TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

September 10, 2025
6:00 PM

9900 Park Avenue, Firestone, CO 80504

Board of Trustees Regular Meetings can be viewed live online at www.firestoneco.gov/Agendas

PRE-MEETING WORK SESSION 5:30 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR MEETING AGENDA

REGULAR MEETING 6:00 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)

5. **Consent Agenda**

   a. Approval of August 27, 2025 Board of Trustees Regular Meeting Minutes

   b. **Resolution 25-97:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR A HOUSING REHABILITATION PROGRAM

6. **Land Development**

   a. Regional Housing Needs Assessment Review

7. **Discussion/Action**

   a. **Resolution 25-96:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AND AUTHORIZING THE EXECUTION OF A PRE-DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE, CARD ASSOCIATES ATHLETIC FACILITIES, LLC, AND UNITED SOCCER LEAGUE, LLC

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

8. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

9. Reports

a. Staff

b. Mayor

c. Trustees

10. Executive Session

a. *An executive session pursuant to C.R.S. 24-6-402 (4) (b) and C.R.S. Section 24-6-402(4)(e)(I), to receive legal advice from Special Counsel and Town Counsel on pending litigation regarding Central Weld County Water District services as well as to determine positions and to develop strategy accordingly.*

11. Adjournment

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.a **Consent Agenda** **Meeting Date:** September 10, 2025 **Initiated By:** **Department:** Town Clerk

AGENDA ITEM
Approval of August 27, 2025 Board of Trustees Regular Meeting Minutes

RECOMMENDATION

APPROVAL/DENIAL OPTIONS

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
N/A

ATTACHMENTS
1. August 27, 2025 Board of Trustees Regular Meeting Minutes

TOWN OF FIRESTONE

Board of Trustees Regular Meeting
MINUTES
August 27, 2025

1. Call to Order & Roll Call

The Board of Trustees of the Town of Firestone met for a Regular Meeting on August 27, 2025, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Conyac called the meeting to order at 6:00 pm.

The following were present upon the call of the roll:

Mayor: Don Conyac, Jr.
Mayor Pro-tem: Frank A. Jimenez
Trustees: Ray Byrd
Matt Holcomb
Lorna Morton
Sean Doherty

2. Pledge of Allegiance

Mayor Conyac led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Byrd, to Approve the Agenda. All in Favor, **Motion carried**.

4. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

Becky Duckworth, a Firestone resident, provided public comment regarding illegal fireworks in Firestone. She also provided public comment regarding Resolution 25-94.

Elizabeth Hood, a Fort Lupton resident, provided public comment regarding the Town of Firestone police officers.

5. Consent Agenda

Motion by Trustee Morton, **second** by Trustee Doherty, to Approve the Consent Agenda
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

a. Approval of August 13, 2025 Board of Trustees Regular Meeting Minutes

b. **Resolution 25-92:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, EXTENDING THE APPROVAL OF THE FIRELIGHT PARK FILING NO. 1 FINAL PLAT

c. **Resolution 25-93:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL MINOR SUBDIVISION PLAT AND ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR BROOKS FARM SECOND SUBDIVISION

6. Presentation

a. CACP Accreditation Presentation

7. Discussion/Action

a. **Resolution 25-91:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

Motion by Mayor Pro Jimenez, **second** by Trustee Byrd, to Approve **Resolution 25-91:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF THE TOWN OF FIRESTONE PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

b. **Resolution 25-94:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED BOARD OF TRUSTEES RULES OF PROCEDURE

Motion by Trustee Byrd, **second** by Trustee Doherty, to Approve **Resolution 25-94:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING THE AMENDED BOARD OF TRUSTEES RULES OF PROCEDURE
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd,

Trustee Doherty
No: None
Abstain: None
Motion carried.

c. **<u>Resolution 25-95</u>**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A NON-EXCLUSIVE MASTER RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LIGHTGIG COMMUNICATIONS, LLC FOR THE INSTALLATION AND OPERATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN-CONTROLLED RIGHTS-OF-WAY

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Morton, to Approve **<u>Resolution 25-95</u>**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A NON-EXCLUSIVE MASTER RIGHT-OF-WAY USE AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND LIGHTGIG COMMUNICATIONS, LLC FOR THE INSTALLATION AND OPERATION OF FIBER OPTIC NETWORK EQUIPMENT IN TOWN-CONTROLLED RIGHTS-OF-WAY
Roll Call Vote:
Yes: Mayor Pro Tem Jimenez, Trustee Holcomb, Trustee Morton, Trustee Byrd, Trustee Doherty
No: None
Abstain: None
Motion carried.

d. Q&A - Resident Questions & Board Responses

8. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

There was no one present to provide public comment.

9. Reports

a. Staff

9.a.i. 2nd Quarter Financial Report

b. Mayor

Mayor Conyac reported on being misinformed.

c. Trustees

Mayor Pro Tem Jimenez reported on the Central Weld Water District.

Trustee Byrd reported on the Barefoot Lakes town meeting.

Trustee Morton reported on her attendance at the ribbon-cutting for Bridget's Village in

Frederick.

10. Adjournment

Motion by Trustee Byrd, **second** by Mayor Pro Tem Jimenez, to Adjourn. All in Favor, **Motion carried**.

Introduced and Approved the __________Day of __________, 2025.

TOWN OF FIRESTONE, COLORADO

ATTEST

Don Conyac, Jr., Mayor

Miriam Granados Luna, CMC,
Town Clerk

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 5.b **Consent Agenda** **Meeting Date:** September 10, 2025 **Initiated By:** Ivy Pitts **Department:** Administration

AGENDA ITEM

Resolution 25-97: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR A HOUSING REHABILITATION PROGRAM

RECOMMENDATION

Staff recommends approval of the resolution.

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution.
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

The proposed resolution approves a subrecipient agreement with Weld County, granting the Town $105,000 of Community Development Block Grant (CDBG) funding. The funding will allow the Town to execute a Housing Rehabilitation Program for low- to moderate-income households in Firestone.

The Town will partner with Brothers Redevelopment Inc. to process applications, prepare required documentation, and oversee contracted repair and improvement work.

The Town was awarded CDBG funding in 2022 to implement a Housing Rehabilitation Program. With the initial funding, the Town was able to fund projects for 15 households with that initial funding. The current grant will provide funding for seven additional households.

FINANCIAL CONSIDERATIONS

The Town will be reimbursed $105,000 for expenditures related to the Housing Rehabilitation Program.

HISTORY AND PREVIOUS BOARD ACTION

The Town submitted an application to Weld County for Community Development Block Grant funding in December 2024 and was awarded the allocation of $105,000 by the Weld County Board of Commissioners on July 23, 2025, based on the recommendation of the Weld County Community Development Block Grant Advisory Committee.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Maintain a Safe, Clean & Beautiful Town

ATTACHMENTS

1. Reso 25-97_CDBG Subrecipient Agreement_Home Rehab Program
2. #25-3 Weld County CDBG Subrecipient Agreement
3. 7.23.25 CDBG Firestone Award Ltr

RESOLUTION NO. 25-97

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SUBRECIPIENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND WELD COUNTY FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR A HOUSING REHABILITATION PROGRAM

WHEREAS, Weld County and the Town of Firestone ("Town") have entered into an Intergovernmental Cooperation Agreement, which qualified Weld County as an urban county and entitled the parties to receive Community Development Block Grant ("CDBG") funds to conduct and administer housing and community development activities and projects; and

WHEREAS**,** Weld County has applied for and received CDBG funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974 as amended (HCD Act); and

WHEREAS, Weld County shall disburse HCD Act funds to the Town subject to a Subrecipient Agreement by which the Town will administer a Housing Rehabilitation Program which will provide home repairs and maintenance for low to moderate income residents; and

WHEREAS the Town's Board of Trustees finds that such program is of benefit to the health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Subrecipient Agreement between the Town of Firestone and Weld County for use of Weld County Community Development Block Grant HCD Act funds is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Subrecipient Agreement on behalf of the Town of Firestone.

INTRODUCED, READ AND ADOPTED this __ day of ____________, 2025.

TOWN OF FIRESTONE, COLORADO

____
Don Conyac Jr, Mayor

ATTEST:

____
Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

SUBRECIPIENT AGREEMENT

FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT entered this _____ day of ___________, 20__, by and between the Weld County Community Development Block Program (herein called the "Grantee") and Town of Firestone herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;
.

WHEREAS, the Grantee and Subrecipient have an executed Cooperation Agreement;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible to provide the following activity(ies): to implement at Single-Family Housing Rehabilitation Program to meet the National Objective of Benefit to Low and Moderate-Income Persons. The Subrecipient will be responsible for administering the Community Development Block Grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

Program Delivery

Activity #1 The Subrecipient, Town of Firestone will be responsible for administering a CDBG-funded Single-Family Housing Rehabilitation Program consisting of minor home repairs and/or maintenance on single-family, owner-occupied residences of low and moderate- income residents of the Town of Firestone. Improvements addressing health and safety issues will be a priority then code violations and maintenance to follow and be carried out by appropriately licensed and insured contractors.

General Administration

The Town will be responsible for the general administration and monitoring of the work performed to include the following:

Application intake and income qualification based on current HUD AMI limits for Weld County. Subrecipient to collect all required support documentation from the applicant to make a determination of eligibility.

Preparation of a Tier 2 Environmental Review Statutory Checklist for each property considered for assistance. Tier 2 checklists to be submitted to Weld County CDBG Program staff for review and approval prior to the commitment of funds for each property.

Documentation of inspections to determine the adequacy and expected system life of major building components required per household upon approved application. Use of appropriately certified testing agencies to sample for hazardous building materials when required.

Documentation of all program activities in well-organized project files made available to the Weld County CDBG Program for monitoring.

Preparation and submittal of pay requests for reimbursement for program activities. Pay requests to include contractor invoices and any other documentation deemed necessary by the Weld County CDBG Program to determine the eligibility of costs requested for reimbursement.

Preparation and submittal of reports detailing accomplishments, demographic and income data for all program participants.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objective of Benefit to Low and Moderate-Income Persons through the rehabilitation of single-family, owner-occupied residences of low and moderate-income persons to increase affordable, accessible housing choices. Benefit type: LMH

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services: complete minor rehabilitation projects on seven (7) qualifying residences within the Town of Firestone under this program.

Activity	Units per Month	Total Units
Activity #1	One (1)	Seven (7)

Activity #1 Units of Service are the number of single-family residences rehabilitated.

D. Staffing

Ivy Pitts, Administrative Operations Manager, Town of Firestone will serve as Project Manager. Jason McCullough, Director of Home Modifications and Repairs, Brothers Redevelopment, Inc. will assist.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time **(30 days)** after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date of Notice to Proceed and end on August 31, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount:
Weld County CDBG Grant	$105,000
Firestone In-Kind Match (Program Admin)	$21,000
Total Program Cost	$126,00
Program Administration (Firestone Staff)	$21,000
Hazardous Materials Testing & ER	$7,665
Rehab Costs – Materials	$55,335
Rehab Costs – Labor	$42,000
TOTAL	$ 126,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $105,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

For construction activities: Draw requests can be submitted no more frequently than at the following points in the work: 25% draw request when work is 35% complete; 50% draw request when work is 60% complete; 75% draw request when work is 85% complete; to reach 90% draw when work is 100% complete; remaining 10% when all lien waivers and completion reports have been submitted as required. Lien waivers are required before the final payment and certified payrolls are required at every stage of the draw schedule, if Davis Bacon requirements are in force.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Subrecipient
Cheryl Pattelli	Don Conyac Jr
Chief Financial Officer	Mayor
1150 O Street	9950 Park Ave.
Greeley, CO 80632	Firestone, CO 80504
cpattelli@weld.gov	dconyac@firestoneco.gov
(970) 400-4451	(303) 833-3291

VI. SPECIAL CONDITIONS

All projects regardless of scope, require an environmental review. Reviews will be completed by the County prior to issuing a notice to proceed.

If the subrecipient wishes to extend the time given for project completion, they will need to notify the Weld County CDBG Program in writing forty-five (45) days in advance unless due to unforeseen circumstances. Weld County CDBG staff may extend the time of performance of this subrecipient agreement up to 90 days without prior approval from the Weld County Board of Commissioners.

Progress reports will be due quarterly April 30th, July 31st, October 31st and January 31st for the preceding quarter. In addition, a progress report must accompany each draw request detailing the progress made/activities completed with the funds being requested for reimbursement.

[This section of the Agreement can be used by Grantee to include special conditions specific to the particular activity or individual Subrecipient.]

VII. GENERAL CONDITIONS

(Note: Links to the Code of Federal Regulations [CFR] may be accessed through links provided in the agreement, provided as a convenience to the Subrecipient. It is, however, the Subrecipient's responsibility to ensure the links are the most current one available)

Code of Federal Regulations
https://www.govinfo.gov/app/collection/cfr/

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants

(CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 2 CFR.200; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this

Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

No indirect costs can be charged to this project.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based on information submitted by the Subrecipient and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred and paid for by the Subrecipient. Requests for payment by the Subrecipient must include copies of invoices for which reimbursement is being requested, and a copy(ies) of Subrecipient’s check for payment of the invoices. Additionally, the Progress/Inspection Report should be submitted with activity progress noted for the period for which reimbursement is being requested. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the procedures delineated at 2 CFR 200.317-327 when procuring all materials, property, and/or services (including the purchase of equipment) under this agreement. It is the Subrecipient's responsibility to be familiar with the procedures for each level of procurement and to request technical assistance. The Subrecipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Subrecipient shall, to the greatest extent feasible, reach out through advertising, phone or email notice, or other means, and solicit bids from, Section 3 business concerns, women-owned businesses, and minority-owned businesses.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five(5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current

fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Subrecipient shall follow Grantee's Affirmative Action Policy.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. <u>Conduct</u>

1. <u>Assignability</u>

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. <u>Subcontracts</u>

a. <u>Approvals</u>

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. <u>Monitoring</u>

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. <u>Content</u>

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. <u>Selection Process</u>

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. <u>Hatch Act</u>

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. <u>Conflict of Interest</u>

The Subrecipient agrees to abide by the provisions of 2 CFR 200.317-327 and 24 CFR 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq*.
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:	FIRESTONE, COLORADO
BY: ______________________________	BY: ______________________________
Miriam Luna, Town Clerk	Don Conyac Jr, Mayor
ATTEST: _________________________	BOARD OF COUNTY COMMISSIONERS
Weld County Clerk to the Board	WELD COUNTY, COLORADO
BY: _____________________________	BY: ____________________________________
Deputy Clerk to the Board	Perry L Buck, Chair

OFFICE OF THE BOARD OF COMMISSIONERS
(970) 400-4200
1150 O St., P.O. Box 758
Greeley, CO 80632

July 23, 2025

Mayor Don Conyac
Town of Firestone
9950 Park Ave.
Firestone, CO 80504

Dear Mayor Conyac,

Congratulations! The Town of Firestone is being awarded a Weld County CDBG Program grant in the amount of $105,000 to continue a Housing Rehabilitation Program in partnership with Brothers Redevelopment, Inc. for the benefit of its low and moderate-income residents. The grant funds will be used for minor repair and rehabilitation of the owner-occupied, single-family residences of low and moderate-income residents to address health and safety issues, code violations and maintenance.

The Weld County Board of County Commissioners have set the priorities for the Weld CDBG Program as public improvements, access to public services and housing preservation. The Program is designed to provide funding to address community development needs which principally benefit low and moderate-income persons. This project meets the program goal(s) by furthering housing preservation through the rehabilitation of existing housing owned and occupied by low- and moderate-income persons.

All projects require some level of environmental review which could delay start of the project. The Town of Firestone, as subrecipient, **CANNOT** begin to incur either administrative or program costs associated with the project until an environmental review has been completed and a subrecipient agreement with the Weld County CDBG Program is fully and properly executed. Please contact Cynthia Martin, Senior CDBG Analyst, at (970) 537-1769 at your earliest convenience to initiate contracting procedures.

We as a board are excited to help these projects happen and see what new life is breathed into these communities when they're completed.

