GRANT AGREEMENT

THIS AGREEMENT is made and entered into this ____day of _________, 2025 by and between Larimer County ("County") as GRANTOR and the Town of Estes Park, 170 MacGregor Ave. Estes Park, CO 80517, as GRANTEE

WHEREAS, Larimer County seeks to make grants to small businesses, non-profit organizations, and other eligible organizations directly impacted by, or to provide services to, individuals directly impacted by the effects of the COVID-19 Pandemic; and

WHEREAS, the last housing needs assessment conducted for the Estes Valley indicated the need for a significant increase in housing units to address housing shortages for the local workforce; and

WHEREAS, the Board of County Commissioners recognizes the need to create more workforce housing in order to support a stable, year-round economy in the Estes Valley; and

WHEREAS, The Town of Estes Park plans to construct a housing development in the Town of Estes Park that will provide dedicated workforce housing units and is an initial start to addressing the shortage of housing available for the Estes Valley local workforce; and

WHEREAS, the Town of Estes Park submitted a proposal to the County which provides a public benefit and is intended to alleviate the impacts of the COVID-19 pandemic; and

WHEREAS, the Fish Hatchery Workforce Housing Development, as currently envisioned, will create approximately 190 new workforce housing units on property owned by the Town of Estes Park and located within in the Estes Valley; and

WHEREAS, the workforce apartments in the development will also have a rental cap set at 120% Area Median Income (AMI) but most are expected to be between 80-100% AMI, with the potential for the development of ownership housing units with targeted AMI ranges of 80-150% AMI; and

WHEREAS, the project has been divided into phases in order to facilitate a smooth timeline for development of the Fish Hatchery Site and Phase One is set to begin at the beginning of 2024; and

WHEREAS, the award is for assistance in construction and other related project costs for the Fish Hatchery Workforce Housing Development; and

WHEREAS, the awarded funds are not subject to the American Rescue Plan Act or regulations thereunder, or any other federal grant program, but are awarded by the County in its sole authority and discretion and are subject only to generally applicable laws and regulations as well as the terms of this Grant Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows,

THE PARTIES AGREE:

1. **The Award.** The County will award and release to the Town of Estes Park, hereafter referred to as GRANTEE, a sum of up to $2,000,000.00 (the "Grant") pursuant to the payment terms in Section 4. This Grant Agreement supersedes and replaces the Grant Agreement between the Town and the County dated March 19, 2024, which is hereby terminated.

2. **Use of Funds.** Grant funds in the amount of up to $2,000,000.00 will be used by GRANTEE for the sole purpose of Phase One of the project which will include robust community outreach, predevelopment work for the Fish Hatchery Site such as site evaluation, site and building plans,

permitting and other related work, as described in the proposal and Approved Budget submitted by GRANTEE, attached hereto as Exhibit A and Exhibit B (together the “Approved Expenses”), respectively, and by this reference incorporated herein. Grantee agrees to make good faith efforts to complete the project according to the timeline in Exhibit C.

3. **Term.** Program and expenditures must be performed from January 1, 2024 through December 31, 2027.

4. **Payment of Funds.**

   a. Funds will be paid to the Grantee on the following schedule, unless documented program demand requires earlier funds distribution after the initial payment:
      i. 50% of total funds paid after January 30th, 2024 and by February 6th, 2024: $1,000,000.00
      ii. 50% of total funds paid July 9th, 2024, and by July 16th, 2024: $1,000,000.00

   b. The payment of the funds to be awarded as outlined in Section 1, has been disbursed in two separate payments on the above outlined schedule to GRANTEE for Approved Expenses actually incurred and paid by GRANTEE in accordance with this Agreement in a total cumulative amount not to exceed $2,000,000.00 (the “Total Agreement Funds”).

