



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Agenda

### Town Council

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Tuesday, September 24, 2024

6:30 PM

Council Chambers

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[Link to Watch or Comment Virtually: https://bit.ly/TownCouncil4thTuesday2024](https://bit.ly/TownCouncil4thTuesday2024)

#### I. Call Meeting to Order and Pledge of Allegiance

6:30 p.m.

#### II. Roll Call

#### III. Approval of the Agenda

#### IV. Consent Agenda

6:30-6:35 p.m.

[24-468](#) Approval of the September 10, 2024 Town Council Meeting Minutes

**Attachments:** [09-10-2024 Council Minutes](#)

[24-025](#) Proclamation on Code Enforcement Officer Appreciation Month

**Attachments:** [2024 Code Enforcement Proclamation](#)

[24-031](#) Proclamation on Domestic Violence Awareness Month October, 2024

**Attachments:** [2024 Domestic Violence Awareness Month Proclamation](#)

[24-354](#) An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Section 6-8-7 of the Erie Municipal Code Regarding False Reports

**Attachments:** [Ordinance 030-2024](#)

[24-392](#) A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with Adiona Transportation Solutions, LLC for the Sheridan Parkway Ridge View Intersection Traffic Signal Project

**Attachments:** [Resolution 24-131](#)  
[Budget Change Request](#)  
[Adiona Contract executed](#)

[24-413](#) A Resolution of the Town Council of the Town of Erie Approving Two 2024 Colorado Parks and Wildlife Non-Motorized Trails Grant Applications

**Attachments:**      [Resolution](#)

[24-417](#)      An Ordinance of the Town Council of the Town of Erie Amending Various Provisions of the Erie Municipal Code Regarding the Director of Utilities

**Attachments:**      [Ordinance 033-2024](#)

[24-418](#)      A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with Hudick Excavating, Inc. for the Zone 3 Weld County Road 7 Waterline Improvements

**Attachments:**      [Resolution 24-139](#)  
[Construction Contract](#)  
[Vicinity Map](#)

[24-419](#)      A Resolution of the Town Council of the Town of Erie Approving a Third Amendment to Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. for Construction Management Services for Zone 3 Weld County Road 7 Waterline Improvements

**Attachments:**      [Resolution 24-138](#)  
[Third Amendment](#)  
[Vicinity Map](#)

[24-434](#)      A Resolution of the Town Council of the Town of Erie Urging Voters to Vote in Favor of St. Vrain Valley School District Ballot Issue No. 5C at the November 5, 2024 Election

**Attachments:**      [Resolution 24-144](#)

[24-445](#)      A Resolution of the Town Council of the Town of Erie Approving a Third Amendment to the Lease Agreement with Vector Air Management, LLC

**Attachments:**      [Resolution 24-140](#)  
[Third Amendment](#)

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

6:35-6:45 p.m.

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

## VI. General Business

[24-435](#)      Proclamations Honoring Erie High School Boy's Lacrosse and Girls Golf Teams for Winning State Championships

**Attachments:**      [Lacrosse Proclamation](#)  
[Golf Proclamation](#)

6:45-6:55 p.m.

*Presenter(s): Mayor Justin Brooks*

[24-438](#)

An Ordinance of the Town Council of the Town of Erie Approving the Purchase of Real Property

**Attachments:**

[Ordinance](#)

[Purchase and Sale Agreement](#)

[Map](#)

6:55-7:00 p.m.

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

[24-450](#)

PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Amending Section 8-1-3 of the Erie Municipal Code to Update the Town's Fee in Lieu of Water Dedication and Water Tap Fee

**Attachments:**

[20240910 Ordinance re Water Tap Fees and Fees in Lieu of Dedication](#)

7:00-7:30 p.m.

*Presenter(s): Sara Hancock, Finance Director*

*Todd Fessenden, Utilities Director*

[24-449](#)

PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Providing for the Supplemental Appropriation of Money to Various Funds for the 2024 Budget Year

**Attachments:**

[Supplemental Ordinance and Schedule A.docx](#)

[09-24-24 2025 Fleet Supplemental Memo.docx](#)

[Fleet Line Item Detail.pdf](#)

[Fleet Lease Schedule.pdf](#)

7:30-7:40 p.m.

*Presenter(s): Sara Hancock, Director of Finance*

*Cassie Bethune, Finance Manager*

[24-327](#)

PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Chapter 9 of Title 4 of the Erie Municipal Code, to Establish Licensing Procedures for Medical and Retail Marijuana Businesses in the Town, and Amending Title 10 of the Erie Municipal Code (the "UDC") Regarding Use-specific Standards for Marijuana Businesses, Adding a Definition for "Marijuana Business" and Repealing and Reenacting the Definition of "School"

**Attachments:**

[Ordinance No. 031-2024, Option 1](#)

[Ordinance No. 031-2024, Option 2](#)

[Notice of Public Hearing - Colorado Hometown Weekly 9.4.2024](#)

[Marijuana Ordinance Presentation FINAL](#)

7:40-8:40 p.m.

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

*Amy Teetzel, Director of Administrative Operations*

*Kelly Driscoll, Planning Manager*

[24-439](#)

PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie

Amending Title 10 of the Erie Municipal Code by the Addition of a New Chapter 14 Regarding Flood Damage Prevention, and Repealing other Code Sections in Conflict Therewith

**Attachments:** [PC Resolution P24-13](#)  
[Ordinance No. 035-2024](#)  
[Staff Report](#)  
[Staff Presentation](#)  
[Notice](#)

8:40-9:00 p.m.

Presenter(s): *Wendi Palmer, Civil Engineer III*  
*Kelly Driscoll, Planning Manager*

[24-305](#) Communitywide Waste Hauler Discussion

**Attachments:** [Presentation](#)

9:00-9:45 p.m.

Presenter(s): *Emma Marino, Sustainability & Water Conservation Specialist I*  
*Eryka Thorley, Sustainability Manager*  
*David Frank, Director of Environmental Services*

## VII. Staff Reports

*Information Only*

[24-453](#) Environmental Services Monthly Report - August 2024

**Attachments:** [Environmental Services Staff Report - August 2024.docx](#)

[24-447](#) Planning & Development Monthly Report - August 2024

**Attachments:** [Planning & Development Monthly Report - August 2024](#)

## VIII. Council Member Reports and Announcements

9:45-10:05 p.m.

## IX. Adjournment

10:05 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: 9/24/2024**

**File #:** 24-468, **Version:** 1

**SUBJECT:**

Approval of the September 10, 2024 Town Council Meeting Minutes

**DEPARTMENT:** Administration

**PRESENTER(S):** Debbie Stamp, Town Clerk

**TIME ESTIMATE:** \_\_\_ minutes

**FISCAL SUMMARY:**

Cost as Recommended:	\$ _____
Balance Available:	\$ _____
Budget Line Item Number:	xxx-xx-xxx-xxxxxx-xxxxxx
New Appropriation Required:	Yes/No

**POLICY ISSUES:**

**STAFF RECOMMENDATION:**

Approve the minutes from the September 10, 2024 Town Council Meeting

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Effective Governance

**ATTACHMENT(S):**

- 09-10-2024 Council Minutes



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Meeting Minutes

### Town Council

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Tuesday, September 10, 2024

7:05 PM

Council Chambers

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or Immediately Following the Urban Renewal Authority Meeting

Link to Watch or Comment Virtually: <https://bit.ly/TownCouncil2ndTuesday2024>

#### I. Call Meeting to Order and Pledge of Allegiance

Mayor Brooks opened the meeting at 7:27 p.m.

#### II. Roll Call

**Present:** 5 - Mayor Brooks, Council Member Baer, Council Member Sawusch, Council Member Hoback, and Council Member Bell

**Absent:** 1 - Mayor Pro Tem Loflin

#### III. Approval of the Agenda

Councilor Sawusch asked that Item 24-399; A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with D2C Architects for Design and Engineering Services for the Erie Police Department Expansion and Remodel Project and Item 24-416; A Resolution of the Town Council of the Town of Erie Approving Agreement for Services with Bottom Line Design, LLC d/b/a BC Interiors for the Town Hall Project, be moved from the Consent Agenda to General Business.

**Councilor Sawusch made a motion to approve the amended Agenda. Councilor Bell seconded the motion. The motion passed by the following vote at 7:29 p.m.**

**Ayes** 5 - Mayor Brooks  
Council Member Baer  
Council Member Sawusch  
Council Member Hoback  
Council Member Bell

**Absent** 1 - Mayor Pro Tem Loflin

#### IV. Consent Agenda

[24-428](#) Approval of the August 27, 2024 Town Council Meeting Minutes

**Attachments:** [08-27-2024 Council Minutes](#)

[24-400](#) A Resolution of the Town Council of the Town of Erie Approving the

Cancellation of Town Council Meetings and Study Sessions

**Attachments:** [Resolution 24-125](#)

[24-415](#)

A Resolution of the Town Council of the Town of Erie Approving the Second Amendment to the Development Agreements for Colliers Hill Subdivision Filing No. 4D and 5

**Attachments:** [Resolution No. 24-127](#)  
[Second Amendment to the Development Agreements for Colliers Hill Subdivision Filing No. 4D and 5](#)

**Council Member Bell made a motion to approve the Consent Agenda. Councilor Baer seconded the motion. The motion passed by the following vote at 7:30 p.m.**

- Ayes** 5 - Mayor Brooks  
Council Member Baer  
Council Member Sawusch  
Council Member Hoback  
Council Member Bell

- Absent** 1 - Mayor Pro Tem Loflin

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

Mayor Brooks read the Public Comment rules and opened Public Comment at 7:29 p.m.

The following spoke:

1. Andrew Moore spoke about 2023 Annual Comprehensive Financial Report.
2. John Mortellaro spoke about the Comprehensive Plan.
3. Lori Saine, Weld County Commissioners, spoke about the 60 Plus Ride in Greeley.
4. Matt McLaughlin spoke about Erie Youth Football League through the park.

Mayor Brooks closed Public Comment at 7:43 p.m.

**VI. General Business**

[24-399](#)

A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with D2C Architects for Design and Engineering Services for the Erie Police Department Expansion and Remodel Project

**Attachments:** [Resolution 24-129](#)  
[Agreement](#)

Councilor Sawusch asked that this item be moved from Consent to General Business.

**Councilor Baer made a motion to approve Resolution 24-129. Councilor Bell seconded the motion. The motion passed by the following vote at 8:08 p.m.**

**Ayes** 5 - Mayor Brooks  
Council Member Baer  
Council Member Sawusch  
Council Member Hoback  
Council Member Bell

**Absent** 1 - Mayor Pro Tem Loflin

[24-416](#)

A Resolution of the Town Council of the Town of Erie Approving Agreement for Services with Bottom Line Design, LLC d/b/a BC Interiors for the Town Hall Project

**Attachments:** [Resolution 24-128 Agreement](#)

Councilor Sawusch asked that this item be moved from Consent to General Business.

**Councilor Baer made a motion to approve Resolution 24-129. Councilor Bell seconded the motion. The motion passed by the following vote at 8:11 p.m.**

**Ayes** 4 - Mayor Brooks  
Council Member Baer  
Council Member Hoback  
Council Member Bell

**Nayes** 1 - Council Member Sawusch

**Absent** 1 - Mayor Pro Tem Loflin

[24-441](#)

Presentation of 90 Second Celebration Video

Patrick Hammer, Deputy Town Manager, introduced the item at 8:13 p.m.

[24-315](#)

Hispanic Heritage Month Proclamation

**Attachments:** [Proclamation](#)

James Everett, DDEI Manager, and Kat Hazel, DDEI Training Coordinator, introduced the item at 8:17 p.m.

Councilor Emily Baer read the proclamation at 8:19 p.m.

[24-312](#)

Update on the 2023 Annual Comprehensive Financial Report and Audit Report

**Attachments:** [Audit Extension Confirmation](#)

Sara Hancock, Director of Finance, introduced the item at 8:22 p.m.

Alli Ventre, Director, CliftonLarsonAllen, LLP, and Allison Slife, Principal, CliftonLarsonAllen, LLP, presented the item at 8:25 p.m.

[24-379](#) Presentation: Tree Advisory Board 2nd Biannual Report

**Attachments:** [erie\\_tree\\_board\\_Sept\\_2024-Final](#)

Leanne Vielehr, Board Secretary, presented the item at 8:42 p.m.

[24-380](#) Presentation: Historic Preservation Advisory Board 2nd Biannual Report

**Attachments:** [Erie Town Council Sept 2024 Semi-Annual Presentation](#)

Mike Turner, Chair, presented the item at 8:59 p.m.

[24-381](#) Presentation: Open Space and Trails Advisory Board 2nd Biannual Report

**Attachments:** [OSTAB Status Report\\_Rev](#)

Ken Martin, Chair, presented the item at 9:12 p.m.

[24-382](#) Presentation: Sustainability Advisory Board 2nd Biannual Report

**Attachments:** [SAB Town Council Presentation August 2024 \(1\)](#)

Mackenzie McClaskey, Board Secretary, presented the item at 9:43 p.m.

[24-383](#) Presentation: Airport Economic Development Advisory Board 2nd Biannual Report

**Attachments:** [AEDAB 91024 Presentaion](#)

Julian Jacquin, Director of Economic Development, presented the item at 9:57 p.m.

[24-384](#) Presentation: Planning Commission 2nd Biannual Report

**Attachments:** [PC Sept2024 Presentation to BoT](#)

Tim Burns, Chair, presented the item at 10:16 p.m.

## VII. Staff Reports

[24-437](#) Settlement of Water Court Case with City of Boulder

**Attachments:** [Settlement Agreement Water Court Case 20CW3053](#)

## VIII. Council Member Reports and Announcements

Council Members spoke about the outcome of the Water Court Case, presenting at Meadowlark School, Clean Up Day is this Saturday,

September 14th, tomorrow, September 11th, is a day of remembrance for our country and Homecoming is this week with the parade on September 20th.

**IX. Adjournment**

Mayor Brooks adjourned the meeting at 10:57 p.m.

Approved \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-025, **Version:** 1

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**SUBJECT:**

Proclamation on Code Enforcement Officer Appreciation Month

**DEPARTMENT:** Police

**PRESENTER:** Lee Mathis, Police Chief

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Governor of Colorado has issued a proclamation in recognition of the service code enforcement officers provide to communities and to law enforcement agencies. This proclamation further recognizes the crucial role code enforcement officers have within the law enforcement agency. In addition, this proclamation acknowledges the expertise and experience code enforcement officers provide.

The State of Colorado has designated the month of October for code enforcement officer appreciation.

**Council Priorities Addressed:**

- ✓ Engaged and Diverse Community
- ✓ Small Town Feel
- ✓ Safe and Healthy Community
- ✓ Effective Governance

**ATTACHMENTS:**

1. Proclamation



## **Code Enforcement Officer Appreciation Month Proclamation**

**Whereas**, the Colorado Governor, Jared Polis, has designated the month of October 2024 as Code Enforcement Officer Appreciation Month; and

**Whereas**, the Town of Erie recognizes Colorado Code Enforcement Officials are dedicated, well trained and highly responsible individuals who are committed to improving neighborhoods in the course of their daily duties; and

**Whereas**, many dedicated officials provide for the safety, health, and welfare of our community members through the enforcement of codes and ordinances in the areas of building, zoning, housing and fire safety among others; and

**Whereas**, code enforcement officers work together to improve the quality of life in communities across Colorado.

**Now therefore**, I, Justin Brooks, Mayor of The Town of Erie do hereby proclaim October, 2024 to be Code Enforcement Officer Appreciation Month. I urge every resident to recognize and join in commemorating Code Enforcement Officials, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for exhibiting professionalism, efficiency, and compassion during the performance of their essential duties.

**Dated this 24th day of September, 2024**

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**Justin Brooks, Mayor**

**Attest:**

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**Debbie Stamp, Town Clerk**



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-031, **Version:** 1

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**SUBJECT:**

Proclamation on Domestic Violence Awareness Month October, 2024

**DEPARTMENT:** Police

**PRESENTER:** Lee Mathis, Police Chief

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The President of the United States has designated the month of October as Domestic Violence Awareness Month, providing an opportunity for communities to come together to raise awareness, support survivors, and work towards the prevention of domestic violence.

**Council Priority(s) Addressed:**

- ✓ Engaged and Diverse Community
- ✓ Small Town Feel
- ✓ Safe and Healthy Community
- ✓ Effective Governance

**Attachment(s):**

1. Proclamation



## **DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION**

**WHEREAS,** domestic violence is a pervasive issue that affects individuals and families across our nation, and the Town of Erie is not immune to its impact; and

**WHEREAS,** the month of October has been designated as Domestic Violence Awareness Month, providing an opportunity for communities to come together to raise awareness, support survivors, and work towards the prevention of domestic violence; and

**WHEREAS,** domestic violence can take many forms, including physical, emotional, economic, and psychological abuse, and can affect individuals of all backgrounds, regardless of age, gender, race, or socioeconomic status; and

**WHEREAS,** it is essential for our community to unite in condemning domestic violence and promoting a culture of respect, empathy, and equality; and

**WHEREAS,** the Town of Erie Council is committed to fostering an environment that empowers survivors, holds perpetrators accountable, and educates the public about the prevalence and impact of domestic violence;

**NOW, THEREFORE,** I, Mayor Justin Brooks, of The Town of Erie do hereby proclaim the month of October 2024 as Domestic Violence Awareness Month and urges all community members to actively participate in events and activities that promote awareness, prevention, and support for those affected by domestic violence.

**I, FURTHER,** that the Town of Erie Council encourages local organizations, schools, businesses, and residents to participate in educational initiatives, outreach programs, and supportive services to elevate awareness about domestic violence and contribute to the creation of a secure and nurturing community for all.

**DATED THIS 24th DAY OF September, 2024**

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**Justin Brooks, Mayor**

**ATTEST:**

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**Debbie Stamp, Town Clerk**



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-354, **Version:** 1

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**SUBJECT:**

An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Section 6-8-7 of the Erie Municipal Code Regarding False Reports

**DEPARTMENT:** Police

**PRESENTER(S):** Lee Mathis, Chief

**POLICY ISSUES:**

This matter concerns an update to a statute to reflect the language present in the State statute and thus has minimal policy implications.

**STAFF RECOMMENDATION:**

Approved the amended ordinance 030-2024

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The State of Colorado updated the False Reports statute in 2022 and this change to the municipal ordinance would address the relevant changes to State statutes. This addition to the Municipal Code is needed to address instances of subjects providing false identifying information to police officers.

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Safe and Healthy Community
- ✓ Effective Governance

**ATTACHMENT(S):**

1. Ordinance 030-2024

**Town of Erie  
Ordinance No. 030-2024**

**An Ordinance of the Town Council of the Town of Erie Repealing  
and Reenacting Section 6-8-7 of the Erie Municipal Code  
Regarding False Reports**

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

**Section 1.** Section 6-8-7 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

**6-8-7 - False reports.**

A. It is unlawful to knowingly cause by any means, including without limitation activation, a false alarm of fire or other emergency, or a false emergency exit alarm, to sound or to be transmitted to or within an official or volunteer fire department, ambulance service, law enforcement agency or any other government agency that deals with emergencies involving danger to life or property.

B. It is unlawful to knowingly cause by any means a false report of an imminent threat to the safety of a person or persons by use of a deadly weapon.

1. It is not a defense to a prosecution pursuant to this subsection that the defendant or another person did not have the intent or capability of committing the threatened or reported act.

2. Upon conviction of a violation of this subsection, in addition to any other sentence imposed or restitution ordered, the court shall sentence the defendant to pay restitution in an amount equal to the cost of any emergency response or evacuation, including but not limited to, fire and police response, emergency medical service or emergency preparedness response, and transportation of any individual from the building, place of assembly, or facility of public transportation.

C. It is unlawful to knowingly provide false identifying information to a law enforcement authority. As used in this subsection, "identifying information" means a person's name, address, birth date, social security number, driver's license number or Colorado identification number.

**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 24<sup>th</sup> day of September, 2024.**

\_\_\_\_\_  
Justin Brooks, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

**File #:** 24-392, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with Adiona Transportation Solutions, LLC for the Sheridan Parkway Ridge View Intersection Traffic Signal Project

**DEPARTMENT:** Public Works

**PRESENTER(S):** David Pasic, Interim Public Works Director  
Jonathan Williams, Civil Engineer

**FISCAL SUMMARY:**

Cost as Recommended:	\$778,811.80
Balance Available:	\$778,811.80
Budget Line Item Number:	300-70-710-605000-100412
Budget Transfer:	\$728,812 from 300-70-110-605000-100369
New Appropriation Required:	No

**POLICY ISSUES:**

Transfer of 2024 funds to a higher priority project and then replenishment through the 2025 budget.

**STAFF RECOMMENDATION:**

Approve the Resolution

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In the Spring of 2023, the Town with its consultant, Fox Tuttle, performed a signal warrant analysis for the intersection of Sheridan Parkway and Ridge View Drive. This analysis concluded a signal at this location was necessary. Given the shared jurisdictional location of the signal between Erie and Broomfield, Erie and Broomfield entered in to an Intergovernmental Agreement specifying that Broomfield would reimburse Erie for a portion of the signal installation cost. Further, the Town will provide ongoing maintenance for the signal with reimbursement support from Broomfield.

The Town hired consulting firm Kimley Horn to design the signal improvements. The signal layout accommodates the existing intersection geometry and has also been designed to accommodate future expansion of Sheridan Parkway as identified by Broomfield and the Town. Town staff separated the signal bid into Schedule A and B. Schedule A work will include all underground signal work, curb gutter, and ADA ramp replacement, and Schedule A will be completed by the Contractor

in 40 days later this Fall. Schedule B work will include long lead time items including the signal poles, mast arms, and a signal controller, staff anticipates these items will arrive on site next spring. The agreement allows the contractor an additional 20 days to complete Schedule B work upon arrival of these materials.

Staff posted a request for construction bids on BidNet Direct for the Sheridan Parkway Ridge View Intersection on July 2, 2024. The request for bids required potential bidders to submit pricing for Schedule A and B of the Sheridan Parkway Ridge View Traffic Signal Project.

Staff then held a non-mandatory pre-bid meeting on July 16, 2024.

Contractors submitted the following bids on August 1, 2024.

<b><u>Contractor</u></b>	<b><u>Base Bid Amount</u></b>	<b><u>Bid Bond Included</u></b>
Adiona Transportation	\$728,811.80	Yes
Lighthouse Transportation	\$732,012.10	Yes
Lumin8	\$816,259.20	Yes
Morton Electric	\$738,997.50	Yes
Sturgeon Electric	\$844,011.00	Yes
Engineers Estimate	\$1,037,522.50	

Adiona Transportation Solutions is the low and most qualified bidder.

The project improvements will include:

Installing a traffic signal, revising handicap ramps for ADA compliance, and minor striping modifications.

Staff checked references for Adiona Transportation Solutions, LLC, and staff believe they are qualified to construct the project.

Funding for this project is included in the budget for FY 2025. However, due to safety concerns at the intersection, staff is asking for the Town Council to transfer \$778,811.80 from Budget Line Number 300-70-110-605000-100369 (North Roundabout) to 300-70-110-605000-100412 (Sheridan Parkway Ridge View Intersection Traffic Signal) so installation work can begin this year. The funds requested in the budget for FY 2025 for this project will be transferred once the 2025 budget takes effect to replenish the North Roundabout account.

Sufficient funding is included in the budget including:

Contract amount:	\$728,811.80
Contingency:	\$ 50,000.00
Total	\$778,811.80

Staff believes it is in the Town's best interest to construct the project with an anticipated Substantial Completion date of 20 days after Schedule B Notice to Proceed (approximately Spring 2025) and a Final Completion date 30 days after Substantial Completion. Staff recommends awarding the construction contract to Adiona Transportation for \$728,811.80 and a contingency amount of \$50,000.00 for a total contract amount of \$778,811.80.

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Prosperous Economy
- ✓ Well-Maintained Transportation Infrastructure
- ✓ Safe and Healthy Community
- ✓ Effective Governance
- ✓ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution
2. Agreement
3. Budget Change Request

**Town of Erie  
Resolution No. 24-131**

**A Resolution of the Town Council of the Town of Erie Approving a  
Construction Contract with Adiona Transportation Solutions, LLC  
for the Sheridan Parkway Ridge View Intersection Traffic Signal  
Project**

**Whereas**, the Town requires the services of Adiona Transportation Solutions, LLC for the Sheridan Parkway Ridge View Intersection Traffic Signal Project.

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

**Section 1.** The Construction Contract with Adiona Transportation Solutions, LLC is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Construction Contract on behalf of the Town.

**Adopted this 24<sup>th</sup> day of September, 2024.**

\_\_\_\_\_  
Justin Brooks, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



## Budget Change Request Form

\*This form should be used for budget transfer requests. For instructions, please refer to the [Transfer Policy](#).

**Department:** Public Works

**Date:** 9/5/2024

**From:**

**Account Title:** Town Center - North Roundabout

**Tyler Account #:** 300-70-110-605000-100369      \$ 778,812

**Account Title:**

**Tyler Account #:**      \$

**Account Title:**

**Tyler Account #:**      \$

**To:**

**Account Title:** Signals on Sheridan at Ridgeview and KS Access

**Tyler Account #:** 300-70-110-605000-100412      \$ 778,812

**Account Title:**

**Tyler Account #:**      \$

**Account Title:**

**Tyler Account #:**      \$

**Justification:**

Transfer funds for awarding construction contract at the 09/24/24 Council meeting. Funds will be replaced pending the 2025 budget adoption.

**Initiated by:**

**Date:**

**Approved by:**

**Date:**

**Approved by:**

**Date:**

**Construction Contract**  
**(Sheridan Ridgeview Traffic Signal Project P23-457)**

This Construction Contract (the "Contract") is made and entered into this 12<sup>th</sup> day of September, 2024 (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado municipal corporation (the "Town"), and Adiona Transportation Solutions, LLC, an independent contractor with a principal place of business at 6145 Broadway, Suite 8, Denver, CO 80216 ("Contractor") (each a "Party" and collectively the "Parties").

**Recitals**

- A. The Town prepared a Request for Bids for the construction of the Project, dated July 1, 2024 ("RFB"), which is incorporated by this reference as if fully set forth here.
- B. Contractor submitted its Bid for the Project on August 1, 2024, which Bid is incorporated by this reference as if fully set forth here.
- C. The Town has selected the Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

**Agreement**

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

1. Contract Documents. The "Contract Documents" for this Project consist of the following:
  - A. Bid Form (Including Bid Summary)
  - B. Bid Schedule A and Schedule B
  - C. Bidder's Qualification Statement
  - D. This Contract
  - E. General Provisions
  - F. Special Provisions
  - G. Technical Specifications
  - H. Construction Drawings
  - I. Certificate of Insurance Verification
  - J. Notice of Award
  - K. Notice to Proceed (Schedule A)
  - L. Notice to Proceed (Schedule B)
  - M. Bid Bond
  - N. Payment and Performance Bond
  - O. Certificate of Final Payment

P. Final Acceptance Form

Q. Documentation submitted by Contractor prior to Notice of Award

Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

2. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference: Construction of a traffic signal at the intersection of Sheridan Parkway and Ridge View Drive. The Work associated with the Project will be performed by Contractor in two phases, and has been separated into Schedule A and Schedule B, attached hereto and incorporated herein.

The Schedule A Work, as identified in Schedule A and the Contract Documents, consists of all underground work, concrete sidewalk and curb and gutter work necessary for the successful completion of the Project in accordance with and reasonably inferable from the Contract Documents, as well as the ordering of the signal poles mast arms and the signal controller, and shall be completed by the Contractor within forty (40) calendar days of issuance of a notice to proceed with the Schedule A Work from the Town. The Schedule B Work, as identified in Schedule B and the Contract Documents, includes all above-ground work necessary for the successful completion of the Project in accordance with and reasonably inferable from the Contract Documents, including the pole mast arm signal heal, controller installation and signate and striping, and shall be completed within twenty-five (25) calendar days of issuance of a notice to proceed with the installation of the Schedule B Work from the Town. A separate notice to proceed will be issued by the Town prior to commencement of the Work by the Contractor for each Schedule.

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

4. Commencement and Completion of Work. Contractor shall commence the Work identified in each notice to proceed within ten (10) calendar days of date of the applicable notice to proceed. Substantial Completion of the Schedule A Work shall be accomplished by Contractor within forty (40) calendar days of issuance of the notice to proceed with

the Schedule A Work by the Town. Substantial Completion of the Schedule B Work shall be accomplished by Contractor within twenty-five (25) calendar days of issuance of the notice to proceed with the Schedule B Work by the Town, unless the time within which the Contractor is required to achieve Substantial Completion is subsequently extended in accordance with the Contract Documents. Final Completion of each phase of the Work shall be accomplished within thirty (30) calendar days of the applicable date of Substantial Completion pertaining to that phase.

5. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work at the unit Bid prices shown in the Bid Schedule A and Bid Schedule B for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed \$778,811.80.

6. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, age, or religion except when sex, gender, or age is a *bona fide* occupational qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) calendar days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

7. Miscellaneous.

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

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

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

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

e. *Notice.* Any notice under this 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 Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

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

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

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

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

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

**Town of Erie, Colorado**

---

Justin Brooks, Mayor

Attest:

---

Debbie Stamp, Town Clerk

**Contractor**

By: Kathryn Durbin

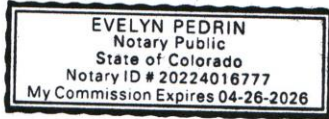
State of Colorado )  
 ) ss.  
County of Denver )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 12<sup>th</sup> day of September, 2024, by Kathryn Durbin as President of Adiana Transportation Solutions, LLC

My commission expires: 4-20-2024

(Seal)

Evelyn Pedrin  
Notary Public





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-413, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving Two 2024 Colorado Parks and Wildlife Non-Motorized Trails Grant Applications

**DEPARTMENT:** Parks & Recreation

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

**POLICY ISSUES:**

This resolution commits the Town to certain actions if the Town is awarded the grant.

**STAFF RECOMMENDATION:**

Adopt the resolution approving Two 2024 Colorado Parks and Wildlife Non-Motorized Trails Grant Applications

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Erie Singletrack Trails at Sunset Open Space offers 3.15 miles of trails that cater to riders seeking a downhill riding experience with rollers, jumps, and tabletops. Located north of WCR 6 and west of WCR 5, this regional amenity offers tracks for all skill levels designated as either beginner, intermediate, or advanced. The singletrack trail network is built on Town-owned open space offering fantastic views of the Front Range.

To the north of Erie Singletracks is the Sunset development, a 250-lot single family home development. As part of the development, the developer is constructing a 10' wide trail connection on the west side of the development that will terminate at the northern edge of Town's property. The development is also dedicating a 3.5-acre tract for a future skills area to compliment the Erie Singletrack Trails. To the east of Erie Singletrack Trails across from WCR 5, the Westerly development, an approximately 1,700-unit development, is constructing a 10' wide trail connection through open space and eventually connect to the proposed neighborhood park, school site at Westerly, and the future underpass at Erie Parkway.

Knowing the need for the proposed connections are imminent, staff engaged Kimley-Horn Associates, one of the Town's on-call firms, to begin preliminary design of key trail connections and improvements to the Erie Singletrack Trails area. These improvements include:

- A trail connection to the west along WCR 6. This connection will be a safer alternative to using WCR 6;



current opinions of probable project costs provided by Kimley-Horn this year: \$1.9M for the Construction and Maintenance project and \$92,000 for the Planning and Support project.

The application requests funding for work staff plan to complete in 2025-2026. If awarded, the Town will have two years to complete both projects.

The resolution must include the following:

- Support for the proposed projects and applications.
- Acknowledgement that the Town is responsible for the expenditure of funds required to meet the terms and obligations of the grant agreements and applications.
- A statement authorizing a designated official to sign the grant agreements if the grants are awarded.
- A statement confirming the Town's ability to complete the specific transactions that will be necessary to accomplish the projects.

**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
- ✓ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution

**Town of Erie  
Resolution No. 24-130**

**A Resolution of the Town Council of the Town of Erie Approving  
Two 2024 Colorado Parks and Wildlife Non-Motorized Trails Grant  
Applications**

**Whereas**, the Colorado Parks and Wildlife Fund offers grants to assist with development and revitalization of parks; and

**Whereas**, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to approve the two 2024 Colorado Parks and Wildlife Non-Motorized Trails Grant Applications attached hereto (collectively the "Applications").

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

**Section 1.** The Town Council strongly supports the Applications, approves the Applications and has appropriated at least 25% matching funds for both projects.

**Section 2.** If the grants are awarded, the Town Council strongly supports the completion of the projects.

**Section 3.** The project areas are owned by the Town and will be owned by the Town in perpetuity.

**Section 4.** The Town Council recognizes that, as the recipient of a Non-Motorized Trails Grant, each project site must provide reasonable public access.

**Section 5.** The Town Council will continue to maintain each project site in a high-quality condition.

**Section 6.** If the grants are awarded, the Town Council authorizes the Director of Parks and Recreation to sign the grant agreements and associated documents.

**Adopted this 24<sup>th</sup> day of September, 2024.**

\_\_\_\_\_  
Justin Brooks, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

---

**File #:** 24-417, **Version:** 1

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**SUBJECT:**

An Ordinance of the Town Council of the Town of Erie Amending Various Provisions of the Erie Municipal Code Regarding the Director of Utilities

**DEPARTMENT:** Utilities/Public Works

**PRESENTER(S):** Todd Fessenden, Utilities Director  
David Pasic, Interim Public Works Director

**POLICY ISSUES:**

It is the practice of staff and legal counsel to recommend updates to the Municipal Code from time-to-time as new best practices or legal standards evolve.

**STAFF RECOMMENDATION:**

Approve the Ordinance

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

This ordinance is to update the code language to line up with the recent re-org and responsibilities of the Public Works Director and Utilities Director.

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Safe and Healthy Community
- ✓ Effective Governance
- ✓ Environmentally Sustainable

**ATTACHMENT(S):**

1. Ordinance 033-2024

**Town of Erie  
Ordinance No. 033-2024**

**An Ordinance of the Town Council of the Town of Erie Amending  
Various Provisions of the Erie Municipal Code Regarding the  
Director of Utilities**

**Whereas**, the Town Council wishes to amend the Erie Municipal Code to clarify that certain references to the Director of Public Works should now refer to the Director of Utilities.

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

**Section 1.** Section 8-1-3 of the Erie Municipal Code is hereby amended by the deletion of the definition of "Director of Public Works, and also by the addition of a new definition, to read as follows and to appear in alphabetical order:

*Director of Utilities:* The Director of the Town's Utilities Department or designee.

**Section 2.** In Chapters 1, 2 and 5 of Title 8 of the Erie Municipal Code, all references to "Director of Public Works" shall be replaced with "Director of Utilities."

**Section 3.** Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

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

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

**Introduced, Read, Passed and Ordered Published this 24<sup>th</sup> day of September, 2024.**

\_\_\_\_\_  
Justin Brooks, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

**File #:** 24-418, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Construction Contract with Hudick Excavating, Inc. for the Zone 3 Weld County Road 7 Waterline Improvements

**DEPARTMENT:** Public Works

**PRESENTER(S):** David Pasic, Interim Public Works Director  
Zachary Ahinga, Civil Engineer

**FISCAL SUMMARY:**

Cost as Recommended:	\$ 5,492,325.00
Balance Available:	\$ 11,476,896.59
Fund:	Water
Budget Line Item Number:	500-75-110-605000-100421
New Appropriation Required:	No

**POLICY ISSUES:**

None.

**STAFF RECOMMENDATION:**

Approve the Resolution authorizing the construction contract with Hudick Excavating, Inc.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Zone 3 Weld County Road (WCR) 7 Waterline Improvements project is needed to supply water to the Summerfield development by late 2025 to satisfy the Town’s obligation under the 2013 Summerfield Annexation Agreement. The Summerfield development is located south of Highway 52 and west of WRC 7.

On July 12, 2022, Council approved a Professional Services Agreement with Burns and McDonnell Engineering Company to complete the construction documents for this project. The project has been designed with sufficient capacity to meet:

1. In the interim, adequate water supply for the Summerfield development by late 2025 and;
2. The future water supply demands for the Town’s Erie Gateway properties to the east of WCR

7 as well as other properties if annexed.

This construction contract requires the contractor to implement a full-road way closure (with traffic detours) of WCR 7 from WCR 12 northward to Highway 52 allowing only local traffic to pass through the work zone. Further, the contract requires completion of this pipeline segment by March 31, 2025, and requires completion of the remainder of the project in late October 2025.

Staff posted a request for bids on Bidnet Direct for the Zones 3 Weld County Road 7 Waterline Improvements on July 23, 2024.

Staff held a non-mandatory pre-bid meeting on July 31, 2024.

The Town received the following bids on Aug. 23, 2024:

**Bid Information:**

<b>Contractor Name</b>	<b>Bid Amount</b>	<b>Bid Bond included</b>
Hudick Excavating, Inc.	\$ 5,109,140.00	Yes
RCD Construction, Inc.	\$ 5,257,473.37	Yes
Global CM, LLC	\$ 5,353,374.87	Yes
Colorado Civil Infrastructure, Inc.	\$ 5,800,000.00	Yes
Elevated Excavating, Inc.	\$ 5,807,615.95	Yes
Timber Wolf Excavating, Inc.	\$ 5,874,605.00	Yes
Reynolds Construction, LLC	\$ 6,230,127.00	Yes
SMH West	\$ 6,890,093.00	Yes
TRC Construction, Inc.	\$ 6,899,452.00	Yes
Global Underground Corporation	\$ 6,930,273.00	Yes
GoodLand Construction, Inc.	\$ 6,963,534.00	Yes
American West Construction, LLC	\$ 7,351,320.00	Yes
Fiore and Sons	\$ 7,540,070.09	Yes
Iron Woman Construction	\$ 8,803,877.00	Yes
Engineer's Estimate	\$ 13,418,481.80	

The low bidder is Hudick Excavating, Inc. Staff checked their references, and determined they are qualified to construct this project. Accordingly, staff recommends awarding the construction contract for the Zones 3 Weld County Road 7 Waterline Improvements project to Hudick Excavating, Inc., for the bid amount of \$5,109,140.00 and a contingency amount of \$383,185.00 for a total contract amount of \$5,492,325. In addition to this resolution, on the agenda tonight is a resolution approving a Third Amendment to Professional Services Agreement for Construction Management Services for

the Zones 3 Weld County Road 7 Waterline Improvement (Consent Agenda 24-419).

**Fiscal Impact:**

The 2024 Water Fund Budget has \$11,476,896.59 appropriated for construction of Zones 3 Weld County Road 7 Waterline Improvements.

**Cost Summary:**

Item	Estimated Cost
Construction Management Services CM Services	\$ 199,066.00
CM Services Contingency (10.0%)	\$ 20,090.00
Construction Bid Amount	\$ 5,109,140.00
Construction Contingency (7.5%)	\$ 383,185.00
Total Estimated Construction Cost	\$5,711,481.00

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Prosperous Economy
- ✓ Safe & Healthy Community
- ✓ Effective Governance
- ✓ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution 24-139
2. Construction Contract
3. Vicinity Map

**Town of Erie  
Resolution No. 24-139**

**A Resolution of the Town Council of the Town of Erie Approving a  
Construction Contract with Hudick Excavating, Inc. for the Zone 3  
Weld County Road 7 Waterline Improvements**

**Whereas**, the Town requires the services of Hudick Excavating, Inc. for the Zone 3 Weld County Road 7 Waterline Improvements.

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

**Section 1.** The Construction Contract with Hudick Excavating, Inc. is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Construction Contract on behalf of the Town.

**Adopted this 24<sup>th</sup> day of September, 2024.**

\_\_\_\_\_  
Justin Brooks, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Construction Contract**  
**(Zone 3 Weld County Road 7 Waterline Improvements P22-290)**

This Construction Contract (the "Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado municipal corporation (the "Town"), and Hudick Excavating, Inc., an independent contractor with a principal place of business at 5460 Montana Vista Way, Castle Rock, CO 80108 ("Contractor") (each a "Party" and collectively the "Parties").

