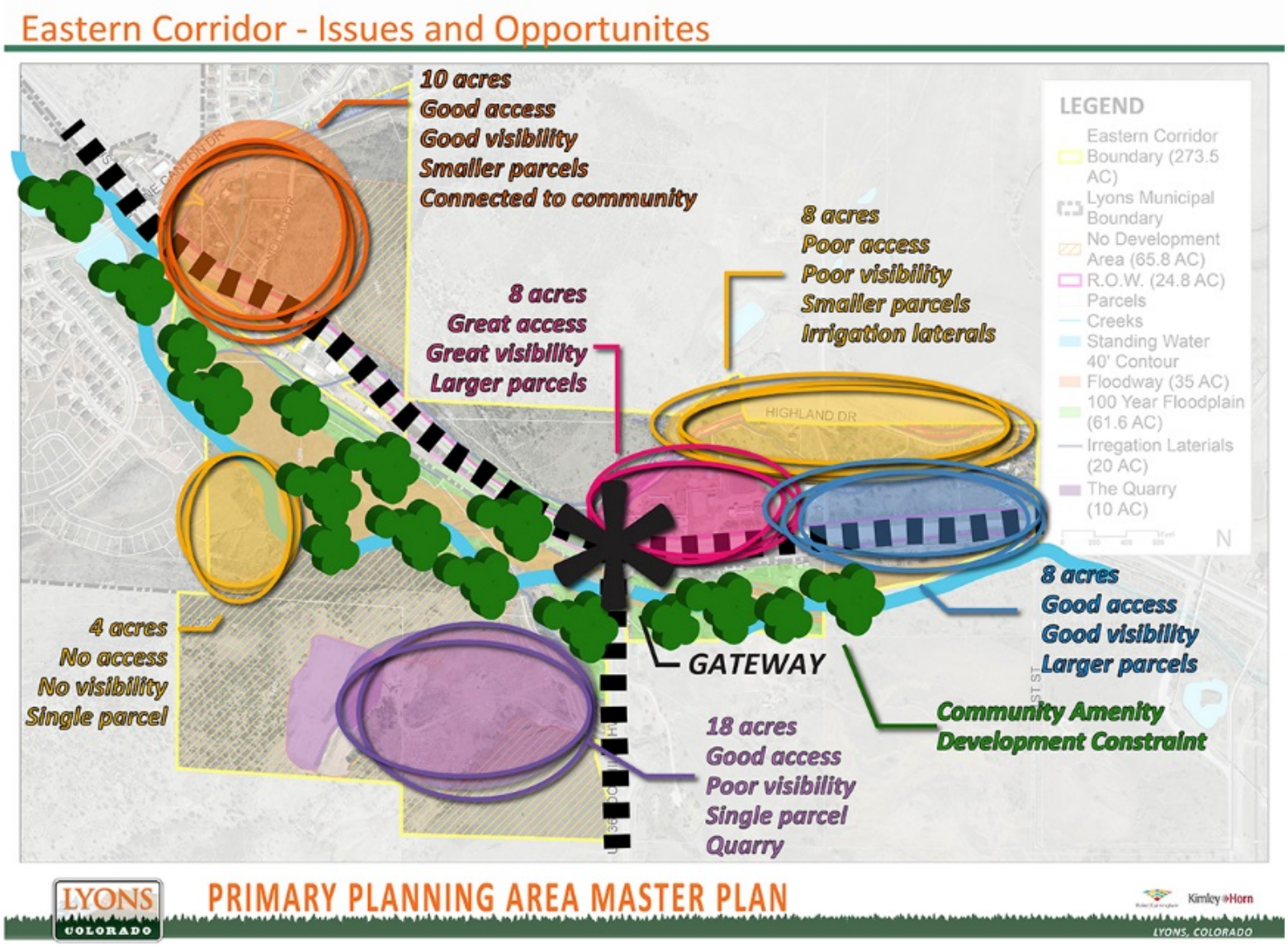
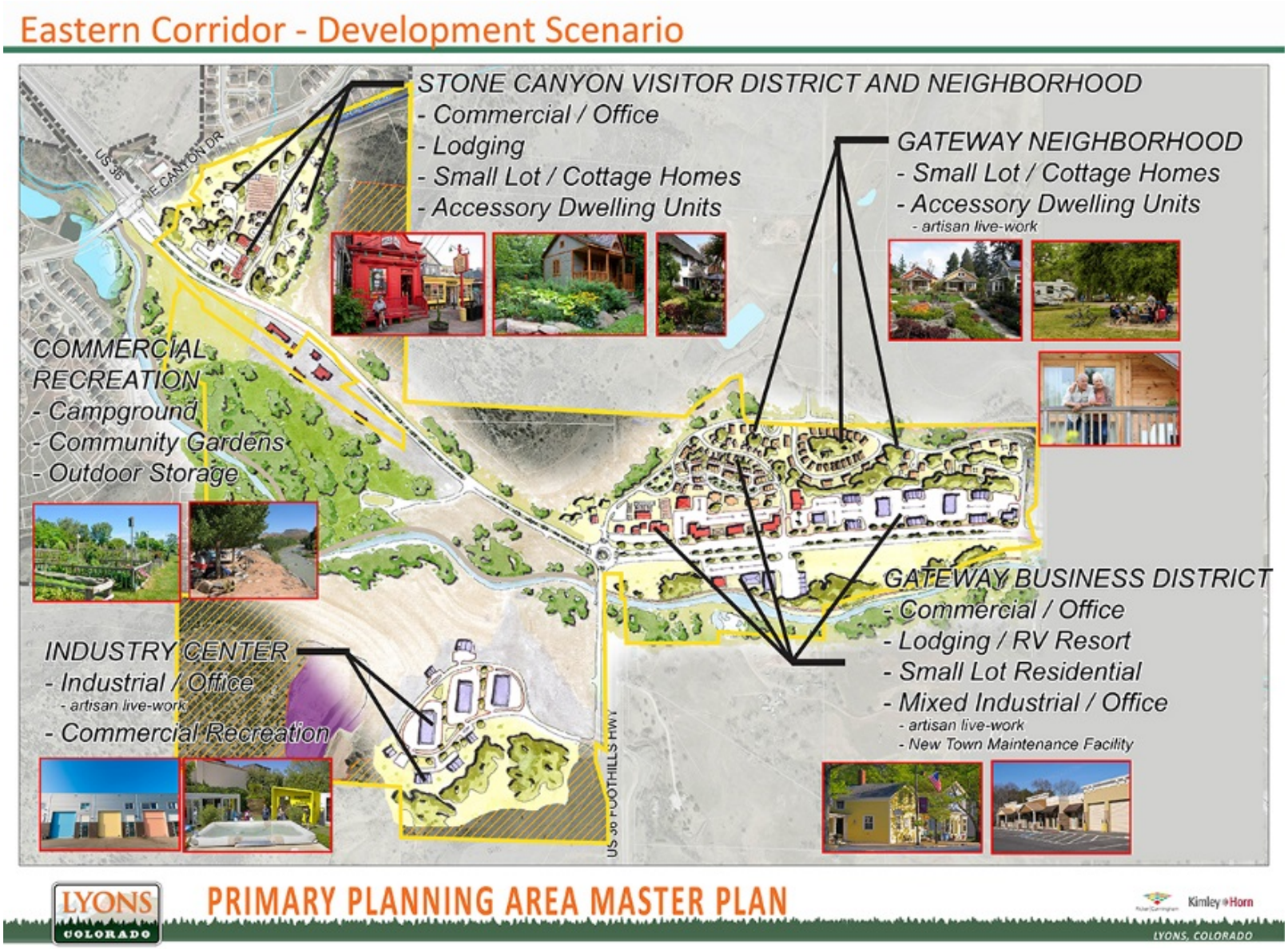


Figure 5-2: Eastern Corridor Potential Development Scenario



South St. Vrain

Vision Statement

The vision for the South St. Vrain Corridor Subarea is … *an established neighborhood of residences, rural in character and reflecting the community's heritage as a gateway to the Rocky Mountains. With features including steep slopes, Boulder County open space, and the South St. Vrain Creek surrounding and bisecting the area, any new improvements will be context-sensitive; consistent in character, design and intensity; and, introduced in a manner that preserves and protects the natural environment.*

A combination of physical conditions, parcel characteristics, land use agreements, and market opportunities, informed components of a potential development concept for the Subarea. **Figure 5-3** and the discussion that follows provide an overview of these considerations.

- floodplain and wetlands that separate development opportunities from CO 7
- number of parcels lying within a critical wildlife habitat and migration corridor
- publicly-owned lands and easements that restrict potential development within properties otherwise suitable for residential development
- proximity to town services, activity centers, and educational facilities
- condition of CR 69 and its rural design that effectively limits the potential for certain development concepts and land uses
- size and configuration of area properties that are further hampered by poor access and visibility; and
- non-municipal levels of service and utilities

The discussion here highlights key components of the preferred development concept reflected in **Figure 5-4**:

- clusters of various housing products in locations with the fewest number of impediments (e.g., migration corridors, floodplain and wetlands, conservation easements); and
- utility infrastructure and associated facilities

Properties located outside of the floodplain, and beyond the highway corridor, are being recommended for development of residential products that will diversify the existing building stock, and advance key directives associated with the Town's affordable housing objectives. Specific products with near-term potential for development in the Subarea include: small lot cottage homes, accessory units, live-work / farm to table operations, and senior housing facilities.

While participants expressed concern regarding any significant capital program of improvements in the area, the Sanitary Sewer System Expansion Feasibility Study, prepared by J-U-B Engineers, completed in September 2016, and commissioned for the purpose of "investigating the feasibility of constructing sewer infrastructure to serve properties in the vicinity of Apple Valley and Old St. Vrain Roads," identified the need for approximately 4,500 linear feet of sewer lines to serve 75 lots (more than double the number that currently exist), the cost of which was estimated to total approximately $1.2 million dollars.