   c. County shall have the right to refuse approval of expenses as detailed in a submitted quarterly report and recoup funds already transmitted to GRANTEE for work that is not specifically set forth in the Approved Expenses. Program funds shall not be expended prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

   d. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Expenses and may not exceed the maximum set in each line item of the Approved Budget without first seeking prior approval of County and will demonstrate that the adjusted line item will not increase the total of the Approved Budget or must provide evidence of secured funding for the overage amount from the total of the Approved Budget.

   e. **Invoices or Documentation for Spending Funds**. On or before the twentieth (20th) day of the fourth month of each fiscal quarter and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, GRANTEE shall submit to the County a quarterly expenditure report, and all invoices or other applicable documentation, as outlined below, for the most recent quarter ended, to the County, setting forth actual expenditures of GRANTEE in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, the County may determine an expense(s) as disallowed by notifying GRANTEE of the disallowed expense(s) and reason(s) therefore. Such notice of disallowed expense(s) will be provided in accordance with Section 27, Notice. If expenses are approved, no notice will be given.
      i. **Invoices for Payroll** – if the GRANTEE is submitting a reimbursement request for payroll cost for employees of the GRANTEE, the documentation shall include timesheets and pay statements with personally identifiable information of the employee redacted that will include, at minimum, dates and hours worked and total compensation paid, including benefits if such costs are requested for reimbursement by the GRANTEE. For paid time off, sick leave allowances, and other costs documentation shall include at least the number of hours and the hourly rate value of the time granted.
      ii. **Invoices for Materials, Equipment, or Services** – If the GRANTEE is utilizing funds for the purchase of materials or services, the documentation shall include vendor invoices

and proof of payment such as a cleared check, bank statement, or electronic funds transfer receipt.

iii. If the funds are authorized in the proposal and Approved Budget (Exhibits A and B) to reimburse GRANTEE for the purchase of a building or property, appropriate documentation includes a purchase agreement, deed, or other document reflecting the real estate purchase.

iv. If the GRANTEE is expending funds for administrative overhead and/or indirect costs to implement this project, that item shall be itemized in a quarterly budget report and aggregate expenditure for this item shall be no more than 10% of the total award.

f. The GRANTEE must spend all awarded funds by the end of the term of this Agreement. The GRANTEE has provided the County a set of timing milestones it intends to meet, to demonstrate it is on track to properly spend all the funds by the deadline.

5. **GRANTEE Representations.**

a. GRANTEE warrants that it has familiarized itself with the nature and extent of this Agreement and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect GRANTEE's performance under this Agreement.

b. GRANTEE is obligated to satisfy the obligations set forth in its proposal, attached as Exhibit A.

c. GRANTEE represents and warrants to County that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and/or municipal laws. The County will not determine or exercise control as to general procedures or formats necessary for GRANTEE to meet this warranty.

d. GRANTEE represents and warrants to County that the funds are necessary to accomplish the financial requirements of the project.

e. GRANTEE shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements. GRANTEE shall adopt such additional financial management procedures as may from time to time be prescribed by County if required by applicable laws, regulations, or guidelines from its funding sources. GRANTEE shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

f. Any item of expenditure by GRANTEE under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of County, or the County's external Auditor, to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of GRANTEE, shall become GRANTEE's liability, to be paid by GRANTEE from funds other than those provided by County under this Agreement or any other agreements between County and GRANTEE. This provision shall survive the expiration or termination of this Agreement.

g. Final payment request(s) under this Agreement must be received by County no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by County after this date without authorization from County. In consideration of the execution of this Agreement by County, GRANTEE agrees that acceptance of final payment from County will constitute an agreement by GRANTEE to release and forever discharge County, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which GRANTEE has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. GRANTEE's obligations to County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of County. Such requirements shall include, without limitation, submitting final reports to County and providing any closeout-related information requested by County by the deadlines specified by County. This provision shall survive the expiration or termination of this Agreement.

