Town of Erie

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, July 14, 2026 | **6:30 PM** | **Council Chambers**

Regular Meeting
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 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. 2026-128 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. 2026-130 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

This agenda item provides the public an opportunity to discuss Consent Agenda items, General Business items that are not Public Hearings or items not on the Agenda.

VI. General Business

A. Presentation of Star Award

B. Draft ballot language for the ECC Expansion and Renovation Project and Lodging Tax

C. Discussion: Council Rules of Procedure; Council Codes of Ethics & Conduct; Virtual Meeting Policy

D. Discussion/Direction: Advisory Board Appointment Process

VII. Council Member Reports and Announcements

VIII. Town Manager Report

IX. Town Attorney Report

X. 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

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

Meeting Minutes

Town Council

Tuesday, June 23, 2026 | **6:45 PM** | **Council Chambers**

or Immediately Following the Urban Renewal Authority Meeting

Regular Meeting

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

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 6:37 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

Council Member Mortellaro made a motion to approve the Agenda, Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 6:38 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

2026-408 Approval of the May 26, 2026 Town Council Meeting Minutes

Attachments: 05-26-2026 Council Minutes

2026-405 Proclamation of Park and Recreation Month; Sponsors Mayor Pro Tem Brandon Bell and Council Member Brian O'Connor

Attachments: Proclamation

2026-223 A Resolution of the Town Council of the Town of Erie Approving an

Agreement for Services with Western Plains Construction for Asphalt Maintenance Services

Attachments: Resolution 26-118
Agreement

2026-364 A Resolution of the Town Council of the Town of Erie Approving a First Amendment to the Construction Contract with Goodland Construction, Inc. for the Downtown Infrastructure Improvements

Sponsors: Public Works

Attachments: First Amendment
Resolution 26-105

2026-367 An Ordinance of the Town Council of the Town of Erie Amending Sections 9-1-2 and 9-1-4 of Chapter 1 of Title 9 of the Erie Municipal Code to Correct and Update Internal Cross-References

Attachments: Ordinance 026-2026

2026-369 A Resolution of the Town Council of the Town of Erie Approving an Amendment to Construction Contract with Geo-Solutions for the Erie Lake Dam Seepage Rehabilitation

Attachments: Resolution 26-106
Amendment
WCD 001
WCD 002
WCD 003
CO-01

2026-374 A Resolution of the Town Council of the Town of Erie Approving a Fourth Amendment to Construction Contract with HDR Engineering, Inc., for the Erie Lake Dam Seepage Rehabilitation Investigation, Analysis, and Design

Attachments: Resolution 26-107
Amendment

2026-378 A Resolution of the Town Council of the Town of Erie Approving a First Amendment to the Professional Services Agreement with CTL|Thompson, Inc. for Engineering Services for Erie Town Center

Attachments: First Amendment
Resolution 26-115

2026-389 A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement with Kimley Horn for the On-Call Multi-modal Transportation and Traffic Planning Contract

Attachments: Resolution 26-116
Amendment

Mayor Pro Tem Bell made a motion to approve the Consent Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 6:40 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 6:40 p.m.

The following spoke:
1. Blue Spikes spoke in favor of the sale of mineral rights.
2. Don Colacino spoke in opposition to the sale of mineral rights.
3. Nita Chettiar spoke in opposition to the sale of mineral rights.
4. Krista Larisza (pooled with Heather Alden) spoke in opposition to the sale of mineral rights.
5. Carol Campbell spoke in opposition to the sale of mineral rights.
6. Eric Lillard (pooled with Diane Lillard) spoke in opposition to the sale of mineral rights.
7. Dr. Sara Baird Amodio spoke in opposition to the sale of mineral rights.
8. Rob Eisenberg (pooled with Christine Hackett-Eisenberg) spoke favor of the sale of mineral rights.
9. Mary Ann Bolkavatz spoke in opposition to the sale of mineral rights.
10. Braun Mincher (online) spoke in favor of the sale of mineral rights.
11. Joe Cygan spoke in favor of the sale of mineral rights.
12. Meredith Canode spoke in opposition to the sale of mineral rights.
13. Steve Ernst spoke in opposition to the sale of mineral rights.
14. Bob Braudes spoke in opposition to the sale of mineral rights.
15. Neha Pesaramelli spoke in opposition to the sale of mineral rights.
16. Tim Larsen spoke in opposition to the sale of mineral rights.
17. Julie Friday (online) signed up to speak but did not respond.

18. Jennifer Hanan spoke the optics of this decision are awful.
19. Terrance Barr spoke in favor of the sale of mineral rights.
20. Ansel Barnes spoke in opposition to the sale of mineral rights.
21. Brett Cavanagh (pooled with Mandy Ewing) spoke in favor of the sale of mineral rights.
22. Dan Maloit spoke in favor of the sale of mineral rights.
23. Emily Brecht (pooled with Heather Sabo) spoke in opposition to the sale of mineral rights.
24. Joshua Scott spoke in opposition to the sale of mineral rights.
25. Ben Hemphill (pooled with McAllister) spoke in opposition to the sale of mineral rights.
26. Andrew Sawusch (pooled with Scott Charles) spoke in favor of the sale of mineral rights.
27. Ben Soelberg spoke in favor of the sale of mineral rights.
28. Erika Cutlip spoke in opposition to the sale of mineral rights.
29. Tiffany Pritchett spoke in opposition to the sale of mineral rights.
30. Diana Huizar spoke in opposition to the sale of mineral rights.
31. Amy Becker spoke in opposition to the sale of mineral rights.
32. Laurel spoke in opposition to the sale of mineral rights.
33. Ronda Grassi spoke in favor of the sale of mineral rights.
34. Justin Brooks (pooled with Pam) spoke in opposition to the sale of mineral rights.
35. Steve Meyer spoke in opposition to the sale of mineral rights.
36. Becky Lesser spoke in opposition to the sale of mineral rights.
37. Kaycee Headrick spoke in opposition to the sale of mineral rights.
38. Jennifer Henriques spoke in opposition to the sale of mineral rights.
39. Chris Elliott spoke in favor of the sale of mineral rights.
40. Austin Akers (online) spoke in favor of the sale of mineral rights.
41. Moesha Babbs spoke in opposition to the sale of mineral rights.
42. Olivia Amodio spoke in opposition to the sale of mineral rights.
43. Kim Wroblewski spoke in opposition to the sale of mineral rights.
44. Bill Hughes spoke in opposition to the sale of mineral rights.
45. Shannon Millikin spoke about how leadership behavior shapes safety, trust, and what children learn from adults.
46. Winfried Reichelt spoke in opposition to the sale of mineral rights.
47. Meghan Hughes spoke in opposition to the sale of mineral rights.
48. Josephine Sterr spoke in opposition to the sale of mineral rights.
49. Christiaan van Woudenberg spoke in opposition to the sale of mineral rights.
50. Katharine Clark spoke about delaying this item.

With no additional speakers, Mayor Moore closed Public Comment at 9:10 p.m.

VI. General Business

2026-406 America 250 - Colorado 150 Proclamation; Sponsored by Mayor Moore

Attachments: Proclamation

Mayor Moore read the proclamation at 9:10 p.m.

2026-413 Request to Reconsider Ordinance No. 028-2026 - An Ordinance of the Town Council of the Town of Erie Authorizing the Sale of Minerals to 7N, LLC, Accepting the Conveyance of Real Property from 7N, LLC, and Approving Agreements with 7N, LLC, SM Energy Company, and Extraction Oil and Gas, Inc. Regarding the Exchange of the Mineral Rights for the Real Property

Council Member O'Connor stated that on June 16th, Council had a 3-3 tie on Item 2026-394. Because it was a tie vote and the motion did not pass, I was on the prevailing side and can make this motion according to the Council's Rules of Order and Procedure 7.4(f).

Council Member O'Connor made a motion to reconsider item 2026-394; An Ordinance of the Town Council of the Town of Erie Authorizing the Sale of Minerals to 7N, LLC, Accepting the Conveyance of Real Property from 7N, LLC, and Approving Agreements with 7N, LLC, SM Energy Company, and Extraction Oil and Gas, Inc. Regarding the Exchange of the Mineral Rights for the Real Property. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 10:28 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

2026-414 Reconsideration of Ordinance No. 028-2026 - An Ordinance of the Town Council of the Town of Erie Authorizing the Sale of Minerals to 7N, LLC, Accepting the Conveyance of Real Property from 7N, LLC, and Approving Agreements with 7N, LLC, SM Energy Company, and Extraction Oil and Gas, Inc. Regarding the Exchange of the Mineral Rights for the Real Property

Attachments: Ordinance No 028-2026
Contract to Exchange Real Property and Mineral Rights
Agreement Regarding Draco Pad
Agreement Regarding Draco Pad Highlighted
Comments from Dan Hoback
Mineral Sale Public Comments June 3 -11
Mineral Sale Public Comments June 12-15
Mineral Sale Public Comments June 15-22
Mineral Rights Public Comments June 22 - 23 (1 pm)

Mayor Pro Tem Bell made a motion to approve Ordinance 028-2026. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 10:28 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

2026-370 PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Approving the Erie Junction Duplex Special Review Use with a Condition

Attachments: Resolution 26-119
Staff Report
Staff Presentation
Applicant Materials
DRT Comments
Neighborhood Meeting Information
Public Hearing Notices
Preliminary Plat TC Resolution
Final Plat TC Resolution
Public Comment
PC Resolution

Mayor Moore opened the Public Hearing at 10:37 p.m.

Chris LaRue, Principal Planner, presented the item at 10:38 p.m.

Nick Jacobs, Applicant, presented at 10:46 p.m.

With no speakers in person or online virtually, Mayor Moore closed the

Public Comment portion of the Public Hearing at 10:53 p.m.

Mayor Pro Tem Bell made a motion to approve Resolution 26-119. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 10:53 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

VII. Council Member Reports and Announcements

Council Members thanked Being Better Neighbors for hosting Juneteenth, congratulations go out to Jacob Slavin, former Erie resident, for being the second American ever to win both the Olympic Gold Medal and the Stanley Cup in the same year, and wished everyone a very Happy Independence Day.

VIII. Town Manager Report

IX. Town Attorney Report

X. Executive Session

Mayor Pro Tem Bell made a motion to go into Executive Session. Council Member O'Connor seconded the motion. The motion passed by the following vote at 10:56 p.m.

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

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

2026-410 EXECUTIVE SESSION to hold a conference with attorneys pursuant to C.R.S. 24-6-402(4)(b) and (e) to receive legal advice and develop a strategy for and instruct negotiators related to construction defects on a Town Project

XI. Adjournment

Approved _____

Mayor

Attest _____
Town Clerk

Translation Services

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-28

Subject:
2026 Disability Pride Month Proclamation, Sponsors Council Members Emily Baer & Brian O'Connor

Department: Human Resources,

Presenter(s): Kat Hazel-Shimko, HR Buiness Partner

Time Estimate: 00

Fiscal Summary:
Cost as Recommended:
Balance Available:
Fund:
Line Item Number:
New Appropriation Required:

Policy Issues:
Town Council may approve proclamations for chosen topics.

Staff Recommendation:
Approve the Proclamation.

Summary/Key Points:

- Proclaims July 2026 as Disability Pride Month in the Town of Erie.
- Recognizes the contributions and diversity of individuals with disabilities.
- Reaffirm the Town's commitment to accessibility, inclusion, and equitable participation for all.

Background of Subject Matter:
Disability Pride Month is observed annually in July to recognize the contributions,

experiences, and achievements of people with disabilities as a valued aspect of human diversity. The observance coincides with the anniversary of the Americans with Disabilities Act (ADA), signed into law on July 26, 1990, which established important protections against discrimination and advanced accessibility and equal opportunity for individuals with disabilities.

Attachments:

1. Proclamation (2)

Disability Pride Month Proclamation

Whereas, each July, communities across the nation recognize Disability Pride Month to honor the strength, diversity, and contributions of people with disabilities and to promote a culture of inclusion, accessibility, and belonging; and

Whereas, disability is a natural and valued part of the human experience and intersects with every age, race, ethnicity, gender identity, sexual orientation, religion, and socioeconomic background; and

Whereas, building an equitable and accessible community requires a continued commitment to removing barriers, fostering inclusion, and ensuring that all individuals can fully participate in civic, social, recreational, educational, and professional life; and

Whereas, Disability Pride Month serves as an opportunity to recognize the ongoing work of disability advocates, community members, caregivers, and allies who strive to advance accessibility, inclusion, and equal opportunity for all; and

Whereas, this year's Disability Pride Month theme, "The World Works Better With Us," selected by the National Council of Self-Advocates of The Arc, recognizes that accessibility and inclusion are not benefits for a select few, but essential components of thriving communities; and

Whereas, the theme affirms that when workplaces, schools, public spaces, and communities are designed to include and support people with disabilities, everyone benefits from greater equity, innovation, and opportunity; and

Whereas, Disability Pride Month commemorates the signing of the Americans with Disabilities Act (ADA) into law by President George H. W. Bush on July 26, 1990. Marking a historic milestone in advancing civil rights, accessibility, and equal opportunity for people with disabilities across the United States; and

Now, therefore, the Town Council on behalf of the Town of Erie, does hereby proclaim that Disability Pride Month be celebrated from July 1-31, 2026, and we call upon all residents in the Town of Erie to observe this month with appropriate ceremonies, activities, and programs.

Dated this 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-29

Subject:
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

Department: Public Works,

Presenter(s): Kieth Fiebig, Town Engineer
David Pasic, Public Works Director

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:	$0
Balance Available:	$0.00
Fund:	N/A
Line Item Number:	
New Appropriation Required:	

Policy Issues:
Council must approve amendments to previously approved agreements.

Staff Recommendation:
Approve the Resolution

Summary/Key Points:

- Clarifies the drain inlet condition installed by Boulder County's Contractor.
- Clarifies the vegetation establishment area required from post-construction.

Background of Subject Matter:
An Intergovernmental Agreement (IGA) between the Town of Erie and Boulder County

was executed June 11, 2024, for Dam Rehabilitation Work by Boulder County on Prince Lake No. 1 located within the Town. The IGA included terms and conditions for construction and ongoing maintenance of the facilities. Construction is now substantially complete.

This amendment provides clarification of the as-built conditions of an inlet to be maintained by the Town and the vegetation establishment area required by the County for areas disturbed by construction.

Attachments:

1. Resolution 2026-122
2. Amendment
3. IGA 06-11-2024

Town of Erie
Resolution No. 2026-122

A Resolution of the Town Council of the Town of Erie Approving an Amendment to the Intergovernmental Agreement Between Boulder County and the Town of Erie for the Prince Lake Rehabilitation Project

Whereas, on June 11, 2024, the Town of Erie ("Town") and Boulder County entered into an Intergovernmental Agreement Between Boulder County and the Town of Erie Re: Rehabilitation of Prince Lake No. 1 ("Intergovernmental Agreement") for the Prince Lake Rehabilitation Project; and

Whereas, the Town and Boulder County desire to amend the Intergovernmental Agreement.

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

Section 1. The Amendment to the Intergovernmental Between Boulder County and the Town of Erie Re: Rehabilitation of Prince Lake ("Amendment") 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 Amendment on behalf of the Town.

Adopted this 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Amendment to the Intergovernmental Agreement Between Boulder County and the Town of Erie Re: Rehabilitation of Prince Lake No. 1

This AMENDMENT to the Intergovernmental Agreement regarding Rehabilitation of Prince Lake No. 1 ("Amendment") is entered into by and between the County of Boulder, a body corporate and politic of the State of Colorado (the "County") and the Town of Erie, a Colorado home rule municipality (the "Town"), each a "Party" and collectively referred to herein as the "Parties."

Recitals

The Parties entered into an Intergovernmental Agreement Between Boulder County and the Town of Erie Re: Rehabilitation of Prince Lake No. 1 on June 11, 2024 (the "Agreement"). The County has substantially completed the Prince Lake Dam No. 1 Rehabilitation Project in accordance with the Agreement. However, the Town has raised concerns about the new toe drain weir box that was installed in the Town's existing storm inlet box located in the roadside ditch at the toe of the dam along 111th Street. The Town is concerned that the toe drain weir box may impede the Town's ability to maintain the storm inlet and reinforced concrete pipe outlet beneath the road that conveys flows from the roadside ditch to the drainage channel.

To resolve these concerns and in consideration of the mutual covenants below, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree to the following:

1. Effective Date and Enforceability. This Amendment will not be effective or enforceable until it is approved and signed by both Parties.

2. Limits of Effect. This Amendment is incorporated by reference into the Agreement. The Agreement, and all prior amendments thereto, if any, will remain in full force and effect except as specifically modified herein.

3. Modifications to the Agreement.

    a. Paragraph 3 of the Agreement is amended as follows:

        The Town approves of the County's rehabilitation of the Reservoir in accordance with the Plans and Exhibit B. The Town shall have the right to review and approve any material changes to the Plans once this Agreement is executed.

    b. Paragraph 5 of the Agreement is amended as follows:

        i. County Responsibilities: The County will be responsible for the following:

a. Ongoing maintenance of all improvements installed by the County as part of the Plans and Exhibit B, including all improvements located on property owned by the Town, except as otherwise indicated in Paragraph 5.b.ii.
b. Revegetation of disturbed areas on the property owned by the Town.

ii. Town Responsibilities: The Town will be responsible for the following:
a. Continued maintenance of the existing inlet and reinforced concrete pipe outlet on the property owned by the Town.
b. Maintenance of all vegetation on the property owned by the Town once vegetation is reestablished and the stormwater permit is closed out. Re-establishment will be achieved when 70% vegetation of the entire disturbed area is established and field verified and accepted by the Town of Erie to execute closeout of the stormwater permit.
c. Repair or replacement of the Turf Reinforcement Mat if it is damaged during the Town's maintenance on the property.

iii. The County will not hold the Town liable for any repairs or maintenance of the toe drain weir box and associated fabrications installed within the storm inlet box, if damage occurs during the course of regular maintenance (e.g., jetting and cleaning of the outlet pipe).

iv. The Town grants the County a license to enter property owned by the Town to inspect, maintain, and repair and infrastructure constructed pursuant to the Plans and Exhibit B. If the County provides anything other than routine inspections or maintenance of the Town-owned property, the County will provide advance notice to the Town before any maintenance or repair work is completed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County	
Signature:	
Name:	
Title:	
Date:	
↓↓*For Board-signed documents only*↓↓	
Attest Signature:	*Initial*
Attestor Name:	
Attestor Title:	

Approved as to Form:
Vladimir Ryazanov
Boulder County Attorney's Office

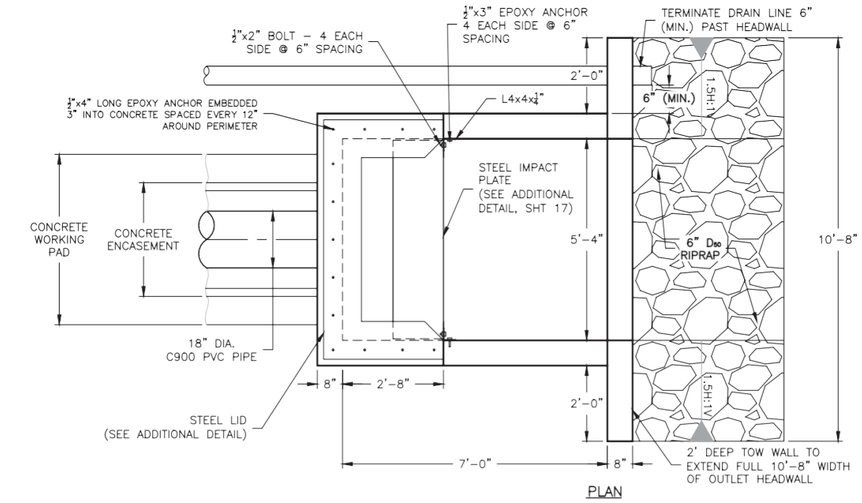
Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

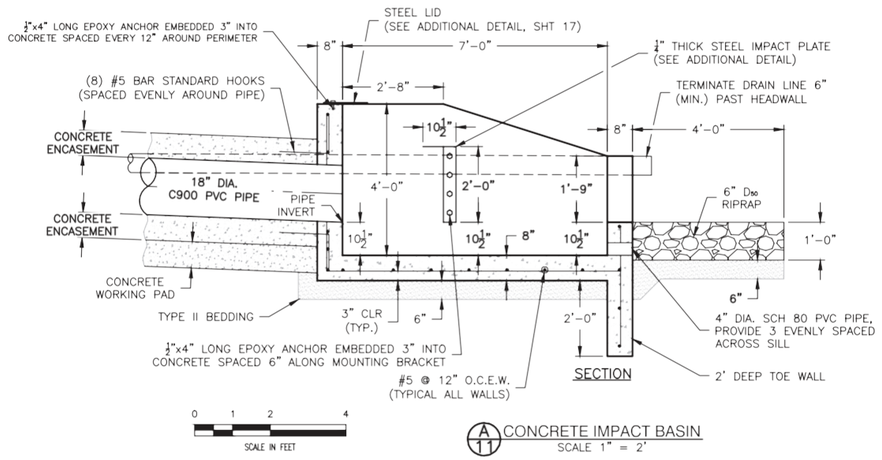
Attest:

_____
Debbie Stamp, Town Clerk

ExhibitB

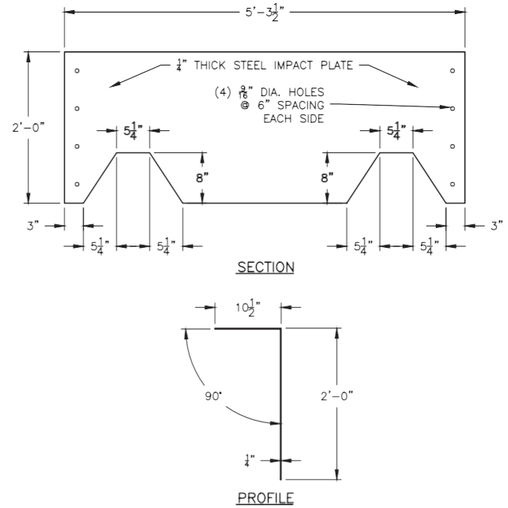


PLAN



SECTION

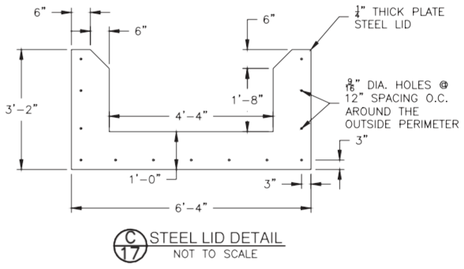
A/11 CONCRETE IMPACT BASIN
SCALE 1" = 2'



SECTION

PROFILE

B/17 STEEL IMPACT PLATE DETAIL
NOT TO SCALE

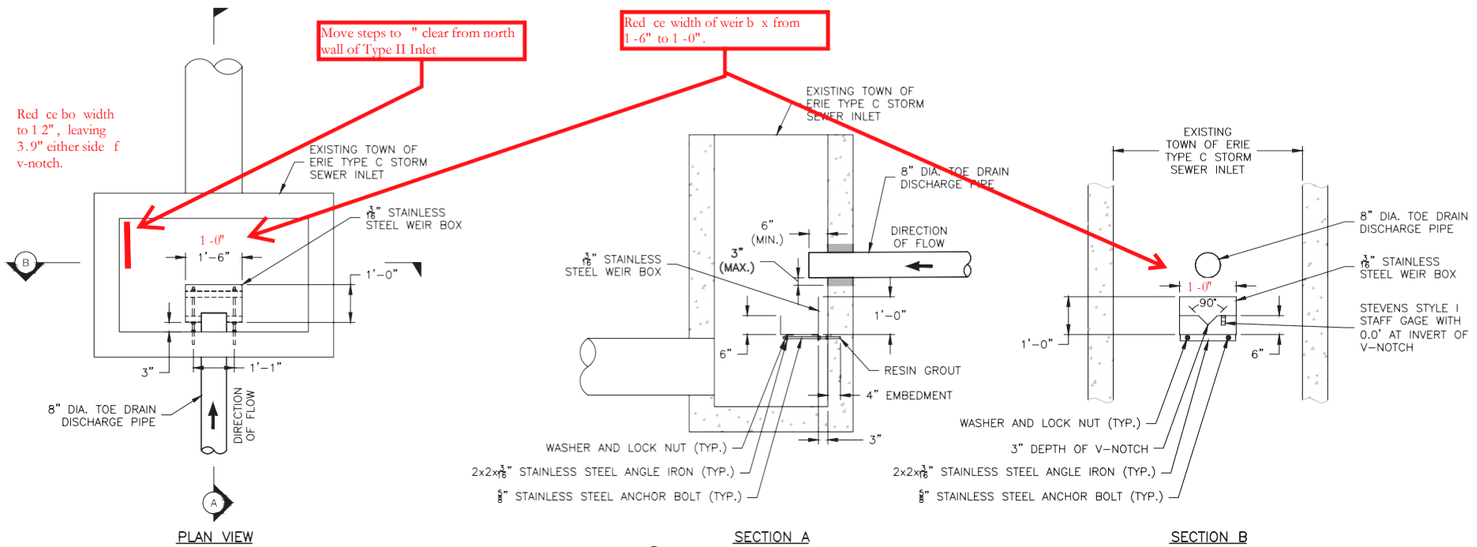


C/17 STEEL LID DETAIL
NOT TO SCALE

Red ce bo width to 1 2", leaving 3.9" either side f v-notch.

Move steps to " clear from north wall of Type II Inlet

Red ce width of weir b x from 1 -6" to 1 -0".



D/7 TOE DRAIN WEIR BOX
SCALE 1" = 2'

ISSUED FOR CONSTRUCTION

Applegate Group, Inc.
Water Resource Advisors for the West
1490 West 121st Ave., Suite 100
Denver, CO 80234
(303) 452-6611
Fax: (303) 452-2759
email: info@applegategroup.com Website: www.applegategroup.com

PRINCE LAKE No 1 DAM REHABILITATION

OUTLET STRUCTURE DETAILS

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SDD Final Review

REVISIONS

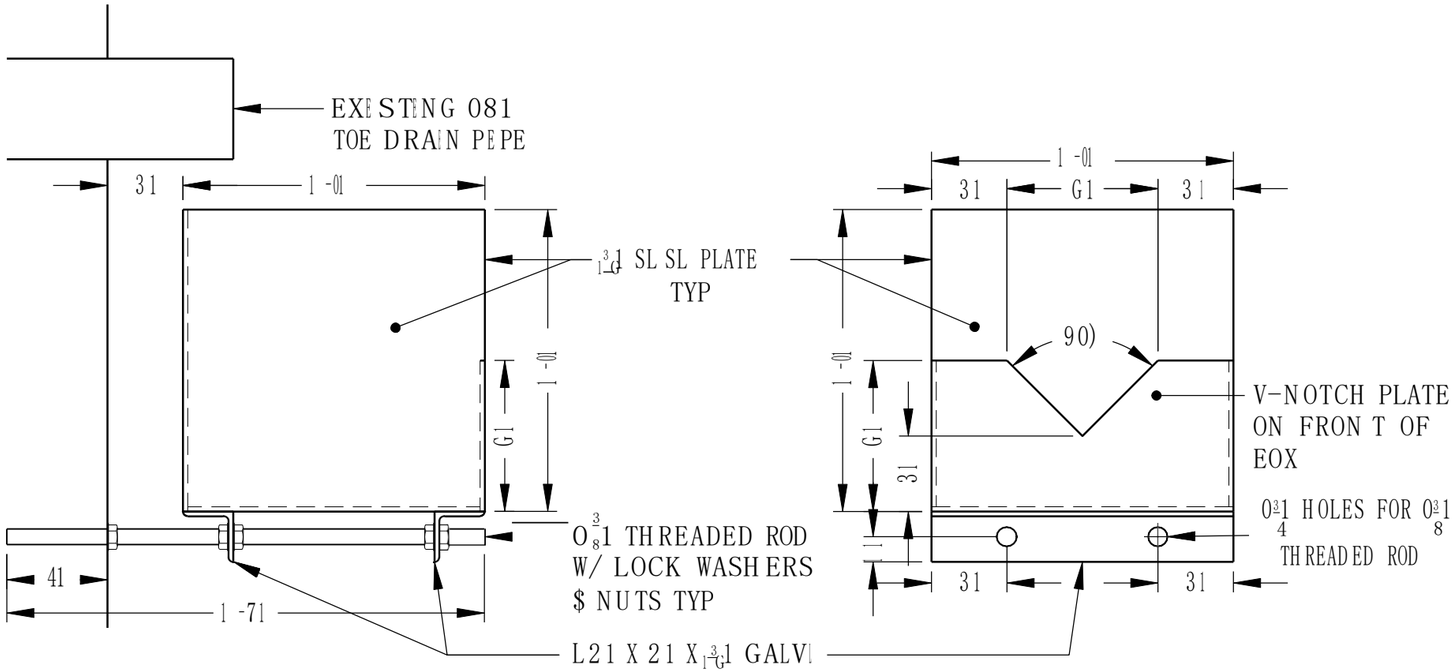
Date: 17/OCT/23
Job No: 21-129
Drawn: LD/TH
Design: SS
Checked: TD
Scale: As Noted

COLORADO LICENSED SHANE SCHMIDT 43364 PROFESSIONAL ENGINEER 10/20/23

Sheet: 17
Of: 20

Filing No. C - 2118

Plot Date: 10/20/23-8:48am, Plotted by:mlkd, Drawing Path: N:\21129 Prince Lake No 2 Dam\Drawings\Plan Set\Drawing Name=Prince Dam Details Exhibit.dwg



TOE DRAIN WEIR BOX DETAILS

NOTES:

1. 3/8" FILLET WELDS REQUIRED FOR ALL CORNER JOINTS AND LAP JOINTS ON WEIR BOX.
2. SPRING DRAIN WEIR BOX SHALL BE STAINLESS STEEL.

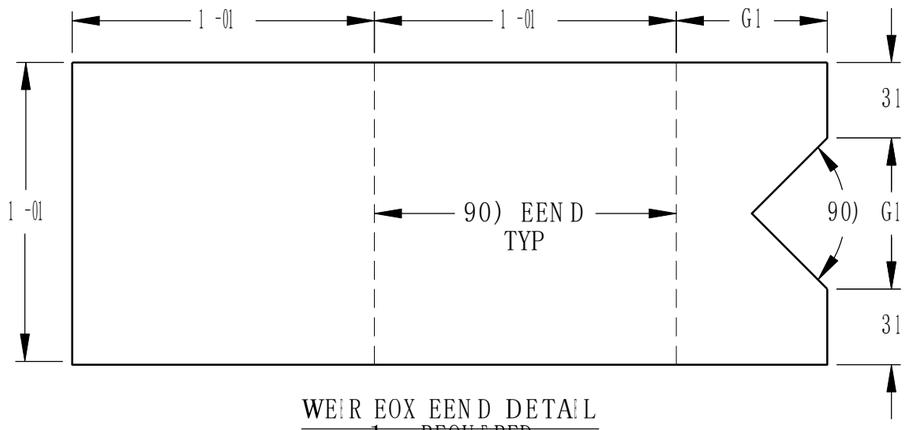
ACTION:

- [x] No Exceptions Taken
- [ ] Make Correction Noted
- [ ] Revise and Resubmit
- [ ] Submit Specific Items (s)
- [ ] Other _____

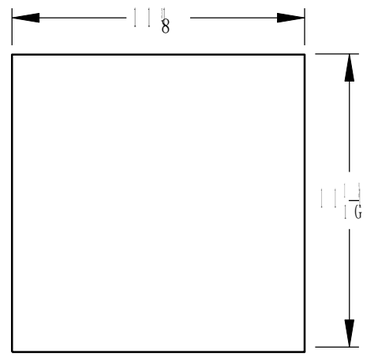
Submittal document review by Applegate Group, Inc. is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the Plans and Specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the jobsite; fabrication process and techniques of construction; coordination of his work with that of other trades; and the satisfactory performance of his/her work.

Steven Smith / Engineer — 4/22/26

Signature/Title — Date



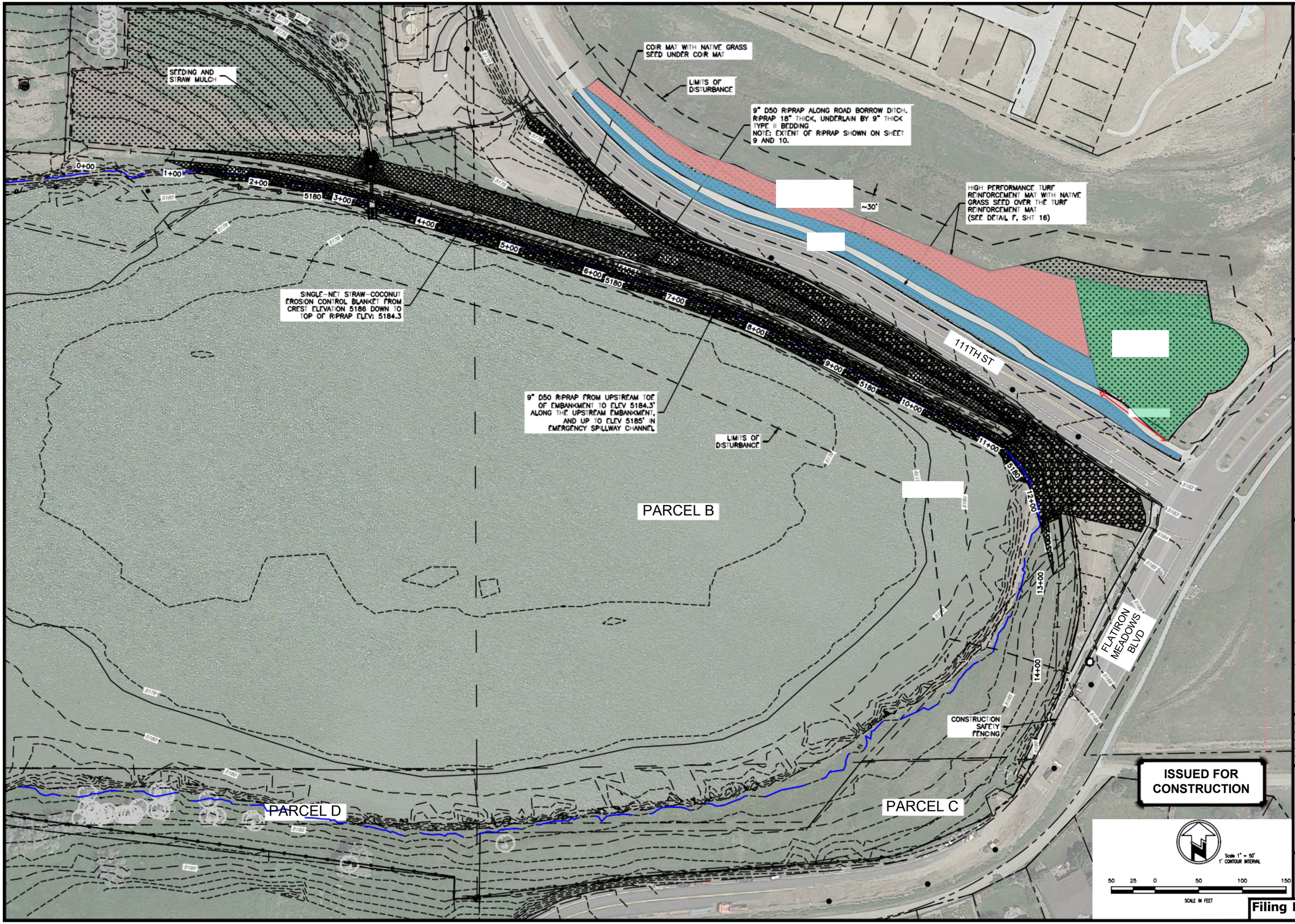
WEIR BOX BEND DETAIL
1 - REQUIRED



WEIR BOX SIDES DETAIL
2 - REQUIRED

OUT FOR APPROVAL

DEE *ANUFACTURING GREELEY+ CO 80G31 970-392-9800	SE*A CONSTRUCTION+ INC. SLOL #2G-1244+2		WEIR BOX SUE*ETTAL DRAWING
			DRAWN LF 04/1G/202G APPROVED REVISION - SHEET 1



Applegate Group, Inc.
Water Resource Advisors for the West
1490 West 121st Ave., Suite 100
Denver, CO 80234
(303) 452-6611
Fax: (303) 452-2759
email: info@applegategroup.com Website: www.applegategroup.com

PRINCE LAKE No 1 DAM REHABILITATION

REVEGETATION PLAN

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SEO Final Review

REVISIONS

Date:	17/OCT/23
Job No:	21-129
Drawn:	LD/TH
Design:	SS
Checked:	TD
Scale:	1" = 50'

COLORADO LICENSED STEVEN SMITH 43364 PROFESSIONAL ENGINEER

ISSUED FOR CONSTRUCTION

Sheet: **18**
Of: **20**

Filing No. C - 2118

DocuSign Envelope ID: ADD3F05B-2E1C-4E6C-8AB2-678A961E0BE8

Intergovernmental Agreement Between Boulder County and the Town of Erie Re: Rehabilitation of Prince Lake No. 1

This Intergovernmental Agreement related to rehabilitation of the Prince Lake No. 1 Dam ("Agreement") is entered into this 11th day of June, 2024, by and between the County of Boulder, a body corporate and politic of the State of Colorado (the "County"), and the Town of Erie, a Colorado home rule municipality (the "Town"), each a "Party" and collectively referred to herein as the "Parties."

Recitals

Whereas, the Parties are authorized to enter into this Agreement pursuant to C.R.S. §§ 29-1-201, *et seq.*;

Whereas, the County owns Prince Lake No. 1 (the "Reservoir"), a water storage reservoir in unincorporated Boulder County located in Section 27, Township 1N, Range 69W of the 6th P.M.;

Whereas, the Reservoir was constructed in 1879 and was decreed to store water for irrigation. The water stored in Reservoir is used primarily for the irrigation of Boulder County Open Space property;

Whereas, the Reservoir was historically classified as a Low Hazard dam by the Colorado Division of Water Resources Dam Safety Branch ("Dam Safety Branch"), but the classification was recently upgraded to a Significant Hazard dam;

Whereas, the County desires to rehabilitate the Reservoir and its dam to comply with the Dam Safety Branch's current classification requirements and to reduce the flood risk to downstream homes, property, and public infrastructure located in the Town and to comply with the new classification;

Whereas, the County has completed plans to rehabilitate the dam to create mitigations to reduce the potential for failure from a 50-year precipitation event to a 1,000-year precipitation event. A copy of the plans are attached hereto and incorporated herein as Exhibit A (the "Plans");

Whereas, among other elements, the Plans call for raising the dam height, installing a toe drain, modernizing and enlarging the outlet works, and enlarging the spillway and armoring it with riprap, all to increase the Reservoir's safety;

Whereas, the toe of the Reservoir's dam abuts the incorporated boundary of the Town and the right of way for 111th Street, a Town road. In order for the County to construct the Reservoir rehabilitation in accordance with the Plans, it will be necessary for the County to perform construction activities and place improvements on portions of the Town's property; and

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Whereas, the Parties are entering into this Agreement to set forth the conditions under which the County may use the Town's property to rehabilitate the Reservoir.

Now, Therefore, in consideration of the mutual covenants below, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree to the following terms:

Term and Conditions

1. The Recitals set forth above are incorporated herein and made a part of this Agreement.

2. The County has applied to the Federal Emergency Management Agency ("FEMA") for a Hazard Mitigation Grant. If the County is awarded a Hazard Mitigation Grant, it is anticipated that construction will commence in 2024. If a Hazard Mitigation Grant is not awarded to the County, construction will be delayed until funding is secured.

3. So long as the remaining elements of this Agreement are met, the Town approves of the County's rehabilitation of the Reservoir in accordance with the Plans. The Town shall have the right to review and approve any material changes to the Plans once this Agreement is executed.

4. The County shall be responsible for obtaining all permits required in order to construct the Reservoir rehabilitation in accordance with the Plans including, without limitation applicable Town and/or County building, stormwater quality, and right-of-way permits, and any applicable state or federal permits.

5. The County accepts responsibility for ongoing maintenance of all improvements installed as part of the Plans, specifically including all improvement located on property owned by the Town. The Town hereby grants the County a license to enter property owned by the Town in order to inspect, maintain, and repair any infrastructure constructed pursuant to the Plans. If the County will be providing anything other than routine inspections or maintenance of any Town-owned property, the County will provide advance notice to the Town before any maintenance or repair work is completed.

6. The Plans call for installation of Turf Reinforcement Mat for erosion protection as shown in Exhibit A on private property belonging to HT Flatiron LP, a Texas Limited Partnership, whose property is located below the Reservoir within the Town of Erie (the "Flatiron Property"). The County has contacted HT Flatiron LP to seek permission to install the Turf Reinforcement Mat on the Flatiron Property. The Town is in negotiations to acquire the Flatiron Property that will be affected by construction of the Plans. If the Town acquires this property from HT Flatiron LP, this Agreement shall control the Flatiron Property affected by the Plans and shall supersede and replace any agreement reached between the County and HT Flatiron LP about any impact of the Plans on the Flatiron Property.

DocuSign Envelope ID: ADD3F05B-2E1C-4E6C-8AB2-678A961E0BE8

7. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party by the other Party, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the representative to whom it is addressed or in lieu of such personal services, upon receipt in the United States mail, first-class postage prepaid, addressed to the following:

Town of Erie:
Town Manager
Town of Erie
P.O. Box 750
Erie, CO 80516

Boulder County:
Director
Boulder County Parks & Open Space
P.O. Box 471
Boulder, CO 80306

With a copy to:
Office of the Boulder County Attorney
P.O. Box 471
Boulder, CO 80306

Either Party may change its address for the purpose of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph.

8. It is expressly understood and agreed that 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 contained in this Agreement shall give or allow any claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

9. Neither of the Parties may assign this Agreement, or parts hereof, or its duties hereunder without the express written consent of the other Party.

10. This Agreement may be amended or modified only in writing signed by both Parties. Either Party may terminate this Agreement by providing 90 days'-written notice to the other Party, but once the dam rehabilitation project has been completed pursuant to the Plans, the County's maintenance obligation shall survive any termination of the Agreement.

11. This Agreement constitutes the entire agreement between the Parties relating to the rehabilitation of Prince Lake No. 1. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

DocuSign Envelope ID: ADD3F05B-2E1C-4E6C-8AB2-678A961E0BE8

12. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, with venue in Boulder County for any litigation related to this Agreement.

13. Each Party agrees to be responsible for its own negligent actions or omissions and those of its officers, agents, and employees in the performance or failure to perform the Work under this Agreement. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

14. Nothing herein shall be construed as a waiver of the rights and privileges of the Town or the County under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*.

15. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101-121.

In Witness Whereof, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

Town of Erie, Colorado

Justin Brooks, Mayor

MR

Attest:

Debbie Stamp, Town Clerk

County of Boulder

Ashley Stolzmann

Ashley Stolzmann, Chair July 3, 2024

Board of County Commissioners

Attest:

Matthew Ramos

Clerk to the Board of Commissioners

Approved as to Form:

Vladimir Ryazanov

Boulder County Attorney's Office

Certificate Of Completion

Envelope Id: ADD3F05B2E1C4E6C8AB2678A961E0BE8
Status: Completed
Subject: OFS # 303530; IGA; Town of Erie; $0.00
Type of Document:
BOCC Signed Contract
Department/Office: Parks and Open Space
Source Envelope:
Document Pages: 25 Signatures: 2
Certificate Pages: 2 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Rosa Brohm
2025 14th St
Boulder, CO 80302
rbrohm@bouldercounty.org
IP Address: 147.154.25.18

Record Tracking

Status: Original
6/21/2024 1:53:24 PM
Holder: Rosa Brohm
rbrohm@bouldercounty.org
Location: DocuSign

Signer Events	Signature	Timestamp
Therese Glowacki tglowacki@bouldercounty.org Director, Parks and Open Space Boulder County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.107.70.37	Sent: 6/21/2024 2:08:25 PM Viewed: 6/24/2024 9:31:48 AM Signed: 6/24/2024 9:32:34 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Matthew Ramos 38095@bouldercounty.org Clerk to the Board Boulder County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.107.70.37	Sent: 6/24/2024 9:34:01 AM Viewed: 7/2/2024 9:49:52 AM Signed: 7/2/2024 9:50:01 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ashley Stolzmann 37477@bouldercounty.org Boulder County Commissioner Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.107.70.37	Sent: 7/2/2024 9:52:09 AM Viewed: 7/3/2024 9:14:40 AM Signed: 7/3/2024 9:14:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Matthew Ramos 38095@bouldercounty.org Clerk to the Board Boulder County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 24.8.81.15	Sent: 7/3/2024 9:16:29 AM Viewed: 7/3/2024 9:17:13 AM Signed: 7/3/2024 9:17:20 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Obadiah Broughton obroughton@bouldercounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/3/2024 9:18:50 AM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/21/2024 2:08:25 PM
Envelope Updated	Security Checked	6/25/2024 11:18:04 AM
Certified Delivered	Security Checked	7/3/2024 9:17:13 AM
Signing Complete	Security Checked	7/3/2024 9:17:20 AM
Completed	Security Checked	7/3/2024 9:18:50 AM
Payment Events	**Status**	**Timestamps**

DocuSign Envelope ID: ADD3F05B-2E1C-4E6C-8AB2-678A961E0BE8

Exhibit A

PRINCE LAKE NO. 1
CONSTRUCTION PLANS
BOULDER COUNTY, COLORADO
DAM I.D.: 060209, WATER DIVISION 1, WATER DISTRICT 6
OCTOBER, 2023

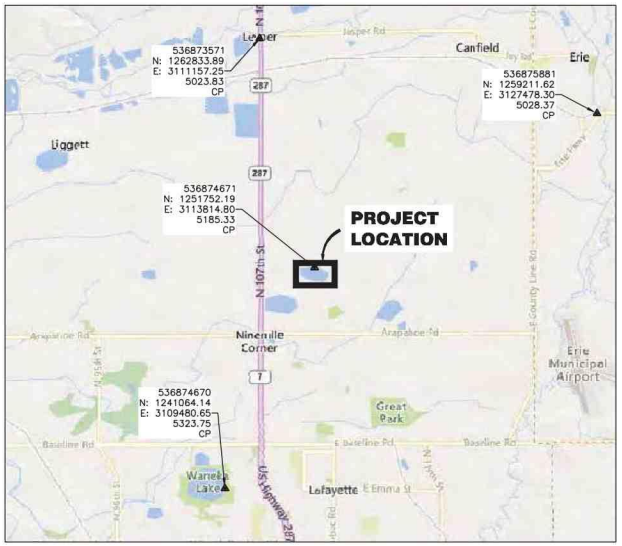
OWNER: BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT
5201 ST. VRAIN ROAD
LONGMONT, CO 80503
(303) 413-7077

ENGINEER: APPLEGATE GROUP, INC.
1490 W. 121st AVENUE
SUITE 100
DENVER, CO 80234
(303) 452-6611

GEOTECH: CESARE, INC.
7108 S. ALTON WAY
CENTENNIAL, CO 80112
(303) 220-0300

SURVEYOR: ASCENT GEOMATICS SOLUTIONS
8620 WOLFF CT
WESTMINSTER, CO 80031
(303) 928-7128

VICINITY MAP
SCALE 1" = 3000'





LOCATION MAP
NOT TO SCALE

These plans have been prepared by me or under my direct supervision.

Steven A. Smith
Colorado P.E. No. 43364

Approved on the 24 day of OCT, 20 23

State Engineer

By: _____
John Hunyadi, Chief, Colorado Dam Safety
Colorado P.E. 42709

These plans represent the AS-CONSTRUCTED conditions of _____ Dam to the best of my knowledge and judgment, based in part on information furnished by others, as of the _____ day of _____, 20__.

Steven A. Smith
Colorado P.E. No. 43364

COLORADO 811
KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

ISSUED FOR CONSTRUCTION

Applegate Group, Inc.
Water Resource Advisors for the West
1490 West 121st Ave., Suite 100
Denver, CO 80234
(303) 452-6611
Fax: (303) 853-3759
email: info@applegategroup.com Website: www.applegategroup.com

PRINCE LAKE No 1 DAM REHABILITATION

COVER SHEET

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	REVISIONS	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SEO Final Review	

Date: 17/OCT/23
Job No: 21-129
Drawn: LD/TH
Design: SS
Checked: TD
Scale: As Noted

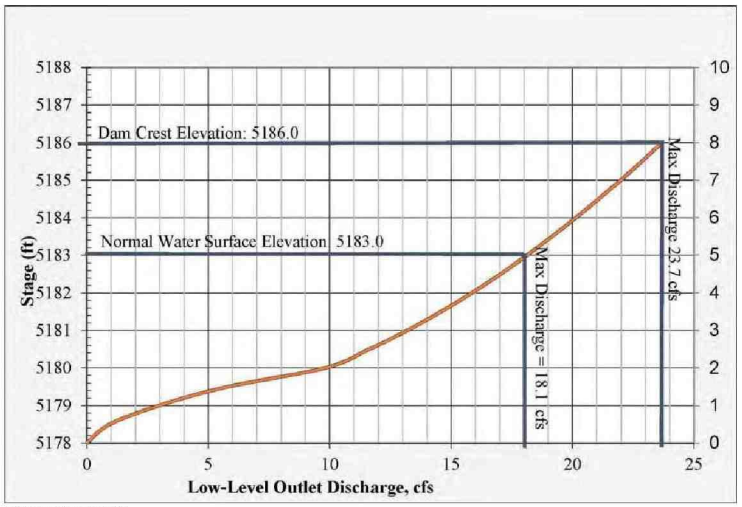
Sheet: 1
Of: 20

Filing No. C - 2118

Plot Date: 10/20/23 - 8:43am, Plotted by:mlobb, Drawing Path: N:\21129 Prince Lake No. 2 Dam\Drawings\Civil Set\Drawing Name\Prince Dam Cover sheet.dwg

DocuSign Envelope ID: ADD3F05B-2E1C-4E6C-8AB2-678A961E0BE8

OUTLET WORKS DISCHARGE RATING CURVE



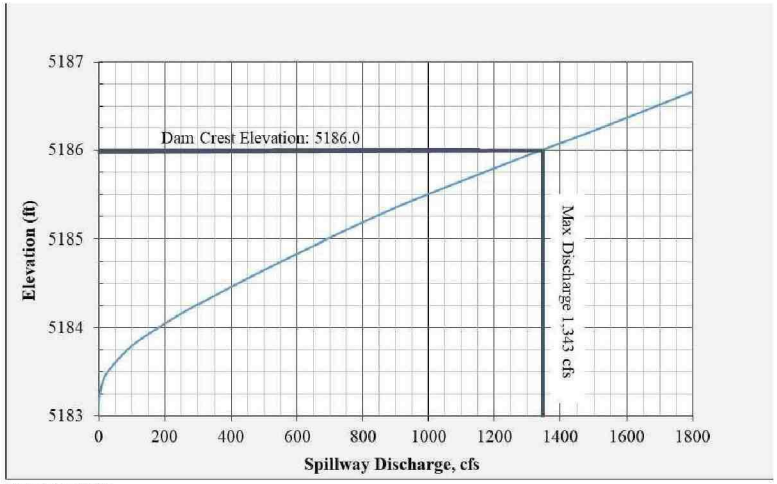
Outlet Works Discharge Equation

$Q = 4F\text{-}06H^5 - 0.0003H^4 + 0.0088H^3 - 0.0963H^2 + 0.5681H + 0.0113$

H(ft) = Gage Height(ft) = WSE(ft) − 5178.0 ft

Note: Outlet works discharge shown in hydraulics table was determined as the minimum of 18" orifice flow and 18" pipe discharge. Orifice discharge calculated using orifice flow equation: Orifice Coef x Sqrt (2 x g x h) x Orifice Area; Orifice Coef = 0.62. Pipe discharge calculated based on Hazen Williams minor losses and Bernoulli Equation for energy conservation. Hazen Williams Coef = 150. Entrance Loss Coef = 0.5. Exit Loss Coef = 1. The 5th order polynomial curve equation shown above was determined using a trendline in Excel, and had a resulting R^2=0.999.

SPILLWAY DISCHARGE RATING CURVE



Spillway Discharge Equation

Q (cfs) =82.611*H2/+209.01*H-65.263, where H is the depth of water over the spillway crest, WSEL minus the spillway crest elevation of 5183 feet. Spillway discharge calculated with HEC-RAS using a 1D model reach for the spillway, connected to the downstream 2D model to accurately model tailwater effects on spillway discharge. The 2-order polynomial above was fit to the resulting spillway rating table, resulting in an R2/ of 0.997.

Sheet List Table

No.	Sheet Title
1	COVER SHEET
2	HYDRAULIC DATA AND SHEET LIST
3	GEOTECHNICAL DATA
4	EXISTING SITE PLAN
5	EXCAVATION PLAN
6	PROPOSED SITE PLAN
7	MAXIMUM DAM SECTION
8	DAM PLAN AND PROFILE
9	DAM CROSS-SECTIONS 1
10	DAM CROSS-SECTIONS 2
11	OUTLET PLAN AND PROFILE
12	SPILLWAY PLAN AND PROFILE
13	TOE DRAIN PLAN AND PROFILE
14	INLET DETAILS
15	FILTER DIAPHRAGM, OUTLET ENCASEMENT AND TOE DRAIN DETAILS
16	OUTLET AND UPSTREAM RIPRAP DETAILS
17	OUTLET STRUCTURE DETAILS
18	REVEGETATION PLAN
19	EROSION AND SEDIMENT CONTROL PLAN
20	EROSION CONTROL DETAILS

General Notes

1. Contractor is responsible for obtaining any permits required to perform the work depicted on the construction plans.
2. Contractor is responsible for repairing all damage to existing infrastructure resulting from construction activities.
3. Site access and construction activities limited to 8:00 am to 5:00 pm.
4. Survey Datum:
   a. Horizontal Datum: NAD 1983 HARN State Plane Colorado North FIPS 0501, U.S. Foot.
   b. Vertical Datum: North American Vertical Datum 1988
5. Benchmarks:
   a. CP 1252. Easting 3109480.6506', Northing 1241064.1380'. Elevation 5323.75'.
   b. CP OAM3650. Easting 3111157.2476', Northing 1267833.8883'. Elevation 5023.83'.
   c. CP 2537. Easting 3127478.2957', Northing 1259211.6177'. Elevation 5028.37'.
6. Onsite control points are No.5 Rebar with plastic cap, set "flush with the surface, and have the following coordinates in NAD 1983 HARN State Plane Colorado North FIPS 0501, U.S. Foot.

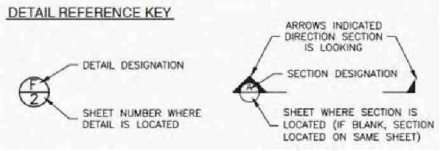
Name	Northing	Easting	Elevation (NAVD 1988)
OAM1251	1251336	3114595	5186.423
OAM1253	1251751	3113815	5185.336

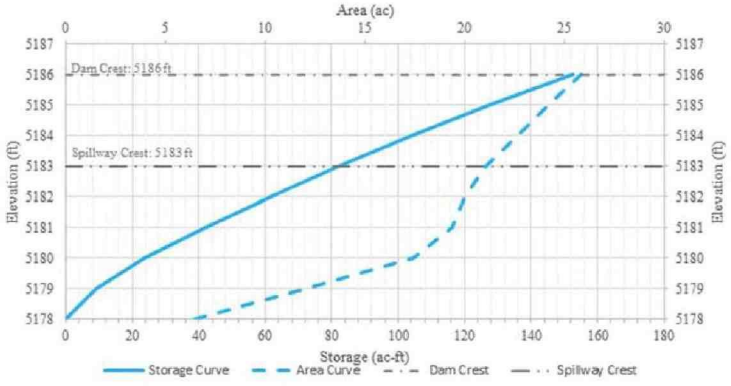
Utilities

1. Location of existing utilities is shown according to the best information available. Type, size, location, and number of utilities are approximate as shown on the drawings Existing utilities shall be verified by the Contractor prior to start of construction. Contractor shall notify the Engineer of any discrepancies.
2. Prior to commencement of construction, the Contractor shall contact all utilities to coordinate scheduling. Should any conflicts or construction relocations or other interruptions in service be required, the Contractor shall coordinate utility scheduling with his work.

Reservoir Data	Value
Jurisdictional Height	12 feet
Structural Height	15 feet
Spillway Type	Riprap Lined Channel
Spillway Invert Elevation	5,183 feet
Normal Water Surface Elev	5,183 feet
Normal Storage Capacity	82 ac-ft
Max Storage Capacity	153 ac-ft
Dam Crest Elevation	5,186 feet
Dam Crest Width	13 feet
Normal Freeboard	3 feet
Upstream Slope	3H:1V
Downstream Slope	2H:1V to 3H:1V
Hazard Classification	Significant
Hydrologic Hazard Group	Significant
Low Level Outlet Works	
Inlet Invert Elev (ft)	5178
Outlet Invert Elev (ft)	5176.51
Capacity (cfs) at Spillway Crest	18
Pipe Type	18" Dia. SDR 32.5 PVC
Hydrologic Information	
Drainage Basin Area (acres)	344
Design Storm	0.1% AEP Local 2-hr
Design Rainfall Depth (in)	4.152
IDF Peak Inflow (cfs)	1,160
IDF Peak Discharge (cfs)	694
IDF Peak Water Surface Elev (ft)	5185
Max Spillway Flow at Dam Crest (cfs)	1,343

DETAIL REFERENCE KEY





Prince Lake No. 1 Dam Elevation-Area-Capacity and Hydraulics Table

Gage Height	Elevation	Area	Storage	Discharge (cfs)	
				Low-Level	
Ft	ft	ac	ac-ft	Outlet	Spillway
[A]	[B]	[C]	[D]	[E]	[F]
0.0	5178.0	6.50	0.00	0.00	
0.5	5178.5	9.28	4.57	0.94	
1.0	5179.0	12.06	9.13	2.95	
1.5	5179.5	14.74	16.46	5.76	
2.0	5180.0	17.42	23.79	9.83	
2.5	5180.5	18.39	32.98	11.63	
3.0	5181.0	19.35	42.17	13.19	
3.5	5181.5	19.69	52.02	14.58	
4.0	5182.0	20.03	61.86	15.85	
4.5	5182.5	20.55	72.13	17.03	
5.0	5183.0	21.06	82.40	18.13	0.00
5.5	5183.5	21.86	93.33	19.16	28.00
6.0	5184.0	22.65	104.25	20.15	184.00
6.5	5184.5	23.42	115.98	21.08	423.06
7.0	5185.0	24.18	127.66	21.98	694.44
7.5	5185.5	25.01	140.16	22.84	1000.00
8.0	5186.0	25.83	152.66	23.68	1342.86

Notes:

[A] Gage height based on Elevation 5178.0 feet at Gage Height 0.0 feet.
[B] Elevation based on October 2021 survey by Ascent Geomatics Solutions.
[C] Surface area based on October 2021 survey by Ascent Geomatics Solutions.
[D] Storage volume calculated in CAD based on October 2021 survey by Ascent Geomatics Solutions.
[E] Low-level outlet discharge calculated as the minimum of 18" orifice flow and 18" pipe discharge. Orifice discharge calculated using orifice flow equation: Orifice Coef x Sqrt (2 x g x h) x Orifice Area; Orifice Coef = 0.62. Pipe discharge calculated based on Hazen Williams minor losses and Bernoulli Equation for energy conservation. Hazen Williams Coef = 150. Entrance Loss Coef = 0.5. Exit Loss Coef = 1.
[F] Spillway discharge calculated with HEC-RAS using a 1D model reach for the spillway, connected to the downstream 2D model to accurately model tailwater effects on spillway discharge. A 2-order polynomial was fit to the resulting spillway rating table, resulting in an R2/ of 0.997. The resulting polynomial is Q=82.611*H2/+209.01*H-65.263, where H is the depth of water over the spillway crest, WSEL minus the spillway crest elevation of 5183 feet.

ISSUED FOR CONSTRUCTION

Applegate Group, Inc.
Water Resource Advisors for the West
1490 West 121st Ave., Suite 100
Denver, CO 80234
(303) 452-6611
Fax: (303) 452-2759
email: info@applegategroup.com Website: www.applegategroup.com

PRINCE LAKE No 1 DAM REHABILITATION

HYDRAULIC DATA AND SHEET LIST

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO.	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SEO Final Review

Date: 17/OCT/23
Job No: 21-129
Drawn: LD/TH
Design: SS
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Sheet: 2 Of: 20

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CESARE, INC.
Geotechnical Engineers & Construction Materials Consultants

FIGURE 2
Boring Location Plan

PROJECT NO:	21.3065
PROJECT NAME:	Prince Lake No. 1
DRAWN BY:	ZLM
CHECKED BY:	JAC2
DWG DATE:	10.06.21
REV. DATE:	--

ISSUED FOR CONSTRUCTION

Applegate Group, Inc.
Water Resource Advisors for the West
1490 West 121st Ave., Suite 100
Denver, CO 80234
(303) 452-6611
Fax: (303) 452-2759
email: info@applegategroup.com Website: www.applegategroup.com

PRINCE LAKE No 1 DAM REHABILITATION

GEOTECHNICAL DATA

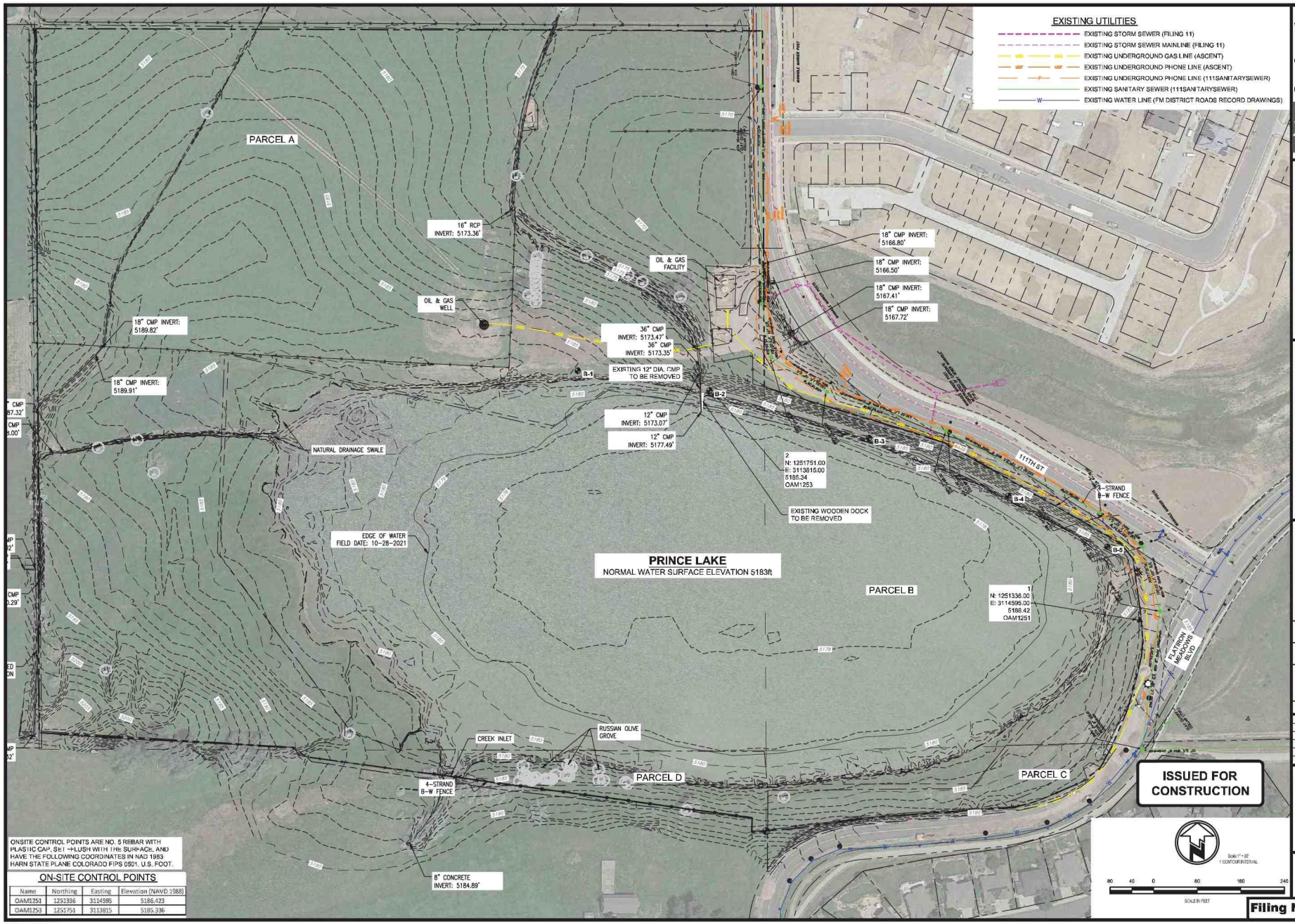
BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SEO Final Review

Date: 17/OCT/23
Job No: 21-129
Drawn: LD/TH
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Sheet: 3 Of: 20

Filing No. C - 2118



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PRINCE LAKE No 1 DAM REHABILITATION

EXISTING SITE PLAN

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

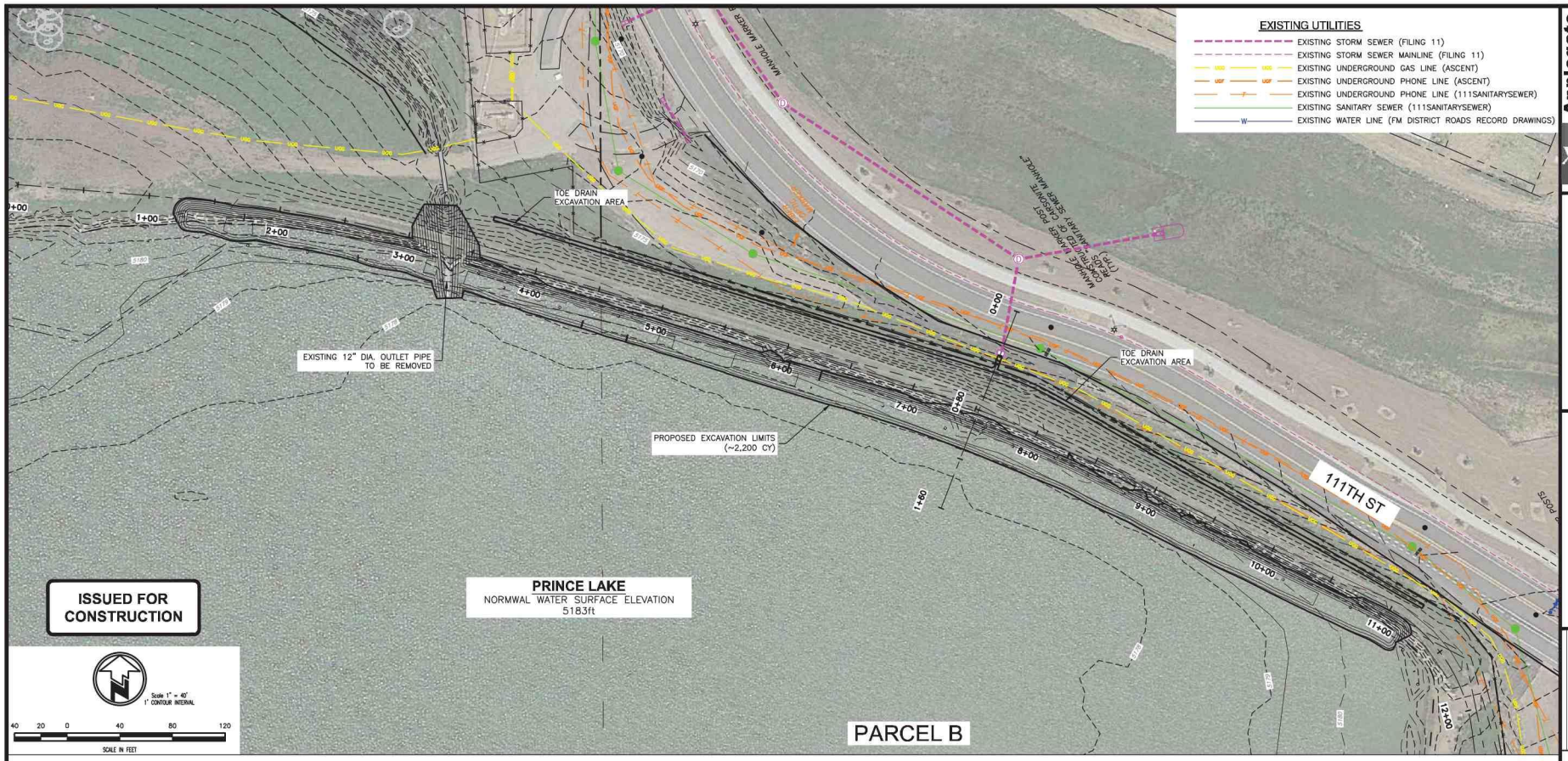
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PRINCE LAKE No 1 DAM REHABILITATION

EXCAVATION PLAN

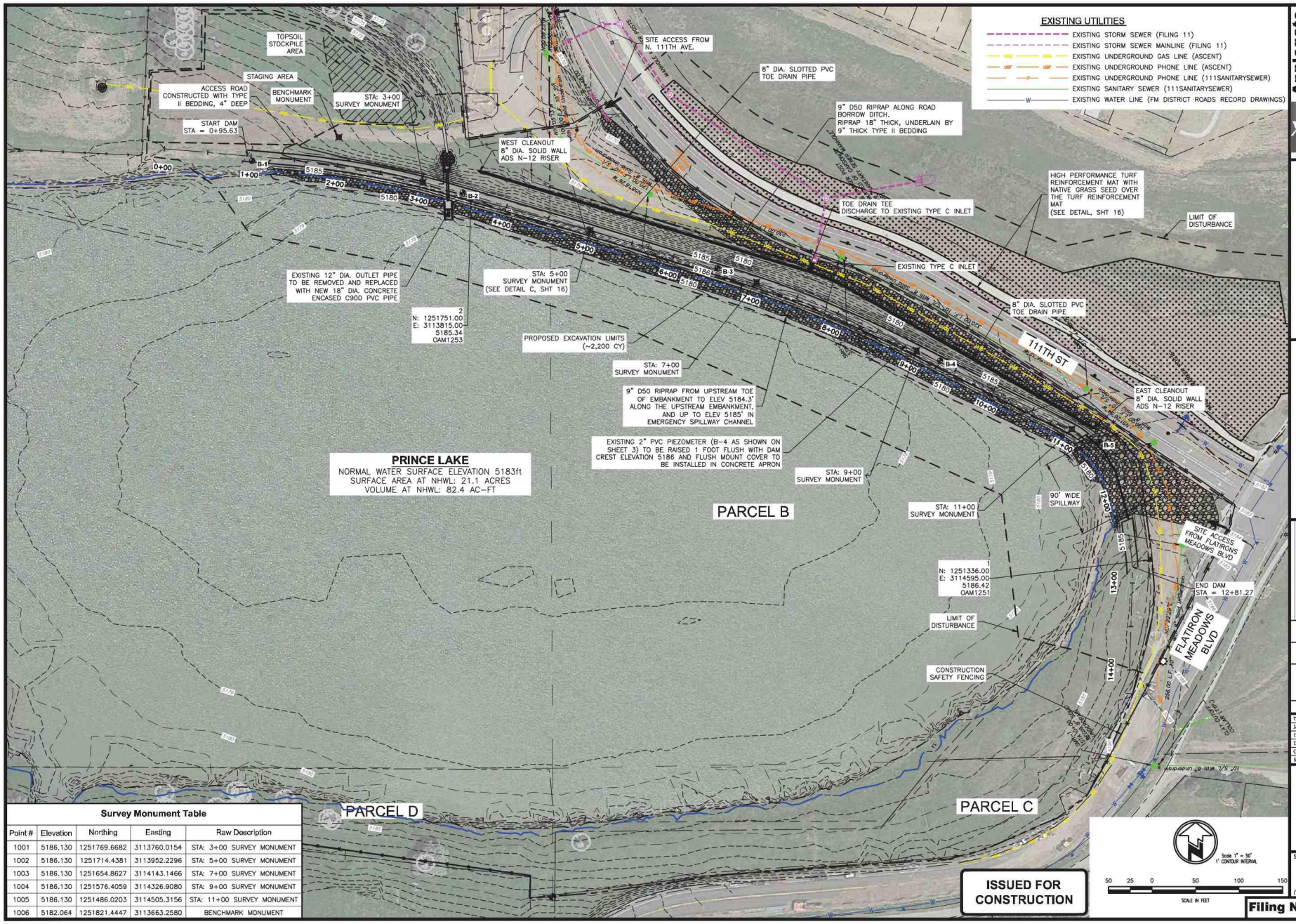
BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
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Date: 17/OCT/23
Job No: 21-129
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PRINCE LAKE No 1 DAM REHABILITATION

PROPOSED SITE PLAN

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SEO Final Review

Date: 17/OCT/23
Job No: 21-129
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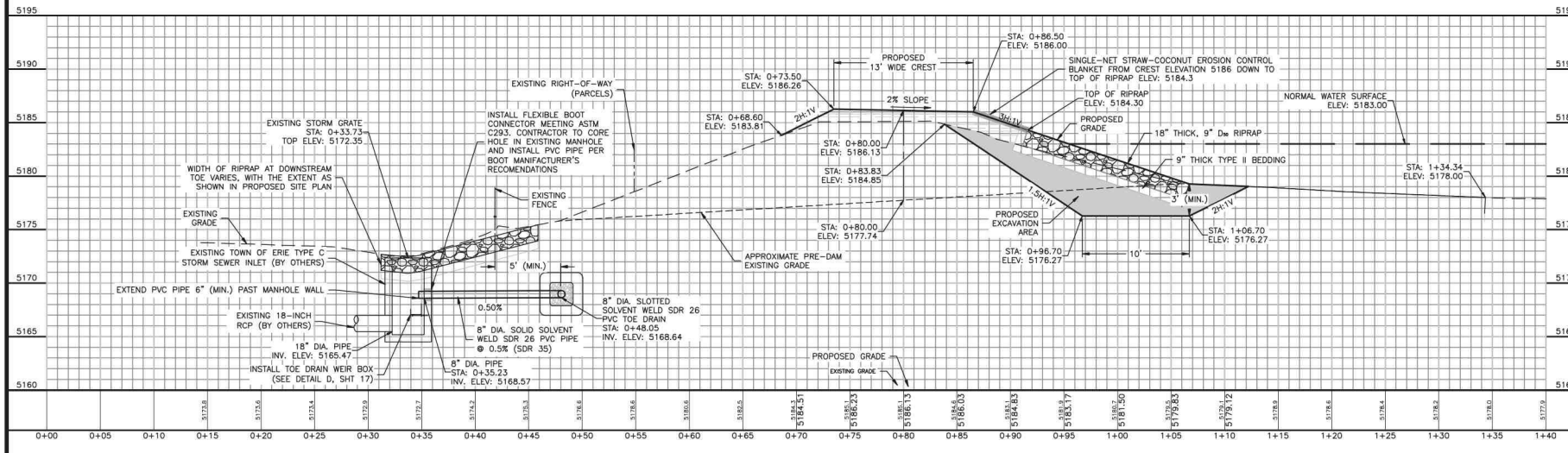
COLORADO LICENSED STEVEN SCOTT 43364 PROFESSIONAL ENGINEER

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DAM SECTION AT DAM CENTERLINE STATION 8+50
SCALE 1" = 5'

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PRINCE LAKE No 1 DAM REHABILITATION

MAXIMUM DAM SECTION

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

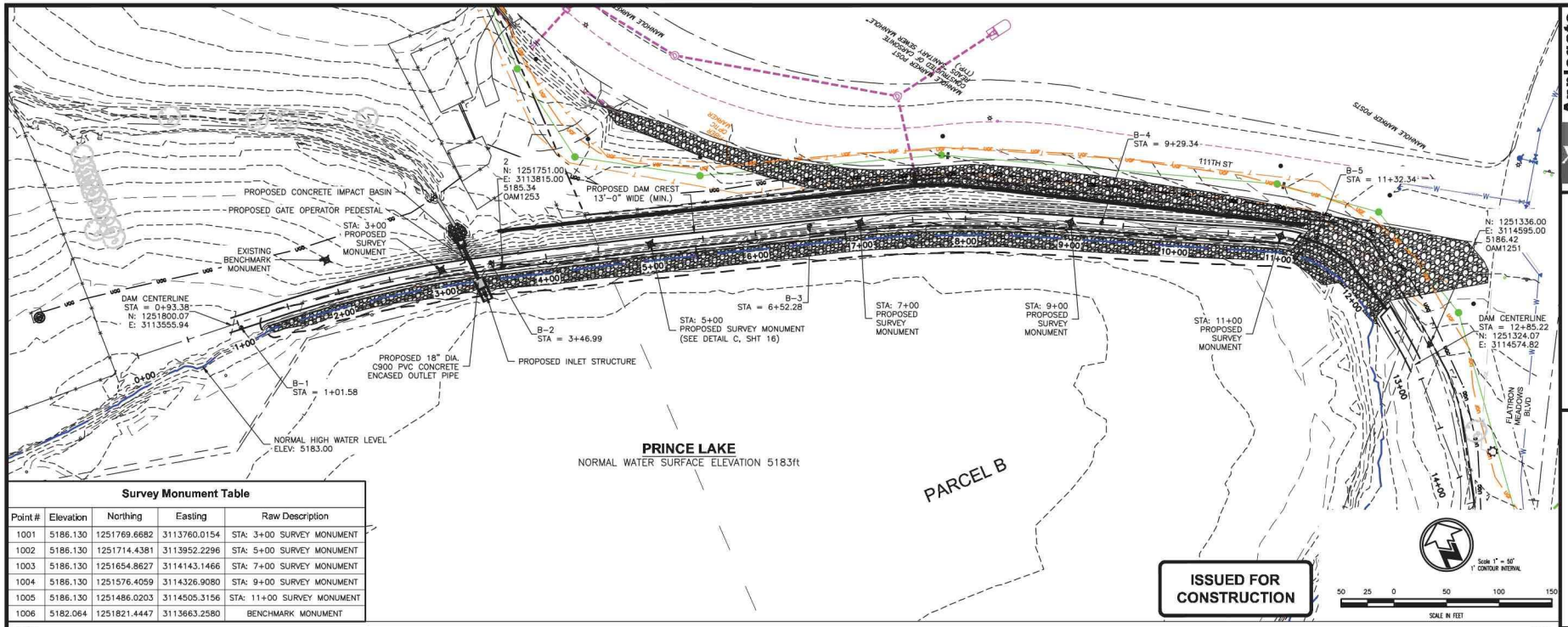
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Sheet: 7 Of: 20

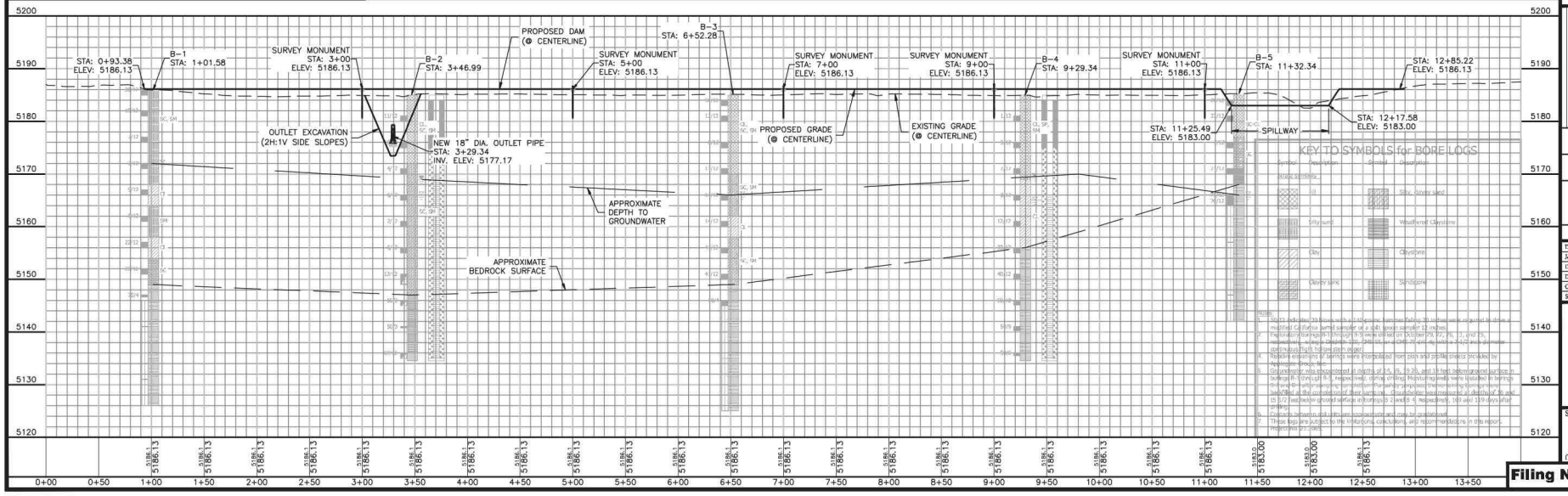
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Survey Monument Table

Point #	Elevation	Northing	Easting	Raw Description
1001	5186.130	1251769.6682	3113760.0154	STA: 3+00 SURVEY MONUMENT
1002	5186.130	1251714.4381	3113952.2296	STA: 5+00 SURVEY MONUMENT
1003	5186.130	1251654.8627	3114143.1466	STA: 7+00 SURVEY MONUMENT
1004	5186.130	1251576.4059	3114326.9080	STA: 9+00 SURVEY MONUMENT
1005	5186.130	1251486.0203	3114505.3156	STA: 11+00 SURVEY MONUMENT
1006	5182.064	1251821.4447	3113663.2580	BENCHMARK MONUMENT



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PRINCE LAKE No 1 DAM REHABILITATION

DAM PLAN AND PROFILE

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SEO Final Review

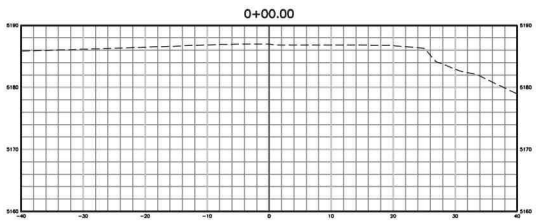
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Job No:	21-129
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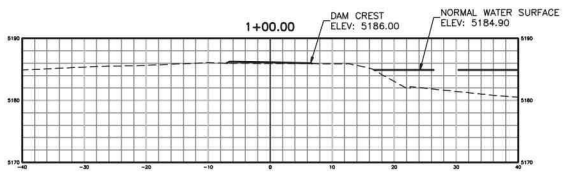
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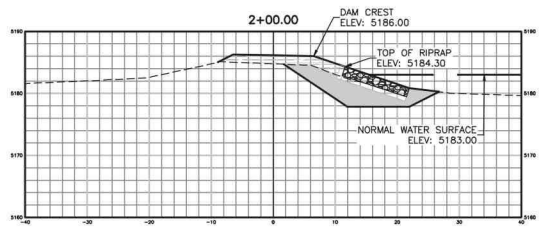
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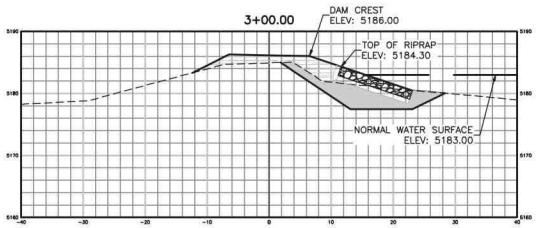
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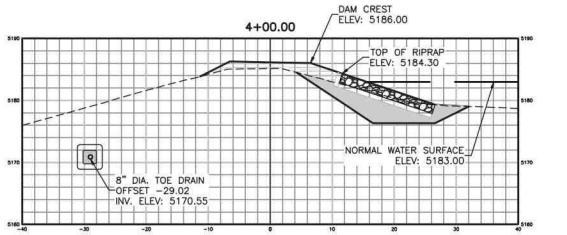
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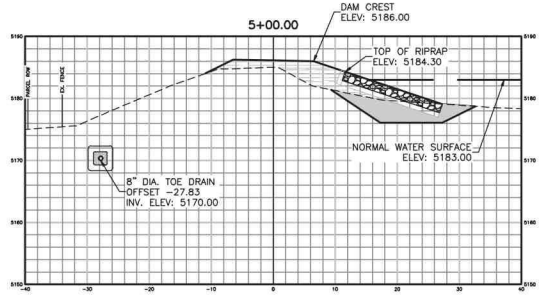


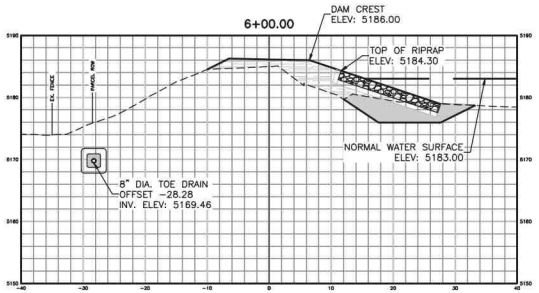


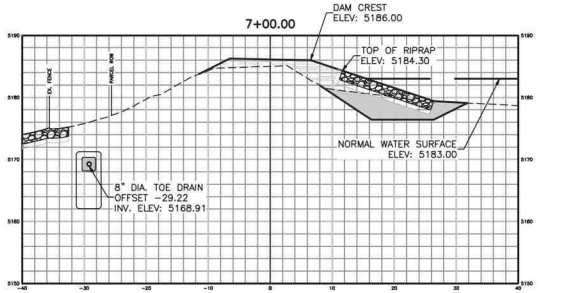


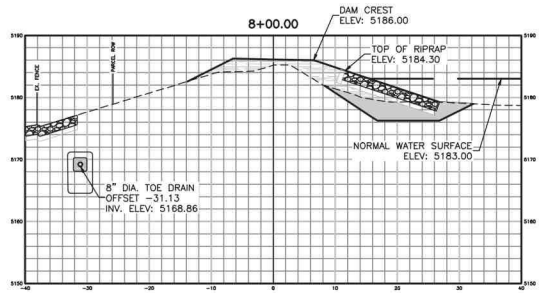












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PRINCE LAKE No 1 DAM REHABILITATION

DAM CROSS-SECTIONS 1

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SEO Final Review

Date:	17/OCT/23
Job No:	21-129
Drawn:	LD/TH
Design:	SS
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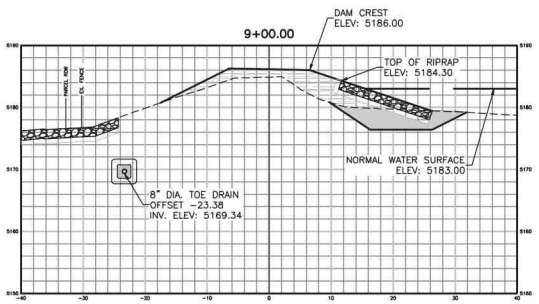
COLORADO LICENSED STEVEN SMITH 43364 PROFESSIONAL ENGINEER

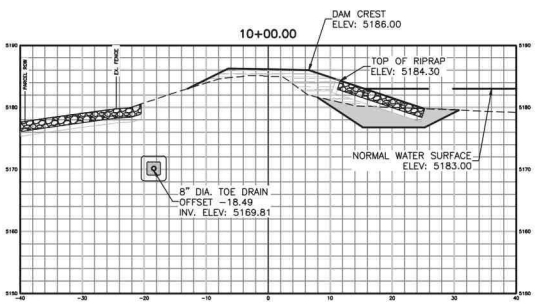
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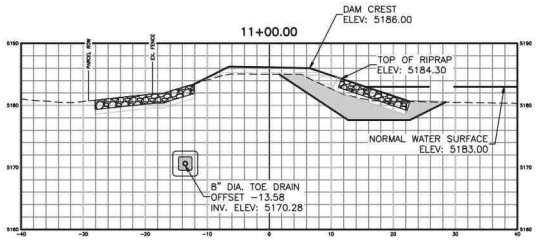
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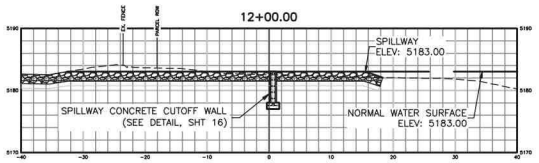
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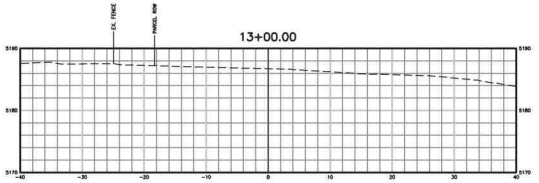
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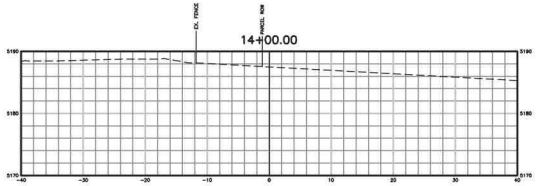












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PRINCE LAKE No 1 DAM REHABILITATION

DAM CROSS-SECTIONS 2

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

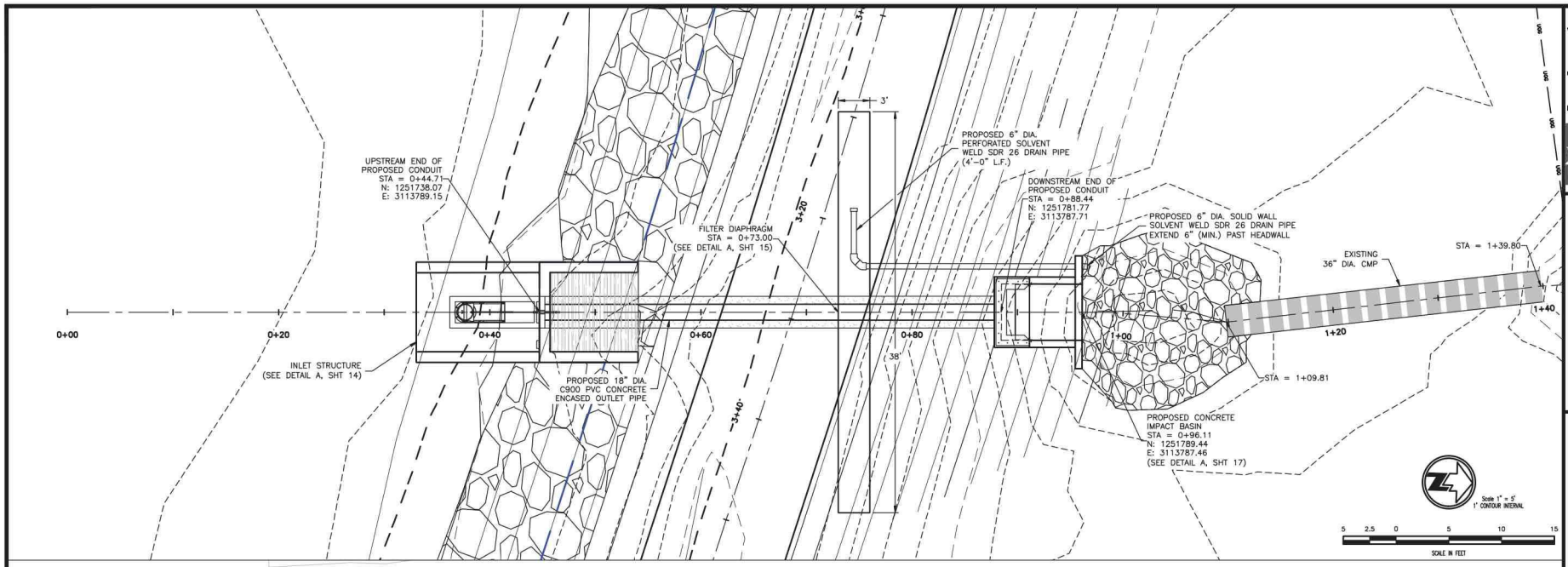
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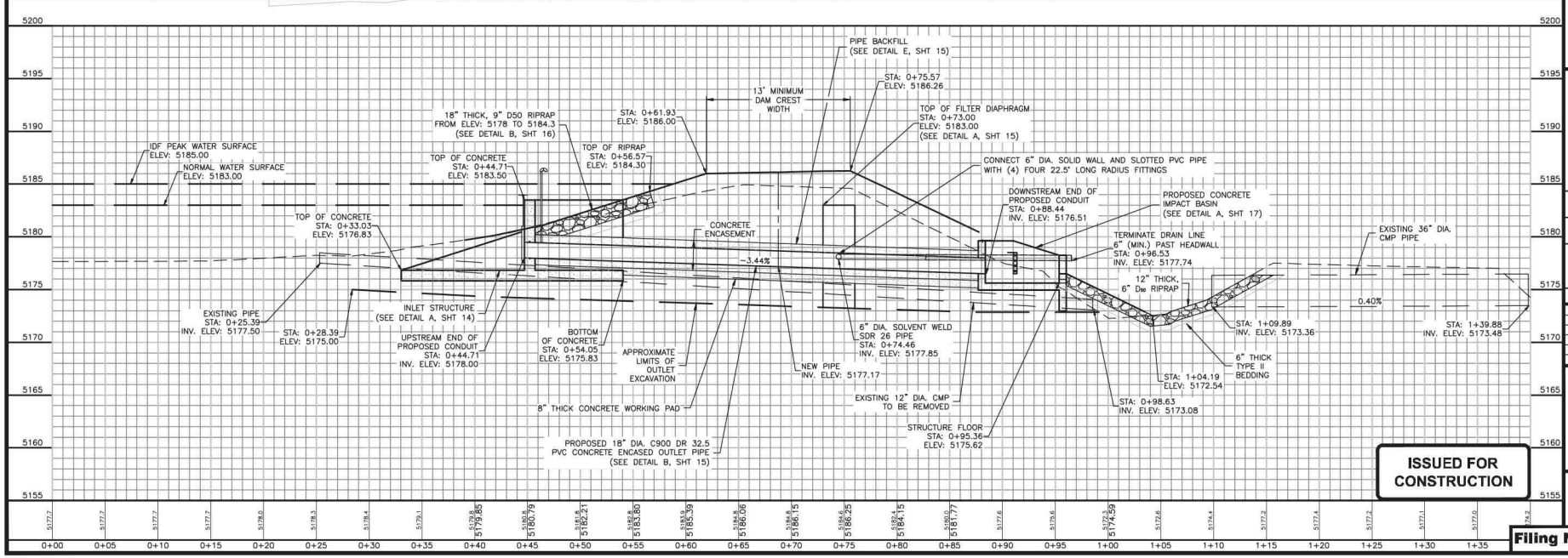
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PRINCE LAKE No 1 DAM REHABILITATION

OUTLET PLAN AND PROFILE

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SEO Final Review

Date: 17/OCT/23
Job No: 21-129
Drawn: LD/TH
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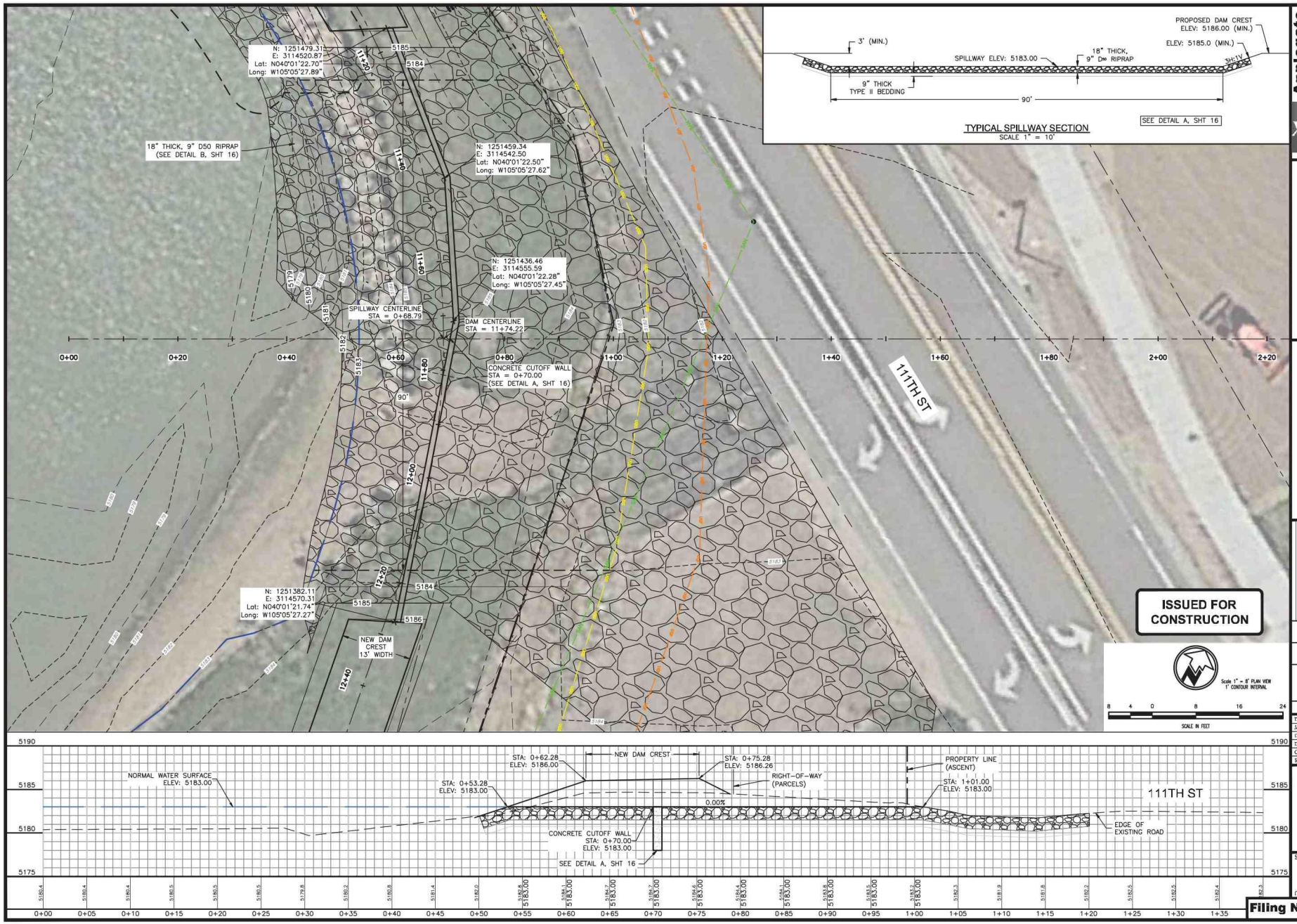
COLORADO LICENSED STEVEN SMITH 43364 PROFESSIONAL ENGINEER

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PRINCE LAKE No 1 DAM REHABILITATION

SPILLWAY PLAN AND PROFILE

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

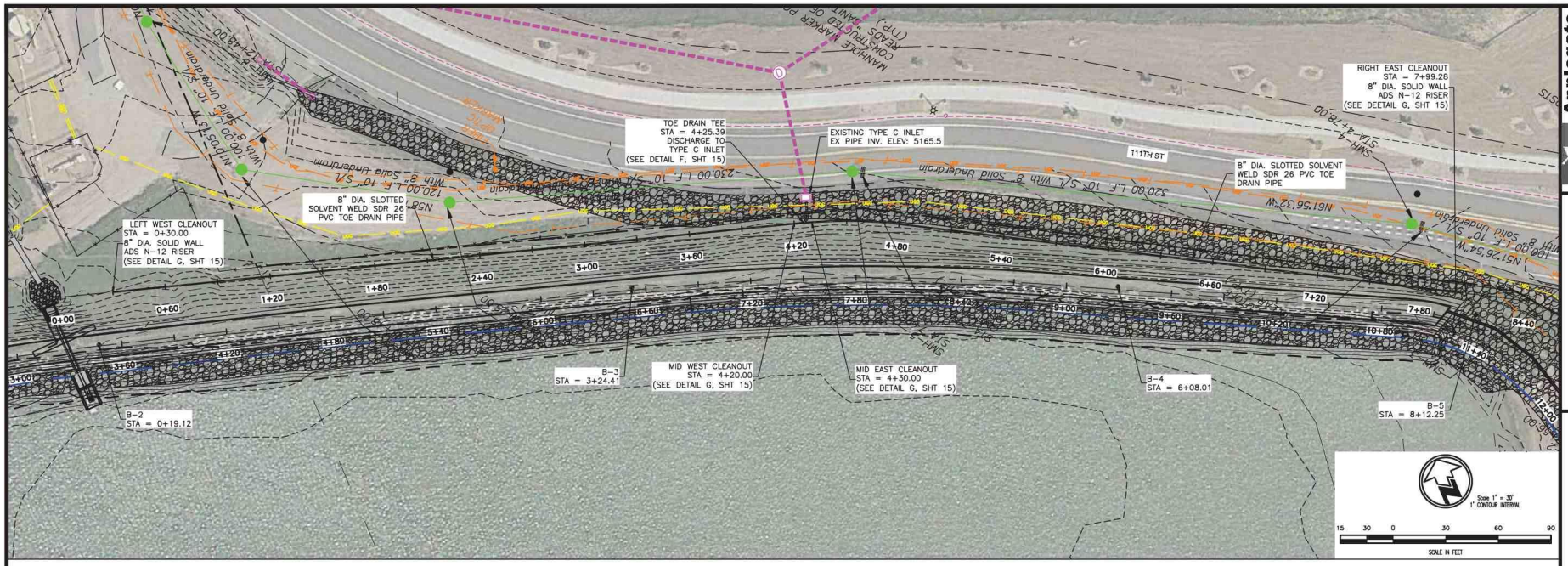
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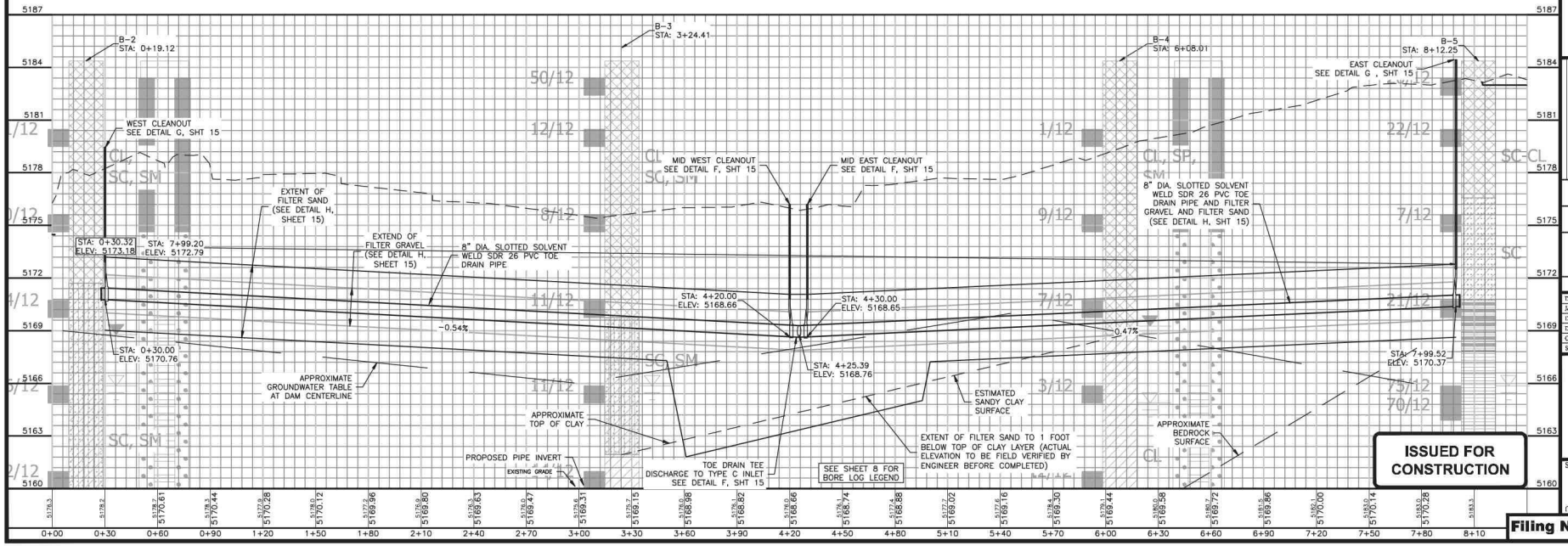
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Sheet: 12 of: 20

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PRINCE LAKE No 1 DAM REHABILITATION

TOE DRAIN PLAN AND PROFILE

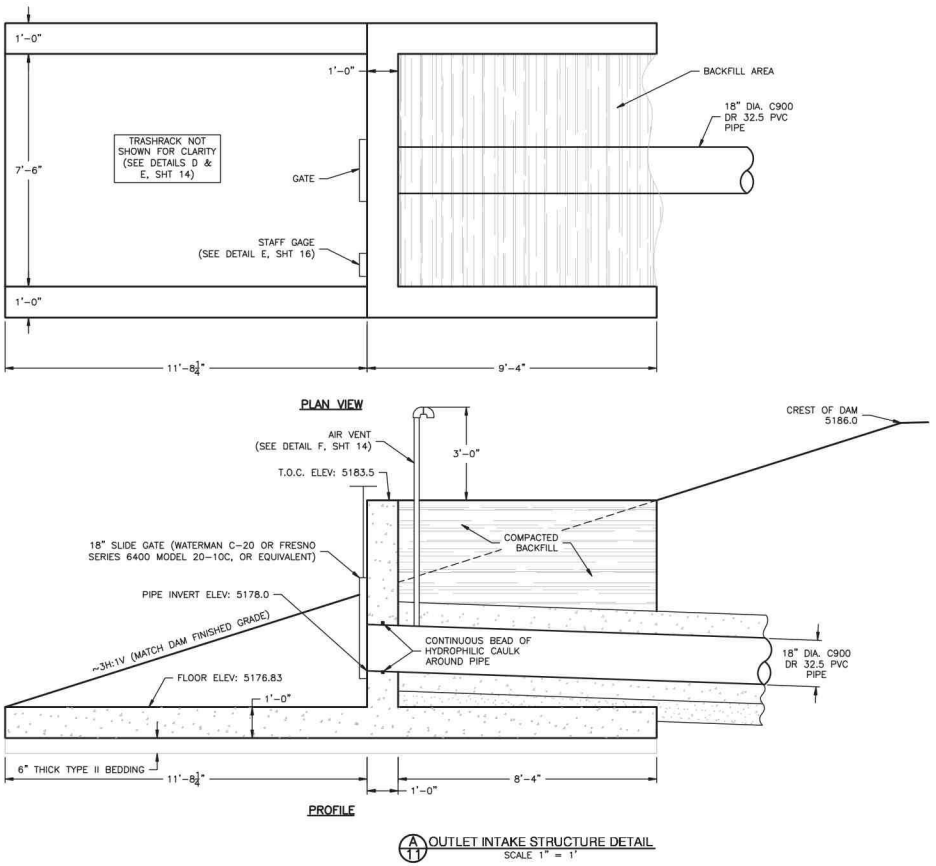
BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

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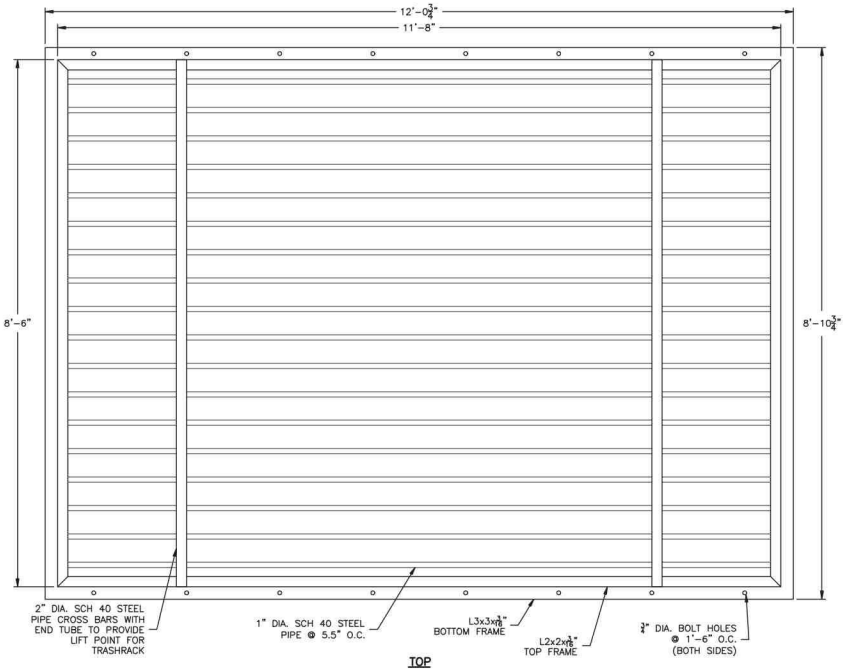
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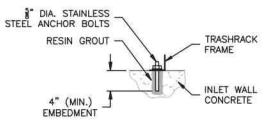
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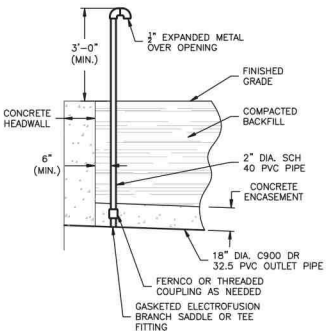
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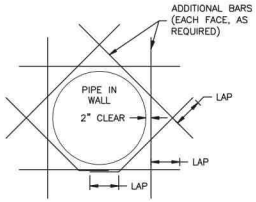
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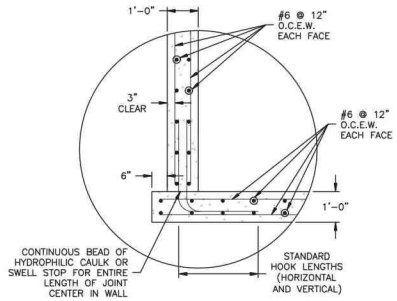
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SCALE 1" = 1'



F 14 AIR VENT DETAIL
NOT TO SCALE



B 14 REINFORCEMENT AROUND OPENINGS
NOT TO SCALE



C 14 TYPICAL REINFORCEMENT
NOT TO SCALE

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email: info@applegategroup.com Website: www.applegategroup.com

PRINCE LAKE No 1 DAM REHABILITATION

INLET DETAILS

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for 90D Final Review

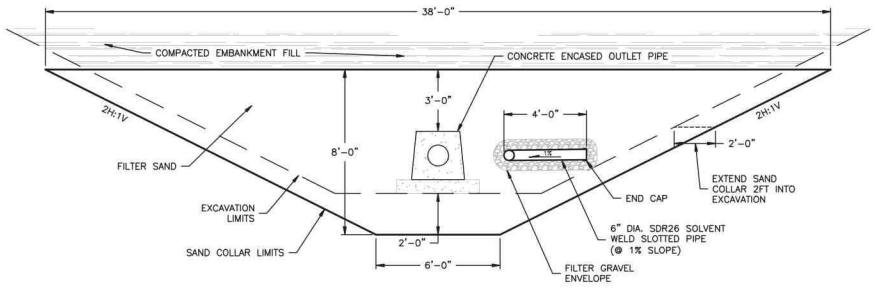
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Job No: 21-129
Drawn: LD/TH
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Sheet: 14 Of: 20

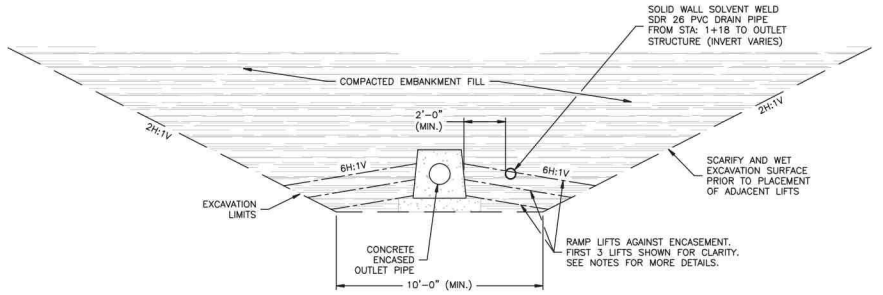
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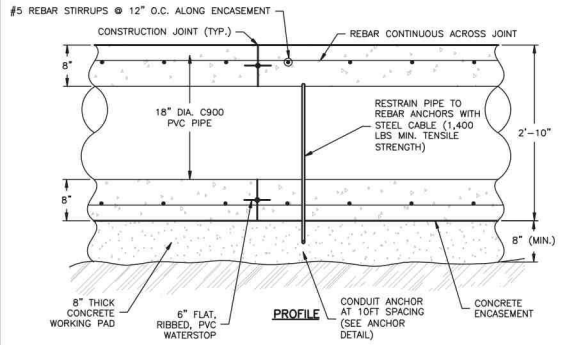
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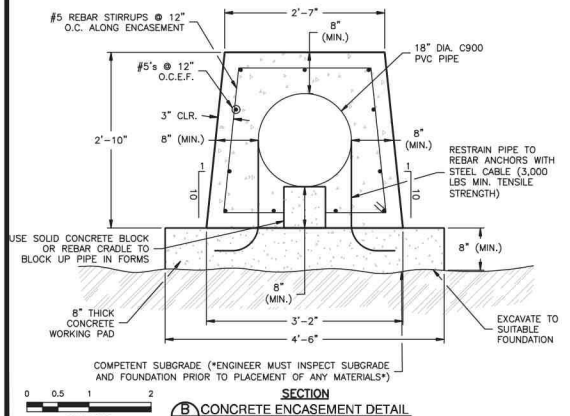


A/11 SAND FILTER COLLAR
SCALE 1" = 3'

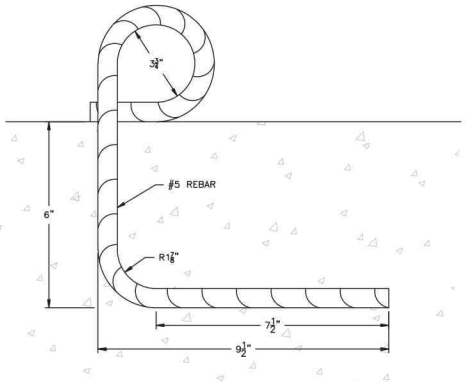


E/11 TYPICAL PIPE BACKFILL
SCALE 1" = 3'

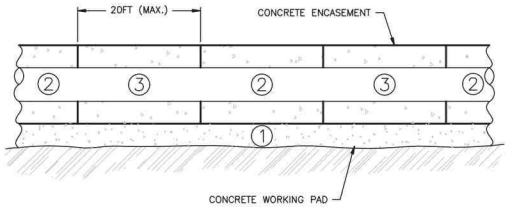




B/11 CONCRETE ENCASEMENT DETAIL
SCALE 1" = 1'

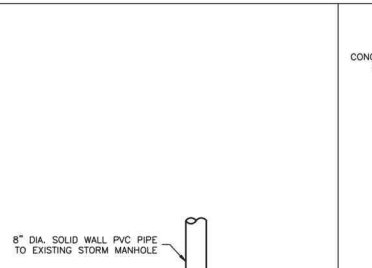


C/15 REBAR ANCHOR DETAIL
NOT TO SCALE

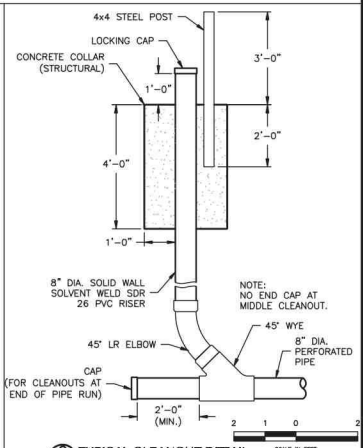


NOTES:
1. CONCRETE WORKING PAD WITH REBAR ANCHORS CAST FIRST PRIOR TO CONCRETE ENCASEMENT.
2. CONCRETE ENCASEMENT SHALL BE CAST IN 20FT SECTION ALTERNATING AS SHOWN WITH #2 SECTIONS CAST FIRST, FOLLOWED BY #3 SECTIONS.
3. SPACE ANCHORING SYSTEM EVERY 10FT ALONG CONDUIT ALIGNMENT.

