

Twin Lakes Stakeholder Group
May 25, 2016 – 3 pm to 6 pm
Agenda

Location: Boulder Rural Fire Protection - 6230 Lookout Road

3:00 pm **Welcome and Introductions**

3:05 pm **Meeting the Identified Interests at Twin Lakes**

The Stakeholder Group will discuss ways that land use and potential development on the Twin Lakes properties can be configured to meet the identified interests (listed below). The group will discuss land use configuration options for the current land use designation, as well as each of the two proposed land use designations. The discussion will begin with the current land use designation.

The discussion will focus around an aerial map of the properties with members of the group sharing their suggestions, proposals, concerns, “what if” ideas, and “yes, if” considerations. Multiple configuration options may emerge for each potential land use designation. No commitments or agreements will be made at this meeting. The configuration discussions are expected to begin but not be completed at this meeting.

4:30 pm **Break**

4:40 pm **Resume Discussion of Ways to Meet Identified Interests**

5:45 pm **Next Steps**

- Does this group want to meet again?
- If so, what’s the agenda for the next meeting?

6:00 pm **Adjourn**

STAKEHOLDER INTERESTS AT TWIN LAKES

- Meet housing needs.
- Provide affordable housing needs for workers of BVSD and other entities.
- Utilize land that is near existing infrastructure and jobs.
- Plan both sites of Twin Lakes together.
- Create program synergies between BVSD and BCHA.
- Create broad community support.
- Protect the environment and wildlife.
- Develop neighborhood amenities.
- Develop property to meet community interests and needs.
- Retain teachers and other employees throughout the County.
- Develop a vision and plan for Gunbarrel.
- Avoid setting regrettable legal precedents.
- Be able to offer permanent affordable housing as a recruitment tool for new teachers.
- Protect the rural-residential feel of the neighborhoods and surrounding lands.
- Collaborate on the creation of information and entire discussion.
- Base decisions in facts and science.
- Allow for a transparent process and open discussions.
- Allow all parties to remain up-to-date and informed on the progress of the process.

- Protect homes that already exist.
- Ensure ability to maintain infrastructure.
- Preserve agricultural lands.
- Move the process along at an appropriate pace.
- Learn from and improve on past projects.



Boulder County Land Use Department

Review of Neighborhood Development Pattern

Twin Lakes Stakeholders Facilitation: May 25, 2016

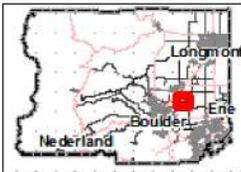
Vicinity Map



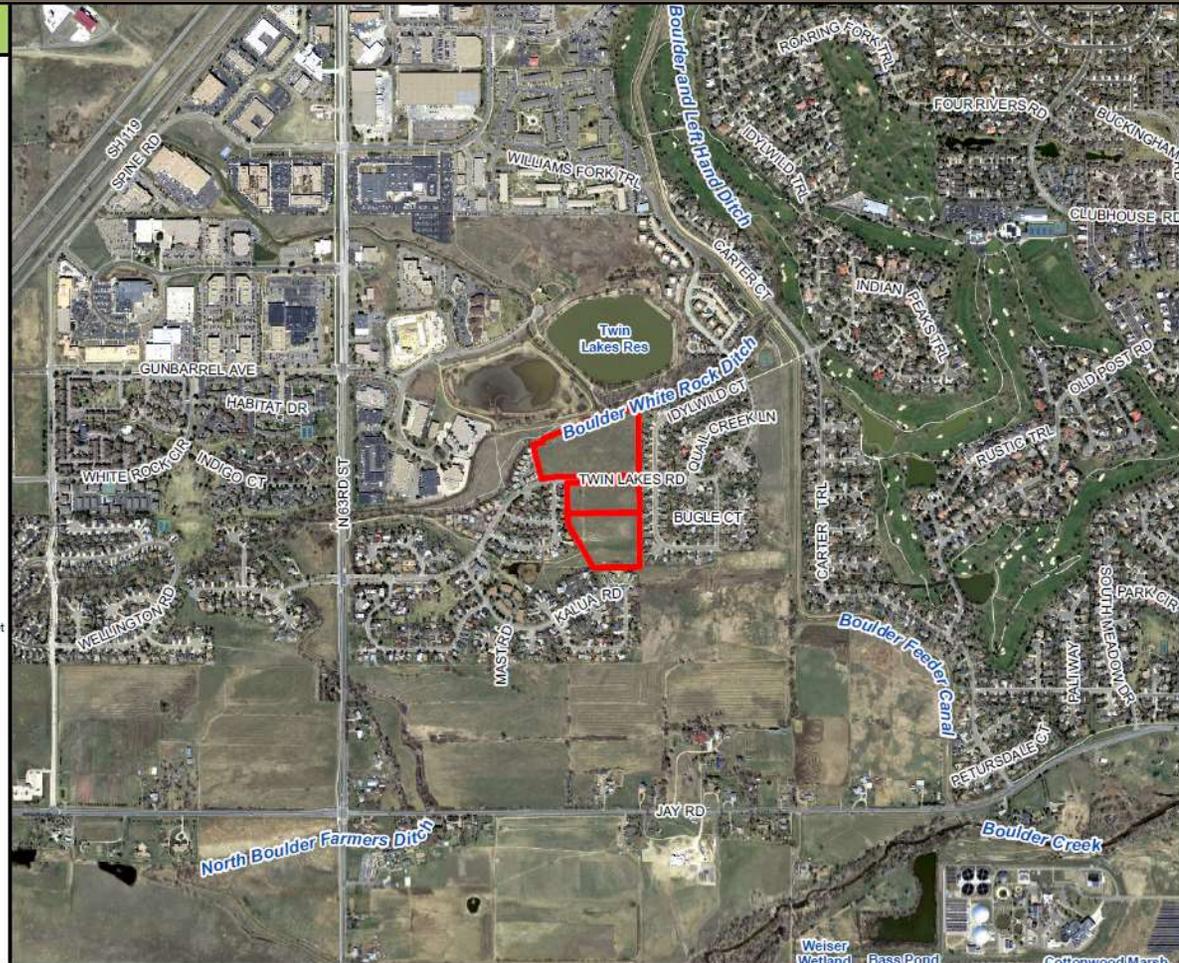
Legend

 Subject Properties

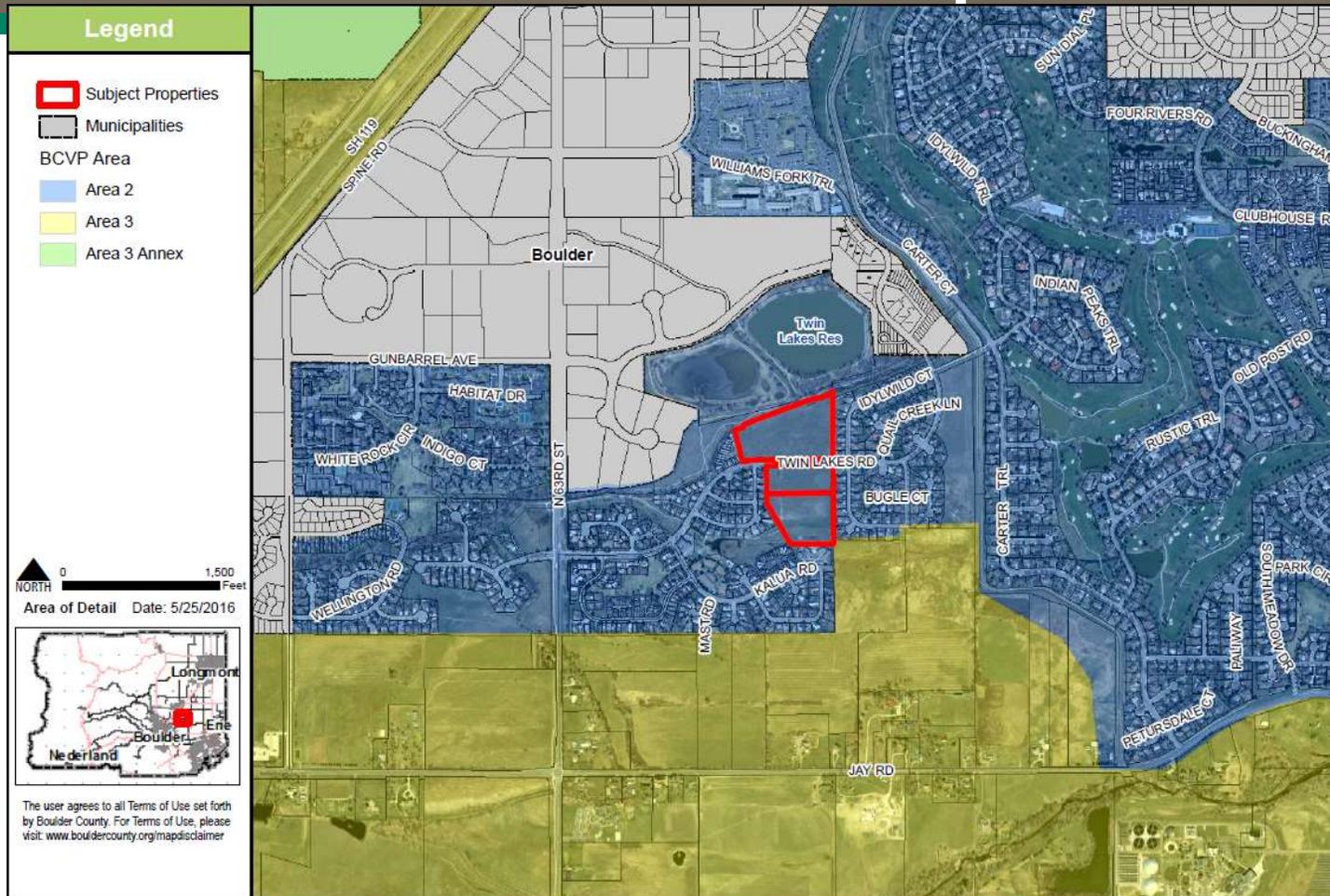
 0 1,500 Feet
Area of Detail Date: 5/25/2016



