



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, September 9, 2025

7:15 PM

Council Chambers

Or Immediately Following the Urban Renewal Authority Meeting

[Link to Watch or Comment Virtually: https://bit.ly/TC2025-2ndTuesday](https://bit.ly/TC2025-2ndTuesday)

I. Call Meeting to Order and Pledge of Allegiance

7:15 p.m.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

7:15 - 7:20 p.m.

[25-139](#)

Approval of the August 19, 2025 Town Council Meeting Minutes

Attachments:

[Meeting Minutes 08-19-2025](#)

[25-453](#)

Hispanic and Latinx Heritage Month Proclamation; Sponsored by Council Member Baer

Attachments:

[Proclamation](#)

[25-443](#)

An Ordinance of the Town Council of the Town of Erie Raising the Minimum Age for Sale, Purchase, and Possession of Cigarette and Tobacco Products

Attachments:

[Ordinance 025-2025](#)

[25-444](#)

An Ordinance of the Town Council of the Town of Erie Deleting a Redundant Section of the Erie Municipal Code

Attachments:

[Ordinance 026-2025](#)

[25-480](#)

A Resolution of the Town Council of the Town of Erie Approving the Assignment of the Town of Erie 2025 Private Activity Bond Allocation to Boulder County Housing Authority

Attachments:

[Resolution 25-131](#)

[Request from BCHA](#)

[Town of Erie Private Activity Bond Allocation Notice Letter](#)

[25-460](#) A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with Star Playgrounds for the Reliance Park Playground Replacement Project

Attachments: [Resolution 25-147](#)
[General Services Agreement](#)

[25-473](#) A Resolution of the Town Council of the Town of Erie Adopting the Town Council Comments on the Denver Regional Council of Governments Housing Needs Assessment

Attachments: [Resolution No 25-149](#)
[Memorandum on Town Council Comments on the Denver Regional Council of C](#)

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

7:20 - 7:30 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

[25-492](#) Presentation: Tree Advisory Board 2nd Biannual Report

Attachments: [TAB Semi-Annual Presentation - September 2025](#)

7:30 - 7:45 p.m.

Presenter(s) *Claudia Smelko, Vice Chair Tree Advisory Board*

[25-493](#) Presentation: Historic Preservation Advisory Board 2nd Biannual Report

Attachments: [HPAB Semi-Annual Presentation - September 2025](#)

7:45 - 8:00 p.m.

Presenter(s) *Mike Turner, Historic Preservation Advisory Board Chair*

[25-494](#) Presentation: Open Space & Trails Advisory Board 2nd Biannual Report

Attachments: [OSTAB Semi-Annual Presentation - September 2025](#)

8:00 - 8:15 p.m.

Presenter(s) *Ken Martin, Open Space & Trails Advisory Board Chair*

[25-495](#) Presentation: Sustainability Advisory Board 2nd Biannual Report

Attachments: [SAB Semi-Annual Presentation - September 2025](#)

8:15 - 8:30 p.m.

Presenter(s) *Karen Winkler, Sustainability Advisory Board Chair*
MacKenzie McClaskey, Sustainability Advisory Board Secretary..

[25-496](#) Presentation: Airport Economic Development Advisory Board 2nd Biannual Report

Attachments: [AEDAB Presentation - September 2025](#)

8:30 - 8:45 p.m.

Presenter(s) Emmett Dowling, Airport Economic Development Advisory Board Vice Chair[25-497](#)

Presentation: Planning Commission 2nd Biannual Report

Attachments: [Planning Commission Presentation - September 2025](#)

8:45 - 9:00 p.m.

*Presenter(s) Ben Hemphill, Planning Commission Chair**Tim Burns, Planning Commission Member..*[25-489](#)

A Resolution of the Town Council of the Town of Erie Retroactively Appointing Bob Braudes to a Four-Year Term on the Planning Commission and Ratifying His Actions to Date

Attachments: [Resolution 25-152](#)

9:00 - 9:15 p.m.

*Presenter(s) Meredyth Muth, Director of Administrative Services***VIII. Council Member Reports and Announcements**

9:15 - 9:35 p.m.

IX. Executive Session[25-499](#)**EXECUTIVE SESSION:**

To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and to hold a conference with the Town's special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), all concerning the Erie Municipal Airport; and

2) To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(c); to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); and to hold a conference with the Town's special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b); for which a topic cannot be disclosed without compromising the purpose of the executive session.

9:35 - 10:20 p.m.

X. Adjournment

10:20 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: 9/9/2025

File #: 25-139, **Version:** 1

SUBJECT:

Approval of the August 19, 2025, Town Council Meeting Minutes

DEPARTMENT: Administration

PRESENTER(S): Michele Crawford, Town Clerk

STAFF RECOMMENDATION:

Approve the minutes from the August 19, 2025, Town Council Meeting.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Effective Governance

ATTACHMENT(S):

1. 08-19-2025 Council Minutes



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, August 19, 2025

6:00 PM

Council Chambers

Special Meeting

Link to Watch or Comment Virtually: <https://bit.ly/TC-Special-3rdTuesday>

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore opened the meeting at 6:01 p.m.

II. Roll Call

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

III. Approval of the Agenda

Council Member Hoback made a motion to approve the agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 6:03 p.m.

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

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

Mayor Moore opened Public Comment at 6:03 p.m.

Sam Fogleman spoke in person about flock cameras. With no other speakers, in person or online virtually, Mayor Moore closed Public Comment at 6:06 p.m.

V. General Business

Grants to Communities - Updated Application and Review Criteria

Attachments: [Draft of 2026 Grant Application](#)
[2025 Grant Application Example](#)
[8-19 Council Presentation - Grants to Communities](#)

Meredyth Muth, Director of Administrative Services and Operations, presented the item at 6:06 p.m.

Mayor Moore opened the item for discussion. Council discussed the draft application and agreed applicants should report their grant expenditures within 60 days after their events are completed. Council Member Baer stated she was concerned that the funding limits Council agreed to at the last meeting would decrease what some applicants received.

Mayor Moore made a motion to accept the application changes as proposed, with one additional change, that reporting be due 60 days after the conclusion of the event(s) for which the money is being granted.

Council Member Baer asked if the event grant amount could also be changed back to \$7,500.00 or \$10,000.00 so that the Town can ensure cultural events are fully funded. Mayor Moore asked for a second on his motion before further discussing the amount change. Mayor Pro Tem Bell seconded the motion.

Mayor Moore opened the discussion regarding event grant amounts. The discussion continued among Council. Mayor Moore said he was open to reviewing the process again after the next cycle. Council can ask then determine if the limits were appropriate, whether the money went to the intended groups, and whether money was left on the table. Mayor Moore asked for a roll call vote.

Mayor Moore asked that Council Member O'Connor not be called on first, as Mayor Moore felt the last roll call votes began with Council Member O'Connor.

Mayor Moore made a motion to accept the changes made to the Grants to Communities application with a new reporting requirement by all applicants to be completed within 60 days of their events. Mayor Pro Tem Bell seconded the Motion. The motion passed by the following vote at 6:25 p.m.

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

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

Presentation of Results from Comprehensive Survey

Attachments: [Presentation](#)
[Topline Results](#)
[Verbatim Responses - T3 Issues](#)
[Verbatim Responses - T5 Right Direction](#)
[Verbatim Responses - T6 Wrong Track](#)
[Verbatim Responses - T12 Small Town Define](#)
[Verbatim Responses - T23 Traffic](#)
[Verbatim Responses - T25 Other Roads Comments](#)
[Weighted Crosstabs](#)
[Ballot Item Steps and Timeline](#)

Gabi Rae, Director of Communications & Community Engagement and Courtney Sievers, Director of Survey Research for Magellan Strategies, presented the findings of the Comprehensive Survey at 6:26 p.m.

Mayor Moore opened discussion of the results at 7:07 p.m.

Malcolm Fleming, Town Manager, Patrick Hammer, Deputy Town Manager, Luke Bolinger, Director of Parks and Recreation and Chief Lee Mathis answered questions from Town Council.

Council thanked staff and Magellan Strategies for all the work that went into preparing and processing the survey results. Mayor Moore recognized that Council is prioritizing items and issues for 2026, and will give staff direction when those decisions are made by a majority. The consensus from Council was to continue discussing the results of the survey and their priorities at the upcoming Council Retreat, scheduled for September 6, 2025.

VI. Adjournment

Mayor Moore adjourned the meeting at 9:48 p.m.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-453, **Version:** 1

SUBJECT:

Hispanic and Latinx Heritage Month Proclamation; Sponsored by Council Member 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:

Consider approving this Proclamation.

STAFF RECOMMENDATION:

Approve the Proclamation

SUMMARY/KEY POINTS

- This Proclamation is written in recognition and celebration of Hispanic and Latinx Heritage Month.
- Approving the Proclamation for the Town of Erie shows commitment and support for advocacy of Hispanic and Latinx Heritage Month.
- The Proclamation also includes encouragement and awareness for celebration of Hispanic Heritage Month.

BACKGROUND OF SUBJECT MATTER:

Hispanic and Latinx Heritage Month is celebrated in the United States from September 15 to October 15, recognizing the contributions and influence of Hispanic and Latino Americans on the country's culture, history, and society.

This year's theme, "Collective Heritage: Honoring the past, inspiring the future" embraces the rich traditions, stories, and contributions that bond our diverse communities.

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



Hispanic and Latinx Heritage Month Proclamation

Whereas, Hispanic and Latinx Heritage Month is celebrated from September 15 to October 15 to recognize the importance of celebrating the deep cultural traditions that shape Hispanic and Latinx identity while embracing the promise and creativity of future generations; and

Whereas, notable historical events such as independence days of several Latin American countries occur during this period. Emphasizing the importance and diversity of Hispanic heritage; and

Whereas, we recognize the significant impact of Hispanic and Latinx heritage in shaping a dynamic and inclusive future for all; and

Whereas, we acknowledge the resilience and strength of Hispanic and Latinx communities, who have overcome challenges and delivered profound impacts through their cultural practices, advocacy, and achievements; and

Whereas, this year's theme, "Collective Heritage: Honoring the past, inspiring the future" embraces the rich traditions, stories, and contributions that bond our diverse communities through music, art, literature, and shared histories; and

Whereas, as frontline workers, caregivers, entrepreneurs, and professionals, Hispanic and Latinx individuals play a vital role in our economy, workforce, and society, contributing to the growth and development of our nation; and

Whereas, in 1968, we began observing Hispanic Heritage Week under President Lyndon Johnson and on Aug. 17, 1988, we expanded that recognition to cover a 30-day period by President Ronald Reagan which we know today to be Hispanic and Latinx Heritage Month"; and

Now, therefore, I, Council Member Emily Baer on behalf of the Town Council, do hereby proclaim that Hispanic and Latinx Heritage Month be celebrated from September 15 to October 15, 2025, and I call upon all residents in the Town of Erie to observe this month with appropriate ceremonies, activities, and programs.