Acknowledging that it will take many years and multiple actions, by a host of individuals and entities with an interest in the area, to attract future sizeable concentrations of development; the experience of other communities that have successfully advanced similar initiatives has shown that the strategic approach with the highest likelihood of success needs to include area-wide and subarea-specific recommendations. To this end, the final Lyons Primary Planning Area Master Plan will identify the location of priority public improvements within each subarea.

Proposed investments in the South St. Vrain Corridor Subarea are generally related to the area's lack of adequate infrastructure for either existing or future residences. Despite limited support for public improvements that could threaten its current character, any sizable investment in utilities serving the area would warrant corresponding improvements in roadways and other infrastructure that together could leverage the public's commitment to the area, and support new development able to grow the community's municipal resources.

Figure 5-3: South St. Vrain Issues and Opportunities

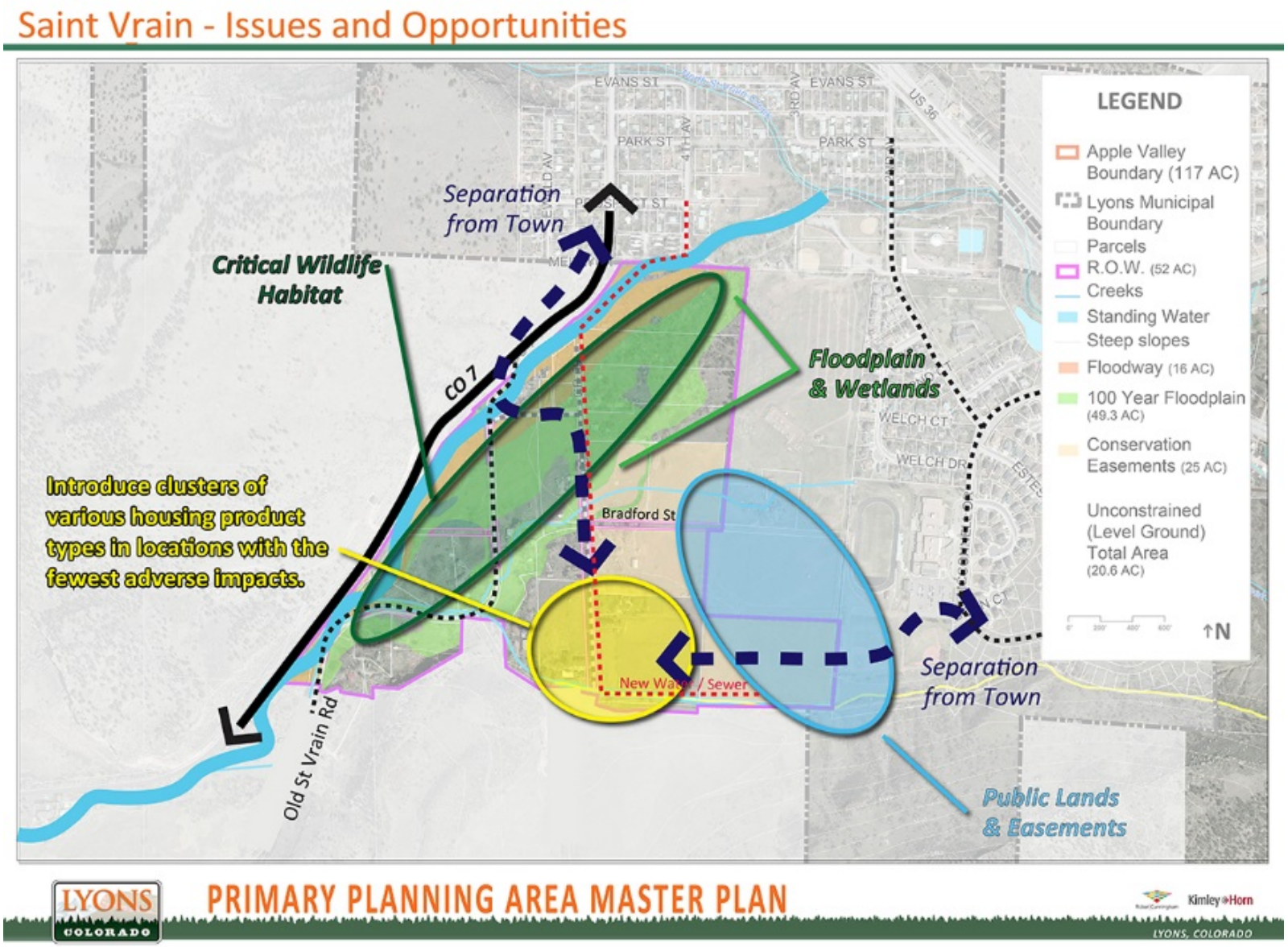
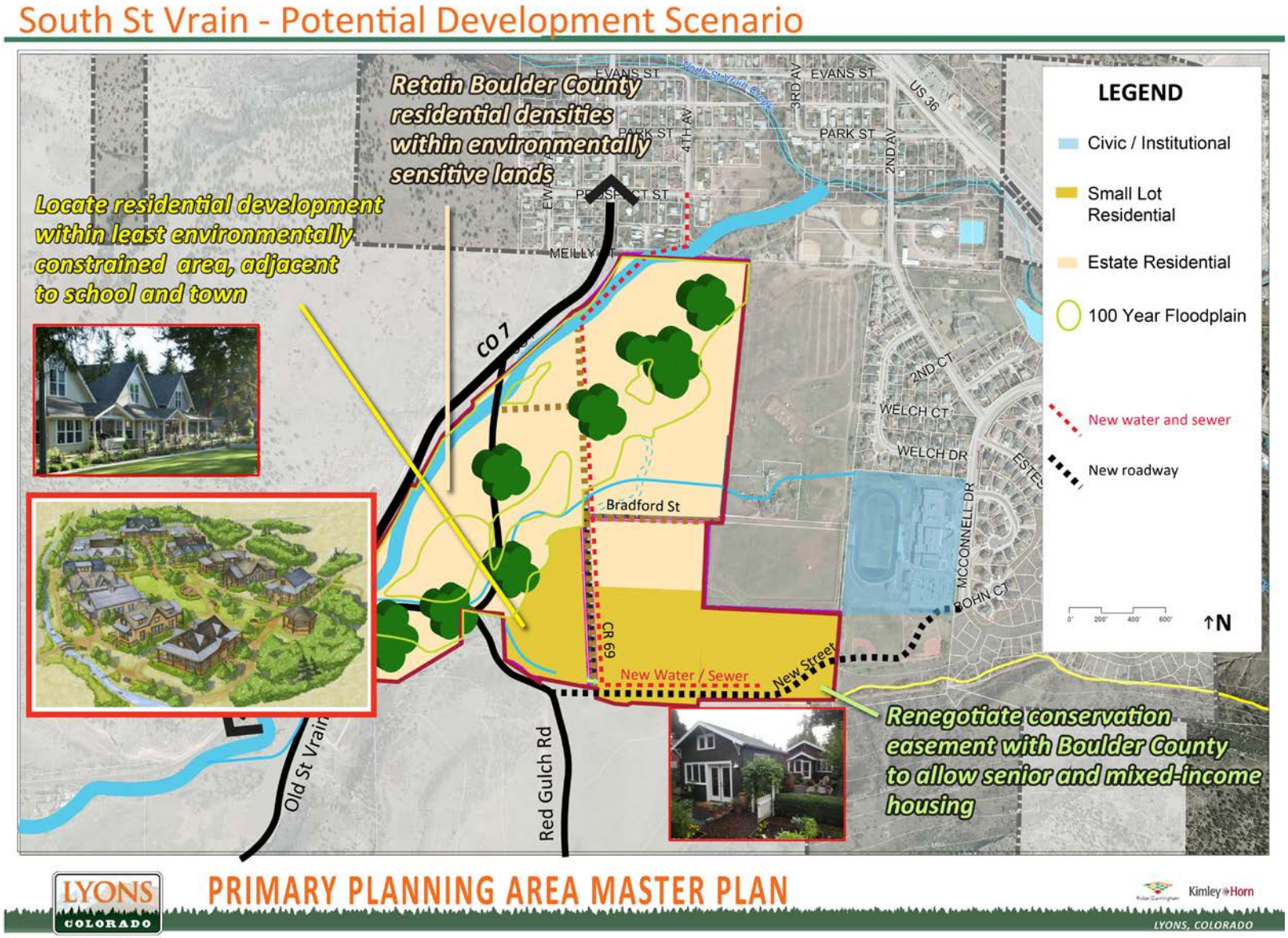


Figure 5-4: South St. Vrain Potential Development Scenario



Vision for Apple Valley

Apple Valley Residents – Intention Statements (excerpts)

Desire …

- river that is functionally, visually, aesthetically a natural "wild" stream
- restored river that is ecologically healthy and robust riparian and aquatic ecosystem
- no artificial structures that inhibit natural flow
- no improvements that promote recreational usage
- limit ingress and egress points to sites within the town boundaries
- provide signage and promote "put-in" locations and water use safety measures
- Town and County adopt safe practice rules and protections for natural areas
- no access to river from buyout parcels or other public accommodations
- private leases and corresponding maintenance of buyout parcels
- restore areas damaged by flood
- consider rechanneling river to its original location

