



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Agenda Board of Trustees

Tuesday, May 9, 2023

8:10 PM

In-Person
Board Room

8:10 p.m. or Immediately Following the Urban Renewal Authority Meeting
Watch / Comment Virtually: <https://bit.ly/BOT2ndTuesday2023>

I. Call Meeting to Order and Pledge of Allegiance

8:10 p.m.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

8:10-8:15 p.m.

[23-255](#)

Approval of the April 25, 2023, Board of Trustees Meeting Minutes

Attachments:

[04-25-2023 BOT Minutes](#)

[23-214](#)

2023 National Public Works Week Proclamation

Attachments:

[Proclamation](#)

[23-250](#)

A Resolution of the Board of Trustees of the Town of Erie Approving a Construction Contract with Sunland Asphalt & Construction, LLC for the Northridge Trail Crusher Fines Project

Attachments:

[Resolution 23-055](#)

[Construction Contract - Northridge Trail Crusher Fines Project](#)

[23-257](#)

Proclamation to Recognize Economic Development Week

Attachments:

[Proclamation](#)

[23-261](#)

A Resolution of the Board of Trustees of the Town of Erie Approving a Sponsorship Agreement with Team Colorado Cycling

Attachments: [Resolution 23-058](#)
[Sponsorship Agreement](#)
[Team Colorado Cycling Presentation](#)
[Team Colorado Cycling Bio](#)
[Todd Stevenson Resume](#)

[23-252](#) A Resolution of the Board of Trustees of the Town of Erie Approving an Intergovernmental Agreement with the City of Lafayette Concerning the 111th and Arapahoe Road Intersection Safety Improvement Project

Attachments: [Resolution 23-056](#)
[Intergovernmental Agreement](#)
[Vicinity Map](#)

[23-187](#) A Resolution of the Board of Trustees of the Town of Erie Approving the First Amendment to Cooperation Agreement with the Town of Erie Urban Renewal Authority

Attachments: [Resolution 23-039](#)
[First Amendment to Cooperation Agreement](#)
[2020 Cooperation Agreement](#)
[Historic Old Town Erie Urban Renewal Plan](#)

[23-223](#) A Resolution of the Board of Trustees of the Town of Erie Approving a Services Agreement with Sunland Asphalt & Construction, LLC for Concrete Maintenance Services

Attachments: [Resolution 23-048](#)
[Agreement](#)

[23-228](#) A Resolution of the Board of Trustees of the Town of Erie Approving the First Amendment to the Professional Services Agreement with Wold Architects and Engineers for Design of the Town Hall Expansion Project

Attachments: [Resolution 23-051](#)
[First Amendment](#)

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

8:15-8:25 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 Board of Trustees 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

[23-269](#) Presentation of 90 Second Celebration Video

8:25-8:30 p.m.

Presenter(s): Melissa Wiley, Deputy Town Administrator

[23-071](#)

Proclamation on Police Week and Peace Officers' Memorial Day May 14-20, 2023

Attachments: [2023 Police Week Proclamation.docx](#)

8:30-8:40 p.m.

*Presenter(s): Kim Stewart, Police Chief
Mayor Justin Brooks*

[23-035](#)

Erie Transit Update and Pilot Service Overview

Attachments: [Erie Transit Presentation](#)

8:40-9:10 p.m.

*Presenter(s): Carlos Hernandez, Transportation Manager
Miguel Aguilar, Senior Transportation Planner*

[23-267](#)

PUBLIC HEARING: An Ordinance of the Board of Trustees of the Town of Erie Providing for the Supplemental Appropriation of Money to Various Funds for the 2023 Budget Year

Attachments: [Ordinance -2023 and Schedule A](#)
[2023.05.09 Supplemental](#)
[2023 1st supplemental Budget Schedules](#)
[Budget Presentation 2023 1st Supplemental](#)

9:10-9:40 p.m.

Presenter(s): Cassie Bethune, Finance Manager

VII. Staff Reports

Information Only

[23-216](#)

Bi-Monthly Vector Air Airport Report

Attachments: [Vector Air Report May 2023](#)

[23-256](#)

Finance 2023 Q1 Financial Report

Attachments: [Q1 2023 Financial Report Draft.docx](#)

VIII. Board Member Reports and Announcements

9:40-10:00 p.m.

IX. Adjournment

10:00 p.m.

(The Board'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

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-255, **Version:** 1

SUBJECT:

Approval of the April 25, 2023, Board of Trustees Meeting Minutes

DEPARTMENT:

PRESENTER(S): Debbie Stamp, Town Clerk

STAFF RECOMMENDATION:

Approve the April 25, 2023, Board of Trustees Meeting Minutes

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

\ **BOARD PRIORITY(S) ADDRESSED:**

- ✓ Effective Governance

ATTACHMENT(s):

1. 04-25-2023 BOT Minutes



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Board of Trustees

Tuesday, April 25, 2023

6:30 PM

Board Room

Regular Meeting

Watch Meeting Live/Comment Virtually: <https://bit.ly/BOT4thTuesday2023>

I. Call Meeting to Order and Pledge of Allegiance

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

II. Roll Call

Present: 7 - Mayor Brooks
Mayor Pro Tem Loflin
Trustee Baer
Trustee Bell
Trustee Harrison
Trustee Hoback
Trustee Sawusch

III. Approval of the Agenda

Trustee Baer made a motion to approve the agenda. Mayor Pro Tem Loflin seconded the motion. The motion passed by the following vote at 6:31 p.m.

Ayes 7 - Mayor Brooks
Mayor Pro Tem Loflin
Trustee Baer
Trustee Bell
Trustee Harrison
Trustee Hoback
Trustee Sawusch

IV. Consent Agenda

[23-233](#) Approval of the April 11, 2023, Board of Trustees Regular Meeting Minutes

Attachments: [04-11-2023 BOT Minutes](#)

[23-070](#) Proclamation on National Administrative Professionals' Day April 26, 2023

Attachments: [2023 Admin Professional Day Proclamation.docx](#)

[23-072](#) Proclamation on Mental Health Awareness Month May 2023

Attachments: [2023 Mental Health Month Proclamation.docx](#)

[23-120](#) A Resolution of the Board of Trustees of the Town of Erie Approving the Use of a Portion of Erie's Undergrounding Funds for Undergrounding Xcel Energy's Overhead Power Lines along County Line Road from Telleen Avenue to Evans Street

Attachments: [Resolution 23-053](#)
[1% Cover Letter](#)
[1% Scope Document](#)
[Franchise Agreement](#)

[23-179](#) A Resolution of the Board of Trustees of the Town of Erie Approving a Services Agreement with AloTerra Restoration Services

Attachments: [Resolution 23-037](#)
[Parkdale Off-Site Sanitary Sewer Restoration Agreement - AloTerra Restoration Services](#)

[23-190](#) Older Americans Month Proclamation

Attachments: [Older Americans Month Proclamation](#)

[23-196](#) A Resolution of the Board of Trustees of the Town of Erie Accepting a Warranty Deed from Saint Vrain School District, for Real Property along Weld County Road 5

Attachments: [Resolution 23-040](#)
[Warranty Deed](#)

[23-215](#) A Resolution of the Board of Trustees of the Town of Erie Approving an Agreement for Professional Services with Kennedy Jenks, for the Design of Filly Lake Well System Pipeline Improvements

Attachments: [Resolution 23-052](#)
[Professional Services Agreement](#)
[Agreement to Proceed](#)
[Vicinity Map](#)

[23-218](#) A Resolution of the Board of Trustees of the Town of Erie Accepting a Warranty Deed from Erie Land Company LLC for Public Right-of-Way Along Weld County Road 5

Attachments: [Resolution 23-047](#)
[Warranty Deed](#)

[23-222](#) Proclamation Recognizing April 30 - May 6, 2023 as the 54th Annual

Professional Municipal Clerks Week

Attachments: [Municipal Clerks Week Proclamation](#)

[23-226](#)

A Resolution of the Board of Trustees of the Town of Erie Approving the Amended and Restated Development Agreement for Parkdale Filing No. 1 Subdivision

Attachments: [Resolution No. 23-049](#)
[Amended and Restated DA for Parkdale Filing No. 1 Subdivision](#)

[23-227](#)

A Resolution of the Board of Trustees of the Town of Erie Approving the Amended and Restated Development Agreement for Parkdale Filing No. 2 Subdivision

Attachments: [Resolution No. 23-050](#)
[Amended and Restated DA for Parkdale Filing No. 2 Subdivision](#)

Mayor Pro Tem Loflin made a motion to approve the Consent Agenda. Trustee Harrison seconded the motion. The motion passed by the following vote at 6:32 p.m.

Ayes 7 - Mayor Brooks
Mayor Pro Tem Loflin
Trustee Baer
Trustee Bell
Trustee Harrison
Trustee Hoback
Trustee Sawusch

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

Mayor Brooks read the Public Comment Rules and opened Public Comment at 6:34 p.m.

The following spoke:

1. Bob Brades spoke about Affordable Housing
2. Shavonne Blades spoke about Affordable Housing
3. Claire Scott thanked the BOT for their continued efforts regarding DEI and Affordable Housing

With no additional speakers, Mayor Brooks closed Public Comment at 6:44 p.m.

VI. General Business

[23-056](#)

Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month Proclamation

Attachments: [AAPHMProclamation2023](#)

Sara Loflin, Mayor Pro Tem, read the proclamation at 6:44 p.m.

[23-234](#)

Presentation of the Home Rule Charter Commission and Submission of a Proposed Charter per C.R.S. 31-2-206

Attachments: [Presentation](#)

[Home Rule Charter Res. 23-01](#)

[Proposed Home Rule Charter - signed](#)

Ashraf Shaikh, Chair, and Brian O'Connor, Vice Chair presented the item at 6:47 p.m.

Mayor Brooks opened the item for Public Comment at 7:17 p.m. The following spoke:

1. Dori Erikson

With no other speakers, Mayor Brooks closed Public Comment at 7:27 p.m.

[23-237](#)

Erie Chamber of Commerce - 2023 Action Plan Presentation

Attachments: [2023 Erie Chamber Presentation](#)

[2023 Erie Chamber Strategic Report](#)

Julian Jacquin, Economic Development Director, and Pat Vero, Executive Director of Erie Chamber of Commerce, presented the item at 7:43 p.m.

[23-236](#)

A Resolution of the Board of Trustees of the Town of Erie Approving an Amendment of Lease Agreement with the Erie Chamber of Commerce for 235 Wells Street

Attachments: [Resolution 23-054](#)

[Amendment of Lease Agreement](#)

[2017-2022 Lease Agreements](#)

[2023 Erie Chamber Strategic Report](#)

Julian Jacquin, Economic Development Director, and Pat Vero, Executive Director of Erie Chamber of Commerce, presented the item at 8:06 p.m.

Trustee Sawusch made a motion to approve Resolution 23-054. Trustee Harrison seconded the motion. The motion passed by the following vote at 8:25 p.m.

Ayes 6 - Mayor Brooks
 Mayor Pro Tem Loflin
 Trustee Baer
 Trustee Harrison
 Trustee Hoback
 Trustee Sawusch

Absent 1 - Trustee Bell

[23-199](#) Presentation from Colorado Communities for Climate Action (CC4CA)

Attachments: [CC4CA Highlights 2022-11](#)
[CC4CA Description 2023-01](#)
[CC4CA Policy Statement - Adopted](#)
[CC4CA - Erie Board of Trustees 2023-04-25](#)

Eryka Thorley, Sustainability Manager and Jacob Smith, Executive Director of Colorado Communities for Climate Action (CC4CA), presented the item at 8:27 p.m.

[23-243](#) An Update on Senate Bill 23-213

Attachments: [2023a_213_01](#)

Sarah Nurmela, Planning & Development Director, presented the item at 8:52 p.m.

[23-246](#) An Ordinance of the Board of Trustees of the Town of Erie Amending Section 3-1-3 of the Erie Municipal Code Related to the Responsibility for Creating and Adopting the Town's Comprehensive Plan

Attachments: [Comp Plan-0042023](#)

Malcolm Fleming, Town Administrator, and Kendra Carberry, Town Attorney, presented the item at 9:26 p.m.

Mayor Brooks read the Public Comment rules and opened Public Comment at 9:31 p.m.

With no speakers in person or online, Mayor Brooks closed Public Comment at 9:32 p.m.

Mayor Pro Tem Loflin made a motion to approve Ordinance 004-2023. Trustee Hoback seconded the motion. The motion passed by the following vote at 10:28 p.m.

Ayes 5 - Mayor Brooks
 Mayor Pro Tem Loflin
 Trustee Baer
 Trustee Harrison
 Trustee Hoback

Nayes 2 - Trustee Bell
 Trustee Sawusch

VII. Staff Reports[23-200](#) Public Works Monthly Report

Attachments: [Public Works Monthly Report \(Staff\) FINAL April](#)

[23-232](#) Planning & Development Monthly Report

Attachments: [Planning & Development BOT Report April 2023](#)

[23-240](#) Finance Sales Tax Monthly Report

Attachments: [Finance Sales Tax Monthly Report](#)

VIII. Board Member Reports and Announcements

10:44 p.m.

Board members spoke about the Indian New Year, Older American's Lunch, Earth Day/Arbor Day on Saturday, April 29th from 10 am to 2 pm, Mountain View Fire Protection District Election on May 2nd, Moment of Silence for Harry Belafonte and XXX, Erie Farmer's Market begins on May 11th, Citizen's Police Academy, Veladrome, May 26th Opening of the New Coal Creek Park from 4-7 p.m., 60 2nd graders toured the park on April 24th, Nuggets win!

IX. Adjournment

Mayor Brooks adjourned the meeting at 10:44 p.m.

Approved _____
Mayor

Attest _____
Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-214, **Version:** 1

SUBJECT:

2023 National Public Works Week Proclamation

DEPARTMENT: Public Works

..Responsible Department

PRESENTER(S): Todd Fessenden, Public Works Director
Trustee Hoback, Sponsor

POLICY ISSUES:

This is a yearly proclamation and thus has minimal policy implications.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since 1960, the American Public Works Association has sponsored National Public Works Week. Across North America, more than 30,000 members of the APWA in the U.S. and Canada use this week to energize and educate the public on the importance of public works to their daily lives: planning, building, managing, and operating at the heart of their local communities to improve everyday quality of life.

National Public Works Week is observed during the third full week of May each year and is a celebration of the individuals who provide and maintain the infrastructure and services collectively known as Public Works. Town of Erie staff in alignment with the APWA ask the Board to proclaim the week of May 21-27, 2023 as Public Works Week.

The 2023 National Public Works Week Theme is "Connecting the World Through Public Works". Public works is the thread that connects us all, no matter where we live in the world. Every public works professional strives to improve the quality of life for the community they serve, leading to healthier, happier communities.

The "Connecting the World Through Public Works" theme highlights the way public works professionals connect us physically, through infrastructure, and inspirationally, through service to their communities, whether as first responders, or daily workers carrying out their duties with pride.

Public works connectors help keep communities strong by providing an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management.

File #: 23-214, **Version:** 1

They are what make our communities great places to live and work.

Board Priority(s) Addressed:

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

Attachment:

1. Proclamation



NATIONAL PUBLIC WORKS WEEK PROCLAMATION

WHEREAS, the Town of Erie public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life and well-being of the people of the Town of Erie; and

WHEREAS, the Town of Erie infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our residents, businesses, and visitors; and

WHEREAS, it is in the public interest for the residents, civic leaders, and children in the Town of Erie to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association,

NOW, THEREFORE, I, Justin Brooks, Mayor of the Town of Erie do hereby proclaim the week of May 21-27, 2023, to be National Public Works Week. I urge all residents to join in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

DATED THIS 9th DAY OF MAY, 2023

Justin Brooks, Mayor

ATTEST:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-250, **Version:** 1

SUBJECT: CONSENT

A Resolution of the Board of Trustees of the Town of Erie Approving a Construction Contract with Sunland Asphalt & Construction, LLC for the Northridge Trail Crusher Fines Project

DEPARTMENT: Parks & Recreation Department

PRESENTER: Patrick Hammer, Director of Parks & Recreation

FISCAL SUMMARY:

Cost as Recommended:	\$119,531.95
Balance Available:	\$134,500.00
Budget Line Item Number:	210-50-810-605000-100273
New Appropriation Required:	No

STAFF RECOMMENDATION:

Approve the Resolution authorizing a construction contract with Sunland Asphalt & Construction, LLC for the Northridge Trail crusher fines project, and authorizing staff to expend budgeted funds.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Parks & Open Space Division took over the maintenance of the open space that runs through the Northridge subdivision in 2022. This area includes a trail made of crusher fines that runs north and south through the middle of the subdivision. The trail was built in 1999, and it wasn't properly maintained after it was built. As a result, the trail has become worn out and overgrown by surrounding vegetation.

The Parks & Open Space Division identified this trail improvement as an important project to meet the Town's safety, connectivity, and service standards. The project will involve removing the existing trail materials, installing landscape fabric to prevent weed growth on the new trail, and laying down new crusher fines material. The new trail will be one-half mile long and ten feet wide.

Once approved, work will begin immediately with expected completion by the summer of 2023. The Parks & Open Space Division will communicate with trail users and those who live nearby before the project starts to relay timeline and closures details.

In accordance with Section 9, Cooperative Purchasing of the Town's Purchasing Policy, the Parks &

Recreation Department selected Sunland Asphalt & Construction, LLC for this project. Sunland Asphalt & Construction, LLC is an approved vendor through the Gordian Job-Order Contracting cooperative purchasing process for labor and materials for this project. The Town has been a member of this cooperative platform since 2022. Participating in approved cooperative purchasing allows governments, educational entities and non-profits to take advantage of competitively bid goods and services for routine projects. Since Requests for Proposals are bid nationally then broken down by region, pricing and contractor diversity is more competitive. The process is also streamlined allowing for quicker procurement timelines.

Board Priority(s) Addressed:

- ✓ Attractive Community Amenities
- ✓ Safe and Healthy Community
- ✓ Environmentally Sustainable
- ✓ Fiscally Responsible

Attachment(s):

1. Resolution 23-055
2. Construction Contract - Northridge Trail Crusher Fines Project

**Town of Erie
Resolution No. 23-055**

**A Resolution of the Board of Trustees of the Town of Erie
Approving a Construction Contract with Sunland Asphalt and
Construction, LLC for the Northridge Trail Crusher Fines Project**

Whereas, in 2022, the Parks and Open Space Division took over the maintenance of the open space and the crusher fines trail that bisects the Northridge subdivision;

Whereas, the trail was not built to the Town’s current construction standards and specifications resulting in the trail becoming worn out and overgrown by surrounding vegetation;

Whereas, the Parks and Open Space Division identified this trail improvement as an important project to meet the Town’s safety, connectivity, and service standards; and

Whereas, the Board of Trustees finds that it is in the best interest of the Town and the public health, safety and welfare to approve a Construction Contract for the Northridge Trail Crusher Fines Project with Sunland Asphalt Construction, LLC.

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

Section 1. The Construction Contract with Sunland Asphalt and Construction, 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 9th day of May, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Construction Contract
(Northridge Trail Crusher Fines Project)

This Construction Contract (the "Contract") is made and entered into this day of _____, 2023 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and Sunland Asphalt and Construction, LLC, ("Contractor") (each individually a "Party" and collectively the "Parties").

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

I. Scope of Work

A Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

B Within 10 days of the Effective Date, Contractor shall provide a payment and performance bond, in a form approved by the Town, in the amount of \$119,531.95.

C Contractor shall complete the Scope of Work within 90 days of the Town's issuance of a Notice to Proceed.

II. Term and Termination

This Contract shall commence on the Effective Date, and shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. Compensation

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed \$119,531.95 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. Responsibility

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

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

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

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

V. Ownership

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work.

The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. Insurance

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

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

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

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

VII. Indemnification

A Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission,

error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

VIII. Keep Jobs in Colorado Act

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

IX. Warranty

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

X. Bonds

Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

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

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

D. *Notice.* Any notice under this Contract 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 included on the first page of this Contract.

E. *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.

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

G. *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.

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 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.

I. *Rights and Remedies.* 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. 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.

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

Exhibit A Scope of Work

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work:

Detailed Scope of Work

- Excavate 6" 22,045 SF Of Soil/old Trail. Excavated spoils are to be hauled off and disposed of by the contractor
- Install uniform, 10 feet wide/6 inches deep crusher fines trail
- Compacted, excavated subgrade to be entirely covered with geotextile fabric secured with pins
- 3/8 inch grey crusher fines. Sample of product to be submitted for approval by Parks & Open Space Division Manager prior to being used
- Tread surface to provide adequate out sloping (Hillside - 2%/Crown 2% Flat)
- Crusher fines entirely compacted with a roller or vibratory compactor
- All tools/equipment/materials are to be stored in a designated area
- Trail edges graded to smooth transition between adjacent native vegetation
- Adjacent vegetation to be free of spoils (crusher fines, debris, contaminated soil, etc.)
- Trail corridor to be approved by Parks & Open Space Division Manager or designee
- Contractor responsible for safely securing work area from the public

Project Location



General Provisions

Part 1. Definitions

101 Contract Documents:

- A. Bid Form (Including Bid Summary);
- B. Bid Schedule;
- C. Bidder's Qualification Statement;
- D. Construction Contract;
- E. General Provisions
- F. Special Provisions;
- G. Town of Erie Standard Specifications for the Design and Construction of Public Improvements;
- H. Construction Task Catalog®;
- I. Technical Specifications (Gordian);
- J. Construction Drawings (if applicable);
- K. Certificate of Insurance Verification;
- L. Bid Bond;
- M. Notice of Award;
- N. Documentation submitted by Contractor prior to Notice of Award; and
- O. Addenda.

Documents Submitted with Each Job Order:

- A. Notice to Proceed;
- B. Payment and Performance Bond;
- C. Certificate of Final Payment; and
- D. Final Acceptance Form.

102 Contract Amendment:

A written order issued by the Town after execution of the Contract authorizing a revision to the Contract as a whole.

103 Town:

The Town of Erie, Colorado.

104 Contract:

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

105 Contract Price:

The amount set forth in Section 4 of the Construction Contract.

106 Contract Time:

The time for completion of the Work as set forth in Section 3 of the Construction Contract.

1.07 Day:

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

1.08 Final Completion:

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

1.09 Project Manager:

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

1.10 Subcontractor:

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

1.11 Substantial Completion:

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

1.12 Work:

All the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

Part 2. Time

2.01 Time of the Essence:

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

2.02 Final Acceptance:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 Changes in the Work:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Job Order Price and the Job Order Completion Time. All changes shall be authorized by a written Supplemental Job Order signed by the Project Manager. The Supplemental Job Order shall include appropriate changes in the Job Order Proposal and the Job Order Completion Time. The Work shall be changed and the Job Order Price and Job Order Completion Time modified only as set forth in the written Supplemental Job Order. Any adjustment in the Job Order Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Supplemental Job Order is commenced. If a Supplemental Job Order results in an increase

in the Job Order Price, approval of the Erie Board of Trustees shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Supplemental Job Order has been performed.

204 Delays:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time. "Weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar day varies from the average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

Monthly Anticipated Adverse Weather Days											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
7	4	4	4	6	3	4	2	3	3	2	5

By reason of example only, if in March there are two days when the snowfall exceeds the average snowfall for that day by 100%, those two days will have experienced an adverse weather condition. However, there will have been no unanticipated adverse weather condition in March, because there are four anticipated adverse weather days in March, which should be accounted for in the schedule. If, however, there are five days in which the snowfall exceeds the average snowfall by 100%, an unanticipated adverse weather condition will have occurred, and Contractor shall be entitled to request an extension of Job Order Completion Time.

B. Any request for extension of the Job Order Completion Time shall be made in writing to the Project Manager not more than 7 days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work and should be contained in a Supplemental Job Order.

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

205 No Damages for Delay:

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

Part 3. Contractor's Responsibilities

3.01 Completion/Supervision of Work:

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 Duty to Inspect:

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

3.03 Furnishing of Labor and Materials:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

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

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*

3.04 Employees and Safety:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

3.05 Cleanup:

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

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

3.06 Payment of Royalties and License Fees:

Contractor shall pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 Taxes, Licenses and Permits:

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

3.08 Samples and Shop Drawings:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents.

3.09 Compliance with Laws and Regulations:

Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules

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

3.10 Subcontractors:

- A. Contractor shall furnish to the Project Manager at the time each Job Order Proposal is submitted, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.
- B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.
- C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents and shall incorporate the relevant provisions of the Contract Documents.

3.11 Corrective Work:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform, within the time period approved by the Project Manager. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

3.12 Other Contracts:

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

3.13 Communication:

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

Part 4. Termination

4.01 Labor Disputes:

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

4.02 Default:

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

Part 5. Warranties:

5.01 Warranty of Fitness of Equipment and Materials:

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

5.02 General Warranty:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of 2 years from the date of final acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

Part 6. Bonds, Insurance and Indemnification

6.01 Indemnification:

- A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from

and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

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

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

6.02 Notice of Claim:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 Insurance:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and

other obligations assumed by Contractor pursuant to this Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

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

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

6.04 Performance and Payment Bond:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Job Order Price on all Job Orders valued \$50,000.00 and above, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until two years after the date of Final Completion.

Part 7. Payment

7.01 Progress Payments:

A. The Town shall make periodic progress payments to Contractor for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit

copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to 95% of the Work actually completed. Completed Work shall include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.

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

D. For all other Job Orders, the Owner may make partial, monthly payments based on the percentage of the work completed.

7.02 Final Payment:

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

7.03 Liquidated Damages:

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

Value of Job Order	Amount per day
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820

\$12,000,000 or greater \$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Job Order Completion Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 Oral Agreements Prohibited:

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

7.05 Items Not Included in Bid:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically accounted for by the Contractor in their bid Adjustment Factor(s).

7.06 Changes in Quantity:

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

B. All other Changes in the Work shall be addressed by section 8 of the Job Order Contract Special Conditions: Changes in the Work.

7.07 Bid Price Adjustments:

A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated in the original Job Order, the Price Proposal shall be modified by written Supplemental Job Order. Payment for major items shall be calculated by the terms of the Supplemental Job Order.

B. A "major spike" is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued. If a major spike occurs in a specific material cost, Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, Contractor shall:

1. Identify the specific material that has experienced a major spike;

2. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike; and

3. Demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the "major spike" definition above.

C. The Town, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.

D. The Town, at its option, may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.

7.08 Eliminated Items:

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

7.09 Materials Stored But Not Incorporated:

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

7.10 Cost Records:

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

Part 8. Miscellaneous

8.01 Publications:

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

8.02 Confidentiality:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 Independent Contractor:

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

8.04 Conflicts:

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

1. Contract Modifications (later takes precedence over earlier).
2. Construction Contract.
3. Addenda.
4. Job Orders (including Detailed Scopes of Work, Job Order Proposals and any Supplemental Job Orders).
5. Job Order Contract Special Conditions.
6. Request for Bids.
7. Special Provisions.
8. General Provisions.
9. Town Technical Specifications.
10. Standards and Specifications for Design and Construction of Public Improvements. *Most recent iteration.
11. Construction Task Catalog®.
12. Gordian Technical Specifications.
13. Supplemental Specifications.
14. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

Special Provisions

1. **General.**

A. All labor, services, material, and other work necessary for the construction of this Job Order Contract shall be provided by Contractor. Contractor's responsibilities shall include, but not be limited to: managing the budget; scheduling and coordinating work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders, Supplemental Job Orders and notices of substantial completion.

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

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

2. **Other Regulations.**

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

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

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

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

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

6. Inspections and Testing.

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

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

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

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

7. Construction Schedule.

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

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

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

8. Saturday, Sunday, Holiday and Night Work.

A. The majority of work shall be performed during Normal Working hours as described in the Bid Schedule. Normal Working hours is work performed including the hours of 7:00 AM to 6:00 PM, Monday through Friday, except for Town holidays. If Work is identified outside of those hours and days, it will be deemed as Other than Normal Working hours, which shall include the hours of 6:00 PM to 7:00 AM, Monday through Friday and all day Saturday, Sunday and Town Holidays. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

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

9. Progress Reports.

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

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

10. Pre-construction Conference. See section 5.4 of the Job Order Contract Special Conditions for Joint Scope Meeting Conference requirements.

11. Fees and Permits. See section 6.6 of the Job Order Contract Special Conditions

A. Prior to commencing any Work, Contractor shall secure, all necessary fees and permits required for the performance of the Work, including an Army Corps of Engineers 404 permit, if necessary.

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

12. Existing Utilities.

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

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

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

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

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

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

15. Construction Staging Areas. All construction staging areas shall be located within the work site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.

16. Sanitary Facilities.

A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers

and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

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

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

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

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

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

19. Traffic Control.

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

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

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

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

E. No road shall be closed at any time.

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

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

20. Archaeological and Historical Discoveries.

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

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

21. Water Control.

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

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

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

22. Disposal Site

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

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

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

24. Existing Improvements and Restoration.

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

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

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

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

Job Order Contract (JOC) Special Conditions

The following clarifications and modifications apply to the General, Supplemental and Special Conditions:

1. Whenever the term "Contract" is used to describe the Work associated with an individual project, the term "Contract" shall be replaced with "Job Order".
2. Whenever the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".
3. Whenever the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price"
4. The Job Order Price shall set forth the fixed price, lump sum amount for which Contractor is paid to complete the Detailed Scope of Work. Unless specifically stated for a Job Order, estimated quantities, lists of materials and bid prices shall not apply,

the descriptions as related to costs and payment shall not apply, and the payment sections within the individual sections shall not apply.

5. All references to "Bid Items" shall be interpreted to mean Work tasks necessary to complete the Detailed Scope of Work.
6. All references to "change order work", "extra work", "force account work", and any other descriptions to changes to the Detailed Scope of Work shall be interpreted to mean work described in a Detailed Scope of Work of a Supplemental Job Order.
7. The Construction Task Catalog® shall govern the work included in the Unit Price of a Pre-Priced Task.

1. Definitions

1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Bid Form, which is used for the purposes of determining the lowest Bid.
3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
6. **Estimated Annual Value** - An estimate of the value of Job Orders that could be issued to the Contractor each year.
7. **Job Order** - A written order issued by the Town, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
10. **Job Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated

Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.

12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
13. **Non Pre-priced Task** - A task that is not set forth in the Construction Task Catalog[®].
14. **Normal Working Hours** - Normal Working hours is work performed including the hours of 7:00 AM to 6:00 PM, Monday through Friday, except for Town holidays
15. **Notice to Proceed** - A written notice issued by the Town directing the Contractor to proceed with construction activities to complete the Job Order.
16. **Option Term** - An additional period of time beyond the Contract Time which extends the termination date of the Contract.
17. **Other than Normal Working Hours**- Include the hours of 6:00 PM to 7:00 AM, Monday through Friday and all day Saturday, Sunday and Town Holidays.
18. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog[®].
19. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
20. **Request for Proposal** - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
21. **Secured Facilities** – Any facility deemed to be “Secured” by the Town will require, at a minimum, tool inventory and a series of check in procedures. For each facility, the Town Project Manager shall determine and communicate the access and egress requirements in each request for Job Order Proposal.
22. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
23. **Unit Price** - The price published in the Construction Task Catalog[®] for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs[®]. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

2. Contractor Selection

- 2.1. Job Order Contracting: The Town may award an individual Job Order to any selected Contractor. Selection of Contractor and award of the Job Order will

be in compliance with established Town procedures and based on one or more of the following criteria:

- 2.1.1. Rotational selection among all contractors, unless otherwise determined by the Town.
- 2.1.2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
- 2.1.3. Balancing Job Order volume among Contractors.
- 2.1.4. Price, as determined by the Adjustment Factors of the Contractors.
- 2.1.5. Limitations posed by bonding capacity of the Contractors.
- 2.1.6. Other appropriate criteria as deemed in the best interest of the Town.

3. Contractor's Personnel

- 3.1. Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Town and shall have a cell phone at which they can be reached at all times.
- 3.2. Contractor shall have an office with the Town or within the County of Weld or the County of Boulder respective to the County in which the work is being completed, or if the office is located in another location, offices will be approved at the Town's discretion.
- 3.3. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Town of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the Town, the Contractor is not providing a sufficient level of supervision, the Town may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the Town.

4. Procedure for Ordering Work

4.1. Conduct the Joint Scope Meeting

4.2. As the need exists, the Town will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.

4.3. The Contractor does not have the right to refuse to perform any Project, Pre-priced Task, or Non Pre-priced Task.

4.4. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:

4.4.1. The work to be performed;

4.4.2. Presence of hazardous materials;

4.4.3. Job Order specific Insurance (if any);

4.4.4. Required permits – including drawings for permits;

4.4.5. Long lead time materials;

4.4.6. Protocol for workers entering the site;

4.4.7. Staging area and areas that are off-limits;

4.4.8. Construction schedule and work hours – with critical milestones and phasing requirements;

4.4.9. Controlled inspections, testing requirements;

4.4.10. Value Engineering suggestions;

4.4.11. Organization of Price Proposal – by location, by corner, etc.;

4.4.12. Due Date for Detailed Scope of Work and for Price Proposal; and

4.4.13. The Traffic Control Plan if required

4.5. Upon completion of the joint scoping process, the Town will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Town will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Town, will be the basis on which the Contractor will develop its Job Order Proposal and the Town will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

4.6. The Town may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities

required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Town cannot agree on the quantities required, or for any other reason as determined by the Town. In all such cases, the Town shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

- 4.7.** If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

5. Preparation of a Job Order Proposal

- 5.1. The Contractor's Job Order Proposal shall include, at a minimum:
- 5.1.1. Job Order Price Proposal;
 - 5.1.2. Support documentation for Non Pre-priced Tasks;
 - 5.1.3. Required drawings or sketches;
 - 5.1.4. List of anticipated Subcontractors including a MBE/WBE Certification;
 - 5.1.5. Construction schedule; and
 - 5.1.6. Other requested documents.
- 5.2. The Job Order Price shall be the value of the approved Job Order Price Proposal.
- 5.3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- 5.4. The Contractor will prepare Job Order Price Proposals in accordance with the following:
- 5.4.1. Pre-priced Task: The Contractor shall select the appropriate Pre-priced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Pre-priced Task. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.
 - 5.4.2. Non Pre-priced Task: A task that is not set forth in the Construction Task Catalog®.
 - 5.4.2.1. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

For Non Pre-priced Tasks Performed with Contractor's own forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for Non Pre-priced Tasks performed with Contractor's own forces = $(A+B+C) \times$ Non Pre-priced Task Adjustment Factor

For Non Pre-priced Tasks Performed by subcontractors:

If the Non Pre-priced Task will be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three subcontractor quotes. If three quotes are not attainable in certain situations, Contractor may submit less than three with a letter of justification explaining the circumstances.

Total for Non Pre-priced Tasks performed by subcontractors = $D \times$ Non Pre-priced Task Adjustment Factor

5.4.3. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:

5431. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

5432. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Town may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in

writing for the Town's approval. If approved, less than three quotes or bids will be allowed.

- 5433. After a Non Pre-priced Task has been approved by the Town, the Unit Price for such task will be established, following approval by the Town, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
 - 5434. The Town's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 5.5. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Town may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
 - 5.6. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
 - 5.7. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
 - 5.8. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
 - 5.9. In immediate response situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for

Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

- 5.10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
- 5.11. By submitting a Job Order Proposal to the Town, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Town.
- 5.12. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- 5.13. In the event the Contractor is required to work in a secured facility or location where labor, materials, and equipment must be inspected, the Contractor will be permitted to add labor hours to the Job Order Price Proposal to account for lost time as a result of such inspection.

6. Review of the Job Order Proposal and Issuance of the Job Order

- 6.1. The Town will evaluate the entire Job Order Price Proposal and compare these with the Town's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed. All incomplete Job Order Proposals will be rejected. The Town will review the Price Proposal to determine the accuracy of the Pre-priced Tasks, quantities, Adjustment Factors, and Non Pre-priced Tasks.
- 6.2. The Contractor may choose the means and methods of construction; subject however, to the Town's right to reject any means and methods proposed by the Contractor that:
 - 6.2.1. Will constitute or create a hazard to the work, or to persons or property;
 - 6.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
 - 6.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 6.3. The Town reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The Town also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Town. The Town may perform such work by other means. The Contractor shall not recover any

costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Town.

- 6.4. By submitting a Job Order Proposal to the Town, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the Town.
- 6.5. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non-Pre-priced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the Town.
- 6.6. If the Job Order Proposal is found to be complete and accurate, the Town may issue a Job Order to the Contractor.
- 6.7. The Job Order signed by the Town and delivered to the Contractor constitutes the Town's acceptance of the Contractor's Job Order Proposal.
- 6.8. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be the value of the approved Price Proposal.
- 6.9. All clauses of this Contract shall apply to each Job Order.
- 6.10. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 6.11. The Town, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.
- 6.12. The Town may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with The Town. The Town may perform such work by other means.
- 6.13. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. A separate Job Order will

be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work,

- 6.14. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the Town and delivered to the Contractor constitutes the Town's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.
- 6.15. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Town. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures. Contractor must submit to the Town's Representative, their emergency procedure/safety plan prior to starting work. Contractor must be responsible for quality assurance and quality control.

7. Changes in the Work

- 7.1. The Town, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.
- 7.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
- 7.3. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

8. Contract Modifications

- 8.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Contract Amendment.

9. Payments

- 9.1. The Town will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Town may make partial, monthly payments based on a percentage of the work completed.
- 9.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the

percentage complete of the detailed Scope of work and the dollar value for which the Application for Payment may be submitted.

10. Job Order Contracting Software

10.1. Job Order Contracting Software

10.1.1. The Town selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for their JOC program. The Gordian JOC Solution includes Gordian's proprietary JOC System Software and JOC applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including preparation and submission of Job Order Proposals, subcontractor lists, and other requirements specified by the Town. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Town is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution. This Gordian JOC Solution is expressly excepted from Section V of the Construction Contract.

11. ENR CCI Adjustment of the Adjustment Factors

11.1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the effective date of the Contract to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to such anniversary, that the Adjustment Factors be updated. The request shall be delivered to the Town and to Gordian. In the event the Contractor fails to deliver the request timely, then the Town shall determine the date on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the Town. Thereafter, the Contractor's Adjustment Factors will be adjusted according to the following:

11.2.A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities, published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. February bid due date, Base Year Index is February of the prior year to January of the bid due date year).

11.3.A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the

month of anniversary of the bid due date (e.g. February bid due date, Current Year Index is February of the prior year to January of the current year).

- 11.4. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
- 11.5. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
- 11.6. Averages shall be obtained by summing the 12-month indices and dividing by 12.
- 11.7. All calculations shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
- 11.8. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
- 11.9. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- 11.10. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- 11.11. If the Contractor submits a Price Proposal with outdated Adjustment Factors, then the Contractor waives its right to resubmit the Price Proposal using updated Adjustment Factors.
- 11.12. The Contractor cannot delay submitting a Job Order Proposal to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.
- 11.13. The Non Pre-priced Adjustment Factor shall remain fixed for the duration of the Contract.

12. As-Built Drawings

- 12.1. If the Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then as the Detailed Scope of Work progresses the Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-257, **Version:** 1

SUBJECT:

Proclamation to Recognize Economic Development Week

DEPARTMENT: Economic Development

PRESENTER(S): Julian Jacquin, Economic Development Director
Brandon Bell, Trustee (Sponsor)

STAFF RECOMMENDATION:

Accept Proclamation

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Economic Development Week was created by the International Economic Development Council (IEDC) in 2016. To increase awareness of local programs that create jobs, advance career development opportunities, and improve communities' quality of life. Over the last six years, 450+ campaigns have been made throughout the United States and Canada. Campaigns occur in all 50 states, with more than 60 communities officially proclaiming Economic Development Week.

Board Priority(s) Addressed:

- ✓ Attractive Community Amenities
- ✓ Engaged and Diverse Community
- ✓ Prosperous Economy
- ✓ Small Town Feel
- ✓ Effective Governance

Attachment:

1. Proclamation



ECONOMIC DEVELOPMENT WEEK PROCLAMATION

WHEREAS, the Town of Erie Economic Development Department and local Erie businesses, agencies, and organizations each strive to provide economic excellence within our community for all residents, businesses, and visitors; and

WHEREAS, the Erie Chamber of Commerce, the Erie Economic Development Council, the Downtown Erie Business Association, Upstate Colorado, the Small Business Development Center, the Town of Erie and many others, contribute to economic development by fostering business growth which contributes to our vibrant regional economy; and

WHEREAS, these partners cultivate and nurture business and entrepreneurship that helps to secure the next generation of new businesses, working in partnership with industries, brokers, educators, and other key allies to foster an effective business climate and meet the increasingly critical need for a skilled and competitive workforce; and

WHEREAS, economic development works to the benefit of the Town of Erie and our greater region by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic development works in the Town of Erie and the State of Colorado, to strategically make our community one of the greatest places to live, work, and play.

NOW, THEREFORE, I, Justin Brooks, Mayor of The Town of Erie do hereby recognize the week of May 8 through May 12, 2023, as "Economic Development Week", and remind individuals of the importance of this profession, which supports expanding career opportunities and improves quality of life.

DATED THIS 9TH DAY OF MAY, 2023

Justin Brooks, Mayor

ATTEST:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-261, **Version:** 1

SUBJECT:

A Resolution of the Board of Trustees of the Town of Erie Approving a Sponsorship Agreement with Team Colorado Cycling

DEPARTMENT: Economic Development

PRESENTER(S): Julian Jacquin, Economic Development Director
Todd Stevenson, Team Colorado Cycling

FISCAL SUMMARY:

Cost as Recommended:	\$50,000
Balance Available:	\$0
Budget Line Item Number:	100-22-910-575140-000000
New Appropriation Required:	Yes

POLICY ISSUES:

The key policy decision is whether to support Team Colorado Cycling in the sponsorship of various events and activities to be hosted at the Boulder Valley Velodrome at 601 Bonnell Avenue, Erie, CO 80516.

STAFF RECOMMENDATION:

Approve the Sponsorship Agreement with Team Colorado Cycling for the sponsorship of various events and activities.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Boulder Valley Velodrome (the "Velodrome") opened at 601 Bonnell Avenue in Erie in the spring of 2015, at the northwest corner of E. County Line Rd. and Bonnell Ave. At its peak, the Velodrome had more than 450 annual members and 250 racers weekly. The original owners listed the Velodrome for sale in 2017, and the track has been closed to cyclists since the fall of 2019. Since that time, various groups have inquired about purchasing the Velodrome to raze the facility and develop housing or other business uses, but there has been a strong community response to save the Velodrome. A new team led by BVV Holdings LLC and Team Colorado Cycling ("Team Colorado", a nonprofit) is now under contract to purchase the Velodrome, repair, and reopen the facility to cyclists, and host various events and activities for the Erie community.

In purchasing the Velodrome, Team Colorado wishes to host various events and activities at the Velodrome, such as movie nights, concerts, food truck festivals, free Erie community days, pickleball tournament(s), and criterium bike races. The Velodrome provides a unique location to hold these events until Erie Town Center is fully developed, and many of these events will be relocated to the public plazas and community green space at the Four Corners site in Town Center. This new plan for the Velodrome also enhances Town Center as a mixed-use entertainment destination and increases the demand for a new hotel in Erie.

Team Colorado hosted a press conference at the Velodrome on April 20, 2023, and several news media outlets authored articles covering this activity in the week following the press conference. More information can be found in the article linked below, with direct quotes from Economic Development Director Julian Jacquin and Town Administrator Malcolm Fleming:

- <https://coloradosun.com/2023/04/21/boulder-valley-velodrome-new-owners/>
- <https://www.dailycamera.com/2023/04/20/boulder-valley-velodrome-set-to-reopen-to-community-this->

Town staff recommends approving a Sponsorship Agreement (the "Agreement") to sponsor these various events and activities to help create a positive impact on the Erie business community. The Agreement is set for a one-year term, through Dec. 31, 2023, and would automatically renew for four subsequent one-year terms, beginning on Jan. 1, 2024 (through Dec. 31, 2027). Team Colorado requested and staff proposes the amount of financial sponsorship provided to Team Colorado by the Town is up to \$50,000 in 2023, 2024, and 2025, and reduces to \$25,000 in 2026 and 2027. Funding would be provided upfront for each year, upon written request from Team Colorado. If any events are not held during that given year, Team Colorado would reimburse the Town for the financial value assigned to each event that is not held.

In return for the sponsorship, Team Colorado will plan and implement all the events listed in the Agreement and acknowledge the Town as a major sponsor for all events, with a link to the Town's website on Team Colorado's website, emails, and newsletters.

