

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Consulting Agreement" or "Agreement") is made and entered into this ____ day of _____, 2016, by and between **HERITAGE STRATEGIES, LLC**, a Pennsylvania limited liability company, whose address is PO Box 277, Birchrunville, Pennsylvania 19421 (hereinafter referred to as "Consultant") and the **TOWN OF ERIE, COLORADO**, a Colorado municipal corporation, whose address is 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (hereinafter referred to as "Town" or "Erie").

WITNESSETH

WHEREAS, the Town desires to engage the Consultant to render the professional services described in this Consulting Agreement and the Consultant is qualified and willing to perform such services in accordance with, and subject to the provisions of this Consulting Agreement; and,

WHEREAS, legal authority exists to engage the Consultant and sufficient funds have been budgeted and are available for the work to be performed by the Consultant under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the Town and the Consultant agree as follows:

1. The Project. The Consultant's services are engaged under this Consulting Agreement for the following project: Prepare an Historic Preservation Plan for the Town of Erie, Colorado ("Project").

2. Consultant's Services. The Consultant shall, during the term of this Agreement, provide the services to the Town as set forth in Exhibit "A", attached hereto and incorporated herein by this reference (the "Services"). The Consultant shall perform the Services competently, efficiently, and in accordance with the highest standards of its profession. The Consultant shall perform the Services meeting all industry safety standards.

3. Additional Services. The Town may request the Consultant to perform additional work or phases of the Project in addition to the Services. The Consultant agrees to perform the additional work or phases of the Project if the Town so requests, either pursuant to an amendment to this Consulting Agreement or a new agreement in which the Town and the Consultant shall define the scope of, and additional payment for, the additional work or phases of the Project.

4. Compensation. In consideration for the performance of the Services, the Town shall pay to the Consultant a fee in the total amount not to exceed \$20,000.00, and payable in accordance with the payment schedule, as set forth in Exhibit "A", attached hereto and incorporated herein by this reference.

5. Reimbursable Expenses. Reimbursable expenses incurred by the Consultant in connection with the Services shall be included in the lump sum compensation as set forth in paragraph 4, above.

6. Commencement and Completion of Services. The Consultant understands and agrees that time is an essential requirement of this Consulting Agreement. The term of this Consulting Agreement shall commence on the date of this agreement and shall end on June 30, 2017. The Services shall be completed as soon as good practice and due diligence will permit.

7. Termination.

A. This Consulting Agreement may be terminated by either party upon Ten (10) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Consulting Agreement through no fault of the terminating party.

B. This Consulting Agreement may be terminated by the Town in its sole discretion upon Ten (10) days prior written notice to the Consultant.

C. In the event of termination as provided for in this paragraph, the Town shall pay the Consultant in full for Services performed to the date of notice of termination plus any Services the Town deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the Town all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Consulting Agreement, whether completed or in progress.

8. Insurance.

8.1 Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph 17 of this Consulting Agreement. In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Consultant or a subcontractor engaged in the performance of work under this Consulting Agreement.

B. General liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance within single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in the performance of this Consulting Agreement. The policy shall contain a severability of interests provision.

D. Professional Liability insurance within minimum single limits of not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate.

8.2 The policies required by subparagraphs B and C, above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Consultant. The Consultant shall be solely responsible for any deductible losses under any policy required above.

8.3 A certificate of insurance shall be completed by the Consultant's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Consulting Agreement. The certificate shall identify this Consulting Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Consultant shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed Certificate of Insurance shall be sent to: Town Clerk, Town of Erie, PO Box 750, Erie, CO 80516

8.4 Notwithstanding any other portion of this Consulting Agreement, failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Consulting Agreement for which the Town may immediately terminate this Consulting Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the Town shall be repaid by the Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any money due to the Consultant from the Town.

8.5 The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Consulting Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

9. Payment of Subcontractors. Consultant shall contract with and pay any and all subcontractors used by Consultant in the performance of the Project. The Town shall in no event have any liability to any subconsultant, and Consultant shall hold the Town harmless with respect to any payments alleged to be due to Consultant's subcontractors.

