

TOWN OF SUPERIOR
RESOLUTION NO. R-43
SERIES 2018

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE FINAL MAJOR SUBDIVISION PLAT, FINAL PLAT SITE PLAN AND ASSOCIATED DEVELOPMENT IMPROVEMENT AGREEMENT FOR ROCK CREEK RANCH FILING NO. 12A, LOTS 1-62, TRACTS A-G AND OUTLOTS A-E (CASE NOS. FP-2018-05 AND FPSP-2018-01)

WHEREAS, Superior Rock Creek, LLC ("Applicant"), wishes to develop certain property located in the Town of Superior (the "Property");

WHEREAS, Applicant has filed an application for a final subdivision plat and final plat site plan for the creation of 62 developable lots, 5 publicly dedicated outlots, 7 privately owned tracts and 3.12 acres of publicly dedicated right-of-way (the "Application");

WHEREAS, within the Rock Creek Planned Development a final development plan, as is requested by this Application, is referred to as a final plat site plan;

WHEREAS, Section 16-8-50 of the Superior Municipal Code (the "Code") requires a public hearing and recommendation by the Planning Commission regarding a final major subdivision plat;

WHEREAS, Section 16-10-40 of the Code also requires a public hearing and recommendation by the Planning Commission regarding approval of a final development plan or final plat site plan;

WHEREAS, the specific approval criteria for a final plat are set forth in Section 16-8-50 of the Code;

WHEREAS, the specific approval criteria for a final plat site plan ("FPSP") are set forth in Section 16-10-40(b) of the Code;

WHEREAS, on July 3, 2018, the Planning Commission held a properly-noticed public hearing on the Application and recommended that the Board of Trustees approve the Application, with conditions;

WHEREAS, Section 16-8-50 of the Code requires a public hearing and decision by the Board of Trustees on a final plat;

WHEREAS, Section 16-10-40 of the Code requires a public hearing by the Board of Trustees regarding approval of a FPSP;

WHEREAS, on July 23, 2018, August 13, 2018 and August 27, 2018, the Board of Trustees held a properly-noticed public hearing on the Application; and

WHEREAS, the Board of Trustees, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as provided below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Board of Trustees hereby finds and determines that the Application meets all of the applicable criteria set forth in the Code and is consistent with the Town of Superior Comprehensive Plan.

Section 2. The Board of Trustees hereby approves the Application, subject to the following conditions, all of which shall be fully satisfied within 60 days of approval of this Resolution:

A. Applicant shall make minor technical and redline corrections to plans as identified by Town staff;

B. The Final Plat shall be recorded prior to recording the FPSP;

C. Outlots A and D shall be deeded to the Town; and

D. Applicant shall execute and record the Development Improvement Agreement approved in Section 3 hereof.

Section 3. The Development Agreement between the Town and BC Lanterns Rock Creek LLC is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Development Agreement on behalf of the Town.

Section 4. This Resolution shall not take effect until after the ordinance approving the rezoning and planned development amendment takes effect.


ADOPTED this 27th day of August, 2018.

Clint Folsom

Clint Folsom, Mayor

ATTEST

Phyllis L. Hardin
Phyllis L. Hardin, Town Clerk

The seal is circular with a rope-like border. Inside the border, the text "THE TOWN OF SUPERIOR" is written in an arc at the top, and "COLORADO" is written in an arc at the bottom. Two small stars are positioned on the left and right sides of the seal, separating the top and bottom text.

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS DEVELOPMENT IMPROVEMENT AGREEMENT (the "Agreement") is entered into as of this 27th day of August, 2018 (the "Effective Date"), by and between THE TOWN OF SUPERIOR, COLORADO, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, Colorado (the "Town"), BC Lanterns Rock Creek LLC, a Colorado Limited Liability Company with an address of 712 Main Street, Louisville, Colorado 80027 ("Developer") (each individually a "Party" and collectively the "Parties").