**Recitals**

- A.** The Town issued a Request for Bids for the construction of the Project, dated July 23, 2024 ("RFB"), which is incorporated by this reference as if fully set forth here. Five Bid Addendums were subsequently issued by the Town, on August 5, 2024 ("Bid Addendum 1"), on August 9, 2024 ("Bid Addendum 2"), on August 14, 2024 ("Bid Addendum 3"), on August 20, 2024 ("Bid Addendum 4"), and on August 20, 2024 ("Bid Addendum 5"), all of which are also incorporated by this reference as if fully set forth here.
- B.** Contractor responded to the RFB and submitted its Bid for the Project on August 23, 2024, which Bid is incorporated by this reference as if fully set forth here.
- C.** The Town has determined that the Contractor submitted the lowest responsible Bid and has selected the Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

**Agreement**

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

1. **Contract Documents and Scope of Work.** The "Contract Documents" for this Project consist of the following:
  - A. Bid Form (including Bid Summary)
  - B. Bid Schedule
  - C. Bidder's Qualification Statement
  - D. This Contract
  - E. General Provisions
  - F. Special Provisions
  - G. Technical Specifications
  - H. Construction Drawings
  - I. Certificate of Insurance Verification
  - J. Notice of Award

- K. Notice to Proceed
- L. Bid Bond
- M. Payment and Performance Bond
- N. Certificate of Final Payment
- O. Final Acceptance Form
- P. Documentation submitted by Contractor prior to Notice of Award
- Q. Bid Addenda 1 through 5.

Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

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

All labor, services, material, and other work necessary for the furnishing, delivering, constructing, installing, cleaning, filling and testing of approximately 2.7-miles of a new potable transmission waterline in the Town of Erie, as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents. The new transmission waterline is required to deliver potable water from an existing transmission main to a future connection. Work under this Project is as shown and called for in the Contract Documents, and generally consists of the installation of new 20-, 16-, and 12-inch PVC pipe connecting to the existing Town transmission main at the intersection of Erie Parkway and Weld County Road 7 to a termination point at a proposed development along Weld County Road 7. This Project also includes the installation of a pressure reducing valve (PRV) and vault and any associated appurtenances, installation of open-cut steel casing, connections of the new waterline to existing infrastructure, and any other necessary piping, fittings, valving, vaults, restraints, pressure reducing valves, combination air valves, cathodic protection system, fire hydrants, and all other appurtenances to complete a fully functioning potable waterline as shown or called for in the Contract Documents.

The Work includes Bid Alternate A1 – Road Closure in Lieu of Fly Road, as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents. This includes Contractor's implementation of a full-roadway closure of Weld County Road 7 with detour routes during the construction period from Weld County Road 12 north to Highway 52, as per an approved Traffic Control Plan. Completion of the Bid Alternative A1 Work

includes all labor, services, material and other work necessary and required to complete this segment of pipeline excavation, pipe installation and backfill, pipeline hydrostatic testing, temporary road surfacing, and removal of all equipment plant and debris from the Town's road right-of-way within this pipeline segment. Contractor shall schedule and achieve Substantial Completion of this segment of pipeline within one-hundred-seventy-six (176) days of issuance of a Notice to Proceed applicable to this Bid Alternate A1 Work.

The Work includes Bid Alternate A2 – Additional Mill and Overlay, as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents. Contractor shall schedule and achieve Substantial Completion of this portion of the Work as per Contractor's means and methods, and within the time required for Substantial Completion of the Work as identified in Section 4.

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

3. Commencement and Completion of Work. Contractor shall commence the Work identified in the Notice to Proceed within ten (10) calendar days of date of the Notice to Proceed. Substantial Completion of the entirety of the Work for the Project shall be accomplished by the Contractor within two hundred seventy (270) calendar days of the Notice to Proceed, unless the time within which the Contractor is required to achieve Substantial Completion is subsequently extended in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within thirty (30) calendar days of the date of Substantial Completion.

4. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work at the unit Bid prices shown in the Bid Schedule and the Unit-Price Bid Form and Bid Alternates A1 and A2 for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed \$5,109,140.

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

documentation that he or she has resided in Colorado for the last thirty (30) calendar days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

6. Miscellaneous.

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

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

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

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

e. *Notice.* Any notice under this 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 Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

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

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

j. *Rights and Remedies.* The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The



**Certificate Of Completion**

Envelope Id: FAE6C55ED69D4C6CADF1B10E2F0A0F1B	Status: Completed
Subject: Complete with DocuSign: Final Construction Contract Hudick Excavating Inc - Zone 3 WCR7 Waterli...	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lyndsy Willette
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	lwillette@erieco.gov
	IP Address: 174.63.17.105

**Record Tracking**

Status: Original	Holder: Lyndsy Willette	Location: DocuSign
9/16/2024 8:34:16 AM	lwillette@erieco.gov	

**Signer Events**

Justin Curphy  
justin.curphy@heicivil.com  
V.P.  
HEI Civil  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
E042FE281CD1489...  
Signature Adoption: Pre-selected Style  
Using IP Address: 4.2.163.114

**Timestamp**

Sent: 9/16/2024 8:35:15 AM  
Viewed: 9/16/2024 10:05:09 AM  
Signed: 9/16/2024 10:05:24 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/16/2024 10:05:09 AM  
ID: 998c07ad-0eed-49b9-a742-cd346316f1cb

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Zachary Ahinga  
zahinga@erieco.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 9/16/2024 10:05:25 AM  
Viewed: 9/16/2024 10:21:01 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/21/2021 8:37:15 AM  
ID: 4929dc91-03c6-4879-95ae-23b1a958ad37

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	9/16/2024 8:35:15 AM
Certified Delivered	Security Checked	9/16/2024 10:05:09 AM
Signing Complete	Security Checked	9/16/2024 10:05:24 AM
Completed	Security Checked	9/16/2024 10:05:25 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact Town of Erie:**

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

To contact us by email send messages to: [docusign@erieco.gov](mailto:docusign@erieco.gov)

### **To advise Town of Erie of your new email address**

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

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

### **To request paper copies from Town of Erie**

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

### **To withdraw your consent with Town of Erie**

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

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

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

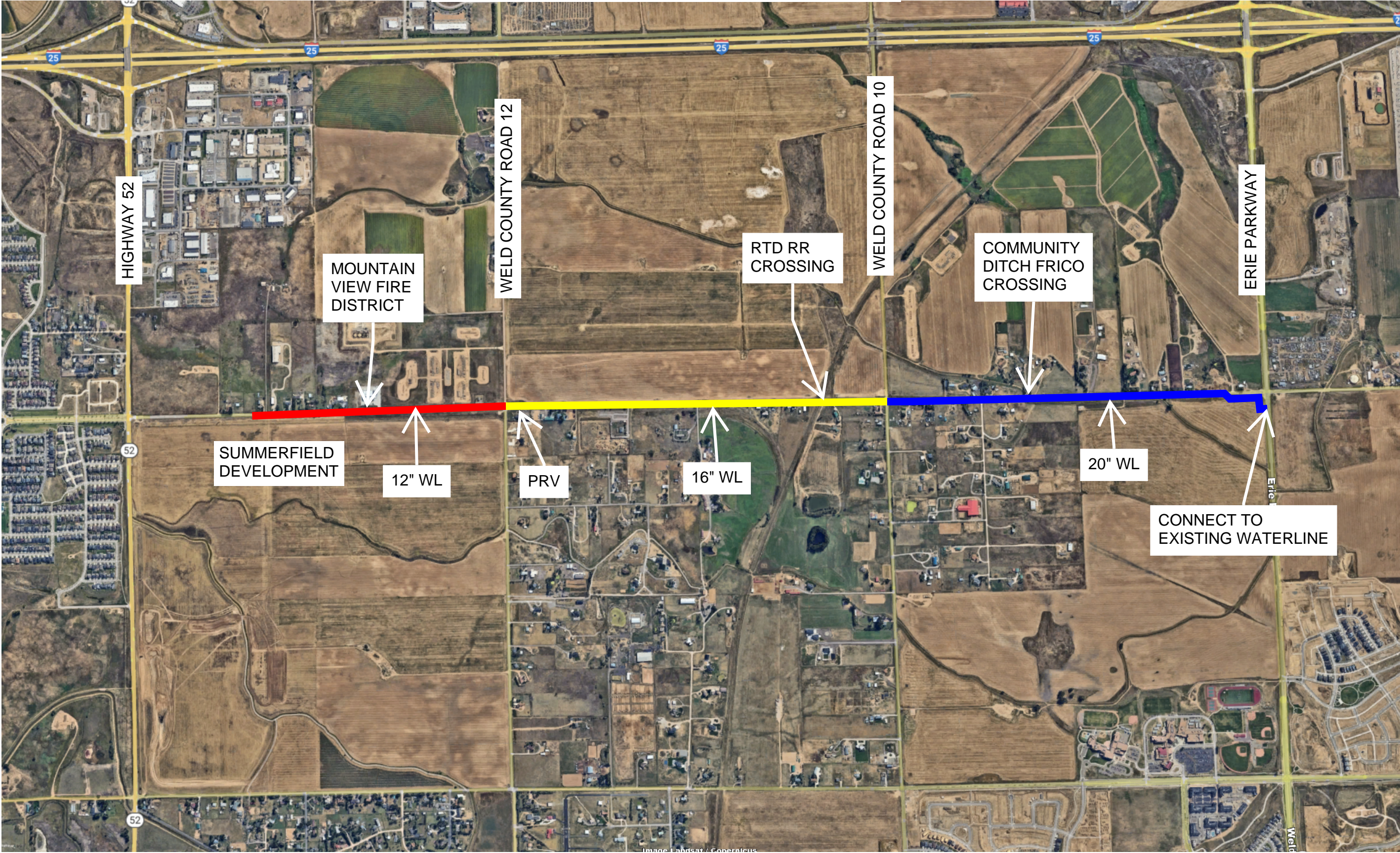
### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

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

# ERIE ZONE 3 WATERLINE (Along Weld County Road 7)





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

**File #:** 24-419, **Version:** 1

**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Approving a Third Amendment to Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. for Construction Management Services for Zone 3 Weld County Road 7 Waterline Improvements

**DEPARTMENT:** Public Works

..Department

**PRESENTER(S):** David Pasic, Interim Public Works Director  
Zachary Ahinga, Civil Engineer

**FISCAL SUMMARY:**

Cost as Recommended:	\$ 219,156.00
Balance Available:	\$ 11,476,896.59
Fund:	Water
Budget Line Item Number:	500-75-110-605000-100421
New Appropriation Required:	No

**POLICY ISSUES:**

None.

**STAFF RECOMMENDATION:**

Approve the Resolution to amend the Agreement.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Zone 3 Weld County Road (WCR) 7 Waterline Improvements project is needed to supply water to the Summerfield development and to satisfy the Town’s obligation under the 2013 Summerfield Annexation Agreement. See the attached Vicinity Map.

On July 12, 2022, the Town Council approved a Professional Services Agreement with Burns & McDonnell Engineering Company to complete the construction documents for this project. The construction contract requires that:

1. The overall construction work to be completed by late 2025 to provide adequate water supply for the first phase of the Summerfield development; and

2. The pipeline segment between WCR 12 and northward approximately 3,000-ft. to the project endpoint, be completed by March 31, 2024; to allow the Summerfield development time to complete roadway and off-site water and sewer facilities along WCR7 in-time to meet the first phase opening schedule.

Now that the Zone 3 WCR7 Waterline Improvements construction contract has bid, staff requested Burns & McDonnell to provide a cost for construction management (CM) services. The CM services will include construction contract administration, construction oversight and documentation, geotechnical testing services, and assistance with public communication and property owner coordination. The Town's construction inspectors will provide primary construction inspection of the construction work. Burns & McDonnell is well-qualified and experienced in providing CM Services for waterline and treatment plant projects for the Town and to other local municipalities.

Given the tight construction schedule requirements and the consultant's in-depth knowledge of the project construction requirements, staff believes it is in the Town's best interest to have Burns & McDonnell provide CM services for this project.

Staff recommends awarding the Third Amendment to the agreement for professional services for CM for the Zones 3 WCR7 Waterline Improvements to Burns & McDonnell Engineering Company, Inc. in the amount of \$219,156. This includes a proposal amount of \$199,066 and a contingency amount of \$20,090 for such items as providing back-up inspection services and greater levels of documentation if needed.

In addition to this resolution, on the agenda tonight is a Resolution for approving a Construct Contract for the Zones 3 Weld County Road 7 Waterline Improvements (Consent Agenda 24-418).

**Fiscal Impact:**

The 2024 Water Fund Budget has \$11,476,896.59 appropriated for construction of Zones 3 WCR7 Waterline Improvements.

**Cost Summary:**

Item	Estimated Cost
Construction Management Services CM Services	\$ 199,066.00
CM Services Contingency (10.0%)	\$ 20,090.00
Construction Bid Amount	\$ 5,109,140.00
Construction Contingency (7.5%)	\$ 383,185.00
Total Estimated Construction Cost	\$5,711,481.00

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Prosperous Economy
- ✓ Safe & Healthy Community
- ✓ Effective Governance
- ✓ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution 24-138
2. Third Amendment to PSA
3. Vicinity Map

**Town of Erie  
Resolution No. 24-138**

**A Resolution of the Town Council of the Town of Erie Approving a  
Third Amendment to Agreement for Professional Services with  
Burns & McDonnell Engineering Company, Inc. for CM Services for  
Zone 3 Weld County Road 7 Waterline Improvements**

**Whereas**, on July 12, 2022, the Town entered into an Agreement for Professional Services with Burns & McDonnell Engineering Company, Inc. for CM Services for Zone 3 Weld County Road 7 Waterline Improvements; and

**Whereas**, on October 12, 2023 and May 3, 2024, the Parties amended the Agreement for Professional Services and wish to amend the Agreement again.

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

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

**Adopted this 24<sup>th</sup> day of September, 2024.**

\_\_\_\_\_  
Justin Brooks, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Third Amendment to Agreement for Professional Services  
(Zone 3 WCR7 Waterline Improvements P22-290)**

This Third Amendment to Agreement for Professional Services (the "Third Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Burns & McDonnell Engineering Company, Inc., an independent contractor with a principal place of business at 9191 S. Jamaica Street, Englewood, CO 80112 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on July 12, 2022, the Parties entered into an Agreement for Professional Services (the "Agreement");

Whereas, on October 12, 2023, the Parties amended the Agreement to add additional services and change the amount of compensation (the "First Amendment");

Whereas, on May 3, 2024, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Second Amendment"); and

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

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

1. Amendments. The Agreement is hereby amended as follows:

a. Scope of Work. Exhibit A to the Agreement is hereby amended by the inclusion of the additional items set forth in **Exhibit A-1**, attached hereto and incorporated herein by this reference.

b. Compensation. Exhibit B to the Agreement is hereby amended to increase the maximum amount of compensation to \$689,180 allocated as follows

Original Contract Amount:	\$418,550
1 <sup>st</sup> Amendment:	\$ 32,357
2 <sup>nd</sup> Amendment:	\$ 19,117
3 <sup>rd</sup> Amendment:	\$219,156
Total New Contract Amount	<u>\$689,180</u>



## **Exhibit A-1 Scope of Services**

### Contractor Duties:

During the term of this Agreement, Contractor shall provide the following Construction Management and Administration services for this project as directed by the Town.

### Task Series 700 - Construction Phase Services

701. Attend and Conduct Pre-Construction Conference: Conduct a preconstruction conference. This meeting will be held either at the Town's offices or by Microsoft Teams. The Pre-Construction meeting agenda shall be as indicated in the contract documents.
702. Bi-weekly Construction Progress Meetings: Conduct bi-weekly construction progress meetings, to take place on-site or at the Town's offices for 8 months. The Progress meeting agendas will be as indicated in the contract documents.
703. Submittal Reviews: Review submittals for the project and provide a response and status for each submittal. Maintain a record of submittals, responses provided to the construction contractor, and documentation for fifty (50) submittals.
704. RFI Review and Response: Review, respond, and maintain a record for thirty (30) RFIs, and prepare and issue supplemental drawings and specifications as necessary in response to RFIs.
705. Review Traffic Control Plan: Review the construction contractor's traffic control plan and provide comments to the Town. The Town shall be responsible for the approval of the traffic control plan along the construction alignment.
706. Review Pay Applications and Quantities of Work: Review up to 9 pay applications from the construction contractor with Town and provide recommendation of acceptance or suggested modifications. Review will be based on field daily reports, Contractor's field observations, conversations with the Town's field representative, Town's daily reports, testing results, and review of construction contractor daily reports. Evaluate monthly pay applications for potential overruns and under runs. Identify issues that may lead to project cost increases, quality issues or schedule delays or extensions, and public issues; and provide an email communication to the Town.
707. Change Order Consultation and Preparation: Review and comment on prospective change orders and make recommendations to Town on acceptance or suggested modifications. Prepare and issue up (after approval by the Town)

- to six (6) Change Orders. Track changes and obtain Town approval prior to returning direction to the construction contractor.
708. Construction Design and Field Change Notices: Serve as liaison between the Town and the construction contractor in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. Prepare and issue up to six (6) Design Change Notices or Field Change Notices during construction with concurrence from Town.
709. Materials Testing Quality Testing: Subcontract with Terracon to provide compaction testing for project quality assurance. Compaction testing will be required to be completed by the construction contractor in addition to the Contractor's quality assurance testing. Testing will take place along the pipeline installation for 2 days a week for a duration of 6 months. This task includes a total of 48 site visits which will be scheduled by Contractor.
710. Review of Daily Reports, and Tests Results: Receive Daily Reports, field test results, and observation reports from the Town and construction contractor. Contractor shall review the documentation for general conformance with applicable specifications and transmit them to the Town. The Town's resident project representative and the construction contractor will provide all documentation to the Contractor within a day of receipt.
711. Construction Observation: Provide construction observation one 4-hour field visit once per week for the 8-month construction period to determine if the work is proceeding in general conformance with the construction documents, for a total of 32 construction observation visits. The trips will be combined with attendance at the bi-weekly construction progress meetings. Contractor shall provide an observation report for each visit within one day of the date of observation.
712. Stakeholder Communication: Contractor shall provide construction updates to Left Hand Water District, Fire Department, RTD and Ditch Companies of when work is taking place in the vicinity of their utility. Discuss the project with property owners, as requested by the Town when the Town's Communications Specialist requires assistance in preparing communication materials for public and property owners.
713. Schedule Tracking and Public Information: Review the construction contractor's project schedules and schedule updates against construction progress and identify areas requiring discussion. Discuss areas requiring resolution with the project team during the progress meetings. Alert the Town of schedule concerns and work with the Town's Communications Specialist to prepare outreach information and project updates.

714. Permits and Environmental Compliance: Assist Town's staff with observation of general compliance with permits, traffic control plan, and erosion control. Inform the Town of observed compliance concerns.
715. Perform Substantial Completion Walkthrough: Schedule and participate in the substantial completion field walk of the site with the Town and the construction contractor.
716. Develop Substantial Completion Punchlist: Generate a punchlist of incomplete and construction items to correct in the field and prepare the substantial completion letter with final completion requirements outlined. The task also includes punch list preparations and certificates of substantial completion.
717. Recommend Substantial Completion: After the waterline has been installed, tested successfully, chlorinated successfully and the substantial completion punchlist items resolved, Contractor shall provide a letter recommending substantial completion for the project.
718. Final Completion Walk and Punchlist: After the construction contractor has indicated that the punchlist items have been completed, perform a final field visit to confirm that the work is complete. Based on the findings, final punch list letters of completion will be prepared and submitted.
719. Recommend Final Completion: After final completion punchlist items have been resolved and required project documentation from the construction contractor have been received, Contractor shall develop a final completion letter and send to the Town for review and acceptance.
720. Prepare Conforming to Construction Drawings: On completion of construction, and prior to recommendation of the final payment to the construction contractor, the construction contractor will be required to provide a complete set of red lined drawings (as-builts) indicating any changes that took place in the field during construction of the project. Contractor shall prepare conforming to construction drawings (record drawings) based on the as-builts from the construction contractor, change orders, construction design and field change directives, RFI's, etc. PDF and AutoCAD files of the record drawings will be provided to the Town in accordance with Town's Guidelines for record drawing preparation and submittal.
721. Project Closeout: This task includes provisions for the Contractor to close out the project's documentation. This task will be conducted in the office and will include final discussions with the construction contractor, punch list items, final payment,

and other documents required by the contract documents for final completion and final payment.

Task Series 800 - Construction Phase Allowance

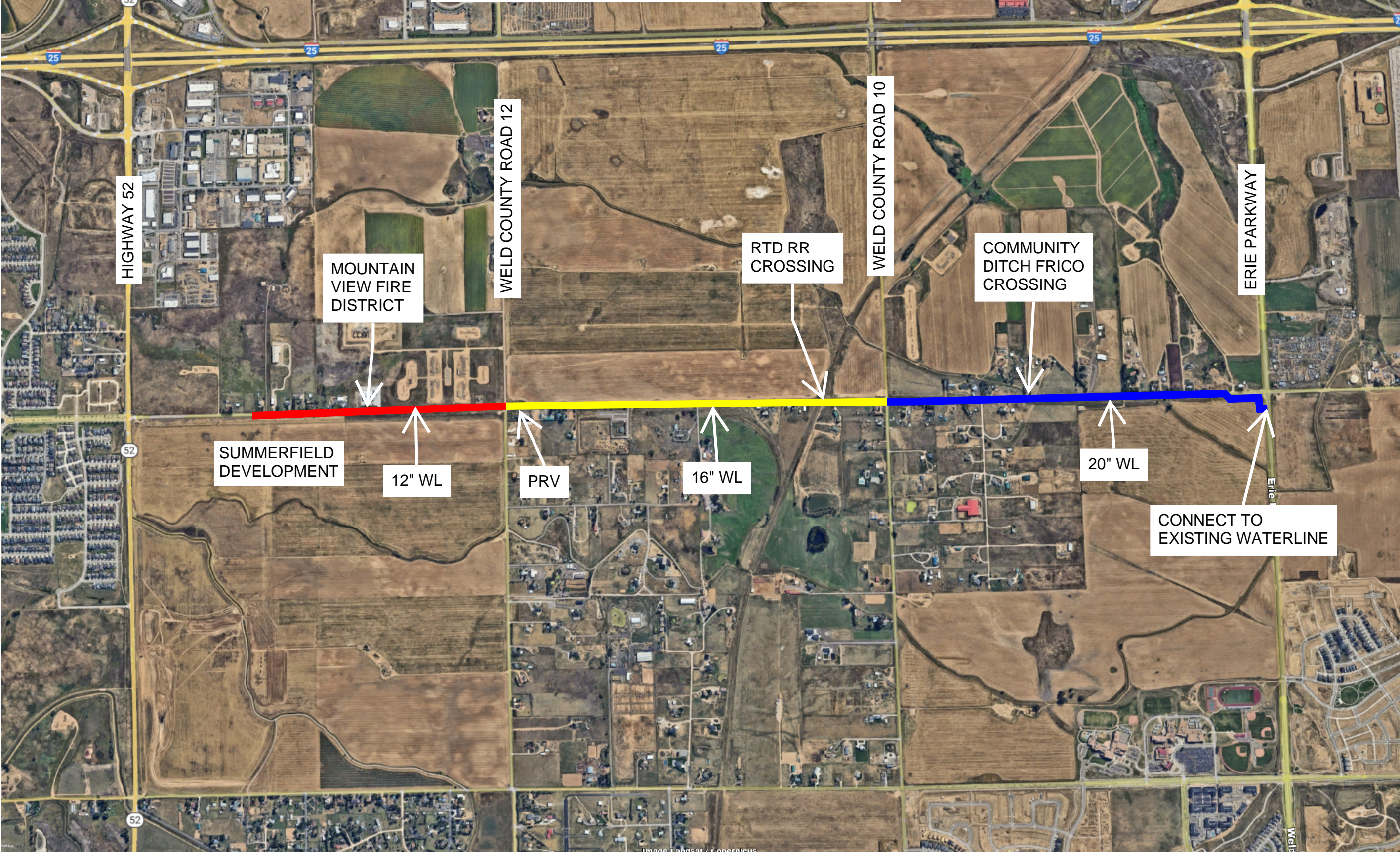
801. Back-up Field Resident Project Representative: Provide backup construction field observation services. This task will be requested by the Town when the Town's construction inspector is not available. This scope assumes 10 days of construction observation. Town will provide Contractor a 48-hour advance notice to provide backup field representation.

Contractor Deliverables:

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Contract Documents and the Town:

- Minutes to meetings.
- Town and construction contractor inspection reports
- Daily logs and diaries.
- Submittal and RFI Reviews
- Construction pay applications requests and quantity verifications
- Construction Change Orders
- Construction Design and Field Changes
- Material Testing verifications
- Punchlist and completion verification
- Conforming to Construction Drawings
- All correspondence pertinent to the project.

# ERIE ZONE 3 WATERLINE (Along Weld County Road 7)





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-434, **Version:** 1

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**SUBJECT:**

A Resolution of the Town Council of the Town of Erie Urging Voters to Vote in Favor of St. Vrain Valley School District Ballot Issue No. 5C at the November 5, 2024 Election

**DEPARTMENT:** Legislative

**PRESENTER(S):** Malcolm Fleming, Town Manager

**POLICY ISSUES:**

The Town Council will determine whether to show support as a whole body for the school district bond measure.

**STAFF RECOMMENDATION:**

Approve Resolution

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

At the July 23, 2024 Town Council meeting Dr. Haddad, Superintendent, presented to the Town Council regarding the current status of St. Vrain Valley School District (SVVSD) educational programs and proposed 2024 Bond Measure. Town Council requested a letter of support to urge the SVVSD Board to approve the proposed 2024 bond initiative, which includes funding for Erie schools. Staff drafted a letter for Council consideration, and it was approved and forwarded to the SVVSD Board and Superintendent Haddad.

The SVVSD Board approved putting the Bond Measure on the ballot. Approving a Resolution during a regular Council Meeting is required to comply with provisions of the Fair Campaign Practices Act (FCPA). The Mayor and Council requested staff prepare the attached Resolution urging voters to vote in Favor of the SVVSD Bond measure at the Nov. 5, 2024 election.

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Safe and Healthy Community
- ✓ Effective Governance

**ATTACHMENT(S):**

1. Resolution

**Town of Erie  
Resolution No. 24-144**

**A Resolution of the Town Council of the Town of Erie Urging Voters  
to Vote in Favor of St. Vrain Valley School District Ballot Issue No.  
5C at the November 5, 2024 Election**

**Whereas**, the St. Vrain Valley School District RE-1J ("SVVSD") is a public school district serving the needs of students in Erie;

**Whereas**, SVVSD has placed a bond issue on the ballot for the November 5, 2024 election; and

**Whereas**, the Town Council finds it in the best interest of the public health, safety and welfare to urge voters to vote in favor of SVVSD Issue No. 5C.

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

**Section 1.** The Town Council hereby urges voters to vote in favor of SVVSD Issue No. 5C at the November 5, 2024 election.

**Adopted this 24<sup>th</sup> day of September, 2024.**

\_\_\_\_\_  
Justin Brooks, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-445, **Version:** 1

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**SUBJECT:**

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

**DEPARTMENT:** Public Works Department

**PRESENTER(S):** Todd Fessenden, Utilities Director

**FISCAL SUMMARY:**

Cost as Recommended: \$10,500 (revenue)  
Budget Line Item Number: 530-00-000-481060-000000

**POLICY ISSUES:**

The current agreement expires on Sept. 30, 2024. In keeping with Town Finance Policy, we need to have a valid contract with any contractor.

**STAFF RECOMMENDATION:**

Approve the Resolution amending the agreement.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

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

Staff engaged Business Aviation Group (BA) and sub-consultant Airside FBO to assist in developing lease rates and property values. Staff also engaged legal counsel Kaplan Kirsch LLP (KK) to worked with Town staff and BA to draft an FBO agreement, as well as provide specialized aviation legal support. Staff sent the draft FBO Agreement to Vector Air on Aug. 23, and we are waiting on a response with any requested changes. KK also provided a draft purchase and sale agreement, which staff also reviewed and transmitted to Vector Air.

This amendment would also allow the Town to continue receiving \$3,500 per month during this time

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**File #: 24-445, Version: 1**

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and Vector Air to operate the FBO and occupy the building, as we work through final negotiations with a goal of completing that effort well before the end of the year.

The Council approved the second amendment on June 25, 2024, and it will expire on Sept. 30, 2024. The third amendment allows Vector Air to continue leasing the property from Sept. 30 to Dec. 31, 2024. Staff requests this amendment to allow time to complete negotiations and bring a final draft forward for Council consideration.

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Well-Maintained Transportation Infrastructure
- ✓ Safe and Healthy Community
- ✓ Effective Governance
- ✓ Fiscally Responsible

**ATTACHMENT(S):**

1. Resolution
2. Third Amendment

**Town of Erie  
Resolution No. 24-140**

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

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

**Whereas**, on March 26, 2024, and June 25, 2024, the Parties amended the Lease Agreement, and wish to amend the Agreement again.

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

**Section 1.** The Third Amendment to the Lease Agreement is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Third Amendment on behalf of the Town.

**Adopted this 24<sup>th</sup> day of September, 2024.**

\_\_\_\_\_  
Justin Brooks, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Third Amendment to Lease Agreement**

This Third Amendment to Lease Agreement (the "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Vector Air Management, LLC, a Colorado limited liability company with a principal place of business at 395 Airport Drive, Erie, CO 80516 ("Lessee") (each a "Party" and collectively the "Parties").

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

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

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

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

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

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

1. The term of the Lease Agreement shall be extended through December 31, 2024.
2. All other provisions of the Lease Agreement shall remain in full force and effect as written.

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


**Town of Erie, Colorado**

\_\_\_\_\_  
Justin Brooks, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Lessee**

DocuSigned by:  
  
B067328AF07F49F...

State of Colorado            )  
  ) ss.  
County of \_\_\_\_\_ )

Subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of Vector Air Management, LLC.

My Commission expires:

(Seal)

\_\_\_\_\_  
Notary Public



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-435, **Version:** 1

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**SUBJECT:**

Proclamations Honoring Erie High School Boy's Lacrosse and Girls Golf Teams for Winning State Championships

**DEPARTMENT:** Administration

**PRESENTER(S):** Mayor Justin Brooks

**TIME ESTIMATE:** 10 minutes



**Proclamation  
Honoring Erie High School's  
2024 State of Colorado Lacrosse Champions**

**Whereas**, the Erie High School Boys Lacrosse first season was in 2019; and

**Whereas**, the hard work, dedication, sportsmanship, talent and exceptional team chemistry of the 2024 Erie High School football team has enabled these student athletes to earn a State Championship title; and

**Whereas**, winning the 2024 Class 4A Colorado High School Athletic Association State Championship brought honor to Erie High School and the Town of Erie on the local, state and national level; and

**Whereas**, Head Coach Nick Mandia and the entire coaching staff, team member parents, faculty and student body at Erie High School were integral in guiding the team to victory through their unwavering support;

**Now, therefore**, I Justin Brooks, Mayor of the Town of Erie, do hereby proclaim May 20, 2024, "Erie High School Lacrosse Day" in the Town of Erie. And I ask all residents to join me in congratulating Erie High School and 2024 State Championship Lacrosse Team on its outstanding accomplishment.

**Dated this 24<sup>th</sup> day of September, 2024**

---

**Justin Brooks, Mayor**

**Attest:**

---

**Debbie Stamp, Town Clerk**



**PROCLAMATION  
Honoring Erie High School's  
2024 State of Colorado 4A Golf Champions**

**WHEREAS**, the hard work, dedication, sportsmanship, talent, and spirit of competition has enabled these student athletes, to earn the 2024 4A Colorado State Girls Golf Championship title; and

**WHEREAS**, the Erie High School Girls Golf Team has won the Colorado State High School Championship three years in a row; and

**WHEREAS**, the Erie High School Golfer Logan Hall has won the Colorado State High School Golf Championship two years in a row; and

**WHEREAS**, winning the 2024 Class 4A Colorado High School Athletic Association State Championship brought honor to Erie High School and the Town of Erie on the local, state and national level; and

**WHEREAS**, Coach Brandon Bird, team members, parents, faculty, and student body at Erie High School are integral in guiding student athletes to victory through their unwavering support;

**NOW, THEREFORE**, I, Justin Brooks, Mayor of the Town of Erie, do hereby proclaim May 21, 2024, "Erie High School Golf Day" in the Town of Erie. And I ask all residents to join me in congratulating Erie High School and 2024 State Championship Golf Team and Logan Hale on their outstanding accomplishment.

**DATED THIS 24<sup>th</sup> DAY OF SEPTEMBER, 2024**

---

**Justin Brooks, Mayor**

**ATTEST:**

---

**Debbie Stamp, Town Clerk**



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

**File #:** 24-438, **Version:** 1

**SUBJECT:**

An Ordinance of the Town Council of the Town of Erie Approving the Purchase of Real Property

**DEPARTMENT:** Parks & Recreation

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

**TIME ESTIMATE:** 5 minutes

**FISCAL SUMMARY:**

Cost as Recommended: \$2,699,009.00  
Balance Available: \$7,521,883  
Budget Line Item Number: 210-50-110-604500-000000  
New Appropriation Required: Yes

**POLICY ISSUES:**

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

**STAFF RECOMMENDATION:**

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

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Earlier this year, representatives for the property owner reached out to staff after receiving a courtesy open space inquiry letter sent annually by members of the Open Space & Trails Advisory Council (OSTAB). As part of OSTAB’s annual work plan, a letter is sent to property owners in Erie’s planning area indicating the Town’s interest in purchasing and preserving land for open space. This property has long been identified by OSTAB and staff as one of the highest priority parcels to acquire for open space within Erie’s planning area due to its proximity to Coal Creek, adjacency to existing open space, and opportunities for trail connectivity.

Based on investigative analysis completed by staff, legal counsel, and appraisal reports, the proposed

per acre cost is comparable to similar properties in the region. The total acreage to be acquired is 38.9 acres. The landowner would like to donate a small 1.43-acre parcel just west of South Main Street and west of Erie Airport as part of the transaction. The Town already owns the adjacent parcel of land to the west along County Line Rd. Staff believes this land could be beneficial to the future airport access project and/or for a potential additional trail access to circumvent the existing trail alignment that floods at the airport underpass.

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

The use of TNACC funds requires a supporting recommendation by the OSTAB. The potential purchase of this property was presented to OSTAB in an executive session on March 11, 2024, and OSTAB supports the purchase and property donation as proposed.

The TNACC Fund has an available fund balance of \$1,818,435 to cover the additional appropriation of \$139,009 required to cover all costs associated with this purchase. However, the already appropriated funds require a budget transfer to the correct account within the TNACC Fund.

**TOWN COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Attractive Community Amenities
- ✓ Well-Maintained Transportation Infrastructure
- ✓ Small Town Feel
- ✓ Safe and Healthy Community
- ✓ Effective Governance
- ✓ Fiscally Responsible

**ATTACHMENT(S):**

1. Ordinance
2. Purchase and Sale Agreement
3. Map

**Town of Erie  
Ordinance No. 036-2024**

**An Ordinance of the Town Council of the Town of Erie Approving  
the Purchase of Real Property**

**Whereas**, Reynolds Erie Properties, LLC owns the real property more particularly described in Exhibit A to the attached Purchase and Sale Agreement (the "Property");

**Whereas**, the Property has been identified by Town staff and the Open Space and Trails Advisory Board ("OSTAB") as a high priority to acquire for open space; and

**Whereas**, the Town Council finds and determines that the purchase of the Property is in the best interest of the public health, safety and welfare.

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

**Section 1.** Pursuant to Section 15.01 of the Erie Home Rule Charter, the Town Council hereby approves of the purchase of the Property for \$2,699,009. The Town Council also approves the associated Purchase and Sale Agreement in substantially the form attached hereto, subject to approval of the Town Attorney. Upon such approval, the Town Manager is authorized to execute the Purchase and Sale Agreement on behalf of the Town. The Town Manager is also authorized to execute all documents necessary for the closing of the purchase and sale of the Property.

**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 24<sup>th</sup> day of September, 2024.**

---

Justin Brooks, Mayor

**Attest:**

---

Debbie Stamp, Town Clerk

## Purchase and Sale Agreement

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with a legal address of 645 Holbrook Street, Erie, CO 80516 (the "Town") and Reynolds Erie Property, LLC, a Colorado limited liability company with an address of 7600 Landmark Way, Unit 1515, Greenwood Village, CO 80111 ("Seller") (each a "Party" and collectively the "Parties").

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

Whereas, the Town wishes to purchase the Property from Seller, and Seller wishes to sell the Property to the Town, pursuant to the terms set forth in this Agreement;

Whereas, the Property consists of several parcels to be purchased by the Town (the "Purchased Parcels"), and one parcel to be donated to the Town (the "Donated Parcel"); and

Whereas, the Parties agree that the Donated Parcel has a value of \$140,000.

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

1. Conveyance. Pursuant to the terms and conditions of this Agreement, Seller agrees to convey, sell, transfer, and assign the Property to the Town, and the Town agrees to purchase the Property from Seller.

2. Earnest Money. Within 3 days of the Effective Date, the Town shall tender \$25,000 to Fidelity National Title, 8055 E. Tufts Ave., Suite 900, Denver, CO 80237 (the "Closing Company") as earnest money. The earnest money shall be held in an interest-bearing account, and shall be part of and included in the total Purchase Price.

3. Purchase Price. Subject to the terms of this Agreement, the total purchase price for the Property is \$2,699,009, to be paid by the Town at closing, in funds which comply with applicable Colorado law, including electronic transfer funds, certified check, or cashier's check, as directed by Seller. The purchase price reflects compensation for the Purchased Parcels only.

4. Inspection. The Town shall have 45 days from the Effective Date to complete its physical and financial inspection and due diligence investigation of the Property and investigate the title thereof (the "Inspection Period"). During the Inspection Period, the Town and its agents, consultants and representatives shall have the right to enter the Property to conduct inspections and analyses regarding the Property and its suitability for the Town's intended purposes. During the Inspection Period, Seller shall provide to the Town copies of all deeds and other documents affecting ownership of any of the Property.

9/17/2024

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X

The Town shall hold harmless the Seller for any property damage or personal injuries resulting from any inspection activities of the Town on the Property.

5. Termination. If on or before the expiration of the Inspection Period, the Town gives Seller written notice setting forth the Town's dissatisfaction with the Property or any characteristic thereof, in the Town's sole discretion, for any reason whatsoever, then this Agreement shall terminate, the Earnest Money shall be returned to the Town and both parties shall be relieved from any further liability hereunder. If the Town does not terminate this Agreement as described in the proceeding sentence, then this Agreement shall remain in full force and effect in accordance with its terms.

6. ATLA Survey. During the Inspection Period, the Town shall, at the Town's expense, obtain a current survey of the Property prepared by a surveyor licensed by the State of Colorado (the "Survey"). The total acreage to be purchased by the Town shall be determined by the Survey. The Town shall provide a copy of the Survey to Seller and the Closing Company no later than 7 days after the Town receives the Survey.

7. Phase I Environmental Site Assessment Report. During the Inspection Period, Seller shall allow the Town access to the Property as necessary to obtain a current Phase I Environmental Site Assessment Report for the Property and, in the event of an environmental hazard or a potential contamination of any sort, in the sole discretion of the Town, has been identified on the Property, a current Phase II Environmental Site Assessment Report for the Property (collectively the "Environmental Reports"). The Town shall pay all costs associated with the Environmental Reports.

8. Closing.

a. The closing will occur within 14 days after completion of the Inspection Period, at the Closing Company, at a time that is mutually acceptable to the Parties.

b. The Parties shall pay their respective closing costs, and all other items required to be paid at closing.

c. At closing, Seller shall deliver to the Town a special warranty deed duly in a form satisfactory to the Town and subject to statutory exceptions, executed and acknowledged by Seller, conveying good and marketable fee simple title to the Property to the Town, and such other instruments of transfer, certificates and additional documents as may be required hereunder or reasonably required by the Town.

d. At closing, the Town shall deliver to the Closing Company the Purchase Price plus the Town's closing costs, less the amount of Earnest Money, and such other documents as may be required hereunder or reasonably required by Seller.

9. Possession. Possession of the Property shall be delivered to the Town at closing.

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

a. Seller has the full right, power, and authority to transfer and convey the Property, as provided in this Agreement, and to carry out Seller's obligations under the Agreement and Seller, if not a natural person, is a corporation, partnership, limited partnership, limited liability company, or other entity validly existing and in good standing under the laws of the State of Colorado.

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

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

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

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

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

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

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

geologic condition or other physical aspect of the Property or the accuracy or completeness of any reports or information pertaining to such matters.

12. Remedies.

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

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

13. Miscellaneous.

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

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

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

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

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

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

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

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

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

**Town of Erie, Colorado**

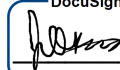
\_\_\_\_\_  
Malcolm Fleming, Town Manager

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Seller:**

DocuSigned by:



\_\_\_\_\_  
Jack D. Feuer, Manager

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of Reynolds Erie Property, LLC.

My commission expires:  
(Seal)

\_\_\_\_\_  
Notary Public

**Exhibit A  
Legal Description**

**Purchased Parcels**

**Parcel ID# 146730301012:** ERIE A-TH PT TRACT H ERIE AIR PARK SUB LYING IN NE 4 SW 4 30 1 68, COUNTY OF WELD, STATE OF COLORADO.