Sincerely,

Perry L. Buck
Chair, Weld County Board of Commissioners

C: AJ Krieger, Town Manager, Firestone
Ivy Pitts, Administrative Operations Manager, Firestone
Cheryl Pattelli, Chief Financial Officer, Weld County

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 6.a **Land Development** **Meeting Date:** September 10, 2025 **Initiated By:** Todd Bjerkaas **Department:** Planning & Development

AGENDA ITEM
Regional Housing Needs Assessment Review

RECOMMENDATION
N/A

APPROVAL/DENIAL OPTIONS

1) Provide comments to DRCOG following review of the Regional Housing Needs Assessment; or,
2) Respond with "No Comments" to DRCOG following review of the Regional Housing Needs Assessment; or,
3) Provide no response and select the alternative requirement of the Town of Firestone completing its own local housing needs assessment by December 31, 2026.

SUMMARY
In May of 2024, the State of Colorado passed Senate Bill 24-174 also known as the Sustainable Affordable Housing Assistance Act. SB-174 requires local governments to conduct a housing needs assessment that conforms to DOLA methodologies by December 31, 2026. A Local governments is exempt from the requirement to conduct its own local housing needs assessment if it participates in a regional housing needs assessment that complies with Colorado Department of Local Affairs (DOLA) methodologies.

The Denver Regional Council of Governments (DRCOG) submitted the included Regional Housing Needs Assessment to DOLA in December of 2024, and DOLA determined the assessment was in substantial conformity with the Senate Bill and gave it full and final approval. As a result, the Town of Firestone may claim this exemption by reviewing the Regional Housing Needs Assessment at a public meeting and providing DRCOG comments within a 60-day review period (ending September 12, 2025).

The alternative for local governments to comply with state law is to provide no response during this review period and conduct and publish its own local housing needs assessment in conformance with DOLA methodologies by December 31, 2026.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION
N/A

BOARD STRATEGIC PLAN IMPACT
✓ This agenda item furthers the Board of Trustees' strategic goal:
- Design and Promote Livable Neighborhoods & Homes

ATTACHMENTS
1. Regional Housing Needs Assessment

ECOnorthwest

July 2024

Regional Housing Needs Assessment

Denver Regional Council of Governments

Prepared for: Denver Regional Council of Governments (DRCOG)

ECOnorthwest

222 SW Columbia Street • Suite 1600 • Portland, OR 97201 • 503-222-6060

Acknowledgments

ECOnorthwest prepared this report with support from, guidance and input of several partners, including staff, and leadership of the Denver Regional Council of Governments (DRCOG), Community Planning Collaborative and MIG. We are especially grateful to participants in the project Advisory Group composed of representatives from DRCOG member governments, state agencies, environmental advocacy groups transportation planning professionals, private housing developers, mission driven housing developers, housing finance professionals, consultant land use attorneys, nonprofit housing advocates, economists and data scientists.

That assistance notwithstanding, ECOnorthwest is responsible for the content of this report. The staff at ECOnorthwest prepared this report based on their general knowledge of the economics of housing and regional economies. ECOnorthwest also relied on information derived from government agencies, private statistical services, the reports of others, interviews of individuals, or other sources believed to be reliable. ECOnorthwest has not independently verified the accuracy of all such information and makes no representation regarding its accuracy or completeness. Any statements nonfactual in nature constitute the authors' current opinions, which may change as more information becomes available.

ECOnorthwest

- Tyler Bump
- Lee Ann Ryan
- Justin Sherrill
- Amanda Ufheil-Somers

Community Planning Collaborative

- David Driskell
- Micah Epstein

MIG

- Mark De La Torre
- Avery Wolfe

DRCOG

- Sheila Lynch
- Kris Valdez
- Andy Taylor
- Emily Daucher
- Zachary Feldman
- Nora Kern
- Emily Lindsey
- Dillon McBride
- Corey McGinnis

Preparation of this report has been financed in part through federal grants from the United States Department of Transportation, Federal Highway Administration, Federal Transit Administration and the Colorado Department of Local Affairs.

For more information about this report please contact:

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Table of Contents

Executive Summary

Denver's past and future growth requires more housing

The Denver region has experienced rapid growth in recent years, with a 17 percent increase in residents since 2010 and a 33 percent increase in jobs. Many of the region's 3.4 million residents struggle to find affordable and accessible housing in their location of choice as home prices and rents have increased far faster than incomes.

The Regional Housing Needs Assessment provided the opportunity for local governments, non-profits, industry representatives and other organizations involved in housing preservation and production across the Denver region to better understand the scope, scale, and nature of housing issues in the region. The Denver region while interconnected through jobs and transportation, has historically approached housing policy at the town, city, and county level.

Addressing the regional housing needs will require greater coordination across local jurisdictions as many of the barriers are too complex and broader than one local community can take on alone and there is tremendous opportunity to more efficient address barriers collaboratively.

➢ Overview

The region needs to build 511,000 units by 2050 to meet current and future housing needs.

Despite periodic building booms, the region has not produced enough housing to keep pace with population and job growth.

Much of the new housing in the region does not support the diversity of housing needs across all income levels and household types.

Diverse factors create barriers to housing production.

A regional housing strategy is critical to coordinate efforts across sectors and align housing development with broader regional goals for transportation and economic development.

Measuring regional housing need

DRCOG conducted this Regional Housing Needs Assessment to establish an objective, data-driven understanding of the baseline housing need for both the current and future population.

Using a methodology shaped by best practices and the guidance of a local Advisory Group, the Regional Housing Needs Assessment estimates that 511,000 units are needed across the region by 2050 to meet both the needs of the current population and to accommodate projected population growth and changing demographics. Just over 300,000 of these housing units will need to be affordable to households earning 60 percent or less of the median income. Older adults will make up a greater share of the population, shaping trends around housing needs, such as income and mobility.

Understanding barriers to housing production

The barriers to producing more housing—and at a higher rate than past trends— vary significantly depending on the unique characteristics of each community and evolve over time in response to changing circumstances. The interplay between factors such as market conditions, the regulatory environment, infrastructure availability, community consensus, and financial resources can hinder the delivery of new housing. These barriers are especially challenging to creating housing affordable at low and moderate incomes—either by preventing them from moving forward altogether or by resulting in the development of fewer units than what might be allowed or desired under current conditions.

Moving toward a regional housing strategy

Addressing regional issues requires regional partnership. Many stakeholders in the region, including DRCOG's member governments, have long identified the need for coordinating regional housing efforts to address the overall housing supply and affordability challenges. Local communities, however, often struggle with access to consistent and reliable data, or staff capacity, to develop and implement strategic and effective housing policy.

A regional strategy is intended to foster shared understanding, collaboration, and actions to help member governments, in partnership with other stakeholders, make progress toward addressing the region's housing needs. As part of this Regional Housing Needs Assessment, DRCOG collaborated with public and private sector partners across the region to develop a framework that will serve as the foundation for creating a regional housing strategy starting in late 2024. By working collaboratively to develop a comprehensive regional housing strategy and integrate it with other key planning efforts, DRCOG and its partners can take a significant step toward fostering more equitable, resilient, and livable communities for all residents of the Denver region. The Regional Housing Needs Assessment aims to provide a thorough analysis of housing needs and to develop a better understanding of barriers related to housing production, creating a strong foundation for developing the regional housing strategy. The forthcoming regional housing strategy will build upon the findings and insights presented in this report.

1. Introduction and context

The Denver region has experienced substantial growth over the last decade. Since 2010, the population has increased by 17 percent to 3.4 million residents, while the number of jobs increased by 33 percent. However, housing production has failed to keep pace with population growth. As vacancy rates hit historic lows, home prices and rents have soared. The median home sale price in Denver reached $550,000 as of December 2023, increasing by 180 percent over the last decade while incomes increased by 55 percent during the same period.[1] Home sale prices and rents are out of reach for median income earners, and over 51 percent of renters cost-burdened across the region.[2] Moreover, the most recent Point-in-Time count showed the highest number of unsheltered homeless people in the region since 2008.[3,4] These trends grow more acute within local communities, particularly when disaggregated by race, income, age, and other demographic factors, exacerbating issues of housing access, displacement, and inequity.

Housing markets are regional

People make choices about where to live based on access to jobs, affordability, schools, amenities, childcare and other factors that often transcend jurisdictional boundaries. Despite this shared regional market, housing policy and planning in the Denver region has primarily occurred at the town, city or county level, resulting in fragmented efforts that have struggled to adequately account for and address regional dynamics that shape housing demand, supply, and ultimately, affordability. Greater efforts for coordinated policy and planning are needed to better address housing barriers that local communities cannot take on alone.

DRCOG supports regional planning and coordination

The Denver Regional Council of Governments (DRCOG) is a planning organization in which local governments collaborate to set policies, guidelines, and funding priorities across key areas including transportation, growth and development, aging, and disability resources. DRCOG's member governments include 9 counties and 49 cities and towns as shown in Exhibit 1. Representatives from these governments work together to make life better for those who call the region home.

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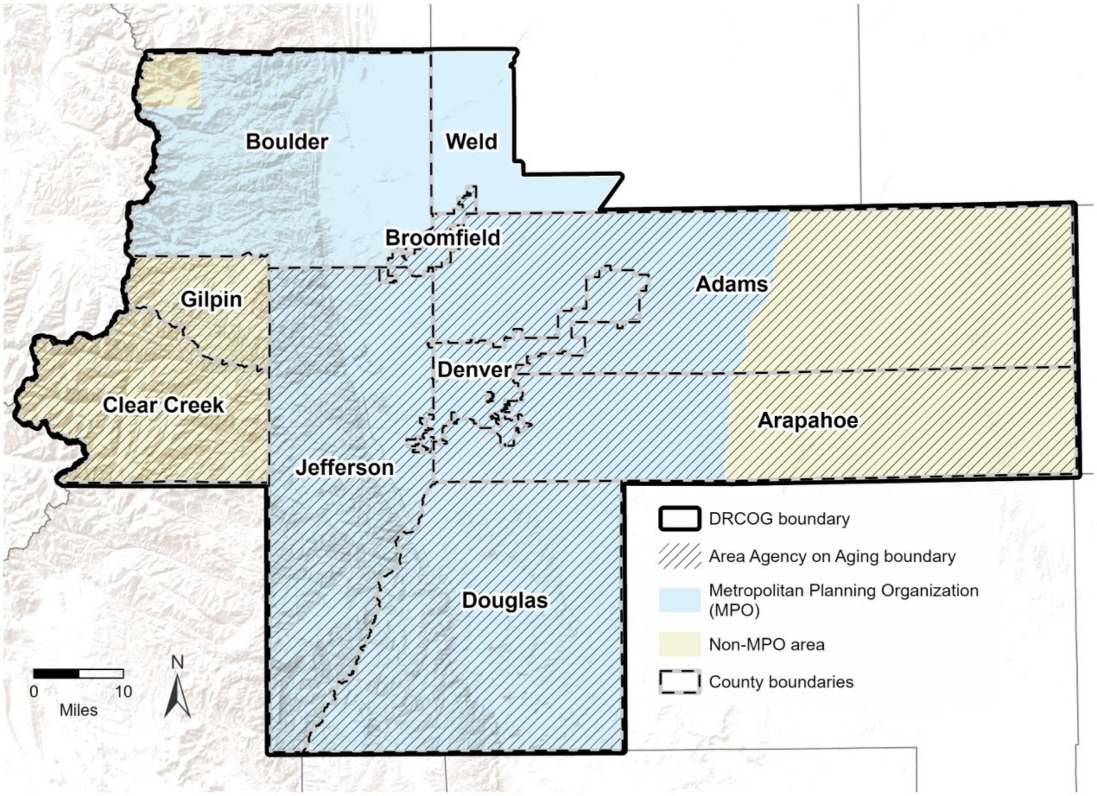
[1] Redfin; Zillow, 2023
[2] Denver County Median Family Income 2023
[3] Metro Denver Homelessness Initiative
[4] Point-In-Time Count is an annual survey conducted in the United States to assess homelessness. The Point-In-Time Count serves as a snapshot of homelessness in a community by providing an estimate of the overall scope of homelessness on a single night. It includes both sheltered (those in emergency shelters and transitional housing) and unsheltered (those without shelter) populations.

Exhibit 1: DRCOG Planning Area



Source: DRCOG

In 2017, DRCOG adopted Metro Vision, which is the long-range plan for growth and development across the Denver region. The plan provides guidance and coordination between counties and municipalities on regional land use, transportation, and a variety of other government policies. It is centered around promoting sustainable, managed growth for the Denver region, with implementation occurring through local initiatives aligned with Metro Vision's overall framework. The plan recognizes that many of the effects associated with growth—such as traffic, air quality and housing costs—cross jurisdictional boundaries and local governments must work collaboratively to address them.

REGIONAL PLANNING PROCESS

New Role for Housing in Transportation Planning

In 2021, the federal Infrastructure Investment and Jobs Act amended the scope of the metropolitan transportation planning process, related to the factors a Metropolitan Planning Organization must consider, adding *housing*, alongside *transportation improvements*, and *state and local planning growth* and *economic development patterns*.

Metro Vision recognizes the interconnections between DRCOG's traditional planning focus on transportation, growth, and aging and disability needs with housing, economic development, community health, and resilience. One of Metro

Vision's overarching themes is "healthy, inclusive, and livable communities" with desired outcomes related to increased housing diversity to meet the needs of residents of all ages, incomes, and abilities. To this end, Metro Vision outlines specific objectives to diversify the region's housing stock, increase the regional supply of housing attainable for a variety of households, and increase opportunities for diverse housing accessible by multimodal transportation.

As the designated metropolitan planning organization for the Denver region, DRCOG is well-positioned to convene member governments and regional stakeholders, provide consistent guidance, data, and tools to help advance Metro Vision and encourage collaboration to meet the diverse housing needs across the region. This support from DRCOG allows local jurisdictions to focus on how they can influence development—by managing and encouraging new housing in ways that are consistent within a community's specific vision. Ultimately, increasing housing options relies on local policy, but regional coordination enables strategic and consistent action toward creating more equitable access and housing affordability across the Denver region.

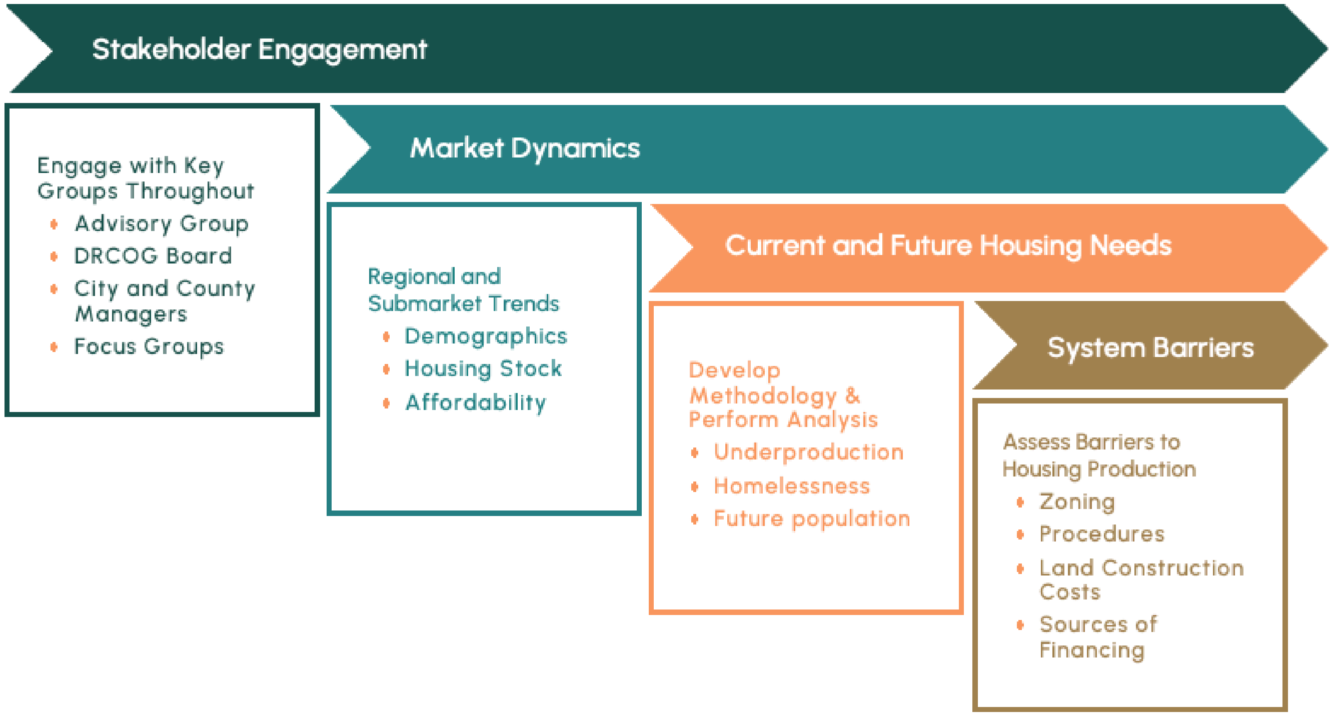
Building toward a regional strategy

DRCOG is approaching regional housing planning in two distinct pieces over the next two years. The first piece is a Regional Housing Needs Assessment, which developed a methodology and conducted an analysis to quantify housing needs across the region through 2050, as represented in Exhibit 2. This analysis helps provide a baseline understanding of the scope and scale of housing issues across the region and identifies key barriers to housing production.