Board Priority(s) Addressed:

- ✓ Attractive Community Amenities
- ✓ Prosperous Economy
- ✓ Small Town Feel
- ✓ Effective Governance
- ✓ Fiscally Responsible

Attachment(s):

1. Resolution 23-058
2. Sponsorship Agreement

File #: 23-261, **Version:** 1

3. Team Colorado Cycling Presentation
4. Team Colorado Cycling Bio
5. Todd Stevenson Resume

**Town of Erie
Resolution No. 23-058**

**A Resolution of the Board of Trustees of the Town of Erie
Approving the Sponsorship Agreement with Team Colorado
Cycling**

Whereas, BVV Holdings LLC ("BVV"), a Colorado limited liability company with an address of 839 West Mahogany Circle, Louisville, CO 80027, is under contract to purchase the real property located at 601 Bonnell Avenue, Erie, CO 80516 (the "Velodrome");

Whereas, upon completion of purchase, BVV will be leasing operation and management of the Velodrome to Team Colorado Cycling ("Team Colorado"), a Colorado non-profit corporation with an address of 224 Roosevelt Avenue, Louisville, CO 80027;

Whereas, Team Colorado and the Town of Erie have negotiated a Sponsorship Agreement;

Whereas, pursuant to the Sponsorship Agreement the Town will compensate Team Colorado for the operations of the Velodrome in exchange for a sponsorship, as more particularly described therein; and

Whereas, the Board of Trustees of the Town of Erie wishes to approve the Sponsorship Agreement.

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

Section 1. The Sponsorship Agreement between the Town and Team Colorado 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 Sponsorship Agreement on behalf of the Town.

Adopted this 9th day of May, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Sponsorship Agreement

This Sponsorship Agreement (the "Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Team Colorado Cycling, a Colorado nonprofit corporation with an address of 224 Roosevelt Avenue, Louisville, CO 80027 ("Team Colorado") (each a "Party" and collectively the "Parties").

Whereas, BVV Holdings LLC ("BVV") is under contract to purchase the real property located at 601 Bonnell Avenue, Erie, CO 80516, which property contains a cycling velodrome (the "Velodrome");

Whereas, upon completion of purchase, BVV will be leasing operation and management of the Velodrome to Team Colorado;

Whereas, Team Colorado intends to repair and reopen the Velodrome for training, races, tournaments and community events;

Whereas, at its peak, the Velodrome had over 450 annual members and 250 racers weekly, and if reopened, the Velodrome will create a positive economic impact on the Erie business community; and

Whereas, Team Colorado wishes to host various events and activities at the Velodrome and the Town wishes to sponsor these events and activities.

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

I. Sponsorship

Team Colorado shall comply with the sponsorship terms set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

II. Term and Termination

A. This Agreement shall commence on the Effective Date and shall continue through December 31, 2023 unless sooner terminated as provided herein. This Agreement shall automatically renew for 4 subsequent one-year terms, beginning on January 1, 2024 (each a "Renewal Term"), unless the Town notifies Team Colorado of nonrenewal on or before November 1st of any given year for the following year, provided that this shall not prevent the Town from terminating this Agreement as provided herein.

B. The Town may terminate this Agreement for convenience upon 30 days' prior written notice to Team Colorado. If the Town terminates this Agreement for

convenience, the Town shall not be entitled to a refund of any compensation previously paid to Team Colorado.

C. The Town may terminate this Agreement immediately if Team Colorado fails to perform any of its duties under this Agreement. In such event, the Town shall be entitled to reimbursement of any compensation previously paid to Team Colorado under this Agreement.

III. Compensation

In exchange for the sponsorship, the Town shall pay Team Colorado as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. Promotional License

A. The Town hereby grants to Team Colorado a royalty-free, non-exclusive license to use and display the trademarks associated with the Town in promotion of the Events. Such use shall be limited solely to the duration of the Events and any advertising or promotional activities relating thereto. The Parties acknowledge that this does not convey any right, title or ownership interest in the trademark.

B. Except as expressly provided herein, neither Party shall have the right to use in any way the corporate or trade name, trademarks, service marks, logos or other identification of the other Party.

V. Independent Contractor

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

VI. Miscellaneous

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

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

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

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

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

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

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

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

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

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

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Exhibit A Sponsorship Terms

During the term of this Agreement Team Colorado shall provide the following sponsorship benefits to the Town:

A. Team Colorado will plan and implement all of the Events listed in Exhibit B, subject to all applicable law.

B. Team Colorado will acknowledge the Town as a major sponsor of all of the Events, using the Town's logo.

C. Team Colorado will include a link to the Town's website on Team Colorado's home website, in all Team Colorado emails and in all Team Colorado Newsletters.

Exhibit B Compensation

The Town will compensate Team Colorado as follows:

Administrative Costs	2023	2024	2025	2026	2027
General Operations	\$7,000	\$7,000	\$7,000	\$3,500	\$3,500
Subtotal	\$7,000	\$7,000	\$7,000	\$3,500	\$3,500

Events	2023	2024	2025	2026	2027
Pickleball Tournament	\$5,000	\$5,000	\$5,000	\$5,500	\$5,500
Town Movie Nights (3x/year)	\$7,500	\$7,500	\$7,500	n/a	n/a
Concert in the Velodrome	\$10,000	\$10,000	\$10,000	n/a	n/a
Criterion Bike Race in Downtown	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
Food Truck Festival	\$5,000	\$5,000	\$5,000	n/a	n/a
Free Erie Velodrome Days	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Subtotals	\$43,000	\$43,000	\$43,000	\$21,500	\$21,500

	2023	2024	2025	2026	2027
Grand Totals	\$50,000	\$50,000	\$50,000	\$25,000	\$25,000

The Grand Total for 2023 (\$50,000) shall be paid within 7 days of the Effective date. The Grand Total for each Renewal Term shall be paid on or before January 15th of that year, provided that Team Colorado makes a written request for such amount prior to January 15th.

If any events are not held during a given year, Team Colorado shall reimburse the Town for each event that is not held, with such reimbursement to occur on or before December 31st of that year.

Certificate Of Completion

Envelope Id: E111CE65ACB14DE98E9AB26C8B317227	Status: Completed
Subject: Complete with DocuSign: Sponsorship Agreement - Velodrome.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kelsey Hanson
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	khanson@erieco.gov
	IP Address: 50.206.104.130

Record Tracking

Status: Original	Holder: Kelsey Hanson	Location: DocuSign
5/1/2023 3:32:15 PM	khanson@erieco.gov	

Signer Events

Todd Stevenson
 todd_stevenson@comcast.net
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 0F69C0D4FA1B4F1...

Timestamp

Sent: 5/1/2023 3:34:23 PM
 Viewed: 5/2/2023 9:08:55 AM
 Signed: 5/2/2023 9:09:16 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 73.217.119.222

Electronic Record and Signature Disclosure:
 Accepted: 5/2/2023 9:08:55 AM
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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

Julian Jacquin
 jjacquin@erieco.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/2/2023 9:09:16 AM
 Viewed: 5/2/2023 9:10:53 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/26/2023 2:12:26 PM
 ID: 37c7cf49-69a1-42b5-8a59-a6aee8211337

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	5/1/2023 3:34:23 PM
Certified Delivered	Security Checked	5/2/2023 9:08:55 AM
Signing Complete	Security Checked	5/2/2023 9:09:16 AM
Completed	Security Checked	5/2/2023 9:09:16 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

To advise Town of Erie of your new email address

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

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

To request paper copies from Town of Erie

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

To withdraw your consent with Town of Erie

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

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

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.

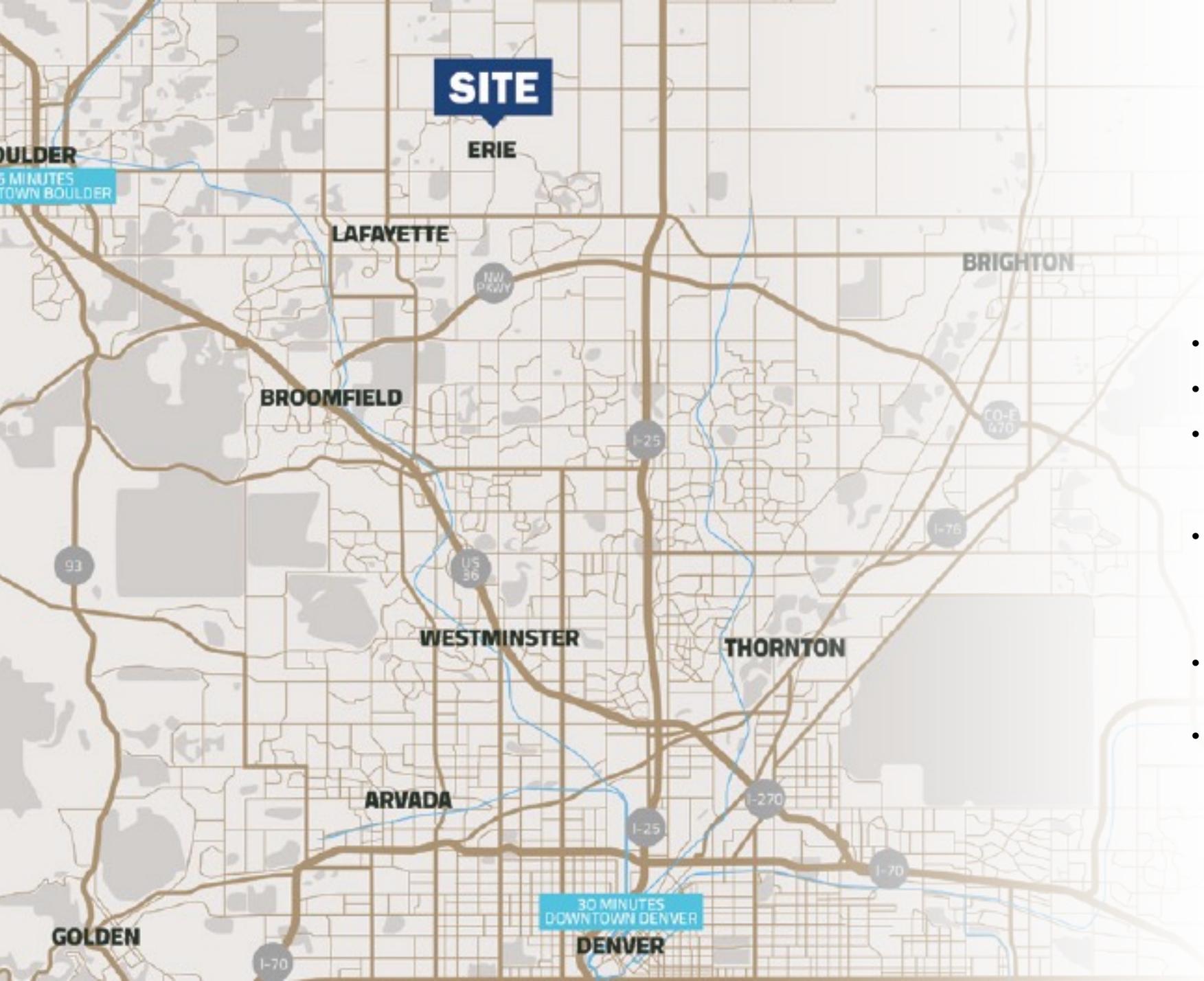


Boulder Valley Velodrome – Erie, CO



Team Colorado Cycling Private Service Agreement

- The Property
- Boulder Valley Velodrome History
- World Class Design
- Team Colorado Cycling
- Historical Velodrome Usage
- Five-year Goals
- Sponsorship, Fundraising & Partnerships
- Improvements
- Future Business Relationships
- Community Visibility and Usage
- Community Impact
- Proposed Services and Events
- Agreement Duration



The Property

- 601 Bonnell Ave., Erie, CO 80516
- 4.17 acres zoned Mixed Use
- Velodrome operation was approved as a special use and all required permits for continued operation are in place.
- Surrounded by residential developments, light commercial and industrial business, open space for drainage, a new soccer complex, and a church.
- The velodrome is the southern anchor to Erie, CO's new town center development.
- Proximity
 - 15 minutes to Downtown Boulder
 - 30 minutes to Downtown Denver
 - 35 Minutes to Denver Int Airport

Boulder Valley Velodrome History

- The Boulder Valley Velodrome (BVV) saw its first riders in the spring of 2015.
- Conceived and executed by the team of Doug Emmerson and Frank Banta. Emmerson of team 7-Eleven cycling fame and owner of University Bicycles in Boulder, CO, and Banta, lifelong cycling enthusiast and owner of Frank Banta Construction.
- Emerson and Banta own the velodrome through Boneshaker, LLC.
- At its peak, the velodrome had over 450 annual members and 250 racers weekly.
- BVV was a center for international teams desiring to train at altitude on one of the only 250M tracks.



World Class Design

- The Erie Velodrome is one of two 250-meter, Olympic size wood tracks in the USA.
- The other is in Carson, CA and will host the 2028 Olympic games.
- The Erie Velodrome is paramount to attracting new athletes to the sport of cycling and for training for our next Olympians.
- [Designed by World](#)
[Renowned Peter Junek](#)



31
YEARS
OF EXPERIENCE

14
COUNTRIES

33
TRACKS

16
UCI
HOMOLOGATIONS

16
WORLD
RECORDS
BROKEN
ON OUR TRACKS

junek
velodromes
WORLD'S FASTEST TRACKS

TEAM colorado

A blue lightning bolt graphic is positioned behind the letter 'o' in the word 'colorado'.

- Team Colorado Cycling is a CO based 501(c)(3) with the mission to foster junior amateur cycling competition and provide youth and adult cycling programs to the community to promote the health and recreational benefits that riding a bicycle provides.
- Team Colorado Cycling will assume all operations, maintenance, annual financial obligations, and liability for the velodrome.
- Team Colorado has developed and maintained strong sponsorship and industry partner ties that will bring value to the velodrome.
- Team Colorado President, Todd Stevenson, has successfully executed many community and CO based activities including Louisville Turkey Trot with an annual average attendance of 6,000+ participants, three seasons of Movies in the Park with food trucks, and a cyclocross bicycle race series in the middle of the pandemic.
- Stevenson has also owned and participated in the operations of local businesses including In Season Local Market, /por/ Wine House, and 12 Degree Brewing.

Historical Velodrome Usage & Financials

- During the four fully operational years of the BVV, annual membership averaged in the mid 200s. Usage peaked at over 450 annual members prior to ownership announcing they were seeking to sell the facility.
- Members paid \$400 annually plus an optional bike storage fee of \$125.
- The velodrome faced many large budgetary line-items including \approx \$50,000 in annual property tax.
- If run as a non-profit organization, the BVV can foster sponsorships, donations and a large volunteer base.
- The relationship between the ownership LLC and Team Colorado Cycling is to encourage the sustainability of the velodrome and support the needs of Team Colorado Cycling.
- With the Erie Service Agreement and working relationship with the ownership LLC, the BVV is cash positive in year one.



Five-year Goals



Immediate Restart (2023- 2024)

- LLC acquires property
- NP to secure major sponsorships
- Re-engage members
- Complete track repairs
- Re-start racing, training, and certification programming spring 2023
- Community fundraise for track resurfacing and observation deck
- Host regional and national teams

Near-Term Sustainability (2024 - 2026)

- Facility improvements for spectators and visitors
- Host national-level events
- Host international teams for 2024 Olympic training
- Add cycling retail and cycling performance related services
- Develop national cycling team
- Pursue commercial retail partnerships and buildout

Long-Term Growth (2027+)

- Develop and host an international event
- Host 2028 Olympics training
- Break ground on retail development
- Prepare to fund non-profit buyout of track if desired by investor LLC

Sponsorship, Fundraising & Partnerships

- Sustainability of the BVV depends on multi-year sponsorships
 - Title sponsorship to include name association - \$50K for 5 years
 - Sustainability sponsorship, i.e. materials provider, Lowes, Home Depot, Ace Hardware – \$15K in donated materials for 3 years
 - Venue sponsors - race and event sponsors – 10 @ \$5K for 3 years
 - Venue sponsors – 20 @ \$1K for 3 years
- Community Fundraising
 - Individual donations from the cycling community to fund capital improvement projects. \$60K anticipated in 2023.
- Partnership with the Town of Erie
 - Team Colorado Cycling is engaging with The Town of Erie in a Professional Services Agreement. An annual schedule of services and activities will be hosted at the BVV. The fees to host these activities will offset the annual property tax.



Improvements

The BVV needs significant improvements to the track surface prior to opening. An allocation of approximately \$40K will be needed to make the surface safe and rideable for opening. All other improvements are optional and as needed.



\$40K initial track surface repair for opening



\$5K cosmetic painting of the boards



\$50K full track resurfacing with RichLite



\$40K observation deck on south side of track



\$150K bathrooms and welcome center

Future Business Relationships

- Future structural improvements have already been approved for development by the current owners.
- There is interest from local retail, a sports performance lab, and restaurateurs to partner for a larger commercial buildout.
- The property is not limited to the existing plans submitted to the Town of Erie.

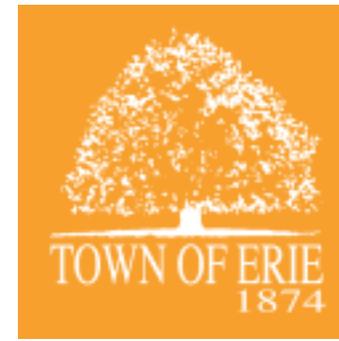


Community Visibility & Usage



- The Velodrome serves as the southern visual gateway to the future Erie Town Center and signature visual landmark to the planned round-about at Austin and County Line Road
- Within eyesight of the intersection of County Line Rd and Erie Parkway, the Velodrome is visible landmark to over 30,000 vehicles per day.
- Positioned on County Line Road, the second highest volume arterial corridor in town, the Velodrome is passed daily by over 15,000 vehicle occupants.
- A viable Velodrome destination will emphasize the importance of the investment the Town is making in the protected bike lanes on County Line Road.
- The 110-car parking lot is a possible overflow parking solution for the Aspen Ridge Preparatory K8 during off-peak times and seasons.
- The partnership with the Town of Erie will provide an additional venue to add to lifestyle experience of the community by hosting events in and around the Velodrome until the completion of the new Town Center.
- Team Colorado Cycling has already engaged with the Erie Chamber of Commerce to partner on a criterium bike race and concert on July 29th in the downtown heart of Town.

Community Impact



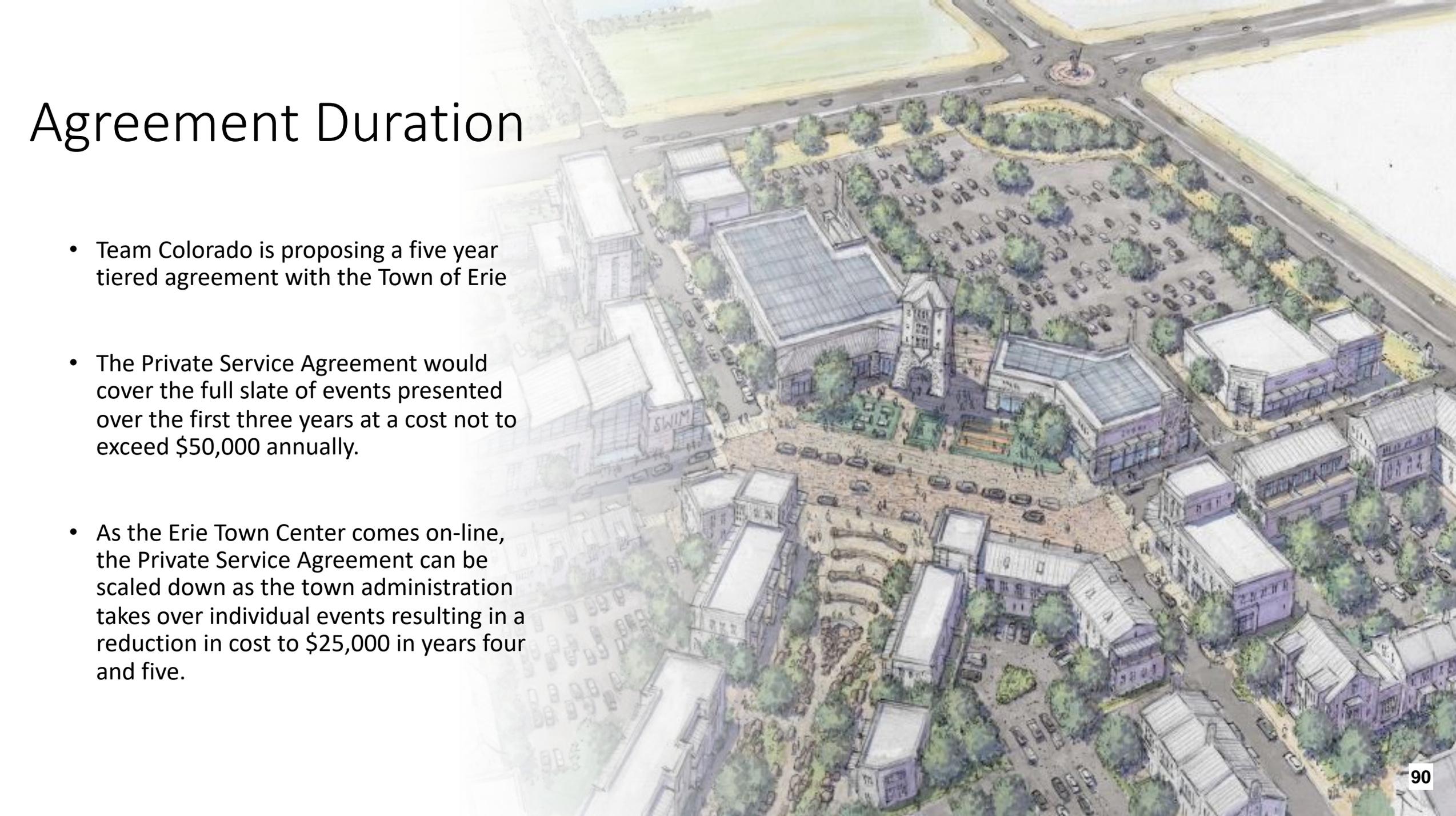
- With Erie's youth demographic percentage outpacing all of Boulder County, the Velodrome is an active recreation option this portion of the community can access and enjoy autonomously as they mature.
- Team Colorado Cycling has historically focused on promoting amateur youth cycling and racing on a national level and will continue to do so while providing cycling related experiences to the community on the track and entertainment alternatives to the citizens of Erie and the surround communities.
- With over 400 annual members near the closing of the Velodrome in 2019, the track brings hundreds of visitors to Erie from up and down the Front Range weekly.
- Three days of racing each week anticipates engaging additional families and racers from Colorado and across the United States weekly with the Town of Erie. Each day of racing is expected to attract in excess of 100 additional riders with attending families.
- Being the official Olympic and UCI sized track at 250M is a unique distinction in the track cycling world, placing it as a national and international landmark.
- Leading into the 2024 and 2028 Olympics in Los Angeles, the Velodrome will be an international draw, attracting national track cycling teams from around the world to train on one of only 250M tracks at altitude.
- Having hosted teams such as the Australian, Dutch, USA and German national teams prior to the 2020 Olympics and Worlds events, the Velodrome already has a reputation as an international host facility.
- The Erie Velodrome is paramount to attracting new athletes to the sport of cycling and for training for our next Olympians.

Service Agreement Proposed Activities and Events

- Pickleball Tournament
- Town Movie Nights
- Concert in the Velodrome
- Criterium Bicycle Race in Downtown Erie
- Free Erie Town velodrome experience days
- Food Truck Festival



Agreement Duration

An aerial architectural rendering of a town center development. The scene shows a central square with a fountain, surrounded by various buildings, including a large multi-story structure with a stone tower. There are parking lots with many cars, streets with traffic, and a large green field in the background. The rendering is detailed, showing textures of buildings, trees, and vehicles.

- Team Colorado is proposing a five year tiered agreement with the Town of Erie
- The Private Service Agreement would cover the full slate of events presented over the first three years at a cost not to exceed \$50,000 annually.
- As the Erie Town Center comes on-line, the Private Service Agreement can be scaled down as the town administration takes over individual events resulting in a reduction in cost to \$25,000 in years four and five.



Interested parties please contact
Todd Stevenson
todd_stevenson@comcast.net
720.366.1544

Team Colorado Cycling is a Colorado based 501(c)(3) with the current mission to resurrect and reopen the Boulder Valley Velodrome in Erie, CO.

I formed Team Colorado Cycling in the fall of 2019 as a national junior road cycling race team for men and women ages 15-18. Funded solely by grants and donations, we raced an average of five national level multi-day races traveling from California to Vermont and on the road for approximately 30+ days per year. Team Colorado provided logistics, race support, race entry fees, ground transportation, housing, and meals for up to fifteen junior racers at each race. During those three years we placed four riders with European teams, two with team USA, and one rider represented the United States at Junior Road Worlds.

In the fall of 2021, as the 2022 race calendar included seven-day stage races and international opportunities, I converted the team to a non-profit. I brought on two board members, David Simons and Lisa Swift, in the winter of 2022.

I am in the process of growing my board from three to five members within the next sixty days. My first addition is Erie resident Kevin Suhr. Kevin is not only a local resident but an ex-professional track cyclist and owner of an Erie business. Five potential board candidates have been identified and tentatively approved by the existing board. These individuals range from local business owners to internationally known cycling professionals.

The "Purpose" of Team Colorado is:

- (a) to foster junior amateur cycling competition;
- (b) to provide recreational facilities that will be available to the general community;
- (c) to educate youth and adults about the health and recreational benefits associated with riding a bicycle;
- (d) to lessen the burdens of government by providing a venue for community events sponsored by local government; and
- (e) do and engage in all lawful activities that further or are consistent with the preceding purposes of the Corporation.

Please do not hesitate to contact me to discuss my experience or the role of Team Colorado Cycling.

I am looking forward to working with the Town of Erie.

Todd Stevenson
720.366.1544
todd_stevenson@comcast.net

Todd Stevenson

720-366-1544 | todd_stevenson@comcast.net | Louisville, CO 80027

SUMMARY

Highly motivated, personable, responsible self-starter. I have a lengthy track record of successful project conception and execution, and a passion for the cycling industry. My work experience reflects my diverse skill set, which includes design and marketing, local government and community relations, project management, and knowledge of bikes and bike racing.

EXPERIENCE

Team Colorado, Team Director & Founder, October 2019-Current, Louisville, CO

Founded and secured funding for a national junior road cycling team based in Colorado. Responsible for all organization, logistics, and communication for a team of 25 men and women junior riders and coaching staff to attend three training camps and five national races.

BUILD Sports Performance Lab, Cycling Experience Consultant, 2020, Louisville, CO

Responsible for developing multi-day cycling experiences supporting the cycling performance, physical therapy, and recovery services offered by BUILD. Offerings range from weekend executive retreats with guest riders to packages offered to members of the local community with flexible services and group rides.

Bowl of Death Cyclocross Series, Race Director, August 2020-Current, Louisville, CO

Created, permitted, organized, and executed a successful five event cyclocross series in the middle of the pandemic. Collaborated with USA Cycling, Boulder County Public Health, the Bicycle Racing Association of Colorado, and the City of Louisville to provide a safe and exciting cycling series during the fall of 2020. The COVID race protocols that I developed were used by other race promoters and directors to permit many other races.

Louisville Turkey Trot, Owner & Race Experience Director, July 2013-Current, Louisville, CO

Co-owner of The Louisville Turkey Trot, a Thanksgiving Day 5K race with all proceeds going to Community Food Share in Louisville, CO. Responsible for planning, marketing, communications, racer experience, sponsorships, and donations. In 2022, The Louisville Turkey Trot generated over \$50,000 in cash donations to Community Food Share in Louisville, CO and thousands of pounds of food and clothing. Average annual participation is 7,000 runners.

Project Louisville, Restaurant Concept Designer, 2013-2019, Louisville, CO

Designed and executed new restaurant concepts for POWDR Corporation at Copper Mountain, CO and Snowbird, UT as well as local businesses, including 12 Degree Brewing and POR Winehouse.

Human Movement Management, Event Producer, 2014, Louisville, CO

Responsible for creation and initial concept execution of the Samuel Adams Brew & View summer tour series. Modeled after the success of Movies & Trucks in the Park in Louisville, CO, Samuel Adams Brewing requested we recreate the same experience for their brand across the USA. After successfully planning, permitting, and executing the initial concept at the Newport, Rhode Island Yacht Club, Sam Adams launched the summer series in the spring of 2014

Movies & Trucks in the Park, Co-Owner & Founder, 2014-2016, Louisville, CO

Responsible for marketing, public/city relations, permitting, and day-of customer experience for a summer event series of free outdoor movies and food trucks in Louisville's Community Park. A three-summer series consisting of six to eight movie nights per year with an average nightly attendance of over 1,000 people and six food trucks.

In Season Local Market, Owner & Founder, 2008-2012, Denver, CO

Created a small chain of grocery stores dedicated to carrying products that were grown, raised, or produced from within 250 miles of each location. The markets had a cult-like following, carrying only the cleanest and most traceable food on the Front Range.

The Preservation Group, Lead Designer, Marketing, & Property Acquisition, 2004-2007, Denver, CO

Founded property investment company to provide small modern housing alternatives consistent with the character of historic neighborhoods in NW Denver.

REI - Denver Flagship, Customer Service Manager, 2002-2004, Denver, CO

Handled all aspects of customer service for REI. Daily interaction with customers, distributors, and manufactures. Responsible for product failure evaluation as a result of my industrial design background.

EDUCATION AND TRAINING

Duke University, Bachelor of Arts in Economics, Durham NC 1997

North Carolina State University, Master of Science in Industrial and Product Design, Raleigh NC 2002

SKILLS & HOBBIES

Woodworking, welding, furniture upholstery, cycling.

Adobe Photoshop, Illustrator, and Lightbox; Microsoft suite of software.

Better than average garage bike mechanic.

Semi-competitive cyclist with Sonic Boom Racing; Fat Bike Clydesdale World Champion 2018* (*everyone else froze after 4 hours of racing); completed Leadville 100 Mountain Bike Race.

Skied all 31 ski hills/resorts in Colorado in a season with my kids.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-252, **Version:** 1

SUBJECT:

A Resolution of the Board of Trustees of the Town of Erie Approving an Intergovernmental Agreement with the City of Lafayette Concerning the 111th and Arapahoe Road Intersection Safety Improvement Project

DEPARTMENT: Public Works

PRESENTER(S): Todd Fessenden, Public Works Director
David Pasic, Town Engineer

POLICY ISSUES:

This is a standard IGA, there are no policy issues. Staff has determined the two key provisions in the IGA as described in the report are acceptable.

STAFF RECOMMENDATION:

Approve the Resolution approving said agreement, authorize the appropriate Town of Erie officer to execute said agreement, authorize staff to administer the agreement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie staff is working with the City of Lafayette staff to improve the safety at the intersection of 111th Street and Arapahoe Road. The intersection is located within the boundaries of both the Town of Erie and the City of Lafayette. *See the attached Vicinity Map.*

The Intergovernmental Agreement (IGA) with the City documents the terms and conditions for cost sharing between the City and the Town for the design and construction of intersection improvements, and the reimbursement to Erie for the City's share of costs. Three corners of the intersection are located in Erie's jurisdiction and the remaining corner is located in Lafayette's jurisdiction. For that reason, the IGA proposes a 75% Erie/25% Lafayette cost share. The basis for the City's share to be reimbursed to Erie is based on an original budgeted amount of \$12,500 for Design which may be increased as outlined in the IGA and 25% of the construction costs. Based on current cost estimates the cost sharing is as follows:

Cost Type	Estimated Cost	Erie Share	Lafayette Share
Design	\$ 96,063	\$ 83,863	\$12,500
Construction	<u>\$292,000</u>	\$219,000	\$73,000
Total Project	\$388,063		

The IGA includes several key provisions:

- Lafayette’s share of design costs is limited to \$12,500, however, if the actual design costs exceeds the estimated cost of \$96,063, the IGA as proposed authorizes the Erie Town Administrator and Lafayette City Administrator to approve additional funds toward the design without modifying the IGA.
- Lafayette’s share of construction costs is limited to \$73,000, however, if the estimated construction costs at the completion of final design, or the addition of approved construction change orders results in exceeding the estimate of \$292,000, the City’s contribution to the project would only increase if approved by the Lafayette City Council in an amendment to the IGA.

At the Oct. 25, 2022, Board meeting, the Town Board approved a Professional Services Agreement with Consor North America, Inc. for the Design of 111th Street and Arapahoe Road Intersection Improvements project. Currently, the project is progressing through conceptual design where the physical constraints, vehicle movements and pedestrian safety features are prioritized. The final design is targeted to be completed in July 2023 with construction to begin in September 2023.

On April 18, 2023, the City of Lafayette Council adopted “Resolution No. 2023-05/Intergovernmental Agreement/111th and Arapahoe Road Cost Sharing with the Town of Erie”. The City has executed the attached Intergovernmental Agreement.

Staff recommends approval of the proposed Intergovernmental Agreement with the City of Lafayette, Colorado for the cost sharing and reimbursement to Erie for City’s share of costs.

Board Priority(s) Addressed:

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

Attachment(s):

1. Resolution
2. IGA
3. Vicinity Map

**Town of Erie
Resolution No. 23-056**

**A Resolution of the Board of Trustees of the Town of Erie
Approving an Intergovernmental Agreement with the City of
Lafayette Concerning the 111th and Arapahoe Road Intersection
Safety Improvement Project**

Whereas, the Board of Trustees finds that it is in the best interest of the Town and the public health, safety and welfare to enter into an Intergovernmental Agreement with the City of Lafayette for cost sharing in the design and construction of the 111th Street and Arapahoe Road Safety Improvements Project.

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

Section 1. The Intergovernmental Agreement with the City of Lafayette 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 Intergovernmental Agreement on behalf of the Town.

Adopted this 9th day of May, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Intergovernmental Agreement

This Intergovernmental Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and the City of Lafayette, a Colorado home rule municipality with an address of 1290 S. Public Road, Lafayette, CO 80026 (the "City") (each a "Party" and collectively the "Parties").

Whereas, intergovernmental agreements between political subdivisions to provide functions and services including the sharing of costs of such services or functions are specifically authorized by C.R.S. § 29-1-203(1);

Whereas, the Parties desire to complete a plan and initial design (the "Design Phase") for improvements to the intersection of North 111th Street and Arapahoe Road, which is on the shared boundary of the Parties' jurisdictions, and to arrange for construction of the improvements (the "Construction Phase");

Whereas, the Design Phase and the Construction Phase together constitute the "Project", which shall consist of design and construction to improve the intersection of North 111th Street and Arapahoe Road with new left turn lanes, traffic signal pole relocation, and traffic signal timing, and optional items including improved pedestrian access, and storm drain construction; and

Whereas, the Parties desire to confirm their intent to undertake the Project, to identify the Parties' responsibilities with respect to the design and construction of the Project, and to set forth the allocation of costs and cost sharing for the Project.

Now, therefore, in consideration of the foregoing recitals, and the following terms and conditions, the Parties hereby agree as follows:

1. Responsibilities of the Town.

a. *Design Phase.* The Town will oversee the completion of the design phase of the Project, and will be the lead agency with respect to contracting and communicating with design consultants. The Town will advise the City of the timeline for the Design Phase, will provide the City a copy of Town's agreement with the consultant engaged to complete the design, will provide updates of progress on the Design Phase upon request, and will provide the City copies of all design drawings, plans and other materials prepared by the consultant for the Design Phase. The City's Public Works Director or designee must provide written approval of the conceptual design plans before the consultant may proceed with final design plans. The City's Public Works Director or designee must provide written approval of the final design plans and the construction cost estimate before the Town advertises the Project for construction.

b. *Construction Phase.* The Town, in consultation with the design consultant, will advertise the Project for construction, and will contract with the responsible low-bid contractor. The Town will be responsible to oversee the completion of the construction of the Project including without limitation new left turn lanes, traffic signal pole relocation, traffic signal timing, improved pedestrian access, and storm drain construction, to ensure compliance with the design plans approved by the Parties, and shall be solely responsible for all contracting, supervisory and administrative matters related to the completion of the Construction Phase of the Project. The Town shall ensure the Project construction is completed no later than May 27, 2024. The foregoing notwithstanding, the Town shall advise the City when construction has reached substantial completion or is otherwise ready for final payment, whichever is earlier, so that the City may promptly inspect all Project improvements located within the City's jurisdiction, and, further, the Town agrees that no certificate of substantial completion or initial acceptance shall be issued and final payment shall not be made to the contractor until the City has inspected and provided the Town with written approval of all Project improvements within the City's jurisdiction.

2. Project Costs.

a. The Parties have estimated the Design Phase to cost \$96,063.00 and the Construction Phase to cost \$292,000.00, for a total Project cost of \$ 388,063.00. The Parties agree to share the design and construction costs as follows:

i. The City shall be responsible for 25% of the design costs or \$12,500, whichever is less, and the Town shall be responsible for the remainder of the design costs, provided, however, that if the Lafayette City Council appropriates additional funds for the Project design in the current or future fiscal years, the City Administrator and the Town Administrator are hereby authorized by their respective governing bodies to execute an amendment to this Agreement to increase the City's responsibility for design costs to up to the City's total appropriated amount for design costs or 25% of the design costs, whichever is less.

ii. The City shall be responsible for 25% of the construction costs or \$73,000, whichever is less, and the Town shall be responsible for the remainder of the construction costs.

b. Design costs shall include funding the design and construction support services consultant through the end of construction, including: bid support including response to bidder questions, addendum preparation, bid evaluation, and issued for construction documents; construction support including without limitation providing engineering, construction inspection, and construction materials testing services during construction, and the completion of as-built drawings during and after completion of construction.

c. Construction costs shall include the cost of the construction contract to be awarded by the Town, as may be modified by construction change orders.

3. Reimbursement of Design Costs. Upon execution of this Agreement, the City will make a payment of \$12,500.00 to the Town to serve as an initial deposit towards the City's share of the design costs. The Town shall send the City an invoice for the design costs incurred by the Town, including copies of invoices and pay applications received from the design consultant. The Town's invoices shall include the amount of the City's deposit applied towards the design costs and the remaining balance of the City's deposit until the City's deposit is drawn down to \$0.00. Thereafter, the City agrees to reimburse the Town for the City's portion of the design costs within 30 days of receipt of each invoice up to, but not exceeding, the City's total responsibility for design costs set forth in Section 2.a.i. The Parties agree that no design costs in excess of the estimate for Design Phase cost set forth in Section 2.a. shall be incurred for the Project without prior written approval of both Parties.

4. Reimbursement of Construction Costs. The Town shall send the City an invoice for construction costs incurred by the Town, including copies of invoices and pay applications received from the contractor. The City agrees to reimburse the Town for the City's portion of the construction costs within 30 days of receipt of each invoice up to, but not exceeding, the City's total responsibility for construction costs set forth in Section 2.a.ii. The Parties agree that no construction costs in excess of the estimate for Construction Phase cost set forth in Section 2.a. shall be incurred for the Project without prior written approval of both Parties.

5. Term. This Agreement shall remain in effect through completion of the Project, unless terminated sooner upon mutual, written agreement by the Parties.

6. Insurance. Each Party shall provide its own insurance coverage for claims arising from this Agreement.

7. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned by either Party in whole or in part without the prior written consent of the other Party.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be in Boulder County, Colorado.

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

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

e. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have

under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

f. *Integration.* This Agreement, together with all exhibits attached hereto (if any), constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

g. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either Party not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of either Party hereunder 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, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

City of Lafayette, Colorado

DocuSigned by:


297EC1E1527C47B...
Jaideep Mangat, Mayor

Attest:

DocuSigned by:


7A853D74AAC8447...
Lynnette Beck, City Clerk

ATTACHMENT 3 - VICINITY MAP

US 287

Arapahoe Road

**Arapahoe Road and
111th Street Intersection**

111th Street





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-187, **Version:** 1

Subject:

A Resolution of the Board of Trustees of the Town of Erie Approving the First Amendment to Cooperation Agreement with the Town of Erie Urban Renewal Authority

Department: Economic Development

Presenter(s): Julian Jacquin, Economic Development Director
Stefanie Furman, Finance Director

STAFF RECOMMENDATION:

Approve the Amendment to the Cooperation Agreement between the Town of Erie and the Town of Erie Urban Renewal Authority.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

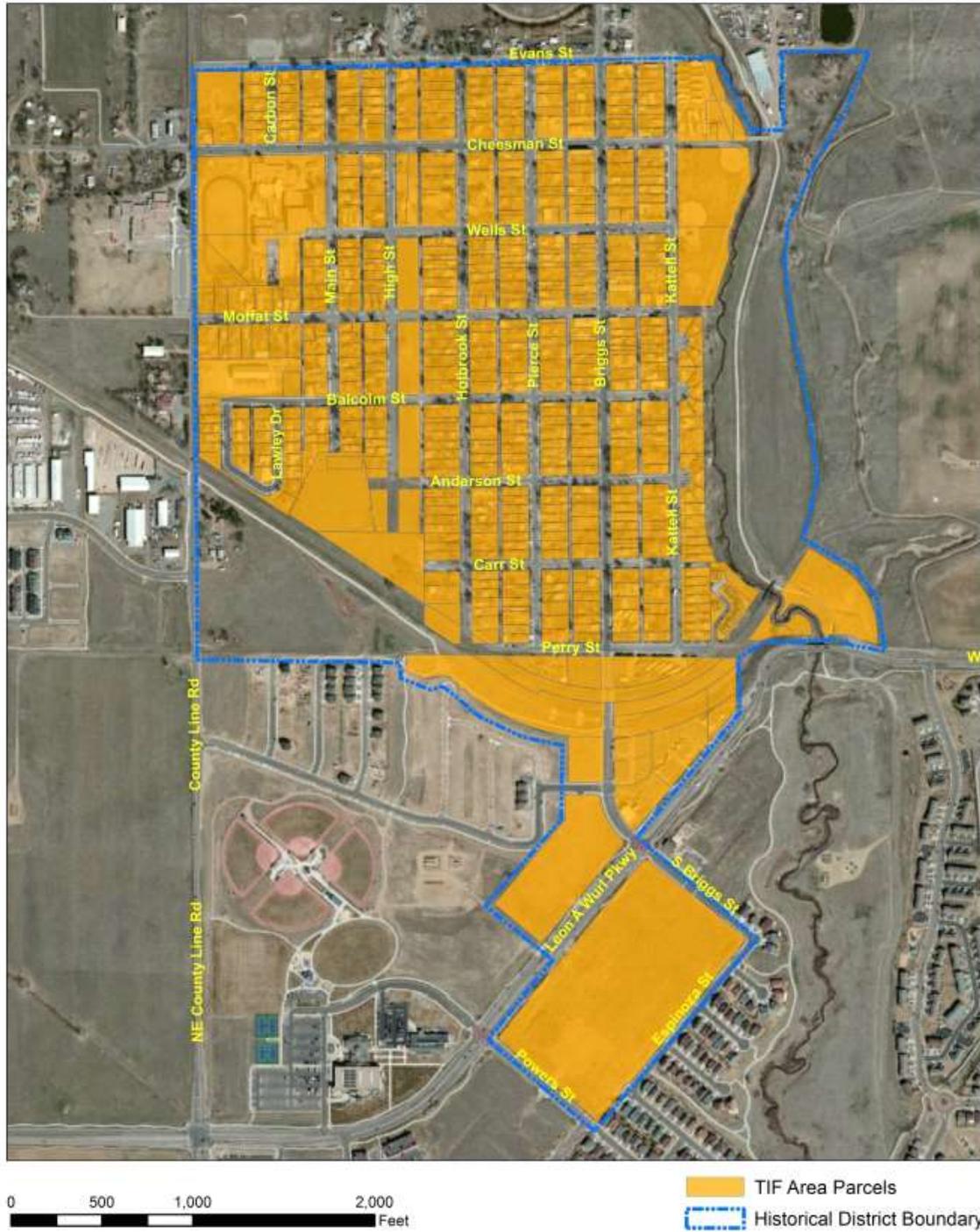
The current Cooperation Agreement was adopted on March 10, 2020, and formalizes the fiduciary obligations of the Town of Erie Urban Renewal Authority (TOEURA) to the Town of Erie for any advances of funding or loans to TOEURA.

The Historic Old Town URA (HOTURA) Plan Area, adopted by the Board of Trustees on Nov. 10, 2013, explicitly instructs TOEURA to capture both property tax increment and municipal sales tax increment revenue (TIF) within the Tax Increment Area. The Tax Increment Area was established in Appendix II of the URA Plan. It includes the commercial and residential parcels within the Plan area (see *Figure 2*, below).

Within the Plan Area, the "base level" is that portion of the municipal sales tax revenue, and the property tax revenue produced by the levy for each public body (Town, County, School District, Special District) on the taxable property valuation in the Tax Increment Area last certified *prior to the effective date of the URA Plan*. That base level of tax revenue continues to go to each taxing body.

