



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, November 4, 2025

6:30 PM

Council Chambers

Special Meeting

[Link to Watch or Comment Virtually: https://bit.ly/TC-Special-1stTuesday](https://bit.ly/TC-Special-1stTuesday)

I. Call Meeting to Order and Pledge of Allegiance

6:30 p.m.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

6:30-6:35 p.m.

[25-554](#)

Native American Heritage Month Proclamation; sponsored by Council Member Emily Baer

Attachments:

[Proclamation](#)

[25-556](#)

Veteran's Day Proclamation; sponsored by Council Member John Mortellaro

Attachments:

[Proclamation](#)

[25-574](#)

A Resolution of the Town Council of the Town of Erie Appointing the Ausmus Law Firm, P.C. as the Town Prosecutor as of December 1, 2025, and Approving the Associated Professional Services Agreement

Attachments:

[Resolution 25-180](#)

[Professional Services Agreement](#)

[25-575](#)

A Resolution of the Town Council of the Town of Erie Appointing Breena Meng as the Erie Town Attorney as of December 1, 2025 and Approving the Associated Employment Agreement

Attachments:

[Resolution 25-172](#)

[Employment Agreement](#)

[25-576](#)

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Legal Services between the Town and the Law Firm of Hoffmann, Parker, Wilson & Carberry, P.C.

Attachments: [Resolution 25-173](#)
 [Agreement](#)

[25-547](#) A Resolution of the Town Council of the Town of Erie Approving the Seventh Amendment to Agreement for Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Coal Creek from County Line Road to Kenosha Road with the Urban Drainage and Flood Control District d/b/a Mile High Flood District

Attachments: [Resolution 25-174](#)
 [Seventh Amendment](#)

[25-589](#) A Resolution of the Town Council of the Town of Erie Approving a Certificate of Appropriateness for the Deconstruction and Reconstruction of the Shed and Brooder House at Schofield Farm

Attachments: [Resolution 25-179](#)
 [Written Findings/Recommendation from HPAB](#)
 [Application](#)
 [Shed and Brooder House Narrative](#)
 [Shed and Brooder House CoA Drawings](#)

[25-544](#) A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement for North Water Treatment Facility Deep Well Injection Design with New IPT, Inc.

Attachments: [Resolution 25-177; New IPT-R103125](#)
 [Agreement](#)

[25-299](#) A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with WSB, LLC for the I-25 Interchange and Multimodal Study

Attachments: [Resolution 25-166](#)
 [PSA - WSB-A092325 - Signed](#)

[25-567](#) A Resolution of the Town Council of the Town of Erie Approving the Intergovernmental Agreement with the City and County of Broomfield to Share Costs for the Preliminary and Environmental Engineering and Design of Colorado State Highway 7

Attachments: [Resolution 25-155](#)
 [Resolution 25-155; Approving IGA with Broomfield to Share Costs for the Prelim](#)

[25-580](#) A Resolution of the Town Council of the Town of Erie Certifying that Money Received from the State Peace Officer Training and Support Fund Will be Used for a Permissible Purpose

Attachments: [Resolution 25-175](#)

[25-593](#) A Resolution of the Town Council of the Town of Erie Approving a First Amendment to the Construction Contract with A&M Renovations LLC d/b/a Heritage Window Restoration for the Rehabilitation of the Schofield Barn

Attachments: [Resolution 25-184](#)
[Amendment](#)
[Original Contract](#)

[25-504](#) An Ordinance of the Town Council of the Town of Erie Approving the Purchase of Real Property from TI Residential, LLC and Approving the Associated Purchase and Sale Agreement

Attachments: [Ordinance 035-2025](#)
[Purchase and Sale Agreement](#)
[Map](#)

[25-588](#) A Resolution of the Town Council of the Town of Erie Approving a Seventh Amendment to the Lease Agreement with Vector Air Management, LLC

Attachments: [Resolution 25-178](#)
[Seventh Amendment](#)
[Lease Agreement 12-12-2023](#)

V. Public Comment On Non-Agenda and Consent Items only.

6:35-6:45 p.m.

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

VI. General Business

[25-586](#) Municipal Court and Town Prosecutor Annual Update

Attachments: [Presentation](#)

6:45-7:05 p.m.

*Presenter(s): Amanda Bailhache, Municipal Judge
Danielle Trujillo, Court Administrator
Katie Ramirez, Deputy Court Administrator*

[25-584](#) Public Hearing: A Resolution of the Town Council of the Town of Erie Organizing the Erie Sports Business Improvement District, Describing its Boundaries and Service Area, Establishing a Board of Directors, and Approving the 2025 and 2026 Operating Plan and Budget

Attachments: [Resolution 25-176](#)
 [Staff Presentation](#)
 [Applicant Presentation](#)
 [Petition for Organization of the Erie Indoor Sports BID](#)
 [2025-2026 BID Operating Plan and Budget](#)
 [Notice of Public Hearing 2025.10.22](#)
 [Erie Indoor Sports Final Plat](#)
 [Erie Indoor Sports Development Agreement](#)

7:05-7:35 p.m.

*Presenter(s): Jack Hill, Business Development Specialist
 Lockie Woods, URA Development & Accounting Analyst
 Harry Brennan, Senior Planner
 Zachary P. White, Petitioner
 Michal Bosma, Petitioner*

[25-501](#) PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Amending Title 10 of the Erie Municipal Code Regarding Public Hearing Notice Requirements

Attachments: [Ordinance No.033-2025](#)
 [Staff Report](#)
 [Staff Presentation](#)
 [Resolution No P25-12](#)

7:35-7:50 p.m.

Presenter(s): Sarah Nurmela, Planning and Development Director

[25-533](#) An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Title 3 of the Erie Municipal Code Regarding Boards, Commissions, and Committees and Making Corresponding Amendments to the Erie Municipal Code, Including Moving Historic Landmark Regulations to Title 9

Attachments: [Ordinance 30-2025](#)
 [REDLINED - Boards Commissions Ord 30-2025](#)

7:50-8:35 p.m.

Presenter(s): Meredyth Muth, Director of Administrative Services and Operations

VIII. Council Member Reports and Announcements

8:35-8:50 p.m.

IX. Adjournment

8:50 p.m.

(The Town Council's Goal is that all meetings be adjourned by 10:30pm. 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.)



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-554, **Version:** 1

SUBJECT:

Native American Heritage Month Proclamation; sponsored by Council Member Emily Baer

DEPARTMENT: Human Resources

PRESENTER(S): Kat Hazel-Shimko, Human Resources Business Partner
Council Member Emily Baer, Sponsor

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

Council should decide whether to approve a Proclamation for issues and items of interest to the Town of Erie.

STAFF RECOMMENDATION:

Approve the Proclamation

SUMMARY/KEY POINTS

- This proclamation recognizes the contributions and achievements of Native communities as part of American Heritage Month.
- This recognition supports the preservation of traditions of Native communities and efforts to maintain their heritage.

BACKGROUND OF SUBJECT MATTER:

Native American Heritage Month, first nationally recognized in 1990, is observed each November to honor the history, cultures, and contributions of Native peoples. In Colorado, this includes the Ute, Cheyenne, and Arapaho Nations, among others, whose deep connections to this land continue today.

The month serves as a reminder to celebrate Indigenous resilience and traditions, while fostering awareness, respect, and understanding of the role Native communities play in our shared history and

future.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☐ Attractive Community Amenities
- ☒ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☒ Small Town Feel
- ☒ Safe and Healthy Community
- ☐ Effective Governance
- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

ATTACHMENT(S):

1. Proclamation



Native American Heritage Month Proclamation

Whereas, Native American Heritage Month is a time to celebrate and recognize the rich history, culture, and contributions of Native Americans to the United States; and

Whereas, the diverse culture of Native American tribes embodies a deep respect for nature, spirituality, family, and community, and their contributions continue to enrich our national tapestry; and

Whereas, we honor the resilience and strength of Native American communities, who have faced historical injustices and continue to advocate for their rights and sovereignty; and

Whereas, the month of November is designated as Native American Heritage Month, providing an opportunity for all Americans to learn about and appreciate the legacy, traditions, and achievements of Native American peoples; and

Whereas, the State of Colorado is historically home to Tribal Nations including the Ute, Cheyenne, and Arapaho Peoples, whose enduring presence, cultural traditions, and stewardship of the land continue to shape the heritage of our region; and

Whereas, this year's theme, "Native American Legacies: Stories of Strength and Survival" emphasizes the enduring resilience of Indigenous peoples who have overcome centuries of policies aimed at erasing their identities and forcibly assimilating them. It celebrates how Native communities continue to maintain their cultures, languages, sovereignty, and leadership, passing down legacies of survival, strength, and governance to future generations; and

Whereas, Native American Heritage Month was officially recognized in the United States in 1990 by President George H.W. Bush following a series of proclamations that began in 1986, which designated a single day in September as American Indian Day; and

Now, therefore, I, Council Member Emily Baer on behalf of the Town Council of the Town of Erie, do hereby proclaim that Native American Heritage Month be celebrated from November 1-30, 2025, and I call upon all residents in the Town of Erie to observe this month with appropriate ceremonies, activities, and programs.

Dated this 11th day of November 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Deputy Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-556, **Version:** 1

SUBJECT:

Veteran's Day Proclamation; sponsored by Council Member John Mortellaro

DEPARTMENT: Human Resources

PRESENTER(S): Kat Hazel-Shimko, Human Resources Business Partner
Council Member John Mortellaro, Sponsor

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

Council should decide whether to approve a Proclamation for issues and items of interest to the Town of Erie.

STAFF RECOMMENDATION:

Approve the Proclamation

SUMMARY/KEY POINTS

- This proclamation recognizes and celebrates the historical significance of veterans in the United States.
- This recognition solidifies a commitment and support for remembrance of those who served and sacrificed.
- The proclamation provides encouragement for civic participation and ongoing support of veterans and their families.

BACKGROUND OF SUBJECT MATTER:

Veteran's Day is observed each year on Nov. 11 to honor all United States military veterans who have served our nation in times of war and peace. The observance originated as Armistice Day, commemorating the end of World War I on Nov. 11, 1918, and later expanded to recognize the service and sacrifice of veterans from every era of American history.

Today, Veteran's Day stands as a reminder of the courage, dedication, and continued contributions of those who have worn the uniform, and it provides an opportunity for communities to express gratitude and respect for the freedoms and security made possible by their service.

ATTACHMENT(S):

1. Proclamation



Veteran's Day Proclamation

Whereas, Veteran's Day is observed on Nov. 11 each year to honor and recognize the brave people who have served in the Armed Forces of the United States; and

Whereas, veterans have devoted their lives to the protection of our freedoms and liberties, demonstrating extraordinary valor, sacrifice, and unwavering commitment to our nation; and

Whereas, their service and dedication have made significant contributions to securing peace and prosperity both at home and abroad, and they deserve our deepest respect and gratitude; and

Whereas, crucial legislation and initiatives, such as the Veterans Health Care, Capital Asset, and Business Improvement Act, as well as various programs aimed at providing education, job training, and mental health support, play a vital role in improving the quality of life for veterans and ensuring they receive the benefits they have earned; and

Whereas, this year's theme, "Service to Our Nation", is embodied in the national Veteran's Day poster, titled "Unified by Service," which visualizes the unity of all U.S. uniformed services under one purpose and highlights the collective commitment to service and our county; and

Whereas, it is fitting that we honor veterans by reflecting on their sacrifices and ensuring their legacy continues by caring for those in our communities who have served; and

Whereas, Veteran's Day was first observed on Nov. 11, 1918, as Armistice Day, marking the end of World War I, and was proclaimed by President Woodrow Wilson;

Now, therefore, I, Council Member John Mortellaro on behalf of the Town of Erie Town Council, do hereby proclaim that Veteran's Day be celebrated on Nov. 11, 2025, and I call upon all residents in the Town of Erie to observe this month with appropriate reflection, gratitude, ceremonies, activities, and programs.

Dated this 4th day of November 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Deputy Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-574, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Appointing the Ausmus Law Firm, P.C. as the Town Prosecutor as of December 1, 2025, and Approving the Associated Professional Services Agreement

DEPARTMENT: Administrative Operations

PRESENTER(S): Meredyth Muth, Director of Administrative Services and Operations

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

The Town Council appoints the Prosecuting Attorney per the Home Rule Charter.

STAFF RECOMMENDATION:

Appoint Ausmus Law Firm as Prosecuting Attorney and approve contract for services.

SUMMARY/KEY POINTS

- The law firm of Hoffman, Parker, Wilson, and Carberry P.C. (HPWC) is currently contracted to be both the Town Attorney and the Prosecuting Attorney. HPWC has been contracting out the Prosecuting Attorney duties of the Municipal Court to Ausmus Law Firm, P.C.
- Staff recommends the Council contract directly with Ausmus Law to act as Prosecuting Attorney for the Town as of Dec. 1, 2025 when HPWC will no longer be the Town Attorney.
- The attached contract continues the same service they are currently providing at the same rates.

ATTACHMENT(S):

1. Resolution No. 25-180
2. Professional Services Agreement

**Town of Erie
Resolution No. 25-180**

**A Resolution of the Town Council of the Town of Erie Appointing
the Ausmus Law Firm, P.C. as the Town Prosecutor as of December
1, 2025, and Approving the Associated Professional Services
Agreement**

Whereas, pursuant to § 8.04 of the Erie Home Rule Charter, the Town Council wishes to appoint a Town Prosecutor and establish their initial compensation, and also wishes to approve an associated Professional Services Agreement.

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

Section 1. The Town Council hereby appoints the Ausmus Law Firm, P.C. as the Town Prosecutor as of December 1, 2025, to serve at the will of the Town Council for an indefinite term at the compensation of \$3,500 per month, plus \$150 per hour for additional services.

Section 2. The Professional Services Agreement with the Ausmus Law Firm, P.C. 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 Professional Services Agreement on behalf of the Town.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Professional Services **(Municipal Prosecution)**

This Agreement for Professional Services (the "Agreement") is made and entered into this _____ day of _____, 2025 (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 Ausmus Law Firm, P.C., an independent contractor with a principal place of business at _____ ("Attorney") (each a "Party" and collectively the "Parties").

Whereas, pursuant to Section 8.04 of the Erie Home Rule Charter, the Town requires a Town Prosecutor; and

Whereas, Attorney represents that the firm and its members are fully qualified, through experience and education, and where required by state or local law, are duly licensed to perform such legal services, and is ready, willing and able to serve as the Town Prosecutor.

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

I. Scope of Services.

A. Upon appointment by the Town Council under Section 8.04 of the Erie Home Rule Charter, Attorney shall act as the Town Prosecutor. Attorney shall perform all duties of the Town Prosecutor required by applicable law. Ms. Christy Ausmus shall be principally responsible to the Town for Attorney's work. The duties shall include: 2 full day court sessions per month, including witness preparation for court trials; ongoing police officer training during court appearances; availability for telephone calls for any police officer questions; and availability for extra court sessions and jury trials as needed.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. No agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term.

A. The services to be performed by Attorney shall begin on December 1, 2025. Pursuant to Section 8.04 of the Erie Home Rule Charter, Attorney shall serve at the pleasure of the Town Council.

B. If Attorney wishes to voluntarily resign as Town Prosecutor, Attorney shall provide at least 30 days' prior written notice to the Town Council.

III. Compensation

The Town agrees to pay Attorney a flat fee of \$3,500 per month for attendance at the 2 regularly-scheduled court sessions per month and preparation for such sessions. For jury trials, appeals and additional court sessions, the Town shall pay Attorney \$150 per hour. Attorney shall bill the Town monthly, indicating the services performed and the dates of service.

IV. Professional Responsibility

A. Attorney hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Attorney shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Attorney hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

D. Attorney shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

E. Attorney 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 Attorney's noncompliance with such accessibility standards.

VI. Independent Contractor

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

VII. Insurance

A. Attorney 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 Attorney pursuant to this Agreement. At a minimum, Attorney 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 \$500,000 each occurrence and \$1,000,000 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. Professional liability insurance with minimum limits of \$500,000 each claim and \$1,000,000 general aggregate.

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 Attorney. Attorney shall be solely responsible for any deductible losses under any policy.

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

VIII. Indemnification

Attorney agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Attorney, any subcontractor of Attorney, or any officer, employee, representative, or agent of Attorney, or which arise out of a worker's compensation claim of any employee of Attorney or of any employee of any subcontractor of Attorney; provided that Attorney's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Attorney, any subcontractor of Attorney, or any officer, employee, representative, or agent of Attorney or of any subcontractor of Attorney.

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Ausmus Law Firm, P.C.

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2025, by _____ as
_____ of Ausmus Law Firm, P.C.

My commission expires:

(Seal)

Notary Public



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-575, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Appointing Breena Meng as the Erie Town Attorney as of December 1, 2025 and Approving the Associated Employment Agreement

DEPARTMENT: Administrative Operations

PRESENTER(S): Meredyth Muth, Director of Administrative Services and Operations

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

Per the Home Rule Charter, the Town Attorney reports to the Town Council; therefore, her appointment and contract require Town Council approval.

STAFF RECOMMENDATION:

Approve resolution and contract.

SUMMARY/KEY POINTS

- Following a two-month recruitment process and interviews with both senior staff and the Town Council, the Council directed the Town Manager to offer the position of Town Attorney to Breena Meng and negotiate a contract.
- The attached resolution and contract would appoint Ms. Meng to be the Town Attorney beginning on Dec. 1, 2025.
- There will be a transition period into 2026 while the Town continues to use Hoffman, Parker, Wilson, and Carberry for some legal services while Ms. Meng staff's the Attorney's office and comes up to speed.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☒ Traffic & Road Infrastructure
- ☒ Growth & Development

File #: 25-575, Version: 1

- ☒ Water Cost & Availability
- ☒ Affordable & Diverse Housing
- ☒ Increased Commercial Development
- ☒ Responsible Oil & Gas Development
- ☒ Preservation of Open Space
- ☒ Recreation & Community Amenities
- ☒ Multi-Modal Focus

ATTACHMENT(S):

1. Resolution No. 25-172
2. Employment Agreement

**Town of Erie
Resolution No. 25-172**

**A Resolution of the Town Council of the Town of Erie Appointing
Breena Meng as the Town Attorney as of December 1, 2025, and
Approving the Associated Employment Agreement**

Whereas, pursuant to § 8.02 of the Erie Home Rule Charter, the Town Council wishes to appoint a Town Attorney and establish her initial compensation, and also wishes to approve an associated Employment Agreement.

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

Section 1. The Town Council hereby appoints Breena Meng as the Town Attorney as of December 1, 2025, to serve at the will of the Town Council for an indefinite term at an initial compensation of \$235,000 per year.

Section 2. The Town Council hereby approves the Employment Agreement in the form attached hereto.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Employment Agreement

This Employment Agreement (the "Agreement") is made and entered into as of the 1st day of December, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Breena Meng, an individual with an address of [REDACTED] ("Meng") (each a "Party" and collectively, the "Parties").

Whereas, the Town wishes to employ Meng as the Town Attorney pursuant to Section 8.02 of the Erie Home Rule Charter (the "Charter") and Section 1-6-4 of the Erie Municipal Code (the "Code"); and

Whereas, Meng wishes to accept employment as the Town Attorney under the terms set forth in this Agreement.

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

1. **Employment.**

a. Pursuant to the terms of this Agreement, the Town agrees to employ Meng as Town Attorney, and Meng accepts such employment. Such employment is "at will".

b. Meng's primary function shall be to serve as legal counsel to the Town acting by and through its Town Council, and to perform the functions and duties specified in Section 8.02 of the Charter and Section 1-6-4 of the Code. Meng acknowledges and agrees and understands that said duties may change from time to time as provided by the Charter and the Code or as otherwise directed by the Town Council.

c. During the term of this Agreement, Meng agrees to remain in the exclusive employ of the Town and neither to accept nor to become employed by any other employer. The term "employed" shall not be construed to include occasional teaching, writing, or consulting, as approved by the Town Council, performed on Meng's time off with prior written approval of the Town Council.

d. Meng shall have supervisory and managerial authority and responsibility to direct, assign, reassign, and evaluate all staff in the Town Attorney's office, consistent with Town policies, the Code, and the Charter. Meng may establish regulations, rules, and procedures for the Town Attorney's office that Meng deems necessary for the efficient and effective operation of the Town Attorney's office, which regulations, rules, and procedures shall be consistent with Town policies, the Code and the Charter, and as required by the Colorado Rules of Professional Conduct.

e. As of the Effective Date, Meng is licensed to practice law in the State of Colorado. At all times during this Agreement, Meng shall maintain her license to practice law in good standing with the Colorado Supreme Court and Office of Attorney Regulation Counsel and comply with all Rules of Professional Conduct promulgated by the Colorado Supreme Court. If Meng becomes aware of a disciplinary complaint or action filed against her with the Office of Attorney Regulation Counsel, she shall immediately report the filing to the Town Council.

f. Meng is permitted to exercise a flexible work schedule. However, consistent with this flexibility and Meng's participation in activities out of the office, Meng will generally be expected to keep office hours at Town Hall during normal business hours at least 3 days per week.

g. Meng shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding office on the Town Council, or seek or accept any personal enrichment or profit derived from confidential information. Meng shall maintain independent professional judgment and not take specific direction from the Town Council concerning the handling of any criminal prosecution matter. The Town Council shall support Meng in keeping these commitments by refraining from any order, direction, or request that would require Meng to undertake any of the aforementioned activities.

h. Meng acknowledges that the Town Council adopts a budget and makes appropriations for the operations of the Town, including staffing, for each calendar year, and further acknowledges and agrees that the duties described in this Agreement shall be performed within the adopted budget and appropriated amounts.

i. The Town acknowledges that access to a legal research software service (*e.g.*, Westlaw or Lexis Nexis), Colorado Revised Statutes, state and federal court rules, and law practice manuals directly related to the duties and requirements of the Town Attorney are essential to Meng and other employees in the Town Attorney's Office being able to competently perform their duties. Therefore, the Town agrees to budget and pay for: legal research software subscriptions for Meng and Town Attorney's Office staff; up to two hard copies of the Colorado Revised Statutes annually, up to two hard copies of Colorado and federal rules of civil procedure and evidence annually; and annual subscriptions to law practice manuals for areas directly related to the Town Attorney's duties. Such materials and property shall be the sole property of the Town and neither Meng nor staff in the Town Attorney's office shall have any personal right or property interest therein.

j. In accordance with Section 1-5-4 of the Code, the Town Attorney has the right and authority to retain special counsel to handle any matter in which the Town has an interest, or to assist and counsel with the Town Attorney on any matter. Nothing in this Agreement shall be construed to prevent, limit, or otherwise interfere with the Town

Attorney's right and authority to retain special counsel, provided the cost of such special counsel is appropriated in the Town's budget.

2. Term. This Agreement shall begin on the Effective Date and continue for an indefinite term; provided that nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Council to terminate this Agreement at any time for any reason, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Meng to resign at any time, for any reason. Nothing contained in this Agreement shall be deemed or construed as creating any property or other right to a continuation of Meng's employment. For purposes of this Agreement, the anniversary date of Meng's employment with the Town shall be December 1st of each year (the "Anniversary Date").

3. Compensation.

a. For her employment as Town Attorney, Meng shall be compensated at an annual base salary of \$235,000, which shall be payable in installments at the same time as other management employees of the Town are paid. The Town Council may adjust the base salary as the Town Council determines appropriate, in the Town Council's sole discretion.

b. Meng shall devote her full professional energies, interest, abilities, and productive time to the performance of this Agreement. Meng shall be considered an exempt employee for purposes of the Fair Labor Standards Act, because Meng's duties may involve expenditures of time in excess of the regularly established workday or in excess of a 40-hour workweek and will regularly include time outside normal office hours (including attendance at Town Council meetings, board and commission meetings, and various community meetings, forums, and workshops). The compensation herein provided includes compensation for the performance of all such services and all hours worked.

4. Benefits. In addition to the Compensation set forth in Section 3, Meng shall receive the following benefits during her employment as Town Attorney:

a. *Insurance.* Health, life, vision and dental insurance shall be paid by the Town for Meng and her dependents in the same manner as for all other full-time employees of the Town.

b. *Disability.* The Town shall pay for short-term and long-term disability benefits for Meng in the same manner as for all other full-time employees of the Town.

c. *Holidays, Vacation and Sick Leave.* Meng shall receive paid holidays, vacation leave and sick leave in the same manner as for a full-time employee with at least 3 years of service to the Town.

d. *Retirement.* The Town agrees to pay, in installments at the same time as other management employees of the Town are paid an amount equal to Meng's personal contribution into Meng's Town of Erie 401a Plan, not to exceed 5% of Meng's base salary. All of the Town's contributions shall vest immediately on Meng's first day of employment. If the cumulative amount of the Plan contributions exceeds the then-current annual limit under the Internal Revenue Code for contributions to a deferred compensation plan, the remainder of the Town's contributions shall be paid to Meng as taxable compensation in the applicable pay periods.

e. *Other Benefits.* Meng shall receive workers' compensation and other benefits paid by the Town in the same manner as for all other full-time employees of the Town.

f. *Mileage.* In exchange for Meng's use of her personal vehicle for travel for Town business, the Town shall reimburse Meng for mileage at the current federal rate. Mileage for commuting to and from work shall not be eligible for reimbursement.

g. *Attorney Registration.* The Town shall pay for Meng's annual Colorado attorney registration fee in the amount set by the Colorado Supreme Court to maintain her Colorado law license, beginning with registration fees due for the 2026 registration year.

5. Severance.

a. *Amount and Payment.* If Meng is terminated without cause, she shall receive an amount equivalent to 6 months of Meng's then-current annual salary plus the benefits set forth in Section 4 (the "Severance Payment"). The Severance Payment shall be paid once as a lump sum amount, provided that the retirement contributions set forth in Section 4.d shall be paid pre-tax into Meng's Town of Erie 401a Savings Plan, subject to all required withholding. The Severance Payment shall not be considered an extension of employment. If the amount of the contribution to the Town of Erie 401a Savings Plan included in the Severance Payment exceeds the then-current limit under the IRS Code for a contribution to a deferred compensation plan, the remainder shall be paid to Meng in a lump sum as taxable compensation.

b. *Termination for Cause.* If the Town Council terminates Meng's employment for cause, Meng shall not be entitled to the Severance Payment. For purposes of this Agreement, "for cause" means any of the following: (i) conviction of any criminal act involving personal gain to Meng; (ii) conviction of a felony or any crime of moral turpitude; (iii) violation of the Town's Code of Ethics; and (iii) failure to perform any material term of this Agreement, or failure to meet her performance goals, and such failure continues for 30 days after written notice from the Town Council specifying the failure and expected corrective action. Termination of Meng's employment by the Town Council for any reason other than for cause as defined above, including without limitation non-appropriation of

funds pursuant to Section 9.j, shall be deemed termination without cause and shall entitle Meng to receive the Severance Payment.

c. *Resignation.* If Meng resigns from her position as Town Attorney, Meng shall not be entitled to the Severance Payment.

6. Performance Evaluations. The Town Council shall review and evaluate Meng's performance at least once every 12 months. Within 90 days of the Anniversary Date each year, Meng and the Town Council shall work together to develop concrete, reasonable performance goals for the next year of employment, with concrete, reasonable timelines. Meng's achievement of those goals within those timelines shall be used to determine future salary modifications.

7. Professional Development.

a. Subject to such amounts as may be budgeted, the Town, in its sole discretion, shall pay for expenses related to Meng's continuing professional development, which includes attendance at various national or state conferences, seminars, and continuing legal education programs. At a minimum, the Town shall pay for Meng's membership in the Colorado Bar Association, the Colorado Municipal League ("CML"), and the Metro City Attorneys' Association, and shall pay for Meng's attendance at the CML Annual Conference, the annual CML Seminar on Municipal Law, and the IMLA Seminar on Municipal Law. The Town shall reimburse Meng's expenses for other memberships, registration, travel, meals or lodging in association with business-related conferences, education or other meetings.

b. Meng agrees to apply all continuing legal education credits she receives from attending conferences and continuing legal education programs directly related to Meng's employment with the Town toward fulfilling continuing legal education requirements as required to maintain her Colorado law license.

8. Indemnification. The Town shall defend, hold harmless and indemnify Meng against claims and causes of action that may arise in the performance of Meng's duties for the Town in accordance with the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended. Meng shall not, however, be indemnified for any act or omission that is willful and wanton as those terms are defined in the Colorado Governmental Immunity Act.

9. Miscellaneous.

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

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

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

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

e. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class 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; provided that Meng's heirs shall be entitled to enforce this Agreement should Meng become legally incapacitated or deceased, as applicable and provided by law.

i. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (the "Act"), or otherwise available to the Town and its officers, attorneys or employees. In addition, while engaged in the performance of services under this Agreement and within the scope of her authority, Meng shall be entitled to assert immunity under the Act.

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

k. *Ownership.* All work product created by Meng in the course of her employment with the Town shall be owned by the Town.

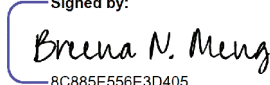
In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Signed by:

8C885E556E3D405...
Breena Meng



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-576, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Legal Services between the Town and the Law Firm of Hoffmann, Parker, Wilson & Carberry, P.C.

DEPARTMENT: Administrative Operations

PRESENTER(S): Meredyth Muth, Director of Administrative Services and Operations

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

Town Council is required to approve all contracts for legal counsel.

STAFF RECOMMENDATION:

Approve resolution and agreement for legal services.

SUMMARY/KEY POINTS

The Town Council has appointed a new in-house Town Attorney, but wishes to keep Hoffman, Parker, Wilson & Carberry under contract for general legal work during the transition. Once the Town Attorney has been able to staff her office and come up to speed on the Town's legal issues, staff anticipates using the outside firm for general legal services less frequently.

BACKGROUND OF SUBJECT MATTER:

Per the Home Rule Charter, the Town Attorney is appointed directly by the Town Council. Earlier this year, the Council decided to bring the position in-house. After a recruitment process and interviews, the new Town Attorney, Breena Meng, is set to be appointed on November 4 and start work on December 1.

HPWC has agreed to continue to work with the Town after December 1 during a transition period. Specifically, they are available to work on general legal issues and ongoing litigation. This will allow Ms. Meng time to come up to speed on current issues and give her time to hire additional in-house

staff. Once the Town Attorney's Office is fully staffed, the new staff will take over these general legal issues.

During the transition period Ms. Meng will manage the contract with HPWC and determine whether in-house or contract staff will handle legal issues.

ATTACHMENT(S):

1. Resolution No. 25-173
2. Agreement for Legal Services

**Town of Erie
Resolution No. 25-173**

**A Resolution of the Town Council of the Town of Erie Approving an
Agreement for Legal Services between the Town and the Law Firm
of Hoffmann, Parker, Wilson & Carberry, P.C.**

Whereas, the Town requires the legal services of the law firm of Hoffmann, Parker, Wilson & Carberry, P.C.

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

Section 1. The Legal Services Agreement with Hoffmann, Parker, Wilson & Carberry, P.C. 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 Legal Services Agreement on behalf of the Town.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement For Legal Services

This Agreement for Legal Services (the "Agreement") is made and entered into this ____ day of _____, 2025 (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 Hoffmann, Parker, Wilson & Carberry, P.C., a Colorado corporation with a principal place of business at 511 16th Street, Denver, CO 80202 ("Attorney") (each a "Party" and collectively the "Parties").

Whereas, the Town requires legal services; and

Whereas, Attorney has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

I. Scope of Services

Attorney shall furnish legal services as required by the Town, upon request from the Town.

II. Term and Termination

A. This Agreement shall commence on December 1, 2025 and shall continue until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Attorney for all work previously authorized and completed prior to the date of termination. If, however, Attorney has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

A. Attorney shall be paid on an hourly basis for the time spent by Attorney's employees performing legal services. The hourly rates are as follows:

1. For all legal services other than litigation: \$300/hour for attorneys and \$145/hour for paralegals.
2. For litigation legal services: \$350/hour for attorneys and \$175/hour for paralegals.

B. The Town shall also reimburse Attorney for out-of-pocket expenses incurred on the Town's behalf, including without limitation: computerized legal research

(Westlaw) charges; copying and reproduction charges; postage; filing fees; transcription charge; and witness fees.

C. Travel time shall be billed at ½ the hourly rates set forth above.

D. Attorney shall provide itemized invoices detailing the work performed, and shall bill in increments of not less than 10 minutes. Such invoices shall be submitted to the Town on a monthly basis, and payment shall be due within 14 days of receipt by the Town.

E. The total annual compensation under this Agreement shall not exceed the amount included in the Town's annual budget.

IV. Professional Responsibility

A. Attorney hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Attorney shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

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

C. Attorney shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

D. Attorney 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 Attorney's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Attorney shall be exclusively owned by the Town. Attorney expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Attorney hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Attorney; provided that Attorney shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

A. Attorney 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 Attorney pursuant to this Agreement. At a minimum, Attorney 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. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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 Attorney. Attorney shall be solely responsible for any deductible losses under any policy.

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

VIII. Indemnification

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

IX. Miscellaneous

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

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

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

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

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

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

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

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

I. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, 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. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

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

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Attorney

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by Kendra Carberry as a director of Hoffmann, Parker, Wilson & Carberry, P.C.

My commission expires:

(Seal)

Notary Public



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-547, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving the Seventh Amendment to Agreement for Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Coal Creek from County Line Road to Kenosha Road with the Urban Drainage and Flood Control District d/b/a Mile High Flood District

DEPARTMENT: Public Works
Utilities

PRESENTER(S): Wendi Palmer, Civil Engineer
Todd Fessenden, Utilities Director
David Pasic, Public Works Director

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

Cost as Recommended:	\$250,000
Balance Available:	\$1,631,895
Fund	Storm Drainage Operating Fund
Line Item Number:	520-75-110-605000-100394
New Appropriation Required:	No

POLICY ISSUES:

Whether or not to amend the existing agreement allowing additional improvements to be made to Coal Creek. The Town of Erie has partnered with Urban Drainage and Flood Control District (UDFCD) D/B/A Mile High Flood District (MHFD) on multiple drainage and flood control projects, including projects along Coal Creek, that help reduce the potential for flood damage in Erie. After a project is jointly constructed it will qualify for maintenance assistance from MHFD.

STAFF RECOMMENDATION:

Approve the Seventh Amendment to Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Coal Creek from County Line Road to Kenosha Road.

SUMMARY/KEY POINTS

- MHFD had an additional \$250,000 in their 2025 Budget that they appropriated for this project. If it is not committed by the end of 2025, the funding will no longer be available. The Town will contribute an additional \$250,000 budgeted match to this project.
- Additional funding from MHFD helps offset project costs not covered by FEMA.
- The entire Coal Creek Improvement project is critical to removing properties from the floodplain and improving water flow in Erie.

BACKGROUND OF SUBJECT MATTER:

The Town of Erie has partnered with the Mile High Flood District (MHFD) on multiple drainage and flood control projects to reduce flood risks. Once projects are completed, they qualify for maintenance support from MHFD.

MHFD, established by the Colorado legislature in 1969, assists local governments with multi-jurisdictional flood control efforts. The Boulder County portion of Erie falls within the MHFD's jurisdiction, while the Weld County portion does not. The Town sought MHFD's project management and funding support, which can cover up to 50% of eligible costs.

The Coal Creek improvement project has been funded through multiple amendments since 2015:

- **2015:** Initial agreement approved with \$50,000 from Erie and \$50,000 from MHFD.
- **2017:** First amendment added \$500,000 from both Erie and MHFD. Erie also contributed \$275,000 for a segment outside MHFD's boundaries.
- **2020:** Second amendment redirected funds from another project, adding \$300,000 from MHFD and \$3.6M from Erie.
- **2021:** Third amendment contributed \$250,000 from MHFD, with no additional Erie funding.
- **2023:** Fourth amendment provided \$900,000 from MHFD and \$2.448M from Erie.
- **2024:** Fifth amendment added \$125,000 from both MHFD and Erie, expanding the project scope to include Kenosha Road Bridge replacement and Coal Creek improvements north of Kenosha Road.
- **2025:** Sixth amendment added \$250,000 from both MHFD and Erie to help offset the costs that the FEMA grant does not cover.

Project Scope: Coal Creek was conceptually designed in three reaches:

- **Reach 1 (Cheesman St. to Briggs St. Bridge)** - Completed
- **Reach 2 (Briggs St. to County Line Rd.)** - Grant application submitted to FEMA. FEMA reviewing for construction authorization. Design is close to 100%.
- **Reach 3 (County Line Rd. to Kenosha Rd.)** - Near completion and will transition into bridge replacements.
- **Reach 4 (North of Kenosha Rd.)** - Part of the Fifth and Sixth Amendment expansion.

Since portions of the Kenosha Road Bridge and Reach 4 fall within MHFD's jurisdiction, the Town requested MHFD to cover 50% of the Town's expense for this segment.

Seventh Amendment:

This amendment provides additional funds to cover costs not included in the FEMA grant and to help with the Town's required grant match.

Fiscal Impact:

- MHFD will contribute an additional **\$250,000 in 2025** for this project.
- The Town must match this with **\$250,000**.
- **Total funding to date:** \$12.2M with 30% from MHFD (\$3.66M) and 70% from Erie (\$8.54M).

Approving the amendment ensures continued financial support from MHFD and further enhances flood control measures in Erie.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☒ Traffic & Road Infrastructure
- ☐ Growth & Development
- ☒ Water Cost & Availability
- ☐ Affordable & Diverse Housing
- ☐ Increased Commercial Development
- ☐ Responsible Oil & Gas Development
- ☒ Preservation of Open Space
- ☒ Recreation & Community Amenities
- ☐ Multi-Modal Focus

ATTACHMENT(S):

1. Resolution 25-174
2. Seventh Amendment

**Town of Erie
Resolution No. 25-174**

**A Resolution of the Town Council of the Town of Erie Approving
the Seventh Amendment to Agreement for Final Design, Right-of-
Way Acquisition, and Construction of Drainage and Flood Control
Improvements for Coal Creek from County Line Road to Kenosha
Road with the Urban Drainage and Flood Control District d/b/a
Mile High Flood District**

Whereas, on August 25, 2015, the Town and Urban Drainage and Flood Control District d/b/a Mile High Flood District entered into an Agreement for Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Coal Creek from County Line Road to Kenosha Road (the "Agreement");

Whereas, the Agreement was amended on April 11, 2017, November 10, 2020, September 14, 2021, August 22, 2023, February 27, 2024; and March 25, 2025; and

Whereas, the Town Council finds that it is in the best interest of the public health, safety and welfare to approve the Seventh Amendment to the Agreement.

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

Section 1. The Seventh Amendment to the Agreement between the Town and Urban Drainage and Flood Control District d/b/a Mile High Flood District 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 Seventh Amendment on behalf of the Town.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
COAL CREEK FROM TOWN LINE ROAD TO KENOSHA ROAD
TOWN OF ERIE

Agreement No. 15-02.10G
Project No. 101684

THIS SEVENTH AMENDMENT TO AGREEMENT (hereinafter called "SEVENTH AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF ERIE (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Coal Creek from Town Line Road to Kenosha Road" (Agreement No. 15-02.10) dated August 25, 2025, as amended (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to construct drainage and flood control improvements for Coal Creek from County Line to Kenosha Road (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$500,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 22, Series of 2025); and

WHEREAS, the Board of Trustees of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$12,209,208.67 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

	<u>ITEM</u>	<u>AS AMENDED</u>	<u>PREVIOUSLY AMENDED</u>
1.	Final Design	\$ 1,600,000.00	\$ 1,600,000.00
2.	Right-of-way	\$ -0-	\$ -0-
3.	Construction	\$ 9,700,500.67	\$ 9,200,500.67
4.	Contingency	\$ 908,708.00	\$ 908,708.00
	Grand Total	\$ 12,209,208.67	\$ 11,709,208.67

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	%	\$3,413,494.53	\$250,000	\$3,663,494.53
TOWN	%	\$8,295,714.14	\$250,000	\$ 8,545,714.14
TOTAL	100.00%	\$11,709,208.67	\$500,000	\$12,209,208.67

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's full share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY's full share (TOWN - \$8,545,714.14; DISTRICT - \$3,663,494.53) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining in excess of 10,000, which are not committed, obligated, or disbursed, each party

shall be refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, PROJECT SPONSOR share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this SEVENTH AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date _____

TOWN

By_____

Name_____

Title_____

Date_____

Checked By

Checked By



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-589, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a Certificate of Appropriateness for the Deconstruction and Reconstruction of the Shed and Brooder House at Schofield Farm

DEPARTMENT: Parks & Recreation

PRESENTER(S): Luke Bolinger, Director of Parks & Recreation

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY: N/A

POLICY ISSUES:

Per municipal code, a Certificate of Appropriateness is required for any physical work on a historically designated structure, and the deconstruction and reconstruction of the shed and brooder house at Schofield has met this requirement with HPAB's unanimous recommendation for approval.

STAFF RECOMMENDATION:

Approve the Certificate of Appropriateness.

SUMMARY/KEY POINTS

- Per municipal code, Council must approve a Certificate of Appropriateness (CoA) for any physical work on a historically designated structure.
- The Schofield Barn rehabilitation will restore masonry, roofing, siding, windows, and doors, ensuring the structure can serve as an event, meeting, and interpretive space for the community.
- The Historic Preservation Advisory Board reviewed the project on July 28 and unanimously recommended approval of the CoA.

BACKGROUND OF SUBJECT MATTER:

Over the past several months, Town staff have collaborated closely with Form+Works Design Group and the State Historical Fund to develop construction documents for the rehabilitation of the Schofield shed and brooder house, both dating to approximately 1893-1896. To fulfill Schofield Farm's vision as a functional community amenity, the shed will be repurposed as a public restroom,

and the brooder house will support events through dedicated storage space.

Comprehensive assessments, including the Historic Structures Assessment, architectural guidance from Form+Works, and evaluations by a contractor specializing in historic preservation, concluded that the most responsible and historically appropriate approach is full deconstruction followed by reconstruction using salvaged materials. The existing structural elements are in severe deterioration and cannot safely support modern use or code requirements. Prior to dismantling, the contractor will document the buildings and salvage all reusable historic components, which will be reintroduced during reconstruction.

The contractor is already mobilized onsite for the previously approved barn rehabilitation project. Proceeding with deconstruction now avoids future remobilization costs and eliminates delays associated with bringing a preservation contractor back to the site. Acting at this stage yields both time and cost savings while ensuring continuity in craftsmanship and adherence to preservation standards.

Reconstruction will include a modern foundation and raising the building approximately 18 inches to meet required head clearance and building codes. Despite these interventions, the original form, massing, and character will be retained. Missing or unsalvageable materials will be replaced in kind, consistent with preservation best practices.

This approach aligns with the Secretary of the Interior's Standards for the Treatment of Historic Properties, ensuring long-term preservation while accommodating modern public use. Construction documents are currently at 50% completion, and staff will continue to coordinate with Form+Works, the contractor, and the State Historical Fund to uphold these standards throughout the project.

Per Town code, structures with historic designation require a Certificate of Appropriateness (CoA) before any physical work can proceed. Staff submitted a CoA application for this project and presented the project to the Historic Preservation Advisory Board (HPAB) on Oct. 27. HPAB unanimously voted to recommend approval of the CoA, and the request now moves to Council for final action.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☒ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☒ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☒ Small Town Feel
- ☐ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☒ Fiscally Responsible

ATTACHMENT(S):

1. Resolution
2. Written Findings/Recommendation from HPAB
3. Application
4. Shed and Brooder House Narrative
5. Shed and Brooder House CoA Drawings

**Town of Erie
Resolution No. 25-179**

**A Resolution of the Town Council of the Town of Erie Approving a
Certificate of Appropriateness for the Deconstruction and
Reconstruction of the Shed and Brooder House at Schofield Farm**

Whereas, the Town filed an application for a certificate of appropriateness (the "Application") pursuant to Section 3-3-14 of the Erie Municipal Code (the "Code") to deconstruct and reconstruct the shed and brooder house at Schofield Farm;

Whereas, Section 3-3-14 of the Code requires a public hearing by the Town Council prior to approval of the Application;

Whereas, Section 3-3-18 of the Code provides the criteria for consideration of a certificate of appropriateness;

Whereas, on October 27, 2025, the Historic Preservation Advisory Board considered the Application, and recommended that the Town Council approve the Application;

Whereas, on November 4, 2025, the Town Council held a properly-noticed public hearing on the Application; and

Whereas, the Town Council, upon reviewing the recommendation of the Historic Preservation Advisory Board, hearing statements of staff and the public, and giving due consideration to the matter, finds and determines as provided below.

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

Section 1. Findings. The Town Council hereby finds that the deconstruction and reconstruction of the shed and brooder house at Schofield Farm, as proposed in the Application, meets all of the applicable criteria set forth in Section 3-3-18 of the Code, in that:

- a. The deconstruction and reconstruction will not detrimentally alter, destroy or affect any architectural or landscape feature that contributes to the original historic designation of Schofield Farm;
- b. The deconstruction and reconstruction will be visually compatible with designated historic structures located on the property in terms of designs, finish, material, scale, mass and height; and
- c. In finding compatibility, the Town Council has considered the criteria outlined in Section 3-3-18.B. of the Code.

Section 2. Decision. Based on the foregoing findings, the Town Council hereby approves the Certificate of Appropriateness for the deconstruction and reconstruction of the shed and brooder house at Schofield Farm as described in the Application.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**Town of Erie
Historic Preservation Advisory Board (HPAB)**

The written findings of the HPAB regarding the Certificate of Appropriateness (COA) application HP2025-00005 for Deconstruction and Reconstruction of the Shed/Brooder Barn, located at 2203 N 111TH ST, Erie, CO are as follows:

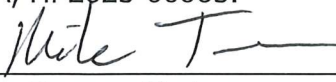
On October 27, 2025, the HPAB held a meeting in which the HP2025-00005 application was discussed. In regards to this application, the HPAB found that:

Findings.

Specifically, the Application meets/does not meet the following criteria set forth in Section 3.3.18(B) of the UDC:

1. The effect on the general historic and architectural character of the structure and property;
2. The architectural style, arrangement, texture and material used on the existing and proposed structures and their relation to and compatibility with other structures;
3. The size of the structure, its setbacks, location, and the appropriateness thereof when compared to existing structures and the site;
4. The compatibility of accessory structures and fences with the main structure on the site, and other structures;
5. The effects of the proposed work in creating, changing, destroying, or otherwise impacting the exterior architectural features of the structure upon which such work is done;
6. The condition of existing improvements and whether they are a hazard to public health and safety;
7. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the property; and
8. Compliance with the United States Secretary of the Interior's "Standards For Rehabilitation."

Section 2. Recommendation. Based on these Findings, the Erie HPAB recommends approval/denial to Town Council for the COA, HP2025-00005.



Mike Turner, Chair
October 27, 2025

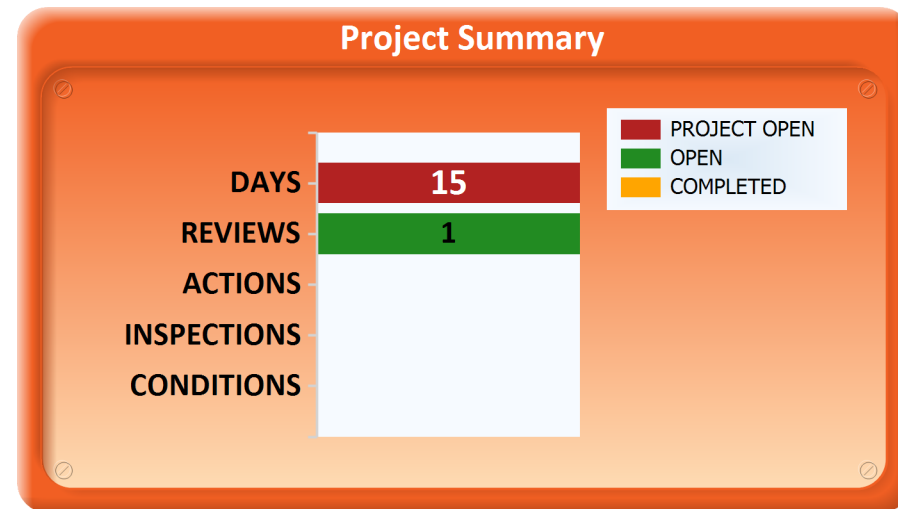


Project Details

Town of Erie

PROJECT NUMBER
HP2025-00005

Description: Proposed demo of Shed/Brooder Barn	Status: SUBMITTED ONLINE
Type: HPAB	Status Date: 10/3/2025
Subtype: CERTIFICATE OF APPROPRIATENESS	Applied: 10/3/2025
Address: 2203 N 111TH ST	Approved:
City, State, Zip: ERIE, CO 80516	Closed:
Project Manager: Harry Brennan	Expired:
Details:	



ADDITIONAL SITES

CHRONOLOGY

CONDITIONS

CONTACTS

NAME TYPE	NAME	ADDRESS1	CITY	STATE	ZIP	PHONE	FAX	EMAIL
APPLICANT	Luke Bolinger					(303)926-2796		lbolinger@erieco.gov
OWNER	TOWN OF ERIE	PO BOX 98	ERIE	CO	80516			

FINANCIAL INFORMATION

INSPECTIONS

INSPECTION TYPE	INSPECTOR	SCHEDULED DATE	COMPLETED DATE	RESULT	REMARKS	NOTES
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REVIEWS

REVIEW TYPE	REVIEWER	SENT DATE	DUE DATE	RETURNED DATE	STATUS	REMARKS	NOTES
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Project Details

Town of Erie

PROJECT NUMBER
HP2025-00005

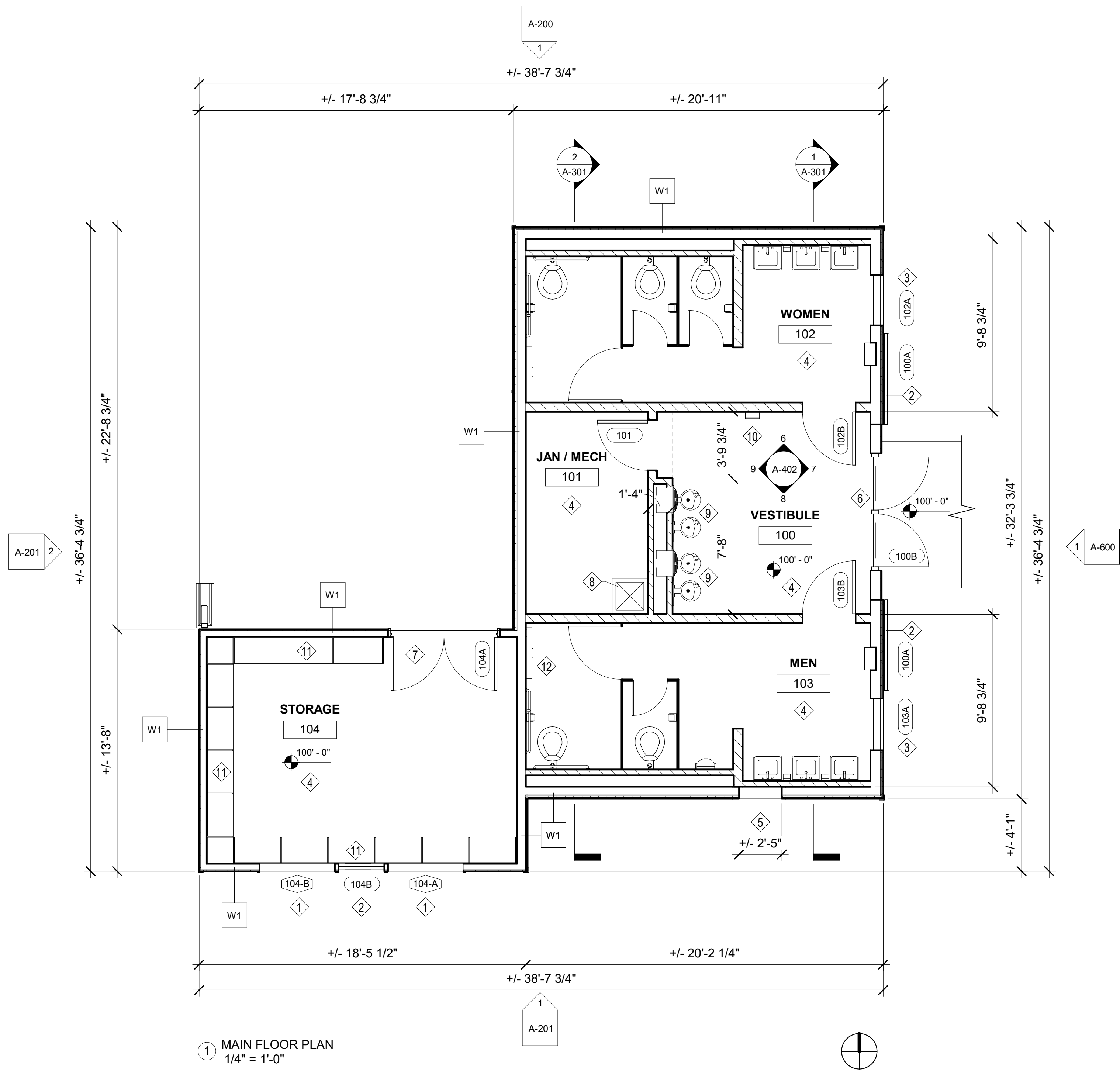
PLANNING REVIEW	Harry Brennan	10/3/2025	10/17/2025			HPAB Review Needed	
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BOND INFORMATION

ATTACHMENTS

Attachment Type	CREATED	OWNER	DESCRIPTION	PATHNAME	SUBDIR	ETRAKIT ENABLED
DOC	10/7/2025	Harry Brennan	Original Barn and Brooder House CD Pages.pdf	Original Barn and Brooder House CD Pages.pdf		0
DOC	10/7/2025	Harry Brennan	The Original Barn and Brooder House Demo Narrative.docx	The Original Barn and Brooder House Demo Narrative.docx		0
DOC	10/17/2025	Harry Brennan	Project Details	Project Details.pdf		0

The Original Barn and Brooder House will be deconstructed by a contractor specializing in historical structures in anticipation of a future reconstruction. In this case, the reconstructed Original Barn will be used as a site restroom, while the Brooder House will be used for storage. We will salvage all reusable materials prior to demolition. Structural elements of the Original Barn and Brooder House are in very poor condition, so we may be limited to reusing some portion of the exterior siding and the windows. Accordingly, once we have documented the structure and removed any reusable components, we will demolish the existing structure by bulldozer. Please note that when we reconstruct these two buildings, we will pour a modern foundation, then raise the building by approximately 18" to provide proper head clearance. The original form and massing of the building will nonetheless be retained. We will replace missing building materials in kind to the extent this is compatible with the new uses of the buildings.



