



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Agenda

### Town Council

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Tuesday, August 12, 2025

6:30 PM

Council Chambers

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[Link to Watch or Comment Virtually: https://bit.ly/TC2025-2ndTuesday](https://bit.ly/TC2025-2ndTuesday)

#### I. Call Meeting to Order and Pledge of Allegiance

6:30 p.m.

#### II. Roll Call

#### III. Approval of the Agenda

#### IV. Consent Agenda

6:30 - 6:35 p.m.

[25-137](#)

Approval of the July 22, 2025 Town Council Meeting Minutes

Attachments:

[07-22-2025 Council Minutes](#)

[25-455](#)

Approval of July 29, 2025 Town Council Special Meeting Minutes

Attachments:

[07-29-2025 Council Special Meeting Minutes](#)

[25-367](#)

A Resolution of the Town Council of the Town of Erie Approving the Assignment of the Town of Erie 2025 Private Activity Bond Allocation to the Colorado Housing and Finance Authority

Attachments:

[Resolution 25-131](#)

[Assignment of Allocation](#)

[Request from BCHA](#)

[Town of Erie Private Activity Bond Allocation Notice Letter](#)

[25-414](#)

A Resolution of the Town Council of the Town of Erie Approving the Third Amendment to Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C. for the Erie Town Center

Attachments:

[Resolution 25-135](#)

[Third Amendment to the DDA](#)

[Existing DDA](#)

[25-427](#) An Ordinance of the Town Council of the Town of Erie Accepting the Transfer of Real Property from Morgan Hill Metropolitan District No. 3 to the Town and Approving the Associated Special Warranty Deed

**Attachments:** [Ordinance 027-2025](#)  
[Deed](#)

[25-432](#) A Resolution of the Town Council of the Town of Erie Approving the Terms and Conditions for the Sale of Power Generation System Accompanying a Purchase Order from Cummins, Inc.

**Attachments:** [Resolution 25-139](#)  
[Agreement Amendment](#)  
[Cummins Purchase Agreement](#)

[25-417](#) A Resolution of the Town Council of the Town of Erie Approving an Amendment to the Construction Contract with Territory Unlimited, Inc. for the Erie Commons Irrigation Pond Improvements

**Attachments:** [Resolution 25-137](#)  
[Erie Commons Irrigation Pond Amendment](#)

[25-422](#) A Resolution of the Town Council of the Town of Erie Approving the Second Amendment to the Development Agreement for Westerly Filing No. 1

**Attachments:** [Resolution 25-134](#)  
[Second Amendment to Development Agreement \(Westerly Filing No. 1\)](#)  
[First Amendment to Development Agreement \(Westerly Filing No. 1\)](#)  
[Original Development Agreement \(Westerly Filing No. 1\)](#)

[25-408](#) A Resolution of the Town Council of the Town of Erie Approving the Engagement Letter and Legal Services Agreement with the Law Firm of Lyons Gaddis for Water Legal Matters

**Attachments:** [Resolution 25-129](#)  
[Introduction and File Transfer Request Letter](#)  
[Engagement Letter](#)

[25-457](#) A Resolution of the Town Council of the Town of Erie Appointing Alex Wicks to the Historic Preservation Advisory Board.

**Attachments:** [Resolution 25-141](#)  
[Alex Wicks Application](#)

[25-425](#)

A Resolution of the Town Council of the Town of Erie Approving the First Amendment to the Construction Contract with JOC Construction for the Kenosha Farms Culvert Replacement

**Attachments:**[Resolution 25-140](#)[Kenosha Farms Culvert Amendment](#)**V. Public Comment On Non-Agenda and Consent Items only.**

6:30 - 6:45 p.m.

*(This agenda item provides the public an opportunity to discuss items that are not on the agenda or consent agenda items only. The Town Council is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)*

**VI. General Business**[25-437](#)

A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with JOC Construction for the Construction of the Erie Makerspace

**Attachments:**[Resolution 25-136](#)[Construction Contract](#)

6:45 - 6:55 p.m.

*Presenter(s): Luke Bolinger, Director of Parks & Recreation*

*Stephanie Pitts-Nagus, Economic Development Manager*

[25-368](#)

Housing Needs Assessment Requirement of SB24-174

**Attachments:**[Staff Report](#)[DRCOG Regional Housing Needs Assessment](#)[SB24-174 Signed Act](#)[Staff Presentation](#)

6:55 - 7:40 p.m.

*Presenter(s): Eric Leveridge, Housing Management Analyst*

[25-214](#)

PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Amending Chapters 6 and 7 of Title 10 of the Erie Municipal Code Removing Alternative Standards for Affordable Housing Projects

**Attachments:**

[Ordinance No. 023-2025](#)

[PC Resolution No P25-07](#)

[Staff Report](#)

[Staff Presentation](#)

[Planning Commission Meeting Minutes May 7](#)

[Planning Commission Meeting Minutes June 18](#)

[Public Comment to Planning Commission June 18](#)

[Draft Planning Commission Meeting Minutes July 2](#)

[Notice](#)

7:40 - 8:40 p.m.

Presenter(s): Sarah Nurmela, Planning and Development Director  
Kelly Driscoll, Planning Manager

**VII. Council Member Reports and Announcements**

8:40 - 8:55 p.m.

**VIII. Adjournment**

8:55 p.m.

*(The Town Council's Goal is that all meetings be adjourned by 10:30pm. An agenda check will be conducted at or about 10:00 p.m., and no later than at the end of the first item finished after 10:00 p.m. Items not completed prior to adjournment will generally be taken up at the next regular meeting.)*





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-137, **Version:** 1

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**SUBJECT:**

Approval of the July 22, 2025 Town Council Meeting Minutes

**DEPARTMENT:** Administrative Operations

**PRESENTER(S):** Debbie Stamp, Town Clerk

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

NA

**POLICY ISSUES:**

NA

**STAFF RECOMMENDATION:**

Approve the minutes from the July 22, 2025 Town Council Meeting.

**SUMMARY/KEY POINTS**

NA

**BACKGROUND OF SUBJECT MATTER:**

NA

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☐ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☐ Small Town Feel
- ☐ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

**ATTACHMENT(S):**

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**File #:** 25-137, **Version:** 1

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Add items in a numbered list OR delete this list and change to N/A.

1. 07-22-2025 Council Minutes



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Minutes

### Town Council

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Tuesday, July 22, 2025

6:30 PM

Council Chambers

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**Link to Watch or Comment Virtually: <https://bit.ly/TC2025-4thTuesday>**

#### I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 6:30 p.m.

#### II. Roll Call

**Present:** 6 - Mayor Moore, Council Member Pesaramelli, Council Member O'Connor, Council Member Baer, Council Member Mortellaro, and Council Member Hoback

**Absent:** 1 - Mayor Pro Tem Bell

#### III. Approval of the Agenda

**Council Member Baer made a motion to approve the agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 6:31 p.m.**

**Ayes** 6 - Mayor Moore  
Council Member Pesaramelli  
Council Member O'Connor  
Council Member Baer  
Council Member Mortellaro  
Council Member Hoback

**Absent** 1 - Mayor Pro Tem Bell

#### IV. Consent Agenda

[25-136](#) Approval of the July 8, 2025 Town Council Meeting Minutes

**Attachments:** [07-08-2025 Council Minutes](#)

[25-434](#) Approval of the July 15, 2025 Town Council Special Meeting Minutes

**Attachments:** [07-15-2025 Special Council Minutes](#)

[25-418](#) A Resolution of the Town Council of the Town of Erie Appointing Shannon Dodge and Dan Weed to the Board of Adjustment and Appeals.

**Attachments:** [Shannon Dodge Application](#)  
[Dan Weed Application](#)  
[Resolution 25-130 Appointing Shannon Dodge and Dan Weed to the Board of Adjustment and Appeals](#)

**Council Member O'Connor made a motion to approve the Consent Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 6:32 p.m.**

**Ayes** 6 - Mayor Moore  
Council Member Pesaramelli  
Council Member O'Connor  
Council Member Baer  
Council Member Mortellaro  
Council Member Hoback

**Absent** 1 - Mayor Pro Tem Bell

#### **V. Public Comment On Non-Agenda and Consent Items only.**

Mayor Moore read the Public Comment rules and opened Public Comment at 6:34 p.m.

The following spoke:

1. Claire Scott spoke about Affordable Housing.

With no additional speakers in person or online virtually, the Mayor closed Public Comment at 6:37 p.m.

#### **VI. General Business**

[25-383](#)

PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Approving a Planned Development for the Real Property Known as North Westerly

**Attachments:** [1 ORDINANCE 022-2025](#)  
[2 NW PD Staff Report](#)  
[3 NW PD Staff Presentation](#)  
[4 Applicant Presentation](#)  
[5 North Westerly PD Zone Map](#)  
[Applicant Final Materials 1](#)  
[Applicant Final Materials 2](#)  
[Applicant Final Materials 3](#)  
[Applicant Materials Links to All Submittal Materials](#)  
[All Reviews in Central Square](#)  
[5th Review Comments COMBINED](#)  
[4th Review Comments COMBINED](#)  
[3rd Review Comments COMBINED](#)  
[2nd Review Comments COMBINED](#)  
[1st Review Comments COMBINED](#)  
[Neighborhood Meeting Summary](#)  
[Affidavit of Public Hearing Notice](#)  
[Planning Commission Minutes 2025-06-04](#)  
[North Westerly - Vested Rights Written Request](#)

Mayor Moore opened the Public Hearing at 6:38 p.m.

Aly Burkhalter, Sr. Planner, presented the item at 6:39 p.m.

Jim Henry, Southern Land Company, and John Prestwick, PCS Group, presented on this item at 7:01 p.m.

Mayor Moore opened the Public Comment portion of the Public Hearing at 7:34 p.m.

The following spoke:

1. Dwayne Drummond
2. Richard Schillawski
3. Tim Staggs

Mayor Moore closed the Public Comment portion of the Public Hearing at 7:42 p.m.

The Public Hearing closed at 8:44 p.m.

**Council Member Hoback made a motion to approve Ordinance 022-2025. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 8:45 p.m.**

**Ayes** 6 - Mayor Moore  
Council Member Pesaramelli  
Council Member O'Connor  
Council Member Baer  
Council Member Mortellaro  
Council Member Hoback

**Absent** 1 - Mayor Pro Tem Bell

## VII. Council Member Reports and Announcements

Council Members spoke about the new Community Fruit Program taking place at the end of August; they reminded residents to complete the Town survey; and Balloon Fest & Glow turned out well. Council Member Baer attended the Mission Impossible Rail Commission hosted by Mayor Peck of Longmont; Colorado's Poet Laureate Andrea Gibson passed away this week; a reminder to please keep your good dogs on a leash; and Mayor Moore attended the Rotary Paint Recycling event.

## VIII. Executive Session

**Council Member O'Connor made a motion to go into Executive Session. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 9:25 p.m.**

**Mayor Moore indicated that the meeting would adjourn at the end of Executive Session.**

**Ayes** 6 - Mayor Moore  
Council Member Pesaramelli  
Council Member O'Connor  
Council Member Baer  
Council Member Mortellaro  
Council Member Hoback

**Absent** 1 - Mayor Pro Tem Bell

### [25-433](#)

EXECUTIVE SESSION: (1) to hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding the Town's flag policy; and (2) to hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b); to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for which a topic cannot be disclosed without compromising the purpose of the executive session.

## IX. Adjournment

Approved \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-455, **Version:** 1

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**SUBJECT:**

Approval of July 29, 2025 Town Council Special Meeting Minutes

**DEPARTMENT:** Administrative Operations

**PRESENTER(S):** Debbie Stamp, Town Clerk

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

NA

**POLICY ISSUES:**

NA

**STAFF RECOMMENDATION:**

Approve the minutes from the July 29, 2025 Town Council Special Meeting.

**SUMMARY/KEY POINTS**

NA

**BACKGROUND OF SUBJECT MATTER:**

NA

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☐ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☐ Small Town Feel
- ☐ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible



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**File #:** 25-455, **Version:** 1

---

**ATTACHMENT(S):**

1. 07-29-2025 Council Special Meeting Minutes



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Minutes

### Town Council

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Tuesday, July 29, 2025

6:00 PM

Council Chambers

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#### Special Meeting

**Link to Watch or Comment Virtually:**

**<https://bit.ly/TownCouncilSPECIALMeeting07-29-2025>**

#### I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 6:00 p.m.

#### II. Roll Call

**Present:** 7 - Mayor Moore, Mayor Pro Tem Bell, Council Member Pesaramelli, Council Member O'Connor, Council Member Baer, Council Member Mortellaro, and Council Member Hoback

#### III. Approval of the Agenda

**Mayor Pro Tem Bell made a motion to approve the Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 6:01 p.m.**

**Ayes** 7 - Mayor Moore  
Mayor Pro Tem Bell  
Council Member Pesaramelli  
Council Member O'Connor  
Council Member Baer  
Council Member Mortellaro  
Council Member Hoback

#### IV. Public Comment On Non-Agenda and Consent Items only.

Mayor Moore opened Public Comment at 6:03 p.m.

With no speakers in person or online virtually, Mayor Moore closed Public Comment at 6:03 p.m.

#### V. General Business

[25-428](#)

Presentation - Richard Wobbekind, University of Colorado, Leeds School of Business

**Attachments:** [Wobbekind Presentation](#)

Richard Wobbekind, University of Colorado, Leeds School of Business, presented the item at 6:05 p.m.

[25-420](#)

Compensation Market Study Presentation

**Attachments:** [Market Study PowerPoint](#)

Alicia Melendez, Human Resources Director, introduced the item at 7:40 p.m.

Laurie Graves, Graves Consulting, presented the item at 7:41 p.m.

[25-435](#)

2026 Budget Forecast and Assumptions

**Attachments:** [Budget Study Session 7.29 2025 Presentation](#)

Sara Hancock, Finance Director, and Cassie Bethune, Budget & Fiscal Manager, presented the item at 8:40 p.m.

There was consensus that Council trusts staff to prepare a recommended 2026 budget reflecting the priorities identified in the presentation and staff's assumptions of a "Somewhat Constrained" revenue forecast are reasonable, with the caveat that if there are big events in the economy we would need to adjust.

## VI. Adjournment

Mayor Moore adjourned the meeting at 9:48 p.m.

Approved \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-367, **Version:** 1

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**SUBJECT:**

**A** Resolution of the Town Council of the Town of Erie Approving the Assignment of the Town of Erie 2025 Private Activity Bond Allocation to the Colorado Housing and Finance Authority

**DEPARTMENT:** Planning & Development

**PRESENTER(S):** Eric Leveridge, Housing Management Analyst

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

N/A

**POLICY ISSUES:**

The Town of Erie's adopted Affordable Housing Policies include a provision that the Town will actively collaborate with the Boulder County Regional Housing Partnership to advance efforts to achieve the region's goal of 12% affordable housing by 2035. This assignment of the Town's Private Activity Bond (PAB) allocation to Boulder County Housing Authority's Willoughby Corner development supports this policy.

**STAFF RECOMMENDATION:**

Staff recommends that the Town assign its 2025 PAB allocation of \$2,316,811 to the Colorado Housing and Finance Authority (CHFA) so the allocation is used towards Willoughby Corner Affordable Housing Development in Lafayette.

**SUMMARY/KEY POINTS**

- Council approval is required to assign the Town's Private Activity Bond (PAB) allocation.
- The Town has determined that it has no immediate need for this allocation.
- The Town has historically assigned the Town's PAB allocation to other affordable housing developments in the region. This includes Willoughby Corner in 2022.
- Willoughby Corner has again requested the assignment of Town of Erie's allocation.

**BACKGROUND OF SUBJECT MATTER:**

Private Activity Bonds (PAB) are allocated annually by the State to the Town of Erie. The 2025 allocation for Erie is \$2,316,811. PAB's are tax-exempt bonds issued by or on behalf of local or state government for the purpose of providing special financing benefits for qualified projects. The financing is most often for projects of a private user, and the government generally does not pledge its credit. These bonds are used to attract private investment for projects that have some public benefit. Strict rules apply as to which projects qualify (e.g., single-family mortgage revenue bonds sold by local or state agencies, affordable housing projects, hazardous waste facilities, small issue manufacturing industrial development bonds for construction of manufacturing facilities, among others). This type of bond results in reduced financing costs because of the exemption from federal tax.

Each year the IRS publishes the maximum amount of PAB's each state may issue, referred to as its "cap". Pursuant to Federal legislation, each state is authorized to allocate rights to issue PABs to various state agencies, county and local governments. In Colorado, just under half of the State cap is allocated to the Colorado Housing and Finance Authority (CHFA). The remaining cap is allocated to the State's counties and municipalities that exceed a minimum population size. Erie received an allocation of \$2,316,811 in 2025.

Allocations of PABs expire each Sept. 15 unless one of two actions is taken. If a specific project is planned that will utilize PABs, the local government can roll over its allocation for up to three years. Alternatively, the local government can reallocate its allocation to CHFA either associated with a project or to go back to the State allotment. CHFA can then use the allocated PABs to further its mission "to increase the availability of affordable, decent, and accessible housing for lower income Coloradans." Since the Town of Erie does not have immediate need of the PAB allocation, staff recommend assigning its 2025 allocation to the Boulder County Housing Authority project Willoughby Corner.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☐ Attractive Community Amenities
- ☒ Engaged and Diverse Community
- ☒ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☒ Small Town Feel
- ☐ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☒ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution 25-131
2. Assignment of Allocation

3. Request from BCHA
4. Town of Erie Private Activity Bond Allocation Notice Letter

**Town of Erie  
Resolution No. 25-131**

**A Resolution of the Town Council of the Town of Erie Approving  
the Assignment of the Town of Erie 2025 Private Activity Bond  
Allocation to the Colorado Housing and Finance Authority**

**Whereas**, the Town wishes to assign its 2025 Private Activity Bond allocation in the amount of \$2,316,811 to the Colorado Housing and Finance Authority ("CHFA") to be used toward the Willoughby Corner project; and

**Whereas**, the Town Council determines that it is in the best interest of the public health, safety and welfare to approve the Assigned Allocation to CHFA.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado that:**

**Section 1.** The Assignment of the Town's 2025 Private Activity Bond allocation in the amount of \$2,316,811 to CHFA is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Assignment on behalf of the Town.

**Adopted this 12<sup>th</sup> day of August, 2025.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



## assignment of allocation - town

### Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, is between the Town of \_\_\_\_\_ Colorado (the "Assignor" or the "Jurisdiction") and the Colorado Housing and Finance Authority (the "Assignee").

#### WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single- family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2025 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2025, (the "2025 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2025 Allocation; and

WHEREAS, the Assignor has determined that the 2025 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2025 Allocation assigned herein; and



WHEREAS, the Town Board/Council of the Assignor has determined to assign to the Assignee all or a portion of its 2025 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$\_\_\_\_\_ of its 2025 Allocation (the "Assigned Allocation"), subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.
2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multifamily rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.
3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.
4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.
5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.
6. This Assignment is effective upon execution and is irrevocable.
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

Town of \_\_\_\_\_, Colorado

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COLORADO HOUSING AND FINANCE  
AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# Department of Housing

Mailing Address: P.O. Box 471 • Boulder, Colorado 80306

[www.BoulderCountyHousing.org](http://www.BoulderCountyHousing.org)

To: MJ Adams, Town of Erie Affordable Housing Manager  
From: Boulder County Housing Authority  
Re: PAB Request for Willoughby Phases 2 & 3

28 March, 2025

Dear MJ,

Boulder County Housing Authority (BCHA) is formally requesting the Town of Erie allocate its 2025 PAB cap to be used on the next phases of Willoughby Corner. We appreciate your support in the past and appreciate your consideration this year!

In late 2024, BCHA completed Phase 1 and opened the first doors at Willoughby Corner, providing much-needed affordable housing in Boulder County. BCHA is now developing the remainder of the neighborhood. Phase 2 includes 128 rental apartments for residents making 30-60% AMI. Several permanently supportive units will be set-aside and designed specifically for people with intellectual and developmental disabilities. Phase 3 will be comprised of up to 80 deed-restricted for-sale homes available to those making less than 120% AMI. BCHA is excited to partner with the City of Lafayette to provide their first ever for-sale affordable homes.

BCHA is a leader in the affordable housing market when it comes to sustainability. The first phase of Willoughby Corner is all-electric, Net-Zero Ready Homes certified, compliant with Enterprise Green Communities and utilizes geothermal and on-site solar PV systems. BCHA will continue the commitment to sustainability in the next phases.

Phases 2 and 3 include the construction of apartment, townhome and duplex buildings; robust landscaping, gardens and recreation facilities; water rights; and a community space with resident amenities, staff offices and a maintenance workshop. The project also delivers over \$15M in new public infrastructure to benefit the entire community.

Although early in the development process, Phase 2 total development cost is estimated at \$75M and Phase 3 is projected to be \$65M. Funding will include 4% and 9% Low-Income Housing Tax Credits, Worthy Cause funds, Colorado Department of Housing funds, conventional construction and permanent debt, sales proceeds, and other soft sources.

Please let me know if you have any further questions about the project.

Thank you!

Molly Chiang

BCHA Director of Development

January 15, 2025

Malcolm Fleming  
Town Administrator  
Erie

Re: Private Activity Bond Allocation of \$2,316,811

Dear Malcolm Fleming :

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2025 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Lisa Blakeney (720) 557-2112 or [dola\\_pab@state.co.us](mailto:dola_pab@state.co.us).

Sincerely,



Maria De Cambra  
Executive Director





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-414, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving the Third Amendment to Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C. for the Erie Town Center

**DEPARTMENT:** Economic Development

**PRESENTER(S):** Julian Jacquin, Director of Economic Development & TOEURA

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

N/A

**POLICY ISSUES:**

Whether the Town Council supports extending the Inspection Period and Approvals Period with Evergreen for an additional 90 days.

**STAFF RECOMMENDATION:**

Approve the Third Amendment to the Disposition and Development Agreement.

**SUMMARY/KEY POINTS**

- Extends the Inspection Period and Approvals Period another 90 days to Nov. 12, 2025, and Nov. 12, 2026, respectively.
- Extension is requested by Evergreen to allow additional time to secure letter of intent from anchor grocer.
- Fourth amendment in November will formalize Inspection Period requirements before deadline and establish terms of economic incentives to be considered.

**BACKGROUND OF SUBJECT MATTER:**

On Oct. 8, 2024, the Town of Erie and Evergreen-County Line & Erie Parkway, L.L.C. entered into a

Disposition and Development Agreement (DDA) for development of the Town-owned site at Erie Town Center. On Feb. 11, 2025, and again on May 13, 2025, the Town and Evergreen amended the DDA to extend the Inspections Period and Approvals Period to Aug. 14, 2025, and Aug. 14, 2026, respectively, to allow an additional 90 days for due diligence, geotechnical investigation, and securing a signed letter of intent (LOI) from our anchor grocer.

As amended, the Town Center DDA contains the following requirements:

- The “Inspections Period” (now expiring on Aug. 14, 2025):
  - Evergreen shall secure commitment from the Anchor Grocer, as evidenced by an executed LOI. The LOI shall be provided to the Town, who has 30 days to object to the Anchor Grocer, if desired.
  - The Town and Evergreen will determine the purchase price for the Commercial Property and Residential Property after Evergreen has conducted due diligence, estimated their own construction costs, and identified the purchase price needed to facilitate the type/pace of development desired by Evergreen and the Town.
  - Evergreen shall incorporate affordable housing options into the Residential Property, which shall include a minimum of 12% of the residential dwelling units to be affordable to households earning 80% AMI or less.
- The “Approvals Period” (now expiring on Aug. 14, 2026):
  - Evergreen shall secure binding commitment from the Anchor Grocer, with a construction schedule indicating when the Anchor Grocer will open for business.
  - Evergreen shall secure commitment from a hotel operator, as evidenced by LOI, subject to the Town’s approval or objection within 30 days of receipt.
  - Evergreen shall obtain all necessary entitlements for the development, including final plat(s), site plan(s) and building permits.
  - The Town and Evergreen shall determine the size and location of the Civic use, and who will be responsible for constructing those improvements, including the structured parking garage. The Town and Evergreen will consider a separate agreement to memorialize these terms and conditions after the DDA is approved.
- Evergreen shall prioritize the marketing and solicitation of commercial space and pad sites to local and regional tenants and small business owners. National chains and brands are discouraged (except for the Anchor Grocer). 30% or more of the leasable space in the first phase shall be leased/sold to food and beverage tenants, and no more than 30% of the first phase shall be leased/sold to retail office professional tenants.

Evergreen has been completing required due diligence for the site, including geotechnical investigations, construction cost estimates, and lease negotiations with our anchor grocer to secure a signed letter of intent (LOI). Evergreen has requested additional time to complete due diligence and secure a signed LOI from our grocer.

The Town and Evergreen prepared the Third Amendment to the DDA to extend the Inspection Period to Nov. 12, 2025, and Approvals Period to Nov. 12, 2026.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☒ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☒ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☒ Small Town Feel
- ☐ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☒ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution 25-135
2. Third Amendment to the DDA
3. Existing DDA

**Town of Erie  
Resolution No. 25-135**

**A Resolution of the Town Council of the Town of Erie Approving  
the Third Amendment to the Disposition and Development  
Agreement with Evergreen-County Line & Erie Parkway, L.L.C. for  
the Erie Town Center**

**Whereas**, on October 8, 2024, the Town and Evergreen County Line & Erie Parkway, L.L.C. entered into a Disposition and Development Agreement;

**Whereas**, on February 11, 2025 and May 13, 2025, the Town and Evergreen County Line & Erie Parkway, L.L.C. amended the Agreement and wish to amend the Agreement again; and

**Whereas**, the Town Council finds that it is the best interest of the Town and the public health, safety and welfare to approve the Third Amendment to Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Town Council hereby approves the Third Amendment to Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C. in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Third Amendment on behalf of the Town.

**Adopted this 12<sup>th</sup> day of August, 2025.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



### **Third Amendment to Disposition and Development Agreement**

This Third Amendment to Disposition and Development Agreement (the "Third Amendment") is made and entered into as of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation (the "Town"), and Evergreen-County Line & Erie Parkway, L.L.C., an Arizona limited liability company ("Developer") (each a "Party" and collectively the "Parties").

Whereas, on October 8, 2024, the Parties entered into a Disposition and Development Agreement (the "DDA");

Whereas, the Parties amended the DDA on February 11, 2025 (the "First Amendment");

Whereas, the Parties amended the DDA again on May 13, 2025 (the "Second Amendment"); and

Whereas, the Parties wish to amend the DDA again as provided herein.

Now, therefore, in consideration of the covenants and obligations contained in this Third Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Inspection Period. The Inspection Period in the DDA is hereby further extended to expire on November 12, 2025.
2. Approvals Period. The Approvals Period in the DDA is hereby further extended to expire on November 12, 2026.
3. Effect of Amendment. Except as expressly amended hereby, the DDA, as amended by the First Amendment and Second Amendment, shall continue in full force and effect and unamended. In the event of any conflict or inconsistency between the DDA and this Third Amendment, the provisions of this Third Amendment shall control.

In Witness Whereof, the Parties have executed this Third Amendment as of the Effective Date.

**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:


\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Developer:**

Evergreen-County Line & Erie Parkway, L.L.C.,  
an Arizona limited liability company

By: Evergreen Development Company-2023, L.L.C.,  
an Arizona limited liability company  
Its: Manager

By: Evergreen Devco, Inc., a California corporation  
Its: Manager

By:   
Name: Tyler Carlson  
Its: CEO

**Town of Erie  
Resolution No. 24-137**

**A Resolution of the Town Council of the Town of Erie Approving a  
Disposition and Development Agreement with Evergreen-County  
Line & Erie Parkway, L.L.C. for the Erie Town Center**

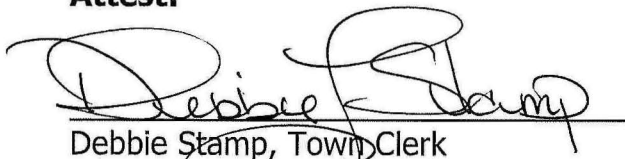
**Whereas**, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to approve the Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C.


**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Town Council hereby approves the Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C. in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Disposition and Development Agreement on behalf of the Town.

**Adopted this 8<sup>th</sup> day of October, 2024.**

**Attest:**

  
Debbie Stamp, Town Clerk

  
Justin Brooks, Mayor



## **Disposition and Development Agreement** **(Erie Town Center)**

This Disposition and Development Agreement (this "Agreement") is made and entered into as of October 8<sup>th</sup>, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Evergreen-County Line & Erie Parkway, L.L.C., an Arizona limited liability company with an address of 1873 South Bellaire Street, Suite 1200, Denver, CO 80222 (Attention: Tyler Carlson) ("Developer") (each a "Party" and collectively the "Parties").

Whereas, the Town owns the Property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

Whereas, the Town desires that the Property be developed as part of the Erie Town Center Planned Development (the "Development");

Whereas, under the terms of this Agreement, the Town intends to convey ownership of portions of the Property to Developer; and

Whereas, the Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in connection with its approval of the Development, and that such matters are necessary to protect, promote and enhance the public health, safety and welfare of the Town.

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the Development, and to establish the terms under which the Town will convey the Property to Developer. The Development will be subject to any requirements of the Erie Municipal Code (the "Code"), state law and other Town ordinances.

2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Affiliate" means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Developer. For purposes of this definition, the term "control" means the power to direct or cause the direction of management and policies, through the ownership of voting rights, by contract or otherwise.

"AMI" means the current area median income for Boulder County, as established by the U.S. Department of Housing and Urban Development.

"Anchor Grocer" means a smaller format, specialty grocer, with not less than 8,000 square feet of building area and not more than 45,000 square feet of building area.

"Civic Property" means the portion of the Property that will contain the Civic Space and the Structured Parking Garage.

"Civic Space" means the building(s) that will be constructed on the Civic Property for public uses.

"Commercial Property" means the portion of the Property allocated for the Anchor Grocer and any other retail or commercial use.

"Residential Property" means the portion of the Property allocated for residential use.

"Structured Parking Garage" means an above-grade vertical parking structure with a minimum of two stories.

3. Due Diligence Materials.

a. *General.* Within 30 days after the Effective Date, the Town shall provide to Developer copies of any plans, specifications, drawings, surveys, reports, appraisals, environmental reports and assessments, including without limitation Phase I and Phase II Environmental Site Assessments, Asbestos and Lead Based Paint Surveys, if any, or other information for the Property in the Town's possession (the "Property Information").

b. *Subsidence.*

i. Developer acknowledges that the Town conducted a Phase I and Phase II coal mine subsidence evaluation with Lithos Engineering in March 2022 and May 2022, both of which studied historic coal mining of the Property. Developer further acknowledges that the Property is undermined by multiple Boulder-Weld County Coal Field mines, including the Garfield No. 1, Garfield No. 2 and Lister mines, with coal mining occurring from the late 1800s to the early 1900s, and the Phase II report concluded that conditions found do not preclude development of the Property, but that structure-specific investigations should be conducted over undermined zones to determine appropriate structural investigations that are required for all new development, which must be submitted to the Colorado Geological Survey ("CGS") prior to the issuance of any building permits.

ii. Developer shall, at Developer's sole cost (subject to the terms hereof), conduct such structure-specific investigations and all other geotechnical investigations for the Property during the Inspection Period (collectively the "Geotech Investigations").

iii. If this Agreement is terminated prior to the end of the Inspection Period or the Approvals Period, the Town shall reimburse Developer for 100% of its reasonable out-of-pocket expenses in connection with the Geotech Investigations, the Survey (as defined below) and any Phase I environmental assessment for the

Property within 30 days following invoice thereof, and Developer shall deliver to Town, without representation or warranty of any kind, the Survey, Phase I environmental assessment and copies of all studies, reports, plans and similar matters made by or for Developer concerning the Geotech Investigations. The terms hereof shall survive the termination of this Agreement, but shall at all times be subject to Section 20.i.

c. *Title Commitment.* Developer shall, at Developer's expense, obtain a title insurance commitment, together with legible copies of all instruments referred to in such commitment as conditions or exceptions (collectively, the "Commitment"), for the issuance of a 2006 ALTA form of an extended owner's title insurance policy for the Property.

d. *Survey.* Developer, at Developer's expense (subject to the terms hereof), shall obtain an ALTA survey (with topographic information) prepared by a certified Colorado surveyor showing all Property lines, improvements, if any, encroachments, setback lines, easements, adjoining roadways, proposed roads and proposed existing road extensions, and utility installments located therein and all other matters which are revealed by the Commitment (the "Survey").

4. Inspection Period.

a. *Time.* Developer shall have until February 15, 2025 (the "Inspection Period") to conduct due diligence and determine, in Developer's sole and absolute discretion, whether the Property is suitable for the Development. If the results of any of the matters referred to in this Section appear unsatisfactory to Developer for any reason, then Developer, in Developer's sole discretion, shall have the right to terminate this Agreement by giving written notice to the Town before the expiration of the Inspection Period.

b. *Testing.* During the Inspection Period, at its expense (except as provided in this Agreement), Developer may make any tests, surveys, inspections or obtain any audits, tests or studies of soils and subsurface conditions, including the Geotech Investigations and environmental tests on or about the Property to determine its suitability for construction of the Improvements and to determine if Hazardous Substances exist or have been stored on the Property.

c. *Access.* The Town shall permit Developer and its representatives access to the Property at reasonable times for the purpose of conducting such tests, inspections and surveys, provided that Developer reasonably restores the Property to the same condition, with the exception of any monitoring wells constructed during the Inspection Period, as prior to any such entry as is commercially reasonable, ordinary wear and tear excepted.

d. *Contingencies.* Prior to the expiration of the Inspection Period, the following contingencies (collectively the "Inspection Contingencies") shall be satisfied:

i. In consultation with the Town, Developer has drafted an overall plan for the Development (the "Overall Plan"), attached hereto as **Exhibit B** and incorporated herein by this reference. The Overall Plan shows the respective sizes and configurations of the various components of the Property (the Commercial Property, the Residential Property and the Civic Property), based on the concept plan agreed to by the Parties on April 17, 2024, and subject to the Town's development review process, and additional vetting by the Parties. The Overall Plan shall incorporate affordable housing options in the Residential Property, which affordable housing option shall include a minimum of 12% of the residential dwelling units to be affordable to households earning 80% AMI or less.

ii. Developer shall secure a commitment for an Anchor Grocer for the Commercial Property as evidenced by an executed letter of intent with the Anchor Grocer. Developer shall provide such executed letter of intent to the Town prior to the expiration of the Inspection Period. If the Town has any objections to the Anchor Grocer, the Town shall notify Developer in writing within 30 days after receipt of the letter, and the Parties shall have an additional 30 days to resolve such objections, and the Inspection Period shall be extended for an additional 30 days.

e. *Notice.* Prior to expiration of the Inspection Period, Developer shall deliver written notice to the Town indicating whether each of the Inspection Contingencies has been satisfied. If such notice states that any of the Inspection Contingencies have not been satisfied, this Agreement shall automatically terminate without further action of the Parties. If Developer fails to deliver such notice, Developer has waived its right to terminate this Agreement based on the Inspection Contingencies.

## 5. Approvals Period.

a. *Time.* Developer shall have until February 15, 2026 (the "Approvals Period") to obtain all necessary approvals from the Town and any other governmental or quasi-governmental entities having jurisdiction (the "Approvals"), with conditions reasonably acceptable to Developer, necessary for the construction and use of the first phase of the Commercial Property within the Development.

b. *Contingencies.* Prior to the expiration of the Approvals Period, the following contingencies (collectively, the "Approval Contingencies") shall be satisfied:

i. Developer shall secure a binding commitment with the Anchor Grocer, which such binding commitment shall include a commercially reasonable construction schedule indicating when the Anchor Grocer will open for business.



- ii. Developer shall obtain all necessary entitlements for the Development, including approval of the final plat(s) and site plan(s) and all construction/building permits. The Town, without waiving any of its legislative, regulatory and decision-making authority, agrees and covenants to reasonably cooperate in good faith with Developer in such a manner as to not circumvent the terms of this Agreement.
- c. *Marketing.* During the Approvals Period, Developer shall market the Property to attract quality retail and commercial tenants for the Commercial Property, which marketing shall include Developer's standard marketing efforts.
- d. *Notice.* Prior to expiration of the Approvals Period, Developer shall deliver written notice to the Town indicating whether each of the Approval Contingencies has been satisfied. If such notice states that any of the Approval Contingencies have not been satisfied, this Agreement shall automatically terminate without further action of the Parties. If Developer fails to deliver such notice, Developer has waived its right to terminate this Agreement based on the Approval Contingencies.
6. Hotel. Developer shall use good faith efforts to secure a commitment for a hotel as evidenced by an executed letter of intent with a hotelier prior to the end of the Approvals Period. If the Town has any objections to the selected hotelier, the Town shall notify Developer of such objections in writing within 30 days after receipt of the letter of intent, and the Parties shall have an additional 30 days to resolve such objections and the Approvals Period shall be extended 30 days. The area designated for the hotel shall be part of the Civic Property unless Developer secures a commitment for the hotel prior to the expiration of the Approvals Period and elects to proceed with the hotel as part of the Commercial Property, which such election shall be in writing prior to the expiration of the Approvals Period. Notwithstanding the foregoing and for avoidance of doubt, securing a hotelier shall not be a condition of the terms of this Agreement.
7. Colorado Open Records Act. Any confidential financial information provided to the Town under this Agreement shall be marked as confidential financial information, and if so marked, the Town shall treat the letter as confidential financial information under the Colorado Open Records Act, C.R.S § 24-72-200.1, *et seq.* ("CORA").
8. Site-Specific Development Agreements. With each Final Plat, Developer shall execute a Development Agreement in the Town's standard form subject to reasonable negotiation and revisions by the Parties.
9. Civic Property. The Parties shall determine the size and location of the Civic Property during the Inspection Period as part of the Overall Plan, subject to reasonable modification as part of the Approvals, for uses set forth herein. During the Approvals Period, the Parties shall determine whether Town or Developer will construct the improvements for the Civic Property, including the Civic Space and the Structured Parking Garage. If the Parties agree that Developer is responsible for the design and construction of any such improvements, then the Parties will enter into a separate agreement to



memorialize the terms and conditions concerning the construction of the improvements. In all events, the Civic Property, the Residential Property and the Commercial Property shall be subject to any development documents, reciprocal easement agreements, cross access/parking easement agreements and similar documents required to be recorded in connection with the first phase of the Development.

10. Financing Mechanisms.

a. *Urban Renewal.* Developer shall determine whether the Development will require the Town Council to consider a new urban renewal plan for the Property pursuant to the Colorado Urban Renewal Law, C.R.S. § 31-25-107, *et seq.* If Developer determines that a new urban renewal plan is necessary, the Town agrees to fund the costs associated with creating the new urban renewal plan, but Developer acknowledges that the Town cannot guarantee that a new urban renewal plan will be approved by the Town Council.

b. *District.* Developer may form one or more metropolitan districts (collectively the "District") for the purpose of providing financing or other assistance for the Development. Notwithstanding anything contained in this Agreement to the contrary, any obligation of Developer under this Agreement may be performed by or on behalf of the District, provided that the District will be bound by this Agreement for any obligations that it undertakes on behalf of Developer.

11. Purchase Price.

a. *Commercial Property.* The purchase price for the Commercial Property shall be an amount per square foot, net of all public right-of-way dedications and park/open space dedications and buffers, in an amount determined by the Parties prior to the expiration of the Inspection Period.

b. *Residential Property.* The purchase price for the Residential Property shall be an amount per square foot, net of all public right-of-way dedications and park/open space dedications and buffers, in an amount determined by the Parties prior to the expiration of the Inspection Period.

12. Closings.

a. *Conditions Precedent.* The Parties' obligation to close the transfer of any portion of the Commercial Property or Residential Property under this Agreement shall be subject to and conditioned upon the following conditions precedent:

i. The Town's approval of an amendment to the Town Center Planned Development ("PD");

ii. The Town's acceptance of the purchase price for the portion of the Property being conveyed under Section 10; and

iii. Satisfaction of the Approval Contingencies.

b. *Phases.* It is the intent of the Parties that the Commercial Property and the Residential Property may be conveyed to Developer in phases, to be determined in good faith prior to the expiration of the Approvals Period. To accommodate such separate conveyances and the Anchor Grocer's construction schedule, the Parties agree to execute commercially reasonable license agreements to enter the remaining Property not yet conveyed to Developer.

c. *Conveyance.* At each closing, the Town shall convey to Developer title to the applicable portion of the Property by special warranty deed. Title to the Property shall be free and clear of all liens, defects and encumbrances, except the following Permitted Exceptions: this Agreement; easements and rights-of-way that are part of the Development Plan, or are approved, accepted, or waived by Developer; and taxes and assessments not yet due and payable.

d. *Title Insurance.* Developer shall be responsible for all costs of the Title Policy and any title insurance commitments, policies or endorsements required by Developer or its mortgagees.

e. *Extensions.* Developer may, at its option, extend any closing for up to 2 periods of up to 120 days each if such extensions are necessary to accommodate the Anchor Grocer's construction schedule. To exercise such an extension, Developer shall deliver written notice to the Town and evidence of such Anchor Grocer's construction schedule no less than 30 days prior to the then-scheduled closing.

f. *Condition of Property.* The Town has not made, does not make and specifically negates and disclaims any representations, warranties, covenants or guarantees of any kind, whether express or implied, concerning or with respect to the presence of Hazardous Substances on the Property or compliance of the Property with any and all applicable Environmental Laws, or the value, nature, quality or condition of the water, soil and geology of the Property. Developer acknowledges and agrees that the sale of the Property is made on an "as-is" basis. Developer fully and irrevocably releases the Town from any and all claims that it may now have or hereafter acquire against the Town or its officials, employees, representatives and agents for any cost, loss, liability, damage, expense, claim, demand, action or cause of action arising from or related to any such defects and conditions, including, without limitation, compliance with Environmental Laws, affecting the Property or any portion thereof, except claims arising out of breaches of the warranties contained herein.

13. Fees. All permit and other fees for the Development, including without limitation tap fees, permit fees and impact fees, shall be assessed and paid at the then-current rate, unless set forth in a separate agreement between the Parties.

14. Developer's Obligations.

a. *Construction.* Developer shall commence, diligently pursue and complete the construction of the Development in compliance with this Agreement and the PD.

b. *Entitlements.* Developer shall, at its sole cost and expense, obtain all necessary entitlements and approvals, including without limitation zoning, subdivision, site plan, and permits, to construct and complete the Development.

c. *Progress Reports.* Until the last certificate of occupancy is issued for the Development to be constructed by Developer, Developer shall, at the request of the Town, make quarterly reports in such commercially reasonable detail as may reasonably be requested by Town.

d. *Retail Uses.* Developer shall prioritize the marketing and solicitation of commercial space and pad sites to local and regional tenants and small business owners ("Local Tenants"). National chains and national brands are discouraged in the Development except the Grocery Anchor. Notwithstanding the foregoing, Developer shall not be precluded from leasing or selling to non-Local Tenants if good faith leasing efforts fail to attract qualified and economically competitive Local Tenants to the Development, to be determined at Developer's sole discretion, but after reasonably consulting with the Town in good faith. Developer shall lease or sell a minimum of 30% of the total leasable space in the first phase of development in the Commercial Property (after deducting the Anchor Grocer space) to food and beverage tenants, and shall not lease or sell more than 30% of the first phase of development in the Commercial Property to retail office professional tenants such as financial, real estate, title, insurance, medical, dental, chiropractic and similar office uses ("Retail Office Uses"). Retail Office Uses shall not include nail salons, hair salons, med spas, fitness, massage therapy or other similar personal service uses. No single building for commercial use, except for the Anchor Grocer and any hotelier, shall exceed 15,000 square feet.

e. *Applicable Law.* Developer shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

15. Representations and Warranties.

a. Developer hereby represents and warrants to the Town that all of the following are true and correct in all material respects as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms; the person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer; to the actual knowledge of Developer, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor, to the actual knowledge of Developer, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to Develop the Property as contemplated; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

b. The Town covenants, represents and warrants as follows, to the best of its actual knowledge: there is no litigation or threatened litigation, proceeding or investigation contesting the powers of Town or its officials with respect to the Property, this Agreement or the improvements that has not been disclosed to Developer; the filing or service of any such suit affecting the Property prior to the delivery of a certificate of occupancy shall be disclosed immediately to Developer by the Town; and there are no leases, options, rights of first refusal or other encumbrances affecting title to or use of the Property except as set forth in the Commitment.

16. Indemnification. Developer agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, attorneys, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by the omission, error, professional error, mistake, negligence, or other fault of Developer, or any officer, employee, representative, agent or subcontractor of Developer. In addition, Developer shall pay all property taxes on property underlying Improvements to be dedicated to the Town before acceptance by the Town, and shall indemnify and hold harmless the Town for any such property tax liability.

17. Assignment. Developer agrees that it shall not make, create, or suffer to be made or created, any total or partial sale or transfer in any form of this Agreement or any part thereof or any interest therein, or any agreement to do the same, without the prior written



approval of the Town. Notwithstanding the foregoing, the following do not require the Town's consent, provided they comply with this Agreement and applicable law:

- i. Agreements concerning the leasing or sale of portions of the Commercial Property to retail users or the Anchor Grocer (except as provided herein);
- ii. Agreements for the sale of Residential Property to builders or developers, subject to a Deed Restriction Agreement for affordable housing; and
- iii. Concurrently with the first closing, the creation of an association and covenants, conditions and restrictions and recordation of documents in furtherance thereof.

18. Developer Default and Remedies.

a. *Default.* Each of the following is a Developer default of this Agreement:

- i. If Developer fails to perform any of its obligations under this Agreement and fails to remedy the same within 30 days after Developer is given a written notice specifying the same; provided that, if the nature of the violation is such that it cannot reasonably be remedied within 30 days, and Developer provides evidence to the Town that the violation cannot reasonably be remedied within 30 days, then the violation shall be remedied as soon as reasonably practicable, but in any case, within 120 days of the original notice of violation.
- ii. If an involuntary petition is filed against Developer under a bankruptcy or insolvency law or under the reorganization provisions of any law, or when a receiver of Developer, or of all or substantially all of the property of Developer, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within 90 days after the happening of such event.
- iii. If Developer makes an assignment of its property for the benefit of creditors or files a voluntary petition under a bankruptcy or insolvency law, or seeks relief under any other law for the benefit of debtors.

b. *Notice.* Unless necessary to protect the immediate health, safety and welfare of the Town, the Town shall provide Developer at least 30 days' prior written notice of its intent to take any action under this Section, during which Developer may cure the default.

c. *Remedies.* If a Developer default occurs beyond applicable notice and cure, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The Town's remedies include without limitation:

- i. The refusal to issue any building permit;

ii. The revocation of any building permit previously issued under which construction related to such building permit has not commenced; and

iii. Any other remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy, and further provided that the expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed, provided that in no event shall Developer be liable to the Town or any other party for any indirect, special, consequential or punitive damages of any kind, whether in contract, tort or otherwise.

19. Town Default and Remedies.

a. *Default.* The following is a Town default of this Agreement: if the Town fails to observe or perform any covenant or obligation required of it under this Agreement or any representation or warranty made by Town under this Agreement is materially false when made and the Town fails to remedy the same within 30 days after the Town is given a written notice specifying the same; provided that, if the nature of the violation is such that it cannot reasonably be remedied within 30 days, and the Town provides evidence to Developer that the violation cannot reasonably be remedied within 30 days, then the violation shall be remedied as soon as reasonably practicable, but in any case, within 120 days of the original notice of violation

b. *Remedies.* If a Town default occurs, Developer shall have all remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy, provided that Developer shall not have the remedy of specific against the Town. Without limiting the generality of the foregoing, in the event a Town default occurs, Developer may terminate this Agreement upon notice given to the Town, without waiving any of its rights or remedies hereunder.

20. Miscellaneous

a. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be in Boulder County, Colorado.

b. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

c. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

d. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have

under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

e. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

f. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

g. *Integration.* This Agreement, together with all exhibits attached hereto, constitutes the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein, and supersedes all negotiations or previous arrangements between the Parties with respect to the subject matter hereof.

h. *Recordation.* This Agreement shall be recorded in the real estate records of the Boulder County Clerk and Recorder and shall be a covenant running with the Property.

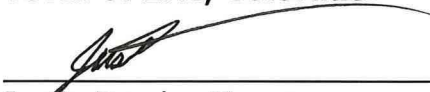
i. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year. The Town represents that it presently intends to appropriate the payments under this Agreement to the fullest extent permitted by law.

j. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to tornadoes, earthquakes, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, embargoes, pandemics, and the authority and orders of government.

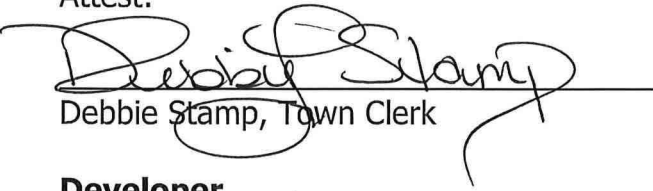
k. *Days.* If the day for any performance or event provided for herein is a Saturday, Sunday or other day on the Town is not open for the regular transaction of business, such day therefor shall be extended until the next day on which the Town is open for the transaction of business.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

  
Justin Brooks, Mayor

Attest:

  
Debbie Stamp, Town Clerk

**Developer**

Evergreen-County Line & Erie Parkway, L.L.C.,  
an Arizona limited liability company

By: Evergreen Development Company-2023, L.L.C.,  
an Arizona limited liability company  
Its: Manager

By: Evergreen Devco, Inc., a California corporation  
Its: Manager

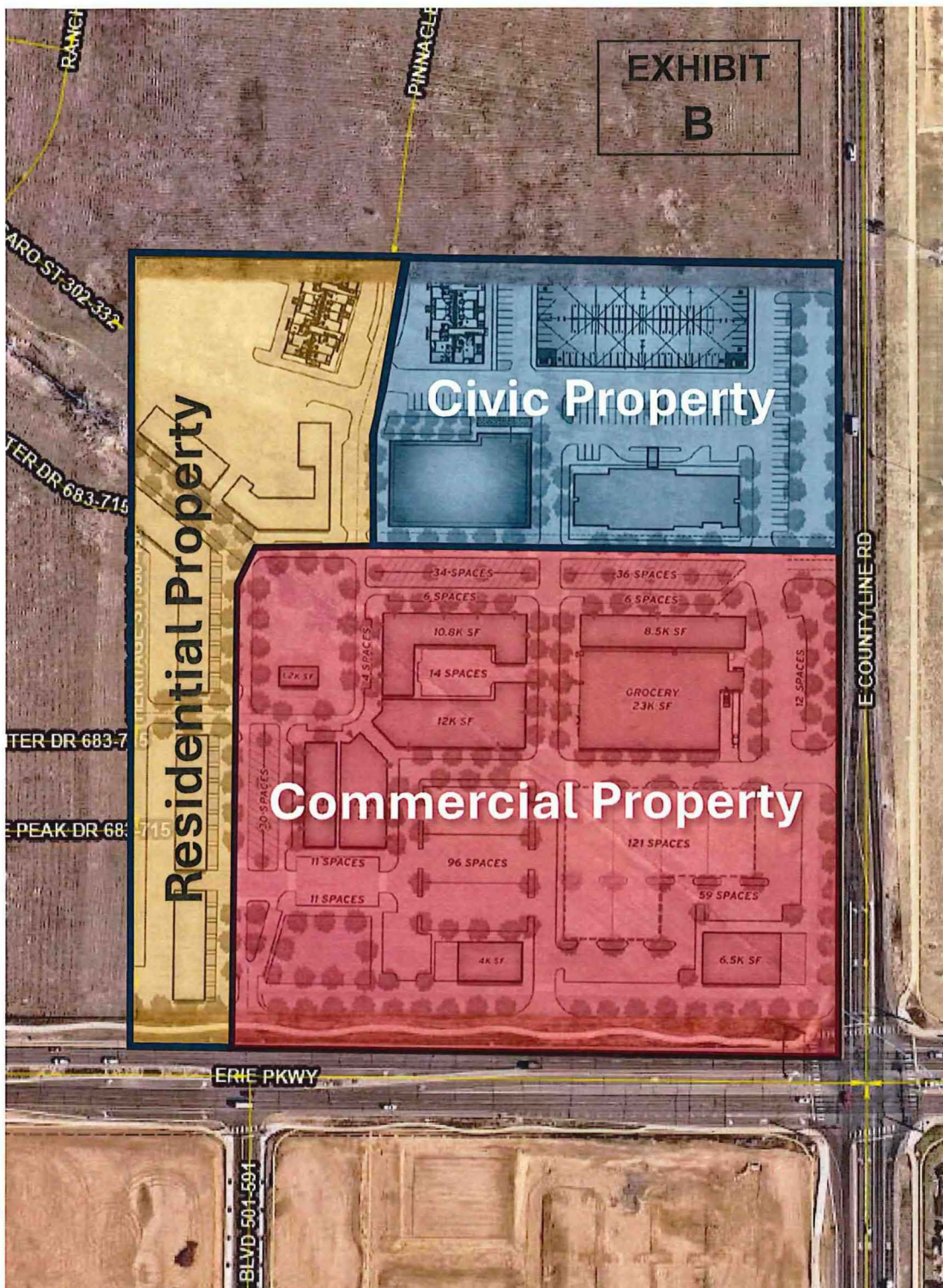
By:   
Name: Tyler Carlson  
Its: CEO



**Exhibit A**  
Legal Description

Tract A, Ranchwood Minor Subdivision. Located in the East Half of the Northeast Quarter of Section 24, Township 1 North, Range 69 West of the 6<sup>th</sup> Principal Meridian, Town of Erie, County of Boulder, State of Colorado.

FOR INFORMATIONAL PURPOSES ONLY: Assessor Parcel No. R0511537 /  
146524110001



**Town of Erie  
Resolution No. 25-024**

**A Resolution of the Town Council of the Town of Erie Approving the First Amendment to Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C. for the Erie Town Center**

**Whereas**, on October 8, 2024, the Town and Evergreen County Line & Erie Parkway, L.L.C. entered into a Disposition and Development Agreement;

**Whereas**, the Town and Evergreen County Line & Erie Parkway, L.L.C. wish to amend the Agreement; and

**Whereas**, the Town Council Finds that it is the best interest of the Town and the Public Health, Safety and Welfare to approve the First Amendment to Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C.

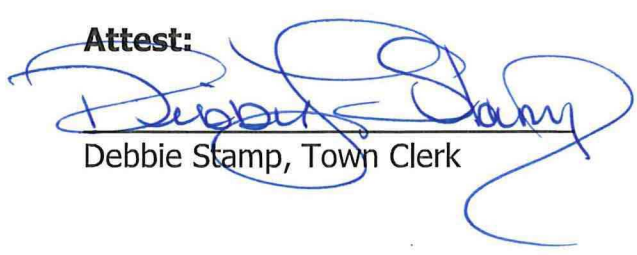
**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Town Council hereby approves the First Amendment to Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C. in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment on behalf of the Town.

**Adopted this 11<sup>th</sup> day of February, 2025.**

  
\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

  
\_\_\_\_\_  
Debbie Stamp, Town Clerk





## **First Amendment to Disposition and Development Agreement**

This First Amendment to Disposition and Development Agreement (the "First Amendment") is made and entered into as of February 11, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation (the "Town"), and Evergreen-County Line & Erie Parkway, L.L.C., an Arizona limited liability company ("Developer") (each a "Party" and collectively the "Parties").

Whereas, the Parties entered into a Disposition and Development Agreement with an effective date of October 8, 2024 (the "DDA"); and

Whereas, the Parties wish to amend the DDA as provided herein.

Now, therefore, in consideration of the covenants and obligations contained in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

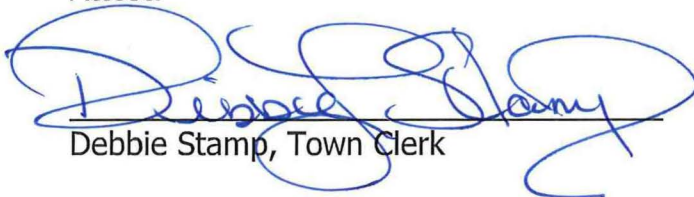
1. Inspection Period. The Inspection Period in the DDA is hereby extended to expire on Friday, May 16, 2025.
2. Approvals Period. The Approvals Period in the DDA is hereby extended to expire on Monday, May 18, 2026.
3. Effect of Amendment. Except as expressly amended hereby, the DDA shall continue in full force and effect and unamended. In the event of any conflict or inconsistency between the DDA and this First Amendment, the provisions of this First Amendment shall control.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

  
\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

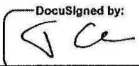
  
\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Developer**

Evergreen-County Line & Erie Parkway, L.L.C.,  
an Arizona limited liability company

By: Evergreen Development Company-2023, L.L.C.,  
an Arizona limited liability company  
Its: Manager

By: Evergreen Devco, Inc., a California corporation  
Its: Manager

By:  \_\_\_\_\_  
Name: Tyler Carlson  
Its: CEO

**Town of Erie  
Resolution No. 25-071**

**A Resolution of the Town Council of the Town of Erie Approving  
the Second Amendment to Disposition and Development  
Agreement with Evergreen-County Line & Erie Parkway, L.L.C. for  
the Erie Town Center**

**Whereas**, on October 8, 2024, the Town and Evergreen County Line & Erie Parkway, L.L.C. entered into a Disposition and Development Agreement;

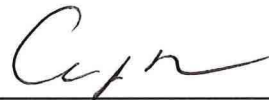
**Whereas**, on February 11, 2025, the Town and Evergreen County Line & Erie Parkway, L.L.C. amended the Agreement and wish to amend the Agreement again; and

**Whereas**, the Town Council finds that it is the best interest of the Town and the Public Health, Safety and Welfare to approve the Second Amendment to Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

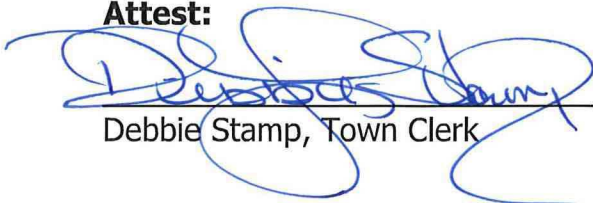
**Section 1.** The Town Council hereby approves the Second Amendment to Disposition and Development Agreement with Evergreen-County Line & Erie Parkway, L.L.C. in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Second Amendment on behalf of the Town.

**Adopted this 13<sup>th</sup> day of May, 2025.**



\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

  
Debbie Stamp, Town Clerk

## **Second Amendment to Disposition and Development Agreement**

This Second Amendment to Disposition and Development Agreement (the "Second Amendment") is made and entered into as of May 13, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation (the "Town"), and Evergreen-County Line & Erie Parkway, L.L.C., an Arizona limited liability company ("Developer") (each a "Party" and collectively the "Parties").

Whereas, on October 8, 2024, the Parties entered into a Disposition and Development Agreement (the "DDA");

Whereas, the Parties amended the DDA on February 11, 2025 (the "First Amendment"); and

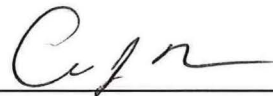
Whereas, the Parties wish to amend the DDA again as provided herein.

Now, therefore, in consideration of the covenants and obligations contained in this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Inspection Period. The Inspection Period in the DDA is hereby further extended to expire on August 14, 2025.
2. Approvals Period. The Approvals Period in the DDA is hereby further extended to expire on August 14, 2026.
3. Effect of Amendment. Except as expressly amended hereby, the DDA, as amended by the First Amendment, shall continue in full force and effect and unamended. In the event of any conflict or inconsistency between the DDA and this Second Amendment, the provisions of this Second Amendment shall control.

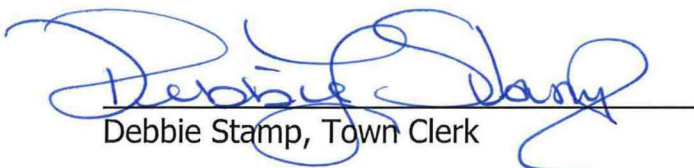
In Witness Whereof, the Parties have executed this Second Amendment as of the Effective Date.

**Town of Erie, Colorado**



Andrew J. Moore, Mayor

Attest:



Debbie Stamp, Town Clerk



**Developer:**

Evergreen-County Line & Erie Parkway, L.L.C.,  
an Arizona limited liability company

By: Evergreen Development Company-2023, L.L.C.,  
an Arizona limited liability company  
Its: Manager

By: Evergreen Devco, Inc., a California corporation  
Its: Manager

By:   
Name: Tyler Carlson  
Its: CEO





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-427, **Version:** 1

---

**SUBJECT:**

An Ordinance of the Town Council of the Town of Erie Accepting the Transfer of Real Property from Morgan Hill Metropolitan District No. 3 to the Town and Approving the Associated Special Warranty Deed

**DEPARTMENT:** Parks & Recreation

**PRESENTER(S):** Luke Bolinger, Director of Parks & Recreation  
Kathy Kron, Development & Neighborhood Services Division Manager

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

N/A

**POLICY ISSUES:**

This ordinance allows the transfer of land from Morgan Hill Metropolitan District No. 3 to the Town of Erie to fulfill open space land dedication requirements for the Morgan Hill subdivision per the Development Agreement(s).

**STAFF RECOMMENDATION:**

Adopt the proposed Ordinance.

**SUMMARY/KEY POINTS**

- Town Council approval is required for the Town to acquire property.
- This ordinance accomplishes land conveyance of Tract G in Morgan Hill Filing 1, and Tracts A and R in Morgan Hill Filing 2 to be utilized as open space.
- Dedication of these tracts to the Town satisfies the open space dedication requirements for the Morgan Hill subdivision.

**BACKGROUND OF SUBJECT MATTER:**

The Town approved Filing 1 of the Morgan Hill subdivision in 2018 and Filing 2 in 2021. The Town recently issued Final Acceptance for the improvements in both filings. Per the Development

Agreements, the plans identified Tract G in Filing 1 and Tract A in Filing 2 for dedication to the Town for spine trail, open space, drainage, and utility purposes. Tract R in Filing 2, a plugged and abandoned well site surrounded by other dedicated tracts, will also be dedicated as open space. The Developer completed all required improvements and restoration efforts, and the Town approved them. Although restoration efforts by the oil and gas company remain ongoing, those responsibilities fall outside of the Developer's scope. The Town is prepared to accept ownership and maintenance of the tracts and will continue coordinating restoration efforts on the well site with the oil and gas company.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☒ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☒ Small Town Feel
- ☒ Safe and Healthy Community
- ☐ Effective Governance
- ☒ Environmentally Sustainable
- ☐ Fiscally Responsible

**ATTACHMENT(S):**

1. Ordinance
2. Deed

**Town of Erie  
Ordinance No. 027-2025**

**An Ordinance of the Town Council of the Town of Erie Accepting  
the Transfer of Real Property from the Morgan Hill Metropolitan  
District No. 3 and Approving the Associated Special Warranty Deed**

**Whereas**, the Morgan Hill Metropolitan District No. 3 (the "District") is the owner of the real property more particularly described as Morgan Hill Filing No. 1 Tract G, Morgan Hill Filing No. 2 Tract A, and Morgan Hill Filing No. 2 Tract R, Town of Erie, County of Weld, State of Colorado (collectively the "Property");

**Whereas**, the District wishes to transfer ownership of the Property to the Town;  
and

**Whereas**, pursuant to § 15.01 of the Erie Home Rule Charter, any transfer of real property must be approved by ordinance of the Town Council.

**Now Therefore be it Ordained by the Town Council of the Town of Erie,  
Colorado, as follows:**

**Section 1.** The Town Council hereby accepts ownership of the Property, and approves the associate special warranty deed in the form attached hereto, subject to final approval by the Town Attorney.

**Section 2.** Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

**Section 3.** Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

**Section 4.** Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, Read, Passed and Ordered Published this 12<sup>th</sup> day of August,  
2025.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

## SPECIAL WARRANTY DEED

THIS DEED, made this \_\_\_\_\_ day of August, 2025, is between **MORGAN HILL METROPOLITAN DISTRICT NO. 3**, a Colorado quasi-municipal corporation ("**Grantor**"), duly organized and existing under and by virtue of the laws of the State of Colorado, whose legal address is 2500 Arapahoe Avenue, Suite 220, Boulder, Colorado 80302, the County of Boulder, and **TOWN OF ERIE, a Colorado municipal corporation** ("**Grantee**"), whose street address is 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 .

**WITNESSETH**, that the Grantor, for and in consideration of the sum of Ten and 00/100<sup>th</sup> Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with the improvements thereon, if any, situate, lying and being in the County of Weld, State of Colorado, described as follows: (the "Property")

SEE **EXHIBIT "A"** ATTACHED HERETO AND INCORPORATED HEREIN.

Morgan Hill Filing No. 1 Tract G (Final Plat Reception #4427659)  
Morgan Hill Filing No. 2 Tract A (Final Plat Reception #4651773)  
Morgan Hill Filing No. 2 Tract R (Final Plat Reception #4651773)  
Town of Erie, County of Weld, State of Colorado

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, unto the Grantee,

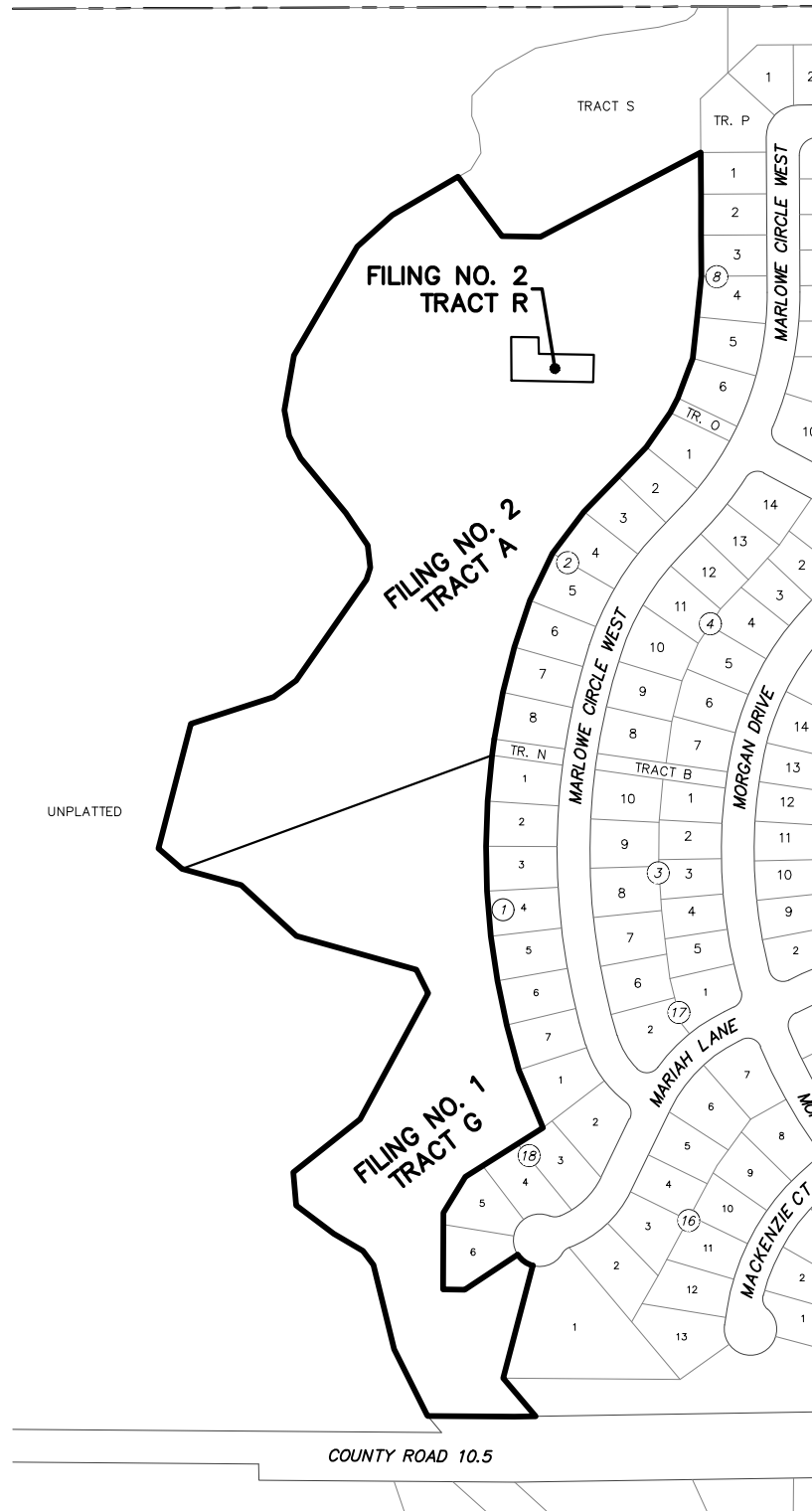
**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, subject to taxes and assessments for the year of conveyance and all subsequent years taxes, and assessments; easements, rights-of-way, covenants, reservations, restrictions and other matters of record.

(CONVENIENCE DEED – CONSIDERATION LESS THAN \$500)



# EXHIBIT A

## EXHIBIT



**MORGAN HILL TRANSACTION  
ERIE, COLORADO**

**HURST**  
**CIVIL ENGINEERING**  
**PLANNING**  
**SURVEYING**

1265 S Public Road, Suite B  
Lafayette, CO 80026  
303.449.9105  
www.hurst-assoc.com

SCALE	HOR. n/a VERT. n/a
DESIGN/APPR.	
DRAWN BY	BO
DATE	05/13/25
SHEET	1 OF 1

FILE G:\202046\SURVEY\Morgan Hill Transaction Exhibit



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-432, **Version:** 1

---

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving the Purchase of Mobile Generator from Cummins for Mobile Bypass System

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Director of Utilities  
Weston Ring, Utilities Project Manager

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

Cost as Recommended:	\$120,073.46
Balance Available:	\$405,688.00
Fund	Water Fund
Line Item Number:	500-75-110-605000-100262
New Appropriation Required:	No

**POLICY ISSUES:**

None

**STAFF RECOMMENDATION:**

Approve Resolution

**SUMMARY/KEY POINTS**

- This item is in front of Council because the purchase amount is in excess of \$100k.
- The contract has been reviewed and approved by the Town Attorney.
- There have not been significant changes since the last time this was discussed.
- The Town already owns the mobile pumping station that this generator will power.

**BACKGROUND OF SUBJECT MATTER:**

The 2019 Water Plan identifies the need to improve water system reliability and redundancy to ensure potable water demands can be met for a limited duration in the event of an emergency

caused by the failure of primary infrastructure such as pump station components and delivery pipelines, planned outages for critical maintenance, or replacement of primary components.

The purpose of this equipment purchase is to acquire a mobile generator to provide power to the previously purchased mobile pump station that will be used to supply current and future indoor water demands during an emergency.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☐ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☒ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☐ Small Town Feel
- ☒ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☒ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution
2. Cummins Purchase Agreement
3. Agreement Amendment



**Town of Erie  
Resolution No. 25-139**

**A Resolution of the Town Council of the Town of Erie Approving  
the Terms and Conditions for the Sale of Power Generation System  
Accompanying a Purchase Order from Cummins, Inc.**

**Whereas**, the Town wishes to purchase a mobile generator from Cummins, Inc.

**Now Therefore be it Resolved by the Town Council of the Town of Erie,  
Colorado, that:**

**Section 1.** The Town Council hereby approves the Terms and Conditions for the Sale of Power Generation System in the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Purchase Order on behalf of the Town.

**Adopted this 12<sup>th</sup> day of August, 2025.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



June 25, 2025

**Prepared by**

Jeffrey Bowman  
Inside Sales Representative- PG  
(303) 927-2288  
bs131@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C150D2RE, Diesel Genset, 50/60Hz, 150kW, Standby-Rental U.S. EPA, Nonroad (Portable) Application Duty Rating - Prime Power (PRP) Emissions - Compliance EPA Tier 4 Final Certified Voltage 208 - 480 Variable Alternator - 60Hz, 208/416 - 240/480 Volt, 125/80C Standby/Prime Electric Brake Trailer Pintle Hitch - 3 inch UN31A Certified Fuel Tank Generator Set Control - PowerCommand 3.3, Paralleling with MLD Distribution Panel - Rental Bus Bar Connection Packaging - Cummins Power Generation Genset Warranty - Industrial Mobile Extended, Prime 5 Years/5000 hours Battery Charger - Rental Engine Coolant - 60% Antifreeze, 40% Water Mixture Cam Lock Distribution Panel - U.S. Rental Engine Oil Heater Quick Fit Kit Auxiliary DEF Connections	1
2	Five 25 ft Type W cables, 400A Rated, 4/0 AWG with Cam-Lock connectors.	5
3	Battery-Wet, 12V, Group 34, 850CCA	2
4	Battery Heater-120VAC, 200Watt	2
5	Service - start up & testing	1

**TOTAL: \$120,073.46**

Quote value does not include any tax.

**OPTIONS:**

Quote is valid for 30 days

**EXCEPTIONS AND CLARIFICATIONS:**

Start-up is budgeted for 1 day. Anything above and beyond will be Invoiced separately on a T & M basis.

Not included are Fuel, and DEF, Freight is included to the first US continental delivery point. (Offloading by others.) Must be able to unload from an enclosed van type trailer.



Cummins is offering Factory standard product with no variation. We are happy to provide product spec sheets for list of features.

No drawings were provided for the preparation of this proposal.

The Above Proposal is based on Specifications 263213, No other specification or drawing information is included into our priced scope of supply.

Cummins is offering standard Factory and Start up testing only which adheres to NFPA110 including 2-Hour Resistive Load Bank testing. No variation or further testing such as NETA, Infrared, or independent testing is included in this proposal and will not be added to Cummins scope of work.

The above scope of supply does not include any permitting. Cummins Inc. is happy to assist with information to complete the process but is not liable for completing or funding it.

**Startup & Training:**

Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.

Standard start-up commissioning services includes one trip to jobsite during normal business hours with operational transfers of available building load, 2 Hr. resistive load bank testing. If equipment is not ready for start-up when we arrive at the jobsite, or if additional trips or after-hours trips are required, additional cost will be incurred.

Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.

No videotaping is included with this quotation. All taping is supplied by others.

**3.02 PMA:**

Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.

**Warranty:**

Cummins 5-year generator warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.

Proposal does not include any applicable taxes & is subject to change without further notice.

Shipments are subject to manufacture's lead times and transit times. Cummins Inc assumes no responsibility for delays that are beyond our control and will not pay for liquidated damages. unless otherwise noted.

**LEAD TIME:**

Current Submittal Lead Time: 2 weeks

Current Production Lead Time (after receipt of approved submittal and accepted PO):

Generator: 15 Weeks Plus transit to Colorado & Shop work prior to delivery 3 Weeks.

Availability is subject to change.



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

**Submitted by:**

Nick Heimann  
Senior Sales Executive - PG  
(303) 513-7697  
ji497@cummins.com

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

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**Project: Amendment - Mobile Town  
of Erie**

**TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on Customer's signing or acknowledgment of this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

**2. SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

**3. PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

**4. TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**5. TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**6. INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**8. CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

**9. TERMINATION.** Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

**10. MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**12. MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**13. WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**14. LIMITATIONS ON WARRANTIES.**

**THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**16. LIMITATION OF LIABILITY**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**17. DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare



all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**18. CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services.. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**20. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Colorado without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Colorado shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens. Venue for any legal action arising out of this Agreement shall be in Boulder County, Colorado.

**21. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**22. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**23. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.**25. MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

**26. COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

**27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and**



advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-417, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving an Amendment to the Construction Contract with Territory Unlimited, Inc. for the Erie Commons Irrigation Pond Improvements

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Utilities Director

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

Cost as Recommended:	\$ 236,180
Balance Available:	\$ 638,500
Fund	Water Fund
Line Item Number:	500-75-110-605000-100440
New Appropriation Required:	No

**POLICY ISSUES:**

None

**STAFF RECOMMENDATION:**

Approve the resolution

**SUMMARY/KEY POINTS**

- The current erosion must be fixed
- Not repairing now could cause further erosion and complete failure of the pond embankment
- An amendment to expand the scope of recent work is the quickest and most cost effective approach
- This pond is used to provide irrigation water to Erie Commons and Erie Community Park as well as adjacent areas

**BACKGROUND OF SUBJECT MATTER:**

The Erie Commons Irrigation Pond (Pond) is used to store and deliver irrigation water to meet the Town's irrigation raw water obligations to Erie Commons and the Town's Community Park. The Pond is located east of the Erie Commons subdivision and adjacent to Coal Creek, just east of the Leon A.

Wurl Service Center. The Pond has a history of embankment repairs including:

- **September 2013 Flooding** - Severely damaged the north and south banks which were repaired in 2013.
- **Spring 2017** - Repairs performed to install soil riprap across the entire north bank of the Pond and grouted boulders adjacent to an existing sheet pile cut off wall where the Pond is designed to overtop.
- **Fall 2023** - Further north bank erosion observed due to high Coal Creek flows and overflowing of the Pond due to storm events.
- **In early 2024** - Repairs included replacement of failing grouted boulders and extending the grouted boulder protection to the northeast side of the Pond.

In the Spring 2025, the Contractor completed pond dewatering and drop structure subgrade stabilization which included, installing a vertical sheet pile "cut-off wall" approximately 200-feet long along the north and northeast pond embankment.

A recent storm caused erosion slightly west of the current repairs which has caused seepage from the pond, and the pond bank to become unstable. By increasing the scope of work with Territory Unlimited, we can continue the repairs from spring of 2025 to include this area of the pond bank and possibly connect the area repaired in 2013 creating a connected repair that should hold against high flows from Coal Creek and large storm events.

Original Contract Price:	\$314,586.00
Pond Dewatering:	\$2,232.00
Drop Structure Subgrade Stabilization:	\$33,600.00
Emergency Erosion Stabilization:	\$160,279.00
<u>Contingency Available:</u>	<u>\$40,069.00</u>
Total:	\$550,776.00

Staff is recommending approving the amendment for a base amount of \$196,111 and a contingency of \$40,069 for a total of \$236,180.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☐ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☐ Prosperous Economy

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**File #:** 25-417, **Version:** 1

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- ☒ Well-Maintained Infrastructure
- ☐ Small Town Feel
- ☒ Safe and Healthy Community
- ☒ Effective Governance
- ☒ Environmentally Sustainable
- ☒ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution 25-137
2. Amendment

**Town of Erie  
Resolution No. 25-137**

**A Resolution of the Town Council of the Town of Erie Approving an  
Amendment to the Construction Contract with Territory Unlimited,  
Inc. for the Erie Commons Irrigation Pond Improvements**

**Whereas**, the Town Council finds it in the best interest of the public health, safety and welfare to approve the First Amendment to the Construction Contract with Territory Unlimited, Inc. for the Erie Commons Irrigation Pond Improvements.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Town Council hereby approves the First Amendment to the Construction Contract with Territory Unlimited, Inc. in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Construction Contract on behalf of the Town.

**Adopted this 12<sup>th</sup> day of August, 2025.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**First Amendment to Construction Contract  
Erie Commons Irrigation Pond Improvements (P23-294)**

This First Amendment to Construction Contract (the "First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Territory Unlimited, Inc., an independent contractor with a principal place of business at 3054 South County Road 13, Loveland, CO 80517-8711 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on December 10, 2024, the Parties entered into a Construction Contract (the "Contract"); and

Whereas, on January 4, 2025, the Contractor submitted a proposal to the Town for the performance of additional Work in connection with the Project, as provided in the Pond Dewatering proposal attached hereto and incorporated by this reference as if fully set forth herein ("Pond Dewatering Proposal");

Whereas, on January 10, 2025, the Contractor submitted a proposal to the Town for the performance of additional Work in connection with the Project, as provided in the Drop Structure Subgrade Stabilization proposal attached hereto and incorporated by this reference as if fully set forth herein ("Drop Structure Subgrade Stabilization Proposal"); and

Whereas, on July 10, 2025, the Contractor submitted a proposal to the Town for the performance of additional Work in connection with the Project, as provided in the Change Order, Emergency Erosion Stabilization proposal attached hereto and incorporated by this reference as if fully set forth herein ("Emergency Erosion Stabilization Proposal"); and

Whereas, the Town has directed the Contractor to perform the additional Work in connection with the Project as provided for in the Pond Dewatering Proposal, the Drop Structure Subgrade Stabilization Proposal, and the Emergency Erosion Stabilization Proposal; and

Whereas, the Parties wish to amend the Contract as set forth herein.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Work. The Work required of the Contractor as specified in Paragraph 1 of the Contract is hereby amended to include the addition of all labor, services, materials, tools, supplies, equipment, plant, transportation, and other work

necessary for the completion of the work identified in the Pond Dewatering Proposal, the Drop Structure Subgrade Stabilization Proposal, and the Emergency Erosion Stabilization Proposal, attached hereto and incorporated by this reference as if fully set forth herein.

2. Commencement and Completion of Work. Contractor shall commence the additional Work required of Contractor by this First Amendment that has not already commenced or been completed within 10 days of the Effective Date. Final Completion of the entirety of the additional Work required of Contractor by this First Amendment shall be accomplished by Contractor by December 31, 2025, unless the time within which Contractor is required to achieve Final Completion is subsequently extended in accordance with the Contract Documents.