Figure 5-5: Apple Valley Issues and Opportunities

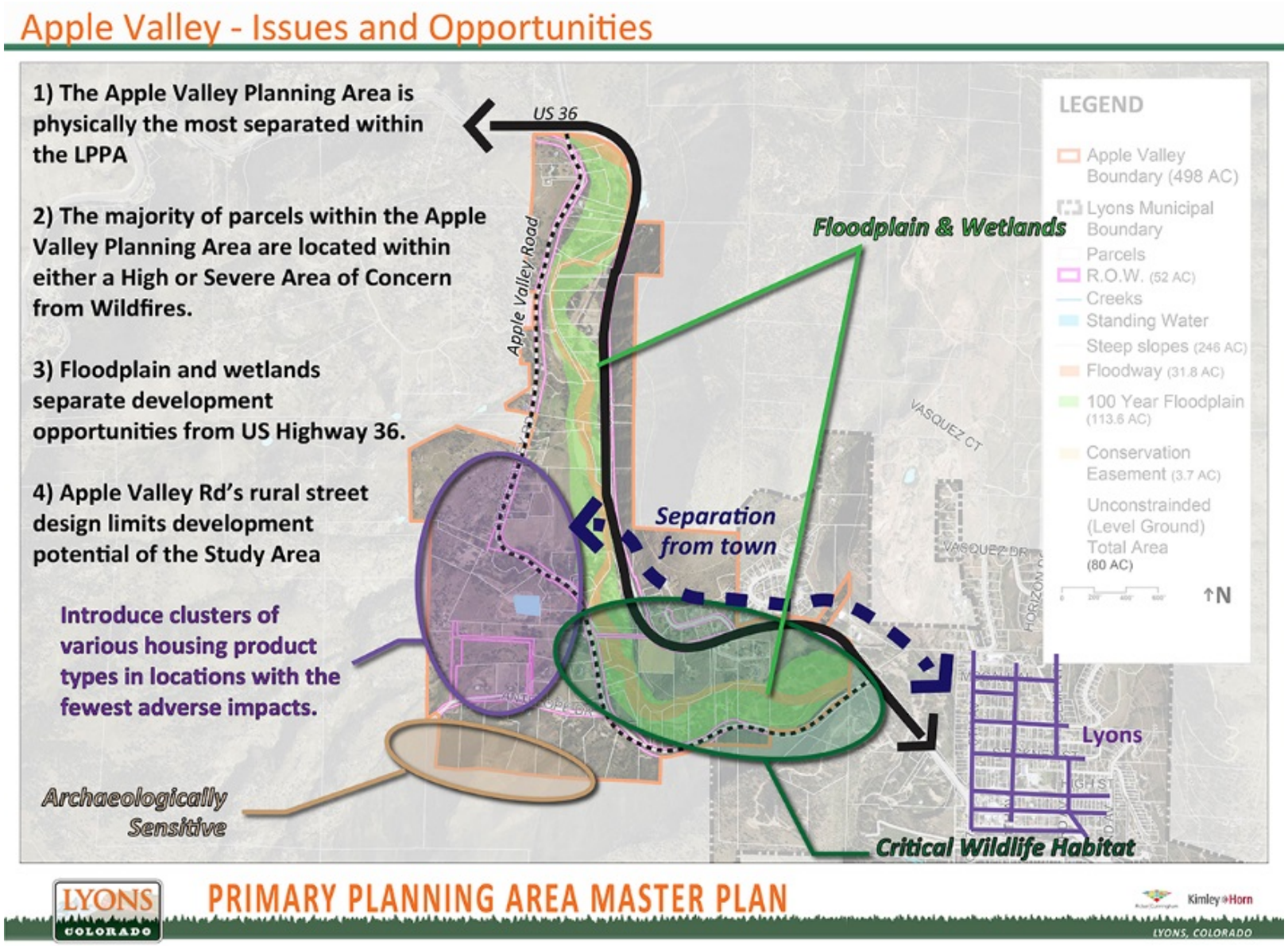
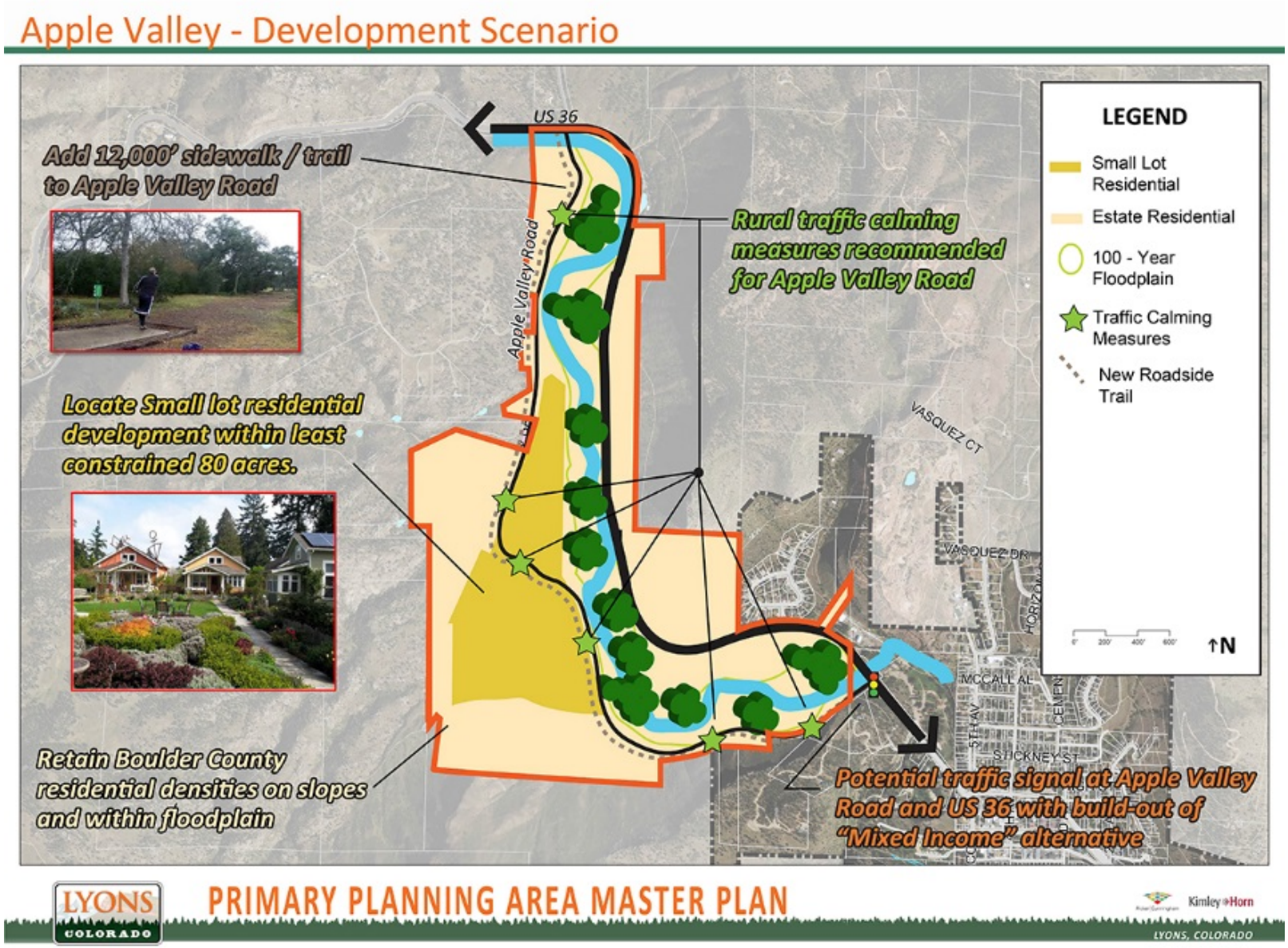


Figure 5-6: Apple Valley Potential Development Scenario



Section 6:

Fiscal Health

Over the past decade, community planning efforts have increasingly considered the impacts of land use mix on municipal operating revenues and expenditures. Consideration of these "fiscal" implications ensures that the community "vision" is grounded in market and economic reality, and the Town's future fiscal health or "balance" is maintained. The fiscal analysis is also designed to educate community stakeholders as to the fiscal implications of land use decisions and explain the relationship between revenue generation and service costs.

As part of the Lyons PPA Master Plan (the Plan) process, a fiscal analysis was conducted for the potential buildout of the LPPA's current undeveloped property. The fiscal impact analysis considered a 20-year market cycle and focused on operating revenues and expenditures to the Town of Lyons and how they would be affected by the market-supported level of development over that period.

Background

A community's fiscal environment can be described as a "three-legged" stool, balancing nonresidential development, municipal services and amenities, and residential development. The first "leg" of the stool -- nonresidential development -- provides the majority of revenues (property, sales and use tax) to support municipal services. Municipal services and amenities -- the second "leg" -- attract residents and maintain their quality of life. The third "leg" -- residential development -- generates the spending and employees to support nonresidential businesses. In order for a community to operate in a fiscally sound manner, this balance must continually be maintained, especially through changing economic cycles. A community's return on investment from development growth is largely determined by this balance.

As Lyons continues to evolve as a community, the Town recognizes the need for additional revenue-generating, nonresidential development to offset the costs of providing a high level of service and amenities to its residents.

Methodology

An analysis of potential long-term fiscal operating impacts was completed at a macro level to determine the ability to generate a balance

between revenues and expenditures. General assumptions used in the fiscal analysis included:

- The Town of Lyons's current budget (2015) reflects a reasonable balance between revenues and expenditures.
- Future revenues (taxes and fees) are based on current (2016) market values for various development types (housing, retail, office, industrial, other).
- Future expenditures are based on current (2016) service costs per capita, including residents and employees.

The fiscal impact analysis consisted of the following components:

- Development Program resulting from the 20-year growth projections
- Buildout of residential (single family and multifamily) and non-residential (retail, office and industrial) land uses
- Mix of land uses
  - Overall balance between residential and nonresidential development
  - Development timing and absorption of uses (relates to market factors)
  - Location and direction of development
  - Efficiency of infrastructure to support development
  - Value of new development (on a per unit or per square foot basis)
  - Considers fiscal <u>operating</u> revenues/expenses <u>only</u> (general fund)
- Fiscal Revenue Estimates
  - Tax revenues (property, sales, use)
  - Franchise fees
  - Licenses and permits
  - Fees and charges
  - Fines and forfeitures
  - Other revenues

- Service Cost Estimates
  - Calculated on a per capita basis, including both residents and employees
- Net Fiscal Surplus/Deficit
  - Difference between anticipated fiscal revenues and service costs

In completing the fiscal analysis, the following information was obtained and analyzed:

- Market, economic and fiscal information from Town staff;
- Secondary research related to the real estate development industry; and
- Data regarding local market conditions from area property managers, brokers, appraisers and other real estate professionals.