PLAN NOTES:

- GENERAL NOTES:
- NOT ALL KEYNOTES ARE USED ON ALL SHEETS.
 - CONTRACTOR TO VERIFY IN FIELD ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
 - NOTIFY ARCHITECT IF CONDITIONS IN FIELD DO NOT MATCH CONDITIONS SHOWN ON DRAWINGS.
 - COORDINATE SITE ACCESS AND STAGING AREAS WITH OWNER PRIOR TO COMMENCEMENT OF WORK.
 - REFER TO WINDOW AND DOOR SCHEDULES FOR DETAILED SCOPE OF REHABILITATION WORK.
 - COORDINATE WITH LANDSCAPE PROJECT FOR HARDSCAPE AND SITEWORK.

KEYNOTES

1. REHABILITATE WOOD WINDOW. REPLACE GLAZING WITH PLYWOOD.
2. REHABILITATE WOOD DOOR.
3. INFILL EXISTING DOOR OPENING. REINSTALL ORIGINAL HISTORIC DOOR TO EXTERIOR OF OPENING IN FIXED POSITION.
4. NEW CONCRETE SLAB RE: STRUCTURAL.
5. NEW INSET PAINTED WOOD PANEL AT EXISTING OPENING. PREP, PRIME, AND PAINT TO MATCH SIDING.
6. NEW HOLLOW METAL DOORS PREHUNG IN METAL FRAME. CENTER ASTRIGAL TO BE REMOVABLE. EACH DOOR TO HAVE VISION LITE. ALL GLAZING TO BE TEMPERED.
7. NEW DOORS, FRAME, AND HARDWARE.
8. NEW MOP SINK AND FLOOR DRAIN, RE: PLUMBING.
9. NEW HI-LOW DRINKING FOUNTAIN WITH BOTTLE FILLER, RE: PLUMBING.
10. NEW FIRE EXTINGUISHER CABINET.
11. INSTALL SALVAGED SHELVING UNITS FROM ORIGINAL BARN.
12. NEW DIAPER CHANGING STATION. COORDINATION WITH OWNER FOR LOCATIONS

formworks
design group, LLC

P.O. Box 476
Eastlake, CO 80614
www.formworksgroup.com
303.598.6545

Schofield Farm Original
Barn & Brooder House
Rehabilitation

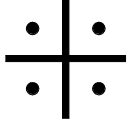
2203 NORTH 111TH STREET
ERIE, COLORADO 80516

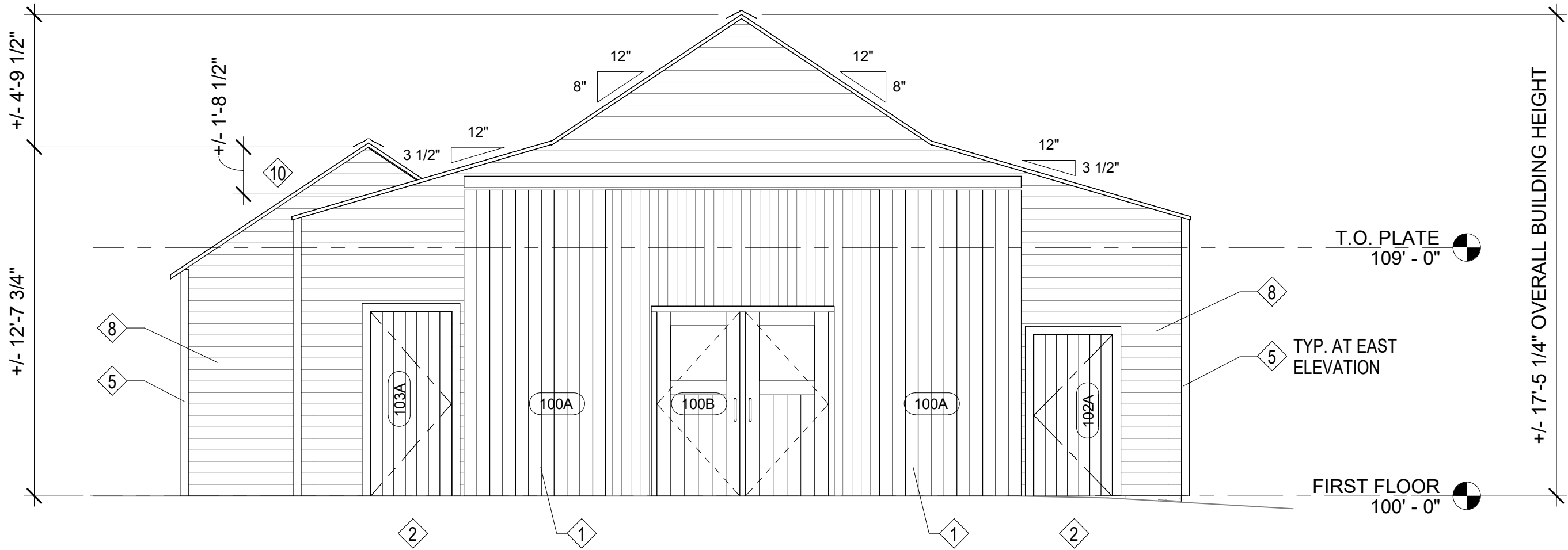
No.	Description	Date

Project Number 25-010
Date JULY 25, 2025
Drawn By JM
Checked By JR
Scale As indicated

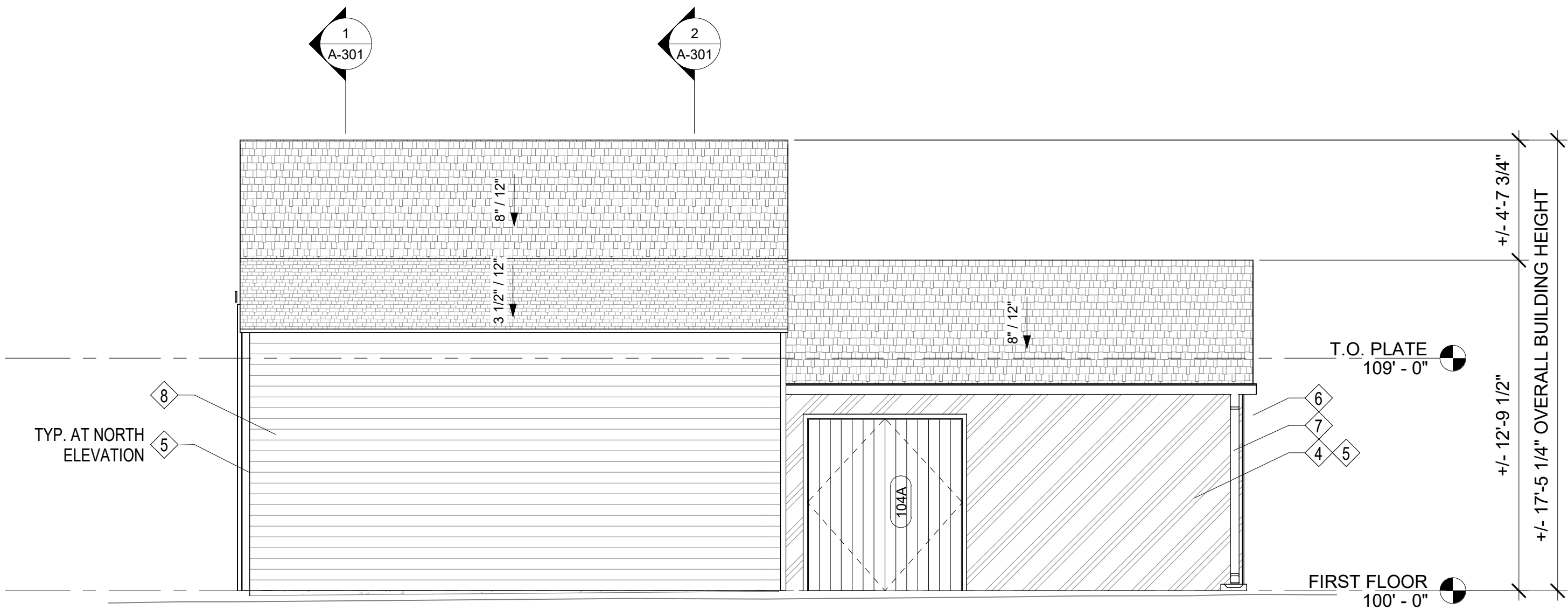
FLOOR PLAN

A-101





2 EAST EXTERIOR ELEVATION
1/4" = 1'-0"



1 NORTH EXTERIOR ELEVATION
1/4" = 1'-0"

ELEVATION NOTES:

GENERAL NOTES:

- NOT ALL KEYNOTES ARE USED ON ALL SHEETS. CONTRACTOR TO VERIFY IN FIELD ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
- NOTIFY ARCHITECT IF CONDITIONS IN FIELD DO NOT MATCH CONDITIONS SHOWN ON DRAWINGS.
- COORDINATE SITE ACCESS AND STAGING AREAS WITH OWNER PRIOR TO COMMENCEMENT OF WORK.

KEYNOTES

1. REHABILITATE SLIDING WOOD DOORS, FRAME, TRACK, AND HARDWARE.
2. REHABILITATE WOOD DOOR. INSTALL AS FIXED PANEL IN ORIGINAL OPENING.
3. REHABILITATE WOOD WINDOW. INSTALL PAINTED WOOD PANEL INSTEAD OF GLASS.
4. REPLACE WOOD SIDING & TRIM TO MATCH ORIGINAL MATERIALS. RE: PHOTO ON THIS SHEET.

EXTENT INDICATED WITH: 
5. PREPARE, PRIME, AND PAINT EXTERIOR WOOD TRIM AND SIDING.
6. INSTALL GUTTER. GUTTER PROFILE AND COLOR TO BE SELECTED AND APPROVED BY OWNER AND ARCHITECT.
7. INSTALL DOWNSPOUT AND SPLASHBLOCK. DOWNSPOUT PROFILE AND COLOR TO BE SELECTED AND APPROVED BY OWNER, AND ARCHITECT.
8. REINSTALL SALVAGED WOOD SIDING AND TRIM. ASSUME SALVAGED MATERIALS WILL BE ADEQUATE TO FINISH APPROXIMATELY 50% AT EXTERIOR. ASSUME REMAINING SIDING MATERIAL AND TRIM WILL BE NEW MATERIALS TO MATCH THE ORIGINAL HISTORIC MATERIALS. COORDINATE WITH OWNER AND ARCHITECT FOR LOCATIONS WHERE ORIGINAL MATERIALS ARE TO BE USED.
9. WOOD INFILL PANEL AT EXISTING OPENING.
10. EXISTING ROOF OFFSET TO BE REPLICATED ON NEW BUILDINGS, VERIFY IN FIELD PRIOR TO REMOVAL OF ALL ROOFING MATERIALS.



EXISTING BARN SIDING PHOTO

formworks
design group, LLC

P.O. Box 476
Eastlake, CO 80614
www.formworksgroup.com
303.598.6545

Schofield Farm Original
Barn & Brooder House
Rehabilitation

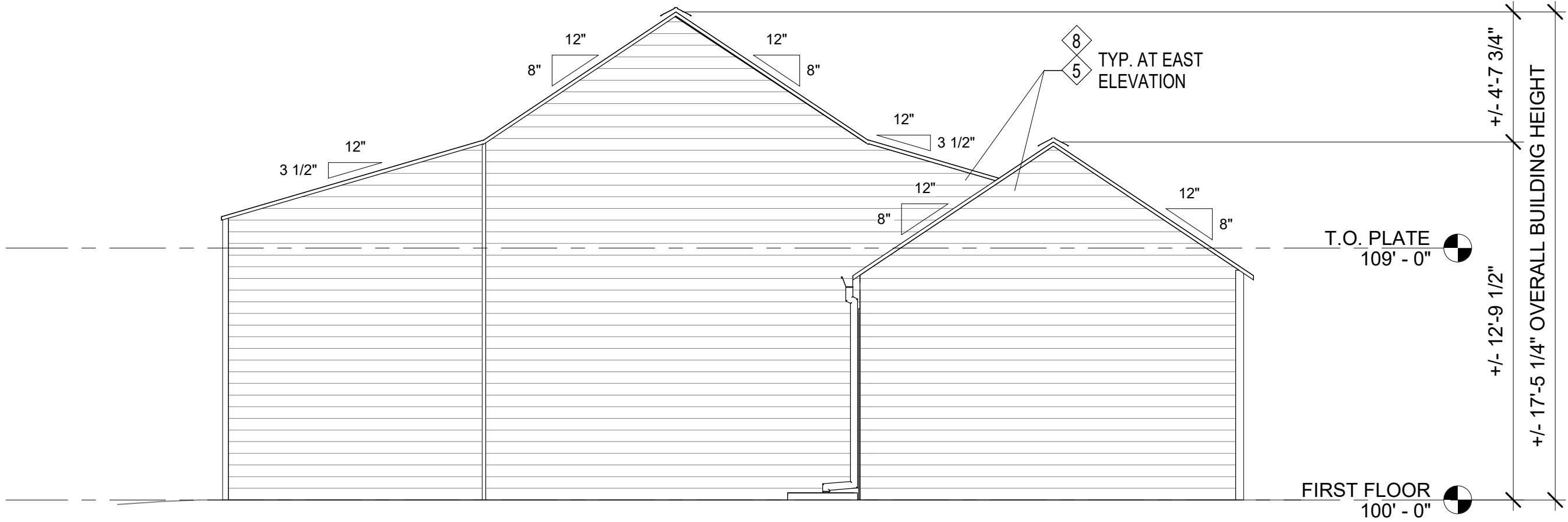
2203 NORTH 111TH STREET
ERIE, COLORADO 80516

No.	Description	Date

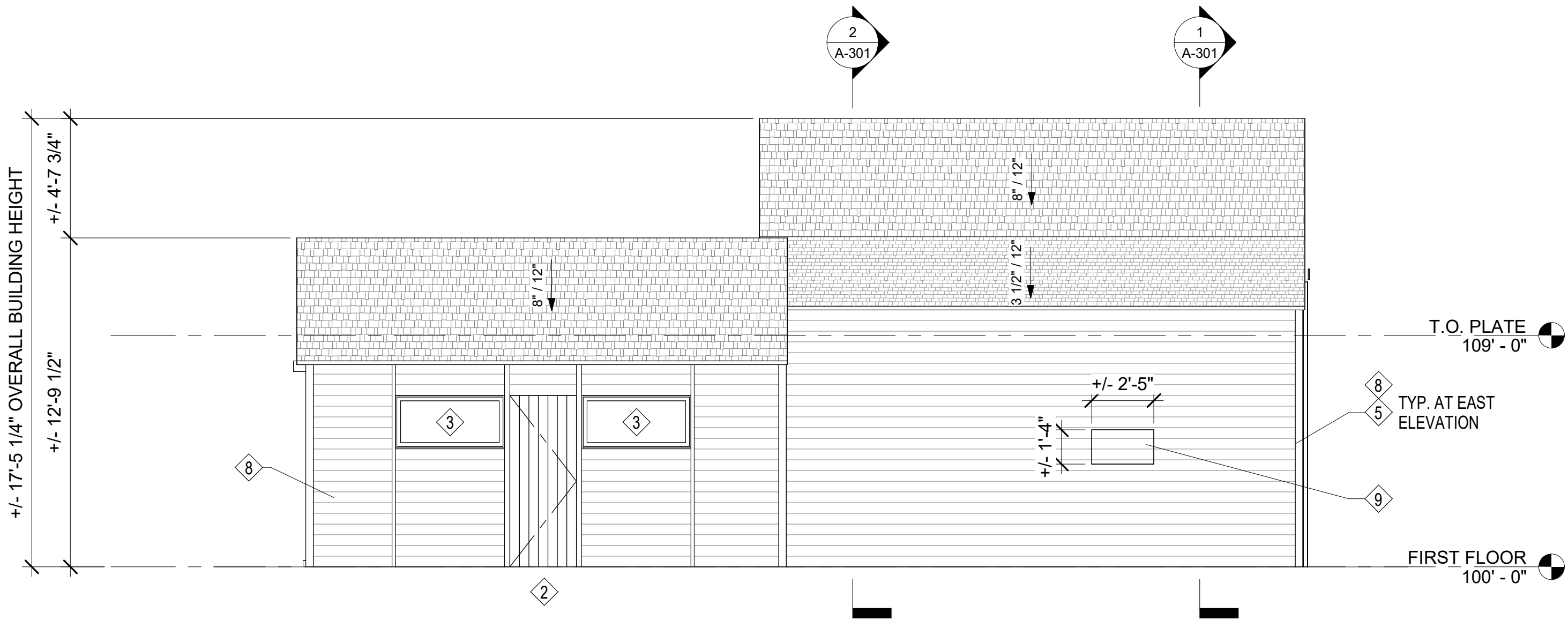
Project Number 25-010
Date JULY 25, 2025
Drawn By JM
Checked By JR
Scale 1/4" = 1'-0"

EXTERIOR ELEVATIONS

A-200



2 WEST EXTERIOR ELEVATION
1/4" = 1'-0"



1 SOUTH EXTERIOR ELEVATION
1/4" = 1'-0"

ELEVATION NOTES:

GENERAL NOTES:

- NOT ALL KEYNOTES ARE USED ON ALL SHEETS.
- CONTRACTOR TO VERIFY IN FIELD ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
- NOTIFY ARCHITECT IF CONDITIONS IN FIELD DO NOT MATCH CONDITIONS SHOWN ON DRAWINGS.
- COORDINATE SITE ACCESS AND STAGING AREAS WITH OWNER PRIOR TO COMMENCEMENT OF WORK.

KEYNOTES

1. REHABILITATE SLIDING WOOD DOORS, FRAME, TRACK, AND HARDWARE.
2. REHABILITATE WOOD DOOR. INSTALL AS FIXED PANEL IN ORIGINAL OPENING.
3. REHABILITATE WOOD WINDOW. INSTALL PAINTED WOOD PANEL INSTEAD OF GLASS.
4. REPLACE WOOD SIDING & TRIM TO MATCH ORIGINAL MATERIALS. RE: PHOTO ON THIS SHEET.
- EXTENT INDICATED WITH:
5. PREPARE, PRIME, AND PAINT EXTERIOR WOOD TRIM AND SIDING.
6. INSTALL GUTTER. GUTTER PROFILE AND COLOR TO BE SELECTED AND APPROVED BY OWNER AND ARCHITECT.
7. INSTALL DOWNSPOUT AND SPLASHBLOCK. DOWNSPOUT PROFILE AND COLOR TO BE SELECTED AND APPROVED BY OWNER, AND ARCHITECT.
8. REINSTALL SALVAGED WOOD SIDING AND TRIM. ASSUME SALVAGED MATERIALS WILL BE ADEQUATE TO FINISH APPROXIMATELY 50% AT EXTERIOR. ASSUME REMAINING SIDING MATERIAL AND TRIM WILL BE NEW MATERIALS TO MATCH THE ORIGINAL HISTORIC MATERIALS. COORDINATE WITH OWNER AND ARCHITECT FOR LOCATIONS WHERE ORIGINAL MATERIALS ARE TO BE USED.
9. WOOD INFILL PANEL AT EXISTING OPENING.
10. EXISTING ROOF OFFSET TO BE REPLICATED ON NEW BUILDINGS, VERIFY IN FIELD PRIOR TO REMOVAL OF ALL ROOFING MATERIALS.

formworks
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Schofield Farm Original
Barn & Brooder House
Rehabilitation

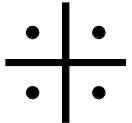
2203 NORTH 111TH STREET
ERIE, COLORADO 80516

No.	Description	Date

Project Number 25-010
Date JULY 25, 2025
Drawn By JM
Checked By JR
Scale 1/4" = 1'-0"

EXTERIOR ELEVATIONS

A-201





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-544, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement for North Water Treatment Facility Deep Well Injection Design with New IPT, Inc.

DEPARTMENT: Utilities

PRESENTER(S): Todd Fessenden, Utilities Director
Weston Ring, Utilities Project Manager

FISCAL SUMMARY:

Cost as Recommended:	\$864,311
Balance Available:	\$17,164,177.26
Fund	Water Fund
Line Item Number:	500-75-110-605000-257526
Budget Transfer:	\$1,200,000 from 500-75-110-605000-100365
New Appropriation Required:	No

POLICY ISSUES:

Funding for this facility is needed to ensure the Town has adequate treated water supply for the Town's projected growth.

STAFF RECOMMENDATION:

Approve the resolution

SUMMARY/KEY POINTS

- This resolution is to approve the contract with IPT/Halker for the design of a deep well injection system to dispose of reverse osmosis brine produced by the new north water treatment facility.
- Approval of this resolution is necessary to allow IPT/Halker to begin design and permitting work
- Approval of this resolution is necessary to avoid delaying this project, as well as the overall schedule for the North Water Treatment Facility

BACKGROUND OF SUBJECT MATTER:

The Town of Erie is currently designing a 6.6MGD North Water Treatment Facility with design consultants Burns and McDonnell. The facility is being designed with a Reverse Osmosis (RO) component due to the nature of the water quality in Boulder Creek. Traditional filtration techniques were insufficient to deal with water quality conditions and this process gives the Town flexibility with treatment of future water sources as they become available. This process creates concentrated brine, which requires disposal. Burns and McDonnell conducted an alternatives analysis and determined that disposal of the RO brine through deep well injection was the most feasible option for the Town to pursue.

The Town put out an RFP and received three proposals from qualified firms to complete the design of this project. The Town interviewed WSP and IPT/Halker and determined that IPT/Halker's local expertise and proven ability to design and construct these wells for other municipalities in the region set them apart as the clear preferred consultant. The Town staff strongly recommends contracting with IPT/Halker for the design of the deep well injection system.

This project was originally included as part of the North Water Treatment Facility Project. This transfer will reduce that project to fund this project. Staff is requesting approval of transferring \$1,200,000 from the North Water Treatment Facility project line to this new NWTF Deep Well Injection project line. Although this is a necessary part of the New Water Treatment Facility, whose available balance is shown, this portion has been identified as needing to be tracked separately through its own project code; thus the need for a transfer. No additional funds are needed.

The Deep Well Injection project is part of the portfolio of projects surrounding the NWTF, but we consider it to be substantially discreet enough for it to be a standalone entity. It is the only portion of the project that is not directly tied to treating raw water. The deep well is used for disposal of waste that will be the byproduct of other processes. Further, it is being designed and constructed by separate consultants and contractors. Therefore, we recommend creating a line item specifically for this project.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☐ Traffic & Road Infrastructure
- ☒ Growth & Development
- ☒ Water Cost & Availability
- ☐ Affordable & Diverse Housing
- ☒ Increased Commercial Development
- ☐ Responsible Oil & Gas Development
- ☐ Preservation of Open Space
- ☐ Recreation & Community Amenities
- ☐ Multi-Modal Focus

File #: 25-544, **Version:** 1

ATTACHMENT(S):

1. Resolution 25-
2. Agreement

**Town of Erie
Resolution No. 25-177**

**A Resolution of the Town Council of the Town of Erie Approving a
Professional Services Agreement for North Water Treatment
Facility Deep Well Injection Design with New IPT, Inc.**

Whereas, the Town requires the services of New IPT, Inc. for the North Water Treatment Facility deep well injection design.

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

Section 1. The Professional Services Agreement with New IPT, Inc. is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Design Services **(North Water Treatment Facility Deep Well Injection – P25-298)**

This Agreement for Design Services (the "Agreement") is made and entered into this ____ day of _____, 2025 (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 New IPT, Inc., an independent contractor with a principal place of business at 1707 Cole Blvd, #200, Golden, CO 80401 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires design services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required design services.

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

I. Scope of Services

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

B. A change or addition to the Services shall not be effective unless authorized as a duly executed amendment to this Agreement. If Consultant proceeds without such written and duly executed authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. *Term.* The term of this Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Services to the satisfaction of the Town, or until terminated as provided herein.

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

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

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

3. The Town shall pay Consultant for that portion of the Services properly executed prior to the date of the termination and, to the extent approved by the Town, actual cancellation charges or loss incurred by Consultant upon outstanding commitments or subcontracts that Consultant is unable to cancel, provided Consultant has proven reasonable efforts to divert the commitments to other activities. Within 60 days of the effective date of the termination, Consultant shall submit a claim to the Town, along with all supporting backup documentation and cost records substantiating the amounts claimed. Consultant shall not be entitled to lost profits or any other form of special or consequential damages, or any costs incurred due to Consultant's or any of its suppliers or subconsultants fault or failure to mitigate as a result of any such termination by the Town for convenience.

C. *Termination for Default.* If Consultant defaults in the timely and proper performance of any of Consultant's obligations under this Agreement, without prejudice to any other rights or remedies, the Town may terminate this Agreement or reassign all or any portion of the Services upon 30 days' written notice to Consultant. Upon termination, the Town shall pay Consultant for that portion of the Services previously authorized and satisfactorily completed prior to the date of the notice of termination, subject to any offset or other claim for damages suffered by the Town that are attributable to Consultant's default.

III. Compensation

In consideration for the completion of the Services by Consultant, the Town shall pay Consultant an amount not to exceed \$864,311, as further set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. Professional Responsibility

A. Consultant represents and warrants that it is qualified to assume the responsibilities and render the Services and has all requisite corporate authority and professional licenses in good standing, required by law. The work and Services performed

by Consultant shall be performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work or services in the applicable community. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, incidental services or materials, and other work furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors, omissions or deficiencies in its designs, drawings, specifications, reports, and other work that fails to maintain the level of skill and care that an ordinary prudent professional in the same or similar circumstances would maintain, or fails to conform to applicable law, and Consultant shall reimburse the Town for any costs, expenses, or other liabilities caused by or attributable to such errors, omissions or deficiencies.

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

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

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

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

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the work product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, 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. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

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

VIII. Indemnification

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor or subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor or subconsultant of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor or subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor or subconsultant of Consultant.

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

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this

Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Consultant

Signed by:

Brian Ervine

7CEB3744B1BC417...

Brian Ervine, Managing Director

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____ as _____ of New IPT, Inc.

My commission expires:

(Seal)

Notary Public

Exhibit A **Scope of Services**

1. Services. Consultant hereby agrees to and accepts responsibility to perform the following Services:

Project Management & Coordination

- Conduct regular project meetings with the Town of Erie and key stakeholders. (Wells Team & Facilities Team)
- Schedule project meetings, prepare meeting agenda and distribute meeting minutes.
- Develop and maintain a project schedule and budget. Periodically provide an update on schedule and budget performance.
- Coordinate with regulatory agencies, including EPA Region 8 and the State of Colorado.
- Provide when requested project updates in an editable format and/or Adobe Acrobat .PDF format and may include aerial photography, AutoCAD/digital planimetrics, digital photographs, as well as verbiage. Consultant shall also be ready when requested to prepare presentation materials including Power Point presentations to support project outreach and communications efforts.

Geological & Hydrogeological Evaluation

- Perform site-specific geologic studies, including core sampling and analysis of subsurface formations: Review of current geologic overview completed by Burns & McDonnell. Prepare geoprog including bottom-hole temperature and fracture gradient estimates from surface to total depth (TD) for drilling planning. Analysis and interpretation of the degree of fracturing and faulting in the Fountain Formation and implications of injectivity.
- Conduct petrophysical and reservoir modeling to assess injection capacity and formation properties.
- Identify and assess confining zones to protect underground sources of drinking water (USDWs).

Regulatory Compliance & Permitting

- Prepare and submit the Class I Underground Injection Control (UIC) permit application to EPA Region 8.
- Develop required permit attachments, including geological data, well construction details, and Area of Review (AOR) analysis.

Injection Facilities Design & Engineering

- Develop detailed well design schematics, including casing, cementing, tubing, and packer specifications.
- Develop detailed pump station design, including chemical systems, equipment selection, and installation.

- Coordinate with water treatment facility consultant for site civil design, piping, power supply, and control integration.
- Provide recommended materials that are compatible with brine composition and meet mechanical integrity requirements.
- Design for injection capacity and mitigate the need for multiple wells.

Testing & Monitoring Program

- Design pre-injection testing protocols, including petrophysical logs, fluid sampling, and step-rate and pressure fall-off tests to determine formation fracture pressure.
- Develop a comprehensive monitoring plan for continuous tracking of injection pressures, flow rates, annulus pressure, and fluid composition.
- Outline procedures for periodic mechanical integrity testing (MIT) and groundwater monitoring.

Construction Planning & Specifications

- Develop construction plans and specifications for well installation, including site preparation, and well pad design at 30%, 60%, 90% and 100% complete design milestones. (Well & Facility)
- Develop construction plans and specifications for pump station, including associated chemical and piping systems.
- Identify and specify specialized materials or equipment required.

Operational Planning

- Develop operational procedures for injection activities, including emergency response and contingency plans. (Well & Facility)
- Integrate monitoring and controls system with NWTF facility operations.
- Develop well plugging, abandonment, and site restoration plans.

Project Delivery

- Develop project delivery plan for selection and onboarding of a drilling contractor(s) and installation of the test well: Draft and send RFQs to vendors; Communication with Vendors; Review of quotes and build comparison document; Meeting with Town of Erie to review comparison document and make recommendations; Meetings with Critical Vendor(s); Final Award Meeting with Town of Erie and Award work; Track MSA progress (assumes MSA redlines/review/negotiations are performed by Town of Erie and time/costs estimated are based on standard MSA processes – if support scope exceeds initial assumptions, a supplemental request may be submitted). (Well & Facility)
- Develop approach to project management, communication and change control during test well installation, testing and operation.

Cost Estimation & Financial Assurance

- Provide a detailed cost estimate for well construction, testing, and long-term monitoring.

- Establish a target cost for well construction, testing, and long-term monitoring.
- Provide a process to track design decisions, schedule and on target costs for well construction, testing, and long-term monitoring.
- Provide a cost estimate and schedule for periodic well maintenance.
- Develop a financial assurance plan for well plugging, abandonment, and site restoration.

2. Deliverables. In performance of the duties described above, Consultant shall deliver the following items to the Town, during the timeframes established by the Town:

Documentation & Deliverables

- Submit detailed design drawings, engineering reports, and technical specifications. (Well & Facility)
- Provide permit documentation and regulatory correspondence (EPA, Weld County, CDPHE, SPCC, etc.). (Well & Facility)
- Deliver operational manuals, monitoring plans, and compliance reporting templates. (Well & Facility)
- It is anticipated that design Engineer will be required to prepare Record Drawings for the completed construction. Review the Town's Guidelines for record drawing preparation and submittal; prepare all design documents in a manner that will facilitate preparation and transfer to Town's GIS system. (Well & Facility)

Design Standards

- Prepare the design in conformance with the Town Engineering Standards and Specifications, they are on the Town website, as well as the Municipal Code, the Uniform Development code, and Town Storm Water Regulations. (Well & Facility)
- Prepare design and submit record documents in accordance with the Town of Erie User Guide Digital Record Drawing Submittal Requirements Index. (Well & Facility)
- Prepare a drainage report that addresses storm water and water quality requirements (Well & Facility)
- Analyze and address all stormwater and water quality requirements to ensure Project is compliant with the Town's Stormwater Quality Permit and MS4 Regulations. Consultant to determine the need/lack of need for a CDPHE-CDPS permit and the need/lack of need for water quality.

Environmental Permitting & Cultural/Historical Resources

- Evaluate environmental impacts and as required prepare documentation as necessary for EPA permit, Army Corps of Engineer permit and other regulatory permits.

Land Ownership, Easements & Permitting

- As needed, contact and coordinate utility locates with all utility providers within the Project area during design

- Conduct a regulatory analysis and prepare a matrix that identifies permits, licenses, agreements, and similar approvals required for design and construction of the Project and assist with necessary permitting as required by this Project. Such permitting may consist of working with local, state, and federal agencies. Necessary permits for this Project may include but not be limited to permits through the Colorado Department of Public Health and Environment (CDPHE), Weld County, and Town of Erie. (Well & Facility)
- Permits required to be obtained by the construction contractor will be referenced in the specifications.
- Coordinate and communicate with Weld County and schedule a preliminary conceptual meeting to determine the construction requirements (installation, restoration, etc.) and permitting schedule with the County, if any is needed.
- Coordinate with landowners and nearby ditch operators affected by easements and/or construction activities regarding review, installation, and restoration requirements. Nearby ditch operators may include but not be limited to the Boulder & Weld County Ditch Company.
- Coordinate with the Town of Erie for any necessary construction permitting required within the Town's limits. Coordinate with the different Town departments through the plan review process and meetings at 60% and 90% design. (Well)

Field Data Collection

- Gather available existing utility mapping from Burns & McDonnell for the construction area and review for conflicts with injection facilities and flowline individual utility companies and the Town for the construction area. Every attempt will be made to achieve SUE level B designation in accordance with ASCE 38-02 and SB 18-167. Utilities that are not field designated will be shown as mapped lines.
- Tie the topographical survey work to the Town's coordinate system.
- Utilize data from the topographical survey and utility company research and develop a utility testholing plan.
- Perform subsurface utility engineering (SUE) Level A locates of existing utilities that will be paralleled in proximity, crossed, or connected to by the proposed construction to determine their location, elevation, size, material, and alignment.
- Develop a Utility Testholing Report summarizing the findings. Utility mapping and coordination with existing utilities will be provided in this report in addition to the testholing results. This report will be provided to the town in PDF format.

3. Time. The Services shall commence on the effective date and are anticipated to be completed by: March 31, 2027.

Exhibit B

Compensation

As compensation for completion of the Services in compliance with this Agreement, the Town shall pay Consultant as follows:

1. Contractor shall utilize its fee proposal dated October 3, 2025, to format monthly invoices indicating the Tasks, hours expended, staff unit rates and cost expended.
2. Contractor shall adhere to the budgeted amounts for each category and task indicated in the proposal, and obtain prior approval from Town before reallocating budgets between scope category.
3. The budget allocation is summarized as follows:

Scope Category	Hours	Budget Allocation
1. Project Management & Coordination	362	\$ 82,352
2. Geological & Hydrogeological Evaluation	119	\$ 30,923
3. Regulatory Compliance & Permitting	213	\$ 56,648
4. Injection Facilities Design & Engineering	270	\$ 53,237
5. Testing & Monitoring Program	90	\$ 23,888
6. Construction Planning & Specifications	330	\$ 64,965
7. Operational Planning	167	\$ 36,482
8. Project Delivery Plan	323	\$ 78,674
9. Cost Estimation & Financial Assurance Plan	198	\$ 52,448
10. Documentation & Deliverable	675	\$125,063
11. Design Standards	657	\$124,454
12. Environmental Permitting & Cultural/Historical Resources	16	\$ 2,352

13. Land Ownership, Easements & Permitting	483	\$108,519
14. Field Data Collection	57	\$ 14,306
15. Misc. Expenses		\$10,000

Except as expressly provided in this Exhibit B, Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.), vehicle, mileage, or equipment costs.

Consultant may submit invoices to the Town no more frequently than once per month that itemize the Services completed since the last invoice. Consultant shall include in all invoices an itemization of the Services rendered and the hourly breakdown for all personnel and other charges, and supporting documentation as may be required by the Town. All invoices shall be paid within thirty (30) days of Town's receipt of the invoice.

The fees for the professional services under this Design Services Agreement are \$864,311. Included in the \$864,311 amount is an administrative recovery fee equal to 5% of fees for the administrative time and expenses incurred on this engagement. It will be separately stated on each invoice. Consultant may request reimbursement for reasonable and customary out-of-pocket expenses (including without limitation, travel-related expenses, mileage and postage) incurred in conjunction with performing the Services in excess of the Misc. Expenses line item and that Town shall determine, in its sole discretion whether the additional costs will be reimbursed. Any travel out of state will require Town approval.

Certificate Of Completion

Envelope Id: 4CA04C0F-2CA9-4297-9340-C4E2EC337D64

Status: Completed

Subject: Complete with Docusign: North Water Treatment Facility Deep Well Injection P25-298 Agreement.d...

Source Envelope:

Document Pages: 13

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Kris McDaniel

AutoNav: Enabled

645 Holbrook Street

Envelopeld Stamping: Enabled

P.O. Box 750

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Erie, CO 80516

krismc@erieco.gov

IP Address: 50.206.104.130

Record Tracking

Status: Original

Holder: Kris McDaniel

Location: DocuSign

10/17/2025 11:37:41 AM

krismc@erieco.gov

Signer Events

Brian Ervine

brian.ervine@iptwell.com

Managing Director

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Brian Ervine
7CEB3744B1BC417...

Signature Adoption: Pre-selected Style

Using IP Address: 96.78.23.209

Timestamp

Sent: 10/17/2025 12:00:24 PM

Viewed: 10/17/2025 1:16:28 PM

Signed: 10/17/2025 1:17:17 PM

Electronic Record and Signature Disclosure:

Accepted: 10/17/2025 1:16:28 PM

ID: 3336d411-bf4e-4049-ade1-0a332142b0b1

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

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10/17/2025 12:00:24 PM

Certified Delivered

Security Checked

10/17/2025 1:16:28 PM

Signing Complete

Security Checked

10/17/2025 1:17:17 PM

Completed

Security Checked

10/17/2025 1:17:17 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-299, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with WSB, LLC for the I-25 Interchange and Multimodal Study

DEPARTMENT: Public Works

PRESENTER(S): Miguel Aguilar, Principal Transportation Planner
David Pasic, Public Works Director

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

Cost as Recommended:	\$446,914
Balance Available:	\$446,914
Fund	General Fund
Line Item Number:	100-70-425-560120-257009
	100-70-425-560100-257009

New Appropriation Required: No

POLICY ISSUES:

The policy item is whether to expend budgeted funds on the selected consultant to perform work on the I-25 Interchange & Multimodal Study which is grant funded.

STAFF RECOMMENDATION:

Approve the Resolution.

SUMMARY/KEY POINTS

- Staff evaluated and selected a consultant to work on the I-25 Interchange & Multimodal Study. Council approval is needed.
- This is a grant funded project from the Denver Regional Council of Governments (DRCOG).

BACKGROUND OF SUBJECT MATTER:

In 2023, staff applied and was awarded grant funding from DRCOG to study the I-25 corridor

between Erie Parkway and CO 52, including the interchanges. This will inform CDOT and local municipalities of the impacts of local and regional growth on I-25, the two interchanges, and local roads immediately around this corridor. The study will analyze transit, economic growth, the natural environment, and parks & trails over the course of the next 40 years.

ATTACHMENT(S):

1. Resolution 25-166
2. WSB PSA

**Town of Erie
Resolution No. 25-166**

**A Resolution of the Town Council of the Town of Erie Approving a
Professional Services Agreement with WSB LLC for the I-25
Interchange and Multimodal Study**

Whereas, the Town Requires the services of WSB LLC for the I-25 Interchange Multimodal Study.

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

Section 1. The Professional Services Agreement with WSB LLC is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Professional Services

This Agreement for Professional Services (the "Agreement") is made and entered into this ____ day of _____, 2025 (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 WSB, LLC, an independent contractor with a principal place of business at 2000 South Colorado Boulevard, Tower One, Suite 11000, Denver, CO 80222 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

I. Scope of Services

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and known as:

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$446,914. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

E. Consultant shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims,

damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, 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. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

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

VIII. Indemnification

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this

Exhibit A Scope of Services

Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties:

Task 1 – Project Management

Consultant shall designate a Project Manager (the "Consultant PM"). The Consultant PM shall manage and track their project activities and hours. The PM shall coordinate with the Town Project Manager (the "Town PM") on a monthly basis. It may be necessary to have additional Consultant staff and Town staff during the monthly coordination meetings. If additional Consultant staff is attending, Consultant shall provide an agenda to Town staff for the meeting and identify what additional Consultant staff will be discussing, with the exception of the kick-off meeting. When additional Consultant staff has completed their purpose in the meeting that staff will exit the meeting. The Town PM and the Consultant PM shall schedule a kick-off meeting together after a contract is signed by all parties. During the kickoff meeting, the project schedule will be better defined and milestones set. This will provide an opportunity for solidifying approach and outcomes, discuss data needs, brainstorm concepts, and identify key public engagement activities. All bi-weekly update meetings are proposed to be virtual unless otherwise agreed by Consultant and the Town PM. Consultant shall work with the Town's Communications and Community Engagement ("CCE") Department to match the look and feel of the project's logo, plan name, and tagline with the Town's style guide and messaging. This project branding will be used for all communication material throughout the process to have an attractive and recognizable look in consistent messaging and format. Consultant shall solidify the community engagement approach. The Consultant PM shall provide monthly progress reports and invoices for billing. Contractor shall provide meeting minutes with next action items identified.

Task 2 – Existing Conditions

Consultant shall research and identify a baseline of conditions of the corridor including a 2-mile buffer around the corridor. Additionally, spatial data, socioeconomic, demographic and development trends shall be assessed. An assessment of the region's impact on this section of the I-25 corridor and interchanges shall be included in the existing conditions. Consultant shall provide an existing conditions report utilizing infographics and establishing baseline indicators. The report shall provide an overview of baseline conditions and define how those conditions influence the corridor, and shall contextualize data to relate directly to what stakeholders need to know about the state of the corridor over the next 20 years.

2.1 – Review of Regional and Local Plans

Consultant shall review the following:

- The Town of Erie Comprehensive Plan
- The Town of Erie Transportation & Mobility Plan
- The Town of Erie Gateway Development Plan
- The Town of Erie Corridor Analysis
- The Town of Erie Parks, Recreation, Open Space & Trails (PROST) Plan
- The Town of Frederick Comprehensive Plan
- The Town of Frederick Transportation Master Plan
- The City of Dacono Transportation Plan
- The City of Dacono Comprehensive Plan
- The City of Dacono I-25 Sub Area Master Plan
- The City of Dacono Parks, Trails and Outdoor Recreation Master Plan
- The City and County of Broomfield Transportation Master Plan
- The Colorado Department of Transportation (CDOT) North I-25 Environmental Impact Statement
- The CDOT CO 52 Planning & Environmental Linkage (PEL) Study

2.2 – Natural Resources and Environment

Consultant shall summarize and map natural hazard risks, oil and gas facilities, air and water quality, and resource management. Consultant shall incorporate the new data and information provided by the recently updated Hazard Mitigation Plans by Weld County. Consultant shall summarize and map all wildlife habitats, species, natural resources, and the natural environment within the study area. From this summary, Consultant shall provide Local, State, Federal regulations, restrictions, and impacts to the wildlife and environment.

2.3 – Parks, Recreation, Trails, and Open Space

Consultant shall provide an inventory of the parks, recreational facilities, trails, and open space and build on all Parks and Recreation master plans to identify projects and strategies that have yet to be completed.

2.4 – Economic Development

Consultant shall provide an overview of the economic conditions including without limitation commercial development, industrial development, freight impact, outdoor recreation, and entertainment.

2.5 – Transit

Consultant shall conduct a review of all existing transit services in and around the study area and research future transit plans to occur in the study area. Consultant shall research and understand the process and standards of the regional transit providers' operations.

2.6 – Traffic Data

Consultant shall review traffic volumes and vehicle type along the corridor, the interchanges and arterial roadways in the buffer area. Consultant shall provide a review of crashes in the study area and summarize crash types. Consultant shall coordinate with all agencies to collect existing traffic data to compile and analyze.

Task 3 – Public Outreach & Stakeholder Coordination

Consultant shall create a list of events including a schedule and talking points for the events. Events shall occur in all involved municipalities. All public outreach activities shall contribute to the development of the vision of the study area.

3.1 – Public Outreach Events

Consultant shall develop a public outreach list of events and schedule. Public Outreach events shall encompass a variety of events such as attending Town-hosted events, pop-up events (5 total), and conducting a survey with results.

3.2 – Transportation Workshop

Consultant shall host a transportation workshop to include the involved municipalities, the Regional Transportation District ("RTD"), the Denver Regional Council of Governments ("DRCOG"), and the Colorado Department of Transportation ("CDOT"). Consultant shall work with those larger agencies to understand their process to include this study in their plans.

3.3 – Stakeholder Meetings

Consultant shall host a variety of meetings with the involved municipalities including staff, boards, committees, coalitions, regional organizations, departments. These meetings will help inform the study. Consultant shall present a mid-project update and a final report to the Erie Town Council.

Task 4 – Modeling & Analysis

Consultant shall develop a model of the regional growth and traffic volumes.

4.1 – Regional Growth Projections & Timeline

Consultant shall collect and analyze traffic volumes and development plans that will impact the study area, including roadways in the buffer area. Consultant shall work with the Town/City Engineers and Planners to understand the occurring development and traffic impacts. Based on development plans and timelines, Consultant shall develop a comprehensive timeline of the stages of each development such as when development will be 25%, 50%, 75%, and 100% complete in the study area. The model shall show what growth looks like over the next 40 years.

4.2 – Corridor and Interchange Traffic Volumes

Based on development plans and timelines, Consultant shall develop a comprehensive timeline of the stages of development such as when development will be 25%, 50%, 75%, and 100% complete or when developments are completed based on milestone years (10-year increments)

and what traffic volumes will exist during each stage of development in the study area and at the 2 interchanges. The model shall show what traffic volumes will look like over the next 40 years. Consultant shall evaluate the current conditions and provide a timeline of when meters will be needed at the interchange on-ramps.

4.3 – I-25 Managed Lanes

CDOT is constructing managed lanes on I-25 from Fort Collins to Denver. The project is broken into segments for implementation. The study area is within Segment 4 which is the last segment to receive the managed lanes. Consultant shall evaluate the impact of the existing managed lanes on either side of the study area. Consultant shall evaluate when I-25's Segment 4 will reach its capacity without the managed lanes and provide a timeframe for when the managed lanes are to be constructed.

4.4 – Transit Ridership Projections

Consultant shall provide projections of transit ridership for the regional transit services from CDOT, RTD, and local municipalities.

Task 5 – Interchange Reconfiguration Scenarios

Consultant shall use the current interchange configurations and include the traffic volumes at the milestones of 10 years, 20 years, 30 years, and 40 years out. Consultant shall analyze and develop interchange reconfiguration scenarios of the two interchanges in the study area and identify a timeframe for when the interchanges shall be improved. These reconfigurations shall include, keeping the interchanges as (improved) diamond interchanges, converting them to diverging diamond interchanges, or converting to single point unified interchanges. Consultant shall analyze what additional ROW is needed for the improved or reconfigured interchanges.

Task 6 – Underpass/Overpass Analysis

Consultant shall analyze and evaluate a crossing, either underpass or overpass, for the RTD ROW, trail connections, and wildlife across I-25 through a general plan and elevation drawings of proposed over/underpass. A crossing for all three connections will be planned together and it is anticipated that the RTD ROW will be active in the future with a rail connection to RTD's N Line. Consultant shall identify the length and width of the underpass/overpass and locate the connections to the underpass/overpass from either side of I-25. Consultant shall provide a timeline for when the underpass/overpass shall be constructed based on development and growth, including anticipated construction costs for today's standards and inflated costs at the time of improvements to the underpass/overpass. Consultant shall provide 3-4 general graphic conceptual designs of what this will look like, including Open Bridge Model ("OBM") and general plan and elevation sheets for each alternative.

Task 7 – RTD ROW Improvement Needs and Transit Improvements

RTD owns a ROW that crosses I-25 just north of the Erie Parkway interchange. On either side of I-25 are RTD rails. Eastward the rails connect to the N Line's Colorado State Highway 7 Station in Thornton and toward the west the ROW passes through the heart of Erie. Consultant shall evaluate the conditions of the ROW and rails and determine what improvements are needed to bring the rails to operational conditions. This shall include new rails and replacement of any rails. This analysis shall include costs (today's costs and inflated costs at 40 years out) estimates to improve the rails and estimates to extend the N Line from the CO 7 Station in Thornton to the Gateway development in Erie. Based on regional transit plans, Consultant shall evaluate and provide scenarios for transit connections to the Gateway Transit Center from Erie Parkway and one from I-25. This shall include a conceptual design of a Transit Center at the Gateway development including a Park-n-Ride, bus bays, and amenities. Consultant shall develop high level representative service plan based on Erie population and forecasted or publicly available travel volumes, assuming four daily round trip trains extended from N Line service from CO 7 and Colorado Boulevard to determine potential ridership and potential operation and maintenance. Cost shall be representative, per mile, and comparative analysis of existing RTD ridership will be used. A capital improvements list shall be based on the representative existing conditions and proposed condition to meet RTD requirements, per miles cost, factored for various categories, track, signals, and at grade crossing improvements. Consultant shall assume one concept level exhibit for the Transit Center at the Gateway Development based on information gathered and analyzed within this task with one round of review.