10. Compliance with Applicable Laws. In connection with the execution of this Consulting Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall comply with the Americans with Disabilities Act (Public Law 101-336), and all applicable regulations and rules promulgated by the Equal Employment Opportunity Commission and the Colorado Civil Rights Commission. At all times during the performance of the Agreement, Consultant shall strictly adhere to all applicable federal, state and Town laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Labor standards. As used in this paragraph, and hereafter, the term "laws" shall include, without limitation, all federal, state and Town codes, charters, ordinances, laws, standards, rules and regulations. The indemnification and termination provisions of this Consulting Agreement shall apply with respect to Consultant's failure to comply with all applicable laws or regulations.

10A. No Discrimination in Employment. In connection with the performance of work under this Agreement, CONSULTANT agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

11. Prohibited Interest.

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Consultant further agrees that in the performance of the Consulting Agreement, no person having any such interest shall be employed.

B. No official or employee of the Town shall have any interest, direct or indirect, in the Consultant, this Consulting Agreement or the proceeds therefrom.

12. Independent Contractor. The Consultant shall perform all Services as an independent contractor, and nothing in this Consulting Agreement is intended to or shall create a relationship of employer-employee, joint venturers, or partners, between the parties. The Consultant shall be solely responsible for all federal and state income taxes attributable to the monies payable to the Consultant for the Services.

13. Reserved.

14. Obligation of Non-Disclosure. The Consultant agrees to keep confidential any and all drawings, reports, documents, memoranda, research, plans, analysis, maps, photographs, designs, information and work product either provided by the Town or generated by the Consultant pursuant to this Consulting Agreement, or provided to the Consultant by other consultants. Consultant shall make use of the information or items set forth hereinabove for any purpose, including public hearings of the Town, as expressly directed by the Town, for the Town's benefit. Consultant shall not use the information or items set forth hereinabove for its own account, or another's account, or in any manner detrimental to the Town. The Town acknowledges the need to share said information and items referred to hereinabove with the Consultant's subconsultants under this Consulting Agreement, and hereby approves such sharing and use.

15. Acknowledgement of Ownership. Consultant acknowledges that all drawings documents, information and materials relating to the Services performed and the Project for which the Services are

performed, as well as those items described in paragraph 14, are or shall become, upon termination of this Consulting Agreement, the exclusive property of the Town.

16. Return of Information. Promptly upon the Town's request, and in any event upon the termination of this Consulting Agreement for any reason, all documents, materials and writings, as well as those items described in paragraph 14, and all copies thereof provided by the Town to the Consultant, directly or indirectly, shall be returned by the Consultant to the Town.

17. Professional Liability. The Consultant shall exercise in its performance of the Services hereunder the standard of care required by Colorado law. The Consultant shall be liable to the Town for any loss, damages, or costs incurred by the Town for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard.

18. Communications. All communications relating to the day-to-day Services for the Project shall be exchanged between the respective Project representatives of the Town and the Consultant who will be designated by the parties promptly upon commencement of the Services.

19. Indemnification. Consultant agrees to indemnify and save harmless the Town against any and all claims, debts, demands, damages or obligations which may be asserted against the Town arising by reason of, or in connection with, any alleged act or omission of Consultant or any person claiming under, by or through Consultant, at Consultant's own expense using those attorneys that the Town deems appropriate. If, however, it becomes necessary for the Town to defend any action arising by reason of, or in connection with, any alleged act or omission of Consultant or any person claiming under, by or through Consultant seeking to impose liability for such claim or demand, Consultant shall pay all court costs, witness fees, expert witness fees, and attorney's fees, incurred by the Town in effecting such defense in addition to any other sums which the Town may be called upon to pay by reason of the entry of any judgment, assessment, bond, writ or levy against the Town in the litigation in which such claims are asserted. Consultant shall be subrogated to any and all amounts paid by it on behalf of the Town to any claims that the Town may have as a result of said payments to any person or third persons which are the reason or cause of said payments.

20. No Assignment. Consultant's duties and obligations pursuant to this Consulting Agreement require a particular expertise and skill, and may not be assigned to any third party or agency without the express written consent of the Town, which consent may be withheld at the sole discretion of the Town.

21. Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to the Town:

Town Clerk
Town of Erie
P.O. Box 750
Erie, Colorado 80516

With a copy (which shall not constitute notice) to:

Mark R. Shapiro
Mark R. Shapiro, P.C.
1650 38th Street, Suite 103
Boulder, Colorado 80301

If to the Consultant:

Heritage Strategies, LLC
PO Box 277
Birchrunville, Pennsylvania 19421
Attn. Peter C. Benton

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

22. Agreement Subject to Annual Appropriation.

A. The parties hereto understand and agree that the amount of \$20,000.00 has been budgeted for compensation for work done pursuant to this Consulting Agreement for the current fiscal year

ending December 31, 2017. This is a full and lawful appropriation as required by appropriate statute for this project. In the event that the Town fails to appropriate sufficient funds to cover any compensation which may become due for the fiscal year beginning January 1, 2018, then, and in that event, this Consulting Agreement shall immediately terminate as of December 31, 2017, without further action of any party. The Town shall provide notice to Consultant prior to December 31, 2017, as to whether an appropriation has been made for further work anticipated following December 31, 2017.

B. The amount of money appropriated by the Town is equal to or in excess of the Consulting Agreement amounts due herein for the current fiscal year.

C. The Town shall be prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Consulting Agreement to exceed the amount appropriated for the original Consulting Agreement, unless Consultant is given written assurance by the Town that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Consulting Agreement.

23. Prohibition Against Employment of Illegal Aliens.

A. By its signature on this Agreement, Consultant certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Consultant will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.

B. Consultant agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

C. Consultant has verified through participation in the E-Verify Program that the Consultant does not employ any illegal aliens.

D. Consultant shall not use the E-Verify Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.

E. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall: (1) notify the subcontractor and the Town within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).

G. If Consultant violates a provision of this Illegal Alien section, the Town may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Town. Consultant understands that, in the event of such a termination, Town is required to notify the office of the Colorado Secretary of State.

24. Attorney's Fees; Interest. In any action brought to enforce the provision(s) of this Consulting Agreement, the prevailing party shall be entitled to an award of all reasonable attorney's fees and costs, including expert witness' fees, expended or incurred, to be recovered as part of the costs therein. Any fees and expenses not paid to Consultant by the Town when due shall earn interest at the rate of six percent (6%) per annum.

25. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, and/or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

26. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.

27. Entire Agreement. This Consulting Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services.

28. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Consulting Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado. If any provision of this Consulting Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Consulting Agreement shall not be affected thereby.

29. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Consulting Agreement.

30. Binding Agreement. This Consulting Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the day and year first-above written.

TOWN:
TOWN OF ERIE,
a Colorado municipal corporation

By: _____
A.J. Krieger, Town Administrator

ATTEST:

By: _____
Nancy J. Parker, Town Clerk

CONSULTANT:
HERITAGE STRATEGIES, LLC, a Pennsylvania limited liability company

By: 
Peter C. Benton, Manager

9/15/16

EXHIBIT "A"

(Services to be provided by Consultant)

(attach scope of services and compensation schedule as provided by Consultant – first 9 pages of submitted document)

HERITAGE *strategies*



September 14, 2016

Ms. Nancy Parker, Town Clerk
Mr. R. Martin Ostholthoff, Community Department Director
Town of Erie
645 Holbrook Street
Erie, CO 80516

**Re: Historic Preservation Plan for the Town of Erie, Colorado
PROFESSIONAL SERVICE AGREEMENT**

Dear Ms. Parker and Mr. Ostholthoff:

Heritage Strategies, LLC is pleased to submit this proposal to prepare a Historic Preservation Plan for the Town of Erie. The Historic Preservation Plan prepared for the Town of Erie will take a broad-based approach to the role of historic preservation in Erie's planning, economic development, growth management, and community enhancement strategies. It will coordinate closely with the Town's 2015 Comprehensive Plan as well as the Town's economic strategy, municipal ordinances and related plans and processes. The plan will recognize the central role of historic character to Erie's identity and quality of life and will address the relationship of historic preservation to all aspects of municipal activity.

Scope of Work

In order to assist Erie with the preparation of a Historic Preservation Plan, Heritage Strategies proposes the following approach and work plan. This work plan is based upon the Request for Proposals issued by the Town, review of the 2015 Comprehensive Plan and other background materials, and Heritage Strategies' experience in preservation planning for historic communities. We look forward to discussing the work plan with Community Development Department staff and members of the Historic Preservation Advisory Board and refining it as desired.

1.0 PROJECT INITIATION

Task 1.1 – Initial Meeting, Advisory Board Meeting #1

An initial meeting will be held with Heritage Strategies, Planning Division staff of Erie's Community Development Department (Planning staff), representatives of the Historic Preservation Advisory Board (Advisory Board), and others to participate in the development of the preservation plan as appropriate. Planning staff will be responsible for coordinating the participation of the Historic Preservation Advisory Board and others.