**Parcel ID# 146730301013:** ERIE A-TA PT TRACT A ERIE AIR PARK SUB LYING IN NE 4 SW 4 30 1 68, COUNTY OF WELD, STATE OF COLORADO.

**Parcel ID# 146730300037:** ERIE PT N 2 SW 4 ALL THAT PT LYING S OF VISTA PARKWAY & LYING E OF ABND BURLINGTON RR, COUNTY OF WELD, STATE OF COLORADO.

**Parcel ID# 146730300029:** ERIE PT NW 4 SW 4 30-1-68 ABDN BURLINGTON NORTHERN RR CO ROW ERIE TO LONGMONT BRANCH LINE BEING 100' WIDE OVER AND ACROSS NW 4 SW 4 EXC THAT PT CONVEYED IN SWD REC #2961438 06/17/02, COUNTY OF WELD, STATE OF COLORADO.

**Donated Parcel**

**Parcel ID# 146731200040:** PT W 2 W 2 31-1-68 ABDN BURLINGTON NORTHERN RR CO ROW ERIE TO LONGMONT BRANCH LINE BEING 100' WIDE OVER W 2 W 2 31-1-68 EXC ALL THAT PT THRU NW 4 NW 4 EXC PT NW 4 31-1-68 BEG AT W 4 COR S 89 D 52' E 30' N 0 D 26' E 453' TPOB N 00 D 26' E 222' CURVE TO R (R=1080') CHORD=S 08 D 20' E 141' CURVE TO R (R=5450') CHORD=S 15 D 08' W 85' TPOB, COUNTY OF WELD, STATE OF COLORADO.



VISTA PKWY 501-629

REENVILLE AL 575-655

COMPASS CI 581-651

VISTA PKWY

SERENE DR 1480-1498

JACQUES WY 750-8

PARKDALE N CIR

PARKDALE S CIR 1664-1722

QUINTAN

TAY

WRIGHT DR 1794-1844

COMPASS PKWY 501-559

GRENVILLE CIR 505-635

COMMANDER CIR 120-196

COMMANDER DR 124-194

COMMAND

E COUNTYLINE RD

CESSNA DR 2390-2480

BEECH CT 150-150

BELLANCA CT 2445-2485

S MAIN ST 2539-2779

OK PL

O DR

CESS



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-450, **Version:** 1

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**SUBJECT:**

**PUBLIC HEARING:** An Ordinance of the Town Council of the Town of Erie Amending Section 8-1-3 of the Erie Municipal Code to Update the Town's Fee in Lieu of Water Dedication and Water Tap Fee

**DEPARTMENT:** Finance Department  
Utilities Department

**PRESENTER(S):** Sara Hancock, Finance Director  
Todd Fessenden, Utilities Director

**TIME ESTIMATE:** 10 minutes

**POLICY ISSUES:**

Based on detailed study, the proposed rates are needed to provide sufficient revenue to operate and maintain the Town's existing water, wastewater, and stormwater systems and increase the tap and water dedication fees to generate sufficient revenue to expand the system to serve new development.

**STAFF RECOMMENDATION:**

Staff recommends approving the updated tap and dedication fees.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Town of Erie Financial Policies require the Town to have a formal rate study performed on the utility fund (water, wastewater, and storm drainage) charges at least every five years. Bond indentures also require the Town to ensure that its fees are adequate to ensure compliance with all bond covenants. Staff conducted the last formal rate study for these funds in 2020. In 2020, the Council reviewed and adopted the results of those rate studies, setting rates and fees for the period 2020-2024.

The Town began the current rate study process in late 2023. The Town contracted with Raftelis Financial Consultants (Raftelis) in August 2023 to perform the formal rate study for water, wastewater, and storm drainage monthly customer charges, water and wastewater tap fees, raw water dedication fees, and storm drainage impact fees.

### Summary of Rate Study

The goals of the rate study are to determine the revenue needed to cover annual operations and maintenance costs and capital improvement projects, meet debt service requirements, provide for sufficient operating reserves and maintain the utility’s self-sufficiency over a 5-year period. Moving forward, staff recommends evaluating fees every two years, with a more in depth study every 4-5 years to address capital projects and rapid growth.

The key assumptions used in the rate study are as follows:

- Residential growth: 650 taps per year
- Target Reserves: 90 days of operations plus one year’s depreciation expense
- Debt Service Coverage: As required by the respective debt covenants

### Permit-Related Fees

Water and wastewater tap fees, water dedication fees, and storm drainage impact fees (among other fees) are paid at the time of issuance of a building permit. The following discussion presents the proposed changes to these fees.

### Water Tap Fee and Fee in Lieu of Water Dedication

These fees are collected on all new residential and non-residential construction that requires connection to the water system. These fees are a one-time charge to the customer for their proportional share of capacity of the system infrastructure in the case of the water tap fee and annual water requirements in the case of the fee in lieu of water dedication. These fees are used to defray the capital costs of expanding the system facilities and to recover the cost of growth to the system.

Below is a schedule of current and proposed water tap fee and fee in lieu of water dedication.

Meter Size	Water Tap Fee		Fee in Lieu of Water Dedication	
	Current	Proposed	Current	Proposed
3/4 inch	12,050	17,290	16,243	31,400
1 inch	20,080	28,820	(a)	(a)
1.5 inch	40,170	57,630	(a)	(a)
2 inch	64,270	92,210	(a)	(a)
3 inch	120,500	172,900	(a)	(a)

4 inch	200,730	288,170	(a)	(a)
6 inch	401,670	576,340	(a)	(a)

*(a) Section 8-1-9 of this Code as it may be amended, defines the manner in which the Town determines the amount of fee in lieu of water dedication.*

### Wastewater Tap Fee

The wastewater tap fee is collected on all new residential and non-residential construction that requires connection to the wastewater system. The fee is a one-time charge to the customer for their proportional share of capacity of the system infrastructure. The fee is used to defray the capital costs of expanding the system facilities and to recover the cost of growth to the system, including a significant expansion of the Town’s North Water Reclamation Facility. No changes to the Wastewater Tap Fees are proposed at this time.

Meter Size	Wastewater Tap Fee	
	Current	Proposed
3/4 inch	8,860	8,860
1 inch	14,797	14,797
1.5 inch	29,533	29,533
2 inch	47,253	47,253
3 inch	88,600	88,600
4 inch	147,667	147,667
6 inch	295,333	295,333

### Storm Drainage Impact Fee

The storm drainage impact fee is collected on all new residential and non-residential construction that requires connection to the storm drainage system. No change in these fees is proposed at this time.

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Prosperous Economy
- ✓ Effective Governance
- ✓ Fiscally Responsible

**ATTACHMENTS:**

- Ordinance
- Presentation

**Town of Erie  
Ordinance No. \_\_\_-2024**

**An Ordinance of the Town Council of the Town of Erie Amending  
Section 8-1-3 of the Erie Municipal Code to Update the Town's Fee  
in Lieu of Water Dedication and Water Tap Fee**

**Whereas**, to cover the costs of certain services, the Town charges fees; and

**Whereas**, the Town has undertaken a Rate Study (the "2024 Rate Study") to analyze its Fee in Lieu of Water Dedication and Water Tap Fee; and

**Whereas**, the Town Council finds and determines that it is in the best interest of the Town and the public health, safety and welfare to update the Fee in Lieu of Water Dedication and the Water Tap Fee defined in Section 8-1-3 of the Erie Municipal Code in accordance with the 2024 Rate Study.

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

**Section 1.** The Fee in Lieu of Water Dedication and the Water Tap Fee defined in Section 8-1-3 are hereby amended as follows:

Potable water tap fee <sup>2</sup> :	
¾ inch <sup>6</sup>	\$17,290.00
1 inch	\$28,820.00
1½ inches	\$57,630.00
2 inches	\$92,210.00
3 inches	\$172,900.00
4 inches	\$288,170.00
6 inches	\$576,340.00
Fee in lieu of water dedication <sup>2</sup> (potable water rights fee):	
¾ inch	\$31,400 (See also note 4)
1 inch	See note 4
1½ inches	See note 4
2 inches	See note 4
3 inches	See note 4
4 inches	See note 4
6 inches	See note 4
Non-potable water tap fee <sup>4</sup> :	
Per acre-foot	\$17,410.00

**Notes**

<sup>1</sup> Building valuation shall be established by the building valuation data table excluding modifiers, as published by the International Code Council, and as updated from time to time. Beginning on January 1, 2022 the Building Valuation shall be determined by using the using the February 2015 Building Valuation Table, published by the International Code Council, for every year thereafter, the Building Valuation shall be established by using the first Building Valuation Data Table, published by the International Code Council in the preceding year.

<sup>2</sup> The fee in lieu of water dedication (potable water rights fee) and potable water tap fee are separate and distinct fees. The fee in lieu of water dedication shall be required as set forth in Section 8-1-9 and related sections. Potable water tap fees shall be required as set forth in Sections 8-1-8 and 8-1-18 and related sections.

<sup>3</sup> A Small Home is a dwelling unit described in Section 8-1-3 as having less than 1,000 square feet in size and a lot size of 2,000 square feet or less. An additional \$1,205.00 may be added to this tap fee for each additional 1,000 square feet of lot size. Townhomes and Condominium Units are dwelling units described in Section 8-1-3. This tap fee shall apply to Condominium Units with individual water taps.

<sup>4</sup> Section 8-1-9, as amended, defines the manner in which the town determines the amount of fees in lieu of water dedication.

<sup>5</sup> The non-potable water tap fee does not apply to town-owned property. For all other property, the non-potable tap fee includes the water rights fee, so no separate fee in lieu of dedication is required.

<sup>6</sup> For residential units which require a ¾ inch potable water tap but also require an automatic sprinkler system, the ¾ inch water tap fee shall be charged, but a Fireflow Surcharge of \$170.00 shall be added to the tap fee.

**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 24<sup>th</sup> day of September, 2024.**

\_\_\_\_\_  
Justin Brooks, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-449, **Version:** 1

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**SUBJECT:**

PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Providing for the Supplemental Appropriation of Money to Various Funds for the 2024 Budget Year

**DEPARTMENT:** Finance

**PRESENTER:** Sara Hancock, Director of Finance  
Cassie Bethune, Finance Manager

**TIME ESTIMATE:** 10 minutes

**FISCAL SUMMARY:**

Cost as Recommended:	See Ordinance and Packet
Balance Available:	Various
Budget Line Item Number:	Various
New Appropriation Required:	Yes

**POLICY ISSUES:**

Need for supplemental appropriation to accommodate the vehicle suppliers' schedules and to take advantage of current pricing.

**STAFF RECOMMENDATION:**

Staff recommends the Council approve the ordinance that provides for a supplemental appropriation for the 2024 budget year; this resolution facilitates procurement of 2025 fleet requests to enable timely manufacturer and vendor ordering.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Town of Erie adopted the 2024 Budget on Nov. 14, 2023. Staff is currently preparing the 2025 budget for the Council review and approval, which typically includes leases of new and replacement Fleet vehicles and equipment. However, due to updates to the timing required to place orders, the Town is looking to receive approval for leases and equipment in a special 2024 Fleet supplemental. Funds would be appropriated in 2024 to place orders, and in 2025 this budget would "rollover" to offset the appropriate expenses when vehicles and equipment are delivered in 2025.

**Fiscal Impact:**

The fiscal impact on each fund is described in the accompanying ordinance and packet.

**Council Priorities 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

**ATTACHMENTS:**

1. Ordinance 037-2024 and Schedule A
2. Fleet Supplemental Memo
3. Fleet Supplemental Reports

**Town of Erie  
Ordinance No. 037-2024**

**An Ordinance of the Town Council of the Town of Erie Providing  
for the Supplemental Appropriation of Money to Various Funds for  
the 2024 Budget Year**

**Whereas**, on November 14, 2023, the Town Council adopted the Town's 2024 budget, and the Town made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget;

**Whereas**, in certain instances amounts expended and revenues received, as outlined in Schedule A attached hereto and incorporated herein, have exceeded the annual budget projections, and in other instances projected revenue receipts and expenditures will be less than budgeted;

**Whereas**, it is required by law and necessary to provide for the supplemental appropriation of expenditures in excess of the adopted 2024 budget; and

**Whereas**, on September 24, 2024, the Town Council held a properly-noticed public hearing on the supplemental appropriation.

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

**Section 1.** The amendments outlined in Schedule A are hereby made to the budgeted appropriations and corresponding adjustments are hereby made to the budgeted revenues and expenses of each fund listed.

**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 Resolution 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 24<sup>th</sup> day of September, 2024.**

---

Justin Brooks, Mayor

**Attest:**

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Debbie Stamp, Town Clerk

**SCHEDULE A**

	2024 Original Budget	1st Supplemental Appropriation	Fleet Supplemental Appropriation	2024 Revised Budget
<b>Revenues:</b>				
<b>General Fund</b>				
From unappropriated surpluses	\$ 54,192,739	\$ -	\$ -	\$ 54,192,739
From sources other than property taxes	47,996,681	3,264,978	-	51,261,659
From general property tax	6,089,125	(500,000)	-	5,589,125
<b>Total General Fund</b>	<b>108,278,545</b>	<b>2,764,978</b>	<b>-</b>	<b>111,043,523</b>
<b>Water Fund</b>				
From unappropriated surpluses	111,650,352	-	-	111,650,352
From sources other than property taxes	31,285,800	1,236,116	-	32,521,916
From general property tax	-	-	-	-
<b>Total Water Fund</b>	<b>142,936,152</b>	<b>1,236,116</b>	<b>-</b>	<b>144,172,268</b>
<b>Wastewater Fund</b>				
From unappropriated surpluses	28,121,563	-	-	28,121,563
From sources other than property taxes	12,124,000	-	-	12,124,000
From general property tax	-	-	-	-
<b>Total Wastewater Fund</b>	<b>40,245,563</b>	<b>-</b>	<b>-</b>	<b>40,245,563</b>
<b>Storm Drainage Operating Fund</b>				
From unappropriated surpluses	3,052,464	-	-	3,052,464
From sources other than property taxes	1,959,809	-	-	1,959,809
From general property tax	-	-	-	-
<b>Total Storm Drainage Operating Fund</b>	<b>5,012,273</b>	<b>-</b>	<b>-</b>	<b>5,012,273</b>
<b>Airport Fund</b>				
From unappropriated surpluses	199,099	-	-	199,099
From sources other than property taxes	1,340,543	304,985	-	1,645,528
From general property tax	-	-	-	-
<b>Total Airport Fund</b>	<b>1,539,642</b>	<b>304,985</b>	<b>-</b>	<b>1,844,627</b>
<b>Parks Improvement Impact Fund</b>				
From unappropriated surpluses	12,117,054	-	-	12,117,054
From sources other than property taxes	1,650,940	-	-	1,650,940
From general property tax	-	-	-	-
<b>Total Parks Improvement Impact Fund</b>	<b>13,767,994</b>	<b>-</b>	<b>-</b>	<b>13,767,994</b>
<b>Public Facilities Impact Fund</b>				
From unappropriated surpluses	10,496,371	-	-	10,496,371
From sources other than property taxes	2,615,920	-	-	2,615,920
From general property tax	-	-	-	-
<b>Total Public Facilities Impact Fund</b>	<b>13,112,291</b>	<b>-</b>	<b>-</b>	<b>13,112,291</b>
<b>Storm Drainage Impact Fund</b>				
From unappropriated surpluses	8,235,389	-	-	8,235,389
From sources other than property taxes	1,111,628	-	-	1,111,628
From general property tax	-	-	-	-
<b>Total Storm Drainage Impact Fund</b>	<b>9,347,017</b>	<b>-</b>	<b>-</b>	<b>9,347,017</b>
<b>Transportation Impact Fund</b>				
From unappropriated surpluses	26,086,265	-	-	26,086,265
From sources other than property taxes	4,065,740	2,063,128	-	6,128,868
From general property tax	-	-	-	-
<b>Total Transportation Impact Fund</b>	<b>30,152,005</b>	<b>2,063,128</b>	<b>-</b>	<b>32,215,133</b>

<b>Tree Impact Fund</b>				
From unappropriated surpluses	1,313,580	-	-	1,313,580
From sources other than property taxes	201,000	-	-	201,000
From general property tax	-	-	-	-
<b>Total Tree Impact Fund</b>	<b>1,514,580</b>	<b>-</b>	<b>-</b>	<b>1,514,580</b>
<b>Fleet &amp; Equipment Acquisition Fund</b>				
From unappropriated surpluses	478,718	-	-	478,718
From sources other than property taxes	1,045,449	-	-	1,045,449
From general property tax	-	-	-	-
<b>Total Fleet &amp; Equipment Acquisition Fund</b>	<b>1,524,167</b>	<b>-</b>	<b>-</b>	<b>1,524,167</b>
<b>Police Facilities Impact Fund</b>				
From unappropriated surpluses	786,327	-	-	786,327
From sources other than property taxes	454,100	-	-	454,100
From general property tax	-	-	-	-
<b>Total Trails &amp; Natural Areas Fund</b>	<b>1,240,427</b>	<b>-</b>	<b>-</b>	<b>1,240,427</b>
<b>Trails &amp; Natural Areas Fund</b>				
From unappropriated surpluses	4,558,608	-	-	4,558,608
From sources other than property taxes	3,079,000	-	-	3,079,000
From general property tax	-	-	-	-
<b>Total Trails &amp; Natural Areas Fund</b>	<b>7,637,608</b>	<b>-</b>	<b>-</b>	<b>7,637,608</b>
<b>Conservation Trust Fund</b>				
From unappropriated surpluses	1,037,564	-	-	1,037,564
From sources other than property taxes	-	-	-	-
From general property tax	-	-	-	-
<b>Total Conservation Trust Fund</b>	<b>1,037,564</b>	<b>-</b>	<b>-</b>	<b>1,037,564</b>
<b>Grants Fund</b>				
From unappropriated surpluses	-	-	-	-
From sources other than property taxes	2,214,588	3,749,962	-	5,964,550
From general property tax	-	-	-	-
<b>Total Grants Fund</b>	<b>2,214,588</b>	<b>3,749,962</b>	<b>-</b>	<b>5,964,550</b>
<b>Cemetery Fund</b>				
From unappropriated surpluses	386,949	-	-	386,949
From sources other than property taxes	-	-	-	-
From general property tax	-	-	-	-
<b>Total Cemetery Fund</b>	<b>386,949</b>	<b>-</b>	<b>-</b>	<b>386,949</b>
<b>Total Revenue and</b>				
Unappropriated Surpluses (a)	\$ 379,947,365	\$ 10,119,169	\$ -	\$ 390,066,534
<b>Revenues only (a)</b>	<b>\$ 117,234,323</b>	<b>\$ 10,119,169</b>	<b>\$ -</b>	<b>\$ 127,353,492</b>

(a) Totals for Memorandum Purposes Only

**SCHEDULE A**

**Expenditures:**

	2024 Original Budget	1st Supplemental Appropriation	Fleet Supplemental Appropriation	2024 Revised Budget
General Fund	\$ 64,102,362	\$ 15,884,953	\$ -	\$ 79,987,315
Water Fund	26,010,865	86,234,541	271,545	112,516,951
Wastewater Fund	21,618,270	2,235,935	262,195	24,116,400
Storm Drainage Operating Fund	4,076,625	3,848,772	607,531	8,532,928
Airport Fund	1,382,895	659,194	-	2,042,089
Parks Improvement Impact Fund	9,345,000	58,261	-	9,403,261
Public Facilities Impact Fund	250,000	10,232,149	-	10,482,149
Police Facilities Impact Fund	454,100	3,381,000	-	3,835,100
Storm Drainage Impact Fund	1,440,000	-	-	1,440,000
Transportation Impact Fund	1,084,274	17,440,050	-	18,524,324
Tree Impact Fund	134,000	-	-	134,000
Fleet & Equipment Acquisition Fund	1,045,449	202,022	2,333,395	3,580,866
Trails & Natural Areas Fund	4,916,340	902,834	-	5,819,174
Conservation Trust Fund	168,750	9,474	-	178,224
Grants Fund	2,214,588	3,749,962	-	5,964,550
Cemetery Fund	-	8,085	-	8,085
<b>Total Expenditures (a)</b>	<b>138,243,518</b>	<b>144,847,232</b>	<b>3,474,666</b>	<b>286,565,416</b>
<b>Less: Interfund Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures, Net of Transfers (a)</b>	<b>\$ 138,243,518</b>	<b>\$ 144,847,232</b>	<b>\$ 3,474,666</b>	<b>\$ 286,565,416</b>

(a) Totals for Memorandum Purposes Only

**SCHEDULE A**  
**Fund Summary:**

	Beginning Fund Balance/ Working Capital	Revenues	Expenditures	Change in Nonspendable Portion	Ending Fund Balance/ Working Capital
General Fund	\$ 54,192,739	\$ 56,850,784	\$ 79,987,315	\$ (5,787,941)	\$ 25,268,267
Water Fund	111,650,352	32,521,916	112,516,951	-	31,655,317
Wastewater Fund	28,121,563	12,124,000	24,116,400	-	16,129,163
Storm Drainage Operating Fund	3,052,464	1,959,809	8,532,928	-	(3,520,655)
Airport Fund	199,099	1,645,528	2,042,089	-	(197,462)
Parks Improvement Impact Fund	12,117,054	1,650,940	9,403,261	-	4,364,733
Public Facilities Impact Fund	10,496,371	2,615,920	10,482,149	-	2,630,142
Police Facilities Impact Fund	786,327	454,100	3,835,100	-	(2,594,673)
Storm Drainage Impact Fund	8,235,389	1,111,628	1,440,000	-	7,907,017
Transportation Impact Fund	26,086,265	6,128,868	18,524,324	-	13,690,809
Tree Impact Fund	1,313,580	201,000	134,000	-	1,380,580
Fleet & Equipment Acquisition Fund	478,718	1,045,449	3,580,866	-	(2,056,699)
Trails & Natural Areas Fund	4,558,608	3,079,000	5,819,174	-	1,818,434
Conservation Trust Fund	1,037,564	-	178,224	-	859,340
Grants Fund	-	5,964,550	5,964,550	-	-
Cemetery Fund	386,949	-	8,085	-	378,864
Fines & Forfeitures Fund	-	-	-	-	-
<b>Totals (a)</b>	<b>\$ 262,713,042</b>	<b>\$ 127,353,492</b>	<b>\$ 286,565,416</b>	<b>\$ (5,787,941)</b>	<b>\$ 97,713,177</b>

(a) Totals for Memorandum Purposes Only

**All Funds:**

From unappropriated surpluses	262,713,042	-	-	262,713,042	-
From sources other than property taxes	111,145,198	10,619,169	-	121,764,367	-
From general property tax	6,089,125	(500,000)	-	5,589,125	-
<b>Total All Funds</b>	<b>379,947,365</b>	<b>10,119,169</b>	<b>-</b>	<b>390,066,534</b>	<b>-</b>

**SUBJECT:**

..Title

PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Providing for the 2024 Supplemental Appropriation of Money to Various Funds for Fleet Leases and Purchases

..Body

**DEPARTMENT:** Finance

**PRESENTER:** Sara Hancock, Director of Finance  
Cassie Bethune, Budget & Fiscal Manager

**TIME ESTIMATE:** 10 minutes  
..only required for non-consent items

**FISCAL SUMMARY:**

Cost as Recommended:	See Ordinance and Packet
Balance Available:	Various
Budget Line Item Number:	Various
New Appropriation Required:	Yes

**POLICY ISSUES:**

This resolution facilitates procurement of 2025 fleet requests to enable timely manufacturer and vendor ordering.

**STAFF RECOMMENDATION:**

..Recommendation

Staff recommends the Council approve the ordinance that provides for a supplemental appropriation for the 2024 budget year to place vehicle and equipment orders for the 2025 budget year.

..End

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Staff is preparing the 2025 budget for the Council review and approval. This budget will include current leases, we well as those for new and replacement Fleet vehicles. While generally these requests are submitted with the budget, due to the timing required to place orders, the Town is looking to receive approval for the leases and equipment in a special 2024 Fleet supplemental. Funds would be appropriated in 2024 in order to place orders, and in 2025 this budget would "rollover" to offset the appropriate expenses when vehicles are delivered in 2025.

Public Works staff worked closely with all departments and the Finance Department as part of this process. With the highly volatile auto industry that has been exacerbated by COVID over the last few years, we are asking to place orders now for 2025 fleet. Staff is looking to be at the front of the production queue as the manufacturing ordering windows are significantly shorter than normal.

Staff is working with Enterprise to replace the vehicles as listed below. Note that due to the unpredictable market, the replacement specified may change (i.e. Chevrolet to Ford or vice versa) due to availability and manufacturer production limits.

We continue to move forward with more electric vehicles as manufacturers are allowing more allocations than previous years. Additionally, we're coordinating additional EV charging stations around Town to accommodate them and offer services to the public.

The Town received the following vehicle and equipment requests:

Dept/Div	Current Vehicle #	Current Yr/Make/Model	Replaced With
<b>UT/Distribution, PW/Streets</b>	167*, 160	2020 Chevrolet C1500 2019 Chevrolet Colorado	2025 Ford F-150 Lightning (2)
<b>P&amp;R/Parks</b>	343, 345	2019 Ford F250 SD 2019 Ford F250 SD	2025 Ford F-350 (2)
<b>P&amp;R/Parks</b>	344	2019 Ford F250 SD	2025 Ford F-350 w/plow
<b>P&amp;R/Parks</b>	349	2019 Ford F550	2025 Ford F-550 w/plow & auger
<b>P&amp;R/Parks</b>	348*	2020 Chevrolet Colorado	2025 Nissan Frontier
<b>P&amp;R/Parks</b>	New	-	2025 Ford F-550
<b>PW/Facilities</b>	165	2019 Ford Transit Van	2025 Ford E-Transit Cargo Van
<b>PW/Streets</b>	164	2019 Ford F250 SD	2025 Ford F-250
<b>P&amp;R/Recreation</b>	New	-	2025 Ford F-150 Lightning
<b>P&amp;R/Recreation</b>	505	2014 Chevrolet G4500 Passenger Van	2025 Ford E-450 Passenger Van
<b>UT/Water Treatment</b>	807*	2020 Toyota Rav4	2025 Ford F-150 Lightning
<b>P&amp;D/Building</b>	New	-	2025 Nissan Ariya
<b>UT/Fleet</b>	171*	2020 Chevrolet Bolt	2025 Nissan Leaf

\* Leased unit

Dept/Div	Current Vehicle #	Current Yr/Make/Model	Replaced With
<b>PD/Investigations</b>	New, 749	- 2016 Dodge Charger (auctioned)	2025 Ford F-150 Lightning (2)
<b>PD/Investigations</b>	760*	2020 Jeep Grand Cherokee	2025 Ford F-350 (2)
<b>PD/Patrol</b>	NEW, 763*, 764*, 765*, 766*, 759*	- 2020 Ford Police Interceptor 2020 Ford Police Interceptor Hybrid 2020 Ford Police Interceptor Hybrid 2020 Ford Police Interceptor	2025 Ford F-350 w/plow

		2020 Ford Police Interceptor	
PD/Patrol	761*, 762*, 767*	2020 Ford Police Interceptor 2020 Ford Police Interceptor 2020 Ford Police Interceptor	2025 Ford F-550 w/plow & auger

Dept/Div	Current Equipment #	Current Yr/Make/Model	Replaced With
PW/Streets	1133	1987 BT Trailer	2024 PJ Trailer F8202
PW/Streets	1623	1996 BT Trailer	2024 PJ Trailer F8222
UT/Storm Maint	New	-	2024 PJ Trailer Side Dump
P&R/Recreation	506	2015 E-Z GO Terrain 1000	2024 E-Z Go
UT/Water Treatment	203	1996 John Deere 5400	2024 Bobcat Skidsteer
UT/Water Treatment	206	2014 Golf Cart	2023 Carryall Club Car
UT/Collections	New	-	2025 Vactor Easement Machine
UT/Distribution	1063	2015 Tow Master Trailer	2025 PJ Tilt Trailer
P&R/Open Space	327	2013 John Deere Z950A	2024 John Deere Z970R
P&R/Open Space	331	2013 Bobcat 5600 Toolcat	2024 Bobcat Toolcat
P&R/Open Space	New	-	2024 John Deere Q810E
P&R/Open Space	New	-	2024 Wacker Neuson Drum Roller
P&R/Open Space	New	-	2024 Bobcat Track Loader
P&R/Open Space	332	2015 Toro Z-Turn 74267	2024 Stihl Wide Area Mower
UT/Meters	New	-	2025 Wachs Hydro-Vac Trailer
UT/Storm Maint	New	-	2025 Vactor 2100i Sewer Cleaner
UT/Wastewater Treatment	New	-	2024 TRUVAC TRX500
P&R/Open Space	New	-	2024 Bobcat Stand On Aerator
P&R/Open Space	New	-	2024 Toro Dingo Ultra Buggy
UT/Fleet	132	2006 Bobcat S250	2024 Bobcat T770
PW/Streets	147	2015 International 7400 Dump Truck	2024 International HV513
PD/Patrol	New	-	SpeedAlert Radar Message Sign

Current/continuing vehicle leases are also included in this supplemental, and these amounts will also rollover into 2025, with the lease schedule attached for those units.

Staff received the following quotes for requested units. For the vehicles that require a 50% down payment for the aftermarket options, the remaining cost for the aftermarket options are included in the lease payments.

Dept/Div	Vehicle	Monthly <sup>^</sup>	Annual*	Down Payment**	Acct Number
<b>UT/Distribution PW/Streets</b>	2025 Ford F-150 Lightning (2)	2,849.46	34,193.52	-	500-75-720-706000-200292 400-70-710-706000-200290
<b>P&amp;R/Parks</b>	2025 Ford F-350 (2)	2,366.56	28,398.72	4,788.50	400-50-810-706000-200290
<b>P&amp;R/Parks</b>	2025 Ford F-350 w/plow	1,247.09	14,965.08	10,239.00	400-50-810-706000-200290
<b>P&amp;R/Parks</b>	2025 Ford F-550 w/plow & auger	2,091.83	25,101.96	25,559.00	400-50-810-706000-200290
<b>P&amp;R/Parks</b>	2025 Nissan Frontier	724.54	8,694.48	-	400-50-810-706000-200290
<b>P&amp;R/Parks</b>	2025 Ford F-550	1,752.26	21,027.12	15,939.00	400-50-810-706000-200290
<b>PW/Facilities</b>	2025 Ford E-Transit Cargo Van	1,189.39	14,272.68	1,904.75	400-70-440-706000-200290
<b>PW/Streets</b>	2025 Ford F-250	1,255.43	15,065.16	10,458.50	400-70-710-706000-200290
<b>P&amp;R/Recreation</b>	2025 Ford F-150 Lightning	1,376.80	16,521.60	-	400-50-820-706000-200290
<b>P&amp;R/Recreation</b>	2025 Ford E-450 Passenger Van	2,420.07	29,040.84	-	400-50-820-706000-200290
<b>UT/Water Treatment</b>	2025 Ford F-150 Lightning	1,404.34	16,852.08	-	500-75-740-706000-200290
<b>P&amp;D/Building</b>	2025 Nissan Ariya	911.54	10,938.48	-	400-30-860-706000-200290
<b>UT/Fleet</b>	2025 Nissan Leaf	558.52	6,702.24	-	400-75-450-706000-200290
	<b>Annual Lease Total</b>		<b>241,773.96</b>		
	<b>Aftermarket Down Payments</b>			<b>68,888.75</b>	
	<b>Total First Year Payment</b>		<b>310,662.71</b>		

\* Annual cost is monthly lease \* 12 months \* number of units.

\*\* Down payment is after-market down payment needed \* number of units

<sup>^</sup> The actual unit cost was estimated based on 2024 pricing. Actual costs may vary

Dept/Div	Vehicle	Monthly <sup>^</sup>	Annual*	Down Payment**	Acct Number
<b>PD/Investigations</b>	2025 Chevrolet Blazer (2)	2,235.42	26,825.04	11,364.00	400-60-620-706000-200290
<b>PD/Investigations</b>	2025 Jeep Grand Cherokee	1,305.77	15,669.24	5,681.87	400-60-620-706000-200290
<b>PD/Patrol</b>	2025 Ford Interceptor (6)	10,430.82	125,169.84	80,235.00	400-60-630-706000-200290
<b>PD/Patrol</b>	2025 Chevrolet Tahoe (3)	5,696.88	68,362.56	52,902.00	400-60-630-706000-200290
	<b>Annual Lease Total</b>		<b>236,026.68</b>		
	<b>Aftermarket Down Payments</b>			<b>150,182.87</b>	
	<b>Total First Year Payment</b>		<b>386,209.55</b>		

With the approval of these leases, staff will sign the quotes and start the ordering process. Note all items are anticipated to be delivered in 2025 and payments for the leases started upon delivery; therefore, no money will be spent for these in 2024.

These are five-year lease options for non-PD vehicles and four-year lease options for PD vehicles. The first year’s estimated cost is \$696,872.26 which includes the first year of the lease and half of the after-market costs. The other half of the after-market costs are included in the lease payments.

With budget approval of equipment requests below, staff can start the ordering process on the long lead items. All equipment will be delivered in 2025 or later, but in order to place the orders the budget needs to be appropriated.

Dept/Div	Equipment	Vendor	Total	Acct Number
<b>PW/Streets</b>	2024 PJ Trailer F8202	Trailer Source	11,650.00	400-70-710-601200-200294
<b>PW/Streets</b>	2024 PJ Trailer F8222	Trailer Source	13,000.39	400-70-710-601200-200294
<b>UT/Storm Maint</b>	2024 PJ Trailer Side Dump	Trailer Source	17,508.55	520-75-760-601200-200293
<b>P&amp;R/Recreation</b>	2024 E-Z Go	Sams Club	11,750.00	400-50-820-601200-200294
<b>UT/Water Treatment</b>	2024 Bobcat Skidsteer	Bobcat of the Rockies	58,241.48	500-75-740-601200-200294
<b>UT/Water Treatment</b>	2023 Carryall Club Car	Colorado Golf and Turf	12,217.95	500-75-740-601200-200294
<b>UT/Collections</b>	2025 Vactor Easement Machine	Joe Johnson Equipment	102,630.50	510-75-730-601200-200293
<b>UT/Distribution</b>	2025 PJ Tilt Trailer	Trailer Source	13,969.05	500-75-720-601200-200294
<b>P&amp;R/Open Space</b>	2024 John Deere Z970R	Potestio Brothers Equipment	15,335.63	400-50-810-601200-200294
<b>P&amp;R/Open Space</b>	2024 Bobcat Toolcat	Bobcat of the Rockies	80,149.92	400-50-810-601200-200294
<b>P&amp;R/Open Space</b>	2024 John Deere Q810E	Potestio Brothers Equipment	8,698.23	400-50-810-601200-200293
<b>P&amp;R/Open Space</b>	2024 Wacker Neuson Drum Roller	Faris Machinery	26,060.00	400-50-810-601200-200293
<b>P&amp;R/Open Space</b>	2024 Bobcat Track Loader	Bobcat of the Rockies	78,525.28	400-50-810-601200-200293
<b>P&amp;R/Open Space</b>	2024 Stihl Wide Area Mower	Earl’s Saw Shop	19,950.00	400-50-810-601200-200294
<b>UT/Meters</b>	2025 Wachs Hydro-Vac Trailer	Intermountain Sales	59,875.00	500-75-770-601200-200293
<b>UT/Storm Maint</b>	2025 Vactor 2100i Sewer Cleaner	Joe Johnson Equipment	579,000.00	520-75-760-601200-200293
<b>UT/Wastewater Treatment</b>	2024 TRUVAC TRX500	Joe Johnson Equipment	151,000.00	510-75-750-601200-200293
<b>P&amp;R/Open Space</b>	2024 Bobcat Stand On Aerator	Bobcat of the Rockies	11,465.16	400-50-810-601200-200293
<b>P&amp;R/Open Space</b>	2024 Toro Dingo Ultra Buggy	LL Johnson	21,414.00	400-50-810-601200-200293

<b>UT/Fleet</b>	2024 Bobcat T770	Bobcat of the Rockies	82,310.00	400-75-450-601200-200294
<b>PW/Streets</b>	2024 International HV513	McCandless & Kois Brothers	583,361.65	400-70-710-601200-200294
<b>PD/Patrol</b>	SpeedAlert Radar Message Sign	All Traffic Solutions	18,505.72	400-60-630-601200-200294
<b>P&amp;R/Open Space</b>	Vertidrain Deep Time Aerator	Potestio Brothers Equipment	43,900.00	400-50-810-600190-200293
<b>P&amp;R/Open Space</b>	AE72 Tow Behind Aerator	Bobcat of the Rockies	9,800.00	400-50-810-600190-200293
<b>P&amp;R/Open Space</b>	Compressor	Faris Machinery	29,100.00	400-50-810-600190-200293
<b>P&amp;R/Open Space</b>	Tow Behind Native Seeder	Potestio Brothers Equipment	45,600.00	400-50-810-600190-200293
<b>P&amp;R/Open Space</b>	Grapple Attachment	Quality Wood & Metal Designs	21,900.00	400-50-810-600190-200293
	<b>Total Cost</b>		<b>2,126,918.51</b>	

**Council Priorities 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

**ATTACHMENTS:**

1. Ordinance xxx and Schedule A
2. Supplemental Memo
3. Supplemental Reports

# Fleet & Equipment Acquisition Fund - 400

Leases			
Department	Account ID	Description	Total Expenses
Planning	400-30-860-706000-200290	Planning Building New Vehicles	\$10,938.48
Planning	400-30-860-706000-200290	Planning Vehicle Leases	\$21,949.38
Parks & Rec	400-50-810-706000-200290	Parks Replacement Vehicles	\$117,746.74
Parks & Rec	400-50-810-706000-200290	Parks New Vehicles	\$36,966.12
Parks & Rec	400-50-810-706000-200290	Parks Vehicle Leases	\$162,174.45
Parks & Rec	400-50-820-706000-200290	Rec Replacement Vehicles	\$29,040.84
Parks & Rec	400-50-820-706000-200290	Rec New Vehicles	\$16,521.60
Parks & Rec	400-50-820-706000-200290	Rec Vehicle Leases	\$9,931.51
Police	400-60-620-706000-200290	Police Investigations Replacement Vehicles	\$40,445.63
Police	400-60-620-706000-200290	Police Investigations New Vehicles	\$19,094.52
Police	400-60-620-706000-200290	Police Investigations Vehicle Leases	\$49,856.90
Police	400-60-630-706000-200290	Police Patrol Replacement Vehicles	\$292,435.26
Police	400-60-630-706000-200290	Police Patrol New Vehicles	\$34,234.14
Police	400-60-630-706000-200290	Police Patrol Vehicle Leases	\$202,551.48
Public Works	400-70-420-706000-200290	Engineering Vehicle Leases	\$6,243.78
Public Works	400-70-440-706000-200290	Facilities Replacement Vehicles	\$16,177.43
Public Works	400-70-440-706000-200290	Facilities Vehicle Leases	\$14,772.55
Public Works	400-70-710-706000-200290	Streets Replacement Vehicles	\$42,620.42
Public Works	400-70-710-706000-200290	Streets Vehicle Leases	\$35,070.51
Utilities	400-75-450-706000-200290	Fleet Replacement Vehicles	\$6,702.24
Utilities	400-75-450-706000-200290	Fleet Vehicle Leases	\$35,445.27
<b>Total</b>			<b>\$1,200,919.25</b>

Equipment			
Department	Account ID	Description	Total Expenses
Parks & Rec	400-50-810-600190-200293	Grapple Attachment	\$21,900.00
Parks & Rec	400-50-810-600190-200293	Vertidrain Deep Time Aerator	\$43,900.00
Parks & Rec	400-50-810-600190-200293	Tow Behind Native Seeder	\$45,600.00
Parks & Rec	400-50-810-600190-200293	Compressor	\$29,100.00
Parks & Rec	400-50-810-600190-200293	AE72 Tow Behind Aerator	\$9,800.00
Parks & Rec	400-50-810-601200-200293	2024 Toro Dingo Tracked Swivel Ultra Buggy 2500-TS	\$21,414.00
Parks & Rec	400-50-810-601200-200293	2024 Bobcat AE305 Stand-on Aerator	\$11,465.16
Parks & Rec	400-50-810-601200-200293	2024 Bobcat T740 T4 V2 Compact Track Loader	\$78,525.28
Parks & Rec	400-50-810-601200-200293	2024 Wacker Neuson RD12L Ride-On Double Drum Roller	\$26,060.00
Parks & Rec	400-50-810-601200-200293	2024 John Deere Q810E Commercial QuickTrak E Series	\$8,698.23
Parks & Rec	400-50-810-601200-200294	2024 Stihl RZA760 60" Battery Wide Area Mower	\$19,950.00
Parks & Rec	400-50-810-601200-200294	2024 Bobcat Toolcat UW56	\$80,149.92
Parks & Rec	400-50-810-601200-200294	2024 John Deere Z970R ZTrak	\$15,335.63
Parks & Rec	400-50-820-601200-200294	2024 E-Z-GO Valor 6 48V	\$11,750.00
Police	400-60-630-601200-200294	Speed Alert 24 Radar Message Sign	\$18,505.72
Public Works	400-70-710-601200-200294	2024 International HV513 6X4	\$583,361.65
Public Works	400-70-710-601200-200294	2024 PJ F8222	\$13,000.39
Public Works	400-70-710-601200-200294	2024 PJ F8202	\$11,650.00
Utilities	400-75-450-601200-200294	2024 Bobcat T770	\$82,310.00
<b>Total</b>			<b>\$1,132,475.98</b>