Task 8 – Identifying Challenges, Obstacles, and Conflicts

Based on existing conditions and completed analysis, Consultant shall provide a Challenges, Obstacles, and Conflicts report summarizing the challenges, stating the obstacles, and identifying conflicts, on a variety of topics including without limitation the natural environment, local plans, regional plans, transit plans and operations, financial, social, economic, development, policies, and political.

Task 9 – Economic and Fiscal Impact

Based on the model results and development plans, Consultant shall develop an economic impact on the surrounding area and shall provide a fiscal analysis of the costs associated with the scenarios, improvements, development, and analysis for each of the milestone years. This shall include an economic and fiscal impact if there is a no build scenario. Consultant and the Town will identify the parcels for evaluation that could be impacted by the interchange or the transit center with analysis completed at a high level. Future land uses will be determined by the DRCOG model and the Town of Erie model, if available using land uses by all involved municipalities. Assumptions will be key data points for the Economic and Fiscal portion of this study.

Task 10 – Recommendations

Consultant shall forward all recommendations for improvements to CDOT, RTD, and DRCOG in anticipation of including this study in DRCOG and CDOT plans.

10.1 – Vision

Consultant shall create a vision for the study area based on public outreach events and all completed tasks. The vision will guide improvements for the study area.

10.2 – I-25 Improvements

Consultant shall outline and provide a set of recommendations of improvements for I-25 and when those improvements should occur. The recommendations shall include how to coordinate with CDOT, RTD, DRCOG, and regional municipalities and organizations to proceed. This shall include next steps and a financial outlook plan.

10.3 – Overpass/Underpass

Consultant shall provide scenarios for the overpass/underpass and a preferred scenario that works best combining the RTD ROW, a multiuse trail, and wildlife crossings, including a cost estimate.

10.4 – Interchange Improvements

Consultant shall provide scenarios for the two interchanges including an improved diamond, diverging diamond, or single point unified interchange including metering the on-ramps. These scenarios shall include cost estimates and a timeline of when improvements should occur, if any.

10.5 – Transit Opportunities

Consultant shall recommend transit improvements and identify opportunities with regional and local transit providers. Consultant shall provide a rendering of a transit center at the Gateway development and the preferred transit connections to the transit center.

10.6 – Multiuse Path & Wildlife Connections

Consultant shall provide recommendations for a multiuse trail and wildlife connections across I-25 and to/from surrounding development.

10.7 – Implementation Plan

Consultant shall provide an implementation plan outlining the improvements, when they should occur, and the fiscal impact. The implementation plan shall identify current funding opportunities, including anticipated funding contributions from all stakeholders. Cost estimates shall be at planning level order of magnitude (\$/sq. ft.).

Consultant's Deliverables

In performance of the duties described above, Consultant shall deliver the following items to the Town:

Task 1 – Project Management:

- Kickoff meeting agenda, materials, facilitation, and summary
- Project schedule and budget including key milestones and public engagement activities
- Roles and responsibilities
- Monthly progress reports
- Agendas for meeting with additional Consultant staff

Task 2 – Existing Conditions:

- Existing Conditions Report on task items listed
- Maps, data, GIS files, traffic volumes, transit ridership
- A mapped overview of development and roadway improvements

Task 3 – Public Outreach and Stakeholder Engagement:

- Stakeholder and Public Engagement Summary Report
- A total number of interactions with the public
- Materials used during all engagements
- Goals and outcomes of workshop and stakeholder meetings
- Survey and results

Task 4 – Modeling and Analysis:

- Modeling report on task items listed
- Maps, data, GIS files, traffic volumes, ridership projections
- Inputs used for model

Task 5 – Interchange Reconfiguration Scenario:

- Conceptual designs of interchanges
- Interchange/Bridge traffic volumes of each year milestone
- Report on ROW needed

Task 6 – Underpass/Overpass Analysis:

- Graphics/graphic designs for underpass/overpass
- Report on analysis of underpass/overpass

Task 7 – RTD ROW Improvement Needs & Transit Improvements:

- Transit report
- Projected transit ridership
- Inputs used for model
- Capital improvements and costs needed to connect RTD ROW
- Operation and maintenance costs for rail

Task 8 – Identifying Challenges, Obstacles, and Conflicts:

- Challenges, Obstacles, and Conflicts report
- Maps, GIS files

Task 9 – Economic and Fiscal Impacts:

- Economic and fiscal impact report
- Maps, GIS parcel data

Task 10 – Recommendations:

- Final Study/Report
- Recommendations for each task above
- Timeline of all recommendations
- Fiscal impact of recommendations including projected costs



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-567, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving the Intergovernmental Agreement with the City and County of Broomfield to Share Costs for the Preliminary and Environmental Engineering and Design of Colorado State Highway 7

DEPARTMENT: Public Works

PRESENTER(S): Miguel Aguilar, Principal Transportation Planner
David Pasic, Public Works Director

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

Cost as Recommended:	\$30,000
Fund	General Fund
Account Number:	100-70-425-576100-267003
New Appropriation Required:	Yes

POLICY ISSUES:

The policy issue is whether Council should approve Erie's participation in an Intergovernmental Agreement (IGA) and contribute matching funds along with the City and County of Broomfield for a grant to further the design and engineering of Colorado Highway 7.

STAFF RECOMMENDATION:

Staff recommend approving the IGA and commitment to providing matching funds with the City and County of Broomfield.

SUMMARY/KEY POINTS

- The Town of Erie and Broomfield agreed to share the matching funds for a Transportation Improvement Program grant facilitated through the Denver Regional Council of Governments and the Colorado Department of Transportation.
- Broomfield is the lead sponsor of the grant, and this is the agreement to pay Erie's share to Broomfield.
- The grant is to progress the design of CO 7 from County Line Road to Sheridan Parkway to

30% design.

- The Town of Erie is committing these funds for 2026.

BACKGROUND OF SUBJECT MATTER:

The Town of Erie, the City and County of Broomfield, and the Colorado Department of Transportation (CDOT) are collaborating to progress the improvements for State Highway 7 (CO 7) from County Line Road to Sheridan Parkway. Broomfield was awarded a grant for progressing the design of this section of CO 7 and the Town of Erie supports the project and agreed to financial commitments for the project.

ATTACHMENT(S):

1. Resolution 25-155
2. Intergovernmental Agreement

Intergovernmental Agreement

This Intergovernmental Agreement (the "Agreement") is made as of the ____ day of _____, 2025 (the "Effective Date"), by and between the City and County of Broomfield, a municipal corporation and county with an address of _____ ("Broomfield"), and the Town of Erie, a Colorado home rule municipal corporation with an address of P.O. Box 750, Erie, CO 80516 ("Erie") (each a "Party" and collectively the "Parties").

Whereas, the Parties are authorized by Article XIV, § (18)(2)(a) of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, to enter into contracts with one another for the performance of functions that they are authorized by law to perform on their own;

Whereas, the Parties are governmental entities, each with authority to build and maintain public roads and regulate traffic within their respective boundaries;

Whereas, the Parties desire to set forth their understanding relating to the Colorado State Highway 7 County Line to Sheridan project (the "Project"), which physically relates to proposed improvements to Colorado State Highway 7 in Broomfield and Erie;

Whereas, Broomfield was the applicant for federal Transportation Improvement Program ("TIP") funds through the Denver Regional Council of Governments ("DRCOG"), and the Colorado Department of Transportation ("CDOT") will be the lead for the Project and, Broomfield and CDOT have entered or will enter into an Intergovernmental Agreement regarding the Project;

Whereas, the Parties desire to enter into this Agreement to share costs for the preliminary and environmental engineering and design of Colorado State Highway 7.

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

1. **Term.** The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2028.
2. **Funding Obligations.** The Parties agree to provide non-federal funding in the amounts identified on the Funding Commitments chart attached hereto as **Exhibit A** and incorporated by this reference, solely for the Project. Erie shall provide the designated funding to Broomfield within 30 days of receipt of a request for the funded amount, email requests are sufficient for this purpose, and Broomfield shall use the funds solely for the Project.

3. 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 the City and County of Broomfield, Colorado.

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

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

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

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

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

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

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

i. *Governmental Immunity.* The Parties and their 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 Parties or their officers, attorneys or employees.

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

k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this

Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

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

**City and County of Broomfield,
a Colorado municipal corporation and county**

Guyleen Castriotta, Mayor

Attest:

Approved as to form:

City and County Clerk

City and County Attorney

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Exhibit A

Local (non-federal) share of funding by year of commitment:

Participant	2025	2026	Total Commitment
Town of Erie		\$30,000	\$ 30,000
City & County of Broomfield	\$30,000		\$ 30,000
Total			\$60,000



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-580, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Certifying that Money Received from the State Peace Officer Training and Support Fund Will be Used for a Permissible Purpose

DEPARTMENT: Police

PRESENTER(S): Lee Mathis, Chief

TIME ESTIMATE: 0 minutes

POLICY ISSUES:

Colorado Senate Bill 25-310 establishes the Peace Officer Training & Support Fund to assist local law enforcement agencies with recruitment, training, and retention of officers, and to provide a death benefit to the families of first responders killed in the line of duty. To receive money from the Fund, the Town must certify compliance with C.R.S. 24-33.5-122(3)(c).

STAFF RECOMMENDATION:

Approve resolution.

SUMMARY/KEY POINTS

- Provide a Resolution of the Town Council to allow money to be received from the Colorado Senate Bill 25-310 Peace Officer Training and Support fund.

BACKGROUND OF SUBJECT MATTER:

Proposition 130 shall be implemented through Colorado Senate Bill 25-310, establishing a State fund for Peace Officer Training and Support.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Maintain Public Safety and Community Confidence

ATTACHMENT(S):

1. Resolution 25-175

**Town of Erie
Resolution No. 25-175**

**A Resolution of the Town Council of the Town of Erie Certifying
that Money Received from the State Peace Officer Training and
Support Fund Will be Used for a Permissible Purpose**

Whereas, Colorado Senate Bill 25-310, which will be codified at C.R.S. § 24-33.5-122 and implements Proposition 130, establishes the Peace Officer Training and Support Fund to assist local law enforcement agencies with recruitment, training, and retention of officers, and to provide a death benefit to the families of first responders killed in the line of duty;

Whereas, to receive money from the Fund, C.R.S. § 24-33.5-122(3)(a)(III) requires the Town to certify that any funds received will be used in compliance with C.R.S. § 24-33.5-122(3)(c), including that the funds will be used solely for a permissible purpose and will supplement, rather than supplant, existing funding for that purpose;

Whereas, the Town understands that a permissible purpose means the initial and continuing education and training for peace officers and the compensation of peace officers; and

Whereas, the Town desires to submit a certification to the Colorado Department of Public Safety to receive money from the Fund at some time in the future.

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

Section 1. The Town hereby certifies that any money received from the Peace Officer Training and Support Fund pursuant to C.R.S. § 24-33.5-122 will be expended in accordance with the requirements of subsection (3)(c) of that section, including that the money will be used solely for a permissible purpose and will supplement, and not supplant, existing funding for that purpose.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-593, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to the Construction Contract with A&M Renovations LLC d/b/a Heritage Window Restoration for the Rehabilitation of the Schofield Barn

DEPARTMENT: Parks & Recreation

PRESENTER(S): Luke Bolinger, Director of Parks & Recreation

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

Cost as Recommended:	\$2,280,481
Balance Available:	\$6,551,371.17
Fund	Parks Improvement Impact Fund
Line Item Number:	320-50-110-605000-100200
New Appropriation Required:	No

POLICY ISSUES:

This expense continues to fund the rehabilitation of the Schofield barn in line with the recommendations of the Historic Structures Assessment and presents minimal policy concerns.

STAFF RECOMMENDATION:

Approve the Resolution to amend the Agreement.

SUMMARY/KEY POINTS

- This contract is over \$100,000 and therefore requires Council approval.
- The contract has been reviewed by the Town's legal counsel, and the amendment approval is vital to take advantage of current pricing.
- This contract will continue the rehabilitation of the barn at Schofield associated with the State Historical Fund grant award

BACKGROUND OF SUBJECT MATTER:

In September of this year, Council approved a resolution to approve a contract with A&M Renovations to begin the rehabilitation of the barn at Schofield. By approving a smaller amount in September, the Town was able to take advantage of the subcontractor's schedule to begin masonry work this fall versus waiting until spring of 2026.

While the Town originally anticipated beginning interior improvements next year, including mechanical, electrical, plumbing, structural upgrades, and ADA accessibility, recent discussions with the contractor revealed significant material cost increases expected by late November. Executing an amendment now will lock in current pricing for stored materials and save the Town money by avoiding those anticipated increases. The next scope of work includes:

- Demolition
 - Remove interior partition walls, salvage reusable materials, and excavate for new footings and slab installation.
- Concrete
 - Install new footings and basement slab, along with silo foundation components including slab, walls, pedestal, and gravel infill.
- Structural
 - Rehabilitate first-floor wood planking, add structural reinforcements, and create openings for stairs and the elevator. Install exterior steel stairs and a new silo doorway with jamb, gate, and railing.
- Roofing
 - Install structural insulated panels, new cedar shingles with underlayment and flashing, and gutters.
- Windows and Doors
 - Rehabilitate existing windows and doors, add two new exterior doors on the south elevation, and install new gable-level storefront windows.
- Exterior Rehabilitation
 - Rehabilitate exterior woodwork, add insulation, siding, and trim at the west gable, reconstruct the west hayloft door, install a new cupola, and paint all exterior wood surfaces.
- Plumbing
 - Install and connect underground plumbing, fire suppression flanges, and secure necessary permits.
- Elevator
 - Commission elevator shop drawings prior to shaft construction.

Built around 1905, the barn stands as the largest and most iconic structure on the property and will serve as a community event, meeting, and interpretive space. The improvements have been approved through the Town's Certificate of Appropriateness process and the State Historical Fund.

A&M Renovations will begin exterior work this year. Both Form+Works and A&M bring several years of experience on the Schofield project after earning selection through a competitive RFP process.

Original Contract Amount:	\$ 442,049
<u>1st Amendment:</u>	<u>\$2,280,481</u>
Total New Contract Amount	\$2,722,530

Once the ongoing site improvements reach a stable phase, staff will return with a final amendment for interior finishes to ensure timing aligns with available funding and avoids premature expenditures.

ATTACHMENT(S):

1. Resolution
2. Amendment
3. Original Contract

**Town of Erie
Resolution No. 25-184**

**A Resolution of the Town Council of the Town of Erie Approving a
First Amendment to the Construction Contract with A&M
Renovations LLC d/b/a Heritage Window Restoration for the
Rehabilitation of the Schofield Barn**

Whereas, on September 23, 2025, the Town and A&M Renovations LLC d/b/a/ Heritage Window Restoration entered into a Construction Contract for the rehabilitation of the Schofield Barn; and

Whereas, the Parties wish to amend the Construction Contract.

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

Section 1. The First Amendment to 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 First Amendment on behalf of the Town.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

First Amendment to Construction Contract Schofield Farm Barn Rehabilitation (PR-25-12)

This First Amendment to Construction Contract (the "First Amendment") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and A&M Renovations, LLC, a Colorado corporation with a principal place of business at 5800 E. 58th Avenue, Unit K, Commerce City, CO 80022 of "Contractor") (each a "Party" and collectively the "Parties").

Whereas, on September 23, 2025, the Parties entered into a Construction Contract (the "Contract"); and

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

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

1. Scope of Work. Section 2 of the Contract is hereby amended by the inclusion of additional scope of work as follows:

Demolition

- Remove interior partition walls, salvaging materials for possible re-use
- Remove basement concrete floor; excavate as require for new floor and footings
- Perform all other demolition work indicated on plans

Concrete

- Install new concrete footings and slab floor in basement
- Install new concrete foundation slab, foundation walls, pedestal, and upper slab in Silo, infilling Silo below grade with gravel
- Install shotcrete on interior face of Silo wall
- Install footings for exterior Silo Stairs
- Install concrete landing and stairs at Silo door
- Exclusions: mechanical enclosure foundation, stairs at Loafing Shed, concrete Landing other than that at Silo door

Masonry

- Reinforce and grout existing concrete block walls per structural plans
- Construct new elevator shaft

Structural

- Remove, rehabilitate, and reinstall wood plank floor on First Floor
- Install all wood and steel reinforcement inside Barn per structural plans
- Create floor openings in Barn for stairs and elevator shaft
- Install steel egress stairs exterior to Silo
- Create doorway in Silo at ground level; install steel jamb and gate
- Install steel railing at Silo landing
- Exclusions: Installation of Silo interior stairs, installation of Barn interior stairs, reconstruction of Loafing Shed, construction of mechanical enclosure

Roofing

- Install Structural Insulated Panels (SIPS) on roof
- Install new cedar shingle roof, to include all required underlayments and flashings
- Install new gutters

Windows and Doors

- Rehabilitate all existing windows, exterior doors, and barn doors
- Install 2 new exterior doors on south elevation
- Install new storefront windows on east and west elevations at gable level
- Exclusions: New interior doors, new storefront doors

Exterior Rehabilitation

- Rehabilitate all existing exterior woodwork
- At west gable, install new exterior insulation, siding, and trim
- Construct track system to render west hayloft door operable
- Construct and install new cupola on roof
- Paint all existing or new exterior woodwork

Electrical

- Maintain temporary construction power and lighting

Plumbing

- Install all underground plumbing
- Complete connections to plumbing utilities (brought to the building by others)
- Install flanges for fire suppression system

Elevator

- Commission elevator shop drawings prior to shaft construction

2. Contract Price. Section 5 of the Contract is hereby amended to increase the maximum amount of compensation to \$2,722,530 allocated as follows:

Original Contract Price:	\$ 442,049
1 st Amendment:	\$2,280,481
Total New Contract Price:	\$2,722,530

3. Except as expressly modified herein, the Contract shall remain in full force and effect.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

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 _____, 2025, by A&M Renovations, LLC.

My commission expires:

(Seal)

Notary Public

**Town of Erie
Resolution No. 25-145**

**A Resolution of the Town Council of the Town of Erie Approving a
Construction Contract with A&M Renovations LLC d/b/a Heritage
Window Restoration for the Rehabilitation of the Schofield Barn**

Whereas, the Town requires the services of A&M Renovations LLC d/b/a Heritage Window Restoration for the Rehabilitation of the Schofield Barn; and

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

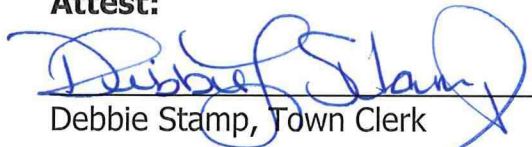
Section 1. The Construction Contract with A&M Renovations LLC d/b/a Heritage Window Restoration is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Contract on behalf of the Town.

Adopted this 23rd day September, 2025.



Andrew J. Moore, Mayor

Attest:



Debbie Stamp, Town Clerk



Construction Contract
(Schofield Farm - Barn Rehabilitation Project PR-25-12)

This Construction Contract (the "Contract") is made and entered into this 23rd day of September, 2025 (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").

Whereas, the Town has selected Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

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. Technical Specifications
- E. Construction Drawings
- F. Certificate of Insurance Verification
- G. Notice to Proceed
- H. Payment and Performance Bond
- I. Certificate of Final Payment
- J. 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 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 Schofield Farm Barn Rehabilitation Project.

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 180 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 for the successful completion and acceptance of the Work by the Town, subject to all of the terms and conditions of the Contract Documents, in an amount not to exceed \$442,049.

6. 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 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 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.

7. 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 shall be brought in Boulder County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this 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 and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Contract.

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.

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

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

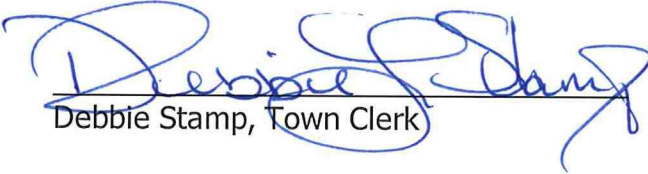
In Witness Whereof, this Construction Contract has been executed by the Parties as of the Effective Date.

Town of Erie, Colorado



Andrew J. Moore, Mayor

Attest:



Debbie Stamp, Town Clerk

Contractor

DocuSigned by:


17E54C84E514434...

State of Colorado)
County of _____) ss.

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



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-504, **Version:** 1

SUBJECT:

An Ordinance of the Town Council of the Town of Erie Approving the Purchase of Real Property from TI Residential, LLC and Approving the Associated Purchase and Sale Agreement

DEPARTMENT: Parks & Recreation

PRESENTER(S): Luke Bolinger, Director of Parks & Recreation

TIME ESTIMATE: 0 Minutes

FISCAL SUMMARY:

Cost as Recommended:	\$476,100
Balance Available:	\$7,431,020
Fund	Trails & Natural Areas Fund
Line Item Number:	210-50-110-604500-000000
New Appropriation Required:	Yes

POLICY ISSUES:

Consideration of the Town Council to appropriate and expend funds from the Trails, Natural Areas Fund (TNAF) to acquire this property and devote it to open space and trails.

STAFF RECOMMENDATION:

Approve the ordinance authorizing the purchase, authorize the Town Manager to execute the Purchase and Sale Agreement, and authorize staff to expend funds to acquire the property.

SUMMARY/KEY POINTS

- This item is before Council to consider approval of a Purchase and Sale Agreement for 31.74 acres of priority open space identified by OSTAB.
- Upon Council approval, staff will initiate a 45-day due diligence period, including environmental review, ALTA survey, and title examination, funded through TNAF.
- The negotiated purchase price of \$476,100 reflects a \$473,900 reduction from the appraised value of \$950,000, which the seller intends to treat as a charitable donation.

BACKGROUND OF SUBJECT MATTER:

Earlier this year, representatives of the property owner reached out to staff after receiving a courtesy open space inquiry letter sent annually by members of the Open Space & Trails Advisory Board (OSTAB). As part of OSTAB's annual work plan, a letter is sent to property owners in Erie's planning area indicating the Town's interest in purchasing and preserving land for open space. This property has long been identified by OSTAB and staff as a priority parcel due to its adjacency to existing open space and its potential to provide trail connectivity between the Wildrose, Erie Village, Kenosha Farm, and Canyon Creek neighborhoods.

The Town proposes to acquire 31.74 acres that, while once intended for development, has remained vacant due to subsidence risks from historic mining activity, which would make construction prohibitively expensive. The Town obtained an independent appraisal in May 2025 establishing the fair market value at \$950,000. The Town negotiated a purchase price of \$476,100, resulting in a \$473,900 reduction from appraised value. The Seller indicated its intent to treat that difference as a charitable donation to the Town. While this transaction generates significant financial benefit to the Town, staff have clarified that the Town will not provide tax advice or assume any responsibility for the Seller's tax treatment. If requested, the Town may provide a simple written acknowledgment of receipt consistent with standard practice.

If Council approves the Purchase and Sale Agreement, staff will begin a 45-day due diligence investigation of the property. This investigation will include, but not be limited to, an independent Phase I Environmental Survey, an ALTA survey, and a review of any title exceptions.

The use of TNACC funds requires a supporting recommendation by OSTAB. The potential purchase of this property was presented to OSTAB in executive session on June 30, 2025, and OSTAB supports the purchase and property donation as proposed.

The TNACC Fund has an available balance of \$7,431,020 to cover the appropriation of \$476,100 required for this acquisition.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☒ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☒ Well-Maintained Transportation Infrastructure
- ☒ Small Town Feel
- ☒ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☒ Fiscally Responsible

ATTACHMENT(S):

1. Ordinance
2. Purchase and Sale Agreement

3. Map

**Town of Erie
Ordinance No. 035-2025**

**An Ordinance of the Town Council of the Town of Erie Approving
the Purchase of Real Property from TI Residential, LLC and
Approving the Associated Purchase and Sale Agreement**

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

Whereas, the Town wishes to purchase the Property, subject to the terms of the Purchase and Sale Agreement attached hereto; and

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

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

Section 1. The Town Council hereby approves the Purchase and Sale Agreement in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Purchase and Sale Agreement on behalf of the Town.

Section 2. The Town Council hereby approves the purchase of the Property under the terms of the Purchase and Sale Agreement, and authorizes the Mayor and Town Manager to execute all documents necessary for the closing of such purchase, upon approval by the Town Attorney.

Section 3. 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 4. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

Section 5. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Purchase and Sale Agreement

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with a legal address of 645 Holbrook Street, Erie, CO 80516 (the "Town"), and TI Residential, LLC, with an address of 8678 Concord Center Drive, Suite 200, Englewood, CO 80112 ("Seller") (each a "Party" and collectively the "Parties").

Whereas, Seller owns the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

Whereas, the Town wishes to purchase the Property, including all water and mineral rights associated with the Property from Seller, and Seller wishes to sell the Property to the Town, pursuant to the terms set forth in this Agreement.

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

1. Conveyance. Pursuant to the terms and conditions of this Agreement, Seller agrees to convey, sell, transfer, and assign the Property, including all water and mineral rights associated with the Property, to the Town, and the Town agrees to purchase and accept the Property from Seller.
2. Earnest Money. Within 3 days of the Effective Date, the Town shall tender \$10,000 as earnest money (the "Earnest Money"), to be held by Fidelity National Title (the "Title Company") in an interest-bearing account. Any interest earned on the Earnest Money shall be credited to the Town at Closing. The Town shall deliver the Earnest Money to the Title Company within three days after the Effective Date. The Earnest Money is part of and included in the total purchase price.
3. Purchase Price. Subject to the terms, conditions, and provisions of this Agreement, the total purchase price for the Property is \$476,100, which amount is inclusive of all consideration to be paid for Seller's conveyance to the Town of the Property (the "Purchase Price"). The Purchase Price is to be paid by the Town at closing, in funds which comply with applicable Colorado law, including electronic transfer funds, certified check, or cashier's check, as directed by Seller.
4. Inspection. The Town shall have 45 days from the Effective Date to complete its physical and financial inspection and due diligence investigation of the Property and investigate the title thereof (the "Inspection Period"). During the Inspection Period, the Town and its agents, consultants and representatives shall have the right to enter the Property to conduct inspections and analyses regarding the Property and its suitability for the Town's intended purposes. During the Inspection Period, Seller shall provide to the Town copies of all deeds and other documents affecting ownership of the Property. The Town shall hold harmless Seller for any property damage or personal injuries resulting

10/27/2025

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from any entry by the Town onto the Property. Seller shall not make any physical alteration to, or transfer, convey or otherwise encumber any interest in the Property at any time from the Effective Date until Closing.

5. Termination. If on or before the expiration of the Inspection Period the Town gives Seller written notice setting forth the Town's dissatisfaction with the Property or any characteristic thereof, in the Town's sole discretion, for any reason whatsoever, then this Agreement shall terminate, the Earnest Money, if any, shall be returned to the Town and both Parties shall be relieved from any further liability hereunder.

6. Closing.

a. The Closing shall occur within 14 days after completion of the Inspection Period at Fidelity National Title Insurance Company (the "Closing Company") at a time that is mutually acceptable to the Parties.

b. Seller shall pay real property taxes and assessments on that portion of the Property conveyed to the Town in fee, if any, through the date of Closing. Other costs of Closing shall be borne by the Town.

c. At Closing, Seller shall deliver to the Town a special warranty deed, subject only to statutory exceptions, executed and acknowledged by Seller, conveying good and marketable fee simple title to the Property.

d. At Closing, the Town shall deliver to the Closing Company the Purchase Price plus all closing costs, and such other documents as may be required hereunder or reasonably required by Seller or the Closing Company.

7. Possession. Possession of the Property shall be delivered to the Town at Closing.

8. Seller's Representations and Warranties. Seller hereby represents and warrants that the following statements are now, and will be as of the Closing date, true and correct, to the best of Seller's knowledge:

a. Seller has the full right, power, and authority to transfer and convey the Property, as provided in this Agreement, and to carry out Seller's obligations under the Agreement, and that Seller is a corporation, partnership, limited partnership, limited liability company, or other entity validly existing and in good standing under the laws of the State of Colorado.

b. Seller has not: commenced a voluntary case, or had entered against it a petition, for relief under Title 11 U.S.C., as amended (the "Bankruptcy Code") or any similar petition, order, or decree under any federal or State law or statute relative to bankruptcy, insolvency, or other relief for debtors; caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, State, or foreign judicial or non-judicial proceeding, to hold,

administer, and liquidate all or substantially all of its property; or made an assignment for the benefit of creditors.

c. There is no action, suit or proceeding pending, or to the best of Seller's knowledge, threatened, against or otherwise affecting Seller or the Property in any court of law or equity, or before any governmental authority, in which an adverse decision might materially impair Seller's ability to perform its obligations under this Agreement.

d. There is no pending or threatened condemnation or similar proceeding affecting the Property.

e. The Property is being conveyed free and clear of all service contracts, agreements, leases, and other occupancy rights.

f. Seller has not received any notice of any violations of any applicable law related to the Property.

g. Seller is not aware of any special assessments to be levied against the Property after its acquisition by the Town.

9. Condition of Property. The Town understands that it is purchasing the Property in its existing condition, "as is". Except for those warranties expressly set forth in this Agreement, Seller makes no warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever. Without limiting the generality of the preceding sentence, Seller acknowledges and agrees that neither Seller, nor anyone acting for or on behalf of Seller, makes or has made any statements, promises, warranties or representations, either express or implied, with respect to the absence or presence of any hazardous substance, material or condition affecting the Property, the soil condition, geologic condition or other physical aspect of the Property or the accuracy or completeness of any reports or information pertaining to such matters.

10. Subject to Approval. The Parties hereby acknowledge and agree that the sale of the Property is expressly contingent on approval by the Erie Town Council by legislative action at a public meeting. The Town shall not incur any liability whatsoever if the sale of this Property is not approved by Town Council.

11. Remedies.

a. *Seller's Remedies.* If the Closing does not occur by reason of a breach of the Town, Seller shall have the right to terminate this Agreement by written notice to the Town and retain the Earnest Money, which shall be Seller's exclusive remedy.

b. *Town's Remedies.* If the Closing does not occur by reason of a breach of Seller, and the Town has complied with the terms of this Agreement, the Town may terminate this Agreement by written notice to Seller and the Earnest Money shall be refunded to the Town. In addition, the Town shall have all remedies available by law or

equity for such breach, including specific performance. The Town also retains the right to acquire the Property pursuant to its eminent domain authority.

12. Land Donation. The Parties acknowledge that the appraised fair market value of the Property, as determined by CBRE in May 2025, is \$950,000. The agreed-upon Purchase Price under this Agreement is \$476,100. Seller may, at its sole discretion, treat the difference of \$473,900 as a charitable donation to the Town. The Town makes no representation or warranty regarding the tax treatment or deductibility of such donation and shall not be responsible for providing tax advice. The Town will reasonably cooperate with the Seller by executing I.R.S. Form 8283 and any related forms required by the Colorado Department of Revenue, provided that the Town shall not incur any additional liability or out of pocket expense as a result thereof, and Seller shall indemnify and hold the Town harmless from any such additional expense or liability.

13. Miscellaneous.

a. *Entire Agreement.* This Agreement contains the entire agreement of the Parties. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the Parties.

b. *Agreement Binding.* This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

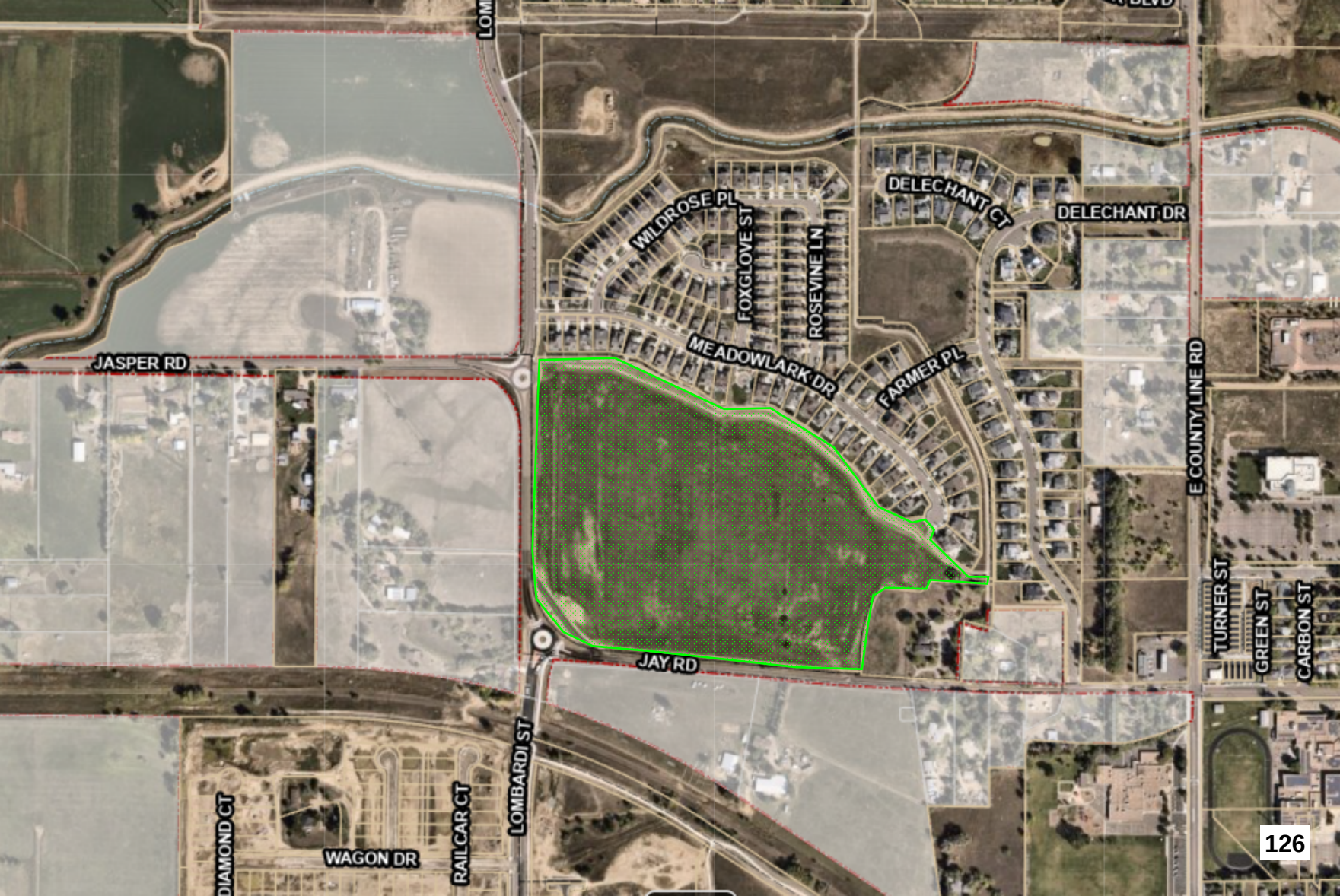
c. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

d. *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.

e. *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.

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

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



JASPER RD

LOMBARDI ST

WIL DROSE PL

FOXGLOVE ST

ROSEVINE LN

DELECHANT CT

DELECHANT DR

MEADOWLARK DR

FARMER PL

E COUNTY LINE RD

JAY RD

LOMBARDI ST

DIAMOND CT

WAGON DR

RAILCAR CT

TURNER ST

GREEN ST

CARBON ST



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-588, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a Seventh Amendment to the Lease Agreement with Vector Air Management, LLC

DEPARTMENT: Public Works

PRESENTER(S): Todd Fessenden, Utilities Director

FISCAL SUMMARY:

Cost as Recommended:	\$21,000 (revenue)
Fund	Airport Fund
Line Item Number:	530-00-000-481060-000000

POLICY ISSUES:

The current lease agreement with Vector Air to operate the airport expires on Dec. 31, 2025. In keeping with the Town Finance Purchasing Policy, we need to have a valid contract with any contractor and therefore would like to amend the existing lease agreement to extend it through June 30, 2026.

STAFF RECOMMENDATION:

Approve the Resolution amending the agreement.

SUMMARY/KEY POINTS

- Current lease expires on Dec. 31, 2025
- This extension will allow continued negotiations

BACKGROUND OF SUBJECT MATTER:

On April 28, 2023, the Town of Erie entered a contract with ABS Aviation Consultancy, Inc dba Airport Business Solutions (ABS) to review the existing management and Fixed Base Operations (FBO) services agreements between the Town and Vector Air. Based on ABS's recommendations, Town staff negotiated a proposed Management Agreement to separate the airport management and FBO into two independent agreements - one for airport management and one for FBO services. Staff is still in negotiations with Vector Air for the FBO Agreement.

Staff engaged Business Aviation Group (BA) and sub-consultant Airside FBO to assist in developing

lease rates and property values. Staff also engaged legal counsel Kaplan Kirsch LLP (KK) to work with Town staff and BA to draft an FBO Agreement, as well as provide specialized aviation legal support. Staff sent the draft FBO Agreement to Vector Air on Aug. 23, and in recent discussions, Vector has requested reasonable changes for which staff asked them to provide additional support documentation. Staff believe such changes warrant additional discussion with Council.

This amendment allows Vector Air to operate the FBO and occupy the building through June 2026 as we work through final negotiations and allows the Town to continue receiving \$3,500 per month in rent.

Staff requests this amendment to allow time to complete negotiations, obtain guidance from Council and ultimately bring a final draft forward for Council consideration.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☒ Traffic & Road Infrastructure
- ☐ Growth & Development
- ☐ Water Cost & Availability
- ☐ Affordable & Diverse Housing
- ☐ Increased Commercial Development
- ☐ Responsible Oil & Gas Development
- ☐ Preservation of Open Space
- ☒ Recreation & Community Amenities
- ☒ Multi-Modal Focus

ATTACHMENT(S):

1. Resolution 25-178
2. Seventh Amendment
3. Lease Agreement 12/12/2023

**Town of Erie
Resolution No. 25-178**

**A Resolution of the Town Council of the Town of Erie Approving a
Seventh Amendment to the Lease Agreement with Vector Air
Management, LLC**

Whereas, on December 12, 2023, the Town entered into a Lease Agreement with Vector Air Management LLC.; and

Whereas, on March 26, 2024, June 25, 2024, September 24, 2024, December 10, 2024, March 11, 2025, and June 10, 2025, the parties amended the Lease Agreement, and wish to amend the Agreement again.

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

Section 1. The Seventh Amendment to the Lease Agreement 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 Seventh Amendment on behalf of the Town.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Seventh Amendment to Lease Agreement

This Seventh Amendment to Lease Agreement (the "Amendment") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Vector Air Management, LLC, a Colorado limited liability company with a principal place of business at 395 Airport Drive, Erie, CO 80516 ("Lessee") (each a "Party" and collectively the "Parties").

Whereas, the Town is the owner and operator of the Erie Municipal Airport, more particularly described in **Exhibit A**, attached and incorporated by this reference (the "Airport");

Whereas, on December 12, 2023, the Parties entered into a Lease Agreement for the Airport;

Whereas, on March 26, 2024, the Parties amended the Lease Agreement to extend the term (the "First Amendment");

Whereas, on June 25, 2024, the Parties amended the Lease Agreement to extend the term (the "Second Amendment");

Whereas, on September 24, 2024, the Parties amended the Lease Agreement to extend the term (the "Third Amendment");

Whereas, on December 10, 2024, the Parties amended the Lease Agreement to extend the term (the "Fourth Amendment");

Whereas, on March 11, 2025, the Parties amended the Lease Agreement to extend the term (the "Fifth Amendment");

Whereas, on June 10, 2025, the Parties amended the Lease Agreement to extend the term (the "Sixth Amendment"); and

Whereas, the Parties wish to amend the Lease Agreement again to extend the term.

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

1. The term of the Lease Agreement shall be extended through June 30, 2026.
2. All other provisions of the Lease Agreement shall remain in full force and effect as written.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Lessee

DocuSigned by:

0B9FF46A3D3648F...

Jason Hurd

State of Colorado)
) ss.
County of _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____, 2025, by _____ as _____ of Vector Air Management, LLC.

My Commission expires:

(Seal)

Notary Public

Certificate Of Completion

Envelope Id: 37F96DDC-3701-4ECD-8E0A-D6F0D15FD1B6

Status: Completed

Subject: Complete with Docusign: Vector Air Management - 7th Amendment to Lease Agreement 11-04-25.pdf

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Kris McDaniel

AutoNav: Enabled

645 Holbrook Street

Envelopeld Stamping: Enabled

P.O. Box 750

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Erie, CO 80516

krismc@erieco.gov

IP Address: 50.206.104.130

Record Tracking

Status: Original

Holder: Kris McDaniel

Location: DocuSign

10/17/2025 2:20:52 PM

krismc@erieco.gov

Signer Events

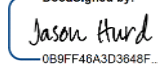
Jason Hurd

jason@vectorair.net

Managing Member

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

0B9FF46A3D3648F...

Signature Adoption: Pre-selected Style

Using IP Address: 98.53.146.136

Timestamp

Sent: 10/17/2025 2:26:52 PM

Resent: 10/22/2025 11:17:45 AM

Viewed: 10/22/2025 12:38:21 PM

Signed: 10/22/2025 12:38:42 PM

Electronic Record and Signature Disclosure:

Accepted: 10/27/2020 10:50:52 AM

ID: aae5462f-222b-40a7-a1bd-b7763cbb1afa

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

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10/17/2025 2:26:53 PM

Certified Delivered

Security Checked

10/22/2025 12:38:21 PM

Signing Complete

Security Checked

10/22/2025 12:38:42 PM

Completed

Security Checked

10/22/2025 12:38:42 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

Lease Agreement

This Lease Agreement (the "Agreement") is made and entered into this 12th day of December, 2023 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Vector Air Management, LLC, a Colorado limited liability company with a principal place of business at 395 Airport Drive, Erie, CO 80516 ("Lessee") (each a "Party" and collectively the "Parties").

Whereas, the Town is the owner and operator of the Erie Municipal Airport, more particularly described in **Exhibit A**, attached and incorporated by this reference (the "Airport");

Whereas, on July 1, 2011, the Parties executed a Management and Operating Agreement for the Erie Municipal Airport which Original Agreement was amended in 2011, 2016 and 2017 (collectively the "Original Agreement");

Whereas, the Parties wish to enter into this Agreement and terminate the Original Agreement; and

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

1. Property. The Town owns the building and real property located at 395 Airport Drive, Erie, Colorado (the "Property"). Subject to the provisions of this Agreement, the Town hereby leases the Property to Lessee. Lessee has inspected the physical condition of the Property and receives the Property in "as is" condition. The Town makes no representations or warranties with respect to the condition of the Property or its fitness for any particular use, and the Town shall not be liable to Lessee for any latent or patent defect on the Property.

2. Term. The term of this Agreement shall commence on January 1, 2024 and continue through March 31, 2024 (the "Term").

3. Rent and Security Deposit.

a. Lessee shall pay to the Town rent in the amount of \$3,500 per month, which shall be due and payable on the first day of each month.

b. There shall be no security deposit.

4. Use and Occupancy.

a. *Use Limitations*. Lessee shall use the Property for office purposes. Lessee shall not permit the Property to be used for any illegal purpose and will not perform any

act that may be a nuisance, annoyance, or inconvenience to the Town or any other lessee of the Property.

b. *Alteration of Property.* Lessee shall not, without the prior written consent of the Town, make any alterations, improvements, or additions to the Property, including without limitation partitions, wall coverings, floor coverings and special lighting installations.

c. *Hazardous Materials and Substances.* Lessee shall at all times comply with all applicable laws, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to, without limitation, the following: 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; the protection of human health, safety or the indoor or outdoor environment; all applicable environmental statutes of the State of Colorado; and all federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

d. *Maintenance.* Lessee shall keep and maintain the Property in a sanitary condition and comply with all fire, safety, health, environmental, building, zoning, anti-discrimination and all other laws regulating the use of the Property now or hereafter in force.

e. *Conduct.* Lessee shall not cause or permit any disorderly conduct, noise or nuisance upon or about the Property which may annoy or disturb other tenants located in the Property or persons on adjacent property.

f. *Damage.* If any part of the Property is damaged or destroyed through the intentional act, negligence, carelessness or abuse of or by Lessee, Lessee's agents, employees, contractors, or invitees, the cost of all necessary repairs and replacements shall be paid by Lessee to the Town on demand.

g. *Covenant of Quiet Enjoyment.* The Town covenants that Lessee shall enjoy quiet and undisturbed possession of the Property during the term period and any subsequent renewal term, subject to the terms and conditions of this lease.

h. *Entry and Inspection by the Town.* The Town and the Town's agents and employees shall have the right to enter the Property at all reasonable times for the purpose of examination or inspection, and to make such alterations, repairs, improvements or additions to the Property as the Town deems necessary or desirable.

i. *Abandonment of Personal Property.* If Lessee abandons, vacates or surrenders the Property or is dispossessed by process of law or otherwise, then any

personal property belonging to Lessee and left on the Property shall be deemed abandoned.

j. *Signage.* Lessee shall have the right to install signs upon the Property with prior written approval by the Town and subject to any applicable governmental law, ordinances, regulations, and other requirements. Lessee shall remove all such signs at the termination of this Agreement. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Property, and Lessee shall repair any injury or defacement, caused by such installation and/or removal. Lessee shall not place or display political or election signs, banners, posters, or endorsements for any political or election cause, candidate, or party anywhere on the Property without prior written consent of the Town.

k. *Utilities.* Lessee shall pay for cost of all utilities and services, of every kind and nature, used on the Property. Service shall be designated in the name of the Lessee as of the Effective Date. Lessee shall pay for such costs directly. With regard to any costs which the Town must pay on Tenant's behalf, such costs shall be paid by Lessee to the Town as incurred and shall be considered as additional rent. The Town shall in no event be liable for any interruption or failure of utility services on the Property. Lessee agrees to pay promptly for all such utilities and services and to indemnify and hold harmless the Town from any and all claims for payments of the utilities and services for which Lessee has sole responsibility.

5. Default.

a. *Event of Default.* The failure by Lessee to comply with any provision of this Agreement shall constitute a default of this Agreement.

b. *Remedies.* Upon a default, the Town may re-enter and take possession of the Property. In addition, the Town may take any action at law or in equity to enforce performance of any obligation of Lessee under this Agreement. The Town's remedies shall be cumulative, and the exercise of one remedy shall not prevent the exercise of any other available remedy.

c. *Attorney Fees and Costs.* If the Town brings suit to enforce any provision of this Agreement or for recovery of the Property, the Town shall be entitled to all costs incurred in connection with such action, including reasonable attorney fees.

6. Indemnification. Lessee agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement.

7. Insurance.

a. *Coverages.* Throughout the term of this Agreement, Lessee shall maintain, at its sole cost and expense, the following insurance:

i. Comprehensive broad form general public liability insurance in common use for with extended coverage endorsement protecting the Town and Lessee and covering the Property and Lessee's use thereof against claims for personal injury, death and property damage occurring upon, in or about the Property, such insurance to afford protection to a limit of not less than \$2,000,000 combined single limit.

ii. Workers' compensation insurance as required by law.

b. *Form.* All policies shall be issued by solvent insurance companies licensed to do business in Colorado. The commercial policy shall be written as a primary policy, which does not contribute to and is not in excess of coverage carried by the Town. 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 a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain 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 Lessee. Lessee shall be solely responsible for any deductible losses under any policy.

8. Miscellaneous.

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

b. *Severability.* If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.

c. *Governing Law and Venue.* This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and any legal action arising out of this Agreement shall be brought in Weld County, Colorado.

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

e. *Successors.* This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives, administrators, executors and devisees.

f. *Assignment and Subletting.* Lessee shall not assign this Agreement or sublet any portion of the Property without the prior written consent of the Town. Any such assignment or subletting without the Town's consent shall be void.

g. *No Waiver.* A failure of a Party to enforce any term of this Agreement shall not be deemed to be a waiver of any other term of this Agreement.

h. *Subordination.* This Agreement is and shall be subordinate to all existing and future liens and encumbrances against the Property.

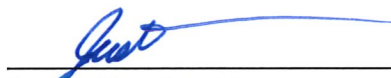
i. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

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

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

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

Town of Erie, Colorado


Justin Brooks, Mayor

Attest:


Debbie Stamp, Town Clerk

Lessee

DocuSigned by:
Jason Hurd
0B9FF46A3D3648F...

State of Colorado)
) ss.
County of _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____, 2023, by _____ as _____ of Vector Air Management, LLC.

My Commission expires:

(Seal)

Notary Public



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-586, **Version:** 1

SUBJECT:

Municipal Court and Town Prosecutor Annual Update

DEPARTMENT: Administrative Operations

PRESENTER(S): Amanda Bailhache, Municipal Judge
Danielle Trujillo, Court Administrator
Katie Ramirez, Deputy Court Administrator

TIME ESTIMATE: 20 minutes

FISCAL SUMMARY:

N/A

POLICY ISSUES:

This item is informational in nature and requires no policy decisions from Council.

STAFF RECOMMENDATION:

Informational only.

SUMMARY/KEY POINTS

The Municipal Judge and court staff will present the Municipal Court's annual update and be available to answer any questions.

BACKGROUND OF SUBJECT MATTER:

Pursuant to section 8.03 of the Town's Home Rule Charter, the Municipal Judge shall formally report to Town Council at least once annually.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☐ Traffic & Road Infrastructure
- ☐ Growth & Development
- ☐ Water Cost & Availability
- ☐ Affordable & Diverse Housing

File #: 25-586, **Version:** 1

- ☐ Increased Commercial Development
- ☐ Responsible Oil & Gas Development
- ☐ Preservation of Open Space
- ☐ Recreation & Community Amenities
- ☐ Multi-Modal Focus

ATTACHMENT(S):

1. Municipal Court Presentation

Erie Municipal Court

Town Council

Amanda Bailhache, Municipal Judge

Danielle Trujillo, Court Administrator

Katie Ramirez, Deputy Court Administrator

Nov. 4, 2025

Municipal Judge

Amanda Bailhache

- Appointed in April 2025
- Town's Liquor Licensing Authority
- Colorado Municipal Judges Association (CMJA) President



Assistant Judge

David Thrower

- We will request Council approve additional Assistant Judges in 2026

Court Staff

What are we working on?

- Assist court users
- Prepare court docket and schedule (2 days per month)
- Maintain and release court records
- Process court orders
- Administrative support for the Judge
- Legal Assistant to the Prosecutor (contact victims, provide discovery, issue subpoenas)
- Warrants



Professional Development

- Colorado Association for Municipal Court Administration (CAMCA)
- Institute for Court Management, Certified Court Manager designations completed and in progress



Erie Municipal Court in the Community and Beyond

Judge Bailhache and court staff are actively working in the justice system across Colorado through our associations with:

- Colorado Association for Municipal Court Administration (Secretary)
- Colorado Municipal League (2025 annual conference speaker)
- Colorado Access To Justice Commission (volunteer)
- Colorado Municipal Judges Association (President)
- 17th Judicial District Criminal Justice Coordinating Council

Additional Court Participants

Court Appointed Counsel

- Office of the Alternate Defense Counsel (OADC) Municipal Court Program
- Evaluates for independence and competence
- Follow Chief Justice Directives for payment, part of Municipal Court budget

Town Prosecutor

- Contract with Ausmus Law Firm



Town Prosecutor's Annual Update

The Ausmus Law Firm has served as the Prosecuting Attorneys for the Town of Erie for the past several years. We continue to work closely with and receive valuable support from the court staff and police department of the Town of Erie.