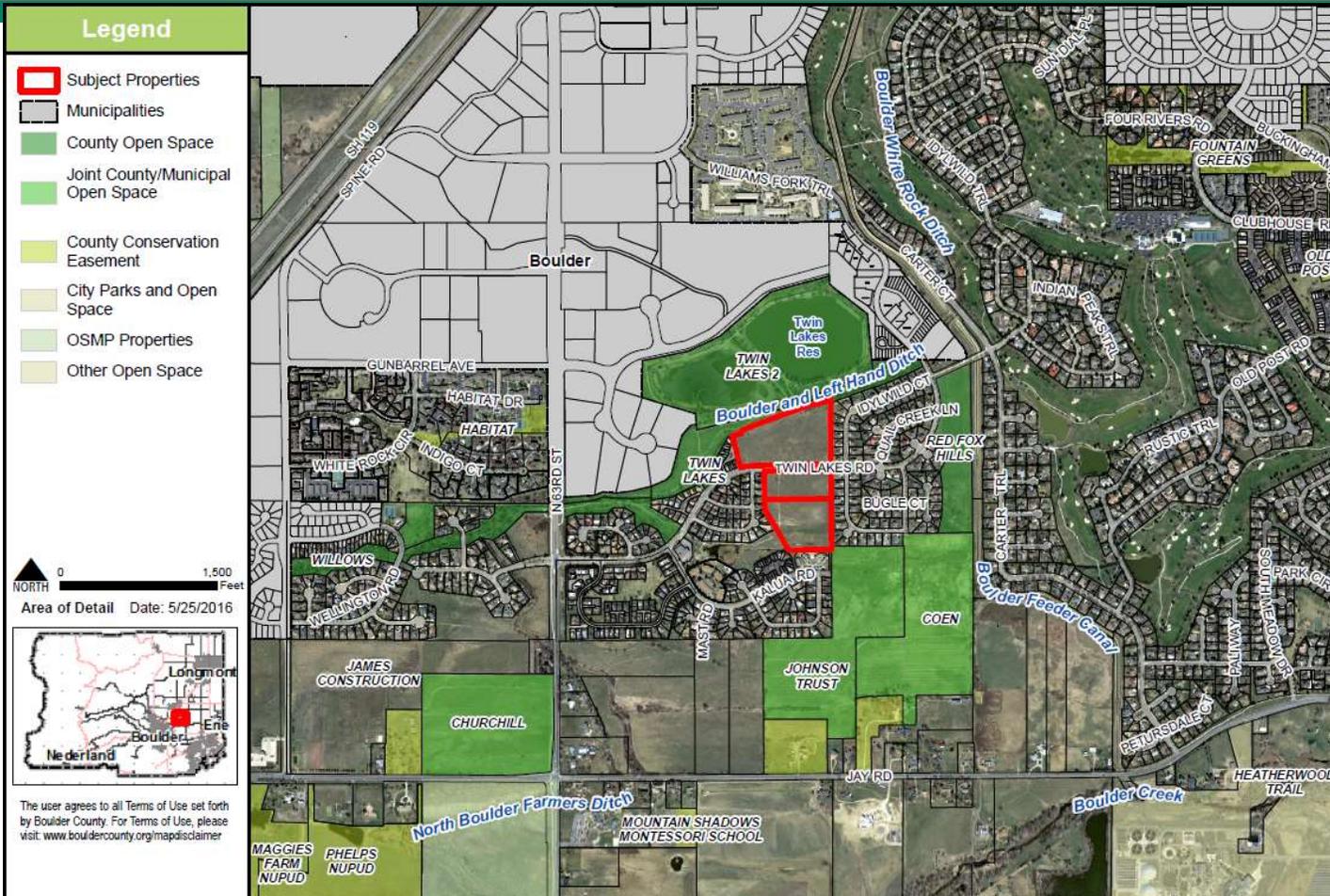
The user agrees to all Terms of Use set forth by Boulder County. For Terms of Use, please visit: www.bouldercounty.org/mapdisclaimer