3. Contract Price. Paragraph 4 of the Contract is hereby amended to increase the Contract Price to \$550,766, allocated as follows:

Original Contract Price:	\$314,586.00
Pond Dewatering:	\$2,232.00
Drop Structure Subgrade Stabilization:	\$33,600.00
Emergency Erosion Stabilization:	\$160,279.00
Contingency Available:	\$40,069.00
Total New Contract Price:	\$550,776.00

4. Paragraph 4 of the Contract is hereby amended to read as follows:

4. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, at the unit Bid prices shown in the Bid Schedule and the Unit-Price Bid Form for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed \$550,776. The Contract Price includes a base amount of \$510,697 and a contingency of \$40,069. Payment to Contractor of any portion of the contingency amount requires the Town's express, written approval. The contingency amount paid to Contractor, if any, shall not result in or serve as the basis for any increase to the Contract Price. In no event shall any portion of the contingency amount be used to cover costs arising from the failure, negligence, mistake or misconduct of Contractor or any of Contractor's subcontractors or suppliers or anyone for whom any of them may be liable. The Contract Price shall include all fees, costs and expenses incurred by Contractor.

5. Except as expressly modified herein, the Contract shall remain in full force and effect.

In Witness Hereof, the Parties have executed this First Amendment as of the Effective Date.

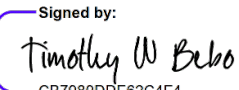
**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

Signed by:  
  
\_\_\_\_\_  
CB7980DDE62C4F4...  
Tim Bebo, President

State of Colorado                    )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Territory Unlimited, Inc.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public



TERRITORY UNLIMITED, INC.

PROPOSAL – Pond Dewatering

3054 South County Road 13  
Loveland, Colorado 80537-8711  
Phone (303) 961-8198 Fax (888) 363-5884  
Tim Bebo, President - tim@territoryunlimited.com

RESPONSE TO RFP #010425.1  
DATE: JANUARY 4, 2025

**TO:**  
Town of Erie  
c/o Zachary Ahinga, P.E. | Civil Engineer  
Planning and Development - Engineering  
645 Holbrook Street  
Erie Colorado 80516

**PROJECT:**  
Erie Commons Irrigation Pond P23-294  
Erie, County of Boulder, Colorado

**COMMENTS OR SPECIAL INSTRUCTIONS:**  
Draw down commons pond to elevation 40.0+/-, maintain intake suction stays off pond of pond to reduce turbidity and disruption of sediments

PROJECT MANAGER	CONTRACTOR	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Tim Bebo	Territory Unlimited, Inc.	Z. Ahinga	TUI	Jobsite	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 lump sum	Gorman-Rupp 6-inch self-prime trash pump w/suction & discharge hose, discharge onto existing boulder drop structure, 2-3 days	\$1,497.00	\$1,497.00
1 lump sum	Labor, deliver& set, maintain, tear-down and return	\$377.00	\$377.00
			\$0.00
Note: Excludes permits and special licensing, sales and use taxes, import or export of soils.		SUBTOTAL	\$1,874.00
		MARKUP	\$358.00
		TAXES	\$0.00
		TOTAL THIS INVOICE	\$2,232.00

If you have any questions concerning this proposal, contact Tim Bebo, 303.961.8198, tim@territoryunlimited.com

Thank you for considering Territory Unlimited, Inc.!

TERRITORY UNLIMITED, INC.

3054 South County Road 13  
Loveland, Colorado 80537-8711  
Phone (303) 961-8198 Fax (888) 363-5884  
Tim Bebo, President - tim@territoryunlimited.com

PROPOSAL – Drop Structure  
Subgrade Stabilization

RESPONSE TO RFP #011025.2  
DATE: JANUARY 10, 2025

**TO:**  
Town of Erie  
c/o Zachary Ahinga, P.E. | Civil Engineer  
Planning and Development - Engineering  
645 Holbrook Street  
Erie Colorado 80516

**PROJECT:**  
Erie Commons Irrigation Pond P23-294  
Erie, County of Boulder, Colorado

**COMMENTS OR SPECIAL INSTRUCTIONS:**  
Subgrade stabilization: Add embankment (void-filled type H riprap, 130 cubic yards+/-) to fill void below existing structure. Includes removal and disposal of unstable subgrade soils. Includes weep drains, 10'o.c.

PROJECT MANAGER	CONTRACTOR	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Tim Bebo	Territory Unlimited, Inc.	D. Kustus	TUI	Jobsite	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 lump sum	Void-filled riprap, drop structure subgrade, 2.5' deep (average)	\$27,234.00	\$27,234.00
1 lump sum	Type II Bedding (6") (44 ton+/-)	\$5,871.00	\$5,871.00
1 lump sum	Performance & Payment Bond increase	\$495.00	\$495.00
Note: Excludes permits and special licensing, sales and use taxes, import or export of soils (unless noted)		SUBTOTAL	\$33,600.00
		MARKUP	included
		TAXES	\$0.00
		TOTAL THIS INVOICE	\$33,600.00

If you have any questions concerning this proposal, contact Tim Bebo, 303.961.8198, tim@territoryunlimited.com

Thank you for considering Territory Unlimited, Inc.!

REVISION: 12/19/2024  
DATE: 12/19/2024  
CHECKED: JNH  
DRAWN: DRK  
DESIGNED: DRK

REV 1: DROP STRUCTURE SUBGRADE STABILIZATION  
RESPEC  
720 S. COLORADO BLVD  
DENVER, CO 80246  
PHONE (303) 757-3655  
FAX (303) 757-3656  
WWW.811.COM  
811  
Know what's below.  
Call before you dig.

ISSUED FOR CONSTRUCTION  
APPROVED BY DATE: 12/20/24

100-YR WSEL = 50.7  
WEIR CONTROL ELEV = (VARIES)  
MAXIMUM POND PERMANENT POOL WSEL = 43.8  
POND BOTTOM = 39.0  
SEE WEIR CONTROL DETAIL  
PVC-13 SHEET PILE CUTOFF WALL, MIN 8" DEPTH  
3 BOULDERS (REUSE EXISTING, SUPPLEMENT AS REQUIRED)  
TOP OF GROUT 6" BELOW TOP OF BOULDERS (TYP)  
NOTE: NO CONCRETE PLACEMENT IN ACTIVE CHANNEL OR UPDRAINING FOR BANK REPAIR ONLY.  
CONCRETE (GROUT) CUTOFF MONOLITHICALLY WITH GROUT  
8" MIN  
TOP OF GROUT 4" BELOW TOP OF BOULDER  
CONCRETE CAP (SEE DETAIL)  
TOP SOIL LAYER 6" MIN  
WEIR CONTROL ELEV - (VARIES)  
PVC-13 SHEET PILE CUTOFF WALL  
1" TOP OF GROUT 4" BELOW TOP OF BOULDER  
CONCRETE CAP FOR SHEET PILE DETAIL NTS

CONCRETE FLUME DROP STRUCTURE NTS

PROTECT WHILE GROUTING, TRM END OF PIPE FLUSH WITH TOP OF GROUT TO MINIMIZE PROTRUSION  
GROUTED BOULDERS  
VOID-FILLED RIPRAP, 2.5' DEPTH TYPE II BEDDING, 6" DEPTH  
DROP STRUCTURE SUBGRADE STABILIZATION DETAIL NTS

WEIR CONTROL DETAIL NTS

PLACE BOULDERS AS TIGHTLY AS POSSIBLE WITH THE REQUIRED BOULDER HEIGHT VERTICAL TO MINIMIZE VOIDS & GROUT  
FINISHED GRADE  
TOP OF ROCK LAYER SHOWN ON PROFILE & SECTIONS  
TOP OF BOULDERS TO REMAIN CLEAN & FREE OF GROUT  
BEFORE GROUTING, CLEAN ALL DIRT & MATERIALS FROM ROCK THAT COULD PREVENT THE GROUT FROM BONDING TO ROCK  
PLACE GROUT IN A MANNER THAT THE GROUT FILLER SPECIFIED GROUT THICKNESS  
PREPARE SUB GRADE (2% MAXIMUM DRY DENSITY)  
GROUTED BOULDER PLACEMENT DETAIL NTS

WEIR CONTROL DETAIL NTS

3" MIN DIAMETER PVC (NON-PERFORATED) PIPE EVERY 10' O.C. MAY BE ADJUSTED DUE TO BOULDER LOCATIONS  
STAINLESS STEEL HOSE CLAMP  
FILTER FABRIC W/ CLAMP AT END OF PIPE  
FILTER FABRIC FILLED WITH 1 CUBIC FOOT OF AASHTO NO. 57 OR NO. 67 AGGREGATE  
WEIR DRAIN NTS

ERIE COMMONS IMPROVEMENTS  
TOWN OF ERIE  
DETAILS (2 OF 2)

DRAWING NUMBER: DT11.2  
SHEET 7

TERRITORY UNLIMITED, INC.

3054 South County Road 13  
Loveland, Colorado 80537-8711  
Phone (303) 961-8198 Fax (888) 363-5884  
Tim Bebo, President - tim@territoryunlimited.com

PROPOSAL – Change Order,  
Emergency Erosion Stabilization

RESPONSE TO RFP #071025.1  
DATE: JULY 10, 2025

**TO:**  
Town of Erie  
c/o Wendi Palmer, P.E. | Civil Engineer III  
Public Works  
645 Holbrook Street  
Erie Colorado 80516

**PROJECT:**  
Erie Commons Irrigation Pond P23-294  
Erie, County of Boulder, Colorado

**COMMENTS OR SPECIAL INSTRUCTIONS:**  
Stabilize eroded Coal Creek embankment – drive sheetpile between Coal Creek and Commons Pond along same alignment as 2017 and 2025 drop structure subsurface sheetpile. Form/pour/finish reinforced concrete cap atop sheetpile. Import/dump and spread type H void-filled riprap replace eroded soil and stabilize embankment.

PROJECT MANAGER	CONTRACTOR	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Tim Bebo	Territory Unlimited, Inc.	W. Palmer	TUI	Jobsite	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 lump sum	Mobilization – Demobilization – General Conditions	\$14,164.00	\$14,164.00
1 lump sum	Steel Sheetpile, 150 wall feet, 10-foot deep, PZC13	\$92,783.00	\$92,783.00
1 lump sum	Concrete Cap (2.5wx1.0d) w/rebar	\$13,690.00	\$13,690.00
1 lump sum	Void-filled Riprap (type H) at eroded/exposed slope (250 tons)	\$39,642.00	\$39,642.00
Note: Excludes permits and special licensing, sales and use taxes, import or export of soils.			
			SUBTOTAL
			\$160,279.00
			CONTINGENCY (25%)
			\$40,070.00
			TAXES
			\$0.00
			TOTAL THIS INVOICE
			\$200,349.00

If you have any questions concerning this proposal, contact Tim Bebo, 303.961.8198, tim@territoryunlimited.com

Thank you for considering Territory Unlimited, Inc.!

## Certificate Of Completion

Envelope Id: 56928BB7-A69B-4C47-85E3-EDB8706A11EF  
 Subject: Complete with Docusign: First Amendment to Construction Contract.pdf  
 Source Envelope:  
 Document Pages: 7  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Kris McDaniel  
 645 Holbrook Street  
 P.O. Box 750  
 Erie, CO 80516  
 krismc@erieco.gov  
 IP Address: 205.197.208.157

## Record Tracking

Status: Original  
 7/16/2025 5:36:59 PM  
 Holder: Kris McDaniel  
 krismc@erieco.gov  
 Location: DocuSign

## Signer Events

Timothy W Bebo  
 Tim@territoryunlimited.com  
 President  
 Territory Unlimited, Inc.  
 Security Level: Email, Account Authentication  
 (None)

## Signature

Signed by:  
  
 CB7980DDE62C4F4...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 64.234.250.13

## Timestamp

Sent: 7/16/2025 5:38:02 PM  
 Viewed: 7/17/2025 6:32:29 AM  
 Signed: 7/17/2025 6:33:02 AM

## Electronic Record and Signature Disclosure:

Accepted: 7/17/2025 6:32:29 AM  
 ID: 8a3bf92f-8dfe-41ef-98e5-db457bbaf2d6

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	7/16/2025 5:38:02 PM
Certified Delivered	Security Checked	7/17/2025 6:32:29 AM
Signing Complete	Security Checked	7/17/2025 6:33:02 AM
Completed	Security Checked	7/17/2025 6:33:02 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Town of Erie:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@erieco.gov](mailto:docusign@erieco.gov)

### **To advise Town of Erie of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@erieco.gov](mailto:docusign@erieco.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Town of Erie**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [townclerk@erieco.gov](mailto:townclerk@erieco.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Town of Erie**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@erieco.gov](mailto:docusign@erieco.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-422, **Version:** 1

---

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving the Second Amendment to the Development Agreement for Westerly Filing No. 1

**DEPARTMENT:** Planning & Development

**PRESENTER(S):** Aly Burkhalter, Senior Planner

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

N/A

**POLICY ISSUES:**

Staff's analysis indicates the proposed Development Agreement (DA) Amendment is consistent with the Town Charter, Municipal Code, and Council priorities.

**STAFF RECOMMENDATION:**

Staff recommend the Town Council approve the Second Amendment to the Development Agreement for Westerly Filing No. 1.

**SUMMARY/KEY POINTS**

Specifically, this second amendment to the development agreement captures the following changes:

- Tract H landscape plan is updated, from interim conditions to be completed with a different filing, to final conditions to be completed in this filing.
- Road construction plan updates to capture bike lanes, bus stop designs, and other public safety concerns, and to have the developer responsible for constructing the bus stop improvements.
- Exhibit B is updated to reflect the cost of these public improvements for surety and Exhibit C phasing changes.

**BACKGROUND OF SUBJECT MATTER:**

Westerly Filing No. 1 is platted into 311 lots and 27 tracts approved by the Board of Trustees on January 8, 2021. Filing 1 plat was amended on November 9, 2021, and the development agreement

was first amended on December 21, 2021.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☐ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☒ Well-Maintained Transportation Infrastructure
- ☐ Small Town Feel
- ☒ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution No. 25 -134
2. Second Amendment to Development Agreement (Westerly Filing No. 1)
3. First Amendment to Development Agreement (Westerly Filing No. 1)
4. Original Development Agreement (Westerly Filing No. 1)

**Town of Erie  
Resolution No. 25-134**

**A Resolution of the Town Council of the Town of Erie Approving  
the Second Amendment to the Development Agreement for  
Westerly Filing No. 1**

**Whereas**, on January 27, 2021, the Town and Erie Land Company, LLC entered into a Development Agreement for Westerly Filing No. 1; and

**Whereas**, on December 21, 2021, the Town and Erie Land Company, LLC amended the Development Agreement, and wish to amend the Agreement again.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Second Amendment to the Development Agreement with Erie Land Company, LLC. is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Second Amendment on behalf of the Town.

**Adopted this 12<sup>th</sup> day of August, 2025.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Second Amendment to Development Agreement**  
**(Westerly Filing No. 1)**

This Second Amendment to Development Agreement (the "Second Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Erie Land Company, LLC, a Delaware limited liability company with an address of 3990 Hillsboro Pike, Suite 400, Nashville, TN 37215 ("Developer") (each a "Party" and collectively the "Parties").

Whereas, on January 27, 2021, the Parties entered into a Development Agreement for Westerly Filing No. 1, recorded with the Weld County Clerk and Recorder on January 28, 2021, at Reception No. 4676400 (the "DA");

Whereas, on December 21, 2021, the Parties entered into the First Amendment to Development Agreement, recorded with the Weld County Clerk and Recorder on December 22, 2021, at Reception No. 4787401 (the "First Amendment"); and

Whereas, the Parties desire to further amend the DA as provided herein.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Exhibit B to the DA is hereby replaced with **Exhibit B-1**, attached hereto and incorporated herein by this reference.
2. Exhibit C to the DA is hereby replaced with **Exhibit C-2**, attached hereto and incorporated herein by this reference.
3. Section 3 of the DA is hereby amended by the addition of the following new subsections:

i. *Interim Bus Stop Improvements.* Developer shall construct and install interim bus stop improvements on Peach Avenue consisting of a concrete pad and a boarding area in compliance with the Americans with Disabilities Act, as generally depicted in Sheet 8 (SD-C101) of the Regional Transportation District ("RTD") Bus Infrastructure Standard Drawings (2016) (the "Interim Bus Stop Improvements") prior to the date on which RTD commences service to the bus stop on Peach Avenue. Developer may remove the Interim Bus Stop Improvements after permanent bus stop improvements (to include a bus stop shelter) are constructed in the North Westerly Development. The Interim Bus Stop Improvements shall receive Final Acceptance on or before November 1, 2025.

j. *Accessibility.* Developer shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology

pursuant to C.R.S. § 24-85-103 applicable to private parties, if any, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Developer's noncompliance with any such accessibility standards.

4. Except specifically amended by the First Amendment and this Second Amendment, the DA remains unmodified and in full force and effect.

In Witness Whereof, the Parties have executed this Second Amendment as of the Effective Date.

**Town of Erie, Colorado**

---

Andrew J. Moore, Mayor

Attest:

---

Debbie Stamp, Town Clerk

**Developer**

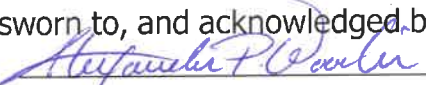
**Erie Land Company, LLC,**  
a Delaware limited liability company



Name: ALEXANDER P. WOODIN

Title: REGIONAL DEVELOPMENT MANAGER

State of Colorado )  
County of Weld ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me  
this 10 day of July, 2025, by  as the  
REGIONAL DEVELOPMENT MANAGER of Erie Land Company, LLC, a Delaware limited liability company.

My commission expires:

(Seal) 3/21/2029

  
Notary Public



## **Exhibit B-1 Improvements**

Exhibit B								
Engineer's Estimate of Probable Cost								
Westerly Filing 1 Amendment 2 - Overall								
17-Jun-25								
Item	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total		
Water	\$ 558,227	\$ 282,370	\$ 261,565	\$ 198,305	\$ -	\$ 1,300,467		
Sanitary	\$ 333,065	\$ 278,976	\$ 139,970	\$ 176,727	\$ -	\$ 928,738		
Storm Sewer	\$ 1,479,146	\$ 628,194	\$ 483,976	\$ 459,970	\$ -	\$ 3,051,286		
Streets	\$ 7,108,095	\$ 2,129,476	\$ 1,340,383	\$ 1,460,622	\$ -	\$ 12,038,575		
All Subtotal	\$ 9,478,533	\$ 3,319,016	\$ 2,225,894	\$ 2,295,624	\$ -	\$ 17,319,066		
15% Contingency	\$ 1,421,780	\$ 497,852	\$ 333,884	\$ 344,344	\$ -	\$ 2,597,860		
Total	\$ 10,900,312	\$ 3,816,868	\$ 2,559,778	\$ 2,639,967	\$ -	\$ 19,916,925		
Landscaping	\$ 1,496,156	\$ 250,009	\$ 200,680	\$ 74,133	\$ 167,401	\$ 2,188,379		
Irrigation	\$ 792,498	\$ 23,786	\$ 11,894	\$ 14,304	\$ 191,673	\$ 1,034,156		
Tract Y	-	-	-	\$ 374,988	-	\$ 374,988		
Subtotal	\$ 2,288,654	\$ 273,795	\$ 212,574	\$ 463,426	\$ 359,074	\$ 3,597,523		
15% Contingency	\$ 343,298	\$ 41,069	\$ 31,886	\$ 69,514	\$ 53,861	\$ 539,628		
Total	\$ 2,631,952	\$ 314,864	\$ 244,460	\$ 532,939	\$ 412,935	\$ 4,137,152		



Matrix

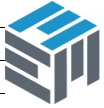


Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 1				
17-Jun-25				
Item	Quantity	Units	Unit Price	Total Price
<b><u>Water</u></b>				
Bend - 8"	28	EA	\$350.00	\$9,800
Bend (Non-Potable) - 12"	2	EA	\$550.00	\$1,100
Connect to existing Water Main	2	EA	\$3,500.00	\$7,000
Cross - 8"	2	EA	\$1,000.00	\$2,000
Fire Hydrant Assembly	13	EA	\$2,550.00	\$33,150
Irrigation Service	2	EA	\$1,350.00	\$2,700
Meter (Non-Potable Connection to Pond)	1	EA	\$650.00	\$650
Tee - 8"x6" Swivel	13	EA	\$1,000.00	\$13,000
Tee - 8"	16	EA	\$1,000.00	\$16,000
Tee (Non-Potable) - 12"	1	EA	\$1,250.00	\$1,250
Tee 30x8"	1	EA	\$1,250.00	\$1,250
Temporary Blow Off Valve	5	EA	\$1,300.00	\$6,500
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Butterfly Valve	2	EA	\$5,000.00	\$10,000
Gate Valve (6-inch)	13	EA	\$1,300.00	\$16,900
Gate Valve (8-inch)	46	EA	\$1,300.00	\$59,800
Gate Valve (Non-Potable)	2	EA	\$1,450.00	\$2,900
Water Main (12-inch PVC)(Non-Potable)	1357	LF	\$45.00	\$61,065
Water Main (8-inch PVC)	7030	LF	\$25.00	\$175,750
Water Main (6-inch DIP)	141	LF	\$32.00	\$4,512
Water Main Lowering	12	EA	\$2,500.00	\$30,000
Water Service (3/4" Type 'K' Copper)	82	EA	\$1,200.00	\$98,400
			<b>Subtotal</b>	<b>\$558,227</b>
<b><u>Sanitary</u></b>				
Connect to existing Sewer Main	1	EA	\$1,500.00	\$1,500
Manhole (4' Dia.)	34	EA	\$2,500.00	\$85,000
Manhole (5' Dia.)	5	EA	\$3,000.00	\$15,000
Sanitary Main (12" PVC)	141	LF	\$30.00	\$4,230
Sanitary Main (10" PVC)	1341	LF	\$27.50	\$36,878
Sanitary Main (8" PVC)	4759	LF	\$23.00	\$109,457
Sewer Service	80	EA	\$1,000.00	\$80,000
Plug	2	EA	\$500.00	\$1,000
			<b>Subtotal</b>	<b>\$333,065</b>
<b><u>Storm Sewer</u></b>				
Forebay	2	EA	\$5,500.00	\$11,000
Headwall	0	EA	\$3,750.00	\$0
Inlet (5-ft Type 'R')	3	EA	\$4,000.00	\$12,000
Inlet (10-ft Type 'R')	6	EA	\$6,500.00	\$39,000
Inlet (15-ft Type 'R')	12	EA	\$8,750.00	\$105,000
Manhole (48" Dia.)	7	EA	\$3,000.00	\$21,000
Manhole (60" Dia.)	11	EA	\$3,750.00	\$41,250
Manhole (72" Dia.)	1	EA	\$4,750.00	\$4,750
Manhole (Type 'B')	23	EA	\$6,000.00	\$138,000
Manhole (Type 'P')	5	EA	\$6,500.00	\$32,500
Outlet Structure	1	EA	\$12,500.00	\$12,500
Overflow Wall	264	LF	\$35.00	\$9,240
Pipe (18" RCP)	126	LF	\$45.00	\$5,670
Pipe (24" RCP)	750	LF	\$52.00	\$39,000
Pipe (30" RCP)	426	LF	\$60.00	\$25,560

Pipe (36" RCP)	419	LF	\$90.00	\$37,710
Pipe (42" RCP)	936	LF	\$105.00	\$98,280
Pipe (48" RCP)	194	LF	\$120.00	\$23,280
Pipe (54" RCP)	165	LF	\$135.00	\$22,275
Pipe (60" RCP)	412	LF	\$150.00	\$61,800
Pipe (66" RCP)	39	LF	\$165.00	\$6,435
Pipe (72" RCP)	1312	LF	\$180.00	\$236,160
Pipe (84" RCP)	571	LF	\$210.00	\$119,910
Pipe (53"x83" HERCP)	357	LF	\$198.00	\$70,686
Private Edge Drain	9418	LF	\$30.00	\$282,540
Trickle Channel (Concrete)	944	LF	\$25.00	\$23,600
			<b>Subtotal</b>	<b>\$1,479,146</b>
<b>Streets</b>				
Asphalt - 6"	99625	SY	\$22.00	\$2,191,750
Base Course - 10"	99625	SY	\$12.00	\$1,195,500
Concrete (Alley) Pavement - 8"	14136	SY	\$72.00	\$1,017,792
Concrete Trail - 4"	248168	SF	\$3.00	\$744,504
Concrete Crossspan - 6"	184	LF	\$11.00	\$2,024
Curb Ramp	51	EA	\$950.00	\$48,450
Alley Entrance	6	EA	\$6,500.00	\$39,000
Sidewalk	505640	SF	\$2.50	\$1,264,100
Street Name Sign	38	EA	\$450.00	\$17,100
One Way Sign	13	EA	\$550.00	\$7,150
Do Not Enter Sign	1	EA	\$550.00	\$550
Stop Sign	19	EA	\$550.00	\$10,450
Speed Limit Sign	2	EA	\$550.00	\$1,100
No Parking Bike Lane Sign	3	EA	\$550.00	\$1,650
Local Street Light	2	EA	\$9,500.00	\$19,000
Collector Street Light	18	EA	\$9,500.00	\$171,000
Arterial Street Light	11	EA	\$11,500.00	\$126,500
Striping	9670	LF	\$1.00	\$9,670
Stop Bar	242	LF	\$2.50	\$605
Crosswalk	78	LF	\$5.00	\$390
Green Bike Box Pavement Marking	6	EA	\$100.00	\$600
Standard Bike Pavement Marking	7	EA	\$80.00	\$560
Subgrade Prep	0	SY	\$2.25	\$0
Vertical Curb & Gutter	14700	LF	\$14.50	\$213,150
Traffic Control	10	DAYS	\$2,550.00	\$25,500
			<b>Subtotal</b>	<b>\$7,108,095</b>
<b>Landscaping</b>				
Sod (includes prep.)	213,488	SF	\$1.00	\$213,487.55
Native Seed Mix (includes prep.)	471,059	SF	\$0.45	\$211,976.74
Rock Mulch	5,307	SF	\$1.20	\$6,368.56
Wood Mulch	10,012	SF	\$0.75	\$7,509.04
Crusher fines	26,225	SF	\$7.00	\$183,571.99
Steel Edger	4,155	LF	\$3.50	\$14,542.50
2" Caliper Deciduous Trees	170	EA	\$525.00	\$89,250.00
2" Caliper Ornamental Tree	115	EA	\$400.00	\$46,000.00
6' Height Coniferous Tree	46	EA	\$650.00	\$29,900.00
5 Gal Shrubs	999	EA	\$50.00	\$49,950.00
1 Gal Perennials/ Annuals/ Grasses	2,659	EA	\$20.00	\$53,180.00
Landscape Boulder	45	EA	\$600.00	\$27,000.00
<b>Site Features</b>				
Two-Rail Wood Fence	720	LF	\$20.00	\$14,400.00
3' Masonry Wall	196	LF	\$450.00	\$88,200.00

4' Masonry Columns	31	EA	\$1,800.00	\$55,800.00
5' Masonry Columns	1	EA	\$2,600.00	\$2,600.00
Entry Monument	2	EA	\$17,500.00	\$35,000.00
Bench	15	EA	\$2,000.00	\$30,000.00
Trash Receptacle	6	EA	\$1,500.00	\$9,000.00
Bike Rack	4	EA	\$1,200.00	\$4,800.00
Pet Station	4	EA	\$680.00	\$2,720.00
Up-Lights	38	EA	\$700.00	\$26,600.00
Hammock	6	EA	\$300.00	\$1,800.00
Hammock Post	10	EA	\$500.00	\$5,000.00
Picnic Table	7	EA	\$3,500.00	\$24,500.00
Small Shelter	2	EA	\$36,000.00	\$72,000.00
Pedestrian Lights	29	EA	\$4,500.00	\$130,500.00
Catenary Lights	10	EA	\$800.00	\$8,000.00
Catenary Light Poles	8	EA	\$1,500.00	\$12,000.00
Tree Grates	27	EA	\$1,500.00	\$40,500.00
		Landscape Subtotal		\$1,496,156.38
Irrigation				
CL200 PVC Lateral - 1"	31683	Lf	\$3.05	\$96,633
CL200 PVC Lateral - 1.5"	7108	Lf	\$3.53	\$25,091
CL200 PVC Lateral - 2"	3498	Lf	\$4.30	\$15,042
CL200 PVC Lateral - 2.5"	1293	Lf	\$5.17	\$6,686
CL200RT PVC Mainline 1-1/4"	259	Lf	\$3.78	\$978
CL200RT PVC Mainline 2"	1222	Lf	\$7.25	\$8,860
CL200RT PVC Mainline 2.5"	1544	Lf	\$8.65	\$13,359
CL200RT PVC Mainline 3"	3556	Lf	\$10.00	\$35,563
CL200RT PVC Mainline 4"	2665	Lf	\$15.00	\$39,973
Drain Valve - 1" 1/4 turn	10	Ea	\$313.00	\$3,180
Gate Valve - 2"	7	Ea	\$202.94	\$1,500
Gate Valve - 2.5"	4	Ea	\$266.00	\$983
Gate Valve Gasketed - 3"	18	Ea	\$398.00	\$7,353
Gate Valve Gasketed - 4"	13	Ea	\$554.00	\$7,164
Gate Valve - 1-1/4"	2	Ea	\$167.00	\$309
Hunter I-25 ADS Rotor	79	Ea	\$119.00	\$9,343
Hunter I-20 6" PRB Rotor	79	Ea	\$87.00	\$6,831
Hunter I-20 12" PRB Rotor	241	Ea	\$126.00	\$30,377
Rain Bird - RD 6"w/ plstc mpr nozz	1113	Ea	\$31.00	\$34,505
Rain Bird - RD 12" Pop w/Rotator Noz	503	Ea	\$57.00	\$28,695
Rain Bird PES-B-RD - 1" valve /decoder	35	Ea	\$287.00	\$10,074
Rain Bird PES-B -RD - 1.5" valve/decoder	54	Ea	\$331.00	\$18,039
Rain Bird PES-B - RD 2" valve/decoder	30	Ea	\$408.00	\$12,060
Rain Bird 44LRC Quick Cplr	54	Ea	\$330.00	\$17,680
1" Master valve	1	Ea	\$187.00	\$173
3" Large Master valve w/decoder	3	Ea	\$750.00	\$2,078
Two Wire Decoder cable	10854	Lf	\$1.10	\$11,939
AWG Wire #14	2032	Lf	\$0.25	\$508
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	32	Ea	\$357.00	\$11,542
Drip POS PC Emitters & Micro Tubing	8320	Lf	\$2.57	\$21,382
Drip Blow-Out Box w/Operator	79	Ea	\$112.00	\$8,897
Hardie Dura-pol Tubing	19943	Lf	\$0.85	\$16,951
CL160 PVC Sleeve 2"	2910	Lf	\$17.00	\$49,464
CL160 PVC Sleeve 4"	887	Lf	\$21.00	\$18,622
CL160 PVC Sleeve 6"	988	Lf	\$27.00	\$26,686
CL160 PVC Sleeve 8"	527	Lf	\$42.00	\$22,113
Febco 825YA BFP - .75"	1	Ea	\$925.00	\$854

Febco 880N BFP - 3"	1	Ea	\$7,013.88	\$6,479
Srong Box enclosure	1	Ea	\$575.00	\$531
Guard Shack GS-5 enclosure	1	Ea	\$875.00	\$808
Pond Pumping System POC #1	1	Ls	\$109,000.00	\$100,684
Pumping System Booster Nova LG Poc #2	1	Ls	\$16,750.00	\$15,472
Pumping System Booster Nova Poc #3	1	Ls	\$9,500.00	\$8,775
Hand Held decoder Programmer	1	Ea	\$1,240.00	\$1,145
2-Wire Surge Assembly	40	Ea	\$95.00	\$3,773
Hunter ACC-2, A2C-D LITEKIT - PED -PP	3	Ea	\$9,600.00	\$26,603
Controller Grounding	1	LS	\$1,700.00	\$1,570
Electrical Connections	1	LS	\$5,600.00	\$5,173
			<b>Irrigation Subtotal</b>	<b>\$792,498</b>
			<b>All Subtotal</b>	<b>\$11,767,187</b>
			<b>15% Contingency</b>	<b>\$1,765,078</b>
			<b>Total</b>	<b>\$13,532,265</b>



**Matrix**

Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 2				
17-Jun-25				
Item	Quantity	Units	Unit Price	Total Price
<b><u>Water</u></b>				
Bend - 8"	19	EA	\$350.00	\$6,650
Cross - 8"	2	EA	\$1,000.00	\$2,000
Fire Hydrant Assembly	7	EA	\$2,550.00	\$17,850
Irrigation Service	0	EA	\$1,350.00	\$0
Tee - 8"x6" Swivel	7	EA	\$1,000.00	\$7,000
Tee - 8"	3	EA	\$1,000.00	\$3,000
Temporary Blow Off Valve	1	EA	\$1,300.00	\$1,300
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	7	EA	\$1,300.00	\$9,100
Gate Valve (8-inch)	21	EA	\$1,300.00	\$27,300
Water Main (8-inch PVC)	3750	LF	\$25.00	\$93,750
Water Main (6-inch DIP)	85	LF	\$32.00	\$2,720
Water Main Lowering	4	EA	\$2,500.00	\$10,000
Water Service (3/4" Type 'K' Copper)	80	EA	\$1,200.00	\$96,000
Water Service (Master Meter Serving 7 lots)	1	EA	\$1,200.00	\$1,200
			<b>Subtotal</b>	<b>\$282,370</b>
<b><u>Sanitary</u></b>				
Manhole (4' Dia.)	34	EA	\$2,500.00	\$85,000
Manhole (5' Dia.)	2	EA	\$3,000.00	\$6,000
Sanitary Main (8" PVC)	3912	LF	\$23.00	\$89,976
Sewer Service	98	EA	\$1,000.00	\$98,000
			<b>Subtotal</b>	<b>\$278,976</b>
<b><u>Storm Sewer</u></b>				
Inlet (5-ft Type 'R')	2	EA	\$4,000.00	\$8,000
Inlet (10-ft Type 'R')	7	EA	\$6,500.00	\$45,500
Inlet (15-ft Type 'R')	3	EA	\$8,750.00	\$26,250
Inlet (20-ft Type 'R')	1	EA	\$11,500.00	\$11,500
Manhole (48" Dia.)	6	EA	\$3,000.00	\$18,000
Manhole (60" Dia.)	2	EA	\$3,750.00	\$7,500
Manhole (Type 'B')	10	EA	\$6,000.00	\$60,000
Pipe (18" RCP)	68	LF	\$45.00	\$3,060
Pipe (24" RCP)	427	LF	\$52.00	\$22,204
Pipe (30" RCP)	67	LF	\$60.00	\$4,020
Pipe (42" RCP)	195	LF	\$105.00	\$20,475
Pipe (60" RCP)	322	LF	\$150.00	\$48,300
Pipe (66" RCP)	579	LF	\$165.00	\$95,535
Private Edge Drain	8595	LF	\$30.00	\$257,850
			<b>Subtotal</b>	<b>\$628,194</b>
<b><u>Streets</u></b>				
Asphalt - 6"	25522	SY	\$22.00	\$561,484
Base Course - 10"	25522	SY	\$12.00	\$306,264
Concrete Pavement (Alley) - 8"	3386	SY	\$72.00	\$243,792
Concrete Trail - 4"	7924	SF	\$3.00	\$23,772
Concrete Crossspan - 6"	256	LF	\$11.00	\$2,816
Curb Ramp	20	EA	\$950.00	\$19,000
Alley Entrance	16	EA	\$6,500.00	\$104,000
Sidewalk	229701	SF	\$2.50	\$574,253

Street Name Sign	22	EA	\$450.00	\$9,900
One Way Sign	1	EA	\$550.00	\$550
Stop Sign	14	EA	\$550.00	\$7,700
No Parking Bike Lane Sign	12	EA	\$550.00	\$6,600
Divided Highway Sign	5	EA	\$550.00	\$2,750
Local Street Light	8	EA	\$9,500.00	\$76,000
Collector Street Light	5	EA	\$9,500.00	\$47,500
Arterial Street Light	0	EA	\$11,500.00	\$0
Striping	2816	LF	\$1.00	\$2,816
Stop Bar	60	LF	\$2.50	\$150
Green Bike Box Pavement Marking	1	EA	\$100.00	\$100
Standard Bike Pavement Marking	10	EA	\$80.00	\$800
Subgrade Prep	0	SY	\$2.25	\$0
Vertical Curb & Gutter	9602	LF	\$14.50	\$139,229
Traffic Control	0	DAYS	\$2,550.00	\$0
			<b>Subtotal</b>	<b>\$2,129,476</b>
<b>Landscaping</b>				
Sod (includes prep.)	12,269	SF	\$1.00	\$12,268.77
Native Seed Mix (includes prep.)	2,582	SF	\$0.45	\$1,161.87
Rock Mulch	10,923	SF	\$1.20	\$13,107.59
Wood Mulch	2,585	SF	\$0.75	\$1,938.53
Steel Edger	98	LF	\$3.50	\$343.00
2" Caliper Deciduous Trees	11	EA	\$525.00	\$5,775.00
2" Caliper Ornamental Tree	13	EA	\$400.00	\$5,200.00
6' Height Coniferous Tree	9	EA	\$650.00	\$5,850.00
5 Gal Shrubs	633	EA	\$50.00	\$31,650.00
1 Gal Perennials/ Annuals/ Grasses	613	EA	\$20.00	\$12,260.00
Landscape Boulder	30	EA	\$600.00	\$18,000.00
<b>Site Features</b>				
Three-Rail Wood Fence	86	LF	\$27.00	\$2,322.00
4' Masonry Columns	2	EA	\$1,800.00	\$3,600.00
5' Masonry Columns	1	EA	\$2,600.00	\$2,600.00
Bench	3	EA	\$2,000.00	\$6,000.00
Up-Lights	1	EA	\$700.00	\$700.00
Trash Receptacle	2	EA	\$1,500.00	\$3,000.00
Bike Rack	2	EA	\$1,200.00	\$2,400.00
Charcoal Grill	2	EA	\$680.00	\$1,360.00
Pet Station	1	EA	\$680.00	\$680.00
Picnic Table	4	EA	\$3,500.00	\$14,000.00
Small Shelter	1	EA	\$36,000.00	\$36,000.00
Park ID Signage	1	EA	\$800.00	\$800.00
Multi-Level Play Structure	1	EA	\$45,000.00	\$45,000.00
Log Crawl Tunnel	1	EA	\$6,500.00	\$6,500.00
Playground Surfacing	1,473	SF	\$4.00	\$5,892.00
Boulder Retaining Wall	40	LF	\$200.00	\$8,000.00
Concrete Cornhole	4	EA	\$900.00	\$3,600.00
			<b>Landscape Subtotal</b>	<b>\$250,008.76</b>
<b>Irrigation</b>				
CL200 PVC Lateral - 1"	1237	Lf	\$3.05	\$3,774
CL200 PVC Lateral - 1.5"	278	Lf	\$3.53	\$980
CL200 PVC Lateral - 2"	137	Lf	\$4.30	\$587
CL200 PVC Lateral - 2.5"	51	Lf	\$5.17	\$261

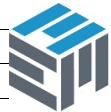
CL200RT PVC Mainline 1-1/4"	10	Lf	\$3.78	\$38
CL200RT PVC Mainline 2"	48	Lf	\$7.25	\$346
CL200RT PVC Mainline 2.5"	60	Lf	\$8.65	\$522
CL200RT PVC Mainline 3"	139	Lf	\$10.00	\$1,389
CL200RT PVC Mainline 4"	104	Lf	\$15.00	\$1,561
Gate Valve Gasketed - 3"	1	Ea	\$398.00	\$287
Hunter I-25 ADS Rotor	3	Ea	\$119.00	\$365
Hunter I-20 6" PRB Rotor	3	Ea	\$87.00	\$267
Hunter I-20 12" PRB Rotor	9	Ea	\$126.00	\$1,186
Rain Bird - RD 6"w/ plstc mpr nozz	43	Ea	\$31.00	\$1,348
Rain Bird - RD 12" Pop w/Rotator Noz	20	Ea	\$57.00	\$1,121
Rain Bird PES-B-RD - 1" valve /decoder	1	Ea	\$287.00	\$393
Rain Bird PES-B -RD - 1.5" valve/decoder	2	Ea	\$331.00	\$705
Rain Bird PES-B - RD 2" valve/decoder	1	Ea	\$408.00	\$471
Rain Bird 44LRC Quick Cplr	2	Ea	\$330.00	\$691
Two Wire Decoder cable	424	Lf	\$1.10	\$466
AWG Wire #14	79	Lf	\$0.25	\$20
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	1	Ea	\$357.00	\$451
Drip POS PC Emitters & Micro Tubing	325	Lf	\$2.57	\$835
Drip Blow-Out Box w/Operator	3	Ea	\$112.00	\$347
Hardie Dura-pol Tubing	779	Lf	\$0.85	\$662
CL160 PVC Sleeve 2"	114	Lf	\$17.00	\$1,932
CL160 PVC Sleeve 4"	35	Lf	\$21.00	\$727
CL160 PVC Sleeve 6"	39	Lf	\$27.00	\$1,042
CL160 PVC Sleeve 8"	21	Lf	\$42.00	\$864
2-Wire Surge Assembly	2	Ea	\$95.00	\$147
			<b>Irrigation Subtotal</b>	<b>\$23,786</b>
			<b>All Subtotal</b>	<b>\$3,592,810</b>
			<b>15% Contingency</b>	<b>\$538,922</b>
			<b>Total</b>	<b>\$4,131,732</b>
 <b>Matrix</b>				

Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 3				
17-Jun-25				
Item	Quantity	Units	Unit Price	Total Price
<b><u>Water</u></b>				
Bend - 8"	18	EA	\$350.00	\$6,300
Fire Hydrant Assembly	8	EA	\$2,550.00	\$20,400
Irrigation Service	1	EA	\$1,350.00	\$1,350
Tee - 8"x6" Swivel	8	EA	\$1,000.00	\$8,000
Tee - 8"	2	EA	\$1,000.00	\$2,000
Temporary Blow Off Valve	1	EA	\$1,300.00	\$1,300
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	8	EA	\$1,300.00	\$10,400
Gate Valve (8-inch)	15	EA	\$1,300.00	\$19,500
Water Main (8-inch PVC)	3495	LF	\$25.00	\$87,375
Water Main (6-inch DIP)	95	LF	\$32.00	\$3,040
Water Main Lowering	2	EA	\$2,500.00	\$5,000
Water Service (3/4" Type 'K' Copper)	77	EA	\$1,200.00	\$92,400
			<b>Subtotal</b>	<b>\$261,565</b>
<b><u>Sanitary</u></b>				
Manhole (4' Dia.)	22	EA	\$2,500.00	\$55,000
Sanitary Main (8" PVC)	390	LF	\$23.00	\$8,970
Sewer Service	76	EA	\$1,000.00	\$76,000
Plug	1	EA	\$500.00	\$500
			<b>Subtotal</b>	<b>\$139,970</b>
<b><u>Storm Sewer</u></b>				
Inlet (5-ft Type 'R')	1	EA	\$4,000.00	\$4,000
Inlet (10-ft Type 'R')	3	EA	\$6,500.00	\$19,500
Inlet (15-ft Type 'R')	3	EA	\$8,750.00	\$26,250
Manhole (48" Dia.)	4	EA	\$3,000.00	\$12,000
Manhole (60" Dia.)	6	EA	\$3,750.00	\$22,500
Manhole (72" Dia.)	5	EA	\$4,750.00	\$23,750
Pipe (18" RCP)	59	LF	\$45.00	\$2,655
Pipe (24" RCP)	58	LF	\$52.00	\$3,016
Pipe (36" RCP)	591	LF	\$90.00	\$53,190
Pipe (54" RCP)	779	LF	\$135.00	\$105,165
Private Edge Drain	7055	LF	\$30.00	\$211,650
Flared End Section (24")	1	EA	\$300.00	\$300
			<b>Subtotal</b>	<b>\$483,976</b>
<b><u>Streets</u></b>				
Asphalt - 6"	12213	SY	\$22.00	\$268,686
Base Course - 10"	12213	SY	\$12.00	\$146,556
Concrete Pavement - 8"	6384	SY	\$72.00	\$459,648
Concrete Trail - 4"	26844	SF	\$3.00	\$80,532
Concrete Crossspan - 6"	2400	LF	\$11.00	\$26,400
Curb Ramp	19	EA	\$950.00	\$18,050
Alley Entrance	1	EA	\$6,500.00	\$6,500
Sidewalk	29934	SF	\$2.50	\$74,835
Street Name Sign	28	EA	\$450.00	\$12,600
One Way Sign	0	EA	\$550.00	\$0
Stop Sign	13	EA	\$550.00	\$7,150



Local Street Light	4	EA	\$9,500.00	\$38,000
Collector Street Light	9	EA	\$9,500.00	\$85,500
Arterial Street Light	0	EA	\$11,500.00	\$0
Striping	926	LF	\$1.00	\$926
Stop Bar	23	LF	\$2.50	\$58
Standard Bike Pavement Marking	4	EA	\$80.00	\$320
Subgrade Prep	0	SY	\$2.25	\$0
Vertical Curb & Gutter	7905	LF	\$14.50	\$114,623
Traffic Control	0	DAYS	\$2,550.00	\$0
			<b>Subtotal</b>	<b>\$1,340,383</b>
<b>Landscaping</b>				
Sod (includes prep.)	6,940	SF	\$1.00	\$6,939.75
Native Seed Mix (includes prep.)	1,592	SF	\$0.45	\$716.24
Rock Mulch	4,935	SF	\$1.20	\$5,921.54
Wood Mulch	888	SF	\$0.75	\$666.20
2" Caliper Deciduous Trees	10	EA	\$525.00	\$5,250.00
2" Caliper Ornamental Tree	6	EA	\$400.00	\$2,400.00
6' Height Coniferous Tree	10	EA	\$650.00	\$6,500.00
5 Gal Shrubs	150	EA	\$50.00	\$7,500.00
1 Gal Perennials/ Annuals/ Grasses	147	EA	\$20.00	\$2,940.00
Landscape Boulder	15	EA	\$600.00	\$9,000.00
<b>Site Features</b>				
Three-Rail Wood Fence	434	LF	\$27.00	\$11,718.00
Bench	2	EA	\$2,000.00	\$4,000.00
Trash Receptacle	2	EA	\$1,500.00	\$3,000.00
Bike Rack	2	EA	\$1,200.00	\$2,400.00
Pet Station	2	EA	\$680.00	\$1,360.00
Picnic Table	4	EA	\$3,500.00	\$14,000.00
Small Shelter	1	EA	\$36,000.00	\$36,000.00
Park ID Signage	1	EA	\$800.00	\$800.00
Multi-Level Play Structure	1	EA	\$45,000.00	\$45,000.00
Log Bench	2	EA	\$3,500.00	\$7,000.00
Log Crawl Tunnel	1	EA	\$6,500.00	\$6,500.00
Log Balance Beam	1	EA	\$3,500.00	\$3,500.00
Mushroom Steppers	8	EA	\$900.00	\$7,200.00
Playground Surfacing	1,742	SF	\$4.00	\$6,968.00
Trail Stop Sign	1	EA	\$1,000.00	\$1,000.00
Trail Bench	2	EA	\$1,200.00	\$2,400.00
			<b>Landscape Subtotal</b>	<b>\$200,679.74</b>
<b>Irrigation</b>				
CL200 PVC Lateral - 1"	626	Lf	\$3.05	\$1,910
CL200 PVC Lateral - 1.5"	141	Lf	\$3.53	\$496
CL200 PVC Lateral - 2"	69	Lf	\$4.30	\$297
CL200 PVC Lateral - 2.5"	26	Lf	\$5.17	\$132
CL200RT PVC Mainline 1-1/4"	5	Lf	\$3.78	\$19
CL200RT PVC Mainline 2"	24	Lf	\$7.25	\$175
CL200RT PVC Mainline 2.5"	31	Lf	\$8.65	\$264
CL200RT PVC Mainline 3"	70	Lf	\$10.00	\$703
CL200RT PVC Mainline 4"	53	Lf	\$15.00	\$790
Hunter I-25 ADS Rotor	2	Ea	\$119.00	\$185
Hunter I-20 6" PRB Rotor	2	Ea	\$87.00	\$135
Hunter I-20 12" PRB Rotor	5	Ea	\$126.00	\$601

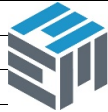
Rain Bird - RD 6"w/ plstc mpr nozz	22	Ea	\$31.00	\$682
Rain Bird - RD 12" Pop w/Rotator Noz	10	Ea	\$57.00	\$567
Rain Bird PES-B-RD - 1" valve /decoder	1	Ea	\$287.00	\$199
Rain Bird PES-B -RD - 1.5" valve/decoder	1	Ea	\$331.00	\$357
Rain Bird PES-B - RD 2" valve/decoder	1	Ea	\$408.00	\$238
Rain Bird 44LRC Quick Cplr	1	Ea	\$330.00	\$350
Two Wire Decoder cable	215	Lf	\$1.10	\$236
AWG Wire #14	40	Lf	\$0.25	\$10
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	1	Ea	\$357.00	\$228
Drip POS PC Emitters & Micro Tubing	164	Lf	\$2.57	\$423
Drip Blow-Out Box w/Operator	2	Ea	\$112.00	\$176
Hardie Dura-pol Tubing	394	Lf	\$0.85	\$335
CL160 PVC Sleeve 2"	58	Lf	\$17.00	\$978
CL160 PVC Sleeve 4"	18	Lf	\$21.00	\$368
CL160 PVC Sleeve 6"	20	Lf	\$27.00	\$528
CL160 PVC Sleeve 8"	10	Lf	\$42.00	\$437
2-Wire Surge Assembly	1	Ea	\$95.00	\$75
		<b>Irrigation Subtotal</b>		<b>\$11,894.47</b>
			<b>All Subtotal</b>	<b>\$2,438,468</b>
			<b>15% Contingency</b>	<b>\$365,770</b>
			<b>Total</b>	<b>\$2,804,238</b>
 <b>Matrix</b>				

Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 4				
17-Jun-25				
Item	Quantity	Units	Unit Price	Total Price
<b><u>Water</u></b>				
Bend - 8"	5	EA	\$350.00	\$1,750
Fire Hydrant Assembly	4	EA	\$2,550.00	\$10,200
Irrigation Service		EA	\$1,350.00	\$0
Cross - 8"	1	EA	\$1,000.00	\$1,000
Tee - 8"x6" Swivel	4	EA	\$1,000.00	\$4,000
Tee - 8"	3	EA	\$1,000.00	\$3,000
Temporary Blow Off Valve	2	EA	\$1,300.00	\$2,600
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	4	EA	\$1,300.00	\$5,200
Gate Valve (8-inch)	14	EA	\$1,300.00	\$18,200
Water Main (8-inch PVC)	2875	LF	\$25.00	\$71,875
Water Main (6-inch DIP)	40	LF	\$32.00	\$1,280
Water Main Lowering	3	EA	\$2,500.00	\$7,500
Water Service (3/4" Type 'K' Copper)	56	EA	\$1,200.00	\$67,200
			<b>Subtotal</b>	<b>\$198,305</b>
<b><u>Sanitary</u></b>				
Manhole (4' Dia.)	23	EA	\$2,500.00	\$57,500
Sanitary Main (8" PVC)	2749	LF	\$23.00	\$63,227
Sewer Service	56	EA	\$1,000.00	\$56,000
Plug	2	EA	\$500.00	\$1,000
			<b>Subtotal</b>	<b>\$176,727</b>
<b><u>Storm Sewer</u></b>				
Inlet (5-ft Type 'R')	2	EA	\$4,000.00	\$8,000
Inlet (10-ft Type 'R')	3	EA	\$6,500.00	\$19,500
Inlet (15-ft Type 'R')	2	EA	\$8,750.00	\$17,500
Inlet (20-ft Type 'R')	2	EA	\$11,500.00	\$23,000
Manhole (48" Dia.)	6	EA	\$3,000.00	\$18,000
Manhole (60" Dia.)	2	EA	\$3,750.00	\$7,500
Manhole (72" Dia.)	3	EA	\$4,750.00	\$14,250
Manhole (Type 'B')	7	EA	\$6,000.00	\$42,000
Pipe (18" RCP)	148	LF	\$45.00	\$6,660
Pipe (24" RCP)	185	LF	\$52.00	\$9,620
Pipe (36" RCP)	203	LF	\$90.00	\$18,270
Pipe (48" RCP)	41	LF	\$120.00	\$4,920
Pipe (54" RCP)	330	LF	\$135.00	\$44,550
Pipe (60" RCP)	476	LF	\$150.00	\$71,400
Private Edge Drain	5160	LF	\$30.00	\$154,800
			<b>Subtotal</b>	<b>\$459,970</b>
<b><u>Streets</u></b>				
Asphalt - 6"	9812	SY	\$22.00	\$215,864
Base Course - 10"	9812	SY	\$12.00	\$117,744
Concrete Pavement - 8"	1034	SY	\$72.00	\$74,448
Concrete Crossspan - 6"	323	LF	\$11.00	\$3,553
Curb Ramp	17	EA	\$950.00	\$16,150
Alley Entrance	3	EA	\$6,500.00	\$19,500
Sidewalk	337033	SF	\$2.50	\$842,583

Street Name Sign	18	EA	\$450.00	\$8,100
One Way Sign	2	EA	\$550.00	\$1,100
Stop Sign	11	EA	\$550.00	\$6,050
Local Street Light	5	EA	\$9,500.00	\$47,500
Collector Street Light	2	EA	\$9,500.00	\$19,000
Arterial Street Light	0	EA	\$11,500.00	\$0
Striping	0	LF	\$1.00	\$0
Subgrade Prep	0	SY	\$2.25	\$0
Vertical Curb & Gutter	6140	LF	\$14.50	\$89,030
Traffic Control	0	DAYS	\$2,550.00	\$0
			<b>Subtotal</b>	<b>\$1,460,622</b>
<b>Landscaping</b>				
Sod (includes prep.)	6,882	SF	\$1.00	\$6,881.77
Rock Mulch	4,366	SF	\$1.20	\$5,239.22
Crusher fines	6,015	SF	\$7.00	\$42,102.34
2" Caliper Deciduous Trees	14	EA	\$525.00	\$7,350.00
6' Height Coniferous Tree	3	EA	\$650.00	\$1,950.00
5 Gal Shrubs	113	EA	\$50.00	\$5,650.00
1 Gal Perennials/ Annuals/ Grasses	68	EA	\$20.00	\$1,360.00
Landscape Boulder	6	EA	\$600.00	\$3,600.00
			<b>Landscape Subtotal</b>	<b>\$74,133.33</b>
<b>Irrigation</b>				
CL200 PVC Lateral - 1"	753	Lf	\$3.05	\$2,297
CL200 PVC Lateral - 1.5"	169	Lf	\$3.53	\$597
CL200 PVC Lateral - 2"	83	Lf	\$4.30	\$358
CL200 PVC Lateral - 2.5"	31	Lf	\$5.17	\$159
CL200RT PVC Mainline 1-1/4"	6	Lf	\$3.78	\$23
CL200RT PVC Mainline 2"	29	Lf	\$7.25	\$211
CL200RT PVC Mainline 2.5"	37	Lf	\$8.65	\$318
CL200RT PVC Mainline 3"	85	Lf	\$10.00	\$845
CL200RT PVC Mainline 4"	63	Lf	\$15.00	\$950
Hunter I-25 ADS Rotor	2	Ea	\$119.00	\$222
Hunter I-20 6" PRB Rotor	2	Ea	\$87.00	\$162
Hunter I-20 12" PRB Rotor	6	Ea	\$126.00	\$722
Rain Bird - RD 6"w/ plstc mpr nozz	26	Ea	\$31.00	\$820
Rain Bird - RD 12" Pop w/Rotator Noz	12	Ea	\$57.00	\$682
Rain Bird PES-B-RD - 1" valve /decoder	1	Ea	\$287.00	\$240
Rain Bird PES-B -RD - 1.5" valve/decoder	1	Ea	\$331.00	\$429
Rain Bird PES-B - RD 2" valve/decoder	1	Ea	\$408.00	\$287
Rain Bird 44LRC Quick Cplr	1	Ea	\$330.00	\$420
Two Wire Decoder cable	258	Lf	\$1.10	\$284
AWG Wire #14	48	Lf	\$0.25	\$12
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	1	Ea	\$357.00	\$274
Drip POS PC Emitters & Micro Tubing	198	Lf	\$2.57	\$508
Drip Blow-Out Box w/Operator	2	Ea	\$112.00	\$212
Hardie Dura-pol Tubing	474	Lf	\$0.85	\$403
CL160 PVC Sleeve 2"	69	Lf	\$17.00	\$1,176
CL160 PVC Sleeve 4"	21	Lf	\$21.00	\$443
CL160 PVC Sleeve 6"	23	Lf	\$27.00	\$634
CL160 PVC Sleeve 8"	13	Lf	\$42.00	\$526
2-Wire Surge Assembly	1	Ea	\$95.00	\$90
			<b>Irrigation Subtotal</b>	<b>\$14,304</b>

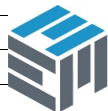

Tract Y Improvements (Separate from remainder of Phase 4)				
Native Restoration Services	26	AC	\$900.00	\$23,400.00
Native Seed Mix (includes prep.)	77,701	SF	\$0.45	\$34,965.66
Crusher fines	6,015	SF	\$7.00	\$42,102.34
<b>Site Features</b>				
Trail Bench	2	EA	\$1,500.00	\$3,000.00
Trail Stop Sign	1	EA	\$750.00	\$750
Curb Ramp	1	EA	\$950.00	\$950
Concrete Trail - 6"	29980	SF	\$9.00	\$269,820
			<b>Tract Y Subtotal</b>	<b>\$374,988.00</b>
			<b>All Subtotal</b>	<b>\$2,759,049</b>
			<b>15% Contingency</b>	<b>\$413,857</b>
			<b>Total</b>	<b>\$3,172,906</b>
 <b>Matrix</b>				

Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 5				
17-Jun-25				
Item	Quantity	Units	Unit Price	Total Price
<u>Water</u>				
			Subtotal	\$0
<u>Sanitary</u>				
			Subtotal	\$0
<u>Storm Sewer</u>				
			Subtotal	\$0
<u>Streets</u>				

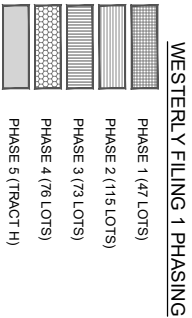
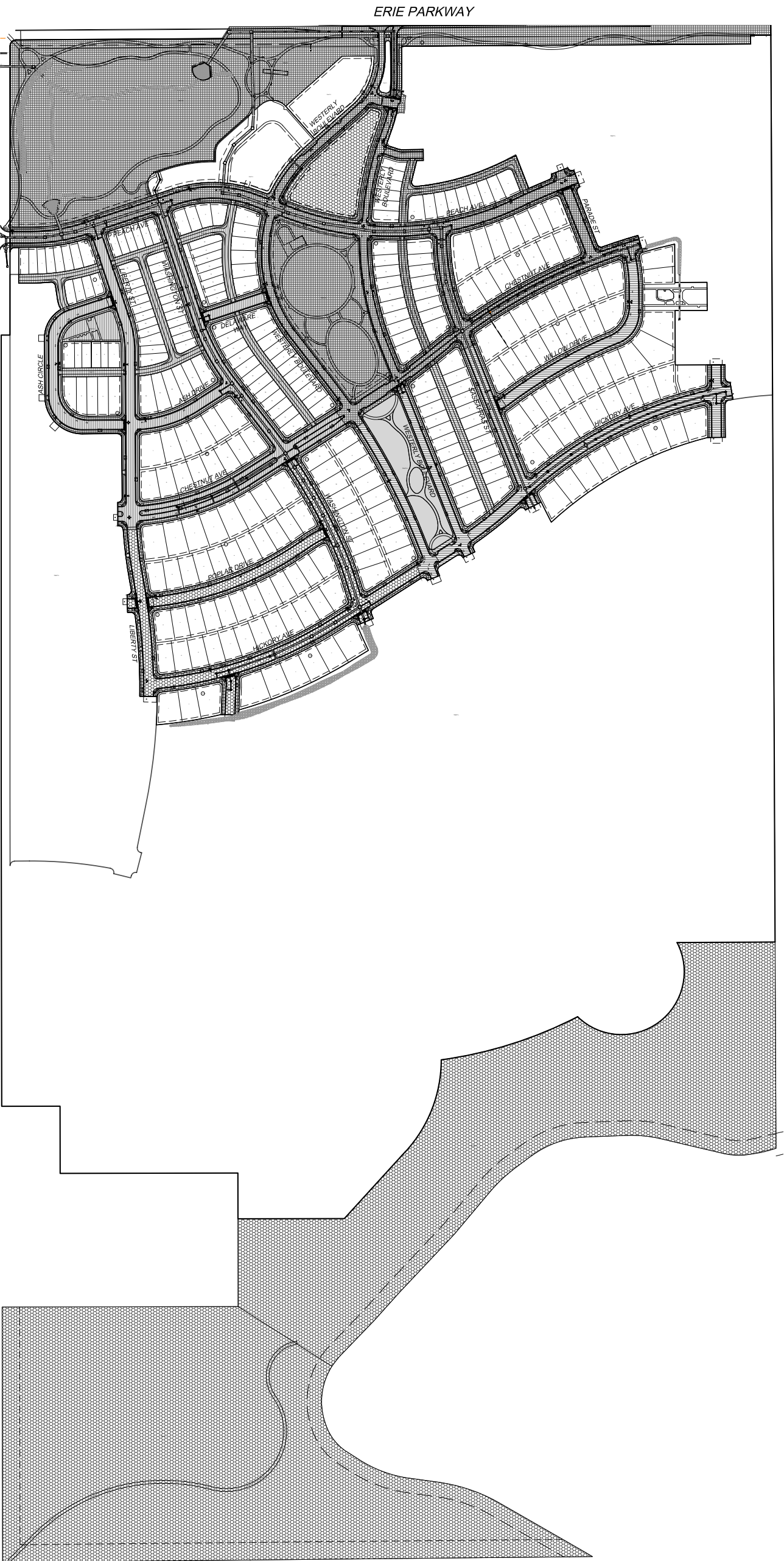
			<b>Subtotal</b>	<b>\$0</b>
<b>Landscaping</b>				
Sod (includes prep.)	34,972	SF	\$1.00	\$34,972.00
Native Seed Mix (includes prep.)	4,658	SF	\$0.45	\$2,096.10
Wood Mulch	15,664	SF	\$0.75	\$11,748.00
Crusher fines	1,055	SF	\$7.00	\$7,385.00
2" Caliper Deciduous Trees	17	EA	\$525.00	\$8,925.00
6' Height Coniferous Tree	41	EA	\$650.00	\$26,650.00
5 Gal Shrubs	352	EA	\$50.00	\$17,600.00
1 Gal Perennials/ Annuals/ Grasses	1,176	EA	\$20.00	\$23,520.00
Concrete Walk	10,602	SF	\$2.50	\$26,505.00
Bench	4	EA	\$2,000.00	\$8,000.00
			<b>Landscape Subtotal</b>	<b>\$167,401.10</b>
<b>Irrigation</b>				
CL200 PVC Lateral - 1" - Purple	4300	Lf	\$4.95	\$21,285
CL200 PVC Lateral - 1.5" - Purple	700	Lf	\$6.27	\$4,389
CL200 PVC Lateral - 2" - Purple	140	Lf	\$7.25	\$1,015
CL200RT PVC Mainline 2" - Purple	200	Lf	\$8.34	\$1,668
CL200RT PVC Mainline 3" -Purple	680	Lf	\$13.51	\$9,187
Drain Valve - 1" 1/4 turn	3	Ea	\$359.95	\$1,080
Gate Valve - 2"	2	Ea	\$261.05	\$522
Gate Valve Gasketed - 3"	3	Ea	\$514.63	\$1,544
Hunter I-20 6" PRB Rotor	76	Ea	\$100.05	\$7,604
Rain Bird - RD 6"w/ plstc mpr nozz	100	Ea	\$35.65	\$3,565
Rain Bird - RD 12" Pop w/Rotator Noz	55	Ea	\$65.55	\$3,605
Rain Bird PES-B-RD - 1" valve /decoder	8	Ea	\$330.05	\$2,640
Rain Bird PES-B -RD - 1.5" valve/decoder	10	Ea	\$380.65	\$3,807
Rain Bird 44LRC Quick Cplr	7	Ea	\$379.50	\$2,657
Two Wire Decoder cable	1360	Lf	\$1.56	\$2,122
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	6	Ea	\$410.55	\$2,463
Drip POS PC Emitters & Micro Tubing	3506	Lf	\$2.96	\$10,378
Drip Blow-Out Box w/Operator	22	Ea	\$128.80	\$2,834
Hardie Dura-pol Tubing	3650	Lf	\$1.67	\$6,096
CL160 PVC Sleeve 2"	470	Lf	\$22.43	\$10,542
CL160 PVC Sleeve 4"	200	Lf	\$27.26	\$5,452
CL160 PVC Sleeve 6"	80	Lf	\$34.90	\$2,792
CL160 PVC Sleeve 8"	1460	Lf	\$57.21	\$83,527
Air Release Valve	1	Ea	\$891.25	\$891
2-Wire Surge Assembly	6	Ea	\$1.73	\$10
				\$0
			<b>Irrigation Subtotal</b>	<b>\$191,673.18</b>

		All Subtotal		\$359,074
		15% Contingency		\$53,861
		Total		\$412,935
 <b>Matrix</b>				



## Exhibit C-2 Phasing Plan

35373206\_v1



- NOTES:
1. ALL SANITARY SEWER AT PHASE BOUNDARY SHALL END AT A MANHOLE.
  2. ALL WATER AT PHASE BOUNDARY SHALL HAVE A TEMPORARY BLOW-OFF INSTALLED IF A FIRE HYDRANT IS NOT WITHIN 10' OF THE END OF THE PIPE.
  3. ALL STORM AT PHASE BOUNDARY SHALL END AT A MANHOLE.

W.C.R. 5

REFERENCE		DRAWINGS		X-894-1-G-1 PHASING	
				X-894-1-G-2 PHASING	
				X-894-1-G-3 PHASING	
				X-894-1-G-4 PHASING	
				X-894-1-G-5 PHASING	
				X-894-1-G-6 PHASING	
				X-894-1-G-7 PHASING	
				X-894-1-G-8 PHASING	
				X-894-1-G-9 PHASING	
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**First Amendment to Development Agreement**  
**(Westerly Filing No. 1)**

This First Amendment to Development Agreement (the "Amendment") is made and entered into this 21<sup>st</sup> day of December, 2021 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Erie Land Company, LLC, a Delaware limited liability company, with an address of 1225 17<sup>th</sup> Street, Suite 2420, Denver, CO 80202 ("Developer") (each a "Party" and collectively the "Parties").

Whereas, on January 27, 2021, Developer and the Town entered into a Development Agreement (the "Agreement") for Westerly Filing No. 1 ("Filing 1"), which Agreement was recorded on January 28, 2021, under Reception No. 4676400 in the real estate records of the Weld County Clerk and Recorder;

Whereas, Developer filed an application for approval of the Westerly Filing No. 1, Amendment No. 1 Final Plat (the "Filing 1, Amendment 1 Final Plat"), which Filing 1, Amendment 1 Final Plat resubdivides a portion of Filing 1;

Whereas, in connection with the approval of the Filing 1, Amendment 1 Final Plat, the Parties wish to revise a portion of Exhibit C to the Agreement to reflect the updated Lot and Tract counts and configurations as established by the Filing 1, Amendment 1 Final Plat.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definition of "Final Plat." All references in the Agreement to the "Final Plat" are hereby amended to mean Filing 1 as resubdivided, in part, by the Filing 1, Amendment 1 Final Plat.
2. Exhibit C – Phasing Plan. Exhibit C to the Agreement is hereby amended with respect to Filing 1, Amendment 1 as shown in Exhibit C-1 attached hereto and incorporated herein by this reference. Except as revised by Exhibit C-1 attached hereto, the phasing for the Final Plat shall be in accordance with Exhibit C to the Agreement.
3. Open Space and Park Land Dedication. All references in the Agreement to "Tract W" Future Open Space are hereby amended to mean "Tract B" Future Open Space as resubdivided by the Filing 1, Amendment 1 Final Plat.
4. Conflict; Ratification. In the case of any conflict between the terms of the Agreement and this Amendment, the provisions of this Amendment shall control. Except as the Agreement is specifically amended by this Amendment, the Agreement remains unmodified and in full force and effect and the Parties hereby ratify and reaffirm the terms of the Agreement, as amended by this Amendment.

In Witness Whereof, the Parties have executed this Amendment as of the Effective Date.

**Town of Erie, Colorado**

*Jennifer Carroll*

Jennifer Carroll, Mayor

Attest:

*Heidi Leatherwood*  
Heidi Leatherwood, Town Clerk

**Developer:**

**Erie Land Company, LLC, a  
Delaware limited liability company**

*David Bracht*

Name: *David Bracht*  
Title: *Vice President*

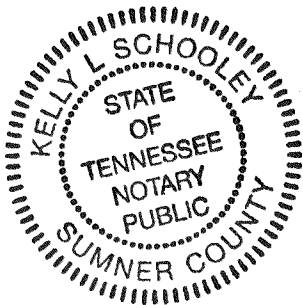
State of Colorado *Tennessee* )  
County of *Davidson* ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me  
this 10 day of September, 2021, by David Bracht as the  
Vice President of Erie Land Company, LLC, a Delaware limited liability company.

My commission expires:

(Seal) **My Commission Expires May 20, 2024**

*Kelly L. Schooley*  
Notary Public





**Development Agreement**  
**(Westerly Filing No. 1)**

This Development Agreement (the "Agreement") is made and entered into this 27<sup>th</sup> day of January, 2020 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Erie Land Company, LLC, a Delaware limited liability company with an address of 1225 17<sup>th</sup> Street, Suite 2420, Denver, Colorado 80202 ("Developer") (each a "Party" and collectively the "Parties").

Whereas, Developer is the owner of the real property more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property");

Whereas, Developer wishes to develop the Property (the "Development"), and has filed an application for approval of the Westerly Filing No. 1 subdivision plat (the "Final Plat"); and

Whereas, the Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in connection with its approval of the Development, and that such matters are necessary to protect, promote and enhance the public health, safety and welfare of the Town.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the improvements for the Development. All conditions in this Agreement are in addition to any requirements of the Erie Municipal Code (the "Code"), state law, and other Town ordinances, and are not intended to supersede any requirements contained therein.

2. Districts. The Town acknowledges that Developer has formed 4 metropolitan districts (collectively, the "Districts" and each, a "District") for the purpose of providing facilities and services for the Development, either independently or as Developer's designee under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, any obligation of Developer under this Agreement may be performed by or on behalf of a District, provided that the District will be bound by this Agreement for any obligations that it undertakes on behalf of Developer.

3. Construction of Improvements.

a. *General*. Developer shall, at its own expense, design, construct and install all public improvements necessary for the Development, including without limitation streets, alleys, curbs, gutters, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage facilities, and trails and park improvements

(collectively the "Improvements"). A list of the required Improvements is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Omission of any necessary Improvement from **Exhibit B** does not relieve Developer from responsibility for furnishing, installing or constructing such Improvement. The Improvements include two categories: General Improvements and Landscaping Improvements, as listed in **Exhibit B**.

b. *Construction Standards.* Developer shall construct the Improvements in accordance with plans and specifications approved by the Town (the "Plans"), as well as the Town's Standards and Specifications for Design and Construction of Public Improvements (the "Standards"). Developer shall furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Improvements. These services shall be performed by or under the supervision of a professional engineer licensed by the State of Colorado.

c. *Public Improvement Permit.* Before the construction of any Improvements, Developer shall obtain a Public Improvement Permit ("PIP") from the Town as provided in the Code. If the application is complete and complies with the approved plans and the Standards, the Town will issue the PIP. Developer shall reimburse the Town for any expenses incurred by the Town for consultant review of the application or associated documents. Unless otherwise approved by Town, overlot grading shall not be initiated until the Town approves drainage improvement plans by the issuance of the PIP.

d. *Testing and Inspection.* Developer shall employ, at its own expense, a licensed testing company to perform all testing of materials or construction reasonably required by the Town. Developer shall furnish copies of test results to the Town on a timely basis. At all times during construction, the Town shall have access to inspect materials and work, and all materials and work not conforming to the Plans or Standards shall be repaired or removed and replaced at Developer's expense.

e. *Rights-of-way and Easements.* Prior to construction of any Improvements that require additional rights-of-way or easements, Developer shall acquire at its own expense all such rights-of-way and easements. Any easements or rights-of-way conveyed to the Town shall be free and clear of liens, taxes and encumbrances and shall be conveyed on documents in a form acceptable to the Town.

f. *Permits.* Developer shall, at its own cost, obtain the following permits, as applicable:

- i. Any permits required by the United States Corps of Engineers;
- ii. Colorado Department of Health and Environment General Permit for Stormwater Discharges Associated with Construction Activity.
- iii. Town grading, stormwater quality and right-of-way permits.

iv. **Air Quality Permit.**

g. ***As-Built Drawings.*** Upon completion of construction of the Improvements, Developer shall provide the Town with complete "as-built" drawings in the form required by the Standards.

h. ***Applicable Law.*** Developer shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

4. **Specific Improvements.** Developer shall cause to be constructed or furnished and installed, at Developer's own expense and in conformance with the Plans and Standards, all of the following Improvements:

a. ***Streets and Sidewalks.*** Developer shall construct all required street and sidewalk improvements in conformance with the Plans and Standards and in accordance with the PIP.

b. ***Signs and Striping.*** Developer shall install street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as amended, and other applicable legal requirements.

c. ***Street Lights.*** Developer shall install or cause to be installed street lights, of a type and in accordance with the Plans and Standards, concurrently with the construction of the streets on which they are located.

d. ***Water.*** Developer shall install all required water mains, lines, and appurtenances. Developer shall pay all potable and non-potable tap and raw water dedication fees for all permanently irrigated tracts and rights-of-way prior to the installation of landscaping in said tracts and rights-of-way. Native seeded areas not



permanently irrigated may be temporarily irrigated until establishment without paying raw water dedication fees, for a period not to exceed 2 years, but volume charges and service charges shall be due for all usage.

e. *Wastewater.* Developer shall install all required sewer lines and appurtenances. Prior to the issuance of any building permits for the Development, all sanitary sewer improvements shall be substantially completed as determined by the Town and all associated wastewater tap fees shall be paid.

f. *Drainage Facilities.* Developer shall install all required drainage facilities, in compliance with Mile High Flood District design standards.

g. *Landscaping.* Developer shall install all required landscaping, structures, trails and sidewalk improvements in accordance with a Town-approved landscape plan.

h. *Utilities.* Developer shall install all on-site and off-site electric, natural gas, telephone, cable other utilities, underground as required by the Code.

i. *Fencing.* Developer shall install fencing in accordance with the Planned Unit Development (the "PUD"), the approved landscaping plans, and the Code. Fencing adjacent to parks and open space shall be limited to low (4') open (50%) fencing. The finished side of the fence shall face the open space.

5. Acceptance of Improvements and Warranty.

a. *Initial Acceptance.* No later than 10 days after Improvements are substantially complete, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval. All Improvements for Phase 1 shall receive Initial Acceptance on or before November 1, 2023. All Improvements for Phase 2 shall receive Initial Acceptance on or before November 1, 2024. All Improvements for Phase 3 shall receive Initial Acceptance on or before November 1, 2025. All Improvements for Phase 4 shall receive Initial Acceptance on or before November 1, 2026.

i. If the Improvements are satisfactory, the Town shall grant Initial Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Initial Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within 30 days of said notice. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Initial Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does

not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement. The costs of re-inspection shall be borne by Developer.

b. *Final Acceptance.* At least 30 days before 2 years has elapsed from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval.

i. If the Improvements are satisfactory, the Town shall grant Final Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Final Acceptance. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Final Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement.

c. *Warranty.* For all Improvements to be dedicated to the Town, Developer shall provide the Town with a 2-year warranty, commencing on the date of Initial Acceptance (the "Warranty Period"). Specifically, but not by way of limitation, Developer shall warrant that: the title is marketable and its transfer rightful; the Improvements are free from any security interest or other lien or encumbrance; and the Improvements are free of defects in materials or workmanship. During the Warranty Period, Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make all necessary repairs or replacements.

## 6. Maintenance.

a. *Improvements.* Unless dedicated to and accepted by the Town for maintenance, all Improvements shall be maintained by Developer. Acceptance by the Town of ownership of any Improvement does not constitute acceptance by the Town of maintenance for such Improvement. If Developer wishes to transfer maintenance obligations for any Improvement, including landscape medians, to a District or any other entity, including an owners' association, Developer shall obtain prior written approval from the Town in the form of a separate maintenance agreement.

b. *Vacant Lots.* Developer shall be responsible for landscaping maintenance, including weed control, on all vacant lots until such time as the lot is developed and conveyed to an individual owner.

7. Phasing. The Development shall be constructed in phases in accordance with **Exhibit C**, attached hereto and incorporated herein by this reference. The following limitations and modifications shall apply to the Phasing Plan:

a. Prior to the issuance of any building permits for each Phase, all of the following Improvements shall be installed and shall have received preliminary approval from the Town for that Phase, which requires a finding by the Town Engineer that such Improvements are safe to be used during construction: streets (which may be an all-weather surface); street signage; water; wastewater; drainage facilities; and streetlights, provided that such streetlights may be temporary at the time of issuance of building permits for that Phase, but must be permanent prior to issuance of any certificates of occupancy for that Phase.

b. A homeowner's association created by Developer shall be responsible for maintaining all landscaped islands within all Town-owned rights-of-way, with the exception of Erie Parkway and County Road 5. Following recordation of the Final Plat and this Agreement, the Town shall provide a form of Landscape Maintenance Agreement for Developer's review and such agreement shall be executed prior to the Town granting Final Acceptance of the subject Improvements.

8. Improvement Guarantee.

a. *Amount and Form.* To secure the construction and installation of the Improvements, Developer shall provide a letter of credit or cash in an amount equal to 115% of the total Improvement cost for each Phase (each, an "Improvement Guarantee"). The Improvement Guarantee may split into two, one for the Landscape Improvements (the "Landscape Performance Guarantee"), and one for the General Improvements (the "General Performance Guarantee").

b. *Timing.* Developer shall not commence construction on any Phase, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved both the Landscape Performance Improvement Guarantee and the General Performance Guarantee for that Phase.

c. *Draw.* If the Improvements are not constructed or completed within the periods of time specified herein, the Town may draw on the associated Improvement Guarantee to complete the Improvements. If the Improvement Guarantee is to expire within 14 calendar days and Developer has not yet provided a satisfactory replacement, or completed the Improvements, the Town may draw on the Improvement Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Improvements or correct problems with the Improvements as the Town deems appropriate. If the Town has drawn on the Improvement Guarantee, and a satisfactory replacement guarantee is provided or the Improvements have been

completed, then the Town will release any funds received as a result of its draw within a reasonable period of time, or within 10 calendar days of a request by Developer.

c. *Reduction.* Upon Initial Acceptance of all of the General Improvements for a particular Phase, the General Improvement Guarantee shall be reduced to the amount of 25% of the total actual cost of construction and installation of such Improvements. The reduced General Improvement Guarantee shall be held by the Town during the Warranty Period. Upon Initial Acceptance of all of the Landscape Improvements for a particular Phase, the Landscaping Performance Guarantee for that Phase shall be reduced to the amount of 25% of the total actual cost of such Improvements.

9. Reimbursement.

a. *To the Town.* Developer shall reimburse the Town for a proportional cost of improvements previously constructed by the Town that benefit the Property. The amounts and timing of payment shall be as follows:

i. For connection to the Coal Creek Sanitary Sewer Interceptor line constructed by the Town, \$55.00 per single-family equivalent ("SFE"), to be paid at the Town's issuance of a PIP for a particular Phase.

ii. For connection to the North Water Reclamation Facility Interceptor line constructed by the Town, \$410.00 per SFE, to be paid at the Town's issuance of a PIP for a particular Phase.

b. *To Developer.* Developer may seek reimbursement for the oversize portion of utilities and other infrastructure and a pro rata portion of the cost of off-site Improvements required under this Agreement. At the time of final approval of a subdivision plat or other development plan for properties that use these Improvements, the Town may require, as a condition of approval, a proportional reimbursement to Developer. Nothing contained in this Agreement shall operate to create an obligation on the part of the Town to pay or reimburse any costs to Developer in the event such costs are not recovered by the Town as contemplated herein, for any reason, from the properties or property owners that use the Improvements.