Dated this 9th day of September, 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: 9/9/2025

File #: 25-443, **Version:** 1

SUBJECT:

An Ordinance of the Town Council of the Town of Erie Raising the Minimum Age for Sale, Purchase, and Possession of Cigarette and Tobacco Products

DEPARTMENT: Police

PRESENTER(S): Lee Mathis, Chief

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

POLICY ISSUES:

Repeal of Municipal Code Section 6-10-8 raising the age of tobacco sale, purchase and possession from 18 years of age to 21 years of age in alignment with the Statewide statute.

STAFF RECOMMENDATION:

Approve the ordinance.

SUMMARY/KEY POINTS

- This item is in front of Council to approve the section revision.
- Legal considerations are the State's mandated age is now 21.

BACKGROUND OF SUBJECT MATTER:

Colorado has raised the State age for sale, purchase, and possession of cigarette and tobacco products to 21 years of age. Our Municipal Code needs to be updated to comply with this new limit.

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

File #: 25-443, **Version:** 1

ATTACHMENT(S):

1. Ordinance 025-2025

**Town of Erie
Ordinance No. 025-2025**

**An Ordinance of the Town Council of the Town of Erie Raising the
Minimum Age for Sale, Purchase, and Possession of Cigarette and
Tobacco Products**

Whereas, the Town Council wishes to update the Erie Municipal Code to be consistent with C.R.S. § 18-13-121.

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

Section 1. Section 6-10-8(A) of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

6-10-8 - Cigarettes and tobacco products.

A. *Prohibitions:*

1. *Furnishing to minors.* It is unlawful for any person to knowingly furnish to any person who is under twenty-one (21) years of age, by gift, sale, or any other means, any cigarettes or tobacco products. It shall be an affirmative defense to a prosecution under this subsection A.1. that the person furnishing the cigarettes or tobacco product was presented with an reasonably relied upon a document which identified the person receiving the cigarettes and/or tobacco product as being twenty-one (21) years of age or older.

2. *Purchase by minors.* It is unlawful for any person who is under twenty-one (21) years of age to purchase or attempt to purchase any cigarettes or tobacco products.

3. *Possession by minors:* It is unlawful for any person who is under twenty-one (21) years of age to possess any cigarettes or tobacco products.

* * *

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

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

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

Introduced, Read, Passed and Ordered Published this 9th day of September, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-444, **Version:** 1

SUBJECT:

An Ordinance of the Town Council of the Town of Erie Deleting a Redundant Section of the Erie Municipal Code

DEPARTMENT: Police

PRESENTER(S): Lee Mathis, Chief

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

POLICY ISSUES:

Section 6-12-4 of the Erie Municipal Code is nearly identical to Section 6-6-9 of the Erie Municipal Code and should be repealed.

STAFF RECOMMENDATION:

Approve the repeal.

SUMMARY/KEY POINTS

- Action: approve the deletion of the Municipal Code section.
- Legal considerations: the redundancy between the two sections.

BACKGROUND OF SUBJECT MATTER:

Sections are identical and the Municipal Code should be clarified.

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

File #: 25-444, **Version:** 1

ATTACHMENT(S):

1. Ordinance 026-2025

**Town of Erie
Ordinance No. 026-2025**

**An Ordinance of the Town Council of the Town of Erie Deleting a
Redundant Section of the Erie Municipal Code**

Whereas, Section 6-12-4 of the Erie Municipal Code is nearly identical to Section 6-6-9 of the Erie Municipal Code and should be repealed.

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

Section 1. Section 6-12-4 of the Erie Municipal Code is hereby deleted in its entirety.

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

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

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

**Introduced, Read, Passed and Ordered Published this 9th day of
September, 2025.**

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-480, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving the Assignment of the Town of Erie 2025 Private Activity Bond Allocation to Boulder County Housing Authority

DEPARTMENT: Planning & Development

PRESENTER(S): Eric Leveridge, Housing Management Analyst

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

The Town of Erie's adopted Affordable Housing Policies include a provision that the Town will actively collaborate with the Boulder County Regional Housing Partnership to advance efforts to achieve the region's goal of 12% affordable housing by 2035. This assignment of the Town's Private Activity Bond (PAB) allocation to Boulder County Housing Authority's Willoughby Corner development supports this policy.

STAFF RECOMMENDATION:

Staff recommends the Town assign its 2025 PAB allocation of \$2,316,811 to the Boulder County Housing Authority so the allocation is used towards Willoughby Corner Affordable Housing Development in Lafayette.

SUMMARY/KEY POINTS

- Council approval is required to assign the Town's Private Activity Bond (PAB) allocation.
- The Town has determined that it has no immediate need for this allocation.
- The Town has historically assigned the Town's PAB allocation to other affordable housing developments in the region. This includes Willoughby Corner in 2022.
- Willoughby Corner has again requested the assignment of Town of Erie's allocation.

BACKGROUND OF SUBJECT MATTER:

Private Activity Bonds (PAB)s are allocated annually by the State to the Town of Erie. The 2025 allocation for Erie is \$2,316,811. PABs are tax-exempt bonds issued by or on behalf of local or state government for the purpose of providing special financing benefits for qualified projects. The financing is most often for projects of a private user, and the government generally does not pledge its credit. These bonds are used to attract private investment for projects that have some public benefit. Strict rules apply as to which projects qualify (e.g., single-family mortgage revenue bonds sold by local or state agencies, affordable housing projects, hazardous waste facilities, or small issue manufacturing industrial development bonds for construction of manufacturing facilities, among others). This type of bond results in reduced financing costs because the bonds are exempt from federal tax.

Each year the IRS publishes the maximum amount of PABs each state may issue, referred to as its "cap". Pursuant to federal legislation, each state is authorized to allocate rights to issue PABs to various state agencies and county and local governments. In Colorado, just under half of the State cap is allocated to the Colorado Housing and Finance Authority (CHFA). The remaining cap is allocated to the State's counties and municipalities that exceed a minimum population size. Erie received an allocation of \$2,316,811 in 2025.

Allocations of PABs expire each September 15 unless one of two actions is taken. If a specific project is planned that will utilize PABs, the local government can roll over its allocation for up to three years. Alternatively, the local government can designate its allocation to a project or to go back to the State allotment. Since the Town of Erie does not have immediate need of its PAB allocation, staff recommend assigning its 2025 allocation to the Boulder County Housing Authority project Willoughby Corner.

At the August 12 Town Council meeting, Resolution number 25-131 was passed, designating the Town's allocation to the Colorado Housing Finance Authority (CHFA) for use by the Willoughby Corner project. However, the allocation should have been designated to the Boulder County Housing Authority for Willoughby Corner. The attached resolution assigns the PABs to the correct entity - Boulder County Housing Authority.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☐ Attractive Community Amenities
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ATTACHMENT(S):

1. Resolution 25-XXXX
2. Request from BCHA
3. Town of Erie Private Activity Bond Allocation Notice Letter

**Town of Erie
Resolution No. 25-131**

**A Resolution of the Town Council of the Town of Erie Approving
the Assignment of the Town of Erie 2025 Private Activity Bond
Allocation to the Colorado Housing and Finance Authority**

Whereas, the Town wishes to assign its 2025 Private Activity Bond allocation in the amount of \$2,316,811 to the Colorado Housing and Finance Authority ("CHFA") to be used toward the Willoughby Corner project; and

Whereas, the Town Council determines that it is in the best interest of the public health, safety and welfare to approve the Assigned Allocation to CHFA.

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

Section 1. The Assignment of the Town's 2025 Private Activity Bond allocation in the amount of \$2,316,811 to CHFA 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 Assignment on behalf of the Town.

Adopted this 9th day of September, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk



Department of Housing

Mailing Address: P.O. Box 471 • Boulder, Colorado 80306

www.BoulderCountyHousing.org

To: MJ Adams, Town of Erie Affordable Housing Manager
From: Boulder County Housing Authority
Re: PAB Request for Willoughby Phases 2 & 3

28 March, 2025

Dear MJ,

Boulder County Housing Authority (BCHA) is formally requesting the Town of Erie allocate its 2025 PAB cap to be used on the next phases of Willoughby Corner. We appreciate your support in the past and appreciate your consideration this year!

In late 2024, BCHA completed Phase 1 and opened the first doors at Willoughby Corner, providing much-needed affordable housing in Boulder County. BCHA is now developing the remainder of the neighborhood. Phase 2 includes 128 rental apartments for residents making 30-60% AMI. Several permanently supportive units will be set-aside and designed specifically for people with intellectual and developmental disabilities. Phase 3 will be comprised of up to 80 deed-restricted for-sale homes available to those making less than 120% AMI. BCHA is excited to partner with the City of Lafayette to provide their first ever for-sale affordable homes.

BCHA is a leader in the affordable housing market when it comes to sustainability. The first phase of Willoughby Corner is all-electric, Net-Zero Ready Homes certified, compliant with Enterprise Green Communities and utilizes geothermal and on-site solar PV systems. BCHA will continue the commitment to sustainability in the next phases.

Phases 2 and 3 include the construction of apartment, townhome and duplex buildings; robust landscaping, gardens and recreation facilities; water rights; and a community space with resident amenities, staff offices and a maintenance workshop. The project also delivers over \$15M in new public infrastructure to benefit the entire community.

Although early in the development process, Phase 2 total development cost is estimated at \$75M and Phase 3 is projected to be \$65M. Funding will include 4% and 9% Low-Income Housing Tax Credits, Worthy Cause funds, Colorado Department of Housing funds, conventional construction and permanent debt, sales proceeds, and other soft sources.

Please let me know if you have any further questions about the project.

Thank you!

Molly Chiang

BCHA Director of Development

January 15, 2025

Malcolm Fleming
Town Administrator
Erie

Re: Private Activity Bond Allocation of \$2,316,811

Dear Malcolm Fleming :

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2025 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Lisa Blakeney (720) 557-2112 or dola_pab@state.co.us.

Sincerely,



Maria De Cambra
Executive Director





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-460, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with Star Playgrounds for the Reliance Park Playground Replacement Project

DEPARTMENT: Parks & Recreation

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

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

Cost as Recommended: \$335,218.00
Balance Available: \$350,000.00
Fund General Fund
Line Item Number: 110-50-810-605000-100367
New Appropriation Required: No

POLICY ISSUES:

This project involves removing and replacing the Reliance Park playground equipment. This is a budgeted expenditure and thus has minimal policy impact.