The purpose of the meeting will be to 1) present an overview of the planning approach and process; 2) conduct an initial discussion of issues, goals, and objectives; and 3) review administrative requirements for the project, including finalizing the work plan, meeting schedule, anticipated deliverables, roles and responsibilities, and lines of communication. Heritage Strategies will review the project goals, planning process, and work plan and will facilitate a discussion of issues and opportunities.

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Planning staff and Advisory Board members may guide the planning team on a tour of the Town to review downtown, neighborhoods, resources, and development issues. Heritage Strategies will consult with staff of History Colorado's Office of Archeology and Historic Preservation (State Historic Preservation Office) staff to review the project and planning approach with respect to any Certified Local Government grant and review requirements.

Task 1.2 – Field Review

During the initial visit, Heritage Strategies will begin a comprehensive field review of the Town to become familiar with the community, downtown, neighborhoods, institutions, resources, landscapes, development trends, and growth management issues. Heritage Strategies will review the location, context, and condition of Old Town's heritage resources and their relationships to the surrounding growth areas, natural resources, and open space.

Heritage Strategies will identify and become familiar with the heritage resources, neighborhood landscapes, and community characteristics that should be considered in the Preservation Plan. Digital photographs will be taken during field review work to document characteristic resources and existing conditions. Additional field survey work will be undertaken throughout the planning process as appropriate.

Task 1.3 – Background Information

Relevant background information will be provided to the project team by the Planning staff to the extent possible. Some materials may be accessible to Heritage Strategies through investigation and research. We ask that as much background information as possible be provided before the initial visit, with more provided at the time of the visit and during the course of the project as appropriate.

These background materials will provide Heritage Strategies with information on the historical development of the Town; past and current planning efforts; past historic preservation activities; the Town's economy, municipal ordinances, community demographics and character; and other pertinent information.

Suggested background information may include, but not be limited to:

- Histories and historical information on the Town;
- Historic resource inventories and nominations;
- Historic maps and aerial photographs;
- Archeological reports;
- Historic photographs and images;
- GIS mapping of the Town, including, if feasible, mapping that indicates general ages of structures, identified neighborhoods and historic districts, and historic resource inventories integrated into existing GIS data (Note: PDF versions of available GIS mapping data may be sufficient);
- Comprehensive Plan and related documents (already available online);
- Zoning and land development ordinances;
- Downtown and neighborhood master plans and revitalization plans;
- Natural resource inventories; trails and open space plans;
- Fiscal year budget(s);
- Visitor information and interpretive materials;
- List of organizations and individuals with preservation interests;
- Other relevant Town initiatives; and
- Any other document determined to be relevant to the planning process.

Task 1.4 – Review of Existing Materials

Heritage Strategies will review existing background materials provided by the Planning staff and collected through research and investigation. Pertinent information will be considered and incorporated throughout the planning process. Some documents, such as the existing municipal ordinances and development plans, will be reviewed to determine if

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updates may be recommended in relation to preservation planning goals. These will be identified in the recommendation phase of the project.

Deliverables: Meeting agenda for Advisory Board Meeting #1
Discussion outlining the planning process, preservation philosophy, and approach

2.0 RESEARCH AND EVALUATION

Task 2.1 – Erie's Historic Character

Utilizing documentation provided by the Planning staff and other materials as available, Heritage Strategies will prepare an overview of Erie's historical development and historic character. The overview will focus on the Town's physical development during different periods of its history, identifying types of historic resources, their historic contexts, their significance, and their general condition today. The overview will focus on identifying the range of historic resources and historic neighborhoods that have developed in Erie over time and how they are important to the Town's character and identity. The overview will provide a basis for assessing existing conditions, identifying issues related to historic resources, and developing recommendations that support the role of historic resources in community life.

Task 2.2 – Overview of Planning and Development

As part of the general historical overview, Heritage Strategies will prepare a discussion of planning and growth management in Erie, including trends in the identification and treatment of historic buildings and neighborhoods over time. The discussion will focus especially on the recent 2015 Comprehensive Plan and its strategies for enhancing Old Town's small town character and the role of Old Town in community identity and as the center of community life. The discussion will outline how historic buildings and neighborhood landscapes relate to the vision, strategies, and actions included in the Comprehensive Plan. Heritage Strategies will seek the insights of Planning staff and the Advisory Board in this work.