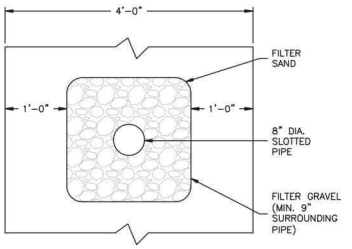
D/11 ENCASEMENT SEQUENCING
NOT TO SCALE



F/13 TOE DRAIN CONNECTION DETAIL
SCALE 1" = 2'



G/13 TYPICAL CLEANOUT DETAIL
SCALE 1" = 2'



H/13 SLOTTED PIPE WITH GRAVEL ENVELOPE
NOT TO SCALE

NOTE:
TOE DRAIN TO BE INSTALLED WITH TRENCH BOXES TO DEPTH OF UP TO 13 FEET.

ISSUED FOR CONSTRUCTION

Applegate Group, Inc.
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email: info@applegategroup.com Website: www.applegategroup.com

PRINCE LAKE No 1 DAM REHABILITATION

FILTER DIAPHRAGM, OUTLET ENCASEMENT AND TOE DRAIN DETAILS

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SEO Final Review

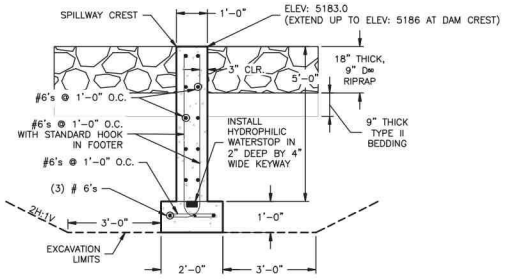
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Drawn: LD/TH
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Of: 20

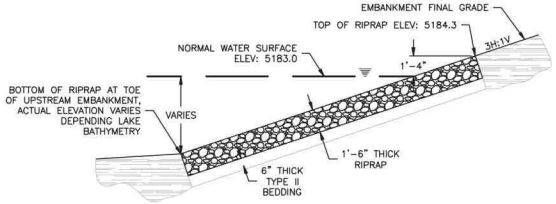
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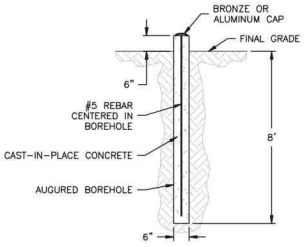
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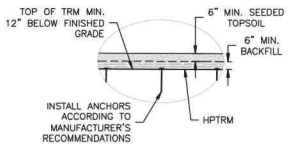
A/12 SPILLWAY CONCRETE CUTOFF WALL
SCALE 1" = 2'



B/11,12 UPSTREAM SLOPE PROTECTION DETAIL
NOT TO SCALE



C/8 SURVEY MONUMENT
NOT TO SCALE



F/6,18 TRM INSTALLATION
NOT TO SCALE



NOTE:
STEVENS STYLE C STAFF GAGE TO BE INSTALLED ON HEADWALL FOR INLET STRUCTURE, WITH 0.0 FEET INSTALLED AT ELEVATION 5180.00. TOP OF STAFF GAGE AT ELEVATION 5186.00, I.E., 2.5' ABOVE TOP OF HEADWALL. ATTACH USING 5/8" DIA. STAINLESS STEEL ANCHOR BOLTS WITH 4" (MIN.) EMBEDMENT AND RESIN GROUT. SS BOLTS SPACED AT 6-INCH SPACING.

E/14 STAFF GAGE DETAIL
NOT TO SCALE

ISSUED FOR CONSTRUCTION

Filing No. C - 2118

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email: info@applegategroup.com Website: www.applegategroup.com

PRINCE LAKE No 1 DAM REHABILITATION

OUTLET AND UPSTREAM RIPRAP DETAILS

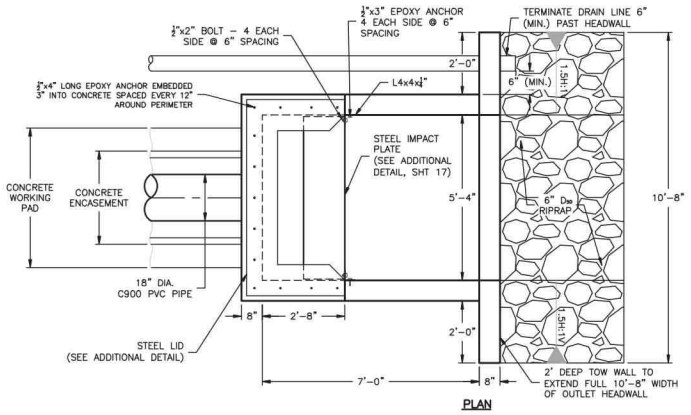
BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

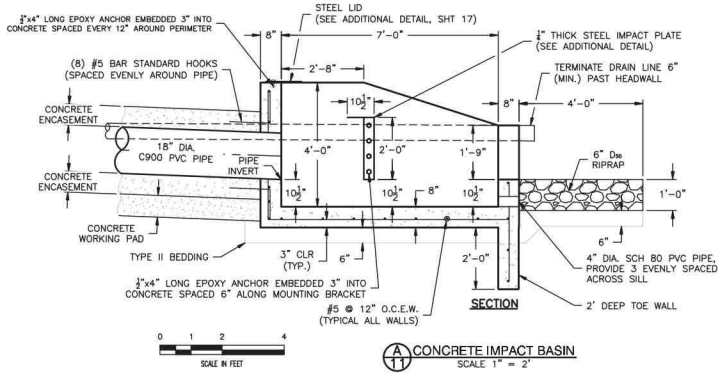
NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SEO Final Review

Date:	17/OCT/23
Job No:	21-129
Drawn:	LD/TH
Design:	SS
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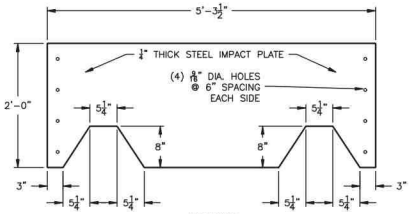
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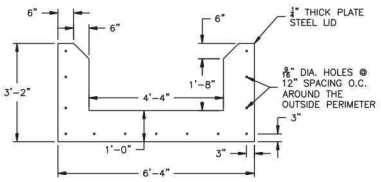




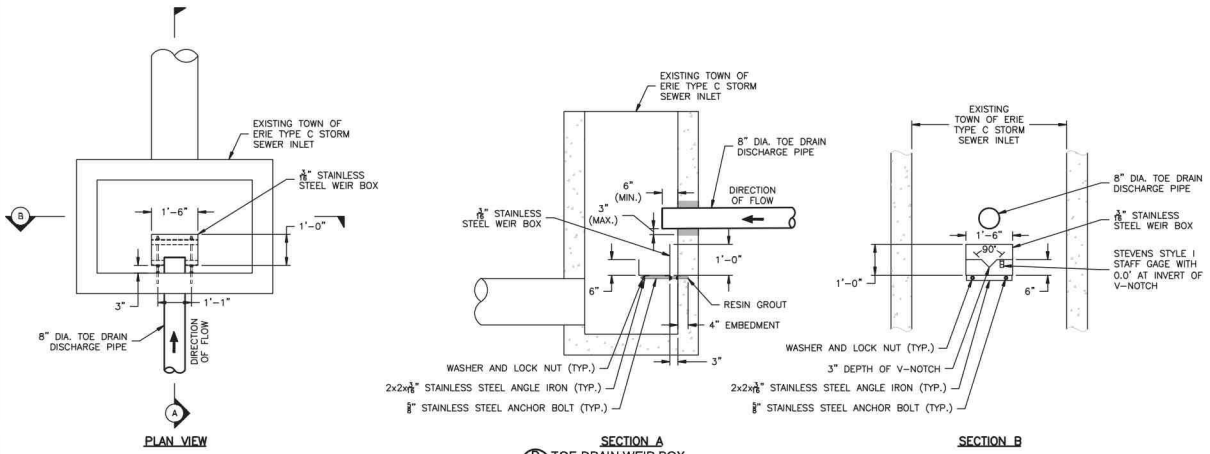
A/11 CONCRETE IMPACT BASIN
SCALE 1" = 2'



B/17 STEEL IMPACT PLATE DETAIL
NOT TO SCALE



C/17 STEEL LID DETAIL
NOT TO SCALE



D/7 TOE DRAIN WEIR BOX
SCALE 1" = 2'

ISSUED FOR CONSTRUCTION

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PRINCE LAKE No 1 DAM REHABILITATION

OUTLET STRUCTURE DETAILS

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

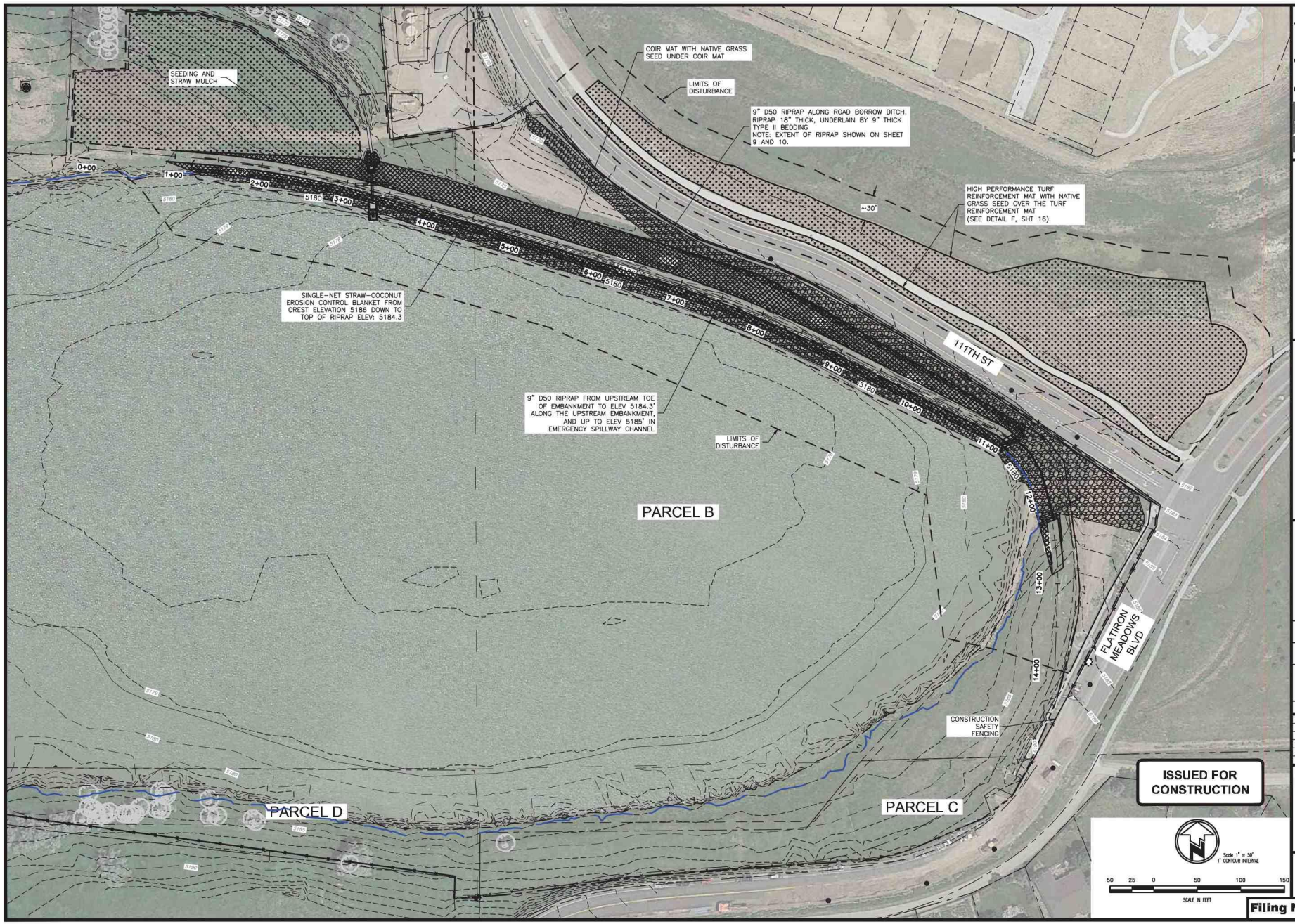
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1	12/JUL/23	LLD	SS	Issued for SEO Final Review

Date: 17/OCT/23
Job No: 21-129
Drawn: LD/TH
Design: SS
Checked: TD
Scale: As Noted

Sheet: 17
Of: 20

Filing No. C - 2118

Plot Date: 10/20/23–9:40am, Plotted by:mlobb, Drawing Path: N:\21129 Prince Lake No. 2 Dam\Drawings\Plan Set\Drawing Name=Prince Dam Details Exhibit.dwg



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PRINCE LAKE No 1 DAM REHABILITATION

REVEGETATION PLAN

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

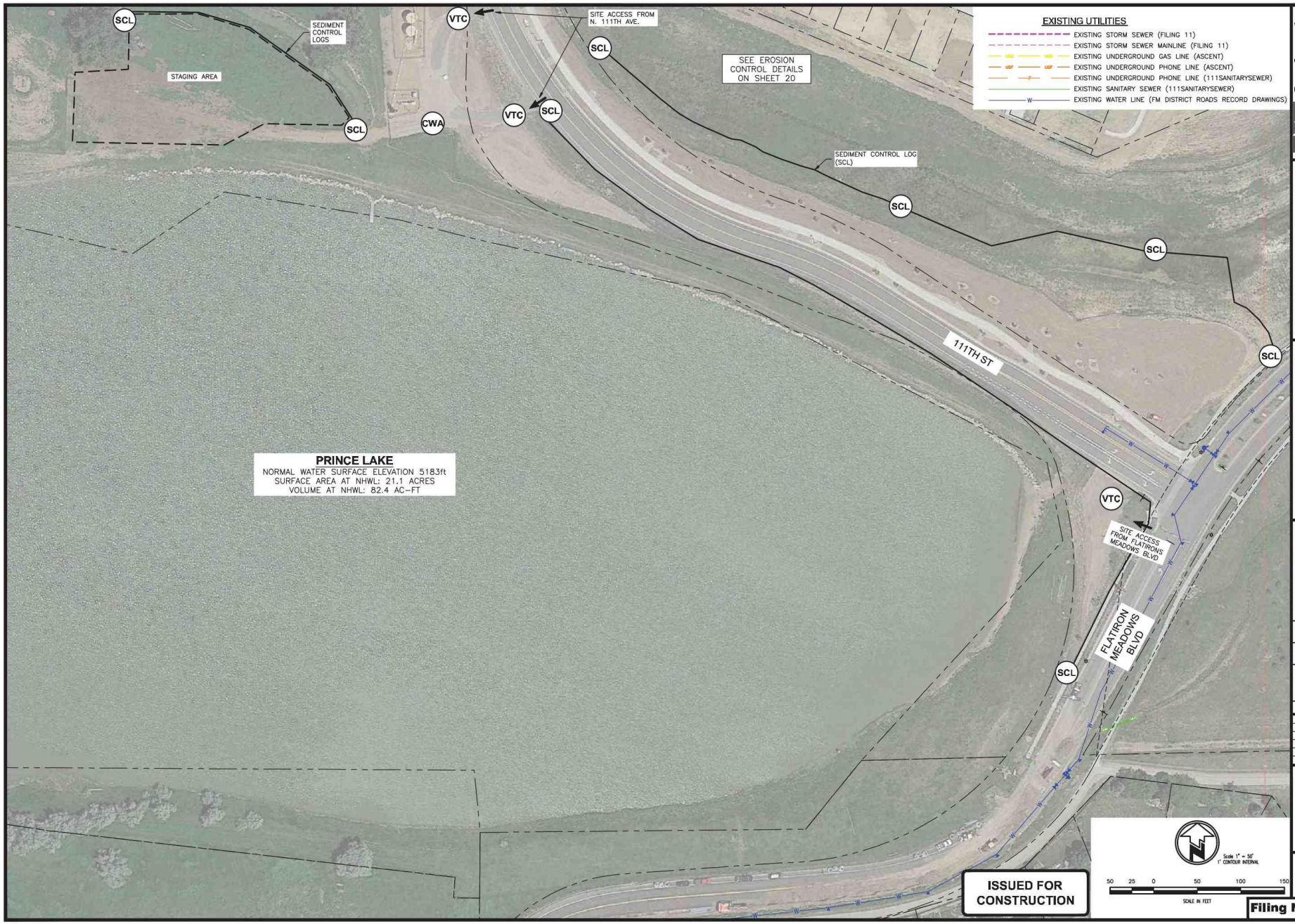
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Date: 17/OCT/23
Job No: 21-129
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Design: SS
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Scale: 1" = 50'

Sheet: 18 of: 20

Filing No. C - 2118

Plot Date: 18/OCT/23 - 9:48am, Plotted by mholst, Drawing Path: N:\21\129 Prince Lake No. 2 Dam\Drawings\Civil Set\Drawing Name\Prince Proposed Restoration Exhibit.dwg



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PRINCE LAKE No 1 DAM REHABILITATION

EROSION AND SEDIMENT CONTROL PLAN

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SBD Final Review

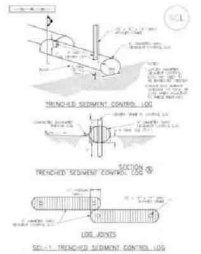
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Sheet: 19 Of: 20

Filing No. C - 2118

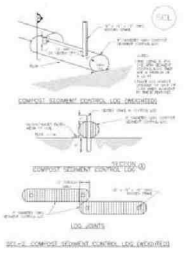
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Sediment Control Log (SCL) **SC-2**



SC-1: TRENCHED SEDIMENT CONTROL LOG

SC-2 **Sediment Control Log (SCL)**

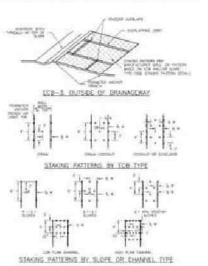


SC-2: COMPOST SEDIMENT CONTROL LOG (WEIGHTED)

SC-2 **Sediment Control Log (SCL)**



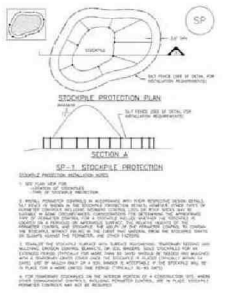
Rolled Erosion Control Products (RECP) **EC-6**







Stockpile Management (SP) **MM-2**



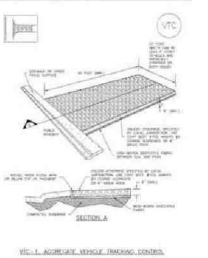
SP-1: STOCKPILE PROTECTION

Concrete Washout Area (CWA) **MM-1**



CWA-1: CONCRETE WASHOUT AREA

Vehicle Tracking Control (VTC) **SM-4**



VTC-1: AGGREGATE VEHICLE TRACKING CONTROL



ISSUED FOR CONSTRUCTION

Filing No. C - 2118

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PRINCE LAKE No 1 DAM REHABILITATION

EROSION CONTROL DETAILS

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT

NO	DATE	BY	CHK'D	DESCRIPTION
1	12/JUL/23	LLD	SS	Issued for SDP Final Review

Date: 17/OCT/23
Job No: 21-129
Drawn: LD/TH
Design: SS
Checked: TD
Scale: As Noted

COLORADO LICENSED STEVEN SMITH 43364 PROFESSIONAL ENGINEER

Sheet: 20 Of: 20

Plot Date: 18/OCT/23 - 8:44am, Plotted by:mlobb, Drawing Path: N:\21129 Prince Lake No. 2 Dam\Drawings\Civil Set\Drawing Name\Prince Erosion Control Details.dwg

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-37

Subject:
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

Department: Utilities,

Presenter(s): Todd Fessenden, Utilities Director

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:	$171,000.00
Balance Available:	$0.00
Fund:	Water Fund
Line Item Number:	500-75-110-603500-267509
New Appropriation Required:	Yes

Policy Issues:
Town Council must approve expenditures of this amount according to the Purchasing Policy.

Staff Recommendation:
Approve the Resolution

Summary/Key Points:

- The Town's primary water rights are held in roughly 7,500 shares of Colorado-Big Thomson (CBT).
- CBT can be delivered directly to the Lynn R. Morgan Water Treatment Facility and is a source of high-quality raw water.
- The Town seeks to grow its investment in this source if the price is reasonable.

Background of Subject Matter:
Town staff were approached recently by a private broker looking to sell shares of CBT for a client. Staff referred the broker to our water legal counsel team at Lyons Gaddis who negotiated the price and terms of the sale. Staff and legal counsel believe the price is reasonable for this small amount of shares and believe it is in the Town's best interest to continue to invest in the CBT project when funds and timing allow.

The project is above the existing budget. In order to complete this project, staff requests Council approve a transfer of $171,000 to Budget Line Number 500-75-110-603500-267509 (Raw Water Acquisitions - CBT & Ditch Shares) from the Water Fund Balance as part of the fall budget supplemental process.

Attachments:
1. Resolution 2026-124
2. Purchase Agreement
3. Escrow Agreement

Town of Erie
Resolution No. 2026-124

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Sale and Purchase of CBT Units with ASA West Hygiene LLLP for the Purchase of Three (3) Colorado-Big Thompson Units

Whereas, C.R.S. § 31-35-101 authorizes the purchase by a municipality of rights and interests in water, waterways, and water franchises in order to supply the municipality and its residents with water; and

Whereas, ASA West Hygiene LLLP agreed to sell and the Town of Erie agreed to purchase three (3) units in the Colorado-Big Thompson Project.

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

Section 1. The Agreement for Sale and Purchase of CBT Units ("Agreement") by and between the Town of Erie and ASA West Hygiene LLLP for the Town's acquisition of three (3) Colorado-Big Thompson Units is hereby approved in substantially the same form as the copy of such Agreement accompanying this Resolution. The Town Council hereby authorizes the expenditure of the funds for the Earnest Money Deposit.

Section 2. The Mayor is hereby authorized to sign the Agreement on behalf of the Town so long as the essential terms and conditions of the Agreement are not altered. The Town Manager is also authorized to execute all closing documents for this transaction.

Adopted this 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

AGREEMENT FOR SALE AND PURCHASE OF CBT UNITS

This Agreement for Sale and Purchase of CBT Units (this "Agreement") is made and entered into this _____ day of _____, 2026 by and between **THE TOWN OF ERIE**, with a mailing address of 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as "Purchaser," and **ASA WEST HYGIENE LLLP**, with a mailing address of 435 Carr Street, Lakewood, Colorado 80226, hereinafter referred to as "Seller." Purchaser and Seller are referred to individually as a "Party" and collectively as the "Parties."

For and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CBT UNITS TO BE TRANSFERRED. The Purchaser agrees to buy and the Seller agrees to sell Three (3) Units in the Colorado-Big Thompson Project ("CBT Units"), as evidenced by an allotment contract ("Allotment Contract") from the Northern Colorado Water Conservancy District ("Northern"). Said CBT Units are currently held by Northern in an inactive account under Seller's name. The CBT Units shall be transferred by Seller to Purchaser in accordance with this Agreement, free and clear of all liens and encumbrances, including but not limited to all deeds of trust, liens, security interests, prior or preemptive rights to purchase, encumbrances and assessments, leases or other pending sale's agreements or first rights of refusal ("Liens").

2. PURCHASE PRICE AND PAYMENT TERMS. The purchase price per CBT Unit shall be $57,000.00, for a total purchase price for all Three (3) CBT Units of $171,000.00 (the "Purchase Price"). This transaction is being scheduled for presentation at Purchaser's Council Meeting on **July 14, 2026**. By **July 17, 2026**, Purchaser shall deposit the sum of $20,000.00 with Land Title Guarantee Company, 772 Whalers Way, Suite 100, Fort Collins, Colorado 80525, Attn: Donna Manci, Email: dmanci@ltgc.com ("Escrow Agent") as earnest money (the "Earnest Money Deposit"). Purchaser shall deposit the remainder of the Purchase Price in the amount of $151,000.00 with Escrow Agent on or before **September 1, 2026**. The transfer of the CBT Units to the Purchaser shall be considered and acted upon at the regularly

scheduled Northern Board meeting no later than its **September 10, 2026** Board Meeting (the "Northern Board Meeting"), for which the Board packet deadline is **August 3, 2026**. The Purchase Price shall be released from escrow to Seller pursuant to the terms of the Escrow Agreement, attached hereto as **Exhibit B**, upon the occurrence of all of the following conditions (the "Closing Conditions"):

a) written confirmation from Northern that an Allotment Contract for the CBT Units will be issued to the Purchaser upon payment of assessments by the Purchaser;

b) a Uniform Commercial Code ("UCC") report (the "UCC Report"), if Purchaser obtains one, as determined by Purchaser in Purchaser's sole discretion, showing unencumbered title or only Liens that will be released at Closing through the date of the Northern Board Meeting at which the transfer of the CBT Units is reviewed for approval by Northern; and

c) any and all other documents required by Northern to transfer the CBT Units to Purchaser.

If all of the Closing Conditions have not been satisfied by **September 29, 2026**, Seller and Purchaser shall work in good faith to mutually extend the date of Closing, or Purchaser shall diligently pursue the execution of all necessary documentation, if any, to transfer the CBT Units back to Seller. Upon the completed transfer of CBT Units back to Seller, all funds in escrow shall be released to Purchaser by Seller.

3. ESCROW AGENT. The Parties agree and appoint Land Title Guarantee Company as Escrow Agent pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit A**. Purchaser and Seller shall each pay half of the escrow fees.

4. CLOSING. Upon the satisfaction of the Closing Conditions the Parties shall close on the purchase and sale of the CBT Units as contemplated in this Agreement (the "Closing") through the Escrow Agent as soon as reasonably practical but in no event later than **September 29, 2026**, unless a written extension is executed

by the Parties hereto.

5. APPROVAL OF THIRD PARTIES. Time is of the essence. Both Purchaser and Seller recognize the need for obtaining necessary signatures from various third Parties, including Northern, to accomplish this transfer; and it is agreed that both Purchaser and Seller will cooperate and exercise their timely and best efforts to obtain same. If after that effort, either Party is unable to obtain the signatures, then the Escrow Agent shall return all money deposited to the Purchaser and this Agreement shall become null and void and all rights and obligations hereunder shall terminate. All matters required for Northern's approval must be submitted to Northern by **August 3, 2026**, unless that date is extended by Northern, and ready for presentation to Northern's Board of Directors no later than its April Northern Board Meeting.

6. WARRANTY. Seller warrants to Purchaser that the CBT Units will be conveyed free and clear of all Liens. Said warranty shall survive the Closing hereof and the transfer of the allocation of the CBT Units by Northern to Purchaser.

7. DEFAULT.

a) In the event that Purchaser defaults in making or performing any covenant provided for in this Agreement, Seller shall give written notice of the default to the Purchaser. If the default is not cured within ten (10) days after delivery of the notice, then Seller shall have the right to receive the Earnest Money Deposit as liquidated damages as its sole and exclusive remedy under this Agreement.

b) In the event that Seller (i) defaults in the performance of any of Seller's material obligations under this Agreement, other than its obligation to proceed to Closing (for which there shall be no cure period), which default remains uncured for ten (10) days after delivery of notice from Purchaser to Seller of such default, or (ii) defaults in its obligation to proceed to Closing or otherwise fails to consummate the transaction contemplated by this Agreement, Purchaser may either elect to terminate this Agreement by giving written notice to Seller or elect to treat this Agreement as being in full force and effect and Purchaser shall have the

right to an action for specific performance. If Purchaser properly terminates this Agreement, the Earnest Money Deposit shall be refunded to Purchaser. If Purchaser proceeds to Closing notwithstanding any defaults by Seller, Purchaser shall be deemed to have waived such known defaults.

c) The Parties expressly waive, and agree that in no event shall either Party be liable for, any speculative, consequential, or punitive damages as a result of this Agreement.

8. TRANSFER FEES. Purchaser shall pay any transfer fees charged by Northern for issuance of any Allotment Contract evidencing the CBT Units in the Purchaser's name.

9. ASSESSMENTS. The Purchaser shall pay the assessments for the current CBT Water Year (*i.e.*, the 2026 CBT Water Year). In addition, the Purchaser shall pay any other charges necessary for Purchaser's use of the water allotted to the CBT Units, including without limitation Northern's Rule 11 charges. Purchaser shall have use of water allotted to the CBT Units for the 2026 Water Year and thereafter.

10. UCC REPORT. Purchaser may obtain a UCC Report at its sole cost and expense to confirm there are no Liens on the CBT Units to be transferred hereunder.

11. 1031 EXCHANGE. Seller may elect to facilitate a 1031 tax deferred exchange, and Purchaser shall cooperate with Seller's process provided that there is no cost, liability, or loss of time to Purchaser.

12. GOVERNING LAW. It is expressly understood and agreed between the Parties that this Agreement shall be governed by, and its terms construed under, the laws of the State of Colorado.

13. HEADINGS. Paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

15. **LEGAL ADVICE.** All Parties are hereby advised to seek competent tax and/or legal advice regarding this transaction.

16. **NOTICES.** Any notice or other communication given by either Party to the other Party hereunder shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery, if delivered personally to the Party to whom notice is given at the address specified below; or (ii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iii) on the date and at the time shown on the delivery acknowledgment provided by the courier if sent by a nationally recognized overnight courier service (such as Federal Express) that provides evidence of delivery; or (iv) on the date and at the time shown on the e-mail message if sent to the e-mail addresses specified below (or at such other addresses as has been previously furnished in writing to the other Party):

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

ASA West Hygiene, LLLP, a Colorado
Limited Liability Limited Partnership

c/o Anne Johnston Fleming, President
435 Carr Street
Lakewood, CO 80226-1316
303-618-5307
a.fleming9@icloud.com

With a Copy to:

Scott W. Dunn
Flanders, Elsberg, Herber & Dunn LLC
401 Main Street, Suite 1
Longmont, CO 80501
303-776-5380
scott@flanderslaw.com

17. **NOTICE OF ACCEPTANCE; COUNTERPARTS.** If this proposal is accepted by all Parties by virtue of signatures below and if all Parties receive notice of such acceptance on or before the close of business on **July 17, 2026**, this instrument shall become a binding contract between Seller and Purchaser, and shall inure to the benefit of their heirs, successors and assigns. If this proposal is not so accepted by all Parties by **July 17, 2026**, this proposal shall become null and void, and of no effect. This Agreement may be executed in counterparts, which collectively shall be deemed to be a full and complete copy between the Parties. Electronic signatures of the Parties shall be valid and binding upon the Parties.

[*Remainder of page intentionally left blank. Signature pages to follow*.]

SIGNATURE PAGE
TO THE
AGREEMENT FOR SALE AND PURCHASE OF CBT UNITS

PURCHASER: TOWN OF ERIE

By: _____
Andrew Moore, Mayor

Date: _____

SELLER: ASA WEST HYGIENE, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

By: Fleming Management Company, Inc.,
a Colorado Corporation, General Partner

By: _____
Anne Johnston Fleming, President

Date: _____

EXHIBIT A

ESCROW AGREEMENT

1. PARTIES. The parties to this Escrow Agreement are the Town of Erie ("Purchaser"), ASA West Hygiene LLLP ("Seller"), and Land Title Guarantee Company ("Escrow Agent"). Purchaser, Seller, and Escrow Agent are referred to individually as a "Party" and collectively as the "Parties."

2. RECITAL. The Seller and Purchaser have entered into an Agreement for Purchase and Sale of Three (3) Units in the Colorado Big Thompson Project ("CBT Units") which is operated by the Northern Colorado Conservancy District ("NCWCD") attached hereto as **EXHIBIT 1** ("Sales Agreement"). All terms not defined here shall have the meaning given to them in the Sales Agreement.

3. DEPOSIT INTO ESCROW. The Purchaser will deposit $20,000.00 as the Earnest Money Deposit by **July 17, 2026**, and the balance of $151,000.00 into escrow with the Escrow Agent by **September 1, 2026**. If any deposit does not occur by its specified deadline, the Escrow Agent shall notify Seller, Purchaser, NCWCD, and Turner Realty (Seller's broker).

4. ESCROW ACCOUNT FEES. The Purchaser and Seller hereby agree to each pay Escrow Agent $200.00 for a total of $400.00 as consideration for this Escrow Agreement upon the execution hereof.

5. CONDITIONS FOR CLOSING. Funds held under this Escrow Agreement shall be disbursed as set forth in Section 6 on or before **September 29, 2026**, upon confirmation of the following:

a. Written confirmation from NCWCD that an Allotment Contract for the CBT Units will be issued to Purchaser upon payment of assessments by the Purchaser; and

b. An updated UCC Report, if Purchaser obtains one, as determined by Purchaser in Purchaser's sole discretion, showing unencumbered title or only Liens that will be released at Closing through the date of the NCWCD Board Meeting at which the transfer of the CBT Units is reviewed for approval by NCWCD; and

c. Any and all other documents required by NCWCD to transfer the CBT Units to Purchaser.

6. DISBURSEMENT OF FUNDS FROM SALES AGREEMENT. Within ten (10) days of the written notice from Purchaser or delivery of the documents referenced in Section 5 hereof to Escrow Agent, the funds shall be distributed as follows, unless otherwise agreed to in any final settlement statement(s) signed by the Parties:

a. $171,000.00 to Seller, minus Seller's one-half of escrow fees in the amount of $200.00, for a **total of $170,800.00** to be paid to Seller.

7. FAILURE OF SALES AGREEMENT TO CLOSE. In the event the conditions in the Sales Agreement are not satisfied on or before **September 29, 2026**, Escrow Agent shall deliver all funds in Escrow with any interest to Purchaser, unless the Parties extend that deadline pursuant to Section 2 of the Sales Agreement.

8. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Escrow Agreement.

9. INDEMNIFICATIONS. In the event of any conflicting demand made upon it in connection with this Escrow Agreement, Escrow Agent may continue to hold the escrowed funds until receipt of instructions from both Parties or until a final order by a court of competent jurisdiction resolving the subject dispute. Escrow Agent shall be entitled to rely upon any such final order. If for any reason the Parties fail to resolve a dispute, Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands made upon it. Escrow Agent's deposit with a court of competent jurisdiction of the escrowed funds shall relieve Escrow Agent from all further liability and responsibility hereunder. To the extent permitted by law, the Parties agree to indemnify and save Escrow Agent harmless against all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Escrow Agreement, including any interpleader action brought by Escrow Agent. Escrow Agent shall not be liable for any act it may do or omit to do hereunder while acting in good faith and in the exercise of its reasonable judgment, and any act done or omitted by Escrow Agent

pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

10. NOTICES. Any notice pursuant to this Escrow Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) e-mail transmission of a PDF copy of the signed written notice, sent to the intended addressee at the email address set forth below, or to such other physical or email address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Escrow Agreement shall be as follows.

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

ASA West Hygiene, LLLP, a Colorado
Limited Liability Limited Partnership
c/o Anne Johnston Fleming, President
435 Carr Street

Lakewood, CO 80226-1316
303-618-5307
a.fleming9@icloud.com

With a Copy to:

Scott W. Dunn
Flanders, Elsberg, Herber & Dunn LLC
401 Main Street, Suite 1
Longmont, CO 80501
303-776-5380
scott@flanderslaw.com

If to Escrow Agent:

Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, Colorado 80525
Attn: Donna Manci
Email: dmanci@ltgc.com

11. TIME OF THE ESSENCE. Time is of the essence to all performance required by the instructions hereunder.

12. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the instructions hereunder.

[*Remainder of page intentionally left blank. Signature page to follow*.]

SIGNATURE PAGE
TO THE
ESCROW AGREEMENT

PURCHASER: Town of Erie

By: _____
Andrew Moore, Mayor

Date: _____

SELLER: ASA West Hygiene, LLLP, a Colorado Limited Liability Limited Partnership

By: Fleming Management Company, Inc., a Colorado Corporation, General Partner

By: _____
Anne Johnston Fleming, President

Date: _____

ESCROW AGENT: Land Title Guarantee Company

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A

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c. Any and all other documents required by NCWCD to transfer the CBT Units to Purchaser.

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pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

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If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

ASA West Hygiene, LLLP, a Colorado
Limited Liability Limited Partnership
c/o Anne Johnston Fleming, President
435 Carr Street

Lakewood, CO 80226-1316
303-618-5307
a.fleming9@icloud.com

With a Copy to:

Scott W. Dunn
Flanders, Elsberg, Herber & Dunn LLC
401 Main Street, Suite 1
Longmont, CO 80501
303-776-5380
scott@flanderslaw.com

If to Escrow Agent:

Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, Colorado 80525
Attn: Donna Manci
Email: dmanci@ltgc.com

11. TIME OF THE ESSENCE. Time is of the essence to all performance required by the instructions hereunder.

12. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the instructions hereunder.

[*Remainder of page intentionally left blank. Signature page to follow.*]

SIGNATURE PAGE
TO THE
ESCROW AGREEMENT

PURCHASER: Town of Erie

By: _____
Andrew Moore, Mayor

Date: _____

SELLER: ASA West Hygiene, LLLP, a Colorado Limited Liability Limited Partnership

By: Fleming Management Company, Inc., a Colorado Corporation, General Partner

By: _____
Anne Johnston Fleming, President

Date: _____

ESCROW AGENT: Land Title Guarantee Company

By: _____
Name: Donna Manci
Title: Closer

Date: 6.24.26

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-38

Subject:
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

Department: Utilities,

Presenter(s): Todd Fessenden, Utilities Director

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:	$228,000.00
Balance Available:	$0.00
Fund:	Water Fund
Line Item Number:	500-75-110-603500-267509
New Appropriation Required:	Yes

Policy Issues:
Town Council must approve expenditures of this amount according to the Purchasing Policy.

Staff Recommendation:
Approve the Resolution

Summary/Key Points:

- The Town's primary water rights are held in roughly 7,300 shares of Colorado-Big Thomas (CBT).
- CBT can be delivered directly to the Lynn R. Morgan Water Treatment Facility and is a source of high-quality raw water.
- The Town seeks to grow its investment in this source if the price is reasonable.

Background of Subject Matter:
Town staff were approached recently by a private broker looking to sell shares of CBT for a client. Staff referred the broker to our water legal counsel team at Lyons Gaddis who negotiated the price and term of the sale. Staff and legal counsel believe the price is reasonable for this small amount of shares and believe it is in the Town's best interest to continue to invest in the CBT project when funds and timing allow.

The project is over the existing budget. In order to complete this project, staff requests Council approve a transfer of $228,000 to Budget Line Number 500-75-110-603500-267509 (Raw Water Acquisitions - CBT & Ditch Shares) from the Water Fund Balance as part of the fall budget supplemental process.

Attachments:
1. Resolution 2026-125
2. Purchase Agreement
3. Escrow Agreement

Town of Erie
Resolution No. 2026-125

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Sale and Purchase of CBT Units with ASA East Hygiene LLLP for the Purchase of Four (4) Colorado-Big Thompson Units

Whereas, C.R.S. § 31-35-101 authorizes the purchase by a municipality of rights and interests in water, waterways, and water franchises in order to supply the municipality and its residents with water; and

Whereas, ASA East Hygiene LLLP agreed to sell and the Town of Erie agreed to purchase four (4) units in the Colorado-Big Thompson Project.

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

Section 1. The Agreement for Sale and Purchase of CBT Units ("Agreement") by and between the Town of Erie ("Town") and ASA East Hygiene LLLP for the Town's acquisition of four (4) Colorado-Big Thompson Units is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution. The Town Council hereby authorizes the expenditure of the funds for the Earnest Money Deposit.

Section 2. The Mayor is hereby authorized to sign the Agreement on behalf of the Town so long as the essential terms and conditions of the Agreement are not altered. Town Manager Meredyth Muth is also authorized to execute all closing documents for this transaction.

Adopted this 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

AGREEMENT FOR SALE AND PURCHASE OF CBT UNITS

This Agreement for Sale and Purchase of CBT Units (this "Agreement") is made and entered into this _____ day of _____, 2026 by and between **THE TOWN OF ERIE**, with a mailing address of 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as "Purchaser," and **ASA EAST HYGIENE LLLP**, with a mailing address of 435 Carr Street, Lakewood, Colorado 80226, hereinafter referred to as "Seller." Purchaser and Seller are referred to individually as a "Party" and collectively as the "Parties."

For and in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CBT UNITS TO BE TRANSFERRED. The Purchaser agrees to buy and the Seller agrees to sell Four (4) Units in the Colorado-Big Thompson Project ("CBT Units"), as evidenced by an allotment contract ("Allotment Contract") from the Northern Colorado Water Conservancy District ("Northern"). Said CBT Units are currently held by Northern in an inactive account under Seller's name. The CBT Units shall be transferred by Seller to Purchaser in accordance with this Agreement, free and clear of all liens and encumbrances, including but not limited to all deeds of trust, liens, security interests, prior or preemptive rights to purchase, encumbrances and assessments, leases or other pending sale's agreements or first rights of refusal ("Liens").

2. PURCHASE PRICE AND PAYMENT TERMS. The purchase price per CBT Unit shall be $57,000.00, for a total purchase price for all Four (4) CBT Units of $228,000.00 (the "Purchase Price"). This transaction is being scheduled for presentation at Purchaser's Council Meeting on **July 14, 2026**. By **July 17, 2026**, Purchaser shall deposit the sum of $20,000.00 with Land Title Guarantee Company, 772 Whalers Way, Suite 100, Fort Collins, Colorado 80525, Attn: Donna Manci, Email: dmanci@ltgc.com ("Escrow Agent") as earnest money (the "Earnest Money Deposit"). Purchaser shall deposit the remainder of the Purchase Price in the amount of $208,000.00 with Escrow Agent on or before **September 1, 2026**. The transfer of the CBT Units to the Purchaser shall be considered and acted upon at the regularly

scheduled Northern Board meeting no later than its **September 10, 2026** Board Meeting (the "Northern Board Meeting"), for which the Board packet deadline is **August 3, 2026**. The Purchase Price shall be released from escrow to Seller pursuant to the terms of the Escrow Agreement, attached hereto as **Exhibit B**, upon the occurrence of all of the following conditions (the "Closing Conditions"):

a) written confirmation from Northern that an Allotment Contract for the CBT Units will be issued to the Purchaser upon payment of assessments by the Purchaser;

b) a Uniform Commercial Code ("UCC") report (the "UCC Report"), if Purchaser obtains one, as determined by Purchaser in Purchaser's sole discretion, showing unencumbered title or only Liens that will be released at Closing through the date of the Northern Board Meeting at which the transfer of the CBT Units is reviewed for approval by Northern; and

c) any and all other documents required by Northern to transfer the CBT Units to Purchaser.

If all of the Closing Conditions have not been satisfied by **September 29, 2026**, Seller and Purchaser shall work in good faith to mutually extend the date of Closing, or Purchaser shall diligently pursue the execution of all necessary documentation, if any, to transfer the CBT Units back to Seller. Upon the completed transfer of CBT Units back to Seller, all funds in escrow shall be released to Purchaser by Seller.

3. ESCROW AGENT. The Parties agree and appoint Land Title Guarantee Company as Escrow Agent pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit A**. Purchaser and Seller shall each pay half of the escrow fees.

4. CLOSING. Upon the satisfaction of the Closing Conditions the Parties shall close on the purchase and sale of the CBT Units as contemplated in this Agreement (the "Closing") through the Escrow Agent as soon as reasonably practical but in no event later than **September 29, 2026**, unless a written extension is executed

by the Parties hereto.

5. APPROVAL OF THIRD PARTIES. Time is of the essence. Both Purchaser and Seller recognize the need for obtaining necessary signatures from various third Parties, including Northern, to accomplish this transfer; and it is agreed that both Purchaser and Seller will cooperate and exercise their timely and best efforts to obtain same. If after that effort, either Party is unable to obtain the signatures, then the Escrow Agent shall return all money deposited to the Purchaser and this Agreement shall become null and void and all rights and obligations hereunder shall terminate. All matters required for Northern's approval must be submitted to Northern by **August 3, 2026**, unless that date is extended by Northern, and ready for presentation to Northern's Board of Directors no later than its April Northern Board Meeting.

6. WARRANTY. Seller warrants to Purchaser that the CBT Units will be conveyed free and clear of all Liens. Said warranty shall survive the Closing hereof and the transfer of the allocation of the CBT Units by Northern to Purchaser.

7. DEFAULT.

a) In the event that Purchaser defaults in making or performing any covenant provided for in this Agreement, Seller shall give written notice of the default to the Purchaser. If the default is not cured within ten (10) days after delivery of the notice, then Seller shall have the right to receive the Earnest Money Deposit as liquidated damages as its sole and exclusive remedy under this Agreement.

b) In the event that Seller (i) defaults in the performance of any of Seller's material obligations under this Agreement, other than its obligation to proceed to Closing (for which there shall be no cure period), which default remains uncured for ten (10) days after delivery of notice from Purchaser to Seller of such default, or (ii) defaults in its obligation to proceed to Closing or otherwise fails to consummate the transaction contemplated by this Agreement, Purchaser may either elect to terminate this Agreement by giving written notice to Seller or elect to treat this Agreement as being in full force and effect and Purchaser shall have the

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10. UCC REPORT. Purchaser may obtain a UCC Report at its sole cost and expense to confirm there are no Liens on the CBT Units to be transferred hereunder.

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13. HEADINGS. Paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

15. **LEGAL ADVICE.** All Parties are hereby advised to seek competent tax and/or legal advice regarding this transaction.

16. **NOTICES.** Any notice or other communication given by either Party to the other Party hereunder shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery, if delivered personally to the Party to whom notice is given at the address specified below; or (ii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iii) on the date and at the time shown on the delivery acknowledgment provided by the courier if sent by a nationally recognized overnight courier service (such as Federal Express) that provides evidence of delivery; or (iv) on the date and at the time shown on the e-mail message if sent to the e-mail addresses specified below (or at such other addresses as has been previously furnished in writing to the other Party):

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

ASA East Hygiene, LLLP, a Colorado
Limited Liability Limited Partnership

c/o Anne Johnston Fleming, President
435 Carr Street
Lakewood, CO 80226-1316
303-618-5307
a.fleming9@icloud.com

With a Copy to:

Scott W. Dunn
Flanders, Elsberg, Herber & Dunn LLC
401 Main Street, Suite 1
Longmont, CO 80501
303-776-5380
scott@flanderslaw.com

17. **NOTICE OF ACCEPTANCE; COUNTERPARTS.** If this proposal is accepted by all Parties by virtue of signatures below and if all Parties receive notice of such acceptance on or before the close of business on **July 17, 2026**, this instrument shall become a binding contract between Seller and Purchaser, and shall inure to the benefit of their heirs, successors and assigns. If this proposal is not so accepted by all Parties by **July 17, 2026**, this proposal shall become null and void, and of no effect. This Agreement may be executed in counterparts, which collectively shall be deemed to be a full and complete copy between the Parties. Electronic signatures of the Parties shall be valid and binding upon the Parties.

[*Remainder of page intentionally left blank. Signature pages to follow*.]

SIGNATURE PAGE
TO THE
AGREEMENT FOR SALE AND PURCHASE OF CBT UNITS

PURCHASER: TOWN OF ERIE

By: _____
Andrew Moore, Mayor

Date: _____

SELLER: ASA EAST HYGIENE, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

By: Fleming Management Company, Inc.,
a Colorado Corporation, General Partner

By: _____
Anne Johnston Fleming, President

Date: _____

EXHIBIT A

ESCROW AGREEMENT

1. PARTIES. The parties to this Escrow Agreement are the Town of Erie ("Purchaser"), ASA East Hygiene LLLP ("Seller"), and Land Title Guarantee Company ("Escrow Agent"). Purchaser, Seller, and Escrow Agent are referred to individually as a "Party" and collectively as the "Parties."

2. RECITAL. The Seller and Purchaser have entered into an Agreement for Purchase and Sale of Four (4) Units in the Colorado Big Thompson Project ("CBT Units") which is operated by the Northern Colorado Conservancy District ("NCWCD") attached hereto as **EXHIBIT 1** ("Sales Agreement"). All terms not defined here shall have the meaning given to them in the Sales Agreement.

3. DEPOSIT INTO ESCROW. The Purchaser will deposit $20,000.00 as the Earnest Money Deposit by **July 17, 2026**, and the balance of $208,000.00 into escrow with the Escrow Agent by **September 1, 2026**. If any deposit does not occur by its specified deadline, the Escrow Agent shall notify Seller, Purchaser, NCWCD, and Turner Realty (Seller's broker).

4. ESCROW ACCOUNT FEES. The Purchaser and Seller hereby agree to each pay Escrow Agent $200.00 for a total of $400.00 as consideration for this Escrow Agreement upon the execution hereof.

5. CONDITIONS FOR CLOSING. Funds held under this Escrow Agreement shall be disbursed as set forth in Section 6 on or before **September 29, 2026**, upon confirmation of the following:

a. Written confirmation from NCWCD that an Allotment Contract for the CBT Units will be issued to Purchaser upon payment of assessments by the Purchaser; and

b. An updated UCC Report, if Purchaser obtains one, as determined by Purchaser in Purchaser's sole discretion, showing unencumbered title or only Liens that will be released at Closing through the date of the NCWCD Board Meeting at which the transfer of the CBT Units is reviewed for approval by NCWCD; and

c. Any and all other documents required by NCWCD to transfer the CBT Units to Purchaser.

6. DISBURSEMENT OF FUNDS FROM SALES AGREEMENT. Within ten (10) days of the written notice from Purchaser or delivery of the documents referenced in Section 5 hereof to Escrow Agent, the funds shall be distributed as follows, unless otherwise agreed to in any final settlement statement(s) signed by the Parties:

a. $228,000.00 to Seller, minus Seller's one-half of escrow fees in the amount of $200.00, for a **total of $227,800.00** to be paid to Seller.

7. FAILURE OF SALES AGREEMENT TO CLOSE. In the event the conditions in the Sales Agreement are not satisfied on or before **September 29, 2026**, Escrow Agent shall deliver all funds in Escrow with any interest to Purchaser, unless the Parties extend that deadline pursuant to Section 2 of the Sales Agreement.

8. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Escrow Agreement.

9. INDEMNIFICATIONS. In the event of any conflicting demand made upon it in connection with this Escrow Agreement, Escrow Agent may continue to hold the escrowed funds until receipt of instructions from both Parties or until a final order by a court of competent jurisdiction resolving the subject dispute. Escrow Agent shall be entitled to rely upon any such final order. If for any reason the Parties fail to resolve a dispute, Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands made upon it. Escrow Agent's deposit with a court of competent jurisdiction of the escrowed funds shall relieve Escrow Agent from all further liability and responsibility hereunder. To the extent permitted by law, the Parties agree to indemnify and save Escrow Agent harmless against all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Escrow Agreement, including any interpleader action brought by Escrow Agent. Escrow Agent shall not be liable for any act it may do or omit to do hereunder while acting in good faith and in the exercise of its reasonable judgment, and any act done or omitted by Escrow Agent

pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

10. NOTICES. Any notice pursuant to this Escrow Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) e-mail transmission of a PDF copy of the signed written notice, sent to the intended addressee at the email address set forth below, or to such other physical or email address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Escrow Agreement shall be as follows.

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

ASA East Hygiene, LLLP, a Colorado
Limited Liability Limited Partnership
c/o Anne Johnston Fleming, President
435 Carr Street

Lakewood, CO 80226-1316
303-618-5307
a.fleming9@icloud.com

With a Copy to:

Scott W. Dunn
Flanders, Elsberg, Herber & Dunn LLC
401 Main Street, Suite 1
Longmont, CO 80501
303-776-5380
scott@flanderslaw.com

If to Escrow Agent:

Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, Colorado 80525
Attn: Donna Manci
Email: dmanci@ltgc.com

11. TIME OF THE ESSENCE. Time is of the essence to all performance required by the instructions hereunder.

12. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the instructions hereunder.

[*Remainder of page intentionally left blank. Signature page to follow*.]

SIGNATURE PAGE
TO THE
ESCROW AGREEMENT

PURCHASER: Town of Erie

By: _____
Andrew Moore, Mayor

Date: _____

SELLER: ASA East Hygiene, LLLP, a Colorado Limited Liability Limited Partnership

By: Fleming Management Company, Inc., a Colorado Corporation, General Partner

By: _____
Anne Johnston Fleming, President

Date: _____

ESCROW AGENT: Land Title Guarantee Company

By: _____
Name: _____
Title: _____

Date: _____

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c. Any and all other documents required by NCWCD to transfer the CBT Units to Purchaser.

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pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

10. NOTICES. Any notice pursuant to this Escrow Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) e-mail transmission of a PDF copy of the signed written notice, sent to the intended addressee at the email address set forth below, or to such other physical or email address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Escrow Agreement shall be as follows.

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c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
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With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

ASA East Hygiene, LLLP, a Colorado
Limited Liability Limited Partnership
c/o Anne Johnston Fleming, President
435 Carr Street

Lakewood, CO 80226-1316
303-618-5307
a.fleming9@icloud.com

With a Copy to:

Scott W. Dunn
Flanders, Elsberg, Herber & Dunn LLC
401 Main Street, Suite 1
Longmont, CO 80501
303-776-5380
scott@flanderslaw.com

If to Escrow Agent:

Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, Colorado 80525
Attn: Donna Manci
Email: dmanci@ltgc.com

11. TIME OF THE ESSENCE. Time is of the essence to all performance required by the instructions hereunder.

12. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the instructions hereunder.

[*Remainder of page intentionally left blank. Signature page to follow.*]

SIGNATURE PAGE
TO THE
ESCROW AGREEMENT

PURCHASER: Town of Erie

By: _____
Andrew Moore, Mayor

Date: _____

SELLER: ASA East Hygiene, LLLP, a Colorado Limited Liability Limited Partnership

By: Fleming Management Company, Inc., a Colorado Corporation, General Partner

By: _____
Anne Johnston Fleming, President

Date: _____

ESCROW AGENT: Land Title Guarantee Company

By: DManci
Name: Donna Manci
Title: Closer

Date: 6.24.16

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-41

Subject:
A Resolution of the Town Council of the Town of Erie Accepting Dedications as Shown on the Hayward Minor Plat Amendment

Department: Planning - Land Use,

Presenter(s): Harry Brennan, Senior Planner

Time Estimate: 0

Fiscal Summary:
Cost as Recommended:
Balance Available:
Fund:
Line Item Number:
New Appropriation Required:

Policy Issues:
Staff's analysis indicates the proposed dedications are consistent with Town Charter, Municipal Code, and the Council's priorities. Approving the Resolution will confirm Council's agreement with the analysis and accept the dedications.

Staff Recommendation:
Approve and accept the dedications shown on the Hayward Minor Plat Amendment.

Summary/Key Points:

- The original Old Town Erie Plat established this residential lot.
- The existing homeowner seeks to split the lot into two lots to accommodate construction of a second unit at some point in the future.
- Minor Plat Amendments are allowed in Old Town per UDC section 10-7-7.
- The resulting two lots both will meet minimum lot standards under the Old Town Residential (OTR) zone district.

- New utility easements will ensure future construction maintains access to utilities in the public right-of-way.

Background of Subject Matter:
The property exists today as one lot at the corner of Balcolm Street and Kattell Street, with OTR zoning. This lot split into two lots would allow for future construction of a second dwelling unit, pursuant to Town codes. In preparation for construction of a second unit at a later date, this plat dedicates new utility easements to the Town.

Attachments:
1. Resolution 2026-120
2. Proposed Minor Plat Amendment

Town of Erie
Resolution No. 2026-120

A Resolution of the Town Council of the Town of Erie Accepting Dedications as Shown on the Hayward Minor Plat Amendment

Whereas, on February 20, 2026, Tanya Hayward filed an application for approval of the Minor Plat Amendment for the Hayward Minor Plat Amendment (the "Minor Plat Amendment");

Whereas, the Planning and Development Director has conditionally approved the Minor Plat Amendment, on the condition that the Town Council accept certain utility easement dedications as shown on the Minor Plat Amendment;

Whereas, on July 14, 2026, the Town Council considered the acceptance of the dedications as shown on the Minor Plat Amendment; and

Whereas, the Town Council desires to accept the dedications as shown on the Minor Plat Amendment.

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

Section 1. The Town Council hereby accepts the utility easement dedications shown on the Minor Plat Amendment.

Adopted this 14th day of July, 2026.

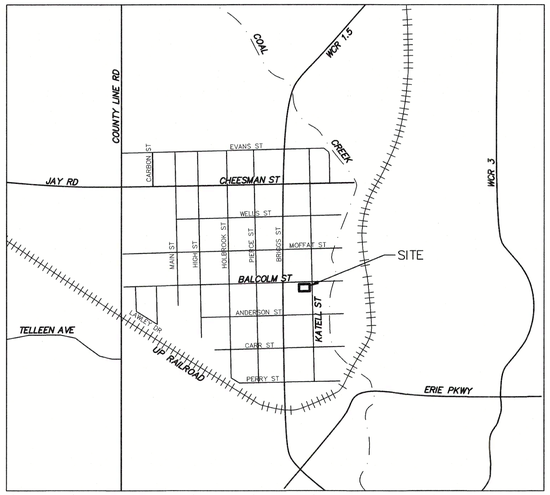
_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

TOWN OF ERIE, HAYWARD AMENDMENT

A REPLAT OF LOTS 13, 14, 15 & 16, BLOCK 3, EAST ADDITION TO THE TOWN OF ERIE
S 1/2 SECTION 18, T1N, R68W OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
0.347 ACRE – 2 LOTS
SUB2026-00003



VICINITY MAP
SCALE 1" = 1000'

DEDICATION STATEMENT:

THE UNDERSIGNED, BEING THE OWNER, MORTGAGEE OR LIEN HOLDER OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF WELD, COLORADO, DESCRIBED AS FOLLOWS:

LOTS 13, 14, 15 & 16, BLOCK 3, EAST ADDITION TO THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO,

CONTAINING 15,125 SQUARE FEET OR 0.347 ACRE, MORE OR LESS;

HAVE BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS AND AN EASEMENT AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF TOWN OF ERIE, HAYWARD AMENDMENT. THE EASEMENT SHOWN HEREON IS DEDICATED TO THE TOWN OF ERIE, COLORADO FOR PUBLIC USES AND PURPOSES AS SHOWN HEREON.

FAMILY TRUST OF JAMES HAYWARD & TANYA MIN TURNER–HAYWARD

BY: _____
AUTHORIZED OFFICIAL

TITLE: owner of trust

NOTARY PUBLIC:

STATE OF COLORADO)
)ss
COUNTY OF Weld)

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 22 DAY OF May, 2026.

WITNESS MY HAND AND OFFICIAL SEAL

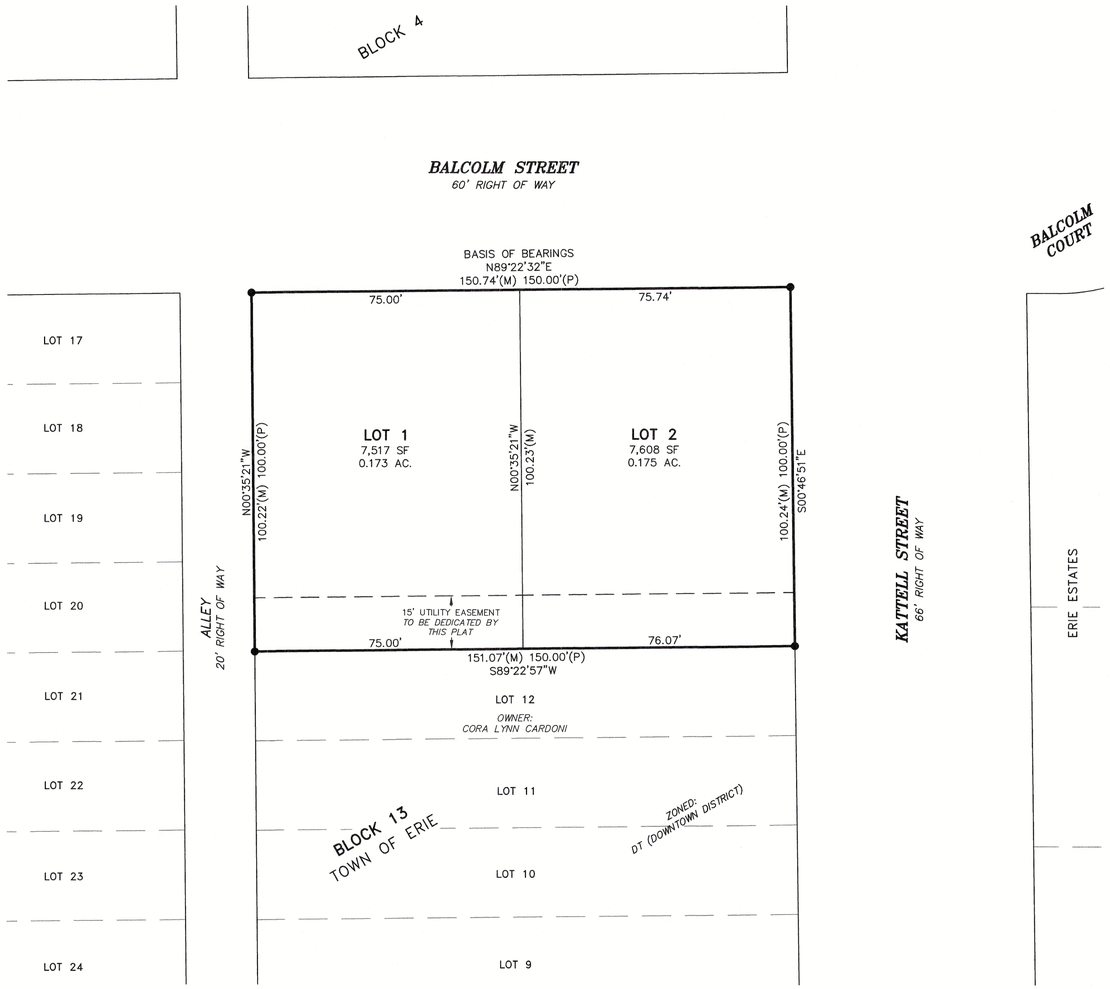
Cameron Greeson
NOTARY PUBLIC

MY COMMISSION EXPIRES: 04-15-2030

CAMERON EREKSON
Notary Public
State of Colorado
Notary ID # 20264014467
My Commission Expires 04-15-2030

LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS	0.347 AC.	100%
TRACTS	NA	NA
PUBLIC ROW	NA	NA
TOTAL	0.347 AC.	100%

OWNER:
FAMILY TRUST OF JAMES HAYWARD & TANYA MIN TURNER–HAYWARD
P.O. BOX 462 ERIE, CO 80516



LEGEND

- ● FOUND #5 REBAR WITH 1.25" YELLOW PLASTIC CAP, PLS 29414
- (M) MEASURED DISTANCE
- (P) PLATTED DISTANCE

NORTH
SCALE: 1" = 20'
0 10 20 40

TITLE VERIFICATION CERTIFICATE:

WE, FIRST AMERICAN TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR'S FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: Casey Jay Larson
AUTHORIZED OFFICIAL

TITLE: Branch Manager

NOTARY PUBLIC:

STATE OF COLORADO)
)ss
COUNTY OF Boulder)

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF May, 2026.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/23/29

SUZAN R OSTRUM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974019409
MY COMMISSION EXPIRES OCTOBER 23, 2029

PLANNING & DEVELOPMENT APPROVAL CERTIFICATE:

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF ERIE PLANNING & DEVELOPMENT DIRECTOR ON THIS _____ DAY OF _____, 20___.

_____
PLANNING & DEVELOPMENT DIRECTOR

SURVEYOR'S NOTES:

1) FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 5509–4346191, EFFECTIVE JANUARY 23, 2026, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
2) LINEAL UNITS USED ARE U.S. SURVEY FEET.
3) BASIS OF BEARINGS: THE NORTH LINE OF SUBJECT PROPERTY, BEARING N89°22'32"E (ASSUMED), A DISTANCE OF 150.74 FEET, MONUMENTED AS SHOWN HEREON.
4) DEED FOR THE SUBJECT PROPERTY RECORDED JULY 2, 2021 AT RECEPTION NO. 4731988.
5) ALL RIGHT–OF–WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE MAP OF THE TOWN OF ERIE RECORDED DECEMBER 28, 1928 AT RECEPTION NO. 552708; AND THE PLAT OF EAST ADDITION TO ERIE RECORDED JULY 23, 1885 AT RECEPTION NO. 17565.
6) PROPERTY AREA IS LOCATED IN FLOOD ZONE "X" (AREA PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) PER FLOOD INSURANCE RATE MAP FOR WELD COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08013C0441J, REVISED DECEMBER 18, 2012.
7) 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 SURVEYOR'S STATEMENT SHOWN HEREON.

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JANUARY 7, 2026, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF ERIE UNIFIED DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS 20th DAY OF May, 2026

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303–828–3340

COLORADO REGISTERED JOHN P. EHRHART 29414 PROFESSIONAL LAND SURVEYOR 5/20/26

EHRHART LAND SURVEYING
P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

PAGE NO.	1 OF 1
DATE:	2/5/26
DRAWN BY:	JPE
PROJECT:	S255476

TITLE POLICY SCHEDULE B EXCEPTIONS

1–7) STANDARD EXCEPTIONS (*NOT CHARTABLE – EHRHART LAND SURVEYING, LLC (ELS) DID NOT ADDRESS THESE ITEMS*)

8) ANY WATER RIGHTS, CLAIMS OR TITLE TO WATER, IN, ON OR UNDER THE LAND, WHETHER OR NOT THE MATTERS EXCEPTED ARE SHOWN BY THE PUBLIC RECORDS. *(NOT CHARTABLE)*

9) NOTES AND EASEMENTS AS SHOWN ON THE PLAT OF EAST ADDITION TO ERIE RECORDED JULY 23, 1885 IN PLAT BOOK 11 AT PAGE AT RECEPTION NO. 14565. *(NO EASEMENTS)*

10) RESERVATION OF ALL MINERALS AND ALL MINERAL RIGHTS AS CONTAINED IN DEED RECORDED NOVEMBER 29, 1967 IN BOOK 588 AT RECEPTION NO. 1510324. *(NOT CHARTABLE)*

11) OIL AND GAS LEASE BY AND BETWEEN TOWN OF ERIE, A MUNICIPAL CORPORATION AND THE VESSELS COMPANY IN INSTRUMENT RECORDED MARCH 24, 1983 IN BOOK 991 AT RECEPTION NO. 1921211. *(NOT CHARTABLE – BLANKET IN NATURE)*

12) ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE NORTHERN WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 6, 1992 AT RECEPTION NOS. 2277398 AND 2277399. *(NOT CHARTABLE)*

13) THE EFFECT OF LAND SURVEY PLAT RECORDED DECEMBER 08, 2004 AT RECEPTION NO. 3242502. *(SHOWN HEREON)*

14) THE EFFECT OF REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED JUNE 19, 2019 AT RECEPTION NO. 4498650 AND AMENDED RECORDED JULY 17, 2019 AT RECEPTION NO. 4506253. *(NOT CHARTABLE – BLANKET IN NATURE)*

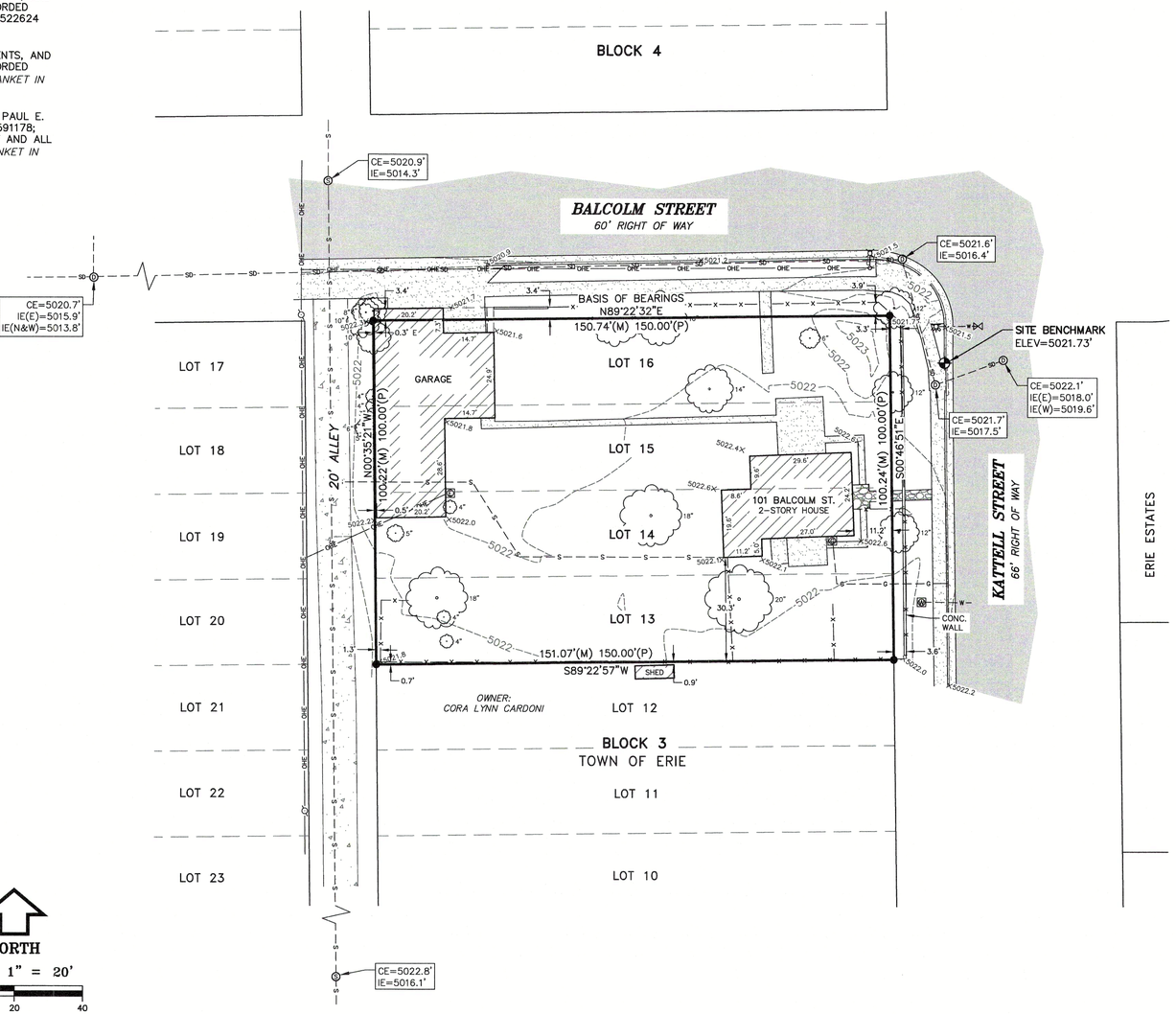
15) TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS, EASEMENTS, AND RESTRICTIONS, IF ANY, AS CONTAINED IN DECLARATION OF POOLING RECORDED SEPTEMBER 12, 2019 AT RECEPTION NOS. 4522622 AND 4522623 AND 4522624 AND 4522625. *(NOT CHARTABLE – BLANKET IN NATURE)*

16) TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS, EASEMENTS, AND RESTRICTIONS, IF ANY, AS CONTAINED IN DECLARATION OF POOLING RECORDED OCTOBER 14, 2019 AT RECEPTION NO. 4532220. *(NOT CHARTABLE – BLANKET IN NATURE)*

17) ANY INTEREST IN ALL OIL, GAS AND OTHER MINERALS CONVEYED TO PAUL E. PAGE BY MINERAL DEED, RECORDED MAY 18, 2020 AT RECEPTION NO. 4591178; TOGETHER WITH ANY RIGHTS OF INGRESS AND EGRESS THEREIN AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. *(NOT CHARTABLE – BLANKET IN NATURE)*

ALTA TABLE A

ITEM	OPTIONAL SURVEYOR RESPONSIBILITIES & SPECIFICATIONS
1	MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. – *SHOWN HEREON*
2	ADDRESS: *101 BALCOLM STREET, ERIE, COLORADO 80516*
3	FLOOD ZONE CLASSIFICATION: *SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS OF LESS THAN 0.2% ANNUAL CHANCE FLOOD) PER FLOOD INSURANCE RATE MAP FOR WELD COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08013C0441J, REVISED DECEMBER 18, 2012.*
4	GROSS LAND AREA: *15,125 SQ. FT. OR 0.347 ACRE AS SURVEYED*
5	VERTICAL RELIEF WITH THE SOURCE OF INFORMATION, CONTOUR INTERVAL, DATUM, WITH ORIGINATING BENCHMARK. *BENCHMARK: NGS "ERIE" – PID: LL1408 – ELEV=5113.48' (NAVD88–GEOID18); SITE BENCHMARK: CHISELED "+" IN CONCRETE – ELEV=5021.73' (NAVD88–GEOID18) – SHOWN HEREON*
7a	EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. – *SHOWN HEREON*
13	NAMES OF ADJOINING OWNERS OF PLATTED LANDS ACCORDING TO CURRENT PUBLIC RECORDS. – *SHOWN HEREON*



LEGEND

- ● FOUND #5 REBAR WITH 1.25" YELLOW PLASTIC CAP, PLS 29414
- (P) PLATTED DISTANCE
- (M) MEASURED DISTANCE
- X 5107.3 SPOT ELEVATION
- CE COVER ELEVATION
- IE INVERT ELEVATION
- SITE BENCHMARK
- ELECTRIC METER
- GAS METER
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- STORM MANHOLE
- SEWER MANHOLE
- –S– SEWER LINE
- –SD– STORM LINE
- –G– GAS LINE
- –W– WATER LINE
- –X– FENCE
- –OHE– OVERHEAD ELECTRIC LINE
- STREET LIGHT
- POWER POLE
- SIGN
- DECIDUOUS TREE
- STONE PATH
- GRAVEL/DIRT
- CONCRETE
- ASPHALT
- BUILDING

NORTH

SCALE: 1" = 20'

0 10 20 40

LEGAL DESCRIPTION:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 5509–4346191, 1/23/26)

LOTS 13, 14, 15 AND 16, BLOCK 3, EAST ADDITION TO THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING 15,125 SQUARE FEET OR 0.347 ACRE, MORE OR LESS.

NOTES:

1) THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.

2) THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT OR VERIFY EASEMENTS OF RECORD. REFERENCE IS MADE TO FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 5509–4346191, WITH A COMMITMENT DATE OF JANUARY 23, 2026 FROM WHICH THIS SURVEY IS BASED. THIS PROPERTY IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS RELATING TO THE USE AND CHARACTER OF THE LAND AND ALL MATTERS APPEARING OF PUBLIC RECORD AND AS MAY BE DISCLOSED BY A MORE RECENT TITLE COMMITMENT OR REPORT.

3) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.

4) LINEAL UNITS USED ARE U.S. SURVEY FEET.

5) BASIS OF BEARINGS: THE NORTH LINE OF THE SUBJECT PROPERTY, BEARING N89°22'32"E (ASSUMED), A DISTANCE OF 150.74 FEET, MONUMENTED AS SHOWN HEREON.

6) BENCHMARK: NGS "EIRE" – PID: LL1408 – NGS CONTROL DISK SET IN TOP OF CONCRETE MONUMENT – ELEV=5113.48' (NAVD88–GEOID18)

   SITE BENCHMARK: CHISELED "+" IN CONCRETE AS SHOWN HEREON – ELEV=5021.73' (NAVD88–GEOID18)

7) UTILITY LOCATIONS ARE FROM VISIBLE SURFACE EVIDENCE. UNDERGROUND IMPROVEMENTS ARE NOT SHOWN. FOR SPECIFIC LOCATIONS DURING CONSTRUCTION CALL THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1–800–922–1987.

8) ALL RIGHT–OF–WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE MAP OF THE TOWN OF ERIE, RECORDED DECEMBER 28, 1928 AT RECEPTION NO. 552708.

9) 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 SURVEYOR'S STATEMENT SHOWN HEREON.

10) PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2, THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

CONFLICTING BOUNDARY EVIDENCE/POSSIBLE ENCROACHMENTS:

1) SOME FENCES/WALLS DO NOT COINCIDE WITH PROPERTY LINES AS SHOWN HEREON.
2) NORTH SIDE OF GARAGE ENCROACHES 3.4 FEET OVER THE NORTH PROPERTY LINE.

SURVEYOR'S STATEMENT:

TO TANYA HAYWARD, AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–5, 7.a, AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 7, 2026.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303–828–3340

COLORADO REGISTERED JOHN P. EHRHART 5/12/26 29414 PROFESSIONAL LAND SURVEYOR

REVISION #1 – 05/12/26 – JMH

ALTA/NSPS LAND TITLE SURVEY
101 BALCOLM STREET
LOTS 13–16, BLOCK 3, TOWN OF ERIE
S 1/2 SECTION 18, T1N, R68W OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

EHRHART LAND SURVEYING
P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:	1 OF 1
DATE:	2/5/25
DRAWN BY:	OLB
PROJECT:	S255476

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-42

Subject:
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

Department: Parks & Recreation,

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

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:	$811,072
Balance Available:	$3,790,263.58
Fund:	Parks Improvement Impact Fund
Line Item Number:	320-50-110-605000-100200
New Appropriation Required:	No

Policy Issues:
This contract is over $150,000 and therefore requires Council approval.

Staff Recommendation:
Approve the resolution to approve the construction contract with A&M Renovations, LLC.

Summary/Key Points:

- This expense funds the rehabilitation of the Schofield original shed and brooder house in line with the recommendations of the Historic Structures Assessment.
- The work continues previous work at Schofield.

Background of Subject Matter:

In 2018, the Board of Trustees (now Town Council) approved a vision plan for Schofield Farm Open Space. Staff developed the plan through substantial public outreach, research on comparable sites, interviews with former residents, and detailed site analysis. This process created a framework to transform the property into a unique cultural and recreational resource for Erie residents and visitors. Since then, staff have advanced the project through a phased approach:

- A $30,900 State Historical Fund (SHF) grant funded a Historic Structures Assessment.
- A $32,780 SHF grant funded the design for interim grading on the site and the design of water and sanitary sewer connections.
- The Town installed water and sanitary sewer utilities onsite.
- A $250,000 SHF grant helped fund the complete rehabilitation of the historic farmhouse, originally built in 1889. The farmhouse now serves as Parks & Recreation staff offices and staff meeting space.
- A $250,000 to fund exterior improvements for the large barn and loafing shed rehabilitation, currently in progress.

Funding for the entire project is a mixture of approved funds, including Parks Improvement Impact Fund, Trails and Natural Areas Fund, and the Tree Impact Fund. The Town is leveraging these funds with SHF funds and a $1.1M Land and Water Conservation Fund grant for Phase I of site improvements, which is now complete. Phase II of site improvement is scheduled to begin this summer.

Over the past several months, staff collaborated with the architect to finalize construction documents for the reconstruction of the original shed and brooder house. The scope of work includes site work, concrete foundation and floor slab, structural framing, insulation, roofing, windows, doors, restoration and reinstalling of salvaged wood siding and trim, interior finishes, mechanical, electrical, and plumbing.

A&M Renovations will begin reconstruction in Q3. A&M bring several years of experience on the Schofield project after earning selection through a competitive RFP process.

Attachments:

1. Resolution 2026-129
2. A&M_Renovations-Construction_Contract(Reconstruction_of_Schofield_Shed_&_Brooder_House)PR-26-12

Town of Erie
Resolution No. 2026-129

A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with A&M Renovations LLC for Reconstruction of Schofield Shed and Brooder House

Whereas, the Town requires the professional services of A&M Renovations LLC for certain construction activities to reconstruct the Schofield Shed and Brooder House.

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

Section 1. The Construction Contract with A&M Renovations LLC 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 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: DBD0E451-7603-810A-83D3-0D6644C10320

Construction Contract
(Reconstruction of Schofield Shed & Brooder House PR-26-12)

This Construction Contract (the "Contract") is made and entered into this 14 day of July, 2026 (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado municipal corporation (the "Town"), and A&M Renovations LLC, an independent contractor with a principal place of business at 5800 E. 58th Avenue, Unit K, Commerce City, CO 80022 ("Contractor") (each a "Party" and collectively the "Parties").

Recitals

A. Contractor has been providing certain services to the Town in relation to the various Town improvements to the Schofield Farm property and has a need to expand the scope of Contractor's services, which Contractor has the expertise to perform.

B. The Town has determined that Contractor is the most qualified to perform the Work, subject to the terms and conditions of the Contract Documents.

Agreement

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

1. Contract Documents. The "Contract Documents" for this Project consist of the following:

A. This Contract
B. General Provisions
C. Special Provisions
D. Construction Drawings
E. Certificate of Insurance Verification
F. Notice to Proceed
G. Payment and Performance Bond
H. Certificate of Final Payment
I. Final Acceptance Form

Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall

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apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

2. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with and reasonably inferable from this Contract and the Contract Documents, attached hereto and incorporated herein by this reference, necessary for the successful completion of the Project:

All labor, services, material, and other work necessary for construction of the new restrooms at Schofield Farm, as identified in the Proposal from Contractor dated July 2, 2026, and shown or called for in the Contract Documents.

3. Bonds. Within 10 days of the Effective Date, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents. A payment and performance bond is not required for contract amounts under $50,000 unless indicated differently in the Request for Bids or the Contract Documents.

4. Commencement and Completion of Work. Contractor shall commence the Work identified in the Notice to Proceed within 10 days of date of the Notice to Proceed. Substantial Completion of the entirety of the Work for the Project shall be accomplished by Contractor within 381 days of the Notice to Proceed, unless the time within which Contractor is required to achieve Substantial Completion is subsequently extended in accordance with the Contract Documents. Final Completion and Final Acceptance of the Work shall be accomplished within 30 days of the date of Substantial Completion.

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 shown 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 $811,072.00.

5. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the Work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* occupational qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall

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not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

6. Miscellaneous.

a. *Governing Law and Venue*. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof or relating to or arising out of the Contract or the Work shall be brought in District Court in Boulder County, Colorado.

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

c. *Integration*. This Contract, the Contract Documents and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

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

e. *Notice*. Any notice under this Contract shall be in writing to the representatives for the Parties and at the addresses set forth below and shall be deemed given (i) by hand delivery, upon receipt thereof; (ii) 3 days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (iii) 1 day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery; or (iv) if delivered electronically, when received by the recipient via e-mail at the e-mail addressed identified below. Either Party may change its address or representative to whom notice must be provided for purposes of this Contract at any time by giving notice of such change to the other Party.

If to the Town:

Name: Luke Bolinger
Title: Director of Parks and Recreation
Address: PO Box 750
City/State/Zip Code: Erie, CO 80516
Email Address: lbolinger@erieco.gov

With a copy to:

Name: Breena Meng
Title: Town Attorney
Address: PO Box 715

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City/State/Zip Code: Erie, CO 80516
Email Address: bmeng@erieco.gov
If to the Contractor:

Name: Andy Carlson
Title: Project Executive
Address: 5800 E. 58th Avenue, Unit K
City/State/Zip Code: Commerce City, CO 80022
Email Address: andy@heritagewindowrestoration.com

f. *Severability*. If any provision of this Contract 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 Contract may only be modified upon written agreement of the Parties.

h. *Assignment*. Neither this Contract 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 Contract, 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 and its officers, attorneys or employees.

j. *Rights and Remedies*. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract 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 or liability beyond the current fiscal year. The foregoing notwithstanding, in compliance with § 24-91-103.6, C.R.S, the Town will affirm as part of development of the mutually agreed upon GMP that it has made an appropriation equal to or greater than the GMP at the time of the GMP amendment. Furthermore, similar confirmation shall be provided for any change order issued under the Contract Documents that increases the GMP.

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In Witness Whereof, this Construction Contract has been executed by the Parties as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

By: DocuSigned by: Andy Carlson 17E54C84E514434...

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____ as _____ of A&M Renovations, LLC.

My commission expires:

(Seal)

Notary Public

Docusign Envelope ID: DBD0E451-7603-810A-83D3-0D6644C10320

Certificate of Insurance

State of Colorado)
) ss.
County of _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Erie shall rely on the information provided.

This information is provided for the Town of Erie, Work No. _____.

By: _____

Title: _____

Agency: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____, as _____ of A&M Renovations, LLC.

My commission expires:

(Seal)

_____
Notary Public

Docusign Envelope ID: DBD0E451-7603-810A-83D3-0D6644C10320

Notice to Proceed

Date: _____

Contractor: _____
_____
_____
_____

RE: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date cited below. This notice is in reference to the Construction Contract between you and the Town of Erie concerning the following work: _____.

Please note that in accordance with the Construction Contract, the Work identified in this Notice to Proceed must commence within 10 days of the date of this Notice, and all Work must be substantially completed within 381 days of the date of this Notice, which shall be the 31 day of July, 2027, and finally completed within 411 days of the date of this Notice, which shall be the 30 day of August, 2027.

If you have any questions, please call me at 303-926-2796.

Sincerely,

_____

Luke Bolinger, Project Manager

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Payment and Performance Bond

Bond No._____

Know All Men By These Presents: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Erie, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the penal sum of $_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

The Conditions of this Obligation are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____,20__, a copy of which is hereto attached and made a part hereof for the performance of the Work.

Now, Therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty or warranty period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by the Principal's failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

Provided, further, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same

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shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest:

By: _____

Title: _____

(Corporate Seal)

Principal

By: _____

Title: _____

Address: _____

_____

Surety

Attest:

By: _____

Attorney-in-Fact: _____

Surety: _____

By: _____

Title: _____

Address: _____

_____

(Surety Seal)

Note: Date of Bond must <u>not</u> be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

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Certificate of Final Payment

With reference to Contract Number _____ dated _____, 20__, between the undersigned Contractor and the Town of Erie, for: _____ at Erie, Colorado

The undersigned hereby certifies that all costs, charges and expenses incurred by it on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises, and/or used in connection with its Work under the Contract have been duly paid.

The undersigned further certifies that to its best knowledge and belief (based upon reasonable investigation) each of its subcontractors and material men have duly paid all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's Work under the Contract.

In consideration of $_____ representing final payment under the Contract, the undersigned hereby releases and discharges the Owner and Owner's property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the Work.

As additional consideration for the final payment, and to the fullest extent permitted by law, the undersigned agrees to defend, indemnify and hold harmless Owner from and against all costs, losses, damages, claims, causes of action, judgments and expenses arising out of or in connection with claims against Owner which may be asserted by the undersigned or any suppliers, subcontractors of any tier or any of their representatives, officers, agents and employees for the costs, losses, damages, claims, causes of action, judgments and expenses and expenses that are attributable to the act, omission, error, professional error, mistake, negligence or other fault of the undersigned.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of the Contract as amended, which by their nature survive completion of the Work including, without limitation, warranties, guarantees and indemnities.

Executed this _____ day of _____, 20__.

_____
Contractor

Docusign Envelope ID: DBD0E451-7603-810A-83D3-0D6644C10320

Certificate of Final Acceptance

Date: _____

TO: _____ Project No.: _____

Project Title: _____

This is to advise you that a final inspection of the referenced Work has been made and all work and material was found to be satisfactory as of the date of this Certificate of Final Acceptance. Therefore, the Work is considered by the Town of Erie to be complete in accordance with the approved plans, specifications and Contract Documents.

In accordance with the Contract, all Warranty periods shall begin as of the date of this letter.

Notwithstanding the above, Contractor shall not be relieved from any obligations under the Contract Documents by this final inspection and Certificate of Final Acceptance, and the Town of Erie expressly reserves and does not by issuance of this Certificate of Payment intend to waive any claims for defective, deficient, or otherwise nonconforming Work that are hereafter discovered.

Town of Erie

By: _____

Title: _____

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General Provisions

Part 1. Definitions

1.01 Contract Documents:

A. This Contract
B. General Provisions
C. Special Provisions
D. Construction Drawings
E. Certificate of Insurance Verification
F. Notice to Proceed
G. Payment and Performance Bond
H. Certificate of Final Payment
I. Final Acceptance Form

1.02 Change Order:

A written order issued by the Town after execution of the Contract authorizing a revision to the Work or an adjustment in the Contract Price or the Contract Time.

1.03 Town:

The Town of Erie, Colorado.

1.04 Contract:

The entire written agreement covering the performance of the Work described in the Contract Documents.

1.05 Contract Price:

The amount set forth in Section 5 of the Construction Contract.

1.06 Contract Time:

The time for completion of the Work as set forth in Section 4 of the Construction Contract.

1.07 Day:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.08 Final Completion:

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

1.09 Project Manager:

The Town's duly authorized representative in connection with the Work.

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1.10 Subcontractor:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 Substantial Completion:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

1.12 Work:

All services, labor, materials, and equipment necessary to complete all of the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

Part 2. Time

2.01 Time of the Essence:

All times stated in the Contract Documents are of the essence.

2.02 Final Acceptance:

Upon Final Completion, the Project Manager will issue Final Acceptance.

2.03 Changes in the Work:

A. The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, at any time and without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time if warranted and supported by the terms of the Contract Documents.

B. If Contractor believes that any oral or written order or instructions from the Town involve extra or changed work that Contractor should receive extra compensation for, Contractor shall, within 7 days after the Town's order or instruction, submit a written request for an increase in the Contract Price to the Project Manager. If a request is not made within this time period, Contractor shall waive any right to additional compensation related to the extra or changed work.

C. If Contractor believes that any oral or written order or instructions from the Town involve extra or changed work that will affect the critical path schedule of performance of the Work and require Contractor to spend more time on the Project than was earlier anticipated, Contractor shall submit a written request to the Project Manager requesting an extension of the Contract Time within 7 days after the Town's order or instruction; otherwise it shall be waived. Such requests shall be evaluated as set forth in Section 2.05.B.

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D. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time if warranted and supported by the terms of the Contract Documents. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written and executed Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the Parties as documented in an executed Change Order before the work set forth in or covered by the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Erie Town Council shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work has been performed.

E. Any Change Order signed by the Project Manager shall be considered a part of the Contract and subject to every term and requirement of the Contract Documents. It is the duty of Contractor to notify the Surety that issued the bonds required by the Contract Documents of any changes affecting the scope of Contractor's Work or change in the Contract Price, and, if requested by the Town, to increase the amount of the bonds accordingly.

2.04 Differing Site Conditions:

Contractor shall promptly, upon discovery, and before the conditions are disturbed, provide written notice to the Project Manager of any subsurface or latent physical conditions at the Project site that materially differ from those indicated in the Contract Documents, or unknown physical conditions at the Project site of an unusual nature that materially differ from those ordinarily encountered and inherent in work of the character provided for in the Contract Documents and that could not have been determined or anticipated at the required pre-Bid site investigation, in the exercise of reasonable diligence.

If the conditions do so materially differ as to cause an increase or decrease in Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, then the Contract Price shall be equitably adjusted by a Change Order upon claim by either party and made within 7 days after the conditions first become apparent; otherwise it shall be waived. Contractor shall have the burden to prove that the actual conditions subsurface or latent conditions materially differ from those shown in the Contract Documents and/or that the differing site conditions could not have been discovered at the required pre-Bid site investigation.

No request by Contractor for an equitable adjustment to this Contract for differing site conditions shall be allowed if made after final payment under this Contract.

2.05 Delays:

A. A suit or other legal action, including administrative agency actions or citations, against the Town that causes a delay in the Work, other than a suit or

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legal action against Contractor, will entitle Contractor to an equivalent extension of time unless the period of such delay exceeds six (6) months. When such period is exceeded, the Town will, upon a request by Contractor in writing, elect either to terminate this Contract for the Town's convenience as provided for in Section 4.05 or to grant a further extension of time, in the Town's sole and absolute discretion.

B. If Contractor is delayed in the critical path progress of the Work by acts of God, fire, wars, epidemics, pandemics other than COVID-19, or other unavoidable casualties beyond Contractor's control or anticipation, then, upon Contractor's written request to the Town within 7 days of Contractor first becoming aware of the condition causing the delay, then the Contract Time shall be extended for a reasonable period of time equivalent to the delay.

C. If Contractor believes that an extension of the Contract Time should be granted due to critical path delays to the progress of the Work caused by unanticipated adverse weather conditions, it may request a contract extension in writing from Town within 7 days of Contractor first becoming aware of the unanticipated adverse weather conditions causing the delays. For purpose of this provision "weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar day varies from the average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

Monthly Anticipated Adverse Weather Days

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	4	4	4	6	3	4	2	3	3	2	5

By reason of example only, if in March there are 2 days when the snowfall exceeds the average snowfall for that day by 100%, those 2 days will have experienced an adverse weather condition. However, there will have been no unanticipated adverse weather condition in March, because there are four anticipated adverse weather days in March, which should be accounted for in the schedule. If, however, there are 5 days in which the snowfall exceeds the average snowfall by 100%, an unanticipated adverse weather condition will have occurred, and Contractor shall be entitled to request an extension of time equivalent to the duration of the critical path delay caused by that unanticipated weather condition

D. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than 7 days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the critical path progress of the Work. Contractor shall use its best efforts to mitigate or minimize the length of any critical path delay to the progress of the Work, and shall have the burden to provide the events

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which caused the delays and that Contractor timely provided notice of those delays to the Town.

E. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

F. Contractor shall not be entitled to any extension of time caused by events within the control of Contractor, nor for delays which Contractor could have foreseen and avoided, prevented, or significantly mitigated, nor for any delays caused in whole or in part by Contractor or its subcontractors or suppliers or anyone for whom any of them may be liable.

2.06 No Damages for Delay:

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

Part 3. Contractor's Responsibilities

3.01 Completion/Supervision of Work:

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing in the jurisdiction where the Project is located. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with all applicable laws, ordinances, rules and regulations including, without limitation, the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. § 651, et seq. standards. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor or superintendent on site at all times when Contractor or any subcontractor is performing Work. Contractor shall designate the supervisor or superintendent, who shall be authorized to act on behalf of Contractor in all matters related to the Contract and shall notify the Town of the supervisor or superintendent's name and contact information, including mobile phone and email address, with 5 days of execution of the Contract. Contractor shall not remove or replace the designated supervisor or superintendent from the Project without prior written notice to and written approval by the Town.

3.02 Duty to Inspect:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any

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concerns which Contractor may have regarding construction conditions prior to executing the Contract.

3.03 Furnishing of Labor and Materials:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work as described in or reasonable inferable from the Contract Documents.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

3.04 Employees and Safety:

A. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of any applicable laws, ordinances, rules or regulations including, but not limited to, the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq*.

B. Contractor shall maintain at all times strict discipline of its personnel, employees and other persons carrying out the Work, and Contractor shall not employ or furnish or permit the employment of any person unfit or without sufficient knowledge, skill, training and experience to perform properly the job for which the employee was hired in connection with the Work. The Town may require Contractor to remove from the Project any person the Town deems incompetent, careless or otherwise objectionable, in the Town's sole discretion, and Contractor shall promptly do so without any adjustment to the Contract Price or the Contract Time.

C. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees, subcontractors and their respective employees, and suppliers and their respective employees. Nothing in the Contract Documents nor the Town's acceptance or lack of objection to a subcontractor or supplier shall not be construed as creating any contractual relationship between the Town and any subcontractor, supplier or other person or entity having a direct contract with Contractor, a subcontractor, or supplier.

D. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety and reasonable protection, including the provision of all notices and compliance with all applicable laws bearing on the safety or persons or property, to prevent damage, injury or loss to: all personnel, employees, other persons carrying out the Work, and others whom the Work might affect; all

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materials and equipment in the custody, care or control of Contractor, whether such materials or equipment are stored on or off site, and whether or not incorporated into the Work; all Work performed under this Contract; and all property and improvements on the work site and any adjacent property. Contractor shall repair or replace any damage, injury, or loss to all public or private property caused directly or indirectly, in whole or in part, by Contractor, any subcontractor, any supplier, or any of their respective personnel or employees or anyone for whose acts any one of them may be liable.

3.05 Cleanup:

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish. Contractor shall remove all waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon completion of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks. Contractor shall also conduct such general cleanup operations on adjacent properties disturbed by the Work.

B. If Contractor fails to perform the cleanup required by the Contract Documents, including this Section 3.05, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold and offset said amount from any progress or final payment due to Contractor.

3.06 Payment of Royalties and License Fees:

Contractor shall pay all royalties and license fees necessary for the Work and shall include and shall be considered to have included in Contractor’s Bid a sum sufficient to cover all fees, royalties, licenses and claims for any patent rights, copyrights, trademarks or any other intellectual property rights which may be connected with the Work. Contractors shall defend, indemnify and hold harmless the Town and its officers and agents from and against all fees, claims, demands, suits, or actions for or in connection with any infringement or alleged infringement of any intellectual property rights.

3.07 Taxes, Licenses and Permits:

Contractor shall pay all taxes imposed by law in connection with the Work and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a State tax-exempt number for exemption from the sales tax.

3.08 Samples and Shop Drawings:

Contractor shall furnish, upon the request of the Project Manager or as required by the Contract Documents, submittals, samples and shop drawings to the Project Manager, who shall, in collaboration with the Engineer, as applicable, review them for general conformance with the Contract Documents. Approval by the Town and/or the Engineer of any submittals, samples or shop drawings furnished by Contractor shall not relieve

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Contractor of its obligation to complete the Work in accordance with the Contract Documents.

3.09 Compliance with Laws and Regulations:

Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules in effect or enacted during the course of performance of the Work relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq*. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq*.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq*. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq*.; the Clean Water Act, 33 U.S.C. § 1251, *et seq*.; the Clean Air Act, 42 U.S.C. § 7401, *et seq*.; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq*. ("OSHA"); all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, standards, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect during the course of performance of the Work.

3.10 Subcontractors:

A. Those portions of the Work that Contractor does not customarily perform with its own personnel or does not, for purposes of this Project, intend to perform with its own personnel, shall be performed under written subcontracts or other appropriate written agreements with Contractor. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents and shall incorporate all relevant provisions of the Contract Documents.

3.11 Corrective Work:

When any Work does not conform to the Contract Documents, Contractor shall promptly and without cost to the Town make the necessary corrections so that the Work will so conform, within the time period approved by the Project Manager including, if necessary, the complete removal and replacement of the non-conforming Work with conforming Work. If Contractor does not correct such non-conforming Work within the time approved

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by the Project Manager, the Town may, in the Town's discretion, have the non-conforming work corrected by others. All direct or indirect costs of or in connection with such correction, including the additional costs of any professional services, testing or inspection necessary for the full and proper correction of the non-conforming Work, shall be paid by Contractor and, if sufficient amounts remain within the Contract Price, the costs incurred by the Town withheld or offset from any progress or final payment to which Contractor would otherwise be entitled. The Town's failure to reject, review, approval or acceptance of, or payment for any portion of the Work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

3.12 Other Contracts:

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors engaged by the Town in connection with the Work full and unimpeded access to the work site as necessary to fully and timely perform their respective contracts.

3.13 Communication:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

Part 4. Suspension and Termination

4.01 Suspension for Contractor Default:

The Town may, in the Town's discretion, order Contractor in writing to suspend the Work or any part of the Work because Contractor has materially breached any terms or conditions of the Contract Documents. If Contractor later resumes work that the Town previously suspended pursuant to this Section 4.01, Contractor shall not be afforded any extension of the Contract Time and the Town shall not be liable to Contractor for any additional costs caused by the suspension or related to Contractor's resuming the suspended Work.

4.02 Suspension for the Town's Convenience:

The Town may, at any time and without cause, order Contractor in writing to suspend the Work or any portion thereof for such period of time as the Town may determine, for the Town's convenience and in the Town's sole discretion. If the Town suspends the Work pursuant to this Section 4.02, the Contract Price and the Contract Time shall be equitably adjusted to account for any actual and substantiated critical path delays to the progress of the Work and actual and substantiated increase in costs for the performance of the Work. If the suspension applies to only a part of the Work, an extension of the Contract

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Time will be authorized based on the Project Manager's estimate of the delay to the entire Project caused by the partial suspension.

4.03 Labor Disputes:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving 48 hours' written notice of its intent to do so.

4.04 Termination for Contractor Default:

Without prejudice to any other rights or remedy, the Town may terminate this Contract or reassign all or any portion of the Work upon 30 days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies lawfully available to the Town including without limitation an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

4.05 Termination for the Town's Convenience:

A. The Town may, at any time and without cause, terminate the Contract, in whole or in part, for the Town's convenience and without cause if such determination is in the Town's best interest. Contract termination for convenience by the Town will be initiated by the Town's written Contract Termination Notice which will specify the effective date and the extent of the termination. In the event the Contract is terminated for convenience, Contractor is not entitled to any claim for any amount, including lost profits or other special or consequential damages, for or in connection with Work yet to be performed.

B. Upon receipt of a Contract Termination Notice pursuant to this Section 4.05, Contractor shall, unless otherwise directed by the Town, take all of the following actions: (i) cease operations as directed by the Town in the Contract Termination Notice; (ii) take all actions necessary or that the Town may direct for the protection and preservation of the Work; and (iii) except for Work directed to be performed prior to the effective date of termination stated in the Contract Termination Notice, 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 Work. Contractor shall, with the Town's prior approval as to the terms, settle and pay all liabilities and claims arising out of such cancelled commitments or subcontracts or, if the Town so elects, shall assign all of Contractor's rights, title and interest in and to those commitments and subcontracts to the Town such that the Town will then have the right to settle and pay all claims arising out of the cancellation of those commitments and subcontracts directly.

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C. If the Town terminates the Contract for convenience as provided for in this Section 4.05, the Town shall pay Contractor for the Work properly executed 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. Contractor shall submit an itemization and claim, along with all supporting backup documentation and cost records substantiating the amounts claimed, of any costs sought pursuant to this Section 4.05.C to the Town within 60 days after the effective date of the Contract Termination Notice, unless such time period is extended by mutual agreement of the Parties. Upon agreement by the Town and Contractor as to the amounts to which Contractor is entitled under this Section 4.05.C, the amounts agreed to shall be embodied in a Change Order and Contractor shall be paid that amount by the Town.

D. Payment for amounts properly executed by Contractor prior to the Contract Termination Notice shall be based on the applicable Bid prices for such Work for those portions of the Work actually completed and accepted by the Town, as well as a release of any retainage held by the Town as of that time. Contractor shall not be entitled to loss of other anticipated profits under this Contract, profits lost on other work not obtained, 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.

E. In no event shall the total sums paid to Contractor pursuant to this Section 4.05 exceed the Contract Price.

F. Settlement of and payment for the Work performed and costs of termination as outlined in this Section 4.05 shall not relieve Contractor or its Surety from responsibility or obligations with respect to the Work performed or concerning any claims arising out of the Work performed by Contractor on the Project or Bonds issued in connection with the Project.

Part 5. Warranties:

5.01 Warranty of Fitness of Equipment and Materials:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 General Warranty:

Contractor shall warrant and guarantee all material furnished and Work performed by Contractor for a period of 2 years from the date of Final Completion and Final Acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or

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replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract Documents. Should Contractor fail to perform any such corrective work required by this Section 5.02 within a reasonable period of time after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required corrective work through others. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for nonconforming Work or for Work negligently or defectively performed.

Part 6. Bonds, Insurance and Indemnification

6.01 Indemnification:

A. Contractor 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 Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this 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 of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation

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to defend, 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 of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c). However, nothing in this Section 6.01 shall apply to or affect any Bonds issued in connection with the Project, contracts or insurance, or insurance policies that provide for the defense, indemnification or holding harmless of public entities, nor any other obligations, rights or remedies of either of the Parties to this Contract.

6.02 Notice of Claim:

If Contractor receives any claim from any third party, including but not limited to subcontractors, suppliers, personnel, employees, or private property owners, arising from or relating in any way to the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 Insurance:

A. Contractor 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 Contractor pursuant to this Contract. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents, including this Section 6.03, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the minimum insurance coverages listed below, unless otherwise specified in the Special Conditions, with forms and insurers acceptable to the Town. By requiring such minimum coverages, the Town shall not be deemed or construed to have assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks relative to the Work to be performed on this Project as required by the Contract Documents and, if Contractor deems it appropriate and/or prudent, maintain higher limits and/or broader coverages than those provided for herein.

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 and provide coverage for all premises and operations, explosions, collapse and underground hazards, 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.

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B. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to the Contract Documents for the duration of the applicable statutes of limitation and statute of repose. All of Contractor's policies shall contain a severability of interests provision, and shall, where commercially available, include the Town and the Town's elected and appointed officers or officials, employees, agents, volunteers, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

C. 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 Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

D. 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 Contract.

E. Contractor shall ensure that all of Contractor's and subcontractors' or suppliers' insurers are licensed or approved to do business within the State of Colorado. Unless otherwise specified, all policies must be written on a per occurrence basis.

F. Contractor and its insurers shall waive subrogation in favor of Additional Insured parties.

E. Failure of Contractor to comply with these insurance requirements during the term of the Contract may be considered a material breach and may be cause for immediate termination of the Contract, at the Town's option and in its sole discretion.

6.04 Performance and Payment Bond:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until 2 years after the date of Final Completion and Final Acceptance of the Work.

Part 7. Payment

7.01 Progress Payments:

A. The Town shall make periodic progress payments to Contractor within 30 days following the Project Manager's approval of the Work completed and the applicable payment application. A progress payment shall be made only after

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Contractor has submitted an application for a progress payment on a form approved by the Project Manager, along with copies of invoices from subcontractors or suppliers substantiating the amounts billed, partial, conditional lien and claim waivers executed by Contractor and by each subcontractor and supplier covered by the applicable payment application and, beginning with the second application for a progress payment, unconditional lien and claim waivers from Contractor and each subcontractor and supplier for all amounts paid by the Town on prior applications for payment.

B. Except as otherwise provided for in the Contract Documents and this Section 7.01, progress payments shall be in an amount equal to 95% of the Work actually completed. All amounts retained by the Town pursuant to this Section 7.01.B shall be retained by the town until the Work is completed and finally accepted by the Town. Completed Work shall, pursuant to approval and acceptance by the Project Manager, include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. In addition to the 5% retainage provided for in Section 7.01.B and withholding for failure to timely complete the Work as provided for in Section 7.01.C, the Town may retain any disputed line item or portion thereof included in any application by Contractor for a progress payment for any of the following: any unsatisfactory performance of the Work; failure to repair or replace defective, non-conforming or rejected Work as directed by the Town; claims filed or reasonable evidence that claims may be filed against Contractor relating to the performance of the Work; Contractor's failure to make payments to subcontractors or suppliers as required by the Contract Documents; failure to comply with the Contract Documents or applicable law, including employment laws and licensing and permitting requirements; failure to maintain the Work and work site in a clean and orderly manner; failure to remedy damage to Town or private property damaged by Contractor or its subcontractors or suppliers during the performance of the Work; or a set off for amounts due to the Town by Contractor pursuant to the provisions of the Contract Documents, including amounts for liquidated damages. If the reasons for such withholding are cured by Contractor and no longer exist, the Town shall make payment to Contractor for the sums withheld, subject to the 5% retainage on all progress payments as provided for in Section 7.01.B.

E. Contractor warrants that it shall pay each subcontractor and supplier promptly, upon receipt of payment from the Town, the amount to which the subcontractor is entitled no later than 7 days after receipt of payment from the Town. Notwithstanding anything to the contrary, Contractor shall not be required to pay a subcontractor or supplier that has not performed in accordance with its subcontract

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or purchase order. Contractor shall, by appropriate agreement with each subcontractor or supplier, require each subcontractor or supplier to make payments to the subcontractor's or supplier's sub-subcontractors or vendors in similar manner. The Town may furnish to each subcontractor or supplier information regarding the percentages of completion or the amounts applied for by Contractor and paid by the Town.

7.02 Final Payment:

Upon final acceptance of the Work, the Town shall make final payment to Contractor pursuant to, and subject to the provisions and limitations of, C.R.S. § 38-26-107.

7.03 Liquidated Damages:

A. Because time is of the essence and delayed performance causes a compensable, yet difficult to precisely ascertain, damage to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed after the Substantial Completion date stated in the Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts which constitute a reasonable estimate of the actual damages such delay would cause the Town:

Contract Price	**Amount per day**
$0-$50,000	$350
$50,000-$100,000	$380
$100,000-$250,000	$440
$250,000-$500,000	$520
$500,000-$1,000,000	$640
$1,000,000-$2,000,000	$820
$2,000,000-$4,000,000	$1,080
$4,000,000-$8,000,000	$1,450
$8,000,000-$12,000,000	$1,820
$12,000,000 or greater	$2,250

B. If Contractor does not, after Substantial Completion, achieve Final Completion of the Work as required by and within the time specified in the Construction Contract, Contractor shall be assessed the amounts specified in Section 7.03.A for each day thereafter that the Project does not achieve Final Completion, which amounts constitute a reasonable estimate of the actual damages such delay would cause the Town.

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B. Allowing Contractor to continue and finish the Work or any part thereof after the Substantial Completion date and Final Completion date, as applicable, shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time, nor for any attorneys' fees or costs that are otherwise allowable under the Contract Documents or applicable law. Liquidated damages may be deducted from any payment due Contractor or the retainage held by the Town. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of the Town's written demand for such reimbursement.

7.04 Oral Agreements Prohibited:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Erie Town Council. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Erie Town Council.

7.05 Items Not Included In Bid:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 Changes in Quantity:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed and accepted by the Town, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed 105% of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 Bid Price Adjustments:

A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

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B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds 10% of the original Contract Price.

7.08 Eliminated Items:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 Materials Stored But Not Incorporated:

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed 85% of the price shown in the Bid Schedule or 100% of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 Cost Records:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

Part 8. Miscellaneous

8.01 Publications:

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 Confidentiality:

Any and all reports, information, date, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town.