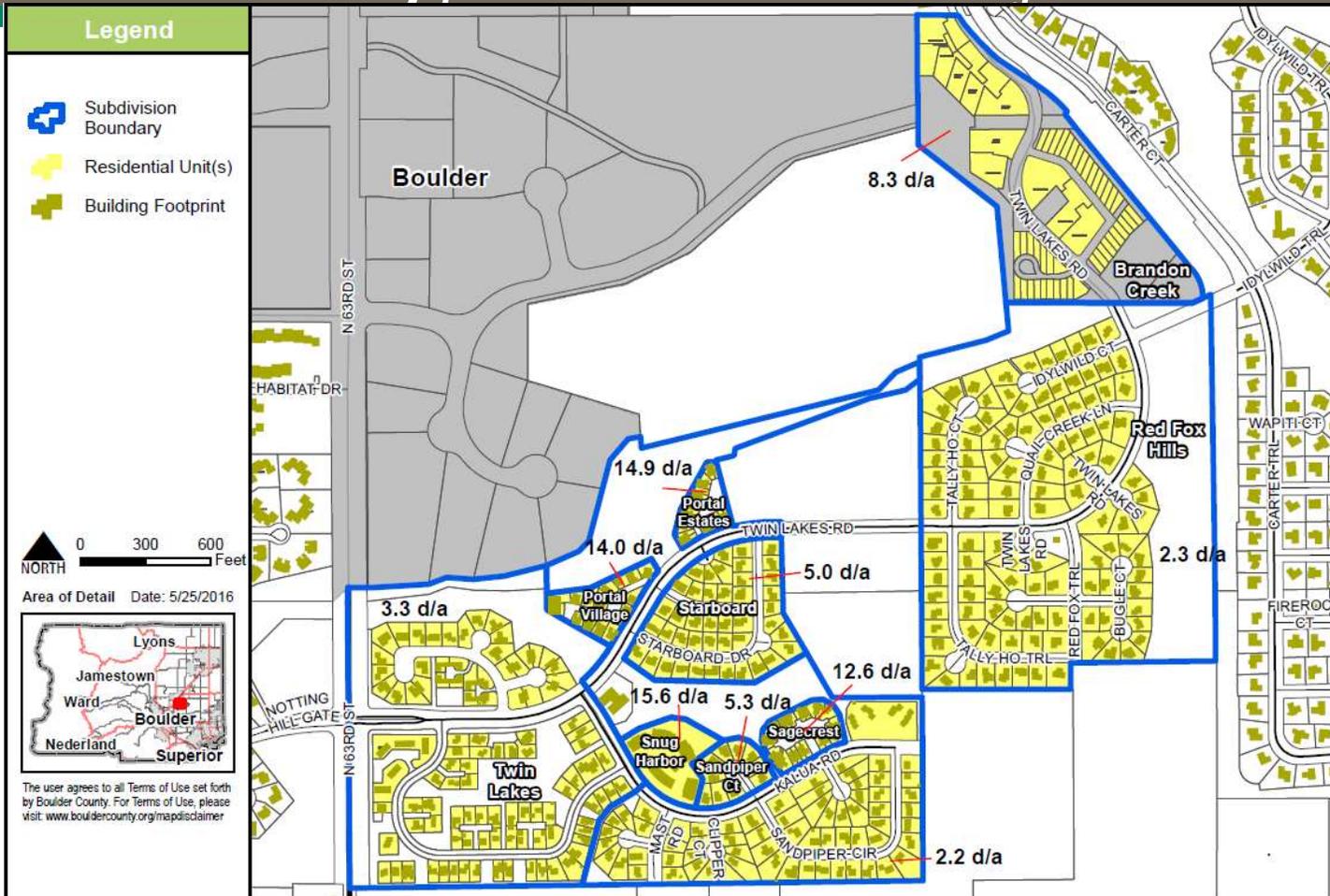
Area 2 and Area 3 Map



Public Lands and Conservation Easements



Neighborhood Density

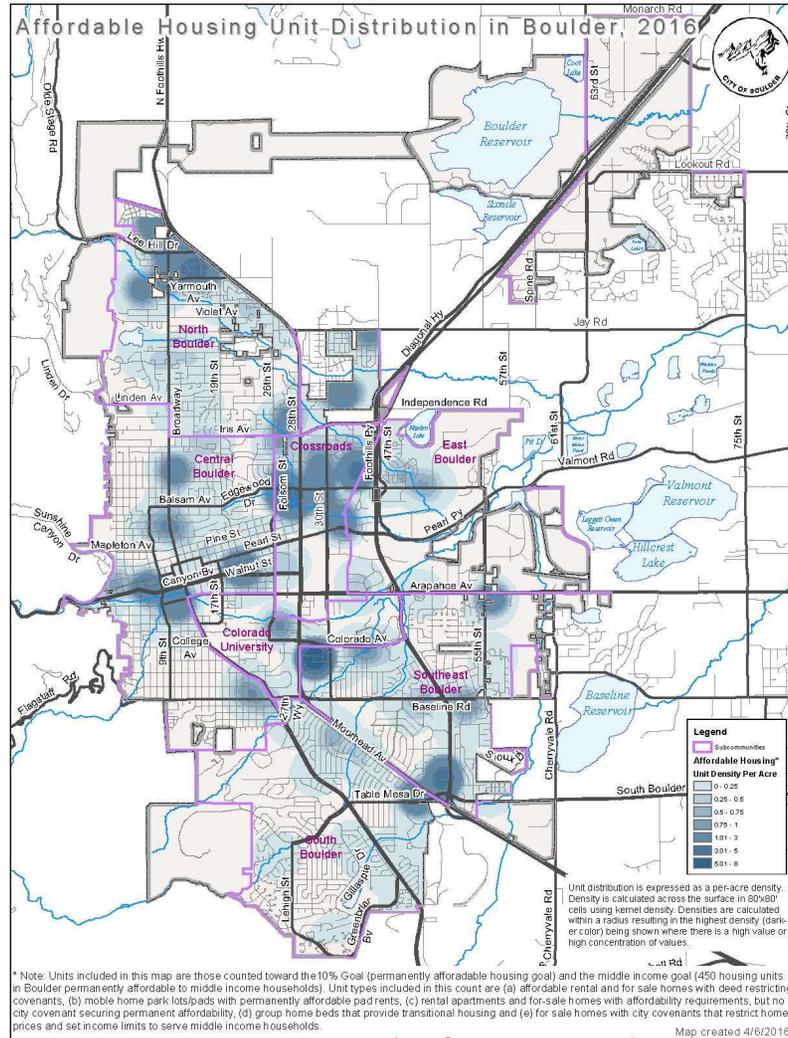


Calculations and Notes

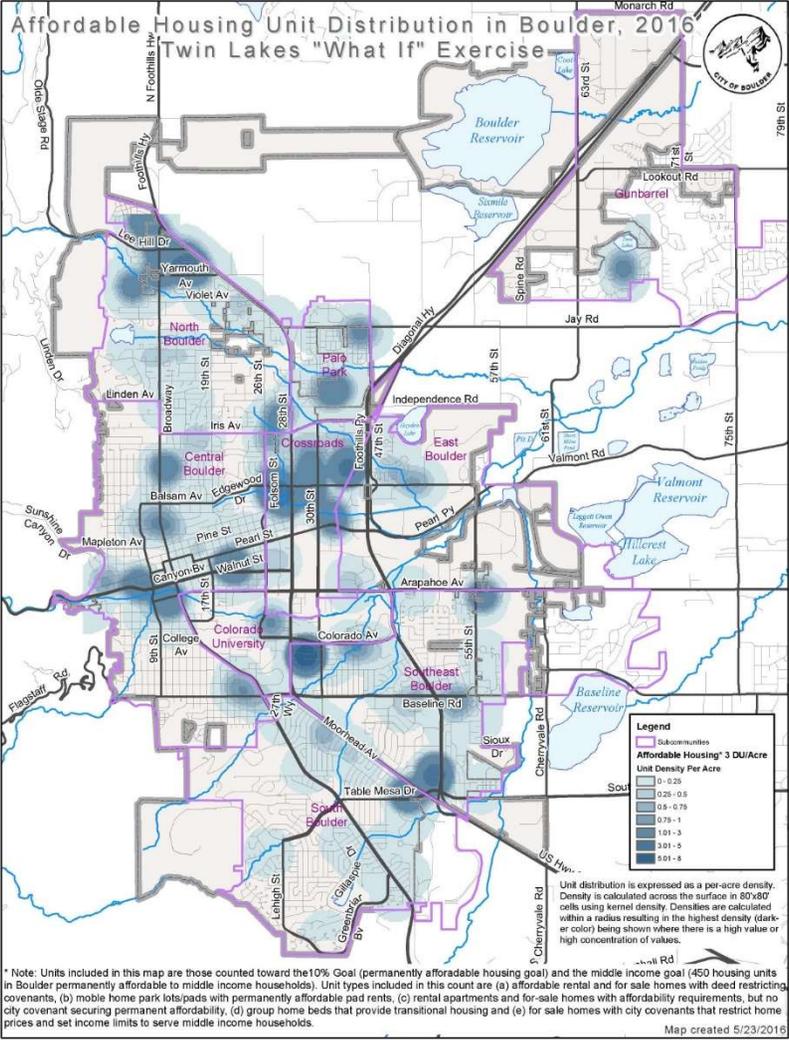


Subdivision	Total Acreage	Number of Units	Gross Density	Comments
Brandon Creek	19.81	164	8.28	Multi-family units - counted individual parcels based on old system of owner interest
Portal Estates	1.34	20	14.90	
Portal Village	2.14	30	14.01	Multi-family units: 2-3 units according to Assessor data. Looked at Google Street View and all appeared to be duplexes
Red Fox Hills	51.30	116	2.26	
Sagecrest Sandpiper Court	1.91	24	12.56	
Snug Harbor	2.56	40	15.64	1-story condos in Assessor's data
Starboard	8.59	43	5.01	
Twin Lakes	37.05	121	3.27	Townhomes north of Twin Lakes Rd only counted as 1 unit / 4 multi-family units south of TL Rd shown on map
Twin Lakes 2	34.65	77	2.22	Existing BCHA Affordable housing units exist here at Catamaran Court. (12 units total on 1.29 acres)

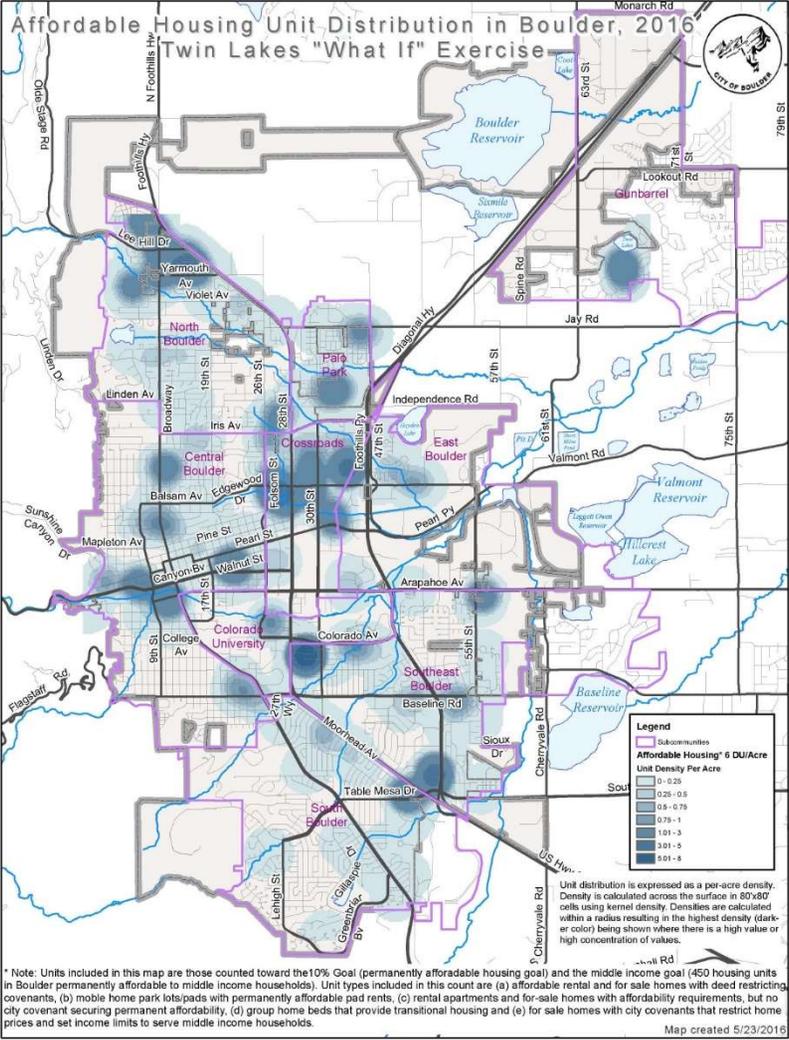
2016 Heat Map of Affordable Housing Units