Deliverables: An initial presentation of Heritage Strategies' overview of the Town's historical development, resources, growth, and planning will be made in PowerPoint format for discussion in meetings during Task 3.0 below
Recommendations will be included in Task 4.0 below
Written overviews will be prepared as part of the Draft Plan in Task 5.0 below

3.0 VISION, GOALS, ISSUES, AND OBJECTIVES

Task 3.1 – Existing Conditions Analysis

Following its initial field review discussed in Task 1.2 above, Heritage Strategies will assess the Town's existing land uses and the contexts in which historic buildings, landscapes, and other heritage resources are located. Heritage Strategies' existing conditions analysis will focus on understanding Erie's historic landscape and its visual characteristics and significance. The analysis will outline the impacts of development upon those resources and identify issues and processes that both support and impede preservation goals and opportunities. Additional field work will be undertaken during subsequent visits as appropriate.

Heritage Strategies will look at the broad range of planning issues facing Erie as defined through the Comprehensive Plan, including zoning, land development, traffic, design standards, environment and natural resources, open space and recreation, and others, to seek a holistic approach to preservation that helps incorporate historic buildings and landscape features into the evolving fabric of the community in a positive way.

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Task 3.2 – Outline of Issues and Opportunities

Based upon the existing conditions analysis and other work completed to date, Heritage Strategies will prepare a preliminary outline of issues and opportunities with respect to the Town's heritage resources, historic landscapes, and community character. This outline will provide the basis for initial discussions on vision, goals, alternatives, and recommendations.

Task 3.3 – Draft Vision and Goals Statement

Based upon the analysis of existing conditions and the Comprehensive Plan, Heritage Strategies will prepare draft vision and goals statements for the Historic Preservation Plan for review by and discussion with Planning staff and the Advisory Board.

Task 3.4 – Focus Group Sessions

During Heritage Strategies' second visit, the planning team will facilitate up to three (3) focus group sessions to obtain input from special interest groups and organizations within the Town. Specific focus group topics will be determined in discussion with Planning staff and the Advisory Board and may include engagement with public officials, community businesses, neighborhood groups, local preservation interests, potential interpretive sites, owners of historic buildings, and/or area developers.

Three possible topics around which to organize focus group sessions might be (a) Downtown Vitality and Town Economic Development, (b) Neighborhood Revitalization and Enhancement, and (c) Public Engagement – History, Education, and Interpretation.

Focus group sessions are generally 1½ hour discussions that focus on identifying areas of concern, major issues, and goals for the planning process and for historic preservation in the Town. Discussions will use the preliminary outline of issues and opportunities as a point of departure. Input received through the focus group sessions will be considered by the team as the planning process moves forward.

Task 3.5 – Public Workshop #1, The Planning Process and Community Goals and Interests

Heritage Strategies will facilitate a public workshop that will serve as a public introduction to the Historic Preservation Plan project and a public education session. Planning staff and Advisory Board members should participate in the presentation and discussion. Attendance and participation at the public workshop by a diverse group of Town residents will be encouraged and is integral to a successful planning process. The workshop will be scheduled in consultation with the Planning staff and Advisory Board with the goal of having strong attendance. Planning staff will be responsible for organizing the workshop including publicizing the meeting to the community.

Heritage Strategies will give a brief presentation on historic preservation, the planning process, and preservation philosophy. Heritage Strategies will review its existing conditions assessment of Erie, the Town's historic character, and the identification of issues and opportunities for discussion.

As part of the interactive public workshop, Heritage Strategies will engage attendees in an open forum to discuss what they perceive to be the goals and issues associated with historic preservation and community character in Erie. Feedback from attendees will be welcomed and documented for further consideration by the Advisory Board and the project team.

Task 3.6 – Advisory Board Meeting #2

Heritage Strategies will facilitate a second Advisory Board meeting to review and discuss work completed to date, including the review of existing resources, public workshop, historical overview, and focus group sessions. This meeting will occur during the same trip as the focus group sessions and public workshop. A presentation of Heritage Strategies' initial findings will be made to the Advisory Board who will provide feedback and guidance to the project team. The primary purpose of the meeting will be to review a potential vision and goals for historic preservation within the Town.