Throughout the development of the Regional Housing Needs Assessment, the project team engaged key groups whose work touches on regional housing issues from different perspectives. An Advisory Group composed of representatives from local government, state agencies, housing developers, service providers, and advocates met six times throughout the project to provide feedback and guidance on the approach, methods, and key barriers to producing more needed housing in the Denver region. This group also helped establish the framework for a regional housing strategy.

In addition to the Advisory Group, the project team convened multiple focus groups and individual stakeholder meetings representing an array of interests and perspectives across approximately 200 participants. These conversations gathered critical information about municipal planning, infrastructure and utilities, the homebuilding sector, affordable housing, regional economic development, housing finance, aging services, and climate and sustainability issues. Input from this wide range of participants helped illuminate the challenges faced by public and private sector actors working to increase opportunity in the region and identify how a coordinated housing strategy could support those efforts. See Appendix A for a more detailed summary of stakeholder engagement activities.

Exhibit 2. Regional Housing Needs Assessment Process



The Regional Housing Strategy, expected to begin in late 2024, will involve working with local governments and housing partners across the region to develop a strategy to collectively address these identified housing needs.

What is a regional housing needs assessment?

Regional Housing Needs Assessments are critical tools for quantifying housing needs at a regional level. A housing needs assessment uses data on key demographic factors, housing stock characteristics, market trends, and forecasted population and job growth to understand the number of housing units an area will need to produce to meet current and future housing need over a specified planning period. With thoughtful design, these assessments offer planners and policymakers a more comprehensive and nuanced understanding of housing need for people across the income spectrum and with different household characteristics, which allows for a more targeted and effective approach to meeting diverse needs.

2. Regional housing needs

DRCOG conducted this Regional Housing Needs Assessment to establish an objective, data-driven understanding of the baseline housing need for both the current and future population. Understanding the total need and affordability gaps at all income levels will critically inform local, regional and statewide efforts to address housing need. In addition, this housing needs assessment will serve as a foundation for the development of a regional housing strategy which will articulate what we can do collectively as a region. Throughout this Regional Housing Needs Assessment development, the following guiding principles were identified by DRCOG staff, the consultant team, and the Advisory Group to inform the process.

» **This chapter summarizes DRCOG's approach, methodology, results and key findings for regional housing needs.**

- Proactively determine housing need for the region.
- Develop a data-driven approach to policy and planning.
- Maintain transparency around data sources, limitations, and methodological choices.
- Align with Metro Vision planning areas and goals.
- Align future strategy development with subregional and local needs.

Key Findings

The key findings section summarizes important takeaways about regional housing needs. Further context and discussion follow.

» **The region needs to build 511,000 units by 2050 to meet current and future housing needs. While housing is needed at all income levels, housing that is affordable to households earning less than 60 percent of Area Median Income represents the largest share. The market will not deliver this type of housing on its own, particularly at the volume needed. Government subsidies and creative partnerships with private market actors will be required to meet housing needs.**

» **Adults aged 65 and older will comprise a larger share of the population by 2050 and household sizes are shrinking. These shifts in household composition along with forecasted housing need by income category shows that jurisdictions and the region**

will need to plan for more diverse housing options for a broader range of household incomes to meet current and future housing needs.

- **The Denver region has seen booms and busts in housing production over the past several decades. Yet new housing has not kept pace with overall population growth over the same period. A steep decline in construction during the Great Recession contributes to the shortage of needed housing today. As an additional challenge, the existing housing stock does not support the diversity of housing needs across all income levels and household types.**
- **The differences in need and supply across submarkets highlight the range of housing dynamics across the region and demonstrate the need for more tailored strategy development for submarkets and the local governments within them. Opportunities to align housing with transportation access, job centers and other key factors also differ across regional submarkets and highlight the different roles they can play in meeting the region's overall housing needs.**

How to measure regional housing need

This Regional Housing Need Assessment estimates the number of households across the Denver region that will need dwelling units affordable to them between 2023 and 2050. This estimate of needed housing is created using Census data on population and housing, regional population forecasts, and other local data sources. A detailed description of the data sources and methodology used in this RHNA is included in Appendix C.

At a high level, the method used in this Regional Housing Needs Assessment has two primary components:

- **Future need:** To project future housing need, the analysis uses the State Demography Office's projected household growth for the Denver region through 2050. This household projection gets translated to housing units by factoring in a healthier vacancy rate that enables greater mobility within the housing market and across the region. This number is then compared to the current supply of housing.
- **Current need:** To estimate current need, two components must be included. Underproduction is the estimated number of housing units that are needed to provide sufficient housing to current residents that are well captured in census surveys. Homelessness need is the estimated number of housing units that are needed for those currently experiencing homelessness who are not well captured in census surveys.

Regional housing needs

The analysis shows the Denver region will need to produce just over 511,000 new housing units between 2023-2050 to address current need, driven by underproduction and people experiencing homelessness, and future need, driven by anticipated population growth. A breakdown by component of the total housing need through 2050 for the Denver Region is shown in Exhibit 3 below.

Exhibit 3: Summary of housing need by component, 2023–2050

Component	Housing units	Share
Current need	52,000	10%
Future need	458,000	90%
Total units	**511,000**	**100%**

Source: ECOnorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast; and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

Total housing need by income

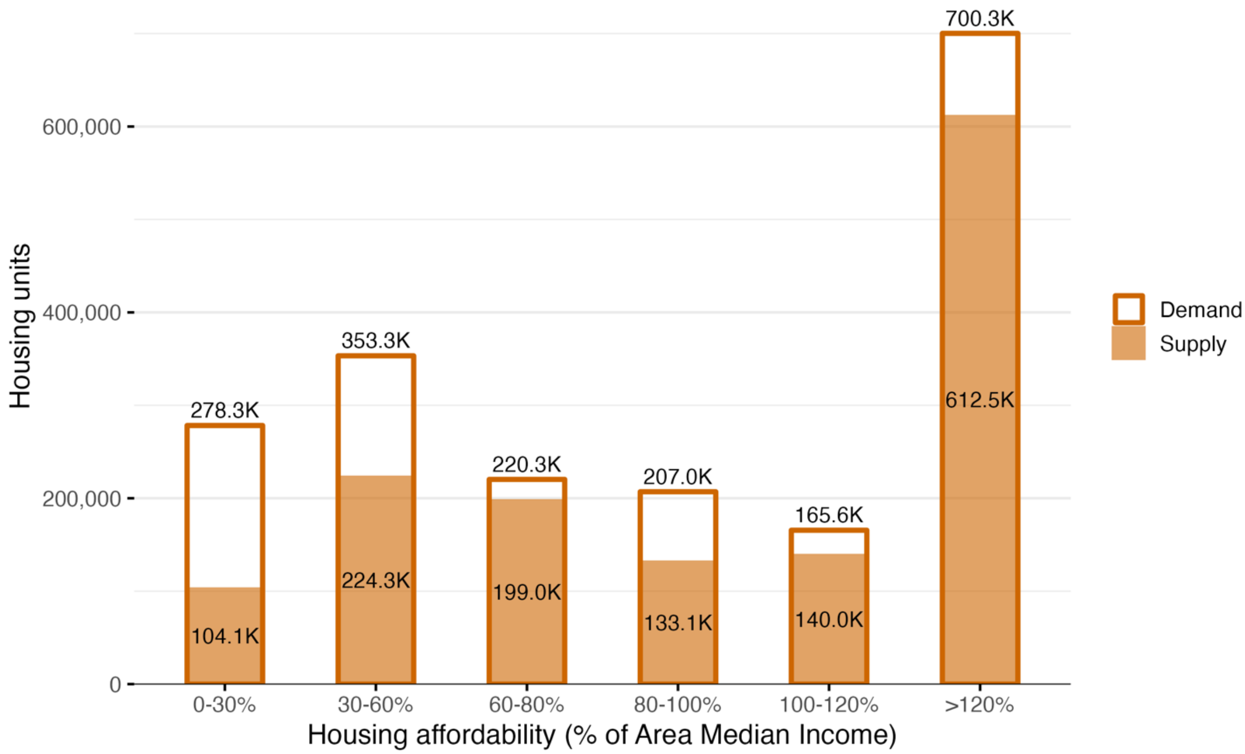
The Regional Housing Needs Assessment allocates total housing needs by 2050 based on different income levels, recognizing that households across the income spectrum need affordable housing options. Exhibit 4 shows the distribution of total needed units by Area Median Income relative to the current supply of housing affordable to households earning those incomes.[5] Exhibit 5 shows the distribution of total needed units by income and housing need component.

Housing needs for the Denver region are heavily skewed toward lower income households. An estimated 303,000 housing units for households earning 0–60 percent of the Area Median Income are needed to meet current and future demand. The private market typically fails to deliver housing affordable to these income levels, as they require a patchwork of financial subsidies to build and maintain. Housing needs are lower for households in the 60–80 percent Area Median Income range, partly due to an existing supply of housing affordable to these income levels.[6] Just over 187,000 units serving higher earning households above 80 percent of Area Median Income are also needed. The market can potentially produce housing for these income levels on its own, assuming supportive local policies are in place.

[5] According to the Department of Housing and Urban Development, housing is considered affordable for a household if their housing costs do not exceed more than 30 percent of their annual income, including additional expenses such as insurance, property tax, and utility expenses. This standard of affordability traces back to rent caps established for public housing tenants.

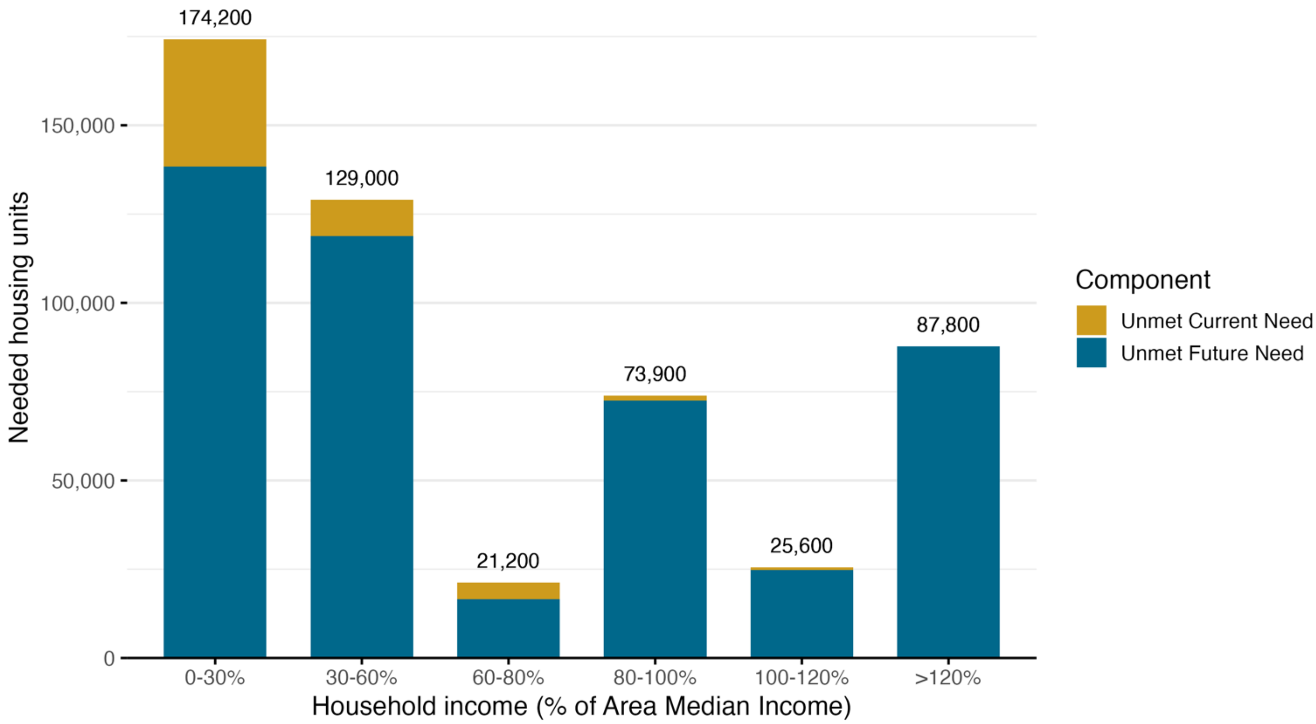
[6] While there is a relative match between the number of households at this income level and the number of housing units affordable to them, mismatches at lower and higher income levels increase the competition for moderately priced housing. As a result, many communities observe a shortage of available housing affordable to households earning between 60 and 100 percent of Area Median Income.

Exhibit 4: Housing need compared to current supply by income, 2023–2050



Source: ECOnorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

Exhibit 5. Housing need components by income, 2023–2050



Source: ECOnorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

10-year scaled estimate

The Regional Housing Needs Assessment estimates need through 2050, but this estimate can be adjusted for a shorter planning horizon to better understand the number of units needed in the near term and to align policies and strategies with current market conditions. Therefore, the analysis includes results adjusted for a 10-year horizon, out to 2032. All of current need units are included in the 10-year scaled estimate. The 10-year estimate represents 42 percent of the total need through 2050.

Over 216,000 housing units are needed in the Denver region between 2023 and 2032 to address current need, driven by underproduction and people experiencing homelessness, and future need, driven by anticipated population growth through 2032. A breakdown by component of the housing need through 2032 for the Denver region is shown in Exhibit 6 below.