STAFF RECOMMENDATION:

Approve the Resolution.

SUMMARY/KEY POINTS

- Approval authority for expenditures of \$100,000 or greater requires Town Council approval.
- The replacement of playground equipment at Reliance Park project was appropriated for in the 2025 Budget.

BACKGROUND OF SUBJECT MATTER:

The Town budgets annually to replace outdated playground equipment within the neighborhood park system, which includes 13 parks maintained by the Parks and Open Space Division. This proactive approach ensures residents can access safe, modern play equipment within walking distance of their homes. The 2025 Budget allocates funding to replace the 25-year-old playground at Reliance Park,

which meets the replacement criteria established by the Town's Certified Playground Safety Inspector.

Staff recommend approving an agreement with Star Playgrounds to remove the existing equipment and install new playground equipment. Star Playgrounds will begin work in October and finish by December 2025.

Community input, the Parks, Recreation, Open Space & Trails (PROST) Strategic Plan, and staff and contractor expertise will influence the final design. The new playground will feature equipment for multiple age groups, comply with ADA requirements, and emphasize inclusivity through accessible routes, sensory features, and opportunities for social interaction. The design allows children of all abilities to play, learn, and connect.

The Town approved this project as a capital improvement during the 2025 Budget cycle and allocated \$350,000 for completion. Staff identified Star Playgrounds as the most qualified vendor and will officially award the contract upon approval of the resolution.

TOWN COUNCIL PRIORITY(S) ADDRESSED:

- ☒ Attractive Community Amenities
- ☒ Engaged and Diverse Community
- ☒ Small Town Feel
- ☒ Safe and Healthy Community
- ☒ Effective Governance
- ☒ Fiscally Responsible

ATTACHMENT(S):

1. Resolution 25-147
2. General Services Agreement

**Town of Erie
Resolution No. 25-147**

**A Resolution of the Town Council of the Town of Erie Approving an
Agreement for Services with Star Playgrounds for the Reliance
Park Playground Replacement Project**

Whereas, the Town requires the services of Star Playgrounds for the Reliance Park Playground Replacement project.

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

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

Adopted this 9th day of September, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Services

This Agreement for 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 Star Playgrounds, an independent contractor with a principal place of business at 9892 Titan Park Circle, Unit 1, Littleton, CO 80125 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required 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. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. 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 Contractor 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 Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor 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 Contractor, the Town shall pay Contractor \$335,218.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors 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. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

D. 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.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor 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," Contractor 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 Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

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

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

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and

extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. Indemnification

Contractor 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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

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. *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.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

By:

Signed by:
Erin Starr
F9A09ACB092F488

State of Colorado)
County of _____) ss.

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

My commission expires:

(Seal) _____
Notary Public

Exhibit A Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following services:

- Contractor shall ensure all equipment meets or exceeds the Town of Erie's Standards and Specifications – Section 1273.00: Playground Equipment and comply with ISO 9001/14001, ASTM (F1487-07a), ASTM (F-1292-18e1), ASTM (F-1951-14), CPSC Handbook for Public Playground Safety, and be IPEMA certified
- Contractor shall possess current Certified Playground Safety Inspector (CPSI) certification from the National Playground Safety Institute (NPSI)
- Contractor shall possess certification in playground construction from NPCAI Playground Construction School, and/or the selected equipment manufacturer
- Contractor shall keep existing concrete sidewalk and edging
- Contractor shall protect the underground drain system, which is to remain
- Contractor shall remove, dispose, and install the following elements:
 - Approximately 1,454 SF of EWF
 - Approximately 878 SF of PIP surfacing
 - All play equipment
 - One embedded boulder in the concrete band (pour new concrete to restore band)
- Contractor shall prepare and compact sub-base for new equipment installation, maintaining existing drainage
- Contractor shall evenly distribute excavated dirt to ensure site drains properly post-installation
- Contractor shall provide new Poured-in-Place and/or Engineered Wood Fiber at proper depth
- Contractor shall coordinate with a third-party CPSI audit of the play area

- Contractor shall provide temporary fencing for safety and security during removal and installation
- Contractor shall be responsible for site safety and securing all materials

Contractor's Deliverables

In performance of the services described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Contractor shall provide manufacturer letter confirming equipment CPSC and ASTM (F-1487-17) standards (must include model or drawing numbers) and warranty documents must include: 10 years on post and decks, 5 years on plastic components, 10 years on clamps , and 1 year on all other parts
- Contractor shall participate in one (1) public engagement meeting set by Town Staff
- Contractor shall provide a CAD and PDF File showing the layout and configuration of playground

Park Location Maps

Site Vicinity Map



Overhead of Existing Footprint of Reliance Park Playground



Existing Concrete Perimeter Picture



Existing Play Equipment







TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-473, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Adopting the Town Council Comments on the Denver Regional Council of Governments Housing Needs Assessment

DEPARTMENT: Planning & Development

PRESENTER(S): Eric Leveridge, Housing Management Analyst

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY: NA

POLICY ISSUES:

Per Council's instructions, staff captured comments made in reference to the Denver Regional Council of Governments' Regional Housing Needs Assessment.

STAFF RECOMMENDATION:

Staff recommend adoption of Resolution No. 25-149 so that comments can be submitted to DRCOG by Sept 12.

BACKGROUND OF SUBJECT MATTER:

The Sustainable Affordable Housing Act, also known as SB24-174, was passed by the Colorado State legislature in 2024. While the law includes several provisions related to housing, one component is a requirement for local jurisdictions to conduct a housing needs assessment (HNA) that conforms to methodologies developed by the Colorado Department of Local Affairs (DOLA) by December 31, 2026. However, local governments are exempt from the requirement to conduct a local housing needs assessment if they participate in a regional housing needs assessment that complies with DOLA's methodology.

The Denver Regional Council of Governments (DRCOG) conducted a regional housing needs assessment that DOLA approved as compliant with the requirements of SB24-174. To participate in this regional housing needs assessment, the Town Council is required to consider the assessment at a public meeting and provide comment to DRCOG by September 12, 2025. Town staff presented the findings of the regional housing needs assessment at the August 12 Town Council meeting. The

attached memorandum captures the comments made by Council members at that meeting.

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 No. 25-149
2. Memorandum on Town Council Comments on the Denver Regional Council of Governments' Regional Housing Needs Assessment

**Town of Erie
Resolution No. 25-149**

**A Resolution of the Town Council of the Town of Erie Adopting the
Town Council Comments on the Denver Regional Council of
Governments Housing Needs Assessment**

Whereas, the Sustainable Affordable Housing Act passed by Colorado State legislature in 2024 requires local jurisdictions to conduct a housing needs assessment that conforms to methodologies developed by the Colorado Department of Local Affairs (DOLA) by December 31, 2026;

Whereas, local jurisdictions are exempt from the requirement to conduct a local housing needs assessment if they participate in a regional housing needs assessment that complies with DOLA's methodology;

Whereas, the Denver Regional Council of Governments ("DRCOG") conducted a regional housing needs assessment that DOLA approved as compliant with the requirements of SB24-174;

Whereas, to participate in this regional housing needs assessment, the Town Council must consider the assessment at a public meeting and provide comment to DRCOG by September 12, 2025; and

Whereas, Town staff presented the findings of the regional housing needs assessment at the August 12, 2025, Town Council meeting.

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

Section 1. The Town Council comments on the Denver Regional Council of Governments Housing Needs Assessment are hereby adopted in the form attached hereto. Town staff is hereby directed to provide the Town Council comments to DRCOG on or before September 12, 2025.

Adopted this 9th day of September 2025

Andrew Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Memorandum

To: Erie Town Council

From: Eric Leveridge, Housing Management Analyst

Date: August 29, 2025

Re: Comments on the DRCOG Regional Housing Needs Assessment



On August 12, 2025, the Erie Town Council reviewed the Denver Regional Council of Governments (DRCOG) Regional Housing Needs Assessment (RHNA) at a Town Council meeting. Pursuant to the requirements of C.R.S. 24-32-3704, the Erie Town Council submits the following comments:

- DRCOG's RHNA should account for the impact of transit-oriented development requirements under HB24-1313 on different communities in the region.
- DRCOG should clarify the area median income used for communities that are in more than one county.
- DRCOG's RHNA differs significantly from the Town of Erie's most recent housing needs assessment in two areas: cost burden for renters (41.3% vs. 54.7%) and total housing units (8,912 vs. 10,300), though this disparity is attributable to the years of the datasets utilized (2020 vs. 2022).
- DRCOG's assessment should explore growth rates of communities in the region and which communities are already producing their share of new housing.
- Producing housing units affordable at 50% of the AMI and below is particularly challenging and DRCOG should examine it in more detail.
- DRCOG should analyze the balance between building subsidized housing and not burdening current residents, particularly older adults, as the region's demographics shift.
- Local jurisdictions will need time to develop comprehensive housing action plans and produce the necessary housing units by 2032.
- Economic factors like interest rates and the cost of construction materials could impact both demand and jurisdictions' ability to produce the housing units required by 2032.
- DRCOG should clarify how high-density development in one community impacts the region and the number of housing units required for each community.
- DRCOG should explain how countywide data impacts their analysis in places like Weld County, where the socioeconomic conditions of the entire county differ significantly from the area covered by the assessment.

These comments will be submitted to DRCOG by September 12, 2025.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-492, **Version:** 1

SUBJECT:

Presentation: Tree Advisory Board 2nd Biannual Report

DEPARTMENT: Administrative Operations

PRESENTER(S): Claudia Smelko, Vice Chair Tree Advisory Board

TIME ESTIMATE: 15 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

All Town of Erie Boards & Commissions are required per the municipal code to present two (2) reports to Town Council each year. This is the second report for 2025.

STAFF RECOMMENDATION:

Presentation Only.

SUMMARY/KEY POINTS

NA

BACKGROUND OF SUBJECT MATTER:

Claudia Smelko, Vice Chair Tree Advisory Board, will provide an update on activities completed or in progress during the second half of 2025 as well as what the Board is planning for 2026.