# Water Fund - 500

Leases			
Department	Account ID	Description	Total Expenses
Utilities	500-75-720-706000-200290	Distribution Vehicle Leases	\$50,091.62

Utilities	500-75-720-706000-200292	Distribution Replacement Vehicles	\$17,096.76
Utilities	500-75-740-706000-200290	Water Treatment Replacement Vehicles	\$16,852.08
Utilities	500-75-740-706000-200290	Water Treatment Vehicle Leases	\$22,666.63
Utilities	500-75-770-706000-200290	Meters Vehicle Leases	\$20,534.53
<b>Total</b>			<b>\$127,241.62</b>

Equipment			
Department	Account ID	Description	Total Expenses
Utilities	500-75-720-601200-200294	2025 PJ Trailers Tilt Trailer	\$13,969.05
Utilities	500-75-740-601200-200294	2023 Club Car Carryall	\$12,217.95
Utilities	500-75-740-601200-200294	2024 S64 T4 Bobcat Skid Steer Loader	\$58,241.48
Utilities	500-75-770-601200-200293	2025 WACHS Hydro-Vac Trailer	\$59,875.00
<b>Total</b>			<b>\$144,303.48</b>

## Wastewater Fund - 510

Leases			
Department	Account ID	Description	Total Expenses
Utilities	510-75-750-706000-200290	Wastewater Treatment Vehicle Leases	\$8,564.74
<b>Total</b>			<b>\$8,564.74</b>

Equipment			
Department	Account ID	Description	Total Expenses
Utilities	510-75-730-601200-200293	2025 Vactor Easement Machine	\$102,630.50
Utilities	510-75-750-601200-200293	2024 TRUVAC TRXX 500	\$151,000.00
<b>Total</b>			<b>\$253,630.50</b>

## Storm Drainage Operating Fund - 520

Leases			
Department	Account ID	Description	Total Expenses
Utilities	520-75-760-706000-200290	Drainage Operations Vehicle Leases	\$11,022.15
<b>Total</b>			<b>\$11,022.15</b>

Equipment			
Department	Account ID	Description	Total Expenses
Utilities	520-75-760-601200-200293	2025 Vactor 2100i Combination Sewer Cleaner	\$579,000.00
Utilities	520-75-760-601200-200293	2024 PJ Trailers 83" Low Pro High Side Dump	\$17,508.55
<b>Total</b>			<b>\$596,508.55</b>

## Fund Totals

Fleet & Equipment Acquisition Fund	\$ 2,333,395.23
Water Fund	\$ 271,545.10
Wastewater Fund	\$ 262,195.24
Storm Drainage Operating Fund	\$ 607,530.70
<b>Total All Funds</b>	<b>\$ 3,474,666.27</b>

# Fleet Lease Schedule

Department	Unit	Annual Amount
Planning	400-30-860-706000-200290	\$ 21,949.38
	Unit 608	\$ 5,458.42
	Unit 609	\$ 5,458.42
	Unit 610	\$ 5,516.27
	Unit 611	\$ 5,516.27
Parks & Rec	400-50-810-706000-200290	\$ 162,174.45
	Unit 351	\$ 7,405.74
	Unit 352	\$ 7,444.06
	Unit 357	\$ 7,505.98
	Unit 358	\$ 7,324.66
	Unit 359	\$ 7,324.66
	Unit 360	\$ 9,564.42
	Unit 362	\$ 10,805.36
	Unit 363	\$ 9,666.39
	Unit 364	\$ 11,824.07
	Unit 365	\$ 7,826.48
	Unit 366	\$ 12,645.27
	Unit 367	\$ 11,824.07
	Unit 368	\$ 6,807.76
	Unit 371	\$ 12,530.20
	Unit 373	\$ 12,167.93
Unit 377	\$ 11,906.88	
Unit 507	\$ 7,600.53	
Parks & Rec	400-50-820-706000-100420	\$ 9,931.51
	Unit 509	\$ 9,931.51
Police	400-60-620-706000-200290	\$ 49,856.90
	Unit 781	\$ 14,497.66
	Unit 782	\$ 17,712.00
Police	400-60-630-706000-200290	\$ 17,647.24
	Unit 783	\$ 17,647.24
	Unit 767	\$ 202,551.48
	Unit 768	\$ 13,993.62
	Unit 769	\$ 12,944.75
	Unit 770	\$ 12,991.47
	Unit 771	\$ 13,105.56
	Unit 772	\$ 13,681.04
	Unit 773	\$ 16,171.95
	Unit 774	\$ 15,131.98
	Unit 775	\$ 14,449.58
	Unit 776	\$ 10,071.55
	Unit 777	\$ 20,584.34
	Unit 778	\$ 15,310.33
Unit 779	\$ 15,696.83	
Unit 780	\$ 17,365.31	
Unit 780	\$ 11,053.18	
Public Works	400-70-420-706000-200290	\$ 6,243.78
	Unit 407	\$ 6,243.78

Public Works	400-70-440-706000-200290	\$	14,772.55
		Unit 183 \$	5,528.38
		Unit 189 \$	9,244.17
Utilities	400-75-450-706000-200290	\$	35,445.27
		Unit 180 \$	5,523.68
		Unit 185 \$	9,754.26
		Unit 186 \$	7,773.95
		Unit 190 \$	12,393.37
Public Works	400-70-710-706000-200290	\$	35,070.51
		Unit 179 \$	11,077.53
		Unit 187 \$	23,992.98
Utilities	500-75-720-706000-200290	\$	50,091.62
		Unit 172 \$	20,088.34
		Unit 175 \$	7,213.67
		Unit 182 \$	13,080.59
		Unit 184 \$	9,709.03
Utilities	500-75-740-706000-200290	\$	22,666.63
		Unit 808 \$	8,315.68
		Unit 809 \$	9,069.15
		Unit 810 \$	5,281.80
Utilities	500-75-770-706000-200290	\$	20,534.53
		Unit 166 \$	6,167.15
		Unit 177 \$	6,385.67
		Unit 178 \$	7,981.72
Utilities	510-75-750-706000-200290	\$	8,564.74
		Unit 209 \$	8,564.74
Utilities	520-75-760-706000-200290	\$	11,022.15
		Unit 181 \$	11,022.15
	<b>Grand Total</b>	<b>\$</b>	<b>650,875.50</b>



# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

**File #:** 24-327, **Version:** 1

**SUBJECT:**

**PUBLIC HEARING:** An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Chapter 9 of Title 4 of the Erie Municipal Code, to Establish Licensing Procedures for Medical and Retail Marijuana Businesses in the Town, and Amending Title 10 of the Erie Municipal Code (the "UDC") Regarding Use-specific Standards for Marijuana Businesses, Adding a Definition for "Marijuana Business" and Repealing and Reenacting the Definition of "School"

**DEPARTMENT:** Economic Development  
Administration  
Planning & Development

**PRESENTER(S):** Stephanie Pitts-Noggle, Economic Development Manager  
Amy Teetzel, Director of Administrative Operations  
Kelly Driscoll, Planning Manager

**TIME ESTIMATE:** 60 minutes

**POLICY ISSUES:**

Whether to adopt an ordinance allowing for the sale of retail (both recreational and medical) marijuana within the Town of Erie, thereby ending the moratorium on marijuana sales in the Town, pending the results of the November 2024 ballot initiative imposing a 5% excise tax on the sale thereof.

**STAFF RECOMMENDATION:**

Two versions of the ordinance are attached and provided for consideration by Town Council. On Aug. 7, 2024, the Planning Commission voted 3-2 to amend the proposed ordinance (attached as "Option 2") and impose an additional location requirement prohibiting marijuana sales within 500 feet of any park or open space. Based on best practices and the zoning requirements in place within neighboring communities, staff recommends the Council approve the original ordinance as written (attached as "Option #1") and allow voters to decide the future of marijuana sales in Erie.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Since 2012, the Town of Erie has had a moratorium in place banning the sale of retail marijuana. In the 2021 and 2023 community surveys the majority of Erie respondents stated they were in favor of overturning the moratorium, pending the adoption of robust zoning requirements and a 5% excise

tax on any marijuana sales. In response, Town Council determined the issue of ending the moratorium should be put to residents as a ballot item in November 2024. Ballot language imposing a 5% excise tax on the sale of marijuana was approved by Town Council for the November 2024 election on July 23, 2024. Should the ballot measure pass, the proposed ordinance delineating zoning and licensing requirements for retail marijuana stores would then go into effect on Jan. 1, 2025.

This ordinance establishes a maximum of two stores within the Town of Erie limits, with zoning and licensing requirements prohibiting marijuana sales within set distances of nearby schools, residential zoning, and other marijuana stores, with a maximum store size of 5,000 sq. ft. While there are considerations regarding the harmful impacts from abuse of marijuana, especially among youth, staff believes the residents of Erie should decide the future of marijuana sales in the Town.

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Prosperous Economy
- ✓ Fiscally Responsible

**ATTACHMENT(S):**

1. Ordinance No. 031-2024 (Option #1, recommended by Town staff)
2. Ordinance No. 031-2024 (Option #2, recommended by Planning Commission)
3. Notice of Public Hearing - Colorado Hometown Weekly 9.4.2024
4. Staff Presentation

**Town of Erie  
Ordinance No. 031-2024**

**An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Chapter 9 of Title 4 of the Erie Municipal Code, to Establish Licensing Procedures for Medical and Retail Marijuana Businesses in the Town, and Amending Title 10 of the Erie Municipal Code (the "UDC") Regarding Use-specific Standards for Marijuana Businesses, Adding a Definition for "Marijuana Business" and Repealing and Reenacting the Definition of "School"**

**Whereas**, all marijuana sales are currently prohibited within the Town;

**Whereas**, the Town Council desires to permit medical and retail marijuana sales within the Town; and

**Whereas**, the Town Council wishes to establish licensing procedures to regulate the sale of medical and retail marijuana within the Town.

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

**Section 1.** The Noncriminal Violations Table in Section 1-4-6A of the Erie Municipal Code is hereby amended by the addition of the following:

4-9-10	Marijuana business violations
--------	-------------------------------

**Section 2.** References to Chapters 9 and 11 of Title 4 in the Criminal Violation Table in Section 1-4-6B of the Erie Municipal Code are hereby repealed.

**Section 3.** Chapter 9 of Title 4 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

**Chapter 9  
Marijuana Businesses**

**4-9-1 – Authority, scope, and purpose.**

A. The Town Council hereby finds and declares that it has the power to adopt this Chapter and the prohibitions set forth herein pursuant to Article XVIII, §§ 14 and 16 of the Colorado Constitution; the Colorado Marijuana Code, C.R.S. § 44-10-101, *et seq.*, C.R.S. § 29-20-101, *et seq.*, and Title 31, C.R.S.

B. Except as otherwise specifically provided herein, this Chapter incorporates the requirements and procedures set forth in the Colorado

Marijuana Code and the Colorado Marijuana Rules. In the event of any conflict between the provisions of this Chapter and the provisions of the Colorado Marijuana Code, including its rules or any other applicable State or local law, the more restrictive provision shall control.

C. The purpose of this Chapter is to provide for the regulation, control, and licensing of the sale of retail and medical marijuana and retail and medical marijuana products within the Town for the purpose of protecting the health, safety, and welfare of Town residents and guests.

#### **4-9-2 – Definitions.**

As used in this Chapter, the following terms shall have the following meanings, provided that other terms not specifically enumerated in this Section shall be defined as set forth in § 14 of Article XVIII of the Colorado Constitution, § 16 of Article XVIII of the Colorado Constitution, the Colorado Marijuana Code, and the Colorado Marijuana Rules:

*Advertise, advertising, or advertisement:* The act of drawing the public's attention to a marijuana business to promote the sale of marijuana or marijuana products by the business.

*Applicant:* A person that has submitted an application for licensure, an application for renewal of licensure, or any other application pursuant to or required by this Chapter.

*Good cause:* Any of the following:

1. The applicant or licensee has violated, does not meet, or has failed to comply with any terms, requirements, conditions, or provisions of this Chapter, the Colorado Marijuana Code, the Colorado Marijuana Rules, or any applicable State or local law, rule, or regulation.
2. The licensed premises have operated in a manner that adversely affects public health, welfare, or safety. Evidence to support such a finding may include without limitation a continuing pattern of drug-related criminal conduct upon or in the immediate vicinity of the marijuana business, a continuing pattern of criminal conduct directly related to or arising from the operation of the marijuana business, or an ongoing nuisance condition emanating from or caused by the operation of the marijuana business.
3. The applicant or licensee knowingly submitted a false application, made willful misrepresentations, or knowingly committed fraudulent acts when applying for its license.
4. The applicant or licensee's criminal background check performed by the Town, in its sole discretion, returned a history of criminal convictions. If there is a finding of criminal convictions in a

criminal background check, the local licensing authority may consider any information provided by the applicant or licensee regarding the finding of criminal convictions, including without limitation evidence of rehabilitation, character references, and educational achievements, especially those items pertaining to the period of time between the applicant's last criminal conviction and the consideration of the application for a marijuana business license.

5. The applicant or licensee has failed to comply with any special terms or conditions placed on its license pursuant to an order of the State or the local licensing authority, including those terms and conditions that were established at the time of issuance of the license and those imposed as a result of any renewal or suspension proceedings held subsequent to the date of issuance of the license.

6. The applicant or licensee has been found to be currently delinquent in the payment of any State or local taxes, and record of such delinquency has been filed in a court having jurisdiction or has been made a public record by some other lawful means.

*Licensed premises:* The premises specified in an application for a license under this Chapter.

*Limited access area:* A building, room, or other contiguous area upon the licensed premises where marijuana is stored, weighed, packaged, sold, possessed for sale, or transferred, under control of the licensee.

*Marijuana:* All parts of the plant of the genus *Cannabis*, whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. Marijuana does not include industrial hemp, nor does it include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

*Marijuana accessories:* Equipment, products, or materials of any kind that are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

*Marijuana business:* A medical marijuana business, a retail marijuana business, or a combination of each business in a single location.

*Marijuana product:* All parts of the plant of the genus Cannabis, whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including without limitation concentrate, that is produced at a marijuana products manufacturer and intended for use or consumption, including without limitation edible products, ointments, and tinctures.

*Medical marijuana:* Marijuana, marijuana concentrate, and marijuana products for "medical use" as defined in § 14(1)(b) of Article XVIII of the Colorado Constitution, that are cultivated, manufactured, distributed, or sold by a marijuana business.

*Medical marijuana business:* An entity licensed by the Town and State to purchase marijuana from marijuana cultivation facilities or marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to medical patients for medical use.

*Retail marijuana business:* An entity licensed by the Town and State to purchase marijuana from marijuana cultivation facilities or marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

*Transfer of ownership:* A change of ownership or corporate structure of any licensee holding a marijuana business license that requires a change of owner application pursuant to the Colorado Marijuana Rules.

#### **4-9-3 – License required.**

- A. The local licensing authority may approve and issue licenses for marijuana businesses.
- C. License applications shall be reviewed and acted upon by the local licensing authority in the order in which complete applications are received.
- D. It is unlawful for any person to operate a marijuana business in the Town without first obtaining a license under this Chapter. A separate license is required for each specific business or business entity and for each geographical location. A separate license for a medical marijuana business and retail marijuana business is required for marijuana businesses that operate both types of business in a single location.
- E. The license required by this Chapter shall be in addition to any other licensing and permitting requirements imposed by any other federal, state, or local law. Each marijuana business shall obtain a Town business license.

#### **4-9-4 – Location.**

- A. The maximum number of distinct marijuana business locations within the Town shall not exceed two (2) at any point in time. For purposes of this limitation, a marijuana business that operates as a retail marijuana

business and a medical marijuana business at a single location shall only constitute one (1) distinct marijuana business location.

B. Each marijuana business shall comply with the location and size requirements in Section 10-3-2 of this Code.

C. Upon receipt of an application for a retail marijuana license from the State licensing authority:

1. The Town Clerk shall initially determine, in consultation with the Planning and Development Department, whether the proposed location complies with Section 10-3-2 of this Code. If the Town Clerk determines that that proposed location would not so comply, the Town Clerk shall notify the State licensing authority in writing that the application is denied by the Town. Otherwise, the Town Clerk shall notify the State licensing authority in writing that the Town's further consideration of the application is subject to the requirements in this Chapter.

2. The Town Clerk's failure to make such a finding shall not preclude the local licensing authority from finding that the proposed license is in violation of any applicable section of this Code, and to deny the issuance of a marijuana business license on this basis.

#### **4-9-5 – Local licensing authority.**

A. The Municipal Court shall serve as the local licensing authority (the "LLA") for all new license applications, renewal applications, change of manager requests, applications for transfer of ownership, applications for modifications of premises, show cause orders, and hearings on suspensions, revocations, and other disciplinary actions.

B. The LLA shall not have any financial interest in the operation of any business located or operating in the Town that holds a marijuana license.

C. The LLA shall have all powers and duties granted to local licensing authorities by the Colorado Marijuana Code, as amended, and this Chapter, including without limitation:

1. Considering applications for licensure and renewal of new marijuana businesses, changes of manager, transfers of ownership, modification of licensed premises, and changes of location.

2. Imposing reasonable terms and conditions on a license as may be necessary to protect the public health, safety, and welfare and to obtain compliance with this Chapter and applicable law.

3. Suspending, revoking, or refusing to renew a license for good cause, after notice and a hearing, and imposing fines and penalties related thereto.

4. Administering oaths and issuing subpoenas to require the presence of persons and the production of documents, data compilations, and other evidence at any hearing before the authority, to be served in the same manner as a subpoena issued by the Erie Municipal Court.

D. The LLA may: grant, approve, renew, or deny applications; conduct investigations as required by law or as appropriate to the administration of this Chapter; suspend or revoke licenses; levy penalties, sanctions, and other conditions against licensees; and promulgate rules and regulations for its administration of this Chapter.

E. On behalf of the LLA, the Town Clerk shall:

1. Receive all applications and fees, and issue those licenses granted by the LLA;
2. Attend all meetings of the LLA and serve as secretary of the LLA; and
3. Post and publish all required notices.

#### **4-9-6 – Applications.**

A. Applications for new licenses and renewals shall be made on forms provided by the Town Clerk. Applications shall be processed in the order received, provided that no application shall be processed until it is deemed complete by the Town Clerk.

B. Each application shall include the following, at a minimum:

1. Name, address, and date of birth for all controlling beneficial owners of the business and the proposed manager of the marijuana business.
2. Name and address of the marijuana business.
3. Proof of the applicant entity's legal status, and proof of the entity's registration with or certificate of good standing from the Colorado Secretary of State.
4. One of the following forms of identification for the applicant, all controlling beneficial owners of the marijuana business and the proposed manager of the marijuana business:
  - a. An operator, chauffeur, or similar type of driver's license issued by any State within the United States or U.S. Territory;
  - b. An identification card issued by any State for the purpose of proving age using requirements similar to those in C.R.S. §§ 42-2-302 and 42-2-303;
  - c. A U.S. military identification card;
  - d. A valid passport; or

- e. An enrollment card issued by the governing authority of a federally recognized tribe located in the State of Colorado.
5. The nonrefundable application or renewal fee as set by resolution of the Town Council.
6. Proof of workers' compensation insurance and public liability insurance, which at a minimum meets the current maximum liability amounts for injury to any single person, or for any injury to two (2) or more persons in any such occurrence, as set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.
7. A copy of the deed, lease, or contract reflecting the right of the applicant to possess the licensed premises, and if the applicant is not the owner, a notarized statement from the owner of such property authorizing the use of the property for a marijuana business.
8. A copy of any determination of social equity licensing eligibility issued by the State of Colorado, if applicable.
9. A valid Town business license.
10. A statement of whether any person holding any ownership in the marijuana business interest has:
  - a. Been denied an application for a marijuana license in this or any other state, or had any such license suspended or revoked; or
  - b. Been convicted of a felony or has completed any portion of a sentence due to a felony charge within the preceding seven (7) years.
11. A report from a certified industrial hygienist to verify that the marijuana business and its processes and procedures, including without limitation the sale and storage of marijuana, are in compliance with all applicable laws, rules, and regulations set forth in this Chapter and in the Colorado Marijuana Code and Colorado Marijuana Rules, and adequately designed and operated to protect the business, its employees, customers, the general public, and adjacent properties.
12. Copies of background checks, photo identification, and fingerprints of all persons who are required to request a finding of suitability by State law or regulation and any other person required by the local licensing authority, as well as a statement of all violations and penalties for any infractions and offenses by the applicant or applicants controlling beneficial owners, principal officers, managers, agents, or employees relating to any marijuana business in this or any other state, or a statement that no such violations or penalties have occurred.

13. A "to scale" diagram of the premises showing a site plan, building layout, all entries and exits, and all areas in which marijuana products will be stored or dispensed.

14. A comprehensive operations plan for the marijuana business including the following, at a minimum:

a. A detailed description and vicinity map of the proposed location, including a full address;

b. A general description of site improvements proposed, and the land development approvals required therefor;

c. A floor plan showing all interior dimensions of the premises and the layout of the marijuana business, including all limited access areas, areas of ingress and egress, and all security cameras; and

d. A description of the products to be sold.

15. A business plan, including the following, at a minimum:

a. A general description of the business;

b. Details of overall management and operations, including hours of operation, curricula vitae of all principal officers and managers, and staffing plans;

c. Commitments of the licensee toward staffing the establishment with a diverse and inclusive workforce, the planned recruitment process for filling positions, employee training, and advancement and benefits packages for all levels of staff;

d. Financial information demonstrating liquid assets of at least two hundred fifty thousand dollars (\$250,000) in the applicant's control, financial projections including assumptions used, and sources of funds; and

e. A description of the applicant's experience operating marijuana businesses in Colorado or elsewhere.

16. A community engagement plan, including the following, at a minimum:

a. The applicant's history of community and neighborhood involvement with other similar businesses;

b. Written policies and procedures to address community concerns and complaints;

c. A designated point of contact, with comprehensive contact information, for public questions and concerns; and

d. Measures and procedures for mitigating any impacts to the neighborhood, foreseen or unforeseen.

17. A security plan indicating how the applicant intends to comply with the Colorado Marijuana Code and the Colorado Marijuana Rules, as well as the following:

- a. Procedures for preventing the use or consumption of marijuana on the premises;
- b. Security measures to prevent unauthorized individuals from entering the limited access area portion of the premises;
- c. Plan to prevent theft or the diversion of marijuana, including maintaining all marijuana in a secure, locked room that is accessible only to authorized persons and, when the business is closed to the public, in a safe or vault or equivalent secured fixture;
- d. Type of alarm system and outdoor lighting to be used;
- e. Copy of the alarm system monitoring contract;
- f. Lighting plan showing the lighting outside of the premises for security purposes and compliance with applicable Town requirements; and
- g. Plan for preventing underage persons from entering the premises.

18. A sustainability plan that describes business practices that will be implemented to mitigate environmental impacts, including energy consumption, water consumption, and waste generation, which may include office operations and supplies, drinking water and other water usage, facility cleaning and waste handling.

19. A plan for disposal of any marijuana or marijuana product that is not sold in a manner that protects any portion thereof from being possessed or ingested by any person or animal, and for any waste generated by the business.

20. A plan for ventilation that will ensure the odor of marijuana cannot be detected by a person with a normal sense of smell at the exterior of the premises or at any adjoining property.

21. Any additional documents or information reasonably requested by the local licensing authority.

C. If the criminal history of an owner, member, manager, financier, or other person named on the application contains information regarding the conviction of a crime or previous denial or revocation of any marijuana or professional license, that person may include with the license application any information regarding such conviction, denial, or revocation. Such information may include without limitation evidence of rehabilitation, character references, and educational achievements, pertaining to the

period of time between the applicant's last criminal conviction and the date of the application.

D. The Town Clerk shall review each application for completeness. If the application is incomplete, the Town Clerk shall notify the applicant in writing of the application's deficiencies within twenty-one (21) days of receipt of the application. The applicant shall have twenty-one (21) days from the date of the notification to remedy the deficiencies. If the applicant fails to remedy the deficiencies within the specified period, the Town Clerk shall deny the application and notify the applicant of the denial. If the application is complete, the Town Clerk shall refer the application to the LLA.

E. When the Town Clerk finds an application to be complete, the Town Clerk shall notify all affected Town departments to determine whether the application is in full compliance with all State and local laws, rules, and regulations. The Town Clerk, upon review of all applicable information, shall prepare a report including the findings of such departments, to be submitted to the local licensing authority.

#### **4-9-7 – Public hearing.**

A. When a public hearing is required, the LLA shall schedule a public hearing to be held not less than thirty (30) days after the Town Clerk found the application complete. Notice of the public hearing shall be given in accordance with the Colorado Marijuana Code.

B. At the public hearing, the LLA shall evaluate each application on its own merit, not in comparison to other applications, based on a multi-factor balancing test, considering the criteria listed in this subsection and the totality of the circumstances, with the overall goal of approving applications that provide the greatest benefit to the Town and its inhabitants by offering and maintaining the safest environment, the best service, and the fewest negative impacts to the community.

C. When reviewing an application, the LLA shall consider the following criteria:

1. The applicant's experience operating a marijuana business in Colorado or any other State, including compliance with State and local laws, violations, or alleged violations thereof;

2. The convenience of the proposed location to the residents of the Town, considering any synergies, redundancies, or conflicts posed by the proposed locations of other marijuana business applications;

3. The applicant's demonstrated ability to operate and develop the proposed business in a highly regulated industry;

4. The applicant's demonstrated ability to operate an effective and lawful analogous business, if applicable;

5. Diversity of ownership of marijuana industry licenses or permits, including consideration of ownership of any active licenses or businesses located in the United States;

6. The quality and detail of the proposed business plan, community engagement plan, and other application materials;

7. The degree of detail and completeness provided in the application and the extent to which the application includes false or misleading information;

8. Community benefit, which includes providing a living wage and employee benefits and compliance with local, State, and federal employee non-discrimination policies;

9. Additional information that demonstrates the ability to operate in a safe and responsible manner in the Town, including without limitation a review of the quality and thoroughness of application materials, connection to the Town, ability to serve the Town, familiarity with the Town, and innovative business models consistent with the Erie community; and

10. Any other unique benefits the application would present to the inhabitants of the Town and any other factors that may be relevant.

#### **4-9-8 – Renewal.**

A. Each license shall be valid for one (1) year from the date of issuance.

B. The licensee shall notify the Town of its intent to renew its license at least forty-five (45) days prior to the expiration of the license.

C. The timely filing of a renewal application shall extend the current license until a decision is made on the renewal; provided that a licensee whose license has been expired for not more than ninety (90) days may file a late renewal application upon the payment of a nonrefundable late application fee to the Town. A licensee who files a late renewal application and pays the requisite fee may continue to operate until a decision is made on the renewal.

D. The LLA may order a public hearing pursuant to Section 4-9-7 of this Code, and may deny a renewal for good cause.

#### **4-9-9 – Manager.**

A. Each marijuana business shall have a separate and distinct manager and shall register the manager with the state and the LLA. No person shall be a registered manager for more than one marijuana business.

B. When a person ceases to be a registered manager of a marijuana business, the licensee shall notify the LLA and State as required by law.

C. The LLA may refuse to accept any person as a registered manager unless the person is satisfactory as to character, record, and reputation. In determining a registered manager's character, record, and reputation, the LLA may have access to criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by such agency.

**4-9-10 – Operations.**

A. All distribution, possession, storage, display, sales and other distribution of marijuana, except for the delivery of marijuana, shall occur only within the restricted area of the premises and shall not be visible from the exterior of the premises.

B. Each licensee shall, within ninety (90) days of receipt of a license, obtain a responsible vendor designation and maintain that designation for the duration of the license.

C. A licensee that operates both a medical marijuana business and a retail marijuana business shall be subject to the following:

1. If a medical marijuana business that allows patients under the age of twenty-one (21) years to be on the premises is dually located with a retail marijuana business, the medical marijuana business and the retail marijuana business shall maintain complete and distinct physical separation, including without limitation separate sales and storage areas, separate entrances and exits, and separate point-of-sale operations.

2. A medical marijuana business that does not allow patients under the age of twenty-one (21) years to be on the premises may operate a retail marijuana business at a shared premises with the same entrances and exits, and medical and retail marijuana may be separately displayed on the same floor.

3. A medical marijuana business and a retail marijuana business at the same location shall maintain separate and distinct inventory tracking processes for medical marijuana and retail marijuana inventories, and separate records. The inventories shall be clearly tagged or labeled so that the products can be reconciled to a particular medical or retail business.

D. Each marijuana business shall comply with the ventilation plan submitted with the application.

E. Each marijuana business shall be operated in such a manner as to not permit, allow, or cause to be discharged any substance or material prohibited by the Town's wastewater pretreatment requirements into or upon any watercourse or the Town reclamation conduit, facility, or plant.

F. Off-premises storage of marijuana and marijuana products is prohibited.

G. Every licensee shall report to the local licensing authority each of the following events within the time specified, along with an application if necessary:

1. A transfer of ownership shall be reported at least thirty (30) days before the proposed transfer or change.

2. A change of manager shall be reported at least thirty (30) days before the proposed change.

3. A proposed change of location shall be reported at least sixty (60) days before the proposed change.

H. Each marijuana business shall immediately report to the police department any unlawful act, conduct, or disturbance committed upon the premises.

I. The owner or manager of a marijuana business shall respond by phone or email within twenty-four (24) hours of contact by a Town employee at the phone number or email address provided to the Town as the contact for the marijuana business. Each twenty-four (24) hour period during which an owner or manager does not respond shall be considered a separate violation.

**4-9-11. - Signage and advertising.**

A. A marijuana business shall comply with all Town ordinances regulating signs and advertising.

B. No marijuana business shall use any advertising material that is misleading, deceptive, false, or that, as evidenced either by the content of the advertising material or the medium or the manner in which the advertising is disseminated, is designed to appeal to persons under twenty-one (21) years of age.

C. Except as otherwise provided in this Section, it is unlawful to advertise any marijuana or marijuana product anywhere in the Town where the advertisement is visible from any street, sidewalk, park, or other public place, including without limitation any advertisement which utilizes any of the following media: any billboard or other outdoor general advertising device as defined by Title 10 of this Code; any sign mounted on a vehicle; any hand-held or other portable sign; or any handbill, leaflet, or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner.

D. Notwithstanding the foregoing, a marijuana business may have one (1) sign located on the same lot as the marijuana business which exists

solely for the purpose of identifying the location of the marijuana business and which otherwise complies with this Code and any other applicable law; and marijuana business may also advertise the marijuana business as follows:

1. An advertisement in a newspaper, magazine, or other periodical of general circulation within the Town; or
2. Advertising that is purely incidental to sponsorship of a charitable event by a marijuana business.

E. Each licensee shall post and keep at all times visible to the public, in a conspicuous place on the premises, the following:

1. A sign furnished by the Town Clerk's office, in substantially the following form:

**WARNING:** THE TOWN OF ERIE POLICE DEPARTMENT SHALL BE NOTIFIED IMMEDIATELY OF ALL UNLAWFUL ACTS AND DISTURBANCES AT THIS BUSINESS.

2. The Town business license.

#### **4-9-11 – Violation and penalties.**

A. It is unlawful for any person to:

1. Violate any provision of this Chapter, any condition of an approval granted pursuant to this Chapter, or any law, rule, or regulation applicable to the operation of a marijuana business, including without limitation the Colorado Marijuana Code and the Colorado Marijuana Rules.

2. Allow marijuana or marijuana products to be consumed on a licensed premises.

3. Sell retail marijuana or marijuana products to a person under twenty-one (21) years of age or to a person who does not present a government-issued identification at the time of purchase, or medical marijuana or marijuana products to a person under eighteen (18) years of age or to a person who does not present a government-issued identification and state-issued patient registry card at the time of purchase.

4. Refuse to allow inspection of a marijuana business upon request of an authorized Town employee.

5. Distribute marijuana or any marijuana products within a marijuana business to any person who shows visible signs of intoxication from alcohol, marijuana, or other drugs.

6. Vacate the premises of a marijuana business without adequately clearing the licensee's belongings, including without limitation marijuana, marijuana accessories and marijuana products.

B. In addition to the possible denial, suspension, revocation, or non-renewal of a license pursuant to this Chapter, any person convicted of a violation of this Chapter shall be subject to the penalties set forth in Section 1-4-4 of this Code.

**Section 4.** Chapters 10 and 11 of Title 4 of the Erie Municipal Code are hereby repealed in their entirety.

**Section 5.** The Table of Permitted Uses located in Section 10-3-1 of the Erie Municipal Code is hereby amended to add "Marijuana Business" as a permitted use in the C-C, R-C and B zone districts.

**Section 6.** Section 10-3-2 of the Erie Municipal Code is hereby amended by the addition of a new Section 10-3-2(C)(9) to read as follows:

**10-3-2 - Use-specific standards.**

\* \* \*

C. *Commercial uses:*

\* \* \*

9. *Marijuana businesses:*

a. A marijuana business shall not be located less than one thousand (1,000) feet from any school, measured from the nearest applicable property line and using a route of direct pedestrian access.

b. A marijuana business shall not be located less than two hundred fifty (250) feet from any area of the Town zoned for residential use, measured from the nearest applicable property line and using a route of direct pedestrian access.

c. A marijuana business shall not be located less than one thousand (1,000) feet from any other marijuana business, measured from the nearest applicable property line.

d. A marijuana business shall not be larger than 5,000 square feet in floor area.

**Section 7.** Section 10-11-3 of the Erie Municipal Code is hereby amended by the addition of the following new definition, to appear in alphabetical order:

*Marijuana business:* A medical marijuana business, a retail marijuana business, or a combination of each business in a single location.

**Section 8.** The definition of "School" contained in Section 10-11-3 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

*School:* A public, independent, private, or parochial educational institution serving infants, preschoolers, children or adults, including childcare centers, preschools, kindergarten through twelfth grade (K-12) institutions, and colleges and universities.

**Section 9. 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 10. Safety.** The Town Council finds that the adoption of this Ordinance is necessary for the protection of public health, safety, and welfare.

**Section 11. Effective Date.** This Ordinance shall take effect on January 1, 2025.

**Introduced, Read, Passed and Ordered Published this 24<sup>th</sup> day of September, 2024.**

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Justin Brooks, Mayor

**ATTEST:**

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Debbie Stamp, Town Clerk

**Town of Erie  
Ordinance No. 031-2024**

**An Ordinance of the Town Council of the Town of Erie Repealing and Reenacting Chapter 9 of Title 4 of the Erie Municipal Code, to Establish Licensing Procedures for Medical and Retail Marijuana Businesses in the Town, and Amending Title 10 of the Erie Municipal Code (the "UDC") Regarding Use-specific Standards for Marijuana Businesses, Adding a Definition for "Marijuana Business" and Repealing and Reenacting the Definition of "School"**

**Whereas,** all marijuana sales are currently prohibited within the Town;

**Whereas,** the Town Council desires to permit medical and retail marijuana sales within the Town; and

**Whereas,** the Town Council wishes to establish licensing procedures to regulate the sale of medical and retail marijuana within the Town.

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

**Section 1.** The Noncriminal Violations Table in Section 1-4-6A of the Erie Municipal Code is hereby amended by the addition of the following:

4-9-10	Marijuana business violations
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**Section 2.** References to Chapters 9 and 11 of Title 4 in the Criminal Violation Table in Section 1-4-6B of the Erie Municipal Code are hereby repealed.

**Section 3.** Chapter 9 of Title 4 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

**Chapter 9  
Marijuana Businesses**

**4-9-1 – Authority, scope, and purpose.**

A. The Town Council hereby finds and declares that it has the power to adopt this Chapter and the prohibitions set forth herein pursuant to Article XVIII, §§ 14 and 16 of the Colorado Constitution; the Colorado Marijuana Code, C.R.S. § 44-10-101, *et seq.*, C.R.S. § 29-20-101, *et seq.*, and Title 31, C.R.S.

B. Except as otherwise specifically provided herein, this Chapter incorporates the requirements and procedures set forth in the Colorado

Marijuana Code and the Colorado Marijuana Rules. In the event of any conflict between the provisions of this Chapter and the provisions of the Colorado Marijuana Code, including its rules or any other applicable State or local law, the more restrictive provision shall control.

C. The purpose of this Chapter is to provide for the regulation, control, and licensing of the sale of retail and medical marijuana and retail and medical marijuana products within the Town for the purpose of protecting the health, safety, and welfare of Town residents and guests.

#### **4-9-2 – Definitions.**

As used in this Chapter, the following terms shall have the following meanings, provided that other terms not specifically enumerated in this Section shall be defined as set forth in § 14 of Article XVIII of the Colorado Constitution, § 16 of Article XVIII of the Colorado Constitution, the Colorado Marijuana Code, and the Colorado Marijuana Rules:

*Advertise, advertising, or advertisement:* The act of drawing the public's attention to a marijuana business to promote the sale of marijuana or marijuana products by the business.

*Applicant:* A person that has submitted an application for licensure, an application for renewal of licensure, or any other application pursuant to or required by this Chapter.

*Good cause:* Any of the following:

1. The applicant or licensee has violated, does not meet, or has failed to comply with any terms, requirements, conditions, or provisions of this Chapter, the Colorado Marijuana Code, the Colorado Marijuana Rules, or any applicable State or local law, rule, or regulation.
2. The licensed premises have operated in a manner that adversely affects public health, welfare, or safety. Evidence to support such a finding may include without limitation a continuing pattern of drug-related criminal conduct upon or in the immediate vicinity of the marijuana business, a continuing pattern of criminal conduct directly related to or arising from the operation of the marijuana business, or an ongoing nuisance condition emanating from or caused by the operation of the marijuana business.
3. The applicant or licensee knowingly submitted a false application, made willful misrepresentations, or knowingly committed fraudulent acts when applying for its license.
4. The applicant or licensee's criminal background check performed by the Town, in its sole discretion, returned a history of criminal convictions. If there is a finding of criminal convictions in a

criminal background check, the local licensing authority may consider any information provided by the applicant or licensee regarding the finding of criminal convictions, including without limitation evidence of rehabilitation, character references, and educational achievements, especially those items pertaining to the period of time between the applicant's last criminal conviction and the consideration of the application for a marijuana business license.

5. The applicant or licensee has failed to comply with any special terms or conditions placed on its license pursuant to an order of the State or the local licensing authority, including those terms and conditions that were established at the time of issuance of the license and those imposed as a result of any renewal or suspension proceedings held subsequent to the date of issuance of the license.

6. The applicant or licensee has been found to be currently delinquent in the payment of any State or local taxes, and record of such delinquency has been filed in a court having jurisdiction or has been made a public record by some other lawful means.

*Licensed premises:* The premises specified in an application for a license under this Chapter.

*Limited access area:* A building, room, or other contiguous area upon the licensed premises where marijuana is stored, weighed, packaged, sold, possessed for sale, or transferred, under control of the licensee.

*Marijuana:* All parts of the plant of the genus *Cannabis*, whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate. Marijuana does not include industrial hemp, nor does it include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

*Marijuana accessories:* Equipment, products, or materials of any kind that are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

*Marijuana business:* A medical marijuana business, a retail marijuana business, or a combination of each business in a single location.

*Marijuana product:* All parts of the plant of the genus Cannabis, whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including without limitation concentrate, that is produced at a marijuana products manufacturer and intended for use or consumption, including without limitation edible products, ointments, and tinctures.

*Medical marijuana:* Marijuana, marijuana concentrate, and marijuana products for "medical use" as defined in § 14(1)(b) of Article XVIII of the Colorado Constitution, that are cultivated, manufactured, distributed, or sold by a marijuana business.

*Medical marijuana business:* An entity licensed by the Town and State to purchase marijuana from marijuana cultivation facilities or marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to medical patients for medical use.

*Retail marijuana business:* An entity licensed by the Town and State to purchase marijuana from marijuana cultivation facilities or marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

*Transfer of ownership:* A change of ownership or corporate structure of any licensee holding a marijuana business license that requires a change of owner application pursuant to the Colorado Marijuana Rules.