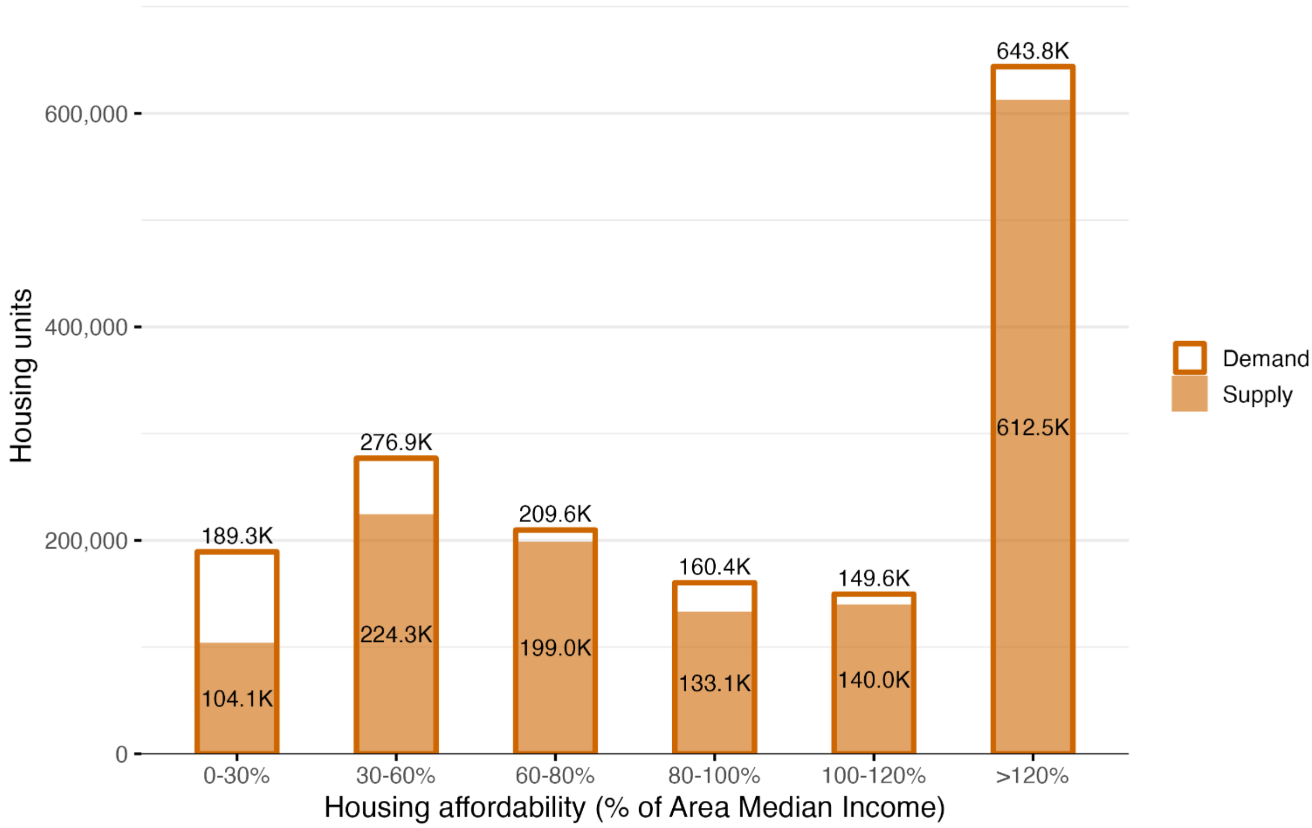
Exhibit 6: 10-Year scaled estimate of housing need

Component	Housing units	Share
Current need	52,000	24%
Future need	164,000	76%
Total units	**216,000**	**100%**

Source ECOnorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

Exhibit 7 shows the 10-year distribution of total needed units by area median income relative to the current supply of housing affordable to households earning those incomes. The distributions reflect the assumptions and methods, discussed above, that allocate all units to address homelessness and more of the units to address underproduction to the lowest income categories. Therefore, the 10-year estimate still shows the greatest need in the 0–60 percent Area Median Income categories.

Exhibit 7. 10-Year scaled estimate of housing need compared to current supply by income



Source: ECOnorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023

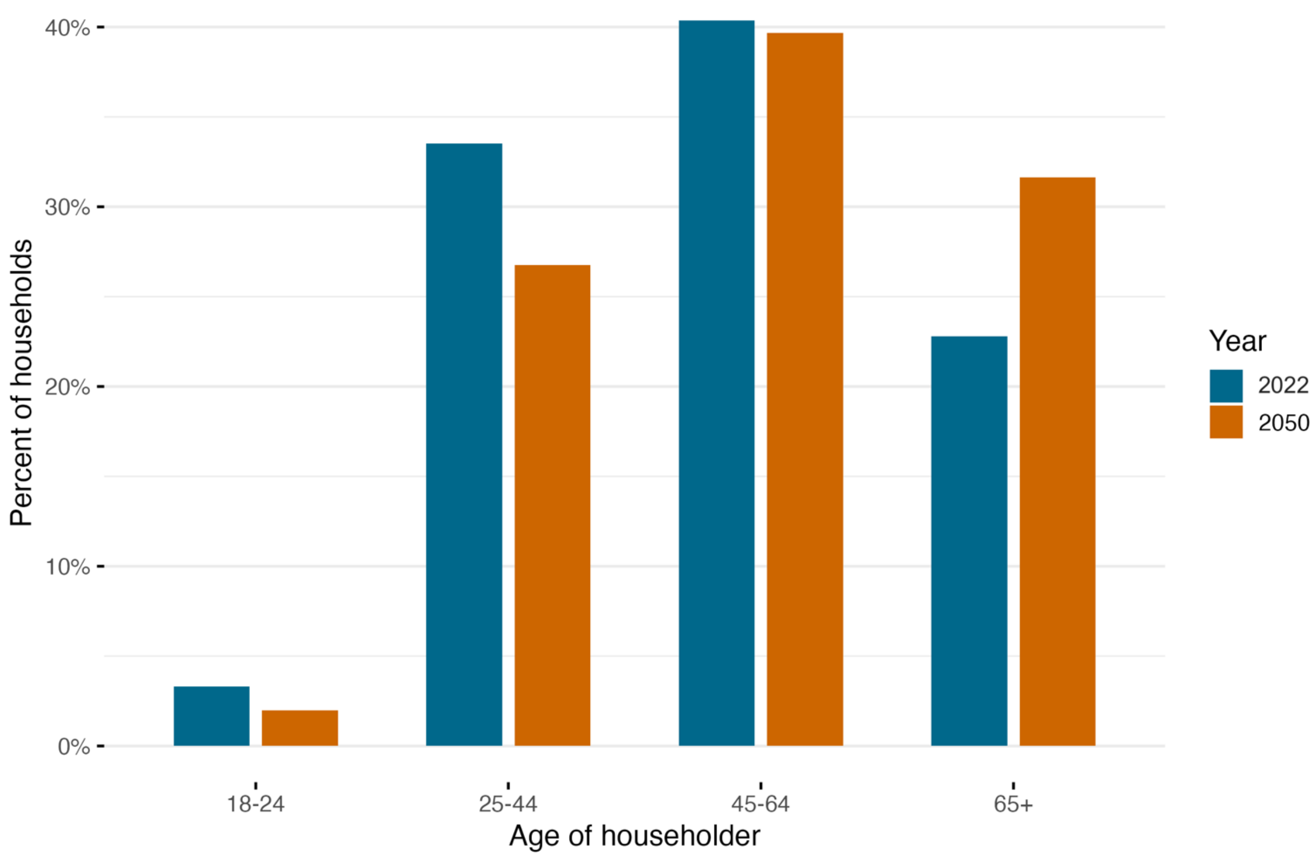
Key trends driving regional needs

Many factors shape the details of current and future housing needs, including demographic shifts and economic trends. In the Denver region, a few key trends are important for understanding why housing needs are heavily skewed toward lower income households. A more detailed assessment of demographic and housing trends is provided in Appendix B.

The region's population is aging

According to the 2022 Colorado State Demography Office household forecast for 2023 through 2050, adults over the age of 65 will become a larger share of population than they are currently. Since retirement often coincides with fixed or lower incomes compared to working years, the growth in the older adult population will contribute to a rise in the share of lower-income households overall. While some older adults may have accumulated greater wealth over their working years, many have fixed incomes that leave them susceptible to increasing housing costs. Others may have that wealth primarily as home equity, and thus locked into a home that may not meet their changing needs. The expected growth in this segment of the population contributes to the pressing need for more affordable housing options that also meet the mobility needs of older adults across the Denver region.

Exhibit 8. Percent of households by age range, 2022 & 2050, Denver region



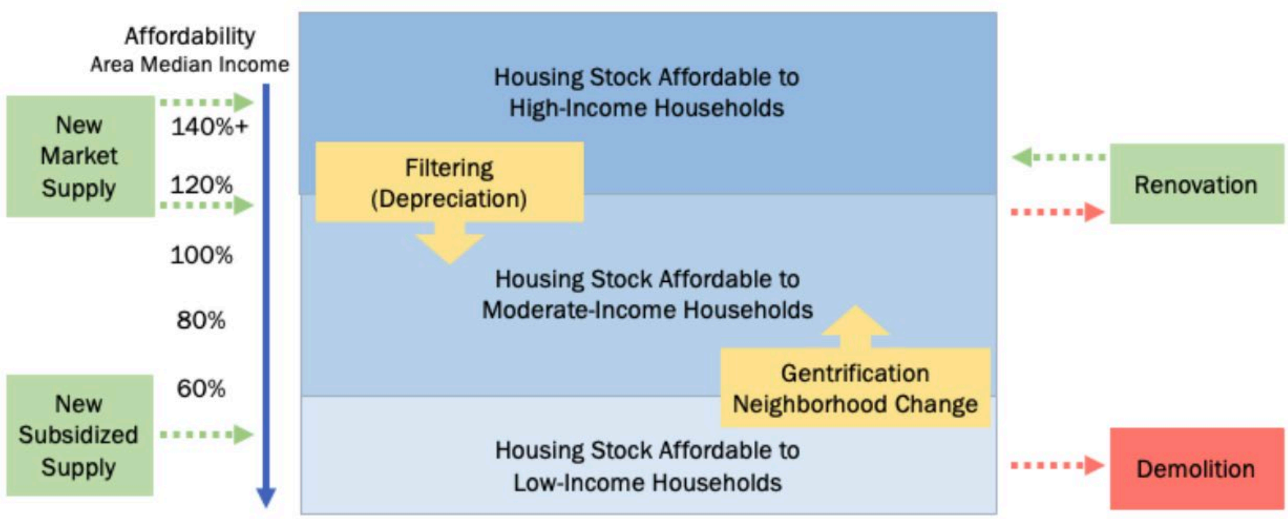
Source: DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates.

Existing housing supply has not kept pace with demand

In a growing region, new housing supply is needed to accommodate new households arriving to the area, natural population growth, changing preferences, and natural turnover and vacancy. New housing supply is essential to allow households the option to move and selfsort into the neighborhoods, housing types, and affordability levels that meet their needs and optimize their regular travel behaviors. Housing markets in growing areas like the Denver region need ample and well-distributed new supply. In a well-supplied housing market, households can move through the stock via a process called "filtering" or the "housing ladder." Over time, housing ages and depreciates, becoming relatively more affordable for different households.

New market-rate housing is typically priced for and occupied by higher income households, while new subsidized housing is usually priced for low-income households. Many higher income households move into newly constructed units from older, smaller or more affordable housing, which is then vacant and available for households with moderate incomes. When there is an adequate supply of new housing for a region's population, this dynamic creates a steady, though slow, process of increasing the supply of affordable housing through "filtering" as properties age (Exhibit 9). Some properties will eventually be demolished if they age or depreciate until they are no longer habitable or the cost of needed renovations exceeds the value. In under-supplied markets, however, this filtering process can slow further, stop, or move in reverse. In very tight housing markets, with steep competition for housing units, higher income households will occupy older or lower-cost units, causing a "mismatch" between what those households can afford and their actual housing costs. At the same time, lower income households will experience this "mismatch" by having to pay a larger share of their income toward housing as competition increases rents. Renovations can also reposition lower cost units for higher income households. When competition and demand concentrate in specific locations, these dynamics contribute to neighborhood gentrification and the loss of affordable housing units.

Exhibit 9. Illustration of housing market filtering



Source: ECOnorthwest

Housing production in the Denver region has largely kept pace with population growth in the last several years, and notably the share of multifamily units is growing. The region is still working from a place of historic underproduction and the existing housing stock does not support the diversity of housing needs across all income levels and household types. This has created a mismatch between household income and housing costs, where households are occupying housing units that generally cost less than the household can afford or they're likely occupying housing units that cost more than their income can afford, demonstrating a substantial need for more affordable housing options for lower income households making between 0–60 percent of Area Median Income and a need to continue delivering market-rate units that more adequately meet the demand for middle and higher-income households.

Even when filtering is occurring and housing is becoming relatively more affordable over time, governments still must invest in building new regulated affordable units to meet the needs of lower income residents. This type of housing almost always needs government intervention and public subsidy to be developed. Voucher-based assistance that subsidizes lower income residents' access to market-rate units is another way to help meet this need, though limited funding results in long waiting lists for households that qualify.

3. Submarket housing needs

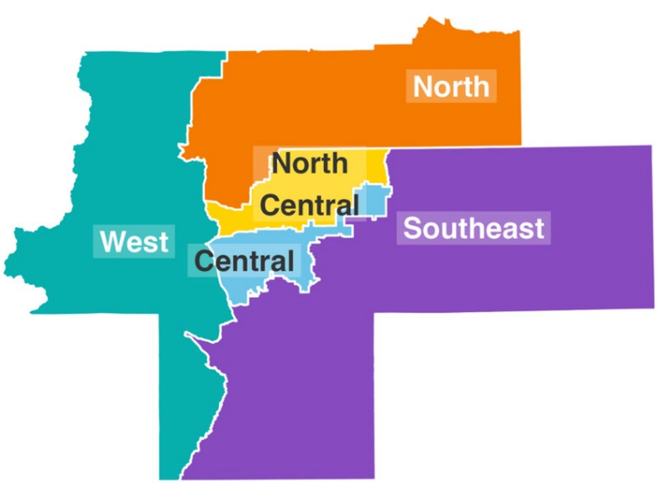
» **This chapter summarizes DRCOG's approach, methodology, results and key findings for submarket housing needs.**

In consultation with DRCOG staff, the project team created a model for distributing the 10-year scaled estimate of the Regional Housing Needs Assessment results among five submarkets.

Understanding housing need at a submarket level can better account for local differences rather than relying on regional trends or averages. This approach allows for more targeted strategy and policy development to support investments based on the distinct needs within specific submarkets, rather than utilizing a one-size-fits-all approach. Defining submarkets also provides a basis for understanding shared responsibility that can support potential future collaboration between neighboring jurisdictions to address their shared housing needs.

The submarkets in this Regional Housing Needs Assessment are contiguous areas that were defined by evaluating how housing location decisions are made across the region in relation to commute patterns and employment locations. This approach allows DRCOG and stakeholders to understand how households make decisions related to job location, housing affordability, and transportation access. Exhibit 10 shows the five submarkets—West, Central, North Central, North, and Southeast—used in the Regional Housing Needs Assessment.

Exhibit 10. Regional submarkets



Source: ECOnorthest analysis of ACS 1-year 2022 PUMS and LODES data. Note that delineation follows Public Use Microdata Areas and thus extend beyond DRCOG boundary in the North Submarket.

Submarket housing needs

Regional housing need was distributed to the submarkets based on criteria that reflect both current conditions and needs and forecasted future conditions and needs. The criteria include factors that shape the demand for housing, align with regional planning goals for greater affordability across the region, and recognize the intricate relationship between transportation infrastructure and employment centers to improve access to job opportunities and reduce commute times. At a high level, the categories and rationale behind the criteria are as follows:

- **Population**: Housing need corresponds directly to population size.
- **Regional jobs**: Employment is a driver of housing demand. Better matching of job and housing locations creates more options for housing, shortens commute times, and eases strain on the region's transportation systems.
- **Multimodal accessibility**: Metro Vision outlines a plan for more compact urban development and a greater use of transit, walking, and biking for daily activities.
- **Housing availability:** Low rental vacancy rates help illuminate places where housing is particularly in high demand and short supply, relative to the region as a whole.
- **Housing affordability**: Every community in the Denver region has a role to play in planning for housing affordable to a range of incomes. Areas with a smaller supply of affordable housing contribute to regional inequities in access to opportunity and suboptimal transportation outcomes.

DRCOG can also use the above criteria to distribute the resulting submarket shares of regional need among local jurisdictions. Such a process will help illustrate local housing need by income in a regional and submarket context. The project team has equipped DRCOG staff to be able to run and refine this model as needed and as inputs to the regional housing needs estimate change, such as regional population and jobs forecasts from the State Demography Office.

Exhibit 11 shows the 10-year scaled estimate of total regional need—approximately 216,000 units distributed across the five regional submarkets, broken out by component of need.

Exhibit 11. Summary of submarket share of regional need, 10-year scaled estimate

Submarket	Current need	Future need	Total units
Central	14,000	56,000	**70,000**
North	8,000	29,000	**37,000**
North Central	7,000	27,000	**34,000**
Southeast	21,000	48,000	**69,000**
West	2,000	4,000	**6,000**

Source: ECOnorthwest analysis; DRCOG Small-Area Forecast (2020), DRCOG synthesis of State Demography Office 2022 Household Forecast, U.S. Census Bureau, ACS 1-year 2022 PUMS estimates; MDHI 2022–2023 State of Homelessness Report.