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

File #: 25-492, **Version:** 1

- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

ATTACHMENT(S):

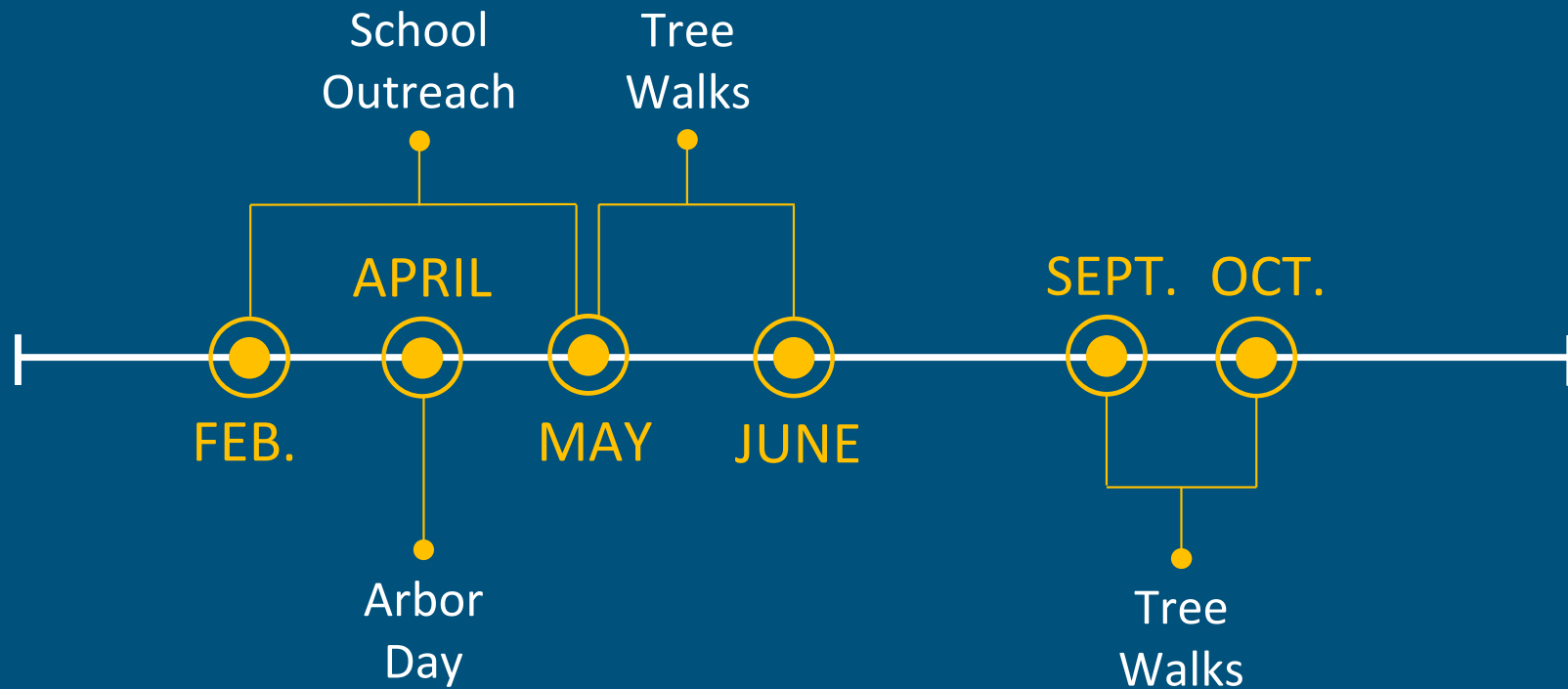
1. TAB Semi-Annual Presentation - September 2025



Tree Advisory Board

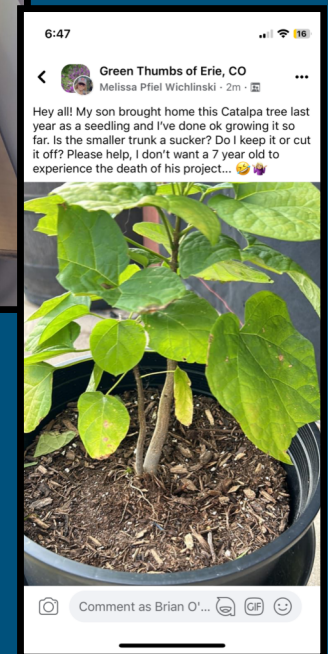
Biannual Report :: September 9, 2025

2025 Calendar of Events



School Outreach – Planting the Future

- 1st, 2nd and 3rd Grade
- Teacher kits and in-person lessons



Arbor Day/Earth Day

Saturday, April 26, 2025

Erie Community Park – Post Pavilion

10-1pm



5th Grade Poster Contest

Saturday, April 26, 2025

Erie Community Park – Post Pavilion

10-1pm

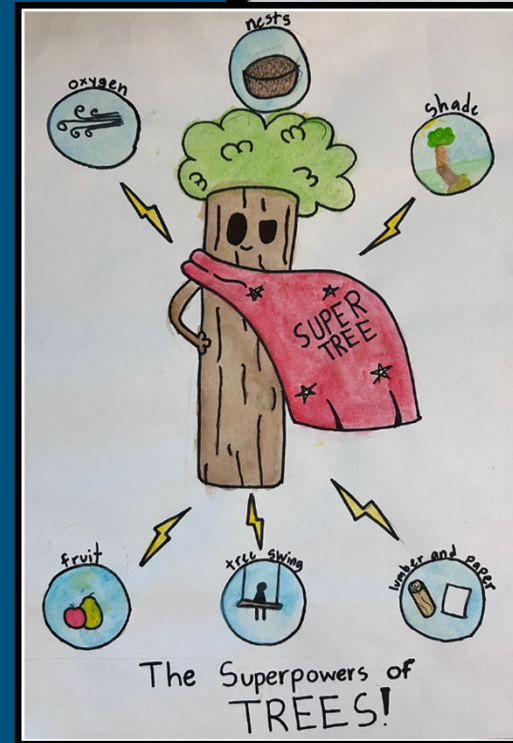
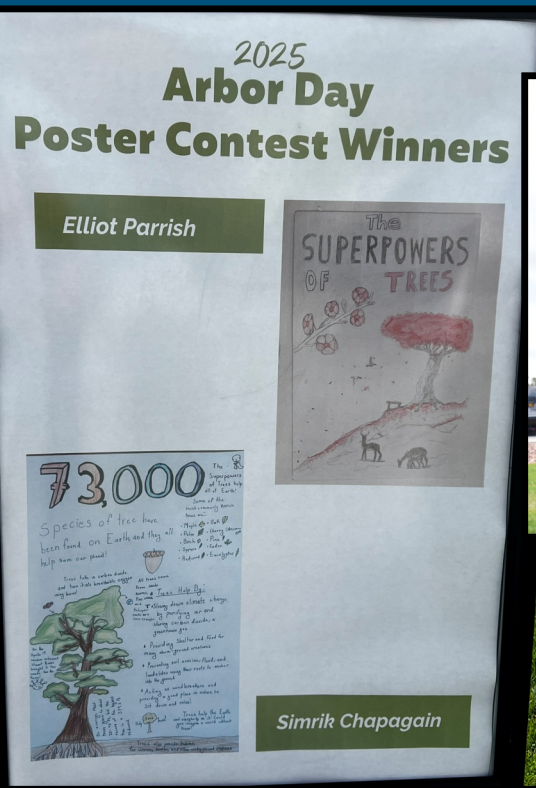
Colorado State Forest Service News

Erie 5th grader wins 2025 Colorado Arbor Day poster contest

24 Apr, 2025

2025 Arbor Day Poster Contest Winners

Claire Oliveri



Trees Walks

- Educational opportunity with the Town Forester
- Next walk:
Oct. 3rd at noon – Mount Pleasant Cemetery



Tree Talk Newsletter



EMERALD ASH BORER:

Identification and Management

First detected in Erie in 2021, The Emerald Ash Borer (EAB) (*Agrilus planipennis*) is a nonnative beetle that poses a severe threat to ash (*Fraxinus* spp.) tree populations across Colorado. Native to Asia, it has spread extensively throughout the Front Range since its arrival in Colorado in 2013. Without mitigation, EAB infestations typically result in crown dieback and tree mortality within 2-4 years. Infested ash trees become structurally weak, increasing the risk of branch or whole-tree failure, posing hazards to property and public safety. Proactive management, including pesticide treatment or removal and replacement, is essential to mitigating EAB's impact on the Town's urban forest.

Symptoms and Identification

- Progressive crown thinning (less leaves) and branch dieback
- Distinctive D-shaped exit holes on bark
- S-shaped larval galleries beneath the bark
- Increased woodpecker foraging activity (a response to larval presence)

Management Strategies

- When deciding whether to treat (pesticide) or remove and replace an ash tree, consider the following:
- **Tree Health:** If more than 50% of the canopy is already dead, pesticide treatments may not be effective.
 - **Location & Benefits:** Trees providing shade and ecological value may be worth preserving.
 - **Treatment Costs:** Ongoing insecticide treatments can be expensive but may extend a tree's life.
 - **Replacement Considerations:** Removing an infested tree and planting a resilient species is more sustainable in the long run.
 - **EAB Proximity:** Preventative treatment is most effective before infestation occurs.
 - **Professional Guidance:** Consulting a certified arborist can help determine the best approach.

For more EAB information, contact Colorado State University (CSU), Master gardeners, or the Town of Erie's Forestry office.

- CSU Master Gardeners: extension.colostate.edu/topic-areas/insects/emerald-ash-borer-resource/
- Town of Erie Forestry: erieco.gov/trees



ARBOR DAY/EARTH DAY CELEBRATION

Join us for Erie's Arbor Day and Earth Day festival — a free event dedicated to promoting sustainability and fostering community connections! Hosted by the Tree Advisory Board, Sustainability Advisory Board, along with Town of Erie Parks & Open Space Division and Sustainability Division, this festival offers a day filled with engaging activities and opportunities to learn about sustainable practices.

Event Details:

Date: Saturday, April 26

Time: 10 a.m. – 1 p.m.

Location: Erie Community Park - Post Shelter | 450 Powers Street

In case of poor weather: Erie Community Library | 400 Powers Street

FREE TREE GIVEAWAY

In honor of Arbor Day we're gifting approximately 100 1" diameter trees to our residents, along with our traditional seedling giveaway at the event.

The size of the trees being offered are ¾-1" caliper, 4-8' tall and include the following species:

- Maple, State Street Miyabei | Mature Height: 40-45'
- Oak, Swamp White | Mature Height: 50-60'
- Bald Cypress | Mature Height: 50-70'
- Elm, Choice City David | Mature Height: 40-50'

DEADLINE TO ENTER: Saturday, April 26 at the conclusion of the Arbor/Earth Day event. We will randomly select and notify 100 winning households in the days following.

SPECIES SPOTLIGHT!