Our firm will continue to respect the constitutional and legal rights of everyone appearing in municipal court within our ethical and legal obligations.

Our law firm is honored to be a part of such a dedicated team.



Quick 2025 Stats

Cases Filed	2024	2025 as of October 1
Total Cases	873	816
# of juvenile cases	137	127

Most common violations: speeding, careless driving, underage possession/consumption of alcohol, underage possession of marijuana, damage to property

	Cases in Collections	Cases with an active warrant
2025 cases	6	5
Total	166	39

Largest Docket Size	# of trials held	Case closure rate
67 cases	3	106%

2025 and Beyond

2025 Updates

- Hiring and onboarding Municipal Judge
- Appearance via Zoom by request
- Move to Town Hall
- Procedural updates and meetings with stakeholders (Town Prosecutor, Police Department, Planning & Development)

Looking Forward

- Scheduled Jury Trials
- Livestreaming
- Customer Satisfaction Survey
- Paperless Operations



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-584, **Version:** 1

SUBJECT:

Public Hearing: A Resolution of the Town Council of the Town of Erie Organizing the Erie Sports Business Improvement District, Describing its Boundaries and Service Area, Establishing a Board of Directors, and Approving the 2025 and 2026 Operating Plan and Budget

DEPARTMENT: Economic Development
Finance

Planning & Development

PRESENTER(S): Jack Hill, Business Development Specialist
Lockie Woods, URA Development & Accounting Analyst
Harry Brennan, Senior Planner
Zachary P. White, Petitioner
Michal Bosma, Petitioner

TIME ESTIMATE: 30 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

The formation of the Erie Sports Business Improvement District (BID) has no direct fiscal impact on the Town. All financing, construction, and maintenance of public improvements within the district will be funded through BID revenues, assessments, and bonding, with no financial obligation or debt liability to the Town. The Town's role is limited to administrative oversight and annual review of the BID's operating plan and budget.

POLICY ISSUES:

Approving the Erie Sports Business Improvement District (BID) formalizes a financing and governance structure for public improvements associated with the Erie Indoor Sports Complex. This follows the Town's adopted Economic Incentive Policy (May 2025), which allows BIDs as a special financing tool to support destination development projects.

STAFF RECOMMENDATION:

Approve the Resolution organizing the Erie Sports Business Improvement District, describing its boundaries and service area, appointing the initial Board of Directors, and approving the 2025 and 2026 Operating Plan and Budget.

SUMMARY/KEY POINTS

- The Town received a Petition on Sept. 18, 2025, to organize the Erie Sports Business Improvement District under the Colorado BID Act.
- The Town Council adopted Resolution 25-170 on Oct. 14, 2025, setting the Nov. 4 public hearing and authorizing public notice.
- The BID will finance \$6.1 million in public improvements for the Erie Indoor Sports Complex and related commercial sites through district revenues and bonding authority.

BACKGROUND OF SUBJECT MATTER:

The Erie Sports Complex is a 36.11-acre destination sports and commercial development featuring three outdoor soccer fields, four indoor courts, and seven commercial pad sites, available for sale. The Town approved the Final Plat and Development Agreement for the project on Dec. 10, 2024 (Resolution 24-179).

On Sept. 18, 2025, ESC, LLC submitted a petition to form the Erie Sports BID to finance and manage public improvements for the project. The petition meets all requirements under the Business Improvement District Act. The Town Council subsequently approved Resolution 25-170 to set the Nov. 4, 2025 public hearing and authorized publication and mailed notice.

The 2025-2026 Operating Plan outlines the BID's governance and financing structure, including:

- Five-member board appointed by Town Council.
- Estimated \$6,096,339 in public improvements (streets, drainage, water, sewer, landscaping).
- Maximum debt authorization of \$7,620,000 with 50-mill debt service and 10-mill operations and maintenance caps.
- Developer advance of \$45,000 for initial administrative expenses.

Approving Resolution 25-176 will organize the Erie Sports Business Improvement District as a political subdivision of the State of Colorado, adopt the Operating Plan and Budget, and authorize the BID to proceed with financing and construction of public improvements consistent with the Town's Economic Incentive Policy (May 2025).

ATTACHMENT(S):

1. Resolution 25-176
2. Staff Presentation
3. Applicant Presentation
4. Petition for Organization of the Erie Indoor Sports BID
5. 2025-2026 BID Operating Plan and Budget
6. Notice of Public Hearing 2025.10.22
7. Erie Indoor Sports Final Plat
8. Erie Indoor Sports Development Agreement

**Town of Erie
Resolution No. 25-176**

**A Resolution of the Town Council of the Town of Erie Organizing
the Erie Sports Business Improvement District, Describing its
Boundaries and Service Area, Establishing a Board of Directors,
and Approving the 2025 and 2026 Operating Plan and Budget**

Whereas, a petition (the "Petition") for the organization of the Erie Sports Business Improvement District (the "District") was filed with the Town Clerk on September 18, 2025;

Whereas, the Town Council fixed by order the time and place for a hearing on the Petition; and

Whereas, on October 14, 2025, the Town Council held a properly-noticed public hearing on the Petition.

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

Section 1. The Town Council hereby finds and determines as follows:

A. Petitioners are the owners of real or personal property in the service area of the District having a valuation for assessment of not less than 50% of the valuation for assessment of all real and personal property in the service area of the District and which comprises at least 50% of the acreage in the boundaries of the District.

B. The signatures of the Petitioners are genuine.

C. The Petition was accompanied by a cash deposit sufficient to cover all expenses connected with the proceedings in case the organization of the District is not effected.

D. The corporate name of the District is "Erie Sports Business Improvement District."

E. The legal boundary and service area of the District is described in **Exhibit A**, attached hereto and incorporated herein. Pursuant to C.R.S. § 31-25-1208(3), if at any time the tax classification of territory within the service area is changed from residential or agricultural to any other classification, such shall no longer be excluded from the boundaries of the District.

F. The property within the boundaries and the service area of the District are located within the boundaries of the Town and therefore, the Town has jurisdiction to organize the District.

G. None of the taxable real or personal property to be included in the boundaries of the District is classified for property tax purposes as either residential or agricultural.

H. No property included in the boundaries of the District is within the boundaries of another business improvement district authorized under Title 31, C.R.S.

I. All of property within the service area of the District is a location hereby designated for new business or commercial development pursuant to C.R.S. § 31-25-1203(10).

J. The Petition was duly signed and presented in conformity with Part 12, Article 25, Title 31, Colorado Revised Statutes, the allegations of the Petition are true, and the types of services or improvements to be provided by the proposed District are those services or improvements which best satisfy the purposes set forth in such part 12.

Section 2. The Town Council hereby declares the District organized. The District shall be a quasi-municipal corporation and political subdivision of the state with all powers and responsibilities thereof.

Section 3. Pursuant to Section 31-25-1209(1)(b), the Town Council hereby establishes the Board of Directors of 5 members and hereby appoints directors named in the 2025 and 2026 Operating Plan to serve as the initial members of the Board of Directors. Members of the Board of Directors serve at the pleasure of the Town Council. Any subsequent members of the Board of Directors shall be appointed by resolution of the Town Council. The Board of Directors shall carry out the responsibilities required of such Board of Directors by the Business Improvement District Act, any Operating Plan and budget, and all other applicable ordinances and laws.

Section 4. In accordance with C.R.S. § 31-25-1211, the 2025 and 2026 Operating Plan and 2025 and 2026 Budget are hereby approved in the form attached hereto. If the District amends its 2025 and 2026 Operating Plan or 2026 and 2026 Budget, the amendment must be approved by the Town Council. Beginning in 2026 (for use in 2027), an annual Operating Plan and preliminary budget will be submitted to the Town Council on or before September 30th of each year.

Adopted this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Exhibit A

District Boundaries and Service Area

Legal Description

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30 TO BEAR NORTH 00°39'55" WEST, A DISTANCE OF 2673.73 FEET BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "T1N R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN MONUMENT BOX, "T1N R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST CORNER OF SECTION 30, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 30;
THENCE ALONG SAID WEST LINE, SOUTH 00°39'55" EAST, A DISTANCE OF 40.00 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°57'04" EAST, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING;

THENCE ALONG A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30, NORTH 89°57'04" EAST, A DISTANCE OF 1210.21 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30;
THENCE ALONG SAID EAST LINE, SOUTH 01°10'59" EAST, A DISTANCE OF 1290.57 FEET TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 30;
THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, SOUTH 89°39'18" WEST, A DISTANCE OF 1221.82 FEET;
THENCE ALONG A LINE LYING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, NORTH 00°39'55" WEST, A DISTANCE OF 1296.71 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,572,934 SQ. FT., OR 36.11 ACRES, MORE OR LESS.

ERIE SPORTS COMPLEX SUBDIVISION PRELIMINARY PLAT A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

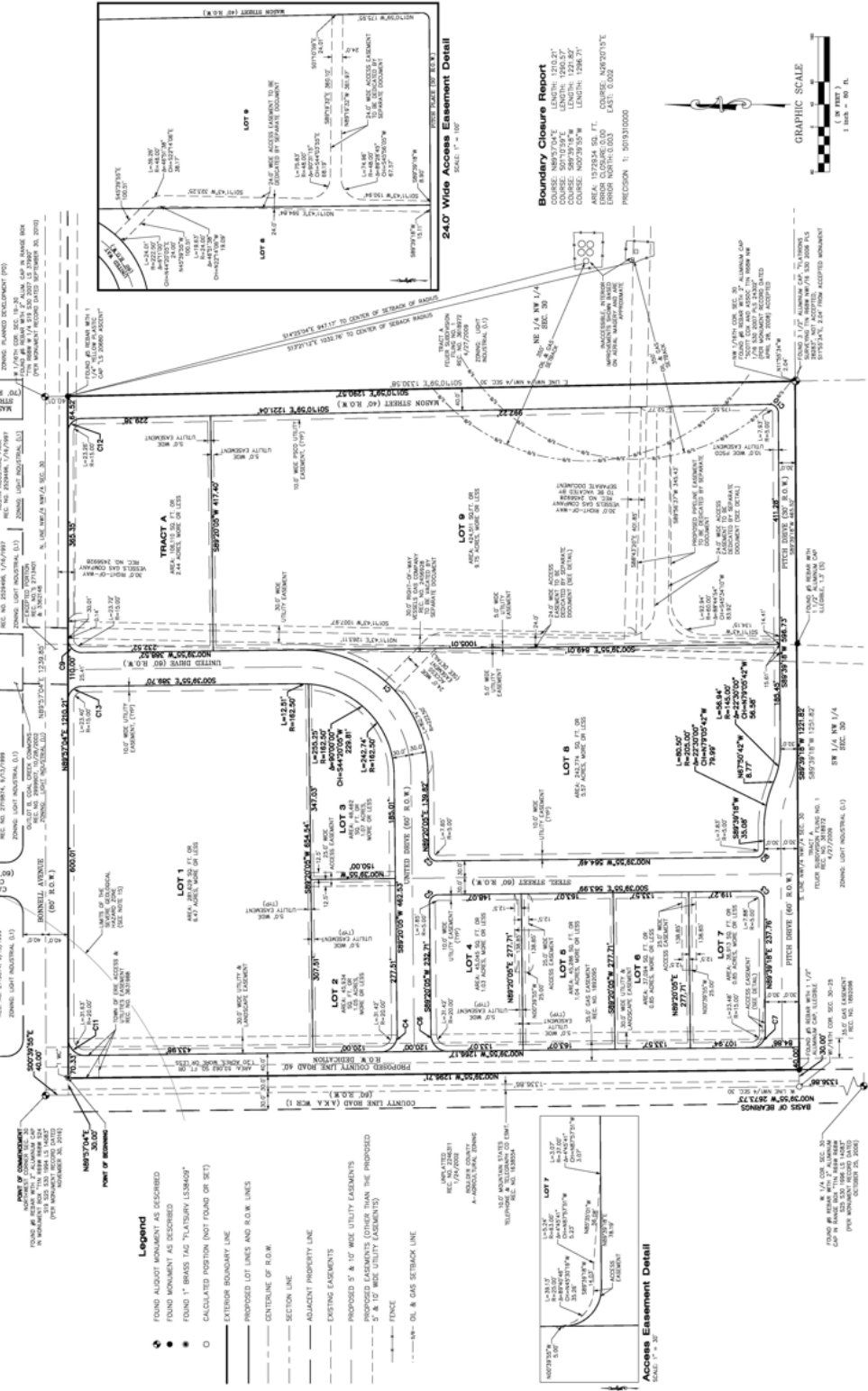
SHEET 2 OF 2
 36.11 ACRES - 9 LOTS/1 TRACT
 PP-001368-2021

Flatiron, Inc.
 Land Surveying Services
 1000 14th Street, Suite 100
 Boulder, CO 80502
 (303) 443-9000
 www.flatironinc.com

ERIE SPORTS COMPLEX SUBDIVISION
 PRELIMINARY PLAT

REVISION

NO.	DATE	DESCRIPTION
1	10/27/2021	PRELIMINARY PLAT
2	10/27/2021	REVISION
3	10/27/2021	REVISION
4	10/27/2021	REVISION
5	10/27/2021	REVISION
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Public Hearing: Resolution 25-176

Organizing the Erie Sports Business Improvement District

Erie Town Council

Jack Hill, Business Development Specialist

Lockie Woods, URA Development & Accounting Analyst

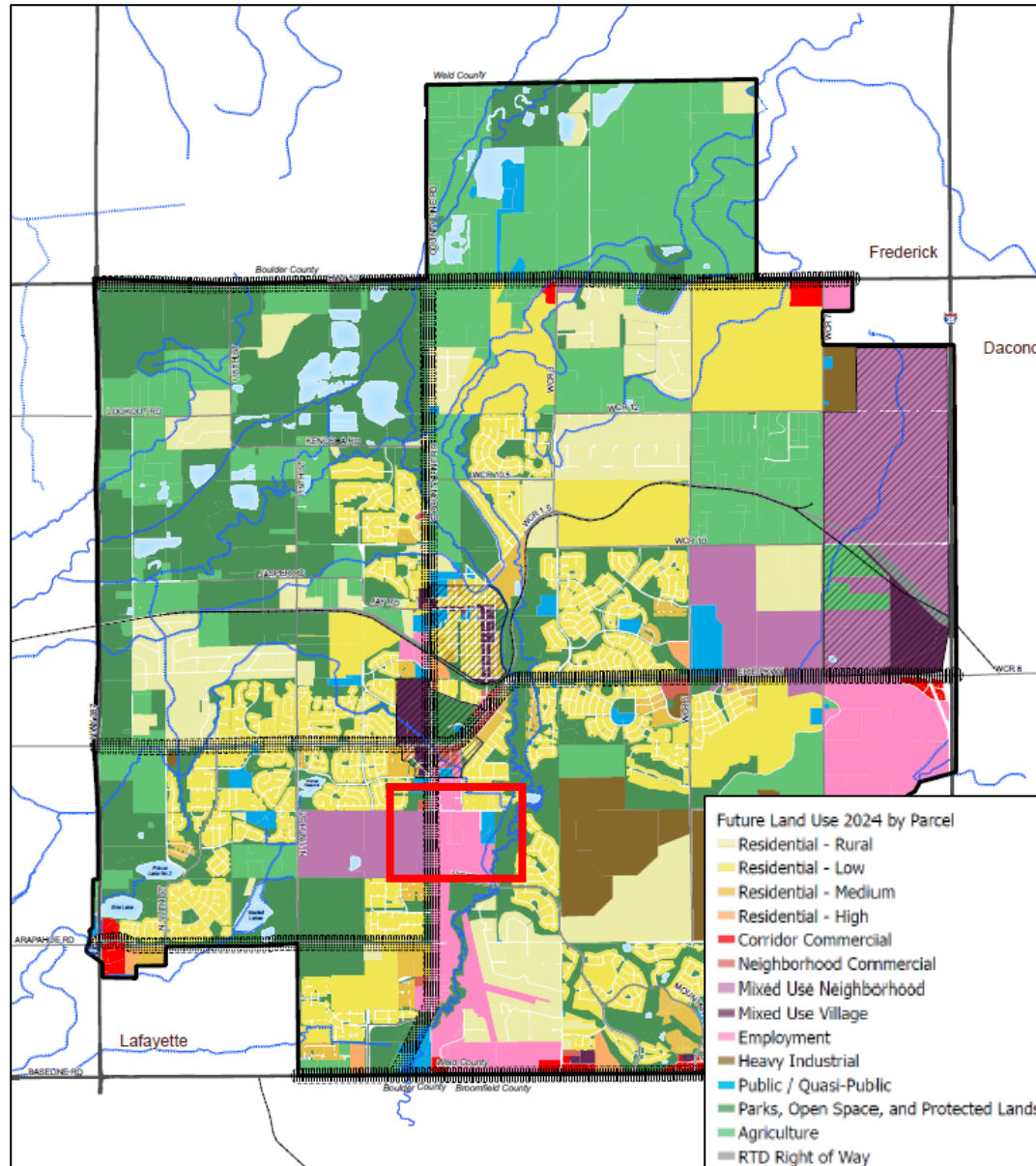
Harry Brennan, Senior Planner

November 4, 2025

Presentation Overview

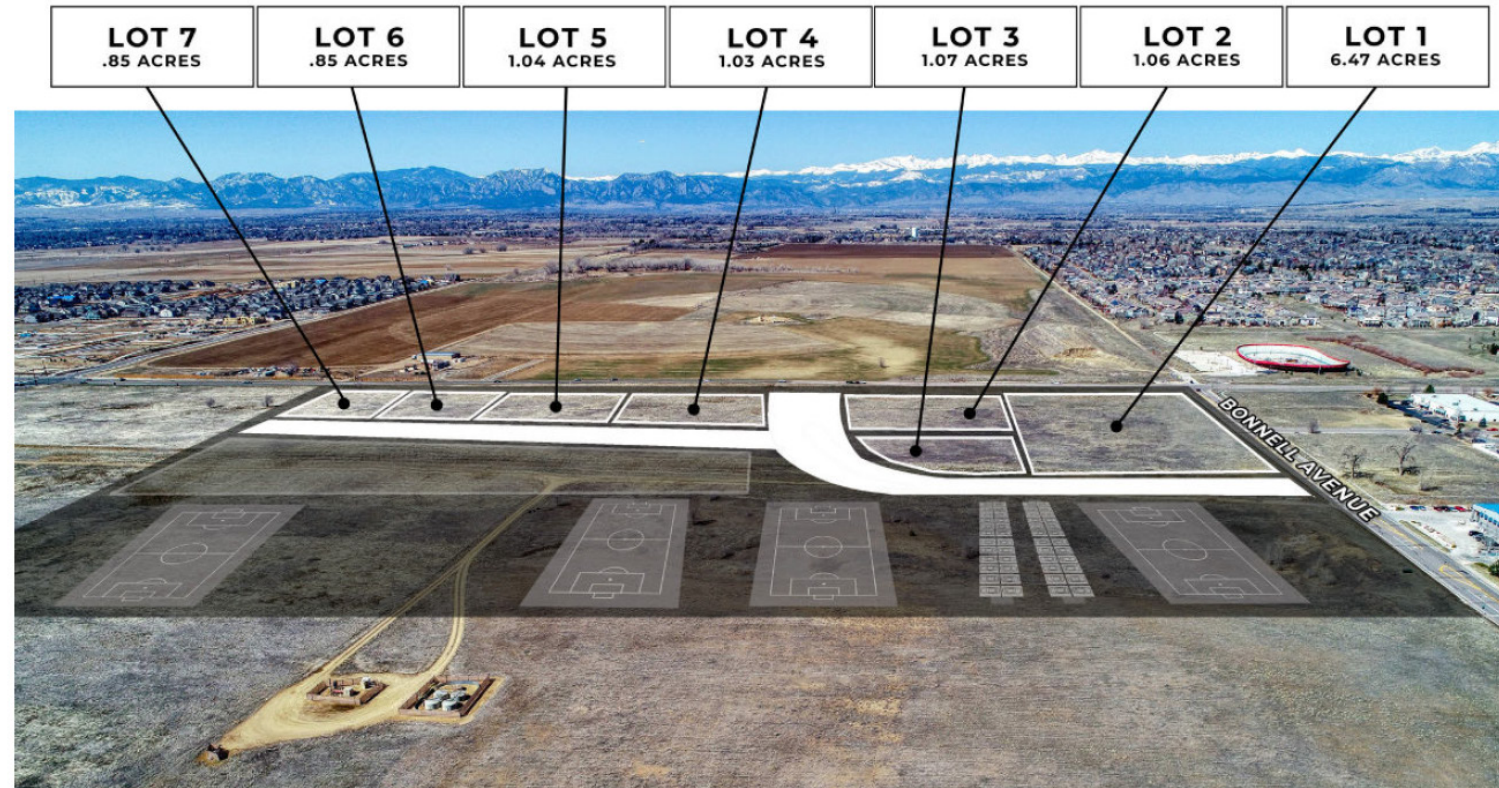
- Erie Sports Complex
- Town of Erie Economic Incentive Policy (approved May 2025)
- Erie Sports Business Improvement District
- Public Notice
- Recommendation

Erie Sports Complex



Erie Sports Complex

PROPERTY SITE PLAN



- Development Agreement and Final Plat approved by Town Council on Dec. 10, 2024.
- BID Petition for Organization and Operating Plan submitted on Sept. 18, 2025.
- Resolution 25-170 setting public hearing date and time approved on Oct. 14, 2025.



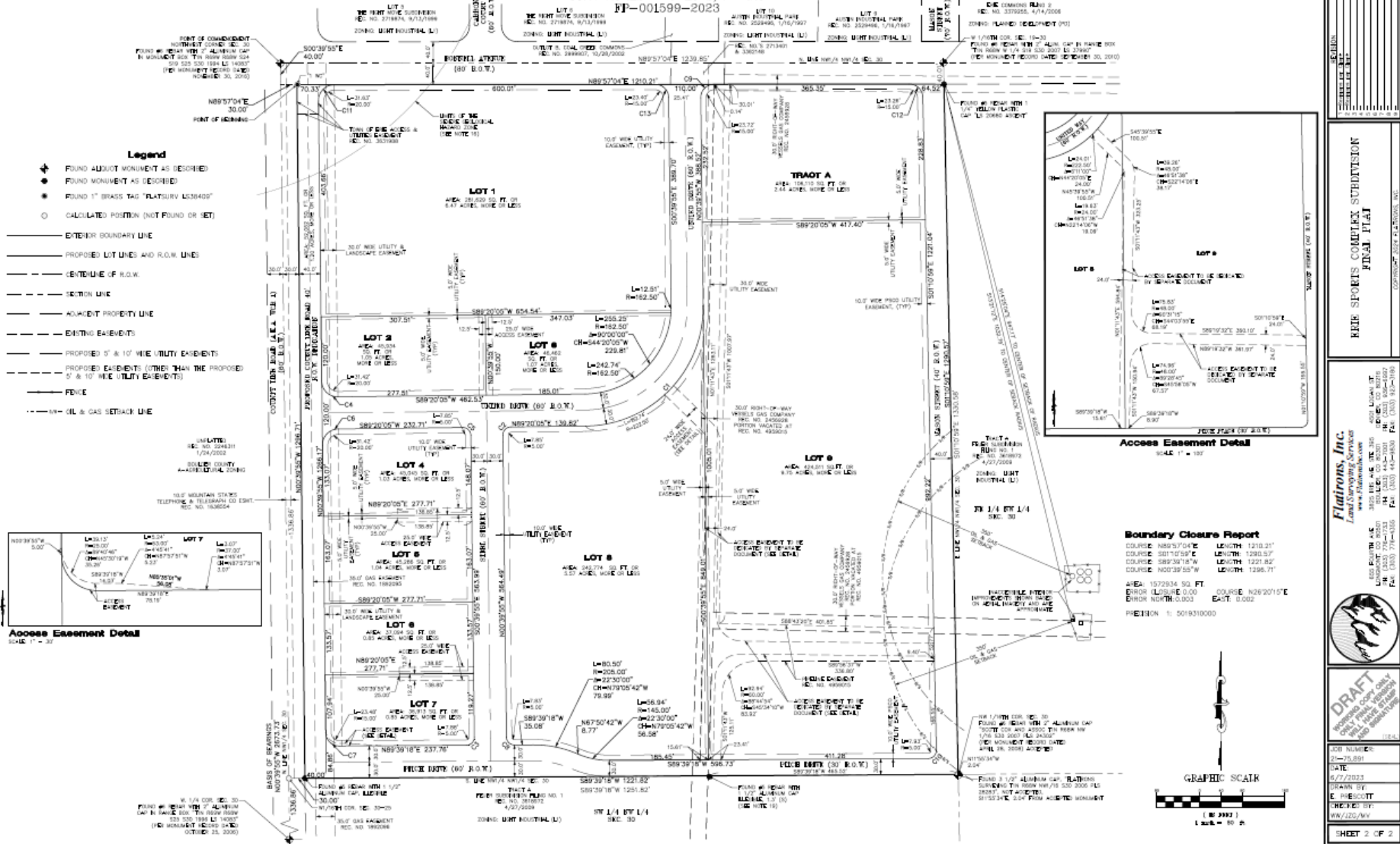
Erie Sports Complex

ERIE SPORTS COMPLEX SUBDIVISION FINAL PLAT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2

36.11 ACRES - 9 LOTS/1 TRACT
RP-001599-2023





Erie Sports Complex

Public Improvement	Estimate of Probable Cost
General Sitework	\$664,274.00
Pavements	\$2,049,632.00
Utility – Water	\$1,440,570.00
Utility – Sanitary Sewer	\$428,235.00
Utility – Storm Drainage System	\$724,976.90
Erosion Control	\$345,995.00
Landscaping	\$330,734.70
Irrigation	\$111,922.34
Total Public Improvements	\$6,096,339.94



Town of Erie Economic Incentive Policy

- **Town Council adopted Town of Erie Economic Incentive Policy in May 2025.**
- The incentive must serve a public purpose, including but not limited to providing significant economic, cultural, and/or social benefits to the citizens of Erie in the form of jobs, new economic activity, increased tax revenues and/or cultural or social opportunities.
- Commercial development incentives:
 - ✓ Retail development (providing commercial pad sites for new retail users)
 - ✓ Primary employer development (sites for employers/industrial users)
 - ✓ Destination development (destination soccer training facility and fields)
- The Town may consider creating a variety of special financing districts to finance, design, plan, construct, install and/or complete public improvements related to a development project, including Business Improvement Districts (BID).



Erie Sports Business Improvement District

- Per the “Business Improvement District Act” (*C.R.S. § 31-25-1201 et. seq.*), the organization of business improvement districts within municipalities of the state...:
 - will promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof, the property owners therein, and all the people of the state;
 - will promote the continued vitality of commercial business areas within municipalities;
 - is essential to the continued economic growth of the state.



Erie Sports Business Improvement District

- By the BID Petition and Operating Plan provided by Petitioner:
 - Estimated cost of public improvements: **\$6.1 million**
 - Authorized Indebtedness for BID: **\$7.62 million**
 - Property Tax Mill Levy Cap: **50 mills debt service**, and **10 mills** for general operations and administrative expenses
 - BID bonding capacity: **\$25.3M, \$13.4M project fund**
 - District has capacity to issue debt to pay for improvements
- BID allows the Petitioner to construct the improvements, convey land to soccer club and sell pad sites to new businesses.



Public Notice

- Public Notice of Public Hearing:
 - Letter by first-class mail to each Property Owner within the service area and boundary of the proposed district (10/17/2025)
 - Published in the Colorado Hometown Weekly (10/22/2025)

Recommendation

- Following the Public Hearing, recommend the Town Council approve Resolution 25-176, organizing the Erie Sports Business Improvement District, Describing its Boundaries and Service Area, Establishing a Board of Directors, and Approving the 2025 and 2026 Operating Plan and Budget

Questions & Discussion

Jack Hill, Business Development Specialist
Lockie Woods, URA Development & Accounting Analyst
Harry Brennan, Senior Planner

ERIE SPORTS BUSINESS IMPROVEMENT DISTRICT

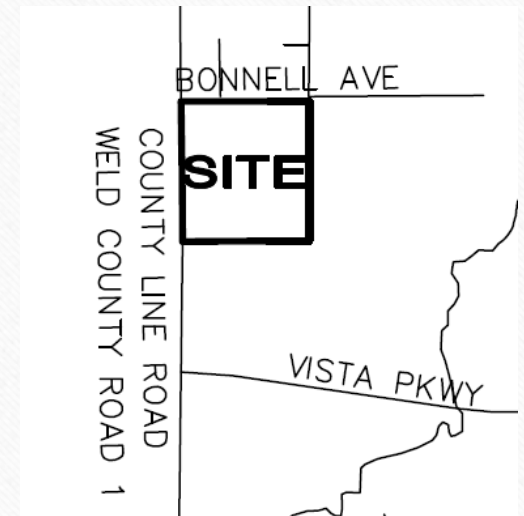
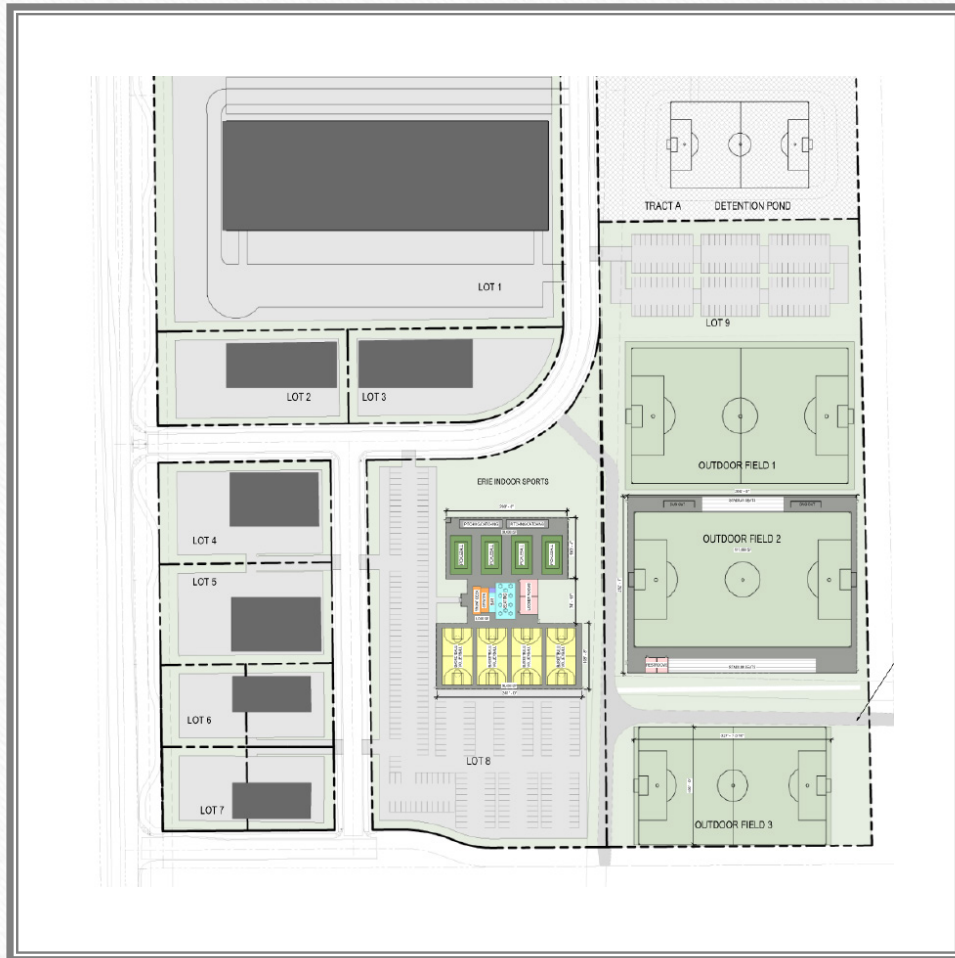
Zachary White – WBA, P.C.

Michael Bosma – Rubicon Development

Project Background

A sports and commercial development complex

- Approximately 36.11 Acres located at Bonnell Ave and County Line Road
- 3 Soccer Fields
- 4 Indoor Basketball Courts (convertible for Volleyball)
- 1 large commercial lot
- 6 smaller commercial lots



Project Background – Why?

- To provide a home for the largest regional soccer club consisting of 18,00 active players and enables the Erie based basketball clubs and volleyball clubs the opportunity to grow and expand their programming for all ages.
- Currently no women and lower lever opportunities are available due to limited to courts, forcing many of the local players to travel outside the area for playing opportunities.
- Ability to bridge the gap between recreational programs provided through the YMCA and the more highly competitive leagues.
- Allows for cooperative opportunities for larger regional basketball and soccer tournaments by partnering with Town Recreation Center, Erie High School and Middle School, and Soaring Heights Courts – keeping all games in Erie.
- Between Gold Crown facility in Lakewood and Windsor no indoor facilities exist that would be able to provide the level of facility to accommodate soccer or indoor sports tournaments.
- Keeps Erie residents in Erie eliminating long commute times to get comparable opportunities.

Project Background - Economic Benefits

Both direct and indirect economic benefits to the community, even at a smaller scale than large “sports tourism” complexes.

- Sport complexes improve resident retention and attraction by increasing local amenities and quality of life, which helps attract skilled labor and new households, thereby expanding the workforce and tax base.

Visitor Spending and Regional Economic Impact

- Sports complexes can host youth and adult leagues, regional tournaments, and community events, each attracting local residents and out-of-town visitors.
- A study of a proposed multi-sport complex in Montana (of similar size) found direct visitor spending from tournaments could reach approximately \$1.36 million annually, supporting about 20 jobs and generating roughly \$487,000 in local labor income each year. (Helenasports.org)
- The same project estimated overall labor income generated (including operational and indirect effects) at \$572,000 per year.
- Industry benchmarks indicate that economic impact per indoor court ranges from \$500,000 to \$2 million annually depending on event size and frequency, suggesting four indoor courts could yield \$2 million–\$8 million in total annual impact at higher-utilization levels. (westminstersc.org)

Site Interest

- On the larger lot we have had interest such as regional distribution facility operators, manufacturing, and technology companies.
- On the smaller for sale lots interest is coming from brewery, restaurant, and smaller income tax generating establishments. Axillary operators and users have also shown interest to the site due to its location to the sports complex, such as chiropractors, physical therapists, and other specialty athletic training operators and coaches.

Primary Purposes of a Business Improvement District

- A **Business Improvement District (BID)** in **Colorado** is a *public organization* formed to finance, manage, and implement improvements or services within a defined commercial area. Its **primary purpose** is to enhance the vitality and economic growth of that district through coordinated investment and management efforts.

Benefits of Business Improvement District – Generally

- BIDs have access to tax-exempt financing that is not otherwise available to private entities to help finance the cost of public improvements.
- BIDs are publicly accountable (public meetings, open records, elected Board) very similar to the Board of Trustees, and above and beyond what is required in traditional commercial developments.
- BIDs offer a governance structure that allows business owners to designate representatives which can serve on the board. This is more simple than a metro district.

Public Improvements For the Project

- The BID anticipates financing public improvements that the Town does not currently have the ability to finance or construct with an estimated costs of \$6,096,339.94.
 - Streets, Alleys, Sidewalks
 - Sewer Lines
 - Water/Water Lines
 - Storm Drainage
 - Parks and Landscaping
 - Future Roads to be build and a signaled intersection at Bonnell Ave and E County Line Rd

Financial Limitations

- Operating Plan estimates public improvements costs of \$6,096,333.94
- Operating Plan limits debt issuance to \$7,620,000
- Maximum Debt Mill Levy = 50 mills (as adjusted)
 - Actual mills will likely be lower to be competitive with other commercial projects enables us to be flexible in the future.
- Maximum Operations and Maintenance Mill Levy = 10 mills (as adjusted)

The Town and the BID

- The Town is not responsible for any Debt or any other obligations that the Districts may enter into.
- Requesting the Town appoint the directors to the Board of Directors which serve at the pleasure of the Town.
- The BID is required to submit an annual operating plan along with a budget for the following year to the Town for approval allowing oversight by the Town.

Questions and Answers

TOWN OF ERIE, WELD COUNTY, STATE OF COLORADO

PETITION

FOR THE ORGANIZATION OF A BUSINESS IMPROVEMENT DISTRICT IN THE TOWN OF ERIE

The undersigned, who is the owner of taxable real or personal property in the business improvement district proposed herein (the "Petitioner"), hereby petitions the Town Council (the "Town Council") of the Town of Erie, Colorado (the "Town"), for the organization of a business improvement district (the "District") within the Town, pursuant to Part 12, Article 25, Title 31, Colorado Revised Statutes. In support of this petition, the Petitioner states as follows:

1. The name of the proposed District is Erie Sports Business Improvement District.
2. A description of the legal boundaries and service area of the proposed District is set forth in **Exhibit A**, attached hereto and incorporated herein. A map of the legal boundaries and service area of the proposed District is attached hereto and incorporated herein as **Exhibit B**. The District shall be entitled to expand its boundaries pursuant to Section 31-25-1220, Colorado Revised Statutes.
3. The proposed District shall be authorized to undertake and provide services related to any and all "Improvements," as more specifically defined pursuant to Section 31-25-1203(5), Colorado Revised Statutes, and exercise all general powers as described in Section 31-25-1212, Colorado Revised Statutes, except as otherwise limited in any operating plan approved by the Town.
4. The names of three persons representing the Petitioner who have the power to enter into agreements relating to the organization of the proposed District are:
 - a) Michael Bosma
 - b) Jennifer Bosma
 - c) Robert Haas
 - d) Devan Haas
 - e) Patrick Kean
5. Petitioner hereby requests that the proposed District be organized.
6. The Petitioner is the owner of real or personal property in the service area of the proposed District (a) having a valuation for assessment of not less than fifty percent (50%) of the valuation for assessment of all real and personal property in the service area of the proposed District, and (b) which comprises at least fifty percent (50%) of the acreage in the legal boundaries of the proposed District.

7. Pursuant to section 31-25-1205(3), Colorado Revised Statutes, this petition is accompanied by a bond deposit of \$17,500.00 which amount has been determined by the Town Manager to be sufficient to cover all expenses connected with the proceedings in case the organization of the proposed District is not effected. If at any time during the organization proceedings the Town Council determines that the bond first executed or the amount of the cash deposited is insufficient in amount, it may require the execution of an additional bond or the deposit of additional cash within a time to be fixed, not less than ten (10) days thereafter, and, upon failure of the Petitioner to file or deposit the same, this petition shall be dismissed.

8. Petitioner hereby requests a designation by the Town Council, after public notice and hearing, that the entire service area of the District is a location for new business or commercial development pursuant to Section 31-25-1203(10), Colorado Revised Statutes.

9. None of the taxable real or personal property to be included in the boundaries of the proposed District is classified for property tax purposes as either residential or agricultural. No property to be included in the boundaries of the proposed District is within the boundaries of another business improvement district authorized under Title 31.

10. Pursuant to Section 31-25-1213, C.R.S., the board of directors of the proposed District will have the power to levy and collect ad valorem property taxes on and against all taxable commercial property within the boundaries of the District, in the amount set forth in, and as further authorized pursuant to, an election to be held within the District.

WHEREFORE, the undersigned Petitioner requests that the above-described Erie Sports Business Improvement District be organized in accordance with Part 12, Article 25, Title 31, Colorado Revised Statutes, and all other statutes and laws of the State of Colorado amendatory thereof or supplemental thereto, and asks the Town Council to take all steps and procedures required by law for the organization of said District; and requests that the Town Council adopt an ordinance declaring the District organized.

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WARNING

DO NOT SIGN THIS PETITION UNLESS YOU OR THE ENTITY YOU ARE SIGNING FOR OWN REAL OR PERSONAL PROPERTY IN THE PROPOSED ERIE SPORTS BUSINESS IMPORVEMENT DISTRICT (the "District"). DO NOT SIGN THIS PETITION UNLESS YOU HAVE READ OR HAVE HAD READ TO YOU THIS PETITION IN ITS ENTIRETY AND UNDERSTAND ITS MEANING.

By signing this Petition, I hereby certify that I or the entity I am signing for own real or personal property in the proposed Erie Sports Business Improvement District.

NAME:

ESC LLC

**ADDRESS and/or DESCRIPTION OF
TAXABLE REAL OR PERSONAL
PROPERTY WITHIN THE DISTRICT
REPRESENTED BY THE SIGNATURE**


(Signature)

Michael Basma
(Print Name)

Manager
(Its)

9/9/2025
(Date)

Exhibit A
Legal Description of the Boundaries and Service Area of the District

Legal Description

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30 TO BEAR NORTH 00°39'55" WEST, A DISTANCE OF 2673.73 FEET BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "T1N R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN MONUMENT BOX, "T1N R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST CORNER OF SECTION 30, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 30;
THENCE ALONG SAID WEST LINE, SOUTH 00°39'55" EAST, A DISTANCE OF 40.00 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°57'04" EAST, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING;

THENCE ALONG A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30, NORTH 89°57'04" EAST, A DISTANCE OF 1210.21 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30;
THENCE ALONG SAID EAST LINE, SOUTH 01°10'59" EAST, A DISTANCE OF 1290.57 FEET TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 30;
THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, SOUTH 89°39'18" WEST, A DISTANCE OF 1221.82 FEET;
THENCE ALONG A LINE LYING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, NORTH 00°39'55" WEST, A DISTANCE OF 1296.71 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,572,934 SQ. FT., OR 36.11 ACRES, MORE OR LESS.

**ERIE SPORTS
BUSINESS IMPROVEMENT DISTRICT**

2025 AND 2026 OPERATING PLAN AND BUDGET

(Town of Erie, Weld County, Colorado)

Submitted: September 2025

Prepared by:



2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

EXHIBIT LIST

EXHIBIT A	District Contact Information
EXHIBIT B	District Legal Description and Map
EXHIBIT C	Public Improvement Cost Estimates
EXHIBIT D	2025 and 2026 Budget
EXHIBIT E	Financial Plan

I. PURPOSE AND SCOPE OF DISTRICT

A. Requirement for this Operating Plan. §§ 31-25-1201, *et seq.*, C.R.S., as amended (the “**Business Improvement District Act**”), specifically § 31-25-1211, C.R.S., requires that the Erie Sports Business Improvement District (the “**District**”) file an operating plan and budget (the “**Operating Plan**”) with the Town of Erie Town Clerk no later than September 30 of each year.

1. Under the Business Improvement District Act, the Town of Erie (the “**Town**”) is to approve the operating plan and budget by the earlier of: (i) within thirty (30) days of submittal of all required information; and (ii) December 5 of the year in which such documents are filed.

2. The District will operate under the authorities and powers allowed under the Business Improvement District Act, as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the Business Improvement District Act, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of bonds to be issued by the District; and (5) such other information as the Town may require.

1. This Operating Plan and any subsequent operating plans that are approved by the Town, will be incorporated herein by reference, and shall remain in full force and effect except as specifically or necessarily modified hereby by amendment approved by the Town Council pursuant to § 31-25-1211, C.R.S.

C. Purposes. As may be further articulated in succeeding year’s operating plans, the ongoing and contemplated purposes of the District include the financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all the services and public improvements allowed under Colorado law for business improvement districts.

II. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

A. Organization. The District has been organized by the Town as requested in the Petition for Organization.

B. Governance. Pursuant to § 31-25-1209(1)(d), C.R.S., it is anticipated that the Town Council of the Town will appoint the initial board of directors for the District (“**Board of Directors**”), which shall have five members, and shall serve at the pleasure of the Town Council.

C. Board of Directors. The District will be managed by a Board of Directors consisting of five members all of whom shall be voting members. The initial Board members are:

1. Michael Bosma
2. Jennifer Bosma

3. Robert Haas
4. Devan Haas
5. Patrick Kean

Board member and other pertinent contact information is provided in **Exhibit A**.

D. Term Limits. Pursuant to Section 31-25-1209(1)(b), C.R.S., the Directors shall serve at the pleasure of the Town Council.

III. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The District boundaries are 36.11 acres as described and depicted in **Exhibit B**.

IV. SERVICES, ACTIVITIES, PROJECTS AND PUBLIC IMPROVEMENTS

The District will primarily be concerned with the provision of public improvements and services within the boundaries of the District; however, there may be instances where the District will provide public improvements and services outside of the boundaries of the District as part of the project. The District shall have the authority to provide such extraterritorial public improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial public improvements and services shall be as limited by Colorado State law. The public improvements that the District anticipates it will construct, install or cause to be constructed or installed, include those public improvements the cost of which may, in accordance with the Business Improvement District Act, lawfully be paid for by the District, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscape and storm and wastewater management facilities, power and internet utilities, and associated land acquisition and remediation (collectively, the “**Public Improvements**”). The estimated cost of Public Improvements is \$6,096,339.94, and an opinion of costs is attached hereto as **Exhibit C**. The costs of such Public Improvements includes the costs of design, acquisition, construction and financing.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Business Improvement District Act, and other applicable statutes, common law and the Constitution of the State of Colorado. The District may provide for ownership, operation, and maintenance of Public Improvements and District facilities as activities of the District itself or by contract with other units of government or the private sector.

The property owners of the District request that the Town designate the territory within the District as a location for new business or commercial development pursuant to § 31-25-1203(10), C.R.S.

V. FINANCIAL PLAN AND BUDGET

A. Budgets. The proposed budget 2025 and 2026 for the District is attached as **Exhibit D**.

B. Authorized Indebtedness. The District is anticipated to hold an election on November 3, 2026 for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Article X, Section 20 of the Colorado Constitution (“**TABOR**”). The initial maximum debt authorization for the District shall be \$7,620,000 (the “**Maximum Debt Authorization**”). The District shall not issue debt in excess of the Maximum Debt Authorization without approval by the Town Council through a future or amended Operating Plan and voter approval of the increased debt (if voter approval is required under TABOR). A Financial Plan which supports the Maximum Debt Authorization stated above is attached hereto as **Exhibit E**. No special assessments will be imposed without Town Council approval through an amended Operating Plan.

C. Property Tax and Mill Levy Caps. The District’s taxing ability shall be constrained to mill levy limitations of up to 50 mills for debt service, and 10 mills for general operations and administrative expenses due to the on-going operations and maintenance to be undertaken by the District within its boundaries.

D. District Revenues. The District anticipates developer funding for initial revenue sources and thereafter revenues derived from bonds, property taxes, fees, and any other legally available revenues of the District. The District may also be the beneficiary of revenues derived from a privately imposed public improvement fees.

E. Existing Debt Obligations. The District has no outstanding debt obligations. The interest rate on any debt is expected to be the market rate at the time the debt is incurred. In the event of a default, the maximum interest rate on any debt is not permitted to exceed twelve percent (12%). The maximum underwriting discount will be three percent (3%). Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an external financial advisor stating that the net effective interest rate does not exceed a reasonable current market interest rate, given the structure of the financing.

F. Other Financial Obligations. The District may enter into agreements including developer reimbursement agreements or other agreements and leases; as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, or for any other purpose related to the District’s activities.

G. No Town Debt. **The debt of the District will not constitute a debt or obligation of the Town in any manner. The faith and credit of the Town will not be pledged for the repayment of the debt of the District. These statements will be clearly stated on all offering documents and disclosure statements associated with any debt issued by the District.**

VI. ACTIVITIES AND PROJECTS

A. Activities, Projects, and Public Improvements. It is anticipated that the District will primarily be engaged in undertaking the organizational process in 2025, and financing and operation and maintenance of Public Improvements in 2026, subject to the needs of the development.

VII. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate a perpetual existence. If the District no longer has such obligations, the District may seek to dissolve pursuant to § 31-25-1225, C.R.S.

VIII. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Business Improvement District Act, the Colorado Constitution, and the additional information required by the Town. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

EXHIBIT A

DISTRICT CONTACT INFORMATION

District Representative Contact:

Zachary P. White, Esq. (General Counsel)
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Phone: 303-858-1800
Email: zwhite@wbapc.com

EXHIBIT B

DISTRICT LEGAL DESCRIPTION AND MAP

Legal Description

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30 TO BEAR NORTH 00°39'55" WEST, A DISTANCE OF 2673.73 FEET BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "T1N R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN MONUMENT BOX, "T1N R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST CORNER OF SECTION 30, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

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SAID PARCEL CONTAINING 1,572,934 SQ. FT., OR 36.11 ACRES, MORE OR LESS.

ERIE SPORTS COMPLEX SUBDIVISION PRELIMINARY PLAT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2
36.11 ACRES - 9 LOTS/1 TRACT
PP-001368-2021

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ERIE SPORTS COMPLEX SUBDIVISION
PRELIMINARY PLAT
COPRIGHT 2021 FLATIRON, INC.