Submarket housing need by income

Differences in need across the submarkets highlight the imbalance of housing demand across the region relative to existing supply and affordability, as shown in Exhibit 12 and Exhibit 13. These differences contribute to problematic transportation outcomes, such as longer commutes and less access to opportunity. Variation across the submarkets also demonstrates the need to develop tailored strategies to meet varied needs across the region.

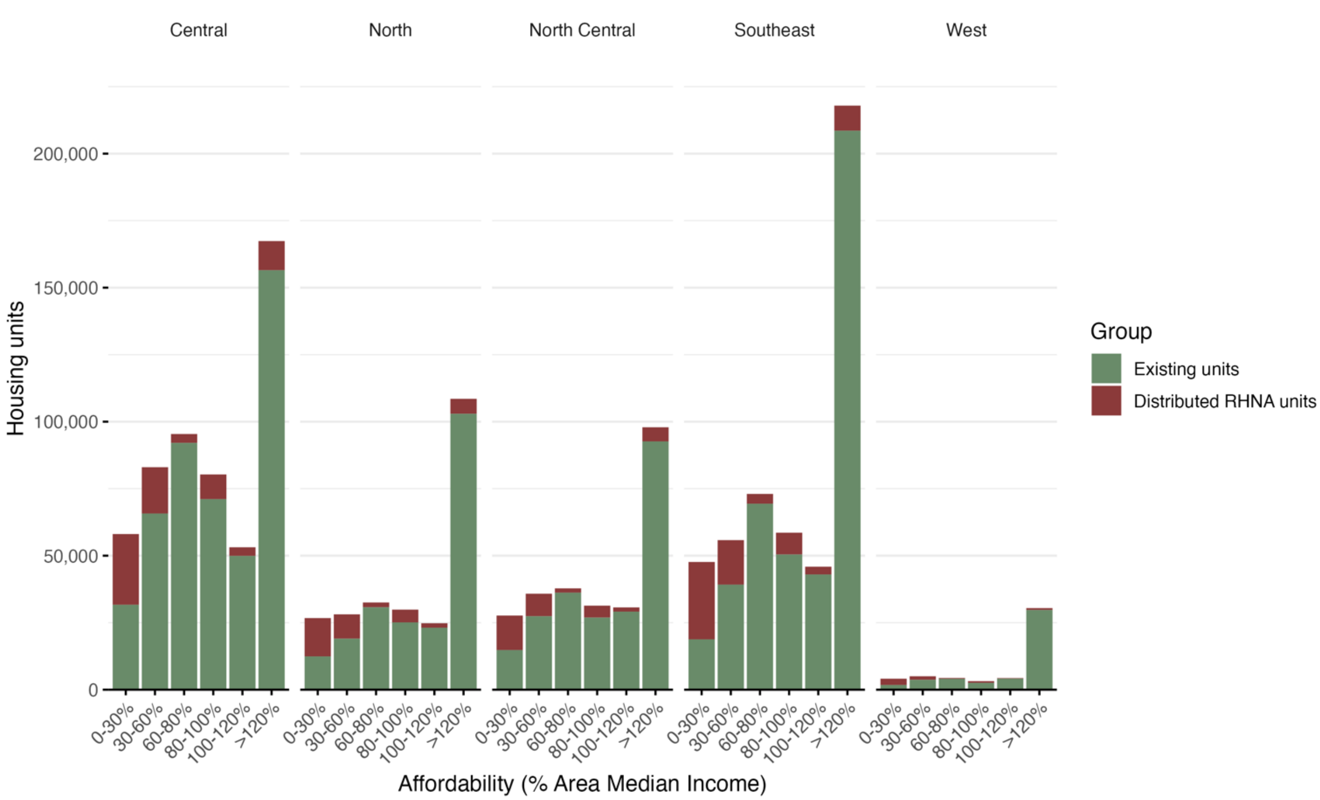
Exhibit 12. Submarket share of regional need by income, 10-year scaled estimate

SUBMARKET	0–30%	30–60%	60–80%	80–100%	100–120%	>120%	TOTAL
Central	27,000	17,000	3,000	9,000	3,000	11,000	**70,000**
North	14,000	9,000	2,000	5,000	2,000	5,000	**37,000**
North Central	13,000	8,000	2,000	4,000	2,000	5,000	**34,000**
Southeast	29,000	17,000	3,000	8,000	3,000	9,000	**69,000**
West	2,300	1,300	300	600	200	700	**6,000**
Total	**85,000**	**52,000**	**11,000**	**27,000**	**10,000**	**31,000**	**216,000**

Source: ECOnorthwest analysis; DRCOG Small-Area Forecast (2020), DRCOG synthesis of State Demography Office 2022 Household Forecast, U.S. Census Bureau, ACS 1-year 2022 PUMS estimates; MDHI 2022–2023 State of Homelessness Report.

Note: Components of need do not sum to total because of rounding.

Exhibit 13. Submarket share of total need compared to current supply, 10-year scaled estimate



Source: ECOnorthwest analysis; DRCOG synthesis of State Demography Office 2022 Household Forecast and U.S. Census Bureau, American Community Survey 5-year 2013 Public Use Microdata Sample estimates; Metro Denver Homeless Initiative State of Homelessness Report, 2022–2023; DRCOG 2020 Small-Area Forecast

Regional submarket factors

Variation in housing need across the submarkets reflect different ways in which these areas have been affected by and responded to broader regional trends. These more localized trends can be used to inform policy decisions that support meeting a broader regional need.

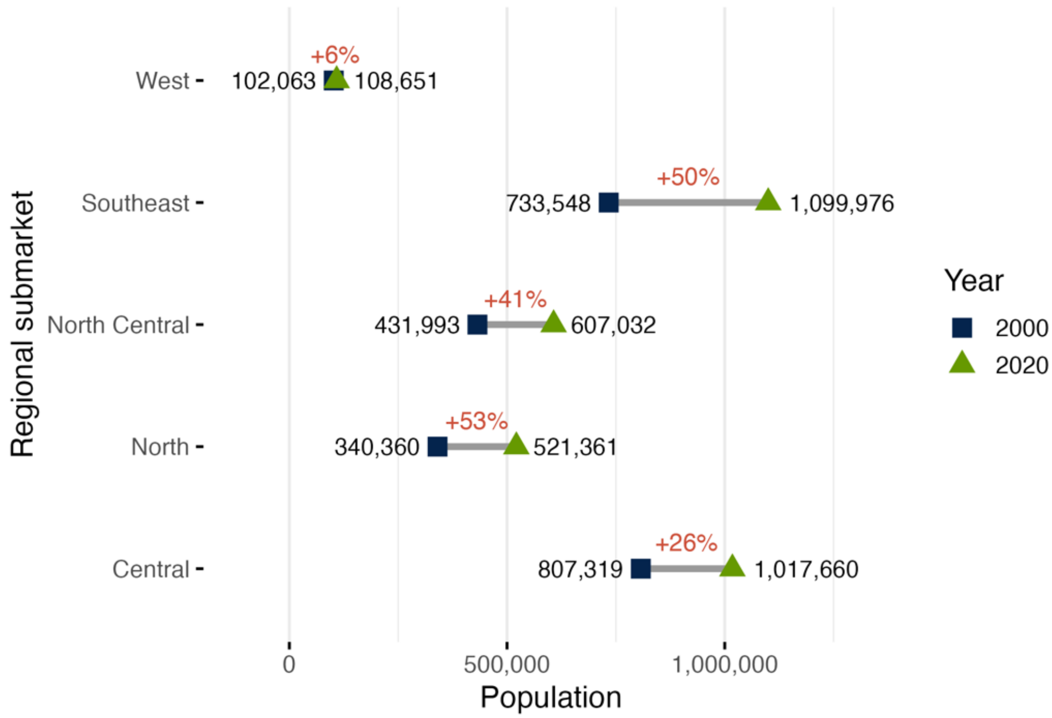
Population and job growth has been uneven

While the Denver region as a whole has seen significant job and population growth over the past several decades, these trends have not been distributed across the submarkets proportionately, as shown in Exhibit 14 and Exhibit 15.

The Southeast submarket, which includes cities such as Aurora, Castle Rock, Littleton, and Englewood saw the highest total population growth over the last 20 years with over 366,000 new people. While the Central submarket, which includes Denver and Lakewood, saw population grow by only 26 percent, this still accounted for over 210,000 new people over 20 years. The North Central region, which includes Northglenn, Westminster, Brighton and Commerce City, also grew rapidly with a 41 percent increase in population. The North submarket, encompassing cities like Boulder, Erie, Longmont, and Louisville, experienced the highest rate of population growth, 53 percent. The more isolated West submarket grew the least over the last two decades.

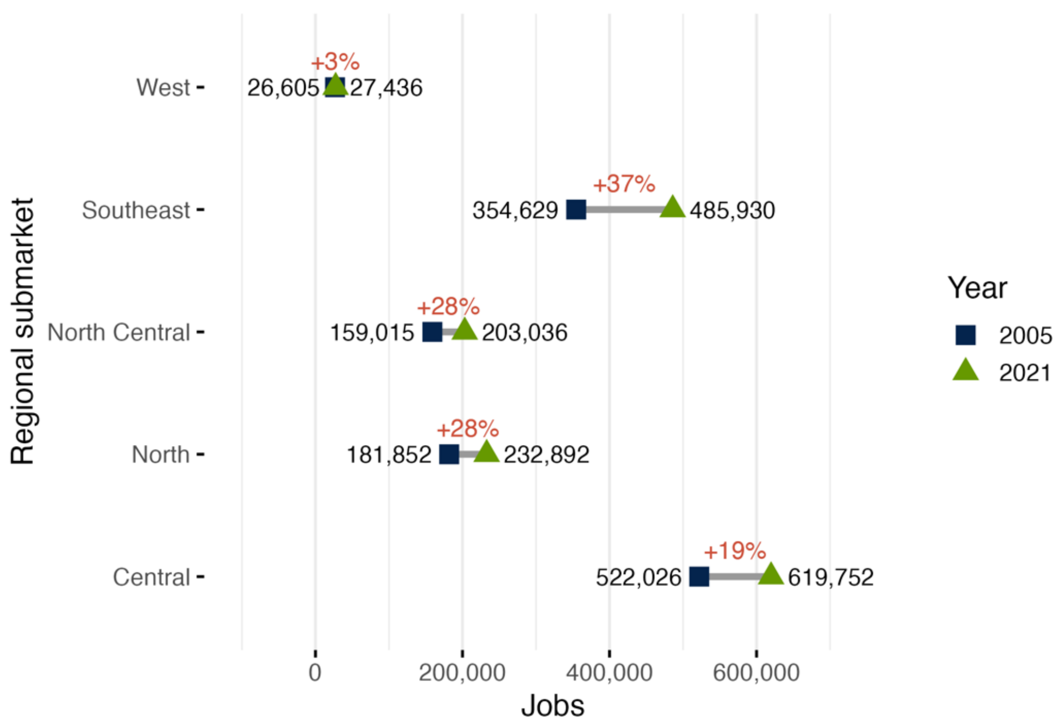
Exhibit 15 shows that the Southeast submarket has seen the largest increase in jobs since 2000, followed by the Central and North submarkets. These submarkets have all increased jobs for different reasons, for example land supply and new commercial development in the Southeast submarket, urban intensification and redevelopment in the Central submarket, and growth in institutional employment and tech and supportive industries in the North submarket. While employment growth is forecast to grow at slower rates through 2050, job growth will continue to occur, which will lead to increased demand for housing across the submarkets.

Exhibit 14. Population change, regional submarkets, 2000–2020



Source: ECOnorthwest analysis of U.S. Census Bureau Decennial Census 2000, 2020.

Exhibit 15. Job growth, regional submarkets, 2005–2021

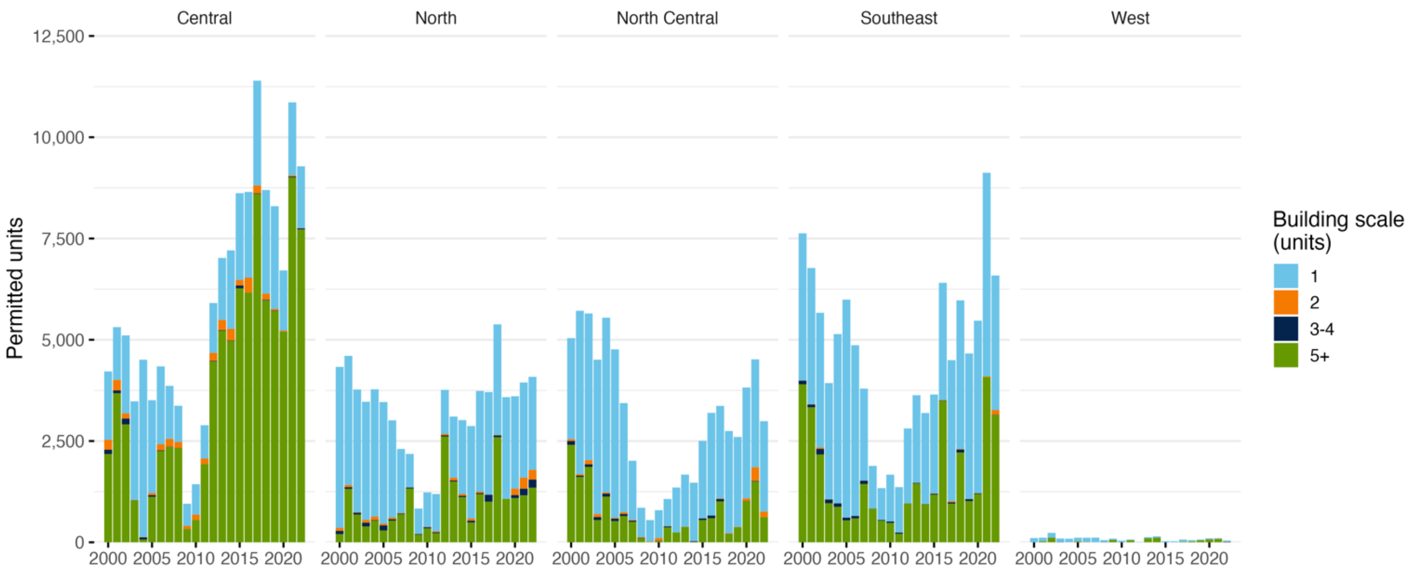


Source: ECOnorthwest analysis of LODES data 2005 and 2021.

New housing supply varies across the submarkets

Housing production trends across the submarkets can help paint a more complete picture of regional dynamics, especially in the context of the population and job growth trends. As shown in Exhibit 16, the submarkets have experienced varied amounts of new construction and differences in the types of housing being built.

Exhibit 16. Housing production, regional submarkets, 2000–2020



Source: ECOnorthwest analysis of U.S. Census Bureau Building Permit Survey.
Note: Unincorporated portions of the regional submarkets are not included in these totals.

The Central submarket has seen a large increase in housing production after recovering from the 2008 recession. The Central submarket saw both the fastest housing recovery post-recession as well as seeing new housing production at rates both higher than other submarkets and higher than the previous 2002–2008 period of economic expansion. During the post-recession market recovery, the Central submarket began shifting toward more dense multifamily development in response to previous plans and policies. In 2022, the Central submarket delivered over 9,200 housing units, substantially more than its pre-2008 recession peak year.

The North submarket has returned to pre-recession levels of housing production, but new housing development is not occurring at rates that reflect rapid population growth in the submarket. The submarket had a record year in 2018, delivering just over 5,300 units. In 2022, over 4,000 units were built, similar to its early 2000s pace. While single-unit development continues to make up the largest share of new housing, there has been a notable increase of new multifamily units that make up a larger share of new production than in the pre-2008 economic cycle.