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

WHEREAS, Developer wishes to develop the Property (the "Project");

WHEREAS, on July 23, 2018, the Board of Trustees, after holding all necessary public hearings and having received a recommendation of approval from the Planning Commission, approved the Final Plat Site Plan (the "FPSP") and Final Plat for the Property;

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

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Parties agree as follows:

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

2. Construction of Improvements.

a. All public improvements associated with the FPSP (the "Public Improvements") shall be installed and completed at the expense of Developer, and dedicated or conveyed to the Town. The complete list of Public Improvements associated with the FPSP and the estimated costs of these improvements are set forth in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Estimated Costs"). The Public Improvements shall be constructed in a workmanlike manner accordance with the applicable plat and associated construction documents drawn according to applicable regulations and construction standards for such improvements.

b. The Town may make reasonable engineering observations at Developer's expense. Observation, acquiescence in or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of such Public Improvements.

c. Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements at its sole cost and expense, including reproducible "as-built" drawings certified accurate by a professional engineer registered in the State of Colorado.

d. Developer shall construct, or cause to be constructed, all necessary water and sanitary sewer facilities in accordance with the rules and regulations of Superior Metropolitan District No. 1 ("SMD#1"). All facilities shall be dedicated, constructed, and maintained in accordance with SMD#1's rules and regulations and subject to any agreements between Developer, the Town and SMD#1.

e. Developer shall construct, or cause to be constructed, drainage improvements in accordance with the rules and regulations of the Town.

f. Developer shall install, or cause to be installed, all necessary parking improvements and access drive improvements in accordance with the FPSP.

g. Developer shall construct the extension of Coal Creek Drive to the northern boundary of the Property, with all necessary street improvements and landscaping, as shown on the FPSP.

h. In lieu of constructing the 10' concrete multi-use path along U.S. Highway 36, Developer shall pay to the Town the entire cost of such construction, and the Town shall use such funds for such construction, at such time as the Board of Trustees determines is appropriate, in its sole discretion.

i. To the extent any construction traffic damages any Town streets, Developer shall be responsible for repair of such damage or the reconstruction of such streets, as the Town determines appropriate.

j. Construction of the Public Improvements shall be completed on or before December 31, 2019, and proper application for acceptance of the Public Improvements shall be made on or before such date.

3. Fees.

a. *General.* The Town shall impose and Developer shall pay all applicable building permit and plan review fees.

b. *Exactions.* Developer shall pay all dedication and public improvement fees required by Chapter 16, Article XIII of the Superior Municipal Code.

b. *System Development Fees.* Developer acknowledges that Superior Metropolitan District No. 1 imposes system development fees on the Property and Developer shall be responsible for paying such fees as required by the rules and regulations of Superior Metropolitan District No. 1.

4. Title Policy. Developer shall provide the Town with a title commitment for the Property. The title commitment shall show that all property to be dedicated to the Town is or shall be subsequent to the recording of the plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable) which would make the dedications unacceptable, as the Town determines in its sole discretion. The title policy evidenced by the title commitment shall be provided 30 days after the recording of the final plat.

5. Acceptance of Public Improvements. Upon the completion of any of the Public Improvements in accordance with this Agreement, the Town may elect to conditionally accept such Public Improvement subject to the warranty. After the expiration of the warranty period for any particular Public Improvement, and provided any breaches of warranty have been cured, the Town shall issue final acceptance of such Public Improvements and, thereafter, the Town will accept and maintain such Public Improvements. Upon Developer's request, the Town shall confirm in writing the conditional or final acceptance of such Public Improvements.

6. Warranty. Developer shall warrant any and all Public Improvements for a period of 2 years from the date the Town grants probationary acceptance of the Public Improvements. The warranty period shall extend to the date final acceptance is granted in writing by the Town. Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, Developer shall warrant that:

- a. The title conveyed is marketable and its transfer rightful;
- b. All Public Improvements dedicated or conveyed are free from any security interest or other lien or encumbrance; and
- c. All Public Improvements dedicated or conveyed are free of defects in materials or workmanship for a period of 2 years, as stated above.