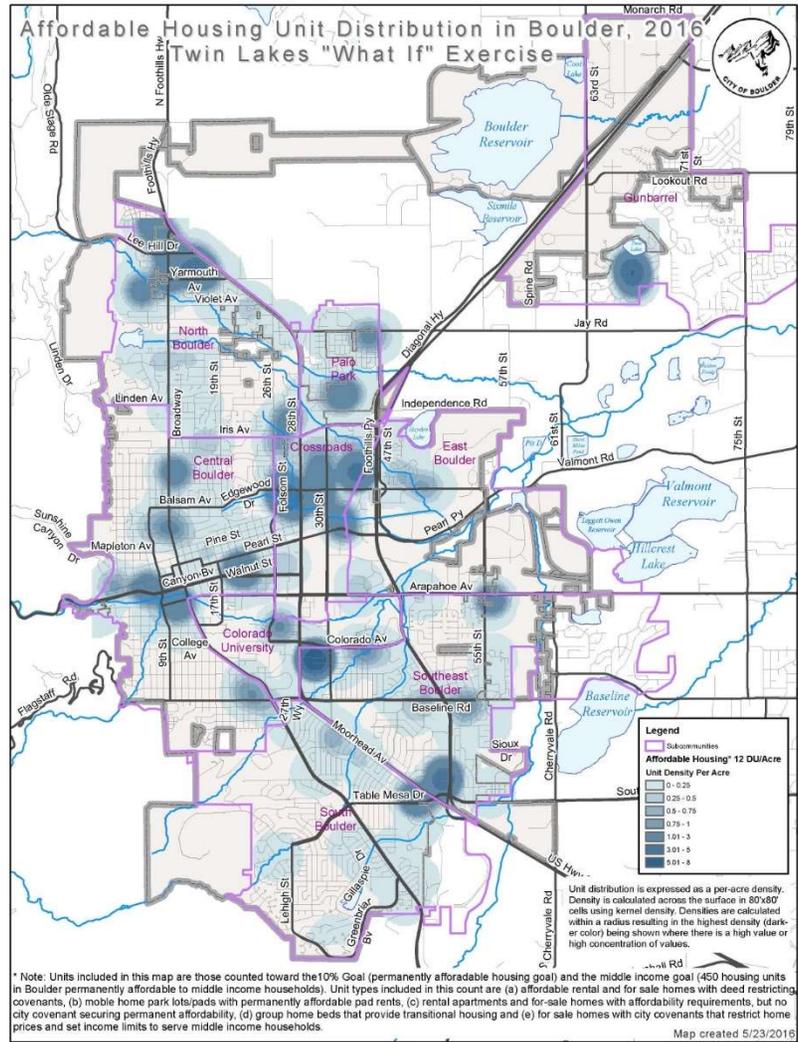
What if ... 3 Dwelling Units / Acre



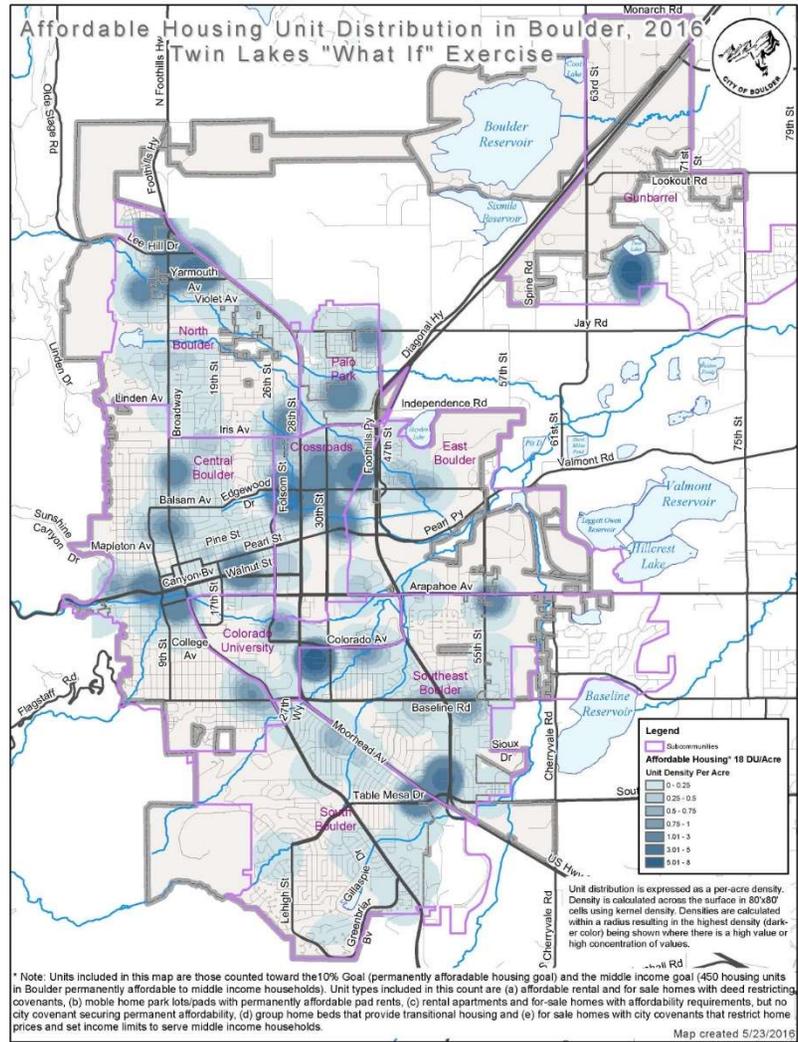
What if ... 6 Dwelling Units / Acre



What if ...
12 Dwelling Units /
Acre



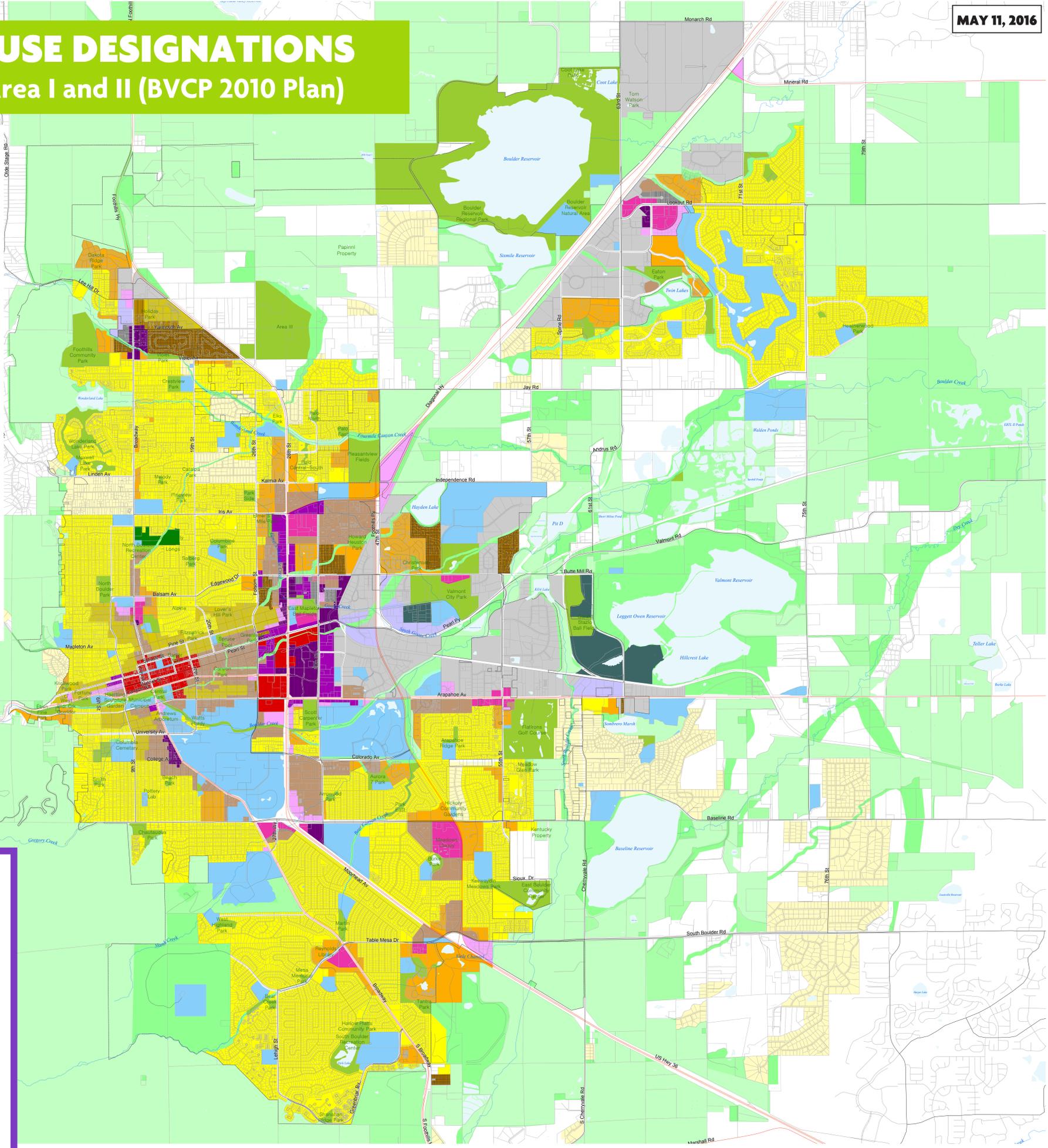
What if ...
18 Dwelling Units /
Acre



LAND USE DESIGNATIONS

Includes Area I and II (BVCP 2010 Plan)

- BVCP Land Use**
- Residential**
- Very Low Density Residential (VLR)
 - Low Density Residential (LR)
 - Manufactured Housing (MH)
 - Medium Density Residential (MR)
 - Mixed Density Residential (MXR)
 - High Density Residential (HR)
- Business**
- Community Business (CB)
 - General Business (GB)
 - Service Commercial (SC)
 - Transitional Business (TB)
 - Regional Business (RB)
- Industrial**
- Community Industrial (CI)
 - General Industrial (GI)
 - Light Industrial (LI)
- Mixed Use**
- Mixed Use Business (MUB)
 - Mixed Use Industrial (MUI)
 - Mixed Use Residential (MUR)
- Open Space and Mountain Parks**
- Open Space, Acquired (OS-A)
 - Open Space, Development Rights (OS-DR)
 - Open Space, Other (OS-O)
- Other**
- Agricultural (AG)
 - Park, Urban and Other (PK-U/O)
 - Public (PUB)
 - Environmental Preservation (EP)



LAND USE vs. ZONING:
What's the difference?

The BVCP land use map provides policy direction and definition for future land uses and is implemented through zoning.

The zoning map guides development and current or intended use and is regulatory.



RESIDENTIAL

VLR Very Low Density Residential
(2 dwelling units per ac. or less)

Very low density areas in the rural section of the city consist predominantly of single-family detached structures.

LR Low Density Residential
(2 - 6 dwelling units per ac.)

Low density areas in the older section of the city consist predominantly of single-family detached structures.

MH Manufactured Housing

The manufactured housing designation is applied to existing mobile home parks.

MR Medium Density Residential
(6 - 14 dwelling units per ac.)

Medium density areas are generally situated near community shopping areas or along some of the major arterials of the city.

MXR Mixed Density Residential
(Older areas = 6 - 14 dwelling units per ac.)
(For new areas = 6 - 18 dwelling units per ac.)

Mixed density areas surround the downtown and are located in some areas planned for new development.

HR High Density Residential
(More than 14 dwelling units per ac.)

High density areas are generally located close to the University of Colorado or in areas planned for transit oriented redevelopment.

MUR Mixed-Use Residential

In Mixed-Use-Residential areas, residential character will predominate, although neighborhood scale retail and personal service uses will be allowed.

OPEN SPACE AND MOUNTAIN PARKS

- OS-A** Open Space, Acquired
Land already acquired by the city or Boulder County for open space purposes.
- OS-DR** Open Space, Development Rights
Privately owned land with conservation easements or other development restrictions.
- OS-O** Open Space, Other
Other public and private land designated prior to 1981 that the city and county would like to preserve through various preservation methods including but not limited to intergovernmental agreements, dedications or acquisitions.

BUSINESS

CB Community Business

A Community Business area is the focal point for commercial activity serving a subcommunity or a collection of neighborhoods.

GB General Business

The General Business areas are located, for the most part, at junctions of major arterials of the city where intensive commercial uses exist.

SC Service Commercial

Service commercial areas provide a wide range of community and regional retail and service uses generally not accommodated in core commercial areas and which generally require automotive access for customer convenience and the servicing of vehicles.

MUB Mixed-Use Business

Mixed-Use-Business development may be deemed appropriate and will be encouraged in some business areas where business or residential character will predominate.

INDUSTRIAL

CI Community Industrial

The Community Industrial classification is shown for those areas where the predominant uses provide a direct service to the planning area. These uses include smaller scale auto-related uses, small printing operations, building contractors, building supply warehouses, small manufacturing operations and similar uses.

GI General Industrial

The General Industrial classification is shown where the more intensive and heavy industries are located or planned.

LI Light Industrial

Light Industrial areas are primarily research and development, light manufacturing, large scale printing and publishing electronics or other intensive employment uses.

MUI Mixed-Use Industrial

Mixed-Use-Industrial development may be deemed appropriate and will be encouraged in some industrial areas where industrial character will predominate.

OTHER

- AG** Agricultural
An Agriculture land use designation identifies land in the Service Area that is planned to remain in agricultural use. Uses that are auxiliary to agriculture, such as a home, a barn and outbuildings and the incidental sales of farm or horticultural products are expected on land with this designation.
- PK-U/O** Park, Urban and Other
Urban and Other Parks includes public lands used for a variety of active and passive recreational purposes.
- PUB** Public
Public/Semi-public land use designations encompass a wide range of public and private non-profit uses that provide a community service.
- EP** Environmental Preservation
The Environmental Preservation designation includes private lands in Areas I and II with environmental values that the city and county would like to preserve through a variety of preservation methods including but not limited to intergovernmental agreements, dedications, development restrictions, rezoning, acquisitions, and density transfers.

**BOULDER COUNTY HOUSING AUTHORITY
CONTRACT WITH Martinez Associates, Inc**

THIS CONTRACT (the "Contract") is entered into between the Boulder County Housing Authority, a Colorado county housing authority organized under C.R.S. § 29-4-501 (the "Authority"), and Martinez Associates, Inc, a Colorado S Corporation (the "Contractor") (each, a "Party" and, collectively, the "Parties").

In consideration of the rights and obligations specified below, the Authority and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by this reference:

- a) Boulder County Housing Authority Request for Proposals No. 6426-16 together with any alterations and/or modifications (the "RFP");
- b) Contractor's proposal in response to the RFP (the "Proposal");
- c) The scope of work, attached hereto as Exhibit A (the "Scope of Work");

In the event there is any inconsistency between any of the Contract Documents and this Contract, the terms of this Contract shall control.

2. Work to be Performed: Contractor shall faithfully perform the work and services specified and contemplated by this Contract and the Contract Documents in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing work and services of a similar nature and, at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing such work (the "Work"). The Contractor shall perform the Work in strict accordance with the Contract Documents and this Contract.

3. Term of Contract: This Contract shall begin and become effective once executed by each of the Parties, as reflected on the signature page of this Contract (the "Effective Date"). Under this Contract, the Contractor shall begin Work on 5/16/2016 and shall continue through 12/31/2017.

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to the right of the Authority to terminate this Contract as provided herein, the Authority shall pay to the Contractor, in accordance with the Contract Documents, an amount not to exceed \$25,000, on a monthly basis proportional to the completed Work.

5. Extension and/or Renewal of Contract Term:

- a. The Authority, in its sole discretion, may elect to extend the term of this Contract. In the event the Authority elects to exercise this right, it shall send written notice to Contractor, pursuant to the notices provision of this Contract ("Notice"), of its intent to extend the term of the Contract. Such Notice shall set forth the length of the extension.
- b. Upon mutual written agreement by the Parties, this Contract may be renewed for four additional one-year periods during which time this Contract shall be in full force and effect, subject to the termination provisions of this Contract. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the

expiration of this Contract or any subsequent renewals.

- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both Parties, and attached to the contract effectuating the renewal.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED OR RENEWAL TERM, THE CONTRACTOR SHALL SUBMIT TO THE AUTHORITY PROOF OF INSURANCE AS REQUIRED IN THIS CONTRACT.**

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the Authority. The Authority shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the Authority so as to avoid inconvenience to the Authority and its personnel, and interference with the Authority's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages, including actual, special, consequential, and incidental damages, caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the Authority and the County of Boulder, Colorado, together with their elected and appointed officials, employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the Authority, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

- a. Commercial General Liability. This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.
- b. Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.
- c. Workers' Compensation and Employer's Liability. Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.
- d. Professional Liability (Errors and Omissions). All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any

consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County, must provide proof of professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- e. Pollution Liability. This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services. The policy shall cover the Contractor's completed operations. The coverage must include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law, or as a result of a third party claim. Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Evidence of this extended coverage must be provided with the certificate of insurance, which confirms the duration of time the coverage will be in effect.

The Contractor shall provide Certificates of Insurance to the Authority demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. The Commercial General Liability and Pollution Liability certificates shall indicate the Boulder County Housing Authority, the County of Boulder, State of Colorado, as **ADDITIONAL INSURED**.

The Additional Insured wording should be as follows:

Boulder County Housing Authority, a Colorado county housing authority organized under C.R.S. 29-4-501; County of Boulder, State of Colorado, a body corporate and politic; are named as Additional Insured with respect to General Liability and Pollution Liability.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Boulder County Housing Authority, Executive Director, P.O. Box 471, Boulder, CO 80306.