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Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 Independent Contractor:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other benefits.

8.04 Conflicts:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Contract.
2. Special Provisions.
3. General Provisions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

8.05 Dispute Resolution:

A. If disputes remain unresolved after negotiations between the Town and Contractor, the parties shall, as a condition precedent to commencing any form of binding dispute resolution by either party, submit the disputes to nonbinding mediation with a mutually agreeable mediator with experience on municipal construction projects. Each party shall bear its own costs associated with presenting any disputes to the mediator, and shall share equally in the mediator’s fees and expenses.

B. Contractor shall faithfully continue performance under this Contract during the pendency of any dispute, mediation or litigation arising under or relating to this Contract and the Work in accordance with the terms and conditions of the Contract Documents. Contractor’s failure to faithfully continue performance due to a dispute, mediation or litigation shall, in the Town’s discretion, be construed as a material breach of this Contract and justify termination for Contractor’s default or such other action as the Town, in the Town’s discretion, may deem appropriate or warranted.

C. If the Town is reasonably required to engage an attorney to assist in connection with any claim or dispute with Contractor relating to or arising out of the Contract or the Work including, without limitation, in connection with any mediation or litigation proceedings, and the Town prevails in such proceeding, Contractor shall reimburse the Town for its reasonable attorneys’ fees, costs, and other expenses incurred by the Town in connection with such proceedings.

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Special Provisions

1. General.

   A. All labor, services, material, and other work necessary for the construction of the new restrooms at Schofield Farm (PR-26-12) shall be provided by Contractor. Contractor's responsibilities shall include, but not be limited to: managing the budget; scheduling and coordinating work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders and notices of substantial completion.

   B. Contractor shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

   C. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

2. Other Regulations.

   A. Contractor shall ensure that the Work is in compliance with the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and other applicable codes and specifications.

   B. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

3. Representatives. Contractor shall have at the work site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work for conformance with the Contract Documents.

4. Work Administration. The Town shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

5. Engineer. The Engineer for this Work shall be the Town Engineer.

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6. Inspections and Testing.

A. Contractor shall be responsible for performing materials testing. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

C. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Contractor shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each site visit.

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Construction Schedule.

A. At the time of the Pre-construction Conference, Contractor shall prepare and submit to the Town for review a critical path method (CPM) construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification to and review by the Town. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress at the end of each 2-week interval as directed by the Town and shall deliver to the Town 3 copies thereof on a biweekly basis.

B. Contractor shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

8. Saturday, Sunday, Holiday and Night Work.

A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as

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indicated on the construction schedule. Lane closures are restricted to 9:00 a.m. to 4:00 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least 48 hours before such time. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective.

C. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Contractor's risk in terms of extra costs, extra work, or unforeseen conditions.

9. Progress Reports.

A. Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each 2-week period, or at such other times as the Project Manager may request. Contractor shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to withhold progress payments for the work if Contractor fails to update and submit the progress/manpower schedule and reports as specified.

10. Pre-construction Conference.

A. Contractor shall coordinate the Pre-construction Conference. Contractor's designated supervisor(s) assigned to the Work shall attend this meeting.

B. Prior to mobilizing construction equipment, a Pre-construction Conference will be held. Contractor's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-construction Conference:

i. The construction schedules;
ii. A detailed estimate of partial payments for the Work;
iii. The traffic control plan;
iv. A detailed plan showing site access and staging areas; and
v. A subcontractor submittal, including names and contact phone numbers.

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11. Fees and Permits.

A. Prior to commencing any Work, Contractor shall secure, at its own expense, all necessary fees and permits required for the performance of the Work. The cost of compliance with this Section (including fees) is included in the Contract Price, and no additional compensation shall be provided.

B. All fees for permits issued by the Town shall be waived.

12. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least 48 hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

13. Water and Electricity. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.

14. Dust Control. Contractor shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Contractor for dust control. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within 24 hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

15. Construction Staging Areas. All construction staging areas shall be located within the work site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be

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required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.

16. Sanitary Facilities.

A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the work site.

C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.

D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.

17. Soils Investigations and Foundation Engineering. Contractor shall be responsible for all geotechnical investigations necessary to design and perform the Work.

18. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Contractor shall be responsible for the proper execution of the Work to such lines and grades.

19. Traffic Control.

A. Contractor shall furnish all necessary flagpersons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices.

B. At the Pre-construction Conference, Contractor shall submit a traffic control plan for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular and pedestrian traffic through the work site.

C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.

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D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.

E. No road shall be closed at any time.

F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.

G. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

20. Archaeological and Historical Discoveries.

A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the work site. Upon making such a discovery, Contractor shall do whatever is necessary to avoid disturbing the work site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than 8 normal work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

21. Water Control.

A. Contractor shall take such precautions as necessary to construct the Work in a dry condition, and Contractor shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

22. Disposal Site

A. Contractor shall be responsible for the removal of all excess excavation, debris, deleterious material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Contract Price and shall not entitle Contractor to additional compensation. Contractor shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.

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B. Contractor's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Contract Price and shall not entitle Contractor to additional compensation.

23. Video Prior to Construction. Contractor shall provide the Town with a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor's own expense. One copy of the video shall be provided to the Town and become the property of the Town prior to the commencement of any Work.

24. Existing Improvements and Restoration.

A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

25. Erosion Control. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type, location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area.

26. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price shall not be increased to reimburse Contractor for such costs.

27. Other Items.

A. Contractor shall be responsible for obtaining the following Permits:

- Contractor licenses - Applicable to Contractor and subcontractors
- Building permit

B. Contractor shall provide Erosion and Sediment Control Plans for Contractor’s staging, storage and access locations, to the Town for approval. Contractor shall obtain the Colorado Stormwater Discharge Permit for Construction Activities from the Colorado Department of Public Health and Environment (CDPHE) and a Grading and Stormwater Quality Permit from the Town of Erie. Both permits shall cover Contractor’s approved areas for staging, storage and access locations and the project areas of disturbance as shown on the Erosion and Sediment Control Plans. Contractor shall be responsible for obtaining any other applicable permits, as needed to obtain regulatory approval, if required, for Contractor’s selected staging, storage and access locations.

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-45

Subject:
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

Department: Public Works,

Presenter(s): David Pasic, Public Works Director

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:	$243,403
Balance Available:	$0.00
Fund:	Airport Fund
Line Item Number:	530-00-000-411200-100168 (Revenue)
New Appropriation Required:	Yes

Policy Issues:
Town Council must approve federal grant agreements.

Staff Recommendation:
Approve the resolution

Summary/Key Points:

- Accepting Federal Aviation Administration (FAA) grant funding for the airport.
- Pavement maintenance needs at the airport.
- This grant is funded 95% by FAA, 2.5% by Colorado Division of Aeronautics, and 2.5% Town match.
- Maintaining Town Infrastructure, such as the Airport pavement meets the Town's policy of ensuring safety and meeting our Federal Aviation Authority (FAA) Grant

Assurances.

Background of Subject Matter:
The pavement maintenance project at the Erie Municipal Airport (EIK) will include joint seal replacement, crack sealing, spall repair and new airfield markings for select locations on Runway 16/34, Taxiway A and connectors, and the main apron. The project will include pre-design, design, bidding, construction, inspection, and project closeout. The pavement maintenance project will fix areas of crumbling or failing concrete, replace failed joint sealant, seal existing racks and provide new airfield pavement markings. The project will increase the useful life of Runway 16/34, Taxiway A and main apron.

At the March 24, 2026 Council meeting, the Council approved an initial Colorado Division of Aeronautics (CDOA) grant for the payment maintenance at a 90% CDOA and 10% Town match.

At the June 9, 2026 Council Meeting, Council approved the additional CDOA grant for a 2.5% match to this FAA grant.

This is an additional grant funded by the FAA at 90%, CDOA at 2.5% and Town at 2.5%. This is accepting the additional CDOA grant for that 2.5%.

Attachments:
1. Resolution 2026-126
2. Grant Agreement

Town of Erie
Resolution No. 2026-126

A Resolution of the Town Council of the Town of Erie Approving an Airport Infrastructure Grant Agreement with the Federal Aviation Administration for the Airport Pavement Maintenance

Whereas, the Town Council finds it in the best interest of the public health, safety and welfare to accept the Airport Infrastructure Grant Agreement with the Federal Aviation Administration for the Airport Pavement Maintenance.

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

Section 1. The Town Council hereby approves the Airport Infrastructure Grant Agreement ("Grant Agreement") with the Federal Aviation Administration in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Grant Agreement on behalf of the Town.

Adopted this 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado, Utah, Wyoming

Denver Airports District Office: 26805 E 68th Ave, Ste 224 Denver, CO 80249-6339

The Honorable Andrew J. Moore
Mayor, Town of Erie
P.O. Box 750
Erie, CO 80516

Dear Mayor Moore:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-08-0090-025-2026 at Erie Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 31, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Tolulope Odeyemi, (303) 342-1267, tolulope.o.odeyemi@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Jesse A. Lyman
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area: Erie Municipal Airport

Airport Grant Number: 3-08-0090-025-2026 [Contract No. DOT-FA26NM-1098]

Unique Entity Identifier: X54EMT612417

TO: Town of Erie, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated March 2, 2026, for a grant of federal funds for a project at or associated with the Erie Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Erie Municipal Airport (herein called the "Project") consisting of the following:

Reseal Runway 16/34, Taxiway A, and Apron

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024

(Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $243,403.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $243,403 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. Indirect Costs - Sponsor. The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 31, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this

grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

i. 15 percent; or

ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

a. Verify the non-federal entity is eligible to participate in this federal program by:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated April 2016, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

        ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Solid Waste Recycling Plan. The sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 USC § 47106(a)(6).

33. Plans and Specifications Approval Based Upon Certification. The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:

a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.

34. Maintenance Project Life. The sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

35. Buy American Executive Orders. The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

TOWN OF ERIE, COLORADO

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**Town of Erie, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of March 2, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-57

Subject:
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

Department: Public Works,

Presenter(s): David Pasic, Public Works Director
Nicole Johnson, Civil Engineer II

Time Estimate: 0

Fiscal Summary:
Cost as Recommended: $0.00
Balance Available: $0.00
Fund:
Line Item Number:
New Appropriation Required: N/A

Policy Issues:
Approving the First Amendment to the License Agreement with the Regional Transportation District (RTD) confirms the Town agrees to abide by standard RTD requirements when constructing improvements impacting RTD right-of-way.

Staff Recommendation:
Approve the Resolution

Summary/Key Points:

- Town Council approved the Colliers Hill Filing 6 Development agreement and accepted dedications as shown on the Final Plat for the filing on Dec. 10, 2024.
- Town Council approved a License Agreement with RTD for Stormwater Culvert Improvements on Feb. 25, 2025.

- RTD has requested an amendment to the existing License Agreement due to the proposed casing pipe being upsized and no longer matching the original License Agreement.

Background of Subject Matter:

On Dec. 10, 2024, the Town Council approved the Colliers Hill Filing No 6 Development Agreement and accepted dedications as shown on the Final Plat for the filing. Subsequently, on Feb. 25, 2025, the Town and the Regional Transportation District (RTD) entered into a License Agreement for Weld County Road (WCR) 5 Stormwater Culvert Improvements.

Certain portions of the Colliers Hill development will impact RTD's property and railroad right-of-way in the vicinity of WCR 5. The improvements involve the installation of a storm sewer pipeline under the railroad tracks adjacent to WCR 5. The amendment has been requested by RTD due to the proposed casing pipe being upsized and no longer matching the original License Agreement.

The Colliers Hill Developer will perform the construction and installation of the storm sewer improvements and be responsible for the operation and maintenance of the improvements until they are dedicated and accepted by the Town. RTD and the Developer previously entered into a License Agreement, but an agreement is also required with the Town.

Approving this License Agreement Amendment with RTD ensures the timely and efficient construction of the Colliers Hill Development.

Attachments:

1. Resolution 2026-128
2. Amendment to License Agreement
3. Original License Agreement

Town of Erie
Resolution No. 2026-128

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

Whereas, the Town and the Regional Transportation District entered into a License Agreement on March 27, 2025, to construct, maintain, use, and operate a storm drain pipeline; and

Whereas, the Parties wish to amend the License Agreement.

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

Section 1. The First Amendment to the License Agreement with the Regional Transportation District for Colliers Hill Weld County Road 5 Stormwater Culvert Improvements 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 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

FIRST AMENDMENT TO
STORM DRAIN PIPELINE CROSSING – BOULDER INDUSTRIAL LEAD
LICENSE AGREEMENT

This FIRST AMENDMENT TO STORM DRAIN PIPELINE CROSSING – BOULDER INDUSTRIAL LEAD LICENSE AGREEMENT (the "**First Amendment**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado ("**RTD**") whose address is 1660 Blake St., Denver, Colorado 80202 and TOWN OF ERIE, a Colorado municipality in the Counties of Boulder and Weld, whose address is 645 Holbrook St., Erie, Colorado 80516 ("**Licensee**") (collectively, the "**Parties**").

RECITALS

A. RTD and Licensee entered into that certain STORM DRAIN PIPELINE CROSSING – BOULDER INDUSTRIAL LEAD LICENSE AGREEMENT with an effective date of March 27, 2025 ("**License Agreement**") for the purpose of constructing, maintaining, using and operating a storm drain pipeline within steel casing (the "**Facilities**").

B. Licensee now desires to change the design of the Facilities that have not yet been installed and has requested RTD to amend the License Agreement to, among other things, modify the Facilities.

FIRST AMENDMENT

The Parties hereby agree to amend the License Agreement as follows:

1. Unless otherwise expressly defined in this First Amendment, all capitalized terms used in this First Amendment will have the meanings set forth for such terms in the License Agreement.

2. Article 1.A of the License Agreement is deleted and replaced with the following:

> A. Subject to all the terms and conditions of this Agreement, RTD grants to Licensee a non-exclusive, revocable license and permission to enter upon and have ingress to and egress from the RTD Property ("**License**") solely for the purposes of constructing, maintaining, using, and operating one (1) 18-inch RCP Storm Drain pipeline within a 36-inch steel casing (collectively, "**Facilities**"), crossing the RTD Property at a minimum depth of 7 feet below base of rail within the Licensed Area shown on the attached **Exhibit A** and in accordance with the Plans attached as **Exhibit B**.

3. **Exhibit B** to the License Agreement ("**Plans**") is deleted and replaced with the attached **Exhibit B.**

4. The Recitals set forth above are incorporated into this First Amendment.

5. This First Amendment shall become effective upon the last date of execution by both parties.

6. Except as modified by this First Amendment, the License Agreement remains in full force and effect.

REGIONAL TRANSPORTATION DISTRICT

By: _____

Date: _____

TOWN OF ERIE

By: _____

Date: _____

APPROVED AS TO LEGAL FORM FOR THE REGIONAL TRANSPORTATION DISTRICT

By: Niland, Ilyse - 24506 Digitally signed by Niland, Ilyse - 24506 Date: 2026.04.24 13:22:57 -06'00'

Date: _____

Memorandum

TO: Carmelita Cervantes, Manager, Real Property

Cervantes, Carmelita - 25744 Digitally signed by Cervantes, Carmelita - 25744 Date: 2025.08.28 13:02:44 -06'00'

FROM: Jyotsna Vishwakarma, Acting Assistant General Manager, Capital Programs

Jyotsna Vishwakarma Digitally signed by Jyotsna Vishwakarma DN: C=US, E=Jyotsna.Vishwakarma@RTD-Denver.com, O=RTD, OU=Engineering Division, CN=Jyotsna Vishwakarma Date: 2025.08.28 13:58:14 -06'00'

DATE: August 28, 2025

SUBJECT: Delegation of Authority

This is to confirm that starting September 02, 2025, until revoked, you will assume the additional duties of Acting Assistant General Manager, Capital Programs regarding documents that require my signature on Real Property documents related to temporary community events, license and right-of-entry agreements.

Your authority shall extend only to those Real Property documents. This authority shall not be further delegated by you. You will keep me apprised of all agreements being entered into.

cc: Angel Peña, Deputy Chief Executive Officer

COLLIERS HILL FILING NO. 6

TOWN OF ERIE CONSTRUCTION PLANS FOR NEW 18" STORM DRAIN ALONG WCR5, ENCASED ACROSS RTD BIL RR ROW (RTD UAR # BIL-104-NewBP11-SD)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

APPLICANT/DEVELOPER:

DAYBREAK RECOVERY ACQUISITION
C/O RAINTREE INVESTMENT COMPANY
7200 S. ALTON WAY, SUITE C-400
CENTENNIAL, CO 80112

ENGINEER/SURVEYOR:

HURST & ASSOCIATES, INC.
1265 S. PUBLIC ROAD, SUITE B
LAFAYETTE, CO 80026

RTD RAILROAD:

UTILITY DESIGN REVIEW, CONSTRUCTION,
PERMITS, LOCATES, & PRECON MEETING:
PHONE: 303.299.2811
EMAIL: UtilityDesignConstruction@rtd-denver.com

RTD NOTES AND REQUIREMENTS

1) CONTRACTOR SHALL NOTIFY RTD'S UTILITY ENGINEERING/CONSTRUCTION TEAM (303-299-2811) A FULL TWO (2) WEEKS PRIOR TO CONSTRUCTION AND SHALL COORDINATE A UTILITY PRE-CONSTRUCTION MEETING WITH RTD. CONTRACTOR AND SUB-CONTRACTORS WORKING ON OR ACROSS RTD ROW/TRACKS MUST ATTEND THE UTILITY PRE-CONSTRUCTION MEETING. AN RTD REPRESENTATIVE MUST BE ON-SITE DURING CONSTRUCTION. THE UTILITY PRE-CONSTRUCTION MEETING SHALL OCCUR WITHIN A WEEK OF THE START OF CONSTRUCTION.

2) CONTRACTOR SHALL NOT BEGIN ANY WORK ON OR ACROSS RTD ROW/TRACKS UNTIL RTD HAS ISSUED AN EXECUTED UTILITY AGREEMENT.

3) CONTRACTOR MAY NOT BEGIN WORK UNTIL RTD HAS ISSUED A PRE-CONSTRUCTION RESOLUTION RECORD (PCRR). A PCRR WILL BE COMPLETED, SIGNED, AND ISSUED BY RTD'S UTILITY ENGINEERING/CONSTRUCTION TEAM DURING THE UTILITY PRE-CONSTRUCTION MEETING AND MUST BE KEPT ON-SITE AT ALL TIMES DURING CONSTRUCTION.

4) RTD ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS SHOWN ON THESE CONSTRUCTION DRAWINGS. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

5) CONTRACTOR SHALL SURVEY AND SUBMIT THE COMPLETED HORIZONTAL PLAN AND VERTICAL PROFILE TO RTD WITHIN 30 CALENDAR DAYS OF THE COMPLETION OF CONSTRUCTION. THE PLAN AND PROFILE AS-BUILTS MUST CONTAIN THE FOLLOWING INFORMATION:
   a) BEFORE AND AFTER SURVEYS OF TOP OF RTD TRACKS - CONTRACTOR SHALL SURVEY TOP OF TRACKS TO SHOW NO MOVEMENT OF TRACKS DUE TO CONSTRUCTION: AT A MINIMUM, THE CONTRACTOR SHALL SURVEY A TOTAL OF 5 SURVEY POINTS PER RAIL (WITH 10 FOOT SEPARATION BETWEEN POINTS), WITH THE CENTER POINT ON EACH RAIL LOCATED AS CLOSE AS POSSIBLE OVER THE CENTERLINE OF THE NEW UTILITY SO THAT THE 5 SHOTS STRADDLE THE NEW CROSSING LOCATION. THE BEFORE (PRE-CONSTRUCTION) SURVEY MUST BE DONE NO MORE THAN 30 DAYS PRIOR TO CONSTRUCTION AND THE AFTER (POST-CONSTRUCTION) SURVEY MUST BE DONE NO MORE THAN 30 DAYS AFTER CONSTRUCTION IS COMPLETED. IF CONSTRUCTION DURATION EXTENDS BEYOND 2 MONTHS A TOP OF RAIL STATUS SURVEY MUST BE DONE AND SUBMITTED EVERY 30 DAYS DURING CONSTRUCTION ACROSS THE TRACKS. THE UTILITY AGREEMENT NUMBER AND SURVEY DATE MUST APPEAR ON ALL TOP OF RAIL SURVEY SUBMITTALS.
   b) AS-BUILT SURVEY OF INSTALLED UTILITY - CONTRACTOR SHALL SURVEY A MINIMUM OF FIVE (5) LOCATIONS EQUALLY SPACED ALONG THE INSTALLED PIPELINE ACROSS THE RTD ROW AND TRACKS TO SHOW THE EXACT INSTALLED HORIZONTAL LOCATION AND VERTICAL DEPTH OF THE NEW PIPELINE WHERE IT 1) ENTERS THE RTD ROW, 2) EXITS THE RTD ROW, 3) CROSSES THE CENTERLINE OF THE RTD TRACKS, 4) LOCATION HALF WAY BETWEEN ENTERING ROW & TRACK CENTERLINE ON EITHER SIDE OF THE TRACKS, 5) LOCATION HALF WAY BETWEEN EXITING ROW & TRACK CENTERLINE ON EITHER SIDE OF THE TRACKS. AS-BUILT SUBMITTAL SHALL INCLUDE THE FOLLOWING:
      - RTD UTILITY AGREEMENT NUMBER,
      - DATE UTILITY WAS INSTALLED,
      - SIZE OF PIPE AND SIZE OF CASING,
      - THICKNESS OF PIPE AND THICKNESS OF CASING,
      - MATERIAL OF PIPE AND MATERIAL OF CASING.
      - AS-BUILTS MUST BE STAMPED, SIGNED, AND DATED BY A LICENSED SURVEYOR OR ENGINEER.
   c) SURVEYOR FIELD NOTES - CONTRACTOR SHALL SUPPLY RTD WITH A COPY OF THE SURVEYOR'S FIELD NOTES TO SUPPORT THE BEFORE AND AFTER SURVEY DATA AND FINAL UTILITY INSTALLATION DATA.

6) CONTRACTOR SHALL CLEARLY MARK UTILITY CROSSING USING A METHOD AGREED UPON BY CONTRACTOR AND RTD AT PRE-CONSTRUCTION MEETING. MARKERS MAY INCLUDE 4 FOOT UTILITY POSTS OVER UTILITY OR VISIBLE MANHOLES ON BOTH SIDES OF RTD ROW/TRACKS. THE CONTRACTOR SHALL INSTALL TRACER WIRE IN ALL NON-METALLIC PIPES. ALL UTILITIES INSTALLED WITHIN RTD ROW OR CROSSING RTD TRACKS MUST BE LOCATABLE WITH STANDARD LOCATING EQUIPMENT.

7) CATHODIC PROTECTION MUST BE INCLUDED FOR ALL NEW, BURIED, METALLIC, PRESSURIZED, PIPING CROSSING RTD TRACKS. DESIGN MUST MEET RTD'S DESIGN CRITERIA FOR CATHODIC PROTECTION.

8) CONTRACTOR MUST HAVE THE FOLLOWING DOCUMENTS ON-SITE DURING CONSTRUCTION AT ALL TIMES:
   - RTD'S EXECUTED UTILITY AGREEMENT,
   - PE STAMPED/SIGNED FOR CONSTRUCTION PLANS/PROFILES APPROVED BY RTD,
   - RTD RR CROSSING APPLICATION DATA SHEET,
   - RTD's SIGNED PRE-CONSTRUCTION RESOLUTION RECORD.

9) CONTRACTOR SHALL NOT STAGE/STORE ANY MATERIALS, EQUPMENT, OR VEHICLES ON RTD ROW UNLESS IN AREAS SPECIFICALLY INDICATED ON THESE PLANS AS STAGING AREAS OR UNLESS REQUESTED IN WRITING BY THE CONTRACTOR AND APPROVED THROUGH RTD REAL PROPERTY.

10) NO IN-FIELD CHANGES ARE ALLOWED TO ANY PART OF THIS DESIGN WHERE THE UTILITY CROSSES RTD ROW/TRACKS WITHOUT WRITTEN APPROVAL FROM RTD PRIOR TO CONSTRUCTION OF THE CHANGE.



Sheet Index

1. Cover Sheet
2. Pond 2 Outfall Plan & Profile
3. Construction Details

BENCHMARK:
NGS STATION 'JR 53' : USGS 3.5" BRASS CAP SET IN CONCRETE MONUMENT LOCATED AT NORTHEAST CORNER OF WCR 8 & UPRR TRACKS. ELEV: 5028.66 (NAVD 88 DATUM)

72 HOURS BEFORE YOU DIG CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (U.N.C.C.) 811

ASK ELECTRIC, TELEPHONE, CATV AND PIPELINE LOCATING AGENCIES

REVISIONS

NO.	DESCRIPTION	DATE	BY
1			

COLORADO LICENSED TRUSTED ACCURATE 41133 10/24/23 PROFESSIONAL ENGINEER

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

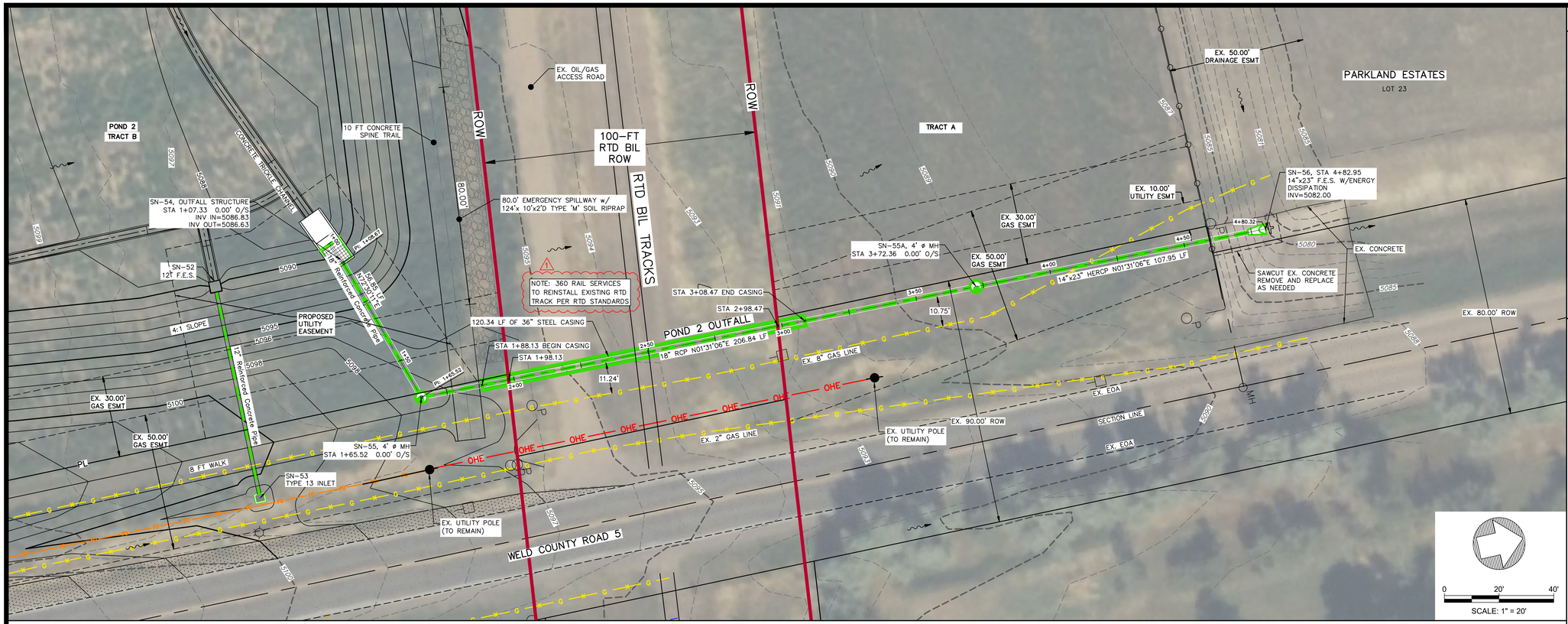
HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

COLLIERS HILL FILING 6
TOWN OF ERIE 18" SD CONSTRUCTION PLANS (WCR5)
RTD BIL RR CROSSING
COVER SHEET

Prepared for:
DAYBREAK RECOVERY ACQUISITION LLC

DRAWN BY:	JR
DESIGNED BY:	TA
DRAWING NAME:	CH-F6-RTD-CV
APPROVED BY:	TA
JOB NUMBER:	2527-2
DATE:	05/04/2023
SCALE:	N/A
SHEET NO:	1 OF 3

LAST SAVED: 3/11/2024 12:05 PM
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LEGEND

- Proposed Waterline
- Existing Waterline
- Proposed Sewerline
- Existing Sewerline
- Stormline
- Existing Gas Line
- Ex. Underground Electric
- Ex. Overhead Electric
- Existing Fiber Optic
- Existing Telephone Line
- Existing Cable TV Line
- Manhole
- Type 'R' Inlet
- Existing Contours
- Proposed Contours
- SA Staging Area

GENERAL NOTES:
1) CONTRACTOR MUST FOLLOW ALL RTD NOTES & REQUIREMENTS FOUND ON SHEET 1 OF 3

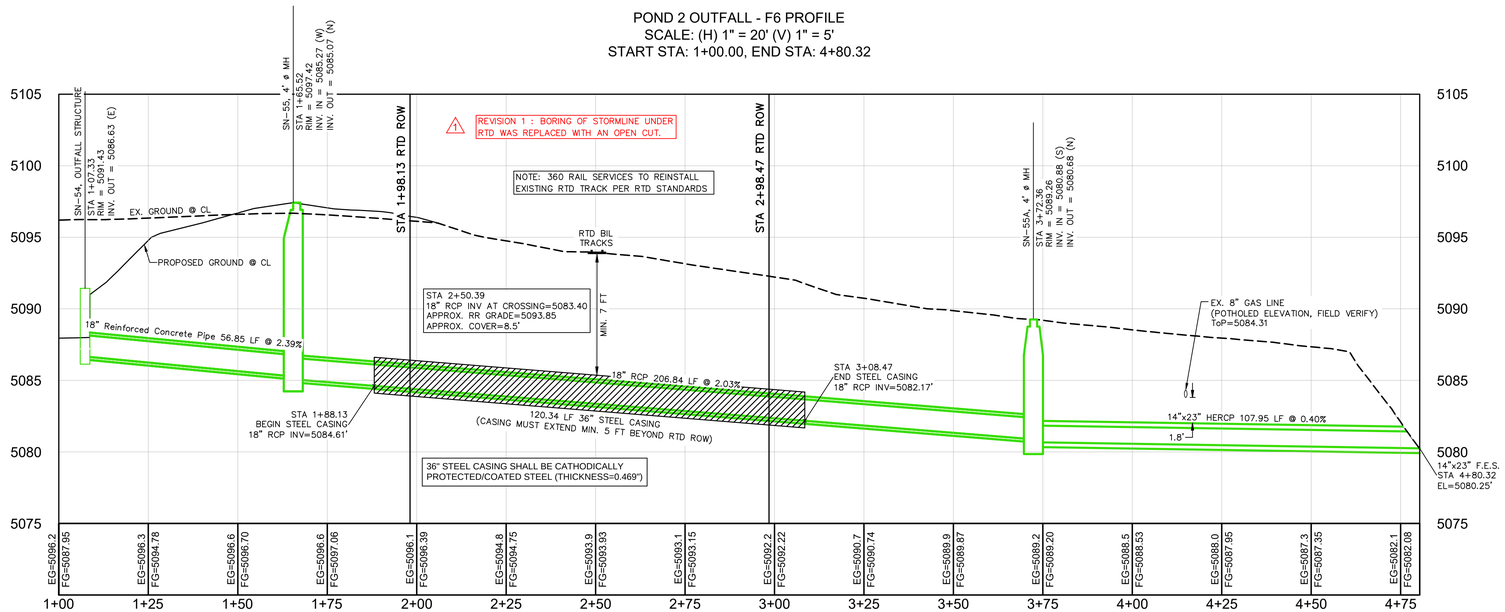
72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (U.N.C.C.)
811
ASK ELECTRIC, TELEPHONE, CATV AND PARKING LOT/PRIVATE UTILITY LOCATIONS

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	REMOVE BORING	2/2/26	JR

COLORADO LICENSED
TRAVIS S. ACKERMAN
41130
2/2/2026
PROFESSIONAL ENGINEER

POND 2 OUTFALL - F6 PROFILE
SCALE: (H) 1" = 20' (V) 1" = 5'
START STA: 1+00.00, END STA: 4+80.32

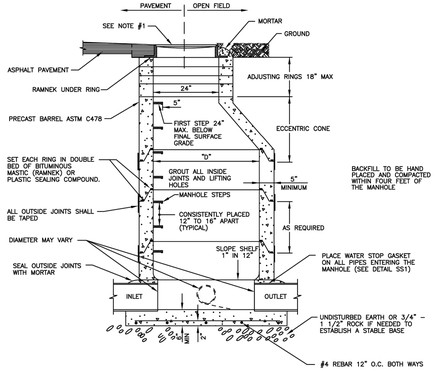


HURST
CIVIL ENGINEERING
PLANNING
SURVEYING
HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

COLLIERS HILL FILING 6
TOWN OF ERIE 18" SD CONSTRUCTION PLANS (WCR5)
RTD BIL RR CROSSING
POND 2 OUTFALL/ PLAN & PROFILE
Prepared for:
DAYBREAK RECOVERY ACQUISITION LLC

DRAWN BY:	JR
DESIGNED BY:	TA
DRAWING NAME:	CH-F6-RTD-POND 2 OUTFALL_OPEN CUT
APPROVED BY:	TA
JOB NUMBER:	2527-2
DATE:	01/30/2026
SCALE:	1" = 20'
SHEET NO:	2 OF 3

LAST SAVED: 2/2/2026 2:25 PM
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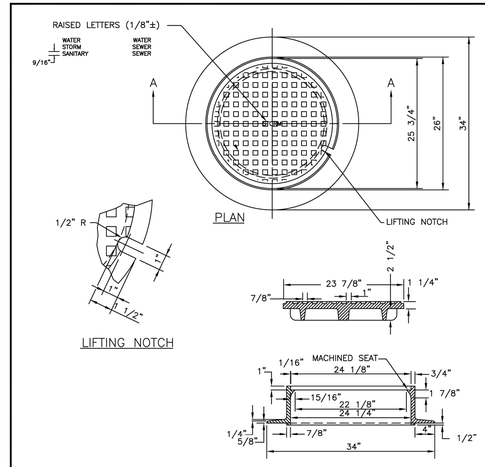
SECTION B–B

NOTES:

1. FINAL GRADE OF MANHOLE COVERS SHALL BE 1/4" LOWER THAN FINAL STREET.
2. STEPS SHOULD NOT BE PLACED OVER THE FLOW. NO STEPS ALLOWED IN THE ADJUSTING RING AREA.
3. PRECAST CONCRETE SECTIONS SHALL CONFORM TO ASTM C-478.
4. BLOCK-OUTS, WHEN APPROVED, SHALL EXTEND A MAX. OF 6" PAST MANHOLE O.D. AND BE SATISFACTORILY PLUGGED AND SEALED.
5. MANHOLES NOT IN ASPHALT OR CONCRETE SHALL BE RAISED 6" ABOVE FINAL GRADE AND A CONCRETE COLLAR INSTALLED WITH A GREEN CARSONITE POST

The Town of ERIE COLORADO

DRAWING TITLE: STANDARD MANHOLE
DRAWING NUMBER: STM1A
DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN REV. DATE: 01/2012



SECTION A–A

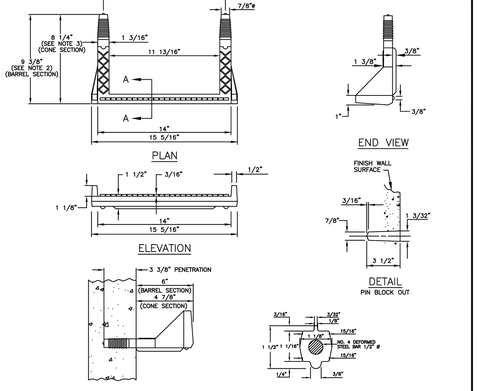
1. CASTING SPECIFICATIONS: ASTM A-48 WITH A MINIMUM TENSILE STRENGTH OF 25 KSI (CLASS 25)
2. ALL CASTINGS TO BE DIPPED IN ASPHALT BASE PAINT (OR APPROVED EQUAL)
3. CASTINGS SHALL BE AS SPECIFIED BELOW OR APPROVED EQUAL:

MANUFACTURERS	CAT. #
NEENAH	R-1706
CASTINGS, INC.	MH-400-24 C.I.
HUTCHINSON FDRY. & STL. INC.	MH-400

4. ALL NEW MANHOLES MUST INCLUDE A PLASTIC OR VINYL TAG ATTACHED TO THE TOP STEP STATING THE FOLLOWING "CAUTION CONFINED SPACE; ENTRY PERMIT REQUIRED.

The Town of ERIE COLORADO

DRAWING TITLE: 24" MANHOLE RING AND COVER
DRAWING NUMBER: STM1B
DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN DATE: 1/2015



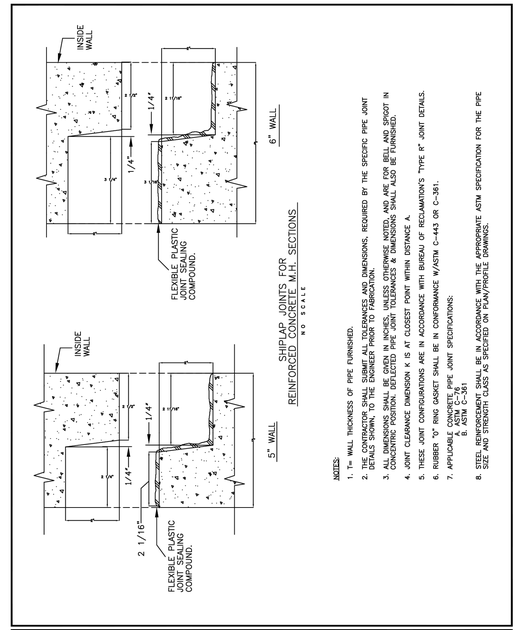
POLYPROPYLENE REINFORCED PLASTIC STEP

NOTES:

1. ASTM SPECIFICATIONS:
   A. ASTM C-478
   B. ASTM A-615 GRADE 60 (STEEL REBAR)
   C. ASTM 2146-69, TYPE III, GRADE 16906 (POLYPROPYLENE).
2. STEPS INSTALLED IN MANHOLE BARREL SECTIONS OR VERTICAL WALLS OF STRUCTURES SHALL HAVE A 9 3/8 INCH LEG AND SHALL PROJECT FROM THE WALL 6 INCHES.
3. STEPS INSTALLED IN MANHOLE CONE SECTIONS SHALL HAVE AN 8 1/4 INCH LEG AND SHALL PROJECT FROM THE WALL 4 7/8 INCHES.
4. ALL STEPS SHALL HAVE A PENETRATION DEPTH INTO THE WALL OF 3 3/8 INCHES.
5. STEPS SHALL BE INSTALLED BY THE "PRESS-FIT" METHOD UTILIZING A SPECIALLY TAPERED PIN TO FORM THE INSERT HOLE AS SHOWN, FOLLOWING MANUFACTURER'S RECOMMENDED PROCEDURE AND SHALL NOT BE GROUTED IN PLACE.
6. INSTALLED STEPS SHALL BE CAPABLE OF WITHSTANDING A PULL OUT FORCE OF 2500 LB. PER LEG FOR A MINIMUM PERIOD OF TWO MINUTES.
7. PINS MUST BE SMOOTH AND CONTINUOUSLY TAPERED. DIMENSIONS OF THE PIN AND THE INSERTED PORTION OF THE MANHOLE STEP ARE TYPICAL ONLY. W.M.D. INSTALLATIONS REQUIRE A MATCHED COMBINATION OF A TAPERED INSERT PIN AMD MANHOLE STEP, AS RECOMMENDED OR REQUIRED BY SPECIFIC MANUFACTURER OF THE STEP TO BE USED.
8. THIS STEP CAN ALSO BE USED IN TOE POCKET INSTALLATIONS PROVIDED 5" TOE CLEARANCE IS ALLOWED.

The Town of ERIE COLORADO

DRAWING TITLE: MANHOLE STEPS
DRAWING NUMBER: STM2
DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN DATE: 06/2004



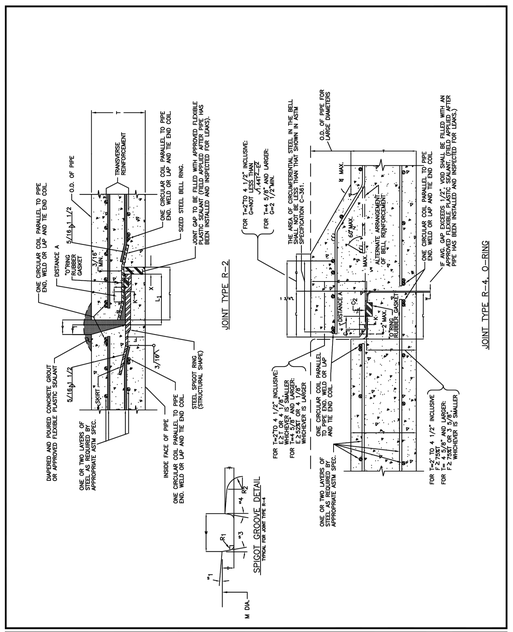
SHIPLAP JOINTS FOR REINFORCED CONCRETE PIPE SECTIONS
NO SCALE

NOTES:

1. THE WALL THICKNESS OF PIPE FURNISHED.
2. CONSTRUCTION SHALL CONFORM TO TOLERANCES AND DIMENSIONS, REQUIRED BY THE SPECIFIC PIPE JOINT DETAILS SHOWN, TO THE ENGINEER PRIOR TO FABRICATION.
3. ALL DIMENSIONS SHALL BE GIVEN IN INCHES, UNLESS OTHERWISE NOTED, AND ARE FOR BELL AND SPIGOT IN CONCENTRIC POSITION. DEFLECTED PIPE JOINT TOLERANCES & DIMENSIONS SHALL ALSO BE FURNISHED.
4. JOINT CLEARANCE DIMENSION K IS AT CLOSEST POINT WITHIN DISTANCE A.
5. THESE JOINT CONFIGURATIONS ARE IN ACCORDANCE WITH BUREAU OF RECLAMATION'S "TYPE R" JOINT DETAILS.
6. RUBBER "O" RING GASKET SHALL BE IN CONFORMANCE W/ASTM C-443 OR C-361.
7. APPLICABLE CONCRETE PIPE JOINT SPECIFICATIONS:
   A. AASHTO M-170
   B. ASTM C-361
8. STEEL REINFORCEMENT SHALL BE IN ACCORDANCE WITH THE APPROPRIATE ASTM SPECIFICATION FOR THE PIPE SIZE AND STRENGTH CLASS AS SPECIFIED ON PLANS/PROFILE DRAWINGS

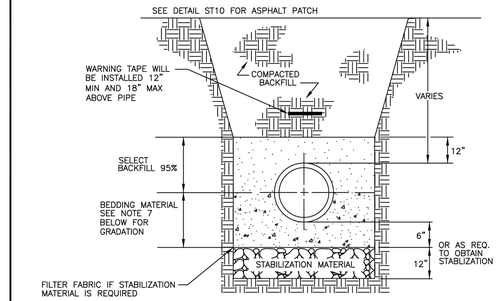
The Town of ERIE COLORADO

DRAWING TITLE: CONCRETE PIPE JOINTS – SHIPLAP
DRAWING NUMBER: STM4A (1 OF 2)
DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN DATE: 01/2012



The Town of ERIE COLORADO

DRAWING TITLE: CONCRETE PIPE JOINTS – TYPE "R"
DRAWING NUMBER: STM4B (2 OF 2)
DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN DATE: 01/2012

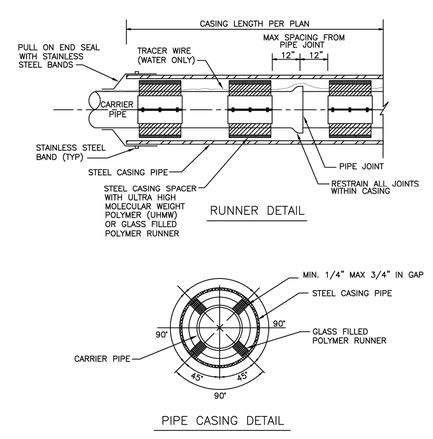


NOTES:

1. FULL TRENCH SECTION IN ROADWAY OR STREET R.O.W. LIMITS WILL REQUIRE 95% S.P.D. TRENCH ZONE ABOVE BEDDING MATERIALS, OUTSIDE OF STREET R.O.W. WILL REQUIRE 90% S.P.D.
2. FILTER FABRIC IS REQUIRED IF STABILIZATION MATERIAL IS USED. THE FABRIC SHALL BE INSTALLED AS SHOWN IN THE DETAIL.
3. TRENCH TO BE BRACED OR SHEETED AS NECESSARY FOR THE SAFETY OF THE WORKMEN AND PROTECTION OF OTHER UTILITIES IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL SAFETY REGULATIONS.
4. PIPE SHALL BE BEDDED FROM 6" BELOW THE BOTTOM OF THE PIPE TO THE HORIZONTAL CENTERLINE OF THE PIPE. SEE NOTE 7 FOR BEDDING MATERIAL GRADATION.
5. TRENCH WIDTH SHALL NOT BE MORE THAN 24" NOR LESS THAN 12" WIDER THAN THE LARGEST OUTSIDE DIAMETER OF THE PIPE.
6. SHOULD THE TRENCH BE EXCAVATED WIDER THAN ALLOWED, A CONCRETE CRADLE SHALL BE PLACED WITH 2500 P.S.I. CONCRETE FROM TRENCH BOTTOM TO PIPE SPRINGLINE.
7. BEDDING MATERIAL SHALL MEET THE GRADATION OF CDOT "NO.67 COARSE AGGREGATE" AS SPECIFIED IN SECTION 703.02 IN THE LATEST EDITION OF THE CDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".

The Town of ERIE COLORADO

DRAWING TITLE: STORM SEWER TRENCH DETAIL (RCP)
DRAWING NUMBER: STM5
DRAWN BY: J. ASCUNCE APPROVED BY: R. PENNINGTON REV. DATE: 10/2018

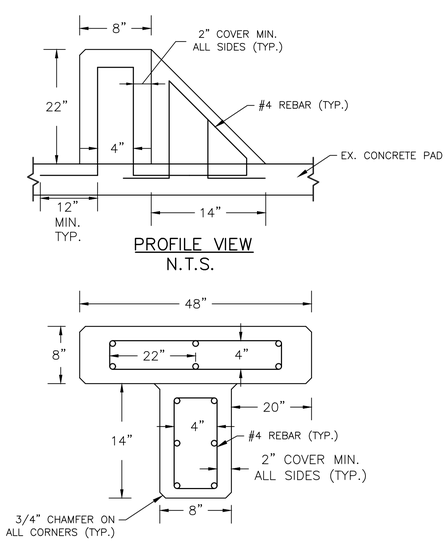


1. EACH SECTION OF PIPE WITHIN CASING SHALL HAVE A MINIMUM OF (3) CASING SPACERS/SKIDS. THE MIDDLE SPACER/SKID SHALL BE CENTERED BETWEEN PIPE JOINTS
2. WATER & SANITARY SEWER PIPE JOINTS SHALL BE RESTRAINED
3. EXTEND TRACING WIRE THROUGH CASING (WATER APPLICATIONS ONLY)
4. MINIMUM RUNNER SIZE & DISTANCE BETWEEN SPACERS SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS

CARRIER PIPE NOMINAL DIA.	CASING PIPE MIN. WALL THICK
4"	0.25"
6"	0.3125"
8"	0.3125"
12"	0.375"
16"	0.500"
20"	0.500"

The Town of ERIE COLORADO

DRAWING TITLE: CASING PIPE DETAIL
DRAWING NUMBER: W24
DRAWN BY: D. JENKINS APPROVED BY: G. BEHLEN REV. DATE: 01/2016



SN–56 ENERGY DISSIPATION

72 HOURS BEFORE YOU DIG CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (U.N.C.C.) 811

ASK ELECTRIC, TELEPHONE, CATV AND PIPELINE OWNERS ABOUT BURIED LOCATIONS

REVISIONS

NO.	DESCRIPTION	DATE	BY
1			

COLORADO LICENSED
THOMAS S. ALTENHOFEN
41133
10/24/23.
PROFESSIONAL ENGINEER

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

COLLIERS HILL FILING 6
TOWN OF ERIE 18" SD CONSTRUCTION PLANS (WCR5)
RTD BIL RR CROSSING
CONSTRUCTION DETAILS

Prepared for:
DAYBREAK RECOVERY ACQUISITION LLC

DRAWN BY: JR
DESIGNED BY: TA
DRAWING NAME: CH-F6-RTDJDET
APPROVED BY: TA
JOB NUMBER: 2527-2
DATE: 05/04/2023
SCALE: N/A
SHEET NO: 3 OF 3

LAST SAVED: 3/11/2024 12:05 PM
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5031316 05/23/2025 01:03 PM
Total Pages: 38 Rec Fee: $198.00
Carly Koppes - Clerk and Recorder, Weld County , CO

LICENSE AGREEMENT
Storm Drain Pipeline Crossing – Boulder Industrial Lead

THIS LICENSE AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and DAYBREAK RECOVERY ACQUISITION LLC, a Delaware limited liability company, whose address is 1166 Avenue of the Americas, 21st Floor, New York, New York 10036 ("**Developer**" or "**Licensee**").

RECITALS

A. RTD owns the land, railroad right-of-way and tracks known as the Boulder Industrial Lead in the Counties of Adams, Weld, Broomfield, and Boulder, State of Colorado ("**RTD Property**"), for mass transit purposes.

B. Developer and the Town of Erie, Colorado ("**Town**"), entered into a Development Agreement ("**Development Agreement**") dated December 10, 2024, and recorded at Reception No. 4999875 on December 12, 2024, in the real property records of Weld County, Colorado, for the construction and installation of certain public improvements necessary for the development of the property known as Colliers Hill Subdivision Filing No. 6 ("**Development**").

C. Developer and Town desire to construct, maintain, use, and operate the Facilities (defined below) within a portion of RTD's property and railroad right-of-way on the Boulder Industrial Lead in the vicinity of Weld County Road 5, north of Weld County Road 10, Town of Erie, Weld County, Colorado ("**Licensed Area**"), as shown on the attached **Exhibit A** in conjunction with the Development adjacent to the RTD Property.

D. Pursuant to the Development Agreement, Developer will perform the construction and installation of the Facilities and be responsible for the operation and maintenance until the Facilities are dedicated to and accepted by the Town. RTD and the Town entered into a separate License Agreement for the Town's construction, maintenance, use, and operation of the Facilities within the RTD Property.

In consideration of the mutual promises contained in this Agreement and for the sum of $3,500.00 to be paid by Licensee to RTD upon execution of this Agreement, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1. LICENSE

A. Subject to all the terms and conditions of this Agreement, RTD grants to Licensee a non-exclusive, revocable license and permission for Licensee and Licensee's Agents (as defined below) to enter upon and have ingress to and egress from the RTD Property ("**License**") solely for the purposes of constructing, maintaining, using, and operating one (1) 18-inch RCP Storm Drain pipeline within a 30-inch steel casing (collectively, "**Facilities**"), crossing the RTD Property at a minimum depth of 7 feet below base of rail within the Licensed Area shown on the attached **Exhibit A** and in accordance with the Plans attached as **Exhibit B**.

B. Developer shall be responsible for the performance of all work and materials used for the construction and installation of the Facilities through the initial acceptance of the Facilities by the Town and the 2-year warranty period until final acceptance of ownership by the Town ("**Final Acceptance**"). The Developer shall provide written notice to RTD upon Final Acceptance of the Facilities by the Town. The Developer shall maintain the Facilities unless dedicated to and accepted in writing by the Town for maintenance.

C. RTD shall retain all rights in and usage of the Licensed Area. The License is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Licensee's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities on the RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.

D. Licensee shall ensure that its agents, employees, contractors, and subcontractors (collectively, "**Licensee's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.

E. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("Effective Date") and shall remain in effect (a) until terminated pursuant to the provisions of Article 3, or (b) until terminated by court order, or (c) until (i) Final Acceptance has occurred and (ii) the Facilities are dedicated to and accepted in writing by the Town for maintenance, whichever is earlier.

ARTICLE 3. TERMINATION AND DEFAULT

A. RTD may terminate this Agreement as to all Facilities or with respect to certain Facilities or portions of the Licensed Area. RTD shall provide notice of termination to Licensee in writing 180 days prior to the effective date of termination and shall specify the scope and extent of such termination. Prior to the effective date of termination specified, Licensee shall, at its cost, remove its terminated Facilities and reasonably restore the RTD Property and Licensed Area on which the terminated Facilities were installed to the condition in which the RTD Property and Licensed Area existed as of the Effective Date. Licensee shall provide notice in writing to RTD that it intends to remove the Facilities 60 days prior to the anticipated date of removal. Upon RTD's inspection and acceptance of such removal and restoration of the RTD Property and Licensed Area, this Agreement shall terminate even if the effective date of termination specified in RTD's notice has not been reached. If the Facilities are removed from the RTD Property and Licensed Area without notice to RTD, this Agreement shall automatically terminate.

B. In the event of Licensee's violation of any of the terms of this Agreement, Licensee shall correct such violation within 30 days (or earlier if reasonably determined by RTD based on the nature of the event) after receipt of written notice from RTD ("**Default Notice**") at no cost to RTD, provided, however, that if Licensee is diligently pursuing a correction of such violation, the time period specified in the Default Notice may be extended to up to 90 days as permitted by RTD in writing so long as Licensee continues to diligently pursue a correction of such violation. If the violation is not cured within the aforedescribed cure period, or such longer period as RTD may permit in writing, RTD may elect to correct or eliminate the violation at Licensee's expense, without prejudice to RTD's right to terminate this Agreement. If Licensee fails to timely reimburse RTD, RTD may terminate this Agreement effective immediately, and Licensee shall immediately cease operating the Facilities and promptly remove its Facilities and restore the Licensed Area at Licensee's cost. If Licensee fails to remove the Facilities and restore the Licensed Area within 90 days after termination, RTD may remove the Facilities and/or restore the Licensed Area at Licensee's cost.

C. Licensee's obligation to restore the RTD Property and Licensed Area to the condition in which they existed as of the Effective Date, or to reimburse RTD for such restoration, shall survive any termination of this Agreement.

D. Any reimbursement due RTD under this Article shall be due within 30 days after Licensee's receipt of a written invoice and supporting documentation.

ARTICLE 4. WORK AND COORDINATION WITH RTD

A. The Facilities shall be designed in accordance with applicable RTD design criteria.

B. Licensee may install the Facilities only in accordance with **Exhibit B**. Licensee shall ensure that any construction of the Facilities is performed with due care, at Licensee's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD design and construction standards.

C. Licensee shall coordinate all work with RTD Utility Engineering at phone number 303.299.2811 or email at UtilityDesignConstruction@rtd-denver.com and RTD Construction Engineering at phone number 303.299.2299 or email at Engineering@rtd-denver.com. Licensee's Agent shall notify RTD Utility Engineering and RTD Construction Engineering a full two weeks prior to construction and shall coordinate a Utility Pre-Construction Meeting with RTD.

D. Licensee will ensure that each of Licensee's Agents requiring access to and entry upon the Licensed Area to perform work under this Agreement, with the exception of individual Licensee employees or Licensee's Agents employees, obtains a fully executed current form of RTD's Contractor Right of Entry Agreement similar to the form attached as **Exhibit C** ("**Contractor ROE**"). Licensee shall submit any request for a Contractor ROE to the Manager of Real Property at the address provided in this Agreement or by email to RealProperty@RTD-Denver.com. Licensee's Agent shall sign the Contractor ROE and submit it, or have the Licensee submit it, with all required supporting documentation to RTD not less than 5 days in advance of the entry of the respective Licensee's Agent upon the Licensed Area.

E. After construction has been completed, RTD may inspect and accept the installation of the Facilities and require Licensee to undertake corrective work at Licensee's expense if the work fails to conform to applicable RTD design criteria, RTD construction standards, federal, state or local laws, or applicable industry standards.

F. Within 30 days of Licensee's completion of construction, Licensee shall provide RTD with one full-sized set of as-built drawings showing the exact location of the Facilities as constructed, including horizontal and vertical ties to referenced benchmarks. If any Facility location shown on the as-built drawings is reasonably determined by RTD to be materially different from the approximated location shown on **Exhibit B**, RTD may require Licensee to undertake corrective work at Licensee's expense. If RTD does not require corrective work, RTD shall notify Licensee of such determination, and this Agreement shall be deemed amended, effective as of the date of RTD's notice to Licensee and without further action by the parties, to reflect the as-built location of the Facilities.

ARTICLE 5. OPERATIONS AND MAINTENANCE

Licensee shall ensure that the Facilities are operated and maintained, at Licensee's expense, in good repair and in full compliance with federal, state, and local laws and applicable industry and RTD standards until this Agreement is terminated.

ARTICLE 6. ACCESS

A. Licensee shall conduct any work under this Agreement in accordance with **Exhibit B**.

B. During any work under this Agreement, Licensee agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Licensee shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Licensee does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Licensee's sole expense; Licensee shall reimburse RTD within 30 days of Licensee's receipt of a written invoice and supporting documentation. Licensee's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.

C. Licensee shall obtain a Buildings and Grounds Access Permit ("**BGAP**") from RTD Facilities Maintenance by submitting the permit form, which can be found at https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/row-agreements-permits/facility-tracks-access-policy, to bgapermits@rtd-denver.com whenever Licensee, Licensee's Agents, or their equipment will be present on the Licensed Area. Licensee must initiate its request for a BGAP five business days before the work is scheduled to begin. Any conditions set forth in a BGAP shall be deemed to be incorporated in this Agreement by this reference.

D. Licensee shall notify RTD Construction Engineering of entry into the Licensed Area for purposes of maintenance or monitoring by calling 303.299.2299 or by sending electronic mail to Engineering@RTD-Denver.com. If prior to the termination of this Agreement RTD initiates the construction or operation of passenger rail service on the RTD Property, RTD reserves the

right to modify this Article to require that Licensee obtain an approved right-of-way access permit from RTD Rail Operations at https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/row-agreements-permits/light-rail-tracks-access-policy.

E. **In case of emergency** caused by failure of the Facilities within the Licensed Area, Licensee shall, upon Licensee's knowledge of such emergency, immediately notify RTD of the emergency at 303.299.2911 or such other number provided by RTD and advise of Licensee's proposed actions to immediately address the emergency. Licensee shall be responsible for any costs incurred by RTD due to any failure of the Facilities or Licensee's actions in relation to such failure, in accordance with the process set forth in this Article 6.

F. RTD reserves the right to have its personnel present during any work under this Agreement.

G. Licensee shall be responsible for safety related to all aspects of its work under this Agreement. Licensee shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Licensee's Agents are notified of, understand, and abide by them at all times. Licensee shall provide all required personal protective equipment and other equipment required for the safe performance of the work.

H. Licensee shall promptly report all accidents, safety incidents, injuries, and environmental incidents relating to the work under this Agreement and concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.

I. At any reasonable time, RTD may inspect a work site and appropriate records regarding Licensee's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Licensee of its responsibility for compliance with, and for monitoring compliance by Licensee and its subcontractors with, the safety requirements of this Agreement.

J. Licensee shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Licensee shall take all appropriate measures to abate the imminent hazard.

K. Licensee shall ensure that Licensee's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.

L. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Licensee's Agents is failing to comply with RTD safety requirements or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk and RTD provides written notice to Licensee describing such failures. The suspension will continue until RTD notifies Licensee that the suspension is lifted. Licensee acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Licensee has complied with applicable requirements.

RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

ARTICLE 7. MODIFICATION AND RELOCATION

A. Licensee shall modify, adjust, or relocate all or any portion of its Facilities within a timeframe that RTD designates whenever RTD finds such action necessary or desirable, or Licensee may terminate this Agreement, remove its terminated Facilities, and restore the Licensed Area to the condition in which it existed as of the Effective Date. If Licensee fails to remove the Facilities and restore the Licensed Area within 180 days after termination, RTD may remove the Facilities and/or restore the Licensed Area at Licensee's cost; reimbursement to RTD shall be due and payable 30 days after Licensee's receipt of a written invoice and supporting documentation.

B. Should Licensee elect to make the modification, adjustment, or relocation identified by RTD, Licensee shall bear the entire cost and expense incurred in connection with any such modification, adjustment, or relocation of the Facilities, including any and all expenses RTD may incur in connection therewith for supervision, inspection, impacts to RTD's facilities or operations, or otherwise.

C. If the Facilities are so modified, adjusted, or relocated within the RTD Property, all of the terms, conditions and stipulations in this Agreement with reference to the Facilities shall, so long as any Facilities remain within the RTD Property, apply to the Facilities as modified, adjusted, or relocated. This Agreement shall terminate with respect to all or such part of the RTD Property that no longer contains the Facilities.

D. The Articles entitled "Work and Coordination with RTD" and "Access" shall also apply to the modification, adjustment, or relocation of the Facilities.

ARTICLE 8. DIGGING AND BORING

If any digging or boring is permitted on the Licensed Area, Licensee shall first determine if a telecommunications system or other utility is buried anywhere on or about the Licensed Area in the location where Licensee will perform such digging or boring. If there is such a telecommunications facility or other utility, Licensee will determine the owner of such telecommunications system or other utility and take such actions in cooperation with the owner(s) as are necessary so as not to damage such system or utility.

ARTICLE 9. NOTICES

Unless otherwise prescribed in this Agreement, any notices required to be given shall be provided in writing and mailed by U.S. mail, first class postage prepaid, or by electronic mail and addressed as follows:

If to RTD:
Regional Transportation District
Attn: Senior Manager, Real Property
1560 Broadway, Suite 650
Denver, Colorado 80202
303.299.2440

realproperty@rtd-denver.com

With a copy to:

Regional Transportation District
Attn: Senior Manager, Construction Engineering
1560 Broadway, Suite 700
Denver, Colorado 80202
303.299.2299
engineering@rtd-denver.com

In emergency: 303.299.2911

If to Licensee:

Daybreak Recovery Acquisition LLC
Attn: Jonathan Shumaker
Cross Lake Partners
1166 Avenue of the Americas
New York, New York 10036
212.599.6328 (T)
646.391.6106 (C)
jshumaker@crosslakepartners.com

Raintree Investment Corp.
2850 E. Camelback Road, Ste 270
Phoenix, AZ 85016
Attn: Chris Janson
cjanson@raintree.us.com

Raintree Investment Corp.
6400 S. Fiddlers Green Circle, Suite 300
Greenwood Village, CO 80111
Attn: Ryan Mott
rmott@raintree.us.com

With a copy to:

Town of Erie
Attn: Jonathan Williams, Civil Engineer
645 Holbrook St.
Erie, Colorado 80516
303.926.2798
jwilliams@erieco.gov

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed, or on the date emailed (which email shall be deemed given on the date sent to the e-mail of the intended recipient as set forth above (as evidenced by the senders "sent mail" mailbox and by the absence of a delivery failure message in the sender's "in box")). Each party will provide notice of any changes to its address, email address, or contact person.

ARTICLE 10. LIABILITY

A. Licensee shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or

other RTD property, Licensee's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Licensee or Licensee's Agents. Licensee shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Licensee shall notify one another of any such damage and any potential claims arising out of such damage.

B. Licensee shall indemnify, defend and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property by Licensee, its agents, contractors, and subcontractors under this Agreement, including but not limited to Environmental Damages (defined below), but excluding any damage caused by the mere discovery of any pre-existing condition during Licensee's performance of work in accordance with this License. Licensee agrees that RTD shall not be liable for any such claims. In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Licensee's obligations under this Agreement.

C. Nothing in this Agreement shall be deemed to waive any of RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*.

D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 11. NO WARRANTY

A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Licensee or Licensee's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Licensee, as is the procurement of any applicable regulatory permission or consent.

B. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.

C. Licensee specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Licensee or Licensee's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

ARTICLE 12. INSURANCE

A. Licensee shall, throughout the Term of this Agreement, procure and maintain, and shall require that Licensee's Agents, with the exception of individual Licensee employees or Licensee's Agents employees, procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and

Employers' Liability Insurance. Furthermore, Licensee is not required to maintain Contractors' Pollution Liability Insurance if Licensee's Agent provides that policy.

1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than $5,000,000 each occurrence and an aggregate limit of at least $10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.

2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.

3. Automobile Liability Insurance with a combined single limit of at least $1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.

4. Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee, if any, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Licensee as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Licensee. Employers' Liability Insurance shall provide coverage for limits of not less than $500,000. This insurance, when procured by Licensee's Agents, shall also cover Licensee's Agents' employees.

5. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than $5,000,000 per occurrence and aggregate.

B. Prior to entry upon the RTD Property and the Licensed Area, Licensee agrees to furnish RTD with a certificate of the required insurance for each of Licensee's and Licensee's Agents' policy(ies). Licensee shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Senior Manager of Real Property as provided in this Agreement.

C. Each insurance certificate required above shall have the following endorsements attached:

1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance;

2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Licensee and Licensee's Agents;

3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion,";
4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and
5. Waiver of subrogation in favor of and acceptable to RTD.

D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Licensee and Licensee's Agents have left the RTD Property.

E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

F. Liability of Licensee under this Agreement shall not be limited to coverage provided under the required insurance policies.

G. Only those Licensee's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.

ARTICLE 13. ENVIRONMENTAL OBLIGATIONS

A. Definitions.

1. **Activities**: Any action or omission of Licensee and/or Licensee's Agents.
2. **Environmental Damages**: All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:

a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Licensee;

b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and

c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.

3. **Environmental Requirements**: All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

   a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and

   b) all requirements pertaining to the protection of the health and safety of employees or the public.

4. **Hazardous Material(s)**: Any and all substances, chemicals, wastes, or other materials now or from time to time:

   a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*)

("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;

b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or

c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.

B. No Hazardous Material on Property. Except in strict compliance with all Environmental Requirements, Licensee and Licensee's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.

C. No Violations of Environmental Requirements. In performing the Activities, Licensee shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.

D. No Environmental or Other Liens. In performing the Activities, Licensee shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

ARTICLE 14. SAMPLES AND REMOVAL

As between Licensee and RTD, Licensee shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area or generated as a result of work performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. As between Licensee and RTD, Licensee is the sole generator (as the term "generator" is used in applicable statutes and

regulations concerning the removal, transport, and/or disposal of Hazardous Materials, substances, waste, or other contaminants) of any materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area by Licensee or Licensee's Agents or generated as a result of sampling and/or testing undertaken by Licensee or Licensee's Agents.

ARTICLE 15. GENERAL

A. Assignment. Licensee may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Licensee from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.

B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in Weld County, Colorado, and Licensee expressly submits itself to such jurisdiction.

E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.

F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

G. No Agency. It is expressly understood and agreed that RTD and Licensee do not intend to be and shall not in any respect be deemed agents of each other.

H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.

I. Liens. Licensee shall not permit any lien, claim, or other charge to be placed on the RTD Property or the Licensed Area, and Licensee shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Licensee shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.

J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

K. Legal Authority. Licensee warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Licensee to its terms. The person(s) executing this Agreement on behalf of Licensee warrant(s) that such person(s) have full authorization to execute this Agreement.

L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

M. Additional Uses. Licensee understands and agrees that the RTD Property may be used by the public or otherwise, and Licensee shall conduct its work so as not to unreasonably interfere with such other uses.

N. RTD Equipment. Licensee shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.

O. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.

P. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page to Follow

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

REGIONAL TRANSPORTATION DISTRICT

By: Susan K. Altes Digitally signed by Susan K. Altes Date: 2025.03.27 15:24:03 -06'00'

Jyotsna Vishwakarma
Acting AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE REGIONAL TRANSPORTATION DISTRICT

By: Ilyse Niland Digitally signed by Ilyse Niland Date: 2025.03.14 11:20:35 -06'00'

Ilyse Niland
Associate General Counsel

LICENSEE
DAYBREAK RECOVERY ACQUISITION LLC

By: J Shumaker

Name: Jonathan Shumaker

Title: Authorized Signatory

Date: 3/19/25

Memorandum

TO: Susan Altes, Senior Manager, Real Property

FROM: Jyotsna Vishwakarma, Acting AGM, Capital Programs

DATE: 28 July 2023

SUBJECT: Delegation of Authority

This is to confirm that during the period starting Monday, 31 July 2023, until revoked, you will assume the additional duties of Acting Assistant General Manager, Capital Programs in regard to documents that require my signature on Real Property documents.

Your authority shall extend only to those Real Property documents. This authority shall not be further delegated by you.

cc: Senior Leadership Team
Debra A. Johnson, General Manager and CEO
Brian Welch, Acting Assistant General Manager, Planning
Kathy Rinkel, Budget Analyst IV
Ashland Vaughn, Sr. Manager Construction
Susan Altes, Senior Manager, Real Property
Kim Tostenson, Supervisor, Facilities Maintenance
Aprajit Desai, Manager, Engineering Construction
Luke Johnson, Manager, Mapping and Engineering Data
Patrick Stanley, Manager, Engineering Programs
Kevin Diviness, Director Quality Assurance
Ron Posey, Manager, Facilities Maintenance Operating Facilities

EXHIBIT A
Licensed Area

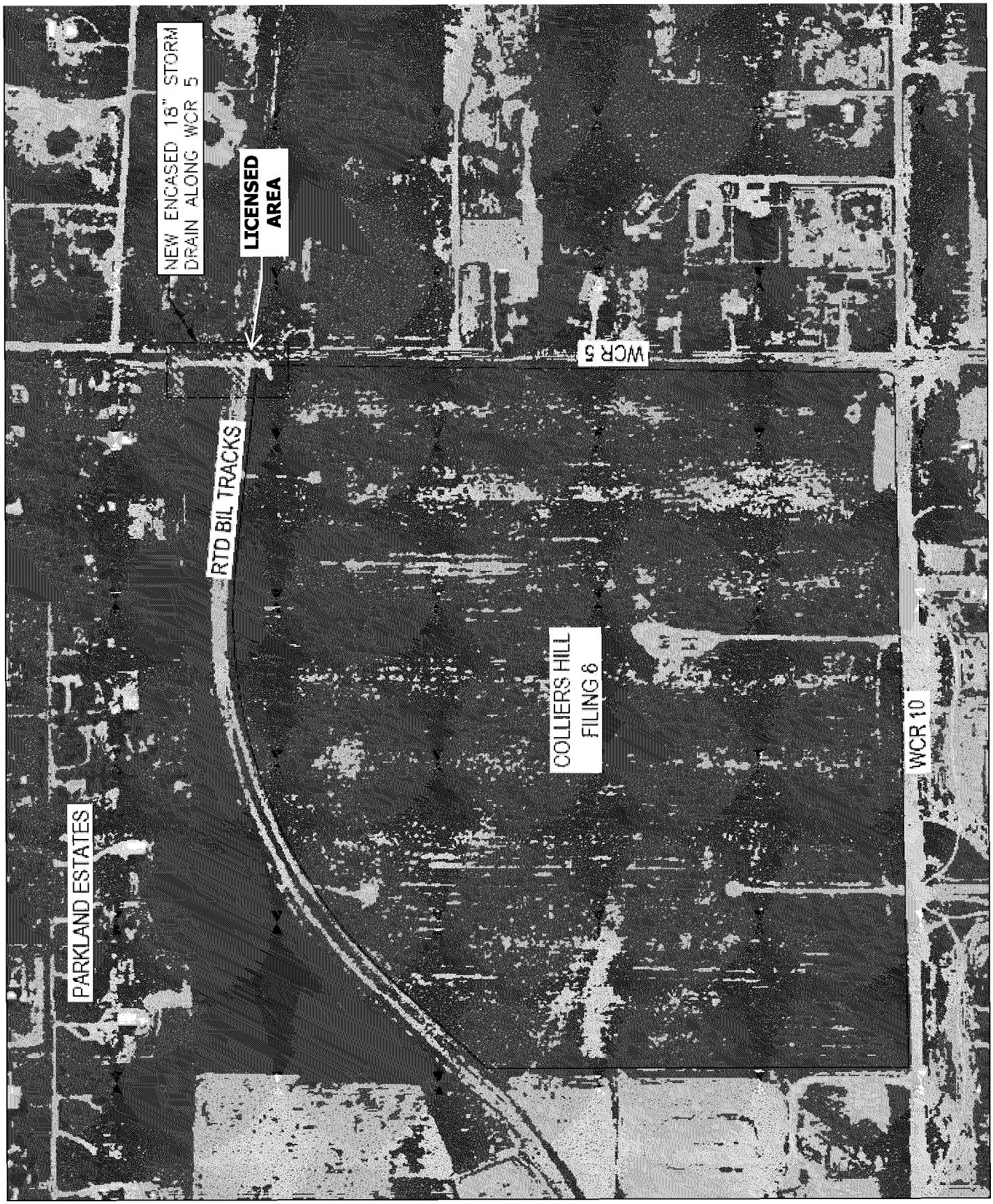

NEW ENCASED 18" STORM
DRAIN ALONG WCR 5
LICENSED
AREA
WCR 5
RTD BIL TRACKS
COLLIERS HILL
FILING 6
WCR 10
PARKLAND ESTATES

EXHIBIT B
Plans

EXHIBIT B

COLLIERS HILL FILING NO. 6

TOWN OF ERIE CONSTRUCTION PLANS FOR

NEW 18" STORM DRAIN ALONG WCR5, ENCASED ACROSS RTD BIL RR ROW (RTD UAR # BIL-104-NewBP11-SD)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

APPLICANT/OWNER:
DAYBREAK RECOVERY ACQUISI...
C/O RAINTREE INVESTMENT COMP...
7200 S. ALTON WAY, SUITE C-400
CENTENNIAL, CO 80112

ENGINEER/SURVEYOR:
HURST & ASSOCIATES, INC
1265 S. PUBLIC RD.
LAFAYETTE, CO 80026

RTD RAILROAD:

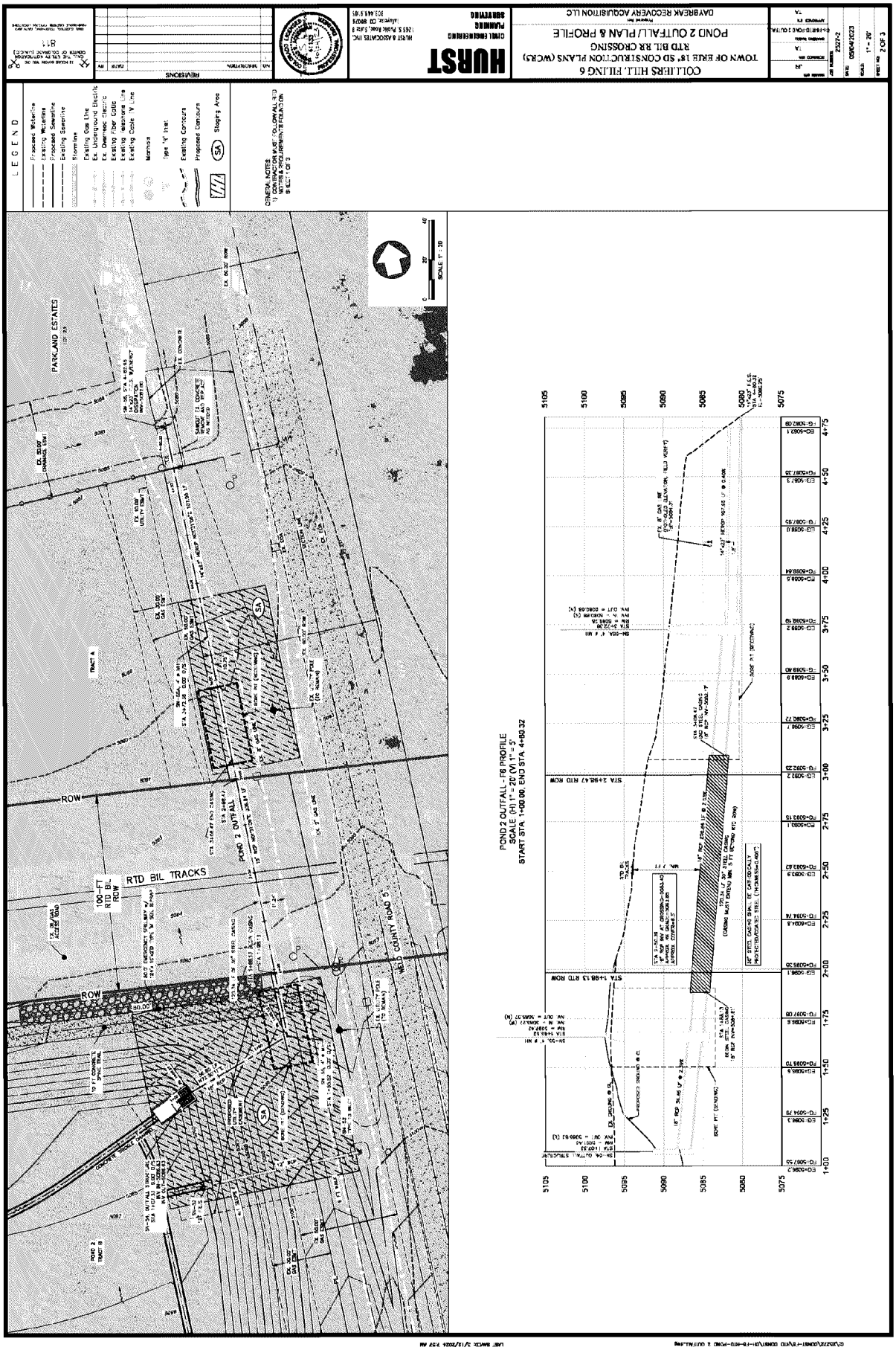
UTILITY, DESIGN REVIEW, CONSTRUCTION, PERMITS, LOCATES, & PRECON MEETINGS
PHONE: 303.758.2511
EMAIL: Utility@rtd-denver.com

Sheet Index

1. Cover Sheet
2. Pond 2 Outfall Plan & Profile
3. Construction Details

HURST

COLLIERS HILL FILING 6
TOWN OF ERIE 18" SD CONSTRUCTION PLANS (MCH5)
RTD BIL RR CROSSING
COVER SHEET


COLLIERS HILL FILING 6
TOWN OF ERIE 18" SD CONSTRUCTION PLANS (WCR5)
RTD BIL RR CROSSING
POND 2 OUTFALL PLAN & PROFILE
DAYBREAK RECOVERY ACQUISITION LLC
HURST
CIVIL ENGINEERING
PLANNING
SURVEYING
LEGEND
PARKLAND ESTATES
RTD BIL TRACKS
100-FT RTD BIL ROW
WELD COUNTY ROAD 5
POND 2 OUTFALL
TRACT A
TRACT B
POND 2 OUTFALL - FG PROFILE
SCALE (H) 1" = 20' (V) 1" = 5'
START STA 1+00.00, END STA 4+80.32

COLLIERS HILL FILING 6
TOWN OF ERIE 18" SD CONSTRUCTION PLANS (WCR3)
RTD BIL RR CROSSING
CONSTRUCTION DETAILS
DAYBREAK RECOVERY ACQUISITION LLC
HURST
CIVIL ENGINEERING
PLANNING
SURVEYING
HURST & ASSOCIATES INC
1265 S. Public Road, Suite 3
Lafayette, CO 80026
303.443.8105
REVISIONS
NO. DESCRIPTION DATE BY
811
CONCRETE PIPE JOINTS - SHIPLAP
STM4A (1 OF 2)
CONCRETE PIPE JOINTS - TYPE "R"
STM4B (2 OF 2)
MANHOLE STEPS
STM2
CASING PIPE DETAIL
ST14
24" MANHOLE RING AND COVER
STM18
STORM SEWER TRENCH DETAIL (RCP)
STM5
STANDARD MANHOLE
STM1A
SN-56 ENERGY DISSIPATION
PROFILE VIEW
N.T.S.
PLAN VIEW
N.T.S.
The Town of ERIE COLORADO

EXHIBIT C
Contractor Right of Entry Agreement

EXHIBIT C

CONTRACTOR RIGHT OF ENTRY AGREEMENT
Daybreak Recovery Acquisition LLC License Agreement
Storm Drain Pipeline Crossing – Weld County Road 5 – Boulder Industrial Lead

This CONTRACTOR RIGHT OF ENTRY AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake St., Denver, Colorado 80202 ("**RTD**"), and _____[1] whose address is _____ ("**Contractor**").

RECITALS

A. RTD owns the land, railroad right-of-way and tracks known as the Boulder Industrial Lead in the Counties of Adams, Weld, Broomfield, and Boulder, State of Colorado ("**RTD Property**"), for mass transit purposes.

B. RTD and Daybreak Recovery Acquisition LLC ("**Developer**" or "**Licensee**") are parties to a License Agreement effective _____[2] ("**License**"), whereby RTD granted a non-exclusive, revocable license and permission to Licensee to enter upon and have ingress to and egress from the RTD Property, as defined in the License, pursuant to the terms of the License, for the purposes of constructing, maintaining, using, and operating the Facilities, as that term is defined in the License. The License is incorporated into this Agreement by reference.

C. Developer has contracted with Contractor and requested RTD to permit Contractor to perform the work related to the Facilities pursuant to the License.

In consideration of the permission of RTD for Contractor to enter upon the RTD Property pursuant to the License, the parties agree as follows:

ARTICLE 1. RIGHT OF ENTRY

A. Subject to all the terms and conditions of this Agreement and the License, RTD grants to Contractor the non-exclusive, revocable right to enter upon and have ingress to and egress from the RTD Property solely to perform work under the License within the area shown on the attached **Exhibit 1** ("**Licensed Area**") and in accordance with the Plans attached as **Exhibit 2**.

B. RTD shall retain all rights in and usage of the Licensed Area. This Agreement is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved, or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Contractor's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the

1 Insert name and address of Contractor.
2 Insert date of License Agreement.

RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.

C. Contractor shall require its agents, employees, and subcontractors (collectively, "**Contractor's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.

D. In the event of Contractor's violation of any of the terms of this Agreement, RTD may terminate this Agreement in part or in full, effective immediately upon Contractor's receipt of RTD's written termination notice.

E. All recitals and attached exhibits are deemed incorporated into this Agreement. Exhibits may not be modified without prior approval by RTD; any approved modifications to exhibits shall be incorporated in this Agreement by an amendment to the Agreement signed by both parties.

ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect for 120 days, until completion of the work, until earlier termination of this Agreement, or until the License is terminated, whichever occurs first.

ARTICLE 3. WORK AND COORDINATION WITH RTD

A. Contractor shall perform the work in accordance with **Exhibit 2** with due care, at Contractor's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD standards.

B. Contractor shall coordinate all work with RTD Utility Engineering at phone number 303.299.2811 or email at UtilityDesignConstruction@rtd-denver.com and RTD Construction Engineering at phone number 303.299.2299 or email at Engineering@rtd-denver.com. Contractor's Agent shall notify RTD Utility Engineering and RTD Construction Engineering a full two weeks prior to construction and shall coordinate a Utility Pre-Construction Meeting with RTD.

ARTICLE 4. ACCESS

A. During any work under this Agreement, Contractor agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Contractor shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Contractor does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Contractor's sole expense; Contractor shall reimburse RTD within 30 days of Contractor's receipt of a written invoice and supporting documentation. Contractor's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.

B. Contractor shall obtain a Buildings and Grounds Access Permit ("**BGAP**") from RTD Facilities Maintenance by submitting the permit form, which can be found at https://www.rtd-

denver.com/business-center/construction-engineering/right-of-way-agreements-and-permits, to bgapermits@rtd-denver.com whenever Contractor, Contractor's Agents, or their equipment will be present on the Licensed Area. Contractor must initiate its request for a BGAP five business days before the work is scheduled to begin. Any conditions set forth in a BGAP shall be deemed to be incorporated in this Agreement by this reference.

C. Contractor shall notify RTD Construction Engineering of entry into the Licensed Area for purposes of maintenance or monitoring by calling 303.299.2299 or by sending electronic mail to Engineering@RTD-Denver.com. If prior to the termination of this Agreement RTD initiates the construction or operation of passenger rail service on the RTD Property, RTD reserves the right to modify this Article to require that Contractor obtain an approved right-of-way access permit from RTD Rail Operations at https://www.rtd-denver.com/doing-business-with-rtd/construction-engineering/row-agreements-permits/light-rail-tracks-access-policy.

D. **In case of emergency** caused by failure of the Facilities or in connection with Contractor's work within the Licensed Area, Contractor shall immediately notify RTD of the emergency at 303.299.2911 or such other number provided by RTD and advise of Contractor's proposed actions to immediately address the emergency. Contractor shall be responsible for any costs incurred by RTD in connection with any failure of the Facilities or Contractor's actions in relation to such failure or emergency, in accordance with the reimbursement requirements of this Agreement.

E. RTD reserves the right to have its personnel present during any work under this Agreement.

F. Contractor shall be responsible for safety related to all aspects of its work under this Agreement. Contractor shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Contractor's Agents are notified of, understand, and abide by them at all times. Contractor shall provide all required personal protective equipment and other equipment required for the safe performance of the work.

G. Contractor shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.

H. At any reasonable time, RTD may inspect a work site and appropriate records regarding Contractor's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Contractor of its responsibility for compliance with, and for monitoring compliance by Contractor and its subcontractors with, the safety requirements of this Agreement.

I. Contractor shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Contractor shall take all appropriate measures to abate the imminent hazard.

J. Contractor shall ensure that Contractor's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them,

others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.

K. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Contractor's Agents is failing to comply with RTD safety requirements or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies Contractor that the suspension is lifted. Contractor acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Contractor will comply with applicable requirements. RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

ARTICLE 5. DIGGING AND BORING

If any digging or boring is permitted on the Licensed Area, Contractor shall first determine if a telecommunications system or other utility is buried anywhere on or about the Licensed Area in the location where Contractor will perform such digging or boring. If there is such a telecommunications facility or other utility, Contractor will determine the owner of such telecommunications system or other utility and take such actions in cooperation with the owner(s) as are necessary so as not to damage such system or utility.

ARTICLE 6. NOTICES

Unless otherwise prescribed in this Agreement, any notices required to be given shall be provided in writing and mailed by U.S. mail, first class postage prepaid, or by electronic mail and addressed as follows:

If to RTD:	Regional Transportation District Attn: Senior Manager, Real Property 1560 Broadway, Suite 650 Denver, Colorado 80202 303.299.2440 realproperty@rtd-denver.com
With a copy to:	Regional Transportation District Attn: Senior Manager, Construction Engineering 1560 Broadway, Suite 700 Denver, Colorado 80202 303.299.2299 engineering@rtd-denver.com **In emergency: 303.299.2911**
If to Contractor:	[Insert Contractor information] _____ Name of Company _____ Address

City, State, Zip

Phone

Email

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed. Each party will provide notice of any changes to its address, email address, or contact person.

ARTICLE 7. LIABILITY

A. Contractor shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or other RTD property, Contractor's property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Contractor or Contractor's Agents. Contractor shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Contractor shall notify one another of any such damage and any potential claims arising out of such damage.

B. Contractor shall, and shall require Contractor's agents and subcontractors to, indemnify, defend, and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Contractor's obligations under this Agreement.

C. Nothing in this Agreement shall be deemed to waive any of RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

ARTICLE 8. NO WARRANTY

A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Contractor or Contractor's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Contractor, as is the procurement of any applicable regulatory permission or consent.

B. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.

C. Contractor specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Contractor or Contractor's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

ARTICLE 9. INSURANCE

A. Contractor shall, throughout the Term of this Agreement, procure and maintain, and shall require that Contractor's Agents, with the exception of individual Contractor employees, procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance.

1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than $5,000,000 each occurrence and an aggregate limit of at least $10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.

2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.

3. Automobile Liability Insurance with a combined single limit of at least $1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.

4. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Contractor as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Contractor. Employers' Liability Insurance shall provide coverage for limits of not less than $500,000. This insurance, when procured by Contractor's Agents, shall also cover Contractor's Agents' employees.

5. Railroad Protective Liability Insurance. If prior to the termination of this Agreement RTD initiates the construction or operation of passenger rail service on the RTD Property, RTD reserves the right to require Railroad Protective Liability Insurance whenever the Contractor or Contractor's Agents are performing work on the Licensed Area or RTD Property.

6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations

performed. The amount of such coverage shall be no less than $5,000,000 per occurrence and aggregate.

B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Contractor agrees to furnish RTD with a certificate of the required insurance for each of Contractor's and Contractor's Agents' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Senior Manager of Real Property as provided in this Agreement.

C. Each insurance certificate required above shall have the following endorsements attached:

1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance;

2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Contractor and Contractor's Agents;

3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion,";

4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and

5. Waiver of subrogation in favor of and acceptable to RTD.

D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Contractor and Contractor's Agents have left the RTD Property.

E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

F. Liability of Contractor under this Agreement shall not be limited to coverage provided under the required insurance policies.

G. Only those Contractor's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.

H. In the event that any Contractor's Agent does not have its own insurance coverage as set forth in this Article, Contractor shall cause such Contractor Agent to be a named insured under Contractor's policies.

ARTICLE 10. ENVIRONMENTAL OBLIGATIONS

A. Definitions.

1. **Activities**: Any action or omission of Contractor and/or Contractor's Agents.

2. **Environmental Damages**: All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:

   a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;

   b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and

   c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.

3. **Environmental Requirements**: All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and

b) all requirements pertaining to the protection of the health and safety of employees or the public.

4. **Hazardous Material(s)**: Any and all substances, chemicals, wastes, or other materials now or from time to time:

a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;

b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or

c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.

B. No Hazardous Material on Property. Except in strict compliance with all Environmental Requirements, Contractor and Contractor's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.

C. No Violations of Environmental Requirements. In performing the Activities, Contractor shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.

D. No Environmental or Other Liens. In performing the Activities, Contractor shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

ARTICLE 11. SAMPLES AND REMOVAL

As between Contractor and RTD, Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area or generated as a result of work performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. As between Contractor and RTD, Contractor is the sole generator (as the term "generator" is used in applicable statutes and regulations concerning the removal, transport, and/or disposal of Hazardous Materials, substances, waste, or other contaminants) of any materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area by Contractor or Contractor's Agents or generated as a result of sampling and/or testing undertaken by Contractor or Contractor's Agents.

ARTICLE 12. GENERAL

A. Assignment. Contractor may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Contractor from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.

B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Contractor expressly submits itself to such jurisdiction.

E. No Recordation. Neither party (nor any of their respective agents or representatives) shall record this Agreement (or any memorandum or short form of this Agreement) without the prior written consent of the other party.

F. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

G. No Agency. It is expressly understood and agreed that RTD and Contractor do not intend to be and shall not in any respect be deemed agents of each other.

H. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.

I. Liens. Contractor shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Contractor shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Contractor shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.

J. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

K. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Contractor to its terms. The person(s) executing this Agreement on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.

L. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

M. Breach. Any failure of Contractor to fulfill any of Contractor's obligations under this Agreement shall constitute a breach of this Agreement and subject Contractor to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.

N. Applicable Laws; Violation. Contractor shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Contractor violates applicable ordinances or laws, Contractor shall cease and desist from continuing such use upon demand by RTD.

O. Additional Uses. Contractor understands and agrees that the RTD Property may be used by the public or otherwise, and Contractor shall conduct its work so as not to unreasonably interfere with such other uses.

P. RTD Equipment. Contractor shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.

Q. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.

R. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

Signature Page to Follow

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

REGIONAL TRANSPORTATION DISTRICT

By: _____
Jyotsna Vishwakarma
Acting AGM, Capital Programs

APPROVED AS TO LEGAL FORM FOR THE
REGIONAL TRANSPORTATION DISTRICT

By: _____
Attorney Name
Attorney Title

CONTRACTOR

_____
Company Name

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
Licensed Area

EXHIBIT 2
Plans

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-48

Subject:
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

Department: Planning - Land Use,
Planning - Land Use

Presenter(s): Harry Brennan, Senior Planner

Time Estimate: 0

Fiscal Summary:
Cost as Recommended:
Balance Available:
Fund:
Line Item Number:
New Appropriation Required:

Policy Issues:
Staff's analysis indicates the proposed dedications are consistent with Town Charter, Municipal Code, and the Council's priorities. Approving the Resolution will confirm Council's agreement with the analysis and accept the dedications.

Staff Recommendation:
Approve and accept the dedications shown on the Westerly Filing 1 Amendment No. 2 Minor Plat Amendment.

Summary/Key Points:

- The original Westerly Filing 1 Final Plat established the lots.
- This Minor Plat Amendment seeks to adjust lot lines to clear up lot lines adjacent to the Commercial Area for ownership clarity purposes; and seeks to vacate a utility easement that is no longer needed.

- Minor Plat Amendments are allowed for this type of action per UDC section 10-7-7.
- There are no changes to the number of lots or units.
- There are no changes to the existing public Right of Way.

Background of Subject Matter:
The Town approved the original Westerly Filing 1 Final Plat and Filing 1 Amendment No. 1 in 2021. This Amendment No. 2, submitted at the request of staff, seeks to adjust lot lines around the Westerly Commercial area and the adjacent metro district-owned property in order to help clear up ownership. This Minor Plat Amendment will also vacate a utility easement that is no longer needed. No additional lots or units will be created.

Attachments:
1. Resolution 2026-123
2. Westerly Filing 1 Amendment No. 2

Town of Erie
Resolution No. 2026-123

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

Whereas, on February 19, 2026, Erie Land Company filed an application for approval of the Minor Plat Amendment for the Westerly Filing 1 Amendment No. 2 Minor Plat Amendment (the "Minor Plat Amendment");

Whereas, the Planning and Development Director has conditionally approved the Minor Plat Amendment, on the condition that the Town Council accept certain utility easement dedications as shown on the Minor Plat Amendment;

Whereas, on July 14, 2026, the Town Council considered the acceptance of the dedications as shown on the Minor Plat Amendment; and

Whereas, the Town Council desires to accept the dedications as shown on the Minor Plat Amendment.

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

Section 1. The Town Council hereby accepts the utility easement dedications shown on the Minor Plat Amendment.

Adopted this 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

WESTERLY FILING NO. 1, AMENDMENT NO. 2

TRACTS B, C, F, WESTERLY FILING NO. 1, LOTS 1-6, BLOCK 5, WESTERLY FILING NO. 1 AMENDMENT NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
12.366 ACRES - 6 LOTS
SUB2026-00009

DEDICATION AND OWNERSHIP STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

TWO PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

TRACT B AND TRACT F, WESTERLY FILING NO. 1 ACCORDING TO THE PLAT AS RECORDED JANUARY 28, 2021 AT RECEPTION NO. 4676396, AND ACCORDING TO THE SURVEYOR'S AFFIDAVIT OF CORRECTION AS RECORDED AUGUST 27, 2021 AT RECEPTION NO. 4750521, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

PARCEL 2:

TRACT C,
WESTERLY FILING NO. 1 ACCORDING TO THE PLAT AS RECORDED JANUARY 28, 2021 AT RECEPTION NO. 4676396, AND ACCORDING TO THE SURVEYOR'S AFFIDAVIT OF CORRECTION AS RECORDED AUGUST 27, 2021 AT RECEPTION NO. 4750521, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

PARCEL 3:

LOT 1, BLOCK 1, WESTERLY FILING NO. 1, AMENDMENT NO. 1, ACCORDING TO THE PLAT RECORDED DECEMBER 22, 2021 AT RECEPTION NO. 4787489 AND RECORDED JANUARY 10, 2022 AT RECEPTION NO. 4792754, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

PARCEL 4:

LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 5, WESTERLY FILING NO. 1, AMENDMENT NO. 1, ACCORDING TO THE PLAT RECORDED DECEMBER 22, 2021 AT RECEPTION NO. 4787489 AND RECORDED JANUARY 10, 2022 AT RECEPTION NO. 4792754, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

CONTAINING A CALCULATED AREA OF 537,362 SQUARE FEET (12.336 ACRES), MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO TRACTS, LOTS, BLOCKS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF WESTERLY FILING NO. 1, AMENDMENT NO. 2. THERE ARE NO STREETS DEDICATED BY THIS PLAT.

OWNER (AS TO PARCEL 1):

WESTERLY METRO DISTRICT NO. 1

BY: _____ _____ _____
AUTHORIZED SIGNATORY TITLE DATE

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20_____.

BY: _____ _____ _____
AUTHORIZED SIGNATORY TITLE DATE

OF WESTERLY METRO DISTRICT NO. 1.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER (AS TO PARCELS 2 AND 3):

ERIE LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ _____ _____
AUTHORIZED SIGNATORY TITLE DATE

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20_____.

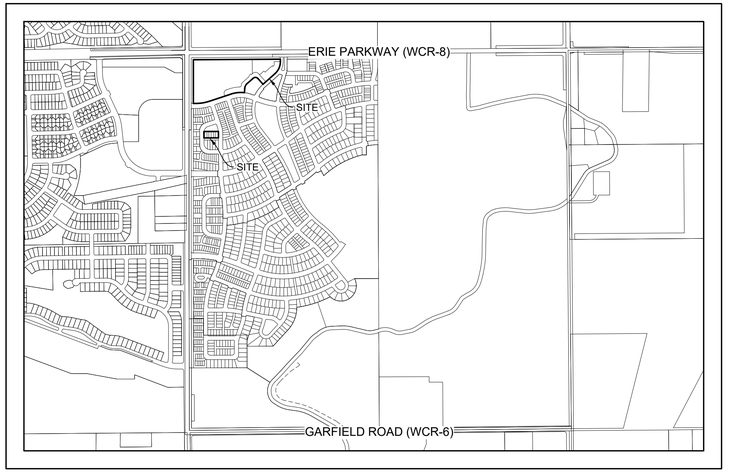
BY: _____ _____ _____
AUTHORIZED SIGNATORY TITLE DATE

OF ERIE LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
SCALE: 1" = 1000'

OWNER (AS TO PARCEL 4):

BRIGHTLAND HOMES OF COLORADO, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ _____ _____
AUTHORIZED SIGNATORY TITLE DATE

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20_____.

BY: _____ _____ _____
AUTHORIZED SIGNATORY TITLE DATE

OF BRIGHTLAND HOMES OF COLORADO, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE VERIFICATION STATEMENT:

WE FIDELITY NATIONAL TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT THOSE SET FORTH IN THE TITLE COMMITMENT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER NCSCO04989-ES WITH AN EFFECTIVE DATE OF MARCH 19, 2026.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

BY: _____ _____ _____
AUTHORIZED SIGNATORY TITLE DATE

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20_____.

BY: _____ _____ _____
AUTHORIZED SIGNATORY TITLE DATE

OF FIDELITY NATIONAL TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

GENERAL NOTES:

1. BASIS OF BEARINGS: THE BEARINGS SHOWN ON THIS MAP ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED ON THE WEST END BY A FOUND RANGE BOX WITH A 2-1/2" ALUMINUM CAP STAMPED WITH PLS NUMBER. 23501 AND ON THE EAST END BY A FOUND RANGE BOX WITH A 2" ALUMINUM CAP STAMPED WITH PLS NUMBER ILLEGIBLE, BEARING NORTH 89°38'17" EAST, A DISTANCE OF 2,663.55 FEET.
2. COORDINATE DATUM: PROJECT COORDINATES ARE MODIFIED (GROUND) NAD83(2011) STATE PLANE COORDINATES OF THE COLORADO NORTH ZONE (0501) USING A COMBINED SCALE FACTOR OF 1.0002839169 AND NO TRUNCATED VALUES IN THE NORTHING AND EASTING. TO ACHIEVE STATE PLANE GRID COORDINATES YOU MUST MULTIPLY EACH OF THE PROJECT COORDINATES BY 0.9997161637. THE PROJECT ORIGIN (LOCATION OF SCALE) IS THE 0,0 COORDINATE.
3. 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 SHOWN HEREON.
4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO C.R.S. 18-4-508.
5. ALL LINEAL DISTANCES SHOWN HEREON ARE REPRESENTED IN U.S. SURVEY FEET. A U.S. SURVEY FOOT IS DEFINED AS 1200/3937 METERS. ALL BEARINGS SHOWN ON THIS PLAT ARE REPRESENTED IN DEGREES-MINUTES-SECONDS.
6. THE SUBJECT PROPERTY CONTAINS 537,362 SQUARE FEET (12.336 ACRES) MORE OR LESS.
7. THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X - UNSHADED (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS SHOWN IN FLOOD INSURANCE RATE MAP (FIRM) NUMBER 0813C0442J EFFECTIVE DECEMBER 18, 2012, AND MAP NUMBER 08123C2070E, EFFECTIVE JANUARY 20, 2016.
8. ZONING AND ADJACENT PARCEL INFORMATION WAS DERIVED FROM THE WELD COUNTY GIS MAP AND THE TOWN OF ERIE ZONING MAP HOSTED ON THE MUNICIPALITIES' RESPECTIVE WEBSITES AS RESEARCHED ON APRIL 22, 2026.
9. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MATRIX DESIGN GROUP, INC. TO DETERMINE THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OF LAND, OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY OR TITLE OF RECORD, MATRIX DESIGN GROUP, INC. RELIED UPON ALTA COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER NCSCO04989-ES WITH AN EFFECTIVE DATE OF MARCH 19, 2026.
10. ALL OF WESTERLY FILING NO. 1 AMENDMENT NO. 2 IS UNDERMINED. TO REDUCE RISK OF SUBSIDENCE-RELATED DAMAGE, NO BUILDING OR BUILDING SEGMENT WITHIN IMPACTED BLOCKS AND TRACTS MAY EXCEED 154 FEET IN LENGTH OR WIDTH.

    THE SUBSIDENCE HAZARD AND MITIGATION RECOMMENDATIONS ARE DESCRIBED IN THE REPORT "MINE SUBSIDENCE INVESTIGATION, DEARMIN/SWINK PROPERTY, 402.58 ACRES IN SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST, WELD COUNTY, COLORADO (WESTERN ENVIRONMENT AND ECOLOGY, INC., PROJECT NUMBER 778-002-01, DECEMBER 15, 2018)". THIS REPORT IS ON FILE WITH THE TOWN OF ERIE PLANNING AND DEVELOPMENT DEPARTMENT, FILE NO. FP-001283-2021.
11. THE EASEMENTS THAT WOULD RESIDE WITHIN THIS PLAT PREVIOUSLY GRANTED BY WESTERLY FILING NO. 1 RECORDED UNDER RECEPTION NO. 4676396 AND WESTERLY FILING NO. 1 AMENDMENT NO. 1 RECORDED UNDER RECEPTION NO. 4787489 ARE HEREBY VACATED BY THIS PLAT AND REPLACED BY EASEMENTS DEDICATED BY THIS PLAT.
12. A BLANKET UTILITY EASEMENT IS HEREBY GRANTED WITHIN TRACT F FOR THE CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ELECTRIC, GAS, TELEPHONE, CABLE AND OTHER TELECOMMUNICATIONS FACILITIES, AND ASSOCIATED STRUCTURES.
13. A BLANKET UTILITY EASEMENT IS HEREBY GRANTED WITHIN TRACTS B AND F FOR THE CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTENANCE OF STORM SEWER LINES, SANITARY SEWER LINES, WATER LINES, DRAINAGE FACILITIES, AND ASSOCIATED STRUCTURES.
14. A BLANKET PUBLIC ACCESS EASEMENT IS GRANTED WITHIN ALL TRACTS FOR THE PURPOSES OF PEDESTRIAN INGRESS AND EGRESS.
15. A BLANKET EMERGENCY ACCESS EASEMENT IS GRANTED WITHIN ALL TRACTS FOR THE PURPOSES OF INGRESS AND EGRESS OF EMERGENCY VEHICLES AND SERVICES.
16. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE TOWN OF ERIE ENGINEERING STANDARDS AND SPECIFICATIONS, AS AMENDED. THE OWNER(S) GRANT THE TOWN OF ERIE A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO INSPECT, MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY THE TOWN OF ERIE MUNICPAL CODE, AS AMENDED; AND TO INSPECT, MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTIONS SHALL BE AT THE COST OF THE OWNER(S).

PLANNING & DEVELOPMENT APPROVAL CERTIFICATE:

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF ERIE PLANNING COMMISSION ON THIS _____ DAY OF _____ 20_____.

_____
PLANNING AND DEVELOPMENT DIRECTOR

TOWN COUNCIL APPROVAL CERTIFICATE:

THIS PLAT, TO BE KNOWN AS WESTERLY FILING NO. 1 AMENDMENT NO. 2, IS APPROVED AND ACCEPTED BY RESOLUTION NO. _____.

PASSED AND ADOPTED AT A MEETING OF THE TOWN COUNCIL OF ERIE, COLORADO, HELD ON THE _____ DAY OF _____ 20 _____.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

SURVEYOR'S CERTIFICATION:

I, ALEXANDER AGUILAR, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON MARCH 18, 2026 BY ME OR UNDER MY DIRECT SUPERVISION; THAT ALL MONUMENTS AS SHOWN HEREON EXISTED AS DESCRIBED ON THE DATE OF THE FIELD SURVEY; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS, OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF ERIE UNIFIED DEVELOPMENT CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____ 20_____.