Flatirons, Inc.
Land Surveying Services
www.flatirons.com
4650 LGSAN ST
DENVER, CO 80239
TEL (303) 823-3185
FAX (303) 823-3185



SHEET 2 OF 2

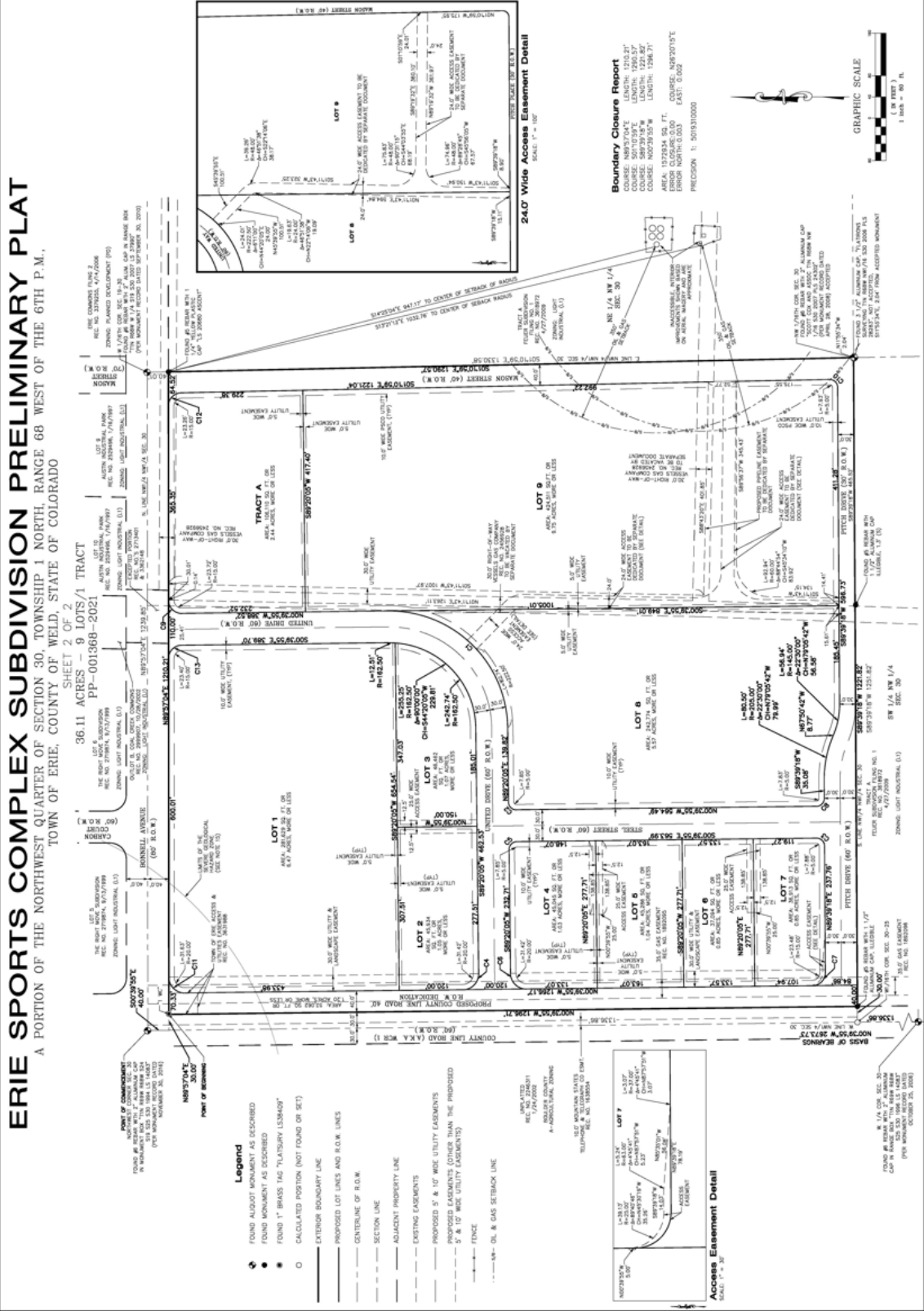


EXHIBIT C
COST ESTIMATES



JVA, Incorporated
 1319 Spruce Street
 Boulder, CO 80302
 Ph: 303.444.1951
 Fax: 303.444.1957

Job Name: Erie Indoor Sports
 Job Number: 3425c
 Date: 07/02/2024
 By: AJC/TMP
 Phase: Final Plat Resubmittal

Exhibit B: Engineer's Estimate of Probable Cost
 for
ERIE INDOOR SPORTS
ERIE, COLORADO

	Quantity	Units	Unit Cost	Total
General Sitework				
Demo Existing 2' Curb & Gutter	230	LF	\$16.00	\$3,680.00
Demo Existing Asphalt	2,125	SY	\$21.00	\$44,625.00
Demo Existing Wet Utility Piping & Appertunances	1,276	LF	\$35.00	\$44,660.00
Pavement Sawcut - Asphalt	1,610	LF	\$10.00	\$16,100.00
Clear and Grub	30	AC	\$7,000.00	\$212,800.00
Subgrade - 12" Scarify and Recompact - Gravel Roads	1,083	CY	\$3.00	\$3,249.00
Subgrade - Scarify and Recompact - Roadway	2,885	CY	\$3.00	\$8,655.00
Earthwork - Cut and Fill Onsite Material	43,720	CY	\$6.50	\$284,180.00
Earthwork - Export Excess Cut	1,853	CY	\$25.00	\$46,325.00
	General Sitework Subtotal			\$664,274.00
Pavements				
Aggregate Subbase - 12" (County Line Rd)	2,127	TONS	\$65.00	\$138,255.00
Aggregate Subbase - 8" (Local Roads)	2,935	TONS	\$65.00	\$190,775.00
Class 6 Base Course - Gravel Paths	1,266	TONS	\$65.00	\$82,290.00
Asphalt T-Patch (Hand Mill & Patch)	1,900	SF	\$24.00	\$45,600.00
Asphalt Paving - 8" (County Line Rd)	1,582	TONS	\$150.00	\$237,300.00
Asphalt Paving - 5" (Local Roads)	2,046	TONS	\$150.00	\$306,900.00
Concrete - 6" - Sidewalk & Medians	4,775	SY	\$105.00	\$501,375.00
Concrete - 6" - Drive cuts	220	SY	\$105.00	\$23,100.00
Concrete - 8" (rebar reinforced) - cross pans	375	SY	\$185.00	\$69,375.00
Concrete - Curb & Gutter - 2' Pan	6,420	LF	\$42.00	\$269,640.00
Concrete - Curb & Gutter - Median - 1.5' Pan	113	LF	\$39.00	\$4,407.00
Concrete - Curb Ramp	10	EA	\$2,125.00	\$21,250.00
Concrete - Trickle Channel - Detention Pond	291	LF	\$100.00	\$29,100.00
Striping - Symbols Paint	24	EA	\$460.00	\$11,040.00
Striping - Thermoplastic	3,605	SF	\$25.00	\$90,125.00
Signage - Site w/ Bollard - including road closure on Pitch Dr	10	EA	\$1,350.00	\$13,500.00
Signage - Roadway	13	EA	\$1,200.00	\$15,600.00
	Pavements Subtotal			\$2,049,632.00

	Quantity	Units	Unit Cost	Total
Utility - Water				
Irrigation and Service Taps - includes corp and curb stop	19	EA	\$5,500.00	\$104,500.00
Meter Manhole	19	EA	\$6,500.00	\$123,500.00
Water Line - 1" Copper	120	LF	\$102.00	\$12,240.00
Water Line - 1-1/2" Copper	275	LF	\$115.00	\$31,625.00
Water Line - 2" Copper	80	LF	\$132.00	\$10,560.00
Water Line - 2-1/2" Copper	25	LF	\$149.00	\$3,725.00
Water Line - 6" DIP	165	LF	\$138.00	\$22,770.00
Water Line - 20" DIP	1334	LF	\$215.00	\$286,810.00
Water Line - 6" PVC C900	205	LF	\$116.00	\$23,780.00
Water Line - 8" PVC C900	2420	LF	\$128.00	\$309,760.00
Gate Valve - 6" w/ Box	18	EA	\$4,400.00	\$79,200.00
Gate Valve - 8" w/ Box	20	EA	\$5,200.00	\$104,000.00
Gate Valve - 12" w/ Box	3	EA	\$6,200.00	\$18,600.00
Butterfly Valve - 20" w/ 5' diameter Vault	5	EA	\$20,000.00	\$100,000.00
Air Reducing Valve - 8"	1	EA	\$3,000.00	\$3,000.00
Tee - 8"	21	EA	\$1,300.00	\$27,300.00
Tee - 12"	1	EA	\$1,600.00	\$1,600.00
Tee - 20"	2	EA	\$3,000.00	\$6,000.00
Reducer - 20"x12"	2	EA	\$1,400.00	\$2,800.00
Bend - 8" (less than 90 degrees)	46	EA	\$1,100.00	\$50,600.00
Bend - 20" (less than 90 degrees)	4	EA	\$1,700.00	\$6,800.00
Cap - 8"	2	EA	\$1,100.00	\$2,200.00
Fire Hydrant Assembly - 6"	10	EA	\$10,800.00	\$108,000.00
Tracer Wire Test Station	1	EA	\$1,200.00	\$1,200.00
	Utility - Water Subtotal			\$1,440,570.00
Utility - Sanitary Sewer				
Sewer Line - 6" PVC SDR 35	320	LF	\$112.00	\$35,840.00
Sewer Line - 8" PVC SDR 35	1,915	LF	\$153.00	\$292,995.00
Manhole - 4' Diameter	11	EA	\$4,900.00	\$53,900.00
Service Connection - Cut in Wye	9	EA	\$4,500.00	\$40,500.00
Video Inspection	1	LS	\$5,000.00	\$5,000.00
	Utility - Sanitary Sewer Subtotal			\$428,235.00
Utility - Storm Drainage System				
Storm Line - 12" RCP	87	LF	\$110.00	\$9,570.00
Storm Line - 18" RCP	592	LF	\$125.00	\$73,941.25
Storm Line - 24" RCP	198	LF	\$160.00	\$31,659.20
Storm Line - 30" RCP	386	LF	\$185.00	\$71,358.20
Storm Line - 36" RCP	369	LF	\$215.00	\$79,255.45
Storm Line - 42" RCP	555	LF	\$250.00	\$138,867.50
Storm Line - 48" RCP	95	LF	\$290.00	\$27,425.30
FES - 12" Concrete w/ Riprap Surround	4	EA	\$2,200.00	\$8,800.00
FES - 24" Concrete w/ Riprap Surround	2	EA	\$3,100.00	\$6,200.00
FES - 30" Concrete w/ Riprap Surround	1	EA	\$3,500.00	\$3,500.00
FES - 48" Concrete w/ Riprap Surround	1	EA	\$5,200.00	\$5,200.00
Concrete Forebay	1	EA	\$5,000.00	\$5,000.00
Manhole - 4' Diameter	7	EA	\$4,500.00	\$31,500.00
Manhole - 5' Diameter	9	EA	\$6,500.00	\$58,500.00
Manhole - 8' Diameter	1	EA	\$12,000.00	\$12,000.00
Inlet - Type C Field	1	EA	\$5,900.00	\$5,900.00
Inlet - Type D Field	1	EA	\$7,100.00	\$7,100.00
Inlet - 5' Type R	12	EA	\$7,800.00	\$93,600.00
Inlet - 10' Type R	4	EA	\$10,400.00	\$41,600.00
Detention Pond Outlet Structure	1	EA	\$14,000.00	\$14,000.00
	Utility - Storm Drainage System Subtotal			\$724,976.90

	Quantity	Units	Unit Cost	Total
Erosion Control				
Concrete Washout	3	EA	\$3,200.00	\$9,600.00
Slope Protection Mat	7836	SY	\$6.00	\$47,016.00
Inlet Protection	27	EA	\$500.00	\$13,500.00
Sediment Control Logs - Straw Wattles	14431	LF	\$9.00	\$129,879.00
Vehicle Tracking Control	8	EA	\$4,750.00	\$38,000.00
Outfall Protection w/ Riprap	3	EA	\$1,500.00	\$4,500.00
Fuel Containment Area	1	EA	\$3,500.00	\$3,500.00
Erosion Control Maintenance (months)	1	LS	\$100,000.00	\$100,000.00
	Erosion Control Subtotal			\$345,995.00
Landscaping				
Canopy Tree 2" Cal.	204	EA	\$600.00	\$122,400.00
Evergreen Tree 6-8' Height	24	EA	\$575.00	\$13,800.00
Ornamental Tree 1.5' Cal.	35	EA	\$450.00	\$15,750.00
Deciduous Shrub 5 Gal.	232	EA	\$45.00	\$10,440.00
Evergreen Shrub 5 Gal.	170	EA	\$50.00	\$8,500.00
Ornamental Grass 1 Gal.	131	EA	\$25.00	\$3,275.00
Perennial 1 Gal.	16	EA	\$20.00	\$320.00
Wood Mulch	7,129	EA	\$2.00	\$14,258.00
Sod	33,912	EA	\$1.25	\$42,390.00
Seed Mix-01	121,681	EA	\$0.50	\$60,840.50
Seed Mix-02	42,926	EA	\$0.50	\$21,463.00
Soil Prep/Fine Grading	49,514	EA	\$0.30	\$14,854.20
Steel Edger	611	EA	\$4.00	\$2,444.00
	Landscaping Subtotal			\$330,734.70

	Quantity	Units	Unit Cost	Total
Irrigation				
Backflow Assembly 1-1/2"	1	EA	\$996.00	\$996.00
Type K Copper Tubing 1-1/2"	50	LF	\$15.64	\$782.00
Backflow Enclosure Strong Box (SBBC-30AL)	1	EA	\$600.00	\$600.00
Flow Sensor Assembly	1	EA	\$325.00	\$325.00
Master Valve Assembly	1	EA	\$250.00	\$250.00
Pedestal Mount Controller w/ Rain Sensor & Ground	1	EA	\$2,150.00	\$2,150.00
Class 200 PVC Pipe - Mainline 2"	5,000	LF	\$1.25	\$6,250.00
Class 200 PVC Pipe - Lateral 1"	15,000	LF	\$0.42	\$6,300.00
Class 200 PVC Pipe - Lateral 1-1/4"	800	LF	\$0.64	\$512.00
Class 200 PVC Pipe - Lateral 1-1/2"	120	LF	\$0.84	\$100.80
Class 200 PVC Pipe - Lateral 2"	380	LF	\$1.25	\$475.00
Schedule 40 PVC Sleeve - 2"	46	LF	\$1.25	\$57.50
Schedule 40 PVC Sleeve - 3"	793	LF	\$2.98	\$2,363.14
Schedule 40 PVC Sleeve - 4"	708	LF	\$3.13	\$2,216.04
Quick Coupler Assembly	18	EA	\$105.00	\$1,890.00
Round Valve Box w/ "T" lid - 10"	28	EA	\$16.54	\$463.12
Standard Valve Box w/ "T" lid	36	EA	\$27.93	\$1,005.48
Jumbo Valve Box w/ "T" lid	10	EA	\$45.67	\$456.70
Gate Valve Assembly - 2"	10	EA	\$146.00	\$1,460.00
Remote Control Turf Valve Assembly - 1"	3	EA	\$175.00	\$525.00
Remote Control Turf Valve Assembly - 1-1/2"	33	EA	\$200.00	\$6,600.00
Pop-up Spray Sprinklers w/ PRS & Check Valve w/ Spray Nozzle	1,453	EA	\$10.00	\$14,530.00
Pop-up Spray Sprinklers w/ PRS & Check Valve w/ MPR Nozzle	181	EA	\$19.00	\$3,439.00
Pop-up Rotor Sprinklers - I-20 Rotor w/ SS riser	23	EA	\$30.00	\$690.00
Pop-up Rotor Sprinklers - I-25 Rotor w/ SS riser	15	EA	\$55.00	\$825.00
Remote Control Drip Valve Assembly - 1"	10	EA	\$125.00	\$1,250.00
Inline Drip Pipe to Trees in Native	3,105	EA	\$4.50	\$13,972.50
Single Outlet Emitter Assembly	1,064	EA	\$2.50	\$2,660.00
Polyethylene Drip Pipe - 3/4"	5,200	LF	\$0.30	\$1,560.00
Drip Flush Cap Assembly	23	EA	\$1.75	\$40.25
Irrigation Control Wire (14 AWG, Two-Wire)	5,200	LF	\$1.00	\$5,200.00
Fittings, Wire Connectors, etc.	1	LS	\$31,977.81	\$31,977.81
	Irrigation Subtotal			\$111,922.34

PROJECT TOTAL \$6,096,339.94

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

EXHIBIT D
BUDGETS

ERIE SPORTS BUSINESS IMPROVEMENT DISTRICT
Assessed Value, Property Tax and Mill Levy Information

	2025 Budget	2026 Budget
Assessed Valuation	\$0.00	\$0.00
Mill Levy		
General Fund	0.000	0.000
Debt Service Fund	0.000	0.000
Temporary Mill Levy Reduction	0.000	0.000
Refunds and Abatements	0.000	0.000
Total Mill Levy	0.000	0.000
Property Taxes		
General Fund	\$ -	\$ -
Debt Service Fund	\$ -	\$ -
Temporary Mill Levy Reduction	\$ -	\$ -
Refunds and Abatements	\$ -	\$ -
Actual/Budgeted Property Taxes	\$ -	\$ -

ERIE SPORTS BUSINESS IMPROVEMENT DISTRICT
Assessed Value, Property Tax and Mill Levy Information

GENERAL FUND
2025 AND 2026 BUDGET

			2025 Budget	2026 Budget
BEGINNING FUND BALANCE			\$ -	\$ -
REVENUE				
Property Tax Revenue			\$ -	\$ -
Specific Ownership Taxes			\$ -	\$ -
Developer Advance			\$ 45,000.00	\$ 45,000.00
Interest Income				
Miscellaneous Income				
Total Revenue			\$ 45,000.00	\$ 45,000.00
Total Funds Available			\$ 45,000.00	\$ 45,000.00
EXPENDITURES				
Accounting			\$ 8,000.00	\$ 8,000.00
Audit			\$ -	\$ 500.00
Directors' Fees			\$ -	\$ -
Election			\$ 15,000.00	\$ 15,000.00
Insurance/SDA Dues			\$ 3,000.00	\$ 3,000.00
Legal			\$ 12,000.00	\$ 12,000.00
Contingency			\$ 5,000.00	\$ 5,000.00
Total Expenditures			\$ 43,000.00	\$ 43,500.00
Emergency Reserve (3%)			\$ 1,290.00	\$ 1,305.00
Total Expenditures Requiring Appropriation			\$ 44,290.00	\$ 44,805.00
ENDING FUND BALANCE			\$ 710.00	\$ 195.00

ERIE SPORTS BUSINESS IMPROVEMENT DISTRICT
Assessed Value, Property Tax and Mill Levy Information

CAPITAL PROJECTS FUND
2025 AND 2026 BUDGETS

			2025 Budget	2026 Budget
BEGINNING FUND BALANCE			\$ -	\$ -
REVENUE				
Bond Proceeds			\$ -	\$ -
System Development Fees			\$ -	\$ -
Developer Advance			\$ -	\$ -
Interest Income			\$ -	\$ -
Transfer from Debt Service			\$ -	\$ -
Total Revenue			\$ -	\$ -
Total Funds Available			\$ -	\$ -
EXPENDITURES				
Accounting			\$ -	\$ -
Bond Issuance Costs			\$ -	\$ -
Organization Costs			\$ -	\$ -
Legal			\$ -	\$ -
Management			\$ -	\$ -
Capital Outlay			\$ -	\$ -
Contributed Assets			\$ -	\$ -
Utilities			\$ -	\$ -
Project Management			\$ -	\$ -
Engineering			\$ -	\$ -
Transfer to Debt Service			\$ -	\$ -
Total Expenditures			\$ -	\$ -
Total Expenditures Requiring Appropriation			\$ -	\$ -
ENDING FUND BALANCE			\$ -	\$ -

ERIE SPORTS BUSINESS IMPROVEMENT DISTRICT
Assessed Value, Property Tax and Mill Levy Information

DEBT SERVICE FUND
2025 AND 2026 PROPOSED BUDGET

			2025 Budget	2026 Budget
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BEGINNING FUND BALANCE

REVENUE

Property Tax Revenue	\$	-	\$	-
Specific Ownership Taxes	\$	-	\$	-
Bond Proceeds	\$	-	\$	-
Developer Advance	\$	-	\$	-
Interest Income	\$	-	\$	-
Miscellaneous Income	\$	-	\$	-
Total Revenue	\$	-	\$	-
Total Funds Available	\$	-	\$	-

EXPENDITURES

Bond Principal	\$	-	\$	-
Bond Interest	\$	-	\$	-
Bond Issuance Costs	\$	-	\$	-
Letter of Credit Fees	\$	-	\$	-
Paying Agent Fees	\$	-	\$	-
Treasurer's Fees (1.5%)	\$	-	\$	-
Transfer to Capital Projects	\$	-	\$	-
Total Expenditures	\$	-	\$	-

Total Expenditures Requiring Appropriation	\$	-	\$	-
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ENDING FUND BALANCE	\$	-	\$	-
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EXHIBIT E
FINANCIAL PLAN

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Weld County, Colorado

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**GENERAL OBLIGATION BONDS, SERIES 2027**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037**  
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Service Plan

Bond Assumptions	Series 2027	Series 2037	Total
Closing Date	12/1/2027	12/1/2037	
First Call Date	12/1/2032	12/1/2047	
Final Maturity	12/1/2057	12/1/2067	
Sources of Funds			
Par Amount	10,525,000	13,630,000	24,155,000
Funds on Hand	0	1,133,000	1,133,000
Total	10,525,000	14,763,000	25,288,000
Uses of Funds			
Project Fund	\$8,387,125	\$5,054,850	\$13,441,975
Refunding Escrow	0	9,440,000	9,440,000
Debt Service Reserve	838,000	0	838,000
Capitalized Interest	789,375	0	789,375
Costs of Issuance	510,500	268,150	778,650
Total	10,525,000	14,763,000	25,288,000
Bond Features			
Projected Coverage	100x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Inv. Grade	
Average Coupon	5.000%	4.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	2.00%	2.00%	
Commercial	2.00%	2.00%	
Taxing Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
<i>Service Plan Gallagherization Base</i>	6.80%		
<i>Current Assumption</i>	6.80%		
Residential (Multi-Family) Assessment Ratio			
<i>Service Plan Gallagherization Base</i>	6.80%		
<i>Current Assumption</i>	6.80%		
Commercial Assessment Ratio			
<i>Service Plan Gallagherization Base</i>	25.00%		
<i>Current Assumption</i>	25.00%		
Debt Service Mills			
<i>Service Plan Mill Levy Cap (Unadj.)</i>	50.000		
<i>Target Mill Levy</i>	50.000		
Specific Ownership Taxes	6.00%		
County Treasurer Fee	1.50%		
Increment Financing			
Sales Tax Revenue			
<i>Add-on Sales PIF</i>	1.00%		
Operations			
Operations Mill Levy	10.000		
Total Mill Levy	60.000		

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Development Summary



Statutory Actual Value (2025)	Commercial							
	Lot 1 Storage	Lot 2 Retail / Car wash	Lot 3 Retail / Ziggy's coffee	Lot 4 Retail	Lot 5 Retail	Lot 6 Retail / Liquor Store	Lot 7 Retail / Fast food	Lot 8 / Indoor Sports Facility (Non-Profit)
	\$110	\$300	\$325	\$325	\$325	\$400	\$400	\$0
	\$0 / sf	\$250 / sf	\$400 / sf	\$250 / sf	\$250 / sf	\$400 / sf	\$400 / sf	\$0 / sf
Sales Collected (%)	100%	100%	100%	100%	100%	100%	100%	100%
2025	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-
2027	31,666	13,000	-	12,000	-	7,000	-	-
2028	31,666	-	13,000	-	-	-	7,000	-
2029	31,666	-	-	-	-	-	-	-
2030	-	-	-	-	12,000	-	-	-
2031	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-
Total Units	94,998	13,000	13,000	12,000	12,000	7,000	7,000	-
Total Statutory Actual Value	\$10,449,780	\$3,900,000	\$4,225,000	\$3,900,000	\$3,900,000	\$2,800,000	\$2,800,000	\$
Annual Sales	\$	\$3,250,000	\$5,200,000	\$3,000,000	\$3,000,000	\$2,800,000	\$2,800,000	\$

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Development Summary



Statutory Actual Value (2025)	Commercial								Total Commercial
	Lot 9 / Sports Facility / Fields (T-E)	Product J	Product K	Product L	Product M	Product N	Product O	Product P	
	\$0	\$	\$	\$	\$	\$	\$	\$	
	\$0 / sf	\$ / sf	\$ / sf	\$ / sf	\$ / sf	\$ / sf	\$ / sf	\$ / sf	
	100%	100%	100%	100%	100%	100%	100%	100%	
2025	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	63,666
2028	-	-	-	-	-	-	-	-	51,666
2029	-	-	-	-	-	-	-	-	31,666
2030	-	-	-	-	-	-	-	-	12,000
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
Total Units	-	-	-	-	-	-	-	-	158,998
Total Statutory Actual Value	\$	\$	\$	\$	\$	\$	\$	\$	\$31,974,780
Annual Sales	\$	\$	\$	\$	\$	\$	\$	\$	\$20,050,000

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Assessed Value Calculation

	Vacant Land			Commercial						Total
	Cumulative Statutory Actual Value ¹	VAR	Assessed Value	Total Commercial SF	Total Hotel Rooms	Biennial Reassessment	Cumulative Statutory Actual Value (after Exemptions)	Assessed Value in Collection Year (2-year lag)	Assessed Value in Collection Year (2-year lag)	
			In Collection Year							
			(2-year lag)							
					2.00%		29.00%			
2023	0	29.00%	0	0	0		0	29.00%	0	
2024	0	27.90%	0	0	0	0	0	27.90%	0	
2025	0	27.90%	0	0	0		0	27.90%	0	
2026	1,408,326	27.00%	0	0	0	0	0	27.00%	0	
2027	1,050,826	26.00%	0	63,666	0		14,652,224	26.00%	0	
2028	348,326	25.00%	352,082	51,666	0	293,044	26,096,718	25.00%	352,082	
2029	390,000	25.00%	262,707	31,666	0		29,867,110	25.00%	3,663,056	
2030	0	25.00%	87,082	12,000	0	597,342	34,770,368	25.00%	6,524,179	
2031	0	25.00%	97,500	0	0		34,770,368	25.00%	7,466,778	
2032	0	25.00%	0	0	0	695,407	35,465,775	25.00%	8,692,592	
2033	0	25.00%	0	0	0		35,465,775	25.00%	8,692,592	
2034	0	25.00%	0	0	0	709,316	36,175,091	25.00%	8,866,444	
2035	0	25.00%	0	0	0		36,175,091	25.00%	8,866,444	
2036	0	25.00%	0	0	0	723,502	36,898,592	25.00%	9,043,773	
2037	0	25.00%	0	0	0		36,898,592	25.00%	9,043,773	
2038	0	25.00%	0	0	0	737,972	37,636,564	25.00%	9,224,648	
2039	0	25.00%	0	0	0		37,636,564	25.00%	9,224,648	
2040	0	25.00%	0	0	0	752,731	38,389,296	25.00%	9,409,141	
2041	0	25.00%	0	0	0		38,389,296	25.00%	9,409,141	
2042	0	25.00%	0	0	0	767,786	39,157,081	25.00%	9,597,324	
2043	0	25.00%	0	0	0		39,157,081	25.00%	9,597,324	
2044	0	25.00%	0	0	0	783,142	39,940,223	25.00%	9,789,270	
2045	0	25.00%	0	0	0		39,940,223	25.00%	9,789,270	
2046	0	25.00%	0	0	0	798,804	40,739,028	25.00%	9,985,056	
2047	0	25.00%	0	0	0		40,739,028	25.00%	9,985,056	
2048	0	25.00%	0	0	0	814,781	41,553,808	25.00%	10,184,757	
2049	0	25.00%	0	0	0		41,553,808	25.00%	10,184,757	
2050	0	25.00%	0	0	0	831,076	42,384,884	25.00%	10,388,452	
2051	0	25.00%	0	0	0		42,384,884	25.00%	10,388,452	
2052	0	25.00%	0	0	0	847,698	43,232,582	25.00%	10,596,221	
2053	0	25.00%	0	0	0		43,232,582	25.00%	10,596,221	
2054	0	25.00%	0	0	0	864,652	44,097,234	25.00%	10,808,145	
2055	0	25.00%	0	0	0		44,097,234	25.00%	10,808,145	
2056	0	25.00%	0	0	0	881,945	44,979,178	25.00%	11,024,308	
2057	0	25.00%	0	0	0		44,979,178	25.00%	11,024,308	
2058	0	25.00%	0	0	0	899,584	45,878,762	25.00%	11,244,795	
2059	0	25.00%	0	0	0		45,878,762	25.00%	11,244,795	
2060	0	25.00%	0	0	0	917,575	46,796,337	25.00%	11,469,690	
2061	0	25.00%	0	0	0		46,796,337	25.00%	11,469,690	
2062	0	25.00%	0	0	0	935,927	47,732,264	25.00%	11,699,084	
2063	0	25.00%	0	0	0		47,732,264	25.00%	11,699,084	
2064	0	25.00%	0	0	0	954,645	48,686,909	25.00%	11,933,066	
2065	0	25.00%	0	0	0		48,686,909	25.00%	11,933,066	
2066	0	25.00%	0	0	0	973,738	49,660,647	25.00%	12,171,727	
2067	0	25.00%	0	0	0		49,660,647	25.00%	12,171,727	
Total				158,998	0	15,780,666				

1. Vacant land value calculated in year prior to construction as 10% of built-out market value

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Revenue Calculation

	District Mill Levy Revenue				Sales Tax Revenue		Expenses		Total
	Assessed Value	District Mill Levy ¹	Debt Mill Levy	Specific Ownership	Taxable Sales	Add-on Sales PIF	County Treasurer	Annual Trustee	Revenue Available for Debt Service
	In Collection Year	50.000 SP Cap	Collections	Taxes	Revenue		Fee	Fee	
	(2-year lag)		100%	6.00%	Inflated at 1.0%	1.00% Rate	1.50%	\$4,000	
		50.000 Target				through 2067			
2023	0	0.000	0	0	0	0	0	0	0
2024	0	0.000	0	0	0	0	0	0	0
2025	0	0.000	0	0	0	0	0	0	0
2026	0	0.000	0	0	0	0	0	0	0
2027	0	0.000	0	0	4,615,953	46,160	0	0	46,160
2028	352,082	50.000	17,516	1,051	11,114,372	111,144	(263)	(4,000)	125,448
2029	3,925,762	50.000	195,307	11,718	15,661,090	156,611	(2,930)	(4,000)	356,706
2030	6,611,261	50.000	328,910	19,735	19,496,236	194,962	(4,934)	(4,000)	534,674
2031	7,564,278	50.000	376,323	22,579	20,487,339	204,873	(5,645)	(4,000)	594,131
2032	8,692,592	50.000	432,456	25,947	21,496,314	214,963	(6,487)	(4,000)	662,880
2033	8,692,592	50.000	432,456	25,947	21,711,277	217,113	(6,487)	(4,000)	665,030
2034	8,866,444	50.000	441,106	26,466	21,928,390	219,284	(6,617)	(4,000)	676,239
2035	8,866,444	50.000	441,106	26,466	22,147,674	221,477	(6,617)	(4,000)	678,432
2036	9,043,773	50.000	449,928	26,996	22,369,150	223,692	(6,749)	(4,000)	689,866
2037	9,043,773	50.000	449,928	26,996	22,592,842	225,928	(6,749)	(4,000)	692,103
2038	9,224,648	50.000	458,926	27,536	22,818,770	228,188	(6,884)	(4,000)	703,766
2039	9,224,648	50.000	458,926	27,536	23,046,958	230,470	(6,884)	(4,000)	706,048
2040	9,409,141	50.000	468,105	28,086	23,277,428	232,774	(7,022)	(4,000)	717,944
2041	9,409,141	50.000	468,105	28,086	23,510,202	235,102	(7,022)	(4,000)	720,272
2042	9,597,324	50.000	477,467	28,648	23,745,304	237,453	(7,162)	(4,000)	732,406
2043	9,597,324	50.000	477,467	28,648	23,982,757	239,828	(7,162)	(4,000)	734,780
2044	9,789,270	50.000	487,016	29,221	24,222,584	242,226	(7,305)	(4,000)	747,158
2045	9,789,270	50.000	487,016	29,221	24,464,810	244,648	(7,305)	(4,000)	749,580
2046	9,985,056	50.000	496,757	29,805	24,709,458	247,095	(7,451)	(4,000)	762,205
2047	9,985,056	50.000	496,757	29,805	24,956,553	249,566	(7,451)	(4,000)	764,676
2048	10,184,757	50.000	506,692	30,401	25,206,119	252,061	(7,600)	(4,000)	777,554
2049	10,184,757	50.000	506,692	30,401	25,458,180	254,582	(7,600)	(4,000)	780,075
2050	10,388,452	50.000	516,825	31,010	25,712,762	257,128	(7,752)	(4,000)	793,210
2051	10,388,452	50.000	516,825	31,010	25,969,889	259,699	(7,752)	(4,000)	795,782
2052	10,596,221	50.000	527,162	31,630	26,229,588	262,296	(7,907)	(4,000)	809,180
2053	10,596,221	50.000	527,162	31,630	26,491,884	264,919	(7,907)	(4,000)	811,803
2054	10,808,145	50.000	537,705	32,262	26,756,803	267,568	(8,066)	(4,000)	825,470
2055	10,808,145	50.000	537,705	32,262	27,024,371	270,244	(8,066)	(4,000)	828,146
2056	11,024,308	50.000	548,459	32,908	27,294,614	272,946	(8,227)	(4,000)	842,086
2057	11,024,308	50.000	548,459	32,908	27,567,561	275,676	(8,227)	(4,000)	844,816
2058	11,244,795	50.000	559,429	33,566	27,843,236	278,432	(8,391)	(4,000)	859,035
2059	11,244,795	50.000	559,429	33,566	28,121,669	281,217	(8,391)	(4,000)	861,819
2060	11,469,690	50.000	570,617	34,237	28,402,885	284,029	(8,559)	(4,000)	876,324
2061	11,469,690	50.000	570,617	34,237	28,686,914	286,869	(8,559)	(4,000)	879,164
2062	11,699,084	50.000	582,029	34,922	28,973,783	289,738	(8,730)	(4,000)	893,959
2063	11,699,084	50.000	582,029	34,922	29,263,521	292,635	(8,730)	(4,000)	896,856
2064	11,933,066	50.000	593,670	35,620	29,556,156	295,562	(8,905)	(4,000)	911,947
2065	11,933,066	50.000	593,670	35,620	29,851,718	298,517	(8,905)	(4,000)	914,902
2066	12,171,727	50.000	605,543	36,333	30,150,235	301,502	(9,083)	(4,000)	930,295
2067	12,171,727	50.000	605,543	36,333	30,451,737	304,517	(9,083)	(4,000)	933,310
Total			19,437,841	1,166,270		9,973,691	(291,568)	(160,000)	30,126,235

1. Estimated; Annual mill expected to fluctuate with future legislative/market value exemptions (tbd).

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Senior Debt Service

	Total Revenue Available for Debt Service	Net Debt Service		Total	Funds on Hand as a Source	Senior Surplus Fund			Ratio Analysis	
		Series 2027	Series 2037			Annual Surplus	Cumulative Balance	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
		Dated: 12/1/27	Dated: 12/1/37							
		Par: \$10,525,000	Par: \$13,630,000							
		Proj: \$8,387,125	Proj: \$5,054,850				\$1,052,500 Max			
			Esc: \$9,440,000							
2023	0									
2024	0									
2025	0									
2026	0									
2027	46,160	0		0		46,160	46,160	0	n/a	n/a
2028	125,448	0		0		125,448	171,608	0	2989%	n/a
2029	356,706	263,125		263,125		93,581	265,189	0	268%	136%
2030	534,674	526,250		526,250		8,424	273,612	0	159%	102%
2031	594,131	591,250		591,250		2,881	276,493	0	139%	100%
2032	662,880	658,000		658,000		4,880	281,373	0	120%	101%
2033	665,030	661,250		661,250		3,780	285,153	0	119%	101%
2034	676,239	674,000		674,000		2,239	287,392	0	115%	100%
2035	678,432	675,750		675,750		2,682	290,074	0	113%	100%
2036	689,866	687,000		687,000		2,866	292,940	0	109%	100%
2037	692,103	687,250	0	687,250	\$295,000	(290,147)	2,793	0	107%	101%
2038	703,766	Ref'd by Ser. '37	700,200	700,200		3,566	6,359	0	148%	101%
2039	706,048		704,000	704,000		2,048	8,406	0	146%	100%
2040	717,944		717,400	717,400		544	8,950	0	141%	100%
2041	720,272		720,000	720,000		272	9,222	0	139%	100%
2042	732,406		732,200	732,200		206	9,427	0	135%	100%
2043	734,780		733,600	733,600		1,180	10,608	0	132%	100%
2044	747,158		744,600	744,600		2,558	13,166	0	128%	100%
2045	749,580		744,800	744,800		4,780	17,946	0	125%	101%
2046	762,205		759,600	759,600		2,605	20,551	0	120%	100%
2047	764,676		763,400	763,400		1,276	21,827	0	117%	100%
2048	777,554		776,600	776,600		954	22,781	0	112%	100%
2049	780,075		778,800	778,800		1,275	24,055	0	109%	100%
2050	793,210		790,400	790,400		2,810	26,866	0	104%	100%
2051	795,782		791,000	791,000		4,782	31,647	0	100%	101%
2052	809,180		806,000	806,000		3,180	34,827	0	95%	100%
2053	811,803		809,800	809,800		2,003	36,831	0	91%	100%
2054	825,470		822,800	822,800		2,670	39,501	0	85%	100%
2055	828,146		824,600	824,600		3,546	43,046	0	81%	100%
2056	842,086		840,600	840,600		1,486	44,532	0	75%	100%
2057	844,816		840,200	840,200		4,616	49,148	0	70%	101%
2058	859,035		859,000	859,000		35	49,183	0	64%	100%
2059	861,819		861,200	861,200		619	49,803	0	59%	100%
2060	876,324		872,400	872,400		3,924	53,726	0	53%	100%
2061	879,164		877,200	877,200		1,964	55,690	0	47%	100%
2062	893,959		890,800	890,800		3,159	58,849	0	41%	100%
2063	896,856		892,800	892,800		4,056	62,905	0	35%	100%
2064	911,947		908,600	908,600		3,347	66,252	0	28%	100%
2065	914,902		912,600	912,600		2,302	68,554	0	21%	100%
2066	930,295		930,200	930,200		95	68,649	0	14%	100%
2067	933,310		930,800	930,800		2,510	0	71,160	7%	100%
Total	30,126,235	5,423,875	24,336,200	29,760,075	295,000	71,160		71,160		

ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
Operations Projection

	Total	Operations Revenue				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 10.000 Target	Ops Mill Levy Collections 100%	Specific Ownership Taxes 6%	County Treasurer Fee 1.50%	Revenue Available for Operations	Total District Mills
2023							
2024							
2025							
2026							
2027	0	10.000	0	0	0	0	10.000
2028	352,082	10.000	3,503	210	(56)	3,658	60.000
2029	3,925,762	10.000	39,061	2,344	(621)	40,784	60.000
2030	6,611,261	10.000	65,782	3,947	(1,046)	68,683	60.000
2031	7,564,278	10.000	75,265	4,516	(1,197)	78,584	60.000
2032	8,692,592	10.000	86,491	5,189	(1,375)	90,306	60.000
2033	8,692,592	10.000	86,491	5,189	(1,375)	90,306	60.000
2034	8,866,444	10.000	88,221	5,293	(1,403)	92,112	60.000
2035	8,866,444	10.000	88,221	5,293	(1,403)	92,112	60.000
2036	9,043,773	10.000	89,986	5,399	(1,431)	93,954	60.000
2037	9,043,773	10.000	89,986	5,399	(1,431)	93,954	60.000
2038	9,224,648	10.000	91,785	5,507	(1,459)	95,833	60.000
2039	9,224,648	10.000	91,785	5,507	(1,459)	95,833	60.000
2040	9,409,141	10.000	93,621	5,617	(1,489)	97,750	60.000
2041	9,409,141	10.000	93,621	5,617	(1,489)	97,750	60.000
2042	9,597,324	10.000	95,493	5,730	(1,518)	99,705	60.000
2043	9,597,324	10.000	95,493	5,730	(1,518)	99,705	60.000
2044	9,789,270	10.000	97,403	5,844	(1,549)	101,699	60.000
2045	9,789,270	10.000	97,403	5,844	(1,549)	101,699	60.000
2046	9,985,056	10.000	99,351	5,961	(1,580)	103,733	60.000
2047	9,985,056	10.000	99,351	5,961	(1,580)	103,733	60.000
2048	10,184,757	10.000	101,338	6,080	(1,611)	105,807	60.000
2049	10,184,757	10.000	101,338	6,080	(1,611)	105,807	60.000
2050	10,388,452	10.000	103,365	6,202	(1,644)	107,923	60.000
2051	10,388,452	10.000	103,365	6,202	(1,644)	107,923	60.000
2052	10,596,221	10.000	105,432	6,326	(1,676)	110,082	60.000
2053	10,596,221	10.000	105,432	6,326	(1,676)	110,082	60.000
2054	10,808,145	10.000	107,541	6,452	(1,710)	112,284	60.000
2055	10,808,145	10.000	107,541	6,452	(1,710)	112,284	60.000
2056	11,024,308	10.000	109,692	6,582	(1,744)	114,529	60.000
2057	11,024,308	10.000	109,692	6,582	(1,744)	114,529	60.000
2058	11,244,795	10.000	111,886	6,713	(1,779)	116,820	60.000
2059	11,244,795	10.000	111,886	6,713	(1,779)	116,820	60.000
2060	11,469,690	10.000	114,123	6,847	(1,815)	119,156	60.000
2061	11,469,690	10.000	114,123	6,847	(1,815)	119,156	60.000
2062	11,699,084	10.000	116,406	6,984	(1,851)	121,539	60.000
2063	11,699,084	10.000	116,406	6,984	(1,851)	121,539	60.000
2064	11,933,066	10.000	118,734	7,124	(1,888)	123,970	60.000
2065	11,933,066	10.000	118,734	7,124	(1,888)	123,970	60.000
2066	12,171,727	10.000	121,109	7,267	(1,926)	126,450	60.000
2067	12,171,727	10.000	121,109	7,267	(1,926)	126,450	60.000
Total			3,887,568	233,254	(61,812)	4,059,010	

SOURCES AND USES OF FUNDS

**ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
50.000 (target) Mills + available PIF Revenues
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)**

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|               |            |
|---------------|------------|
| Dated Date    | 12/01/2027 |
| Delivery Date | 12/01/2027 |

**Sources:**

|                |               |
|----------------|---------------|
| Bond Proceeds: |               |
| Par Amount     | 10,525,000.00 |
|                | 10,525,000.00 |

**Uses:**

|                           |               |
|---------------------------|---------------|
| Project Fund Deposits:    |               |
| Project Fund              | 8,387,125.00  |
| Other Fund Deposits:      |               |
| Capitalized Interest Fund | 789,375.00    |
| Debt Service Reserve Fund | 838,000.00    |
|                           | 1,627,375.00  |
| Cost of Issuance:         |               |
| Other Cost of Issuance    | 300,000.00    |
| Delivery Date Expenses:   |               |
| Underwriter's Discount    | 210,500.00    |
|                           | 10,525,000.00 |

## BOND SUMMARY STATISTICS

**ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2027  
50.000 (target) Mills + available PIF Revenues  
Non-Rated, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)**

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Dated Date	12/01/2027
Delivery Date	12/01/2027
First Coupon	06/01/2028
Last Maturity	12/01/2057
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.162771%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.403386%
Average Coupon	5.000000%
Average Life (years)	21.053
Weighted Average Maturity (years)	21.053
Duration of Issue (years)	12.672
Par Amount	10,525,000.00
Bond Proceeds	10,525,000.00
Total Interest	11,079,000.00
Net Interest	11,289,500.00
Bond Years from Dated Date	221,580,000.00
Bond Years from Delivery Date	221,580,000.00
Total Debt Service	21,604,000.00
Maximum Annual Debt Service	840,000.00
Average Annual Debt Service	720,133.33
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2057	10,525,000.00	100.000	5.000%	21.053	12/19/2048	16,313.75
	10,525,000.00			21.053		16,313.75

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,525,000.00	10,525,000.00	10,525,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-210,500.00	-210,500.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	10,314,500.00	10,014,500.00	10,525,000.00
Target Date	12/01/2027	12/01/2027	12/01/2027
Yield	5.162771%	5.403386%	5.000000%

BOND DEBT SERVICE

**ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2027
50.000 (target) Mills + available PIF Revenues
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)**

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Dated Date                      12/01/2027  
Delivery Date                12/01/2027

| Period<br>Ending | Principal     | Coupon | Interest      | Debt Service  | Annual<br>Debt Service |
|------------------|---------------|--------|---------------|---------------|------------------------|
| 06/01/2028       |               |        | 263,125.00    | 263,125.00    |                        |
| 12/01/2028       |               |        | 263,125.00    | 263,125.00    | 526,250.00             |
| 06/01/2029       |               |        | 263,125.00    | 263,125.00    |                        |
| 12/01/2029       |               |        | 263,125.00    | 263,125.00    | 526,250.00             |
| 06/01/2030       |               |        | 263,125.00    | 263,125.00    |                        |
| 12/01/2030       |               |        | 263,125.00    | 263,125.00    | 526,250.00             |
| 06/01/2031       |               |        | 263,125.00    | 263,125.00    |                        |
| 12/01/2031       | 65,000.00     | 5.000% | 263,125.00    | 328,125.00    | 591,250.00             |
| 06/01/2032       |               |        | 261,500.00    | 261,500.00    |                        |
| 12/01/2032       | 135,000.00    | 5.000% | 261,500.00    | 396,500.00    | 658,000.00             |
| 06/01/2033       |               |        | 258,125.00    | 258,125.00    |                        |
| 12/01/2033       | 145,000.00    | 5.000% | 258,125.00    | 403,125.00    | 661,250.00             |
| 06/01/2034       |               |        | 254,500.00    | 254,500.00    |                        |
| 12/01/2034       | 165,000.00    | 5.000% | 254,500.00    | 419,500.00    | 674,000.00             |
| 06/01/2035       |               |        | 250,375.00    | 250,375.00    |                        |
| 12/01/2035       | 175,000.00    | 5.000% | 250,375.00    | 425,375.00    | 675,750.00             |
| 06/01/2036       |               |        | 246,000.00    | 246,000.00    |                        |
| 12/01/2036       | 195,000.00    | 5.000% | 246,000.00    | 441,000.00    | 687,000.00             |
| 06/01/2037       |               |        | 241,125.00    | 241,125.00    |                        |
| 12/01/2037       | 205,000.00    | 5.000% | 241,125.00    | 446,125.00    | 687,250.00             |
| 06/01/2038       |               |        | 236,000.00    | 236,000.00    |                        |
| 12/01/2038       | 230,000.00    | 5.000% | 236,000.00    | 466,000.00    | 702,000.00             |
| 06/01/2039       |               |        | 230,250.00    | 230,250.00    |                        |
| 12/01/2039       | 245,000.00    | 5.000% | 230,250.00    | 475,250.00    | 705,500.00             |
| 06/01/2040       |               |        | 224,125.00    | 224,125.00    |                        |
| 12/01/2040       | 265,000.00    | 5.000% | 224,125.00    | 489,125.00    | 713,250.00             |
| 06/01/2041       |               |        | 217,500.00    | 217,500.00    |                        |
| 12/01/2041       | 285,000.00    | 5.000% | 217,500.00    | 502,500.00    | 720,000.00             |
| 06/01/2042       |               |        | 210,375.00    | 210,375.00    |                        |
| 12/01/2042       | 310,000.00    | 5.000% | 210,375.00    | 520,375.00    | 730,750.00             |
| 06/01/2043       |               |        | 202,625.00    | 202,625.00    |                        |
| 12/01/2043       | 325,000.00    | 5.000% | 202,625.00    | 527,625.00    | 730,250.00             |
| 06/01/2044       |               |        | 194,500.00    | 194,500.00    |                        |
| 12/01/2044       | 355,000.00    | 5.000% | 194,500.00    | 549,500.00    | 744,000.00             |
| 06/01/2045       |               |        | 185,625.00    | 185,625.00    |                        |
| 12/01/2045       | 375,000.00    | 5.000% | 185,625.00    | 560,625.00    | 746,250.00             |
| 06/01/2046       |               |        | 176,250.00    | 176,250.00    |                        |
| 12/01/2046       | 405,000.00    | 5.000% | 176,250.00    | 581,250.00    | 757,500.00             |
| 06/01/2047       |               |        | 166,125.00    | 166,125.00    |                        |
| 12/01/2047       | 430,000.00    | 5.000% | 166,125.00    | 596,125.00    | 762,250.00             |
| 06/01/2048       |               |        | 155,375.00    | 155,375.00    |                        |
| 12/01/2048       | 465,000.00    | 5.000% | 155,375.00    | 620,375.00    | 775,750.00             |
| 06/01/2049       |               |        | 143,750.00    | 143,750.00    |                        |
| 12/01/2049       | 490,000.00    | 5.000% | 143,750.00    | 633,750.00    | 777,500.00             |
| 06/01/2050       |               |        | 131,500.00    | 131,500.00    |                        |
| 12/01/2050       | 530,000.00    | 5.000% | 131,500.00    | 661,500.00    | 793,000.00             |
| 06/01/2051       |               |        | 118,250.00    | 118,250.00    |                        |
| 12/01/2051       | 555,000.00    | 5.000% | 118,250.00    | 673,250.00    | 791,500.00             |
| 06/01/2052       |               |        | 104,375.00    | 104,375.00    |                        |
| 12/01/2052       | 600,000.00    | 5.000% | 104,375.00    | 704,375.00    | 808,750.00             |
| 06/01/2053       |               |        | 89,375.00     | 89,375.00     |                        |
| 12/01/2053       | 630,000.00    | 5.000% | 89,375.00     | 719,375.00    | 808,750.00             |
| 06/01/2054       |               |        | 73,625.00     | 73,625.00     |                        |
| 12/01/2054       | 675,000.00    | 5.000% | 73,625.00     | 748,625.00    | 822,250.00             |
| 06/01/2055       |               |        | 56,750.00     | 56,750.00     |                        |
| 12/01/2055       | 710,000.00    | 5.000% | 56,750.00     | 766,750.00    | 823,500.00             |
| 06/01/2056       |               |        | 39,000.00     | 39,000.00     |                        |
| 12/01/2056       | 760,000.00    | 5.000% | 39,000.00     | 799,000.00    | 838,000.00             |
| 06/01/2057       |               |        | 20,000.00     | 20,000.00     |                        |
| 12/01/2057       | 800,000.00    | 5.000% | 20,000.00     | 820,000.00    | 840,000.00             |
|                  | 10,525,000.00 |        | 11,079,000.00 | 21,604,000.00 | 21,604,000.00          |

## NET DEBT SERVICE

**ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2027  
50.000 (target) Mills + available PIF Revenues  
Non-Rated, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)**

| Period<br>Ending | Principal     | Interest      | Total<br>Debt Service | Capitalized<br>Interest Fund | Net<br>Debt Service |
|------------------|---------------|---------------|-----------------------|------------------------------|---------------------|
| 12/01/2028       |               | 526,250.00    | 526,250.00            | 526,250.00                   |                     |
| 12/01/2029       |               | 526,250.00    | 526,250.00            | 263,125.00                   | 263,125.00          |
| 12/01/2030       |               | 526,250.00    | 526,250.00            |                              | 526,250.00          |
| 12/01/2031       | 65,000.00     | 526,250.00    | 591,250.00            |                              | 591,250.00          |
| 12/01/2032       | 135,000.00    | 523,000.00    | 658,000.00            |                              | 658,000.00          |
| 12/01/2033       | 145,000.00    | 516,250.00    | 661,250.00            |                              | 661,250.00          |
| 12/01/2034       | 165,000.00    | 509,000.00    | 674,000.00            |                              | 674,000.00          |
| 12/01/2035       | 175,000.00    | 500,750.00    | 675,750.00            |                              | 675,750.00          |
| 12/01/2036       | 195,000.00    | 492,000.00    | 687,000.00            |                              | 687,000.00          |
| 12/01/2037       | 205,000.00    | 482,250.00    | 687,250.00            |                              | 687,250.00          |
| 12/01/2038       | 230,000.00    | 472,000.00    | 702,000.00            |                              | 702,000.00          |
| 12/01/2039       | 245,000.00    | 460,500.00    | 705,500.00            |                              | 705,500.00          |
| 12/01/2040       | 265,000.00    | 448,250.00    | 713,250.00            |                              | 713,250.00          |
| 12/01/2041       | 285,000.00    | 435,000.00    | 720,000.00            |                              | 720,000.00          |
| 12/01/2042       | 310,000.00    | 420,750.00    | 730,750.00            |                              | 730,750.00          |
| 12/01/2043       | 325,000.00    | 405,250.00    | 730,250.00            |                              | 730,250.00          |
| 12/01/2044       | 355,000.00    | 389,000.00    | 744,000.00            |                              | 744,000.00          |
| 12/01/2045       | 375,000.00    | 371,250.00    | 746,250.00            |                              | 746,250.00          |
| 12/01/2046       | 405,000.00    | 352,500.00    | 757,500.00            |                              | 757,500.00          |
| 12/01/2047       | 430,000.00    | 332,250.00    | 762,250.00            |                              | 762,250.00          |
| 12/01/2048       | 465,000.00    | 310,750.00    | 775,750.00            |                              | 775,750.00          |
| 12/01/2049       | 490,000.00    | 287,500.00    | 777,500.00            |                              | 777,500.00          |
| 12/01/2050       | 530,000.00    | 263,000.00    | 793,000.00            |                              | 793,000.00          |
| 12/01/2051       | 555,000.00    | 236,500.00    | 791,500.00            |                              | 791,500.00          |
| 12/01/2052       | 600,000.00    | 208,750.00    | 808,750.00            |                              | 808,750.00          |
| 12/01/2053       | 630,000.00    | 178,750.00    | 808,750.00            |                              | 808,750.00          |
| 12/01/2054       | 675,000.00    | 147,250.00    | 822,250.00            |                              | 822,250.00          |
| 12/01/2055       | 710,000.00    | 113,500.00    | 823,500.00            |                              | 823,500.00          |
| 12/01/2056       | 760,000.00    | 78,000.00     | 838,000.00            |                              | 838,000.00          |
| 12/01/2057       | 800,000.00    | 40,000.00     | 840,000.00            |                              | 840,000.00          |
|                  | 10,525,000.00 | 11,079,000.00 | 21,604,000.00         | 789,375.00                   | 20,814,625.00       |

## BOND SOLUTION

**ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2027  
50.000 (target) Mills + available PIF Revenues  
Non-Rated, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)**

| Period Ending | Proposed Principal | Proposed Debt Service | Debt Service Adjustments | Total Adj Debt Service | Revenue Constraints | Unused Revenues | Debt Service Coverage |
|---------------|--------------------|-----------------------|--------------------------|------------------------|---------------------|-----------------|-----------------------|
| 12/01/2028    |                    | 526,250               | -526,250                 |                        | 125,448             | 125,448         |                       |
| 12/01/2029    |                    | 526,250               | -263,125                 | 263,125                | 356,706             | 93,581          | 135.57%               |
| 12/01/2030    |                    | 526,250               |                          | 526,250                | 534,674             | 8,424           | 101.60%               |
| 12/01/2031    | 65,000             | 591,250               |                          | 591,250                | 594,131             | 2,881           | 100.49%               |
| 12/01/2032    | 135,000            | 658,000               |                          | 658,000                | 662,880             | 4,880           | 100.74%               |
| 12/01/2033    | 145,000            | 661,250               |                          | 661,250                | 665,030             | 3,780           | 100.57%               |
| 12/01/2034    | 165,000            | 674,000               |                          | 674,000                | 676,239             | 2,239           | 100.33%               |
| 12/01/2035    | 175,000            | 675,750               |                          | 675,750                | 678,432             | 2,682           | 100.40%               |
| 12/01/2036    | 195,000            | 687,000               |                          | 687,000                | 689,866             | 2,866           | 100.42%               |
| 12/01/2037    | 205,000            | 687,250               |                          | 687,250                | 692,103             | 4,853           | 100.71%               |
| 12/01/2038    | 230,000            | 702,000               |                          | 702,000                | 703,766             | 1,766           | 100.25%               |
| 12/01/2039    | 245,000            | 705,500               |                          | 705,500                | 706,048             | 548             | 100.08%               |
| 12/01/2040    | 265,000            | 713,250               |                          | 713,250                | 717,944             | 4,694           | 100.66%               |
| 12/01/2041    | 285,000            | 720,000               |                          | 720,000                | 720,272             | 272             | 100.04%               |
| 12/01/2042    | 310,000            | 730,750               |                          | 730,750                | 732,406             | 1,656           | 100.23%               |
| 12/01/2043    | 325,000            | 730,250               |                          | 730,250                | 734,780             | 4,530           | 100.62%               |
| 12/01/2044    | 355,000            | 744,000               |                          | 744,000                | 747,158             | 3,158           | 100.42%               |
| 12/01/2045    | 375,000            | 746,250               |                          | 746,250                | 749,580             | 3,330           | 100.45%               |
| 12/01/2046    | 405,000            | 757,500               |                          | 757,500                | 762,205             | 4,705           | 100.62%               |
| 12/01/2047    | 430,000            | 762,250               |                          | 762,250                | 764,676             | 2,426           | 100.32%               |
| 12/01/2048    | 465,000            | 775,750               |                          | 775,750                | 777,554             | 1,804           | 100.23%               |
| 12/01/2049    | 490,000            | 777,500               |                          | 777,500                | 780,075             | 2,575           | 100.33%               |
| 12/01/2050    | 530,000            | 793,000               |                          | 793,000                | 793,210             | 210             | 100.03%               |
| 12/01/2051    | 555,000            | 791,500               |                          | 791,500                | 795,782             | 4,282           | 100.54%               |
| 12/01/2052    | 600,000            | 808,750               |                          | 808,750                | 809,180             | 430             | 100.05%               |
| 12/01/2053    | 630,000            | 808,750               |                          | 808,750                | 811,803             | 3,053           | 100.38%               |
| 12/01/2054    | 675,000            | 822,250               |                          | 822,250                | 825,470             | 3,220           | 100.39%               |
| 12/01/2055    | 710,000            | 823,500               |                          | 823,500                | 828,146             | 4,646           | 100.56%               |
| 12/01/2056    | 760,000            | 838,000               |                          | 838,000                | 842,086             | 4,086           | 100.49%               |
| 12/01/2057    | 800,000            | 840,000               |                          | 840,000                | 844,816             | 4,816           | 100.57%               |
|               | 10,525,000         | 21,604,000            | -789,375                 | 20,814,625             | 21,122,464          | 307,839         |                       |



## SOURCES AND USES OF FUNDS

**ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037  
Pay & Cancel Refunding of (proposed) Series 2027 + New Money  
50.000 (target) Mills + available PIF Revenues  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)**

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Dated Date	12/01/2037
Delivery Date	12/01/2037

Sources:

Bond Proceeds:	
Par Amount	13,630,000.00
Other Sources of Funds:	
Funds on Hand*	295,000.00
Series 2027 - DSRF*	838,000.00
	1,133,000.00
	14,763,000.00

Uses:

Project Fund Deposits:	
Project Fund	5,054,850.00
Refunding Escrow Deposits:	
Cash Deposit*	9,440,000.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	68,150.00
	14,763,000.00

[*] Estimated balances, (tbd).