10. Fees, Dedications, and Specific Requirements.

a. *Open Space and Park Land Dedication.*

i. Developer's park land dedication requirements for the Final Plat shall comply with Section 10.6.3 of the Code, as amended.

ii. Developer shall hire, at Developer's sole cost and expense, a qualified restoration ecologist to supervise and certify the restoration of the portion of the Tract W Future Open Space tract that will be preserved as open space and the Tract Y Open Space tract in accordance with the Restoration Plan dated August

10, 2020, as approved by the Town (the "Open Space Restoration Work"). Notwithstanding anything to the contrary in this Agreement, the Open Space Restoration Work shall not be eligible for Initial Acceptance by the Town in phases. Instead, the Open Space Restoration Work shall be completed in a single phase. Following Final Acceptance of the Open Space Restoration Work, Developer shall convey a portion of the Tract W Future Open Space tract and the Tract Y Open Space tract to the Town by separate instrument in accordance with Section 10.6.3 of the Code. If a water line is to be installed in either the Tract W Future Open Space tract or the Tract Y Open Space tract, Developer shall install such water line prior to Initial Acceptance of the Open Space Restoration Work.

b. *Park Fees.* No separate park fees are required in connection with the Final Plat.

c. *School Site.* Developer shall convey to the Town by separate instrument the school site referenced in Section 4.2 of the Swink Annexation and Dearmin East Agreement dated January 28, 2020 and recorded on February 27, 2020, under Reception No. 4570092 in the real estate records of the Weld County Clerk and Recorder (the "ADA"). The conveyance shall comply with the ADA, Section 10.5.6 the Code, and the current intergovernmental agreement between the Town and St. Vrain Valley School District.

d. *Threatened and Endangered Species.* Developer shall comply with the terms of the Screening Report for Federal-State Listed Threatened and Endangered Species and General Wildlife for Erie Site, Weld County, Colorado, dated July 27, 2018, as approved by the Town, to protect the species identified in such report, including raptor nests, migratory birds, and western burrowing owls.

11. Indemnification. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Improvements (the "Claims"); and Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim arising out of or related to Claims. In addition, Developer shall pay all property taxes on property underlying the Public Improvements to be dedicated to the Town before acceptance by the Town, and shall indemnify and hold harmless the Town for any such property tax liability.

12. Developer's Representations and Warranties. Developer hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms; the person executing this Agreement on

behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer; to the best of Developer's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor, to the best of Developer's knowledge, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to Develop the Property as contemplated; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

13. Vested Rights. The Final Plat constitutes a site specific development plan as defined in C.R.S. § 24-68-101, *et seq.*, and Chapter 3 of Title 9 of the Erie Municipal Code, and shall create vested property rights for 3 years from the date of approval of the Final Plat, provided that all required procedures are followed. The Final Plat shall include the language required by C.R.S. § 24-68-102(4)(a). Developer shall be responsible for publication of the notice required by C.R.S. § 24-68-103(c).

14. Breach.

a. *Remedies.* If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include, but are not limited to:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- iii. A demand that the applicable Improvement Guarantee be paid or honored;  
or
- iv. Any other remedy available at law or in equity.

b. *Notice.* Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Improvement Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

c. *Nature of Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies,

or the period in which such remedies may be asserted, for work negligently or defectively performed.

15. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Weld County, Colorado.

c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

d. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

e. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

f. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

g. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

h. *Integration.* This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

i. *Recordation.* This Agreement shall be recorded in the real estate records of the Weld County Clerk and Recorder, and shall be a covenant running with the Property.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently

appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

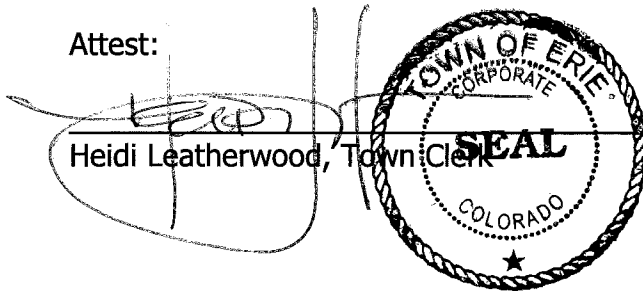
k. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

  
Jennifer Carroll, Mayor

Attest:



**Developer:**  
**Erie Land Company, LLC, a**  
**Delaware limited liability company**

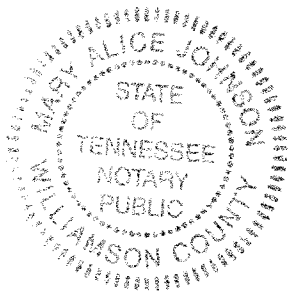
  
Name: David Bracht  
Title: Authorized Signatory

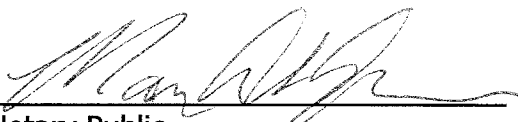
State of Colorado )  
County of Davidson ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 18 day of December, 2020, by David Bracht as the Authorized Signatory of Erie Land Company, LLC, a Delaware limited liability company.

My commission expires:

(Seal)



  
Notary Public



**Exhibits List**

**Exhibit A – Legal Description**

**Exhibit B – Improvements**

**Exhibit C – Phasing Plan**

**Exhibit A**  
**Legal Description**

LEGAL DESCRIPTION – FILING NO. 1 WESTERLY

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND CONSIDERING THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID OF SECTION 21 TO BEAR NORTH 89°38'17" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO; THENCE SOUTH 00°16'01" EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 206 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21 SOUTH 00°16'01" EAST A DISTANCE OF 2,619.90 FEET TO THE CENTER CORNER OF SAID SECTION 21;

THENCE SOUTH 00°16'04" EAST ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 1,229.70 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE COMMUNITY DITCH AS DESCRIBED IN BOOK 63, PAGE 464, RECEPTION NO. 23030 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY BOUNDARY OF THE COMMUNITY DITCH THE FOLLOWING TWENTY- ONE (21) COURSES:

THENCE SOUTH 76°41'08" WEST A DISTANCE OF 77.18 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°32'10", A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 104.21 FEET AND A CHORD THAT BEARS SOUTH 89°57'13" WEST A DISTANCE OF 103.28 FEET;

THENCE NORTH 76°46'42" WEST A DISTANCE OF 223.90 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°24'26", A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 114.29 FEET AND A CHORD THAT BEARS NORTH 84°28'55" WEST A DISTANCE OF 113.94 FEET;

THENCE SOUTH 87°48'52" WEST A DISTANCE OF 145.31 FEET TO A POINT OF

CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $34^{\circ}36'07''$ , A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 196.27 FEET AND A CHORD THAT BEARS SOUTH  $70^{\circ}30'47''$  WEST A DISTANCE OF 193.30 FEET;

THENCE SOUTH  $53^{\circ}12'44''$  WEST A DISTANCE OF 80.82 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $13^{\circ}09'14''$ , A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 95.57 FEET AND A CHORD THAT BEARS SOUTH  $46^{\circ}38'08''$  WEST A DISTANCE OF 97.36 FEET;

THENCE SOUTH  $40^{\circ}03'31''$  WEST A DISTANCE OF 199.79 FEET;

THENCE SOUTH  $43^{\circ}18'24''$  WEST A DISTANCE OF 274.93 FEET;

THENCE SOUTH  $41^{\circ}54'01''$  WEST A DISTANCE OF 126.84 FEET;

THENCE SOUTH  $43^{\circ}57'21''$  WEST A DISTANCE OF 169.36 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $62^{\circ}08'24''$ , A RADIUS OF 225.00 FEET, AN ARC LENGTH OF 244.02 FEET AND A CHORD THAT BEARS SOUTH  $12^{\circ}53'09''$  WEST A DISTANCE OF 232.24 FEET;

THENCE SOUTH  $18^{\circ}11'03''$  EAST A DISTANCE OF 8.91 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $39^{\circ}02'42''$ , A RADIUS OF 175.00 FEET, AN ARC LENGTH OF 119.26 FEET AND A CHORD THAT BEARS SOUTH  $37^{\circ}42'25''$  EAST A DISTANCE OF 116.96 FEET;

THENCE SOUTH  $57^{\circ}13'46''$  EAST A DISTANCE OF 50.68 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $24^{\circ}57'41''$ , A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 185.15 FEET AND A CHORD THAT BEARS SOUTH  $69^{\circ}42'37''$  EAST A DISTANCE OF 183.69 FEET;

THENCE SOUTH  $82^{\circ}11'27''$  EAST A DISTANCE OF 100.58 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $22^{\circ}03'40''$ , A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 221.40 FEET AND A CHORD THAT BEARS SOUTH  $71^{\circ}09'37''$  EAST A DISTANCE OF 220.03 FEET;

THENCE SOUTH  $60^{\circ}07'47''$  EAST A DISTANCE OF 347.74 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $02^{\circ}24'14''$ , A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 19.93 FEET AND A CHORD THAT BEARS SOUTH  $58^{\circ}55'40''$  EAST A DISTANCE OF 19.93 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 6 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE SOUTH  $89^{\circ}25'57''$  WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2,019.11 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN COMMISSIONERS BOOK 86, PAGE 273 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE NORTH 00°06'17" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 874.06 TO A POINT ON THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2978817 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES:

THENCE NORTH 89°53'43" EAST A DISTANCE OF 807.64 FEET;  
THENCE NORTH 00°06'17" WEST A DISTANCE OF 457.00 FEET;  
THENCE SOUTH 89°53'43" WEST A DISTANCE OF 608.07 FEET;  
THENCE NORTH 00°06'17" WEST A DISTANCE OF 230.00 FEET;  
THENCE SOUTH 89°53'43" WEST A DISTANCE OF 199.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 5;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

THENCE NORTH 00°06'17" WEST A DISTANCE OF 1,064.19 FEET;  
THENCE NORTH 00°00'31" EAST A DISTANCE OF 1,574.75 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN THE DEEDS RECORDED AT RECEPTION NO. 3338310 AND RECEPTION NO. 3338311 OF THE WELD COUNTY CLERK AND RECORDER;

THENCE SOUTH 89°59'29" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE VACATED RIGHT-OF-WAY RECORDED AT RECEPTION NO.4506864 OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ALONG SAID RIGHT-OF-WAY VACATION THE FOLLOWING FOUR (4) COURSES:

THENCE NORTH 00°00'31" EAST A DISTANCE OF 990.23 FEET TO A POINT OF CURVATURE;  
THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°37'46", A RADIUS OF 20.00 FEET AN ARC LENGTH OF 31.29 FEET AND A CHORD THAT BEARS NORTH 44°49'24" EAST A DISTANCE OF 28.19 FEET;  
THENCE NORTH 89°38'17" EAST A DISTANCE OF 1,116.48 FEET TO THE EASTERLY LINE OF ERIE PARKWAY AS DESCRIBED IN RECEPTION NO. 33338310;  
THENCE NORTH 00°21'43" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF- WAY LINE OF ERIE PARKWAY (WELD COUNTY ROAD 8) AS DESCRIBED IN COMMISSIONERS BOOK 5, PAGE 205 OF THE RECORDS OF THE WELD COUNTY COMMISSIONERS;

THENCE NORTH 89°38'17" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,467.60 FEET TO THE POINT OF BEGINNING.

**Exhibit B**  
**Improvements**

Exhibit B					
Engineer's Estimate of Probable Cost					
Westerly Filing 1 - Overall					
11-Dec-20					
Item	Phase 1	Phase 2	Phase 3	Phase 4	Total
Water	\$ 558,227	\$ 282,370	\$ 261,565	\$ 198,305	\$ 1,300,467
Sanitary	\$ 333,065	\$ 278,976	\$ 139,970	\$ 176,727	\$ 928,738
Storm Sewer	\$ 1,479,146	\$ 628,194	\$ 483,976	\$ 459,970	\$ 3,051,286
Streets	\$ 7,093,301	\$ 2,115,160	\$ 1,336,180	\$ 1,460,622	\$ 12,005,262
All Subtotal	\$ 9,463,739	\$ 3,304,700	\$ 2,221,691	\$ 2,295,624	\$ 17,285,752
15% Contingency	\$ 1,419,561	\$ 495,705	\$ 333,254	\$ 344,344	\$ 2,592,863
<b>Total</b>	<b>\$ 10,883,299</b>	<b>\$ 3,800,404</b>	<b>\$ 2,554,944</b>	<b>\$ 2,639,967</b>	<b>\$ 19,878,615</b>
Landscaping	\$ 1,496,156	\$ 250,009	\$ 200,680	\$ 449,121	\$ 2,395,966
Irrigation	\$ 792,498	\$ 23,786	\$ 11,894	\$ 14,304	\$ 842,483
Subtotal	\$ 2,288,654	\$ 273,795	\$ 212,574	\$ 463,426	\$ 3,238,449
15% Contingency	\$ 343,298	\$ 41,069	\$ 31,886	\$ 69,514	\$ 485,767
<b>Total</b>	<b>\$ 2,631,952</b>	<b>\$ 314,864</b>	<b>\$ 244,460</b>	<b>\$ 532,939</b>	<b>\$ 3,724,216</b>




Matrix

Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 1				
11-Dec-20				
Item	Quantity	Units	Unit Price	Total Price
<b>Water</b>				
Bend - 8"	28	EA	\$350.00	\$9,800
Bend (Non-Potable) - 12"	2	EA	\$550.00	\$1,100
Connect to existing Water Main	2	EA	\$3,500.00	\$7,000
Cross - 8"	2	EA	\$1,000.00	\$2,000
Fire Hydrant Assembly	13	EA	\$2,550.00	\$33,150
Irrigation Service	2	EA	\$1,350.00	\$2,700
Meter (Non-Potable Connection to Pond)	1	EA	\$650.00	\$650
Tee - 8"x6" Swivel	13	EA	\$1,000.00	\$13,000
Tee - 8"	16	EA	\$1,000.00	\$16,000
Tee (Non-Potable) - 12"	1	EA	\$1,250.00	\$1,250
Tee 30x8"	1	EA	\$1,250.00	\$1,250
Temporary Blow Off Valve	5	EA	\$1,300.00	\$6,500
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Butterfly Valve	2	EA	\$5,000.00	\$10,000
Gate Valve (6-inch)	13	EA	\$1,300.00	\$16,900
Gate Valve (8-inch)	46	EA	\$1,300.00	\$59,800
Gate Valve (Non-Potable)	2	EA	\$1,450.00	\$2,900
Water Main (12-inch PVC)(Non-Potable)	1357	LF	\$45.00	\$61,065
Water Main (8-inch PVC)	7030	LF	\$25.00	\$175,750
Water Main (6-inch DIP)	141	LF	\$32.00	\$4,512
Water Main Lowering	12	EA	\$2,500.00	\$30,000
Water Service (3/4" Type 'K' Copper)	82	EA	\$1,200.00	\$98,400
			<b>Subtotal</b>	<b>\$558,227</b>
<b>Sanitary</b>				
Connect to existing Sewer Main	1	EA	\$1,500.00	\$1,500
Manhole (4' Dia.)	34	EA	\$2,500.00	\$85,000
Manhole (5' Dia.)	5	EA	\$3,000.00	\$15,000
Sanitary Main (12" PVC)	141	LF	\$30.00	\$4,230
Sanitary Main (10" PVC)	1341	LF	\$27.50	\$36,878
Sanitary Main (8" PVC)	4759	LF	\$23.00	\$109,457
Sewer Service	80	EA	\$1,000.00	\$80,000
Plug	2	EA	\$500.00	\$1,000
			<b>Subtotal</b>	<b>\$333,065</b>
<b>Storm Sewer</b>				
Forebay	2	EA	\$5,500.00	\$11,000
Headwall		EA	\$3,750.00	
Inlet (5-ft Type 'R')	3	EA	\$4,000.00	\$12,000
Inlet (10-ft Type 'R')	6	EA	\$6,500.00	\$39,000
Inlet (15-ft Type 'R')	12	EA	\$8,750.00	\$105,000
Manhole (48" Dia.)	7	EA	\$3,000.00	\$21,000
Manhole (60" Dia.)	11	EA	\$3,750.00	\$41,250
Manhole (72" Dia.)	1	EA	\$4,750.00	\$4,750
Manhole (Type 'B')	23	EA	\$6,000.00	\$138,000
Manhole (Type 'P')	5	EA	\$6,500.00	\$32,500
Outlet Structure	1	EA	\$12,500.00	\$12,500
Overflow Wall	264	LF	\$35.00	\$9,240
Pipe (18" RCP)	126	LF	\$45.00	\$5,670
Pipe (24" RCP)	750	LF	\$52.00	\$39,000
Pipe (30" RCP)	426	LF	\$60.00	\$25,560

Pipe (36" RCP)	419	LF	\$90.00	\$37,710
Pipe (42" RCP)	936	LF	\$105.00	\$98,280
Pipe (48" RCP)	194	LF	\$120.00	\$23,280
Pipe (54" RCP)	165	LF	\$135.00	\$22,275
Pipe (60" RCP)	412	LF	\$150.00	\$61,800
Pipe (66" RCP)	39	LF	\$165.00	\$6,435
Pipe (72" RCP)	1312	LF	\$180.00	\$236,160
Pipe (84" RCP)	571	LF	\$210.00	\$119,910
Pipe (53"x83" HERCP)	357	LF	\$198.00	\$70,686
Private Edge Drain	9418	LF	\$30.00	\$282,540
Trickle Channel (Concrete)	944	LF	\$25.00	\$23,600
			<b>Subtotal</b>	<b>\$1,479,146</b>
<b>Streets</b>				
Asphalt - 6"	99625	SY	\$22.00	\$2,191,750
Base Course - 10"	99625	SY	\$12.00	\$1,195,500
Concrete (Alley) Pavement - 8"	14136	SY	\$72.00	\$1,017,792
Concrete Trail - 4"	248168	SF	\$3.00	\$744,504
Concrete Crossspan - 6"	184	LF	\$11.00	\$2,024
Curb Ramp	51	EA	\$950.00	\$48,450
Alley Entrance	6	EA	\$6,500.00	\$39,000
Sidewalk	505640	SF	\$2.50	\$1,264,100
Street Name Sign	38	EA	\$450.00	\$17,100
One Way Sign	11	EA	\$550.00	\$6,050
Stop Sign	16	EA	\$550.00	\$8,800
Local Street Light	2	EA	\$9,500.00	\$19,000
Collector Street Light	18	EA	\$9,500.00	\$171,000
Arterial Street Light	11	EA	\$11,500.00	\$126,500
Striping	3081	LF	\$1.00	\$3,081
Subgrade Prep		SY	\$2.25	
Vertical Curb & Gutter	14700	LF	\$14.50	\$213,150
Traffic Control	10	DAYS	\$2,550.00	\$25,500
			<b>Subtotal</b>	<b>\$7,093,301</b>
<b>Landscaping</b>				
Sod (includes prep.)	213,488	SF	\$1.00	\$213,487.55
Native Seed Mix (includes prep.)	471,059	SF	\$0.45	\$211,976.74
Rock Mulch	5,307	SF	\$1.20	\$6,368.56
Wood Mulch	10,012	SF	\$0.75	\$7,509.04
Crusher fines	26,225	SF	\$7.00	\$183,571.99
Steel Edger	4,155	LF	\$3.50	\$14,542.50
2" Caliper Deciduous Trees	170	EA	\$525.00	\$89,250.00
2" Caliper Ornamental Tree	115	EA	\$400.00	\$46,000.00
6' Height Coniferous Tree	46	EA	\$650.00	\$29,900.00
5 Gal Shrubs	999	EA	\$50.00	\$49,950.00
1 Gal Perennials/ Annuals/ Grasses	2,659	EA	\$20.00	\$53,180.00
Landscape Boulder	45	EA	\$600.00	\$27,000.00
<b>Site Features</b>				
Two-Rail Wood Fence	720	LF	\$20.00	\$14,400.00
3' Masonry Wall	196	LF	\$450.00	\$88,200.00
4' Masonry Columns	31	EA	\$1,800.00	\$55,800.00
5' Masonry Columns	1	EA	\$2,600.00	\$2,600.00
Entry Monument	2	EA	\$17,500.00	\$35,000.00
Bench	15	EA	\$2,000.00	\$30,000.00
Trash Receptacle	6	EA	\$1,500.00	\$9,000.00
Bike Rack	4	EA	\$1,200.00	\$4,800.00
Pet Station	4	EA	\$680.00	\$2,720.00



Up-Lights	38	EA	\$700.00	\$26,600.00
Hammock	6	EA	\$300.00	\$1,800.00
Hammock Post	10	EA	\$500.00	\$5,000.00
Picnic Table	7	EA	\$3,500.00	\$24,500.00
Small Shelter	2	EA	\$36,000.00	\$72,000.00
Pedestrian Lights	29	EA	\$4,500.00	\$130,500.00
Catenary Lights	10	EA	\$800.00	\$8,000.00
Catenary Light Poles	8	EA	\$1,500.00	\$12,000.00
Tree Grates	27	EA	\$1,500.00	\$40,500.00
			<b>Landscape Subtotal</b>	<b>\$1,496,156.38</b>
<b>Irrigation</b>				
CL200 PVC Lateral - 1"	31683	Lf	\$3.05	\$96,633
CL200 PVC Lateral - 1.5"	7108	Lf	\$3.53	\$25,091
CL200 PVC Lateral - 2"	3498	Lf	\$4.30	\$15,042
CL200 PVC Lateral - 2.5"	1293	Lf	\$5.17	\$6,686
CL200RT PVC Mainline 1-1/4"	259	Lf	\$3.78	\$978
CL200RT PVC Mainline 2"	1222	Lf	\$7.25	\$8,860
CL200RT PVC Mainline 2.5"	1544	Lf	\$8.65	\$13,359
CL200RT PVC Mainline 3"	3556	Lf	\$10.00	\$35,563
CL200RT PVC Mainline 4"	2665	Lf	\$15.00	\$39,973
Drain Valve - 1" 1/4 turn	10	Ea	\$313.00	\$3,180
Gate Valve - 2"	7	Ea	\$202.94	\$1,500
Gate Valve - 2.5"	4	Ea	\$266.00	\$983
Gate Valve Gasketed - 3"	18	Ea	\$398.00	\$7,353
Gate Valve Gasketed - 4"	13	Ea	\$554.00	\$7,164
Gate Valve - 1-1/4"	2	Ea	\$167.00	\$309
Hunter I-25 ADS Rotor	79	Ea	\$119.00	\$9,343
Hunter I-20 6" PRB Rotor	79	Ea	\$87.00	\$6,831
Hunter I-20 12" PRB Rotor	241	Ea	\$126.00	\$30,377
Rain Bird - RD 6"w/ plstc mpr nozz	1113	Ea	\$31.00	\$34,505
Rain Bird - RD 12" Pop w/Rotator Noz	503	Ea	\$57.00	\$28,695
Rain Bird PES-B-RD - 1" valve /decoder	35	Ea	\$287.00	\$10,074
Rain Bird PES-B -RD - 1.5" valve/decoder	54	Ea	\$331.00	\$18,039
Rain Bird PES-B - RD 2" valve/decoder	30	Ea	\$408.00	\$12,060
Rain Bird 44LRC Quick Cplr	54	Ea	\$330.00	\$17,680
1" Master valve	1	Ea	\$187.00	\$173
3" Large Master valve w/decoder	3	Ea	\$750.00	\$2,078
Two Wire Decoder cable	10854	Lf	\$1.10	\$11,939
AWG Wire #14	2032	Lf	\$0.25	\$508
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	32	Ea	\$357.00	\$11,542
Drip POS PC Emitters & Micro Tubing	8320	Lf	\$2.57	\$21,382
Drip Blow-Out Box w/Operator	79	Ea	\$112.00	\$8,897
Hardie Dura-pol Tubing	19943	Lf	\$0.85	\$16,951
CL160 PVC Sleeve 2"	2910	Lf	\$17.00	\$49,464
CL160 PVC Sleeve 4"	887	Lf	\$21.00	\$18,622
CL160 PVC Sleeve 6"	988	Lf	\$27.00	\$26,686
CL160 PVC Sleeve 8"	527	Lf	\$42.00	\$22,113
Febco 825YA BFP - .75"	1	Ea	\$925.00	\$854
Febco 880N BFP - 3"	1	Ea	\$7,013.88	\$6,479
Srong Box enclosure	1	Ea	\$575.00	\$531
Guard Shack GS-5 enclosure	1	Ea	\$875.00	\$808
Pond Pumping System POC #1	1	Ls	\$109,000.00	\$100,684
Pumping System Booster Nova LG Poc #2	1	Ls	\$16,750.00	\$15,472
Pumping System Booster Nova Poc #3	1	Ls	\$9,500.00	\$8,775
Hand Held decoder Programmer	1	Ea	\$1,240.00	\$1,145

2-Wire Surge Assembly	40	Ea	\$95.00	\$3,773
Hunter ACC-2, A2C-D LITEKIT - PED -PP	3	Ea	\$9,600.00	\$26,603
Controller Grounding	1	LS	\$1,700.00	\$1,570
Electrical Connections	1	LS	\$5,600.00	\$5,173
		<b>Irrigation Subtotal</b>		<b>\$792,498</b>
		<b>All Subtotal</b>		<b>\$11,752,393</b>
		<b>15% Contingency</b>		<b>\$1,762,859</b>
			<b>Total</b>	<b>\$13,515,252</b>
 <b>Matrix</b>				

Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 2				
11-Dec-20				
Item	Quantity	Units	Unit Price	Total Price
<b><u>Water</u></b>				
Bend - 8"	19	EA	\$350.00	\$6,650
Cross - 8"	2	EA	\$1,000.00	\$2,000
Fire Hydrant Assembly	7	EA	\$2,550.00	\$17,850
Irrigation Service		EA	\$1,350.00	
Tee - 8"x6" Swivel	7	EA	\$1,000.00	\$7,000
Tee - 8"	3	EA	\$1,000.00	\$3,000
Temporary Blow Off Valve	1	EA	\$1,300.00	\$1,300
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	7	EA	\$1,300.00	\$9,100
Gate Valve (8-inch)	21	EA	\$1,300.00	\$27,300
Water Main (8-inch PVC)	3750	LF	\$25.00	\$93,750
Water Main (6-inch DIP)	85	LF	\$32.00	\$2,720
Water Main Lowering	4	EA	\$2,500.00	\$10,000
Water Service (3/4" Type 'K' Copper)	80	EA	\$1,200.00	\$96,000
Water Service (Master Meter Serving 7 lots)	1	EA	\$1,200.00	\$1,200
			<b>Subtotal</b>	<b>\$282,370</b>
<b><u>Sanitary</u></b>				
Manhole (4' Dia.)	34	EA	\$2,500.00	\$85,000
Manhole (5' Dia.)	2	EA	\$3,000.00	\$6,000
Sanitary Main (8" PVC)	3912	LF	\$23.00	\$89,976
Sewer Service	98	EA	\$1,000.00	\$98,000
			<b>Subtotal</b>	<b>\$278,976</b>
<b><u>Storm Sewer</u></b>				
Inlet (5-ft Type 'R')	2	EA	\$4,000.00	\$8,000
Inlet (10-ft Type 'R')	7	EA	\$6,500.00	\$45,500
Inlet (15-ft Type 'R')	3	EA	\$8,750.00	\$26,250
Inlet (20-ft Type 'R')	1	EA	\$11,500.00	\$11,500
Manhole (48" Dia.)	6	EA	\$3,000.00	\$18,000
Manhole (60" Dia.)	2	EA	\$3,750.00	\$7,500
Manhole (Type 'B')	10	EA	\$6,000.00	\$60,000
Pipe (18" RCP)	68	LF	\$45.00	\$3,060
Pipe (24" RCP)	427	LF	\$52.00	\$22,204
Pipe (30" RCP)	67	LF	\$60.00	\$4,020
Pipe (42" RCP)	195	LF	\$105.00	\$20,475
Pipe (60" RCP)	322	LF	\$150.00	\$48,300
Pipe (66" RCP)	579	LF	\$165.00	\$95,535
Private Edge Drain	8595	LF	\$30.00	\$257,850
			<b>Subtotal</b>	<b>\$628,194</b>
<b><u>Streets</u></b>				
Asphalt - 6"	25522	SY	\$22.00	\$561,484
Base Course - 10"	25522	SY	\$12.00	\$306,264
Concrete Pavement (Alley) - 8"	3386	SY	\$72.00	\$243,792
Concrete Trail - 4"	7924	SF	\$3.00	\$23,772
Concrete Crossspan - 6"	256	LF	\$11.00	\$2,816
Curb Ramp	20	EA	\$950.00	\$19,000
Alley Entrance	16	EA	\$6,500.00	\$104,000
Sidewalk	229701	SF	\$2.50	\$574,253

Street Name Sign	22	EA	\$450.00	\$9,900
One Way Sign		EA	\$550.00	
Stop Sign	13	EA	\$550.00	\$7,150
Local Street Light	8	EA	\$9,500.00	\$76,000
Collector Street Light	5	EA	\$9,500.00	\$47,500
Arterial Street Light		EA	\$11,500.00	
Striping		LF	\$1.00	
Subgrade Prep		SY	\$2.25	
Vertical Curb & Gutter	9602	LF	\$14.50	\$139,229
Traffic Control		DAYS	\$2,550.00	
			<b>Subtotal</b>	<b>\$2,115,160</b>
<b>Landscaping</b>				
Sod (includes prep.)	12,269	SF	\$1.00	\$12,268.77
Native Seed Mix (includes prep.)	2,582	SF	\$0.45	\$1,161.87
Rock Mulch	10,923	SF	\$1.20	\$13,107.59
Wood Mulch	2,585	SF	\$0.75	\$1,938.53
Steel Edger	98	LF	\$3.50	\$343.00
2" Caliper Deciduous Trees	11	EA	\$525.00	\$5,775.00
2" Caliper Ornamental Tree	13	EA	\$400.00	\$5,200.00
6' Height Coniferous Tree	9	EA	\$650.00	\$5,850.00
5 Gal Shrubs	633	EA	\$50.00	\$31,650.00
1 Gal Perennials/ Annuals/ Grasses	613	EA	\$20.00	\$12,260.00
Landscape Boulder	30	EA	\$600.00	\$18,000.00
<b>Site Features</b>				
Three-Rail Wood Fence	86	LF	\$27.00	\$2,322.00
4' Masonry Columns	2	EA	\$1,800.00	\$3,600.00
5' Masonry Columns	1	EA	\$2,600.00	\$2,600.00
Bench	3	EA	\$2,000.00	\$6,000.00
Up-Lights	1	EA	\$700.00	\$700.00
Trash Receptacle	2	EA	\$1,500.00	\$3,000.00
Bike Rack	2	EA	\$1,200.00	\$2,400.00
Charcoal Grill	2	EA	\$680.00	\$1,360.00
Pet Station	1	EA	\$680.00	\$680.00
Picnic Table	4	EA	\$3,500.00	\$14,000.00
Small Shelter	1	EA	\$36,000.00	\$36,000.00
Park ID Signage	1	EA	\$800.00	\$800.00
Multi-Level Play Structure	1	EA	\$45,000.00	\$45,000.00
Log Crawl Tunnel	1	EA	\$6,500.00	\$6,500.00
Playground Surfacing	1,473	SF	\$4.00	\$5,892.00
Boulder Retaining Wall	40	LF	\$200.00	\$8,000.00
Concrete Cornhole	4	EA	\$900.00	\$3,600.00
			<b>Landscape Subtotal</b>	<b>\$250,008.76</b>
<b>Irrigation</b>				
CL200 PVC Lateral - 1"	1237	Lf	\$3.05	\$3,774
CL200 PVC Lateral - 1.5"	278	Lf	\$3.53	\$980
CL200 PVC Lateral - 2"	137	Lf	\$4.30	\$587
CL200 PVC Lateral - 2.5"	51	Lf	\$5.17	\$261
CL200RT PVC Mainline 1-1/4"	10	Lf	\$3.78	\$38
CL200RT PVC Mainline 2"	48	Lf	\$7.25	\$346
CL200RT PVC Mainline 2.5"	60	Lf	\$8.65	\$522
CL200RT PVC Mainline 3"	139	Lf	\$10.00	\$1,389
CL200RT PVC Mainline 4"	104	Lf	\$15.00	\$1,561

Gate Valve Gasketed - 3"	1	Ea	\$398.00	\$287
Hunter I-25 ADS Rotor	3	Ea	\$119.00	\$365
Hunter I-20 6" PRB Rotor	3	Ea	\$87.00	\$267
Hunter I-20 12" PRB Rotor	9	Ea	\$126.00	\$1,186
Rain Bird - RD 6"w/ plstc mpr nozz	43	Ea	\$31.00	\$1,348
Rain Bird - RD 12" Pop w/Rotator Noz	20	Ea	\$57.00	\$1,121
Rain Bird PES-B-RD - 1" valve /decoder	1	Ea	\$287.00	\$393
Rain Bird PES-B -RD - 1.5" valve/decoder	2	Ea	\$331.00	\$705
Rain Bird PES-B - RD 2" valve/decoder	1	Ea	\$408.00	\$471
Rain Bird 44LRC Quick Cplr	2	Ea	\$330.00	\$691
Two Wire Decoder cable	424	Lf	\$1.10	\$466
AWG Wire #14	79	Lf	\$0.25	\$20
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	1	Ea	\$357.00	\$451
Drip POS PC Emitters & Micro Tubing	325	Lf	\$2.57	\$835
Drip Blow-Out Box w/Operator	3	Ea	\$112.00	\$347
Hardie Dura-pol Tubing	779	Lf	\$0.85	\$662
CL160 PVC Sleeve 2"	114	Lf	\$17.00	\$1,932
CL160 PVC Sleeve 4"	35	Lf	\$21.00	\$727
CL160 PVC Sleeve 6"	39	Lf	\$27.00	\$1,042
CL160 PVC Sleeve 8"	21	Lf	\$42.00	\$864
2-Wire Surge Assembly	2	Ea	\$95.00	\$147
			<b>Irrigation Subtotal</b>	<b>\$23,786</b>
			<b>All Subtotal</b>	<b>\$3,578,494</b>
			<b>15% Contingency</b>	<b>\$536,774</b>
			<b>Total</b>	<b>\$4,115,268</b>



# Matrix

Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 3				
11-Dec-20				
Item	Quantity	Units	Unit Price	Total Price
<b>Water</b>				
Bend - 8"	18	EA	\$350.00	\$6,300
Fire Hydrant Assembly	8	EA	\$2,550.00	\$20,400
Irrigation Service	1	EA	\$1,350.00	\$1,350
Tee - 8"x6" Swivel	8	EA	\$1,000.00	\$8,000
Tee - 8"	2	EA	\$1,000.00	\$2,000
Temporary Blow Off Valve	1	EA	\$1,300.00	\$1,300
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	8	EA	\$1,300.00	\$10,400
Gate Valve (8-inch)	15	EA	\$1,300.00	\$19,500
Water Main (8-inch PVC)	3495	LF	\$25.00	\$87,375
Water Main (6-inch DIP)	95	LF	\$32.00	\$3,040
Water Main Lowering	2	EA	\$2,500.00	\$5,000
Water Service (3/4" Type 'K' Copper)	77	EA	\$1,200.00	\$92,400
			<b>Subtotal</b>	<b>\$261,565</b>
<b>Sanitary</b>				
Manhole (4' Dia.)	22	EA	\$2,500.00	\$55,000
Sanitary Main (8" PVC)	390	LF	\$23.00	\$8,970
Sewer Service	76	EA	\$1,000.00	\$76,000
Plug	1	EA	\$500.00	\$500
			<b>Subtotal</b>	<b>\$139,970</b>
<b>Storm Sewer</b>				
Inlet (5-ft Type 'R')	1	EA	\$4,000.00	\$4,000
Inlet (10-ft Type 'R')	3	EA	\$6,500.00	\$19,500
Inlet (15-ft Type 'R')	3	EA	\$8,750.00	\$26,250
Manhole (48" Dia.)	4	EA	\$3,000.00	\$12,000
Manhole (60" Dia.)	6	EA	\$3,750.00	\$22,500
Manhole (72" Dia.)	5	EA	\$4,750.00	\$23,750
Pipe (18" RCP)	59	LF	\$45.00	\$2,655
Pipe (24" RCP)	58	LF	\$52.00	\$3,016
Pipe (36" RCP)	591	LF	\$90.00	\$53,190
Pipe (54" RCP)	779	LF	\$135.00	\$105,165
Private Edge Drain	7055	LF	\$30.00	\$211,650
Flared End Section (24")	1	EA	\$300.00	\$300
			<b>Subtotal</b>	<b>\$483,976</b>
<b>Streets</b>				
Asphalt - 6"	12213	SY	\$22.00	\$268,686
Base Course - 10"	12213	SY	\$12.00	\$146,556
Concrete Pavement - 8"	6384	SY	\$72.00	\$459,648
Concrete Trail - 4"	26844	SF	\$3.00	\$80,532
Concrete Crossspan - 6"	2400	LF	\$11.00	\$26,400
Curb Ramp	19	EA	\$950.00	\$18,050
Alley Entrance	1	EA	\$6,500.00	\$6,500
Sidewalk	29934	SF	\$2.50	\$74,835
Street Name Sign	24	EA	\$450.00	\$10,800
One Way Sign		EA	\$550.00	
Stop Sign	11	EA	\$550.00	\$6,050

Local Street Light	4	EA	\$9,500.00	\$38,000
Collector Street Light	9	EA	\$9,500.00	\$85,500
Arterial Street Light		EA	\$11,500.00	
Striping		LF	\$1.00	
Subgrade Prep		SY	\$2.25	
Vertical Curb & Gutter	7905	LF	\$14.50	\$114,623
Traffic Control		DAYS	\$2,550.00	
			<b>Subtotal</b>	<b>\$1,336,180</b>
<b>Landscaping</b>				
Sod (includes prep.)	6,940	SF	\$1.00	\$6,939.75
Native Seed Mix (includes prep.)	1,592	SF	\$0.45	\$716.24
Rock Mulch	4,935	SF	\$1.20	\$5,921.54
Wood Mulch	888	SF	\$0.75	\$666.20
2" Caliper Deciduous Trees	10	EA	\$525.00	\$5,250.00
2" Caliper Ornamental Tree	6	EA	\$400.00	\$2,400.00
6' Height Coniferous Tree	10	EA	\$650.00	\$6,500.00
5 Gal Shrubs	150	EA	\$50.00	\$7,500.00
1 Gal Perennials/ Annuals/ Grasses	147	EA	\$20.00	\$2,940.00
Landscape Boulder	15	EA	\$600.00	\$9,000.00
<b>Site Features</b>				
Three-Rail Wood Fence	434	LF	\$27.00	\$11,718.00
Bench	2	EA	\$2,000.00	\$4,000.00
Trash Receptacle	2	EA	\$1,500.00	\$3,000.00
Bike Rack	2	EA	\$1,200.00	\$2,400.00
Pet Station	2	EA	\$680.00	\$1,360.00
Picnic Table	4	EA	\$3,500.00	\$14,000.00
Small Shelter	1	EA	\$36,000.00	\$36,000.00
Park ID Signage	1	EA	\$800.00	\$800.00
Multi-Level Play Structure	1	EA	\$45,000.00	\$45,000.00
Log Bench	2	EA	\$3,500.00	\$7,000.00
Log Crawl Tunnel	1	EA	\$6,500.00	\$6,500.00
Log Balance Beam	1	EA	\$3,500.00	\$3,500.00
Mushroom Steppers	8	EA	\$900.00	\$7,200.00
Playground Surfacing	1,742	SF	\$4.00	\$6,968.00
Trail Stop Sign	1	EA	\$1,000.00	\$1,000.00
Trail Bench	2	EA	\$1,200.00	\$2,400.00
			<b>Landscape Subtotal</b>	<b>\$200,679.74</b>
<b>Irrigation</b>				
CL200 PVC Lateral - 1"	626	Lf	\$3.05	\$1,910
CL200 PVC Lateral - 1.5"	141	Lf	\$3.53	\$496
CL200 PVC Lateral - 2"	69	Lf	\$4.30	\$297
CL200 PVC Lateral - 2.5"	26	Lf	\$5.17	\$132
CL200RT PVC Mainline 1-1/4"	5	Lf	\$3.78	\$19
CL200RT PVC Mainline 2"	24	Lf	\$7.25	\$175
CL200RT PVC Mainline 2.5"	31	Lf	\$8.65	\$264
CL200RT PVC Mainline 3"	70	Lf	\$10.00	\$703
CL200RT PVC Mainline 4"	53	Lf	\$15.00	\$790
Hunter I-25 ADS Rotor	2	Ea	\$119.00	\$185
Hunter I-20 6" PRB Rotor	2	Ea	\$87.00	\$135
Hunter I-20 12" PRB Rotor	5	Ea	\$126.00	\$601
Rain Bird - RD 6"w/ plstc mpr nozz	22	Ea	\$31.00	\$682
Rain Bird - RD 12" Pop w/Rotator Noz	10	Ea	\$57.00	\$567

Rain Bird PES-B-RD - 1" valve /decoder	1	Ea	\$287.00	\$199
Rain Bird PES-B -RD - 1.5" valve/decoder	1	Ea	\$331.00	\$357
Rain Bird PES-B - RD 2" valve/decoder	1	Ea	\$408.00	\$238
Rain Bird 44LRC Quick Cplr	1	Ea	\$330.00	\$350
Two Wire Decoder cable	215	Lf	\$1.10	\$236
AWG Wire #14	40	Lf	\$0.25	\$10
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	1	Ea	\$357.00	\$228
Drip POS PC Emitters & Micro Tubing	164	Lf	\$2.57	\$423
Drip Blow-Out Box w/Operator	2	Ea	\$112.00	\$176
Hardie Dura-pol Tubing	394	Lf	\$0.85	\$335
CL160 PVC Sleeve 2"	58	Lf	\$17.00	\$978
CL160 PVC Sleeve 4"	18	Lf	\$21.00	\$368
CL160 PVC Sleeve 6"	20	Lf	\$27.00	\$528
CL160 PVC Sleeve 8"	10	Lf	\$42.00	\$437
2-Wire Surge Assembly	1	Ea	\$95.00	\$75
		Irrigation Subtotal		\$11,894.47
		All Subtotal		\$2,434,265
		15% Contingency		\$365,140
			Total	\$2,799,404



 **Matrix**

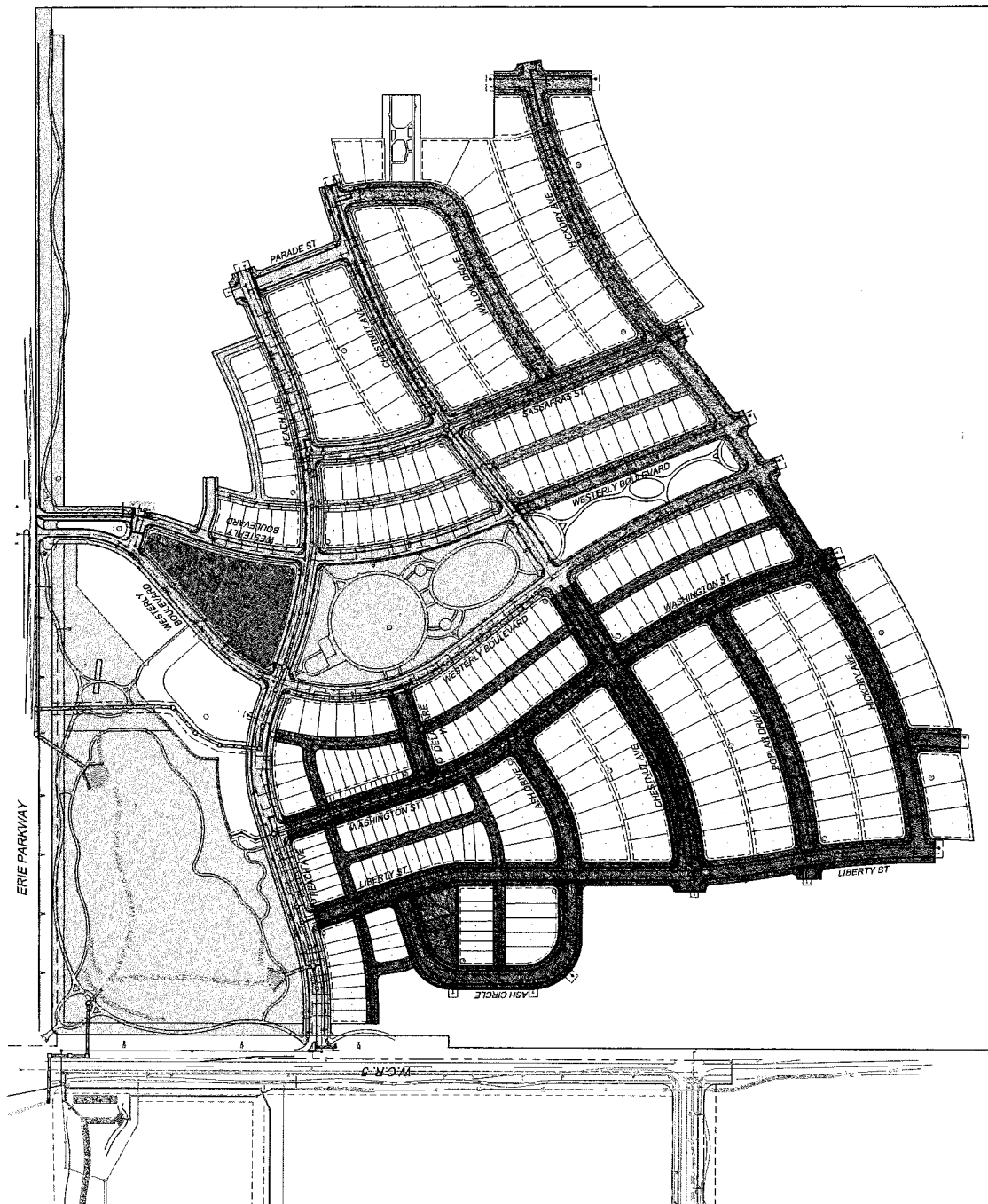


Exhibit B				
Engineer's Estimate of Probable Cost				
Westerly Filing 1 - Phase 4				
11-Dec-20				
Item	Quantity	Units	Unit Price	Total Price
<b>Water</b>				
Bend - 8"	5	EA	\$350.00	\$1,750
Fire Hydrant Assembly	4	EA	\$2,550.00	\$10,200
Irrigation Service		EA	\$1,350.00	
Cross - 8"	1	EA	\$1,000.00	\$1,000
Tee - 8"x6" Swivel	4	EA	\$1,000.00	\$4,000
Tee - 8"	3	EA	\$1,000.00	\$3,000
Temporary Blow Off Valve	2	EA	\$1,300.00	\$2,600
Testing & Disinfection	1	LS	\$4,500.00	\$4,500
Gate Valve (6-inch)	4	EA	\$1,300.00	\$5,200
Gate Valve (8-inch)	14	EA	\$1,300.00	\$18,200
Water Main (8-inch PVC)	2875	LF	\$25.00	\$71,875
Water Main (6-inch DIP)	40	LF	\$32.00	\$1,280
Water Main Lowering	3	EA	\$2,500.00	\$7,500
Water Service (3/4" Type 'K' Copper)	56	EA	\$1,200.00	\$67,200
			<b>Subtotal</b>	<b>\$198,305</b>
<b>Sanitary</b>				
Manhole (4' Dia.)	23	EA	\$2,500.00	\$57,500
Sanitary Main (8" PVC)	2749	LF	\$23.00	\$63,227
Sewer Service	56	EA	\$1,000.00	\$56,000
Plug	2	EA	\$500.00	\$1,000
			<b>Subtotal</b>	<b>\$176,727</b>
<b>Storm Sewer</b>				
Inlet (5-ft Type 'R')	2	EA	\$4,000.00	\$8,000
Inlet (10-ft Type 'R')	3	EA	\$6,500.00	\$19,500
Inlet (15-ft Type 'R')	2	EA	\$8,750.00	\$17,500
Inlet (20-ft Type 'R')	2	EA	\$11,500.00	\$23,000
Manhole (48" Dia.)	6	EA	\$3,000.00	\$18,000
Manhole (60" Dia.)	2	EA	\$3,750.00	\$7,500
Manhole (72" Dia.)	3	EA	\$4,750.00	\$14,250
Manhole (Type 'B')	7	EA	\$6,000.00	\$42,000
Pipe (18" RCP)	148	LF	\$45.00	\$6,660
Pipe (24" RCP)	185	LF	\$52.00	\$9,620
Pipe (36" RCP)	203	LF	\$90.00	\$18,270
Pipe (48" RCP)	41	LF	\$120.00	\$4,920
Pipe (54" RCP)	330	LF	\$135.00	\$44,550
Pipe (60" RCP)	476	LF	\$150.00	\$71,400
Private Edge Drain	5160	LF	\$30.00	\$154,800
			<b>Subtotal</b>	<b>\$459,970</b>
<b>Streets</b>				
Asphalt - 6"	9812	SY	\$22.00	\$215,864
Base Course - 10"	9812	SY	\$12.00	\$117,744
Concrete Pavement - 8"	1034	SY	\$72.00	\$74,448
Concrete Crossspan - 6"	323	LF	\$11.00	\$3,553
Curb Ramp	17	EA	\$950.00	\$16,150
Alley Entrance	3	EA	\$6,500.00	\$19,500
Sidewalk	337033	SF	\$2.50	\$842,583

Street Name Sign	18	EA	\$450.00	\$8,100
One Way Sign	2	EA	\$550.00	\$1,100
Stop Sign	11	EA	\$550.00	\$6,050
Local Street Light	5	EA	\$9,500.00	\$47,500
Collector Street Light	2	EA	\$9,500.00	\$19,000
Arterial Street Light		EA	\$11,500.00	
Striping		LF	\$1.00	
Subgrade Prep		SY	\$2.25	
Vertical Curb & Gutter	6140	LF	\$14.50	\$89,030
Traffic Control		DAYS	\$2,550.00	
			<b>Subtotal</b>	<b>\$1,460,622</b>
<b>Landscaping</b>				
Sod (includes prep.)	6,882	SF	\$1.00	\$6,881.77
Rock Mulch	4,366	SF	\$1.20	\$5,239.22
Crusher fines	6,015	SF	\$7.00	\$42,102.34
2" Caliper Deciduous Trees	14	EA	\$525.00	\$7,350.00
6' Height Coniferous Tree	3	EA	\$650.00	\$1,950.00
5 Gal Shrubs	113	EA	\$50.00	\$5,650.00
1 Gal Perennials/ Annuals/ Grasses	68	EA	\$20.00	\$1,360.00
Landscape Boulder	6	EA	\$600.00	\$3,600.00
			<b>Landscape Subtotal</b>	<b>\$74,133.33</b>
<b>Irrigation</b>				
CL200 PVC Lateral - 1"	753	Lf	\$3.05	\$2,297
CL200 PVC Lateral - 1.5"	169	Lf	\$3.53	\$597
CL200 PVC Lateral - 2"	83	Lf	\$4.30	\$358
CL200 PVC Lateral - 2.5"	31	Lf	\$5.17	\$159
CL200RT PVC Mainline 1-1/4"	6	Lf	\$3.78	\$23
CL200RT PVC Mainline 2"	29	Lf	\$7.25	\$211
CL200RT PVC Mainline 2.5"	37	Lf	\$8.65	\$318
CL200RT PVC Mainline 3"	85	Lf	\$10.00	\$845
CL200RT PVC Mainline 4"	63	Lf	\$15.00	\$950
Hunter I-25 ADS Rotor	2	Ea	\$119.00	\$222
Hunter I-20 6" PRB Rotor	2	Ea	\$87.00	\$162
Hunter I-20 12" PRB Rotor	6	Ea	\$126.00	\$722
Rain Bird - RD 6"w/ plstc mpr nozz	26	Ea	\$31.00	\$820
Rain Bird - RD 12" Pop w/Rotator Noz	12	Ea	\$57.00	\$682
Rain Bird PES-B-RD - 1" valve /decoder	1	Ea	\$287.00	\$240
Rain Bird PES-B -RD - 1.5" valve/decoder	1	Ea	\$331.00	\$429
Rain Bird PES-B - RD 2" valve/decoder	1	Ea	\$408.00	\$287
Rain Bird 44LRC Quick Cplr	1	Ea	\$330.00	\$420
Two Wire Decoder cable	258	Lf	\$1.10	\$284
AWG Wire #14	48	Lf	\$0.25	\$12
Drip Valve Ass. w/ Valve Basket & PRV/Decoder	1	Ea	\$357.00	\$274
Drip POS PC Emitters & Micro Tubing	198	Lf	\$2.57	\$508
Drip Blow-Out Box w/Operator	2	Ea	\$112.00	\$212
Hardie Dura-pol Tubing	474	Lf	\$0.85	\$403
CL160 PVC Sleeve 2"	69	Lf	\$17.00	\$1,176
CL160 PVC Sleeve 4"	21	Lf	\$21.00	\$443
CL160 PVC Sleeve 6"	23	Lf	\$27.00	\$634
CL160 PVC Sleeve 8"	13	Lf	\$42.00	\$526
2-Wire Surge Assembly	1	Ea	\$95.00	\$90
			<b>Irrigation Subtotal</b>	<b>\$14,304</b>

<b>Tract Y Improvements (Separate from remainder of Phase 4)</b>				
Native Restoration Services	26	AC	\$900.00	\$23,400.00
Native Seed Mix (includes prep.)	77,701	SF	\$0.45	\$34,965.66
Crusher fines	6,015	SF	\$7.00	\$42,102.34
<b>Site Features</b>				
Trail Bench	2	EA	\$1,500.00	\$3,000.00
Trail Stop Sign	1	EA	\$750.00	\$750
Curb Ramp	1	EA	\$950.00	\$950
Concrete Trail - 6"	29980	SF	\$9.00	\$269,820
			<b>Tract Y Subtotal</b>	<b>\$374,988.00</b>
			<b>All Subtotal</b>	<b>\$2,759,049</b>
			<b>15% Contingency</b>	<b>\$413,857</b>
			<b>Total</b>	<b>\$3,172,906</b>
 <b>Matrix</b>				

**Exhibit C**  
**Phasing Plan**



PHASE 4 (70 LOTS)

**NOTES:**

1. ALL SANITARY SEWER AT PHASE BOUNDARY SHALL END AT A MANHOLE.
2. ALL WATER AT PHASE BOUNDARY SHALL HAVE A TEMPORARY BLOW-OFF INSTALLED IF A FIRE HYDRANT IS NOT WITHIN 10' OF THE END OF THE PIPE.
3. ALL STORM AT PHASE BOUNDARY SHALL END AT A MANHOLE.

4676400 01/28/2021 10:24 AM  
Page 32 of 32

[illegible]



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-408, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving the Engagement Letter and Legal Services Agreement with the Law Firm of Lyons Gaddis for Water Legal Matters

**DEPARTMENT:** Public Works

**PRESENTER(S):** Todd Fessenden, Utilities Director

**TIME ESTIMATE: 0**

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

Cost as Recommended:	\$330 per hour
Balance Available:	\$235,404
Fund	Water Fund
Line Item Number:	500-75-770-560000
New Appropriation Required:	No

**POLICY ISSUES:**

The Town's Water Legal Counsel represents the Town in matters related to water rights and general water legal matters.

**STAFF RECOMMENDATION:**

Approve the resolution to retain the Law Firm of Lyons Gaddis as the Town's Water Legal Counsel.

**SUMMARY/KEY POINTS**

- Council appoints its legal representatives.
- These are our long-standing water attorneys. Their firm, Vranesh & Raisch is closing and they are moving to a new firm as a result.

**BACKGROUND OF SUBJECT MATTER:**

Pete Johnson has been the Town's Water Legal Counsel for more than four years, his partner Andrea Kehrl has also represented the Town for more than eight years. Pete has recently moved his practice from Vranesh & Raisch (V&R), the Town's Water Counsel for more than 30 years, to Lyons Gaddis.

As V&R is closing their practice, we recommend engaging Lyons Gaddis and Mr. Johnson and his team to continue their representation of the Town in this critical area.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☐ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☒ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☐ Small Town Feel
- ☒ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☒ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution
2. Introduction and File Transfer Request Letter
3. Engagement Letter

**Town of Erie  
Resolution No. 25-129**

**A Resolution of the Town Council of the Town of Erie Approving  
the Engagement Letter and Legal Services Agreement with the  
Law Firm of Lyons Gaddis for Water Legal Matters**

**Whereas**, the Town requires the services of the law firm of Lyons Gaddis for water legal matters.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Engagement Letter and Legal Services Agreement with Lyons Gaddis is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Engagement Letter and Legal Services Agreement on behalf of the Town.

**Adopted this 12<sup>th</sup> day of August, 2025.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk





5303 Spine Road, Suite 202 Boulder, Colorado 80301  
Telephone: 303.443.6151 www.vrlaw.com

June 17, 2025

Malcolm Fleming, Town Manager  
Todd Fessenden, Utilities Director  
Town of Erie  
645 Holbrook Street  
Erie, CO 80516

*Sent Via E-Mail to:* [mfleming@erieco.gov](mailto:mfleming@erieco.gov); [tfessenden@erieco.gov](mailto:tfessenden@erieco.gov)

Dear Malcolm and Todd:

As Todd and I have discussed, on August 1, 2025, my team and I will be joining the law firm of Lyons Gaddis, which has offices in Louisville, Longmont, and Littleton, Colorado. I will continue the same practice there that I have had at Vranesh & Raisch, LLP. Based on our transition to Lyons Gaddis and recent retirements and departures of other partners, the remaining partners decided to close Vranesh & Raisch, LLP, effective July 31, 2025.

Andrea Kehrl, Bradley Kershaw, and our paralegal Cindy McMurl will be joining me at Lyons Gaddis. In order facilitate a smooth transition, we are requesting you to return via email a signed copy of this letter that authorizes this firm to transfer your client files. The signed letter should be emailed to me with a copy to my paralegal, Cindy McMurl at [cmc@vrlaw.com](mailto:cmc@vrlaw.com). Please be aware that you also have the right to seek another attorney, if you desire.

I am looking forward to being a part of Lyons Gaddis. Established over fifty years ago, Lyons Gaddis is a long-standing Colorado law firm that offers legal representation on a statewide basis in a variety of areas, including water, real estate and land use, oil and gas, and local government law, among others. By joining Lyons Gaddis, our team can continue to focus on its water law practice while being part of a firm that offers expertise in complimentary practice areas and greater resources and support.

My new contact information follows:

Lyons Gaddis  
950 Spruce St., Unit 1B  
Louisville, CO 80027  
[www.lyonsgaddis.com](http://www.lyonsgaddis.com)

**Peter Johnson:**  
Office: 720-726-3670  
Cell: 970-231-1466 (*no change*)  
[PJohnson@lyonsgaddis.com](mailto:PJohnson@lyonsgaddis.com)

**Andrea Kehrl:**  
Office: 720-726-3670  
Cell: 303-817-7490 (*no change*)  
[AKehrl@lyonsgaddis.com](mailto:AKehrl@lyonsgaddis.com)

A proposed Legal Services Agreement for the Town of Erie to continue with our team at Lyons Gaddis is enclosed. Please contact me with any questions or concerns with the Agreement. Otherwise, please sign and return the Agreement to me via e-mail.

Sincerely,

  
\_\_\_\_\_  
Peter C. Johnson

- [ ] I wish to be represented by Lyons Gaddis and authorize the transfer of all of my paper and electronic files to Lyons Gaddis.
- [ ] I do not wish to be represented by Lyons Gaddis and authorize the transfer of all paper and electronic files to my new attorney at the law firm of \_\_\_\_\_.

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title if Client is an entity

June 17, 2025

Sent Via Email: [mfleming@erieco.gov](mailto:mfleming@erieco.gov)

Malcolm Fleming, Town Administrator  
Town of Erie  
645 Holbrook Street  
Erie, CO 80516

Re: Engagement Letter and Legal Services Agreement

Dear Malcolm:

This Engagement Letter and Legal Services Agreement ("Agreement") will confirm the engagement of Lyons Gaddis, P.C. ("Firm") to provide legal services for the Town of Erie ("Town"). Thank you for giving us the opportunity to serve the Town. We look forward to a successful relationship.

The purpose of this letter is to explain what the Town can expect from us and what we expect from the Town, and to describe our fees and billing practices.

**1. Termination of Vranesh and Raisch Agreement:** Vranesh and Raisch, LLP will close and no longer provide legal services as of August 1, 2025. Your prior Legal Service Agreement with Vranesh and Raisch, LLP does not require express termination and this Agreement will serve as a termination of that prior Legal Services Agreement with Vranesh and Raisch, LLP, effective July 31, 2025, with this Legal Services Agreement taking effect on August 1, 2025.

**2. Description of Legal Services:** The Firm understands that it has been retained to represent the Town's interests with regard to waters rights matters, as directed by the Town. We intend to perform these legal services in a professional manner and will keep the Town informed of all material developments in a reasonable and timely fashion. We will strive to provide our best judgment in light of the law and the particular facts made known to us. In this regard, we ask that Town communicate any information to us fully and candidly. Also, we ask that Town work with us to continuously monitor and discuss the matter so that we can agree on a course of action that best achieves the Town's goals.

3. **Supervising Attorney:** The attorney with principal responsibility for supervising the work for the Town will be Peter Johnson. However, our goal is to provide quality legal services to the Town in a cost-effective manner. As a result, the Firm reserves the right to assign other lawyers in the Firm to represent the Town, if in the Firm's reasonable judgment that becomes necessary or will otherwise benefit the Town. The Firm also reserves the right to assign various tasks to Firm staff (*e.g.*, paralegals, law clerks), as appropriate.
4. **Retainer:** Given our long-standing relationship, the Firm will not require any retainer at this time. The Firm may, however, request that the Town provide a retainer in the future if it is expected that the Firm's provision of legal services will result in unusually large fees and costs in, for example, active litigation matters.
5. **Fee Arrangement:** The current billing rate for Peter Johnson is \$330.00 per hour and the current billing rate for paralegals and law clerks is \$155.00 per hour. The Firm generally raises its rates at the beginning of each calendar year and reserves the right to increase and/or modify the above-stated rates over time; provided, however, that the Firm will provide the Town with advance notice of any rate changes. The Firm's monthly billing statement will reflect the current rates in effect at the time the service was performed.
6. **Billable Costs:** Out-of-pocket expenses incurred on behalf of the Town, such as filing costs, service-assisted conference calls, service of process, travel, photocopying, computer-assisted legal research, and deposition and transcript costs, will be charged in addition to the costs of legal services in the Firm's discretion. As part of this engagement, the Town agrees to pay the out-of-pocket expenses that are charged. These expenses will be included in the monthly billing invoices sent by the Firm. We will make every effort to include out-of-pocket expenses in the billing invoice for the month in which they are incurred, or for the month in which the Firm receives the invoice from a third-party vendor who performed the work.
7. **Billing Invoices and Payment:** The Firm bills its time and expenditures on a monthly basis. Unless otherwise agreed to by the Firm in writing, we require the Town to keep all billings paid on a current basis. If the Town has any question about any bill or the services performed by the Firm, please contact the supervising attorney within fifteen (15) days of the date of receipt of the billing statement. Any fee or expense not paid within 60 days of the date of the statement shall bear interest at a rate of 18% per annum.

8. **Conflicts of Interest:** The Firm has an ethical obligation to inquire into and avoid conflicts or potential conflicts with any of the Firm's existing clients' interests. The Town should recognize and understand that actual or apparent conflicts of interest with respect to matters within the scope of this Agreement are possible. The Firm and the Town agree to identify such conflicts promptly and to dispose of them to the mutual satisfaction of each other. If a conflict is discovered after the Firm has started work for the Town, the Firm may be disqualified from continuing to represent the Town. However, the Firm shall not by this Agreement be precluded from representation adverse to the Town in matters outside the scope of work covered by this Agreement.

We ask that the Town review all of the interests that may be involved with the matter for which the Firm's representation is being sought, and that the Town fully inform the Firm about all of the persons or entities whose interests are now in conflict with the Town's interests, or that may come into conflict with the Town's interests in the future. If, in the Firm's sole judgment, a conflict of interest does exist, or arises in the future, the Firm will notify all affected clients and will proceed in a manner consistent with the ethical standards contained in the Colorado Rules of Professional Conduct.

Based on the information provided to date, the Firm is currently aware of an existing conflict with the Plumb and Dailey Ditch Company (a current Firm client) and the potential for a conflict pertaining to some of the Firm's other clients, including the Lower Boulder Consolidated Ditch Company, the Erie-Coal Creek Ditch Company, the Leyner-Cottonwood Ditch Company, the Godding Ditch Company, and the New Coal Ridge Ditch Company. As we have discussed, the Firm will address these conflicts by implementing a confidentiality wall between the clients, and obtaining a conflict waiver from each affected client as necessary, which waiver approves representation of the respective client subject to the conditions set forth in the waiver. The Firm will be taking the same approach with any of its other clients for which a conflict exists. The Town's execution of this Agreement and the related conflict waivers will signify its consent as well. Should the Town have any questions about our representation of the other clients and the conflicts approach described above, please feel free to contact this office for clarification or to contact an independent attorney to evaluate the protection of the Town's interests by the mechanisms described herein.

9. **Firm - Client Relationship:** The Town has the right at any time to terminate the Firm's services and representation for any reason. If the Town wants the Firm to discontinue its representation, the Town should inform the supervising attorney in writing. If the Town terminates the Firm's representation under this Agreement, the Town will still owe the Firm for all fees and costs incurred up through the date and

time that the Town informed the Firm of the termination. The Firm also has the right to withdraw from its representation of the Town. This withdrawal could be for reasons including, but not limited to, nonpayment of the Town's outstanding balance for services provided. The Firm will comply with the Colorado Rules of Professional Conduct if it determines it is appropriate to terminate its legal representation of the Town.

**10. Client Files:** We may destroy any documents or other data ("Client Files") obtained or provided to us during this representation 60 days after we notify the Town that this matter is concluded, unless we are informed that litigation is pending or anticipated on this matter at the 60-day point. Upon the Town's written request, we will provide the Town any Client Files obtained by us during the course of this representation if we receive that request before the 60-day timeframe ends. The Town agrees to pay the cost of transmitting the data. The Town also agrees that the Firm has the right to retain copies of the Client Files but is not required to do so.

**11. Communications and Point of Contact:** In order to avoid confusion, duplication of effort, and conflicting instructions, the Firm requires that one person be designated as the client contact. The person designated as the client contact for the Town is Todd Fessenden, Utilities Director. The Town can change the client contact by providing written notice to the Firm. We will communicate with the Town primarily by telephone and by e-mail, and we ask that the Town stay apprised of your e-mail account for our communications.

We look forward to continuing our longstanding relationship and representation of the Town. If the Town has any questions or comments about the foregoing, please call us at your convenience. If the Town is satisfied with the foregoing Legal Services Agreement, please sign a copy of this letter in the space provided below and return it to us by email at [pcj@vrlaw.com](mailto:pcj@vrlaw.com) and [aak@vrlaw.com](mailto:aak@vrlaw.com).

Sincerely,

**LYONS GADDIS**

---

Peter C. Johnson, Esq.

Town of Erie

By:\_\_\_\_\_

Date:\_\_\_\_\_

Its:\_\_\_\_\_



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-457, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Appointing Alex Wicks to the Historic Preservation Advisory Board.

**DEPARTMENT:** Administrative Operations

**PRESENTER(S):** Michele Crawford, Deputy Town Clerk

**TIME ESTIMATE:** 0 minutes

*For time estimate: please put 0 for Consent items.*

**POLICY ISSUES:**

Council approves all appointments to advisory boards and commissions.

**STAFF RECOMMENDATION:**

Approve Resolution 25-141 to appoint Alex Wicks to the Historic Preservation Advisory Board.

**SUMMARY/KEY POINTS**

- The Historic Preservation Advisory Board has one vacancy and received three applications for the vacancy.
- After reviewing the applications, the Historic Preservation Board recommends Alex Wicks be appointed to the Historic Preservation Advisory Board.
- Alex Wicks application is attached for the Town Council to review.

**BACKGROUND OF SUBJECT MATTER:**

Boards and Commissions

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☒ Attractive Community Amenities
- ☒ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☒ Small Town Feel
- ☐ Safe and Healthy Community
- ☒ Effective Governance



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**File #:** 25-457, **Version:** 1

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- ☒ Environmentally Sustainable
- ☐ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution 25-141
2. Alex Wicks Application

**Town of Erie  
Resolution No. 25-141**

**A Resolution of the Town Council of the Town of Erie Appointing  
Alex Wicks to the Historic Preservation Advisory Board**

**Whereas**, the Town Council wishes to appoint Alex Wicks to the Historic Preservation Advisory Board.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Town Council hereby appoints Alex Wicks to the Historic Preservation Advisory Board.

**Adopted this 12<sup>th</sup> day of August, 2025.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

Application Form

Board and Commission Application

Which Boards would you like to apply for?

Historic Preservation Advisory Board: Eligible

All advisory board and commission members will be expected to support the [priorities and work plan](#) set forth by the Town Council.

Board and Commission Meeting Days and Times

- Airport Economic Development Advisory Board meets on the Third Thursday of each month at 6:30 p.m.
- Board of Adjustment meets on an as needed basis.
- Historic Preservation Advisory Board meets on the Fourth Monday of each month at 6:30 p.m.
- Open Space Trails Advisory Board meets on the Second Monday of each month at 6:30 p.m.
- Planning Commission meets on the First and Third Wednesday of each month at 6:30 p.m.
- Sustainability Advisory Board meets on the First Wednesday of each month at 6:30 p.m.
- Tree Advisory Board meets on the Second Wednesday of each month at 6:30 p.m.

Profile

Alex

First Name

Wicks

Last Name

Middle Initial

Email Address

Home Address

Suite or Apt

Erie

City

CO

State

80516

Postal Code

Primary Phone

Alternate Phone

Zinnia

Employer

Senior Engineering Manager

Job Title

Are you an Erie resident?

☒ Yes ☐ No

**Have you ever been employed by the Town of Erie?**

☐ Yes ☒ No

**If so, please explain your employment with the Town of Erie.**

**Do you work for or own a company that does business with the Town of Erie?  
If so, please explain.**

No

---

## **Interests & Experiences**

**Tell us about yourself and why you are interested in serving on a board or commission?**

Hello, I'm a husband and father of two, and my family and I have called Erie home for the past three years. By profession I lead teams of software engineers, but I'm also a passionate painter with aspirations of eventually pursuing art full time. My family and I have loved living in Erie and becoming more ingrained in the community. We've absolutely loved getting to know the people, nature, and history of this area. I've particularly enjoyed learning about the town's mining past and how it has shaped the identity of the community today. I really appreciate how the town has preserved and celebrated this rich history. I'm interested in joining the Historic Preservation Advisory Board as a way to give back to the town that's given us so much. I'd be honored to help preserve and share the stories that make Erie such a special place.

**Have you served on another board/commission in an advisory capacity? If so, please describe the board and what made serving in that capacity a good experience? What were the major concerns or issues?**

I've worked on advisory boards as part of my profession in the tech industry. While working at a large tech company, I was a part of an advisory committee to make recommendations on software testing practices and standards. This was a fantastic opportunity to improve company standards, have a greater influence on the success of our department, as well as act as a representative for my specific team within the organization. We were able to form a plan that led to hiring, training, and ultimately improving quality standards across the company. We had several concerns to take into account when formulating this plan. The biggest was the budget, how to achieve our quality goals without needing to hire tens of individuals and stop progress on other initiatives. We were able to achieve this by hiring just a few experienced individuals that were able to act as champions by mentoring our existing workforce. Additionally, we put an enormous amount of effort into educating all the teams involved on the plan and strategy before making any major changes, allowing for them to prepare in order to not disrupt their ongoing efforts.

**Are you aware of the time commitment, and do you have the personal time to devote to this board or commission?**

I am aware and am able to devote the necessary amount of time to the board.

Question applies to multiple boards

**Please describe a situation where you were working with a small group and disagreed with the direction of the project, what did you do? What was the result?**

In my role as a software lead, I was working with a small group of engineers to design the architecture for a new web application. Early in the process, the team leaned toward a tightly coupled, monolithic approach to speed up initial delivery. I had some reservations in that I felt investing a bit more time up front in modularizing the application would give us more flexibility and make it easier to scale and maintain over the long haul. I brought up my concerns in a team discussion in order to make sure we were considering the long-term implications. We weighed the tradeoffs together and eventually chose to move forward with the original monolithic plan due to tight time constraints. Once the decision was made, I fully committed and worked closely with the team to ensure the implementation was as clean and maintainable as possible. A few months later we did begin refactoring parts of the application to align more with the modular direction I'd originally suggested, however choosing to build it quickly allowed us to hit our deadline. Ultimately the project ended up being a success because of the shared commitment as a team.

Question applies to multiple boards

**If you are appointed, what goals would you like to see accomplished on this board or commission?**

If appointed, I'd love to help the board continue its work preserving the unique history of Erie, especially in ways that make that history more visible and meaningful to the broader community. I'd be particularly excited to support efforts that highlight Erie's mining heritage and help connect that past to the present-day character of the town. Whether through public art, community education, or thoughtful storytelling, I believe there are creative ways to bring more people into Erie's history, especially newer residents like myself who may not know much about it yet. My goal would be to help preserve what's important while also making it accessible and engaging for future generations.

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## Questions

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## Demographics (optional)

The following questions are optional. This information helps track our recruitment and diversity efforts.

### Ethnicity


☒ Caucasian/Non-Hispanic

### Gender

☒ Male

### Sexual Orientation

☒ Straight/Heterosexual

  
Date of Birth

**Highest Grade or Degree Completed and Major**

Bachelor of Science

**Trade School or Licenses/Certifications? If so, please list.**

---

**Resume and Additional Documents**

[Alex\\_Wicks\\_Resume\\_1\\_.pdf](#)

Upload a Resume

**Please Agree with the Following Statement**

I certify that the facts and statements contained in this Board and Commission Application is true and correct. I further understand that false statements shall be sufficient cause for rejection of this application. I further certify that I have not been convicted of a felony under the laws of the State of Colorado or in another jurisdiction. I understand that falsification, omission or misrepresentation will result in a rejection of this application. Any falsification, omission or misrepresentation is evidence of perjury in the second degree. If I become a Board or Commission member with the Town, this form is valid for the period of my term with the Town and the crime records may be updated periodically at the discretion of the Town. I understand that this application is considered a public record and subject to the Colorado Open Records Act.

☒ I Agree

# Alex Wicks

## engineer & servant leader

Phone: 630.779.9527 Email: [REDACTED] LinkedIn: [REDACTED]

### Summary

Experienced engineering leader with a track record of building high-performing teams, delivering impactful products, and driving cross-functional collaboration. Proven success in scaling applications, improving developer experience, and fostering inclusive team cultures. Passionate about coaching, sustainable engineering practices, and creating environments where engineers thrive.

### Experience

#### Senior Engineering Manager | Zinnia

2024 - Current

- Led North American front-end engineering teams to deliver 5 major global web applications for Zinnia Live.
- Introduced modern tooling and practices in AI integration, accessibility, and cloud-based logging, raising team velocity and product quality.
- Advocated for technical excellence while balancing roadmap delivery and cross-functional alignment.

#### Engineering Leader | BioRender

2023 - 2024

- Managed teams delivering core features to support scientific illustration; launched graphing as a new product line.
- Rebuilt the hiring and interview process to support scale during rapid growth.

#### Senior Engineering Manager | Ada Support, Inc

2022 - 2023

- Leader of two full-stack teams with ownership of the dashboard builder application and the front end design system.
- Drove the successful delivery of voice integration into Ada's conversational AI platform.

#### Senior Engineering Manager | Twilio, Denver

2020 - 2022

- Hired and built two teams: Data Pipelines (backend infra) and User Management (full-stack).
- Led cross-org efforts to help launch Twilio Flex, coordinating work across time zones and engineering orgs.
- Spearheaded a company-wide initiative to modernize testing practices and increase CI confidence.

## **Engineering Manager | SendGrid, Denver**

2016 - 2020

- Managed 3 teams (16+ engineers) across Accounts, Billing, and Growth, delivering critical business infrastructure.
- Led a successful re-architecture of accounts and billing platforms, reducing maintenance burden and increasing stability.
- Acted as both people manager and technical lead for strategic cross-team efforts.

Technologies: JavaScript, TypeScript, React, AWS, Node.js

## **Technical Lead | Markit Digital, Boulder**

2010 - 2016

- Mentored technical leads and managed complex financial products for Fortune 500 clients.
- Hands-on leadership with full-stack technologies, including .NET and modern JavaScript.

Technologies Used: C#, ASP.NET MVC, JavaScript

## **Education**

### **Bachelor of Science - Web Development | Illinois State University, Normal IL**

Graduated May 2010





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-425, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving the First Amendment to the Construction Contract with JOC Construction for the Kenosha Farms Culvert Replacement

**DEPARTMENT:** Utilities

**PRESENTER(S):** Todd Fessenden, Utilities Director

**TIME ESTIMATE:** 0 minutes

**FISCAL SUMMARY:**

Cost as Recommended:	\$ 80,000
Balance Available:	\$ 80,075.64 with transfer
Fund:	Storm Drainage Operating Fund
Line Item Number:	520-75-110-605000-257520
Budget Transfer:	\$80,000 from 520-75-110-605000-100433
New Appropriation Required:	No

**POLICY ISSUES:**

1. Money budgeted to complete the project.
2. Serves the Council's goal of maintaining infrastructure.
3. A delay would result in additional deterioration and higher future costs.

**STAFF RECOMMENDATION:**

Approve the resolution.

**SUMMARY/KEY POINTS**

- Culverts need replacement before Street Maintenance Project construction this summer.
- Street Maintenance Project contract approved by Council on May 27, 2025.
- Initial project approved by Council on June 10, 2025

**BACKGROUND OF SUBJECT MATTER:**

On June 10, 2025, Council approved a construction contract to JOC Construction for the replacement of two culverts on Allen Avenue and Nonaham Lane in Kenosha Farms. This amendment includes removal and installation of three (3) additional culverts, 1-18" and 2-30", along with related

infrastructure improvements, to support long-term stormwater management for the Town of Erie and surrounding neighborhood.

Our goal is to complete this project before the street maintenance project begins, which will involve a mill and overlay of the roadway. If this culvert project gets delayed, we could potentially have negative impacts to the new roadway after the completion of the street maintenance project.

Using the Gordian Job Order Contracting program, the Town received a bid for the additional work from JOC Construction for \$76,023.17.

The project is over the existing budget. In order to complete this project, staff asks Council for approval to transfer \$80,000 to Budget Line Number 520-75-110-605000-257520 (Culvert Replacement) from (520-75-110-605000-100433) (EC2 Pond Redesign).

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☐ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☒ Well-Maintained Transportation Infrastructure
- ☐ Small Town Feel
- ☒ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☒ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution 25-140
2. Amendment

**Town of Erie  
Resolution No. 25-140**

**A Resolution of the Town Council of the Town of Erie Approving  
the First Amendment to the Construction Contract with JOC  
Construction for the Kenosha Farms Culvert Replacement**

**Whereas**, on June 10, 2025, the Town and JOC Construction entered into a Construction Contract for the Kenosha Farms Culvert Replacement; and

**Whereas**, the Parties wish to amend the Construction Contract.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The First Amendment to the Construction Contract with JOC Construction is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment on behalf of the Town.

**Adopted this 12<sup>th</sup> day of August, 2025.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**First Amendment to Construction Contract  
Kenosha Farms Culvert Replacement (P25-650)**

This First Amendment to Construction Contract (the "First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and JOC Construction, LLC, an independent contractor with a principal place of business at 200 Union Blvd, Suite 200, Lakewood, CO 80228 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on June 10, 2025, the Parties entered into a Construction Contract (the "Contract"); and

Whereas, on June 10, 2025, Contractor submitted a proposal to the Town for the performance of additional Work in connection with the Project, as provided in the Job Order Authorization Kenosha Farms Culverts - supplemental attached hereto and incorporated by this reference as if fully set forth herein ("Kenosha Farms Culverts – Supplemental Job Order"); and

Whereas, the Parties wish to amend the Contract as set forth herein.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Work. The Work required of Contractor as specified in Paragraph I of the Contract is hereby amended to include the addition of all labor, services, materials, tools, supplies, equipment, plant, transportation, and other work necessary for the completion of the work identified in the Kenosha Farms Culverts - Supplemental Job Order, attached hereto and incorporated by this reference as if fully set forth herein.

2. Commencement and Completion of Work. Contractor shall commence the additional Work required of Contractor by this First Amendment that has not already commenced or been completed within 60 days of the Town's issuance of Notice to Proceed. Final Completion of the entirety of the additional Work required of Contractor by this First Amendment shall be accomplished by Contractor by 60 days of the Notice to Proceed, unless the time within which Contractor is required to achieve Final Completion is subsequently extended in accordance with the Contract Documents.

3. Contract Price. Paragraph III of the Contract is hereby amended to increase the Contract Price to \$721,924.36, allocated as follows:

Original Contract Price:	\$641,924.36
Kenosha Farms Culverts - Supplemental:	\$76,023.17

Contingency Available: \$3,976.83

Total New Contract Price: \$721,924.36

4. Paragraph III of the Contract is hereby amended to read as follows:

**III. Compensation**

Upon completion and final acceptance by the Town of the work set forth in the Scope of Work and subject to the terms and conditions of the Contract Documents, the Town shall pay Contractor an amount not to exceed \$721,924.36 (the "Contract Price"). The Contract Price includes a base amount of \$717,947.53 and a contingency of \$3,976.83. Payment to Contractor of any portion of the contingency amount requires the Town's express, written approval. The contingency amount paid to Contractor, if any, shall not result in or serve as the basis for any increase to the Contract Price. In no event shall any portion of the contingency amount be used to cover costs arising from the failure, negligence, mistake or misconduct of Contractor or any of Contractor's subcontractors or suppliers or anyone for whom any of them may be liable. The Contract Price shall include all fees, costs and expenses incurred by Contractor.