#### **4-9-3 – License required.**

- A. The local licensing authority may approve and issue licenses for marijuana businesses.
- C. License applications shall be reviewed and acted upon by the local licensing authority in the order in which complete applications are received.
- D. It is unlawful for any person to operate a marijuana business in the Town without first obtaining a license under this Chapter. A separate license is required for each specific business or business entity and for each geographical location. A separate license for a medical marijuana business and retail marijuana business is required for marijuana businesses that operate both types of business in a single location.
- E. The license required by this Chapter shall be in addition to any other licensing and permitting requirements imposed by any other federal, state, or local law. Each marijuana business shall obtain a Town business license.

#### **4-9-4 – Location.**

- A. The maximum number of distinct marijuana business locations within the Town shall not exceed two (2) at any point in time. For purposes of this limitation, a marijuana business that operates as a retail marijuana

business and a medical marijuana business at a single location shall only constitute one (1) distinct marijuana business location.

B. Each marijuana business shall comply with the location and size requirements in Section 10-3-2 of this Code.

C. Upon receipt of an application for a retail marijuana license from the State licensing authority:

1. The Town Clerk shall initially determine, in consultation with the Planning and Development Department, whether the proposed location complies with Section 10-3-2 of this Code. If the Town Clerk determines that that proposed location would not so comply, the Town Clerk shall notify the State licensing authority in writing that the application is denied by the Town. Otherwise, the Town Clerk shall notify the State licensing authority in writing that the Town's further consideration of the application is subject to the requirements in this Chapter.

2. The Town Clerk's failure to make such a finding shall not preclude the local licensing authority from finding that the proposed license is in violation of any applicable section of this Code, and to deny the issuance of a marijuana business license on this basis.

#### **4-9-5 – Local licensing authority.**

A. The Municipal Court shall serve as the local licensing authority (the "LLA") for all new license applications, renewal applications, change of manager requests, applications for transfer of ownership, applications for modifications of premises, show cause orders, and hearings on suspensions, revocations, and other disciplinary actions.

B. The LLA shall not have any financial interest in the operation of any business located or operating in the Town that holds a marijuana license.

C. The LLA shall have all powers and duties granted to local licensing authorities by the Colorado Marijuana Code, as amended, and this Chapter, including without limitation:

1. Considering applications for licensure and renewal of new marijuana businesses, changes of manager, transfers of ownership, modification of licensed premises, and changes of location.

2. Imposing reasonable terms and conditions on a license as may be necessary to protect the public health, safety, and welfare and to obtain compliance with this Chapter and applicable law.

3. Suspending, revoking, or refusing to renew a license for good cause, after notice and a hearing, and imposing fines and penalties related thereto.

4. Administering oaths and issuing subpoenas to require the presence of persons and the production of documents, data compilations, and other evidence at any hearing before the authority, to be served in the same manner as a subpoena issued by the Erie Municipal Court.

D. The LLA may: grant, approve, renew, or deny applications; conduct investigations as required by law or as appropriate to the administration of this Chapter; suspend or revoke licenses; levy penalties, sanctions, and other conditions against licensees; and promulgate rules and regulations for its administration of this Chapter.

E. On behalf of the LLA, the Town Clerk shall:

1. Receive all applications and fees, and issue those licenses granted by the LLA;

2. Attend all meetings of the LLA and serve as secretary of the LLA; and

3. Post and publish all required notices.

#### **4-9-6 – Applications.**

A. Applications for new licenses and renewals shall be made on forms provided by the Town Clerk. Applications shall be processed in the order received, provided that no application shall be processed until it is deemed complete by the Town Clerk.

B. Each application shall include the following, at a minimum:

1. Name, address, and date of birth for all controlling beneficial owners of the business and the proposed manager of the marijuana business.

2. Name and address of the marijuana business.

3. Proof of the applicant entity's legal status, and proof of the entity's registration with or certificate of good standing from the Colorado Secretary of State.

4. One of the following forms of identification for the applicant, all controlling beneficial owners of the marijuana business and the proposed manager of the marijuana business:

a. An operator, chauffeur, or similar type of driver's license issued by any State within the United States or U.S. Territory;

b. An identification card issued by any State for the purpose of proving age using requirements similar to those in C.R.S. §§ 42-2-302 and 42-2-303;

c. A U.S. military identification card;

d. A valid passport; or

- e. An enrollment card issued by the governing authority of a federally recognized tribe located in the State of Colorado.
5. The nonrefundable application or renewal fee as set by resolution of the Town Council.
6. Proof of workers' compensation insurance and public liability insurance, which at a minimum meets the current maximum liability amounts for injury to any single person, or for any injury to two (2) or more persons in any such occurrence, as set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.
7. A copy of the deed, lease, or contract reflecting the right of the applicant to possess the licensed premises, and if the applicant is not the owner, a notarized statement from the owner of such property authorizing the use of the property for a marijuana business.
8. A copy of any determination of social equity licensing eligibility issued by the State of Colorado, if applicable.
9. A valid Town business license.
10. A statement of whether any person holding any ownership in the marijuana business interest has:
  - a. Been denied an application for a marijuana license in this or any other state, or had any such license suspended or revoked; or
  - b. Been convicted of a felony or has completed any portion of a sentence due to a felony charge within the preceding seven (7) years.
11. A report from a certified industrial hygienist to verify that the marijuana business and its processes and procedures, including without limitation the sale and storage of marijuana, are in compliance with all applicable laws, rules, and regulations set forth in this Chapter and in the Colorado Marijuana Code and Colorado Marijuana Rules, and adequately designed and operated to protect the business, its employees, customers, the general public, and adjacent properties.
12. Copies of background checks, photo identification, and fingerprints of all persons who are required to request a finding of suitability by State law or regulation and any other person required by the local licensing authority, as well as a statement of all violations and penalties for any infractions and offenses by the applicant or applicants controlling beneficial owners, principal officers, managers, agents, or employees relating to any marijuana business in this or any other state, or a statement that no such violations or penalties have occurred.

13. A "to scale" diagram of the premises showing a site plan, building layout, all entries and exits, and all areas in which marijuana products will be stored or dispensed.

14. A comprehensive operations plan for the marijuana business including the following, at a minimum:

a. A detailed description and vicinity map of the proposed location, including a full address;

b. A general description of site improvements proposed, and the land development approvals required therefor;

c. A floor plan showing all interior dimensions of the premises and the layout of the marijuana business, including all limited access areas, areas of ingress and egress, and all security cameras; and

d. A description of the products to be sold.

15. A business plan, including the following, at a minimum:

a. A general description of the business;

b. Details of overall management and operations, including hours of operation, curricula vitae of all principal officers and managers, and staffing plans;

c. Commitments of the licensee toward staffing the establishment with a diverse and inclusive workforce, the planned recruitment process for filling positions, employee training, and advancement and benefits packages for all levels of staff;

d. Financial information demonstrating liquid assets of at least two hundred fifty thousand dollars (\$250,000) in the applicant's control, financial projections including assumptions used, and sources of funds; and

e. A description of the applicant's experience operating marijuana businesses in Colorado or elsewhere.

16. A community engagement plan, including the following, at a minimum:

a. The applicant's history of community and neighborhood involvement with other similar businesses;

b. Written policies and procedures to address community concerns and complaints;

c. A designated point of contact, with comprehensive contact information, for public questions and concerns; and

d. Measures and procedures for mitigating any impacts to the neighborhood, foreseen or unforeseen.

17. A security plan indicating how the applicant intends to comply with the Colorado Marijuana Code and the Colorado Marijuana Rules, as well as the following:

- a. Procedures for preventing the use or consumption of marijuana on the premises;
- b. Security measures to prevent unauthorized individuals from entering the limited access area portion of the premises;
- c. Plan to prevent theft or the diversion of marijuana, including maintaining all marijuana in a secure, locked room that is accessible only to authorized persons and, when the business is closed to the public, in a safe or vault or equivalent secured fixture;
- d. Type of alarm system and outdoor lighting to be used;
- e. Copy of the alarm system monitoring contract;
- f. Lighting plan showing the lighting outside of the premises for security purposes and compliance with applicable Town requirements; and
- g. Plan for preventing underage persons from entering the premises.

18. A sustainability plan that describes business practices that will be implemented to mitigate environmental impacts, including energy consumption, water consumption, and waste generation, which may include office operations and supplies, drinking water and other water usage, facility cleaning and waste handling.

19. A plan for disposal of any marijuana or marijuana product that is not sold in a manner that protects any portion thereof from being possessed or ingested by any person or animal, and for any waste generated by the business.

20. A plan for ventilation that will ensure the odor of marijuana cannot be detected by a person with a normal sense of smell at the exterior of the premises or at any adjoining property.

21. Any additional documents or information reasonably requested by the local licensing authority.

C. If the criminal history of an owner, member, manager, financier, or other person named on the application contains information regarding the conviction of a crime or previous denial or revocation of any marijuana or professional license, that person may include with the license application any information regarding such conviction, denial, or revocation. Such information may include without limitation evidence of rehabilitation, character references, and educational achievements, pertaining to the

period of time between the applicant's last criminal conviction and the date of the application.

D. The Town Clerk shall review each application for completeness. If the application is incomplete, the Town Clerk shall notify the applicant in writing of the application's deficiencies within twenty-one (21) days of receipt of the application. The applicant shall have twenty-one (21) days from the date of the notification to remedy the deficiencies. If the applicant fails to remedy the deficiencies within the specified period, the Town Clerk shall deny the application and notify the applicant of the denial. If the application is complete, the Town Clerk shall refer the application to the LLA.

E. When the Town Clerk finds an application to be complete, the Town Clerk shall notify all affected Town departments to determine whether the application is in full compliance with all State and local laws, rules, and regulations. The Town Clerk, upon review of all applicable information, shall prepare a report including the findings of such departments, to be submitted to the local licensing authority.

#### **4-9-7 – Public hearing.**

A. When a public hearing is required, the LLA shall schedule a public hearing to be held not less than thirty (30) days after the Town Clerk found the application complete. Notice of the public hearing shall be given in accordance with the Colorado Marijuana Code.

B. At the public hearing, the LLA shall evaluate each application on its own merit, not in comparison to other applications, based on a multi-factor balancing test, considering the criteria listed in this subsection and the totality of the circumstances, with the overall goal of approving applications that provide the greatest benefit to the Town and its inhabitants by offering and maintaining the safest environment, the best service, and the fewest negative impacts to the community.

C. When reviewing an application, the LLA shall consider the following criteria:

1. The applicant's experience operating a marijuana business in Colorado or any other State, including compliance with State and local laws, violations, or alleged violations thereof;

2. The convenience of the proposed location to the residents of the Town, considering any synergies, redundancies, or conflicts posed by the proposed locations of other marijuana business applications;

3. The applicant's demonstrated ability to operate and develop the proposed business in a highly regulated industry;

4. The applicant's demonstrated ability to operate an effective and lawful analogous business, if applicable;

5. Diversity of ownership of marijuana industry licenses or permits, including consideration of ownership of any active licenses or businesses located in the United States;

6. The quality and detail of the proposed business plan, community engagement plan, and other application materials;

7. The degree of detail and completeness provided in the application and the extent to which the application includes false or misleading information;

8. Community benefit, which includes providing a living wage and employee benefits and compliance with local, State, and federal employee non-discrimination policies;

9. Additional information that demonstrates the ability to operate in a safe and responsible manner in the Town, including without limitation a review of the quality and thoroughness of application materials, connection to the Town, ability to serve the Town, familiarity with the Town, and innovative business models consistent with the Erie community; and

10. Any other unique benefits the application would present to the inhabitants of the Town and any other factors that may be relevant.

#### **4-9-8 – Renewal.**

A. Each license shall be valid for one (1) year from the date of issuance.

B. The licensee shall notify the Town of its intent to renew its license at least forty-five (45) days prior to the expiration of the license.

C. The timely filing of a renewal application shall extend the current license until a decision is made on the renewal; provided that a licensee whose license has been expired for not more than ninety (90) days may file a late renewal application upon the payment of a nonrefundable late application fee to the Town. A licensee who files a late renewal application and pays the requisite fee may continue to operate until a decision is made on the renewal.

D. The LLA may order a public hearing pursuant to Section 4-9-7 of this Code, and may deny a renewal for good cause.

#### **4-9-9 – Manager.**

A. Each marijuana business shall have a separate and distinct manager and shall register the manager with the state and the LLA. No person shall be a registered manager for more than one marijuana business.

B. When a person ceases to be a registered manager of a marijuana business, the licensee shall notify the LLA and State as required by law.

C. The LLA may refuse to accept any person as a registered manager unless the person is satisfactory as to character, record, and reputation. In determining a registered manager's character, record, and reputation, the LLA may have access to criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by such agency.

**4-9-10 – Operations.**

A. All distribution, possession, storage, display, sales and other distribution of marijuana, except for the delivery of marijuana, shall occur only within the restricted area of the premises and shall not be visible from the exterior of the premises.

B. Each licensee shall, within ninety (90) days of receipt of a license, obtain a responsible vendor designation and maintain that designation for the duration of the license.

C. A licensee that operates both a medical marijuana business and a retail marijuana business shall be subject to the following:

1. If a medical marijuana business that allows patients under the age of twenty-one (21) years to be on the premises is dually located with a retail marijuana business, the medical marijuana business and the retail marijuana business shall maintain complete and distinct physical separation, including without limitation separate sales and storage areas, separate entrances and exits, and separate point-of-sale operations.

2. A medical marijuana business that does not allow patients under the age of twenty-one (21) years to be on the premises may operate a retail marijuana business at a shared premises with the same entrances and exits, and medical and retail marijuana may be separately displayed on the same floor.

3. A medical marijuana business and a retail marijuana business at the same location shall maintain separate and distinct inventory tracking processes for medical marijuana and retail marijuana inventories, and separate records. The inventories shall be clearly tagged or labeled so that the products can be reconciled to a particular medical or retail business.

D. Each marijuana business shall comply with the ventilation plan submitted with the application.

E. Each marijuana business shall be operated in such a manner as to not permit, allow, or cause to be discharged any substance or material prohibited by the Town's wastewater pretreatment requirements into or upon any watercourse or the Town reclamation conduit, facility, or plant.

F. Off-premises storage of marijuana and marijuana products is prohibited.

G. Every licensee shall report to the local licensing authority each of the following events within the time specified, along with an application if necessary:

1. A transfer of ownership shall be reported at least thirty (30) days before the proposed transfer or change.

2. A change of manager shall be reported at least thirty (30) days before the proposed change.

3. A proposed change of location shall be reported at least sixty (60) days before the proposed change.

H. Each marijuana business shall immediately report to the police department any unlawful act, conduct, or disturbance committed upon the premises.

I. The owner or manager of a marijuana business shall respond by phone or email within twenty-four (24) hours of contact by a Town employee at the phone number or email address provided to the Town as the contact for the marijuana business. Each twenty-four (24) hour period during which an owner or manager does not respond shall be considered a separate violation.

**4-9-11. - Signage and advertising.**

A. A marijuana business shall comply with all Town ordinances regulating signs and advertising.

B. No marijuana business shall use any advertising material that is misleading, deceptive, false, or that, as evidenced either by the content of the advertising material or the medium or the manner in which the advertising is disseminated, is designed to appeal to persons under twenty-one (21) years of age.

C. Except as otherwise provided in this Section, it is unlawful to advertise any marijuana or marijuana product anywhere in the Town where the advertisement is visible from any street, sidewalk, park, or other public place, including without limitation any advertisement which utilizes any of the following media: any billboard or other outdoor general advertising device as defined by Title 10 of this Code; any sign mounted on a vehicle; any hand-held or other portable sign; or any handbill, leaflet, or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner.

D. Notwithstanding the foregoing, a marijuana business may have one (1) sign located on the same lot as the marijuana business which exists

solely for the purpose of identifying the location of the marijuana business and which otherwise complies with this Code and any other applicable law; and marijuana business may also advertise the marijuana business as follows:

1. An advertisement in a newspaper, magazine, or other periodical of general circulation within the Town; or
2. Advertising that is purely incidental to sponsorship of a charitable event by a marijuana business.

E. Each licensee shall post and keep at all times visible to the public, in a conspicuous place on the premises, the following:

1. A sign furnished by the Town Clerk's office, in substantially the following form:

**WARNING:** THE TOWN OF ERIE POLICE DEPARTMENT SHALL BE NOTIFIED IMMEDIATELY OF ALL UNLAWFUL ACTS AND DISTURBANCES AT THIS BUSINESS.

2. The Town business license.

#### **4-9-11 – Violation and penalties.**

A. It is unlawful for any person to:

1. Violate any provision of this Chapter, any condition of an approval granted pursuant to this Chapter, or any law, rule, or regulation applicable to the operation of a marijuana business, including without limitation the Colorado Marijuana Code and the Colorado Marijuana Rules.

2. Allow marijuana or marijuana products to be consumed on a licensed premises.

3. Sell retail marijuana or marijuana products to a person under twenty-one (21) years of age or to a person who does not present a government-issued identification at the time of purchase, or medical marijuana or marijuana products to a person under eighteen (18) years of age or to a person who does not present a government-issued identification and state-issued patient registry card at the time of purchase.

4. Refuse to allow inspection of a marijuana business upon request of an authorized Town employee.

5. Distribute marijuana or any marijuana products within a marijuana business to any person who shows visible signs of intoxication from alcohol, marijuana, or other drugs.

6. Vacate the premises of a marijuana business without adequately clearing the licensee's belongings, including without limitation marijuana, marijuana accessories and marijuana products.

B. In addition to the possible denial, suspension, revocation, or non-renewal of a license pursuant to this Chapter, any person convicted of a violation of this Chapter shall be subject to the penalties set forth in Section 1-4-4 of this Code.

**Section 4.** Chapters 10 and 11 of Title 4 of the Erie Municipal Code are hereby repealed in their entirety.

**Section 5.** The Table of Permitted Uses located in Section 10-3-1 of the Erie Municipal Code is hereby amended to add "Marijuana Business" as a permitted use in the C-C, R-C and B zone districts.

**Section 6.** Section 10-3-2 of the Erie Municipal Code is hereby amended by the addition of a new Section 10-3-2(C)(9) to read as follows:

**10-3-2 - Use-specific standards.**

\* \* \*

C. *Commercial uses:*

\* \* \*

9. *Marijuana businesses:*

a. A marijuana business shall not be located less than one thousand (1,000) feet from any school, measured from the nearest applicable property line and using a route of direct pedestrian access.

b. A marijuana business shall not be located less than two hundred fifty (250) feet from any area of the Town zoned for residential use, measured from the nearest applicable property line and using a route of direct pedestrian access.

c. A marijuana business shall not be located less than one thousand (1,000) feet from any other marijuana business, measured from the nearest applicable property line.

d. A marijuana business shall not be larger than 5,000 square feet in floor area.

e. A marijuana business shall not be located less than five hundred (500) feet from any park or open space within the Town, measured from the nearest applicable property line and using a route of direct pedestrian access.

**Section 7.** Section 10-11-3 of the Erie Municipal Code is hereby amended by the addition of the following new definition, to appear in alphabetical order:

*Marijuana business:* A medical marijuana business, a retail marijuana business, or a combination of each business in a single location.

**Section 8.** The definition of "School" contained in Section 10-11-3 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

*School:* A public, independent, private, or parochial educational institution serving infants, preschoolers, children or adults, including childcare centers, preschools, kindergarten through twelfth grade (K-12) institutions, and colleges and universities.

**Section 9. 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 10. Safety.** The Town Council finds that the adoption of this Ordinance is necessary for the protection of public health, safety, and welfare.

**Section 11. Effective Date.** This Ordinance shall take effect on January 1, 2025.

**Introduced, Read, Passed and Ordered Published this 24<sup>th</sup> day of September, 2024.**

---

Justin Brooks, Mayor

**ATTEST:**

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Debbie Stamp, Town Clerk

# Trial

FROM PAGE 6

“He’s going to die behind bars,” Silverman said. “That’s probably true even if he’s found insane.”

Silverman added that he believes generally most people who are sentenced to state hospitals are restored.

“But most cases don’t involve the murders of this many people,” Silverman said.

But even if he is not sent to prison, Garnett said life in the state hospital “is no picnic.”

“It’s not a prison but it’s a locked facility,” Garnett said. “I would anticipate he’d be subjected to intense treatment protocols. He would not have freedom. He would be held to both protect the public and to maximize his treatment opportunities, possibly for the rest of his life.”

Silverman believes that if sentenced to prison, Alissa

will likely be held in a maximum security prison.

## Background on the case

According to an arrest affidavit, police were called to the King Soopers at 3600 Table Mesa Drive at 2:40 p.m. March 22, 2021, for a report of an armed man who had shot a person in a vehicle in the store’s parking lot and was inside the store.

Eric Talley, a 51-year-old Boulder police officer, was the first to arrive, and was shot and killed. Police said Alissa fired at other responding officers before one of them shot Alissa in the leg.

Alissa later surrendered to police. Officers found weapons and tactical body armor at the scene, according to the affidavit.

In addition to Talley, Denny Stong, 20; Neven Stanisic, 23; Rikki Olds, 25; Tralona Bartkowiak, 49; Teri Leiker, 51; Suzanne Fountain, 59; Kevin Mahoney, 61; Lynn Murray, 62; and Jody Waters, 65, were killed in the shooting.

# Reservoir

servancy Board, which in May granted an increase to \$150 million from its original \$90 million low-interest loan. All of the participants in the project have the option of rolling the escalated costs in with that financing.

The project was supposed to get underway in 2019, but construction didn’t begin until August 2021. When Northern Water signed the contract in 2019, the cost was estimated at \$480 million, but it jumped to \$561 million at some point.

In addition to defending that lawsuit, there were other changes that increased the overall price, Stahla said. For one, crews under-estimated the amount of rock to be loaded off site. Crews are using rock on site to construct the dam, but the rock is denser than thought, and that has increased the

amount of rock that must be removed.

“The (builders) were able to lock in favorable procurement items because they started early, and with steel prices and diesel fuel prices increasing, by the time we started construction in ‘21,’ prices increased. Labor costs also increased in that time, Stahla said.

In total, the extra cost is \$65 million, but it represents about a 10% cost overrun. Cost overruns are somewhat standard on large infrastructure projects, and it was expected in this project in particular.

Greeley water and sewer director Sean Chambers said he is not surprised at a cost hike. Greeley, which has 9,189 shares in the project, will have to cover \$6.7 million for its shares to complete the project. That comes out to \$336,000 a year in extra debt service, Chambers said, adding that that amount is manageable.

“We borrowed for nearly

the entire construction project for our portion of that. And given that we’re building a reservoir that should operate in perpetuity, and this is an investment that goes well beyond 100 years, borrowing is a good strategy that allows future rate payers coming to Greeley in next 30 years to participate in the costs, and there are not just existing rate payers paying that back,” Chambers said. “That’s been our general strategy as a whole.”

Costs are based on the amount of shares the cities and organizations own of the project. The costs per share is \$715 per unit for cash and \$729 per unit for financing.

For some participants, the extra fees are less than \$5 million, but for Broomfield and Platte River Power Authority, the increases stretch to \$11.6 million and \$18.9 million respectively, representing the highest costs of the group.

Broomfield communications director Julie Story

said the city planned for the increase and already absorbed the extra costs in its 2025 rates. She did not take further questions.

Officials from Platte River Power Authority responded to questions via email:

“Platte River’s share of the additional funding is \$11.7M, which results in annual payments of approximately \$500,000 that have already been reflected in our rate projections. The \$500,000 payments are incorporated into our overall operating expenditures of approximately \$300 million and amounts to less than 0.2% of overall operating expenditures. Additionally, Platte River’s water policy has enabled the sale of some water rights, which generated much of the revenue needed for the Chimney Hollow Reservoir project and allowed us to firm our water supply.”

*This article was first published by BizWest.*

# Holiday

FROM PAGE 4

Centaurus High drum major, said she likes that the two rival bands are performing at the same event while giving back.

“It brings the community together,” she said.

Also bringing the music

was Balfour Senior Living, whose residents rode on a float while dressed as miners and dancing to popular tunes. As they neared the judging booth, residents and staff joined the crowd in enthusiastically dancing along to “Macarena.”

Another mainstay of the parade is the Denver area Model A Ford Club.

While not a Model A, Sharon Miller and her husband joined in with their Ford Model TT truck. The Westminster couple bought the 1925 truck, once popular with farmers, from a friend’s estate after his death. Though once a truck that stayed mainly in a garage, they decided to take it on the road and show it off at events — af-

ter the couple sorted out the brakes to a safe condition. For added interest, they built a water pump contraption in the bed that crushes cans.

“It’s fun to educate people,” Miller said. “A lot of people don’t know what this truck is. This is where automobiles and trucks started. You wouldn’t have your modern, comfortable vehi-

cles without it.”

Dana Ansley, whose son marched with Monarch’s band, is in her 14th year attending the parade. She always arrives extra early to set up near the start by the fire station, bringing chairs for her 80-year-old neighbors so they can walk over later. And she always brings friends, including one who was a pa-

rade first-timer this year and another who has attended with her since their kids were in preschool together.

“Even in a town that’s changed so much, the parade is still all about community,” she said. “Seeing all the excitement and nostalgia, it still gives you that same patriotic feeling.”

# Rocky

FROM PAGE 8

“Remedies fail and you have to keep on top of these issues,” Kirshenbergsaid. “The remedies need to be protective of human health and the environment. Hopefully, all we see is the use of the site — but if something happens in the future, they may have to put it back together.”

A Department of En-

ergy spokesman told The Post that the agency would continue doing what it has been doing while the stewardship council has been active.

“The cleanup of the Rocky Flats site has proven to be protective of human health and the environment for nearly 20 years,” spokesman Jeremy Paul Ortiz wrote in a statement. “As we move into the third decade since cleanup, DOE will continue reporting on-site monitoring and maintenance activ-

ities and post this material on our public website.”

The Rocky Flats National Wildlife Refuge saw 50,000 visitors in the most recent fiscal year, according to the U.S. Fish and Wildlife Service.

One of those visitors is Jeanette Hillery, a member of the League of Women Voters of Boulder County. She’s also been a member of the stewardship council since its inception 18 years ago.

She said she’s struck by how the contamination hor-

ror stories of decades ago still seem to guide people’s thinking about Rocky Flats today. The site isn’t pristine, she said, but the testing and data she has seen over the last two decades indicate the risk posed by Rocky Flats’ legacy is more than manageable.

“There are a lot of people who want to go back to the 1970s and 1980s — and think that what was going on then is still going on today,” Hillery said. “The testing indicates it’s safe.”



The trailhead of Rocky Flats National Wildlife Refuge.

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## Public Notice

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## Public Notice

### Notice of Final Settlement

Notice Is Hereby Given that the Town of Erie of Colorado will make final payment at the Town Hall, 645 Holbrook Street, Erie, Colorado 80516. On or after September 6, 2024 to JOC Construction, LLC for all work done by said contractor on the 119th and Erie Parkway Turn Lane Correction Improvements Project (P22-074) all of said construction being within or near the boundaries of the Town of Erie, Colorado.

Any person, co-partnership, association of persons, company or corporation that has furnished labor, materials, provisions, or other supplies used or consumed by such Contractor or his Subcontractors in or about the performance of the work contracted to be done and whose claim therefore has not been paid by the Contractor or his Subcontractor, at any time up to and including the time of final settlement for the work contracted to be done, is required to file a verified statement of the amount due and unpaid on account of such claim to the Town of Erie, 645 Holbrook Street, Erie, Colorado, 80516, at or before the time and date hereinabove shown. Failure on the part of any claimant to file such verified statement of claim prior to final settlement will release said Town, it's Board of Trustees, officers, agents and employees, of and from any and all liability for such claim.

By the Order of the Board of Trustees  
Town of Erie, Colorado  
By: Debbie Stamp, Town Clerk

Published: Colorado Hometown Weekly August 28, September 4, 2024-2071566

### NOTICE OF PUBLIC HEARING TOWN COUNCIL TOWN OF ERIE

Notice is hereby given that on Tuesday, September 24, 2024, at 6:30 PM, or as soon as possible thereafter at the Erie Town Hall Council Chambers, 645 Holbrook Street, Erie, CO 80516, a PUBLIC HEARING will be held by the Erie Town Council to consider:

- (1) An ordinance amending Chapter 3 of Title 10 of the Erie Municipal Code establishing a new use of “Marijuana Business”; and
- (2) An ordinance amending Chapter 11 of Title 10 of the Erie Municipal Code adding Marijuana Business to Definitions.

Any person may appear at the public hearings and be heard regarding the matters under consideration. A copy of the proposed ordinances are on file and available for public inspection in the office of the Town Clerk.

Debbie Stamp  
Town Clerk

FOR QUESTIONS OR COMMENTS, CONTACT TOWN OF ERIE PLANNING & DEVELOPMENT DEPARTMENT  
P.O. BOX 750 ERIE, COLORADO 80516 PHONE: (303) 926-2770  
FAX: (303) 926-2706

Pub.: Colorado Hometown Weekly September 4, 2024 - 2071767

### NOTICE OF PUBLIC HEARING TOWN COUNCIL TOWN OF ERIE

Notice is hereby given that on Tuesday, September 24, 2024, at 6:30 PM, or as soon as possible thereafter at the Erie Town Hall Council Chambers, 645 Holbrook Street, Erie, CO 80516, a PUBLIC HEARING will be held by the Erie Town Council to consider:

- (1) An ordinance amending Title 10 of the Erie Municipal Code by the addition of a new chapter 14 regarding flood damage prevention and repealing other code sections in conflict therewith.

Any person may appear at the public hearings and be heard regarding the matters under consideration. A copy of the proposed ordinances are on file and available for public inspection in the office of the Town Clerk.

Debbie Stamp  
Town Clerk

FOR QUESTIONS OR COMMENTS, CONTACT TOWN OF ERIE PLANNING & DEVELOPMENT DEPARTMENT  
P.O. BOX 750 ERIE, COLORADO 80516 PHONE: (303) 926-2770  
FAX: (303) 926-2706

Pub.: Colorado Hometown Weekly September 4, 2024 - 2071768

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## Public Notice

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### TOWN OF ERIE NOTICE OF BUDGET HEARING

Pursuant to C.R.S. § 29-1-106, notice is hereby given that, on September 24th, 2024, at 6:30 p.m. or as soon as possible thereafter, the Council of the Town of Erie will hold a public hearing to consider the Town's 2024 amended budget. A copy of the amended budget is available for inspection at the Erie Town Hall, 645 Holbrook St., Erie, CO. Any interested elector of the Town may file any objections to the amended budget at any time prior to the final adoption of the amendments by the Board of Trustees, by mail to Town Clerk, P.O. Box 750, Erie, CO 80516, via email to townclerk@erieco.gov, or hand-delivered to Town Hall 645 Holbrook St., Erie, CO.

/s/Debbie Stamp, Town Clerk

Pub.: Colorado Hometown Weekly September 4, 2024 - 0002072730

**NOTICE TO CREDITORS Estate of SHIRLEY A. TOMCZAK, aka SHIRLEY ANN TOMCZAK, aka SHIRLEY TOMCZAK, Deceased Case Number 2024PR30417**

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Boulder County, Colorado on or before December 31, 2024 or the claims may be forever barred. John McCarthy, Personal Representative 3566 Emerson St San Diego, CA 92106 Published: Colorado Hometown Weekly August 28, September 4, 11, 2024-2070492

**NOTICE TO CREDITORS Estate of SITA SHARAN, aka SITA E. SHARAN, Deceased Case Number 2024PR30372**

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Boulder County, Colorado on or before December 30, 2024 or the claims may be forever barred. Matthew Haies, Personal Representative c/o Hannah J. Wurl Caplan & Earnest LLC 3107 Iris Ave. Ste 100 Boulder, CO 80301 Published: Colorado Hometown Weekly August 21, 28, September 4, 2024-2070469

**NOTICE TO CREDITORS Estate of Myrna Audrey Haies, aka Myrna Haies, and Myrna A. Haies, Deceased Case Number 2024 PR 30441**

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Boulder County, Colorado on or before December 21, 2024 or the claims may be forever barred. Matthew Haies, Personal Representative c/o Hannah J. Wurl Caplan & Earnest LLC 3107 Iris Ave. Ste 100 Boulder, CO 80301 Published: Colorado Hometown Weekly August 21, 28, September 4, 2024-2070469

## Public Notice

**NOTICE TO CREDITORS Estate of Charles Philip Wolfe III, aka Charles Phillip Wolfe, Charles P. Wolfe, Chuck P. Wolfe, and Chuck Wolfe, Deceased Case Number 2024 PR 30397**

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Boulder County, Colorado on or before December 21, 2024 or the claims may be forever barred. Kristi L. Winseck, Personal Representative c/o Hannah J. Wurl Caplan & Earnest LLC 3107 Iris Ave. Ste 100 Boulder, CO 80301 Published: Colorado Hometown Weekly August 21, 28, September 4, 2024-2070036

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# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-439, **Version:** 1

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**SUBJECT:**

**PUBLIC HEARING:** An Ordinance of the Town Council of the Town of Erie Amending Title 10 of the Erie Municipal Code by the Addition of a New Chapter 14 Regarding Flood Damage Prevention, and Repealing other Code Sections in Conflict Therewith

**DEPARTMENT:** Public Works  
Planning & Development

**PRESENTER(S):** Wendi Palmer, Civil Engineer III  
Kelly Driscoll, Planning Manager

**POLICY ISSUES:**

Compliance with Federal policy.

**STAFF RECOMMENDATION:**

Adoption of the Ordinance Amending Title 10 of the Erie Municipal Code regarding Flood Damage Prevention.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

For a community to participate in the National Flood Insurance Program (NFIP), it must adopt and enforce floodplain management regulations that meet or exceed the minimum NFIP standards. To ensure that the Town's regulations meet Federal and State requirements an update to Floodplain regulations is necessary.

The proposed update moves the Floodplain regulations from Chapter 2 - Overlay districts, to a new section of the Unified Development Code, Chapter 14 - Flood Damage Prevention. The new chapter is based on model code developed by Colorado Water Conservation Board and tailored to Erie.

**COUNCIL PRIORITY(S) ADDRESSED:**

- ✓ Safe and Healthy Community
- ✓ Environmentally Sustainable
- ✓ Fiscally Responsible

**ATTACHMENT(S):**

1. PC Resolution P24-13
2. Ordinance No. 035-2024

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**File #:** 24-439, **Version:** 1

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3. Staff Report
4. Staff Presentation
5. Notice

**Town of Erie  
Planning Commission  
Resolution No P24-13**

**A Resolution of the Planning Commission of the Town of Erie  
Recommending that the Town Council Adopt an Ordinance Amending  
Title 10 of the Erie Municipal Code Regarding Flood Damage Prevention**

**Whereas**, for a community to participate in the National Flood Insurance Program ("NFIP"), it must adopt and enforce floodplain management regulations that meet or exceed the minimum NFIP standards and requirements; and

**Whereas**, the Planning Commission finds it in the best interest of the public health, safety and welfare to modify Title 10 of the Erie Municipal Code to include a flood damage prevention ordinance that meets the minimum NFIP standards and requirements; and

**Now, Therefore, be it Resolved by the Planning Commission of the Town of Erie, Colorado, that:**

**Section 1.** The Planning Commission hereby recommends that the Town Council adopt an Ordinance amending Title 10 of the Erie Municipal Code as attached hereto, meets the criteria for amending the text of the UDC as stated in Section 10-7-18(C)(9) of the UDC as follows:

- a. The proposed amendment will promote the public health, safety, and general welfare;
- b. The proposed amendment is generally consistent with the Town's comprehensive master plan and the stated purposes of this UDC; and
- c. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

**Adopted this 4th day of September 2024.**

  
\_\_\_\_\_  
Tim Burns, Chair

Attest:

  
\_\_\_\_\_  
Doug Trettin, Secretary

**Town of Erie  
Ordinance No. 035-2024**

**An Ordinance of the Town Council of the Town of Erie Amending the Title 10 of the Erie Municipal Code by the Addition of a New Chapter 14 Regarding Flood Damage Prevention, and Repealing other Code Sections in Conflict Therewith**

**Whereas**, for a community to participate in the National Flood Insurance Program ("NFIP"), it must adopt and enforce floodplain management regulations that meet or exceed the minimum NFIP standards and requirements; and

**Whereas**, the Town Council finds it in the best interest of the public health, safety and welfare to modify Title 10 of the Erie Municipal Code to include a flood damage prevention ordinance that meets the minimum NFIP standards and requirements.

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

**Section 1.** The table in Section 10-2-1(A)(1) of the Erie Municipal Code is amended by the deletion of the Floodplain Overlay District row in its entirety.

**Section 2.** Section 10-2-6(C) of the Erie Municipal Code is hereby deleted in its entirety.

**Section 3.** Title 10 of the Erie Municipal Code is hereby amended by the addition of a new Chapter 14, to read as follows:

**Chapter 14 – Flood Damage Prevention**

**10-14-1 – Findings of fact.**

A. The flood hazard areas of the Town are subject to periodic inundation, which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the health, safety, and general welfare of the public.

B. These flood losses are created by the cumulative effect of obstructions in floodplains, which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

**10-14-2 – Purpose.**

A. The purpose of this Chapter is to promote the public health, safety and welfare by minimizing public and private losses due to flooding.

- B. Consistent with such purpose, this Chapter is intended to:
1. Protect human life and health;
  2. Minimize expenditure of public money for costly flood control projects;
  3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
  4. Minimize prolonged business interruptions;
  5. Minimize damage to critical facilities, infrastructure and other public facilities such as water, sewer and gas mains; electric and communications stations; and streets and bridges located in floodplains;
  6. Help maintain a stable tax base by providing for the sound use and development of floodplains in such a manner as to minimize future flood blight areas; and
  7. Ensure that potential buyers are notified that property is located in a flood hazard area.

- C. To accomplish such purpose, this Chapter:
1. Restricts or prohibits uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
  2. Requires that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
  3. Controls the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
  4. Controls filling, grading, dredging and other development which may increase flood damage; and
  5. Regulates the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.

**10-14-3 – Definitions.**

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

*100-year Flood:* A flood having a recurrence interval that has a one percent (1%) chance of being equaled or exceeded during any given year.

*100-year floodplain:* An area of land susceptible to being inundated as a result of the occurrence of a 100-year flood.

*Addition:* Any activity that expands the enclosed footprint or increases the square footage of an existing structure.

*Area of shallow flooding:* An area designated as Zone AO or AH on the Town's FIRM with a one percent (1%) chance or greater annual chance of flooding to an average depth of one (1) foot to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident, and characterized by ponding or sheet flow.

*Base flood:* The flood with a one percent (1%) chance of being equaled or exceeded in any given year (also known as a 100-year flood).

*Base flood elevation ("BFE"):* The elevation shown on a FIRM for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent (1%) chance of equaling or exceeding that level in any given year.

*Basement:* An area of a building having its floor below ground level on all sides.

*Channel:* The physical confine of a stream or waterway consisting of a bed and stream banks, existing in a variety of geometries.

*Channelization:* The artificial creation, enlargement or realignment of a channel.

*Conditional Letter of Map Revision ("CLOMR"):* FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

*Critical facility:* A structure or related infrastructure, but not the land on which it is situated, that if flooded may result in significant hazards to public health and safety, or interrupt essential services and operations for the Town at any time before, during and after a flood.

*Development:* A human-made change on improved and unimproved real estate, including without limitation buildings and other structures, mining, dredging, filling, grading, paving, excavation, drilling and storage of equipment or materials.

*Existing manufactured home park:* A manufactured home park for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the ordinance codified in this Chapter.

*Expansion of an existing manufactured home park:* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

*FEMA:* Federal Emergency Management Agency.

*Flood or flooding:* A general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of water from channels and reservoir spillways; (2) the unusual and rapid accumulation or runoff of surface waters from any source; or (3) mudslides or mudflows that occur from excess surface water that is combined with mud or other debris that is sufficiently fluid so as to flow over the surface of normally dry land areas, such as earth carried by a current of water and deposited along the path of the current.

*Flood Insurance Rate Map ("FIRM"):* The official map of the Town on which FEMA has delineated both the SFHA and the risk premium zones applicable to the Town.

*Flood insurance study ("FIS"):* The official report provided by FEMA containing the FIRM as well as flood profiles for studied flooding sources that can be used to determine BFE for some areas.

*Floodplain:* Any land area susceptible to being inundated as the result of a flood, including the area of land over which floodwater would flow from the spillway of a reservoir.

*Floodplain Administrator:* The Public Works Director.

*Flood control structure:* A physical structure designed and built expressly or partially for the purpose of reducing, redirecting, or guiding flood flows along a particular waterway. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

*Floodproofing:* Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Floodway:* The channel of a river or other watercourse and adjacent land areas that shall be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than six (6) inches.

*Highest adjacent grade:* The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

*Historic structure:* A structure that is:

1. Listed individually in the National Register of Historic Places or preliminary determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by an approved state program as determined by the Secretary of the Interior.