TIF is the incremental tax revenue above that base level that occurs after the effective date of the URA Plan. The URA plan directs TOEURA to allocate TIF to *"the tax increment revenue fund to pay the principal of, the interest on, and any other premiums due in connection with the bonds of, loans or advances to indebtedness incurred by, whether funded, refunded, assumed, or otherwise, [TOEURA] for financing or refinancing, in whole or in part, the Urban Renewal Project"*. TOEURA is authorized to expend TIF revenue to finance the Urban Renewal Project (in this case various public improvements and incentives in Downtown) and for expenses associated with administering the URA Plan.

Figure No. 2: Tax Increment Financing Area No. 1



TIF Sales Tax Increment

For reasons current Town staff could not determine, after the Board of Trustees approved the HOTURA in 2013, the Town did not start transferring sales tax TIF to the URA TIF revenue fund (controlled by the TOEURA). Instead, all municipal sales tax generated within the HOTURA, except for \$133,535, which was transferred to TOEURA to fund existing sales tax incentive agreements, was allocated to the Town General Fund as unrestricted revenue. This resulted in TOEURA receiving significantly less TIF revenue over the last 10 years than it would have had the Town transferred all TIF sales tax increment generated within the HOTURA to the TOEURA since the Board adopted the HOTURA in 2013.

Once Finance staff discovered this, they estimated the municipal sales tax revenue generated by businesses within the HOTURA TIF area boundary since 2013. This estimate indicates the **General Fund should have transferred approximately \$1.2 million in TIF sales tax increment to TOEURA over the past 10 years.** The table below illustrates this calculation.

Town of Erie Urban Renewal Authority Historic Old Town Sales Tax Generated											
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total
Historic Old Town Sales Tax	\$68,885	65,306	128,033	181,527	192,060	202,793	215,684	221,796	335,567	369,003	1,971,007
Inflation Rate	1.7%	1.8%	2.2%	1.8%	2.2%	2.4%	2.4%	1.7%	3.6%	5.2%	
TIF Tax Base	\$ 59,856	60,932	62,272	63,294	64,780	66,214	67,340	69,764	74,090		
URA Increment	\$ 5,450	67,100	119,753	129,566	138,004	149,170	154,154	156,265	163,294	171,324	
Total URA TIF Increment from Inception through 2022	\$1,024,002										
Total Transfers from General Fund to URA (2013-2022)	\$(133,535)										
Net amount due from General Fund to URA	\$890,467										

URA Expenditures

Since the HOTURA was established in 2013, TOEURA has expended funds from the URA account to pay for various services and improvements within the HOTURA. TOEURA provided funding to support new development and redevelopment projects, anticipating those funds would be recouped after TIF increment is generated, paid, and allocated to the HOTURA account. TOEURA's programs and projects have included the Downtown Revitalization Incentive Grant program, providing matching grants to support façade renovations, supporting business expansions, and funding new capital improvements in Downtown Erie within the HOTURA. Apart from the bond-funded capital improvements, each of these programs was funded through TOEURA by advancing funds from the Town General Fund as a loan, to be repaid when the URA balance was sufficient to repay the General Fund. In the last 10 years, TOEURA has paid out more than it received in TIF increment. Consequently, the HOTURA has a negative fund balance.

The Finance Department's accounting of HOTURA expenditures and advances from the Town General Fund from 2013 to 2022 indicates the **HOTURA account has expended approximately \$1.1 million more than revenues allocated to the account. This amount is reflected as**

negative fund balance for the HOTURA and represents the amount due to the General Fund as of Dec. 31, 2022. As staff has discussed with the Board of Trustees and the TOEURA previously, this negative fund balance will be repaid with future TIF increment, after costs for public improvement development projects in the URA are paid, and reimbursement obligations for incentive projects are paid in full. However, if TOEURA had been receiving TIF sales tax increment since 2013, the HOTURA fund balance would be net positive \$100,000 (\$1.2 million - \$1.1m). The table below shows revenues, expenditures, and fund balances for 2022.

Town of Erie Urban Renewal Authority
Historic Old Town
2022 Financial Information (Unaudited)

	Restricted (Bond Related)	Unrestricted (General Fund Loan)	Total
Beginning Fund Balance	\$ 3,925,755	\$ (722,465)	\$ 3,203,290
Revenues	64,507	237,673	302,179
Expenditures	165,025	583,523	748,548
Ending Fund Balance	\$ 3,825,237	\$ (1,068,315)	\$ 2,756,922

As of Dec. 31, 2022, the Historic Old Town URA owes the General Fund \$1,068,315

Projected Future TIF Revenue

In 2021 and 2022, businesses within the TIF area boundary generated approximately \$265,800 and \$294,900 in TIF sales tax increment, respectively, more than the base amount. Based on that recent history, Town staff expects the HOTURA to continue generating at least \$300,000 in annual TIF sales tax increment, for the 15 years remaining on the 25-year TIF clock (the HOTURA expires in 2038). This amount will likely increase as additional development and redevelopment occurs, and additional sales tax generating businesses locate and expand in this TIF area.

Recommendation

The TOEURA discussed this issue in detail during the April 4, 2023, TOEURA meeting, and the Authority voted to continue the issue to its next meeting to **have legal review and incorporate three changes** to the proposed First Amendment to the Cooperation Agreement as follows:

1. Town forgiving the full indebtedness owed by HOTURA to the General Fund, as of December 31, 2022 as reported in the final audited financial statements, **instead** of the estimated unaudited amount of approximately \$1.1 million.
2. Town transferring the net difference of approximately \$100,000 in TIF sales tax increment owed to HOTURA by the General Fund, in addition to forgiving the full indebtedness owed by HOTURA (to reflect the approximately \$1.2 million in sales tax owed by General Fund minus

the \$1.1 million indebtedness owed by HOTURA).

3. Removing the provision in the draft First Amendment to Cooperation Agreement that said TOEURA relinquishes any and all claims to municipal sales tax increment not allocated to HOTURA as of December 31, 2022.

Adopting these changes will establish an accurate balance in the HOTURA account to reflect sales tax TIF the Town should have transferred to the URA TIF revenue fund beginning in 2013 while also reflecting the value of General Fund advances made to HOTURA account since that time. TOEURA will begin capturing all TIF sales tax increment in the TIF area boundary of the HOTURA, effective Jan. 1, 2023. Staff estimates this will amount to approximately \$300,000 in 2023. This will provide new revenue to HOTURA to complete new projects and improvements within the TIF area boundary.

Fiscal Impact: Approximately \$100,000 net increase in funds available to the HOTURA for projects eligible for TIF funding and a net decrease of approximately \$100,000 to the General Fund. TOEURA begins capturing approximately \$300,000 annually in new TIF sales tax increment, effective Jan. 1, 2023.

Board Priority(s) Addressed:

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

Attachment(s):

1. Resolution 23-039
2. First Amendment to Cooperation Agreement
3. 2020 Cooperation Agreement
4. Historic Old Town Erie Urban Renewal Plan

**Town of Erie
Resolution No. 23-039**

**A Resolution of the Board of Trustees of the Town of Erie
Approving the First Amendment to Cooperation Agreement with
the Town of Erie Urban Renewal Authority**

Whereas, on March 10, 2020, the Town and the Town of Erie Urban Renewal Authority (the "Authority") entered into a Cooperation Agreement (the "Original Cooperation Agreement"); and

Whereas, the Town and the Authority wish to amend the Original Cooperation Agreement regarding operating funds, support services, and general oversight of the Authority.

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

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

Adopted this 9th day of May, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

First Amendment to Cooperation Agreement

This First Amendment to Cooperation Agreement (the "First Amendment") is made as of _____, 2023 (the "Effective Date"), by and between the Town of Erie, Colorado (the "Town") and the Town of Erie Urban Renewal Authority (the "Authority") (each a "Party" and collectively the "Parties").

Whereas, the Town is a statutory municipality duly organized and existing pursuant to the applicable laws of the State of Colorado and the ordinances of the Town;

Whereas, the Authority is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act");

Whereas, C.R.S. § 31-25-112 of the Act and § 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements; and

Whereas, the Parties entered into a Cooperation Agreement dated March 10, 2020 (the "Original Cooperation Agreement"), and the Parties desire to enter into this First Amendment updating the Parties' understanding regarding operating funds, support services, and general oversight of the Authority to be provided by the Town to the Authority and related matters.

Now Therefore, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. Section 5 of the Original Cooperation Agreement is amended to read as follows:

5. Loan Agreement/Advance of Property Tax Revenues. The Town hereby agrees to forgive the full indebtedness owed by the Authority to the Town as of December 31, 2022, in the amount reported in the final audited financial statements. Any such advances made by the Town on or after January 1, 2023 are and shall continue to be an Obligation of the Authority within the meaning of the Original Cooperation Agreement and this First Amendment, and within the meaning of C.R.S. § 31-25-109. Due to the benefits gained by the Town from the projects in any urban renewal area designated in an adopted urban renewal plan, no interest will be due on the amounts advanced to the Authority by the Town. The Parties acknowledge and agree that such forgiveness reimburses the Authority for that municipal sales tax increment that prior to December 31, 2022 could have been paid into the special fund of the Authority pursuant to C.R.S. § 31-25-107(9)(a)(II), but was not allocated to the Authority since the adoption of the Historic Old Town Urban Renewal Plan, adopted on November 10, 2013.

2. The Original Cooperation Agreement is amended by the addition of the following new Section 5.5:

5.5. Effective January 1, 2023, the Town hereby pledges in accordance with the Historic Old Town Urban Renewal Plan to the Authority the municipal sales tax increment as defined by C.R.S. § 31-25-107(9)(a)(II). Such pledge of the municipal sales tax increment shall be that increment generated from the Town's three and one-half percent (3.5%) sales tax, such sales tax increment to be deposited into the special fund of the Authority in accordance with C.R.S. § 31-25-107(9)(a). The municipal sales tax base shall be calculated in accordance with C.R.S. § 31-25-107(9)(a)(I).

3. This First Amendment and the Original Cooperation Agreement constitute the entire agreement between the Parties pertaining to the subject matter hereof. The Parties hereby ratify the Original Cooperation Agreement except as amended by this First Amendment, and no addition to or modification of this First Amendment and the Original Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

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

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Town of Erie Urban Renewal Authority

Justin Brooks, Chair

Attest:

Debbie Stamp, Town Clerk

TOWN OF ERIE URBAN RENEWAL AUTHORITY
RESOLUTION NO. 20-04

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN
OF ERIE URBAN RENEWAL AUTHORITY APPROVING THE
COOPERATION AGREEMENT BETWEEN THE TOWN OF ERIE AND
THE TOWN OF ERIE URBAN RENEWAL AUTHORITY

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF
COMMISSIONERS OF THE TOWN OF ERIE URBAN RENEWAL AUTHORITY:

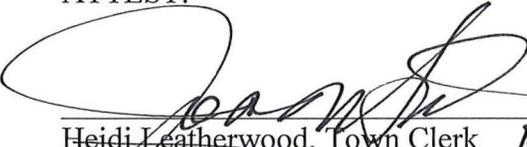
Section 1. The Cooperation Agreement between the Town of Erie and the Town of
Erie Urban Renewal Authority, attached hereto as **Exhibit A** and incorporated herein by this
reference (the "Cooperation Agreement"), is hereby approved and the Chair is authorized to
execute the Cooperation Agreement on behalf of the Town of Erie Urban Renewal Authority.

ADOPTED this 10th day of March, 2020.



Jennifer Carroll, Chair

ATTEST:



Heidi Leatherwood, Town Clerk

Joanne Sulser



COOPERATION AGREEMENT

This Agreement (the "Cooperation Agreement") is made as of 10th day of March 2020, by and between the TOWN OF ERIE, COLORADO (the "Town") and the TOWN OF ERIE URBAN RENEWAL AUTHORITY (the "Authority"). The Town and the Authority are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

A. The Town is a statutory municipal corporation duly organized and existing pursuant to the applicable laws of the State of Colorado and the ordinances of the Town.

B. The Authority is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act").

C. C.R.S. § 31-25-112 of the Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements, and the Parties desire to enter into this Cooperation Agreement respecting operating funds, support services, and general oversight of the Authority to be provided by the Town to the Authority and related matters.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. Advance of Operating Funds by the Town. The Town may annually advance to the Authority an amount of operating funds ("Operating Funds") to be determined by appropriation by the Board of Trustees of the Town. Operating Funds shall be used by the Authority for operating, administrative, consulting and other costs incurred by the Authority in accordance with the Act, including without limitation the costs and expenses of Support Services described in Section 2, below. Operating Funds shall be paid directly to the Authority to be used in accordance with the Act, and this Cooperation Agreement.

2. Support Services. The Town agrees to provide administrative and other support services ("Support Services") to the Authority in connection with its operations. The Town Administrator shall serve as Executive Director of the Authority as provided in the Act, and shall have discretion to employ those Town staff members as may be required to carry out the duties and operations of the Authority. Support Services may include without limitation planning, financing and accounting, engineering, and administrative and outside consulting services.

3. Authority Budget. The Authority shall adopt a budget (the "Authority Budget") for each fiscal year (which shall be the calendar year) and, by September 1 of each year, shall provide a copy of the budget to the Town for review. The Authority Budget shall contain a statement of sources and uses of all funds that are available or that the Authority reasonably expects to become available to Authority to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the Authority shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its

Operating Funds and payment for Support Services as such revenue becomes available to the Authority. Such revenue shall include without limitation tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan previously approved or approved in the future by the Board of Trustees of the Town.

4. Reimbursement for Operating Funds and Support Services. The Parties shall establish a procedure for documenting the reasonable costs and expenses (the "Costs and Expenses") related to the Operating Funds and Support Services provided by the Town. The Costs and Expenses shall constitute an indebtedness of the Authority to be repaid to the Town from sources of revenue available under the Act as such revenue becomes available to the Authority. Such revenue shall include without limitation tax allocation or tax increment revenues that may become available pursuant to an urban renewal plan approved by the Board of Trustees of the Town.

5. Loan Agreement/Advance of Property Tax Revenues. In addition to the obligations of the Authority for Operating Funds and Support Services, the Town hereby agrees to loan the amount of _____ based on a reasonable projection of Property Tax Revenues from the Historic Old Town Urban Renewal Plan Area. Such amounts shall be paid directly to the Authority by the Town, and shall be disbursed by the Authority consistent with the Act as it deems prudent and necessary for such purposes. Any amounts so advanced by the Town are and shall continue to be an Obligation of the Authority within the meaning of this Cooperation Agreement, and within the meaning of C.R.S. § 31-25-109. Such amounts advanced shall be payable to the Town from future Property Tax Revenues, subject to an annual appropriation by the Board of Commissioners of the Authority. Due to the benefits gained by the Town from the projects in any urban renewal area designated in an adopted urban renewal plan, no interest will be due on the amounts advanced to the Authority by the Town.

6. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the urban renewal plans approved by the Board of Trustees. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of such urban renewal plans and the Act. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party in connection with such activities and undertakings.

7. No Third-Party Beneficiaries. Neither the Town nor the Authority shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto.

8. Severability. In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

9. Binding Effect. This Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.

10. Town and Authority Separate. Nothing in this Cooperation Agreement shall be interpreted in any manner as constituting the Town or its officials, representatives, consultants, or employees as the agents of the Authority, or the Authority or its officials, representatives, consultants, or employees as the agents of the Town. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The Authority shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

11. Assignment. This Cooperation Agreement shall not be assigned.

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

13. Headings. Section headings in this Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

14. Additional or Supplemental Agreements; Organizational Matters. The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Cooperation Agreement.

15. Entire Agreement; Amendment. This Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

TOWN OF ERIE, COLORADO

Jennifer Carroll
Jennifer Carroll, Mayor

ATTEST:

Joanne Salsar
Joanne Salsar, Deputy Town Clerk

The seal is circular with a double-line border. The outer ring contains the text "TOWN OF ERIE" at the top and "COLORADO" at the bottom, separated by a small star at the bottom center. Inside the ring, the word "CORPORATE" is written in a smaller arc at the top, and "SEAL" is written in a larger arc at the bottom.

**TOWN OF ERIE URBAN RENEWAL
AUTHORITY**

By Jennifer Carroll
Jennifer Carroll, Chairperson

ATTEST:

Joanne Salsar

The seal is identical to the one above, featuring a circular design with "TOWN OF ERIE" and "COLORADO" around the perimeter, "CORPORATE" and "SEAL" in the center, and a star at the bottom.



Historic Old Town Erie Urban Renewal Plan

Town of Erie, Colorado

November 2013

Prepared for:

Town of Erie Urban Renewal Authority
Town of Erie Board of Trustees

Prepared by:

Ricker|Cunningham
8200 South Quebec Street, Suite A3-104
Centennial, CO 80112

303.458.5800 phone
303.458.5420 fax

www.rickercunningham.com

Historic Old Town Erie

Urban Renewal Plan

Town of Erie, Colorado

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Historic Old Town Erie

Urban Renewal Plan

Town of Erie, Colorado

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Historic Old Town Erie

Urban Renewal Plan

Town of Erie, Colorado

1.0 Introduction

1.1 Preface

This *Historic Old Town Erie Urban Renewal Plan* (the “**Plan**”) has been prepared by the Town of Erie Urban Renewal Authority (the “**Authority**”) for the Town of Erie (the “**Town**”). It will be carried out by the Authority, pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (the “**Act**”). The administration and implementation of this Plan, including the preparation and execution of any documents implementing it, shall be performed by the Authority.

1.2 Blight Findings

Under the Act, an urban renewal area is a blighted area, which has been designated as appropriate for an urban renewal project. In each urban renewal area, conditions of blight, as defined by the Act, must be present, and in order for the Authority to exercise its powers, the Board of Trustees (the “**Board of Trustees**”) must find that the presence of those conditions of blight, “substantially impairs or arrests the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare.”

The Town of Erie Area Conditions Survey, prepared by RickerCunningham, dated February, 2012 and which is attached hereto as **Attachment 1** (the “**Survey**”), demonstrates that the Survey Area (the “**Survey Area**”), generally defined as “Superblock No. 5” in the Survey and the Historic Old Town Erie

Urban Renewal Area (the “Area”) here, qualifies as a blighted area under the Act.

1.3 Other Findings

Based on the findings of the Survey, the Area is appropriate for one or more urban renewal activities and undertakings authorized by the Act to be advanced by the Authority. It is the intent of the Board of Trustees in adopting this Plan that the Authority exercise those powers authorized in the Act which are necessary, convenient or appropriate to accomplish the objectives stated herein, with the exception of eminent domain. Further, it is the intent of this Plan that the Authority exercise all such powers as may now be possessed or hereafter granted for the elimination of qualifying conditions in the Area, excluding the above referenced exception.

As explained in the Act, the powers conferred are for public uses and purposes for which public money may be expended. Additionally, the Plan is in the public interest and necessity -- such finding being a matter of legislative determination by the Board of Trustees.

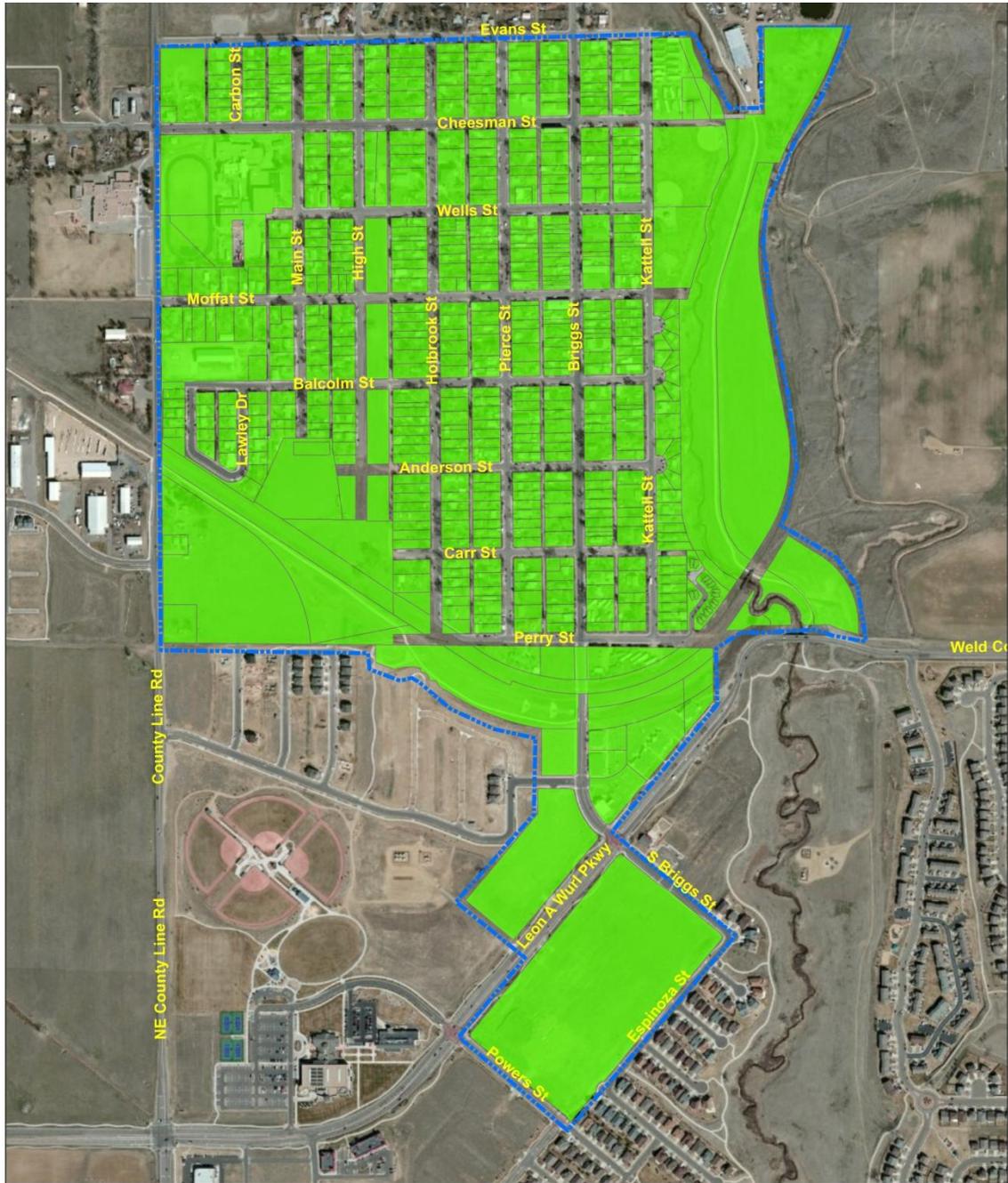
1.4 Urban Renewal Area Boundaries

The Area includes all properties within the Town limits as delineated in **Figure No. 1** and described in the legal description presented in the Appendix. The boundaries of the Area include approximately 319 acres of land generally defined to include 570 legal parcels and adjacent rights-of-way. Geographically, it is generally situated in the southeast quadrant of Evans Street and County Line Road, west of Coal Creek and mostly north of Perry Street, as illustrated in **Figure No. 1**. In case of conflict, Figure No. 1 shall control.

1.4.1 Map of the Urban Renewal Area (Figure No. 1)

The Area map is presented as **Figure No. 1** on the following page.

Figure No. 1: Historic Old Town Erie Urban Renewal Area



- Historical Downtown Study Area Parcels
- Historical District Boundary

2.0 Definitions

Act – means the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended.

Area – means the Historic Old Town Erie Urban Renewal Area and Historic Old Town Erie Urban Renewal Plan Area as depicted in Figure No. 1 and legally described in Appendix II.

Authority – means the Town of Erie Urban Renewal Authority.

Town Board of Trustees – means the Town Board of Trustees of the Town of Erie.

Comprehensive Plan – the *Town of Erie Comprehensive Plan* adopted 2005.

Cooperation Agreement – means any agreement between the Authority and Town, or any public body (the term “public body” being used in this Plan as defined by the Act) respecting action to be taken pursuant to any of the powers set forth in the Act or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by the Authority under this Plan.

C.R.S. – means the Colorado Revised Statutes, as amended from time to time.

Impact Report – means the Historic Old Town Erie Weld County Impact Report prepared by Ricker|Cunningham, dated October, 2013, attached hereto as Attachment 2 and incorporated herein by this reference.

Improvement District – means a special district created to make improvements, typically to public space infrastructure, in a given area.

Municipal Sales Tax Increment Revenue - means the municipal sales tax increment revenue allocated to the Authority as defined in Section 7.3.3 of this Plan.

Plan – means this Historic Old Town Erie Urban Renewal Plan.

Redevelopment / Development Agreement – means one or more agreements between the Authority and developer(s) and / or property owners or such other individuals or entities as may be determined by the Authority to be necessary or desirable to carry out the purposes of this Plan.

Survey – means the Town of Erie Area Conditions Survey, prepared by Ricker/Cunningham, dated February, 2012, attached hereto as Attachment 1 and incorporated herein by this reference.

Survey Area – means the geographic territory defined for the Survey, the boundaries of which are larger than the Area boundaries.

Tax Increment Area – means a portion of the Area designated as a Property and Sales Tax Increment Area, as defined and pursuant to the procedures set forth in Section 7.3 of this Plan.

Tax Increment Financing (TIF) – means the net new tax revenue generated within the Area after adoption of the Plan and certification of the base.

Tax Increment Revenue – means the property tax increment revenue allocated to the Authority by the Act as defined in Section 7.3.3 of this Plan.

Urban Renewal Project – means any work or undertaking carried out under the Act.

3.0 Purpose of the Plan

The purpose of this Plan is to reduce, eliminate and prevent the spread of blight within the Area by stimulating growth and investment within its boundaries. To accomplish this purpose, the Plan is intended to promote local objectives expressed in adopted community plans with respect to appropriate land uses, private investment, and public improvements, provided that the delineation of such objectives shall not be construed to require that any particular project necessarily promote all such objectives. Specifically, the Plan seeks to advance the vision and priorities of the Town of Erie Comprehensive Plan (the “**Comprehensive Plan**”).

While the principal goal of the urban renewal effort, as required by the Act, is to afford maximum opportunity, consistent with the sound needs of the Town as a whole, to develop and rehabilitate the Area by private enterprise, it is not intended to replace the efforts of area business development or marketing organizations. The development of properties within the Area will be accomplished through the improvement of existing and construction of new, structures and infrastructure, attraction of new investment and investment in the Area through the involvement of the Authority and Town with participation and cooperation by the private sector.

3.1 Development and Design Objectives

All development shall conform to the Zoning Code and any site-specific zoning regulations or policies which might impact properties within the Area, all as in effect and as may be amended from time to time. While the Act authorizes the Authority to undertake zoning and planning activities to regulate land use, establish maximum or minimum densities, and define building requirements in the Area, the Town will regulate land use and building requirements through existing municipal codes and ordinances as may be amended from time to time.

General objectives for the Area include -- advancing development for the purpose of generating revenues sufficient to fund public improvements that address conditions of blight -- while facilitating development and redevelopment in the Area and on adjacent properties -- in a manner that furthers the Town's objectives to be a community "*which offers its residents ... a high quality of life; a balanced community with a diverse range of housing, employment, educational, shopping and recreational opportunities.*" (Town of Erie Comprehensive Plan 2005)

Specific objectives include the following:

1. Eliminate and prevent blight by facilitating development and redevelopment.
2. Implement elements of the Comprehensive Plan.
3. Support and advance actions identified in existing plans prepared by the Town of Erie related to development of vacant and under-utilized parcels that are consistent with the vision of this Plan.

4. Improve the relationship between this area and the balance of the community.
5. Encourage a mix of land uses and product types that foster vitality within the Area and compatibility with used in surrounding areas.
6. Provide infrastructure that encourages non-vehicular movement within and to the Area.
7. Increase property values and strengthen the City's economic base.
8. Provide uses supportive of and complementary to planned improvements.
9. Encourage the continued presence of existing viable downtown business.
10. Support local businesses.
11. Increase the capacity and quality of infrastructure in the Area.
12. Support the preservation of historic and other structures deemed significant.
13. Balance infill and fringe development in an effort to keep both healthy.
14. Develop and enhance gateways to Old Town.
15. Enhance established neighborhoods.
16. Support landscaping standards for properties located along Briggs and Wells Streets.
17. Improve the public realm including streetscape amenities.
18. Incorporate safe, convenient pedestrian linkages between the Area and other centers of activity.
19. Advance uses that can leverage public investment in planned improvements.
20. Provide a range of financing mechanisms for improvements.
21. Facilitate public-private partnerships.

4.0 Blight Conditions

Before an urban renewal plan can be adopted by the Town, the Area must be determined to be a "blighted area" as defined in Section 31-25-103(2) of the Act, which provides that, in its present condition and use, the presence of at least four (or five in cases where the use of eminent domain is anticipated), of the following factors (see below) in the Area, substantially impairs or arrests the sound growth of the municipality,

retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (g) Defective or unusual conditions of title rendering the title nonmarketable;
- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property; and
- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
- (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of Section 31-25-103(2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

The general methodology for conducting the Survey is to: (i) define the Survey Area; (ii) gather information about properties, infrastructure and other improvements within the Area; (iii) evaluate evidence of blight through field reconnaissance, review of aerial photography, discussions with representatives of various Town departments; and, (iv) record observed and documented conditions as per the Statute.

Among the 11 qualifying factors identified in the Act, the Survey identified the presence of the following ten blight factors in the Survey Area:

- (a) Slum, deteriorated, or deteriorating structures
- (b) Predominance of defective or inadequate street layout

- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- (d) Unsanitary or unsafe conditions
- (e) Deterioration of site or other improvements
- (f) Unusual topography or inadequate public improvements or utilities;
- (h) The existence of conditions that endanger life or property by fire or other causes
- (i) Buildings that are unsafe or unhealthy for persons to live or work in
- (j) Environmental contamination of buildings or property
- (k5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Within Superblock No. 5, the Survey identified the presence of all of these factors.

5.0 Plan’s Relationship to Local Objectives and Appropriate Land Uses

5.1 General Description

Implementation of this Plan supports the objectives and requirements of the Comprehensive Plan with respect to connectivity to neighborhoods, accessibility to open space, completion of infrastructure including activity centers, preservation of natural features and quality design that promotes Erie’s unique identity. As development occurs in the Area, it shall conform to the Comprehensive Plan and any subsequent updates; the Town of Erie Unified Building Code and any rules, regulations, and policies promulgated pursuant thereto; any site-specific planning documents that might impact properties in the Area including, but not limited to, Town-approved site, drainage, and public improvement plans; and, any applicable Town design standards, all as in effect and as may be amended from time to time. Finally, existing conditions present within the Area will be remedied by the proposed Plan and funded in part by tax increment revenues and improvements phased as the market allows.

5.2 Relationship to Erie Comprehensive Plan

A general plan for the Town, known as the *Town of Erie Comprehensive Plan* was adopted in 2005. The Authority, with the cooperation of the Town, private enterprise and other public bodies, will undertake projects and activities described in this Plan in order to eliminate the conditions of blight identified herein while implementing the goals and objectives of the Comprehensive Plan and any subsequent updates. Specific elements of the Comprehensive Plan which this Plan advances, include the following (taken verbatim).

GUIDING PRINCIPLES

The following statements describe the community's aspirations and set the direction for the Comprehensive Plan. They demonstrate the general ideals to be sought for the Town within its planning area over the next 20 years, building on the Vision established for the community.

Our Vision includes the following key principles:

⊙ **A Coordinated and Efficient Pattern of Growth**

The Town will have a compact pattern that encourages urban growth to locate within the Planning Area Boundary, fosters the efficient provision of infrastructure and services, and balances development and conservation of the natural environment.

⊙ **Quality Design and Development**

Erie will promote a high standard of design for all new development, renovation, and rehabilitation to reinforce and enhance its unique nature for residential neighborhoods, public places, and commercial businesses.

⊙ **Overall Economic Vitality**

The Town will promote a healthy, thriving economy that provides opportunities for quality employment with livable wages for its residents.

© **Downtown Vitality**

The Town considers the maintenance and enhancement and expansion as appropriate of Old Town’s vitality to be important to the health and wellbeing of the community as a whole. The plan promotes development and continued enhancement of this core community area as the “center” of the community.

© **A Comprehensive, Integrated Transportation System**

Erie has a safe, efficient, and innovative transportation system that reduces neighborhood isolation and promotes a sense of community by connecting all areas of town, accommodates various modes of public and private transit, and facilitates travel to regional centers.

© **Stewardship of the Natural Environment**

The Town will identify and conserve its natural, scenic, and environmentally sensitive areas including important wildlife habitat, waterways, and visually sensitive areas. Erie will strive to be a clean, sustainable, environmentally-friendly town.

© **Trails, Parks and Recreation Opportunities**

The Town will provide a diverse range of recreational opportunities to include facilities and programming for all ages and varying interests, both passive and active. Trails, parks, and recreation opportunities will be connected with and integrate open space into and between neighborhoods and other areas of the community.

© **Protected Lands Program**

Lands that are permanently protected as open space will be used to maintain the small town atmosphere that has made Erie an attractive place.

© **Balanced Land Use Mix**

The Town will work to diversify and balance the mix of land uses as the Town grows. Particular emphasis will be placed on enhancing the local economic base to provide employment opportunities for residents, seeking to achieve a better balance as a place to work as well as live. In so doing, the community will seek a balance between the enhancement of Old Town's vitality and other existing areas of the community and the identification of opportunities for commercial and employment in outlying areas.

© **Stable, Cohesive Neighborhoods Offering a Variety of Housing Types**

The Town will promote new neighborhoods that contain a mix of land uses and diversified housing options that meet the varying needs of its residents, including single family, attached homes (duplexes, townhomes), multifamily dwellings, and housing included as part of mixed-use developments. The Town will work to maintain the quality and character of established neighborhoods and ensure that infill and redevelopment is designed in a manner that minimizes impacts on existing neighborhoods, including rural neighborhoods in the Planning Area. New housing and neighborhoods should be appropriate in size, scale, design and use. New housing areas should be located where residents will have access to the full range of infrastructure, facilities and services that are needed for healthy, livable neighborhoods.

© **Provide Infrastructure and Public Services Efficiently and Equitably**

Erie will coordinate future development and/or provision of capital facility projects and infrastructure, including water, wastewater, fire protection, emergency management services, police protection, schools, parks, and other utilities that affect the quality of life and economic stability of the community.

Additional excerpts are presented in Appendix I.

5.3 Relationship to Other Community Plans

Implementation of this Plan will be consistent with development objectives expressed in all community adopted and accepted plans that pertain to development in the Area.

6.0 Authorized Urban Renewal Undertakings and Activities

The Act allows for a wide range of activities to be used in the implementation of an urban renewal plan. In the case of this Plan, it is the Authority's intent to provide financial assistance and public improvements in cooperation with property owners and other affected parties in order to accomplish its objectives. Public-private partnerships and other forms of cooperative development will be key to the Authority's strategy for preventing the spread of blight and eliminating existing blight conditions.

6.1 Public Improvements and Facilities

The Authority may undertake certain actions to make the Area more attractive for private investment. The Authority may, or may cooperate with others to, finance, install, construct, and reconstruct any public improvements. Additionally, the Authority may, or may cooperate with others to, demolish and clear existing improvements for the purpose of promoting the objectives of the Plan and Act. It is the intent of this Plan that the combination of public and private investment that may be necessary to advance the objectives stated herein will contribute to the overall economic well-being of the community, not just the Area.

As described in Section 4.0 of this Plan, ten qualifying conditions of blight are present within Superblock No. 5 within which the Area is located, as defined in Section 31-25-103(2) of the Act. This Plan proposes addressing those conditions described in detail in the Survey and summarized below.

(a) Slum, deteriorated, or deteriorating structures

While no interior inspections were conducted as part of this Survey, close external observations indicated that among the structures present within the Survey Area, a significant number (particularly in the Old Town area) suffer from various levels of deterioration and neglect. Both primary and secondary structures exhibited signs of peeling paint, broken windows, crumbling foundations, roof damage and overall property neglect. Some mechanical equipment located outside of select commercial buildings is not enclosed and shows signs of rust.

(b) Predominance of defective or inadequate street layout

Predominance of defective or inadequate street layout can be considered present when existing roads are insufficient to meet the needs of improvements within the Area, or there is a lack of streets or the streets that are in place are deteriorating. Within the Old Town Area, while there is a network of existing streets, many lack appropriate lighting, complete and level sidewalks, and parking areas (the latter being a concern for commercial properties). In addition, many roads and parking areas are a combination of gravel and pavement and exhibit signs of deterioration.

(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Because lot constraints associated with access are typically a byproduct of inadequate streets, the Survey Area suffers from this blight factor for the reasons explained under (b) above. In Old Town, several lots are limited in their usefulness because of size and / or shape, being either too small for redevelopment or too irregular to support a marketable improvement and parking.

(d) Unsanitary or unsafe conditions

Multiple factors contribute to unsafe conditions in the Survey Area; among them is a lack of complete streets. As explained under (b) above, complete streets provide a safe environment for both vehicular and non-vehicular traffic. Unsanitary and unsafe conditions result when streets lack appropriate accommodations for both vehicular and non-vehicular movement. In the Old Town Area, a combination of insufficient lighting, as well as roads without bike lanes and incomplete and deteriorating sidewalks makes it unsafe for non-vehicular movement.

In addition to roadway conditions, additional threats to persons and property include the presence of environmental concerns, a flood zone and high incidence of crime. According to an Environmental Protection Agency (EPA) report (October 2011), there are two areas of concern within the Survey Area and one of them is located in the vicinity of Old Town. According to a FEMA-issued flood map, several parcels located along the Area's eastern border lie within a 100-year (1 percent annual) flood hazard zone. Finally, according to the Town of Erie Police Department, Old Town has historically generated on average 19% of all calls for service, a level considered to be disproportionately high. Specifically, this represents the second highest number of police reports taken for all subdivisions or districts within the community.

(e) Deterioration of site or other improvements

Properties throughout the Survey Area include a mix of maintained and poorly maintained residential and commercial properties, along with vacant and unimproved tracts. While most of the properties within the Old Town Area are improved, many exhibit signs of deterioration, landscaping improvements are inconsistent and in several instances unkempt and there are numerous examples of damage to signs and fences. In some instances, particularly among properties located along the Area's northern, eastern and southern edges, the lack of fencing or presence of damaged fencing presented an unsafe condition whereas

the type of outdoor storage that was present could have presented a threat to people or animals.

- (f) Unusual topography or inadequate public improvements or utilities

Public improvements and utilities include streets, curbs, lighting, sidewalks, bicycle paths and trails; as well as water, sewer and storm water systems and both above and below ground electrical wires. When these improvements either lack capacity or are deteriorating or substandard, it can deter development and redevelopment. According to the Town of Erie Public Works Department, overhead utilities (considered substandard and suboptimal) are present throughout and there are numerous infrastructure deficiencies particularly as they relate to roads and storm drainage.

- (h) The existence of conditions that endanger life or property by fire or other causes

This factor applies to threats to site users from fire, flooding, environmental contamination and other causes. With regard to fire, according to officials for the Mountain View Fire Protection District, several commercial properties within the Old Town Area are not sprinklered. While the building code does not require that all non-residential buildings be sprinklered (sprinklering requirements are based on classification, size, and presence of possible hazardous materials.), the lack of fire protection infrastructure is considered a threat to users.

- (i) Buildings that are unsafe or unhealthy for persons to live or work in

As explained above, there is a significant inventory of residential and commercial properties in various states of disrepair in the Old Town Area, many of which have boarded up and / or broken windows, façade and roof damage, and insufficient fencing to protect pedestrians from unprotected trash and outdoor storage. In addition to physical

deterioration, many of these buildings are also lacking fire protection (sprinklers).

(j) Environmental contamination of buildings or property

As identified above, at the time the Survey was completed, the EPA reported two areas of concern within the larger Survey Area, one of which was located in the Old Town Area.

(k5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements

Also explained above, the Old Town Area has historically generated more than 3,100 or 19% of all calls for service, a level considered disproportionately high. In addition to high levels of municipal services, there are also a substantial number (relative to the inventory) of vacant and / or underutilized buildings and / or sites.

6.2 Other Improvements and Facilities

There could be other non-public improvements in the Area that may be required to accommodate development and redevelopment. The Authority may assist in the financing or construction of these improvements to the extent authorized by the Act.

6.3 Development Opportunities—Catalyst Projects

A key concept associated with implementation of the Plan is targeted investment that will serve to catalyze development throughout the Area and fund public improvements. The aggregate impact of potential investment within the Area is reflected in the Impact Report in Attachment 2.

6.4 Development Standards

All development in the Area shall conform to applicable rules, regulations, policies and other requirements and standards of the Town and any other governmental entity which has jurisdiction over all or any portion of the Area. In conformance with the Act and the Plan, the Authority may adopt design standards and other requirements applicable to projects undertaken by the Authority in the Area. Unless otherwise approved by the Board of Trustees, any such standards and requirements adopted by the Authority shall be consistent with all other Town zoning and development policies and regulations.

6.5 Variations in the Plan

The Authority may propose, and the Board of Trustees may make, such modifications to this Plan as may be necessary provided they are consistent with the Comprehensive Plan and any subsequent updates, as well as the Act, or such amendments made in accordance with this Plan and as otherwise contemplated by this Plan.

The Authority may, in specific cases, allow non-substantive variations from the provisions of this Plan if it determines that a literal enforcement of the provision would constitute an unreasonable limitation beyond the intent and purpose stated herein.

6.6 Urban Renewal Plan Review Process

The review process for the Plan is intended to provide a mechanism to allow those parties responsible for implementing key projects to periodically evaluate its effectiveness and make adjustments to ensure efficiency in implementing the recommended activities.

The following steps are intended to serve as a guide for future Plan review:

- (a) The Authority may propose modifications, and the Board of Trustees may make such modifications as may be necessary provided they are

consistent with the Comprehensive Plan and any subsequent updates, as well as the Act.

- (b) Modifications may be developed from suggestions by the Authority, property and business owners, and Town staff operating in support of the Authority and advancement of this Plan.

6.7 Property Acquisition and Land Assemblage

The Authority may acquire property by negotiation or any other method authorized by the Act, excluding eminent domain. The Authority may temporarily operate, manage and maintain property acquired in the Area. Such property shall be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

6.8 Relocation Assistance

It is not anticipated that acquisition of real property by the Authority will result in the relocation of any individuals, families, or business concerns. However, if such relocation becomes necessary, the Authority will adopt a relocation plan in conformance with the Act.

6.9 Demolition, Clearance, Environmental Remediation, and Site Prep

In carrying out this Plan, it is anticipated that the Authority may, on a case-by-case basis, elect to demolish or to cooperate with others to clear buildings, structures and other improvements. Additionally, development activities consistent with this Plan, including but not limited to Development or Cooperation Agreements, may require such demolition and clearance to eliminate unhealthy, unsanitary, and unsafe conditions, eliminate obsolete and other uses detrimental to the public welfare, and otherwise remove and prevent the spread of deterioration.

With respect to property acquired by the Authority, it may demolish and clear, or contract to demolish and clear, those buildings, structures and other

improvements pursuant to this Plan, if in the judgment of the Authority, such buildings, structures and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may also undertake such additional site preparation activities as it deems necessary to facilitate the disposition and development of such property.

6.10 Property Disposition

The Authority may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements, as it deems necessary to develop such property. Real property or interests in real property may be sold, leased or otherwise transferred for uses in accordance with the Act and this Plan. All property and interest in real estate acquired by the Authority in the Area that is not dedicated or transferred to public entities, shall be sold or otherwise disposed of for redevelopment activities in accordance with the provision of this Plan and the Act.

6.11 Redevelopment and Rehabilitation Actions

Development and redevelopment actions within the Area may include such undertakings and activities as are in accordance with this Plan and the Act, including without limitation: installation, construction and reconstruction of public improvements; elimination of unhealthful, unsanitary or unsafe conditions; prevention of the spread of deterioration; and, provision of land for needed public facilities. The Authority may enter into Cooperation Agreements and Redevelopment / Development Agreements to provide assistance or undertake all other actions authorized by the Act or other applicable law to improve the Area.

6.12 Redevelopment / Development Agreements

The Authority is authorized to enter into Redevelopment / Development Agreements or other contracts with developer(s) or property owners or such other individuals or entities as are determined by the Authority to be necessary

or desirable to carry out the purposes of this Plan. Such Redevelopment / Development Agreements, or other contracts, may contain such terms and provisions as shall be deemed necessary or appropriate by the Authority for the purpose of undertaking the activities contemplated by this Plan and allowed for under the Act. The Authority may further provide for such undertakings including financial assistance, as may be necessary for achievement of the objectives stated herein or as may otherwise be authorized by the Act.

Any existing agreements between the Town and other parties that are consistent with this Plan are intended to remain in full force and effect, unless all parties to such agreements agree otherwise.

6.13 Cooperation Agreements

For the purpose of this Plan, the Authority may enter into one or more Cooperation Agreements pursuant to the Act. The Town and Authority recognize the need to cooperate in the implementation of this Plan and, as such, Cooperation Agreements may include, without limitation, agreements regarding the planning and implementation of projects within its boundaries, as well as programs, public works operations, or activities which the Authority, the Town, or such other public body otherwise empowered to undertake and including without limitation agreements respecting the financing, installation, construction and reconstruction of public improvements, storm water detention, environmental remediation, landscaping and / or other eligible improvements. This paragraph shall not be construed to require any particular form of cooperation.