5. Except as expressly modified herein, the Contract shall remain in full force and effect.

In Witness Hereof, the Parties have executed this First Amendment as of the Effective Date.

**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

Signed by:  
  
\_\_\_\_\_  
16885B6E721E42B  
Kiryl, Kavalenka,

State of Colorado                    )  
  ) ss.  
County of \_\_\_\_\_            )

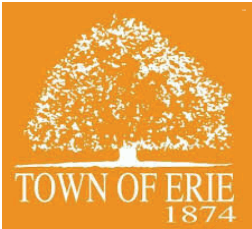
The foregoing instrument was subscribed, sworn to and acknowledged before me  
this \_\_\_\_ day of \_\_\_\_\_, 2025, by JOC Construction, LLC.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

**Town of Erie, CO**  
645 Holbrook Street, PO Box 750  
Erie, CO 80516



**Job Order Authorization**

Date: 7/22/2025

**Job Order Contracting**

Project Information	Job Order #:	25-TOE-0004.01	Location #:	002
	Project:	25-TOE-0004.00		
	Job Order Title:	Kenosha Farms Culverts - supplemental		
	Location:	Public Works 150 Bonnell Avenue Erie, CO 80516		
Contract Information	Contractor Contract #	PR-22-10-01		
	Vendor:	JOC Construction 4890 Ironton St Ste A Denver CO 80239		
Project Costs	Price Proposal:	\$76,023.17		
Schedule	Project Duration:			
	Construction Started:	08/29/2025 (Planned)		
	Construction Complete:			

Sign below to approve this Job Order

Sarah Seele,

Date

JOC Construction

Date



Detailed Scope of Work

Date: 07/22/2025

Work Order #: 25-TOE-0004.01

Title: Kenosha Farms Culverts - supplemental

Contractor: JOC Construction

Contractor Number: PR-22-10-01

Job Order Value: \$76,023.17

Location: Public Works

**Brief Scope:**  
This Scope of Work includes the earthwork and wet utility services associated with the Town of Erie -Nonaham Culvert Replacement project based on general specifications provided by Town of Erie and observations made by contractor at site visit completed on 4/29/2025.

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work:

**Detailed Scope:**  
This scope of work outlines supplemental activities added to the original contract to address additional drainage infrastructure needs identified during the project. The supplemental scope includes the removal and installation of three (3) additional culverts, 1-18" and 2-30", along with related infrastructure improvements, to support long-term stormwater management for the Town of Erie and the surrounding neighborhood.

Sarah Seele \_\_\_\_\_ Date \_\_\_\_\_

Kiryl Kavalenka \_\_\_\_\_ Date \_\_\_\_\_





Contractor Price Proposal Details - CSI

Date:	07/22/2025
Work Order #:	25-TOE-0004.01
Title:	Kenosha Farms Culverts - supplemental
Contractor:	JOC Construction - PR-22-10-01
Contractor Number:	PR-22-10-01
Job Order Value:	\$76,023.17
Approval Date:	June 12, 2025
Proposal Name:	Nonaham culverts - RR Supplemental
Proposal Value:	\$76,023.17

CSI Number	Mod	UOM	Description	Line Total
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01 - General Requirements

1	01 22 16 00-0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$2,000.00
			Quantity Unit Price Factor Total	
	Installation		2,000.00 x \$1.00 x 1.0000 =	\$2,000.00
	User Note: Rider Bond Fees.			
2	01 74 19 00-0035	CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee	-\$5,939.30
			Quantity Unit Price Factor Total	
	Installation		-52.00 x \$89.85 x 1.2712 =	-\$5,939.30
	User Note: Discount if completed with the main culvert replacement. Recycling fees for additional removed aggregates.(175.5 sq ft x 8 ft /27 = 52 cubic yards)			
Subtotal for 01 - General Requirements:				-3,939.30

02 - Existing Conditions

3	02 41 13 13-0039	SF	>6" To 8" By Hand, Break-up And Remove Bituminous Paving	\$2,108.87
			Quantity Unit Price Factor Total	
	Installation		466.00 x \$3.56 x 1.2712 =	\$2,108.87
	User Note: Break up existing concrete curb and sidewalk.			
Subtotal for 02 - Existing Conditions:				2,108.87

03 - Concrete

4	03 11 13 00-0010	LF	>6" To 12" High Slab Edge and Block-Out Wood Formwork	\$554.93
			Quantity Unit Price Factor Total	
	Installation		73.00 x \$5.98 x 1.2712 =	\$554.93
	User Note: Form work for new curb/gutter.			
5	03 31 13 00-0005	SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly	\$4,656.10
			Quantity Unit Price Factor Total	
	Installation		466.00 x \$7.86 x 1.2712 =	\$4,656.10
	User Note: Concrete for sidewalks, curbs, and gutters.			

## Contractor's Price Proposal Details - CSI Continues..

Work Order Number: 25-TOE-0004.01

Work Order Title: Kenosha Farms Culverts - supplemental

CSI Number	Mod	UOM	Description	Line Total
<b>03 - Concrete</b>				
6	03 31 13 00-0005	0148	SF For 4,000 PSI Concrete, Add	\$146.44
			<div> <div>Installation</div> <div> <div>Quantity</div> <div>320.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.36</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2712</div> <div>=</div> </div> <div> <div>Total</div> <div>\$146.44</div> </div> </div>	
<b>User Note:</b>				
7	03 35 13 00-0002		SF Screed, Concrete Floor Finish	\$355.43
			<div> <div>Installation</div> <div> <div>Quantity</div> <div>466.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.60</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2712</div> <div>=</div> </div> <div> <div>Total</div> <div>\$355.43</div> </div> </div>	
<b>User Note:</b> First step in concrete finishing process for new sidewalks.				
8	03 35 13 00-0002	0051	SF For >250 To 500, Add	\$66.74
			<div> <div>Installation</div> <div> <div>Quantity</div> <div>350.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.15</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2712</div> <div>=</div> </div> <div> <div>Total</div> <div>\$66.74</div> </div> </div>	
<b>User Note:</b>				
9	03 35 13 00-0004		SF Broom, Concrete Floor Finish	\$467.98
			<div> <div>Installation</div> <div> <div>Quantity</div> <div>466.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.79</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2712</div> <div>=</div> </div> <div> <div>Total</div> <div>\$467.98</div> </div> </div>	
<b>User Note:</b> Final step in concrete finishing for new sidewalks (broomed finish to provide traction).				
10	03 35 13 00-0004	0051	SF For >250 To 500, Add	\$88.98
			<div> <div>Installation</div> <div> <div>Quantity</div> <div>350.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.20</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2712</div> <div>=</div> </div> <div> <div>Total</div> <div>\$88.98</div> </div> </div>	
<b>User Note:</b>				
11	03 35 13 00-0006		SF Steel Trowel, Concrete Floor Finish	\$622.00
			<div> <div>Installation</div> <div> <div>Quantity</div> <div>466.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$1.05</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2712</div> <div>=</div> </div> <div> <div>Total</div> <div>\$622.00</div> </div> </div>	
<b>User Note:</b> Second step in concrete finishing for new sidewalks.				
12	03 35 13 00-0006	0051	SF For >250 To 500, Add	\$115.68
			<div> <div>Installation</div> <div> <div>Quantity</div> <div>350.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.26</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2712</div> <div>=</div> </div> <div> <div>Total</div> <div>\$115.68</div> </div> </div>	
<b>User Note:</b>				
13	03 39 13 00-0002		SF Water Based Curing, Sealing, Hardening And Dustproofing CompoundCoverage rates: rough finish = 300 SF/GAL, broom finish = 300 to 400 SF/GAL, steel troweled = 500 to 600 SF/GAL, and vertical surface = 400 - 500 SF/GAL.	\$142.17
			<div> <div>Installation</div> <div> <div>Quantity</div> <div>466.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.24</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2712</div> <div>=</div> </div> <div> <div>Total</div> <div>\$142.17</div> </div> </div>	
<b>User Note:</b> Typical curing of new concrete.				
<b>Subtotal for 03 - Concrete:</b>				<b>7,216.45</b>

## 31 - Earthwork

14	31 05 16 00-0008		CY #57 Stone Aggregate Fill (3/8" To 1")	\$818.80
			<div> <div>Installation</div> <div> <div>Quantity</div> <div>12.96</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$49.70</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2712</div> <div>=</div> </div> <div> <div>Total</div> <div>\$818.80</div> </div> </div>	
<b>User Note:</b> Additional pee gravel for RCP pipe bedding underneath around and on top of the pipe.				
15	31 05 16 00-0012		CY #8 Stone Aggregate Fill (3/32" To 3/8")	\$2,582.60
			<div> <div>Installation</div> <div> <div>Quantity</div> <div>42.22</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$48.12</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2712</div> <div>=</div> </div> <div> <div>Total</div> <div>\$2,582.60</div> </div> </div>	
<b>User Note:</b> Additional compaction of aggregate on top of the pipe. Not including flow fill.				

## Contractor's Price Proposal Details - CSI Continues..

**Work Order Number:** 25-TOE-0004.01  
**Work Order Title:** Kenosha Farms Culverts - supplemental

CSI Number		Mod	UOM	Description	Line Total
31 - Earthwork					
16	31 23 16 13-0008		CY	Excavation For Trenching By Hand In Loose Rock Or Compacted AggregateIncludes stockpiling excess materials and trimming sides and bottom of trench.	\$5,485.08
				QuantityUnit PriceFactorTotal	
				Installation42.22 x\$102.20 x1.2712 = \$5,485.08	
				User Note: Additional excavation of existing RCP pipe and for installation of new RCP pipe . This includes trenching for the second RCP pipe.	
17	31 23 16 13-0010		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine	\$298.86
				QuantityUnit PriceFactorTotal	
				Installation94.80 x\$2.48 x1.2712 = \$298.86	
				User Note: Additional backfilling trenches after RCP pipe is installed.	
18	31 23 16 13-0010	0067	CY	For >50 To 250, Add	\$74.72
				QuantityUnit PriceFactorTotal	
				Installation94.80 x\$0.62 x1.2712 = \$74.72	
				User Note:	
19	31 23 16 13-0017		CY	Load Excess Material by Hand for Removal from Excavation for Trenching	\$7,533.83
				QuantityUnit PriceFactorTotal	
				Installation135.65 x\$43.69 x1.2712 = \$7,533.83	
				User Note: Additional material loading and removal off site.	
20	31 23 16 33-0016		SY	Finish Grading for Bulk Excavation by Machine	\$18.63
				QuantityUnit PriceFactorTotal	
				Installation33.30 x\$0.44 x1.2712 = \$18.63	
				User Note: Additional final grading prior to asphalt installation.	
21	31 23 16 33-0018		SY	Compaction of Fill or Subbase for Bulk Excavation by MachinePer Lift	\$18.20
				QuantityUnit PriceFactorTotal	
				Installation33.30 x\$0.43 x1.2712 = \$18.20	
				User Note: Additional Compaction of sub-base and fill prior to asphalt installation.	
22	31 23 16 36-0007		CY	Excavation For Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader in Loose RockIncludes compacted aggregate	\$399.26
				QuantityUnit PriceFactorTotal	
				Installation52.00 x\$6.04 x1.2712 = \$399.26	
				User Note: Excavation of earth for new RCP.	
23	31 23 23 33-0002		CY	Flowable Cement Backfill for Trenches	\$9,628.18
				QuantityUnit PriceFactorTotal	
				Installation33.30 x\$227.45 x1.2712 = \$9,628.18	
				User Note: Discount added if completed with the main culvert replacement.	
				Additional Flow Fill prior to installation of asphalt per TOE standards under roads and sidewalks .	
24	31 23 23 33-0002	0081	CY	For >20 To 50, Add	-\$2,278.54
				QuantityUnit PriceFactorTotal	
				Installation-35.55 x\$50.42 x1.2712 = -\$2,278.54	
				User Note: Discount if completed with the main culvert replacement.	
25	31 24 13 00-0010		CSF	Scarify Soil For Roadways, Parking Areas, Landscaping And Embankments By Machine	\$129.34
				QuantityUnit PriceFactorTotal	
				Installation25.00 x\$4.07 x1.2712 = \$129.34	
				User Note: Additional scarify road area prior to asphalt, culvert embankments, prior to new concrete.	
26	31 24 13 00-0010	0035	CSF	For >20 To 50, Add	\$36.31
				QuantityUnit PriceFactorTotal	
				Installation28.00 x\$1.02 x1.2712 = \$36.31	
				User Note:	

Contractor's Price Proposal Details - CSI Continues..

Work Order Number: 25-TOE-0004.01  
 Work Order Title: Kenosha Farms Culverts - supplemental

CSI Number	Mod	UOM	Description	Line Total
Subtotal for 31 - Earthwork:				24,745.27
32 - Exterior Improvements				
27	32 01 17 63-0023	TON	Asphalt Placement For Small Repair Areas, Hot Mix ModifiedFor each ton over 3 to 100 tons. For small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.	-\$3,769.51
			<div> <div>Installation</div> <div>Quantity</div> <div>-18.00</div> <div>x</div> <div>Unit Price</div> <div>\$164.74</div> <div>x</div> <div>Factor</div> <div>1.2712</div> <div>=</div> <div>Total</div> <div>-\$3,769.51</div> </div>	
			User Note: Discount if completed with the main culvert replacement. Additional Asphalt for final lift of 2 inches each per the Town provided specifications.	
28	32 12 13 19-0003	SY	Surface Prime Coat, 0.30 Gallon/SY	\$68.15
			<div> <div>Installation</div> <div>Quantity</div> <div>33.30</div> <div>x</div> <div>Unit Price</div> <div>\$1.61</div> <div>x</div> <div>Factor</div> <div>1.2712</div> <div>=</div> <div>Total</div> <div>\$68.15</div> </div>	
			User Note: Additional tackifier application for asphalt repairs.	
29	32 12 16 13-0013	TON	Bituminous Hot Mix Surface Course 3,774 LB/CYIncludes placement, rolling, finishing and sweeping. Used for applications not described elsewhere in this section.	\$6,517.01
			<div> <div>Installation</div> <div>Quantity</div> <div>54.40</div> <div>x</div> <div>Unit Price</div> <div>\$94.24</div> <div>x</div> <div>Factor</div> <div>1.2712</div> <div>=</div> <div>Total</div> <div>\$6,517.01</div> </div>	
			User Note: Base coarse of asphalt 3 lifts of 2" each.	
30	32 12 16 13-0016	SY	2" Thick Bituminous Hot Mix Surface CourseIncludes placement, rolling, finishing and sweeping.	\$2,751.51
			<div> <div>Installation</div> <div>Quantity</div> <div>222.00</div> <div>x</div> <div>Unit Price</div> <div>\$9.75</div> <div>x</div> <div>Factor</div> <div>1.2712</div> <div>=</div> <div>Total</div> <div>\$2,751.51</div> </div>	
			User Note: New asphalt for roadway top finish.	
31	32 12 16 13-0016	0424 SY	For Up To 500, Add	\$741.67
			<div> <div>Installation</div> <div>Quantity</div> <div>408.00</div> <div>x</div> <div>Unit Price</div> <div>\$1.43</div> <div>x</div> <div>Factor</div> <div>1.2712</div> <div>=</div> <div>Total</div> <div>\$741.67</div> </div>	
			User Note:	
32	32 15 40 00-0002	CY	Gravel Surfacing And Spreading	\$1,798.49
			<div> <div>Installation</div> <div>Quantity</div> <div>20.00</div> <div>x</div> <div>Unit Price</div> <div>\$70.74</div> <div>x</div> <div>Factor</div> <div>1.2712</div> <div>=</div> <div>Total</div> <div>\$1,798.49</div> </div>	
			User Note: Gravel/aggregate spreading and compaction.	
33	32 16 13 13-0006	LF	6" x 24" Cast In Place Concrete Gutter With 6" Curb And Face - Straight	\$2,883.23
			<div> <div>Installation</div> <div>Quantity</div> <div>82.00</div> <div>x</div> <div>Unit Price</div> <div>\$27.66</div> <div>x</div> <div>Factor</div> <div>1.2712</div> <div>=</div> <div>Total</div> <div>\$2,883.23</div> </div>	
			User Note: Additional new Curb and gutter for sidewalks on one side of street 82 linear ft.	
34	32 16 13 13-0006	0081 LF	For >50 To 100, Add	\$369.28
			<div> <div>Installation</div> <div>Quantity</div> <div>70.00</div> <div>x</div> <div>Unit Price</div> <div>\$4.15</div> <div>x</div> <div>Factor</div> <div>1.2712</div> <div>=</div> <div>Total</div> <div>\$369.28</div> </div>	
			User Note:	
35	32 16 23 00-0004	SF	6" Cast In Place Concrete Sidewalk	\$4,715.34
			<div> <div>Installation</div> <div>Quantity</div> <div>466.00</div> <div>x</div> <div>Unit Price</div> <div>\$7.96</div> <div>x</div> <div>Factor</div> <div>1.2712</div> <div>=</div> <div>Total</div> <div>\$4,715.34</div> </div>	
			User Note: Additional sidewalks on one side of street 600sq. ft (100ft x 6ft wide)	
36	32 16 23 00-0004	0097 SF	For >100 To 500, Add	\$347.04
			<div> <div>Installation</div> <div>Quantity</div> <div>350.00</div> <div>x</div> <div>Unit Price</div> <div>\$0.78</div> <div>x</div> <div>Factor</div> <div>1.2712</div> <div>=</div> <div>Total</div> <div>\$347.04</div> </div>	
			User Note:	

Contractor's Price Proposal Details - CSI Continues..

Work Order Number: 25-TOE-0004.01  
 Work Order Title: Kenosha Farms Culverts - supplemental

	CSI Number	Mod	UOM	Description	Line Total
32 - Exterior Improvements					
37	32 92 23 00-0016		MSF	>1,000 To 4,000 SF, Kentucky Blue Grass Sod, Installed On Sloped (>1:6) Ground With Stakes	\$2,887.44
				Quantity Unit Price Factor Total	
				Installation 2.12 x \$1,069.41 x 1.2712 = \$2,887.44	
				User Note: Additional sod replacement/repair. 2,124 sq ft. (186 perimiter ft.)	
Subtotal for 32 - Exterior Improvements:					19,309.65
33 - Utilities					
38	33 05 84 00-0046		EA	Seal Gap Between Pipe And Structure With Brick And Grout	\$436.12
				Quantity Unit Price Factor Total	
				Installation 2.00 x \$171.54 x 1.2712 = \$436.12	
				User Note: Grouting with concrete around flared RCP ends x2.	
39	33 42 11 00-0005		LF	18" Diameter Class 3 Reinforced Concrete Pipe Without Gaskets	\$6,022.56
				Quantity Unit Price Factor Total	
				Installation 73.00 x \$53.54 x 1.2712 = \$4,968.38	
				Demolition 73.00 x \$11.36 x 1.2712 = \$1,054.18	
				User Note: Class 4 RCP pipe 18" 73 linear ft.	
40	33 42 11 00-0005	0005	LF	For Class 4, Add	\$333.00
				Quantity Unit Price Factor Total	
				Installation 74.00 x \$3.54 x 1.2712 = \$333.00	
				User Note:	
41	33 42 11 00-0009		LF	30" Diameter Class 3 Reinforced Concrete Pipe Without Gaskets	\$10,926.22
				Quantity Unit Price Factor Total	
				Installation 64.00 x \$110.00 x 1.2712 = \$8,949.25	
				Demolition 64.00 x \$24.30 x 1.2712 = \$1,976.97	
				User Note: Class 4 RCP pipe 30" 64 linear ft.	
42	33 42 11 00-0009	0005	LF	For Class 4, Add	\$578.45
				Quantity Unit Price Factor Total	
				Installation 64.00 x \$7.11 x 1.2712 = \$578.45	
				User Note:	
43	33 42 11 00-0046		EA	18" Diameter Concrete Pipe Joint Gasket	\$21.41
				Quantity Unit Price Factor Total	
				Installation 2.00 x \$8.42 x 1.2712 = \$21.41	
				User Note: RCP pipe connection gaskets for 18" pipe x2.	
44	33 42 11 00-0050		EA	30" Diameter Concrete Pipe Joint Gasket	\$37.09
				Quantity Unit Price Factor Total	
				Installation 2.00 x \$14.59 x 1.2712 = \$37.09	
				User Note: RCP pipe connection gaskets for 30" pipe x2.	
45	33 42 26 23-0005		EA	18" Diameter Pipe, Precast Concrete End Section	\$2,027.84
				Quantity Unit Price Factor Total	
				Installation 1.00 x \$878.18 x 1.2712 = \$1,116.34	
				Demolition 8.00 x \$89.63 x 1.2712 = \$911.50	
				User Note: Flare end section for 18" pipe x1.	
46	33 42 26 23-0009		EA	30" Diameter Pipe, Precast Concrete End Section	\$2,064.48
				Quantity Unit Price Factor Total	
				Installation 1.00 x \$1,624.04 x 1.2712 = \$2,064.48	
				User Note: Flare end section for 30" pipe x1.	



June 10, 2025

**Town of Erie**

Nonaham Culvert RR  
1241 Nonaham Lane  
Erie, CO 80601

**Summary of Scope**

This Scope of Work includes the earthwork and wet utility services associated with the Town of Erie–Nonaham Culvert Replacement project based on general specifications provided by Town of Erie and observations made by contractor at site visit completed on 4/29/2025.

**Detailed Scope of Work**

This scope of work outlines supplemental activities added to the original contract to address additional drainage infrastructure needs identified during the project. The supplemental scope includes the removal and installation of three (3) additional culverts, 1-18" and 2-30", along with related infrastructure improvements, to support long-term stormwater management for the Town of Erie and the surrounding neighborhood.

**Demolition**

- Saw cut existing asphalt.
- Remove asphalt and expose aggregates.
- Excavate and expose the existing failed 30" RCP pipe and flared ends (x2 runs).
- Excavate and expose the existing failed 18" RCP pipe and flared ends (x1 runs).
- Remove culverts.
- Remove all aggregates around the existing RCP pipe.
- Saw cut and remove sidewalks and gutters in line with RCP path.

**Construction**

- Provide new aggregates (squeegee) around the new RCP pipe for bedding.
- Provide and install two new 30" RCP pipe runs culvert to culvert.
- Provide and install two new 18" RCP pipe run culvert.
- Provide and install two new 6' curb inlets.
- Provide and install two new 30" flared end sections on each side of the culvert.
- Provide and install one new 18" flared end sections on one side of the culvert.
- Install new compaction aggregate on top of the pipe.
- Furnish and install new rip rap as needed.
- Furnish and install new walks and gutters in work path , dowel and epoxy to tie into existing.
- Furnish and install native seeding per town spec in disturbed areas.
- Irrigation repair as needed.
- Furnish and install new sod for finished grass areas that are not native seeded.

**Exclusions**

- Replacement or repairs to concrete drain pan in HOA area/s.

JOC Construction, LLC  
Georgia/ Arizona/ Colorado/ North Carolina/ South Carolina/ Tennessee/ Florida

[www.joc-construction.com](http://www.joc-construction.com)

June 10, 2025

- Repairs to areas outside of culvert scope work area.

### **Details that apply to all work**

1. This proposal is based on normally expected conditions as observed upon site visit.
2. Contractor shall utilize the latest issue of the SOURCEWELL Specifications for all work.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site.
5. Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to beginning work.
6. All salvageable materials remain the property of the Owner.
7. Contractor shall coordinate inspections as required / if required.
8. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including wood, plastic, paper or other means for sealing / protecting furniture, sidewalks, doors or windows, etc.
9. Contractor shall be responsible for daily job site clean-up and will make provisions for disposing of all of his trade's debris. There shall not at any time be any material or debris left on site that could endanger the public.
10. Contractor shall be responsible for 48 hours advanced notice to coordinate Utility Interruptions.

### **Submittals**

- Concrete Mix Tickets.
- Concrete Product Data.
- Compaction Reports.
- RCP (reinforced concrete pipe) Product Data.
- Aggregate Product Data.
- Tree Product Data.
- Native Seeding Mix Design.
- Traffic Control.
- Rip Rap Product Data.

### **Schedule**

1. The total estimated duration to complete this project including an allotment for administrative time, submittal processing, inspection time, punch list remediation, and closeout time will be **60 Days** from the time JOC Construction receives purchase order from client, however, should there be any circumstances that impede progress that are out of the control of JOC Construction Inc. a time extension equal to documented days lost will be issued.



June 10, 2025



### Owners Responsibilities

1. Provide access to job site and prompt response to RFI and submittal information submitted by contractor.
2. Provide reimbursement for any fees associated with tapping/beginning service for utilities and permitting as necessary.

### Closeout

1. Contractor must remove all excess materials, debris, tools and equipment from the site.
2. Owner shall be provided 1 Electronic Copy of the Operations and Maintenance manual for the project with retainage billing.
3. Owner will be provided a 1 year warranty from Contractor on furnished material and workmanship.

### Clarifications

1. At the time of the issuance of a purchase order, it is understood that permits are required. If the contractor will be responsible for obtaining applicable permits for the above mentioned work, then Owner will be responsible for reimbursement of any fees that may be charged to contractor associated with permitting as well as any and all fees and expenses (i.e. permit fees, professional design and engineering fees as outlined in the Construction Task Catalog) incurred as described in the EZIQC master document.
2. Prevailing wages have **NOT** been included in this proposal.
3. This proposal is based on Normal Working Hours as defined by Monday through Friday, 7AM to 5PM MT.
4. Hazardous Material Removal or handling has not been included in this proposal.
5. Any reference to match existing shall describe closest match available. Due to aging of materials, discontinued items, and minor batch color discrepancies from manufacturers, it is not always possible to find an exact match for existing materials.
6. All concrete shall be standard 3000psi.
7. All UG conduit shall be Schedule 80 PVC.
8. All above ground conduit shall be EMT.
9. Proposal based on 2500 psi existing soil compaction.
10. Proposal based on existing water supply having adequate pressure to service needs of this project. No additional devices have been included to accommodate pressure issues.

## Certificate Of Completion

Envelope Id: C2A0F7FE-D71F-438D-B015-672E5301D1B2  
 Subject: Complete with Docusign: Kenosha Farms Culvert Amendment.pdf  
 Source Envelope:  
 Document Pages: 14  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Kris McDaniel  
 645 Holbrook Street  
 P.O. Box 750  
 Erie, CO 80516  
 krismc@erieco.gov  
 IP Address: 50.206.104.130

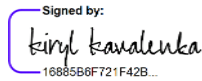
## Record Tracking

Status: Original  
 8/7/2025 2:42:13 PM  
 Holder: Kris McDaniel  
 krismc@erieco.gov  
 Location: DocuSign

## Signer Events

Kiryl Kavalenka  
 k@joc-construction.com  
 Security Level: Email, Account Authentication  
 (None)

## Signature

Signed by:  
  
 16885B6F721F42B...

Signature Adoption: Pre-selected Style  
 Using IP Address: 75.70.249.75

## Timestamp

Sent: 8/7/2025 2:43:23 PM  
 Viewed: 8/7/2025 3:55:45 PM  
 Signed: 8/7/2025 3:56:19 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/7/2025 3:55:45 PM  
 ID: 316c6fa9-d3a3-40e7-97ec-71501cac35bd

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	8/7/2025 2:43:23 PM
Certified Delivered	Security Checked	8/7/2025 3:55:45 PM
Signing Complete	Security Checked	8/7/2025 3:56:19 PM
Completed	Security Checked	8/7/2025 3:56:19 PM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Town of Erie:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@erieco.gov](mailto:docusign@erieco.gov)

### **To advise Town of Erie of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@erieco.gov](mailto:docusign@erieco.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Town of Erie**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [townclerk@erieco.gov](mailto:townclerk@erieco.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Town of Erie**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@erieco.gov](mailto:docusign@erieco.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-437, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with JOC Construction for the Construction of the Erie Makerspace

**DEPARTMENT:** Parks & Recreation  
Economic Development

**PRESENTER(S):** Luke Bolinger, Director of Parks & Recreation  
Stephanie Pitts-Nagus, Economic Development Manager

**TIME ESTIMATE:** 10

*For time estimate: please put 0 for Consent items.*

**FISCAL SUMMARY:**

Cost as Recommended:	\$1,096,421.04
Balance Available:	\$1,188,460.00
Fund	General Fund
Line Item Number:	110-22-910-605000-100900
New Appropriation Required:	No

**POLICY ISSUES:**

This is a budgeted capital project and thus has minimal policy implications.

**STAFF RECOMMENDATION:**

Approve the construction contract with JOC Construction.

**SUMMARY/KEY POINTS**

- This project requires Council approval to move forward with construction.
- Construction of the Erie Makerspace realizes a vision the Town has had since 2021 for a makerspace.
- The Erie Makerspace will provide a base of operations for CO-Create Erie Makerspace, a 501 (c)(3) non-profit that will operate the makerspace in partnership with the Town.

**BACKGROUND OF SUBJECT MATTER:**

In April 2021, the Town of Erie secured a \$25,000 Economic Development Administration grant to support a Makerspace Feasibility Study. Consultants conducted stakeholder meetings, site visits, and internal discussions, ultimately recommending the non-historic Quonset Hut on the southwest corner of Schofield as the ideal location for the Erie Makerspace. This site aligns with the community's vision for a space that hosts classes, events, and hands-on learning opportunities.

In 2023, the Town hired Form+Works Design Group to complete construction documents for the Quonset Hut. Town staff and CO-Create members collaborated on the design to ensure it aligns with CO-Create's goals. The facility includes two distinct sides: one for clean fabrication and technology-based projects, such as 3-D printing, laser cutting, and electronics, and another for tactile maker activities like woodworking, painting, and clay modeling.

The makerspace will operate as a membership-based, community-run facility focused on access, education, and collaboration. The non-profit behind the project will build a dedicated membership base through a monthly or annual dues model, which will sustain operations and define a core user community. Members will also lead workshops and classes to expand public access to tools and knowledge.

Following contract execution, staff will issue a Notice to Proceed (NTP) to JOC Construction, which will begin construction alongside the broader Schofield Phase II, Package A improvements that includes necessary infrastructure and parking. The Parks & Recreation Department selected JOC Construction LLC, an approved vendor through the Gordian Job-Order Contracting cooperative platform for labor and materials. The Town has participated in this cooperative since 2022, leveraging it to streamline procurement and secure competitively bid services for projects.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☒ Attractive Community Amenities
- ☒ Engaged and Diverse Community
- ☒ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☒ Small Town Feel
- ☐ Safe and Healthy Community
- ☐ Effective Governance
- ☐ Environmentally Sustainable
- ☒ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution 25-136
2. Construction Contract

**Town of Erie  
Resolution No. 25-136**

**A Resolution of the Town Council of the Town of Erie Approving a  
Construction Contract with JOC Construction for the Construction  
of the Erie Makerspace**

**Whereas**, the Town Council finds it in the best interest of the public health, safety and welfare to approve the Construction Contract with JOC Construction, LLC for the construction of the Erie Makerspace.

**Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:**

**Section 1.** The Town Council hereby approves the Construction Contract with JOC Construction, LLC in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Construction Contract on behalf of the Town.

**Adopted this 12<sup>th</sup> day of August, 2025.**

\_\_\_\_\_  
Andrew J. Moore, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



## **Construction Contract**

### **(Schofield Farm Quonset Hut Rehabilitation – Makerspace Project PR-25-11)**

This Construction Contract (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and JOC Construction, LLC ("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **I. Scope of Work**

A. This Contract is being entered into pursuant to the terms and conditions of the Construction Contract between the Town and Contractor (PR-22-10-01) dated October 25, 2022 and any amendments thereto ("Master Contract").

B. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, in accordance with the Contract Documents. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

C. Contractor shall complete the entirety of the Scope of Work within 180 days of the Town's issuance of a Notice to Proceed ("Contract Time"), unless the time within which Contractor is required to complete the Scope of Work is extended in accordance with the Contract Documents.

D. The Contract Documents applicable to this Project includes those identified in Section 1.01 of the General Provisions. Any conflicts or inconsistencies between or among the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions.

#### **II. Term and Termination**

This Contract shall commence on the Effective Date, and shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction and accepted by the Town, unless earlier terminated by the Town in accordance with Part 4 of the General Provisions, whichever occurs first; provided that Contractor's indemnification and warranty obligations to the Town under this Contract shall survive termination.

#### **III. Compensation**

Upon Final Acceptance by the Town of the work set forth in the Scope of Work and subject to the terms and conditions of the Contract Documents, the Town shall pay Contractor an amount not to exceed \$1,096,421.04 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

#### **IV. Ownership**

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

#### **V. Keep Jobs in Colorado Act**

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* occupational qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that they have resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

#### **VI. Miscellaneous**

A. *Governing Law and Venue.* This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligations of this Contract.

C. *Integration.* This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Contract.

E. *Notice.* Any notice under this Contract shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Contract.

F. *Severability.* If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Contract may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

L. *Bonds.* Within 10 days of the Effective Date, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents. A payment and performance bond is not required for contract amounts under \$50,000 unless indicated differently in the Contract Documents.

M. *Accessibility.* Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology

pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

N. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

In Witness Whereof, the Parties have executed this Contract as of the Effective Date.

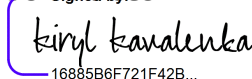
**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

  
\_\_\_\_\_  
16885B6F721F42B...

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of JOC Construction, LLC.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

## **Exhibit A Scope of Work**

This Scope of Work includes renovation of existing Quonset Hut into a makerspace based on general specifications provided by the Town and observations made by Contractor at site visit completed on February 7, 2025.

### **Detailed Scope of Work**

The Schofield Farm Quonset Hut Rehabilitation project is a full-scale interior and exterior transformation of an existing arched steel structure into a modern, code-compliant facility suitable for multi-functional use. This work includes architectural upgrades, structural reinforcements, complete mechanical, electrical, and plumbing system overhauls, and substantial interior reconfiguration to support new programmatic needs. The renovation will incorporate accessibility enhancements such as ADA-compliant entrances and restrooms, energy-efficient systems including spray foam insulation and LED lighting, and durable interior finishes designed for long-term performance. A new storefront entry system on both ends of the hut, regraded site access, polished concrete flooring, and specialty lighting features are also included to elevate the building's functionality and user experience.

This project represents a collaborative effort to preserve the original structure while modernizing it to meet current building standards, improve energy efficiency, and accommodate future tenant needs with flexibility and compliance.

### **General Requirements**

- A. Coordinate all work across disciplines including architectural, structural, MEP, and civil.
- B. Maintain safety and protection of adjacent buildings, occupants, and property throughout construction.
- C. Ensure full compliance with 2021 IBC, ADA 2010 standards, and any locally adopted jurisdictional codes.
- D. All materials to be installed per manufacturer's approved submittals, with proper handling, storage, and sequencing.

### **Existing Conditions / Demolition Interior Slab Demolition**

- A. Demolish designated slab areas using saw-cutting techniques to access and install underground mechanical/electrical systems.
- B. Implement dust containment strategies including plastic barriers and negative air filtration.
- C. Excavation for utilities.
- D. Perform trenching to required depths for new plumbing, gas, electrical, and HVAC

pipng.

- E. Use approved bedding material (e.g., sand or crushed gravel) under utility lines; restore compacted subgrade to 95% proctor.

### **Wall Panel and Storefront Prep**

- A. Selectively cut and remove corrugated metal siding to create rough openings for new windows and doors.
- B. Provide temporary bracing and reinforce wall openings with structural steel or engineered headers.

### **Sliding Door and Front Slab Demo**

- A. Remove existing overhead or sliding doors for retrofit; retain operable components where reusable.

### **MEP Wall Penetrations**

- A. Core drill and cut penetrations in walls, structural ribs, and bulkheads as required for conduit, piping, and ductwork.
- B. Protect existing structure from water intrusion during installation; provide temporary caps or weather-sealing.

### **Concrete**

- A. Restore damaged slab areas with structural patch mortar or rapid-set concrete.
- B. Pour new self-leveling underlayment (Min. 4000 PSI) with integral hardener; control flow to ensure even finish.
- C. Set HVAC and equipment pads on compacted subbase with steel-trowel finish and anchor bolts where applicable.

### **Masonry**

- A. Not applicable for this project.

### **Metals**

- A. Retrofit metal sliding doors with new track systems and reinforcements; align with existing structure.
- B. Fabricate galvanized steel frames for storefront openings; ensure alignment and bracing to withstand wind loads.
- C. Cold-rolled steel coves to be anchored to framing for task lighting channels.
- D. Dormer frames to be constructed of pre-finished steel with welded seams, bolted attachments, and weatherproof details.

### **Wood, Plastics, and Composites**

- A. Interior partitions framed with SPF 2x4s, anchored to slab with powder-actuated fasteners.

- B. Ceiling framing supported by primary structure; include all necessary hangers and lateral bracing.
- C. Wall blocking installed at 42" AFF minimum for grab bars, cabinetry, and accessories.

### **Thermal and Moisture Protection**

- A. Closed-cell spray foam insulation (R-38 minimum at roof); apply in lifts as per manufacturer guidelines.
- B. Flashing details to include pre-formed corners and counterflashing at all penetrations.
- C. Siding WRB to meet ICC-ES criteria for water resistance and vapor permeability.

### **Openings**

- A. Storefront aluminum framing to include 1" clear insulated glazing with low-E coating; NFRC-rated performance.
- B. Doors to be reinforced aluminum or hollow metal with 10" bottom rail, ADA lever handles, and thresholds.
- C. Operable windows to include screens and weep systems; provide insect-resistant mesh and rated locks.
- D. Interior doors to include smoke seals, kickplates, and automatic closers where required by code.

### **Finishes**

- A. Fire-rated drywall installed with type X screws and taped joints; provide corner bead and accessories.
- B. Ceiling gypsum board to be installed perpendicular to framing; Level 4 finish to minimize visible seams.
- C. Wood veneer wall panels to include reveal trims and backing; minimum 3/4" MDF substrate.
- D. Exposed concrete flooring to be mechanically polished to 800 grit and sealed with silicate densifier.
- E. Use Sherwin-Williams ProMar 200 or equal low-VOC paints, multiple colors based on finish schedule.

### **Specialties**

- A. Furnish and install grab bars, toilet partitions, paper dispensers, soap dispensers, and mirrors with ADA mounting heights.
- B. Shades to be manually operated roller-style with fabric rated for fade and flame resistance.
- C. Access panels to be factory-primed, lockable, and installed flush with gypsum

board face.

## **Equipment**

- A. Cord reels to be 15-amp retractable units with steel casing and locking position; mount within 2' of lighting rows.
- B. Confirm layout with field dimensions and coordination drawings.

## **Furnishings**

- A. Not in scope.

## **Special Construction**

- A. Dormer to be installed per architectural elevations; include waterproof membrane under sheathing.
- B. Mock-up to include full framing, glazing, flashing, and metal cladding for review.

## **Fire Suppression**

- A. Not included in scope.

## **Plumbing**

- A. Piping to include Schedule 40 PVC (underground), Type L copper (above grade), or PEX (where approved).
- B. All fixtures to be WaterSense certified; sensor-operated flush valves and faucets.
- C. Install cleanouts at transitions and accessible locations; pressure test before concealment.

## **HVAC**

- A. HVAC unit to be high-efficiency split or RTU, complete with curb, vibration isolation, and economizer.
- B. Provide all ductwork, grilles, diffusers, dampers, and insulation per SMACNA standards.
- C. Test and balance to verify airflow and temperature settings meet design intent.

## **Electrical**

- A. New panels, branch circuits, receptacles (20A min), and light switches with stainless steel or white trim plates.
- B. Lighting to meet IECC 2021 standards; fixtures controlled by wall switches, motion sensors, and daylight sensors.
- C. Provide dedicated circuits for mechanical, door operators, and GFCI-protected exterior outlets.

## **Electronic Safety and Security**

- A. Operator buttons to be weatherproof, ADA-compliant, and coordinated with low-



voltage controls.

- B. Route all control wiring in EMT or plenum-rated cable with labeled junction boxes.

### **Earthwork**

- A. Strip and stockpile topsoil; excavate to depth for utilities, with shoring as required.
- B. Use native soil for backfill unless otherwise noted; compact in 6" lifts to meet structural requirements.

### **Exterior Improvements**

- A. Not in scope.

### **Utilities**

- A. Not in scope.

### **Details that apply to all work**

- A. This proposal is based on normally expected conditions as observed upon site visit.
- B. Contractor shall utilize the latest issue of the SOURCEWELL Specifications for all work.
- C. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for Contractor. Contractor is responsible for field verification of all measurements and quantities.
- D. Contractor shall verify all new and existing conditions and dimensions at job site.
- E. Parking will be made available for Contractor by the Town and Contractor shall coordinate all parking with the Town prior to beginning work.
- F. All salvageable materials remain the property of the Town.
- G. Contractor shall coordinate inspections as required / if required.
- H. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until Final Acceptance. The methods of protection including wood, plastic, paper or other means for sealing / protecting furniture, sidewalks, doors or windows, etc.
- I. Contractor shall be responsible for daily job site clean-up and will make provisions for disposing of all of Contractor's and Contractor's subcontractors' or trades' debris. There shall not at any time be any material or debris left on site that could endanger the public.
- J. Contractor shall be responsible for 48 hours advanced notice to coordinate Utility Interruptions.

### **Submittals**

- A. Concrete Specifications
- B. Paint Specifications

- C. Sealant Specifications
- D. Wall finishes Specifications
- E. Mechanical Specifications
- F. Lighting Fixtures
- G. Plumbing Fixtures

### **Schedule**

- A. The total estimated duration to complete this project including an allotment for administrative time, submittal processing, inspection time, punch list remediation, and closeout time will be **180 Days** from the Effective Date.

### **The Town's Responsibilities**

- A. Provide access to job site and prompt response to RFI and submittal information submitted by Contractor.
- B. Provide reimbursement for any fees associated with tapping/beginning service for utilities and permitting as necessary.

### **Closeout**

- A. Contractor must remove all excess materials, debris, tools and equipment from the site.
- B. Contractor shall provide the Town with 1 Electronic Copy of the Operations and Maintenance manual for the Project with retainage billing.
- C. Contractor shall provide the Town with a 2 year warranty on furnished material and workmanship, in accordance with the Contract Documents.

## **General Provisions**

### **Part 1. Definitions**

#### **1.01 Contract Documents:**

- A. Construction Contract;
- B. General Provisions
- C. Special Provisions;
- D. Town of Erie Standard Specifications for the Design and Construction of Public Improvements;
- E. Construction Task Catalog®;
- F. Technical Specifications (Gordian);
- G. Construction Drawings (if applicable);
- H. Certificate of Insurance Verification;
- I. Notice of Award;
- J. Documentation submitted by Contractor prior to Notice of Award; and

#### **Documents Submitted with Each Job Order:**

- A. Notice to Proceed;
- B. Payment and Performance Bond;
- C. Certificate of Final Payment; and
- D. Final Acceptance Form.

#### **1.02 Contract Amendment:**

A written order issued by the Town after execution of the Contract authorizing a revision to the Contract as a whole.

#### **1.03 Town:**

The Town of Erie, Colorado.

#### **1.04 Contract:**

The entire written agreement covering the performance of the Work described in the Contract Documents.

#### **1.05 Contract Price:**

The amount set forth in Section III of the Construction Contract.

#### **1.06 Contract Time:**

The time for completion of the Work as set forth in Section I.C of the Construction Contract.

**1.07 Day:**

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

**1.08 Final Completion:**

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

**1.09 Project Manager:**

The Town's duly authorized representative in connection with the Work.

**1.10 Subcontractor:**

Any person, firm or corporation with a direct contract with Contractor who acts for or on behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

**1.11 Substantial Completion:**

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

**1.12 Work:**

All the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

**Part 2. Time****2.01 Time of the Essence:**

All times stated in the Contract Documents are of the essence.

**2.02 Final Acceptance:**

Upon Final Completion, the Project Manager will issue final acceptance.

**2.03 Changes in the Work:**

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Job Order Price and the Job Order Completion Time. All changes shall be authorized by a written Supplemental Job Order signed by the Project Manager. The Supplemental Job Order shall include appropriate changes in the Job Order Proposal and the Job Order Completion Time. The Work shall be changed and the Job Order Price and Job Order Completion Time modified only as set forth in the written Supplemental Job Order. Any adjustment in the Job Order Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Supplemental Job Order is commenced. If a Supplemental Job Order results in an increase

in the Job Order Price, approval of the Erie Town Council shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Supplemental Job Order has been performed.

**2.04 Delays:**

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time. "Weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar day varies from the average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

Monthly Anticipated Adverse Weather Days											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	4	4	4	6	3	4	2	3	3	2	5

*By reason of example only*, if in March there are 2 days when the snowfall exceeds the average snowfall for that day by 100%, those 2 days will have experienced an adverse weather condition. However, there will have been no unanticipated adverse weather condition in March, because there are four anticipated adverse weather days in March, which should be accounted for in the schedule. If, however, there are 5 days in which the snowfall exceeds the average snowfall by 100%, an unanticipated adverse weather condition will have occurred, and Contractor shall be entitled to request an extension of Job Order Completion Time.

B. Any request for extension of the Job Order Completion Time shall be made in writing to the Project Manager not more than 7 days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work and should be contained in a Supplemental Job Order.

C. Contractor shall not be entitled to any increase in the Job Order Price, or to damages, or to additional compensation as a consequence of any such delays.

**2.05 No Damages for Delay:**

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price or any Price associated with an individual Job Order to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

### **Part 3. Contractor's Responsibilities**

#### **3.01 Completion/Supervision of Work:**

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

#### **3.02 Duty to Inspect:**

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

#### **3.03 Furnishing of Labor and Materials:**

- A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.
- B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.
- C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*

#### **3.04 Employees and Safety:**

- A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

### **3.05 Cleanup:**

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish. Contractor shall remove all waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon completion of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks. Contractor shall also conduct such general cleanup operations on adjacent properties disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

### **3.06 Payment of Royalties and License Fees:**

Contractor shall pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

### **3.07 Taxes, Licenses and Permits:**

Contractor shall pay all taxes imposed by law in connection with the Work and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a Town tax-exempt number for exemption from the Town's sales tax.

### **3.08 Samples and Shop Drawings:**

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents.

### **3.09 Compliance with Laws and Regulations:**

Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use,

generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

### **3.10 Subcontractors:**

- A. Contractor shall furnish to the Project Manager at the time each Job Order Proposal is submitted, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.
- B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.
- C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents and shall incorporate the relevant provisions of the Contract Documents.

### **3.11 Corrective Work:**

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform, within the time period approved by the Project Manager. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

### **3.12 Other Contracts:**

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the work site necessary to perform their contracts.

### **3.13 Communication:**

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.



## **Part 4. Termination**

### **4.01 Labor Disputes:**

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving 48 hours' written notice of its intent to do so.

### **4.02 Default:**

The Town may terminate this Contract upon 30 days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies lawfully available to the Town including without limitation an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

## **Part 5. Warranties**

### **5.01 Warranty of Fitness of Equipment and Materials:**

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

### **5.02 General Warranty:**

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of 2 years from the date of Final Acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

## **Part 6. Bonds, Insurance and Indemnification**

### **6.01 Indemnification:**

- A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from

and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **6.02 Notice of Claim:**

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

## **6.03 Insurance:**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and

other obligations assumed by Contractor pursuant to this Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Contract.

#### **6.04 Performance and Payment Bond:**

Contractor shall furnish a Payment and Performance Bond in the full amount of the Job Order Price on all Job Orders valued \$50,000 and above, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until 2 years after the date of Final Completion.

### **Part 7. Payment**

#### **7.01 Progress Payments:**

A. The Town shall make periodic progress payments to Contractor for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit

copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to 95% of the Work actually completed. Completed Work shall include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. For all other Job Orders, the Town may make partial, monthly payments based on the percentage of the work completed.

## **7.02 Final Payment:**

Upon Final Acceptance of the Work, the Town shall make final payment to Contractor pursuant to C.R.S. § 38-26-107.

## **7.03 Liquidated Damages:**

A. Because time is of the essence and delayed performance causes a compensable, yet difficult to precisely ascertain, damage to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in each Job Order Proposal, as modified through approved Supplemental Job Order(s), Contractor shall be assessed the following amounts which constitute a reasonable estimate of the actual damages such delay would cause the Town:

<b>Value of Job Order</b>	<b>Amount per day</b>
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Job Order Completion Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

#### **7.04 Oral Agreements Prohibited:**

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Erie Town Council. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Estimated Annual Value, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Erie Town Council.

#### **7.05 Items Not Included in Bid:**

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically accounted for by Contractor in their bid Adjustment Factor(s).

#### **7.06 Changes in Quantity:**

A. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

B. All other Changes in the Work shall be addressed by Section 8 of the Job Order Contract Special Conditions: Changes in the Work.

#### **7.07 Bid Price Adjustments:**

A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated in the original Job Order, the Price Proposal shall be modified by written Supplemental Job Order. Payment for major items shall be calculated by the terms of the Supplemental Job Order.

B. A "major spike" is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued. If a major spike occurs, Contractor may submit a request for a price modification to a Unit Price or individual Job Order. To initiate such a request, Contractor shall:

1. Identify the specific material that has experienced a major spike;
2. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike; and

3. Demonstrate that the spike exists by submitting at least 3 quotes on material supplier letterhead to show that the current price is a "major spike".

C. The Town, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.

D. The Town, at its option, may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.

## **7.08 Eliminated Items:**

Should any items contained in the Job Order Price Proposal be found unnecessary for completion of the Work, the items shall be eliminated. The Job Order Price shall be modified through written Supplemental Job Order, and the amount of the Supplemental Job Order shall be the eliminated quantity multiplied by the unit price stated in the Construction Task Catalog®, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

## **7.09 Materials Stored But Not Incorporated:**

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed 85% of the price shown in the Job Order or 100% of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

## **7.10 Cost Records:**

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

# **Part 8. Miscellaneous**

## **8.01 Publications:**

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include

articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

### **8.02 Confidentiality:**

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

### **8.03 Independent Contractor:**

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other benefits.

### **8.04 Conflicts:**

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Contract Modifications (later takes precedence over earlier).
2. Construction Contract.
3. Addenda.
4. Job Orders (including Detailed Scopes of Work, Job Order Proposals and any Supplemental Job Orders).
5. Job Order Contract Special Conditions.
6. Request for Bids.
7. Special Provisions.
8. General Provisions.
9. Town Technical Specifications.
10. Standards and Specifications for Design and Construction of Public Improvements. \*Most recent iteration.
11. Construction Task Catalog®.
12. Gordian Technical Specifications.
13. Supplemental Specifications.
14. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

## **Special Provisions**

### 1. General.

A. All labor, services, material, and other work necessary for construction shall be provided by Contractor, including without limitation: managing the budget; scheduling and coordinating work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders, Supplemental Job Orders and notices of substantial completion.

B. Contractor shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

C. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

### 2. Other Regulations.

A. Contractor shall ensure that the Work is in compliance with the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and other applicable codes and specifications.

B. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

### 3. Representatives. Contractor shall have at the work site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work for conformance with the Contract Documents (Job Order(s)).

### 4. Work Administration. The Town shall administer the Work, including the finalization of all Job Orders, any Supplemental Job Orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

### 5. Engineer. The Engineer for this Work shall be the Town Engineer.



6. Inspections and Testing.

A. Contractor shall be responsible for performing materials testing. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

C. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Contractor shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each site visit.

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Construction Schedule.

A. At the time of the Pre-construction Conference (Joint Scope Meeting), Contractor shall prepare and submit to the Town for review a construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress at the end of each 2-week interval as directed by the Town and shall deliver to the Town 3 copies thereof on a biweekly basis.

B. Contractor shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

8. Saturday, Sunday, Holiday and Night Work.

A. The majority of work shall be performed during Normal Working hours as described in the Bid Schedule. Normal Working hours is work performed including the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except for Town

holidays. If Work is identified outside of those hours and days, it will be deemed as Other than Normal Working hours, which shall include the hours of 6:00 p.m. to 7:00 a.m., Monday through Friday and all day Saturday, Sunday and Town Holidays. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor and Town agree it is necessary to perform work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least 48 hours before such time. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective.

9. Progress Reports.

A. Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each 2-week period, or at such other times as the Project Manager may request. Contractor shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to withhold progress payments for the work if Contractor fails to update and submit the progress/manpower schedule and reports as specified.

10. Pre-construction Conference. See Section 5.4 of the Job Order Contract Special Conditions for Joint Scope Meeting Conference requirements.

11. Permit Fees. All fees for permits issued by the Town shall be waived.

12. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work and shall contact all utilities at least 48 hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and

Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

13. Water and Electricity. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.
14. Dust Control. Contractor shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Contractor for dust control. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within 24 hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.
15. Construction Staging Areas. All construction staging areas shall be located within the work site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.
16. Sanitary Facilities.
  - A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.
  - B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the work site.
  - C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.
  - D. Full compensation for compliance with this Section is included in the Job Order Price, and no additional compensation shall be provided.
17. Soils Investigations and Foundation Engineering. Contractor shall be responsible for all geotechnical investigations necessary to design and perform the Work.

18. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Contractor shall be responsible for the proper execution of the Work to such lines and grades.
19. Traffic Control.
  - A. Contractor shall furnish all necessary flag persons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices.
  - B. At the Pre-construction Conference, Contractor shall submit a traffic control plan for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular and pedestrian traffic through the work site.
  - C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.
  - D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.
  - E. No road shall be closed at any time.
  - F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.
  - G. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.
20. Archaeological and Historical Discoveries.
  - A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the work site. Upon making such a discovery, Contractor shall do whatever is necessary to avoid disturbing the work site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.
  - B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than 8 normal work

hours, Contractor shall prepare accounting information to support an adjustment to the Job Order Price.

21. Water Control.

A. Contractor shall take such precautions as necessary to construct the Work in a dry condition, and Contractor shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

22. Disposal Site.

A. Contractor shall be responsible for the removal of all excess excavation, debris, deleterious material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Job Order Price and shall not entitle Contractor to additional compensation. Contractor shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.

B. Contractor's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Job Order Price and shall not entitle Contractor to additional compensation.

23. Video Prior to Construction. Contractor shall provide the Town with a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor's own expense. One copy of the video shall be provided to the Town and become the property of the Town prior to the commencement of any Work.

24. Existing Improvements and Restoration.

A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

25. Erosion Control. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type,

location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area.

26. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price or Job Order Price shall not be increased to reimburse Contractor for such costs.

### **Job Order Contract (JOC) Special Conditions**

The following clarifications and modifications apply to the General, Supplemental and Special Provisions:

- a) When the term "Contract" is used to describe the Work associated with an individual project, the term "Contract" shall be replaced with "Job Order".
- b) When the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".
- c) When the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price".
- d) The Job Order Price shall set forth the fixed price, lump sum amount for which Contractor is paid to complete the Detailed Scope of Work. Unless specifically stated for a Job Order, estimated quantities, lists of materials and bid prices shall not apply, the descriptions as related to costs and payment shall not apply, and the payment sections within the individual sections shall not apply.
- e) All references to "Bid Items" shall be interpreted to mean Work tasks necessary to complete the Detailed Scope of Work.
- f) All references to "change order work", "extra work", "force account work", and any other descriptions to changes to the Detailed Scope of Work shall be interpreted to mean work described in a Detailed Scope of Work of a Supplemental Job Order.
- g) The Construction Task Catalog® shall govern the work included in the Unit Price of a Pre-Priced Task.

#### **1. Definitions**

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Bid Form, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work Contractor is obligated to complete for a particular Job Order.

- 1.6. **Estimated Annual Value** - An estimate of the value of Job Orders that could be issued to Contractor each year.
- 1.7. **Job Order** - A written order issued by the Town, such as a Purchase Order, requiring Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
- 1.8. **Job Order Completion Time** - The time within which Contractor must complete the Detailed Scope of Work.
- 1.9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount Contractor shall be paid for completing a Job Order.
- 1.10. **Job Order Price Proposal** - A price proposal prepared by Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.
- 1.12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13. **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.14. **Normal Working Hours** - Normal Working hours is work performed including the hours of 7:00 a.m. to 6:00 p.m., Monday-Friday, except for Town holidays.
- 1.15. **Notice to Proceed** - A written notice issued by the Town directing Contractor to proceed with construction activities to complete the Job Order.
- 1.16. **Option Term** - An additional period of time beyond the Contract Time which extends the termination date of the Contract.
- 1.17. **Other than Normal Working Hours**- Include the hours of 6:00 p.m. to 7:00 a.m., Monday-Friday and all day Saturday, Sunday and Town Holidays.
- 1.18. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- 1.19. **Project** - The collective improvements to be constructed by Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.20. **Request for Proposal** - A written request to Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.



- 1.21. **Secured Facilities** – Any facility deemed to be “Secured” by the Town will require, at a minimum, tool inventory and a series of check in procedures. For each facility, the Town Project Manager shall determine and communicate the access and egress requirements in each request for Job Order Proposal.
- 1.22. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.23. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

## **2. Contractor Selection**

- 2.1. Job Order Contracting: The Town may award an individual Job Order to any selected Contractor. Selection of Contractor and award of the Job Order will be in compliance with established Town procedures and based on one or more of the following criteria:
  - 2.1.1. Rotational selection among all contractors, unless otherwise determined by the Town.
  - 2.1.2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, and design management.
  - 2.1.3. Balancing Job Order volume among contractors.
  - 2.1.4. Price, as determined by the Adjustment Factors of contractors.
  - 2.1.5. Limitations posed by bonding capacity of the contractors.
  - 2.1.6. Other appropriate criteria as deemed in the best interest of the Town.

## **3. Contractor’s Personnel**

- 3.1. Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Town and shall have a cell phone at which they can be reached at all times.
- 3.2. Contractor shall have an office with the Town or within the County in which the work is being completed, or if the office is located in another location, offices will be approved at the Town’s discretion.
- 3.3. Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, Contractor shall identify the Superintendent responsible for that Job Order. The

Superintendent shall be reachable 24 hours a day, 7 days a week. If the named Superintendent is not available because of illness or vacation or the like, Contractor shall notify the Town of a substitute Superintendent. At all times, Contractor shall provide at least one Superintendent for every 4 Job Orders. Whenever, in the sole discretion of the Town, Contractor is not providing a sufficient level of supervision, the Town may direct Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the Town.

#### **4. Procedure for Ordering Work**

- 4.1. Conduct the Joint Scope Meeting
- 4.2. As the need exists, the Town will notify Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 4.3. Contractor does not have the right to refuse to perform any Project, Pre-priced Task, or Non Pre-priced Task.
- 4.4. Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 4.4.1. The work to be performed;
  - 4.4.2. Presence of hazardous materials;
  - 4.4.3. Job Order specific Insurance (if any);
  - 4.4.4. Required permits – including drawings for permits;
  - 4.4.5. Long lead time materials;
  - 4.4.6. Protocol for workers entering the site;
  - 4.4.7. Staging area and areas that are off-limits;
  - 4.4.8. Construction schedule and work hours – with critical milestones and phasing requirements;
  - 4.4.9. Controlled inspections, testing requirements;
  - 4.4.10. Value Engineering suggestions;
  - 4.4.11. Organization of Price Proposal – by location, by corner, etc.;
  - 4.4.12. Due Date for Detailed Scope of Work and for Price Proposal; and
  - 4.4.13. The Traffic Control Plan, if required
- 4.5. Upon completion of the joint scoping process, the Town will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs,

and specifications required to document accurately the work to be accomplished. Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Town will issue a Request for Proposal that will require Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both Contractor and the Town, will be the basis on which Contractor shall develop its Job Order Proposal and the Town will evaluate the same. Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

- 4.6. The Town may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if Contractor and the Town cannot agree on the quantities required, or for any other reason as determined by the Town. In all such cases, the Town shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 4.7. If Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, Contractor shall make such request quickly so that the Job Order Proposal can be submitted on time.

## **5. Preparation of a Job Order Proposal**

- 5.1. Contractor's Job Order Proposal shall include, at a minimum:
  - 5.1.1. Job Order Price Proposal;
  - 5.1.2. Support documentation for Non Pre-priced Tasks;
  - 5.1.3. Required drawings or sketches;
  - 5.1.4. List of anticipated Subcontractors including a MBE/WBE Certification;
  - 5.1.5. Construction schedule; and
  - 5.1.6. Other requested documents.
- 5.2. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 5.3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 5.4. Contractor shall prepare Job Order Price Proposals in accordance with the following:
  - 5.4.1. Pre-priced Task: Contractor shall select the appropriate Pre-priced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Pre-priced Task. Contractor shall use the Adjustment Factors in effect on the date the

Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.

- 5.4.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog®. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

**For Non Pre-priced Tasks Performed with Contractor's own forces:**

**A** = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

**B** = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity;

**C** = Lowest of three independent quotes for all materials.

**Total for Non Pre-priced Tasks performed with Contractor's own forces** = (A+B+C) x Non Pre-priced Task Adjustment Factor

**For Non Pre-priced Tasks Performed by subcontractors:**

If the Non Pre-priced Task will be subcontracted, Contractor must submit three independent quotes for the work.

**D** = Lowest of 3 subcontractor quotes. If 3 quotes are not attainable, Contractor may submit less than 3 with a letter of justification explaining the circumstances.

**Total for Non Pre-priced Tasks performed by subcontractors** = D x Non Pre-priced Task Adjustment Factor

- 5.4.3. Information submitted in support of Non Pre-priced Tasks shall include the following without limitation:

5.4.3.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

5.4.3.2. If Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, Contractor shall submit 3 independent quotes from subcontractors. Contractor shall not submit a quote or bid from any supplier or subcontractor that Contractor is not prepared to use. The Town may require additional quotes and bids if the suppliers or

subcontractors are not acceptable or if the prices are not reasonable. If 3 quotes or bids cannot be obtained, Contractor shall provide the reason in writing for the Town's approval.

- 5.4.3.3. After a Non Pre-priced Task has been approved by the Town, the Unit Price for such task will be established, following approval by the Town, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 5.4.3.4. The Town's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to Contractor.
- 5.5. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Town may permit Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred; provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
- 5.6. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
- 5.7. Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 5.8. Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between 7 and 14 days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

- 5.9. In immediate response situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, Contractor may be directed to begin work immediately with the paperwork to follow.
- 5.10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
- 5.11. By submitting a Job Order Proposal to the Town, Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Town.
- 5.12. If Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- 5.13. If Contractor is required to work in a secured facility or location where labor, materials, and equipment must be inspected, Contractor shall be permitted to add labor hours to the Job Order Price Proposal to account for lost time as a result of such inspection.

## **6. Review of the Job Order Proposal and Issuance of the Job Order**

- 6.1. The Town will evaluate the entire Job Order Price Proposal and compare these with the Town's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed. All incomplete Job Order Proposals will be rejected. The Town will review the Price Proposal to determine the accuracy of the Pre-priced Tasks, quantities, Adjustment Factors, and Non Pre-priced Tasks.
- 6.2. Contractor may choose the means and methods of construction; subject however, to the Town's right to reject any means and methods proposed by Contractor that:
  - 6.2.1. Will constitute or create a hazard to the work, or to persons or property;
  - 6.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
  - 6.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 6.3. The Town reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Town also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Town. The Town may

perform such work by other means. Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Town.

- 6.4. By submitting a Job Order Proposal, Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Town.
- 6.5. It is Contractor's responsibility to include the necessary Pre-priced Tasks and Non-Pre-priced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the Town.
- 6.6. If the Job Order Proposal is found to be complete and accurate, the Town may issue a Job Order to Contractor.
- 6.7. The Job Order signed by the Town and delivered to Contractor constitutes the Town's acceptance of Contractor's Job Order Proposal.
- 6.8. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be the value of the approved Price Proposal.
- 6.9. All clauses of this Contract shall apply to each Job Order.
- 6.10. Contractor shall be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 6.11. The Town, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.
- 6.12. The Town may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with The Town. The Town may perform such work by other means.
- 6.13. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. A separate Job Order will

be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work,

- 6.14. Each Job Order provided to Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Town and delivered to Contractor constitutes the Town's acceptance of Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to Contractor.
- 6.15. In the event that immediate emergency response is necessary, Contractor shall be required to follow alternative procedures as established by the Town. Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. Contractor shall be compensated for such work as if the work had been ordered under the standard procedures. Contractor must submit to the Town's Representative, their emergency procedure/ safety plan prior to starting work. Contractor must be responsible for quality assurance and quality control.

## **7. Changes in the Work**

- 7.1. The Town, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.
- 7.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
- 7.3. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

## **8. Contract Modifications**

- 8.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Contract Amendment.

## **9. Payments**

- 9.1. The Town will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Town may make partial, monthly payments based on a percentage of the work completed.
- 9.2. Before submitting an Application for Payment (Final or Partial), Contractor shall reach an agreement with the Project Manager concerning the



percentage complete of the detailed Scope of work and the dollar value for which the Application for Payment may be submitted.

## **10. Job Order Contracting Software**

### **10.1. Job Order Contracting Software**

10.1.1. The Town selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for the JOC program. The Gordian JOC Solution includes Gordian's proprietary JOC System Software and JOC applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by Contractor solely for the purpose of fulfilling its obligations under this Contract, including preparation and submission of Job Order Proposals, subcontractor lists, and other requirements specified by the Town. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Town is strictly prohibited unless otherwise approved in writing by Gordian. Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution. This Gordian JOC Solution is expressly excepted from Section IV of the Construction Contract.

## **11. ENR CCI Adjustment of the Adjustment Factors**

11.1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the Effective Date to account for changes in construction costs, provided, Contractor requests in writing, approximately 14 to 30 days prior to such anniversary, that the Adjustment Factors be updated. The request shall be delivered to the Town and to Gordian. If Contractor fails to deliver the request timely, then the Town shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than 30 days after the written request to update the Adjustment Factors is received by the Town. Thereafter, Contractor's Adjustment Factors will be adjusted according to the following:

11.2.A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities, published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. February bid due date, Base Year Index is February of the prior year to January of the bid due date year).

11.3.A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the 20 cities published in the Engineering News Record (ENR) for the 12 months beginning with the

month of anniversary of the bid due date (*e.g.* February bid due date, Current Year Index is February of the prior year to January of the current year).

- 11.4. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
- 11.5. Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain Contractor's new Adjustment Factors effective for the next 12 months.
- 11.6. Averages shall be obtained by summing the 12-month indices and dividing by 12.
- 11.7. All calculations shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
  - 11.7.1. The fourth decimal place shall be rounded up when the fifth decimal place is 5 or greater.
  - 11.7.2. The fourth decimal place shall remain unchanged when the fifth decimal place is less than 5.
- 11.8. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- 11.9. If Contractor submits a Price Proposal with outdated Adjustment Factors, then Contractor waives its right to resubmit the Price Proposal using updated Adjustment Factors.
- 11.10. Contractor cannot delay submitting a Job Order Proposal to take advantage of a scheduled update of the Adjustment Factors. In that event, Contractor shall use the Adjustment Factors that would have been in effect without the delay.
- 11.11. The Non Pre-priced Adjustment Factor shall remain fixed for the duration of the Contract.

## **12. As-Built Drawings**

- 12.1. If Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then, as the Detailed Scope of Work progresses, Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-368, **Version:** 1

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**SUBJECT:**

Housing Needs Assessment Requirement of SB24-174

**DEPARTMENT:** Planning & Development

**PRESENTER(S):** Eric Leveridge, Housing Management Analyst

**TIME ESTIMATE:** 30 minutes

**FISCAL SUMMARY:**

Cost as Recommended:	N/A
Balance Available:	N/A
Line Item Number:	N/A
New Appropriation Required:	No

**POLICY ISSUES:**

SB24-174 requires communities to take steps towards planning for affordable housing. The Town of Erie can participate in a regional approach to fulfill this requirement.

**STAFF RECOMMENDATION:**

Town Council provide comment on and use the Regional Housing Needs Assessment developed by the Denver Regional Council of Governments (DRCOG) to comply with the housing needs assessment requirement of SB24-174.

**SUMMARY/KEY POINTS**

- Erie is required by SB24-174 to create a Housing Needs Assessment that meets new State criteria.
- Erie's 2023 Housing Needs Assessment does not meet State criteria.
- The Council can consider and comment on the DRCOG Regional Housing Needs Assessment (DRCOG/HNA) at a public meeting to comply with SB24-174.
- It's not necessary to approve or adopt the DRCOG/HNA, just have a public meeting to consider and comment on it.

**BACKGROUND OF SUBJECT MATTER:**

The Town of Erie can meet compliance requirements of SB24-174 by conducting a presentation of the DRCOG Regional Housing Needs Assessment and submitting comments to DRCOG by September 12<sup>th</sup> as outlined in the staff report.

The Town released its Housing Needs Assessment in February 2023, and an addendum was added in May 2024. The criteria for compliance with SB24-174, passed in the 2024 legislative session, were finalized in December 2024. The Town's Assessment fell short of the State's criteria in three key areas:

1. The Town's Assessment does not fully examine the relationship between housing and the job market. While the Town's Assessment has some analysis of local salaries, it does not analyze the number of jobs in particular economic sectors or how job availability impacts housing prices.
2. The State's criteria require that localities assess the number of available accessible, supportive, and visitable units; the Town's Assessment does not have estimates on these types of units.
3. Finally, the State also requires localities to identify areas of elevated risks of displacement, which the Town did not include in its Assessment.

The DRCOG Regional Housing Needs Assessment was accepted by its Board of Directors in October 2024. The Regional Housing Needs Assessment was submitted to the Department of Local Affairs (DOLA) in December 2024, and was found to be in "substantial conformity" with DOLA's requirements and approved for local governments in the region to comply with the requirements of SB24-174.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☐ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☒ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☒ Small Town Feel
- ☒ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☒ Fiscally Responsible

**ATTACHMENT(S):**

1. Staff Report

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**File #:** 25-368, **Version:** 1

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2. DRCOG Regional Housing Needs Assessment
3. SB24-174 Signed Act
4. Staff Presentation

**TOWN OF ERIE  
TOWN COUNCIL MEETING  
AUGUST 12, 2025**

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**SUBJECT:** Denver Regional Council of Governments (DRCOG) Regional Housing Needs Assessment

**PURPOSE:** Staff will present on the DRCOG Regional Housing Needs Assessment and seek comments from the Town Council to meet the Town’s obligations under SB24-174

**DEPARTMENT:** Planning and Development

**PRESENTER:** Eric Leveridge, Housing Management Analyst

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**STAFF RECOMMENDATION:**

Staff recommend that the Town Council provide comment and utilize the Regional Housing Needs Assessment to comply with the housing needs assessment requirement of SB24-174.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Sustainable Affordable Housing Act, also known as SB24-174, was passed by the Colorado State legislature in 2024. While the law includes several provisions related to housing, one component is a requirement for local jurisdictions to conduct a housing needs assessment (HNA) that conforms to methodologies developed by the Colorado Department of Local Affairs (DOLA) by December 31, 2026. However, local governments are exempt from the requirement to conduct a local housing needs assessment if they participate in a regional housing needs assessment that complies with DOLA’s methodology.

The Town of Erie completed the HNA in 2023, but it does not conform to the methodologies required by SB24-174. These criteria were finalized in December, 2024, well after the completion of the Town’s HNA. The Town of Erie can opt to participate in a process to meet the SB24-174 requirement using DRCOG’s Regional Housing Needs Assessment (RHNA). If the Town opts to utilize the DRCOG RHNA, the Town will not have to revise the 2023 Housing Needs Assessment. If the Town does not utilize the DRCOG HNA a new HNA, meeting State requirements would need to be completed by December 31, 2026.

## **Legislative Context**

In May 2024, the State of Colorado passed Senate Bill 24-174 (SB24-174), known as the “Sustainable Affordable Housing Assistance” law. SB24-174 requires local governments to conduct a housing needs assessment, compliant with methodology and baseline components specified by DOLA, by December 31, 2026. However, local governments are exempt from the requirement to conduct a local housing needs assessment if they participate in a state-compliant regional housing needs assessment.

While the DRCOG RHNA effort began before the May 2024 passage of SB24-174, the legislation allows a path for compliance for already-existing housing needs assessments. DRCOG followed the process outlined in the legislation and submitted the assessment to DOLA by the legislation’s December 31, 2024, deadline. DOLA reviewed the assessment for compliance and issued notice in February 2025 that the assessment was conditionally approved for substantial compliance. The notice included specific guidance on modifications that would bring the assessment into full conformance, and DRCOG has completed those modifications. This allows local governments in the DRCOG region to use the RHNA for compliance with SB24-174 if they choose to participate.

### *Compliance with SB24-174*

Reviewing the RHNA at a public meeting of the governing body (Town Council) and submitting comments to DRCOG within a designated 60-day review period that ends on September 12, 2025, fulfills the participation requirements. While participation in the RHNA is optional, doing so allows a jurisdiction to comply with the housing needs assessment component of SB24-174.

After the review and comment period, DRCOG will submit the RHNA along with the comments of each local government to DOLA, the State agency designated to review and accept housing needs assessments.

## **DRCOG Regional Housing Needs Assessment**

Residents and local governments in the Denver area face a variety of issues because of the current housing environment. In response to pressing housing challenges, DRCOG’s Board of Directors initiated a housing needs assessment for its member governments in 2023. The DRCOG RHNA is its leadoff housing planning effort and will be followed by a strategy that builds off the foundation it provides. The RHNA was reviewed and accepted by the DRCOG Board of Directors in October 2024 as a guide for future housing planning, strategy, and action.

A housing needs assessment identifies the amount of housing needed in a

community to meet the demands of current and future residents across all income levels. It uses data on demographic factors, housing stock characteristics, market trends, and forecasted population growth to understand the number of housing units an area will need to produce to meet current and future housing demand over a specified planning period. For the DRCOG RHNA, the specified period is between 2023 and 2050.

The development of the DRCOG RHNA included two distinct endeavors. The first was an analysis of regional data to identify gaps in housing supply and affordability across income levels and household types. The second consisted of extensive engagement with stakeholders across various housing sectors to identify systemic barriers to developing housing.

### *Analysis Findings*

The analysis revealed the following:

- Despite periodic building booms, the region has not produced enough housing to keep pace with population and job growth.
- Housing supply is less than demand in every household income category. Low-income households (below 50% of Area Median Income) represent the greatest need for additional housing.
- An aging population and smaller household trends will require more diverse housing types.
- Housing types and affordability are unevenly distributed across the region.
- In the Denver region, 500,000 housing units are needed to address current and future needs across the income spectrum by 2050.
- Of the 500,000 housing units, 223,000 units are needed over the 10-year period between 2023 and 2032.

DRCOG's engagement efforts with local government staff, lending and investment institutions, developers, professional associations, State and regional agencies, consultants, infrastructure/utility providers, and advocacy organizations included discussions on increasing housing supply. Identified barriers to addressing housing need fall into five categories:

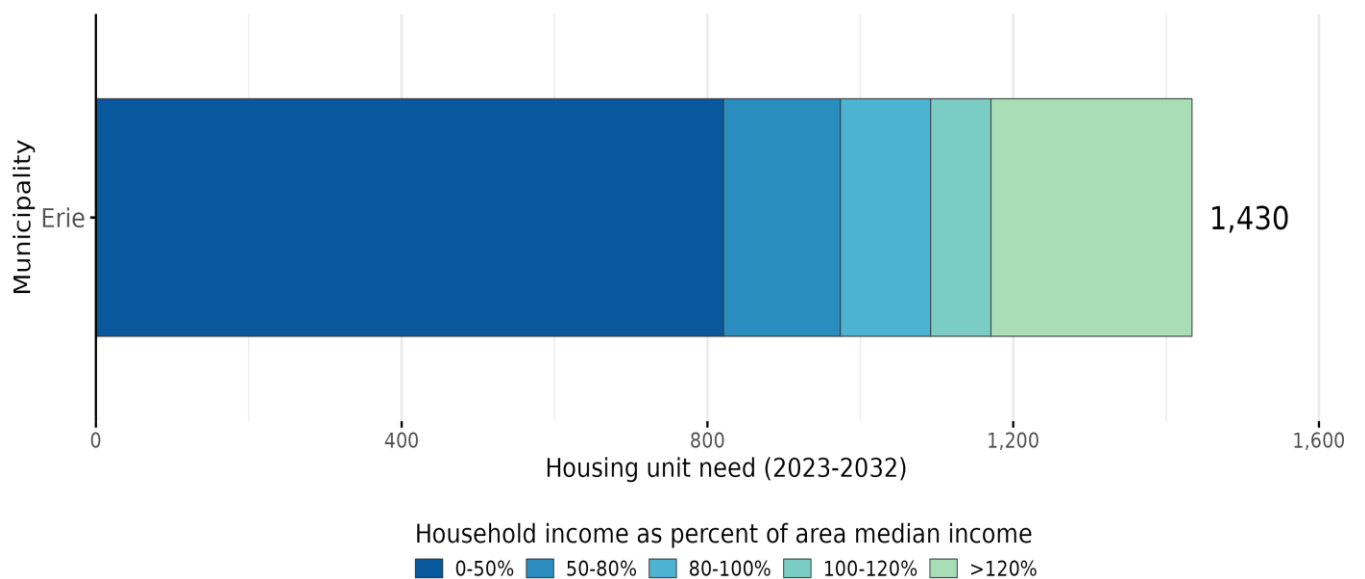
- Land use and zoning
- Infrastructure
- Development costs and market factors
- Funding and finance
- Community consensus and collective action



A detailed description of the barriers can be found in the attached DRCOG RHNA (starting on page 24).

### *Housing Need in Erie*

The RHNA calculated the housing need for the Denver region and then distributed the need to individual municipalities based on population, employment, transportation, and housing data. Housing markets are regional, and methodology and data analysis reflect this. Understanding each municipality's housing needs is essential because housing policy is often developed and implemented at the local level of government. These numbers provide decision-makers with a better understanding of the scale and scope of the region's housing needs so they can make informed decisions about housing strategy in their community.



Source: DRCOG, ACS PUMS 1-Year 2022, ECONW calculations

*Figure 1: 10-year Housing Need in Erie*

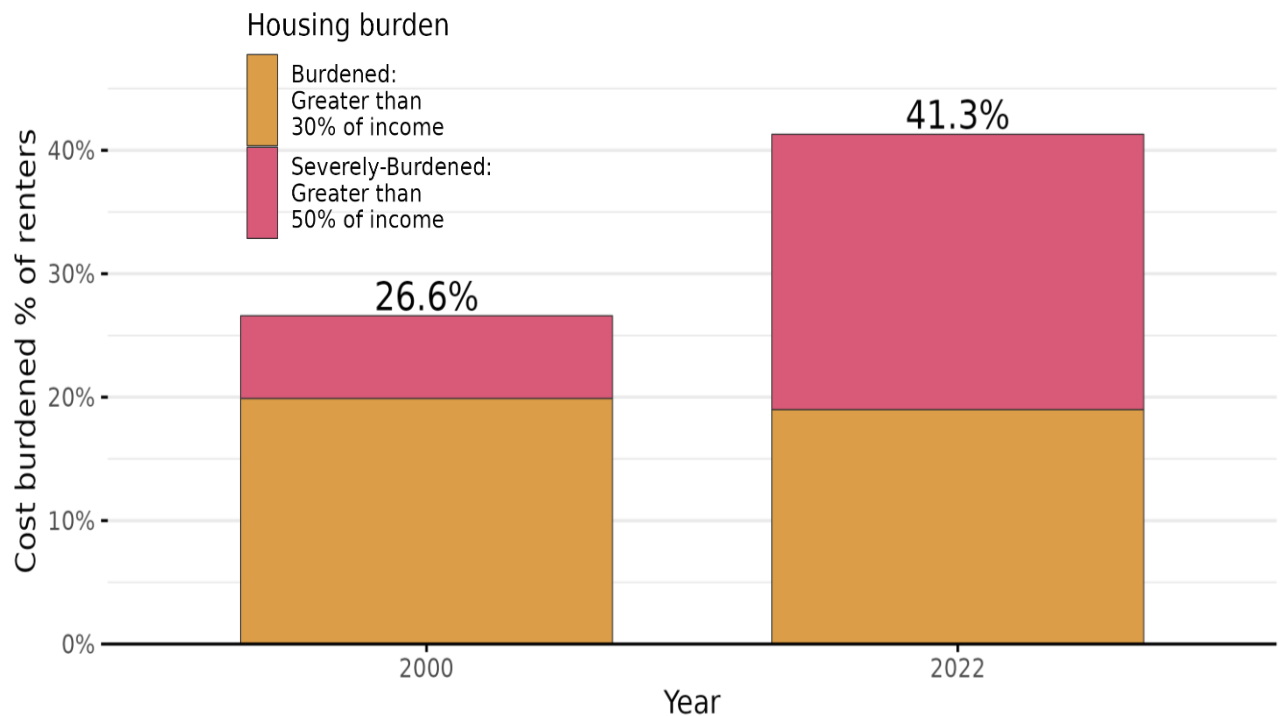
Figure 1, above, shows how many additional housing units are needed over the 10-year period from 2023 to 2032, and at what income levels those units are needed. The precise number is not as important as understanding the scale and scope of the need and developing a strategy proportionate to the need.

