



Town of Erie

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, August 11, 2026

6:30 PM

Council Chambers

Regular Meeting

Link to Watch or Comment Virtually: <https://www.erieco.gov/CouncilMeeting>

I. Call Meeting to Order and Pledge of Allegiance

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

- A. Approval of the June 9, 2026 Town Council Meeting Minutes
- B. Approval of the July 14, 2026 Town Council Meeting Minutes
- C. Approval of the July 28, 2026 Town Council Meeting Minutes
- D. 2026-156 A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. for the Zone 2 Water Systems Improvements Project
- E. 2026-157 A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. for the Zone 2 Water Storage Tank and Pump Station
- F. 2026-158 A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with Weld County for Town Participation in Community Development Block Grant Urban County Program
- G. 2026-159 A Resolution of the Town Council of the Town of Erie Authorizing the Assignment of the Town's Private Activity Bond Allocation for 2026 to the Housing Authority of the City and County of Broomfield, Colorado d/b/a Broomfield Housing Alliance, Approving an Assignment of Allocation, and Providing Other Details in Connection Therewith
- H. 2026-160 A Resolution of the Town Council of the Town of Erie Approving a Maintenance Agreement with Colliers Hill Build to Rent, LLC, for Tracts A – T, Colliers Hill Filing No. 4H
- I. 2026-154 A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with Boulder County for the November 3, 2026, Coordinated Election
- J. 2026-155 A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with Weld County for the November 3, 2026, Coordinated Election
- K. 2026-161 A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Construction Contract with RCD Construction, Inc. for the Vista Ridge Ponds A19 and A20

- L. 29-2026 An Ordinance of the Town Council of the Town of Erie Granting an Easement to United Power, Inc. and Approving the Associated Easement Agreement
- M. 30-2026 An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Title 2, Chapter 2 of the Erie Municipal Code Regulating Business Licenses
- N. 2026-162 A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with ICON Engineering, Inc. for Pre-Design and Design Services Related to the County Line Road Improvements - Telleen Ave to Erie Parkway

V. Public Comment on Non-Agenda and Consent Items Only

This agenda item provides the public an opportunity to discuss items that are not on the agenda or consent agenda items only. The Town Council is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.

VI. General Business

- A. 2026-163 A Resolution of the Town Council of the Town of Erie, Colorado, Submitting to the Electorate of the Town of Erie at the November 3, 2026, Coordinated Election A Certain Question Authorizing the Issuance of Debt and the Increase of Sales and Use Taxes for the Purposes Described in the Ballot Question
- B. 2026-164 A Resolution of the Town Council of the Town of Erie, Colorado, Submitting to the Electorate of the Town of Erie at the November 3, 2026, Coordinated Election A Certain Question Authorizing A New Lodging Tax for the Purposes Described in the Ballot Question
- C. Impact Fee Process Update

VII. Council Member Reports and Announcements

VIII. Town Manager Report

IX. Town Attorney Report

X. Executive Session

- A. EXECUTIVE SESSION to determine positions relative to matters that are subject to negotiations, instruct negotiators, and receive legal advice pursuant to C.R.S. § 24-6-402(4)(a), (b), and (e) related to the acquisition of real property for the construction of the Coal Creek Channel Restoration project.

XI. Adjournment

The Town Council's goal is that all meetings be adjourned by 10:30 p.m. An agenda check will be conducted at or about 10:00 p.m., and no later than at the end of the first item finished after 10:00 p.m. Items not completed prior to adjournment will generally be taken up at the next regular meeting.

Translation Services

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or other accommodation should [email the Town Clerk's Office](#) or call 303-926-2710. Please submit requests at least 48 hours prior to the meeting.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor [llame a la Ciudad](#) 303-926-2710. Por favor envíe sus solicitudes al menos 48 horas antes de la reunión.



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-145

Subject:

Approval of the June 9, 2026 Town Council Meeting Minutes

Department: Administrative Services,

Presenter(s): Debbie Stamp, Town Clerk

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

NA

Staff Recommendation:

Approve the minutes from the June 9, 2026 Town Council meeting.

Summary/Key Points:

NA

Background of Subject Matter:

NA

Attachments:

1. 06-09-2026 Council Minutes



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, June 9, 2026

6:30 PM

Council Chambers

Regular Meeting

Link to Watch or Comment Virtually: www.erieco.gov/CouncilMeeting

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 6:30 p.m.

II. Roll Call

Present: 7 - Mayor Moore, Mayor Pro Tem Bell, Council Member Pesaramelli, Council Member O'Connor, Council Member Baer, Council Member Mortellaro, and Council Member Hoback

III. Approval of the Agenda

Mayor Pro Tem Bell made a motion to approve the Agenda. Council Member O'Connor seconded the motion. The motion passed by the following vote at 6:31 p.m.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

IV. Consent Agenda

[2026-371](#) Approval of the May 12, 2026 Town Council Meeting Minutes

Attachments: [05-12-2026 Council Minutes](#)

[2026-320](#) 2026 Juneteenth Proclamation, Sponsored by Council Members Brian O'Connor, Anil Pesaramelli, and Emily Baer

Attachments: [Proclamation](#)

Council Member Baer read the proclamation at 6:54 p.m.

[2026-54](#)

Attachments: [Resolution 26-087](#)
[Lease Agreement](#)

[2026-313](#) A Resolution of the Town Council of the Town of Erie Approving a Purchase Agreement with Robert V. Michel and Christi J. Michel for the Purchase of three Colorado-Big Thompson Units

Attachments: [Resolution 26-108](#)
[Purchase Agreement](#)
[Escrow Agreement](#)

[2026-322](#) A Resolution of the Town Council of the Town of Erie Approving a Grant Agreement with the Division of Aeronautics for Erie Municipal Airport Pavement Maintenance

Attachments: [Resolution 26-109](#)

[2026-326](#) A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with C.R. Contracting for the Airport Pavement Maintenance

Attachments: [2 26634 Contract Agreement](#)
[Resolution.docx](#)

[2026-352](#) A Resolution of the Town Council of the Town of Erie Approving the Construction Contract with Colorado Boring Company for the Fiber from Water Plant to Tank Site Project

Attachments: [Agreement](#)
[Resolution 26-110](#)

[2026-355](#) A Resolution of the Town Council of the Town of Erie Approving an Agreement with Traffic Signal Controls, Inc. for the Purchase of Traffic Detection Equipment

Attachments: [Agreement](#)
[Resolution 26-111](#)

[2026-356](#) A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Construction Contract with Facilities Contracting, LLC, for the Erie Maintenance Storage Facility Expansion Project PR-25-17

Attachments: [Resolution](#)
[First Amendment](#)
[Original Contract](#)

Mayor Pro Tem Bell made a motion to approve the Consent Agenda. Council Member Baer seconded the motion. The motion passed by the following vote at 6:33 p.m.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

V. Public Comment

Mayor Moore read the Public Comment rules and opened Public Comment at 6:34 p.m.

The following spoke:

1. Steven Drew spoke in opposition to Council having Executive Sessions to discuss the mineral rights deal, the RFP process, or the contractor.
2. Marcie Lord spoke in opposition to the selling of the Town's mineral rights until an Environmental Study is completed.
3. Jordan S. spoke in opposition to the flying of the PRIDE flag.
4. Laura Brecht ceded her time to Emily Brecht.
5. Emily Brecht spoke in opposition to the selling of the Town's mineral rights.
6. Briana Brown spoke about the lack of trail access that the Compass neighborhood has to the rest of Town.

With no additional speakers in house or online virtually, Mayor Moore closed Public Comment at 6:53 p.m.

VI. General Business

[2026-341](#) 2026 Loving Day Proclamation, Sponsored by Council Member O'Connor, Council Member Baer, and Mayor Moore

Attachments: [Proclamation](#)

Council Member O'Connor read the proclamation at 6:57 p.m.

[2026-358](#) Presentation of 90 Second Celebration Video

Julian Jacquin, Director of Economic Development, recognized the other members of the Legislative Team (Luke Bolinger, Eryka Thorley, Josh Campbell & Meredyth Muth) and presented the video at 7:02 p.m.

[2026-344](#) PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Amending Chapters 6 and 11 of Title 10 of the Erie Municipal Code Regarding Landscaping

Attachments: [Resolution P26-09](#)
[Staff Report](#)
[Presentation](#)
[Public Notice](#)
[Ordinance 027-2026](#)

Mayor Moore opened the Public Hearing at 7:04 p.m.

Dylan King, Sustainability and Water Conservation Specialist II, presented the item at 7:05 p.m.

With no speakers in house or online virtually, Mayor Moore closed the Public Hearing at 7:16 p.m.

Mayor Pro Tem Bell made a motion to approve Ordinance 027-2026. Council Member Baer seconded the motion. The motion passed by the following vote at 7:15 p.m.

Ayes 7 - Mayor Moore
Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member O'Connor
Council Member Baer
Council Member Mortellaro
Council Member Hoback

[2026-362](#) Erie Chamber of Commerce - 2026 Action Plan

Attachments: [Presentation](#)

Pat Vero, Executive Director of the Erie Chamber of Commerce, presented the item at 7:17 p.m.

[2026-363](#) We Love Erie Business Collective - 2026 Action Plan

Attachments: [Presentation](#)

Rhonda Grassy along with Victoria Meyer presented the item at 7:43 p.m.

VII. Council Member Reports and Announcements

Council Members spoke about the June 11th Tree Walk at 6 pm at Reliance Park; the Ponds at Vista Ridge; shout out to the Town's Legislative Team; the Juneteenth celebration from 6-8 pm on June 19, last weekend's PRIDE event; the EPD ceremony giving 3 life saving

awards and swearing in 6 new officers; great job on the Collier's Hill Bridge; Council Member Hoback expressed his disappointment that next week's special meeting will not be rescheduled since he will be out of town; great turnout for CML's district meeting here in Erie; and great work on 111th & Arapahoe.

VIII. Town Manager Report

Meredyth Muth, Interim Town Manager, passed along information on the Volunteer Coordinator position. It is designed to get volunteers Town events and Town programs, so nothing townwide.

IX. Town Attorney Report

Breena Meng, Town Attorney, had nothing to report.

X. Executive Session

Mayor Pro Tem Bell made a motion to go into Executive Session. Council Member O'Connor seconded the motion. Council Member Hoback asked for a role call vote. The motion failed by the following vote at 8:04 p.m.

Ayes 4 - Mayor Moore
Mayor Pro Tem Bell
Council Member O'Connor
Council Member Mortellaro

Nayes 3 - Council Member Pesaramelli
Council Member Baer
Council Member Hoback

[2026-372](#)

EXECUTIVE SESSION to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); for which a topic cannot be disclosed without compromising the purpose of the executive session.

XI. Adjournment

The Mayor adjourned the meeting at 8:15 p.m.

Approved _____
Mayor

Attest _____
Town Clerk



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-143

Subject:

Approval of the July 14, 2026 Town Council Meeting Minutes

Department: Administrative Services,

Presenter(s): Debbie Stamp, Town Clerk

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

NA

Staff Recommendation:

Approve the minutes from the July 14, 2026 Town Council meeting.

Summary/Key Points:

NA

Background of Subject Matter:

NA

Attachments:

1. 07-14-2026 Council Minutes



Town of Erie

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, July 14, 2026

6:30 PM

Regular Meeting

<https://www.erieco.gov/CouncilMeeting>

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 06:30 PM

II. Roll Call

III. Approval of the Agenda

Mayor Moore announced that the 2026 Disability Pride Month Proclamation would be moved from the Consent Agenda to General Business.

Council Member Emily Baer made a motion to approve the Amended Agenda. Council Member Dan Hoback seconded the motion. The motion passed by the following vote at 06:33 PM

Ayes 7 - John Mortellaro, Brian O'Connor, Emily Baer, Brandon Bell, Anil Pesaramelli, Andrew Moore, Dan Hoback
Noes 0 - None

IV. Consent Agenda

Council Member Brian O'Connor made a motion to approve the Consent Agenda. Council Member Emily Baer seconded the motion. The motion passed by the following vote at 06:39 PM

Ayes 7 - John Mortellaro, Dan Hoback, Anil Pesaramelli, Andrew Moore, Brandon Bell, Brian O'Connor, Emily Baer
Noes 0 - None

- A. Approval of the June 23, 2026 Town Council Meeting Minutes
- B. 2026 Disability Pride Month Proclamation, Sponsors Council Members Emily Baer & Brian O'Connor
- C. A Resolution of the Town Council of the Town of Erie approving the First Amendment to the Intergovernmental Agreement with Boulder County for the Rehabilitation of Prince Lake
- D. A Resolution of the Town Council of the Town of Erie Approving a Purchase Agreement with ASA West Hygiene LLLP for the Purchase of three Colorado-Big Thompson Units
- E. A Resolution of the Town Council of the Town of Erie Approving a Purchase Agreement with ASA East Hygiene LLLP for the Purchase of four Colorado-Big Thompson Units

- F. A Resolution of the Town Council of the Town of Erie Accepting Dedications as Shown on the Hayward Minor Plat Amendment
- G. A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with A&M Renovations LLC for the Reconstruction of the Schofield Shed and Brooder House
- H. A Resolution of the Town Council of the Town of Erie Approving a Grant Agreement with the Federal Aviation Administration for Erie Municipal Airport Pavement Maintenance
- I. A Resolution of the Town Council of the Town of Erie Approving the First Amendment to the License Agreement with the Regional Transportation District for Colliers Hill Weld County Road 5 Stormwater Culvert Improvements
- J. A Resolution of the Town Council of the Town of Erie Accepting Dedications as Shown on the Westerly Filing 1 Amendment No. 2 Minor Plat Amendment
- K. A Resolution of the Town of Erie, Colorado Authorizing a Revocable License Agreement for Cornerstone Coffee dba Cristos Coffee - 149 S. Briggs Street
- L. A Resolution of the Town Council of the Town of Erie Approving Revocable License Agreements with Wapos Cantina for Downtown Patio Parklets
- M. A Resolution of the Town Council of the Town of Erie Approving Revocable License Agreements with 24 Carrot Bistro for Downtown Patio Parklets
- N. A Resolution of the Town Council of the Town of Erie Approving Revocable License Agreements with the Old Mine Cider Co. for Downtown Patio Parklets

V. Public Comment on Non-Agenda and Consent Items Only

Mayor Moore read the Public Comment rules and opened Public Comment at 6:36 PM.

The following spoke:

- 1. Veronica Drew ceded her time to Steve Drew.
- 2. Steve Drew spoke about concerns with the mineral rights sale.
- 3. Emily Brecht spoke about her referendum to overturn the mineral rights sale.

With no additional speakers in person or online virtually, Mayor Moore closed Public Comment at 6:41 PM.

VI. General Business

- A. Presentation of Star Award
Lee Mathis, Chief of Police, presented the Star Award to 5 separate police officers.
- B. Draft ballot language for the ECC Expansion and Renovation Project and Lodging Tax
Gabi Rae, Director of Communications & Community Engagement, Luke Bolinger, Director of Parks & Recreation, Sarah Nurmela, Director of Planning & Development, and Sara Hancock, Director of Finance joined the meeting to discuss the proposed ballot language for ECC Expansion & Renovation Project and Lodging Tax.
- C. Discussion: Council Rules of Procedure; Council Codes of Ethics & Conduct; Virtual Meeting Policy

Meredyth Muth, Interim Town Manager, presented the items for discussion.

1. All meetings start at 6:30 PM
2. Regular & Special meetings include Public Comment.
3. Publish the packet by close of business on Thursday.
4. Items being pulled off Consent needs to be requested by 2:00 PM the day of the meeting.
5. Public Comment is 3 minutes for 1-19 people, 20+ people drops it to 2 minutes.

Virtual Attendance Policy

1. Council Members can attend remotely if sick or traveling.
2. The person presiding over the meeting needs to be in Council Chambers.
3. Completely virtual is available due to bad weather, etc.

Code of Ethics / Code of Conduct

The Code of Ethics/Code of Conduct was discussed. Staff will bring back options for Council to consider.

D. Discussion/Direction: Advisory Board Appointment Process

Meredyth Muth, Interim Town Manager, presented the item at 8:37 PM

The Interim Town Manager and the Town Clerk will work on a clear process for 2027.

VII. Council Member Reports and Announcements

Council Members spoke about:

- The great fireworks display this year with a big thank you to the Police Department and Mountain View Fire Department for their input.
- At the DRCOG meeting there was discussion about the building policy
- NW Mayor & Commissioner's meeting held a discussion on Initiative 175.
- Congratulations to Erie Police Department for their outstanding work and receipt of the Star Award.
- The Erie Balloon Festival was absolutely great this year.

VIII. Town Manager Report

Meredyth Muth, Interim Town Manager, thanked staff for the 4th of July fireworks this year and gave an update on the recruitment process for the new Town Manager.

IX. Town Attorney Report

Breena Meng, Town Attorney, had nothing to report.

X. Executive Session

Mayor Pro Tem Brandon Bell made a motion to go into Executive Session. Council Member Emily Baer seconded the motion. The motion passed by the following vote at 09:16 PM
Ayes 7 - Andrew Moore, Emily Baer, Brandon Bell, Anil Pesaramelli, Brian O'Connor, Dan Hoback, John Mortellaro

Noes 0 - None

Mayor Moore stated that the meeting would adjourn at the conclusion of the Executive Session.

- A. EXECUTIVE SESSION to determine the Town's position and instruct negotiators pursuant to C.R.S. § 24-6-402(4)(a) and (e) related to the airport property fixed base operator lease.

XI. Adjournment

Approved _____
Mayor

Attest _____
Town Clerk



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-144

Subject:

Approval of the July 28, 2026 Town Council Meeting Minutes

Department: Administrative Services,

Presenter(s): Debbie Stamp, Town Clerk

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

NA

Staff Recommendation:

Approve the minutes from the July 28, 2026 Town Council meeting.

Summary/Key Points:

NA

Background of Subject Matter:

NA

Attachments:

1. 07-28-2026 Council Minutes



Town of Erie

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, July 28, 2026

6:30 PM

Regular Meeting
<https://www.erieco.gov/CouncilMeeting>

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 6:30 PM.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

Council Member John Mortellaro made a motion to approve the Consent Agenda. Mayor Pro Tem Brandon Bell seconded the motion. The motion Passed by the following vote at 06:37 PM

Ayes 7 - Anil Pesaramelli, Brandon Bell, Brian O'Connor, John Mortellaro, Dan Hoback, Emily Baer, Andrew Moore
Noes 0 - None

- A. Approval of the June 16, 2026 Town Council Special Meeting Minutes
- B. A Resolution of the Town Council of the Town of Erie Approving a Third Amendment to the Agreement for Professional Services with Form+Works Design Group, LLC for the Schofield Farm Historic Building Rehabilitation Project
- C. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with Colorado Barricade Company for 2026 Street Striping Services
- D. A Resolution of the Town Council of the Town of Erie Approving an Amendment to the Construction Contract with JOC Construction for the Construction of the Erie Makerspace
- E. A Resolution of the Town Council Approving Revisions to the Intergovernmental Agreement between the Town of Erie and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program
- F. A Resolution of the Town Council of the Town of Erie Approving the First Amendment to Agreement for Design and Construction of Drainage and Flood Control Improvements for Prince Lake Tributary at 111th Street and Arapahoe Road with the Urban Drainage and Flood Control District d/b/a Mile High Flood District
- G. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with JMT, Inc., for a Wastewater Strategic Plan Update

- H. A Resolution of the Town Council of the Town of Erie Authorizing the Town Manager to File a Land Use Application on Behalf of Town Council for the Town-Owned Property at 1025 Weld County Road 1 ½
- I. A Resolution of the Town Council of the Town of Erie Authorizing the Town Manager to File a Land Use Application on Behalf of Town Council for the Town-Owned Property at 450 Powers Street
- J. A Resolution of the Town of Erie, Colorado Authorizing a Revocable License Agreement for Team First Chair LLC dba Lucille's Creole Cafe - 554 Briggs Street
- K. A Resolution of the Town of Erie, Colorado Authorizing a Revocable License Agreement for Echo Brewing Cask & Barrel Inc. dba Echo Brewing - 600 Briggs Street
- L. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Ayres Associates, Inc. for On-Call Transportation Planning, Traffic Engineering, Complete Street Design and Related Consulting Services
- M. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with DJ&A, LLC for On-Call Transportation Planning, Traffic Engineering, Complete Street Design and Related Consulting Services
- N. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Felsburg Holt & Ullevig, Inc. for On-Call Transportation Planning, Traffic Engineering, Complete Street Design and Related Consulting Services
- O. A Resolution of the Town Council of the Town of Erie Approving a Agreement for Professional Services with IronStride Solutions, PC for On-Call Transportation Planning, Traffic Engineering, Complete Street Design and Related Consulting Services
- P. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Fox Tuttle Transportation Group, LLC for On-Call Transportation Planning, Traffic Engineering, Complete Street Design and Related Consulting Services
- Q. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Lighthouse Transportation Group, LLC for On-Call Transportation Planning, Traffic Engineering, Complete Street Design and Related Consulting Services
- R. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with RockSol Consulting Group, Inc. for On-Call Transportation Planning, Traffic Engineering, Complete Street Design and Related Consulting Services
- S. A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Stantec Consulting Services, Inc. for On-Call Transportation Planning, Traffic Engineering, Complete Street Design and Related Consulting Services
- T. A Resolution of the Town Council of the Town of Erie Approving a Agreement for Professional Services with WSB, LLC for On-Call Transportation Planning, Traffic Engineering, Complete Street Design and Related Consulting Services
- U. A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to

the Construction Manager At-Risk Contract with ECI Site Construction Management, Inc.
for the Schofield Farm Site Improvements Project

V. Public Comment on Non-Agenda and Consent Items Only

Mayor Moore read the Public Comment rules and opened Public Comment at 6:38 PM.

The following spoke:

1. Michael Embler spoke about speed and traffic management at Vista Ridge, specifically Alpine and Primrose.
2. Steve Williams ceded his time to Nathaniel Moller.
3. Nathaniel Moller spoke about speed and traffic management at Vista Ridge, specifically Alpine and Primrose.
4. Hazel Ludwig spoke about the Erie Municipal Airport noise and safety.
5. Michah Zogorski spoke in opposition to the speed and traffic management program slated at Vista Ridge,
6. Jacob Staehlin spoke about speed and traffic management at Vista Ridge, specifically Alpine and Primrose.
7. Cari Zogorski spoke about the proposed closure of Hamilton in Vista Ridge causing an unsafe exit for drivers.
8. Elaina Clark spoke about speed and traffic management at Vista Ridge, specifically Alpine and Primrose.

With no additional speakers in person or online virtually, Mayor Moore closed Public Comment at 7:03 PM.

VI. General Business

- A. Presentation: Planning Commission Annual Report
Chair Andrew Sawusch and Vice Chair Delany Dreckman presented the item at 7:05 PM.
- B. Presentation: Open Space and Trails Advisory Board Annual Report
Chair Ken Martin presented the item at 7:21 PM.
- C. Presentation: Airport Economic Development Advisory Board Annual Report
Chair Emmett Dowling presented the item at 7:39 PM.
- D. Presentation: Sustainability Advisory Board Annual Report
Chair Karen Winkler presented the item at 8:00 PM.
- E. Presentation: Historical Preservation Advisory Board Annual Report
Chair Mike Turner presented the item at 8:11 PM.
- F. Presentation: Tree Advisory Board Annual Report
Secretary Leanne Viehler presented the item at 8:22 PM.

VII. Council Member Reports and Announcements

Council Members spoke about:

- The Alpine/Primrose speed management issue scheduled for September 1st study session
- Erie Fest is this coming weekend
- Colorado 150th Anniversary is this weekend

- DRCOG is rolling out their regional plan
- Gave an update on Fast Tracks - residents encouraged to plug in to the feedback
- Sandlot Baseball League is starting up and looking for volunteers
- Please watch the July 16th AEDAB meeting to get information regarding the Erie Airpark
- Prayers go out to Sara & Dan Strobel who lost their son over the weekend due to a lightning strike. Their younger son was also injured and remains in the hospital but is doing better
- Thank you to the residents of Vista Ridge and those who live on Alpine & Primrose for coming out to speak tonight on the speed management program
- Coal Creek Little League Squad, which has players that live in Erie, won the Colorado 12U All-Stars State Championship.

VIII. Town Manager Report

Meredyth Muth, Interim Town Manager, stated that there is no Town Council meeting scheduled for August 4, 2026.

IX. Town Attorney Report

Breena Meng, Town Attorney, had nothing to report.

X. Adjournment

Mayor Moore adjourned the meeting at 8:45 PM.

Approved _____
Mayor

Attest _____
Town Clerk



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-54

Subject:

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. for the Zone 2 Water Systems Improvements Project

Department: Utilities,

Presenter(s): Todd Fessenden, Utilities Director

Time Estimate: 0

Fiscal Summary:

Cost as Recommended: \$1,082,478
Balance Available: \$14,990,050
Fund: Water
Line Item Number: 500-75-110-605000-100309
New Appropriation Required: No

Policy Issues:

Town Council must review and approve purchases of this amount according to Purchasing Policy.

Staff Recommendation:

Approve the Resolution

Summary/Key Points:

Town staff view this as a critical piece of infrastructure which has been delayed by land acquisition issues

Background of Subject Matter:

The preliminary design was advertised on the Rocky Mountain E-Purchasing website (aka BidNet). The Town received nine proposals and awarded the preliminary design to Burns & McDonnell. With this request for proposal, the following statement was

included, “Due to the complexity and unknown conflicts with the alignment, the fee for the preliminary design services will be awarded first. The fee for final design through construction phase will be negotiated at a later date. The Proposal must demonstrate the Proposer’s ability to provide the applicable services consisting of, but not limited to, the tasks described in the Scope of Work (including a list of deliverables).”

The preliminary alignment study was completed in 2021. The project was put on hold until the related 4 MGD Storage Tank Site could be acquired. The proposed tank site is to the east of Erie High School and has been acquired from the developer.

The final design of the Zone 2 Transmission Main will include: transmission waterline (2 miles) on Weld County Road (WCR) 12 between WCR 3 and WCR 7, the transmission waterline (2 miles) on WCR 5 between WCR 12 and Erie Parkway, the transmission waterline (2.8 miles) on Erie Parkway between County Line Road and east of WCR 5, and then to the proposed tank site. Design of the pipeline occurs in 2026 and will start construction shortly after design is complete. Anticipation completion of the pipeline project from 2027 to 2028.

Attachments:

1. Resolution 2026-156
2. Burns_McDonnell Agreement

**Town of Erie
Resolution No. 2026-156**

**A Resolution of the Town Council of the Town of Erie Approving an
Agreement for Professional Services with Burns & McDonnell
Engineering Company, Inc. for the Zone 2 Water Systems
Improvements Project**

Whereas, the Town sought proposals for the design of a Zone 2 water system improvements; and

Whereas, the Town requires the design services of Burns & McDonnell Engineering Company, Inc. for the Zone 2 Water System Improvements Project.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Professional Services
(Zone 2 Water System Improvements – Pipelines – Final Design (Project Number P20-281-A))

This Agreement for Professional Services (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, (the "Town"), and Burns & McDonnell Engineering Company, Inc., a Missouri corporation with a principal place of business at 9400 Ward Parkway, Kansas City, MO 64114 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town issued a Request for Proposals (the "RFP") which detailed a scope of work consisting of: (1) preliminary design and pipeline route evaluation; and (2) final design and constructions documents; for certain water system improvements (the "Project");

Whereas, the RFP contemplated work in two distinct phases;

Whereas, Contractor was selected to perform the work contemplated in the RFP;

Whereas, Contractor and Town entered into an initial agreement for the first phase of the work contemplated by the RFP and Contractor complete such work;

Whereas, in order for the design contemplated by the first phase to be implemented, the Town was required to acquire real property interests prior to proceeding to the final design;

Whereas, the Town has acquired the necessary real property interests to allow the water system improvement project to progress to full design; and

Whereas, Contractor and Town desire to enter into a second contract to carry out the second phase of the work contemplated by the RFP.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Contractor shall furnish all of the professional services, labor, materials, and equipment required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described in the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services").

B. A change or addition to the Services shall not be effective unless authorized as a duly executed amendment to this Agreement, signed by both parties. If Contractor

proceeds without such written and duly executed authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Contractor may request a change order seeking an equitable adjustment in the compensation or time allowed to perform the Services for any change in the Project or, the Agreement that affect the cost or schedule of the Services consisting of Town directed or requested changes the sequence, scope or timing of the Services, any unforeseen or differing site conditions, any suspension of the Services, any disruption or delay not caused by Consultant or its design consultants, or any change in applicable law. If a change order results in an increase to the Maximum Contract Amount, approval of the Town Council of the Town of Erie shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether work identified in a change order has been performed.

II. Term and Termination

A. *Term.* The term of this Agreement shall commence on the Effective Date, and shall continue until August 18, 2027, unless terminated earlier.

B. *Termination for Convenience.* The Town may, at any time and without cause, terminate the Agreement in whole or in part for the Town's convenience and without cause upon 30 days' written notice to Contractor. If the Town terminates this Agreement for convenience, the following shall apply:

1. Contractor is not entitled to any claim for any amount, including lost profits or other special or consequential damages, for or in connection with any portion of the Services yet to be performed.