The following summarizes the fiscal analyses completed for 4 scenarios:

- Town buildout under current zoning
- Eastern Corridor buildout
- South St. Vrain buildout
- Apple Valley buildout

Vacant and Zoned Remaining Land in Town

In order to evaluate the Town's short-term fiscal balance, an initial analysis was completed to show the fiscal impact of the Town's buildout under current zoning. **Table 6-1** summarizes the Town's remaining vacant land by zoning category and the potential level of development that could occur at buildout.

Table 6-1
Potential Development – Town Buildout

	Potential Development		
Zoning Category	**Acres**	**Units***	**Sq Ft***
A-1	44.8	9	0
A-2	5.2	0	0
R-1	20.6	62	0
R-2	0.7	6	0
R-2A	0.1	1	0
B	0.6	0	6,534
CD	0.1	0	1,089
Total	**72.1**	**77**	**7,623**

*Based on following densities:

A-1	0.2	units/acre
R-1	3	units/acre
R-2	8	units/acre
Commercial	25%	building to land ratio

Based on this level of expected development, **Table 6-2** shows the potential revenue that could be generated for the Town.

Table 6-2
Town Buildout – Revenue Generation

	Town of Lyons	
Product Type	**Added Taxable Value @ Buildout**	**Added Property Tax Revenue**
Residential:		
Single Family Detached	$2,816,248	$44,204
Townhome/Condo	$140,096	$2,199
Apartments	$0	$0
Non-Residential:		
Retail/Service	$265,280	$4,164
Employment (Office/Industrial)	$132,640	$2,082
	Property Tax*	**$52,649**
	Sales Tax**	**$22,869**
	Total Tax Revenues	**$75,518**
	Other Revenues ***	**$43,711**
	Total Revenues	**$119,228**

* based on City .015696 property tax rate.

** based on estimated retail sales of $250 per square foot and 2% sales tax rate.

***based on 2015 general fund revenues from permits, fees, licenses, fines, etc. -- per capita of $187.

The level of expected development shown in Table 1 will also generate service costs to the Town. **Table 6-3** shows the relationship between these revenues and expenditures, which results in a net **deficit** for the Town.

Table 6-3
Town Buildout – Net Fiscal Impact

New Residents/Employees	Town of Lyons
Residents	227
Retail Employees	11
Office/Industrial Employees	10
Total	**249**

Resident/employee estimates based on:

Single Family Detached	3.0	household size
Townhome/Condo	2.3	household size
Apartments	1.8	household size
Retail	400	Sq Ft per Employee
Office/Industrial	300	Sq Ft per Employee

Net Surplus/Deficit	Town of Lyons	
Product Type	**Added Residents / Employees**	**Added Annual Service Costs***
Residents	227	$166,785
Retail Employees	4	$2,800
Office/Industrial Employees	3	$2,489
	Total Service Costs	**$172,075**
	Total Revenues	**$119,228**
	Total Surplus/Deficit	**-$52,846**
	% Surplus/Deficit	**-31%**

*based on 2015-2016 general fund expenditures per capita of $735.

Note: Service cost impacts of employees estimated at 1/3 of residents.
Source: Ricker | Cunningham.

The anticipated net deficit generated by development of the Town's remaining vacant land is an indication of how tenuous the Town's fiscal balance remains. The consideration of the LPPA as a potential expansion of the Town's boundaries presents opportunities for revenue-generating land uses to address this potential imbalance.

Eastern Corridor Buildout

Based on the market analysis completed for the Town and the LPPA, **Table 6-4** summarizes the potential buildout of the Eastern Corridor subarea.

Table 6-4
Potential Eastern Corridor Buildout

Land Use Type	Trade Area Demand (20-yr)	Eastern Corridor Planning Area Market Share	Estimated Absorption
Residential (Units):			
Single Family Detached	15,300	1.0%	153
Townhome	5,100	1.0%	51
Apartments	9,300	1.0%	93
Residential Total	**29,700**	**1.0%**	**297**
Non-Residential (Sq Ft):			
Retail/Service	3,500,000	2.0%	70,000
Employment (Office/Industrial)	13,900,000	1.5%	208,500
Non-Residential Total	**17,400,000**	**1.6%**	**278,500**

Based on this level of expected development, **Table 6-5** shows the potential revenue that could be generated for the Town.

Table 6-5
Eastern Corridor Buildout – Revenue Generation

	Eastern Corridor Planning Area	
Product Type	**Total Development**	**Development Value**
Residential (Units):		
Single Family Detached	153	$76,500,000
Townhome	51	$14,025,000
Apartments	93	$18,600,000
Non-Residential (Sq Ft):		
Retail/Service	70,000	$14,000,000
Employment (Office/Industrial)	208,500	$31,275,000
		$154,400,000

Values based on:		
Single Family Detached	$500,000	per Unit
Townhome	$275,000	per Unit
Apartments	$200,000	per Unit
Retail/Service	$200	per Sq Ft
Employment (Office/Industrial)	$150	per Sq Ft

The level of expected development shown in **Table 6-4** will also generate service costs to the Town. **Table 6-6** shows the relationship between these revenues and expenditures, which results in a net **surplus** for the Town.

Table 6-6
Eastern Corridor Buildout – Net Fiscal Impact

New Residents/Employees	Eastern Corridor Planning Area
Residents	744
Retail Employees	175
Office/Industrial Employees	695
Total	**1,614**

Resident/employee estimates based on:

Single Family Detached	3.0	household size
Townhome	2.3	household size
Apartments	1.8	household size
Retail	400	Sq Ft per Employee
Office/Industrial	300	Sq Ft per Employee

Net Surplus/Deficit	Eastern Corridor Planning Area	
Product Type	**Added Residents / Employees**	**Added Annual Service Costs***
Residents	744	$546,423
Retail Employees	58	$42,860
Office/Industrial Employees	232	$170,214
	Total Service Costs	**$759,496**
	Total Revenues	**$885,355**
	Total Surplus/Deficit	**$125,859**
	% Surplus/Deficit	**17%**

*based on 2015-2016 general fund expenditures per capita of $735.

Note: Service cost impacts of employees estimated at 1/3 of residents.

Source: Ricker | Cunningham.

The anticipated net surplus generated by development of the Eastern Corridor has the potential to assist in "correcting" the Town's current imbalance between residential and nonresidential development.

South St. Vrain Buildout

Based on the market analysis completed for the Town and the LPPA, **Table 6-7** summarizes the potential buildout of the South St. Vrain subarea.

Table 6-7
Potential South St. Vrain Buildout

Land Use Type	Trade Area Demand (20-yr)	South St. Vrain Planning Area Market Share	Estimated Absorption
Residential (Units):			
Cottage Home	15,300	0.4%	60
Townhome/Rowhome	5,100	1.2%	60
Apartments	9,300	0.0%	0
Residential Total	**29,700**	**0.4%**	**120**
Non-Residential (Sq Ft):			
Retail/Service	3,500,000	0.0%	0
Employment (Office/Industrial)	13,900,000	0.0%	0
Non-Residential Total	**17,400,000**	**0.0%**	**0**

Based on this level of expected development, **Table 6-8** shows the potential revenue that could be generated for the Town.

Table 6-8
South St. Vrain Buildout – Revenue Generation

	South St. Vrain Planning Area	
Product Type	**Added Taxable Value @ Buildout**	**Added Property Tax Revenue**
Residential:		
Cottage Home	$1,432,800	$22,489
Townhome/Rowhome	$1,194,000	$18,741
Apartments	$0	$0
Non-Residential:		
Retail/Service	$0	$0
Employment (Office/Industrial)	$0	$0
	Property Tax*	**$41,230**
	Sales Tax**	**$0**
	Total Tax Revenues	**$41,230**
	Other Revenues ***	**$59,351**
	Total Revenues	**$100,582**

* based on City .015696 property tax rate.

** based on estimated retail sales of $250 per square foot and 2% sales tax rate.

***based on 2015 general fund revenues from permits, fees, licenses, fines, etc. -- per capita of $187.

The level of expected development shown in **Table 6-7** will also

generate service costs to the Town. **Table 6-9** shows the relationship between these revenues and expenditures, which results in a net **deficit** for the Town.

Table 6-9
South St. Vrain Buildout – Net Fiscal Impact

New Residents/Employees	South St. Vrain Planning Area
Residents	318
Retail Employees	0
Office/Industrial Employees	0
Total	**318**

Resident/employee estimates based on:

Cottage Home	3.0	household size
Townhome	2.3	household size
Apartments	1.8	household size
Retail	400	Sq Ft per Employee
Office/Industrial	300	Sq Ft per Employee

Net Surplus/Deficit	South St. Vrain Planning Area	
Product Type	**Added Residents / Employees**	**Added Annual Service Costs***
Residents	318	$233,646
Retail Employees	0	$0
Office/Industrial Employees	0	$0
	Total Service Costs	**$233,646**
	Total Revenues	**$100,582**
	Total Surplus/Deficit	**-$133,064**
	% Surplus/Deficit	**-57%**

*based on 2015-2016 general fund expenditures per capita of $735.

Note: Service cost impacts of employees estimated at 1/3 of residents.

Source: Ricker | Cunningham.

The anticipated net **deficit** generated by development of the South St. Vrain area would potentially add to the Town's fiscal imbalance, primarily due to the lack of market-supportable nonresidential development.

Apple Valley Buildout

Based on the market analysis completed for the Town and the LPPA, **Table 6-10** summarizes the potential buildout of the Apple Valley subarea.