*Letter of Map Revision ("LOMR"):* FEMA's official revision of an effective FIRM, or Flood Boundary and Floodway Map ("FBFM"), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing Regulatory Floodway, the effective BFE, or the SFHA.

*Letter of Map Revision Based on Fill ("LOMR-F"):* FEMA's modification of the SFHA shown on the FIRM based on the placement of fill outside the existing Regulatory Floodway.

*Lowest floor:* The lowest floor of the lowest enclosed area, including basement, that is used for living purposes which includes working, storage, sleeping, cooking and eating, or recreation or any combination thereof.

*Manufactured home:* A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

*Mean sea level:* For purposes of the NFIP, the North American Vertical Datum ("NAVD") of 1988 or other datum, to which BFE shown on a community's FIRP are referenced.

*Material Safety Data Sheet ("MSDS"):* A form with data regarding the properties of a particular substance. An important component of product stewardship and workplace safety, it is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

*National Flood Insurance Program ("NFIP"):* FEMA's program of flood insurance coverage and floodplain management administered in conjunction with the Robert T. Stafford Relief and Emergency Assistance Act.

*New construction:* The construction of a new structure (including the placement of a mobile home) or facility or the replacement of a structure or facility which has been totally destroyed.

*New manufactured home park:* A manufactured home park for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the ordinance codified in this Chapter.

*No-rise certification:* A record of the results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway, which must be supported by technical data and signed by a registered Colorado Professional Engineer.

*Physical Map Revision ("PMR"):* FEMA's action whereby one or more map panels are physically revised and republished.

*Recreational Vehicle:* A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projections, designed to be self-propelled or permanently towable by a light duty truck, and designed primarily as temporary living quarters for recreational, camping, travel, or seasonal use.

*Special Flood Hazard Area ("SFHA"):* The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, i.e. the 100-year floodplain.

*Start of construction:* The date a building permit was issued for a substantial improvement, provided that the actual start of construction, repair, reconstruction, rehabilitation, or addition is within 180 days of the permit date, with the actual start meaning either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation, and provided that permanent construction does not include: land preparation, such as clearing, grading and filling; the installation of streets or walkways; excavation for basement, footings, piers or foundations or the erection of temporary forms; or the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

*Substantial damage:* Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure just prior to when the damage occurred.

*Substantial improvement:* Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the start of construction of the improvement, but excluding:

1. A project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety codes which have been identified by the Town and are the minimum necessary conditions; or
2. An alteration of a historic structure if the alteration will not preclude the structure's continued designation as a historic structure.

*Threshold Planning Quantity ("TPQ"):* A quantity designated for each chemical on the list of extremely hazardous substances that triggers notification by facilities to the State, that such facilities are subject to emergency planning requirements.

*Water surface elevation:* The height, in relation to the NAVD of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

#### **10-14-4 - Applicability and interpretation.**

- A. This Chapter shall apply throughout the Town, and no structure or land shall hereafter be located, altered, or have its use changed without full compliance with this Chapter.
- B. This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- C. In the interpretation and application of this Chapter, all provisions shall be: considered as minimum requirements; liberally construed in favor of the Town; and deemed neither to limit nor repeal any other powers granted under state law.
- D. Any activity for which a Floodplain Development Permit was issued by the Town or a CLOMR was issued by FEMA prior to September 24, 2024 may be completed according to the standards in place at the time of the permit or CLOMR issuance.

**10-14-5 – General provisions.**

A. *Adoption of SFHA:* The SFHA identified by FEMA in a scientific and engineering report entitled, "The Flood Insurance Study for Erie, Colorado," dated October 24, 2024, with accompanying FIRMs or FBFM and any revisions thereto are adopted herein by reference. The Floodplain Administrator shall keep a copy of the FIS, DFIRMs, FIRMs and FBFMs on file and available for public inspection.

B. *Warning and disclaimer:* The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Greater floods can occur and flood heights may be increased by human-made or natural causes. This Chapter does not imply that land outside the SFHA will be free from flooding. This Chapter shall not create liability on the part of the Town or any official or employee thereof for any damage that results from reliance on this Chapter.

**10-14-6 – Floodplain Administrator.**

The Floodplain Administrator shall:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this Chapter, including the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and any floodproofing certificate required by Section 10-14-7(C).

2. Review, approve, or deny all applications for Floodplain Development Permits required by adoption of this Chapter.

3. Review Floodplain Development Permit applications to determine whether a proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1334) from which prior approval is required.

5. Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this Chapter, including proper elevation of the structure.

6. Where interpretation is needed as to the exact location of the boundaries of the SFHA (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

7. When BFE data has not been provided, the Floodplain Administrator shall obtain, review and reasonably utilize any BFE data and floodway data available from any source.

8. For waterways with BFE for which a floodway has not been designated, no development shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the development, when combined with all other existing and anticipated development, will not increase the BFE by more than six (6) inches.

9. Pursuant to 44 C.F.R. § 65.12, the Town may approve certain development in Zones A1-30, AE, AH, on the Town's FIRM, which increases the water surface elevation of the base flood by more than one-half foot, provided that the Town first applies for a CLOMR and receives FEMA approval.

10. Notify, in riverine situations, adjacent communities and the CWCB, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.

11. Ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

#### **10-14-7 - Floodplain Development Permit.**

A. A floodplain development permit is required for all construction or other development in the SFHA.

B. An application for a Floodplain Development Permit shall be filed with the Floodplain Administrator on forms furnished by the Floodplain Administrator. The following information is required, at a minimum:

1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

3. A certificate from a registered Colorado Professional Engineer or architect that the structure complies with this Chapter;

4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of the development;

C. Approval or denial of a Floodplain Development Permit shall be based on compliance with this Chapter and the following criteria:

1. The danger to life and property due to flooding or erosion damage;

2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

3. The danger that materials may be swept onto other lands to the injury of others;
4. The compatibility of the proposed use with existing and anticipated development;
5. The safety of access to the property in times of flood for ordinary and emergency vehicles;
6. The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
8. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
9. The relationship of the proposed use to the comprehensive plan for that area.

**10-14-8 - Variances.**

- A. The Board of Adjustment shall hear and render judgment on requests for variances from the requirements of this Chapter.
- B. Variances shall not be issued within any designated floodway, if any increase in flood levels during the base flood discharge would result.
- C. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief, and only upon the following:
  1. A showing a good and sufficient cause;
  2. A determination that failure to grant the variance would result in exceptional hardship to the applicant, and
  3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with applicable law.

E. The Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this Chapter.

F. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the Base Flood Elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

G. The Board of Adjustment's decision shall be final, and any person aggrieved by the decision of the Board of Adjustment may appeal such decision to a court of competent jurisdiction.

G. The Floodplain Administrator shall maintain a record of all variances, and shall report variances to FEMA upon request.

**10-14-9 - Appeals.**

A. The Board of Adjustment shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.

B. The Board of Adjustment's decision shall be final, and any person aggrieved by the decision of the Board of Adjustment may appeal such decision to a court of competent jurisdiction.

**10-14-10 – Flood hazard reduction.**

A. *General Standards:* In the SFHA, all of the following shall apply:

1. New construction and substantial improvements shall be designed and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

2. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.

3. New construction and substantial improvements shall be constructed with materials resistant to flood damage.

4. New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and located, so as to prevent water from entering or accumulating within the components during conditions of flooding.

5. Manufactured homes shall be installed using methods to minimize flood damage, and shall be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include without limitation use of over-the-top or frame ties to ground anchors.

6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters.

8. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

B. *Specific standards:* In areas of the SFHA where BFE has been provided, the following shall apply:

1. *Residential construction:* New construction and substantial improvements shall have the lowest floor electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities elevated to at least one (1) foot above the BFE. Upon completion of the structure, the elevation of the lowest floor shall be certified by a registered Colorado Professional Engineer, architect, or land surveyor.

2. *Nonresidential construction:* With the exception of critical facilities, new construction and substantial improvements shall either have the lowest floor electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities elevated to one (1) foot above the BFE or, together with attendant utility and sanitary facilities, be designed so that at one (1) foot above the BFE, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered Colorado Professional Engineer or architect shall develop and review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice.

3. *Enclosures:* New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement shall either be certified by a registered Colorado Professional Engineer or architect or meet or exceed the following minimum criteria:

a. A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one (1) foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

4. *Manufactured homes:* Manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on sites outside of a manufactured home park, in a new manufactured home park, in an expansion to an existing manufactured home park, or in an existing manufactured home park that has incurred substantial damage as a result of a flood, shall be elevated on a permanent foundation such that the lowest floor electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities are elevated to one (1) foot above the BFE and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. Other manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE shall be elevated so that either:

a. The lowest floor electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities are one (1) foot above the BFE; or

b. The chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

5. *Recreational vehicles:* All recreational vehicles placed on sites within Zones A1-30, AH, and AE must:

a. Be on the site for fewer than one hundred eighty (180) consecutive days; or

b. Be fully licensed and ready for highway use, meaning that it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

C. *Areas of shallow flooding:* In areas of shallow flooding, Zones AH and AO, the following shall apply:

1. *Residential construction:* New construction and substantial improvements shall have the lowest floor electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities elevated above the highest adjacent grade at least one foot above the depth number specified in feet on the FIRM (at least three feet if no depth number is specified). Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered Colorado

Professional Engineer, architect, or land surveyor. Such certification shall be submitted to the Floodplain Administrator.

2. *Nonresidential construction:* With the exception of critical facilities, new construction and substantial improvements shall have the lowest floor electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities elevated above the highest adjacent grade at least one (1) foot above the depth number specified in feet on the FIRM, or at least three (3) feet if no depth number is specified, or together with attendant utility and sanitary facilities, be designed so that the structure is watertight to at least one (1) foot above the BFE with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy. A registered Colorado Professional Engineer or architect shall certify that the standards of this Section are satisfied.

3. *Drainage:* Within Zones AH and AO, adequate drainage paths around structures on slopes shall guide flood waters around and away from structures.

D. *Floodways:* The following shall apply to all floodways:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development, unless it has been demonstrated through hydrologic and hydraulic analyses performed by a licensed Colorado Professional Engineer that the encroachment would not result in any increase (requires a No-Rise Certification) in flood levels within the Town during the occurrence of the base flood discharge.

2. If permitted, new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 10-14-8.

3. Pursuant to 44 C.F.R. § 65.12, the Town may permit encroachments that would result in an increase in BFE, provided that the Town first applies for a CLOMR and floodway revision through FEMA.

E. *Alteration of a watercourse:* For all developments that alter a watercourse within the SFHA, the following standards apply:

1. Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.

2. Channelization and flow diversion projects shall evaluate the residual 100-year floodplain.

3. Any channelization or other stream alteration activity shall be evaluated for its impact on the floodplain.

4. Any stream alteration shall be designed and sealed by a registered Colorado professional engineer or certified professional hydrologist.

5. Within a floodway, stream alteration activities are prohibited unless a floodway analysis and report, sealed by a registered Colorado Professional Engineer, demonstrates that there is no rise in the proposed conditions compared to existing conditions, otherwise known as a No-Rise Certification, unless the Town first applies for a CLOMR and floodway revision.

6. Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.

F. *Properties removed by LOMR-F:* A Floodplain Development Permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a LOMR-F, unless such new structure or addition complies with the following:

1. *Residential construction:* The lowest floor electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities is elevated to one (1) foot above the BFE that existed prior to the placement of fill.

2. *Nonresidential construction:* The lowest floor electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities is elevated to one (1) foot above the BFE that existed prior to the placement of fill, or together with attendant utility and sanitary facilities, is designed so that the structure or addition is watertight to at least one (1) foot above the BFE that existed prior to the placement of fill, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

G. *Critical facilities:*

1. Critical facilities are classified under the following categories: essential services; hazardous materials; at-risk populations; and vital to restoring normal services.

a. Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters,

communications, public utility plant facilities, and transportation lifelines. Specific exemptions to this category include wastewater treatment plants, non-potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances. A public utility plant facility may be exempted if it can be demonstrated, to the satisfaction of the Floodplain Administrator, that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, redundant facilities must be available and connected, the alternative facilities must either located outside of the 100-year floodplain or compliant with this Chapter, and an operations plan must be in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Floodplain Administrator upon request.

b. Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic or water-reactive materials, including chemical and pharmaceutical plants; laboratories containing highly volatile, flammable, explosive, toxic or water-reactive materials; refineries; hazardous waste storage and disposal sites; and above-ground gasoline or propane storage or sales centers.

c. Facilities vital to restoring normal services include:

i. Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers); and

ii. Dormitories, offices, and classrooms for public colleges and universities. These facilities may be exempted if it is demonstrated to the Floodplain Administrator that the facility is an element of a redundant system for which service will not be interrupted during a flood, meaning that redundant facilities are available, the alternative facilities are either located outside of the 100-year floodplain or are compliant with this Chapter, and an operations plan is in effect that states how redundant facilities shall provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the Floodplain Administrator upon request.

d. At-risk populations include medical care, congregate care, and schools. These facilities consist of: elder care; congregate care serving 12 or more individuals; and public and private schools serving 12 or more children.

2. If the owner of a facility is required by the Occupational Safety and Health Administration ("OSHA") to keep a MSDS on file for any chemical stored or used in the work place, and the chemical is stored in quantities equal to or greater to or greater than the TPQ for that chemical, then that facility shall be considered to be a critical facility. The TPQ for these chemicals is: either five hundred (500) pounds or the TPQ listed, whichever is lower, for the chemicals listed under 40 CFR § 302, also known as Extremely Hazardous Substances, or ten thousand (10,000) pounds for any other chemical. The "Designation, Reportable Quantities, and Notification" regulation, at 40 C.F.R. § 302, and the "Occupational Safety and Health Standards," at 29 C.F.R. § 1910, are incorporated herein by reference and include the regulations in existence at the time of the promulgation of this Chapter, but exclude later amendments to or editions of the regulations. Following are specific exemptions to this category, provided that these exemptions shall not apply to buildings or other structures that also function as critical facilities under another category outlined in this Chapter:

a. Finished consumer products within retail centers and households containing hazardous materials intended for household use, and agricultural products intended for agricultural use.

b. Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public.

c. Pharmaceutical sales, use, storage, and distribution centers that do not manufacture pharmaceutical products.

3. For new and substantially improved critical facilities and new additions to critical facilities within the SFHA, the elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, shall be at least two (2) feet above the BFE.

4. New critical facilities shall, when practicable as determined by the Floodplain Administrator, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a 100-year flood.

H. *Subdivision standards:*

1. All subdivisions, including the placement of manufactured home parks, shall be reasonably safe from flooding. If a subdivision is in a flood-prone area, the subdivision shall minimize flood damage.

2. BFE data shall be generated for subdivisions, including manufactured home parks, which are greater than 50 lots or 5 acres, whichever is less.

4. All subdivisions, including manufactured home parks, shall have adequate drainage provided to reduce exposure to flood hazards.

5. All subdivisions, including manufactured home parks, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

**10-14-11. Violation and penalty.**

A. It is unlawful to construct, locate, extend or convert any structure or land in violation of this Chapter.

B. Violations of this Chapter shall be subject to the penalties set forth in Chapter 4 of Title 1 of this Code.

**Section 4. Severability.** If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

**Section 5. Safety.** The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

**Section 6. Effective Date.** This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, Read, Passed and Ordered Published this \_\_\_\_ day of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
Justin Brooks, Mayor

**Attest:**

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**TOWN OF ERIE  
TOWN COUNCIL MEETING  
September 24, 2024**

---

- SUBJECT:**           **Ordinance No. 035-2024**  
An Ordinance of the Town Council of the Town of Erie  
Amending Title 10 of the Erie Municipal Code by the Addition of  
a New Chapter 14 Regarding Flood Damage Prevention, and  
Repealing other Code Sections in Conflict Therewith
- PURPOSE:**           Unified Development Code amendment to provide align with  
Federal and State standards.
- CODE REVIEW:**    Erie Municipal Code, Title 10
- DEPARTMENT:**    Public Works; Planning and Development
- PRESENTER:**       Wendi Palmer, Civil Engineer III; Kelly Driscoll, Planning  
Manager
- 

**STAFF RECOMMENDATION:**

Staff recommends that the Council adopt the ordinance amending Title 10 of the Erie Municipal Code regarding flood damage prevention.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

For a community to participate in the National Flood Insurance Program (NFIP), it must adopt and enforce floodplain management regulations that meet or exceed the minimum NFIP standards. To ensure that the Town’s regulations meet Federal and State requirements, an update to Floodplain regulations is necessary. The proposed amendments include the following elements:

Creation of Chapter 14 – Flood Damage Prevention

The proposed ordinance creates a new chapter in Title 10, Chapter 14, specifically for flood regulations. The existing ordinance is located within Chapter 2, Zoning Districts. The proposed ordinance addresses more than zoning districts, and thus necessitates the creation of a new chapter within Title 10 to adequately regulate.

The new Chapter 14 is based on model code developed by Colorado Water Conservation Board, tailored to Erie’s needs. The Colorado Water Conservation Board has reviewed the proposed ordinance and finds that it complies with NFIP. Chapter 14 contains 11 sections establishing findings of fact, purpose, definitions specific to the chapter, applicability and interpretation, general provisions, administrator, permit requirements, variances, appeals, flood hazard reduction standards, and violation and penalties.

Deletion of 10-2-6. C. Floodplain overlay district (FPO)

Elimination of 10-2-6. C. in its entirety is necessary to enable the proposed Chapter 14 to regulate flood damage matters.

The Planning Commission considered the ordinance at their September 24, 2024, meeting and voted unanimously to pass Resolution P24-13 recommending that Town Council pass the ordinance.

**Approval Criteria**

Section 10-7-18(C)(9) of the Erie Municipal Code states the following approval criteria when considering amendments to the text of the UDC:

1. The proposed amendment will promote the public health, safety, and general welfare; and
2. The proposed amendment is generally consistent with the Town’s Comprehensive Master Plan and the stated purposes of this UDC; and
3. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.

The proposed amendment will ensure the Town’s regulations meet federal and State requirements.

**Public Notice:**

Notice was published in the Colorado Hometown Weekly on September 4, 2024. No posting, mailing, or neighborhood meeting is required.

**Attachments**

1. Resolution P24-13
2. Ordinance No. 035-2024
3. Staff Report
4. Staff Presentation



**ERIE**  
COLORADO

# Proposed Changes to Title 10 (UDC)

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## **Town Council**

Wendi Palmer, Civil Engineer III

Kelly Driscoll, Planning Manager

Sept. 24, 2024



# Request

Amendments to Title 10 regarding Flood Damage Prevention Regulations



## Overview

- Background
- Proposal
- Decision



## Background

For a community to participate in the National Flood Insurance Program (NFIP), it must adopt and enforce floodplain management regulations that meet or exceed the minimum NFIP standards.



## Background

National Flood Insurance Program

Reduce impact of flooding on private and public structures

- Insurance to property owners
- Development and implementation of floodplain management standards



## Overview

- ✓ Background
- Proposal
- Decision



## Proposal

- Deletion of 10-2-6. C. Floodplain overlay district (FPO)
- Creation of Chapter 14 – Flood Damage Prevention:
  - New chapter within the UDC
  - Based on model code developed by Colorado Water Conservation Board
  - 11 sections
    - Findings of fact
    - Purpose
    - Definitions
    - Applicability and interpretation
    - General provisions
    - Administrator
    - Permit requirements
    - Variances
    - Appeals
    - Flood hazard standards
    - Violation and penalties



## Overview

- ✓ Background
- ✓ Proposal
- Decision



## Approval Criteria – 10-7-18

- a. The proposed amendment will promote the public health, safety, and general welfare;
- b. The proposed amendment is generally consistent with the Town's Comprehensive Master Plan and the stated purposes of this UDC; and
- c. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.



# Public Notice

Neighborhood Meeting: None required

## PUBLIC NOTICE OF HEARING

Published in the Colorado Hometown Weekly: Sept. 4, 2024

Property Posted: N/A

Letters to Adjacent Property Owners: N/A



## Planning Commission

Voted unanimously to adopt Resolution P24-13

Recommending the Town Council Adopt an Ordinance Amending Title 10 of the Erie Municipal Code Regarding Flood Damage Prevention



## Staff Recommendation

Adopt Ordinance 035-2024 Amending Title 10 of the Erie Municipal Code by the Addition of a New Chapter 14 Regarding Flood Damage Prevention, and Repealing other Code Sections in Conflict Therewith



**ERIE**  
COLORADO

# Proposed Changes to Title 10 (UDC)

---

## Town Council

Wendi Palmer, Civil Engineer III

Kelly Driscoll, Planning Manager

Sept. 24, 2024

# Trial

FROM PAGE 6

“He’s going to die behind bars,” Silverman said. “That’s probably true even if he’s found insane.”

Silverman added that he believes generally most people who are sentenced to state hospitals are restored.

“But most cases don’t involve the murders of this many people,” Silverman said.

But even if he is not sent to prison, Garnett said life in the state hospital “is no picnic.”

“It’s not a prison but it’s a locked facility,” Garnett said. “I would anticipate he’d be subjected to intense treatment protocols. He would not have freedom. He would be held to both protect the public and to maximize his treatment opportunities, possibly for the rest of his life.”

Silverman believes that if sentenced to prison, Alissa

will likely be held in a maximum security prison.

## Background on the case

According to an arrest affidavit, police were called to the King Soopers at 3600 Table Mesa Drive at 2:40 p.m. March 22, 2021, for a report of an armed man who had shot a person in a vehicle in the store’s parking lot and was inside the store.

Eric Talley, a 51-year-old Boulder police officer, was the first to arrive, and was shot and killed. Police said Alissa fired at other responding officers before one of them shot Alissa in the leg.

Alissa later surrendered to police. Officers found weapons and tactical body armor at the scene, according to the affidavit.

In addition to Talley, Denny Stong, 20; Neven Stanisic, 23; Rikki Olds, 25; Tralona Bartkowiak, 49; Teri Leiker, 51; Suzanne Fountain, 59; Kevin Mahoney, 61; Lynn Murray, 62; and Jody Waters, 65, were killed in the shooting.

# Reservoir

servancy Board, which in May granted an increase to \$150 million from its original \$90 million low-interest loan. All of the participants in the project have the option of rolling the escalated costs in with that financing.

The project was supposed to get underway in 2019, but construction didn’t begin until August 2021. When Northern Water signed the contract in 2019, the cost was estimated at \$480 million, but it jumped to \$561 million at some point.

In addition to defending that lawsuit, there were other changes that increased the overall price, Stahla said. For one, crews under-estimated the amount of rock to be loaded off site. Crews are using rock on site to construct the dam, but the rock is denser than thought, and that has increased the

amount of rock that must be removed.

“The (builders) were able to lock in favorable procurement items because they started early, and with steel prices and diesel fuel prices increasing, by the time we started construction in ‘21,” prices increased. Labor costs also increased in that time, Stahla said.

In total, the extra cost is \$65 million, but it represents about a 10% cost overrun. Cost overruns are somewhat standard on large infrastructure projects, and it was expected in this project in particular.

Greeley water and sewer director Sean Chambers said he is not surprised at a cost hike. Greeley, which has 9,189 shares in the project, will have to cover \$6.7 million for its shares to complete the project. That comes out to \$336,000 a year in extra debt service, Chambers said, adding that that amount is manageable.

“We borrowed for nearly

the entire construction project for our portion of that. And given that we’re building a reservoir that should operate in perpetuity, and this is an investment that goes well beyond 100 years, borrowing is a good strategy that allows future rate payers coming to Greeley in next 30 years to participate in the costs, and there are not just existing rate payers paying that back,” Chambers said. “That’s been our general strategy as a whole.”

Costs are based on the amount of shares the cities and organizations own of the project. The costs per share is \$715 per unit for cash and \$729 per unit for financing.

For some participants, the extra fees are less than \$5 million, but for Broomfield and Platte River Power Authority, the increases stretch to \$11.6 million and \$18.9 million respectively, representing the highest costs of the group.

Broomfield communications director Julie Story

said the city planned for the increase and already absorbed the extra costs in its 2025 rates. She did not take further questions.

Officials from Platte River Power Authority responded to questions via email:

“Platte River’s share of the additional funding is \$11.7M, which results in annual payments of approximately \$500,000 that have already been reflected in our rate projections. The \$500,000 payments are incorporated into our overall operating expenditures of approximately \$300 million and amounts to less than 0.2% of overall operating expenditures. Additionally, Platte River’s water policy has enabled the sale of some water rights, which generated much of the revenue needed for the Chimney Hollow Reservoir project and allowed us to firm our water supply.”

*This article was first published by BizWest.*

# Holiday

FROM PAGE 4

Centaurus High drum major, said she likes that the two rival bands are performing at the same event while giving back.

“It brings the community together,” she said.

Also bringing the music

was Balfour Senior Living, whose residents rode on a float while dressed as miners and dancing to popular tunes. As they neared the judging booth, residents and staff joined the crowd in enthusiastically dancing along to “Macarena.”

Another mainstay of the parade is the Denver area Model A Ford Club.

While not a Model A, Sharon Miller and her husband joined in with their Ford Model TT truck. The Westminster couple bought the 1925 truck, once popular with farmers, from a friend’s estate after his death. Though once a truck that stayed mainly in a garage, they decided to take it on the road and show it off at events — af-

ter the couple sorted out the brakes to a safe condition. For added interest, they built a water pump contraption in the bed that crushes cans.

“It’s fun to educate people,” Miller said. “A lot of people don’t know what this truck is. This is where automobiles and trucks started. You wouldn’t have your modern, comfortable vehi-

cles without it.”

Dana Ansley, whose son marched with Monarch’s band, is in her 14th year attending the parade. She always arrives extra early to set up near the start by the fire station, bringing chairs for her 80-year-old neighbors so they can walk over later. And she always brings friends, including one who was a pa-

rade first-timer this year and another who has attended with her since their kids were in preschool together.

“Even in a town that’s changed so much, the parade is still all about community,” she said. “Seeing all the excitement and nostalgia, it still gives you that same patriotic feeling.”

# Rocky

FROM PAGE 8

“Remedies fail and you have to keep on top of these issues,” Kirshenbergsaid. “The remedies need to be protective of human health and the environment. Hopefully, all we see is the use of the site — but if something happens in the future, they may have to put it back together.”

A Department of En-

ergy spokesman told The Post that the agency would continue doing what it has been doing while the stewardship council has been active.

“The cleanup of the Rocky Flats site has proven to be protective of human health and the environment for nearly 20 years,” spokesman Jeremy Paul Ortiz wrote in a statement. “As we move into the third decade since cleanup, DOE will continue reporting on-site monitoring and maintenance activ-

ities and post this material on our public website.”

The Rocky Flats National Wildlife Refuge saw 50,000 visitors in the most recent fiscal year, according to the U.S. Fish and Wildlife Service.

One of those visitors is Jeanette Hillery, a member of the League of Women Voters of Boulder County. She’s also been a member of the stewardship council since its inception 18 years ago.

She said she’s struck by how the contamination hor-

ror stories of decades ago still seem to guide people’s thinking about Rocky Flats today. The site isn’t pristine, she said, but the testing and data she has seen over the last two decades indicate the risk posed by Rocky Flats’ legacy is more than manageable.

“There are a lot of people who want to go back to the 1970s and 1980s — and think that what was going on then is still going on today,” Hillery said. “The testing indicates it’s safe.”



The trailhead of Rocky Flats National Wildlife Refuge.

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## Public Notice

## Public Notice

## Public Notice

### Notice of Final Settlement

Notice Is Hereby Given that the Town of Erie of Colorado will make final payment at the Town Hall, 645 Holbrook Street, Erie, Colorado 80516. On or after September 6, 2024 to JOC Construction, LLC for all work done by said contractor on the 119th and Erie Parkway Turn Lane Correction Improvements Project (P22-074) all of said construction being within or near the boundaries of the Town of Erie, Colorado.

Any person, co-partnership, association of persons, company or corporation that has furnished labor, materials, provisions, or other supplies used or consumed by such Contractor or his Subcontractors in or about the performance of the work contracted to be done and whose claim therefore has not been paid by the Contractor or his Subcontractor, at any time up to and including the time of final settlement for the work contracted to be done, is required to file a verified statement of the amount due and unpaid on account of such claim to the Town of Erie, 645 Holbrook Street, Erie, Colorado, 80516, at or before the time and date hereinabove shown. Failure on the part of any claimant to file such verified statement of claim prior to final settlement will release said Town, it's Board of Trustees, officers, agents and employees, of and from any and all liability for such claim.

By the Order of the Board of Trustees  
Town of Erie, Colorado  
By: Debbie Stamp, Town Clerk

Published: Colorado Hometown Weekly August 28, September 4, 2024-2071566

### NOTICE OF PUBLIC HEARING TOWN COUNCIL TOWN OF ERIE

Notice is hereby given that on Tuesday, September 24, 2024, at 6:30 PM, or as soon as possible thereafter at the Erie Town Hall Council Chambers, 645 Holbrook Street, Erie, CO 80516, a PUBLIC HEARING will be held by the Erie Town Council to consider:

- (1) An ordinance amending Chapter 3 of Title 10 of the Erie Municipal Code establishing a new use of “Marijuana Business”; and
- (2) An ordinance amending Chapter 11 of Title 10 of the Erie Municipal Code adding Marijuana Business to Definitions.

Any person may appear at the public hearings and be heard regarding the matters under consideration. A copy of the proposed ordinances are on file and available for public inspection in the office of the Town Clerk.

Debbie Stamp  
Town Clerk

FOR QUESTIONS OR COMMENTS, CONTACT TOWN OF ERIE PLANNING & DEVELOPMENT DEPARTMENT  
P.O. BOX 750 ERIE, COLORADO 80516 PHONE: (303) 926-2770  
FAX: (303) 926-2706

Pub.: Colorado Hometown Weekly September 4, 2024 - 2071767

### NOTICE OF PUBLIC HEARING TOWN COUNCIL TOWN OF ERIE

Notice is hereby given that on Tuesday, September 24, 2024, at 6:30 PM, or as soon as possible thereafter at the Erie Town Hall Council Chambers, 645 Holbrook Street, Erie, CO 80516, a PUBLIC HEARING will be held by the Erie Town Council to consider:

- (1) An ordinance amending Title 10 of the Erie Municipal Code by the addition of a new chapter 14 regarding flood damage prevention and repealing other code sections in conflict therewith.

Any person may appear at the public hearings and be heard regarding the matters under consideration. A copy of the proposed ordinances are on file and available for public inspection in the office of the Town Clerk.

Debbie Stamp  
Town Clerk

FOR QUESTIONS OR COMMENTS, CONTACT TOWN OF ERIE PLANNING & DEVELOPMENT DEPARTMENT  
P.O. BOX 750 ERIE, COLORADO 80516 PHONE: (303) 926-2770  
FAX: (303) 926-2706

Pub.: Colorado Hometown Weekly September 4, 2024 - 2071768

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## Public Notice

## Public Notice

## Public Notice

## Public Notice

### TOWN OF ERIE NOTICE OF BUDGET HEARING

Pursuant to C.R.S. § 29-1-106, notice is hereby given that, on September 24th, 2024, at 6:30 p.m. or as soon as possible thereafter, the Council of the Town of Erie will hold a public hearing to consider the Town's 2024 amended budget. A copy of the amended budget is available for inspection at the Erie Town Hall, 645 Holbrook St., Erie, CO. Any interested elector of the Town may file any objections to the amended budget at any time prior to the final adoption of the amendments by the Board of Trustees, by mail to Town Clerk, P.O. Box 750, Erie, CO 80516, via email to townclerk@erieco.gov, or hand-delivered to Town Hall 645 Holbrook St., Erie, CO.

/s/Debbie Stamp, Town Clerk

Pub.: Colorado Hometown Weekly September 4, 2024 - 0002072730

**NOTICE TO CREDITORS Estate of SHIRLEY A. TOMCZAK, aka SHIRLEY ANN TOMCZAK, aka SHIRLEY TOMCZAK, Deceased Case Number 2024PR30417**

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Boulder County, Colorado on or before December 31, 2024 or the claims may be forever barred. John McCarthy, Personal Representative 3566 Emerson St San Diego, CA 92106 Published: Colorado Hometown Weekly August 28, September 4, 11, 2024-2070492

**NOTICE TO CREDITORS Estate of SITA SHARAN, aka SITA E. SHARAN, Deceased Case Number 2024PR30372**

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Boulder County, Colorado on or before December 30, 2024 or the claims may be forever barred. Matthew Haies, Personal Representative c/o Hannah J. Wurl Caplan & Earnest LLC 3107 Iris Ave. Ste 100 Boulder, CO 80301 Published: Colorado Hometown Weekly August 21, 28, September 4, 2024-2070469

**NOTICE TO CREDITORS Estate of Myrna Audrey Haies, aka Myrna Haies, and Myrna A. Haies, Deceased Case Number 2024 PR 30441**

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Boulder County, Colorado on or before December 21, 2024 or the claims may be forever barred. Matthew Haies, Personal Representative c/o Hannah J. Wurl Caplan & Earnest LLC 3107 Iris Ave. Ste 100 Boulder, CO 80301 Published: Colorado Hometown Weekly August 21, 28, September 4, 2024-2070469

**NOTICE TO CREDITORS Estate of Charles Philip Wolfe III, aka Charles Phillip Wolfe, Charles P. Wolfe, Chuck P. Wolfe, and Chuck Wolfe, Deceased Case Number 2024 PR 30397**

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Boulder County, Colorado on or before December 21, 2024 or the claims may be forever barred. Kristi L. Winseck, Personal Representative c/o Hannah J. Wurl Caplan & Earnest LLC 3107 Iris Ave. Ste 100 Boulder, CO 80301 Published: Colorado Hometown Weekly August 21, 28, September 4, 2024-2070036

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# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-305, **Version:** 1

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**SUBJECT:** Communitywide Waste Hauler Discussion  
Communitywide Waste Hauler Discussion

**DEPARTMENT:** Environmental Services

**PRESENTERS:** Emma Marino, Sustainability & Water Conservation Specialist I  
Eryka Thorley, Sustainability Manager  
David Frank, Director of Environmental Services

**POLICY ISSUES:**

Working collaboratively with Haulers, HOAs, and Town residents to implement a better system of waste collection that reduces truck traffic, provides more service options, reduces the amount of recyclable and compostable waste going to the landfill, and achieve economies of scale that reduce the cost of waste collection services for most Town residents.

**STAFF RECOMMENDATION:**

Informational Only

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Town of Erie is exploring strategic waste diversion opportunities for the Town. This includes Pay As You Throw enforcement, a Town-managed communitywide waste hauler contract and/or a Universal Recycling Ordinance that engages multi-family and commercial accounts.

Erie received a Front Range Waste Diversion grant from the Colorado Department of Public Health and Environment in 2020. This grant supported efforts at the Erie Recycling Center and began research and outreach regarding a communitywide waste hauler contract for the Town. After community engagement and outreach efforts, the Town released a Request for Proposal (RFP) for a communitywide waste hauling contract in 2022. The request received three bids, but because the prices offered by haulers were more expensive than what most residents were currently paying, staff decided to not pursue a contract at that time. Instead, staff conducted additional research on what led to the haulers high-priced bids and how the Town might structure a new RFP to address those issues.

As part of that research, in the Town's 2023 Community Survey, we asked a question intended to gauge interest in curbside trash, recycling, and compost services at specific price points (set to be

equal to the price residents of Louisville pay for the service). We also asked a follow-up question for respondents who said they would prefer to keep the waste service they currently have, why they would opt out of Town contracted service at those price points. Of those who said they would opt out, only 15% said they had lower cost trash, recycling, and compost service, while 55% said they did not have a choice because their HOA provides waste service.

Building on that information, staff conducted interviews in 2023 with six other municipalities to learn more about their waste diversion strategies. And just recently, interviewed all six haulers who operate in Erie to ask questions about their operations and pricing and hear their comments and concerns. Currently staff is meeting with HOA representatives and engaging the community through a survey and in person interviews with additional outreach events coming soon.

Staff's presentation during this Council study session will review the information gained from research and interviews with other municipalities and waste haulers, and then discuss potential strategies we could use in Erie to implement a better system of waste collection that reduces truck traffic, provides more service options, reduces the amount of recyclable and compostable waste going to the landfill, and achieve economies of scale that reduce the cost of waste collection services for most Town residents.

**ATTACHMENT:**

1. Presentation



# Waste Diversion Strategies

Town of Erie Council Meeting  
Sept. 24, 2024

Environment Services Department:  
Emma Marino, Sustainability & Water Conservation Specialist  
Eryka Thorley, Sustainability Manager  
David Frank, Environmental Services Director

# Tonight's Agenda

- Introduction
- History
- Insights from other Municipalities
- Insights from Haulers
- HOA engagement
- Town of Erie options
- Council discussion
- Next steps

# Introduction

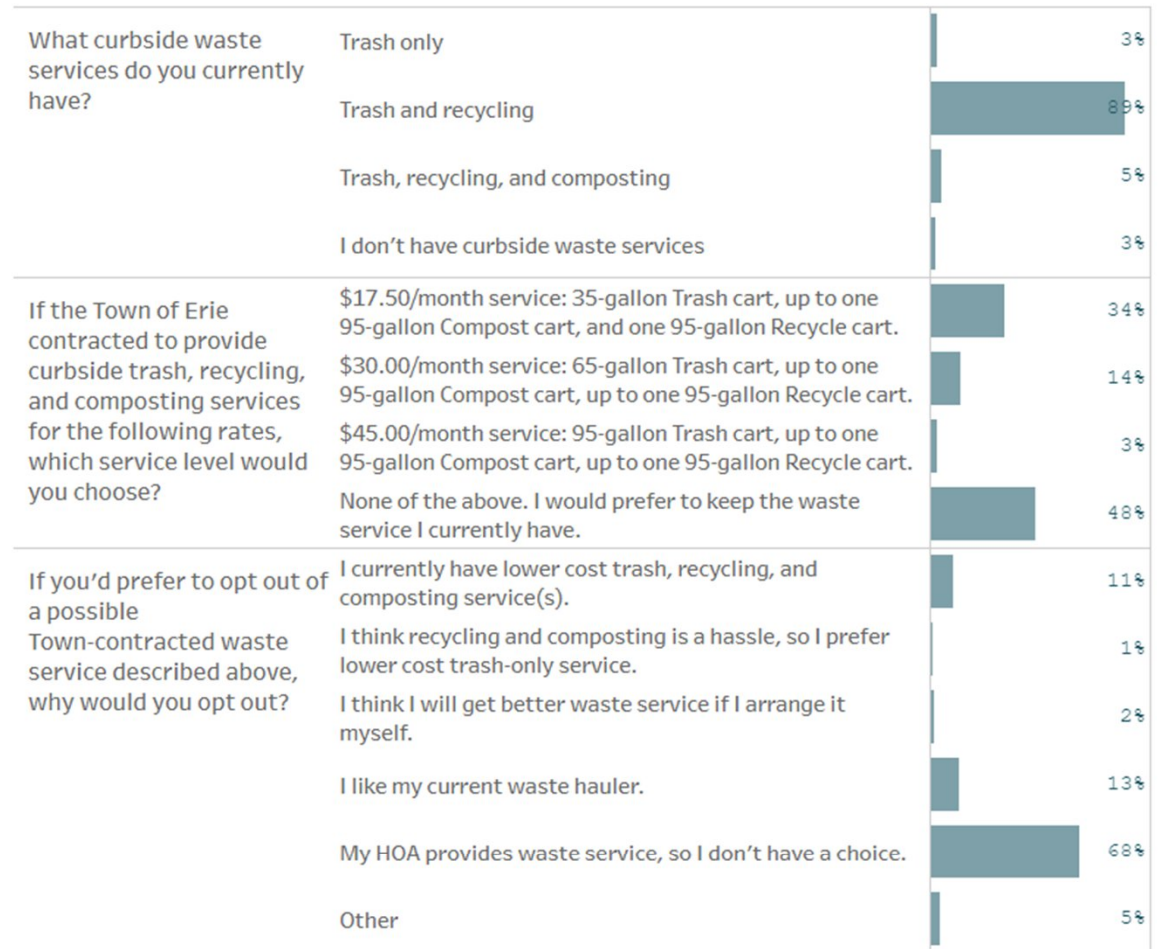
## Why discuss waste hauling and diversion strategies?