6.14 Creation of Tax Increment Areas

The boundaries of the Area shall be as set forth in **Appendix II**. As more fully set forth herein **Section 7.3** below, it is the intent of the Board of Trustees in approving this Plan to authorize the use of Tax Increment Financing (TIF) by the Authority as part of its efforts to undertake its implementation. Pursuant to the provisions of Section 31-25-107(9) of the Act, the Board of Trustees in approving this Plan contemplates that separate property and sales tax increment areas ("**Tax Increment Areas**") shall be created within the Area as development and

redevelopment occurs. At the time of adoption of this Plan, the Authority only anticipates the creation of one Tax Increment Area. Notwithstanding such distinction, the Authority is specifically authorized to expend the revenue from property and sales tax increments to the extent authorized by the Act.

If new Tax Increment Areas are needed, this Plan may be amended to reflect the boundaries of that new Tax Increment Area. The process for creating a new Tax Increment Area shall be initiated by the Authority as set forth in the Act.

6.15 Map of Tax Increment Financing Area No. 1 (Figure No. 2)

A legal description for the first **TIF District** (the “District”) to be established with adoption of this Plan is presented in **Appendix II**. A map illustrating the boundaries of the District is presented as **Figure No. 2** on the following page.

7.0 Project Financing

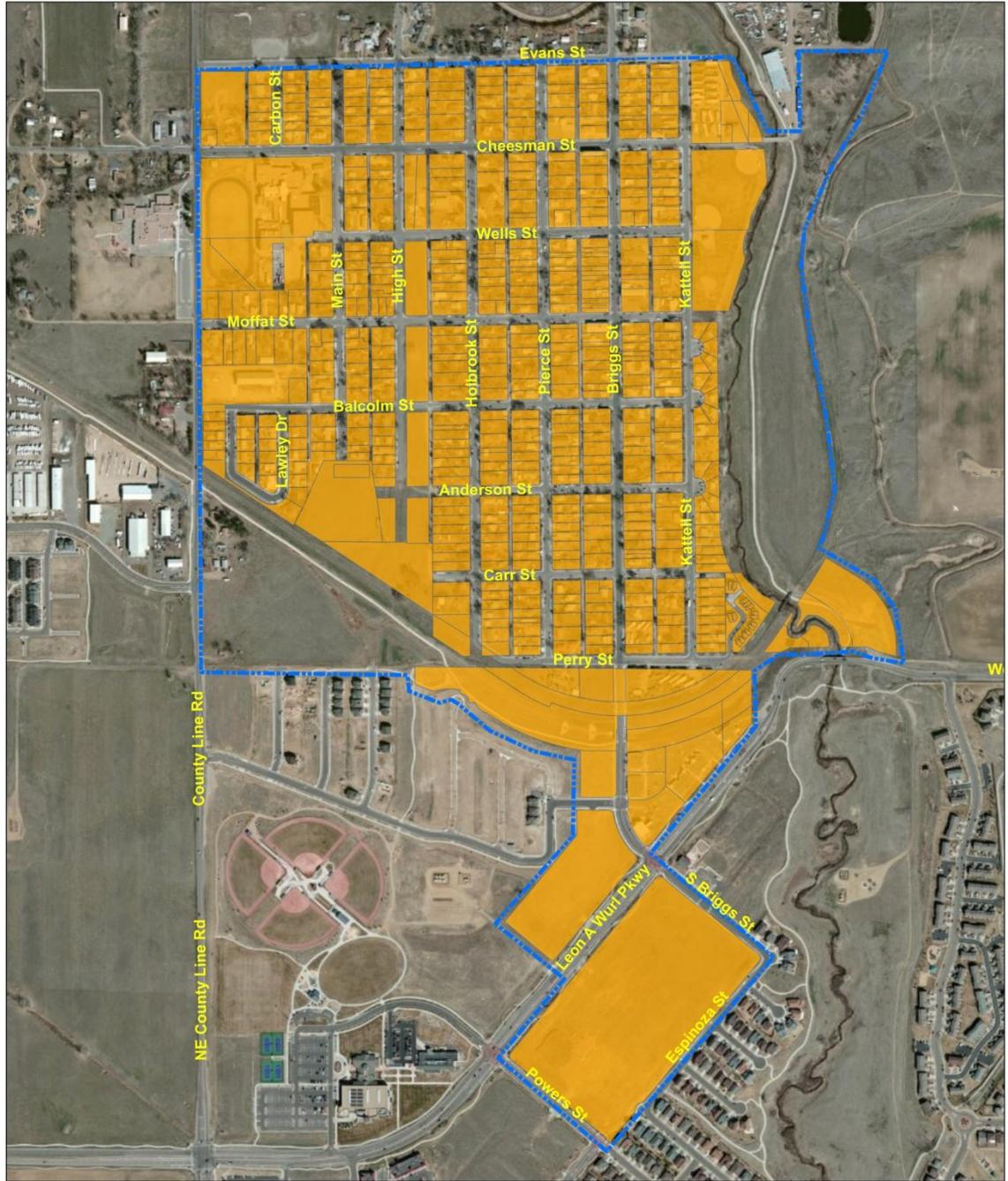
7.1 Public Investment Objective

A critical component to the success of any urban renewal strategy is participation by both the public and private sectors. Leveraging of resources will be key as no one entity, either public or private, has sufficient resources alone to sustain a long-term improvement effort. Typical public infrastructure investments may include, but are not limited to: improving streets and public spaces; providing other infrastructure improvements; completing roads and utilities; completing streetscape elements; improving access and circulation; improving buildings with life safety equipment; demolishing buildings; acquiring property; and, supplementing various other financing mechanisms.

7.2 Authorization

The Authority may finance undertakings pursuant to this Plan by any method authorized under the Act or any other applicable law, including without limitation: issuance of notes, bonds and other obligations as defined in the Act in an amount sufficient to finance all or part of this Plan; borrowing of funds and

Figure No. 2: Tax Increment Financing Area No. 1



N
Date: Tuesday, October 08, 2013

creation of indebtedness; reimbursement agreements; and / or utilization of the following: federal or state loans or grants; interest income; annual appropriation agreements; agreements with public or private entities; and, loans, advances and grants from any other available sources. The principal, interest, costs and fees on any indebtedness are to be paid for with any lawfully available funds of the Authority.

Debt may include bonds, refunding bonds, notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, or any other obligation lawfully created.

7.3 Tax Increment Financing

Activities may be financed by the Authority under the TIF provisions of the Act. Such tax incremental revenues may be used for a period not to exceed the statutory requirement, which is presently 25 years after the effective date of adoption of this Plan, calculated in accordance with applicable rules of the Property Tax Administrator of the State of Colorado.

7.3.1 Special Fund

In accordance with the requirements of the law, the Authority shall establish a tax increment revenue fund for the deposit of all funds generated pursuant to the division of ad valorem property and municipal tax revenue described in this section.

7.3.2 Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Tax Increment Area last certified prior to the effective date of approval of the Plan (or future amendments), shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

7.3.3 Increment Amount

As explained under 6.14 above, that portion of said property and municipal taxes in excess of such base amount set forth in Section 7.3.2 of this Plan shall be allocated to and, when collected paid into the tax increment revenue fund to pay the principal of, the interest on, and any other premiums due in connection with the bonds of, loans or advances to or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Authority for financing or refinancing, in whole or in part, the Urban Renewal Project (as defined in the Act), or to make payments authorized by the Act. Unless and until the total valuation for assessment of the taxable property in the Tax Increment Area exceeds the base valuation for assessment of the taxable property in the Tax Increment Area, all of the taxes levied upon taxable property in the Tax Increment Area shall be paid into the funds of the respective public bodies. Unless and until the total municipal sales tax collections in the Tax Increment Area exceed the base year municipal sales tax collections in the Tax Increment Area, as provided in Section 7.3.2, above, all such sales tax collections shall be paid into the funds of the City. When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subsection 7.3.3, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Urban Renewal Project (as defined in the Act); provided, however, any offsets collected by the County Treasurer for return of overpayments or any reserve funds reserved by the Authority for such purposes in accordance with Section 31-25-107(9)(a)(III) and (b), C.R.S. The Authority shall set aside and reserve a reasonable amount as determined by the Authority of all incremental taxes paid to the Authority for payment of expenses associated with administering the Plan.

If there is any conflict between the Act and this Urban Renewal Plan, the provisions of the Act shall control, and the language in the Plan will be automatically deemed to conform to the statute.

7.4 Other Financing Mechanisms / Structures

The Plan is designed to provide for the use of TIF as one tool to facilitate investment and reinvestment within the Area. However, in addition to TIF, the Authority shall be authorized to finance implementation of the Plan by any method authorized by the Act. The Authority is committed to making a variety of strategies and mechanisms available. It is the intent of this Plan to use or encourage the use of multiple resources either independently or in various combinations depending on the needs of individual urban renewal projects within its planning area. Given the obstacles associated with redevelopment, the Authority recognizes that it is imperative that solutions and resources be put in place which are comprehensive, flexible and creative.

8.0 Severability

If any portion of this Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the Plan.

Historic Old Town Erie

Urban Renewal Plan

Town of Erie, Colorado

Appendix I:

Town of Erie Comprehensive Plan, adopted 2005 (excerpts taken verbatim, but formatted for emphasis)

Town of Erie Comprehensive Plan adopted 2005 (excerpts taken verbatim)

Pages 2-2 – 2-4

Chapter 2: Vision and Guiding Principles

GUIDING PRINCIPLES

The following statements describe the community’s aspirations and set the direction for the Comprehensive Plan. They demonstrate the general ideals to be sought for the Town within its planning area over the next 20 years, building on the Vision established for the community.

Our Vision includes the following key principles:

⊙ **A Coordinated and Efficient Pattern of Growth**

The Town will have a compact pattern that encourages urban growth to locate within the Planning Area Boundary, fosters the efficient provision of infrastructure and services, and balances development and conservation of the natural environment.

⊙ **Quality Design and Development**

Erie will promote a high standard of design for all new development, renovation, and rehabilitation to reinforce and enhance its unique nature for residential neighborhoods, public places, and commercial businesses.

⊙ **Overall Economic Vitality**

The Town will promote a healthy, thriving economy that provides opportunities for quality employment with livable wages for its residents.

⊙ **Downtown Vitality**

The Town considers the maintenance and enhancement and expansion as appropriate of Old Town’s vitality to be important to the health and wellbeing of the community as a whole. The plan promotes development and continued enhancement of this core community area as the “center” of the community.

- ⊙ **A Comprehensive, Integrated Transportation System**

Erie has a safe, efficient, and innovative transportation system that reduces neighborhood isolation and promotes a sense of community by connecting all areas of town, accommodates various modes of public and private transit, and facilitates travel to regional centers.
- ⊙ **Stewardship of the Natural Environment**

The Town will identify and conserve its natural, scenic, and environmentally sensitive areas including important wildlife habitat, waterways, and visually sensitive areas. Erie will strive to be a clean, sustainable, environmentally-friendly town.
- ⊙ **Trails, Parks and Recreation Opportunities**

The Town will provide a diverse range of recreational opportunities to include facilities and programming for all ages and varying interests, both passive and active. Trails, parks, and recreation opportunities will be connected with and integrate open space into and between neighborhoods and other areas of the community.
- ⊙ **Protected Lands Program**

Lands that are permanently protected as open space will be used to maintain the small town atmosphere that has made Erie an attractive place.
- ⊙ **Balanced Land Use Mix**

The Town will work to diversify and balance the mix of land uses as the Town grows. Particular emphasis will be placed on enhancing the local economic base to provide employment opportunities for residents, seeking to achieve a better balance as a place to work as well as live. In so doing, the community will seek a balance between the enhancement of Old Town's vitality and other existing areas of the community and the identification of opportunities for commercial and employment in outlying areas.
- ⊙ **Stable, Cohesive Neighborhoods Offering a Variety of Housing Types**

The Town will promote new neighborhoods that contain a mix of land uses and diversified housing options that meet the varying needs of its residents, including single family, attached homes (duplexes, townhomes), multifamily dwellings, and housing included as part of mixed-use developments. The Town will work to maintain the quality and character of established neighborhoods and ensure that infill and redevelopment is

designed in a manner that minimizes impacts on existing neighborhoods, including rural neighborhoods in the Planning Area. New housing and neighborhoods should be appropriate in size, scale, design and use. New housing areas should be located where residents will have access to the full range of infrastructure, facilities and services that are needed for healthy, livable neighborhoods.

© **Provide Infrastructure and Public Services Efficiently and Equitably**

Erie will coordinate future development and/or provision of capital facility projects and infrastructure, including water, wastewater, fire protection, emergency management services, police protection, schools, parks, and other utilities that affect the quality of life and economic stability of the community.

Pages 3-1- 3-2

Chapter 3: Community Building Blocks

During the Planning Process a number of distinct themes or “community building blocks” emerged as being fundamental to the ultimate success of the Plan. While each of these themes is addressed at a broad level within the Vision and Guiding Principles outlined in the previous chapter, a discussion of their role in the intended outcome and application of the Comprehensive Plan is provided below. This discussion is intended to supplement the goals and policies contained in the Plan by providing a more focused explanation of the key principles underlying each theme and the Town’s objectives in applying them to future development proposals.

Erie’s five Community Building Blocks include:

- Neighborhood Emphasis;
- Mixed-Use Development;
- Gateways and Corridors;
- Rural Character; and
- Economic Sustainability.

NEIGHBORHOOD EMPHASIS

For most of its years Erie consisted of a single, compact neighborhood in what is referred to today as Old Town. Residents of Old Town were able to (and are still able to today, in some cases) walk to meet many of their daily needs and even go to work. In recent years, the Town’s compact feel has begun to change as new development has sprung up in outlying areas of the Town’s Planning Area, far from its historic center and both visually and physically detached from

the rest of the community. The goals and policies contained in the Plan are built around Erie's desire to distinguish itself as a community of free-standing, but integrated neighborhoods, linked together—and to Old Town—by an interconnected network of pedestrian pathways, trails, and open space.

The design of Erie's future neighborhoods is a major focus of the Comprehensive Plan. Although their scale and composition will vary from location to location, new neighborhoods should be designed using a common set of principles that include:

- A mix of uses and housing types
- An interconnected network of streets, open space, and trails;
- The preservation of natural features;
- A clear activity center; and
- A distinct identity.

Pages 3-3 – 3-4

MIXED-USE DEVELOPMENT

The Land Use Plan (Chapter 4, pg 4-17) includes a new land use category to accommodate Mixed-Use Development. At a general level these mixed-use areas are similar in that they are intended to contain a variety of activities, such as offices, retail, and multiple housing types. They differ, however, in that the scale and configuration of development will vary by its location and development context (i.e., Old Town infill/redevelopment vs. new development). Common principles for mixed-use development include:

MIX OF USES

- Depending upon their location and scale, primary uses for mixed-use development areas may include commercial, office, retail, and/or housing. However, more active uses such as retail and commercial should be placed at the ground level to provide pedestrian interest. Where activity uses are limited, they should be concentrated at key intersections or near major public spaces to maximize public exposure and increased activity levels.
- Both vertical (stacked) and horizontal (side-by-side) mixed-use is encouraged in Erie provided it is well-connected to surrounding neighborhoods.
- Vertical mixed-use refers to the integration of two or more land use types within a building, occurring on different floors, one of which is residential. Neighborhood scale mixed-use with retail, office, and residential uses in a pedestrian-friendly setting. A typical example of a vertical mixed use building would incorporate active uses, such as stores, offices, and restaurants, at the street level and residential or office uses on the upper floors.

- Horizontal mixed-use refers to a pattern where several types of uses or buildings, together with residential, are included, as part of a cohesive development in proximity to each other – but each building would contain its own separate use. They would be designed as a set of coordinated uses, with common parking areas, strong pedestrian connections, and similar design features, but would contain separate uses in each building.
- Mixed-use development should also incorporate schools, parks, and open space, and other community facilities, where appropriate, to serve the needs of neighborhood residents.

Page 3-4

TRANSITIONS FROM AND CONNECTIONS TO SURROUNDING AREAS

- In the Old Town area, mixed-use developments should be used to help revitalize major corridors into the downtown core (Briggs Street and Cheesman) and should provide transitions to surrounding neighborhoods.
- Larger mixed-use developments should be designed in conjunction with surrounding neighborhoods where possible, providing direct connections and strong development relationships.

Page 4-1 – 4-2

Chapter 4: Land Use

Goal #1: Balanced Land Use Mix

Plan for a balanced mix of commercial and residential land uses in Erie.

RESIDENTIAL

The Future Land Use Map identifies four residential use designations: Rural Residential, Low Density Residential, Medium Density Residential, and High Density Residential. Specific policies are provided for each of the categories, along with a set of general policies that apply to the three urban residential categories. The policies represent a shift towards a more flexible, neighborhood-oriented approach to residential development than is typical of more recent development patterns in the community. The intent is to encourage new neighborhoods to incorporate a diversity of housing (in terms of housing type, density, and price point) and an array of services, such as shopping, schools, and parks that can meet many residents' day-to-day needs within a close proximity. Due to Erie's rolling topography and natural features and current pattern of development, many new neighborhoods will be somewhat isolated physically for the foreseeable future. However, each neighborhood will be linked to adjoining neighborhoods and

Old Town through a comprehensive network of trails and open space corridors. This network will provide opportunities for residents to walk or bicycle to nearby services and gathering places and reduce the need for cross-town vehicle trips. Opportunities for neighborhoods that are predominately single-family will continue to exist, a balanced mix of commercial, residential, and employment uses is encouraged, but will be driven more by market demand and specific development master plans. Most single-use neighborhoods will occur within the Rural Residential designation and will be encouraged to preserve large tracts of open space through the use of clustering and other techniques.

Page 4-3

URBAN RESIDENTIAL POLICIES—ALL CATEGORIES:

UR 1.3—STREET PATTERNS

Urban neighborhoods should be organized around a system of interconnected collector and local streets, as traditionally found in Erie’s Old Town neighborhood. Detached sidewalks and pedestrian and bicycle pathways will also be encouraged. Neighborhoods located adjacent to future development areas shall provide opportunities for future roadway extensions. Cul-de-sacs and other dead end streets and alleys are discouraged unless necessitated by the natural or built constraints of the development site, in order to encourage connectivity between neighborhoods. Where cul-de-sacs are used, pedestrian connections shall be provided between streets and adjacent open space areas, trails, or other common features to promote neighborhood connectivity.

Page 4-6 – 4-7

MIXED-USE

The Future Land Use Plan Map identifies two Mixed-Use Categories: The Downtown District and Mixed-Use. The Downtown District incorporates Erie’s historic commercial downtown, and is largely focused on ensuring the compatibility of infill and redevelopment within the area’s historic context. The Mixed-Use category is primarily focused on the creation of mixed-use development in areas that are currently undeveloped; however, it also addresses the extension of mixed-use development along downtown’s primary gateway corridors. The addition of the Mixed-Use category represents a more flexible approach to development within the Town largely driven by the Town’s desire to establish itself as a community of neighborhoods.

DOWNTOWN DISTRICT POLICIES:

DD 1.1—CHARACTERISTICS

The Downtown District designation incorporates Erie’s historic downtown commercial core also known as Old Town. The area, focused along Briggs Street between Cheesman and Moffat, and extending west to Holbrook Street between Cheesman and Wells, has a unique historic character and importance to the broader community. The area has traditionally consisted of a variety of civic, retail, commercial, and office uses in a compact, pedestrian-friendly setting central to the Town’s historic residential neighborhoods.

DD1.2—INFILL AND REDEVELOPMENT

The Town will encourage infill and redevelopment that is in keeping with the historic character and scale of Erie’s downtown. Infill and redevelopment should be designed in a manner that is sensitive to and reflects the character of the surrounding residential neighborhood. All infill and redevelopment will be required to comply with the Downtown Design Standards contained in the Unified Development Ordinance. Important design considerations include: building scale, mass, roof form, height, and orientation, parking location, lot coverage, architectural character, and landscape elements.

DD 1.4—MIX OF USES

A mix of retail, restaurants, employment, commercial, office, and civic uses should continue to be encouraged in the downtown. Retail and restaurant uses should be encouraged at the street level to promote pedestrian activity. Residential uses above retail and restaurant uses are also encouraged to further increase the area’s vitality. The area addressed by the 1999 Wells Street “Old Town Center” Master Plan should continue to be emphasized as the Civic Core of the downtown.

DD 1.5—RENOVATION AND REUSE

The continued renovation and reuse of existing structures within the downtown, is strongly encouraged.

DD 1.6—OUTDOOR SEATING

The provision of outdoor dining and seating areas along the sidewalk edge is strongly encouraged to create activity along the street and increase the overall vitality of the downtown. Outdoor seating areas should be located so as not to impede pedestrian circulation.

DD 1.7—PARKING DESIGN AND LOCATION

New surface parking should be sited and designed in a manner that is compatible with the historic character of the downtown and its surrounding neighborhoods. To the extent feasible, off-street parking areas should be located to the side or rear of structures and should be screened with a low masonry wall and landscaping. The continued renovation and reuse of existing structures within the downtown is strongly encouraged.

DD 1.6—OUTDOOR SEATING

The provision of outdoor dining and seating areas along the sidewalk edge is strongly encouraged to create activity along the street and increase the overall vitality of the downtown. Outdoor seating areas should be located so as not to impede pedestrian circulation.

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New surface parking should be sited and designed in a manner that is compatible with the historic character of the downtown and its surrounding neighborhoods. To the extent feasible, off-street parking areas should be located to the side or rear of structures and should be screened with a low masonry wall and landscaping.

MIXED-USE POLICIES:

MU 1.1—CHARACTERISTICS

Mixed-Use development provides a mix of residential, commercial, retail, and office uses in a compact, pedestrian-oriented environment. These areas should incorporate pedestrian-friendly design elements through management of location, scale and orientation of parking facilities, driveways, connective sidewalks and trails, public plazas, and storefronts.

MU 1.2—LOCATION

Mixed-Use Development may be located near the intersections of arterials and collector streets, but may also be used to provide a transition between commercial or employment centers and residential neighborhoods. It is also encouraged along the Briggs and Cheesman Street Corridors in downtown.

MU 1.3—INTEGRATION OF USES

Mixed-use development can occur in two primary configurations – Vertical Mixed- Use or Horizontal Mixed-Use. Vertical mixed-use refers to the integration of two or more land use types within a building, occurring on different floors. A typical example of a vertical mixed use building would incorporate active uses, such as stores and restaurants, at the street level and residential or office uses on the upper floors. Horizontal mixed-use refers to a pattern where several types of uses or buildings are included, as part of a cohesive development in proximity to each other – but each building would contain its own separate use. Either pattern should be designed as a set of coordinated uses, with common off-street parking areas, strong pedestrian connections and similar design features.

MU1.4—BRIGGS AND CHEESMAN STREET CORRIDORS

The Town will encourage a transition towards a more mixed-use pattern of development along the Briggs and Cheesman Street Corridors outside of the Downtown District in order to strengthen visual and physical linkages to the surrounding community. Mixed-use development in these locations should maintain a more residential character and scale that is compatible with the surrounding neighborhoods. The conversion of existing residences to lower intensity non-residential uses such as small offices and live/work units will be encouraged, as these uses typically have reduced parking requirements and generate less traffic. Infill and redevelopment may occur at higher densities than exist today, but should be designed to be compatible with existing front setbacks, average building heights, etc.

Page 11 – 1 – 11-2

Chapter 11: Transportation and Mobility

POLICY FRAMEWORK

Goal #1: Balanced, Multi-Modal Transportation System

Ensure that new development patterns are designed to achieve safety, connectivity, and mobility for all modes of transportation in established as well as developing areas of the community.

Page 11 - 4

POLICIES:

TM 1.8 BICYCLE AND PEDESTRIAN MOBILITY

The Town’s sidewalk and off-street path system provides multiple facilities for pedestrian travel throughout the Town. Although often overlooked, the pedestrian mode of travel is significant because virtually every type of travel involves a walking component, usually in the form of connections between modes and activity centers. Pedestrian improvements should be focused on two priorities – (1) providing connections between developments and travel modes and (2) establishing pedestrian-friendly areas throughout the Town to improve quality of life with more mobility choices and new activity areas to live, work, shop, and play. In addition, pedestrian districts should be established for the downtown and other locations of high pedestrian activity and strategic bike/pedestrian grade separations and intersection improvements

Page 12-1 – 12-2

Chapter 12: Housing and Neighborhoods

Erie strives to be a community of independent, but interrelated neighborhoods. A continuing goal of the Town is to maintain the high quality and established character of existing neighborhoods throughout the community while promoting the development of new neighborhoods that contain a variety of housing types and densities, with amenities, services and retail to ensure opportunities for a variety of household income levels.

As an important means of meeting demand for housing variety and affordability, infill and redevelopment will also be promoted in Old Town neighborhoods, as long as it can be achieved in a manner that is compatible with the existing urban fabric.

Goal #2: Protect Existing Neighborhoods

Foster the stabilization and enhancement of Erie’s established and older core neighborhoods.

POLICIES:

HN 2.1—OLD TOWN RESIDENTIAL INFILL

The Town will encourage the improvement and revitalization of Old Town neighborhoods. The Town will encourage residential infill and redevelopment that preserves key characteristics and historic features of Old Town neighborhoods and preserves existing housing stock where appropriate. Development standards for infill and redevelopment projects, remodeling, and

additions to existing structures will be established to ensure new residences are compatible with existing neighborhood scale and character.

Page 13-1 – 13-2

Chapter 13: Community Character and Design

Erie’s citizens take pride in the attractiveness and livability of their community. The Town will promote a high standard of design for all new development as well as for renovation and rehabilitation in the Old Town area to reinforce and maintain the established visual character of the community and the quality of life of its residents. In addition, the Town will promote the preservation of the community’s natural character by encouraging the retention of open space in all new development.

Goal #1: Maintain and Enhance Erie’s Character

Guide the appearance, scale, and location of development to enhance and maintain Erie’s unique character.

POLICIES:

CCD 1.1—OLD TOWN

The Town will encourage infill and redevelopment that is in keeping with the historic character and scale of Erie’s downtown. Infill and redevelopment should be designed in a manner that is sensitive to and reflects the character of the surrounding residential neighborhood. All infill and redevelopment will be required to comply with the Downtown Design Standards contained in the Unified Development Ordinance. Important design considerations include: building scale, mass, roof form, height, and orientation, parking location, lot coverage, architectural character, and landscape elements.

CCD 1.2—OLD TOWN NEIGHBORHOODS

Enhance older neighborhoods (e.g., Old Town) by maintaining recent public facilities enhancements, by preserving trees, and only approving infill that respects the distinct neighborhood character. New residential infill development should be compatible in terms of density, scale, setbacks, uses, and design. (Note: Unified Development Code will contain a separate district for Old Town Residential Neighborhoods to support this policy.)

Page 13-4

CCD 1.6—OLD TOWN GATEWAYS

The intersections of Cheesman / County Line Road and Briggs Street / Leon Wurl Parkway serve as the two primary gateways to Old Town. Development in these locations should be designed to emphasize the gateway through reduced building setbacks, increased building heights at the corner, additional landscaping, and/or the use of other design features.

Page 14-1 - 14-2

Chapter 14: Economic Development

Employment opportunities and commercial services within Erie are currently very limited. The Town recognizes that expanding opportunities for employment and commercial development is important to enhance tax revenues generated in the Town as well to reduce the need for residents to travel to neighboring communities to work, shop, and meet other daily needs.

Goal #1: Diverse Economic Base

Expand and diversify the Town's economic base to create primary jobs as well as retail opportunities, in order to increase the Town's fiscal capacity to meet the needs of its citizens.

POLICIES:

ED 1.4—OLD TOWN

The Town will continue and strengthen its support of existing businesses in the Old Town area and the addition of new businesses, such as restaurants, small retail stores, galleries, and others that are in keeping with the small-town character of the area. The town will also encourage the enhancement of surrounding neighborhoods through the revitalization of existing housing stock and the incorporation of residential infill on vacant or underutilized parcels.

Page 15-1

Chapter 15: Action Plan

This Action Plan identifies a number of priority items that the Town should implement as soon as possible, to ensure that future land use actions and decisions are aligned with the policies contained in this Plan and with the classifications on the Future Land Use Plan. These are summarized below.

HOUSING & NEIGHBORHOODS

The policies proposed in this plan are intended to create an opportunity for individuals who work in the community to live in the community on a permanent basis as well as to address the general issues of balance and quality of housing.

The following priority actions are intended to accomplish this goal:

1. CONSIDER ADDITIONAL STRATEGIES TO INCREASE THE SUPPLY OF ATTAINABLE HOUSING

The Town recognizes the importance of establishing a diversity of housing types within the community and to ensure that housing is available to a variety of income levels. This objective is reflected by policies of this plan and implementing regulations contained in the UDC; however, the Town will continue to evaluate strategies that would increase the supply of affordable housing as opportunities arise, such as through the development of inclusionary zoning requirements that require a minimum number of affordable housing units to be built in new developments, regional partnerships, or other strategies as appropriate, including:

- Varied lot sizes (including small lots);
- Varied lot configurations;
- Clustering;
- Mix of builders; and
- Efficiency standards.

EFFICIENCY STANDARDS.2. POLICIES TO BE IMPLEMENTED BY THE UDC

The following is a list of additional Housing policies that are being implemented in the UDC:

- HN 1.2 – Neighborhood Connectivity
- HN 2.1 – Old Town Residential Infill
- HN 3.1 – Mix of Housing Types and Densities

COMMUNITY CHARACTER AND DESIGN

During the preparation of the Plan, citizens of the community expressed a strong desire to see the Town implement stronger measures to preserve the community's character and image through design, planning, and community-based events. To implement this aspect of the Plan, the following priority actions are recommended:

2. POLICIES TO BE IMPLEMENTED BY THE UDC

The following is a list of additional community design policies that are being implemented in the UDC:

- CCD 1.1 – Old Town
- CCD 1.3 – Cluster Development
- CCD 1.5 – Community Gateway Corridors
- CCD 1.8 – Setbacks and Design of Oil and Gas Facilities

Page B-1

Appendix B: Issues Summary

The Town of Erie Comprehensive Plan Update was prepared as a series of distinct tasks. Initial tasks focused on the identification and verification of key issues and conditions that served as the foundation for the updated Plan. A variety of issues and conditions were identified as having a significant impact on the future of the Town and region. These issues served as focal points in the development and refinement of the associated elements of the Comprehensive Plan Update and the associated physical, social, and economic consequences. The following issues represent observations based upon discussions with Town Staff, the Citizen’s Advisory Committee, and personal interviews with community resource persons. This summary was used to expand the framework for the planning process and for the development of the goals and policies that will guide future growth and development in the Town.

The issues summarized below have been grouped into the following categories: Land Use and Growth Management, Natural Resources and the Environment, Housing and Neighborhoods, Public Facilities and Services, Transportation, Economic Development, Regional Coordination, and Community Character and Design. Key issues can be summarized as follows:

Page B-2

ECONOMIC DEVELOPMENT

- Downtown Vitality
- I-25 Corridor Development
- Jobs / Housing Balance

HOUSING AND NEIGHBORHOODS

HOUSING AND NEIGHBORHOOD ISSUE #1:

PRESERVATION OF OLD TOWN NEIGHBORHOODS

Old Town Erie is home to the town's earliest residential neighborhoods, which in addition to containing many historic single-family homes contain a wide variety of housing types, including apartments, duplexes, and mobile homes. Reinvestment has been occurring within Old Town's neighborhoods at both public and private levels, with many historic homes undergoing renovation and with the recent implementation of a streetscape improvement plan that included the addition of sidewalks and tree lawns on all of Old Town's streets. On the flip side, however, private reinvestment has not been evenly distributed and properties on some blocks remain in various states of disrepair, detracting from the community's image. The preservation of and continued improvement of Old Town's neighborhoods is a priority for the community as it continues to grow outward.

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT ISSUE #1:

DOWNTOWN (OLD TOWN) VITALITY

In recent years a significant amount of reinvestment has occurred in Old Town Erie. Streetscape improvements, façade renovations have improved its appearance and new restaurants have brought an increased activity to the area. The community acknowledges that its desire for new commercial development cannot be achieved solely within downtown due to a lack of available land and the established character of the area. A balance will need to be sought between the maintenance and enhancement of Old Town's vitality and the identification of opportunities for commercial development in emerging market areas such as the south, where several major housing developments are being developed and the east, where the presence of the I-25 corridor presents numerous opportunities. Also, the limits and boundary of the core area will need to be defined and described.

COMMUNITY CHARACTER AND DESIGN

COMMUNITY CHARACTER AND DESIGN ISSUE #1:

MAINTAINING CHARACTER UNIQUE TO ERIE

Erie's character is often described as being comprised of "a little of everything" meaning that in its most established areas, such as Old Town, neighborhoods feature homes representing a broad spectrum of architectural styles, sizes, types, and ages. Many residents have emphasized the need to value and protect this diversity as the community grows by incorporating its key features into newly developing areas and have expressed concern regarding the uniformity and segregation of much of the housing developed in recent years.

Historic Old Town Erie

Urban Renewal Plan

Town of Erie, Colorado

Appendix II:

Urban Renewal Plan Area Legal Description

LEGAL DESCRIPTION – HISTORIC OLD TOWN ERIE URBAN RENEWAL AREA BOUNDARY

A TRACT OF LAND LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT B, ERIE COMMONS FILING NO.1, REPLAT D, RECORDED AT RECEPTION NO. 3399887;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID TRACT, 684 FEET TO A POINT AT THE NORTHERN MOST CORNER OF TRACT M, ERIE COMMONS FILING NO. 4, RECORDED AT RECEPTION NO.3413827;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID ERIE COMMONS FILING NO. 4 AND ITS EXTENSION ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY, 1021 FEET TO A POINT ON THE EXTENSION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BRIGGS STREET;

THENCE ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID ERIE COMMONS FILING NO. 4 AND ITS EXTENSION ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BRIGGS STREET AND ITS EXTENSION, 581 FEET TO A POINT AT THE SOUTHEAST CORNER OF BLOCK 7, OF SAID ERIE COMMONS FILING NO. 4;

THENCE CONTINUING ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BRIGGS STREET AND ALONG THE SOUTHWESTERLY BOUNDARY LINE OF ERIE COMMONS FILING NO. 2, 137 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY, 85 FEET TO A POINT OF CURVATURE ON THE EASTERLY BOUNDARY LINE OF LOT 1, BLOCK 5, OF SAID ERIE COMMONS FILING NO. 4;

THENCE ALONG THE SAID EASTERLY BOUNDARY LINE OF LOT 1 AND ITS EXTENSION, 1357 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF POWERS STREET;

THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID POWERS STREET AND ITS EXTENSION, 859 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ERIE PARKWAY;

THENCE NORTHEASTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY, AND ALONG THE SOUTHEASTERLY BOUNDARY LINE OF ASSESSOR PARCEL 146719249003 AND ITS EXTENSION, 605 FEET TO A POINT AT THE SOUTHEAST CORNER OF LOT 1A, ERIE COMMONS FILING NO. 3, 1ST AMENDMENT;

THENCE ALONG THE WESTERLY BOUNDARY LINES OF SAID LOT 1A, 1204 FEET TO A POINT AT NORTHWEST CORNER OF SAID LOT 1A;

THENCE NORTH ALONG THE EASTERLY BOUNDARY LINE OF BLOCK 9, ERIE COMMONS FILING NO. 5 2ND AMENDMENT AND THE EXTENSION THEREOF, 323 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF TRACT F OF SAID ERIE COMMONS FILING NO. 5 2ND AMENDMENT;

THENCE NORTHWEST ALONG THE SAID SOUTH BOUNDARY LINE OF TRACT F, 1108 FEET TO A POINT ON THE SOUTH LINE OF SECTION 18;

THENCE WEST ALONG THE SAID SOUTH LINE OF SECTION 18 AND THE EXTENSION THEREOF, 1220 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 1;

THENCE NORTH ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 1, 1018 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A RAILROAD;

THENCE SOUTHEAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, 50 FEET TO A POINT ON THE WEST FLOWLINE OF SAID COUNTY ROAD NO. 1;

THENCE NORTH ALONG THE WEST FLOWLINE OF SAID COUNTY ROAD NO. 1, 2275 FEET TO A POINT ON THE EXTENSION OF THE NORTH FLOWLINE OF EVANS STREET;

THENCE EAST ALONG THE SAID NORTH FLOW LINE OF EVANS STREET AND ITS EXTENSION, 2993 FEET TO A POINT ON THE EAST BOUNDARY LINE OF ASSESSOR PARCEL 14671800030;

THENCE SOUTH, EAST, NORTH AND EAST AGAIN ALONG THE BOUNDARY LINE OF SAID ASSESSOR PARCEL 14671800030, 1176 FEET TO A POINT ON THE WESTERLY RAIL ROAD RIGHT-OF-WAY LINE FOR THE REGIONAL TRANSPORTATION DISTRICT;

THENCE SOUTHWEST ALONG THE SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE, 2845 FEET TO A POINT ON THE EXTENSION OF THE SOUTHWEST BOUNDARY LINE OF TRACT 20, BRIDGEWATER MASTER SUBDIVISION, RECORDED AT RECEPTION NO. 3811552;

THENCE ALONG THE SAID SOUTHWEST BOUNDARY LINE OF TRACT 20 AND ITS EXTENSION, 808 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID LOT 20;

THENCE SOUTHEAST, 174 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 319 ACRES.

Historic Old Town Erie

Urban Renewal Plan

Town of Erie, Colorado

Appendix III:

Tax Increment Financing Area No. 1 Legal Description

LEGAL DESCRIPTION – HISTORIC OLD TOWN ERIE TAX INCREMENT FINANCING AREA BOUNDARY

A TRACT OF LAND LOCATED IN SECTIONS 18 AND 19, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT B, ERIE COMMONS FILING NO.1, REPLAT D, RECORDED AT RECEPTION NO. 3399887;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID TRACT, 450 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID TRACT B, AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF SAID TRACT B, 234 FEET TO A POINT AT THE NORTHERN MOST CORNER TO TRACT M, ERIE COMMONS FILING NO.4, RECORDED AT RECEPTION NO. 3413827;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID ERIE COMMONS FILING NO. 4 AND ITS EXTENSION ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY, 1021 FEET TO A POINT ON THE EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF BRIGGS STREET;

THENCE ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID ERIE COMMONS FILING NO. 4 AND ITS EXTENSION ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BRIGGS STREET AND ITS EXTENSION, 581 FEET TO A POINT AT THE SOUTHEAST CORNER OF BLOCK 7, OF SAID ERIE COMMONS FILING NO. 4;

THENCE CONTINUING ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BRIGGS STREET AND ALONG THE SOUTHWESTERLY BOUNDARY LINE OF ERIE COMMONS FILING NO. 2, 137 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY, 85 FEET TO A POINT OF CURVATURE ON THE EASTERLY BOUNDARY LINE OF LOT 1, BLOCK 5, OF SAID ERIE COMMONS FILING NO. 4;

THENCE ALONG THE SAID EASTERLY BOUNDARY LINE OF LOT 1 AND ITS EXTENSION, 1357 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF POWERS STREET;

THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID POWERS STREET, AND ITS EXTENSION, 859 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ERIE PARKWAY;

THENCE NORTHEASTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY, AND ALONG THE SOUTHEASTERLY BOUNDARY LINE OF ASSESSOR PARCEL 146719249003 AND ITS EXTENSION, 605 FEET TO A POINT AT THE SOUTHEAST CORNER OF LOT 1A, ERIE COMMONS FILING NO. 3, 1ST AMENDMENT;

THENCE ALONG THE WESTERLY BOUNDARY LINES OF SAID LOT 1A, 1204 FEET TO A POINT AT NORTHWEST CORNER OF SAID LOT 1A;

THENCE NORTH ALONG THE EASTERLY BOUNDARY LINE OF BLOCK 9, ERIE COMMONS FILING NO. 5 2ND AMENDMENT AND THE EXTENSION THEREOF, 323 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF TRACT F OF SAID ERIE COMMONS FILING NO. 5 2ND AMENDMENT;

THENCE NORTHWEST ALONG THE SAID SOUTH BOUNDARY LINE OF TRACT F, 1108 FEET TO A POINT ON THE SOUTH LINE OF SECTION 18 AND A POINT ON THE SOUTH BOUNDARY LINE OF ASSESSOR PARCEL 146718300024

THENCE EAST, NORTH AND EAST AGAIN ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ASSESSOR PARCEL 146718300024, 313 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD, ASSESSOR PARCEL 146718300007

THENCE NORTHWEST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, 200 FEET TO A POINT AT THE SOUTHEAST CORNER OF ASSESSOR PARCEL 146718300026 AND A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF THE REGIONAL TRANSPORTATION DISTRICT;

THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID ASSESSOR PARCEL 146718300026, 116 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF THE REGIONAL TRANSPORTATION DISTRICT;

THENCE NORTHWEST ALONG THE SAID NORTHERN RIGHT-OF-WAY LINE AND ITS EXTENSION THEREOF, 1518 FEET TO A POINT ON THE WEST FLOWLINE OF COUNTY ROAD NO. 1

THENCE NORTH ALONG THE WEST FLOWLINE OF SAID COUNTYLINE ROAD, 2152 FEET TO A POINT ON THE EXTENSION OF THE NORTH FLOWLINE OF EVANS STREET;

THENCE EAST ALONG THE SAID NORTH FLOW LINE OF EVANS STREET AND ITS EXTENSION, 2993 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF ASSESSOR PARCEL 14671800030;

THENCE SOUTH ALONG THE SAID WESTERLY BOUNDARY LINE OF SAID ASSESSOR PARCEL 14671800030, 491 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF ASSESSOR PARCEL 146718400005;

THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID ASSESSOR PARCEL 146718400005, 2551 FEET TO A POINT AT THE NORTHEAST CORNER OF THE SECOND SUPPLEMENTAL CONDOMINIUM MAP (THIRD PHASE) OF HUNTLEY CREEK CONDOMINIUMS, RECORDED AT RECEPTION NO. 2587749;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID HUNTLEY CREEK CONDOMINIUMS, 285 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE REGIONAL TRANSPORTATION DISTRICT, ASSESSOR PARCEL 146718400025;

THENCE NORTHEAST ALONG THE SAID THE NORTHERLY RIGHT-OF-WAY LINE OF THE REGIONAL TRANSPORTATION DISTRICT, 74 FEET TO A POINT AT THE SOUTH END OF SAID ASSESSOR PARCEL 146718400005;

THENCE SOUTHEAST ACROSS THE SAID NORTHERLY RIGHT-OF-WAY LINE OF THE REGIONAL TRANSPORTATION DISTRICT, 101 FEET TO A POINT AT THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID

REGIONAL TRANSPORTATION DISTRICT AND A POINT AT THE NORTHEAST CORNER OF THE WESTERLY ASSESSOR PARCEL 146718400007;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID ASSESSOR PARCEL 146718400007, 87 FEET TO A POINT AT THE NORTHEAST CORNER OF THE WESTERLY ASSESSOR PARCEL 146718400006;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF THE WESTERLY ASSESSOR PARCEL 146718400006, 115 FEET TO A POINT AT THE NORTHWEST CORNER OF THE SOUTHERLY ASSESSOR PARCEL 146718400007;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF THE SAID SOUTHERLY ASSESSOR PARCEL 146718400007, 274 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ERIE PARKWAY;

THENCE SOUTH 261 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 263 ACRES.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-223, **Version:** 1

Subject: Consent Agenda

A Resolution of the Board of Trustees of the Town of Erie Approving a Services Agreement with Sunland Asphalt & Construction, LLC for Concrete Maintenance Services

DEPARTMENT: Public Works

PRESENTER(S): Todd Fessenden, Public Works Director

Fiscal Information:

Cost as Recommended: \$ 390,300
Balance Available: \$ 390,300 (including rollover of unused 2022 budget)
Budget Line Item Number: 100-70-710-602100-100379
New Appropriation Required: No

STAFF RECOMMENDATION:

Approve the resolution.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2023 General Fund Streets Capital Budget includes funds for concrete repair services throughout the Town of Erie including curb, cross pans, and handicapped ramps. These contracts are competitively or State-bid and awarded. The contract allows for a renewal option for up to four consecutive years following the initial award (a total of five years). A proposed renewal occurs when both the Town and the Contractor/Vendor agree, the increased price is no more than 2% of the previous year line items or current Consumer Price Index increase and performed work was satisfactory.

The Town received pricing from Sunland Asphalt using the Gordian process. Staff use the pricing to identify work areas up to the budgeted amount.