6. **Cooperation in Monitoring and Evaluation.**
    a. **County Responsibilities**. County shall monitor, evaluate, and provide guidance and direction to GRANTEE regarding the conduct of Approved Services performed under this Agreement. GRANTEE has the responsibility to determine whether GRANTEE has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements. County shall monitor the activities of GRANTEE and provide assistance to GRANTEE to meet such requirements. County may require GRANTEE to take corrective action if deficiencies are found.
    b. **GRANTEE Responsibilities.**
        i. GRANTEE shall permit County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, or funding sources guidelines, and GRANTEE agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
        ii. GRANTEE shall maintain records and submit to the County related to the following:
            1. Itemized invoices paid to contractors or for goods or services that are paid for with County funds or which otherwise are necessary to confirm compliance with federal, state, or local requirements.
    c. GRANTEE shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of County and GRANTEE agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.
    d. Grantee shall be responsible for ensuring compliance with law.

7. **Reports/Accountability/Public Information.** GRANTEE must allow the County, its auditors, and other persons authorized by the County to inspect and copy its books and records for the purpose of verifying that monies provided to GRANTEE pursuant to this Agreement were used in compliance with this Agreement and all applicable provisions of federal, state, and local laws. GRANTEE will retain such records for seven (7) years after receipt of final payment under this Agreement unless permission to destroy them is granted by the County. GRANTEE shall not issue any statements, releases or information for public dissemination without prior approval of the County.
    a. GRANTEE shall provide County with a copy of GRANTEE's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of

expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of GRANTEE's most recently ended fiscal year.

8. **Permits and Compliance with Laws.** GRANTEE will obtain, in a timely manner, all required permits, licenses and approvals, and will meet all requirements of all local, state and federal laws, rules and regulations which must be obtained or met in connection with construction of the Project. It is the responsibility of the GRANTEE to be familiar with all applicable laws, restrictions, and obligations pursuant to this agreement.

9. **Independent Contractor Status.** The parties agree that GRANTEE, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the County for any purpose. GRANTEE and its agents, employees, contractors, or subcontractors, are not subject to the terms and provisions of the County's personnel policies and may not be considered a County employee for workers' compensation or any other purpose. GRANTEE, its agents, employees, contractors, or subcontractors, are not authorized to represent the County or otherwise bind the County in any way.

10. **Default and Termination.** If GRANTEE fails to comply with any condition of this Agreement at the time or in the manner provided for, the County may terminate this. Agreement if the default is not cured within fifteen (15) working days after written notice is provided to GRANTEE. The notice will set forth the items to be cured. If this Agreement is terminated pursuant to this Section, GRANTEE will repay to the County any Grant funds already delivered to GRANTEE for the project. The County may terminate this agreement at any time for convenience upon 30 days written notice and may refuse reimbursement for work or services performed outside the scope and terms of the American Rescue Plan or the terms of this Agreement.

11. **Limitation on GRANTEE's Damages; Time for Asserting Claim.**

    a. In the event of a claim for damages by GRANTEE under this Agreement, GRANTEE's damages shall be limited to contract damages and GRANTEE hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.
    b. In the event GRANTEE wants to assert a claim for damages of any kind or nature, GRANTEE must first provide County with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ninety (90) days of the facts and circumstances giving rise to the claim. In the event GRANTEE fails to provide such notice, GRANTEE shall waive all rights to assert such claim.

12. **Representatives.**

    a. **County's Representative.** The County's Representative for the purpose of this Agreement shall be the Budget Director, or such other individual as County designates in writing. Whenever approval or authorization from or communication or submission to County is required by this Agreement, such communication or submission shall be directed to the County's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when County's Representative is not available, GRANTEE may direct its communication or submission to other designated County personnel or agents and may receive approvals or authorization from such persons.

b. **GRANTEE's Representative.** GRANTEE's Representative for the purpose of this Agreement shall be Carlie Speedlin Bangs (The Town of Estes Park Housing & Childcare Manager) or such other individual as GRANTEE shall designate in writing. Whenever direction to or communication with GRANTEE is required by this Agreement, such direction or communication shall be provided to GRANTEE's Representative; provided, however, that in exigent circumstances when GRANTEE's Representative is not available, County may provide its direction or communication to other designated GRANTEE personnel or agents.