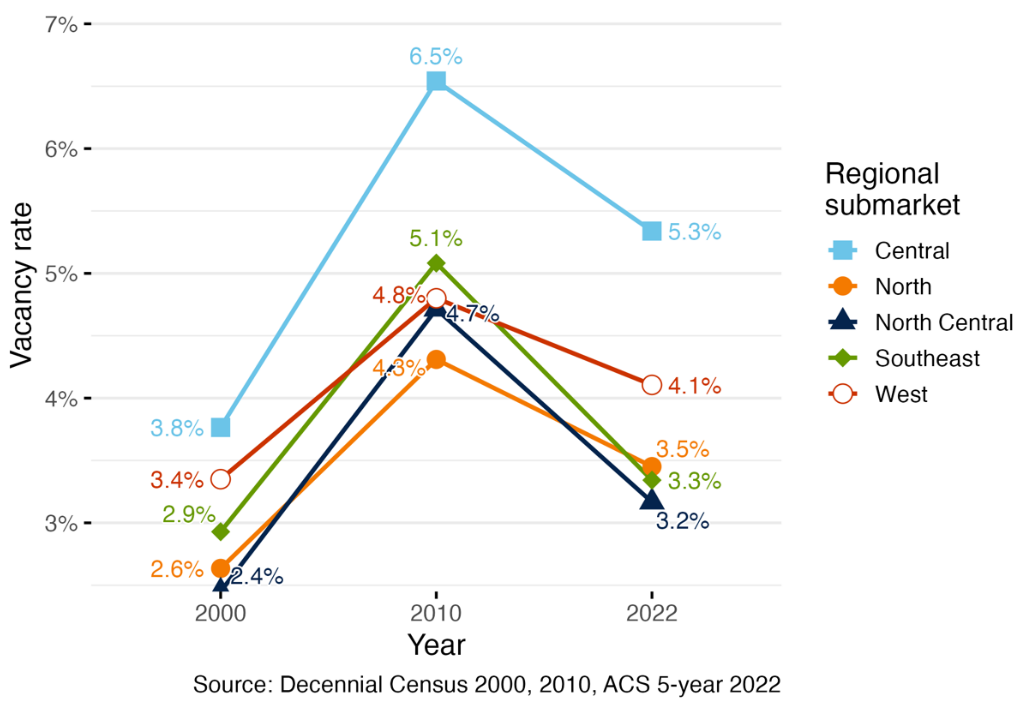
The North Central submarket appears to have struggled to fully recover post-recession compared to other submarkets. Housing production remained slow, with just under 3,000 units delivered in 2022, well below its pre-recession peaks and not in line with observed population growth, which can lead to housing pressures in the submarket.

The Southeast submarket has recovered to its pre-recession housing production levels, especially over the last few years. The submarket saw a record production year in 2021 with over 9,100 housing units permitted, and another 6,500 units in 2022. The Southwest submarket also saw a large increase in the share of multifamily production in 2021 and 2022.

The West submarket's production pace stayed relatively flat over the past decade. Fewer than 2,000 housing units were permitted between 2000 and 2020, which contributes to both limited housing availability and relatively slow population growth that has occurred in many of these smaller communities across the foothills.

Differences in housing production are partially reflected in the different rates of housing vacancy across the submarkets, as shown in Exhibit 17.

Exhibit 17. Vacancy trends by regional submarket, 2000–2022



Source: ECOnorthwest analysis of U.S. Census Bureau Decennial Census 2000, 2010; American Community Survey 5-year 2022 estimates.

The North Central, Southeast, and Northern submarkets currently have the lowest vacancy rates for both ownership and rental housing in the region, indicating constrained housing markets as shown in Exhibit 17. The Central submarket indicates vacancies are slightly higher than other submarkets likely due to higher rates of recent multifamily development that has led to absorption periods for a larger volume of new units. The West submarket has seen relatively stable vacancy rates since 2000 due to relatively slow changing housing stock given the less urban character of communities in the submarket.

4. Systemic barriers to meeting housing needs

Two key challenges in meeting the Denver region's housing needs include building housing that supports the diversity of housing needs across all income levels and household types and ensuring that diverse housing options exist across the region's submarkets. When looking at the region as a whole, the production of market-rate housing has kept better pace with the demand from higher income households. This level of production needs to be sustained to continue meeting projected needs, and should be more evenly distributed across communities to create more opportunity for residents to make choices based on their needs and preferences. At the same time, the region will need to significantly increase the production of affordable housing, especially for the lowest income households to meet the scale of existing and future needs.

> » **This chapter summarizes the varied and intersecting barriers to producing more housing overall and more diverse types of housing in the region.**

The barriers to meeting housing needs described in this report were identified by regional stakeholders including, local government staff, representatives from lending and investment institutions, developers, professional associations, state and regional agencies, consultants, as well as infrastructure/utility providers and advocacy and service organizations. The barriers to producing more housing—and at a higher rate than past trends—are varied, operate at multiple levels, and interact in complex ways. These obstacles are not uniform across the region; they vary significantly depending on the unique characteristics of each geographic location and evolve over time in response to changing circumstances. Typically, it is the combination and intersection of these barriers that hinders housing projects—especially those affordable at low and moderate incomes—either by preventing them from moving forward altogether or by resulting in the development of fewer units than what might be allowed or desired under current conditions.

The categories discussed below highlight key issues that affect how and how much housing is built in the region. Appendix D contains a more detailed discussion of each category and examples of how these barriers are experienced in communities across the Denver region.

Land use and zoning

Land use refers to the way in which land is utilized and managed, including how land should be allocated for various purposes, such as residential, commercial, industrial, agricultural, recreational, or conservation areas. Land use planning provides a vision for future development within neighborhoods, districts, towns, cities, counties, regions or other defined planning areas. Local jurisdictions play a crucial role in determining the balance of land uses within their boundaries through comprehensive plans, zoning ordinances, and development standards. They aim to ensure that the allocation of land aligns with the community's vision, goals, and priorities while considering factors such as economic development, environmental sustainability, and quality of life.

Zoning regulates local land use by establishing guidelines and restrictions used to control and guide property development in various areas within cities, towns, and counties. Communities are divided into districts or zones, each with specific regulations governing allowed uses, building size, dimensional requirements, density, parking, and other development standards.

Land use and zoning barriers include:

- **Zoning that supports a narrow range of housing types** limits the land available for more housing production and options.
- **Open space and off-street parking requirements** limit housing production by making many types of housing infeasible in many locations.
- **Exclusively commercial zones** also reduce the land available for more housing production.
- **Permitting and procedures** reduce housing production feasibility through greater costs including additional time, other delays, uncertainty, and risk.
- Where local regulation-based **incentives are not matched to needed housing types**, the value of such incentives are not able to make up for additional costs needed to increase housing production and options.

Infrastructure

Infrastructure refers to the fundamental facilities and services that support a community's development and operation. In the context of housing, key infrastructure includes transportation networks such as roads, public transit, sidewalks, and bikeways; water and sewer systems; stormwater management systems for collecting and treating runoff; energy sources such as electricity and natural gas; and community facilities such as schools and parks. The costs and construction of new infrastructure are often shared between the private and public sectors where private developers install infrastructure related to their projects and public sector agencies provide and maintain larger, off-site infrastructure systems, funded through taxes, user fees, and impact fees charged to developers. However, over time, the roles of the private and public sectors in providing and funding infrastructure projects have become more blurred due to funding challenges. Increasingly, private developers are required to contribute more to off-site infrastructure improvements, while public agencies need to explore innovative partnerships and financing mechanisms to deliver and maintain necessary facilities and services.

Infrastructure barriers include:

- **Limited infrastructure funding** leads to a heavy reliance on user fees, potentially burdening existing residents. Additionally, jurisdictions face the risk of taking on burdensome bond obligations, so they often delegate infrastructure development to developer-led special districts.
- **Limited capacity of existing systems** may require developers to facilitate upgrades themselves. These added costs can make housing projects less financially feasible, especially for affordable housing, resulting in less housing production, fewer units in the projects that do move forward, or a focus on higher-priced housing units that can absorb these additional costs.
- The presence of **multiple service providers** within a single jurisdiction complicates efforts to coordinate and potentially reduce or waive development fees.
- **Access to opportunity** presents a dual challenge in housing development. Areas that are destination-rich, compact, walkable, and well-served by existing transit typically have higher land costs, making development more expensive. Communities along historically underinvested corridors have concerns about the loss of more affordable housing options when the real estate market responds to regional transit improvements.

Development costs and market factors

The most important factor determining whether and what kind of housing gets built in our communities is financial feasibility. Both for-profit and nonprofit developers need the expected revenues of a finished project to at least cover the cost of repaying loans, providing a return on any investor equity, and covering their staffing and operational expenses. Local policies contribute to total project costs—regulations governing the size, unit density, materials and other design factors all affect a project budget. At the same time, broader market conditions influence the basic costs of development in ways that can make housing more expensive or less likely to be built.

Development costs and market barriers include:

- **Rising interest rates and insurance costs** affect housing development by slowing down development activity across all housing types, particularly affordable housing projects.
- **Elevated land values** may discourage public agencies from providing their holdings to support housing production due to their limited revenue options.
- Securing adequate **water supply** often incurs costs beyond just the infrastructure needed for delivery, further increasing development expenses.

- The construction industry faces a **labor shortage**, stemming from employment levels that have not fully recovered since the Great Recession, further exacerbated by high housing costs and the cyclical nature of Colorado's development industry.
- **Construction defect liability laws** have discouraged developers from building dense ownership housing, particularly condominiums.

Funding and finance

The terms "funding" and "financing" are often used interchangeably, but there is an important difference between the two. Funding describes the ultimate sources of money to pay for development costs and generally comes from private developers (for-profit or nonprofit) and investors or public sector partners (whether from local revenue sources, state funds, or federal funds). For affordable housing especially, the limited amount of funding available from all sources is the primary challenge to ramping up construction and preserving the affordable housing that already exists.

Financing describes mechanisms to distribute funding, such as loans, grants, and equity investments (among others). The features and requirements of different financing tools have implications for development costs, and some tools are better suited—or restricted, as in the case of tax credits—to certain kinds of development. Even jurisdictions that have limited sources of funding may be able to adjust how they finance development in order to better leverage funds to meet housing production needs.

Funding and finance barriers include:

- There's an over-reliance **on limited federal resources** for affordable housing development, with annual applications for federal tax credits in the state consistently exceeding the available supply.
- The **lack of a dedicated source of regional gap funding** creates challenges for projects that often face delays or even cancellation due to the time-consuming and complex process of assembling gap funding from multiple sources.
- **Local incentive programs** (e.g., voluntary inclusionary zoning) designed to boost affordable housing production often fall short of their intended goals.
- **Existing funding programs** for affordable housing development often favor larger-scale projects with experienced developers because of perceived lower risk, putting smaller communities at a disadvantage.

Community consensus and collective action

Beyond official rules, processes, and market factors, community consensus and collective action play crucial roles in shaping the local and regional housing landscape. The commitment of key stakeholders and elected officials is essential for enacting policies and allocating resources that support housing development. A lack of commitment or consensus can derail even well-intended efforts to meet housing needs. Similarly, collective action by community members and advocacy groups can either push housing initiatives forward or oppose development. Community consensus and collective action barriers include:

- **Local resistance to new housing development**, particularly affordable housing and diverse housing types, poses a significant barrier to addressing housing needs.
- The **lack of consistent local data** hinders a comprehensive understanding of housing needs across different jurisdictions.
- **Colorado's state tax policy**, particularly the Taxpayer Bill of Rights (TABOR), significantly constrains the government's ability to generate revenue that keeps pace with population growth and demographic changes. This often limits the capacity of government to fund housing initiatives and related services.

Interplay of barriers to building housing

Organizing barriers into key groups can help inform development of a future regional housing strategy with a framework that addresses both the broad issues and the on-the-ground experiences in the region. The interplay between factors such as market conditions, the regulatory environment, infrastructure availability, community context, and financial resources can lead to unintended outcomes. For example, land use and zoning barriers may create mismatches between areas with access to needed infrastructure, land prices or market demand to support feasible construction of more housing. Such interplay limits location flexibility and choices for the development of more housing and more housing options, affecting many sectors' ability to meet regional housing needs. Solutions to address these barriers will need to be multifaceted, well-researched, and comprehensive.

5. Moving toward a regional strategy

Addressing a regional issue requires regional partnership. Many stakeholders in the region, including DRCOG's member governments, have long identified the need for coordinating regional housing efforts to address the overall housing supply and affordability challenges. Local communities often struggle with access to consistent, reliable, and granular data for understanding demographic and housing trends that can establish a baseline to inform strategic and effective housing policy. Some communities may also lack the technical expertise and/or staff capacity to maintain regular coordination between neighboring jurisdictions that is necessary to meaningfully address housing affordability.

» **This chapter outlines a framework for developing a regional housing strategy to address the housing needs and challenges identified in the Regional Housing Needs Assessment.**

With a long history of regional planning and coordination, DRCOG is well positioned to convene diverse partners through the development of a regional strategy. A regional housing strategy will align efforts across the region and identify collective actions to address housing supply and affordability. DRCOG has collaborated with stakeholders and partners, including the Advisory Group, to develop a framework, described below, that will serve as the foundation for creating a regional housing strategy.

Components of a regional strategy

A regional strategy is intended to foster shared understanding, collaboration, and actions to help jurisdictions make progress toward addressing the region's housing needs. The housing strategy will aim to address the region's current and future housing needs outlined in this report while better coordinating housing and transportation. The framework offers preliminary purpose and vision, guiding principles, and focus areas to kickstart the process of developing a regional strategy led by DRCOG, in partnership with member jurisdictions, and other stakeholders.

Purpose and vision

Defining statements of purpose and vision help orient the strategy toward achieving broader goals for regional collaboration beyond the specific outcomes related to meeting housing needs. This preliminary vision builds on DRCOG's mission as a regional planning organization and its relationship with member jurisdictions.

- Support and further Metro Vision and the 2050 Metro Vision Regional Transportation Plan.
- Develop a consistent, data-informed, and equity-centered approach to analyzing and responding to housing needs while coordinating with the current and planned transportation system.
- Foster a culture of shared responsibility for addressing housing needs.
- Build consensus around a shared framework for action.
- Increase capacity within local communities to advance housing strategies and respond to evolving needs.
- Build a region that is more resilient, inclusive and equitable.

Guiding principles

The following principles offer guidance for how a regional housing strategy can focus efforts and encourage coordinated action that accommodates a variety of partners. To achieve those ends, a regional housing strategy should:

- Align with the region's **equity** vision for communities that offer access to opportunity and meet the needs of all races, ages, incomes, and abilities.
- Be **data-informed**, grounded in a **shared understanding** of the region's diverse housing needs.
- Ensure **flexibility** in responding to the contexts of communities across the region.
- Be **comprehensive** in addressing the barriers to more housing and more diverse types.
- Reflect the unique roles and authorities of each sector while facilitating **collaboration** and **shared accountability**.
- Identify resource requirements to ensure **actionable plans** and deliver **desired outcomes**.
- Balance **near-term results with long-term resilience** to meet housing needs under varied economic conditions.

Focus areas and intended outcomes

Clearly articulated outcomes are an essential component of a regional housing strategy. Organizing outcomes around the identified barriers to housing production in the Denver region clarifies how specific actions and interventions can directly address challenges and contribute to overall housing goals.

Exhibit 18. Example outcomes of a regional strategy, by focus area

Focus area	Intended outcomes

Land Use, Zoning & Regulatory Processes	Increased housing supply aligned with regional and local needs (by household size, income, location, and preferences).
Infrastructure	Better alignment between housing development and infrastructure availability, condition and capacity.
Development Costs & Market Factors	Construction of more—and more diverse and affordable—housing options.
Funding & Capacity	Expanded and sustained affordable housing and preservation efforts.
Community Consensus & Collective Action	Improved policy alignment, resource leveraging, and broad support for addressing shared housing needs.