Fiscal Impact:

The Town's Streets Division contract concrete repair work throughout the Town on an as-needed basis. This initial contract is for 2023 with a not-to-exceed amount of \$390,300. This contract will also automatically renew for four subsequent years pending prices are within the allotted increase amount, within the subsequent years approved budgeted amounts, and services are satisfactory for both parties.

Board Priority(s) Addressed:

- ✓ Well-Maintained Transportation Infrastructure

File #: 23-223, **Version:** 1

- ✓ Safe and Healthy Community
- ✓ Effective Governance
- ✓ Fiscally Responsible

Attachments:

- a. Resolution 23-048
- b. Agreement

**Town of Erie
Resolution No. 23-048**

**A Resolution of the Board of Trustees of the Town of Erie
Approving a Services Agreement Sunland Asphalt & Construction,
LLC for Concrete Maintenance Services**

Whereas, the 2023 Capital Budget includes funds for concrete maintenance services;

Whereas, concrete maintenance will be performed throughout the Town; and

Whereas, the Board of Trustees finds that it is in the best interest of the Town and the public health, safety and welfare to approve an Agreement for Services with Colorado Paving, Inc.

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

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

Adopted this 9th day of May, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Services
(2023 Concrete Maintenance Services)

This Agreement for Services (the "Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Sunland Asphalt & Construction, LLC, an independent contractor with a principal place of business at 1625 East Northern Avenue, Phoenix, AZ 85020 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

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

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

I. Scope of Services

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

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

II. Term, Termination, and Renewal

A. This Agreement shall commence on the Effective Date and shall continue through December 31, 2023 unless sooner terminated as provided herein.

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

C. Commencing on January 1, 2024, this Agreement shall automatically renew for 4 additional 12-month terms, unless prior to December 1 of any given year, either

Party provides notice that the Agreement will be terminated as of December 31 of that year. Contractor shall provide the Town with the proposed increase for the following year on or before November 1 of each year.

III. Compensation

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. For each renewal term, the unit prices listed in Exhibit B may not increase by more than 2% or the amount of inflation reported in the Denver-Boulder-Greeley Consumer Price Index, All Items, whichever is greater.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted level of competency presently maintained by others in the same or similar type of work in the applicable community.

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

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

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all

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

VI. Independent Contractor

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

VII. Insurance

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

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

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

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

VIII. Indemnification

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

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

DocuSigned by:

Donald Manee

7650E114A935489...

By:

Colorado Division Manager

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2023, by _____ as _____ of Sunland Asphalt & Construction, LLC.

My commission expires:

(Seal)

Notary Public

Exhibit A Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall perform concrete repair and replacement as identified by the Public Works Department.

Exhibit B Compensation

Contractor shall be paid based on the unit prices listed below.

No	Description	Units	Unit Price
1	R&R 24 in. Vertical Curb & Gutter	LF	\$48.88
2	R&R 30 in. Vertical Curb & Gutter	LF	\$57.26
3	R&R 36 in. Vertical Curb & Gutter	LF	\$64.68
4	R&R 30 in. Mountable Curb & Gutter	LF	\$55.93
5	R&R 36 in. Mountable Curb & Gutter	LF	\$70.23
6	R&R Pedestrian / Handicap Ramps	SF	\$32.77
7	R&R Truncated Domes	SF	\$429.73
8	R&R 10 in. Thick Cross Pan	SF	\$27.26
9	R&R 6 in. Thick Sidewalk	SF	\$19.16
10	R&R 7 ft Combination Curb, Gutter & Sidewalk	LF	\$35.95
11	R&R 6 ft 6 in Combination Curb, Gutter & Sidewalk	LF	\$35.45
12	R&R 6 in Depth Asphalt Patch Back	SF	\$10.02
13	R&R 8 in Depth Asphalt Patch Back	SF	\$7.67
14	R&R Overlay Asphalt Patch Back	SF	\$-
15	R&R Subgrade Over Excavation	SY	\$134.45
16	Saw cutting	LF	\$2.36
17	Milling/Grinding Trip Hazard	LF	\$16.47
18	Mobilization	LS	\$4,000.00
19	Traffic Control	LS	\$- *
20	R&R Inlet Type R Top (Double Inlet)	EA	\$6,500.00
21	R&R 7 ft 6 in Combination Curb, Gutter & Sidewalk	LS	\$35.95
22	R&R Inlet Type R Top (7')	EA	\$4,500.00
	R&R = Remove and Replace		

* Pricing for traffic control will be determined per site.

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



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-228, **Version:** 1

Subject: Consent Agenda

A Resolution of the Board of Trustees of the Town of Erie Approving the First Amendment to the Professional Services Agreement with Wold Architects and Engineers for Design of the Town Hall Expansion Project

DEPARTMENT: Public Works

PRESENTER(S): Todd Fessenden, Public Works Director

Fiscal Summary:

Cost as Recommended:	\$ 200,213
Balance Available:	\$ 4,753,500
Budget Line Item Number:	310-70-440-605000-100199
New Appropriation Required:	No

STAFF RECOMMENDATION:

Approve the amendment.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On June 14, 2022, the Board approved a Professional Services Agreement with Wold Architects and Engineers for the Town Hall Expansion design.

This First Amendment to the Professional Services Agreement includes the design and coordination to add approximately 6,370 SF as a garden level third story on the building addition and the various connections from upper floors to that additional space. Approximately 1,600 SF of the garden level will be finished space for a breakroom, mother's room, and locker room. The remaining 4,770 SF will be shelled future tenant space with a separate entry, toilet room, and basic mechanical and electrical services.

Staff recommends approving the First Amendment with Wold Architects and Engineers for design of the Town Hall Expansion project to cover this expanded scope.

Fiscal Impact:

Pending approval of the rollover of unused 2022 funds in the 2023 First Supplemental budget, \$4,753,500 will be available in the 2023 CIP Budget for these services.

Original Contract Amount	\$ 833,633
First Amendment	<u>\$ 200,213</u>
Agreement Total	\$1,033,846

Board Priority(s) Addressed:

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

Attachment(s):

1. Resolution 23-051
2. First Amendment

**Town of Erie
Resolution No. 23-051**

**A Resolution of the Board of Trustees of the Town of Erie
Approving the First Amendment to the Professional Services
Agreement with Wold Architects for Design of the Town Hall
Expansion Project**

Whereas, On June 14, 2022, the Board approved a Professional Services Agreement with Wold Architects and Engineers for the Town Hall Expansion design;

Whereas, additional services are needed to complete final design; and

Whereas, the Board of Trustees finds that it is in the best interest of the Town and the public health, safety and welfare to approve a First Amendment for with Wold Architects and Engineers.

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

Section 1. The First Amendment to Professional Services 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 Agreement for Services on behalf of the Town.

Adopted this 25th day of April, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

First Amendment to Agreement for Professional Services

This First Amendment to Agreement for Professional Services (the "First Amendment") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Wold Architects and Engineers, an independent contractor with a principal place of business at 1553 Platte Street, Suite 201, Denver, CO 80202 ("Wold") (each a "Party" and collectively the "Parties").

Whereas, on June 14, 2022, the Parties entered into an Agreement for Professional Services (the "Agreement");

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

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

1. Scope of Work. Exhibit A to the Agreement is hereby amended by the inclusion of the following additional items in the Scope of Work.

- Addition of 6,370 SF garden level to building addition
- Structural alterations analysis and design

2. Compensation. Exhibit B to the Agreement is hereby amended to increase the maximum amount of compensation to \$1,033,846, allocated as follows:

Original Contract Amount:	\$ 833,633
1 st Amendment:	<u>\$ 200,213</u>
Total New Contract Amount	\$1,033,846

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

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

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Wold Architects and Engineers

DocuSigned by:

7EEF4BBBCAAD49B...

Roger Schroepfer, Partner

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ___ day of _____, 2023, by _____ as
_____ of Wold Architects and Engineers.

My commission expires:

(Seal)

Notary Public



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-269, **Version:** 1

SUBJECT:

Presentation of 90 Second Celebration Video

DEPARTMENT: Town Administration

PRESENTER(S): Melissa Wiley, Deputy Town Administrator

TIME ESTIMATE: 5 minutes

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This will be a brief presentation of a video highlighting Town staff accomplishments from the last month.

BOARD PRIORITY(S) ADDRESSED:

- ✓ Small Town Feel
- ✓ Safe and Healthy Community



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-071, **Version:** 1

SUBJECT:

Proclamation on Police Week and Peace Officers' Memorial Day May 14-20, 2023

DEPARTMENT: Police

PRESENTER: Kim Stewart, Police Chief
Trustee Ari Harrison, Sponsor

TIME ESTIMATE: 5 min

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Congress and President of the United States have designated May 15, 2023, as Peace Officers' Memorial Day and the week in which it falls as Police Week. The members of the Town of Erie Police Department play an essential role in safeguarding the rights and freedoms of the community members of Erie.

Board Priority(s) Addressed:

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

Attachment(s):

1. Proclamation



POLICE WEEK AND PEACE OFFICERS' MEMORIAL DAY PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15, 2023 as Peace Officers' Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the Town of Erie Police Department members play an essential role in safeguarding the rights and freedoms of community members in Erie; and

WHEREAS, it is important all community members know and understand the duties and responsibilities of their police department, and members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception, oppression or intimidation; and

WHEREAS, the women and men of the Town of Erie Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Mayor Justin Brooks of The Town of Erie do hereby proclaim May 14th through May 20th, 2023 to be Police Week and May 15th, 2023, as Peace Officers' Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of their duties. I urge every resident to join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all community members.

DATED THIS 9th DAY OF MAY, 2023

Justin Brooks, Mayor

ATTEST:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-035, **Version:** 1

SUBJECT:

Erie Transit Update and Pilot Service Overview

DEPARTMENT: Planning & Development Department

PRESENTER(S): Carlos Hernandez, Transportation Manager
Miguel Aguilar, Senior Transportation Planner

TIME ESTIMATE: 30 minutes

STAFF RECOMMENDATION:

None. Informational item only.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town's current Transportation Plan identifies new regional and local transit routes to enhance mobility and transportation choices in Erie over the next decade. The transportation planning team collaborated with local and regional agencies to identify strategic actions and funding to advance new transit services over the next four years as pilot programs.

Town staff analyzed the Erie's transit context and researched potential transit alternatives. Staff concluded that:

- One bus route, the JUMP, services a small portion of the Town with infrequent service;
- Approximately 5,000 of the Town's 32,000 residents have access to a bus stop according to transit standards;
- The Town has a high percentage of the population under the age of 18;
- Ten percent of Erie's population is over the age of 65;
- Erie High School lies within the service area of the Denver Regional Transportation District (RTD) but is not served by RTD;
- RTD reported an increase in paratransit rides in Erie over the past several years;
- No transit services exist on CO 7;
- CO 7 is identified by the Colorado Department of Transportation (CDOT) and Denver Regional Council of Governments (DRCOG) as a priority multimodal corridor; and
- Innovative transit operations exist for a community like Erie.

Staff has proposed several short-term actions to expand transit operations in Erie, including:

1. Partner with RTD to extend the JUMP Route to Erie High School;

2. Partner with Boulder County to include Erie in the 'Super Flex Ride' Project; and
3. Conduct a Gateway/I-25 area transit study.

In addition to these short-term actions, the Town recently obtained grant funding for multiple pilot services and innovative delivery of transit services. This includes micro-transit service and flex ride services that offer on-demand curb-to-curb transit service with e-vehicles and small transit vehicles.

Town staff secured \$1.4 million in DRCOG grant funding to pilot a new local transit service beginning in 2023. That service would provide free fare to riders for trips within Erie. The service launch is scheduled to begin September 2023, and will operate through December 2026. If the pilot service results in a cost-per-rider calculation comparable to the other Flex Ride services offered by RTD in the first two years, then staff will collaborate with RTD to request they co-fund service after the grant funding ends. If RTD funding is not available after 2026, staff will continue to apply for DRCOG funding to operate the service.

In addition, Town staff partnered with Boulder County to secure DRCOG grant funding for a southeast Boulder 'Super Flex Ride' and Bus Rapid Transit service operations on State Highway 7.

Combined, the DRCOG grants require a total of \$485,000 of matching funds from the Town. This includes \$250,000 in 2023, and \$235,000 to be distributed over 2024, 2025, and 2026, in amounts to be determined.

Fiscal Impact:

None at this time

Board Priority(s) Addressed:

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

Attachment(s):

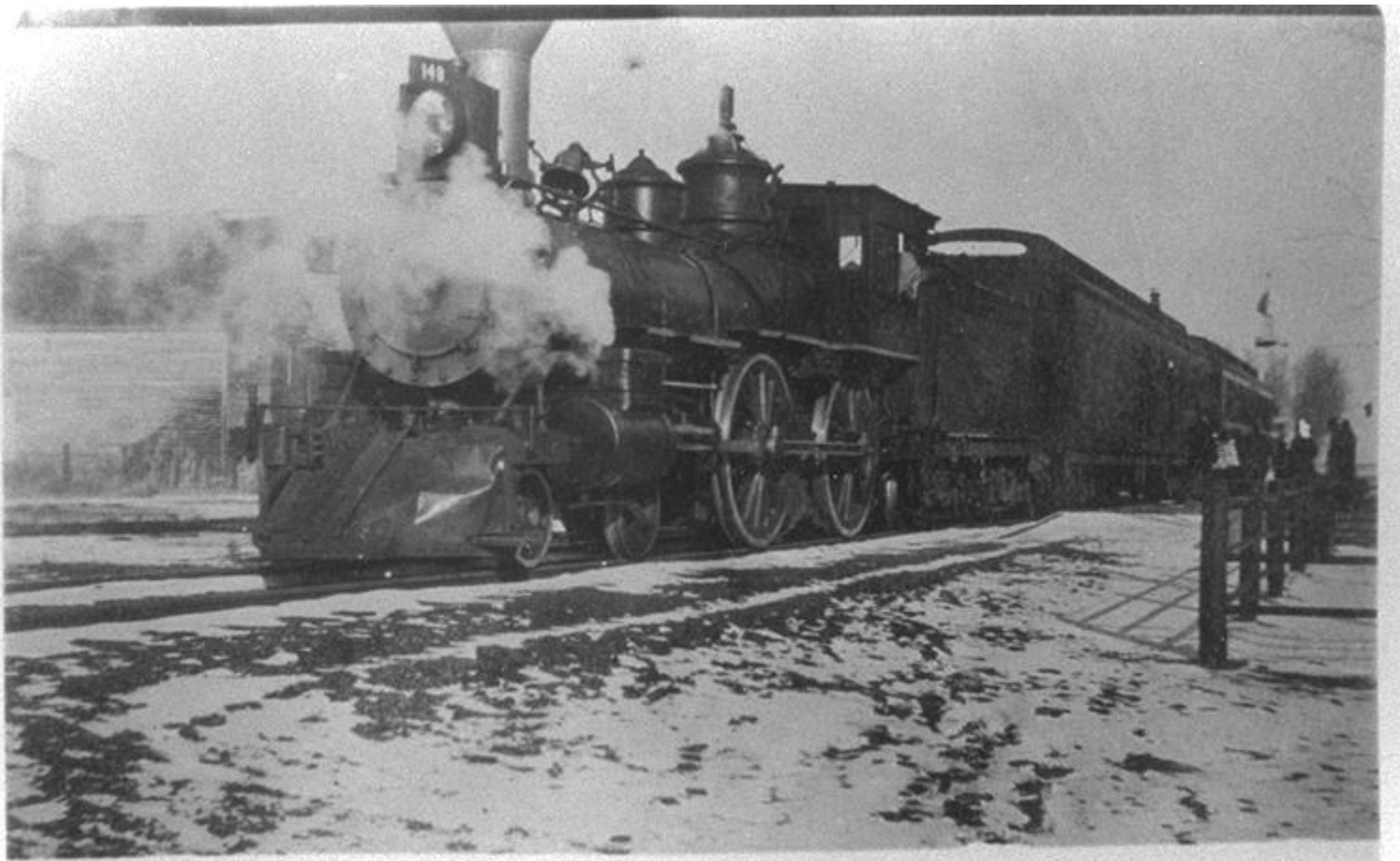
1. Erie Transit Presentation



ERIE
COLORADO

Transit Service Pilot Project

May 2023
Town Board Presentation



Downtown Erie Denver Pacific Spur Railroad 1870



Downtown Erie Denver Pacific Spur Railroad 1870



ERIE
COLORADO

Background

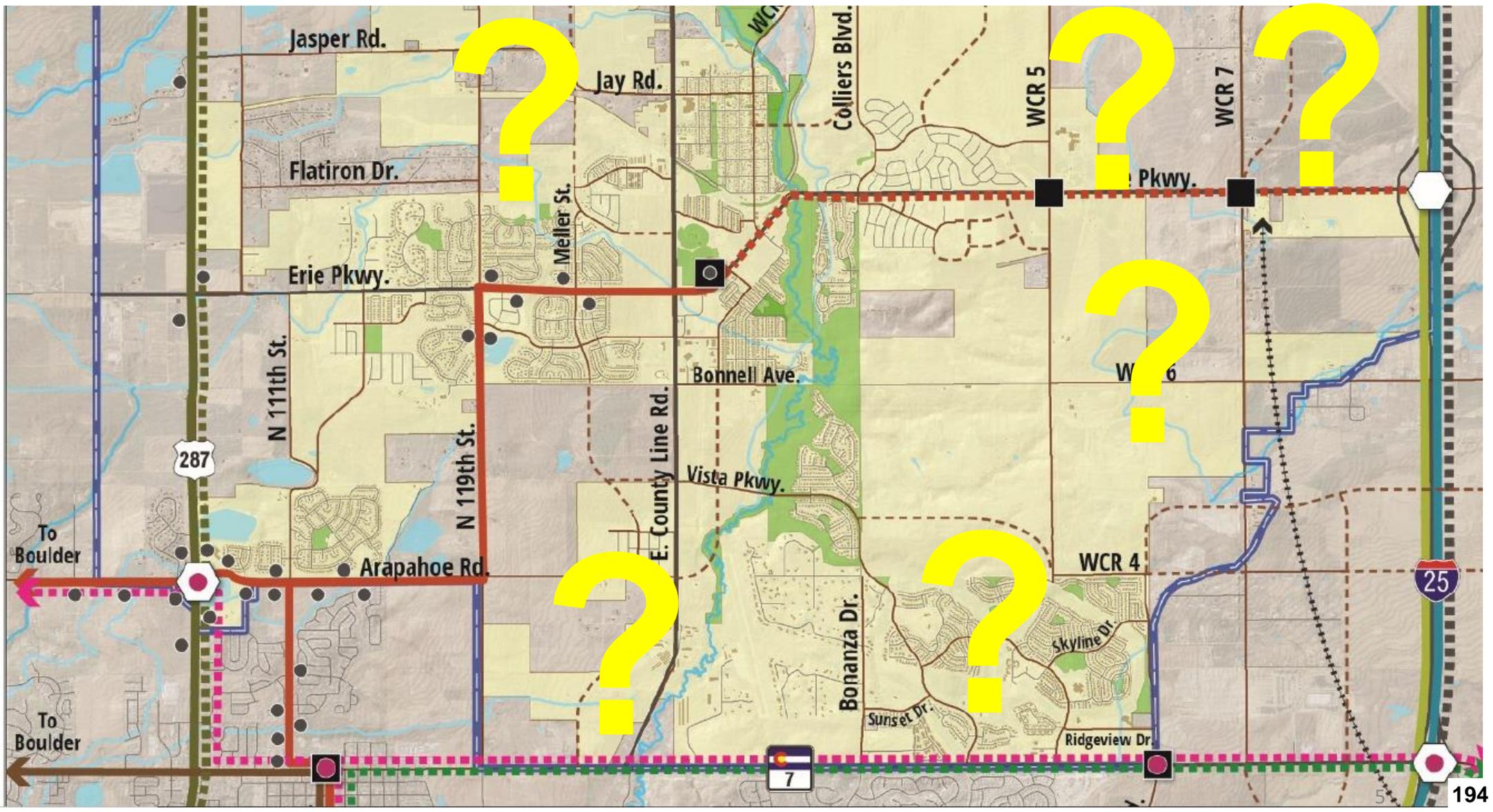


2018 TMP Proposed Transit Network

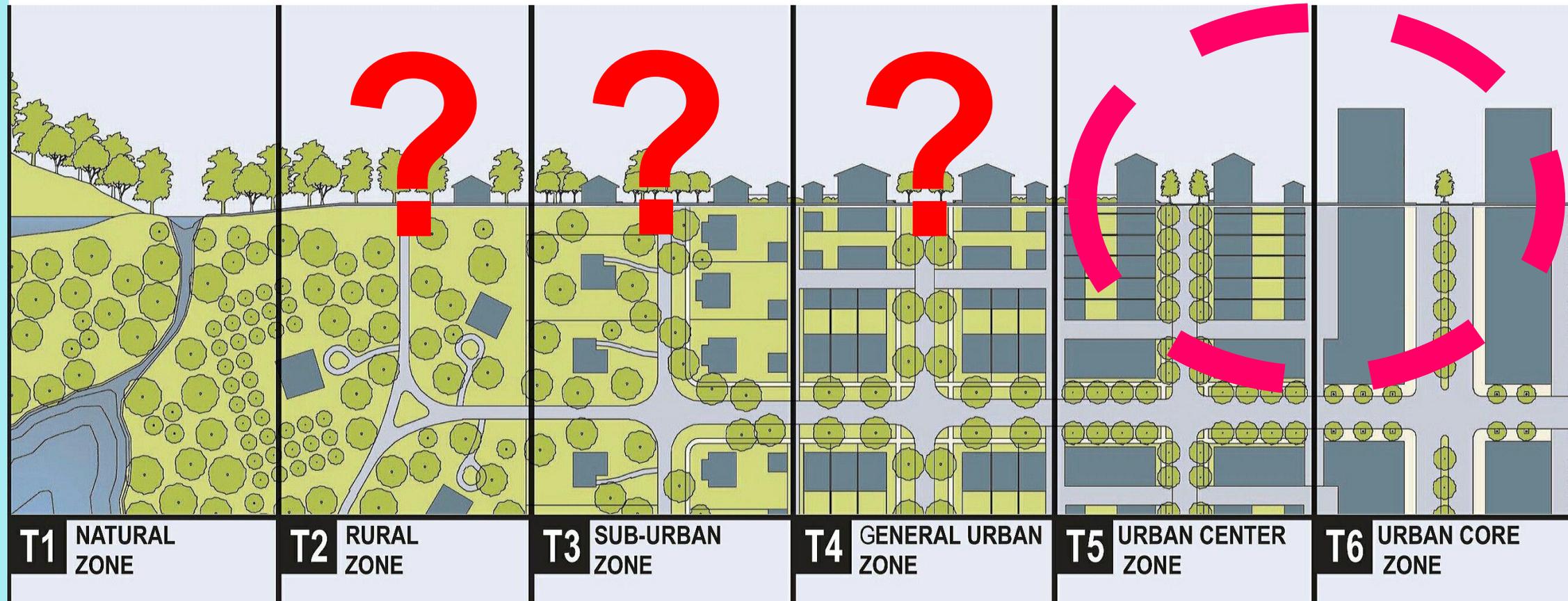


- SH 7 BRT Station
- Mobility Hub
- Micro-mobility Hub
- ⋯ North Metro Rail Extension

- Potential Transit Services:**
- ⋯ JUMP Extension
 - ⋯ US 287 BRT
 - ⋯ SH 7 BRT
 - ⋯ I-25 BRT
 - ⋯ SH 7 Local Route (Interim)
- JUMP
 - L, LX
 - LSX
 - 225
 - BUSTANG (CDOT)



Transit Oriented Development @ bus+rail

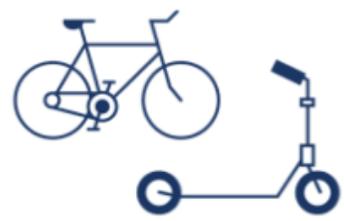


Improve First and Final Mile Access



Micromobility

0-5 miles



BIKES & SCOOTERS



60% of trips in the US

Medium distance

5-15 miles



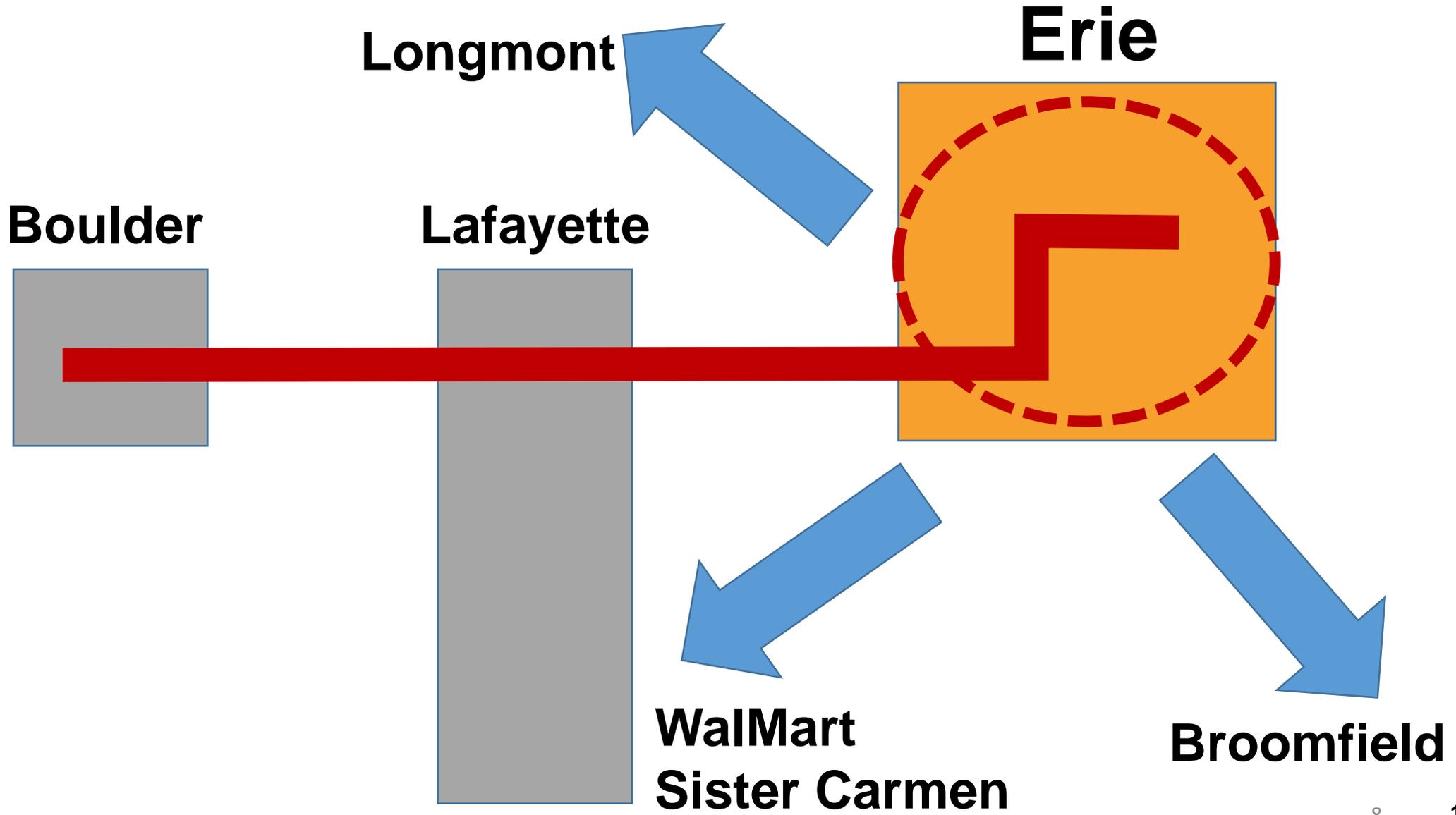
RIDE HAILING



25% of trips in the US



Erie has 28,000 annual transit trips





22,000 annual total JUMP trips (6% of all JUMP Trips)





3,800 annual total RTD paratransit trips

WHAT IS ACCESS-A-RIDE?

Access-a-Ride is RTD's ADA complementary paratransit service. It is a shared-ride service intended for those who cannot use regular fixed-route bus/light rail service due to a disability.

Year	Trips To or From Erie	Trips To Erie	Trips From Erie
2017	134	68	66
2018	2398	1161	1238
2019	2552	1260	1292
2020	915	488	429
2021	1131	557	574
2022	3771	1856	1925





RTD Access-a-Ride Erie Destinations*

Drop-off Location	Trips To Erie
STARBUCKS, 3336 Arapahoe Rd	142
LOWES, 2910 Arapahoe Rd	95
SAFEWAY, 3333 Arapahoe Rd	22
671 Mitchell Way	15
COST CUTTERS, 3335 Arapahoe Rd	5
COAL CREEK FAMILY DENTAL, 440 Erie Pkwy	4
ERIE MEDICAL CENTER, 101 Erie Pkwy	4
DAIRY QUEEN, 3335 Arapahoe Rd	3
ST. LUKES CHURCH, 722 Austin Ave	2

Pickup Location	Trips From Erie
STARBUCKS, 3336 Arapahoe Rd	299
SAFEWAY, 3333 Arapahoe Rd	116
LOWES, 2910 Arapahoe Rd	91
COST CUTTERS, 3335 Arapahoe Rd	5
COAL CREEK FAMILY DENTAL, 440 Erie Pkwy	4
DAIRY QUEEN, 3335 Arapahoe Rd	3
ERIE MEDICAL CENTER, 101 Erie Pkwy	3
ST. LUKES CHURCH, 722 Austin Ave	2
234 Castro Pl	1

****30% of trips known***



1,300 annual total VIA paratransit trips





700 annual Town Day Trip Rides





Erie RTD Funding



	JUMP Ridership	RTD Erie Other Service	Total Erie Ridership
ERIE RTD USAGE	22,000 rides	5,300 rides	27,300 rides
	JUMP bus trips	RTD Erie other bus trips	Total Erie bus trips
ERIE RTD BUS TRIPS	9,000 bus trips	5,300 bus trips	14,300 bus trips
	RTD's JUMP Cost	RTD Other Erie Trip Cost	RTD Total cost for Erie Services
ERIE RTD COST	\$1.3M	\$800K	\$2.1M

	Annual Taxable Expenses per Erie Household	Annual RTD Sales Tax Paid (1.1%) excluding vehicles	Erie Households paying RTD Sales Tax	
ERIE RESIDENT RTD CONTRIBUTIONS	\$67,000	\$737	10,000	\$7.3M



Why do we need transit service?

Systemic Factors

- **Spatial Factors**
 - More Parking, Less Uses
 - Costs of personal vehicles
 - Mismatch
 - Sprawl
- **Financial Factors**
 - ~\$10,000/year to own and Operate a vehicle
 - Wealth building and stability impacts



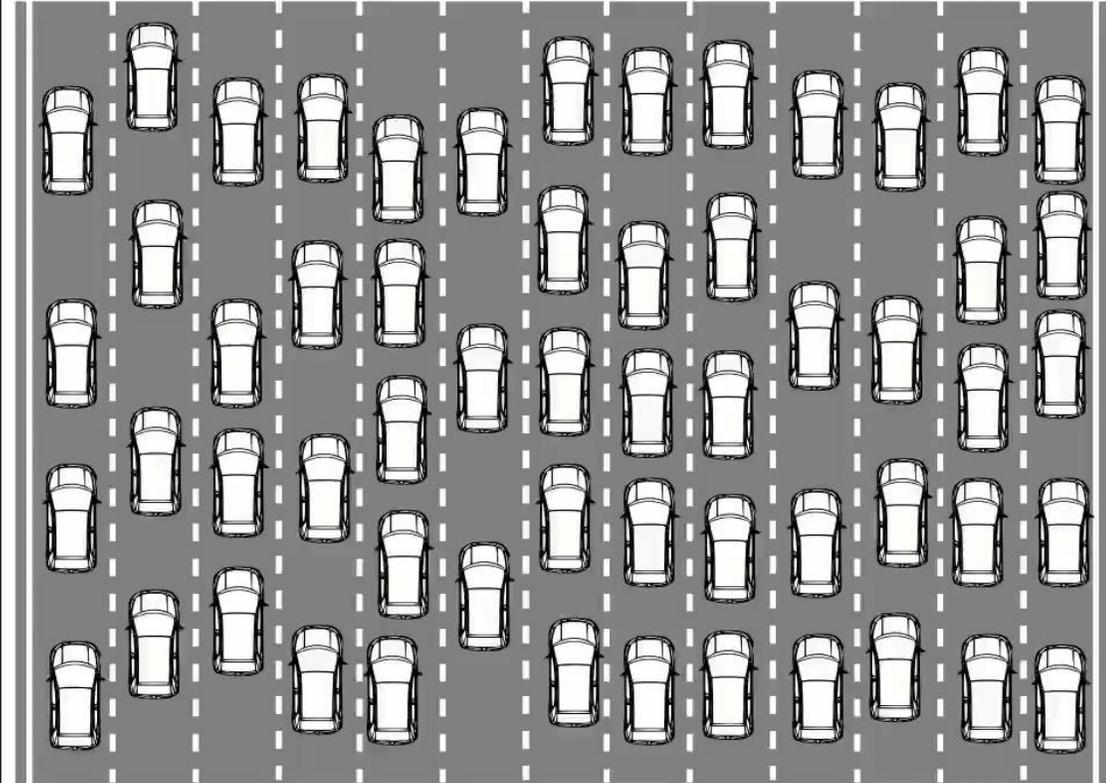
Source: SPUR



Systemic Factors

- **Health Factors**
 - Pollution
 - Fatalities and crashes
 - Health outcomes
- **Social Factors**
 - Economic success
 - Business activities
 - Aging in place
 - Housing security

SCHRÖDINGER'S ROAD SPACE



**TAKING AWAY SPACE FROM CARS WHILE
GIVING THEM MORE SPACE AT THE SAME TIME**

21st
Century
City

urbanthoughts

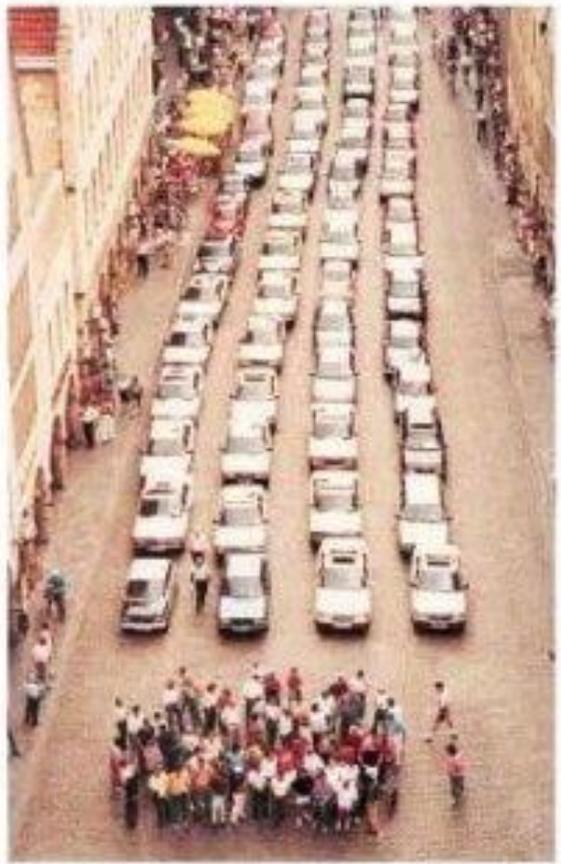


Expenditures

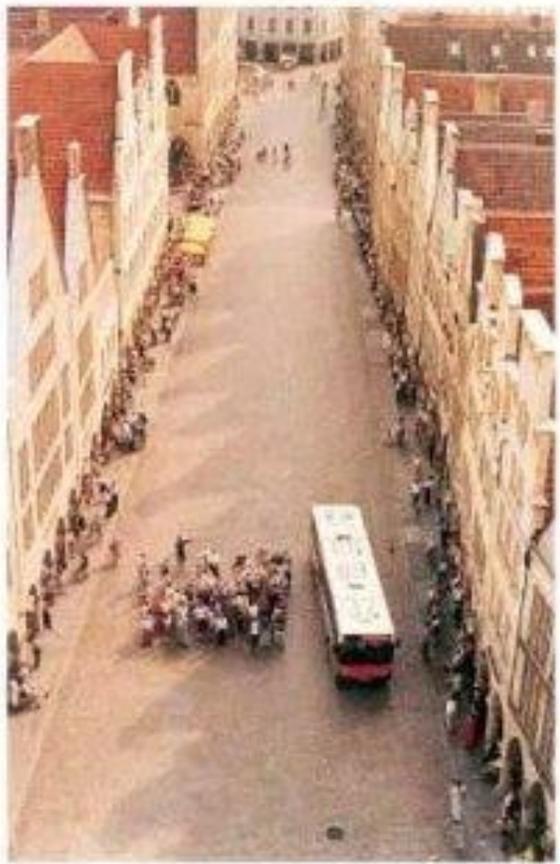
	First	Second	Third	Fourth	Fifth
<i>Total average annual expenditures</i>	\$26,399	\$39,968	\$51,729	\$69,131	\$118,781
One Vehicle (\$5,000)	19%	13%	10%	7%	4%
Two Vehicles (\$10,000)	38%	25%	19%	14%	8%

Source: Bureau of Labor Statistics; Todd Litman, Planetizen (2020)

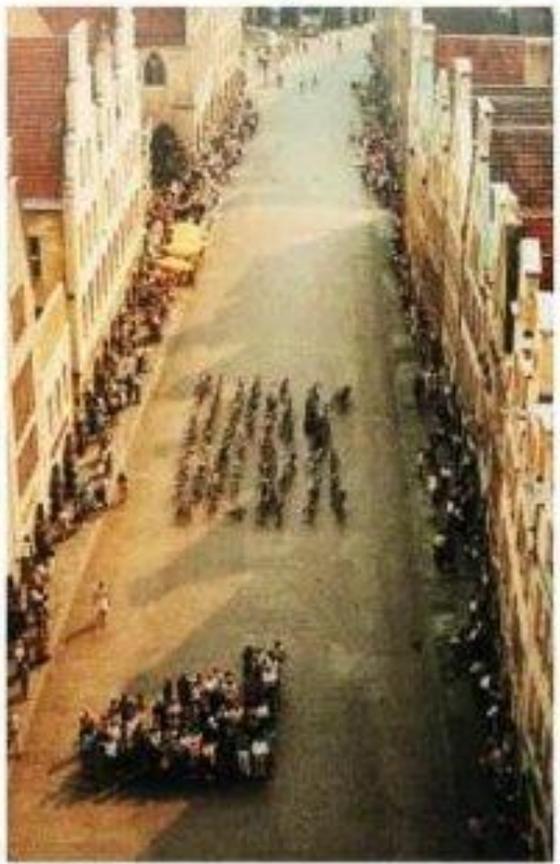
Amount of space required to transport the same number of passengers by car, bus or bicycle.



Car?



Bus?



Bicycle?

(Poster in city of Muenster Planning Office, August 2001)

Credit: Press-Office City of Münster, Germany

Tweens + Teens

- Over 30% of Erie's population is under 18 years of age
- Erie High School only school in BC without transit service
- Teens living in homes in Weld County don't have transit service to Town and Rec Center



Older Americans

- Over 10% of Erie's population is over 65 years of age
- Medical appointments, grocery shopping and social engagements



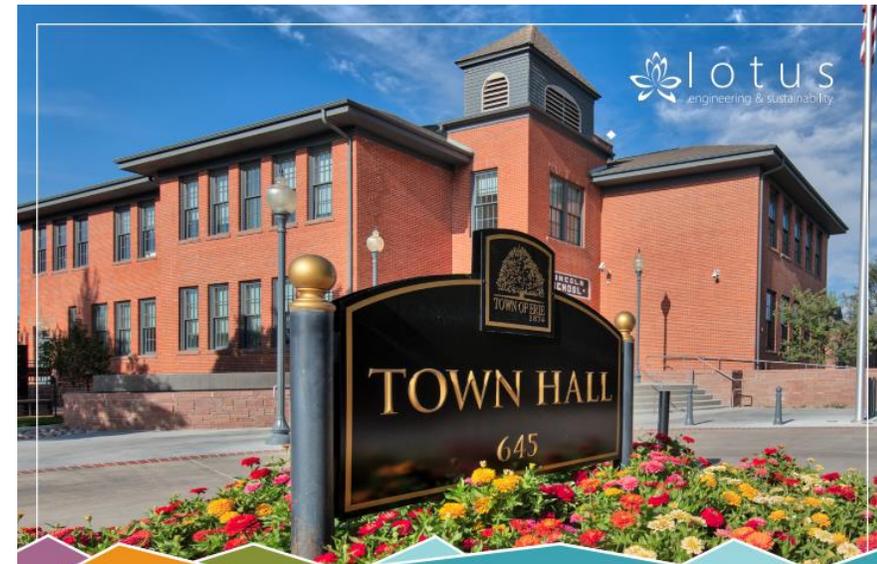
Mixed-Use Places

- Gateway: Over million square feet with 5,000 employees?
- Downtown: Coal Creek Park Events and business district
- Embedded along future regional bus and rail routes
- Future community places for tweens, teens and older adults



Sustainability

- “Provide options to increase the use of alternative modes”
- “Work with regional partners to reduce congestion and single-occupancy vehicle use”
- “Support the development of the local economy to reduce commuting outside of Erie?”



ERIE'S SUSTAINABILITY PRIORITIES & TARGETS

TRANSPORTATION SECTOR

Erie's transportation sector has two subtopics and four related priorities that Erie will work to accomplish in the coming years.



What is the community telling us about transit?

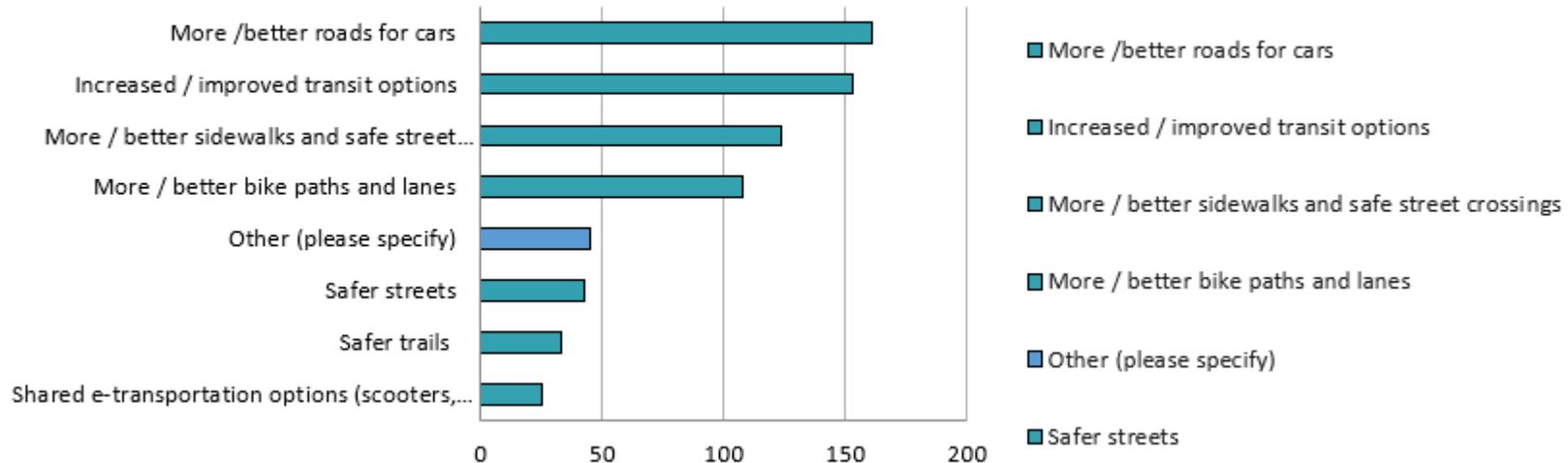
Question: What travel option would you consider to replace driving your car to run an errand (grocery store, post office, recreation center, restaurant, etc.)?