The breakdown of units by Area Median Income (AMI) level is shown in Table 1, below:

*Table 1: Housing Unit Need by AMI Level*

Household income as % AMI	Housing unit need
<b>0-50%</b>	821
<b>50-80%</b>	153
<b>80-100%</b>	118
<b>100-120%</b>	79
<b>&gt;120%</b>	263

Figure 2, below, shows the proportion of rented homes in our community where households are spending 30%+ and 50%+ of their income on housing costs. It also shows how this proportion has changed between 2000 and 2022, with an increase in severely burdened renter households. Implementing a housing strategy that is proportionate to the housing need would provide relief to these households in the Erie community.



Source: Decennial Census 2000, ACS 2022 5-Year 2022

*Figure 2: Cost Burdened Renter Households in Erie*

Though the DRCOG RHNA does not include cost burden for homeowners, the 2000 Decennial Census found that 28.7% of Erie homeowners were cost burdened. While the 2022 American Community Survey 5-year estimate found that 20.2% of Erie homeowners were cost burdened, see Figure 3, below. Between 2000 and 2022, the number of Erie homeowners increased by 385%.

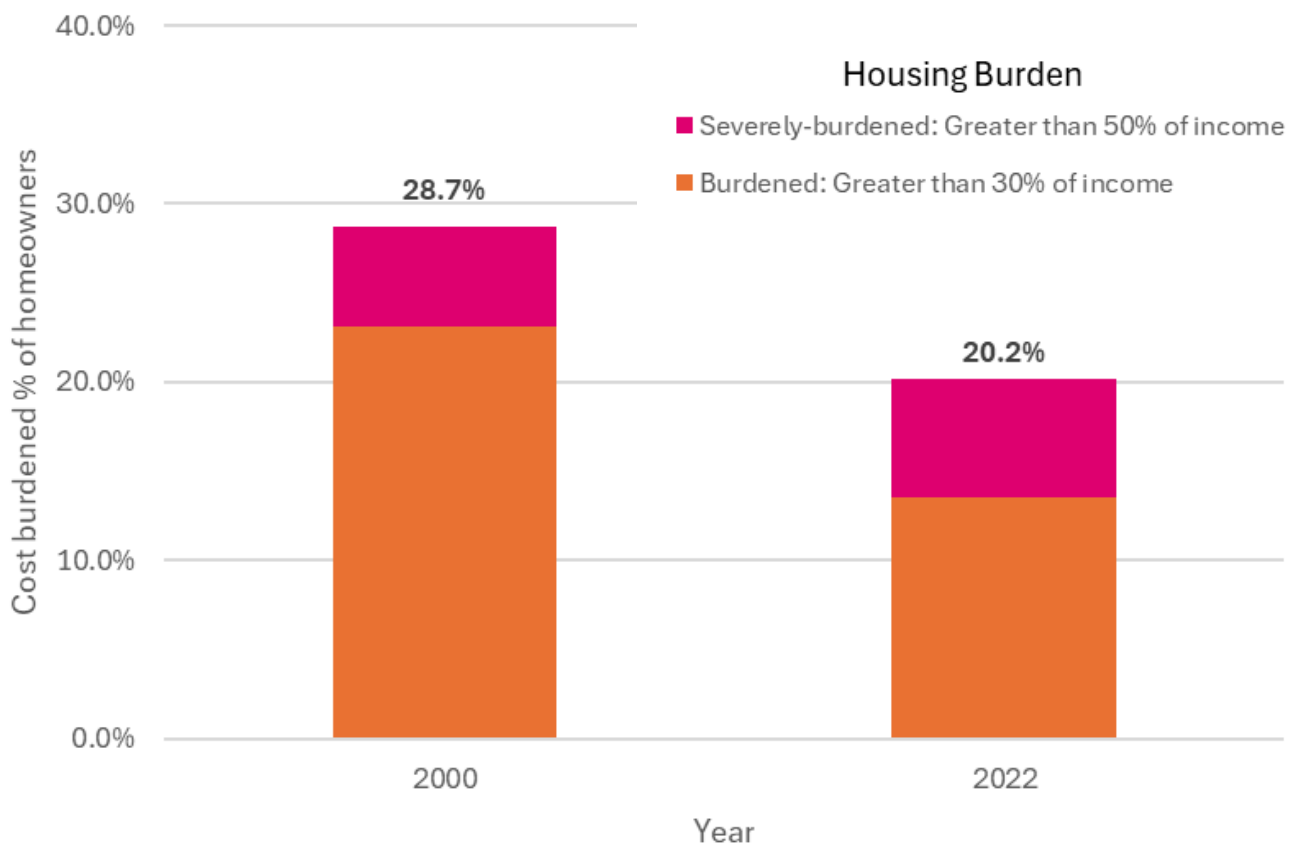


Figure 3: Cost Burdened Owner Households in Erie

There are some key differences between the DRCOG RHNA and the Town of Erie's 2023 Housing Needs Assessment:

- The DRCOG assessment projects housing needs into the future, whereas the Town's assessment is a point-in-time snapshot of housing conditions in the Town.
- The DRCOG assessment found that 41.3% of renters in the Town of Erie are cost-burdened, whereas the Town's assessment found that 54.7% of renters were cost-burdened. This is due to the Town's numbers being based on American Community Survey (ACS) 5-year estimate from 2020 and the DRCOG assessment being based on the ACS 5-year estimate from 2022.

- The Town's assessment listed the Town's total housing units as 8,912, compared to 10,300 in the DRCOG Assessment. For this number, the DRCOG Assessment utilized the 2022 American Community Survey 1-year estimate and the 2020 Decennial Census, while the Town's assessment used the 2020 American Community Survey 5-year estimate.
- The DRCOG assessment found that 87% of the Town's housing units were owner-occupied, compared to 85% in the Town's assessment. For this number, the DRCOG Assessment utilized the 2022 American Community Survey 5-year estimate and the Town's Assessment used the 2020 American Community Survey 5-year estimate.

Because Erie's HNA was completed prior to the law's passage and [guidance from DOLA](#) it does not meet some requirements:

- ***Estimate Housing Needs*** - Estimate housing needs in the region and each local government's jurisdiction, sorted by income level and dwelling type, including accessible units, visitable units (local HNAs only), supportive units, for-sale units, and rental units.

*Erie's HNA does not include an analysis of accessible, visitable or supportive units.*

- ***Jobs by Salary*** - Estimate the number of jobs in each local government's jurisdiction, sorted by annual salary and wage.

*Erie's HNA has some salary analysis, but it is not comprehensive and does not have any breakdown of the number of jobs in any category.*

- ***Allocate Housing Needs*** - Distribute housing needs across jurisdictions based on job availability and local economic dependencies, among other factors.

*Erie's HNA has some analysis of housing need by income level, but it is not tied to job availability, or local economic dependencies.*

- ***Displacement Risk*** - Identify areas with elevated risks of displacement.

*Erie's HNA does not have an analysis of displacement risk.*

Producing a State-compliant local housing needs assessment by December 31, 2026, would require significant staff time and consultant services, neither of which has been budgeted for in fiscal year 2025 or 2026. Erie is not precluded from developing a compliant HNA later should the Council desire.

The RHNA offers a shared analysis for an interjurisdictional issue. A regional approach fosters shared collaboration to address the scale and scope of housing needs and develop strategies that match the nature of housing demand. Staff recommend that the Town Council provide comment and utilize the RHNA to comply with the housing needs assessment requirement of SB24-174.

## **Next Steps**

Once Town Council comments are submitted to DOLA in September, the Town will have met its SB24-174 requirements until January 2028, when the Housing Action Plan is due. The Regional Housing Partnership has started discussing developing a Regional Housing Action Plan that aligns with goals and initiatives, and staff will continue to update the Council on these efforts.

## **Attachments**

1. Staff Report
2. DRCOG Regional Housing Needs Assessment
3. SB24-174 Signed Act
4. Staff Presentation



July 2024

# Regional Housing Needs Assessment

Denver Regional Council of Governments

Prepared for: Denver Regional Council of Governments (DRCOG)

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# Acknowledgments

ECONorthwest prepared this report with support from, guidance and input of several partners, including staff, and leadership of the Denver Regional Council of Governments (DRCOG), Community Planning Collaborative and MIG. We are especially grateful to participants in the project Advisory Group composed of representatives from DRCOG member governments, state agencies, environmental advocacy groups transportation planning professionals, private housing developers, mission driven housing developers, housing finance professionals, consultant land use attorneys, nonprofit housing advocates, economists and data scientists.

That assistance notwithstanding, ECONorthwest is responsible for the content of this report. The staff at ECONorthwest prepared this report based on their general knowledge of the economics of housing and regional economies. ECONorthwest also relied on information derived from government agencies, private statistical services, the reports of others, interviews of individuals, or other sources believed to be reliable. ECONorthwest has not independently verified the accuracy of all such information and makes no representation regarding its accuracy or completeness. Any statements nonfactual in nature constitute the authors' current opinions, which may change as more information becomes available.

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# Table of Contents

<b>Executive Summary.....</b>	<b>1</b>
<b>1. Introduction and context .....</b>	<b>3</b>
<b>2. Regional housing needs .....</b>	<b>7</b>
<b>3. Submarket housing needs .....</b>	<b>16</b>
<b>4. Systemic barriers to meeting housing needs .....</b>	<b>24</b>
<b>5. Moving toward a regional strategy.....</b>	<b>29</b>

# Executive Summary

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## Denver's past and future growth requires more housing

The Denver region has experienced rapid growth in recent years, with a 17 percent increase in residents since 2010 and a 33 percent increase in jobs. Many of the region's 3.4 million residents struggle to find affordable and accessible housing in their location of choice as home prices and rents have increased far faster than incomes.

The Regional Housing Needs Assessment provided the opportunity for local governments, non-profits, industry representatives and other organizations involved in housing preservation and production across the Denver region to better understand the scope, scale, and nature of housing issues in the region. The Denver region while interconnected through jobs and transportation, has historically approached housing policy at the town, city, and county level.

Addressing the regional housing needs will require greater coordination across local jurisdictions as many of the barriers are too complex and broader than one local community can take on alone and there is tremendous opportunity to more efficiently address barriers collaboratively.

### ➤ Overview

**The region needs to build 511,000 units by 2050 to meet current and future housing needs.**

**Despite periodic building booms, the region has not produced enough housing to keep pace with population and job growth.**

**Much of the new housing in the region does not support the diversity of housing needs across all income levels and household types.**

**Diverse factors create barriers to housing production.**

**A regional housing strategy is critical to coordinate efforts across sectors and align housing development with broader regional goals for transportation and economic development.**

## Measuring regional housing need

DRCOG conducted this Regional Housing Needs Assessment to establish an objective, data-driven understanding of the baseline housing need for both the current and future population.

Using a methodology shaped by best practices and the guidance of a local Advisory Group, the Regional Housing Needs Assessment estimates that 511,000 units are needed across the region by 2050 to meet both the needs of the current population and to accommodate projected population growth and changing demographics. Just over 300,000 of these housing units will need to be affordable to households earning 60 percent or less of the



median income. Older adults will make up a greater share of the population, shaping trends around housing needs, such as income and mobility.

## Understanding barriers to housing production

The barriers to producing more housing—and at a higher rate than past trends— vary significantly depending on the unique characteristics of each community and evolve over time in response to changing circumstances. The interplay between factors such as market conditions, the regulatory environment, infrastructure availability, community consensus, and financial resources can hinder the delivery of new housing. These barriers are especially challenging to creating housing affordable at low and moderate incomes—either by preventing them from moving forward altogether or by resulting in the development of fewer units than what might be allowed or desired under current conditions.

## Moving toward a regional housing strategy

Addressing regional issues requires regional partnership. Many stakeholders in the region, including DRCOG’s member governments, have long identified the need for coordinating regional housing efforts to address the overall housing supply and affordability challenges. Local communities, however, often struggle with access to consistent and reliable data, or staff capacity, to develop and implement strategic and effective housing policy.

A regional strategy is intended to foster shared understanding, collaboration, and actions to help member governments, in partnership with other stakeholders, make progress toward addressing the region's housing needs. As part of this Regional Housing Needs Assessment, DRCOG collaborated with public and private sector partners across the region to develop a framework that will serve as the foundation for creating a regional housing strategy starting in late 2024. By working collaboratively to develop a comprehensive regional housing strategy and integrate it with other key planning efforts, DRCOG and its partners can take a significant step toward fostering more equitable, resilient, and livable communities for all residents of the Denver region. The Regional Housing Needs Assessment aims to provide a thorough analysis of housing needs and to develop a better understanding of barriers related to housing production, creating a strong foundation for developing the regional housing strategy. The forthcoming regional housing strategy will build upon the findings and insights presented in this report.



# 1. Introduction and context

---

The Denver region has experienced substantial growth over the last decade. Since 2010, the population has increased by 17 percent to 3.4 million residents, while the number of jobs increased by 33 percent. However, housing production has failed to keep pace with population growth. As vacancy rates hit historic lows, home prices and rents have soared. The median home sale price in Denver reached \$550,000 as of December 2023, increasing by 180 percent over the last decade while incomes increased by 55 percent during the same period.<sup>1</sup> Home sale prices and rents are out of reach for median income earners, and over 51 percent of renters cost-burdened across the region.<sup>2</sup> Moreover, the most recent Point-in-Time count showed the highest number of unsheltered homeless people in the region since 2008.<sup>3,4</sup> These trends grow more acute within local communities, particularly when disaggregated by race, income, age, and other demographic factors, exacerbating issues of housing access, displacement, and inequity.

## Housing markets are regional

People make choices about where to live based on access to jobs, affordability, schools, amenities, childcare and other factors that often transcend jurisdictional boundaries. Despite this shared regional market, housing policy and planning in the Denver region has primarily occurred at the town, city or county level, resulting in fragmented efforts that have struggled to adequately account for and address regional dynamics that shape housing demand, supply, and ultimately, affordability. Greater efforts for coordinated policy and planning are needed to better address housing barriers that local communities cannot take on alone.

## DRCOG supports regional planning and coordination

The Denver Regional Council of Governments (DRCOG) is a planning organization in which local governments collaborate to set policies, guidelines, and funding priorities across key areas including transportation, growth and development, aging, and disability resources. DRCOG's member governments include 9 counties and 49 cities and towns as shown in Exhibit 1. Representatives from these governments work together to make life better for those who call the region home.

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<sup>1</sup> Redfin; Zillow, 2023

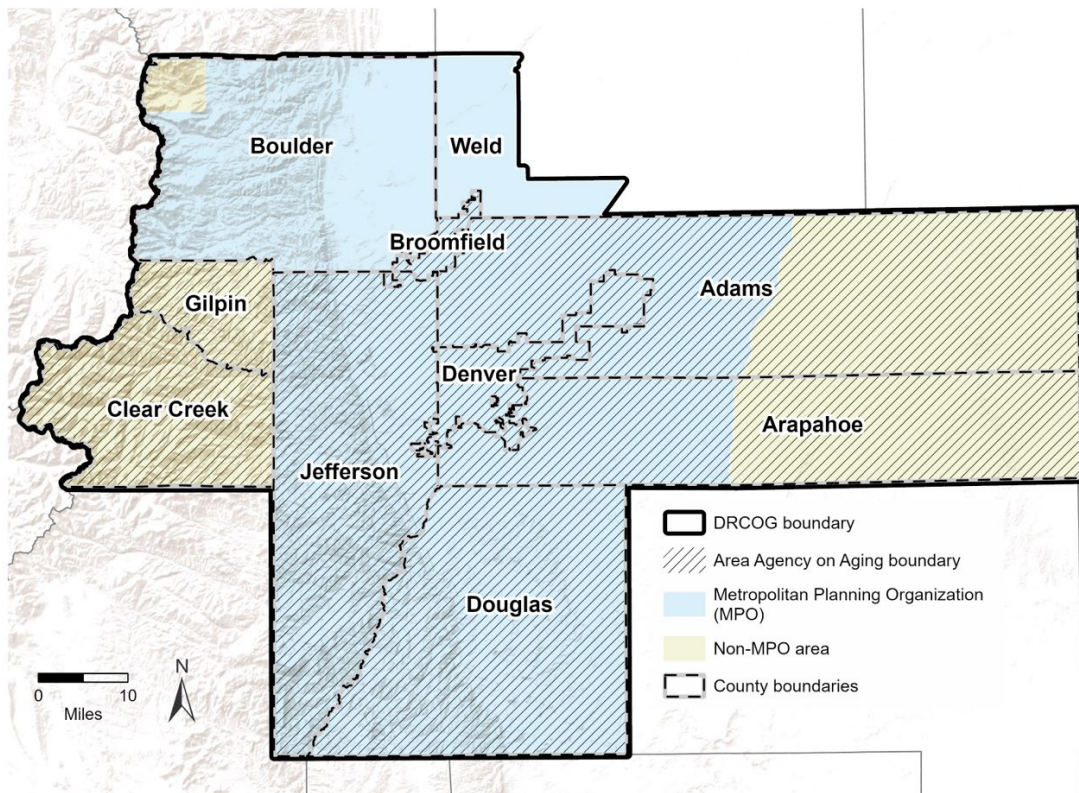
<sup>2</sup> Denver County Median Family Income 2023

<sup>3</sup> Metro Denver Homelessness Initiative

<sup>4</sup> Point-In-Time Count is an annual survey conducted in the United States to assess homelessness. The Point-In-Time Count serves as a snapshot of homelessness in a community by providing an estimate of the overall scope of homelessness on a single night. It includes both sheltered (those in emergency shelters and transitional housing) and unsheltered (those without shelter) populations.



## Exhibit 1: DRCOG Planning Area



Source: DRCOG

In 2017, DRCOG adopted Metro Vision, which is the long-range plan for growth and development across the Denver region. The plan provides guidance and coordination between counties and municipalities on regional land use, transportation, and a variety of other government policies. It is centered around promoting sustainable, managed growth for the Denver region, with implementation occurring through local initiatives aligned with Metro Vision's overall framework. The plan recognizes that many of the effects associated with growth—such as traffic, air quality and housing costs—cross jurisdictional boundaries and local governments must work collaboratively to address them.

Metro Vision recognizes the interconnections between DRCOG's traditional planning focus on transportation, growth, and aging and disability needs with housing, economic development, community health, and resilience. One of Metro

### REGIONAL PLANNING PROCESS

#### New Role for Housing in Transportation Planning

In 2021, the federal Infrastructure Investment and Jobs Act amended the scope of the metropolitan transportation planning process, related to the factors a Metropolitan Planning Organization must consider, adding *housing*, alongside *transportation improvements*, and *state and local planning growth and economic development patterns*.



Vision’s overarching themes is “healthy, inclusive, and livable communities” with desired outcomes related to increased housing diversity to meet the needs of residents of all ages, incomes, and abilities. To this end, Metro Vision outlines specific objectives to diversify the region’s housing stock, increase the regional supply of housing attainable for a variety of households, and increase opportunities for diverse housing accessible by multimodal transportation.

As the designated metropolitan planning organization for the Denver region, DRCOG is well-positioned to convene member governments and regional stakeholders, provide consistent guidance, data, and tools to help advance Metro Vision and encourage collaboration to meet the diverse housing needs across the region. This support from DRCOG allows local jurisdictions to focus on how they can influence development—by managing and encouraging new housing in ways that are consistent within a community’s specific vision. Ultimately, increasing housing options relies on local policy, but regional coordination enables strategic and consistent action toward creating more equitable access and housing affordability across the Denver region.

## Building toward a regional strategy

DRCOG is approaching regional housing planning in two distinct pieces over the next two years. The first piece is a Regional Housing Needs Assessment, which developed a methodology and conducted an analysis to quantify housing needs across the region through 2050, as represented in Exhibit 2. This analysis helps provide a baseline understanding of the scope and scale of housing issues across the region and identifies key barriers to housing production.

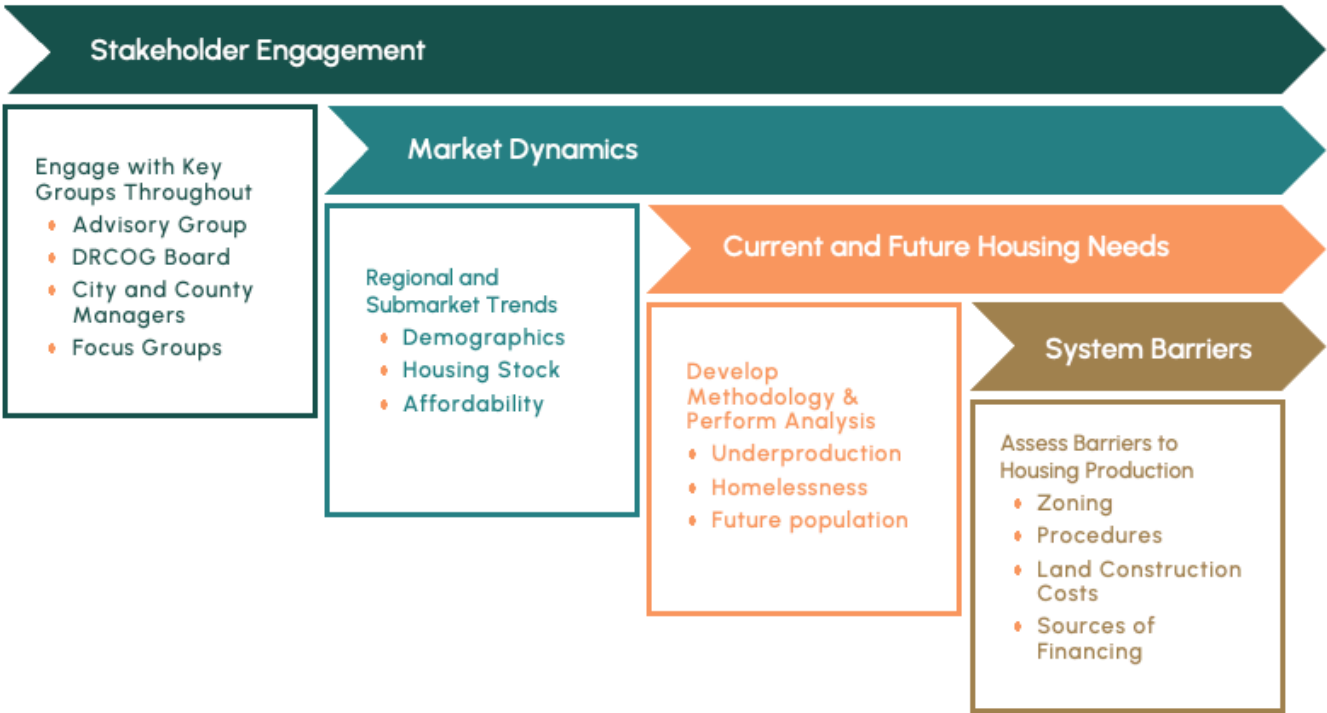
Throughout the development of the Regional Housing Needs Assessment, the project team engaged key groups whose work touches on regional housing issues from different perspectives. An Advisory Group composed of representatives from local government, state agencies, housing developers, service providers, and advocates met six times throughout the project to provide feedback and guidance on the approach, methods, and key barriers to producing more needed housing in the Denver region. This group also helped establish the framework for a regional housing strategy.

In addition to the Advisory Group, the project team convened multiple focus groups and individual stakeholder meetings representing an array of interests and perspectives across approximately 200 participants. These conversations gathered critical information about municipal planning, infrastructure and utilities, the homebuilding sector, affordable housing, regional economic development, housing finance, aging services, and climate and sustainability issues. Input from this wide range of participants helped illuminate the challenges faced by public and private sector actors working to increase opportunity in the region and identify how a coordinated housing strategy could support those efforts. See Appendix A for a more detailed summary of stakeholder engagement activities.





**Exhibit 2. Regional Housing Needs Assessment Process**



The Regional Housing Strategy, expected to begin in late 2024, will involve working with local governments and housing partners across the region to develop a strategy to collectively address these identified housing needs.

**What is a regional housing needs assessment?**

Regional Housing Needs Assessments are critical tools for quantifying housing needs at a regional level. A housing needs assessment uses data on key demographic factors, housing stock characteristics, market trends, and forecasted population and job growth to understand the number of housing units an area will need to produce to meet current and future housing need over a specified planning period. With thoughtful design, these assessments offer planners and policymakers a more comprehensive and nuanced understanding of housing need for people across the income spectrum and with different household characteristics, which allows for a more targeted and effective approach to meeting diverse needs.



## 2. Regional housing needs

DRCOG conducted this Regional Housing Needs Assessment to establish an objective, data-driven understanding of the baseline housing need for both the current and future population. Understanding the total need and affordability gaps at all income levels will critically inform local, regional and statewide efforts to address housing need. In addition, this housing needs assessment will serve as a foundation for the development of a regional housing strategy which will articulate what we can do collectively as a region. Throughout this Regional Housing Needs Assessment development, the following guiding principles were identified by DRCOG staff, the consultant team, and the Advisory Group to inform the process.

» This chapter summarizes DRCOG's approach, methodology, results and key findings for regional housing needs.



Proactively determine housing need for the region.



Develop a data-driven approach to policy and planning.



Maintain transparency around data sources, limitations, and methodological choices.



Align with Metro Vision planning areas and goals.



Align future strategy development with subregional and local needs.

### Key Findings

The key findings section summarizes important takeaways about regional housing needs. Further context and discussion follow.

- » **The region needs to build 511,000 units by 2050 to meet current and future housing needs. While housing is needed at all income levels, housing that is affordable to households earning less than 60 percent of Area Median Income represents the largest share. The market will not deliver this type of housing on its own, particularly at the volume needed. Government subsidies and creative partnerships with private market actors will be required to meet housing needs.**
- » **Adults aged 65 and older will comprise a larger share of the population by 2050 and household sizes are shrinking. These shifts in household composition along with forecasted housing need by income category shows that jurisdictions and the region**



will need to plan for more diverse housing options for a broader range of household incomes to meet current and future housing needs.

- » The Denver region has seen booms and busts in housing production over the past several decades. Yet new housing has not kept pace with overall population growth over the same period. A steep decline in construction during the Great Recession contributes to the shortage of needed housing today. As an additional challenge, the existing housing stock does not support the diversity of housing needs across all income levels and household types.
- » The differences in need and supply across submarkets highlight the range of housing dynamics across the region and demonstrate the need for more tailored strategy development for submarkets and the local governments within them. Opportunities to align housing with transportation access, job centers and other key factors also differ across regional submarkets and highlight the different roles they can play in meeting the region's overall housing needs.

## How to measure regional housing need

This Regional Housing Need Assessment estimates the number of households across the Denver region that will need dwelling units affordable to them between 2023 and 2050. This estimate of needed housing is created using Census data on population and housing, regional population forecasts, and other local data sources. A detailed description of the data sources and methodology used in this RHNA is included in Appendix C.

At a high level, the method used in this Regional Housing Needs Assessment has two primary components:

- ♦ **Future need:** To project future housing need, the analysis uses the State Demography Office's projected household growth for the Denver region through 2050. This household projection gets translated to housing units by factoring in a healthier vacancy rate that enables greater mobility within the housing market and across the region. This number is then compared to the current supply of housing.
- ♦ **Current need:** To estimate current need, two components must be included. Underproduction is the estimated number of housing units that are needed to provide sufficient housing to current residents that are well captured in census surveys. Homelessness need is the estimated number of housing units that are needed for those currently experiencing homelessness who are not well captured in census surveys.

## Regional housing needs

The analysis shows the Denver region will need to produce just over 511,000 new housing units between 2023-2050 to address current need, driven by underproduction and people experiencing homelessness, and future need, driven by anticipated population growth. A



breakdown by component of the total housing need through 2050 for the Denver Region is shown in Exhibit 3 below.

### Exhibit 3: Summary of housing need by component, 2023–2050

Component	Housing units	Share
Current need	52,000	10%
Future need	458,000	90%
<b>Total units</b>	<b>511,000</b>	<b>100%</b>

Source: ECONorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast; and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

## Total housing need by income

The Regional Housing Needs Assessment allocates total housing needs by 2050 based on different income levels, recognizing that households across the income spectrum need affordable housing options. Exhibit 4 shows the distribution of total needed units by Area Median Income relative to the current supply of housing affordable to households earning those incomes.<sup>5</sup> Exhibit 5 shows the distribution of total needed units by income and housing need component.

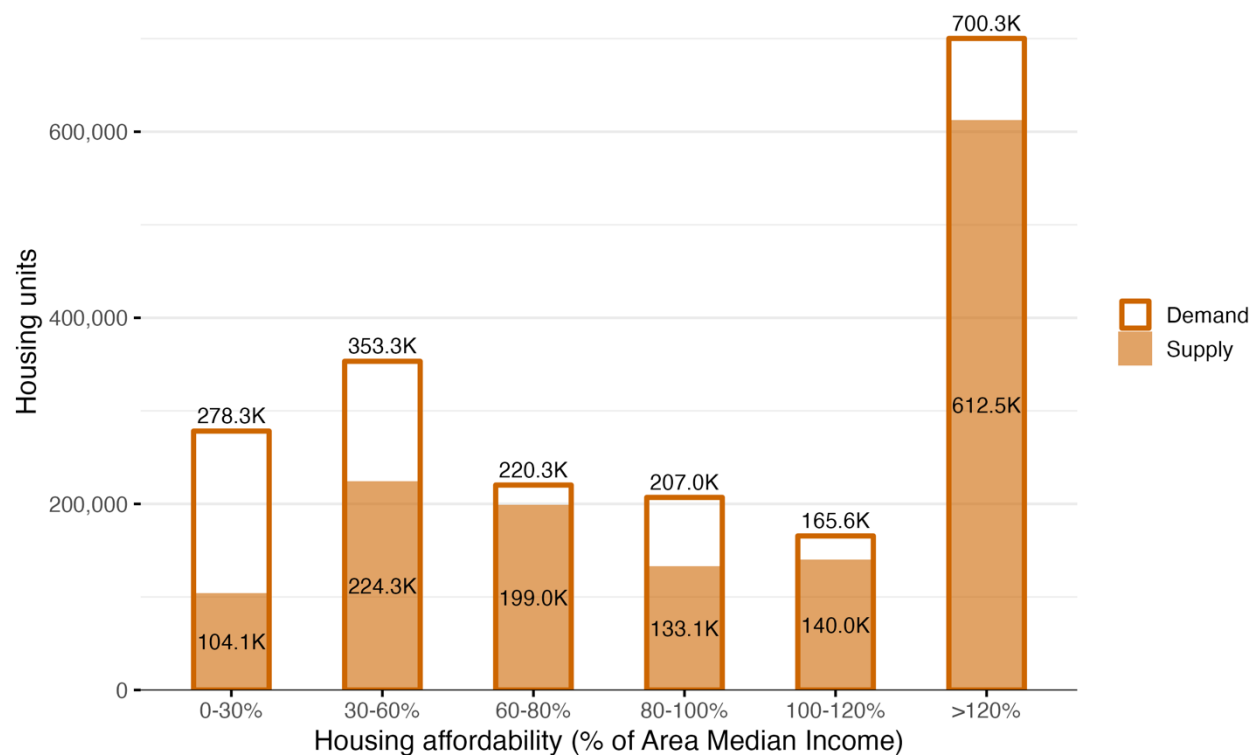
Housing needs for the Denver region are heavily skewed toward lower income households. An estimated 303,000 housing units for households earning 0–60 percent of the Area Median Income are needed to meet current and future demand. The private market typically fails to deliver housing affordable to these income levels, as they require a patchwork of financial subsidies to build and maintain. Housing needs are lower for households in the 60–80 percent Area Median Income range, partly due to an existing supply of housing affordable to these income levels.<sup>6</sup> Just over 187,000 units serving higher earning households above 80 percent of Area Median Income are also needed. The market can potentially produce housing for these income levels on its own, assuming supportive local policies are in place.

<sup>5</sup> According to the Department of Housing and Urban Development, housing is considered affordable for a household if their housing costs do not exceed more than 30 percent of their annual income, including additional expenses such as insurance, property tax, and utility expenses. This standard of affordability traces back to rent caps established for public housing tenants.

<sup>6</sup> While there is a relative match between the number of households at this income level and the number of housing units affordable to them, mismatches at lower and higher income levels increase the competition for moderately priced housing. As a result, many communities observe a shortage of available housing affordable to households earning between 60 and 100 percent of Area Median Income.



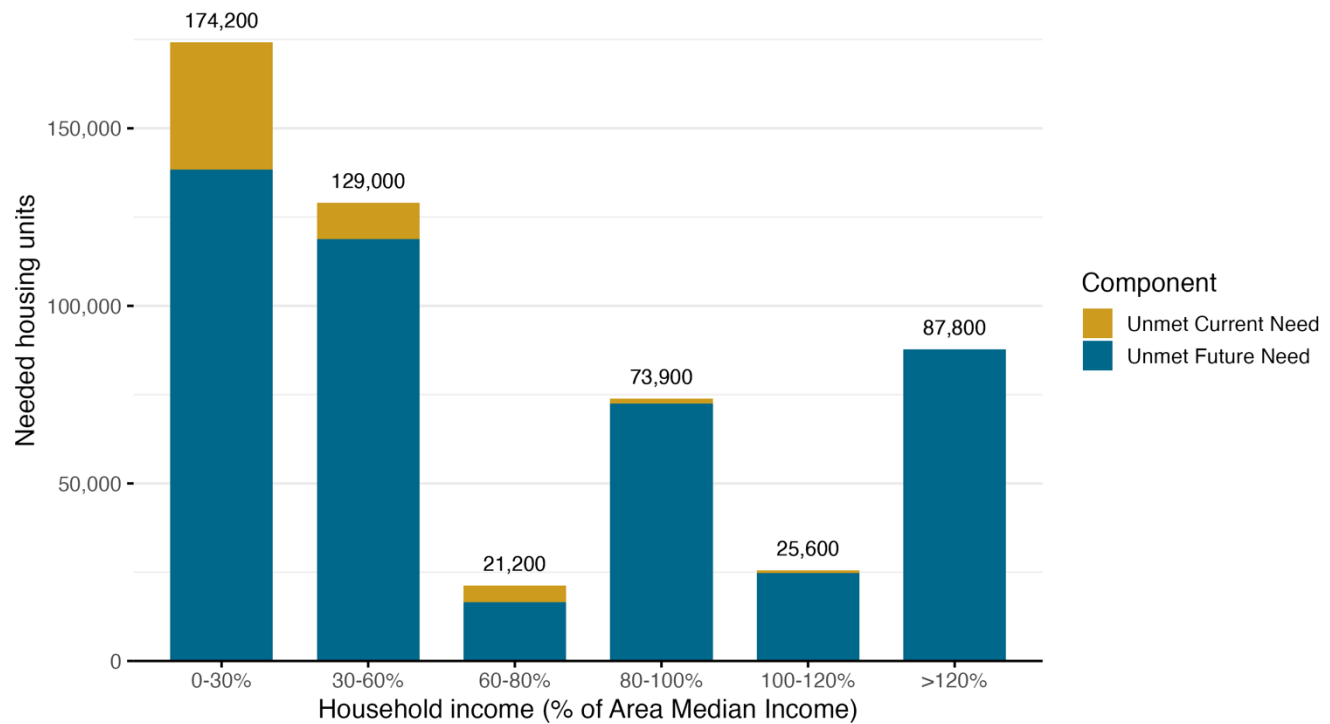
**Exhibit 4: Housing need compared to current supply by income, 2023–2050**



Source: ECONorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023



### Exhibit 5. Housing need components by income, 2023–2050



Source: ECONorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

### 10-year scaled estimate

The Regional Housing Needs Assessment estimates need through 2050, but this estimate can be adjusted for a shorter planning horizon to better understand the number of units needed in the near term and to align policies and strategies with current market conditions. Therefore, the analysis includes results adjusted for a 10-year horizon, out to 2032. All of current need units are included in the 10-year scaled estimate. The 10-year estimate represents 42 percent of the total need through 2050.

Over 216,000 housing units are needed in the Denver region between 2023 and 2032 to address current need, driven by underproduction and people experiencing homelessness, and future need, driven by anticipated population growth through 2032. A breakdown by component of the housing need through 2032 for the Denver region is shown in Exhibit 6 below.

### Exhibit 6: 10-Year scaled estimate of housing need

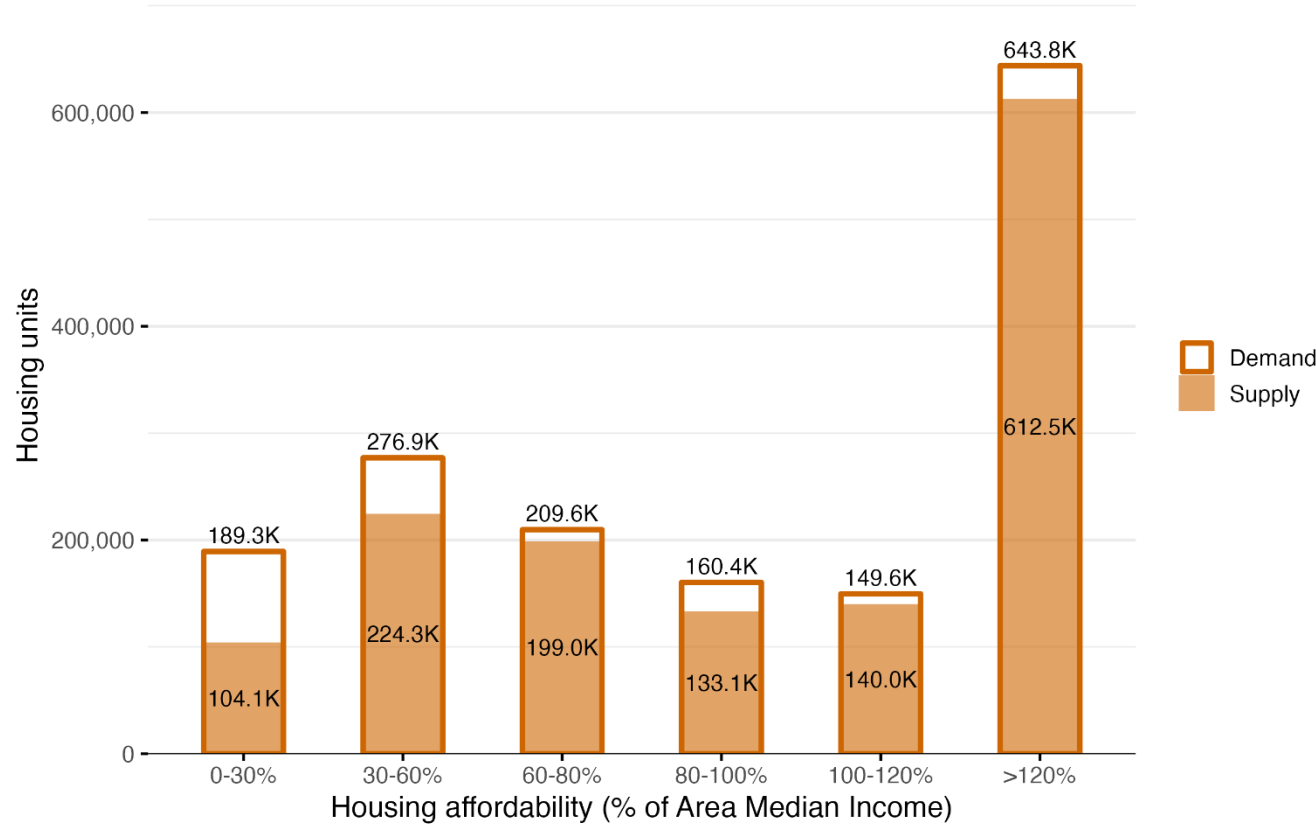
Component	Housing units	Share
Current need	52,000	24%
Future need	164,000	76%
<b>Total units</b>	<b>216,000</b>	<b>100%</b>



Source ECONorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

Exhibit 7 shows the 10-year distribution of total needed units by area median income relative to the current supply of housing affordable to households earning those incomes. The distributions reflect the assumptions and methods, discussed above, that allocate all units to address homelessness and more of the units to address underproduction to the lowest income categories. Therefore, the 10-year estimate still shows the greatest need in the 0–60 percent Area Median Income categories.

**Exhibit 7. 10-Year scaled estimate of housing need compared to current supply by income**



Source: ECONorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

## Key trends driving regional needs

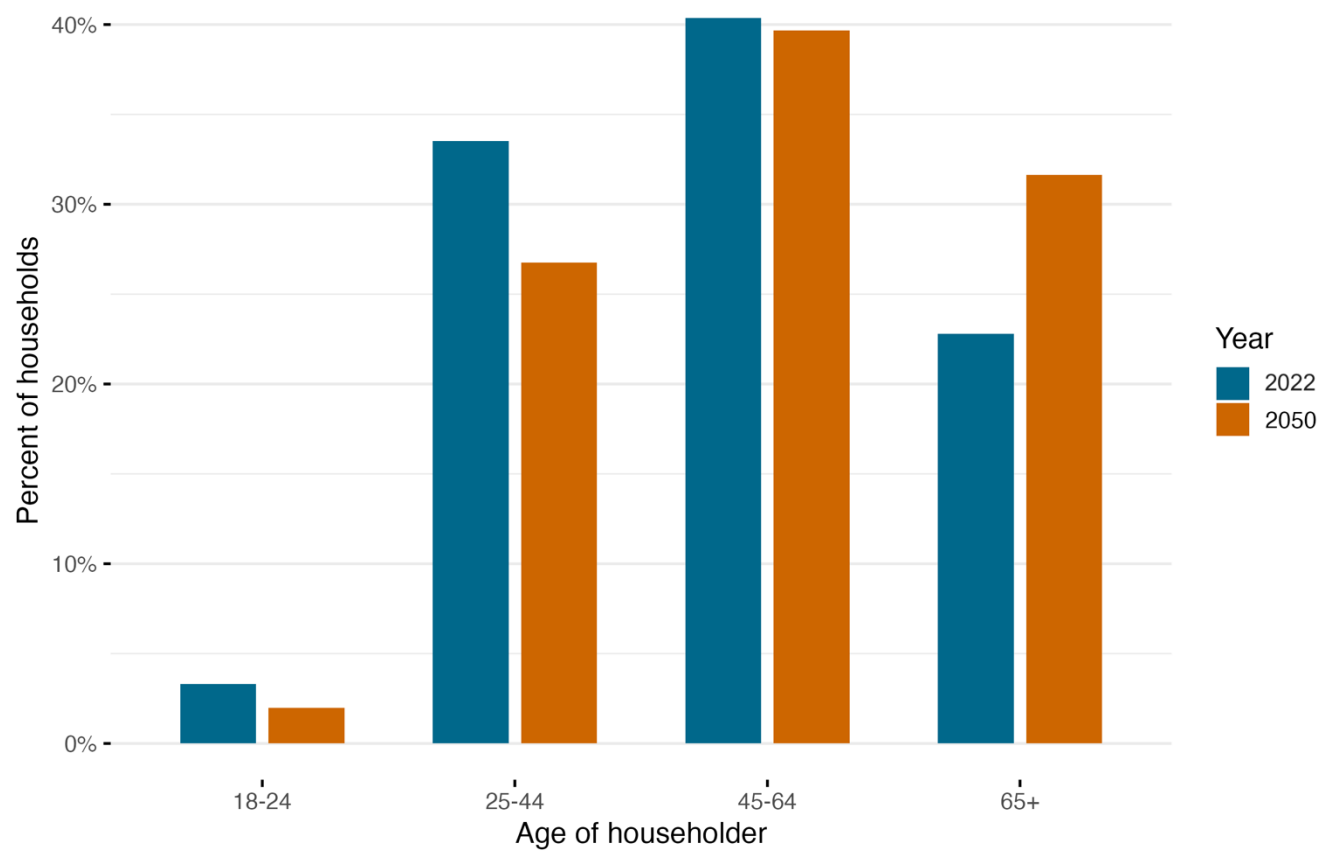
Many factors shape the details of current and future housing needs, including demographic shifts and economic trends. In the Denver region, a few key trends are important for understanding why housing needs are heavily skewed toward lower income households. A more detailed assessment of demographic and housing trends is provided in Appendix B.



# The region’s population is aging

According to the 2022 Colorado State Demography Office household forecast for 2023 through 2050, adults over the age of 65 will become a larger share of population than they are currently. Since retirement often coincides with fixed or lower incomes compared to working years, the growth in the older adult population will contribute to a rise in the share of lower-income households overall. While some older adults may have accumulated greater wealth over their working years, many have fixed incomes that leave them susceptible to increasing housing costs. Others may have that wealth primarily as home equity, and thus locked into a home that may not meet their changing needs. The expected growth in this segment of the population contributes to the pressing need for more affordable housing options that also meet the mobility needs of older adults across the Denver region.

**Exhibit 8. Percent of households by age range, 2022 & 2050, Denver region**



Source: DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates.

# Existing housing supply has not kept pace with demand

In a growing region, new housing supply is needed to accommodate new households arriving to the area, natural population growth, changing preferences, and natural turnover and vacancy. New housing supply is essential to allow households the option to move and self-



sort into the neighborhoods, housing types, and affordability levels that meet their needs and optimize their regular travel behaviors. Housing markets in growing areas like the Denver region need ample and well-distributed new supply. In a well-supplied housing market, households can move through the stock via a process called “filtering” or the “housing ladder.” Over time, housing ages and depreciates, becoming relatively more affordable for different households.

New market-rate housing is typically priced for and occupied by higher income households, while new subsidized housing is usually priced for low-income households. Many higher income households move into newly constructed units from older, smaller or more affordable housing, which is then vacant and available for households with moderate incomes. When there is an adequate supply of new housing for a region’s population, this dynamic creates a steady, though slow, process of increasing the supply of affordable housing through “filtering” as properties age (Exhibit 9). Some properties will eventually be demolished if they age or depreciate until they are no longer habitable or the cost of needed renovations exceeds the value. In under-supplied markets, however, this filtering process can slow further, stop, or move in reverse. In very tight housing markets, with steep competition for housing units, higher income households will occupy older or lower-cost units, causing a “mismatch” between what those households can afford and their actual housing costs. At the same time, lower income households will experience this “mismatch” by having to pay a larger share of their income toward housing as competition increases rents. Renovations can also reposition lower cost units for higher income households. When competition and demand concentrate in specific locations, these dynamics contribute to neighborhood gentrification and the loss of affordable housing units.

#### Exhibit 9. Illustration of housing market filtering



Source: ECONorthwest

Housing production in the Denver region has largely kept pace with population growth in the last several years, and notably the share of multifamily units is growing. The region is still working from a place of historic underproduction and the existing housing stock does not support the diversity of housing needs across all income levels and household types. This

has created a mismatch between household income and housing costs, where households are occupying housing units that generally cost less than the household can afford or they're likely occupying housing units that cost more than their income can afford, demonstrating a substantial need for more affordable housing options for lower income households making between 0–60 percent of Area Median Income and a need to continue delivering market-rate units that more adequately meet the demand for middle and higher-income households.

Even when filtering is occurring and housing is becoming relatively more affordable over time, governments still must invest in building new regulated affordable units to meet the needs of lower income residents. This type of housing almost always needs government intervention and public subsidy to be developed. Voucher-based assistance that subsidizes lower income residents' access to market-rate units is another way to help meet this need, though limited funding results in long waiting lists for households that qualify.





# 3. Submarket housing needs

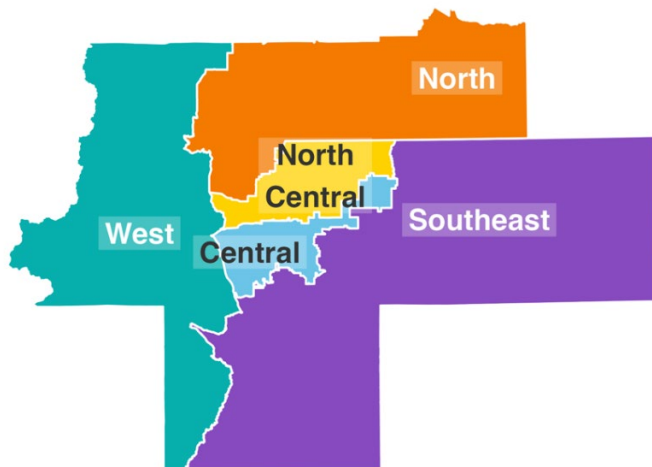
In consultation with DRCOG staff, the project team created a model for distributing the 10-year scaled estimate of the Regional Housing Needs Assessment results among five submarkets.

Understanding housing need at a submarket level can better account for local differences rather than relying on regional trends or averages. This approach allows for more targeted strategy and policy development to support investments based on the distinct needs within specific submarkets, rather than utilizing a one-size-fits-all approach. Defining submarkets also provides a basis for understanding shared responsibility that can support potential future collaboration between neighboring jurisdictions to address their shared housing needs.

The submarkets in this Regional Housing Needs Assessment are contiguous areas that were defined by evaluating how housing location decisions are made across the region in relation to commute patterns and employment locations. This approach allows DRCOG and stakeholders to understand how households make decisions related to job location, housing affordability, and transportation access. Exhibit 10 shows the five submarkets—West, Central, North Central, North, and Southeast—used in the Regional Housing Needs Assessment.

» This chapter summarizes DRCOG’s approach, methodology, results and key findings for submarket housing needs.

**Exhibit 10. Regional submarkets**



Source: ECONorthest analysis of ACS 1-year 2022 PUMS and LODES data. Note that delineation follows Public Use Microdata Areas and thus extend beyond DRCOG boundary in the North Submarket.

## Submarket housing needs

Regional housing need was distributed to the submarkets based on criteria that reflect both current conditions and needs and forecasted future conditions and needs. The criteria include factors that shape the demand for housing, align with regional planning goals for greater affordability across the region, and recognize the intricate relationship between transportation infrastructure and employment centers to improve access to job opportunities and reduce commute times. At a high level, the categories and rationale behind the criteria are as follows:

- ◆ **Population:** Housing need corresponds directly to population size.
- ◆ **Regional jobs:** Employment is a driver of housing demand. Better matching of job and housing locations creates more options for housing, shortens commute times, and eases strain on the region's transportation systems.
- ◆ **Multimodal accessibility:** Metro Vision outlines a plan for more compact urban development and a greater use of transit, walking, and biking for daily activities.
- ◆ **Housing availability:** Low rental vacancy rates help illuminate places where housing is particularly in high demand and short supply, relative to the region as a whole.
- ◆ **Housing affordability:** Every community in the Denver region has a role to play in planning for housing affordable to a range of incomes. Areas with a smaller supply of affordable housing contribute to regional inequities in access to opportunity and suboptimal transportation outcomes.

DRCOG can also use the above criteria to distribute the resulting submarket shares of regional need among local jurisdictions. Such a process will help illustrate local housing need by income in a regional and submarket context. The project team has equipped DRCOG staff to be able to run and refine this model as needed and as inputs to the regional housing needs estimate change, such as regional population and jobs forecasts from the State Demography Office.

Exhibit 11 shows the 10-year scaled estimate of total regional need—approximately 216,000 units distributed across the five regional submarkets, broken out by component of need.

**Exhibit 11. Summary of submarket share of regional need, 10-year scaled estimate**

Submarket	Current need	Future need	Total units
Central	14,000	56,000	<b>70,000</b>
North	8,000	29,000	<b>37,000</b>
North Central	7,000	27,000	<b>34,000</b>
Southeast	21,000	48,000	<b>69,000</b>
West	2,000	4,000	<b>6,000</b>

Source: ECONorthwest analysis; DRCOG Small-Area Forecast (2020), DRCOG synthesis of State Demography Office 2022 Household Forecast, U.S. Census Bureau, ACS 1-year 2022 PUMS estimates; MDHI 2022–2023 State of Homelessness Report.



## Submarket housing need by income

Differences in need across the submarkets highlight the imbalance of housing demand across the region relative to existing supply and affordability, as shown in Exhibit 12 and Exhibit 13. These differences contribute to problematic transportation outcomes, such as longer commutes and less access to opportunity. Variation across the submarkets also demonstrates the need to develop tailored strategies to meet varied needs across the region.

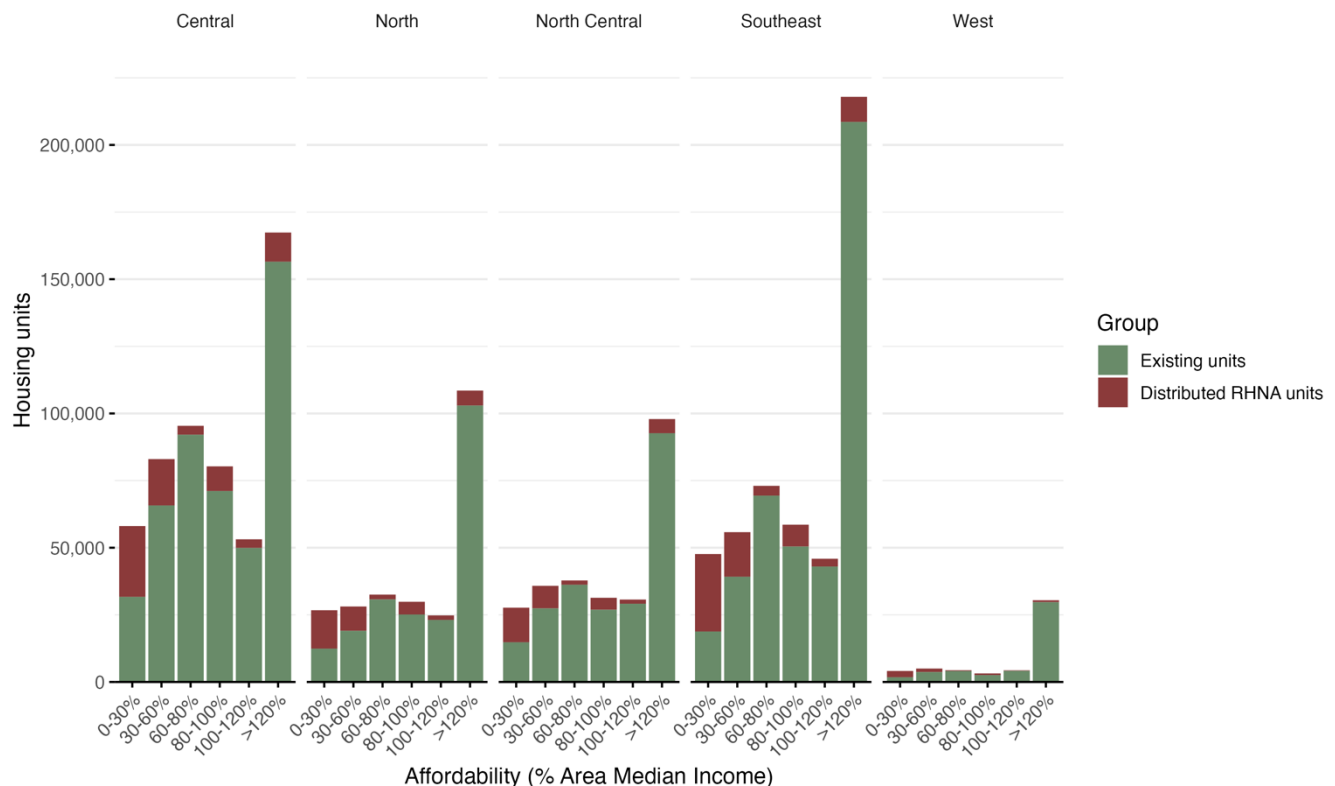
**Exhibit 12. Submarket share of regional need by income, 10-year scaled estimate**

SUBMARKET	0–30%	30–60%	60–80%	80–100%	100–120%	>120%	TOTAL
<b>Central</b>	27,000	17,000	3,000	9,000	3,000	11,000	<b>70,000</b>
<b>North</b>	14,000	9,000	2,000	5,000	2,000	5,000	<b>37,000</b>
<b>North Central</b>	13,000	8,000	2,000	4,000	2,000	5,000	<b>34,000</b>
<b>Southeast</b>	29,000	17,000	3,000	8,000	3,000	9,000	<b>69,000</b>
<b>West</b>	2,300	1,300	300	600	200	700	<b>6,000</b>
<b>Total</b>	<b>85,000</b>	<b>52,000</b>	<b>11,000</b>	<b>27,000</b>	<b>10,000</b>	<b>31,000</b>	<b>216,000</b>

Source: ECONorthwest analysis; DRCOG Small-Area Forecast (2020), DRCOG synthesis of State Demography Office 2022 Household Forecast, U.S. Census Bureau, ACS 1-year 2022 PUMS estimates; MDHI 2022–2023 State of Homelessness Report.

Note: Components of need do not sum to total because of rounding.

**Exhibit 13. Submarket share of total need compared to current supply, 10-year scaled estimate**



Source: ECONorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023; DRCOG 2020 Small-Area Forecast

## Regional submarket factors

Variation in housing need across the submarkets reflect different ways in which these areas have been affected by and responded to broader regional trends. These more localized trends can be used to inform policy decisions that support meeting a broader regional need.

### Population and job growth has been uneven

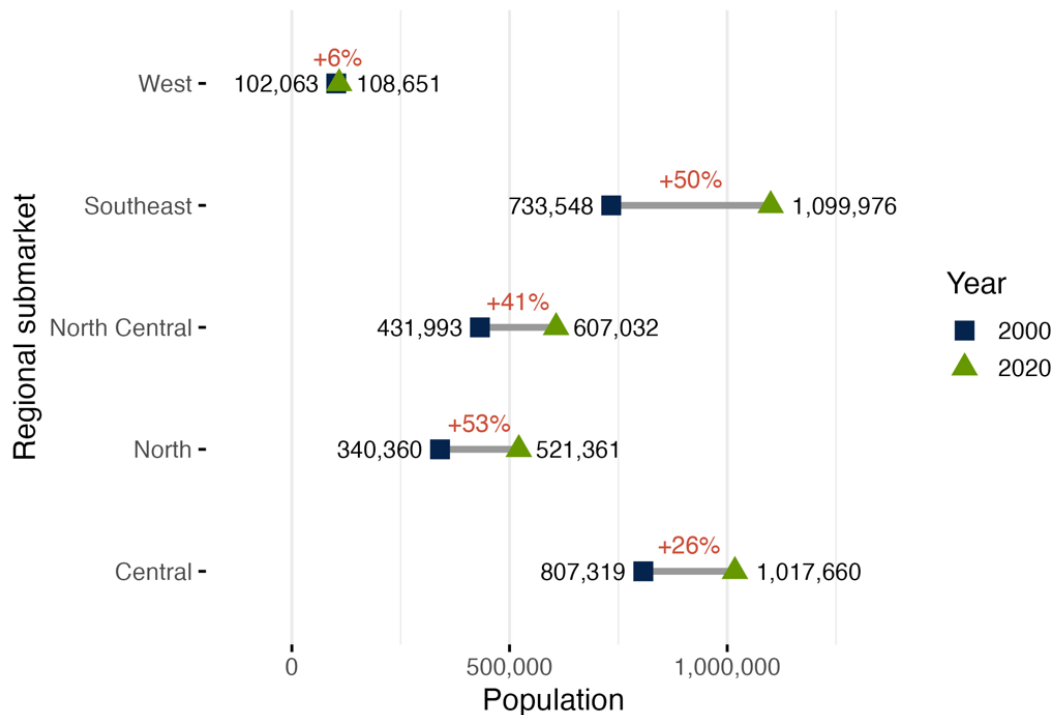
While the Denver region as a whole has seen significant job and population growth over the past several decades, these trends have not been distributed across the submarkets proportionately, as shown in Exhibit 14 and Exhibit 15.

The Southeast submarket, which includes cities such as Aurora, Castle Rock, Littleton, and Englewood saw the highest total population growth over the last 20 years with over 366,000 new people. While the Central submarket, which includes Denver and Lakewood, saw population grow by only 26 percent, this still accounted for over 210,000 new people over 20 years. The North Central region, which includes Northglenn, Westminster, Brighton and Commerce City, also grew rapidly with a 41 percent increase in population. The North submarket, encompassing cities like Boulder, Erie, Longmont, and Louisville, experienced the highest rate of population growth, 53 percent. The more isolated West submarket grew the least over the last two decades.

Exhibit 15 shows that the Southeast submarket has seen the largest increase in jobs since 2000, followed by the Central and North submarkets. These submarkets have all increased jobs for different reasons, for example land supply and new commercial development in the Southeast submarket, urban intensification and redevelopment in the Central submarket, and growth in institutional employment and tech and supportive industries in the North submarket. While employment growth is forecast to grow at slower rates through 2050, job growth will continue to occur, which will lead to increased demand for housing across the submarkets.

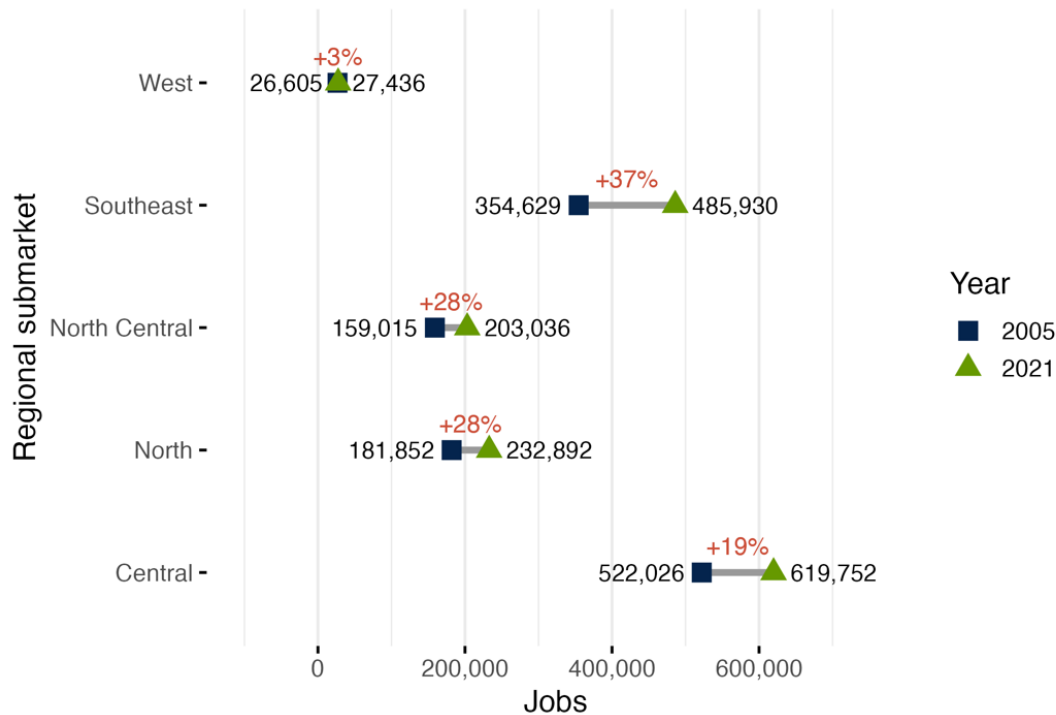


**Exhibit 14. Population change, regional submarkets, 2000–2020**



Source: ECONorthwest analysis of U.S. Census Bureau Decennial Census 2000, 2020.

**Exhibit 15. Job growth, regional submarkets, 2005–2021**



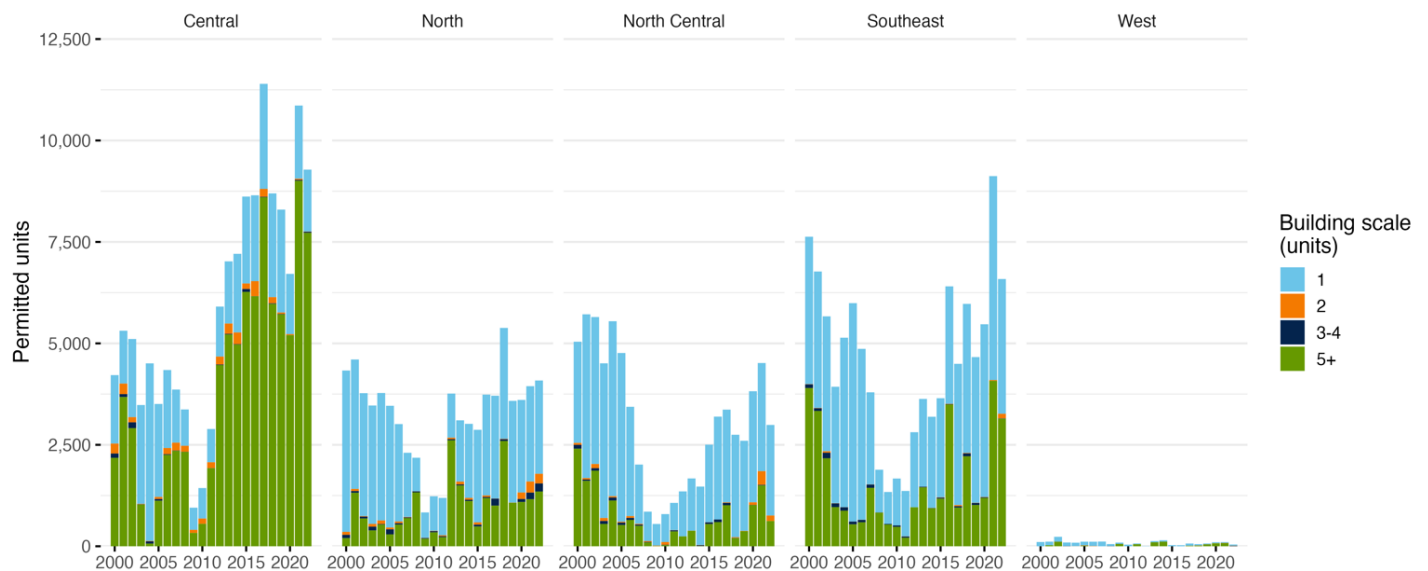
Source: ECONorthwest analysis of LODS data 2005 and 2021.



## New housing supply varies across the submarkets

Housing production trends across the submarkets can help paint a more complete picture of regional dynamics, especially in the context of the population and job growth trends. As shown in Exhibit 16, the submarkets have experienced varied amounts of new construction and differences in the types of housing being built.

**Exhibit 16. Housing production, regional submarkets, 2000–2020**



Source: ECONorthwest analysis of U.S. Census Bureau Building Permit Survey.

Note: Unincorporated portions of the regional submarkets are not included in these totals.

The Central submarket has seen a large increase in housing production after recovering from the 2008 recession. The Central submarket saw both the fastest housing recovery post-recession as well as seeing new housing production at rates both higher than other submarkets and higher than the previous 2002–2008 period of economic expansion. During the post-recession market recovery, the Central submarket began shifting toward more dense multifamily development in response to previous plans and policies. In 2022, the Central submarket delivered over 9,200 housing units, substantially more than its pre-2008 recession peak year.

The North submarket has returned to pre-recession levels of housing production, but new housing development is not occurring at rates that reflect rapid population growth in the submarket. The submarket had a record year in 2018, delivering just over 5,300 units. In 2022, over 4,000 units were built, similar to its early 2000s pace. While single-unit development continues to make up the largest share of new housing, there has been a notable increase of new multifamily units that make up a larger share of new production than in the pre-2008 economic cycle.

The North Central submarket appears to have struggled to fully recover post-recession compared to other submarkets. Housing production remained slow, with just under 3,000

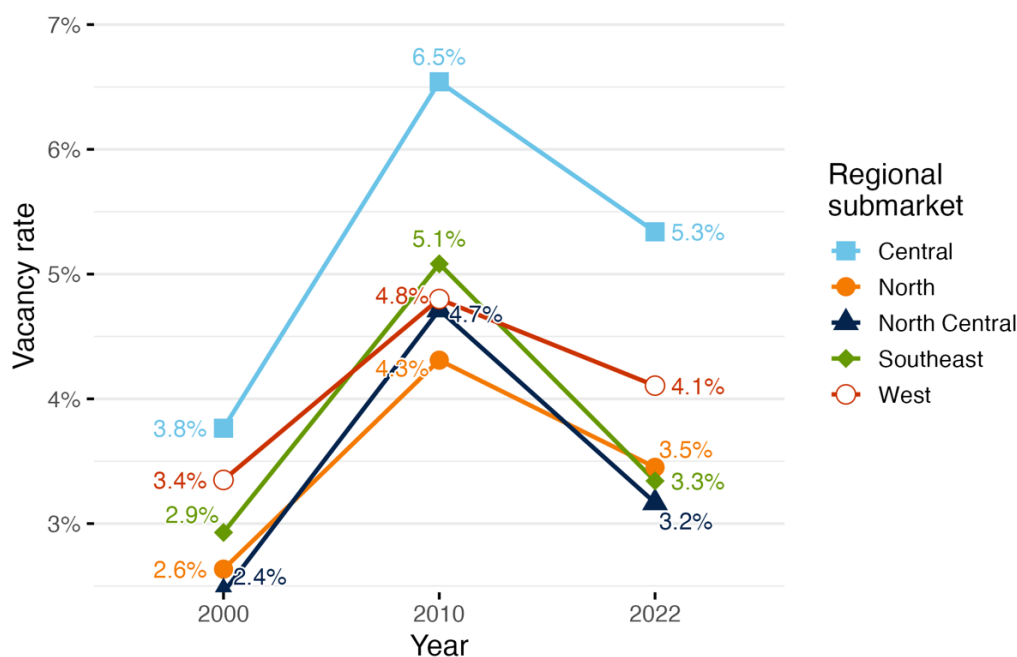
units delivered in 2022, well below its pre-recession peaks and not in line with observed population growth, which can lead to housing pressures in the submarket.

The Southeast submarket has recovered to its pre-recession housing production levels, especially over the last few years. The submarket saw a record production year in 2021 with over 9,100 housing units permitted, and another 6,500 units in 2022. The Southwest submarket also saw a large increase in the share of multifamily production in 2021 and 2022.

The West submarket's production pace stayed relatively flat over the past decade. Fewer than 2,000 housing units were permitted between 2000 and 2020, which contributes to both limited housing availability and relatively slow population growth that has occurred in many of these smaller communities across the foothills.

Differences in housing production are partially reflected in the different rates of housing vacancy across the submarkets, as shown in Exhibit 17.

**Exhibit 17. Vacancy trends by regional submarket, 2000–2022**



Source: Decennial Census 2000, 2010, ACS 5-year 2022

Source: ECONorthwest analysis of U.S. Census Bureau Decennial Census 2000, 2010; American Community Survey 5-year 2022 estimates.

The North Central, Southeast, and Northern submarkets currently have the lowest vacancy rates for both ownership and rental housing in the region, indicating constrained housing markets as shown in Exhibit 17. The Central submarket indicates vacancies are slightly higher than other submarkets likely due to higher rates of recent multifamily development that has led to absorption periods for a larger volume of new units. The West submarket

has seen relatively stable vacancy rates since 2000 due to relatively slow changing housing stock given the less urban character of communities in the submarket.





## 4. Systemic barriers to meeting housing needs

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Two key challenges in meeting the Denver region's housing needs include building housing that supports the diversity of housing needs across all income levels and household types and ensuring that diverse housing options exist across the region's submarkets. When looking at the region as a whole, the production of market-rate housing has kept better pace with the demand from higher income households. This level of production needs to be sustained to continue meeting projected needs, and should be more evenly distributed across communities to create more opportunity for residents to make choices based on their needs and preferences. At the same time, the region will need to significantly increase the production of affordable housing, especially for the lowest income households to meet the scale of existing and future needs.

» This chapter summarizes the varied and intersecting barriers to producing more housing overall and more diverse types of housing in the region.

The barriers to meeting housing needs described in this report were identified by regional stakeholders including, local government staff, representatives from lending and investment institutions, developers, professional associations, state and regional agencies, consultants, as well as infrastructure/utility providers and advocacy and service organizations. The barriers to producing more housing—and at a higher rate than past trends—are varied, operate at multiple levels, and interact in complex ways. These obstacles are not uniform across the region; they vary significantly depending on the unique characteristics of each geographic location and evolve over time in response to changing circumstances. Typically, it is the combination and intersection of these barriers that hinders housing projects—especially those affordable at low and moderate incomes—either by preventing them from moving forward altogether or by resulting in the development of fewer units than what might be allowed or desired under current conditions.

The categories discussed below highlight key issues that affect how and how much housing is built in the region. Appendix D contains a more detailed discussion of each category and examples of how these barriers are experienced in communities across the Denver region.

### Land use and zoning

Land use refers to the way in which land is utilized and managed, including how land should be allocated for various purposes, such as residential, commercial, industrial, agricultural, recreational, or conservation areas. Land use planning provides a vision for



future development within neighborhoods, districts, towns, cities, counties, regions or other defined planning areas. Local jurisdictions play a crucial role in determining the balance of land uses within their boundaries through comprehensive plans, zoning ordinances, and development standards. They aim to ensure that the allocation of land aligns with the community's vision, goals, and priorities while considering factors such as economic development, environmental sustainability, and quality of life.

Zoning regulates local land use by establishing guidelines and restrictions used to control and guide property development in various areas within cities, towns, and counties. Communities are divided into districts or zones, each with specific regulations governing allowed uses, building size, dimensional requirements, density, parking, and other development standards.

Land use and zoning barriers include:

- » **Zoning that supports a narrow range of housing types** limits the land available for more housing production and options.
- » **Open space and off-street parking requirements** limit housing production by making many types of housing infeasible in many locations.
- » **Exclusively commercial zones** also reduce the land available for more housing production.
- » **Permitting and procedures** reduce housing production feasibility through greater costs including additional time, other delays, uncertainty, and risk.
- » Where local regulation-based **incentives are not matched to needed housing types**, the value of such incentives are not able to make up for additional costs needed to increase housing production and options.

## Infrastructure

Infrastructure refers to the fundamental facilities and services that support a community's development and operation. In the context of housing, key infrastructure includes transportation networks such as roads, public transit, sidewalks, and bikeways; water and sewer systems; stormwater management systems for collecting and treating runoff; energy sources such as electricity and natural gas; and community facilities such as schools and parks. The costs and construction of new infrastructure are often shared between the private and public sectors where private developers install infrastructure related to their projects and public sector agencies provide and maintain larger, off-site infrastructure systems, funded through taxes, user fees, and impact fees charged to developers. However, over time, the roles of the private and public sectors in providing and funding infrastructure projects have become more blurred due to funding challenges. Increasingly, private developers are required to contribute more to off-site infrastructure improvements, while public agencies



need to explore innovative partnerships and financing mechanisms to deliver and maintain necessary facilities and services.

Infrastructure barriers include:

- » **Limited infrastructure funding** leads to a heavy reliance on user fees, potentially burdening existing residents. Additionally, jurisdictions face the risk of taking on burdensome bond obligations, so they often delegate infrastructure development to developer-led special districts.
- » **Limited capacity of existing systems** may require developers to facilitate upgrades themselves. These added costs can make housing projects less financially feasible, especially for affordable housing, resulting in less housing production, fewer units in the projects that do move forward, or a focus on higher-priced housing units that can absorb these additional costs.
- » The presence of **multiple service providers** within a single jurisdiction complicates efforts to coordinate and potentially reduce or waive development fees.
- » **Access to opportunity** presents a dual challenge in housing development. Areas that are destination-rich, compact, walkable, and well-served by existing transit typically have higher land costs, making development more expensive. Communities along historically underinvested corridors have concerns about the loss of more affordable housing options when the real estate market responds to regional transit improvements.

## Development costs and market factors

The most important factor determining whether and what kind of housing gets built in our communities is financial feasibility. Both for-profit and nonprofit developers need the expected revenues of a finished project to at least cover the cost of repaying loans, providing a return on any investor equity, and covering their staffing and operational expenses. Local policies contribute to total project costs—regulations governing the size, unit density, materials and other design factors all affect a project budget. At the same time, broader market conditions influence the basic costs of development in ways that can make housing more expensive or less likely to be built.

Development costs and market barriers include:

- » **Rising interest rates and insurance costs** affect housing development by slowing down development activity across all housing types, particularly affordable housing projects.
- » **Elevated land values** may discourage public agencies from providing their holdings to support housing production due to their limited revenue options.
- » Securing adequate **water supply** often incurs costs beyond just the infrastructure needed for delivery, further increasing development expenses.



- » The construction industry faces a **labor shortage**, stemming from employment levels that have not fully recovered since the Great Recession, further exacerbated by high housing costs and the cyclical nature of Colorado's development industry.
- » **Construction defect liability laws** have discouraged developers from building dense ownership housing, particularly condominiums.

## Funding and finance

The terms "funding" and "financing" are often used interchangeably, but there is an important difference between the two. Funding describes the ultimate sources of money to pay for development costs and generally comes from private developers (for-profit or nonprofit) and investors or public sector partners (whether from local revenue sources, state funds, or federal funds). For affordable housing especially, the limited amount of funding available from all sources is the primary challenge to ramping up construction and preserving the affordable housing that already exists.

Financing describes mechanisms to distribute funding, such as loans, grants, and equity investments (among others). The features and requirements of different financing tools have implications for development costs, and some tools are better suited—or restricted, as in the case of tax credits—to certain kinds of development. Even jurisdictions that have limited sources of funding may be able to adjust how they finance development in order to better leverage funds to meet housing production needs.

Funding and finance barriers include:

- » There's an over-reliance **on limited federal resources** for affordable housing development, with annual applications for federal tax credits in the state consistently exceeding the available supply.
- » The **lack of a dedicated source of regional gap funding** creates challenges for projects that often face delays or even cancellation due to the time-consuming and complex process of assembling gap funding from multiple sources.
- » **Local incentive programs** (e.g., voluntary inclusionary zoning) designed to boost affordable housing production often fall short of their intended goals.
- » **Existing funding programs** for affordable housing development often favor larger-scale projects with experienced developers because of perceived lower risk, putting smaller communities at a disadvantage.

## Community consensus and collective action

Beyond official rules, processes, and market factors, community consensus and collective action play crucial roles in shaping the local and regional housing landscape. The commitment of key stakeholders and elected officials is essential for enacting policies and



allocating resources that support housing development. A lack of commitment or consensus can derail even well-intended efforts to meet housing needs. Similarly, collective action by community members and advocacy groups can either push housing initiatives forward or oppose development. Community consensus and collective action barriers include:

- » **Local resistance to new housing development**, particularly affordable housing and diverse housing types, poses a significant barrier to addressing housing needs.
- » The **lack of consistent local data** hinders a comprehensive understanding of housing needs across different jurisdictions.
- » **Colorado's state tax policy**, particularly the Taxpayer Bill of Rights (TABOR), significantly constrains the government's ability to generate revenue that keeps pace with population growth and demographic changes. This often limits the capacity of government to fund housing initiatives and related services.

## Interplay of barriers to building housing

Organizing barriers into key groups can help inform development of a future regional housing strategy with a framework that addresses both the broad issues and the on-the-ground experiences in the region. The interplay between factors such as market conditions, the regulatory environment, infrastructure availability, community context, and financial resources can lead to unintended outcomes. For example, land use and zoning barriers may create mismatches between areas with access to needed infrastructure, land prices or market demand to support feasible construction of more housing. Such interplay limits location flexibility and choices for the development of more housing and more housing options, affecting many sectors' ability to meet regional housing needs. Solutions to address these barriers will need to be multifaceted, well-researched, and comprehensive.



# 5. Moving toward a regional strategy

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Addressing a regional issue requires regional partnership. Many stakeholders in the region, including DRCOG's member governments, have long identified the need for coordinating regional housing efforts to address the overall housing supply and affordability challenges. Local communities often struggle with access to consistent, reliable, and granular data for understanding demographic and housing trends that can establish a baseline to inform strategic and effective housing policy. Some communities may also lack the technical expertise and/or staff capacity to maintain regular coordination between neighboring jurisdictions that is necessary to meaningfully address housing affordability.

» This chapter outlines a framework for developing a regional housing strategy to address the housing needs and challenges identified in the Regional Housing Needs Assessment.

With a long history of regional planning and coordination, DRCOG is well positioned to convene diverse partners through the development of a regional strategy. A regional housing strategy will align efforts across the region and identify collective actions to address housing supply and affordability. DRCOG has collaborated with stakeholders and partners, including the Advisory Group, to develop a framework, described below, that will serve as the foundation for creating a regional housing strategy.

## Components of a regional strategy

A regional strategy is intended to foster shared understanding, collaboration, and actions to help jurisdictions make progress toward addressing the region's housing needs. The housing strategy will aim to address the region's current and future housing needs outlined in this report while better coordinating housing and transportation. The framework offers preliminary purpose and vision, guiding principles, and focus areas to kickstart the process of developing a regional strategy led by DRCOG, in partnership with member jurisdictions, and other stakeholders.

### Purpose and vision

Defining statements of purpose and vision help orient the strategy toward achieving broader goals for regional collaboration beyond the specific outcomes related to meeting housing needs. This preliminary vision builds on DRCOG's mission as a regional planning organization and its relationship with member jurisdictions.



- ◆ Support and further Metro Vision and the 2050 Metro Vision Regional Transportation Plan.
- ◆ Develop a consistent, data-informed, and equity-centered approach to analyzing and responding to housing needs while coordinating with the current and planned transportation system.
- ◆ Foster a culture of shared responsibility for addressing housing needs.
- ◆ Build consensus around a shared framework for action.
- ◆ Increase capacity within local communities to advance housing strategies and respond to evolving needs.
- ◆ Build a region that is more resilient, inclusive and equitable.