2. Upon receipt of a termination notice, Contractor shall, unless otherwise directed by the Town, take all of the following actions: (a) cease operations as directed by the Town in the notice; (b) take all actions necessary or that the Town may direct for the protection and the preservation of work performed by Contractor pursuant to the Agreement; and (c) use all reasonable efforts to cancel or divert outstanding commitments and subcontracts for procurement of services, materials or equipment to the extent they relate to the terminated portion of the Services.

3. The Town shall pay Contractor for that portion of the Services properly executed prior to the date of the termination and, to the extent approved by the Town, actual cancellation charges or loss incurred by Contractor upon outstanding commitments or subcontracts that Contractor is unable to cancel, provided Contractor has proven reasonable efforts to divert the commitments to other activities. Within 60 days of the

effective date of the termination, Contractor shall submit a claim to the Town, along with all supporting backup documentation and cost records substantiating the amounts claimed. Contractor shall not be entitled to lost profits or any other form of special or consequential damages, or any costs incurred due to Contractor's or any of its suppliers or subcontractors fault or failure to mitigate as a result of any such termination by the Town for convenience.

C. *Termination for Default.* If Contractor defaults in the timely and proper performance of any of its obligations under this Agreement, Town may provide Contractor notice of such default, and Contractor shall, within 30 days, cure or commence to cure and diligently and continuously pursue cure of such default. Should Contractor fail to do so, Town may terminate the Services of Contractor. Upon termination, the Town shall pay Contractor for that portion of the Services previously authorized and satisfactorily completed prior to the date of the notice of termination, subject to any offset or other claim for damages suffered by the Town that are attributable to Contractor's default.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$1,244,867.00 (the "Maximum Contract Amount"), which shall include all fees, costs, and expenses incurred by Contractor. Payment shall be made in accordance with **Exhibit B**.

IV. Professional Responsibility

A. Contractor represents and warrants that it is qualified to assume the responsibilities and render the Services and has all requisite corporate authority and professional licenses in good standing, required by law. The work and Services performed by Contractor shall be performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work or services in the applicable community. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, incidental services or materials, and other work furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors, omissions or deficiencies in its designs, drawings, specifications, reports, and other work that fails to maintain the level of skill and care that an ordinary prudent professional in the same or similar circumstances would maintain, or fails to conform to applicable law, and Contractor shall reimburse the Town for any costs, expenses, or other liabilities caused by or attributable to such errors, omissions or deficiencies.

B. If Contractor fails to meet the standard of care in design services, it will perform at its own cost, and without reimbursement from Town, the professional engineering services necessary to correct errors and omissions which are caused by

Consultant's failure to comply with above standard, and which are reported to Consultant within one year from the completion of Consultant's design professional services.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subconsultants or subcontractors to perform any work under this Agreement, except as expressly set forth in the Services in **Exhibit A**.

D. Approval, review or acceptance by the Town of drawings, designs, specifications, reports, incidental Services or materials, and other work or Services furnished by Contractor or its subcontractors or subconsultants hereunder shall not in any way relieve Contractor of responsibility for the Services.

E. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees 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 and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

F. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

G. Affiliates. Contractor may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell International Inc., and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill Contractor's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between Contractor and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall be billed according to the

applicable rate sheet for the Scope of Work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of Contractor and able to act on behalf of Contractor within the scope of the authority granted such personnel according to job function and billing classification.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor and delivered to Town as required by Exhibit A shall be exclusively owned by the Town upon full payment by the Town. Notwithstanding the foregoing, all documents proprietary to Contractor shall remain the property of Contractor. Such materials and documents are not intended or represented to be suitable for reuse or used if not complete by Town or others on extension of the Project or any other project. Any reuse or use of incomplete documents without written verification or adaption by Contractor for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to the Contractor or its subcontractors, and Town shall hold harmless Contractor and its subcontractors from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

VI. Independent Contractor

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. Insurance

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance for the coverage listed below. Contractor shall procure and maintain, and shall require its subcontractors to procure and maintain adequate insurance for their portions of the work.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage caused by completed operations.

3. Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

4. Professional liability insurance with limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

5. Umbrella policy providing excess limits over the primary policies described in this Agreement with limits of \$2,000,000.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and any of their respective heirs and assigns, from and against all third party claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, to the extent caused by the negligent act, omission, error, professional error, mistake, negligence, any subcontractor or subconsultant of Contractor, or any officer, employee, representative, or agent of Contractor, or which may arise out of a workers' compensation claim of any employee of Contractor or of any employee of any subcontractor or subconsultant of Contractor; provided that Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor or subconsultant of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor or subconsultant of Contractor.

B. The extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *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.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Parties 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 Parties' legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently

appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

M. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

N. *Intentionally Omitted.*

O. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise shall either Party be liable for consequential, special or indirect damages, including, without limitation, damages or losses in the nature of delay, business interruption, loss of reputation, loss of or increased costs related to third party financing, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment, systems or power.

P. Town and Contractor have evaluated the risks and rewards associated with this Project, including Contractor's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Contractor (and its related corporations and employees) to the Town is limited to the greater of twice the amount of Contractor's fee or limits of applicable insurance, for any and all injuries, damages, claims losses, or expenses (including attorney and expert fees) arising out of Contractor's Services or this Agreement. Prior to acceptance of this Agreement and upon written request from the Town, Contractor may negotiate a higher limitation for additional consideration.

[signature page to follow]

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

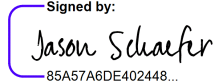
Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

Burns & McDonnell Engineering
Company, Inc., a Missouri corporation

By:  Signed by:
85A57A6DE402448...

Name: Jason Schaefer

Title: Vice President

Exhibit A Scope of Services

Brief Overview:

The design scope of this project includes the detailed design of new Zone 2 transmission waterlines to deliver potable water from the existing Zone 2 transmission waterlines to the proposed Zone 2 Tank and Pump Station site.

The proposed transmission waterlines are approximately 6.8 miles in length and generally include the following:

- ▶ Transmission waterline (2 miles) in County Road 12 between County Road 3 and County Road 7
- ▶ Transmission waterline (2 miles) in County Road 5 between County Road 12 and Erie Parkway
- ▶ Transmission waterline (2.8 mile) in Erie Parkway between County Line Road and east of County Road 5, and then to the proposed tank site

Task Series 100 – Project Management

Task 101 – Project Kickoff Meeting

Contractor will conduct a Project Kickoff meeting at Town Hall. During the Project Kickoff meeting the project team will discuss the following:

- ▶ Define project goals, including design criteria
- ▶ Discuss scope of work
- ▶ Establish a project schedule
- ▶ Identify key project issues/concerns
- ▶ Identify key personnel who are to provide input on the project, and
- ▶ Get initial inputs on design items.

Task 102 – Progress Meetings

Contractor will prepare for, attend, and conduct bi-weekly design progress meetings. These meetings will be held either at Town Hall or by Microsoft Teams. Contractor will provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail. This task assumes a total of twenty (20) meetings during the design phase.

Task 103 – Project Management

The Contractor's project manager will review project status, review project schedule, review project deliverables and align resources including sub-consultants. The task also includes Contractor's internal weekly progress meetings.

Task 104 – Quality Control/Quality Assurance

The project team will follow Contractor's QA/QC program. This task includes internal review of the project by qualified staff.

Task 105 – Project Schedule and Budget Update

Contractor will develop a master project schedule in critical path format that includes all major design activities. The schedule will be updated monthly. Contractor will also provide a status update on overall project budget as part of the monthly billing by using earned value method.

Task Series 200 – Conceptual Design, Data Collection, and Studies

Task 201 – Review Existing Documents

Contractor will prepare a document request for the Town's existing data, including record drawings, GIS data, operational records, and studies. This information will be used to generate a Basis of Design Report (BODR) and Contractor will rely on all the information provided by or through the Town during the execution of this project as complete and accurate without independent verification.

Task 202 – Water Model Update and Verification

Contractor will propose the sizes of the Zone 2 transmission waterlines and water flow capacity required for the new transmission between the existing Zone 2 transmission waterlines and Zone 2 Tank site. Contractor will compare the model results against the 2020 Water Master Plan update and the on-going 2026 Water Strategic Planning. Contractor will update the hydraulic model provided by the Town. Model update will include new Zone 2 transmission waterlines. The model simulation results will be shared and discussed with the Town's hydraulic modeling consultant to confirm the sizes of the new Zone 2 waterlines. The details of pipe size analysis results will be included in the BODR.

Assumptions:

1. Model calibration is not included. Contractor will use the model as is.

Task 203 – Basis of Design Report

Contractor will prepare a short memorandum to summarize the engineering standards applicable to the project. This memo will be submitted to Town prior to the project kick-off meeting.

Contractor will prepare a Basis of Design Report (BODR) to document decisions made, design standards, design criteria, estimated costs, and schedule. The BODR will include the proposed transmission main alignments, Town's Water Master Plan, and results from the water model.

BODR will be submitted electronically in a PDF format.

Task 204 – Topographical Survey

Contractor will subcontract with a licensed surveyor, King Surveyors, to conduct field surveys in sufficient detail to provide a topographic map suitable for detailed design. The survey will show property and right-of-way boundaries and easements necessary for the project, as well as the location of utilities and surface features that are likely to affect the project.

The survey will include the public right-of-way and private properties along the selected alignment of the new transmission waterline and will locate existing surface features, including curb, gutter, edge of pavement, sidewalk, trees, fire hydrants, valve boxes, meters, manhole covers, fences, irrigation ditches, and power poles, etc. The survey will also include available existing utility mapping from individual utility companies and the Town, and utility marks provided by Colorado One-Call (811). Attempt will be made to achieve SUE Level B Designation in accordance with ASCE 38-02 and SB 18-167. Utilities that are not filed designated will be shown as mapped lines.

Task 205 – Geotechnical Investigation

Contractor will subcontract with a licensed geotechnical firm, Kumar & Associate, to conduct soil borings and laboratory tests at key locations as needed to determine subsurface conditions. A total of 28 borings are proposed for the entire project (6.8 miles). The geotechnical report will detail soil properties and suggest appropriate materials and methods for trenching, pipe backfilling, and paving.

Task 206 – Utility Potholing

Contractor will subcontract with a licensed utility potholing firm, Kantex, to perform subsurface utility engineering (SUE) Level A locates of existing utilities near the new transmission waterlines to determine their location, elevation, size, and material. Contractor assumed a hundred (100) test holes along the new Zone 2 transmission waterlines. If the selected alignment requires more utility test holes, additional scope and fee will be required through amendment.

Contractor will develop a Utility Potholing Report summarizing the findings from the utility potholing and incorporate them into the design plans.

Contractor will meet with Town to confirm the scope of the SUE investigation, report, and review process before and after field exploration.

Task 207 – Environmental and Cultural Desktop Review

Contractor will conduct a desktop evaluation of the project area to identify potential environmental, cultural, and historic resource constraints. For cultural resources, this evaluation will be limited to a literature review and file search using available records and database sources. For the environmental component, Contractor will assess the site for the potential presence of wetlands, other aquatic resources, and protected species based on desktop data sources. An environmental specialist will then conduct a site visit to verify the finding of the desktop review.

The findings of the desktop evaluation will be documented in a memorandum, summarizing any identified environmental or cultural constraints. Based on the results, Contractor will provide recommendations regarding potential permitting requirements and construction methods.

Assumptions:

1. An official Army Corps of Engineers wetland delineation is not included in the scope.
2. No species-specific wildlife surveys are included in the scope.
3. A cultural resources field survey is not included in the scope.

Task Series 300 – 30% Design

Task 301 – 30% Design Documents

Drawings and specifications will be provided by Contractor at the 30% design level. The 30% design documents will include the following, as needed:

- ▶ Table of contents for anticipated specifications
- ▶ Plan view drawings including existing utilities, surveyed topography, and proposed pipelines

Town will be given at least two weeks to review the drawings and outline specifications prior to holding the 30% Design Review Meeting. PDF documents will be provided to the Town for review.

Task 302 – 30% Engineer's Opinion of Probable Construction Cost (EOPCC)

Based on the 30% design documents, Contractor will prepare the AACE Class 5 engineer's opinion of probable cost for the project. This cost opinion will be submitted along with the design documents for review and comment by the Town.

The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

Estimates, schedules, forecasts, and projections prepared by Contractor relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Contractor's experience, qualifications, and judgment as a professional. Since Contractor has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Contractor does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Contractor.

Task 303 – 30% Design Review Meeting

Town will be given at least two weeks to review the drawings and specifications. After the Town has had an opportunity to review the 30% design documents, Contractor will conduct a 30% design review meeting. The purpose of this meeting is to provide the Town and Contractor an opportunity to clarify Town's comments on the documents. Comments will be incorporated into the 60% design documents as applicable.

Task Series 400 – 60% Design

Task 401 – 60% Design Documents

Drawings and specifications will be provided by Contractor at the 60% design level. The 60% Documents will include the following:

- ▶ Technical specifications
- ▶ Plan view drawings included in the 30% design package brought to 60% completion
- ▶ Pipe profile based on the minimum design cover and existing utilities elevations
- ▶ Additional detail drawings needed for final design

The Town will be given at least two weeks to review the drawings and specifications prior to holding the 60% Design Review Meeting. PDF documents will be provided to the Town for review.

Task 402 – 60% Engineer’s Opinion of Probable Construction Cost (EOPCC)

Based on the 60% design documents, Contractor will prepare the AACE Class 4 engineer’s opinion of probable cost for the project. This cost opinion will be submitted along with the design documents for review and comment by the Town. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

Estimates, schedules, forecasts, and projections prepared by Contractor relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Contractor’s experience, qualifications, and judgment as a professional. Since Contractor has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor’s procedures and methods, unavoidable delays, construction contractor’s methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Contractor does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Contractor.

Task 403 – 60% Design Review Meeting

Town will be given at least two weeks to review the drawings and specifications. After the Town has had an opportunity to review the 60% design documents, Contractor will conduct a 60% design review meeting. The purpose of this meeting is to provide the Town and Contractor an opportunity to clarify Town’s comments on the documents. Comments will be incorporated into the 90% design documents as appropriate.

Task Series 500 – 90% Design

Task 501 – 90% Design Documents

Drawings and specifications will be provided by Contractor at the 90% design level. The 90% Drawings will include the following:

- ▶ Refined technical specifications
- ▶ Drawings included in the 60% design package, brought to 90% completion
- ▶ Additional detail drawings needed for final design

The Town will be given at least two weeks to review the drawings and specifications prior to holding the 90% Design Review Meeting. PDF documents of the drawings will be provided to the Town for review.

Task 502 – 90% Engineer’s Opinion of Probable Construction Cost (EOPCC)

Based on the 90% design documents, Contractor will prepare the AACE Class 3 engineer’s opinion of probable cost for the project. This cost opinion will be submitted along with the design documents for review and comment by the Town. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

Estimates, schedules, forecasts, and projections prepared by Contractor relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Contractor’s experience, qualifications, and judgment as a professional. Since Contractor has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor’s procedures and methods, unavoidable delays, construction contractor’s methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Contractor does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Contractor.

Task 503 – 90% Design Review Meeting

Town will be given at least two weeks to review the drawings and specifications. After the Town has had an opportunity to review the 90% design documents, Contractor will conduct a 90% design review meeting. The purpose of this meeting is to provide the Town and Contractor an opportunity to clarify Town’s comments on the documents. Comments will be incorporated into the IFB (Issued for Bid) design documents as appropriate.

Task Series 600 – Construction Documents

Task 601 – Issued For Construction Documents

Contractor will prepare the Issued-For-Construction (IFC) documents, including the design plans and specifications.

PDF documents of the stamped drawings and specifications will be provided to the Town.

Task Series 700 – Permitting, Water Easements, and Community

Outreach

Task 701 – Permitting

Contractor will work with the Town, Weld County, and ditch companies for permitting and project approval requirements. Permit applications and necessary documents will be prepared and provided to the Town for signature and submittal as required.

Contractor assumed approximately 58 hours for this level of effort to complete this task. If more effort is required, this will be handled through an amendment.

All fees associated with the permit applications are excluded.

Task 702 – Water Easements

Contractor will support the design phase of the project by reaching out to landowners to acquire Right-of-Entry (ROE) agreements. ROE agreements grant access to private properties for environmental studies and field investigations (geotechnical borings and utility potholing). The following tasks will be completed:

- Draft project notifications and ROEs
- Review and mail project notifications and ROEs
- Review County assessor's information and pull vesting deeds to verify landowners where ROEs are needed
- Research landowners' contact information where ROEs are needed
- Reach out to landowners to secure ROEs via phone and email
- Develop a detailed landowner tracker to document contact information, negotiation log, and status of ROEs
- Obtain signed ROEs
- Attempt to acquire up to two (2) permanent easements for waterlines
- Attempt to acquire up to one (1) temporary construction easement
- Attend two (2) site visits. One (1) with project team and one (1) to meet with landowners
- Attend one public meeting to discuss the project with attendees\

Deliverables:

- Detailed landowner tracker
- Landowner negotiation logs
- Executed ROEs

Assumptions:

- Up to five (5) ROEs will be negotiated
- Project documents will be provided by the client
- No eminent domain is assumed
- Contractor will attempt to acquire easements, but execution is dependent on landowner negotiations
- Encroachment and crossings agreements are not included
- Review of survey documents is not included

Contractor assumed approximately 105 hours for this level of effort to complete this task. If more effort is required, this will be handled through an amendment.

Task 703 – Community Outreach

Contractor will prepare site maps and renderings of the project sites for Town's use in the Town's Community Information Program. Town will develop and administer the Community Information Program, which may include a website, newsletter, direct mail, or open house. Contractor will attend one public meeting to discuss the project with the attendees.

Task Series 800 – Supports for Project Delivery

Task 801 – Project Delivery Workshop

Contractor will host a collaborative workshop with the Town within 30 days of project initiation to discuss the project delivery options. Options include Design-Bid-Build, Design-Build, and Construction Manager at Risk (CMAR). The preferred delivery method will be selected using construction costs and non-monetary factors.

It is assumed for this scope of services that Design-Bid-Build will be used for this project.

Task 802 – Design-Bid-Build Delivery

Contractor will prepare and submit Issued for Bid (IFB) drawings and specifications to the Owner for bidding purposes. The drawings and specifications will incorporate final Owner

comments prior to bidding. Contractor will assist the Town in advertising for and obtaining bids or proposals for the work and attend pre-bid conference, if any. Contractor will prepare and issue addenda as appropriate to clarify or change the IFB documents. Contractor will provide information or assistance needed by the Town during review of proposals or negotiations with prospective contractors. The Town will exercise its own due diligence in reviewing the qualifications and experience, and check the references of, any prospective contractor or subcontractor, and in making a final selection of the qualified contractor and subcontractors for this project.

Once the Town selects a contractor based on the successful bidding, Contractor will prepare and submit Issued for Construction (IFC) drawings and specifications. The drawings and specifications will incorporate bidding addenda prior to submitting. Contractor will furnish electronic copy of the IFC drawings and specifications to the Town.

Exhibit B Budget

Contractor shall be paid based on the following budget:

Town of Erie	Project Manager	QC/QA	Waterline Engineer	Water Modeling	Civil Engineer	CAD Designer	Environmental Specialist	Cultural Specialist	GIS	ROW Specialist
Zone 2 Transmission Waterlines	Woo Cha	Kyle LeBrasse	Ian Gallogly, Emma Mayhobby	Doug Ashworth, Corrie Benekas	Josh Lee, Matt Strobel	Kristie Weiss, Arnd Darme	Ange Caine	Clive Briggs	Kate Shapiro	Brittany Keating
Task Series 100 - Project Management										
Task 101 Project Kickoff Meeting	3		8							
Task 102 Progress Meetings	40		50							
Task 103 Project Management	132		80	20						
Task 104 Quality Control/Quality Assurance	26	36								
Task 105 Project Schedule and Budget Update	10		12							
Task Subtotal	185	36	148	20	0	0	0	0	0	0
Task Series 200 - Conceptual Design, Data Collection, and Studies										
Task 201 Review Existing Documents	4		50							
Task 202 Water Model Update and Verification	14		65							
Task 203 Basis of Design Report	26		60							
Task 204 Topographical Survey	2		24			30	4	4		
Task 205 Geotechnical Investigation	4		24							
Task 206 Utility Profiling	4		32			60				
Task 207 Environmental and Cultural Desktop Review	4		24				32	40	20	
Task Subtotal	68	0	214	85	0	120	36	44	20	0
Task Series 300 - 30% Design										
Task 301 30% Design Documents	50		250			120				
Task 302 30% EOP/CD	8		24							
Task 303 30% Design Review Meeting	4		8							
Task Subtotal	62	0	282	0	0	120	0	0	0	0
Task Series 400 - 60% Design										
Task 401 60% Design Documents	50		520		16	140				
Task 402 60% EOP/CD	8		26		4					
Task 403 60% Design Review Meeting	4		8							
Task Subtotal	102	0	556	0	20	140	0	0	0	0
Task Series 500 - 90% Design										
Task 501 90% Design Documents	60		540		16	100				
Task 502 90% EOP/CD	8		28		4					
Task 503 90% Design Review Meeting	4		8							
Task Subtotal	72	0	576	0	20	100	0	0	0	0
Task Series 600 - Construction Documents										
Task 601 Issued For Construction Documents	12		24			40				
Task Subtotal	12	0	24	0	0	40	0	0	0	0
Task Series 700 - Permitting, Water Easements, and Community Outreach										
Task 701 Permitting	10		24			24				
Task 702 Water Easements	14		24						105	
Task 703 Community Outreach	4		16						5	
Task Subtotal	28	0	64	0	0	24	0	0	110	0
Task Series 800 - Supports for Project Delivery										
Task 801 Project Delivery Workshop	8		8							
Task 802 Design-Bid-Build Delivery	24		52		0	24				
Task Subtotal	32	0	60	0	0	24	0	0	0	0
Project Total	561	36	1924	105	40	568	36	44	20	110

Total Hours	Total Cost	Expenses	Subcontracts	Subtotal
0	\$ 2,364	\$ 71	\$ -	\$ 2,435
90	\$ 24,477	\$ 734	\$ -	\$ 25,211
232	\$ 66,385	\$ 1,992	\$ -	\$ 68,377
26	\$ 11,600	\$ 300	\$ -	\$ 12,000
22	\$ 6,004	\$ 180	\$ -	\$ 6,184
389	\$ 110,881	\$ 3,326	\$ -	\$ 114,207
84	\$ 12,817	\$ 394	\$ -	\$ 13,201
99	\$ 26,621	\$ 790	\$ -	\$ 27,419
134	\$ 34,592	\$ 1,030	\$ -	\$ 35,629
26	\$ 12,590	\$ 300	\$ 130,350	\$ 143,390
28	\$ 6,820	\$ 205	\$ 40,100	\$ 47,229
66	\$ 21,833	\$ 643	\$ 187,600	\$ 204,682
120	\$ 35,333	\$ 1,490	\$ -	\$ 36,193
387	\$ 150,481	\$ 4,914	\$ 353,148	\$ 508,544
420	\$ 99,720	\$ 2,990	\$ -	\$ 102,720
33	\$ 8,171	\$ 244	\$ -	\$ 8,385
12	\$ 3,130	\$ 84	\$ -	\$ 3,233
465	\$ 110,881	\$ 3,330	\$ -	\$ 114,318
768	\$ 183,975	\$ 5,519	\$ -	\$ 189,494
42	\$ 10,232	\$ 307	\$ -	\$ 10,539
12	\$ 3,130	\$ 84	\$ -	\$ 3,233
818	\$ 197,346	\$ 5,920	\$ -	\$ 203,267
716	\$ 170,224	\$ 5,107	\$ -	\$ 175,331
43	\$ 10,232	\$ 307	\$ -	\$ 10,539
12	\$ 3,130	\$ 84	\$ -	\$ 3,233
768	\$ 183,595	\$ 5,508	\$ -	\$ 189,103
70	\$ 18,000	\$ 542	\$ -	\$ 18,601
79	\$ 18,000	\$ 542	\$ -	\$ 18,601
59	\$ 13,650	\$ 419	\$ -	\$ 14,173
141	\$ 44,813	\$ 1,322	\$ -	\$ 45,198
25	\$ 6,802	\$ 198	\$ -	\$ 6,800
228	\$ 64,631	\$ 1,939	\$ -	\$ 66,576
16	\$ 4,435	\$ 133	\$ -	\$ 4,568
100	\$ 24,941	\$ 748	\$ -	\$ 25,689
116	\$ 29,376	\$ 881	\$ -	\$ 30,257
3444	\$ 865,359	\$ 26,360	\$ 353,148	\$ 1,244,867



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-55

Subject:

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. for the Zone 2 Water Storage Tank and Pump Station

Department: Utilities,

Presenter(s): Todd Fessenden, Utilities Director

Time Estimate: 0

Fiscal Summary:

Cost as Recommended: \$2,323,356
Balance Available: \$32,072,242
Fund: Water Fund
Line Item Number: 500-75-110-605000-100332
New Appropriation Required: No

Policy Issues:

Town Council must review and approve purchases of this amount according to Purchasing Policy.

Staff Recommendation:

Approve the Resolution

Summary/Key Points:

- Town staff view this as a critical piece of infrastructure which has been delayed by land acquisition issues

Background of Subject Matter:

The preliminary design was advertised on the Rocky Mountain E-Purchasing website

(aka BidNet). The Town received nine proposals and awarded the preliminary design to Burns & McDonnell. With this request for proposal, the following statement was included, "Due to the complexity and unknown conflicts with the alignment, the fee for the preliminary design services will be awarded first. The fee for final design through construction phase will be negotiated at a later date. The Proposal must demonstrate the Proposer's ability to provide the applicable services consisting of, but not limited to, the tasks described in the Scope of Work (including a list of deliverables)."

The preliminary alignment study was completed in 2021. The project was put on hold until the tank site could be acquired. The proposed tank site is to the east of Erie High School and has been acquired from the developer.

The design scope of this project includes a new Zone 2 water storage tank and two new pump stations (Zone 3 and Zone 4B) on a single lot east of Erie High School. The design scope also includes two transmission waterlines within the easement between the new tank and pump station site and Erie Parkway.

Attachments:

1. Resolution 2026-157
2. Burns_McDonnell Agreement

**Town of Erie
Resolution No. 2026-157**

**A Resolution of the Town Council of the Town of Erie Approving
an Agreement for Professional Services with Burns & McDonnell
Engineering Company, Inc. for the Zone 2 Water Storage Tank
and Pump Station**

Whereas, the Town sought proposals for the design of a Zone 2 water storage and pump station; and

Whereas, the Town requires the design services of Burns & McDonnell Engineering Company, Inc. for the Zone 2 Water Storage Tank and Pump Station.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Professional Services
(Zone 2 Water System Improvements – 4 MG Water Storage Tank, Pump Station & Pipelines – Final Design (Project Number P20-281-B))

This Agreement for Professional Services (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, (the "Town"), and Burns & McDonnell Engineering Company, Inc., a Missouri corporation with a principal place of business at 9400 Ward Parkway, Kansas City, MO 64114 ("Contractor"), each a "Party" and collectively the "Parties."

Whereas, the Town issued a Request for Proposals (the "RFP") which detailed a scope of work consisting of: (1) preliminary water storage tank and pump station siting evaluation and pipeline route evaluation; and (2) final design and constructions documents; for certain water system improvements (the "Project");

Whereas, the RFP contemplated work in two distinct phases;

Whereas, Contractor was selected to perform the work contemplated in the RFP;

Whereas, Contractor and Town entered into an initial agreement for the first phase of the work contemplated by the RFP and Contractor complete such work;

Whereas, in order for the design contemplated by the first phase to be implemented, the Town was required to acquire real property interests prior to proceeding to the final design;

Whereas, the Town has acquired the necessary real property interests to allow the water system improvement project to progress to full design; and

Whereas, Contractor and Town desire to enter into a second contract to carry out the second phase of the work contemplated by the RFP.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Contractor shall furnish all of the professional services, labor, materials, and equipment required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described in the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services").

B. A change or addition to the Services shall not be effective unless authorized as a duly executed amendment to this Agreement, signed by both parties. If Contractor

proceeds without such written and duly executed authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. Contractor may request a change order seeking an equitable adjustment in the compensation or time allowed to perform the Services for any change in the project or, the Agreement that affect the cost or schedule of the Services consisting of Town directed or requested changes the sequence, scope or timing of the Services, any unforeseen or differing site conditions, any suspension of the Services, any disruption or delay not caused by Contractor or its design consultants, or any change in applicable law. If a change order results in an increase to the Maximum Contract Amount, approval of the Town Council of the Town of Erie shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether work identified in a change order has been performed.

II. Term and Termination

A. *Term.* The term of this Agreement shall commence on the Effective Date, and shall continue until October 20, 2027, unless terminated earlier.

B. *Termination for Convenience.* The Town may, at any time and without cause, terminate the Agreement in whole or in part for the Town's convenience and without cause upon 30 days' written notice to Contractor. If the Town terminates this Agreement for convenience, the following shall apply:

1. Contractor is not entitled to any claim for any amount, including lost profits or other special or consequential damages, for or in connection with any portion of the Services yet to be performed.