a) **Indemnity/Waiver of Claims/Insurance.** In the event of an action filed against County resulting from the County's performance under this Agreement, the County may elect to represent itself and incur all costs and expenses of suit.

b) GRANTEE also waives any and all claims and recourse against the County or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement.

c) These obligations shall survive termination of this Agreement.

d) In addition to and independent from the above, GRANTEE shall at GRANTEE's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Colorado which insures the liabilities and obligations specifically assumed by GRANTEE in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by GRANTEE in this Section unless and to the extent coverage for such liability is not reasonably available.

e) The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the County without limit and without regard to the cause therefore and which is acceptable to the County and GRANTEE shall furnish to the County an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

- Workers' Compensation – statutory
- Employers' Liability $1,000,000 each accident
- $500,000 Disease-Policy Limit
- $100,000 Disease-Each Employee
- Commercial General Liability - $1,000,000 per occurrence; $2,000,000 annual aggregate

f) Larimer County, its officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on the Commercial General Liability policy. The insurance and required endorsements must be in a form suitable to County and shall include no less than a thirty (30) day notice of cancellation or non-renewal. The County must approve all insurance coverage and endorsements prior to delivery of Grant funds to GRANTEE. GRANTEE shall notify County within two (2) business days of GRANTEE's receipt of notice that any required insurance coverage will be terminated or GRANTEE's decision to terminate any required insurance coverage for any reason.

13. **Nondiscrimination and Equal Pay.** GRANTEE agrees that all hiring by GRANTEE of persons performing this Grant Agreement shall be on the basis of merit and qualifications. GRANTEE will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. GRANTEE will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction.

    GRANTEE represents it is, and for the term of this Agreement will be, in compliance with the requirements of the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Colorado Equal Pay Act). GRANTEE must report to the County any violations of the Colorado Equal Pay Act that Grantee has been found guilty of within 60 days of such finding for violations occurring during the term of this Agreement.

    GRANTEE shall require these nondiscrimination terms of its subcontractors providing services under this Grant Agreement.

14. **Public Meetings and Access to Public Records.**

    a. Meetings and documents of GRANTEE that pertain to the receipt or expenditure of Grant funds from the County, shall comply with the open meeting requirements of Colorado law and the Colorado Open Records Act.

15. **Integration and Modification.** This document, including all documents incorporated by reference, contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party not contained in this written Agreement may be considered valid or binding. This Agreement may not be modified except by written agreement signed by both parties.

16. **No Assignment.** GRANTEE may not subcontract or assign GRANTEE's rights, including the right to Grant payments, or any other rights or duties arising hereunder, without the prior written consent of County.

17. **No Third-Party Beneficiary.** The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and assignees. It is not the parties' intent to confer third party beneficiary rights upon any other person or entity.

18. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to conflict of law provisions.

19. **Non-Waiver**. A waiver by either party of any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

20. **Severability**. If any portion of this Agreement is held to be void or unenforceable, the balance of the Agreement shall continue in effect.

21. **Counterparts**. This Agreement may be executed in counterparts, which together constitute one instrument.

22. **Fund Availability**: Financial obligations of the County and of the GRANTEE payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the U.S. Treasury. If funds are not appropriated, budgeted, or made available, this Contract shall immediately terminate without further obligation on the part of the County or the GRANTEE. GRANTEE acknowledges that all funding obligations herein are contingent on County's receipt of sufficient federal funding.

23. **Governmental Immunity**: No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

24. **Prohibition of Pledging Credit and No Aid to Corporations**: Pursuant to Colorado Constitution Article XI, Sections 1 and 2 and Article X, section 20, the County and the GRANTEE shall not indemnify or hold harmless the other or any party related or operating under this Contract. No provision in the Contract shall limit or set the amount of damages available to the County to any amount other than the actual direct and indirect damages to the County, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Contract.