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It is suggested that Heritage Strategies meet informally with the Town Administrator, interested members of Board of Trustees, Planning Commission members, and/or other Town leaders as appropriate during this visit to discuss the Town's interests, goals, and objectives from their perspective and to coordinate the Preservation Plan with other Town initiatives.

Deliverables: Outline of issues and opportunities
 Draft vision and goals statements
 Focus group meeting agendas for up to three (3) groups
 Public workshop presentation in PowerPoint
 Advisory Board meeting agenda and discussion

4.0 PRESERVATION PLAN STRATEGIES AND RECOMMENDATIONS

Task 4.1 – Preservation Context

Based upon its assessment of existing conditions and the goals, guiding principles, and strategies in the 2015 Comprehensive Plan, Heritage Strategies will outline the context for historic preservation in Erie. The context will outline how Erie's preservation program relates to federal, state, and regional preservation programs and other state and regional initiatives that could be used to the Town's benefit and support.

Task 4.2 – Preservation Approach

Heritage Strategies will outline a preservation approach and strategies for Erie that is tailored to the Town's goals, development issues, and community values as expressed in the Comprehensive Plan and in community discussions undertaken during the planning process. The preservation approach will synthesize the information obtained during the existing conditions analysis and discussions of issues into a holistic approach to historic preservation and its role in community character and quality of life.

The preservation approach will be based upon principles and best practices expressed in the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The importance of the *Standards* as a foundation for community preservation and enhancement will be discussed. Proposed community preservation policies will be stated, and overall preservation strategies will be outlined. The preservation approach will be a basis for the strategies and recommendations developed for the Preservation Plan, noted below. It will help guide and assist the Town in achieving the appropriate balance between embracing new growth and change while preserving the Town's historic character and heritage resources.

Task 4.3 – Preservation Plan Strategies and Recommendations

Based upon the preservation approach noted above, Heritage Strategies will prepare specific preservation-related strategies and recommendations for Erie that will focus on a wide range of planning topics. Options and alternatives for the future of preservation and planning in the Town will be developed in outline form, with specific attention given to:

- Recognition of the Town's historical significance;
- Survey and documentation of building and landscape resources;
- Goals and strategies of the Town's growth management and Comprehensive Plan;
- Preservation of resources and resource management;
- Community revitalization strategies;
- Preservation of neighborhood and community character;
- Design guidelines for historic buildings and neighborhoods;
- Incentives for preservation;
- Issues related to neglect and the demolition of historic buildings;
- Zoning and land development ordinances;

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- Land development review processes and procedures;
- Identification of suggested local historic districts;
- Recommendations for National Register nominations;
- Potential for building rehabilitation and adaptive reuse;
- Interpretation and education;
- Heritage tourism potential;
- Proposed public investment and infrastructure.

Task 4.4 – Advisory Board Meeting #3

Heritage Strategies will meet with the Advisory Board in a work session to review the preservation approach and draft recommendations for the Preservation Plan. The purpose of the meeting will be to review and refine the recommendations in accordance with community values and interests. Input and feedback from the Board members will be integrated, as appropriate, into the Draft Preservation Plan. Implementation and priorities will be reviewed. Upon receiving input and informal consensus on the general, overall recommendations from the Advisory Board, Heritage Strategies will prepare the draft plan under Task 5.0 below. Heritage Strategies will consult with the Colorado Office of Archeology and Historic Preservation staff to review the preservation approach and draft recommendations.

Task 4.5 – Public Workshop #2, Focus Groups, and Meetings with Town Leaders

Heritage Strategies will facilitate a public workshop to discuss the preservation approach and draft recommendations for the Preservation Plan as approved by the Advisory Board to receive public input. A PowerPoint presentation will be developed to present recommendations to workshop attendees. The presentation will be followed by an open, interactive forum for residents to ask questions and provide comments to the planning team, Planning staff, and Advisory Board.

Heritage Strategies recommends reconvening the focus groups from Task 3.0 above to review and discuss recommendations related to their specific topics of interest. Heritage Strategies also recommends meeting informally with the Town Administrator, interested members of the Board of Trustees, and other Town leaders as appropriate during this visit to review recommendations and obtain input. The Planning staff will be responsible for the logistics, organization, and publicizing of the focus group and public meetings.