2. Upon receipt of a termination notice, Contractor shall, unless otherwise directed by the Town, take all of the following actions: (a) cease operations as directed by the Town in the notice; (b) take all actions necessary or that the Town may direct for the protection and the preservation of work performed by Contractor pursuant to the Agreement; and (c) use all reasonable efforts to cancel or divert outstanding commitments and subcontracts for procurement of services, materials or equipment to the extent they relate to the terminated portion of the Services.

3. The Town shall pay Contractor for that portion of the Services properly executed prior to the date of the termination and, to the extent approved by the Town, actual cancellation charges or loss incurred by Contractor upon outstanding commitments or subcontracts that Contractor is unable to cancel, provided Contractor has proven reasonable efforts to divert the commitments to other activities. Within 60 days of the

effective date of the termination, Contractor shall submit a claim to the Town, along with all supporting backup documentation and cost records substantiating the amounts claimed. Contractor shall not be entitled to lost profits or any other form of special or consequential damages, or any costs incurred due to Contractor's or any of its suppliers or subcontractors fault or failure to mitigate as a result of any such termination by the Town for convenience.

C. *Termination for Default.* If Contractor defaults in the timely and proper performance of any of its obligations under this Agreement, Town may provide Contractor notice of such default, and Contractor shall, within 30 days, cure or commence to cure and diligently and continuously pursue cure of such default. Should Contractor fail to do so, Town may terminate the Services of Contractor. Upon termination, the Town shall pay Contractor for that portion of the Services previously authorized and satisfactorily completed prior to the date of the notice of termination, subject to any offset or other claim for damages suffered by the Town that are attributable to Contractor's default.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$2,323,356.00 (the "Maximum Contract Amount"), which shall include all fees, costs, and expenses incurred by Contractor. Payment shall be made in accordance with **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. Professional Responsibility

A. Contractor represents and warrants that it is qualified to assume the responsibilities and render the Services and has all requisite corporate authority and professional licenses in good standing, required by law. The work and Services performed by Contractor shall be performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work or services in the applicable community. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, incidental services or materials, and other work furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors, omissions or deficiencies in its designs, drawings, specifications, reports, and other work that fails to maintain the level of skill and care that an ordinary prudent professional in the same or similar circumstances would maintain, or fails to conform to applicable law, and Contractor shall reimburse the Town for any costs, expenses, or other liabilities caused by or attributable to such errors, omissions or deficiencies.

B. If Contractor fails to meet the standard of care in design services, it will perform at its own cost, and without reimbursement from Town, the professional engineering services necessary to correct errors and omissions which are caused by

Contractor's failure to comply with above standard, and which are reported to Contractor within one year from the completion of Contractor's design professional services.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subconsultants or subcontractors to perform any work under this Agreement, except as expressly set forth in the Services in **Exhibit A**.

D. Approval, review or acceptance by the Town of drawings, designs, specifications, reports, incidental Services or materials, and other work or Services furnished by Contractor or its subcontractors or subconsultants hereunder shall not in any way relieve Contractor of responsibility for the Services.

E. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees 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 and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

F. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

G. Affiliates. Contractor may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell International Inc., and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill Contractor's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between Contractor and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall be billed according to the applicable rate sheet for the Scope of Work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of Contractor and able to act on behalf of Contractor within the scope of the authority granted such personnel according to job function and billing classification.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor and delivered to Town as required by Exhibit A shall be exclusively owned by the Town upon full payment by the Town. Notwithstanding the foregoing, all documents proprietary to Contractor shall remain the property of Contractor. Such materials and documents are not intended or represented to be suitable for reuse or used if not complete by Town or others on extension of the Project or any other project. Any reuse or use of incomplete documents without written verification or adaption by Contractor for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to the Contractor or its subcontractors, and Town shall hold harmless Contractor and its subcontractors from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

VI. Independent Contractor

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. Insurance

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance for the coverage listed below. Contractor shall procure and maintain, and shall require its subcontractors to procure and maintain adequate insurance for their portions of the work.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage caused by completed operations.

3. Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

4. Professional liability insurance with limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

5. Umbrella policy providing excess limits over the primary policies described in this Agreement with limits of \$2,000,000.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and any of their respective heirs and assigns, from and against all third party claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, to the extent caused by the negligent act, omission, error, professional error, mistake, negligence, any subcontractor or subconsultant of Contractor, or any officer, employee, representative, or agent of Contractor, or which may arise out of a workers' compensation claim of any employee of Contractor or of any employee of any subcontractor or subconsultant of Contractor; provided that Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor or subconsultant of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor or subconsultant of Contractor.

B. The extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *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.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Parties 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 Parties' legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently

appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

M. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

N. *Intentionally Omitted.*

O. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise shall either Party be liable for consequential, special or indirect damages, including, without limitation, damages or losses in the nature of delay, business interruption, loss of reputation, loss of or increased costs related to third party financing, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment, systems or power.

P. Town and Contractor have evaluated the risks and rewards associated with this Project, including Contractor's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total aggregate liability of Contractor (and its related corporations and employees) to the Town is limited to the greater of twice the amount of Contractor's fee or limits of applicable insurance, for any and all injuries, damages, claims losses, or expenses (including attorney and expert fees) arising out of Contractor's Services or this Agreement. Prior to acceptance of this Agreement and upon written request from the Town, Contractor may negotiate a higher limitation for additional consideration.

[signature page to follow]

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

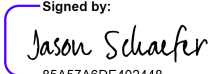
Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

Burns & McDonnell Engineering
Company, Inc., a Missouri corporation

By: 
Signed by:
Jason Schaefer
85A57A6DE402448...

Name: Jason Schaefer

Title: Vice President

Exhibit A Scope of Services

Brief Overview:

The design scope of this project includes a new Zone 2 water storage tank and two new pump stations (Zone 3 and Zone 4B) on a single lot east of Erie High School. The design scope also includes two transmission waterlines within the easement between the new tank and pump station site and Erie Parkway.

The design fee is based on the following scope items, should any of the scope items change this will be considered supplemental services and require an amendment:

- ▶ New 4.1 MG Zone 2 water storage tank (partially or fully buried concrete tank)
- ▶ New pump station building, including both Zone 3 and Zone 4B pumps, and New Electrical Building o The Zone 3 pump station will be sized for 3.02 MGD for this project, expandable to 9.07 MGD o The zone 4B pump station will be sized for 3.02 MGD, expandable to 7.34 MGD
- ▶ Site improvements (perimeter wall/fence/gate, access road)
- ▶ New transmission waterlines (Zones 3 and 4B, 3,200 LF) between the new site and Erie Parkway

Task Series 100 – Project Management

Task 101 – Project Kickoff Meeting

Contractor will conduct a Project Kickoff meeting at Town Hall. During the Project Kickoff meeting the project team will discuss the following:

- ▶ Define project goals, including design criteria
- ▶ Discuss scope of work
- ▶ Establish a project schedule
- ▶ Identify key project issues/concerns
- ▶ Discuss sustainability goals, including solar and geothermal opportunities
- ▶ Identify key personnel who are to provide input on the project, and
- ▶ Get initial inputs on design items.

Task 102 – Progress Meetings

Contractor will prepare for, attend, and conduct bi-weekly design progress meetings. These meetings will be held either at Town Hall or by Microsoft Teams. Contractor will provide meeting minutes with a decision log and a list of action items. Meeting minutes will be distributed via e-mail. This task assumes a total of twenty four (24) meetings during the design phase (14 months).

Task 103 – Project Management

Contractor's project manager will review project status, review project schedule, review project deliverables, and align resources including sub-consultants. The task also includes an internal weekly progress meeting.

Task 104 – Quality Control/Quality Assurance

The project team will follow Contractor's QA/QC program. This task includes internal review of the project by qualified staff.

Task 105 – Project Schedule and Budget Update

Contractor will develop a master project schedule in critical path format that includes all major design activities. The schedule will be updated monthly. Contractor will also provide a status update on overall project budget as part of the monthly billing by using earned value method.

Task 106 – Sustainability Check-in Meetings

The project team will meet with the Town's Sustainability staff to discuss potential environmentally sustainable options for the proposed improvements at the site. This task assumes three one-hour virtual meetings during the design phase.

Task Series 200 – Conceptual Design, Data Collection, and Studies

Task 201 – Review Existing Documents

Contractor will prepare a document request for the Town's existing data, including record drawings, GIS data, operational records, and studies. This information will be used to generate a Basis of Design Report (BODR).

Contractor will also work with the electrical utility to determine potential power availability during the conceptual design phase.

Task 202 – Prepare Conceptual Design Drawings

Contractor will summarize the conceptual design based on the Technical Memo (TM) prepared and reviewed in the previous phase. Conceptual drawings will show the site

layout for tank and pump station, yard piping, and transmission waterline connections. Conceptual design drawings will represent 15% design completion. Conceptual drawings will be submitted electronically in a PDF format.

Task 203 – Basis of Design Report

Contractor will prepare a short memorandum to summarize the engineering standards applicable to the project. This memo will be submitted to Town prior to the project kick-off meeting. Contractor will prepare a Basis of Design Report (BODR) to document decisions made, design standards, design criteria, operational strategy, site layout, estimated costs and schedule. Recommendations for tank and pump station components and transmission waterlines (Zones 3 and 4B) from the pump stations to Erie Parkway will be included.

As part of the BODR, Contractor will prepare the AACE Class 5 engineer's opinion of probable cost for the project. This cost opinion will be submitted along with the design documents for review and comment by Town. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors.

Estimates, schedules, forecasts, and projections prepared by Contractor relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Contractor's experience, qualifications, and judgment as a professional. Since Contractor has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Contractor does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Contractor.

BODR will be submitted electronically in a PDF format.

Task 204 – Topographical Survey

Contractor will subcontract with a licensed surveyor, King Surveyors, to conduct field surveys in sufficient detail to provide a topographic map for detailed design. The survey will show property boundaries and easements necessary for the project, as well as the location of utilities and surface features that are likely to affect the project.

The survey will include the new tank and pump station site and the new access roadway from the site to Erie Parkway. The survey will also include available existing

utility mapping from individual utility companies and Town, and utility marks provided by Colorado One-Call (811).

Task 205 – Utility Potholing

Contractor will subcontract with a licensed utility potholing firm, Kantex, to perform subsurface utility engineering (SUE) Level A locates of existing utilities near the new transmission waterlines to determine their location, elevation, size, and material. Contractor assumes twenty (20) test holes within the proposed site and access road to Erie Parkway.

Contractor will develop a Utility Potholing Report summarizing the findings from the utility potholing and incorporate them into the design plans.

Contractor will meet with Town to confirm the scope of the SUE investigation, report, and review process before and after field exploration.

Task 206 – Geotechnical Investigation

Contractor will subcontract with a licensed geotechnical firm, Kumar & Associate, to conduct up to 14 soil borings and laboratory tests at key locations as needed to determine subsurface conditions. The geotechnical firm will provide a geotechnical report with recommendations for the foundation and design of new tank, building(s), and walls, and recommendations for site paving, excavation, trench stabilization, pipe backfill, and protection from corrosive soils.

Task 207 – Water Model Update and Verification

Contractor will update the hydraulic model provided by the Town. Model update will include new Zone 2 tank, booster pump stations for Zone 3 and Zone 4B, and piping that will be constructed as part of the project. The model simulation results will be shared and discussed with the Town's hydraulic modeling consultant to confirm the sizes of the new transmission pipes from new pump stations and develop preliminary duty points (flow and head) for the Zone 3 and Zone 4B pump stations.

Assumptions:

1. Model calibration is not included. Contractor will use the model as is.

Task 208 – Surge Analysis

Contractor will develop a surge specific model in Bentley's HAMMER software and perform surge analysis for the new pump stations (Zone 3 and Zone 4B). The model will only consist of the new infrastructure related to this project (Zone 2 Tank, the Zone 3 and Zone 4A pump stations, transmission lines from the new Zone 3 and Zone 4B pump stations, and new appurtenances relevant to performing the surge modeling

(check valves, control valves, and air valves). Any Owner infrastructure outside this project will not be included but rather will be represented by boundary conditions provided by the Town's hydraulic modeling consultant to the Contractor from the existing hydraulic model (as part of Task 207).

Up to six (6) primary scenarios will be performed, anticipated as the following:

- ▶ Pump Startup of the New Zone 3 Pump Station
- ▶ Pump Failure (Power Loss) of the new Zone 3 Pump Station when running at full capacity
- ▶ Rapid Valve Closure near the end of the new transmission line (before flow exits the new transmission line into the Zone 3 distribution system). (This scenario assumes the new Zone 3 Pump Station is running).
- ▶ Pump Startup of the New Zone 4B Pump Station
- ▶ Pump Failure (Power Loss) of the new Zone 4B Pump Station when running at full capacity
- ▶ Rapid Valve Closure near the end of the new transmission line (before flow exits the new transmission line into the Zone 4B distribution system). (This scenario assumes the new Zone 4B Pump Station is running).

These conditions will be used to estimate high and low pressure envelopes for the new system components, from which potential surge mitigation infrastructure options will be identified. Surge mitigation will be limited to the protection of the new infrastructure; this analysis does not include identifying options for surge mitigation infrastructure outside the proposed project limits or identification of risks in the existing system.

Task 209 – Environmental and Cultural Desktop Review

Contractor will conduct a desktop evaluation of the project area to identify potential environmental, cultural, and historic resource constraints. For cultural resources, this evaluation will be limited to a literature review and file search using available records and database sources. For the environmental component, Contractor will assess the site for the potential presence of wetlands, other aquatic resources, and protected species based on desktop data sources. An environmental specialist will then conduct a site visit to verify the finding of the desktop review.

The findings of the desktop evaluation will be documented in a memorandum, summarizing any identified environmental or cultural constraints. Based on the results, Contractor will provide recommendations regarding potential permitting requirements and construction methods.

Assumptions:

1. An official Army Corps of Engineers wetland delineation is not included in the scope.
2. No species-specific wildlife surveys are included in the scope.
3. A cultural resources field survey is not included in the scope.

Task 210 – Radio Path Study

Contractor will subcontract with Castle Rock Microwave to perform the radio path study to evaluate the communication signal between the proposed tank site and the SCADA system at Lynn Morgan Water Treatment Plant.

Task Series 300 – 30% Design

Task 301 – 30% Design Documents

Drawings and specifications will be provided by Contractor at the 30% design level. The 30% design documents will include the following, as needed:

- ▶ Table of contents for anticipated specifications
- ▶ Civil drawings, including plan views of access roadway and transmission waterlines between the new pump stations and Erie Parkway
- ▶ Architectural drawings
- ▶ Structural drawings
- ▶ Mechanical drawings
- ▶ Process drawings
- ▶ Electrical drawings
- ▶ Instrumentation and controls drawings

Town will be given at least two weeks to review the drawings and outline specifications prior to holding the 30% Design Review Meeting. PDF documents will be provided to Town for review.

Task 302 – 30% Engineer's Opinion of Probable Construction Cost (EOPCC)

Based on the 30% design documents, Contractor will prepare the AACE Class 5 engineer's opinion of probable cost for the project. This cost opinion will be submitted

along with the design documents for review and comment by Town. The cost opinion will be based on recent bid tabulation information, historical cost data, and discussions with local suppliers and contractors. Contractor will identify the impact of the decisions made by Town on the overall project construction costs to support Town in decision within a specific budget.

Estimates, schedules, forecasts, and projections prepared by Contractor relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Contractor's experience, qualifications, and judgment as a professional. Since Contractor has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Contractor does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Contractor.

Task 303 – 30% Design Review Meeting

Town will be given at least two weeks to review the drawings and specifications. After Town has had an opportunity to review the 30% design documents, Contractor will conduct a 30% design review meeting. The purpose of this meeting is to provide Town and Contractor an opportunity to clarify Town's comments on the documents. Comments will be incorporated into the 60% design documents as applicable.

Task Series 400 – 60% Design

Task 401 – 60% Design Documents

Drawings and specifications will be provided by Contractor at the 60% design level. The 60% Documents will include the following:

- ▶ Technical specifications
- ▶ Drawings included in the 30% design package brought to 60% completion, including pipeline profiles
- ▶ Additional detail drawings needed for final design

Town will be given at least two weeks to review the drawings and specifications prior to holding the 60% Design Review Meeting. PDF documents will be provided to Town for review.

CMAR contractor will prepare the construction cost estimate and schedule based on the Contractor's 60% design deliverables. Contractor will review the cost estimate and schedule provided by the CMAR contractor and provide comments as part of Task 804 Review of CMAR Deliverables.

Task 402 – 60% Design Review Meeting

Town will be given at least two weeks to review the drawings and specifications. After Town has had an opportunity to review the 60% design documents, Contractor will conduct a 60% design review meeting. The purpose of this meeting is to provide Town and Contractor an opportunity to clarify Town's comments on the documents. Comments will be incorporated into the 90% design documents as appropriate.

Task 403 – Value Engineering Support

Contractor will lead a Value Engineering workshop to identify ways to reduce costs while attempting to not minimize the reduction in function or value of the project. The exercise shall include input from the Town and the CMAR contractor and shall include a constructability review by the CMAR contractor.

This task includes an initial workshop between Contractor, Town, and the CMAR contractor at the Town's offices. The initial Value Engineering Workshop will include the information gathering, creative thinking, and evaluation steps to identify the highest cost items in a weighted matrix. Following the initial workshop, Contractor, the Town, and the CMAR contractor will develop execution plan sketches and cost saving estimates. Contractor shall present the outcomes during the final Value Engineering Workshop.

Task Series 500 – 90% Design

Task 501 – 90% Design Documents

Drawings and specifications will be provided by Contractor at the 90% design level. The 90% Drawings will include the following:

- ▶ Refined technical specifications
- ▶ Drawings included in the 60% design package, brought to 90% completion
- ▶ Additional detail drawings needed for final design

Town will be given at least two weeks to review the drawings and specifications prior to holding the 90% Design Review Meeting. PDF documents of the drawings will be provided to Town for review.

CMAR contractor will prepare the construction cost estimate and schedule based on the Contractor's 90% design deliverables. Contractor will review the cost estimate and schedule provided by the CMAR contractor and provide comments as part of Task 804 Review of CMAR Deliverables.

Task 502 – 90% Design Review Meeting

Town will be given at least two weeks to review the drawings and specifications. After Town has had an opportunity to review the 90% design documents, Contractor will conduct a 90% design review meeting. The purpose of this meeting is to provide Town and Contractor an opportunity to clarify Town's comments on the documents. Comments will be incorporated into the IFC (Issued for Construction) design documents as appropriate.

Task 503 – Landscape Design Plans

Contractor will subcontract with a licensed landscape architect, Stream Landscape Architecture + Planning (Stream), to provide a landscape design for a 20-foot wide boundary outside the site perimeter wall. The landscape plans will consist of planting plans and irrigation plans. The planting plan will include the species, size, and location of proposed plant material. The irrigation plan will include head locations, pipe layouts, and controller location. The landscape design plans will be prepared to in accordance with the Town's development requirements.

Task Series 600 – Construction Documents

Task 601 – Issued For Construction Documents

Contractor will prepare the Issued-For-Construction (IFC) documents, including the design plans and specifications. PDF documents of the stamped drawings and specifications will be provided to the Town.

Task Series 700 – Permitting, Right-of-Entry, and Community Outreach

Task 701 – Permitting

Contractor will work with Town, Weld County, CDPHE, and ditch companies for permitting and project approval requirements. Permit applications and necessary documents will be prepared and provided to Town for signature and submittal as required.

Contractor will also prepare the applications and documents required for the Site Development permit and provide to the Town for signature and submittal. Contractor will participate in an in-person pre-application meeting with the Town's Planning Division. The documents will include the site plan drawings, geotechnical report, drainage report, and legal description.

All fees associated with the permit applications are excluded.

Task 702 – Water Easements

Contractor will support the design phase of the project by reaching out to landowners to acquire Right-of-Entry (ROE) agreements. Contractor will also be researching and negotiating easements for temporary laydown yard and water distribution main from the Pump Station. The following tasks will be completed:

- Draft project notifications and ROEs
- Review and mail project notifications and ROEs
- Review County assessor's information and pull vesting deeds to verify landowners where ROEs are needed
- Research landowners' contact information where ROEs are needed
- Reach out to landowners to secure ROEs via phone and email
- Develop a detailed landowner tracker to document contact information, negotiation log, and status of ROEs and easements
- Obtain signed ROEs
- Coordinate with survey crew to stake distribution line and create exhibits
- Review survey documents
- Prepare land valuation estimate in the form of a cost sheet for easements
- Acquire one (1) easement for distribution line on parcel
- Acquire one (1) temporary easement for a Laydown Yard
- Acquire up to two (2) temporary construction easements
- Attend one (1) site visit to meet with landowners or project team
- Attend one (1) public meeting to discuss the project with attendees

Deliverables:

- Detailed landowner tracker
- Landowner negotiation logs
- Executed ROEs

- Cost estimate sheet
- Executed temporary and permanent easements

Assumptions:

- Up to two (2) ROEs will be negotiated
- Project documents will be provided by the client • Encroachment and crossings agreements are not included
- Condemnation support is not included
- All costs associated with recording and easements will be covered by the client

If more effort is required, this will be handled through an amendment.

Task 703 – Community Outreach

Contractor will prepare site maps and renderings of the project sites for Town's use in the Town's Community Information Program. Town will develop and administer the Community Information Program, which may include a website, newsletter, direct mail, or open house. Contractor will attend one public meeting to discuss the project with the attendees.

Task Series 800 – Supports for Project Delivery

Task 801 – Project Delivery Workshop

Contractor will host a collaborative workshop with Town within 30 days of project initiation to discuss the project delivery options. Options include Design-Bid-Build, Design-Build, and Construction Manager at Risk (CMAR). The preferred delivery method will be selected using construction costs and non-monetary factors.

It is assumed for this scope of services that CMAR will be used for the tank and pump station project. If other delivery methods are selected, the Contractor's scope of services will be amended.

Task 802 – CMAR Request for Qualification (RFQ) Process Support Contractor will prepare a Request for Qualifications (RFQ) documents to issue to local construction contractors. Town's preferred CMAR agreement forms will be used for RFQ documents. Contractor will support Town by responding to questions received from CMAR contractors. Contractor will review the CMAR RFQ documents and discuss with Town the qualification of each CMAR contractor. Contractor will assist Town with evaluation of the received RFQ packages and selection of short-listed CMAR contractors.

Task 803 – CMAR Request for Proposal (RFP) Process Support Contractor will work with Town to prepare a Request for Proposal (RFP) and provide to the short-listed CMAR contractors.

Contractor will review the CMAR RFP documents and discuss with Town the proposal packages. This task includes participating in interviews with the short-listed CMAR contractors. It is assumed for this scope of services that three (3) short-listed CMAR contractors will be interviewed, and the interviews will be held in person.

Task 804 – Review of CMAR Deliverables

Contractor will work with the selected CMAR contractor to identify cost-saving or value engineering opportunities, identify long lead items, and prioritize the design of these items accordingly. The selected CMAR contractor will develop cost proposals or GMP (guaranteed maximum price) at 60% and 90% design milestones. Contractor will review the GMP pricing prepared by CMAR.

Task Series 900 – Supports for Early Procurement

Task 901 – Early Procurement Package

Contractor will work with Town and CMAR contractor to identify early procurement packages based on the lead time.

Contractor will prepare IFB (Issued for Bid) documents for the selected equipment packages. Contractor assumes up to six (6) equipment packages, which may include standby generator, service entrance section, automatic transfer switch, motor control center or variable frequency drive, pump, and valves.

Upon receiving equipment submittals from CMAR contractor, Contractor will review the submittals and provide responses for final approvals. Contractor assumes 18 submittals from equipment suppliers.

Scope of Services Assumptions and Clarifications:

1. Contractor has based the scope of work on that power can be available at the proposed site and any design of upstream of the power meter to be provided by electric utility.
2. Contractor has based the scope of work on that communication between the proposed tank site and SCADA will be done via radio communication using Remote Telemetry Unit (RTU). A radio path study will be performed to evaluate the communication between the proposed tank site and the SCADA system at Lynn Morgan Water Treatment Plant.

3. Contractor has based scope of work on that the power distribution and controls will be segregated for both pump stations. In other words, power to each pump station can be disconnected without impacting the other pump station and there will be two PLC's, one for each pump station.

4. Contractor has based scope of work on that the storage tank will be either AWWA D110 or D115 tank. Contractor will prepare drawings and performance specifications for both options. Contractor will provide design drawings for pipe connections, roof access, and EI&C (electrical, instrumentation and control).

5. Contractor has based scope of work on that landscaping design will be required for this site.



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-85

Subject:

A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with Weld County for Town Participation in Community Development Block Grant Urban County Program

Department: Planning - Land Use,

Presenter(s): Kelly Driscoll, Deputy Director of Planning & Development
Sarah Nurmela, Director of Planning & Development

Time Estimate:

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

The Town Council is the approval authority on Intergovernmental Agreements.

Staff Recommendation:

Approval of the Resolution.

Summary/Key Points:

- The Town of Erie currently has an ongoing home rehabilitation program funded by Weld County's Community Development Block Grant (CDBG) program.
- The Department of Housing & Urban Development (HUD) requires updates to the current intergovernmental agreements for the conduct of CDBG programs.
- The new IGA incorporates the original agreement, the first amendment to that

agreement, and the new HUD requirements.

Background of Subject Matter:

Every three years, Weld County needs to re-qualify as an Urban County in order to continue to receive CDBG funds for this program. As part of this re-qualification process, HUD reviews and updates their requirements for agreements between the Grantee and the participating jurisdictions for the conduct of this program. The principal change is that the current agreement has an auto-renewal clause with an indeterminate end, while going forward, auto-renewals will be limited to two consecutive three-year terms with other updates related to new federal regulations.

Attachments:

1. Resolution 2026-158
2. IGA

**Town of Erie
Resolution No. 2026-158**

**A Resolution of the Town Council of the Town of Erie Approving an
Intergovernmental Agreement with Weld County for Town
Participation in Community Development Block Grant Urban
County Program**

Whereas, the U.S. Congress enacted the Housing and Community Development Act of 1974, which authorizes federal participation in local housing and community development programs administered by the U.S. Department of Housing and Urban Development ("HUD"); and

Whereas, Weld County intends to qualify as an Urban County under HUD regulations for federal fiscal years 2027–2029, and municipalities within Weld County may participate through a cooperative intergovernmental agreement; and

Whereas, the Town of Erie's participation in the Urban County allows the Town to be included in Weld County's annual Community Development Block Grant ("CDBG") funding requests, enabling access to federal community development and housing assistance funds; and

Whereas, HUD regulations require the Town of Erie ("Town") and Weld County to enter into a cooperation agreement granting Weld County authority to undertake or assist in community development and housing activities within the Town's boundaries; and

Whereas, under the Agreement the Town agrees to cooperate with Weld County in identifying, planning, and administering eligible projects; comply with federal CDBG regulations; maintain required records; ensure timely project completion; and utilize funds exclusively for approved CDBG purposes; and

Whereas, Weld County retains administrative oversight and must ensure that all CDBG funds allocated to participating jurisdictions, including the Town, are used in compliance with federal requirements, including the national objective that at least 70% of funds benefit low- and moderate-income residents; and

Whereas, both Parties are required to comply with all applicable federal civil rights, fair housing, disability access, and nondiscrimination laws in administering CDBG-funded activities; and

Whereas, the Intergovernmental Agreement expressly maintains each Party's governmental immunity and constitutes the full and complete understanding between the Parties.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The Town Council of the Town of Erie hereby approves the Intergovernmental Agreement ("Agreement") between the Town and Weld County for participation in the Community Development Block Grant Urban County Program.

Section 2. The Town shall take necessary actions to comply with the Agreement, including submission of project proposals, adherence to federal reporting requirements, and coordination with Weld County concerning CDBG-funded activities.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2026, by and between County of Weld, by and through the Board of County Commissioners of the County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632, a body corporate and politic of the State of Colorado, hereinafter referred to as “County,” and the Town of Erie, whose address is 645 Holbrook Street, Erie, CO 80516, a municipality located in Weld County, State of Colorado, hereinafter referred to as “Municipality.” County and Municipality may be referred to collectively as “Parties,” and individually as “Party.”

WITNESSETH:

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 (“the Act”) thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the Community Development Block Grant (“CDBG”) program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Subtitle B, Chapter V, Part 570 (“CDBG Regulations”), provide that a county must qualify as an “Urban County,” as defined therein, and submit to HUD an annual request for funding in the form of a Three (3) year Consolidated Plan (“Consolidated Plan”) and an Annual Action Plan (“AAP”) or a Three (3) year Consolidated Plan with an Annual Action Plan component (“CPAAP”). The municipalities and other units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County’s CDBG Program; and

WHEREAS, Weld County wishes to obtain Urban County classification for the next three successive fiscal years 2027-2029 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2027-2029 are published in HUD Notice CPD-26-08, “Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program; and

WHEREAS, HUD has determined that County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted County pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of Municipality and, therefore, its ability to conduct the CDBG Program in Municipality is limited. Accordingly, in order for Municipality to be considered a part of the Urban County and be included in County's annual requests to HUD for CDBG Program funds, CDBG regulations require that Municipality and County enter into a cooperation agreement wherein Municipality authorizes and agrees to cooperate with County to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of Municipality, as may be approved and authorized between the Parties in the CDBG Agreements, including the Consolidated Plan, and in County's annual grant agreements with HUD; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, County and Municipality are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, County and Municipality have determined that it would be mutually beneficial and in the public interest to enter into this Agreement. Municipality that has entered into an intergovernmental agreement with the County shall be considered a "Participating Jurisdiction" and shall be eligible to participate in the County's CDBG programs for the County's qualification period; and

WHEREAS, the Mayor of the Municipality is authorized to execute this Agreement on the Municipality's behalf; and

WHEREAS, the County Executive is authorized to execute this Agreement on the County's behalf.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, County and Municipality agree as follows:

I. TERM OF AGREEMENT:

This Agreement covers the CDBG Entitlement program. Urban County does 'not' receive HOME or ESG funding. The initial term of this Agreement shall be for three (3) years covered by the Urban County qualification period of Federal Fiscal Years **2027**, through **2029**. Funding

for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for participation for one successive three (3) year Urban County qualification period (Federal Fiscal Years 2030, 2031, 2032), unless either Party provides written notice that it elects not to participate in a new qualification period. The terminating Party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website.