25. **Notice**: All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, by email, or by mail to designated contact set forth below. Such addresses may be changed by notice to the other party given the same manner.

    i. If to County: Joshua Fudge, Performance, Budget and Strategy Director
    Larimer County
    200 W. Oak Street
    Fort Collins, CO 80521
    fudgejm@co.larimer.co.us

    ii. If to GRANTEE: Carlie Speedlin Bangs, Housing & Childcare Manager
    Town of Estes Park
    170 MacGregor Ave
    Estes Park, CO 80517
    cbangs@estes.org

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

LARIMER COUNTY
GRANTOR

____
Clerk to the Board

________________________ Date: __________
Larimer County Chair

APPROVED AS TO FORM:

Frank N Haug
________________________ Date: February 24, 2025
Assistant County Attorney
Larimer County

TOWN OF ESTES PARK
GRANTEE

________________________ Date: __________
Mayor

ATTEST:

____

Town Clerk

APPROVED AS TO FORM:

____
Town Attorney

Exhibit A
Project Proposal

Town of Estes Park Proposal- ARPA Funding:
Phase One of the Fish Hatchery Workforce Housing Project

Project Summary

Utilize Town-owned property (approximately 22 acres) to construct a workforce housing development of up to 190 rental units in partnership with the Estes Park Housing Authority (EPHA).

Current Status

After pursuing a development partnership following a 2021 RFP process, the Town of Estes Park, in cooperation with the Estes Park Housing Authority, chose to not move forward with the selected partner to develop the Fish Hatchery site, given changing conditions in both the financial markets, dramatic increases in constructions costs and interest rates, and market demand. The Town of Estes Park now anticipates entering into an agreement with EPHA to facilitate the development of a workforce housing project. Both the Town of Estes Park and the Estes Park Housing Authority seek to leverage work efforts from 2021-2023 to jumpstart the new direction. EPHA anticipates pursuing Low-Income Housing Tax Credits (LIHTC) to develop a portion of the site in coordination with our development partners.

Ultimately, we plan to construct up to 190 rental units, most of which would be restricted to the local workforce and have rents between 30-150% of the area median income. While it is difficult to determine at this time because of changing economic circumstances, we expect the total project cost would be approximately $65-70 million dollars.

Phase One of this project includes robust community outreach, required predevelopment work, and substantial reports including:

- Traffic Study
- Environmental
- Market Needs Assessment
- Wildlife Assessment
- Geotechnical Subsoils
- Cultural Resource Inventory (if needed)

What local/regional problem or opportunity would ARPA funds help address?

ARPA funds would help address the Estes Valley's workforce and attainable housing crisis. The 2023 Housing Needs Assessment and Strategic Plan have outlined the following:

- The Estes Valley needs 1,220 additional or preserved dwellings to meet the existing demand and an additional 1,500 dwellings by 2030 with demand being driven by anticipated retiring workforce and job growth.
- The Housing Strategic Plan identifies a 5-year target of developing between 300 and 400 dwellings.

Town of Estes Park Contributions

In addition to utilizing the Town-owned property valued at approximately $2.5 million (2021), the Town is willing to leverage the use of 6E Lodging Tax revenues to help finance the project. Additionally, we anticipate waiving eligible development review fees and allowing tap fees to be amortized over a 10-year period (estimated around $4 million).

Preliminary estimates for funding Phase One equal $2,025,000.

ARPA Funding Request

$2 million to fund Phase One of the workforce housing project to include robust community outreach, predevelopment work, and substantial predevelopment reporting.

Any additional funding, including the $25,000 budgeted and anything beyond that in Phase One, will most likely be funded through 6E Tax dollars and/or grants. 6E funds are voted upon annually by both the Town of Estes Park Board of Trustees and the Larimer County Board of County Commissioners. In 2024, the Funding Plan outlines the approval to use 6E revenue for the predevelopment of Town and EPHA-owned property.