The grow-your-own-food movement is thriving - even in small spaces - thanks to the compact **Fruit Snacks Series Columnar Apple Trees**. Growing just 8-10' tall and 2-3' wide, they fit easily in tight yards or large containers.

With varieties like Tangy Green, Tasty Red, and Blushing Delight, these trees produce full-sized apples perfect for fresh eating, baking, or canning. They thrive in Colorado with minimal pruning and just need regular watering and a nearby apple or crabapple tree for pollination.

Now available at many local nurseries - call ahead to check stock!

Homeowner Rebate Program

Town of Erie residents can receive up to \$200 off their utility bill with a qualifying tree purchase.

- Choose an approved tree species
- Plant during the optimal planting period:
Spring: March 15–June 15 or
Fall: Sept. 1–Oct. 15
- Follow simple guidelines to qualify.

erieco.gov/treerebate

Mark Your Calendars: May 2 at noon Tree Walk at Arapahoe Ridge Park!

Thinking about adding a new tree to your yard? Want to connect with fellow tree lovers and learn more about Erie's unique urban forest? Tree Walks, led by Town Forester Tom Read and the Tree Advisory Board, are a great way to explore the tree species that thrive in our community while enjoying a guided tour. Come explore, ask questions, and enjoy a walk with us. We'll see you there!

[Home](#) > [Services](#) > [Parks & Recreation](#) > [Parks & Open Space](#) > Forestry & Horticulture

Forestry & Horticulture

Tree Collections

The Town is in the process of updating our Parks Tree Inventory and hopes to make it available to the public summer 2024.

Tree City USA

The Town of Erie is a proud member of [Tree City USA](#). This designation illustrates the town's dedication to continuing to maintain and grow our urban tree canopy. The Town has been a member of Tree City USA since 1999.

Did you know...

The Town of Erie recently updated its [Municipal Code, Chapter 3: Trees and Shrubs](#). This chapter addresses the maintenance of trees and shrubs to improve safety, visibility, and access throughout the Town.

Key Updates:

- It shall be the duty of the owner of any private property within the Town to maintain all trees and other woody plants as necessary located upon the property of such owner in order to provide for the safe and convenient use of streets, alleys, sidewalks, walkways, trails or other town-owned property

Contact Us

Forestry

[Email Forestry Staff](#)

Address

150 Lambert Avenue
Erie, CO 80516

Ph: 303-926-2887

Hours

Monday-Friday 7 a.m.-3 p.m.

Subscribe to our eNewsletter

email address

[View archive issues](#)

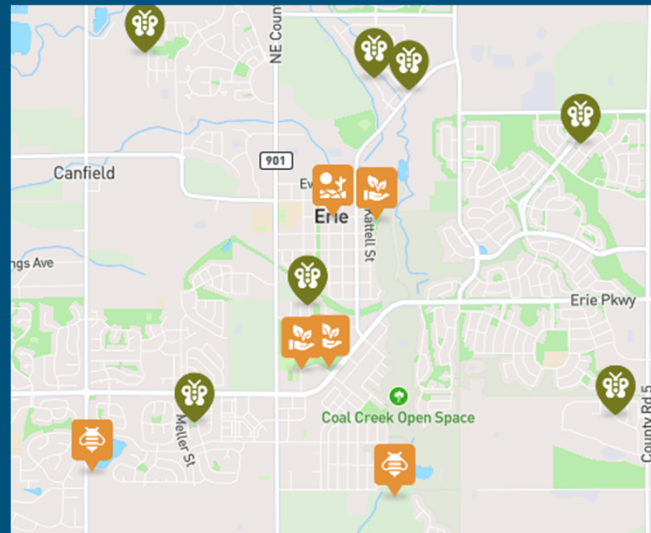
Other Ways

Other ways we are getting involved:

- Supporting Erie's Fruit Tree Rescue program
- Supporting Friends of Coal Creek and the Pollinator Districts
- Linear Park



<https://www.fruitrescue.org>



<https://www.erieco.us/eries-buzzing-gardens>



<https://erieco.gov/2370/Linear-Open-Space>

Existing Tree Programs

Residential Tree Rebate Program

Available to Property Owners

HOA Cost Share

Available to HOAs

School and Non-Profit Cost Share Program

Available to schools and non-profit organizations

For more information: Google “Town of Erie Tree Programs”
or visit: <https://www.erieco.gov/185/Tree-Incentive-Programs>



Tree Board Members:

Amy Demeyer

Patty O'Donnell

Nathan Ruane

Claudia Smelko, Vice Chair

Jason Shimmel, Chair

Taylor Thomson

Leanne Vielehr, Secretary





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-493, **Version:** 1

SUBJECT:

Presentation: Historic Preservation Advisory Board 2nd Biannual Report

DEPARTMENT: Administrative Operations

PRESENTER(S): Mike Turner, Historic Preservation Advisory Board Chair

TIME ESTIMATE: 15 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

All Town of Erie Boards & Commissions are required per the municipal code to present two (2) reports to Town Council each year. This is the second report for 2025.

STAFF RECOMMENDATION:

Presentation Only.

SUMMARY/KEY POINTS

NA

BACKGROUND OF SUBJECT MATTER:

Mike Turner, Historic Preservation Advisory Board Chair, will provide an update on activities completed or in progress during the second half of 2025 as well as what the Board is planning for 2026.

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

File #: 25-493, **Version:** 1

- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

ATTACHMENT(S):

1. HPAB Semi-Annual Presentation - September 2025

Erie Historic Preservation Advisory Board

March 2025 Update



Erie Historic Preservation Advisory Board

HP Board Members / Town Liaisons:

- Mike Turner, Chair
- DeAndrea Arndt, Vice-Chair
- Melanie Fuller, Secretary
- Rachel Folger, Member
- Lara Thomas, Member
- Cesar Jimenez, Member
- Alex Wicks, Member
- Councilor Brian O'Connor, Council Liaison
- Councilor Anil Persaramelli, Council Liaison (Alternate)
- Harry Brennan, Town Staff



Erie Historic Preservation Advisory Board

2025 Work Plan Goals Status

Goals in Progress

- Phase III Architectural Survey
 - Grant Submission due October 1, 2025
 - 8 Bids submitted
 - Selected consultants are

- Historic District
 - Old Town Erie
 - Information boards to help explain a historic district will be displayed on Biscuit Day

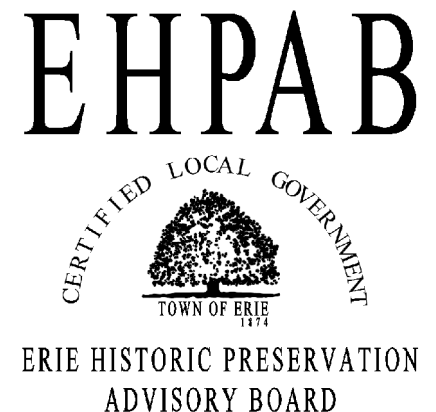
- Railroad History Context
 - Second grant submission targeted for May 2026



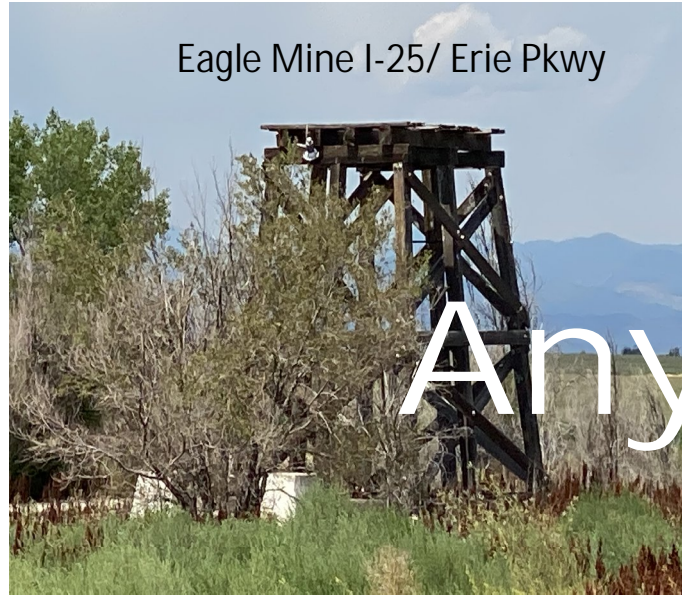
Erie Historic Preservation Advisory Board

2025 Work Plan Goals (Cont)

- Researching Historic Tax Incentives
 - State
 - Local
- Participate in Local Community Activities
 - Town Fair
 - Biscuit Day
- Engage with Other Boards and Commissions
 - Arbor Day
 - Tree Board
 - Linear Park
 - Moving Erie train depot from Hobbs property
- Update HPAB Ordinance and By-Laws
 - Waiting for town attorney review



Eagle Mine I-25/ Erie Pkwy



Jerosa Farm Barn (Kenosha Rd)



The Pillars at Nine Mile Corner



1929



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-494, **Version:** 1

SUBJECT:

Presentation: Open Space & Trails Advisory Board 2nd Biannual Report

DEPARTMENT: Administrative Operations

PRESENTER(S): Ken Martin, Open Space & Trails Advisory Board Chair

TIME ESTIMATE: 15 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

All Town of Erie Boards & Commissions are required per the municipal code to present two (2) reports to Town Council each year. This is the second report for 2025.

STAFF RECOMMENDATION:

Presentation Only.

SUMMARY/KEY POINTS

NA

BACKGROUND OF SUBJECT MATTER:

Ken Martin, Open Space & Trails Advisory Board Chair, will provide an update on activities completed or in progress during the second half of 2025 as well as what the Board is planning for 2026.

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

File #: 25-494, **Version:** 1

☐ Fiscally Responsible

ATTACHMENT(S):

1. OSTAB Presentation



OSTAB Status Report

Open Space and Trails Advisory Board

Presented by: Ken Martin

September 9, 2025



- Acknowledgements
- What does OSTAB do?
- Board Members
- Highlights
- Going Forward



Acknowledgements

- Town Council Liaisons
 - John Mortellaro (2025)
 - Dan Hoback (2024)
- Parks & Recreation
 - Luke Bolinger (Director)
 - Mike McGill
 - Matt Spinner
- Town Clerk's Office



What does OSTAB do?

- Evaluate OS&T during the development approval process and submit formal responses.
- Advise Town Council on planning, acquisition, development, and management of OS&T.
- Coordinate with BOCO and WECO, and nearby jurisdictions on identifying and acquiring open space and trails.
- Assess and recommend amendments to OS&T provisions in town plans and ordinances.