The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and County and Municipality cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF MUNICIPALITY:

- A. Municipality and County Cooperation.** The County and the Municipality agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities.

Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.

- B. Delegation of Administrative and Supervisory Control.** Municipality acknowledges that County is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Municipality under the CDBG Program.
- C. Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), Municipality is subject to the same requirements applicable to “subrecipients,” including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, County shall use Sub-recipient Agreements for all projects administered on behalf of Municipality and shall notify Municipality of individual project and/or Activity County approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.
- D. Project Timelines.** The timeline for a project or activity shall commence when County provides written notification to Municipality of proposal/project/activity approval and authorization by County and/or HUD and a fully executed Subrecipient Agreement. Municipality shall submit to County, no less frequent than annually, formal Municipality proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. Municipality shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and Municipality shall allocate the funds received hereunder accordingly. Municipality understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless County determines that extenuating circumstances beyond Municipality control exist, permitting the project to proceed and be completed in a reasonable time. Unobligated or unexpended funds not used by Municipality shall be transferred to the allocation formula for redistribution. County will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.
- E. Payment Process.**
- 1. Applications for Funding.** Before County distributes any funds to Municipality under this Agreement, Municipality shall submit to County an application for funding, which shall be in the form and format specified by County and in compliance with HUD regulations.
- F. Non-Appropriation Clauses.** Municipality agrees that every contract to which it is a party involving the use of CDBG funds allocated here under shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of County General Funds.

1. **Accounting Standards.** Municipality's financial management system shall be in compliance with the standards specified in OMB Circular A-87, now superseded by regulations codified at 2 C.F.R. Part 200, Subpart E. In addition, Municipality shall comply with OMB Circular A-110, now superseded by regulations codified at 2 C.F.R. Part 200, Subpart D, 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.

G. **Expenditure Restrictions.** All CDBG funds approved by HUD for expenditure under County's Grant Agreement, including those that are identified for Municipality projects and activities, shall be allocated to the specific projects and activities described and listed in Municipality's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of County and/or HUD, as required.

H. **Additional Spending Limitations.** By executing the CDBG cooperation agreement, the included Municipality understands that it:

- a. May not apply for grants under the State CDBG Program for fiscal years during the period in which it participates in the Urban county's CDBG program.
- b. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the Urban County does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments.
- c. May receive a formula allocation under the ESG Program only through the Urban county.
- d. This does not preclude the Urban County or the Municipality from applying for HOME or ESG funds from the State, if the State allows.

I. **Municipality as Independent Contractor.** Municipality shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, Municipality shall be deemed to be acting as an independent contractor and not as an employee of County. Municipality shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of Municipality shall be deemed to be an employee, servant, contractor, or subcontractor of County because of the performance of any services or work under this Agreement. Municipality, at its expense, shall procure and maintain workers' compensation insurance and unemployment compensation insurance as applicable and/or required by law. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Municipality understands that it and its elected officials, employees, and agents are not entitled to workers' compensation benefits from County. Municipality further understands that it is solely obligated**

for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable. Unemployment insurance benefits will not be available to Municipality unless unemployment coverage is provided by the Municipality or some other entity.

J. Excessive Force. Municipality has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

K. Record Retention. Municipality shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. Municipality will provide full access to these records to County, the Secretary of HUD or the Secretary's designee, the Office of Inspector General, and/or the U.S. Government Accountability Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. Municipality further agrees to provide County, upon request, a copy of any audit records pertaining to Municipality's CDBG Program operations during the term of this Agreement. Municipality shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.

L. Termination Asset Management. If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 2 CFR Part 200 and any other applicable HUD and/or Federal regulations.

M. Compliance With Local Laws. All responsibilities of Municipality enumerated herein shall be subject to applicable State statutes and regulations and Municipality ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within Municipality.

III. RESPONSIBILITIES OF COUNTY:

A. Administrative Oversight. County, as a designated Urban County and Municipality, is ultimately responsible for the administrative oversight and supervision of all funds. As such, it is responsible for ensuring that all funds allocated to Municipality are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of County to exercise only that degree of administrative and supervisory control concerning Municipality projects and activities as necessary to

comply with such requirements and in accordance with the provisions of this Agreement and any Subrecipient Agreement.

B. Distribution of Funds. The distribution of CDBG funds between County and Municipality shall be determined as follows:

1. **Administrative Allocation.** County shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to County for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of County for the aforementioned purposes.
2. **Allocations to Participating Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the County and Municipality.
3. **Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
4. **Benefit to Low- and Moderate-Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. County and Municipality agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, Municipality shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

IV. MUTUAL RESPONSIBILITIES AND MISCELLANEOUS PROVISIONS:

- A. Compliance With Federal Laws and Regulations.** The Parties shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by County in which Municipality is included. The county and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

Parties agree that no actions shall be taken that prohibit Urban County from funding activities in, or in support of, any Participating UGLG that impedes County's actions to comply with its fair housing certification.

Parties agree that Urban County and the Participating UGLG are obligated to comply with Urban County's certification (under section 104(b) of Title I of the Housing and

Community Development Act of 1974), that grants will be conducted and administered in conformity with:

- Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR Part 1);
- the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR Part 100, and the duty to affirmatively further fair housing (AFFH); and
- Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates:
 - Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8;
 - Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35;
 - the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146;
 - Section 3 of the Housing and Urban Development Act of 1968;
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24;
 - Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42; and
- Other applicable laws

B. Governmental Immunity. County and Municipality are “Public Entities” as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.

C. Fair Housing.

County is prohibited from funding activities that do not comply with HUD’s policies and regulations concerning fair housing. Municipality agrees to affirmatively further fair housing. Municipality agrees not to take any actions pursuant to funding it receives under this Agreement that would result in County being in noncompliance with its Fair Housing Certification. Municipality acknowledges that noncompliance by Municipality may constitute noncompliance by County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes County’s actions to comply with County’s Fair Housing Certification.

D. Reporting. Municipality will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by County and HUD. This includes providing to County information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. County shall be responsible for

confirming the compliance of Municipality projects with applicable Federal laws and regulations. County shall further be responsible for maintaining proper documentation of County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

1. **Support of Nonprofit Organizations.** County recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. Municipality is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or Municipality. CDBG funds should supplement activities above and beyond what local Municipality funds normally support; they are not meant to displace use of local support.

2. **Termination.** This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

E. **Entire Agreement.** This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

F. **No Third-Party Beneficiary Enforcement.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

G. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.

H. **Modification and Breach.** This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

- I. Prohibition of Fund Use.** Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- J. Legal Opinion.** The terms and provisions of this agreement are fully authorized under state and local law and that the agreement provides the legal authority for the County to undertake, or assist in undertaking, essential community development and housing assistance activities within the Participating UGLG's jurisdiction. Attached and incorporated into this Agreement is **Exhibit A**, County Counsel's Legal Opinion letter regarding this issue.
- K. Notices.** All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

MUNICIPALITY:

Town Manager
Town of Erie
PO Box 750
Erie, CO 80516

COUNTY:

Cynthia Martin, Weld County
1301 N 17th Ave., PO Box 758,
Greeley, CO 80632

IN WITNESS WHEREOF, County Executive and Municipality Mayor are authorized to execute this Agreement on their respective behalf's and have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

TOWN OF ERIE, COLORADO

By: _____
Debbie Stamp, Town Clerk

By: _____
Andrew J Moore, Mayor

ATTEST:

WELD COUNTY Clerk to the Board

**COUNTY OF WELD, STATE OF
COLORADO, by and through the BOARD
OF COUNTY COMMISSIONERS OF THE
COUNTY OF WELD**

By: _____
Deputy Clerk to the Board

By: _____
Scott K. James, Chair



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-86

Subject:

A Resolution of the Town Council of the Town of Erie Authorizing the Assignment of the Town's Private Activity Bond Allocation for 2026 to the Housing Authority of the City and County of Broomfield, Colorado d/b/a Broomfield Housing Alliance, Approving an Assignment of Allocation, and Providing Other Details in Connection Therewith

Department: Planning - Land Use,

Presenter(s): Sarah Nurmela, Director of Planning & Development
Kelly Driscoll, Deputy Director of Planning & Development

Time Estimate:

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Council approval is required to assign the Town's Private Activity Bond (PAB) allocation.

Staff Recommendation:

Approve the resolution.

Summary/Key Points:

- The Town's 2026 annual allocation of Private Activity Bonds (PABs) is \$2,646,750.
- PABs are government-issued bonds that help fund affordable housing developments by reducing the cost of financing for developers.
- The Town has no immediate project need for this year's PAB allocation, and can

either assign its allocation to another municipality, public entity, or to the State's Colorado Housing Finance Authority.

- Broomfield has requested the assignment of the Town's PABs in support of their Baseline Development project.

Background of Subject Matter:

Each year, the Town receives an annual allocation of Private Activity Bonds (PABs), which are government-issued bonds designed to support affordable housing by lowering financing costs for developers. Municipalities can use their allocation for an eligible project within their jurisdiction, assign it to another municipality or public entity (such as a housing authority), or return it to the State's PAB pool. Because these allocations are often needed to advance affordable housing projects, the Town typically receives multiple requests from housing authorities in surrounding communities seeking additional PABs.

In recent years, no projects in Erie have requested the Town's allocation, so we have assigned our PABs to other housing authorities. For example, last year, the Town assigned its PABs to the Boulder County Housing Authority for the Willoughby project.

This year, staff received a request from the Broomfield Housing Authority (BHA) to support the Baseline Development, which will include 325 rental homes for families and seniors. The project is located just south of Erie near Sheridan Blvd and Highway 7 and will serve households earning 60% AMI or below. Erie's \$2.6 million in PABs will assist the project in moving forward. Construction is anticipated to begin in early Q3 2027.

Attachments:

1. Resolution 2026-159
2. Assignment of Allocation
3. Volume Cap Certificate

**Town of Erie
Resolution No. 2026-159**

**A Resolution of the Town Council of the Town of Erie Authorizing
the Assignment of the Town's Private Activity Bond Allocation for
2026 to the Housing Authority of the City and County of
Broomfield, Colorado d/b/a Broomfield Housing Alliance,
Approving an Assignment of Allocation, and Providing Other
Details in Connection Therewith**

Whereas, pursuant to the Private Activity Bond Ceiling Act, constituting Title 24, Article 32, Part 17, Colorado Revised Statutes (the "Allocation Act"), the Town of Erie, Colorado (the "Town") has received a direct allocation of the State of Colorado's Private Activity Bond Ceiling for the year 2026 (the "2026 Allocation") in the amount of \$2,646,750; and

Whereas, the Housing Authority of the City and County of Broomfield, Colorado d/b/a Broomfield Housing Alliance (the "Authority") has requested that the Town assign all of the 2026 Allocation, equal to \$2,646,750 (the "Assigned Allocation"), to the Authority pursuant to Section 24-32-1706 of the Allocation Act to be used to issue bonds to finance qualified residential rental projects; and

Whereas, the Town desires to assign the Assigned Allocation to the Authority; and

Whereas, there has been presented to the Town Council of the Town (the "Council") the form of an Assignment of Allocation between the Town and the Authority (the "Assignment").

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado that:

Section 1. Authorization of Assignment. The Town hereby authorizes the assignment of the Assigned Allocation to the Authority for use as described above.

Section 2. Approval of Assignment of Allocation. The form, terms, and provisions of the Assignment between the Town and the Authority are hereby approved in substantially the same form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Assignment. The execution of the Assignment shall be conclusive evidence of the approval by the Town of such document in accordance with the terms hereof.

Section 3. Further Action. The officers of the Town shall take such other steps or actions necessary or reasonably required to carry out the terms and intent of this resolution and the Assignment, including any amendments thereto and certificates not inconsistent with this resolution.

Section 4. Ratification. All action not inconsistent with the provisions of this resolution heretofore taken by the Council and the officers of the Town directed toward the assignment of the Assigned Allocation and the authorization of the Assignment hereby are ratified, approved, and confirmed.

Section 5. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution, the intent being that the same are severable.

Section 6. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this resolution are hereby repealed to the extent only of such inconsistency.

Section 7. Effective Date. This resolution shall be in full force and effect upon its passage and approval.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

ASSIGNMENT OF ALLOCATION

THIS ASSIGNMENT OF ALLOCATION (the “Assignment”), dated as of _____, 2026, is between the TOWN OF ERIE, COLORADO, a body corporate and politic (the “Assignor”), and the HOUSING AUTHORITY OF THE CITY AND COUNTY OF BROOMFIELD, COLORADO D/B/A/ BROOMFIELD HOUSING ALLIANCE, a body corporate and politic (the “Assignee”).

RECITALS

A. The Assignee intends to finance qualified residential rental projects (the “Project”).

B. The Project will be designed to qualify as a “project” within the meaning of Title 29, Article 4, Part 2, Colorado Revised Statutes, as amended (the “Act”).

C. The Assignee intends to provide for the issuance of its multifamily housing revenue bonds, notes or other obligations, in one or more series (the “Proposed Bonds”), pursuant to the provisions of the Act for the purpose of financing the Project.

D. The Assignee has requested that the Assignor assign to the Assignee all of the Assignor’s 2026 allocation, in the amount of \$2,646,750 (the “2026 Allocation”) under the bond ceiling for the State of Colorado and its issuing authorities (the State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”) as provided for the Assignor as a “designated local issuing authority” under part 17 of article 32 of title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in connection with the financing of the Project.

E. Subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept, the 2026 Allocation from the State Ceiling.

ASSIGNMENT

In exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor’s 2026 Allocation, in an amount equal to \$2,646,750, from the State Ceiling for private activity bonds. The Assignor and the Assignee understand that such assigned allocation shall automatically be relinquished to the “Statewide Balance” as defined under the Allocation Act unless (a) the Proposed Bonds are issued by the Assignee before September 15, 2026, or (b) Section 24-32-1706(3)(c) of the Allocation Act, pertaining to the carryforward of the assigned allocation, applies.

2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

3. The Assignee hereby:

(a) accepts the assignment of \$2,646,750 of the Assignor's 2026 Allocation from the State Ceiling described above;

(b) agrees to abide by each of the terms and conditions of this Assignment and applicable provisions of the Allocation Act in connection with the use of such allocation; and

(c) agrees to use its best efforts to issue and use the Proposed Bonds for the purpose of financing the Project.

4. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the assignment set forth herein as an allocation for a project or projects with a carryforward purpose within the meaning of the Allocation Act.

5. This Assignment shall not constitute the debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado, nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

6. This Assignment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. To the fullest extent permitted by applicable law, facsimile or electronically transmitted signatures shall be treated as original signatures for all purposes hereunder.

(Remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Allocation to be executed to be effective as of the date and year first written above.

TOWN OF ERIE, COLORADO,
as Assignor

[SEAL]

Mayor

ATTEST:

Town Clerk

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF BROOMFIELD,
COLORADO D/B/A/ BROOMFIELD
HOUSING ALLIANCE, as Assignee

Executive Director

CERTIFICATE OF THE TOWN OF ERIE, COLORADO
CONCERNING ASSIGNMENT OF
2026 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION
TO THE BROOMFIELD HOUSING ALLIANCE

I, the undersigned, hereby certify as of _____, 2026 that I am the duly chosen, qualified and acting Mayor of the Town of Erie, Colorado (the "Town"), and that:

1. The Town is a public body corporate and politic and political subdivision, duly organized and existing under the constitution and laws of the State of Colorado.

2. The Town has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), it has an allocation of a portion of the State ceiling (as defined in the Allocation Act) for 2026 in the amount of \$2,646,750.

3. Attached hereto as Exhibit A is a true and correct copy of Resolution 2026-____ (the "Resolution") authorizing the assignment to the Housing Authority of the City and County of Broomfield, Colorado d/b/a Broomfield Housing Alliance (the "Authority") of all of such allocation of the 2026 State ceiling in the amount of \$2,646,750 (the "Assigned Allocation"), and authorizing the execution and delivery of an Assignment of Allocation expected to be dated on or about _____, 2026 (the "Assignment of Allocation") between the Town and the Authority in connection therewith, which Resolution was duly adopted by the Town Council of the Town (the "Town Council") at a meeting thereof held on _____, 2026, at which meeting a quorum was present and acting throughout and which Resolution has not been revoked, rescinded, repealed, amended or modified and is in full force and effect on the date hereof.

4. The meeting of the Town Council at which action has been taken with respect to the Assignment of Allocation was a regular meeting properly called and open to the public at all times.

5. With respect to the Assigned Allocation, the Town has not heretofore: (a) issued private activity bonds; (b) assigned the Assigned Allocation to another "issuing authority," as defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) treated the Assigned Allocation as an allocation for a project with a carryforward purpose, as defined in the Allocation Act.

6. The Assignment of Allocation, attached hereto as Exhibit B, is in the form presented to and approved by the Town Council at the meeting thereof held on _____, 2026.

7. On or before the date hereof, the Mayor of the Town and the Town Clerk officially executed counterparts of the Assignment of Allocation.

8. The Town has authorized the execution, delivery and due performance of the Assignment of Allocation, and the execution and delivery of the Assignment of Allocation and the compliance by the Town with the provisions thereof, will not, to the best of my

knowledge, conflict with or constitute on the part of the Town a breach of or a default under any existing Colorado law, Town resolution, court or administrative regulation, decree or order or any agreement or other instrument to which the Town is subject or by which it is bound.

9. To the best of the undersigned's knowledge, there does not exist any action, suit, proceeding or investigation pending, or threatened against the Town, contesting (a) the corporate existence of the Town, (b) the title of its present officers or any of them to their respective offices, including, without limitation, the members of the Town Council, (c) the validity of the Assignment of Allocation or (d) the power of the Town to execute, deliver or perform the Assignment of Allocation.

10. No referendum petition has been filed concerning the Resolution; and to the best of my knowledge none is being circulated or planned for circulation.

(Signature page follows)

WITNESS my hand as of the date first written above.

TOWN OF ERIE, COLORADO

Mayor

ATTEST:

Town Clerk

EXHIBIT A
RESOLUTION

EXHIBIT B
ASSIGNMENT OF ALLOCATION



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-110

Subject:

A Resolution of the Town Council of the Town of Erie Approving a Maintenance Agreement with Colliers Hill Build to Rent, LLC, for Tracts A – T, Colliers Hill Filing No. 4H

Department: Parks & Recreation,

Presenter(s): Luke Bolinger, Director of Parks & Recreation

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Council approval is needed for this maintenance agreement requiring Colliers Hill Build to Rent, LLC to maintain, repair, and replace private infrastructure located on the Town-owned Tract A within Colliers Hill Filing No. 4A, as well as the private tracts and improvements associated with Colliers Hill Filing No. 4H.

Staff Recommendation:

Approve the resolution.

Summary/Key Points:

- The Town owns Tract A within Colliers Hill Filing No. 4A; however, a cobble swale, drainage infrastructure, and a retaining wall associated with the developer's project are located along the tract's boundary.
- The agreement requires the developer or assignee, at its sole cost, to maintain,

repair, and replace this infrastructure, obtain written Town approval before accessing Tract A, and repair any damage caused to the Town-owned property.

- If the developer does not complete required maintenance or repair identified damage, the Town may perform the work, recover its costs from the developer, and use the agreement's enforcement remedies for any unpaid amounts.

Background of Subject Matter:

In November 2022, the Town entered into a Development Agreement with Colliers Hill Build to Rent, LLC in connection with the approval of the final plat for Colliers Hill Filing No. 4H. The Development Agreement provides that Tracts A-T within Filing No. 4H and the improvements located within those tracts will remain private and will continue to be maintained by the developer unless the Town approves an assignment of those responsibilities to a future homeowners' association. A portion of the infrastructure associated with the development is located along the boundary of Tract A within Colliers Hill Filing No. 4A, which is owned by the Town. This infrastructure includes a cobble swale, drainage facilities, and a retaining wall. Although the infrastructure is located on or affects Town-owned property, it serves the private development and is not intended to become a Town maintenance responsibility.

The proposed Maintenance Agreement expressly assigns responsibility for maintaining, repairing, and replacing this infrastructure to the developer at its sole cost. The developer must obtain written permission from the Town before accessing Tract A and must repair any damage to the Town-owned property within 30 days after receiving written notice. If the developer fails to complete the repairs, the Town may perform the work and invoice the developer for its costs.

The agreement also establishes the developer's broader responsibility for the private tracts, drainage systems, utility segments, and other improvements associated with Filing No. 4H. It requires appropriate insurance, indemnification of the Town, and Town approval before the developer may assign its obligations. The agreement will be recorded with the Weld County Clerk and Recorder and will run with the property, helping protect the Town from assuming future maintenance or financial responsibility for the private infrastructure.

Attachments:

1. Resolution 2026-160
2. Maintenance Agreement

**Town of Erie
Resolution No. 2026-160**

**A Resolution of the Town Council of the Town of Erie Approving a
Maintenance Agreement with Colliers Hill Build to Rent, LLC, for
Tracts A – T, Colliers Hill Filing No. 4H**

Whereas, on November 15, 2022, the Parties entered into a Development Agreement with the Town’s approval of the final plat for Colliers Hill Filing No. 4H; and

Whereas, the Development Agreement contemplates Tracts A – T will remain private and not dedicated to the Town; and

Whereas, the Development Agreement has the responsibility for any improvements on Tracts A – T will remain with the Developer.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The Maintenance Agreement with Colliers Hill Build to Rent, LLC, for Tracts A – T, Colliers Hill Filing No. 4H is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Maintenance Agreement **(Tracts A-T, Colliers Hill Filing No. 4H)**

This Maintenance Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Colliers Hill Build to Rent, LLC, a Delaware limited liability company with an address of 4900 North Scottsdale Road, Unit 4900, Scottsdale, AZ 85251 ("Developer") (each a "Party" and collectively the "Parties").

Whereas, the Parties entered into a Development Agreement dated November 15, 2022 and recorded with the Weld County Clerk at Reception No. 4870238 (the "DA"), in connection with the Town's approval of the final plat for Colliers Hill Filing No. 4H (the "Final Plat") for the real property more particularly described in the DA (the "Property"); and

Whereas, the Final Plat contemplates that Tracts A-T and the improvements thereon (the "Improvements") will remain private and not be dedicated to the Town, and the DA contemplates that responsibility for maintenance, repair, and replacement of the Improvements shall remain with Developer until assignment of such obligations to a future homeowners' association is approved by the Town.

Now therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Maintenance Responsibilities.

a. Developer shall, at its sole cost, maintain Tracts A-T in good condition and repair and in compliance with all applicable local, state, and federal laws, rules, ordinances, and regulations.

b. Developer shall, at its sole cost, maintain and replace if necessary, the cobble swale, drainage infrastructure, and retaining wall located on the border of Tract A, Colliers Hill Filing #4A, as shown on **Exhibit A**, attached hereto and incorporated herein by this reference. Developer shall notify the Town and receive written permission to access Tract A, Colliers Hill Filing #4A for maintenance and repairs or replacement. Developer shall be responsible for any damage to Tract A as identified by the Town and repair such damage within 30 days of written notice from the Town. If Developer fails to make such repairs within 30 days, the Town may make the repairs and invoice Developer for the Town's costs.

c. Developer shall be solely responsible for maintaining the Improvements in good condition and working order, in compliance with all applicable Town standards and regulations and other applicable law. For purposes of this Agreement, maintenance includes replacement of like kind at such time that the Improvements have reached the end of their useful life or have been damaged beyond repair. Where a private utility (e.g.,

storm sewer) segment is located both in a private tract and a public right-of-way, it shall be privately owned and maintained up to the public utility structure located within the public right-of-way.

d. If Developer fails to adequately maintain the Improvements, and within 14 days after the date of written notice from Town, fails to correct the maintenance problem, then the Town may, but is under no obligation to, perform any required maintenance, in the Town's sole discretion and obtain reimbursement from Developer for all associated costs. If Developer fails to reimburse the Town for such costs within 30 days after receipt of an invoice from the Town, the unpaid amount shall constitute a lien on the Property until paid in full, with priority over all other liens, except general tax liens, which lien shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. Developer further agrees that the Town may also pursue any and all other remedies available at law or in equity.

2. Term and Termination. This Agreement shall commence on the Effective Date and shall continue in perpetuity, provided that the Town may terminate this Agreement at any time.

3. Warranty. Developer warrants that it has the full right and legal authority to enter into this Agreement.

4. Indemnification. Developer agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Developer, any subcontractor of Developer, or any officer, employee, representative, or agent of Developer.

5. Insurance.

a. Developer agrees to procure and maintain, at its own, respective, cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Developer pursuant to this Agreement. At a minimum, Developer shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

i. Workers' Compensation insurance as required by law.

ii. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall

be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

b. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be cancelled, terminated, or materially changed without at least 30 days' prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Developer. Developer shall be solely responsible for any deductible losses under any policy.

c. Developer shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

6. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by Developer in whole or in part without the prior written approval 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 in Weld 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, constitutes the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein, and supersedes all negotiations or previous arrangements between the Parties with respect to the subject matter hereof.

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

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Developer

- DocuSigned by:

Brock Nelson

-8CBF00AF232A409

State of _____)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ____ day of _____, 2026, by _____ as the _____ of Colliers Hill Build to Rent, LLC.

My commission expires:

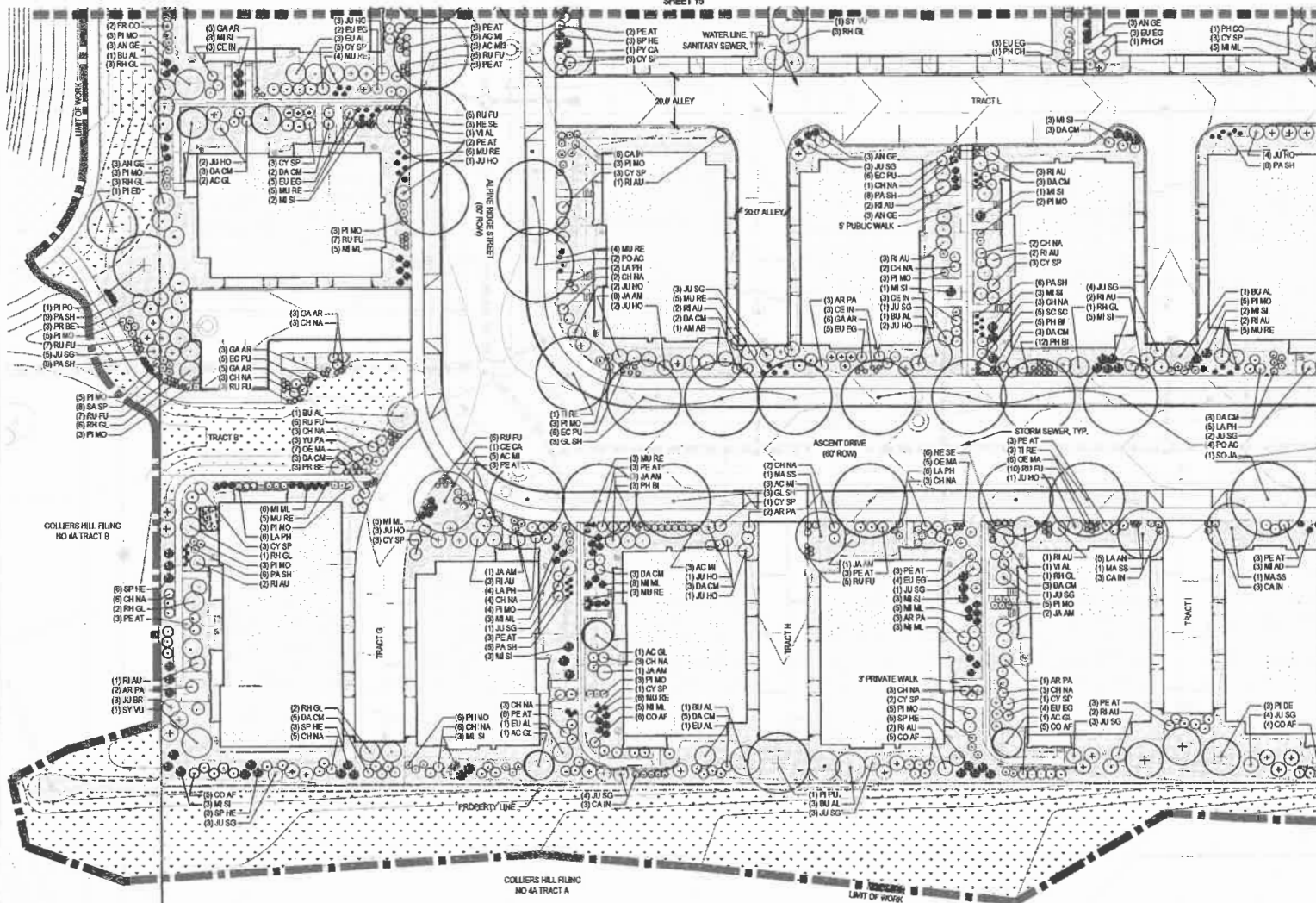
Notary Public

Exhibit A

COLLIERS HILL FILING NO. 4H SITE DEVELOPMENT PLAN

TRACT A OF "COLLIERS HILL FILING NO. 4G" LOCATED IN THE EAST HALF OF SECTION 17,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, 14.68 ACRES
SP-001277-2021

SHEET 15



KEY MAP



SCALE: N.T.S.