Timeframe

EPHA anticipates pursuing Low-Income Housing Tax Credits (LIHTC) to develop a portion of the site in coordination with development partners. This funding process will dictate the timing and ability to begin construction of this project as soon as feasible.

Phase One is expected to take two years and we hope to begin construction in 2025.

Exhibit B
Project Budget

Conceptual Project Cost Estimate

Phase One: two year conceptual and predevelopment project phasing

	Cost Estimate	
Project Management	**$200,000.00**	
Townhome + Site Design (Plans + Elevations)	**$500,000.00**	
Civil		
Survey + Platting		
Boundary Survey	**$18,000.00**	*complete*
Preliminary Plat	$15,000.00	
Final Plat	$75,000.00	
Access Legal Description and Exhibit	-	
Subtotal	**$108,000.00**	
Civil Engineering - Development Plan		
Grading + Utility Plans	$200,000.00	
Preliminary Drainage Plan + Report	$10,000.00	
Erosion Control Plan	$5,000.00	
Meetings/Hearings	$25,000.00	
Subtotal	**$240,000.00**	
Civil Engineering - Construction Drawings		
Site Plans		
Final Drainage Report		
Street + Utility Plan + Profile		
Subtotal	**$400,000.00**	
Civil Engineering - Construction Administration		
Construction phase support		
Final Townhome Map/Set Pins		
Subtotal	**$40,000.00**	
Landscape Plan	**$50,000.00**	
Additional Reports		
Traffic Study	$10,000.00	
Soils/Geotechnical Subsoils Report	**$18,500.00**	*complete*
Market Needs Assessment	$28,000.00	
Level One Environmental Site Assessment	**$6,500.00**	*complete*
Wildlife Study	$5,000.00	
Cultural Resource Inventory		
Public Outreach	$35,000.00	
Subtotal	**$103,000.00**	
Legal	**$200,000.00**	
Total	**$1,841,000.00**	

10% Contingency	**$184,100.00**
Phase One Total	**$2,025,100.00**

Exhibit C
Project Timeline

Milestone Date	Days to Complete
2/19/2025	**1**
3/24/2025	**1**
3/26/2025	**1**
5/25/2025	**60**
7/9/2025	**45**
7/29/2025	**20**
8/28/2025	**30**
11/11/2025	**75**
12/11/2025	**30**
2/9/2026	**60**
3/11/2026	**30**
4/25/2026	**45**
6/9/2026	**45**
8/8/2026	**60**
9/7/2026	**30**
10/22/2026	**45**
11/21/2026	**30**
12/21/2026	**30**
1/20/2027	**30**
2/19/2027	**30**
4/15/2027	**55**

County Milestone Schedule
Description
Scheduled Evacuation Meeting w/ community
Scheduled National Park Meeting
Scheduled Neigborhood Meeting
Revisions based on Neighborhood and NPS Feedback
Civil and Submittal Docs Assembled
Submit 1st Application to Town
1st Review – Staff returns 1st round review comments
2nd Submittal – Applicant submits revised applications
2nd Review – Staff returns 2nd round review comments
3rd Submittal – Applicant submits revised applications
3nd Review – Staff returns 2nd round review comments
Planning Commission – PC makes recommendation on preliminary plat to TB and takes action on Development Pl
Town Board – TB takes action on preliminary plat
1st Submittal – Applicant submits final plat application
1st Review – Staff returns 1st round review comments
2nd Submittal – Applicant submits revised applications
2nd Review – Staff returns 2nd round review comments
Town Board – TB takes action on final plat
Final Drawings – applicant submits final, signature-ready documents
Recording – Town records applicable documents
Construction Start Date (Weather Dependent given the Elevation)

an (i.e. conditional approval subject to Final Plat approval)