_____
ALEXANDER AGUILAR, PLS 38858
SURVEY OPERATIONS MANAGER
FOR AND ON BEHALF OF MATRIX DESIGN GROUP, INC
707 17TH STREET, SUITE 3150
DENVER, CO 80202

SHEET INDEX

1 - COVER
2 - PARCEL 1 DETAILS
3 - PARCEL 2 DETAILS

#	REVISION DATE	COMMENTS
1	04/22/2026	FIRST SUBMITTAL - PRELIMINARY

DRAWN BY: DH
CHECKED BY: ALA
MDG PROJ. #: 994.001
DATE ISSUED: 04/22/2026
SHEET 1 OF 3

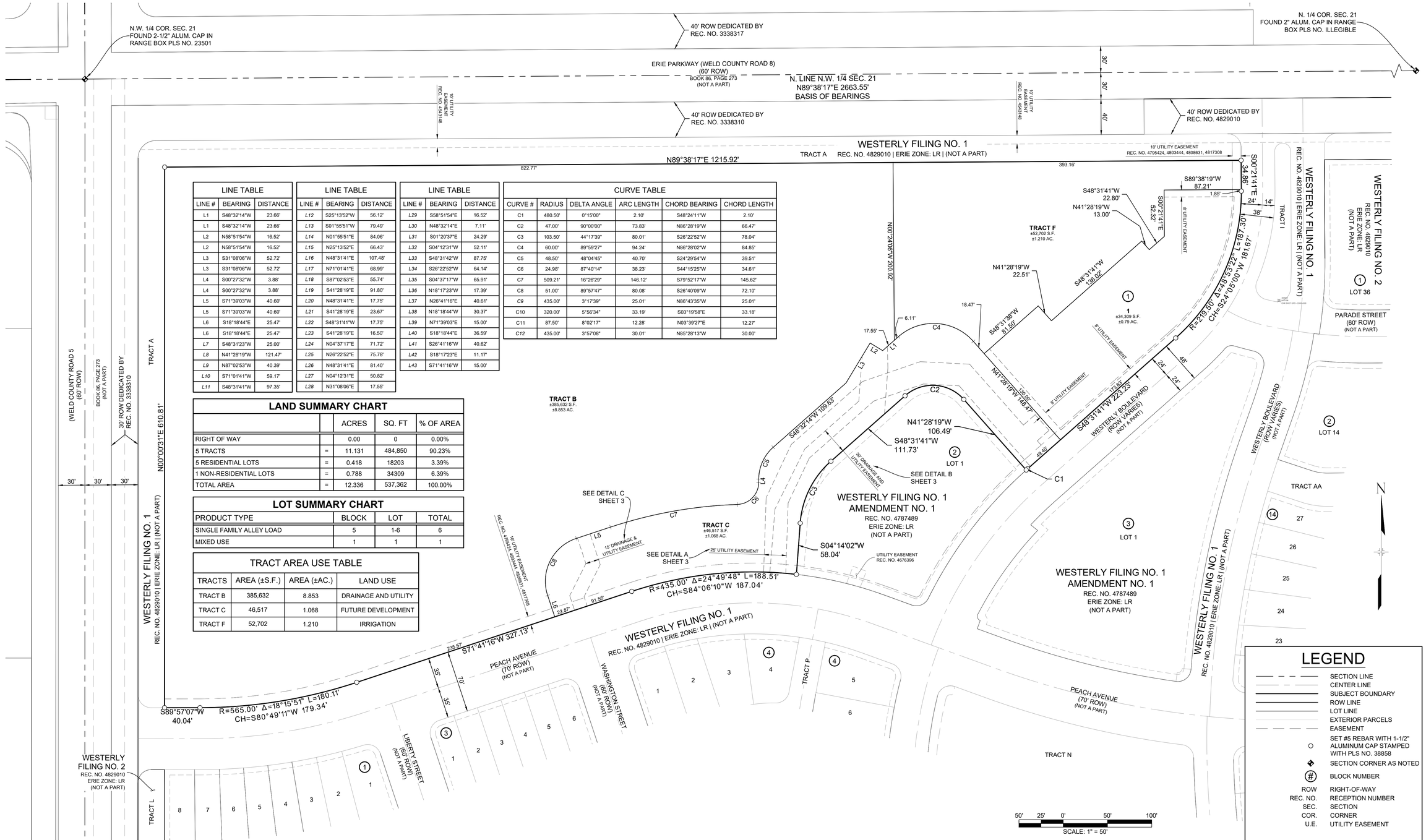
WESTERLY FILING NO. 1,
AMENDMENT NO. 2
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

PREPARED BY:
Matrix
Excellence by Design

FILE LOCATION: R:\18.994.001 (Deanmin Svrink)\Survey\Dwg\PLATS\Filing 1 Plat AMD 2\WESTERLY FILING 1 PLAT AMD 2.dwg

WESTERLY FILING NO. 1, AMENDMENT NO. 2

TRACTS B, C, F, WESTERLY FILING NO. 1, LOTS 1-6, BLOCK 5, WESTERLY FILING NO. 1 AMENDMENT NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
12.366 ACRES - 6 LOTS
SUB2026-00009



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S48°32'14"W	23.66'
L1	S48°32'14"W	23.66'
L2	N58°51'54"W	16.52'
L2	N58°51'54"W	16.52'
L3	S31°08'06"W	52.72'
L3	S31°08'06"W	52.72'
L4	S00°27'32"W	3.88'
L4	S00°27'32"W	3.88'
L5	S71°39'03"W	40.60'
L5	S71°39'03"W	40.60'
L6	S18°18'44"E	25.47'
L6	S18°18'44"E	25.47'
L7	S48°31'23"W	25.00'
L8	N41°28'19"W	121.47'
L9	N87°02'53"W	40.39'
L10	S71°01'41"W	59.17'
L11	S48°31'41"W	97.35'

LINE TABLE		
LINE #	BEARING	DISTANCE
L12	S25°13'52"W	56.12'
L13	S01°55'51"W	79.49'
L14	N01°55'51"E	84.06'
L15	N25°13'52"E	66.43'
L16	N48°31'41"E	107.48'
L17	N71°01'41"E	68.99'
L18	S87°02'53"E	55.74'
L19	S41°28'19"E	91.80'
L20	N48°31'41"E	17.75'
L21	S41°28'19"E	23.67'
L22	S48°31'41"W	17.75'
L23	S41°28'19"E	16.50'
L24	N04°37'17"E	71.72'
L25	N26°22'52"E	75.78'
L26	N48°31'41"E	81.40'
L27	N04°12'31"E	50.82'
L28	N31°08'06"E	17.55'

LINE TABLE		
LINE #	BEARING	DISTANCE
L29	S58°51'54"E	16.52'
L30	N48°32'14"E	7.11'
L31	S01°20'37"E	24.29'
L32	S04°12'31"W	52.11'
L33	S48°31'42"W	87.75'
L34	S26°22'52"W	64.14'
L35	S04°37'17"W	65.91'
L36	N18°17'23"W	17.39'
L37	N26°41'16"E	40.61'
L38	N18°18'44"W	30.37'
L39	N71°39'03"E	15.00'
L40	S18°18'44"E	36.59'
L41	S26°41'16"W	40.62'
L42	S18°17'23"E	11.17'
L43	S71°41'16"W	15.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	480.50'	0°15'00"	2.10'	S48°24'11"W	2.10'
C2	47.00'	90°00'00"	73.83'	N86°28'19"W	66.47'
C3	103.50'	44°17'39"	80.01'	S26°22'52"W	78.04'
C4	60.00'	89°59'27"	94.24'	N86°28'02"W	84.85'
C5	48.50'	48°04'45"	40.70'	S24°29'54"W	39.51'
C6	24.98'	87°40'14"	38.23'	S44°15'25"W	34.61'
C7	509.21'	16°26'29"	146.12'	S79°52'17"W	145.62'
C8	51.00'	89°57'47"	80.08'	S26°40'09"W	72.10'
C9	435.00'	3°17'39"	25.01'	N86°43'35"W	25.01'
C10	320.00'	5°56'34"	33.19'	S03°19'58"E	33.18'
C11	87.50'	8°02'17"	12.28'	N03°39'27"E	12.27'
C12	435.00'	3°57'08"	30.01'	N85°28'13"W	30.00'

LAND SUMMARY CHART

		ACRES	SQ. FT	% OF AREA
RIGHT OF WAY		0.00	0	0.00%
5 TRACTS	=	11.131	484,850	90.23%
5 RESIDENTIAL LOTS	=	0.418	18203	3.39%
1 NON-RESIDENTIAL LOTS	=	0.788	34309	6.39%
TOTAL AREA	=	12.336	537,362	100.00%

LOT SUMMARY CHART

PRODUCT TYPE	BLOCK	LOT	TOTAL
SINGLE FAMILY ALLEY LOAD	5	1-6	6
MIXED USE	1	1	1

TRACT AREA USE TABLE

TRACTS	AREA (±S.F.)	AREA (±AC.)	LAND USE
TRACT B	385,632	8.853	DRAINAGE AND UTILITY
TRACT C	46,517	1.068	FUTURE DEVELOPMENT
TRACT F	52,702	1.210	IRRIGATION

LEGEND

- SECTION LINE
- CENTER LINE
- SUBJECT BOUNDARY
- ROW LINE
- LOT LINE
- EXTERIOR PARCELS
- EASEMENT
- ○ SET #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED WITH PLS NO. 38858
- SECTION CORNER AS NOTED
- (#) BLOCK NUMBER
- ROW RIGHT-OF-WAY
- REC. NO. RECEPTION NUMBER
- SEC. SECTION
- COR. CORNER
- U.E. UTILITY EASEMENT

SHEET INDEX

1 - COVER
2 - PARCEL 1 DETAILS
3 - PARCEL 2 DETAILS

#	REVISION DATE	COMMENTS
1	04/22/2026	FIRST SUBMITTAL - PRELIMINARY

DRAWN BY: DH
CHECKED BY: ALA
MDG PROJ. #: 994.001
DATE ISSUED: 04/22/2026
SHEET 2 OF 3

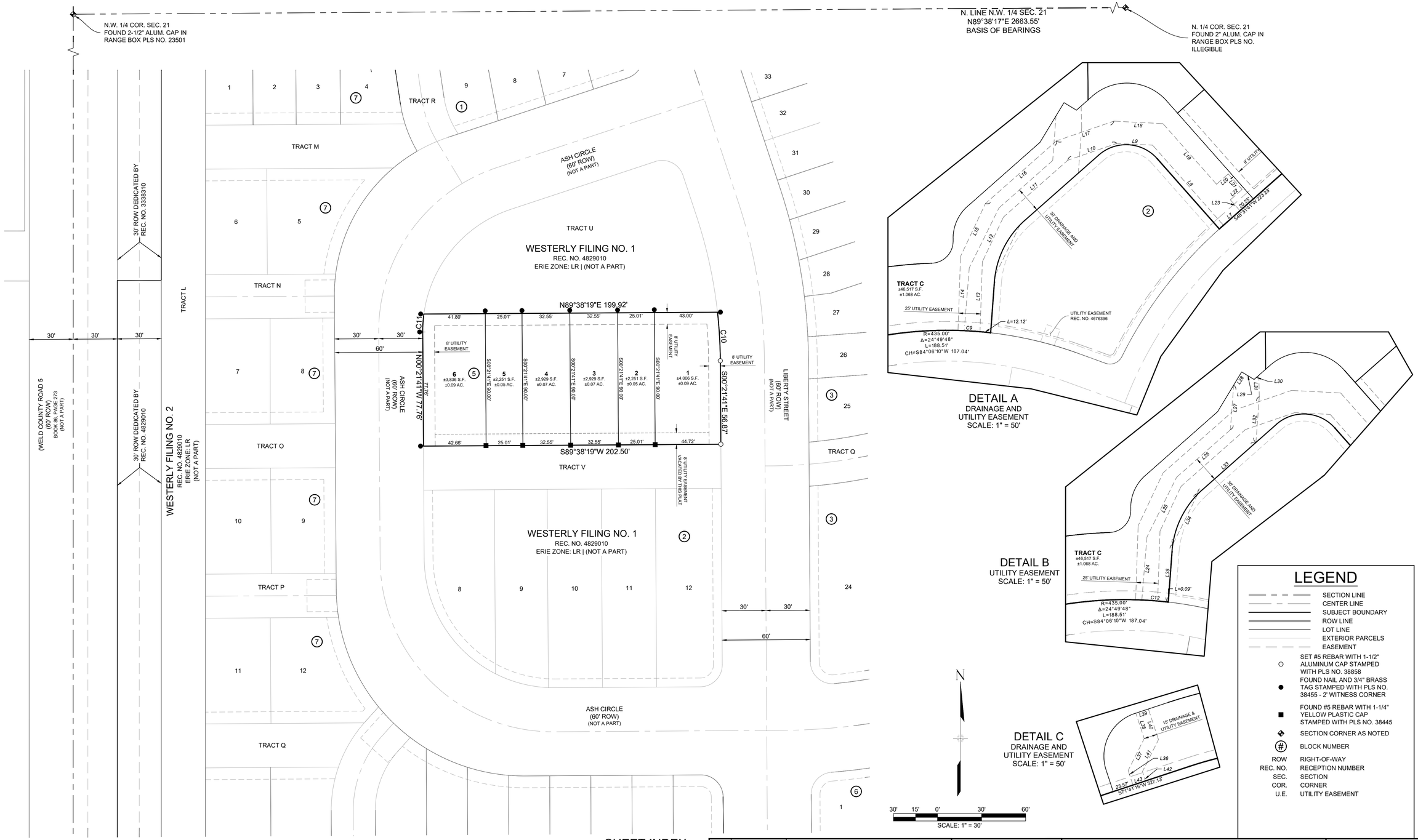
WESTERLY FILING NO. 1,
AMENDMENT NO. 2
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

PREPARED BY:
Matrix
Excellence by Design

FILE LOCATION: R:\18.994.001 (Dearmin Swink)\Survey\Dwg\PLAT\SF\Filing 1 Plat AMD 2\WESTERLY FILING 1 PLAT AMD 2.dwg

WESTERLY FILING NO. 1, AMENDMENT NO. 2

TRACTS B, C, F, WESTERLY FILING NO. 1, LOTS 1-6, BLOCK 5, WESTERLY FILING NO. 1 AMENDMENT NO. 1
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
12.366 ACRES - 6 LOTS
SUB2026-00009



SHEET INDEX

1 - COVER
2 - PARCEL 1 DETAILS
3 - PARCEL 2 DETAILS

LEGEND

- SECTION LINE
- CENTER LINE
- SUBJECT BOUNDARY
- ROW LINE
- LOT LINE
- EXTERIOR PARCELS
- EASEMENT
- ○ SET #5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED WITH PLS NO. 38858
- ● FOUND NAIL AND 3/4" BRASS TAG STAMPED WITH PLS NO. 38455 - 2' WITNESS CORNER
- ■ FOUND #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED WITH PLS NO. 38445
- SECTION CORNER AS NOTED
- (#) BLOCK NUMBER

ROW	RIGHT-OF-WAY
REC. NO.	RECEPTION NUMBER
SEC.	SECTION
COR.	CORNER
U.E.	UTILITY EASEMENT

#	REVISION DATE	COMMENTS
1	04/22/2026	FIRST SUBMITTAL - PRELIMINARY

DRAWN BY: DH
CHECKED BY: ALA
MDG PROJ. #: 994.001
DATE ISSUED: 04/22/2026
SHEET 3 OF 3

WESTERLY FILING NO. 1,
AMENDMENT NO. 2
LOCATED IN THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.

PREPARED BY:
Matrix
Excellence by Design

FILE LOCATION: R:\18.994.001 (Deannin Swink)\Survey\Dwg\PLATS\Filing 1 Plat AMD 2\WESTERLY FILING 1 PLAT AMD 2.dwg

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-56

Subject:
A Resolution of the Town of Erie, Colorado Authorizing a Revocable License Agreement for Cornerstone Coffee dba Cristos Coffee - 149 S. Briggs Street

Department: Planning - Land Use,

Presenter(s): Melinda Helmer, Business Operations Coordinator

Time Estimate: 0

Fiscal Summary:
Cost as Recommended:
Balance Available:
Fund:
Line Item Number:
New Appropriation Required:

Policy Issues:
The proposed Revocable License Agreement requires Town Council consideration as required by the Home Rule Charter. The Revocable License Agreement is for the encroachment and use of the Town's public right-of-way.

Staff Recommendation:
Staff recommend approval of the Revocable License Agreement for Cornerstone Coffee dba Cristos Coffee to expire one year from license issuance.

Summary/Key Points:

- In accordance with Article 15 of the Town's Home Rule Charter, Revocable License Agreements are granted at the discretion of Town Council and may be revoked at any time.
- The license agreement establishes responsibilities for maintenance, insurance, indemnification, and liability while ensuring the encroachment does not interfere

with the public's use of the right-of-way.
- Approval of these types of license agreements has moved from an administrative review to Town Council consideration to comply with the requirements of the Home Rule Charter.

Background of Subject Matter:
Historically, Revocable License Agreements were processed and approved by Town Administration. After recent review of the Town's Home Rule Charter, staff determined that a Revocable License granting use of any Town-controlled property requires Council consideration and approval. As a result, these Revocable Licenses are now being brought before Council to ensure compliance with the Charter and to provide formal authorization for the encroachment and use of the public right-of-way under the terms and conditions set forth in the license agreement.

Attachments:
1. Resolution 2026-130
2. Exhibit A - Licensed Property Diagram
3. Certificate of Liability Insurance - Cornerstone Coffee
4. Outdoor Seating - Exhibit Photo
5. Revocable License Agreement - Cornerstone Coffee

Town of Erie
Resolution No. 2026-130

A Resolution of the Town Council of the Town of Erie Approving a Revocable License Agreement with Cornerstone Coffee d/b/a Cristos Coffee for Encroachment in the Right-of-Way at 149 S. Briggs Street

Whereas, Article 15 of the Town of Erie Home Rule Charter provides that Town Council may grant a revocable license at any time for the temporary use, control, or operation of any Town-controlled property, provided that such licenses be revocable at the will of the Council; and

Whereas, the proposed Revocable License Agreement establishes terms and conditions governing the temporary use of Town-owned right-of-way.

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

Section 1. The Revocable License Agreement ("Agreement") with Cornerstone Coffee d/b/a Cristos Coffee 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 Agreement.

Adopted this 14th day of July, 2026.

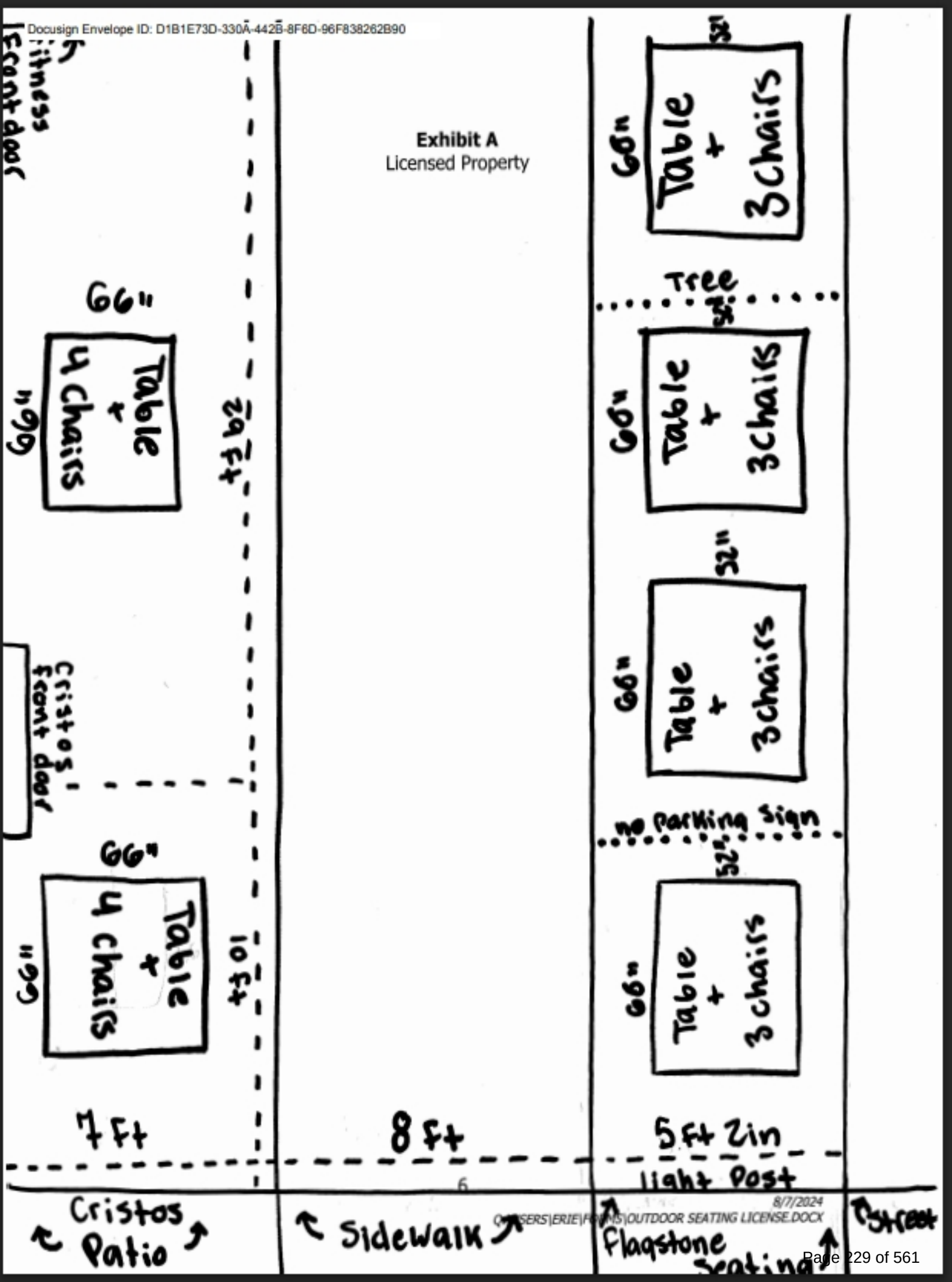
_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: D1B1E73D-330A-442B-8F6D-96F838262B90

Exhibit A
Licensed Property



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
INSZONE INSURANCE SERVICES LLC 34345704 2721 CITRUS RD STE A RANCHO CORDOVA CA 95742	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
Cornerstone Coffee LLC 149 S BRIGGS ST ERIE CO 80516-4064	INSURER A : Property and Casualty Insurance Company of Hartford	34690
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			34 SBA BX1GA4	11/01/2025	11/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			34 SBA BX1GA4	11/01/2025	11/01/2026	Each Claim Limit Annual Aggregate Limit	$100,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Cristos Coffee
11 inches
8 feet

Revocable License Agreement
(Outdoor Seating)

This Revocable License 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 Cornerstone Coffee dba Cristos Coffee, with an address of149 S. Briggs Street, Erie, CO 80516 ("Licensee") (each a "Party" and collectively the
"Parties").

Whereas, the Town owns certain real property or right-of-way, known as 149 S. Briggs Street, Erie, CO 80516 (the "Town Property");

Whereas, Licensee owns or leases the real property adjacent to the Town Property, with an address of 149 S. Briggs Street, Erie, CO 80516; and

Whereas, Licensee wishes to use a portion of the Town Property to place temporary patio improvements for outdoor seating and food and beverage services in the public right-of-way, as described in **Exhibit A** (the "Licensed Property").

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

I. Grant of License

The Town hereby grants to Licensee a revocable license (the "License") to use and occupy the Licensed Property, as more particularly described and depicted in **Exhibit A,** to a place temporary patio for outdoor seating and food and beverage services. Licensee's right to use and occupy the Licensed Property is not exclusive, and the Town reserves the right to grant a similar use to itself or any other person or entity at any time. The Parties understand and agree that this Agreement and the grant of the License is a limited grant of authority subject in all respects to applicable federal, state and local laws and regulations. Licensee acknowledges that the Town may permit others to use the Licensed Property at any time.

II. Term

The License herein granted shall be effective on July 15, 2026 and shall terminate on July 15, 2027; provided that either Party may terminate this Agreement and grant of License upon written notice to the other Party provided at least 7 days in advance of the

of termination. In addition, the Town may terminate this Agreement and grant of License immediately in the event of an emergency or unsafe condition. Upon termination, Licensee shall return the Licensed Property to its original condition at Licensee's own expense.

III. Fee

Licensee shall pay to the Town a nonrefundable license fee of $50.00, payable upon execution of this Agreement.

IV. Use

A. Licensee shall have the right to place within the Licensed Property personal property consisting of tables, chairs, and related items. Installation of any permanent structure or improvement in the Licensed Property is not permitted. Licensee shall be responsible at its sole expense for the placement, operation, maintenance, repair, and removal of any items placed in the Licenses Property. Licensee shall be solely responsible for the security of any of Licensee's personal property or other items placed within the Licensed Property. The installation or placement of any items in the Licensed Property shall be completed in accordance with plans and specifications approved in advance by the Town**,** and any changes shall require additional advance approval by the Town.

B. Licensee shall strictly comply with all of the following conditions:

1. Licensee shall maintain a minimum of 4 feet of open sidewalk free of obstructions between the Licensed Property and the property line or building.

2. Licensee shall maintain pedestrian circulation to the building and building entrances.

3. Licensee shall maintain a minimum of 8 feet of vertical clearance free of obstructions on the Licensed Property.

4. Licensee shall maintain the Licensed Property in a clean, litter-free and well-kept manner and shall take such actions as are necessary to maintain the Licensed Property in a good and safe condition at all times.

5. Licensee shall not permit smoking on the Licensed Property.

6. Licensee shall at all times comply with all applicable law.

C. Licensee hereby acknowledges that its use and occupancy of the Licensed Property in its present, as is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that the Town shall have no obligation to repair, replace, or improve any portion of the Licensed Property in order to make such Licensed Property suitable for Licensee's intended uses.

D. Licensee shall be responsible for all damage to the Licensed Property arising out of or resulting from the use of the Licensed Property by Licensee, its agents, employees, visitors, patrons, and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Licensed Property. Licensee shall correct and repair the damage within 7 days of notification or knowledge unless otherwise directed by the Town.

V. Insurance

A. Licensee 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 Licensee pursuant to this Agreement. At a minimum, Licensee 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.

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. If alcohol is served by Licensee, Liquor Liability coverage with limits of not less than $1,000,000 each occurrence and $2,000,000 aggregate. The coverage must extend to off-premises locations, including the Licensed Property.

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 Licensee. Licensee shall be solely responsible for any deductible losses under any policy.

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

VI. Indemnification

Licensee agrees to indemnify, hold harmless, and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including without limitation reasonable attorney fees arising from or in any way connected with Licensee's use of the Licensed Property or any act, omission, condition, or other matter related to or occurring on or about the Licensed Property under this Agreement. Licensee agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

VII. 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 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. 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, 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 and its officers, attorneys or employees.

J. Accessibility. Licensee 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 Licensee's noncompliance with such accessibility standards.

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 duly executed this Agreement as of the Effective Date.

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Licensee

_____

Name:
Title:

Exhibit A

Licensed Property

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-49

Subject:
A Resolution of the Town Council of the Town of Erie Approving Revocable License Agreements with Wapos Cantina for Downtown Patio Parklets

Department: Economic Development,

Presenter(s): Julian Jacquin, Director of Economic Development & TOEURA
Stephanie Pitts-Nagus, Economic Development Manager

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:	$0
Balance Available:	$66,379.95
Fund:	New Revenue
Line Item Number:	100-00-000-481000-000000
New Appropriation Required:	No

Policy Issues:
Revocable license agreements must be approved by Council per the Town's Charter.

Staff Recommendation:
Approve the resolution as written.

Summary/Key Points:

- Patio parklets provide a much-needed additional source of revenue for the Downtown Erie restaurants and are a great asset for the community.
- 24 Carrot, Old Mine/Sweets, and Wapos Cantina all requested parklets in 2026.

Background of Subject Matter:
In 2023, the Town purchased 10 permanent patio parklets to support local businesses

and enhance the Historic Old Town experience. The seasonal patio parklet program runs from May to October and allows participating restaurants to lease Town-owned parklets that are installed within on-street parking spaces. The parklets provide additional outdoor seating capacity while creating a more vibrant and pedestrian-friendly downtown environment.

For the 2026 outdoor dining season, 24 Carrot Bistro, The Old Mine/Sweets Ice Cream, and Wapos Cantina have leased a combined seven parklets. Consistent with the Town Charter, use of Town property requires approval of a Revocable License Agreement by the Town Council.

Attachments:

1. Resolution 2026-131
2. Wapos Revocable License Agreement

Town of Erie
Resolution No. 2026-131

A Resolution of the Town Council of the Town of Erie Approving a Revocable License Agreement with Antunes LLC to Allow the Installation of Outdoor Seating in the Right-of-Way Adjacent to Wapos Cantina

Whereas, Article 15 of the Town of Erie Home Rule Charter provides that Town Council may grant a revocable license at any time for the temporary use, control, or operation of any Town-controlled property, provided that such licenses be revocable at the will of the Council; and

Whereas, the proposed Revocable License Agreement establishes terms and conditions governing the temporary use of Town-owned right-of-way.

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

Section 1. The Revocable License Agreement ("Agreement") between the Town of Erie and Antunes LLC 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 Agreement.

Adopted this 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: 0F64C7F5-AE07-8DE9-8122-72B7ECAA37A2

Revocable License Agreement
(Briggs Street Outdoor Patio)

This Revocable License Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__ (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 Antunes LLC, with an address of 524 Briggs St, Erie, CO 80516 ("Licensee") (each a "Party" and collectively the "Parties").

Whereas, the Town owns certain public right-of-way known as Briggs Street; and

Whereas, Licensee wishes to use a portion of Briggs Street as described in **Exhibit A** (the "Licensed Property") for food and beverage service on a temporary patio to be installed 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:

I. Grant of License

The Town hereby grants to Licensee a revocable license (the "License") to occupy the Licensed Property in accordance with this Agreement and to use the temporary patio depicted in **Exhibit A** for food and beverage services. The Parties understand and agree that this Agreement is a limited grant of authority subject in all respects to applicable federal, state, and local laws and regulations.

II. Term

The license herein granted shall commence on July 14, 2026, and shall terminate on October 19, 2026 (the "Term"); provided that either Party may terminate this Agreement and grant of License upon written notice to the other Party provided at least 7 days in advance of the of termination. In addition, the Town may terminate this Agreement immediately in the event of an emergency or unsafe condition.

III. Fee

Licensee shall pay to the Town for the License a nonrefundable fee of $1,000 per outdoor dining patio, which fee shall be paid by Licensee within 15 days of the Effective Date.

IV. Use

A. The Licensed Property may be occupied and used by Licensee during the Term for the sole purpose of food and beverage service, which may include the placement of tables, chairs, umbrellas, and other personal property reasonably necessary for such service. Licensee shall be solely responsible for the security of any Licensee's personal

Docusign Envelope ID: 0F64C7F5-AE07-8DE9-8122-72B7ECAA37A2

property placed or stored within the Licensed Property. Except as specifically allowed by this Agreement, Licensee shall not add any other structures or items to the Licensed Property.

B. Licensee shall strictly comply with all of the following conditions:

1. Any alcohol service on the Licensed Property shall comply with all applicable liquor laws and regulations, and Licensee expressly acknowledges that Licensee must obtain approval for a temporary modification of premises from the Erie Local Licensing Authority prior to serving alcohol on the Licensed Property.

2. Licensee shall maintain a minimum of 4 feet of open sidewalk free of obstructions between the Licensed Property and the front of the building.

3. Licensee shall maintain pedestrian circulation to the building and building entrances.

4. Amplified sound is prohibited on the Licensed Property.

5. Licensee shall maintain the Licensed Property in a clean, litter-free and well-kept manner and shall take such actions as are necessary to maintain the Licensed Property in a good and safe condition at all times.

6. Smoking is prohibited on the Licensed Property.

7. Licensee shall at all times comply with all applicable law.

C. Licensee hereby acknowledges that its use and occupancy of the Licensed Property in its present, as is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied.

D. Licensee shall be responsible for all damage to the Licensed Property and patio, or both, arising out of or resulting from the use of the Licensed Property and patio by Licensee, its agents, employees, visitors, patrons, and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Licensed Property or patio. Licensee shall correct and repair the damage within 7 days of notification or knowledge unless otherwise directed by the Town.

E. Upon termination of this Agreement, Licensee at its sole expense shall remove from the Licensed Property all improvements, personal property, and other items other than the patio itself, which shall be removed by the Town, and Licensee shall surrender the Licensed Property to the Town in the same condition as when Licensee took possession, except for ordinary wear and tear. If any improvements, personal property, or items remain on the Licensed Property following termination of this Agreement, the Town may remove them at Licensee's sole expense, and Licensee shall reimburse the Town for all costs incurred.

Docusign Envelope ID: 0F64C7F5-AE07-8DE9-8122-72B7ECAA37A2

V. Insurance

A. Licensee 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 Licensee pursuant to this Agreement. At a minimum, Licensee 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.

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.

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 Licensee. Licensee shall be solely responsible for any deductible losses under any policy.

C. Licensee 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.

VI. Indemnification

Licensee agrees to indemnify, hold harmless, and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments arising from or in any way connected with Licensee's use of the Licensed Property or any act, omission, condition, or other matter related to or occurring on or about the Licensed Property under this Agreement. Licensee agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

Docusign Envelope ID: 0F64C7F5-AE07-8DE9-8122-72B7ECAA37A2

VII. 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 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. *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, 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 and its officers, attorneys or employees.

J. *Accessibility*. Licensee 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 Licensee's noncompliance with such accessibility standards.

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*.

Docusign Envelope ID: 0F64C7F5-AE07-8DE9-8122-72B7ECAA37A2

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

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Licensee

Signed by:
Atilano Gonzalez
7B2E08E12D774A4...

Name:
Title:

Docusign Envelope ID: 0F64C7F5-AE07-8DE9-8122-72B7ECAA37A2

Exhibit A
Licensed Property

The Licensed Property is an area directly in front of the building located at ____ Briggs St., Erie, CO 80516 of sufficient size to allow for the installation of an 8' x 20' outdoor seating platform patio with rails on 3 sides.

The Town will install the patio, and the patio will resemble the following, provided that the actual design of the patio is within the Town's sole discretion. Licensee may not move or remove the patio without the consent of the Town.



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-65

Subject:
A Resolution of the Town Council of the Town of Erie Approving Revocable License Agreements with 24 Carrot Bistro for Downtown Patio Parklets

Department: Economic Development,

Presenter(s): Julian Jacquin, Director of Economic Development & TOEURA
Stephanie Pitts-Nagus, Economic Development Manager

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:	$0
Balance Available:	$66,379.95
Fund:	New Revenue
Line Item Number:	100-00-000-481000-000000
New Appropriation Required:	No

Policy Issues:
Revocable license agreements must be approved by Council per the Town's Charter.

Staff Recommendation:
Approve the resolution as written.

Summary/Key Points:

- Patio parklets provide a much-needed additional source of revenue for the Downtown Erie restaurants and are a great asset for the community.
- 24 Carrot, Old Mine/Sweets, and Wapos Cantina all requested parklets in 2026.

Background of Subject Matter:
In 2023, the Town purchased 10 permanent patio parklets to support local businesses

and enhance the Historic Old Town experience. The seasonal patio parklet program runs from May to October and allows participating restaurants to lease Town-owned parklets that are installed within on-street parking spaces. The parklets provide additional outdoor seating capacity while creating a more vibrant and pedestrian-friendly downtown environment.

For the 2026 outdoor dining season, 24 Carrot Bistro, The Old Mine/Sweets Ice Cream, and Wapos Cantina have leased a combined seven parklets. Consistent with the Town Charter, use of Town property requires approval of a Revocable License Agreement by the Town Council.

Attachments:

1. 24 Carrot Bistro Revocable License Agreement
2. Resolution 2026-132

Docusign Envelope ID: 5DBE75F1-6508-804D-812C-E0920A35C8E8

Revocable License Agreement
(Briggs Street Outdoor Patio)

This Revocable License Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__ (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 Service 24 Carrot LLC, with an address of 578 Briggs St, Erie, CO 80516 ("Licensee") (each a "Party" and collectively the "Parties").

Whereas, the Town owns certain public right-of-way known as Briggs Street; and

Whereas, Licensee wishes to use a portion of Briggs Street as described in **Exhibit A** (the "Licensed Property") for food and beverage service on a temporary patio to be installed 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:

I. Grant of License

The Town hereby grants to Licensee a revocable license (the "License") to occupy the Licensed Property in accordance with this Agreement and to use the temporary patio depicted in **Exhibit A** for food and beverage services. The Parties understand and agree that this Agreement is a limited grant of authority subject in all respects to applicable federal, state, and local laws and regulations.

II. Term

The license herein granted shall commence on July 14, 2026, and shall terminate on October 19, 2026 (the "Term"); provided that either Party may terminate this Agreement and grant of License upon written notice to the other Party provided at least 7 days in advance of the of termination. In addition, the Town may terminate this Agreement immediately in the event of an emergency or unsafe condition.

III. Fee

Licensee shall pay to the Town for the License a nonrefundable fee of $1,000 per outdoor dining patio, which fee shall be paid by Licensee within 15 days of the Effective Date.

IV. Use

A. The Licensed Property may be occupied and used by Licensee during the Term for the sole purpose of food and beverage service, which may include the placement of tables, chairs, umbrellas, and other personal property reasonably necessary for such service. Licensee shall be solely responsible for the security of any Licensee's personal

Docusign Envelope ID: 5DBE75F1-6508-804D-812C-E0920A35C8E8

property placed or stored within the Licensed Property. Except as specifically allowed by this Agreement, Licensee shall not add any other structures or items to the Licensed Property.

B. Licensee shall strictly comply with all of the following conditions:

1. Any alcohol service on the Licensed Property shall comply with all applicable liquor laws and regulations, and Licensee expressly acknowledges that Licensee must obtain approval for a temporary modification of premises from the Erie Local Licensing Authority prior to serving alcohol on the Licensed Property.

2. Licensee shall maintain a minimum of 4 feet of open sidewalk free of obstructions between the Licensed Property and the front of the building.

3. Licensee shall maintain pedestrian circulation to the building and building entrances.

4. Amplified sound is prohibited on the Licensed Property.

5. Licensee shall maintain the Licensed Property in a clean, litter-free and well-kept manner and shall take such actions as are necessary to maintain the Licensed Property in a good and safe condition at all times.

6. Smoking is prohibited on the Licensed Property.

7. Licensee shall at all times comply with all applicable law.

C. Licensee hereby acknowledges that its use and occupancy of the Licensed Property in its present, as is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied.

D. Licensee shall be responsible for all damage to the Licensed Property and patio, or both, arising out of or resulting from the use of the Licensed Property and patio by Licensee, its agents, employees, visitors, patrons, and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Licensed Property or patio. Licensee shall correct and repair the damage within 7 days of notification or knowledge unless otherwise directed by the Town.

E. Upon termination of this Agreement, Licensee at its sole expense shall remove from the Licensed Property all improvements, personal property, and other items other than the patio itself, which shall be removed by the Town, and Licensee shall surrender the Licensed Property to the Town in the same condition as when Licensee took possession, except for ordinary wear and tear. If any improvements, personal property, or items remain on the Licensed Property following termination of this Agreement, the Town may remove them at Licensee's sole expense, and Licensee shall reimburse the Town for all costs incurred.

Docusign Envelope ID: 5DBE75F1-6508-804D-812C-E0920A35C8E8

V. Insurance

A. Licensee 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 Licensee pursuant to this Agreement. At a minimum, Licensee 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.

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.

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 Licensee. Licensee shall be solely responsible for any deductible losses under any policy.

C. Licensee 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.

VI. Indemnification

Licensee agrees to indemnify, hold harmless, and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments arising from or in any way connected with Licensee's use of the Licensed Property or any act, omission, condition, or other matter related to or occurring on or about the Licensed Property under this Agreement. Licensee agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

Docusign Envelope ID: 5DBE75F1-6508-804D-812C-E0920A35C8E8

VII. 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 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. *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, 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 and its officers, attorneys or employees.

J. *Accessibility*. Licensee 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 Licensee's noncompliance with such accessibility standards.

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*.

Docusign Envelope ID: 5DBE75F1-6508-804D-812C-E0920A35C8E8

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

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Licensee

Signed by:
Sarah Morgan
55B7F1AE2BD244C...

_____
Name:
Title:

Docusign Envelope ID: 5DBE75F1-6508-804D-812C-E0920A35C8E8

Exhibit A
Licensed Property

The Licensed Property is an area directly in front of the building located at ____ Briggs St., Erie, CO 80516 of sufficient size to allow for the installation of an 8' x 20' outdoor seating platform patio with rails on 3 sides.

The Town will install the patio, and the patio will resemble the following, provided that the actual design of the patio is within the Town's sole discretion. Licensee may not move or remove the patio without the consent of the Town.



Town of Erie
Resolution No. 2026-132

A Resolution of the Town Council of the Town of Erie Approving a Revocable License Agreement with 24 Carrot LLC to Allow the Installation of Outdoor Seating in the Right-of-Way Adjacent to 24 Carrot Bistro

Whereas, Article 15 of the Town of Erie Home Rule Charter provides that Town Council may grant a revocable license at any time for the temporary use, control, or operation of any Town-controlled property, provided that such licenses be revocable at the will of the Council; and

Whereas, the proposed Revocable License Agreement establishes terms and conditions governing the temporary use of Town-owned right-of-way.

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

Section 1. The Revocable License Agreement ("Agreement") between the Town of Erie and 24 Carrot LLC 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 Agreement.

Adopted this 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-66

Subject:
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

Department: Economic Development,

Presenter(s): Julian Jacquin, Director of Economic Development & TOEURA
Stephanie Pitts-Nagus, Economic Development Manager

Time Estimate: 0

Fiscal Summary:

Cost as Recommended:	$0
Balance Available:	$66,379.95
Fund:	New Revenue
Line Item Number:	100-00-000-481000-000000
New Appropriation Required:	No

Policy Issues:
Revocable license agreements must be approved by Council per the Town's Charter.

Staff Recommendation:
Approve the resolution as written.

Summary/Key Points:

- Patio parklets provide a much-needed additional source of revenue for the Downtown Erie restaurants and are a great asset for the community.
- 24 Carrot, Old Mine/Sweets, and Wapos Cantina all requested parklets in 2026.

Background of Subject Matter:
In 2023, the Town purchased 10 permanent patio parklets to support local businesses

and enhance the Historic Old Town experience. The seasonal patio parklet program runs from May to October and allows participating restaurants to lease Town-owned parklets that are installed within on-street parking spaces. The parklets provide additional outdoor seating capacity while creating a more vibrant and pedestrian-friendly downtown environment.

For the 2026 outdoor dining season, 24 Carrot Bistro, The Old Mine/Sweets Ice Cream, and Wapos Cantina have leased a combined seven parklets. Consistent with the Town Charter, use of Town property requires approval of a Revocable License Agreement by the Town Council.

Attachments:

1. Resolution 2026-133
2. The Old Mine Revocable License Agreement

Town of Erie
Resolution No. 2026-133

A Resolution of the Town Council of the Town of Erie Approving a Revocable License Agreement with The Old Mine Cider Co. to Allow the Installation of Outdoor Seating in the Right-of-Way Adjacent to The Old Mine

Whereas, Article 15 of the Town of Erie Home Rule Charter provides that Town Council may grant a revocable license at any time for the temporary use, control, or operation of any Town-controlled property, provided that such licenses be revocable at the will of the Council; and

Whereas, the proposed Revocable License Agreement establishes terms and conditions governing the temporary use of Town-owned right-of-way.

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

Section 1. The Revocable License Agreement ("Agreement") between the Town of Erie and The Old Mine Cider Co. 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 Agreement.

Adopted this 14th day of July, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Docusign Envelope ID: B59B9B4D-75A1-8E7B-833C-CCDE83583BF4

Revocable License Agreement
(Briggs Street Outdoor Patio)

This Revocable License Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__ (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 The Old Mine Cider Co, with an address of 500 Briggs St, Erie, CO 80516 ("Licensee") (each a "Party" and collectively the "Parties").

Whereas, the Town owns certain public right-of-way known as Briggs Street; and

Whereas, Licensee wishes to use a portion of Briggs Street as described in **Exhibit A** (the "Licensed Property") for food and beverage service on a temporary patio to be installed 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:

I. Grant of License

The Town hereby grants to Licensee a revocable license (the "License") to occupy the Licensed Property in accordance with this Agreement and to use the temporary patio depicted in **Exhibit A** for food and beverage services. The Parties understand and agree that this Agreement is a limited grant of authority subject in all respects to applicable federal, state, and local laws and regulations.

II. Term

The license herein granted shall commence on July 14, 2026, and shall terminate on October 19, 2026 (the "Term"); provided that either Party may terminate this Agreement and grant of License upon written notice to the other Party provided at least 7 days in advance of the of termination. In addition, the Town may terminate this Agreement immediately in the event of an emergency or unsafe condition.

III. Fee

Licensee shall pay to the Town for the License a nonrefundable fee of $1,000 per outdoor dining patio, which fee shall be paid by Licensee within 15 days of the Effective Date.

IV. Use

A. The Licensed Property may be occupied and used by Licensee during the Term for the sole purpose of food and beverage service, which may include the placement of tables, chairs, umbrellas, and other personal property reasonably necessary for such service. Licensee shall be solely responsible for the security of any Licensee's personal

Docusign Envelope ID: B59B9B4D-75A1-8E7B-833C-CCDE83583BF4

property placed or stored within the Licensed Property. Except as specifically allowed by this Agreement, Licensee shall not add any other structures or items to the Licensed Property.

B. Licensee shall strictly comply with all of the following conditions:

1. Any alcohol service on the Licensed Property shall comply with all applicable liquor laws and regulations, and Licensee expressly acknowledges that Licensee must obtain approval for a temporary modification of premises from the Erie Local Licensing Authority prior to serving alcohol on the Licensed Property.

2. Licensee shall maintain a minimum of 4 feet of open sidewalk free of obstructions between the Licensed Property and the front of the building.

3. Licensee shall maintain pedestrian circulation to the building and building entrances.

4. Amplified sound is prohibited on the Licensed Property.

5. Licensee shall maintain the Licensed Property in a clean, litter-free and well-kept manner and shall take such actions as are necessary to maintain the Licensed Property in a good and safe condition at all times.

6. Smoking is prohibited on the Licensed Property.

7. Licensee shall at all times comply with all applicable law.

C. Licensee hereby acknowledges that its use and occupancy of the Licensed Property in its present, as is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied.

D. Licensee shall be responsible for all damage to the Licensed Property and patio, or both, arising out of or resulting from the use of the Licensed Property and patio by Licensee, its agents, employees, visitors, patrons, and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Licensed Property or patio. Licensee shall correct and repair the damage within 7 days of notification or knowledge unless otherwise directed by the Town.

E. Upon termination of this Agreement, Licensee at its sole expense shall remove from the Licensed Property all improvements, personal property, and other items other than the patio itself, which shall be removed by the Town, and Licensee shall surrender the Licensed Property to the Town in the same condition as when Licensee took possession, except for ordinary wear and tear. If any improvements, personal property, or items remain on the Licensed Property following termination of this Agreement, the Town may remove them at Licensee's sole expense, and Licensee shall reimburse the Town for all costs incurred.

Docusign Envelope ID: B59B9B4D-75A1-8E7B-833C-CCDE83583BF4

V. Insurance

A. Licensee 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 Licensee pursuant to this Agreement. At a minimum, Licensee 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.

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.

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 Licensee. Licensee shall be solely responsible for any deductible losses under any policy.

C. Licensee 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.

VI. Indemnification

Licensee agrees to indemnify, hold harmless, and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments arising from or in any way connected with Licensee's use of the Licensed Property or any act, omission, condition, or other matter related to or occurring on or about the Licensed Property under this Agreement. Licensee agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

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VII. 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.

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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.

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J. *Accessibility*. Licensee 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 Licensee's noncompliance with such accessibility standards.

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*.

Docusign Envelope ID: B59B9B4D-75A1-8E7B-833C-CCDE83583BF4

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

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Licensee

Signed by:
Max Enright
3CF5A4686E7D475...

Name:
Title:

Docusign Envelope ID: B59B9B4D-75A1-8E7B-833C-CCDE83583BF4

Exhibit A
Licensed Property

The Licensed Property is an area directly in front of the building located at ____ Briggs St., Erie, CO 80516 of sufficient size to allow for the installation of an 8' x 20' outdoor seating platform patio with rails on 3 sides.

The Town will install the patio, and the patio will resemble the following, provided that the actual design of the patio is within the Town's sole discretion. Licensee may not move or remove the patio without the consent of the Town.



Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-59

Subject:
Presentation of Star Award

Department: Police,
Human Resources

Presenter(s): Lee Mathis, Chief of Police
Alicia Melendez, Director of Human Resources

Time Estimate: 5 min

Fiscal Summary:
Cost as Recommended:
Balance Available:
Fund:
Line Item Number:
New Appropriation Required:

Policy Issues:
N/A

Staff Recommendation:
Presentation Only

Summary/Key Points:
Presentation of Star Award to:

- Sergeant Brendan Beggan
- Sergeant Cody Powers
- Officer Michael Cutrer
- Officer Kevin Weed
- Officer Adam DeVito
- Officer Robert Gentles

- Officer Ian Bastres

Background of Subject Matter:
In the span of a little less than 48 hours, the officers nominated for this award performed honorably, compassionately, and competently on three very tragic crash scenes. The first involved a young teen who was seriously injured in an e-Bike crash at Erie Parkway and Briggs Street. The second crash involved a vehicle which had struck a guardrail on the bridge north of Briggs Street on Erie Parkway. This vehicle caught fire with both the driver and passenger inside and tragically resulted in the driver being fatally injured and the passenger critically injured. The third incomprehensible tragedy occurred just 16 hours later when a young child was killed on the roadway and the vehicle involved left the scene.

Due to the unfortunate timing of the incidents, many of the same officers responded to two or all three of these traumatic scenes. Notable actions included Officer Weed stabilizing the juvenile at the first accident to prevent further injury. Officer DeVito was one of the first responding officers for all three of the accidents and pulled the driver of the burning car from the wreckage in a desperate attempt to save his life. Officer Cutrer responded to the first two scenes and assisted with securing the area and helping remove the critically injured passenger in the second crash. Sergeant Powers was the supervisor on duty for two of the crashes. Officers for the crash investigation teams for these tragedies included Sergeant Beggan, Officer Gentles, and Officer Bastres, and they responded to all three tragedies to document and investigate the incidents.

Overall, this two-day time span was traumatic, terrifying, and tragic for the entire Town. These officers responded quickly, served honorably, and did their absolute best to bring order to the chaos while trying to save lives and comfort the grieving. They are all true public servants deserving of special thanks and recognition from the Town of Erie.

Attachments:
None

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-40

Subject:
Draft ballot language for the ECC Expansion and Renovation Project and Lodging Tax

Department: Communications & Community Engagement,
Parks & Recreation
Planning - Land Use
Finance

Presenter(s): Gabi Rae, Director of Communications & Community Engagement
Luke Bolinger, Director of Parks & Recreation
Sarah Nurmela, Director of Planning & Development
Sara Hancock, Director of Finance

Time Estimate: 45 minutes

Fiscal Summary:
Cost as Recommended:
Balance Available:
Fund:
Line Item Number:
New Appropriation Required:

Policy Issues:
Council will determine direction on a ballot measure requesting voter consideration of a new sales and use tax to debt finance the Erie Community Center Expansion and Renovation Project and on a Lodging Tax on short-term accommodations. Council direction is also needed regarding the ECC debt term and post-debt tax structure, as well as the proposed Lodging Tax rate, taxable stay duration, and authorized uses of Lodging Tax revenue.

Staff Recommendation:
Review ballot language for both the sales and use tax to debt finance the ECC Expansion and Renovation Project and Lodging Tax and give staff direction on what to

bring back in ordinances to finalize ballot language at the August 11 meeting to place the two items on the November 2026 ballot.

Summary/Key Points:

- Town Council requested two measures be considered for the 2026 ballot.
- The Erie Community Center (ECC) tax would allow the Town to increase debt to pay for the ECC Expansion and Renovation Project with an option for a portion to go towards operations and maintenance.
- The Lodging Tax would allow the Town to collect tax revenues on short term stays of 30 days or less in town, including from hotels, short-term rentals, bed and breakfasts, and other temporary accommodations.

Background of Subject Matter:

ECC Tax

Council directed staff to provide potential ballot measure options to debt finance the Erie Community Center (ECC) Expansion and Renovation Project. Council direction is needed regarding the debt term and whether the proposed sales and use tax should expire, continue, or be reduced after the debt is repaid.

The Town is continuing to advance the design portion to allow construction to begin promptly if voters approve the ballot measure. Construction documents are progressing, and the Town is currently conducting a competitive process to select a qualified contractor. If the ballot measure passes, staff anticipates issuing the debt in the first quarter of 2027. Construction could begin once the debt is issued and project funds become available.

The Town evaluated both sales tax and property tax options through the 2026 Erie Community Center Expansion Survey. The survey received 846 responses and had a margin of error of approximately +/- three percentage points.

Survey results showed:

- Approximately 76% of respondents supported renovating and expanding the ECC.
- 69% indicated they were very or somewhat likely to support a 0.50% **sales tax** increase, compared with 46% for a 1.653-mill **property tax** increase.
- When asked to select a preferred funding approach, **52% chose a sales tax**, 16% chose a property tax, 20% preferred not to expand at this time, and 12% were unsure; and
    - Among those preferring a sales tax, 37% cited already-high property taxes, and 24% cited the ability to distribute costs among residents, visitors, and other consumers.
- Based on these results, staff is recommending a 0.50% sales tax increase as the option with the strongest level of community support. A sales tax also distributes

a portion of the project cost to nonresidents who shop, dine, and otherwise spend money in Erie.

Preliminary Financing Options
For a 0.50% sales tax increase, the preliminary analysis provided by Hilltop Securities, Inc. assumes a $32 million project funding requirement, plus approximately $302,675 in issuance costs and a $162,325 underwriter's discount. The estimated debt issuance is therefore $32.465 million.

The analysis assumes a 5.00% interest rate and sales tax revenue equal to 1.25 times annual debt service:

Financing Option	20-Year Term	30-Year Term
Estimated debt issuance	$32.465 million	$32.465 million
Maximum annual debt service	$2.576 million	$2.090 million
Total estimated repayment	$51.478 million	$62.607 million
Required sales tax at 1.25x coverage	0.501%	0.406%
Estimated annual tax revenue	$3.220 million	$2.612 million
Estimated annual revenue remaining after debt service	$644,000	$522,438

The 20-year option requires a higher tax rate but repays the debt sooner and results in approximately $11.1 million less in total repayment. The 30-year option lowers the required tax rate but extends the debt for an additional 10 years. The estimated revenue remaining after annual debt service reflects the 1.25-times coverage requirement. This revenue would be available for authorized operations, maintenance, construction, and capital expenses related to the ECC and the Town's parks and recreation system.

Tax Duration Options
Council may consider three approaches for the tax after the debt is repaid. These options were prepared by Butler Snow LLP:

- **No Sunset:** The full tax would remain in effect after the debt is retired. Revenue previously used for debt service would then support ongoing operations, maintenance, repairs, equipment replacement, and other authorized parks and recreation expenses.
- **Full Sunset:** The tax would expire when the debt is fully repaid. The Town would need to fund the expanded facility's ongoing operating and maintenance costs through existing revenues or another future funding source.
- **Reduced Tax:** The tax would be reduced after the debt is repaid. The debt-service portion would expire, while a smaller dedicated tax would remain for

ongoing operations, maintenance, repairs, and replacement of the expanded facility.

The reduced-tax option provides a defined tax reduction after the debt is retired while maintaining a dedicated source of funding for long-term facility and system operations and maintenance.

To protect the community's investment and provide long-term funding for future operations, maintenance, and capital projects, **staff recommends the "No Sunset" option for Council consideration.**

Following Council direction, staff will work with Finance, the Town's bond counsel, election counsel, and the underwriter to finalize the financing assumptions and ballot language and present an ordinance to Council at its August 11 meeting to officially set the ballot question.

Lodging Tax

The Town of Erie does not currently impose a local Lodging Tax on overnight accommodation as most of our neighboring municipalities do. As Erie continues to grow, Town Council directed staff to explore whether a Lodging Tax should be considered as a future revenue source that would primarily be paid by visitors staying in local hotels and short-term rentals.

Several factors prompted this discussion. First, the Sundance Film Festival is relocating to Boulder beginning in 2027, bringing increased visitation and tourism activity to the region. Erie could experience increased demand for overnight accommodations and related visitor services as other nearby communities have already reported.

Additionally, Erie is anticipated to welcome its first hotel as part of the future Town Center development. The addition of hotel accommodation, combined with the existing inventory of unlicensed short-term rentals, presents an opportunity to establish a Lodging Tax before visitor activity increases.

Lodging Taxes are commonly used throughout Colorado to allow visitors to contribute toward the local services and infrastructure they utilize while visiting a community.

Community Engagement

To better understand community sentiment, the Town conducted a public survey seeking feedback from Erie voters regarding a potential Lodging Tax.

The survey was conducted from May 16 through June 16 and received **691 responses**.

Survey Results

- Without any context, approximately 66% of respondents supported adding a

Lodging Tax in Erie with another 12% undecided.

- 85% of survey respondents believe that visitors to Erie should help pay for the impacts they have on local services.
- After reading more details about what a Lodging Tax could entail, 65% support the tax option, 18% were opposed, and 17% still unsure.
- Of the respondents, 35% support a Lodging Tax less than 4% with the next largest response at nearly 25% saying they weren't sure how much was appropriate.
- Finally, in an open-ended question, respondents were asked what they would like revenues from the tax to pay for in the Town. The top answers were parks, trails, and recreation facilities and maintenance, road and infrastructure maintenance, and supporting increased public safety capacity.

Staff has considered this feedback in developing the ballot language recommendation presented to Town Council.

Staff Recommendation

Based on the Town's current inventory of known short-term rental properties (approximately 50 properties we have identified), staff recommends a **3.5% Lodging Tax** which would generate approximately **$90,000 annually** under existing market conditions.

This estimate reflects current short-term rental activity which 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.

Staff also recommend that high-level representations of the preferred revenue uses be reflected in the ballot language as well. Survey respondents were very clear that transparency around where Lodging Tax revenue is spent is very important to them (89%). It is best practice to write the language to be fairly flexible to account for a variety of uses which could include funding expanded shuttle services like the Erie Bee, funding increased cultural or public art programs through the Parks & Recreation Department, or funding increased patrol capability during special events.

Attachments:

1. Staff Presentation
2. ECC Expansion and Renovation Sales Tax Analysis
3. 2026 ECC Sample Ballot Questions
4. 2026 Erie Community Center Survey Report
5. 2026 Lodging Tax Sample Ballot Question
6. 2026 Lodging Tax Survey Results
7. 2026 Lodging Tax Survey - Open-Ended Question

Draft ballot language for the ECC Expansion & Renovation Project and Lodging Tax

Town Council

July 14, 2026

Gabi Rae, Director of Communications & Community Engagement

Luke Bolinger, CPRE, Director of Parks & Recreation

Sara Hancock, Director of Finance

Agenda

- **ECC Expansion & Renovation Tax**
  - Public Engagement Strategy
  - Data Results
  - Staff Recommendation
  - Draft Ballot Language
- **Lodging Tax**
  - Background
  - Survey Results
  - Staff Recommendation
  - Draft Ballot Language

Public Engagement Strategy

- Current facility expansion supported by Action Plan item PRF-4 in the Connecting You to Fun Playbook
- 2026 Erie Community Center Expansion Survey conducted by Polco
- Survey period was March 3-31, 2026
  - Postcards with were mailed followed by a paper survey approximately one week later and remained open for four weeks
- 4,500 random households selected
- 846 completed surveys, resulting in a 19% response rate and a ±3% margin of error
- Responses were statistically weighted to reflect Erie's population by gender, age, housing type, housing tenure, race, ethnicity, and district

Town of Erie
PO Box 750
Erie, CO 80516

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QR CODE

Tell us what you think!

Scan the QR code and complete the Erie Community Center Expansion Survey.

Dear Erie Resident,

It won't take much of your time to make a big difference! Your household has been randomly selected to participate in Erie's 2026 Community Center Expansion Survey. Your participation in this survey is very important—your answers will help the Town of Erie make the best decisions for our community.

Para contestar la encuesta en español, siga el enlace adjunto y seleccione la opción "**Español**" en el menú desplegable ubicado en la parte superior de la página web.

In order to hear from a diverse group of residents, the adult 18 years or older in your household who most recently had a birthday should complete this survey. You can wait a few days for a paper survey to arrive in the mail, or go online now and complete the **confidential survey** at:

www.polco.us/xxplaceholder

Please do not share your survey link. This survey is for randomly selected households only. The Town will conduct a separate survey that is open to all residents just a few weeks from now.

If you have any questions about the survey, please contact communications@erieco.gov.

Thank you for keeping our Town the best place to live!

Sincerely,

Luke Bolinger
Director of Parks & Recreation

Data Results

- Approximately 76% of respondents supported renovating and expanding the ECC
- 69% indicated they were very or somewhat likely to support a 0.50% sales tax increase, compared with 46% for a 1.653-mill property tax increase;
- When asked to select a preferred funding approach, 52% chose a sales tax, 16% chose a property tax, 20% preferred not to expand at this time, and 12% were unsure; and
- Among those preferring a sales tax, 37% cited already-high property taxes, and 24% cited the ability to distribute costs among residents, visitors, and other consumers.

Staff Recommendations

- Recommend pursuing a 0.50% sales and use tax increase ballot language to fund the Erie Community Center Expansion and Renovation and ongoing operations, maintenance, and recreation facility projects
    - 0.50% increase (20-year term)
    - Generates estimated $2.576M for debt payment
    - Estimated$644,000 for operations and maintenance
    - Total estimated repayment of $51.5M
- Staff recommends pursuing the “No Sunset” language (Option 1)
    - Full amount would remain in effect after debt is retired
    - Revenue previously used for debt service would support ongoing operations, maintenance, and recreation facility projects

Draft Ballot Language – ECC Option 1

Option 1 (No sunset):

SHALL THE TOWN OF ERIE'S DEBT BE INCREASED BY UP TO $[___] MILLION, WITH A MAXIMUM REPAYMENT COST NOT TO EXCEED $[____] 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 $[___] 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, 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?

Background

- The Town of Erie does not currently impose a local Lodging Tax on overnight accommodation (stays of less than 30 days) as most of our neighboring municipalities do.
- Sundance Film Festival is expected to be relocated to Boulder beginning in 2027, bringing increased visitation and tourism activity to the region.
- Erie is anticipated to welcome its first hotel as part of the future Town Center development.
- Lodging Taxes are commonly used throughout Colorado to allow visitors to contribute toward the local services and infrastructure they utilize while visiting a community.

Data Results

- Without any context, approximately 66% of respondents supported adding a Lodging Tax in Erie with another 12% undecided.
- 85% of survey respondents believe that visitors to Erie should help pay for the impacts they have on local services.
- After reading more details about what a Lodging Tax could entail, 65% support the tax option, 18% were opposed, and 17% still unsure.
- Of the respondents, 35% support a Lodging Tax less than 4% with the next largest response at nearly 25% saying they weren't sure how much was appropriate.
- Finally, in an open-ended question, respondents were asked what they would like revenues from the tax to pay for in the Town. The top answers were parks, trails, and recreation facilities and maintenance, road and infrastructure maintenance, and supporting increased public safety capacity.

Staff Recommendations

- Recommend pursuing a 3.5% Lodging Tax on overnight stays of less than 30 days.
    - Tax has no sunset date.
    - Generates approximately $44,000 annually based on the current estimated short-term rental inventory.
- Staff recommends earmarking funds for the areas mentioned most often in the survey:
    - Parks, trails, and recreation (facilities & maintenance)
    - Roads and other capital infrastructure
    - Public safety support

Draft Ballot Language – Lodging Tax

Draft Ballot Language

SHALL THE TOWN OF ERIE'S TAXES BE INCREASED BY UP TO $90,000 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?

Next Steps

- Council give direction for any edits to draft ballot language.
- Council vote on final ballot language for each item on Aug. 11
- Any approved ballot language will be submitted to counties for the 2026 General Election.

Questions & Discussion

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Town of Erie, Colorado

Sales Tax Revenue Bonds, Series 2027

Parks and Recreation Sales Tax Election Analysis

Assumes 5.00% Interest Rate

	Scenario 1: 20-Year Term	Scenario 2: 30-Year Term
	Series 2027	**Series 2027**
Sources		
Par Amount	$32,465,000	$32,465,000
Total Sources of Funds	$32,465,000	$32,465,000
Uses		
Project Fund	$32,000,000	$32,000,000
Costs of Issuance	$302,675	$302,675
Underwriter's Discount	$162,325	$162,325
Total Use of Funds	$32,465,000	$32,000,000
Repayment Statistics		
Dated Date	3/1/2027	3/1/2027
Maximum Annual D/S	2,576,000	2,089,750
Total Repayment	51,478,188	62,607,188
Tax Increase and Estimated Revenue		
Revenue from 1% Sales Tax Increase	6,426,310	6,426,310
Required Sales Tax Increase at 1.25x Coverage	0.501%	0.406%
Estimated Revenue from Sales Tax Increase	3,220,000	2,612,188
Estimated Revenue for O&M after Debt Service	644,000	522,438

Debt Service	Scenario 1	Scenario 2
Year	**Series 2027**	**Series 2027**
2027	2,572,438	2,087,438
2028	2,575,500	2,084,750
2029	2,574,500	2,089,500
2030	2,576,000	2,087,750
2031	2,574,750	2,084,750
2032	2,575,750	2,085,500
2033	2,573,750	2,084,750
2034	2,573,750	2,087,500
2035	2,575,500	2,088,500
2036	2,573,750	2,087,750
2037	2,573,500	2,085,250
2038	2,574,500	2,086,000
2039	2,571,500	2,084,750
2040	2,574,500	2,086,500
2041	2,573,000	2,086,000
2042	2,572,000	2,088,250
2043	2,571,250	2,088,000
2044	2,575,500	2,085,250
2045	2,574,250	2,085,000
2046	2,572,500	2,087,000
2047		2,086,000
2048		2,087,000
2049		2,089,750
2050		2,089,000
2051		2,084,750
2052		2,087,000
2053		2,085,250
2054		2,089,500
2055		2,089,250
2056		2,089,500
Total	51,478,188	62,607,188

Option 1 (No sunset):

SHALL THE TOWN OF ERIE'S DEBT BE INCREASED BY UP TO $[___] MILLION, WITH A MAXIMUM REPAYMENT COST NOT TO EXCEED $[____] 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 $[___] 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, 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?

Option 2 (Sunset included):

SHALL THE TOWN OF ERIE'S DEBT BE INCREASED BY UP TO $[___] MILLION, WITH A MAXIMUM REPAYMENT COST NOT TO EXCEED $[____] 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 $[___] 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 AND CONTINUE SO LONG AS THE DEBT ISSUED PURSUANT TO THIS QUESTION OR ANY REFUNDING OF THE SAME REMAINS OUTSTANDING, 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?

Option 3 (Reduction after debt is paid):

SHALL THE TOWN OF ERIE'S DEBT BE INCREASED BY UP TO $[___] MILLION, WITH A MAXIMUM REPAYMENT COST NOT TO EXCEED $[____] 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 $[___] 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 AND CONTINUE THROUGH DECEMBER 31, 20[67], OR SUCH EARLIER DATE THAT THE COUNCIL PASSES AN ORDINANCE TO REDUCE THE RATE, AT WHICH TIME SUCH ADDITIONAL SALES AND USE TAX SHALL BE REDUCED BY [____]% OR SUCH GREATER AMOUNT AS COUNCIL SHALL HEREAFTER DETERMINE; 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?

Town of Erie

Community Center Expansion Survey

Report of Results

April 2026

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Madison, WI 53717
info.polco.us • 608-709-8683

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Executive Summary

Summary of Survey Methods

The Town of Erie – Community Center Expansion Survey offered residents the opportunity to provide input on the future of the Town's Community Center. The purpose of this research was to understand community needs, priorities, and aspirations in order to inform long-term planning and visioning efforts.

Surveys were mailed to all 4,500 residents in March 2026. A total of 846 surveys were completed, yielding a response rate of 19%. In addition to the scientific survey of randomly selected households, a community-wide, open-participation survey was also conducted. The key findings and body of this report focus on the responses to the scientific survey; the results to the open-participation survey have been provided separately in *Appendix G: Open Participation Survey Results.*

Survey results were weighted so that respondent demographics were represented in proportions reflective of the entire adult population of the Town. The margin of error is plus or minus three percentage points around any given percentage point reported for all survey respondents.

Key Findings

Residents are broadly satisfied with the Town's parks and recreation system.

- Survey respondents were asked to rate the quality of five facilities and services provided by the Park and Recreation Department of Erie. Ratings were consistently strong across all service areas. Parks received the highest positive evaluation at 85%, followed by trails (78%), the Erie Community Center (77%), and recreation programs (75%). The availability of information about parks and recreation offerings was also viewed favorably, with 75% of the residents rating it positively. These results indicate broad satisfaction with the Town's parks and recreation system and reflect particularly high approval of park facilities.

Most residents support renovating and expanding the Erie Community Center.

- Respondents were then asked whether they supported or opposed renovating and expanding the Erie Community Center to address current space and program constraints. About three-fourths of respondents indicated they strongly or somewhat supported the expansion, while 1 in 10 neither supported nor opposed it. Only a small minority reported opposing the project.
- Among respondents who support the Erie Community Center expansion, the most frequently cited reasons relate to population growth and the need for enhanced services. Just over one-quarter indicated that Erie's growing population creates a need for expanded facilities, while another fourth referenced the desire for new or improved services as their primary motivation.
- Among respondents who oppose the Erie Community Center expansion, concerns about financial impacts were the most frequently cited reasons. A fourth of the respondents opposing the project identified the overall cost as their primary concern, while 22% expressed worry that the expansion would lead to higher taxes.

- Respondents were also asked how important it was that the Erie Community Center Expansion focus on each of six different areas. About two-thirds of respondents rated expanded fitness space as essential or very important. Roughly half considered increased indoor playground and youth space, additional gymnasium space, and the modernization of mechanical, electrical, and AV systems to be essential or very important. About a third of respondents said that improving staff and administrative space was at least very important. Finally, about 1 in 5 respondents rated the addition of new multipurpose meeting rooms as important.

Most residents would prefer a sales tax increase over a property tax increase to fund the Erie Community Center expansion.

- About 7 in 10 respondents said they would very or somewhat likely vote in favor of a sale tax increase of 0.50% to fund the Erie Community Center expansion, while about 5 in 10 respondents said they would very or somewhat likely vote in favor of a property tax increase of 1.653 mills to fund the Erie Community Center expansion.
- Support for the two funding mechanisms also differed in the composition of their supporter bases. For the sales tax increase, a majority of supporters fell into the "very likely" category (43%), with an additional 26% saying they were "somewhat likely" to vote yes. In contrast, support for the property tax increase was more evenly split between levels of likelihood: 24% said they were "very likely" to support it, while 22% said they were "somewhat likely." These patterns indicate that the sales tax option not only has a larger overall base of support but also a higher proportion of respondents who express strong likelihood of voting in favor.
- In a subsequent question, respondents were asked which funding option they would prefer if the Town decided to move forward with the Erie Community Center expansion. About half of respondents opted for the sales tax increases, while close to 2 in 10 opted for the property tax increase. Also 2 in 10, said this is not the time to expand the Erie Community Center, while 1 in 10 was undecided on how to proceed.
- Among respondents who preferred a sales tax increase, the most common reason was concern about existing property tax levels. About 4 in 10 respondents indicated that property taxes are already high, making a sales tax the more acceptable option. Another 24% preferred a sales tax because it distributes costs across a wider share of residents, visitors, and consumers.
- Among respondents who preferred a property tax increase, the most common reason was concern about the fairness of a sales tax. About a third of the respondents preferring the property tax described sales taxes as regressive or unfair, making a property-based approach more acceptable to them. Another 15% felt that residents—rather than visitors or non-residents—should be responsible for funding the project.

Survey Background

The Town of Erie contracted with Polco to conduct a community-wide survey. The primary goal of the survey was to assess the attitudes and opinions of residents regarding the future of the Erie Community Center.

Aimed at gauging community needs, priorities, and aspirations to inform long-term planning and visioning efforts, this type of survey helps council members, staff, and the public set priorities for budget decisions. It also lays the groundwork for tracking community opinions on key issues, helping to ensure the highest possible service quality over time.

Survey Administration

A total of 4,500 Erie's households were randomly selected to participate in the 2026 Erie Community Center Expansion Survey. The 4,500 households selected to participate in the survey were contacted two times. First, an invitation postcard informing the household members that they had been selected to participate in the Town of Erie Community Center Expansion Survey was sent on March 3, 2026. The postcard included a URL and a QR code to take the survey online. Approximately one week after mailing the postcard, these households were mailed a paper survey containing a cover letter enlisting participation. The cover letter also included a URL and QR code where respondents could go to complete the survey online, if desired. The packet also contained a postage-paid return envelope in which the survey recipients could return the completed questionnaire to Polco. Completed surveys were collected over four weeks, with the survey closing on March 31, 2026. There were 846 respondents to the mailed questionnaire (with 102 undeliverable addresses), yielding a response rate of 19%. The margin of error is plus or minus three percentage points around any given percentage for all respondents.

Survey results were weighted so that respondent gender, age, housing unit type (attached or detached), housing tenure (rent or own), race, ethnicity and district were represented in the proportions reflective of the entire Town. More information about the survey methodology can be found in *Appendix F: Survey Methodology*.

How the Results Are Reported

For the most part, the full set of frequencies, or the "percent positive," are presented in the body and narrative of the report. The percent positive is the combination of the top two most positive response options (i.e., "excellent" and "good;" "very safe" and "somewhat safe;" "strongly support" and "somewhat support").

On many of the questions in the survey, respondents could give an answer of "don't know." The proportion of respondents giving this reply is shown in the full set of responses included in *Appendix B: Complete Survey Frequencies* and is discussed in the body of this report if it is 30% or greater. However, these responses have been removed from the analyses presented in the body of the report, unless otherwise indicated. In other words, the majority of the tables and graphs in the body of the report display the responses from respondents who had an opinion about a specific item.

For some questions, respondents were permitted to select multiple responses. When the total exceeds 100% in a table for a multiple response question, it is because some respondents are counted in multiple categories. When a table for a question that only permitted a single response does not total to exactly 100%, it is due to the customary practice rounding values to the nearest whole number.

Precision of Estimates

It is customary to describe the precision of estimates made from surveys by a "level of confidence" and accompanying "confidence interval" (or margin of error). The margin of error for this survey is generally no greater than plus or minus three percentage points around any given percent reported for the entire sample (N=846).

Comparison of Results By Subgroups

Selected survey results were compared by respondent length of residency, housing unit type (attached or detached), housing unit tenure (rent or own), age, gender, income and district of residence. These crosstabulations are summarized and presented in tabular form in *Appendix D: Survey Responses by Respondent Characteristics*.

Survey Results

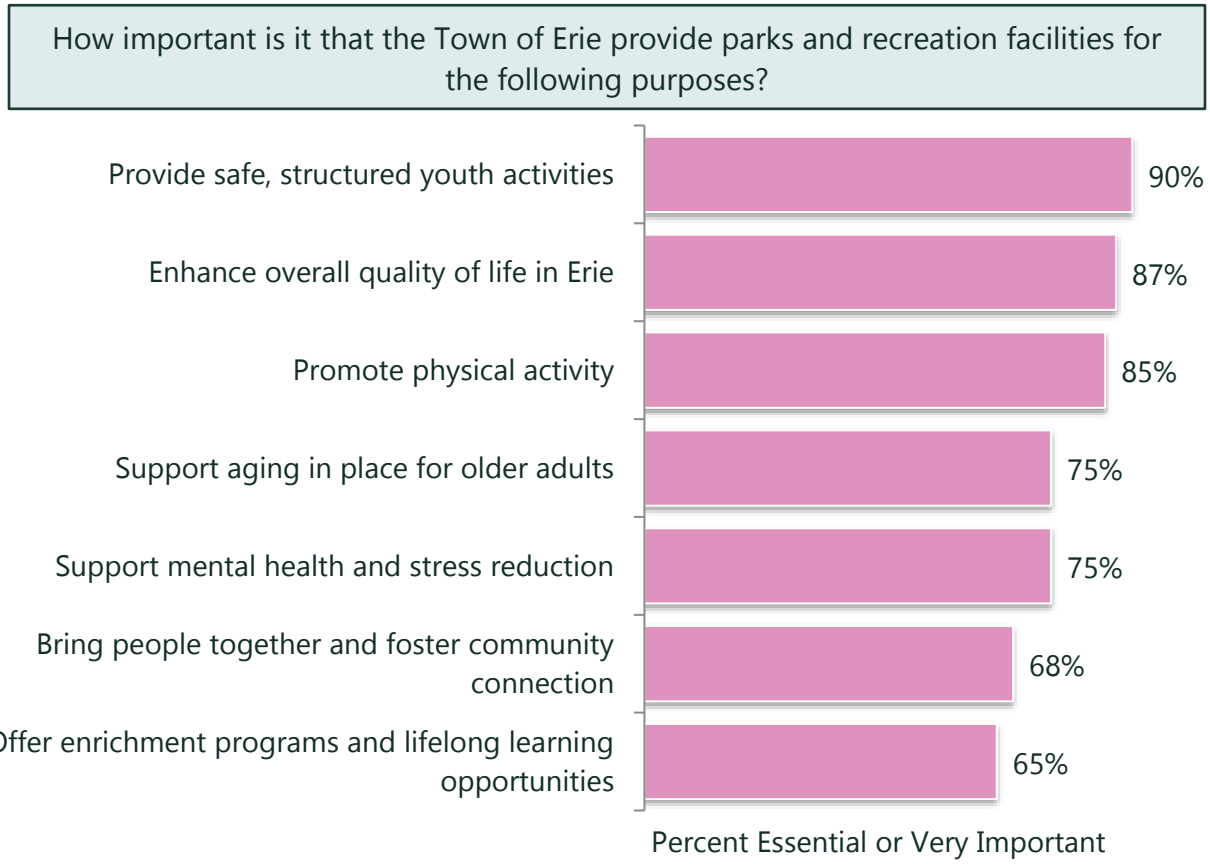
Parks and Recreation Importance, Quality, and Use

Survey respondents placed high importance on a range of parks and recreation goals. Providing safe, structured youth activities emerged as the top priority, with 9 in 10 respondents rating it as essential or very important—nearly equal to the importance placed on enhancing overall quality of life and promoting physical activity.

Other goals also received strong support. Approximately three-quarters of respondents identified supporting aging in place for older adults as essential or very important, and a similar share emphasized the importance of promoting mental health and reducing stress. Additionally, two-thirds of respondents highlighted the value of bringing people together and offering enrichment programs and lifelong learning opportunities.

Renters and residents who have lived in Erie for five years or less were more likely to rate fostering community connection as essential or very important compared with homeowners and longer-term residents (for additional comparisons by respondent demographics, see *Appendix D: Survey Responses by Respondent Characteristics*).

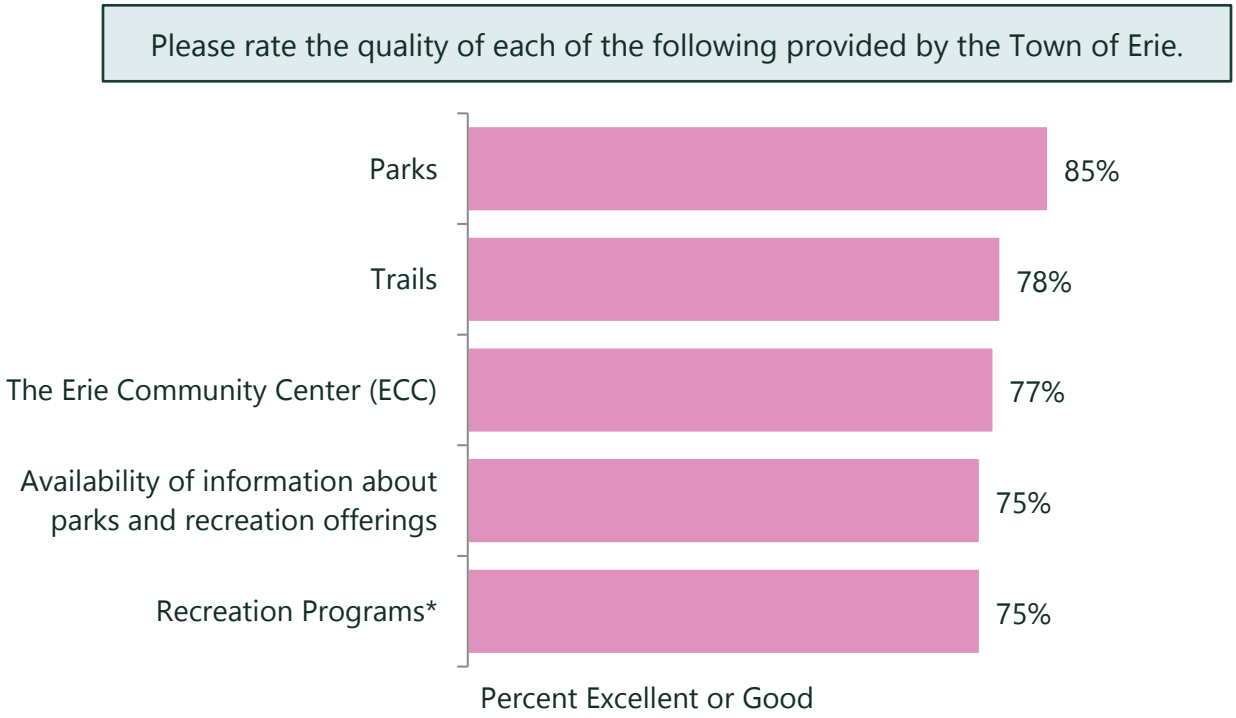
Figure 1: Importance Assigned to Parks and Recreation Goals, 2026



Survey respondents were asked to rate the quality of five facilities and services provided by the Park and Recreation Department of Erie. Ratings were consistently strong across all service areas. Parks received the highest positive evaluation at 85%, followed by trails (78%), the Erie Community Center (77%), and recreation programs (75%). The availability of information about parks and recreation offerings was also viewed favorably, with 75% of the residents rating it positively. These results indicate broad satisfaction with the Town's parks and recreation system and reflect particularly high approval of park facilities.

Residents aged 55 and older as well as those living in households making less than $200,000 per year were more likely than younger residents and those in higher-income households to give positive ratings to the Erie Community Center (for additional comparisons by respondent demographics, see *Appendix D: Survey Responses by Respondent Characteristics*).

Figure 2: Quality of Parks and Recreation Services, 2026



** 29% of respondents replied don't know when asked about the quality of the recreation programs offered by the Town of Erie.*

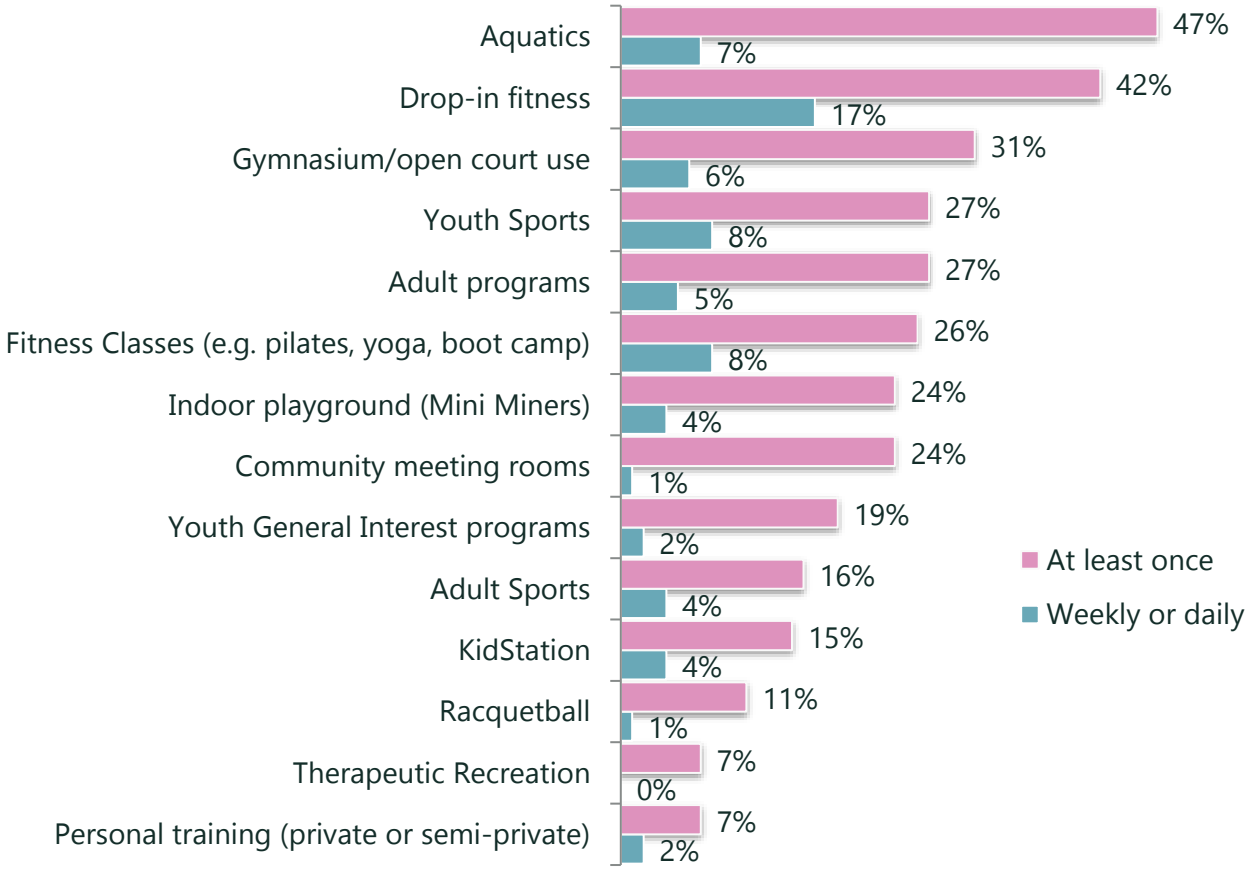
Residents were also asked how frequently they used various Erie Community Center services and amenities over the past 12 months. Aquatics had the highest overall level of engagement, with nearly half of respondents reporting using it at least once in the last year. Drop-in fitness was the next most commonly used amenity (about 4 in 10), followed by gymnasium/open court use (used by roughly 3 in 10 respondents). Youth sports, adult programs, fitness classes, the indoor playground (Mini Miners), and community meeting rooms showed moderate participation, with about one-quarter of residents reporting use.

Lower overall usage levels were reported for youth general interest programs (19%), adult sports (16%), KidStation (15%), racquetball (11%), and both therapeutic recreation and personal training (7% each). These results indicate that aquatics and fitness-related amenities are the most frequently utilized components of the Erie Community Center.

When analyzing the intensive use, those services or facilities used on daily or weekly basis, the drop - in fitness topped the list (17% of respondents reported using it daily or weekly), followed by fitness classes (8%), youth sports (8%), aquatics (7%) and gymnasium/open court use (6%). For the full set of responses, see *Appendix B: Complete Survey Frequencies*.

Figure 3: Erie Community Center Use in the Past 12 Months

Thinking back over the past 12 months, how often did you or your household use the following amenities or services at the Erie Community Center?



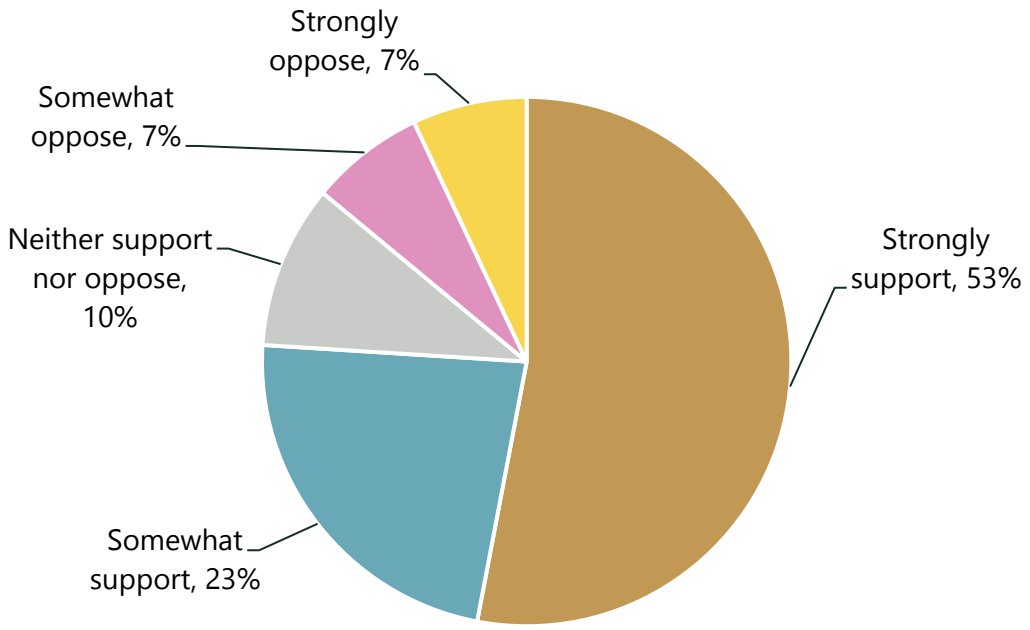
Erie Community Center Expansion Project

The survey introduced the need to expand and renovate the Erie Community Center by citing a recent study that identified space limitations and areas operating at or beyond capacity (see the complete survey instrument in *Appendix G: Survey Materials*). Respondents were then asked whether they supported or opposed renovating and expanding the Erie Community Center to address current space and program constraints. About three-fourths of respondents indicated they strongly (53%) or somewhat (23%) supported the expansion, while 1 in 10 neither supported nor opposed it. Only a small minority reported strongly (7%) or somewhat (7%) opposing the project.

Support for renovating and expanding the Erie Community Center was higher among residents aged 54 or younger and among those living in households earning more than $200,000 per year. In addition, residents of District 1 were more likely to support the project than those living in District 3 (see *Appendix D: Survey Responses by Respondent Characteristics*).

Figure 4: Level of support for renovating the Erie Community Center, 2026

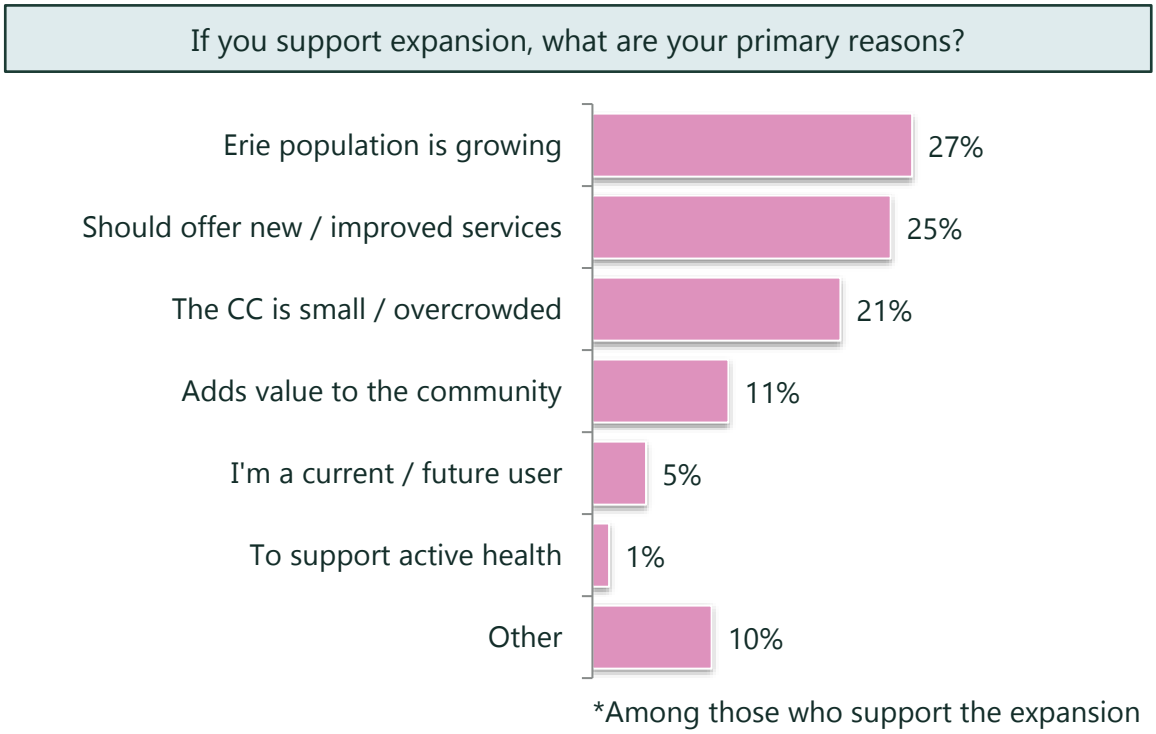
Overall, do you support or oppose the Town of Erie renovating and expanding the Erie Community Center to address current space and program limitations?



In an open-ended question, respondents were asked the reasons for supporting or opposing the Erie Community Center expansion. Among respondents who support the Erie Community Center expansion, the most frequently cited reasons relate to population growth and the need for enhanced services. Just over one-quarter (27%) indicated that Erie's growing population creates a need for expanded facilities, while another 25% referenced the desire for new or improved services as their primary motivation.

A smaller but still notable share (21%) reported that the current Erie Community Center is too small or overcrowded. Additional reasons included the belief that the project would add value to the community (11%) and personal use—either current or anticipated future use—of the facility (5%). All verbatims responses can be seen in *Appendix C: Verbatim Responses to Open-Ended Questions*.

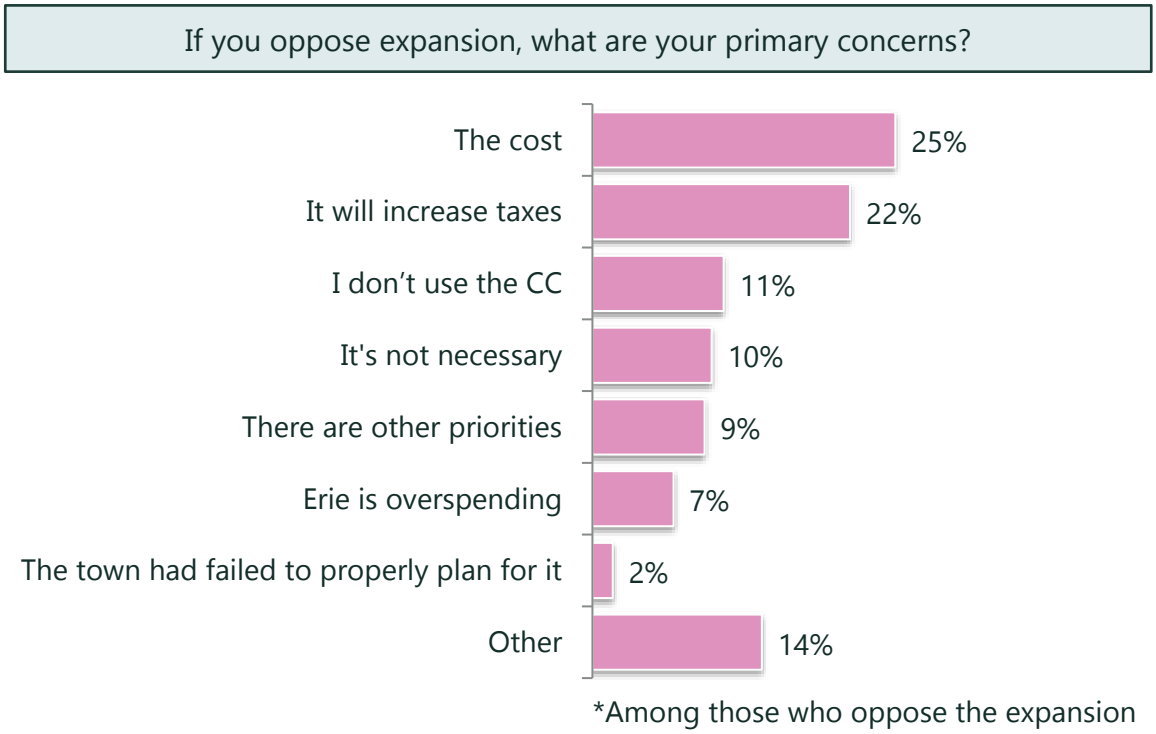
Figure 5: Reasons for supporting the Erie Community Center Expansion, 2026 (Coded responses)



Among respondents who oppose the Erie Community Center expansion, concerns about financial impacts were the most frequently cited reasons. A fourth of the respondents identified the overall cost of the project as their primary concern, while 22% expressed worry that the expansion would lead to higher taxes.

Other reasons for opposition were less common but still notable. About 1 in 10 respondents said they do not use the Erie Community Center, while also 1 in 10 felt the expansion is unnecessary. A similar proportion believed that the town has other, more pressing priorities, and 1 in 20 indicated that Erie is already overspending. A small share referenced concerns related to planning or management issues. Fourteen percent provided other reasons not captured in the main categories. All verbatims responses can be seen in *Appendix C: Verbatim Responses to Open-Ended Questions*.

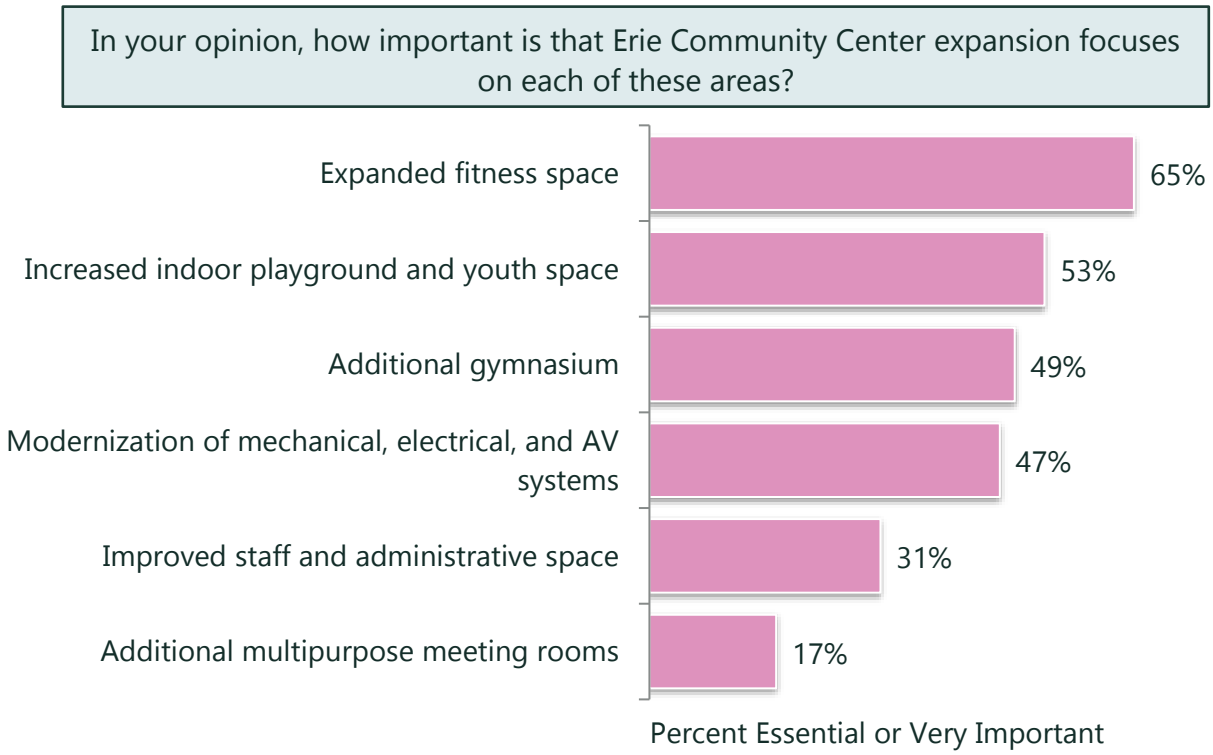
Figure 6: Reasons for opposing the Erie Community Center Expansion, 2026 (Coded responses)



Respondents were also asked how important it was that the Erie Community Center expansion focus on each of six different areas. About two-thirds of respondents rated expanded fitness space as essential or very important. Roughly half considered increased indoor playground and youth space, additional gymnasium space, and the modernization of mechanical, electrical, and AV systems to be essential or very important. About a third of respondents said that improving staff and administrative space was at least very important. Finally, about 1 in 5 respondents rated the addition of new multipurpose meeting rooms as important.

Residents aged 35–54 were more likely than those in other age groups to rate the additional gymnasium space as important. Meanwhile, women and residents aged 18–34 were more likely than their counterparts to place higher importance on increasing indoor playground and youth space (see *Appendix D: Survey Responses by Respondent Characteristics*).

Figure 7: Areas of importance for the Erie Community Center Expansion, 2026



Erie Community Center Expansion Funding

The survey also explained there is currently no dedicated funding source for the Erie Community Center expansion and that the Town was evaluating potential ballot measures that could include either a sales tax increase or a property tax increase (see the complete wording below).

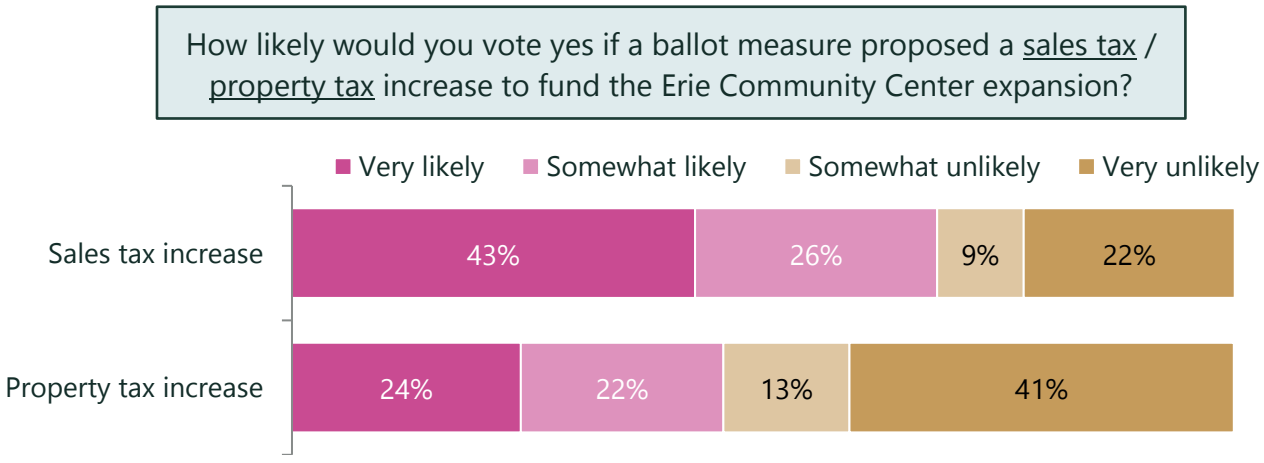
Sales tax increase language	Property tax increase language
If funded through a sales tax increase, the estimated rate increase would be approximately 0.50%. For example, on a $6 cup of coffee the sales tax would increase by approximately $0.03.	If funded through a property tax increase, the estimated increase would be approximately 1.653 mills. This brings the total mill levy for the Town to approximately 14.89. For example, for a home valued at $800,000, the annual property tax would increase by approximately $90 per year.

Respondents were then asked the likeliness of voting yes if a ballot measure proposed a sales tax and/or property tax increase to fund the Erie Community Center expansion. About 7 in 10 respondents said they would very or somewhat likely vote in favor of a sale tax increase of 0.50%, while about 5 in 10 respondents said they would very or somewhat likely vote in favor of a property tax increase of 1.653 mills.

Support for the two funding mechanisms also differed in the composition of their supporter bases. For the sales tax increase, a majority of supporters fell into the "very likely" category (43%), with an additional 26% saying they were "somewhat likely" to vote yes. In contrast, support for the property tax increase was more evenly split between levels of likelihood: 24% said they were "very likely" to support it, while 22% said they were "somewhat likely." These patterns indicate that the sales tax option not only has a larger overall base of support but also a higher proportion of respondents who express strong likelihood of voting in favor.

Those living in households making at least $200,000 per year were more likely to say they would vote yes in both ballots than those in less wealthy households. Meanwhile, renters were more likely than homeowners to support a property tax increase (see *Appendix D: Survey Responses by Respondent Characteristics*).

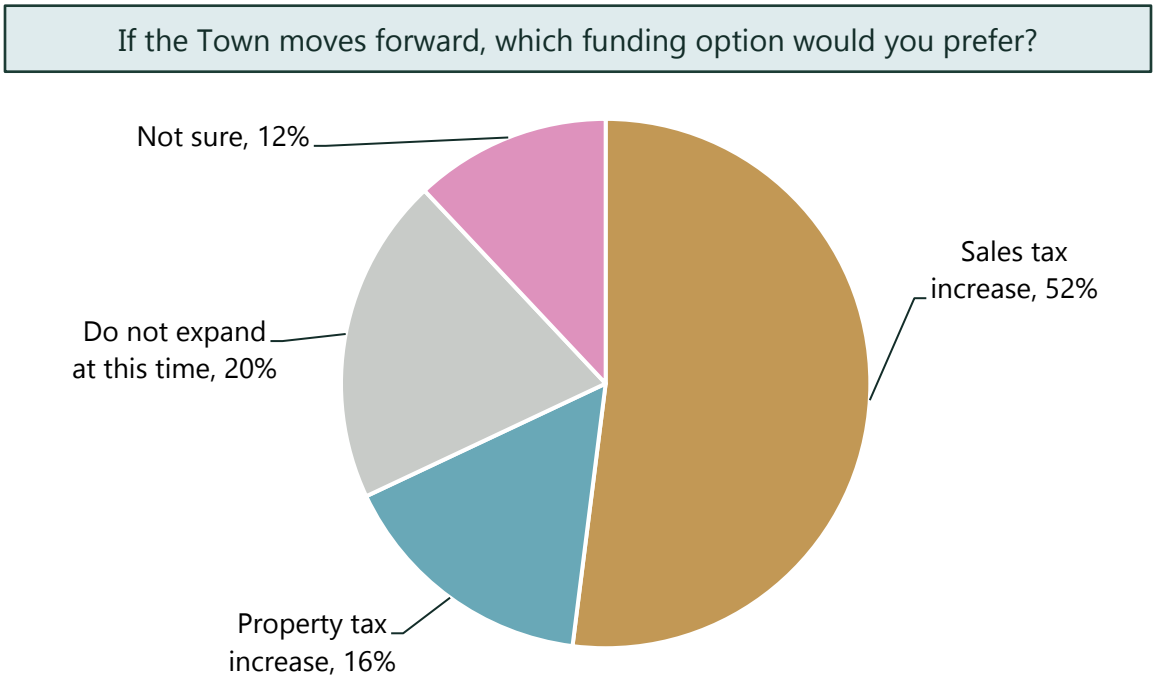
Figure 8: Likeliness of voting Yes for a property and sale tax increase, 2026



In a subsequent question, respondents were asked which funding option they would prefer if the Town decided to move forward with the Erie Community Center expansion. About half of respondents opted for the sales tax increases, while close to 2 in 10 opted for the property tax increase. Also 2 in 10, said this is not the time to expand the Erie Community Center, while 1 in 10 was undecided on how to proceed.

Renters and those living in attached housing units were more likely than homeowners and residents of detached housing units to support a property tax increase. Conversely, homeowners and residents of detached houses were more likely than their counterparts to prefer a sales tax increase. In addition, older residents (55+) and those living in households earning less than $200,000 per year were more likely than others to believe that this is not the right time to expand the Erie Community Center (see *Appendix D: Survey Responses by Respondent Characteristics*).

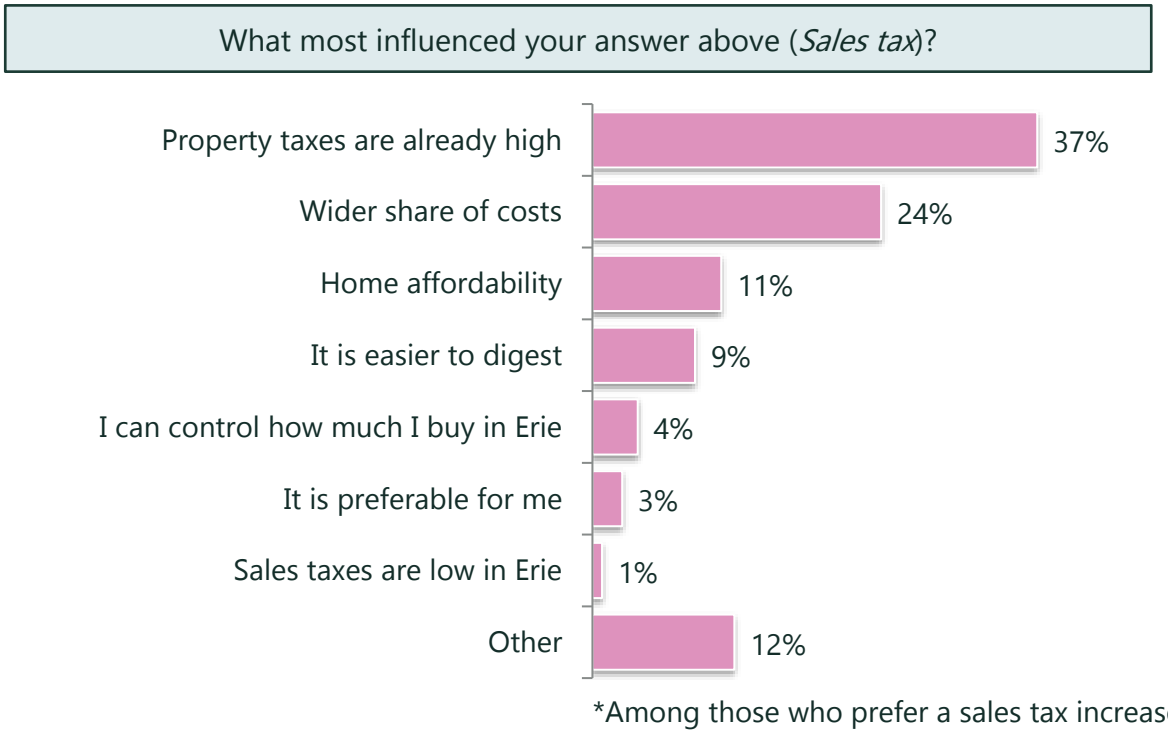
Figure 9: Preference between a sale tax increase or a property tax increase, 2026



In a subsequent open-ended question, respondents were asked why they preferred the sales or property tax. Among respondents who preferred a sales tax increase, the most common reason was concern about existing property tax levels. About 4 in 10 respondents indicated that property taxes are already high, making a sales tax the more acceptable option. Another 24% preferred a sales tax because it distributes costs across a wider share of residents, visitors, and consumers.

Other motivations were cited less frequently. Eleven percent referenced home affordability as a key factor, and 9% said a sales tax is easier to absorb or "digest" than a property tax increase. Smaller shares noted that they can control how much they spend in Erie (4%) or that a sales tax is simply more favorable for them personally (3%). All verbatims responses can be seen in *Appendix C: Verbatim Responses to Open-Ended Questions*.

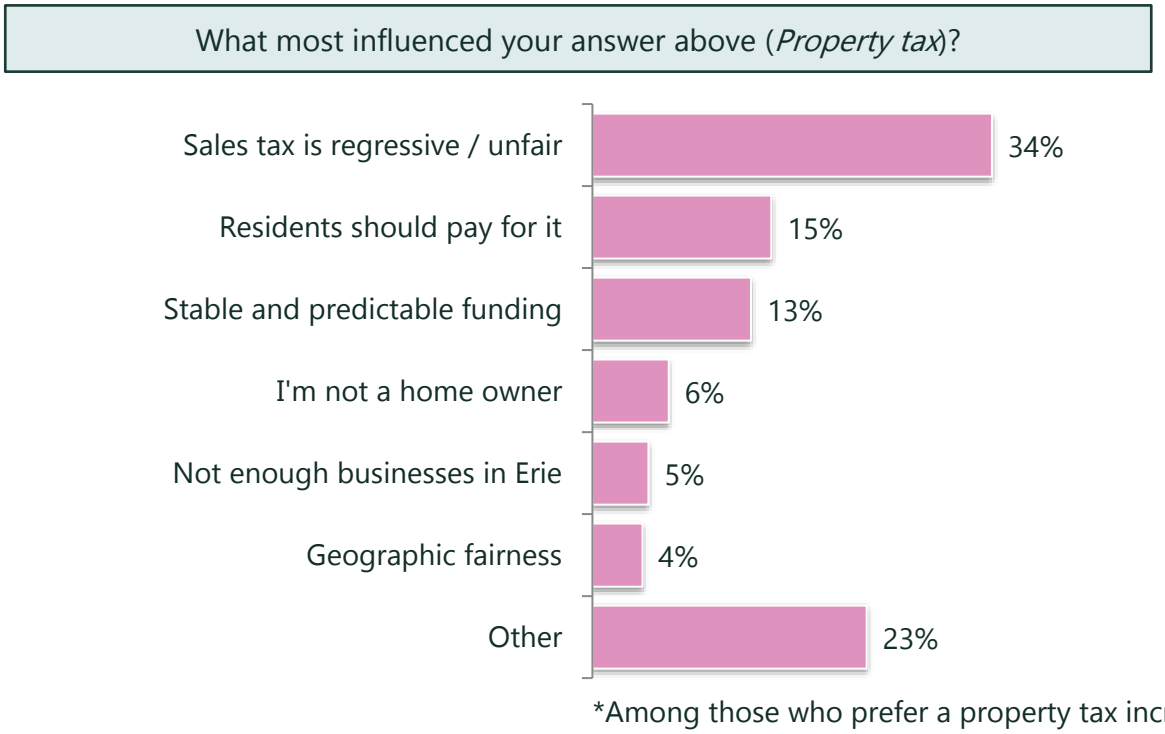
Figure 10: Reasons for preferring the Sales Tax Increase, 2026 (Coded responses)



Among respondents who preferred a property tax increase, the most common reason was concern about the fairness of a sales tax. About a third of the respondents preferring the property tax described sales taxes as regressive or unfair, making a property-based approach more acceptable to them. Another 15% felt that residents—rather than visitors or non-residents—should be responsible for funding the project.

About 1 in 10 cited the stability and predictability of property tax revenue as their primary motivation. Smaller shares referenced personal circumstances or local economic conditions, including not being a homeowner and the perception that Erie does not have enough businesses to support a sales-tax-based approach. All verbatims responses can be seen in *Appendix C: Verbatim Responses to Open-Ended Questions*.

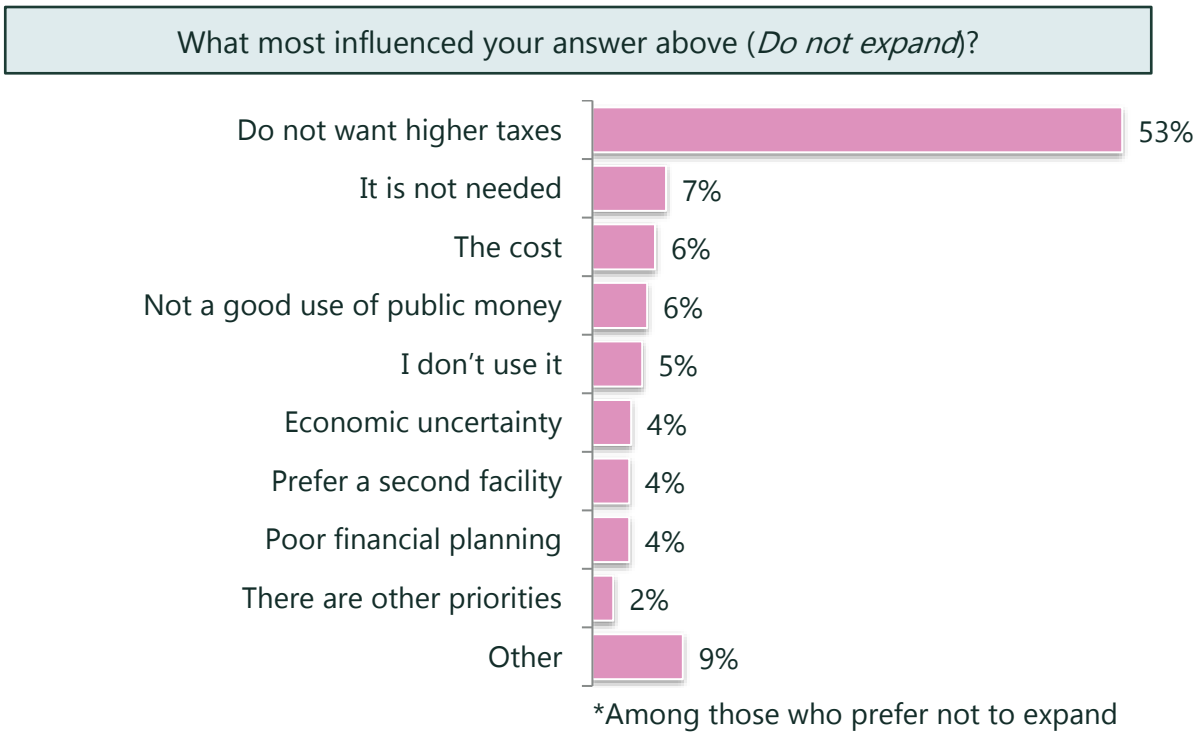
Figure 11: Reasons for preferring the Property Tax Increase, 2026 (Coded responses)



Among respondents who preferred not to expand the Erie Community Center, concerns about tax impacts were the dominant factor. A majority (53%) reported that they do not want higher taxes, making this by far the most common reason for opposing the project.

Other reasons were cited at much lower levels. Seven percent felt the expansion is not needed, and 6% pointed either to the overall cost or to the belief that the project is not a good use of public funds. Five percent said they do not use the Erie Community Center. All verbatims responses can be seen in Appendix C: Verbatim Responses to Open-Ended Questions.

Figure 12: Reasons for preferring to Not Expand the ECC, 2026 (Coded responses)



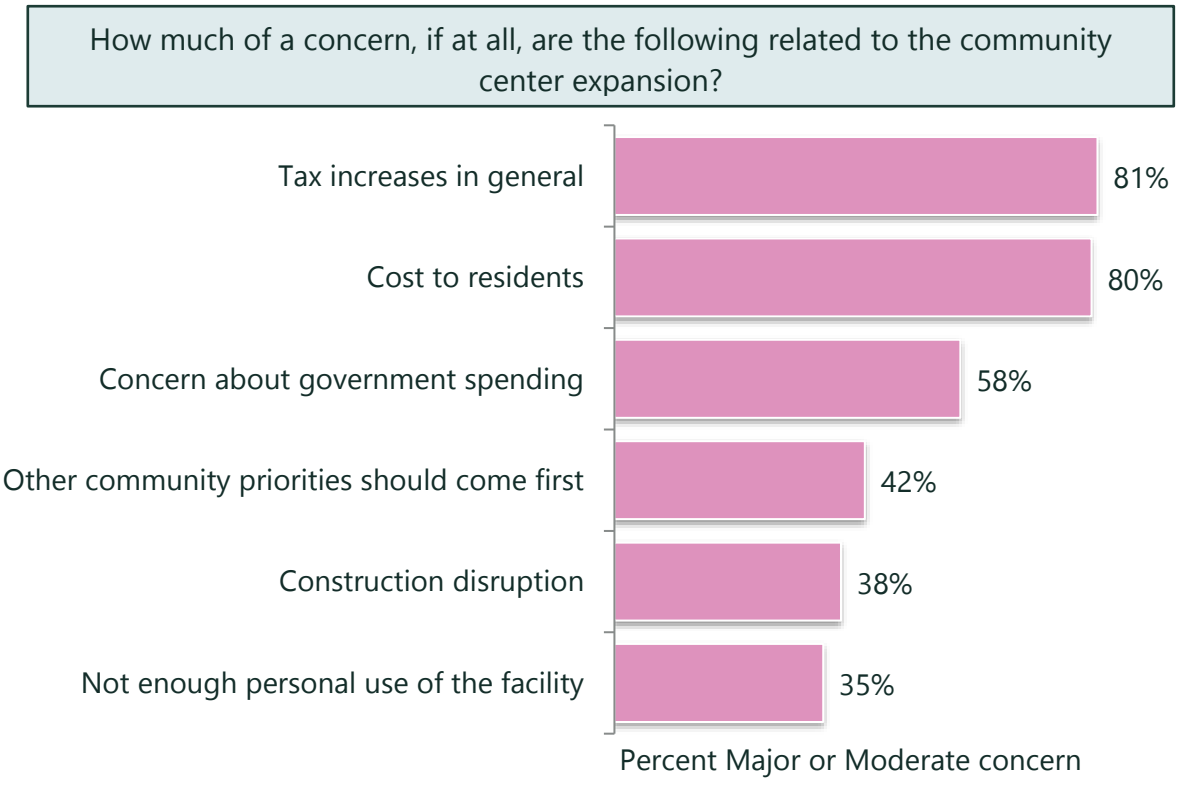
Erie Community Center Expansion Concerns

Regardless of support for the Erie Community Center expansion, residents were asked about their concerns with the project. Concerns about tax impacts and cost to residents were the most prominent: 4 in 5 respondents reported major or moderate concern about each of both. Relatedly, 6 in 10 respondents expressed concerns about the level of government spending the project would involve.