7. Performance Guarantee. To secure the construction and installation of the Public Improvements, Developer shall provide a letter of credit or alternate security pursuant to Chapter 16, Article XV of the Superior Municipal Code based on the Estimated Costs.

a. Approval of the FPSP shall be contingent upon Developer's provision of the Performance Guarantee within 30 days of the Effective Date. Failure of Developer to provide the Performance Guarantee shall negate the Town's approval of the FPSP.

b. Developer shall not start the construction of any public or private improvement on the Property, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Performance Guarantee.

c. The purpose of the Estimated Costs is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and Developer agrees to pay the Actual Costs of all such Public Improvements, regardless of the Estimated Costs.

d. The Estimated Costs may increase in the future. Accordingly, the Town reserves the right to review and adjust the Estimated Costs on an annual basis. Adjustments shall be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the Town adjusts the Estimated Costs, the Town shall give written notice to Developer. Developer shall, within 30 days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the amount of the adjusted Estimated Costs. If Developer fails to provide a new or amended Performance Guarantee, the Town may exercise the remedies provided for herein; provided, however, that prior to increasing the amount of the Performance Guarantee, the Town shall give credit to Developer for all Public Improvements which have actually been completed, so that the amount of the Performance Guarantee relates to the cost of required Public Improvements not yet constructed.

e. If the Public Improvements are not constructed or completed within the period of time specified by Section 2 hereof, the Town may draw on the Performance Guarantee of credit to complete the Public Improvements. If the Performance Guarantee is to expire within 14 calendar days and Developer has not yet provided a satisfactory replacement, or completed the Public Improvements, the Town may draw on the Performance Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements as the Town deems appropriate. If the Town has drawn on the Performance Guarantee, and a satisfactory replacement guarantee is provided or the Public Improvements have been completed, then the Town will release any funds received as a result of its draw on the Performance Guarantee within a reasonable period of time, or within 10 calendar days of a request by Developer.

f. Upon completion of construction and compliance with all conditions and requirements within the required time and the written approval of the Town, the Performance Guarantee may be reduced to the amount of 25% of the total actual cost of construction and installation of the Public Improvements. The reduced Performance Guarantee shall be held by the Town during the 2-year warranty period.

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

9. Nuisance Conditions. Developer shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the Superior Municipal Code. If the Town determines that a nuisance exists, Developer shall be subject to the provisions of the Superior Municipal Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon 30 days' notice under this Agreement, draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Superior Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits or certificates of occupancy. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

10. Indemnification.

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

b. Developer shall pay all property taxes on property underlying the Public Improvements to be dedicated to the Town before acceptance by the Town, and shall indemnify and hold harmless the Town for any such property tax liability related thereto.

11. Waiver. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement. Developer expressly agrees that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Superior Municipal Code and the laws of the State of Colorado.

12. Vested Rights. The FPSP constitutes a site specific development plan as defined in C.R.S. § 24-68-101, *et seq.*, and Chapter 16 of the Superior Municipal Code, and shall create vested property rights for 3 years from the date of the Board's approval of the FPSP, provided that all required procedures are followed. The FPSP shall include the language required by C.R.S. § 24-68-102(4)(a) and Section 16-12-50 of the Superior Municipal Code. Developer shall be responsible for publication of the notice required by C.R.S. § 24-68-103(c).

13. Developer's Representations and Warranties. Developer hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date:

a. This Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms.

b. The person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer.

c. To the best of Developer's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor, to the best of Developer's knowledge, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to Develop the Property as contemplated.

d. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

14. Breach and Remedies.

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

i. The refusal to issue any building permit or certificate of occupancy;

ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

iii. A demand that the security given for the completion of the Public Improvements be paid or honored; or

iv. Any other remedy available at law or in equity.