If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect. Such notice shall be sent directly to:

Boulder County Housing Authority
Attn: HHS Contract Manager
P.O. Box 471
Boulder, CO 80306

HHSContracts@bouldercounty.org

Please forward certificates to the above certificate holder.

10. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. The Authority prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor shall provide to authorized governmental representatives, including those of the Authority, the County of Boulder, the State of Colorado, and the Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the Authority, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of the Authority for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from the Authority, its appointed officials, agents, or any program administered or funded by the Authority. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of the Authority payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **The Authority is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The Authority has contracted for goods and/or services under this Contract and has reason to

Martinez Associates, Inc.
14828 West 6th Avenue, Unit 9B
Fax: 303-482-2230
jstrickland@martineztesting.com

- b. All notices shall be deemed sufficient (i) upon receipt after dispatch by registered or certified mail, (ii) upon confirmation of receipt when transmitted by facsimile transmission, or (iii) upon confirmation of receipt when transmitted by electronic mail.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the Authority receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Amendments: This Contract may be altered or amended only on the mutual agreement of the Authority and the Contractor by a duly executed written instrument.

18. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without Notice of prior written consent by the Authority.

19. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

20. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the Parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts or within courts of the United States District Court for the District of Colorado, if appropriate.

21. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

22. Termination of Prior Agreements: This Contract supersedes, as of the Effective Date, all prior agreements between the Parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

23. Invalidity Provision: Should any of the provisions of this agreement be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this agreement, forthwith.

24. No Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Authority and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

25. Government Immunity: Nothing in this Contract shall be construed in any way to be a waiver by the Authority or the County of Boulder, Colorado, of their immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

26. Headings: Headings in this Contract are for convenience or reference only and shall not be used in the interpretation or construction of this Contract.

27. Counterparts: This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be a single agreement.

28. No Waiver; Remedies: No failure on the part of any of the Parties to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy under this Contract preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

29. Electronic Signatures and Electronic Records: Each of the Parties consents to the use of electronic signatures by each of the other Parties. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by any of Parties in the manner specified by such signing Party. The Parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

30. Intellectual Property: The Contractor and the Authority hereby acknowledge and agree that the Authority shall be the exclusive owner of any and all intellectual property arising out of the Work, including without limitation any and all rights, privileges and priorities arising under the laws or treaties of the United States, any state, territory or possession thereof, any other country or political subdivision or territory thereof, relating to intellectual property, including but not limited to patents, copyrights, trade names, trademarks, trade secrets, inventions, databases, names and logos, customer data, performance data, and other proprietary information and licenses from third persons granting the right to use any of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing, and all claims, causes of action, or other rights arising out of or relating to any actual or threatened litigation.

31. No Suspension or Debarment: Contractor certifies that neither it nor its Principals (as defined at 49 C.F.R. §29.105) or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

32. Prohibitions on Public Contract for Services:

Pursuant to C.R.S. § 8-17.5-101, *et seq.*, as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for services) and for the duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the Authority within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the Notice required pursuant to the this Contract, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor 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. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

H. If Contractor violates any provisions of this Section of this Contract, the Authority may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Authority.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as follows:

AUTHORITY

DocuSigned by:
Elise Jones
193511B0BE6A470...

Signature

Elise Jones
Printed Name

05/24/2016

Date

Chair, Housing Authority Board
Title

Attest:

DocuSigned by:
Cecilia Lacey
A9048B42B8ED46B...

Signature

Cecilia Lacey
Printed Name

05/24/2016

Date

Assistant Secretary to BCHA
Title

CONTRACTOR

DocuSigned by:
Jere Strickland
21625003AA2844E...

Signature

Jere strickland
Printed Name

May 17, 2016

Date

Senior Professional
Title

(If this Contract is executed on behalf of a corporate entity, it must be signed by an agent duly authorized by such entity to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Contract by the Secretary of the corporation or other authorized keeper of the corporate seal.)

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with the Boulder County Housing Authority, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Martinez Associates, Inc.
Company Name

May 17, 2016
Date

Jere Strickland
Name (Print or Type)

DocuSigned by:
Jere Strickland
24625093AA2844E...
Signature

Senior Professional
Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

EXHIBIT A- SCOPE OF WORK

The Authority reserves the right to request changes to this scope at any point during the contract period, to include additional testing as deemed appropriate by the Authority or the Contractor.

Based on the size of the properties involved, the contractor proposes to drill a total of 6 borings. Two borings would be drilled adjacent to the ditch on the north side of the properties and the remaining borings would be spaced across the properties at about 500 foot centers. Should the subsurface profile have anomalies that would warrant additional borings, some additional borings could be drilled to further evaluate the anomaly.

The borings would be drilled to depths of 20 to 25 feet and drive samples taken for laboratory testing. As the Authority wants to install a long term groundwater monitoring system on the properties, the borings will be completed as “monitoring holes” in accordance with the Colorado Division of Water Resources (DWR) regulations.

Martinez will have the location and ground surface elevation at each monitoring hole surveyed by a licensed land surveyor in order to further tie the locations of the borings/holes to the properties and give a ground surface elevation for evaluating groundwater elevations.

As it is assumed that groundwater will be present at all the boring locations, each of the borings will be completed as a monitoring hole. To comply with the DWR regulations, each monitoring hole will have a PVC pipe, sand backfill and a surface seal. The monitoring holes will also have a steel locking cover to prevent human intrusion.

Upon completion of the site investigation, the contractor will evaluate the subsurface profile and the samples obtained and develop a laboratory testing program to provide engineering characterization of soils and bedrock. It is anticipated that swell-settlement tests will be performed on selected samples to evaluate the potential for expansion of the site soils and bedrock under wetting or additional compression of the soils due to potential future building foundation loads and wetting. In addition, soil characterization tests, such as grain size analysis and Atterberg limits tests, will be performed. These test results can be correlated to other engineering characteristics, such as permeability.

Upon completion of the field and laboratory investigation and initial groundwater elevations, the contractor will submit a draft geotechnical site investigation report to the Authority providing:

1. Site plan showing the surveyed monitoring hole locations.
2. Monitoring hole completion logs showing how the borings was completed as a monitoring hole. The logs will also include the field and laboratory test results for samples taken within the borings.

3. As appropriate, recommendations on site development including potential restrictions on building locations, types of construction, grading modifications or other conditions affected by the geotechnical site investigation and initial groundwater elevations. Depending on the groundwater levels and lithology at the site, recommendations may include preferred areas for below grade structures and areas where specific mitigation measures would be needed. This analysis will include a discussion of potential impacts to adjacent properties.
4. As appropriate, preliminary recommendations for potential foundation types and design, including soil contact pressures, embedment depths, resistance to lateral loads and anticipated settlement. Once the potential building locations and configurations are developed, additional site investigations will be needed to confirm and finalize the foundation recommendations.
5. As appropriate, recommendations for site preparation, earthwork, and fill placement. If appropriate, recommendations for mitigating the presence of shallow groundwater that may affect the buildings, particularly any below grade portions.
6. As appropriate, preliminary recommendations for floor slab systems and anticipated slab movements.
7. As appropriate, preliminary pavement thickness design and subgrade preparation for potential access drives and parking lots.

As the Authority wishes to have at least one year's worth of groundwater monitoring to evaluate seasonal fluctuations, the groundwater levels in the monitoring holes will be monitored on a periodic basis. To gather more data on the groundwater levels and fluctuations, pressure transducers will be installed in the monitoring holes to collect data on at least a daily basis. More frequent reading can be performed if the monitoring indicates it to be necessary. In addition to the pressure transducers within the water column, an additional transducer will be installed in one of the monitoring holes above the water table to record the atmospheric pressure to adjust the water level measurements for atmospheric changes.

As discussed, the Authority will contact the ditch company to obtain their monitoring or operations records for the ditches and reservoirs. This information will be provided to the contractor for use in their reporting. This information is needed as these elements will have a significant influence on the groundwater levels on the site. If this information cannot be obtained, the water elevation in the ditches and reservoirs will be approximated at the time the monitoring holes are checked.

Using the data collected in the monitoring holes, a regional groundwater surface would be developed and the direction of flow determined. It is also anticipated that the influences of the irrigation ditches, reservoirs and the wetlands areas would be indicated in the groundwater

surface. The influence of the site lithology will also be included in the hydrologic evaluation.

The monitoring period for the project will be about a year. The contractor will then abandon the monitoring holes and notify the DWR as required. Should the Authority wish to continue the monitoring beyond that period of time, either the contractor can continue the monitoring under an extension of the work herein or provide the Authority with the data and tools necessary for to continue the monitoring and evaluation. If the Authority takes over the monitoring, the contractor will provide the Authority with the information, notice of intent, installation procedures and well configurations such that the Authority can properly abandon the wells and provide notification to the DWR.

During the groundwater monitoring period, the contractor will perform periodic site visits to retrieve the monitoring data. Based on the data retrieved and information from the ditch company, a monthly update report will be prepared by the contractor summarizing the groundwater measurements and any modifications to the draft geotechnical report should there be significant changes in groundwater levels. If indicated, correlations between groundwater levels and ditch or reservoir elevations or other site conditions will be noted.

At the close of the project, the monitoring holes will be abandoned and sealed by the contractor according to the DWR regulations and the closure reported to the DWR. The abandoning of the monitoring holes would take about two days to complete and the closure report from the contractor to DWR to be submitted about one week after the closure.

May 11, 2016
File No. 16-0056

Boulder County Housing Authority
2525 13th Street, Suite 204
Boulder, Colorado 80306

Attn: Ian Swallow

Subject: Response to Comments by the TLAG, Geotechnical and Hydrologic Investigation Twin Lakes Properties, Boulder, Colorado

Dear Mr. Swallow:

As requested, Martinez Associates, Inc. (Martinez) has reviewed the letter from the TLAG dated May 3, 2016. The site investigation proposed by Martinez was intended to address preliminary geotechnical and groundwater conditions on the properties that would have an effect on the future development of the site. As such, only a limited number of geotechnical borings is needed for this small a site as once site development plans are prepared and development design begins, additional borings specific to proposed buildings would be completed. We would point out that the number of geotechnical borings proposed by Martinez, six borings, is the same number of borings to be sampled in the Ground Engineering proposal.

We proposed to complete the borings as monitoring holes. The Ground Engineering and CTL Thompson proposals indicate they were to install eleven monitoring wells on the site. As this site investigation was to provide a preliminary groundwater evaluation, only a limited number of monitoring holes was proposed. It is our opinion that these monitoring holes would provide a reasonable preliminary evaluation of the depth to groundwater across the site and the general direction of groundwater flow.

Subsequent monitoring of groundwater elevations would provide a preliminary evaluation of the influences on both depth and direction of flow due to changes in offsite sources of groundwater recharge and on-site recharge due to precipitation. The offsite sources being specifically the Twin Lakes and the irrigation ditch. At this time the Boulder County Housing Authority (BCHA) has requested that Martinez implement the installation of pressure transducers in the monitoring holes as discussed in our proposal. These transducers will record water level pressures in the monitoring holes on a daily basis at a minimum. As with the geotechnical investigation, additional monitoring holes could be installed during the final site investigation for development design should there be situations where groundwater elevations are critical to the development design.