As a Community Liaison

- Ongoing involvement with Boulder County on the Boulder to Erie Regional Trail (BERT) and Prairie Run Management Plan.
- Serve as a liaison between the community and the town on questions and issues related to open space and trails.
- Participate in annual Town Fair in May and Earth/Arbor Day in April. Typically distribute about 300 paper trail maps to attendees, and answer questions.



Board Members

- **Ken Martin -- Chair:** Information Technology
 - Has worked on many town advisory boards -- conservation and outdoor recreation advocate (>25 years)
- **Christine Felz – Vice Chair:** Environmental Studies and Geography
 - Land and environmental project management (>10 yrs)
- **Phil Brink:** Animal and Environmental Sciences
 - Consults on compliance and water resource challenges (>20 yrs)
- **Tim Payne:** Engineering Manager -- Aerospace/Defense Industry (>20 years)
 - Passionate outdoorsman and cyclist and community volunteer
- **Bill Rigler:** Public relations and strategic communications
 - Active on multiple boards, Chambers, and EDCs throughout Boulder County
- **Joe Swanson:** Natural/Park Resource Management
 - BOCO Parks and Open Space Noxious Weed Dept (>10 yrs)
- **Dave Tazik:** Ecology, Regional/Environmental Planning
 - Research Ecologist/Project Scientist (>30 yrs)



Highlights

- Village at Coal Creek:
 - Lead/participated in 2 property walks;
 - Reviewed and submitted a written evaluation of the consultant's Background Information report;
 - Reviewed (yesterday) and will submit a written evaluation (tomorrow) of the consultant's 3 Concept Options.
- Reviewed a possible open space acquisition and recommended the price range
- Participated in a site walk of a section of the proposed Boulder to Erie Regional Trail (BERT) organized by Boulder County
- Discussed a likely new trail connecting the Compass subdivision with the Coal Creek Spine Trail. Approved negotiating to purchase an easement with funding from TNACC
- Approved proposed new cell towers in Highlands and Arapahoe Ridge on Town dedicated open space parcels
- Will be meeting with the Lafayette Open Space Advisory Board in late October to discuss coordination.



Going Forward

- Wise Homestead Open Space and BERT
 - Develop trails to connect the BERT trail and the 2 sections of Prairie Run Open Space
 - Possibly create a trailhead jointly with Boulder County to serve the above 3 trails
 - Develop town trails on the Wise Homestead Open Space
- Village at Coal Creek (VCC): continue to participate in the planning process for affordable housing, open space, and trails.
- Long range planning
 - Open space acquisition priorities
 - Trail connectivity
 - Habitat quality and connectivity
 - Opportunity for public engagement
- Outreach to property owners
- Town Fair & Arbor Day
- Support to Parks & Recreation and Planning Departments as needed



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-495, **Version:** 1

SUBJECT:

Presentation: Sustainability Advisory Board 2nd Biannual Report

DEPARTMENT: Administrative Operations

PRESENTER(S): Karen Winkler, Sustainability Advisory Board Chair
MacKenzie McClaskey, Sustainability Advisory Board Secretary

TIME ESTIMATE: 15 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

All Town of Erie Boards & Commissions are required per the municipal code to present two (2) reports to Town Council each year. This is the second report for 2025.

STAFF RECOMMENDATION:

Presentation Only.

SUMMARY/KEY POINTS

NA

BACKGROUND OF SUBJECT MATTER:

Karen Winkler, Sustainability Advisory Board Chair, and MacKenzie McClaskey, Sustainability Advisory Board Secretary, will provide an update on activities completed or in progress during the second half of 2025 as well as what the Board is planning for 2026.

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

File #: 25-495, **Version:** 1

- ☐ Effective Governance
- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

ATTACHMENT(S):

1. SAB Semi-Annual Presentation - September 2025

Bi-Annual Presentation

Sustainability Advisory Board

September 9, 2025

Town Council Presentation



Agenda

01 Introduction

02 Members

03 Bi-Annual Recap

04 Current Initiatives

05 Closing

01 Introduction

The Sustainability Advisory Board is an advisory committee of the Town whose purpose is to promote and encourage the development, public awareness, and proper use of sustainability practices throughout the Town of Erie's planning area.

Advise - Educate - Support



02 Members

Karen Winkler
Chair

Anne Walsh
Vice Chair

Mackenzie McClaskey
Secretary

Renaldo Grami
Youth Member

Arthur Henderlong
Member

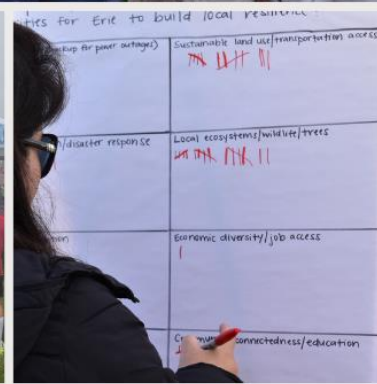
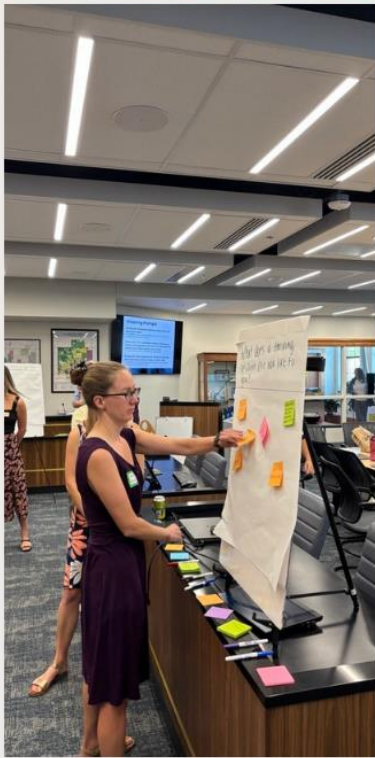
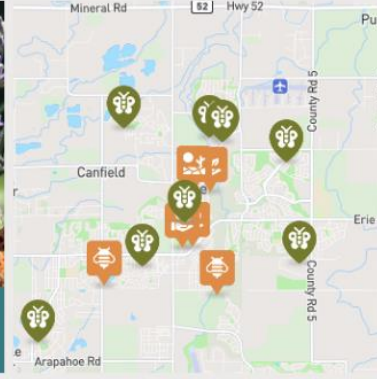
Richard Kattar
Member

Kathleen Teal
Member



Erie's Buzzing Gardens

A map showcasing public pollinator habitats and pollinator friendly gardens planted by Erie



03 Bi-Annual Recap

Since our presentation to Town Council on March 25, 2025, the Sustainability Advisory Board has conducted public engagement at the following events:

- ✓ Arbor & Earth Day
- ✓ Spring Clean-Up Day
- ✓ Erie Town Fair
- ✓ Co-Create Erie Garden Tour
- ✓ Erie Farmer's Markets
- ✓ Erie Fest
- ✓ Erie Air Fair



Our public engagement opportunities for 2025 will conclude with the Fall Clean-Up Day and Fire-Wise Landscaping events in September.



Arbor & Earth Day

April 26, 2025

Forestry Division
Tree Advisory Board
Sustainability Division
Sustainability Advisory Board
Collaboration

Participating Vendors: 50+ Exhibitors/Vendors from Sectors Including Ecology, Forestry, Solar, Transportation, Waste Diversion, Energy, Landscaping, and County/State Resources

Attendance: Estimated at 1,000

Resources Provided: Town of Erie Rebates Info, Xcel Energy Beneficial Electrification Info including LED kits, Eco-Friendly Product Giveaways, Newsletter Signups, Sustainability Action Plan Public Engagement



ERIE
COLORADO

Spring Clean-Up Day

May 3, 2025

Public Works Department
Sustainability Division
Sustainability Advisory Board
Collaboration



Waste Diversion Stats:

Building Materials (Resource Central) – 43

Medical Bags – 17

Tires (Re-Tyres) – 58

Mattresses (Mattress Collection) – 31

Metal Recycling (Eco-Cycle) – 202

Electronics (3R Technology) – 280

Resources Provided: Beneficial Electrification Info, Town of Erie Rebate Programs Info, Recycling Center Info, LED Lightbulb Kits, Seed Packets



Erie Town Fair

May 17, 2025

Sustainability Division
Sustainability Advisory Board
Public Engagement

Event Highlights: Sustainability Action Plan

Update Feedback, Resiliency Action Plan

Development Feedback

Resources Provided: Xcel Energy Beneficial
Electrification Info, Town of Erie Rebates,
Newsletter Signups, Native Pollinator Info,
Seed Packets, Eco-Friendly Product Giveaways

Erie Farmer's Markets

Summer 2025

Sustainability Advisory Board
Public Engagement



Event Highlights: Sustainability Action Plan

Update Feedback, Resiliency

Action Plan Development Feedback

Average Public Engagement: 74 per event

Resources Provided: Xcel Energy Beneficial

Electrification Info, Town of Erie Rebates,

Newsletter Signups, Native Pollinator Info,

Seed Packets, Eco-Friendly Product Giveaways

Eco-Cycle School Programs

Spring/Fall 2025

Student & Community Engagement



eco-cycle

**Building Zero Waste
Communities Across Colorado**

Spring Event Highlights:

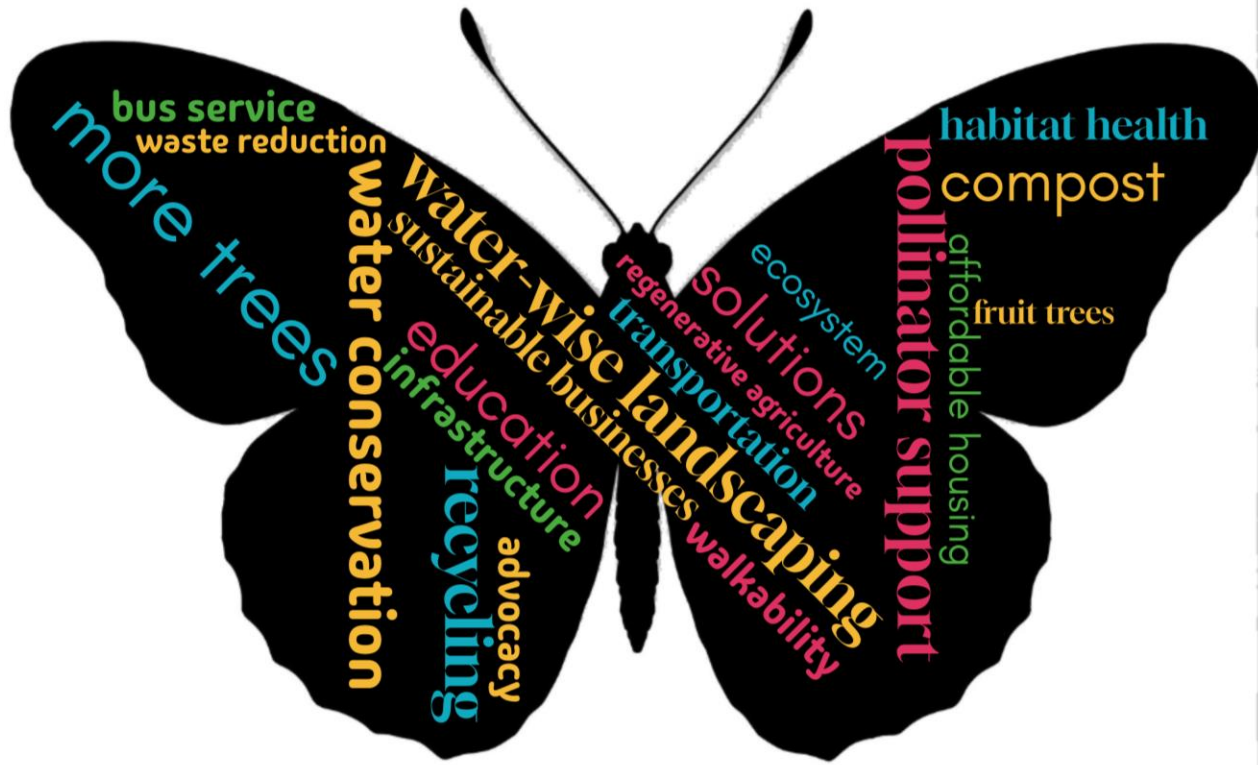
21 Presentations

524 Participants

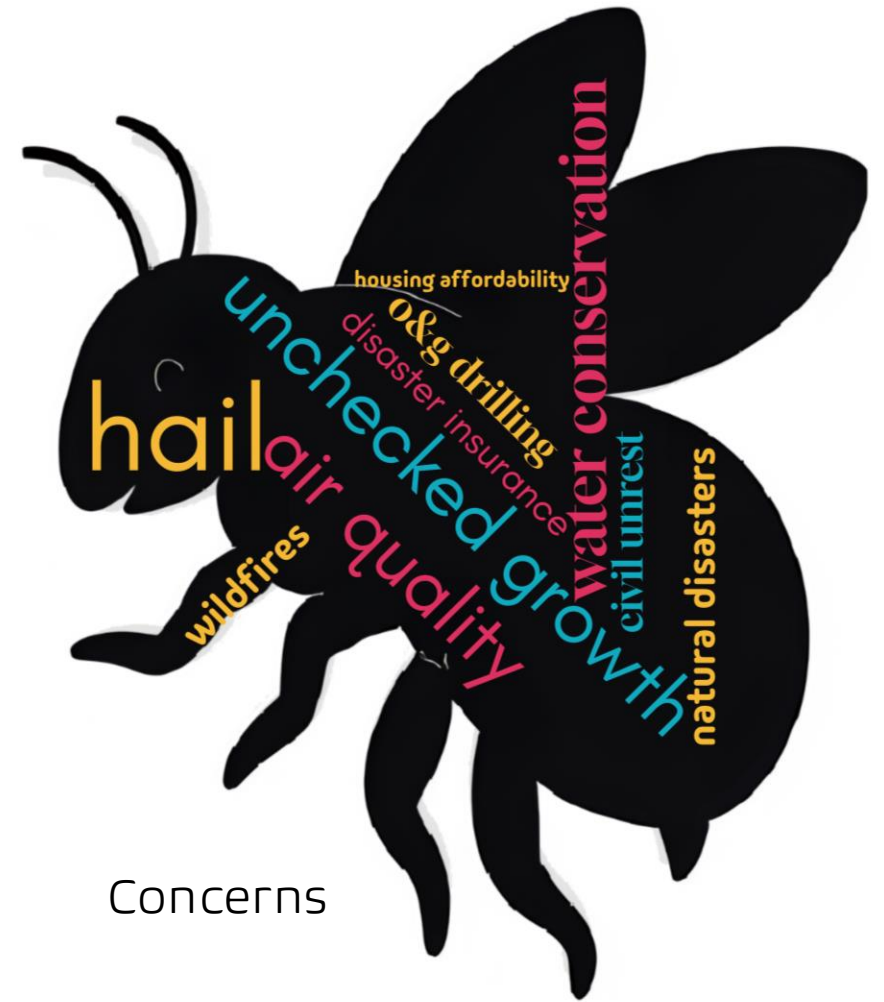
Grades: Pre-K, 1st, 2nd, 4th & 5th

Schools: Black Rock, Erie Elementary,

Redhawk & Soaring Heights



Priorities



Concerns

The word on the street...

Through conversations at community events with lots of residents, we gathered many comments, opinions, and feedback.

04 Current Initiatives



Waste Diversion

- Eco-Cycle programming for Erie Schools.
- Boulder County's Hazardous Waste pickup program and Town of Erie Recycling Center.
- Erie's Clean-Up Day Events.

Pollinator Support

- Multi-year Pollinator District Certification through the Butterfly Pavilion
- Erie's Buzzing Gardens pollinator habitat mapping showcasing residential pollinator-friendly and water-wise landscapes.

Community Fruit Rescue Erie Expansion

- Food waste diversion, community volunteer programming, and support for local services addressing food insecurity.

Closing

Thank you, Mayor Moore, Mayor Pro Tem Bell, Council Members and Staff, for your commitment to sustainability through the support of the Sustainability Advisory Board as we seek to promote the efforts of the Sustainability Division, Town Staff, other boards, commissions, and committees, as well as the counties and neighboring jurisdictions, to promote sustainable activities for all residents within Erie's planning area.

We'd especially like to acknowledge our Council Liaisons, Councilor Pesaramelli and Councilor Hoback, for their ongoing support and involvement.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-496, **Version:** 1

SUBJECT:

Presentation: Airport Economic Development Advisory Board 2nd Biannual Report

DEPARTMENT: Administrative Operations

PRESENTER(S): Emmett Dowling, Airport Economic Development Advisory Board Vice Chair

TIME ESTIMATE: 15 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

All Town of Erie Boards & Commissions are required per the municipal code to present two (2) reports to Town Council each year. This is the second report for 2025.

STAFF RECOMMENDATION:

Presentation Only.

SUMMARY/KEY POINTS

NA

BACKGROUND OF SUBJECT MATTER:

Emmett Dowling, Airport Economic Development Advisory Board Vice Chair, will provide an update on activities completed or in progress during the second half of 2025 as well as what the Board is planning for 2026.

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

File #: 25-496, **Version:** 1

- ☐ Effective Governance
- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

ATTACHMENT(S):

1. AEDAB Presentation - September 2025



2025 Colorado Aviation
Economic Impact Study

Erie Municipal Airport (EIK) Economic Impact Presentation



COLORADO
Department of Transportation
Division of Aeronautics

Economic Impact Measures



Jobs

Total number of people employed, both full-time and part-time.



Payroll

Total employment compensation, including wages, benefits, and taxes paid on behalf of employees.



Value Added

Total contribution to the Gross State (Regional) Product. It includes all payroll, profits, and business taxes paid



Business Revenues

Total expenditures for airport administration, capital projects and tenant sales of goods and services, as well as visitor spending in Colorado's hospitality-related sectors. Also referred to as "output", "sales", or "economic activity/impact".



Economic Impact Categories

Direct Impacts

+



On-Airport
Impacts



Off-Airport
Visitor Spending Impacts

Multiplier Effects

Supplier Sales and
Income Re-spending

Supplier sales are portions of direct revenues used to purchase goods and services from Colorado businesses. *Income re-spending* reflects income earned by workers from direct and supplier sales transactions that are then spent in Colorado.

=

Total Impacts



Jobs



Payroll



Value
Added



Business
Revenues



2025 Colorado Aviation
Economic Impact Study

On-Airport Impacts



Airport Administration

Includes all direct airport employees, city or county employees that perform airport-related work, and contract airport employees and the payroll associated with those employees.

Data collected using Airport Manager Survey administered during site visits



Airport Tenants

Includes all businesses located on airport property including aviation- and non-aviation-related businesses (airlines, fixed based operators [FBOs], terminal concessions, cargo carriers, rental car operators, etc.), and the employment and payroll associated with these businesses.

Data collected through in-person tenant meetings and digital Airport Business Tenant Surveys



Capital Improvements

Includes annual spending on construction by airport administration and tenants, including airport (local), state, federal, and other funds.

Four years of data (2020-2023) were gathered from Airport Manager Survey and averaged to determine the 'typical' expenditure year



2025 Colorado Aviation
Economic Impact Study

Erie Municipal Airport

Total Impacts

Total Economic Impacts represent the direct and multiplier (Supplier Sales and Income Re-spending) of EIK. Impacts are communicated by the total jobs, payroll, value added, and business revenues.



144

Total Jobs



\$8.4M

Payroll



\$13.2M

Value Added



\$23.5M

Business Revenues



2025 Colorado Aviation
Economic Impact Study

Erie Municipal Airport (EIK)

Total Impacts

Annual On-Airport Economic Impacts

	Direct	Supplier Sales	Income Re-spending
<i>Jobs</i>	51	12	21
<i>Payroll</i>	\$3,706,000	\$943,000	\$1,295,000
<i>Value Added</i>	\$4,688,000	\$1,391,000	\$2,426,000
<i>Business Revenues</i>	\$8,753,000	\$2,677,000	\$4,059,000

Annual Off-Airport Visitor Spending Economic Impacts

	Direct	Supplier Sales	Income Re-spending
<i>Jobs</i>	42	9	10
<i>Payroll</i>	\$1,253,000	\$599,000	\$598,000
<i>Value Added</i>	\$2,631,000	\$923,000	\$1,120,000
<i>Business Revenues</i>	\$4,424,000	\$1,753,000	\$1,873,000

Total Annual Economic Impacts

	Jobs	Payroll	Value Added	Business Revenue
<i>On-Airport Activity</i>	84	\$5,943,000	\$8,505,000	\$15,489,000
<i>Visitor Spending</i>	60	\$2,449,000	\$4,675,000	\$8,050,000
Total	144	\$8,392,000	\$13,180,000	\$23,539,000

*Totals may not sum due to rounding

Total Statewide Impacts



348,466

Total Jobs



\$23.5B

Payroll



\$40.3B

Value Added



\$68.9B

Business Revenues

Statewide impacts consist of the total on-airport and visitor spending impacts of the 66 airports in Colorado, as well as the economic impacts of off-airport cargo activity in the State



2025 Colorado Aviation
Economic Impact Study



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-497, **Version:** 1

SUBJECT:

Presentation: Planning Commission 2nd Biannual Report

DEPARTMENT: Administrative Operations

PRESENTER(S): Ben Hemphill, Planning Commission Chair
Tim Burns, Planning Commission Member

TIME ESTIMATE: 15 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

All Town of Erie Boards & Commissions are required per the municipal code to present two (2) reports to Town Council each year. This is the second report for 2025.