- Fall 2024 Travel Survey



■ Bike (55%) ■ Transit (24%) ■ Walk (21%)

6) What is the most important change you'd like to see around transportation? (select top response)



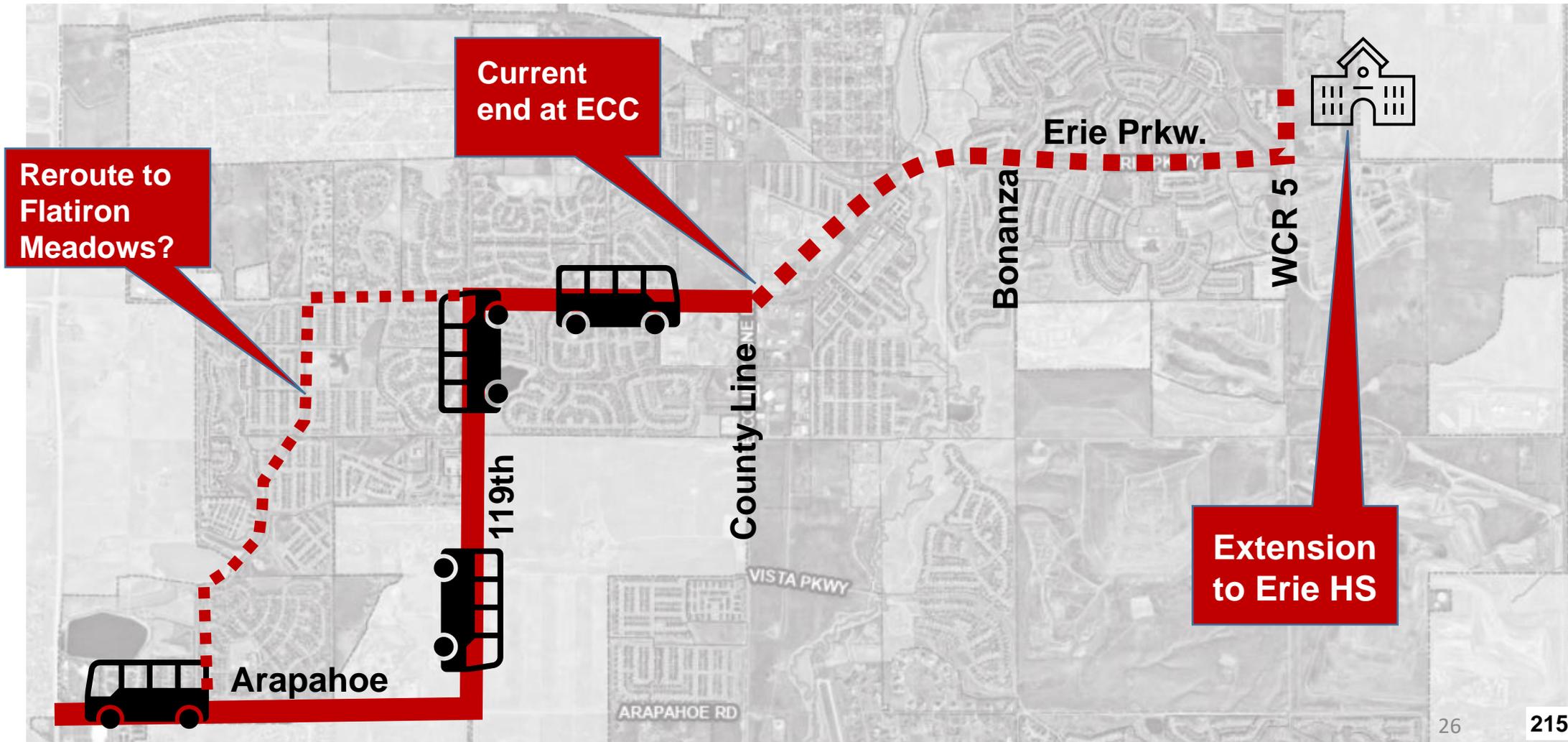
- December 2024 Elevate Erie Survey



ERIE
COLORADO

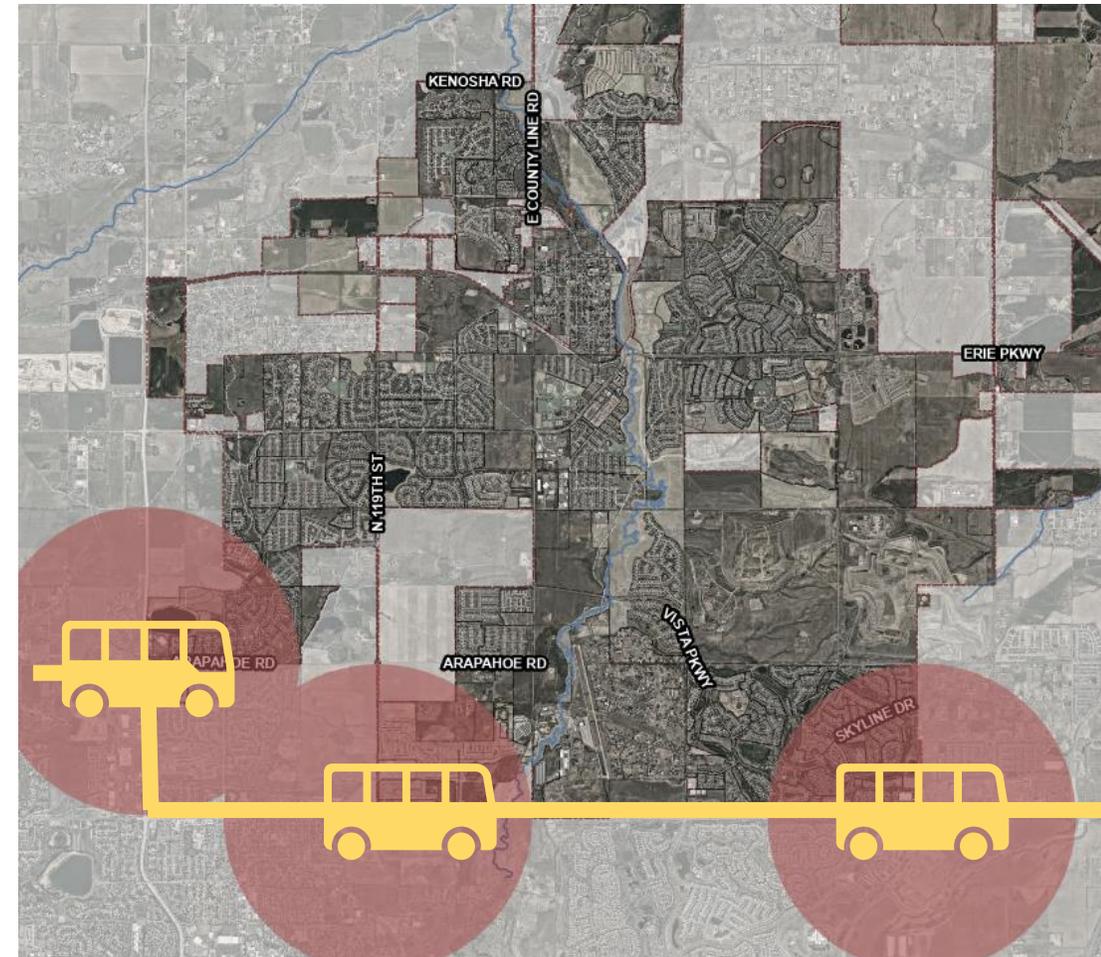
Pilot Transit Network

RTD JUMP Extension to Erie High School



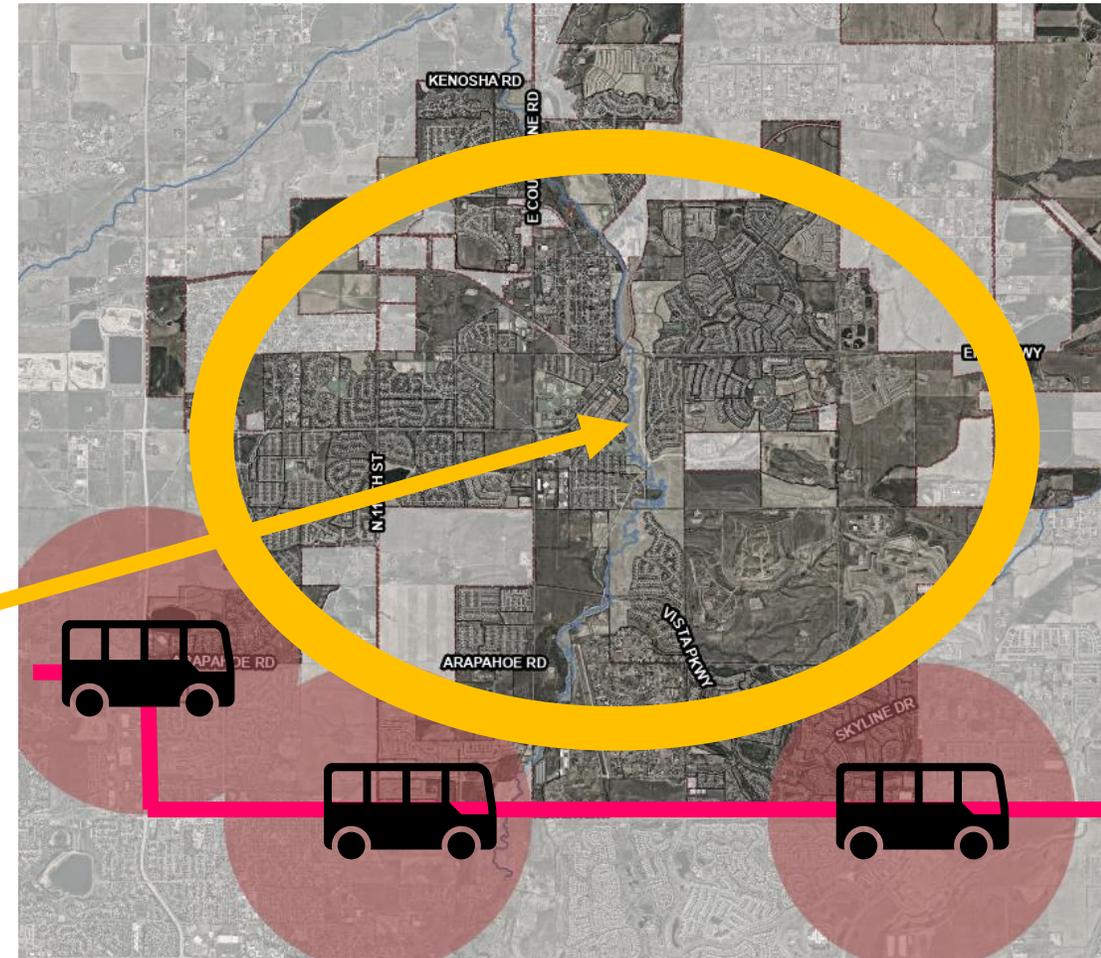
State Highway 7 Bus Rapid Transit (BRT)

- 12 stations Brighton and Boulder + Bustang on I-25
- 5,000 Erie homes withing 1 mile at 2025 launch
- 30-minute service Monday to Friday 12 hours per day
 - Weekend service available in 2026



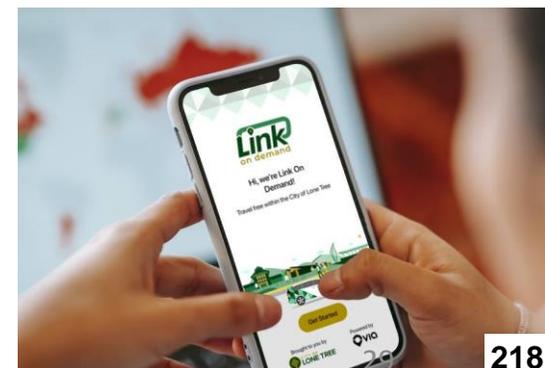
Connection to BRT

- 5,000 Erie homes located within 1 mile of SH 7 BRT when it launches in 2025
- Erie Flex Ride connects all of Erie to BRT stations for the first or last mile of a trip



Flex Ride Service + Micro Transit Pilot

- Localized transit service
- Curb to curb service
- Similar to uber and lyft
- Reserve a ride online, via phone number or mobile app



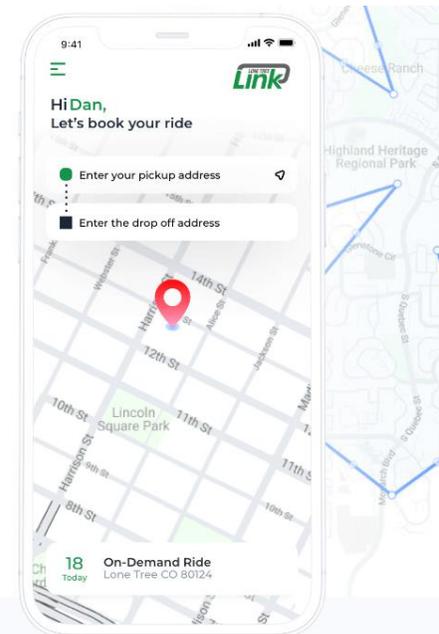
Flex Ride + Micro Transit Operations

- Fares: free to rider
- Service Area: All of Erie
- Service Days: Monday-Friday
- Service Hours: 10 hours day
- 3 Reservation methods
- Curb to Curb Service
- Two and one-way trips

Microtransit

On-Demand Microtransit App

What is Microtransit? Microtransit is a convenient, more efficient way to access public transportation. Also ordered via a ride-hailing app, Microtransit is a viral traffic-reducing alternative to buses and Uber. fieldd's On-Demand Microtransit Software is best-in-class for user experience, customization, and automation.



Flex Ride + Micro Transit Operations

Turnkey service providers will offer:

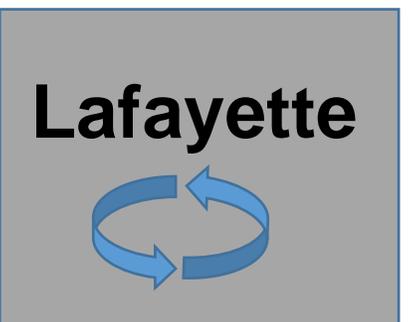
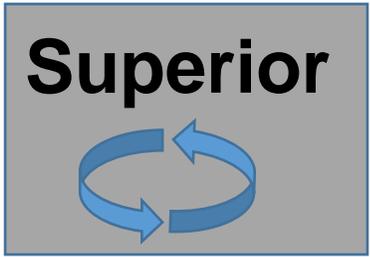
- Wheelchair accessible vehicle in fleet
- Trained drivers
- Mobile app with phone dispatcher
- Monthly reports on ridership, origins, destinations

Commuting Solutions and North Area Transportation Alliance:

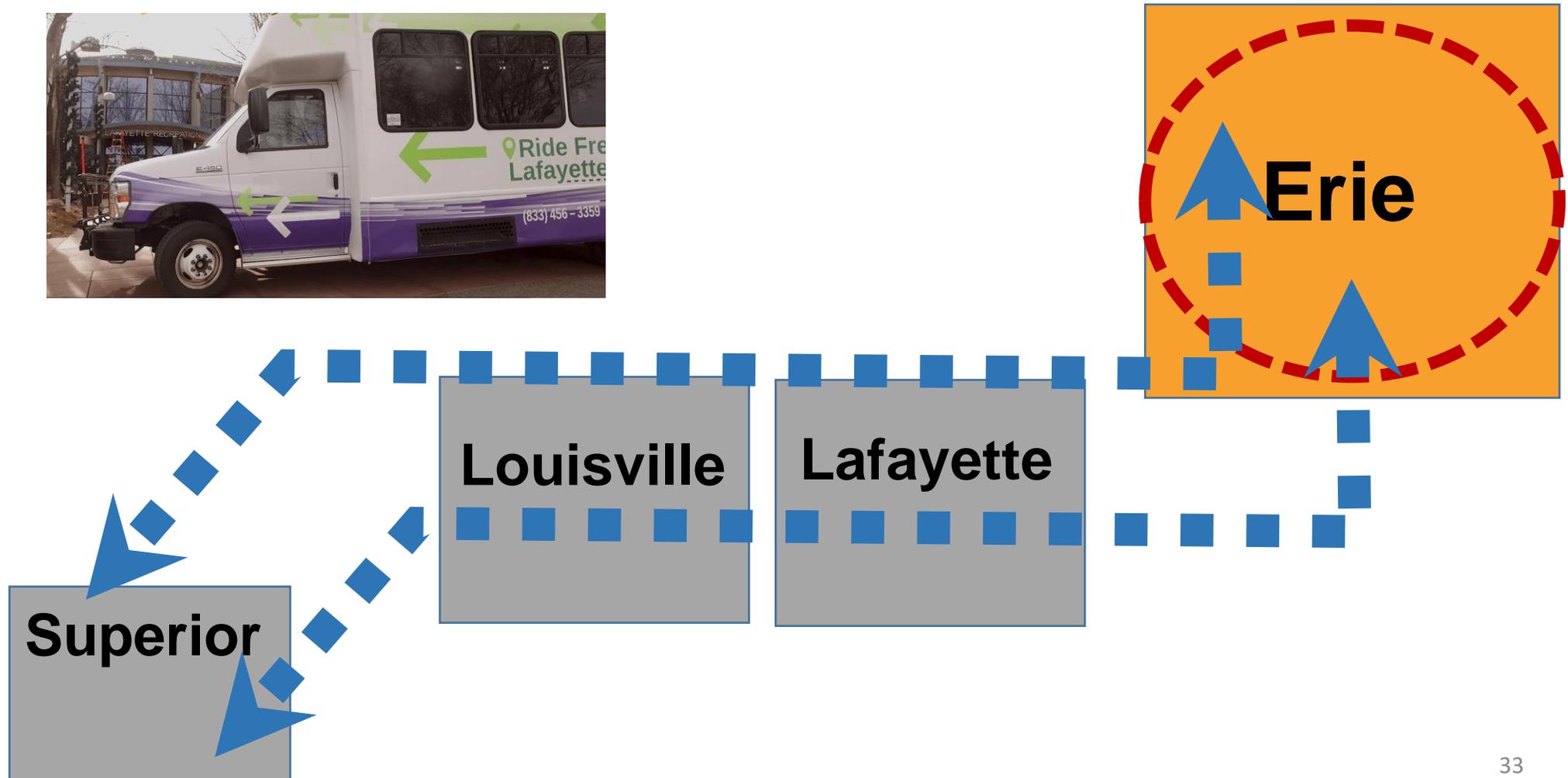
- Launch event support
- Marketing and user support
- Advertise service



RTD Flex Ride - Current Conditions



Boulder County Super Flex





ERIE
COLORADO

2023 Funding Request



Four Year Transit Funding Plan

September 2023 into December 2024

\$250,000 Town general fund match @ mid-year

\$200,000 HHS grant (available in July)

\$450,000 Total funding for starter pilot service

Jan 2025 to December 2026

\$232,500 Town general fund match spread over 2 years

\$14,200,000 DRCOG grants

\$14,500,000 Total funding for expanded pilot service and CO 7 BRT service



2023 Implementation Schedule

May

- Information sessions with service providers
- Prepare RFP for pilot service providers
- Identify preliminary service plans, branding and other details
- Community outreach (zoom and pop up at ECC)

June

- Revise preliminary service plans and branding
- Community outreach (zoom and pop up ECC)

July/August

- Issue RFP for a service provider
- Select vendor and begin prelaunch activities

September/October Service Launch



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-267, **Version:** 1

SUBJECT:

PUBLIC HEARING: An Ordinance of the Board of Trustees of the Town of Erie Providing for the Supplemental Appropriation of Money to Various Funds for the 2023 Budget Year

DEPARTMENT: Finance

PRESENTER: Cassie Bethune, Finance Manager

TIME ESTIMATE: 20 minutes

FISCAL SUMMARY:

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

STAFF RECOMMENDATION:

Staff recommends the Board of Trustees approve the ordinance that provides for a supplemental appropriation for the 2023 budget year.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie adopted the 2023 Budget on Nov. 15, 2022. Typically, at least twice yearly, staff reviews the adopted budget and year-to-date actual revenues and expenditures to determine if changes to the adopted budget are required. Based on these reviews, staff proposes supplemental appropriations to update the budget to reflect actual revenues and expenditures of the prior and current year, year-to-date Board of Trustee actions, and projected revenues and expenditures for the remaining fiscal year. In this case we are also proposing adding positions and capital expenditures we discussed during the 2023 Budget process, but held off including in the Budget until we were more certain ongoing revenues would be strong enough to support such expenditures on an ongoing basis.

The 2023 1st Supplemental Appropriation represents staff's conservative and prudent estimates for providing on-going, high-quality services to residents, businesses, and visitors for 2023. Although some data is presented as the total of all funds, each fund is independent of the other funds. Commentary on the requested changes and supporting financial schedules are attached.

Fiscal Impact:

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

Board 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. Budget Cover memo
2. PowerPoint Presentation
3. Budget Schedules
4. Ordinance -2023 and Schedule A

**Town of Erie
Ordinance No. ____-2023**

**An Ordinance of the Board of Trustees of the Town of Erie
Providing for the Supplemental Appropriation of Money to Various
Funds for the 2023 Budget Year**

Whereas, on November 15, 2022, the Board of Trustees adopted the Town's 2023 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 2023 budget; and

Whereas, on May 9, 2023, the Board of Trustees held a properly-noticed public hearing on the supplemental appropriation.

Now be it Ordained by the Board of Trustees of the Town of Erie, Colorado, that:

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 Board of Trustees 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 Board of Trustees 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 30 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this 9th day of May, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

SCHEDULE A

	2023 Original Budget	1st Supplemental Appropriation	2023 Revised Budget
Revenues:			
General Fund			
From unappropriated surpluses	\$ 48,754,830	\$ -	\$ 48,754,830
From sources other than property taxes	43,105,483	945,000	44,050,483
From general property tax	5,460,000	-	5,460,000
Total General Fund	97,320,313	945,000	98,265,313
Water Fund			
From unappropriated surpluses	110,061,555	-	110,061,555
From sources other than property taxes	29,447,192	-	29,447,192
From general property tax	-	-	-
Total Water Fund	139,508,747	-	139,508,747
Wastewater Fund			
From unappropriated surpluses	32,595,749	-	32,595,749
From sources other than property taxes	11,330,350	-	11,330,350
From general property tax	-	-	-
Total Wastewater Fund	43,926,099	-	43,926,099
Storm Drainage Operating Fund			
From unappropriated surpluses	8,536,643	-	8,536,643
From sources other than property taxes	1,875,195	275,886	2,151,081
From general property tax	-	-	-
Total Storm Drainage Operating Fund	10,411,838	275,886	10,687,724
Airport Fund			
From unappropriated surpluses	(137,878)	-	(137,878)
From sources other than property taxes	294,000	-	294,000
From general property tax	-	-	-
Total Airport Fund	156,122	-	156,122
Parks Improvement Impact Fund			
From unappropriated surpluses	8,713,107	-	8,713,107
From sources other than property taxes	2,602,300	-	2,602,300
From general property tax	-	-	-
Total Parks Improvement Impact Fund	11,315,407	-	11,315,407
Public Facilities Impact Fund			
From unappropriated surpluses	9,391,364	-	9,391,364
From sources other than property taxes	1,475,400	-	1,475,400
From general property tax	-	-	-
Total Public Facilities Impact Fund	10,866,764	-	10,866,764

Storm Drainage Impact Fund			
From unappropriated surpluses	6,774,638	-	6,774,638
From sources other than property taxes	1,031,100	-	1,031,100
From general property tax	-	-	-
Total Storm Drainage Impact Fund	7,805,738	-	7,805,738
Transportation Impact Fund			
From unappropriated surpluses	21,571,856	-	21,571,856
From sources other than property taxes	4,494,000	-	4,494,000
From general property tax	-	-	-
Total Transportation Impact Fund	26,065,856	-	26,065,856
Tree Impact Fund			
From unappropriated surpluses	1,110,198	-	1,110,198
From sources other than property taxes	45,012	-	45,012
From general property tax	-	-	-
Total Tree Impact Fund	1,155,210	-	1,155,210
Fleet & Equipment Acquisition Fund			
From unappropriated surpluses	1,275,319	-	1,275,319
From sources other than property taxes	933,101	459,520	1,392,621
From general property tax	-	-	-
Total Fleet & Equipment Acquisition Fund	2,208,420	459,520	2,667,940
Police Facilities Impact Fund			
From unappropriated surpluses	314,839	-	314,839
From sources other than property taxes	402,000	-	402,000
From general property tax	-	-	-
Total Trails & Natural Areas Fund	716,839	-	716,839
Trails & Natural Areas Fund			
From unappropriated surpluses	5,901,804	-	5,901,804
From sources other than property taxes	2,288,234	-	2,288,234
From general property tax	-	-	-
Total Trails & Natural Areas Fund	8,190,038	-	8,190,038
Conservation Trust Fund			
From unappropriated surpluses	884,791	-	884,791
From sources other than property taxes	239,500	-	239,500
From general property tax	-	-	-
Total Conservation Trust Fund	1,124,291	-	1,124,291
Grants Fund			
From unappropriated surpluses	-	-	-
From sources other than property taxes	586,600	-	586,600
From general property tax	-	-	-
Total Grants Fund	586,600	-	586,600

Cemetery Fund			
From unappropriated surpluses	309,838	-	309,838
From sources other than property taxes	21,000		21,000
From general property tax	-	-	-
Total Cemetery Fund	<u>330,838</u>	<u>-</u>	<u>330,838</u>
Total Revenue and Unappropriated Surpluses (a)	<u>\$ 361,689,120</u>	<u>\$ 1,680,406</u>	<u>\$ 363,369,526</u>
Revenues only (a)	<u>\$ 105,630,467</u>	<u>\$ 1,680,406</u>	<u>\$ 107,310,873</u>

(a) Totals for Memorandum Purposes Only

SCHEDULE A

	2023 Original Budget	1st Supplemental Appropriation	2023 Revised Budget
<u>Expenditures:</u>			
General Fund	\$ 52,861,083	\$ 17,082,312	\$ 69,943,395
Water Fund	44,144,350	75,565,513	119,709,863
Wastewater Fund	7,508,631	5,125,632	12,634,263
Storm Drainage Operating Fund	1,810,150	7,332,761	9,142,911
Airport Fund	312,541	(159,400)	153,141
Parks Improvement Impact Fund	789,375	1,120,241	1,909,616
Public Facilities Impact Fund	4,044,490	5,404,729	9,449,219
Police Facilities Impact Fund	-	401,000	401,000
Storm Drainage Impact Fund	-	275,886	275,886
Transportation Impact Fund	1,025,000	17,351,700	18,376,700
Tree Impact Fund	149,350	105,000	254,350
Fleet & Equipment Acquisition Fund	933,101	459,520	1,392,621
Trails & Natural Areas Fund	2,262,030	617,269	2,879,299
Conservation Trust Fund	370,093	88,630	458,723
Grants Fund	586,600	700,000	1,286,600
Cemetery Fund	-	-	-
Total Expenditures (a)	<u>116,796,794</u>	<u>131,470,793</u>	<u>248,267,587</u>
Less: Interfund Transfers	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures, Net of Transfers (a)	<u>\$ 116,796,794</u>	<u>\$ 131,470,793</u>	<u>\$ 248,267,587</u>

(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	\$ 48,754,830	\$ 49,510,483	\$ 69,943,395	\$ -	\$ 28,321,918
Water Fund	110,061,555	29,447,192	119,709,863	-	19,798,884
Wastewater Fund	32,595,749	11,330,350	12,634,263	-	31,291,836
Storm Drainage Operating Fund	8,536,643	2,151,081	9,142,911	-	1,544,813
Airport Fund	(137,878)	294,000	153,141	-	2,981
Parks Improvement Impact Fund	8,713,107	2,602,300	1,909,616	-	9,405,791
Public Facilities Impact Fund	9,391,364	1,475,400	9,449,219	-	1,417,545
Police Facilities Impact Fund	314,839	402,000	401,000	-	315,839
Storm Drainage Impact Fund	6,774,638	1,031,100	275,886	-	7,529,852
Transportation Impact Fund	21,571,856	4,494,000	18,376,700	-	7,689,156
Tree Impact Fund	1,110,198	45,012	254,350	-	900,860
Fleet & Equipment Acquisition Fund	1,275,319	1,392,621	1,392,621	-	1,275,319
Trails & Natural Areas Fund	5,901,804	2,288,234	2,879,299	-	5,310,739
Conservation Trust Fund	884,791	239,500	458,723	-	665,568
Grants Fund	-	586,600	1,286,600	-	(700,000)
Cemetery Fund	309,838	21,000	-	-	330,838
Fines & Forfeitures Fund	-	-	-	-	-
Totals (a)	\$ 256,058,653	\$ 107,310,873	\$ 248,267,587	\$ -	\$ 115,101,939

(a) Totals for Memorandum Purposes Only



**TOWN OF ERIE
MEMORANDUM**

TO: Board of Trustees
Malcolm Fleming, Town Administrator

Copy: Town Clerk's Office

FROM: Cassie Bethune – Finance Manager

DATE: May 9, 2023

SUBJECT: 1st Supplemental Appropriation – 2023

We are pleased to present the Board of Trustees with the 1st Supplemental Appropriation Request to amend the 2023 Budget.

The Town of Erie adopted the 2023 Budget on Nov. 15, 2022. Typically, at least twice-yearly staff reviews the Adopted Budget and year-to-date actual revenues and expenditures to determine if changes to the Adopted Budget are required. Based on these reviews, staff proposes supplemental appropriations to update the budget to reflect actual revenues and expenditures of the prior and current year, year-to-date Board of Trustee actions, and projected revenues and expenditures for the remaining fiscal year. In this case we are also proposing adding positions and capital expenditures we discussed during the 2023 Budget process, but held off including in the Budget until we were more certain ongoing revenues would be strong enough to support such expenditures on an ongoing basis.

The first supplemental, typically presented in May/June timeframe, primarily consists of rollover appropriations that were approved for the prior year budget and new expenditures arising since approval of the original budget. The second, usually presented around October, includes various adjustments that could not be anticipated when the original budget was prepared.

Accompanying this memo are various schedules, described below. This memorandum and the attached schedules provide information on all significant changes. Changes are split out by new requests, rollover requests for capital projects, requests previously approved by the Board, and transfers of existing appropriations between budget line items. Although some data is presented as the total of all funds, each fund is independent of the other funds.

The following schedules are included in this packet:

- Fund Summary
- General Fund – Fund Balance and Reserve Ratio Calculation
- Summary of requested changes
- Detail listing of requested changes
- 2023 1st Supplemental Capital Project summary

In addition, at the end of this memorandum you will find a brief explanation of why the Town uses fund accounting and the purposes of the various funds of the Town.

Revenue Changes:

At this time, staff project 2023 total General Fund revenues will be approximately \$49.5 million. This includes a \$245,000 increase to franchise fees and lease revenue as well as a \$700,000k transfer from the grant fund for energy performance contracting.

Significant revenue changes are as follows:

- In the Storm Drainage Operating Fund, staff transfers-in \$275,886 from Storm Drainage Impact Fund to fund the Town Hall Expansion.
- In the Fleet Fund, staff transfers-in \$459,520 from General Fund to fund additional fleet purchases.

Expenditures Requests:

With the 1st supplemental requests, staff projects total expenditures for 2023 across all funds will increase by \$131.4 million compared to the Adopted Budget, \$110.7 million of which come from capital rollovers. The General Fund total expenditures increased by \$17.1 million compared to the Adopted Budget, \$6.0 million of which is from capital rollovers.

Significant new expenditure requests are as follows:

Personnel Expenditures:

The total 1st Supplemental requests for personnel expenditures across all funds is \$575,223. Significant requests include the following:

- The 1st Supplemental request includes seven additional position requests, as follows:
 - **Police** – PD asks for one position, a Community Outreach Coordinator. The fully burdened cost for this position is approximately \$72,304 to the General Fund. The role will identify, organize, manage, promote,

coordinate, and oversee all special events and community outreach efforts for the Erie Police Department.

- **Public Works** – Public Works asks for three new positions.
 - The first position request is for a Construction Inspector Supervisor. As the Town continues to grow via development and capital projects, it is important that there be a dedicated staff member to supervise and assist in construction inspection throughout Erie. The Town currently has three inspectors that serve the entire Town of Erie. This position will be able to assist with the high workload with development and capital projects, as well as be able to review and provide input on processes to ensure we are improving as a Town.

The fully burdened ongoing cost for this position is approximately \$140,118 to the General Fund.

- The second position request for Public Works is a Storm Operation Supervisor. The fully burdened ongoing cost for this position is approximately \$82,327 to the Storm Drainage Operating Fund. The Stormwater Supervisor would be responsible for overseeing personnel, assigning a variety of stormwater operations, maintenance, and construction projects, as well as participating in the work as needed. As the Town continues to grow so does the need for additional personnel; this position is essential to oversee and manage the multiple tasks and duties for our Stormwater O&M Program. The Stormwater team is responsible for maintaining 1,825 inlets, 1,707 manholes, and 354,476 total feet for storm mains. The Town also has multiple ponds, discharge points, outfalls, open drainage, curb drains, and under drains that all require yearly maintenance. This position as a Stormwater Supervisor is sorely needed to manage these responsibilities, which continue to increase around stormwater infrastructure. This supervisor would not only manage the required stormwater maintenance, but the position would also ensure compliance with our state MS4 permit along with the compliance of state and federal regulations and standards.
- The last position request is for a Utilities Vulnerability Supervisor. The fully burdened ongoing cost for this position is approximately \$85,108 to the Storm Drainage Operating Fund. The Utilities

Vulnerability Supervisor would be responsible for supervising all actions to protecting the Towns underground infrastructure. Vulnerability management is a term that describes the various processes, tools, and strategies of identifying, evaluating, treating, and reporting on potential vulnerabilities within the Town of Erie water distribution and wastewater collection (D&C) system. A Utilities Vulnerability Supervisor would not only protect the Town's utilities but help protect the public's health.

As the Town continues to grow so do staffing requirements. Public Works already needed to add an additional locator to help with utilities locating duties as well as create a backflow and Fats, Oil and Grease (FOG) program. A supervisor is needed to oversee and manage these multiple tasks. The Town has 213 miles of water mains, 142 miles of sewer mains, and 97 miles of storm mains and we are acquiring more every day. A Utilities Vulnerability Supervisor would ensure that the Town's miles and miles of utilities are protected, ensure water quality, and prevent cross connection contamination in the community. This position would also ensure compliance with state and federal regulations and standards.

Town Administration – Town Administration asks for an Executive Administrator position. Staff mentioned this position during the 2023 budget process, but held off including it in the proposed Budget at that time until we were more certain ongoing revenues would be strong enough to support such expenditures on an ongoing basis. The 5-year forecast indicates we can add this position, as well as the other positions and General Fund expenditures proposed in the 1st Supplemental request, and still maintain adequate reserves over the 5- year forecast period and beyond. Consequently, we propose adding this position now.

- The fully burdened ongoing cost for this position is approximately \$75,000 to the General Fund. Currently administrative support for the Town Administrator and Deputy Town Administrator is distributed among several Town Administration/Town Clerk staff. Because it is no one's primary responsibility, they are unable to provide the dedicated support we need for effective operations. This new position would also relieve the Town Administrator and Deputy Town Administrator of some routine tasks allowing them to focus on executive level tasks and processes, more support for the Board, better coordination on Work Plan priorities, and even better coordination with local and regional partners. This position would be responsible for and oversee calendars, arrange

meetings, monitor and manage email, respond to staff and residents, conduct research, and other related high level administrative tasks.

- **Human Resources** – Human Resources asks to change their Admin Assistant to full-time.
 - The fully burdened ongoing cost for this position is approximately \$58,800 to the General Fund. In 2022 HR requested a 0.5 Admin Assistant for 2023 which was approved. During this time HR hired an HR intern through the Town of Erie internship program. The HR intern showed that HR needs a full-time admin support position. Therefore, they are requesting another 0.5 FTE.

- **Finance** – Finance asks to add an Accounting Specialist position.
 - The fully burdened ongoing cost for this position is \$61,997 to the General Fund. As the workload in the Finance Department increases, the need for backup and assistance for all positions has also grown. The Finance Admin Intern program was a great success, and this request is to create a full-time permanent position that includes the duties previously performed by the intern as well as other technical accounting duties to support the Department.

Operating Expenditures:

The total 1st Supplemental changes in operating expenditures is approximately \$4.0 million across all funds, \$3.0 million of which is in the General Fund and includes \$624,659 of Board-approved operating expenditures.

Significant new operating & BOT approved requests are as follows:

- **Human Resources** - \$262,500 for Consultation Services related to the ADA Compliance Transition Plan, as well as new Paycom Learning capability to Paycom platform, and increased Risk/Safety Programs.

- **Planning & Development** - \$1.0 million for Central Square Software & Licensing, Consultation Services related to I-25 Gateway, Affordable Housing, and the Comprehensive Plan Update, and additional furniture for new staff.

- **Parks & Recreation** - \$99,361 for Consultation Services related to Infrastructure and Funding Analysis, HOA Pocket Park Assessment Repots, and Community Art Program. Also, \$320,155 for the Recreation Division to be used for Amilia Technologies Software, Special Events, and Program Operations.

- **Police** - \$69,739 for Consultation Services relating to a Co-Responder in Boulder County, Suppressors, and FLOCK Camera System.
- **Public Works** - \$1.5 million for the following:
 - \$450,000 for the anticipated Flex Ride Transit Service – General Fund
 - \$17,000 for additional Facilities operations needed for EPD Building Repairs – General Fund
 - \$607,900 for SWRF Demolition – Wastewater Fund
 - \$127,200 for Street Maintenance Services and Bridge Maintenance – General Fund
 - \$141,300 in CBT Assessment Fees relating to the 2023 Windy Gap and SWSP – Water Fund
 - \$5,000 in new funds for Tools & Equipment and Maintenance Supplies for Backflow, a new division – Water Fund
 - \$126,000 for Wastewater Treatment Equipment Maintenance and Tools and Equipment – Wastewater Fund
 - \$11,300 for Stormwater Conferences – Storm Drainage Operating Fund
 - \$61,000 for Drainage Operations, Equipment, and ROW Mowing Contract – Storm Drainage Operating Fund
- **Economic Development** - \$299,120 to purchase street patios and for related storage, and installation costs. This expense is partially offset by \$10,000 annual revenue from leasing the street patios.

Capital Expenditures:

The total changes in the 1st Supplemental for capital expenditures across all funds is \$127.9 million, of which \$110.7 million is from rollover capital projects and \$823,057 for Board-approved projects. The total 1st Supplemental new requests for capital expenditures across all funds is \$14.2 million, \$7.5 million of which is in the General Fund.

Significant changes are as follows:

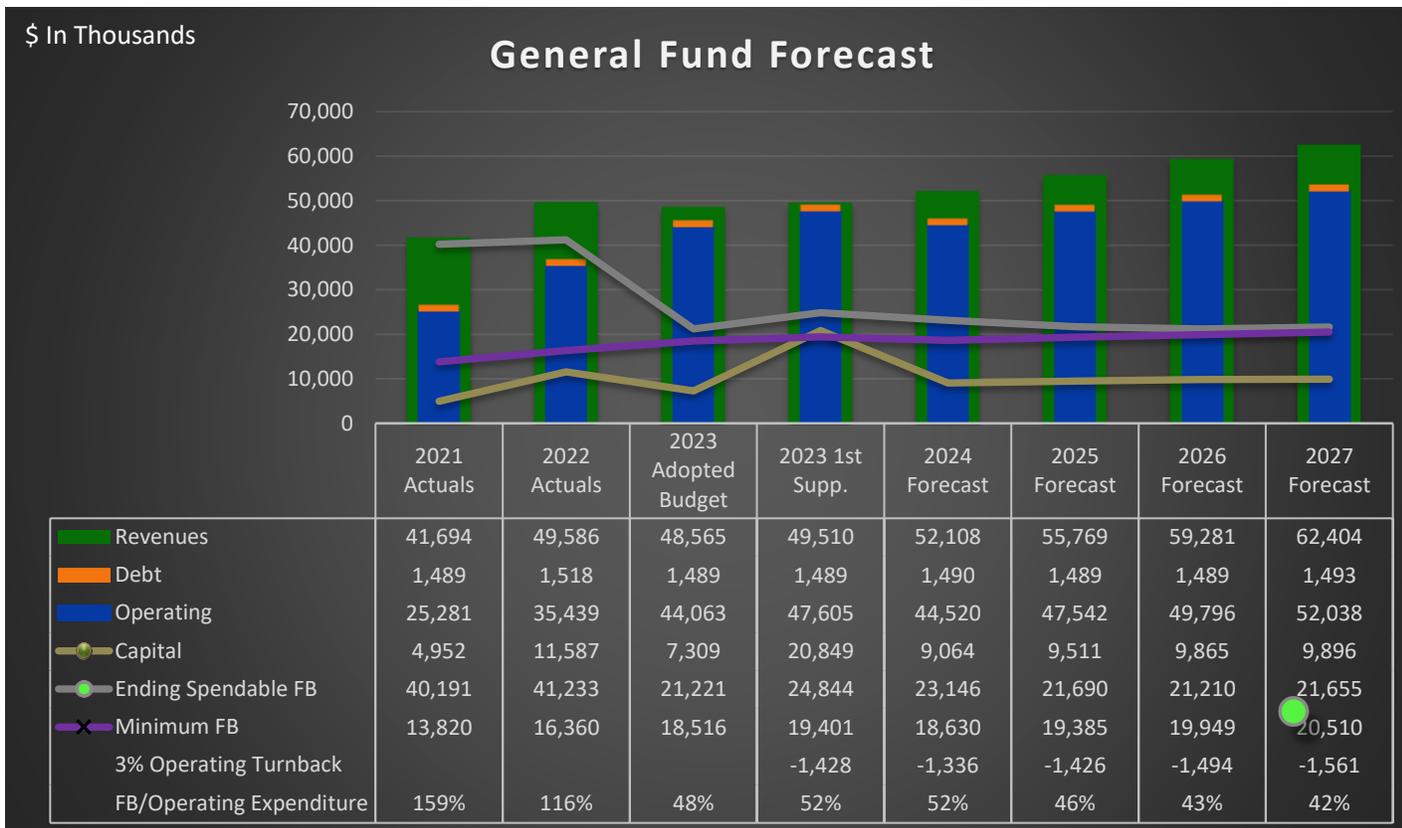
- **Multiple Funds** - \$8.0 million additional funding for the Town Hall Expansion project. This cost is split between the General Fund (\$4.0 million), Public Facilities

Impact Fund (\$3.7 million, Water Fund (\$172,413, Wastewater Fund (\$68,832), and Storm Drainage Operating Fund (\$30,826).

- **General Fund** - \$57,500 additional funding requested for the HOA Pocket Park Program and \$132,072 for the repair of the Pool Slide at ECC.
- **General Fund** - \$1.1 million requested for Coal Creek Park Redevelopment and POST Infrastructure Replacements.
- **General Fund** – \$1.4 million requested for anticipated Energy Performance Contracting Implementation, \$100,000 requested for updating master plan for EPD and LAWSC, \$150,000 for Office Remodeling and space planning requests, \$250,000 for painting exterior facilities, \$250,000 for additional Traffic Mitigation projects, and additional \$80,100 for heavy equipment and emergency repairs.
- **Trails and Natural Areas Fund** - \$542,469 new request for Schofield Farm/Striby Open Space and for Parkdale Open Space Restoration Project.
- **Parks Improvement Fund** - \$608,057 new request for Schofield Farm/Striby Open Space.
- **Fleet & Equipment Acquisition Fund** - \$24,000 requested for new heavy equipment utility trailer and tilt deck trailer; \$78,660 requested for replacement of Treadmills and Pilates Reformer.
- **Transportation Impact Fund** – Staff requests an additional \$1.5 million for increased project costs related to the Safer Main Streets Grant.
- **Water Fund** – \$164,100 for indirect costs relating to Windy Fap FIRMING Project and NISP; \$280,000 for the Filly Lake Well System Pipeline Improvements.
- **Wastewater Fund** – \$279,700 for NWRP Expansion, as well as additional heavy equipment.

Conclusion:

As a result of the foregoing, the 1st Supplemental forecast reflects a \$20.4million use of fund balance in the General Fund, due to \$3.5 million in new personnel and operating requests, \$7.6 million in new capital requests, and \$6.0 million in capital project rollovers from 2022.



The projected “available fund balance” for the General Fund is approximately \$24.8 million, compared to \$21.2 million projected in the Adopted Budget, mainly because revenues were higher and operating expenses lower than budgeted in 2022. This “available fund balance” represents 52% of total personnel & operating expenditures (excludes capital and debt service expenditures) at the end of 2023, compared to 44% in previous forecast.

The 2023-2027 projected General fund balance exceeds both the minimum reserve of 25% of Operating expenditures required by the Municipal Code and the additional Stabilization Reserve Account of \$7.5 million, which was passed via Resolution 10-40 in 2010. This is also a very strong level of fund balance relative to the Town’s peers.

Fund Accounting:

A key requirement of governmental accounting is to determine and demonstrate compliance with finance-related legal and contractual provisions. To accomplish these goals, governments use fund accounting. A fund is a self-balancing set of accounts, segregated for specific purposes in accordance with laws and regulations or special restrictions and limitations.

For example, the Town has established the Trails and Natural Areas Fund to record receipts of dedicated property taxes for trails and natural areas, open space fees-in-lieu received from developers and investment earnings on unspent funds, among other

revenue sources. Expenditures by this fund are for approved purposes such as the purchase of open space, construction of trails, and maintenance of trails and natural areas.

The Town has the following funds, grouped by type of fund:

The **General Fund** is the Town's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in one of the following funds.