Table 6-10
Potential Apple Valley Buildout

Land Use Type	Trade Area Demand (20-yr)	Apple Valley Planning Area Market Share	Estimated Absorption
Residential (Units):			
Small Lot Single Family	15,300	0.3%	41
Townhome/Rowhome	5,100	0.2%	9
Apartments	9,300	0.0%	0
Residential Total	**29,700**	**0.2%**	**50**
Non-Residential (Sq Ft):			
Retail/Service	3,500,000	0.0%	0
Employment (Office/Industrial)	13,900,000	0.0%	0
Non-Residential Total	**17,400,000**	**0.0%**	**0**

Based on this level of expected development, **Table 6-11** shows the potential revenue that could be generated for the Town.

Table 6-11
Apple Valley Buildout – Revenue Generation

	Apple Valley Planning Area	
Product Type	**Added Taxable Value @ Buildout**	**Added Property Tax Revenue**
Residential:		
Small Lot Single Family	$979,080	$15,368
Townhome/Rowhome	$179,100	$2,811
Apartments	$0	$0
Non-Residential:		
Retail/Service	$0	$0
Employment (Office/Industrial)	$0	$0
	Property Tax*	**$18,179**
	Sales Tax**	**$0**
	Total Tax Revenues	**$18,179**
	Other Revenues ***	**$26,820**
	Total Revenues	**$44,999**

* based on City .015696 property tax rate.

** based on estimated retail sales of $250 per square foot and 2% sales tax rate.

***based on 2015 general fund revenues from permits, fees, licenses, fines, etc. -- per capita of $187.

The level of expected development shown in **Table 6-10** will also generate service costs to the Town. **Table 6-12** shows the relationship between these revenues and expenditures, which results in a net **deficit** for the Town.

Table 6-12
Apple Valley Buildout – Net Fiscal Impact

New Residents/Employees	Apple Valley Planning Area
Residents	144
Retail Employees	0
Office/Industrial Employees	0
Total	**144**

Resident/employee estimates based on:

Single Family Detached	3.0	household size
Townhome	2.3	household size
Apartments	1.8	household size
Retail	400	Sq Ft per Employee
Office/Industrial	300	Sq Ft per Employee

Net Surplus/Deficit	Apple Valley Planning Area	
Product Type	**Added Residents / Employees**	**Added Annual Service Costs***
Residents	144	$105,581
Retail Employees	0	$0
Office/Industrial Employees	0	$0
	Total Service Costs	**$105,581**
	Total Revenues	**$44,999**
	Total Surplus/Deficit	**-$60,583**
	% Surplus/Deficit	**-57%**

*based on 2015-2016 general fund expenditures per capita of $735.

Note: Service cost impacts of employees estimated at 1/3 of residents.
Source: Ricker | Cunningham.

The anticipated net **deficit** generated by development of the Apple Valley area would potentially add to the Town's fiscal imbalance, primarily due to the lack of market-supportable nonresidential development.

Summary

The fiscal analysis highlights how critical land use decisions are to a community's financial well-being. The ability to effectively balance revenues and expenditures will ensure that residents will continue to enjoy quality municipal services and community amenities. This analysis has shown that the Town's future short-term land use mix will likely result in a net deficit for the Town, in terms of operating revenues and expenditures. Of the three subareas that comprise the LPPA, only the Eastern Corridor provides an opportunity to accommodate revenue-generating land uses designed to maintain the Town's long-term fiscal health. Lastly, the analysis can be utilized as a tool to measure impacts from

development/redevelopment projects as they come forward. In this way, the Town will be able to “benchmark” revenue and expenditure impacts on a periodic basis.

Section 7:

Implementation

The approach to position the Planning Area for desired investment, and the Town to receive annexation and development requests, is based on an awareness of existing conditions and understanding of desired outcomes, collectively tempered with market realities. Major components of the approach include:

- **vision** for each Subarea (presented earlier)
- parameters for land use decisions throughout the Planning Area, referred to herein as **guiding principles**
- discussion of publicly-led **initiatives** necessary to catalyze private development and leverage public improvements

Development in the Planning Area is anticipated to occur at modest levels over multiple decades based on numerous findings identified during the planning process and presented in previous sections of this Master Plan. Issues that will delay and temper annexation and development requests can generally be organized under the following topics – market, physical, financial, regulatory, and political. While many of the issues, or conditions, within these categories could serve to catalyze investment, others will pose barriers. Based on input received during the planning process, property and business owners within and outside the town boundaries have opinions on both sides of the growth debate. While some would like to see few, if any, improvements, public or private, in the Planning Area; others desire the benefits associated with residing within the town, among them municipal level services and greater access to elected representatives. From the Town's perspective, its fiscal balance sheet, and correspondingly its ability to provide services and public spaces, would benefit from an increase in non-residential development, while its social balance sheet would benefit from both types whereas there are extremely few opportunities within its boundaries to address an increasingly challenging deficit in both affordable and attainable housing units.

The information that follows begins with a summary of barriers, or "but-fors" to investment; followed by a list of guiding principles for use by appointed and elected officials; key findings that informed the planning concepts and required actions; and, then a focused discussion about those initiatives the Town should take in order to "ready the environment" for the type, character, quality and intensity of development that most closely aligns with the stated vision and objectives for each of the subareas and Planning Area as a whole. This said, Lyon's leadership recognizes that even with these efforts, the decision to annex is a discretionary one left to individual property owners. Actions by the Town to

improve investment conditions will not necessarily, or retroactively, result in an increase in the number of these requests.

Barriers to Investment "But-Fors"

1. Town policies and practices
    a. five-acre vote on potential annexations
    b. agreements with individual property owners
    c. reuse of public land
2. Elements of multi-jurisdictional agreements (IGA with Boulder County)
    a. property access
    b. boundaries
    c. limits on land uses
3. Limited net developable acres
    a. floodplains and floodways
    b. standing water
    c. irrigation laterals
    d. conservation easements
    e. topography
    f. threats from fire and flooding
4. Existing and proposed locations of public facilities
    a. Public works (new)
    b. School
5. Resources available to assist with development financing "gaps"
    a. tax increment financing (tif) boundaries
    b. public sources of money (which carry restrictions on ownership and land use

6. Contiguous acres under single ownership
7. Limited locations for viable commercial development
8. Acreage in public ownership (Town, County, Federal)
9. Cost of development given existing conditions
10. Impending fiscal imbalance given zoning of remaining acreage within Town boundaries

Guiding Principles

While the purpose of this Lyons Primary Planning Area Master Plan is to inform land use decisions in the Planning Area, it is a policy, not regulating document. As such, additional resources are needed to protect the vision and ensure alignment among the Town's regulating documents, particularly those that will inform development within its boundaries. Before any inconsistencies or gaps in the code can be addressed, appointed and elected officials should rely on the intentions expressed herein, along with the parameters, or guiding principles, that are intended to serve as a reference for sound decision- making. Regarding amendments to existing regulations and development standards, while general recommendations are provided here, this Plan recommends that a more thorough review be conducted in order to ensure that requirements are appropriate for prevailing and anticipated market conditions, and that they will yield desired results.

Guiding Principles are defined as *representing a broad philosophy that guides the organization throughout its life in all circumstances, irrespective of changes in its goals, strategies, type of work, or the top management filter for decisions at all levels of the organization.*

1. Planning and development will value existing improvements and homes
2. Land uses and product types will advance the town's goal for a more diverse economy (as expressed in the Comprehensive Plan)
3. Homes in the area will address the needs of residents at different life stages and income levels
4. Investment will be high quality, distinctive, and consistent with the area's existing character
5. Mobility improvements in the Planning Area will be both vehicular and non-vehicular, and connect to activity centers within the town
6. Development will balance growth through efficient development partners
7. The scale of development will balance economic feasibility with environmental sensitivity and its physical context

8. Natural and open spaces will be integrated into new developments, yet protected from potential adverse impacts
9. Town will partner with private owners and other property interests in delivering capital and infrastructure improvements to the area
10. Commercial and primary employment uses will be pursued and near-term and encouraged to locate within the CO 66 corridor

Key Findings

1. Existing agreement with Boulder County limit how much development can be accommodated and where within all three subareas.
2. Physical conditions limiting total developable area include – limited access, lack of water and sewer, presence of irrigation laterals (ditches), floodways and floodplains.
3. Ownership, easements and other regulations limit development within individual properties, primarily defined in adopted Boulder County documents and inter-agency agreements.
4. Average size of parcels and their configuration limit the net developable area within parcels and potential for sizable developments, much less a unified development program within the LPPA.
5. Viable parcels for commercial retail development (as determined by their access, visibility, and market depth) are limited to those within the Eastern Corridor.
6. Market support (over the near- and mid-term) for -- retail space that is destination, entertainment and visitor oriented; a range of affordable housing product types, as well as market-rate and estate units; and, employment space requiring warehousing and outdoor storage facilities, all of which could support art and other entrepreneurial pursuits.
7. Financial feasibility of new development and redevelopment due to these factors, as well as economic conditions which set sale and lease rates (land prices, interest rates, absorption activity).
8. Existing Town policies, practices and agreements limit the number of developable parcels (e.g., South St. Vrain) including requirements associated with annexations and reuse of publicly –acquired properties.
9. Few undeveloped parcels remain within the town boundaries, the majority of which are platted for single family detached market rate units.
10. Build-out of undeveloped parcels within the Town boundaries, as currently zoned, will result in a budgetary deficit.
11. Monetary sources for property acquisitions by the Town, and flood recovery improvements limit future improvements.