LEGEND

	LIMIT OF WORK
	MATCHLINE
	EDGER - METAL
	EDGER - MOW LINE
	EDGER - SPADE CUT
	HANDRAIL
	5' NO IRRIGATION ZONE
	NOISE RETAINING WALL
	TURF
	IRRIGATED MIXED GRASS
	IRRIGATED NATIVE SEED MIX
	IRRIGATED SHORT GRASS
	IRRIGATED NATIVE SEED MIX
	ARTIFICIAL TURF
	EXPOSED AGGREGATE
	PLAY SURFACE
	LANDSCAPE BED
	CANOPY TREE
	ORNAMENTAL TREE
	EVERGREEN TREE
	DECIDUOUS SHRUB
	EVERGREEN SHRUB
	ORNAMENTAL GRASSES
	PERENNIALS
	LANDSCAPE BOULDERS
	STREET LIGHTING

NOTES

- SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBTURATED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE. ALL TREES WILL BE UNBROKEN UP TO PREVENT VISUAL OBSTACLES.
- TREES SHALL NOT BE PLACED WITHIN 5' OF STOP SIGNS LOCATED AT LOCAL INTERSECTIONS.
- LANDSCAPING AND ASSOCIATED IRRIGATION WILL BE REQUIRED BASED UPON FIELD CONDITIONS IN ORDER TO SCREEN ABOVE GROUND UTILITY FACILITIES, INCLUDING TRANSFORMERS, GROUND MOUNTED HVAC EQUIPMENT, UTILITY PEDSTALS, ETC. ANY ADDITIONAL LANDSCAPING OF THE ABOVE GROUND UTILITY FACILITIES SHALL BE INSTALLED PRIOR TO INSPECTION BY THE CITY AND COUNTY ENGINEER.



COLLIERS HILL FILING 4H SITE DEVELOPMENT PLAN

APPLICANT:
BB LIVING
JASON JARVIS
4800 N SCOTTSDALE RD
SUITE 400
SCOTTSDALE, AZ 85251
(480) 753-3440

NOT FOR
CONSTRUCTION

DATE:
SOP 01: 05/20/2021
SOP 02: 10/08/2021
SOP 03: 12/08/2021

SHEET TITLE:
LANDSCAPE
PLAN

17 OF 56



KEY MAP

TRACT A OF "COLLIERS HILL FILING NO. 45" LOCATED IN THE EAST HALF OF SECTION 17,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, 14.68 ACRES
SP-001277-2021

COLLIERS HILL FILING NO. 4H
SITE DEVELOPMENT PLAN

COLLIERS HILL FILING 4H
SITE DEVELOPMENT PLAN

ERIE, CO

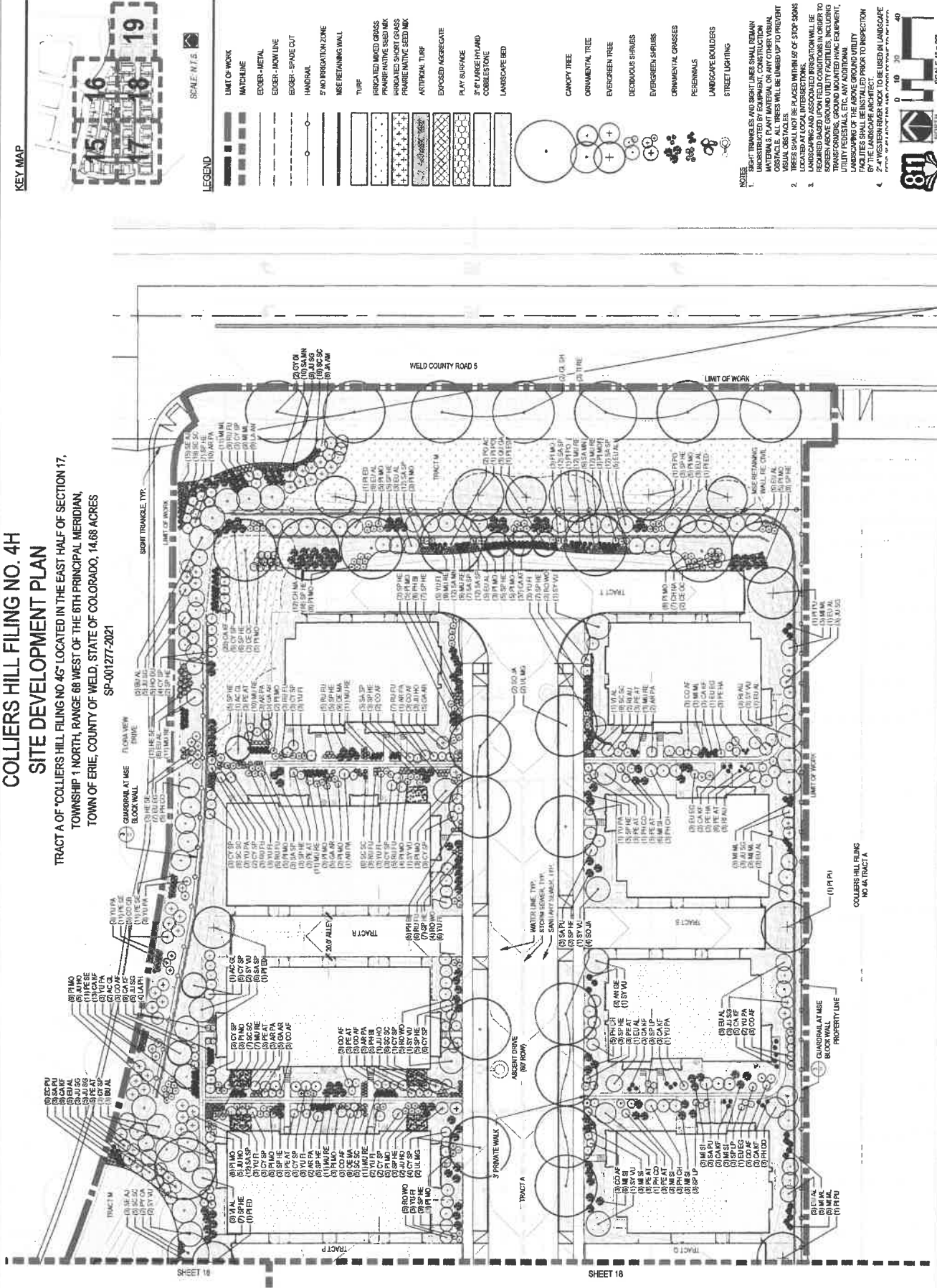
APPLICANT
JACOB JACOB
4000 S. JACOB
SUITE 400
SCOTTSDALE, AZ 85261
480.743.3443

NOT FOR
CONSTRUCTION

DATE
SHEET 01 08/12/2021
SHEET 02 08/12/2021
SHEET 03 08/12/2021

SHEET TITLE
LANDSCAPE
PLAN

19 OF 56



SCALE: 1" = 20'

LEGEND

- LIMIT OF WORK
- WATERLINE
- SEWER-METAL
- SEWER-IRON LINE
- SEWER-SPADE CUT
- HANDRAIL
- 5' NO IRRIGATION ZONE
- MSW RETAINING WALL
- TURF
- IRRIGATED MIXED GRASS
- PHASE I NATIVE SEED MIX
- IRRIGATED SHORT GRASS
- PHASE II NATIVE SEED MIX
- ARTIFICIAL TURF
- EXPOSED AGGREGATE
- FLAT SURFACE
- 3" 6" LARGE PLY AND CORBEL STONE
- LANDSCAPE BED
- CANOPY TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- ORNAMENTAL GRASSES
- PERENNIALS
- LANDSCAPE BOULDERS
- STREET LIGHTING

- NOTES
- SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBTURATED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLES. THESE WILL BE FINISHED UP TO PRESENT VISUAL OBSTACLES.
 - TREES SHALL NOT BE PLACED WITHIN 50' OF STOP SIGNS.
 - LANDSCAPING AND ASSOCIATED IRRIGATION WILL BE REQUIRED BASED UPON FIELD CONDITIONS IN ORDER TO SCREEN ABOVE GROUND UTILITY FACILITIES, INCLUDING UTILITY FACILITIES, ETC. ANY ADDITIONAL LANDSCAPING OF THE ABOVE GROUND UTILITY FACILITIES SHALL BE INSTALLED PRIOR TO INSPECTION.
 - 2" 4" WESTERN RIVER ROCK TO BE USED IN LANDSCAPE BEDS.



COLLIERS HILL FILING
NO. 45 TRACT A

SHEET 18

SHEET 18

CHECKED BY: JH
DATE: 08/12/21



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-121

Subject:

A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with Boulder County for the November 3, 2026, Coordinated Election

Department: Administrative Services,

Presenter(s): Debbie Stamp, Town Clerk

Time Estimate:

Fiscal Summary:

Cost as Recommended: \$40,000.00
Balance Available: \$40,000.00
Fund: General Fund
Line Item Number: 100-20-310-561020-000000
New Appropriation Required: No

Policy Issues:

The Council must approve all Intergovernmental Agreements.

Staff Recommendation:

Approve Resolution

Summary/Key Points:

- Nov. 3 will be the 2026 Election Day.
- The Town will have three Town Council seats and ballot issues for this year's election.
- The Town coordinates with Boulder and Weld counties to run elections. Per state statute, the IGA needed for this election must be completed no later than Aug. 25.
- Per the Home Rule Charter, the Town Clerk is the Town's Designated Election

Official who will work with both counties to ensure a smooth election.

Background of Subject Matter:

Attachments:

1. Resolution 2026-154
2. Intergovernmental Agreement

**Town of Erie
Resolution No. 2026-154**

**A Resolution of the Town Council of the Town of Erie Approving an
Intergovernmental Agreement with Boulder County for the
November 3, 2026, Coordinated Election**

Whereas, the Town is participating in the November 3, 2026, Coordinated Election with Boulder County; and

Whereas, the Town wishes to enter into an Intergovernmental Agreement ("IGA") with Boulder County for the November 3, 2026, Coordinated Election.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. the IGA between the Town and Boulder County for the coordination of the Town's November 3, 2026, Election is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the IGA on behalf of the Town.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF
ERIE AND THE BOULDER COUNTY CLERK AND RECORDER FOR THE
CONDUCT AND ADMINISTRATION OF THE 2026 GENERAL ELECTION TO
BE HELD NOVEMBER 3, 2026**

This Intergovernmental Agreement for the Conduct and Administration of the 2026 General Election (“IGA”) is made and entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Boulder County Clerk and Recorder (the “County Clerk” or “Clerk”) and the Town of Erie (the “Jurisdiction”) (together “the Parties”).

1. RECITALS AND PURPOSES

1.1 The County Clerk and the Jurisdiction are each authorized to conduct elections as provided by law; and

1.2 The election to be held on November 3, 2026 (the “Election”) shall be conducted as a mail ballot election as defined in the Uniform Election Code of 1992 (“the Code”) and the Rules and Regulations of the Colorado Secretary of State (“the Rules”); and

1.3 Pursuant to § 1-7-116(2), Colorado Revised Statutes (“C.R.S.”), the County Clerk and the Jurisdiction are required to enter into an agreement for the administration of their respective duties and sharing of the actual costs related to the Election; and

1.4 Section 20 of Article X of the Colorado Constitution (“TABOR”) requires the production of a mailed notice (“TABOR Notice”) concerning tax and liability ballot issues that will be submitted to the electors of Boulder County; and

1.5 The County Clerk and the Jurisdiction have determined that it is in the best interests of the Jurisdiction, and its inhabitants and landowners, to cooperate and contract for the Election upon the terms and conditions contained in this IGA; and

1.6 The purpose of this IGA is to allocate responsibilities between the County Clerk and the Jurisdiction for the preparation and conduct of the Election and provide for a reasonable sharing of the actual costs of the Election among the County Clerk and participating jurisdictions.

For and in consideration of the mutual covenants and promises in this IGA, the sufficiency of which is acknowledged, the Parties agree as follows:

2. GENERAL MATTERS

2.1 The County Clerk shall act as the chief designated election official in accordance with C.R.S. §1-1-110 and will be responsible for the administration of the Election as detailed in the Code and the Rules.

2.2 Boulder County Clerk and Recorder’s Elections Director Stephanie Gnoza will be the primary liaison and contact for the County Clerk. The Jurisdiction designates Debbie Stamp, Town Clerk as its “Election Officer” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who shall have primary responsibility for the management and performance of the Jurisdiction’s obligations under this IGA. If the Code requires a “designated election official” within the Jurisdiction to perform tasks, the Election Officer shall act as such designated election official. Nothing in this IGA relieves the County Clerk or the Jurisdiction’s Governing Board from their official responsibilities for the conduct of the Election.

2.3 **Term.** The term of this IGA shall be from the date of signing through December 31, 2026.

3. RESPONSIBILITIES OF THE COUNTY CLERK

3.1 **Initial ballot layout.** Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will create the layout of the text of the ballot in a format that complies with the Code. The County Clerk will provide the Jurisdiction with a copy of the draft ballot for the Jurisdiction’s review along with any instructions for modifications to the ballot layout and the time period within which the Jurisdiction must return the modified ballot to the County Clerk. If modifications are made by the Jurisdiction, the Clerk will review the changes upon receipt from the Jurisdiction of the modified ballot and notify the Jurisdiction that the ballot is approved or return the ballot for further modifications and time requirements.

3.1.5 **Ballot text translation.** Boulder County must provide a Spanish language ballot option to voters pursuant to C.R.S. § 1-5-901, et seq. Upon receipt of the certified ballot text provided by the Jurisdiction pursuant to Section 4.2 below, the County Clerk will have the ballot text translated into Spanish using a qualified translator as defined in C.R.S. § 1-5-903(4). Unless the Jurisdiction elects to translate its ballot content into Spanish as provided for in Section 4.2.5 below, the County Clerk will use the translated ballot text to prepare a sample ballot and provide an in-person Spanish language ballot option to voters pursuant to C.R.S. § 1-5-906 and § 1-5-907. The County Clerk will provide the Spanish translation of the ballot content to the Jurisdiction for its review, and the Jurisdiction must provide any changes to the translated ballot content to the County Clerk within 48 hours of receipt of the translated content and ensure proper translation of its ballot content.

3.2 **Final ballot layout.** Once the Jurisdiction has made all changes to the ballot layout as required by the County Clerk and the ballot is in final draft form, the Clerk will lay out the ballot text and submit it to the Jurisdiction for final review, proofreading, and approval. The Clerk is not responsible for ensuring that the final ballot text complies with the requirements of TABOR or any other constitutional or statutory requirement related to the text of ballot language.

3.3 **Ballot printing and mailing.** The County Clerk will contract with a vendor to prepare and print the ballots; prepare a mail ballot packet for each registered elector within the

Jurisdiction; address a mail ballot packet to each elector within the Jurisdiction; and mail the ballots between 29 days and 25 days before Election Day, or between October 5, 2026, and October 9, 2026. If the twenty-ninth day is a state legal holiday or federal holiday recognized by the United States Postal Service, the County Clerk may mail ballots the preceding Friday.

3.4 ***Voter Service and Polling Centers.*** The County Clerk shall provide Voter Service and Polling Centers from October 19, 2026, through Election Day. The County Clerk will hire and train staff to operate Voter Service and Polling Centers in up to 19 locations across Boulder County (Boulder, Lafayette, Longmont, Louisville, Lyons, Nederland, Superior, and University of Colorado - Boulder).

3.5 ***Additional ballots.*** In addition to the mail ballots printed and mailed by the vendor as specified in subsection 3.3, the County Clerk will provide regular and provisional ballots to electors in the manner and method required by the Code.

3.6 ***Mail ballots.*** In cooperation with the vendor, the County Clerk will ensure that the mail ballot packets contain the materials required by the Code, including voter instructions; an inner verification/privacy return envelope; and the outer/mail envelope containing the appropriate postage, Official Election logo, and indicia for Return Service Requested.

3.7 ***Ballot security.*** The County Clerk will track inventory and provide security for all ballots as required by the Code.

3.8 ***Election Judges.*** The County Clerk will appoint, train, provide written materials to and pay a sufficient number of qualified election judges to receive and process the voted ballots.

3.9 ***TABOR Notice.*** If applicable, the County Clerk, through a vendor, will distribute to all Boulder County registered electors' households the printed TABOR Notice submitted by the Jurisdiction along with those of other participating jurisdictions. The County Clerk may determine the order of the TABOR Notice submitted by the Jurisdiction and those of other participating jurisdictions to be included in the TABOR Notice Package provided. However, the materials supplied by the Jurisdiction shall be kept together as a group and in the order supplied by the Jurisdiction. The cost for the printing and mailing of the TABOR Notice Package shall be shared on a prorated basis as further described in section 6 below. The Clerk is not responsible for ensuring that the TABOR Notice complies with the requirements of TABOR or any other constitutional or statutory requirement relating to notice.

3.10 ***Testing.*** The County Clerk will perform Logic and Accuracy Testing of the electronic vote counting equipment as required by the Code.

3.11 ***Election Support.*** The County Clerk will provide support to the Election Officer via telephone, email or in person throughout the Election process and during all ballot-counting procedures for the Election.

3.12 **Tally.** The County Clerk will provide for the counting and tallying of ballots, including any recounts required by law. The Clerk will release initial election returns after 7:00 p.m. on the date of the Election. With the exception of Provisional Ballots, all ballots received by 7:00 p.m. on November 3, 2026, shall start to be counted the night of the Election and may extend past Election Day due to volume. The unofficial results will be published to the County website following the completion of the Election Day counting. The Clerk will count and tally valid cured and provisional ballots on or before November 13, 2026.

3.13 **Certification of results.** Jurisdictions shall be issued a certified statement of results by November 25, 2026, unless subject to a recount as required by the Election Code.

4. RESPONSIBILITIES OF JURISDICTION

4.1 **Boundaries of Jurisdiction.** If any annexations to the Jurisdiction have occurred between January 1, 2026, and the date of the signing of this IGA, the Jurisdiction is responsible for informing the County Clerk in writing by the date of the signing of this IGA.

4.2 **Ballot content and layout.** No later than September 4, 2026, the Election Officer shall certify the ballot order and content for the Jurisdiction and deliver the certified ballot layout to the County Clerk. No content changes will be allowed after this date without the written approval of the Clerk or the Clerk's designee. The ballot layout shall be in a form acceptable to the Clerk. Ballot content layout shall not include any graphs, tables, charts, or diagrams. The ballot order and content shall include the names and office of each candidate for whom a petition has been filed with the Election Officer and any ballot issues or ballot questions the Jurisdiction has certified. The Jurisdiction shall be solely responsible for the accuracy of the information contained in the certificate and ballot content. The Jurisdiction shall make any modifications to the ballot layout requested by the County Clerk. The County Clerk will correct errors as specified in C.R.S. § 1-5-412 at the Jurisdiction's expense.

4.2.5. **Translation of ballot content.** If the Jurisdiction prefers to translate its ballot content into Spanish rather than having the County Clerk translate the content, the Jurisdiction will use a qualified translator as defined in C.R.S. 1-5-903(4) to translate the ballot content into Spanish and will provide both the English and Spanish ballot content to the County Clerk no later than September 4, 2026. The Jurisdiction shall be solely responsible for the accuracy of the translated ballot content.

4.3 **Audio for visually impaired.** No later than the Jurisdiction's submission of the ballot layout to the County Clerk, the Jurisdiction shall confirm that each candidate has provided a clearly spoken recording of their name. This requirement aids the County Clerk in programming the audio component of the electromechanical voting equipment for the Election. The Jurisdiction shall timely make any modifications to the audio recording requested by the County Clerk.

4.4 **TABOR Notice.** The Jurisdiction shall provide to the County Clerk all required TABOR Notices concerning ballot issue(s) in the manner required by Article X, Section 20 of the Colorado State Constitution on or before 4:00 pm on September 21, 2026. The submission

will include the ballot title, text, and fiscal history or any other required wording for the TABOR Notice. The submission date will expedite print layout and review of the TABOR Notice.

4.5 Final layout. The Jurisdiction shall timely make any modification to the ballot layout requested by the County Clerk. The Jurisdiction shall review and proofread and approve the layout, format, and text of the final draft form of the Jurisdiction's official ballot and, if applicable, TABOR Notice within 24 hours of the County Clerk providing the Jurisdiction with the copy to be proofed. The Jurisdiction shall return the final draft form ballot proofs on or before September 11, 2026.

4.6 Cancellation of Election by the Jurisdiction. If the Jurisdiction resolves not to hold the election or to withdraw a ballot issue, the Jurisdiction shall immediately provide notice of such action to the County Clerk. Initial notice to the County Clerk may be informal. The Jurisdiction shall provide proof of the Jurisdiction's formal action canceling the election or withdrawing a ballot issue(s) as soon as practicable after the Jurisdiction's formal action. The Jurisdiction shall promptly pay the County Clerk the full actual costs relating to the Jurisdiction's election, both before and after the County Clerk's receipt of such notice. The Jurisdiction shall provide notice by publication of such cancellation or withdrawal of ballot or question(s). The County Clerk shall post notice of the cancellation or withdrawal of ballot issue(s) or question(s) in the office of the County Clerk, and the Election Officer shall post notice of the cancellation at buildings of the Jurisdiction. The Jurisdiction shall not cancel the election after the 25th day prior to the Election as provided in C.R.S. § 1-5-208.

5. PROVISIONS UNIQUE TO SPECIAL DISTRICTS AND OTHER COORDINATING DISTRICTS

5.1 Boundaries of Jurisdiction. No later than the date this IGA is signed by the Jurisdiction, the Jurisdiction shall either confirm that the map of its boundaries provided to the County Clerk and County Assessor in January of 2026 is current and accurate or provide an accurate map. The Jurisdiction is responsible for ensuring that its boundaries are accurately defined in the Assessor's database because the County Clerk uses this database to identify eligible voters.

5.2 Multi-county special district jurisdictions. If the Jurisdiction's boundaries include areas outside of Boulder County, the County Clerk will communicate with the corresponding counties to create a master list of all property owner ballots issued in this jurisdiction.

5.3 Non-resident property owners entitled to vote. Where non-resident property owners may be entitled to vote in the Jurisdiction's election, the County will review a list of such property owners and identify those owners who may be entitled to vote in the Jurisdiction's election. The County will complete the review and create a list of potentially eligible non-resident property owners by September 16, 2026, or 48 days prior to Election Day. The County will send this list to the Jurisdiction for review and approval. Once this list has been approved by the Jurisdiction, the Clerk will send non-resident property owners on the final list a letter and

self-affirmation to establish eligibility. See **Attachment A** – Non-Resident Property Owner Letter (attached only if applicable). The Clerk will send mail ballots to the non-resident property owners who return to the Clerk the signed affirmation establishing their eligibility.

6. PAYMENT

6.1 ***Intent.*** This section addresses the reasonable sharing of the actual cost of the Election among the County Clerk and the political subdivisions participating in the Election.

6.2 ***Responsibility for costs.*** The Jurisdiction shall be responsible for its share of the costs of administration of the Election. The Jurisdiction shall not be responsible for sharing any portion of the usual costs of maintaining the office of the County Clerk, including but not limited to overhead costs and personal service costs of permanent employees, except for such costs that are shown to be directly attributable to conducting the Election on behalf of the Jurisdiction.

6.3 ***State Election Costs.*** The State of Colorado's share of the costs of conducting the Election shall be reimbursed as established by the Code, and the Jurisdiction shall not be responsible for any portion of the election costs attributable to the State.

6.4 ***Invoice.*** The Jurisdiction shall pay the County Clerk the Jurisdiction's share of the Clerk's costs and expenses in administering the Election within 30 days of receiving an invoice from the Clerk. If the invoice is not timely paid by the Jurisdiction, the Clerk may charge a late fee not to exceed 1% of the total invoice per month.

6.5 ***Cost Allocation.*** The County Clerk will determine the Jurisdiction's invoice amount by allocating to all participants in the ballot a share of the costs specific to the administration of the Election as provided by law. If the Jurisdiction is placing a ballot question that qualifies as a TABOR election, a portion of the TABOR Notice publication and mailing costs will also be billed for in the invoice.

6.6 ***Disputes.*** The Parties shall attempt to resolve disputes about the invoice or payment of the invoice informally. If the Parties cannot reach an informal resolution, disputes regarding the invoice or the payment of the invoice shall be filed in Boulder County or District Court, depending on the amount.

7. MISCELLANEOUS

7.1 ***Notices to Parties.*** Notices required to be given by this IGA are deemed to have been received and to be effective: (1) three days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax or email was received to the fax numbers or email addresses of the Parties as set forth below or to such party or addresses as may hereafter be designated in writing.

To County Clerk:
Molly Fitzpatrick
1750 33rd St., Suite 200
Boulder, CO 80301-2546
303-413-7700
Fax: 303-413-7728

E-mail: mfitzpatrick@bouldercounty.gov

To Election Officer:
Debbie Stamp
645 Holbrook St.
Erie, CO 80516
303-926-2731
Fax:

E-mail: dstamp@erieco.gov

7.2 ***Amendment.*** This IGA may be amended only in writing and following the same formality as the execution of the initial IGA.

7.3 ***Integration.*** The Parties acknowledge that this IGA constitutes the sole agreement between them relating to the subject matter of this IGA and that no party is relying upon any oral representation made by another party or employee, agent or officer of that party.

7.4 ***Waiver of claims.*** The Jurisdiction has familiarized itself with the election process used by the County Clerk and waives any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified in paragraph 7.5 below and claims arising out of willful and wanton acts of the Clerk.

7.5 ***Limitation of damages.*** If a lawsuit is filed challenging the validity of the Jurisdiction's election, the Jurisdiction shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Jurisdiction will support such intervention and cooperate in the defense of any such claims. If, as a result of a lawsuit against the Jurisdiction or against the Jurisdiction and other defendants by a third party, a court of competent jurisdiction finds that the Jurisdiction's election was void or otherwise fatally flawed due solely to a cause arising from the negligence of the County Clerk, then the Clerk shall refund all amounts paid to the Clerk under section 6 above. The Clerk shall not be responsible for any other judgment, damages, costs, or fees. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (CGIA).

7.6 ***Conflicts of this IGA with the Law.*** If any provision in this IGA conflicts with the law, this IGA shall be modified to conform to such law or resolution.

7.7 ***Time of the essence.*** Time is of the essence in the performance of the work under this IGA. The statutory time requirements of the Code shall apply to completion of the tasks required by this IGA, unless earlier deadlines are required by this IGA.

7.8 ***Good faith.*** The Parties shall implement this IGA in good faith, including acting in good faith in all matters that require joint or coordinated action.

IN WITNESS WHEREOF, the Parties have signed this IGA.

Town of Erie

Andrew J. Moore
Mayor

Date _____

Page 116 of 199



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-122

Subject:

A Resolution of the Town Council of the Town of Erie Approving an Intergovernmental Agreement with Weld County for the November 3, 2026, Coordinated Election

Department: Administrative Services,

Presenter(s): Debbie Stamp, Town Clerk

Time Estimate:

Fiscal Summary:

Cost as Recommended: \$40,000
Balance Available: \$40,000.00
Fund: General Fund
Line Item Number: 100-20-310-561020-000000
New Appropriation Required: No

Policy Issues:

The Council must approve all Intergovernmental Agreements.

Staff Recommendation:

Approve Resolution.

Summary/Key Points:

- Nov. 3 will be the 2026 Election Day.
- The Town will have three Town Council seats and ballot issues for this year's election.
- The Town coordinates with Boulder and Weld counties to run elections. Per state statute, the IGA needed for this election must be completed no later than Aug. 25.
- Per the Home Rule Charter, the Town Clerk is the Town's Designated Election

Official who will work with both counties to ensure a smooth election.

Background of Subject Matter:

Attachments:

1. Resolution 2026-155
2. 2026 Weld County IGA

**Town of Erie
Resolution No. 2026-155**

**A Resolution of the Town Council of the Town of Erie Approving an
Intergovernmental Agreement with Weld County for the
November 3, 2026, Coordinated Election**

Whereas, the Town is participating in the November 3, 2026, Coordinated Election with Weld County; and

Whereas, the Town wishes to enter into an Intergovernmental Agreement ("IGA") with Weld County for the November 3, 2026, Coordinated Election.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The IGA between the Town and Weld County for the coordination of the Town's November 3, 2026, Election is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the IGA on behalf of the Town.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

Town of Erie, hereinafter referred to as “Jurisdiction,” does hereby agree and contract with the Board of County Commissioners of the County of Weld, hereinafter referred to as “Commissioners,” and the Weld County Clerk and Recorder, hereinafter referred to as “County Clerk,” concerning the administration of the November 3, 2026, General Election conducted pursuant to the Uniform Election Code of 1992 as amended (hereinafter “Code”), and the rules and regulations promulgated thereunder, found at 8 C.C.R. 1505-1. This Agreement is not intended to address or modify statutory provisions regarding voter registration, nor to address or modify the County Clerk’s duties thereunder.