STAFF RECOMMENDATION:

Presentation Only.

SUMMARY/KEY POINTS

NA

BACKGROUND OF SUBJECT MATTER:

Ben Hemphill, Planning Commission Chair, will provide an update on activities completed or in progress during the second half of 2025 as well as what the Commission is planning for 2026.

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

File #: 25-497, **Version:** 1

- ☐ Environmentally Sustainable
- ☐ Fiscally Responsible

ATTACHMENT(S):

1. Planning Commission Presentation - September 2025

Planning Commission Biannual Report to the Town Council

Ben Hemphill, Chair

September 9, 2025

Mission & Team

- The Planning Commission reviews proposed land uses and forwards recommendations to the Town Council with support from Town Staff. In addition to an on-going quasi-judicial role related to land-use permits, Planning Commission also plays an active role in contributing to UDC updates that are presented by staff.

Commissioner	Term End
Andrew Sawusch	April 2028
Ben Hemphill, Chair	April 2028
Bob Braudes, Vice Chair	April 2028
Delaney Dreckman	April 2028
Kiley Baham	April 2026
Sherri Booth	April 2026
Tim Burns	April 2026

Staff	
Kelly Driscoll	Doug Trettin
Kunal Parikh	Harry Brennan
Adam Nettesheim	Julian Jacquin
Aly Burkhalter	Melinda Helmer
Chris LaRue	MJ Adams
Deborah Bachelder	Sarah Nurmela

March 2025 to August 2025 Review

- Held Public Hearings and Provided Recommendations to Town Council on Development Applications and Related Items
 - Erie Highlands Townhomes (Filing 18) and Commercial (Filing 17), Town Center URA, Erie Air Park, North Westerly, Mountain View Fire Rescue Station #15
- Unified Development Code Recommendations
 - Accessory Dwelling Units and Affordable Housing

Goals for 2025-2026

- **Primary Mission:** Continue to provide feedback and recommendations related to development applications and related items that are consistent with the Comprehensive Plan and UDC
- **Unified Development Code Updates:** Review and provide recommendations for UDC updates.
 - UDC alignment with Comprehensive Plan
 - Revisions to UDC regarding Affordable Housing by Nov 2026
 - Other code amendments as presented by staff
- **Exploring Expanded Responsibilities of Planning Commission:** Work with Town Council on tasks for PC to support town goals

Questions & Discussion



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-489, **Version:** 1

SUBJECT:

Resolution No. 025, Series 2025 - A Resolution of the Town Council of the Town of Erie Retroactively Appointing Bob Braudes to a Four-Year Term on the Planning Commission and Ratifying His Actions to Date

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:

Staff found an error was made in 2024 relating to Planning Commission terms. At that time, Council directed staff to bring a resolution reappointing all four of the newest members of the Commission to new four-year terms ending in 2028. However, that reappointment was only approved for three of the members and did not include Bob Braudes. This resolution rectifies that error.

STAFF RECOMMENDATION:

Staff recommends Council approve the resolution as presented.

SUMMARY/KEY POINTS

- In January 2024, the Town Council gave staff direction to reappoint four existing members of the Planning Commission to new four-year terms ending in April 2028 after staff stated, "all four terms end in 2024."
- In May 2024, staff brought Council a resolution to that effect; however, only three of the four members were listed in the resolution. The Council Communication states three terms are ending in 2024 and one in 2026. Bob Braudes' term was not extended due to a clerical error.
- This resolution would rectify the situation by retroactively appointing Mr. Braudes to a four-year term from May 14, 2024 to April 30, 2028. The resolution would also ratify all of Mr. Braudes' actions as Planning Commission member from May 14, 2024 to date.

BACKGROUND OF SUBJECT MATTER:

To determine what caused the issue with the term, staff reviewed each appointment to the seat Mr. Braudes currently holds since 2014. It appears the confusion began in 2020 and continues from there.

- 2020
 - James Luthi was appointed to the seat; it is unclear if he received a two-year term or a four-year term, but likely it was a two-year term.
- 2022
 - In a Council packet from February Luthi's term is listed as ending in 2024.
 - In a packet a few months later, his term is listed as ending in 2026.
 - However, Luthi was never officially reappointed to any term after 2020.
- 2023
 - June - Luthi removed.
 - August - Braudes was appointed with three other members, no distinction was made in the Council communication or in the resolution as to the term lengths each member was to receive.
- 2024
 - January - Council directs staff to reappoint the four newest members to new four-year terms after staff stated "all four terms expire in 2024".
 - May - Council approves a resolution reappointing the three other members to terms ending in 2028. The Council Communication states three terms are ending in 2024 and one in 2026 but gives no names as to who is in what seat. Braudes not reappointed to a new four-year term.
- 2025
 - Staff can find no clear information whether Braudes's original term ended in 2024 or 2026.
 - Staff have found clear direction from Council in January 2024 to reappoint all four members to terms ending in 2028.

Without a clear understanding of whether Luthi's term ended in 2024 or 2026 we are then also unable to determine if Braudes's term should have ended in 2024 or 2026 originally and therefore if it he should have been reappointed to a term ending in 2028.

To ensure a similar error does not occur moving forward staff will:

- Include all term dates in appointment resolutions.
- Include all term dates in the Council Communications for appointments.
- Reset all terms in the Boards/Commission software to ensure they are accurate as of today.

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

**Town of Erie
Resolution No. 25-152**

**A Resolution of the Town Council of the Town of Erie Retroactively
Appointing Bob Braudes to a Four-Year Term on the Planning
Commission and Ratifying His Actions to Date**

Whereas, on August 29, 2023, the Board of Trustees approved Resolution No. 23-434, which appointed four new Planning Commission members: Bob Braudes, Martin Law, Delaney Dreckman and Ben Hemphill;

Whereas, during its regular meeting on January 9, 2024, the Town Council directed Town staff to draft a resolution to appoint the same four Planning Commission members to new four-year terms;

Whereas, on May 14, 2024, the Town Council approved Resolution No. 24-076, which appointed Martin Laws, Delaney Dreckman and Ben Hemphill to new four-year terms on the Planning Commission;

Whereas, while it was the intention of the Town Council to appoint Bob Braudes to a new four-year term, due to a clerical error, Bob Braudes was inadvertently omitted from Resolution No. 24-076, and therefore his original term expired in May 2024;

Whereas, the Town Council wishes to correct that error and appoint Bob Braudes to the Planning Commission retroactively to May 14, 2024; and

Whereas, the Town Council wishes to ratify all of Bob Braudes's actions as a Planning Commission member to date.

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

Section 1. The Town Council hereby retroactively appoints Bob Braudes to a four-year term on the Planning Commission, commencing on May 14, 2024.

Section 2. The Town Council hereby ratifies all of Bob Braudes's actions as a Planning Commission member from May 14, 2024 to date.

Adopted this 9th day of September, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 9/9/2025

File #: 25-499, Version: 1

SUBJECT:

EXECUTIVE SESSION:

- 1) To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and to hold a conference with the Town's special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), all concerning the Erie Municipal Airport; and
- 2) To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(c); to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a); and to hold a conference with the Town's special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b); for which a topic cannot be disclosed without compromising the purpose of the executive session.

DEPARTMENT: Administrative Operations

PRESENTER(S):

TIME ESTIMATE: 45 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

NA

STAFF RECOMMENDATION:

NA

SUMMARY/KEY POINTS

NA

BACKGROUND OF SUBJECT MATTER:

NA

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):

NA

Agreement for Services

This Agreement for 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 Star Playgrounds, an independent contractor with a principal place of business at 9892 Titan Park Circle, Unit 1, Littleton, CO 80125 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required 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. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. 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 Contractor 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 Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor 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 Contractor, the Town shall pay Contractor \$335,218.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors 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. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

D. 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.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor 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," Contractor 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 Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

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

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

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and

extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. Indemnification

Contractor 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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

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. *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.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

By:

Signed by:
Erin Starr
F9A09ACB092F488

State of Colorado)
County of _____) ss.

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

My commission expires:

(Seal) _____
Notary Public

Exhibit A Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following services:

- Contractor shall ensure all equipment meets or exceeds the Town of Erie's Standards and Specifications – Section 1273.00: Playground Equipment and comply with ISO 9001/14001, ASTM (F1487-07a), ASTM (F-1292-18e1), ASTM (F-1951-14), CPSC Handbook for Public Playground Safety, and be IPEMA certified
- Contractor shall possess current Certified Playground Safety Inspector (CPSI) certification from the National Playground Safety Institute (NPSI)
- Contractor shall possess certification in playground construction from NPCAI Playground Construction School, and/or the selected equipment manufacturer
- Contractor shall keep existing concrete sidewalk and edging
- Contractor shall protect the underground drain system, which is to remain
- Contractor shall remove, dispose, and install the following elements:
 - Approximately 1,454 SF of EWF
 - Approximately 878 SF of PIP surfacing
 - All play equipment
 - One embedded boulder in the concrete band (pour new concrete to restore band)
- Contractor shall prepare and compact sub-base for new equipment installation, maintaining existing drainage
- Contractor shall evenly distribute excavated dirt to ensure site drains properly post-installation
- Contractor shall provide new Poured-in-Place and/or Engineered Wood Fiber at proper depth
- Contractor shall coordinate with a third-party CPSI audit of the play area

- Contractor shall provide temporary fencing for safety and security during removal and installation
- Contractor shall be responsible for site safety and securing all materials

Contractor's Deliverables

In performance of the services described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Contractor shall provide manufacturer letter confirming equipment CPSC and ASTM (F-1487-17) standards (must include model or drawing numbers) and warranty documents must include: 10 years on post and decks, 5 years on plastic components, 10 years on clamps , and 1 year on all other parts
- Contractor shall participate in one (1) public engagement meeting set by Town Staff
- Contractor shall provide a CAD and PDF File showing the layout and configuration of playground

Park Location Maps

Site Vicinity Map



Overhead of Existing Footprint of Reliance Park Playground



Existing Concrete Perimeter Picture



Existing Play Equipment