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

c. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

15. Miscellaneous.

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

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

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

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

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

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

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

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

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

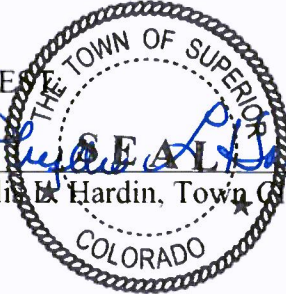
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR

Clint Folsom

Clint Folsom, Mayor

ATTEST
Phyllis E. Hardin
Phyllis E. Hardin, Town Clerk



DEVELOPER

BC Lanterns Rock Creek LLC
By: *St. O. L. Authorized Signer*

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 25th day of October, 2018, by Steven A. Erickson as the Authorized Signer of BC Lanterns Rock Creek LLC.

My commission expires:
TEARANEY ESPINOZA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174021020
My Commission Expires May 17, 2021

Tearaney Espinoza
Notary Public

**EXHIBIT A
LEGAL DESCRIPTION**

Rock Creek Ranch Filing No. 12A

**EXHIBIT B
PUBLIC IMPROVEMENTS**

EXHIBIT B**Engineer's Opinion of Probable Construction Costs - Public Costs Only**

Note: includes Coal Creek extension north of Lanterns Lane and Emergency Vehicle Access to 88th Street

8/6/2018

Item #	Unit	Unit Cost	Quantity	Total Cost
Mobilization	LS	3%	1	\$61,421
EARTHWORK (35% TOWN by area)				
Clear and Grub	AC	\$2,000	5.6	\$11,108
Overlot Grading Cut to Fill	CY	\$3.00	16241.8	\$48,725
Overlot Grading Export	CY	\$8.00	7023.8	\$56,190
Over-Excavation @ 5' below roadway	CY	\$3.00	14714	\$44,143
Over-Excavation @ 20' below building	CY	\$3.00	0	\$0
		<i>Subtotal Earthwork</i>	<i>\$160,166</i>	
SUBGRADE TREATMENT				
Fly Ash Treated Subgrade	TON	\$170	646	\$109,750
		<i>Subtotal Subgrade</i>	<i>\$109,750</i>	
CURB DRAINS				
6" Diameter HDPE Underdrain (Behind Curb)	LF	\$20	3880	\$77,600
		<i>Subtotal Curb Drains</i>	<i>\$77,600</i>	
CONCRETE				
Curb and 24" Gutter	LF	\$18	4181	\$75,253
Concrete Sidewalk and Paths	SY	\$35	4114	\$144,006
Future Trail Escrow	SY	\$35	1009	\$35,303
Raised Concrete Walk	SY	\$65	43	\$2,773
Sidewalk Chases	EA	\$1,200	41	\$49,200
		<i>Subtotal Concrete</i>	<i>\$306,535</i>	
ASPHALT PAVING				
HMA SX (75) PG-64-22 (0% MAX. RAP) 2.0" Thick	TON	\$84	1004	\$84,319
HMA S (75) PG-64-22 (20% MAX. RAP) 2.0" Thick	TON	\$79	843	\$66,628
HMA SG (75) PG-64-22 (20% MAX. RAP) 3.5" Thick	TON	\$74	1717	\$127,025
TEMPORARY ROAD BASE OR RAP CUL DE SAC	SY	\$25	240	\$6,008
		<i>Subtotal Asphalt</i>	<i>\$283,981</i>	
DOMESTIC WATER				
8" Blue C900 DR14 PVC Pipe w/ Tracer Wire	LF	\$46	2728	\$125,484
8" Gate Valve	EA	\$1,621	12	\$19,452
Fire Hydrant Assembly (Tee, Valve, DIP, Hydrant)	EA	\$6,034	4	\$24,136
Blowoff Assembly	EA	\$3,181	3	\$9,543
Water Service with Meter Pit	EA	\$2,183	62	\$135,346
		<i>Subtotal Domestic Water</i>	<i>\$313,961</i>	
REUSE WATER				
6" Purple C900 DR14 PVC Pipe w/ Tracer Wire	LF	\$46	620	\$28,520
6" Gate Valve	EA	\$1,621	2	\$3,242
Blowoff Assembly	EA	\$3,181	1	\$3,181
1" Irrigation Service with Meter Pit	EA	\$2,183	1	\$2,183
		<i>Subtotal Reuse Water</i>	<i>\$37,126</i>	
SANITARY SEWER				
8" Green SDR 26 PVC Pipe	LF	\$42	1817	\$76,314
6" Sanitary Underdrain Pipe	LF	\$25	1423	\$35,575
5' Manhole	EA	\$2,650	10	\$26,500
Sanitary Service	EA	\$1,600	62	\$99,200
Underdrain Service	EA	\$1,000	54	\$54,000
		<i>Subtotal Sanitary</i>	<i>\$215,275</i>	
STORM SEWER				
15" Class III RCP Pipe	LF	\$44	58	\$2,552