Other community priorities taking precedence was also a notable issue, with 4 in 10 residents indicating major or moderate concern. Construction-related impacts and personal relevance were less prominent but still meaningful. About 4 in 10 respondents reported concern about construction disruption, while about 1 in 3 said they were concerned that they would not personally use the facility enough to justify the expansion.

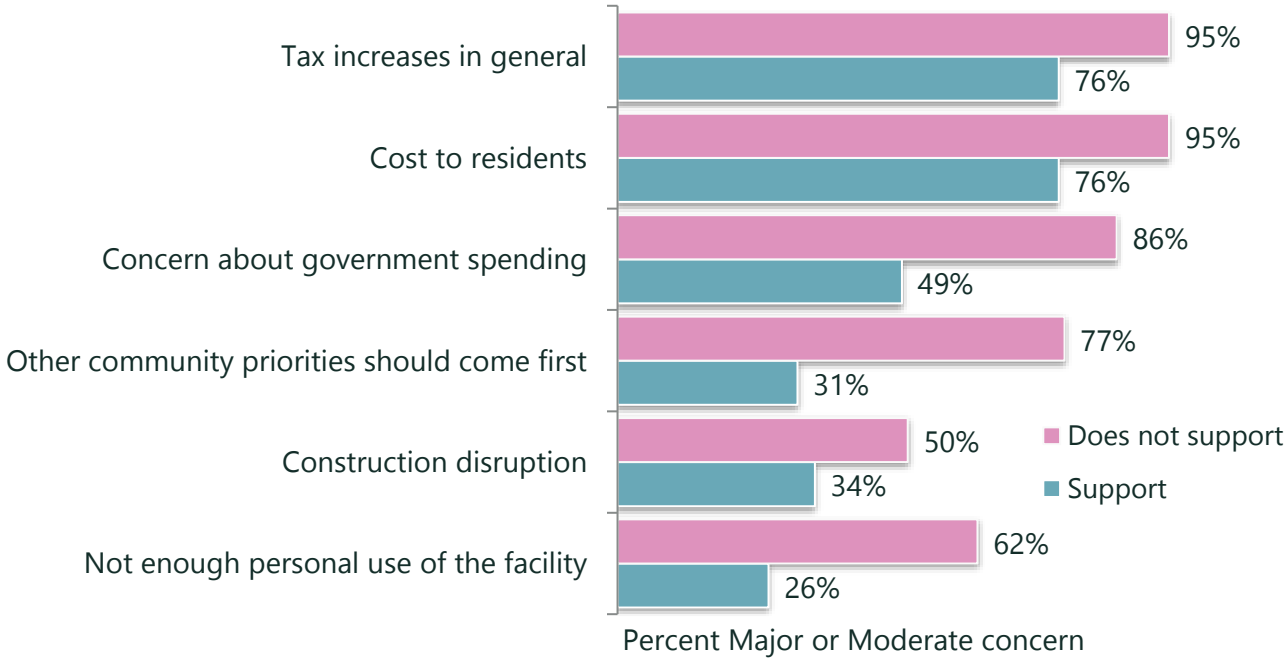
Older residents, homeowners and those residing in detached housing units or households making less than $200,000 a year tended to be more concerned about tax increases and government spending that younger residents, renters and those living in attached housing units or households making more than $200,000 a year (see *Appendix D: Survey Responses by Respondent Characteristics*).

Figure 13: Concerns about the Erie Community Center Expansion, 2026



Residents who did not support the Erie Community Center expansion expressed higher levels of concern than supporters across all six issues measured in the survey. The largest gaps were in the belief that other community priorities should come first (+46%), concerns about government spending (+37%), and perceptions that they would not use the facility enough personally (+36%). Additional demographic crosstabs are included in *Appendix D: Survey Responses by Respondent Characteristics*.

Figure 14: Concerns about the Erie Community Center Expansion by Support to the Project, 2026



Appendix A: Respondent Characteristics

The following tables summarize the demographic characteristics of the Town of Erie - Community Center Expansion address-based survey.

Table 1: Question D1

About how long have you lived in Erie?	Percent	Number
Less than 2 years	16%	N=136
2-5 years	26%	N=218
6-10 years	23%	N=195
11-20 years	19%	N=161
More than 20 years	16%	N=135
Total	100%	N=844

Table 2: Question D2

Please check the appropriate box indicating the type of housing unit in which you live.	Percent	Number
Detached single-unit home	86%	N=723
Condominium or townhouse	9%	N=72
Duplex	2%	N=16
Apartment	4%	N=32
Total	100%	N=843

Table 3: Question D3

Do you own or rent your residence?	Percent	Number
Own	90%	N=748
Rent	10%	N=87
Total	100%	N=835

Table 4: Question D4

How many people (including yourself) live in your household?	Percent	Number
One	9%	N=73
Two	35%	N=294
Three	19%	N=159
Four	23%	N=189
Five or more	14%	N=115
Total	100%	N=832

Table 5: Question D5

How many of these household members are 17 or younger?	Percent	Number
None	50%	N=405
One	18%	N=142
Two	24%	N=196
Three	6%	N=46
Four	3%	N=22
Five or more	0%	N=2
Total	100%	N=814

Table 6: Question D6

How many of these household members are 65 or older?	Percent	Number
None	74%	N=609
One	11%	N=87
Two	14%	N=116
Three	0%	N=3
Four	0%	N=0
Five or more	0%	N=3
Total	100%	N=819

Table 7: Question D7

How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Percent	Number
Less than $15,000	0%	N=2
$15,000 to $24,999	0%	N=3
$25,000 to $34,999	1%	N=5
$35,000 to $49,999	2%	N=14
$50,000 to $74,999	6%	N=45
$75,000 to $99,999	10%	N=74
$100,000 to $124,999	11%	N=84
$125,000 to $149,999	10%	N=78
$150,000 to $199,999	16%	N=123
$200,000 or more	45%	N=348
Total	100%	N=776

Table 8: Question D8

Are you Hispanic/Spanish/Latino?	Percent	Number
Yes	7%	N=53
No	93%	N=748
Total	100%	N=802

Table 9: Question D9

What is your race? (Please check all that apply.)	Percent	Number
White	81%	N=655
Black or African American	2%	N=19
Asian or Pacific Islander	10%	N=85
American Indian, Eskimo, or Aleut	1%	N=10
Other	3%	N=25
Prefer not to say	11%	N=86

Total may exceed 100% as respondents could select more than one answer.

Table 10: Question D10

What is your age?	Percent	Number
18-24	1%	N=8
25-34	19%	N=155
35-44	24%	N=193
45-54	25%	N=203
55-64	11%	N=94
65-74	14%	N=112
75+	7%	N=54
Total	100%	N=818

Table 11: Question D11

What is your gender?	Percent	Number
Female	48%	N=391
Male	46%	N=378
Prefer not to say	6%	N=51
Prefer to self-describe	0%	N=3
Total	100%	N=824

Table 12: Question D12

What is the highest level of education you have completed?	Percent	Number
Some high school, no diploma	1%	N=4
High school diploma or equivalent	1%	N=11
Some college but no degree	7%	N=61
Associate's degree	3%	N=21
Bachelor's degree	43%	N=354
Graduate degree or higher	45%	N=371
Total	100%	N=823

Appendix B: Complete Survey Frequencies

The following pages contain a complete set of responses to each question on the survey.

Table 13: Question 1 - Including Don't Know Responses

Please rate the quality of each of the following provided by the Town of Erie.	Excellent		Good		Fair		Poor		Don't know		Total	
Parks	35%	N=290	47%	N=397	12%	N=100	2%	N=17	4%	N=35	100%	N=840
Trails	31%	N=257	42%	N=350	18%	N=153	2%	N=19	7%	N=57	100%	N=835
The Erie Community Center (ECC)	24%	N=197	44%	N=370	17%	N=139	3%	N=29	12%	N=101	100%	N=836
Recreation Programs	16%	N=133	37%	N=310	14%	N=119	3%	N=28	29%	N=241	100%	N=833
Availability of information about parks and recreation offerings	22%	N=184	45%	N=371	16%	N=137	6%	N=47	11%	N=95	100%	N=834

Table 14: Question 1 - Excluding Don't Know Responses

Please rate the quality of each of the following provided by the Town of Erie.	Excellent		Good		Fair		Poor		Total	
Parks	36%	N=290	49%	N=397	12%	N=100	2%	N=17	100%	N=805
Trails	33%	N=257	45%	N=350	20%	N=153	2%	N=19	100%	N=778
The Erie Community Center (ECC)	27%	N=197	50%	N=370	19%	N=139	4%	N=29	100%	N=735
Recreation Programs	23%	N=133	53%	N=310	20%	N=119	5%	N=28	100%	N=591
Availability of information about parks and recreation offerings	25%	N=184	50%	N=371	19%	N=137	6%	N=47	100%	N=739

Table 15: Question 2

Thinking back over the past 12 months, how often did you or your household use the following amenities or services at the Erie Community Center?	Daily		Weekly		Monthly		A few times per year		Never		Total	
Adult programs	1%	N=5	4%	N=30	5%	N=38	18%	N=149	73%	N=599	100%	N=821
Adult Sports	0%	N=2	4%	N=30	2%	N=13	10%	N=83	84%	N=688	100%	N=815
Aquatics	1%	N=5	6%	N=49	10%	N=83	30%	N=242	53%	N=421	100%	N=800
Community meeting rooms	0%	N=1	1%	N=9	2%	N=16	21%	N=169	76%	N=620	100%	N=814
Drop-in fitness	4%	N=29	13%	N=107	7%	N=59	18%	N=142	58%	N=467	100%	N=804
Fitness Classes (e.g. pilates, yoga, boot camp)	1%	N=8	7%	N=54	3%	N=25	16%	N=124	74%	N=587	100%	N=798
Gymnasium/open court use	2%	N=18	4%	N=30	7%	N=56	17%	N=140	69%	N=558	100%	N=802
Indoor playground (Mini Miners)	0%	N=3	4%	N=31	6%	N=48	14%	N=109	76%	N=615	100%	N=805
KidStation	0%	N=0	4%	N=33	3%	N=21	8%	N=62	85%	N=685	100%	N=801
Personal training (private or semi-private)	0%	N=3	2%	N=13	1%	N=8	4%	N=31	93%	N=751	100%	N=805
Racquetball	0%	N=0	1%	N=9	2%	N=13	8%	N=68	89%	N=714	100%	N=804
Therapeutic Recreation	0%	N=3	0%	N=3	1%	N=8	5%	N=44	93%	N=745	100%	N=803
Youth General Interest programs	0%	N=2	2%	N=16	3%	N=25	13%	N=108	81%	N=659	100%	N=809
Youth Sports	1%	N=6	7%	N=61	6%	N=49	13%	N=109	73%	N=599	100%	N=823

Table 16: Question 3 - Including Don't Know Responses

How important is it that the Town of Erie provide parks and recreation facilities for the following purposes?	Essential		Very important		Somewhat important		Not at all important		Don't know		Total	
Promote physical activity	41%	N=346	43%	N=358	13%	N=107	2%	N=18	1%	N=6	100%	N=835
Support mental health and stress reduction	33%	N=279	41%	N=340	19%	N=157	6%	N=47	1%	N=11	100%	N=835
Provide safe, structured youth activities	50%	N=418	38%	N=319	7%	N=59	3%	N=22	2%	N=16	100%	N=835
Offer enrichment programs and lifelong learning opportunities	25%	N=208	39%	N=327	28%	N=235	6%	N=51	2%	N=14	100%	N=835
Bring people together and foster community connection	28%	N=237	39%	N=328	26%	N=221	5%	N=40	1%	N=10	100%	N=837
Support aging in place for older adults	32%	N=271	41%	N=340	20%	N=170	5%	N=38	2%	N=17	100%	N=837
Enhance overall quality of life in Erie	50%	N=418	37%	N=309	10%	N=87	3%	N=21	1%	N=4	100%	N=839

Table 17: Question 3 - Excluding Don't Know Responses

How important is it that the Town of Erie provide parks and recreation facilities for the following purposes?	Essential		Very important		Somewhat important		Not at all important		Total	
Promote physical activity	42%	N=346	43%	N=358	13%	N=107	2%	N=18	100%	N=829
Support mental health and stress reduction	34%	N=279	41%	N=340	19%	N=157	6%	N=47	100%	N=824
Provide safe, structured youth activities	51%	N=418	39%	N=319	7%	N=59	3%	N=22	100%	N=819
Offer enrichment programs and lifelong learning opportunities	25%	N=208	40%	N=327	29%	N=235	6%	N=51	100%	N=821
Bring people together and foster community connection	29%	N=237	40%	N=328	27%	N=221	5%	N=40	100%	N=827
Support aging in place for older adults	33%	N=271	42%	N=340	21%	N=170	5%	N=38	100%	N=820
Enhance overall quality of life in Erie	50%	N=418	37%	N=309	10%	N=87	3%	N=21	100%	N=835

Table 18: Question 4 - Including Don't Know Responses

Overall, do you support or oppose the Town of Erie renovating and expanding the Erie Community Center to address current space and program limitations?	Percent	Number
Strongly support	51%	N=429
Somewhat support	23%	N=188
Neither support nor oppose	10%	N=83
Somewhat oppose	7%	N=56
Strongly oppose	7%	N=57
Not sure	3%	N=21
Total	100%	N=834

Table 19: Question 4 - Excluding Don't Know Responses

Overall, do you support or oppose the Town of Erie renovating and expanding the Erie Community Center to address current space and program limitations?	Percent	Number
Strongly support	53%	N=429
Somewhat support	23%	N=188
Neither support nor oppose	10%	N=83
Somewhat oppose	7%	N=56
Strongly oppose	7%	N=57
Total	100%	N=813

Table 20: Question 4A – (Coded)

If you support expansion, what are your primary reasons?	Percent	Number
Erie population is growing	27%	N=144
Adds value to the community	11%	N=61
The ECC is small / overcrowded	21%	N=112
Should offer new / improved services	25%	N=134
I'm a current / future user	5%	N=24
To support active health	1%	N=8
Other	10%	N=54
Total	100%	N=536

Table 21: Question 4B – (Coded)

If you oppose expansion, what are your primary concerns?	Percent	Number
The cost	25%	N=27
It will increase taxes	22%	N=23
There are other priorities	9%	N=10
It's not necessary	10%	N=11
I don't use the ECC	11%	N=12
The town had failed to properly plan for it	2%	N=2
Erie is overspending	7%	N=7
Other	14%	N=15
Total	100%	N=107

Table 22: Question 5 - Including Don't Know Responses

In your opinion, how important is that Erie Community Center Expansion focuses on each of these areas?	Essential		Very important		Somewhat important		Not at all important		Don't know		Total	
Expanded fitness space	33%	N=268	27%	N=220	21%	N=172	11%	N=89	9%	N=74	100%	N=822
Additional multipurpose meeting rooms	5%	N=39	10%	N=80	32%	N=264	36%	N=297	17%	N=141	100%	N=821
Additional gymnasium	16%	N=129	27%	N=221	30%	N=245	14%	N=119	13%	N=106	100%	N=820
Increased indoor playground and youth space	18%	N=146	29%	N=236	28%	N=230	13%	N=104	13%	N=105	100%	N=821
Improved staff and administrative space	7%	N=57	17%	N=141	32%	N=259	21%	N=171	24%	N=193	100%	N=821
Modernization of mechanical, electrical, and AV systems	14%	N=115	24%	N=201	29%	N=242	14%	N=116	19%	N=153	100%	N=827

Table 23: Question 5 - Excluding Don't Know Responses

In your opinion, how important is that Erie Community Center Expansion focuses on each of these areas?	Essential		Very important		Somewhat important		Not at all important		Total	
Expanded fitness space	36%	N=268	29%	N=220	23%	N=172	12%	N=89	100%	N=749
Additional multipurpose meeting rooms	6%	N=39	12%	N=80	39%	N=264	44%	N=297	100%	N=680
Additional gymnasium	18%	N=129	31%	N=221	34%	N=245	17%	N=119	100%	N=714
Increased indoor playground and youth space	20%	N=146	33%	N=236	32%	N=230	14%	N=104	100%	N=716
Improved staff and administrative space	9%	N=57	22%	N=141	41%	N=259	27%	N=171	100%	N=628
Modernization of mechanical, electrical, and AV systems	17%	N=115	30%	N=201	36%	N=242	17%	N=116	100%	N=674

Table 24: Question 6 - Including Don't Know Responses

How likely would you vote yes if a ballot measure proposed a sales tax increase to fund the Erie Community Center expansion?	Percent	Number
Very likely	42%	N=349
Somewhat likely	25%	N=209
Somewhat unlikely	9%	N=75
Very unlikely	22%	N=183
Unsure	3%	N=21
Total	100%	N=837

Table 25: Question 6 - Excluding Don't Know Responses

How likely would you vote yes if a ballot measure proposed a sales tax increase to fund the Erie Community Center expansion?	Percent	Number
Very likely	43%	N=349
Somewhat likely	26%	N=209
Somewhat unlikely	9%	N=75
Very unlikely	22%	N=183
Total	100%	N=816

Table 26: Question 7 - Including Don't Know Responses

How likely would you vote yes if a ballot measure proposed a property tax increase to fund the Erie Community Center expansion?	Percent	Number
Very likely	24%	N=199
Somewhat likely	21%	N=175
Somewhat unlikely	13%	N=109
Very unlikely	40%	N=333
Unsure	2%	N=20
Total	100%	N=835

Table 27: Question 7 - Excluding Don't Know Responses

How likely would you vote yes if a ballot measure proposed a property tax increase to fund the Erie Community Center expansion?	Percent	Number
Very likely	24%	N=199
Somewhat likely	21%	N=175
Somewhat unlikely	13%	N=109
Very unlikely	41%	N=333
Total	100%	N=816

Table 28: Question 8 - Including Don't Know Responses

If the Town moves forward, which funding option would you prefer?	Percent	Number
Sales tax increase	52%	N=440
Property tax increase	16%	N=133
Do not expand at this time	20%	N=169
Not sure	12%	N=97
Total	100%	N=839

Table 29: Question 8 - Excluding Don't Know Responses

If the Town moves forward, which funding option would you prefer?	Percent	Number
Sales tax increase	59%	N=440
Property tax increase	18%	N=133
Do not expand at this time	23%	N=169
Total	100%	N=742

Table 30: Question 9A – (Coded)

What most influenced your answer above? (Sales tax)	Percent	Number
Property taxes are already high	37%	N=125
Wider share of costs	24%	N=81
Sales taxes are low in Erie	1%	N=3
Can control my expending in sales tax	4%	N=13
Home affordability	11%	N=36
It is preferable for me	2%	N=8
It is easier to digest	9%	N=29
Other	12%	N=40
Total	100%	N=335

Table 31: Question 9B – (Coded)

What most influenced your answer above? (Property tax)	Percent	Number
Stable and predictable funding	13%	N=14
Sales tax is regressive / unfair	33%	N=36
I'm not a home owner	6%	N=7
Residents should pay for it	15%	N=16
Not enough businesses in Erie	5%	N=5
Geographic fairness	4%	N=5
Other	23%	N=25
Total	100%	N=108

Table 32: Question 9C – (Coded)

What most influenced your answer above? (Do not expand)	Percent	Number
The cost	6%	N=9
Do not want higher taxes	53%	N=80
It is not needed	7%	N=11
I don't use it	5%	N=7
Not a good use of public money	6%	N=8
There are other priorities	2%	N=3
Economic uncertainty	4%	N=6
Poor financial planning	4%	N=6
Prefer a second facility	4%	N=6
Other	9%	N=14
Total	100%	N=150

Table 33: Question 10

How much of a concern, if at all, are the following related to the community center expansion?	Major concern		Moderate concern		Minor concern		Not a concern		Total	
Cost to residents	45%	N=369	36%	N=297	15%	N=120	5%	N=42	100%	N=828
Tax increases in general	49%	N=407	32%	N=261	15%	N=124	4%	N=34	100%	N=827
Construction disruption	12%	N=99	26%	N=213	40%	N=333	22%	N=180	100%	N=825
Other community priorities should come first	19%	N=156	23%	N=186	35%	N=282	23%	N=189	100%	N=813
Concern about government spending	30%	N=250	28%	N=229	23%	N=190	19%	N=153	100%	N=821
Not enough personal use of the facility	17%	N=140	18%	N=146	27%	N=222	37%	N=302	100%	N=810
Other	15%	N=57	4%	N=15	6%	N=24	74%	N=280	100%	N=377

Appendix C: Verbatim Responses to Open-Ended Questions

Following are verbatim responses to the open-ended questions of the open-participation survey. Because these responses were written by survey participants, they are presented here in verbatim form, including any typographical, grammar or other mistakes. The responses are presented in alphabetical order.

Question 4a: If you support expansion, what are your primary reasons?

Erie population is growing

- As a community hub, expanding the facility in response to our growing population is a priority, especially for those who do not have the monetary resources for a private gym or when the weather reduces ability to recreate outdoors.
- As Erie grows the services need to grow as well.
- AS ERIE KEEPS GROWING, THE TOWN NEEDS TO ACCOMMODATE NEW RESIDENTS
- As population grows, so does the needs of the rec center. More people more space/facilities.
- As population of Erie grows this is going to be necessary
- Because the town is growing and although my household has alternative facilities in our neighborhood, not everyone does.
- CITY GROWING ALTERING MORE KIDS SPORTS, BRING WEIGHT ROOM DOWN STAIRS
- COMMUNITY HAS GROWN SINCE CONSTRUCTION
- Continued availability of facilities for ever expanding population in Erie
- ERIE CO GROWING RAPIDLY AND MORE PEOPLE WILL BE WANTLY, TO USE THE FACILITIES.
- Erie continues to grow residentially and the community will outgrow the current community center capacity.
- Erie growth . All we do is build more houses so of course need more facilities
- Erie has grown SO much since 2008. We need a space that meets the needs of the increased number of people who live here. The community center as it is now is overcrowded.
- ERIE HAS GROWN TO 40,000 PEOPLE-WE NEED A 2ND REC CENTER
- Erie is a growing town. Seems like good ROI.
- Erie is a rapidly growing community. Expanding community resources is important to meet future needs. If I was of child rearing age, we would use these facilities much more.
- Erie is expanding very rapidly, so it's a good idea to invest in public health and wellness services at the start-end of this growth
- Erie is getting larger and needs to be able to support more people. It is great for kids and people to have a place to engage and exercise, especially as we spend more time on our screens.
- Erie is growing
- Erie is growing
- Erie is growing
- Erie is growing and the community Center must grow to accommodate all ages of the citizens of our community

- Erie is growing and the rec center is dated and over busy, with limited free weights, and range of activities.
- ERIE IS GROWING NEED TO KEEP UP & GROWTH
- ERIE IS GROWING RAPIDLY, EXPANSION WILL ALLOW USE WITHOUT CROWDING
- Erie is growing.
- ERIE IS GROWING. THE REC CENTER SEEMS SMALL FOR THE CURRENT & FUTURE GROWTH
- Erie population has grown and our rec center either needs to expand to keep up or an additional facility should be built.
- Erie us growing.
- Erie's population is expanding very rapidly, we need a Rec Center that can accommodate the growing population.
- Erie's population is growing and it's important to expand the facility to support the needs.
- Expanding population growth that was not anticipated in current infrastructure.
- Expanding population means greater usage of rec center
- Facilities need to grow to support the growing population of the town.
- Get ahead of town growth.
- Given Erie's growth, it's important to provide a non-crowded center for all to use.
- Great facility but town population is getting too big
- Growing community
- Growing community and need to maintain access to fitness facility
- Growing community and needs to keep up with pace and new families
- Growing community needs expanded growing social programs and public spaces. It's an appropriate use of tax dollars.
- GROWING COMMUNITY NEEDS FACILITIES TO MATCH
- GROWING COMMUNITY NEEDS MORE SPACE
- growing Erie population
- growing population, adding new services/classes
- Growing size of the community, unfortunately, we keep building apartments and it's ruining our schools and community.
- Growth (both current and expected) means that there will be additional strain on the current facilities. It makes sense to expand to meet the growing population.
- Growth in population
- Growth in the town
- Growth, to prevent overcrowding
- I believe everyone in Erie should have access to the community center, and as Erie expands its population, the community center will need to expand to meet the needs of everyone.
- I feel that the expansion is necessary given the growth Erie has experienced in the years since it was built. My one concern is that the community needs more athletic field space, specifically football and soccer fields. We need lighted fields that can be accessed year round.
- I SUPPORT IF WARE OUTGROWING CURRENT FACILITIES MOST IMPORTANT TO PROMOTE COMMUNITY THROUGH DUE TO INCREASED POPULATION SO IT CAN BE ACCESS BY ALL IS CONCERN.

- If we want to build a community with the proper resources at the community center, we should expand as the population expands.
- Important for a community to have a space for fitness and activities. So many more homes are being build.
- INCREASE SPACE FOR GROWING POPULATION
- Increased population
- Increased population around erie
- It is do important to have a rec center that can accommodate Erie's growing community! It provides a safe space for teens and offers so many activities that build community. It is also a central spot within our community.
- It is essential to keep up the recreational facilities in the town with the rapidly growing population. Moreover, there is a need for adding some missing amenities such as Sauna and steam room.
- It makes sense for community resources to expand to our increasing population.
- It's necessary due to the growth of the town
- KEEP UP WITH INCREASING POPULATION.
- Meet population growth, affordable fitness & recreation for ALL, model for DEI
- MORE ACCESS FOR GROWING POPULATION
- More residents are coming in the near future so we need to be able to accommodate the growth
- NEED DUE TO MORE POPULATION
- Need to support the increasing population.
- Needed for the growth
- OUR COMMUNITY IS RAPIDLY GROWTH WE NEED TO BERG UP.
- Our town is growing at a significant rate and is out growing one rec center. Kids sports fill in minutes not giving everyone an opportunity to join. I hope this would help with that.
- Population growing
- Population growth and over-crowding. Modern amenities
- POPULATION INCREASING
- Population is exploding. The summer daycare sells out in 2 minutes. I assume other areas are just as popular even if I don't use them.
- Provide more options for a growing, more diverse community
- Rec center was built when Erie population was a fraction of what it is now, and is always crowded when we go
- Recreational facilities that match growth and population
- SUPPORT A GROWING COMMUNITY
- Support all the new residents moving to Erie
- The center is well used and many facets are unavailable because the town has grown so much.
- The city is growing rapidly, so community services need to as well
- The community center needs to grow with the town
- The community has expanded quite a bit and the facilities likewise need expansion.
- The community is expanding so our offerings should expand as well

- The community is growing and so is its needs
- The community's population is growing, so expanding services is necessary.
- The Erie population exceeds what the rec can offer
- The facility needs to keep pace with the growing population and facility needs
- The growth of Erie's population has outgrown what the facilities can offer.
- THE GROWTH OF THE TOWN MEANS MORE PEOPLE KING THE ECE
- THE POPULATION IN GROWING
- The rapidly growing Town
- The size of the rec center is getting out paced by the population growth in Erie. Most municipalities have more than one rec center.
- The space is not large enough to support the current size of the Erie community. As the community continues to grow this issue will get exponentially worse.
- The study makes it clear the expansion is needed
- The town has grown and the rec center needs to grow with it to support the growth.
- The town has grown enough that we need to expand. The town needs to offer a town a community wide pool, as not many communities have them.
- The town has grown significantly and the spaces available are always full. We need increased capacity and amenities.
- The town has outgrown the space.
- The town is getting so big and we need more space for all the residents. Plus with all the families here its hard to know if we get a spot at the kids station
- The town is growing and the Rec center needs to grow with it.
- The town is growing and with that, the existing recreation center will not be able to accommodate more residents.
- The town is growing exponentially, the rec center needs to keep up with that growth.
- The Town is growing rapidly and while we need more space like this, there are other concerns surrounding roads and water costs which are more important.
- The town is growing significantly and the ECC facilities have been underserving the community due to capacity constraints easily since COVID. Increasing staff would also help significantly by making larger events like youth sports run more smoothly.
- THE TOWN IS GROWING SO MUCH. PEOPLE NEED PLACES FOR RECREATION.
- The town is growing too fast. So that evderyone can use it.
- The town is growing. The facilities should grow too. The weight room is way too small.
- The town of Erie continues to grow in population, and the ECC was not built to handle this many people. It needs to be expanded and upgraded to meet the needs of the growing community.
- The town of Erie is expanding rapidly with all the high density building going on. Most of the new neighborhoods don't have recreation facilities, thus the town needs to expand it's facility to accommodate population growth. I will start an insurance plan later in the year that has a fitness center benefit and I saw that Erie community center is in the network. I might get a membership with the community center when my insurance plan starts.
- The town of Erie is growing rapidly and if capacity is high it will only get worse

- The town population has exceeded the commercial resources we have in place, the ECC being one of them. Rec league youth sports have become competitive to enter into and that feels largely problematic considering how many families live in the area.
- The town population has grown considerably and the rec center is no longer large enough to support the community
- THE TOWN TO GROWING
- THERE ARE TOO MANY PEOPLE IN ERIE FOR THIS FACILITY
- This is a growing community, which will inherently put pressure upon the current space and program limitations. Planning ahead provides attention and funding opportunities to avoid "emergency" situations that lead to unforeseen costs and energy put into a fixing mode.
- To accommodate the significant town population growth
- To better serve the needs of growing population
- To keep up with the growing number of residents
- TO LATER TO GROWING POPULATION.
- TO MATCH GROWTH IN POPULATION
- To support growing population
- TO SUPPORT THE GROWING POPULATION IN THE ERIE COMMUNITY
- To support the growth
- To support the growth of our town. More facilities, classes, and space
- Too many people live in Erie for the size of the Rec Center. Pool is too small.
- Town growth
- town is growing, need more space
- Town population growth.
- Town population is increasing. Center space limitations are only going to get worse.
- USE IS GROWING
- WE ARE A YOUNG GROWING COMMUNITY AND MUST PLAN FOR FUTURE GROWTH.
- We are growing while I don't use it much it is a great community amenity.
- We feel as the community grows it is important to expand to the growing community
- We have an increased number of families and people moving to Erie
- We have more people and need more space and equipment
- We're over 40,000Residents now
- WITH THE GROWTH OF ERIE, THE COMMUNITY CENTER ALSO NEEDS TO EXPAND.

Adds value to the community

- A community center and hub that benefits the community.
- A SAFE; INTERACTIVE SPACE, FOR GATHERING & CONNECTING W/COMMUNITY
- Adds value to the community. Need more senior programs.
- Better for the community
- Center of community engagement that brings people together and offers activities for youth that keeps them interacting with others.
- Community centers are vital to support low cost access to programs across many demographics. We don't currently use the community center facility in our family, but recognize that it provides a huge service to the community.

- Community enhancement
- Community health
- ECC is a great asset for the community.
- Enhance overall quality of life in Erie
- Enhancing quality of life for seniors
- Even though I am not able to use the facility, important that my community has this service. Fosters a strong sense of community for young families and retired people.
- Exercise and community are huge for mental health.
- Good for a strong, vibrant community
- GOOD FOR COMMUNITY
- Good for the community
- Good for the community
- Good resource for the community
- Having a community center is important for the town and across all age groups.
- Having a place for the community to get together is key to a strong community - it should be inexpensive to free for all people to get involved - which is how it's set up now.
- heart of community, connecting people, keeping people active
- I believe it is important to provide a space for youth to spend time to meet friends, stay active and keep out of trouble.
- I BELIEVE IT'S IMPORTANT FOR CITIZENS TO FEEL CONNECTED AT OFFER UPLOADS FOR HEALTHY LIFESTYLES
- I like having it available, and it improves quality of life for people in the town. If it's being used heavily, then it makes sense to expand it.
- I support a thriving community
- I think it's an important part of a strong, vibrant community
- Improving quality of life for Erie residents
- IT CAN ONLY IMPROVE OUR COMMUNITY
- IT IS A GREAT SAFE SPACE FOR KINDS AND TEENS
- It is important to have a safe, clean, collaborative and fun space/center for people of all ages: youth/kids, middle schoolers, teens, adults as everyone ages. It's essential to keep Erie a community.
- It is our community and we should enrich it and keep our property and lives valuable
- IT IS VERY IMPORTANT TO A COMMUNITY
- It provides a greatly needed, well maintained essential outlet for community engagement, exercise and youth sports.
- It supports the better good for Erie.
- It's an important part of our community.
- It's beneficial to the community
- IT'S ON IMPORTANT SERVICE FOR OUR COMMUNITY
- It's the best thing that the town government can do for the community in order to build a better sense OF community
- ITS IMPORTANT TO HAVE A SPACE WHERE WE CAN ONE DAY BRING OUR FAMILY

- More and better resources make Erie a better place to live and play. Everything from community connection, mental health to improvement to property values.
- PROMOTE A HEALTHY CONNECTED ENGAGED COMMUNITY ITS ONE OF THE THINGS ABOUT ERIE!
- PROVIDE A PLACE FOR COMMUNITY SERVICES
- provide better community support
- SENIOR AGING IN PLACE IN ERIE WITH GRANDCHILDREN ALSO RESIDING IN ERIE WITH THEIR PARENTS.
- Supporting community needs should be paramount.
- Taking care of Community is extremely important and expanding the center will expand community opportunities
- The community center and it's surrounding area is a key part of the city. Having such a facility in the city center is valuable to all citizens.
- The community center does a good job providing a variety of activities to residents of all ages and various interests. It is important to continue to do so.
- The community center is one of the primary hubs of our community, bringing together all sorts of folks, and promoting mental and physical health. It benefits us all to invest in it.
- THE COMMUNITY CENTER IS THE HEART OF ERIE
- The community center provides essential support and programming for the Town.
- THE ECC AMENITIES HELP MAKE ERIE A GREAT PLACE TO LIVE. THE PARKS TRAILS ARE WHAT WE USE.
- The ECC is my favorite thing about Erie. It lacks in food and shopping choices, but the community center is excellent.
- THE MORE SPACE PEOPLE ENGAGING IN ACTIVITIES. THE LESS CRIMES LIKELY COMMITTED BY RESIDENTS.
- The multiple benefits that it provides the Erie community
- The programs and opportunities it offers are great, so as many people as possible should be able to use them.
- The Rec Center is the Heart of the Erie
- These types of facilities are very important to many people
- This is a wonderful community resource and something I brag about to out-of-town friends/family. Due to the increased population of Erie, it only makes sense to expand the ECC to catch up.
- This space is critical to the community and due to the restrains on space and capacity of program offered we are not able to use it as much as we would like. Having a place for your kids to learn to swim or get exposed to different programs should not be the limited resource that it is where only the few and extremely lucky are able to participate. The growth in our town has been exponential and we need a community space with programs that can support the entire community instead. We currently do most of our programing in Fredrick simply due to the fact that they have availability.
- When I am in the Community Center, it is ablaze with activity! this is where community happens & friends are made. We need more space for this! I heard there was something in

the works for a 'performance center"' and I thought, why? A community center is where the action is~ more room, more space equals more community.

The ECC is small / overcrowded

- After work the gym is packed, unable to find treadmills, bikes, squat racks, etc. The basketball court is full. Swimming lanes are only open two evenings and are always full.
- All parks and recreation areas, along with kids sports are grossly overcrowded. We use Lafayette and Louisville facilities. Erie is over populated and has missed the opportunity to expand its parks and recreation.
- Always busy
- ATTENDED SEVERAL FITNESS CLASSES THAT WERE OVER CROWDED
- Basketball courts are always way to crowded, we can't even play (especially with younger kids ~5-10 years old). Need to have open courts to play even when rec basketball is going on during the winter. Kids rec programs are over capacity and kids sometimes can't even join and have the opportunity to play because teams fill up within minutes, worse than trying to get concert tickets! Need more machines and free weights in the weight area.
- BECAUSE IT IS ALWAYS BUSY IT WOULD GIVE MORE OPPORTUNITY FOR RESIDENTS OF ERIE.
- Because it's to small
- Can't get into the programs I would like at the current center. We had a membership but cancelled because while the facilities were good, it was too small and felt crowded. Especially the pool. Would really love another indoor pool.
- Capacity of existing facilities
- CAPACITY SHOULD KEEP UP / DEMAND IS MAINTAIN QUALITY IS ACCESS
- CENTER IS HEAVILY USED, IT IS THE PLACE TO BE!
- Classes are often full or you have to sign up the moment enrollment opens. There is a high demand, and sometimes I'm unable to participate in the activities because I didn't sign up before it was full
- Crowded gym, crowded weight training and workout areas
- Current track and fitness machines are becoming over-populated
- CURRENTLY TO CROWDED TO USE NEED MORE NATIONS
- Erie rec too small for volume of families in erie now
- FITNESS AND WEIGHT AREAS ARE TOO CROWDED.
- Fitness classes are too full. Recreation areas are small.
- Hard to find classes for the kids that aren't at capacity
- Have a teenager who is using the facilities more. I gave up using the fitness areas because its too crowded.
- I currently don't use it as much as I would like because it's always very busy
- I do not participate in using the facility due to crowding
- I love the community center, as a town we've simply outgrown it. Too crowded.
- I nave been here since the beginning, the ECC is getting crowded, and it will get more so as the build out continues. It is a wonder that people don't get injured in crashes due to overcrowding the walking track.
- I play indoor pickleball and it is crowded and the times available are not always correct fo rme
- I tried the gym there years ago but it was so small I never returned.

- I use the space daily and it has become increasingly crowded.
- I want utilize facilities but currently they're too Limited
- It can be crowded and busy.
- It gets crowded often and negatively impacts my family's ability to use the facilities.
- It is always very crowded
- It is far too busy to enjoy now
- It is often crowded at the weights/track- it would be great to have more space. Also, another gym would be nice for kids volleyball or other things.
- IT IS UNDERSIZED FOR THE COMMUNITY. WE USED IT EXTENSIVELY YEARS AGO.
- IT WAS TOO SMALL WHEN IT WAS BUILT-BETTER PLANNING WOULD HAVE MET NEEDS GOING FORWARD.
- IT'S ALWAYS BUSY LIMITING MORE USAGE
- It's crowded at the rec center
- It's getting crowded
- It's over crowded at this point but clearly very important
- It's small, doesn't offer any lure, and boring
- It's too small
- It's too small for our town size
- It's too small for the amount of people who frequent the facility.
- It's too small.
- IT'S USUALLY VERY BUSY WHEN WE VISIT & CLASSES FILL VERY FAST.
- IT'S VERY CROWDED
- its outdated and too small
- Limited spots for youth programs, including swimming, recreational, and summer camps
- Love having rec center here but went to a different facility due to it being over crowded in workout area
- Machines are tight, classes are tight, space is tight. Kids have so much, adults don't. And, when the kids are in the gym, they take up so much! And it's so loud!
- Maybe having it less crowded would be beneficial.
- NEVER ENOUGH OPENINGS FOR CHILDRENS PROGRAMS
- NEWLY EVERY TIME I GO NOW, PARKING IS CONSTRAINED. INSIDE IS CROWDED. SIMPLY TIME TO EXPAND. LOCKER ROOMS ALSO.
- Not enough room for the current size and number of people who use it
- Not enough space for the youth programs
- Operating beyond current capacity. Facility is overrun with children at all times and the gymnasium is particular hard to find empty, especially for adults that want to play sports (basketball, volleyball, indoor pickleball) without children.
- Over crowding
- OVER CROWDING
- OVER USE IS HAND ON A BUILDING
- Overcrowded. Also, the pool is too cold for my children. It's a known thing amongst parents that Erie rec is "the cold pool"

- Plan on using the center more often. Sometimes it feels very crowded. And the city has added many homes. This is compensate the population increase
- REDUCE OVER CROWDING
- SMALL ROOMS FOR FITNESS CLASSES, CLASSES FILL QUICKLY, LARGER POOL, OUTDOOR POOL
- So I can actually get a treadmill and work out there. Currently it's so busy I no longer go and found a gym elsewhere. Also this should be for Erie residents only and no one that lives outside Erie should be allowed to use the facilities
- SO IT'S HOT CROWDED
- So many people the swimming pool feels like a bath tub.
- Some indoor fitness classes are being filled very quickly and some classes are very crowded.
- Space constraints moreServices
- SPACE LIMITATIONS FOR MEETINGS & ACTIVE ADULTS
- Stopped using it because it was so overcrowded. I would actually use it again if it expanded
- The center is too small!
- The classes and wait lists are full, you have to be a professional coder with the help of a bot to get your kids into rec sports. It should be so difficult, the rec center offerings need to grow to match the town.
- The Community Center is over capacity. There is a need for more drop in fitness space, more fitness studio space, more room rental space and space for programs and sports
- The current center feels cramped and overcrowded when we have been there. That is the main reason we do not use the community center.
- The current community center is too small and doesn't offer enough space for everyone to use it. Especially open gyms.
- The current facility is great, but there are times when it is so crowded it is almost unusable. Would love to see increased capacity.
- The current layout/size is too small, there are lots of times we go and immediately leave because there isn't any room to do anything, or courts and such are taken up by league games.
- The current rec center is too crowded in the weight room and doesn't have enough space for treadmills and cardio machines.
- The ECC is currently very small and feels crowded for most activities.
- The facility and offerings are too small for out community and it will negatively effect our community and property values longterm if we do not address.
- The facility isn't sized to today. It's sized to the past.
- The fitness space is difficult to get all of the exercises one would like to do within an hour, because of the heavy use of equipment, even at the "slower" times of the day.
- The fitness space is pretty cramped
- The group fitness spaces and meeting rooms/party room needs expanded. The pool HVAC struggled last summer, and staff needs a little bit more space.
- The gym is often overly packed
- The gym is too small and crowded

- The programs offered are often unable to be utilized by residents due to them being full causing residents to miss vital opportunities to engage in our community as well as maintain fitness goals.
- The rec center has become overcrowded and unable to accommodate the ongoing growth of Erie. It also lacks amenities offered by other nearby fitness-oriented locations and costs more for fewer benefits.
- The weight lifting area needs to be 5 or 6 times the size it is to properly accommodate the demand and to make it more profitable to the city
- There are never any lanes open at the pool, and the teenagers take up so much space in the weight lifting area
- There have been difficulties registering kids for youth sports and activities because the demand is high but there isn't enough space.
- There's not enough room and the way that the complex is structured there's a lot of wasted space there's also no sauna or other amenities which make other gyms a better option. They also recently raised prices which makes other gyms a better bargain for the money.
- To have more room for exercise machines/weights
- TO MAKE MORE USABLE. WE QUIT GOING DUE TO BEING TO OVER CROWDED.
- Too crowded areas with the equipment used, to crowded pool.
- TOO CROWDED NEED TO GROW W/ERIE
- TOO CROWDED, NOT ENOUGH WRIGHT EQUIPMENT AND ROOM.
- Too crowded. Limited programming for adults that doesn't fill up right away.
- Too many people got the size of our community center
- Too small for big town
- Too small group fitness rooms
- TOWN IS GROWING FIRE NEVER HAD A PROBLEM BUT OTHER C/ NOT GETTING ACCESS TO EQUIPMENT ETC.
- Unable to get my child signed up for recreational activities due to lack of staff and space. Each time I attempt Erie I get placed on a wait list
- We don't visit or participate in youth sports because it is so over run with families. We go the YMCA or Lafayette Rec instead.
- we dont go much right now because it's too cramped and crowded
- We have a hard time finding open lanes during free swim hours.
- We love the rec center and know others do too. If we can make it a little less crowded and offer even more, we are all for it
- We used to be very active when our kids were younger. They are adults now and I've heard the community center can be very crowded so I just don't go for any adult programs. More space would be beneficial.
- Weight machines are often very busy and you have to wait to get onto a machine or at very busy times any machine.
- Weight room area and cardio is WAY too small. Spin class has to use tiny rooms for the core portion which isn't sustainable.
- Weights and resistance machine area is frequently crowded and waiting time for each machine is significant. Larger area with more machines would be helpful

- When working out I have to wait sometimes for equipment.

Should offer new / improved services

- A BETTER BIGGER BUILDING WILL BETTER SERVE THE COMMUNITY
- A new, second facility would be preferable as it would make overall facilities more accessible to more Erie residents.
- ACCOMMODATING GROWTH (NEW BUILDS) ALLOWING FOR EXPANDED YOUTH OFFERING.
- Addition of sauna and steam room
- Additional space
- additional space for additional participants. Keep up with population increase.
- Additional space for youth programs and dedicated fitness space
- AVAILABILITY OF FREE WIGHT'S, EXERCISE MACHINES
- Basketball gymnasium
- Better facility. I would like an outdoor pool, sauna and better wifi at rec center
- Better pool
- Bigger fitness area and more equipment
- BIGGER LAP POOL
- Bring back water aerobics for handicapped individuals and elderly with knowledgeable professional
- Build capacity for adult physical activity and community
- exercise area needs more equipment
- Expanded fitness in additional gym/pool
- Expanded fitness space
- expansion of availability to classes, recreational activities, and expand caliber and capacity of rec center
- Extended aquatics hours and space, more class offerings, make it more worth the cost of a membership
- Facility needs additional space for fitness with increasing community use. Also feel wellness and other offerings are essential to support the varied age groups in Erie.
- FACILITY TO SMALL NEED BIGGER SWIMMING POOL. MORE LANES IN POOL
- FITNESS SPACE AND SWIMMING POOL NEED TO BE EXPANDED
- Fitness spaces!
- FITNESS, MEETING ROOMS
- Get better programs and more diverse
- GETS A LOT OF USE NEEDS A LAP POOL
- Greater program potential to meet the expanding population and needs of the community.
- Having room for a swim team would be great
- HOPING MORE DROP IN FITNESS CLASSES COULD BE OBSERVED THROUGHOUT THE WEEK
- I have used the center and it does feel dated and needs renovation
- I HOPE THEY IMPROVE THE BATHROOMS (STEAM ROOM)
- I support expanding, only if it includes a larger pool area.
- I support expansion and would like to see additional amenities for recovery like a steam and sauna room.

- I SUPPORT THE EXPANSION BUT WORLD LIKE TO INDUSTRIAL IF SEPARATE 2ND FACILITY IS AN OPTION.
- I think a community center for the people of Erie is great. If there was a slightly larger pool that had more lap swim abilities I would use it more. Understand the need for kids areas, but seems as iff it is challenging to get times for lap swimming. A more robust facility would possibly get used by more residents.
- I think there needs to an outdoor Olympic pool with a bubble over during the winter. This would allow much more programs and opportunity.
- I would support expansion if the pool area was expanded and improved. In my view, this is the biggest limitation of the facility and the reason my family doesn't use the ECC more. A larger 6-8 lane lap pool is needed.
- I'm hoping we can have a competitive pool where we could attract or have a club level swim team. Sport court inline rinks would be a. Great addition to the programs you have to offer with a rec league inline hockey league
- If it's needed. Prefer an indoor pool with more lanes be added than some of the items listed.
- Improve fitness area
- Improve the facility
- Increased amenities and offerings.
- Increased exercises spaces and equipment
- Increased needs
- It might help make the program more friendly for more people
- It will enhance the ability of the ECC to provide additional programs and facilities for the residents of Erie.
- IT'S IMPOSSIBLE TO GET INTO YOUTH PROGRAMS FITNESS CLASSES FILL UP TOO FAST.
- KIDS PROGRAMS
- Lack of gym space and opportunities to use it
- Larger facility with more room for access to classes, activities, programs and equipment.
- Larger pool for adult use.
- Larger space needed and update to facility and equipment
- Larger with outdoor pool
- Limitation of space & rooms
- make the community and especially fitness classes available to more people
- MORE BASKETBALL COURTS AND BETTER INDOOR POOL
- More Drop in options, more programming
- More equipment and more availability in classes
- more fitness area
- MORE FITNESS CLASS & YOUTH SPORT OPPORTUNITIES
- MORE GYM SPACE, MORE MACHINES, LARGER KID STATION (EXTEND THE MAX AGE!)
- More kids activities and open hours for general use
- More offerings and nice facilities are important for the Town.
- More open court use (indoor and outdoor), more courts and fields for youth sports, more open pool use, etc.
- More opportunities for fitness and activities

- More opportunities for local exercise and activities
- MORE OPPORTUNITY TO ATTEND FITNESS CLASSES ETC.
- More programs
- MORE PROGRAMS, EXERCISE CLASSES, SENIOR ACTIVITIES TO MINOR LOUISVILLE REC CENTER
- MORE ROOM FOR FUN!
- More room for the growing town of erie
- More room needed
- MORE ROOM, MODERNIZE EQUIPMENT
- MORE SERVICES, MORE OPPORTUNITIES
- MORE SPACE
- More space and activities for community events and residents. Would seem less crowded and more opportunities.
- MORE SPACE AND MODERNIZE ALL SYSTEMS
- more space for more activities
- More space for treadmills and weight room! Usually the machines my trainer wants to have me use are busy.
- MORE SPACE IN EXERCISE ROOMS SO YOU AREN'T PUT ON A WAITLIST
- More space/capacity for youth sports. Would like to see expanded offerings beyond 13 years of age. If they don't make the school teams, older kids have limited options for organized sports. Not everybody makes the school team.
- more things for senior adults
- MORE WATER SLIDES!!! FITNESS AREA NEEDS TO BE 3X BIGGER
- MORE WEIGHT TRAINING SPACE, MORE POOL SPACE, CYCLE ROOM NOT JUST FOR CLASSES; WHAT ABOUT NEW (ADDITIONAL) REC CENTER?
- More youth space is needed.
- Need a bigger fitness space and weight room
- NEED A LAP LANE POOL W. DIVING BLOCKS. START A USA SWIM CLUB.
- Need for additional local affordable fitness opportunites, class offerings, youth summer camps, larger pool or additional pool.
- Need for increased weight room space, increased aquatics space.
- Need for missing services, reaching those in need of services and to build community.
- NEED FOR MORE SWIMMING LANES
- Need larger fitness space
- Need more gym space
- NEED MORE POOL LANES!!!
- NEED MORE PROGRAMMING FOR KIDS. NOT ENOUGH OF YOUTH SPORTS COMPARED TO SURROUNDING COMMUNITIES
- Need more room for exercise classes and expansion of pool.
- NEED MORE SPACE FOR FITNESS EQUIPMENT
- NEED MORE SPACE WITHIN YOUTH SPORTS, EXPANDED AREA FOR SENIOR CLASSES PARKING
- Need more spaceFor weight room

- NEED MORE SWIMMING LANES
- NEEDED-BUT SHOULD NOT GO OVER BUDGET OF 30 MILLION
- needs to ne bigger
- NO PARKS OR OTHER OUTDOOR ACTIVITIES ARE AVAILABLE, ERIE COMMUNITY CENTER EXPANSION WILL ALLOW GROWING ERIE POPULATION INCREASED RECREATIONAL FACILITIES.
- NO SPACE, NO POOL SPACE, NO WORKOUT MACHINES
- Outdoor pool would be an amazing add and a reason for us to get a membership.
- Programs and resources for our future children
- Provide more services to the Erie community
- RAPIDLY GAMING AREA NEED MORE RESOURCES
- Simple need for more space and amenities, larger pool, and larger indoor playground.
- So many families in town in need of family and youth-oriented programs
- Swimming pool and indoor playground are too small
- The current fitness machines are sad and there is not enough of the machines. This really needs expansion and big time modernization. If you want to support the aging residents, this is a must since weight lifting is essential for their overall health, along with classes for them.
- To make it easier to use the fitness equipment
- Update the space and offer more activities for all ages and families
- WATER AREAS-POOLS & LOCKER ROOMS CROWDED NOT ENOUGH SPACE FOR SUMMER PROGRAMS
- WE NEED A PUBLIC OUTDOOR POOL
- We need an outdoor pool.
- We need more space for exercise. Multiple areas for weights.
- We need more space for physical activities, conference rooms need to be reallocated for activities
- We need to increase capacity for fitness equipment and programming usage.
- We would use the pool daily if it was suitable
- Would be great to enhance an existing facility but that's a big cost.
- WOULD LIKE TO SEE MORE LANES FOR SWIMMING A LAP POOL
- Yes but we need more senior programs
- You don't mention this as a need but compared to other nearby town's Community Centers supporting programs for adults is very, very limited and is sorely needed. Really just one small room. Limited programs. I wish there were more which would give seniors more ways to feel included in the community. You don't even mention it as a need which is too bad - doing so would increase my support for the expansion.
- Youth activities, but our main area of support would be for youth football fields. The kids are practicing in the dark, unlike other neighboring towns.
- Youth and expanded fitness spaces.
- Youth sports capacity, gym availability.

I'm a current / future user

- Agree on need for expanding fitness spaces as that is where my family spends most of their time when visiting the ECC.

- As a frequebnt use of the Community Center it is important to my physical and mental health. Also, I feel it is importatant to the quality of life in the Community.
- As I get closer to retirement I would be using the community center more and would benefit from the improvements
- As my family grows in age i look forward to using more amenities of the ECC. Currently we're limited by kids schedule. But as my kids get older I'd like to participate more.
- BEING AND REMAINING PHYSICALLY ACTIVE IS NECESSARY FOR LIFELONG HEALTH & WELLNESS.
- CONTINUED USE OF PROGRAMS & FACILITIES BY OUR FAMILY
- Future use in retirement
- I have been a member of the Rec Center for almost 14 years, I go 5 days a week and use the gym area, weights and track. I feel that they need more mats and stretching spaces set up in the corners on the track, remove some of those larger pieces to the first floor. Also, I suggest for the upstairs restrooms, along the wall behind the free weights, please change the locks so a person can see if it is vacant or in use. People leave the doors open to show not in use. I really do not like looking at a toilet, especially after a man has used it and left the seat up. New locks will solve that problem. PLEASE PLEASE PLEASE in this expansion, we want and NEED, yes I said need an outdoor swimming pool. Not every neighborhood has a community pool and we, living in such a hot climate during the spring, summer and fall months need an outdoor pool. I also think adding this to the tax is a smart idea. We have a number of businesses that other residents from other towns shop here. For example King Soopers, plenty of non Erie residents would help fund this project! Please, please and please... Do NOT add this to our property taxes. That is not a smart plan, because all you are doing is asking the residents of Erie pay higher when sales tax would work and spread the funds to non residents. If they are buying a cup of coffee, $.03 is nothing to them!
- I only use RB courts. I use Lafayette Rec Ctr for all other activities (weight training, Pool, Outdoor hotub, steamroom) due to Erie Rec ctr lacking these amenities!!
- I use the facility often as do my neighbors.
- I use the gym and it could use improvements
- I use the services provided and so do my grandchildren. However - areas of ECC seem underutilized during week days. I'd advocate for a sports center instead of expanding ECC.
- IF WOULD MAKE IT EASIER TO USE THE FACILITY
- My family and I use the Comunity Center extensively. While it doesn't feel overly crowded, it does feel very busy at times and I'm sure this will only increase as more homes are built in Erie. For the community center to remain a useful quality of life additon to Erie, it must grow as the town grows.
- My family and I would use it more if there were more amenities available.
- My kids are getting old enough to start using the space
- Though my wife and I, as retirees very busy with a new house, have only had opportunity to use the Erie Community Center one/twice per year, we plan to use it more in the future and consider a robust community center as an essential element for a vibrant community. We love Erie!
- To begin using the facilities full time

- Use the facility most days and love it but needs an update. More gym space for the kids, more equipment and space in the fitness center, and an outdoor pool would be amazing.
- We intend to start using the facilities and would like access to facilities and programs
- We use the facility daily and believe it is important to make sure it continues to have the capacity for the growing population so it doesn't feel over crowded.
- We use the rec center weekly and the youth sports program.
- We use the rec center weekly if not daily and would love more space to work out, play, and meet with friends, especially in the winter!
- Young family here in Erie- looking forward to utilizing the ECC for many years to come.

To support active health

- 1. FITNESS OR ALL 2. SAFETY 3. NEED MORE ROOM
- For physical and mental health of residents and to promote community connection.
- Helping those who want to help themselves find programs to help them maintain a healthy body, makes for a better quality of life.
- I believe in wellness
- Older adults need a place to keep active.
- PHYSICAL AND MENTAL HEALTH
- Physical fitness is essential to the well being of people of all ages - overcrowding or lack of adequate facilities creates unnecessary stress rather than relieves it.
- Promoting an active lifestyle in the community
- THE TOWN IS BETTER WHEN PEOPLE EXERCISE.
- To make Erie a vital community and the ECC is the hub-- needs more enhancements to provide more offerings for more classes and activities,
- TO SUPPORT HEALTHY LIFESTYLES FOR YOUNG ADULTS, FAMILIES AGING ADULTS.
- Wellness is essential for our community and this seems to help.

Other

- Adding capacity would be value added, but $30M sounds like too much of an investment into the current facility given it is still being financed from 2008.
- All identified needs listed above
- All of the above
- BETTER COMMUNITY BUILDING
- BUILDING UPON A GREAT FOUNDATION
- Currently we use the Broomfield Rec Facilities because the offerings and spaces are so much nicer than Erie's.
- Erie should be the place you have no reason to go to other cities
- Even though I don't use it, I know it's important to be able to handle the usage it does have.
- Expanding what is currently there makes use of the centralized location the building currently sits at and continues to hold true to one connecting point for the community rather than spacing out programs across different facilities. Granted...parking would need to be prioritized.
- Expansion to keep moving forward.
- EXPIRED YOUTH SPORTS

- FITNESS CLUB AVAILABILITY TURNOVER OF AVAILABLE FITNESS EQUIPMENT
- Free or almost free activities are needed. Many households cannot afford a rec center membership. Having extra rooms to hold community events opens the buildings use up for an entirely new group of people.
- I do think we need more space and this could work but would ultimately prefer a second rec center to solve these problems and create a more fitness style aquatics area (can we please get a city wide swim team?)
- I SUPPORT, BUT MAYBE NOT AT 30 MILLION. I'M AFRAID EXPANDING WILL LEAD TO ALLOWING FOR MORE NEW HOMES. WE SHOULD ACCOMMODATE CURRENT RESIDENCY, NOT FOR TONS OF GROWTH
- I travel to Lafayette for gym... would much rather walk to my local Center.
- I WOULD LOVE TO SEE A REC CENTER LIKE LOUISVILLE
- I would rather a second center being built, the town has already outgrown the existing facility.
- Increase ease of access to activity spaces.
- Increases property values and ability to attract young families.
- It can only help
- It is needed
- It's an important amenity that helps outweigh the drawbacks of living in Erie, such as unchecked growth, fracking, and airport noise.
- Keep things updated
- Keeping Erie as the best place to live requires continued investment as the town grows.
- Make me want to come more often
- More equipment space so the walking/running track is not crowded with equipment, hopefully the ability to use the weight machines without as long of a wait time, more room for other events and activities
- Most rec centers in the denver metro have steam room and sauna, we really need that.
- postponing upgrades is not good for the facility or for the town
- PROVIDES OPTIONS TO KEEP PEOPLE IN ERIE VS GOING TO OTHER LOCATIONS
- Providing adequate space for everyone to enjoy
- Put more money into this
- QUESTION 3
- Rec center gets a lot of use!
- RESTAURANTS, MEDICAL (MENTAL HEALTH), VALUE-ADD AMENITIES
- So that more people have to ability to use the space
- Somewhat support means depends on how it is financed.
- support increased capacity needs
- THE BETTER IT IS, THE MORE PEOPLE WILL USE IT.
- THE COST!!
- The results of the study.
- The use of more space. Concern for Erie not to pay for it twice like the bride.
- THERE ARE MANY FAMILIES AND KIDS THAT NEED TH SPACE COST
- THERE ARE NO COMMERCIAL GYM NEARBY, YOUTH, KIDS AREAS, 100 SEE GYM AT LOVER CAPACITY

- TRAVELING TO OTHER CENTERS THEY ARE LARGER AND OFFER MORE
- Very important
- we used the rec center quite a bit when my kids were younger. It is essential to have reasonably priced activities for people in our community to participate in. I love what you do at the rec center and would love to see more opportunities! I'm not sure what is planned, but would love to see more art lessons or spaces, music spaces for people, theater or whatever :) I'm sure you all have great ideas
- WOULD LIKE TO MAKE SURE COMMUNITY OPINIONS ARE STRONGLY INVOLVED.
- Yall need it.

Question 4b: If you oppose expansion, what are your primary concerns?

The cost

- 30 MILLION DOLLARS THAT ERIE DOESN'T HAVE
- 30 million is an awful lot for those particular investments. There does not seem to be very much return on that giant investment
- 30 MILLION IS WAY WAY TOO MUCH $
- 30 million seems way too much. - focus on more senior center programs. Erie is a small town still and projected growth is steady but does not warrant a 30 million renovation right now.
- Cost
- Cost
- Cost
- COST - PRIVATE OPTIONS
- Cost / benefit
- Cost and not necessary
- Cost doesn't outweigh the benefits
- cost impacts non-users. property taxes are already too high. roads are terrible. home builders hiding costs in long term debt of metro districts. homeowners especially without children are being overtaxed for projects and programs that don't benefit them. Charge the users like area gyms, sports facilities, and group programs or associations or toll roads. Don't tax unwilling residents.
- COST IS TOO HIGH.
- Cost of expansion and the rec center seems fine
- COST TO COMMUNITY
- COST TO RESIDENTS-YOU ARE NOT GOOD STEWARDS OUR MONEY
- Cost to residents.
- Cost to taxpayers, encouragement of further increase in population and population density, and negative impacts of construction for extended periods of time. It is understandable, however, that an expansion will be needed at some point due to the increase in population that has already occurred and cannot be reversed. For the sake of growing families and especially their children, specific expansion goals could be reasonably funded and exectued over time.

- Cost, budget, ROI, management, administration, security, water consumption. Expansion for targeted expansion, and maintenance at a budgeted cost, is more sustainable.
- COST, POPULATION
- Cost. We have too many incomplete projects right now.
- costs, diversity of programming, money that will be taken from developing community parks like the blighted plot of land in the Compass neighborhood where a park was promised and has never happened
- I don't think the demand exists to support a 30M expansion. It's too much money
- IT SOUNDS EXPENSIVE ALREADY GET A POOL IT WORKOUT CENTER FROM MY HOA
- Money
- MONEY
- The cost of the expansion, could it be done in phases to stretch the cost out.
  Why not build 8 lane roads to, it costs money.

It will increase taxes

- Added taxes. City needs to fix and widen many streets in Erie.
- Additional tax increase which have been astronomical in Boulder county over the past several years
- Any tax increase, and there are private options for anyone that wants to pay for these things.
- DON'T TAKE MORE MONEY FROM CITIZENS,
- Don't want a tax increase
- expense, i.e. taxes
- finances - tax growth already too high
- HIGHER TAXES AND WASTEFUL SPENDING ON LUXURIES.
- Homeowner Taxes are already out of control, we pay so much for the largest county in colorado and I dont feel like our money is used in our community. So yeah upgrade if your going to make it happen with money you allready have. Otherwise stay out of my wallet. new police station and all your council people approve are more ****** housing projects, rental houses with not park space? really? the people responsible for that should be shot. I will not be voting any old members of anything back in next vote.
- How the town wants to pay for it.Raising taxes? No way!
- I'm concerned I'll have to pay more taxes to support the costs of expansion. ECC users should pay as they go.
- INCREASE COST TO TAX PAYERS
- Increase in taxes
- INCREASED TAXES
- like many times before, my taxes will increase - for no benefit
- Looks like you haven't managed your current budget and planned for future expansion accordingly. You already charge fees for all your programs and we already pay high property and sales taxes. No more taxes! Mange the current budget and plan for future expansion based on what services are being used.
- PROPERTY TAX PAYMENT INCREASES TRAFFIC INCREASES
- Tax increase
- Taxes

- Taxes are already way too high
- TAXES ARE TOO HIGH ALREADY
- TAXES ARE TOO HIGH ALREADY.) THE CURRENT BUILDING APPEARS TO SERVICE THE TOWNS NEEDS.
- Taxes.
- THAT IT WILL MAKE PROPERTY TAXES EVEN HIGHER THAN IT ALREADY IS
- THE CENTER BILLS COMMUNITY NEEDS AS IS EXPANSION MEANS INCREASING OUR TAXES.
- THE TAXES TO ERIE ARE ALREADY HIGH
- WE CAN NOT AFFORD MORE TAXES. PERIOD.

There are other priorities

- Erie should try completing something first. Like ridiculous road projects. Stop wasting our tax dollars .
- FOCUS SHOULD BE ON MORE IMPORTANT ISSUED I.E., ROADS
- Funds should be used for more urgent and critical infrastructure
- MONEY COULD BE BETTER SPENT ON AFFORDABLE HOUSING.
- Older community members who may not take advantage of the services offered will still be charged on their taxes for a portion of the $30MM cost. With the current excessive amount of rooftops in the pipeline to be built, the town needs to address other areas of concern - roads, water, traffic, school overcrowding, safety, preserving open space, the list is long
- THE INFRASTRUCTURES ARE MORE CONCERNING!!!
- The money can be better prioritized for more essential issues such as safety, traffic flow, and infrastructure. Create more spaces for Erie to have congregating commercial space.
- The town has many unresolved issues right now. The growth has outpaced the current infrastructure. The traffic is terrible. Speeding is excessive. Teens on motorized bikes are basically terrorizing the town. There is talk of building a water park, but we cannot even turn our sprinklers on in March. There is very little open space left and the Page property is likely to be developed as well. We could not even attend community events downtown last year due to the amount of traffic and limted parking. We have been here 8 years and the changes have not been positive ones. And, we still do not have a grocery store.
- The town has other needs regarding parks and recreation. Particularly for youth.
  THERE ARE BETTER USES OF OUR TAX.

It's not necessary

- ALREADY EXCELLENCY FACILITIES WITH LOTS OF SPACE
- Expansion is not needed at the current facility. An additional facility needs to be built
- I like the current rec center and don't 100% believe that an expansion is necessary. The rec center is busy, but busy is good and more might feel excessive or wasteful.
- I'VE NEVER FELT IT WAS TOO CROWDED. PERHAPS ANOTHER INDOOR COURTS FACILITY FOR KIDS SPORTS, BUT NO DIRECT EXPERIENCE.
- IT FEEL THAT ECC ACCOMMODATES ALL VERY WELL.
- Not necessary
- Not needed
- Not needed

- SINCE THE INCREASE OF FEES TO USE THE CENTER-LESS PEOPLE
- There are lots of private gyms nearby that are cheaper
- WORKS FINE.

I don’t use the CC

- Do not take part in any programs at the community center, charge people who use it for the renovation
- DONT USE IT DEFINITELY DON'T TO PAY FOR IT.
- I DO NOT WANT ANY ADDITIONS/TAXING FOR SOMETHING I DON'T USE!
- I DON'T CURRENTLY USE THE ECC AND THIS EXPANSION WOULD INCREASE TAXES MOST LIKELY TO PAY FOR IT.
- I don't use the facilities much.
- I don't want to pay for a facility that I don't use with property taxes or store taxes.
- I my opinion, what Erie needs is a better pool with a dive well, dedicated lap swimming lanes and not more gyms, fitness, and meeting rooms. I'm not in favor of a tax increase that doesn't support my family's needs.
- Money/taxes for facilities I don't use
- Residents who seldom use the facility will be having additional taxes.
- This the first I have heard about the Erie Community center. I have no use for it and feel like it is probably a facility that only benefits a small portion of the community while everyone has to pay for it. Increase the fees to pay for any expansion projects.
- We never use it. Taxes are already too high. Consider user fees to fund it. If you actually have 225,000 visits per year, apply a fee to get closer to covering cost.

The town had failed to properly plan for it

- Because the town had failed to properly plan for and fund any expansion of the community center. The town will want to raise taxes in some way to pay for something that should be budget for a the housing increased.
- Because the town should have included expansion plans consistent with the population growth. The town does not seem to be fiscally proactive. To expand something driven by population growth should have been funded as a function of develop not after the fact.
- The facility should have been funded as development increase as part of the development approval.
- The town did not fund potential expansion proportional to approved growth. Each development approval should have put money in a fund for rec projects and expqnsion.

Erie is overspending

- I THINK ERIE IS OVER SPENDING WITH POLICE EXPANSION AND THE NOW THIS.
- Mayor Moore has made it more than clear he wants the expansion and has wasted tax payer money on repeatedly asking the same questions over and over in these frivolous surveys attempting to get the answer he wants. Our tax money is not his playground.
- No more money to local government
- Please quit spending so much money. These taxes and utilities are so high that we no longer feel we can live in the city.
- Please STOP spending my money!

- THOSE ARE ALREADY A LOT OF FISCAL ABUSES IN ERIE.
- You're raising debt.

Other

- 30 M IS A LOT OF COMPETITION W/PRIVATE GYMS WALD EXPANDED HRS FACILITATE NEED MEET YOUTH NEEDS?
- It is not funded that I can tell.
- Making sure the tax money is being used wisely. Are each of these expansion areas utilized enough to support the expansion?
- Need more businesses in Erie, not housing and not more homes
- Parking, no trust in Erie planning committee, poor road infrastructure.
- PRIVATE ENTERPRISES NOT TAX DOLLARS CONSULTANTS TOWN
- The area around the rec center is lovely and well kept. Why not build a completely new center near the expanding housing?
- The community center needs to be free, it is already too expensive and I imagine these expansions will only increase the price of accessing these opportunities.
- The first few sections of this survey combine parks and trails with the Community Center. I support parks and trails, but not an expansion of the Center. Why would local government leadership want to fund and manage an even larger operation for functions that can be addressed and run by private enterprise? What government-run operation has ever been managed more efficiently and economically than a private operation? Let any of the Center's space or program limitations be addressed by non-government organizations, which are financed not by sales taxes, not by property taxes, but by user fees. There are several other projects (i.e.: infrastructure) to which our collective tax dollars need to be directed.
- The pace of expansion and ongoing development in the town of erie and the need to raise taxes to fund the project.
- The pool is terrible, if you don't plan on upgrading the pool then I am opposed. I use the Broomfield Community Center because of the pools. The ECC is terrible; it's like a camel which is a horse designed by a committee
- The town has sold its soul to developers without any requirement that they contribute to these types of things we need in Erie. STOP giving away Erie to developers without them needing to contribute to additional rec centers and/or renovating and expanding the Erie Community Center.
- Use existing property taxes for any or all expenditures.
- Waste of money to expand. As Erie is growing you should either look to build a new facility in a different part of town or allow the open market to cater to needs. There are gyms around Lafayette and Erie that currently serve residents.
- WHO WILL PAY!
- With the projected population of Erie growing even more, I do not think it is wise to expand the existing ECC. Instead, I believe a second facility is necessary. If the existing facility is expanded, by the time construction is complete, the population will already have outgrown it. I would be in strong support of any ballot measure or tax increase to support a second facility, but I strongly oppose any such increase to expand the existing facility.

- Would like to base decisions based on totally actual use numbers vs population and how our use compares to other municipalities. I personally do not use it and doesn't seem to be overly crowded other than peak times.
- YOU AREN'T DOING THESE.

Question 9: What most influenced your answer above? (Please describe briefly)

A. Preferred sales tax increase.

Property taxes are already high

- PROPERTY TAXES RAISES HOUSE PRINTS. EVERYONE'S HOUSE MORTGAGE PAYMENT IS AT A POINT THAT HOUSE CAN AFFORD MORE.
- Avoids property tax increas
- PROPERTY TAXES NEVER WENT FROM LIKE WE WERE TOLD-THEY ARE CRAZY ALREADY AND THEY ADDED MORE IN ERIE HIGHLANDS.
- PROPERTY TAXES ARE ALREADY QUITE HIGH.
- Property tax increases are not very palatable at the moment
- Property taxes are already to high
- Property taxes already too high.
- Not interested in Raising of property tax
- Do not desire to pay more property tax.
- Property taxes already increasing at a high level.
- AS A SENIOR PROPERTY OWNER, PROPERTY TAXES ARE ALREADY TOO HIGH
- PROPERTY TAXES ARE ALREADY TOO HIGH
- Others need the center. I absolutely positively do NOT want a property tax increase. Property taxes in CO are ridiculously high already.
- Our property taxes are already extremely high, especially for assessed home values that are significantly higher than the actual current sale values
- Living in a metro district already means high property taxes.
- I already pay too much in property tax due to the town shifting the infrastructure burden of new housing developments to me through a metro district. The tax burden should be spread across everyone in and around Erie who spends money here.
- Property taxes are already sky high here
- My property taxes are already beyond insane. With property value double what it was when I bought, this is the screw that keeps on screwing. I'd rather something I can control by not spending.
- PROPERTY TAXES ALREADY TOO HIGH
- PROPERTY TAXES ALREADY VERY HIGH (METRO DISTRICT)
- PROPERTY TAXES MAKE HOME OWNERSHIP MORE DIFFICULT
- AS A SENIOR ON A LIMITED BUDGET, PROPERTY TAXES ARE TOO HIGH ALREADY. FUNDING THE EXPANSION THROUGH SALES TAXES IS DOUBLE.
- I shouldn't have to pay taxes on property I already own.
- We are retired and on a fixed income. Our property taxes are already too high.
- PROPERTY TAXES ARE ALREADY TOO HIGH.

- I live in Erie Commons and we already have a ridiculously high property tax. It also seems like a better option to not just tax property owners but anyone who enjoys the restaurants, businesses and amenities in Erie.
- I don't want my property tax to increase
- Property tax is already expensive.
- Property taxes have become increasingly burdensome to seniors, young, and lower income households.
- Property taxes are already high
- We don't need any more property taxes. They are already very high and increasing them seems to be the answer for everything.
- Homeowners aren't feeling the brunt of the increase only with the sales tax. Property taxes are already high and families are feeling the strain.
- ALREADY SPENDING A LOT IN TAXES
- PROPERTY TAXES ERIE ARE ALREADY OUTRAGEOUS. IT'S FRUSTRATING THAT "METRO DISTRICTS" DON'T FUND THIS TYPE OF INFRASTRUCTURE EXPANSION.
- PROP TAX ALREADY HIGH
- Property taxes are already high
- Property taxes are too high already. You have to live somewhere but residents can control where they spend money and pay sales tax.
- I hate to see property taxes increase at all
- Property Taxes in Colorado are exploding already. Sales Tax increase allows visitors for softball tournaments and other reasons to contribute to the expansion.
- Property taxes are too expensive already.
- Too many property taxes
- Property taxes are already too high and I don't want to add one more thing. House values are inflated and the assessor never seems to want to lower valuations. They know the higher they value properties, the more they can collect. Once you increase property taxes they never seem to go back down.
- Live in metro district and property taxes are extremely high already
- MY PROPERTY TAXES ARE SO HIGH ALREADY
- I WOULD RATHER THAT OUR PROPERTY TAXES NOT INCREASE.
- Property taxes are too expensive in this area already.
- Property tax is already high and sales tax spreads the burden to all community members
- property taxes already high
- Property tax is already high and Erie continues to build rentals via townhomes and apartments where those residents aren't paying property tax. So homeowners are subsidizing funding for a substantial part of the town population.
- Property taxes in Erie are already very high
- Not interested in property tax increase
- Property Tax is more expensive than sales tax.
- PROPERTY TAX TOO HIGH NOW SALES TAX WILL IMPACT ALL RESIDENTS
- Already had increase on property tax
- property tax way too high currently, needs to be spread around

- Property taxes are already insane. Not going to vote for any property tax increase.
- Property taxes are high
- PROPERTY TAXES ARE ALREADY HIGH ENOUGH
- PROPERTY TAXES IN ERIE ARE RIDICULOUSLY HIGH. IT ALSO PENALIZES PROPERTY OWNERS.
- Property taxes are already high enough but adding a small amount to sales tax that everyone has to pay doesn't hurt.
- I don't want my property tax to increase
- OUR PROPERTY TAXES ARE THE HIGHEST AROUND (WE MOVED FROM BROOMFIELD PAY A LOT MORE IN ERIE)
- PROPERTY TAXES TOO HIGH ALREADY
- Already paying high property tax, want to encourage more buisnesses
- Property taxes are already too high, sales tax is gradual and barely noticeable increase spread out over many purchases.
- PROPERTY TAXES ARE JUST TOO HIGH NOW! SALES TAX INCREASE WOULD BE BETTER.
- Property taxes are already high
- Property taxes are high enough already
- PROPERTY TAX TO HIGH ALREADY
- We are home owners on a fixed pension, near the age of 65 and already can barely afford our property taxes.
- Property tax is too high already
- Property taxes are already too high (have jumped exponentially).
- Property tax is already way to high! If it is raised again we would more than likely look into moving outside city limits.
- PROPERTY TAXES ARE ALREADY INCREASING FAST ENOUGH
- Property tax increase fatigue
- With recent increases in property taxes, they are already too high. It is more equitable and efficient to spread the love among visitors and residence by utilizing a sales tax, which will potentially grow as inflation, naturally raises the price of goods. With Erie's potential expansion of the retail sector due to its building boom, this will add to the funding.
- Our property taxes have already jumped substantially in the last couple of years. It's already hard for people to buy a home in Colorado, I believe this would make it even harder.
- MY PROPERTY TAXES ARE ALREADY EXPENSIVE ENOUGH.
- PROPERTY TAXES ARE PRETTY HIGH ALREADY. SALES TAX IS DYNAMIC. I WOULDN'T NECESSARILY OPPOSE PROPERTY TAX INCREASE TO FUND EXPANSION - BUT I WOULD LIKE IT.
- Our property taxes are already too high but we do need an expansion
- Property taxes are already high enough
- OUR PROPERTY TAX IS ALREADY WAY TO HIGH
- Property taxes are already high thanks to allowing developers to create metro districts. Consumers can influence sales tax costs by consuming less.
- Property taxes are high enough.
- Our property taxes are already too high compared to other areas of Colorado.

- We already have high taxes here because of the municipal tax, bond and high water rates. Further increasing property taxes could hurt our property values long term.
- We are Erie residents who live in Boulder County, property taxes are already way to high.
- Property taxed are already high especially for those homes in metro district which are most of the new developments.
- Property tax is way too high in Boulder County
- Direct the most on my I creased taxes. Prefer it not be tied to my home value as property taxes are already very high.
- The property taxes in Erie are already way too high.
- PROPERTY TAXES ARE ALREADY TOO HIGH
- Property taxes are extraordinarily high here and getting prohibitive
- Our property taxes are already outrageous
- Property taxes are already too high.
- We pay way too much in property taxes already and see very little for improvements.
- our property taxes are already so high
- My boulder county property taxes are already extremely high and was just told they'd increase a few days ago. Its too much
- Property taxes are already high in Erie.
- PROPERTY TAXES ALREADY HIGH
- Property tax is higher than I would like particularly the metro district portion which is 33% of the total.
- Property taxes are already way too high!
- PROPERTY TAXES TO HIGH ALREADY
- PROPERTY TAX TOO HIGH
- Already high property taxes can deter potential buyers.
- MY PROPERTY TAXES ARE ALREADY HIGH!
- Property taxes are already too high
- PROPERTY TAXES ARE ALREADY HIGH. I WOULD RATHER SEE AN INCREASE IN SALES TAX.
- Very tired of additional property taxes. I already pay over $300 per year for our library. I like the library and use it on a regular basis, but I cannot justify the cost. It would be the same case with the Rec Center
- MY HOME TAXIS ALREADY VERY HIGH.
- Prefer not to increase property tax
- Property taxes are becoming unaffordable in Erie for many residents.
- THERE ARE ALREADY A LOT OF PROPERTY TAXES. IT'S A TURNOFF TO LIVE IN ERIE.
- Too high property taxes already
- PROPERTY TAXES ARE ALREADY TOO HIGH!
- TAXES ON RESIDENCES ARE ALREADY ASTRONOMICAL AND NOT TO TALLY FAIR BASED ON VALUATION
- DO NOT NEED TO PAY MORE PROPERTY TAXES
- PROPERTY TAX ALREADY WAY TOO HIGH
- Property tax too high already
- property taxes to high

- We don't want our property taxes to increase
- Property tax is already too high here with metro district.
- OUR PROPERTY TAXES ARE ALREADY TOO HIGH
- My taxes are high I'm a senior even to join the rec center is expensive...I still work so I don't get FREE access
- Property tax is already outrageous!!
- OUR PROPERTY TAXES ARE ALREADY VERY EXPENSIVE AND CONTINUE USING.
- I DO NOT WANT TO INCREASE MY ALREADY HIGH PROPERTY TAX
- PROPERTY TAX ALREADY INCREDIBLY HIGH & CONTINUES TO INCREASE.
- I WOULD NOT LIKE TO SEE MY PROPERTY TAX INCREASE. IT'S ALREADY HIGH.
- My property taxes are already a lot.
- Property taxes have risen faster than sales tax, bordering on untenable.
- Property taxes are already very high
- property taxes are high enough. open a dispensary to help fund this
- PROPERTY TAXES ARE A BIGGER STICKER STOCK. THAT SMALLER SALES TAX SALES TAX IS EASIER TO STOMACH BUT IF IN EXPECTING IT THEN THATS FINE
- do not expand, but if it moves forward despite opposition, do not add to already overwhelming property taxes.
- I DO NOT WANT MY PROPERTY TAX TO INCREASE
- I DO PUT WONT ANY HIGHER PROPERTY TAXES. IT IS ALREADY TOO HIGH
- Property taxes already
- Our property taxes are already way too high. Our taxes increased by 16.7% from last year alone. Please don't add to that burden! I'm sure I sound like a grouchy old person, but I do use a different facility for working out and do not wish to pay for a second facility through my taxes.
- OUR TAXES ARE TOO HIGH ALREADY. THERE ARE PLENTY OF PEOPLE HERE. WHO/WHAT ARE WE TRYING TO KEEP UP WITH?

Wider share of costs

- OUTSIDE VISITORS HELPING PAY
- The cost sharing with visitors and shoppers.
- Shared burden
- shares the burden with those who also use the amenities who live outside of the town
- Broadens the base
- Cost to homeowners vs cost to residents, visitors, and shoppers
- Not just homeowners who use the community center. Maybe a tiered approach, bonds, grants, corporate partnerships. Not an expansion but another rec center.
- It affects the people who actively participate in Erie more vs just live in Erie
- Thinking of all who would use it. Many don't live here- sports.
- Visitors contribute as well
- All would share in The cost.
- Taxes others outside the town

- Since the community center is available to all residents and not just property owners, I believe it makes more sense for everyone to contribute to the funds collected.
- We all pay not just homeowners
- Sales tax is applicable to everyone and not just property owners. The increase is less than the property tax.
- SALES TAX INCLUDES ALL PURCHASES IN ERIE, INCLUDING NON-RESIDENTS
- WIDER SHARE OF COST
- COST SHARING
- Want the cost to be shared by everyone who purchases goods and services in Erie
- IT WOULD COVER VISITORS AS WELL AS RESIDENTS
- I want to see the cost shared by all in the community and visitors.
- It doesn't put the burden solely on homeowners, as people that do not reside in Erie also use the rec center.
- Costs being shared by residents, visitors and shoppers.
- OTHER PEOPLE THAT DONT LIVE IN ERIE WOULD CONTRIBUTE
- It doesn't put the burden on homeowners as much
- SO THAT ALL PEOPLE (RESIDENTS, VISITORS, HOME/PROPERTY OWNERS 7 RENTERS) ALL CARY A PART OF THE COST
- Costs shared by residents, visitors, and shoppers
- Seems more fair that everyone pays
- Spreads out the shared cost amongst everyone
- shared cost
- I'd rather we all paid through what we purchase vs property taxes.
- This way anyone visiting Erie will contribute. Versus property tax is only for those who live in erie
- shared costs across the year vs one time bigger hit
- Spreads the cost over more people, Erie is expanding commercial opportunities. Businesses are already paying a very unequitable amount of property taxes to lighten the burden of residential properties.
- THAT VISITORS WOULD HELP TO PAY
- more of a fair share payment by everyone
- It's more equitable and spread across all spend in the town, not just homeowners
- I WONDER HOW MANY PEOPLE FROM SURROUNDING AREAS USE THE REC CENTER & CONTRIBUTE TO ITS SOMETIME CROWDING. SO I CHOSE SALES TAX, NOT PROPERTY.
- SHARED COSTS, REVENUE GROWTH WITH THE ECONOMY.
- It is shared amongst residents and others and I can somewhat dictate how much it affects me
- This tolls visitors too
- It shouldn't be only property owners footing the bill. Also, with the PUDs, property taxes are already very high.
- Decreases burden on residents.
- COSTS SHARED BY RESIDENTS VISITORS & SHOPPERS.
- The cost is shared by people that shop here, not just live here. Also the revenue would grow as the community grows.

- COSTS SHARED BY RESIDENTS, VISITORS, SHOPPERS, GROWTH DOCS NOT INCREASE HOUSING COSTS
- Shared across larger group of people
- Feel the sales tax shares the burden more, versus property tax.
- That way everyone contributes, not just homeowners.
- Sales tax revenue comes from visitor buy and paying the sales taxes. There many residents in surrounding towns who buy products within the city limits of Erie.
- Feels fair for anyone shopping in town to contribute
- SALES TAX SPREADS THE COST OVER MANY SMALLER TRANSACTIONS OUR A PROPERTY TAX
- shared cost as many of the people that play adult sports come from other communities
- Because sales tax comes from all people the buy goods and services and not only people that own property in the town.
- Allows folks outside of Erie to help thru spending at local retail shops
- It helps that it's not just property owners, but anyone who spends money in town
- THE SALES TAX WILL TAKE ADVANTAGE OF NON-RESIDENTS AS WELL.
- SHARED COSTS TO EVERYONE NOT DIRECTLY INCREASING HOUSEHOLD COSTS. TAXES ARE WAY TOO HIGH NOW!!!
- that way who ever buys in Erie pays for the improvements
- SALES TAX IS MORE FAIR
- Have others not in Erie to help support this.
- Put a term limit on the sales tax increase so it is not forever more. Sales tax is also shared by everyone not just property owners.
- Expense should be shared by all. Not just people who own homes.
- SALES TAX IS A BETTER OPPORTUNITY TO TAX ALL AND NOT JUST PROPERTY OWNERS.
- Costs shared by many groups
- Shared with visitors, not just residents
- SALES TAX IS A BROADER BASED TAX. WHAT ABOUT SELLING MUNICIPAL BONDS.
- Costs shared by residents, visitors, and shoppers
- As you shared the example. A cup of coffee for $6.00 tax would be $.03. That is very little to put on sales tax, and the businesses that have other Non-Erie residents that shop in our town, King Soopers, Erie would not be funding this alone. This is the only smart plan!
- Everyone in the community uses the center, everyone should pay for it rather than just homeowners.
- MORE PEOPLE TO SHARE IN THE COST AND MY PROPERTY TAXES ARE ALREADY GOING UP TO FAST.
- shared costs with residents and visitors; no impact to housing costs
- Everyone pays a small amount rather than putting the larger burden on homeowners.... property taxes are already too high!!!
- So all residents/visitors/commuters not just property owners are potential sources of revenue.
- Costs Shared by visitors to our town
- CONTAINING TO ADD TO PROPERTY TAXES WILL TAX PEOPLE OUT OF ERIE. PROPOSED NEW COMMERCIAL TOWN CENTER WILL BRING IN TAX DOLLARS

- COST SHARED BY MANY DOES NOT AFFECT THOSE STRUGGLING YOUNG FAMILIES WHO WANT TO BUY.
- The ability to capture funding from renters and people outside the community.
- Better distribution and shared costs across more people. I will definitely vote against a property tax increase for this use case
- cost sharing
- SALES TAX-EVERYONE BUYS FOOD/CLOTHING NOT EVERYONE OWNS A HOUSE/LAND GOODS WOULD PASS COST ONTO RENT.
- Those who spend in town should bear the cost
- The sales tax catches visitor money. Property tax would affect people on fixed income, penalize residents that do use the facilities.

Sales taxes are low in Erie

- Erie is lower than surrounding areas
- Erie has low sales tax compare to other cities.
- Our sales tax is already low and our property taxes continue to increase from bot increased levy's and property values.

I can control my expending in sales tax

- RETIRED FIXED INCOME-I CAN CONTROL SALES TAX, I'M LOCKED ON R.E. TAX
- sales taxes can be controlled by the payer. Property Tax can be difficult for those on fixed income to absorb
- SALES TAX IS DISCRETIONARY SPENDING. PROPERTY TAX WOULD BE A FIXED NEW COST.
- I don't buy much in Erie.
- Spending related tax
- I spend less here
- I do not shop that much in Erie
- Because I can buy my items outside of Erie
- Cost of living is too expensive here. We don't need anymore property tax added. Happy to support it through sales tax we make on purchases.
- YOU ALWAYS HAVE THE OPTION OF SHOPPING OUTSIDE OF ERIE, BUT OF DOUBT THE SALES TWO WOULD BE LESS BY MUCH. IT COULD BE MORE
- Because I can choose how much I spend
- I can control sales taxes someone but have no control over rising property taxes which is important on a fixed income!
- I can control sales not property
- I have control of what I purchase, I dont have control over the taxed value of my home.

Home affordability

- I AM CONCERNED ABOUT HOUSING AFFORDABILITY IN ERIE. BUT ITS REALLY A TOSS UP. I CAN CONVINCE MYSELF THAT EITHER IS BETTER.
- Affordable housing

- Housing costs are already high. Erie is expanding commercially as well, so i expect sales tax revenue would increase
- Housing in Boulder County and the US is already out of range for a great many people. I don't think that we should add to that cost.
- COST OF HOUSING!
- DOES NOT DIRECTLY INCREASE HOUSING COSTS
- I'm not a fan of increasing housing costs in this area and like that a sales tax is shared more broadly
- Housing costs in Erie are already quite high, especially considering special property taxes in new build neighborhoods. Increasing these costs feels hard to swallow.
- does not directly increase housing costs.
- Helping seniors keep their homes. Everybody participates in sales tax.
- The cost of home ownership in Erie is too high now. We don't need to add to the property tax.
- This area already is difficult to own a home in, especially in Boulder County and with the new subdivisions requiring special districts (obviously because of new infrastructure) you can only place so much burden on housing.
- Home prices in Erie are already inflated compared to other areas
- Home affordability
- To avoid housing cost increases
- Not wanting increase in housing costs
- Too many seniors are struggling with their property tax bills. $90 per year is a lot for them.
- Looking to buy a home. Would like to buy in Erie but with an increase in property tax it would be another barrier to affording a house
- I don't want housing costs to raise.
- Increased housing costs
- HOUSING AFFORD ABILITY IS NOT GOING ANYWHERE
- Housing cost concerns.
- Housing costs already high in Erie.
- Housing in Erie is already very expensive. I would prefer to raise the money through other means.
- Paid just by property owners and effect on housing affordability.
- The costs of taxes and insurance have skyrocketed in recent years but as a retiree my available funds cannot keep pace with the increases.
- real estate taxes hurt the affordability of homes in Erie
- COST OF HOUSING SALES TAX SPREADS OUT CORT. DON'T WE ALREADY PAY FOR TOWN FACILITIES WITH PROPERTY TAX? THOUSANDS OF NEW HOMES HAVE BEEN BUILT GROWING THE TOWN OFFER EXPANSIVELY WHERE HAS THAT I GONE AND WHY CANT IT BE USED INSTEAD FO NEW TAXES? NEITHER OF THE PROPOSALS HAD A SUNSET PROVISION. I WILL NOT VOTE FOR INDEFINITE FUNDING.

It is preferable for me

- I just prefer sales tax vs property tax increases.

- Personal Cost
- PERSONAL PREFERENCE.
- Make more sense to me.
- What would be cheaper option for me
- The cost to me
- Until we get significant property tax reform in couty/state, I don't like to see new things added to the property tax.

It is easier to digest

- Less impactful
- Revenue grows with the economy
- Sales tax would be an easier win
- Sales tax is less noticeable, based on consumption. Also, some tax revenue will come from visitors to Erie, so less overall burden on Erie residents.
- For some reason it seems easier to digest. The downfall is sales tax is less predictable. Other municipalities around the area are seeing a decrease in sales tax and are making major cuts to spending. Something I am is being kept in mind.
- Seems a lower impact to the spectrum of resident incomes.
- FOR THOSE ON A FIXED INCOME, A DALES TAX'S IS NOT AS BAD AS A PROPERTY TAX
- IT SEEMS FAIR AND A RELATIVELY EASY WAY TO GET THE FUNDING.
- All taxes are unfair but sales tax makes more sense as it's a use tax. Property tax punishes those who have paid their home off. Property taxes unfairly tax higher valued homeowners for the same services everyone receives. Why should a million dollar house pay more for public services than someone with a $100,000 house or renter paying no property taxes. Property tax needs to be revoked.The town of Erie needs to re-evaluate budgets and spending and provide the funds needed for the community center with funds already being collected. No new taxes.
- There are many residents on fixed incomes who are not able to support increasing property taxes. Folks going out to eat and shopping around town can support an increase in sales tax.
- I think more people would pass a sales tax increase, b/c I hear a lot of complaining on Nextdoor about property taxes going up for education (which is essential, in my opinion). I also believe that a similar move to raise property taxes in Frederick was denied and wonder if it would have passed if tied to sales tax, instead of property?
- REVENUE GROWS WITH THE ECONOMY AND COMMUNITY
- Smaller amounts less noticeable
- Seems easier to justify
- It's the most painless and fair for all
- I feel like more residents would be on board with increasing sales tax instead of property tax
- Sales tax feels like it would be less burden just on homeowners, but either could work.
- Higher earning potential
- Consumption tax seems much better.
- IT SEEMS MORE LIKELY TO PASS THAT WAY BECAUSE PEOPLE HERE ARE VERY CONCERNED ALREADY ABOUT HIGH PROPERTY TAX.

- PSYCHOLOGICALLY MORE ACCEPTABLE
- LESS PUBLIC OUTRAGE, MIST LIKELY
- Potential for more revenue
- It seems the most reasonable.
- Use a consumption tax thru sales not thru property taxes
- I like how sales tax fluctuates with economy. Lots of things up in the air right now.
- SALES TAXES ARE LESS BAD FOR EVERYONE (ESPECIALLY LOW-INCOME HOUSEHOLDS)THAN PROPERTY TAXES. DESPITE POPULAR OPINION SALES TAX IS MORE PROGRESSIVE.
- The least impact on community
- GROWS WISH ECONOMY - THOSE WHO CAN AFFORD TO SPEND CONTRIBUTE - DOES NOT DRIVE UP COSTS TO LIVE HERE FURTHER OR IMPACT HOUSE VALUE FOR RESALE.

Other

- INCREASED POPULATION
- USE PARTIAL
- More measurable over time
- FURTHER INCOME WILL BE DROPPING OR MORE TOWARD NATURE AND W/ EXPENSES INCREASING ALL THE TIME, COULD PERIOD OUT OF MY HOME
- I would definitely not vote for a property tax increase.
- tbd
- Depends on how much of a tax increase.
- It would make sense to me because purchases made in Erie would be going back to the town.
- I DON'T USE THE AMENITIES VERY OFTEN
- ERIE NEEDS A LOCAL GROCERY STORE MORE!
- It's unclear on how the taxes would be calculated as it may have effects on Metro District Costs
- Money
- Incremental tax vs all at once
- As an overall town plan we need to work on bringing people to Erie. Right now there is too much focus on homes and property. This would put the focus on generating revenue in Erie.
- It would encourage people to shop locally and help rec services, a win-win.
- DOLLARS INVOLVED
- LOCAL PURCHASES WOULD SUPPORT EXPANSION
- Tax not added to property owners, paid by users
- All of the reasons described in the Potential Advantages of a Sales Tax above.
- THE SALES TAX WOULD PUT MORE RESPONSIBILITY ON TOWN TO BRING MORE THINNING BUSINESSES TO THE TOWN.
- Taxed Enough Already!
- WE ARE GROWING HIS GROWTH NEEDS INFRASTRUCTURE
- More folks buying local,eating out in town
- Stop. Raising. Property taxes. Tax real estate agents not families. .

- The city should focus on bringing in non residents due to parks, shops, development, and activities. Putting the cost on homeowners when our tax rate is already proportionally high is a means with no end
- LET THE USERS PAY FOR IT
- Senior property owner on fixed income
- SALES TAX THERE IS SO LITTLE COMMERCIAL DEVELOPMENT THAT THIS SEEMS UNLIKELY TO HELP. IM OPPOSED TO PROP TAX B/C THE MAYOR THINKS ITS A GOOD IDEA.
- FIXED AND DECLINING INCOME, SPECIAL DISTRICT TAX INCREASES (FIRE, SCHOOLS)
- I personally love the rec center and have children and grandchildren in Erie.
- I believe that the town needs to improve commerce; restaurants, shops, stores, etc that bring others to our community to spend their money here. We are lacking this commerce in Erie and improvements in these areas could bring a lot of money into the town not to say satisfy greatly needed commerce in town for residents.
- I AM ON A FIXED INCOME (RETIRED)
- FINANCIAL IMPACT
- I would actually say that maybe it would be beneficial to take advantage of both sales tax increase and property tax increase.
- Would prefer you find the dollars in existing budget
- I feel like this will incentivize Erie to build more houses instead of promoting businesses that will benefit the community. I'd personally like to see more family supporting businesses in the area. Also I feel like I'm already paying an arm and a leg in property taxes that include our Metro District mill levies.
- IF ABLE TO PURCHASE-ADD TAX-LEAVE PROPERTY TAX-ELDERLY-PRICE INCREASE UNSTABLE INCOME
- Tax should always be sales
- Would like to see consideration of the sales tax increase be removed once the project is funded rather than in perpetuity. Renters, owners and visitors all contribute based on their spending.
- My family's use of facility.
- sales
- I do not support increasing property tax in general. I think people need stability in their homes, especially those who are retired or struggling to pay their mortgage. I understand that this increase would be tiny, but if every project is funded through property taxes it all adds up. I would vote no, if this project were increasing property taxes despite my enthusiastic support and willingness to pay taxes in general.
- I OWN 2 EXPENSIVE PROPERTIES, BUT RARELY BEING ANY THING IN ERIE MY TOTAL DROP TAXES ARE 16 K ALREADY.

B. Preferred property tax increase.

Stable and predictable funding

- BETTER SOURCE OF MONEY

- ECONOMIC INSTABILITY EQUITABLE IMPACT ACROSS HOUSEHOLDS-OUR CURRENT GOVERNMENT OBEY FACTOR IN LOW INCOMES.
- More stable and more fair
- More stable option and does not hit low-income folks disproportionately.
- Property tax revenue stream is more stable.
- Property tax seems like the most reliable funding source.
- Sales tax is too unpredictable/fluctuates too much
- STABLE & PREDICTABLE FUNDING
- Stable and consistent funding at a minimum annual cost for home owners
- Stable and predictable funding
- Stable and predictable funding
- stable and predictable funding with better borrowing costs
- Stable and predictable funding, Paid primarily by property owners (whose property benefits from community improvements)
- Stable determined costs.
- Stable funding geographic fairness
- The expansion should rely on the community, which is the main users of the facility.
- The stability of income...If this is done, do it right to provide benefit for all age groups, youth through senior.

Sales tax is regressive / unfair

- A sales tax increase is a regressive tax, which a property tax increase has greater tax for those with larger properties.
- A sales tax increase would place an inequitable share of the tax burden on lower income brackets.
- DISPROPORTIONATELY AFFECT LOWER INCOME HOUSE HOLDS EVEN IF THEY DON'T RESIDE IN ERIE.
- does not affect low income households as much, property values fluctuate less than the price of goods
- DON'T GO WITH REGRESSIVE TAXES
- Fair distribution of cost
- Fairness
- Fairness.
- I do not want the funding to disproportionately affect lower income households
- I don't like the disproportionate impact a sales tax has on the poor
- Imposing higher sales taxes results in lower-income families paying a higher percentage of their income than others for necessary purchases, such as groceries.
- Increasing sales taxes rather than property taxes disproportionately affects low-income residents
- It is a fair option across the board
- May disproportionately affect lower-income households
- Most fair
- Most reliable expectation

- No burden on small businesses and predictable income
- Places the bigger "burden" on the families that could afford it in Erie, but makes more sense from a equity standpoint
- Property tax is a progessive tax and is a deductible expense. Sales tax just gets eaten in the daily cost of life.
- Property tax makes more sense as it doesn't cause issue for lower income families who rent (to some extent, owners may well raise rental rates)
- Property tax places more burden on the property owners (and to be clear, we would be impacted significantly by this) and a sales tax disproportionately taxes the poor
- Sales tax has an outside impact on poorer citizens. Homeowners in Erie have higher incomes and net worth and can take the increase.
- SALES TAX IS A DISADVANTAGE TO LOW-INCOME
- Sales tax is inherently regressive. This survey did not mention any mitigations (eg reduced ECC rates for lower income folks, property tax sliding scale).
- Sales tax is regressive
- SALES TAX IS REGRESSIVE TAX
- Sales taxes are more regressive than property taxes. In general people who own property are in a better position to afford a tax increase.
- Sales taxes are too high already, and are a progressive tax.
- Seems most fair
- Seems most fair for this family oriented community.
- The property tax seems more fair to lower income people.
- THE TAX BURDEN FALLS TO THOSE WITH MORE MEANS, I.E HOMEOWNERS. INSTEAD OF EVERYONE.

I'm not a home owner

- I do not own a home
- I DO NOT OWN PROPERTY AT THIS TIME
- not currently a homeowner (renters),

Residents should pay for it

- ALL RESIDENCES PAY PROP TAX. MANY OF US SHOP ELSEWHERE (LIKE COSTS OR TRADER JUST).
- All resident can contribute
- Erie Community Center mostly serves the local residents of Erie Town, thus it is more fair the cost of the expansion shall be paid by local residents instead of residents, visitors and shoppers.
- Erie property owners are likely 90+% of the users of the ECC, and the small increase is very reasonable to fund a significant improvement in city facilities. A sales tax increase likely affects significantly more of the town's demographic that does not and likely never will use the ECC, so just in terms of fairness, property owners funding the expansion seems the best since it's an investment that lifts all boats for the town.

- Expansion of ECC would benefit the residents of Erie - so, homeowners should pay. There has been tremendous population growth in Erie in the past 10 years. What population are are assuming when calculating additional real estate tax.
- Fairness to the whole town's population
- I am a home owner and willing to pay my share
- Increases value of community and the home itself. Property owners benefit.
- Invest where I live.
- It is reasonable for property owners to foot the bill for a facility intended to support property owners and or their tenants
- IT'S AN ASSET TO THE COMMUNITY
- Property owners are the ones who benefit most.
- Residents should bear the cost of the new center not visitors
- Residents should pay for a town amenity
- Those that live in Erie benefit the most so we can pay for it. A sales tax might be a burden on small businesses.
- Those who live here, pay for it.
- USAGE WOULD BE PRIMARILY RESIDENTS; PROP TAX TARGETS OWNERS WHILE SALES TAX IMPACTS VISITORS/TOURISTS,

Not enough businesses in Erie

- DON'T HURT BUSINESSES IN ERIE WITH A SALES TAX INCREASE.
- I feel like Erie can sometimes have more limited shopping. Property taxes seem a more consistent and foreseeable funding method.
- Looking at the businesses in the Town vs. the scope of the expansion an increase in the Property Tax looks a more viable option.
- Lots of housing that can be taxed. Don't want to hurt small businesses and people visiting Erie (i.e., don't live here.)
- NOT ENOUGH FROM BUSINESSES-VERY FEW ARE LOCATED IN ERIE. LOTS OF HOMES IN ERIE TO FUND THE EXPANSION
- would not want to see this impact overall of retail in Erie.

Geographic fairness

- geographic fairness
- Geographic fairness
- Geographic Fairness
- Geographic fairness and fairer to lower income households.

Other

- About $100 yearly is not a big increase in property taxes.
- All we do is build more houses so that is best way to fund the projest
- Easiest and Most here around here can afford that
- I dislike sales taxes
- I like using the town amenities with my family and community

- I think you feel it less here.
- I would prefer a predictable cost to my family. Sales tax is already considerably high.
- I would rather pay more once a year than every time I shop.
- if we are building more houses in the area then it makes sense to have those houses give back to the community via property tax increases
- It's only on the cost of the house where the community center is located. It's not on everything purchased within the town limits.
- Just bundle it with our bill
- Less of a daily impact on costs.
- PAST USAGE
- Property tax is a known value. Sales tax affects visitors
- PROPERTY TAX IS DEDUCTIBLE. ERIC TAX IS NOT. (FES ESTATE INCOME TAX)
- Property taxes are easier to stomach because you're not confronted with them. Every time you buy something. I think people are more willing to have a property tax that they don't see all the time.
- Resident specific taxes are property vs. sales tax increase would affect non-residents too.
- Sales tax is high, less likely to pass as proposed as one.
- Seems to be the most appropriate way to pay for it.
- Seems to provide the most funding for the project
- Shared costs
- This money is saved in an escrow so it's easier to save for it
- To provide a more directly linked, balanced approach to funding the project.

C. Preferred to not expand at this time.

The cost

- $ MONEY - FUND THROUGH THE PEOPLE THAT USE IT
- Cost
- Cost
- Cost increase
- Cost of expansion. Property taxes have tripled in the past few years.
- COSTS
- MONEY IS TOO TIGHT THESE DAYS!
- Money, everything is too expensive right now. Should have thought about growth when you built it.
- Money. Not a constant capacity issue. Build more mountains.

Do not want higher taxes

- 1) RETIREE LIVING ON FIXED INCOME 2) PROPERTY (CONDO) OWNERSHIP
- additional taxes and a pressing need for other essential infrastructure as the town continues to grow rapidly, too rapidly and is outpacing current road, water and other infrastructure needs.
- AGAIN, PROPERTY TAXES ARE ALREADY HIGH

- Anytime we make a large purchase the taxes are crippling. If we were considering moving to erie the taxes would be a non starter.
- Astronomical rise in taxes for erie. Lower the property taxes, bring in more businesses and then maybe you can fund it without adding everything on the backs of residents that pay too much for taxes already
- COST FOR A SENIOR ON A FIXED INCOME.
- COST OF LIVING IS ALREADY HIGH. ALREADY HAVE A POOL AND WORKOUT CENTER FROM MY HOA. IF A TAX HIKE PASSES I DOUBT IT GOES AWAY ONCE
- COSTS ARE TOO HIGH ALREADY. FIND ANOTHER WAY TO RAISE FUNDS IF YOU MUST PROCEED.
- Current state of cost of living, inflation is rising even though our current government will not admit it.
- Current times, political landscape and cost of living is all unknown today
- Do not wish any additional taxes!
- ERIE IS ALREADY ONE OF THE HIGHEST TAXED MUNICIPALITIES IN COLORADO, COUNCIL SHOULD BE LOOKING TO REDUCE TAXES!!!
- Erie Taxes are TOO HIGH now. Water and property taxes are too high.
- GET CREATIVE, DON'T RAISE TAXES, REALLOCATE SPENDING
- HIGH HOUSING COST
- HIGHER PROPERTY TAX. FACILITY USERS SHOULD PAY MORE FOR THEIR USE.
- I am not interested in paying more taxes.
- I am retired, on a budget, can't afford Any tax increases
- I AM TIRED OF TAX INCREASES BEING THE ANSWER FOR EVERY PROBLEM IN GOVERNMENT
- I do not want tax increases for any reason associated to poor population growth planning and development. Increasing taxes due to bad development management should never occur.
- I don't vote yes for any new taxes. We already pay way too much in taxes to live here. Life is too expensive we don't need another new tax.
- I paid over $5,000 in property taxes this year. Don't increase property taxes.
- I'm not a fan of increasing taxes. Typically communities need to save in other areas or with increased building of homes, have other contractors help pay for increased costs in the communities.
- If it needs done I don't want my property taxes increased as they are already outrageous, but I would prefer the Town find other means to pay. Maybe all these massive developments should pay for improvements to our roads, schools and recreational since they want to shove houses so close together or do multi family units. If you want residents to pay, then give us breathing room to live comfortably on acreage and farms rather than the massive developments that just condense the town. SLC can't even sell homes in Westerly. It's a joke how much they want to expand it.
- If you don't have the money from property & sales tax increase given the vast population growth, then you shouldn't be considering more expansions/debt.
- INCREASE IN PROPERTY TAXES
- Increase to taxes
- Increased taxation.

- INCREASED TAXES
- MY TAXES ARE ALREADY HIGH. THIS TOWN SPENDS WAY TO MUCH MONEY ON PROJECTS THAT ARE NOT NECESSITIES.
- Need to find better ways to fund this. Taxes are high enough. Figure it out.
- NO MORE PROPERTY TAX HIKES
- No more taxes. Ugh
- NO NEW TAXES
- NO TAX INCREASES
- not a good time to be suggesting increasing taxes for anything, especially this expansion. People are buried in property tax, and sales tax just makes it tougher for everyone already struggling.
- Our metro district already charges us excessive mils! If the town wants to increase taxes (sales or property), I'd much rather the money collected be spent to improve roads, traffic, water concerns, school overcrowding/new schools, etc.
- Our neighborhood is already insanely overtaxed and dealing with paying off Oakwoods messes. Adding another hundred+ a year is frustrating to consider. Taxes on our homes continue to rise without real reason.
- Our property tax is high enough. Erie can't spend that correctly as it is. There is tons of waste that all residents see.
- Our property taxes are already out of control. The city has the money from builders and developers through building permits etc and current property taxes.
- Our property taxes are high enough. I do not believe the community center needs expanding at this point. We have many other issues that need to be addressed first. I think the community would be better served by protecting what little open space we have left.
- Our sales tax is already high enough. I moved from Broomfield County and on a lower value home my taxes are 40% higher. I didn't expect that in Weld County.
- Our taxes are already very high compared to other communities
- Our taxes are to high as they are
- people with limited incomes do not have the will to pay MORE taxes until those with considerable income actually pay MORE
- Property tax is already significantly higher, DO NOT want to expand an increase sales or property taxes.
- Property taxes and sales tax is already way too high in CO. This expansion is not needed. More population growth needs to occur - the community center looks great and it's not very busy. Colorado is an outdoor state with amazing weather! It's beautiful- the outdoor parks , biking, skiing hiking and walking is always possible. Enjoy the outdoors more!
- PROPERTY TAXES ARE ALREADY OUTRAGEOUS
- PROPERTY TAXES ARE ALREADY TOO HIGH. SALES TAXES ARE ALREADY TOO HIGH. IF ERIE WANTS THIS, THEN REDUCE OTHER TOWN EXPENSES.
- Residents are already paying so much in property tax, we do not need an increase to fund $30 million dollars in a recreational center that we do not need at this time.
- RIGHT ON EDGE NOW FOR COSTS TO HIGH
- sales and property taxes already on the high side

- TAX INCREASE OF ANY KIND IS HARD ON FIXED INCOME RESIDENTS.
- TAX INCREASE OF ANY KIND IS NOT ACCEPTABLE. TRY BUDGET CUTS BE CUTTING WASTE, FRAUD & ABUSE
- tax increases
- tax increases already too high and unsustainable
- Taxed enough as is.
- Taxed enough.
- Taxes
- Taxes - seems like a lot of increases lately. School, fire
- Taxes already high in Erie. The number of houses, apartments etc require better roads more stop lights etc.
- TAXES ALREADY TOO HIGH-FOCUS ON THE ROADS THAT HAVE LONG BEEN IGNORED DUE TO INCREASED POPULATION
- Taxes and cost of living is already too high. Increase user fees instead.
- Taxes are $$$
- Taxes are already high
- Taxes are already to high and tax revenue is not a sustainable way to provide long term maintenance
- Taxes are already too high
- TAXES ARE ALREADY TOO HIGH. INCREASE USER FEES NOT ON TAX PAPERS.
- Taxes are killing us right now
- TAXES IN ERIE ARE ALREADY OUTRAGEOUSLY HIGH RAISING EITHER PROPERTY TAXES OR SALES TAX SHOULD NOT HAPPEN AT ALL. WE DON'T NEED A BIKE CENTER.
- Taxes, do not want to increase at all
- taxes, waste
- taxes. Period.
- The bill for property taxes I just received was $5200. I am being taxed to death with absolutely nothing to show for it. The Boulder County side of Erie gets absolutely NOTHING for our contribution. No police protection because they can't be bothered to enforce rules. The Erie Parkway is so dangerous to drive along because people are speeding along at 70-75 mph. The building is out of control. We have been ignored for years when we have asked for a grocery store to be added to the land at countyline road and the Erie Pkway. All that the town cares about are the deveopers. Go ask them for funding for the expansion of the Erie Community Center.
- The cost of housing in Erie has already increased significantly, forcing people to rent or leave the town they were born in. Further increases should be avoided at all costs.
- The state and this town already tax people at a rate that is outrageous. I could take the tax increase money and just spend it at another gym.
- The town has seen a massive growth, increased taxes, increased cost of living, increased water rates, increased electrical rates. No more increases. Families are struggling as it is. If you want to tax anyone, tax the new developments that has caused the extra stress on our facilities.
- WE ALREADY ARE TAXED TO THE HILT WITH METRO TAXES AND NOW AN HOA FEE EVEN THROUGH WE WERE NOT SUPPORTED TO HAVE ONE.