WHEREAS, the Jurisdiction desires to conduct an election pursuant to its statutory authority or to have certain items placed on the ballot at an election pursuant to its statutory authority, such election to occur via mail ballot on November 3, 2026; and

WHEREAS, the Jurisdiction agrees to conduct a Coordinated Election with the County Clerk acting as the Coordinated Election Official; and

WHEREAS, the County Clerk is the “Coordinated Election Official,” pursuant to C.R.S. §1-7-116, and is to perform certain election services in consideration of performances by the Jurisdiction of the obligations herein below set forth; and

WHEREAS, such agreements are authorized by statute at C.R.S. §§1-1-111(3), 1-7-116, and 29-1-203, et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Jurisdiction encompasses territory within Weld County and Boulder County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Weld County.
2. Term of Agreement: This Agreement is intended only to deal with the conduct of the November 3, 2026, General Election.
3. The Jurisdiction agrees to perform the following tasks and activities:
 - a. Conduct all procedures required of the clerk or designated election official for initiatives, referenda, and referred measures under the provisions of C.R.S. §§31-11-101 through 31-11-118.
 - b. To do all tasks required by law of designated election officials concerning nomination of candidates by petition, including, but not limited to: issue approval as to form, where appropriate, of nominating petition; determine candidate eligibility; receive candidate acceptance of nominations; accept notice of intent, petitions for nomination, and affidavits of circulators; verify signatures on nominating petitions; and hear any protests of the nominating petitions, as said tasks are set forth in any applicable provisions of Title 1, Article IV, Parts 8 and 9, and C.R.S. §1-4-501, C.R.S., and those portions of the Colorado Municipal Election Code of 1965, Article X of Title 31, as adopted by reference pursuant to C.R.S. §1-4-805.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- c. Establish order of names and questions for Jurisdiction's portion of the ballot and submit to the County Clerk in final form. The ballot content, including a list of candidates, ballot title, and text, must be certified to the County Clerk no later than 60 days before the election, pursuant to C.R.S. §1-5-203(3)(a). The Jurisdiction must provide a Spanish (US) translation of the ballot title and text for the County to provide a Spanish language sample ballot and a Spanish language in-person ballot pursuant to § 1-5-906 and 1-5-907, C.R.S. The translation services selected by the Jurisdiction must be screened and tested for proficiency in both written English and Spanish with affiliation or accreditation by a nationally recognized association of translators or have credentials or certifications that are comparable to or exceed the standards used by a nationally recognized association of translators, and must produce translations that are linguistically accurate, culturally appropriate, and technically consistent with the original documents. The County Clerk will require the certification of translation be turned in with the ballot content.
- d. Accept written comments for and against ballot issues pursuant to C.R.S. §§ 1-7-901 and Colorado Constitution Article 10, Section 20(3)(b)(v). Comments to be accepted must be filed by noon on the Friday before the 45th day before the election. Preparation of summaries of written comments shall be done by the Jurisdiction but only to the extent required pursuant to C.R.S. §1-7-903(3). The full text of any required ballot issue notices must be transmitted to and received by the County Clerk no later than 43 days prior to the election pursuant to C.R.S. §1-7-904. No portion of this Subsection 3(d) shall require the County Clerk to prepare summaries regarding the Jurisdiction's ballot issues.
- e. Collect, prepare, and submit all information required to give notice pursuant to Colorado Constitution Article 10, Section 20(3)(b), the Taxpayer's Bill of Rights. Such information must be received by the County Clerk no less than 43 days prior to the election to give the County Clerk sufficient time to circulate the information to voters.
- f. Accept affidavits of intent to accept write-in candidacy up until close of business on the 64th day before the election, provide a list of valid affidavits received and forward them to the County Clerk pursuant to C.R.S. §1-4-1102(2).
- g. Pay the sum of \$2.50 per registered elector eligible to vote in the Jurisdiction's election as of November 3, 2026, with a \$200 minimum, within 30 days of billing, regardless of whether or not the election is actually held. If the Jurisdiction cancels the election before its Section 20, Article X, the Taxpayer's Bill of Rights, notices are due to the County, and prior to the County Clerk incurring any expenses for the printing of the ballots, the Jurisdiction shall not be obligated for any expenses under this Subsection 3(g). The Jurisdiction shall also be responsible for costs of recounts pursuant to C.R.S. §§1-10.5-107 or 1-11-215, except for costs collected from an "interested party"

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

pursuant to C.R.S. §1-10.5-106 which shall be collected by the entity conducting the recount.

- h. Designate an “election official” who shall act as the primary liaison between the Jurisdiction and the County Clerk and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder.
- i. By approval of this Agreement, any municipality thereby resolves to not use the provisions of the Colorado Municipal Election Code, except as otherwise set forth herein or as its use is specifically authorized by the Code.
- j. Mail ballot issue notices pursuant to C.R.S. §1-7-906(2) for active registered electors who do not reside within the county or counties where the political subdivision is located.
- k. Carry out all action necessary for cancellation of an election including notice pursuant to C.R.S. §1-5-208, and pay any costs incurred by the County Clerk within 30 days of receipt of an invoice setting forth the costs of the canceled election pursuant to C.R.S. §1-5-208(5).
- l. Jurisdiction shall verify as being accurate the list of registered elector’s names and addresses previously forwarded to the Jurisdiction by the Weld County Clerk and Recorder’s Office. By signing this Agreement, Jurisdiction represents that the list of registered elector’s names and addresses has been reviewed by the Jurisdiction and is accurate. The Jurisdiction will promptly notify the contact listed in section 5(f) of any changes to the information contained in said list.
- m. By September **4th**, Jurisdiction shall notify all candidates to call the Election Office at 970-400-3109, to leave a voice mail on how to pronounce the candidate’s name and the office the candidate is seeking.

4. The County Clerk Agrees to perform the following tasks and activities:

- a. Except as otherwise expressly provided for in this Agreement, to act as the Coordinated Election Official for the conduct of the election for the Jurisdiction for all matters in the Code which require action by the Coordinated Election Official.
- b. Circulate the Taxpayer’s Bill of Rights notice pursuant to Colorado Constitution Article X, Section 20.
- c. Circulate general Ballot Issues notices pursuant to C.R.S. §§ 1-7-905 and 1-7-906(1), and publish and post notice, as directed in C.R.S. §1-5-205.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

- d. Designate the statutory required number of drop boxes during the election cycle. Designate not less than the statutory requirement of voter service and polling centers for early voting and election day.
- e. After Election Day, bill Jurisdiction for number of registered electors within the Jurisdiction as of Election Day; identify the members of the Board of Canvassers eligible for receiving a fee; and bill the Jurisdiction for the fees.
- f. Designate an employee of the Weld County Clerk and Recorder's Office, Election Division to act as a primary liaison or contact between the County Clerk and the Jurisdiction (see contact information in 5(f)).
- g. The County Clerk shall appoint and train election judges and this power shall be delegated by the Jurisdiction to the County Clerk, to the extent required or allowed by law.
- h. Select and appoint a Board of Canvassers to canvass the votes, provided that the Jurisdiction, at its option, may designate one of its members and one eligible elector from the jurisdiction to assist the County Clerk in the survey of the returns for that Jurisdiction. If the Jurisdiction desires to appoint one of its members and an eligible elector to assist, it shall make such appointments, and shall notify the County Clerk in writing of such appointments not later than 15 days prior to the election. The County Clerk shall receive and canvass all votes, and shall certify the results in the time and manner provided and required by the Code. The County Clerk shall perform all recounts required by the Code.

5. Additional Provisions

a. Time of the Essence.

Time is of the essence in this Agreement. The statutory time frames of the Code shall apply to the completion of the tasks required by this Agreement.

b. Right of Termination.

If Jurisdiction fails to accomplish its obligations, County is relieved of any further obligation under this agreement. Jurisdiction is fully responsible for any actions that result from its failure to meet its obligations.

c. No Waiver of Privileges or Immunities.

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§ 24-10-101 et seq., as applicable now or hereafter amended, or any other applicable privileges or immunities held by the parties to this Agreement.

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

d. No Third Party Beneficiary Enforcement.

It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

e. Entire Agreement, Modification, Waiver of Breach.

This Agreement contains the entire Agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement and any attached exhibits shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other, or subsequent, breach.

f. Notice provided for in this Agreement shall be given by the Jurisdiction to the primary liaison designated according to section 4.f. above:

Adam Gonzales
Phone: (970) 400-3178
Fax: (970) 304-6566
Email: agonzales@weld.gov
Address: PO Box 459, Greeley, CO 80632

Notice provided for in this Agreement shall be given to the Jurisdiction election official referred to in Subsection 3(h) of this Agreement by phone:

Designated Election Official for Jurisdiction: Debbie Stamp
Phone: 303-926-2731
After hour phone number: 303-435-8591
Additional Contact Information:
Fax: NA
E-mail: dstamp@erieco.gov
Address: 645 Holbrook St.,
Erie, CO 80516

Memorandum of Intergovernmental Agreement
For Conduct of Coordinated Elections

DATED this 11th day of August, 2026.

WELD COUNTY CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF WELD COUNTY

Carly Koppes, Clerk and Recorder

Scott James, Chair

APPROVED AS TO FORM:

ATTEST: _____
Clerk to the Board of County Commissioners

County Attorney

Deputy Clerk to the Board

Town of Erie
APPROVED AS TO FORM:

ATTEST:

Breena Meng
Attorney, Town of Erie

Debbie Stamp, Town Clerk
DEO of Town of Erie



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-123

Subject:

A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to Construction Contract with RCD Construction, Inc. for the Vista Ridge Ponds A19 and A20

Department: Public Works,

Presenter(s): David Pasic, Public Works Director
Wendi Palmer, Civil Engineer III

Time Estimate:

Fiscal Summary:

Cost as Recommended: \$116,891.09
Balance Available: \$499,325.24
Fund: Storm Drainage Operating Fund
Line Item Number: 520-75-110-605000-100149
New Appropriation Required: No

Policy Issues:

The Town Council must approve purchases of this amount per the Town Charter and Purchasing Policy.

Staff Recommendation:

Approve the Resolution.

Summary/Key Points:

Pond A19 has Redwing Blackbirds nesting in the cattails in the pond. To be compliant with the Migratory Bird Treaty Act, Town staff directed the contractor to demobilize and remobilize to complete the construction once the nesting season is over. The Second Amendment adds funds to the contract to cover the cost for demobilization and

remobilization.

Background of Subject Matter:

On Oct. 26, 2021, the Board of Trustees approved Resolution 21-150 regarding an agreement with Vista Ridge Metropolitan District for the Maintenance of Ponds and Sidewalks. In this agreement the Town of Erie agreed to be responsible for maintaining ponds.

On Aug. 15, 2022 the Town entered into a Professional Services Agreement with RESPEC Company LLC, to design Ponds A20 and A19.

On Jan. 13, 2026, the Town and RCD Construction, Inc. entered into a Construction Contract for the Vista Ridge Ponds A19 & A20.

On March 24, 2026, the Town approved the first amendment to Construction Contract for the Vista Ridge Ponds A19 & A20.

This project will improve the detention pond outlet structures, add trickle channels, forebays and maintenance access paths. These improvements will enhance the appearance of the ponds and make the ponds easier to access for maintenance.

Attachments:

1. Resolution 2026-161
2. Second Amendment

**Town of Erie
Resolution No. 2026-161**

**A Resolution of the Town Council of the Town of Erie Approving a
Second Amendment to Construction Contract with RCD
Construction, Inc. for the Vista Ridge Ponds A19 and A20**

Whereas, on January 13, 2026, the Town and RCD Construction, Inc. entered into a Construction Contract for the Vista Ridge Ponds A19 & A20; and

Whereas, the Town wishes to amend the Construction Contract to increase the Contract Price by \$116,891.09 to a total not to exceed \$2,126,561.35.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The Second Amendment to the Construction Contract with RCD Construction, Inc. 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 Second Amendment on behalf of the Town.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Second Amendment to Construction Contract
(Vista Ridge Ponds A19 & A20 (P22-640))

This Second Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), RCD Construction, a Colorado corporation with a principal place of business at 1830 1st Avenue, Greeley, CO 80631 ("Contractor"), each a "Party" and collectively the "Parties."

Whereas, on January 13, 2026 the Parties entered into a Construction Contract for a construction project related to the Vista Ridge Ponds A19 & A20, as amended by a First Amendment to Constructin Contract (collectively, the "Contract"); and

Whereas, the Parties wish to amend the Contract again as set forth herein.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Paragraph 5, titled "**Contract Price**," is hereby deleted in its entirety and replaced with:

"5. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, at the unit Bid prices show in the Bid Schedule and the Unit-Price Bid Form for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed \$2,126,561.35. The Town shall be entitled to keep all savings resulting form a difference in total sums finally paid to Contractor and the Contract Price."

2. Except as expressly modified herein, the Agreement shall remain in full force and effect.

[signature page to follow]

In Witness Whereof, the Parties have executed this Amendment as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

RCD Construction, Inc.
a Colorado corporation

Ryan Domson

Digitally signed by Ryan Domson
DN: C=US, E=ryan@rcdconstructionco.com,
O="RCD Construction Inc. ", OU="RCD
Construction Inc. ", CN=Ryan Domson
Date: 2026.07.21 11:49:29-06'00'

Name: Ryan Domson
Title: President



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-142

Subject:

An Ordinance of the Town Council of the Town of Erie Granting an Easement to United Power, Inc. and Approving the Associated Easement Agreement

Department: Parks & Recreation,

Presenter(s): Luke Bolinger, Director of Parks & Recreation
Kathy Kron, Development & Neighborhood Services Division
Manager

Time Estimate: 0

Fiscal Summary:

Cost as Recommended: \$0.00

Balance Available: \$0.00

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Town Council approval is required for land transactions on Town-owned properties.

Staff Recommendation:

Approve the Ordinance.

Summary/Key Points:

- Granting this easement allows United Power to install and maintain an electrical transformer to serve maintenance facilities at Erie Community Park.
- The existing electrical service at Erie Community Park does not have enough capacity to serve the Erie Community Park Ballfield Maintenance Facility Expansion project.

Background of Subject Matter:

The first phase of expansion of the Erie Community Park ballfields maintenance building is underway, which involves expansion of the existing storage facility. Phase 2 of the project includes an additional structure to house recreation equipment used at the park. Expansion of the existing building, and construction of an additional building, involves additional lighting, heating, and electrical capacity to serve the structures. The additional capacity triggered the need for an additional transformer from United Power. Due to the location of the transformer within the park, United Power requires an easement for the transformer location and service line.

Attachments:

1. Ordinance 029-2026
2. Easement

**Town of Erie
Ordinance No. 029-2026**

**An Ordinance of the Town Council of the Town of Erie Granting an
Easement to United Power, Inc. and Approving the Associated
Easement Agreement**

Whereas, the Town owns real property generally known as Lot 1A-1, recorded at Reception No. 3662296, in the NW 1/4 of Section 19, Township 1 North, Ranch 68 West of the Sixth Principal Meridian in Weld County, Colorado

Whereas, United Power, Inc. requested a perpetual non-exclusive easement over a portion of said property to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair, and remove utility, electrical and communications facilities; and

Whereas, Section 15.01 of the Erie Home Rule Charter requires that the transfer of any interest in real property be approved by ordinance.

Now Therefore be it Ordained by the Town Council of the Town of Erie, Colorado that:

Section 1. The Town Council hereby grants an easement to United Power, Inc. as more particularly described in the attached Easement Agreement, and the Town Council hereby approves such Easement Agreement in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Easement Agreement on behalf of the Town.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

Section 4. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Easement Agreement

This Easement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between and the Town of Erie, a Colorado Home Rule Municipality, with an address of P.O. Box 750, 645 Holbrook Street, Erie, CO 80516 (the "Grantor" or "Town"), and United Power, Inc., whose address is 500 Cooperative Way, Brighton, Colorado 80603 ("Grantee") (each a "Party" and collectively the "Parties").

Whereas, Grantee wishes to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto (collectively the "Facilities"), as may from time to time be useful to, or required by Grantee, on, over, under, and across on the property described in **Exhibit A** (the "Property"), attached hereto and incorporated herein by this reference; and

Whereas, for this purpose, the Town is willing to convey an easement to Grantee under the terms and conditions of this Agreement.

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the Town and Grantee mutually agree as follows:

1. **Grant of Easement.** The Town hereby grants to Grantee, its successors and assigns, lessees, licensees and agents, a perpetual, non-exclusive easement (the "Easement") to enter, re-enter, occupy and use the Property to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove the Facilities in, through, across, and under the Property, subject to the terms of this Agreement. The Facilities may be overhead, underground and/or at grade and may include, but shall not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith

2. **Grantee's Obligations.**

a. Upon completion of construction, Grantee shall restore the surface of Grantor's property to substantially the same level and condition as existed prior to construction.

b. Grantee shall obtain all required permits prior to any construction on the Property, and shall comply with all applicable Town, state and federal laws, regulations, and standards and specifications concerning any work performed on the Property.

c. Grantee shall be solely responsible for maintaining the Facilities, and the Facilities shall remain Grantee's property.

3. Grantee's Rights. Grantee and its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Property for access to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, monitoring, and removal of the Facilities.

4. Retained Rights. Grantor reserves the right to occupy, use, and landscape said easement and the Property for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee's facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet without the prior written approval of Grantee. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

5. Warranty. The Town warrants that it has the full right and legal authority to make the grant of Easement contained in this Agreement.

6. Recordation. All provisions of this Agreement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. Grantee shall record this Agreement in a timely fashion in the official records of Boulder County and may re-record it at any time as may be required to preserve its rights in this Agreement.

7. Indemnification. Grantee agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss or damage is caused in whole or in part by the act, omission, error, professional error, mistake, negligence or other fault of Grantee, any subcontractor of Grantee, or any officer, employee, representative or agent of Grantee, or which arise out of a workers' compensation claim of any employee of Grantee or of any employee of any subcontractor of Grantee.

8. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

b. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

c. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

f. *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.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town, its officers, attorneys or employees.

i. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

j. *No Merger.* It is the express intent of the Parties that the doctrine of merger shall not apply to this Agreement and there will be no merger of estate between the easement and the Property.

k. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

**Town of Erie, A COLORADO HOME
RULE MUNICIPALITY**

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

STATE OF _____)

) **ACKNOWLEDGMENT**

COUNTY OF _____)

This record was acknowledged before me on _____, 2026 by Andrew J. Moore as the Mayor of THE TOWN OF ERIE, A COLORADO HOME RULE MUNICIPALITY.

(Notary's official signature)

(Commission Expiration)

GRANTEE:
United Power, Inc.

By: Jan Kulmann

ITS: SVPECOO

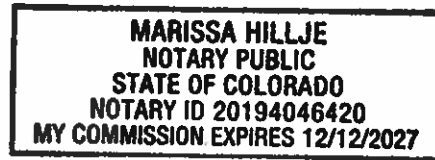
STATE OF CO)

) **ACKNOWLEDGMENT**

COUNTY OF Adams)

This record was acknowledged before me on June 8, 2026 by
Jan Kulmann as senior VP & COO of United Power,
Inc.

M. Hillje
(Notary's official signature)



12/12/2027
(Commission Expiration)

EXHIBIT "A"

DESCRIPTION

A PORTION OF LOT 1A-1 AS SHOWN ON THE ERIE COMMONS FILING NO. 1 MINOR SUBDIVISION 3RD AMENDMENT, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3662296. SAID LOT 1A-1 IS LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT

A TEN (10) FOOT WIDE STRIP, BEING FIVE (5) FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 2, ERIE COMMONS FILING NO. 5 2ND AMENDMENT, FILED FOR RECORD IN THE OFFICE OF THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NO. 3722550, AS WITNESSED BY A FOUND PK NAIL WITH 1-INCH BRASS DISK MARKED "PLS 36567"; THENCE SOUTH 22°00'43" EAST, A DISTANCE OF 43.99 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF MAXWELL AVENUE, BEING COINCIDENT WITH THE NORTHERN LINE OF SAID LOT 1A-1 AND TO THE **POINT OF BEGINNING**;

THENCE, DEPARTING SAID NORTHERN LINE, WHENCE THE NORTHWEST END OF THAT PARTICULAR SOUTH 68°55'01" EAST 1129.50 FOOT-LINE OF SAID LOT 1A-1 BEARS NORTH 68°54'21" WEST, A DISTANCE OF 127.08 FEET, THENCE SOUTH 21°05'39" WEST, A DISTANCE OF 24.54 FEET;

THENCE, SOUTH 14°39'44" WEST, A DISTANCE 281.85 FEET TO THE **POINT OF TERMINUS**, FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 9, AS WITNESSED BY A FOUND PK NAIL WITH 1-INCH BRASS DISK MARKED "PLS 36567", BEARS NORTH 27°59'38" EAST, A DISTANCE OF 351.08 FEET, MORE OR LESS.

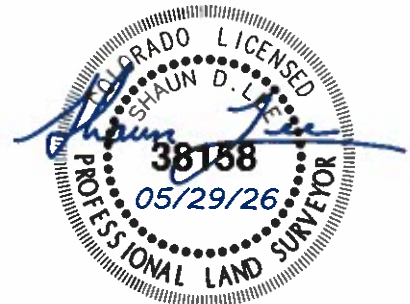
THE TOTAL LENGTH OF THE ABOVE-DESCRIBED EASEMENT CENTERLINE IS 306.39 FEET, CONTAINING 0.070 ACRES (3,063.91 SQUARE FEET) OF LAND, MORE OR LESS.

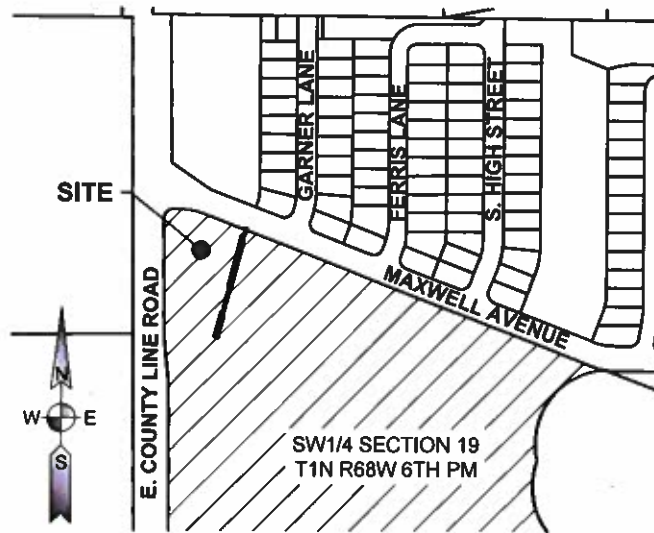
THE SIDELINES OF THE PERMANENT EASEMENT ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON THE NORTHERN LINE OF SAID LOT 1A-1 AND A LINE PERPENDICULAR TO THE ABOVE-DESCRIBED CENTERLINE AT THE POINT OF TERMINUS. SAID STRIP BEING BOUND WITHIN THE LANDS OWNED BY THE PARTIES NAMED HEREON OR THEIR SUCCESSORS AND ASSIGNS.

NOTES:

1. SEE THE ATTACHED EXHIBIT "A" ILLUSTRATION BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ULTEIG ENGINEERS, INC. (ULTEIG) HAS NOT RESEARCHED OR DEPICTED ANY OTHER EASEMENTS, RIGHT-OF-WAYS, VARIANCES, AND/OR AGREEMENTS OF RECORD EXCEPT AS DEPICTED ON THE ATTACHED EXHIBIT "A" ILLUSTRATION.
3. BEARINGS DEPICTED HEREIN ARE BASED ON GPS OBSERVATIONS VIA THE N.G.S. ONLINE POSITIONING USER SERVICE (OPUS), OR THE TRIMBLE CENTERPOINT RTX POST-PROCESSING SERVICE, AND PROJECTED TO THE "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
4. DISTANCES DEPICTED HEREIN ARE IN US SURVEY FEET GROUND.
5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF LOT 9, BLOCK 2 OF ERIE COMMONS FILING NO. 5 2ND AMENDMENT, RECORDED AT RECEPTION NO. 3722550 IN SAID RECORDS. SAID LINE BEING WITNESSED ON THE WEST BY A FOUND PK NAIL WITH A 1-INCH BRASS DISK MARKED "PLS 36567" AND ON THE EAST BEING WITNESSED BY A FOUND PK NAIL WITH A 1-INCH BRASS DISK MARKED "PLS 36567" AND BEARS SOUTH 68°51'22" EAST.

PROJ. NO. 26.00842
PREPARED BY: SHAUN D. LEE
DATE PREPARED: 5/29/2026
FOR AND ON BEHALF OF ULTEIG ENGINEERS, INC.
5575 DTC PARKWAY, GREENWOOD VILLAGE, CO 80111
26.00842_202511015_Town of Erie_Legal Description.docx



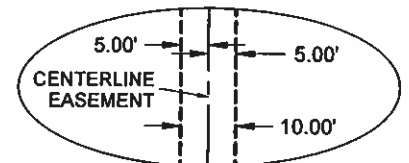


VICINITY MAP

(1" = 500')

LEGEND

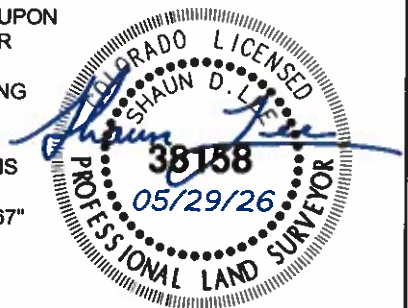
- | | |
|--|------------------------------|
| ● FOUND 1.25" YELLOW PLASTIC CAP
"PLS 36567" 0.2' ABOVE GRADE | — PROPERTY LINE |
| ✕ FOUND PK NAIL W/1" BRASS DISK
"PLS 36567" IN CONCRETE PAN | - - - EXISTING EASEMENT |
| ⊗ POWER POLE | — / — / — PERMANENT EASEMENT |
| ⊙ LIGHT POLE | — OE — OVERHEAD ELECTRIC |
| (R) RECORD DISTANCE | — UE — UNDERGROUND ELECTRIC |
| P.O.C. POINT OF COMMENCEMENT | |
| P.O.B. POINT OF BEGINNING | |
| P.O.T. POINT OF TERMINUS | |



**TYPICAL
EASEMENT DETAIL
N.T.S.**

SURVEY NOTES:

- SEE THE ATTACHED EXHIBIT "A" BY WHICH THIS REFERENCE IS MADE PART HEREOF.
- THIS EXHIBIT WAS PREPARED BY SHAUN D. LEE, PLS 38158, FOR AND ON BEHALF OF ULTEIG ENGINEERS, INC. (ULTEIG), WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ULTEIG HAS NOT RESEARCHED OR DEPICTED ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES, AND/OR AGREEMENTS OF RECORD EXCEPT, AS DEPICTED HEREIN.
- THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. EXCEPT FOR THE EASEMENT/RIGHT-OF-WAY DEPICTED HEREIN, IT IS NOT A MONUMENTED SURVEY OR TO BE RELIED UPON FOR THE DIVISION OF LAND, ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- BEARINGS DEPICTED HEREIN ARE BASED ON GPS OBSERVATIONS VIA THE N.G.S. ONLINE POSITIONING USER SERVICE (OPUS) AND PROJECTED TO THE "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF LOT 9, BLOCK 2 OF ERIE COMMONS FILING NO. 5 2ND/ AMENDMENT, RECORDED AT RECEPTION NO. 3722550 IN SAID RECORDS. SAID LINE BEING WITNESSED ON THE WEST BY A FOUND PK NAIL WITH A 1-INCH BRASS DISK MARKED "PLS 36567" AND ON THE EAST BEING WITNESSED BY A FOUND PK NAIL WITH A 1-INCH BRASS DISK MARKED "PLS 36567" AND BEARS SOUTH 68°51'22" EAST.
- DISTANCES DEPICTED HEREIN ARE IN US SURVEY FEET GROUND.
- LOCATIONS OF UNDERGROUND UTILITIES DEPICTED HEREIN WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE INCLUDING PAINT MARKINGS AND FLAGS PLACED BY OTHERS. THESE LOCATIONS, IF DEPICTED, MAY NOT BE ACCURATE OR COMPLETE. OTHER UNDERGROUND UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO CONSTRUCTION.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION DEPICTED HEREIN.