Strategic Public Initiatives (to overcome barriers and capitalize on market opportunities)

1. Revisit the "five-acre vote" in-light of current market conditions, and findings from this work associated with the Town's fiscal health and limited inventory of viable development sites.
2. Amend specific elements of the existing IGA between Boulder County and the Town of Lyons, particularly the boundaries of the planning area and conversion of property used for access to a conservation easement.
3. Revise the Town's current agreement to retroactively require inclusion in the Lyons Urban Renewal Plan Area upon annexation.
4. Establish a policy that requires that affordable housing units and projects be dispersed throughout the planning area and located in appropriate locations depending on their targeted market.
5. Review existing zoning designations (Eastern Corridor and PUD-MU) in-light of desired development in the planning area, and if necessary, establish a new designation which reflects market realities and more effectively supports expressed intentions.
6. Consider existing design and development guidelines in-light of desired development in the planning area, and if necessary, amend them to reflect market realities and protect the expressed vision.
7. Use the Urban Renewal Authority as a vehicle to acquire and position properties for development by private entities, as well as finance capital improvements.
8. Preclude development of residential units within properties located adjacent to the CO 66 corridor, except those physically integrated into a shared structure with other non-residential uses.
9. Reconsider the current proposed location for the new public works facility in favor of one with limited potential for private development, particularly commercial, yet compliant with the requirements of the funding source.
10. Work with County representatives to resolve conflicting information regarding the status of CR 69 as either a private access or public roadway.
11. Initiate discussion with the St. Vrain School District regarding their long-term facility plan, and specifically intentions, if any, to expand or relocate the Lyons Middle and Senior High School. Ideally, work cooperatively to identify a location and strategy for relocating the existing facility to a new location, and transfer ownership of the current property to the Town for development of affordable housing units.
12. Maintain information regarding annexation processes and legal requirements (restrictions on flagpole annexations, five-acre rule, others), prepared in the context of this planning initiative, on the Town's website in an effort to continue educating the community and

other stakeholders.

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

Subject: Resolution 2016 – 104, a Resolution Approving a Contract Amendment for Town of Lyons Department of Local Affairs (DOLA) Staffing Assistance Grant (EAIF #7640)

Presenter: Victoria Simonsen, Town Administrator

Background:

In 2014 the Town of Lyons applied to DOLA for assistance with various aspects of flood recovery, including seeking funding for additional staff positions.

The Board of Trustees accepted DOLA's Staffing Assistance – Flood Recovery grant by Resolution 2014-83 dated October 6, 2015 (the "Prior Resolution")

Following acceptance of the DOLA grant, and pursuant to authority set forth in the Prior Resolution, the Town and the State of Colorado (acting through DOLA) entered into a grant agreement regarding the Lyons Staffing Assistance – Flood Recovery grant (the "Contract").

The Contract initially funded 15.5 full time equivalent (FTE) positions through December 31, 2016. Due to delayed hiring and staff turnover within these FTE positions and other factors, grant funds provided to the Town under the Contract will not be fully expended by December 31, 2016. The Town desires to retain up to 9.0 FTE through December 31, 2017 to continue work on flood recovery efforts.

Resolution 2016 – 104 approves an amendment to the Contract that will: (1) extend the term of the performance period set forth in the Contract for one year, through December 31, 2017; and (2) will permit the Town to retain up to nine (9) FTE positions to continue to assist with flood recovery efforts. A copy of the Contract Amendment is included in your packet and is attached to Resolution 2016 – 104.

The Contract Amendment authorizes the following nine (9) FTE positions to be retained in calendar year 2017:

- A full-time finance accountant
- Three (3) full-time finance technician positions;
- Three (3) grant coordinators;
- A capital projects manager; and
- A parks project manager.

As set forth in the proposed Contract Amendment, "[t]hese nine (9) positions will provide the capacity to oversee recovery projects, manage documentation required for federal and state reimbursements, and allow regular Town staff to deliver normal services while recovering from the disaster."

No new grant funds are requested. Staff is recommending approval of Resolution 2016 – 104.

TOWN OF LYONS, COLORADO
RESOLUTION NO. 2016 - 104

A RESOLUTION APPROVING A CONTRACT AMENDMENT FOR TOWN OF LYONS DOLA STAFFING ASSISTANCE GRANT (EAIF #7640)

WHEREAS, the Town of Lyons and the State of Colorado acting by and through the Department of Local Affairs ("DOLA") entered into a grant agreement for Lyons Staffing Assistance – Flood Recovery (CMS or CLIN # 73796; Encumbrance #: F15S-7640) (the "Contract"); and

WHEREAS, the Board of Trustees accepted the Staffing Assistance – Flood Recovery grant and authorized execution of the Contract by Resolution 2014-83 dated October 6, 2015; and

WHEREAS, the Town and DOLA entered into the Contract to provide funds to the Town to assist the Town with flood recovery efforts, including the payment of salary and benefits associated with certain staff positions, and to assist the Town with paying overhead costs associated with these staff positions, including but not limited to rent and equipment charges; and

WHEREAS, the Contract initially funded 15.5 full time equivalent (FTE) positions through December 31, 2016; and

WHEREAS, grant funds provided to the Town under the Contract will not be fully expended by December 31, 2016 due to delayed hiring and staff turnover within these FTE positions and other factors; and

WHEREAS, the Town desires to retain up to 9.0 FTE through December 31, 2017 to continue work on flood recovery efforts; and

WHEREAS, no new grant funds are requested; and

WHEREAS, the Town and DOLA desire to extend the Performance Period set forth in the Contract, from December 31, 2016 to December 31, 2017, and additionally desire to amend the Contract to specifically identify the nine (9) positions that will be funded through remaining grant funds through at least the fall of 2017; and

WHEREAS, a copy of the Contract Amendment is attached to this Resolution and is incorporated herein by reference.

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

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

Section 2. The Board of Trustees hereby approves the attached Contract Amendment by and between the Town and the State of Colorado acting by and through DOLA ("Contract Amendment") and further authorizes the Mayor to execute and the Town Clerk to attest the Contract Amendment.

Section 3. This Resolution shall take effect immediately upon its approval by the Board of Trustees.

ADOPTED by a vote of ___ in favor and ___ against this _____ day of November, 2016.

TOWN OF LYONS, COLORADO

_____
Connie Sullivan, Mayor

ATTEST:

_____
Deb Anthony, MMC – Town Clerk

Agenda Item No: VIII - 4
Meeting Date: November 21, 2016

Subject: Discussion/Direction Concerning Marijuana Sales Tax Rate for 2017

Background:

Ordinance 953 was passed on second reading by the Board of Trustees on August 4, 2014 and was placed on a ballot at the November 4, 2016.

The question was passed by the voters with 906 voting yes and 251 voting no.

TOWN OF LYONS, COLORADO

ORDINANCE NO. 953

AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF LYONS AT A SPECIAL TOWN ELECTION TO BE HELD ON NOVEMBER 4, 2014 THE QUESTION OF WHETHER, COMMENCING JANUARY 1, 2015, THE TOWN OF LYONS SHOULD IMPOSE A SALES TAX OF THREE POINT FIVE PERCENT (3.5%) ON THE SALE OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS BY LICENSED RETAIL MARIJUANA FACILITIES AS A NEW TAX PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, REQUIRING REVENUES COLLECTED BY THE TOWN FROM THE NEW TAX TO BE USED ONLY FOR DESIGNATED PURPOSES; AUTHORIZING FUTURE RETAIL MARIJUANA SALES TAX RATE INCREASES TO A MAXIMUM OF 10%; SETTING THE BALLOT TITLE; AND PROVIDING FOR THE CONDUCT OF THE ELECTION

WHEREAS, the Town of Lyons ("Town") is a statutory municipality organized under the laws of the State of Colorado; and

WHEREAS, pursuant to the provisions of C.R.S. Section 31-15-101, et seq., the Town is authorized to levy and collect excise taxes for municipal purposes; and

WHEREAS, on November 6, 2012 the voters of the State of Colorado approved Amendment 64 adding Section 16 to Article XVIII to the Colorado Constitution; and

WHEREAS, the Colorado legislature passed and the governor signed into law HB13-1317, which has come to be known as the "Colorado Retail Marijuana Code;" and

WHEREAS, the Colorado Retail Marijuana Code authorizes the issuance by the state and local authorities of licenses for the lawful sale of retail marijuana by licensed retail marijuana establishments; and

WHEREAS, the Town's Board of Trustees intends to adopt its own local regulations for the sale of retail marijuana and retail marijuana products pursuant to the authority provided in the Colorado Retail Marijuana Code; and

WHEREAS, the Board finds that the adoption of a system of licensing and regulating retail marijuana businesses will impose an administrative and financial burden on the Town, and that a new, dedicated tax on the sale of retail marijuana within the Town is warranted to offset that burden; and

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution, known as the "TABOR Amendment," the Town may not adopt a new tax until and unless the question has been approved by a majority of the voters at a Town election; and

WHEREAS, Article X, Section 20(3) of the Colorado Constitution also provides that TABOR Amendment ballot issues may be decided in a state general election, and a state general election is scheduled for November 4, 2014; and

WHEREAS, the Board finds and determines that there should be submitted to the registered electors of the Town, at a special Town election to be held on November 4, 2014 in conjunction with the coordinated election to be held on that date, as a referred measure, the question of whether effective January 1, 2015 the Town should adopt a new three point five percent (3.5%) tax on the sale of retail

marijuana and retail marijuana products within the Town by licensed retail marijuana establishments, with the revenues collected by the Town from such new tax to be used only for those purposes designated in this ordinance; and with approval to increase such rate up to ten percent (10%) by ordinance without need for additional voter approval; and

WHEREAS, Section 31-11-111(2), C.R.S., provides that the Board or its designee shall fix a ballot title for the referred measure set forth in Section 2 of this ordinance; and

WHEREAS, the Board has determined that it should fix the ballot title for the referred measure set forth in Section 2 of this ordinance.

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

Section 1. Conditioned upon voter approval of the Ballot Issue as set forth in Section 2 of this Ordinance, A new Chapter 1A shall be added to Title 3 of the Lyons Municipal Code to read in its entirety as follows:

CHAPTER 1A

MARIJUANA SALES TAX

SECTION:

3-1A-1: Definitions
3-1A-2: Tax Imposed
3-1A-3: Maximum Authorized Tax Rate
3-1A-4: Collection and Enforcement Procedures
3-1A-5: Use of Collected Tax Revenues
3-1A-6: Rules and Regulations

3-1A-1: DEFINITIONS:

The definitions contained in the Colorado Medical Marijuana Code, the Colorado Retail Marijuana Code, the state administrative regulations adopted pursuant to such statutes, the Town's retail marijuana licensing ordinances, and Chapter 1 of this Title 3, each as amended from time to time, are incorporated into this Chapter by reference.