## Guiding principles

The following principles offer guidance for how a regional housing strategy can focus efforts and encourage coordinated action that accommodates a variety of partners. To achieve those ends, a regional housing strategy should:

- » Align with the region’s **equity** vision for communities that offer access to opportunity and meet the needs of all races, ages, incomes, and abilities.
- » Be **data-informed**, grounded in a **shared understanding** of the region’s diverse housing needs.
- » Ensure **flexibility** in responding to the contexts of communities across the region.
- » Be **comprehensive** in addressing the barriers to more housing and more diverse types.
- » Reflect the unique roles and authorities of each sector while facilitating **collaboration** and **shared accountability**.
- » Identify resource requirements to ensure **actionable plans** and deliver **desired outcomes**.
- » Balance **near-term results with long-term resilience** to meet housing needs under varied economic conditions.

## Focus areas and intended outcomes

Clearly articulated outcomes are an essential component of a regional housing strategy. Organizing outcomes around the identified barriers to housing production in the Denver region clarifies how specific actions and interventions can directly address challenges and contribute to overall housing goals.

**Exhibit 18. Example outcomes of a regional strategy, by focus area**

Focus area	Intended outcomes
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<b>Land Use, Zoning &amp; Regulatory Processes</b>	Increased housing supply aligned with regional and local needs (by household size, income, location, and preferences).
<b>Infrastructure</b>	Better alignment between housing development and infrastructure availability, condition and capacity.
<b>Development Costs &amp; Market Factors</b>	Construction of more—and more diverse and affordable—housing options.
<b>Funding &amp; Capacity</b>	Expanded and sustained affordable housing and preservation efforts.
<b>Community Consensus &amp; Collective Action</b>	Improved policy alignment, resource leveraging, and broad support for addressing shared housing needs.

## Implementation considerations

Additional factors related to implementation will be critical to define through the strategy development process. These include:

- ◆ **Roles and Responsibilities:** For each intervention, outlining the sector or specific actors best positioned to lead, those who will play supportive or complementary roles, and identifying DRCOG’s role will set the stage for coordinated action.
- ◆ **Costs and Timeline:** Estimating the scale of investment, sources of funding, and time required for implementation will help jurisdictions prioritize and sequence actions to meet their local needs.
- ◆ **Impact:** Given the diversity of barriers and issues the regional housing strategy aims to address, it may be valuable to characterize the impact of specific interventions, whether it directly results in additional housing unit, is focused on a specific segment of housing need (such as low-income or older adult housing) or contributes to capacity-building among jurisdictions or partners.

## What is DRCOG’s role?

Given DRCOG’s broad reach and role in shaping regional development, it is uniquely positioned to coordinate regional housing needs and strategy, particularly because of its formal planning roles in regional transportation and growth, its ability and role in regional population forecasting, and collection of growth and permit data. Engagement conducted among a broad segment of member governments, housing developers, public agencies, community-based organizations, policy organizations and service providers suggests that DRCOG can build on these existing roles and strengths as the region moves toward





developing a housing strategy and taking a more coordinated, collaborative approach to addressing housing needs on a regional level than ever before.

DRCOG is recognized as a valuable partner in ways that can be leveraged for regional housing work:

- ◆ **Convening and facilitation:** DRCOG has been an effective and trusted convener of diverse stakeholders on issues of regional planning and policy that can facilitate greater resource alignment and partnerships.
- ◆ **Data collection and analysis:** DRCOG is seen as an important source for comprehensive, standardized data for jurisdictions and other stakeholders across the region.
- ◆ **Technical assistance:** DRCOG has a record of providing technical assistance to member governments that supplements and extends their local capacities.
- ◆ **Education:** DRCOG's current role in sharing information and providing education on regional issues can be leveraged to share best practice strategies on implementation at the local level.

Participants identified additional roles DRCOG could step into or expand from its current activities:

- ◆ **Policy alignment:** DRCOG could be a voice for the region at the state level to help ensure that new legislation and policies related to housing are aligned with other programs and priorities (e.g., transportation investments, climate planning) and are designed and funded for effective implementation.
- ◆ **Funding coordination:** DRCOG has been successful in setting the regional agenda for transportation planning and directing investments in line with those goals. A greater role with understanding, communicating and addressing regionwide housing needs could provide an additional new lens through which to evaluate and consider regional transportation system investments as well as housing-transportation coordination strategies.

## How DRCOG plans to move forward

DRCOG will continue to engage member governments and other regional partners and stakeholders in a robust and collaborative process to craft a regional housing strategy starting in late 2024. This process will involve working closely with local communities, housing providers, advocates, and other key stakeholders to build on the shared vision and guiding principles outlines in this report and develop an actionable strategy for addressing the region's housing needs.

A critical component of developing the regional housing strategy will be conducting extensive community engagement to gather input and insights from a wide range of perspectives. DRCOG recognizes that meaningful community engagement is essential for



crafting effective solutions that are responsive to the diverse needs and priorities across the Denver region. This engagement will aim to build broader awareness of regional housing challenges, identify local concerns and opportunities, and foster buy-in and collective ownership of the resulting strategy.

The regional housing strategy will serve as an important tool for integrating regional housing priorities into DRCOG's other major planning initiatives. DRCOG will utilize the housing strategy to guide updates to Metro Vision and the Metro Vision Regional Transportation Plan. By aligning these plans with the housing strategy, DRCOG can ensure a more comprehensive and coordinated approach to addressing the region's housing needs in the context of transportation investments and other regional priorities. By working collaboratively to develop a comprehensive regional housing strategy and integrate it with other key planning efforts, DRCOG and its partners can take a significant step toward fostering more equitable, resilient, and livable communities for all residents of the Denver region.



# An Act

SENATE BILL 24-174

BY SENATOR(S) Kirkmeyer and Zenzinger, Bridges, Baisley, Gardner, Ginal, Liston, Lundeen, Pelton B., Pelton R., Rich, Simpson, Smallwood, Will, Buckner, Coleman, Exum, Gonzales, Hansen, Marchman, Michaelson Jenet, Mullica, Priola, Roberts;  
also REPRESENTATIVE(S) Bird and Pugliese, Armagost, Bradfield, Evans, Frizell, Lynch, Taggart, Weinberg, Wilson, Winter T., Amabile, Bacon, Boesenecker, Brown, Clifford, Daugherty, Duran, English, Jodeh, Joseph, Lindsay, Lukens, Martinez, Marvin, Mauro, McCormick, McLachlan, Sirota, Snyder, Story, Titone, Valdez, Velasco, Weissman, Willford, Young, McCluskie.

CONCERNING STATE SUPPORT FOR SUSTAINABLE AFFORDABLE HOUSING,  
AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** In Colorado Revised Statutes, **add** part 37 to article 32 of title 24 as follows:

## PART 37 HOUSING NEEDS PLANNING

**24-32-3701. Definitions.** AS USED IN THIS PART 37, UNLESS THE

CONTEXT OTHERWISE REQUIRES:

(1) "ACCESSIBLE HOUSING" OR "ACCESSIBLE UNIT" MEANS HOUSING THAT SATISFIES THE REQUIREMENTS OF THE FEDERAL "FAIR HOUSING ACT", 42 U.S.C. SEC. 3601 ET SEQ., AS AMENDED, AND INCORPORATES UNIVERSAL DESIGN.

(2) "DEPARTMENT" MEANS THE DEPARTMENT OF LOCAL AFFAIRS.

(3) "DIRECTOR" MEANS THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF LOCAL AFFAIRS.

(4) "DISPLACEMENT" MEANS:

(a) THE INVOLUNTARY RELOCATION OF RESIDENTS, PARTICULARLY LOW-INCOME RESIDENTS, OR LOCALLY OWNED COMMUNITY SERVING BUSINESSES AND INSTITUTIONS DUE TO:

(I) INCREASED REAL ESTATE PRICES OR RENTS, PROPERTY REHABILITATION, REDEVELOPMENT, DEMOLITION, OR OTHER ECONOMIC FACTORS;

(II) PHYSICAL CONDITIONS RESULTING FROM NEGLECT AND UNDERINVESTMENT THAT RENDER A RESIDENCE UNINHABITABLE; OR

(III) PHYSICAL DISPLACEMENT WHEREIN EXISTING HOUSING UNITS AND COMMERCIAL SPACES ARE LOST DUE TO PROPERTY REHABILITATION, REDEVELOPMENT, OR DEMOLITION; OR

(b) INDIRECT DISPLACEMENT RESULTING FROM CHANGES IN NEIGHBORHOOD POPULATION, IF, WHEN LOW-INCOME HOUSEHOLDS MOVE OUT OF HOUSING UNITS, THOSE SAME HOUSING UNITS DO NOT REMAIN AFFORDABLE TO OTHER LOW-INCOME HOUSEHOLDS IN THE NEIGHBORHOOD, OR DEMOGRAPHIC CHANGES THAT REFLECT THE RELOCATION OF EXISTING RESIDENTS FOLLOWING WIDESPREAD RELOCATION OF THEIR COMMUNITY AND COMMUNITY SERVING ENTITIES.

(5) "DIVISION OF LOCAL GOVERNMENT" MEANS THE DIVISION OF LOCAL GOVERNMENT IN THE DEPARTMENT OF LOCAL AFFAIRS CREATED IN SECTION 24-32-103.

PAGE 2-SENATE BILL 24-174

(6) "DWELLING UNIT" MEANS A SINGLE UNIT PROVIDING COMPLETE INDEPENDENT LIVING FACILITIES FOR ONE OR MORE INDIVIDUALS, INCLUDING PERMANENT PROVISIONS FOR COOKING, EATING, LIVING, SANITATION, AND SLEEPING.

(7) "LOCAL GOVERNMENT" MEANS A HOME RULE, TERRITORIAL, OR STATUTORY COUNTY, CITY AND COUNTY, CITY, OR TOWN.

(8) "MAJOR TRANSIT STOP" MEANS A STATION FOR BOARDING AND EXITING GENERAL PUBLIC PASSENGER RAIL, INCLUDING COMMUTER RAIL AND LIGHT RAIL, OR A STOP ON A BUS ROUTE WITH A SERVICE FREQUENCY OF FIFTEEN MINUTES OR LESS FOR EIGHT HOURS OR MORE ON WEEKDAYS, EXCLUDING SEASONAL SERVICE.

(9) "MULTIFAMILY RESIDENTIAL HOUSING" MEANS A BUILDING OR GROUP OF BUILDINGS ON A LOT WITH FIVE OR MORE SEPARATE DWELLING UNITS.

(10) "NEIGHBORHOOD CENTER" MEANS AN AREA THAT MEETS THE FOLLOWING CRITERIA:

(a) ALLOWS A REASONABLE NET HOUSING DENSITY WITHIN ZONING THAT SUPPORTS MIXED-USE PEDESTRIAN-ORIENTED NEIGHBORHOODS, THE DEVELOPMENT OF REGULATED AFFORDABLE HOUSING, AND INCREASED PUBLIC TRANSIT RIDERSHIP, AS APPLICABLE;

(b) USES AN EFFICIENT DEVELOPMENT REVIEW PROCESS FOR MULTIFAMILY RESIDENTIAL DEVELOPMENT ON PARCELS IN THE AREA THAT ARE NO LARGER THAN A SIZE DETERMINED BY THE DEPARTMENT; AND

(c) INCLUDES ASPECTS OF MIXED-USE PEDESTRIAN-ORIENTED NEIGHBORHOODS, AS DETERMINED BY CRITERIA ESTABLISHED BY THE DEPARTMENT.

(11) "PUBLIC FACILITIES" MEANS PUBLIC STREETS, ROADS, HIGHWAYS, SIDEWALKS, STREET- AND ROAD-LIGHTING SYSTEMS, TRAFFIC SIGNALS, DOMESTIC WATER SYSTEMS, STORM AND SANITARY SEWER SYSTEMS, PARKS AND RECREATIONAL FACILITIES, BUILDINGS USED IN THE PROVISION OF PUBLIC SERVICES, AND SCHOOLS.

(12) "PUBLIC SERVICES" MEANS FIRE PROTECTION AND SUPPRESSION, LAW ENFORCEMENT, PUBLIC HEALTH, EDUCATION, RECREATION, ENVIRONMENTAL PROTECTION, STORMWATER MANAGEMENT, WASTEWATER MANAGEMENT, PUBLIC TRANSPORTATION, PUBLIC INFRASTRUCTURE MAINTENANCE, WATER, SOCIAL SERVICES, AND OTHER SERVICES TRADITIONALLY PROVIDED BY GOVERNMENT.

(13) "REGION" OR "REGIONAL" MEANS A DEFINED GEOGRAPHIC AREA CONSISTING OF TERRITORY FROM MORE THAN ONE LOCAL GOVERNMENT WITH A SUBSTANTIAL INTERCONNECTION IN COMMUTING PATTERNS, ECONOMY, WORKFORCE, TRANSPORTATION AND TRANSIT SYSTEMS, PUBLIC SERVICES, COMMUNITIES OF INTEREST, OR OTHER FACTORS RELATED TO POPULATION AND HOUSING.

(14) "REGIONAL ENTITY" MEANS A COUNCIL OF GOVERNMENTS, A PUBLIC ENTITY FORMED BY THE VOLUNTARY AGREEMENT OF LOCAL GOVERNMENTS IN THE REGION, OR A REGIONAL PLANNING COMMISSION.

(15) "REGULATED AFFORDABLE HOUSING" MEANS AFFORDABLE HOUSING THAT:

(a) HAS RECEIVED LOANS, GRANTS, EQUITY, BONDS, OR TAX CREDITS FROM ANY SOURCE TO SUPPORT THE CREATION, PRESERVATION, OR REHABILITATION OF AFFORDABLE HOUSING THAT, AS A CONDITION OF FUNDING, ENCUMBERS THE PROPERTY WITH A RESTRICTED USE COVENANT OR SIMILAR RECORDED AGREEMENT TO ENSURE AFFORDABILITY, OR HAS BEEN INCOME-RESTRICTED UNDER A LOCAL INCLUSIONARY ZONING ORDINANCE OR OTHER REGULATION OR PROGRAM;

(b) RESTRICTS OR LIMITS MAXIMUM RENTAL OR SALE PRICE FOR HOUSEHOLDS OF A GIVEN SIZE AT A GIVEN AREA MEDIAN INCOME, AS ESTABLISHED ANNUALLY BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND

(c) ENSURES OCCUPANCY BY LOW- TO MODERATE-INCOME HOUSEHOLDS FOR A SPECIFIED PERIOD DETAILED IN A RESTRICTIVE USE COVENANT OR SIMILAR RECORDED AGREEMENT.

(16) "SINGLE-UNIT DETACHED DWELLING" MEANS A DETACHED BUILDING WITH A SINGLE DWELLING UNIT LOCATED ON A SINGLE LOT.

(17) "SUPPORTIVE HOUSING" OR "SUPPORTIVE UNIT" MEANS A COMBINATION OF HOUSING AND SERVICES INTENDED AS A COST-EFFECTIVE WAY TO HELP PEOPLE LIVE MORE STABLE, PRODUCTIVE LIVES, AND TYPICALLY COMBINES AFFORDABLE HOUSING WITH INTENSIVE COORDINATED SERVICES TO HELP PEOPLE MAINTAIN STABLE HOUSING AND RECEIVE APPROPRIATE HEALTH CARE.

(18) "UNIVERSAL DESIGN" MEANS ANY DWELLING UNIT DESIGNED AND CONSTRUCTED TO BE SAFE AND ACCESSIBLE FOR ANY INDIVIDUAL REGARDLESS OF AGE OR ABILITIES.

(19) "VISITABLE HOUSING" OR "VISITABLE UNIT" MEANS A DWELLING UNIT THAT A PERSON WITH A DISABILITY CAN ENTER, MOVE AROUND THE PRIMARY ENTRANCE FLOOR OF, AND USE THE BATHROOM IN.

**24-32-3702. Housing needs assessment methodology - statewide housing needs assessment - displacement risk guidance.** (1) (a) NO LATER THAN DECEMBER 31, 2024, THE DIRECTOR SHALL DEVELOP REASONABLE METHODOLOGIES FOR CONDUCTING STATEWIDE, REGIONAL, AND LOCAL HOUSING NEEDS ASSESSMENTS. THE METHODOLOGIES DESCRIBED IN THIS SUBSECTION (1)(a) MUST ESTABLISH BASELINE STANDARDS THAT SEEK TO PRODUCE ACCURATE DATA FOR INTERNAL STATE AGENCY PLANNING AND GRANT PROGRAMS AND EFFICIENTLY PROCURE DATA FOR USE BY REGIONS AND LOCAL GOVERNMENTS FOR PLANNING PURPOSES, BUT MUST ALSO BE DESIGNED TO MINIMIZE THE FISCAL BURDEN ON LOCAL GOVERNMENTS AND REGIONAL ENTITIES CONDUCTING HOUSING NEEDS ASSESSMENTS. IN DEVELOPING THE METHODOLOGIES AND GUIDANCE DESCRIBED IN THIS SECTION, THE DIRECTOR SHALL CONSULT WITH LOCAL GOVERNMENTS AND EXPERTS IN PLANNING AND ZONING, AFFORDABLE HOUSING, DISABILITY RIGHTS, HOMELESSNESS RESOLUTION AND PREVENTION, TENANTS' RIGHTS, EXPERTS WITH DEMONSTRATED EXPERIENCE IN CONDUCTING HIGH-QUALITY HOUSING NEEDS ASSESSMENTS AND ENGAGEMENT OF UNDERREPRESENTED COMMUNITIES, AND OTHER FIELDS FOCUSED ON HOUSING NEEDS PLANNING. PRIOR TO FINALIZING THE ASSESSMENT METHODOLOGY AND DISPLACEMENT RISK MITIGATION STRATEGIES DIRECTORY CREATED PURSUANT TO SECTION 24-32-3706 (4), THE DIVISION OF LOCAL GOVERNMENT SHALL ENGAGE IN TARGETED OUTREACH WITH FOCUS GROUPS FOR HISTORICALLY UNDERCONSULTED AND DISPROPORTIONATELY IMPACTED STAKEHOLDERS, RESIDENTS, AND BUSINESSES TO IDENTIFY THE PRIMARY REASONS FOR DISPLACEMENT

INCLUDED AMONG THOSE IDENTIFIED IN SECTION 24-32-3701 (4).

(b) NO LATER THAN NOVEMBER 30, 2027, AND EVERY SIX YEARS THEREAFTER, THE DIRECTOR SHALL CONDUCT A STATEWIDE HOUSING NEEDS ASSESSMENT THAT ANALYZES EXISTING AND FUTURE STATEWIDE HOUSING NEEDS. THE DIRECTOR SHALL PUBLISH A REPORT BASED ON THE STATEWIDE HOUSING NEEDS ASSESSMENT AND REGIONAL AND LOCAL HOUSING NEEDS ASSESSMENTS ACCEPTED BY THE DEPARTMENT PURSUANT TO SECTION 24-32-3703 (3) OR 24-32-3704 (3) THAT IDENTIFIES CURRENT HOUSING STOCK AND ESTIMATES THE NUMBER AND TYPE OF DWELLING UNITS NEEDED TO ACCOMMODATE FUTURE HOUSING NEEDS OF THE STATE BASED ON POPULATION CHANGE PROJECTIONS. THE REPORT SHALL CATEGORIZE STATEWIDE HOUSING NEEDS BY HOUSEHOLD SIZE; HOUSEHOLD TYPE, INCLUDING ACCESSIBLE, VISITABLE, SUPPORTIVE, FOR-SALE, AND RENTAL HOUSING; AND INCOME LEVELS, INCLUDING EXTREMELY LOW-, VERY LOW-, LOW-, MODERATE-, AND MIDDLE-INCOME HOUSEHOLDS AS DESIGNATED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

(c) THE METHODOLOGY FOR CONDUCTING A REGIONAL HOUSING NEEDS ASSESSMENT MUST INCLUDE METHODS FOR A REGIONAL ENTITY TO:

(I) ESTIMATE EXISTING HOUSING STOCK IN THE REGION AND IN EACH LOCAL JURISDICTION THAT FORMS THE REGION;

(II) ESTIMATE HOUSING NEEDS IN THE REGION AND EACH LOCAL GOVERNMENT'S JURISDICTION THAT FORMS THE REGION, SORTED BY INCOME LEVEL AND DWELLING TYPE, INCLUDING ACCESSIBLE UNITS, SUPPORTIVE UNITS, FOR-SALE UNITS, AND RENTAL UNITS;

(III) ESTIMATE THE NUMBER OF HOUSEHOLDS IN THE REGION AND EACH LOCAL GOVERNMENT'S JURISDICTION THAT FORMS THE REGION;

(IV) ESTIMATE THE NUMBER OF JOBS IN THE REGION AND EACH LOCAL GOVERNMENT'S JURISDICTION THAT FORMS THE REGION, SORTED BY ANNUAL SALARY AND WAGE;

(V) ESTIMATE AN ALLOCATION OF HOUSING NEEDS IDENTIFIED IN SUBSECTION (1)(c)(II) OF THIS SECTION TO EACH LOCAL GOVERNMENT IN THE REGION OR CONTRIBUTING TO HOUSING NEEDS IN THE REGION BASED ON THE NUMBER OF JOBS AND EACH LOCAL GOVERNMENT'S DEPENDENCE ON



JOBS IN THE REGION, AMONG OTHER FACTORS, TO PROMOTE A BALANCE OF JOBS AT ALL SALARY LEVELS AND HOMES AFFORDABLE TO PERSONS IN THE REGION HOLDING JOBS AT ALL INCOME LEVELS IN THE REGION;

(VI) IDENTIFY AREAS AT ELEVATED RISK OF DISPLACEMENT IN THE REGION AND EACH LOCAL GOVERNMENT'S JURISDICTION THAT FORMS THE REGION;

(VII) ESTIMATE THE WATER SUPPLY NEEDS FOR THE DWELLING UNITS IDENTIFIED IN SUBSECTIONS (1)(c)(I) AND (1)(c)(II) OF THIS SECTION USING PER CAPITA WATER USE RATES IDENTIFIED IN CONSULTATION WITH THE DEPARTMENT OF NATURAL RESOURCES; AND

(VIII) ASSESS MARKET LIMITATIONS ON THE DEVELOPMENT OF FOR-SALE MULTIFAMILY RESIDENTIAL HOUSING IN THE REGION.

(d) THE METHODOLOGY FOR CONDUCTING A LOCAL HOUSING NEEDS ASSESSMENT MUST INCLUDE METHODS AND ACCEPTABLE PUBLICLY AVAILABLE DATA SOURCES FOR A LOCAL GOVERNMENT TO:

(I) ESTIMATE EXISTING HOUSING STOCK IN THE LOCAL GOVERNMENT'S JURISDICTION;

(II) ESTIMATE HOUSING NEEDS WITHIN THE LOCAL GOVERNMENT'S JURISDICTION, SORTED BY INCOME LEVEL AND DWELLING TYPE, INCLUDING ACCESSIBLE UNITS, VISITABLE UNITS, SUPPORTIVE UNITS, FOR-SALE UNITS, AND RENTAL UNITS;

(III) ESTIMATE THE NUMBER OF HOUSEHOLDS IN THE LOCAL GOVERNMENT'S JURISDICTION;

(IV) ESTIMATE THE NUMBER OF JOBS IN THE LOCAL GOVERNMENT'S JURISDICTION SORTED BY ANNUAL SALARY AND WAGE;

(V) INCORPORATE A PORTION OF HOUSING NEEDS IDENTIFIED IN ANY APPLICABLE STATE AND REGIONAL HOUSING NEEDS ASSESSMENT FOR THE LOCAL GOVERNMENT, AS APPROPRIATE, BASED ON THE NUMBER OF JOBS AND EACH LOCAL GOVERNMENT'S DEPENDENCE ON JOBS IN THE REGION, AMONG OTHER FACTORS, TO PROMOTE A BALANCE OF JOBS AT ALL SALARY LEVELS AND HOMES AFFORDABLE TO PERSONS IN THE REGION HOLDING JOBS AT ALL

INCOME LEVELS;

(VI) IDENTIFY AREAS AT ELEVATED RISK OF DISPLACEMENT IN THE LOCAL GOVERNMENT'S JURISDICTION;

(VII) ESTIMATE WATER SUPPLY NEEDS FOR THE DWELLING UNITS IDENTIFIED IN SUBSECTIONS (1)(d)(I) AND (1)(d)(II) OF THIS SECTION USING PER CAPITA WATER USE RATES IDENTIFIED IN CONSULTATION WITH THE DEPARTMENT OF NATURAL RESOURCES; AND

(VIII) ASSESS MARKET LIMITATIONS ON THE DEVELOPMENT OF HOUSING IN THE LOCAL GOVERNMENT'S JURISDICTION.

(e) THE METHODOLOGIES FOR REGIONAL AND LOCAL HOUSING NEEDS ASSESSMENTS MUST INCLUDE THE FOLLOWING:

(I) A REQUIREMENT THAT HOUSING NEEDS ASSESSMENTS INCLUDE RECOMMENDED POLICY AND PROGRAMMATIC RESPONSES TO THE FINDINGS OF THE HOUSING NEEDS ASSESSMENT, INCLUDING THE ASSESSMENT OF DISPLACEMENT RISK; AND

(II) GUIDANCE REGARDING HOUSING ACTION PLANS CREATED PURSUANT TO SECTION 24-32-3705, INCLUDING THE INCLUSION OF RECOMMENDATIONS FOR HOUSING ACTION PLANS IN HOUSING NEEDS ASSESSMENTS AND THE SEQUENCING OF HOUSING NEEDS ASSESSMENTS AND HOUSING ACTION PLANS.

(2) THE METHODOLOGIES FOR ESTIMATING HOUSING NEEDS IN HOUSING NEEDS ASSESSMENTS MUST BE BASED ON THE FOLLOWING BASELINE COMPONENTS FOR EACH REGION AND LOCAL GOVERNMENT:

(a) EXISTING AND PROJECTED HOUSING SHORTAGES AND SURPLUSES FOR DIFFERENT HOUSEHOLD TYPES AND INCOME LEVELS, INCLUDING EXTREMELY LOW-, VERY LOW-, LOW-, MODERATE-, AND MIDDLE-INCOME HOUSEHOLDS AS DESIGNATED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT;

(b) EXISTING HOUSING DIVERSITY AND STOCK;

(c) CURRENT JOBS BY INCOME LEVEL;

(d) CURRENT MEDIAN INCOME;

(e) POPULATION CHANGE PROJECTIONS, JOB GROWTH PROJECTIONS, AND DEMOGRAPHIC TRENDS FORECASTED BY THE STATE DEMOGRAPHY OFFICE;

(f) POPULATION AND DEMOGRAPHICS;

(g) MEASURES OF LOCAL RESOURCES DEDICATED TO THE DEVELOPMENT OF AFFORDABLE HOUSING;

(h) VACANCY RATES;

(i) MEASURES OF HOMELESSNESS AND HOUSING INSTABILITY; AND

(j) THE JOB-HOUSING BALANCE, INCLUDING THE AVAILABILITY OF HOUSING FOR LOW-INCOME WORKERS.

(3) NO LATER THAN DECEMBER 31, 2024, THE DIRECTOR SHALL DEVELOP GUIDANCE FOR REGIONS AND LOCAL GOVERNMENTS TO CONDUCT A DISPLACEMENT RISK ASSESSMENT. IN DEVELOPING THE GUIDANCE, THE DEPARTMENT SHALL INCLUDE METHODS, WITH VARIATIONS FOR DIFFERENT LOCAL CONTEXTS INCLUDING THE SIZE AND RESOURCE LEVELS OF LOCAL GOVERNMENTS, FOR LOCAL GOVERNMENTS TO USE TO:

(a) GATHER FEEDBACK THROUGH COMMUNITY ENGAGEMENT;

(b) IDENTIFY INFORMATION FROM NEIGHBORHOOD-LEVEL EARLY DISPLACEMENT WARNING AND RESPONSE SYSTEMS OR, IF THOSE SYSTEMS ARE UNAVAILABLE, IDENTIFY THE BEST AVAILABLE LOCAL, REGIONAL, STATE, OR FEDERAL DATA THAT CAN BE ANALYZED TO IDENTIFY RESIDENTS AT ELEVATED DISPLACEMENT RISK, WHICH MAY INCLUDE:

(I) THE PERCENTAGE OF HOUSEHOLDS THAT ARE EXTREMELY LOW-, VERY LOW-, AND LOW-INCOME, AS DESIGNATED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT;

(II) THE PERCENTAGE OF RESIDENTS WHO ARE RENTERS;

(III) THE PERCENTAGE OF COST-BURDENED HOUSEHOLDS, DEFINED

AS HOUSEHOLDS THAT SPEND MORE THAN THIRTY PERCENT OF THE HOUSEHOLD'S INCOME ON HOUSING NEEDS;

(IV) THE NUMBER OF ADULTS WHO ARE TWENTY-FIVE YEARS OF AGE OR OLDER AND HAVE NOT EARNED AT LEAST A HIGH SCHOOL DIPLOMA;

(V) THE PERCENTAGE OF HOUSEHOLDS IN WHICH ENGLISH IS NOT THE PRIMARY SPOKEN LANGUAGE;

(VI) THE NUMBER OF SINGLE HEADS OF HOUSEHOLD WITH CHILDREN UNDER EIGHTEEN YEARS OF AGE;

(VII) DATA REGARDING RENTS OR HOME VALUES THAT ARE INCREASING AT A SUBSTANTIALLY HIGHER RATE THAN ADJACENT NEIGHBORHOODS IN THE REGION OR LOCAL GOVERNMENT'S JURISDICTION;

(VIII) DATA REGARDING NEIGHBORHOODS WITH HIGH VOLUME OF SALES OF OWNER-OCCUPIED OR INVESTOR-OWNED HOUSING;

(IX) DATA REGARDING INCREASED SALES AND USE TAXES GENERATED FROM COMMERCIAL AND RETAIL ACTIVITY;

(X) DATA REGARDING BUSINESS CLOSURES; AND

(XI) THE PERCENTAGE OF HOUSING STOCK BUILT PRIOR TO 1970;

(c) IDENTIFY THE LOCATION OF MANUFACTURED HOME PARKS;

(d) IDENTIFY AREAS THAT QUALIFY AS DISADVANTAGED AS DETERMINED WITH THE CLIMATE AND ECONOMIC JUSTICE SCREENING TOOL DEVELOPED BY THE COUNCIL ON ENVIRONMENTAL QUALITY IN THE OFFICE OF THE PRESIDENT OF THE UNITED STATES; AND

(e) IDENTIFY AREAS THAT WILL EXPERIENCE INCREASED ZONING CAPACITY ON OR AFTER JANUARY 1, 2025.

(4) ANY METHODOLOGY OR GUIDANCE DEVELOPED BY THE DIRECTOR PURSUANT TO THIS SECTION MUST PERMIT THE SUBSTITUTION OF AN ASSESSMENT OF HOUSING NEEDS OR DISPLACEMENT RISK CONDUCTED PURSUANT TO THE REQUIREMENTS OF ANY OTHER FEDERAL OR STATE LAW

OR REGULATION.

**24-32-3703. Local housing needs assessments - procedure - exempt local governments.** (1) (a) NO LATER THAN DECEMBER 31, 2026, EACH LOCAL GOVERNMENT SHALL CONDUCT AND PUBLISH A LOCAL HOUSING NEEDS ASSESSMENT THAT CONFORMS TO THE METHODOLOGY FOR CONDUCTING LOCAL HOUSING NEEDS ASSESSMENTS DEVELOPED BY THE DIRECTOR PURSUANT TO SECTION 24-32-3702 (1)(d) FOR THE TERRITORY COVERED BY THE LOCAL GOVERNMENT'S MASTER PLAN.

(b) A HOUSING NEEDS ASSESSMENT CONDUCTED BY OR ON BEHALF OF A LOCAL GOVERNMENT AFTER JANUARY 1, 2022, QUALIFIES AS HAVING SATISFIED THE REQUIREMENT OF SUBSECTION (1)(a) OF THIS SECTION, IF THE LOCAL GOVERNMENT SUBMITS THE ASSESSMENT TO THE DEPARTMENT NO LATER THAN DECEMBER 31, 2024, AND THE DEPARTMENT DETERMINES THAT THE MOST RECENT VERSION OF THE ASSESSMENT CONFORMS TO THE METHODOLOGY FOR CONDUCTING A REGIONAL HOUSING NEEDS ASSESSMENT OR LOCAL HOUSING NEEDS ASSESSMENT PURSUANT TO SECTION 24-32-3702. THE DEPARTMENT SHALL REVIEW A HOUSING NEEDS ASSESSMENT AND MAKE SUCH A DETERMINATION WITHIN NINETY DAYS OF A LOCAL GOVERNMENT SUBMITTING THE HOUSING NEEDS ASSESSMENT TO THE DEPARTMENT.

(2) BEGINNING ON DECEMBER 31, 2026, A LOCAL GOVERNMENT SHALL COMPLETE A HOUSING NEEDS ASSESSMENT NO LESS OFTEN THAN EVERY SIX YEARS, EXCEPT AS PROVIDED IN THIS SECTION.

(3) UPON CONDUCTING A LOCAL GOVERNMENT HOUSING NEEDS ASSESSMENT PURSUANT TO SUBSECTION (1) OF THIS SECTION, A LOCAL GOVERNMENT'S GOVERNING BODY SHALL CONSIDER THE LOCAL HOUSING NEEDS ASSESSMENT AT A PUBLIC MEETING. WITHIN SIXTY DAYS OF CONSIDERING THE LOCAL HOUSING NEEDS ASSESSMENT AT A PUBLIC MEETING, THE LOCAL GOVERNMENT SHALL SUBMIT THE HOUSING NEEDS ASSESSMENT ALONG WITH ANY COMMENTS OF THE LOCAL GOVERNMENT'S GOVERNING BODY TO THE DEPARTMENT. THE DEPARTMENT SHALL NOT ACCEPT A HOUSING NEEDS ASSESSMENT FROM A LOCAL GOVERNMENT THAT DOES NOT INCLUDE THE ELEMENTS LISTED IN SECTION 24-32-3702 (1)(d)(I) THROUGH (VI) AND DEMONSTRATE CONSIDERATION OF THE BASELINE COMPONENTS LISTED IN SECTION 24-32-3702 (2). THE DEPARTMENT SHALL NOTIFY A LOCAL GOVERNMENT IF IT DOES NOT ACCEPT AN ASSESSMENT. THE DEPARTMENT SHALL POST THE HOUSING NEEDS ASSESSMENT ON ITS WEBSITE

AFTER ACCEPTING THE ASSESSMENT.

(4) A LOCAL GOVERNMENT IS EXEMPT FROM THE REQUIREMENTS OF THIS SECTION IF:

(a) THE LOCAL GOVERNMENT PARTICIPATES IN THE CREATION OF A REGIONAL HOUSING NEEDS ASSESSMENT PURSUANT TO SECTION 24-32-3704 THAT IS UPDATED NO LESS OFTEN THAN EVERY SIX YEARS, PROVIDED THAT, TO BE EXEMPT FROM THE REQUIREMENT TO CONDUCT AND PUBLISH A LOCAL HOUSING NEEDS ASSESSMENT BY DECEMBER 31, 2026, THE REGIONAL HOUSING NEEDS ASSESSMENT MUST BE COMPLETED BY DECEMBER 31, 2026; OR

(b) THE LOCAL GOVERNMENT HAS A POPULATION OF LESS THAN ONE THOUSAND, OR HAS EXPERIENCED A NEGATIVE POPULATION CHANGE OF AT LEAST ONE PERCENT IN THE MOST RECENT DECENNIAL CENSUS, UNLESS THE LOCAL GOVERNMENT RECEIVES FUNDING TO CONDUCT A LOCAL HOUSING NEEDS ASSESSMENT FROM THE DEPARTMENT PURSUANT TO SECTION 24-32-3710.

(5) (a) POPULATION AND OTHER DATA BY WHICH A LOCAL GOVERNMENT IS DETERMINED TO BE SUBJECT TO THE PROVISIONS OF THIS SECTION MUST BE DETERMINED TWO YEARS PRIOR TO THE DATE THAT THE LOCAL GOVERNMENT IS REQUIRED TO COMPLETE A HOUSING NEEDS ASSESSMENT PURSUANT TO THIS SECTION.

(b) FOR THE PURPOSES OF BOTH THIS SECTION AND SECTION 24-32-3705, A COUNTY'S POPULATION INCLUDES ONLY THE POPULATION WITHIN A COUNTY'S UNINCORPORATED TERRITORY.

**24-32-3704. Regional housing needs assessments.** (1) A REGIONAL ENTITY MAY CONDUCT AND PUBLISH A REGIONAL HOUSING NEEDS ASSESSMENT THAT CONFORMS TO THE METHODOLOGY FOR CONDUCTING REGIONAL HOUSING NEEDS ASSESSMENTS DEVELOPED BY THE DIRECTOR PURSUANT TO SECTION 24-32-3702 (1)(c) FOR THE TERRITORY COVERED BY THE MASTER PLAN OF ANY LOCAL GOVERNMENT IN THE REGION.

(2) UPON CONDUCTING A REGIONAL HOUSING NEEDS ASSESSMENT PURSUANT TO SUBSECTION (1) OF THIS SECTION, A REGIONAL ENTITY SHALL PROVIDE THE REGIONAL HOUSING NEEDS ASSESSMENT TO EACH LOCAL

GOVERNMENT INCLUDED IN THE REGION. WITHIN SIXTY DAYS OF RECEIVING THE REGIONAL HOUSING NEEDS ASSESSMENT, A LOCAL GOVERNMENT'S GOVERNING BODY SHALL REVIEW THE ASSESSMENT AT A PUBLIC MEETING AND SHALL SUBMIT COMMENTS TO THE REGIONAL ENTITY.

(3) WITHIN SIXTY DAYS OF RECEIVING THE LOCAL GOVERNMENTS' COMMENTS ON THE REGIONAL HOUSING NEEDS ASSESSMENT PURSUANT TO SUBSECTION (2) OF THIS SECTION, A REGIONAL ENTITY SHALL SUBMIT THE HOUSING NEEDS ASSESSMENT ALONG WITH THE COMMENTS OF EACH LOCAL GOVERNMENT TO THE DEPARTMENT. THE DEPARTMENT SHALL NOT ACCEPT A HOUSING NEEDS ASSESSMENT FROM A REGIONAL ENTITY THAT DOES NOT INCLUDE THE ELEMENTS LISTED IN SECTION 24-32-3702 (1)(c)(I) THROUGH (VI) AND DEMONSTRATE CONSIDERATION OF THE BASELINE COMPONENTS LISTED IN SECTION 24-32-3702 (2). THE DEPARTMENT SHALL NOTIFY A REGIONAL ENTITY IF IT DOES NOT ACCEPT AN ASSESSMENT. THE DEPARTMENT SHALL POST THE HOUSING NEEDS ASSESSMENT ON ITS WEBSITE AFTER ACCEPTING THE ASSESSMENT.

**24-32-3705. Housing action plan.** (1) (a) BY JANUARY 1, 2028, AND NO LESS THAN EVERY SIX YEARS THEREAFTER, A LOCAL GOVERNMENT SHALL MAKE A HOUSING ACTION PLAN, WHICH PLAN IS SUBJECT TO APPROVAL BY THE GOVERNING BODY FOLLOWING A PUBLIC HEARING. A HOUSING ACTION PLAN MUST BE RESPONSIVE TO AN ACCEPTED HOUSING NEEDS ASSESSMENT AND DEMONSTRATE THE LOCAL GOVERNMENT'S COMMITMENT TO ADDRESS DEMONSTRATED HOUSING NEEDS AND GUIDES THE LOCAL GOVERNMENT IN DEVELOPING LEGISLATIVE ACTIONS, PROMOTING REGIONAL COORDINATION, AND INFORMING THE PUBLIC OF THE LOCAL GOVERNMENT'S EFFORTS TO ADDRESS HOUSING NEEDS IN THE LOCAL GOVERNMENT'S JURISDICTION.

(b) THE REQUIREMENTS OF THIS SECTION ONLY APPLY TO A LOCAL GOVERNMENT THAT HAS A POPULATION OF:

(I) FIVE THOUSAND OR MORE; OR

(II) ONE THOUSAND OR MORE AND EITHER PARTICIPATED IN A REGIONAL HOUSING NEEDS ASSESSMENT OR WOULD HAVE BEEN DEEMED, AS OF JANUARY 1, 2024, TO BE A RURAL RESORT COMMUNITY AS DEFINED IN SECTION 29-32-101 (10).

(c) THE REQUIREMENTS OF THIS SECTION DO NOT APPLY TO A LOCAL GOVERNMENT THAT HAS EXPERIENCED A NEGATIVE POPULATION CHANGE OF AT LEAST ONE PERCENT IN THE MOST RECENT DECENNIAL CENSUS.

(2) A LOCAL GOVERNMENT SHALL MAKE A HOUSING ACTION PLAN THROUGH AN INCLUSIVE PROCESS WITH PUBLIC OUTREACH AND ENGAGEMENT THROUGHOUT THE PROCESS, INCLUDING OUTREACH TO AND ENGAGEMENT OF COMMUNITIES AT RISK OF DISPLACEMENT AND CONSIDERATION FOR PARTICIPATION BY PERSONS UNABLE TO ATTEND MEETINGS IN PERSON OR AT THE LOCAL GOVERNMENT'S REGULAR MEETING TIMES. A HOUSING ACTION PLAN MUST CONSIDER ANY APPLICABLE HOUSING NEEDS ASSESSMENTS, APPLICABLE REGIONAL AND LOCAL PLANS, AND ANY AVAILABLE ASSESSMENTS OF THE ADEQUACY OF PUBLIC SERVICES AND PUBLIC FACILITIES IN THE LOCAL GOVERNMENT'S JURISDICTION. A PROPOSED HOUSING ACTION PLAN MUST BE POSTED PUBLICLY ON A LOCAL GOVERNMENT'S WEBSITE AT LEAST THIRTY DAYS BEFORE THE PUBLIC HEARING ON THE PLAN.

(3) A HOUSING ACTION PLAN MUST INCLUDE THE FOLLOWING BASELINE COMPONENTS:

(a) A SUMMARY REPORT OF THE LOCAL GOVERNMENT'S PROGRESS TOWARDS ADDRESSING THE FINDINGS OF THE APPLICABLE HOUSING NEEDS ASSESSMENT WITHIN THE LOCAL GOVERNMENT'S JURISDICTION. THE SUMMARY REPORT MUST INCLUDE THE NUMBER OF DWELLING UNITS CONSTRUCTED OR PERMITTED IN THE LOCAL GOVERNMENT'S JURISDICTION DURING THE PRECEDING SIX YEARS, IF SUCH INFORMATION IS AVAILABLE.

(b) A DESCRIPTION OF HOW THE LOCAL GOVERNMENT'S HOUSING ACTION PLAN ADDRESSES THE ALLOCATION OF REGIONAL HOUSING NEEDS TO THE LOCAL GOVERNMENT IN ANY APPLICABLE REGIONAL HOUSING NEEDS ASSESSMENT;

(c) AN ASSESSMENT OF THE EFFECT OF EXISTING ZONING AND DENSITY PERMITTED IN THE LOCAL GOVERNMENT'S JURISDICTION ON THE DEVELOPMENT OF THE NUMBER AND TYPES OF DWELLING UNITS IDENTIFIED IN THE APPLICABLE HOUSING NEEDS ASSESSMENT;

(d) A PLAN TO PROMOTE THE EQUITABLE AND EFFICIENT DEVELOPMENT OF THE NUMBER AND TYPES OF DWELLING UNITS IDENTIFIED



THROUGH ANY APPLICABLE HOUSING NEEDS ASSESSMENT AS NECESSARY TO SATISFY HOUSING NEEDS IN THE LOCAL GOVERNMENT'S JURISDICTION AT DIFFERENT INCOME LEVELS, INCLUDING EXTREMELY LOW-, VERY LOW-, MODERATE-, AND MIDDLE-INCOME HOUSEHOLDS AS DESIGNATED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, SUBJECT TO THE AVAILABILITY OF ADEQUATE PUBLIC FACILITIES, PUBLIC SERVICES, AND WATER SUPPLY;

(e) LOCALLY-APPROPRIATE GOALS, STRATEGIES, AND ACTIONS FOR PROMOTING THE PRODUCTION AND PRESERVATION OF AFFORDABLE HOUSING DEVELOPMENT AND REGULATED AFFORDABLE HOUSING, INCLUDING AT LEAST TWO STRATEGIES INCLUDED IN THE STANDARD AFFORDABILITY STRATEGIES DIRECTORY DESCRIBED IN SECTION 24-32-3706 (1) AND ONE STRATEGY INCLUDED IN THE LONG-TERM AFFORDABILITY STRATEGIES DIRECTORY DESCRIBED IN SECTION 24-32-3706 (2) THAT ARE SELECTED TO ADDRESS THE DEMONSTRATED HOUSING NEEDS IN THE LOCAL GOVERNMENT'S JURISDICTION AND ARE SUITABLE FOR THE JURISDICTION OR, IF THE LOCAL GOVERNMENT PARTICIPATED IN A REGIONAL HOUSING NEEDS ASSESSMENT, THE DEMONSTRATED HOUSING NEEDS OF THE APPLICABLE REGION AND ANY REGIONAL HOUSING NEEDS ALLOCATED TO THE LOCAL GOVERNMENT;

(f) A NARRATIVE ANALYSIS OF ANY AREA OR COMMUNITY THAT THE LOCAL GOVERNMENT HAS IDENTIFIED AS BEING AT ELEVATED RISK OF DISPLACEMENT AND A PLAN TO MITIGATE DISPLACEMENT IN THAT AREA OR COMMUNITY, INCLUDING THE IDENTIFICATION OF AT LEAST ONE DISPLACEMENT MITIGATION STRATEGY INCLUDED IN THE DISPLACEMENT RISK MITIGATION STRATEGIES DIRECTORY DESCRIBED IN SECTION 24-32-3706 (4) THAT THE LOCAL GOVERNMENT SELECTS TO ADDRESS THE FINDINGS OF THE LOCAL GOVERNMENT'S NARRATIVE ANALYSIS AND IS SUITABLE FOR THE JURISDICTION;

(g) A PLAN FOR THE LEGISLATIVE CONSIDERATION FOR ADOPTION OF THE STRATEGIES IDENTIFIED IN SUBSECTIONS (3)(e) AND (3)(f) OF THIS SECTION;

(h) ANY RECOMMENDED CHANGES TO LOCAL LAWS AFFECTING ZONING AND DENSITY IN THE LOCAL GOVERNMENT'S JURISDICTION BEFORE THE LOCAL GOVERNMENT CONDUCTS THE NEXT HOUSING ACTION PLAN;

(i) AN ANALYSIS OF OPPORTUNITIES TO ACHIEVE THE DEVELOPMENT OF HIGHER-DENSITY AND REGULATED AFFORDABLE HOUSING WITHIN A REASONABLE DISTANCE OF MAJOR TRANSIT STOPS IN THE JURISDICTION;

(j) A NARRATIVE DESCRIPTION OF THE PUBLIC OUTREACH AND ENGAGEMENT PROCESS FOR THE HOUSING ACTION PLAN; AND

(k) A DESCRIPTION OF OPPORTUNITIES FOR INTERGOVERNMENTAL COORDINATION TO ADDRESS LOCAL AND REGIONAL HOUSING NEEDS AND ANY SUCH INTERGOVERNMENTAL COORDINATION EFFORTS UNDERTAKEN BY THE LOCAL GOVERNMENT.

(4) WITHIN SIXTY DAYS OF APPROVAL BY THE GOVERNING BODY, THE LOCAL GOVERNMENT SHALL SUBMIT THE HOUSING ACTION PLAN DEVELOPED PURSUANT TO SUBSECTION (3) OF THIS SECTION TO THE DEPARTMENT AND, IF APPLICABLE, TO THE REGIONAL ENTITY THAT CONDUCTED A REGIONAL HOUSING NEEDS ASSESSMENT THAT APPLIES TO THE LOCAL GOVERNMENT. THE DEPARTMENT SHALL NOT ACCEPT A HOUSING ACTION PLAN THAT DOES NOT INCLUDE THE COMPONENTS REQUIRED BY SECTION 24-32-3705 (3). THE DEPARTMENT SHALL NOTIFY A LOCAL GOVERNMENT IF IT DOES NOT ACCEPT A HOUSING ACTION PLAN. THE DEPARTMENT SHALL POST THE HOUSING ACTION PLAN ON THE DEPARTMENT'S WEBSITE AFTER ACCEPTING THE PLAN.

(5) A LOCAL GOVERNMENT THAT ADOPTED A PLAN THAT SUBSTANTIALLY MEETS THE REQUIREMENTS OF SUBSECTION (3) OF THIS SECTION AND WAS THE SUBJECT OF A PUBLIC HEARING HELD NO EARLIER THAN JANUARY 1, 2024, AND NO LATER THAN JULY 1, 2024, IS NOT REQUIRED TO CONDUCT A HOUSING ACTION PLAN UNTIL FIVE YEARS AFTER THE DATE OF THE ADOPTION OF THE PLAN THAT SUBSTANTIALLY MEETS THE REQUIREMENTS OF SUBSECTION (3) OF THIS SECTION, NOTWITHSTANDING SUBSECTION (1) OF THIS SECTION.

(6) THREE YEARS AFTER ADOPTING A HOUSING ACTION PLAN, A LOCAL GOVERNMENT SHALL REPORT PROGRESS TO THE DEPARTMENT REGARDING THE ADOPTION OF ANY STRATEGIES OR CHANGES TO LOCAL LAWS IDENTIFIED IN THE HOUSING ACTION PLAN OR THE MOST RECENT UPDATED HOUSING ACTION PLAN. THE DEPARTMENT SHALL NOT ACCEPT SUCH A PROGRESS REPORT, IF THE REPORT DOES NOT DEMONSTRATE THAT THE LOCAL GOVERNMENT ADOPTED THE STRATEGIES AND CHANGES TO LOCAL LAWS IDENTIFIED IN THE HOUSING ACTION PLAN OR THE MOST RECENT

UPDATED HOUSING ACTION PLAN, UNLESS THE DEPARTMENT DETERMINES THAT THE LOCAL GOVERNMENT HAS BOTH MADE A GOOD FAITH EFFORT TO ADOPT THESE STRATEGIES OR CHANGES TO LOCAL LAW AND HAS PROVIDED THE DEPARTMENT WITH A PLAN FOR THE ADOPTION OF ALTERNATIVE STRATEGIES OR CHANGES TO LOCAL LAWS IN ACCORDANCE WITH THIS SECTION.

(7) A LOCAL GOVERNMENT MAY UPDATE A HOUSING ACTION PLAN AT ANY TIME BY FOLLOWING THE PROCESS IN SUBSECTION (2) OF THIS SECTION. A LOCAL GOVERNMENT SHALL SUBMIT ANY UPDATE TO A HOUSING ACTION PLAN TO THE DEPARTMENT AND, IF APPLICABLE, A REGIONAL ENTITY AS PROVIDED IN SUBSECTION (4) OF THIS SECTION. THE DEPARTMENT SHALL NOT ACCEPT ANY UPDATE THAT WOULD RESULT IN A HOUSING ACTION PLAN THAT DOES NOT INCLUDE THE COMPONENTS REQUIRED BY SECTION 24-32-3705 (3). THE DEPARTMENT SHALL NOTIFY THE LOCAL GOVERNMENT IF IT DOES NOT ACCEPT AN UPDATE. THE DEPARTMENT SHALL POST THE UPDATE ON ITS WEBSITE, AFTER ACCEPTING THE UPDATE.

(8) POPULATION BY WHICH A LOCAL GOVERNMENT IS DETERMINED TO BE SUBJECT TO THE PROVISIONS OF THIS SECTION MUST BE DETERMINED TWO YEARS PRIOR TO THE DATE THAT THE LOCAL GOVERNMENT IS REQUIRED TO COMPLETE A HOUSING ACTION PLAN PURSUANT TO THIS SECTION.

**24-32-3706. Directories of housing and land use strategies - development of housing and increasing housing affordability - displacement impact mitigation.** (1) NO LATER THAN JUNE 30, 2025, THE DEPARTMENT SHALL DEVELOP A STANDARD AFFORDABILITY STRATEGIES DIRECTORY THAT INCLUDES THE FOLLOWING STRATEGIES:

(a) IMPLEMENTING A LOCAL INCLUSIONARY ZONING ORDINANCE THAT CONSIDERS LOCAL HOUSING MARKET CONDITIONS THAT IS CRAFTED TO SUBSTANTIALLY INCREASE AFFORDABLE HOUSING INCLUDING REGULATED AFFORDABLE HOUSING PRODUCTION AND COMPLIES WITH THE REQUIREMENTS OF SECTION 29-20-104 (1)(e.5) AND (1)(e.7);

(b) ADOPTING A LOCAL LAW OR PLAN TO LEVERAGE PUBLICLY OWNED, SOLD, OR MANAGED LAND FOR REGULATED AFFORDABLE HOUSING DEVELOPMENT;

(c) CREATING OR EXPANDING A PROGRAM TO SUBSIDIZE OR

OTHERWISE REDUCE IMPACT FEES OR OTHER SIMILAR DEVELOPMENT CHARGES FOR REGULATED AFFORDABLE HOUSING DEVELOPMENT;

(d) ESTABLISHING A DENSITY BONUS PROGRAM THAT GRANTS INCREASED FLOOR AREA RATIO, DENSITY, OR HEIGHT OF REGULATED AFFORDABLE HOUSING UNITS;

(e) CREATING A PROGRAM TO PRIORITIZE AND EXPEDITE DEVELOPMENT APPROVALS FOR REGULATED AFFORDABLE HOUSING DEVELOPMENT, EXCEPT THAT IF THE LOCAL GOVERNMENT HAS DONE SO PURSUANT TO SECTION 29-32-105 (2), THIS STRATEGY DOES NOT COUNT AS AN ELIGIBLE STANDARD AFFORDABILITY STRATEGY FOR PURPOSES OF SECTION 29-32-3705 (3)(e);

(f) CREATING OR EXPANDING A PROGRAM TO SUBSIDIZE OR OTHERWISE REDUCE PERMIT FEES OTHER THAN IMPACT FEES OR SIMILAR DEVELOPMENT CHARGES FOR REGULATED AFFORDABLE HOUSING;

(g) ENACTING LOCAL LAWS THAT INCENTIVIZE THE CONSTRUCTION AND PRESERVATION OF AFFORDABLE HOUSING UNITS DESIGNED TO SERVE RESIDENTS FACING PARTICULAR CHALLENGES SECURING AFFORDABLE HOUSING, INCLUDING ACCESSIBLE AND VISITABLE UNITS AND MULTI-BEDROOM UNITS; AND

(h) ANY OTHER STRATEGY DESIGNATED BY THE DEPARTMENT THAT OFFERS A COMPARABLE IMPACT ON LOCAL HOUSING AFFORDABILITY.

(2) ON OR BEFORE JUNE 30, 2025, THE DEPARTMENT SHALL DEVELOP A LONG-TERM AFFORDABILITY STRATEGIES DIRECTORY THAT INCLUDES THE FOLLOWING STRATEGIES:

(a) ESTABLISHING A DEDICATED LOCAL REVENUE SOURCE FOR REGULATED AFFORDABLE HOUSING DEVELOPMENT, SUCH AS INSTITUTING A LINKAGE FEE ON MARKET RATE HOUSING DEVELOPMENT TO SUPPORT NEW, REGULATED AFFORDABLE HOUSING DEVELOPMENTS;

(b) REGULATING SHORT-TERM RENTALS, SECOND HOMES, OR OTHER UNDERUTILIZED OR VACANT UNITS IN A WAY, SUCH AS VACANCY FEES FOR UNDERUTILIZED UNITS, THAT PROMOTES A SUBSTANTIAL INCREASE IN THE USE OF LOCAL HOUSING STOCK FOR LOCAL HOUSING NEEDS;

(c) MAKING A COMMITMENT TO AND REMAINING ELIGIBLE TO RECEIVE FUNDING PURSUANT TO ARTICLE 32 OF THIS TITLE 29;

(d) AMENDING ZONING ORDINANCES THAT ALLOW THE CONSTRUCTION OF SINGLE-UNIT DETACHED DWELLINGS TO ALLOW EITHER ACCESSORY DWELLING UNITS OR DUPLEXES, TRIPLEXES, QUADPLEXES, AND TOWNHOMES IN A SUBSTANTIAL PORTION OF THE JURISDICTION;

(e) AMENDING LOCAL LAWS TO ESTABLISH THE USE OF ADMINISTRATIVE PROCESSES FOR THE REVIEW AND APPROVAL OF HOUSING DEVELOPMENT THAT DO NOT INCLUDE A REQUIREMENT OF A PUBLIC HEARING;

(f) INCENTIVIZING OR CREATING A DEDICATED LOCAL PROGRAM THAT FACILITATES INVESTMENT IN LAND BANKING OR COMMUNITY LAND TRUSTS;

(g) ESTABLISHING AN AFFORDABLE HOMEOWNERSHIP STRATEGY SUCH AS:

(I) ESTABLISHING A RIGHT OF FIRST REFUSAL PROGRAM OR PROGRAMS THAT TRANSITION EXISTING HOUSING STOCK TO REGULATED AFFORDABLE HOUSING;

(II) INCENTIVIZING AFFORDABLE CONDOMINIUM DEVELOPMENTS;

(III) ACQUIRING OR PRESERVING DEED RESTRICTIONS ON CURRENT HOUSING UNITS;

(IV) ESTABLISHING AN INCENTIVE PROGRAM TO ENCOURAGE REALTORS TO WORK WITH LOW-INCOME AND MINORITY PROSPECTIVE HOME BUYERS; OR

(V) ESTABLISHING AN AFFORDABLE RENT-TO-OWN PROGRAM; AND

(h) ANY OTHER STRATEGY DESIGNATED BY THE DEPARTMENT THAT OFFERS A COMPARABLE IMPACT ON LOCAL HOUSING AFFORDABILITY.

(3) A LOCAL GOVERNMENT MAY SUBMIT AN EXISTING OR PROPOSED LOCAL LAW OR PROGRAM, IN A FORM AND MANNER DETERMINED BY THE

DEPARTMENT, TO THE DEPARTMENT, AND THE DEPARTMENT MAY DETERMINE THAT THE ADOPTION OF THAT LOCAL LAW OR PROGRAM QUALIFIES AS AN AFFORDABILITY STRATEGY FOR PURPOSES OF THIS SECTION, SO LONG AS THE LOCAL LAW OR PROGRAM SUPPORTS EQUAL OR GREATER HOUSING AFFORDABILITY AND ACCESSIBILITY AS THE STRATEGIES DESCRIBED IN SUBSECTIONS (1) AND (2) OF THIS SECTION.

(4) NO LATER THAN JUNE 30, 2025, THE DEPARTMENT SHALL DEVELOP A DISPLACEMENT RISK MITIGATION STRATEGIES DIRECTORY. THE DIRECTORY MUST INCLUDE THE FOLLOWING STRATEGIES:

(a) CREATING A LOCALLY FUNDED AND ADMINISTERED RENTAL AND MORTGAGE ASSISTANCE PROGRAM;

(b) CREATING AN EVICTION AND FORECLOSURE NO-COST LEGAL REPRESENTATION PROGRAM;

(c) ESTABLISHING A HOUSING COUNSELING AND NAVIGATION PROGRAM OR FUNDING A COMMUNITY-BASED HOUSING COUNSELING AND NAVIGATION PROGRAM;

(d) CREATING A PROPERTY TAX AND DOWN PAYMENT ASSISTANCE PROGRAM;

(e) DEVELOPING A PROGRAM TO OFFER TECHNICAL ASSISTANCE AND FINANCIAL SUPPORT FOR COMMUNITY ORGANIZATIONS TO DEVELOP INDEPENDENT COMMUNITY LAND TRUSTS;

(f) PRIORITIZING LOCAL MONEY TOWARD REGULATED AFFORDABLE HOUSING UNIT PRESERVATION OR IMPLEMENTING OR CONTINUING DEED RESTRICTIONS FOR AFFORDABLE HOUSING UNITS;

(g) REQUIRING MULTIFAMILY DEVELOPERS BUILDING IN AREAS IDENTIFIED AS BEING AT RISK OF DISPLACEMENT TO CREATE A COMMUNITY BENEFITS AGREEMENT WITH AFFECTED POPULATIONS WITHIN ONE-QUARTER MILE OF THE DEVELOPMENT THAT THE MULTIFAMILY DEVELOPER IS BUILDING;

(h) PROVIDING A PRIORITIZATION POLICY FOR CURRENT RESIDENTS IN THIRTY PERCENT OF ANY NEW MULTIFAMILY DEVELOPMENT; AND

(i) OTHER STRATEGIES IDENTIFIED BY THE DEPARTMENT THAT PROVIDE DISPLACEMENT MITIGATION THAT IS EQUIVALENT TO THE OTHER STRATEGIES DESCRIBED IN THIS SUBSECTION (4).

(5) A LOCAL GOVERNMENT MAY SUBMIT AN EXISTING OR PROPOSED LOCAL LAW OR PROGRAM, IN A FORM AND MANNER DETERMINED BY THE DEPARTMENT, TO THE DEPARTMENT, AND THE DEPARTMENT MAY DETERMINE THAT THE ADOPTION OF THE LOCAL LAW OR PROGRAM QUALIFIES AS A DISPLACEMENT RISK MITIGATION STRATEGY FOR PURPOSES OF THIS SECTION, SO LONG AS THE LOCAL LAW OR PROGRAM SUPPORTS EQUAL OR GREATER MITIGATION OF DISPLACEMENT RISK AS THE STRATEGIES DESCRIBED IN SUBSECTION (4) OF THIS SECTION.

(6) NOTWITHSTANDING THE ABSENCE OF SPECIFIC AUTHORIZATION IN ANY OTHER LAW, A LOCAL GOVERNMENT HAS THE AUTHORITY TO ENACT ORDINANCES OR RESOLUTIONS TO ADOPT AND IMPLEMENT THE STRATEGIES IDENTIFIED IN THIS SECTION.

**24-32-3707. Statewide strategic growth report.** (1) NO LATER THAN OCTOBER 31, 2025, THE DIRECTOR SHALL SUBMIT TO THE GENERAL ASSEMBLY A STATEWIDE STRATEGIC GROWTH REPORT. THE REPORT MUST SUPPLEMENT THE STATEWIDE CLIMATE PREPAREDNESS STRATEGIC PLAN AND ROADMAP PUBLISHED PURSUANT TO SECTION 24-38.8-103 AND ANY OTHER CURRENT REPORT OF A STATE AGENCY OR TASK FORCE ADDRESSING THE MATTERS COVERED IN THIS SECTION.

(2) THE STRATEGIC GROWTH REPORT DESCRIBED IN SUBSECTION (1) OF THIS SECTION MUST:

(a) INCLUDE AN ANALYSIS OF POLICY-DRIVEN LAND USE SCENARIOS, INCLUDING A STRATEGIC GROWTH SCENARIO, AND EXAMINE THE IMPACTS OF THESE SCENARIOS ON THE COST AND AVAILABILITY OF HOUSING, INFRASTRUCTURE, CLIMATE AND AIR QUALITY, WATER SUPPLY, TRANSPORTATION AND TRANSIT, PARKS AND OPEN SPACE, RESOURCE LANDS, WILDFIRE RISK, AND CRITICAL AREAS;

(b) INCLUDE AN ANALYSIS OF THE IMPACT OF EXISTING STATE POLICIES AND PROGRAMS ON LAND USE DEVELOPMENT PATTERNS AND THE ENCOURAGEMENT OF SPRAWL;

(c) CONSIDER THE CONTEXT OF DIFFERENT REGIONS AND COMMUNITIES ACROSS THE STATE, EMPOWER AND PROMOTE LOCAL INITIATIVES AND IDEAS THAT LEAD TO STRATEGIC GROWTH, AND RECOGNIZE THAT ALL COMMUNITIES HAVE UNIQUE NEEDS THAT OFTEN CALL FOR ADDITIONAL FLEXIBILITY WHEN APPLYING STRATEGIC GROWTH GOALS, ESPECIALLY COMMUNITIES OUTSIDE OF METROPOLITAN AREAS AND COMMUNITIES VULNERABLE TO DISPLACEMENT; AND

(d) INCLUDE RECOMMENDATIONS FOR STATE LEGISLATION AND LOCAL LAWS, TO ENCOURAGE ENVIRONMENTALLY AND FISCALLY SUSTAINABLE GROWTH, INCLUDING BUT NOT LIMITED TO ECONOMIC INCENTIVES, FINANCING TOOLS, ACCESS CHARGES, URBAN GROWTH AREAS, THREE MILE PLANS, TRANSFER OF DEVELOPMENT RIGHTS, ANNEXATION, AND SPECIAL DISTRICTS.

(3) IN DEVELOPING THE STRATEGIC GROWTH REPORT DESCRIBED IN SUBSECTION (1) OF THIS SECTION, THE DIRECTOR SHALL CONSULT WITH STATE AGENCIES AND LOCAL GOVERNMENTS WITH FUNCTIONS OR JURISDICTION REGARDING THE MATTERS COVERED IN THIS SECTION AND LOCAL GOVERNMENTS, REGIONAL PLANNING AGENCIES, WATER PROVIDERS, UTILITY PROVIDERS, ECONOMIC DEVELOPMENT ENTITIES, AND EXPERTS IN FIELDS RELATED TO STRATEGIC GROWTH.

**24-32-3708. Natural land and agricultural interjurisdictional opportunities report.** (1) NO LATER THAN DECEMBER 31, 2025, THE DIRECTOR, IN CONSULTATION WITH RELEVANT STATE AGENCIES INCLUDING THE DEPARTMENT OF AGRICULTURE, THE DIVISION OF PARKS AND WILDLIFE IN THE DEPARTMENT OF NATURAL RESOURCES, THE OUTDOOR RECREATION INDUSTRY OFFICE IN THE OFFICE OF ECONOMIC DEVELOPMENT, AND THE COLORADO TOURISM OFFICE, SHALL DEVELOP AND PUBLISH A NATURAL LAND AND AGRICULTURAL INTERJURISDICTIONAL OPPORTUNITIES REPORT THAT MUST INCLUDE:

(a) OPPORTUNITIES FOR LOCAL GOVERNMENTS AND METROPOLITAN PLANNING ORGANIZATIONS TO ACHIEVE CONNECTIVITY TO OPEN SPACE, WILDLIFE HABITAT, AND OTHER PRIORITY LANDSCAPES;

(b) OPPORTUNITIES FOR LOCAL GOVERNMENTS AND METROPOLITAN PLANNING ORGANIZATIONS TO ACHIEVE THE PRESERVATION OF AGRICULTURAL LAND, HISTORIC AND CULTURAL RESOURCES, URBAN PARKS



AND GREEN SPACES, EXURBAN OPEN SPACES, RECREATIONAL RESOURCES, WILDLIFE HABITATS, AND ECOSYSTEMS WITH THE GREATEST NEED FOR CONSERVATION AND MITIGATION OF HAZARDS; AND

(c) BEST PRACTICES, TOOLS, AND RESOURCES RELATED TO SUBSECTIONS (1)(a) AND (1)(b) OF THIS SECTION.

(2) THE NATURAL LAND AND AGRICULTURAL INTERJURISDICTIONAL OPPORTUNITIES REPORT MUST INTEGRATE AND INCLUDE INFORMATION FROM RELEVANT STATE, REGIONAL, AND LOCAL PLANS THAT ADDRESS THE SUBJECT MATTERS IDENTIFIED IN SUBSECTION (1) OF THIS SECTION.

**24-32-3709. Technical assistance.** (1) THE DIVISION OF LOCAL GOVERNMENT SHALL PROVIDE TECHNICAL ASSISTANCE, MATERIALS, BRIEFINGS, CONSULTING SERVICES, TEMPLATES, TOOLS, TRAININGS, WEBINARS, OR OTHER GUIDANCE TO ASSIST LOCAL GOVERNMENTS IN:

(a) ESTABLISHING REGIONAL ENTITIES THAT PROMOTE STATEWIDE COVERAGE OF LOCAL GOVERNMENTS BY HOUSING NEEDS ASSESSMENTS WITHOUT UNNECESSARY DUPLICATION FOR THE PURPOSE OF CONDUCTING REGIONAL HOUSING NEEDS ASSESSMENTS AND DISPLACEMENT RISK ASSESSMENTS;

(b) CREATING HOUSING NEEDS ASSESSMENTS PURSUANT TO SECTIONS 24-32-3703 AND 24-32-3704;

(c) CONDUCTING A DISPLACEMENT RISK ANALYSIS WITH A STATE-CREATED TOOL;

(d) IDENTIFYING AND IMPLEMENTING STRATEGIES, INCLUDING IN THE DIRECTORIES DESCRIBED IN SECTION 24-32-3706;

(e) MAKING AND ADOPTING A HOUSING ACTION PLAN IN ACCORDANCE WITH SECTION 24-32-3705;

(f) ENACTING LAWS AND POLICIES PURSUANT TO ACCEPTED HOUSING NEEDS ASSESSMENTS AND ACCEPTED HOUSING ACTION PLANS THAT ENCOURAGE THE DEVELOPMENT OF A RANGE OF HOUSING TYPES, INCLUDING REGULATED AFFORDABLE HOUSING, OR MITIGATE THE IMPACT OF DISPLACEMENT IN ACCORDANCE WITH SECTION 24-32-3706; AND

(g) CREATING STRATEGIC GROWTH ELEMENTS IN MASTER PLANS AS DESCRIBED IN SECTION 30-28-106 (3)(a.5)(III) OR SECTION 31-23-206 (1.5)(d).

(2) IN DETERMINING TO WHOM IT WILL PROVIDE ASSISTANCE PURSUANT TO SUBSECTION (1) OF THIS SECTION, THE DIVISION OF LOCAL GOVERNMENT SHALL PRIORITIZE REQUESTS FOR TECHNICAL ASSISTANCE RELATED TO:

(a) CONDUCTING REGIONAL HOUSING NEEDS ASSESSMENTS, IF THE DEPARTMENT DETERMINES THAT THE REGIONAL ENTITY MEETS THE REQUIREMENTS OF THIS SECTION AND THE ASSESSMENT WOULD PROMOTE STATEWIDE COVERAGE OF LOCAL GOVERNMENTS BY HOUSING NEEDS ASSESSMENTS WITHOUT UNNECESSARY DUPLICATION;

(b) CONDUCTING HOUSING NEEDS ASSESSMENTS AND CREATING HOUSING ACTION PLANS CONTEMPORANEOUSLY; AND

(c) ENACTING LAWS AND POLICIES TO PRESERVE OR CREATE REGULATED AFFORDABLE HOUSING, MITIGATE DISPLACEMENT, OR INCREASE OPPORTUNITIES FOR MULTIFAMILY RESIDENTIAL HOUSING NEAR MAJOR TRANSIT STOPS.

(3) (a) IN ASSISTING LOCAL GOVERNMENTS PURSUANT TO SUBSECTION (1) OF THIS SECTION, THE DIVISION OF LOCAL GOVERNMENT SHALL PROVIDE FUNDING THROUGH EITHER A GRANT PROGRAM, THE PROVISION OF CONSULTANT SERVICES, OR BOTH DIRECTLY TO LOCAL GOVERNMENTS OR THROUGH A REGIONAL ENTITY AND SHALL PRIORITIZE FUNDING AND GRANT PROGRAMS ADMINISTERED BY THE DEPARTMENT FOR THE PURPOSES OF THIS SECTION, SO LONG AS DOING SO IS NOT INCONSISTENT WITH FEDERAL OR STATE LAW.

(b) ANY CONSULTANT RETAINED BY THE DEPARTMENT TO PROVIDE TECHNICAL ASSISTANCE PURSUANT TO THIS SECTION RELATING TO HOUSING NEEDS ASSESSMENTS AND HOUSING ACTION PLANS SHALL HAVE DEMONSTRATED EXPERIENCE CONDUCTING HIGH-QUALITY HOUSING NEEDS ASSESSMENTS AND STRATEGIC HOUSING PLANS AND ENGAGING UNDERREPRESENTED COMMUNITIES, RESIDENTS, AND WORKERS WITH DISPROPORTIONATE HOUSING NEEDS AND CHALLENGES.

(c) THE DEPARTMENT SHALL REQUIRE, AS A CONDITION OF ANY FUNDING AWARDED TO A LOCAL GOVERNMENT TO CONDUCT HOUSING NEEDS ASSESSMENTS OR CREATE HOUSING ACTION PLANS PURSUANT TO THIS SECTION, THAT:

(I) UNLESS NO SUCH PERSON IS AVAILABLE, ANY PERSON PROVIDING SERVICES TO THE LOCAL GOVERNMENT THAT WILL BE FUNDED BY THE AWARD MEETS THE REQUIREMENTS OF SUBSECTION (3)(b) OF THIS SECTION; AND

(II) THE LOCAL GOVERNMENT USE A PORTION OF THE FUNDS AWARDED BY THE DEPARTMENT TO CONDUCT HOUSING NEEDS ASSESSMENTS OR CREATING HOUSING ACTION PLANS PURSUANT TO THIS SECTION TO ENGAGE UNDERREPRESENTED AND UNDERRECOGNIZED COMMUNITIES.

(4) BEGINNING JANUARY 1, 2025, AND EVERY YEAR THEREAFTER, THE DIVISION OF LOCAL GOVERNMENT SHALL PROVIDE A REPORT ON THE ASSISTANCE REQUESTED BY LOCAL GOVERNMENTS PURSUANT TO THIS SECTION, WHETHER OR NOT ADEQUATE STATE FUNDING IS AVAILABLE TO PROVIDE THE ASSISTANCE REQUESTED BY LOCAL GOVERNMENTS, AND ANY ADDITIONAL RESOURCES THAT THE DIVISION OF LOCAL GOVERNMENT OR LOCAL GOVERNMENTS HAVE IDENTIFIED THAT WOULD ASSIST LOCAL GOVERNMENTS IN IDENTIFYING AND IMPLEMENTING LAWS AND POLICIES THAT WOULD INCREASE THE AVAILABILITY OF HOUSING IN COLORADO.

(5) (a) THE DIVISION OF LOCAL GOVERNMENT SHALL SERVE AS A CLEARINGHOUSE, FOR THE BENEFIT OF LOCAL GOVERNMENTS AND REGIONAL ENTITIES, OF INFORMATION RELATING TO THIS PART 37 AND SHALL REFER LOCAL GOVERNMENTS TO STATE AND FEDERAL RESOURCES AND APPROPRIATE DEPARTMENTS OR AGENCIES OF THE STATE OR FEDERAL GOVERNMENT FOR ADVICE, ASSISTANCE, OR AVAILABLE SERVICES RELATING TO THIS PART 37.

(b) THE DIVISION OF LOCAL GOVERNMENT SHALL IDENTIFY OPPORTUNITIES FOR, ENCOURAGE, AND, WHEN SO REQUESTED, ASSIST COOPERATIVE EFFORTS AMONG LOCAL GOVERNMENTS IN SOLVING COMMON PROBLEMS RELATED TO POPULATION CHANGE AND THE IMPLEMENTATION OF THIS PART 37.

(c) THE DEPARTMENT MAY ATTEMPT TO MEDIATE DISPUTES BETWEEN

LOCAL GOVERNMENTS REGARDING THE ENACTMENT OF LOCAL LAWS OR POLICIES RELATED TO THE CREATION OF HOUSING NEEDS ASSESSMENTS AND HOUSING ACTION PLANS PURSUANT TO THIS PART 37, INTERJURISDICTIONAL COORDINATION OR DISPUTES REGARDING THE DEVELOPMENT OF LAND FOR RESIDENTIAL USES, INCLUDING REGULATED AFFORDABLE HOUSING USES AND THE PROVISION OF WATER AND SEWER SERVICES, AND ANYTHING ELSE COVERED BY THIS PART 37 OR REFER LOCAL GOVERNMENTS TO THE LIST OF MEDIATORS MAINTAINED PURSUANT TO SECTION 24-32-3209 TO ASSIST IN THE RESOLUTION OF SUCH DISPUTES.

(6)(a) THE HOUSING NEEDS PLANNING TECHNICAL ASSISTANCE FUND IS CREATED IN THE STATE TREASURY. THE FUND CONSISTS OF GIFTS, GRANTS, AND DONATIONS CREDITED TO THE FUND AND ANY OTHER MONEY THAT THE GENERAL ASSEMBLY MAY APPROPRIATE OR TRANSFER TO THE FUND. THE STATE TREASURER SHALL CREDIT ALL INTEREST AND INCOME DERIVED FROM THE DEPOSIT AND INVESTMENT OF MONEY IN THE HOUSING NEEDS PLANNING TECHNICAL ASSISTANCE FUND TO THE FUND.

(b) MONEY IN THE HOUSING NEEDS PLANNING TECHNICAL ASSISTANCE FUND IS CONTINUOUSLY APPROPRIATED TO THE DEPARTMENT FOR THE PURPOSES OF PROVIDING TECHNICAL ASSISTANCE AND IMPLEMENTING A GRANT PROGRAM PURSUANT TO THIS SECTION.

(c)(I) ON JULY 1, 2024, THE STATE TREASURER SHALL TRANSFER TO THE HOUSING NEEDS PLANNING TECHNICAL ASSISTANCE FUND:

(A) NOTWITHSTANDING THE ALLOCATION OF FUNDS DESCRIBED IN SECTION 39-29-110, OR ANY OTHER LAW TO THE CONTRARY, TEN MILLION FIVE HUNDRED THOUSAND DOLLARS FROM THE LOCAL GOVERNMENT SEVERANCE TAX FUND CREATED IN SECTION 39-29-110; AND

(B) NOTWITHSTANDING THE ALLOCATION OF FUNDS DESCRIBED IN SECTION 34-63-102, OR ANY OTHER LAW TO THE CONTRARY, FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS FROM THE LOCAL GOVERNMENT MINERAL IMPACT FUND CREATED IN SECTION 34-63-102 (5).

(II) THIS SUBSECTION (6)(c) IS REPEALED, EFFECTIVE JULY 1, 2025.

**24-32-3710. Prioritization for conformity with planning expectations.** (1) ON OR AFTER DECEMBER 1, 2027, ANY GRANT PROGRAM

ADMINISTERED BY THE DEPARTMENT, THE COLORADO ENERGY OFFICE, THE OFFICE OF ECONOMIC DEVELOPMENT, THE DEPARTMENT OF TRANSPORTATION, THE DEPARTMENT OF NATURAL RESOURCES, THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, OR THE DEPARTMENT OF PERSONNEL AND ADMINISTRATION THAT AWARDS GRANTS TO COUNTIES AND MUNICIPALITIES FOR THE PRIMARY PURPOSE OF SUPPORTING LAND USE PLANNING OR HOUSING, EXCLUDING LAND USE PLANNING OR HOUSING PURSUANT TO ARTICLE 32 OF TITLE 29, MUST, SO LONG AS DOING SO IS NOT INCONSISTENT WITH FEDERAL LAW OR THE STATE CONSTITUTION, INCLUDE PRIORITIZATION CRITERIA THAT CONSIDER WHETHER:

(a) A CURRENT LOCAL OR REGIONAL HOUSING NEEDS ASSESSMENT HAS BEEN COMPLETED FOR THE LOCAL GOVERNMENT AND HAS BEEN ACCEPTED BY THE DEPARTMENT PURSUANT TO SECTION 24-32-3703 OR 24-32-3704;

(b) A HOUSING ACTION PLAN HAS BEEN ADOPTED BY THE LOCAL GOVERNMENT AND ACCEPTED BY THE DEPARTMENT PURSUANT TO SECTION 24-32-3705;

(c) A REPORT HAS BEEN SUBMITTED BY THE LOCAL GOVERNMENT AND ACCEPTED BY THE DEPARTMENT PURSUANT TO SECTION 24-32-3705 (6); AND

(d) THE MASTER PLAN FOR THE LOCAL GOVERNMENT INCLUDES A WATER SUPPLY ELEMENT AND STRATEGIC GROWTH ELEMENT AS DESCRIBED IN SECTIONS 30-28-106 (3)(a.5) AND 31-23-206 (1.5).

(2) IN CONSIDERING AWARDED A GRANT TO A LOCAL GOVERNMENT THAT IS NOT SUBJECT TO ANY OF THE PROVISIONS IDENTIFIED IN THE PRIORITIZATION CRITERIA DESCRIBED IN SUBSECTION (1) OF THIS SECTION, THE DEPARTMENT SHALL TREAT THE LOCAL GOVERNMENT AS IF IT HAS SATISFIED THE PRIORITIZATION CRITERIA IN SUBSECTION (1) OF THIS SECTION.

**24-32-3711. Neighborhood centers - grant program prioritization.** (1) ON OR BEFORE JUNE 30, 2025, THE DEPARTMENT SHALL ADOPT REASONABLE CRITERIA FOR THE DESIGNATION OF NEIGHBORHOOD CENTERS IN ACCORDANCE WITH SECTION 24-32-3701 (10), INCLUDING CRITERIA FOR VARYING REGIONAL CONTEXTS. THE DEPARTMENT SHALL

DESIGN THE CRITERIA ADOPTED PURSUANT TO THIS SUBSECTION (1) TO MINIMIZE THE FISCAL BURDEN ON LOCAL GOVERNMENTS. THE CRITERIA ADOPTED BY THE DEPARTMENT PURSUANT TO THIS SUBSECTION (1) MUST NOT:

(a) LIMIT OR RESTRICT THE AUTHORITY OF A LOCAL GOVERNMENT, INCLUDING AUTHORITY RELATING TO ZONING, REGULATION OF THE USE OF LAND, AND THE IMPOSITION OF FEES, CHARGES, AND TAXES, NOTWITHSTANDING THE EXERCISE OF THAT AUTHORITY TO ESTABLISH A NEIGHBORHOOD CENTER; OR

(b) REQUIRE THE MODIFICATION OF A CHARTER ADOPTED PURSUANT TO ARTICLE XX OF THE STATE CONSTITUTION.