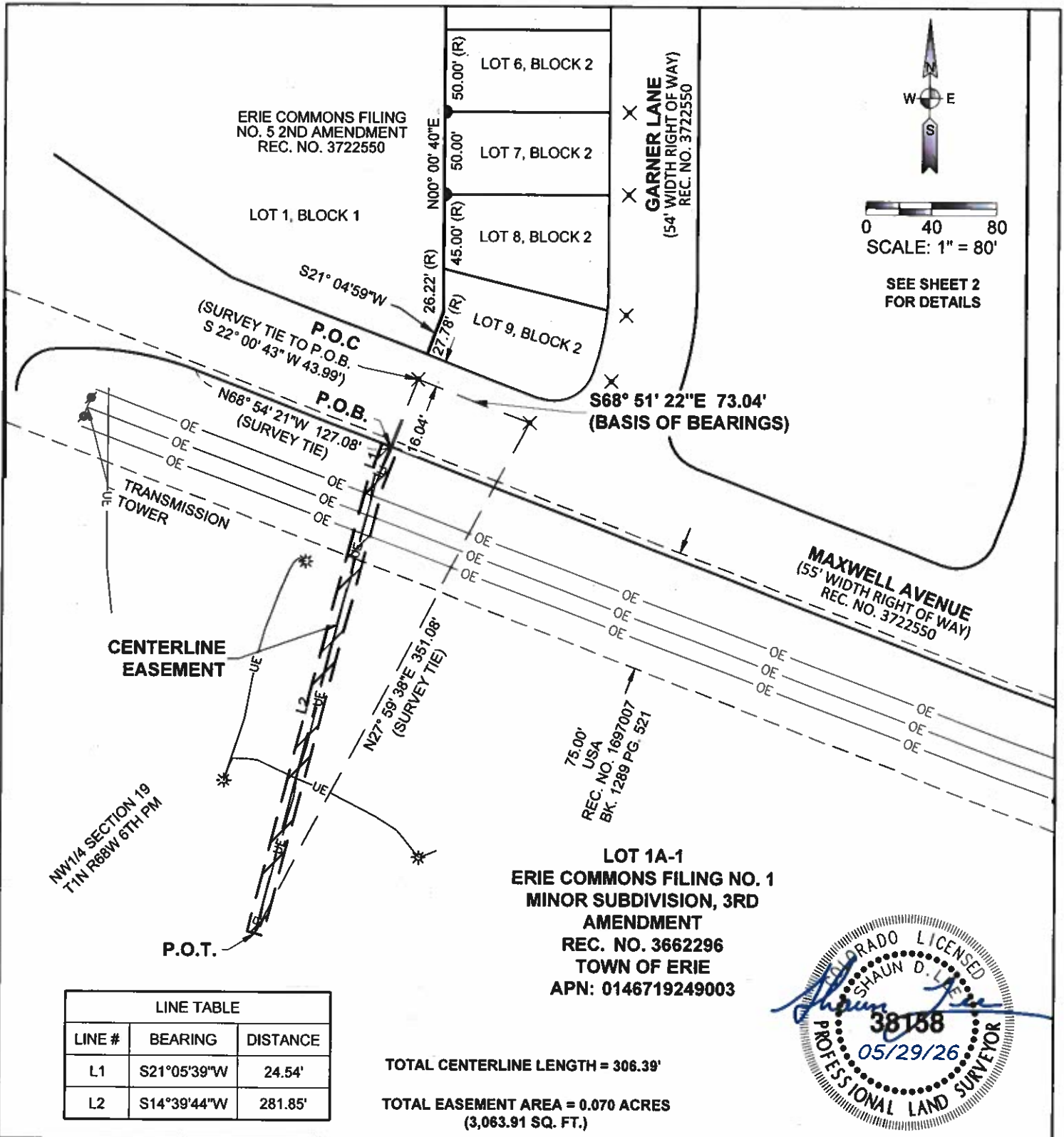
Ulteig

Austin - Billings - Bismarck - Boise - Cedar Rapids - Denver
Detroit Lakes - Fargo - Sacramento - Sioux Falls - St. Paul - Williston
5575 DTC Pkwy, Ste 200, Greenwood Village, CO
80111 Phone: 720.873.5700 Fax: 888.858.3440
Web: www.ulteig.com



UNITED POWER, INC.
EXHIBIT "A" ILLUSTRATION
SECTION 19
T1N, R68W, 6TH P.M.
WELD COUNTY, CO

Project Number: 26.00842
Date: 5/28/2026
Drawn By: NRB
Reviewed By: HLS
Approved By: SDL
Work Order: WO202511015
Revision: -
Sheet: 2 OF 3



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S21°05'39"W	24.54'
L2	S14°39'44"W	281.85'

TOTAL CENTERLINE LENGTH = 306.39'

TOTAL EASEMENT AREA = 0.070 ACRES
(3,063.91 SQ. FT.)

LOT 1A-1
ERIE COMMONS FILING NO. 1
MINOR SUBDIVISION, 3RD
AMENDMENT
REC. NO. 3662296
TOWN OF ERIE
APN: 0146719249003



Austin - Billings - Bismarck - Boise - Cedar Rapids - Denver
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Revision: -
Sheet: 3 OF 3



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-157

Subject:

An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Title 2, Chapter 2 of the Erie Municipal Code Regulating Business Licenses

Department: Economic Development,

Presenter(s): Stephanie Pitts-Nagus, Economic Development Manager

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Only the Town Council may update or change the Municipal Code.

Staff Recommendation:

Approve the Ordinance as written and adopt the updates to the Business License section of the Erie Municipal Code.

Summary/Key Points:

- The proposed Ordinance updates and reorganizes the Town's Business License Code to improve clarity, consistency, and ease of administration.
- The ordinance clarifies licensing requirements and exemptions, establishes a standardized annual renewal process, and formalizes procedures for license revocation and enforcement.
- The updates improve transparency for businesses while ensuring the Municipal

Code reflects the Town's current business licensing practices.

Background of Subject Matter:

Since 2022, all Erie businesses with a physical presence in the Town (brick-and-mortar and home occupation) have been required to obtain a business license and renew it annually. The business licensing program enables the Town to maintain current contact information for business owners and managers, providing a reliable means of communication regarding regulatory requirements, permitting, public safety notifications, and other important Town initiatives. It also establishes an ongoing relationship between businesses and the Town, ensuring businesses have a direct point of contact when they need assistance navigating development, permitting, or other municipal processes. Additionally, current business information allows the Economic Development Department to provide business retention services, share grant and incentive opportunities, communicate educational resources, and support the long-term success of Erie businesses.

The proposed Ordinance updates the Town's Business License Code to reflect the evolution of the business licensing program and current administrative practices. Since the program was established, the Town has implemented CentralSquare as its business licensing platform, coordinated business licensing with the new Code Inspectors, and incorporated changes required by state law for certain business types. The amendments improve the organization and clarity of the Municipal Code while codifying current business licensing practices and establishing a more consistent framework for businesses and Town staff.

Attachments:

1. Ordinance 030-2026
2. Business License Code Redline

**Town of Erie
Ordinance No. 030-2026**

**An Ordinance of the Town Council of the Town of Erie Repealing
and Reenacting Title 2, Chapter 2 of the Erie Municipal Code
Regulating Business Licenses**

Whereas, the Town Council wishes to revise the Town's business license regulations to streamline processes, increase clarity, and ensure compliance with state law.

Now Therefore be it Ordained by the Town Council of the Town of Erie, Colorado, as follows:

Section 1. Title 2, Chapter 2 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

Chapter 2. – Business Licenses

2-2-1 – Purpose.

The purpose of this Chapter is to regulate businesses with a physical presence in the Town.

2-2-2 – Definitions.

For purposes of this Chapter, the following terms shall have the following meanings:

Business: A profession, occupation, or activity engaged in for profit, gain, benefit, or advantage.

Business license: A license issued by the Town to operate a business with a physical presence in the Town.

Family child care home: A facility for child care in a place of residence of a family or person for the purpose of providing family care and training for a child under the age of sixteen (16) years who is not related to the head of such home. The term includes any family foster home receiving a child for regular twenty-four (24) hour care and any home receiving a child from any state-operated institution for child care or from any child placement agency, or any family child care home receiving a child for less than twenty-four (24) hour care.

General business license: A business license issued by the Town for a wholesale, retail, service, manufacturing, contracting, or other business that is not a home occupation.

Home occupation license: A business license issued by the Town for an occupation or activity which is clearly incidental and secondary to use of the

premises as a dwelling unit and which does not alter the exterior of the property or affect the residential character of the neighborhood.

Incidental physical presence: A physical presence that occurs infrequently and is not regularly scheduled within the ordinary course of an individual or entity's business activities.

Mobile vendor: A person who must obtain a permit pursuant to Title 4, Chapter 15 of this Code.

Physical presence: Any of the following activities:

1. Directly or indirectly by a subsidiary, maintaining a building, store, office, salesroom, warehouse, or other place of business in the Town;
2. Maintaining employees, agents, or commissioned salespersons on duty at a location in the Town; and
3. Regularly operating a business or providing a service within the Town on more than a temporary or incidental basis.

Special event: An event, race, festival, or similar exhibition, parade, procession, or open air meeting for which a permit is required pursuant to Title 4, Chapter 2 of this Code.

2-2-3 – License required.

It is unlawful to operate any business with a physical presence in the Town without having a valid and current business license from the Town, except for the following:

1. A family child care home;
2. A mobile vendor;
3. A vendor participating in a special event;
4. A business with only an incidental physical presence in the Town; and
5. A business exempt from local business license requirements under federal or Colorado law.

2-2-4 – Application and fees.

A. An application for a business license shall be submitted to the Town, accompanied by the fee established by resolution of the Town Council. The Town shall waive the application fee for any business certified through the Erie Green Business Program, for the term of the business's participation in the program.

B. A separate application is required for each business location, unless the places of business are contiguous to each other, communicate directly and openly with each other, and are operated as one business.

C. Each application shall be accompanied by evidence that the business will operate in compliance with applicable law, including submission of any required approval, license, license number, or permit.

2-2-5 – Expiration and renewal.

A. Each business license shall expire on December 31st of the year in which it was issued.

B. No later than December 1st of each year, each licensee shall submit a renewal application, together with the renewal fee established by resolution of the Town Council.

C. If any licensee fails to submit the required renewal application by December 1st as required by this Section, such licensee may file a late renewal application, on or before March 1st of the following year. The late renewal application shall be accompanied by the late renewal fee established by resolution of the Town Council. If the Town does not receive the late renewal application and applicable fee by March 1st, the license shall expire and the licensee shall cease operating within the Town.

2-2-6 – Updates.

Within thirty (30) days of any change in the location, nature, name, ownership structure, or tax identification number of the business, the licensee shall provide written notification to the Town.

2-2-7 – Revocation.

A. The Town may revoke a business license if:

1. The business license was obtained by fraud, misrepresentation, or false statements; or
2. The business violates any provision of this Code.

B. At least five (5) days prior to revoking a business license, the Town shall provide written notice to the licensee stating the basis for the revocation, and the licensee shall have the opportunity to respond to the allegations in writing.

C. The revocation of any business license shall not release or discharge anyone from paying any tax, penalty, or interest owed to the Town.

2-2-8 – Carrying or posting license.

The license for a particular business location shall be posted at all times in a conspicuous place at that location. If the business is not operated at a fixed location, then the licensee shall carry the license upon their person when operating the business.

2-2-9 – License nontransferable.

A business license shall not be transferable from person to person or place to place.

2-2-10 – Violation and penalty.

A. It is unlawful to violate any provision of this Chapter. A violation of this Chapter shall be punished as provided in Title 1, Chapter 4 of this Code. Each day of violation shall constitute a separate offense.

B. In addition to any other available penalty, the Town may issue a cease-and-desist order to any business with a physical presence in the Town operating without a valid business license. The cease-and-desist order shall give the business five (5) days to file all required documents and pay all amounts due to the Town. During such period, the business shall not operate.

Section 2. Severability. If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

Section 4. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Original: Chapter 2, Business and Occupation Licenses (Ord. 28-2018)

Proposed: Business License Code Update, effective upon adoption

Additions shown: underlined blue text

Deletions shown: ~~strikethrough red text~~

Chapter 2. ~~Business and Occupation Licenses~~ Business Licenses

Section 2-2-1 – Purpose.

~~The purpose of this chapter is to provide for the regulation and licensing of all businesses operating in the town.~~ The purpose of this Chapter is to regulate businesses with a physical presence in the Town.

Section 2-2-2 – Definitions.

~~As used in this chapter,~~ For purposes of this Chapter, the following terms shall have the following meanings:

~~**Engage or engaging in business:** To perform services or to sell, lease, rent, deliver or install tangible personal property for storage, use or consumption in the town, including without limitation:~~

- ~~1. Directly, indirectly, or by a subsidiary, maintaining a building, store, office, salesroom, warehouse, or other place of business in the town;~~
- ~~2. Sending any employees, agents, or salespersons into the town to solicit business or to install, repair, service, or assist in the use of products, or for demonstration or other purposes;~~
- ~~3. Maintaining any employees, agents, or commissioned salespersons on duty at a location in the town;~~
- ~~4. Owning, leasing, renting, or otherwise exercising control over real property in the town; or~~
- ~~5. Making more than one delivery into the town within one year.~~

Business: A profession, occupation, or activity engaged in for profit, gain, benefit, or advantage.

Business license: A license issued by the Town to operate a business with a physical presence in the Town.

Family child care home: A facility for child care in a place of residence of a family or person for the purpose of providing family care and training for a child under the age of sixteen (16) years who is not related to the head of such home. The term includes any family foster home receiving a child for regular twenty-four (24) hour care and any home receiving a child from any state-operated institution for child care or from any child placement agency, or any family child care home receiving a child for less than twenty-four (24) hour care.

General business license: A ~~license for a wholesale, retail, service, trade, manufacturing~~ business license issued by the Town for a wholesale, retail, service, manufacturing, contracting, or other business that is not a home occupation.

Home occupation license: A ~~license for a home occupation~~ business license issued by the Town for an occupation or activity which is clearly incidental and secondary to use of the premises as a dwelling unit and which does not alter the exterior of the property or affect the residential character of the neighborhood.

Incidental physical presence: A physical presence that occurs infrequently and is not regularly scheduled within the ordinary course of an individual or entity's business activities.

~~**Mobile vending:** Selling or attempting to sell any services, goods, wares or merchandise, including without limitation food or beverage, from a mobile truck, mobile trailer or mobile cart at any location in the town.~~

Mobile vendor: A person who must obtain a permit pursuant to Title 4, Chapter 15 of this Code.

Physical presence: Any of the following activities:

1. Directly or indirectly by a subsidiary, maintaining a building, store, office, salesroom, warehouse, or other place of business in the Town;
2. Maintaining employees, agents, or commissioned salespersons on duty at a location in the Town; and
3. Regularly operating a business or providing a service within the Town on more than a temporary or incidental basis.

Special event: An event, race, festival, or similar exhibition, parade, procession, or open air meeting for which a permit is required pursuant to Title 4, Chapter 2 of this Code.

Section 2-2-3 – License Required.

~~It is unlawful for any person to engage in business in the town without first having received a general business license or home occupation license from the town.~~

It is unlawful to operate any business with a physical presence in the Town without having a valid and current business license from the Town, except for the following:

1. A family child care home;
2. A mobile vendor;
3. A vendor participating in a special event;
4. A business with only an incidental physical presence in the Town; and
5. A business exempt from local business license requirements under federal or Colorado law.

[Exemptions formerly in § 2-2-7(A) consolidated here]

Section 2-2-4 – Application~~;~~ term~~;~~ renewal and fees.

A. An application for a ~~general business license or home occupation license~~ business license shall be submitted to the ~~town on forms provided by the town,~~ Town, accompanied by the fee established by resolution of the ~~town council.~~ Town Council. The Town shall waive the application fee for any business certified through the Erie Green Business Program, for the term of the business's participation in the program.

B. A separate application ~~shall be required~~ is required for each ~~separate~~ business location, unless the places of business are contiguous to each other, communicate directly and openly with each other, and are operated as one ~~unit.~~ business.

C. Each application shall be accompanied by evidence that the business will ~~be operated in full compliance with all applicable law, including without limitation zoning. No license shall be granted to any business not in compliance with applicable law. Following a determination that the application is complete and the business complies with applicable law, the town shall issue the business license.~~ operate in compliance with applicable law, including submission of any required approval, license, license number, or permit.

~~D. Each business license shall expire on December 31 of the year in which it is issued. Any renewal application shall be filed prior to December 1 to ensure that the renewal is processed prior to expiration of the current business license.~~

[Former subsection D moved to new § 2-2-5 – Expiration and renewal]

Section 2-2-5 – Expiration and Renewal. *[New Section]*

A. Each business license shall expire on December 31st of the year in which it was issued.

B. No later than December 1st of each year, each licensee shall submit a renewal application, together with the renewal fee established by resolution of the Town Council.

C. If any licensee fails to submit the required renewal application by December 1st as required by this Section, such licensee may file a late renewal application, on or before March 1st of the following year. The late renewal application shall be accompanied by the late renewal fee established by resolution of the Town Council. If the Town does not

receive the late renewal application and applicable fee by March 1st, the license shall expire and the licensee shall cease operating within the Town.

Section 2-2-~~56~~ – Updates.

~~Every licensed business shall provide written notification to the town of any changes to the following: business name, ownership structure, location, tax identification number, or nature of the business. Notification shall occur within 30 days of any such change.~~

Within thirty (30) days of any change in the location, nature, name, ownership structure, or tax identification number of the business, the licensee shall provide written notification to the Town.

Section 2-2-7 – Revocation. *[New Section]*

A. The Town may revoke a business license if:

1. The business license was obtained by fraud, misrepresentation, or false statements; or
2. The business violates any provision of this Code.

B. At least five (5) days prior to revoking a business license, the Town shall provide written notice to the licensee stating the basis for the revocation, and the licensee shall have the opportunity to respond to the allegations in writing.

C. The revocation of any business license shall not release or discharge anyone from paying any tax, penalty, or interest owed to the Town.

Section 2-2-~~68~~ – ~~Violation and Penalty.~~ Carrying or Posting License.

[Renumbered from § 2-2-8; minor wording simplification]

The license for a particular business location shall be posted at all times in a conspicuous place at that location. If the business is not operated ~~, conducted or carried on~~ at a fixed location, then the licensee shall carry the license upon their person when operating ~~, conducting or carrying on any such~~ the business.

Section 2-2-~~79~~ – ~~Exemptions; Fee Waiver.~~ License Nontransferable.

[§ 2-2-7 Exemptions and fee waivers restructured – exemptions moved to § 2-2-3; Green Business fee waiver moved to § 2-2-4(A); mobile vending fee waiver deleted; special event vendor waiver moved to § 2-2-3]

~~A. Exemptions:~~ ~~This chapter shall not apply to the following entities:~~

- ~~1. Nonprofit corporations or businesses;~~
- ~~2. Businesses without a physical presence in the town that have a state standard retail license and make retail sales within the town; and~~
- ~~3. Businesses with only an incidental physical presence in the town that have a state standard retail license and make retail sales within the town.~~

B. Waivers: ~~Business license fees shall be waived for the following:~~

- ~~1. A business certified through the Erie Green Business Program, for the term of the business's participation in the program.~~
- ~~2. A mobile vending business.~~
- ~~3. A business that is participating as a vendor in a special event and does not have a physical presence in the town.~~

A business license shall not be transferable from person to person or place to place. [No substantive change]

Section 2-2-~~810~~ – ~~Carrying or Posting License Required.~~ Violation and Penalty.

[Formerly § 2-2-6; renumbered to § 2-2-10; “enjoin” replaced with cease-and-desist procedure]

A. ~~Violation:~~ ~~It is unlawful to violate any provision of this chapter.~~

B. ~~Penalty:~~ ~~A violation of this chapter is punishable as provided in title 1, chapter 4 of this Code. Each day of violation shall constitute a separate offense. In addition to any other available penalties, the town may enjoin a person from engaging in business in the town without a license required by this chapter.~~

A. It is unlawful to violate any provision of this Chapter. A violation of this Chapter shall be punished as provided in Title 1, Chapter 4 of this Code. Each day of violation shall constitute a separate offense.

B. In addition to any other available penalty, the Town may issue a cease-and-desist order to any business with a physical presence in the Town operating without a valid business license. The cease-and-desist order shall give the business five (5) days to file all required documents and pay all amounts due to the Town. During such period, the business shall not operate.

Section Renumbering Summary

Original Section	Original Title	Proposed Section	Proposed Title	Change Notes
2-2-1	Purpose	2-2-1	Purpose	Substantive rewrite
2-2-2	Definitions	2-2-2	Definitions	Multiple definitions added, deleted, and revised
2-2-3	License required	2-2-3	License required	Rewritten; exemptions from former § 2-2-7 incorporated
2-2-4	Application; term; renewal	2-2-4	Application and fees	Renewal provisions moved to new § 2-2-5; fee waiver added
<i>[New]</i>	—	2-2-5	Expiration and renewal	New section; includes new late renewal/cure provision
2-2-5	Updates	2-2-6	Updates	Renumbered; minor rewrite
2-2-6	Violation and penalty	2-2-10	Violation and penalty	Renumbered; “enjoin” replaced with cease-and-desist procedure
2-2-7	Exemptions; fee waiver	—	<i>[Deleted]</i>	Exemptions moved to § 2-2-3; fee waivers redistributed or deleted
<i>[New]</i>	—	2-2-7	Revocation	New section

Original Section	Original Title	Proposed Section	Proposed Title	Change Notes
2-2-8	Carrying or posting license required	2-2-8	Carrying or posting license	Renumbered; minor wording simplification
2-2-9	License nontransferable	2-2-9	License nontransferable	No substantive change



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-162

Subject:

A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with ICON Engineering, Inc. for Pre-Design and Design Services Related to the County Line Road Improvements - Telleen Ave to Erie Parkway

Department: Public Works,

Presenter(s): David Pasic, Public Works Director
Wendi Palmer, Civil Engineer III

Time Estimate: 0

Fiscal Summary:

Cost as Recommended: \$979,108
Balance Available: \$8,408,440
Fund: Transportation Impact
Line Item Number: 300-70-110-605000-100387
New Appropriation Required: No

Policy Issues:

Contracts of this amount require Town Council approval per the Purchasing Policy.

Staff Recommendation:

Approve the Resolution.

Summary/Key Points:

This award will provide a single uniform design for County Line Road from the intersection of Telleen Avenue to the intersection of Erie Parkway.

Background of Subject Matter:

March 23, 2021: The Board of Trustees awarded a Design Contract to Baseline Engineering for the north and south roundabouts. The south roundabout has been constructed, but the north roundabout was delayed due to multiple issues, and the

design is not ready for bidding.

June 28, 2022: The Board of Trustees awarded a Design Contract to Sanderson Stewart for the design of County Line Road from Telleen Ave to Austin Ave. with a pedestrian underpass north of Erie Parkway. The section from Erie Parkway to Austin Ave has been constructed, but the section from Telleen Avenue to Erie Parkway was delayed due to multiple issues, and the design is not ready for bidding.

Managing a project that has two separate designers has proven to have issues with the recently constructed section south of Erie Parkway. Because neither the north roundabout nor the County Line Road and pedestrian underpass were completed in an effort to minimize conflicts with coordination of design and construction, Town staff determined it was in the best interest of the project to award a final design project to one consultant. With the desire to have it bid ready by the first quarter of 2026. The past design efforts will be utilized as the project is final designed and ready for bidding. The Town of Erie issued a Request for Proposals on June 2, 2026, which was due on June 30, 2026. Eight proposals were submitted from the following firms:

- ICON Engineering, Inc.
- JR Engineering, LLC
- Kimley Horn & Associates, Inc.
- V3 Companies, LTD
- SK Design Group, Inc.
- Tait & Associates, Inc.
- Baseline Engineering Corporation
- Sanbell

Following review and consideration of the proposals, the selection team chose ICON Engineering, Inc. as the preferred design firm based on their understanding of the project needs and a strong design team presented in the proposal. ICON has worked with the Town on two projects, one where they were contracted by Mile high Flood District, and another where they were a major sub-consultant to RockSol Engineering.

Attachments:

1. Resolution 2026-162
2. Agreement

Town of Erie

Resolution No. 2026-162

A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with ICON Engineering, Inc. for Pre-Design and Design Services Related to the County Line Road Improvements - Telleen Ave to Erie Parkway

Whereas, the Town requires the services of ICON Engineering, Inc. for the County Line Road Improvements - Telleen Ave to Erie Parkway.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. The Professional Services Agreement with ICON Engineering, Inc. 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 Agreement on behalf of the Town.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Professional Services

(County Line Road Improvements - Telleen Ave to Erie Parkway (P26-463))

This Agreement for Professional Services (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, (the "Town"), and ICON Engineering, Inc., an independent contractor with a principal place of business at 10825 Geddes Ave, Suite 420, Centennial CO 80112 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue until August 31, 2027, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant an amount not to exceed \$979,108. This amount shall include all fees, costs, and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs, and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees 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 and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

E. Consultant shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims,

damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. Independent Consultant

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

VII. Insurance

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement

4. Consultant shall maintain professional liability insurance with minimum limits of \$5,000,000 combined single limit. Subcontractors or subconsultants shall maintain professional liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate Policies shall be Claims Made, or tail policy placed, and shall be kept in force for three (3) years following the end of this Agreement.

5. Contractor shall maintain Pollution liability insurance with minimum limits of \$1,000,000 combined single limit. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and cleanup costs. The policy shall include the Town and the Town's officers, employees, and contractors as additional insureds.

6. Contractor shall maintain an Umbrella policy with minimum coverage of \$2,000,000 over all coverages required by this Agreement.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of

Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *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.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections

provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* 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.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

M. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Consultant

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2026, by _____ as
_____ of _____.

My commission expires:

(Seal)

Notary Public

Exhibit A

Scope of Services

1. Pre-Design Phase

- Attend a pre-design meeting, including field visit.
- Prepare a conceptual plan utilizing the existing plans with recommendations for changes.
- Conceptual designs may utilize existing topography, GIS mapping, existing plans and as-builts for past public and development projects available from the Town.
- Conduct a traffic analysis at the County Line Road and Maxwell Avenue intersection and County Line Road and Erie Parkway intersection to evaluate existing and future traffic operations. This task does include gathering traffic counts.
- Evaluate construction phasing for the proposed roundabout at the County Line Road and Maxwell Avenue intersection to determine the need for the existing shoo-fly paved area located on the east side of County Line Road.
- Attend a conceptual plan review meeting for obtaining input and acceptance prior to beginning preliminary design.
- Provide a Basis of Design report for review and acceptance by the Town

2. Preliminary Design Phase:

- Site survey to include surface features, underground utilities, right-of-way and topographic survey.
- Prepare preliminary design based on information obtained during the Pre-Design Phase.
- Prepare legal descriptions for additional right-of-way and easements needed to construct the project.
- Preliminary design shall include a cost estimate and Construction schedule.
- Attend a preliminary design review meeting to review the preliminary plan.
- Address preliminary design comments.

3. Final Design phase:

- Identify all permits required, prepare documentation required for permits, and coordinate the submittal of the permits.
- Geotechnical services to determine subsurface conditions for final design.
- Update the site survey to include additional information needed based on preliminary design.

- Prepare a Subsurface Utility Engineering (SUE) Plan and Report. The limits of the SUE investigation are shown below in yellow. The red depicts where the previous SUE investigation will be utilized.



- Coordinate with utility companies for required utility relocations.
- Prepare final design addressing Erie comments.
- Prepare an updated cost estimate.
- Prepare updated legal descriptions for right-of-way and easements.
- Prepare planning-level property acquisition cost estimates for each property owner that ROW/PE/TCE will be required
- Negotiate and provide closing services related to identified acquisitions for ROW, PE and necessary TCE's
- Attend a final design review meeting to review the final plan.
- Address final design review comments.

4. Bidding phase:

- Prepare final set of plans for bidding purposes.
- Prepare Measurement and Payment description for each bid item to be included in the contract documents.
- Prepare project specifications.
- Prepare schedule of unit prices for the bid documents.
- Review and edit the Town's contract documents for bidding.
- Attend and conduct pre-bid meeting.
- Prepare addenda during bidding.
- Prepare Engineer's construction cost estimate.
- Review bids and assist Project Manager in making a recommendation to be presented to the Town Council for approval of the award.
- Revise construction plans and specifications based on addenda issued during the bid phase and provide a minimum of three (3) sets of signed and stamped plans for award, along with a pdf file with the PE signature.
- Provide AutoCAD files to Town and Contractor to be utilized for construction layout. It is understood that a release will need to be signed.

5. Construction phase:

- Review submittals and shop drawings submitted by Contractor.
- Address request for information from Contractor when plans need additional clarification.
- Prepare As-Built or Record Plans for Town Records in accordance with the Town's Standards and Specifications.
- As part of the As-Built submittal, the Town requires AutoCAD files, a pdf of the entire set of plans and information required for entry into the Town's GIS system in accordance with the current User Guide for Digital Record Drawing Submittal Requirements. The User Guide can be found on the Town's website under Engineering Standards & Specifications, Drawing Requirements. <https://www.erieco.gov/535/Standards-Specifications>.
- Construction administration support services are not included. If these services are desired, the Town will negotiate a contract amendment prior to bidding the project.



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-124

Subject:

A Resolution of the Town Council of the Town of Erie, Colorado, Submitting to the Electorate of the Town of Erie at the November 3, 2026, Coordinated Election A Certain Question Authorizing the Issuance of Debt and the Increase of Sales and Use Taxes for the Purposes Described in the Ballot Question

Department: Parks & Recreation,
Communications & Community Engagement
Finance

Presenter(s): Luke Bolinger, Director of Parks & Recreation
Gabi Rae, Director of Communications & Community Engagement
Sara Sands, Director of Finance

Time Estimate: 15 minutes

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Only the Town Council has the authority to place items on the Nov. 3 election ballot for consideration by the Town's voters.