3-1A-2: TAX IMPOSED: A sales tax is imposed and shall be collected upon the lawful sale of retail marijuana and retail marijuana products by a retailer within the Town at the rate of three point five percent (3.5%) of the purchase price paid by the purchaser thereof rounded off to the nearest penny. The tax shall be collected by the licensed vendor and paid to the Town. The tax imposed by this section is in addition to, and not in lieu of, the sales tax owed and payable to the Town in connection by the State related to the sale of medical marijuana and retail marijuana. No amount of the tax collected pursuant to this Section may be retained by the retailer to cover the expenses of collecting and remitting the tax.

3-1A-3: MAXIMUM AUTHORIZED TAX RATE: The maximum tax rate that may be imposed pursuant to this Chapter is ten percent (10%). At any time on and after January 1, 2016, the Board of Trustees may, by ordinance:

(1) Establish a tax rate that may be imposed pursuant to the Chapter that is lower than ten percent (10%); or

(2) After establishing a tax rate that is lower than ten percent (10%), increase the tax rate to be imposed pursuant to this Chapter, except that in no event shall the rate be increased above ten percent (10%). Notwithstanding any other provision of law, an increase in the tax rate pursuant to this subsection shall not require voter approval such approval having been provided at the November 4, 2014, special Town election.

3-!A-4: COLLECTION AND ENFORCEMENT PROCEDURES: Except for those provisions that by their terms cannot apply, the Town shall administer, collect and enforce the Town's sales tax imposed under this Chapter 1A in similar manner as the administration, collection and enforcement of taxes provided in Title 3, Chapter 1 of this Code except that the State Department of Revenue obligations in Title 3, Chapter 1 shall be obligations of the Town in relation to the tax imposed hereunder.

3-1A-5: USE OF COLLECTED TAX REVENUES: The revenues collected from the Marijuana Sales Tax imposed hereunder shall be used to pay or reimburse the Town for direct and indirect costs incurred for: (i) adequate training, enforcement, and administration of the Town's medical and retail marijuana regulations not otherwise covered by the fees collected by the Town under the Colorado Medical Marijuana Code, the Colorado Retail Marijuana Code, and the Town's ordinances, (ii) monies expended by the Town in connection with drug or drug and alcohol prevention programs and facilities, and for (iii) other general purposes of the Town.

3-1A-6: RULES AND REGULATIONS: The Finance Director shall have the authority from time to time to adopt, amend, alter and repeal administrative rules and regulations as may be necessary for the proper administration of this Chapter and the collection and enforcement of the tax obligations imposed hereby.

Section 2. A special Town election is called and shall be held on Tuesday, November 4, 2014 in connection with the coordinated election that is to be held on that day. At such election there shall be submitted to the vote of the registered electors of the Town, as a referred measured under Article X, Section 20 of the Colorado Constitution and Section 31-11-111(2), C.R.S., the ballot issue hereinafter set forth (the "**Ballot Issue**"). At the said election, the official ballot shall state the substance of the Ballot Issue to be voted upon and, as so stated, shall constitute the ballot title, designation, and submission clause. At such election each registered elector voting at the election shall be given the opportunity to indicate his or her choice on the Ballot Issue (either "Yes/For" or "No/Against"), which shall be in the following form:

SHALL TOWN OF LYONS TAXES BE INCREASED BY $95,000.00 ANNUALLY IN THE FIRST FULL FISCAL YEAR COMMENCING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING, EFFECTIVE JANUARY 1, 2015, A NEW SALES TAX ON THE SALE WITHIN THE TOWN OF RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS AS DEFINED IN THE COLORADO RETAIL MARIJUANA CODE AND APPLICABLE TOWN ORDINANCES, AT THE RATE OF THREE POINT FIVE PERCENT (3.5%) OF THE PRICE PAID BY THE PURCHASER OF THE RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS, WHICH IS HEREBY APPROVED; AND SHALL THE REVENUE RECEIVED BY THE TOWN FROM THE COLLECTION OF SUCH NEW TAX BE USED TO PAY OR REIMBURSE THE

TOWN FOR DIRECT AND INDIRECT COSTS INCURRED OR EXPENDED BY THE TOWN FOR ADEQUATE TRAINING, ENFORCEMENT, AND ADMINISTRATION OF ALL APPLICABLE MARIJUANA LAWS AND REGULATIONS, TO SUPPORT LOCAL DRUG AND ALCOHOL PROGRAMS AND FACILITIES, AND FOR OTHER GENERAL PURPOSES OF THE TOWN, WITH THE RATE OF SUCH SALES TAX BEING ALLOWED TO BE DECREASED OR INCREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF SUCH TAX DOES NOT EXCEED 10%; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION ?
YES _____ NO _____

Section 3. In connection with the fixing of the ballot title for the Ballot Issue, the Town Board of Trustees of the Town of Lyons finds and determines as follows:

A. The Town Board of Trustees finds that the general understanding of the effect of a "yes" or "no" vote on the Ballot Issue will be clear to the electors.
B. The ballot title for the Ballot Issue will not conflict with those titles selected for any other Town measure that will appear on the ballot at the November 4, 2014 special Town election; and
C. The ballot title for the Ballot Issue correctly and fairly expresses the true intent and meaning of the measure.

Section 4. If a majority of all the votes cast at the election shall be for the Ballot Issue set forth in Section 2 of this ordinance, the amendments to the Lyons Municipal Code set forth in full in Section 1 of this Ordinance shall be deemed to have been adopted and shall become effective January 1, 2015, and on such date the Town of Lyons shall be authorized to collect, retain, and expend the full amount of the tax revenues collected by the Town as a result of the new sales tax approved by the Ballot Issue separate and apart from any other expenditures of the Town which may be limited pursuant to Article X, Section 20 of the Colorado Constitution, or any other state restriction on the Town's fiscal year revenue or spending, and the increased tax revenues authorized for collection, retention and expenditure by the passage of the Ballot Issue shall not be counted in any such spending limitation. If a majority of all the votes cast at the election shall be against the Ballot Issue the amendments to the Lyons Municipal Code set forth in full in Section 1 of this ordinance shall be deemed to have been defeated, and such amendments to the Lyons Municipal Code shall not become effective.

Section 5. The special Town election on November 4, 2014 to consider the Ballot Issue shall be conducted as a coordinated election with Boulder County. The Boulder County Clerk and Recorder shall conduct the special Town election on behalf of the Town. The cost of the election with respect to the Ballot Issue shall be paid from the general fund of the Town.

Section 6. The Town Board of Trustees approves of and authorizes the Mayor to execute the intergovernmental agreement with the Boulder County Clerk and Recorder for participation in the November 2014 coordinated election in substantially the form as attached hereto as Exhibit A.

Section 7. The officers of the Town are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance. All action previously taken by the officers of the Town with respect to the Ballot Issue is ratified, confirmed, and approved.

Section 8. The Town Clerk, or the coordinated election official if so provided by intergovernmental agreement, shall give or cause to be given the notice of election required by Section 1-5-205, C.R.S. Additionally, the Town Clerk shall cause the notice required by Section 20(3)(b) of Article X of the Colorado Constitution to be prepared and delivered in accordance with the requirements of applicable law.

Section 9. The Town Clerk shall serve as the designated election official of the Town the purposes of performing acts required or permitted by law in connection with the election on the Ballot Issue, and shall take such action as may be required to comply with all applicable laws pertaining to the conduct of the election.

Section 10. The Board of Trustees finds, determines, and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town of Lyons and the inhabitants thereof.

Section 11. This Ordinance is not subject to the people's reserved power of referendum because it calls a special election.

INTRODUCED AND PASSED ON FIRST READING THIS 21ST DAY OF JULY 2014.

ADOPTED, APPROVED AND ORDERED PUBLISHED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS MEETING HELD ON THE 4TH DAY OF AUGUST, 2014, BY A VOTE OF 7 IN FAVOR, 0 AGAINST, AND 0 ABSTAINING.

TOWN OF LYONS

By:_____
John E. O'Brien, Mayor

ATTEST:

By:_____
Debra K. Anthony, Town Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN the Town of Lyons AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE CONDUCT AND ADMINISTRATION OF THE 2014 GENERAL ELECTION TO BE HELD NOVEMBER 4, 2014

This Intergovernmental Agreement for coordinated election ("IGA"") is made and entered into by and between Town of Lyons (the "Jurisdiction"), and the County Clerk and Recorder for Boulder County, Colorado (the "County Clerk" or "Clerk") (together "the Parties").

1. RECITALS AND PURPOSES

1.1 The County Clerk and the Jurisdiction are each authorized to conduct elections as provided by law; and

1.2 The election to be held on November 4, 2014 (the "Election") shall be conducted as a "mail ballot election" as defined in the Uniform Election Code of 1992 ("the Code") and the Rules and Regulations of the Colorado Secretary of State ("the Rules"); and

1.3 Pursuant to §1-7-116(2), Colorado Revised Statutes ("C.R.S."), the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election; and

1.4 Section 20 of Article X of the Colorado Constitution ("TABOR") requires the production of a mailed notice ("TABOR Notice") concerning tax and liability ballot issues that will be submitted to the electors of Boulder County; and

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and landowners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the coordinated election and provide for a reasonable sharing of the actual costs of the coordinated election among the County and other participating political subdivisions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which is acknowledged, the Parties agree as follows:

2. GENERAL MATTERS

2.1 The County Clerk shall act as the chief designated election official in accordance with C.R.S. §1-1-110 and will be responsible for the administration of the Election as detailed in the Code and the Rules.