BOND SUMMARY STATISTICS

**ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
50.000 (target) Mills + available PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)**

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|                                   |                |
|-----------------------------------|----------------|
| Dated Date                        | 12/01/2037     |
| Delivery Date                     | 12/01/2037     |
| First Coupon                      | 06/01/2038     |
| Last Maturity                     | 12/01/2067     |
| Arbitrage Yield                   | 4.000000%      |
| True Interest Cost (TIC)          | 4.038903%      |
| Net Interest Cost (NIC)           | 4.000000%      |
| All-In TIC                        | 4.154739%      |
| Average Coupon                    | 4.000000%      |
| Average Life (years)              | 19.637         |
| Weighted Average Maturity (years) | 19.637         |
| Duration of Issue (years)         | 13.130         |
| Par Amount                        | 13,630,000.00  |
| Bond Proceeds                     | 13,630,000.00  |
| Total Interest                    | 10,706,200.00  |
| Net Interest                      | 10,774,350.00  |
| Bond Years from Dated Date        | 267,655,000.00 |
| Bond Years from Delivery Date     | 267,655,000.00 |
| Total Debt Service                | 24,336,200.00  |
| Maximum Annual Debt Service       | 930,800.00     |
| Average Annual Debt Service       | 811,206.67     |
| Underwriter's Fees (per \$1000)   |                |
| Average Takedown                  |                |
| Other Fee                         | 5.000000       |
| Total Underwriter's Discount      | 5.000000       |
| Bid Price                         | 99.500000      |

| Bond Component     | Par Value     | Price   | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|--------------------|---------------|---------|----------------|--------------|-----------------------|-------------------|
| Term Bond due 2067 | 13,630,000.00 | 100.000 | 4.000%         | 19.637       | 07/21/2057            | 23,716.20         |
|                    | 13,630,000.00 |         |                | 19.637       |                       | 23,716.20         |

|                            | TIC           | All-In TIC    | Arbitrage Yield |
|----------------------------|---------------|---------------|-----------------|
| Par Value                  | 13,630,000.00 | 13,630,000.00 | 13,630,000.00   |
| + Accrued Interest         |               |               |                 |
| + Premium (Discount)       |               |               |                 |
| - Underwriter's Discount   | -68,150.00    | -68,150.00    |                 |
| - Cost of Issuance Expense |               | -200,000.00   |                 |
| - Other Amounts            |               |               |                 |
| Target Value               | 13,561,850.00 | 13,361,850.00 | 13,630,000.00   |
| Target Date                | 12/01/2037    | 12/01/2037    | 12/01/2037      |
| Yield                      | 4.038903%     | 4.154739%     | 4.000000%       |



## NET DEBT SERVICE

**ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT  
WELD COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037  
Pay & Cancel Refunding of (proposed) Series 2027 + New Money  
50.000 (target) Mills + available PIF Revenues  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)**

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Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2038	155,000.00	545,200.00	700,200.00	700,200.00
12/01/2039	165,000.00	539,000.00	704,000.00	704,000.00
12/01/2040	185,000.00	532,400.00	717,400.00	717,400.00
12/01/2041	195,000.00	525,000.00	720,000.00	720,000.00
12/01/2042	215,000.00	517,200.00	732,200.00	732,200.00
12/01/2043	225,000.00	508,600.00	733,600.00	733,600.00
12/01/2044	245,000.00	499,600.00	744,600.00	744,600.00
12/01/2045	255,000.00	489,800.00	744,800.00	744,800.00
12/01/2046	280,000.00	479,600.00	759,600.00	759,600.00
12/01/2047	295,000.00	468,400.00	763,400.00	763,400.00
12/01/2048	320,000.00	456,600.00	776,600.00	776,600.00
12/01/2049	335,000.00	443,800.00	778,800.00	778,800.00
12/01/2050	360,000.00	430,400.00	790,400.00	790,400.00
12/01/2051	375,000.00	416,000.00	791,000.00	791,000.00
12/01/2052	405,000.00	401,000.00	806,000.00	806,000.00
12/01/2053	425,000.00	384,800.00	809,800.00	809,800.00
12/01/2054	455,000.00	367,800.00	822,800.00	822,800.00
12/01/2055	475,000.00	349,600.00	824,600.00	824,600.00
12/01/2056	510,000.00	330,600.00	840,600.00	840,600.00
12/01/2057	530,000.00	310,200.00	840,200.00	840,200.00
12/01/2058	570,000.00	289,000.00	859,000.00	859,000.00
12/01/2059	595,000.00	266,200.00	861,200.00	861,200.00
12/01/2060	630,000.00	242,400.00	872,400.00	872,400.00
12/01/2061	660,000.00	217,200.00	877,200.00	877,200.00
12/01/2062	700,000.00	190,800.00	890,800.00	890,800.00
12/01/2063	730,000.00	162,800.00	892,800.00	892,800.00
12/01/2064	775,000.00	133,600.00	908,600.00	908,600.00
12/01/2065	810,000.00	102,600.00	912,600.00	912,600.00
12/01/2066	860,000.00	70,200.00	930,200.00	930,200.00
12/01/2067	895,000.00	35,800.00	930,800.00	930,800.00
	13,630,000.00	10,706,200.00	24,336,200.00	24,336,200.00

SUMMARY OF BONDS REFUNDED

**ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037
Pay & Cancel Refunding of (proposed) Series 2027 + New Money
50.000 (target) Mills + available PIF Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)**

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| Bond                                                           | Maturity Date | Interest Rate | Par Amount   | Call Date  | Call Price |
|----------------------------------------------------------------|---------------|---------------|--------------|------------|------------|
| 6/24/25: Ser 27 NR SP, 5.00%, 100x, 50.00mils+PIF, FG+2% BiRe: |               |               |              |            |            |
| TERM57                                                         | 12/01/2038    | 5.000%        | 230,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2039    | 5.000%        | 245,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2040    | 5.000%        | 265,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2041    | 5.000%        | 285,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2042    | 5.000%        | 310,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2043    | 5.000%        | 325,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2044    | 5.000%        | 355,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2045    | 5.000%        | 375,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2046    | 5.000%        | 405,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2047    | 5.000%        | 430,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2048    | 5.000%        | 465,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2049    | 5.000%        | 490,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2050    | 5.000%        | 530,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2051    | 5.000%        | 555,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2052    | 5.000%        | 600,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2053    | 5.000%        | 630,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2054    | 5.000%        | 675,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2055    | 5.000%        | 710,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2056    | 5.000%        | 760,000.00   | 12/01/2037 | 100.000    |
|                                                                | 12/01/2057    | 5.000%        | 800,000.00   | 12/01/2037 | 100.000    |
|                                                                |               |               | 9,440,000.00 |            |            |

## ESCROW REQUIREMENTS

**ERIE SPORTS PARK BUSINESS IMPROVEMENT DISTRICT**  
**WELD COUNTY, COLORADO**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2037**  
**Pay & Cancel Refunding of (proposed) Series 2027 + New Money**  
**50.000 (target) Mills + available PIF Revenues**  
**Assumes Investment Grade, 100x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)**

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Dated Date	12/01/2037
Delivery Date	12/01/2037

Period Ending	Principal Redeemed	Total
12/01/2037	9,440,000.00	9,440,000.00
	9,440,000.00	9,440,000.00

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Public Notice

NOTICE TO CREDITORS
Estate of **ALBERT STUART** aka **AL STUART** and **ALBERT STUART FINK**, Deceased

Case Number 2025PR30462
All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Boulder County, Colorado on or before February 22, 2026 or the claims may be forever barred.
Michael Shuster, Personal Representative
C/O Hannah J. Wurl, CAPLAN AND EARNEST LLC 3107 Iris Avenue, Ste 100 Boulder, CO 80301
Published: Colorado Hometown Weekly October 22, 2025 - November 5, 2025-2138929

Abandoned Vehicle
1997 Thor Pinnacle
Vin#3FCMF53G5VJAO 7828
Monarch Towing
10891 County Rd 7.5
Longmont, CO. 80501
Published: Colorado Hometown Weekly October 22, 2025-2139687

Public Notice

STATE OF COLORADO, TOWN OF ERIE, COUNTY OF WELD

NOTICE OF PUBLIC HEARING

IN RE THE ORGANIZATION OF THE ERIE SPORTS BUSINESS IMPROVEMENT DISTRICT, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town of Erie, Weld County, Colorado, a Petition for the Organization of a Business Improvement District ("Petition") and related documents for the proposed Erie Sports Business Improvement District. The Petition proposes the organization of a business improvement district to be named Erie Sports Business Improvement District (the "District") pursuant to Part 12, Article 25, Title 31, Colorado Revised Statutes. The Petition and related documents are on file in the office of the Town Clerk, 645 Holbrook Street, Erie, Colorado 80516, and are available for public inspection.

The property affected is located in the Town of Erie, Weld County, Colorado. The boundaries and proposed service area of the District include certain parcels of commercial property generally located at the south of Bonnell Avenue and east of County Line Road in the Town of Erie, Weld County.

The primary purpose of the District will be to undertake and provide services related to the proposed Erie Sports project, including but not limited to consulting with respect to planning and managing development activities; promotion and marketing of District activities; organization, promoting, marketing and management of public events; support of business recruitment, management, and development; security for businesses and public areas within the District; design assistance; and construction, financing, acquisition, operations and maintenance of any and all "improvements" as more specifically defined in Section 31-25-1203(5), Colorado Revised Statutes.

NOTICE IS HEREBY FURTHER GIVEN that the Town Council of the Town of Erie, State of Colorado, will hold a public hearing at 6:30 p.m., on November 4, 2025, at 645 Holbrook Street, Erie, Colorado, 80516, for the purpose of considering the Petition. If it appears that a Petition for the organization of the District has been duly signed and presented in conformity with part 12 of article 25 of title 31, C.R.S., and that the allegations of the Petition are true, and that the types of services or improvements to be provided by the District best satisfy the purposes set forth in part 12 of article 25 of title 31, C.R.S., the Town Council, by ordinance duly adopted and made effective, shall adjudicate all questions of jurisdiction, declare the District organized and give it the corporate name specified in the Petition by which, in all proceedings, it shall thereafter be known.

NOTICE IS HEREBY FURTHER GIVEN that pursuant to Section 31-25-1208, Colorado Revised Statutes, no property classified for tax purposes as residential or agricultural shall be included within the District. Owners of such real property may file a petition with the Town Council of the Town of Erie requesting exclusion from the District.

NOTICE IS HEREBY FURTHER GIVEN that pursuant to Section 31-25-1203(10), Colorado Revised Statutes, the Town Council shall also consider during the public hearing at 6:30 p.m., on November 4, 2025, at 645 Holbrook Street, Erie, Colorado, 80516, the designation of some or all of the service area of the District as a location for new business or commercial development.

BY ORDER OF THE TOWN CLERK, TOWN OF ERIE

Published: Colorado Hometown Weekly October 22, 2025-2139262

NOTICE OF PUBLIC HEARING ON THE PROPOSED 2026 BUDGET AND NOTICE OF PUBLIC HEARING ON THE AMENDED 2025 BUDGET

The Board of Directors (the "Board") of the PARKDALE COMMUNITY AUTHORITY (the "Authority"), will hold a public hearing via teleconference on NOVEMBER 19, 2025 at 11:00 a.m., to consider adoption of the Authority's proposed 2025 budget (the "Proposed Budget"), and, if necessary, adoption of an amendment to the 2024 budget (the "Amended Budget"). The public hearing can be joined using the following teleconference information:
https://us06web.zoom.us/j/88624255299?pwd=3hueutdTpv4RoCZvOJH4x17zZKMkb.1
Meeting ID: 886 2425 5299
Passcode: 869844
Call-in Number: +1-720-707-2699

The Proposed Budget and Amended Budget are available for inspection by the public at the offices of CliftonLarsonAllen, LLP, 2001 16th St, Suite 1700, Denver, CO 80202.

Any interested elector of the Authority may file any objections to the Proposed Budget and Amended Budget at any time prior to the final adoption of the Proposed Budget or the Amended Budget by the Board.

The agenda for any meeting may be obtained at https://www.parkdalemetrodistrict.com/ or by calling (303) 858-1800.

BY ORDER OF THE BOARD OF DIRECTORS: PARKDALE COMMUNITY AUTHORITY, a quasi-municipal corporation and political subdivision of the State of Colorado

/s/ WBA, PC
Attorneys at Law

Published: Colorado Hometown Weekly October 22, 2025 - 2139061

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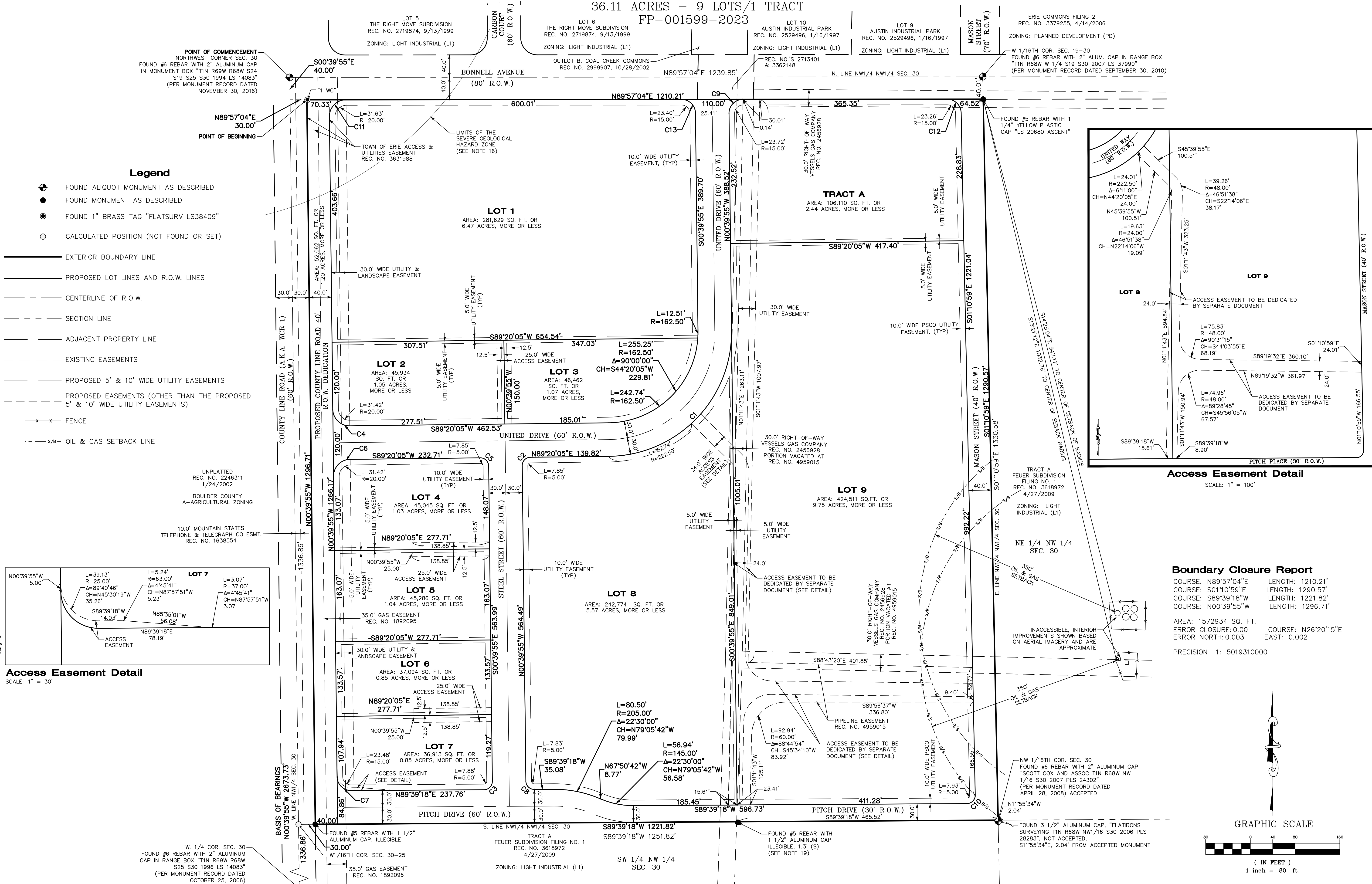
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ERIE SPORTS COMPLEX SUBDIVISION FINAL PLAT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2
36.11 ACRES - 9 LOTS/1 TRACT
FP-001599-2023



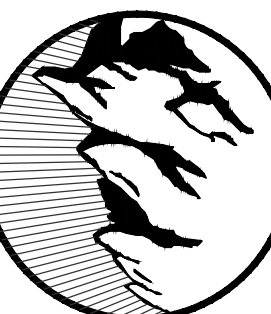
DATE	REVISION
2023-08-08	1 - Revisions per Client
2023-08-09	2 - Revisions per Client
	3
	4
	5
	6
	7
	8
	9

ERIE SPORTS COMPLEX SUBDIVISION
FINAL PLAT

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6/7/2023
DRAWN BY:
E. PRESCOTT
CHECKED BY:
WW/JZG/MV

SHEET 2 OF 2

**Town of Erie
Resolution No. 24-179**

**A Resolution of the Town Council of the Town of Erie Approving a
Development Agreement and Accepting Dedications as shown on
the Final Plat for the Erie Indoor Sports Subdivision**

Whereas, on June 16, 2023, ESC, LLC submitted an application for approval of a Final Plat for the Erie Indoor Sports Subdivision (the "Final Plat");

Whereas, on October 28, 2024, the Planning and Development Director conditionally approved the Final Plat, on the condition that the Town Council accepts all dedications as shown on the Final Plat and approve an associated development agreement;

Whereas, on December 10, 2024, the Town Council considered the Development Agreement and the acceptance of the dedications as shown on the Final Plat; and

Whereas, the Town Council desires to approve the Development Agreement and accept the dedications as shown on the Final Plat.

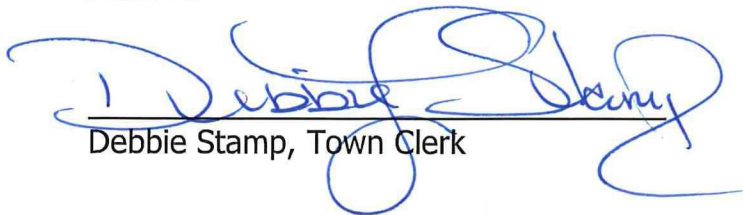
Now Therefore be it Resolved by the Town Council of the Town of Erie, Colorado, that:

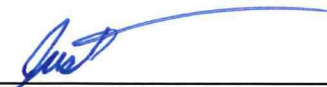
Section 1. The Town Council hereby accepts the dedications shown on the Final Plat.

Section 2. The Town Council hereby approves the Development Agreement for the Erie Indoor Sports Subdivision in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Development Agreement on behalf of the Town.

Adopted this 10th day of December, 2024.

Attest:


Debbie Stamp, Town Clerk


Justin Brooks, Mayor



Development Agreement
(Erie Indoor Sports)

16th This Development Agreement (the "Agreement") is made and entered into this day of December, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and ESC, LLC, a Colorado Limited Liability Company with an address of 1035 Pearl Street #205, Boulder, CO 80302 ("Developer") (each a "Party" and collectively the "Parties").

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

Whereas, Developer wishes to develop the Property (the "Development"), and has filed an application for approval of a final plat (the "Final Plat"); and

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

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

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Development may proceed. All provisions of this Agreement are in addition to, and not in lieu of, any requirements of the Erie Municipal Code (the "Code") and other applicable law.

2. District. The Town acknowledges that Developer has formed or may form one or more metropolitan districts (collectively the "District") for the purpose of providing facilities and services for the Development, either independently or as Developer's designee under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, any obligation of Developer under this Agreement may be performed by or on behalf of the District, provided that the District will be bound by this Agreement for any obligations that it undertakes on behalf of Developer.

3. Construction of Improvements.

a. General. Developer shall, at its own expense, design, construct and install all public improvements necessary for the Development, including without limitation streets, alleys, curbs, gutters, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage facilities, and trails and park improvements (collectively the "Improvements"). A list of the required Improvements is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Omission of any

necessary Improvement from **Exhibit B** does not relieve Developer from responsibility for furnishing, installing or constructing such Improvement.

b. *Construction Standards.* Developer shall construct the Improvements in accordance with plans approved by the Town (the "Plans"), as well as the Town's Standards and Specifications for Design and Construction of Public Improvements (the "Standards"). Developer shall furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Improvements. These services shall be performed by or under the supervision of a professional engineer licensed in the State of Colorado.

c. *Public Improvement Permit.* Before the construction of any Improvements, Developer shall obtain a Public Improvement Permit ("PIP") from the Town as provided in the Code. Developer shall reimburse the Town for any expenses incurred by the Town for review of the application or associated documents. Unless otherwise approved by Town, overlot grading shall not be initiated until the Town approves drainage plans by the issuance of the PIP.

d. *Testing and Inspection.* Developer shall employ, at its own expense, a licensed testing company to perform all testing of materials or construction reasonably required by the Town. Developer shall furnish copies of test results to the Town on a timely basis. At all times during construction, the Town shall have access to inspect materials and work, and all materials and work not conforming to the Plans or Standards shall be repaired or removed and replaced at Developer's expense.

e. *Rights-of-way and Easements.* Prior to construction of any Improvements that require additional rights-of-way or easements, Developer shall acquire at its own expense all such rights-of-way and easements. Any easements or rights-of-way conveyed to the Town shall be free and clear of liens, taxes and encumbrances and shall be conveyed on documents in a form acceptable to the Town.

f. *Permits.* Developer shall, at its own cost, obtain the following permits, as applicable:

- i. Any permits required by the United States Corps of Engineers.
- ii. Colorado Department of Health and Environment General Permit for Stormwater Discharges Associated with Construction Activity.
- iii. Grading, stormwater quality and right-of-way permits.
- iv. Air quality permit.

g. *As-Built Drawings.* Upon completion of construction of the Improvements, Developer shall provide the Town with complete "as-built" drawings in the form required by the Standards.

h. *Applicable Law.* Developer shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

4. Acceptance of Improvements and Warranty.

a. *Initial Acceptance.* No later than 10 days after Improvements are substantially complete, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval. All Improvements shall receive Initial Acceptance on or before January 1, 2027.

i. If the Improvements are satisfactory, the Town shall grant Initial Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Initial Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within 30 days of said notice. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of such work to determine if Initial Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement. The costs of re-inspection shall be borne by Developer.

b. *Final Acceptance.* At least 30 days before 2 years has elapsed from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Developer shall

request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval.

i. If the Improvements are satisfactory, the Town shall grant Final Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the work required to receive Final Acceptance. After Developer completes such work, Developer shall request a re-inspection, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work. If Developer does not complete the required work in an acceptable manner within 30 days, Developer shall be in breach of this Agreement.

c. *Warranty.* For all Improvements to be dedicated to the Town, Developer shall provide the Town with a 2-year warranty, commencing on the date of Initial Acceptance (the "Warranty Period"). Specifically, but not by way of limitation, Developer shall warrant that: the title is marketable and its transfer rightful; the Improvements are free from any security interest or other lien or encumbrance; and the Improvements are free of defects in materials or workmanship. During the Warranty Period, Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make all necessary repairs or replacements.

5. Maintenance.

a. *Improvements.* Unless dedicated to and accepted in writing by the Town for maintenance, all Improvements shall be maintained by Developer. Acceptance by the Town of ownership of any Improvement does not constitute acceptance by the Town of maintenance for such Improvement. If Developer wishes to transfer maintenance obligations to the District or any other entity, including an owners' association, Developer shall obtain prior written approval from the Town.

b. *Vacant Lots/Tracts.* Developer shall be responsible for maintenance, including without limitation weed control and debris removal, on all vacant lots/tracts until such time as such lots/tracts are developed.

6. Improvement Guarantee.

a. *Amount and Form.* To secure the construction and installation of the Improvements, Developer shall provide a letter of credit or cash in an amount equal to 115% of the total costs listed in **Exhibit B** (the "Improvement Guarantee"), a form approved by the Town.

b. *Timing.* Developer shall not commence construction, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Improvement Guarantee.

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

d. *Reduction.* Upon Initial Acceptance of Improvements, the Improvement Guarantee shall be reduced to the amount of 25% of the total actual cost of construction and installation of such Improvements. The reduced Improvement Guarantee shall be held by the Town during the Warranty Period.

7. Reimbursements.

a. *To the Town.* Developer shall reimburse the Town for a proportional cost of improvements previously constructed by the Town that benefit the Property, in the amounts and during the times established by the Town at the time that Developer submits a request for site plan approval.

b. *To Developer.* Developer may request reimbursement for the oversize portion of utilities and other infrastructure and a *pro rata* portion of the cost of off-site Improvements, from other properties that benefit from such Improvements. However, nothing contained in this Agreement shall create an obligation on the part of the Town to pay or reimburse any costs to Developer in the event such costs are not recovered by the Town, from the properties that use such Improvements.

8. Fees.

a. In lieu of constructing the half buildout of Mason Street and Pitch Drive required for the Development, Developer shall pay a fee to the Town as contribution to the eventual construction of Mason Street and Pitch Drive, in the amount of \$756,135. Such fee shall be paid within 30 days of the earlier of: written notice from the Town that the Town is commencing the street buildout; or issuance of a site plan building permit.

b. Developer shall pay 25% of the estimated cost of the proposed traffic signal to be located at the intersection of County Line Road and Bonnell Avenue, in the amount

of \$205,000. Such fee shall be paid within 30 days of the earlier of: written notice from the Town that the Town is commencing the street buildout; or issuance of a site plan building permit.

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

10. Developer's Representations and Warranties. Developer hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms; the person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer; to the best of Developer's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor, to the best of Developer's knowledge, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to Develop the Property as contemplated; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

11. Vested Rights. The Final Plat constitutes a site specific development plan as defined in C.R.S. § 24-68-101, *et seq.*, and Chapter 3 of Title 9 of the Erie Municipal Code, and shall create vested property rights for 3 years from the date of approval of the Final Plat, provided that all required procedures are followed. The Final Plat shall include the language required by C.R.S. § 24-68-102(4)(a). Developer shall be responsible for publication of the notice required by C.R.S. § 24-68-103(c).

12. Breach.

a. *Remedies*. If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town,

as the Town deems necessary to protect the public health, safety and welfare. The Town's remedies include without limitation:

- i. The refusal to issue any building permit or certificate of occupancy;
- ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- iii. A draw on the Improvement Guarantee; and
- iv. Any other remedy available at law or in equity.

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

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

13. Miscellaneous.

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

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

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

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

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

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

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

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

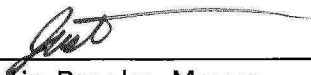
i. *Recordation.* This Agreement shall be recorded in the real estate records of the Weld County Clerk and Recorder, and shall be a covenant running with the Property.

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

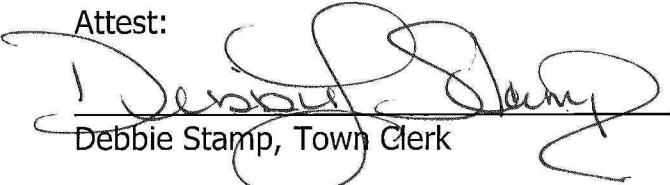
k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms,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

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

Town of Erie, Colorado


Justin Brooks, Mayor

Attest:


Debbie Stamp, Town Clerk

Developer

By: _____

Michael B.

State of Colorado)

County of Boulder) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 7th day of November, 2024, by Michael Booma as the manager of ESC, LLC.

My commission expires: 10/05/2025
(Seal)

Molly Beytien
Notary Public

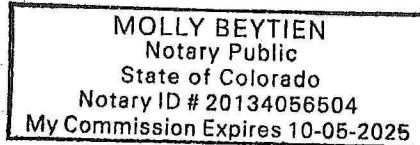
Exhibits List**Exhibit A – Legal Description****Exhibit B – Improvements**

Exhibit A Legal Description

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

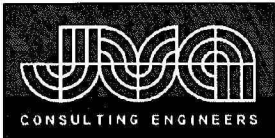
CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30 TO BEAR NORTH 00°39'55" WEST, A DISTANCE OF 2673.73 FEET BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "T1N R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN MONUMENT BOX, "T1N R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST CORNER OF SECTION 30, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 30;
THENCE ALONG SAID WEST LINE, SOUTH 00°39'55" EAST, A DISTANCE OF 40.00 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°57'04" EAST, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING;

THENCE ALONG A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30, NORTH 89°57'04" EAST, A DISTANCE OF 1210.21 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30;
THENCE ALONG SAID EAST LINE, SOUTH 01°10'59" EAST, A DISTANCE OF 1290.57 FEET TO THE NORTHWEST 1/16TH CORNER OF SAID SECTION 30;
THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, SOUTH 89°39'18" WEST, A DISTANCE OF 1221.82 FEET;
THENCE ALONG A LINE LYING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, NORTH 00°39'55" WEST, A DISTANCE OF 1296.71 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,572,934 SQ. FT., OR 36.11 ACRES, MORE OR LESS.

Exhibit B
Improvements



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
Ph: 303.444.1951
Fax: 303.444.1957

Job Name: Erie Indoor Sports
Job Number: 3425c
Date: 05/03/2024
By: AJC/TMP
Phase: Final Plat Resubmittal

Exhibit B: Engineer's Estimate of Probable Cost
for
ERIE INDOOR SPORTS
ERIE, COLORADO

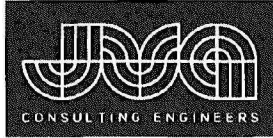
	Quantity	Units	Unit Cost	Total
General Sitework				
Demo Existing 2' Curb & Gutter	230	LF	\$16.00	\$3,680.00
Demo Existing Asphalt	2,125	SY	\$21.00	\$44,625.00
Demo Existing Wet Utility Piping & Appertunances	1,276	LF	\$35.00	\$44,660.00
Pavement Sawcut - Asphalt	1,610	LF	\$10.00	\$16,100.00
Clear and Grub	30	AC	\$7,000.00	\$212,800.00
Subgrade - 12" Scarify and Recompact - Gravel Roads	1,083	CY	\$3.00	\$3,249.00
Subgrade - Scarify and Recompact - Roadway	2,885	CY	\$3.00	\$8,655.00
Earthwork - Cut and Fill Onsite Material	43,720	CY	\$6.50	\$284,180.00
Earthwork - Export Excess Cut	1,853	CY	\$25.00	\$46,325.00
	General Sitework Subtotal			\$664,274.00
Pavements				
Aggregate Subbase - 12" (County Line Rd)	2,127	TONS	\$65.00	\$138,255.00
Aggregate Subbase - 8" (Local Roads)	2,935	TONS	\$65.00	\$190,775.00
Class 6 Base Course - Gravel Paths	1,266	TONS	\$65.00	\$82,290.00
Asphalt T-Patch (Hand Mill & Patch)	1,900	SF	\$24.00	\$45,600.00
Asphalt Paving - 8" (County Line Rd)	1,582	TONS	\$150.00	\$237,300.00
Asphalt Paving - 5" (Local Roads)	2,046	TONS	\$150.00	\$306,900.00
Concrete - 6" - Sidewalk & Medians	4,775	SY	\$105.00	\$501,375.00
Concrete - 6" - Drive cuts	220	SY	\$105.00	\$23,100.00
Concrete - 8" (rebar reinforced) - cross pans	375	SY	\$185.00	\$69,375.00
Concrete - Curb & Gutter - 2' Pan	6,420	LF	\$42.00	\$269,640.00
Concrete - Curb & Gutter - Median - 1.5' Pan	113	LF	\$39.00	\$4,407.00
Concrete - Curb Ramp	10	EA	\$2,125.00	\$21,250.00
Concrete - Trickle Channel - Detention Pond	291	LF	\$100.00	\$29,100.00
Striping - Symbols Paint	24	EA	\$460.00	\$11,040.00
Striping - Thermoplastic	3,605	SF	\$25.00	\$90,125.00
Signage - Site w/ Bollard - including road closure on Pitch Dr	10	EA	\$1,350.00	\$13,500.00
Signage - Roadway	13	EA	\$1,200.00	\$15,600.00
	Pavements Subtotal			\$2,049,632.00

	Quantity	Units	Unit Cost	Total
Utility - Water				
Irrigation and Service Taps - includes corp and curb stop	19	EA	\$5,500.00	\$104,500.00
Meter Manhole	19	EA	\$6,500.00	\$123,500.00
Water Line - 1" Copper	120	LF	\$102.00	\$12,240.00
Water Line - 1-1/2" Copper	275	LF	\$115.00	\$31,625.00
Water Line - 2" Copper	80	LF	\$132.00	\$10,560.00
Water Line - 2-1/2" Copper	25	LF	\$149.00	\$3,725.00
Water Line - 6" DIP	165	LF	\$138.00	\$22,770.00
Water Line - 20" DIP	1334	LF	\$215.00	\$286,810.00
Water Line - 6" PVC C900	205	LF	\$116.00	\$23,780.00
Water Line - 8" PVC C900	2420	LF	\$128.00	\$309,760.00
Gate Valve - 6" w/ Box	18	EA	\$4,400.00	\$79,200.00
Gate Valve - 8" w/ Box	20	EA	\$5,200.00	\$104,000.00
Gate Valve - 12" w/ Box	3	EA	\$6,200.00	\$18,600.00
Butterfly Valve - 20" w/ 5' diameter Vault	5	EA	\$20,000.00	\$100,000.00
Air Reducing Valve - 8"	1	EA	\$3,000.00	\$3,000.00
Tee - 8"	21	EA	\$1,300.00	\$27,300.00
Tee - 12"	1	EA	\$1,600.00	\$1,600.00
Tee - 20"	2	EA	\$3,000.00	\$6,000.00
Reducer - 20"x12"	2	EA	\$1,400.00	\$2,800.00
Bend - 8" (less than 90 degrees)	46	EA	\$1,100.00	\$50,600.00
Bend - 20" (less than 90 degrees)	4	EA	\$1,700.00	\$6,800.00
Cap - 8"	2	EA	\$1,100.00	\$2,200.00
Fire Hydrant Assembly - 6"	10	EA	\$10,800.00	\$108,000.00
Tracer Wire Test Station	1	EA	\$1,200.00	\$1,200.00
	Utility - Water Subtotal			\$1,440,570.00
Utility - Sanitary Sewer				
Sewer Line - 6" PVC SDR 35	320	LF	\$112.00	\$35,840.00
Sewer Line - 8" PVC SDR 35	1,915	LF	\$153.00	\$292,995.00
Manhole - 4' Diameter	11	EA	\$4,900.00	\$53,900.00
Service Connection - Cut in Wye	9	EA	\$4,500.00	\$40,500.00
Video Inspection	1	LF	\$0.00	\$0.00
	Utility - Sanitary Sewer Subtotal			\$423,235.00
Utility - Storm Drainage System				
Storm Line - 12" RCP	87	LF	\$110.00	\$9,570.00
Storm Line - 18" RCP	592	LF	\$125.00	\$73,941.25
Storm Line - 24" RCP	198	LF	\$160.00	\$31,659.20
Storm Line - 30" RCP	386	LF	\$185.00	\$71,358.20
Storm Line - 36" RCP	369	LF	\$215.00	\$79,255.45
Storm Line - 42" RCP	555	LF	\$250.00	\$138,867.50
Storm Line - 48" RCP	95	LF	\$290.00	\$27,425.30
FES - 12" Concrete w/ Riprap Surround	4	EA	\$2,200.00	\$8,800.00
FES - 24" Concrete w/ Riprap Surround	2	EA	\$3,100.00	\$6,200.00
FES - 30" Concrete w/ Riprap Surround	1	EA	\$3,500.00	\$3,500.00
FES - 48" Concrete w/ Riprap Surround	1	EA	\$5,200.00	\$5,200.00
Concrete Forebay	1	EA	\$5,000.00	\$5,000.00
Manhole - 4' Diameter	7	EA	\$4,500.00	\$31,500.00
Manhole - 5' Diameter	9	EA	\$6,500.00	\$58,500.00
Manhole - 8' Diameter	1	EA	\$12,000.00	\$12,000.00
Inlet - Type C Field	1	EA	\$5,900.00	\$5,900.00
Inlet - Type D Field	1	EA	\$7,100.00	\$7,100.00
Inlet - 5' Type R	12	EA	\$7,800.00	\$93,600.00
Inlet - 10' Type R	4	EA	\$10,400.00	\$41,600.00
Detention Pond Outlet Structure	1	EA	\$14,000.00	\$14,000.00
	Utility - Storm Drainage System Subtotal			\$724,976.90

	Quantity	Units	Unit Cost	Total
Erosion Control				
Concrete Washout	3	EA	\$3,200.00	\$9,600.00
Slope Protection Mat	7836	SY	\$6.00	\$47,016.00
Inlet Protection	27	EA	\$500.00	\$13,500.00
Sediment Control Logs - Straw Wattles	14431	LF	\$9.00	\$129,879.00
Vehicle Tracking Control	8	EA	\$4,750.00	\$38,000.00
Outfall Protection w/ Riprap	3	EA	\$1,500.00	\$4,500.00
Fuel Containment Area	1	EA	\$3,500.00	\$3,500.00
Erosion Control Maintenance (months)	1	LS	\$100,000.00	\$100,000.00
	Erosion Control Subtotal			\$345,995.00
Landscaping				
Canopy Tree 2" Cal.	204	EA	\$600.00	\$122,400.00
Evergreen Tree 6-8' Height	24	EA	\$575.00	\$13,800.00
Ornamental Tree 1.5' Cal.	35	EA	\$450.00	\$15,750.00
Deciduous Shrub 5 Gal.	232	EA	\$45.00	\$10,440.00
Evergreen Shrub 5 Gal.	170	EA	\$50.00	\$8,500.00
Ornamental Grass 1 Gal.	131	EA	\$25.00	\$3,275.00
Perennial 1 Gal.	16	EA	\$20.00	\$320.00
Wood Mulch	7,129	EA	\$2.00	\$14,258.00
Sod	33,912	EA	\$1.25	\$42,390.00
Seed Mix-01	121,681	EA	\$0.50	\$60,840.50
Seed Mix-02	42,926	EA	\$0.50	\$21,463.00
Soil Prep/Fine Grading	49,514	EA	\$0.30	\$14,854.20
Steel Edger	611	EA	\$4.00	\$2,444.00
	Track & Field Subtotal			\$330,734.70

PROJECT TOTAL \$5,979,417.60

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.



JVA, Incorporated
 1319 Spruce Street
 Boulder, CO 80302
 Ph: 303.444.1951
 Fax: 303.444.1957

Job Name: Erie Indoor Sports
 Job Number: 3425c
 Date: 09/19/2024
 By: AJC/TMP
 Phase: Final Plat Resubmittal

Exhibit C Engineer's Estimate of Probable Cost*
 for
ERIE INDOOR SPORTS - FUTURE MASON ST & PITCH DRIVE BUILDOUT
ERIE, COLORADO

	Quantity	Units	Unit Cost	Total
General Sitework				
Pavement Sawcut - Asphalt	77	LF	\$10.00	\$770.00
Clear and Grub	3.8	AC	\$7,000.00	\$26,600.00
Subgrade - Scarify and Recompact - Roadway	64,100	CY	\$3.00	\$192,300.00
Earthwork - Cut and Fill Onsite Material	20,000	CY	\$6.50	\$130,000.00
Earthwork - Export Excess Cut	1,000	CY	\$25.00	\$25,000.00
County Line Road/Bonnel Ave Signalized Intersection	1	LS	\$820,000.00	\$820,000.00
	General Sitework Subtotal			\$1,194,670.00
Pavements				
Aggregate Subbase - 8" (Local Roads)	3,500	TONS	\$65.00	\$227,500.00
Asphalt T-Patch (Hand Mill & Patch)	1,000	SF	\$24.00	\$24,000.00
Asphalt Paving - 5" (Local Roads)	2,100	TONS	\$150.00	\$315,000.00
Concrete - 6" - Sidewalk & Medians	2,550	SY	\$105.00	\$267,750.00
Concrete - 8" (rebar reinforced) - cross pans	150	SY	\$185.00	\$27,750.00
Concrete - Curb & Gutter - 2' Pan	4,200	LF	\$42.00	\$176,400.00
Concrete - Curb Ramp	6	EA	\$2,125.00	\$12,750.00
Striping - Symbols Paint	10	EA	\$460.00	\$4,600.00
Striping - Thermoplastic	2,650	SF	\$25.00	\$66,250.00
Signage - Roadway	13	EA	\$1,200.00	\$15,600.00
	Pavements Subtotal			\$1,137,600.00

	Quantity	Units	Unit Cost	Total
Utility - Storm Drainage System				
Storm Line - 18" RCP	550	LF	\$125.00	\$68,750.00
Storm Line - 24" RCP	175	LF	\$160.00	\$28,000.00
Storm Line - 30" RCP	350	LF	\$185.00	\$64,750.00
Storm Line - 36" RCP	350	LF	\$215.00	\$75,250.00
Storm Line - 42" RCP	525	LF	\$250.00	\$131,250.00
Manhole - 4' Diameter	7	EA	\$4,500.00	\$31,500.00
Manhole - 5' Diameter	9	EA	\$6,500.00	\$58,500.00
Manhole - 8' Diameter	1	EA	\$12,000.00	\$12,000.00
Inlet - 5' Type R	10	EA	\$7,800.00	\$78,000.00
Inlet - 10' Type R	4	EA	\$10,400.00	\$41,600.00
Utility - Storm Drainage System Subtotal				\$589,600.00
Landscaping				
Canopy Tree 2" Cal.	108	EA	\$600.00	\$64,800.00
Sod	32,789	EA	\$1.25	\$40,986.25
Soil Prep/Fine Grading	32,789	EA	\$0.30	\$9,836.70
Irrigation	32,789	EA	\$1.25	\$40,986.25
Landscaping Subtotal				\$156,609.20

PROJECT TOTAL \$3,078,479.20

* No design information is available for the future buildout of Mason Street or Pitch Drive. Quanties included with this estimate are based on assumptions made regarding the future street sections based on the street sections detailed in the Erie Indoor Sports Final Plat package. Signalized intersection pricing has been based on previous bid estimates for simiar intersections provided by others.

Engineer's opinions of probable Construction Cost provided for herein are to made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

SPECIAL WARRANTY DEED

THIS DEED is made this 22 day of August, 2024, between 7N, LLC, a Delaware limited liability company, whose address is 555 17th St. #2700 Denver, CO ("Grantor"), and the Town of Erie ("Grantee"), located at 645 Holbrook Street, Erie CO 80516. 80202

WITNESSETH, that the Grantor, for and in consideration of Ten and N0/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee and its successors and assigns forever all the real property, together with all improvements thereon, if any, situate, lying, and being in County of Weld, State of Colorado, described on Exhibit A attached hereto (the "Property").

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or in equity, of, in, and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property unto Grantee and its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will warrant and forever defend the Property in the quiet and peaceful possession of Grantee and its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, though or under Grantor, except and subject to matters of record, and except mineral interests, if any, and real estate taxes accrued prior to the date of this Deed due in 2024.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

7N, LLC,
a Delaware limited liability company

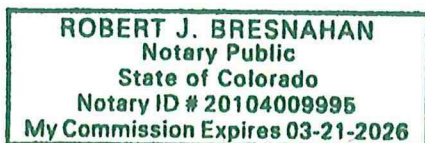
By: [Signature]
Name: Sean Casper
Title: Surface Land Manager

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me on this 22 day of August, 2024, by Sean Casper, the Surface Land Manager of 7N, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My Commission Expires: 3/21/2026



[Signature]
Notary Public, State of Colorado

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF
COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 TO BEAR SOUTH
00°39'55" EAST, A DISTANCE OF 2673.73 FEET BETWEEN A FOUND #6 REBAR WITH 2" ALUMINUM
CAP IN MONUMENT BOX, "TIN R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST
CORNER OF SECTION 30, AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "TIN
R69W R68W S25 S30 1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 WITH ALL
BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 30;
THENCE ALONG SAID WEST LINE, SOUTH 00°39'55" EAST, A DISTANCE OF 1336.86 FEET TO THE
WEST 1/16TH CORNER OF SECTIONS 30-25;
THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SAID SECTION 30, NORTH 89°39'18" EAST, A DISTANCE OF 30.00 FEET, TO THE POINT OF
BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°39'18" EAST, A DISTANCE OF 29.50 FEET
TO A POINT OF NON-TANGENT CURVATURE;
THENCE DEPARTING SAID NORTH LINE, 38.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT,
HAVING A RADIUS OF 25.00 FEET, AN INCLUDED OF 89°14'13" AND SUBTENDED BY A CHORD
BEARING SOUTH 45°02'12" WEST, A DISTANCE OF 35.12 FEET;
THENCE SOUTH 00°25'05" WEST, A DISTANCE OF 230.54 FEET TO A POINT ON THE EASTERLY
RIGHT-OF-WAY LINE OF COUNTY LINE ROAD (A.K.A. WCR 1);
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A LINE LYING 30.00 FEET
EASTERLY OF AND PARALLEL WITH SAID WEST LINE, NORTH 00°39'55" WEST, A DISTANCE OF
255.20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 746 SQ. FT., OR 0.02 ACRES, MORE OR LESS.