Engineer's Opinion of Probable Construction Costs - Public Costs Only

Note: includes Coal Creek extension north of Lanterns Lane and Emergency Vehicle Access to 88th Street

8/6/2018

Item #	Unit	Unit Cost	Quantity	Total Cost
18" Class III RCP Pipe	LF	\$48	1061	\$50,928
24" Class III RCP Pipe	LF	\$76	1170	\$88,920
30" Class III RCP Pipe	LF	\$112	312	\$34,944
42" Class III RCP Pipe	LF	\$161	254	\$40,894
4' Manhole	EA	\$2,181	7	\$15,267
5' Manhole	EA	\$3,170	4	\$12,680
6' Manhole	EA	\$4,263	1	\$4,263
5' Type R Inlet	EA	\$2,186	3	\$6,558
10' Type R Inlet	EA	\$3,935	10	\$39,350
15' Type R Inlet	EA	\$5,900	3	\$17,700
Type C Inlet	EA	\$3,000	7	\$21,000
18" FES W/RIPRAP	EA	\$2,500	5	\$12,500
24" FES W/RIPRAP	EA	\$3,500	1	\$3,500
36" FES	EA	\$3,000	1	\$3,000
Pond Forebay	EA	\$15,000	1	\$15,000
		<i>Subtotal Storm</i>	\$369,056	
EROSION CONTROL				
Sediment Basin	EA	\$5,000	1	\$5,000
Rock Construction Entrance	EA	\$1,000	1	\$1,000
Concrete Washout Area	EA	\$500	1	\$500
Inlet Protection	EA	\$200	20	\$4,000
Silt Fence	LF	\$2	1500	\$3,000
Other Storm BMP	ALLOW	\$15,000	1	\$15,000
		<i>Subtotal Erosion Control</i>	\$28,500	
MISCELLANEOUS				
4" PVC Sleeves	LF	\$18	1568	\$28,224
Sign Posts	EA	\$137	17	\$2,329
Traffic Signs	EA	\$137	17	\$2,329
Street Name Signs	EA	\$110	4	\$440
Street Lights	EA	\$2,500	21	\$52,500
Light Controller	EA	\$20,000	1	\$20,000
Electrical Conduit	LF	\$20	3666	\$73,319
Street Striping	ALLOW	\$6,000	1	\$6,000
		<i>Subtotal Misc.</i>	\$185,141	
LANDSCAPE				
Native (Dedicated-Outlots)	SF	\$0.20	227902	\$45,580
Sod - (ROW)	SF	\$1.40	23019	\$32,227
Trees - (ROW)	EA	\$500	74	\$37,000
		<i>Subtotal Landscape</i>	\$114,807	
Total Hard Costs				\$2,224,826