Special Revenue Funds - Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Trails and Natural Areas Fund: Accounts for property tax revenues and other restricted revenues used to acquire and construct trails; to acquire and develop natural areas for public use; and for maintenance of trails and natural areas.

Conservation Trust Fund: Accounts for revenues received from the Colorado State Lottery proceeds through the State's Conservation Trust Fund. It is used to acquire, develop, and maintain new conservation sites; and for capital improvements or maintenance for recreational purposes on any public site.

Cemetery Fund: Accounts for revenues received from plot purchases at the municipal cemetery. Money is used for perpetual care expenditures at the cemetery.

Impact Fee Funds – Impact fee funds (more accurately referred to as "capital project funds" from a formal accounting standpoint) are primarily used to account for the acquisition and construction of major capital facilities other than those paid for by the general fund, or the enterprise funds (see below).

Parks Improvement Impact Fund: Accounts for impact fee revenues, fees-in-lieu and reimbursements from developers and grants used to construct and acquire parks and related improvements.

Public Facilities Impact Fund: Accounts for impact fee revenues and grants used to construct and acquire public facilities.

Storm Drainage Impact Fund: Accounts for impact fee revenues used to acquire and construct the storm drainage system. See also "Storm Drainage Operating Fund" below.

Transportation Impact Fund: Accounts for impact fee revenues, fees-in-lieu and reimbursements from developers and grants used to construct and acquire transportation system enhancements.

Tree Impact Fund: Accounts for impact fee revenues used to acquire and plant trees in public locations, and to issue certificates for tree purchases to homeowners of newly constructed homes.

Enterprise Funds - Enterprise funds are used for the Town's ongoing activities which are similar to those found in the private sector. These funds are generally expected to be self-supporting. Among other restrictions, no more than 10% of their revenues can come from state or local governments (including the Town) to support their activities.

Water Fund: Accounts for the acquisition, treatment, and distribution of the Town's water supply. Includes all water-related revenues (tap fees, water resource fees and user fees), along with associated personnel, operating, capital and debt service expenditures.

Wastewater Fund: Accounts for the collection and treatment of wastewater in the Town's wastewater system. Includes all wastewater-related revenues (tap fees and user fees), along with associated personnel, operating, capital and debt service expenditures.

Storm Drainage Operating Fund: Accounts for charges received from system users, used to construct, and maintain the storm drainage system. Includes all storm drainage-related revenues (user fees), along with associated personnel, operating, capital and debt service expenditures. Also includes transfers of impact fees from the Storm Drainage Impact Fund to help construct growth-related capital projects.

Airport Fund: Accounts for airport fees received from the airport management company and airport users, as well as proceeds from federal and state aviation grants (the primary source of revenues for this fund). These revenues are used primarily for airport capital projects.

Internal Service Funds – In 2019 the Town created its first internal service fund – the Fleet and Equipment Acquisition Fund ("Fleet Fund"). Internal service funds are funds that primarily provide services to other parts of the government. The Fleet Fund will be used for the purchase of new and replacement vehicles and heavy equipment, along with an ongoing funding plan to provide for future acquisitions as needed.

Fund Balance/Working Capital – Two other key terms to understand are *fund balance* and *working capital* (in the case of proprietary funds). You will see these terms

throughout budget reports (and the monthly board report). These amounts represent the accumulated revenues more than expenditures in each fund that are available for appropriation. (Note: Different terms and definitions are used in the audited financial statements, which in some cases will result in different amounts being reported in the audited financial statements from those presented in budget reports.)

Non-spendable components – are the portion of the fund balance that cannot be spent because of their form. This includes all but not limited to the following: Advance to the Urban Renewal Authority, TABOR Emergency Reserve as required by State statutes, Open Purchase orders, prepaid expenses, etc.

Available Fund Balance – is calculated by subtracting various non-spendable components from the Fund Balance.

Changes in Fund Balances/Working Capital - 2023 Budget 1st Supplemental						
	Beginning Balance	Revenues	Expenditures	Net Increase/ Decrease	Other Changes	Ending Balance
General Fund	48,754,830	49,510,483	69,943,396	(20,432,913)	(4,895,895)	23,426,022
Grants Fund	0	586,600	1,286,600	(700,000)		(700,000)
Trails & Natural Areas Fund	5,901,804	2,288,234	2,879,299	(591,065)		5,310,739
Conservation Trust Fund	884,791	239,500	458,723	(219,223)		665,568
Cemetery Fund	309,838	21,000	0	21,000		330,838
Total special revenue funds	7,096,433	3,135,334	4,624,622	(1,489,288)		5,607,145
Transportation Impact Fund	21,571,856	4,494,000	18,376,700	(13,882,700)		7,689,156
Public Facilities Impact Fund	9,391,364	1,475,400	9,449,219	(7,973,819)		1,417,545
Parks Improvement Impact Fund	8,713,107	2,602,300	1,909,616	692,684		9,405,791
Police Facilities Impact Fund	314,839	402,000	401,000	1,000		315,839
Tree Impact Fund	1,110,198	45,012	254,350	(209,338)		900,860
Storm Drainage Impact Fund	6,774,638	1,031,100	275,886	755,214		7,529,852
Fleet & Equipment Acquisiton Fund	1,275,319	1,392,621	1,392,621	0		1,275,319
Total capital funds	49,151,321	11,442,433	32,059,392	(20,616,959)		28,534,362
Water Fund	110,061,555	29,447,192	119,709,863	(90,262,671)		19,798,884
Wastewater Fund	32,595,749	11,330,350	12,634,263	(1,303,913)		31,291,836
Storm Drainage Operating Fund	8,536,643	2,151,081	9,142,911	(6,991,830)		1,544,813
Airport Fund	(137,878)	294,000	153,141	140,859		2,981
Total enterprise funds	151,056,069	43,222,623	141,640,178	(98,417,555)		52,638,514
Totals (for memorandum purposes only)	256,058,653	107,310,873	248,267,588	(140,956,715)	(4,895,895)	110,206,043

General Fund - 2023 1st Supplemental Budget Summary					
		Actuals	Adopted		
		FY 2022	Budget	Change	1st Supp.
			FY 2023		FY 2023
Beginning Fund Balance	A	\$ 47,712,594	\$ 31,484,471	\$ 17,270,359	\$ 48,754,830
Total Revenues		<u>\$ 49,586,304</u>	<u>\$ 48,565,483</u>	<u>\$ 945,000</u>	<u>\$ 49,510,483</u>
Expenditures					
Personnel		\$ 22,820,092	\$ 28,373,185	\$ 484,285	\$ 28,857,470
Operations		\$ 12,619,110	\$ 15,689,873	\$ 3,058,105	\$ 18,747,978
Total Operating Expenditures		<u>\$ 35,439,202</u>	<u>\$ 44,063,058</u>	<u>\$ 3,542,390</u>	<u>\$ 47,605,448</u>
Operating Surplus/ (Deficit)		<u>\$ 14,147,102</u>	<u>\$ 4,502,425</u>	<u>\$ (2,597,390)</u>	<u>\$ 1,905,035</u>
Capital		\$ 11,586,561	\$ 7,308,613	\$ 7,570,033	\$ 14,878,646
Debt		\$ 1,518,305	\$ 1,489,413	\$ -	\$ 1,489,413
Capital Rollovers			\$ -	\$ 5,969,889	\$ 5,969,889
Net change in Fund Balance	B	<u>\$ 1,042,236</u>	<u>\$ (4,295,601)</u>		<u>\$ (20,432,913)</u>
Ending Fund Balance	A+B=C	<u>\$ 48,754,830</u>	<u>\$ 27,188,870</u>	<u>\$ 1,133,047</u>	<u>\$ 28,321,917</u>
Less: Nonspendable Components					
URA Advance		\$ 1,525,588	\$ 2,176,441	\$ (1,100,000)	\$ 1,076,441
In-lieu Transportation (1)		\$ 1,648,000	\$ 1,648,000	\$ -	\$ 1,648,000
Solid Waste/Streets		\$ -	\$ -	\$ -	\$ -
TABOR Emergency Reserve		\$ 1,739,859	\$ 1,456,964	\$ 28,350	\$ 1,485,314
Open Purchase Orders		\$ 2,587,676		\$ -	
Reserve for Broomfield IGA improvements			\$ 656,140	\$ -	\$ 656,140
Prepaid Expenses		\$ 20,610	\$ 30,000	\$ -	\$ 30,000
Total Nonspendable Components	D	<u>\$ 7,521,733</u>	<u>\$ 5,967,545</u>	<u>\$ (1,071,650)</u>	<u>\$ 4,895,895</u>
Available FB before Reserve requirement		<u>\$ 41,233,097</u>	<u>\$ 21,221,325</u>	<u>\$ 2,204,697</u>	<u>\$ 23,426,022</u>
FB as % of Non-capital/non-debt expenditures		159%	48%		49%
Total Reserve Requirements		<u>\$ 16,359,801</u>	<u>\$ 18,515,765</u>		<u>\$ 19,401,362</u>
(1) Funds received in prior years restricted to specific transportation projects					

	Revenues & Other Sources			Expenditures & Other Uses				Change in Fund Balance	
	Revenues	Transfers & Other Sources	Total Sources	New Requests	Previously Approved by the Board	Transfers	Capital Rollovers		Total Expenditures & Other Uses
General Fund	245,000	700,000	945,000	10,487,764	624,659	-	5,969,889	17,082,312	(16,137,312)
Grants Fund			-			700,000	-	700,000	(700,000)
Trails & Natural Areas Fund			-	542,469		-	74,800	617,269	(617,269)
Conservation Trust Fund			-			-	88,630	88,630	(88,630)
Transportation Impact fund			-	1,500,000		-	15,851,700	17,351,700	(17,351,700)
Public Facilities Impact Fund			-	3,727,929	-	-	1,676,800	5,404,729	(5,404,729)
Parks Improvement Impact Fund			-	65,000	543,057	-	512,184	1,120,241	(1,120,241)
Police Facilities Impact Fund			-			-	401,000	401,000	(401,000)
Tree Impact Fund			-				105,000	105,000	(105,000)
Storm Drainage Impact Fund			-	-	-	275,886	-	275,886	(275,886)
Fleet & Equipment Acquisition Fund		459,520	459,520	102,660	19,200	-	337,660	459,520	-
Water Fund			-	482,813	280,000	281,400	74,521,300	75,565,513	(75,565,513)
Wastewater Fund			-	1,041,132	-	(25,000)	4,109,500	5,125,632	(5,125,632)
Storm Drainage Operating Fund		275,886	275,886	311,861		-	7,020,900	7,332,761	(7,056,875)
Airport Fund			-	97,000		(256,400)	-	(159,400)	159,400
Total - All Funds	245,000	1,435,406	1,680,406	18,358,628	1,466,916	975,886	110,669,363	131,470,793	(129,790,387)

2023 1st Supplemental Change Detail

Object Type	Fund	GL Category	Object *	Additional FTE	BOT Approved	New Capital Request	New Operating Request	Revenue Change	Rollovers	Transfers	Total Proposed Changes
Revenue	100 - General Fund	495 - Transfers In									
		100-00-000-495205-100234	495205 - Transfer from Grants fund							\$700,000	\$700,000
		495 - Transfers In Total								\$700,000	\$700,000
		430 - Fees & Charges									
		100-00-000-405000-000000	405000 - Franchise Fees					\$200,000			\$200,000
		430 - Fees & Charges Total						\$200,000			\$200,000
		481 - Miscellaneous									
		100-00-000-481000-000000	481000 - Lease/Rental Income					\$45,000			\$45,000
		481 - Miscellaneous Total						\$45,000			\$45,000
	100 - General Fund Total							\$245,000		\$700,000	\$945,000
	400 - Fleet & Equipment Acquisiton Fund	495 - Transfers In									
		400-00-000-495100-000000	495100 - Transfer from General Fund				\$459,520				\$459,520
		495 - Transfers In Total					\$459,520				\$459,520
	400 - Fleet & Equipment Acquisiton Fund Total						\$459,520				\$459,520
	520 - Storm Drainage Operating Fund	495 - Transfers In									
		520-70-110-495340-000000	495340 - Transfer from Storm Drainage Impact Fund							\$245,060	\$245,060
		520-00-000-495340-000000	495340 - Transfer from Storm Drainage Impact Fund							\$30,826	\$30,826
		495 - Transfers In Total								\$275,886	\$275,886
	520 - Storm Drainage Operating Fund Total									\$275,886	\$275,886
Revenues Total							\$459,520	\$245,000		\$975,886	\$1,680,406
Expenses	100 - General Fund	500 - Salaries & Wages									
		100-20-110-500000-000000	500000 - Salaries - Regular	\$49,569							\$49,569
		100-20-250-500000-000000	500000 - Salaries - Regular							\$139,646	\$139,646
		100-20-250-500510-000000	500510 - Salaries - Adjustments							\$12,143	\$12,143
		100-23-510-500500-000000	500500 - New Employee Request - Wages	\$39,600							\$39,600
		100-40-520-500000-000000	500000 - Salaries - Regular	\$39,897							\$39,897
		100-50-820-500100-202500	500100 - Salaries - Part-time				\$43,500				\$43,500
		100-60-250-500000-000000	500000 - Salaries - Regular							(\$139,646)	(\$139,646)
		100-60-250-500510-000000	500510 - Salaries - Adjustments							(\$12,143)	(\$12,143)
		100-60-610-500000-000000	500000 - Salaries - Regular	\$46,076							\$46,076
		100-70-110-500000-000000	500000 - Salaries - Regular							(\$4,000)	(\$4,000)
		100-70-110-500200-000000	500200 - Salaries - Temporary							\$4,000	\$4,000
		100-70-420-500000-000000	500000 - Salaries - Regular	\$62,443							\$62,443
		500 - Salaries & Wages Total		\$237,585			\$43,500			(\$0)	\$281,085
		501 - Benefits									
		100-20-110-501000-000000	501000 - Benefit Expense Allocation	\$12,500							\$12,500
		100-20-250-501000-000000	501000 - Benefit Expense Allocation							\$43,559	\$43,559
		100-20-250-503200-000000	503200 - Clothing & Uniforms							\$200	\$200
		100-23-510-503000-000000	503000 - Employee Appreciation Program	\$250							\$250
		100-23-510-504000-000000	504000 - New Employee Request - Benefits	\$9,600							\$9,600
		100-40-520-501000-000000	501000 - Benefit Expense Allocation	\$1,200							\$1,200
		100-60-250-501000-000000	501000 - Benefit Expense Allocation							(\$43,559)	(\$43,559)
		100-60-250-503200-000000	503200 - Clothing & Uniforms							(\$200)	(\$200)
		100-60-610-504000-000000	504000 - New Employee Request - Benefits	\$11,700							\$11,700

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Object Type	Fund	GL Category	Object *	Additional FTE	BOT Approved	New Capital Request	New Operating Request	Revenue Change	Rollovers	Transfers	Total Proposed Changes
Expenses	100 - General Fund	100-70-420-501000-000000	501000 - Benefit Expense Allocation	\$31,800							\$31,800
		100-70-420-503200-000000	503200 - Clothing & Uniforms	\$250							\$250
		100-80-110-502000-000000	502000 - FICA - Social Security	\$24,700							\$24,700
		100-80-110-502020-000000	502020 - FICA - Medicare	\$5,700							\$5,700
		100-80-110-502040-000000	502040 - SUTA	\$1,400							\$1,400
		100-80-110-502060-000000	502060 - Retirement Plan - Defined Contribution	\$19,900							\$19,900
		100-80-110-502100-000000	502100 - Health Insurance	\$79,700							\$79,700
		100-80-110-502120-000000	502120 - Health Insurance - Employee Contribution	(\$12,000)							(\$12,000)
		100-80-110-502140-000000	502140 - Vision Insurance	\$1,200							\$1,200
		100-80-110-502180-000000	502180 - Dental Insurance	\$3,900							\$3,900
		100-80-110-502200-000000	502200 - Dental Insurance - Employee Contribution	(\$500)							(\$500)
		100-80-110-502220-000000	502220 - Life Insurance	\$3,900							\$3,900
		100-80-110-502240-000000	502240 - Workers Compensation	\$8,000							\$8,000
		501 - Benefits Total		\$203,200						\$0	\$203,200
		510 - Utilities									
		100-20-250-510700-000000	510700 - Utilities - Telecom Allocation							\$3,300	\$3,300
		100-60-250-510700-000000	510700 - Utilities - Telecom Allocation							(\$3,300)	(\$3,300)
		100-80-110-510400-000000	510400 - Utilities - Telecom Service	\$2,760							\$2,760
		100-80-110-510600-000000	510600 - Utilities - Telecom System Lease	\$108							\$108
		510 - Utilities Total		\$2,868						\$0	\$2,868
		520 - Maintenance									
		100-20-250-520000-000000	520000 - Maintenance Contracts							\$21,800	\$21,800
		100-23-510-520000-000000	520000 - Maintenance Contracts				\$55,500				\$55,500
		100-30-410-520050-000000	520050 - Software Services & Licenses				\$228,466				\$228,466
		100-60-250-520000-000000	520000 - Maintenance Contracts							(\$21,800)	(\$21,800)
		100-70-440-522100-000000	522100 - Equipment Maint Services				\$17,000				\$17,000
		100-70-450-522000-000000	522000 - Vehicle Maint Services							(\$1,050)	(\$1,050)
		100-70-450-522000-307722	522000 - Vehicle Maint Services							\$525	\$525
		100-70-450-522000-307724	522000 - Vehicle Maint Services							\$525	\$525
		100-70-450-522100-000000	522100 - Equipment Maint Services							(\$85,800)	(\$85,800)
		100-70-450-522100-307730	522100 - Equipment Maint Services							\$5,000	\$5,000
		100-70-450-522100-307750	522100 - Equipment Maint Services							\$300	\$300
		100-70-710-523000-000000	523000 - Street Maint Services				\$10,600				\$10,600
		100-70-710-523000-100085	523000 - Street Maint Services				\$116,600				\$116,600
		100-80-110-520050-000000	520050 - Software Services & Licenses	\$600							\$600
		520 - Maintenance Total		\$600			\$428,166			(\$80,500)	\$348,266
		530 - Supplies									
		100-20-250-530100-000000	530100 - Office Equipment							\$3,500	\$3,500
		100-20-250-530120-000000	530120 - Office Supplies							\$1,100	\$1,100
		100-50-810-531180-000000	531180 - Water Feature Maint Supplies							(\$4,460)	(\$4,460)
		100-50-820-530180-212121	530180 - Safety Supplies				(\$42,000)				(\$42,000)
		100-50-820-531240-000000	531240 - Pool Chemicals/Maint Supplies							\$4,460	\$4,460
		100-60-250-530100-000000	530100 - Office Equipment							(\$3,500)	(\$3,500)
		100-60-250-530120-000000	530120 - Office Supplies							(\$1,100)	(\$1,100)

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Object Type	Fund	GL Category	Object *	Additional FTE	BOT Approved	New Capital Request	New Operating Request	Revenue Change	Rollovers	Transfers	Total Proposed Changes
Expenses	100 - General Fund	100-60-630-530160-000000	530160 - Tools & Equipment								\$40,163
		100-70-110-530120-000000	530120 - Office Supplies							(\$2,000)	(\$2,000)
		100-70-420-530180-000000	530180 - Safety Supplies	\$50							\$50
		100-80-110-530100-000000	530100 - Office Equipment	\$11,370							\$11,370
		530 - Supplies Total		\$11,420	\$40,163		(\$42,000)			(\$2,000)	\$7,583
		560 - Professional Services									
		100-20-250-560000-000000	560000 - Legal Services							\$97,500	\$97,500
		100-23-510-560100-000000	560100 - Consultation Services		\$200,000						\$200,000
		100-30-410-560100-000000	560100 - Consultation Services				\$40,000				\$40,000
		100-30-410-560100-100282	560100 - Consultation Services				\$418,169				\$418,169
		100-30-410-560100-212121	560100 - Consultation Services				\$34,000				\$34,000
		100-30-410-560100-400000	560100 - Consultation Services				\$342,902				\$342,902
		100-50-110-560100-000000	560100 - Consultation Services				\$38,361				\$38,361
		100-50-110-560100-100410	560100 - Consultation Services				\$61,000				\$61,000
		100-60-250-560000-000000	560000 - Legal Services							(\$97,500)	(\$97,500)
		100-60-610-560100-000000	560100 - Consultation Services		\$10,376						\$10,376
		100-70-420-560100-000000	560100 - Consultation Services				\$450,000				\$450,000
		560 - Professional Services Total			\$210,376		\$1,384,432		\$0		\$1,594,808
		561 - Services - Other									
		100-20-250-563020-000000	563020 - Translation Services							\$2,200	\$2,200
		100-20-250-563040-000000	563040 - Court Appointed Attorney							\$2,000	\$2,000
		100-20-250-563060-000000	563060 - Prosecution Witness Fees							\$100	\$100
		100-20-250-564040-000000	564040 - Incarceration Services							\$1,000	\$1,000
		100-23-510-562000-000000	562000 - Drug & Alcohol Testing	\$105							\$105
		100-23-510-562020-000000	562020 - Background Screening	\$250							\$250
		100-60-250-563020-000000	563020 - Translation Services							(\$2,200)	(\$2,200)
		100-60-250-563040-000000	563040 - Court Appointed Attorney							(\$2,000)	(\$2,000)
		100-60-250-563060-000000	563060 - Prosecution Witness Fees							(\$100)	(\$100)
		100-60-250-564040-000000	564040 - Incarceration Services							(\$1,000)	(\$1,000)
		100-70-420-560340-000000	560340 - Printing & Copy Services	\$100							\$100
		561 - Services - Other Total		\$455						\$0	\$455
		570 - Program Operations									
		100-23-510-570020-000000	570020 - Safety Program				\$7,000				\$7,000
		100-50-820-570000-201650	570000 - Program Operations				\$10,000				\$10,000
		570 - Program Operations Total					\$17,000				\$17,000
		573 - Other Expenses									
		100-20-250-573000-000000	573000 - Training & Tuition							\$2,000	\$2,000
		100-20-250-573020-000000	573020 - Travel & Conferences							\$1,000	\$1,000
		100-20-250-573080-000000	573080 - Membership Dues							\$100	\$100
		100-20-250-573160-000000	573160 - Food & Related Services							\$500	\$500
		100-21-110-573150-000000	573150 - Community Engagement				\$13,560				\$13,560
		100-22-910-575000-000000	575000 - Economic Development		\$299,120						\$299,120
		100-23-510-573120-000000	573120 - Advertising & Publishing	\$2,000							\$2,000
		100-50-820-573100-000000	573100 - Special Events				\$233,655				\$233,655

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Object Type	Fund	GL Category	Object *	Additional FTE	BOT Approved	New Capital Request	New Operating Request	Revenue Change	Rollovers	Transfers	Total Proposed Changes
Expenses	100 - General Fund	100-50-820-573340-000000	573340 - Active Net Fees		\$75,000						\$75,000
		100-60-250-573000-000000	573000 - Training & Tuition							(\$2,000)	(\$2,000)
		100-60-250-573020-000000	573020 - Travel & Conferences							(\$1,000)	(\$1,000)
		100-60-250-573080-000000	573080 - Membership Dues							(\$100)	(\$100)
		100-60-250-573160-000000	573160 - Food & Related Services							(\$500)	(\$500)
		100-60-610-573020-000000	573020 - Travel & Conferences	\$270							\$270
		100-70-110-573080-000000	573080 - Membership Dues							\$2,000	\$2,000
		100-70-420-573000-000000	573000 - Training & Tuition	\$1,500							\$1,500
		100-70-450-573360-000000	573360 - Permits, Licenses & Other Fees							\$500	\$500
		573 - Other Expenses Total		\$3,770	\$374,120		\$247,215			\$2,500	\$627,605
		600 - Capital									
		100-30-410-600200-000000	600200 - Furniture				\$3,500				\$3,500
		100-50-110-605000-100200	605000 - Construction							\$109,725	\$109,725
		100-50-110-605000-100202	605000 - Construction						\$109,725	(\$109,725)	\$0
		100-50-110-605000-100410	605000 - Construction						\$325,000		\$325,000
		100-50-110-605000-100425	605000 - Construction			\$57,500			\$50,000		\$107,500
		100-50-810-605000-100022	605000 - Construction						\$110,016		\$110,016
		100-50-810-605000-100257	605000 - Construction			\$1,027,598			\$1,314,598		\$2,342,196
		100-50-810-605000-100368	605000 - Construction			\$31,763			\$222,750		\$254,513
		100-50-820-605000-100154	605000 - Construction							(\$25,000)	(\$25,000)
		100-50-820-605000-100246	605000 - Construction			\$132,072			\$25,000		\$157,072
		100-70-110-605000-100440	605000 - Construction			\$25,000					\$25,000
		100-70-420-600200-000000	600200 - Furniture	\$7,500							\$7,500
		100-70-420-601200-000000	601200 - Heavy Equipment			\$12,000					\$12,000
		100-70-420-605000-100170	605000 - Construction						\$44,400		\$44,400
		100-70-420-605000-100177	605000 - Construction			\$250,000			\$205,100		\$455,100
		100-70-440-600200-000000	600200 - Furniture			\$25,000			\$24,300		\$49,300
		100-70-440-605000-100234	605000 - Construction			\$1,400,000			\$200,000		\$1,600,000
		100-70-440-605000-100295	605000 - Construction						\$54,700		\$54,700
		100-70-440-605000-100329	605000 - Construction			\$100,000			\$156,700		\$256,700
		100-70-440-605000-100353	605000 - Construction			\$150,000			\$60,300		\$210,300
		100-70-440-605000-100439	605000 - Construction			\$250,000					\$250,000
		100-70-450-601200-000000	601200 - Heavy Equipment							\$45,000	\$45,000
		100-70-710-600190-000000	600190 - Other Equipment							\$35,000	\$35,000
		100-70-710-601200-000000	601200 - Heavy Equipment			\$18,100					\$18,100
		100-70-710-602100-100379	602100 - Concrete Maintenance Program						\$40,300		\$40,300
		100-70-710-605000-100293	605000 - Construction						\$1,319,100		\$1,319,100
		100-70-710-605000-100378	605000 - Construction						\$1,274,900		\$1,274,900
		100-70-710-605000-100384	605000 - Construction						\$283,400		\$283,400
		100-70-710-605000-100423	605000 - Construction						\$50,000		\$50,000
		100-70-780-605000-100406	605000 - Construction						\$124,600		\$124,600
		100-70-440-605000-100199	605000 - Construction			\$4,000,000					\$4,000,000
		600 - Capital Total		\$7,500		\$7,479,033	\$3,500		\$5,969,889	\$80,000	\$13,539,922
		800 - Transfers Out									

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Object Type	Fund	GL Category	Object *	Additional FTE	BOT Approved	New Capital Request	New Operating Request	Revenue Change	Rollovers	Transfers	Total Proposed Changes
Expenses	100 - General Fund	100-80-110-800400-000000	800400 - Transfer to Fleet & Equipment Acquisition Fund				\$459,520				\$459,520
		800 - Transfers Out Total					\$459,520				\$459,520
	100 - General Fund Total			\$467,398	\$624,659	\$7,479,033	\$2,541,333		\$5,969,889	(\$0)	\$17,082,312
	210 - Trails & Natural Areas Fund	600 - Capital									
		210-50-110-605000-100200	605000 - Construction			\$250,000					\$250,000
		210-50-110-605000-100270	605000 - Construction							\$584,390	\$584,390
		210-50-110-605000-100437	605000 - Construction			\$292,469			\$74,800		\$367,269
		210-50-810-605000-100273	605000 - Construction							(\$584,390)	(\$584,390)
		600 - Capital Total				\$542,469			\$74,800	\$0	\$617,269
	210 - Trails & Natural Areas Fund Total					\$542,469			\$74,800	\$0	\$617,269
	220 - Conservation Trust Fund	600 - Capital									
		220-50-110-605000-100074	605000 - Construction						\$44,315		\$44,315
		220-50-110-605000-100318	605000 - Construction						\$44,315		\$44,315
		600 - Capital Total							\$88,630		\$88,630
	220 - Conservation Trust Fund Total								\$88,630		\$88,630
	300 - Transportation Impact Fund	600 - Capital									
		300-70-110-605000-100092	605000 - Construction						\$200,000		\$200,000
		300-70-110-605000-100093	605000 - Construction						\$387,300		\$387,300
		300-70-110-605000-100210	605000 - Construction						\$611,700		\$611,700
		300-70-110-605000-100212	605000 - Construction			\$1,500,000			\$2,610,400		\$4,110,400
		300-70-110-605000-100215	605000 - Construction						\$200,000		\$200,000
		300-70-110-605000-100360	605000 - Construction						\$2,600,000		\$2,600,000
		300-70-110-605000-100369	605000 - Construction						\$3,549,200		\$3,549,200
		300-70-110-605000-100387	605000 - Construction						\$684,500		\$684,500
		300-70-110-605000-100388	605000 - Construction						\$143,000		\$143,000
		300-70-110-605000-100389	605000 - Construction						\$4,865,600		\$4,865,600
		600 - Capital Total				\$1,500,000			\$15,851,700		\$17,351,700
	300 - Transportation Impact Fund Total					\$1,500,000			\$15,851,700		\$17,351,700
	310 - Public Facilities Impact Fund	600 - Capital									
		310-70-110-605000-100221	605000 - Construction						\$20,500		\$20,500
		310-70-440-605000-100199	605000 - Construction			\$3,727,929			\$1,456,300		\$5,184,229
		310-70-440-605000-100300	605000 - Construction						\$200,000		\$200,000
		600 - Capital Total				\$3,727,929			\$1,676,800		\$5,404,729
	310 - Public Facilities Impact Fund Total					\$3,727,929			\$1,676,800		\$5,404,729
	320 - Parks Improvement Impact Fund	600 - Capital									
		320-50-110-605000-100022	605000 - Construction						\$69,000		\$69,000
		320-50-110-605000-100200	605000 - Construction			\$543,057	\$65,000		\$443,184		\$1,051,241
		600 - Capital Total				\$543,057	\$65,000		\$512,184		\$1,120,241
	320 - Parks Improvement Impact Fund Total					\$543,057	\$65,000		\$512,184		\$1,120,241
	325 - Police Facilities Impact Fund	600 - Capital									
		325-70-110-605000-100391	605000 - Construction						\$401,000		\$401,000
		600 - Capital Total							\$401,000		\$401,000
	325 - Police Facilities Impact Fund Total								\$401,000		\$401,000
	330 - Tree Impact Fund	600 - Capital									

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Object Type	Fund	GL Category	Object *	Additional FTE	BOT Approved	New Capital Request	New Operating Request	Revenue Change	Rollovers	Transfers	Total Proposed Changes
Expenses	330 - Tree Impact Fund	330-50-110-605000-100257	605000 - Construction						\$105,000		\$105,000
		600 - Capital Total							\$105,000		\$105,000
	330 - Tree Impact Fund Total								\$105,000		\$105,000
	340 - Storm Drainage Impact Fund	800 - Transfers Out									
		340-70-110-800520-000000	800520 - Transfers to Storm Drainage Operating Fund							\$275,886	\$275,886
		800 - Transfers Out Total								\$275,886	\$275,886
	340 - Storm Drainage Impact Fund Total									\$275,886	\$275,886
	400 - Fleet & Equipment Acquisiton Fund	600 - Capital									
		400-50-110-601000-200291	601000 - Vehicles - Passenger						\$89,000		\$89,000
		400-50-810-601200-200293	601200 - Heavy Equipment			\$24,000			\$116,000		\$140,000
		400-50-820-600120-200294	600120 - Recreation Equipment			\$78,660			\$12,460		\$91,120
		400-60-110-600140-200293	600140 - Public Safety Equipment		\$19,200						\$19,200
		400-70-450-601200-100294	601200 - Heavy Equipment						\$120,200		\$120,200
		600 - Capital Total			\$19,200	\$102,660			\$337,660		\$459,520
	400 - Fleet & Equipment Acquisiton Fund Total				\$19,200	\$102,660			\$337,660		\$459,520
	500 - Water Fund	500 - Salaries & Wages									
		500-70-740-500000-000000	500000 - Salaries - Regular							(\$25,600)	(\$25,600)
		500 - Salaries & Wages Total								(\$25,600)	(\$25,600)
		520 - Maintenance									
		500-70-740-520100-000000	520100 - Bldgs/Grounds Maint Services							\$14,025	\$14,025
		520 - Maintenance Total								\$14,025	\$14,025
		530 - Supplies									
		500-70-724-530160-000000	530160 - Tools & Equipment				\$1,500				\$1,500
		500-70-724-536060-000000	536060 - Distribution Maint Supplies				\$3,500				\$3,500
		500-70-740-536020-000000	536020 - Solids Disposal							(\$14,025)	(\$14,025)
		500-70-750-536120-000000	536120 - Treatment Supplies						\$25,000		\$25,000
		500-70-770-530160-000000	530160 - Tools & Equipment						\$1,000		\$1,000
		500-70-770-536060-000000	536060 - Distribution Maint Supplies							(\$1,000)	(\$1,000)
		530 - Supplies Total					\$5,000			\$10,975	\$15,975
		560 - Professional Services									
		500-70-740-560100-000000	560100 - Consultation Services							\$25,600	\$25,600
		560 - Professional Services Total								\$25,600	\$25,600
		571 - Assessments									
		500-70-110-572000-000000	572000 - CBT Assessment Fees				\$141,300				\$141,300
		500-70-110-572020-000000	572020 - Ditch Supply Access Fees							(\$10,800)	(\$10,800)
		571 - Assessments Total					\$141,300			(\$10,800)	\$130,500
		573 - Other Expenses									
		500-70-110-573080-000000	573080 - Membership Dues							\$10,800	\$10,800
		500-70-720-573020-000000	573020 - Travel & Conferences							\$200	\$200
		500-70-720-573060-000000	573060 - Books, Publications & Reference Materials							(\$200)	(\$200)
		573 - Other Expenses Total								\$10,800	\$10,800
		600 - Capital									
		500-70-110-600190-100237	600190 - Other Equipment						\$90,000		\$90,000
		500-70-110-601200-100284	601200 - Heavy Equipment						\$50,000		\$50,000

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Object Type	Fund	GL Category	Object *	Additional FTE	BOT Approved	New Capital Request	New Operating Request	Revenue Change	Rollovers	Transfers	Total Proposed Changes
Expenses	500 - Water Fund	500-70-110-603000-100001	603000 - Water Meters & Yokes						\$569,400	\$247,800	\$817,200
		500-70-110-603000-100002	603000 - Water Meters & Yokes							(\$247,800)	(\$247,800)
		500-70-110-603500-100005	603500 - Raw Water Acquisitions			\$31,600					\$31,600
		500-70-110-603500-100007	603500 - Raw Water Acquisitions			\$132,500			\$162,500		\$295,000
		500-70-110-604000-100364	604000 - Land						\$1,500,000		\$1,500,000
		500-70-110-605000-100029	605000 - Construction						\$26,100		\$26,100
		500-70-110-605000-100087	605000 - Construction						\$50,200		\$50,200
		500-70-110-605000-100227	605000 - Construction						\$282,100		\$282,100
		500-70-110-605000-100228	605000 - Construction						\$6,393,200		\$6,393,200
		500-70-110-605000-100234	605000 - Construction						\$101,500		\$101,500
		500-70-110-605000-100258	605000 - Construction						\$2,806,200	(\$180,000)	\$2,626,200
		500-70-110-605000-100262	605000 - Construction						\$458,000		\$458,000
		500-70-110-605000-100305	605000 - Construction							\$180,000	\$180,000
		500-70-110-605000-100309	605000 - Construction						\$13,036,900		\$13,036,900
		500-70-110-605000-100332	605000 - Construction						\$28,757,600		\$28,757,600
		500-70-110-605000-100333	605000 - Construction						\$6,258,300		\$6,258,300
		500-70-110-605000-100355	605000 - Construction							\$256,400	\$256,400
		500-70-110-605000-100361	605000 - Construction						\$187,500		\$187,500
		500-70-110-605000-100364	605000 - Construction						\$7,000,000	\$1,100,000	\$8,100,000
		500-70-110-605000-100365	605000 - Construction						\$1,919,300		\$1,919,300
		500-70-110-605000-100375	605000 - Construction						\$1,040,000		\$1,040,000
		500-70-110-605000-100390	605000 - Construction						\$800,000		\$800,000
		500-70-110-605000-100397	605000 - Construction						\$530,000		\$530,000
		500-70-110-605000-100398	605000 - Construction						\$793,400		\$793,400
		500-70-110-605000-100399	605000 - Construction						\$108,000		\$108,000
		500-70-110-605000-100400	605000 - Construction						\$150,000	(\$150,000)	\$0
		500-70-110-605000-100401	605000 - Construction						\$150,000	\$150,000	\$300,000
		500-70-110-605000-100402	605000 - Construction						\$100,000		\$100,000
		500-70-110-605000-100403	605000 - Construction						\$130,000		\$130,000
		500-70-110-605000-100421	605000 - Construction						\$284,900	\$9,500,000	\$9,784,900
		500-70-110-605000-100432	605000 - Construction							(\$1,100,000)	(\$1,100,000)
		500-70-110-605000-100433	605000 - Construction							(\$9,500,000)	(\$9,500,000)
		500-70-110-605000-100438	605000 - Construction			\$280,000					\$280,000
		500-70-110-606000-110500	606000 - Reimbursable Capital Projects						\$271,000		\$271,000
		500-70-440-605000-100199	605000 - Construction			\$172,413			\$515,200		\$687,613
		600 - Capital Total			\$280,000	\$336,513			\$74,521,300	\$256,400	\$75,394,213
	500 - Water Fund Total				\$280,000	\$336,513	\$146,300		\$74,521,300	\$281,400	\$75,565,513
	510 - Wastewater Fund	510 - Utilities									
		510-70-750-510100-000000	510100 - Utilities - Gas Service							(\$2,300)	(\$2,300)
		510 - Utilities Total								(\$2,300)	(\$2,300)
		520 - Maintenance									
		510-70-750-520100-000000	520100 - Bldgs/Grounds Maint Services							(\$10,000)	(\$10,000)
		510-70-750-522100-000000	522100 - Equipment Maint Services				\$90,000				\$90,000
		520 - Maintenance Total					\$90,000			(\$10,000)	\$80,000

2023 1st Supplemental Change Detail

Object Type	Fund	GL Category	Object *	Additional FTE	BOT Approved	New Capital Request	New Operating Request	Revenue Change	Rollovers	Transfers	Total Proposed Changes
Expenses	510 - Wastewater Fund	530 - Supplies									
		510-70-750-530160-000000	530160 - Tools & Equipment				\$36,000				\$36,000
		510-70-750-534020-000000	534020 - Equipment Maint Supplies							\$7,000	\$7,000
		510-70-750-536000-000000	536000 - Plant Chemicals							(\$25,000)	(\$25,000)
		510-70-750-536120-000000	536120 - Treatment Supplies							\$12,300	\$12,300
		530 - Supplies Total					\$36,000			(\$5,700)	\$30,300
		561 - Services - Other									
		510-70-750-565000-000000	565000 - Laboratory Services							(\$1,000)	(\$1,000)
		561 - Services - Other Total								(\$1,000)	(\$1,000)
		573 - Other Expenses									
		510-70-110-577000-100422	577000 - Noncap Construction				\$607,900				\$607,900
		510-70-750-573000-000000	573000 - Training & Tuition							(\$3,000)	(\$3,000)
		510-70-750-573020-000000	573020 - Travel & Conferences							(\$3,000)	(\$3,000)
		573 - Other Expenses Total					\$607,900			(\$6,000)	\$601,900
		600 - Capital									
		510-70-110-605000-100199	605000 - Construction						\$205,700		\$205,700
		510-70-110-605000-100234	605000 - Construction						\$95,100		\$95,100
		510-70-110-605000-100267	605000 - Construction			\$223,400			\$2,518,700		\$2,742,100
		510-70-110-605000-100361	605000 - Construction						\$200,000		\$200,000
		510-70-110-605000-100396	605000 - Construction						\$90,000		\$90,000
		510-70-110-605000-100422	605000 - Construction						\$1,000,000		\$1,000,000
		510-70-750-601200-307420	601200 - Heavy Equipment			\$15,000					\$15,000
		510-70-440-605000-100199	605000 - Construction			\$68,832					\$68,832
		600 - Capital Total				\$307,232			\$4,109,500		\$4,416,732
	510 - Wastewater Fund Total					\$307,232	\$733,900		\$4,109,500	(\$25,000)	\$5,125,632
	520 - Storm Drainage Operating Fund	500 - Salaries & Wages									
		520-70-760-500000-000000	500000 - Salaries - Regular			\$98,735					\$98,735
		500 - Salaries & Wages Total				\$98,735					\$98,735
		501 - Benefits									
		520-70-760-501000-000000	501000 - Benefit Expense Allocation			\$49,900					\$49,900
		520-70-760-503200-000000	503200 - Clothing & Uniforms			\$500					\$500
		501 - Benefits Total				\$50,400					\$50,400
		520 - Maintenance									
		520-70-760-524000-000000	524000 - Collection Maint Services				\$50,000				\$50,000
		520 - Maintenance Total					\$50,000				\$50,000
		530 - Supplies									
		520-70-760-530160-000000	530160 - Tools & Equipment				\$11,000				\$11,000
		520-70-760-530180-000000	530180 - Safety Supplies			\$100					\$100
		530 - Supplies Total				\$100			\$11,000		\$11,100
		561 - Services - Other									
		520-70-760-560340-000000	560340 - Printing & Copy Services			\$200					\$200
		561 - Services - Other Total				\$200					\$200
		573 - Other Expenses									
		520-70-420-573020-000000	573020 - Travel & Conferences				\$11,300				\$11,300

2023 1st Supplemental Change Detail

Object Type	Fund	GL Category	Object *	Additional FTE	BOT Approved	New Capital Request	New Operating Request	Revenue Change	Rollovers	Transfers	Total Proposed Changes
Expenses	520 - Storm Drainage Operating Fund	520-70-760-573000-000000	573000 - Training & Tuition	\$3,000							\$3,000
		573 - Other Expenses Total		\$3,000			\$11,300				\$14,300
		600 - Capital									
		520-70-110-605000-100062	605000 - Construction						\$50,000		\$50,000
		520-70-110-605000-100149	605000 - Construction						\$705,600		\$705,600
		520-70-110-605000-100181	605000 - Construction						\$200,000		\$200,000
		520-70-110-605000-100225	605000 - Construction						\$718,400		\$718,400
		520-70-110-605000-100270	605000 - Construction						\$4,954,800		\$4,954,800
		520-70-110-605000-100393	605000 - Construction						\$100,000		\$100,000
		520-70-110-605000-100394	605000 - Construction						\$200,000		\$200,000
		520-70-440-605000-100199	605000 - Construction			\$30,826			\$92,100		\$122,926
		520-70-760-600200-000000	600200 - Furniture	\$15,000							\$15,000
		520-70-110-601200-000000	601200 - Heavy Equipment			\$41,300					\$41,300
		600 - Capital Total		\$15,000		\$72,126			\$7,020,900		\$7,108,026
	520 - Storm Drainage Operating Fund Total			\$167,435		\$72,126	\$72,300		\$7,020,900		\$7,332,761
	530 - Airport Fund	600 - Capital									
		530-70-110-605000-100355	605000 - Construction			\$97,000					\$97,000
		530-70-110-605000-100435	605000 - Construction							(\$256,400)	(\$256,400)
		600 - Capital Total				\$97,000				(\$256,400)	(\$159,400)
	530 - Airport Fund Total					\$97,000				(\$256,400)	(\$159,400)
	205 - Grants Fund	800 - Transfers Out									
		205-70-110-800100-100234	800100 - Transfer to General Fund							\$700,000	\$700,000
		800 - Transfers Out Total								\$700,000	\$700,000
	205 - Grants Fund Total									\$700,000	\$700,000
Expenses Total				\$634,833	\$1,466,916	\$14,229,962	\$3,493,833		\$110,669,363	\$975,886	\$131,470,793