2.2 The County Clerk designates Molly Tayer as the "Contact Officer" to act as the primary liaison or contact between the County Clerk and the Jurisdiction. The Contact Officer shall act under the authority of the Clerk and shall have primary responsibility for the coordination of the Election for the Jurisdiction and performance of obligations assigned to the County Clerk hereunder. The Jurisdiction designates «Name», «Position» as its "Election Officer" who shall act as the primary liaison between the Jurisdiction, the County Clerk and the Contact Officer and who shall have primary responsibility for the management and performance of the Jurisdiction's obligations under this IGA. If the Code requires a "designated election official" within the Jurisdiction to perform tasks, the Election Officer shall act as such designated election official. Nothing in this IGA relieves the County Clerk or the Jurisdiction's Governing Board from their official responsibilities for the conduct of the Election.

2.3 ***Term.*** The term of this IGA shall be from the date set forth above through December 31, 2014.

3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 ***Initial ballot layout.*** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The ballot text must be satisfactory to the Clerk. Furthermore, no content changes by the Jurisdiction shall be allowed after the September 8, 2013 certification of the ballot, without the approval of the County Clerk or as directed by the Clerk. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction's review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements.

3.2 ***Final ballot layout.*** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Jurisdiction shall return the final draft form ballot proofs on or before September 5, 2014 the sixtieth day before the election. The Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 ***Ballot printing and mailing.*** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the Jurisdiction; address a mail ballot packet to each elector within the Jurisdiction; and mail the ballots between 22 days and 18 days before Election Day, or between October 14, 2014 and October 17, 2014. In cooperation and coordination with the Clerk, the vendor shall perform the printing, preparation of the ballots for mailing, and the mailing of the ballots.

3.4 ***Voter Service and Polling Centers.*** The County Clerk shall provide Voter Service and Polling Centers from October 14, 2014 through Election Day. The County Clerk will hire and train staff to operate Voter Service and Polling Centers in a minimum of 13 locations across Boulder County.

3.5 ***Additional ballots.*** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular and provisional ballots to electors in the manner and method required by the Code.

3.6 ***Mail ballots.*** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; a secrecy sleeve (if the type of ballot requires such secrecy sleeve to maintain the privacy of the vote); an inner verification/return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 ***Ballot security.*** The County Clerk will track inventory and provide security for all ballots as required by the Code.

3.8 ***Election Judges.*** The County Clerk will appoint, train, provide written materials to and pay a sufficient number of qualified election judges to receive and process the voted ballots.

3.9 ***TABOR Notice.*** If applicable, the County Clerk, through a vendor, will distribute to all Boulder County registered electors households the printed TABOR Notice submitted by the Jurisdiction along with those of other jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the Notice Package shall be shared on a prorated basis as further described in section 6 below. The Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to notice.

3.10 ***Testing.*** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code.

3.11 ***Election Support***. The County Clerk will provide support to the Election Officer via telephone or in person throughout the Election process and during all ballot-counting procedures for the Election.

3.12 ***Tally.*** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The Clerk will release initial election returns after 7:00 p.m. on the date of the Election. With the exception of Provisional Ballots, all ballots received by 7:00 p.m. on November 4, 2014 shall be counted the night of the Election. The unofficial results will be published to the County website following the completion of the Election Day

counting. The Clerk will count and tally valid cured and provisional ballots on or before 7:00 pm on November 18, 2014.

4. RESPONSIBILITIES OF JURISDICTION

4.1 ***Boundaries of Jurisdiction.*** If any annexations to the Jurisdiction have occurred between January 1, 2014 and September 8, 2014, the jurisdiction is responsible for informing the County Clerk in writing by September 8, 2014.

4.2 ***Ballot content and layout.*** No later than September 4, 2014 the Election Officer shall certify the ballot order and content for the Jurisdiction and deliver the certification ballot layout to the County Clerk. The ballot layout shall be in a form acceptable to the Clerk. Ballot content layout shall not include any: graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot issues or ballot questions the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in C.R.S. §1-5-412 at the Jurisdiction's expense.

4.3 ***Audio for visually impaired.*** Within 7 days of the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall submit to the Clerk a high quality audio recording with the name of each candidate clearly spoken on the recording. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall make any modifications to the audio recording requested by the County Clerk.

4.4 ***TABOR Notice.*** The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot issue(s) in the manner required by Article X, Section 20 of the Colorado State Constitution by September 22, 2014. The submission will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and allow the Jurisdiction time to proofread their portion of the TABOR Notice.

4.5 ***Final layout.*** The Jurisdiction shall timely make any modification to the ballot layout or audio recording(s) requested by the County Clerk. The Jurisdiction shall review, proofread, and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and if applicable TABOR Notice within 24 hours of the County Clerk providing the Jurisdiction with the copy to be proofed.

4.6 ***Testing.*** The Jurisdiction must provide two people to participate in Logic and Accuracy Tests, which will be scheduled during the week of October 7, 2014, and may take place over a number of days.

4.7 ***Cancellation of Election by the Jurisdiction***. If the Jurisdiction resolves not to hold the election or to withdraw a ballot issue, the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk may be informal. The Jurisdiction shall provide proof of the Jurisdiction's formal action canceling the election or withdrawing a ballot issue(s) as soon as practicable after the Jurisdiction's formal action. The Jurisdiction shall promptly pay the County Clerk the full actual costs of the County Clerk relating to the Jurisdiction's election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication of such cancellation or withdrawal of ballot or question(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot issue(s) or question(s) in the office of the County Clerk, and the Election Officer shall post notice of the cancellation at all buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in C.R.S. §1-5-208.

4.8 ***Results.*** Following certification of the Jurisdiction's final results, the Jurisdiction shall issue a certified statement of results by the statutory deadline, November 24, 2014.

5. PROVISIONS UNIQUE TO SPECIAL DISTRICTS

5.1 ***Boundaries of Jurisdiction.*** No later than the date this IGA is signed by the Jurisdiction, the Jurisdiction shall either confirm that the map of its boundaries provided to the County Clerk and County Assessor in January of 2014 is current and accurate or provide an accurate map. The Jurisdiction is responsible for ensuring that its boundaries are accurately defined in the Assessor's database because the County Clerk uses this database to identify eligible voters.

5.2 ***Multi-county special district jurisdictions.*** If the Jurisdiction's boundaries include areas outside of Boulder County, the Jurisdiction is required to provide the County Clerk with a list of the real property owners owning property in those areas outside of Boulder County.

5.3 ***Non-resident property owners entitled to vote.*** Where non-resident property owners are entitled to vote in the Jurisdiction's election, the Jurisdiction shall provide the County Clerk with a list of such property owners. The Clerk shall review the list and may amend the list if additional qualified electors are identified. The Clerk will send the electors identified by the Jurisdiction and the Clerk a letter that provides TABOR Notice and also includes a request for a landowner mail ballot.

6. PAYMENT

6.1 ***Intent.*** This section addresses the reasonable sharing of the actual cost of the Election among the County and the political subdivisions participating in the Election.

6.2 ***Responsibility for costs.*** The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the coordinated election on behalf of the Jurisdiction.

6.3 ***State Election Costs.*** The State of Colorado's share of the costs of conducting the election shall be reimbursed as established by the Code, and the Jurisdiction shall not be responsible for any portion of the election costs attributable to the state.

6.4 ***Invoice.*** The Jurisdiction shall pay the County Clerk the Jurisdiction's share of the Clerk's costs and expenses in administering the Election within thirty days of receiving an invoice from the Clerk. If the invoice is not timely paid by the Jurisdiction, the Clerk, in his or her discretion, may charge a late fee not to exceed 1% of the total invoice per month.

6.5 ***Cost Allocation.*** The County Clerk will determine the jurisdiction's invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the coordinated election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR notice publication and mailing costs will also be billed for in the invoice. The Jurisdiction agrees to pay the invoice within 30 days of receipt unless the Clerk agrees to a longer period of time.

6.6 ***Estimate.*** Within 14 days of the execution of this IGA, the Clerk will provide an estimate of the invoice amount based on historic election costs and available information regarding the scale and number of participants in the election. The estimate and this subparagraph shall constitute the Clerk's cost estimate as specified in C.R.S. 1-5-507.

6.7 ***Disputes.*** The Parties shall attempt to resolve disputes about the invoice or payment of the invoice informally. If the Parties cannot reach an informal resolution, disputes regarding the invoice or the payment of the invoice shall be filed in Boulder County or District Court, depending on the amount.

7. MISCELLANEOUS

7.1 ***Notices to Parties.*** Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax was received to the fax numbers of the Parties as set forth below or to such party or addresses as may hereafter be designated in writing.

To County Clerk:	To: Election Officer
Molly Tayer, Elections Coordinator	
1750 33rd St., Suite 200	
Boulder, CO 80301-2546	City, State
303-413-7745	

Fax: 303-413-7728	- Fax:
E-mail: mtayer@bouldercounty.org	- E-mail:

7.2 ***Amendment.*** This IGA may be amended only in writing, and following the same formality as the execution of the initial IGA.

7.3 ***Integration***. The Parties acknowledge that this IGA constitutes the sole agreement between them relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party.

7.4 ***Waiver of claims.*** The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified in paragraph 7.5 below and claims arising out of willful and wanton acts of the Clerk.

7.5 ***Limitation of damages***. If a lawsuit is filed challenging the validity of the Jurisdiction's election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction's election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the Clerk shall refund all amounts paid to the Clerk under section 6 above. The Clerk shall not be responsible for any other judgment, damages, costs, or fees.

7.6 ***Conflicts of this IGA with the Law, impairment***. If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

7.7 ***Time of essence***. Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

7.8 ***Good faith***. The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

7.9 ***Third party beneficiary***. The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this IGA shall give or allow any claim or right of action by any other or third person. It is the express intent of the Parties that any person receiving services or benefits under this IGA shall be deemed an incidental beneficiary.

IN WITNESS WHEREOF, the Parties have signed this IGA.

Boulder County

Hillary Hall Date
Boulder County Clerk and Recorder

Molly Tayer Date
Election Contact Officer

Jurisdiction

8/4/14
Date
Jurisdiction Administrator (Mayor John O'Brien)

D Anthony 8/4/2014
Date
Elections Officer
Deb Anthony, Town Clerk