Implementation considerations

Additional factors related to implementation will be critical to define through the strategy development process. These include:

- **Roles and Responsibilities**: For each intervention, outlining the sector or specific actors best positioned to lead, those who will play supportive or complementary roles, and identifying DRCOG's role will set the stage for coordinated action.
- **Costs and Timeline**: Estimating the scale of investment, sources of funding, and time required for implementation will help jurisdictions prioritize and sequence actions to meet their local needs.
- **Impact**: Given the diversity of barriers and issues the regional housing strategy aims to address, it may be valuable to characterize the impact of specific interventions, whether it directly results in additional housing unit, is focused on a specific segment of housing need (such as low-income or older adult housing) or contributes to capacity-building among jurisdictions or partners.

What is DRCOG's role?

Given DRCOG's broad reach and role in shaping regional development, it is uniquely positioned to coordinate regional housing needs and strategy, particularly because of its formal planning roles in regional transportation and growth, its ability and role in regional population forecasting, and collection of growth and permit data. Engagement conducted among a broad segment of member governments, housing developers, public agencies, community-based organizations, policy organizations and service providers suggests that DRCOG can build on these existing roles and strengths as the region moves toward developing a housing strategy and taking a more coordinated, collaborative approach to addressing housing needs on a regional level than ever before.

DRCOG is recognized as a valuable partner in ways that can be leveraged for regional housing work:

- **Convening and facilitation**: DRCOG has been an effective and trusted convener of diverse stakeholders on issues of regional planning and policy that can facilitate greater resource alignment and partnerships.
- **Data collection and analysis**: DRCOG is seen as an important source for comprehensive, standardized data for jurisdictions and other stakeholders across the region.
- **Technical assistance**: DRCOG has a record of providing technical assistance to member governments that supplements and extends their local capacities.
- **Education**: DRCOG's current role in sharing information and providing education on regional issues can be leveraged to share best practice strategies on implementation at the local level.

Participants identified additional roles DRCOG could step into or expand from its current activities:

- **Policy alignment:** DRCOG could be a voice for the region at the state level to help ensure that new legislation and policies related to housing are aligned with other programs and priorities (e.g., transportation investments, climate planning) and are designed and funded for effective implementation.
- **Funding coordination:** DRCOG has been successful in setting the regional agenda for transportation planning and directing investments in line with those goals. A greater role with understanding, communicating and addressing regionwide housing needs could provide an additional new lens through which to evaluate and consider regional transportation system investments as well as housing-transportation coordination strategies.

How DRCOG plans to move forward

DRCOG will continue to engage member governments and other regional partners and stakeholders in a robust and collaborative process to craft a regional housing strategy starting in late 2024. This process will involve working closely with local communities, housing providers, advocates, and other key stakeholders to build on the shared vision and guiding principles outlines in this report and develop an actionable strategy for addressing the region's housing needs.

A critical component of developing the regional housing strategy will be conducting extensive community engagement to gather input and insights from a wide range of perspectives. DRCOG recognizes that meaningful community engagement is essential for crafting effective solutions that are responsive to the diverse needs and priorities across the Denver region. This engagement will aim to build broader awareness of regional housing challenges, identify local concerns and opportunities, and foster buy-in and collective ownership of the resulting strategy.

The regional housing strategy will serve as an important tool for integrating regional housing priorities into DRCOG's other major planning initiatives. DRCOG will utilize the housing strategy to guide updates to Metro Vision and the Metro Vision Regional Transportation Plan. By aligning these plans with the housing strategy, DRCOG can ensure a more comprehensive and coordinated approach to addressing the region's housing needs in the context of transportation investments and other regional priorities. By working collaboratively to develop a comprehensive regional housing strategy and integrate it with other key planning efforts, DRCOG and its partners can take a significant step toward fostering more equitable, resilient, and livable communities for all residents of the Denver region.

AGENDA INFORMATION MEMORANDUM FIRESTONE BOARD OF TRUSTEES FIRESTONE COLORADO	**AIM No.:** 7.a **Discussion/Action** **Meeting Date:** September 10, 2025 **Initiated By:** **Department:** Town Manager

AGENDA ITEM

Resolution 25-96: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AND AUTHORIZING THE EXECUTION OF A PRE-DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE, CARD ASSOCIATES ATHLETIC FACILITIES, LLC, AND UNITED SOCCER LEAGUE, LLC

RECOMMENDATION

Approval of Resolution 25-96

APPROVAL/DENIAL OPTIONS

Approval: The Board moves to approve the Resolution
Approval with Conditions: The Board moves to approve the Resolution, listing the Board's conditions.
Denial: The Board moves to deny the Resolution.
No Action: The Board provides staff with specific instructions to modify the Resolution and return at a future date.

SUMMARY

Approval of Resolution 25- 96 will authorize the Town to enter into a Project Scoping Services and Pre-Development Agreement with Card Associates Athletic Facilities, LLC (CAAF) and United Soccer League, LLC (USL). The agreement contemplates various preliminary scoping and pre-development activities, such as site due diligence, establishing an overall Planned Unit Development (PUD), preparing a detailed development plan, PUD amendments, and future programming. The proposed agreement is a significant step towards formalizing a partnership between the Town, the USL, and CAAF.

Ringed by at least 60 acres of open space, the advanced Central Park plan contemplates a civic green space, a network of trails and pedestrian connections, civic and governmental uses, first-class athletic and recreational amenities, and protected view corridors that support and enhance a mixed-use environment. A future Central Park development will afford Firestone residents access to the highest quality athletic, recreational, and entertainment opportunities within a planned environment that incorporates open and green spaces, pedestrian gathering areas, and the highest development guidelines and standards.

The use of the newly established Downtown Development Authority will help the Town and its development partners achieve a first-class development plan without any tax increase.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

- In 2005, the Town acquired Central Park. For almost twenty years, the Town has engaged in multiple efforts to initiate a Central Park development program. To date, none of those previous plans/efforts have come to fruition.

- Following the Park, Open Space, and Trails Master Plan effort, the Board of Trustees identified Central Park as its top priority.
- Since 2021, the Town has undertaken extensive efforts to prepare for development, including public outreach, creating a Master Plan, and feasibility analyses with expert consultants.
- 2023-2024, the Town engaged Firestone residents through a community survey, gathering input to help shape the park's future.

BOARD STRATEGIC PLAN IMPACT

✓ This agenda item furthers the Board of Trustees' strategic goal:
- Design and Promote Livable Neighborhoods & Homes
- Organizational Objectives

ATTACHMENTS

1. Resolution 25-96 - Project Scoping Services and Pre-Development Agreement Central Park
2. Project Scoping Services and Pre-Development Agreement – CAAF-USL - Final

RESOLUTION 25-96

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING AND AUTHORIZING THE EXECUTION OF A PRE-DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF FIRESTONE, CARD ASSOCIATES ATHLETIC FACILITIES, LLC, AND UNITED SOCCER LEAGUE, LLC

WHEREAS, Card Associates Athletic Facilities, LLC ("CAAF") and United Soccer League, LLC ("USL") specialize in the design, development, and operation of sports-anchored, mixed-use real estate development projects and seek to partner with the Town to explore the potential development of a similar development within the Town of Firestone, consisting of a multi-sports facility, stadium, and related commercial uses (the "Project"); and

WHEREAS, the Town of Firestone ("Town"), CAAF, and USL desire to enter into a project scoping services and pre-development agreement ("Agreement") for the Project, which will define the rights and responsibilities of the Town, CAAF, and USL in relation to certain preliminary scoping and pre-development activities regarding the design, development, construction and operation of the Project; and

WHEREAS the Town Board of Trustees ("Board") recognizes the value of promoting quality development projects that enhance community identity, economic vitality, and recreational opportunities; and

WHEREAS, the Town Board finds and determines that entering into the Agreement with CAAF and USL is in the best interest of the Town and its residents; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

The Project Scoping Services and Pre-Development Agreement between the Town of Firestone Card Associates Athletic Facilities, LLC, and United Soccer League, LLC is approved in substantially the same form as the copy attached hereto and made a part of this Resolution, and the Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED AND ADOPTED this 10th day of September, 2025.

TOWN OF FIRESTONE, COLORADO

____

Don Conyac Jr., Mayor

ATTEST:

____

Miriam Granados Luna, CMC, Town Clerk

APPROVED AS TO FORM:

____
Marshall Keith Martin, Town Attorney

PROJECT SCOPING SERVICES AND PRE-DEVELOPMENT AGREEMENT

This Project Scoping Services and Pre-Development Agreement ("**Agreement**") is entered into as of September ___, 2025 (the "**Effective Date**"), by and between Card Associates Athletic Facilities, LLC, an Indiana limited liability company (the "**CAAF**"), United Soccer Leagues, LLC, a Florida limited liability company (the "**USL**"), and the Town of Firestone, Colorado, a municipal corporation (the "**Town**" and together with CAAF and USL, each a "**Party**" and collectively the "**Parties**") on the following terms and conditions:

RECITALS

WHEREAS, CAAF specializes in the design, development, construction and operation of sports complexes and surrounding master planning and infrastructure installation;

WHEREAS, USL is interested in bringing men's and women's professional soccer to the Town, working in concert with CAAF, and is committed to the design, development, construction and operation of the Project, as part of a broader initiative to enhance professional sports, community engagement and placemaking in the area;

WHEREAS, the Town desires to facilitate the design, development, construction and operation on the Overall Site (defined below) a master planned, mixed-used development containing among other things: (a) an approximately 200,000 square foot multi-sports facility for all ages ("**Fieldhouse**"); (b) a stadium with a minimum seating capacity of 5,000 ("**Stadium**"); and (c) complementary development, including, but not limited to, infrastructure improvements, hospitality, retail and other commercial developments (the "**Commercial Development**") that: (i) benefits the public health, safety, morals and welfare of the Town's residents; (ii) increases the economic well-being of the Town; and (iii) attracts new businesses, residents and visitors to the Town (the Fieldhouse, Stadium and Commercial Development, collectively referred to as the "**Project**");

WHEREAS, CAAF and USL, alongside the Town, have located a prospective parcel of real property legally described as Tract B, Firestone Central Park Second Filing , Amendment No. 1 and Firestone Central Park First Filing Minor Subdivision, and generally located in the North ½ of Section 18, Township 2 North, Range 67 West in Weld County, as further depicted on <u>Exhibit A</u> (the "**Overall Site**") where the Project would be located (the "**Project Site**"), with the Project Site being depicted on <u>Exhibit B</u>;

WHEREAS, the Town, CAAF and USL desire to define the rights and responsibilities of the Parties in relation to certain preliminary scoping services and pre-development activities regarding the design, development, construction and operation of the Project at the Project Site in order to proceed through formal processes, in accordance with applicable law.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Town, CAAF and USL, agree as follows:

ARTICLE I
RECITALS

1.1 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set forth in this Section 1.1.

ARTICLE II
MUTUAL ASSISTANCE

2.1 Mutual Assistance and Cooperation. The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to cooperate, aid, and assist each other in carrying out said terms, provisions and intent.

ARTICLE III
PROJECT SITE SERVICES

3.1 Property Inspections. CAAF and USL shall cause to be performed an ALTA/ACSM land title survey, borings, tests, inspections, examinations, studies and investigations, including a Phase I (but excluding a Phase II), environmental assessment on the Project Site (individually or collectively, "**Property Inspections**") within one hundred eighty (180) days following execution of this Agreement. CAAF, USL, and their respective agents, employees and contractors have the right to enter the Property Site at reasonable times to conduct such Property Inspections. CAAF and USL each agree that, in connection with the Property Inspections, it shall: (i) maintain insurance, with coverages customary for projects similar to the Project, naming the Town as an additional insured; (ii) promptly repair any damage to the Project Site resulting from the Property Inspections; (iii) indemnify and hold harmless the Town from and against any and all Claims arising from or incurred as a result of, or in connection with, CAAF and USL's Property Inspections; provided that the foregoing indemnity shall not cover Claims arising or incurred as a result of, or in connection with: (1) negligence or intentional misconduct of the Town; (2) any environmental condition existing on the Project Site; or (3) any other existing adverse physical conditions of the Project Site that is not exacerbated by CAAF and USL; and (iv) provide to the Town (or its designee), promptly after receipt thereof, true, correct, and complete copies of all results of, and reports received in connection with, the Property Inspections. The obligations of CAAF, USL, and the Town under this Section 3.1 shall survive completion or termination of this Agreement. For purposes of this Agreement, "**Claims**" means liabilities, damages, injuries, losses, liens, costs, causes of action and/or expenses (including, without limitation, reasonable attorneys' fees and costs including paralegal fees); provided that in no event shall Claims include consequential or punitive damages.

3.2 Programming Phase and General PUD Plan Development. Upon execution of this Agreement, a one (1) year programming phase will begin during which CAAF and USL, in consultation with Town staff, shall cooperate, consult, and coordinate with one another and other relative stakeholders, to create, establish, develop and submit a "General PUD District Plan" (the "**General PUD**") in accordance with Section 16.7.5 of the Firestone Development Code or other overlay district in accordance with 16.2.5 of the Firestone Development Code, and all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders and/or decrees (collectively, the "**Laws**")., in a form and substance satisfactory to the Parties, covering the Overall Site (including the Project Site), which will serve as the foundational zoning document for the Overall Site (including the Project Site) and the PUD-DP (defined below) for the Project (the "**Programming Phase**").

3.3 Future Development Agreement. CAAF and USL have expressed a desire to request, and seek approval of, one or more economic development agreements (each, a "**Development Agreement**") memorializing the respective intentions, agreements and expectations with respect to the development of the Project at the Project Site, including, without limitation: (i) strategic plan regarding procurement and securing economic development incentives for the Project; (ii) establishment of the appropriate economic development incentives for the Project; and (iii) establishment of the appropriate economic development area, tax increment finance districts, and allocation areas, for the purposes of facilitating the Project ("**Incentive Request**"). Following the Programming Phase, the Parties shall cooperate in good faith to enter into one or more separate Development Agreements covering the mutually desired Fieldhouse, Stadium, Commercial Development, infrastructure needs and any other areas which the Parties agree regarding the Project and Project Site, which is mutually acceptable to the Parties, addressing the applicable Incentive Request. Nothing in this Agreement nor any course of conduct between the Parties related to this Agreement shall be construed to bind the Parties to enter into any Development Agreement, any particular term contained within a Development Agreement, an agreement to any particular Incentive Request, nor any obligation of any party to enter into any further definitive agreement.

3.4 Schematic Design Documents. As set forth in such applicable Development Agreement, upon entering into such Development Agreement, CAAF and USL shall work in concert to prepare and submit to the Town documents and drawings, including without limitation, renderings and elevations for such part of the Project which such Development Agreement covers, that are materially consistent with the approved General PUD or overlay district, if applicable, and the Laws (collectively, "**Project Schematic Design Documents**"). Once finalized, CAAF and USL shall own all title, interest or other proprietary or intellectual property rights in and to the Project Schematic Design Documents, including any copyrighted material, text or images of the Project Schematic Design Documents, until payment of the Scoping Fee by the Town pursuant to Section 4.1.

3.5 PUD-DP Submission and Development. As set forth in such applicable Development Agreement, after the General PUD District Plan or, if applicable, overlay district is approved and the applicable Project Schematic Design Documents are submitted, CAAF and USL will work in concert to establish, develop and submit a detailed PUD District Plan ("**PUD-DP**") or, where applicable, one or more General PUD District Plan amendments or final development plans ("**FDP**") for the portion of the Project at the Project Site which such Project Schematic Design Documents apply to the Town, all in a form and substance satisfactory to the Parties and in accordance with Sections Section 16.2.4.E.7, 16.7.5 and/or 16.7.10 of the Firestone Development Code, covering the portion of the Project at the Project Site which the Project Schematic Design Documents apply and containing standards and provisions necessary to carry out such portion of the Project consistent with the General PUD Plan (or, if applicable, the overlay district or General PUD Plan amendment) and such Project Schematic Design Documents.

3.6 Subdivision Plat. The Parties agree and acknowledge that while the subdivision platting process is separate and legally distinct from the PUD-DP approval process, in most cases land will need to be subdivided to carry out a PUD-DP, General PUD Plan amendment, or FDP. In the event any portion of the Overall Site or Project Site must be subdivided to carry out the applicable Project's PUD-DP or one or more General PUD Plan amendments or FDP's, CAAF and USL, in concert with one another and in consultation with Town staff, will cooperate, consult and coordinate with one another and other relative stakeholders, to establish, develop and submit one or more subdivision plats in accordance with Section 16.7.6 of the Firestone Development Code, to be conducted concurrently with the review of the PUD-DP, General PUD Plan amendments or FDP.