- Reduce truck traffic and impact on streets, increase public safety
- Decrease waste that is landfilled and reduce local methane emissions from the landfill
- Reduce costs for the majority of Town residents
- Equity
- Improve local and regional air quality
- Make curbside composting and recycling service available to more Town resident

## Current Status-quo:

- Predominant service level is large waste containers only (96 gallons)
- Fees are flat regardless of how much waste is collected (Not Pay-As-You-Throw [PAYT])
- Hauler rates vary widely for same service

# 2023 Community Survey Data



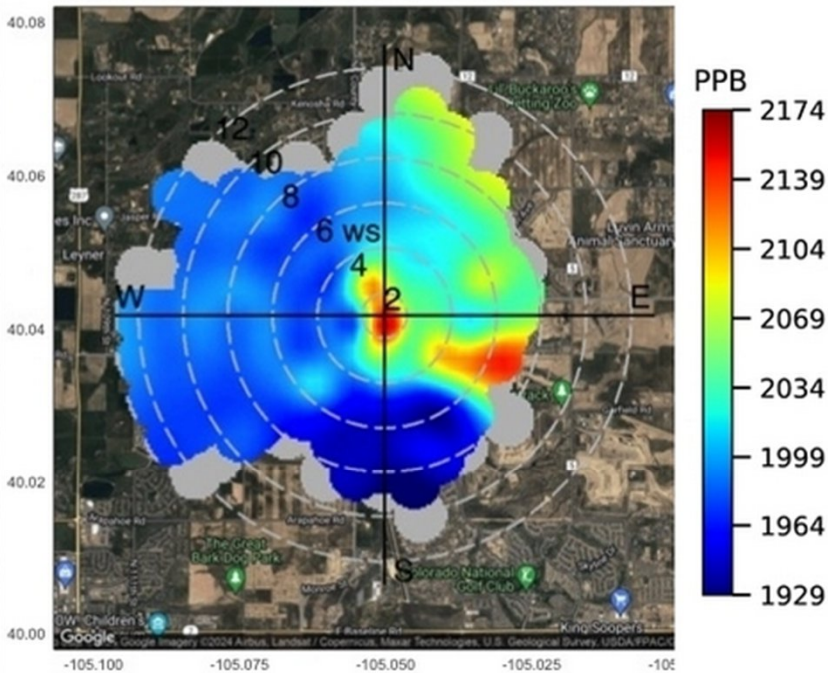
# Local Impacts of Trash Vehicles



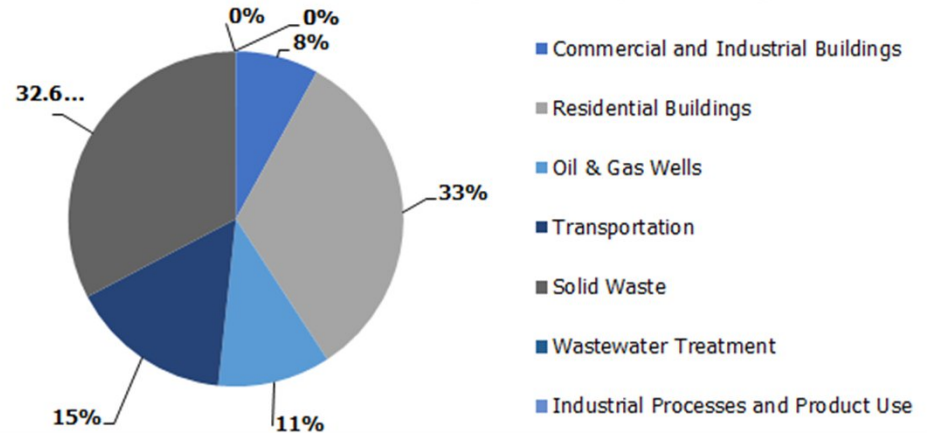
# Air Quality

Erie Community Center  
Methane Oct 01, 2023, to Dec 31, 2023

Minimum bin value = 2  
Wind speeds larger than 1 m/s



Total BASIC+ Emissions by Sector (mt CO2e)



All Emissions by Sector (BASIC+)

Sector	Emissions (mt CO2e)	Percentage of Total
Commercial and Industrial Buildings	28,332	8%
Residential Buildings	115,871	33%
Oil & Gas Wells	38,494	11%
Transportation	55,198	16%
Solid Waste	115,292	33%
Wastewater Treatment	130	0.04%
Industrial Processes and Product Use	101	0.03%
<b>Total Emissions</b>	<b>353,418</b>	<b>100%</b>



# History

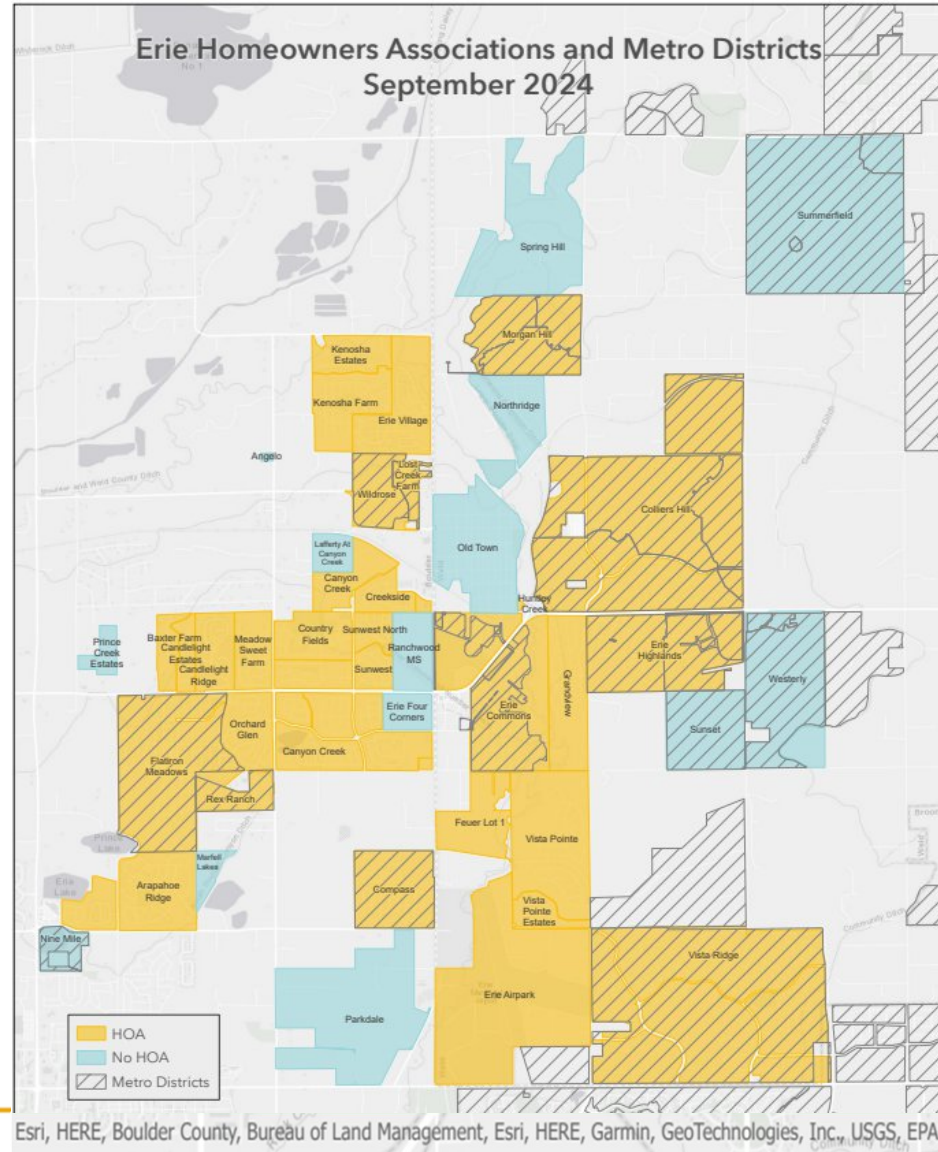
## 2020 – 2022

- Initial look at a communitywide waste hauling contract for non-HOA neighborhoods (Old Town & Northridge).
- Research and exploration funded by Front Range Waste Diversion grant that also supported infrastructure expansion at the Recycling Center.
- March 2020 adopted Ordinance 15-2020, applying Boulder County's commercial waste hauler licensing requirements to haulers doing business in Erie.
- Community engagement: survey and tabling at events and some HOA neighborhoods.

Issued RFP (2022) received three bids, pricing was too high, so staff withdrew proposed contract.

- Haulers explained pricing (or no bid) was due to short contract length, small population of customers, and short time for mobilization.

## Erie Homeowners Associations and Metro Districts September 2024



Subdivision	Address Points
Angelo	1
Arapahoe Ridge	617
Baxter Farm	16
Candlelight Estates	31
Candlelight Ridge	96
Canyon Creek	971
Canyon Creek	195
Colliers Hill	2281
Compass	518
Country Fields	210
Creekside	185
Dearmin Minor	0
Erie Airpark	169
Erie Commons	942
Erie Four Corners	250
Erie Highlands	752

Subdivision	Address Points
Erie Village	389
Feuer Lot 1	1
Flatiron Meadows	826
Grandview	420
Huntley Creek	15
Kenosha Estates	28
Kenosha Farm	253
Lafferty At Canyon Creek	133
Lost Creek Farm	44
Marfell Lakes	4
Meadow Sweet Farm	182
Morgan Hill	491
Nine Mile	324
Northridge	193
Old Town	668
Orchard Glen	213

Subdivision	Address Points
Parkdale	901
Prince Creek Estates	4
Ranchwood Minor Subdivision	295
Rex Ranch	134
Spring Hill	0
Summerfield	479
Sunset	249
Sunwest	157
Sunwest North	109
Vista Pointe	337
Vista Pointe Estates	24
Vista Ridge	2314
Westerly	780
Wildrose	120

\*GIS does not keep specific HOA information; address points are an approximation.\*



# Insights From Other Municipalities

From August - October 2023, conducted seven interviews with neighboring municipalities or stakeholders about their experiences implementing different waste policies.

- Spoke with Longmont, Broomfield, Denver, Golden, Lafayette, Fort Collins, and Western Disposal.

## Main takeaways:

- No one size fits all approach, each municipality has something that supports their community.
- Contract term is key: 3-5 years minimum.
- Early involvement of HOAs helps to better facilitate their involvement once their contracts expire.
- A phased policy approach may be beneficial.

# Insights from Haulers

In May 2024, staff interviewed all haulers operating in Erie:

- One Way, Inc., Republic Services, Waste Connections, Waste Management (WM), Western Disposal Services, and Wompost.
  - One Way – approx. 500 single homes
  - WM – approx. 6,200 contracts in Erie (primarily HOA)
  - Waste Connections – approx. 7,800 contracts in Erie (18 HOAs, 860 single homes)
  - Wompost – 266 single homes (compost only)

Key points including specific recommendations:

- PAYT model is important to increase diversion and incentivize trash diversion.
- Longer contract and increased participation will produce competitive rates.
- Limited compost collection and utilization in Erie at this time.

# HOA Engagement (ongoing)

37 HOAs contacted via email and phone with survey and interview requests.

- Conducted two interviews with Vista Ridge and Erie Airpark representatives, received some data from Erie Highlands, and was told Collier's Hill was not interested in participating.
- Despite multiple follow ups, many property management representatives did not engage.

## General Responses:

- The price for hauling varies greatly – our interviewees ranged from \$9.97 to \$29.62 per month for 96-gallon trash and recycling. Many residents, however, do not know how much they are paying since it is included in their HOA fees.
- PAYT 15-2020 ordinance enforcement could be a problem in some neighborhoods due to limited storage space and HOA requirement to keep trash bins inside except on trash day.

# Town of Erie Strategic Waste Diversion Recommendations

Recommendations	Considerations
Pay as You Throw (PAYT) Ordinance Update & Enforcement	<ul style="list-style-type: none"> <li>• Boulder County/Town Ordinance require PAYT with recycling.</li> <li>• Town has not enforced this requirement based on its 2020 ordinance.</li> <li>• Hauler compliance may increase prices for some residents while lowering for others</li> </ul>
New RFP and Communitywide Hauling Contract(s)	<ul style="list-style-type: none"> <li>• Could expand curbside recycling and compost to all residents and reduce cost for most</li> <li>• Reduces damage to roads and air pollutants from multiple trucks and haulers.</li> <li>• Incorporating HOAs would take time (~3-5 years).</li> </ul>
Universal Recycling Ordinance (URO)	<ul style="list-style-type: none"> <li>• Requires recycling at all businesses and multi-family housing.</li> <li>• Ideally phased in after PAYT and communitywide contract.</li> </ul>

# Updated RFP Potential Outcomes

Revising RFP to fix previous flaws could achieve:

- Reduced cost for most Town residents
- Incentive for HOAs to opt-in (reduced cost, increased services, and no need to contract/bill)
- Fewer trucks and less damage to Town streets
- Increased recycling and composting
- Reduced GHG from landfill emissions and truck traffic
- Economies of scale, use of existing assets, and better service

State Legislation:

- Extended Producer Responsibility and impact on recycling costs from 2026 forward.

# Council Discussion

## Key high-level questions:

- What are Council priorities?
  - Road wear/traffic
  - Air pollution, climate change impacts
  - Increasing composting to reduce GHG
  - Quality of service
  - Cost of service
  - Other?
- Does Council support updating and reissuing the RFP to get clear pricing information and potentially implement a contracted opt-in/opt-out system?
- How important to Council is expanding compost service?
- Consideration of an opt-out fee?
- Other questions?

# Next Steps

Summarize discussion and clarify direction.

Estimated timeline moving forward.

- Continue to engage community & HOA survey
- Updated PAYT ordinance targeted discussions and develop updated language and enforcement mechanisms
- Finalize and release communitywide waste hauling RFP
- Evaluate RFP results and share with Council
- Bring updated PAYT ordinance to Council for approval
- If RFP responses are competitive, negotiate contracts with hauler(s) and HOAs

Contact [SustainableErie@erieco.gov](mailto:SustainableErie@erieco.gov) with comments and questions.

# Thank you

Questions:  
[SustainableErie@erieco.gov](mailto:SustainableErie@erieco.gov)


# Appendix A: Engagement Summary

- Prior to bringing information to Town Council regarding a single/preferred hauler contract, the following engagement was conducted:
- From August - October 2023, 7 interviews with neighboring municipalities or stakeholders were held about their experiences with the implementation of different waste policies.
  - We spoke to Longmont, Broomfield, Denver, Golden, Lafayette, Fort Collins, and Western Disposal.
- In November 2023, an application was submitted to the Front Range Waste Diversion (FRWD) Technical Assistance Service Provider (TASP) program. The scope of the application was for TASP to provide support in the research of and engagement for a new Town-wide waste policy.
  - The project was initially accepted by the FRWD Board but was not fully approved due to the similarity to the project they funded between 2020-2022 of which the waste hauler portion was not successful. With the Council possibly changing over in November 2024 the uncertainty of support was also a factor.
  - TASP does offer lower-level support that the Town is able to take advantage of. They have already agreed to support updating the previous RFP if it is reissued.



# Appendix A: Engagement Summary (con.)

- The Sustainability Division spoke with HOA representatives at the O.N.E. meeting on May 8, 2024. The following data was gleaned from the nine attendees who participated in their survey:
  - Seven out of nine attendees did not know how much they paid for their waste hauling since it is included in their HOA fees.
  - Price is an important consideration for new contracts.
  - Themes of including compost and weekly recycling pick up arose.
- The week of May 20, 2024, staff conducted interviews with all the waste haulers in Erie – One Way, Inc., Republic Services, Waste Connections, Waste Management (WM), Western Disposal Services, and Wompost. These interviews served as an informal opportunity to gather updated information from the haulers and hear their opinions on waste policies for Erie. The following individuals were spoken with:

Organization:	Primary Contact / Title:
One Way, Inc.	Angel Montoya / Director of Operations
Republic Services	Mark Petrovich / Municipal Services Manager
Waste Connections	Randy Tc  (Ctrl) District Manager
Waste Management (WM)	Curtis Gardener / Public Sector Solutions Manager
Western Disposal Services	Eric Loof / Sales Manager
Wompost	Carolyn Pace / CEO and Founder





# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-453, **Version:** 1

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**SUBJECT:** Staff Report  
Environmental Services Monthly Report - August 2024

**DEPARTMENT:** Environmental Services Department

**PRESENTER:** David Frank, Director of Environmental Services

**STAFF RECOMMENDATION:**  
Informational Only

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**  
The Environmental Services Monthly Report includes updates from all divisions within the Environmental Services Department, including Sustainability and Energy & Environment.

**ATTACHMENT:**  
1. Environmental Services Monthly Report - August 2024

# ENVIRONMENTAL SERVICES MONTHLY REPORT

Review of August 2024

## Highlights

- The Energy & Environment Division is reposting the Environmental Analysis position acquisition. The position will assist with oil and gas regulation, spill/release remediation, mine subsidence, air quality, and other environmental challenges faced by the Town. The new position is anticipated to start in early November.
- The EPA awarded both DRCOG & the Colorado Energy Office Climate Pollution Reduction Grants, totaling \$328 million dollars for emissions reducing efforts across the Front Range and Colorado.
- Be on the lookout for Waste Diversion Rebates from the Sustainability Division and Economic Development teams. These rebates will support waste diversion resources and activities for Town businesses and residents, funded through bag fee funds.

## OIL & GAS

### News & Notes

#### Draco OGDG

The Energy and Carbon Management Commission (ECMC) postponed the Draco Oil and Gas Development Plan (OGDP) pending a Rule 511 Public Hearing, requested by Flatiron Meadows Oil & Gas Monitoring Group (FMOGMG). The Rule 511 Hearing will likely occur in mid-October and facilitation is being coordinated by Town and ECMC Staff. Representation by Colorado Department of Public Health & Environment (CDPHE) staff has been requested.

The Town will participate in the mid-October hearing to express remaining concerns and issues, though staff continues to meet regularly with the Operator to address the remaining unresolved concerns.

The final hearing before the Commission will be held at a date uncertain after the conclusion of the Rule 511 public hearing. More information will be provided as available.

### Spills & Releases

Operators reported 121 spills/releases during the month of August 2024, state-wide, of which 5 were reported within the municipal boundary of Erie.

- Warren H Wiggett 13-2
  - Reported by Civitas Aug 8, 2024
  - Past spill identified during site decommissioning. Date of release unknown.
  - Extent and type of release being determined
- CPC 4-42-4
  - Reported by Occidental Aug 16, 2024
  - Past spill identified during well re-plugging. Date of release unknown.
  - Extent and type of release being determined
- Koch 41-6 Flowline
  - 3 separate releases re-reported by KP Kauffman August 9, 2024
  - The releases were identified October 24, 2022 during removal of the flowlines
  - Initial remediation plans were rejected by ECMC, requiring the resubmissions in Aug

## Inspections

ECMC Inspectors visited 3 oil and gas wells at 2 locations in Erie during the month of August 2024.

- **YOUNG-61N69W 23SWSW**
  - **YOUNG 5-23**
  - **YOUNG MC 23-14D**
- **FUTHEY-61N69W 25NENE**
  - **FUTHEY 2**

No Notices of Alleged Violation (NOAV) or Corrective Actions (CA) were issued during inspections.

So far in 2024, inspections have occurred at 56 of the 137 total active wells (those designated producing, shut-in, or temporarily abandoned) within Erie (41%).

## AIR QUALITY MONITORING

### BoulderAIR

The BoulderAIR ECC monitoring station reported the following events where measured values exceeded their “alert” thresholds:

- Five days included 8-hour averaged measurements of ozone concentrations exceeding the federal primary air quality standard of 70 ppb, with the highest reported 8-hour average value being 88.0 ppb on Aug. 1. Elevated ozone is of major concern across the region and will become more common as the weather warms and the area sees increased UV radiation during summer. The Northern Front Range is currently considered to be in Severe violation of Federal Air Quality Standards for ozone concentrations, with an attainment deadline of July 20, 2027. More information is available from CDPHE here: <https://cdphe.colorado.gov/ozone-pollution-and-your-health>
- 14 measurements of PM2.5 concentrations exceeding the alert threshold of 35.0 µg/m<sup>3</sup>, with the highest reported value being 251.9 µg/m<sup>3</sup> (720% the National Ambient Air Quality Standard for 24-hour exposure of 35.0 µg/m<sup>3</sup>), though the measured event was less than 10 minutes in duration. While no observations exceeded the 24-hour primary 24-hour standard (highest 24-hour average reading being 27.5 µg on Aug 1), high PM2.5 measurements have been frequent since the BoulderAIR station was installed. When compared to the other BoulderAIR monitoring stations in the region, Erie’s (ECC) PM2.5 measurements are similar to those at Longmont’s Union Reservoir (LUR), higher than those at Broomfield’s Soaring Eagle (BSE), and considerably lower than measurements in Commerce City (CCF). It is suspected that maintenance activities at the adjacent ballfields (mowing and raking of the clay infield and warning tracks) contribute heavily to the fine particulate matter detected.

### Ajax/CSU

Three canisters trigger events to collect samples due to elevated PID sensor readings occurred this month, at the Landfill South, Landfill East, and Upland South Stations. Analysis of these events is in progress. Analysis of the events in July are available here:

- **July 8** - Upland West: <https://trello.com/c/UqhpaBVX>
- **July 13** - Upland South: <https://trello.com/c/RUrqNW9r>
- **July 20** - Cosslett Southeast: <https://trello.com/c/POjKjFSt>
- **July 23** - Landfill Northeast: <https://trello.com/c/2DUaCXmx>

A reminder that residents of Erie can rent an air quality sample canister free-of-charge from Town Hall.

## LANDFILL TASK FORCE (LTF)

The fifth LTF meeting was held on Sept. 3, 2024, focusing on landfill land use recommendations and community benefits. LTF resources and September’s full meeting summary will be available on the Landfill Task Force Website ([www.erieco.us/LandfillTaskForce](http://www.erieco.us/LandfillTaskForce)) once comments and edits from Task Force Members are complete.

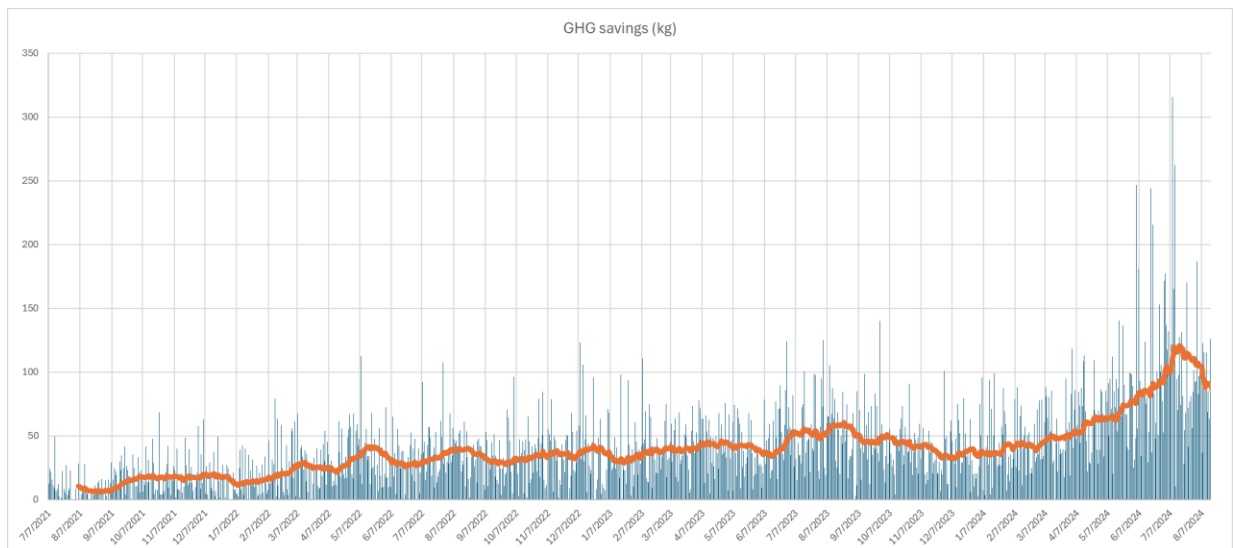
## SUSTAINABILITY & WATER CONSERVATION

### General Updates

The Sustainability Division continues to participate in the initial stages of the [Denver Regional Collaboration of Governments \(DRCOG\) EPA Climate Pollution Reduction Grant](#) of \$199 million dollars to the Front Range focused on beneficial electrification of the built environment and improving air quality and reducing greenhouse gas emissions in Colorado. Colorado was unique in being awarded two grants with the [Colorado Energy Office the recipient of a \\$129 million implementation grant](#) to support methane emissions monitoring and reduction, large building decarbonization and local government climate action accelerator efforts. The Sustainability Division is part of the DRCOG steering group for this grant as well as supporting partner organizations including the regional Code Cohort and the Front Range Beneficial Electrification Network in their participation. Sustainability staff will be engaging and supporting specific grant development and implementation responsibilities as they become available.

### Air Quality & Transportation

- Sustainability is working through the final stages of the [Charging Smart pilot program](#) certification process. We should know more about Erie’s designation in this process soon. The Charging Smart program is modeled from the SolSmart program of which Erie was awarded bronze in 2023.
- Indoor air quality rebates continue including financial support for radon systems and indoor air purifiers. Rebate applications can be found here: <https://erieco-sustainability.app.transform.civicplus.com/forms/37974>.

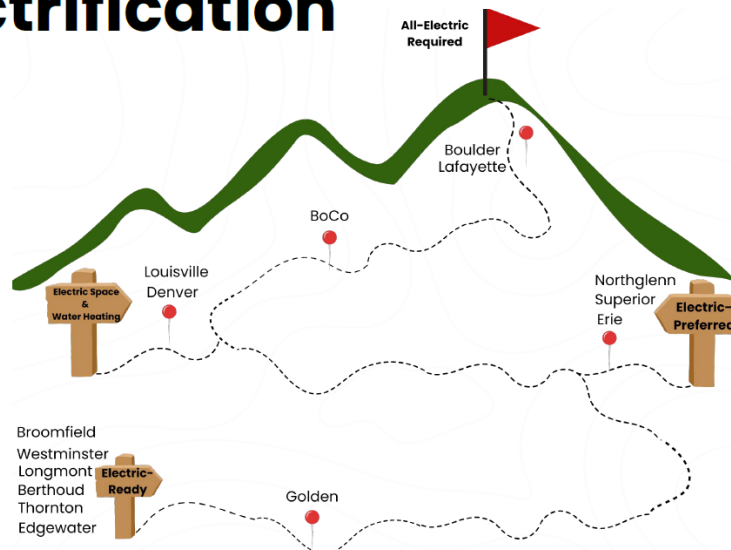


The above ChargePoint Town of Erie graph (22 ports of Level 2 charging) outlines the greenhouse gas savings per day (in blue) so far since July 2021 at Town of Erie ChargePoint EV charging stations. Since January 1<sup>st</sup>, 2024, Town of Erie EV charging stations avoided 17,013 kg of Co2 or the avoidance of 17,013 beach balls filled with carbon dioxide (1 beach ball=1 kg Co2).

## Energy & Efficiency

- [Energy Efficiency rebates](#) continue to support residents with 121 rebates totaling \$22,650 as of Sept. 13.
- The Sustainability, Facilities, Building, Planning, Transportation and Communications Divisions launched into development of Erie's [Beneficial Electrification Plan](#) in September. This plan is supported by Xcel Energy and the Partners In Energy Program and is therefore free for the Town. Despite still needing to flesh out details regarding the scope of the plan, Erie was notified that components of an EV Action Plan will be allowed. EV planning has been on hold for Xcel due to its Transportation Mobility Plan negotiations with the Public Utility Commission. This plan will identify a high level decarbonization and EV strategy for the Town.
- The Sustainability Division and the Building Division continue to participate in the Regional Energy Code Cohort. This group had its 4<sup>th</sup> meeting in September facilitated by Lotus Sustainability and Engineering and is in the process of identifying regional code adoption strategies and base adoption levels across the Front Range. Below are two images from the 4<sup>th</sup> meeting of the current Code Cohort illustrating where participating communities are on the electrification pathway as well as specific current codes for each jurisdiction.

## Pathway to Building Electrification



*Part of the most recent Code Cohort's power point presentation illustrating current code adoption for local municipalities as related to building electrification.*

# Current Codes

Community	Current Energy Code
Berthoud	2021 IECC
City of Boulder	2021-based + all-electric and commercial EUI path
Boulder County	2015 IECC + strengthening amendments and commercial EUI part
Broomfield	2021 IECC + electric-ready (state min)
Denver	2021 IECC + commercial electric space & water heating, commercial EUI path, residential electric-preferred
Edgewater	2021 IECC + electric-ready
Erie	2021 IECC + electric preferred
Golden	2021 IECC
Lafayette	2021 IECC + all-electric
Longmont	2021 IECC
Louisville	2021 IECC + commercial electric space & water heating, residential net zero
Northglenn	2021 IECC + electric-preferred
Superior	2021 IECC + all-electric or high efficiency
Thornton	2021 IECC
Westminster	2021 IECC + electric-ready (state min)

## Waste Diversion

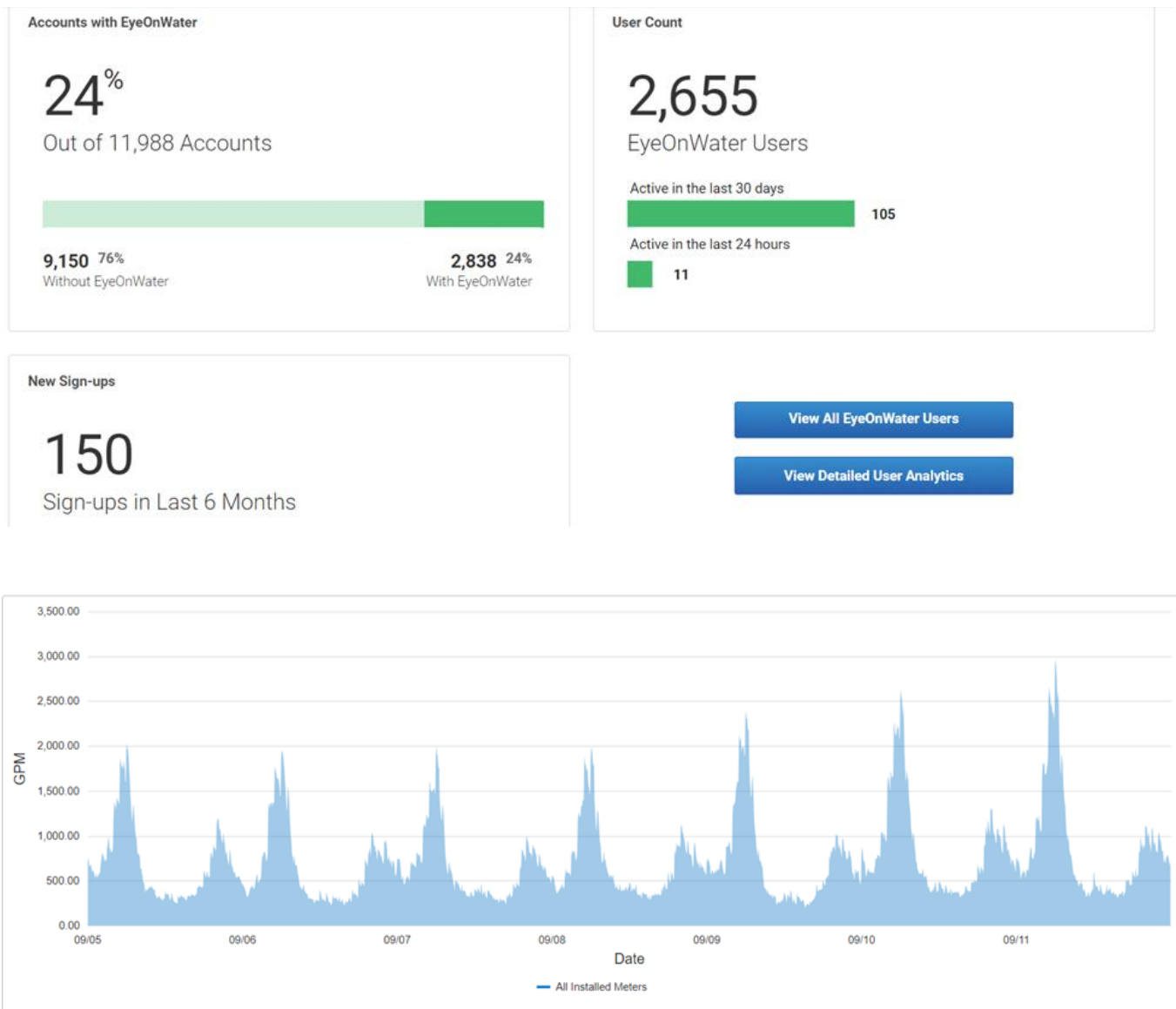
- Support continues for Erie’s Communitywide Waste Hauling and Pay As You Throw research with the [Technical Assistance Service Provider \(TASP\) program through the Front Range Waste Diversion program](#). The Town was accepted into the Tier 1 support with includes 50 hours of technical support over 6 months.
- HOA Resident and HOA waste hauling surveys and interviews continue: <https://www.surveymonkey.com/r/ErieWasteSurvey>. The Sustainability Division has contacted all 38 HOAs registered in Erie and have interviewed two so far. If you are an HOA board member and would like to discuss your waste hauling perspective and experience, please email [SustainableErie@erieco.gov](mailto:SustainableErie@erieco.gov).
- Erie’s Parks Division purchased 30 recycling cans through financial support from the [Front Range Waste Diversion mini grant](#) in August paired with 30 cans that were purchased at the beginning of 2024 through budgeted funds. The Parks Staff will be deploying a total of 60 additional recycling cans in 2024 to increase its waste diversion efforts. The Town has committed to pairing every trash can with a recycling can where possible by 2026.
- The Sustainability Division and Economic Development teams are partnering up to develop new Waste Diversion Rebates for Town businesses and residents. This program has not yet launched but will include rebates for businesses such as compost and recycling support and back yard compost equipment for residents. This program will be funded through the Bag Fees from Town of Erie businesses, required by state legislation.

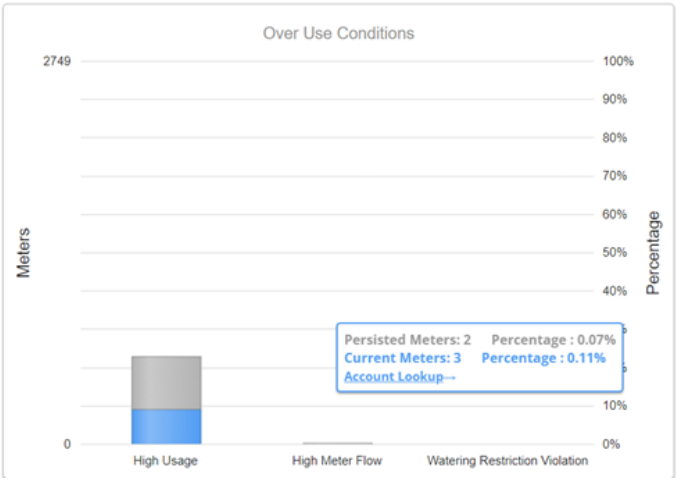
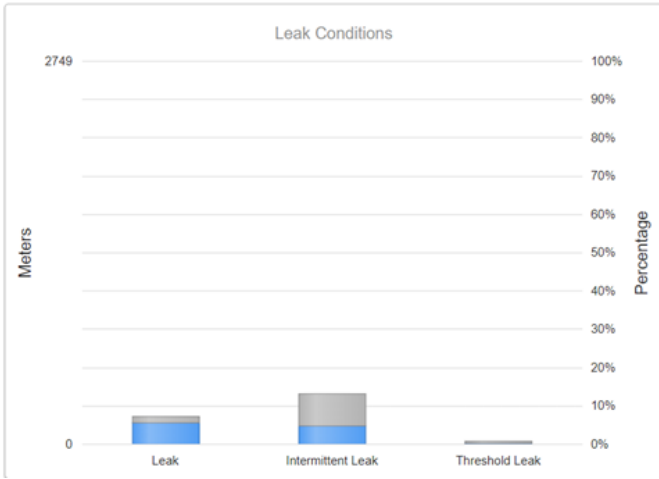
## Outreach & Education

- The Sustainability Division is again co-sponsoring [Ecotoberfest](#), a collaborative event with Louisville, Lafayette and Superior that showcases sustainability in the Front Range. This year’s event is Oct. 5 from 2-6 p.m. at the Louisville Community Park. If you would like to volunteer for this event, please sign up here: [https://www.signupgenius.com/go/10C0849ADAC23ABFAC16-50664564-ecotoberfest#](https://www.signupgenius.com/go/10C0849ADAC23ABFAC16-50664564-ecotoberfest#/).

## Water Conservation

- Waiting on redlined draft of Town of Erie Water-Wise Landscaping Ordinance from WaterNow and Western Resource Advocates.
- Moving forward with design firm Kimley Horn for a turf replacement design for the front area at the Leon A. Wurl Service Center. Currently waiting on final scope of work and agreement to sign.
- [Turf Replacement Rebate Program](#)
  - 71 total projects in pipeline or completed.
  - Project pipeline represents \$38,720.00 in potential rebates.
  - 35 projects completed to date with 44,059 sq. Ft. of turf replaced and \$52,071.00 spent on rebates.
  - If all projects are completed, total rebates will be \$90,791.
- Town of Erie Water Efficiency Rebates: 192 rebates provided to residents representing \$17,642.10 so far in 2024.
- [Resource Central](#) programming is complete including Slow the Flow audits and Garden In a Box.







# TOWN OF ERIE

645 Holbrook Street  
Erie, CO 80516

## Town Council

**Board Meeting Date: 9/24/2024**

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**File #:** 24-447, **Version:** 1

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**SUBJECT:** Staff Report  
Planning & Development Monthly Report - August 2024

**DEPARTMENT:** Planning & Development

**PRESENTER(S):** Sarah Nurmela AICP, Director of Planning & Development

**STAFF RECOMMENDATION:**  
Informational Only

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Planning & Development Monthly Report includes updates from all divisions within the Planning & Development Department, including Planning, Building, and Affordable Housing.

Updates and information include land use application and building permit activity as well as interdepartmental and intergovernmental efforts.

**ATTACHMENT(S):**

1. Planning & Development Monthly Report - August 2024

# PLANNING & DEVELOPMENT MONTHLY REPORT

Review of August 2024

## STAFF HIGHLIGHTS

- Transportation Division officially transitioned to the Public Works Department effective Aug. 1. Reporting on Transportation activities and projects is no longer included in the Planning & Development Monthly Report.



### Leadership

Sarah Nurmela, Director  
Deborah Bachelder, Deputy

### Division Leads

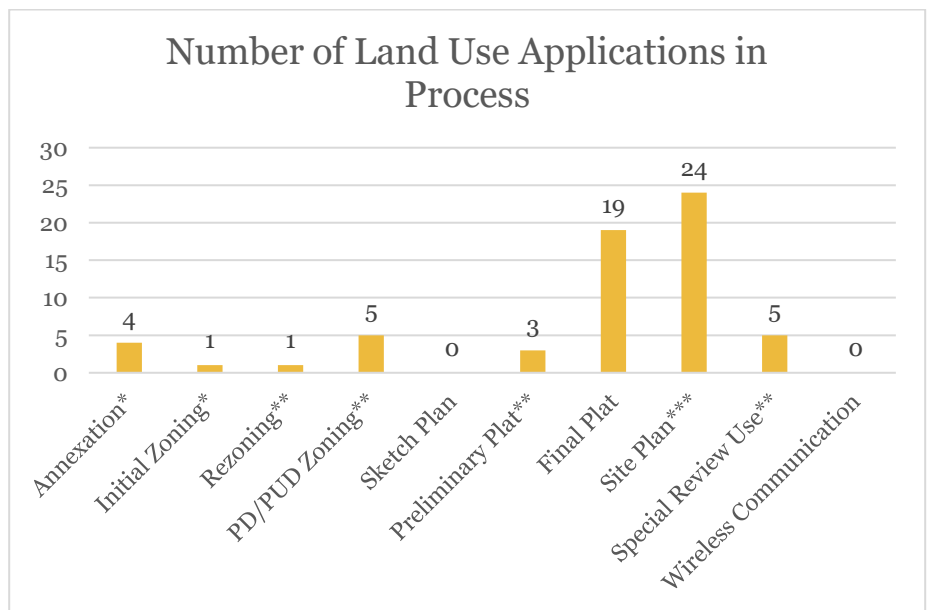
Kelly Driscoll - Planning  
Ed Kotlinkski – Building  
MJ Adams – Affordable Housing

## PLANNING DIVISION

### Current Planning

#### Land Use Applications

Planning had a total of 62 land use applications in process in August; the graph illustrates the breakdown of applications by type. The land use application project type details can be found in the Development Application List on the [Town website](#) along with a map of current projects.



\*TC review \*\* PC & TC review \*\*\* PC review – Projects 25,000 square feet or greater

Note: Land use applications for Sketch Plan, Site Plan (under 25,000 square feet) and Final Plat are approved administratively. Projects within a PD zone district also have an administrative approval depending on their specific land use requirements.