Deliverables: Draft preservation context and approach
 Outline of Preservation Plan recommendations
 Advisory Board meeting agenda
 PowerPoint presentation for the public workshop
 Record of public comments during facilitated discussion in Public Workshop #2

5.0 DRAFT PRESERVATION PLAN

Task 5.1 – Draft Preservation Plan

Following the review, refinement, and approval of recommendations, a Draft Historic Preservation Plan will be prepared by Heritage Strategies. A digital copy of the Draft Historic Preservation Plan will be provided to the Planning staff, Advisory Board, and Colorado Office of Archeology and Historic Preservation for review and comment. Chapters may be submitted on a rolling basis. Comments and requests for changes and modifications to the plan will be consolidated into a single document by the Planning staff and provided to Heritage Strategies, who will make requested changes to the draft plan.

The Historic Preservation Plan for Erie will present a five-year action plan incorporating historic preservation interests and actions into the broad range of the Town's programs and initiatives. The plan as a whole, however, will have a

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longer horizon and applicability. Pending further discussions with the Planning staff and Advisory Board, it is anticipated that the draft Historic Preservation Plan might include the following components:

1. INTRODUCTION AND EXECUTIVE SUMMARY

Including project background, purpose of the plan, summary of the planning background and context, discussion of the 2015 Comprehensive Plan and key goals and strategies, overview of planning process, and summary of the plan's chapters and recommendations.

2. HISTORIC ERIE – HISTORIC CHARACTER, RESOURCES, AND CONDITIONS

Including an overview of Erie's historical development, historic contexts, historic resources from different periods of development, and issues and conditions related to historic resources. This chapter will review the range of existing resources; the extent to which resources have been recognized, identified and inventoried; and public perceptions of historic preservation and community character. The chapter will describe Erie's historic community character and its significance.

3. PRESERVATION APPROACH

The Preservation Plan's concept, approach, vision statement, and goals for historic preservation in Erie and their relationship to preservation principles and *The Secretary of the Interior's Standards*. This chapter will include a review of federal, state, and local preservation programs and how they are interrelated and interdependent, based upon grassroots initiative. It may include a discussion of state and federal rehabilitation tax credits and incentives.

4. STRENGTHENING ERIE'S PRESERVATION PROGRAM

Context, issues, and recommendations for strengthening Erie's existing historic preservation program reviewing the role of the Historic Preservation Advisory Board in Town government, identification and surveying of historic resources, designation of historic resources, recommendations for National Register nominations, potential for creation and management of local historic districts, monitoring and treatment of historic properties Town-wide, engagement with residents, community education and outreach, advocacy, and networking.

5. DOWNTOWN VITALITY AND ECONOMIC DEVELOPMENT

Coordinating Erie's historic preservation program with the Town's broader economic development strategy in attracting and supporting businesses and other institutions. Particular focus will be placed on the health and vitality of the Town's downtown core in attracting businesses and residents using historic character and the adaptive reuse of historic buildings as an economic development strategy.

6. NEIGHBORHOOD REVITALIZATION

Addressing the health and vitality of historic neighborhoods in Erie, including engagement of residents and support for neighborhood associations in neighborhood programming and enhancement. Outlining recommendations for neighborhood planning and implementation initiatives in concert with local interests and needs. The chapter will review municipal code issues related to historic resources in neighborhoods throughout the Town.

7. MUNICIPAL POLICY, MANAGEMENT, AND CAPITAL IMPROVEMENTS

Incorporation of historic preservation perspectives and processes into other initiatives and programs Town-wide, including planning, economic development, housing, code enforcement, public works, and others as appropriate. This chapter will address incorporation of historic preservation interests into public works, open space, trails, transportation, and public capital improvement initiatives.

8. INTERPRETATION, EDUCATION, AND HERITAGE TOURISM

Use of interpretation and heritage tourism to support economic development, community revitalization and enhancement, and quality of life and as a means of community outreach and education.

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9. APPENDIX

Supporting materials such as the Town's preservation ordinance, inventories of heritage resources, and references.

Task 5.2 – Advisory Board Meeting #4

Heritage Strategies will meet with the Planning staff and the Advisory Board to review the Draft Historic Preservation Plan. Following the meeting, Heritage Strategies will incorporate final comments approved by the Planning staff and Advisory Board into the final Historic Preservation Plan document. A copy of the plan will be submitted to the Colorado Office of Archeology and Historic Preservation for review and approval.