I, JESS J. KUNTZ, A LAND SURVEYOR LICENSED IN THE STATE OF
COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF
FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED
EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME
OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE
BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN
ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND
ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR
IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED
AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO
REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN
VIOLATION OF STATE STATUTE.

JESS J. KUNTZ
COLORADO P.L.S. #38409
VICE PRESIDENT, FLATIRONS, INC.

Digitally signed by Jess Kuntz
DN: cn=Jess Kuntz, o=Flatirons, Inc.,
ou, email=jkuntz@flatironsinc.com,
c=US
Date: 2024.07.18 09:48:53 -06'00



JOB NUMBER: 21-75,891 (C)
DRAWN BY: E. PRESCOTT
DATE: JULY 18, 2024

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED
FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON
IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Land Surveying Service

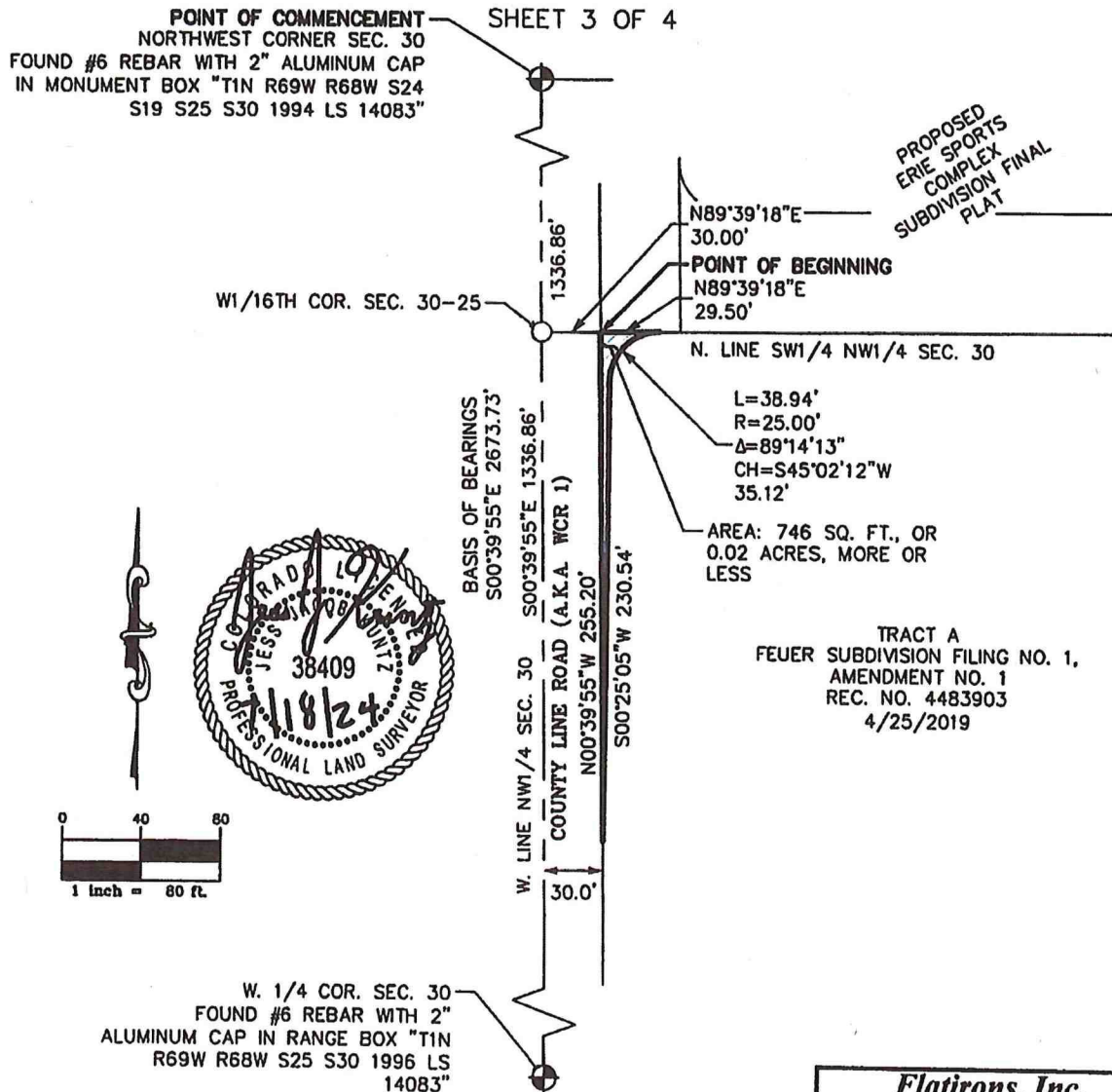


655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733

www.FlatironsInc.com

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO



JOB NUMBER: 21-75,891 (C)
DRAWN BY: E. PRESCOTT
DATE: JULY 18, 2024

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Land Surveying Services



655 FOURTH AVE
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(303) 776-1733

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BY:EPRESCOTT FILE:75891 DESC C ROW.DWG DATE:7/18/2024 9:44 AM

ERIE SPORTS COMPLEX SUBDIVISION FINAL PLAT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 2

36.11 ACRES - 9 LOTS/1 TRACT
FP-001599-2023

Dedication and Ownership Statement

THE UNDERSIGNED, BEING ALL THE OWNERS OF CERTAIN LANDS IN THE TOWN OF ERIE,
COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1
NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD,
STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30 TO BEAR NORTH
00°39'55" WEST, A DISTANCE OF 2873.73 FEET BETWEEN A FOUND #6 REBAR WITH 2"
ALUMINUM CAP IN RANGE BOX "TIN R69W R68W S25 S30 1996 LS 14083" AT THE WEST
QUARTER CORNER OF SECTION 30 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP IN
MONUMENT BOX, "TIN R69W R68W S24 S19 S25 S30 1994 LS 14083" AT THE NORTHWEST
CORNER OF SECTION 30, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 30;
THENCE ALONG SAID WEST LINE, SOUTH 00°39'55" EAST, A DISTANCE OF 40.00 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89°57'04" EAST, A DISTANCE OF 30.00 FEET, TO
THE POINT OF BEGINNING;

THENCE ALONG A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH
LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 30, NORTH
89°57'04" EAST, A DISTANCE OF 1210.21 FEET TO A POINT ON THE EAST LINE OF SAID
NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30;
THENCE ALONG SAID EAST LINE, SOUTH 01°10'59" EAST, A DISTANCE OF 1290.57 FEET TO
THE NORTHWEST 1/16TH CORNER OF SAID SECTION 30;
THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 30, SOUTH 89°39'18" WEST, A DISTANCE OF 1221.82 FEET;
THENCE ALONG A LINE LYING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE
OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, NORTH 00°39'55" WEST,
A DISTANCE OF 1296.71 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,572,934 SQ. FT., OR 36.11 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS,
STREETS, TRACTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION
OF ERIE SPORTS COMPLEX SUBDIVISION FINAL PLAT, THE STREETS, TRACTS, AND EASEMENTS
SHOWN HEREON ARE DEDICATED TO THE TOWN AND THE PUBLIC, FOR PUBLIC USES AND
PURPOSES AS SHOWN HEREON.

OWNER:
ESC LLC, A COLORADO LIMITED LIABILITY COMPANY

Michael B. Bosma
BY: MICHAEL BOSMA AS MANAGER

1/13/2025
DATE

ATTEST:

SECRETARY/TREASURER

STATE OF COLORADO

COUNTY OF Boulder }SS.

ACKNOWLEDGED BEFORE ME THIS 13th DAY OF January, 2025 BY
MICHAEL BOSMA AS MANAGER OF ESC LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL

Molly Beytien
NOTARY PUBLIC

MOLLY BEYTEN
Notary Public
State of Colorado
Notary ID # 20134066604
My Commission Expires 10-05-2025

MY COMMISSION EXPIRES: 10/05/2025

Land Summary Chart		
TYPE	AREA	% OF TOTAL AREA
LOTS	27.68 AC +/-	77%
TRACTS	2.44 AC +/-	7%
PUBLIC ROW	5.99 AC +/-	16%
TOTAL	36.11 AC +/-	100%

Tract Summary Chart		
TRACT	AREA	USE
TRACT A	2.44 AC +/-	DRAINAGE/DETENTION

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	349.50	222.50	90°00'00"	N44°20'04"E	314.66
C2	23.56	15.00	90°00'00"	N44°20'05"E	21.21
C3	23.65	15.00	90°19'14"	N44°29'41"E	21.27
C4	47.12	30.00	90°00'00"	S45°39'55"E	42.43
C5	23.56	15.00	90°00'00"	N45°39'55"W	21.21
C6	47.12	30.00	90°00'00"	S44°20'04"W	42.43
C7	39.13	25.00	89°40'46"	S45°30'19"E	35.26
C8	23.48	15.00	89°40'46"	N45°30'19"W	21.15
C9	39.54	25.00	90°37'00"	N44°38'34"E	35.55
C10	23.78	15.00	90°50'17"	S44°14'10"W	21.37
C11	47.45	30.00	90°37'00"	N44°38'34"E	42.65
C12	38.78	25.00	88°51'57"	S45°36'57"E	35.00
C13	39.00	25.00	89°23'00"	S45°21'26"E	35.16

Notes

1. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR LAND TITLE GUARANTEE
COMPANY COMMITMENT NUMBER ABJ25177684.1-2, DATED FEBRUARY 13, 2024 AT 5:00
P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING
RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS
SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY
DESCRIBED IN SAID TITLE COMMITMENT.

2. 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.

3. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.

4. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N00°39'55"W
ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, BETWEEN A
FOUND #6 REBAR WITH 2" ALUMINUM CAP IN RANGE BOX "TIN R69W R68W S25 S30
1996 LS 14083" AT THE WEST QUARTER CORNER OF SECTION 30 AND A FOUND #6
REBAR WITH 2" ALUMINUM CAP IN MONUMENT BOX, "TIN R69W R68W S24 S19 S25 S30
1994 LS 14083" AT THE NORTHWEST CORNER OF SECTION 30, AS SHOWN HEREON.
COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM
1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND
SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS
TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER
WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY
SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY
GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY
TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES,
CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY,
SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR
BOTH. 18 U.S.C. § 1858.

6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

7. DATES OF FIELDWORK: MARCH 4, 5, & 25 2021.

8. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 1,572,934 SQ. FT. OR 36.11 ACRES,
MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A
DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN
FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR
THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE
RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.

9. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE
DOCUMENT AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN
GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER,
DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.
#9 APRIL 1, 1882 BK 30, PG 502 RIGHT-OF-WAY EASEMENT (OLD RR DEED,
ILLEGIBLE)
#11 FEB 25, 1893 BK 57, PG 238 PATENT
#12 AUG 10, 1943 BK 1115, PG 165 MINERAL RIGHTS
#14 MAY 11, 1978 REC# 1753139 AVIATION EASEMENT
#17 MAY 11, 1992 REC# 2287501 OIL AND GAS LEASE
JAN 19, 1999 REC# 2667757 EXTENSION
JUNE 28, 2010 REC# 3702117 DECLARATION OF POOLING
JULY 21, 1992 REC# 2296371 MAP SHOWING EXISTING MONUMENTATION
ON RAILROAD RIGHT-OF-WAY (TITLE
WORK STATES IT IS "GAS SIGN AND GAS
VENTS, AND OTHER MATTERS AS SET
FORTH ON MAP")
BLANKET EASEMENT TO THE NORTHERN
COLORADO WATER CONSERVANCY
DISTRICT
DEED
MATTERS SHOWN ON ALTA/ACSM LAND
TITLE SURVEY

#20 DEC 4, 1997 REC# 2582675

#21 JULY 19, 1999 REC# 2707505
#22 JUNE 10, 2008 REC# 3559725

#24 OCT 12, 2018 REC# 4438250 MEMORANDUM OF AGREEMENT
OCT 12, 2018 REC# 4438252 MEMORANDUM OF AGREEMENT
OCT 12, 2018 REC# 4438287 MEMORANDUM OF AGREEMENT
#25 JUNE 19, 2019 REC# 4498658 NOTIFICATION OF SURFACE DEVELOPMENT
JULY 17, 2019 REC# 4506261 AMENDED REQUEST
#26 OCT 28, 2019 REC# 4535737 OIL AND GAS LEASE

NOTE: ANNEXATION ORDINANCE FOR THE SUBJECT PROPERTY RECORDED DECEMBER 28,
1977 UNDER RECEPTION NO. 1739852 AND MAP UNDER RECEPTION NO. 1739854

10. NO VISIBLE EVIDENCE WAS OBSERVED DURING THE COURSE OF THE SURVEY AS TO THE
FOLLOWING: EXISTING/PROPOSED WATERCOURSES, RETENTION AND DETENTION AREAS,
WETLANDS AND RIPARIAN AREAS, STREAMS, LAKES, DITCHES AND LATERALS ON THE
SUBJECT PROPERTY.

11. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED,
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING
TO THE FEMA FLOOD INSURANCE RATE MAP; COMMUNITY-PANEL NO. 08013C-0443 K,
DATED AUGUST 15, 2019. FLOOD INFORMATION IS SUBJECT TO CHANGE

12. 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 OWNERS 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 MUNICIPAL 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
RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

13. DUE TO THE PROXIMITY OF THE PROPERTY TO THE ERIE MUNICIPAL AIRPORT, THERE
WILL BE AIRCRAFT PASSING OVER THE PROPERTY. AIRCRAFT PASSAGE MAY RESULT IN
NOISE AND OTHER IMPACTS ON THE PROPERTY. AIRCRAFT MAY CROSS PROPERTY AT
LOW ALTITUDE IN ACCORDANCE WITH FAA REGULATIONS. THE FREQUENCY OF AIRCRAFT
PASSING OVER THE PROPERTY MAY INCREASE IN THE FUTURE. THE OWNERS, THEIR
HEIRS, SUCCESSORS AND ASSIGNS SPECIFICALLY ACKNOWLEDGE THE RIGHT OF PASSAGE
OVER THE PROPERTY FOR AIRCRAFT AND AGREE TO HOLD HARMLESS THE TOWN OF ERIE
FOR AIRCRAFT OPERATIONS.

14. TEN-FOOT (10') WIDE DRY UTILITY EASEMENTS ARE HEREBY GRANTED AROUND THE
PERIMETER OF PLATTED AREAS INCLUDING LOTS, TRACTS, PARCELS AND/OR OPEN
SPACE AREAS. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS
EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES,
IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT
MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS)
SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS,
AS GRANTEE, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH
GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF
COLORADO (PSCCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL
EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCCO AN EASEMENT ON
ITS STANDARD FORM.

15. THERE IS A BLANKET DRAINAGE EASEMENT OVER TRACT A.

16. THE MAPPED SEVERE GEOLOGIC HAZARD ZONE IMPACTS THE NORTHWESTERLY CORNER
OF LOT 1. LOCATION SHOWN HEREON IS BASED ON MAPPING PROVIDED BY THE TOWN OF
ERIE AND IS APPROXIMATE.

17. THE SUBJECT PARCEL IS SUBJECT TO AN AVIGATION EASEMENT RECORDED MAY 11, 1978
AT RECEPTION NO. 1753139. SAID EASEMENT BLANKETS THE ENTIRE SUBJECT PARCEL.

18. LOTS FRONTING COUNTY LINE ROAD SHALL NOT HAVE DIRECT EGRESS/INGRESS FROM
COUNTY LINE ROAD.

19. MONUMENT LIES SOUTH OF 1/16TH LINE AND COULD NOT BE ACCEPTED.

Title Verification Certificate

WE, LAND TITLE GUARANTEE 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: as shown in commitment no 252177684.1-3
dated 1-8-25

LAND TITLE GUARANTEE COMPANY

BY: W.C. Co. II DATE: 1-13-25

TITLE: Commercial Title Officer

ATTEST: (IF CORPORATION)

SECRETARY/TREASURER

STATE OF COLORADO }SS

COUNTY OF Arapahoe

ACKNOWLEDGED BEFORE ME THIS 13th DAY OF January, 2025
BY Mary Clarke Gentry AS Commercial title officer

WITNESS MY HAND AND OFFICIAL SEAL

Carolyn Manning
NOTARY PUBLIC

CAROLYN MANNING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224013264
MY COMMISSION EXPIRES 04/04/2026

MY COMMISSION EXPIRES: 4-4-2026

Town Council Approval Certificate

THIS PLAT TO BE KNOWN AS ERIE SPORTS COMPLEX SUBDIVISION FINAL PLAT IS
APPROVED AND ACCEPTED BY RESOLUTION NO. 24-139, PASSED AND
ADOPTED AT A MEETING OF THE TOWN COUNCIL OF ERIE, COLORADO, HELD ON THE
10th DAY OF December, 2024

MAYOR

ATTEST: Doreen Jany
TOWN CLERK



Planning & Development Approval Certificate

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF ERIE PLANNING &
DEVELOPMENT DIRECTOR ON THIS 13th DAY OF January, 2025

Scott Munn
PLANNING & DEVELOPMENT DIRECTOR

Acceptance Certificate

THE DEDICATION OF TRACT A IS HEREBY ACCEPTED FOR OWNERSHIP AND
MAINTENANCE BY ESC LLC, A COLORADO LIMITED LIABILITY COMPANY.

BY: MICHAEL BOSMA

DATE: 1/13/2025

TITLE: MANAGER

STATE OF COLORADO }SS.

COUNTY OF WELD

ACKNOWLEDGED BEFORE ME THIS 13th DAY OF January, 2025 BY MICHAEL
BOSMA AS MANAGER OF ESC LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

Molly Beytien
NOTARY PUBLIC

MOLLY BEYTEN
Notary Public
State of Colorado
Notary ID # 20134066604
My Commission Expires 10-05-2025

MY COMMISSION EXPIRES: 10/05/2025

Surveyor's Certificate

I, JESS JACOB KUNTZ, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE
STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS FINAL PLAT TRULY AND
CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON MARCH 25, 2021,
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 10TH DAY OF DECEMBER, 2024.

JESS JACOB KUNTZ
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #38409

Digitally signed by Jess Kuntz
DN: cn=Jess Kuntz, o=Flatirons,
Inc., ou,
email=jkuntz@flatironsinc.com,
c=US
Date: 2024.12.10 11:49:58 -0700

Clerk & Recorder Certificate

STATE OF COLORADO }

COUNTY OF WELD }

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF

_____, 20____ A.D. AND WAS RECORDED AT RECEPTION NUMBER

COUNTY CLERK AND RECORDER

APPLICANT/DEVELOPER:
RUBICON DEVELOPMENT
1035 PEARL STREET #205
BOULDER, CO 80302

DATE	REVISION
2023-09-20 EP	1 -Revisions per Client
2023-09-20 EP	2 -Revisions per Client
2024-07-18 EP	3 -Revisions per Client
2024-07-18 EP	4 -Revisions per Client
	5
	6
	7
	8
	9

ERIE SPORTS COMPLEX SUBDIVISION
FINAL PLAT

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Flatirons, Inc.
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PH: (303) 776-1733
FAX: (303) 443-9830
FAX: (303) 923-3180

665 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

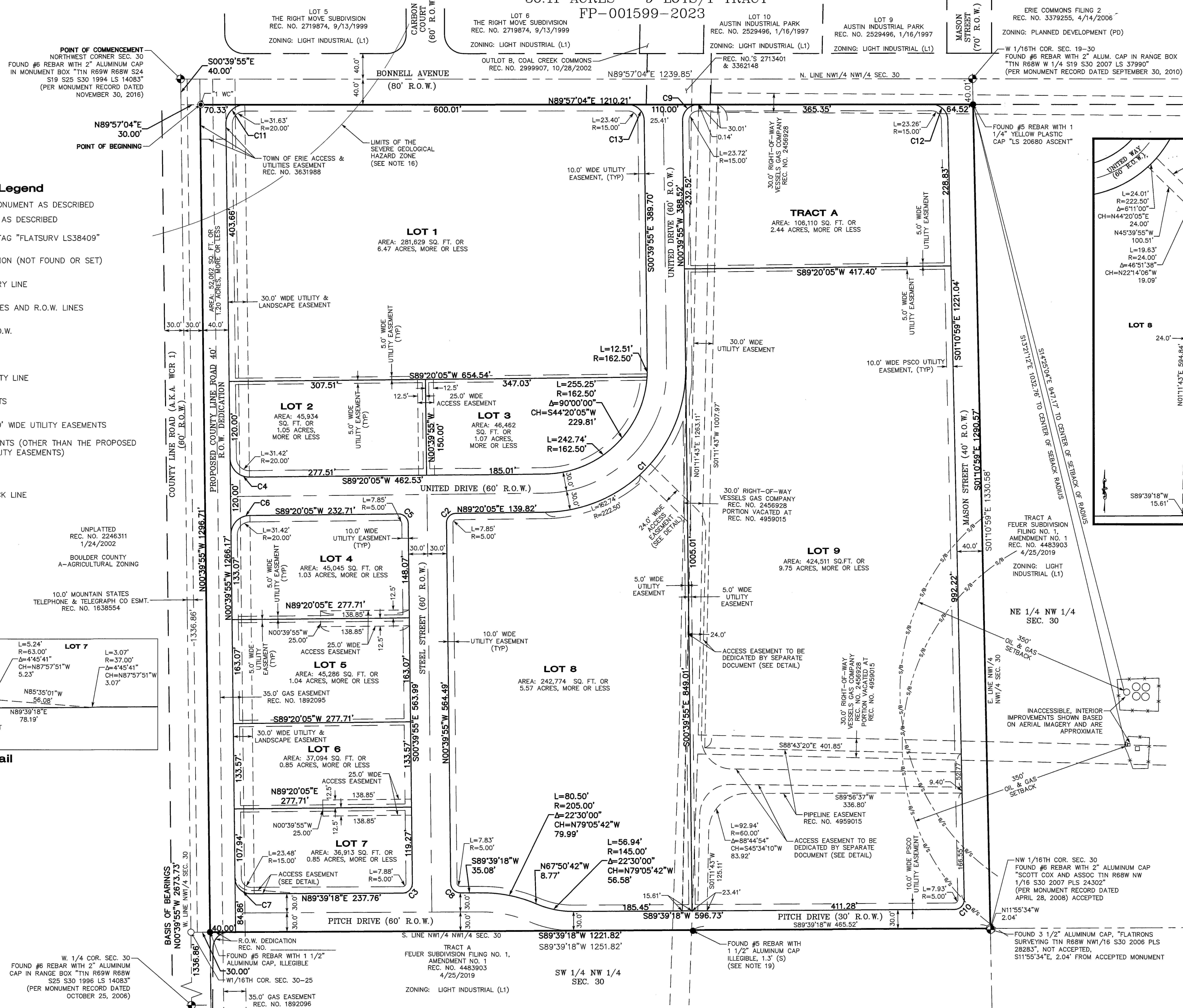
38409
12/10/24
PROFESSIONAL LAND SURVEYOR

JOB NUMBER:
21-75,891
DATE:
6/7/2023
DRAWN BY:
E. PRESCOTT
CHECKED BY:
WM/JZG/MV
SHEET 1 OF 2

ERIE SPORTS COMPLEX SUBDIVISION FINAL PLAT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2
36.11 ACRES - 9 LOTS/1 TRACT
FP-001599-2023



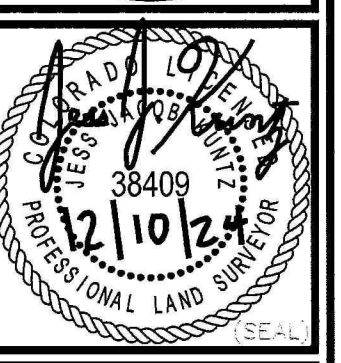
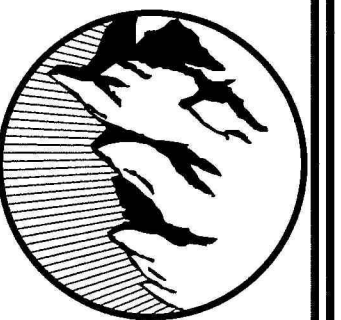
DATE	REVISION
2023-05-09 EP	1 - Revisions per Client
2024-05-09 EP	2 - Revisions per Client
2024-07-15 EP	3 - Revisions per Client
2024-07-18 EP	4 - Revisions per Client
	5 -
	6 -
	7 -
	8 -
	9 -

ERIE SPORTS COMPLEX SUBDIVISION
FINAL PLAT

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Flatiron, Inc.
Land Surveying Services
www.FlatironInc.com

4501 LOGAN ST.
DENVER, CO 80216
PH: (303) 936-6997
FAX: (303) 923-3180



JOB NUMBER:
21-75,891
DATE:
6/7/2023
DRAWN BY:
E. PRESCOTT
CHECKED BY:
WW/JZG/MV

SHEET 2 OF 2



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-501, **Version:** 1

SUBJECT:

An Ordinance of the Town Council of the Town of Erie Amending Title 10 of the Erie Municipal Code Regarding Public Hearing Notice Requirements

DEPARTMENT: Planning & Development

PRESENTER(S): Sarah Nurmela, Planning and Development Director

TIME ESTIMATE: 15 minutes

FISCAL SUMMARY: Minimal cost.

POLICY ISSUES:

The proposed code update improves clarity on noticing for applicants in development review.

STAFF RECOMMENDATION:

Staff recommend the Town Council adopt the ordinance amending Title 10 of the Erie Municipal Code.

SUMMARY/KEY POINTS

- Ordinance No. 11-2021 was approved in 2021 to address the content of notices; however, the ordinance was erroneously not codified when originally passed.
- The proposed ordinance would correct this mistake and clarify how properties are identified in notices.

BACKGROUND OF SUBJECT MATTER:

The Board of Trustees (now Town Council) passed Ordinance No. 11-2021 on May 25, 2021, which clarified how properties are identified when noticed. The portion of the ordinance clarifying notice requirements did not get codified. Since that time, other changes have been made to the code in terms of numbering and structure, necessitating a new ordinance to be drafted to make the changes as originally intended. The changes in the draft ordinance simplify how the property that is subject to

an application is identified, no longer requiring a legal description. The rest of the content of notices remains unchanged in the proposed ordinance.

Planning Commission considered these changes at their September 3 meeting and passed Resolution P25-12 recommending adoption of the ordinance unanimously.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☐ Attractive Community Amenities
- ☐ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☐ Small Town Feel
- ☐ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

ATTACHMENT(S):

1. Ordinance No.
2. Staff Report
3. Staff Presentation
4. Resolution P25-12

**Town of Erie
Ordinance No. 033-2025**

**An Ordinance of the Town Council of the Town of Erie Amending
Title 10 of the Erie Municipal Code Regarding Public Hearing
Notice Requirements**

Whereas, the Town Council desires to clarify the required content for public hearing notices required by Title 10 of the Erie Municipal Code.

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

Section 1. Section 10-7-2(F)(1) of the Erie Municipal Code is hereby amended as follows:

10-7-2 – Standard development review procedures

* * *

F. *Step 6: Notice:*

1. Content of notices: Notice of all public hearings required under this Chapter shall, unless otherwise specified in this UDC: (1) identify the date, time, and place of the public hearing; (2) identify the property subject to the application ~~describe the property involved in the application by street address or by legal description and nearest cross street~~; (3) describe the nature, scope, and purpose of the application ~~proposed action~~; (4) indicate that interested parties may appear at the hearing and be heard; and (5) indicate where additional information on the application ~~matter~~ may be obtained.

* * *

Section 2. Section 10-7-5(B)(1) of the Erie Municipal Code is hereby amended as follows:

10-7-5 – Rezoning.

* * *

B. *Procedure:* See Table 7.1, Section 10-7-2, and the User Guide for applicable review procedure and submittal requirements.

1. *Step 6 (Notice):* Applicable, as follows:

Published, mailed, and posted notice of public hearings on rezonings shall be provided. ~~In addition, the notice shall list the protest provisions set forth in subsection 10-7-5-B.8.c below.~~ Where the rezoning has been initiated by someone other than the property owner or their designated agent, the

Director also shall mail a notice to all owners of the property to be reclassified, as shown in the current County Assessor's records.

* * *

Section 3. 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 4. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

Section 5. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**TOWN OF ERIE
TOWN COUNCIL MEETING
November 4, 2025**

SUBJECT: **PUBLIC HEARING: Ordinance No.**
An Ordinance of the Town Council of the Town of Erie
Amending Title 10 of the Erie Municipal Code Regarding Public
Hearing Notice Requirements

PURPOSE: Unified Development Code amendment to clarify notice
requirements.

CODE REVIEW: Erie Municipal Code, Title 10

DEPARTMENT: Planning and Development

PRESENTER: Sarah Nurmela, AICP, Planning and Development Director

STAFF RECOMMENDATION:

Staff recommend the Town Council adopt the ordinance amending Title 10 of the Erie Municipal Code public hearing notice requirements.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Board of Trustees (now Town Council) passed Ordinance No. 11-2021 on May 25, 2021, which clarified how properties are identified when noticed. The portion of the ordinance clarifying notice requirements did not get codified. Since that time, other changes have been made to the code in terms of numbering and structure, necessitating a new ordinance to be drafted to make the changes originally intended. The changes in the draft ordinance simplify how the property that is subject to an application is identified, no longer requiring legal description. The rest of the content of notices remains unchanged in the proposed ordinance.

Planning Commission considered the draft ordinance at their September 3 meeting and voted unanimously to pass Resolution P25-15 recommending the Council pass the ordinance. There was no public comment on the item.

Approval Criteria

Section 10-7-18(C)(9) of the Erie Municipal Code states the following approval criteria when considering amendments to the text of the UDC:

1. The proposed amendment will promote the public health, safety, and general welfare; and
2. The proposed amendment is generally consistent with the Town's Comprehensive Master Plan and the stated purposes of this UDC; and
3. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

The changes in the draft ordinance simplify how the property subject to application is identified.

Public Notice:

Notice was published in the Colorado Hometown Weekly on October 15, 2025. Posting and mailings are not required for UDC changes.

Attachments

1. Ordinance No.
2. Staff Report
3. Staff Presentation
4. Resolution P25-12



Ordinance Amending Title 10 of the Erie Municipal Code Regarding Public Hearing Notice Requirements

Town Council

Sarah Nurmela, AICP, Planning & Development Director

November 4, 2025



Overview

- Background
- Proposal
- Decision



Background

- Ordinance No. 11-2021 passed by BOT on May 25, 2021
 - Clarifying how properties are identified in notices
- Was not codified by municode
- Since then, other changes have been made to numbering and structure of the code
- A new ordinance was drafted by legal counsel to make the changes as originally intended in 2021



Background – Planning Commission

September 3, 2025

- No public comment
- Passed Resolution No. P25-12 unanimously



Overview

- Background
- Proposal
- Decision



Proposal

Section 1. Section 10-7-2(F)(1) of the Erie Municipal Code is hereby amended as follows:

10-7-2 – Standard development review procedures

* * *

F. *Step 6: Notice:*

1. Content of notices: Notice of all public hearings required under this Chapter shall, unless otherwise specified in this UDC: (1) identify the date, time, and place of the public hearing; (2) identify the property subject to the application ~~describe the property involved in the application by street address or by legal description and nearest cross street~~; (3) describe the nature, scope, and purpose of the application ~~proposed action~~; (4) indicate that interested parties may appear at the hearing and be heard; and (5) indicate where additional information on the application ~~matter~~ may be obtained.



Proposal

Section 2. Section 10-7-5(B)(1) of the Erie Municipal Code is hereby amended as follows:

10-7-5 – Rezoning.

* * *

B. Procedure: See Table 7.1, Section 10-7-2, and the User Guide for applicable review procedure and submittal requirements.

1. Step 6 (Notice): Applicable, as follows:

Published, mailed, and posted notice of public hearings on rezonings shall be provided. ~~In addition, the notice shall list the protest provisions set forth in subsection 10-7-5 B.8.c below.~~ Where the rezoning has been initiated by someone other than the property owner or their designated agent, the

Director also shall mail a notice to all owners of the property to be reclassified, as shown in the current County Assessor's records.



Proposal

Should the ordinance pass, staff will update templates and user guides to reflect the change



Notice

- Published in the Colorado Hometown Weekly on October 15, 2025
- No posting, mailing or neighborhood meetings required



Overview

- Background
- Proposal
- Decision



Approval Criteria – 10-7-18

- a. The proposed amendment will promote the public health, safety, and general welfare;
- b. The proposed amendment is generally consistent with the Town's Comprehensive Master Plan and the stated purposes of this UDC; and
- c. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.



Ordinance Amending Title 10 of the Erie Municipal Code Regarding Public Hearing Notice Requirements

Town Council

Sarah Nurmela, AICP, Planning & Development Director

November 4, 2025

**Town of Erie
Planning Commission
Resolution No. P25-12**

**A Resolution of the Planning Commission of the Town of Erie
Recommending that the Town Council Adopt an Ordinance
Amending Title 10 of the Erie Municipal Code regarding Public
Hearing Notice Requirements**

**Now Therefore be it Resolved by the Planning Commission of the Town
of Erie, Colorado, that:**

Section 1. Findings. The Planning Commission finds and determines that the Ordinance amending Title 10 of the Erie Municipal Code regarding Public Hearing Notice Requirements, as attached hereto, is in the best interest of the public health, safety and welfare of the Town.

Section 2. Decision: Based on the foregoing findings, the Planning Commission hereby recommends that the Town Council adopt the Ordinance as attached hereto.

Adopted this 3rd day of September, 2025.



Ben Hemphill, Chair

Attest:



Doug Trettin, Secretary



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 11/4/2025

File #: 25-533, **Version:** 1

SUBJECT:

An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Title 3 of the Erie Municipal Code Regarding Boards, Commissions, and Committees and Making Corresponding Amendments to the Erie Municipal Code, Including Moving Historic Landmark Regulations to Title 9

DEPARTMENT: Administrative Operations

PRESENTER(S): Meredyth Muth, Director of Administrative Services and Operations

TIME ESTIMATE: 15 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

The current Municipal Code related to Board and Commissions does not align with the requirements in the Home Rule Charter. Council also directed staff to change board and commission appointments from odd-numbered years to even-numbered years. That change requires a change to the Municipal Code.

STAFF RECOMMENDATION:

Review and approve the ordinance as written or approve with amendments.

SUMMARY/KEY POINTS

- This ordinance updates the Municipal Code to clarify how the Town Council may remove a board or commission member per the Home Rule Charter. Removal may only be for cause; may only be done after notice and an opportunity to be heard; and may only be done by a two-thirds (2/3) affirmative vote of the Council then in office. The current code states a simple Council majority vote may remove a member.
- The ordinance moves board and commission appointments to odd-numbered years, so they take place after new Council Members have taken their seats. It shortens existing board positions ending in 2028 to end in 2027 to align with this timing.
- The ordinance updates the code to put information and regulations that pertain to all the boards in one section while keeping the roles and duties for specific boards in separate

sections.

- The ordinance moves the Historic Landmarking regulations from Title 3, Boards and Commissions, where it was initially placed with the Historic Preservation Advisory Board's duties, to Title 9, Building Regulations, to keep that information with all of the other building regulation information.

BACKGROUND OF SUBJECT MATTER:

The Home Rule Charter gives the Town Council the right to establish, amend, and abolish the Town's boards and commissions by ordinance. The Charter also states the Council may "increase, reduce, or change by ordinance any or all of the duties and procedures of any board or commission."

Title 3 of the Municipal Code contains all of the regulations pertaining to all six of the Town's boards/commissions. It also sets out the roles and duties for the members of each board/commission. This ordinance repeals and reenacts Title 3 of the Municipal Code in its entirety with the changes noted above.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☐ Attractive Community Amenities
- ☒ Engaged and Diverse Community
- ☐ Prosperous Economy
- ☐ Well-Maintained Transportation Infrastructure
- ☐ Small Town Feel
- ☐ Safe and Healthy Community
- ☒ Effective Governance
- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

ATTACHMENT(S):

1. Proposed Ordinance No. 30-2025

**Town of Erie
Ordinance No. 30-2025**

An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Title 3 of the Erie Municipal Code Regarding Boards, Commissions, and Committees and Making Corresponding Amendments to the Erie Municipal Code, Including Moving Historic Landmark Regulations to Title 9

Whereas, the Town Council finds it in the best interest of the public health, safety and welfare to streamline Title 3 Erie Municipal Code and align it with Home Rule Charter, regarding boards, commissions and committees, and to move historic structure regulations to Title 9 of the Erie Municipal Code.

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

Section 1. Section 1-5-2 of the Erie Municipal Code is hereby repealed in its entirety.

Section 2. Title 3 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

Title 3 – Boards and Commissions

Chapter 1 – General Provisions

3-1-1 – Definition.

For purposes of this Title 3, the following term shall have the following meaning:

Member means an appointed member of any Town board, commission or committee established by the Home Rule Charter or Chapter 2 of this Title 3.

3-1-2 – Membership.

A. *Appointment.* All members shall be appointed by the Town Council. Appointments shall occur in April of odd-numbered years or as necessary to fill vacancies.

B. *Compensation.* All members shall serve without compensation.

C. *Eligibility.* Each member shall be a resident of the Town. If any member ceases to be a resident of the Town, their membership shall immediately terminate. No member shall hold another elective or appointive municipal office or be an employee of the Town. All members shall be at least twenty-one (21) years of age unless otherwise specified in Chapter 2 of this Title 3.

D. *Term.* Each member shall be appointed to serve a four (4) year term, provided that the terms of members shall be staggered, and further provided that the Town Council may prescribe a shorter term at any time if necessary to preserve the stagger in terms.

E. *Removal.* Pursuant to Section 10.01(5) of the Charter, following notice and an opportunity to be heard, the Town Council may remove any member for any of the following reasons, by a two-thirds (2/3) affirmative vote of the Town Council then in office:

1. A conflict of interest;
2. A violation of law, regulation, or policy;
3. Nonattendance to duty, which shall include failure to attend three (3) consecutive regularly scheduled meetings without a leave of absence approved by the board, committee or commission; or
4. Being a plaintiff or complainant in a lawsuit or administrative action against the Town.

F. *Vacancies.* Vacancies shall be filled by the Town Council.

3-6-2 – Meetings.

A. *Open.* All meetings shall be open to the public and governed by the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*

B. *Quorum.* A quorum shall be one-half (½) of the total number of actual members of the board, commission or committee, rounded up to the nearest whole.

C. *Voting.* Except when expressly stated otherwise, all actions shall be approved by a majority of those members present.

D. *Minutes.* Each board, commission and committee shall keep minutes of its meetings and file such minutes with the Town Clerk.

3-5-3 – Officers.

A. *Election:* Each board, commission and committee shall elect a Chair, Vice Chair and Secretary from among its full membership.

B. *Term.* The term of each officer shall be one (1) year.

C. *Vacancies.* A vacancy in the office of Chair shall be filled automatically by the Vice Chair. A vacancy in the office of Vice Chair or Secretary shall be filled at the next regular meeting from among the remaining members.

3-6-4 – Relationship to Town Council and Town staff.

A. *Staff.* Town staff will be available to attend board, commission and committee meetings quarterly at the request of the Chair or at the direction

of the Town Manager. No member shall direct or interfere with the work of any Town employee.

B. *Liaison.* A Town Councilmember shall be appointed as the liaison to each board, commission and committee other than the Planning Commission and Board of Adjustment. The liaison will attend regular meetings and be the conduit of bidirectional information to and from the Town Council. The liaison is not a member of the board, commission or committee, nor is the liaison entitled to a vote.

C. *Ad hoc committees.* Only the Town Council may appoint *ad hoc* committees from among the members of any board, commission or committee.

D. *Reports.* Each board, commission and committee shall annually prepare a written report which shall then be presented orally to the Town Council at a public meeting, with the first report and presentation occurring after the first of the year and the second prior to the start of the Town's budget consideration for the following year, or at such other times as the Town Council may direct.

E. *Bylaws.* Each board, commission and committee shall adopt bylaws, which bylaws shall be first approved by the Town Council.

Chapter 2 – Specific Boards, Commissions and Committees

3-2-1 – Planning Commission.

A. *Composition.* The Planning Commission shall consist of seven (7) members.

B. *Duties.* The Planning Commission shall have the powers, duties and responsibilities set forth Title 10 of this Code. While the Town Council shall be responsible for the creation and adoption of the Town's comprehensive plan, the Planning Commission shall advise the Town Council on the comprehensive plan as outlined in Title 10 of this Code.

3-2-2 – Airport Economic Development Advisory Board (AEDAB).

A. *Composition.* The AEDAB shall consist of seven (7) members. At least three (3) members shall have specific professional experience in economic development and at least three (3) members shall have specific aviation experience; if someone has both economic development and aviation experience they can satisfy both requirements.

B. *Duties.* The duties of the AEDAB are as follows:

1. To advise the Town Council, by written report, in connection with matters relating to the economic development, financial vitality and economic impact of the Erie Municipal Airport and related activities;

2. With the support of the airport manager and Town staff, to review and, as necessary, propose amendments to the Erie Municipal Airport Master Plan, and annual and long-range capital plans;

3. To occasionally survey the community to understand local perspectives on the progress of economic development and other issues associated with the Erie Municipal Airport;

4. To promote and encourage the economic development, public awareness and beneficial use of the airport and within that goal minimize any adverse impacts associated with the Erie Municipal Airport;

5. To assess economic and capital improvement provisions of the Town's plans related to the Erie Municipal Airport, and if determined to be necessary, recommend, by written report, amendments to the Town Council;

6. To recommend, by written report, grants or other sources of funding airport activities;

7. To promote airport awareness at Town events or at the request of interested individuals or groups;

8. To biannually prepare a written report, which shall then be presented orally to the Town Council at a public meeting, with the first report and presentation occurring after the first of the year and the second prior to the start of the Town's budget consideration for the following year; and

9. To perform such other functions and duties associated with the Erie Municipal Airport as the Town Council may direct.

3-2-3 – Historic Preservation Advisory Board (HPAB).

A. *Composition.* HPAB shall consist of seven (7) members. The Town shall make a good faith effort to recruit and appoint, and, if possible, shall actually recruit and appoint, at least three (3) HPAB members who are professionals in preservation related disciplines, such as architecture, landscape architecture, architectural history, archaeology, history, planning, American studies, American civilization, cultural geography or cultural anthropology.

B. *Duties.* The duties of HPAB shall be to implement Chapter 4 of Title 9 of this Code.

3-2-4 – Open Space and Trails Advisory Board (OSTAB).

A. *Composition.* OSTAB shall consist of seven (7) members.

B. *Duties.* The duties of OSTAB are:

1. To advise the Town Council, by written report, in connection with matters relating to the planning, acquisition, development, maintenance and management of open space and trails throughout the Town;
2. To promote and encourage the development, public awareness and proper use of open space and trails throughout the Erie planning area;
3. To coordinate with Boulder and Weld Counties and neighboring jurisdictions in the identification and acquisition of open space and trails;
4. To assess open space and trail related provisions of the Town's plans and ordinances, and if determined to be necessary, recommend, by written report, amendments to the Town Council;
5. To recommend, by written report, grants or other sources of funding for open space acquisition and trail development;
6. To promote open space and trails awareness at Town events or at the request of interested individuals or groups;
7. To perform such other functions associated with open space and trails as the Town Council may from time to time direct;
8. To perform such other duties as may be directed by the Town Council from time to time; and
9. To make recommendations, by written report, to the Town Council on the expenditure of the receipts from the trails, natural areas and open space tax created by Ordinance 02-2004.

3-2-5 – Sustainability Advisory Board (SAB).

A. *Composition.* The SAB shall consist of seven (7) members, one of whom may be an individual between sixteen (16) and twenty-one (21) years of age.

B. *Duties.* The duties of the SAB are:

1. To advise the Town Council, by written report, in connection with matters relating to the planning, development, maintenance and management of sustainability activities throughout the Town;
2. To create a sustainability master plan with the support of the Town staff to be reviewed and approved by the Town Council, updating it every five (5) years, or sooner if needed;

3. To occasionally survey the community to understand local perspectives on the progress of sustainable activities and the desires for additional sustainable activities;

4. To promote and encourage the development, public awareness and proper use of sustainability activities throughout the Town;

5. To coordinate with Boulder and Weld Counties and neighboring jurisdictions, Town staff and other Town boards and commissions/committees in the identification and promotion of sustainability activities;

6. To assess sustainability related provisions of the Town's plans and ordinances, and if determined to be necessary, recommend, by written report, amendments to the Town Council;

7. To recommend, by written report, grants or other sources of funding sustainability activities;

8. To promote sustainability awareness at Town events or at the request of interested individuals or groups; and

9. To perform such other functions associated with sustainability as the Town Council may direct.

3-2-6 – Tree Board.

A. *Composition.* The Tree Board shall consist of seven (7) members, one of whom may be an individual between sixteen (16) and twenty-one (21) years of age.

B. *Duties.* The duties of the Tree Board are:

1. To investigate available grants, loans or contributions from other governmental agencies, public or private corporations, or individuals and recommend the expenditure of any proceeds toward the accomplishment of the Tree Board's purpose;

2. To organize and conduct the annual Arbor Day celebration;

3. To arrange, advertise and conduct any educational programs which are a part of the annual work plan approved by the Town Council; and

4. To submit an annual report of its activities and recommendations to the Town Council and shall submit copies of its minutes and proceedings of its regular and special meetings.

3-2-7 – Board of Adjustment (BOA).

A. *Composition.* The BOA shall consist of five (5) regular members and up to two (2) alternate members. Each member shall be qualified by experience and training to pass on matters pertaining to building and

construction. If a regular member is temporarily unable to participate or vote, an alternate member may participate and vote in the regular member's place.

B. *Duties.* The BOA shall have the review and decision-making responsibilities as set forth in Titles 9 and 10 of this Code.

C. *Voting:* The concurring vote of four (4) members of the BOA shall be required to approve variances and to decide appeals of decisions made by any Town official. Action by the BOA on any other matters shall require a favorable majority vote of the members present at the time of the vote.

Section 3. Section 7-3-3 of the Erie Municipal Code is hereby repealed in its entirety.

Section 4. Title 9 of the Erie Municipal Code is hereby amended by the addition of the following new Chapter 4:

Chapter 4 – Historic Landmarks

9-4-1 – Purpose and applicability.

A. *Purpose.* The purpose of this Chapter is to establish standards for designation of historic landmarks, revocation and amendment of such designation, and certificates of appropriateness for historic landmarks.

B. *Applicability.* This Chapter shall apply to all historic landmarks in the Town.

9-4-2 – Definitions.

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

Alteration: Any act or process that changes either one or more of the exterior architectural features of a structure or one or more of the physical features of a site.

Certificate of appropriateness: A certificate issued by the Town showing approval of plans for construction, alteration, demolition, or relocation of structures that would affect a designated historic landmark.

Director: The Director of Planning and Development or designee.

Exterior architectural features: The exterior architectural features of a structure, including without limitation the color, kind and texture of building materials, and the type, design and character of windows, doors and appurtenances.

Owner: The person or persons listed in the records of the Boulder or Weld County Clerk and Recorder as having legal title to real property.

9-4-3 – Historic landmarks.

A. *Authorization.*

1. The Town Council may designate as a historic landmark an individual structure or an integrated group of structures and features on a single site having a special historic or architectural value.

2. Each such designation shall include a description of the historic landmark that justified designation and a description of the particular features that should be preserved, and shall include a legal description of the location and boundaries of the property.

B. *Procedure.*

1. A nomination for designation may be made only by the owner by filing an application with the Director on forms provided by the Director. In the case of multiple owners of the same structure or property, all such persons must consent to the nomination.

2. Not more than ninety (90) days after the filing of the application, HPAB shall review the application for conformance with the criteria for designation and with the purposes of this Chapter. Within thirty (30) days after the conclusion of its review, HPAB shall adopt written findings and conclusions and recommend that the Town Council approve, approve with conditions, or deny the application.

3. Not more than ninety (90) days after HPAB makes a recommendation to the Town Council, the Town Council shall hold a public hearing on the application.

4. The public hearing before the Town Council shall be noticed in accordance with Section 10-7-2 of this Code.

5. At the public hearing, the Town Council shall consider the criteria set forth in subsection C hereof.

6. Following the public hearing, the Town Council shall adopt written findings and conclusions and either approve, approve with conditions, or deny the application.

C. *Criteria.* Historic landmarks must be at least fifty (50) years old, but may be exempt from the age standard if it is found to be exceptionally important in other significant criteria. Historic landmarks must also meet at least one of the following criteria:

1. Architectural criteria.

a. Exemplifies specific elements of an architectural style or period;

- b. Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally;
 - c. Demonstrates superior craftsmanship or high artistic value;
 - d. Represents an innovation in construction materials or design;
 - e. Style is particularly associated with the Town or one of its neighborhoods;
 - f. Represents a built environment of a group of people in an era of history;
 - g. Pattern or grouping of elements representing at least one of the above criteria; or
 - h. Significant historic remodel.
2. Social/historic criteria:
- a. Site of a historic event that had an effect on society or the community;
 - b. Exemplifies cultural, political, economic, or social heritage of the community;
 - c. An association with a notable person or the work of a notable person;
 - d. A typical example/association with a particular ethnic group; or
 - e. A unique example of an event in the Town's history.
3. Geographic/environmental criteria.
- a. Enhances sense of identity of the community; or
 - b. An established and familiar natural setting or visual feature of the community.

C. *Notice.* When a historic landmark has been designated, the Director shall properly notify the owner and cause a copy of the designation as described above to be recorded with the Boulder or Weld County Clerk and Recorder, as appropriate.

9-4-4 – Revocation of designation.

A. *Application.* If a structure or physical feature on a designated historic landmark has been lawfully removed or demolished, the owner may apply to HPAB for revocation of designation. HPAB shall recommend revoking a historic landmark designation if HPAB determines that without the demolished structure or physical feature, the historic landmark as a whole no longer meets the purposes of this Chapter and the criteria for designation.

B. *Town Council action.* The Town Council shall revoke a historic landmark designation if it determines that without the demolished structure or physical feature, the historic landmark as a whole no longer meets the purposes of this Chapter and the criteria for designation.

C. *Notice.* When a designation has been revoked, the Director shall properly notify the owner and shall cause a copy of the revocation to be recorded with the Boulder or Weld County Clerk and Recorder, as appropriate.

9-4-5 – Amendment of designation.

Designation of a historic landmark may be amended to add or remove physical features, structures or sites to the landmark under the procedures prescribed by Section 9-4-1. When a designation has been amended, the Director shall notify the owner and shall cause a copy of the amended designation to be recorded with the Boulder or Weld County Clerk and Recorder, as appropriate.

9-4-6 – Register.

The Director shall maintain a current register of all designated historic landmarks and pending designations.

9-4-7 – Construction.

A. No person shall carry out or permit to be carried out on a designated historic landmark any new construction, alteration, removal, or demolition of a building or other physical feature without first obtaining a certificate of appropriateness for the proposed work under this Chapter.

B. No person shall apply for a building permit to construct, alter, remove or demolish any structure or other physical feature on a pending historic landmark after the date an application has been filed to designate such historic landmark.

9-4-8 – Certificate of appropriateness.

A. *Application.* An owner of property designated as a historic landmark may apply for a certificate of appropriateness for new construction, removal or demolition of a designated historic landmark by filing an application with the Director on forms provided by the Director, including plans and specifications showing the proposed exterior appearance, with texture, materials and architectural design and detail.