- We already pay enough tax. If you want it figure out a way to donut from the money you already have.Budget
- We already pay more in property taxes than most neighboring areas.
- We are being overtaxed and Im not confident our funds are being managed with a fiduciary responsibility
- WE ARE RETRIED & ON A FIXED INCOME. TO FUND EXPANSIONS VIA TAXATION OF ANY KIND IS RIDICULOUS.
- We are taxed enough as I run a small business. Can't we find room in the existing budget just like all of us have to do in our homes?
- We do not need to increase taxes. Cost of living is already insane
- You can't just raise taxes to pay for everything.
- You have an insane tax base already, learn how to budget! All the people that have moved into Erie should provide enough tax base to add multiple recreation centers. Cut town of Erie staff or staff's wages to cover what the citizens deserve.
- YOU PAY FOR IT, leave me alone, the assesor is already making my property tax go up almost 10% every year with its crazy valuations cause some house sold down the street, and the jump they pushed through to get everones house values up almost doubled it. IF your looking for something to do annex us from weld, we are the richest part of it and they take all our taxes and use them how they want.
- YOUR MAKING ERIE UNAFFORDABLE. THINK OUTSIDE THE BOX OF IDEAS BESIDES RAISING TAXES.

It is not needed

- Current services are adequate
- I AM NOT CONNECTED IT IS ESSENTIAL EXPAND NIGHT NOW AND PRIORITISE OVER OTHER TOWN NEEDS. WE SHOULD NOT HAVE ALLOWED SO MANY NEIGHBOURHOODS TO BE BUILD, WHICH OUTPACED WHAT OUR TOWN CAN HANDLE.
- I DISAGREE THAT WE NEED IT NOW. I ALSO FEEL THAT ERIE IS GROWING TOO FAST WITH NEW HOMES AND HAVE A HARD TIME UNDERSTANDING ALL THE ADD I PROPERTY TAX INCOME WARN STAN INCREASE TAXES
- IT WORKS FINE, WE HAVE OTHER HOA AREAS IF PEOPLE WANT TO PAY.
- Not needed
- Not needed.
- The current facility is very nice, far from falling apart. Those that use the facility should bear the cost of maintenance and expansion. There should be fees charged to use the facility
- THE CURRENT PLACE IS GREAT
- THE NEED FOR BETTER INFRASTRUCTURE (STREETS SEWER, LIGHTING, POWER, WATER, OPEN SPACE) STOP BUILDINGS!
- There are many private amenities in the growing area. I'd rather not fund more public options. Not none, but don't want to expand.
- WE DON'T SEE A STRONG NEED FOR EXPANSION AT THIS TIME..

I don’t use it

- Do not use the community center, why should I pay for it
- I can't afford to use the community center as it is and I don't want to have to pay for its expansion.
- I don't really use the facility
- I have no use for the ECC without a better lap pool.
- I'M ON A FIXED INCOME AND DON'T USE THE FACILITIES ENOUGH TO MERIT AN ADDITIONAL COST.
- People who use it should fund it
- We do not use the community center because the membership is too expensive for us. If the community center were more affordable or free for all residents, we might be in favor of expansion and using tax funds to subsidize the cost.
- Why should I pay for users to enjoy for "free"???.

Not a good use of public money

- I am most influenced by my belief that user fees are the fairest way to fund projects and programs, and private enterprise is more efficient than government-run operation.
- I BELIEVE THAT THIS IS NOT A GOOD USE OF MY TAX DOLLARS.
- I don't think any expansion is worth public funds.
- If you start raising taxes instead of exhibiting fiscal responsibility it never ends. I lived in California I know how this works out
- PAYING MORE MONEY FROM OUR THREAD BARE, HARD-WORKED POCKETS FOR A TOWN THAT IS OUT OF CONTROL ON SPENDING.
- Please STOP spending my money!
- THE INCREASED COST WHEN OUR FAMILY DOES NOT USE THE COMMUNITY CENTER
- Town likes to waste money without really taking resident input into account.

There are other priorities

- Finish the town center and promised parks first.
- I RATHER SEE BUSINESS ZONING AND IMPROVE THAT AREA. RIGHT NOW WE LEAVE ERIE TO SHOP/DINE/AND SERVICES MISSING THAT TAX REDUCE.
- There are more pressing issues, like town center. Get some of those fixed first.

Economic uncertainty

- Current economic conditions, including cost burdens to cost of living as well as rising costs of construction.
- The economy
- THE ECONOMY. THE WAR-MONEY IS TIGHT. WE NEED SENIOR LIVING BEFORE EXPANDING FOR.
- Too much economic uncertainty
- UNCERTAIN TIMES AND VERY HIGH FUEL PRICES HAVE PRODUCTS INCREASING IN PRICE ALREADY. PEOPLE WILL NEED ALL THE MONEY THEY HAVE.
- Unsure economic situation at this time

- With the economy being uncertain an additional tax could hurt some households that are already struggling with their finances.

Poor financial planning

- As I preiously stated, it looks like you haven't managed your current budget and planned for future expansion accordingly. You already charge fees for all you programs and we already pay high property and sales taxes. No more taxes! Mange the current budget and plan for future expansion based on what services are being used.
- Development fees should have been collected as new developments were approved.This is simply poor financial planning by the town.
- Parking, poor planning, lack of trust
- Poor financial planning relative to excessive population growth.
- Poor fiscal and growth planning by the town.
- POOR PLANNING BY THE TOWN OF EIRE BY NOT HAVING ANY DEDICATED FUNDING SOURCE OR HAVING SET ASIDE MONEY ALL THESE YEARS. PLEASE USE CURRENT TOWN OF ERIE IN COME FOR THE PROJECT.
- The administration is terrible. They have turned the town into a terrible strip mall. No care for the environment. This administration can not manage anything to any extent. They are awful. Need better management.
- You do not have a been budget or funds set aside.

Prefer a second facility

- CONVINCE OTHER OPTIONS. RATHER THAN EXPANSION OF ONE CENTRAL
- No expansion at the current facility. An additional facility needs to be the priority.
- The increase in population, and the need for a second facility rather than an expansion of the existing one.
- Why not build a new center instead of expanding existing?
- Would prefer the construction of a new center on a different site..

Other

- Charge more for programming - people who use the gym should pay more for it. If they are unwilling to - then it should not be expanded. Taxation is not the answer. Administrative efficiency is. I've lived in Erie 2 years - and not used the community center once - that said, I have a newborn, and would be open to seeing what activities there are as he gets older.
- Don't trust the city can manage money
- ERIE'S INFRASTRUCTURE PROJECT ARE HORRIBLE I HAVE NO TRUST THEY COWEN WILL THIS OFF
- Financing options. Why not save some money.
- I want to see the data showing that this expansion is actually something the majority of Erie residents want/ need.
- Mayor Moores personal agenda does not reflect the majority needs of the town, nor does he appear to represent the majority of the town. He is very self serving and spends our money recklessly.

- Please see my written answer to the previous question
- Politics
- See above answer with other issues.
- Take funding from programs that currently show no ROI (Flock cameras come to mind)
- THE TOWN WASTER ON FANCY OFFICER FOR TOWN OFFICIALS ON HIGH COST CONSULTANTS ON GIVE AWAY, ITS. THE LAST THING I WANT TO DO INCREASE (OR HAVE EXTORTED)
- Too much growth in Erie . The greed and development has all but completely destroyed our once small town! Disgusting!!
- We should use existing budget/cut waste
- Would prefer looking into sponsorships. Partnerships. Private donations. Selling a brick on the building. Selling naming rights for a year. Sales tax on a specific asset. Or sales in the community center. Sales tax impacts everyone who buys in the town. Property tax penalized everyone that lives in town. If you can't come up with z budget and financing that makes sense for the community. Maybe not ready to expand?.

Not sure.

- 100'S AS 1000'S NEW BUILDS-THEY SHOULD PAY!
- All of our taxes are too high
- Can't you just increase the membership and fees without taxing the whole town? A non-resident day pass at the Louisville rec center is $14
- Concern for affordable housing & lower income households
- Cost of living is outpacing salary increases for a number of years. More tax increases are not a solution.
- Cut spending in other areas to fund
- Depends on how much is allocated.
- Depends on if the pool is expanded. Its really quite lacking since the only "pool" area is for laps.
- Depends on the plan for expansion
- Does it have to be all sales tax or all property tax?
- Don't know enough information to make informed decision
- ERIE IS EXPANDING HOUSING DEVELOPMENT AT SUCH A RAPID RATE, INCREASING PROPERTY TAX BASE ALREADY! COMPARED TO 5-7 YEARS AGO. THE CITY SHOULD MANAGE THIS INCREASE TO ADDRESS NEEDS.
- Families are already facing high inflation plus cost of living increases; not sure which would most preferable.
- Find a way to fund the expansion without taxing the public
- For the sales tax, that it might affect lower income families more.
- Haven't used the community center very often. Still consider it essential to the quality of life in Erie. Would need to see the details of the proposal and tax before deciding.
- I am not familiar enough with the need to address it.
- I believe having a strong preference of one over the other requires more research and understanding that I am not going to put into this survey.

- I don't have enough information to make an informed decision
- I don't want to pay any additional money in taxes
- I think our property taxes are already extremely high, but, I don't like sales taxes either.
- I would do both but only at 50% of plan. Allowing everyone to help fund the expansion. Nothing is for free, but renters and home owners should share the cost for the expansion.
- I would rather have a tax of income like the money for lunches - only effecting those making over 400,000$
- I'm indifferent. Whether I support it will depend on what the expansion involves.
- I'm not currently a homeowner
- I'm not sure if the sales tax is enough as we don't really have enough strong businesses here. If we were able to put in better commercial spaces that were more community focused I think that would make sense. As it is the taxes on property probably make the most sense but were I am we have some of the highest around so it's a little painful to keep pushing that up.
- It seems either option would be alright
- It's always hard to approve tax increases when our property taxes are already high plus we don't have kids nor would we personally use much of the expanded services.
- NEED FOR MORE DATA
- No new taxes. Slash the overinflated police budget to pay for this.
- Not a home owner
- Not enough information as to the costs, how it will be managed, who is responsible for choosing contractors, whether those people can be trusted not to give the contracts to their friends and associates, whether the contractors themselves are likely to finish on time and on budget, the exact details of the proposal are not clear.
- not sure
- Open to both suggestions
- Our annual family member costs have increased a lot, its already too high for what we get. Use the money you have better, dont waste money like 4 or 5 desk staff doing nothing most of the time. Yes, really. I'm at the center 3 to 4 days a week, its always multiple people doing nothing and the bathrooms/showers never get cleaned or maintained. Spa is close way too often, etc.
- Our taxes are already outrageous
- Sales tax would be better but we need more businesses for that.
- Seems like it couldBe done in combination with each other
- Taxes are high enough already, that would put more burden on families
- THE CURRENT POOL SUCKS! IT'S TOO SMALL RESIDENTS WHO USE THE FACILITY ARE SELFISH AND ILL MANNERED
- THE DEVELOPMENT OF ERIE GEOGRAPHIC AREA HAS CHANGED OVER LAST 20 YEARS MOVING AWAY FROM CURRENT AREA
- The town budget and current, higher than average tax rate should be more than adequate to fund community center expansion. It would be wholly irresponsible of the mayors office to operate with a budget that does not save for improvement and expansion of town facilities.
- There are enough funds to build this I am sure. Ridiculous. ******* expand it. People pay so much money already it's ridiculous.

- This is not the economy I want to do this in.
- Those who own houses are usually better off than those who don't. Keeping costs down for those who have less disposable income is desirable. Although landlords are likely to pass on the extra costs to their tenants. Thus it probably does not matter the method of funding, all who reside in Erie will likely share in the cost equally.
- WE ALREADY HAVE HIGH PROPERTY TAXES DUE TO METRO DISTRICT AND ARE ON A FIXED INCOME.
- We don't use the Erie Community Center hardly at all. Is there another way to fund the expansion? Like raising rates.
- We live in a metro district. We already pay twice the property taxes vs some other neighborhoods. Totally unfair to increase that any more. We talk about moving out of Erie because our taxes are ridiculously high already.
- We pay enough taxes already - the town should have budgeted for this already.
- With all of the homes that have been built in Erie, why hasn't that covered the amount needed from current taxes.

Question 10: How much of a concern, if at all, are the following related to the community center expansion? – Other responses

- (RUDENESS IS A CONCERN!) TRACK USERS SOME MANNERS - PEOPLE SIT ON MACHINES AND TRACK ON CELL PHONES
- Ability to access and use Erie Community Center during the construction phase
- Accessibility and activities for disabled
- ALL OF THEM
- As mentioned above, I believe our money is better spent on a second facility rather than expanding the current one.
- As the Town continues to grow we must be very careful and intentional about the resources we use, not just monetary, and the impact that we are having on an already delicate eco-system. The Town and leadership need to ask questions like how much additional energy does an expansion require and/or how much water is being consumed?
- As the Town invests in Town Center, they should first follow through on the Performing Arts Center which will ease some of the crowding at the ECC.
- BUILD THE PARKS THAT WERE PROMISED 8+ YEARS AGO COMPASS
- Compass Neighborhood Park has been promised for years and not developed. This was a selling point for many compass residents to choose to move to Erie as opposed to surrounding neighborhoods in Lafayette.
- Concentration of traffic
- CONCERN THAT THE TOWN WILL CHOOSE TO EXPAND & INVEST IN THINGS THAT ONLY BENEFIT THE LOUDEST OR WON'T HAVE PROPER CONSIDERATION TO MAKE THE BEST CHOICE FROM SO MANY OPTIONS.
- COST OVER RUNS
- DEVOTE CURRENT FACILITY TO LOCAL RESIDENTS ONLY.
- Disruption of library parking if capacity is increased but parking is not, as well as library parking disruption during construction.

- Disruption or reduced capacity to Camp Erie would make this a strong NO. Added capacity to Camp Erie with no disruption or reduced capacity to camp would be a strong yes.
- Doing a poor job in the renovation and use doesn't increase
- During the week days - there seems to be adequate capacity (I've seen underutilized gym and meeting rooms) - at least during the times I've been there. What's lacking is more gym space for youth programs and dedicated indoor pickleball courts. I would advocate for a sports center in Erie over a bigger community center.
- Erie desperately needs more safe athletic facilities for organized youth sports. Too many local, Erie kids are needing to go out of Erie for their activities. Brighton, Broomfield, Longmont, Thornton, all have nice parks/open space areas with athletic facilities incorporated within them. Erie seems to be the only town around here without this! I would much rather see Erie parks and recreation allocate this effort into safe, higher quality outdoor athletic facilities, and incorporate it into open space so the entire public can use and enjoy it. I think Trail Winds Park in Thornton would be a good example of what could lilely be done here with this proposed $40 million project. I'd strongly support funding parks and recreation in the Town of Erie, but an expansion of the Community Center would be low on my priority list. Thank you for hearing my concerns.
- Focus should be on a performance space over a fitness space.
- full disclosure of costs and what is being built
- I am all for community center expansion as long as it doesn't add any more traffic dividers to the major roadways in our city. Since installing them in various parts of our city, I've noticed not only a decrease in speed, but almost a cautiousness on behalf of drivers that that have almost caused accidents too many times.
- I am not concerned if this is a sales tax increase, but i am concerned if its a property tax increase
- I COULD LIKE TO KNOW HOW ARE THE NEEDS ASSET?
- I don't believe all property owners and residents should bear even more cost to the benefit of the minority of ECC regular users.
- I don't like a tax increase, because they never go away.
- I need to know more about the identified needs behind the expansion proposal before I can cast an informed vote. I generally support improvements to quality of life and town amenities but need to know what factors are being considered beyond the single project. Where can I read about the justifications for the identified needs and who can I send questions to?
- I think we need bike/ walking trails that attach to nearby towns, (Longmont, Boulder). Also need to be bringing in a venue for Culture (Stage, lessons, programs)
- I want to see the pool expanded and an full size hockey rink included in the expansion.
- I would want to make sure that the expansion is building the right thing. For example, our pool is mostly just a lazy river for the kids to play in and it gets overcrowded. I would not want another design decision like that.
- IF YOU WANT TO INCREASE THE CENTER OF OTHER FACILITIES OWNED BY THE TOWN SPEND SOME BUDGET TO ATTRACT BUSINESS INDUSTRY. DON'T RAISE OUT WE MOVED TO ERIE BECAUSE IT WAS AFFORDABLE. DON'T MAKE IT MORE EXPENSIVE.
- IMPROVE SCHOOLS AND TEACHER SALARIES

- In relation to the question above on other concerns coming first, I believe increasing affordable housing options should be a larger priority as well as public transport access.
- IN THE PAST TOWN PROJECTS HAVE CATERED WAY TO MUCH TO SPECIAL INTEREST GROUPS. THE SKATE PARK IS NICE PLAT TOO HIGH A COST FOR A VERY LIMITED GROUP. PLAY GROUND SHOULD FOR YOUNGER CHILD ONLY.
- Inability to use the facility during expansion
- Increased motor vehicle traffic and parking needs; unmapped coal mines; And: why not put a 2nd facility, maybe limited to exercise, somewhere up on East Hill, and do a smaller scope upgrade to the existing ECC?
- Is the city using their current income well? Are there possible cuts and cost savings?
- KIDS ON ELECTRIC BIKES DESTROYING GROSS AREAS
- LACK OF FORESIGHT EVER BY ERIE PLANNING COMMITTEES.
- Mayor Moore is financially irresponsible.
- More careful consideration should be give to rate of growth. A grocery store in walking distance to town center is much more important. Traffic volumes are too high and rec center expansion may exacerbate these.
- My family is unlikely to use the resources anymore. You already charge for membership.
- NEED A BUS SERVICE FROM PNR TO ERIE
- NEED LOCAL GROCERY STORE SUCH AN SAFE WAY OR KING SOOPERS IN TOWN
- NEED TO EVALUATES CURRENT GAR SPENDING BEFORE ISSUING ANOTHER TAX
- Needing more options for stores in the downtown area. Very limited for those on the North side of Erie
- NO EXPANSION OF THE CURRENT FACILTY! LOOK AT AN ADDITIONAL FACILTY
- NO MORE TAXES PLEASE
- NO PERFORMING ARTS CENTER
- No prior funding plan.
- Not a disruption to the current community center
- Not enough activities for adults only and seniors.
- Not needed
- Once again - use by senior citizens should have more consideration.
- OTHER IS NO EXPANSION WHAT IS THE ALTERATIVE?
- Other or different locations away from the main center. Possible to expand to other areas/locations
- OUR TOWN GOVT IS OFTEN TOO FOCUSED ON BUSINESS (GROWTH) AND NOT ON A DIVERSE EQUITABLE COMMUNITY
- Overall bad planning by the town regarding development.
- Paralysis by analysis - whenever the government gets involved it's a convoluted mess dominated by whining special interest groups.
- Parking
- Parking, lack of trust.
- Parks and stuff are not designed well. Town doesn't actually listen to resident concerNs and board members get kickbacks

- PLEASE CONSIDER ENVIRONMENTAL IMPACTS! WE ARE SEEING SUCH A STRAIN ON LOCAL WILD LIFE W/ALL OF THE BUILDING SO MUCH TRASH. WOULD TO SEE IT BE A PLAN THAT INCORPORATES NATURE
- Please STOP spending my money!
- Poor planning by the town government such that a tax hike is needed to expand. If so, do not expand.
- POOR PLANNING BY TOWN OF ERIE REPRESENTATIVES.
- PREFER AN ADDITIONAL LARGER FACILITY
- Property taxes and sales taxes are really high especially with large purchases like autos.
- PROPERTY TAXES ARE TOO HIGH!
- PROPERTY TAXES TOO HIGH ALREADY
- SEVERAL PROJECTS AT ONCE
- Space to build additional facilities.
- SPEND OUR REVENUES APPROPRIATELY!!! THIS IS FRIVOLOUS.
- Spending money we don't have. If there is overuse, raise the fees to reduce use and pay for expansion in future.
- STOP BUILDING
- Stop building houses, how about lowering taxes on businesses -- Might have started a restaurant in Erie, except for the taxes.
- Tax increases justified for specific initiatives like this will likely just be continued long after the project completion by changing their scope. If you are writing a ballot initiative it should be structured to automatically expire once the clearly specified amount has been raised, regardless of whether it is raised via sales tax or property tax.
- The cost of using the Erie community center is too damn high! Make it free or a sliding pay scale or something.
- The fair thing to do would be to fund the expansion by increasing usage fees, so that the people who use it are the ones paying for it. If it takes longer to get the funding, then so be it! I would only support a small fraction of the funding being supported by taxes, since everyone benefits a bit by having it be available, but not as much as if they use it.
- The increase in population, and the need for a second facility rather than an expansion of the existing one.
- The pool needs to be bigger. I think a second rec center should be considered
- The population has significantly increased. Isn't there already taxation in place for it? This is silly.
- The town has not completed already committed parks such as Compass and Morgan Hill
- There is many other things to focus on besides a community center to inrichen peoples lives.
- THIS TOWN TREATS ITS CITIZENS LIKE AN OPEN POCKET BOOK
- Too many other projects in town slated to increase taxes as well
- too much population growth
- Town needs to look at itself. Have ruined the area by being greedy. The strip malls along highway 7 is despicable. Terrible. Now worse than Boulder in the greed.
- Town needs youth football, and recreation fields with lighting. Literally practicing in dirt lots in the dark.

- Use of water with all the growth going around
- Using the facility while improvements are being made.
- WE HAVE A NICE FACILITY. THIS IS NOT THE TIME.
- We need to build more parks and facilities on the Boulder county side
- WE SHOULD FUND OUR POLICE FIRST
- WHY DONT YOU FOCUS ON HOUSING. LOOSEN LOT SIZE RULES GET RID OF RIDICULOUS BE SPRINKLER SYSTEMS, IF YOU WANT MORE TAX REVENUE, MAKE IT EASIER AND MORE AFFORDABLE TO BUILD A HOME. WE HAVE ENTERED A PHASE WHERE MORE PEOPLE ARE MOVING OUT OF THE STATE THAN IN MAIN REASON AFFORDABILITY!
- You should worry about traffic and number of housing. Stop building houses and focus on roads and businesses first.
- YOUR NEW RESIDENTIAL DEVELOPMENTS HAVE RAINED THE LARK OF THE TOWN. SO UGLY.

Question D11: What is your gender? – I prefer to self-describe

- ANSWERING FOR 1 MALE & 1 FEMALE. ONE WHITE WHITE & ONE LATINX
- BOTH IN HOUSEHOLD
- EARTHLING
- Please/STOP spending my money!
- STUPID
- There are only 2.

Appendix D: Survey Responses by Respondent Characteristics

The subgroup comparison tables contain the cross tabulations of selected survey questions by respondent characteristics. Chi-square or ANOVA tests of significance were applied to these breakdowns of survey questions. A "p-value" of 0.05 or less indicates that there is less than a 5% probability that differences observed between groups are due to chance; or in other words, a greater than 95% probability that the differences observed in the selected categories of the sample represent "real" differences among those populations.

For each pair of subgroups that has a statistically significant difference, an upper-case letter denoting significance is shown in the category with the larger column proportion. The letter denotes the category with the smaller column proportion from which it is statistically different. Differences were marked as statistically significant if the probability that the differences were due to chance alone were less than 5%. Categories were not used in comparisons when a column proportion was equal to zero or one.

Items that have no upper-case letter denotation in their column and that are also not referred to in any other column were not statistically different.

For example, in Table 34 on the following page, 87% of respondents aged 55+ (C) rated the Erie Community Center (ECC) as excellent or good. This share was statistically higher than the ratings given by residents aged 18–34 (A) and 35–54 (B), as indicated by the letters 'A B' below the 87%. In addition, the percentage of residents aged 35–54 who gave positive ratings (75%) was statistically higher than the percentage among younger residents, as denoted by the letter 'A'. Taken together, these differences illustrate a clear pattern in which ratings of the Erie Community Center increase as resident age increases.

Comparisons by Gender, Age and Household Income.

Table 34: Question 1 by Gender, Age and Household Income

Please rate the quality of each of the following provided by the Town of Erie. (Percent Excellent or Good)	Gender		Age			Household Annual Income	
	Female	Male	18-34	35-54	55+	Up to $199,999	$200,000 or more
	(A)	(B)	(A)	(B)	(C)	(A)	(B)
Parks	87%	83%	75%	86% A	92% A	87%	84%
Trails	80%	76%	65%	78% A	86% A B	80%	75%
The Erie Community Center (ECC)	78%	75%	63%	75% A	87% A B	81% B	72%
Recreation Programs	77%	74%	74%	72%	82%	78%	72%
Availability of information about parks and recreation offerings	78%	72%	68%	77%	78%	76%	73%

Table 35: Question 2 by Gender, Age and Household Income

Thinking back over the past 12 months, how often did you or your household use the following amenities or services at the Erie Community Center? (Percent "At least a few times a year")	Gender		Age			Household Annual Income	
	Female	Male	18-34	35-54	55+	Up to $199,999	$200,000 or more
	(A)	(B)	(A)	(B)	(C)	(A)	(B)
Adult programs	29%	26%	18%	26%	36% A B	30% B	23%
Adult Sports	12%	18% A	13%	16%	16%	17%	14%
Aquatics	49%	49%	36%	63% A C	31%	42%	55% A
Community meeting rooms	25%	23%	10%	24% A	31% A	25%	23%
Drop-in fitness	38%	46% A	48%	41%	41%	42%	42%
Fitness Classes (e.g. pilates, yoga, boot camp)	30%	24%	34% C	27%	22%	27%	26%
Gymnasium/open court use	27%	36% A	26%	40% A C	20%	29%	33%
Indoor playground (Mini Miners)	26%	23%	34% C	30% C	9%	20%	28% A
KidStation	13%	17%	25% B C	17% C	4%	13%	17%
Personal training (private or semi-private)	6%	8%	5%	6%	9%	7%	7%
Racquetball	11%	11%	3%	17% A C	7%	12%	10%
Therapeutic Recreation	8%	7%	6%	8%	8%	8%	5%

Thinking back over the past 12 months, how often did you or your household use the following amenities or services at the Erie Community Center? (Percent "At least a few times a year")	Gender		Age			Household Annual Income	
	Female	Male	18-34	35-54	55+	Up to $199,999	$200,000 or more
	(A)	(B)	(A)	(B)	(C)	(A)	(B)
Youth General Interest programs	20%	20%	13%	30% A C	5%	14%	25% A
Youth Sports	28%	30%	20% C	44% A C	7%	23%	33% A

Table 36: Question 3 by Gender, Age and Household Income

How important is it that the Town of Erie provide parks and recreation facilities for the following purposes? (Percent Essential or Very Important)	Gender		Age			Household Annual Income	
	Female	Male	18-34	35-54	55+	Up to $199,999	$200,000 or more
	(A)	(B)	(A)	(B)	(C)	(A)	(B)
Promote physical activity	88%	84%	87%	85%	85%	84%	87%
Support mental health and stress reduction	81% B	71%	74%	76%	76%	74%	77%
Provide safe, structured youth activities	93%	90%	96% C	92% C	85%	88%	93% A
Offer enrichment programs and lifelong learning opportunities	69%	62%	66%	64%	67%	65%	65%
Bring people together and foster community connection	77% B	63%	74%	67%	69%	68%	70%
Support aging in place for older adults	80% B	70%	75%	71%	80% B	73%	77%
Enhance overall quality of life in Erie	89%	87%	91%	88%	84%	84%	92% A

Table 37: Question 4 by Gender, Age and Household Income

	Gender		Age			Household Annual Income	
	Female	Male	18-34	35-54	55+	Up to $199,999	$200,000 or more
(Percent Strongly Support or Somewhat Support)	(A)	(B)	(A)	(B)	(C)	(A)	(B)
Overall, do you support or oppose the Town of Erie renovating and expanding the Erie Community Center to address current space and program limitations?	80%	75%	85% C	78% C	69%	71%	82% A

Table 38: Question 5 by Gender, Age and Household Income

In your opinion, how important is that Erie Community Center Expansion focuses on each of these areas? (Percent Essential or Very Important)	Gender		Age			Household Annual Income	
	Female	Male	18-34	35-54	55+	Up to $199,999	$200,000 or more
	(A)	(B)	(A)	(B)	(C)	(A)	(B)
Expanded fitness space	68%	66%	72%	64%	65%	61%	71% A
Additional multipurpose meeting rooms	20%	16%	5%	17% A	26% A B	19%	16%
Additional gymnasium	49%	52%	45%	57% A C	42%	44%	56% A
Increased indoor playground and youth space	61% B	50%	73% B C	54% C	42%	51%	57%
Improved staff and administrative space	35%	32%	35%	29%	35%	30%	33%
Modernization of mechanical, electrical, and AV systems	52%	45%	49%	44%	53%	46%	48%

Table 39: Question 6 by Gender, Age and Household Income

	Gender		Age			Household Annual Income	
	Female	Male	18-34	35-54	55+	Up to $199,999	$200,000 or more
(Percent Very Likely or Somewhat Likely)	(A)	(B)	(A)	(B)	(C)	(A)	(B)
How likely would you vote yes if a ballot measure proposed a sales tax increase to fund the Erie Community Center expansion?	73%	68%	78% C	68%	65%	64%	74% A

Table 40: Question 7 by Gender, Age and Household Income

	Gender		Age			Household Annual Income	
	Female	Male	18-34	35-54	55+	Up to $199,999	$200,000 or more
(Percent Very Likely or Somewhat Likely)	(A)	(B)	(A)	(B)	(C)	(A)	(B)
How likely would you vote yes if a ballot measure proposed a property tax increase to fund the Erie Community Center expansion?	49%	47%	58% C	47% C	37%	42%	52% A

Table 41: Question #8 by Gender, Age and Household Income

If the Town moves forward, which funding option would you prefer?	Gender		Age			Household Annual Income	
	Female	Male	18-34	35-54	55+	Up to $199,999	$200,000 or more
	(A)	(B)	(A)	(B)	(C)	(A)	(B)
Sales tax increase	58% B	49%	54%	54%	50%	50%	56%
Property tax increase	15%	18%	22% C	16%	12%	14%	18%
Do not expand at this time	15%	23% A	9%	19% A	27% A B	24% B	15%
Not sure	13%	10%	14%	11%	11%	12%	11%
Total	100%	100%	100%	100%	100%	100%	100%

Table 42: Question 10 by Gender, Age and Household Income

How much of a concern, if at all, are the following related to the community center expansion? (Percent Major or Moderate concern)	Gender		Age			Household Annual Income	
	Female	Male	18-34	35-54	55+	Up to $199,999	$200,000 or more
	(A)	(B)	(A)	(B)	(C)	(A)	(B)
Cost to residents	80%	79%	75%	79%	85% A	84% B	76%
Tax increases in general	81%	78%	68%	80% A	89% A B	86% B	73%
Construction disruption	41% B	33%	32%	40%	38%	37%	38%
Other community priorities should come first	40%	41%	25%	43% A	51% A	44%	39%
Concern about government spending	55%	58%	36%	59% A	70% A B	64% B	51%
Not enough personal use of the facility	34%	36%	25%	35%	42% A	38% B	31%

Comparisons by Length of Residency, Housing Unit Type and Tenure

Table 43: Question 1 by Length of Residency, Housing Unit Type and Tenure

Please rate the quality of each of the following provided by the Town of Erie. (Percent Excellent or Good)	Length of Residency		Housing unit type		Housing tenure	
	Up to 5 years	More than 5 years	Detached	Attached	Own	Rent
	(A)	(B)	(A)	(B)	(A)	(B)
Parks	84%	87%	87% B	73%	88% B	64%
Trails	74%	81% A	81% B	60%	80% B	59%
The Erie Community Center (ECC)	79%	76%	77%	76%	76%	85%
Recreation Programs	77%	74%	75%	75%	75%	75%
Availability of information about parks and recreation offerings	74%	76%	76%	68%	76%	75%

Table 44: Question 2 by Length of Residency, Housing Unit Type and Tenure

Thinking back over the past 12 months, how often did you or your household use the following amenities or services at the Erie Community Center? (Percent "At least a few times a year")	Length of Residency		Housing unit type		Housing tenure	
	Up to 5 years	More than 5 years	Detached	Attached	Own	Rent
	(A)	(B)	(A)	(B)	(A)	(B)
Adult programs	26%	27%	26%	31%	27%	27%
Adult Sports	16%	15%	16%	10%	16%	11%
Aquatics	46%	48%	50% B	31%	50% B	27%
Community meeting rooms	22%	25%	23%	32% A	24%	25%
Drop-in fitness	46% B	39%	43%	34%	44% B	30%
Fitness Classes (e.g. pilates, yoga, boot camp)	31% B	23%	26%	29%	27%	27%
Gymnasium/open court use	30%	31%	32%	23%	32% B	20%
Indoor playground (Mini Miners)	31% B	18%	26% B	9%	25% B	14%
KidStation	22% B	9%	16% B	5%	15%	16%
Personal training (private or semi-private)	6%	7%	7%	8%	7%	8%

Thinking back over the past 12 months, how often did you or your household use the following amenities or services at the Erie Community Center? (Percent "At least a few times a year")	Length of Residency		Housing unit type		Housing tenure	
	Up to 5 years	More than 5 years	Detached	Attached	Own	Rent
	(A)	(B)	(A)	(B)	(A)	(B)
Racquetball	8%	14% A	12%	6%	11%	10%
Therapeutic Recreation	7%	7%	7%	7%	7%	11%
Youth General Interest programs	19%	19%	20% B	10%	19%	13%
Youth Sports	27%	27%	30% B	10%	28%	18%

Table 45: Question 3 by Length of Residency, Housing Unit Type and Tenure

How important is it that the Town of Erie provide parks and recreation facilities for the following purposes? (Percent Essential or Very Important)	Length of Residency		Housing unit type		Housing tenure	
	Up to 5 years	More than 5 years	Detached	Attached	Own	Rent
	(A)	(B)	(A)	(B)	(A)	(B)
Promote physical activity	85%	85%	84%	89%	84%	93% A
Support mental health and stress reduction	77%	74%	75%	77%	75%	80%
Provide safe, structured youth activities	93% B	88%	90%	93%	90%	94%
Offer enrichment programs and lifelong learning opportunities	67%	64%	64%	73%	64%	71%
Bring people together and foster community connection	76% B	63%	67%	75%	67%	82% A
Support aging in place for older adults	75%	74%	74%	80%	74%	76%
Enhance overall quality of life in Erie	91% B	84%	87%	89%	87%	82%

Table 46: Question 4 by Length of Residency, Housing Unit Type and Tenure

(Percent Strongly Support or Somewhat Support)	Length of Residency		Housing unit type		Housing tenure	
	Up to 5 years	More than 5 years	Detached	Attached	Own	Rent
	(A)	(B)	(A)	(B)	(A)	(B)
Overall, do you support or oppose the Town of Erie renovating and expanding the Erie Community Center to address current space and program limitations?	78%	75%	76%	78%	76%	76%

Table 47: Question 5 by Length of Residency, Housing Unit Type and Tenure

In your opinion, how important is that Erie Community Center Expansion focuses on each of these areas? (Percent Essential or Very Important)	Length of Residency		Housing unit type		Housing tenure	
	Up to 5 years	More than 5 years	Detached	Attached	Own	Rent
	(A)	(B)	(A)	(B)	(A)	(B)
Expanded fitness space	67%	64%	65%	67%	65%	64%
Additional multipurpose meeting rooms	14%	20% A	17%	19%	17%	21%
Additional gymnasium	45%	52%	51% B	38%	51% B	33%
Increased indoor playground and youth space	64% B	46%	52%	63% A	52%	67% A
Improved staff and administrative space	34%	30%	28%	51% A	29%	52% A
Modernization of mechanical, electrical, and AV systems	52% B	43%	46%	53%	47%	48%

Table 48: Question 6 by Length of Residency, Housing Unit Type and Tenure

	Length of Residency		Housing unit type		Housing tenure	
	Up to 5 years	More than 5 years	Detached	Attached	Own	Rent
(Percent Very Likely or Somewhat Likely)	(A)	(B)	(A)	(B)	(A)	(B)
How likely would you vote yes if a ballot measure proposed a sales tax increase to fund the Erie Community Center expansion?	76% B	63%	67%	79% A	68%	70%

Table 49: Question 7 by Length of Residency, Housing Unit Type and Tenure

	Length of Residency		Housing unit type		Housing tenure	
	Up to 5 years	More than 5 years	Detached	Attached	Own	Rent
(Percent Very Likely or Somewhat Likely)	(A)	(B)	(A)	(B)	(A)	(B)
How likely would you vote yes if a ballot measure proposed a property tax increase to fund the Erie Community Center expansion?	53% B	41%	42%	65% A	42%	75% A

Table 50: Question #8 by Length of Residency, Housing Unit Type and Tenure

If the Town moves forward, which funding option would you prefer?	Length of Residency		Housing unit type		Housing tenure	
	Up to 5 years	More than 5 years	Detached	Attached	Own	Rent
	(A)	(B)	(A)	(B)	(A)	(B)
Sales tax increase	55%	51%	55% B	35%	55% B	26%
Property tax increase	20% B	12%	14%	27% A	14%	34% A
Do not expand at this time	13%	25% A	21% B	13%	22% B	7%
Not sure	12%	11%	10%	24% A	9%	32% A
Total	100%	100%	100%	100%	100%	100%

Table 51: Question 10 by Length of Residency, Housing Unit Type and Tenure

How much of a concern, if at all, are the following related to the community center expansion? (Percent Major or Moderate concern)	Length of Residency		Housing unit type		Housing tenure	
	Up to 5 years	More than 5 years	Detached	Attached	Own	Rent
	(A)	(B)	(A)	(B)	(A)	(B)
Cost to residents	80%	81%	81%	77%	81%	81%
Tax increases in general	78%	83%	83% B	71%	82% B	71%
Construction disruption	41%	35%	38%	39%	38%	39%
Other community priorities should come first	42%	42%	44% B	33%	43%	37%
Concern about government spending	52%	63% A	61% B	42%	59% B	48%
Not enough personal use of the facility	36%	35%	34%	42%	35%	36%

Comparisons by District of Residency

Table 52: Question 1 by District

Please rate the quality of each of the following provided by the Town of Erie. (Percent Excellent or Good)	District 1 (A)	District 2 (B)	District 3 (C)	Overall (A)
Parks	84%	87%	85%	85%
Trails	76%	77%	82%	78%
The Erie Community Center (ECC)	78%	75%	79%	77%
Recreation Programs	77%	72%	78%	75%
Availability of information about parks and recreation offerings	76%	74%	76%	75%

Table 53: Question 2 by District

Thinking back over the past 12 months, how often did you or your household use the following amenities or services at the Erie Community Center? (Percent "At least a few times a year")	District 1 (A)	District 2 (B)	District 3 (C)	Overall (A)
Adult programs	27%	29%	23%	27%
Adult Sports	15%	17%	13%	16%
Aquatics	45%	51%	45%	47%
Community meeting rooms	26%	22%	24%	24%
Drop-in fitness	41%	43%	41%	42%
Fitness Classes (e.g. pilates, yoga, boot camp)	24%	30%	23%	26%
Gymnasium/open court use	30%	34%	26%	31%
Indoor playground (Mini Miners)	20%	30% A C	20%	24%
KidStation	12%	19% A C	11%	15%
Personal training (private or semi-private)	7%	8%	4%	7%
Racquetball	11%	13%	9%	11%
Therapeutic Recreation	9%	7%	6%	7%
Youth General Interest programs	16%	21%	18%	19%
Youth Sports	25%	30%	26%	27%

Table 54: Question 3 by District

How important is it that the Town of Erie provide parks and recreation facilities for the following purposes? (Percent Essential or Very Important)	District 1 (A)	District 2 (B)	District 3 (C)	Overall (A)
Promote physical activity	85%	85%	85%	85%
Support mental health and stress reduction	72%	76%	78%	75%
Provide safe, structured youth activities	91%	89%	91%	90%
Offer enrichment programs and lifelong learning opportunities	67%	65%	63%	65%
Bring people together and foster community connection	67%	70%	69%	68%
Support aging in place for older adults	77%	74%	72%	75%
Enhance overall quality of life in Erie	86%	88%	87%	87%

Table 55: Question 4 by District

(Percent Strongly Support or Somewhat Support)	District 1 (A)	District 2 (B)	District 3 (C)	Overall (A)
Overall, do you support or oppose the Town of Erie renovating and expanding the Erie Community Center to address current space and program limitations?	80% C	77%	69%	76%

Table 56: Question 5 by District

In your opinion, how important is that Erie Community Center Expansion focuses on each of these areas? (Percent Essential or Very Important)	District 1 (A)	District 2 (B)	District 3 (C)	Overall (A)
Expanded fitness space	71% B	60%	64%	65%
Additional multipurpose meeting rooms	16%	16%	22%	17%
Additional gymnasium	49%	49%	49%	49%
Increased indoor playground and youth space	57% C	56% C	44%	53%
Improved staff and administrative space	33%	32%	29%	31%
Modernization of mechanical, electrical, and AV systems	46%	48%	46%	47%

Table 57: Question 6 by District

(Percent Very Likely or Somewhat Likely)	District 1 (A)	District 2 (B)	District 3 (C)	Overall (A)
How likely would you vote yes if a ballot measure proposed a sales tax increase to fund the Erie Community Center expansion?	72%	68%	64%	68%

Table 58: Question 7 by District

(Percent Very Likely or Somewhat Likely)	District 1 (A)	District 2 (B)	District 3 (C)	Overall (A)
How likely would you vote yes if a ballot measure proposed a property tax increase to fund the Erie Community Center expansion?	48% C	50% C	37%	46%

Table 59: Question #8 by District

If the Town moves forward, which funding option would you prefer?	District 1 (A)	District 2 (B)	District 3 (C)	Overall (A)
Sales tax increase	50%	55%	52%	52%
Do not expand at this time	17%	20%	25%	20%
Property tax increase	18%	16%	12%	16%
Not sure	14%	9%	11%	12%
Total	100%	100%	100%	100%

Table 60: Question 10 by District

How much of a concern, if at all, are the following related to the community center expansion? (Percent Major or Moderate concern)	District 1 (A)	District 2 (B)	District 3 (C)	Overall (A)
Cost to residents	81%	78%	83%	80%
Tax increases in general	78%	80%	85%	81%
Construction disruption	32%	42%	40%	38%
Other community priorities should come first	38%	43%	46%	42%
Concern about government spending	57%	55%	65%	58%
Not enough personal use of the facility	35%	30%	43% B	35%

Appendix E: Open Participation Survey Results

About the Open Participation Survey

After data collection for the address-based survey was underway, a web-based survey was made available to Erie residents through a link publicized by the Town. Residents were able to complete the survey from March 20 to April 6, 2026. A total of 803 responses were received. This section contains results of this open participation, web-based survey. It is presented along the responses to the probability survey for context. The data from the open participation survey was not collected through a random sample, and it is unknown who in the community was aware of the survey; therefore, a level of confidence in the representativeness of the sample cannot be estimated. However, to reduce bias where possible, these data were weighted to match the U.S. Census and American Community Survey (ACS) population norms for Erie. The results of the weighting scheme for the open participation survey are presented in the following table.

2026 Town of Erie – Open Participation Responses Weighting Table

Characteristic	Population Norm	Unweighted Data	Weighted Data
Housing			
Own home	88%	97%	91%
Rent home	12%	3%	9%
Detached unit	84%	91%	86%
Attached unit	16%	9%	14%
Race and Ethnicity			
White	83%	92%	83%
Not white	17%	8%	17%
Hispanic	9%	5%	6%
Not Hispanic	91%	95%	94%
Sex and Age			
Female	51%	65%	52%
Male	49%	35%	48%
18-34 years of age	22%	8%	18%
35-54 years of age	50%	51%	52%
55+ years of age	28%	41%	31%
Females 18-34	12%	5%	10%
Females 35-54	25%	33%	26%
Females 55+	14%	27%	16%
Males 18-34	11%	3%	9%
Males 35-54	25%	17%	25%
Males 55+	14%	14%	14%
District			
District 1	37%	31%	35%
District 2	38%	50%	39%
District 3	26%	18%	25%

** 2020 U.S. Census Bureau, 2024 American Community Survey Population Estimates*

Open Participation Survey Responses

Table 61: Question 1 by Outreach Method

Please rate the quality of each of the following provided by the Town of Erie. (Percent Excellent or Good)	Sample	
	Address-based	Open-participation
	(A)	(B)
Parks	85%	85%
Trails	78%	80%
The Erie Community Center (ECC)	77%	74%
Recreation Programs	75%	78%
Availability of information about parks and recreation offerings	75%	77%

Table 62: Question 2 by Outreach Method

Thinking back over the past 12 months, how often did you or your household use the following amenities or services at the Erie Community Center? (Percent "At least a few times a year")	Sample	
	Address-based	Open-participation
	(A)	(B)
Adult programs	27%	41% A
Adult Sports	16%	22% A
Aquatics	47%	63% A
Community meeting rooms	24%	33% A
Drop-in fitness	42%	52% A
Fitness Classes (e.g. pilates, yoga, boot camp)	26%	34% A
Gymnasium/open court use	31%	42% A
Indoor playground (Mini Miners)	24%	31% A
KidStation	15%	17%
Personal training (private or semi-private)	7%	9%

Thinking back over the past 12 months, how often did you or your household use the following amenities or services at the Erie Community Center? (Percent "At least a few times a year")	Sample	
	Address-based	Open-participation
	(A)	(B)
Racquetball	11%	15% A
Therapeutic Recreation	7%	9%
Youth General Interest programs	19%	25% A
Youth Sports	27%	33% A

Table 63: Question 3 by Outreach Method

How important is it that the Town of Erie provide parks and recreation facilities for the following purposes? (Percent Essential or Very Important)	Sample	
	Address-based	Open-participation
	(A)	(B)
Promote physical activity	85%	84%
Support mental health and stress reduction	75%	72%
Provide safe, structured youth activities	90%	88%
Offer enrichment programs and lifelong learning opportunities	65%	63%
Bring people together and foster community connection	68%	68%
Support aging in place for older adults	75%	73%
Enhance overall quality of life in Erie	87%	92% A

Table 64: Question 4 by Outreach Method

(Percent Strongly Support or Somewhat Support)	Sample	
	Address-based	Open-participation
	(A)	(B)
Overall, do you support or oppose the Town of Erie renovating and expanding the Erie Community Center to address current space and program limitations?	76%	80% A

Table 65: Question 5 by Outreach Method

In your opinion, how important is that Erie Community Center Expansion focuses on each of these areas? (Percent Essential or Very Important)	Sample	
	Address-based	Open-participation
	(A)	(B)
Expanded fitness space	65%	71% A
Additional multipurpose meeting rooms	17%	17%
Additional gymnasium	49%	55% A
Increased indoor playground and youth space	53%	53%
Improved staff and administrative space	31%	34%
Modernization of mechanical, electrical, and AV systems	47%	49%

Table 66: Question 6 by Outreach Method

(Percent Very Likely or Somewhat Likely)	Sample	
	Address-based	Open-participation
	(A)	(B)
How likely would you vote yes if a ballot measure proposed a sales tax increase to fund the Erie Community Center expansion?	68%	74% A

Table 67: Question 7 by Outreach Method

(Percent Very Likely or Somewhat Likely)	Sample	
	Address-based	Open-participation
	(A)	(B)
How likely would you vote yes if a ballot measure proposed a property tax increase to fund the Erie Community Center expansion?	46%	53% A

Table 68: Question #8 by Outreach Method

If the Town moves forward, which funding option would you prefer?	Sample	
	Address-based	Open-participation
	(A)	(B)
Sales tax increase	52%	53%
Property tax increase	16%	17%
Do not expand at this time	20%	20%
Not sure	12%	10%
Total	100%	100%

Table 69: Question 10 by Outreach Method

How much of a concern, if at all, are the following related to the community center expansion? (Percent Major or Moderate concern)	Sample	
	Address-based	Open-participation
	(A)	(B)
Cost to residents	80%	82%
Tax increases in general	81%	83%
Construction disruption	38%	45% A
Other community priorities should come first	42%	39%
Concern about government spending	58%	57%
Not enough personal use of the facility	35% B	29%

Verbatim Responses to the Open Participation Survey

Following are verbatim responses to the open-ended question on the survey. Because these responses were written by survey participants, they are presented here in verbatim form, including any typographical, grammar or other mistakes. The responses are presented in alphabetical order.

Question 4a: If you support expansion, what are your primary reasons?

- 1. Fitness classes are too crowded, sometimes there is a wait list. 2. more variety needed within silver sneakers program eg yoga, stability. 3. Outdoor swimming pool would be a great asset
- A better pool and bigger, better fitness is needed for the growing town. It's too small for fitness and the pool is below average. Outdoor pool is very needed. I've been told it's because of mines they can't have one but then why do most the neighborhoods have ones?
- A central part of Erie community
- A growing community needs a strong meeting and recreatspace
- A sense of community
- A the city grows amenities need to grow with it to continue to provide support. I like the focus on youth sports and expanded playgrounds.
- Access to the programs and high quality spaces is one of the most important reasons we cite a high quality of life here in Erie. As a Pickleball player who sees more and more engagement by families and younger people, I'm hopeful that future expansions include dedicated indoor and more outdoor pickleball courts. I would also support paying for a second community center that includes an outdoor pool since our HOA doesn't have one.
- Accommodate more people, new features and activities
- Adult aquatic pool
- Adult classes are full and the answer is a larger work out area. During the summer, the rooms are shared with youth programs
- Adult services and programs
- All of the reasons you gave above!
- Allow residents to continue using the center comfortably and safely for fitness, events, childcare, recreation, and meetings
- An expansion in program space may provide more opportunities for families or individuals to participate more.
- An outdoor pool would be an amazing addition.
- As a regular user of the ECC for fitness, it seems that it is increasingly crowded due to increased population since facility was built
- As Erie's population grows, ECC must expand to accommodate the need or a satellite facility must be constructed.
- as the only available general use facility in town, the facility is very limited in what it can offer residents who use it on a daily basis as well as an occasional basis. Trying tor reserve a community room has become next to impossible, trying to support all the kids in town leads to high frustration levels among parents, and there just isn't enough space for the growing population to utilize the facilities

- As the town continues to grow, the community center needs to be prepared to provide space and programming.
- Availability of more room for strength training and pool area
- avoid overcrowded us of facility, adding more lap pool lanes, expansion of work out areas.
- Because it is a vital part of the community
- Because of the overall city growth and the high usage
- Been going to the fitness center at ECC for 5 years. Never seen it so crowded. Becoming less of a pleasant experience.definitely needs an expansion.
- Being able to mix daily with residents of all ages which enhances life for all of us. Great pool, walking track, exercise machines. And the Columbine room for social gathering. Our rec center is treasured by so many of is.
- Benefit the community
- Better amenities and also the availability of rooms or courts will increase
- Better meet demand.
- Better pool, more kid friendly options within the rec center, better workout facility
- Better/larger fitness facilities and more opportunities for youth sports.
- Bigger aquatics. Larger pool.
- Bigger gym, more access, less crowding. Bigger pool.
- Bigger lap pool- get a swim team for erie- both high school and community
- Bigger weight room
- Both my kids and I use the rec center almost 7 days a week for working out and it's an essential community offering that is starting to feel full at peak times
- Bring more variety of activities
- Build community
- Building is to small during certain times of the day.
- Can't get into things due to size limitations
- Capacity - as stated the center is operating at or above capacity in many areas. A great example is the pool, which only has 3 lanes for lap swimming and often only 2 are open. These lanes are often full.
- Center is becoming overcrowded. I think expansion of the current Community Center is not the answer. It may be time for Erie to add a second or third facility in other parts of Erie.
- Center is getting to small for the population of Erie
- Center is too busy and crowded.
- Check out the nearby Lafayette rec center and use that as a model -- Erie should have something at least as nice / inviting / functional as that.
- City is growing. Our rec center should grow to accomodate.
- Community center and facilities are overcrowded. Drop in fitness classes often are waitlist only. Fitness areas and walking track along with gym space overcrowded and hard to use
- Community Center very crowded, especially with machines and weight room. Fitness classes are crowded and instructors do not enforce kicking those out that do not sign up for the classes.
- Community centers are a basic need of any well established community. ECC does a great job, and we are outgrowing ours now.

- Community interest and well being
- Community is growing which results in more people using the Community Center. Not enough pickleball courts - both indoors and outdoors.
- community resource
- Community, mental & physical health
- Continued value to the ever growing community. We stopped annual ECC membership and went elsewhere due to overcrowding
- Creating more space will increase access and opportunity to participate. The space needs to grow with the community
- Critical need for more meeting rooms
- Crowded facility, More variety and quantity of classes needed
- Crowded fitness areas
- Crowded fitness space, even more so with recent "improvements". Limited convenient lap swim times. Some fitness classes fill quickly. Would like to see more spin class, especially longer sessions (60-90 min in winter).
- Crowded. Losing guests to other facilities.
- Current community center is too small for the exponential growth of the community. A dedicated gymnasium/fitness center building would be ideal
- Current community center tends to feel overcrowded
- current facility is at or over capacity
- Current rec center is too small and crowded
- Currently not enough program space offered for youth
- Currently over crowded driving away users
- Daily use with young kids
- Definitely needs more space for weight training (free weights especially). More space for new cardio machines would be nice too.
- Drop in options swimming winter and working out
- Due to growing population in Erie, this space needs to expand and support the volume of people
- Due to the increase in the number of Erie residents using the rec center facilities has definitely increased the need for more rec center facilities.
- ECC doesn't support growth of town
- ECC is a key benefit of the community. It enhances property values as well.
- Education
- Enhance access and options for community involvement and encourage physical activity and social interactions
- Enhance overall quality of life in Erie
- Enhanced community value and draw for young families.
- Enhances quality of life in Erie.
- Ensure we have enough space for our growing population
- Erie got a whole lot bigger since the rec center was built and can't handle the amount of people using it.
- Erie had grown rapidly & needs a larger facility!

- Erie has grown a lot and continues to grow and the rec center can no longer support the amount of people who use it. It is way too crowded, loud, and there isn't enough space.
- Erie has grown tremendously, and the Community Center needs to grow with it.
- Erie has grown. The Community center is one of the best assets of the Town.
- Erie is doing a lot! But there are still limits to how families can participate due to high demand
- Erie is expanding, and to support that growth the community center needs to renovate to meet the needs of the residents and continue to be a hub for the community.
- Erie is growing & needs to support that growth
- Erie is growing and we need the expansion to meet the growing need's
- Erie is growing faster than its infrastructure and amenities and the current community center isn't physically big enough for the huge increase in residents.
- Erie is growing rapidly. ECC needs to expand to keep up
- Erie is growing so fast and the Community Center is an integral part of this community. It needs to grow with the town.
- Erie is growing so fast and we need need facilities so everyone can enjoy.
- Erie is growing!!
- Erie is growing. Need more room in the building. Need more pickleball courts
- Erie population is growing. Need to expand ti keep up.
- Erie's population is growing and particularly its young families. We use the ECC and want to continue to have access to it as the city increases in population.
- Erie's predicted population growth. The Rec Center classes fill up and have waiting lists.
- Essential to the Erie Growing community
- Everybody uses it. I love the crafts, classical concerts, and sports under one roof.
- Everything the rec offers is wonderful but agree with all of the limitations above. People often can't do what they want because space used for something else (ie basketball vs pickleball)
- Existing is very crowded at peak hours
- Expand aquatic area, expand youth rec teams availability
- Expanded fitness area. Better machines. More space. More space for calisthenics.
- Expanded fitness space and indoor playground. The group fitness classes are always at capacity and I would love to see more offerings of classes.
- expanded fitness space is needed to cut down on wait times for equipment.
- Expanded fitness space, and additional gym space.
- Expanding the space may allow for further use and inclusion and hopefully lower prices for use of the space
- Expansion for more options
- Facilities need to be provided to meet the needs of the growing population.
- Facility getting more crowded, expansion would be welcome.Didn't notice anything about expanding the locker room area, men's could use some more room.
- Facility is packed a high use times - very seldom slow during slow times
- Facility provides local, affordable access to physical fitness options that provide the community physical fitness activities year round. The quality indoor track is one of the best around and that is critical for the senior population of the city of Erie.
- Facility serves the town well.

- Feel that current offerings are still limited/not enough compared to the Erie housing expansion. Specially around fitness facilities, playgrounds and kids/youth sports programs
- Fewer waiting lists for residents
- Fitness area expansion and open court use.
- Fitness classes
- Fitness facilities, equipment and class space are crowded. Locker rooms are inadequate.
- Fitness space, youth sports, meeting spaces could all use more space
- fitness space; youth programs
- Fitness, gymnasium, bigger & longer track, and possibly ninja studio.
- Focus on fitness in our community
- For all that I checked above
- For the reasons mentioned above. If there were more programs for teens and adults, and specially if there was a better pool (sauna, steam room, cold plunge, outdoor pool: see Silverthorne CC), we as a family would participate even more in the ECC activities. It would also be nice if there were more concerts and other social gathering events.
- Fosters community engagement
- Funds, where will the money come from for this? Our Mayor did the current rec center we quickly outgrew and isn't paid off yet.
- Good for the community
- Great community asset. We haven't used it much this year, but will again and know lots who do.
- Great resource surrounded by a growing community
- Greater capacity to support growing population
- Growing demand / population
- growing population
- Growing population & development outgrowing current facility & programs.
- Growing population = growing need
- Growing population in Erie. We keep building homes
- Growing population of Erie.
- Growing population, not enough resources. For example, trying to sign up for swimming lessons when registration goes live at 7am - by 7:02 it's totally booked.
- Gym area too small. Trainers sit on already low stocked equipment while training and there aren't many machines.
- Gym space
- Gym space forth youth and adult sports
- Gym space, pool space
- He's gotten big and we need more space in the community center.
- Health, wellness, joy and community matter
- Help more people.
- Hoping that they can offer more fitness classes/space and pay the employees and trainers better. Compared with Lafayette's, ECC employees and instructors are underpaid.

- I agree it needs more capacity, but I do not see the capacity of the swimming pool being addressed. Swimming lessons are hard to enroll in and frequently fill up within a matter of minutes of opening.
- I am impressed with the classes and activities offered and I want these to continue.
- I come to drop in classes 3-5 times per week, and I have to sign up for classes sometimes a week in advance to get a spot.
- I don't go now because it's too busy. Needs better pool, sauna, gym area especially for older adults.
- I don't work out at the rec center because it such a small space. I would love more elbow room between equipment allowing for more area to workout.
- I enjoy the programs I do participate in at ECC, but hold off on others (including membership) because it is too crowded.
- I go to the gym to work out and during peak hours the area is very busy. It would be nice to have more room for this. I also think it would be helpful to have more meeting area spaces available.
- I have two toddlers who will using the ECC on a very frequent bases, and that means I will be using the facility as well.
- I have used the ECC. I don't have small children, but I'd like to have more opportunities for more organized pickleball with drop in opportunities, lessons, etc. So far I have gone outside of Erie to do those things in Boulder, Louisville and now in Arvada!!! I would love to have an outdoor pool area with a designated ADULT ONLY pool. I live in the Bolder County area and there isn't a neighborhood pool in my community. In the summer, the pool is way over capacity with kid programs. I found it very frustrating to try to swim during lap/adult time when kids were playing basketball in the water around me and the lifeguard did nothing. I now go to a gym with a pool 25 minutes away. I literally can see the ECC from my window. Personally, this has been frustrating.
- I have young children and as they grow we will use it more. The town is building homes faster than grass grows. Common sense tells me if we're over capacity now..
- I like what you've done so far.
- I mainly use the gym areas with the weight machines, treadmill area, and stair machines. These areas are all heavily used, and on a busy day it can be infuriating trying to complete a workout due to a lack of machine availability.
- i really dont enjoy using the ECC as much has i did when i first moved here in 2015 because it has gotten too crowded
- I recognize how crowded it is when I am there!
- I rely on ECC for exercise and strength conditioning. The population of the town is increasing, potentially doubling, which will increase demands on the ECC. We need a facility that will meet the expected growth.
- I run at the gym several days a week. We need more space for additional workout equipment, and it's clear by the constant kid activities that another gymnasium needs to be added.
- I see the need when I use the center
- I see the needs identified and support growing with the community

- I support expansion to fill the needs, but not at the proposed cost which is equivalent to roughly three major parks or miles of trails across the Town. I view those amenities as being equally important if not more so to addressing overcrowding at the Rec Center. Longer-term, I support building a second Rec Center more than expanding the current center (knowing another one will be needed in the future anyway).
- I support it but our taxes are insane so it just depends.
- I think a community center is an important part of a community. If a study was done and these needs were identified, then they need to be addressed.
- I think it's important to have a functional rec center, even if I don't use it much.
- I think most every aera could use more room
- I think the community center provides myriad benefits to the community. Improving and expanding the space will help the town continue to provide what I consider is an essential component of the community.
- I think the more recreational opportunities a town has the cooler that town is!
- I think with additional space, a greater variety of kids programming, such as gymnastics, could be offered. The rec center's close proximity to the library and park already make it a great hub for kids activities.
- I use it daily and it is operating over current capacities.
- i use it frequently.
- I use it often and there is limited indoor court space and conflicting interests. There should be at least one court dedicated to open play at all times.
- I use it.
- I use the facilities several times a week and Have been placed on a waitlist for classes several times lately.
- I utilize the current rec center 5 days a week for exercise and weight training. The current size and configuration of the free weight and circuit equipment is not adequate, especially during evening times. With Erie continuing to expand this will only get worse and I will need to consider moving to a larger fitness facility such as a 24 Hour fitness or Anytime Fitness
- I want a better swimming pool, outdoor playgrounds, and unique activities.
- I want more opportunities for youth sports for my kids - the signups are crazy and sometimes fill up instantly
- I want to be able to use a pool for lap swimming that is not excessively crowded
- I would be interested in of the current rec center could be expanded in the same location rather than a brand new building. New buildings are so expensive, increase carb9n footprint and take more water. Can we add onto existing facility?
- I would like the center to accommodate more people, especially as Erie grows. The weekly senior lunches are getting to capacity already, I think.
- I would love to have my children participate in sports/activities but they are so hard to get into. Swimming is the perfect example. I have tried every year for 4 years and I have never had luck getting into a class for my kids.
- I would prefer to see a better pool for lap swimming and competition etc for teams and high school
- I would use expanded facilities and services

- I'd like to see the outdoor pickleball courts made permanent. Real nets, replacing and painting permanent lines. And I'd like to see a covered table or sitting area built in the empty space to the west. Also, maybe more parking in the empty space west.
- I'd love a better yoga or mind/body space, plus general updates, including energy efficiency gains.
- I'm overall happy with what the community center offers. The only reason I would support expansion is due to population growth. More offerings for children is preferred. We enjoy being able to have birthday parties at the community center because they're affordable, so more options for those would be great.
- If compared to broomfield , westminster etc facilities, erie rec center lags behind in everything and feels poor. For example just compare the aquatics pool/facility with that of erie. With so much high property tax residents should get state if art facilities, recreation, parks and trails. Erie lags in all of these. I always wonder where the money us going when i see broomfield, westminster, superior.
- If it was nicer, I would use it.
- If this means an increase in taxes, I'm against expansion.
- Important asset
- Important resource for the community.
- Important to me to have a place to work out and have more space than rec. enter does now. Town has grown. Would like to see more classes too other than body pump.
- Improves quality of life
- Increase in population since center opened
- Increase workout space availability
- Increase youth amenities.
- increased availiblity of indoor pickleball courts
- Increased demand for recreation as Erie grows. More space for programs, more aquatic space, more fitness space (it's difficult access equipment, 2nd floor often is overcrowded). Currently there is lack of office space and staff have to hold small meetings in the lobby.
- Increased use and increased population of Erie
- Increasing population requires increased renovation of ECC
- Indoor exercise opportunities for youth
- Indoor play space for kids needs improvement/to be larger.
- It always seems overcrowded when I go to workout. I also think having a strong recreational program is an important part of a thriving community.
- It creates a place for all ages to interact.
- It creates and supports community and belonging, serves as a meeting place, center for learning, meeting rooms for activities of all ages and interest, serves various organizations and developments by providing space to meet, promotes health from Littles to Seniors.
- It gets too cramped to do anything in there currently.
- It helps enhance the quality of life in Erie
- It is an essential part of town, even if I don't utilize most of it's offerings
- It is better for the community

- It is crowded in the weight lifting area, there is only one bench press and you can tell more room is needed for equipment.
- It is currently too small and Erie is still growing
- It is difficult to enroll my kids in sports and swim lessons and to find parking for events. The best fitness classes also fill up and there have been many times I couldn't get it
- It is of great benefit to my family and the broader Erie Community
- It is often crowded right now with swimming pool being not up to par with near by pools
- It is one of the largest and most important central hubs promoting community and wellness in the town of Erie and is important to all community members in a variety -- yet all equally important-- ways. It needs to be sustained, improved and promoted!
- It is over crowded, especially the Active Adults (Seniors) area.
- It is to small for the amount of people moving into Erie
- It is very crowded
- It is very crowded in the AM before 0930.
- It keeps youth out of trouble and occupied and helps everyone have a space
- It would be very nice e to expand the kids area as it's very small but our kids love going there. Gym is also too small. Honestly additional meeting rooms is not necessary since there are so many places around Erie that you can hold meetings for free or have dedicated space for events. It would be nice to see that additional space for other items I.e, (steam room, saunas, golf simulator, ninja obstacle course, craft making space where kids can learn aka art studio. Please be creative where people in the community are truly benefiting. Those are just some ideas. Again plenty of multi purpose meeting rooms in this zip code, we don't need more. I'll say one last thing. Whoever is championing this project better be good and not just blowing tax payer money or I'll vote against it. Please treat it like it's your own money.
- It's a hallmark of our town. The increased space and staffing capacity will allow for expanded offerings that are really needed
- It's a primary facility for the town.
- It's always busy and sometimes crowded when we go. Seems like it needs to be expanded to meet demands of use.
- It's always so busy, especially for youth sports
- It's an important part of the community promoting health and fitness and is heavily used.
- It's definitely feeling crowded, and I didn't see the pool expansion included in the plans. With how many programs and sports families are juggling these days, space matters more than everthank you for looking into improvements.That said, are we thinking long-term about how we grow? Is the plan focused solely on expanding the current location, or is a second location on the table as well?If the goal is one strong central hub (which honestly feels ideal), I'd love to knowhas expansion and renovation truly been vetted as viable given Erie's underground personality (hello coal mines)? I think a lot of us would hate to see us head down a path of construction contracts and excitement, only to hit delays or roadblocks like we've seen with The Corner at County Line.Also, are we considering renewable energy options as part of this? If we're building for the future, let's really build for the future.And respectfullycan we aim for "best" and "better" when reviewing options, and just quietly remove "good enough" from the group chat? I think many of us would rather invest upfront in something that lasts than revisit

this whole conversation in 10 years because we tried to save a buck.We've all experienced what "cheap and quick" turns into eventuallyand it's usually neither.Appreciate all the work going into this. Just hoping we swing big and smart here.

- It's good for the community as a whole.
- it's important, convenient, and saves me money
- It's one of the only affordable gym options with childcare. We can also grow into the services as a family. (There was no general comment box but I put in 'major' concern below in terms of priority because I'm getting fed up that we do not have an outdoor community pool which is just criminal in Summer. Those in big wealthy suburbs have their HOA pools and the rest of us a crammed inside at the ECC - which we love by the way) (thanks for running these surveys, keep it up!)
- It's something we all use, I'd like to continue to use it in an expanded capacity
- it's too crowded
- It's too crowded
- It's too small
- it's too small and with the current regime in place and all the building that is occurring, it will only get more crowded
- It's too small for the population we have
- It's too small now that we are so big.
- It's very busy on the cardio machines and weight room
- It's very important for Erie residents to have a community center that offers so much for the residents. It's very crowded now.
- Its conjusted specially workout area up stairs
- Its too small need to keep up with our growth
- Keep a vibrant place for all ages to foster community
- Keep adults healthy and kids out of trouble
- Keep existing facilities in good working, mechanical order. New build communities in Erie are offering club house spaces and pool facilities. Keep that in mind.
- Keep pace with demand generated by growing population; avoid overcrowding
- Keep up with increased usage.
- Keep up with the growing demand
- Keeps Erie a community. The town is growing so the Community Center needs to as well
- Keeps people and communities strong. Important for families and aging adults.
- Kids, teens, and young adults need a place in town to hang out at.
- Lack of summer program availability
- Lap pool that has more availability and is not connected to the rest of the fun pool portion.
- Larger and growing population requires more access. There are times at ECC when it's very full in its current form.
- Larger areas mean more community members can use spaces efficiently. Would LOVE a bigger pool or a second pool for more open swim.times and great lap swimming availability/hours maybe even a swim team!
- Larger capacity and more offerings

- Limited weight training area for growing population (I've left to go to another gym due to the crowds). Another gym would be great for growth in youth sports.
- Lots of people using the facilities.
- Love to larger youth and kids area and gymnasium for all
- make a real pool of 6+ lanes
- Massive planned growth
- Meet the population growth demands, provide more space for more opportunity/usage, very affordable access across age groups.
- moderization
- More activities and options for parents and kids. Kids need a safe place, they also need something to do or they will "find" something to do.
- More fitness areas, plus sauna
- More fitness space
- More fitness space
- More fitness space is needed, and the additional space will be able to support higher numbers of members participating in various activities - this fosters a sense of community and keeps kids out of trouble.
- More for a family to do in Erie
- More opportunities for social interaction and fitness
- More opportunity for all residents to utilize services and programs
- More people in Erie, so more space seems logical
- More people living here will need more programs and more space in the facility.
- More pickle ball times and to continue to play Walleyball in a raquetballcourt
- More pool amenities
- More pools, tennis courts, safe places for teens
- More room
- More room and equipment
- More room for active adults
- More room for people to participate
- More space
- More space
- More space for teens. Also the fitness classes can be very packed
- More space for working out, more aerobic class offerings, maybe a 2nd room. An outdoor lap pool with master classes.
- More space for youth activities and recreation
- More space is in neec
- More space needed in all areas so less congestion.
- More space. Everything is too small
- More space/less demand for limited equipment
- More swim Lessons options
- More swimming lanes, more pickleball courts
- More to offer for growing community
- More youth offerings and more space to enjoy the offerings would be nice.

- More youth sport openings. We never know when to register and it fills up so quickly. It would be nice to have enough openings for more kids to join.
- Mostly need more lap swimming opportunities which in turn might support more recreational swimming for the youth.
- My activity is regularly limits on the amount of time and I'd often not slowed when kids are out of school
- My children and use of the facility especially the pool
- My family of 5 uses the Erie facilities heavily. We would like better access to youth sports (and not the 7am rush), more workout class options (times) and weight lifting space, a community outdoor pool and better options for kids 7-11 to be in the facilities if their parents are working out.
- Need additional space
- Need an outdoor pool for area kids swim teams
- Need for larger weight room area, and possible sauna.
- Need larger pool
- Need more diverse options for young adults
- need more fitness space
- Need more fitness space and equipment. I always have to wait for equipment
- Need more pool space
- Need more space
- Need more space
- Need more space, especially in the pool. How is that not part of the plan?
- need more space, it is overcrowded and because of that I am far less likely to use the facility
- Need more space. The facilities are always packed and that's one reason we don't use them as much
- Need more water space for kids!
- Need to expand to support the increased community use
- Need to support the community but I wonder if another facility would be better given how various neighborhoods are located.
- Needs updating to facility and programs
- New bigger space and opportunities
- Not big enough to match growth of community.
- Not enough equipment certain times per day in workout area; crowded when sports are going on
- Not enough for the amount of residents
- Not enough open gym space or weight/cardio
- Not enough room for swim classes and not a good variety of work out equipment
- Not enough space for equipment and workout facilitiesworkout machines are tucked into spaces that were not made for equipment use. Machines and equipment are too close together and difficult to walk through.
- not enough space for weightlifting and cardio equipment and workouts
- Not enough space in gym area/weight room and cardio. Feels like gyms equipment is just scattered in any open space available. Seems a little dangerous at times.

- Not enough to space to support current residents. Rec centers are a great place for youths of all ages to learn and play.
- Offer more community events and youth programs
- One of the strongest strengths Erie has in attracting people to our city is a sense of community. Adding to our community areas helps with home values and quality of life.
- Opportunities for kids and young adults.
- Opportunity to provide additional programming
- Our community is growing and need more space and options.
- Our society is so individualistic and isolated; we need as much community-focused, affordable structure and support as possible.
- Our town has grown so fast that it has far surpassed the needs that the current rec center can accommodate. I believe the planning is underestimating the need and that the increased gym proposal should be doubled. Gym space in this town is SO hard to come by. I coached youth rec basketball this year and we had two teams of 11 kids each sharing 1/2 of a basketball court! Growth isn't going to stop, so make it too big for the current population and let us grow into it!
- Our town is growing and we need space for recreation. The current center is insanely busy to the point of being dangerous in the weight room at times.
- Our town is growing, and the community center needs to grow with us.
- Outdoor pool option
- Outdoor pool would've the biggest improvement
- Over crowded
- Over crowded and need more space
- Over use, wesr and tear, more people than facility can handle to keep up high quality
- Over used
- Overcrowding at the community center
- Personal health (physical and mental) is really important to me
- Please expand pool
- Please instead focus efforts and funding on developing a public outdoor pool!
- Pool
- Pool always full. Need more lanes
- Pool needs to be expanded
- Population growth
- population growth demands more facilities and equipment
- Population growth dictates the necessity.
- Population growth has increased.
- population growth, DEI
- Population growth.
- Population growth. The pickleball has taken over the tennis courts.
- Population of Erie has soared. Need rec center to match
- Primary location for my fitness
- Program space for climbing, swimming, and other community level activities is essential.

- Promoting and providing personal physical health is important, there are a lot of people who need to become and stay healthy.
- Provide a safe space for all people
- Provide additional support for youth sports and leagues, reduce over-crowding at current facility, and give the community room to grow.
- Provide for entire population
- Quality of life and longevity
- Rate of growth in Erie
- Rec center is crowded and at times the equipment is unavailable due to so many people. The crowding will only get worse with growth. The rec center provides the opportunity to improve and maintain one's physical and mental health. This is essential for a thriving community.
- Record of use and value added to the community
- Recreation is crucial for children and adults. If I am going to pay taxes, I would much rather pay for this then a bus, affordable housing or other government programs.
- Room to use the facility. Some classes are so packed in, you can barely move around
- Sauna and outdoor pool
- See above essential answers
- Services to our community that benefit all are valuable to all
- Significant overcrowding upstairs at prime workout times - limited equipment & workout stations.
- Some centers in Boulder and Longmont are closing. Erie continues to grow. Need another center maybe in highly populated areas being built or already built. Have developers help with the costs
- space - and possible more swimming
- Space is needed
- Space limitations in swimming pool/lanes and fitness area.
- support aging in place and senior activities
- Support the continued growth of the Erie population
- Supporting the expanding needs of our community, giving kids a safe and enriching environment to have fun.
- Swimming pool lanes are very few for the population and tennis courts fewer.
- The 2nd floor weight area gets crowded, especially during school breaks.
- The administration of the town has only focused on growing the number of residents, but not on the quality of life in this town. The only thing they have been focused on for years is increasing their tax revenue. This is one area that would actually improve the quality of life in this town, especially for families. It is essential to provide programs and facilities for kids to interact without screens, for families to focus on fitness and community, and for the town to have space for gatherings and events.
- The aquatic area is always packed during swim lessons and open swim. Mini miners often gets too crowded and it's difficult to see little kids. The gymnasium is too small for basketball season.

- The building and offerings are far too overcrowded. My kids' volleyball and basketball teams were moved numerous times, sometimes having to play outside in freezing conditions. There are also not enough facilities for the number of kids wanting to play, making it nearly impossible to get on a team for certain sports. Swim classes fill up so fast it's nearly impossible to get a spot, and there isn't enough space to offer "real" swim lessons to kids under six.
- The center is overcrowded currently.
- The center is very busy during peak times, this would help provide more space and equipment for all users.
- The center should grow with the city.
- The city and the families are growing! Sometimes it's hard to get a spot, especially for kids' activities, because they fill up really fast.
- The Community Center has a strong presence in Erie and brings the community together
- The community center is a big for why we love living in Erie.
- The Community Center is a vital hub in the town and has programs and resources that appeal to a wide range of people. However, because of the growing community the CC is maxed out and needs to expand in order to cater to all folks in the future.
- The community center needs to be available to support the needs of the growing community
- The community center provides many great services for all ages and Erie is expanding quickly. It follows that the original plans were not sufficient for the increased population/need for services and/or space.
- The community has outgrown he facilitymore space is needed to support a greater variety and number of programs.
- The community is growing and the community should grow as well to continue to support community health and activities
- The community is growing by leaps and bounds. The rec center needs to be right-sized to meet demand.
- The community needs to be able to accommodate our fast growing community.
- The current ECC is too small for the size of the town, and can be difficult to navigate. A larger pool and/or an outside pool option would be ideal.
- the current facility is crowded. I go elsewhere. Sometimes I will drive even to Louisville to use their new clean facility. The group classes are held of the carpeted floors that the kids walk on with shoes. Dirty and gross.
- The current facility is too small for our growing community. For me the reason I don't use it is because of lack of space, especially the need for an actual swimming pool for swimmers. The Lafayette facility provides these spaces much better and so I go there.
- The current rec center is too crowded. It's becoming almost impossible to get the machines I need for my workout
- The current weight area and overall facility is lacking in space. Especially during busy times it's hard to just find a small space or machine to workout in/on. Also, the electrical doesn't seem to be the best, most mornings it's 72 degrees in the gym which in my opinion is warmer than I'd like to work out in.
- The ECC is a great resource for the community. It should be kept that way.

- The ECC is a vital place for Erie, encourages fitness and exercise, staying active and being involved with the community. It has been a great asset.
- the ECC is obviously a valued resource by the local community. I think it's really important the town continues to provide opportunities and a safe space for all age groups (especially teens and older adults) to meet and recreate. It's also extremely important to promote health and wellness and opportunities to everyone off screens and moving their bodies!
- The ECC is WAY TOO SMALL.
- The Erie community is growing quickly and so expansion and increased program offerings are needed to accomodate all the people moving to Erie.
- The existing building needs work/improvement and the community it expanding.
- The expansion is necessary to help keep pace with the growth of the Town, keeping the center economically and functionally viable as an important asset to the community.
- The expansion would allow for better freedom especially in the upstairs fitness area
- The facilities are very busy and my grandchildren use the facility almost daily.
- The facility is far too small for the community. The pool needs to be expanded, the parking is challenging on the weekends and classes are hard to get registered for (due to lack of space).
- The facility is too small for the current size of the town. I choose to go to Lafayette's rec center to work out because Erie's is so busy. I'd love to have the cardio equipment in it's own space, not at the entrance of the rec center
- The facility is too small for the number of residents. I don't even go anymore because it's too difficult to find an open treadmill or elliptical. I workout at Planet Fitness.
- The fitness space needs to increase in size. More play area for kids would also be great, our son loves the current set up but more stuff for kids to do is a positive.
- The gym inside is too small, the entire facility feels as though its at capacity, even during work hours.
- The gym is always extremely crowded
- The gym is not big enough for the growing community, it is so small that the weight lifting areas are dangerous at peak hours
- The gym is too small. Things are placed randomly where they can fit
- The more the better for everyone. Made many friends at the ECC
- The need for additional space is very apparent while in the facility during high use times.
- The only thing I think the community center needs is expanded indoor swimming (dedicated lap lanes!)
- The overall value to the community and direct benefit to community members.
- The overcrowding issue as the community continues to grow.
- The pool is a zoo during swim lessons, the parking lot is impossible on Saturdays when youth sports and swim lessons are going on at the same time, the poor library is overrun with soccer parking (it's not fair to the library! and nobody polices it!). There needs to be an aquatic center or a different area for soccer and football fields, to open up parking. Also, the pool is not large enough for lap swimming given all the (fantastic, wonderful, essential) programming from the rec, but recreational lap swimming, a Master's Swim class opportunity for adults, etc would be so great. I am a huge fan of the rec, but the town has grown so much since it opened.

- The pool needs to be expanded to add increased swim lesson options. It's damn near impossible to register for swim lessons in Erie. We have to go elsewhere to find them because it's so impossible to get a spot and the times are awful especially for working parents. We also don't go to the gym at the rec because of price and amenities. Would love to be able to but until there are some changes we cannot make it work. Would love for it to be similar to Louisville rec.
- The population has ballooned and everything will be strained.
- The population in Erie is growing, so should the ECC.
- The population of Erie is increasing and it's our only community center.
- The programs could be better with less people crammed into the various spaces
- The rec center is great but the classes are becoming over crowded and some are nearly impossible to get in. The workout area is also overly crowded at times- this was not an issue a couple of years ago.
- The rec center is well used and loved community amenity that serves to bring the community together and provide connection as a community hub. The importance of the rec center reaches far beyond keeping residents active.
- The rec center right now it feels small for a growing town like Erie
- The town continues to grow and the center is already maxed out.
- The town has far far outgrown it's capacity
- The town has grown and needs to continue to accommodate the needs of the current community. It is why people move here.
- The town has grown ecc has not
- The town has grown significantly and the rec center needs to expand to better fit the needs of the bigger population. We also really need to expand the swim area for lessons. The lap lanes are always taken and the lazy river is not enough space or appropriate for lesson purposes. Please look into a better pool area for kids learning to swim!
- The town has grown tremendously, offerings need to also scale up
- The town in growing and I feel the rec should too.
- The town is growing & more families with young kids are moving here
- The town is growing and a larger facility will increase access for residents
- The town is growing and it's already impossible to get your kids signed up for sprots unless you are logged on right at 7 am.
- The town is growing and our facilities should reflect that
- The town is growing and the community needs to be updated to support the growth.
- The Town is Growing and we need a Bigger Rec Center.
- The town is growing and we need more space for activities or they will end up not being used at all as people find alternatives. This is already happening.
- The town is growing too fast and the ECC needs to be able to keep up with the growth.
- The town of Erie has grown tremendously. We've outgrown ECC.
- The Town of Erie has outgrown this essential space. Expansion is necesary to keep up with Erie's growth.
- The town population has outgrown the capacity of the ECC.

- The weight machines are so overcrowded. We have resorted to working out at different times of the day - which we don't like to do.
- The weight room has always been too small.
- The weight room is really bad.
- there are more people than space, events and classes offered
- There are not enough facilities. I want to lap swim regularly, but I am not able to. The summer camp is capped and sells out in less than 10 seconds. Our girls would like to compete on a swim team, but the facilities are insufficient.
- There are so many people here who need and want to use the ECC. It needs to be updated and expanded since the growth of Erie has made it more difficult to accommodate the masses.
- There are times when the fitness floor of the ECC is overcrowded with participants. Not enough workout machines to handle the demand at times.
- There are too many people in Erie for the amount of services the ECC can provide. EVERY class and sport fills up in SECONDs.
- There is a clear need. The question is whether we should expand the current building or put the money into a second rec center
- there is a need for affordable meeting rooms in Erie, plus the Hvac upgrades should be funded
- There is a need for more exercise space and rooms.
- There is not enough room for group fitness classes.
- There's a need in the community for more space and programming
- There's equipment all over the sides of the walk track already, you can tell it's low on room and more and more houses get built each year.
- This doesn't necessarily meet all my desires for the community center, but I appreciate that others have identified these needs. It's almost 20 years old in a growing community,!8 have no doubt there are lots of needs.
- This facility is vital to the Erie community and should therefore be able to meet their needs.
- This is a vital asset to the residents and should grow and expand at the same rate as our population
- This is important, but other issues like the water crisis and property tax are more pressing.
- This is one of the only places I meet other people from the community while also improving my own quality of life. I'd love more people to use a community space rather than private gyms that are segregated by age, gender and income levels.
- To accommodate growth in the area and in anticipation of further growth.
- To adequately meet the needs of the community.
- To be able to meet the needs of a growing community
- To be able to serve the needs of the community
- To better support our growing community
- To continue the awesome programs and activities at the ECC for all ages as the town grows in population.
- To expand facilities
- To expand fitness, gymnasium, and other indoor recreational areas.

- To get new businesses and more useful places to shop
- To help alleviate overcrowding during busy times
- To increase capacity of existing services
- To increase the number of drop in classes, the number of machines, weights in the strength training area, and the number of programs for older adults.
- To keep up with Erie's growth and continue to be a space that's available to all residents and visitors to build community.
- To keep up with our growing population.
- To meet the needs of a growing community. It's too small for what is needed
- To provide a place where the community can thrive and come together for health, fitness, and socializing
- To provide essential services to the community
- To provide more fitness space and classes in the form of work out rooms, gym space and machines.
- To provide multi-generational opportunities involving healthy activities in a safe environment and promoting activities for meeting and supporting other Erie residents.
- To provide recreational opportunities for Erie's expanding population
- To small for the growth of the community. State of the art. We lived near the Apex Center in Arvada for comparison.
- To stop overcrowding
- To support a healthy thriving happy community
- To support the Erie growing population and demographics, health of all residents, and to strengthen our community and social connections.
- To support the growing population of Erie and continue to make facilities readily available to residents without the complication of reservations and booking systems.
- Too busy
- Too crowded and over capacity in all areas
- Too crowded today
- Too many people in this town for one tiny community center! Perhaps we need to build another one. Or a separate swim center at least.
- Too small and crowded for there size of the town.
- Too small for the town now
- Town has grown and town-provided recreation has to keep pace (catch up) in both indoor and outdoor recreation amenities/programs/services/facilities.
- Town has grown and we need a larger facility
- Town is outgrowing the rec center
- Unfortunately, there are more people now than in 2008 when the ECC opened so it has gotten much more crowded
- Unless there are plans for an additional rec center, it feela like now is the timefrom coat land, coat of building, coat of money, and opportunity cost standpointsto expand to meet future ToE growth. $30mm today is going to be less for residents than that increased cost-basis in 5-, 10-, or more years.
- Use daily, very busy.

- Want more fitness offerings, especially in evening hours
- Way over capacity
- We area growing community with growing needs and space needs
- We have active kids and want to be able to continue to enjoy the rec center with additional space and offerings
- We have enjoyed being able to use the Erie rec and feel that expansion should keep up with the growing population and needs of the town.
- We have two little kids and plan to be here a while. Since we moved here in 2018 it seems to be bursting at the seams, and is just getting worse. Scheduling is complicated for sports like basketball because there is not enough court space, and there have been scheduling problems from schools using their gyms. The waitlist for sports is insane and its very, very difficult to get a spot on a team each round of sign ups. Swim lessons is even more competitive. It just seems the ECC is not able to keep up with the demand of the community, and the community just keeps growing and growing.
- We have young kids who would like more opportunities to participate in Erie youth sports and have more recreation options since many are crowded
- We love the rec center but is small and very crowded at times. It has outgrown or quickly expanding city and there are many updates needed.
- We need a larger facility
- We need more facilities so more people can have access. I am hoping for a separate lap pool in this expansion.
- We need more fitness equipment as the town population has boomed, we also need an outdoor pool for the summer months
- We need more indoor space for weight room. Need a minimum of 8 new dedicated Pickleball courts outside.
- We need more options for fitness classes and other amenities.
- We need more room for participants. Another pool....
- We need more space and more options for kids.
- We need more space for sure. I just don't know if it's worth spending that money on expanding the facility or if it's better to put that money into a new facility.
- We need more space!
- We need more spaces and more team for youth sports. Everything books up in minutes.
- We need more. The center needs to keep up with the expanding town. And also needs to be able to offer more programs or more capacity for existing programs so there is availability. Take swim lessons for instance, so many times I'm on at 7am and still can't get both kids in.
- We need places to go play. For adults.
- We use the Community Center almost daily every week for our 11-year old daughter. Healthy and Safe Youth Activities are Essential.
- We utilize the facility and it is already too small for the community it supports and Erie is only growing
- We would like more space in the weight room and gym. Also multipurpose rooms if it allows for expansion of youth programming.
- We would like to see an outdoor pool in the summer for families to enjoy on the weekends

- What percentage of the Erie population actually uses the ECC? 225,000 visits of the same small group of the population doesn't provide a clear picture of the actual benefit of the ECC to the entire town. Property taxes are already too high in Erie, Water and Utility Costs are already too high in Erie, road conditions are still poor, so adding more tax on people for a limited use facility doesn't seem like a great idea. However, to keep the town attractive and provide opportunities for residents to improve their physical health, I can be persuaded to support.
- When I used the gym regularly it was often crowded & there were waits for equipment.
- Where does financing come from?
- With 2 young kids, I anticipate using services at the community center more and more. Since the town keeps expanding, it is important there is more space for activities. Also with climate change and extreme heat/smoke we've been facing, more indoor space for children would be great.
- with a growing town we need more space
- With all the new homes, expansion seems logical.
- With so many new residents (and more coming!), there is not enough availability at the rec center.
- With town growth, it'll be expected to have an expanded community center to meet the needs of the community
- Workout areas, larger pool and basketball courts need expansion along with pickleball courts to open up gym space
- Would be good to have options for kids ages 8-13 can play. like an indoor turf field, outdoor pool/waterpark, etc. Currently the activities are all geared towards little, little kids and there's no place where older kids can just play on their own
- Would like a sauna added
- Would like more gym space & equipment (weights, machines)
- Would like to see expanded unstructured youth opportunities at the fitness center. Young teens have very little they can do there.
- Would like too see outdoor pickleball courts improved
- Would love to use more the offerings at the center, but have stayed away because it seems so busy.
- You don't mention indoor pool but woefully undersized. Horribly undersized.fitness area way too crowded. Not enough locker room dressing room bathrooms. Better toddler no drop off area to bring kids. Lacking in stuff for 7 and under.
- You're building so many more houses, need more options for families so it's not overcrowded
- Youth and family activities and spaces
- Youth spaces
- Youth sports especially basketball needs more gym space. With a growing population we definitely need more space
- Youth sports. Adult Fitness. Youth Camps.

Question 4b: If you oppose expansion, what are your primary concerns?

- Additional cost of expansion when we're already being hammered with property taxes and stratospheric home and auto insurance costs.
- At a cost of $1,000 per resident, that would mean several thousand dollars per average household. Seems completely out of reach and inappropriate.
- Because a simple "expansion" is not the answer. A second center needs to be built and distribute the demand. Expansion would make the current building too large and obtrusive.
- Budget should prioritize infrastructure first
- Cost
- Cost
- Cost
- Cost
- Cost
- Cost
- Cost and financial concerns.
- Cost and not expanding the areas I use: fitness room, weight area. Expand meeting rooms for what?! They mostly sit empty. Modernization of HVAC - I suppose if that means it will not longer be 72 degrees in the cycle room and a hot summer day upstairs.
- Cost and taxes
- Cost as a taxpayer that doesn't use the facilities
- Cost number one with us tax payers picking up the cost.
- Cost to homeowners
- Cost to residents
- Cost vs benefit
- Cost VS use
- Cost, Erie needs more retail tax base to fund these projects.
- Cost, not the role of government
- Cost, this should be done by private sector.
- Cost, why should tax payers have to pay for optional services? I've lived in Erie for 15 years and have used the Rec Center less than 5 times. It's too crowded, and expensive for the services you get. Let the people using it as a gym fund it, like private gyms. Why doesn't Erie secure our water supply so residents can water and not have their lawns killed and threat of police turning off your water. Where is the priority? Why is the town wanting to spend more of OUR money, when they can't even ensure residents have enough water in warmer winters/springs?
- Cost. Great the way it is. Other priorities like water
- Cost/how will this be financed
- dont mess with the current one, build another, larger one.
- dont need the town to provide things for me in general. Definitely at the risk of increased taxes. I am an adult and can handle my life without town interference.
- Erie should focus on other initiatives. Erie has made the roads more dangerous. People are driving way to fast and the electronic use of bikes, scooters, golf carts need to be eliminated from the sidewalks. Children and adults using these devices are also riding recklessly in the middle of the streets at high speeds. Tackle the issues before you consider any expansions

and buildings. The town should stop building and start focusing on the disaster that exists due to the over building and port layout of the roads.

- Financial
- Focus should be on paying off the bond and adding a second ECC in another part of town.
- Funding not coming from admission price increase and instead a possible tax? Makes no sense. The price is so cheap to get in as it is conpared to where i was born & raised in boulder. The rec centers and ymca charge $15-20 for a day pass. When i moved to erie 26 years ago paying $5 to play hoops was a gift from the gods. Raise the price to $6.50-7 and still be a great deal. This is how to fund your expansion
- Hi use fees despite a significant tax investment. Agree that expansion is needed however that may just make it a bigger "daycare" for unruly high schoolers.
- How the project will be funded
- I continue to worry about Erie continuing to expand the scope of government. It is increasing taxes and driving more and more middle income families out of Erie.
- I don't see how the expansion will benefit the majority of ECC users.
- I never use it, it costs too much. All municipal facilities should be at no cost to residents.
- I support expansion, but I don't think we need more meeting rooms. I'd like to see a better pool area and the addition of a gymnastics area. If those things aren't possible in the current space, I'd prefer we use the money to go towards a new facility in a different location that can accommodate these things.
- I support that there needs to be additional space, however, I would rather see a separate facility built further east in District 2 than renovating or expanding the current ECC.
- I think it's fine as is and we don't need to spend money on something more.
- I think the current center beautiful and is more than adequate
- I would like to understand the fiscal plan for this expansion. How would this be funded and how can we be more fiscally responsible with the OPEX costs that are passed on to the residents.
- If we are still paying for the initial development of the Rec Center, we should not be expanding it. Maybe focus on a performing arts center as there isn't one near by.
- Increase taxes for a utility that also is way to expensive to buy a membership to. Absolutely a waste of money.
- Increased traffic and use
- Instead of expanding the current space, a new space should be built. Parking & capacity will always be an issue at the current location.
- It is currently meeting our family's needs.
- It seems expensive and unnecessary, especially the "improved administrative space "
- It's going to raise taxes, and taxes in Erie are already too high.
- It's great as is
- It's great the way it is
- It's missing pool improvements or expansions
- Losing 1 of the 2 racketball courts. These are a sport but also a meeting place for men nightly.
- Money needs to be spent on bringing in commercial demand generators and larger employers. Most neighbors in Erie are HOA with their own smaller recreation facilities. All you

are doing is spending money on something that already exists. To get more retail, hotel, entertainment options Erie needs to have an employment base. take that 30 million and use it for tax rebates to get a large company here. So many groups are looking for land. Look at all the commercial development in Broomfield and Thornton meanwhile Erie has zero.

- Money space
- My understanding is that we are still paying the mill levies for the original construction. Also, the value proposition is not very high based on the presented plan. We are not getting much value for 30 million dollars. As it stands, my family are members of the Lafayette YMCA instead of the Erie Community Center because a YMCA membership is less expensive and a better overall value despite our paying taxes to fund the Erie Community Center.
- Not a long term solution
- Not all areas are needed
- People that use these services should pay for them. There's no reason that I should be subsidizing someone else's gym membership. I go to a privately owned gym and it costs $15/month, has a pool, basketball court, weights, etc. classes are available for a higher tier. $30 million is insane for only getting 225,000 visits/year. This is an incredibly inefficient operation.
- Planning. The town of Erie needs to plan for the future 10-50 years out. I haven't seen any reliable planning being done or consultation. Do not act so fast before doing the necessary planning.
- Priority should be on expanding facilities for parks that are already overloaded for staff spacing. As well as overloaded for space for rec sports to play st
- Renovating and expanding cost taxpayer dollars. We have spent enough getting to where we are.
- Since I don't use the facility I don't think it's important and don't want to have the town raise taxes of any kind to do the expansion.
- Stop building so many new neighborhoods. The town knew when they build the rec center that they were going to overbuild the town
- Tax burden is already too high
- Taxation!
- Taxes already too high. Don't use the facilities.
- Taxes are already too high here
- Taxes too high already
- Taxes, and you are not addressing the tiny tiny pool.
- Taxpayer cost. The facilities are fine as they are. No need to expand.
- The amount of money it is going to cost
- The cost
- The cost of expansion of Erie facilities should be paid by developer / builder fees. Developers profit from the increased population in Erie, they should pay for the enhancement of infrastructure. These costs are typically known before subdivisions or developments were approved. The town then knew how much to assess. Expansion of water/sewer systems, Schools and roads are born by developers, not the community or Metro Districts or Bonding referendums.

- The cost. We can't afford an increase in taxes.
- The expansion may limit the availability for racquetball and Wallyball courts.
- The town has not properly budgeted for renovation and/or expansion.
- The town needs to prioritize infrastructure over a recreation enter expansion ie parking, crime, water and government waste.
- There are better options. The ERC is overcrowded and mediocre.
- There are other areas that Erie should concentrate on - for example bringing a grocery store closer to where people live so that there is less traffic on the roads
- There are other needs that are far behind sports and fitness, Arts & culture
- There are other places the town could spend money. Stop rubber stamping developers plans. Building without having to contribute to the infrasture and then asking residents to pay. Our property taxes are already high.
- These are too high now you build on and they're gonna skyrocket
- They can't afford what they have now and the water seems to be a significant concern in the town why expand now
- This is not the proper role of Town government to provide recreation for citizens. Stop spending other people's money.
- Too many people in Erie already. More important issues. We need to stop building and not assume that the goal of 80,000 residents is a good goal. That is not a shared good goal by many residents. That needs to be addressed first. Things like views being blocked by 3 story high condos and infilling all open space needs to be addressed first. That affects everyone. Rec center only affects those who use it.
- Too much money in a city that already has insanely high taxes.
- Waste of tax dollars
- We are doing all of our activities outside of Erie because the programs are crowded and don't seem to be organized well. I don't believe expansion is necessary, unless it's to provide more open space.
- We are not in a place at all where the town has the money to do this. Don't ask people to chip in for the naw enforcement center and then plan new builds. Take care of what we can do on the already-full plate. Council is running at 100 mph at night with the headlights off, with no clear idea how to pay for everything; things that are already in play are not getting done. We're on the verge of serious water issues. You made a mistake in getting rid of the Town Manager
- We now have quite a few fitness facilities near us. Expanding the fitness center at ECC is only desirable if its membership is significantly cheaper than the private companies.
- While this survey is in direct relation to the rec center itself, this also affects things like usage of fields for athletic events. Unless the town will be willing to support the use of fields by local competitive (such as happens at Broomfield Commons), I am unwilling to support any kind of future expansion.
- You are going to drive people out to other gymnasiums you continue to raise your rates while not offering much more in terms of actual features.
- You need to build a new rec center in the community park you own in colliers hill

Question 9: What most influenced your answer above? (Please describe briefly)

Preferred sales tax increase.

- A lot of non-residents use the facilities, so a sales tax would capture some revenue from them
- A sales tax increase would be spread out over the course of the year as opposed to an increase in property tax, which would be paid in full at once.
- All Erie can support regardless of home ownership
- All patrons pay, not just residents
- All pay for the increase that may use it
- All residents will be able to utilize the space, so the burden should be placed on all and not just homeowners.
- All residents will pay their fair share including the ones who rent properties
- Already have property tax plus HOA plus additional community fees.
- Already live in a metro tax district and property taxes are outrageous
- Anyone entering Erie would help pay
- Anyone spending in Erie would contribute, not just homeowners.
- As a homeowner, I would prefer that the project is not solely funded by homeowners, but by the entire community and visitors. Housing costs are already high enough and will likely continue to rise regardless.
- As erie grows so too will sales tax revenue
- Because then we can get revenue outside of the town, which is good because it's likely that people outside of Erie will use our facilities.
- best option of the four
- better
- Better option for funding
- Broad base tax
- Burden shared by non property owners.
- Capitalizes on revenue from visitors to erie as well.
- Capture revenue from town visitors.
- Consistent contributions through purchases across housing types vs solely relying on homeowners.
- Cost of living and housing is already too expensive
- Cost shared by residents, visitors, and shoppers
- Cost sharing and minimize impact on housing affordability
- costs shared by everyone, our property taxes will continue to go up no matter what so taking some of that burden away helps.
- Costs shared by more people. If revenue fluctuates, could the cost of using the facility be increased?
- Costs shared by visitors and non-homeowners
- Costs would be shared by all
- Developers of these packed neighborhoods are making money hand over fist and leaving residents to for the bill for "infrastructure". The community center should be funded by

infrastructure charges paid by developers, just like it should be with increasing costs of roads, utilities, police and fire.
- Do not want more property tax. Sales tax can be helped from anyone making purchases in Erie, regardless of where they live.
- Do not want to increase housing affordability
- Does not directly increase housing costs
- Does not directly increase housing costs
- Does not directly increase housing costs.
- Doesn't burden me if I don't spend in Erie
- Don't want property tax increase because it will never decrease once fully funded. Senior citizens can't afford any other increases.
- Don't want to impact lower-income households
- Easier to deal with
- Encompasses those who visit Erie as well.
- Equally shared tax burden
- equates mostly to a usage tax
- Equitable
- Erie is already an expensive town to live in. Even an extra $100 a year can lead to unnecessary financial stress on families.
- Even though I don't live in Erie, I pay sales tax at the Erie stores and restaurants.
- Every resident has some control over what & how much they purchase.
- Everyone pays some, even those who rent or visit
- Everyone pays, not just property owners. Since the need is driven by development, why are the developers not funding this?
- Everyone pays, not just the ones who own property. And property taxes are already high enough.
- Fair homeowners and renters
- Feels more fair since the costs will be shared by all, not just property owners. Property taxes are already insane.
- Fixed income resident
- grows with economy
- Growth with economy
- Have more control over impact to my budget
- Home costs are already very high, I prefer increasing the sales tax.
- Home owners should not be the only ones that contribute
- Homeowners shouldn't be the only source of income Out of towners use our community center and should help through sales tax
- Honestly property taxes are too high already and spreading the cost across everyday spending seems more equitable without over burdening any single group, like homeowners.
- Houses are already expensive
- Housing affordability long term
- Housing affordability. I am fine with either. (TBH the city should focus on affordable housing instead of that stupid mega church they plan to put in off of briggs)

- Housing cost
- Housing costs are already exorbitant in Erie. Between exposing taxes and the metro districts in many of the new developments, continued increases in property taxes place an additional burden on homeowners.
- Housing costs are already too high
- Housing costs in Erie are already too high.
- Housing does not need an additional cost burden.
- Housing in Erie is already too expensive
- Housing is already expensive. I wouldn't notice the difference in sales tax...plus it's a bonus when others outside the community purchase in Erie
- Housing prices arw too high already
- Housing prices increases are more disruptive and drastic measure
- I already pay a lot in property tax to live in Erie, soni would rather see a sales tax increase.
- I already pay one of the highest property taxes in the area so for me, even $90 a year is a lot and I am a senior on a fixed income. I also feel that we have a lot of people coming into the town to use the resturants, and the Community Center activities - they should be paying for this too, not just the residents.
- I am not a big consumer, so let all the people who do spend money in Erie pay for it
- I believe in taxes to support the community.
- I can barely afford my property taxes. Half of my mortgage payment is already going to the property tax.
- I can control my spending but have little control over my property taxes
- I can control what I buy, and the fact that housing is already too expensive.
- I could be swayed either direction on how to fund it.
- I don't have a strong preference for sales tax versus property tax. If your estimate of about $100 total for the year is accurate.
- I don't have a strong preference, but I like the idea that the cost would be shared by other than property owners.
- I don't own our house. I'd rather have a smaller sales tax than larger property tax that would likely increase our rent significantly
- I don't own property in Erie currently. I rent.
- I don't purchase many items in Erie, most of my shopping is done in Lafayette or Thornton
- I don't want housing costs to increase
- I don't want to increase my property tax when we probably won't be using the rec center at all
- I don't want to pay more in property taxes
- I live in Erie Commons and currently pay special assessment to pay for the community center and would like to spread the "wealth" for paying for the community center
- I own 2 homes in Erie
- I own a property and the property taxes are extremely high already
- I pay enough for my house and property
- I rent
- I think Erie is becoming popular for not only residents, but also visitors and we should benefit from that.

- I think it would be more spread out.
- I think lot of non property owners live and use community center and it is only fair to do sales tax increases compared to property tax increase
- I think sales tax so EVERYONE contributes.
- I want to know that spending my money in Erie is going to something incredibly important.
- I work in real estate, and increasing costs there can cause major issues with homeowners as insurance and HOA fees are also increasing, we don't want to price our current residents out of the area, which is a very real concern for our aging population living on a fixed income as well as our lower income families who are already struggling
- I would just prefer to pay a small amount more in sales tax which would hardly be noticeable than to see my property taxes increase. It would also be remaining with the property which could affect future sales.
- I would vote for either sales tax or property tax increase.
- I'd be equally supportive of sales or property tax.
- i'm a homeowner; taxes are already too high
- I'm afraid it won't pass if it's tagged onto property taxes
- I'm fine with sales tax but property taxes should remain the same. It's already difficult to pay for homes!
- I'm retired and I prefer to keep my mortgage manageable.
- I'm sick of cost of everything going up.
- Idk
- improving city services will benefit all levels.
- Increase in property taxes would make it untenable to afford our home
- Increase sales tax to match sister cities
- Increasing reliance on sales tax revenue will lead to and increased emphasis on economic development.Erie's reliance on developers, property owners/managers, and EEDC means that we are not seeking to attract businesses that could help us achieve these large goals.
- It is becoming more and more difficult to maintain a residence in Erie without good leadership and representation of residents. I have lingering distrust from the way current construction and growth projects are being managed.
- It seems unfair that only homeowners would pay for the expansion
- Just makes more sense to me! Property taxes are getting out of control!
- Keeps everyone being able to contribute
- Less tax impact
- Makes the most sense
- More diverse funding allowing not just property owners to foot the bill.
- More spread out cost otherwise renters aren't contributing
- More spread out over time
- Most people use it equally and this sales tax helps better to disseminate the funds among all. But if use property tax impacts people unequally.
- My concern for anything that increases property taxes after the increases we have seen in the last 4 years. I think that will impact low income people more than a sales tax. Additionally

some of the sales tax revenue will come from those visiting Erie and lessen the burden on all residents.
- My flipping property taxes are already stupid ridiculous in Boulder County. I'm retired on a fixed income. Any tax increase is grotesque in my opinion.
- My property tax is already high.
- My property tax is already higher than surrounding counties.
- my property taxes are already high
- My property taxes are already very high
- My property taxes are already way too high
- my property taxes are high enough
- My property taxes are incredibly high right now due to metro districts
- My property taxes just went up $700 a year. I do not want to add another $100!
- My property taxes went up 80% this year. I have no choice but to pay a property tax increase. If I don't want to pay more sales tax, I can shop outside of Erie.
- na
- No more property tax raises
- No need to increase property taxes.
- Non residents also use the rec center and shop in Erie so a sales tax shares the cost
- Non-residents will help pay.
- Not all of the people who utilize the rec center are residents or homeowners in Erie, but nearly all likely purchase goods in Erie. It better spreads out the increase to all people and doesn't adversely affect only homeowners.
- Not as noticeable an increase
- Not everyone owns property. This way everyone gets to be taxed which would give the Rec Center more money.
- Not everyone uses facility
- Not sure
- Opportunity to share cost with those who visit
- Optional contribution
- Other people use the facilities, not just property owners.
- Others help fund outside if residents
- Our home taxes are too high already
- Our property taxes already feel very high
- Our property taxes and Metro taxes are already incredibly high in Erie. Maybe by increasing sales tax to be able to expand the community center will push the town to bring in more businesses to make this possible.
- Our property taxes are already crazy
- Our property taxes are already ridiculously high
- Our property taxes are already so high ands will continue to increase without adding to it
- Our property taxes are already so high. Please evaluate grants and other sources of funding other than citizens paying all of it.
- Our property taxes are already too much. I will not support anything to increase those. I may consider a sales tax increase for the right thing.

- Our property taxes are astronomical already.
- Our property taxes are high enough
- Our property taxes are just too much as it is - even incremental increases are not something I want to see.
- Our property taxes are one of the highest in the state already
- Our property taxes are so high already and hurt seniors and single parent families
- Our property taxes are way too high now.
- Our property taxes have gone up every year already, also have metro district tax, it's all too much for a property owner
- Overall, taxes on properties is too high
- Paid for by all who use town stores.
- People are already complaining about significantly increasing property taxes over the last couple of years and to only have property owners shoulder the cost of the expansion seems unfair. Sales tax increase would share the cost across everyone who uses/enjoys the town and it's services/facilities.
- People control how much they pay in sales tax by how much they spend. Plus, people from neighboring towns who use Erie's rec center would help fund it.
- People feel property taxes more than sales taxes
- People from outside Erie use the ECC as well and therefore a sales tax would more accurately reflect the finding structure.
- People rarely notice how much sales tax they pay but property taxes are more obvious
- People who rent in our town also use these facilities so they should have to shoulder the costs. I know their rent may increase as well but not always the case. I would be in favor of a bit of increase for property and sales tax - not all one or the other.
- Personal cost to retired citizens
- Potentially spread out the costs of the renovationz
- Prefee
- Prefer sales tax over increase in Property tax
- Prooerty taxes are already ridiculous.
- Prop taxes are too high, and not convinced the tax would sunset after expansion. At least a sales tax can be avoided if needed.
- Property tax already high
- Property affordability is declining in the town with the persistent growth.
- Property tax increased hurts resale
- Property tax is already getting high as is.
- Property tax is already ridiculously high! Town should be looking at how to lower, not make it higher!!
- Property tax is already too high in addition to the metro district tax.
- Property tax is already too high.
- Property tax is already very high (boulder county Erie resident)
- Property tax is already very high when the house prices are going down. By choosing to increase sales tax people will have the option to purchase but increase in property taxes pushes people out of the house

- Property tax makes my rent go up. I love my community and don't want to have to leave.
- Property tax only impacts property owners whereas sales tax is more broad based
- Property taxes already far too high and have gone up precipitously in recent years outpacing older people's ability to keep up. Considering that the increased demand comes from the building of additional neighborhoods I think it more appropriate to place the majority of the burden on new development but implementing a new fee on developers based on the expected population increase for their developments. Exemptions should be made for building committed to AFFORDABLE housing.
- Property taxes already high
- Property taxes already high
- Property taxes already high.
- Property taxes already sky high
- Property taxes already to high
- property taxes already too high
- Property taxes already too high
- Property taxes already too high. You need to be able to afford to live in the area to use the community center.
- Property taxes are already astronomical.
- Property taxes are already expanding too fast
- Property taxes are already extremely high and have increased considerably in recent years. I think the measure would be more likely to pass with a sales tax increase.
- Property taxes are already fairly high
- property taxes are already high
- Property taxes are already high
- Property taxes are already high
- Property taxes are already high and are a serious concern for home owners.
- Property taxes are already high enough and keep going up
- Property taxes are already high for to the metro tax and I'm not excited for an increase.
- Property taxes are already high. A percentage point on sales tax would be as costly to residents.
- Property taxes are already high. I don't think we need to do anything to make them more so.
- Property taxes are already high. No impact for those renting or leasing.
- Property taxes are already increasing more than I agree with.
- Property taxes are already insane with the valuations of property. I bought my house 13 years ago. I should only be taxed on what I paid for it.
- Property taxes are already outrageous
- Property taxes are already outrageous. They should have been saving money for this obvious need for years either all of the homes and residents they have added. If they managed their income better, a new fund would not be necessary. Their spending is not smart and many times non-essential (recent curb replacements and Erie parkway curbing is a prime example).
- Property taxes are already really high
- Property taxes are already ridiculous
- Property taxes are already so incredibly high in this area. I do not support an increase.