Task 5.3 – Public Meeting #3, Review of the Draft Historic Preservation Plan

Heritage Strategies will facilitate a joint meeting of the Planning staff, Advisory Board, Town leaders, and the general public to present the Draft Historic Preservation Plan. A PowerPoint presentation will be developed to present the plan at the meeting. The presentation will be followed by a discussion with planning participants, officials, and the public. Planning staff will be responsible for the logistics, organization, and publicizing of the meeting. A copy of the draft plan will also be placed on the Town's website for public access and review.

Deliverables: Draft Preservation Plan
 PowerPoint presentation for the public meeting

6.0 FINAL PRESERVATION PLAN

Task 6.1 – Final Preservation Plan

Heritage Strategies will make final revisions requested by Planning staff, the Advisory Board, and the Town and will prepare a digital PDF copy of the final Historic Preservation Plan for distribution and publication. Planning staff will coordinate submission of the final plan for formal approval by the Historic Preservation Advisory Board and Board of Trustees as appropriate.

Deliverables: Final Preservation Plan – electronic copies in PDF and Microsoft Word formats

Preliminary Schedule

Heritage Strategies has prepared the preliminary schedule below for preparation of the Historic Preservation Plan for Erie in accordance with the timeline outlined in the Request for Proposals. The team is flexible with regard to scheduling and will consult with Planning staff and the Advisory Board during Task 1.0 in detailing and refining the schedule in accordance with the Town's planning needs and processes, including grant requirements. It is anticipated that the schedule may be further adapted to the calendar and project interests as appropriate with Planning staff guidance and approval as the preservation planning work proceeds.

| | |
|--|----------------|
| Task 1.0 – Project Initiation | September 2016 |
| Task 2.0 – Research and Evaluation | October 2016 |
| Task 3.0 – Vision, Goals, Issues, and Objectives | November 2016 |
| Task 4.0 – Preservation Plan Strategies and Recommendations | January 2017 |
| Task 5.0 – Draft Preservation Plan | April/May 2017 |
| Task 6.0 – Final Preservation Plan | June 2017 |

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Compensation

Heritage Strategies proposes to undertake the preservation planning services outlined in the above Scope of Work for the lump sum fee of Twenty Thousand Dollars (\$20,000) including the cost of reimbursable expenses. The budget spreadsheet presented below outlines the personnel and hours associated with the tasks presented in the Scope of Work.

| | Peter Benton | A. Elizabeth Watson | Fee per Task |
|--|-----------------|---------------------------|-----------------|
| Task 1.0 - Project Initiation | | | \$2,600 |
| Initial Meetings | 4 | 4 | \$400 |
| Field Review | 16 | 16 | \$1,600 |
| Background Information and Review | 4 | 8 | \$600 |
| Task 2.0 - Research and Evaluation | | | \$1,300 |
| Erie's Historic Character Overview of Planning and Development | 2 | 16 | \$900 |
| | 0 | 8 | \$400 |
| Task 3.0 - Vision, Goals, Issues, and Objectives | | | \$4,200 |
| Existing Conditions Analysis | 2 | 16 | \$900 |
| Outline of Issues and Opportunities | 2 | 16 | \$900 |
| Draft Vision and Goals Statement | 0 | 8 | \$400 |
| Focus Group Sessions | 12 | 12 | \$1,200 |
| Public Workshop #1 | 4 | 4 | \$400 |
| Advisory Board Meeting #2 | 4 | 4 | \$400 |
| Task 4.0 - Strategies and Recommendations | | | \$4,000 |
| Preservation Context | 0 | 12 | \$600 |
| Preservation Approach | 2 | 16 | \$900 |
| Strategies and Recommendations | 6 | 24 | \$1,500 |
| Advisory Board Meeting #3 | 0 | 16 | \$800 |
| Public Workshop #2 | 0 | 4 | \$200 |
| Task 5.0 - Draft Preservation Plan | | | \$6,900 |
| Draft Preservation Plan | 12 | 110 | \$6,100 |
| Advisory Board Meeting #4 | 0 | 12 | \$600 |
| Public Meeting #3 | 0 | 4 | \$200 |
| Task 6.0 - Final Preservation Plan | | | \$1,000 |
| Final Preservation Plan | 0 | 20 | \$1,000 |
| Subtotal of hours per person | 70 | 330 | |
| Rate per hour | \$50.00 | \$50.00 | |
| TOTAL FEE | | | \$20,000 |