Staff Recommendation:

Approve the resolution for the .501% sales and use tax increase ballot language.

Summary/Key Points:

- At its July 14, 2026, meeting, Council directed staff to prepare ballot language

using a 20-year debt term and a no-sunset sales and use tax. Council must now pass a resolution to finalize the ballot question language.

- Updated analysis includes both sales tax and use tax revenues, which were not fully reflected in the initial forecast. As a result, a 0.356% increase is now estimated to generate sufficient revenue to meet the assumed 1.25-times debt-service coverage requirement, while a 0.400% or 0.501% increase would provide progressively more revenue for future operations and maintenance. The increased debt coverage could also positively impact the interest rate secured for the debt.
- Staff recommends a 0.501% increase because it most closely reflects the rate evaluated through the community survey and subsequent public discussions, and it would establish a stronger long-term funding source to maintain service levels at the Erie Community Center and across the parks and recreation system.

Background of Subject Matter:

At its July 14, 2026, meeting, Council selected a 20-year financing term and directed that the proposed sales and use tax remain in effect after the debt is repaid. The final remaining decision is the tax rate to include in the ballot language.

The initial financing analysis was based primarily on sales tax collections and did not fully incorporate anticipated use tax revenue. The revised analysis includes both sources, increasing the projected taxable base and allowing lower tax-rate options to support the same proposed debt issuance. Under the revised projections, a 0.356% increase would generate approximately \$3.22 million annually and provide approximately \$644,000 above estimated annual debt service; a 0.400% increase would provide approximately \$1.04 million above debt service; and a 0.501% increase would provide approximately \$1.95 million. Staff recommends retaining the 0.501% rate as initially presented. This rate is consistent with the 0.501% option evaluated through the ECC Expansion Survey and discussed during recent community discussions, and it would provide the strongest ongoing funding capacity for operations, maintenance, repairs, equipment replacement, and capital needs solely for parks and recreation.

To keep Council's options open while avoiding last-minute drafting or need to schedule a special meeting, staff worked with Butler Snow LLP and Hilltop Securities Inc. to prepare three resolutions, one for each of the options above, for Council's consideration.

Attachments:

1. Resolution 2026-163 - 0.356% Version (1)
2. Resolution 2026-163 - 0.40% Version
3. Resolution 2026-163 - 0.501% Version
4. Analysis

**Town of Erie
Resolution No. 2026-163**

**A Resolution of the Town Council of the Town of Erie, Colorado,
Submitting to the Electorate of the Town of Erie at the November 3,
2026, Coordinated Election A Certain Question Authorizing the
Issuance of Debt and the Increase of Sales and Use Taxes for the
Purposes Described in the Ballot Question**

Whereas, the Town of Erie, in the Counties of Weld and Boulder, and State of Colorado (the "Town"), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the Town Charter (the "Charter"); and

Whereas, the members of the Town Council of the Town (the "Council") have been duly elected and qualified; and

Whereas, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer's Bill of Rights ("TABOR"), requires voter approval for any new tax, any increase in any tax rate, the creation of any multiple fiscal year financial obligation, and the spending of certain funds above limits established by TABOR; and

Whereas, the Council wishes to submit to the registered electors of the Town a ballot issue seeking to authorize the issuance of debt and an increase of sales and use taxes; and

Whereas, TABOR requires that the Town submit ballot issues, as defined in TABOR, to the Town's registered electors on specified election days before action can be taken on such ballot issues; and

Whereas, Article V, Section 5.01 of the Charter provides that Town elections shall be governed by the Colorado municipal election law unless otherwise provided by the Charter or by ordinance; and

Whereas, Section 31-10-102.7, C.R.S., of the Colorado Municipal Election Code, provides that a municipality may provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992; and

Whereas, on November 3, 2026, the Boulder County Clerk and Recorder and the Weld County Clerk and Recorder (together, the "County Clerk") will be conducting a coordinated election (the "Election") pursuant to the Uniform Election Code of 1992 (the "Election Code"); and

Whereas, the Council wishes to hold an election on November 3, 2026 in conjunction with the election being conducted by the County (the "Election"); and

Whereas, November 3, 2026 is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of the Town pursuant to TABOR.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Town and the officers thereof, directed toward the Election and the objects and purposes herein stated is ratified, approved and confirmed. Unless otherwise defined herein, all terms used herein shall have the meanings specified in the Election Code.

Section 2. The Election shall be conducted as a coordinated election by the County Clerk pursuant to TABOR and the Uniform Election Code of 1992, and all laws amendatory thereof and supplemental thereto. The Election shall also be conducted pursuant to the provisions of an intergovernmental agreement (the "intergovernmental agreement") between the Town and the County Clerk. The Town hereby determines that the Election shall be held on November 3, 2026, and that there shall be submitted to the eligible electors of the Town the question set forth herein. Because the Election will be held as part of the coordinated election, the Council hereby determines that the County Clerk shall conduct the Election on behalf of the Town pursuant to the Uniform Election Code of 1992 and the applicable intergovernmental agreement. The officers of the Town are hereby authorized to enter into one or more intergovernmental agreements with the County Clerk pursuant to Section 1-7-116, C.R.S. Any such intergovernmental agreement heretofore entered into in connection with the Election is hereby ratified, approved and confirmed.

Section 3. The Council hereby authorizes and directs the officers of the Town to certify on or before September 4, 2026, the following election question in substantially the form hereinafter set forth to the Clerk, which such question shall be submitted to the eligible electors of the Town at the Election:

TOWN OF ERIE BALLOT ISSUE ____: AUTHORIZATION FOR THE ISSUANCE OF DEBT AND AN ADDITIONAL SALES AND USE TAX FOR THE PURPOSE OF PAYING FOR THE EXPANSION OF THE ERIE COMMUNITY CENTER.

SHALL THE TOWN OF ERIE'S DEBT BE INCREASED BY UP TO \$32.5 MILLION, WITH A MAXIMUM REPAYMENT COST NOT TO EXCEED \$52.6 MILLION (PRINCIPAL AND INTEREST) FOR THE PURPOSE OF UPDATING THE AGING ERIE COMMUNITY CENTER BUILDING AND FACILITIES BY ACQUIRING, DESIGNING, CONSTRUCTING, EXPANDING, RENOVATING, IMPROVING, AND EQUIPPING THE SAME AND FOR CONTINUED OPERATIONS AND MAINTENANCE, WITH SUCH IMPROVEMENTS TO INCLUDE BUT ARE NOT LIMITED TO:

- CONSTRUCTING AND EQUIPPING NEW FITNESS STUDIOS AND EXPANDING EXISTING STUDIOS;
- CONSTRUCTING AND EQUIPPING A NEW GYMNASIUM AND RACQUET BALL COURTS;
- EXPANDING MULTIPURPOSE COMMUNITY AND RECREATION SPACE;
- EQUIPPING NEW STRENGTH TRAINING AND CIRCUIT TRAINING AREAS;

AND SHALL TOWN TAXES BE INCREASED BY UP TO \$3,458,727 MILLION IN THE FIRST FULL FISCAL YEAR AND BY SUCH ADDITIONAL AMOUNTS AS ARE GENERATED ANNUALLY THEREAFTER BY AN INCREASE IN THE RATE OF SALES AND USE TAX IMPOSED BY THE TOWN BY .356%, COMMENCING JANUARY 1, 2027, WHICH TAX REVENUES WILL BE USED FOR THE PAYMENT OF THE DEBT AUTHORIZED BY THIS QUESTION AND FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE ERIE COMMUNITY CENTER AND OTHER PARK AND RECREATION RELATED EXPENSES OF THE TOWN; AND MAY THE DEBT ISSUED PURSUANT TO THIS QUESTION BE PAID FROM SUCH LEGALLY AVAILABLE REVENUES, BEAR INTEREST, AND BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND WITH SUCH TERMS AND CONDITIONS, INCLUDING PROVISIONS FOR REDEMPTION PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM OF NOT TO EXCEED 3%, ALL AS THE TOWN MAY DETERMINE; AND SHALL THE REVENUES RAISED BY SUCH SALES AND USE TAX RATE INCREASE AND PROCEEDS OF SUCH DEBT, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE TOWN AS A VOTER-APPROVED REVENUE CHANGE PURSUANT TO ARTICLE X, SECTION

Resolution No. 2026-163

Page 2 of 3

20 OF THE COLORADO CONSTITUTION?

Section 4. The Town Clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the Election.

Section 5. Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 6. The officers and employees of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 7. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Town, directed towards the Election and the objects and purposes herein stated, are hereby ratified, approved, and confirmed.

Section 8. If any portion of this Resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this Resolution and each part hereof irrespective of the fact that any one part be declared invalid.

Section 9. All other resolutions or portions thereof inconsistent or conflicting with this Resolution or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**Town of Erie
Resolution No. 2026-163**

**A Resolution of the Town Council of the Town of Erie, Colorado,
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Whereas, Article V, Section 5.01 of the Charter provides that Town elections shall be governed by the Colorado municipal election law unless otherwise provided by the Charter or by ordinance; and

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- EQUIPPING NEW STRENGTH TRAINING AND CIRCUIT TRAINING AREAS;

AND SHALL TOWN TAXES BE INCREASED BY UP TO \$3,885,714 MILLION IN THE FIRST FULL FISCAL YEAR AND BY SUCH ADDITIONAL AMOUNTS AS ARE GENERATED ANNUALLY THEREAFTER BY AN INCREASE IN THE RATE OF SALES AND USE TAX IMPOSED BY THE TOWN BY .40%, COMMENCING JANUARY 1, 2027, WHICH TAX REVENUES WILL BE USED FOR THE PAYMENT OF THE DEBT AUTHORIZED BY THIS QUESTION AND FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE ERIE COMMUNITY CENTER AND OTHER PARK AND RECREATION RELATED EXPENSES OF THE TOWN; AND MAY THE DEBT ISSUED PURSUANT TO THIS QUESTION BE PAID FROM SUCH LEGALLY AVAILABLE REVENUES, BEAR INTEREST, AND BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND WITH SUCH TERMS AND CONDITIONS, INCLUDING PROVISIONS FOR REDEMPTION PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM OF NOT TO EXCEED 3%, ALL AS THE TOWN MAY DETERMINE; AND SHALL THE REVENUES RAISED BY SUCH SALES AND USE TAX RATE INCREASE AND PROCEEDS OF SUCH DEBT, ANY OTHER REVENUE USED TO PAY SUCH DEBT,

AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE TOWN AS A VOTER-APPROVED REVENUE CHANGE PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

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Attest:

Debbie Stamp, Town Clerk

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AND SHALL TOWN TAXES BE INCREASED BY UP TO \$4,866,857 MILLION IN THE FIRST FULL FISCAL YEAR AND BY SUCH ADDITIONAL AMOUNTS AS ARE GENERATED ANNUALLY THEREAFTER BY AN INCREASE IN THE RATE OF SALES AND USE TAX IMPOSED BY THE TOWN BY .501%, COMMENCING JANUARY 1, 2027, WHICH TAX REVENUES WILL BE USED FOR THE PAYMENT OF THE DEBT AUTHORIZED BY THIS QUESTION AND FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE ERIE COMMUNITY CENTER AND OTHER PARK AND RECREATION RELATED EXPENSES OF THE TOWN; AND MAY THE DEBT ISSUED PURSUANT TO THIS QUESTION BE PAID FROM SUCH LEGALLY AVAILABLE REVENUES, BEAR INTEREST, AND BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND WITH SUCH TERMS AND CONDITIONS, INCLUDING PROVISIONS FOR REDEMPTION PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM OF NOT TO EXCEED 3%, ALL AS THE TOWN MAY DETERMINE; AND SHALL THE REVENUES RAISED BY SUCH SALES AND USE TAX RATE INCREASE AND PROCEEDS OF SUCH DEBT, ANY OTHER REVENUE USED TO PAY SUCH DEBT,

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Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Town of Erie, Colorado**Sales Tax Revenue Bonds, Series 2027****Parks and Recreation Sales Tax Election Analysis***Assumes 5.00% Interest Rate*

	Scenario 1: Original Sales Tax Forecast	Scenario 2: Revised Sales Tax Forecast @ 0.356% Increase	Scenario 3: Revised Sales Tax Forecast @ 0.400% Increase	Scenario 4: Revised Sales Tax Forecast @ 0.501% Increase
	Series 2027	Series 2027	Series 2027	Series 2027
Sources				
Par Amount	\$32,465,000	\$32,465,000	\$32,465,000	\$32,465,000
Total Sources of Funds	\$32,465,000	\$32,465,000	\$32,465,000	\$32,465,000
Uses				
Project Fund	\$32,000,000	\$32,000,000	\$32,000,000	\$32,000,000
Costs of Issuance	\$302,675	\$302,675	\$302,675	\$302,675
Underwriter's Discount	\$162,325	\$162,325	\$162,325	\$162,325
Total Use of Funds	\$32,465,000	\$32,465,000	\$32,465,000	\$32,465,000
Repayment Statistics				
Dated Date	3/1/2027	3/1/2027	3/1/2027	3/1/2027
Maximum Annual D/S	2,576,000	2,576,000	2,576,000	2,576,000
Total Repayment	51,478,188	51,478,188	51,478,188	51,478,188
Tax Increase and Estimated Revenue				
Estimated GF Sales and Use Tax (3.5%)	22,492,086	31,653,261	31,653,261	31,653,261
Revenue from 1% Sales Tax Increase	6,426,310	9,043,789	9,043,789	9,043,789
Sales Tax Increase	0.501%	0.356%	0.400%	0.501%
Estimated Revenue from Sales Tax Increase	3,220,000	3,220,000	3,617,516	4,530,938
Debt Service Coverage	1.25x	1.25x	1.40x	1.76x
Estimated Revenue for O&M after Debt Service	644,000	644,000	1,041,516	1,954,938
Debt Service	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Year	Series 2027	Series 2027	Series 2027	Series 2027
2027	2,572,438	2,572,438	2,572,438	2,572,438
2028	2,575,500	2,575,500	2,575,500	2,575,500
2029	2,574,500	2,574,500	2,574,500	2,574,500
2030	2,576,000	2,576,000	2,576,000	2,576,000
2031	2,574,750	2,574,750	2,574,750	2,574,750
2032	2,575,750	2,575,750	2,575,750	2,575,750
2033	2,573,750	2,573,750	2,573,750	2,573,750
2034	2,573,750	2,573,750	2,573,750	2,573,750
2035	2,575,500	2,575,500	2,575,500	2,575,500
2036	2,573,750	2,573,750	2,573,750	2,573,750
2037	2,573,500	2,573,500	2,573,500	2,573,500
2038	2,574,500	2,574,500	2,574,500	2,574,500
2039	2,571,500	2,571,500	2,571,500	2,571,500
2040	2,574,500	2,574,500	2,574,500	2,574,500
2041	2,573,000	2,573,000	2,573,000	2,573,000
2042	2,572,000	2,572,000	2,572,000	2,572,000
2043	2,571,250	2,571,250	2,571,250	2,571,250
2044	2,575,500	2,575,500	2,575,500	2,575,500
2045	2,574,250	2,574,250	2,574,250	2,574,250
2046	2,572,500	2,572,500	2,572,500	2,572,500
Total	51,478,188	51,478,188	51,478,188	51,478,188

Town of Erie, Colorado
Parks and Recreation Sales Tax Election Analysis
First Year Collections Comparison

	2027 Budget	For Ballot
0.356% Tax Increase		
Sales Tax	28,976,173	29,000,000
Use Tax	2,677,088	5,000,000
Total	31,653,261	34,000,000
Revenue from 1.0%	9,043,789	9,714,286
Tax Increase	0.356%	0.356%
First Year Revenue	3,219,589	3,458,286

0.400% Tax Increase		
Sales Tax	28,976,173	29,000,000
Use Tax	2,677,088	5,000,000
Total	31,653,261	34,000,000
Revenue from 1.0%	9,043,789	9,714,286
Tax Increase	0.400%	0.400%
First Year Revenue	3,617,516	3,885,714

0.501% Tax Increase		
Sales Tax	28,976,173	29,000,000
Use Tax	2,677,088	5,000,000
Total	31,653,261	34,000,000
Revenue from 1.0%	9,043,789	9,714,286
Tax Increase	0.501%	0.501%
First Year Revenue	4,530,938	4,866,857



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-141

Subject:

A Resolution of the Town Council of the Town of Erie, Colorado, Submitting to the Electorate of the Town of Erie at the November 3, 2026, Coordinated Election A Certain Question Authorizing A New Lodging Tax for the Purposes Described in the Ballot Question

Department: Planning - Land Use,

Presenter(s): Gabi Rae, Director of Communications & Community Engagement
Sarah Nurmela, Director of Planning & Development
Sara Sands, Director of Finance

Time Estimate: 15 min

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Only the Town Council has the authority to place items on the Nov. 3 election ballot for consideration by the Town's voters.

Staff Recommendation:

Approve the resolution for the ballot language.

Summary/Key Points:

- At the July 14, 2026, meeting, Town Council directed staff to prepare ballot language to create a 3.5% Lodging Tax for short-term stays in Erie.
- Council also directed staff to research and determine the most appropriate first-

year collection estimate for a 3.5% tax. Staff has recommended \$150,000 in first-year collection as an appropriate estimation.

- The Lodging Tax would apply to short-term stays of 30 days or less in Erie, including at hotels, short-term rentals, bed and breakfasts, and other temporary accommodations.
- Council must now pass a resolution to finalize the ballot question language and have it placed on the November ballot.

Background of Subject Matter:

At the July 14, 2026, meeting, Town Council directed staff to prepare ballot language to create a 3.5% Lodging Tax for short-term stays of 30 days or less in Erie. The Lodging Tax would apply to stays at hotels, short-term rentals, bed and breakfasts, and other temporary accommodations. Lodging Taxes are commonly used throughout Colorado to allow visitors to contribute to local services and infrastructure they utilize while visiting a community.

Based on the Town's current inventory of known short-term rental properties (approximately 60 properties identified), Town staff recommend a 3.5% Lodging Tax that would generate approximately \$90,000 annually under existing market conditions. This estimate reflects current short-term rental activity that is not currently licensed or regulated in the Town. The Planning & Development Department will bring potential short-term rental licensing and regulation recommendations to Council later this fall. This estimate also does not include revenue from future hotel development.

The proposed ballot language identifies revenue uses in language that allows for flexibility. Potential uses for the revenues, like transportation services, infrastructure, public safety, or cultural and art programs, would be identified and allocated by Town Council.

Attachments:

1. Resolution 2026-164

**Town of Erie
Resolution No. 2026-164**

**A Resolution of the Town Council of the Town of Erie, Colorado,
Submitting to the Electorate of the Town of Erie at the November 3,
2026, Coordinated Election A Certain Question Authorizing A New
Lodging Tax for the Purposes Described in the Ballot Question**

Whereas, the Town of Erie, in the Counties of Weld and Boulder, and State of Colorado (the "Town"), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the Town Charter (the "Charter"); and

Whereas, the members of the Town Council of the Town (the "Council") have been duly elected and qualified; and

Whereas, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer's Bill of Rights ("TABOR"), requires voter approval for any new tax, any increase in any tax rate, the creation of any multiple fiscal year financial obligation, and the spending of certain funds above limits established by TABOR; and

Whereas, the Council wishes to submit to the registered electors of the Town a ballot issue seeking to authorize a new Town short term rental/lodging tax; and

Whereas, TABOR requires that the Town submit ballot issues, as defined in TABOR, to the Town's registered electors on specified election days before action can be taken on such ballot issues; and

Whereas, Article V, Section 5.01 of the Charter provides that Town elections shall be governed by the Colorado municipal election law unless otherwise provided by the Charter or by ordinance; and

Whereas, Section 31-10-102.7, C.R.S., of the Colorado Municipal Election Code, provides that a municipality may provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992; and

Whereas, on November 3, 2026, the Boulder County Clerk and Recorder and the Weld County Clerk and Recorder (together, the "County Clerk") will be conducting a coordinated election (the "Election") pursuant to the Uniform Election Code of 1992 (the "Election Code"); and

Whereas, the Council wishes to hold an election on November 3, 2026 in conjunction with the election being conducted by the County (the "Election"); and

Whereas, November 3, 2026 is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of the Town pursuant to TABOR.

Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

Section 1. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Town and the officers thereof, directed toward the Election and the objects and purposes herein stated is ratified, approved and confirmed. Unless otherwise defined herein, all terms used herein shall have the meanings specified in the Election Code.

Section 2. The Election shall be conducted as a coordinated election by the County Clerk pursuant to TABOR and the Uniform Election Code of 1992, and all laws amendatory thereof and supplemental thereto. The Election shall also be conducted pursuant to the provisions of an intergovernmental agreement (the "intergovernmental agreement") between the Town and the County Clerk. The Town hereby determines that the Election shall be held on November 3, 2026, and that there shall be submitted to the eligible electors of the Town the question set forth herein. Because the Election will be held as part of the coordinated election, the Council hereby determines that the County Clerk shall conduct the Election on behalf of the Town pursuant to the Uniform Election Code of 1992 and the applicable intergovernmental agreement. The officers of the Town are hereby authorized to enter into one or more intergovernmental agreements with the County Clerk pursuant to Section 1-7-116, C.R.S. Any such intergovernmental agreement heretofore entered in connection with the Election is hereby ratified, approved and confirmed.

Section 3. The Council hereby authorizes and directs the officers of the Town to certify on or before September 4, 2026, the following election question in substantially the form hereinafter set forth to the Clerk, which such question shall be submitted to the eligible electors of the Town at the Election:

TOWN OF ERIE BALLOT ISSUE ____: AUTHORIZATION FOR A NEW TOWN LODGING TAX FOR THE PURPOSES OF PAYING FOR PARK AND RECREATIONAL FACILITIES, CAPITAL INFRASTRUCTURE, LAW ENFORCEMENT/SAFETY AND SECURITY, AND FOR OTHER GENERAL GOVERNMENTAL PURPOSES.

SHALL THE TOWN OF ERIE TAXES BE INCREASED BY UP TO \$150,000 COMMENCING ON JANUARY 1, 2027, AND BY WHATEVER AMOUNTS ARE GENERATED ANNUALLY THEREAFTER THROUGH THE IMPOSITION OF A LODGING TAX AT THE RATE OF THREE AND ONE HALF PERCENT ON THE TOTAL RENTAL FEE, PRICE, OR OTHER CONSIDERATION PAID OR CHARGED FOR THE LEASING OR RENTAL OF ANY HOTEL ROOM, MOTEL ROOM, BED AND BREAKFAST, SHORT TERM RENTAL OR OTHER ACCOMMODATION WITH A STAY OF THIRTY DAYS OR LESS, AND SHALL ALL REVENUES DERIVED FROM SUCH LODGING TAX BE USED FOR GENERAL GOVERNMENTAL PURPOSES, INCLUDING, BUT NOT LIMITED TO PARK AND RECREATIONAL FACILITIES, CAPITAL INFRASTRUCTURE, AND LAW ENFORCEMENT/SAFETY AND SECURITY PURPOSES, AND SHALL THE REVENUES FROM SUCH TAXES AND ANY EARNINGS FROM THE INVESTMENT OF SUCH REVENUES BE COLLECTED AND SPENT AS A VOTER-APPROVED REVENUE CHANGE PURSUANT TO ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION AND ANY OTHER LAW?

Section 4. The Town Clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the Election.

Section 5. Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 6. The officers and employees of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this

Resolution.

Section 7. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Town, directed towards the Election and the objects and purposes herein stated, are hereby ratified, approved, and confirmed.

Section 8. If any portion of this Resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this Resolution and each part hereof irrespective of the fact that any one part be declared invalid.

Section 9. All other resolutions or portions thereof inconsistent or conflicting with this Resolution or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Adopted this 11th day of August, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 8/11/2026

File #: 2026-136

Subject:

Impact Fee Process Update

Department: Finance,

Presenter(s): Sara Hancock, Director of Finance

Time Estimate: 30

Fiscal Summary:

Cost as Recommended:

Balance Available:

Fund:

Line Item Number:

New Appropriation Required:

Policy Issues:

Impact Fees changes will be reviewed and approved by Council.

Staff Recommendation:

This presentation is informational.

Summary/Key Points:

As required by Town Code, every five years, the Town of Erie engages a consultant to review the Town's capital needs as it relates to infrastructure required due to population and commercial growth. The current study is underway.

Consultant Carson Bise, of Tischler Bise Consulting, will present general information around Impact Fees, the defined purpose of these funds, uses and limitations of the collected fees, and the status of the Town's update to the impact fees. Currently, the Town has the following impact funds:

- Public Facilities Impact Fund

- Police Facilities Impact Fund
- Tree Impact Fund
- Transportation Impact Fund
- Parks Improvement Fund
- Storm Drainage Impact Fund

All of these funds are being reviewed in this study.

Background of Subject Matter:

The Town imposes fees for a variety of infrastructure needs related to the impacts of growth. These one-time fees are referred to as Impact Fees. The Town of Erie has imposed Impact Fees for over 25 years to help address the effects of growth. They were first adopted in 1995 for implementation in 1996. Every five years, the Town engages a consultant to review the Town's capital needs as it relates to infrastructure required due to population and commercial growth.

This presentation is an opportunity for Council to understand how impact fees are structured and ask questions of the consultant about the current study and process.

Attachments:

1. Presentation

Town of Erie Development Impact Fee Study

Presentation to Town Council
August 11, 2026

49-year consulting practice serving local governments nationwide

- Impact fees / infrastructure financing strategies
- Fiscal / economic impact analyses
- Capital improvement planning
- Infrastructure finance / revenue enhancement
- Real estate and market feasibility

Adams County	Arapahoe County	Aurora	Boulder	Castle Pines
Castle Rock	Centennial	Colorado Springs	Durango	Eaton
El Paso County	Erie	Evans	Fort Collins	Garfield County
Grand Junction	Greeley	Johnstown	La Plata County	Lafayette
Lake Dillon Fire Dist.	Larimer County	Lone Tree	Littleton	Longmont
Louisville	Loveland	Mead	Mesa County	Montezuma County
Parker	Pitkin County	Pueblo	Steamboat Springs	Thornton
		Vail	Westminster	

- Regardless of State, there are relatively few options for funding growth-related infrastructure
 - » General revenue (e.g., property tax, sales tax, franchise fees, etc.)
 - » Impact fees
 - » Stormwater & transportation utilities
 - » Special purpose sales taxes (often require voter approval)
 - » Special authorities/taxing districts
 - » Excise/development taxes
 - » Jurisdictional revenue sharing
 - » Public/Private partnerships



Impact Fee Requirements

- One-time payment for growth-related infrastructure
 - » Not for operations, maintenance, or replacement
- Not a tax, but a contractual arrangement to build growth-related infrastructure
- Must meet growth-related infrastructure needs
 - » Provide infrastructure as growth occurs
 - » System-level improvements, not project-level improvements
- Represent new development's proportionate share of capital cost for system improvements
 - » Demographic analysis and development projections
 - » Infrastructure needs and cost analysis
- Fee payers must receive a benefit
 - » Geographic service areas
 - » Accounting and expenditure controls

- Governed by Senate Bill 15
 - » October 2001
- Improvement or facility that:
 - » Is directly related to any service that a local government is authorized to provide;
 - » Has a useful life of five years or longer
- Specific accounting requirements
- Allows a local government to waive an impact fee on the development of low/moderate income housing
 - » Does not address whether the local government is required to “make up” the difference

- Cost Recovery / Buy-In (Past)
 - » Future development “buying in” to cost the community has already incurred to provide growth-related capacity
- Incremental Expansion (Present)
 - » Formula-based approach using existing levels of service
 - » Fee based on current cost to replicate existing levels of service (i.e. replacement cost)
- Plan-Based (Future)
 - » Usually reflects an adopted CIP or master plan



Evaluate Need for Credits

- Site specific
 - » Developer constructs a capital facility included in fee calculations
- Debt service
 - » Avoid double payment due to existing or future bonds
- Dedicated revenues
 - » Property tax, local option sales tax, gas tax



Myths and Misconceptions

- Impact fees cover the entire cost of new facilities, negating the need for higher taxes
 - » A “properly” designed fee may come close
 - » Credits
- Impact fees should be based on planning standards, without concern for deficiencies
 - » Cannot use impact fees to correct existing deficiencies
- All developers/builders hate impact fees
- Impact fees negatively affect low/moderate income housing
 - » Credits for affordable housing can mitigate impact
 - » Fee not always passed-on in the price of the home; studies have shown that fees are often absorbed by others in the “food chain” depending on market conditions

- Police
- Municipal Facilities
- Stormwater
- Parks and Recreation
- Multimodal Transportation
 - » Will replace current regional transportation fee
- Trees

- Project initiation/data collection
- Prepare land use assumptions and development projections
- Interviews with departments to determine level of service standards and capital costs
- Determine appropriate impact fee calculation methodologies
- Determine need for credits
- Prepare Impact Fee Report
- Stakeholder outreach
- Adoption of fees



Next Steps

- Develop land use assumptions
- Continued data collection and meetings with City departments
- First round of stakeholder meetings