Specific to the TLAG's bulleted comments:

Martinez Associates, Inc.

14828 West 6th Avenue, Unit 9B, Golden, Colorado 80401 | Phone: 303.459.2216 | Fax: 303.482.2230 |
www.martineztesting.com

On the first bulleted comment, the installation of up to 20 monitoring wells across the site we believe is not warranted for the preliminary evaluation of groundwater conditions. Should the preliminary evaluation indicate areas where groundwater elevations would affect the development design of the site, additional monitoring wells could be installed during that phase of the project.

On the second bulleted comment, BCHA has directed Martinez to install the pressure transducers in the monitoring holes and therefore the water level pressures will be monitored on at least a daily basis for a period of one year. It should be understood that the ditch company will provide only limited amount of information on their operations and as such the site monitoring will provide information on general trends and variations possibly associated with offsite sources. This is consistent with a preliminary evaluation of the groundwater conditions on the site. These trends can be used to evaluate what might occur should there be variations in offsite and on-site conditions in the future after site development. It will be these trends and variations that will govern the recommendations for site development.

With respect to performance of slug tests in the monitoring holes, third bulleted comment, these tests are typically performed to determine permeability of the subsurface materials. In general the field permeability value for the soils is critical only when there are modifications being made to the site, such as dewatering systems, or offsite sources, such as raising the embankment heights. As we are not aware of any significant changes to the lakes or the ditch and as dewatering systems are not anticipated as part of development, it does not appear warranted to expend the costs needed to do slug testing at this time. The influence of the permeability of the site soils will be reflected in the monitoring measurements. Should there be a need during development design to determine permeability values from a monitoring hole, the pressure transducers to be installed in the monitoring holes can be used for such tests.

During drilling of the bore holes, we will continuously log the boring and will take drive samples of the soils. The continuous sampling mentioned in the fourth bulleted comment is excessive for a preliminary or even final geotechnical investigation. Our samples will be taken in the various soil layers encountered in the borings such that we will have characterization of the various layers across the site. This sampling interval is consistent with the standard practice. Continuous sampling is generally done when fine soil features are an issue. For a preliminary geotechnical site investigation we are interested in the general soil profile.

As discussed above, during drilling samples will be obtained from the various different soil layers encountered in the boring. These samples will be obtained from all of the proposed borings and as a minimum, drive samples will be obtained at 5 foot intervals within the boring. The Longmont clay, mentioned in the fifth bulleted comment, is a Natural Resources Conservation Services designation. As such, these designations are primarily for agricultural purposes. The US Geologic Survey designates the surface soils as the Louviers Alluvium which is a geologic designation. Regardless of the name for the soils, our sampling will be done to obtain samples of the various distinct layers in the subsurface profile.

The sixth bulleted comment refers to proposal by Ground Engineering and CTL Thompson in which additional tests are mentioned. Our review of these proposals indicates that the laboratory testing mentioned for the most part is testing that could be performed, not will be performed. Our proposal indicates we will perform characterization testing of the samples obtained. This testing would include such tests as moisture-density, grain size analysis, Atterberg limits, water soluble sulfates and, as specifically mentioned, swell-settlement tests. As specifically mentioned we will not perform laboratory permeability (hydraulic conductivity) tests. As with the slug testing discussed above this information is

not warranted at this time. If deemed appropriate based on the development design, the subsequent site investigations could obtain samples for this testing.

With respect to the report contents in the seventh bulleted comment, our report will include most of information requested. The information requested on the groundwater monitoring we anticipate will be in supplemental monitoring reports generated on a periodic basis. The detail to which the daily measurements are presented will be determined over the course of the monitoring. If there are significant changes in the groundwater regime then groundwater elevation maps might be presented. However, minor variations in elevations which do not affect the overall regime will be discussed but not remapped. Presentation and summarization of the daily measurements will be far too time consuming and is not anticipated to provide any significant information that a general discussion cannot summarize.

The eighth bulleted comments discusses the need for the report to include "strategies" or recommendations to specifically "preserve the wetlands" off the BCHA property and protect the existing homes from increased risk of groundwater seepage. As our report will include recommendations regarding the types of foundations applicable to the site and their potential impacts to the groundwater conditions under the site, we believe these issues will be addressed. It should be understood that offsite conditions may have significantly greater impacts to both concerns which cannot be address by the site investigation proposed. A significant offsite condition affecting the groundwater in the vicinity is landscape watering within the residential areas. Another condition is the irrigation ditches and natural drainages, neither of which are on the subject properties.

As discussed above, BCHA has directed Martinez to install pressure transducers in the monitoring holes so this specifically addresses the ninth bulleted comment. It should be understood that the transducers will not be monitored on a "real time" basis. The data collected will be reviewed and analyzed on a periodic basis. Such things as major precipitation events or significant changes in the offsite sources will be taken into account.

The first paragraph after the bulleted comments discusses shortcomings of our proposal. Items mentioned include runoff, flooding, and storm water systems. As such, these items are not geotechnical nor specifically groundwater related. For the most part, these items are related to the civil design aspects of the project which would be addressed during the development design phase of the project. Our proposal was not intended to address these issues only the geotechnical and groundwater concerns on the project site.

Prior to initiating any of our site investigations, Martinez will coordinate our proposed boring locations with the BCHA wildlife biologist to minimize disturbance of existing wildlife. Due to the widely spaced borings, adjustment of the boring location is very feasible while still providing the information needed for the site investigations.

If you have any questions please, do not hesitate to call the undersigned. We look forward to continued participation with you on this project.

Sincerely,
MARTINEZ ASSOCIATES, INC.



Jere A. Strickland, P.E.
Principal Professional

**BOULDER COUNTY HOUSING AUTHORITY
CONTRACT WITH Felsburg, Holt and Ullevig**

THIS CONTRACT (the "Contract") is entered into between the Boulder County Housing Authority, a Colorado county housing authority organized under C.R.S. § 29-4-501 (the "Authority"), and Felsburg, Holt and Ullevig, a Colorado Corporation (the "Consultant") (each, a "Party" and, collectively, the "Parties").

In consideration of the rights and obligations specified below, the Authority and the Consultant agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by this reference:

- a) Boulder County Housing Authority Request for Proposals No. 6425-16 together with any alterations and/or modifications (the "RFP");
- b) Consultant's proposal in response to the RFP (the "Proposal");
- c) The scope of work, attached hereto as Exhibit A (the "Scope of Work");

In the event there is any inconsistency between any of the Contract Documents and this Contract, the terms of this Contract shall control.

2. Work to be Performed: Consultant shall faithfully perform the work and services specified and contemplated by this Contract and the Contract Documents in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing work and services of a similar nature and, at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing such work (the "Work"). The Consultant shall perform the Work in strict accordance with the Contract Documents and this Contract.

3. Term of Contract: This Contract shall begin and become effective once executed by each of the Parties, as reflected on the signature page of this Contract (the "Effective Date"). Under this Contract, the Consultant shall begin Work on 4/20/2016 and shall continue through 12/31/2017.

4. Payment for Work Performed: In consideration of the Work to be performed by the Consultant, and subject to the right of the Authority to terminate this Contract as provided herein, the Authority shall pay to the Consultant, in accordance with the Contract Documents, an amount not to exceed \$13,900, on a monthly basis proportional to the completed Work.

5. Extension and/or Renewal of Contract Term:

- a. The Authority, in its sole discretion, may elect to extend the term of this Contract. In the event the Authority elects to exercise this right, it shall send written notice to Consultant, pursuant to the notices provision of this Contract ("Notice"), of its intent to extend the term of the Contract. Such Notice shall set forth the length of the extension.
- b. Upon mutual written agreement by the Parties, this Contract may be renewed for three additional one-year periods through 12/31/2020 during which time this Contract shall be in full force and effect, subject to the termination provisions of this Contract. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30)

days before the expiration of this Contract or any subsequent renewals.

- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Consultant during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both Parties, and attached to the contract effectuating the renewal.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED OR RENEWAL TERM, THE CONSULTANT SHALL SUBMIT TO THE AUTHORITY PROOF OF INSURANCE AS REQUIRED IN THIS CONTRACT.**

6. Quality of Performance: The Consultant shall perform the Contract in a manner satisfactory and acceptable to the Authority. The Authority shall be the sole judge of the quality of performance.

7. Schedule of Work: The Consultant shall perform the Work during the hours designated by the Authority so as to avoid inconvenience to the Authority and its personnel, and interference with the Authority's operations.

8. Indemnity: The Consultant shall be liable and responsible for any and all damages, including actual, special, consequential, and incidental damages, caused by or arising out of the actions, obligations, or omissions of the Consultant, its employees, agents, representatives or other persons acting under the Consultant's direction or control in performing or failing to perform the Work under this Contract. The Consultant will indemnify and hold harmless the Authority and the County of Boulder, Colorado, together with their elected and appointed officials, employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of the Consultant, its employees, agents or representatives, or other persons acting under the Consultant's direction or control.

9. Insurance Requirements: The Consultant shall procure and maintain at its own expense, and without cost to the Authority, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Consultant has assumed until this Contract has expired or is terminated:

- a. Commercial General Liability. This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.
- b. Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.
- c. Workers' Compensation and Employer's Liability. Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.
- d. Professional Liability (Errors and Omissions). All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any

consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County, must provide proof of professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The Consultant shall provide Certificates of Insurance to the Authority demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. The Commercial General Liability certificates shall indicate the Boulder County Housing Authority, the County of Boulder, State of Colorado, as **ADDITIONAL INSUREDS**.

The Additional Insured wording should be as follows:

Boulder County Housing Authority, a Colorado county housing authority organized under C.R.S. 29-4-501; County of Boulder, State of Colorado, a body corporate and politic; are named as Additional Insured with respect to General Liability.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Boulder County Housing Authority, Executive Director, P.O. Box 471, Boulder, CO 80306.

If any insurance company refuses to provide the required notice, the Consultant or its insurance broker shall notify the County of any cancellation, suspension, and/or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect. Such notice shall be sent directly to:

Boulder County Housing Authority
Attn: HHS Contract Manager
P.O. Box 471
Boulder, CO 80306
HHSContracts@bouldercounty.org

Please forward certificates to the above certificate holder.

10. Nondiscrimination: The Consultant agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. The Authority prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Consultant for any Work related to this Contract to be performed under a subcontract, either by competitive

bidding or negotiation, the Consultant shall notify each potential subcontractor of the Consultant's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Consultant shall provide to authorized governmental representatives, including those of the Authority, the County of Boulder, the State of Colorado, and the Federal Government, all information and reports which they may require for any purpose authorized by law. The Consultant will permit such authorized governmental representatives access to the Consultant's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Consultant, then such Consultant shall so certify to the Authority, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Consultant is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Consultant and its agents and employees are not agents or employees of the Authority for any purpose. As an independent contractor, the Consultant shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Consultant acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from the Authority, its appointed officials, agents, or any program administered or funded by the Authority. Consultant shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Consultant or some other entity that is not a party to this Contract. Consultant is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of the Authority payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **The Authority is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The Authority has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of the Authority as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Consultant pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the Authority terminates the Contract for this reason, the Authority and the Consultant shall be released from all obligations to perform Work and make payments hereunder, except that the Authority shall be required to make payment for Work which has been performed by the Consultant prior to the effective date of termination under this provision; and, conversely, the Consultant shall be required to complete any Work for which the Authority has made payment prior to providing written notice to the Consultant of the termination.
- b. Notwithstanding anything in this Contract to the contrary, the Authority may terminate this

a verified statement that the Consultant has not paid amounts due to any person who has supplied labor or materials for the project.