3.7 Lease of Project Site. After the General PUD District Plan or, if applicable, overlay district is approved, but prior to submission of the PUD-DP or, if applicable, the FDP, the Parties will cooperate, consult and coordinate with one another to establish, develop and submit one or more lease agreements, in a form and substance satisfactory to the Parties, to the Town Board of Trustees for its approval, covering all or individual portions of the Project Site. Nothing in this Agreement is intended to bind the Parties to enter into any lease agreement, nor any particular term contained within such lease agreement.

a. Rights of Investigation. To assist CAAF and USL in developing the Project Site lease(s), beginning on the Effective Date and at all times until the earlier of: (i) the one (1) year anniversary of the Effective Date; or (ii) the termination of this Agreement (the "**Inspection Period**"), CAAF and USL shall have the right to conduct due diligence investigation of the Project Site. During the Inspection Period, upon reasonable advance notice, CAAF and USL may enter upon the Project Site during business hours to inspect and to engage in planning activities relative to the use of the Project Site; provided, however, that in connection with such entry: (a) Town shall not be responsible for any loss, including theft, damage or destruction to any work or material of CAAF or USL, or any injury to CAAF or USL; (b) if any inspections or tests disturbs the Project Site, CAAF or USL (whoever disturbs the Project Site) will restore the Project Site to the same material condition as existed before the inspection or test; and (c) CAAF or USL shall indemnify, defend, protect and hold harmless Town from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including reasonable attorneys' fees and court costs) arising from any such entry by or on behalf of CAAF or USL.

b. Inspection Documents. Within ten (10) days following the execution of this Agreement, Town shall provide to CAAF and USL, at no cost to CAAF's nor USL, all documents pertaining to the Project Site in Town's possession, including, without limitation, the following, among others (collectively the "**Inspection Documents**"):

i. All plats of any of the Project Site, including, without limitation, survey plats;

ii. All environmental audits of the Project Site or any portion thereof; and

iii. Any engineering reports or studies completed within the last five (5) years related to the Project Site.

3.8 Timing & Exclusivity. CAAF and USL shall complete the obligations outlined in Section 3.1 through Section 3.2, within twelve (12) calendar months of the Effective Date (the "**Scoping Period**"), unless this Agreement is earlier terminated pursuant to the terms contained herein. This date may be extended upon the mutual written agreement of the Parties. If all Parties do not agree to extend the length of the Scoping Period, this Agreement shall terminate at 11:59 pm ET on the final day of the Scoping Period. From the Effective Date and throughout the Scoping Period (as extended under this Section 3.8), the Parties shall work exclusively with each other regarding the Project. Specifically:

a. Town Restrictions. The Town shall not, and shall not allow its representatives or agents to:

i. Seek, encourage, or engage in discussions or negotiations with any third party about any proposal, inquiry or transaction involving the development of a sports-anchored real estate project within a ten (10) mile radius of the Project Site that could reasonably be expected to compete with or replace the Project ("Alternative Transaction"); or

ii. Enter into any agreement with any third party for the sale, lease, development, encumbrance, or other use of all or any part of the Project Site or any other property within the Town for an Alternative Transaction.

b. CAAF and USL Restrictions. Similarly, neither CAAF nor USL shall, and neither shall allow their representatives or agents to:

i. Seek, encourage, or engage in discussions or negotiations with any third party about an Alternative Transaction; or

ii. Enter into any agreement with any third-party for an Alternative Transaction.

c. Termination of Existing Discussions. The Parties shall, and shall cause their representatives and agents to, immediately and in writing, terminate any ongoing discussions or negotiations with third parties related to:

i. the Project;

ii. the Project Site; or

iii. an Alternative Transaction.

3.9 Town's Cooperation. The Town shall, at all times, reasonably cooperate with CAAF and USL in connection with their obligations and actions outlined in **ARTICLE III** hereof. The Town's cooperation shall, in no event, be unreasonably withheld, conditioned, or delayed and shall include, without limitation, providing any necessary consents, access, or information within the Town's possession or control that is reasonably required for CAAF and USL to obtain permits or approvals for the obligations outlines in **ARTICLE III** hereof.

ARTICLE IV
PROGRAMMING PHASE COSTS

4.1 Scoping Fee. The Town shall reimburse CAAF and USL for all fees and charges reasonably related to the total costs incurred by CAAF and USL performing the obligations outlined in Section 3.1 and Section 3.2, which shall not exceed $250,000 (the "**Scoping Fee**") in accordance with this Article IV. CAAF and USL will track and submit to the Town all fees and charges incurred during the Programming Phase with the invoices and other applicable documentation from all vendors subject to such obligations. The Town shall pay the Scoping Fee to CAAF and USL upon the earlier of: (i) the date of termination of this Agreement; (ii) the date which a Development Agreement is entered into between the Parties for all or any portion of the Project; or (iii) upon the expiration of the Scoping Period. Notwithstanding the foregoing, the Town shall not be required to pay all or part of the Scoping Fee if the Town terminates this Agreement due to an uncured CAAF or USL Event of Default.

4.2 Intellectual Property. All materials, work product, deliverables and intellectual property created pursuant to this Agreement (collectively, the "**Work Product**") shall become the unrestricted, exclusive property of the Town upon payment of the Scoping Fee by the Town pursuant to Section 4.1. In the event this Agreement is terminated or the Parties do not move forward with the Project, and the Town uses, modifies or provides to any third party any Work Product, the Town fully indemnifies, releases, and olds harmless CAAF, USL and their subcontractors from all costs and expenses, including the cost of defense, related to claims asserted by any third person or entity to the extent such costs and expenses arise from the Town's use, modification or provision to any third party of the Work Product.

ARTICLE V
DEFAULT

5.1 Events of Default. It shall be an "**Event of Default**" if any Party fails to perform or observe any material term or condition of this Agreement to be performed or observed by it, if such default or failure is not cured within ten (10) days after written notice of such default, or if such default or failure cannot be reasonably cured within ten (10) days, then reasonable steps to begin the cure of such default or failure have been taken within ten (10) days after written notice of such default (the "**Cure Period**"). Notwithstanding the foregoing, in no event shall the Cure Period exceed thirty (30) days.

5.2 General Remedies. Whenever an Event of Default occurs, the non-defaulting Parties may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting Parties under this Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting Party, any failure of the defaulting Party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If a non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting Party shall reimburse any non-defaulting Party for all such reasonable costs and expenses.

5.3 No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, to be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting Party to exercise any of its rights or remedies, it shall not be necessary for a non-defaulting Party to give notice to the defaulting Party, other than such notice as may be required by this Agreement or by the Laws. In no event shall any Party hereunder be liable to the other for punitive or consequential damages as a consequence of an Event of Default by such Party.

5.4 Injunctive Relief. If an Event of Default occurs, the Town shall be entitled to seek specific performance or injunctive relief.

5.5 No Limitation. Notwithstanding anything to the contrary set forth herein, the rights and remedies set forth in this Article VI are not exclusive and shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

6.1 CAAF. CAAF represents and warrants that: (a) CAAF is a limited liability company, duly organized and validly existing under the laws of the State of Indiana; (b) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (c) it has the authority to: (i) enter into this Agreement; (ii) perform its obligations hereunder; and (iii) execution of this Agreement has been duly authorized by valid corporate action of CAAF and constitutes a legal, valid and binding obligation of CAAF.

6.2 USL. USL represents and warrants that: (a) USL is a limited liability company, duly organized and validly existing under the laws of the State of Florida; (b) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (c) it has the authority to: (i) enter into this Agreement; (ii) perform its obligations hereunder; and (iii) execution of this Agreement has been duly authorized by valid corporate action of USL and constitutes a legal, valid and binding obligation of USL.

6.3 Town Representations and Warranties. Town represents and warrants that: (a) it is duly organized and validly existing under the laws of the State of Colorado; (b) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (c) subject to further legal proceedings as required under the Laws, they have the authority to: (i) enter into this Agreement; (ii) perform their respective obligations hereunder; and (iii) the execution of this Agreement has been duly authorized by valid corporate action of their respective governing bodies and is a legal, valid and binding obligation of the Town.

ARTICLE VII
GENERAL TERMS

7.1 Time is of the Essence. The Parties agree that time is of the essence with respect to this Agreement.

7.2 Termination. This Agreement may be terminated: (i) at any time during the Scoping Period by the Town, CAAF or USL, for any reason or no reason, upon fourteen (14) days' prior written notice to the other Parties; (ii) upon written notice by a Party to the other Parties if, after the Scoping Period, mutually agreed upon terms regarding a Development Agreement or a lease agreement are not able to be realized after good faith negotiations; (iii) if CAAF or USL at any point prior to or after entering into a Development Agreement or lease with the Town, withdraws its PUD-DP or, if applicable, FDP application from the Town Board of Trustees consideration; or (iv) upon the lapse of the Scoping Period and appropriate Development Agreements have not been entered into between the appropriate Parties, provided, however, that termination shall not affect the liability of a Party for breach of any of the provisions of this Agreement prior to the date of termination. Upon the date of termination, the Parties shall have no further obligations hereunder, except as otherwise stated in this Agreement. For the avoidance of doubt, in the event that either CAAF or USL terminates this Agreement, but the other Party does not terminate this Agreement, then this Agreement shall remain in effect between the Town and non-terminating Party.

7.3 Confidentiality. Each Party hereto agrees that the contents of this Agreement are strictly confidential. Each of the Parties agrees not to disclose any such information to anyone (including, without limitation, issuing any press release or making any public announcement with respect thereto or disclosing such information to any other parties) without the prior written consent of the other Parties, provided, however, that the Parties may disclose such information if such disclosure is required by law or to: (i) their legal counsel, accountants, lenders, and financial advisors; (ii) those directors, officers and employees whose services are required in connection with the evaluation of the transaction; and (iii) Department of Transportation ("DOT") and county officials, provided, further, that all such persons are, prior to the receipt of such information, informed of the confidential nature of such information and agree to be bound by the non-disclosure provisions hereof. Nothing herein shall prohibit any Party from disclosing such information as and to the extent required by law, including, but not limited to the Colorado Open Records Act, provided that, to the extent legally permissible, the disclosing Party shall provide written notice to the other applicable Party or Parties prior to such disclosure to allow the other applicable Party or Parties the opportunity to seek a protective order or other appropriate remedy.

7.4 Assignment. The rights and obligations contained in this Agreement may not be assigned by CAAF and USL without the express written consent of the Town, provided, that, CAAF and USL may assign this Agreement to an Affiliate or to a successor of all or substantially all of the assets of CAAF and USL through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successor and permitted assigns. For purposes of this Agreement, "**Affiliate**" means, with respect to CAAF and USL, an organization or person which directly or indirectly controls, or is controlled by, or is under common control with, (a) CAAF or USL, or (b) any general partner, manager or managing member of CAAF or USL. "**Control**" (including the terms "controls", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

7.5 Notice. Any notice required or permitted to be given by any Party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other Party; (b) five (5) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, to the following addresses:

To the Town:	Town of Firestone 9950 Park Avenue Firestone, CO 80504 Attn: A.J. Krieger
With a copy to:	Widner Juran LLP 13133 E. Arapahoe Rd., Ste. 100 Centennial, CO 80112 Attn: Keith Martin
To CAAF:	Card Associates Athletic Facilities, LLC 10475 Crosspoint Blvd. Ste 410 Indianapolis, IN 46256 Attn: William Bunkowfst
With a copy to:	Card Associates Athletic Facilities, LLC 10475 Crosspoint Blvd. Ste 410 Indianapolis, IN 46256 Attn: Counsel
To USL:	United Soccer Leagues, LLC 1715 N Westshore Blvd Ste 825 Tampa, FL 33606 Attn: Chris Boyajian
With a copy to:	United Soccer Leagues, LLC 1715 N Westshore Blvd Ste 825 Tampa, FL 33606 Attn: Chief Legal Officer

Either Party hereunder may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

7.6 Authority. Each undersigned person executing this Agreement on behalf of the Town, CAAF, and USL, represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the Town, CAAF, and USL, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power and authority to enter into and carry out this Agreement; and (c) the execution, delivery and performance of this Agreement have been duly authorized by the Town, CAAF, and USL, respectively, provided, however, the Town's ability to perform under this Agreement is subject to completion of certain procedures required by Law which the Town agrees to undertake with diligence and in good faith.

7.7 Force Majeure. Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, as a result of Force Majeure (as defined below), then: (a) the Party asserting Force Majeure shall deliver written notice to the other Parties as soon as reasonably practical; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes hereof, "**Force Majeure**" means an event or circumstance beyond the reasonable control of the claiming Party, and not substantially caused by the other Party, and includes, but is not limited to, acts of God, war, riot, fire, explosion, accident, flood, cyber-attack, cyber breach, sabotage, lack of adequate fuel, power, raw materials, labor, facility malfunctions caused by circumstances beyond the reasonable control of the claiming Party and not resulting from improper maintenance, or any other event beyond the reasonable control of the claiming Party that prevents the completion, commencement of operations, or operations of the Parties' services hereunder. Inability to pay money when due, for whatever reason, or financial insolvency or incapacity to perform, are expressly excluded from Force Majeure.

7.8 Governing Law; Dispute Resolution. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any dispute, controversy or claim arising out of or relating in anyway way to this Agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, shall require the Parties to first meet within fifteen (15) days of a Party's request to discuss and remedy such dispute. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

7.9 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

7.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Parties and sent by facsimile or electronic mail transmission. The Parties further agree that this Agreement may be executed by electronic copies of signatures, and that any electronic copies of signatures shall be binding upon the Party providing such electronic copy of signature as if it were the Party's original signature.

7.11 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

7.12 No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

7.13 No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between CAAF, USL, or any Affiliates thereof, and the Town.

7.14 Costs. Town, CAAF and USL will each be responsible for and bear all of their own respective costs and expenses, including without limitation, expenses of their legal counsels, accountants, representatives and other advisors (other than the Parties' brokers as agreed in separate written agreement) incurred at any time in connection with this Agreement.

[*Signatures on Following Pages*]

IN WITNESS WHEREOF, the Town, CAAF, and USL, have executed this Project Scoping Services and Pre-Development Agreement as of the Effective Date.

"TOWN"

____

By: ____
Name: ______________________________________
Title: _______________________________________

STATE OF COLORADO)
) SS:
WELD COUNTY)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization by __________, as __________ of ________, a municipal corporation, on behalf of the municipal corporation, who is [__] personally known to me or [__] who has produced ______________ as identification.

WITNESS my hand and notarial seal this _____ day of ______, 2025.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

______________________________ ____

"CAAF"

CARD ASSOCIATES ATHLETIC FACILITIES, LLC

By: ____
Name: William Bunkowfst
Title: President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization by William Bunkowfst, as President of CARD ASSOCIATES ATHLETIC FACILITIES, LLC, an Indiana limited liability company, on behalf of the company, who is [__] personally known to me or [__] who has produced ______________ as identification.

WITNESS my hand and notarial seal this _____ day of ______, 2025.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

______________________________ ____

"USL"

UNITED SOCCER LEAGUES, LLC

By: ____
Name: Justin Papadakis
Title: Deputy CEO & Chief Real Estate Officer

STATE OF FLORIDA)
) SS:
HILLSBOROUGH COUNTY)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization by Justin Papadakis, as Deputy CEO & Chief Real Estate Officer of United Soccer Leagues, LLC, a Florida limited liability company, on behalf of the company, who is [__] personally known to me or [__] who has produced _______________ as identification.

WITNESS my hand and notarial seal this _____ day of ______, 2025.

____
Written Signature

____
Printed Signature

NOTARY PUBLIC

My Commission Expires: My County of Residence is:

________________________________ ____

EXHIBIT A

OVERALL SITE

EXHIBIT B

PROJECT SITE

The area of the Overall Site outlines in Red is considered to be the Project Site as of the Effective Date.