(2) A LOCAL GOVERNMENT MAY DESIGNATE A NEIGHBORHOOD CENTER PURSUANT TO THIS SECTION AND SUBMIT A REPORT TO THE DEPARTMENT IN A FORM AND MANNER DETERMINED BY THE DEPARTMENT. THE DEPARTMENT SHALL NOT ACCEPT A REPORT DESIGNATING A NEIGHBORHOOD CENTER THAT DOES NOT COMPLY WITH THE CRITERIA ADOPTED BY THE DEPARTMENT. THE DEPARTMENT SHALL NOTIFY A LOCAL GOVERNMENT IF IT DOES NOT ACCEPT THE LOCAL GOVERNMENT'S REPORT.

(3) AS OF DECEMBER 31, 2026, EXCLUDING GRANT PROGRAMS GOVERNED BY ARTICLE 32 OF TITLE 29, THE DEPARTMENTS, OFFICES, AND AGENCIES IDENTIFIED IN SECTION 24-32-3710 SHALL UPDATE GRANT AWARD CRITERIA TO INCLUDE CONSIDERATION AND PRIORITIZATION OF, TO THE EXTENT CONSISTENT WITH THE PURPOSE OF THE GRANT PROGRAM AND ANY APPLICABLE PROVISION OF FEDERAL LAW OR THE STATE CONSTITUTION, PROJECTS THAT MEET ONE OF THE FOLLOWING CRITERIA:

(a) THE PROJECT IS IN OR SUPPORTS A NEIGHBORHOOD CENTER DESIGNATED IN A REPORT ACCEPTED BY THE DEPARTMENT PURSUANT TO SUBSECTION (2) OF THIS SECTION; OR

(b) THE PROJECT CONCERNS AN AREA THAT WOULD NOT MEET THE CRITERIA FOR DESIGNATION AS A NEIGHBORHOOD CENTER.

**SECTION 2.** In Colorado Revised Statutes, 30-28-106, **amend** (1); **repeal and reenact, with amendments**, (3)(a); and **add** (3)(a.3), (3)(a.5), (3)(a.7), (3)(a.9), and (8) as follows:

PAGE 28-SENATE BILL 24-174

**30-28-106. Master plan - definition.** (1) It is the duty of a county planning commission to make and adopt a master plan for the physical development of the unincorporated territory of the county, SUBJECT TO THE APPROVAL OF THE COUNTY COMMISSION HAVING JURISDICTION THEREOF. When a county planning commission decides to adopt a master plan, the commission shall conduct public hearings, after notice of such public hearings has been published in a newspaper of general circulation in the county in a manner sufficient to notify the public of the time, place, and nature of the public hearing, prior to final adoption of a master plan in order to encourage public participation in and awareness of the development of such plan and shall accept and consider oral and written public comments throughout the process of developing the plan.

(3) (a) THE MASTER PLAN OF A COUNTY OR REGION, WITH THE ACCOMPANYING MAPS, PLATS, CHARTS, AND DESCRIPTIVE AND EXPLANATORY MATTER, MUST SHOW THE COUNTY OR REGIONAL PLANNING COMMISSION'S RECOMMENDATIONS FOR THE DEVELOPMENT OF THE TERRITORY COVERED BY THE MASTER PLAN. THE MASTER PLAN OF A COUNTY OR REGION IS AN ADVISORY DOCUMENT TO GUIDE LAND DEVELOPMENT DECISIONS; HOWEVER, THE MASTER PLAN OR ANY PART THEREOF MAY BE MADE BINDING BY INCLUSION IN THE COUNTY'S OR REGION'S ADOPTED SUBDIVISION, ZONING, PLATTING, PLANNED UNIT DEVELOPMENT, OR OTHER SIMILAR LAND DEVELOPMENT REGULATIONS AFTER SATISFYING NOTICE, DUE PROCESS, AND HEARING REQUIREMENTS FOR LEGISLATIVE OR QUASI-JUDICIAL PROCESSES AS APPROPRIATE.

(a.3) (I) THE COUNTY OR REGIONAL PLANNING COMMISSION SHALL FOLLOW THE PROCEDURES IN SECTION 24-32-3209. FOR PURPOSES OF THIS SECTION, ANY SPECIAL DISTRICT THAT SUPPLIES WATER TO THE AREA COVERED BY THE MASTER PLAN IS A NEIGHBORING JURISDICTION AS DEFINED IN SECTION 24-32-3209 (1)(h).

(II) IN ADOPTING OR AMENDING A MASTER PLAN, THE COUNTY OR REGIONAL PLANNING COMMISSION SHALL CONSIDER THE FOLLOWING, WHERE APPLICABLE OR APPROPRIATE, AND ANY OTHER INFORMATION DEEMED RELEVANT BY THE COUNTY OR REGIONAL PLANNING COMMISSION:

(A) THE APPLICABLE HOUSING NEEDS ASSESSMENTS PUBLISHED PURSUANT TO SECTIONS 24-32-3702 (1)(b), 24-32-3703, AND 24-32-3704;

(B) THE STATEWIDE STRATEGIC GROWTH REPORT CREATED PURSUANT TO SECTION 24-32-3707;

(C) THE NATURAL LAND AND AGRICULTURAL OPPORTUNITIES REPORT PUBLISHED PURSUANT TO SECTION 24-32-3708; AND

(D) THE COLORADO WATER PLAN ADOPTED PURSUANT TO SECTION 37-60-106.3.

(a.5) THE MASTER PLAN MUST INCLUDE:

(I) A NARRATIVE DESCRIPTION OF THE PROCEDURE USED FOR THE DEVELOPMENT AND ADOPTION OF THE MASTER PLAN, INCLUDING A SUMMARY OF ANY OBJECTIONS TO THE MASTER PLAN MADE BY NEIGHBORING JURISDICTIONS AS DEFINED IN SECTION 24-32-3209 (1)(h) AND A DESCRIPTION OF THE RESOLUTION OR OUTCOME OF THE OBJECTIONS;

(II) (A) A WATER SUPPLY ELEMENT DEVELOPED IN CONSULTATION WITH ENTITIES THAT SUPPLY WATER FOR USE WITHIN THE COUNTY OR REGION TO ENSURE COORDINATION ON WATER SUPPLY AND FACILITY PLANNING. NOTHING IN THIS SECTION REQUIRES THE PUBLIC DISCLOSURE OF CONFIDENTIAL INFORMATION RELATED TO WATER SUPPLY OR FACILITIES.

(B) THE WATER SUPPLY ELEMENT MUST ESTIMATE A RANGE OF WATER SUPPLIES AND FACILITIES NEEDED TO SUPPORT THE POTENTIAL PUBLIC AND PRIVATE DEVELOPMENT DESCRIBED IN THE MASTER PLAN, AND INCLUDE WATER CONSERVATION POLICIES, TO BE DETERMINED BY THE COUNTY OR LOCAL GOVERNMENTS WITHIN A REGION, WHICH MAY INCLUDE GOALS SPECIFIED IN THE COLORADO WATER PLAN ADOPTED PURSUANT TO SECTION 37-60-106.3 AND POLICIES TO IMPLEMENT WATER CONSERVATION AND OTHER COLORADO WATER PLAN GOALS AS A CONDITION OF DEVELOPMENT APPROVAL, FOR SUBDIVISIONS, PLANNED UNIT DEVELOPMENTS, SPECIAL USE PERMITS, AND ZONING CHANGES.

(C) A COUNTY OR REGION WITH A MASTER PLAN THAT INCLUDES A WATER SUPPLY ELEMENT SHALL ENSURE THAT ITS MASTER PLAN INCLUDES WATER CONSERVATION POLICIES AT THE FIRST AMENDING OF THE MASTER PLAN, BUT NOT LATER THAN JULY 1, 2025.

(D) NOTHING IN THIS SUBSECTION (3)(a.5)(II) SUPERSEDES,



ABROGATES, OR OTHERWISE IMPAIRS THE ALLOCATION OF WATER PURSUANT TO THE STATE CONSTITUTION OR ANY OTHER PROVISION OF LAW, THE RIGHT TO BENEFICIALLY USE WATER PURSUANT TO DECREES, CONTRACTS, OR OTHER WATER USE AGREEMENTS, OR THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR USE OF ANY WATER FACILITY.

(E) THE DEPARTMENT OF LOCAL AFFAIRS MAY HIRE AND EMPLOY ONE FULL-TIME EMPLOYEE TO PROVIDE EDUCATIONAL RESOURCES AND ASSISTANCE TO A COUNTY OR REGION THAT INCLUDES WATER CONSERVATION POLICIES IN THE WATER SUPPLY ELEMENTS OF MASTER PLANS AS REQUIRED BY THIS SUBSECTION (3)(a.5)(II).

(III) A STRATEGIC GROWTH ELEMENT THAT INTEGRATES ELEMENTS OF THE MASTER PLAN TO DISCOURAGE SPRAWL AND PROMOTE THE DEVELOPMENT OR REDEVELOPMENT OF VACANT AND UNDERUTILIZED PARCELS IN URBAN AREAS TO ADDRESS THE DEMONSTRATED HOUSING NEEDS OF THE COUNTY OR REGION AND MITIGATE THE NEED FOR EXTENSION OF INFRASTRUCTURE AND PUBLIC SERVICES TO DEVELOP NATURAL AND AGRICULTURAL LANDS FOR RESIDENTIAL USES. THE STRATEGIC GROWTH ELEMENT MUST INCLUDE:

(A) A DESCRIPTION OF EXISTING AND POTENTIAL POLICIES AND TOOLS TO PROMOTE STRATEGIC GROWTH AND PREVENT SPRAWL;

(B) AN ANALYSIS OF VACANT AND UNDERUTILIZED SITES THAT IDENTIFIES VACANT, PARTIALLY VACANT, AND UNDERUTILIZED LAND NEAR EXISTING OR PLANNED TRANSIT OR JOB CENTERS THAT COULD BE USED FOR INFILL DEVELOPMENT, REDEVELOPMENT, AND NEW DEVELOPMENT OF HOUSING; ASSESSES THE GENERAL FEASIBILITY OF THE DEVELOPMENT OR REDEVELOPMENT OF SUCH SITES FOR RESIDENTIAL USE BASED ON EXISTING AND NEEDED INFRASTRUCTURE, TRANSPORTATION CAPACITY, ACCESS TO PUBLIC TRANSIT, AND PUBLIC FACILITIES AND SERVICES TO SERVE SUCH SITES; DESCRIBES THE PUBLIC BENEFITS OF THE DEVELOPMENT OR REDEVELOPMENT OF SUCH SITES TO THE COUNTY OR REGION AS AN ALTERNATIVE TO THE DEVELOPMENT OF PREVIOUSLY UNDEVELOPED NATURAL OR AGRICULTURAL LAND; AND IN A MANNER THAT IS CONSISTENT WITH THE MASTER PLAN, DESIGNATES SUCH SITES FOR WHICH DEVELOPMENT OR REDEVELOPMENT IS DEEMED TO BE GENERALLY FEASIBLE FOR FUTURE USES THAT INCLUDE RESIDENTIAL USES IN A MANNER THAT ADDRESSES THE DEMONSTRATED HOUSING NEEDS OF THE COUNTY OR REGION AT ALL INCOME

LEVELS; AND

(C) AN ANALYSIS OF UNDEVELOPED SITES THAT IDENTIFIES PREVIOUSLY UNDEVELOPED PARCELS THAT ARE NOT ADJACENT TO DEVELOPED LAND, INCLUDING EXISTING NATURAL AND AGRICULTURAL LAND, UNDER CONSIDERATION FOR FUTURE DEVELOPMENT, AND, FOR A COUNTY OR REGION IN A METROPOLITAN PLANNING ORGANIZATION ESTABLISHED UNDER THE "FEDERAL TRANSIT ACT OF 1998," 49 U.S.C. SEC. 5301 ET SEQ., AS AMENDED, LAND OUTSIDE OF CENSUS URBAN AREAS AS DEFINED BY THE UNITED STATES BUREAU OF THE CENSUS; ASSESSES THE GENERAL FEASIBILITY OF THE DEVELOPMENT OF SUCH SITES FOR RESIDENTIAL USE BASED ON EXISTING AND NEEDED INFRASTRUCTURE, TRANSPORTATION CAPACITY, ACCESS TO PUBLIC TRANSIT, AND PUBLIC FACILITIES AND SERVICES TO SERVE SUCH SITES; AND DESCRIBES THE LONG-TERM FISCAL IMPACT TO THE COUNTY OR REGION OF THE CONSTRUCTION, OWNERSHIP, MAINTENANCE, AND REPLACEMENT OF INFRASTRUCTURE AND PUBLIC FACILITIES AND THE PROVISION OF PUBLIC SERVICES TO SERVE DEVELOPMENT OF SUCH SITES;

(IV) THE MOST RECENT HOUSING ACTION PLAN OR PLANS ADOPTED BY THE COUNTY OR MUNICIPALITIES WITHIN THE REGION PURSUANT TO SECTION 24-32-3705; AND

(V) FOR A MASTER PLAN BY A REGIONAL PLANNING COMMISSION, THE MOST RECENT VERSION OF THE MASTER PLAN REQUIRED BY SECTION 31-12-105 (1)(e) BY EACH MUNICIPALITY THAT IS PART OF THE REGIONAL PLANNING COMMISSION AND A DESCRIPTION OF HOW EACH JURISDICTION WILL INTEGRATE THAT PLAN INTO THE MASTER PLAN.

(a.7) (I) A COUNTY OR REGION WITH A MASTER PLAN SHALL ENSURE THAT ITS MASTER PLAN INCLUDES A WATER SUPPLY ELEMENT AND A STRATEGIC GROWTH ELEMENT AS REQUIRED BY SUBSECTION (3)(a.5) OF THIS SECTION AT THE FIRST AMENDING OF THE MASTER PLAN THAT OCCURS ON OR AFTER JANUARY 1, 2026, BUT NOT LATER THAN DECEMBER 31, 2026. THE MASTER PLAN OF A COUNTY OR REGION ADOPTED OR AMENDED AFTER DECEMBER 31, 2026, MUST INCLUDE A WATER SUPPLY ELEMENT AND STRATEGIC GROWTH ELEMENT AS REQUIRED BY SUBSECTION (3)(a.5) OF THIS SECTION. THE COUNTY OR REGION MUST UPDATE THE WATER SUPPLY ELEMENT AND STRATEGIC GROWTH ELEMENT NO LESS FREQUENTLY THAN EVERY FIVE YEARS.

(II) A COUNTY OR REGION WITH A MASTER PLAN IS NOT REQUIRED TO INCLUDE A STRATEGIC GROWTH ELEMENT, IF THE COUNTY OR REGION HAS NOT RECEIVED FUNDING TO INCLUDE THE STRATEGIC GROWTH ELEMENT PURSUANT TO SECTION 24-32-3710 AND EITHER:

(A) HAS A POPULATION OF TWENTY THOUSAND OR LESS IN THE COUNTY'S UNINCORPORATED TERRITORY AND HAS EXPERIENCED NEGATIVE POPULATION CHANGE IN THE MOST RECENT DECENNIAL CENSUS; OR

(B) HAS A POPULATION OF FIVE THOUSAND OR LESS IN THE COUNTY'S UNINCORPORATED TERRITORY.

(a.9) THE MASTER PLAN MAY INCLUDE, WHERE APPLICABLE OR APPROPRIATE:

(I) THE GENERAL LOCATION, CHARACTER, AND EXTENT OF EXISTING, PROPOSED, OR PROJECTED STREETS OR ROADS, RIGHTS-OF-WAY, VIADUCTS, BRIDGES, WATERWAYS, WATERFRONTS, PARKWAYS, HIGHWAYS, MASS TRANSIT ROUTES AND CORRIDORS, AND ANY TRANSPORTATION PLAN PREPARED BY ANY METROPOLITAN PLANNING ORGANIZATION THAT COVERS ALL OR A PORTION OF THE COUNTY OR REGION AND THAT THE COUNTY OR REGION HAS RECEIVED NOTIFICATION OF OR, IF THE COUNTY OR REGION IS NOT LOCATED IN AN AREA COVERED BY A METROPOLITAN PLANNING ORGANIZATION, ANY TRANSPORTATION PLAN PREPARED BY THE DEPARTMENT OF TRANSPORTATION THAT THE COUNTY OR REGION HAS RECEIVED NOTIFICATION OF AND THAT APPLIES TO THE COUNTY OR REGION;

(II) THE GENERAL LOCATION OF PUBLIC PLACES OR FACILITIES, INCLUDING PUBLIC SCHOOLS; CULTURALLY, HISTORICALLY, OR ARCHAEOLOGICALLY SIGNIFICANT BUILDINGS, SITES, AND OBJECTS; PLAYGROUNDS, FORESTS, RESERVATIONS, SQUARES, PARKS, AIRPORTS, AVIATION FIELDS, MILITARY INSTALLATIONS; AND OTHER PUBLIC WAYS, GROUNDS, OPEN SPACES, TRAILS, AND DESIGNATED FEDERAL, STATE, AND LOCAL WILDLIFE AREAS. FOR PURPOSES OF THIS SECTION, "MILITARY INSTALLATION" HAS THE SAME MEANING AS SPECIFIED IN SECTION 29-20-105.6 (2)(b).

(III) THE GENERAL LOCATION AND EXTENT OF PUBLIC UTILITIES, TERMINALS, CAPITAL FACILITIES, AND TRANSFER FACILITIES, WHETHER PUBLICLY OR PRIVATELY OWNED, FOR WATER, LIGHT, POWER, SANITATION,

TRANSPORTATION, COMMUNICATION, HEAT, AND OTHER PURPOSES AND ANY PROPOSED OR PROJECTED NEEDS FOR CAPITAL FACILITIES AND UTILITIES, INCLUDING THE PRIORITIES, ANTICIPATED COSTS, AND FUNDING PROPOSALS FOR SUCH FACILITIES AND UTILITIES;

(IV) THE ACCEPTANCE, WIDENING, REMOVAL, EXTENSION, RELOCATION, NARROWING, VACATION, ABANDONMENT, MODIFICATION, OR CHANGE OF USE OF ANY OF THE PUBLIC WAYS, RIGHTS-OF-WAY, INCLUDING THE COORDINATION OF SUCH RIGHTS-OF-WAY WITH THE RIGHTS-OF-WAY OF OTHER COUNTIES, REGIONS, OR MUNICIPALITIES, GROUNDS, OPEN SPACES, BUILDINGS, PROPERTIES, UTILITIES, OR TERMINALS REFERRED TO IN SUBSECTIONS (3)(a.5)(II)(C), (3)(a.9)(I), (3)(a.9)(II), AND (3)(a.9)(III) OF THIS SECTION;

(V) METHODS FOR ASSURING ACCESS TO APPROPRIATE CONDITIONS FOR SOLAR, WIND, OR OTHER ALTERNATIVE ENERGY SOURCES, INCLUDING GEOTHERMAL ENERGY USED FOR WATER HEATING OR SPACE HEATING OR COOLING IN A SINGLE BUILDING, FOR SPACE HEATING FOR MORE THAN ONE BUILDING THROUGH A PIPELINE NETWORK, OR FOR ELECTRICITY GENERATION;

(VI) THE GENERAL CHARACTER, LOCATION, AND EXTENT OF COMMUNITY CENTERS, TOWNSITES, HOUSING DEVELOPMENTS, WHETHER PUBLIC OR PRIVATE; THE EXISTING, PROPOSED, OR PROJECTED LOCATION OF RESIDENTIAL NEIGHBORHOODS AND SUFFICIENT LAND FOR FUTURE HOUSING DEVELOPMENT FOR THE EXISTING AND PROJECTED ECONOMIC AND OTHER NEEDS OF ALL CURRENT AND ANTICIPATED RESIDENTS OF THE COUNTY OR REGION; AND URBAN CONSERVATION OR REDEVELOPMENT AREAS. IF A COUNTY OR REGION HAS ENTERED INTO A REGIONAL PLANNING AGREEMENT, THE AGREEMENT MAY BE INCORPORATED BY REFERENCE INTO THE MASTER PLAN.

(VII) THE GENERAL LOCATION AND EXTENT OF FORESTS, AGRICULTURAL AREAS, FLOOD CONTROL AREAS, AND OPEN DEVELOPMENT AREAS FOR PURPOSES OF CONSERVATION, FOOD AND WATER SUPPLY, SANITARY AND DRAINAGE FACILITIES, FLOOD CONTROL, OR THE PROTECTION OF URBAN DEVELOPMENT;

(VIII) A LAND CLASSIFICATION AND UTILIZATION PROGRAM;

(IX) PROJECTIONS OF POPULATION CHANGE AND HOUSING NEEDS TO ACCOMMODATE THE PROJECTED POPULATION FOR SPECIFIED INCREMENTS OF TIME. THE COUNTY OR REGION MAY BASE THESE PROJECTIONS UPON DATA FROM THE DEPARTMENT OF LOCAL AFFAIRS AND UPON THE COUNTY'S OR REGION'S LOCAL OBJECTIVES.

(X) THE LOCATION OF AREAS CONTAINING STEEP SLOPES, GEOLOGICAL HAZARDS, ENDANGERED OR THREATENED SPECIES, WETLANDS, FLOODPLAINS, FLOODWAYS, AND FLOOD RISK ZONES, HIGHLY ERODIBLE LAND OR UNSTABLE SOILS, AND WILDFIRE HAZARDS. FOR PURPOSES OF DETERMINING THE LOCATION OF SUCH AREAS, THE PLANNING COMMISSION SHOULD CONSIDER THE FOLLOWING SOURCES FOR GUIDANCE:

(A) THE COLORADO GEOLOGICAL SURVEY FOR DEFINING AND MAPPING GEOLOGICAL HAZARDS;

(B) THE UNITED STATES FISH AND WILDLIFE SERVICE OF THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE PARKS AND WILDLIFE COMMISSION CREATED IN SECTION 33-9-101 FOR LOCATING AREAS INHABITED BY ENDANGERED OR THREATENED SPECIES;

(C) THE UNITED STATES ARMY CORPS OF ENGINEERS AND THE UNITED STATES FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY FOR DEFINING AND MAPPING WETLANDS;

(D) THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR DEFINING AND MAPPING FLOODPLAINS, FLOODWAYS, AND FLOOD RISK ZONES;

(E) THE NATURAL RESOURCES CONSERVATION SERVICE OF THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR DEFINING AND MAPPING UNSTABLE SOILS AND HIGHLY ERODIBLE LAND; AND

(F) THE COLORADO STATE FOREST SERVICE FOR LOCATING WILDFIRE HAZARD AREAS.

(8) A COUNTY OR REGIONAL PLANNING COMMISSION SHALL SUBMIT THE MASTER PLAN AND ANY SEPARATELY APPROVED WATER SUPPLY ELEMENT AND STRATEGIC GROWTH ELEMENT TO THE DIVISION OF LOCAL GOVERNMENT IN THE DEPARTMENT OF LOCAL AFFAIRS. THE DIVISION OF LOCAL GOVERNMENT SHALL REVIEW MASTER PLANS AND MAY PROVIDE

COMMENTS TO THE COMMISSION.

**SECTION 3.** In Colorado Revised Statutes, 31-23-206, **repeal and reenact, with amendments, (1); and add (1.3), (1.5), (1.7), (1.9), and (8)** as follows:

**31-23-206. Master plan.** (1) IT IS THE DUTY OF THE COMMISSION TO MAKE AND ADOPT A MASTER PLAN FOR THE PHYSICAL DEVELOPMENT OF THE MUNICIPALITY, INCLUDING ANY AREAS OUTSIDE ITS BOUNDARIES, SUBJECT TO THE APPROVAL OF THE GOVERNMENTAL BODY HAVING JURISDICTION THEREOF, THAT IN THE COMMISSION'S JUDGMENT BEAR RELATION TO THE PLANNING OF THE MUNICIPALITY. THE MASTER PLAN OF A MUNICIPALITY IS AN ADVISORY DOCUMENT TO GUIDE LAND DEVELOPMENT DECISIONS; HOWEVER, THE MASTER PLAN OR ANY PART THEREOF MAY BE MADE BINDING BY INCLUSION IN THE MUNICIPALITY'S ADOPTED SUBDIVISION, ZONING, PLATTING, PLANNED UNIT DEVELOPMENT, OR OTHER SIMILAR LAND DEVELOPMENT REGULATIONS AFTER SATISFYING NOTICE, DUE PROCESS, AND HEARING REQUIREMENTS FOR LEGISLATIVE OR QUASI-JUDICIAL PROCESSES AS APPROPRIATE. THE MASTER PLAN, WITH THE ACCOMPANYING MAPS, PLATS, CHARTS, AND DESCRIPTIVE MATTER, MUST SHOW THE COMMISSION'S RECOMMENDATIONS FOR THE DEVELOPMENT OF THE MUNICIPALITY AND OUTLYING AREAS.

(1.3) (a) WHEN A COMMISSION DECIDES TO ADOPT A MASTER PLAN, THE COMMISSION SHALL CONDUCT PUBLIC HEARINGS, AFTER NOTICE OF SUCH PUBLIC HEARINGS HAS BEEN PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION IN THE MUNICIPALITY IN A MANNER SUFFICIENT TO NOTIFY THE PUBLIC OF THE TIME, PLACE, AND NATURE OF THE PUBLIC HEARING, PRIOR TO FINAL ADOPTION OF A MASTER PLAN IN ORDER TO ENCOURAGE PUBLIC PARTICIPATION IN AND AWARENESS OF THE DEVELOPMENT OF THE MASTER PLAN AND SHALL ACCEPT AND CONSIDER ORAL AND WRITTEN PUBLIC COMMENTS THROUGHOUT THE PROCESS OF DEVELOPING THE MASTER PLAN.

(b) THE COMMISSION SHALL FOLLOW THE PROCEDURES IN SECTION 24-32-3209. FOR PURPOSES OF THIS SECTION, ANY SPECIAL DISTRICT THAT SUPPLIES WATER TO THE AREA COVERED BY THE MASTER PLAN IS A NEIGHBORING JURISDICTION AS DEFINED IN SECTION 24-32-3209 (1)(h).

(c) FOR ANY MASTER PLAN ADOPTED AFTER JANUARY 1, 2026, THE COMMISSION SHALL CONSIDER THE FOLLOWING, WHERE APPLICABLE OR

APPROPRIATE, AND ANY OTHER INFORMATION DEEMED RELEVANT BY THE COMMISSION:

(I) THE APPLICABLE HOUSING NEEDS ASSESSMENTS PUBLISHED PURSUANT TO SECTION 24-32-3702 (1)(b), 24-32-3703, OR 24-32-3704;

(II) THE STATEWIDE STRATEGIC GROWTH REPORT CREATED PURSUANT TO SECTION 24-32-3707;

(III) THE NATURAL LAND AND AGRICULTURAL OPPORTUNITIES REPORT PUBLISHED PURSUANT TO SECTION 24-32-3708; AND

(IV) THE COLORADO WATER PLAN ADOPTED PURSUANT TO SECTION 37-60-106.3.

(1.5) THE MASTER PLAN MUST INCLUDE:

(a) A NARRATIVE DESCRIPTION OF THE PROCEDURE USED FOR THE DEVELOPMENT AND ADOPTION OF THE MASTER PLAN, INCLUDING A SUMMARY OF ANY OBJECTIONS TO THE MASTER PLAN MADE BY NEIGHBORING JURISDICTIONS PURSUANT TO SECTION 24-32-3209 AND A DESCRIPTION OF THE RESOLUTION OR OUTCOME OF THE OBJECTIONS;

(b) THE MOST RECENT VERSION OF THE MASTER PLAN REQUIRED BY SECTION 31-12-105 (1)(e) OR A SIMILAR MASTER PLAN FOR AREAS OF POTENTIAL GROWTH WITHIN THREE MILES OF THE MUNICIPALITY'S EXISTING BOUNDARIES AND A DESCRIPTION OF HOW THE MUNICIPALITY INTENDS TO INTEGRATE THAT PLAN INTO THE MASTER PLAN;

(c) (I) A WATER SUPPLY ELEMENT DEVELOPED IN CONSULTATION WITH ENTITIES THAT SUPPLY WATER FOR USE WITHIN THE MUNICIPALITY TO ENSURE COORDINATION ON WATER SUPPLY AND FACILITY PLANNING. NOTHING IN THIS SECTION REQUIRES THE PUBLIC DISCLOSURE OF CONFIDENTIAL INFORMATION RELATED TO WATER SUPPLY OR FACILITIES.

(II) THE WATER SUPPLY ELEMENT MUST:

(A) ESTIMATE A RANGE OF WATER SUPPLIES AND FACILITIES NEEDED TO SUPPORT THE POTENTIAL PUBLIC AND PRIVATE DEVELOPMENT DESCRIBED IN THE MASTER PLAN; AND

(B) INCLUDE WATER CONSERVATION POLICIES, TO BE DETERMINED BY THE MUNICIPALITY, WHICH MAY INCLUDE GOALS SPECIFIED IN THE COLORADO WATER PLAN ADOPTED PURSUANT TO SECTION 37-60-106.3 AND POLICIES TO IMPLEMENT WATER CONSERVATION AND OTHER COLORADO WATER PLAN GOALS AS A CONDITION OF DEVELOPMENT APPROVAL, INCLUDING SUBDIVISIONS, PLANNED UNIT DEVELOPMENTS, SPECIAL USE PERMITS, AND ZONING CHANGES.

(III) A MUNICIPALITY WITH A MASTER PLAN THAT INCLUDES A WATER SUPPLY ELEMENT SHALL ENSURE THAT ITS MASTER PLAN INCLUDES WATER CONSERVATION POLICIES AT THE FIRST AMENDING OF THE MASTER PLAN, BUT NOT LATER THAN JULY 1, 2025;

(IV) NOTHING IN THIS SUBSECTION (1.5)(c) SUPERSEDES, ABROGATES, OR OTHERWISE IMPAIRS THE ALLOCATION OF WATER PURSUANT TO THE STATE CONSTITUTION OR ANY OTHER PROVISION OF LAW, THE RIGHT TO BENEFICIALLY USE WATER PURSUANT TO DECREES, CONTRACTS, OR OTHER WATER USE AGREEMENTS, OR THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR USE OF ANY WATER FACILITY; AND

(V) THE DEPARTMENT OF LOCAL AFFAIRS MAY HIRE AND EMPLOY ONE FULL-TIME EMPLOYEE TO PROVIDE EDUCATIONAL RESOURCES AND ASSISTANCE TO MUNICIPALITIES THAT INCLUDE WATER CONSERVATION POLICIES IN THE WATER SUPPLY ELEMENTS OF MASTER PLANS AS REQUIRED BY THIS SUBSECTION (1.5)(c).

(d) A STRATEGIC GROWTH ELEMENT THAT INTEGRATES ELEMENTS OF THE MASTER PLAN TO DISCOURAGE SPRAWL AND PROMOTE THE DEVELOPMENT OR REDEVELOPMENT OF VACANT AND UNDERUTILIZED PARCELS IN URBAN AREAS TO ADDRESS THE MUNICIPALITY'S DEMONSTRATED HOUSING NEEDS AND MITIGATE THE NEED FOR EXTENSION OF INFRASTRUCTURE AND PUBLIC SERVICES TO DEVELOP NATURAL AND AGRICULTURAL LANDS FOR RESIDENTIAL USES. THE STRATEGIC GROWTH ELEMENT MUST INCLUDE:

(I) A DESCRIPTION OF EXISTING AND POTENTIAL POLICIES AND TOOLS TO PROMOTE STRATEGIC GROWTH AND PREVENT SPRAWL;

(II) AN ANALYSIS OF VACANT AND UNDERUTILIZED SITES THAT:



(A) IDENTIFIES VACANT, PARTIALLY VACANT, AND UNDERUTILIZED LAND NEAR EXISTING OR PLANNED TRANSIT OR JOB CENTERS THAT COULD BE USED FOR INFILL DEVELOPMENT, REDEVELOPMENT, AND NEW DEVELOPMENT OF HOUSING;

(B) ASSESSES THE GENERAL FEASIBILITY OF THE DEVELOPMENT OR REDEVELOPMENT OF SUCH SITES FOR RESIDENTIAL USE BASED ON EXISTING AND NEEDED INFRASTRUCTURE, TRANSPORTATION CAPACITY, ACCESS TO PUBLIC TRANSIT, AND PUBLIC FACILITIES AND SERVICES TO SERVE SUCH SITES;

(C) DESCRIBES THE PUBLIC BENEFITS OF THE DEVELOPMENT OR REDEVELOPMENT OF SUCH SITES TO THE MUNICIPALITY AS AN ALTERNATIVE TO THE DEVELOPMENT OF PREVIOUSLY UNDEVELOPED NATURAL OR AGRICULTURAL LAND; AND

(D) IN A MANNER THAT IS CONSISTENT WITH THE MASTER PLAN, DESIGNATES SUCH SITES FOR WHICH DEVELOPMENT OR REDEVELOPMENT IS DEEMED TO BE GENERALLY FEASIBLE FOR FUTURE USES THAT INCLUDE RESIDENTIAL USES IN A MANNER THAT ADDRESSES THE MUNICIPALITY'S DEMONSTRATED HOUSING NEEDS AT ALL INCOME LEVELS; AND

(III) AN ANALYSIS OF UNDEVELOPED SITES THAT:

(A) IDENTIFIES PREVIOUSLY UNDEVELOPED PARCELS THAT ARE NOT ADJACENT TO DEVELOPED LAND, INCLUDING EXISTING NATURAL AND AGRICULTURAL LAND, UNDER CONSIDERATION FOR FUTURE DEVELOPMENT, AND, FOR A MUNICIPALITY IN A METROPOLITAN PLANNING ORGANIZATION ESTABLISHED UNDER THE "FEDERAL TRANSIT ACT OF 1998," 49 U.S.C. SEC. 5301 ET SEQ., AS AMENDED, LAND OUTSIDE OF CENSUS URBAN AREAS AS DEFINED BY THE UNITED STATES BUREAU OF THE CENSUS;

(B) ASSESSES THE GENERAL FEASIBILITY OF THE DEVELOPMENT OF SUCH SITES FOR RESIDENTIAL USE BASED ON EXISTING AND NEEDED INFRASTRUCTURE, TRANSPORTATION CAPACITY, ACCESS TO PUBLIC TRANSIT, AND PUBLIC FACILITIES AND SERVICES TO SERVE SUCH SITES; AND

(C) DESCRIBES THE LONG-TERM FISCAL IMPACT TO THE MUNICIPALITY OF THE CONSTRUCTION, OWNERSHIP, MAINTENANCE, AND REPLACEMENT OF INFRASTRUCTURE AND PUBLIC FACILITIES AND THE

PROVISION OF PUBLIC SERVICES TO SERVE DEVELOPMENT OF SUCH SITES; AND

(e) THE MOST RECENT HOUSING ACTION PLAN ADOPTED BY THE MUNICIPALITY PURSUANT TO SECTION 24-32-3705.

(1.7)(a) A MUNICIPALITY WITH A MASTER PLAN SHALL ENSURE THAT ITS MASTER PLAN INCLUDES A WATER SUPPLY ELEMENT AND STRATEGIC GROWTH ELEMENT AS REQUIRED BY SUBSECTION (1.5) OF THIS SECTION AT THE FIRST AMENDING OF THE MASTER PLAN THAT OCCURS ON OR AFTER JANUARY 1, 2026, BUT NOT LATER THAN DECEMBER 31, 2026. THE MASTER PLAN OF A MUNICIPALITY ADOPTED OR AMENDED AFTER DECEMBER 31, 2026, MUST INCLUDE A WATER SUPPLY ELEMENT AND STRATEGIC GROWTH ELEMENT AS REQUIRED BY SUBSECTION (1.5) OF THIS SECTION. A MUNICIPALITY SHALL UPDATE THE WATER SUPPLY ELEMENT AND STRATEGIC GROWTH ELEMENT AS REQUIRED BY SUBSECTION (1.5) OF THIS SECTION NO LESS FREQUENTLY THAN EVERY FIVE YEARS.

(b) A MUNICIPALITY WITH A MASTER PLAN IS NOT REQUIRED TO INCLUDE A STRATEGIC GROWTH ELEMENT IF THE MUNICIPALITY HAS NOT RECEIVED FUNDING TO INCLUDE THE STRATEGIC GROWTH ELEMENT PURSUANT TO SECTION 24-32-3710 AND EITHER:

(I) HAS A POPULATION OF TWENTY THOUSAND OR LESS AND HAS EXPERIENCED NEGATIVE POPULATION CHANGE IN THE MOST RECENT DECENNIAL CENSUS; OR

(II) HAS A POPULATION OF TWO THOUSAND OR LESS.

(1.9) THE MASTER PLAN MAY INCLUDE, WHERE APPLICABLE OR APPROPRIATE:

(a) THE GENERAL LOCATION, CHARACTER, AND EXTENT OF EXISTING, PROPOSED, OR PROJECTED STREETS, ROADS, RIGHTS-OF-WAY, BRIDGES, WATERWAYS, WATERFRONTS, PARKWAYS, HIGHWAYS, MASS TRANSIT ROUTES AND CORRIDORS, AND ANY TRANSPORTATION PLAN PREPARED BY ANY METROPOLITAN PLANNING ORGANIZATION THAT COVERS ALL OR A PORTION OF THE MUNICIPALITY AND THAT THE MUNICIPALITY HAS RECEIVED NOTIFICATION OF OR, IF THE MUNICIPALITY IS NOT LOCATED IN AN AREA COVERED BY A METROPOLITAN PLANNING ORGANIZATION, ANY TRANSPORTATION PLAN PREPARED BY THE DEPARTMENT OF

TRANSPORTATION THAT THE MUNICIPALITY HAS RECEIVED NOTIFICATION OF AND THAT COVERS ALL OR A PORTION OF THE MUNICIPALITY;

(b) THE GENERAL LOCATION OF PUBLIC PLACES OR FACILITIES, INCLUDING PUBLIC SCHOOLS, CULTURALLY, HISTORICALLY, OR ARCHAEOLOGICALLY SIGNIFICANT BUILDINGS, SITES, AND OBJECTS, PLAYGROUNDS, SQUARES, PARKS, AIRPORTS, AVIATION FIELDS, MILITARY INSTALLATIONS, AND OTHER PUBLIC WAYS, GROUNDS, OPEN SPACES, TRAILS, AND DESIGNATED FEDERAL, STATE, AND LOCAL WILDLIFE AREAS. FOR PURPOSES OF THIS SECTION, "MILITARY INSTALLATION" HAS THE SAME MEANING AS SPECIFIED IN SECTION 29-20-105.6 (2)(b).

(c) THE GENERAL LOCATION AND EXTENT OF PUBLIC UTILITIES TERMINALS, CAPITAL FACILITIES, AND TRANSFER FACILITIES, WHETHER PUBLICLY OR PRIVATELY OWNED OR OPERATED, FOR WATER, LIGHT, SANITATION, TRANSPORTATION, COMMUNICATION, POWER, AND OTHER PURPOSES AND ANY PROPOSED OR PROJECTED NEEDS FOR CAPITAL FACILITIES AND UTILITIES, INCLUDING THE PRIORITIES, ANTICIPATED COSTS, AND FUNDING PROPOSALS FOR SUCH FACILITIES AND UTILITIES;

(d) THE ACCEPTANCE, REMOVAL, RELOCATION, WIDENING, NARROWING, VACATING, ABANDONMENT, MODIFICATION, CHANGE OF USE, OR EXTENSION OF ANY OF THE PUBLIC WAYS, RIGHTS-OF-WAY, INCLUDING THE COORDINATION OF SUCH RIGHTS-OF-WAY WITH THE RIGHTS-OF-WAY OF OTHER MUNICIPALITIES, COUNTIES, OR REGIONS, GROUNDS, OPEN SPACES, BUILDINGS, PROPERTY, UTILITY, OR TERMINALS REFERRED TO IN SUBSECTIONS (1.5)(c), (1.7)(a), AND (1.7)(b) OF THIS SECTION;

(e) A ZONING PLAN FOR THE CONTROL OF THE HEIGHT, AREA, BULK, LOCATION, AND USE OF BUILDINGS AND PREMISES. SUCH A ZONING PLAN MAY PROTECT AND ASSURE ACCESS TO APPROPRIATE CONDITIONS FOR SOLAR, WIND, OR OTHER ALTERNATIVE ENERGY SOURCES, INCLUDING GEOTHERMAL ENERGY USED FOR WATER HEATING OR SPACE HEATING OR COOLING IN A SINGLE BUILDING, FOR SPACE HEATING FOR MORE THAN ONE BUILDING THROUGH A PIPELINE NETWORK, OR FOR ELECTRICITY GENERATION; HOWEVER, REGULATIONS AND RESTRICTIONS OF THE HEIGHT, NUMBER OF STORIES, SIZE OF BUILDINGS AND OTHER STRUCTURES, AND THE HEIGHT AND LOCATION OF TREES AND OTHER VEGETATION SHALL NOT APPLY TO EXISTING BUILDINGS, STRUCTURES, TREES, OR VEGETATION EXCEPT FOR NEW GROWTH ON SUCH VEGETATION;

(f) THE GENERAL CHARACTER, LOCATION, AND EXTENT OF COMMUNITY CENTERS, HOUSING DEVELOPMENTS, WHETHER PUBLIC OR PRIVATE; THE EXISTING, PROPOSED, OR PROJECTED LOCATION OF RESIDENTIAL NEIGHBORHOODS AND SUFFICIENT LAND FOR FUTURE HOUSING DEVELOPMENT FOR THE EXISTING AND PROJECTED ECONOMIC AND OTHER NEEDS OF ALL CURRENT AND ANTICIPATED RESIDENTS OF THE MUNICIPALITY; AND REDEVELOPMENT AREAS. IF A MUNICIPALITY HAS ENTERED INTO A REGIONAL PLANNING AGREEMENT, THE AGREEMENT MAY BE INCORPORATED BY REFERENCE INTO THE MASTER PLAN.

(g) A PLAN FOR THE EXTRACTION OF COMMERCIAL MINERAL DEPOSITS PURSUANT TO SECTION 34-1-304;

(h) A PLAN FOR THE LOCATION AND PLACEMENT OF PUBLIC UTILITIES THAT FACILITATES THE PROVISION OF SUCH UTILITIES TO ALL EXISTING, PROPOSED, OR PROJECTED DEVELOPMENTS IN THE MUNICIPALITY;

(i) PROJECTIONS OF POPULATION CHANGE AND HOUSING NEEDS TO ACCOMMODATE THE PROJECTED POPULATION FOR SPECIFIED INCREMENTS OF TIME. THE MUNICIPALITY MAY BASE THESE PROJECTIONS UPON DATA FROM THE DEPARTMENT OF LOCAL AFFAIRS AND UPON THE MUNICIPALITY'S LOCAL OBJECTIVES;

(j) THE AREAS CONTAINING STEEP SLOPES, GEOLOGICAL HAZARDS, ENDANGERED OR THREATENED SPECIES, WETLANDS, FLOODPLAINS, FLOODWAYS, AND FLOOD RISK ZONES, HIGHLY ERODIBLE LAND OR UNSTABLE SOILS, AND WILDFIRE HAZARDS. FOR PURPOSES OF DETERMINING THE LOCATION OF SUCH AREAS, THE PLANNING COMMISSION SHOULD CONSIDER THE FOLLOWING SOURCES FOR GUIDANCE:

(I) THE COLORADO GEOLOGICAL SURVEY FOR DEFINING AND MAPPING GEOLOGICAL HAZARDS;

(II) THE UNITED STATES FISH AND WILDLIFE SERVICE OF THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE PARKS AND WILDLIFE COMMISSION CREATED IN SECTION 33-9-101 FOR LOCATING AREAS INHABITED BY ENDANGERED OR THREATENED SPECIES;

(III) THE UNITED STATES ARMY CORPS OF ENGINEERS AND THE UNITED STATES FISH AND WILDLIFE SERVICE NATIONAL WETLANDS

INVENTORY FOR DEFINING AND MAPPING WETLANDS;

(IV) THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR DEFINING AND MAPPING FLOODPLAINS, FLOODWAYS, AND FLOOD RISK ZONES;

(V) THE NATURAL RESOURCES CONSERVATION SERVICE OF THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR DEFINING AND MAPPING UNSTABLE SOILS AND HIGHLY ERODIBLE LAND; AND

(VI) THE COLORADO STATE FOREST SERVICE FOR LOCATING WILDFIRE HAZARD AREAS.

(8) THE COMMISSION SHALL SUBMIT THE MASTER PLAN AND ANY SEPARATELY APPROVED WATER SUPPLY ELEMENT AND STRATEGIC GROWTH ELEMENT TO THE DIVISION OF LOCAL GOVERNMENT IN THE DEPARTMENT OF LOCAL AFFAIRS. THE DIVISION OF LOCAL GOVERNMENT SHALL REVIEW MASTER PLANS AND MAY PROVIDE COMMENTS TO THE COMMISSION.

**SECTION 4.** In Colorado Revised Statutes, 38-33.3-106.5, **add** (6) as follows:

**38-33.3-106.5. Prohibitions contrary to public policy - patriotic, political, or religious expression - public rights-of-way - fire prevention - renewable energy generation devices - affordable housing - drought prevention measures - child care - definitions.** (6) (a) AN ASSOCIATION SHALL NOT PROHIBIT OR RESTRICT THE CONSTRUCTION OF ACCESSORY DWELLING UNITS OR MIDDLE HOUSING IF THE ZONING LAWS OF THE LOCAL JURISDICTION WOULD OTHERWISE ALLOW SUCH USES ON A PROPERTY. THIS SUBSECTION (6)(a) APPLIES ONLY TO ANY DECLARATION RECORDED ON OR AFTER JULY 1, 2024, OR IN ANY BYLAWS OR RULES AND REGULATIONS OF THE ASSOCIATION ADOPTED OR AMENDED ON OR AFTER JULY 1, 2024, UNLESS THE DECLARATION, BYLAWS, OR RULES AND REGULATIONS CONTAINED SUCH A RESTRICTION AS OF THE EFFECTIVE DATE OF THIS SUBSECTION (6)(a).

(b) AS USED IN THIS SUBSECTION (6), UNLESS THE CONTEXT OTHERWISE REQUIRES:

(I) "ACCESSORY DWELLING UNIT" MEANS AN INTERNAL, ATTACHED, OR DETACHED DWELLING UNIT THAT IS LOCATED ON THE SAME LOT AS A

PROPOSED OR EXISTING PRIMARY RESIDENCE.

(II) "MIDDLE HOUSING" MEANS A RESIDENTIAL STRUCTURE OR STRUCTURES THAT INCLUDE BETWEEN TWO AND FOUR SEPARATE DWELLING UNITS IN A STRUCTURE, A TOWNHOME BUILDING, OR A COTTAGE CLUSTER OF UP TO FOUR UNITS.

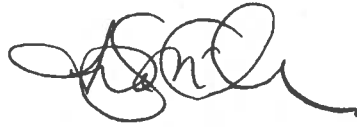
**SECTION 5. Appropriation.** For the 2024-25 state fiscal year, \$583,864 is appropriated to the office of the governor for use by the office of information technology. This appropriation is from reappropriated funds received from the department of local affairs from the housing needs planning technical assistance fund created in section 24-32-3709 (6)(a), C.R.S. To implement this act, the office may use this appropriation to provide information technology services for the department of local affairs.

**SECTION 6. Safety clause.** The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for

the support and maintenance of the departments of the state and state institutions.



Steve Fenberg  
PRESIDENT OF  
THE SENATE



Julie McCluskie  
SPEAKER OF THE HOUSE  
OF REPRESENTATIVES

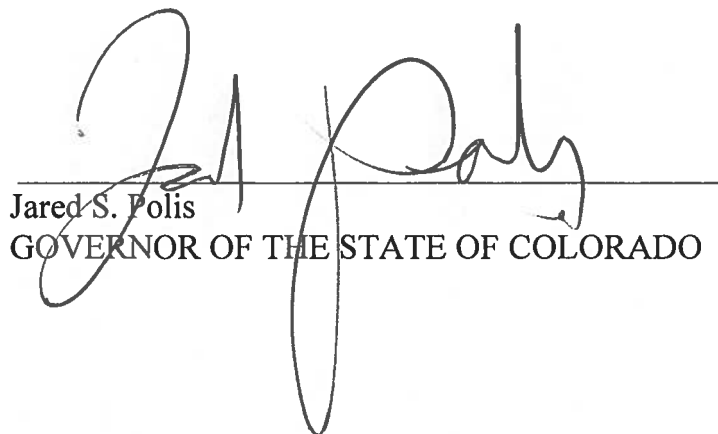


Cindi L. Markwell  
SECRETARY OF  
THE SENATE



Robin Jones  
CHIEF CLERK OF THE HOUSE  
OF REPRESENTATIVES

APPROVED Thursday May 30<sup>th</sup> 2024 at 11:20 AM  
(Date and Time)



Jared S. Polis  
GOVERNOR OF THE STATE OF COLORADO



# Denver Regional Council of Governments Regional Housing Needs Assessment

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Town Council Meeting

Eric Leveridge, Housing Management Analyst

August 12, 2025





## Overview

- The Sustainable Affordable Housing Act (SB24-174) was passed by the State legislature in 2024
- Must conduct a housing needs assessment that conforms to State methodologies by December 31, 2026
  - Erie's 2023 Housing Needs Assessment does not conform
  - The Town can meet requirements by reviewing and providing comment on DRCOG Regional Housing Needs Assessment (RHNA)



## DRCOG Regional Housing Needs Assessment

- DRCOG Board of Directors initiated in 2023 to respond to regional housing challenges
  - Shared, data-driven foundation
  - How much housing the region needs, where, and at what price points
- Stakeholder engagement and advisory group
- 60-day review period by local governments: July 14 to Sept. 12



## Summary of Key Findings

- Despite periodic building booms, the region has not produced enough housing to keep pace with population and job growth
- Low-income households (below 50% Area Median Income) represent the greatest need for additional housing
- Aging population and smaller household trends will require more diverse housing types
- Housing types and affordability are unevenly distributed across the region



# 10-year Regional Housing Needs

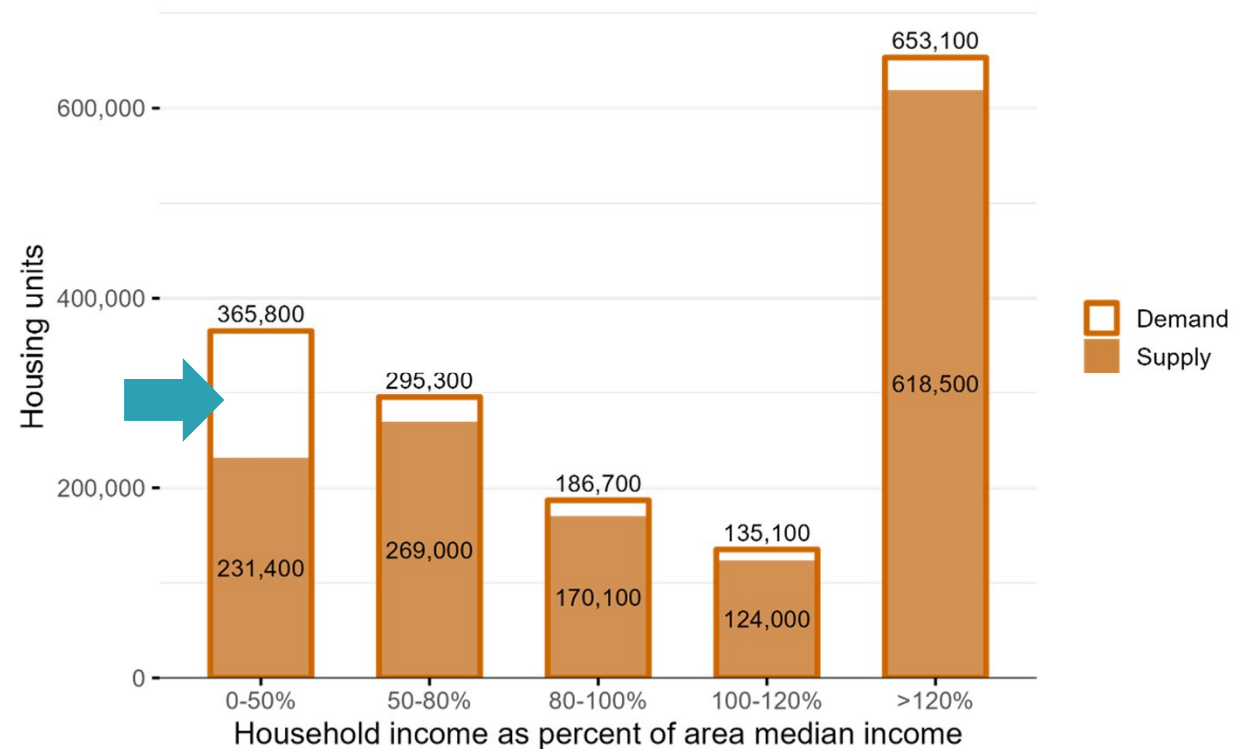
Component	Housing units
Current need	69,000
Future need	154,000
Total units	223,000

The Denver region will need to produce about 223,000 new housing units between 2023-2032 to meet current and future needs

Source: EConorthwest analysis; DRCOG small-area forecast, 2025; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

## Distribution of Need through 2032

Almost 135,000 units for households earning 0 – 50% Area Median Income are needed regionally to meet current and future demand by 2032



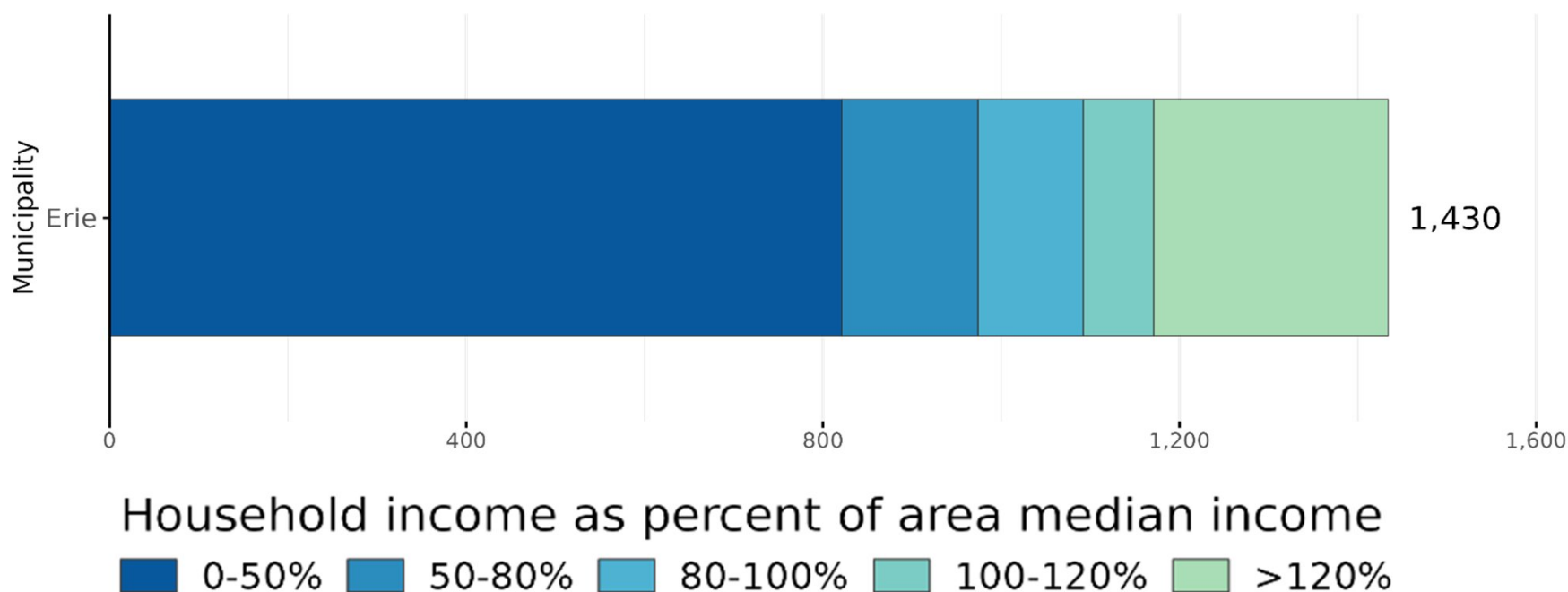
Source: ECONorthwest analysis; DRCOG small-area forecast, 2025; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

# Identifying Local Housing Needs





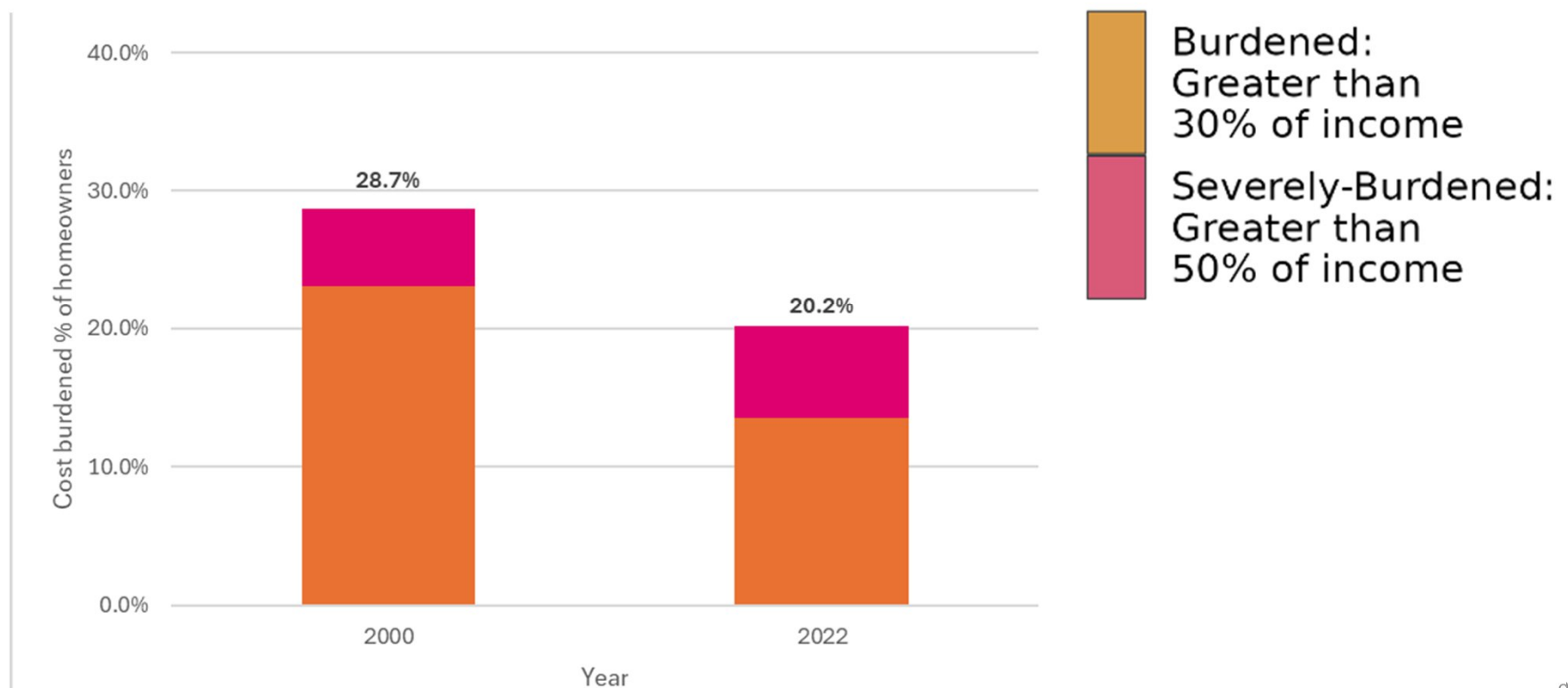
## 10-year Housing Need in Erie



Source: DRCOG, ACS PUMS 1-Year 2022, ECONW calculations 8

# Cost Burdened Households in Erie

## HOMEOWNERS

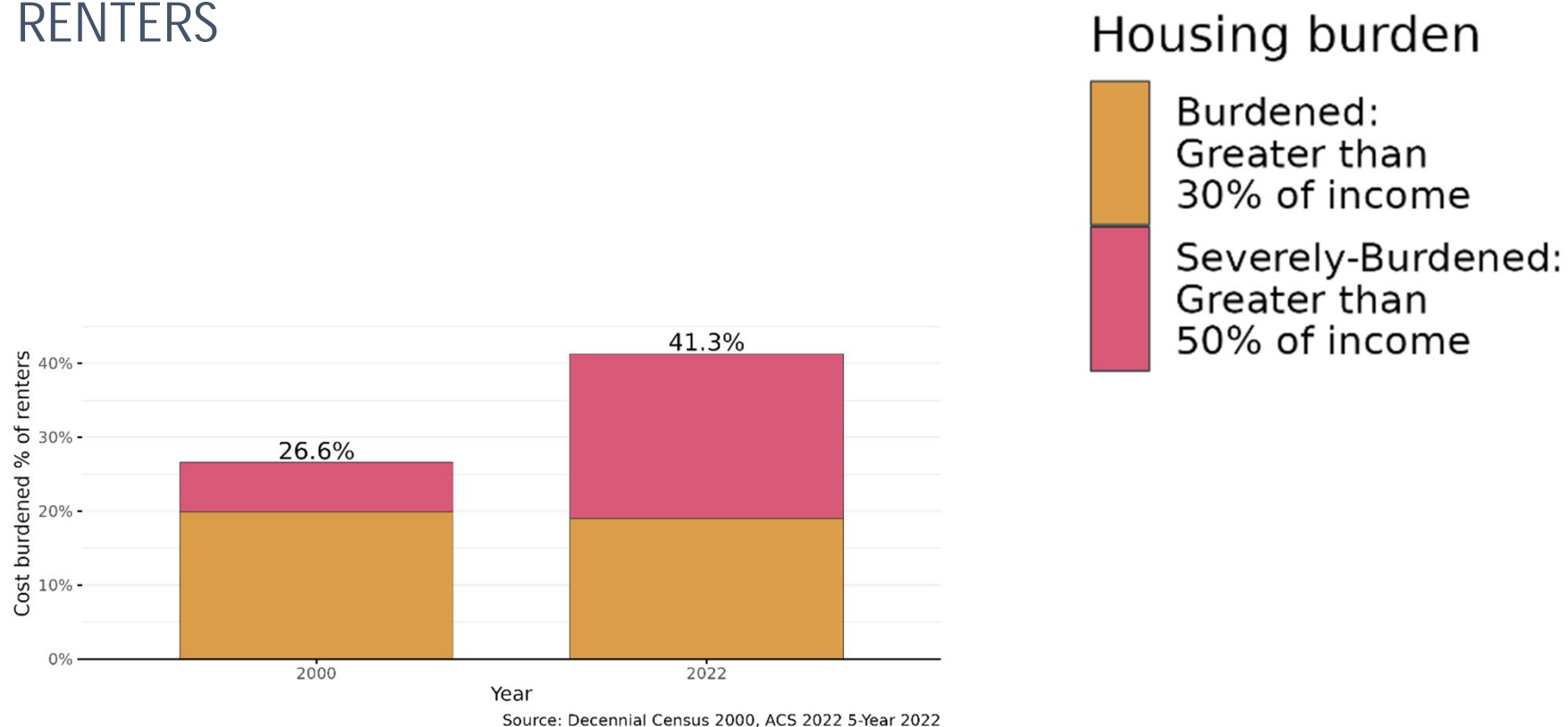






# Cost Burdened Households in Erie

## RENTERS





## Meeting Housing Needs Assessment Requirements and Next Steps

- If desired, Council should review and provide comment on DRCOG Regional Housing Needs Assessment
  - Staff provide comments and meeting details to DOLA by September 12, 2025
- Housing Action Plan due by January 2028



# Questions & Discussion



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 8/12/2025**

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**File #:** 25-214, **Version:** 1

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**SUBJECT:**

**PUBLIC HEARING:** An Ordinance of the Town Council of the Town of Erie Amending Chapters 6 and 7 of Title 10 of the Erie Municipal Code Removing Alternative Standards for Affordable Housing Projects

**DEPARTMENT:** Planning & Development

**PRESENTER(S):** Sarah Nurmela, Planning and Development Director  
Kelly Driscoll, Planning Manager

**TIME ESTIMATE:** 60 minutes

**FISCAL SUMMARY:**

N/A

**POLICY ISSUES:**

Current provisions in the code, adopted in mid-2023, allow projects with 12% or more affordable units to have an administrative development review process. Zoning changes still require a public hearing. The Council will weigh the benefits of administrative development review against the ability for Planning Commission and/or Town Council to approve such projects.

**STAFF RECOMMENDATION:**

The proposed Ordinance is responsive to the Council's direction from the March 4 Study Session.

**SUMMARY/KEY POINTS**

- On March 4, 2025 the Council directed staff to prepare an Ordinance that would amend the Unified Development Code (UDC) to remove the alternative standards and administrative approvals for affordable housing projects. Staff, with the assistance of the Town Attorney, prepared the attached Ordinance reflecting this direction.
- The Erie Municipal Code requires the Planning Commission to review proposed amendments to the UDC. The Planning Commission discussed the proposed Ordinance at its May 7, June 18, and July 2 meetings.
- The Planning Commission voted 6-1 to approve Planning Commission Resolution P25-07,

finding that the proposed Ordinance meets the approval criteria specified in the UDC, but instead of removing alternative standards and administrative approvals, recommends the Town Council limit them to developments with 100 or less units, of which 12% or more are affordable; and further recommends Council take a collaborative approach with the Planning Commission to draft a Proposition 123-compliant ordinance.

- To remain eligible for Proposition 123 funds from the State, the Town must adopt a “fast track” development review and approval process for affordable housing by December 2026.

### **BACKGROUND OF SUBJECT MATTER:**

In July 2023, the Town Council adopted changes to Municipal Code Title 10 Unified Development Code (UDC) to allow alternative standards for affordable housing developments and administrative review and approval for eligible developments. Ordinance No. 017-2023 implemented changes to serve as initial efforts to facilitate affordable housing development and adopt the Proposition 123 “fast track” requirements. Specifically, Chapter 6 amendments allowed alternative standards for affordable housing developments affecting density, lot size, setbacks, and alternative equivalent compliance opportunities. Chapter 7 amendments provided for administrative review under the existing minor subdivision and site plan review process. Chapter 11 amendments provided definitions for Affordable Housing and Area Median Income (AMI) as needed for the Chapters 6 and 7 amendments.

In March 2025, during a Town Council Study Session on the Comprehensive Plan and Affordable Housing, Council directed the Affordable Housing Division to prepare an Ordinance repealing the administrative review provisions in Ordinance 017-2023. The Town Council expressed interest in finding a path to compliance with the “fast track” approval requirements of Proposition 123 but also still allow for review and approval by Council. Additionally, Council supported the Town’s involvement in the Boulder Regional Housing Partnership’s efforts to create a consistent approach for the region.

Reflecting Council’s direction, the proposed Ordinance would amend the UDC to remove from Chapters 6 and 7 the alternative standards and the administrative review process for affordable housing projects. The definitions of Affordable Housing and Area Median Income (AMI) remain in Chapter 11, as defined in Ordinance 017-2023. If Council adopts this Ordinance, no new affordable housing developments will be approved under an administrative review process unless Council passes a new ordinance providing for that process.

Because this proposed Ordinance would amend the UDC, the Erie Municipal Code requires the Planning Commission to first review the proposed amendments and make a recommendation to the Town Council. In accord with this requirement, the Planning Commission considered the proposed Ordinance at its May 7, June 18 and July 2 meetings. After significant discussion, the Planning Commission voted 6-1 to approve Resolution P25-17, which finds that the proposed Ordinance meets the approval criteria specified in the UDC, but recommends the Town Council preserve the affordable housing provisions in Ordinance 017-2023 by limiting the administrative review process to

developments of 100 units or less, of which 12% or more are affordable, and by tasking the Planning Commission to work with Town staff and Town Council to develop a UDC amendment that addresses concerns identified in one or more joint study sessions with Town Council and the Planning Commission. All Commissioners supported a collaborative approach with Council to develop a new ordinance for affordable housing. The Planning Commission's recommendation and meeting minutes are provided for reference.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ☐ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☐ Small Town Feel
- ☐ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

**ATTACHMENT(S):**

1. Ordinance No. 023-2025
2. PC Resolution P25-07
3. Staff Report
4. Staff Presentation
5. Planning Commission Meeting Minutes May 7
6. Planning Commission Meeting Minutes June 18
7. Public Comment to Planning Commission June 18
8. Draft Planning Commission Meeting Minutes July 2
9. Notice

**Town of Erie  
Ordinance No. 023-2025**

**An Ordinance of the Town Council of the Town of Erie Amending  
Chapters 6 and 7 of Title 10 of the Erie Municipal Code to Remove  
the Alternative Standards for Affordable Housing Projects**

**Whereas**, the Town Council finds it in the best interest of the public health, safety and welfare to modify Title 10 of the Erie Municipal Code to remove the alternative standards for affordable housing projects.

**Now Therefore be it Ordained by the Town Council of the Town of Erie, Colorado, as follows:**

**Section 1.** Section 10-6-15 of the Erie Municipal Code is hereby deleted in its entirety.

**Section 2.** Section 10-7-7(F)(1) of the Erie Municipal Code is hereby amended as follows:

**10-7-7 – Subdivision.**

\* \* \*

F. *Procedure for review of minor subdivisions:*

1. Applicability.

a. The procedure set forth in this Section shall apply to:

i. ~~Subdivisions that create ten (10) or fewer lots in any zone district; or~~

ii. ~~Affordable housing projects.~~

b. Review procedure and submittal requirements: See Table 2.1, Section 10-7-2.

\* \* \*

**Section 3.** Section 10-7-10(C) of the Erie Municipal Code is hereby amended as follows:

**10-7-10 – Site plan.**

\* \* \*

C. *Types of site plan review:*

1. *Administrative review:* The following types of projects may be approved by the Director using the administrative site plan approval process:

- a. A single use proposed in a structure that is less than twenty-five thousand (25,000) square feet in building size for that use, not including a single-family detached or duplex dwelling unit;
- b. A combination of uses proposed in a single structure, such as a shopping center, that is less than twenty-five thousand (25,000) square feet in building size, not including a single-family detached or duplex dwelling unit; and
- c. Multiple buildings proposed where the combined total of all structures will not exceed twenty-five thousand (25,000) square feet in building size, not including single-family detached or duplex dwelling units on lots larger than 5,000 square feet; ~~and~~
- d. ~~Affordable housing projects.~~

\* \* \*

4. *Review of site plan with subdivision:* At the option of the applicant, a subdivision application may be submitted concurrent with a site plan application for the following types of projects:

- a. Property in Old Town for which the site plan includes more than one (1) legal lot;
- b. A site plan on property that does not have a legal building lot platted within the Town; and
- c. A site plan on property that is identified by the Town as needing to dedicate or convey easements, right-of-way, or other property; ~~and~~.
- d. ~~An affordable housing project.~~

\* \* \*

**Section 4.** Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

**Section 5.** Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

**Section 6.** Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, Read, Passed and Ordered Published this 12<sup>th</sup> day of August, 2025.**



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Andrew J. Moore, Mayor

**Attest:**

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Debbie Stamp, Town Clerk

**Town of Erie  
Planning Commission  
Resolution No. P25-07**

**A Resolution of the Planning Commission of the Town of Erie  
Recommending that the Town Council Adopt an Ordinance  
Amending Chapters 6 and 7 of Title 10 of the Erie Municipal Code  
Removing Alternative Standards for Affordable Housing Projects  
with Conditions**

**Whereas**, on July 25, 2023, the Town Council adopted Ordinance No. 017-2023, which modified Chapters 6 and 7 of Title 10 of the Erie Municipal Code (the "UDC") to allow for streamlined approvals and flexible development standards for certain affordable housing projects while reducing the cost of housing and making affordable housing projects less cost prohibitive in the Town; and

**Whereas**, on March 4, 2025, the Town Council directed staff to prepare a proposed amendment to Ordinance No. 017-2023, to remove the alternative standards for affordable housing projects.

**Now, Therefore be it Resolved by the Planning Commission of the Town of Erie, Colorado, that:**

**Section 1. Findings.** The Planning Commission finds and determines that the ordinance amending Chapters 6 and 7 of the UDC to remove alternative standards for affordable housing projects, as attached hereto, meets the approval criteria with the conditions listed in Section 2, and as specified in Section 10-7-18(C)(9) as follows:

- a. The ordinance will promote the public health, safety, and general welfare;
- b. The ordinance is generally consistent with the Town's comprehensive master plan and the stated purposes of the UDC; and
- c. The ordinance is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

**Section 2. Conditions.** The Planning Commission recommends that Town Council preserve the alternative standards defined by Ordinance No. 017-2023 and shall incorporate the following changes to the ordinance:

- a. That the expedited process shall be limited to developments that are less than or equal to 100 units of which 12% or more are affordable; and
- b. That Town Council tasks the Planning Commission to work with Town staff and Town Council in order to develop a UDC amendment that addresses the concerns identified in one or more joint study sessions with Town Council and

the Planning Commission. This shall include creating an application process which is Proposition 123 compliant, which allows Town Council the necessary time to receive and review the community wide survey results, and which allows staff time to work with a Colorado Department of Local Affairs consultant to address outstanding questions.

**Section 3.** Decision. Based on the foregoing findings, the Planning Commission hereby recommends that the Town Council approve the ordinance with the conditions listed in Section 2.

**Adopted this 2<sup>nd</sup> day of July 2025.**

  
\_\_\_\_\_  
Tim Burns, Chair

Attest:

  
\_\_\_\_\_  
Doug Trettin, Secretary  
Melinda Helmer

**TOWN OF ERIE  
TOWN COUNCIL MEETING  
August 12, 2025**

---

**SUBJECT:**               **PUBLIC HEARING: Ordinance 023-2025**  
An Ordinance of the Town Council of the Town of Erie  
Amending Title 10 of the Erie Municipal Code Removing  
Alternative Standards for Affordable Housing Projects

**PURPOSE:**             Per Town Management direction, a Unified Development Code  
amendment has been drafted to remove the previously adopted  
alternative standards for affordable housing projects

**CODE REVIEW:**     Erie Municipal Code, Title 10

**DEPARTMENT:**     Planning and Development

**PRESENTER:**         Sarah Nurmela, Planning and Development Director  
Kelly Driscoll, Planning Manager

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**STAFF RECOMMENDATION:**

Staff find the amendments in the original draft ordinance are responsive to Council's direction.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In June 2023, the Town Council signed a commitment to meet the requirements of Proposition 123 to be eligible for new State funding to create affordable housing. To remain eligible for Proposition 123 funds beyond December 2026, the Town would need to adopt a "fast track" development review and approval process and increase the number of affordable homes in Erie by 15 units by December 2026.

On July 25, 2023, the Town Council adopted changes to Municipal Code Title 10 Unified Development Code to allow alternative standards for affordable housing developments and administrative review and approval for eligible developments. Ordinance No. 017-2023 implemented changes to facilitate affordable housing development and serve as initial efforts to adopt the Proposition 123 "fast track" requirements. Specifically, Chapter 6 amendments allowed alternative standards for affordable housing developments affecting density, lot size, setbacks, and alternative equivalent compliance opportunities. Chapter 7 amendments provided for administrative development review under the existing minor subdivision and site

plan review process. Chapter 11 amendments provided definitions for Affordable Housing and Area Median Income (AMI) as needed for the Chapters 6 and 7 amendments.

To date, the only project to utilize the provisions of Ordinance No. 017-2023 is the Cheesman Residences development. In December 2023, the Town received its first submittal for the Cheesman Residences and in June 2024, the Town of Erie approved plans for 35 affordable homes (for ownership). Construction started in July 2024 and is well underway with the first homes expected to be closed on starting in August 2025.

### **Prop 123 & Fast Track**

In April 2024, the State of Colorado Department of Local Affairs (DOLA), Division of Housing issued guidance on implementing the “fast track” provisions of Proposition 123 in advance of the December 2026 deadline. With this guidance, Town staff recognized the need to revisit Ordinance No. 017-2023 to confirm minimum requirements for compliance with Proposition 123. Additionally, staff worked with the Boulder Regional Housing Partnership (BRHP) to submit a Local Planning Capacity Grant application to hire a consultant to help the communities in the region move toward “fast track” compliance. This regional approach will include engagement with local development review staff, building and development stakeholder groups, and local elected officials. The BRHP was successful with this effort and has awarded the contract to Clarion/ECONorthwest. Recommendations are expected this winter, with implementation support through April 2026.

### **Council Direction on Ordinance 017-2023**

At the March 4, 2025, Town Council Study Session on the Comprehensive Plan and Affordable Housing, Council directed staff to remove the alternative standards and expedited development review process for affordable housing from the code. The Town Council expressed interest in finding a path to compliance with Proposition 123 that would allow for review and approval by Council. Additionally, Council supported the Town’s involvement in the BRHP’s efforts to create a consistent approach for the region.

Following the direction received on March 4, 2025, Town staff worked with legal counsel to draft proposed amendments to the Municipal Code Title 10, as presented in Ordinance 023-2025. The proposed amendments remove the alternative standards and administrative development review process for affordable housing projects. The definitions of Affordable Housing and Area Median Income (AMI) in Chapter 11 remain as defined by Ordinance 017-2023.

### **Planning Commission Input on Ordinance 023-2025**

Planning Commission discussed Ordinance 023-2025 in three separate meetings, with the first held to consider Ordinance 023-2025 on May 7, 2025. Commissioners continued the consideration of their recommendation to Town Council to July 2, 2025, and asked to hold a joint study session with Town Council to discuss the ordinance. Town Council deferred this study session request until after the community survey results and suggested commissioners review the March 4 and April 15 Town Council study sessions to better understand the context for the amendment. While no joint session was held, Planning Commission discussed the Town's potential path forward for fast track regulation at the June 18, 2025, meeting. Attachments 5-8 include the notes and public comments received at each meeting.

At the May 7 Planning Commission meeting, key discussion points included:

- The potential of an alternative approach that would retain the alternative standards in Chapter 6 and either modify the scope and process of or remove the administrative review in Chapter 7;
- The need for affordable housing to achieve an economically balanced and diverse community, as adopted with the Affordable Housing Policy and Comprehensive Plan; and
- Concerns regarding the approval criteria in Title 10 – UDC, Chapter 1. General Provisions, 10-1-3 (B) and 10-7-18 (C)(9), stating that Ordinance 023-2025 did not meet those criteria.

At the June 18 meeting, several commissioners discussed the potential of drafting a modification of the resolution that would be discussed at the July 2 meeting. Over the next few weeks in preparation for the July 2 meeting, two commissioners provided proposed changes to the resolution to staff and legal counsel.

At the July 2 meeting, the revised and original versions of the resolutions were discussed at length. Most Commissioners were in favor of not repealing the ordinance and taking a collaborative approach with the Council for a new ordinance. The Commission voted 6-1 for the ordinance with the following conditions:

- The ordinance remains as currently codified
- The expedited process be limited to developments with 100 or less units, of which 12% or more are affordable; and
- The Town Council tasks the Planning Commission to work with the Town Council and staff, including one or more study sessions to develop:

- A UDC amendment that addresses the concerns identified,
- an application process that is Prop 123 compliant, and which
- allows the Town Council the necessary time to receive and review the communitywide survey results, and which
- allows staff time to work with the DOLA consultant to address outstanding questions.

### **Notice**

Notice for Ordinance 023-2025 was published in the Colorado Hometown Weekly on July 24, 2025. No posting, mailing, or neighborhood meetings are required.

### **Approval Criteria**

Section 10-7-18(C)(9) of the Erie Municipal Code states the following approval criteria when considering amendments to the text of the UDC:

1. The proposed amendment will promote the public health, safety, and general welfare; and
2. The proposed amendment is generally consistent with the Town's Comprehensive Master Plan and the stated purposes of this UDC; and
3. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

Staff find the amendments in the original draft ordinance are responsive to the Council's direction given at the March 4 Study Session. The result of this action is that no new affordable housing developments will be approved with alternative allowances for development standards or under an expedited development review process until such time as the Council passes a new ordinance.