17. Amendments: This Contract may be altered or amended only on the mutual agreement of the Authority and the Consultant by a duly executed written instrument.

18. Assignment: This Contract shall not be assigned or subcontracted by the Consultant without Notice of prior written consent by the Authority.

19. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

20. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the Parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts or within courts of the United States District Court for the District of Colorado, if appropriate.

21. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

22. Termination of Prior Agreements: This Contract supersedes, as of the Effective Date, all prior agreements between the Parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

23. Invalidity Provision: Should any of the provisions of this agreement be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this agreement, forthwith.

24. No Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Authority and the Consultant, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

25. Government Immunity: Nothing in this Contract shall be construed in any way to be a waiver by the Authority or the County of Boulder, Colorado, of their immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

26. Headings: Headings in this Contract are for convenience or reference only and shall not be used in the interpretation or construction of this Contract.

27. Counterparts: This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be a single agreement.

28. No Waiver; Remedies: No failure on the part of any of the Parties to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy under this Contract preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

29. Electronic Signatures and Electronic Records: Each of the Parties consents to the use of electronic signatures by each of the other Parties. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by any of Parties in the manner specified by such signing Party. The Parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

30. Intellectual Property: The Consultant and the Authority hereby acknowledge and agree that the Authority shall be the exclusive owner of any and all intellectual property arising out of the Work, including without limitation any and all rights, privileges and priorities arising under the laws or treaties of the United States, any state, territory or possession thereof, any other country or political subdivision or territory thereof, relating to intellectual property, including but not limited to patents, copyrights, trade names, trademarks, trade secrets, inventions, databases, names and logos, customer data, performance data, and other proprietary information and licenses from third persons granting the right to use any of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing, and all claims, causes of action, or other rights arising out of or relating to any actual or threatened litigation.

31. No Suspension or Debarment: Consultant certifies that neither it nor its Principals (as defined at 49 C.F.R. §29.105) or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

32. Prohibitions on Public Contract for Services:

Pursuant to C.R.S. § 8-17.5-101, *et seq.*, as amended, the Consultant shall meet the following requirements prior to signing this Contract (public contract for services) and for the duration thereof:

A. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Consultant 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 public contract for services.

C. At the time of signing this public contract for services, the Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Consultant obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Consultant shall: notify the subcontractor and the Authority within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the Notice required pursuant to the this Contract, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor 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.

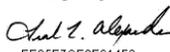
F. Consultant shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

H. If Consultant violates any provisions of this Section of this Contract, the Authority may terminate this Contract for breach of contract. If the Contract is so terminated, the Consultant shall be liable for actual and consequential damages to the Authority.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as follows:

AUTHORITY

DocuSigned by:

EE05E7CE8E614F2...

Signature

Frank Alexander

Printed Name

May 18, 2016

Date

Director DHHS

Title

Attest:

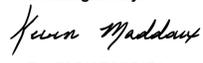
Signature

Date

Printed Name

Title

CONSULTANT

DocuSigned by:

B44E3719D0EF47A...

Signature

Kevin Maddoux

Printed Name

May 17, 2016

Date

Principal

Title

(If this Contract is executed on behalf of a corporate entity, it must be signed by an agent duly authorized by such entity to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Contract by the Secretary of the corporation or other authorized keeper of the corporate seal.)

CONSULTANT'S CERTIFICATION OF COMPLIANCE

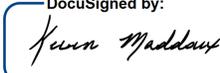
Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with the Boulder County Housing Authority, the undersigned Consultant hereby certifies that at the time of this certification, Consultant does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Consultant will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONSULTANT:

Felsburg Holt & Ullevig
Company Name

May 17, 2016
Date

Kevin Maddoux
Name (Print or Type)

DocuSigned by:

B44E3719D0FE47A
Signature

Principal
Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

DETAILED PROJECT SCOPE – TWIN LAKES PROJECT

Per your request, Felsburg Holt & Ullevig (FHU) is pleased to submit this scope of work for environmental studies to be conducted within the Boulder County Housing Authority's (BCHA) Twin Lakes Parcel and also for the two parcels owned by the Boulder Valley School District, in Boulder County, Colorado. We understand that BCHA is interested in initiating the surveys in May or June of 2016 and for initial documentation to be completed in July of 2016. Based on our initial meeting with BCHA, we have identified the following tasks that will be required for assessing wildlife and other natural resources of concern on the three parcels of interest. Task elements and deliverables are provided with each Task below.

1. Document Existing Site Conditions

The first step in working through a wildlife habitat study is to determine what is currently present at the project location. The following items will be included in this task:

- a. Evaluating existing publicly available information (NWI, CNHP, Boulder County, or other data sources) that would provide a baseline of information.
- b. Conduct one site visit for documenting resources present, including taking site photographs and collecting any necessary GPS information.

2. Existing Site Conditions Technical Memorandum

Task 2 will include the completion of the Existing Site Conditions Technical Memorandum. This is a new task that was identified during a meeting on May 5th, 2016 with BCHA staff. This technical memorandum will provide information back to BCHA based on what was found during the initial survey and will be incorporated into the final Wildlife Assessment Report. Elements of this task include:

- a. Documenting field survey findings in a draft technical memorandum. This technical memorandum will be provided to assist with tasks that need to be conducted for other site work; including, but not limited to, a geotechnical survey.
- b. Provide to BCHA for Comment/Review.
- c. Modify and finalize Existing Site Conditions Technical Memorandum.

3. Habitat Assessment Report Preparation

Task 3 is the Wildlife Habitat Assessment Report that was identified in the proposal. This will be the full report and will integrate information from the Existing Site Conditions Technical Memorandum, but will be formatted to integrate information from additional surveys conducted in the field during the blooming season of several plants (Ute ladies'-tresses orchid and the Colorado butterfly plant) listed under the Endangered Species Act and several other special status species listed by the State of Colorado or are of potential local concern. This task includes:

- a. Draft a Habitat Assessment Report which will assess habitat found on all three parcels for federally listed Threatened and Endangered (T&E) species and other special status species.

4. Habitat Assessment Report Review/Comment Resolution (BCHA Only)

In Task 4, FHU staff will work directly with BCHA staff to resolve comments that BCHA may have on the draft Habitat Assessment Report. Once all comments have been resolved, BCHA will provide the Habitat Assessment Report for public comment. Depending on the timing, this report update may or may not include documentation from T&E plant surveys.

- a. An updated Draft Habitat Assessment Report will be provided to BCHA.

5. *Habitat Assessment Report Comment Review/Resolution Matrix*

In Task 5, FHU staff will work directly with BCHA staff to resolve comments that the public or other stakeholders may have on the draft Habitat Assessment Report. FHU will compile a Comment Review/Resolution Matrix to track these comments and also track answers to comments or changes that have been made to the Habitat Assessment Report based on comments from the public.

- a. Comment Review/Resolution Matrix Spreadsheet
- b. Updated Draft Habitat Assessment Report will be provided to BCHA.

6. *Additional Site Surveys (Geo-Tech/Seasonal T&E Species Surveys)*

FHU staff have included additional field surveys in Task 6 to conduct surveys of the project parcels for T&E species that have specific blooming periods that occur later than the initial site survey. The Ute ladies'-tresses orchid and the Colorado butterfly plant are both considered federally threatened species and bloom in late July to mid-August. This task generally includes:

- a. A field visit to survey and coordinate with the contractor conducting Geo-Technical studies.
- b. Two additional field surveys to monitor the site for Ute ladies'-tresses orchid and the Colorado butterfly plant to confirm presence/absence during the blooming season.

7. *Final Habitat Assessment Report*

In Task 7, FHU staff will update the initial Habitat Assessment Report with information collected during the additional field surveys. The final report will provide the dates of the surveys, conditions of reference populations of T&E species, and final assessments for T&E species for the three parcels.

- a. Final Habitat Assessment Report

8. *Completion of Habitat Assessment Study*

In Task 8, FHU will confirm that the Final Habitat Assessment Report accepted by BCHA and will complete any out-standing associated tasks with the report.

9. *Wetland Delineation (Field Survey and Report)*

If required and directed by BCHA, FHU will complete a field wetland delineation as part of Task 9. FHU will be able to complete this task within the same schedule time-frame as the Habitat Assessment Study to provide information back to BCHA sooner than waiting for the completion of Tasks 1 – 8.

- a. Wetland Delineation Field Survey (determination forms, site photos, GPS collection of sampling and any associated boundaries).
- b. Wetland Delineation Report (formatted as a separate report in case a Section 404 permit is needed).

10. *Section 106 of the NHPA - Cultural Resources Survey*

If required and directed by BCHA, FHU will complete a review for Cultural Resources and provide a technical memorandum that will identify if any eligible Section 106 resources are present within the three parcels. This technical memorandum will be required in case a Section 404 permit is needed).

- a. Cultural Resources Review (Compass Database Search).
- b. Cultural Resources Technical Memorandum.

11. *Clean Water Act Section 404 Permit Application*

If required and directed by BCHA, FHU will prepare a Section 404 Permit application for submittal to the US Army Corps of Engineers (USACE). Depending on the presence and location of jurisdictional waters of the US (including wetlands) and the development of the three parcels, BCHA may be required to submit a Section 404 Permit application. FHU has the background and skills to facilitate this effort on behalf of BCHA.

- a. Section 404 Permit Application Letter.
- b. Wetland impact assessment.
- c. Include the Wetland Delineation Report.
- d. Include the Wildlife Habitat Assessment.
- e. Include the Cultural Resources Technical Memorandum.

12. *Site Development Coordination (Work with BCHA and Site Developer)*

If requested by BCHA, FHU will be available to continue assisting BCHA and a site developer with the conceptual layout of the development plan for the three parcels. This assistance will build upon the recommendations that FHU will identify as part of the Habitat Assessment Report. Assistance will include, but not be limited to, the following items:

- a. Facilitating discussions and design around sensitive wildlife areas (e.g. nesting birds).
- b. Facilitation discussions and design around important wildlife travel corridors.
- c. Public involvement.
- d. Other services.