## Pre-Application Meetings

In addition to the land use applications listed above, Planning staff also meets with potential developers in pre-application meetings to discuss a concept or idea for development. Planning provides guidance on Code requirements and what formal land use applications apply. In August 2024, the Planning staff received eight Pre-Application submissions for the following projects/properties:

1. Erie Commons – Childcare & Assisted Living
2. Canyon Creek – Neighborhood Commercial Center
3. Erie Town Center – Commercial Corner
4. Vista Ridge – Three Single Family Lots
5. Canyon Creek – 12 Duplex Units
6. 4738 County Road 5 – Annexation, Zoning and Subdivision
7. Old Town – 816 Kattell Court – combine 2 Lots
8. Parkdale area (1002 & 1010 N. 119<sup>th</sup>) - Annexation

## Strategic Planning

### Elevate Erie

- The final phase of Comprehensive Plan engagement, review of the draft plan, goes through Sept. 8. As of Aug. 30, 10 written comments had been received from unique users through the project page (<http://erieco.us/comp-plan-and-tmp>), as well as feedback from 32 attendees at two Open Houses on Aug. 28 and 29. Staff is working to incorporate this feedback into the draft document.

### Multi-Department Projects

Other Town departments and other jurisdictions rely on the participation of Planning staff in their projects. Below is a list of the projects Planning participated in during August 2024.

- **Current Planning**
  - In advance of the ballot issue on sales tax collection for retail marijuana, Public Hearings for the ordinance were heard by Planning Commission on Aug. 7 and will be heard by Town Council in September.
  - To comply with FEMA requirements, changes have been drafted to Erie’s floodplain regulations. These will be heard by Town Council in September.
- **Long Range/Strategic Planning**
  - Public review of the Comprehensive Plan continued during August. Public hearings for adoption are planned for Sept. 18 at Planning Commission and Oct. 8 at Town Council.
- **Economic Development and Interdepartmental**
  - Planning staff with Economic Development and Public Works are coordinating with Frederick on an IGA to establish annexation and influence areas, drainage solutions for Highway 52 corridor, street design and revenue sharing.
  - Planning staff, together with Public Works and Police, are coordinating with Lafayette on an IGA for areas of shared boundaries to clarify jurisdiction, maintenance responsibilities, access, and street section design. The next meeting to continue discussion is Sept. 5.

- Planning staff is working with Legal to draft sign code changes, and to respond to legislative mandates regarding ADUs, parking minimums for multi-family, natural medicine and landscaping.

## BUILDING DIVISION

### Building Activity

#### What's Going On

- The King Soopers at Nine Mile was issued a Temporary Certificate of Occupancy (TCO) on Aug. 30 to allow merchandise stocking and staff training for an anticipated public opening in early October.
- The Board of Adjustment ordinance is being updated to include the Board of Appeals. This Board is necessary to hear appeals related to technical building code issues.

#### What's Going Up

- King Soopers at Nine Mile – Grocery and Fueling Kiosk/Canopy
- Town Hall Expansion and Renovation
- Children's Eye Clinic
- Little Sunshine Playhouse (daycare)
- Chase Bank branch

#### Summary of this month's Permit and Inspection Activity:

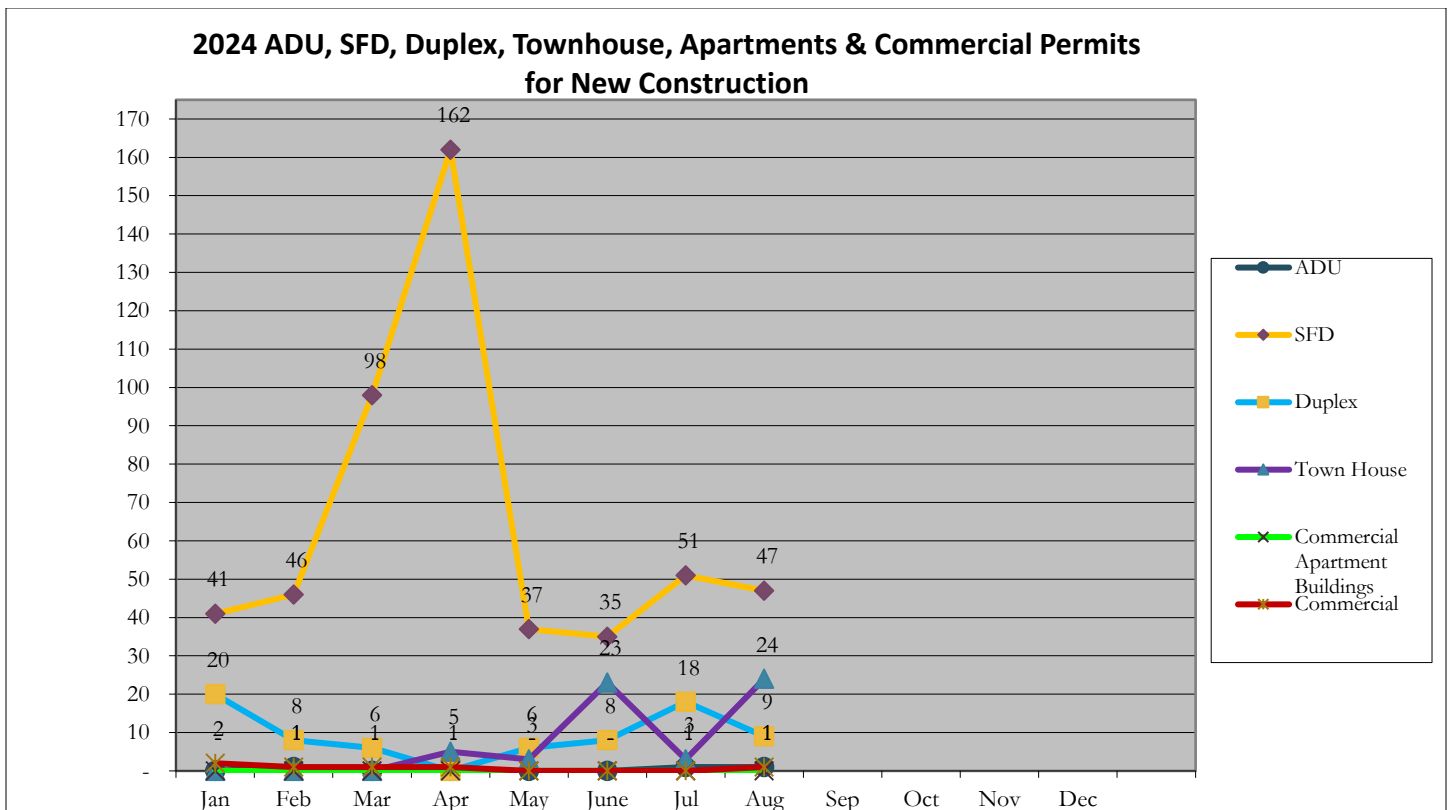
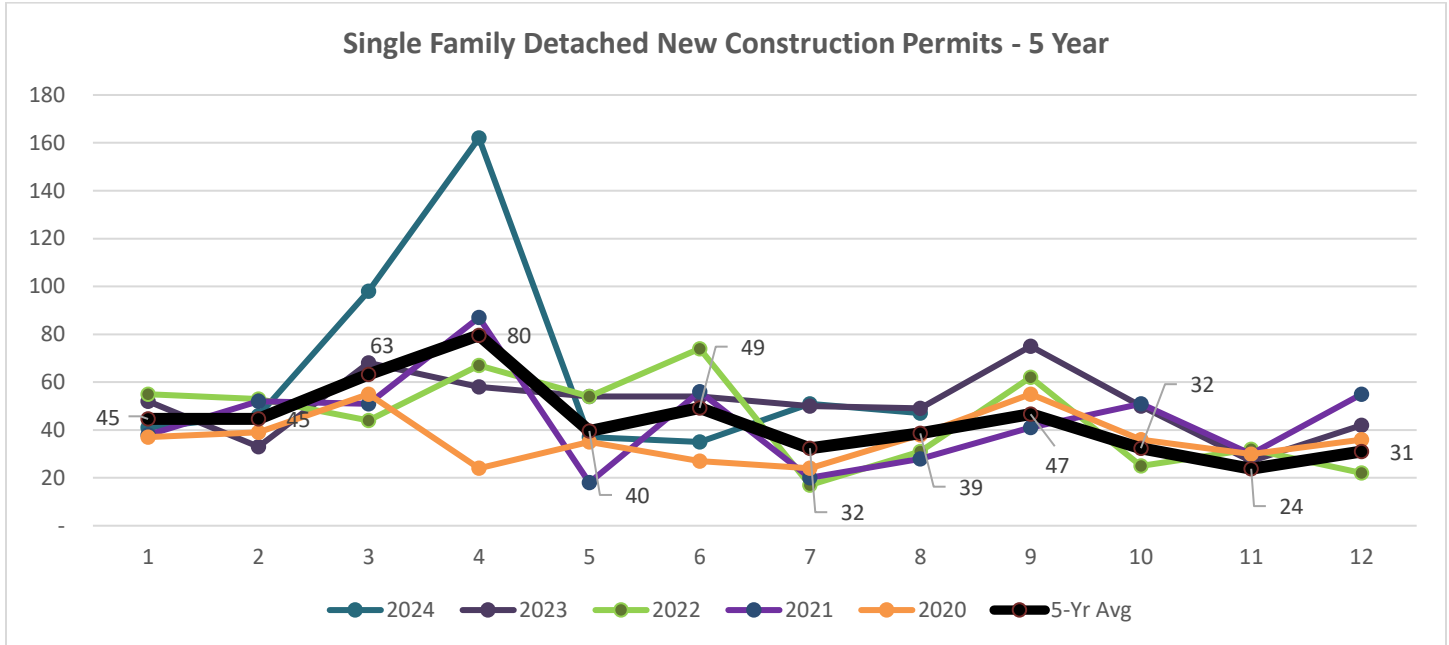
- 365 Total Building Permits issued (2,925 YTD) – 106 re-roof permits (29% - 945 YTD) and 81 single-family dwellings (detached, attached, and townhomes - 653 YTD).
- 2,761 inspections performed – average 126 per business day | 31 per inspector per day: 4 inspectors (1 inspector on medical leave).
- 72 Certificates of Occupancy issued (563 YTD) - 72 Residential (544 YTD) and 0 Commercial (19 YTD).

#### Commercial Project Permit Applications in Plan Review Queue:

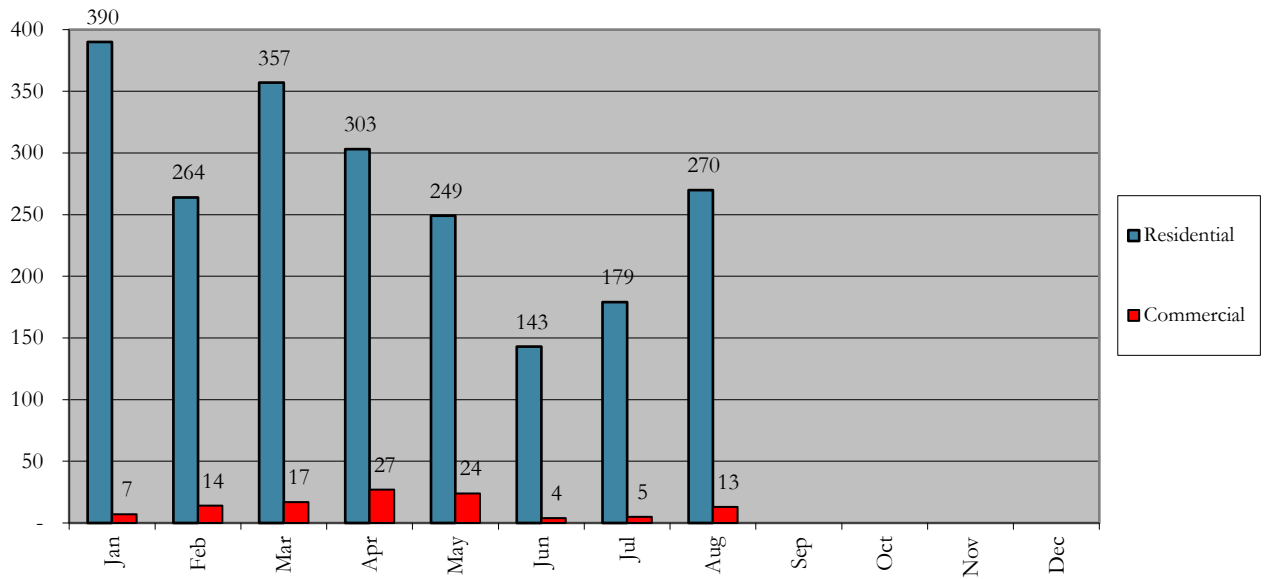
- 3000 Airport Drive – Change of Use, Aircraft Hangar
- 431 Ambrose – Boulder Creek Builders Leasing Office
- 640 Commons Drive – Dutch Brothers Coffee
- 2580 S. Main Street – Johnson's Office & Storage renovation
- 2650 S. Main Street – Aircraft Hangars (B5 & C2)

## Projects in Support of other Town Departments

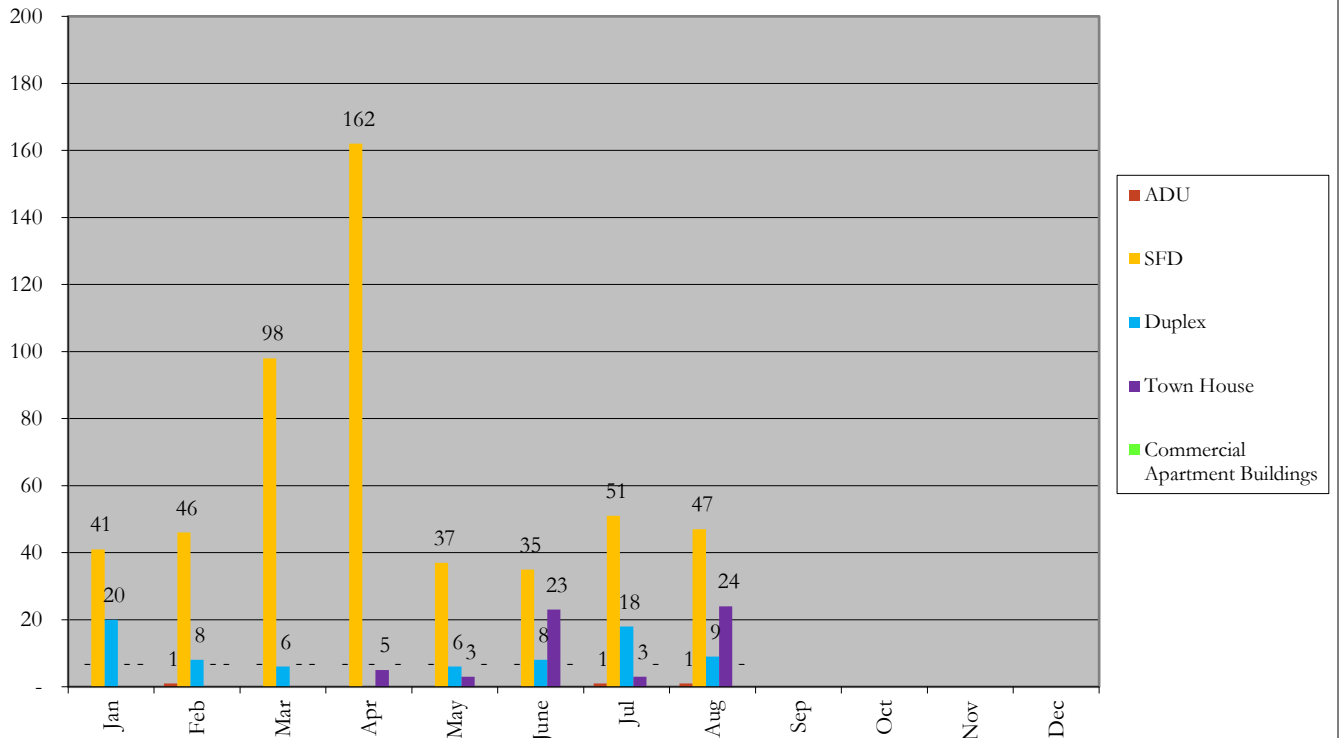
- Building Division staff assisted the Risk Manager to answer questions about insurance purposes related to management liability and our drone re-roof inspection program.
- Staff attended a meeting with the Sustainability team and the energy code cohort consultants to discuss future code adoptions and support.



**2024 Total All Other Permits**



**2024 Total New Dwelling Units**



### All Permit Types by Month

<i>2023</i>	<i>Residential Permits*</i>	<i>Commercial Permits*</i>	<i>All Permit Types*</i>	<i>New Dwellings Permits</i>
Jan	390	7	460	61
Feb	264	14	334	55
Mar	357	17	479	104
Apr	303	27	498	167
May	249	24	319	46
Jun	143	4	213	66
Jul	179	5	257	73
Aug	270	13	365	81
Sep				
Oct				
Nov				
Dec				
<b>TOTAL</b>	<b>2,155</b>	<b>111</b>	<b>2,925</b>	<b>653</b>

*\* Includes: Mechanical, Electrical, Plumbing, Roofing, Decks, and Fence permits.*

### Detached Single Family New Construction Building Permit Trends

	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>5-Yr. Avg</i>	<i>2024 Month to Avg</i>	<i>Cum Yr. to Avg</i>
Jan	37	38	55	52	41	46	-5	-5
Feb	39	52	53	33	46	44	2	-3
Mar	55	51	44	68	98	63	35	32
Apr	24	87	67	58	162	80	82	50
May	35	18	54	54	37	40	-3	47
Jun	27	56	74	54	35	49	-14	33
Jul	24	20	17	50	51	32	19	52
Aug	38	28	31	49	47	39	8	60
Sep	55	41	62	75		58		
Oct	36	51	25	50		41		
Nov	30	30	32	27		30		
Dec	36	55	22	42		39		
<b>TOTAL</b>	<b>436</b>	<b>527</b>	<b>536</b>	<b>612</b>	<b>517</b>	<b>561</b>	<b>124</b>	<b>266</b>

## AFFORDABLE HOUSING DIVISION

- **Inclusionary Housing/Affordable Housing Impact Fee (IHO/AHIF)** – Staff is working with a consultant (Economic & Planning Systems) to assess feasibility of our initial proposals and to complete the study of fee-in-lieu and affordable housing linkage fee considerations.
- **Cheesman Street Residences** – Marketing and Outreach to potential homebuyers started in earnest in August. An initial information session was held on Aug. 26 with 53 interested parties in attendance. Pre-applications will open on Nov. 16.
- **Page Property** –An engineering firm was engaged to assist with evaluating options for managing the pond. Staff is preparing an RFP for hiring a consultant to assist with conceptual plan development and creation of a Planned Development (PD).
- **Erie Meadows** – Thistle, a local non-profit housing agency that works with manufactured home parks, is working with residents to advance creation of Erie Meadows (to be renamed Coal Creek Cooperative) as a resident-owned manufactured home community.
- **Boulder County Regional Housing Partnership** –
  - 1B Funding (Boulder County tax in support of affordable housing) – working with regional housing partners to make recommendations about allocation of approximately \$18 million available in 2025 to support creation of affordable housing units in Boulder County.
  - Data Dashboard – BCRHP is working with a format shared by DRCOG in July to track progress toward the region’s goal of 12% affordable housing by 2035.
  - IGA with City of Boulder for monitoring and compliance of affordable housing units – ongoing meetings are being held to develop policies for homeownership and rental developments.
  - Local Planning Capacity Grant – participating on a team to draft scope of work for a consultant to assist regional partners in developing expedited permitting requirements of Proposition 123.

## Purchase and Sale Agreement

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with a legal address of 645 Holbrook Street, Erie, CO 80516 (the "Town") and Reynolds Erie Property, LLC, a Colorado limited liability company with an address of 7600 Landmark Way, Unit 1515, Greenwood Village, CO 80111 ("Seller") (each a "Party" and collectively the "Parties").

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

Whereas, the Town wishes to purchase the Property from Seller, and Seller wishes to sell the Property to the Town, pursuant to the terms set forth in this Agreement;

Whereas, the Property consists of several parcels to be purchased by the Town (the "Purchased Parcels"), and one parcel to be donated to the Town (the "Donated Parcel"); and

Whereas, the Parties agree that the Donated Parcel has a value of \$140,000.

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

1. Conveyance. Pursuant to the terms and conditions of this Agreement, Seller agrees to convey, sell, transfer, and assign the Property to the Town, and the Town agrees to purchase the Property from Seller.

2. Earnest Money. Within 3 days of the Effective Date, the Town shall tender \$25,000 to Fidelity National Title, 8055 E. Tufts Ave., Suite 900, Denver, CO 80237 (the "Closing Company") as earnest money. The earnest money shall be held in an interest-bearing account, and shall be part of and included in the total Purchase Price.

3. Purchase Price. Subject to the terms of this Agreement, the total purchase price for the Property is \$2,699,009, to be paid by the Town at closing, in funds which comply with applicable Colorado law, including electronic transfer funds, certified check, or cashier's check, as directed by Seller. The purchase price reflects compensation for the Purchased Parcels only.

4. Inspection. The Town shall have 45 days from the Effective Date to complete its physical and financial inspection and due diligence investigation of the Property and investigate the title thereof (the "Inspection Period"). During the Inspection Period, the Town and its agents, consultants and representatives shall have the right to enter the Property to conduct inspections and analyses regarding the Property and its suitability for the Town's intended purposes. During the Inspection Period, Seller shall provide to the Town copies of all deeds and other documents affecting ownership of any of the Property.

9/17/2024

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The Town shall hold harmless the Seller for any property damage or personal injuries resulting from any inspection activities of the Town on the Property.

5. Termination. If on or before the expiration of the Inspection Period, the Town gives Seller written notice setting forth the Town's dissatisfaction with the Property or any characteristic thereof, in the Town's sole discretion, for any reason whatsoever, then this Agreement shall terminate, the Earnest Money shall be returned to the Town and both parties shall be relieved from any further liability hereunder. If the Town does not terminate this Agreement as described in the proceeding sentence, then this Agreement shall remain in full force and effect in accordance with its terms.

6. ATLA Survey. During the Inspection Period, the Town shall, at the Town's expense, obtain a current survey of the Property prepared by a surveyor licensed by the State of Colorado (the "Survey"). The total acreage to be purchased by the Town shall be determined by the Survey. The Town shall provide a copy of the Survey to Seller and the Closing Company no later than 7 days after the Town receives the Survey.

7. Phase I Environmental Site Assessment Report. During the Inspection Period, Seller shall allow the Town access to the Property as necessary to obtain a current Phase I Environmental Site Assessment Report for the Property and, in the event of an environmental hazard or a potential contamination of any sort, in the sole discretion of the Town, has been identified on the Property, a current Phase II Environmental Site Assessment Report for the Property (collectively the "Environmental Reports"). The Town shall pay all costs associated with the Environmental Reports.

8. Closing.

a. The closing will occur within 14 days after completion of the Inspection Period, at the Closing Company, at a time that is mutually acceptable to the Parties.

b. The Parties shall pay their respective closing costs, and all other items required to be paid at closing.

c. At closing, Seller shall deliver to the Town a special warranty deed duly in a form satisfactory to the Town and subject to statutory exceptions, executed and acknowledged by Seller, conveying good and marketable fee simple title to the Property to the Town, and such other instruments of transfer, certificates and additional documents as may be required hereunder or reasonably required by the Town.

d. At closing, the Town shall deliver to the Closing Company the Purchase Price plus the Town's closing costs, less the amount of Earnest Money, and such other documents as may be required hereunder or reasonably required by Seller.

9. Possession. Possession of the Property shall be delivered to the Town at closing.

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

a. Seller has the full right, power, and authority to transfer and convey the Property, as provided in this Agreement, and to carry out Seller's obligations under the Agreement and Seller, if not a natural person, is a corporation, partnership, limited partnership, limited liability company, or other entity validly existing and in good standing under the laws of the State of Colorado.

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

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

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

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

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

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

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

geologic condition or other physical aspect of the Property or the accuracy or completeness of any reports or information pertaining to such matters.

12. Remedies.

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

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

13. Miscellaneous.

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

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

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

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

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

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

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

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

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

**Town of Erie, Colorado**

\_\_\_\_\_  
Malcolm Fleming, Town Manager

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Seller:**

DocuSigned by:  
  
\_\_\_\_\_  
Jack D. Feuer, Manager

State of Colorado )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of Reynolds Erie Property, LLC.

My commission expires:  
(Seal)

\_\_\_\_\_  
Notary Public

**Exhibit A  
Legal Description**

**Purchased Parcels**

**Parcel ID# 146730301012:** ERIE A-TH PT TRACT H ERIE AIR PARK SUB LYING IN NE 4 SW 4 30 1 68, COUNTY OF WELD, STATE OF COLORADO.

**Parcel ID# 146730301013:** ERIE A-TA PT TRACT A ERIE AIR PARK SUB LYING IN NE 4 SW 4 30 1 68, COUNTY OF WELD, STATE OF COLORADO.

**Parcel ID# 146730300037:** ERIE PT N 2 SW 4 ALL THAT PT LYING S OF VISTA PARKWAY & LYING E OF ABND BURLINGTON RR, COUNTY OF WELD, STATE OF COLORADO.

**Parcel ID# 146730300029:** ERIE PT NW 4 SW 4 30-1-68 ABDN BURLINGTON NORTHERN RR CO ROW ERIE TO LONGMONT BRANCH LINE BEING 100' WIDE OVER AND ACROSS NW 4 SW 4 EXC THAT PT CONVEYED IN SWD REC #2961438 06/17/02, COUNTY OF WELD, STATE OF COLORADO.

**Donated Parcel**

**Parcel ID# 146731200040:** PT W 2 W 2 31-1-68 ABDN BURLINGTON NORTHERN RR CO ROW ERIE TO LONGMONT BRANCH LINE BEING 100' WIDE OVER W 2 W 2 31-1-68 EXC ALL THAT PT THRU NW 4 NW 4 EXC PT NW 4 31-1-68 BEG AT W 4 COR S 89 D 52' E 30' N 0 D 26' E 453' TPOB N 00 D 26' E 222' CURVE TO R (R=1080') CHORD=S 08 D 20' E 141' CURVE TO R (R=5450') CHORD=S 15 D 08' W 85' TPOB, COUNTY OF WELD, STATE OF COLORADO.

**Third Amendment to Lease Agreement**

This Third Amendment to Lease Agreement (the "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Vector Air Management, LLC, a Colorado limited liability company with a principal place of business at 395 Airport Drive, Erie, CO 80516 ("Lessee") (each a "Party" and collectively the "Parties").

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

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

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

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

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

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

1. The term of the Lease Agreement shall be extended through December 31, 2024.
2. All other provisions of the Lease Agreement shall remain in full force and effect as written.

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

**Town of Erie, Colorado**

\_\_\_\_\_  
Justin Brooks, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk



**Third Amendment to Agreement for Professional Services  
(Zone 3 WCR7 Waterline Improvements P22-290)**

This Third Amendment to Agreement for Professional Services (the "Third Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Burns & McDonnell Engineering Company, Inc., an independent contractor with a principal place of business at 9191 S. Jamaica Street, Englewood, CO 80112 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on July 12, 2022, the Parties entered into an Agreement for Professional Services (the "Agreement");

Whereas, on October 12, 2023, the Parties amended the Agreement to add additional services and change the amount of compensation (the "First Amendment");

Whereas, on May 3, 2024, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Second Amendment"); and

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

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

1. Amendments. The Agreement is hereby amended as follows:

a. Scope of Work. Exhibit A to the Agreement is hereby amended by the inclusion of the additional items set forth in **Exhibit A-1**, attached hereto and incorporated herein by this reference.

b. Compensation. Exhibit B to the Agreement is hereby amended to increase the maximum amount of compensation to \$689,180 allocated as follows

Original Contract Amount:	\$418,550
1 <sup>st</sup> Amendment:	\$ 32,357
2 <sup>nd</sup> Amendment:	\$ 19,117
3 <sup>rd</sup> Amendment:	\$219,156
Total New Contract Amount	<u>\$689,180</u>



## **Exhibit A-1 Scope of Services**

### Contractor Duties:

During the term of this Agreement, Contractor shall provide the following Construction Management and Administration services for this project as directed by the Town.

#### Task Series 700 - Construction Phase Services

701. Attend and Conduct Pre-Construction Conference: Conduct a preconstruction conference. This meeting will be held either at the Town's offices or by Microsoft Teams. The Pre-Construction meeting agenda shall be as indicated in the contract documents.
702. Bi-weekly Construction Progress Meetings: Conduct bi-weekly construction progress meetings, to take place on-site or at the Town's offices for 8 months. The Progress meeting agendas will be as indicated in the contract documents.
703. Submittal Reviews: Review submittals for the project and provide a response and status for each submittal. Maintain a record of submittals, responses provided to the construction contractor, and documentation for fifty (50) submittals.
704. RFI Review and Response: Review, respond, and maintain a record for thirty (30) RFIs, and prepare and issue supplemental drawings and specifications as necessary in response to RFIs.
705. Review Traffic Control Plan: Review the construction contractor's traffic control plan and provide comments to the Town. The Town shall be responsible for the approval of the traffic control plan along the construction alignment.
706. Review Pay Applications and Quantities of Work: Review up to 9 pay applications from the construction contractor with Town and provide recommendation of acceptance or suggested modifications. Review will be based on field daily reports, Contractor's field observations, conversations with the Town's field representative, Town's daily reports, testing results, and review of construction contractor daily reports. Evaluate monthly pay applications for potential overruns and under runs. Identify issues that may lead to project cost increases, quality issues or schedule delays or extensions, and public issues; and provide an email communication to the Town.
707. Change Order Consultation and Preparation: Review and comment on prospective change orders and make recommendations to Town on acceptance or suggested modifications. Prepare and issue up (after approval by the Town)

- to six (6) Change Orders. Track changes and obtain Town approval prior to returning direction to the construction contractor.
708. Construction Design and Field Change Notices: Serve as liaison between the Town and the construction contractor in providing interpretation of the construction documents, transmitting clarifications and resolving field conflicts. Prepare and issue up to six (6) Design Change Notices or Field Change Notices during construction with concurrence from Town.
709. Materials Testing Quality Testing: Subcontract with Terracon to provide compaction testing for project quality assurance. Compaction testing will be required to be completed by the construction contractor in addition to the Contractor's quality assurance testing. Testing will take place along the pipeline installation for 2 days a week for a duration of 6 months. This task includes a total of 48 site visits which will be scheduled by Contractor.
710. Review of Daily Reports, and Tests Results: Receive Daily Reports, field test results, and observation reports from the Town and construction contractor. Contractor shall review the documentation for general conformance with applicable specifications and transmit them to the Town. The Town's resident project representative and the construction contractor will provide all documentation to the Contractor within a day of receipt.
711. Construction Observation: Provide construction observation one 4-hour field visit once per week for the 8-month construction period to determine if the work is proceeding in general conformance with the construction documents, for a total of 32 construction observation visits. The trips will be combined with attendance at the bi-weekly construction progress meetings. Contractor shall provide an observation report for each visit within one day of the date of observation.
712. Stakeholder Communication: Contractor shall provide construction updates to Left Hand Water District, Fire Department, RTD and Ditch Companies of when work is taking place in the vicinity of their utility. Discuss the project with property owners, as requested by the Town when the Town's Communications Specialist requires assistance in preparing communication materials for public and property owners.
713. Schedule Tracking and Public Information: Review the construction contractor's project schedules and schedule updates against construction progress and identify areas requiring discussion. Discuss areas requiring resolution with the project team during the progress meetings. Alert the Town of schedule concerns and work with the Town's Communications Specialist to prepare outreach information and project updates.

714. Permits and Environmental Compliance: Assist Town's staff with observation of general compliance with permits, traffic control plan, and erosion control. Inform the Town of observed compliance concerns.
715. Perform Substantial Completion Walkthrough: Schedule and participate in the substantial completion field walk of the site with the Town and the construction contractor.
716. Develop Substantial Completion Punchlist: Generate a punchlist of incomplete and construction items to correct in the field and prepare the substantial completion letter with final completion requirements outlined. The task also includes punch list preparations and certificates of substantial completion.
717. Recommend Substantial Completion: After the waterline has been installed, tested successfully, chlorinated successfully and the substantial completion punchlist items resolved, Contractor shall provide a letter recommending substantial completion for the project.
718. Final Completion Walk and Punchlist: After the construction contractor has indicated that the punchlist items have been completed, perform a final field visit to confirm that the work is complete. Based on the findings, final punch list letters of completion will be prepared and submitted.
719. Recommend Final Completion: After final completion punchlist items have been resolved and required project documentation from the construction contractor have been received, Contractor shall develop a final completion letter and send to the Town for review and acceptance.
720. Prepare Conforming to Construction Drawings: On completion of construction, and prior to recommendation of the final payment to the construction contractor, the construction contractor will be required to provide a complete set of red lined drawings (as-builts) indicating any changes that took place in the field during construction of the project. Contractor shall prepare conforming to construction drawings (record drawings) based on the as-builts from the construction contractor, change orders, construction design and field change directives, RFI's, etc. PDF and AutoCAD files of the record drawings will be provided to the Town in accordance with Town's Guidelines for record drawing preparation and submittal.
721. Project Closeout: This task includes provisions for the Contractor to close out the project's documentation. This task will be conducted in the office and will include final discussions with the construction contractor, punch list items, final payment,

and other documents required by the contract documents for final completion and final payment.

Task Series 800 - Construction Phase Allowance

801. Back-up Field Resident Project Representative: Provide backup construction field observation services. This task will be requested by the Town when the Town's construction inspector is not available. This scope assumes 10 days of construction observation. Town will provide Contractor a 48-hour advance notice to provide backup field representation.

Contractor Deliverables:

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Contract Documents and the Town:

- Minutes to meetings.
- Town and construction contractor inspection reports
- Daily logs and diaries.
- Submittal and RFI Reviews
- Construction pay applications requests and quantity verifications
- Construction Change Orders
- Construction Design and Field Changes
- Material Testing verifications
- Punchlist and completion verification
- Conforming to Construction Drawings
- All correspondence pertinent to the project.

**Construction Contract**  
**(Zone 3 Weld County Road 7 Waterline Improvements P22-290)**

This Construction Contract (the "Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the Town of Erie, 645 Holbrook Street, P.O. Box 750, Erie, CO 80516, a Colorado municipal corporation (the "Town"), and Hudick Excavating, Inc., an independent contractor with a principal place of business at 5460 Montana Vista Way, Castle Rock, CO 80108 ("Contractor") (each a "Party" and collectively the "Parties").

**Recitals**

- A.** The Town issued a Request for Bids for the construction of the Project, dated July 23, 2024 ("RFB"), which is incorporated by this reference as if fully set forth here. Five Bid Addendums were subsequently issued by the Town, on August 5, 2024 ("Bid Addendum 1"), on August 9, 2024 ("Bid Addendum 2"), on August 14, 2024 ("Bid Addendum 3"), on August 20, 2024 ("Bid Addendum 4"), and on August 20, 2024 ("Bid Addendum 5"), all of which are also incorporated by this reference as if fully set forth here.
- B.** Contractor responded to the RFB and submitted its Bid for the Project on August 23, 2024, which Bid is incorporated by this reference as if fully set forth here.
- C.** The Town has determined that the Contractor submitted the lowest responsible Bid and has selected the Contractor to perform the Work, subject to the terms and conditions of the Contract Documents.

**Agreement**

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

1. **Contract Documents and Scope of Work.** The "Contract Documents" for this Project consist of the following:
  - A. Bid Form (including Bid Summary)
  - B. Bid Schedule
  - C. Bidder's Qualification Statement
  - D. This Contract
  - E. General Provisions
  - F. Special Provisions
  - G. Technical Specifications
  - H. Construction Drawings
  - I. Certificate of Insurance Verification
  - J. Notice of Award

- K. Notice to Proceed
- L. Bid Bond
- M. Payment and Performance Bond
- N. Certificate of Final Payment
- O. Final Acceptance Form
- P. Documentation submitted by Contractor prior to Notice of Award
- Q. Bid Addenda 1 through 5.

Any conflicts or inconsistencies between or among any of the Contract Documents shall be resolved in accordance with the order of precedence specified in Section 8.04 of the General Provisions. In case of any discrepancy between any of the requirements set forth in the Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

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

All labor, services, material, and other work necessary for the furnishing, delivering, constructing, installing, cleaning, filling and testing of approximately 2.7-miles of a new potable transmission waterline in the Town of Erie, as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents. The new transmission waterline is required to deliver potable water from an existing transmission main to a future connection. Work under this Project is as shown and called for in the Contract Documents, and generally consists of the installation of new 20-, 16-, and 12-inch PVC pipe connecting to the existing Town transmission main at the intersection of Erie Parkway and Weld County Road 7 to a termination point at a proposed development along Weld County Road 7. This Project also includes the installation of a pressure reducing valve (PRV) and vault and any associated appurtenances, installation of open-cut steel casing, connections of the new waterline to existing infrastructure, and any other necessary piping, fittings, valving, vaults, restraints, pressure reducing valves, combination air valves, cathodic protection system, fire hydrants, and all other appurtenances to complete a fully functioning potable waterline as shown or called for in the Contract Documents.

The Work includes Bid Alternate A1 – Road Closure in Lieu of Fly Road, as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents. This includes Contractor's implementation of a full-roadway closure of Weld County Road 7 with detour routes during the construction period from Weld County Road 12 north to Highway 52, as per an approved Traffic Control Plan. Completion of the Bid Alternative A1 Work

includes all labor, services, material and other work necessary and required to complete this segment of pipeline excavation, pipe installation and backfill, pipeline hydrostatic testing, temporary road surfacing, and removal of all equipment plant and debris from the Town's road right-of-way within this pipeline segment. Contractor shall schedule and achieve Substantial Completion of this segment of pipeline within one-hundred-seventy-six (176) days of issuance of a Notice to Proceed applicable to this Bid Alternate A1 Work.

The Work includes Bid Alternate A2 – Additional Mill and Overlay, as identified in the Unit-Price Bid Form and shown or called for in the Contract Documents. Contractor shall schedule and achieve Substantial Completion of this portion of the Work as per Contractor's means and methods, and within the time required for Substantial Completion of the Work as identified in Section 4.

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

3. Commencement and Completion of Work. Contractor shall commence the Work identified in the Notice to Proceed within ten (10) calendar days of date of the Notice to Proceed. Substantial Completion of the entirety of the Work for the Project shall be accomplished by the Contractor within two hundred seventy (270) calendar days of the Notice to Proceed, unless the time within which the Contractor is required to achieve Substantial Completion is subsequently extended in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within thirty (30) calendar days of the date of Substantial Completion.

4. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work at the unit Bid prices shown in the Bid Schedule and the Unit-Price Bid Form and Bid Alternates A1 and A2 for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed \$5,109,140.

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

documentation that he or she has resided in Colorado for the last thirty (30) calendar days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

6. Miscellaneous.

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

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

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

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

e. *Notice.* Any notice under this 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 Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

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

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

j. *Rights and Remedies.* The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The



**Certificate Of Completion**

Envelope Id: FAE6C55ED69D4C6CADF1B10E2F0A0F1B	Status: Completed
Subject: Complete with DocuSign: Final Construction Contract Hudick Excavating Inc - Zone 3 WCR7 Waterli...	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lyndsy Willette
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	lwillette@erieco.gov
	IP Address: 174.63.17.105

**Record Tracking**

Status: Original	Holder: Lyndsy Willette	Location: DocuSign
9/16/2024 8:34:16 AM	lwillette@erieco.gov	

**Signer Events**

Justin Curphy  
justin.curphy@heicivil.com  
V.P.  
HEI Civil  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
E042FE281CD1489...  
Signature Adoption: Pre-selected Style  
Using IP Address: 4.2.163.114

**Timestamp**

Sent: 9/16/2024 8:35:15 AM  
Viewed: 9/16/2024 10:05:09 AM  
Signed: 9/16/2024 10:05:24 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/16/2024 10:05:09 AM  
ID: 998c07ad-0eed-49b9-a742-cd346316f1cb

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Zachary Ahinga  
zahinga@erieco.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 9/16/2024 10:05:25 AM  
Viewed: 9/16/2024 10:21:01 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/21/2021 8:37:15 AM  
ID: 4929dc91-03c6-4879-95ae-23b1a958ad37

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	9/16/2024 8:35:15 AM
Certified Delivered	Security Checked	9/16/2024 10:05:09 AM
Signing Complete	Security Checked	9/16/2024 10:05:24 AM
Completed	Security Checked	9/16/2024 10:05:25 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact Town of Erie:**

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

To contact us by email send messages to: [docusign@erieco.gov](mailto:docusign@erieco.gov)

### **To advise Town of Erie of your new email address**

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

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

### **To request paper copies from Town of Erie**

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

### **To withdraw your consent with Town of Erie**

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

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

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

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