### **Attachments**

1. Ordinance No. 023-2025
2. PC Resolution P25-07
3. Staff Report
4. Staff Presentation
5. Planning Commission Meeting Minutes May 7
6. Planning Commission Meeting Minutes June 18
7. Public Comment to Planning Commission June 18
8. Draft Planning Commission Meeting Minutes July 2
9. Notice





# Ordinance Amending Title 10 of the Erie Municipal Code Removing Alternative Standards for Affordable Housing Projects

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Town Council

Sarah Nurmela, Planning & Development Director

Kelly Driscoll, Planning Manager

August 12, 2025



## Overview

- Background
- Proposal
- Decision



## Background

- February 2023 consultant completed Housing Needs Assessment and Affordable Housing Strategy
- June 2023 Council signed commitment to meet requirements of Proposition 123
- July 2023 Council adopted changes to UDC to allow alternative standards and administrative approval for affordable housing projects
- April 2024 DOLA issued guidance on 'fast track' provisions of Proposition 123
- May 2024 Council had a study session on affordable housing policies
- June 2024 Council adopted the affordable housing policies



## Background

March 4, 2025, Town Council Study Session on Comprehensive Plan & Affordable Housing

- Directed Town Management to remove all provisions of the alternative standards for affordable housing from UDC and preserve the definition of affordable housing
- Housing staff worked with legal counsel to draft ordinance, and with Administration to schedule hearings for UDC changes



## Background

- To remain eligible for Proposition 123 funding, by December 31, 2026, the Town needs to
  - Adopt a 'fast track' review and approval process
  - Increase the number of affordable homes in Erie by 15 units
- Local Planning Capacity grant through Regional Housing Partnership
  - Recommendations this winter
  - Implementation support through April 2026



## Background – Planning Commission

May 7

- Continued consideration of recommendation to July 2
- Asked for a joint study session with Council

June 18

- Two public comments
- Continued discussion

July 2

- Most not in favor of repealing the ordinance
- All in favor of a collaborative approach with Council to revise the code



## Overview

- Background
- Proposal
- Decision



## Proposal – Original Draft Ordinance

- Removal of the affordable housing administrative review process for plats and site plans
- Removal of the affordable housing alternative standards
  - maximum density may be increased up to 25%
  - no minimum lot size
  - required setbacks and lot width may be reduced by up to 25%
  - alternative equivalent compliance available for parks, open space and trails, transportation and access, and off-street parking and loading





# Proposal

## Planning Commission Recommendation (6-1 vote)

- Keep code as is
- Limit the expedited process to 100 or less units, of which 12% or more are affordable
- The Town Council tasks the Planning Commission to work with the Town Council and staff, including one or more study sessions to develop:
  - A UDC amendment that addresses the concerns identified,
  - an application process that is Prop123 compliant, and which
  - allows the Town Council the necessary time to receive and review the communitywide survey results, and which
  - allows staff time to work with the DOLA consultant



## Notice

- Published in the Colorado Hometown Weekly on July 24, 2025
- No posting, mailing or neighborhood meetings required



## Overview

- Background
- Proposal
- Decision



## Approval Criteria – 10-7-18

- a. The proposed amendment will promote the public health, safety, and general welfare;
- b. The proposed amendment is generally consistent with the Town's Comprehensive Master Plan and the stated purposes of this UDC; and
- c. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.



# Questions & Discussion

# TOWN OF ERIE

*645 Holbrook Street  
Erie, CO 80516*



## Meeting Minutes

**Wednesday, May 7, 2025**

**6:30 PM**

**In Person Meeting**

**To View Meeting Virtually on Zoom: <https://bit.ly/7May25PCMtg>**  
**To Sign Up for Public Comment: [www.erieco.gov/PublicComment](http://www.erieco.gov/PublicComment)**

## Planning Commission

**I. CALL TO ORDER & PLEDGE OF ALLEGIANCE TO FLAG**

Chair Burns called the May 7, 2025 Planning Commission Meeting to order at 6:30 p.m.

**II. ROLL CALL**

Roll Call:

Commissioner Booth - present  
Commissioner Sawusch - present  
Commissioner Dreckman – absent excused  
Commissioner Braudes - present  
Commissioner Baham - present  
Vice Chair Hemphill - present  
Chair Burns - present

A quorum was present.

**III. APPROVAL OF THE AGENDA**

Commissioner Braudes moved to approve the agenda of the May 7, 2025 Planning Commission Meeting. The motion, seconded by Commissioner Booth, carried with the following roll call vote:

Commissioner Booth - yes  
Commissioner Sawusch - yes  
Commissioner Braudes - yes  
Commissioner Baham - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

Motion passes unanimously.

**IV. APPROVAL OF MINUTES**

[25-281](#)

Approval of the April 16, 2025 Planning Commission Meeting Minutes

**Attachments:** [April 16, 2025 Planning Commission Meeting Minutes](#)

Commissioner Booth moved to approve the minutes of the April 16, 2025 Planning Commission Meeting. The motion, seconded by Commissioner Baham, carried with the following roll call vote:

Commissioner Booth - yes  
Commissioner Sawusch - yes  
Commissioner Braudes - yes  
Commissioner Baham - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

Motion passes unanimously.

**V. PUBLIC COMMENTS**

No public comment was taken.

**VI. GENERAL BUSINESS**[25-249](#)

Application Withdrawn

PUBLIC HEARING: A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Approve the I-25 Gateway South Planned Development - Development Plan (PD-DP)

Attachments: [Retraction Letter](#)

Chair Burns announced Agenda Item 25-249: A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Approve the I-25 Gateway South Planned Development – Development Plan (PD-DP).

Chair Burns opened the Public Hearing at 6:34 p.m. and announced that the application is withdrawn.

Chair Burns closed the Public Hearing at 6:34 p.m.

[25-228](#)

A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Amending Title 10 of the Erie Municipal Code Regarding Accessory Dwelling Units, Assembly Uses, and Minimum Parking

Attachments: [Resolution No. P25-05](#)

[Draft Ordinance](#)

[Staff Report](#)

[Staff Presentation](#)

[HB24-1152](#)

[HB24-1304](#)

Chair Burns announced Agenda Item 25-228: A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Amending Title 10 of the Erie Municipal Code Regarding Accessory Dwelling Units, Assembly Uses, and Minimum Parking.

Chair Burns opened the consideration of Item 25-228 at 6:35 p.m. and turned it over to staff.

Sarah Nurmela, Planning & Development Director, and Chris LaRue, Principal Planner, gave a presentation to the Commission on the agenda item.

Chair Burns brought it back to the Commission for any questions/comments of staff.

Some questions/comments included the following:

- Assembly Use/space. Industrial Use and Community Centers.
- Relationship between ADUs and HOAs and the Draft Ordinance.
- Minimum parking, as it relates to the associated House Bill, its applicability and requirements related to Transit.
- ADUs. Definitions and applicable requirements according to the Town and according to the House Bill.
- Administrative Approval of ADUs.



- ADU Guide and Checklist.
- Department of Local Affairs (DOLA) funds related to ADUs.
- Implications of a situation where certain PDs restrict ADUs and would be in conflict with the new rules.
- ADUs and Gap Housing that is Affordable.
- ADUs and short-term rentals.
- ADU Design and Dimensional Standards and their relationship to HOA requirements.
- Parking as it relates to proximity to Transit and the level of Transit.
- Future of Jump Line and DOLA's requirements for Transit Lines.
- Accessory Structures (including ADUs) and their Dimensional Standards related to Principal Residential Structures.
- Impact fees related to new ADUs.
- ADUs and water taps and meters.

Chair Burns asked if there was a motion on the agenda item.

Commissioner Braudes moved to approve Agenda Item 25-228: A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Amending Title 10 of the Erie Municipal Code Regarding Accessory Dwelling Units, Assembly Uses, and Minimum Parking. The motion, seconded by Commissioner Sawusch, carried with the following roll call vote:

Commissioner Booth - yes  
Commissioner Sawusch - yes  
Commissioner Braudes - yes  
Commissioner Baham - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

Motion passes unanimously.

#### [25-215](#)

A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Amending Chapters 6 and 7 of Title 10 of the Erie Municipal Code Removing Alternative Standards for Affordable Housing Projects

**Attachments:** [Resolution No. P25-07](#)

[Draft Ordinance](#)

[Staff Report](#)

[Presentation](#)

[Ordinance No 017-2023](#)

Chair Burns announced Agenda Item 25-215: A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Amending Chapters 6 and 7 of Title 10 of the Erie Municipal Code Removing Alternative Standards for Affordable Housing Projects.

Chair Burns opened the consideration of Item 25-215 at 7:15 p.m. and turned it over to staff.

MJ Adams, Affordable Housing Manager, gave a presentation to the Commission on the agenda item.

Chair Burns brought it back to the Commission for any questions/comments of staff.

Some questions/comments included the following:

- Proposition 123 funding requirements and expected state guidance as it relates to the Town's process.
- 90-day review for approval process for applications filed having Affordable Housing.
- Administrative Reviews, when they apply and their adequacy regarding project progression. Comparing Administrative Reviews with Non-Administrative Reviews.
- Removal of Affordable Housing from Administrative Review.
- Proposed Resolution not supporting the General Well Fair of the Town.
- The Statement of Commitment to Affordable Housing and existing IGAs.
- Affect on agreements/commitments if expedited process is eliminated.
- Removal of Alternate Standards for Affordable Housing Projects and its possible impact to meeting Affordable Housing goals.
- ADUs as a tool for Affordable Housing and the differences between them.
- Process for ADU review for approval.
- Administrative Reviews and any restrictions based on the size of developments.
- Expedited reviews saving time and money, helping the developer to successfully complete Affordable Housing Projects.
- Affordable Housing as a way to achieve an economically balanced and diverse community.
- Removal of Alternative Standards for Affordable Housing Projects from the Code is contrary to Title 10 – UDC, Chapter 1. – General Provisions, 10-1-3 -Purpose of This Title; as well as contrary to the Criteria for approval of the amendment regarding Stated Purposes of the UDC.
- Initial Affordable Housing effort as well as the Comprehensive Plan Update pointed to the need for Diverse Housing.
- Implications of removal of the expedited review process on potential Affordable Housing applications and on available Proposition 123 funding.
- Trust in Administrative Reviews.
- Removal of Alternative Standards for Affordable Housing Projects versus a Revision to Alternative Standards for Affordable Housing Projects. Removal of all the Alternative Standards versus removal of just the Expedited Review Process portion and the reasoning behind it.
- Alternative Equivalent Compliance.
- Area Median Income.
- Alternative Standards/Alternative Equivalent Compliance as a way to deal with possible Variance requests administratively.
- Time savings between pursuing a Variance vs. an Alternative Equivalent Compliance request.
- Number of recent applications having Affordable Housing components.
- Page Property.
- Learning process through the Cheesman Project.
- "Bonus" construction incentives, other than Alternative Standards and Administrative Processes. Fast track development and other incentives to build. Primary incentive for a builder to construct Affordable Housing is the expedited process. Other Alternative/Replacement incentives compliant with Proposition 123.
- Town's Housing Policy.
- Development Review process in general and portions of it being

**Administrative.**

- Importance of Pre-Application meetings.
- Possible scenarios for consideration of the Agenda Item.

Chair Burns asked if there was a motion on the agenda item.

Commissioner Sawusch moved to Continue Resolution # P25-07 (Agenda Item 25-215: A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Amending Chapters 6 and 7 of Title 10 of the Erie Municipal Code Removing Alternative Standards for Affordable Housing Projects) to a date certain of July 2, 2025 in order for the Commission to discuss a possible amendment to the Resolution and to allow a possible meeting with Town Council to come up with an alternative Resolution. The motion, seconded by Commissioner Braudes, carried with the following roll call vote:

Commissioner Booth - yes  
Commissioner Sawusch - yes  
Commissioner Braudes - yes  
Commissioner Baham - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

Motion passes unanimously.

**25-285**

PUBLIC HEARING: A Resolution of the Planning Commission of the Town of Erie approving the Site Plan for the Erie Air Park Replat D Subdivision

**Attachments:** [Resolution P25-06](#)  
[Staff Presentation](#)  
[Applicant Presentation](#)  
[Proposed Site Plan](#)  
[Approved Final Plat](#)  
[First Amendment to the DA & Original DA](#)  
[Erie Airpark Planned Development - Development Plan](#)  
[Application and Narrative](#)  
[Additional Application Materials](#)  
[Civil Construction Plans](#)  
[DRT Comments](#)  
[Public Hearing Notices](#)  
[Neighborhood Meeting Notices and Summary](#)

Chair Burns announced Agenda Item 25-285: A Resolution of the Planning Commission of the Town of Erie approving the Site Plan for the Erie Air Park Replat D Subdivision.

Chair Burns opened the Public Hearing at 8:45 p.m. and turned it over to staff.

Chris LaRue, Principal Planner, gave a presentation to the Commission on the agenda item.

Zach Nassar, with Nassar Development, gave a presentation to the Commission on the agenda item.

Chair Burns opened the Public Comment portion of the Public Hearing at 9:05 p.m. and asked if there was anyone in attendance to give comment on this agenda item.

Public comment was taken from the following:

Steve Francine, Owner of Hanger # 1 at Erie Airport, gave comment on the following:

- In favor of the proposed development

Chair Burns closed the Public Comment portion of Public Hearing at 9:07 p.m.

Chair Burns brought it back to the Commission for any questions/comments of staff.

Some questions/comments included the following:

- Elevation Design of the primary entrances meeting all three design elements required by the UDC.
- Bike parking in general. Specifically, plans for the area next to building 300.
- Vehicular (car) parking provided.
- Any run-off issues.
- Traffic and traffic flow.
- Light at Hwy. 7 and Airport Rd.
- Acceleration lane on Hwy. 7
- Any flooding issues.
- CDOT involvement with the project as it relates improvements in the vicinity of the intersection of Hwy. 7 and Airport Rd.
- Geotechnical Report and its effect on construction design including construction materials.
- Sufficient Utilities for typical Light Industrial Uses.
- Taxiway for buildings 500 and 400 and possible interactions between planes and parking lots.
- Internal car parking and outer taxiways limit plane and car interaction.
- Potential for Authorized Airport Access and reserving space to accommodate it.
- Signalization and future road widening.
- Sanitary sewer line improvement.

Chair Burns closed the Public Hearing at 9:31 p.m. and asked if there was a motion on the agenda item.

Commissioner Braudes moved to approve Agenda Item 25-285: A Resolution of the Planning Commission of the Town of Erie approving the Site Plan for the Erie Air Park Replat D Subdivision.

The motion, seconded by Commissioner Booth, carried with the following roll call vote:

Commissioner Booth - yes  
Commissioner Sawusch - yes  
Commissioner Braudes - yes  
Commissioner Baham - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

Motion passes unanimously.

## VII. STAFF REPORTS

Chris LaRue, Principal Planner, reported on the following:

- Possible cancellation of the May 21, 2025 Planning Commission Meeting with a determination by May 16, 2025.

## VIII. COMMISSIONER REPORTS AND DISCUSSION ITEMS

Vice Chair Hemphill reported on the following:

- Arbor Day was a success, please come next year!
- Jury Duty experience

## IX. ADJOURNMENT

Commissioner Booth moved to adjourn the May 7, 2025 Planning Commission Meeting. The motion, seconded by Commissioner Baham, carried with all voting in favor thereof.

Chair Burns adjourned the May 7, 2025 Planning Commission Meeting at 9:34 p.m.

# TOWN OF ERIE

*645 Holbrook Street  
Erie, CO 80516*



## Meeting Minutes

**Wednesday, June 18, 2025**

**6:30 PM**

**In Person Meeting**

**To View Meeting Virtually on Zoom: <https://bit.ly/18June25PCMtg>**  
**Council Chambers**  
**To Sign Up for Public Comment: [www.erieco.gov/PublicComment](http://www.erieco.gov/PublicComment)**

## Planning Commission

**I. CALL TO ORDER & PLEDGE OF ALLEGIANCE TO FLAG**

Chair Burns called June 18, 2025 Planning Commission Meeting to order at 6:31 p.m.

**II. ROLL CALL**

Roll Call:

Commissioner Booth - present  
Commissioner Sawusch - present  
Commissioner Dreckman – absent excused  
Commissioner Braudes - present  
Commissioner Baham - present  
Vice Chair Hemphill - present  
Chair Burns - present

A quorum was present.

**III. APPROVAL OF THE AGENDA**

Commissioner Braudes moved to approve the agenda of the June 18, 2025 Planning Commission Meeting. The motion, seconded by Commissioner Booth, carried with the following roll call vote:

Commissioner Booth - yes  
Commissioner Sawusch - yes  
Commissioner Braudes - yes  
Commissioner Baham - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

Motion passes unanimously.

**IV. APPROVAL OF MINUTES**

[25-387](#)

Approval of the June 4, 2025 Planning Commission Meeting Minutes

Attachments: [June 4, 2025 Planning Commission Meeting Minutes](#)

Commissioner Booth moved to approve the minutes of the June 4, 2025 Planning Commission Meeting. The motion, seconded by Commissioner Braudes, carried with the following roll call vote:

Commissioner Booth - yes  
Commissioner Sawusch - yes  
Commissioner Braudes - yes  
Commissioner Baham - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

Motion passes unanimously.

**V. PUBLIC COMMENTS**

Public comment was taken from the following:

Krista Points, Town of Erie resident, gave comment on the following:

- In support of the Affordable Housing program and its Expedited Review, especially as a way to help families experiencing Divorce and Single Parent Households having Single Incomes.
- Affordable Housing as a way to help people who serve the Community who have occupations like Educators, live in and be a part of the Erie Community.
- Affordable Housing creates Community Cohesion
- Current Housing Stock does not support the need for Affordable Housing in Erie, and its effect being displaced Families from the Community and family instability.

## VI. GENERAL BUSINESS

### [25-353](#)

Discussion of rescission of 017-2023 Expedited Review for Affordable Housing

Chair Burns announced Agenda Item 25-353: Discussion of rescission of 017-2023 Expedited Review for Affordable Housing.

Chair Burns gave a brief overview and background and shared some thoughts for Item 25-215: A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Amending Chapters 6 and 7 of Title 10 of the Erie Municipal Code Removing Alternative Standards for Affordable Housing Projects. The overview and background included the direction given by the Town Council, the Planning Commission's lack of context when considering this item, and communication(s) with the Mayor. It also included the Council's expression of its hope to revise the Affordable Housing Ordinance language in order to be in compliance with the requirements of State Proposition 123 by the deadline in the year 2026. Chair Burns stated that the primary components of Ordinance 017-2023 are as follows:

- Definition of Alternative Standards such as an increase of up to 25% in maximum Residential Density, No Minimum Lot Sizes, up to a 25% reduction in required setbacks and lot widths, and the Potential for Alternative Equivalent Compliance requests.
- An allowance for an Expedited Review Process to include Administrative Site Plan Review.
- Definition of Affordable Housing projects and Area Median Income under the UDC.

Chair Burns then detailed his communication with the Mayor to include the expression of Town Council's concerns over the current Affordable Housing Program process and the Mayor's interest in the Town Survey regarding Affordable Housing. Chair Burns said that he expressed his concerns that included Rescission verses Revision.

Chair Burns brought it to the Commission for any questions/comments of staff.

Some questions/comments included the following:

- Income appropriate housing. Current housing costs and the salaries for certain occupations.
- Affordable Housing creates Community Cohesion.
- Commuters to work. Quality of Life and Community Safety.
- Meaning behind Town Surveys.
- Affordable Housing Program as its own process.



- Purpose of the Town's original Affordable Housing Ordinance.
- Area Median Income.
- Determining Complete Applications for Affordable Housing projects.
- UDC Amendments and the Planning Commission's authority.
- Trust in Staff performing Administrative Reviews.
- Frequency that Developers pursue Affordable Housing Projects within the Town. Quantity of Affordable Housing Applications.
- Taxes attained from Multi-use projects versus Single-Family projects.
- Possible flaws in the process of the Town's current Affordable Housing Program and any legal implications.
- Proposition 123 funding requirements and expected state guidance as it relates to the Town's process.
- 90-day review for approval process for applications filed having Affordable Housing. Current time-frame to complete Land Use Applications. Implications of the 90-day review period for projects having concurrent applications.
- Recommending the removal of Alternate Standards & Expedited Review Process for Affordable Housing Projects and its possible impact to meeting Affordable Housing goals and participation in Proposition 123. Recommending the removal of all the Alternative Standards versus removal of just the Expedited Review Process portion. Recommending full Removal versus Revision. Other Alternative/Replacement incentives compliant with Proposition 123.
- Administrative Reviews and any restrictions based on the size of developments.
- Expedited reviews saving time and money, helping the developer to successfully complete Affordable Housing Projects.
- Alternative Equivalent Compliance and its Authorization.
- Process to appeal decisions.
- Town's Affordable Housing program related to Metro District point system requirements.
- Possible scenarios for consideration of the Agenda Item 25-215 to include the potential for Conditions for recommending Approval.
- When, during the Towns Land Use Application process, that a Project could potentially be allowed to follow the Town's Affordable Housing Program process. Authority of the Director when considering a request for a Project to be allowed to follow the process of the Town's Affordable Housing program.
- Discussion expressing concern that the expedited permitting process could be used for any size development.
- Very large development could move forward all the way to TC meeting where final plat and easements would need to be accepted without earlier review by that body.
- If the development already has an affordability requirement due to the Metro District, can they use the expedited permitting process?

The Commission thanked staff its participation in the discussion.

## VII. STAFF REPORTS

Chris LaRue, Principal Planner, reported on the following:

- Planning Commission Advanced Agenda template for review.
- Agenda for the next regularly scheduled Planning Commission meeting on July 2, 2025.

## VIII. COMMISSIONER REPORTS AND DISCUSSION ITEMS

Chair Burns reported on the following:

- Voting for Chair and Vice Chair at the July 2, 2025 Planning Commission Meeting
- Kelly Driscoll, Planning Manager, is expected back by the July 2, 2025 Planning Commission Meeting.

Commissioner Braudes reported on the following:

- He will be away for the Planning Commission meetings scheduled for August 20, 2025 and September 3, 2025.

## **IX. ADJOURNMENT**

Commissioner Booth moved to adjourn the June 18, 2025 Planning Commission Meeting. The motion, seconded by Commissioner Baham, carried with all voting in favor thereof.

Chair Burns adjourned the June 18, 2025 Planning Commission Meeting at 8:50 p.m.

**From:** [janetmbrown25@gmail.com](mailto:janetmbrown25@gmail.com)  
**To:** [Planning Commission Board](#)  
**Subject:** Housing, etc.  
**Date:** Wednesday, June 18, 2025 6:32:33 PM

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**External Email:** Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Planning Commission Members,

Thank you for your commitment to the Town and for your service on this commission. I cannot attend in person due to prior commitments.

Erie needs more income-appropriate housing. In order to maintain a vibrant community, Erie should welcome people of many different socioeconomic backgrounds and professions. If first responders can't afford to live here and there is an emergency situation, there will be a delay in getting help and eventually in getting treatment (because we don't have medical services after 8 pm). If teachers have long commutes, they will not be able to stay late with students and get home to their own families at a reasonable hour. We pay a premium every time we request services from someone who lives in Lafayette or Longmont, or other surrounding communities.

One doesn't have to look far to find stories of towns that went dry because the younger generations chose to move to areas that offered introductory work positions and more affordable housing options. I recall visiting Ireland in the 1980s and cousins telling me that they were having trouble because young people were leaving Ireland for education, jobs, and better opportunities. Eventually, this became unsustainable unless we have an influx of really rich young people. There aren't many of those.

Erie also needs more business opportunities. I have a home office, but also see clients in Longmont because that community is able to support my business and I was able to fill my appointments quickly. A diverse business community thrives and allows a community to withstand downturns in any one market. Imagine what would happen if the bottom fell out of the dental business. Erie would be in trouble!

Let's not be short-sighted and believe the misconception that the wealthy can maintain this community (or any other) on their own. It won't work in Erie and it won't work anywhere else. Let's not put all of our eggs in one basket. Let's support a variety of people, industries, businesses and opportunities in Erie.

Thank you!

Janet Brown  
(817) 996-5664

# TOWN OF ERIE

*645 Holbrook Street  
Erie, CO 80516*



## Meeting Minutes

Wednesday, July 2, 2025

6:30 PM

In Person Meeting

To View Meeting Virtually on Zoom: <https://bit.ly/2July25PCMtg>

To Sign Up for Public Comment: [www.erieco.gov/PublicComment](http://www.erieco.gov/PublicComment)

## Planning Commission

## I. CALL TO ORDER & PLEDGE OF ALLEGIANCE TO FLAG

Chair Burns called the July 2, 2025 Planning Commission Meeting to order at 6:38pm.

## II. ROLL CALL

Roll Call:

Commissioner Dreckman - present  
Commissioner Sawusch - present  
Commissioner Booth - present  
Commissioner Braudes - present  
Commissioner Baham - present  
Vice Chair Hemphill - present  
Chair Burns - present

A quorum was present.

## III. APPROVAL OF THE AGENDA

Commissioner Booth moved to approve the agenda of the July 2, 2025 Planning Commission Meeting. The motion, seconded by Commissioner Dreckman, carried with the following roll call vote:

Commissioner Dreckman - yes  
Commissioner Sawusch - yes  
Commissioner Booth - yes  
Commissioner Braudes - yes  
Commissioner Baham - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

The motion carried unanimously.

## IV. APPROVAL OF MINUTES

[25-411](#)

Approval of the June 18, 2025 Planning Commission Meeting Minutes

Attachments: [June 18, 2025 Planning Commission Meeting Minutes](#)

Commissioner Braudes moved to approve the meeting minutes of the June 18, 2025 Planning Commission Meeting. The motion, seconded by Commissioner Booth, carried with the following roll call vote:

Commissioner Dreckman - yes  
Commissioner Sawusch - yes  
Commissioner Booth - yes  
Commissioner Braudes - yes  
Commissioner Baham - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

The motion carried unanimously.

## V. PUBLIC COMMENTS

No public comments were taken.

## VI. GENERAL BUSINESS

### 25-393

PUBLIC HEARING: A Resolution of the Planning Commission of the Town of Erie Approving the Erie Highlands Filing 17 Commercial Site Plan

Attachments: [Resolution P25-11](#)

[Staff Report](#)

[Staff Presentation](#)

[Applicant Presentation](#)

[Proposed Site Plan](#)

[Application and Narrative](#)

[Additional Application Materials](#)

[DRT Comments](#)

[Neighborhood Meeting Notice and Summary](#)

[Public Notice](#)

Chair Burns announced Agenda Item 25-393: A Public Hearing for a Resolution of the Planning Commission of the Town of Erie Approving the Erie Highlands Filing 17 Commercial Site Plan.

Chair Burns opened the public hearing at 6:42pm and turned it over to staff for presentation.

Harry Brennan, Senior Planner, provided a presentation to the Commission on the Erie Highlands Filing 17 Site Plan.

The applicant, Erica Shorter of Evergreen Development, provided a presentation and additional background information on the project to the Commission.

Chair Burns opened up the Public Comments portion of the Public Hearing at 7:04pm. Public comment was taken from the following resident:

Cord-Patrick Kammholz of 1078 Magnolia Street, Erie, CO 80516. Mr. Kammholz noted that he disagrees with the compatibility with the proposed neighborhood. The proposed development would appear to have a higher impact than described. There is concern with the amount of vehicular movement brought forth by a McDonald's and QuikTrip which are the only two names uses of the pad sites. The property is surrounded by residential uses and a high school. Mr. Kammholz is specifically concerned with the amount of traffic that will be diverted to Glacier Drive and encourages the Planning Commission to encourage staff to consider taking a second look at the traffic layout of the site.

Chair Burns brought it back to the Commission for any questions and comments of the applicant and/or staff.

Some questions and comments included the following:

- Clarification as to why this application is being brought to the Planning Commission again since it's not a standard specific process though it's in the UDC

- In terms of the Administrative Review, we're looking at it as the multiple buildings that are over 25,000 square feet and move it to the Planning Commission.
- Total trips/trip generation at commercial side - 2348 estimated trips to generate from full build out, is this correct?
- There could be a large number of trips generated depending on the tenant
- Based on expressed concerns, what has been the outcome, what was changed in initial plan to current plan to alleviate some of those traffic concerns?
- What is the current use of the site as it currently sits?
- Does the site act as a detention pond currently?
- Regarding storm drainage and run off - confirming there's sufficient detention/retention at that site for not only current residential including the new commercial area
- Initial traffic study was conducted in 2013; when was the property annexed, when was the initial PD?
- This has been designated as commercial for many years, correct?
- This has always remained commercial designated?
- Comprehensive Plan has designated this site as commercial, correct?
- What is the distance to the oil and gas facility from the auto service to the south? Is it greater than 500 feet or does the annexation agreement say 350 feet?
- An agreement at one point set the distance at that time?
- There was an agreement at one time that set the distances for oil and gas.
- Are there any proposed tenants for any of the sites?
- Is the area across from Westerly staying open or blocking resident views? (Westerly's detention)
- Do we anticipate any of these sites going up to 3 stories?
- Is there pedestrian access going across Weld County Road 5 from Westerly and is there access from the high school site? - With the right it, right out on Weld County Road 5, there could be potential traffic issues.
- What kind of fencing do they have on these residential properties on Glacier Drive that have direct view of the site?
- Looks like there's landscaping to block the residential from the commercial site.
- Will the Planning Commission see anything going forward from here in the way of site plan applications on this site?
- Are the building materials similar to the ones in the Erie Highlands neighborhood?
- How does the land use (neighborhood commercial) fit with the comprehensive plan?
- Floor to Area Ratio is significantly lower than our land use plan which is concerning.
- There is potential for high school and middle school aged students to visit the site and possibly walk through the drainage area for quicker access. Was this taken into consideration when determining pedestrian access?
- To clarify, we haven't codified the Floor to Area Ratio?
- The code states that the site should generally comply with the comprehensive plan - there is some leeway.
- The definition of neighborhood commercial in the Comprehensive Plan under primary use, it accommodates a pedestrian oriented environment. The other primary use is to limit development and redevelopment to non-vehicular oriented land use. (drive-thru's, gas stations, oil change facilities, etc.)
- There is encouragement for staff to take a look at the site uses during the administrative site plan review for potential tenants with drive through access
- Is there any idea for a bridge over the drainage ditch to allow easier access to the site?

- Public parking concept plan: are the parking spots selected due to our minimums on the pad sites? Why were they chosen through this concept?
- The Sunset development does not have a sidewalk connection. Is there a plan to connect to this commercial area?
- Streets were re-aligned to make it safer, thank you
- Is there going to be fencing around the commercial space to keep people from coming through Erie Parkway and the buildings?
- Floor to Area Ratio: There is a trade off to what makes sense there (regarding density)
- Will parking be in each individual site plan
- Appreciates the traffic being included
- It is hard at this point since its conceptual and appreciates
- Along the created northern lots/pads, is there any consideration for moving them closer to main thoroughfare
- May help with pedestrian access and movement through the site more freely
- Concern regarding U-turns with right in, right out on the far east. People disregard this a lot.
- Are we within the requirements for allowing this for transportation standards? (right in, right out)
- Emergency vehicle access
- How much movement do you anticipate in the lot line placement with the final build out?
- Would be interesting to see less curb-cuts and shared entrances for easier access
- Unannexed property on County Road 5: town is interested in annexing it?
- Crosswalk on Glacier Drive and Highlands Drive, will that have a stop sign or blinking lights? This seems unsafe with pedestrian access if there isn't proper stop signs or lights.
- Strong encouragement for stop signs in this area
- Right in, right out will push more traffic into that intersection
- Definitely some increased traffic because you can't turn left out to Erie Parkway
- The setback from the existing oil and gas pad appears to be about 200 ft. to the corner of this site (especially with the daycare)
- The high school had to extend the soft barricades due to exiting issues
- Is there a way ideally that this would be an intersection?
- Between cars leaving, the school traffic, large vehicles from the landfill, this is a real concern.
- With more housing coming into Westerly the foot traffic will increase
- What was the "child safety" and cut-thru traffic note/concern that was noted in the Neighborhood Meeting?
- Is more concerned with the traffic on Weld County Road 5 with the heavy vehicle traffic (landfill trucks)
- When referring to the Floor to Area Ratio (FAR) that was in the Comprehensive Plan in Neighborhood Commercial, can you clarify the parking requirements? One or two of the pad sites may be under the minimum parking requirements.
- Are we taking into consideration the parking when referring to the FAR?
- Looking at the PUD, the Oil and Gas setback is 150 ft. for reference
- The daycare lot is about 350 ft (under 500 ft.) under this concept plan
- The Unified Development Code Section 10.1.3 b.9: "ensure that developments are substantially compatible with the town's comprehensive plan" was the code that was referenced in the earlier part of the discussion.
- Reiterating to staff, when going through the administrative site plan, try to ensure the site fits with what we are trying accomplish in the town



Chair Burns closed the public hearing for this agenda item at 8:09 pm and asked if there were any final comments of the Commission.

Final comments from the Commission included the following:

- This being a concept site plan, thinks it does meet the code requirements.
- Reminder of approval criteria and concerns noted, still need to be consistent with this criteria.
- Other consideration is some of the pad site loading areas/back of house and how they are configured. This would be good to have the shared space screened. If we can help facilitate more pedestrian friendly areas that would be helpful.
- Going to the approval criteria section of the code, it is "generally consistent". Some items may not be exact with the town's comprehensive plan. If there's a way to push the daycare further back from oil well that would be appreciated. Doesn't see anything that warrants any issues here. The main concern is the "right out" on Weld County Road 5 because of the landfill truck traffic and accidents in that area. There could be considerable traffic in that area and adding to it. This is just something to keep in mind.

Commissioner Braudes moved to approve Planning Commission Resolution P25-11, a Resolution of the Planning Commission of the Town of Erie Approving the Erie Highlands Filing 17 Commercial Site Plan. The motion, seconded by Commissioner Baham, with the following roll call vote.

Commissioner Booth - yes  
Commissioner Baham - yes  
Commissioner Dreckman - yes  
Commissioner Sawusch - yes  
Commissioner Braudes - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

Motion passes unanimously.

[25-397](#)

A Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Amending Chapters 6 and 7 of Title 10 of the Erie Municipal Code Removing Alternative Standards for Affordable Housing Projects

**Attachments:** [ORIGINAL Resolution No. P25-07](#)  
[DRAFT REVISED Resolution No P25-07](#)  
[ORIGINAL TO DRAFT COMPARISION No P25-07](#)  
[Draft Ordinance](#)  
[Staff Report 25-397](#)  
[Ordinance No 017-2023](#)

Chair Burns announced the continuation of Resolution P25-07, a Resolution of the Planning Commission of the Town of Erie Recommending that the Town Council Adopt an Ordinance Amending Chapters 6 and 7 of Title 10 of the Erie Municipal Code Removing Alternative Standards for Affordable Housing Projects.

Chair Burns noted this was a discussion initiated at the May 7, 2025 Planning Commission Meeting. This agenda item was voted to be continued to today's meeting to finalize the recommendation to Town Council. Chair Burns reminded everyone that this is not a public hearing item and opened it up to Commissioners for comments, questions, and discussion. There was one proposed amended resolution/recommendation and Chair Burns asked Commissioner Braudes and Commissioner Sawusch to provide an explanation to the Commission and go forward from there.

The Commission had a very lengthy discussion regarding the direction from Council to remove all aspects of the Affordable Housing code, except for the definition of Affordable Housing project. Commissioners discussed possible changes to the ordinance to address some of the stated issues without repealing – limiting the number of units, capping the density bonus, minimum lot sizes, and approval of an expedited process by Planning Commission and Town Council.

Some questions and discussion points included the following:

- Original recommendation had the expedited process with a limit of 1,000 units and new proposal brought it down to 400. What is the reasoning?
- What was the number approved in Westerly, was it 2,000?
- Commissioner Sawusch and Mayor Moore brought up any number - is 400 to high to get people on board?
- Would 100 units even be feasible to fast track? There's an argument to go lower to get us by.
- There is a compromise between Planning Commission's view and Town Council's view.
- Item c notes the words "should" be approved and the Commission would recommend it be changed to state "shall"
- Clarification was requested on the expedited process with both Planning Commission and Council shall approve. Does the (90 day) clock restart once it's been brought to Council?
- Does the guidance include the two hearings within the 90 day time frame?
- Is the 90 day time frame for two boards/council to review?
- Are we putting something forward that is just going to be changed again?
- Ordinance that should be applied for applications now with the intent of revising it by some point next year
- Direction given to staff is to rescind
- We are putting three versions: What we have today; What we potentially might be proposing; and what it might actually end up being
- The version voted on will likely end up being different than what is existing. It's just a question on what the Planning Commission ends up recommending
- Request for clarification: There is no funding that is going to be allocated for those who have a fast track process currently in place or in place by November 2026. There is no difference in terms of the funding meaning if the Commission were to remove this, we're not at risk of losing funding as long as we have something in place by November 2026.
- For having a fast track process in place by November 2026, there are \$50,000 in grants
- After that date, there is still eligibility but at a lower amount (under \$50,000)
- The grant funds are for specific affordable housing planning even for a consultant to help rewrite the UDC to include these said items
- The 400 units needs to go down
- The use of the expedited process should be approved by both the Planning Commission and Town Council

- Increase and limits in density/minimums/percentages and zoning class - adding clarification with rezoning triggers
- Automatic review applications with 50% or more by law
- Commissioner Sawusch noted for the record, he has talked to every single Council member and 5 of the 7 Commissioners - there's no debate on there being holes, gaps or issues with this. Staff has also seen this. An amendment has to come - the question is about timing.
- Does the Commission repeal and later amend? Or keep it on the books and repeal and replace at a later date?
- The direction provided to staff from Council is a repeal.
- Does staff recommend a repeal?
- What is the timeline in terms of answers?
- If the recommendation came to staff to revise it, would that be staff's recommendation?
- Clear direction came from the Mayor to staff
- Can the Commission come up with something to address the concerns?
- Outright rescinding it leaves a hole
- No enforcement from the state
- No one is going to do this without incentive
- Density bonus and lot setbacks
- Burden on staff, public outcry and proper direction
- Application process and timing of requests
- Previously approved applications requesting the process without informing the Council or Planning Commission during public hearings/related public comment
- Proposition 123 requirements
- Whether staff can accommodate
- Ownership/rental AMI's between town requirements and Proposition 123 requirements
- Alternative equivalent compliance and standards
- Administrative approvals
- Town had one application utilize the fast track process (Cheesman Property)
- Commissioner Sawusch proposed there's a risk to leave it on the books and a risk to remove it
- Propose alternative recommendation repeal and recommend that the "Town Council task the Planning Commission to work with staff and Town Council including 1 or more study sessions with Town Council in order to develop a UDC amendment that addresses the concerns identified that is an application process which is Proposition 123 compliant which allows Town Council the necessary time to receive and review the community wide survey results and which allows staff the time to work with the DOLA consultant to address outstanding questions."
- There is majority support from the Council
- Concern surrounding maximizing densities
- Incentives
- Set process addressing specific concerns without removing everything
- Did the Commission request a working session with the Council?
- Why does the Council need to repeal? Is there a way to make recommendations to the resolution without repealing?
- Ultimate goal is to get the incentives and people into homes
- Guidelines and deadlines in the interim
- Struggles with removing the alternative standards

Due to the length of discussion, the Commissioners decided to conduct a straw

poll vote of the ordinance. The majority of the Commissioners were in favor of not repealing the ordinance and taking a collaborative approach with Town Council for a new ordinance.

Chair Burns asked if there was a motion on this agenda item.

Commissioner Braudes moved to approve Resolution P25-07 with conditions. Those conditions being that the expedited process shall be limited to developments that are less than or equal to 100 units, of which 12 or more are designated affordable; and the Town Council task the Planning Commission to work with staff and Town Council including 1 or more joint study sessions with Town Council, in order to develop a UDC amendment that addresses the concerns identified, that is an application process which is Proposition 123 compliant which allows Town Council the necessary time to receive and review the community wide survey results, and which allows staff the time to work with the DOLA consultant to address outstanding questions.

The motion, seconded by Vice Chair Hemphill, carried with the following roll call vote:

Commissioner Booth - yes  
Commissioner Baham - yes  
Commissioner Dreckman - yes  
Commissioner Sawusch - no  
Commissioner Braudes - yes  
Vice Chair Hemphill - yes  
Chair Burns- yes

Motion passes 6 to 1 with Commissioner Sawusch voting no.

#### [25-399](#)

#### Election of Chair and Vice Chair of the Planning Commission

Chair Burns announced Agenda Item 25-399: Election of Chair and Vice Chair of the Planning Commission.

Chair Burns announced that the Commission would be voting on a new Chair and Vice Chair of the Planning Commission. Positions will serve for the next year and will be effective immediately.

Chair Burns asked if there was a motion to nominate a Chair of the Planning Commission.

Commissioner Booth was going to make a motion to move this agenda item to the next Planning Commission meeting but asked for clarification on the positions being effective immediately. Chair Burns noted that there may not be another meeting this month as there are no items on the agenda and the next meeting wouldn't be until August. Last election was held in June and it's time to vote on the next Chair and Vice Chair as the Commission is overdue.

Commissioner Sawusch asked if there were things that the Commission could be doing instead of canceling meetings. It was noted that there are no agenda items but the Commission could discuss this after the elections.

Commissioner Booth asked about the process for election and if it was generally asked if anyone had interest in serving.

Chair Burns noted that he is willing to step back from the position of Chair as

this was his original intention, unless there was no interest in filling the position. He noted that Vice Chair Hemphill has expressed interest. Therefore, Chair Burns is nominating Vice Chair Hemphill as Chair of the Planning Commission. The nomination was seconded by Commissioner Dreckman.

Chair Burns asked if there were any other nominations for Chair. Seeing none, Vice Chair Hemphill accepted the nomination as Chair.

Chair Burns noted that there was a motion and a second, and asked for a roll call vote for Vice Chair Hemphill as Chair of the Planning Commission. The roll call vote is as follows:

Commissioner Booth - no  
Commissioner Baham - yes  
Commissioner Dreckman - yes  
Commissioner Sawusch - yes  
Commissioner Braudes - yes  
Vice Chair Hemphill - yes  
Chair Burns - yes

The roll call vote carries with 6-1 in favor of Vice Chair Hemphill as the new Chair of the Planning Commission.

Chair Burns asked if there was a motion to nominate a Vice Chair.

Commissioner Booth made a motion to nominate Commissioner Sawusch as Vice Chair. The motion was seconded by Commissioner Baham.

Chair Burns asked if there were any other candidates for Vice Chair.

Chair Burns nominated Commissioner Braudes as Vice Chair. The motion was seconded by Commissioner Dreckman.

Chair Burns stated that there is a motion and a second for 2 candidates as Vice Chair: Commissioner Sawusch and Commissioner Braudes. Chair Burns asked for a roll call vote and for each Commissioner to state their vote.

The roll call vote is as follows:

Commissioner Booth - Sawusch  
Commissioner Baham - Sawusch  
Commissioner Dreckman - Braudes  
Commissioner Sawusch - Sawusch  
Commissioner Braudes - Braudes  
Vice Chair Hemphill - Braudes  
Chair Burns - Braudes

The roll call vote carries with a 4 to 3 vote in favor of Commissioner Braudes as the new Vice Chair of the Planning Commission.

## VII. STAFF REPORTS

Kelly Driscoll, Planning Manager noted that there are no hearings or agenda items on the July 16, 2025 Planning Commission Meeting Agenda unless the Commission has items they would like to add or would they like to cancel.

Newly elected Vice Chair Braudes asked if the Commission could defer until

Town Council decides to accept the recommendation. Mrs. Driscoll stated that the item would not be in front of the Council until August 12, 2025.

Newly elected Chair Hemphill suggested tentatively cancelling until he talks with other Commissioners about tentative agenda items and can work with staff from there. There is time since agenda's need to be posted 24 hours in advance of the meeting date.

## VIII. COMMISSIONER REPORTS AND DISCUSSION ITEMS

Newly elected Chair Hemphill asked everyone not to hurt themselves on the 4th of July. He was also invited by the Sustainability Board to be on the Steering Committee to help shape Erie's Sustainability Action Plan. He will be participating as a resident and because he was a former member of the Board and is currently on the Planning Commission. They are currently talking about a pollinator district and bringing awareness on pollinator yards.

Chair Burns gave a welcome back to Commissioner Dreckman, and welcome back to Planning Manager, Kelly Driscoll.

Town Attorney, Kunal Parikh will not be at the next Planning Commission Meeting and Austin P. Flannagan will be in attendance in his absence.

## IX. ADJOURNMENT

Commissioner Dreckman moved to adjourn the July 2, 2025 Planning Commission Meeting. The motion, seconded by Commissioner Sawusch, carried with all voting in favor thereof.

Chair Burns adjourned the July 2, 2025 Planning Commission Meeting at 10:04pm.

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[Back](#)

Notice Publish Date:

Wednesday, July 23, 2025

**Notice Content**

NOTICE OF PUBLIC HEARING TOWN COUNCIL TOWN OF ERIE Notice is hereby given that on Tuesday, August 12, 2025, at 6:30 PM, or as soon as possible thereafter at the Erie Town Hall Council Chambers, 645 Holbrook Street, Erie, CO 80516, a PUBLIC HEARING will be held by the Erie Town Council to consider: (1) An ordinance amending Chapters 6 and 7 of Title 10 of the Erie Municipal Code to remove the Alternative Standards for Affordable Housing Projects. Any person may appear at the public hearings and be heard regarding the matters under consideration. A copy of the proposed ordinances are on file and available for public inspection in the office of the Town Clerk. Debbie Stamp \_\_\_\_\_ Town Clerk FOR QUESTIONS OR COMMENTS, CONTACT TOWN OF ERIE PLANNING & DEVELOPMENT DEPARTMENT P.O. BOX 750 ERIE, COLORADO 80516 PHONE: (303) 926-2770 FAX: (303) 926-2706 Published: Colorado Hometown Weekly July 23, 2025-2124937

[Back](#)

**Construction Contract**  
**(Schofield Farm Quonset Hut Rehabilitation – Makerspace Project PR-25-11)**

This Construction Contract (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and JOC Construction, LLC ("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. Scope of Work**

A. This Contract is being entered into pursuant to the terms and conditions of the Construction Contract between the Town and Contractor (PR-22-10-01) dated October 25, 2022 and any amendments thereto ("Master Contract").

B. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, in accordance with the Contract Documents. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

C. Contractor shall complete the entirety of the Scope of Work within 180 days of the Town's issuance of a Notice to Proceed ("Contract Time"), unless the time within which Contractor is required to complete the Scope of Work is extended in accordance with the Contract Documents.

D. The Contract Documents applicable to this Project includes those identified in Section 1.01 of the General Provisions. Any conflicts or inconsistencies between or among the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions.

**II. Term and Termination**

This Contract shall commence on the Effective Date, and shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction and accepted by the Town, unless earlier terminated by the Town in accordance with Part 4 of the General Provisions, whichever occurs first; provided that Contractor's indemnification and warranty obligations to the Town under this Contract shall survive termination.

**III. Compensation**



Upon Final Acceptance by the Town of the work set forth in the Scope of Work and subject to the terms and conditions of the Contract Documents, the Town shall pay Contractor an amount not to exceed \$1,096,421.04 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

#### **IV. Ownership**

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

#### **V. Keep Jobs in Colorado Act**

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* occupational qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that they have resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

#### **VI. Miscellaneous**

A. *Governing Law and Venue.* This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligations of this Contract.

C. *Integration.* This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Contract.

E. *Notice.* Any notice under this Contract shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Contract.

F. *Severability.* If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Contract may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

L. *Bonds.* Within 10 days of the Effective Date, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents. A payment and performance bond is not required for contract amounts under \$50,000 unless indicated differently in the Contract Documents.

M. *Accessibility.* Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology

pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

N. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

In Witness Whereof, the Parties have executed this Contract as of the Effective Date.

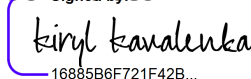
**Town of Erie, Colorado**

\_\_\_\_\_  
Andrew J. Moore, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

  
16885B6F721F42B...

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of JOC Construction, LLC.

My commission expires:

(Seal)

\_\_\_\_\_  
Notary Public

## **Exhibit A Scope of Work**

This Scope of Work includes renovation of existing Quonset Hut into a makerspace based on general specifications provided by the Town and observations made by Contractor at site visit completed on February 7, 2025.

### **Detailed Scope of Work**

The Schofield Farm Quonset Hut Rehabilitation project is a full-scale interior and exterior transformation of an existing arched steel structure into a modern, code-compliant facility suitable for multi-functional use. This work includes architectural upgrades, structural reinforcements, complete mechanical, electrical, and plumbing system overhauls, and substantial interior reconfiguration to support new programmatic needs. The renovation will incorporate accessibility enhancements such as ADA-compliant entrances and restrooms, energy-efficient systems including spray foam insulation and LED lighting, and durable interior finishes designed for long-term performance. A new storefront entry system on both ends of the hut, regraded site access, polished concrete flooring, and specialty lighting features are also included to elevate the building's functionality and user experience.

This project represents a collaborative effort to preserve the original structure while modernizing it to meet current building standards, improve energy efficiency, and accommodate future tenant needs with flexibility and compliance.

### **General Requirements**

- A. Coordinate all work across disciplines including architectural, structural, MEP, and civil.
- B. Maintain safety and protection of adjacent buildings, occupants, and property throughout construction.
- C. Ensure full compliance with 2021 IBC, ADA 2010 standards, and any locally adopted jurisdictional codes.
- D. All materials to be installed per manufacturer's approved submittals, with proper handling, storage, and sequencing.

### **Existing Conditions / Demolition Interior Slab Demolition**

- A. Demolish designated slab areas using saw-cutting techniques to access and install underground mechanical/electrical systems.
- B. Implement dust containment strategies including plastic barriers and negative air filtration.
- C. Excavation for utilities.
- D. Perform trenching to required depths for new plumbing, gas, electrical, and HVAC

pipng.

- E. Use approved bedding material (e.g., sand or crushed gravel) under utility lines; restore compacted subgrade to 95% proctor.

### **Wall Panel and Storefront Prep**

- A. Selectively cut and remove corrugated metal siding to create rough openings for new windows and doors.
- B. Provide temporary bracing and reinforce wall openings with structural steel or engineered headers.

### **Sliding Door and Front Slab Demo**

- A. Remove existing overhead or sliding doors for retrofit; retain operable components where reusable.

### **MEP Wall Penetrations**

- A. Core drill and cut penetrations in walls, structural ribs, and bulkheads as required for conduit, piping, and ductwork.
- B. Protect existing structure from water intrusion during installation; provide temporary caps or weather-sealing.

### **Concrete**

- A. Restore damaged slab areas with structural patch mortar or rapid-set concrete.
- B. Pour new self-leveling underlayment (Min. 4000 PSI) with integral hardener; control flow to ensure even finish.
- C. Set HVAC and equipment pads on compacted subbase with steel-trowel finish and anchor bolts where applicable.

### **Masonry**

- A. Not applicable for this project.

### **Metals**

- A. Retrofit metal sliding doors with new track systems and reinforcements; align with existing structure.
- B. Fabricate galvanized steel frames for storefront openings; ensure alignment and bracing to withstand wind loads.
- C. Cold-rolled steel coves to be anchored to framing for task lighting channels.
- D. Dormer frames to be constructed of pre-finished steel with welded seams, bolted attachments, and weatherproof details.

### **Wood, Plastics, and Composites**

- A. Interior partitions framed with SPF 2x4s, anchored to slab with powder-actuated fasteners.

- B. Ceiling framing supported by primary structure; include all necessary hangers and lateral bracing.
- C. Wall blocking installed at 42" AFF minimum for grab bars, cabinetry, and accessories.

### **Thermal and Moisture Protection**

- A. Closed-cell spray foam insulation (R-38 minimum at roof); apply in lifts as per manufacturer guidelines.
- B. Flashing details to include pre-formed corners and counterflashing at all penetrations.
- C. Siding WRB to meet ICC-ES criteria for water resistance and vapor permeability.

### **Openings**

- A. Storefront aluminum framing to include 1" clear insulated glazing with low-E coating; NFRC-rated performance.
- B. Doors to be reinforced aluminum or hollow metal with 10" bottom rail, ADA lever handles, and thresholds.
- C. Operable windows to include screens and weep systems; provide insect-resistant mesh and rated locks.
- D. Interior doors to include smoke seals, kickplates, and automatic closers where required by code.

### **Finishes**

- A. Fire-rated drywall installed with type X screws and taped joints; provide corner bead and accessories.
- B. Ceiling gypsum board to be installed perpendicular to framing; Level 4 finish to minimize visible seams.
- C. Wood veneer wall panels to include reveal trims and backing; minimum 3/4" MDF substrate.
- D. Exposed concrete flooring to be mechanically polished to 800 grit and sealed with silicate densifier.
- E. Use Sherwin-Williams ProMar 200 or equal low-VOC paints, multiple colors based on finish schedule.

### **Specialties**

- A. Furnish and install grab bars, toilet partitions, paper dispensers, soap dispensers, and mirrors with ADA mounting heights.
- B. Shades to be manually operated roller-style with fabric rated for fade and flame resistance.
- C. Access panels to be factory-primed, lockable, and installed flush with gypsum

board face.

### **Equipment**

- A. Cord reels to be 15-amp retractable units with steel casing and locking position; mount within 2' of lighting rows.
- B. Confirm layout with field dimensions and coordination drawings.

### **Furnishings**

- A. Not in scope.

### **Special Construction**

- A. Dormer to be installed per architectural elevations; include waterproof membrane under sheathing.
- B. Mock-up to include full framing, glazing, flashing, and metal cladding for review.

### **Fire Suppression**

- A. Not included in scope.

### **Plumbing**

- A. Piping to include Schedule 40 PVC (underground), Type L copper (above grade), or PEX (where approved).
- B. All fixtures to be WaterSense certified; sensor-operated flush valves and faucets.
- C. Install cleanouts at transitions and accessible locations; pressure test before concealment.

### **HVAC**

- A. HVAC unit to be high-efficiency split or RTU, complete with curb, vibration isolation, and economizer.
- B. Provide all ductwork, grilles, diffusers, dampers, and insulation per SMACNA standards.
- C. Test and balance to verify airflow and temperature settings meet design intent.

### **Electrical**

- A. New panels, branch circuits, receptacles (20A min), and light switches with stainless steel or white trim plates.
- B. Lighting to meet IECC 2021 standards; fixtures controlled by wall switches, motion sensors, and daylight sensors.
- C. Provide dedicated circuits for mechanical, door operators, and GFCI-protected exterior outlets.

### **Electronic Safety and Security**

- A. Operator buttons to be weatherproof, ADA-compliant, and coordinated with low-

voltage controls.

- B. Route all control wiring in EMT or plenum-rated cable with labeled junction boxes.

### **Earthwork**

- A. Strip and stockpile topsoil; excavate to depth for utilities, with shoring as required.
- B. Use native soil for backfill unless otherwise noted; compact in 6" lifts to meet structural requirements.

### **Exterior Improvements**

- A. Not in scope.

### **Utilities**

- A. Not in scope.

### **Details that apply to all work**

- A. This proposal is based on normally expected conditions as observed upon site visit.
- B. Contractor shall utilize the latest issue of the SOURCEWELL Specifications for all work.
- C. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for Contractor. Contractor is responsible for field verification of all measurements and quantities.
- D. Contractor shall verify all new and existing conditions and dimensions at job site.
- E. Parking will be made available for Contractor by the Town and Contractor shall coordinate all parking with the Town prior to beginning work.
- F. All salvageable materials remain the property of the Town.
- G. Contractor shall coordinate inspections as required / if required.
- H. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until Final Acceptance. The methods of protection including wood, plastic, paper or other means for sealing / protecting furniture, sidewalks, doors or windows, etc.
- I. Contractor shall be responsible for daily job site clean-up and will make provisions for disposing of all of Contractor's and Contractor's subcontractors' or trades' debris. There shall not at any time be any material or debris left on site that could endanger the public.
- J. Contractor shall be responsible for 48 hours advanced notice to coordinate Utility Interruptions.

### **Submittals**

- A. Concrete Specifications
- B. Paint Specifications



- C. Sealant Specifications
- D. Wall finishes Specifications
- E. Mechanical Specifications
- F. Lighting Fixtures
- G. Plumbing Fixtures

### **Schedule**

- A. The total estimated duration to complete this project including an allotment for administrative time, submittal processing, inspection time, punch list remediation, and closeout time will be **180 Days** from the Effective Date.

### **The Town's Responsibilities**

- A. Provide access to job site and prompt response to RFI and submittal information submitted by Contractor.
- B. Provide reimbursement for any fees associated with tapping/beginning service for utilities and permitting as necessary.

### **Closeout**

- A. Contractor must remove all excess materials, debris, tools and equipment from the site.
- B. Contractor shall provide the Town with 1 Electronic Copy of the Operations and Maintenance manual for the Project with retainage billing.
- C. Contractor shall provide the Town with a 2 year warranty on furnished material and workmanship, in accordance with the Contract Documents.

## **General Provisions**

### **Part 1. Definitions**

#### **1.01 Contract Documents:**

- A. Construction Contract;
- B. General Provisions
- C. Special Provisions;
- D. Town of Erie Standard Specifications for the Design and Construction of Public Improvements;
- E. Construction Task Catalog®;
- F. Technical Specifications (Gordian);
- G. Construction Drawings (if applicable);
- H. Certificate of Insurance Verification;
- I. Notice of Award;
- J. Documentation submitted by Contractor prior to Notice of Award; and

#### **Documents Submitted with Each Job Order:**

- A. Notice to Proceed;
- B. Payment and Performance Bond;
- C. Certificate of Final Payment; and
- D. Final Acceptance Form.

#### **1.02 Contract Amendment:**

A written order issued by the Town after execution of the Contract authorizing a revision to the Contract as a whole.

#### **1.03 Town:**

The Town of Erie, Colorado.

#### **1.04 Contract:**

The entire written agreement covering the performance of the Work described in the Contract Documents.

#### **1.05 Contract Price:**

The amount set forth in Section III of the Construction Contract.

#### **1.06 Contract Time:**

The time for completion of the Work as set forth in Section I.C of the Construction Contract.

**1.07 Day:**

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

**1.08 Final Completion:**

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

**1.09 Project Manager:**

The Town's duly authorized representative in connection with the Work.

**1.10 Subcontractor:**

Any person, firm or corporation with a direct contract with Contractor who acts for or on behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

**1.11 Substantial Completion:**

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

**1.12 Work:**

All the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

**Part 2. Time****2.01 Time of the Essence:**

All times stated in the Contract Documents are of the essence.

**2.02 Final Acceptance:**

Upon Final Completion, the Project Manager will issue final acceptance.

**2.03 Changes in the Work:**

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Job Order Price and the Job Order Completion Time. All changes shall be authorized by a written Supplemental Job Order signed by the Project Manager. The Supplemental Job Order shall include appropriate changes in the Job Order Proposal and the Job Order Completion Time. The Work shall be changed and the Job Order Price and Job Order Completion Time modified only as set forth in the written Supplemental Job Order. Any adjustment in the Job Order Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Supplemental Job Order is commenced. If a Supplemental Job Order results in an increase

in the Job Order Price, approval of the Erie Town Council shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Supplemental Job Order has been performed.

**2.04 Delays:**

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time. "Weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar day varies from the average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

Monthly Anticipated Adverse Weather Days											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	4	4	4	6	3	4	2	3	3	2	5

*By reason of example only*, if in March there are 2 days when the snowfall exceeds the average snowfall for that day by 100%, those 2 days will have experienced an adverse weather condition. However, there will have been no unanticipated adverse weather condition in March, because there are four anticipated adverse weather days in March, which should be accounted for in the schedule. If, however, there are 5 days in which the snowfall exceeds the average snowfall by 100%, an unanticipated adverse weather condition will have occurred, and Contractor shall be entitled to request an extension of Job Order Completion Time.

B. Any request for extension of the Job Order Completion Time shall be made in writing to the Project Manager not more than 7 days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work and should be contained in a Supplemental Job Order.

C. Contractor shall not be entitled to any increase in the Job Order Price, or to damages, or to additional compensation as a consequence of any such delays.

**2.05 No Damages for Delay:**

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price or any Price associated with an individual Job Order to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

### **Part 3. Contractor's Responsibilities**

#### **3.01 Completion/Supervision of Work:**

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

#### **3.02 Duty to Inspect:**

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

#### **3.03 Furnishing of Labor and Materials:**

- A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.
- B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.
- C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*

#### **3.04 Employees and Safety:**

- A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

### **3.05 Cleanup:**

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish. Contractor shall remove all waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon completion of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks. Contractor shall also conduct such general cleanup operations on adjacent properties disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

### **3.06 Payment of Royalties and License Fees:**

Contractor shall pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

### **3.07 Taxes, Licenses and Permits:**

Contractor shall pay all taxes imposed by law in connection with the Work and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a Town tax-exempt number for exemption from the Town's sales tax.

### **3.08 Samples and Shop Drawings:**

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents.

### **3.09 Compliance with Laws and Regulations:**

Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use,

generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

### **3.10 Subcontractors:**

- A. Contractor shall furnish to the Project Manager at the time each Job Order Proposal is submitted, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.
- B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.
- C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents and shall incorporate the relevant provisions of the Contract Documents.

### **3.11 Corrective Work:**

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform, within the time period approved by the Project Manager. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

### **3.12 Other Contracts:**

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the work site necessary to perform their contracts.

### **3.13 Communication:**

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

## **Part 4. Termination**

### **4.01 Labor Disputes:**

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving 48 hours' written notice of its intent to do so.

### **4.02 Default:**

The Town may terminate this Contract upon 30 days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies lawfully available to the Town including without limitation an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

## **Part 5. Warranties**

### **5.01 Warranty of Fitness of Equipment and Materials:**

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

### **5.02 General Warranty:**

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of 2 years from the date of Final Acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

## **Part 6. Bonds, Insurance and Indemnification**

### **6.01 Indemnification:**

- A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from



and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **6.02 Notice of Claim:**

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

## **6.03 Insurance:**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and

other obligations assumed by Contractor pursuant to this Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Contract.

#### **6.04 Performance and Payment Bond:**

Contractor shall furnish a Payment and Performance Bond in the full amount of the Job Order Price on all Job Orders valued \$50,000 and above, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until 2 years after the date of Final Completion.

### **Part 7. Payment**

#### **7.01 Progress Payments:**

A. The Town shall make periodic progress payments to Contractor for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit

copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to 95% of the Work actually completed. Completed Work shall include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. For all other Job Orders, the Town may make partial, monthly payments based on the percentage of the work completed.

## **7.02 Final Payment:**

Upon Final Acceptance of the Work, the Town shall make final payment to Contractor pursuant to C.R.S. § 38-26-107.

## **7.03 Liquidated Damages:**

A. Because time is of the essence and delayed performance causes a compensable, yet difficult to precisely ascertain, damage to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in each Job Order Proposal, as modified through approved Supplemental Job Order(s), Contractor shall be assessed the following amounts which constitute a reasonable estimate of the actual damages such delay would cause the Town:

<b>Value of Job Order</b>	<b>Amount per day</b>
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Job Order Completion Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

#### **7.04 Oral Agreements Prohibited:**

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Erie Town Council. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Estimated Annual Value, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Erie Town Council.

#### **7.05 Items Not Included in Bid:**

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically accounted for by Contractor in their bid Adjustment Factor(s).

#### **7.06 Changes in Quantity:**

A. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

B. All other Changes in the Work shall be addressed by Section 8 of the Job Order Contract Special Conditions: Changes in the Work.

#### **7.07 Bid Price Adjustments:**

A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated in the original Job Order, the Price Proposal shall be modified by written Supplemental Job Order. Payment for major items shall be calculated by the terms of the Supplemental Job Order.

B. A "major spike" is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued. If a major spike occurs, Contractor may submit a request for a price modification to a Unit Price or individual Job Order. To initiate such a request, Contractor shall:

1. Identify the specific material that has experienced a major spike;
2. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike; and

3. Demonstrate that the spike exists by submitting at least 3 quotes on material supplier letterhead to show that the current price is a "major spike".

C. The Town, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.

D. The Town, at its option, may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.

## **7.08 Eliminated Items:**

Should any items contained in the Job Order Price Proposal be found unnecessary for completion of the Work, the items shall be eliminated. The Job Order Price shall be modified through written Supplemental Job Order, and the amount of the Supplemental Job Order shall be the eliminated quantity multiplied by the unit price stated in the Construction Task Catalog®, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

## **7.09 Materials Stored But Not Incorporated:**

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed 85% of the price shown in the Job Order or 100% of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

## **7.10 Cost Records:**

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

# **Part 8. Miscellaneous**

## **8.01 Publications:**

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include

articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

### **8.02 Confidentiality:**

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

### **8.03 Independent Contractor:**

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other benefits.

### **8.04 Conflicts:**

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Contract Modifications (later takes precedence over earlier).
2. Construction Contract.
3. Addenda.
4. Job Orders (including Detailed Scopes of Work, Job Order Proposals and any Supplemental Job Orders).
5. Job Order Contract Special Conditions.
6. Request for Bids.
7. Special Provisions.
8. General Provisions.
9. Town Technical Specifications.
10. Standards and Specifications for Design and Construction of Public Improvements. \*Most recent iteration.
11. Construction Task Catalog®.
12. Gordian Technical Specifications.
13. Supplemental Specifications.
14. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

## **Special Provisions**

1. **General.**

A. All labor, services, material, and other work necessary for construction shall be provided by Contractor, including without limitation: managing the budget; scheduling and coordinating work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders, Supplemental Job Orders and notices of substantial completion.

B. Contractor shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

C. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

2. **Other Regulations.**

A. Contractor shall ensure that the Work is in compliance with the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and other applicable codes and specifications.

B. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

3. **Representatives.** Contractor shall have at the work site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work for conformance with the Contract Documents (Job Order(s)).

4. **Work Administration.** The Town shall administer the Work, including the finalization of all Job Orders, any Supplemental Job Orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

5. **Engineer.** The Engineer for this Work shall be the Town Engineer.

6. Inspections and Testing.

A. Contractor shall be responsible for performing materials testing. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

C. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Contractor shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each site visit.

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Construction Schedule.

A. At the time of the Pre-construction Conference (Joint Scope Meeting), Contractor shall prepare and submit to the Town for review a construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress at the end of each 2-week interval as directed by the Town and shall deliver to the Town 3 copies thereof on a biweekly basis.

B. Contractor shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

8. Saturday, Sunday, Holiday and Night Work.

A. The majority of work shall be performed during Normal Working hours as described in the Bid Schedule. Normal Working hours is work performed including the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except for Town



holidays. If Work is identified outside of those hours and days, it will be deemed as Other than Normal Working hours, which shall include the hours of 6:00 p.m. to 7:00 a.m., Monday through Friday and all day Saturday, Sunday and Town Holidays. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor and Town agree it is necessary to perform work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least 48 hours before such time. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective.

9. Progress Reports.

A. Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each 2-week period, or at such other times as the Project Manager may request. Contractor shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to withhold progress payments for the work if Contractor fails to update and submit the progress/manpower schedule and reports as specified.

10. Pre-construction Conference. See Section 5.4 of the Job Order Contract Special Conditions for Joint Scope Meeting Conference requirements.

11. Permit Fees. All fees for permits issued by the Town shall be waived.

12. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work and shall contact all utilities at least 48 hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and

Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

13. Water and Electricity. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.
14. Dust Control. Contractor shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Contractor for dust control. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within 24 hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.
15. Construction Staging Areas. All construction staging areas shall be located within the work site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.
16. Sanitary Facilities.
  - A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.
  - B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the work site.
  - C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.
  - D. Full compensation for compliance with this Section is included in the Job Order Price, and no additional compensation shall be provided.
17. Soils Investigations and Foundation Engineering. Contractor shall be responsible for all geotechnical investigations necessary to design and perform the Work.

18. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Contractor shall be responsible for the proper execution of the Work to such lines and grades.
19. Traffic Control.
  - A. Contractor shall furnish all necessary flag persons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices.
  - B. At the Pre-construction Conference, Contractor shall submit a traffic control plan for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular and pedestrian traffic through the work site.
  - C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.
  - D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.
  - E. No road shall be closed at any time.
  - F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.
  - G. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.
20. Archaeological and Historical Discoveries.
  - A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the work site. Upon making such a discovery, Contractor shall do whatever is necessary to avoid disturbing the work site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.
  - B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than 8 normal work

hours, Contractor shall prepare accounting information to support an adjustment to the Job Order Price.

21. Water Control.

A. Contractor shall take such precautions as necessary to construct the Work in a dry condition, and Contractor shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

22. Disposal Site.

A. Contractor shall be responsible for the removal of all excess excavation, debris, deleterious material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Job Order Price and shall not entitle Contractor to additional compensation. Contractor shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.

B. Contractor's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Job Order Price and shall not entitle Contractor to additional compensation.

23. Video Prior to Construction. Contractor shall provide the Town with a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor's own expense. One copy of the video shall be provided to the Town and become the property of the Town prior to the commencement of any Work.

24. Existing Improvements and Restoration.

A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

25. Erosion Control. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type,

location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area.

26. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price or Job Order Price shall not be increased to reimburse Contractor for such costs.

### **Job Order Contract (JOC) Special Conditions**

The following clarifications and modifications apply to the General, Supplemental and Special Provisions:

- a) When the term "Contract" is used to describe the Work associated with an individual project, the term "Contract" shall be replaced with "Job Order".
- b) When the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".
- c) When the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price".
- d) The Job Order Price shall set forth the fixed price, lump sum amount for which Contractor is paid to complete the Detailed Scope of Work. Unless specifically stated for a Job Order, estimated quantities, lists of materials and bid prices shall not apply, the descriptions as related to costs and payment shall not apply, and the payment sections within the individual sections shall not apply.
- e) All references to "Bid Items" shall be interpreted to mean Work tasks necessary to complete the Detailed Scope of Work.
- f) All references to "change order work", "extra work", "force account work", and any other descriptions to changes to the Detailed Scope of Work shall be interpreted to mean work described in a Detailed Scope of Work of a Supplemental Job Order.
- g) The Construction Task Catalog® shall govern the work included in the Unit Price of a Pre-Priced Task.

#### **1. Definitions**

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Bid Form, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work Contractor is obligated to complete for a particular Job Order.

- 1.6. **Estimated Annual Value** - An estimate of the value of Job Orders that could be issued to Contractor each year.
- 1.7. **Job Order** - A written order issued by the Town, such as a Purchase Order, requiring Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
- 1.8. **Job Order Completion Time** - The time within which Contractor must complete the Detailed Scope of Work.
- 1.9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount Contractor shall be paid for completing a Job Order.
- 1.10. **Job Order Price Proposal** - A price proposal prepared by Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.
- 1.12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.13. **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog®.
- 1.14. **Normal Working Hours** - Normal Working hours is work performed including the hours of 7:00 a.m. to 6:00 p.m., Monday-Friday, except for Town holidays.
- 1.15. **Notice to Proceed** - A written notice issued by the Town directing Contractor to proceed with construction activities to complete the Job Order.
- 1.16. **Option Term** - An additional period of time beyond the Contract Time which extends the termination date of the Contract.
- 1.17. **Other than Normal Working Hours**- Include the hours of 6:00 p.m. to 7:00 a.m., Monday-Friday and all day Saturday, Sunday and Town Holidays.
- 1.18. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- 1.19. **Project** - The collective improvements to be constructed by Contractor pursuant to a Job Order, or a series of related Job Orders.
- 1.20. **Request for Proposal** - A written request to Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.

- 1.21. **Secured Facilities** – Any facility deemed to be “Secured” by the Town will require, at a minimum, tool inventory and a series of check in procedures. For each facility, the Town Project Manager shall determine and communicate the access and egress requirements in each request for Job Order Proposal.
- 1.22. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- 1.23. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

## **2. Contractor Selection**

- 2.1. Job Order Contracting: The Town may award an individual Job Order to any selected Contractor. Selection of Contractor and award of the Job Order will be in compliance with established Town procedures and based on one or more of the following criteria:
  - 2.1.1. Rotational selection among all contractors, unless otherwise determined by the Town.
  - 2.1.2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, and design management.
  - 2.1.3. Balancing Job Order volume among contractors.
  - 2.1.4. Price, as determined by the Adjustment Factors of contractors.
  - 2.1.5. Limitations posed by bonding capacity of the contractors.
  - 2.1.6. Other appropriate criteria as deemed in the best interest of the Town.

## **3. Contractor’s Personnel**

- 3.1. Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Town and shall have a cell phone at which they can be reached at all times.
- 3.2. Contractor shall have an office with the Town or within the County in which the work is being completed, or if the office is located in another location, offices will be approved at the Town’s discretion.
- 3.3. Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, Contractor shall identify the Superintendent responsible for that Job Order. The



Superintendent shall be reachable 24 hours a day, 7 days a week. If the named Superintendent is not available because of illness or vacation or the like, Contractor shall notify the Town of a substitute Superintendent. At all times, Contractor shall provide at least one Superintendent for every 4 Job Orders. Whenever, in the sole discretion of the Town, Contractor is not providing a sufficient level of supervision, the Town may direct Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the Town.

#### **4. Procedure for Ordering Work**

- 4.1. Conduct the Joint Scope Meeting
- 4.2. As the need exists, the Town will notify Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 4.3. Contractor does not have the right to refuse to perform any Project, Pre-priced Task, or Non Pre-priced Task.
- 4.4. Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 4.4.1. The work to be performed;
  - 4.4.2. Presence of hazardous materials;
  - 4.4.3. Job Order specific Insurance (if any);
  - 4.4.4. Required permits – including drawings for permits;
  - 4.4.5. Long lead time materials;
  - 4.4.6. Protocol for workers entering the site;
  - 4.4.7. Staging area and areas that are off-limits;
  - 4.4.8. Construction schedule and work hours – with critical milestones and phasing requirements;
  - 4.4.9. Controlled inspections, testing requirements;
  - 4.4.10. Value Engineering suggestions;
  - 4.4.11. Organization of Price Proposal – by location, by corner, etc.;
  - 4.4.12. Due Date for Detailed Scope of Work and for Price Proposal; and
  - 4.4.13. The Traffic Control Plan, if required
- 4.5. Upon completion of the joint scoping process, the Town will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs,

and specifications required to document accurately the work to be accomplished. Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Town will issue a Request for Proposal that will require Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both Contractor and the Town, will be the basis on which Contractor shall develop its Job Order Proposal and the Town will evaluate the same. Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

- 4.6. The Town may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if Contractor and the Town cannot agree on the quantities required, or for any other reason as determined by the Town. In all such cases, the Town shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 4.7. If Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, Contractor shall make such request quickly so that the Job Order Proposal can be submitted on time.

## **5. Preparation of a Job Order Proposal**

- 5.1. Contractor's Job Order Proposal shall include, at a minimum:
  - 5.1.1. Job Order Price Proposal;
  - 5.1.2. Support documentation for Non Pre-priced Tasks;
  - 5.1.3. Required drawings or sketches;
  - 5.1.4. List of anticipated Subcontractors including a MBE/WBE Certification;
  - 5.1.5. Construction schedule; and
  - 5.1.6. Other requested documents.
- 5.2. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 5.3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 5.4. Contractor shall prepare Job Order Price Proposals in accordance with the following:
  - 5.4.1. Pre-priced Task: Contractor shall select the appropriate Pre-priced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Pre-priced Task. Contractor shall use the Adjustment Factors in effect on the date the

Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.

- 5.4.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog®. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

**For Non Pre-priced Tasks Performed with Contractor's own forces:**

**A** = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

**B** = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity;

**C** = Lowest of three independent quotes for all materials.

**Total for Non Pre-priced Tasks performed with Contractor's own forces** = (A+B+C) x Non Pre-priced Task Adjustment Factor

**For Non Pre-priced Tasks Performed by subcontractors:**

If the Non Pre-priced Task will be subcontracted, Contractor must submit three independent quotes for the work.

**D** = Lowest of 3 subcontractor quotes. If 3 quotes are not attainable, Contractor may submit less than 3 with a letter of justification explaining the circumstances.

**Total for Non Pre-priced Tasks performed by subcontractors** = D x Non Pre-priced Task Adjustment Factor

- 5.4.3. Information submitted in support of Non Pre-priced Tasks shall include the following without limitation:

5.4.3.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

5.4.3.2. If Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, Contractor shall submit 3 independent quotes from subcontractors. Contractor shall not submit a quote or bid from any supplier or subcontractor that Contractor is not prepared to use. The Town may require additional quotes and bids if the suppliers or

subcontractors are not acceptable or if the prices are not reasonable. If 3 quotes or bids cannot be obtained, Contractor shall provide the reason in writing for the Town's approval.

- 5.4.3.3. After a Non Pre-priced Task has been approved by the Town, the Unit Price for such task will be established, following approval by the Town, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
  - 5.4.3.4. The Town's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to Contractor.
- 5.5. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Town may permit Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred; provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
- 5.6. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
- 5.7. Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- 5.8. Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between 7 and 14 days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

- 5.9. In immediate response situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, Contractor may be directed to begin work immediately with the paperwork to follow.
- 5.10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
- 5.11. By submitting a Job Order Proposal to the Town, Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Town.
- 5.12. If Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- 5.13. If Contractor is required to work in a secured facility or location where labor, materials, and equipment must be inspected, Contractor shall be permitted to add labor hours to the Job Order Price Proposal to account for lost time as a result of such inspection.

## **6. Review of the Job Order Proposal and Issuance of the Job Order**

- 6.1. The Town will evaluate the entire Job Order Price Proposal and compare these with the Town's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed. All incomplete Job Order Proposals will be rejected. The Town will review the Price Proposal to determine the accuracy of the Pre-priced Tasks, quantities, Adjustment Factors, and Non Pre-priced Tasks.
- 6.2. Contractor may choose the means and methods of construction; subject however, to the Town's right to reject any means and methods proposed by Contractor that:
  - 6.2.1. Will constitute or create a hazard to the work, or to persons or property;
  - 6.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
  - 6.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 6.3. The Town reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Town also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Town. The Town may

perform such work by other means. Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Town.

- 6.4. By submitting a Job Order Proposal, Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Town.
- 6.5. It is Contractor's responsibility to include the necessary Pre-priced Tasks and Non-Pre-priced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the Town.
- 6.6. If the Job Order Proposal is found to be complete and accurate, the Town may issue a Job Order to Contractor.
- 6.7. The Job Order signed by the Town and delivered to Contractor constitutes the Town's acceptance of Contractor's Job Order Proposal.
- 6.8. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be the value of the approved Price Proposal.
- 6.9. All clauses of this Contract shall apply to each Job Order.
- 6.10. Contractor shall be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 6.11. The Town, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.
- 6.12. The Town may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with The Town. The Town may perform such work by other means.
- 6.13. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. A separate Job Order will

be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work,

- 6.14. Each Job Order provided to Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Town and delivered to Contractor constitutes the Town's acceptance of Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to Contractor.
- 6.15. In the event that immediate emergency response is necessary, Contractor shall be required to follow alternative procedures as established by the Town. Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. Contractor shall be compensated for such work as if the work had been ordered under the standard procedures. Contractor must submit to the Town's Representative, their emergency procedure/ safety plan prior to starting work. Contractor must be responsible for quality assurance and quality control.

## **7. Changes in the Work**

- 7.1. The Town, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.
- 7.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
- 7.3. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

## **8. Contract Modifications**

- 8.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Contract Amendment.

## **9. Payments**

- 9.1. The Town will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Town may make partial, monthly payments based on a percentage of the work completed.
- 9.2. Before submitting an Application for Payment (Final or Partial), Contractor shall reach an agreement with the Project Manager concerning the

percentage complete of the detailed Scope of work and the dollar value for which the Application for Payment may be submitted.

## **10. Job Order Contracting Software**

### **10.1. Job Order Contracting Software**

10.1.1. The Town selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for the JOC program. The Gordian JOC Solution includes Gordian's proprietary JOC System Software and JOC applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by Contractor solely for the purpose of fulfilling its obligations under this Contract, including preparation and submission of Job Order Proposals, subcontractor lists, and other requirements specified by the Town. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Town is strictly prohibited unless otherwise approved in writing by Gordian. Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution. This Gordian JOC Solution is expressly excepted from Section IV of the Construction Contract.

## **11. ENR CCI Adjustment of the Adjustment Factors**

11.1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the Effective Date to account for changes in construction costs, provided, Contractor requests in writing, approximately 14 to 30 days prior to such anniversary, that the Adjustment Factors be updated. The request shall be delivered to the Town and to Gordian. If Contractor fails to deliver the request timely, then the Town shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than 30 days after the written request to update the Adjustment Factors is received by the Town. Thereafter, Contractor's Adjustment Factors will be adjusted according to the following:

11.2.A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities, published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. February bid due date, Base Year Index is February of the prior year to January of the bid due date year).

11.3.A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the 20 cities published in the Engineering News Record (ENR) for the 12 months beginning with the



month of anniversary of the bid due date (*e.g.* February bid due date, Current Year Index is February of the prior year to January of the current year).

- 11.4. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
- 11.5. Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain Contractor's new Adjustment Factors effective for the next 12 months.
- 11.6. Averages shall be obtained by summing the 12-month indices and dividing by 12.
- 11.7. All calculations shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
  - 11.7.1. The fourth decimal place shall be rounded up when the fifth decimal place is 5 or greater.
  - 11.7.2. The fourth decimal place shall remain unchanged when the fifth decimal place is less than 5.
- 11.8. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- 11.9. If Contractor submits a Price Proposal with outdated Adjustment Factors, then Contractor waives its right to resubmit the Price Proposal using updated Adjustment Factors.
- 11.10. Contractor cannot delay submitting a Job Order Proposal to take advantage of a scheduled update of the Adjustment Factors. In that event, Contractor shall use the Adjustment Factors that would have been in effect without the delay.
- 11.11. The Non Pre-priced Adjustment Factor shall remain fixed for the duration of the Contract.

## **12. As-Built Drawings**

- 12.1. If Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then, as the Detailed Scope of Work progresses, Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.