For Additional Information please contact Keith Hidalgo at:



Keith.Hidalgo@fhueng.com

Work: 303-720-1440

Cell: 720-201-0195

1 Month to Study/Report					
Task	Staff			ODCs	Task
	Kevin Maddoux	Keith Hidalgo	Neal Goffinet	\$0.54 per mile	Hours
	Principal I \$190/hr	Env Scientist IV \$135/hr	Env Scientist II \$100	*Document Costs	Subtotal
Task 1: Field Survey		8	8	\$108	16
Task 2: Report Preparation*		4	24	\$0	28
Task 3: Report Reviews/Comment Resolution	1	1	2	\$0	4
Task 4: Final Report		1	1	\$50	2
Task 5: Completion of Study	1	1	0	\$0	2
<i>Hours Subtotal</i>	2	15	35		52
<i>Cost Subtotal</i>	\$ 380	\$ 2,025	\$ 3,500	\$ 158	\$ 6,063

*Note: Document Costs are only if BCHA requests bound, hard copies of the reports

TASK ORDER 1 - 1 Month to Study/Report (Mid June)							
Task	Staff						
	Kevin Maddoux	Keith Hidalgo	Neal Goffinet	Jake Lloyd	ODCs	Task	Task
	Principal I	Env Scientist IV	Env Scientist II	Env Scientist III	\$0.54 per mile	Hours	Cost
	\$190/hr	\$135/hr	\$100	\$115	*Document Costs	Subtotal	Subtotal
Task 1: Document Existing Site Conditions		8	8		\$108	16	\$ 1,880
Task 2: Existing Site Conditions Technical Memorandum*		4	16		\$50	20	\$ 2,140
Task 3: Habitat Assessment Report Preparation*		4	24		\$50	28	\$ 2,940
Task 4: Habitat Assessment Report Reviews/Comment Resolution (BCHA Only)	1	1	2		\$0	4	\$ 525
Task 5: Habitat Assessment Report Public Review/Comment Resolution Matrix					\$50	0	\$ -
Task 6: Additional Site Surveys (Geo-Tech/Seasonal T&E Species Surveys)		16	24		\$216	40	\$ 4,560
Task 7: Final Habitat Assessment Report	1	4	8		\$50	13	\$ 1,530
Task 8: Completion of Habitat Assessment Study	1	1	0		\$0	2	\$ 325
Task 9: Wetland Delineation (Field Survey and Report)*		8	24		\$50	32	\$ 3,480
Task 10: Section 106 of the NHPA Cultural Resources Survey		2		8	\$50	10	\$ 1,190
Task 11: Clean Water Act Section 404 Permitting (If Needed)	1	4	16	4	\$50	25	\$ 2,790
Task 12: Site Development Coordination (Work with BCHA and Site Developer)	4	16			\$216	20	\$ 2,920
<i>Hours Subtotal</i>	8	68	122	12		198	Total Hours
<i>Cost Subtotal</i>	\$ 1,520	\$ 9,180	\$ 12,200	\$ 1,200	\$ 890	\$ 24,990	Total Cost
<i>*Note: Document Costs are only if BCHA requests bound, hard copies of the reports</i>							
Note: This is a NEW TASK ITEM or includes NEW TASK ELEMENTS							

Dear Heather,

Thanks for all your efforts during the facilitated talks. Below are my public-comment questions:

1) It was said that all BVCP policies are equal (none are weighted above others). TLAG has identified at least 19 BVCP policies that the MXR request violates, while the Open Space request doesn't violate any and upholds many. Should the violations of the former be taken into account?

2) From the BVCP Survey and Focus Groups, what were the results regarding:
* neighborhoods and community character?
* open-space and natural environment?
* Gunbarrel?

3) Regarding the BVCP policy on affordable housing, it states that the goal is to have AH integrated and dispersed. How does this proposal, which, for the north field, will concentrate at least 33% of all the county's AH in one spot, fit with that goal?

4) The BVCP's Growth Requirements stipulate that development must "maintain or improve environmental quality as a precondition for further housing and community." How can this development proposal be reconciled with building on a wildlife corridor, negatively impacting wetlands and the nearby Twin Lakes Open Space, and paving over habitat for at-risk species?

Thanks,

Matt

Dear Twin Lakes Stakeholder Group (TLSG),

I have a question for Glen Segrue from the Boulder Valley School District (BVSD).

Glen mentioned during the 2nd TLSG meeting [on April 27, 2016](#) that the school district has been looking into finding affordable housing for teachers in the BVSD for about 20 years. So my question is why did they sell the Washington School site to a private developer and the Palo Park site to the city (which in turn sold it to Boulder Housing Partners)? Both of these sites would have been great opportunities for providing deed restricted condos/homes for teachers in the district. These could have been built by Habitat for Humanity. Now they are looking at the Twin Lakes site. If this site is sold to Boulder Housing Partners how can the school district ensure that all (or at least most) of the housing built will be for school district teachers and employees? When I asked Willa and Ian about how many teachers and police officers were in their housing units they informed me that they do not collate that data. Although, I believe it should not be too hard to obtain. Also, the housing authorities, both Boulder County Housing Authority and Boulder Housing Partners, are federal programs. They fall under the fair housing laws and also their units are open to all U.S. citizens from any state. There are residents in these units that have moved into them from out of town as well as out of state. The housing authoritys have priorities for those most in need such as veterans, etc. If the BVSD property is sold to Boulder Housing Partners, how will this solve the housing situation for BVSD teachers and staff? Does BVSD plan on holding on to the site and building housing specifically for their employees?

Thank you for your time in answering my questions.

Donna George

Dear Twin Lakes Stakeholder Group (TLSG),

Boulder County bought the site at 6655 Twin Lakes Road from the Archdiocese of Denver in May of 2013 using general funds. The county did not conduct a feasibility study on the property before buying it. A Phase I Environmental Assessment was done on the property before purchase which looked into whether there was any environmental contamination on the site before purchase. No other environmental studies were done, including hydrology and wildlife studies, before purchasing the property. Also, the ~10 acre property was assessed at \$500,000.00 in 2012 just prior to the county's purchase of the land. This low cost for 10 acres was mainly due to the annexation constraints on the property. Annexation was not anticipated for many years. In October of 2015, Boulder County transferred the property to Boulder County Housing Authority without any prior public hearing. I requested during Boulder County Commissioners' meetings that this property not be transferred to Boulder County Housing Authority (BCHA) until all potential uses of the property are looked into, such as Open Space, for the benefit of the Gunbarrel community. The property was transferred anyway without any public outreach or hearing. Now, we are heading into the 4th TLSG meeting and the discussion is to be about density on the sites. I find this discussion premature, as we don't even know if it is feasible to build anything on these sites especially concerning the hydrology of the area. The expense to city/county taxpayers in developing these sites also needs to be considered. The council motion concerning Boulder Valley Comprehensive Plan Requests #35 and #36 states: "Jointly formulate recommendations for areas of expertise and selection of experts to inform the desired land use patterns for the area. The areas for study should include the suitability for urban development, desired land use patterns, and environmental constraints." This is the first step in the TLSG process. I do not see where this has been done yet. Many detailed studies need to be done on these properties before any consideration of development on them occurs. My house backs up to the 6655 Twin Lakes Road property. I have had flooding in my backyard each year since the 2013 flooding event. The water table is high in the Twin Lakes area. So far I have been fortunate to not have any flooding in my house, although many surrounding neighbors have. What will happen to the hydrology of the area if these fields are built on with impervious surfaces causing the water that would normally be absorbed by the soils to be dispersed elsewhere. Will my house then flood? Why was this property chosen over other possibilities for developing public housing units for BCHA? A low price tag is not good enough reason. There must have been other more appropriate sites that are closer to the amenities the residents will need and that do not have the environmental constraints of this site. The City of Boulder owns both the Pollard Site and the Boulder Community Hospital (BCH) site. Both of these sites are much better choices and are already in dense urban areas close to transit. There would be no need for annexing over Open Space and urbanizing a rural residential area. Both Boulder Housing Partners and Boulder County Housing Authority can work together in developing public housing on the Pollard and BCH sites.

I will bring to this next meeting my suggestions for density/development on the Twin Lakes properties but it is with trepidation. Many residents in the area as well as Twin Lakes Action Group put in requests for a land use designation change to Open Space for these parcels. These requests need to be given the same amount of study and consideration as the request for mixed density residential put forth by BCHA and BVSD. The environmental benefits of leaving these fields undeveloped as well as the environmental consequences of developing them need to be studied and considered before any development of these

properties is assumed to proceed.

Sincerely,

Donna George

Dear Mr. Segrue,

In an article published [on 3/30/2011](#) in the Longmont Times-Call, it was reported that a 10-acre parcel of undeveloped land at Stearns Avenue and Glenmoor Road east of Boulder, belonging to the Boulder Valley School District, was being prepared for an eventual sale by adding sewer and water lines.

http://www.timescall.com/ci_17737312

That parcel backs up to a small Boulder County residential neighborhood. The property was dedicated to Boulder Valley School District as a school site when this neighborhood was built back in the 1960s.

The article indicated BVSD wished to sell this property for the highest market value rate they could get.

The same article further states:

"After several years of selling unwanted properties, this is one of the district's last properties to be sold, [Joe Sleeper, BVSD's assistant superintendent of operations] said. The district also has sold Washington Elementary School to a developer and an 8.9-acre property in Lafayette to Peak to Peak Charter School.

Other unsold and unwanted properties include a piece of land in the Twin Lakes area that would need to be annexed for it to be of any value and a two-acre property in Gilpin County."

The piece of "unsold and unwanted" land in Twin Lakes is the very BVSD-owned parcel being discussed in these talks. BVSD now claims they want very much to develop this previously unwanted land into teacher housing, once they get a new land use designation and annexation.

My question to you Mr. Segrue, is: How did the BVSD-owned Twin Lakes property go from being unwanted land as cited in this article, to suddenly being a highly-valued piece of land that BVSD is fighting to develop?

Does it have anything to do with the fact that the fair market value of your 10-acre parcel will perhaps quadruple or more if annexation is

achieved?

Thank you,

Susan Lambert

[303-530-7151](tel:303-530-7151)

Public question for Susan Richstone:

Susan said that if anyone submits a request regarding a land-use designation that it will receive consideration.

[On Sept. 30, 2015](#), TLAG submitted a formal request letter to the Boulder County Commissioners to review the Boulder County property at 6655 Twin Lakes Road purchased with public funds for public use as Open Space before selling the property to the Boulder County Housing Authority. The Boulder County Commissioners quickly deeded the property to BCHA the very next day at a meeting with no public comment allowed. The Commissioners never ever responded to this formal request letter by TLAG and in emails received by CORA request, it was revealed that TLAG's formal request letter was intentionally ignored. What do you say to that about every citizen's request regarding a land-use designation receiving consideration?

Dinah McKay
dinah.mckay@colorado.edu

Questions for City and County planning staff:

1. Other than the need for Affordable housing in general in Boulder, I would like to know why the City and County staff think that the Twin lakes site, which is in a hydrologically and ecologically sensitive area is such a great place to develop for Affordable housing compared to a location closer to transportation, services and jobs.

2. If affordable housing (AH) is really an important goal of the City and County, how come they are not actively working to change the laws that currently allow developers cash-in-lieu of providing AH in areas that will truly serve those needing it? Gunbarrel Center is a perfect example of a bungled opportunity, does it make sense to create an even bigger mistake by putting hundreds of affordable housing units in one area poorly serviced by public transportation?

3. 80% of the population that BCHA serves has an Area Median Income of 0-30%, does it make sense to ghettoize hundreds of people to one area? Do you think these residents will be happily welcomed if the development causes area homes to be flooded? As an already vulnerable and disenfranchised person, how will these neighborhood interactions affect these people? How do the planners feel about creating this sort of environment / atmosphere in the Twin Lakes neighborhood?