- Property taxes are already super high. We pay more here than we did in California! I'm more amenable to sales tax increase since "outsiders" would help pay for it...wink wink.
- Property taxes are already through the roof with mill levy's
- Property taxes are already too high
- Property taxes are already too high
- Property taxes are already too high
- Property taxes are already too high
- Property taxes are already too high and we need to set limits starting somewhere- housing
- Property taxes are already too high to keep up with
- Property taxes are already too high!
- property taxes are already too high.
- Property taxes are already too high.
- Property taxes are already too high.
- Property taxes are already too high.
- Property Taxes are already too high.
- Property taxes are already too high. I am against all property taxes.
- Property taxes are already too high. We will discourage people from moving into town.
- Property taxes are already unaffordable.
- Property taxes are already unreasonably high. If the MUD mill levy were paid off I'd consider a property taxes increase.
- Property taxes are already very high and sales taxes would be shared by community as well as visitors
- Property taxes are already very high housing affordability is a problem.
- Property taxes are already very high.
- Property taxes are already way too high in Erie.
- Property taxes are already WAY too high!
- Property taxes are already way too high. I would prefer a sales tax so that everybody contributes
- Property taxes are already. Sales tax is based on your spending and is not forced purchase.
- Property taxes are high already and I'm sure that more will be added even if this doesn't go
- Property taxes are high enough
- Property taxes are high enough. Sales are "ok"
- Property taxes are high now
- Property taxes are high, have to pay themSales tax I have control of what I buy.
- Property taxes are out of control and keep rising. Sales tax is less painful.
- Property taxes are too high
- Property taxes are too high already
- property taxes are too high already and with sales tax visitors to Erie would contribute if they purchase items in the town
- Property taxes are too high already.
- Property taxes are too high already.
- Property taxes are too high as it is
- Property taxes are too high now.

- Property taxes are too high. Also, the sales tax needs to sunset.
- Property taxes can't support everything in this town. We need to cultivate the retail and commercial aspects of our town as well. Or people will start to move out.
- Property taxes curretnly too high.
- Property taxes feel so high already where a sales tax can feel unnoticed
- property taxes have already increased considerably over the past few years
- property taxes have increased dramatically in the past few years. voters will be VERY resistant to increases in property taxes, while they might be more open to a sales tax.
- Property taxes have increased too much already
- Property taxes have increased tremendously in the past few years with property values going up, where is all that money going?
- Property taxes here are already too high with most new neighborhoods crushed by metro taxes.
- Property taxes keep rising
- Property taxes on new builds are already very high to cover cost of parks, etc
- Property taxes too high already
- Property taxes will ALWAYS increase.User tax is would be the best choice
- Property values
- Puts the burden on more people.
- Rates on homeowners taxes skyrocketed the past few years-a ballot measure would not be supported given the increases.
- Real state taxes are pretty high already
- revenue grows with the economy
- Revenue grows with the economy
- Revenue grows with the economy, property taxes are already too high
- Revenue grows with the economy, which incentivizes new and expanded businesses
- Sales tax affects everyone not just property owners
- Sales tax charged in area that the tax is to be used.
- Sales tax increase is adjustable to the economy (spend more= more revenue.) Property tax increase affects each household even in a recession or inflated market.
- Sales tax increases at least impact people based upon how much and how often they spend their income. The more people have and spend, the more they fund the expansion. This seems a more fair approach than burdening everyone with a property tax increase that will never decrease and makes Erie less and less of an attractive place to purchase a home.
- Sales tax involves everyone. property tax only impacts owners of prorrty.
- Sales tax makes sense
- Sales tax relates more directly to use.
- Sales tax would grab from everyone - however I would suggest the owners of the Draco Pad and other oil and gas companies in the greater Erie area pay the expansion in its totality
- Sales tax would take advantage of nearby excessive building practices such as apartments in Broomfield. This massive growth, not considered a part of Erie will strain Erie shopping, dining, and other amenities without collecting property tax.
- Sales taxes impact all groups more evenly than property taxes.

- Seems like the better option.
- Seems more fair?
- Senior citizen that is being priced out of Erie by property taxes
- Senior citizens will be less likely to be impacted if they don't use the facility.
- Seniors in the area cannot afford higher property taxes.
- shared costs
- Shared costs
- Shared costs and minimal impact on housing costs.
- Shared costs, property taxes already expensive
- Shares the burden equally
- Sharing the cost and property taxes are already too high. Government needs to learn how to work within the revenues they receive just like we as individuals must also do.
- Sharing the cost burden
- Sharing the cost with more of the population.
- Since the ECC is accessible to all residents, I think it enables a "buy in" for both those renting and those owning property.
- Spread cost to all users
- Spread money to non residents as well.
- Spread the cost over others not just homeowners.
- Spreads cost wider (visitors, commuters, shoppers help pay). It grows if/as our local economy grows. However it is less predictable (drops during economic slowdowns) and it can hit lower income households. So my real answer would be to have a small property tax increase to fund bonds but then also have a sales tax bump to offset operating costs
- Spreads revenue across wider base.
- Still torn on the best approach
- Taxes collected by youth sporting events with residents outside of Erie can also help support with sales tax. Our property taxes are also very high already being in a metro district
- Tevenue grows with the economy
- The burden is carried by everyone including those visiting Erie not just property owners.
- The ECC is open to non residents so they also share the cost of expansion
- The fact that property taxes are already exorbitant. Althought I do realize that property tax increase is more stable and the people that benefit from the project pay for the project.
- The importance having these spaces.Our kids our grown, but I know how we used all it before.I know the need for parking. I have shown up only to find no parking and drive home and walk.
- The property taxes here are already insane. $90 extra isn't bad but I am already paying $10k a year because the town let the developer pass on infrastructure costs to the buyers.
- The town is growing, and families need more space and programs for kids. I chose sales tax because it feels like a more shared cost than increasing property taxes. My main concern is keeping it affordable for residents.
- The use of an increased property tax places additional burden on homeowners who are already facing rising costs, such as water. The use of a sales tax more evenly distributes this cost.

- There are a growing number of rentals in Erie. All residents of Erie should share the cost not just the homeowners.
- There are a lot of renters in Erie, and everyone can contribute, whether they own or rent.
- There more incentive for the town to encourage creation and improvement of services/ local businesses, instead of incentivizing more housing projects.
- To tax anyone that purchases items in Erie.
- Use tax
- we already have high property taxes
- We already pay very high property tax. When people who live outside Erie pay sales tax, that is a bigger benefit to the town.
- We bought a moderate cost home. It is now worth more than three times what we paid. The increased taxes are a burden. I can afford a bit at a time like a sales tax. If the sales tax is similar to nearby towns, I think it is better than raising the rent on lower income folks. They buy essentials like food which isn't taxed. People with higher income are the people who spend on the things that are taxed and though they grumble about it, a sales tax doesn't actually affect their budget.
- We can take advantage of having the support of those outside out community who also use our facilities
- We currently cannot afford our property taxes--the increases have sky-rocketed and we are on a fixed income!
- We don't spend very much
- We have a lot of mill levy's already as the town expands and seems the growth and strategic vision of more businesses coming into the community is a great alignment to put sals tax increase as it'll grow revenue as the town adds more businesses
- Well and I need to understand more, I'm assuming that both would be temporary taxes? If so I see the property tax as being more sensible, but I feel the sales tax is less of a burden on Erie residents.
- While the expected property tax is minimal, it would be limited to residents only. Erie sees more than just their residents in their businesses, thereby reaching a broader audience through a sales tax increase.
- Would prefer neither options at this time, actually but sales tax increase seems more tolerable.

Preferred property tax increase.

- Additional sales taxes is always a bigger tax on the lowest earners.
- All residents would pay equally
- Community resources improvements
- consistent funding source; the individuals paying are more likely those using the facilities/services; based on socioeconomic levels - higher property values pay more.
- Cost based on house values which is a progressive tax. Users of these facilities are residents mostly. Residents should have lower fees to use the services to compensate.
- Do not want it to affect lower income households. The property tax increase is not that much for longer term borrowing at a lower cost for the town and funding is stable.
- Doesn't impact low income as much

- Don't want to discourage business investment which we desperately need in Erie
- Easier to collect
- Ensure more is paid in
- Equity
- Equity. A sales tax increase may disproportionately impact lower income families. Then a property tax should be considered. Also, the fluctuation of expected revenue from a sales tax seems problematic.
- Erie is not attracting a lot of people to it's town from outside, so having a property tax increase provides a more reliable income. It also keeps the cost to those that are most likely to use the ECC - Erie residents.
- Erie property owners, not shoppers/visitors, should have the primary stake in the long term community amenities
- Experience working in a library supported by sales tax - too much fiscal variation and uncertainty for employees and community - I would much rather have a stable source of funding for our community amenities
- fairness
- Flux and impact to lower income households
- Food items / essentials are high enough & fundamental for all. Residents needs to be able to obtain food regardless of income
- For residents to benefit not shoppers
- Geographic fairness and helping to decrease disproportionately affecting lower-incoming households.
- Guaranteed funding source
- I appreciate the stable funding mechanism of property taxes, and the lower borrowing costs for the Town.
- I can't see a sales tax ever being removed once the obligation has been met.
- I don't believe we have enough economic options in Erie to find this easily. Small businesses already have a hard time here.
- I don't like the idea of housing costs going up, but it seems unfair to do a sales tax increase which would affect people who don't live here and benefit from the community center in a regular basis.
- I don't think we need a permanent sales tax increase to support a short term project
- I don't want to hurt those with lesser incomes.
- I support both.A $90 property tax is honestly pretty minimaland let's be real, $800k home values aren't exactly wild in Erie anymore. That's just kind of where the market is for a lot of single-family homes. A 0.5% sales tax is also relatively small when you look at the bigger picture.When it comes to keeping Erie an amazing place to liveand more importantly, an amazing place to raise our kidsI'm all for investing in it.If one of these taxes only covers a single project, I'd actually rather see both implemented. Let's not just solve today's problem and call it goodlet's build in some room for future improvements too.We live in a community people choose. Staying ahead of growth and maintaining what makes this place special isn't freebut it's worth it.So if the question is "sales tax or property tax?" My answer is: yes.
- I think you are more likely to reach your goal this way

- I voted for property tax so as not to deter folk from visiting Erie and using the town's businesses.
- I'd rather it increase my property tax than sales tax
- If the funding comes from sales tax, it will be harder for low income families to make purchases.
- Impact of sales tax on lower income households
- Impact proportional on size of asset and not across the board
- Income proportional.
- It makes the most sense as residents benefit from it.
- It seems the most related to the facilities / locations
- It's not regressive
- Just easier
- Known amounts of income for budgeting ease
- Lower costs. Fairness
- Many new homes that should support the Town of Erie
- More likely to get more funding this way.
- More people would be impacted with a sales tax increase. Things are already expensive, adding more cost makes it harder to afford every day items.
- More Stable
- More stable and with all the new houses that are always being built, there will be more.
- more steady
- Need for sustainable and predictable funding.
- Needed facilities
- Not impacting low income people as much.
- One time cost
- Our sales tax has already increased and is a deterrent to building more commerce in town
- Our sales tax is currently high enough. Stable and predictable funding.
- Owning property is directly linked to using the community center whereas a sales tax should be used for things that non residents use too, like roads and infrastructure.
- Paid by folks that can afford it.
- Pay based off total wealth
- Payment once a year
- people who live in town make more use of the facility and are given discounted rates
- People with more money or bigger homes would carry their share of the taxes.
- Predictability of funding for the project
- Predictable funding.
- Prefer predictability of property tax
- Property tax but for a limited period of time to fund build out and not endless burden on people.
- Property tax is less variable than sales tax
- Property tax is more predictable and raising sales tax can be affected by economy. Additionally, I assume that we want to attract additional businesses to Erie and sale tax raise could be a determent.

- Property tax seems more fair to the payers
- Property taxes are more equitable and Erie is lacking in sales tax revenue anyway.
- Property taxes are paid by all incomes as increased property taxes are just passed on to renters. Sales tax seems to be harder on lower income families.
- Regressive burdens of a sales tax, uncertain year to year revenue, subject to lower revenue during economic downturns
- Residents are the biggest users of the facility and property taxes give better predictability in knowing what funds will be raised.
- Sales tax hurts businesses in town.
- Sales tax in Erie is already high. The indicated property tax increase is not significant.
- Sales tax increase will push people to shop instead in other local regions instead of in Erie.
- Seems better than increasing sales tax
- Seems the more reasonable option at this time
- Share with all residents because everyone wins
- Should be using existing funds.
- Since Erie is surrounded by nearby alternative shopping options (Longmont, Lafayette, Broomfield, etc.) shoppers will choose to shop elsewhere for the sales tax savings.
- Stability
- Stability
- Stability for planning
- Stability of funding, geographic fairness
- Stable and not based on changing expenditures, including groceries
- Stable and ongoing & not having to visit another increase later on
- Stable and predictable revenue source for the Town.
- Support our city
- Taxes residents who would use the facility, rather than visitors/shoppers who may not benefit.
- The burden should be shared by those eligible to use it
- The comparison chart
- The consistency of the monies generated
- the economy sucks right now.
- The lack of information from the town as to what is being proposed, what programs, what locations, what footage, what kind of sustainability in the buildings, etc; AND the lack of input from the actual community
- The primary people using the facilities are local. They should bear the burden.
- The property tax option has long term stability. Do not believe that there is enough consistent commerce in the Town to rely solely on a sales tax increase to fund this project.
- The stability of the funding. Right now all cities are suffering because of decreased sales due to inflation. Hopefully the federal government becomes more predictable in the future but if not property tax is more predictable. Plus I do like that Erie residents would support the cost rather than whoever is shopping in Erie since we benefit from it and homeowners can subsidize the cost for renters.
- Very willing to pay on my taxes for such a community space that would be available to all
- We live here, we pay for the facilities- not based what the town sells

- We were disappointed of the property tax increase when it was built.
- We who own homes can generally afford 90 more dollars per year.
- Would be the fastest and easiest way to get funds.

Preferred to not expand at this time.

- Affordability
- Again an expansion is NOT the answer
- Again, the cost. Our property taxes are incredibly high and we cannot afford an increase.
- All the new housing increases the property tax base in Erie and that is what should be used. Possibly new physical facilities should be developed in other areas.
- already have ridiculously high tax compared to any friends or relatives in other locations outside Denver metro and outside Colorado.
- Already taxed too much
- As population and incomes increase, so will tax revenue at the current tax rates. No increase should be necessary if the town of Erie is stewarding the taxpayers' contributions appropriately. Maintenance, improvements, and expansion must always be factored into whatever tax rate is adopted. If these cannot be carried out along with services within budget, management must cut the least popular and least beneficial services.
- Bad time to impose additional taxes with economy in such awful shape
- Cost
- Cost
- Cost
- Cost
- Cost
- Cost and taxes
- Cost of living. We have a very nice community center now.
- Cost to expand community center should be paid for by new housing levies not current resident taxes
- Current economic conditions
- Do not support tax increases for this ... too expensive and needs to be reduced in size and funded out of existing revenues either directly or re-directed. It amazes me that the City can not use the additional tax revenues on its growth to fund initiative like this.
- Don't feel it's necessary. I definitely don't want a property tax increase because the increases are already making it more difficult for me to remain living here. As a retired senior, I, along with many others don't have increasing incomes to cover extra taxes that get voted in by others with higher incomes. Also funding should also be provided by user fees since they are the ones receiving the direct benefit of the expansion.
- Don't want to be pay any more money on sales or property taxes. The government of Erie has proved to be fiscally irresponsible and I don't want to support their poor decisions (for example the expanded town offices) by paying out more in taxes.
- Enough of being taxed to death.
- Erie property and sales taxes are high enough as it is. With the economy the way it is currently, we do not need to paying MORE in taxes!!

- Erie Property Taxes are already so inflated that I don't think the community needs another increase. I think the town needs to work on Erie's infrastructure if they plan on the substantial growth that council keeps approving or maybe capping the new residential growth until the Town can catch up.
- Everything is so expensive now. Funding should come from memberships and day passes, rather than the residents of Erie in general.
- Expansion is not needed. A new parks building should be prioritized. Which it already was before the mayor shut it down due to his secret church dealings on the Paul page property. Focus on one expansion at a time
- Families are stretch thin as it is due to home costs, inflation, and now high gas prices. Why continue to increases any taxes when people are already hurting to expand something that is very sufficient
- Finances
- Fixed income poverty.
- Focus on less building, it's out of control!
- Government EVERYWHERE only knows how to pay for things by increasing taxes. We are getting taxed to death. By the time you consider ALL taxes we pay, federal, state, county, local, school, sales etc, and then the fees on top of that that aren't taxes, but act, walk and talk like a tax, such as delivery fee, grocery bag fee, car registration fees, I wouldn't be surprised to find out if 30% of our income goes to taxes/fees. You know that if you put a tax increase on the ballot, it will be worded like it is above, where the amount on a cup of coffee would be so small that no one would notice, and you know that the people in the community have short memories and don't remember all the other tax increases they have already voted in. Add to that, the people of Boulder County have never seen a tax increase that they didn't like. I am toast. Everyone around me keeps increasing my taxes while I vote it down every time. It is disappointing that the only options that have been put forth on this survey for the rec center improvement are tax increases. What about cutting funding or spending from something else. That is what I have to do with my budget when I have to pay for something. I can't go to my boss and say he/she needs to increase my income so I can pay for something. I read an article about the State of Wyoming, apparently they pay for road projects with returns from investments. What a great way to fund projects without increasing taxes. Another article I read about the new air
- I don't use it. I don't want to pay for it.
- I don't want either of them to be raised, and that is not an answer option.
- I like it just as it is
- I live on a fixed income. Price of food, cost to eat out at even the least expensive places, is rising additional sales tax is taking more $ out of my limited income.
- I pay enough in property tax now and I get nothing out of it. Every rodent old town was pretty much repaved except for Main Street..
- I pay enough taxes. I don't need more
- I pay too much in taxes already.
- I really think this is an irresponsible use of money. I think this is an area where private companies do a much better job.

- I see different needs for the rec center that I'd be willing to vote yes for expansion, but they aren't even addressed. So we would cancel our membership
- I spend more money on property taxes and insurance each month than I do for the principal and interest on the mortgage. Enough is enough.
- I think this current board is being extremely loose with their spending. While I think we need a bigger or another rec center we need to pay for the first one
- I voted for the rec center initially. There should be outside free facilities that don't require reservations. Baseball, tennis, climbing boulder, etc.
- I'm not convinced there is a need for this.
- I'm not paying more in taxes.
- If an increase in taxes are needed for an expansion, then no expansion is preferred.
- If the community center doesn't have the money, then the expansion should wait.
- If the town can't find money in the current budget don't expand this. No need to increase taxes. Get rid of the DEI hires and allocate those funds to this project.
- Increase in $ for me and my family
- Increase in taxes
- Increase taxes for a utility that also is way to expensive to buy a membership to. Absolutely a waste of money. Support local businesses to open up if you want something like this. Stop wasting money
- Increased taxes! Everything is already increasing for the people.Search for HUD grants to improve the facility, not our pockets
- It is not a priority for the town at this time. We're already paying for the Police Station, we've paid for the Town Hall, and the Fire District is building a new firehouse. Our taxes keep increasing every year with our incomes stagnant. It's a terrible economic time.
- It's not expanding or improving the pool space which is what we use most at the community center
- Keep bldg open more at nights and weekends.
- Lack of a commercial tax base
- Make an informed decision before moving forward.
- Making all pay for something not all use and to have this tax be ongoing is nonsense. The tax will not go away ever after covering expenses and the people that don't use the rec will pay for life? I have watched the city poor money down the drain with these massive over watering sprinklers along the major roads and usually broken sorinklers flooding the streets with good water on a rainy day. Get rod of that and tgis will saved millions over time.
- Many families are already struggling to pay the property tax which is one of the highest. This is making Erie unaffordable.
- Metro Taxes and School District taxes are so high, adding more would hurt seniors
- Money and how unnecessary the listed enhancements are
- Money is too tight for everyone right now. We have no water. We don't need Erie to expand anything at the moment. We need to take a break from expanding.
- My life is expensive enough. I can't afford to pay for more and more and get less and less. This town has bigger problems than a new rec center....like WATER and infrastructure. The town keeps building & requiring HOAs to have so much "green space" but there is no water

to support this and the infrastructure isn't improving. People can go to 24 hour or Vasa. That's what I did.
- Need to better utlize current space and not hire so many staff.
- Need to stop expanding and fix the disastrous roads and problems with people going too fast and kids who do not now the law of the land. For example yield to pedestrians. No more building. Erie is over populated as it is. Stop the madness.
- Neither of these taxes is the right way to fund the expansion. It should be funded by an increase in costs for the people who actually use the community center.
- NO DAMN WAY WILL I PAY MORE!! Recall Moore!
- No more taxes
- No more taxes of any kind
- No more taxes, no more building, save the open space
- No more taxes! We are already taxed enough!
- NO MORE TAXES. SPEND MONEY BETTER!!!
- No need to expand at this time.
- No new taxes! Use the money you have and prioritize
- No time length of tax increase is n both methods needs to be decided before proceeding to let residents know this is a single project. Also, put in some effort to seek funding before jumping to increasing taxes. Costs are increasing for everyday living as in gas, food, goods to keep a household running. Of course it would be nice to have a larger building but life has to be prioritized for many young households now. Many newcomers are causing more stress on our roads. They need improvement now. Let's talk about water. Since Erie buys our water, how about buy more water to accommodate all the building allowed. Or maybe cut the building right now. And last, why has Erie continued to support oil and gas? We won't be able to breathe with potential increased invisible gases thrown into the air. We sure won't need a community center. Ask City Council to give you the money they decided to give oil and gas to promote it in our city.
- Not necessary at the moment. Other facilities need to be in place first
- Not needed
- Not needed. Not priority. Mismanagement
- One area not being addressed that is at capacity is the pool. We need more space to accommodate swim lessons, water fitness, possibly swim teams...
- Our community center is great as is. Focus on the town center which is taking way too long.
- Our property tax and sales taxes are already very high! Figure out how to use existing funds.
- Our property tax is quite high already, but there is not enough business in the city.
- Our property taxes are already super high
- people who use it should pay not everybody.
- Poor fiscal planning by the town. Proper fiscal planning would not require tax increases of any kind.
- Price of gas, property tax in Boulder Co is already sky high.
- Retired. Have a fixed budget. No to higher taxes

- Right now we are being asked not to water so why would you do a project that is going to use water. I am tired of the town telling us not to water but they do not heed their own advice.
- Sales tax is regressive everything is so expensive. Property tax will compete with other property tax initiatives that might be on ballot (re: Boulder County Child care). Fixing our broken childcare system is more important right now over rec expansion.
- See answers above.
- Tax increase is the problem!!
- Tax increase.
- Taxation is theft
- Taxes already too expensive. If people seek additional gyms they can join a private one
- Taxes already too high
- Taxes are already high and expansion funding should not come from homeowners who may not use the facility.
- Taxes are already high and the Community Center is more than adequate.
- Taxes are too high already
- Taxes here are already way too high. There are other options, but unfortunately there was no way to pick other options
- Taxes whole the town is selling our mineral rights away and we have water shortages. Wrong priorities
- The city, like the residents, needs to live within their means. Everyone in Colorado government says "affordability" is a priority, until they want to raise taxes (or fees). Raising taxes will make Erie less affordable. Is this important or not? Do we want middle class families or not? Are we going for having only wealthy and poor in our community? What is the goal? If expanding the ECC is a priority, then de-prioritize something else so we can afford it. That's what families have to do every day. Don't continue to ask for more money. The city had a HUGE budget increase with the property tax increases 2 years ago, and Erie government has blown through it. There are more residents all the time and that represents an increase in revenues. That funding has been blown through, too. How much is enough? All of the money the residents have? How many more employees has the city added over the last 3 years? What is the expansion of services for the residents have received for this increase of employees? Can there be any consolidation there? If we want Erie to be affordable, we need to get our fiscal house in order, and it's not by raising taxes...
- The cost
- The cost and the amount we are already being taxes. No one can afford this right now
- The cost of living is already outrageous we can't even water our lawns right now because the city is so retarded when it comes to planning. the $90 extra a month I would spend in Property Tax I would just take over to VASA fitness
- The economy of the USA.
- The existing property and sales taxes due to increased number of residents should pay for this. These needs could be met through private businesses. Or these improvements could be paid for through increased use fees.I don't see anything about increasing the pool size or adding an outdoor pool. I don't see anything about adding additional parking.Don't see

anything about adding additional bday party rooms. Don't see anything about adding sauna and steam rooms.

- The information that you've provided contradicts itself. For example the sales tax increase does not match with the estimated cost of 30 million to do the renovations.
- The town has not demonstrated the ability to manage spend and operate within an approved budget.
- The town is growing too fast without a proper plan for infrastructure, including roads, water, and recreation. We'll need to see a plan for the growth to pay for itself without further taxing long time residents. Mill levy's have already gone up significantly, making housing less affordable as we fund out of control and irresponsible growth.
- The town is growing, the tax base is increasing, tax revenue is increasing. There is money but it's being spent on other priorities, like expensive rework to roads and contributions to former mayor pet projects. Making safety improvements on visit parkway and county line that is silly, there was a better way to do that without making it difficult to get around town. Was it necessary to expand the towns administration buildings as large? Same question with the police station? Do better with my tax dollars
- The town needs to focus on limiting further development until infrastructure is in place to support that development. If we're not going to listen to the people of the town who have repeatedly said and stated over and over that we do not have infrastructure in place, then the town needs to focus on not buying land and spending that money towards improvements in the community center. Or if they're going to continue to allow development then have the new developments pay for the community center that's been in use for years by people who already live here.
- There are a number of other unfinished projects that should get the funding first. Like compass and morgan Hill parks.
- There are more important things that Erie needs to focus on than this for tax increases.
- There are parks that were supposed to be completed by now (Compass for example) that are years behind schedule. Things already planned and taxed for should be prioritized before we even think about adding something else.
- There are too many taxes already. Who benefits? Just the people using the facilities. Pass the costs to them. If sales tax is too high, it will hurt local businesses. Homeowners who already pay for gyms shouldn't have to fund a rec center, they never use.
- There is way too much expansion and way too much cost and disruption to the good life Erie residents use to have. The town is becoming like every other town and has lost its uniqueness. I am opposed to anything additional- and definitely opposed to more taxes.
- Times are really tough financially now for everyone and the added stress of more financial cost is stressful. Look for other means to fund this if it needs to happen now or plan for it in the future.
- Tired of raising taxes for services I doubt I will ever use.
- Too many people in Erie already. More important issues. We need to stop building and not assume that the goal of 80,000 residents is a good goal. That is not a shared good goal by many residents. That needs to be addressed first. Things like views being blocked by 3 story

high condos and infilling all open space needs to be addressed first. That affects everyone. Rec center only affects those who use it.
- Too much growth
- Uncertain economy as a whole
- Water and rcinomy
- We are already being taxed to death
- We do not use it. YMCA offers better pool facilities, exercise and an ice rink.
- We don't need it
- We don't need to raise taxes. Move the money you already have around.
- We don't utilize the rec center and we pay for pools with our HOA.
- we dont need more taxes- the city should pan their budget better
- We have already taken on an extreme amount of debt by funding the Police station expansion while still paying for the original construction as well as the mine mitigation, and affordable housing program. The town does not need yet more debt. We need to live within our means.
- With other projects on the table, this should wait until those are completed. Erie has increased taxes and spending since we moved here. Slow the roll.
- Would rather fund a second rec center with bigger pool and gymnastics center.
- Would vote against EXPANSION in favor of separate facilities.
- You are asking existing residents to pay for expansion needed because of population growth. The new homes, apartment developments Should be responsible to pay for infrastructure to support their needs. I have been elected to public office 3 times and worked with Park systems and facilities for almost 30 years. As the President of a gold medal winning park district and the holder of Moody's highest rating for fiscal solvency your approach to this reasonable expansion is incorrect.

Not sure.

- All the new folks will also pay property taxes?
- Both options work. I would like the expansion
- Concerned about housing affordability and also affecting lower-income households
- Cost on limited income
- Dependent on increase amount
- Either one is fine.
- Erie is already very expensive to live in
- Housing affordability, may disproportionately affect lower income
- I am not an expert in this area.
- I am on a fixed income
- I can't vote.
- I don't know which is better for the resident
- I don't know which of these options would work better.
- I don't live in the Town.
- I dont know why we are increasing taxes when we have a fund that has the money in it.
- I feel most residents would reject any taxing that personally affects them due to the fact that property taxes continue to climb along with ongoing inflation.

- I need more time to think about it
- I think there are merits both ways, I'm a homeowner and I'd be okay with a small increase in property tax but I'd be interested to see a long term cost comparison showing when this project would be fully funded through either way (and what happens to the tax increases after the project is completed).
- I'm having a hard time deciding how I would want to pay for this because I do not know what an expansion' would consist of - is it a second location? An outdoor pool? Increased recreation outdoors near the current center? Until I see what you want to do, I can't tell you how I'd like to pay for it.
- I'm retired and spending money is limited.
- Im unsure.
- Just not sure which tax increase would be better
- Living in Erie is to expensive as it is currently.
- My property taxes are already way too high! Sales taxes doesn't seem like it would be enough
- na
- Need more data
- Need more data
- Need more details
- Need more information on the costs for comparison.
- Need more information regarding property tax increase and sales tax increase, amounts, modify spending elsewhere to cover some of the costs here, meaning close areas of the government that are not producing and use those funds here.
- Need to see how it's structured. Affordable housing is a huge issue for Erie. It seems counterintuitive to have a community resource disproportionally funded by the lowest income people or making the town's businesses too expensive for people to take advantage of them.
- Not sure which is cheaper for my household
- Our property taxes are already quite high
- Our taxes are already pretty high and I would rather money goes to schools
- Property taxes already feel high, but Erie also doesn't feel like a destination city where lots of extra people are coming here to support a sales tax.
- Property taxes are already too high. Can the funding goals be partially met through direct program costs to participants?
- Property taxes are skyrocketing here! I don't think we needed the concrete wall in the middle of open space. Our tax dollars are not spent wisely and we need a break down of where are taxes are going! Old town looks like a slum still and I want my taxes to go to fixing old town not a million dollar trail for the rich!
- reallocate current funds, to fund the expansion. There is already so much waste in our tax system.
- Sharing the cost with all residents seems more fair than only home owners, but sales tax may be a higher burden for lower income people?
- Taxes are high enough
- taxes are too high while this is a nice idea we cannot afford it.

- taxes on my house tripled in a few years. I am retired. fixed income. Really cannot deal with more taxes. I would let the experts decide the best way to fund this.
- The Town was done a crap job of planning out expansion and deal with growth. I should not have to pay for their lousy planning.
- The unknowns of our current political and economic environment make it a difficult decision.
- Very happy to contribute to expansion via taxes
- We are already paying a lot of taxes
- We are already taxed enough. There should be more than enough money coming in to Erie at this time. The community center does not fit the size of Erie and it's unfair to us who already pay an arm and a leg in property taxes to increase them or sales tax.
- We can't afford to live here. The property base should naturally be increasing the revenue. Why can't you adjust budget?
- While always general public is penalized but the problem may lie higher up in hierarchy. For example, for drought residents are asked to sacrifice turf but has this problem been pushed up? Measures to avoid this climate change? Pollution, industries, imposing WFH on companies? Looks like we didnt learn anything from covid. We need to push up rather than down.
- With major sales hubs on arterial roadways (Highway 7 and Highway 287), it is apparent that more than just Erie residents would be paying into supporting the initiative. I do not support utilizing property taxes, as many residents have a very high property tax bill due to the SVVSD and Metro Districts.

Question 10: How much of a concern, if at all, are the following related to the community center expansion? – Other responses

- A large performance space to encourage arts and help ease burdens on public school auditoriums would be amazing
- A pool expansion should come first before more meeting rooms. The pool is very limiting. More lanes and more open pool area.
- A waste of money
- Again old town Erie looks like a slum! The council ignores the Old Town citizens as if we don't pay taxes! Lack of code enforcement (we should not have to do your job for you) and you need to help the poor and the elderly fix up their homes! In addition abandoned properties should pay higher taxes! Give back to the original community who established this town!
- Allowing such large growth in EriePunishing long term residents
- Aquatics are not mentioned in here at all. A three lab swimming pool is hilariously small for this community. If it was larger it could host swim teams and swim competitions
- As an Erie senior I am unable to afford the monthly cost. Tricare does not cover Silver Sneakers, so I have to pay out of pocket which I cannot afford.
- As outlined above
- Build additional facility in District 2
- Continued building of expensive houses which does nothing but cause overcrowding of schools, raise property values, increase crime & diminish the high quality lifestyle Erie has (which is disappearing).Focus should be on our youth so they can stay out of trouble and groe

to become valuable people of society. I had to raise all of my children in overcrowded schools and it is a struggle.And the elderly should be able to feel safe and able to pay property taxes on a fixed income.

- Continued focus on outdoor trails and parks please- we use those much more than the rec center
- Cost of Modernization of HVAC etc. should be responsibly evaluated with community input
- Cost overruns
- Develop the Parks in Compass and Morgan Hill as promised
- Developers of these packed neighborhoods are making money hand over fist and leaving residents to for the bill for "infrastructure". The community center should be funded by infrastructure charges paid by developers, just like it should be with increasing costs of roads, utilities, police and fire.
- Erie cannot afford this. Stop the growth!
- Finish the town center first!!!
- Fiscal responsibility and prioritization of taxpayer funds. Where do taxpayers want to see their money invested?
- How long would the increase stay on the taxes? Would it decrease once the funds needed are met?
- How poorly Erie had planned for all its growth. And those of who have lived here for decades only see traffic increases and little benefits from all the building Im Erie.
- How selfish the Monday, Wednesday and Friday columbine room is to new visitors. It is. An elite group.
- I feel like the pool area needs a major expansion/overhaul. No outdoor pool? No steam room/sauna or cold plunge like other cities offer. Pool is closed whenever lessons are going on because of how it's all connected, which really suckscan't even go on a Saturday because of lessons
- I feel like we need to focus on a new facility, instead of spending a bunch of money to delay that. However, we do need more space regardless.
- I stopped going because of the price of membership. I do not have Silver Sneakers.
- I would be more interested to know what users of the facility feel are the most important areas needing attention.
- I would like for all of it to be close to the same location.
- I would like the Erie Town Center to be a higher priority! I want quality businesses, i.e., grocery store and restaurants that aren't cheap chains to be brought in. The announcement of the grocery store is long over due!!!
- I would like to understand if there are opportunities to fund this through austerity measures (For eg - Can we reduce wastes and improve our Opex structure)
- If there is limited funding, seems like maybe it should go to build a second rec center? I LOVE the rec center and support all its uses and if it needs to be renovated regardless i support it. But is this an either/or proposition? Where would funding for a second rec center come from? Would it be an additional tax? This survey is missing context in my opinion.The rec center is the best thing about Erie.
- Increase parking spots for rec center

- Lack of industrial base Population growing too quick
- Large rooms aren't used enough.
- Larger facility also means on-going larger yearly spend for its upkeep and maintenance
- More pool space is needed and that is not listed as one of the options above for expansion.
- More seating in the aquatic area for parents
- Need this space in the very near future, not ten years from now.
- Need to complete existing projects such as Compass Park first before taking on more . Also need firm plans for commercial area at County Line & Erie Pkwy to see cost and revenue (sales tax)
- Neighborhood parks that were promised
- none
- Parks department needs expansion before the rec
- Potholes on Roads.
- prioritizing more bike paths and lanes with laws around e-bikes on sidewalks (get them off sidewalks).
- Resident input into design and use changes
- Rising costs are not taking into consideration the senior citizen homeowners.
- Safety
- Securing water and improving infrastructure and REDUCE TOWN GROWTH
- Senior center needs more space
- Shopping areas not supporting population
- STOP THE NONSENSE AND STOP INCREASING TAXES!
- swimming lanes increase and more pickleball courts
- That there is ample input from the entire community to ensure that it is the community who is paying for the expansion that their wants and needs are truly heard and considered in the planning of what an ideal Erie Community Center aspires to be and provide. It seems as though there is already plans in place for very specific spaces, yet there is no mention of aquatics improvement which for me is my primary use of the facility. There simply not enough space for all who use it especially at "high traffic times" due to swim lessons, etc. Not enough lap lanes, or adult swim times for individuals who work during the day and would like to use the river or other pool space without being run over by the kids or hit in the head by a ball. Nor is there really enough space for the all of the kids when it gets busy.
- The lack of transparency by the Town of Erie. Many residents recently heard about the possible plan to sell mineral rights. We've lost trust in our community leaders.
- The staff is not responsive to actual complaints right now you have a weight room where people lifting free weights have to smell the feces coming out of the toilets after someone poops because there's no room for anything. Many people have complained about this and yet yet the Gym has done nothing in the last six months to address these concerns and you still haven't built a sauna. You know how easy it would be to construct a sauna outside.
- The town's fiscal planning.
- The upstairs track is getting crowded and fitness machines are often hard to get because of constant use.

- There are other community parks that still need to be built. I want to ensure those get competed soon. Example is the park space in colliers hill by the highschool.
- There are parks that were supposed to be completed by now (Compass for example) that are years behind schedule. Things already planned and taxed for should be prioritized before we even think about adding something else.
- Too many people in Erie already. More important issues. We need to stop building and not assume that the goal of 80,000 residents is a good goal. That is not a shared good goal by many residents. That needs to be addressed first. Things like views being blocked by 3 story high condos and infilling all open space needs to be addressed first. That affects everyone. Rec center only affects those who use it.
- Town streets do not seem to support the growth. As well the community center doesn't seem to support the kids traffic to and from the facility very well
- Wasteful liberal spending, against my fixed income in old age.
- We do not have a well thought out plan for providing basic services like water and traffic mitigation for Erie. We must stop out of control growth where the cost is put both directly and indirectly at the foot of long time residents.
- We need more bike trails to easily and safely connect Erie neighborhoods, a direct route from Erie to downtown Lafayette etc. there's more to recreation than simply the rec center. Many places are cut off from each other, unless you want to ride on Countyline Rd. Nobody wants to risk that. All neighborhoods should be able to easily ride to downtown Erie.
- We need more trails and open spaces preserved. I would prefer that over more artificial spaces. If the money is either/or, Open Space wins for me. Ideally it is a combination of both to create community and well being for everyone.
- Would like additional practice facilities for baseball and soccer- Morgan hill park completion specifically
- Would love the pool to be expanded. It can get very crowded and not enough lap lanes. Would use more if not so crowded
- Would rather fund a second rec center.
- You should focus on a new rec center location; expansion does not take into account future growth needs. Spend money on the long game; not the short term need.

Appendix F: Survey Methodology

About the Survey

The Town of Erie conducted the 2026 Community Center Expansion Survey to gather input from residents regarding the future of the Erie Community Center. The purpose of this research was to understand community needs, priorities, and aspirations in order to inform long-term planning and visioning efforts. The study was funded by the Town of Erie. Questions about the survey may be directed to Gabi Rae, Director of Communications & Community Engagement, at grae@erieco.gov.

Developing the Questionnaire

The Town of Erie – Community Center Expansion Survey instrument was developed in an iterative process between Erie staff and Polco staff. As a results, a four-page questionnaire was created.

Selecting Survey Recipients

"Sampling" refers to the method by which survey recipients are chosen. The "sample" refers to all those who were given a chance to participate in the survey. A list of all households within the zip codes serving Erie was purchased from a vendor based on updated listings from the United States Postal Service, updated every three months, providing the best representation of all households in a specific geographic location. Polco used the USPS data to select the survey recipients.

A larger list than needed was pulled so that a process referred to as "geocoding" could be used to eliminate addresses from the list that were outside Erie's boundaries. Geocoding is a computerized process in which addresses are compared to electronically mapped boundaries and coded as inside or outside desired boundaries; in this case, within Erie. Each address identified as being within City boundaries was further identified as being within one of the three districts. All addresses determined to be outside the study boundaries were eliminated from the list of potential households. A random selection was made of the remaining addresses to create a mailing list of 4,500 addresses.

To choose the 4,500 survey recipients, a systematic sampling method was applied to the list of households previously screened for geographic location. Systematic sampling is a procedure whereby a complete list of all possible households is culled, selecting every Nth one, giving each eligible household a known probability of selection, until the appropriate number of households is selected. Multi-family housing units were selected at a higher rate as residents of this type of housing typically respond at lower rates to surveys than do those in single-family housing units. In general, because of the random sampling techniques used, the displayed sampling density will closely mirror the overall housing unit density (which may be different from the population density). While the theory of probability assumes no bias in selection, there may be some minor variations in practice.

An individual within each household was randomly selected to complete the survey using the birthday method. The birthday method selects a person within the household by asking the "person whose birthday has most recently passed" to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the cover letter accompanying the questionnaire.

In addition to the scientific, random sample, a link to an online "opt-in" survey was publicized through various channels. This opt-in survey was identical to the scientific survey and open to all City residents.

Survey Administration and Response Rate

A total of 4,500 households were selected to participate in the survey. Each household was contacted twice. The first contact was an invitation postcard mailed on March 3, 2026, informing residents that they had been selected for the Town of Erie – Community Center Expansion Survey. The postcard included a survey URL and QR code for completing the questionnaire online. Approximately one week later, selected households received a second mailing that included a paper questionnaire and a cover letter encouraging participation. The cover letter again provided the survey URL and QR codes for those who preferred to respond online. The packet also included a postage-paid return envelope for returning the completed questionnaire to Polco. The online version of the survey was available in both English and Spanish. Data collection remained open for four weeks, and the survey officially closed on March 31, 2026.

About 2% of the 4,500 surveys mailed were returned because the housing unit was vacant, or the postal service was unable to deliver the survey as addressed. Of the 4,398 households presumed to have received a survey, 846 completed the survey (609 of which were completed online and 237 on paper), providing a response rate of 19%. Additionally, responses were tracked by geographic area; response rates by area ranged from 17% to 20%. The response rates were calculated using AAPOR's response rate #2[1] for mailed surveys of unnamed persons.

Response Rate by Area for Mailed Surveys

	Total sample	Undeliverable	Completed surveys	Response rate
District 1	1,591	1,564	311	20%
District 2	1,738	1,689	340	20%
District 3	1,171	1,145	195	17%
Overall	**4,500**	**4,398**	**846**	**19%**

Margin of Error

The 95% confidence interval (or "margin of error") quantifies the "sampling error" or precision of the estimates made from the survey results. A 95% confidence interval can be calculated for any sample size and indicates that in 95 of 100 surveys conducted like this one, for a particular item, a result would be found that is within three percentage points of the result that would be found if everyone in the population of interest was surveyed. The practical difficulties of conducting any resident survey may introduce other sources of error in addition to sampling error. Despite best efforts to boost

[1] *See AAPOR's Standard Definitions here: https://aapor.org/standards-and-ethics/standard-definitions/ for more information*

participation and ensure potential inclusion of all households, some selected households will decline participation in the survey (referred to as non-response error) and some eligible households may be unintentionally excluded from the listed sources for the sample (referred to as coverage error).

While the margin of error for the survey is generally no greater than plus or minus three percentage points around any given percent reported for the entire sample, results for subgroups will have wider confidence intervals. Where estimates are given for subgroups, they are less precise.

Survey Processing (Data Entry)

Upon receipt, completed surveys were assigned a unique identification number. Additionally, each survey was reviewed and "cleaned" as necessary. For example, a question may have asked a respondent to pick three items out of a list of five, but the respondent checked four; in this case, Polco would use protocols to randomly choose three of the four selected items for inclusion in the dataset.

All surveys then were entered twice into an electronic dataset; any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed.

Polco uses its own online public engagement tool to collect online survey data. The Polco platform includes many features of online survey tools, but also includes elements tailored to the civic environment. For example, surveys on Polco are presented with the City name, logo (or other image) and a description, so residents understand who is asking for input and why.

A series of quality control checks were also performed in order to ensure the integrity of the web data. Steps may include and not be limited to reviewing the data for clusters of repeat IP addresses and time stamps (indicating duplicate responses) and removing empty submissions (questionnaires submitted with no questions answered).

Weighting the Data

The demographic characteristics of the household's responses were compared to those found in the 2020 Census and the 2024 American Community Survey estimates for adults in the Town of Erie. The primary objective of weighting survey data is to make the survey sample reflective of the larger population of the community.

The characteristics used for weighting were respondent gender, age, housing unit type (attached or detached), housing tenure (rent or own), race, ethnicity and district of residence. This decision was based on the disparity between the survey respondent characteristics and the population norms for these variables and the saliency of these variables in differences of opinion among subgroups.

A special software program using mathematical algorithms is used to calculate the appropriate weights. Several different weighting "schemes" are tested to ensure the best fit for the data.

2026 Town of Erie– Address-based Responses Weighting Table

Characteristic	Population Norm	Unweighted Data	Weighted Data
Housing			
Own home	88%	95%	90%
Rent home	12%	5%	10%
Detached unit	84%	91%	86%
Attached unit	16%	9%	14%
Race and Ethnicity			
White	83%	88%	83%
Not white	17%	12%	17%
Hispanic	9%	6%	7%
Not Hispanic	91%	94%	93%
Sex and Age			
Female	51%	52%	51%
Male	49%	48%	49%
18-34 years of age	22%	9%	20%
35-54 years of age	50%	43%	48%
55+ years of age	28%	48%	32%
Females 18-34	12%	5%	11%
Females 35-54	25%	22%	24%
Females 55+	14%	25%	15%
Males 18-34	11%	4%	10%
Males 35-54	25%	21%	24%
Males 55+	14%	23%	15%
District			
District 1	37%	37%	37%
District 2	38%	40%	37%
District 3	26%	23%	26%

** 2020 U.S. Census Bureau, 2024 American Community Survey Population Estimates*

Analyzing and Reporting the Data

The electronic dataset was analyzed by Polco staff using the Statistical Package for the Social Sciences (SPSS). For the most part, frequency distributions and mean ratings from households respondents are presented in the body of the report. A complete set of frequencies for each survey question is presented in *Appendix B: Complete Survey Frequencies.* Also included are results by respondent characteristics (*Appendix D: Survey Responses by Respondent Characteristics*). Chi-square or ANOVA tests of significance were applied to these breakdowns of selected survey questions. A "p-value" of 0.05 or less indicates that there is less than a 5% probability that differences observed between groups are due to chance; or in other words, a greater than 95% probability that the differences observed in the selected categories of the sample represent "real" differences among those populations. Where differences between subgroups are statistically significant, they have been denoted with capital letters.

Appendix G: Survey Materials

The following pages contain copies of the survey materials sent to randomly selected households within the Town of Erie.

ERIE COMMUNITY CENTER EXPANSION SURVEY

Please complete this survey if you are an adult (18 years older) living in the household. Your answers are completely anonymous and will only be shared as part of combined group results to inform future decisions.

1. Please rate the quality of each of the following provided by the Town of Erie.

	Excellent	Good	Fair	Poor	Don't know
Parks	1	2	3	4	5
Trails	1	2	3	4	5
The Erie Community Center (ECC)	1	2	3	4	5
Recreation Programs	1	2	3	4	5
Availability of information about parks and recreation offerings	1	2	3	4	5

2. Thinking back over the past 12 months, how often did you or your household use the following amenities or services at the Erie Community Center?

	Daily	Weekly	Monthly	A few times per year	Never
Adult programs	1	2	3	4	5
Adult Sports	1	2	3	4	5
Aquatics	1	2	3	4	5
Community meeting rooms	1	2	3	4	5
Drop-in fitness	1	2	3	4	5
Fitness Classes (e.g. pilates, yoga, boot camp)	1	2	3	4	5
Gymnasium/open court use	1	2	3	4	5
Indoor playground (Mini Miners)	1	2	3	4	5
KidStation	1	2	3	4	5
Personal training (private or semi-private)	1	2	3	4	5
Racquetball	1	2	3	4	5
Therapeutic Recreation	1	2	3	4	5
Youth General Interest programs	1	2	3	4	5
Youth Sports	1	2	3	4	5

3. Municipalities offer parks and recreation facilities and programs to their residents for a variety of reasons. How important is it that the Town of Erie provide parks and recreation facilities for the following purposes?

	Essential	Very important	Somewhat important	Not important	Don't know
Promote physical activity	1	2	3	4	5
Support mental health and stress reduction	1	2	3	4	5
Provide safe, structured youth activities	1	2	3	4	5
Offer enrichment programs and lifelong learning opportunities	1	2	3	4	5
Bring people together and foster community connection	1	2	3	4	5
Support aging in place for older adults	1	2	3	4	5
Enhance overall quality of life in Erie	1	2	3	4	5

Erie Community Center Expansion: Since opening in 2008, the Erie Community Center (ECC) has become one of the Town's most heavily used facilities, with more than 225,000 annual visits. A recent Expansion and Renovation Conceptual Study identified space limitations in fitness, meeting, youth programming, and customer service areas. The study included plan and facility reviews, staff and stakeholder input, SWOT analysis, site evaluation, and cost modeling. The study concluded that while the building is in good physical condition, it is operating at or beyond capacity in several areas.

Identified Needs Include:

- Expanded fitness space
- Additional multipurpose meeting rooms
- Additional gymnasium
- Increased indoor playground and youth space
- Improved staff and administrative space
- Modernization of mechanical, electrical, and AV systems

The estimated cost for the renovation and targeted expansion is approximately 30 million dollars.

4. Overall, do you support or oppose the Town of Erie renovating and expanding the Erie Community Center to address current space and program limitations?

- ❍ Strongly support
- ❍ Somewhat support
- ❍ Neither support nor oppose
- ❍ Somewhat oppose
- ❍ Strongly oppose
- ❍ Not sure

4a. If you support expansion, what are your primary reasons?

_____

4b. If you oppose expansion, what are your primary concerns?

_____

5. In your opinion, how important is that Erie Community Center Expansion focuses on each of these areas?

	Essential	Very important	Somewhat important	Not important	Don't know
Expanded fitness space	1	2	3	4	5
Additional multipurpose meeting rooms	1	2	3	4	5
Additional gymnasium	1	2	3	4	5
Increased indoor playground and youth space	1	2	3	4	5
Improved staff and administrative space	1	2	3	4	5
Modernization of mechanical, electrical, and AV systems	1	2	3	4	5

Funding Community Center Improvements: There is currently no dedicated funding source for this project. The Town is evaluating potential ballot measures that could include either a sales tax increase or a property tax increase. The following questions are for feedback purposes only.

If funded through a sales tax increase, the estimated rate increase would be approximately 0.50%. For example, on a $6 cup of coffee the sales tax would increase by approximately $0.03.

6. How likely would you vote yes if a ballot measure proposed a sales tax increase to fund the community center expansion?

- ❍ Very likely
- ❍ Somewhat likely
- ❍ Somewhat unlikely
- ❍ Very unlikely
- ❍ Unsure

If funded through a property tax increase, the estimated increase would be approximately 1.653 mills. This brings the total mill levy for the Town to approximately 14.89. For example, for a home valued at $800,000, the annual property tax would increase by approximately $90 per year.

7. How likely would you vote yes if a ballot measure proposed a property tax increase to fund the Erie Community Center expansion?

- ❍ Very likely
- ❍ Somewhat likely
- ❍ Somewhat unlikely
- ❍ Very unlikely
- ❍ Unsure

COMPARING THE TAXES	
Potential Advantages of a Sales Tax	**Potential Advantages of a Property Tax**
• Costs shared by residents, visitors, and shoppers • Revenue grows with the economy • Does not directly increase housing costs	• Stable and predictable funding • Often supports long-term financing at lower borrowing costs • Geographic fairness
Potential Considerations of a Sales Tax	**Potential Considerations of a Property Tax**
• Revenue fluctuates with economic conditions • Impacts consumer purchases • May disproportionately affect lower-income households	• Directly increases annual housing costs • Paid primarily by property owners • May impact housing affordability

8. If the Town moves forward, which funding option would you prefer?

- ❍ Sales tax increase
- ❍ Property tax increase
- ❍ Do not expand at this time
- ❍ Not sure

9. What most influenced your answer above? (Please describe briefly)

_____

_____

10. How much of a concern, if at all, are the following related to the community center expansion?

	Major concern	Moderate concern	Minor concern	Not a concern
Cost to residents	1	2	3	4
Tax increases in general	1	2	3	4
Construction disruption	1	2	3	4
Other community priorities should come first	1	2	3	4
Concern about government spending	1	2	3	4
Not enough personal use of the facility	1	2	3	4
Other _____	1	2	3	4

DEMOGRAPHICS QUESTIONS

Our last questions are about you and your household. All of your responses are completely confidential.

D1. About how long have you lived in Erie?

- ○ Less than 2 years
- ○ 2-5 years
- ○ 6-10 years
- ○ 11-20 years
- ○ More than 20 years

D2. Please check the appropriate box indicating the type of housing unit in which you live.

- ○ Detached single-unit home
- ○ Condominium or townhouse
- ○ Duplex
- ○ Apartment

D3. Do you own or rent your residence?

- ○ Own
- ○ Rent

D4. How many people (including yourself) live in your household? _____ people

D5. How many of these household members are 17 or younger? _____ people

D6. How many of these household members are 65 or older? _____ people

D7. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

- ○ Less than $15,000
- ○ $15,000 to $24,999
- ○ $25,000 to $34,999
- ○ $35,000 to $49,999
- ○ $50,000 to $74,999
- ○ $75,000 to $99,999
- ○ $100,000 to $124,999
- ○ $125,000 to $149,999
- ○ $150,000 to $199,999
- ○ $200,000 or more

D8. Are you Hispanic/Spanish/Latino?

- ○ Yes
- ○ No

D9. What is your race? (Please check all that apply.)

- □ White
- □ Black or African American
- □ Asian or Pacific Islander
- □ American Indian, Eskimo, or Aleut
- □ Other
- □ Prefer not to say

D10. What is your age?

- ○ 18-24
- ○ 25-34
- ○ 35-44
- ○ 45-54
- ○ 55-64
- ○ 65-74
- ○ 75+

D11. What is your gender?

- ○ Female
- ○ Male
- ○ Prefer not to say
- ○ Prefer to self-describe:_____

D12. What is the highest level of education you have completed?

- ○ Some high school, no diploma
- ○ High school diploma or equivalent
- ○ Some college but no degree
- ○ Associate's degree
- ○ Bachelor's degree
- ○ Graduate degree or higher

Thank you! Please return the completed survey in the postage-paid envelope to: National Research Center. PO Box 14050. Houston, TX 77221-9904

Dear Erie Resident,

It won't take much of your time to make a big difference! Your household has been randomly selected to participate in Erie's 2026 Community Center Expansion Survey. Your participation in this survey is very important—your answers will help the Town of Erie make the best decisions for our community.

Para contestar la encuesta en español, siga el enlace adjunto y seleccione la opción "**Español**" en el menú desplegable ubicado en la parte superior de la página web.

In order to hear from a diverse group of residents, the adult 18 years or older in your household who most recently had a birthday should complete this survey. You can wait a few days for a paper survey to arrive in the mail, or go online now and complete the confidential survey at:

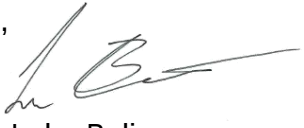
www.polco.us/xxplaceholder

Please do not share your survey link. This survey is for randomly selected households only. The Town will conduct a separate survey that is open to all residents just a few weeks from now.

If you have any questions about the survey, please contact communications@erieco.gov.

Thank you for keeping our Town the best place to live!

Sincerely,



Luke Bolinger
Director of Parks & Recreation

Town of Erie
PO Box 750
Erie, CO 80516

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

QR CODE

Tell us what you think!

Scan the QR code and complete the Erie Community Center Expansion Survey.

March 2026

Dear Town of Erie Resident:

Please help us shape the future of Erie! You have been randomly selected to participate in the Erie 2026 Community Center Expansion Survey. **If you've already** completed the survey online, thank you. Please do not respond twice.

Para contestar la encuesta en español, siga el enlace adjunto y seleccione la opción "Español" en el menú desplegable ubicado en la parte superior de la página web.

Please take a few minutes to fill out the enclosed survey. Your participation in this survey is very important—especially since your household is one of only a small number being surveyed. Your feedback will help Erie make the best decisions for our Town.

A few things to remember:

- Your responses are confidential and no identifying information will be shared.
- In order to hear from a diverse group of residents, the adult 18 years or older in your household who most recently had a birthday should complete this survey.
- You may return the survey by mail in the enclosed postage-paid envelope, or you can complete the survey online at the link below (enter the survey link exactly as it appears into the address bar of your web browser or scan the QR code).

www.polco.us/xxplaceholder



Please do not share your survey link. This survey is for randomly selected households only. The Town will conduct a separate survey that is open to all residents just a few weeks from now.

If you have any questions about the survey, please contact communications@erieco.gov.

Thank you for your time and participation!

Sincerely,

Luke Bolinger
Director of Parks & Recreation

Draft Ballot Language

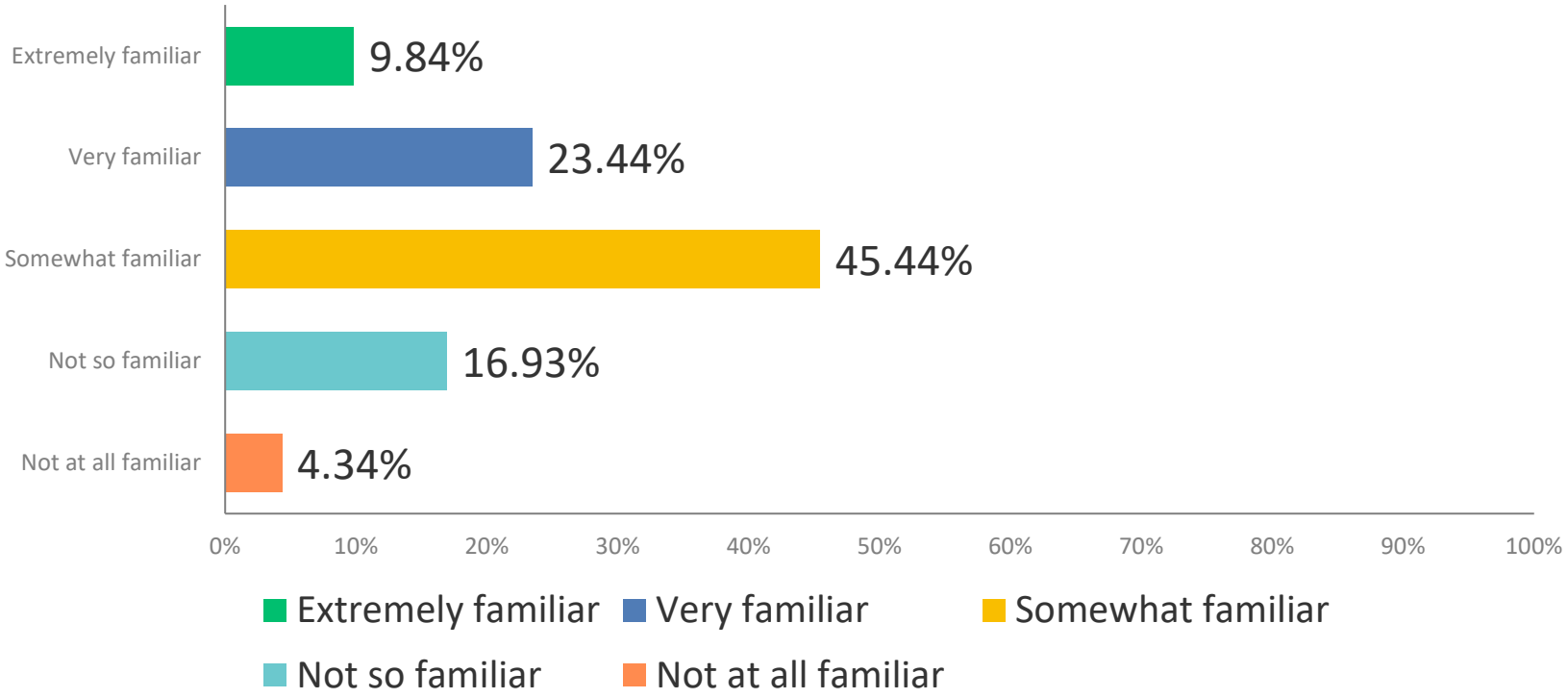
SHALL THE TOWN OF ERIE'S TAXES BE INCREASED BY UP TO $44,000 COMMENCING ON JANUARY 1, 2027, AND BY WHATEVER AMOUNTS ARE GENERATED ANNUALLY THEREAFTER THROUGH THE IMPOSITION OF A LODGING TAX AT THE RATE OF THREE AND ONE HALF PERCENT ON THE TOTAL RENTAL FEE, PRICE, OR OTHER CONSIDERATION PAID OR CHARGED 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?

Town of Erie Lodging Tax Survey

Tuesday, June 16, 2026

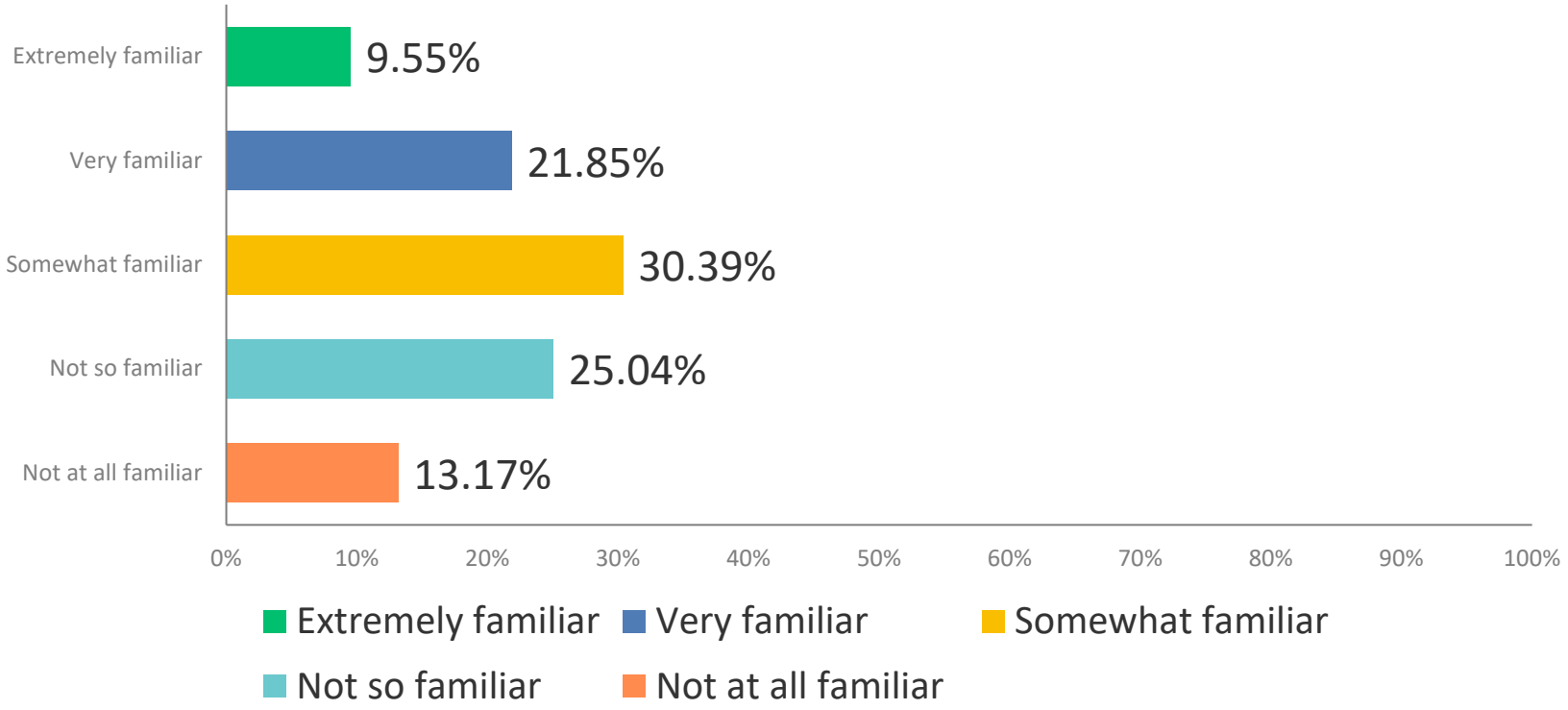
Q1: How familiar are you with how local government is funded?

Answered: 691 Skipped: 0



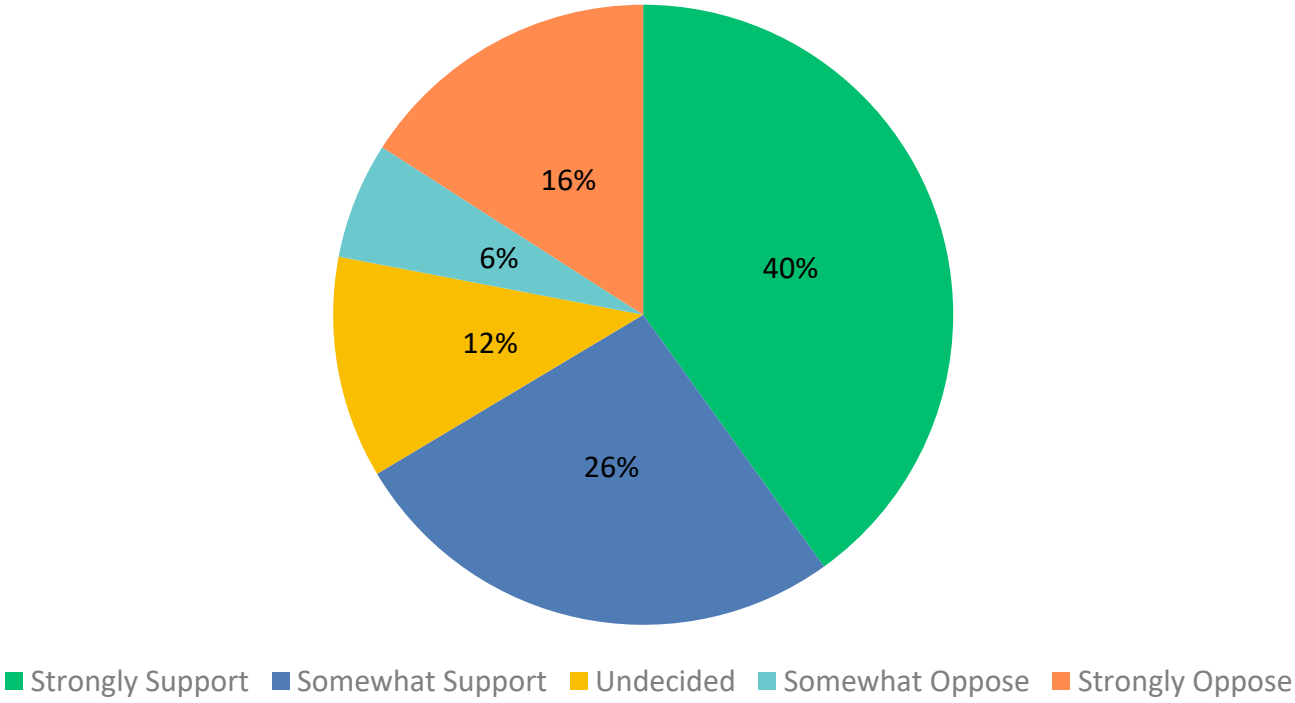
Q2: How familiar are you with the lodging options in the Town of Erie today?

Answered: 691 Skipped: 0



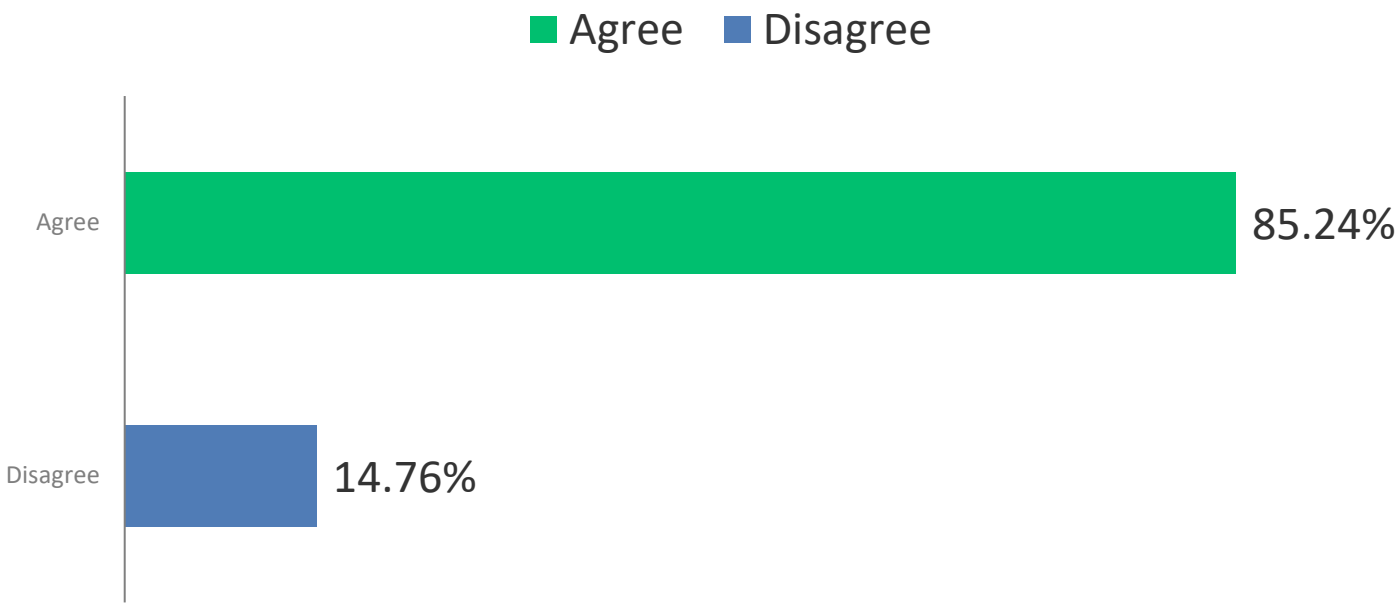
Q3: If an election were held today, would you support or oppose a tax on overnight stays in hotels and short-term rentals in our community?

Answered: 691 Skipped: 0



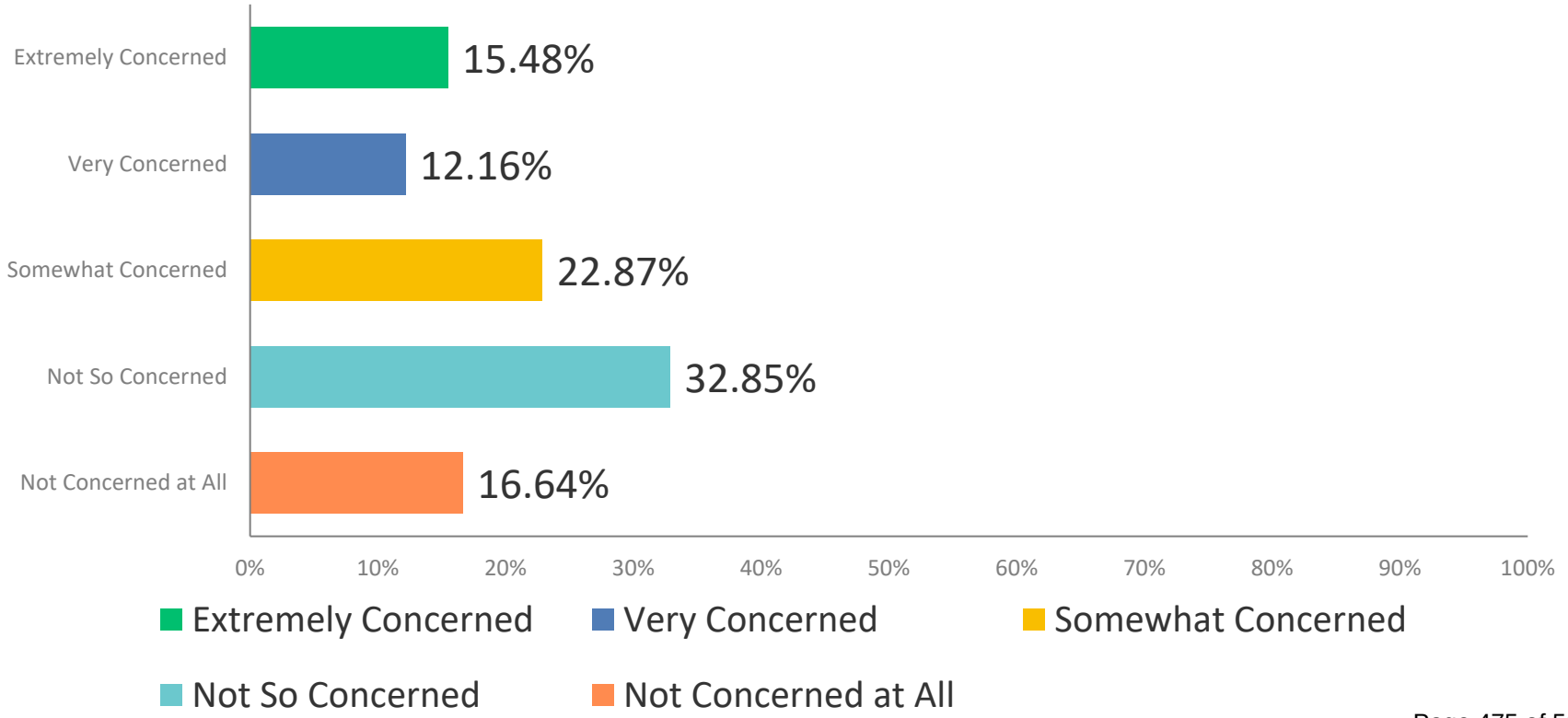
Q4: Do you agree or disagree: Visitors should help pay for the impacts they have on local services.

Answered: 691 Skipped: 0



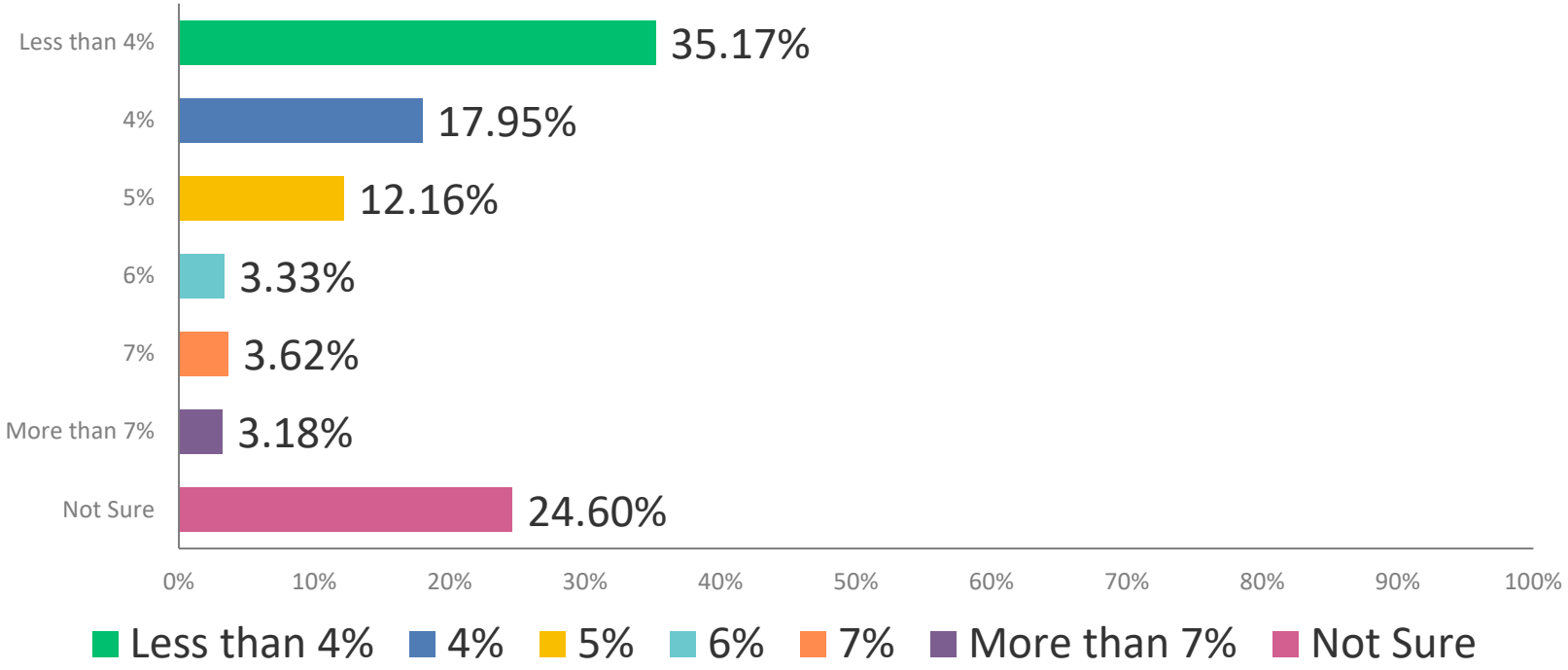
Q5: How concerned are you that a Lodging Tax could increase costs for local residents?

Answered: 691 Skipped: 0



Q6: What amount of Lodging Tax feels right for Erie in your opinion?

Answered: 691 Skipped: 0



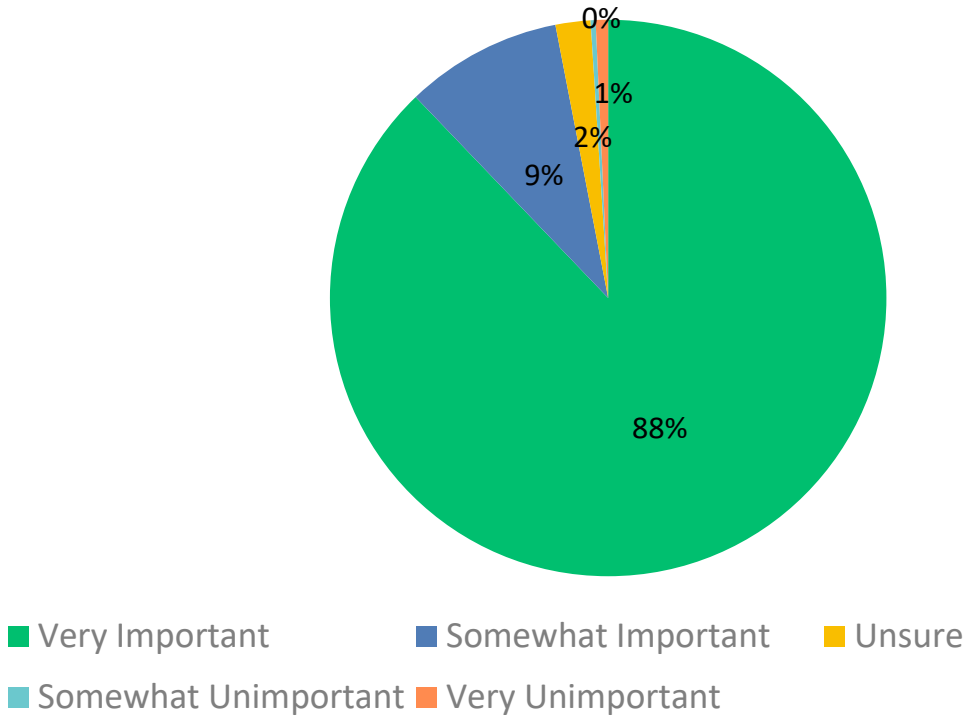
Q7: What would you like to see this tax revenue used to pay for?

Answered: 691 Skipped: 0



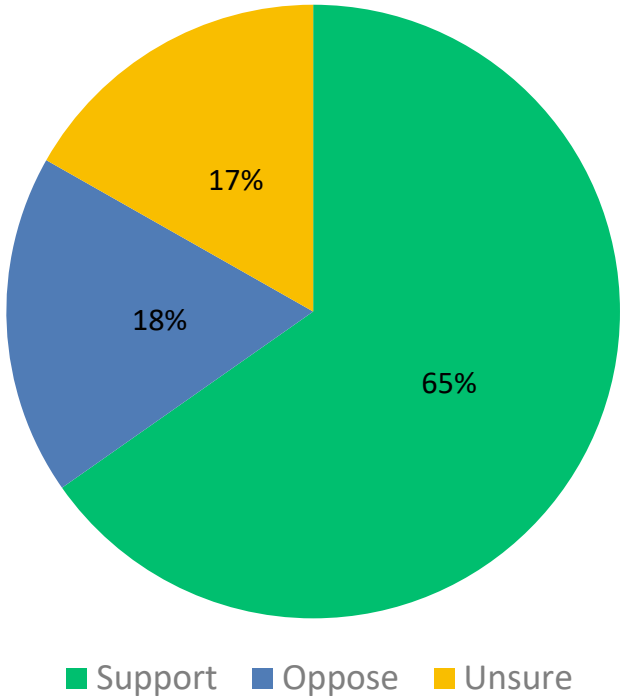
Q8: How important is it to you that the Town provide transparency around how these revenues would be spent?

Answered: 691 Skipped: 0



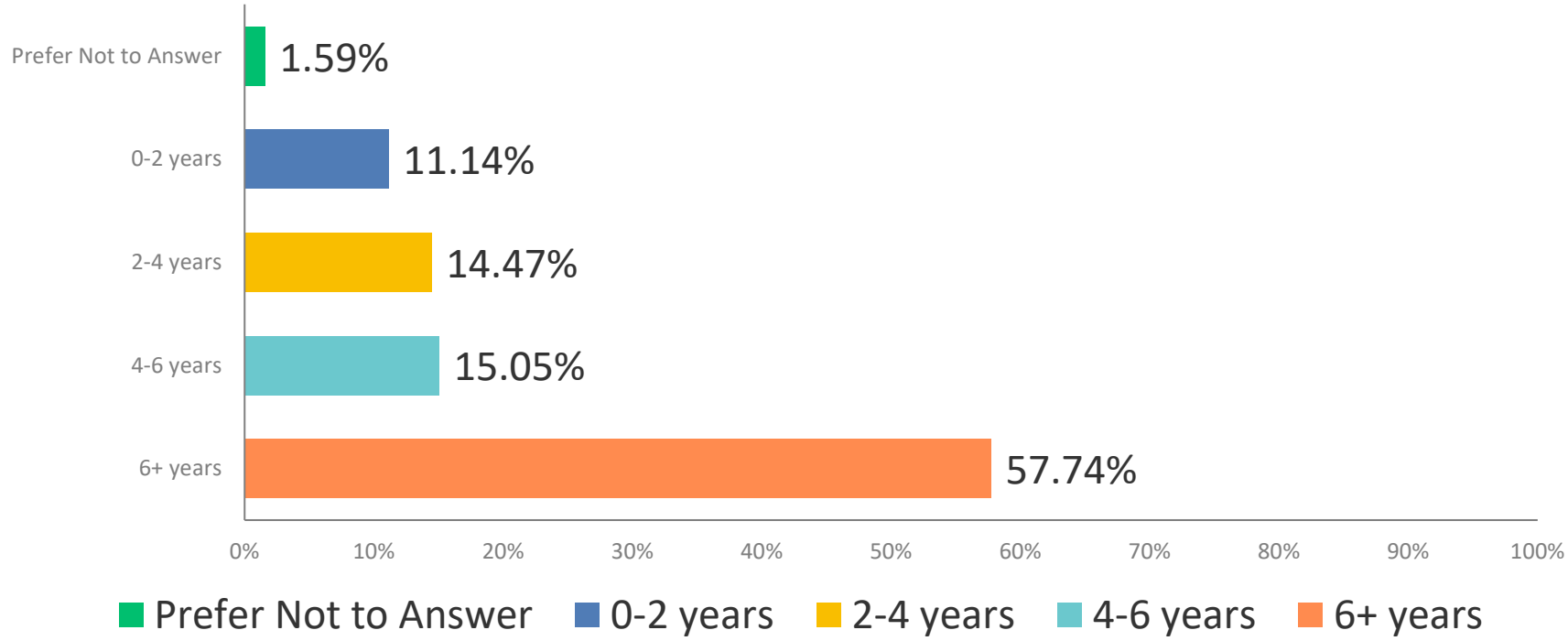
Q9: Now that you've heard more information, if the election were held today, would you support or oppose a Lodging Tax?

Answered: 691 Skipped: 0



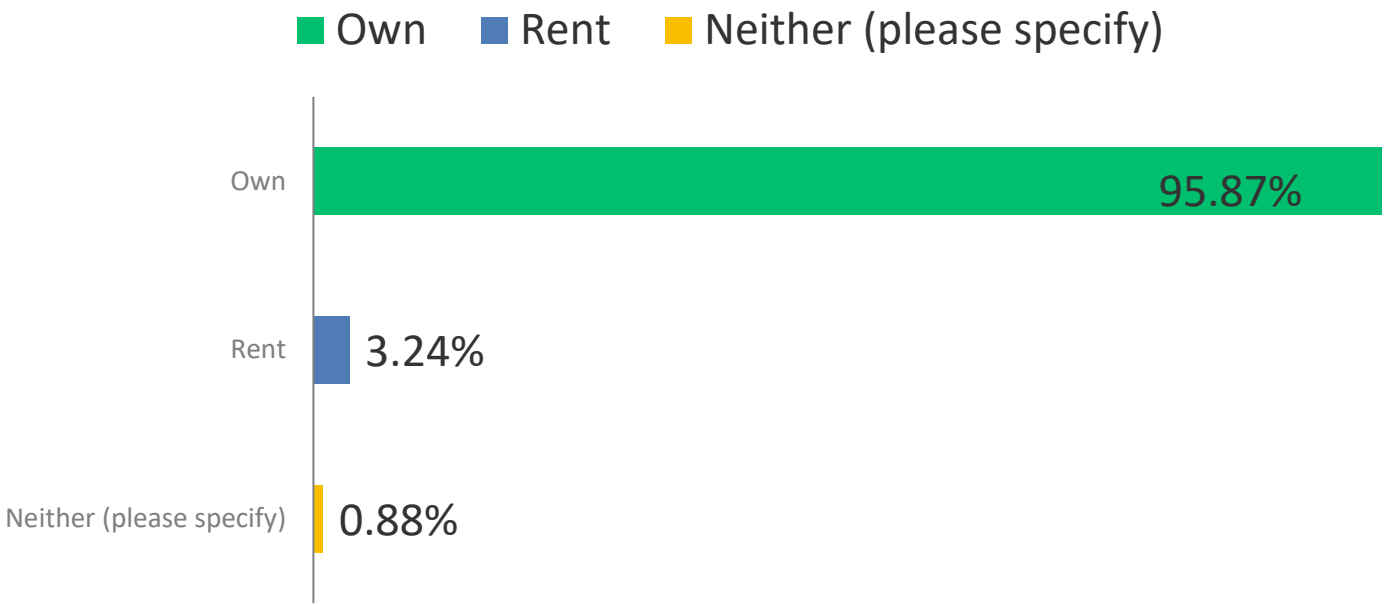
Q10: How long have you lived in Erie?

Answered: 691 Skipped: 0



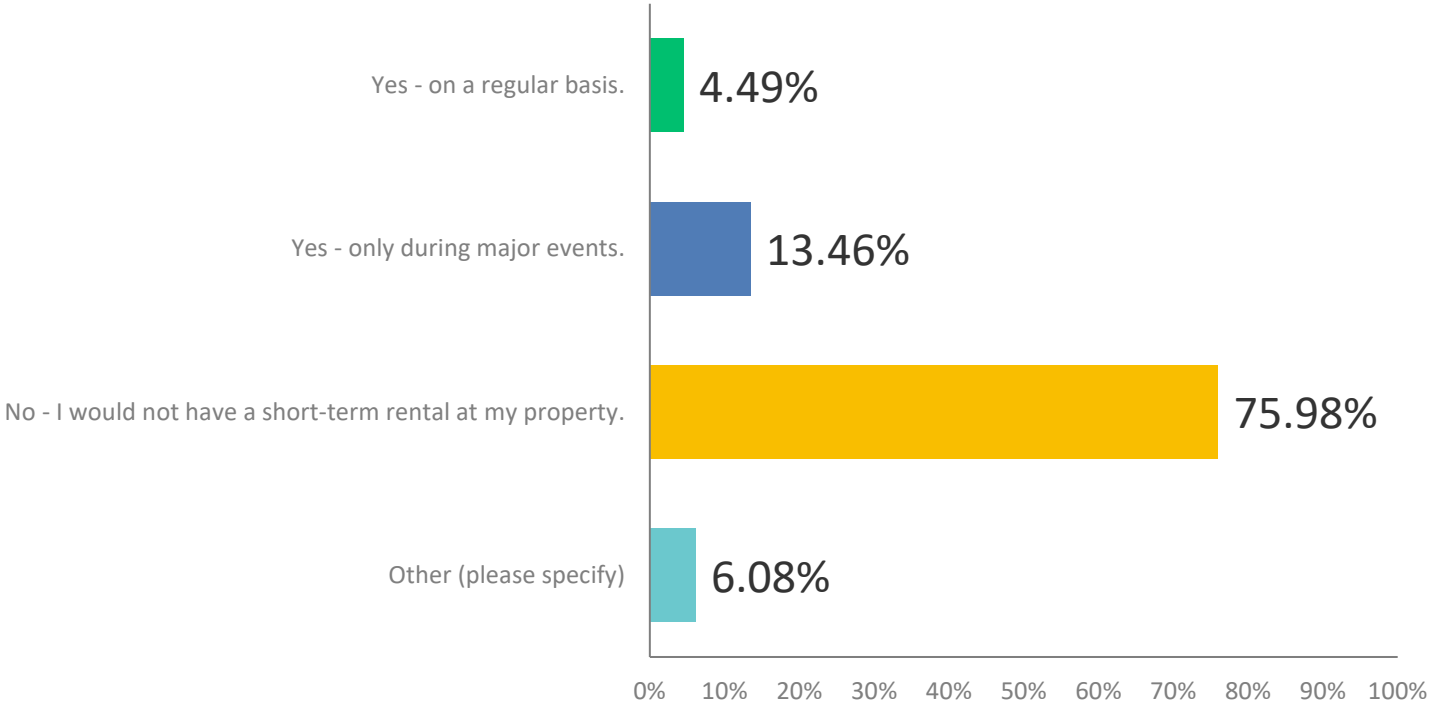
Q11: Do you rent or own the place where you live?

Answered: 678 Skipped: 13



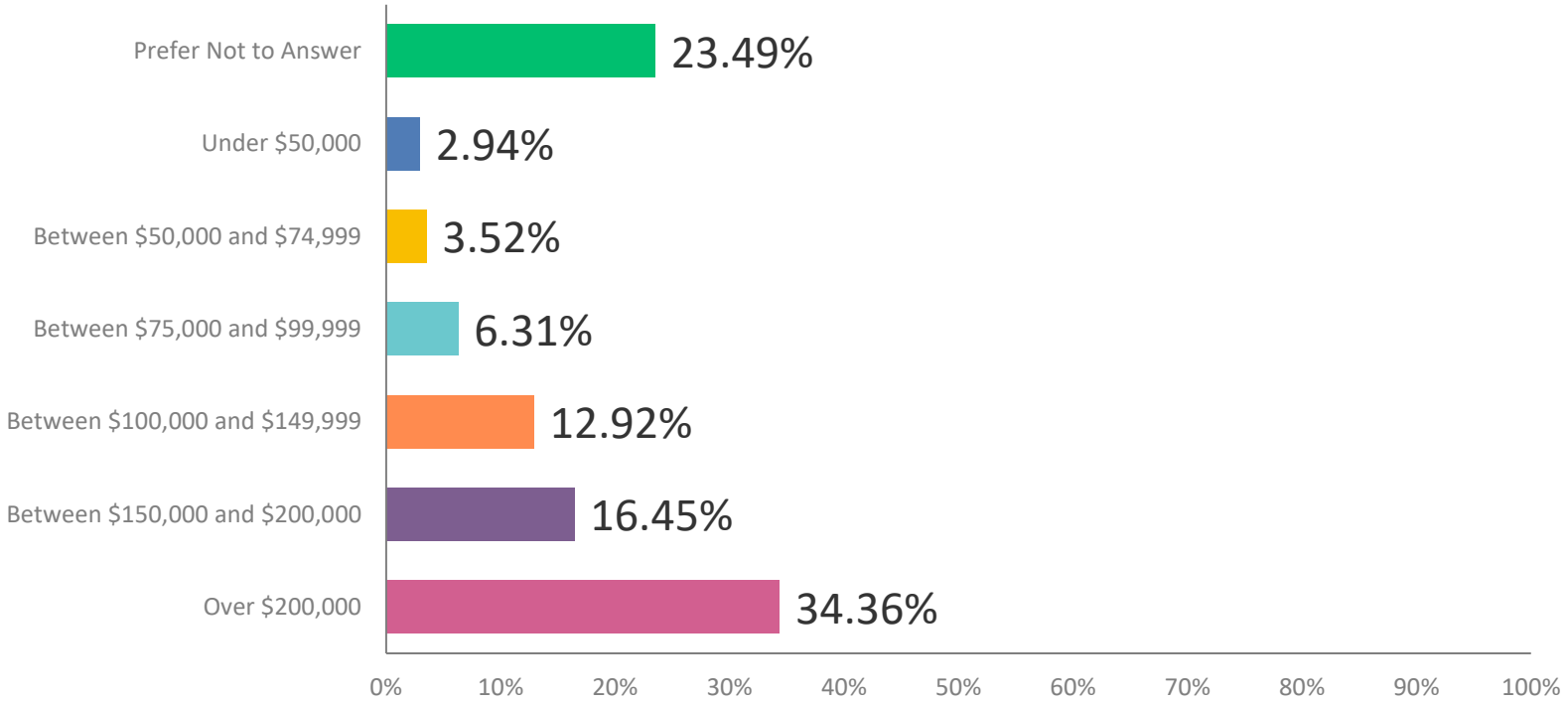
Q12: Would you consider renting all or part of your home for a short-term rental (renting for less than 30 days)?

Answered: 691 Skipped: 0



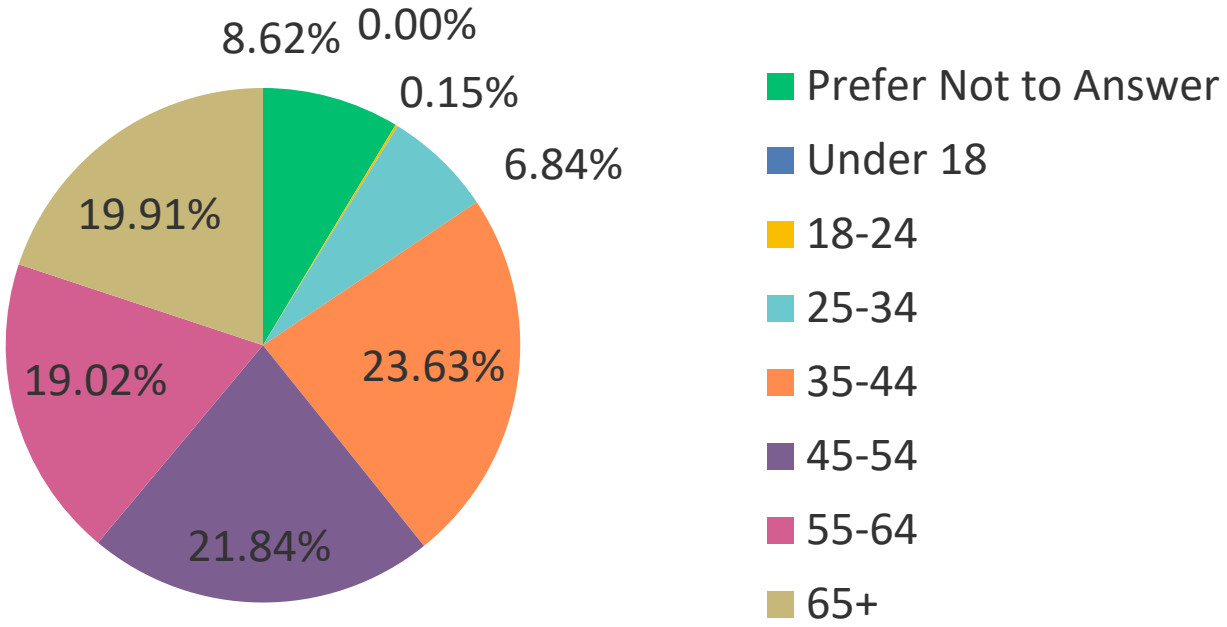
Q13: What is you average annual household salary?

Answered: 681 Skipped: 10



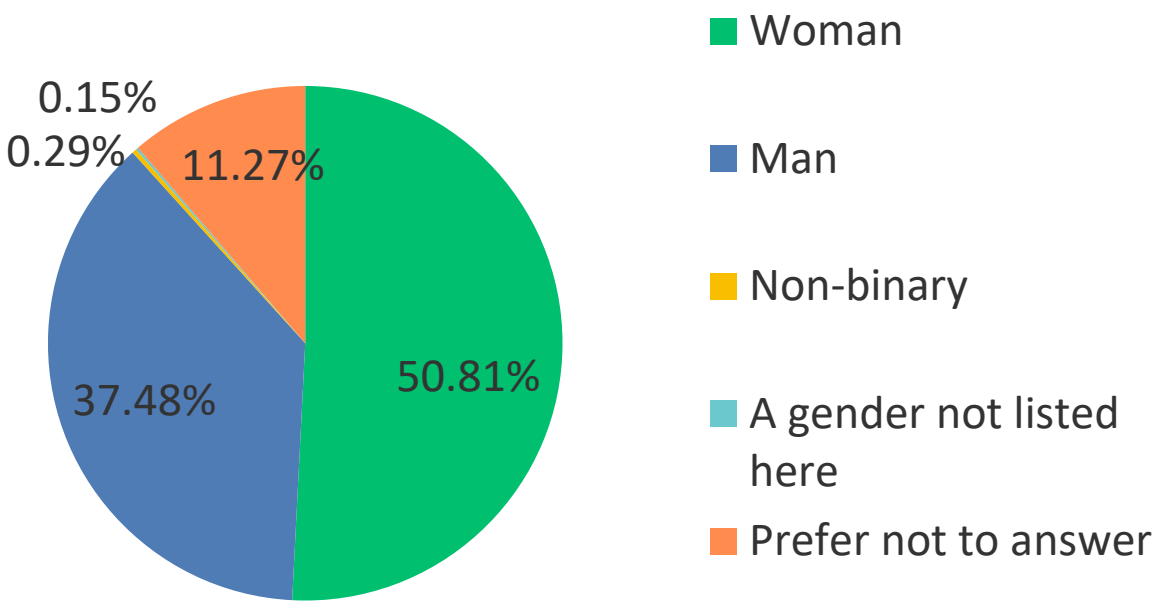
Q14: What is your age?

Answered: 673 Skipped: 18



Q15: Which of the following options most closely aligns with your gender?

Answered: 683 Skipped: 8



Town of Erie Lodging Tax Survey

What would you like to see this tax revenue used to pay for?