B. *HPAB procedure.*

1. HPAB shall review the application at a public meeting within ninety (90) days after the filing of the application.

2. Within thirty (30) days after HPAB's review, unless otherwise mutually agreed upon by HPAB and the applicant, HPAB shall adopt written

findings and conclusions and recommend that the Town Council approve, modify and approve, or deny the application.

3. When reviewing a certificate of appropriateness involving moving or demolition of a structure or other physical feature, HPAB may extend the review period up to ninety (90) additional days to encourage both the applicant and HPAB to explore acceptable alternative solutions to the original submission.

C. *Town Council procedure.*

1. The Town Council shall review an application for a certificate of appropriateness for new construction, alteration, removal or demolition of a designated historic landmark structure within ninety (90) days after receipt of a decision of HPAB.

2. If the Town Council approves the application, the Director shall issue a certificate of appropriateness.

3. If the Town Council denies the application, no person may submit a subsequent application for the same or substantially the same construction, alteration, removal or demolition within one year from the date of the final action upon the original application.

D. *Criteria.*

1. HPAB shall recommend and the Town Council shall approve a certificate of appropriateness only if the proposed work would not detrimentally alter, destroy or affect any architectural or landscape feature that contributes to the original designation, and if that the proposed work is visually compatible with other historic structures located on the property in terms of design, finish, material, scale, mass and height.

2. In determining compatibility, HPAB and the Town Council shall consider the following criteria:

- a. The effect on the general historic and architectural character of the structure and property;
- b. The architectural style, arrangement, texture and material used on the existing and proposed structures and their relation to and compatibility with other structures;
- c. The size of the structure, its setbacks, location, and the appropriateness thereof when compared to existing structures and the site;
- d. The compatibility of accessory structures and fences with the main structure on the site, and other structures;

- e. The effects of the proposed work in creating, changing, destroying, or otherwise impacting the exterior architectural features of the structure upon which such work is done;
- f. The condition of existing improvements and whether they are a hazard to public health and safety;
- g. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the property; and
- h. Compliance with the United States Secretary of the Interior's "Standards For Rehabilitation".

9-4-9 – Property maintenance.

An owner of a designated historic landmark shall prevent significant deterioration of the exterior of the structure or physical feature beyond the condition of the structure or physical feature on the effective date of the designation.

9-4-10 – Relocation.

A. *Criteria.* The Town Council consider the following criteria, as applicable, regarding a certificate of appropriateness for relocation of a structure that is part of a designated historic landmark:

- 1. Whether the structure can be rehabilitated or reused on its original site to provide for any reasonable beneficial use of the property;
- 2. The contribution the structure makes to its present setting;
- 3. If the structure can be moved and re-sited without significant damage to its physical integrity and the applicant can show the relocation activity is the best preservation method for the character and integrity of the structure;
- 4. Whether a structural report submitted by a licensed structural engineer adequately demonstrates the soundness of the structure proposed for relocation;
- 5. Whether the structure is compatible with its proposed site and adjacent properties; and if the receiving site is compatible in nature with the structure or structures proposed to be moved;
- 6. The structure's architectural integrity and its consistency with the character of the neighborhood; and
- 7. Whether the relocation of the structure would diminish the integrity or character of the neighborhood of the receiving site.

B. *Bond.* When a structure is to be relocated, the Town may require the owner of the property to post a performance bond in an appropriate

amount to ensure that the structure is reestablished in the new location according to applicable law.

9-4-11 – Demolition.

A. *Total demolition.* An applicant requesting a certificate of appropriateness for total demolition of a structure that is a designated historic landmark shall provide data clearly to demonstrate that the situation meets all of the following criteria:

1. The structure is not structurally sound despite evidence of the owner's efforts to properly maintain the structure;
2. The structure cannot be rehabilitated or reused on site to provide for any reasonable beneficial use of the property;
3. The structure cannot be practically moved to another site in the Town; and
4. The proposal mitigates to the greatest extent possible any impacts that occur to the visual character of the neighborhood where demolition is proposed to occur and the historic importance and architectural integrity of other structures located on the property and adjacent properties.

B. *Partial demolition.* An applicant requesting a certificate of appropriateness for partial demolition shall provide data clearly to demonstrate that the situation meets all of the following criteria:

1. The partial demolition is required for the renovation, restoration or rehabilitation of the structure; and
2. The applicant has mitigated, to the greatest extent possible, impacts on the historic importance and architectural integrity of the structure or other structures located on the property and adjacent properties.

C. *Replacement/reuse plan.* If demolition approval is granted on any basis other than that of an imminent hazard or economic hardship, a certificate of appropriateness will not be issued until a replacement/reuse plan for the property has been approved by the Director.

9-4-12 – Exemptions.

A. *General.* If an application for a certificate of appropriateness is denied, an applicant may request an exemption based on either of the following:

1. An economic hardship exemption may be granted if the applicant demonstrates that they are unable to obtain a reasonable return on their investment.

2. A health or safety hardship exemption may be granted if the applicant shows that the application of the criteria creates a situation substantially inadequate to meet the applicant's needs because of specific health or safety issues, but not if the health or safety issues were created by the action or inaction of the applicant.

B. *Review.* The Town Council shall review an application for an exemption at a public hearing within forty-five (45) days after receipt of the application.

C. *Decision.* Within thirty (30) days after the conclusion of the public hearing, the Town Council shall adopt written findings and conclusions.

9-4-13 – Violation and penalty.

It is unlawful to violate any provision of this Chapter. Violations of this Chapter shall be punished as provided in Title 1, Chapter 4 of this Code.

Section 5. To maintain the stagger, the terms of current members, as defined in Section 3-1-1 of the Erie Municipal Code, shall be shortened as follows: all terms currently set to expire in 2028 shall instead expire in 2027.

Section 6. 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 7. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

Section 8. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this 4th day of November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**Town of Erie
Ordinance No. 30-2025**

An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Title 3 of the Erie Municipal Code Regarding Boards, Commissions, and Committees and Making Corresponding Amendments to the Erie Municipal Code, Including Moving Historic Landmark Regulations to Title 9

Whereas, the Town Council finds it in the best interest of the public health, safety and welfare to streamline Title 3 Erie Municipal Code and align it with Home Rule Charter, regarding boards, commissions and committees, and to move historic structure regulations to Title 9 of the Erie Municipal Code.

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

Section 1. Section 1-5-2 of the Erie Municipal Code is hereby repealed in its entirety.

Section 2. Title 3 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

Title 3 – Boards and Commissions

Chapter 1 – General Provisions

3-1-1 – Definition.

For purposes of this Title 3, the following term shall have the following meaning:

Member means an appointed member of any Town board, commission or committee established by the Home Rule Charter or Chapter 2 of this Title 3.

3-1-2 – Membership.

A. *Appointment.* All members shall be appointed by the Town Council. Appointments shall occur in April of odd-numbered years or as necessary to fill vacancies.

B. *Compensation.* All members shall serve without compensation.

C. *Eligibility.* Each member shall be a resident of the Town. If any member ceases to be a resident of the Town, their membership shall immediately terminate. No member shall hold another elective or appointive municipal office or be an employee of the Town. All members shall be at least twenty-one (21) years of age unless otherwise specified in Chapter 2 of this Title 3.

D. *Term.* Each member shall be appointed to serve a four (4) year term, provided that the terms of members shall be staggered, and further provided that the Town Council may prescribe a shorter term at any time if necessary to preserve the stagger in terms.

E. *Removal.* Pursuant to Section 10.01(5) of the Charter, following notice and an opportunity to be heard, the Town Council may remove any member for any of the following reasons, by a two-thirds (2/3) affirmative vote of the Town Council then in office:

1. A conflict of interest;
2. A violation of law, regulation, or policy;
3. Nonattendance to duty, which shall include failure to attend three (3) consecutive regularly scheduled meetings without a leave of absence approved by the board, committee or commission; or
4. Being a plaintiff or complainant in a lawsuit or administrative action against the Town.

F. *Vacancies.* Vacancies shall be filled by the Town Council.

3-6-2 – Meetings.

A. *Open.* All meetings shall be open to the public and governed by the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*

B. *Quorum.* A quorum shall be one-half (½) of the total number of actual members of the board, commission or committee, rounded up to the nearest whole.

C. *Voting.* Except when expressly stated otherwise, all actions shall be approved by a majority of those members present.

D. *Minutes.* Each board, commission and committee shall keep minutes of its meetings and file such minutes with the Town Clerk.

3-5-3 – Officers.

A. *Election:* Each board, commission and committee shall elect a Chair, Vice Chair and Secretary from among its full membership.

B. *Term.* The term of each officer shall be one (1) year.

C. *Vacancies.* A vacancy in the office of Chair shall be filled automatically by the Vice Chair. A vacancy in the office of Vice Chair or Secretary shall be filled at the next regular meeting from among the remaining members.

3-6-4 – Relationship to Town Council and Town staff.

A. *Staff Liaison.* Town staff will be available to attend board, commission and committee meetings quarterly at the request of the Chair

or at the direction of the Town Manager. No member shall direct or interfere with the work of any Town employee.

B. *Council Liaison.* A Town Councilmember shall be appointed as the liaison to each board, commission and committee other than the Planning Commission and Board of Adjustment. A secondary liaison may also be appointed if the Council so desires. The liaison(s) will attend regular meetings and be the conduit of bidirectional information to and from the Town Council. The liaison is not a member of the board, commission or committee, nor is the liaison entitled to a vote.

C. *Ad hoc committees.* Only the Town Council may appoint *ad hoc* committees from among the members of any board, commission or committee.

D. *Reports.* Each board, commission and committee shall annually prepare a written report which shall then be presented orally to the Town Council at a public meeting, with the ~~first~~ report and presentation occurring ~~after the first of the year and the second~~ prior to the start of the Town's budget consideration for the following year, or at such other times as the Town Council may direct.

E. *Bylaws.* Each board, commission and committee shall adopt bylaws, which bylaws shall be first approved by the Town Council.

Chapter 2 – Specific Boards, Commissions and Committees

3-2-1 – Planning Commission.

A. *Composition.* The Planning Commission shall consist of seven (7) members.

B. *Duties.* The Planning Commission shall have the powers, duties and responsibilities set forth Title 10 of this Code. While the Town Council shall be responsible for the creation and adoption of the Town's comprehensive plan, the Planning Commission shall advise the Town Council on the comprehensive plan as outlined in Title 10 of this Code.

3-2-2 – Airport Economic Development Advisory Board (AEDAB).

A. *Composition.* The AEDAB shall consist of seven (7) members. At least three (3) members shall have specific professional experience in economic development and at least three (3) members shall have specific aviation experience; if someone has both economic development and aviation experience they can satisfy both requirements.

B. *Duties.* The duties of the AEDAB are as follows:

1. To advise the Town Council, by written report, in connection with matters relating to the economic development, financial vitality and economic impact of the Erie Municipal Airport and related activities;

2. With the support of the airport manager and Town staff, to review and, as necessary, propose amendments to the Erie Municipal Airport Master Plan, and annual and long-range capital plans;

3. To occasionally survey the community to understand local perspectives on the progress of economic development and other issues associated with the Erie Municipal Airport;

4. To promote and encourage the economic development, public awareness and beneficial use of the airport and within that goal minimize any adverse impacts associated with the Erie Municipal Airport;

5. To assess economic and capital improvement provisions of the Town's plans related to the Erie Municipal Airport, and if determined to be necessary, recommend, by written report, amendments to the Town Council;

6. To recommend, by written report, grants or other sources of funding airport activities;

7. To promote airport awareness at Town events or at the request of interested individuals or groups;

~~8. To biannually prepare a written report, which shall then be presented orally to the Town Council at a public meeting, with the first report and presentation occurring after the first of the year and the second prior to the start of the Town's budget consideration for the following year; and~~

9. To perform such other functions and duties associated with the Erie Municipal Airport as the Town Council may direct.

3-2-3 – Historic Preservation Advisory Board (HPAB).

A. *Composition.* HPAB shall consist of seven (7) members. The Town shall make a good faith effort to recruit and appoint, and, if possible, shall actually recruit and appoint, at least three (3) HPAB members who are professionals in preservation related disciplines, such as architecture, landscape architecture, architectural history, archaeology, history, planning, American studies, American civilization, cultural geography or cultural anthropology.

B. *Duties.* The duties of HPAB shall be to implement Chapter 4 of Title 9 of this Code.

3-2-4 – Open Space and Trails Advisory Board (OSTAB).

A. *Composition.* OSTAB shall consist of seven (7) members.

B. *Duties.* The duties of OSTAB are:

1. To advise the Town Council, by written report, in connection with matters relating to the planning, acquisition, development, maintenance and management of open space and trails throughout the Town;

2. To promote and encourage the development, public awareness and proper use of open space and trails throughout the Erie planning area;

3. To coordinate with Boulder and Weld Counties and neighboring jurisdictions in the identification and acquisition of open space and trails;

4. To assess open space and trail related provisions of the Town's plans and ordinances, and if determined to be necessary, recommend, by written report, amendments to the Town Council;

5. To recommend, by written report, grants or other sources of funding for open space acquisition and trail development;

6. To promote open space and trails awareness at Town events or at the request of interested individuals or groups;

7. To perform such other functions associated with open space and trails as the Town Council may from time to time direct;

8. To perform such other duties as may be directed by the Town Council from time to time; and

9. To make recommendations, by written report, to the Town Council on the expenditure of the receipts from the trails, natural areas and open space tax created by Ordinance 02-2004.

3-2-5 – Sustainability Advisory Board (SAB).

A. *Composition.* The SAB shall consist of seven (7) members, one of whom may be an individual between sixteen (16) and twenty-one (21) years of age.

B. *Duties.* The duties of the SAB are:

1. To advise the Town Council, by written report, in connection with matters relating to the planning, development, maintenance and management of sustainability activities throughout the Town;

2. To create a sustainability master plan with the support of the Town staff to be reviewed and approved by the Town Council, updating it every five (5) years, or sooner if needed;

3. To occasionally survey the community to understand local perspectives on the progress of sustainable activities and the desires for additional sustainable activities;

4. To promote and encourage the development, public awareness and proper use of sustainability activities throughout the Town;

5. To coordinate with Boulder and Weld Counties and neighboring jurisdictions, Town staff and other Town boards and commissions/committees in the identification and promotion of sustainability activities;

6. To assess sustainability related provisions of the Town's plans and ordinances, and if determined to be necessary, recommend, by written report, amendments to the Town Council;

7. To recommend, by written report, grants or other sources of funding sustainability activities;

8. To promote sustainability awareness at Town events or at the request of interested individuals or groups; and

9. To perform such other functions associated with sustainability as the Town Council may direct.

3-2-6 – Tree Board.

A. *Composition.* The Tree Board shall consist of seven (7) members, one of whom may be an individual between sixteen (16) and twenty-one (21) years of age.

B. *Duties.* The duties of the Tree Board are:

1. To investigate available grants, loans or contributions from other governmental agencies, public or private corporations, or individuals and recommend the expenditure of any proceeds toward the accomplishment of the Tree Board's purpose;

2. To organize and conduct the annual Arbor Day celebration;

3. To arrange, advertise and conduct any educational programs which are a part of the annual work plan approved by the Town Council; and

~~4. To submit an annual report of its activities and recommendations to the Town Council and shall submit copies of its minutes and proceedings of its regular and special meetings.~~

3-2-7 – Board of Adjustment (BOA).

A. *Composition.* The BOA shall consist of five (5) regular members and up to two (2) alternate members. Each member shall be qualified by experience and training to pass on matters pertaining to building and

construction. If a regular member is temporarily unable to participate or vote, an alternate member may participate and vote in the regular member's place.

B. *Duties.* The BOA shall have the review and decision-making responsibilities as set forth in Titles 9 and 10 of this Code.

C. *Voting:* The concurring vote of four (4) members of the BOA shall be required to approve variances and to decide appeals of decisions made by any Town official. Action by the BOA on any other matters shall require a favorable majority vote of the members present at the time of the vote.

Section 3. Section 7-3-3 of the Erie Municipal Code is hereby repealed in its entirety.

Section 4. Title 9 of the Erie Municipal Code is hereby amended by the addition of the following new Chapter 4:

Chapter 4 – Historic Landmarks

9-4-1 – Purpose and applicability.

A. *Purpose.* The purpose of this Chapter is to establish standards for designation of historic landmarks, revocation and amendment of such designation, and certificates of appropriateness for historic landmarks.

B. *Applicability.* This Chapter shall apply to all historic landmarks in the Town.

9-4-2 – Definitions.

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

Alteration: Any act or process that changes either one or more of the exterior architectural features of a structure or one or more of the physical features of a site.

Certificate of appropriateness: A certificate issued by the Town showing approval of plans for construction, alteration, demolition, or relocation of structures that would affect a designated historic landmark.

Director: The Director of Planning and Development or designee.

Exterior architectural features: The exterior architectural features of a structure, including without limitation the color, kind and texture of building materials, and the type, design and character of windows, doors and appurtenances.

Owner: The person or persons listed in the records of the Boulder or Weld County Clerk and Recorder as having legal title to real property.

9-4-3 – Historic landmarks.

A. *Authorization.*

1. The Town Council may designate as a historic landmark an individual structure or an integrated group of structures and features on a single site having a special historic or architectural value.

2. Each such designation shall include a description of the historic landmark that justified designation and a description of the particular features that should be preserved, and shall include a legal description of the location and boundaries of the property.

B. *Procedure.*

1. A nomination for designation may be made only by the owner by filing an application with the Director on forms provided by the Director. In the case of multiple owners of the same structure or property, all such persons must consent to the nomination.

2. Not more than ninety (90) days after the filing of the application, HPAB shall review the application for conformance with the criteria for designation and with the purposes of this Chapter. Within thirty (30) days after the conclusion of its review, HPAB shall adopt written findings and conclusions and recommend that the Town Council approve, approve with conditions, or deny the application.

3. Not more than ninety (90) days after HPAB makes a recommendation to the Town Council, the Town Council shall hold a public hearing on the application.

4. The public hearing before the Town Council shall be noticed in accordance with Section 10-7-2 of this Code.

5. At the public hearing, the Town Council shall consider the criteria set forth in subsection C hereof.

6. Following the public hearing, the Town Council shall adopt written findings and conclusions and either approve, approve with conditions, or deny the application.

C. *Criteria.* Historic landmarks must be at least fifty (50) years old, but may be exempt from the age standard if it is found to be exceptionally important in other significant criteria. Historic landmarks must also meet at least one of the following criteria:

1. Architectural criteria.

a. Exemplifies specific elements of an architectural style or period;

- b. Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally;
 - c. Demonstrates superior craftsmanship or high artistic value;
 - d. Represents an innovation in construction materials or design;
 - e. Style is particularly associated with the Town or one of its neighborhoods;
 - f. Represents a built environment of a group of people in an era of history;
 - g. Pattern or grouping of elements representing at least one of the above criteria; or
 - h. Significant historic remodel.
2. Social/historic criteria:
- a. Site of a historic event that had an effect on society or the community;
 - b. Exemplifies cultural, political, economic, or social heritage of the community;
 - c. An association with a notable person or the work of a notable person;
 - d. A typical example/association with a particular ethnic group; or
 - e. A unique example of an event in the Town's history.
3. Geographic/environmental criteria.
- a. Enhances sense of identity of the community; or
 - b. An established and familiar natural setting or visual feature of the community.

C. *Notice.* When a historic landmark has been designated, the Director shall properly notify the owner and cause a copy of the designation as described above to be recorded with the Boulder or Weld County Clerk and Recorder, as appropriate.

9-4-4 – Revocation of designation.

A. *Application.* If a structure or physical feature on a designated historic landmark has been lawfully removed or demolished, the owner may apply to HPAB for revocation of designation. HPAB shall recommend revoking a historic landmark designation if HPAB determines that without the demolished structure or physical feature, the historic landmark as a whole no longer meets the purposes of this Chapter and the criteria for designation.

B. *Town Council action.* The Town Council shall revoke a historic landmark designation if it determines that without the demolished structure or physical feature, the historic landmark as a whole no longer meets the purposes of this Chapter and the criteria for designation.

C. *Notice.* When a designation has been revoked, the Director shall properly notify the owner and shall cause a copy of the revocation to be recorded with the Boulder or Weld County Clerk and Recorder, as appropriate.

9-4-5 – Amendment of designation.

Designation of a historic landmark may be amended to add or remove physical features, structures or sites to the landmark under the procedures prescribed by Section 9-4-1. When a designation has been amended, the Director shall notify the owner and shall cause a copy of the amended designation to be recorded with the Boulder or Weld County Clerk and Recorder, as appropriate.

9-4-6 – Register.

The Director shall maintain a current register of all designated historic landmarks and pending designations.

9-4-7 – Construction.

A. No person shall carry out or permit to be carried out on a designated historic landmark any new construction, alteration, removal, or demolition of a building or other physical feature without first obtaining a certificate of appropriateness for the proposed work under this Chapter.

B. No person shall apply for a building permit to construct, alter, remove or demolish any structure or other physical feature on a pending historic landmark after the date an application has been filed to designate such historic landmark.

9-4-8 – Certificate of appropriateness.

A. *Application.* An owner of property designated as a historic landmark may apply for a certificate of appropriateness for new construction, removal or demolition of a designated historic landmark by filing an application with the Director on forms provided by the Director, including plans and specifications showing the proposed exterior appearance, with texture, materials and architectural design and detail.

B. *HPAB procedure.*

1. HPAB shall review the application at a public meeting within ninety (90) days after the filing of the application.

2. Within thirty (30) days after HPAB's review, unless otherwise mutually agreed upon by HPAB and the applicant, HPAB shall adopt written

findings and conclusions and recommend that the Town Council approve, modify and approve, or deny the application.

3. When reviewing a certificate of appropriateness involving moving or demolition of a structure or other physical feature, HPAB may extend the review period up to ninety (90) additional days to encourage both the applicant and HPAB to explore acceptable alternative solutions to the original submission.

C. *Town Council procedure.*

1. The Town Council shall review an application for a certificate of appropriateness for new construction, alteration, removal or demolition of a designated historic landmark structure within ninety (90) days after receipt of a decision of HPAB.

2. If the Town Council approves the application, the Director shall issue a certificate of appropriateness.

3. If the Town Council denies the application, no person may submit a subsequent application for the same or substantially the same construction, alteration, removal or demolition within one year from the date of the final action upon the original application.

D. *Criteria.*

1. HPAB shall recommend and the Town Council shall approve a certificate of appropriateness only if the proposed work would not detrimentally alter, destroy or affect any architectural or landscape feature that contributes to the original designation, and if that the proposed work is visually compatible with other historic structures located on the property in terms of design, finish, material, scale, mass and height.

2. In determining compatibility, HPAB and the Town Council shall consider the following criteria:

- a. The effect on the general historic and architectural character of the structure and property;
- b. The architectural style, arrangement, texture and material used on the existing and proposed structures and their relation to and compatibility with other structures;
- c. The size of the structure, its setbacks, location, and the appropriateness thereof when compared to existing structures and the site;
- d. The compatibility of accessory structures and fences with the main structure on the site, and other structures;

- e. The effects of the proposed work in creating, changing, destroying, or otherwise impacting the exterior architectural features of the structure upon which such work is done;
- f. The condition of existing improvements and whether they are a hazard to public health and safety;
- g. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the property; and
- h. Compliance with the United States Secretary of the Interior's "Standards For Rehabilitation".

9-4-9 – Property maintenance.

An owner of a designated historic landmark shall prevent significant deterioration of the exterior of the structure or physical feature beyond the condition of the structure or physical feature on the effective date of the designation.

9-4-10 – Relocation.

A. *Criteria.* The Town Council consider the following criteria, as applicable, regarding a certificate of appropriateness for relocation of a structure that is part of a designated historic landmark:

- 1. Whether the structure can be rehabilitated or reused on its original site to provide for any reasonable beneficial use of the property;
- 2. The contribution the structure makes to its present setting;
- 3. If the structure can be moved and re-sited without significant damage to its physical integrity and the applicant can show the relocation activity is the best preservation method for the character and integrity of the structure;
- 4. Whether a structural report submitted by a licensed structural engineer adequately demonstrates the soundness of the structure proposed for relocation;
- 5. Whether the structure is compatible with its proposed site and adjacent properties; and if the receiving site is compatible in nature with the structure or structures proposed to be moved;
- 6. The structure's architectural integrity and its consistency with the character of the neighborhood; and
- 7. Whether the relocation of the structure would diminish the integrity or character of the neighborhood of the receiving site.

B. *Bond.* When a structure is to be relocated, the Town may require the owner of the property to post a performance bond in an appropriate

amount to ensure that the structure is reestablished in the new location according to applicable law.

9-4-11 – Demolition.

A. *Total demolition.* An applicant requesting a certificate of appropriateness for total demolition of a structure that is a designated historic landmark shall provide data clearly to demonstrate that the situation meets all of the following criteria:

1. The structure is not structurally sound despite evidence of the owner's efforts to properly maintain the structure;
2. The structure cannot be rehabilitated or reused on site to provide for any reasonable beneficial use of the property;
3. The structure cannot be practically moved to another site in the Town; and
4. The proposal mitigates to the greatest extent possible any impacts that occur to the visual character of the neighborhood where demolition is proposed to occur and the historic importance and architectural integrity of other structures located on the property and adjacent properties.

B. *Partial demolition.* An applicant requesting a certificate of appropriateness for partial demolition shall provide data clearly to demonstrate that the situation meets all of the following criteria:

1. The partial demolition is required for the renovation, restoration or rehabilitation of the structure; and
2. The applicant has mitigated, to the greatest extent possible, impacts on the historic importance and architectural integrity of the structure or other structures located on the property and adjacent properties.

C. *Replacement/reuse plan.* If demolition approval is granted on any basis other than that of an imminent hazard or economic hardship, a certificate of appropriateness will not be issued until a replacement/reuse plan for the property has been approved by the Director.

9-4-12 – Exemptions.

A. *General.* If an application for a certificate of appropriateness is denied, an applicant may request an exemption based on either of the following:

1. An economic hardship exemption may be granted if the applicant demonstrates that they are unable to obtain a reasonable return on their investment.

2. A health or safety hardship exemption may be granted if the applicant shows that the application of the criteria creates a situation substantially inadequate to meet the applicant's needs because of specific health or safety issues, but not if the health or safety issues were created by the action or inaction of the applicant.

B. *Review.* The Town Council shall review an application for an exemption at a public hearing within forty-five (45) days after receipt of the application.

C. *Decision.* Within thirty (30) days after the conclusion of the public hearing, the Town Council shall adopt written findings and conclusions.

9-4-13 – Violation and penalty.

It is unlawful to violate any provision of this Chapter. Violations of this Chapter shall be punished as provided in Title 1, Chapter 4 of this Code.

Section 5. To maintain the stagger, the terms of current members, as defined in Section 3-1-1 of the Erie Municipal Code, shall be shortened as follows: all terms currently set to expire in 2028 shall instead expire in 2027.

Section 6. 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 7. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

Section 8. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this 14th day of ~~October~~November, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Purchase and Sale Agreement

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with a legal address of 645 Holbrook Street, Erie, CO 80516 (the "Town"), and TI Residential, LLC, with an address of 8678 Concord Center Drive, Suite 200, Englewood, CO 80112 ("Seller") (each a "Party" and collectively the "Parties").

Whereas, Seller owns the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

Whereas, the Town wishes to purchase the Property, including all water and mineral rights associated with the Property from Seller, and Seller wishes to sell the Property to the Town, pursuant to the terms set forth in this Agreement.

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

1. **Conveyance.** Pursuant to the terms and conditions of this Agreement, Seller agrees to convey, sell, transfer, and assign the Property, including all water and mineral rights associated with the Property, to the Town, and the Town agrees to purchase and accept the Property from Seller.
2. **Earnest Money.** Within 3 days of the Effective Date, the Town shall tender \$10,000 as earnest money (the "Earnest Money"), to be held by Fidelity National Title (the "Title Company") in an interest-bearing account. Any interest earned on the Earnest Money shall be credited to the Town at Closing. The Town shall deliver the Earnest Money to the Title Company within three days after the Effective Date. The Earnest Money is part of and included in the total purchase price.
3. **Purchase Price.** Subject to the terms, conditions, and provisions of this Agreement, the total purchase price for the Property is \$476,100, which amount is inclusive of all consideration to be paid for Seller's conveyance to the Town of the Property (the "Purchase Price"). The Purchase Price is to be paid by the Town at closing, in funds which comply with applicable Colorado law, including electronic transfer funds, certified check, or cashier's check, as directed by Seller.
4. **Inspection.** The Town shall have 45 days from the Effective Date to complete its physical and financial inspection and due diligence investigation of the Property and investigate the title thereof (the "Inspection Period"). During the Inspection Period, the Town and its agents, consultants and representatives shall have the right to enter the Property to conduct inspections and analyses regarding the Property and its suitability for the Town's intended purposes. During the Inspection Period, Seller shall provide to the Town copies of all deeds and other documents affecting ownership of the Property. The Town shall hold harmless Seller for any property damage or personal injuries resulting

10/27/2025

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from any entry by the Town onto the Property. Seller shall not make any physical alteration to, or transfer, convey or otherwise encumber any interest in the Property at any time from the Effective Date until Closing.

5. Termination. If on or before the expiration of the Inspection Period the Town gives Seller written notice setting forth the Town's dissatisfaction with the Property or any characteristic thereof, in the Town's sole discretion, for any reason whatsoever, then this Agreement shall terminate, the Earnest Money, if any, shall be returned to the Town and both Parties shall be relieved from any further liability hereunder.

6. Closing.

a. The Closing shall occur within 14 days after completion of the Inspection Period at Fidelity National Title Insurance Company (the "Closing Company") at a time that is mutually acceptable to the Parties.

b. Seller shall pay real property taxes and assessments on that portion of the Property conveyed to the Town in fee, if any, through the date of Closing. Other costs of Closing shall be borne by the Town.

c. At Closing, Seller shall deliver to the Town a special warranty deed, subject only to statutory exceptions, executed and acknowledged by Seller, conveying good and marketable fee simple title to the Property.

d. At Closing, the Town shall deliver to the Closing Company the Purchase Price plus all closing costs, and such other documents as may be required hereunder or reasonably required by Seller or the Closing Company.

7. Possession. Possession of the Property shall be delivered to the Town at Closing.

8. Seller's Representations and Warranties. Seller hereby represents and warrants that the following statements are now, and will be as of the Closing date, true and correct, to the best of Seller's knowledge:

a. Seller has the full right, power, and authority to transfer and convey the Property, as provided in this Agreement, and to carry out Seller's obligations under the Agreement, and that Seller is a corporation, partnership, limited partnership, limited liability company, or other entity validly existing and in good standing under the laws of the State of Colorado.

b. Seller has not: commenced a voluntary case, or had entered against it a petition, for relief under Title 11 U.S.C., as amended (the "Bankruptcy Code") or any similar petition, order, or decree under any federal or State law or statute relative to bankruptcy, insolvency, or other relief for debtors; caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, State, or foreign judicial or non-judicial proceeding, to hold,

administer, and liquidate all or substantially all of its property; or made an assignment for the benefit of creditors.

c. There is no action, suit or proceeding pending, or to the best of Seller's knowledge, threatened, against or otherwise affecting Seller or the Property in any court of law or equity, or before any governmental authority, in which an adverse decision might materially impair Seller's ability to perform its obligations under this Agreement.

d. There is no pending or threatened condemnation or similar proceeding affecting the Property.

e. The Property is being conveyed free and clear of all service contracts, agreements, leases, and other occupancy rights.

f. Seller has not received any notice of any violations of any applicable law related to the Property.

g. Seller is not aware of any special assessments to be levied against the Property after its acquisition by the Town.

9. Condition of Property. The Town understands that it is purchasing the Property in its existing condition, "as is". Except for those warranties expressly set forth in this Agreement, Seller makes no warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever. Without limiting the generality of the preceding sentence, Seller acknowledges and agrees that neither Seller, nor anyone acting for or on behalf of Seller, makes or has made any statements, promises, warranties or representations, either express or implied, with respect to the absence or presence of any hazardous substance, material or condition affecting the Property, the soil condition, geologic condition or other physical aspect of the Property or the accuracy or completeness of any reports or information pertaining to such matters.

10. Subject to Approval. The Parties hereby acknowledge and agree that the sale of the Property is expressly contingent on approval by the Erie Town Council by legislative action at a public meeting. The Town shall not incur any liability whatsoever if the sale of this Property is not approved by Town Council.

11. Remedies.

a. *Seller's Remedies.* If the Closing does not occur by reason of a breach of the Town, Seller shall have the right to terminate this Agreement by written notice to the Town and retain the Earnest Money, which shall be Seller's exclusive remedy.

b. *Town's Remedies.* If the Closing does not occur by reason of a breach of Seller, and the Town has complied with the terms of this Agreement, the Town may terminate this Agreement by written notice to Seller and the Earnest Money shall be refunded to the Town. In addition, the Town shall have all remedies available by law or

equity for such breach, including specific performance. The Town also retains the right to acquire the Property pursuant to its eminent domain authority.

12. Land Donation. The Parties acknowledge that the appraised fair market value of the Property, as determined by CBRE in May 2025, is \$950,000. The agreed-upon Purchase Price under this Agreement is \$476,100. Seller may, at its sole discretion, treat the difference of \$473,900 as a charitable donation to the Town. The Town makes no representation or warranty regarding the tax treatment or deductibility of such donation and shall not be responsible for providing tax advice. The Town will reasonably cooperate with the Seller by executing I.R.S. Form 8283 and any related forms required by the Colorado Department of Revenue, provided that the Town shall not incur any additional liability or out of pocket expense as a result thereof, and Seller shall indemnify and hold the Town harmless from any such additional expense or liability.

13. Miscellaneous.

a. *Entire Agreement.* This Agreement contains the entire agreement of the Parties. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the Parties.

b. *Agreement Binding.* This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

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

d. *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.

e. *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.

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

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

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

i. *Accessibility.* Seller 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 Seller's noncompliance with such accessibility standards.

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

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

TI Residential, LLC

DocuSigned by:

By:

—F10BFF255C334C4..

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____ as _____ of TI Residential, LLC.

My commission expires:

(Seal)

Notary Public

First Amendment to Construction Contract Schofield Farm Barn Rehabilitation (PR-25-12)

This First Amendment to Construction Contract (the "First Amendment") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and A&M Renovations, LLC, a Colorado corporation with a principal place of business at 5800 E. 58th Avenue, Unit K, Commerce City, CO 80022 of "Contractor") (each a "Party" and collectively the "Parties").

Whereas, on September 23, 2025, the Parties entered into a Construction Contract (the "Contract"); and

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

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

1. Scope of Work. Section 2 of the Contract is hereby amended by the inclusion of additional scope of work as follows:

Demolition

- Remove interior partition walls, salvaging materials for possible re-use
- Remove basement concrete floor; excavate as require for new floor and footings
- Perform all other demolition work indicated on plans

Concrete

- Install new concrete footings and slab floor in basement
- Install new concrete foundation slab, foundation walls, pedestal, and upper slab in Silo, infilling Silo below grade with gravel
- Install shotcrete on interior face of Silo wall
- Install footings for exterior Silo Stairs
- Install concrete landing and stairs at Silo door
- Exclusions: mechanical enclosure foundation, stairs at Loafing Shed, concrete Landing other than that at Silo door

Masonry

- Reinforce and grout existing concrete block walls per structural plans
- Construct new elevator shaft

Structural

- Remove, rehabilitate, and reinstall wood plank floor on First Floor
- Install all wood and steel reinforcement inside Barn per structural plans
- Create floor openings in Barn for stairs and elevator shaft
- Install steel egress stairs exterior to Silo
- Create doorway in Silo at ground level; install steel jamb and gate
- Install steel railing at Silo landing
- Exclusions: Installation of Silo interior stairs, installation of Barn interior stairs, reconstruction of Loafing Shed, construction of mechanical enclosure

Roofing

- Install Structural Insulated Panels (SIPS) on roof
- Install new cedar shingle roof, to include all required underlayments and flashings
- Install new gutters

Windows and Doors

- Rehabilitate all existing windows, exterior doors, and barn doors
- Install 2 new exterior doors on south elevation
- Install new storefront windows on east and west elevations at gable level
- Exclusions: New interior doors, new storefront doors

Exterior Rehabilitation

- Rehabilitate all existing exterior woodwork
- At west gable, install new exterior insulation, siding, and trim
- Construct track system to render west hayloft door operable
- Construct and install new cupola on roof
- Paint all existing or new exterior woodwork

Electrical

- Maintain temporary construction power and lighting

Plumbing

- Install all underground plumbing
- Complete connections to plumbing utilities (brought to the building by others)
- Install flanges for fire suppression system

Elevator

- Commission elevator shop drawings prior to shaft construction

2. Contract Price. Section 5 of the Contract is hereby amended to increase the maximum amount of compensation to \$2,722,530 allocated as follows:

Original Contract Price:	\$ 442,049
1 st Amendment:	\$2,280,481
Total New Contract Price:	\$2,722,530

3. Except as expressly modified herein, the Contract shall remain in full force and effect.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

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 _____, 2025, by A&M Renovations, LLC.

My commission expires:

(Seal)

Notary Public

Agreement for Professional Services

This Agreement for Professional Services (the "Agreement") is made and entered into this ____ day of _____, 2025 (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 WSB, LLC, an independent contractor with a principal place of business at 2000 South Colorado Boulevard, Tower One, Suite 11000, Denver, CO 80222 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

I. Scope of Services

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, and known as:

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$446,914. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

E. Consultant shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims,

damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, 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. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

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

VIII. Indemnification

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this

Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

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

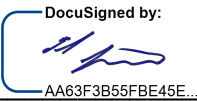
Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Consultant

By:  _____
AA63F3B55FBE45E...

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____ as _____ of WSB, LLC.

My commission expires:

(Seal)

Notary Public

Exhibit A Scope of Services

Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties:

Task 1 – Project Management

Consultant shall designate a Project Manager (the "Consultant PM"). The Consultant PM shall manage and track their project activities and hours. The PM shall coordinate with the Town Project Manager (the "Town PM") on a monthly basis. It may be necessary to have additional Consultant staff and Town staff during the monthly coordination meetings. If additional Consultant staff is attending, Consultant shall provide an agenda to Town staff for the meeting and identify what additional Consultant staff will be discussing, with the exception of the kick-off meeting. When additional Consultant staff has completed their purpose in the meeting that staff will exit the meeting. The Town PM and the Consultant PM shall schedule a kick-off meeting together after a contract is signed by all parties. During the kickoff meeting, the project schedule will be better defined and milestones set. This will provide an opportunity for solidifying approach and outcomes, discuss data needs, brainstorm concepts, and identify key public engagement activities. All bi-weekly update meetings are proposed to be virtual unless otherwise agreed by Consultant and the Town PM. Consultant shall work with the Town's Communications and Community Engagement ("CCE") Department to match the look and feel of the project's logo, plan name, and tagline with the Town's style guide and messaging. This project branding will be used for all communication material throughout the process to have an attractive and recognizable look in consistent messaging and format. Consultant shall solidify the community engagement approach. The Consultant PM shall provide monthly progress reports and invoices for billing. Contractor shall provide meeting minutes with next action items identified.

Task 2 – Existing Conditions

Consultant shall research and identify a baseline of conditions of the corridor including a 2-mile buffer around the corridor. Additionally, spatial data, socioeconomic, demographic and development trends shall be assessed. An assessment of the region's impact on this section of the I-25 corridor and interchanges shall be included in the existing conditions. Consultant shall provide an existing conditions report utilizing infographics and establishing baseline indicators. The report shall provide an overview of baseline conditions and define how those conditions influence the corridor, and shall contextualize data to relate directly to what stakeholders need to know about the state of the corridor over the next 20 years.

2.1 – Review of Regional and Local Plans

Consultant shall review the following:

- The Town of Erie Comprehensive Plan
- The Town of Erie Transportation & Mobility Plan
- The Town of Erie Gateway Development Plan
- The Town of Erie Corridor Analysis
- The Town of Erie Parks, Recreation, Open Space & Trails (PROST) Plan
- The Town of Frederick Comprehensive Plan
- The Town of Frederick Transportation Master Plan
- The City of Dacono Transportation Plan
- The City of Dacono Comprehensive Plan
- The City of Dacono I-25 Sub Area Master Plan
- The City of Dacono Parks, Trails and Outdoor Recreation Master Plan
- The City and County of Broomfield Transportation Master Plan
- The Colorado Department of Transportation (CDOT) North I-25 Environmental Impact Statement
- The CDOT CO 52 Planning & Environmental Linkage (PEL) Study

2.2 – Natural Resources and Environment

Consultant shall summarize and map natural hazard risks, oil and gas facilities, air and water quality, and resource management. Consultant shall incorporate the new data and information provided by the recently updated Hazard Mitigation Plans by Weld County. Consultant shall summarize and map all wildlife habitats, species, natural resources, and the natural environment within the study area. From this summary, Consultant shall provide Local, State, Federal regulations, restrictions, and impacts to the wildlife and environment.

2.3 – Parks, Recreation, Trails, and Open Space

Consultant shall provide an inventory of the parks, recreational facilities, trails, and open space and build on all Parks and Recreation master plans to identify projects and strategies that have yet to be completed.

2.4 – Economic Development

Consultant shall provide an overview of the economic conditions including without limitation commercial development, industrial development, freight impact, outdoor recreation, and entertainment.

2.5 – Transit

Consultant shall conduct a review of all existing transit services in and around the study area and research future transit plans to occur in the study area. Consultant shall research and understand the process and standards of the regional transit providers' operations.

2.6 – Traffic Data

Consultant shall review traffic volumes and vehicle type along the corridor, the interchanges and arterial roadways in the buffer area. Consultant shall provide a review of crashes in the study area and summarize crash types. Consultant shall coordinate with all agencies to collect existing traffic data to compile and analyze.

Task 3 – Public Outreach & Stakeholder Coordination

Consultant shall create a list of events including a schedule and talking points for the events. Events shall occur in all involved municipalities. All public outreach activities shall contribute to the development of the vision of the study area.

3.1 – Public Outreach Events

Consultant shall develop a public outreach list of events and schedule. Public Outreach events shall encompass a variety of events such as attending Town-hosted events, pop-up events (5 total), and conducting a survey with results.

3.2 – Transportation Workshop

Consultant shall host a transportation workshop to include the involved municipalities, the Regional Transportation District ("RTD"), the Denver Regional Council of Governments ("DRCOG"), and the Colorado Department of Transportation ("CDOT"). Consultant shall work with those larger agencies to understand their process to include this study in their plans.

3.3 – Stakeholder Meetings

Consultant shall host a variety of meetings with the involved municipalities including staff, boards, committees, coalitions, regional organizations, departments. These meetings will help inform the study. Consultant shall present a mid-project update and a final report to the Erie Town Council.

Task 4 – Modeling & Analysis

Consultant shall develop a model of the regional growth and traffic volumes.

4.1 – Regional Growth Projections & Timeline

Consultant shall collect and analyze traffic volumes and development plans that will impact the study area, including roadways in the buffer area. Consultant shall work with the Town/City Engineers and Planners to understand the occurring development and traffic impacts. Based on development plans and timelines, Consultant shall develop a comprehensive timeline of the stages of each development such as when development will be 25%, 50%, 75%, and 100% complete in the study area. The model shall show what growth looks like over the next 40 years.

4.2 – Corridor and Interchange Traffic Volumes

Based on development plans and timelines, Consultant shall develop a comprehensive timeline of the stages of development such as when development will be 25%, 50%, 75%, and 100% complete or when developments are completed based on milestone years (10-year increments)

and what traffic volumes will exist during each stage of development in the study area and at the 2 interchanges. The model shall show what traffic volumes will look like over the next 40 years. Consultant shall evaluate the current conditions and provide a timeline of when meters will be needed at the interchange on-ramps.

4.3 – I-25 Managed Lanes

CDOT is constructing managed lanes on I-25 from Fort Collins to Denver. The project is broken into segments for implementation. The study area is within Segment 4 which is the last segment to receive the managed lanes. Consultant shall evaluate the impact of the existing managed lanes on either side of the study area. Consultant shall evaluate when I-25's Segment 4 will reach its capacity without the managed lanes and provide a timeframe for when the managed lanes are to be constructed.

4.4 – Transit Ridership Projections

Consultant shall provide projections of transit ridership for the regional transit services from CDOT, RTD, and local municipalities.

Task 5 – Interchange Reconfiguration Scenarios

Consultant shall use the current interchange configurations and include the traffic volumes at the milestones of 10 years, 20 years, 30 years, and 40 years out. Consultant shall analyze and develop interchange reconfiguration scenarios of the two interchanges in the study area and identify a timeframe for when the interchanges shall be improved. These reconfigurations shall include, keeping the interchanges as (improved) diamond interchanges, converting them to diverging diamond interchanges, or converting to single point unified interchanges. Consultant shall analyze what additional ROW is needed for the improved or reconfigured interchanges.

Task 6 – Underpass/Overpass Analysis

Consultant shall analyze and evaluate a crossing, either underpass or overpass, for the RTD ROW, trail connections, and wildlife across I-25 through a general plan and elevation drawings of proposed over/underpass. A crossing for all three connections will be planned together and it is anticipated that the RTD ROW will be active in the future with a rail connection to RTD's N Line. Consultant shall identify the length and width of the underpass/overpass and locate the connections to the underpass/overpass from either side of I-25. Consultant shall provide a timeline for when the underpass/overpass shall be constructed based on development and growth, including anticipated construction costs for today's standards and inflated costs at the time of improvements to the underpass/overpass. Consultant shall provide 3-4 general graphic conceptual designs of what this will look like, including Open Bridge Model ("OBM") and general plan and elevation sheets for each alternative.

Task 7 – RTD ROW Improvement Needs and Transit Improvements

RTD owns a ROW that crosses I-25 just north of the Erie Parkway interchange. On either side of I-25 are RTD rails. Eastward the rails connect to the N Line's Colorado State Highway 7 Station in Thornton and toward the west the ROW passes through the heart of Erie. Consultant shall evaluate the conditions of the ROW and rails and determine what improvements are needed to bring the rails to operational conditions. This shall include new rails and replacement of any rails. This analysis shall include costs (today's costs and inflated costs at 40 years out) estimates to improve the rails and estimates to extend the N Line from the CO 7 Station in Thornton to the Gateway development in Erie. Based on regional transit plans, Consultant shall evaluate and provide scenarios for transit connections to the Gateway Transit Center from Erie Parkway and one from I-25. This shall include a conceptual design of a Transit Center at the Gateway development including a Park-n-Ride, bus bays, and amenities. Consultant shall develop high level representative service plan based on Erie population and forecasted or publicly available travel volumes, assuming four daily round trip trains extended from N Line service from CO 7 and Colorado Boulevard to determine potential ridership and potential operation and maintenance. Cost shall be representative, per mile, and comparative analysis of existing RTD ridership will be used. A capital improvements list shall be based on the representative existing conditions and proposed condition to meet RTD requirements, per miles cost, factored for various categories, track, signals, and at grade crossing improvements. Consultant shall assume one concept level exhibit for the Transit Center at the Gateway Development based on information gathered and analyzed within this task with one round of review.

Task 8 – Identifying Challenges, Obstacles, and Conflicts

Based on existing conditions and completed analysis, Consultant shall provide a Challenges, Obstacles, and Conflicts report summarizing the challenges, stating the obstacles, and identifying conflicts, on a variety of topics including without limitation the natural environment, local plans, regional plans, transit plans and operations, financial, social, economic, development, policies, and political.

Task 9 – Economic and Fiscal Impact

Based on the model results and development plans, Consultant shall develop an economic impact on the surrounding area and shall provide a fiscal analysis of the costs associated with the scenarios, improvements, development, and analysis for each of the milestone years. This shall include an economic and fiscal impact if there is a no build scenario. Consultant and the Town will identify the parcels for evaluation that could be impacted by the interchange or the transit center with analysis completed at a high level. Future land uses will be determined by the DRCOG model and the Town of Erie model, if available using land uses by all involved municipalities. Assumptions will be key data points for the Economic and Fiscal portion of this study.

Task 10 – Recommendations

Consultant shall forward all recommendations for improvements to CDOT, RTD, and DRCOG in anticipation of including this study in DRCOG and CDOT plans.

10.1 – Vision

Consultant shall create a vision for the study area based on public outreach events and all completed tasks. The vision will guide improvements for the study area.

10.2 – I-25 Improvements

Consultant shall outline and provide a set of recommendations of improvements for I-25 and when those improvements should occur. The recommendations shall include how to coordinate with CDOT, RTD, DRCOG, and regional municipalities and organizations to proceed. This shall include next steps and a financial outlook plan.

10.3 – Overpass/Underpass

Consultant shall provide scenarios for the overpass/underpass and a preferred scenario that works best combining the RTD ROW, a multiuse trail, and wildlife crossings, including a cost estimate.

10.4 – Interchange Improvements

Consultant shall provide scenarios for the two interchanges including an improved diamond, diverging diamond, or single point unified interchange including metering the on-ramps. These scenarios shall include cost estimates and a timeline of when improvements should occur, if any.

10.5 – Transit Opportunities

Consultant shall recommend transit improvements and identify opportunities with regional and local transit providers. Consultant shall provide a rendering of a transit center at the Gateway development and the preferred transit connections to the transit center.

10.6 – Multiuse Path & Wildlife Connections

Consultant shall provide recommendations for a multiuse trail and wildlife connections across I-25 and to/from surrounding development.

10.7 – Implementation Plan

Consultant shall provide an implementation plan outlining the improvements, when they should occur, and the fiscal impact. The implementation plan shall identify current funding opportunities, including anticipated funding contributions from all stakeholders. Cost estimates shall be at planning level order of magnitude (\$/sq. ft.).

Consultant's Deliverables

In performance of the duties described above, Consultant shall deliver the following items to the Town:

Task 1 – Project Management:

- Kickoff meeting agenda, materials, facilitation, and summary
- Project schedule and budget including key milestones and public engagement activities
- Roles and responsibilities
- Monthly progress reports
- Agendas for meeting with additional Consultant staff

Task 2 – Existing Conditions:

- Existing Conditions Report on task items listed
- Maps, data, GIS files, traffic volumes, transit ridership
- A mapped overview of development and roadway improvements

Task 3 – Public Outreach and Stakeholder Engagement:

- Stakeholder and Public Engagement Summary Report
- A total number of interactions with the public
- Materials used during all engagements
- Goals and outcomes of workshop and stakeholder meetings
- Survey and results

Task 4 – Modeling and Analysis:

- Modeling report on task items listed
- Maps, data, GIS files, traffic volumes, ridership projections
- Inputs used for model

Task 5 – Interchange Reconfiguration Scenario:

- Conceptual designs of interchanges
- Interchange/Bridge traffic volumes of each year milestone
- Report on ROW needed

Task 6 – Underpass/Overpass Analysis:

- Graphics/graphic designs for underpass/overpass
- Report on analysis of underpass/overpass

Task 7 – RTD ROW Improvement Needs & Transit Improvements:

- Transit report
- Projected transit ridership
- Inputs used for model
- Capital improvements and costs needed to connect RTD ROW
- Operation and maintenance costs for rail

Task 8 – Identifying Challenges, Obstacles, and Conflicts:

- Challenges, Obstacles, and Conflicts report
- Maps, GIS files

Task 9 – Economic and Fiscal Impacts:

- Economic and fiscal impact report
- Maps, GIS parcel data

Task 10 – Recommendations:

- Final Study/Report
- Recommendations for each task above
- Timeline of all recommendations
- Fiscal impact of recommendations including projected costs