Answered 691
Skipped 0

Response Date	Responses	Sentiment
Jun 13 2026 02:08 PM	sustainable local technology like solar power, second rec center, funding future water resources	Positive
Jun 12 2026 11:04 AM	Move the dump or getting rid of oil and gas.	Neutral
Jun 12 2026 10:45 AM	Schools, street repairs, parks, etc.	Positive
Jun 12 2026 10:40 AM	Erie's Schools	Neutral
Jun 12 2026 09:27 AM	Lower Property Taxes	Neutral
Jun 12 2026 09:19 AM	Paved roads,	Neutral
Jun 12 2026 08:32 AM	converting grass areas to xeriscape. The exception would be parks.	Neutral
Jun 12 2026 08:03 AM	Reduce property taxes	Neutral
Jun 12 2026 01:03 AM	Infrastructure	Neutral
Jun 11 2026 10:01 PM	Schools	Neutral
Jun 11 2026 06:07 PM	More trails	Neutral
Jun 11 2026 04:04 PM	Road improvements	Neutral
Jun 11 2026 03:38 PM	Parks and bike-path expansions	Neutral
Jun 11 2026 01:43 PM	Road improvements, road safety in residential neighborhoods	Positive
Jun 11 2026 01:26 PM	open spaces, kids camps subsidized by the town, more performing arts opportunities year-round for more kids,	Positive
Jun 11 2026 10:31 AM	Mental health access	Neutral
Jun 11 2026 09:22 AM	services visitors could possibly use: emergency, police, fire	Neutral
Jun 11 2026 06:19 AM	Town necessities so it can stop saying it needs to grow more bc we need more money. I'd like the town to stop growing	Neutral
Jun 11 2026 05:13 AM	Parks and Rec	Neutral
Jun 10 2026 10:55 PM	Widening roads	Neutral
Jun 10 2026 06:57 PM	transportation	Neutral
Jun 10 2026 04:12 PM	Water storage	Neutral
Jun 10 2026 04:09 PM	fire, police, road maintenance, utility infrastructure	Neutral
Jun 10 2026 02:08 PM	schools and traffic/road improvement	Positive
Jun 10 2026 11:26 AM	Services that impact us all; parks and walking/bike paths	Positive
Jun 10 2026 11:24 AM	I do not support additional taxes	Negative
Jun 10 2026 11:14 AM	roads	Neutral

Jun 10 2026 11:04 AM	Open space	Neutral
Jun 10 2026 09:46 AM	civic events	Neutral
Jun 10 2026 07:56 AM	All the items mentioned in question #3	Neutral
Jun 10 2026 07:54 AM	Beautification of downtown Erie.	Positive
Jun 10 2026 06:57 AM	Services linked to tourism	Neutral
Jun 09 2026 10:55 PM	Improvement of rec center facilities, particularly the pool.	Positive
Jun 09 2026 09:41 PM	additional public transit options, trails, parks	Positive
Jun 09 2026 09:37 PM	Not sure	Neutral
Jun 09 2026 09:25 PM	Pay down town debt. Stop spending money you don’t have	Neutral
Jun 09 2026 09:23 PM	water supply	Neutral
Jun 09 2026 09:06 PM	Not for raises.	Neutral
Jun 09 2026 08:23 PM	roads, expanded community center, additional safety services	Neutral
Jun 09 2026 08:02 PM	Open space	Neutral
Jun 09 2026 07:46 PM	enhance historic downtown, subsidize childcare	Neutral
Jun 09 2026 04:01 PM	For costs associated with the tax. Not for public art or culture programs	Negative
Jun 09 2026 03:55 PM	more water conservation acts	Neutral
Jun 09 2026 03:21 PM	Expanded Erie Bee shuttle service to include weekends and possibly subsidize Bee shuttle service to DIA.	Neutral
Jun 09 2026 02:40 PM	Open space; new recreation center; performing arts center	Positive
Jun 09 2026 02:38 PM	Doesnt matter what i think, the politicians will steal it anyways	Neutral
Jun 09 2026 02:18 PM	I oppose this new tax. This places an undue tax burden on hotels and short-term rentals. Government needs to stop being greedy.	Negative
Jun 09 2026 01:59 PM	Infrastructures	Neutral
Jun 09 2026 01:06 PM	Road widening & Road Expansion, infrastructure improvements to reduce traffic and congestion	Positive
Jun 09 2026 12:40 PM	Police traffic enforcement	Neutral
Jun 09 2026 11:25 AM	Replacing current council	Neutral
Jun 09 2026 10:53 AM	Roads/park maintenance	Neutral
Jun 09 2026 10:46 AM	open space, lower costs for residents	Positive
Jun 09 2026 09:34 AM	Downtown beautification and revitalization	Positive
Jun 09 2026 07:28 AM	water	Neutral
Jun 09 2026 06:39 AM	Recreation	Neutral
Jun 09 2026 06:32 AM	Paved and unpaved bike trails, parks	Neutral

Jun 09 2026 06:18 AM	Infrastructure. Road improvements to alleviated increased traffic. Music venue-amphitheater	Positive
Jun 08 2026 10:38 PM	The ACTUAL impacts to the community…..not “pet” projects for specific council members, including the Mayor	Neutral
Jun 08 2026 09:51 PM	More lodging opportunities	Neutral
Jun 08 2026 08:51 PM	public infrastructue	Neutral
Jun 08 2026 08:09 PM	Improved offerings for the Erie Community Center	Neutral
Jun 08 2026 07:56 PM	more availability for summer camp at the rec center	Neutral
Jun 08 2026 07:29 PM	Road improvements in Erie	Neutral
Jun 08 2026 07:05 PM	Brining more music and arts opportunities and increasing our parks and open space	Positive
Jun 08 2026 06:48 PM	create a thoroughfare that routes people going north from Hwy 7 through center of Erie. Or,downtown beautification and revitalization	Positive
Jun 08 2026 05:36 PM	Community events	Neutral
Jun 08 2026 05:08 PM	Actual and tangible infrastructure related to visitors. Avoid the art and culture items as these are subjective and get selected by the noisy minority.	Neutral
Jun 08 2026 04:12 PM	Beautification and Pedestrian lighting and sidewalks	Neutral
Jun 08 2026 04:06 PM	Public amenities like public areas or infrastructure, or more bike trails at the Erie singletrack.	Neutral
Jun 08 2026 03:56 PM	Affordable housing	Neutral
Jun 08 2026 03:47 PM	Parks!	Unknown
Jun 08 2026 03:20 PM	parks and open space, and/or street maintenance	Neutral
Jun 08 2026 02:59 PM	public spaces and amenities, improved infrastructure and transportation	Positive
Jun 08 2026 02:05 PM	General fund	Neutral
Jun 08 2026 02:04 PM	Code enforcement	Neutral
Jun 08 2026 01:43 PM	Public improvements	Neutral
Jun 08 2026 01:06 PM	Water and road maintenance.	Neutral

Jun 08 2026 12:55 PM	Subsidies for local, family-owned, brick-and-mortar businesses. Too often, national chains push-out the "smaller guys" as they are better able to absorb ever increasing rents. It would be great to keep Erie's small-town, local feel with businesses with something at stake in the community	Positive
Jun 08 2026 11:33 AM	Reduce personal property tax	Neutral
Jun 08 2026 11:17 AM	Small business development & parks & recreation	Positive
Jun 08 2026 09:13 AM	City services	Neutral
Jun 08 2026 09:06 AM	Town infrastructure	Neutral
Jun 08 2026 08:49 AM	Second Erie Community Center, build and maintain parks and trails around Erie etcetera.	Neutral
Jun 08 2026 07:46 AM	Upkeep of public spaces. Road/traffic/signage maintenance.	Positive
Jun 08 2026 07:13 AM	Nothing, I oppose this tax	Negative
Jun 08 2026 06:48 AM	New Rec center expansion/outdoor pool park	Neutral
Jun 07 2026 10:33 PM	religious and church services, community building	Positive
Jun 07 2026 09:37 PM	Neighborhood parks still needing completed	Neutral
Jun 07 2026 09:03 PM	Downtown	Neutral
Jun 07 2026 08:59 PM	food bank and low income housing	Neutral
Jun 07 2026 08:48 PM	Nada.	Unknown
Jun 07 2026 07:56 PM	None	Neutral
Jun 07 2026 07:41 PM	Should no be levied. If new income into the town, that should shoulder any cost. New tax is a deterrent.	Negative
Jun 07 2026 06:11 PM	Offsetting water and sewage increases	Neutral
Jun 07 2026 06:03 PM	(1)purchase and reserve lands for nature areas and trails, (2) upkeep and improvements for community center building and areas, (3) town park improvements and expansion	Positive
Jun 07 2026 02:55 PM	community events/art and culture programs, increased shuttle services	Positive
Jun 07 2026 02:53 PM	infrastructure	Neutral
Jun 07 2026 02:22 PM	Bringing a grocery store closer to downtown Erie.	Positive
Jun 07 2026 02:12 PM	infrastructure upkeep, creation of new cycling paths, and maintanence of open space areas.	Positive
Jun 07 2026 12:54 PM	More stores, wider roads	Neutral

Jun 07 2026 10:56 AM	Better funded and managed community events. Cut out corporate vendors	Neutral
Jun 07 2026 09:34 AM	Maintain open spaces, support the aesthetics of the old town area (maybe helping to keep weeds in control along the sidewalks so the old town neighborhood is more walkable), speed bumps in neighborhoods where speeding and running stop signs/lights is occurring frequently	Neutral
Jun 07 2026 07:11 AM	Supporting and improving the services coming out of the LAWSC	Positive
Jun 06 2026 09:33 PM	Town-owned internet service, trail building and upkeep, support for the town's poorest residents and unhoused people	Neutral
Jun 06 2026 08:30 PM	Emergency services, community events, daycare, culture programs	Positive
Jun 06 2026 07:19 PM	Infrastructure. Help to offset potential property tax increases as community grows	Positive
Jun 06 2026 07:00 PM	Don't do it, this is a money grab, just because other towns are doing it doesn't make it ok	Negative
Jun 06 2026 06:56 PM	Road improvement, water infrastructure improvement, attract a more diverse set of commercial and professional businesses to Erie.	Positive
Jun 06 2026 06:45 PM	Town upkeep	Neutral
Jun 06 2026 03:39 PM	Purchase the empty lot east of the post office, turn into a public parking lot. Close Briggs Street between Wells and Moffat to vehicles. Have it strictly pedestrian.	Neutral
Jun 06 2026 03:13 PM	More grocery type stores- Trader Joe’s, Whole Foods	Positive
Jun 06 2026 03:01 PM	Rec center expansion	Neutral
Jun 06 2026 03:00 PM	town infrastructure	Neutral
Jun 06 2026 12:54 PM	paid positions on the boards to bring in the experience we need.	Neutral
Jun 06 2026 12:44 PM	If you build a hotel, which we don't have in Erie currently. Then you can charge the lodging fee when they make reservations or pay for the lodging. Sales tax pays for everything else.	Neutral

Jun 06 2026 12:36 PM	Unique parks/trail additions, local events, downtown beautification, ...	Positive
Jun 06 2026 09:36 AM	Nothing, Im opposed to this new tax.	Negative
Jun 06 2026 09:22 AM	Water usage and conservation	Neutral
Jun 06 2026 07:32 AM	Parks and trail upkeep and events to bring more visitors	Positive
Jun 06 2026 07:24 AM	Road maintenance	Neutral
Jun 05 2026 08:17 PM	No tax	Neutral
Jun 05 2026 06:12 PM	More biking trails, parking lot downtown	Neutral
Jun 05 2026 05:47 PM	Truly affordable housing	Neutral
Jun 05 2026 03:51 PM	I don't understand Q5 if this revenue is paid for by visitors of short term rentals/lodging, how would it increase costs for residents?	Neutral
Jun 05 2026 03:42 PM	Roads, walking paths	Neutral
Jun 05 2026 03:04 PM	inclusive programming	Neutral
Jun 05 2026 02:34 PM	Town beautification, community events	Positive
Jun 05 2026 01:48 PM	If you dont know what it should pay for its unnecessary	Negative
Jun 05 2026 12:18 PM	Infrastructure	Neutral
Jun 05 2026 12:14 PM	keeping shared infrastructure in good working order	Positive
Jun 05 2026 11:33 AM	Lower housing taxes for residents. Or infrastructure costs to expand retail.	Neutral
Jun 05 2026 10:06 AM	Support funding of key community resources and improvements. The rec center and the youth sports leagues cannot keep up with demand, we just expanded town hall, and now the police and courthouse building, we are quickly growing and need to reinvest the tax revenue to both support the reason folks would visit and the expanding needs of the town and community	Neutral
Jun 05 2026 09:44 AM	Impacts of lodging and then roads, trails, recreation	Neutral
Jun 05 2026 09:24 AM	Getting rid of the prairie dogs.	Neutral
Jun 05 2026 09:15 AM	Visitors are already taxed when they make purchases. Why penalize them from coming here?	Negative
Jun 04 2026 09:41 PM	Taxation is theft.	Negative
Jun 04 2026 09:37 PM	Parks and Rec facilities and open space	Neutral

Jun 04 2026 07:52 PM	I don’t think there should be a tax. I am appalled at the level of taxation we have gotten to.	Negative
Jun 04 2026 07:44 PM	Water and police	Neutral
Jun 04 2026 07:41 PM	Fighting O&G	Neutral
Jun 04 2026 07:11 PM	Would not like to see any Lodging Tax	Neutral
Jun 04 2026 06:51 PM	Visitor costs	Neutral
Jun 04 2026 05:41 PM	NA	Unknown
Jun 04 2026 04:28 PM	more police	Neutral
Jun 04 2026 03:46 PM	poor question, as I'm not really for the tax.	Neutral
Jun 04 2026 03:36 PM	Parks and rec	Neutral
Jun 04 2026 03:19 PM	infrastructure; protecting open space and parks	Positive
Jun 04 2026 03:00 PM	Community Activities	Neutral
Jun 04 2026 02:56 PM	Planting trees and addressing climate change	Positive
Jun 04 2026 01:50 PM	Additional community center with outdoor pool	Neutral
Jun 04 2026 01:07 PM	Alleviate other taxes	Neutral
Jun 04 2026 09:45 AM	General funding usage	Neutral
Jun 04 2026 09:38 AM	Community services that are required to support stress of visitors on community services	Positive
Jun 04 2026 09:04 AM	Infrastructure and Transportation associated with Tourist activity	Positive
Jun 04 2026 08:07 AM	Any tax income made from a Lodging Tax should only be put back into building and promoting Erie tourism, maintaining traveler-specific amenities, and providing incentives/help/training for local home owners who provide short-term rentals.	Neutral
Jun 04 2026 08:05 AM	We're not Boulder. We don't need a new tax.	Neutral
Jun 04 2026 07:38 AM	Only critical items like infrastructure and nothing going to non-essential items	Neutral
Jun 04 2026 07:28 AM	If you decided to tax people (which I oppose) it should be used to provide amenities to the town (like an outdoor swimming pool/water park...not a performing arts complex)	Negative
Jun 04 2026 07:00 AM	Nothing	Neutral
Jun 03 2026 11:06 PM	Education, infrastructure, water	Neutral

Jun 03 2026 06:55 PM	Street and Park Improvements	Neutral
Jun 03 2026 06:01 PM	Enough taxing us and bussiness, we pay a lot of taxes in Erie.	Negative
Jun 03 2026 06:00 PM	infrastructure	Neutral
Jun 03 2026 04:55 PM	Community	Neutral
Jun 03 2026 02:54 PM	Beautification of parks & public spaces. Also, restoration of historic buildings in downtown Erie & other places.	Positive
Jun 03 2026 02:44 PM	Roads	Neutral
Jun 03 2026 02:29 PM	I do not want to see another tax added on	Neutral
Jun 03 2026 01:30 PM	continued work to ensure there is water for everyone; community supports for low income families, something to help with the homeless (who aren't always homeless but who pick corners to panhandle) - they're welcome there, I just wish there was something we as a town could do for the women and their young children who are often at the 287/Arapahoe corners	Neutral
Jun 03 2026 01:04 PM	up keep of roads, infrastructure, parks & recreation places, trails	Positive
Jun 03 2026 10:33 AM	Support parks and open space	Positive
Jun 03 2026 10:11 AM	street maintance and other maintance work	Neutral
Jun 03 2026 09:39 AM	mitigate whatever adverse impacts you said they (visitors) cause	Neutral
Jun 03 2026 08:31 AM	Road repair and a better way to prevent the smells from the Erie dump.	Neutral
Jun 03 2026 07:06 AM	Enhansing the desire to live in this community	Neutral
Jun 03 2026 03:04 AM	Open space	Neutral
Jun 02 2026 09:51 PM	Beautification efforts of public spaces	Positive
Jun 02 2026 08:59 PM	Speed enforcement	Neutral
Jun 02 2026 07:49 PM	Creating a real robust and inviting downtown look, feel and culture.	Positive
Jun 02 2026 07:18 PM	Anything other than more housing developments. Please, slow down.	Negative
Jun 02 2026 05:58 PM	unsure	Neutral
Jun 02 2026 05:43 PM	What do we need that is not properly funded? Transportation and infrastructure seem obvious since visitors rely on both	Neutral

Jun 02 2026 04:38 PM	Signage, traffic controls, our new bus service, additional shuttle services for special events	Positive
Jun 02 2026 02:44 PM	keeping our open spaces and parks up to date.	Neutral
Jun 02 2026 02:32 PM	art and cultural programs, open space, signage	Neutral
Jun 02 2026 02:15 PM	roads, economic development,	Neutral
Jun 02 2026 02:12 PM	wider roads that can handle our current and future population. Activities for youngsters and seniors with ongoing free transportation for seniors.	Positive
Jun 02 2026 01:29 PM	Road infrastructure, water rights acquisitions	Neutral
Jun 02 2026 01:27 PM	Costs associated with extra visitors in Erie	Neutral
Jun 02 2026 01:12 PM	New Hotels/Short Term Rental Units	Neutral
Jun 02 2026 01:06 PM	Water Scarcity Sourcing, Infrastructure, School Funding	Neutral
Jun 02 2026 01:05 PM	Existing Expenses and lower taxes for local.	Neutral
Jun 02 2026 12:22 PM	parks and recreation and other programs to improve quality of life	Positive
Jun 02 2026 11:40 AM	Community events.	Neutral
Jun 02 2026 11:19 AM	Likely toward water rights and reducing resident water bills.	Positive
Jun 02 2026 11:11 AM	outside community pool	Neutral
Jun 02 2026 10:54 AM	Ensure that the town of Erie maintains a sound financial position.	Positive
Jun 02 2026 10:39 AM	Unsure	Neutral
Jun 02 2026 10:27 AM	General Fund Balance	Neutral
Jun 02 2026 10:03 AM	Reduce municipal debt	Neutral
Jun 02 2026 09:49 AM	Acquisition of open space or conservation easements	Neutral
Jun 02 2026 09:27 AM	Roads	Neutral
Jun 02 2026 09:19 AM	NOTHING DO NOT DO THE TAX	Negative
Jun 02 2026 09:06 AM	Na	Unknown
Jun 02 2026 08:54 AM	Unsure of where budget constraints exist where the extra rev would be helpful, but I would want this rev to go to exactly what it was collected for; visitor and resident appeal. Public art, community spaces, events are what draw visitors and keep residents here. Virtuous cycle!	Positive

Jun 02 2026 08:05 AM	Not "cultural" what is that? Use them to expand parks and rec center services.	Neutral
Jun 01 2026 10:21 PM	Economic development	Neutral
Jun 01 2026 08:05 PM	Expanding rec center instead of more property tax	Neutral
Jun 01 2026 07:57 PM	Road improvements & maintenance; police; fire & emergency; water & sewer infrastructure	Positive
Jun 01 2026 06:10 PM	traffic control	Neutral
Jun 01 2026 05:38 PM	No new tax	Neutral
Jun 01 2026 04:02 PM	If the justification for charging the tax is visitors pay for the cost of local services, eg law enforcement, traffic control, then the tax should be used for things directly related to that.	Neutral
Jun 01 2026 03:50 PM	NO NEW TAXES. THERE ARE NO LODGING OPTIONS IN ERIE OTHER THAN AIRBNBS.	Negative
Jun 01 2026 03:39 PM	Town of Erie general budget.	Neutral
Jun 01 2026 03:25 PM	Whatever it takes to keep Erie feeling small, despite tourism!	Neutral
Jun 01 2026 02:55 PM	unknown at this time	Neutral
Jun 01 2026 02:31 PM	More Parks for kids	Neutral
Jun 01 2026 02:11 PM	?	Unknown
Jun 01 2026 01:36 PM	infrastructure maintenance and improvements	Neutral
Jun 01 2026 01:32 PM	Supporting the waste of the water from the hotel	Negative
Jun 01 2026 01:00 PM	Downtown beautification	Neutral
Jun 01 2026 10:08 AM	Environment and nature	Neutral
Jun 01 2026 09:06 AM	I think all of the suggestions above are good. Shuttles and other services during Sundance could be valuable.	Positive
Jun 01 2026 08:43 AM	bigger library and rec center expansion; trail expansion and downtown improvements; senior support	Positive
Jun 01 2026 08:35 AM	Infrastructure improvements	Neutral
Jun 01 2026 08:16 AM	Infrastructure Maintenance	Neutral
Jun 01 2026 08:02 AM	Roads and water infastructure	Neutral
Jun 01 2026 07:43 AM	Upkeep on the roads and green space/open space areas	Neutral

Jun 01 2026 06:32 AM	Increasing improvements to the old town downtown area - parks, infrastructure, shops, restaurants, art; tourism marketing; environmental sustainability measures; affordable housing for residents	Positive
Jun 01 2026 03:43 AM	Road maintenance	Neutral
May 31 2026 09:44 PM	Performing arts center.	Neutral
May 31 2026 09:08 PM	Irrigation system calibration/optimizations. No more wastefully watering sidewalks or streets.	Neutral
May 31 2026 05:40 PM	Unsure	Neutral
May 31 2026 05:17 PM	Downtown beautification and revitalization	Positive
May 31 2026 04:01 PM	police roads	Neutral
May 31 2026 02:18 PM	Open space	Neutral
May 31 2026 01:48 PM	Community Services	Neutral
May 31 2026 09:40 AM	community events	Neutral
May 31 2026 07:27 AM	I said I disagree. Why would you tell me to to do this? Insulting that you all of I agree or disagree and yet ask this	Negative
May 31 2026 05:10 AM	road maintenance and water/sewer treatment. Absolutely nothings else. Do not support any additional growth in this community	Negative
May 31 2026 05:09 AM	Reduce water costs	Neutral
May 30 2026 09:51 PM	More commuter trails in and out of town, park and community space improvements and upkeep, continued services like the Erie B.	Positive
May 30 2026 08:19 PM	Roads, water, and utility projects	Neutral
May 30 2026 07:36 PM	Local improvements	Neutral
May 30 2026 07:13 PM	Parking management, traffic control, and transit to/from destinations (travel demand management).	Neutral
May 30 2026 06:20 PM	roads, police and fire services	Neutral
May 30 2026 06:03 PM	Nothing, people that would visit Erie would generally be family and friends. Also isn't Erie home rule, why does tax have to apply to all under 30 days. If hotel was next to I 25 I would feel different.	Negative
May 30 2026 04:54 PM	More municipal support, more parking	Neutral

May 30 2026 04:31 PM	reducing homeowner taxes/give back to us for tolerating visitors and additional population	Neutral
May 30 2026 03:48 PM	Why are the questions framed as if tax is certainty? Use to lower property taxes	Neutral
May 30 2026 03:14 PM	Infrastructure (connect county line) & art	Positive
May 30 2026 02:26 PM	Parks, paths, open space, infrastructure to support the massive growth Erie is experiencing.	Neutral
May 30 2026 02:24 PM	Road work, signage, landscaping	Neutral
May 30 2026 01:39 PM	Grow community center, city infrastructure and new high school	Positive
May 30 2026 11:43 AM	Rec Center, parks, green space	Neutral
May 30 2026 09:59 AM	Public education and services for children	Positive
May 30 2026 09:49 AM	Infrastructure	Neutral
May 30 2026 09:36 AM	no new taxes, no hotels in Erie, less development! we're good!	Positive
May 30 2026 09:31 AM	Open space	Neutral
May 30 2026 09:23 AM	Local use to maintain upkeep and safety.	Positive
May 30 2026 09:15 AM	Bike & Walk paths	Neutral
May 30 2026 08:16 AM	Open space conservation	Neutral
May 30 2026 07:57 AM	community improvements, roads, trails	Neutral
May 30 2026 07:43 AM	shouldn't be needed	Neutral
May 29 2026 11:09 PM	road improvements	Neutral
May 29 2026 08:21 PM	Road improvement	Neutral
May 29 2026 08:04 PM	Expansion of ECC	Neutral
May 29 2026 07:44 PM	aviation	Neutral
May 29 2026 07:20 PM	Town infrastructure	Neutral
May 29 2026 06:52 PM	Open space and transportation infrastructure	Neutral
May 29 2026 05:28 PM	Infrastructure and Law Enforcement	Neutral
May 29 2026 05:21 PM	The rec center, parks,	Neutral
May 29 2026 05:09 PM	unsure	Neutral
May 29 2026 04:39 PM	Better infrastructure and water	Neutral
May 29 2026 04:27 PM	Rec Center/Library	Unknown
May 29 2026 04:05 PM	upkeep and protect and expand open space	Positive
May 29 2026 03:27 PM	Transportation and beautification projects.	Neutral
May 29 2026 02:17 PM	Whatever is most needed	Neutral
May 29 2026 01:21 PM	City cleanliness	Neutral

May 29 2026 12:46 PM	If a tax is passed (which I oppose in the first place), the only thing it should be used for is roadways and sidewalks.	Negative
May 29 2026 12:37 PM	Affordable Housing and Art/Culture	Neutral
May 29 2026 12:34 PM	Road improvements. The explosive residential development in Erie is obviously outpacing the road capacities as well as water availability	Neutral
May 29 2026 12:27 PM	Cultural activities	Neutral
May 29 2026 11:39 AM	providing community events and resources	Positive
May 29 2026 11:01 AM	Widening roads	Neutral
May 29 2026 10:05 AM	Projected impacts to the community, (such as roads), and use of valuable land. However, The burden should not fall on the property manager.	Neutral
May 29 2026 09:33 AM	Schools and first responders	Positive
May 29 2026 09:14 AM	I would like to see it used as a partial replacement of new building permits. Help defray the cost of reduced growth.	Neutral
May 29 2026 08:52 AM	infrastructure	Neutral
May 29 2026 08:30 AM	Parks and Rec	Neutral
May 29 2026 07:46 AM	Fixing our water issues- we can’t afford to give our drinking water to visitors. I am not interested in short term rentals or hotels of any kind in Erie.	Negative
May 29 2026 06:52 AM	Road safety. There was a two car accident at Montgomery and Erie Parkway this week, and the fatal accident on the ire Parkway bridge a few months ago.	Negative
May 29 2026 06:38 AM	Stop taxing everyone. Don't do it	Negative
May 29 2026 06:13 AM	Question 6 is poorly worded and does not allow for the answer 0. Typical!	Negative
May 28 2026 10:08 PM	Art, space, parks	Neutral
May 28 2026 10:07 PM	No	Neutral
May 28 2026 09:40 PM	Affordable housing	Neutral
May 28 2026 08:51 PM	Noise reduction on Erie Parkway	Neutral
May 28 2026 08:40 PM	Traffic mitigation	Neutral
May 28 2026 07:38 PM	Road upkeep	Neutral
May 28 2026 07:24 PM	A new community facility in the space across from the high school.	Positive

May 28 2026 07:16 PM	water	Neutral
May 28 2026 05:20 PM	Infrastructure	Neutral
May 28 2026 04:15 PM	More neighborhood pocket parks, particularly in the Northridge Subdivision. The Town of Erie owns a large vacant lot in Northridge, often described by the residents as "tot" lot. The lot sits overgrown with noxious weeds (wildfire fire risk too!) and COULD be a wonderful pocket park for the neighborhood kids to enjoy. Please invest in additional neighborhood serving pocket parks, especially on empty lots that the Town already owns	Neutral
May 28 2026 02:19 PM	Parks and roads	Neutral
May 28 2026 02:04 PM	Long term Road maintenance	Neutral
May 28 2026 01:57 PM	Put in slash fund for entertainment and town beauty like the coal creek and recycle center adjacent to the Wetlands.	Unknown
May 28 2026 01:34 PM	If it is collected, improving public accessibility infrastructure. The language of the survey, however, seems to conflate a hotel with someone renting a spare room for a week. These are not the same.	Negative
May 28 2026 01:15 PM	What tax? My answer was none. You're jumping WAY ahead of facts.	Neutral
May 28 2026 12:35 PM	I oppose this tax	Negative
May 28 2026 12:14 PM	roads, but not at the airport	Neutral
May 28 2026 10:51 AM	Erie roads	Neutral
May 28 2026 10:30 AM	culture programs, beautification and revitalization, community events	Positive
May 28 2026 10:20 AM	Police, Fire & Emergency services	Neutral
May 28 2026 09:57 AM	Unsure	Neutral
May 28 2026 09:55 AM	Parks, infrastructure	Neutral
May 28 2026 09:19 AM	some for roads, some for pedestrian infrastructure	Neutral
May 28 2026 09:09 AM	Roads infrastructure	Neutral
May 28 2026 09:04 AM	widen roads, repair bumpy roads	Neutral
May 28 2026 08:38 AM	Public spaces (parks & rec) / community events (biscuit day, ice rink, etc)	Neutral
May 28 2026 08:26 AM	Road maintenance, landscaping, public services, I like the idea of a water park	Positive

May 28 2026 06:47 AM	Infrastructure improvements!!!! Facilities that support the community and encourage businesses and visitors to come to Erie	Positive
May 28 2026 06:39 AM	Improve roads and expand roads to support influx of traffic and residents in the town of erie.	Positive
May 28 2026 03:17 AM	Schools	Neutral
May 27 2026 09:46 PM	Infrastructure	Neutral
May 27 2026 09:21 PM	Community improvement and local commercial development, not large national chains.	Neutral
May 27 2026 08:33 PM	Parks and recreation	Neutral
May 27 2026 07:55 PM	Road improvements	Neutral
May 27 2026 07:40 PM	Efficiency & Infrastructure That Helps Erie Grow Smartly	Neutral
May 27 2026 07:13 PM	Community center? Infrastructure? Sustainability initiatives?	Neutral
May 27 2026 05:11 PM	Open Space Maintenance	Neutral
May 27 2026 04:16 PM	Parks	Unknown
May 27 2026 03:11 PM	Parks	Unknown
May 27 2026 02:51 PM	Roads and trails maintenance	Neutral
May 27 2026 01:53 PM	Infrastructure, both new and maintenance and/or purchasing land for open space.	Neutral
May 27 2026 01:46 PM	Senior Housing	Neutral
May 27 2026 01:45 PM	Public Art and transportation	Neutral
May 27 2026 01:43 PM	Affordable housing that is actually affordable.	Neutral
May 27 2026 01:37 PM	Not sure if it’s really necessary	Neutral
May 27 2026 01:21 PM	bike paths and public transit	Neutral
May 27 2026 01:02 PM	N/A	Unknown
May 27 2026 12:02 PM	Substitute or subsidize taxes paid already by Erie residents.	Neutral
May 27 2026 11:58 AM	Open Space	Neutral
May 27 2026 11:50 AM	Fix County Rd 1, from the Police Station North to Erie Elementary !	Positive
May 27 2026 11:05 AM	Public safety and improvements	Positive
May 27 2026 10:41 AM	infrastructure	Neutral
May 27 2026 10:37 AM	signage	Neutral
May 27 2026 10:37 AM	Maintenance and expansion of parks & rec facilities (specifically pickleball and tennis courts)	Positive
May 27 2026 10:22 AM	Offset my outrageous property taxes	Neutral
May 27 2026 10:02 AM	Outdoor swimming pool, roads, trails, police, more recreational opportunities, like a pottery class	Positive

May 27 2026 10:01 AM	general fund	Neutral
May 27 2026 09:45 AM	Infrastructure like roads and public transit	Positive
May 27 2026 08:45 AM	Infrastructure - Water, Electric and Roads	Neutral
May 27 2026 08:29 AM	Affordable housing	Neutral
May 27 2026 08:21 AM	parks	Neutral
May 27 2026 08:08 AM	Parks and Open Space maintenance and acquisition	Neutral
May 27 2026 07:59 AM	Essential Services such as roads, utilities and public safety	Positive
May 27 2026 05:18 AM	Community events or police department	Neutral
May 26 2026 09:32 PM	Community events	Neutral
May 26 2026 08:14 PM	Arts and culture, youth activities, beautification	Positive
May 26 2026 07:54 PM	Support infrastructure for the town…improve roads, local shopping, restaurants . Definitely NOT more stop lights!!!!!!!!	Positive
May 26 2026 07:35 PM	Rec center	Neutral
May 26 2026 07:02 PM	Stop taxing people!	Neutral
May 26 2026 06:26 PM	Environmental programs.	Neutral
May 26 2026 05:54 PM	Extra city services required because of extra population	Neutral
May 26 2026 05:45 PM	unsure	Neutral
May 26 2026 05:44 PM	Road infrastructure.	Neutral
May 26 2026 05:08 PM	Roadworks	Neutral
May 26 2026 04:53 PM	help the community	Neutral
May 26 2026 04:08 PM	Road improvement? More green parks?	Neutral
May 26 2026 04:00 PM	roads	Neutral
May 26 2026 03:59 PM	Safety (increase police presence) and beautification	Positive
May 26 2026 03:19 PM	In place of the sale of mineral rights, which I strongly oppose	Neutral
May 26 2026 03:14 PM	Art installations	Neutral
May 26 2026 02:41 PM	Infrastructure if that's an option, otherwise anything that encourages/supports more non-chain businesses throughout Erie	Positive
May 26 2026 02:35 PM	arts and culture, as those often attract out of towners as well and are not typically revenue generating (nor should they be to ensure equity in access and representation)	Neutral

May 26 2026 02:20 PM	water right bc you clowns keep letting huge res development in	Negative
May 26 2026 02:05 PM	Voters choose with fiscal guidance from Erie on needs	Neutral
May 26 2026 01:04 PM	Parks and Recreation	Neutral
May 26 2026 12:52 PM	transit	Neutral
May 26 2026 12:20 PM	Parks and Recreation	Neutral
May 26 2026 12:17 PM	parking or shuttles	Neutral
May 26 2026 11:56 AM	education	Neutral
May 26 2026 11:19 AM	Education, child services, community parks/amenities/trails	Positive
May 26 2026 10:56 AM	Something other than a hotel	Neutral
May 26 2026 10:36 AM	Core Town services (general fund). NOT to purchase property.	Neutral
May 26 2026 10:18 AM	Downtown beautification or rec areas	Neutral
May 26 2026 09:27 AM	Infrastructure, including roads, trails, utilities, etc.	Neutral
May 26 2026 09:09 AM	The Town hall expantion looks great. I'd like to see that done to the maintnence facility as well. I think Town employees should see some benefit from all the money we charge to live here.	Positive
May 26 2026 08:46 AM	Speed limit signage in Old Town	Neutral
May 26 2026 08:40 AM	No tax	Neutral
May 26 2026 08:34 AM	Parks, recreation and open space	Neutral
May 26 2026 08:23 AM	improvements to anything that makes Erie a better place to visit	Neutral
May 26 2026 07:53 AM	Town facility updates and roadwork	Neutral
May 26 2026 07:31 AM	Do nearby communities have a lodging tax? Risk of visitors choosing other nearby locations over Erie if there is no lodging tax there.	Neutral
May 26 2026 07:16 AM	Sidewalks connecting Compass to other parts of Erie	Neutral
May 26 2026 07:01 AM	Infrastructure	Neutral
May 25 2026 11:46 PM	Put back into our schools.	Positive
May 25 2026 10:14 PM	Parks	Unknown
May 25 2026 09:58 PM	Nonprofit support	Neutral
May 25 2026 09:29 PM	Erie rec center	Neutral
May 25 2026 08:23 PM	Affordable housing	Neutral
May 25 2026 07:04 PM	Community events	Neutral
May 25 2026 05:22 PM	Downtown improvements to attract more restaurants and shopping	Positive
May 25 2026 04:38 PM	Maintenence of town infrastructure (roads, recycling center, parks and open space)	Positive

May 25 2026 03:15 PM	No tax	Neutral
May 25 2026 02:20 PM	reduce our reliance on oil and landfill money	Positive
May 25 2026 01:54 PM	Beutification, licensing, signage	Neutral
May 25 2026 01:21 PM	Better and less expensive access to Erie community center	Positive
May 25 2026 11:22 AM	Infrastructure (roads, sidewalks, bike lanes, etc.) and parks.	Positive
May 25 2026 09:30 AM	Schools	Neutral
May 25 2026 09:21 AM	Improving and expanding Rec Center	Neutral
May 25 2026 08:32 AM	Community events	Neutral
May 25 2026 08:02 AM	More community activities; more availability of youth programs as well as a stronger active adult program with more teacher variety and class options.	Positive
May 25 2026 07:54 AM	purchase of open space-even property zoned as commercial	Neutral
May 25 2026 07:25 AM	.	Unknown
May 25 2026 07:20 AM	Amenities for residents NOT more housing	Negative
May 25 2026 07:00 AM	Open space repairs and maintenance	Neutral
May 25 2026 06:29 AM	Lower my ridiculous taxes	Neutral
May 25 2026 04:46 AM	Schools	Neutral
May 24 2026 11:08 PM	Not sure	Neutral
May 24 2026 10:13 PM	Parks, trails, and open space - to complete what has been long promised but keeps getting delayed.	Neutral
May 24 2026 10:06 PM	town services	Neutral
May 24 2026 09:31 PM	Better roads, what's with the crappy patch work on County Line going south past the police station?	Negative
May 24 2026 08:45 PM	expanded shuttle service/public transportation, downtown beautification	Positive
May 24 2026 08:06 PM	Trails/recreation	Neutral
May 24 2026 06:27 PM	School upgrades and renovations	Neutral
May 24 2026 05:24 PM	Figure out what you want to do before taxing people… why can’t I choose 0% in the question above!	Negative
May 24 2026 04:14 PM	Safe biking and walking paths	Neutral
May 24 2026 04:04 PM	To issue a tax refund to residents.	Neutral
May 24 2026 03:53 PM	Infrastucture	Neutral
May 24 2026 03:43 PM	Open space and trails	Neutral

May 24 2026 03:39 PM	The renovations to the rec center or re-invested into LOCAL (not franchise, chain or big box) business. But honestly, I really do not want to see a hotel in the town. I believe it brings risks that are not worth any potential gains	Neutral
May 24 2026 03:30 PM	I don't want a lodging tax.	Neutral
May 24 2026 03:10 PM	Tax reductions for residents	Neutral
May 24 2026 02:25 PM	Infrastructure	Neutral
May 24 2026 02:08 PM	Downtown beautification, park upgrades	Positive
May 24 2026 01:42 PM	Tunnel underneath Erie parkway and county line	Neutral
May 24 2026 01:38 PM	Help bring more restaurants to Erie	Neutral
May 24 2026 01:26 PM	Roads	Neutral
May 24 2026 12:23 PM	More community programs	Neutral
May 24 2026 11:52 AM	I would rather not see any 'lodging' be built at all.	Negative
May 24 2026 11:38 AM	Education, Parks Dep,	Neutral
May 24 2026 11:04 AM	Improving and building infrastructure	Neutral
May 24 2026 09:15 AM	Lowering costs for residents	Positive
May 24 2026 08:59 AM	Don't hamper a budding travel industry! And don't let our local government get used to spending more and more.	Negative
May 24 2026 08:06 AM	Infrastructure that visitors use like water, roads, emergency services and things that bring visitors to the community like parks and rec.	Positive
May 24 2026 08:02 AM	If a tax is voted or imposed then use it for buying more water shares or towards buying up space and keeping it open with trails not houses	Neutral
May 24 2026 07:45 AM	Infrastructure	Neutral
May 24 2026 07:33 AM	Infrastructure	Neutral
May 24 2026 07:22 AM	Streets; business development	Neutral
May 24 2026 07:08 AM	Improved downtown services (parking, events)	Positive
May 24 2026 06:05 AM	Infrastructure, public safety, and other town needs as Erie continues to rapidly expand.	Positive
May 24 2026 04:28 AM	Haven't thought about it	Neutral
May 23 2026 10:55 PM	people won’t come .	Negative
May 23 2026 09:41 PM	Tax corporate hotels, not small businesses or homestays	Negative
May 23 2026 08:50 PM	Open space and bike trails	Neutral

May 23 2026 08:47 PM	infrastructure development	Neutral
May 23 2026 07:53 PM	Preserving land in Erie and keeping utilities for homeowner lower	Positive
May 23 2026 07:23 PM	I don’t agree with the tax.	Negative
May 23 2026 06:59 PM	I dont think you people need anymore money to waste on car wide sidewalks while roads are narrow, specifically the wasted revenue spent on concrete work on county line road. Or expanding townhall, when its surrounded by tiny shacks and old homes that need to be torn down. A better idea would be to pass a law banning short-term rentals under 6mons.	Negative
May 23 2026 05:58 PM	Improved community center pool or outside pool	Neutral
May 23 2026 04:58 PM	Capital needs	Neutral
May 23 2026 04:29 PM	Grocery store	Neutral
May 23 2026 04:11 PM	Na	Unknown
May 23 2026 04:08 PM	Infrastructure	Neutral
May 23 2026 04:03 PM	Attracting more significant businesses to our community to help shore up tax base	Positive
May 23 2026 03:38 PM	Parks and recreation	Neutral
May 23 2026 02:09 PM	Roads, services	Neutral
May 23 2026 01:51 PM	Trails and parks	Neutral
May 23 2026 01:07 PM	Maintaining open spaces, parks, and roads	Neutral
May 23 2026 01:04 PM	Bike path between Erie and Boulder!	Positive
May 23 2026 12:51 PM	roads, parks, facility upkeep	Neutral
May 23 2026 12:06 PM	Walking/biking paths	Neutral
May 23 2026 10:45 AM	Outdoor pool. Pay down debt.	Neutral
May 23 2026 10:38 AM	Additional recreation services	Neutral
May 23 2026 10:28 AM	Arts, culture	Neutral
May 23 2026 10:13 AM	A government efficiency officer to audit programs and expenses	Neutral
May 23 2026 10:06 AM	Decrease local tax.	Neutral
May 23 2026 10:05 AM	police and fire protection	Neutral
May 23 2026 09:58 AM	Playgrounds, parks, open spaces, library	Neutral
May 23 2026 09:41 AM	More trails. Increased law enforcement. Increase fire department. More transit options	Positive
May 23 2026 09:33 AM	N/A	Unknown

May 23 2026 09:32 AM	Building more parks like the one that has been promised for years in Morgan hill	Positive
May 23 2026 09:26 AM	Not more city jobs	Neutral
May 23 2026 09:03 AM	N/A	Unknown
May 23 2026 08:56 AM	Help offset cost of expanding commercial/retail footprint in Erie	Positive
May 23 2026 08:45 AM	Programs for underprivileged youth	Neutral
May 23 2026 08:36 AM	Local events and branding	Neutral
May 23 2026 08:28 AM	Open space maintenance, community parks, and public transportation	Positive
May 23 2026 08:24 AM	More Community Centers, Pools, or Entertainment Centers (Bowling, Laser Tag, etc...)	Neutral
May 23 2026 08:18 AM	Open space. Growth concentrated along I-25	Positive
May 23 2026 08:13 AM	Unsure	Neutral
May 23 2026 07:59 AM	No new taxes!	Neutral
May 23 2026 07:51 AM	Improve our drinking water quality.	Neutral
May 23 2026 07:49 AM	Parks and Recreation	Neutral
May 23 2026 07:35 AM	Housing for hotel-related workers	Neutral
May 23 2026 07:33 AM	Safe roads	Neutral
May 23 2026 07:24 AM	Arts and culture	Neutral
May 23 2026 07:19 AM	Community center expansion or open space development	Neutral
May 23 2026 07:12 AM	Infrastructure used to support the major event.	Neutral
May 23 2026 06:56 AM	Lowering my taxes	Neutral
May 23 2026 06:22 AM	Parks and Trails	Neutral
May 23 2026 06:05 AM	Roads or trail additions/underpasses	Neutral
May 23 2026 06:03 AM	Helping elderly , assisting with beauticationto those who need help	Positive
May 23 2026 05:13 AM	Bike path to boulder	Neutral
May 23 2026 04:38 AM	Roads, parks, public spaces	Neutral
May 23 2026 03:02 AM	Education or expanding/improving local events	Neutral
May 22 2026 10:38 PM	Not sure	Neutral
May 22 2026 10:07 PM	Entertainment in erie	Neutral
May 22 2026 09:47 PM	Signage, new town center, transportation	Positive
May 22 2026 09:46 PM	Community events, traffic control	Positive
May 22 2026 09:45 PM	Additional resources for Erie(more commercial property)	Neutral
May 22 2026 09:43 PM	More business and restaurants	Neutral
May 22 2026 09:15 PM	Better parks and a second community center	Neutral

May 22 2026 09:13 PM	Better roads, more trails	Neutral
May 22 2026 08:54 PM	Traffic control or expanded shuttle services	Neutral
May 22 2026 08:38 PM	Traffic light on county Rd 10.5 and County Lone Toad, drones for police, additional police officers	Positive
May 22 2026 08:38 PM	Police staffing: road widening.	Neutral
May 22 2026 08:29 PM	Community events, traffic control by soaring heights	Positive
May 22 2026 08:24 PM	Support services for police, fire and municipal workers. Also some going to street maintenance.	Positive
May 22 2026 08:23 PM	Community improvements (whether that is roads, parks, art, etc).	Neutral
May 22 2026 08:22 PM	Infrastructure and Amenities	Neutral
May 22 2026 08:08 PM	Against the tax	Neutral
May 22 2026 08:07 PM	The community. Not to pay salaries	Negative
May 22 2026 08:02 PM	Old Town Maintenance and infrastructure	Neutral
May 22 2026 07:52 PM	water	Neutral
May 22 2026 07:39 PM	Bike lanes and parks	Neutral
May 22 2026 07:34 PM	Better infrastructure and improved retail options	Positive
May 22 2026 06:58 PM	Parks	Unknown
May 22 2026 06:55 PM	Town Infrastructure	Neutral
May 22 2026 06:52 PM	police	Neutral
May 22 2026 06:27 PM	Repair roads	Neutral
May 22 2026 06:14 PM	Parks and community center	Neutral
May 22 2026 06:03 PM	Road improvements, maintaining open space and parks.	Neutral
May 22 2026 05:48 PM	maintenance and cleaning of the city, art and other items that make us a great place to stay	Positive
May 22 2026 05:26 PM	more cameras, with the higher incidence of criminals breaking into cars and homes, having a reputation of cameras will deter those individuals.	Positive
May 22 2026 05:15 PM	No new taxes on anyone. Protect rights don’t spend money you don’t have.	Neutral
May 22 2026 05:10 PM	Community improvements. Enhanced amenities	Positive
May 22 2026 04:55 PM	Maintenance of the public spaces that visitors use	Neutral

May 22 2026 04:48 PM	law enforcement, infrastructure developments, maybe actually finish the projects that have been started but are taking forever	Neutral
May 22 2026 04:45 PM	RoadS	Neutral
May 22 2026 04:38 PM	Town infrastructure	Neutral
May 22 2026 04:35 PM	community beautification, traffic control, community transportation, law enforcement or expanded shuttle services , administrative costs for licensing and enforcement	Positive
May 22 2026 04:30 PM	There should be no tax	Neutral
May 22 2026 04:19 PM	Public Art, More trails, Anything to make life better for residents	Positive
May 22 2026 04:10 PM	Open space	Neutral
May 22 2026 03:53 PM	Streets and sanitation	Neutral
May 22 2026 03:53 PM	Infrastructure	Neutral
May 22 2026 03:49 PM	Parks and Recreation	Neutral
May 22 2026 03:41 PM	More public transportation options to Longmont and Boulder come to mind but I'm sure there will be other great ideas proposed that I could support	Positive
May 22 2026 03:36 PM	Lower taxes for residents, or improvements to parks and rec	Positive
May 22 2026 03:34 PM	Infrastructure	Neutral
May 22 2026 03:33 PM	Improved transit options. An art event downtown. Better signage and enforcement on E-bike regulations.	Positive
May 22 2026 03:32 PM	Support expanding downtown Erie and local events	Positive
May 22 2026 03:26 PM	More trees around trails	Neutral
May 22 2026 03:23 PM	No tax for lodging - build more commercial businesses	Neutral
May 22 2026 03:21 PM	A grocery store and retail at the corner of Erie Pkway and. CL. road. Stop alreay with giving the town to developers.	Neutral
May 22 2026 03:14 PM	schools	Neutral
May 22 2026 03:12 PM	not sure	Neutral
May 22 2026 03:11 PM	Public recreation and maintenance	Neutral
May 22 2026 03:08 PM	Projects that add community value such as additional recreational center, parks, hiking and biking trails.	Positive
May 22 2026 03:03 PM	Infrastructure - like expanding roads to accommodate the expanding population	Positive
May 22 2026 03:01 PM	Roads	Neutral

May 22 2026 02:58 PM	unsure - maybe ECC	Neutral
May 22 2026 02:47 PM	road maintenance and capital improvements	Neutral
May 22 2026 02:46 PM	Road infrastructure/traffic improvements	Neutral
May 22 2026 02:39 PM	Improvements to roads and infrastructure	Neutral
May 22 2026 02:24 PM	Roads, public community center amenities, pool etc	Neutral
May 22 2026 02:24 PM	A neighborhood park in Parkdale	Neutral
May 22 2026 02:22 PM	Public bike trails and protected bike lanes	Positive
May 22 2026 02:19 PM	Decrease property taxes	Neutral
May 22 2026 02:10 PM	Open space	Neutral
May 22 2026 02:01 PM	Community parks and amenities including a second rec center	Neutral
May 22 2026 01:59 PM	Infrastructure improvements, rec center, more trails	Neutral
May 22 2026 01:55 PM	Open Space, Rec	Neutral
May 22 2026 01:55 PM	Infrastructure	Neutral
May 22 2026 01:54 PM	Parks and rec	Neutral
May 22 2026 01:47 PM	Roads & Traffic Signal Timing	Neutral
May 22 2026 01:44 PM	Improved roads and water systems	Neutral
May 22 2026 01:39 PM	No hotels or lodging period	Neutral
May 22 2026 01:34 PM	Unsure	Neutral
May 22 2026 01:32 PM	Improved infrastructure	Neutral
May 22 2026 01:28 PM	Unsure	Neutral
May 22 2026 01:27 PM	Don't charge a tax	Neutral
May 22 2026 01:26 PM	More trails and parks of all sizes (not just pocket parks in communities)	Positive
May 22 2026 01:22 PM	admin	Neutral
May 22 2026 01:21 PM	Road maintenance and parks and recs	Neutral
May 22 2026 01:21 PM	General city maintenance, trails and parks, snow removal	Neutral
May 22 2026 01:17 PM	New recreation/fields for youth sports	Neutral
May 22 2026 01:11 PM	Nothing specific, just add to general tax income	Neutral
May 22 2026 01:10 PM	Fixing neighbors walkways like at cr 5 and flora virw. It's all weeds	Negative
May 22 2026 01:08 PM	Infrastructure	Neutral
May 22 2026 01:07 PM	Park improvements and maintenance	Neutral
May 22 2026 01:05 PM	Beautification and revitalization	Positive

May 22 2026 01:02 PM	Old town beautification, old town parking, parks and recreation budget, help for local residence in times of need, food bank or costs for local 5k 10k runs or events that help residents of Erie	Positive
May 22 2026 01:00 PM	Parks & Rec	Unknown
May 22 2026 12:58 PM	School	Neutral
May 22 2026 12:54 PM	Street repair	Neutral
May 21 2026 02:09 PM	child care subsidies, sustainability efforts (EV infrastructure, solar on public facilities)	Positive
May 21 2026 11:09 AM	Reduce property taxes, support public cleanliness (keeping streets swept, trash picked up, graffiti immediately painted over). I definitely think AirBnB, VRBO and Booking.com type rentals should be taxes higher than hotels.	Positive
May 21 2026 05:19 AM	do not kmow	Neutral
May 21 2026 01:30 AM	An actual grocery store. Walkable amenities. Some sort of retail store. Public art. Public transportation to and from sundance. The problem is I don’t trust the town to actually use the money to good use under the current mayor, so I’d rather not have a tax.	Neutral
May 20 2026 08:09 PM	maintenance of Erie facilities	Neutral
May 20 2026 06:45 PM	I would like for Erie residents to have an advantage over the other local communities when trying to rent for Sundance. Thus, I don't want the tax at all.	Negative
May 20 2026 01:03 PM	Infrastructure costs	Neutral
May 20 2026 10:48 AM	improvements to community amenities or infrastructure	Positive
May 20 2026 10:28 AM	Roads, expansion of community center	Neutral
May 20 2026 09:58 AM	Infrastructure like roads	Neutral
May 20 2026 09:29 AM	Increase subsidies for homeowners to xeriscape their lawns since water shortages will occur in the near future.	Neutral
May 20 2026 08:32 AM	Affordable Housing	Neutral
May 20 2026 07:25 AM	No tax	Neutral
May 20 2026 07:11 AM	public infrastructure	Neutral

May 19 2026 04:56 PM	Open space	Neutral
May 19 2026 04:06 PM	0 tax	Unknown
May 19 2026 03:54 PM	unsure	Neutral
May 19 2026 03:54 PM	infrastructure	Neutral
May 19 2026 03:53 PM	unsure	Neutral
May 19 2026 03:52 PM	unsure	Neutral
May 19 2026 03:51 PM	roads and more parks & open space	Neutral
May 19 2026 03:50 PM	roads and infrastructure	Neutral
May 19 2026 03:49 PM	raided pedestrian crossing/road safety	Neutral
May 19 2026 03:48 PM	roads and business improvements	Neutral
May 19 2026 03:47 PM	upkeep of open spaces/parks	Neutral
May 19 2026 03:47 PM	community programs and park programs	Positive
May 19 2026 03:46 PM	local improvement	Neutral
May 19 2026 03:45 PM	unsure	Neutral
May 19 2026 03:44 PM	Housing for low-income/displaced by AirBnB	Neutral
May 19 2026 03:43 PM	open space	Neutral
May 19 2026 03:43 PM	open space	Neutral
May 19 2026 03:42 PM	roads	Neutral
May 19 2026 03:41 PM	parks & rec	Unknown
May 19 2026 03:40 PM	unsure	Neutral
May 19 2026 03:39 PM	open space	Neutral
May 19 2026 03:38 PM	upkeep of open spaces/parks	Neutral
May 19 2026 01:01 PM	roads and open space	Neutral
May 19 2026 08:58 AM	Recreational infrastructure	Neutral
May 19 2026 07:12 AM	infrastructure and services for every day activites of residents	Positive
May 18 2026 10:21 PM	Nothing	Neutral
May 18 2026 08:51 PM	Infrastructure and amenities	Neutral
May 18 2026 08:34 PM	Prefer no lodging tax. Visitors will pay sales tax on services.	Neutral
May 18 2026 08:19 PM	downtown beautification and revitalization, wayfinding signage, community events, traffic control or expanded shuttle services , administrative costs for licensing and enforcement	Positive
May 18 2026 07:52 PM	Marketing Erie over surrounding communities to visitors	Neutral
May 18 2026 06:57 PM	infrastructure needed to support the increased traffic and environmental demands	Neutral
May 18 2026 06:52 PM	Nothing; this should not be taxed.	Negative
May 18 2026 05:13 PM	bigger library, better roads, safety	Positive

May 18 2026 04:19 PM	Better traffic routes with all the cars we got in the last 5 years!	Neutral
May 18 2026 04:14 PM	Promoting more places to stay.	Positive
May 18 2026 04:13 PM	Roads and Law Enforcement	Neutral
May 18 2026 04:01 PM	fixing the bad roads	Neutral
May 18 2026 03:54 PM	traffic control and expanded shuttle services; way finding signage, beautification of downtown; community events	Positive
May 18 2026 03:37 PM	I don't want to see a lodging tax at all!	Neutral
May 18 2026 03:28 PM	Infrastructure and parks/trails	Neutral
May 18 2026 03:19 PM	Downtown beautification	Neutral
May 18 2026 02:57 PM	Water	Neutral
May 18 2026 02:50 PM	Paved trails and open space	Neutral
May 18 2026 02:47 PM	Better roads to allow for the growing population. Implementing a way to access public transportation from ERIE to DIA and from DIA to ERIE.	Positive
May 18 2026 02:47 PM	1 - Any extra town expenses due to regional events like the Sundance Film Festival, 2 - a nature/history center on the new open space (former Page property), 3 - parks and town beautification	Neutral
May 18 2026 02:45 PM	Upkeep for the Community Center.	Neutral
May 18 2026 02:37 PM	More parks and beautification along Coal Creek to be able to appreciate our creek. An outdoor community pool. Actually getting started on town center.	Positive
May 18 2026 02:32 PM	Protecting our open space	Positive
May 18 2026 02:23 PM	Community parks and events spaces	Neutral
May 18 2026 02:22 PM	Don't want to see this tax	Negative
May 18 2026 02:20 PM	I believe people who visit should be enticed to spend money at local restaurants and other services rather than being taxed on their presence.	Neutral
May 18 2026 01:52 PM	Parks and recreation	Neutral
May 18 2026 01:36 PM	Traffic control and costs associated with enforcement	Neutral

May 18 2026 01:30 PM	Transportation infrastructure, specifically transit and multimodal options (not SOV centric projects); parks and recreation opportunities; economic development to encourage visitors to stay in Erie and generate additional revenue for the town	Positive
May 18 2026 01:22 PM	Roads	Neutral
May 18 2026 01:15 PM	Funding the improvements/additions to Erie Community Center	Neutral
May 18 2026 01:14 PM	schools and recreational activities	Positive
May 18 2026 12:52 PM	water? road maintenance? parks & recreation facilities	Neutral
May 18 2026 12:25 PM	Question 6 left no option for 0% and thus will produce misrepresented results. There should be no tax on people visiting Erie. Why should they pay for services and such which they will never use? Answer… they shouldn't! Question 8 assumes there will be races and the transparency should be about how revenues should be used and the transparency involved. I don't want any lodging taxes, hence, answering this question forces me to appear as if I agree with the taxes. This is a poorly constructed survey, aimed to drive answers to appear more supportive of these taxes than people are. Of course there should be 100% transparency on how ALL town monies are used. Again this is a poor survey… the town should consider hiring someone who can develop a proper unbiased survey!!!	Negative
May 18 2026 12:25 PM	Downtown beautification and revitalization	Positive
May 18 2026 12:22 PM	Traffic enforcement	Neutral
May 18 2026 12:17 PM	Widen the streets and secure more water for all the homes being built	Neutral
May 18 2026 12:17 PM	Help with the cost of New Buildings or Building Improvement	Neutral
May 18 2026 12:14 PM	Street improvements to accommodate all of the towns growth?	Neutral

May 18 2026 12:13 PM	It should go towards a "general fund" that pays for 1st responders / services / events / planning / infrastructure.	Positive
May 18 2026 12:08 PM	Parks and recreation	Neutral
May 18 2026 12:08 PM	Infrastructure and parks	Neutral
May 18 2026 12:05 PM	I don't want a tax. There is already too much taxing here.	Negative
May 18 2026 12:04 PM	Infrastructure	Neutral
May 18 2026 12:03 PM	Downtown beautification	Neutral
May 18 2026 12:01 PM	improvements to walkability and ease of alternative transportation within town for residents.	Positive
May 18 2026 11:58 AM	Tourism and economic development	Neutral
May 18 2026 07:45 AM	wayfinding signage, community events, traffic control	Positive
May 18 2026 07:33 AM	Roads	Neutral
May 17 2026 12:39 PM	Open space, shuttle transport during the upcoming events	Positive
May 16 2026 03:05 PM	Improve traffic with timed/sequences lights. Or more MTB / gravel trails.	Neutral
May 16 2026 12:46 PM	Streets	Neutral
May 16 2026 12:06 PM	Town events like concerts in old town	Neutral

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-59

Subject:
Discussion: Council Rules of Procedure; Council Codes of Ethics & Conduct; Virtual Meeting Policy

Department: Administrative Services,

Presenter(s): Meredyth Muth, Town Manager

Time Estimate: 30 minutes

Fiscal Summary:
Cost as Recommended:
Balance Available:
Fund:
Line Item Number:
New Appropriation Required:

Policy Issues:
The items under discussion all pertain to Council process and require Council approval for updates.

Staff Recommendation:
Discussion

Summary/Key Points:
Staff recommends changes to bring these policies into alignment with the Home Rule Charter or current meeting practices. Council members should weigh in on what they would like to see in the policies moving forward:

- **Council Rules of Procedure** - Proposed changes align the Rules with the Home Rule Charter and with current meeting practices.
- **Codes of Ethics & Conduct** - The Home Rule Charter requires Town Council to adopt and maintain by ordinance a Code of Conduct and Ethics. The current

Code of Conduct was adopted by resolution. The proposed ordinance recodifies the Code of Ethics and adopts a new Code of Conduct.
- **Virtual Meeting Policy** - The current virtual meeting policy was last updated in 2024. The proposed update rewrites it to include use of current technology and best practices.

Following discussion and feedback, staff will bring back final versions of each policy for adoption on the Consent Agenda at a future meeting.

Background of Subject Matter:
Rules of Procedure
In addition to the grammatical and other minor changes, the relatively simple changes are:

Section 2.1 – All meetings start at 6 pm. There would no longer be different times for regular meetings versus study sessions.

Section 2.2 – Clarifies how Special Meetings are called per the Charter.

Section 2.2 – Clarifies that Public Comment is taken at Regular and Special Meetings per the Charter.

Section 5. 2.a – Clarifies that public speakers are required to give name and town of residence, but not a street address.

Section 5.2.d – Allows one speaker to pool their time with another meeting attendee for up to six minutes total.

Section 6. 3 – Clarifies when roll call votes are required and how they will be taken.

Section 6.4 – Clarifies that a 2/3 majority approval is needed for emergency ordinances per the Charter, not the 3/4 from the previous rules.

The changes that require some discussion and direction from the Council are:

Section 4.4.5 – Should the packet publication be earlier than Friday.

- Council Member O'Connor has asked if staff could publish the packet earlier than the Friday prior to the meeting, perhaps the Tuesday prior, to give the public more time to review the materials. Staff can change the timing, but there would need to be consideration of what else would need to be adjusted, including Public Notice schedules, staff scheduling, and adjustments to departmental processes. Publishing Thursdays would be a very doable change; Wednesdays would be slightly more difficult as often much of that day is spent completing follow-up work from the meeting the night before. Tuesday is a very difficult day

for staff to publish the packet; on Tuesdays, staff is preparing for the meeting that night. To both prepare for the evening meeting and post the next meeting would be very difficult (particularly for the Clerk's office). Posting on a Tuesday could also create confusion for the public as they may look at the wrong agenda for that evening's meeting.

Section 5.1.e – Creates a deadline of 2 p.m. on Tuesday for Council Members to pull items from the Consent Agenda.

- Currently, staff that have an item on the consent agenda stay for the Council meeting just in case an item is pulled off and needs to be discussed. For some meetings, that can mean as many as 10-15 staff members staying until the consent agenda is approved. Establishing a strict cutoff time for Council Members to notify the Town Manager they are pulling items off the consent agenda would allow those staff that leave at the end of their day knowing their items won't be moved.

Section 5.1.f – Public Comment may be shortened to two minutes per person if there are more than 20 people signed up to speak.

- This has been the practice for large public hearings this year; this would confirm the process in the rules.

Application of these rules to all boards and commissions
Currently, these policies pertain to all the Town's Boards and Commissions. Council should decide if any of these policies should not pertain to the boards or if boards need to have separate policies specific to them.

Code of Ethics and Code of Conduct
The draft ordinance would recodify the existing Code of Ethics and adopt the attached Code of Conduct.

As drafted, the Code of Conduct has a complaint process whereby an investigation and administrative hearing could be the outcome of a complaint made against a Council Member. However, there is no censure or penalty to be enforced against a Council Member other than releasing the hearing results. If Council would like to include a penalty clause, that process would need to be determined and included in the Code. Please note that as an elected body, the Council reports to the voters and to each other. Staff (including the Town Manager and Town Attorney as direct reports to the council) do not have the ability nor the authority to hold a Council Member accountable to the Code of Conduct.

Virtual Participation and Virtual Meeting Policy
The new Council Chambers allows for more virtual options than were available in the

old Chambers and the proposed policy brings the policy more in line with current practices in other municipalities. Updates include the following:

- Allows for members to attend virtually if they are sick or traveling if it is feasible.
- Notes that if a member attending remotely has technical issues, the in-person meeting will continue without them.
- To facilitate a good meeting, it requires the meeting to be run by a member attending in person.
- Ensures members of the public will have the opportunity to give comments virtually.
- Allows the option of a fully virtual meeting if needed due to weather, safety, or other emergency.

Attachments:

1. 1001 - Council Rules of Order and Procedure - Redline
2. Code of Ethics Ordinance
3. 1002 - Town Council, Boards, Committees, & Commissions Code of Conduct
4. 1004 - Virtual Meeting and Virtual Participation

Town of Erie
Town Council
Rules of Order & Meeting Procedures

Number: 1005.2025

Effective Date:	Revision/Review Date:	Prepared By:
January 26, 2021	**October 28, 2025**	Kendra Carberry, Town Attorney

1. Authority and Purpose

1.1 These Rules of Order and Procedure ("Rules") may be temporarily suspended by a majority vote of the Council members present. When making a motion to suspend these Rules, a Council member shall specify which rule, procedure or part thereof is being temporarily suspended, and the purpose for which the rule is to be suspended. The vote on any suspension shall be entered upon the record.

1.2 These Rules may be amended or new rules may be adopted by a majority vote of the Council members.

2. Meetings of the Town Council

2.1 **Regular Meetings**: The Town Council of the Town of Erie ("Council") shall meet at least once each month in regular session. Regular meetings are held generally on the second and fourth Tuesdays of each month beginning at ~~6:30~~ 6:00 p.m. All Regular Meetings shall be held in the Council Chambers unless otherwise determined by the Council. The agenda for Regular Meetings shall be primarily devoted to the transaction of Town business requiring formal voting by the Council. Public comments will be taken as noted on the agenda.

~~2.2 **Pre-Meeting:** Prior to the convening of a regular Council meeting, the Council may meet to review that night's agenda.~~

2.2 **Special Meetings**: Special Meetings are those held at any other time other than the date of the Regular Meetings, and are for the purpose of transacting limited municipal business that cannot otherwise be transacted in a timely fashion at a Regular Meeting. Such municipal business must be included in the notice of the meeting. Special Meetings may be called by the Town Clerk on the verbal request of a majority of the entire Council or by the Mayor, with at least twenty-four (24) hours' notice provided to each Council Member. ~~as follows: by the Mayor; at the verbal or written request of 3 members of the Council; or by the Town Manager. Notice of the Special Meeting shall be in~~

~~writing toeach of the members of the Council, and such written notice may be via electronic means including e-mail and facsimile.~~ A Special Meeting may also be called by a motion at a Regular Meeting, and with the approval of a majority vote of the Council. Public comments will be taken as noted on the agenda.

2.3 **Study Sessions**: The Council may meet in a Study Session, to be held on a date requested by the Town Manager, for the purpose of receiving reports and updates and discussing Town business. No decisions can be made nor may any actions be taken at a study session. All actions taken and all decisions made must be approved at either a Regular or Special Meeting. Study Sessions are open to the public; however, no testimony or comments shall be received from the public at these meetings unless the presiding officer otherwise directs at the Study Session. A Council member may attend a Study Session by electronic means if they are unable to attend in person.

3. Council Meeting Participants

3.1 **Mayor**: The Mayor shall preside over meetings of the Council. The Mayor shall have the right to speak and to vote as any other member of the Council. Duties of the Mayor as presiding officer include:

a. Open the meeting at the appointed time, and call the meeting to order.

b. Announce the business coming before the Council in accordance with the agenda-and introduce items of business.

c. Control the proceedings of the meeting and recognize Council members, staff and members of the public who are entitled to the floor.

d. State or cause to be stated and put to a vote all questions that legitimately come before the Council and announce the results of the vote. Although not prohibited, the presiding officer generally does not propose a motion.

e. Enforce the Council's rules relating to debate, order, and decorum at meetings.

f. Decide all questions of order.

g. Adjourn the meeting.

3.2 **Mayor Pro Tem**: At the first meeting following each election, the Council shall elect from within its membership a Mayor Pro Tem, who shall become the acting Mayor in the absence of the Mayor, with the same duties and responsibilities of the Mayor.

3.3 **Temporary Chair:** In the event both the Mayor and the Mayor Pro Tem are absent from a meeting, the Town Clerk shall call the Council to order and call the roll. If a quorum is present, the Council shall elect by a majority vote a Temporary Chair who will preside over the meeting until the arrival of the Mayor

or the Mayor Pro Tem, at which time the Temporary Chair shall relinquish the chair upon conclusion of the business immediately before the Council.

3.4 **Council members:** All Council members have the right to full participation in all meetings. Council members are expected to attend all Regular Meetings, Special Meetings and Study Sessions.

3.5 **Absences:** In the event a Council member will be absent, the Council member should notify the Mayor or the Town Clerk as soon as possible prior to the Council meeting.

3.6 **Executive staff:** The Town Manager and the Town Attorney, or their designees, shall attend all meetings of the Council. They shall have the ability to take part in all discussions of the Council, but shall have no votes. The Town Attorney, upon request of the Council, shall provide either a written or oral opinion on questions of law.

3.7 **Town Clerk:** The Town Clerk, or designee, shall attend all meetings of the Council and shall keep the official minutes of proceedings and perform other such duties as may be requested by the Council.

3.8 **Other Municipal Employees:** The head of any department or any employee of the Town, as directed by the Town Manager, shall attend meetings of the Council.

4. Agenda & Notice of Meetings

4.1 **The agenda** shall be set by the Mayor and Town Manager. Items to be included on the agenda may be submitted by the Mayor, members of the Council, the Town Manager, or by staff. Council members wishing to place an item on the agenda must first consult with the Mayor; an item may be placed on the agenda at the direction of a majority of the Council at a meeting or Study Session.

4.2 The Town Clerk shall maintain an "Advance Agenda" listing the meeting schedule and issues the Town Manager anticipates presenting to the Council at each meeting. The Town Clerk shall update the Advance Agenda at least bi-weekly and shall provide an electronic copy of the most recent update at least five days prior to each Council meeting.

4.3 The Town Clerk shall prepare all agendas upon the direction of the Town Manager.

4.4 At any point in the Council meeting, any Council member, when recognized by the presiding officer or when in possession of the floor, may request that a

new item (not currently on the agenda) be placed on ~~the current Council meeting agenda or on~~ a future agenda. Such a request shall be made in a formal manner, such as: "I request _____ be placed on the agenda for ~~(this) (the next)~~ (a specific future~~)~~ meeting." If a second is obtained, then a discussion and vote shall be taken on the Council Member's request. If a majority of those Council Members present vote in the affirmative, then the request shall be granted

4.5 No later than Friday preceding the Regular meeting, the Town Clerk will publish on the Town's website a packet including the agenda for the next meeting showing the order of business. Unsigned written or anonymous communications shall not be included in the packet. Updates to the packet may be made up to 24 hours prior to the meeting.

Commented [MM1]: Can discuss options for earlier publication at July 14 meeting.

4.6 Included in the packet will be a summary of items expected to come before the Council at its next Regular meeting and the information prepared and compiled by Town staff for each item.

4.7 A notice of meeting shall be published on the Town's website at least 24 hours prior to a Regular Meeting, Special Meeting or Study Session. Any other notice allowable by law shall be permissible. Notices shall be published as designated by the Council by resolution at the beginning of each calendar year.

4.8 In the event ~~that~~ an Executive Session will be held at a time other than in conjunction with a Regular or Special Meeting, notice of such Executive Session and its purpose shall be published on the Town's website at least 24 hours prior to the meeting.

4.1 Proclamations. Procedure and policy for placing a proclamation on the Council agenda is as follows:

PURPOSE:

a. Ceremonial and used for recognition for local person, event, etc.
b. To honor persons or groups who impact the Town.
c. Nationally recognized events or activities with local interest.
d. Non-controversial and non-political.
e. Should not be subject to strong differences of opinion in the community.
f. Should not have policy implications.
g. Should not contain facts and figures that need to be verified.

PROCEDURE:

a. Proclamations require a Council sponsor - staff will work with the Council to see who will sponsor.

b. A draft shall be submitted at least two weeks prior to the Council meeting – the Town may edit the draft.

c. Staff circulates the proclamation to the Council prior to scheduling so the Council can advise staff of any objection.

d. If no objections, the proclamation will be scheduled.

e. When applicable, a representative should be there to accept the proclamation.

5. Meeting Procedures

5.1 The order of business shall be as follows (unless modified by a majority vote of the Council members present):

a. **Call to Order**

b. **Pledge of Allegiance and Roll Call**

c. **Approval of Agenda.** The Town Manager will advise Council members of items which need to be added to or deleted from the agenda, Council members may request addition or removal of agenda items at this time. Amendments to the order of business or the agenda must be approved by a majority of the Council members present.

d. **Election Related Actions.** After each municipal election, the newly elected members shall be sworn in by the Town Clerk, the Council shall elect the Mayor Pro Tem~~, the Council shall appoint the Town Officers (Town Manager, Town Attorney, Town Treasurer and Town Clerk) and the Town Clerk shall swear in said Officers.~~.

e. **Consent Agenda.** The Town Manager will put on the Consent Agenda items for Council approval without discussion or debate. Prior to the motion to approve, a Council Member may request a Consent Agenda item be removed and added as a "General Business" item. Such a request must be made by 2 pm the day of the meeting.~~removal of an item on the Consent Agenda.~~ Items removed will be considered under "General Business" as the first order of business~~in the order they appeared on the agenda~~.

f. **Public Comment.** This period is the opportunity for members of the public to comment for up to 3 minutes on any matter not on the agenda or not scheduled for a public hearing or public comment. The Council shall not take action on items not on the meeting agenda. However, the Council may direct that issues raised during this period be considered on a subsequent agenda, and simple questions may be answered at the presiding officer's direction. To ensure the Council is able to consider

issues already on the meeting agenda, if public comment during this period takes more than 45 minutes, the presiding officer may defer additional public comment to the end of the meeting or to a subsequent meeting~~.~~, the presiding officer may reduce the speaking time per person to two (2) minutes if 20 or more people sign up to speak.

g. **General Business.** Under this agenda category the Council shall consider Proclamations, Appointments, Presentations, Resolutions, Ordinances and other matters. The order of matters shall be that most conducive to public involvement and the efficient use of the Council's, presenter's and Town staff's time.

~~h. **Staff Reports.** Information or staff items that do not require action by the Council.~~

h. **Council Reports** Information sharing, appointments and discussion of items not on the agenda.

i. **Town Manager Reports** Information sharing and updates on Town business.

~~i~~j. **Town Attorney Reports** Information sharing and legal updates.

~~j~~k. **Executive Session** (as needed). An Executive Session may be scheduled anywhere on the agenda as determined to be appropriate by the Council.

~~k~~l. **Adjournment**

5.2 **Public Comment Procedures.**

a. In addition to the period reserved for public comment on matters not on the agenda, members of the public shall have the opportunity to comment on Resolutions and Ordinances, and other matters before the Council as determined by the presiding officer or applicable law, during the time designated for Public Comment on that matter and when recognized by the presiding officer. Each person shall first sign up through the public portal~~a public comment sheet~~ listing their name their Town/City of residence~~, address, telephone number~~, and the specific agenda item on which they want to comment. ~~Public comment sheets will be prepared by the Town Clerk.~~

b. The Town Clerk will ~~deliver the comment sheets to the presiding officer, who will~~ call the names of the persons who indicated they wished to speak in the order they signed up.

c. Prior to making comments, each person will, for the record, give their name and ~~address~~town of residence. If they neglect to do this, the Town Clerk will ask for this information.

d. Each person will be permitted to speak during the designated times for Public Comment for a period of time not to exceed three (3) minutes.

Speakers my pool time with one other person who is in attendance for a maximum of six (6) minutes. The Town Clerk will operate the speaker's timing system and monitor the speaker's time. The timing system will not apply to Council members, Town staff, or presentations by applicants or petitioners.

5.3 **Order**:

a. The presiding officer reads title of ordinance or resolution into the record.
b. Staff presentation.
c. Applicant/petitioner presentation.
d. Public comment.
e. Public comment closed.
f. Council deliberation.
g. Council motion and action.

5.4 **Electronic Participation:** ~~No Council member may attend a Regular Meeting or Special Meeting or an Executive Session by electronic means, including by telephone, computer or any other device except as provided by the Town's Remote Meeting Policy.~~Members of the Council may participate remotely as allowed through the Town's Virtual Meeting and Virtual Participation Policy.

5.5 **Executive Sessions:** All information and discussions taking place in an Executive Session shall remain confidential and shall not be released in any form, repeated or shared, by any participant in the Executive Session unless by a vote of the majority of the Council, at which point, the participants are released from the confidentiality requirement set forth herein.

5.6 **Meeting Minutes**: The Town Clerk shall prepare meeting minutes, which shall be primarily a record of the action taken at the meeting, not what was said by members of the Council. The minutes shall contain a separate paragraph for each item or subject matter, and should reflect each item considered and the disposition of each motion or matter on which action is taken. Comments by Council members or the public may be summarized. The minutes may be corrected or amended by motion of a Council member. If the correction is minimal or insubstantial (incorrect spelling, etc.), it is preferable to contact the Town Clerk prior to the meeting. A corrected copy of the minutes shall then be prepared for approval by the Council at its meeting.

5.7 **Recess**: The presiding officer may call a recess not to exceed (20) **minutes at any time during a meeting to determine a rule of order or at** the request of a majority of the Council. The presiding officer may call a recess at any time between items of business.

6. Voting

6.1 For the consideration of ordinances appropriating funds, for emergency ordinances, and when requested by a Council Member a roll call vote shall be taken. ~~Votes may be taken either by voice vote or by roll call vote.~~ A voice vote is achieved by asking those in favor of an item to indicate such as a group and then by asking those in opposition to an item to likewise indicate such as a group. A roll call vote is achieved by having each Council member individually indicate their vote either in favor of or in opposition to the item. All votes are announced by the Mayor with the assistance of the Town Clerk, as necessary.

6.2 Roll call votes are recorded in the minutes and indicate the names of the Council members who voted in opposition. ~~Any Council member may call for a roll call vote at any time.~~

6.3 The order of a roll call vote shall ~~rotate~~ be random with each vote taken, with the exception that the presiding officer shall always cast the last vote of the roll call.

6.4 All ordinances, resolutions, and orders for the appropriation of funds require an affirmative vote of a majority of the Council. Executive Sessions require an affirmative vote of 2/3 of the quorum present, and emergency ordinances require an affirmative vote of ~~¾~~ 2/3 of the entire Council. All other actions may be approved by a majority of those present, unless specified by the Charter. No votes may be taken unless a quorum of 4 Council members is present, except a vote to continue the meeting and all agenda items to a date certain.

6.5 All ordinances and resolutions approving the expenditure of funds require a roll call vote.

6.6 No Council member may abstain from voting, except if they indicate a conflict of interest, as defined by state law or the Erie Municipal Code. In that case, the Council member should state the conflict, step down from the Council platform and leave the chambers during the discussion and vote. If any Council member attempts to abstain in any other circumstance, the refusal shall be counted as an affirmative vote.

6.7 In case of a tie vote on any motion, the motion shall be considered defeated.

7. Motions

7.1 All matters before the Council shall be introduced by motion. A motion refers to a formal proposal by a Council member upon which the Council may take action. Motions are generally introduced by voice. However, if the motion is long or involved, motions should be put in writing. Motions shall be put in writing if requested by two (2) Council members.

7.2 All motions must be seconded in order for discussion to occur.

7.3 The following steps shall be taken for the presentation and disposition of motions:

a. The presiding officer recognizes a Council member.

b. The Council member proposes a motion.

c. Another member seconds the motion.

d. The presiding officer may cause the motion to be restated.

e. The Council debates/discusses the motion (amendments to the motion or other substitute motions may be made during the debate/ discussion).

f. At the conclusion of the debate/discussion, the presiding officer may cause the motion to be restated.

g. Vote is taken and the presiding officer announces the results of the vote.

7.4 The following motions are the most commonly used:

a. **Motion to amend:** A motion to amend may take the form of inserting, striking out or striking out and inserting words, sentences, or paragraphs. A motion to amend must be pertinent to the main motion. It is proper to make a motion to amend an amendment. Motions shall be discussed in the reverse order from which they were proposed.

b. **Motion to continue:** A motion to continue has the effect of moving an item to a future agenda. The motion shall include the date to which the item is being continued.

c. **Motion to lay on the table:** This motion is used to set aside an item currently under discussion for a more pressing matter. It is not used to "kill" a matter. Once the more pressing matter has been disposed with, a motion to take from the table is in order. This motion shall be made at the same Council meeting or at the next Regular or Special Meeting.

d. **Motion to postpone indefinitely:** Approval of this motion effectively "kills" the item and no further discussion can be held. If the motion fails, discussion on the motion, and a vote, can be had. Reconsideration of a Motion postponed indefinitely shall require the affirmative vote of a majority of the Council.

e. **Motion to move the previous question:** This motion is used to cut off debate and to bring an immediate vote on the pending motion. A Motion to move the previous question requires a two/thirds (⅔) voteof those present to prevail. This motion cannot be made while a Council member has the floor. A vote is first taken on the motion; if successful, debate is halted and a vote on the main motion is made. If the vote on the motion to move the previous question fails, debate on the main motion may continue.

f. **Motion to reconsider:** Any action taken by the Council may be reconsidered. A motion to reconsider must be made at the same meeting at which the action occurred, or at the next following Regular or Special meeting. The motion must be made by a Council member who voted on the prevailing side and that Council member shall so statethat in the motion. A vote is then taken on the motion to reconsider. The passage of a motion to reconsider suspends all action on the original motion. The original question is then placed before the Council in the exact form it was in when previously adopted. Once the vote is taken and the results determined, no further reconsideration can be granted.

7.5 Any motion may be withdrawn prior to a vote on that motion with the concurrence of the person seconding the motion.

7.6 When a main motion is before the Council, no other business or motion may be brought before the Council except for a secondary or subsidiary motion as follows: (a) motion to amend, (b) motion to continue, (c) motion to lay on the table, (d) motion to postpone indefinitely, (e) motion to move the previous question, or (f) motion to refer. These subsidiary motions [(a) through (f)] shall have precedence in the order indicated.

8. Council Chambers

8.1 The Council Chambers shall be under the supervision and control of the Town Clerk when the Council is not in session.

8.2 The Chambers shall be used primarily for the transaction of public business of the Town.

8.3 Members shall occupy seats in the Chambers as assigned to them by the Mayor, except that the Mayor Pro Tem shall occupy the seat immediately to the right of the Mayor. New seat assignments shall be made after each regular municipal election.

8.4 The Chief of Police, or their designee, shall maintain the peace in the Chambers.

8.5 Smoking is prohibited in the Chambers and all areas of Town Hall.

Revision History

Date of Review	Responsible	Summary of Changes
07/14/26		

Town of Erie
Ordinance No. _____

An Ordinance of the Town Council of the Town of Erie Repealing Section 1-5-5 of the Erie Municipal Code and Repealing and Reenacting Chapter 7 of Title 1 of the Erie Municipal Code, All Regarding the Town Code of Conduct and Ethics

Whereas, the Town of Erie Home Rule Charter, at Section 3.01, requires the Town Council to adopt and maintain a Code of Conduct and Ethics by ordinance, which shall address Town Council conflicts of interest and behavior; and

Whereas, the Town Council finds it is in the best interest of the public health, safety and welfare to adopt this Code of Conduct and Ethics.

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

Section 1. Section 1-5-5 of the Erie Municipal Code is hereby repealed in its entirety.

Section 2. Chapter 7 of Title 1 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

Chapter 7
Code of Conduct and Ethics

1-7-1 – Purpose and applicability.

A. *Intent.* It is the intent of the Town that its elected officials and appointees adhere to high levels of ethical conduct, honesty, integrity and accountability so that the public shall have confidence that people in positions of public responsibility are acting for the benefit of the public. This Code of Conduct and Ethics (the "Code") is within the Town's home rule authority and a proper exercise of the Town Council's legislative authority, and supersedes any other applicable Colorado law, including without limitation Article XXIV of the Colorado Constitution.

B. *Applicability.* This Code applies to the Mayor, Town Council Members, and members of all Town boards, commissions and committees (each a "Public Servant").

1-7-2 – No private right of action.

Nothing in this Code creates a private right of action against the Town or against any Public Servant based upon noncompliance with its provisions. Authority to enforce compliance with this Code is vested exclusively in the Town.

1-7-3 – Definitions.

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

Business: A corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.

Financial interest: Any interest equated with money or its equivalent, excluding:

1. The interest that a Public Servant or relative has as an employee of a business or, as a holder of an ownership interest in such business, in a decision of any public body, when the decision financially benefits or otherwise affects such business but entails no foreseeable, measurable financial benefit to the Public Servant or relative;

2. The interest that a Public Servant or relative has as a non-salaried officer or member of a nonprofit corporation or association or of an educational, religious, charitable, fraternal or civic organization in the holdings of such corporation, association or organization;

3. The interest that a Public Servant or relative has as a recipient of public services when such services are generally provided by the Town on the same terms and conditions to all similarly situated citizens, regardless of whether such recipient is a Public Servant or relative;

4. The interest that a Public Servant or relative has as a recipient of a commercially reasonable loan made in the ordinary course of business by a lawfully established financial or lending institution;

5. The interest that a Public Servant or relative has as a shareholder in a mutual or common investment fund in the holdings of such fund, unless the shareholder actively participates in the management of such fund;

6. The interest that a Public Servant or relative has as a policyholder in an insurance company, a depositor in a duly established savings association or bank, or a similar interest-holder, unless the discretionary act of the Public Servant, could immediately, definitely and measurably affect the value of such policy, deposit or similar interest;

7. The interest that a Public Servant or relative has as an owner of government-issued securities unless the discretionary act of such owner, as a Public Servant, could immediately, definitely and measurably affect the value of such securities; or

8. The interest that a Public Servant has in the compensation received from the Town for services provided to the Town as a Public Servant.

Gift: A payment, subscription, advance, favor, discount, promise of future employment, forbearance, deposit of money, goods, services, or anything of value given, unless consideration of equal or greater value is received in exchange.

Personal interest: Any interest, other than a financial interest, by reason of which a Public Servant, or a relative of such Public Servant, would, in the judgment of a reasonably prudent person, realize or experience some direct and substantial benefit or detriment different in kind from that experienced by the general public. Personal interest shall not include:

1. The interest that a Public Servant or relative has as a member of a board, commission, committee, or authority of another governmental entity, of a nonprofit corporation or association, or of an educational, religious, charitable, fraternal, or civic organization;

2. The interest that a Public Servant or relative has in the receipt of public services when such services are generally provided by the Town on the same terms and conditions to all similarly situated citizens; or

3. The interest that a Public Servant has in the compensation, benefits, or terms and conditions of their employment with the Town.

Relative: A spouse, domestic partner, parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, great grandparent, great grandchild, first cousin, or any person residing in and sharing with the Public Servant the expenses of the household.

1-7-4 – Gifts.

A. *Gifts prohibited*. A Public Servant shall not accept any gift if:

1. The Public Servant is in a position to take direct official action with regard to the giver of the gift; or

2. The Town has a transactional, business, or regulatory relationship with the giver of the gift.

B. *Exceptions*. Provided that the gift could not be reasonably considered a bribe or a means of improper influence on a direct official action, none of the following shall be considered gifts:

1. Campaign contributions as permitted by law.

2. An unsolicited item or items of value less than the dollar amount established and adjusted in Article XXIX, Section 3(6) of the Colorado Constitution, per vendor or third-party per year. In valuing the unsolicited item or items:

a. The cost of the gift is the retail value of the item unless the receiver has knowledge that the giver paid more than the retail value, in which case the cost is the amount actually paid.

b. For a charity event, the cost of the event is the amount the event organizer reports to the Internal Revenue Service as the non-deductible portion of the event.

c. It is not permissible to pay part of the cost of a gift that is offered with a value exceeding the amount set forth in this subsection to reduce the value to less than the amount set forth in this subsection to accept the gift.

3. An unsolicited token or award of appreciation that is reasonable in value and purpose given the position and responsibility of the Public Servant, such as a plaque or professional award.

4. Items of perishable or nonpermanent value, including without limitation meals, lodging, travel expenses, or tickets to sporting, recreational, education, or cultural events provided that the value of the item is reasonable and would be customarily accepted when considering the Public Servant's position, responsibility, and role in the Town.

5. Tickets or entry fees to an event expressly advertised for the purpose of benefiting and advancing the purpose of a non-profit organization.

6. Unsolicited informational material, publications, or subscriptions related to the Public Servant's performance of duties within the scope of elected or appointed office or employment.

7. Admission to, and the cost of food or beverages consumed at, a reception, meal or meeting by an organization before whom the Public Servant appears in an official, representative capacity to speak or to answer questions as part of a scheduled program.

8. Reasonable expenses paid by a nonprofit organization or federal, state, or local government for attendance at a convention, fact-finding mission or trip, or other meeting if the Public Servant is scheduled to deliver a speech, make a presentation, participate on a panel, or represent the state or local government.

9. A gift from an individual who is a relative or personal friend on a special occasion.

10. Compensation or benefits given in the normal course of employment, appointment, volunteer services, or business.

11. A scholarship, grant or other financial aid for education.

12. Awards or prizes given at competitions or drawings at events open to the public.

13. Discounts that are offered to the public generally or to a large segment of the public.

14. Any exemption granted or recognized under State or federal law.

15. Any other exception specified in an advisory opinion issued pursuant to Section 1-7-11.

C. *Reporting required.* Any gift exceeding twenty-five dollars ($25.00) in value shall be reported to the Town Clerk in writing within ten (10) days of receipt.

1-7-5 – Conflict of interest.

A. *Sales to the Town*. A Public Servant or relative of a Public Servant shall not have a financial interest in the sale to the Town of any real or personal property, equipment, material, supplies or services if:

1. Such Public Servant is a Town Council Member;

2. Such Public Servant exercises, directly or indirectly, any decision-making authority on behalf of the Town concerning such sale; or

3. In the case of services, such Public Servant exercises any supervisory authority over the services to be rendered.

B. *Purchases from the Town*. A Public Servant or relative shall not, directly or indirectly, purchase any real or personal property from the Town, except such property that is offered for sale at an established price, and not by bid or auction, on the same terms and conditions as members of the general public.

C. *Disclosure and recusal*. Any Public Servant who has, or whose relative has, a conflict of interest in any decision of any board, commission or committee of which they are a member, shall, upon discovery thereof, disclose such interest pursuant to Section 1-7-9.A, and shall recuse themselves pursuant to Section 1-7-9.B. However, nothing in this subsection shall preclude a Public Servant from appearing before a public body of the Town on an application of the Public Servant, as a private individual, for a permit, license or other approval as required by law in the same manner and under the same circumstances as any other person seeking such permit, license or other approval.

1-7-6 – Outside employment or business activity.

A Public Servant shall report to the Town Clerk in writing any existing or proposed outside employment or other outside business activity that may affect their responsibilities to the Town, within thirty (30) days of the start of such employment or interest.

1-7-7 – Additional restrictions.

A. *Criminal offenses.* It is a violation of this Code to be convicted of or enter a plea of guilty, *nolo contendere* or no contest to a crime that

reasonably demonstrates an unfitness for public service or intentional disregard for the public trust or public property. Such offenses include without limitation crimes against fellow Public Servants or their property, theft or vandalism of public property, offenses involving fraud, offenses relating to morals, and offenses involving governmental operations.

B. *Special consideration.* A Public Servant shall not request or grant to any person any special consideration, treatment, or advantage beyond that which would be made available to every other person in similar circumstances.

C. *Use of Town property.* A Public Servant shall not use or authorize the use of Town time, facilities, equipment or supplies for personal or private benefit.

D. *Confidential information.* A Public Servant shall not disclose any information that is not available to the public, which was acquired in the course of official duties, except in the performance of official duties or as required by law or court order.

E. *Prior employment.* A Public Servant shall not take any direct official action with respect to matters involving their former employer for a period of six (6) months from the date of termination of their prior employment; provided, however, that this Section shall not be construed to disqualify any individual from service with the Town as a Public Servant solely because of their prior employment.

F. *Town policies.* Public Servants shall be subject to the terms, provisions, requirements, and procedures of the following Town administrative policies and procedures, as amended:

1. Equal employment opportunity (EEO);
2. Harassment;
3. Anti-violence;
4. Open records and email;
5. Social media; and
6. Information technology and cybersecurity.

1-7-8 – Appearance of impropriety.

A. *General.* An appearance of impropriety is created when a Public Servant may take a direct official action that, although not constituting a conflict of interest, may create a reasonable perception that the Public Servant's ability to carry out their official duties with integrity, impartiality, and competency is impaired.

B. *Disclosure and recusal.* A Public Servant who determines that their actions may cause an appearance of impropriety should, but is not required to, disclose the appearance of impropriety as provided by Section 1-7-9 and, if deemed appropriate by the Public Servant, recuse themselves from participation as provided by Section 1-7-9.

C. *Violations.* A violation of this Section does not, on its own, constitute a violation of this Code, but compliance with this Section shall not constitute a defense for violation of another subsection or section of this Code.

1-7-9 – Disclosure and recusal.

A. *Disclosure.*

1. Mandatory disclosure of a conflict of interest shall be made when the conflict or appearance is first reasonably known to the Public Servant. Disclosure shall be made verbally during a public meeting or in writing in advance of the meeting, to all other members of the Town Council or affected committee, board or commission.

2. The disclosure shall identify the general nature of the interests involved, whether the matter will create or may potentially create an economic, pecuniary, or financial benefit or detriment for the Public Servant, and the approximate value of any potential benefit or detriment.

B. *Recusal.*

1. When recusal is required, the Public Servant shall:

a. Refrain from communicating with any other Public Servant regarding the matter and attempting to influence any other Public Servant's official action concerning the matter;

b. Refrain from voting upon or taking any official action concerning such matter; and

c. Physically leave any room or premises at which the matter is being considered.

2. A Town Council Member may participate and vote on a matter notwithstanding a conflict of interest if participation is necessary to obtain a quorum or otherwise enable the Town Council to act and if the Council Member complies with the voluntary disclosure procedures of C.R.S. § 24-18-110.

C. *Challenges.*

1. *Town Council Member*. Any person may challenge a Town Council Member's failure to declare a conflict of interest or failure to recuse themselves. A challenge shall be submitted to the Town Council in writing or made verbally during a public meeting, stating the facts in support of the challenge. The Town Council shall promptly inquire into the basis and facts

of the challenge and may request an opinion from the Municipal Judge regarding the challenge. The Town Council may, by majority vote of those present, render a determination whether a conflict of interest exists and whether recusal is required, which determination is final and not subject to appeal.

2. *Other Public Servant*. Any person may challenge any other Public Servant's failure to declare a conflict of interest or failure to recuse themselves. A challenge shall be submitted in writing to the affected commission, committee or board or made verbally during a public meeting of the affected commission, committee or board, and shall state the facts supporting the challenge. The affected commission, committee or board shall promptly inquire into the basis and facts of the challenge and render a determination as to whether a conflict of interest exists and whether recusal is required, which determination is final and not subject to appeal.

1-7-10 – Advisory opinions and waivers.

A. *Advisory opinion.* Any Public Servant may submit a written request to the Municipal Judge for an advisory opinion on whether any conduct by that person would constitute a violation of this Code. The Municipal Judge shall render an advisory opinion. The advisory opinion shall provide the Public Servant a specific defense to allegations of a violation of this Code.

B. *Waiver.* Any current, former, or prospective Public Servant may submit a written request for a waiver of any provision of this Code in advance of taking any action that is subject to the waiver request. The Town Council may grant a waiver if it finds, at a public meeting, that the waiver will serve the best interests of the Town.

1-7-11 – Enforcement.

A. *Complaint*. An ethics action is commenced by filing a complaint with the Town Clerk. Any person, either individually or on behalf of an organization, may file a complaint, but no complaint may be filed anonymously. The complaint shall set forth the following:

1. The name, address, telephone number and e-mail address of the individual submitting the complaint;

2. The name of the person(s) alleged to have committed a violation of this Code;

3. A full description of the facts which are alleged to support the complaint together with a specific citation to the section alleged to be violated;

4. The names of any witnesses who have knowledge of such facts, together with information sufficient to contact such witnesses; and

5. The signature of the person submitting the complaint with a verification stating the following: "The undersigned hereby certifies or affirms that the information contained within this complaint is true to the best of my knowledge, information, and belief formed after reasonable reflection. I have not filed this complaint for the purpose of harassment or to falsely disparage the individual(s) claimed to have committed violations of the Town of Erie Code of Conduct and Ethics."

B. *Delivery and Answer.* Within seven (7) days of the date of filing, the Town Clerk shall deliver a copy of the complaint to the respondent Public Servant. Within twenty-one (21) days of delivery, the respondent Public Servant may submit to the Town Clerk a written answer to the complaint.

C. *Initial review.* Within forty-five (45) days of the date of filing, the Town Council shall review the complaint at a public meeting. The Town Council shall determine:

1. That the complaint alleges facts that may be sufficient to constitute a claim for violation of this Code; or

2. That the complaint will be dismissed without further action because:

a. The alleged violation, even if true, would not constitute a violation of this Code;

b. The allegations of the complaint were previously asserted in another complaint and are already being considered or were resolved;

c. The allegations of the complaint involve actions or events that occurred more than one (1) year prior to the date of the filing of the complaint;

d. The complaint is, on its face, frivolous, groundless, or brought for purposes of harassment; or

e. The complaint should be referred to another agency with jurisdiction over the allegations of the complaint, such as law enforcement.

D. *Investigation*.

1. If the Town Council determines that the complaint should not be dismissed, the Town Council shall order an investigation and appoint an investigator. Within sixty (60) days of the Town Council's order, the investigator shall prepare a written report. The report shall be considered confidential work product as an inter-agency advisory or deliberative report assembled for the benefit of the Town Council which expresses an opinion or is communicated for the purpose of assisting the Town Council in reaching a decision within the scope of the Town Council's authority, and is

not subject to public disclosure. The investigator shall also prepare a summary of the report to be released to the public.

2. The investigator's written report shall contain the following:

a. Findings of fact;

b. A conclusion on whether each allegation in the complaint is a violation of this Code by clear and convincing evidence; and

c. A dismissal of the complaint, or a determination that the complaint should be sent to an administrative hearing.

E. *Administrative hearing.*

1. If the investigator's written report contains a recommendation that the complaint proceed to an administrative hearing, the Town Council shall order an administrative hearing and appoint a hearing officer to preside over the hearing. The Town Council shall provide the investigator's written report to the hearing officer. Not less than twenty-one (21) days prior to the date of the hearing, the Town Clerk shall provide to the respondent Public Servant and the complainant notice of the date, time, place, and purpose of the administrative hearing.

2. At the hearing, the burden of proof shall be on the complainant to prove a violation of this Code by clear and convincing evidence. The hearing officer shall administer oaths and decide all points of order, procedure and evidence. Whether and how the Colorado Rules of Evidence apply lies within the discretion of the hearing officer. An electronic record of the hearing shall be made.

3. Following the hearing, the hearing officer shall issue a written decision with findings of fact and a penalty, if warranted. The written decision of the hearing officer shall be delivered to the respondent Public Servant, the complainant and the Town Council.

F. *Available penalties.* The hearing officer may impose one or more of the following penalties:

1. Oral or written reprimand delivered to the individual;

2. Oral or written reprimand or censure announced or read publicly during a meeting of the Town Council; or

3. Except for Town Council Members, removal from the commission, committee or board.

G. *Appeal.* The Public Servant or complainant may appeal any decision of the hearing officer in accordance with C.R.C.P. 106(a)(4).

H. *Recusal.* A Town Council Member shall disqualify themselves from participating in any matter when they are the complainant or respondent.

I. *No ex parte communications*. No Public Servant shall engage in *ex parte* communications with the Town Council, appointed investigator or hearing officer on any matter pertaining to the complaint.

Section 3. The Town Council, Commission, Committee and Board Conduct and Ethics Policy attached hereto is hereby adopted.

Section 4. 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 5. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

Section 6. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this _____ day of _____, 2026.

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Town of Erie
Town Council,
Boards, Commissions & Committees
Code of Conduct and Ethics

Number: 1002.2025

Effective Date: _____	**Revision/Review Date:** _____	**Prepared By:** Meredyth Muth, Director of Administrative Services & Operations

Adopted by Ordinance No. _____

Section 1. Introduction

Article 2 of the Erie Home Rule Charter provides detailed information on the roles and responsibilities of the Town Council. For purposes of this Policy, the term "Councilmember" includes the Mayor and Mayor Pro Tem.

The Policy defines the way Councilmembers should seek to treat one another, Town staff, constituents, and others they encounter while representing the Town. It more clearly defines the behavior, manners, and courtesies that are suitable for various occasions. It also provides clarifications designed to make public meetings and the process of governance run more smoothly.

The Town Council has adopted a separate Rules of Order document which covers how meetings are handled.

The constant and consistent theme through all this Policy is "respect." Councilmembers may experience stress in making decisions that impact the lives of residents, business owners or visitors. At times, the impact of the entire community must be weighed against the impact of only a few. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that may help guide Councilmembers to do the right thing in even the most difficult situations.

Section 2. Roles & Responsibilities

1. Mayor. The Mayor:

a. Is recognized as head of the Town Government for all legal and ceremonial purposes.

b. Presides over meetings of the Town Council.

c. Has the same speaking and voting rights as any other member.

d. Executes and authenticates legal instruments requiring signature.

e. Leads the Town Council into an effective, cohesive, working team.

2. Mayor Pro Tem. The Mayor Pro Tem:

a. Is elected by the Town Council at the first meeting following the election.

b. Performs the duties of the Mayor if the Mayor is unable to perform such duties.

3. All Councilmembers. All Councilmembers should:

a. Fully participate in Town Council meetings and other public fora while demonstrating respect, kindness, consideration, and courtesy to others.

b. Prepare in advance of meetings and be familiar with issues on the agenda.

c. Represent the Town at ceremonial functions.

d. Be respectful of other people's time.

e. Stay focused and act efficiently during public meetings.

f. Serve as a model of leadership and civility to the community.

g. Inspire public confidence in Town government.

h. Demonstrate honesty and integrity in every action and statement.

i. Participate in scheduled activities.

Section 3. Policies & Protocol Related to Conduct

1. Correspondence. Councilmembers do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Town Council meetings. Town staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor or the appropriate Town staff. Anonymous letters will not be accepted nor acknowledged by either the Town Council or staff. If correspondence is addressed only to one Councilmember, that correspondence will be shared with the rest of the Town Council.

2. Endorsement of candidates. Councilmembers retain their personal right to endorse candidates for all Town Council seats or other elected offices. However, Councilmembers should refrain from mentioning endorsements during Town Council meetings or other official Town meetings or functions.

3. Intergovernmental relations. The Town Council values intergovernmental relations with neighboring communities and other entities. As a result, Councilmembers should make a concerted effort to attend scheduled meetings with other entities to promote intergovernmental relations.

4. Travel expenses.

a. The purpose of this regulation is to establish the policies and procedures for Councilmembers who travel on official Town business either in-state or out-of-state. Such travel shall include attendance at conferences, seminars, and training sessions on behalf of the Town. The Town shall pay reasonable expenses for registration fees, lodging, meals, transportation, and all allowable miscellaneous expenses.

b. Travel at a vendor's expense is prohibited for Councilmembers as the possibility exists for the trip to be misconstrued as a gratuity, or that favoritism will be shown to a particular vendor in future award of contracts.

c. The expense of attending Town-related functions shall be limited to individual Councilmember attendance only and shall be evaluated in terms of alternative methods and consequences of failing to attend. If others attend such functions with a Councilmember, such as a family member, their expense shall be the responsibility of the Councilmember.

d. Councilmembers shall follow the same rules and regulations required of Town employees for travel expenses.

Section 4. Conduct with One Another

1. Generally. The Town Council is composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as the Town Council may "agree to disagree" on contentious issues.

2. In public meetings.

a. Practice civility, professionalism, and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This, however, does not allow Councilmembers to make false, belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments to other Councilmembers, advisory board members, Town staff, or the public. No shouting or physical actions that could be construed as threatening will be tolerated. Councilmembers should conduct themselves in a professional manner at all times, including dress.

b. Honor the role of the Chair in maintaining order. The Chair shall keep the comments of Councilmembers on track during public meetings.

   i. Councilmembers should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

ii. The Chair has the responsibility to run an efficient public meeting and has the discretion to modify the process for a meeting to run smoothly and stay on schedule.

c. Show respect for different points of view. Refrain from arguing or debating with the public and each other during a meeting. Practice civility and decorum in discussions and debate. Difficult questions, challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action.

i. Hold each other accountable for professional decorum.

ii. Do not interrupt or speak over others.

d. Avoid personal comments that could offend other Councilmembers. If a Councilmember is personally offended by the remarks of another Councilmember, the offended Councilmember should make note of the actual words used and call for a "point of personal privilege" that challenges the other Councilmember to justify or apologize for the language used. The Chair will maintain control of this discussion.

e. Strive to understand various perspectives and opinions while encouraging cooperation and collaboration. Demonstrate effective problem-solving approaches. Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

f. Be prepared, punctual and on topic.

i. Be punctual; respect that all members have made a commitment to attend meetings and partake in discussions.

ii. Prepare and review meeting materials in advance and be familiar with issues on the agenda.

iii. Keep discussions on the current topic to allow sufficient time to fully discuss the issues on the agenda.

3. In private encounters.

a. Continue respectful behavior in private. The same level of respect and consideration of differing points of view that are appropriate for public discussions should be maintained in private conversations.

b. Be aware that written notes, voicemail messages, and e-mail may be distributed wide and far. Written notes, texts, voicemail messages, social media posts, and e-mails should be treated as potentially "public" communication.

c. Even private conversations can have a public presence. Elected officials are always on display. People around them that they may not know monitor their actions, mannerisms, and language. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

Section 5. Conduct with Town Staff

1. Generally. Governance of a Town relies on the cooperative efforts of elected officials who set policy, and Town staff who implement and administer the Town Council's policies. Therefore, Councilmembers should make every effort to be cooperative and show mutual respect for the contributions made by each individual for the good of the community. Good relationships between the Town Council and Town staff at all levels are in the best interest of serving the community.

2. Treat all staff as professionals.

Clear, honest communication that respects the abilities, professional and educational experience, and dignity of each individual is expected. Understand that disrespectful behavior towards staff is not acceptable and will be addressed by the Town Manager. The Town follows all employment legal guidelines for maintaining a workplace that is safe and free from harassment in all forms.

3. Contact with Town staff.

a. The Charter specifies that the Town Council shall deal with the administrative service solely and directly through the Town Manager, and the Town Council shall not direct or interfere with the work of any employee under the Town Manager.

b. Requests for follow-up or directions to staff should be made only through the Town Manager. When in doubt about what staff contact is appropriate, Councilmembers should ask the Town Manager for direction. Materials supplied to a Councilmember in response to a request will be made available to all members of the Town Council so that all have equal access to information.

4. Do not disrupt Town staff from their jobs. Councilmembers should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions to have their individual needs met.

5. Never publicly criticize an individual employee.

a. Councilmembers should never express concerns about the performance of a Town employee in public to the employee directly, or to the employee's manager.

b. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.

c. Complaints about the Town Manager should be made to the Mayor.

6. Do not get involved in administrative functions. Councilmembers should not attempt to influence Town staff on the making of appointments, the awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits, or conducting the professional responsibilities associated with their positions.

7. Do not solicit political support from Town staff.

a. Do not solicit any type of political support (asking for financial contributions, display of posters or lawn signs, name on a support list, other campaign-related assistance, etc.) from Town staff.

b. Town staff have the constitutional right to support political candidates of their own choosing, but all such activities must be done when the employee is on their own time, away from the workplace, and not in uniform.

8. Understand the attorney-client relationship. This relationship is between the Town attorney and the Town, acting by and through the Town Council, not with individual Councilmembers.

9. Check with Town staff on correspondence before taking action. Before sending correspondence, Councilmembers should check with Town staff to see if an official Town response has already been sent or is in progress.

10. Do not attend meetings with Town staff unless requested by Town staff. Even if the Councilmember does not say anything, the Councilmember's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

11. Limit requests for staff support. Requests for staff support – even in high priority or emergency situations – should be made to the Town Manager who is responsible for allocating Town resources to maintain a professional, well-run Town government.

Section 6. Conduct with the Public

1. In public meetings.

a. *Make the public feel welcome*. Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual Councilmembers toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony. To convey respect and appreciation for the public, all members should consider the following:

i. Speaking in front of the Town Council can be a difficult experience for some people. Some issues the Town Council undertakes may affect

people's daily lives and homes. Some decisions are emotional. The way the Town Council treats people during public hearings can either help them relax, or push their emotions to a higher level of intensity.

ii. While questions of clarification may be asked, the member's primary role during public testimony is to listen.

iii. The Chair will follow the pre-established time allocation for each speaker and seek to apply the allocation equally to every speaker in a fair and impartial manner. If there is a need to shorten the allotted time for speakers, the Chair will announce those limits prior to the start of the agenda item.

iv. No speaker will be turned away. The Town Council may control the time, place, and manner of public comments, but not the content of those comments. If a Councilmember finds the comments of the speaker offensive, they may leave the room for that comment period.

b. *Practice active listening*.

i. Demonstrate active listening and interest in each speaker's presentation and avoid any pessimistic body language. If Councilmembers appear to be texting or emailing during a meeting it may raise questions of whether the member is distracted, and whether inappropriate sidebar conversations are happening between members.

ii. It is acceptable to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest.

iii. Be mindful of facial expressions, especially those that could be interpreted as "smirking", disbelief, anger, or boredom.

c. *Maintain an open mind*. Members of the public deserve an opportunity to influence the thinking of Councilmembers.

d. *Ask for clarification, but avoid debate and argument*.

i. Do not interrupt a speaker during a presentation.

ii. A member may respectfully ask the Chair for a point of order if a speaker is off topic or exhibiting behavior or language the member finds disturbing.

iii. Questions by Councilmembers to members of the public testifying should seek to clarify or expand information.

iv. It is never appropriate to challenge or belittle the speaker.

v. Councilmembers' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

e. *No personal attacks*. There should be no personal attacks of any kind under any circumstances. Councilmembers should be aware that their body language and tone of voice, as well as their words, can appear to be intimidating or aggressive.

2. In unofficial settings.

a. Make no promises on behalf of the Town Council or the Town.

i. Councilmembers will frequently be asked to explain a Town Council action, or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Town policy, and to refer the constituent to Town staff for further information. It is inappropriate to overtly or implicitly promise Town Council action, or to promise that Town staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

ii. Councilmembers may be asked to meet one-on-one with potential developers or business leaders. This is permitted so long as the individual or their business does not have an application pending with the Town for some form of development review or approval. In such meetings remember you cannot individually bind or represent the Town; only a majority vote of the Town Council can do so.

b. Make no personal comments about other Councilmembers. It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Councilmembers, their opinions, or actions.

c. Remember that Erie is a community at heart. The community is constantly observing Councilmembers every day they serve in office. Their behaviors and comments serve as models for proper deportment in the Town. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Councilmembers, 24 hours per day, 7 days per week. It is a serious and continuous responsibility.

d. Apply these principles to your use of social media. Social media posts and comments instantly become a permanent record of your comments as a Councilmember. It is very difficult to separate your private persona from your role as an elected official. Be mindful of your interactions on social media.

e. Responsiveness.

i. Councilmembers should make it a priority to respond to questions from the public in a timely manner or direct them to Town staff to answer their questions.

ii. Generally, Councilmembers should respond to inquiries from the public within 48 hours or put an "out of office" reply on their devices to let the public know that they are not available and who they should contact instead.

Section 7. Conduct with Other Public Agencies

1. Be clear when representing the Town's interests or personal interests.

a. If a Councilmember appears before another governmental agency or organization to give a statement on an issue, the Councilmember must clearly state: (1) if their statement reflects personal opinion or is the official stance of the Town; and (2) whether this is the majority or minority opinion of the Town Council. An official stance of the Town may only be formally established by a majority vote of the Town Council or if it is clearly reflected in the Town Council's adopted Legislative Agenda. Even if the Councilmember is representing their own personal opinions, remember that this still may reflect upon the Town as an organization.

b. If the Councilmember is representing the Town, the Councilmember must support and advocate the official Town position on an issue, not a personal viewpoint.

c. If the Councilmember represents another organization whose position is different from the Town's, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the Town's interest. Councilmembers should be clear about which organizations they represent and inform the Town Manager, Mayor, and Town Council of their involvement in other organizations.

2. Correspondence also should be equally clear about representation.

a. Town letterhead may be used when the Councilmember is representing the Town and the Town's official position. A copy of official correspondence should be given to the Town Clerk to be filed as part of the permanent public record. Town letterhead should not be used for correspondence of Councilmembers representing a personal point of view, or a dissenting point of view from an official Town Council position.

b. Town email may be used by a Councilmember for official correspondence. Any personal or campaign correspondence should be maintained on a separate email address.

Section 8. Conduct with Members of Other Boards and Commissions

1. Generally. The Town has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the Town

Council. They are a valuable resource to the Town's leadership and should be treated with appreciation and respect.

2. If attending a board or commission meeting, be careful to only express personal opinions, policies or positions formally approved by the Town Council.

a. Councilmembers should be sensitive to the way their participation could be viewed as unfairly affecting the process. A Councilmember's mere presence at a hearing can influence the process.

b. Any public comments by a Councilmember at a board or commission meeting should be clearly made as an individual opinion and not a representation of the feelings of the entire Town Council.

c. For quasi-judicial matters, Councilmembers should not attend a Planning Commission meeting.

3. Limit contact with board and commission members to questions of clarification. Councilmembers should contact staff to clarify a position taken by the board or commission.

4. Remember that boards and commissions serve the community, not individual Councilmembers.

a. The Town Council appoints individuals to serve on boards and commissions, and it is the responsibility of those members to follow policy established by the Town Council.

b. Board and commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten board and commission members with removal if they disagree about an issue.

c. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties.

d. A board or commission appointment should not be used as a political "reward."

5. Be respectful of diverse opinions.

a. A core role of the Town's boards and commissions is to represent many points of view in the community, and to provide the Town Council with advice based on a full spectrum of concerns and perspectives.

b. Councilmembers must be fair and respectful of all residents serving on boards and commissions.

6. Keep political support away from public fora.

a. Board and commission members may offer political support to a Town Councilmember, but not in a public forum while conducting official duties.

b. Councilmembers may support board and commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

Section 9. Conduct with the Media

1. The best advice for dealing with the media is to <u>never</u> go "off the record." Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

2. The Communications Department is the official spokesperson for any official Town position.

a. If the media contacts an individual Councilmember, the Councilmember should be clear about whether their comments represent the official Town position or a personal viewpoint.

b. An official stance of the Town can only be formally established by a majority vote of the Town Council.

3. Choose words carefully and cautiously. Comments taken out of context can cause problems. Be especially cautious about humor, sarcasm, or word play. It is never appropriate to use slurs or swear words when talking with the media.

Section 10. Complaints

1. Violations of the Code of Ethics and Conduct.

a. A Councilmember who believes they have been the victim of a violation of the Code of Conduct and Ethics or believes they have witnessed such violation should file a complaint with the Town Clerk.

b. The subject of the complaint will be notified of the complaint.

c. The complaint will be processed pursuant to the Code of Conduct and Ethics, which may include an investigation and an administrative hearing, if warranted.

Section 11. Principles of Proper Conduct

1. Proper conduct <u>is</u>:

a. Keeping promises;

b. Being dependable;

c. Building a solid reputation;

d. Participating and being available;

e. Demonstrating patience;

f. Showing empathy;

g. Holding onto ethical principles under stress;

h. Listening attentively;

i. Studying thoroughly;

j. Keeping integrity intact;

k. Overcoming discouragement;

l. Going above and beyond, time and time again; and

m. Modeling a professional manner.

2. Proper conduct <u>is not</u>:

a. Showing antagonism or hostility;

b. Deliberately lying or being misleading;

c. Speaking recklessly;

d. Spreading rumors;

e. Stirring up bad feelings, and divisiveness; and

f. Acting in a self-righteous manner.

3. It all comes down to respect. Respect for one another as individuals, respect for the validity of different opinions, respect for the democratic process, and respect for the community the Town Council serves is consistent with the pledge in the Town's Home Rule Charter to, "uphold the principles of democracy, equity, and justice, and to foster a community that is inclusive, diverse, and welcoming to all".

Section 12. Checklist for Monitoring Conduct

1. Will my decision, statement or action violate the trust, rights, or good will of others?

2. What are my internal motives and the spirit behind my actions?

3. If I have to justify my conduct in public tomorrow, will I do so with pride or shame?

4. How would people whose integrity and character I respect evaluate my conduct?

5. Even if my conduct is not illegal or unethical, is it done at someone else's expense? Will it destroy their trust in me? Will it harm their reputation?

6. Is my conduct fair? Just? Morally right?

7. If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?

8. Does my conduct give others reason to trust or distrust me?

9. Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?

10. Do I exhibit the same conduct in my private life as I do in my public life?

11. Can I take legitimate pride in the way I conduct myself and the example I set?

12. Do I listen and understand the views of others?

13. Do I question and confront different points of view in a constructive manner?

14. Do I work to resolve differences and come to mutual agreement?

15. Do I support others and show respect for their ideas?

16. Will my conduct cause public embarrassment to someone else?

Section 13. Glossary of Terms

1.	**Attitude**	The manner in which one shows one's dispositions, opinions, and feelings.
2.	**Behavior**	External appearance or action; manner of behaving; carriage of oneself.
3.	**Civility**	Politeness, consideration, courtesy.
4.	**Conduct**	The way one acts; personal behavior.
5.	**Courtesy**	Politeness connected with kindness.
6.	**Decorum**	Suitable; proper; good taste in behavior.
7.	**Manners**	A way of acting; a style, method, or form; the way in which things are done.
8.	**Point of order**	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.
9.	**Point of personal privilege**	A challenge to a speaker to defend or apologize for comments that a fellow Councilmember considers offensive.
10.	**Propriety**	Conforming to acceptable standards of behavior.
11.	**Protocol**	The courtesies that are established as proper and correct.
12.	**Respect**	The act of noticing with attention; holding in esteem; courteous regard.

Town of Erie
Virtual Participation and Virtual Meeting Policy

Number: 1004.2026

Effective Date: **June 13, 2023**	Revision/Review Date: _____	Prepared By: Malcolm Fleming, Town Manager

Policy Purpose: , this Policy specifies the conditions under which members of the Town Council and other Town boards, committees, and commissions, and the public, may participate in in-person meetings ("In-Person Meeting") without being physically present at the location of the in-person meeting ("Virtual Participation").

This policy also specifies the conditions under which meetings of the Town Council and other Town boards, committees, and commissions may hold a "Virtual Meeting".

In person attendance at meetings is always preferable for a better meeting. To accommodate Council/Board Members who are sick or traveling, an electronic attendance option shall be available when feasible. If it is not feasible due to technological or other reasons, the in-person meeting shall continue if a quorum is present.

Technological feasibility for purposes of this section shall be dependent upon staffing, equipment, and adequate telecommunications connections available to the Town.

A. **Virtual Participation** is authorized only as follows:

1. Council Members/board or commission members can hear one another and can hear and read all discussion and testimony in a manner that provides effective participation.
2. Members of the public can hear and see all discussion, testimony, and votes.
3. If the connection fails for a virtual participant, the Council/Board Member attending virtually will be listed as "absent" for that portion of the meeting.
4. The Council/Board Member using virtual participation shall maintain a good connection such that they are able to hear the proceedings and are able to be heard when speaking during the proceedings. If the virtual participant's connection is such that it is causing distractions for the in-person meeting the virtual participant may be asked to leave the meeting.
5. The Council/Board Member attending virtually will use video conferencing (rather than telephone participation) if available and the Members' camera should be on at all times except during designated meeting breaks.

6. If the Mayor/Chair is attending a meeting virtually and the Mayor Pro Tem/Vice Chair is participating in person, the Mayor Pro Tem/Vice Chair shall preside over the meeting. If both the Mayor/Chair and the Mayor Pro Tem/Vice Chair are absent or attending virtually, the Council/Board will select a temporary chairperson from those attending in-person to preside over the meeting.
7. All votes are taken by roll call.
8. Council Members/board members must inform the Town Clerk of their virtual attendance as soon as they know they will be attending virtually, and no later than Noon the day of the meeting.
9. Council Members and other persons authorized to attend an executive session held in accordance with the Colorado Open Meetings Law or applicable City policies are authorized to attend via virtually in accordance with these rules.
10. The Town Attorney may require any person attending an executive session virtually, as a condition of their participation, to affirm to the body that they are in a secure and confidential location where no other person can hear or see the content of the executive session and that such person shall not record or transmit the executive session or related materials.
11. Members of the public may attend virtually and participate in public hearings by giving comments. Town staff will ensure technology is working in Town Hall, but cannot ensure the remote connections of the public.
12. Minutes of the meeting are taken in the same manner as other meetings and all other rules of in-person meetings are followed.
13. Virtual attendance should be used sparingly. The Mayor/Chair may refuse a member the option of virtual attendance if a member abuses this option.

B. **Fully Remote Meetings** are authorized as follows:

1. If the Town Manager, in consultation with the Mayor, determines a Council meeting in person is not practical or prudent due to health, safety, weather, natural disaster, or other emergencies affecting the Town, the Town Manager may change a Town Council meeting to a fully remote setting if needed.

   If the staff liaison, in consultation with the board/commission Chair, determines a board meeting in person is not practical or prudent due to health, safety, weather, natural disaster, or other emergencies affecting the Town, the staff liaison may change a board meeting to a fully remote setting if needed

   If a fully remote meeting is scheduled, it must be properly noticed as such, and public access options must be provided on the meeting agenda.
2. If a decision is made to conduct a fully remote meeting, as soon as such decision is made, but no later than three (3) hours before the time the meeting is scheduled to begin:
   a. the Town Manager shall provide notice to Council Members

b. the Board liaison will provide notice to Board members

c. and, the public shall be notified

3. In the event of a fully remote meeting:

a. All Council/Board Members may participate and vote on all matters (legislative, quasi-judicial, staff direction) and shall participate in executive sessions

b. All votes in a fully remote meeting shall be by roll call.

c. The Town will provide public access to the meeting through telephonic or other remote means, provided such means allow the public to hear the Council and other participants in the meeting, and for the Council and other participants to hear any members of the public recognized to speak, if applicable.

d. Minutes are taken in accordance with Town policy.

C. For quasi-judicial matters, virtual participation and virtual meetings may only be used with the prior written consent of the applicant, in which the applicant waives any legal challenge to the hearing being conducted in such a manner.

D. Emergencies. In the case of emergency, the Mayor may suspend any or all of this Policy.

II. Applicability.

Upon implementation, this Policy will apply to regular and special meetings and study sessions of the Town Council, and to all meetings of other Town boards, commissions, and committees.

III. Reasonable Accommodation.

The Town shall provide reasonable accommodations and shall waive or modify provisions of this Policy as necessary to provide individuals with disabilities full and equal access to all meetings.

This policy is hereby approved and adopted by Resolution ____ on this ___ day of_____.

_____

Andrew J. Moore, Mayor

Revision History

Date of Review	Responsible	Summary of Change
03/12/2024	Amy Teetzel	- Updated "Board of Trustees" to "Town Council" and Town Administrator" to "Town Manger" required by adoption of Home Rule Charter (not
_____	Meredyth Muth	- Amended entire policy.

Town of Erie

645 Holbrook Street
Erie, CO 80516

Town Council

Meeting Date: 7/14/2026

File #: 2026-60

Subject:
Discussion/Direction: Advisory Board Appointment Process

Department: Administrative Services,

Presenter(s): Meredyth Muth, Town Manager

Time Estimate: 30 minutes

Fiscal Summary:
Cost as Recommended:
Balance Available:
Fund:
Line Item Number:
New Appropriation Required:

Policy Issues:
Board and Commission members are appointed by the Town Council per the Home Rule Charter.

Staff Recommendation:
Discussion/direction

Summary/Key Points:
The Council appoints members to the various boards and commissions in the spring of odd-numbered years (2026 was the last year of even-numbered year appointments). This year there were some concerns about the process and Council asked to discuss options for 2027. Staff has provided some options to consider. Staff will take the direction from this discussion and institute any needed changes for 2027.

Background of Subject Matter:
The goal of this discussion/direction is to determine a simple, organized process that staff and the Council can use in 2027 for advisory board member appointments.

The established process for bi-annual and off-cycle advisory board appointments has been as follows:

1. Applications are solicited by the Clerk's Office; this has been one general application for all boards.
2. Applications are reviewed by the existing board members; some boards have also conducted interviews of the applicants.
3. Existing board members recommend to Council who they think should be appointed.
4. The Council generally appoints those applicants recommended by the board members.

In 2026, some of the advisory boards were uncomfortable with the process because it required them to review applications and discuss specific people, including sitting board members, in a public meeting. Members also requested some criteria to use when reviewing the applicants.

There are a variety of processes that different municipalities use for board and commission appointments. Below are some options.

A. **Council Direct Appointments** | This is the process the Council used this year for Planning Commission appointments.
    1. Applications are solicited by the Clerk's Office.
    2. Council (either as a group or using a committee) reviews the written applications and determines which applicants to bring in for interviews or directly appoint.
    3. Interviews with Council (if needed).
    4. Council makes appointments.

       Pros: Simplifies the process; does not require board members to publicly discuss their neighbors; can help council find a broader diversity of opinion among board members.

       Cons: Board members may want involvement in the process, requires Council to dedicate meeting time to the process.

B. **Advisory Board Recommendation |** Board members review applicants and make a recommendation to the Council of whom to appoint.
    1. Applications are solicited by the Clerk's Office.
    2. Advisory board members review the applications and may conduct interviews.
    3. Advisory board members recommend a slate of applicants to Council.
    4. Council makes appointments based on those recommendations.

       Pros: Council gets additional input on the appointments; sitting board

members have some input.

Cons: Board members have to publicly review applications from their fellow board members and neighbors; can lead to members recommending others of similar experience and knowledge, leading to less diversity of opinion on the board; board members may be reviewing and recommending their own applications for reappointment.

C. **Other Considerations |** Some other steps that could be considered:
   - Staff input on applicants.
   - Requesting additional information about applicant experience.
   - Broader application questions. Staff recommends the creation of a new application whereby the questions are specific to the board to which the applicant is applying, rather than one general application. This would give the reviewers more detailed information about the applicant and their fit on a specific board.
   - Establishment of some criteria by which applicants are to be measured; these could be different for each board.

Attachments:
None