Capital Projects - All Funds - 2023 1st Supplemental

2023 1st Supp.
Changes

Fund Name	Capital Project Name	Amount
100 - General Fund		
100 - General Fund	119th and Erie Pkwy Roundabout Turn Lane Correction	\$283,400
100 - General Fund	Backflow	\$525
100 - General Fund	Bridge Maintenance	\$116,600
100 - General Fund	Charge Ahead Colorado	\$124,600
100 - General Fund	Coal Creek Park Redevelopment	\$2,342,196
100 - General Fund	Collection	\$5,000
100 - General Fund	Community Art Program	\$386,000
100 - General Fund	Comprehensive Plan Update	\$342,902
100 - General Fund	Concrete Maintenance Program	\$40,300
100 - General Fund	COVID related & potential ARPA Operating cost	(\$8,000)
100 - General Fund	ECC Improvements	(\$25,000)
100 - General Fund	ECC Pool/Sprayground Equipment	\$157,072
100 - General Fund	Energy Performance Contracting Implementation	\$1,600,000
100 - General Fund	Erie Community Park Phase II	\$110,016
100 - General Fund	Facilities Exterior	\$250,000
100 - General Fund	Facilities Master Plan	\$256,700
100 - General Fund	Flume/Drop Structure	\$25,000
100 - General Fund	General Recreation	\$10,000
100 - General Fund	HOA Pocket Park Program	\$107,500
100 - General Fund	I-25/Erie Parkway Master Plan	\$418,169
100 - General Fund	Locates	\$525
100 - General Fund	Office Remodeling	\$210,300
100 - General Fund	POST Infrastructure Replacements	\$254,513
100 - General Fund	Replacement Air Handlers	\$54,700
100 - General Fund	Schofield Farm/Strieby Open Space/Erie Lake Exp. M	\$109,725
100 - General Fund	Schofield Property Structural/Safety Review and Clean Up	\$0
100 - General Fund	Special Events	\$43,500
100 - General Fund	Street Overlay	\$1,274,900
100 - General Fund	Street Reconstruction Projects	\$1,319,100
100 - General Fund	Town Hall Expansion	\$4,000,000
100 - General Fund	Traffic Calming	\$44,400
100 - General Fund	Traffic Mitigation	\$455,100
100 - General Fund	Traffic Signal Improvements	\$50,000
100 - General Fund	Water Reclamation	\$300
100 - General Fund Total		\$14,360,043
210 - Trails & Natural Areas Fund		
210 - Trails & Natural Areas Fund	Old Town Reach 1 (Drainage Improvements)	\$584,390
210 - Trails & Natural Areas Fund	Open Space Restoration Projects	\$367,269
210 - Trails & Natural Areas Fund	Schofield Farm/Strieby Open Space/Erie Lake Exp. M	\$250,000
210 - Trails & Natural Areas Fund	Trail Connector	(\$584,390)
210 - Trails & Natural Areas Fund Total		\$617,269
220 - Conservation Trust Fund		
220 - Conservation Trust Fund	Disc Golf Course	\$44,315
220 - Conservation Trust Fund	Singletrack Shelter	\$44,315
220 - Conservation Trust Fund Total		\$88,630
300 - Transportation Impact Fund		
300 - Transportation Impact Fund	111th and Araphoe Road Intersection	\$143,000
300 - Transportation Impact Fund	CLR - Austin to Erie Parkway	\$387,300
300 - Transportation Impact Fund	CLR - Erie Parkway to Telleen	\$684,500
300 - Transportation Impact Fund	CLR - Telleen to Cheesman	\$4,110,400
300 - Transportation Impact Fund	ColliersHill/Historic Erie Connection	\$200,000

Capital Projects - All Funds - 2023 1st Supplemental

2023 1st Supp.
Changes

Fund Name	Capital Project Name	Amount
300 - Transportation Impact Fund	Erie Parkway and WCR 7 Intersection	\$611,700
300 - Transportation Impact Fund	Erie's Contribution for SH7 & 119th Intersection	\$2,600,000
300 - Transportation Impact Fund	Town Center - North Roundabout	\$3,549,200
300 - Transportation Impact Fund	Town Center -South Roundabout	\$4,865,600
300 - Transportation Impact Fund	Transportation Master Plan Update	\$200,000
300 - Transportation Impact Fund Total		\$17,351,700
310 - Public Facilities Impact Fund		
310 - Public Facilities Impact Fund	ECC - Kid Station and Office Expansion	\$200,000
310 - Public Facilities Impact Fund	Town Hall Expansion	\$5,184,229
310 - Public Facilities Impact Fund	Upgrade Recycle Center	\$20,500
310 - Public Facilities Impact Fund Total		\$5,404,729
320 - Parks Improvement Impact Fund		
320 - Parks Improvement Impact Fund	Erie Community Park Phase II	\$69,000
320 - Parks Improvement Impact Fund	Schofield Farm/Striebby Open Space/Erie Lake Exp. M	\$1,051,241
320 - Parks Improvement Impact Fund Total		\$1,120,241
325 - Police Facilities Impact Fund		
325 - Police Facilities Impact Fund	PD/Courts Expansion	\$401,000
325 - Police Facilities Impact Fund Total		\$401,000
330 - Tree Impact Fund		
330 - Tree Impact Fund	Coal Creek Park Redevelopment	\$105,000
330 - Tree Impact Fund Total		\$105,000
400 - Fleet & Equipment Acquisiton Fund		
400 - Fleet & Equipment Acquisiton Fund	Equipment - New	\$159,200
400 - Fleet & Equipment Acquisiton Fund	Equipment - Replacement	\$211,320
400 - Fleet & Equipment Acquisiton Fund	Fleet Vehicle - New	\$89,000
400 - Fleet & Equipment Acquisiton Fund Total		\$459,520
500 - Water Fund		
500 - Water Fund	AC Line Replacement in Air Park	\$1,040,000
500 - Water Fund	AWOS/Wind Cone Relocation	\$256,400
500 - Water Fund	Boulder Creek Stabilization Project	\$530,000
500 - Water Fund	Broomfield Water Interconnect	\$458,000
500 - Water Fund	Carbon Analyzers - Replacements	\$90,000
500 - Water Fund	Compass	\$271,000
500 - Water Fund	Energy Performance Contracting Implementation	\$101,500
500 - Water Fund	Filly Lake Well System Pipeline Improvements	\$280,000
500 - Water Fund	NISP	\$295,000
500 - Water Fund	Non-Potable Water System	\$282,100
500 - Water Fund	Pipe SBCD	\$793,400
500 - Water Fund	Potable Water Camera	\$50,000
500 - Water Fund	Pump Station Upgrades	\$50,200
500 - Water Fund	Reimburse Spring Hill for Waterline Upsizing	\$800,000
500 - Water Fund	Relocate Non-Potable Waterline	\$0
500 - Water Fund	Replace Irrigation Meter	\$300,000
500 - Water Fund	SCADA System Upgrade	\$187,500
500 - Water Fund	Town Hall Expansion	\$687,613
500 - Water Fund	Turbine at the Water Treatment Facility	\$180,000
500 - Water Fund	Valve Replacements	\$100,000
500 - Water Fund	Ventilation Improvements	\$130,000
500 - Water Fund	Water Master Plan Update	\$26,100
500 - Water Fund	Water Meters - Replacements	\$817,200
500 - Water Fund	Water Meters and Yokes - New	(\$247,800)
500 - Water Fund	Water Treatment Facility - New	\$1,919,300

Capital Projects - All Funds - 2023 1st Supplemental

2023 1st Supp.
Changes

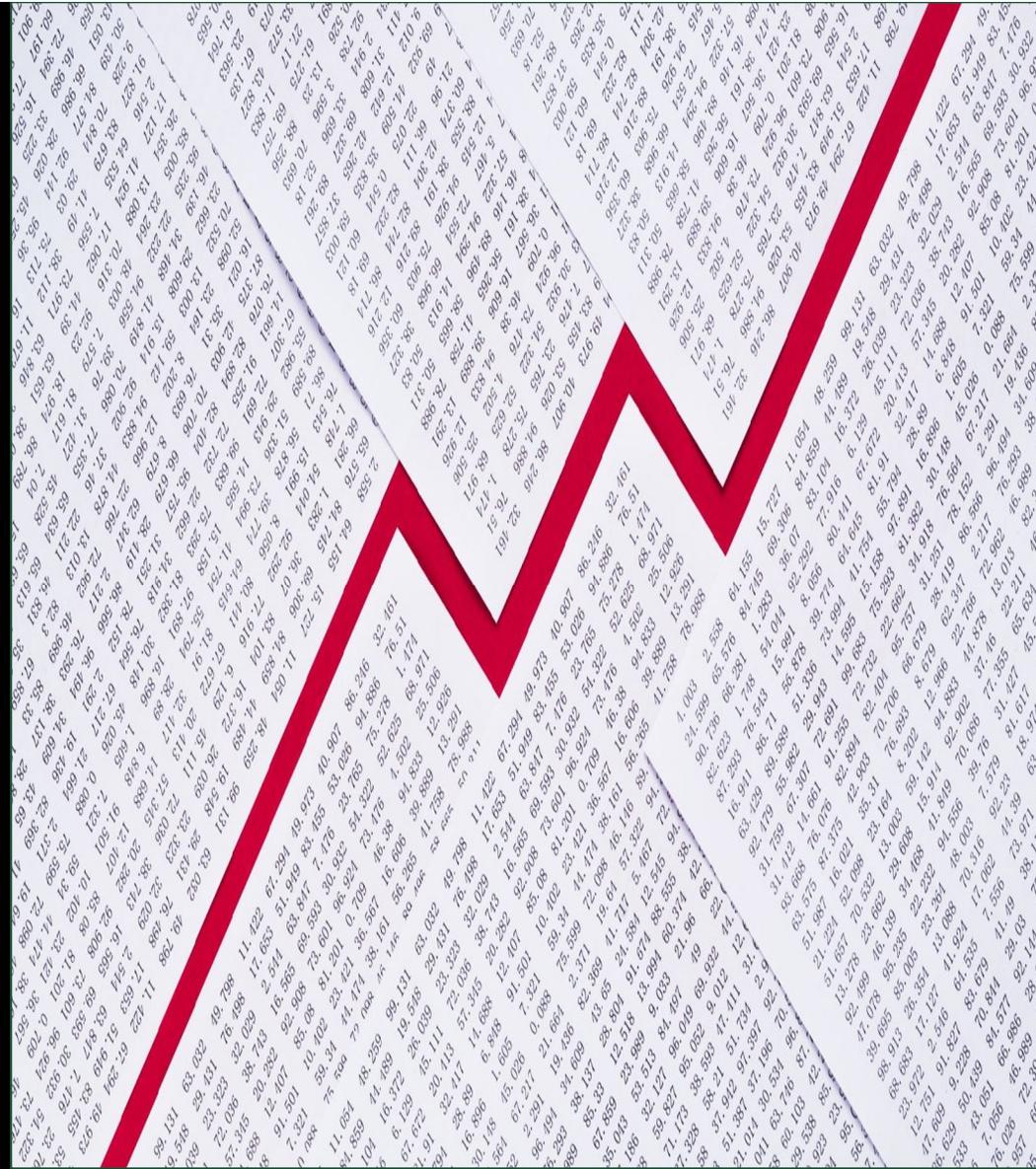
Fund Name	Capital Project Name	Amount
500 - Water Fund	Water Treatment Facility Expansion	\$2,626,200
500 - Water Fund	Water Treatment Plant Lab and Admin Expansion	\$108,000
500 - Water Fund	Well Project	\$6,258,300
500 - Water Fund	Windy Gap Firming Project	\$31,600
500 - Water Fund	Zone 2 Storage Tank	\$28,757,600
500 - Water Fund	Zone 2 Transmission Main 1st Phase	\$13,036,900
500 - Water Fund	Zone 3 - WCR7 Waterline Improvements	(\$9,500,000)
500 - Water Fund	Zone 3 & 4 Southwest WL	(\$1,100,000)
500 - Water Fund	Zone 3 Water Tank	\$9,600,000
500 - Water Fund	Zone 3 Waterline Extension Phase 2	\$6,393,200
500 - Water Fund	Zone 3 WCR7 Waterline Improvements	\$9,784,900
500 - Water Fund Total		\$75,394,213
510 - Wastewater Fund		
510 - Wastewater Fund	Boulder Creek Sampling Location	\$90,000
510 - Wastewater Fund	Energy Performance Contracting Implementation	\$95,100
510 - Wastewater Fund	Engineering	\$15,000
510 - Wastewater Fund	NWRF Expansion	\$2,742,100
510 - Wastewater Fund	SCADA System Upgrade	\$200,000
510 - Wastewater Fund	SWRF Demolition	\$1,607,900
510 - Wastewater Fund	Town Hall Expansion	\$274,532
510 - Wastewater Fund Total		\$5,024,632
520 - Storm Drainage Operating Fund		
520 - Storm Drainage Operating Fund	Coal Creek From Levee to RR Tracks	\$718,400
520 - Storm Drainage Operating Fund	Coal Creek from RR Tracks to County Line Road	\$200,000
520 - Storm Drainage Operating Fund	Coal Creek Improvements	\$50,000
520 - Storm Drainage Operating Fund	County Line to Kenosha	\$200,000
520 - Storm Drainage Operating Fund	Drainage Facility Maintenance and Repair	\$705,600
520 - Storm Drainage Operating Fund	Linear Park Detention Pond	\$100,000
520 - Storm Drainage Operating Fund	Old Town Reach 1 (Drainage Improvements)	\$4,954,800
520 - Storm Drainage Operating Fund	Town Hall Expansion	\$122,926
520 - Storm Drainage Operating Fund Total		\$7,051,726
530 - Airport Fund		
530 - Airport Fund	AWOS/Wind Cone Relocation	\$97,000
530 - Airport Fund	West Ramp & TWY Construction	(\$256,400)
530 - Airport Fund Total		(\$159,400)
205 - Grants Fund		
205 - Grants Fund	Energy Performance Contracting Implementation	\$700,000
205 - Grants Fund Total		\$700,000
Grand Total		\$127,919,303



2023 1st Supplemental

Presenter: Cassie Bethune

May 9, 2023



- Summary of 1st Supplemental Changes
- General Fund Summary
- Major Expenditures
- Personnel & Position Requests

AGENDA

**2023 1ST
SUPPLEMENTAL
CHANGES**



1ST SUPPLEMENTAL CHANGE REQUEST SUMMARY

	Revenues & Other Sources			Expenditures & Other Uses				Change in Fund Balance	
	Revenues	Transfers & Other Sources	Total Sources	New Requests	Previously Approved by the Board	Transfers	Capital Rollovers		Total Expenditures & Other Uses
General Fund			-	6,732,674	4,624,659	-	5,969,889	17,327,222	(17,327,222)
Trails & Natural Areas Fund			-	542,469		-	74,800	617,269	(617,269)
Conservation Trust Fund			-			-	88,630	88,630	(88,630)
Transportation Impact fund			-	1,500,000		-	15,851,700	17,351,700	(17,351,700)
Public Facilities Impact Fund			-		3,727,929	-	1,676,800	5,404,729	(5,404,729)
Parks Improvement Impact Fund			-	65,000	543,057	-	512,184	1,120,241	(1,120,241)
Police Facilities Impact Fund			-			-	401,000	401,000	(401,000)
Tree Impact Fund			-				105,000	105,000	(105,000)
Storm Drainage Impact Fund			-	-	30,826	275,886	-	306,712	(306,712)
Fleet & Equipment Acquisition Fund		459,520	459,520	102,660	19,200	-	337,660	459,520	-
Water Fund			-	310,400	452,413	281,400	74,521,300	75,565,513	(75,565,513)
Wastewater Fund			-	1,013,600	68,832	(25,000)	4,109,500	5,166,932	(5,166,932)
Storm Drainage Operating Fund		275,886	275,886	362,782			7,020,900	7,383,682	(7,107,796)
Airport Fund			-	97,000		(256,400)	-	(159,400)	159,400
Total - All Funds	-	735,406	735,406	10,726,585	9,466,916	275,886	110,669,363	131,138,750	(130,403,344)

1ST SUPPLEMENTAL FUND BALANCE SUMMARY

Changes in Fund Balances/Working Capital - 2023 Budget 1st Supplemental						
	Beginning Balance	Revenues	Expenditures	Net Increase/Decrease	Other Changes	Ending Balance
General Fund	48,754,830	49,510,483	69,943,396	(20,432,913)	(4,895,895)	23,426,022
Grants Fund	0	586,600	1,286,600	(700,000)		(700,000)
Trails & Natural Areas Fund	5,901,804	2,288,234	2,879,299	(591,065)		5,310,739
Conservation Trust Fund	884,791	239,500	458,723	(219,223)		665,568
Cemetery Fund	309,838	21,000	0	21,000		330,838
Total special revenue funds	7,096,433	3,135,334	4,624,622	(1,489,288)		5,607,145
Transportation Impact Fund	21,571,856	4,494,000	18,376,700	(13,882,700)		7,689,156
Public Facilities Impact Fund	9,391,364	1,475,400	9,449,219	(7,973,819)		1,417,545
Parks Improvement Impact Fund	8,713,107	2,602,300	1,909,616	692,684		9,405,791
Police Facilities Impact Fund	314,839	402,000	401,000	1,000		315,839
Tree Impact Fund	1,110,198	45,012	254,350	(209,338)		900,860
Storm Drainage Impact Fund	6,774,638	1,031,100	275,886	755,214		7,529,852
Fleet & Equipment Acquisiton Fund	1,275,319	1,392,621	1,392,621	0		1,275,319
Total capital funds	49,151,321	11,442,433	32,059,392	(20,616,959)		28,534,362
Water Fund	110,061,555	29,447,192	119,709,863	(90,262,671)		19,798,884
Wastewater Fund	32,595,749	11,330,350	12,634,263	(1,303,913)		31,291,836
Storm Drainage Operating Fund	8,536,643	2,151,081	9,142,911	(6,991,830)		1,544,813
Airport Fund	(137,878)	294,000	153,141	140,859		2,981
Total enterprise funds	151,056,069	43,222,623	141,640,178	(98,417,555)		52,638,514
Totals (for memorandum purposes only)	256,058,653	107,310,873	248,267,588	(140,956,715)	(4,895,895)	110,206,043

**GENERAL FUND
SUMMARY**

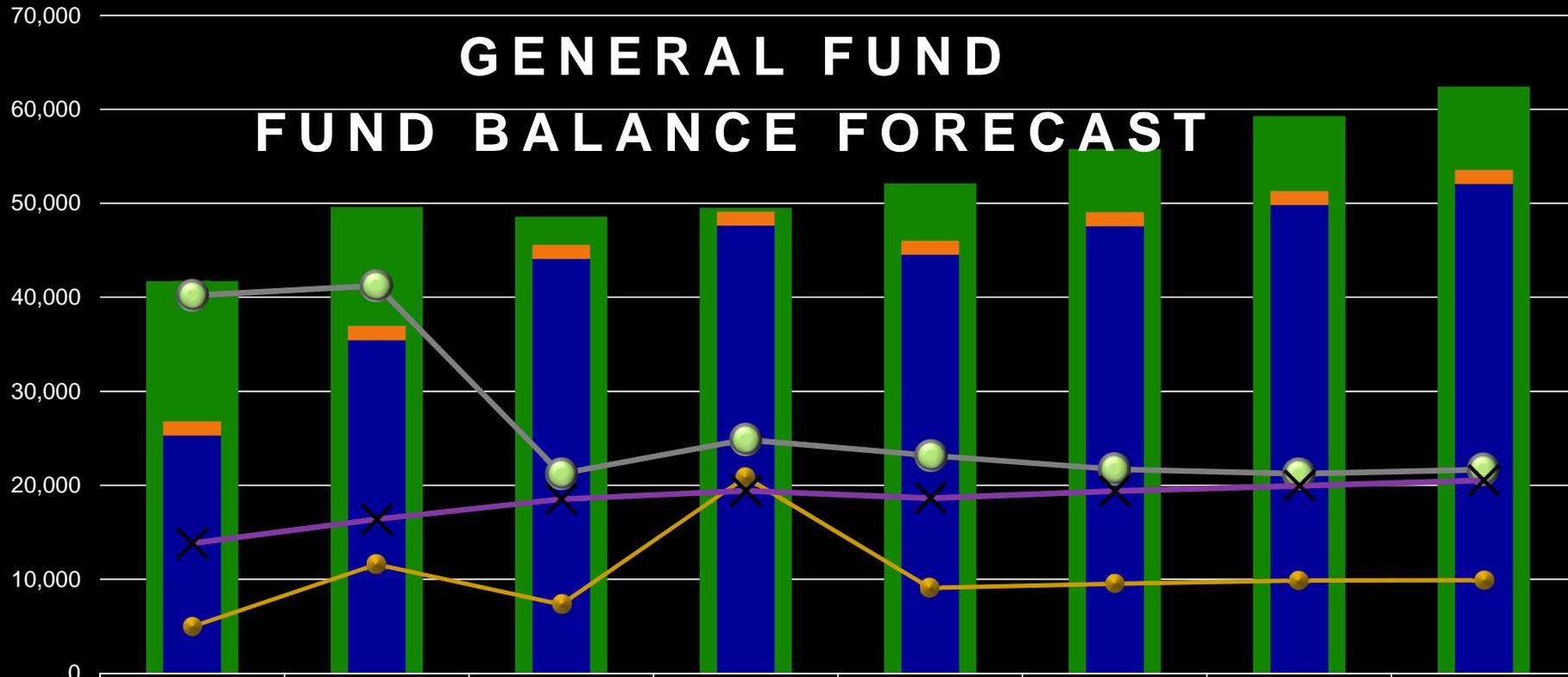


GENERAL FUND SUMMARY – 2023 1ST SUPPLEMENTAL

General Fund Revenues	\$	49,510,483
General Fund Operating & Debt Expenditures	\$	(49,094,861)
<u>Net Change before Capital</u>	<u>\$</u>	<u>415,622</u>
Capital Expenditures	\$	(14,878,646)
Capital Rollovers	\$	(5,969,889)
Change in General Fund Balance (A)	\$	(20,432,913)

Beginning Fund Balance (B)	\$	48,754,830
Ending Fund Balance (A) + (B) = (C)	\$	28,321,917
Non-spendable Fund Balance (D)	\$	4,895,895
Spendable Fund Balance (C) - (D) = (E)	\$	23,426,022
Minimum Required Fund Balance	\$	19,401,362

GENERAL FUND FUND BALANCE FORECAST



	2021 Actuals	2022 Actuals	2023 Adopted Budget	2023 1st Supp.	2024 Forecast	2025 Forecast	2026 Forecast	2027 Forecast
Revenues	41,694	49,586	48,565	49,510	52,108	55,769	59,281	62,404
Debt	1,489	1,518	1,489	1,489	1,490	1,489	1,489	1,493
Operating	25,281	35,439	44,063	47,605	44,520	47,542	49,796	52,038
Capital	4,952	11,587	7,309	20,849	9,064	9,511	9,865	9,896
Ending Spendable FB	40,191	41,233	21,221	24,844	23,146	21,690	21,210	21,655
Minimum FB	13,820	16,360	18,516	19,401	18,630	19,385	19,949	20,510
3% Operating Turnback				-1,428	-1,336	-1,426	-1,494	-1,561
FB/Operating Expenditure	159%	116%	48%	52%	52%	46%	43%	42%

MAJOR EXPENDITURE REQUESTS

- Town Hall Expansion additional funding - \$8.0 million
- CLR – Telleen to Cheesman- Safer Main Streets Grant - \$1.5 million
- Energy Performance Contracting Implementation - \$1.4 million
- Coal Creek Park Redevelopment – \$1.0 million
- South Water Reclamation Facility Demolition - \$607,900
- Schofield Farm Utilities Installation Construction Contract - \$543,057

**1ST
SUPPLEMENTAL
PERSONNEL &
POSITION
REQUESTS**



- **Public Works**

- Construction Inspector Supervisor (General)
- Storm Operations Supervisor (Storm Drainage)
- Utilities Vulnerability Supervisor (Storm Drainage)

- **Public Safety**

- Community Outreach Coordinator (General)

- **Human Resources**

- Administrative Assistant (General) – budgeted position increasing to full-time from part-time

- **Town Administration**

- Executive Administrative Assistant (General)

- **Finance**

- Accounting Specialist (General)







TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-216, **Version:** 1

SUBJECT:

Bi-Monthly Vector Air Airport Report

DEPARTMENT: Public Works

PRESENTER(S): Jason Hurd, Airport Manager
Todd Fessenden, Public Works Director

POLICY ISSUES:

This is a bi-monthly report from the Airport Manager and thus has minimal policy implications.

STAFF RECOMMENDATION:

For presentation only.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Please see attached - Vector Air Airport Report

Board Priority(s) Addressed:

- ✓ Prosperous Economy
- ✓ Well-Maintained Transportation Infrastructure

Attachment(s):

1. Report



**AIRPORT MANAGER'S REPORT
MAY 9, 2023 MEETING**



ERIE MUNICIPAL AIRPORT (KEIK)



AIRPORT FEES

THROUGH THE FENCE FEES

Through the Fence Fees, are invoiced in December of each year and are due on the first business day following January 1 of each year

The fees are assessed to both commercial and residential properties.

Vector Air Management invoiced the Through the Fence Fees in December of 2022 and the fees were collected in January of 2023.



LAND LEASE FEES

Land lease fees are invoiced to the owners of the T-hangars on airport property. There are currently 20 T-hangars on Airport property. The land lease fees are \$50.00 per month and are invoiced on the first of each month.

Land lease fees were collected for the months of March and April.

TIE-DOWN FEES

Tie-Down fees are invoiced to the owners of Aircraft tied down on the airport ramp. The Tie-Down fees are \$50.00 per month for permanent tie-downs and \$5.00 per night for transient aircraft. The permanent Tie-Downs are invoiced on the first of the month.



AIRFIELD SNOW REMOVAL

The Airport had several snow events this year. Appropriate NOTAMS were issued, and snow removal was completed in a timely manner.

COMMUNITY RELATIONS

On April 12, 2023, The Anthem Ranch Community HOA, which is located directly south of the Erie Municipal Airport, hosted an event called “FAA 101”.

Four FAA officials were on hand for the event. The intent of the presentation was to educate the Anthem Ranch Residents on FAA rules and regulations regarding operations, safety at the Airport and answer any questions residents may have had regarding Airport operations and FAA regulations.

This presentation was valuable because it helps reiterate the information that Airport Management shares with not only residents of Anthem Ranch but with those of the surrounding Erie communities.



Some of the areas FAA officials discussed were aircraft that are perceived to be flying too low over the community, aircraft taking off and landing at night and touch and goes. The FAA officials explained that Airport Management does not have the authority to prevent take-off and landings at night or restrict touch and go activity. They encouraged any resident who perceive aircraft to be flying “too low” over the community to contact the FAA.

FAA officials commended Vector Air Management on its existing Good Neighbor Community Relations Program, which is included at the end of this report.





In the past few weeks, the Erie Municipal Airport has been honored to have Chinook Helicopters from Buckley Space Force Base perform multiple low level practice approaches.

From the Buckley Space Force Base's website, <https://www.buckley.spaceforce.mil/Home/Welcome/>, they explain their mission as follows:

Space Base Delta 2's Mission and Vision

Our Vision and Mission clarify our path forward and solidify our organizing purpose as a combined, total force Airmen and space professionals (military, civilian, and contractor) in Space Base Delta 2:

Vision: Space-focused warrior Airmen ready to dominate today's fight and tomorrow's challenges.

Mission: Deliver unrivaled global combat support to our Combatant Commands, Joint mission partners and Allies, empowering uninterrupted missile warning, intelligence, and cyber operations.

We thank them for their service and look forward to seeing them again soon!





AIRPORT INSPECTIONS

Airport staff performed daily and weekly inspections of the airport. These inspections include but may not be limited to:

- Ensure all NOTAMs are current
- Check for FOD (foreign object debris). Remove as needed
- Inspect condition of the runway surface, and markings
- Inspect condition of the taxiway and connector surfaces and markings and perform routine maintenance as needed
- Inspect performance of runway and taxiway lighting and signs and perform routine maintenance as needed
- Inspect performance of navigational lighting performing routine maintenance as needed
- Inspect condition of the ramp area
- Ensure tied down aircraft are secure
- Inspect all airport equipment and vehicles and perform routine maintenance as needed.
- Inspect all airport wind socks for wear. Replace as needed
- Inspect segmented circle. Perform maintenance as needed

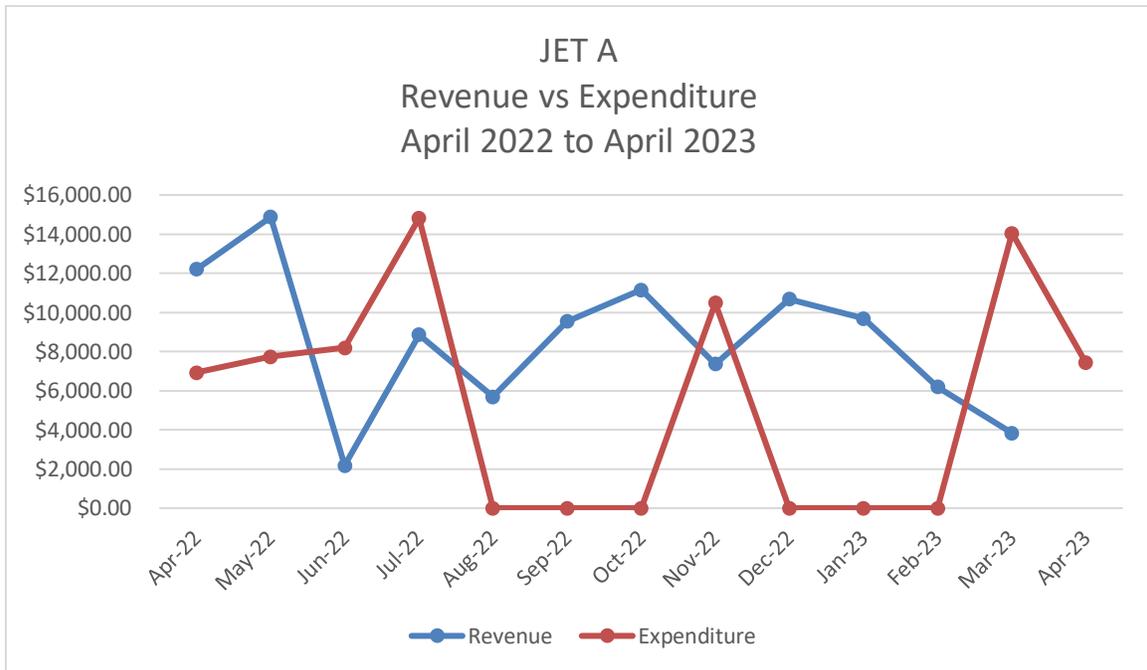
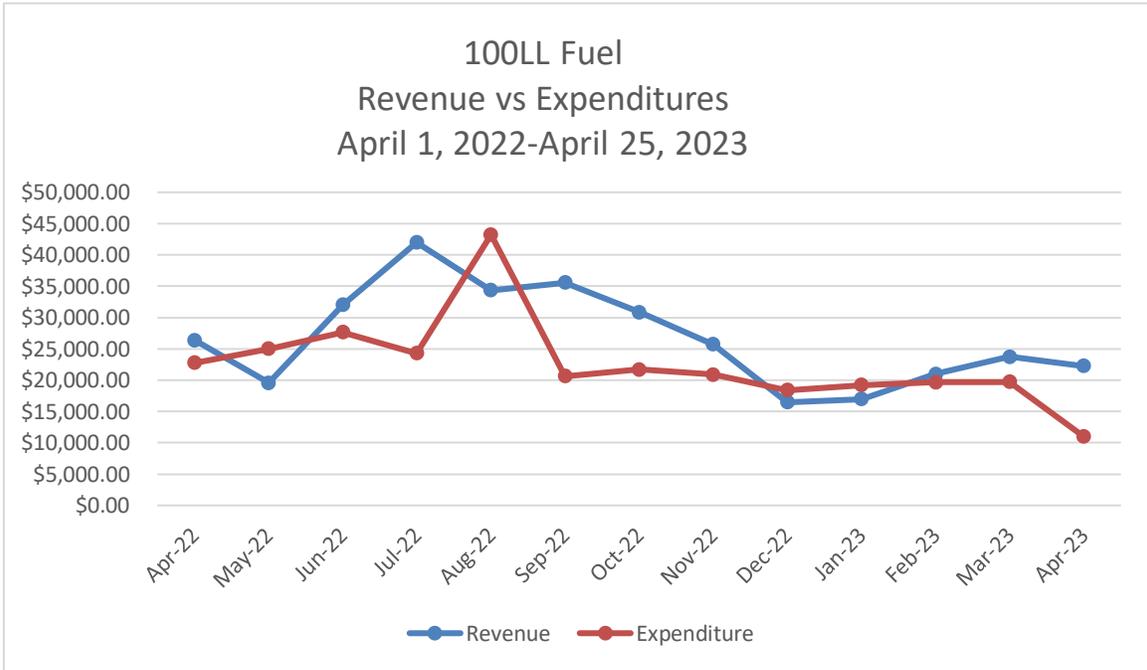


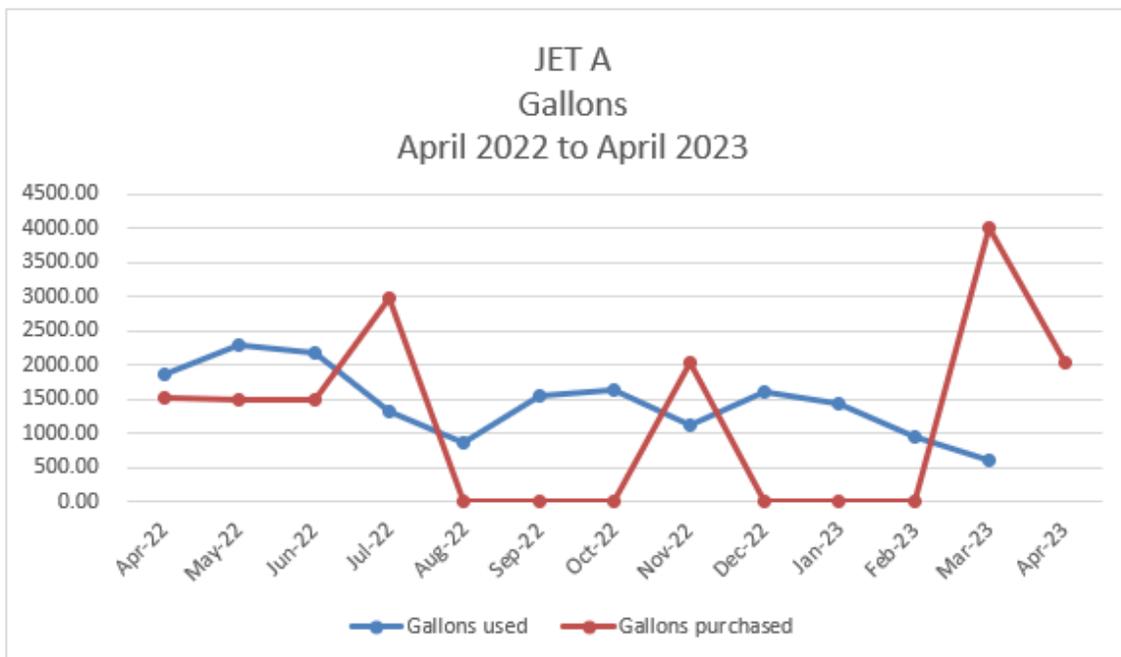
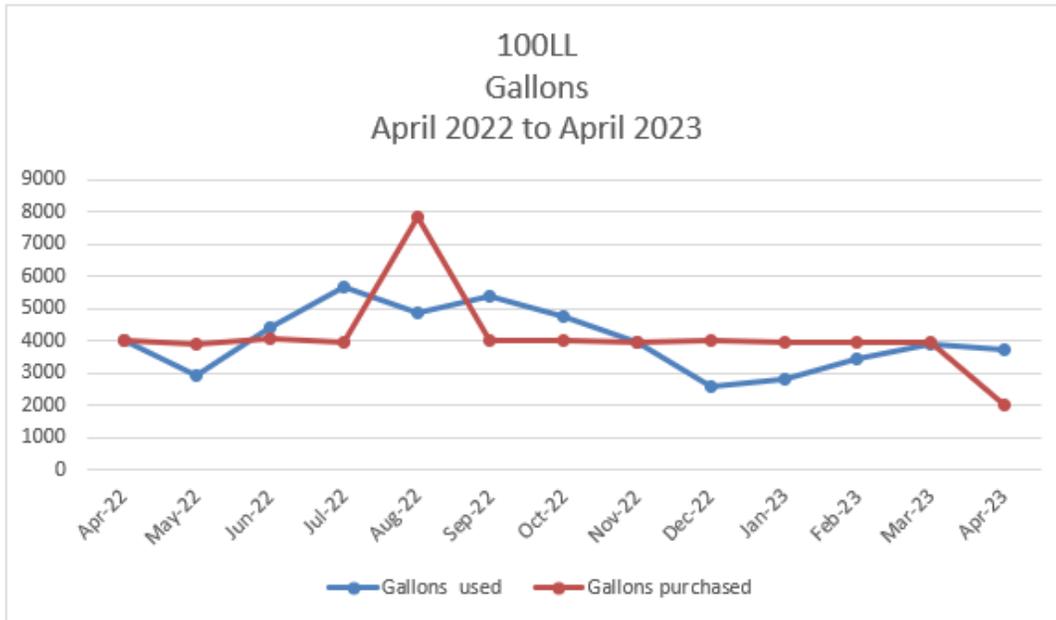
FUEL ISLAND INSPECTIONS

Airport staff continues to perform daily, weekly and monthly inspections of the fuel island. These inspections include but may not be limited to:

- Physical inspection of tank exteriors, including fitting, valves, connections, etc., for leaks
- Verify security of ladders
- Inspect tanks opening to ensure proper seal
- Inspect overfill prevention equipment and spill bucket
- Inspect tanks for contamination by water
- Inspect the area around the tanks for signs of leakage
- Verify fuel levels and alert Airport Management if fuel needs to be purchased
- Sump fuel tanks to check for contamination









The Erie Municipal Airport Community Relations Program Developed by Vector Air Management



Revision 1.6 – April 2023

Introduction

When the Erie Municipal Airport was originally developed, the citizens of the Town of Erie were its closest neighbors. Now, in 2023, the airport is virtually surrounded by communities, some in the Town of Erie and others in neighboring Broomfield, Lafayette and Boulder County

Vector Air Management understands the importance of maintaining positive relationships with all of the communities surrounding the airport.

The following Community Relations Program outlines what Vector Air Management envisions for the future as the airport and the communities surrounding it continue to grow.

Goals and Objectives

The goals and objectives of the Erie Municipal Airport Community Relations Program are straightforward. Vector Air Management will:

- Maintain open lines of communication to all surrounding communities
- Educate pilots and the public on airport operations
- Educate the public about businesses and opportunities at the airport
- Represent the Airport in a positive manner and promote airport safety to both airport users and surrounding communities

Vector Air Management takes seriously its responsibility to build and maintain a positive relationship with the surrounding communities. We will continue to talk to and, more importantly, listen to what members of the community have to say and resolve any issues related to the airport in a respectful manner to the best of our abilities.



Community Relations Liaison

It is important that the surrounding communities understand that if an issue, question or concern arises that the community-at-large or an individual inside the community deems worthy of attention, that someone at the airport will listen and take seriously the concern presented.

During Vector Air Management's normal business hours, Airport staff will act as the liaison to the communities. After normal business hours, anyone contacting the airport will have the opportunity to leave a detailed message for Airport staff to respond to the next business day.

Vector Air Management staff will record all pertinent information and pass the information on to the Airport Manager, who will decide the appropriate course of action. The community member who contacted Vector Air Management will then be contacted by the Airport Manager.

Communication with Surrounding Communities

Vector Air Management has already established communications with several of the surrounding communities, with positive results.

To continue to keep the lines of communication open, Vector Air Management will:

- Invite community members to visit the airport
- Develop events designed for surrounding communities such as an Airport Open House
- Encourage schools and youth groups to contact us for educational opportunities
- Submit letters and articles to community newsletters informing community members of current airport activities
- Inform community groups of the opportunity to have airport staff attend homeowner and community meetings to address concerns and answer questions
- Listen and respond respectfully and to the best of our abilities to questions and concerns as they arise



Recommended Departures to the East

The Erie Municipal Airport has developed a procedure for *Recommended East Departures* from the Airport in order to help alleviate aircraft traffic over heavily populated areas. In addition, the Airport asks pilots to *Avoid Over-Flight* of populated areas, when possible.

RECOMMENDED EAST DEPARTURES FROM THE ERIE MUNICIPAL AIRPORT

Recommended Departures from Runway 34

- Climb in the standard traffic pattern to mid-field
- Turn east at mid-field
- Overfly the airport at mid-field to the east

Recommended Departures from Runway 16

- Climb in the standard traffic pattern to mid-field
- Turn east at mid-field
- Overfly the airport at mid-field to the east

When practical, avoid over-flight of populated areas in the vicinity of the Erie Municipal Airport.

Please note that these are RECOMMENDATIONS ONLY!

As Pilot-in Command of your aircraft, you are responsible for the safety of your aircraft.



Education

Vector Air Management believes education is critical when it comes to the relationship with our airport neighbors. We firmly believe educating members of the surrounding communities about airport operations is an important part of our role as Airport Management. We also believe that making airport users aware of noise sensitive areas plays a large part in community relations.

As part of our Community Education Program, the Airport Advisory Group (AAG) will post its meeting schedule and the public will be welcome to attend and address the Group with any concerns that may arise.

Vector Air Management will make available to the public printed material that will describe operations at the Airport and provide maps of the Airport traffic pattern that indicate noise sensitive areas. An integral part of the printed materials will be to educate community members of the types of business and opportunities that are available at the Airport – for example, Medical Helicopters, research companies and flight training to name a few.

Seminars during Airport events will be made available that will allow members of the surrounding communities and airport users to ask questions about airport operations.

Positive Airport Representation

Vector Air Management believes that the best way to have positive relations with the communities in the area of the airport is to have constructive, honest conversation with community members and community representatives. We will always communicate in a straightforward and respectful manner to any community member who contacts us with concerns.

As the Airport Management, our number one priority at the airport is the safety of airport users and the surrounding communities. We will strive to communicate with and educate the public and airport users to the best of our ability to ensure a safe and a harmonious relationship.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 5/9/2023

File #: 23-256, **Version:** 1

SUBJECT:

Finance 2023 Q1 Financial Report

DEPARTMENT: Finance

PRESENTER(S): Stefanie Furman, Finance Director

STAFF RECOMMENDATION:

Information Only

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Finance 2023 Q1 Financial Report provides unaudited financial information for the quarter ending March 31, 2023.

Board Priority(s) Addressed:

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

Attachment(s):

1. Finance 2023 Q1 Financial Report



Town of Erie
Revenue & Expenditures Report
As of March 31, 2023

Overview

The Town of Erie’s financial position at the start of 2023 appears strong and in line with expectations. There are no notable variations. The following table is a high-level summary of actual numbers through March 31, 2023, compared to the total 2023 Budget for revenues and expenditures in each fund. Additional analysis for each fund is included in the remaining sections of this report.

Fund	2023 YTD Revenues	2023 Budget	% of Budget	2023 YTD Expenditures	2023 Budget	% of Budget
General	\$ 8,283,192	\$ 48,565,483	17%	\$ 11,607,650	\$ 52,861,084	22%
Special Revenue						
Grants	550,947	586,600	94%	550,947	586,600	94%
Trails & Natural Areas	853,824	2,288,234	37%	15,705	2,262,030	1%
Conservation Trust	120,960	239,500	51%	88,630	370,093	24%
Cemetery	25,036	21,000	119%	-	-	0%
Total Special Revenue	1,550,767	3,135,334	49%	655,282	3,218,723	20%
Enterprise Funds						
Water	7,110,591	29,447,192	24%	8,033,889	44,144,350	18%
Wastewater	2,916,921	11,330,350	26%	1,234,458	7,508,631	16%
Storm Drainage Operating	386,424	1,875,195	21%	144,549	1,810,150	8%
Airport	11,785	294,000	4%	7,382	312,541	2%
Total Enterprise Funds	10,425,721	42,946,737	24%	9,420,278	53,775,672	18%
Fleet & Equipment Fund	-	933,101	0%	19,200	933,101	2%
Capital Funds						
Transportation Impact	1,239,295	4,494,000	28%	95,604	1,025,000	9%
Public Facilities Impact	795,133	1,475,400	54%	113,649	4,044,490	3%
Parks Impact	416,199	2,602,300	16%	186,562	789,375	24%
Police Facility Impact	107,629	402,000	27%	0	0	0%
Tree Impact	51,981	45,012	115%	200	149,350	0%
Storm Drainage Impact	279,753	1,031,100	27%	-	-	0%
Total Capital Funds	2,889,990	10,049,812	29%	396,015	6,008,215	7%
Urban Renewal Authority	720,034	4,097,207	18%	108,694	2,332,319	5%

Throughout the following sections, comparative financial information is provided for each fund. The charts in this report use the same legend for the colored columns, as follows:

- **Prior YTD Actuals (Blue)** - Actual revenues/expenditures in 2022 through March 31, 2022.
- **Current YTD Actuals (Orange)** – Actual revenues/expenditures in 2023 through March 31, 2023.
- **2022 YTD Budget (Grey)** – Budgeted revenues/expenditures as of March 31, 2023, based on historical trends of revenue collected and expenditures by month.
- **2022 Total Budget (Yellow)** – Total amount budgeted for 2023.



Town of Erie
Revenue & Expenditures Report
As of March 31, 2023

General Fund

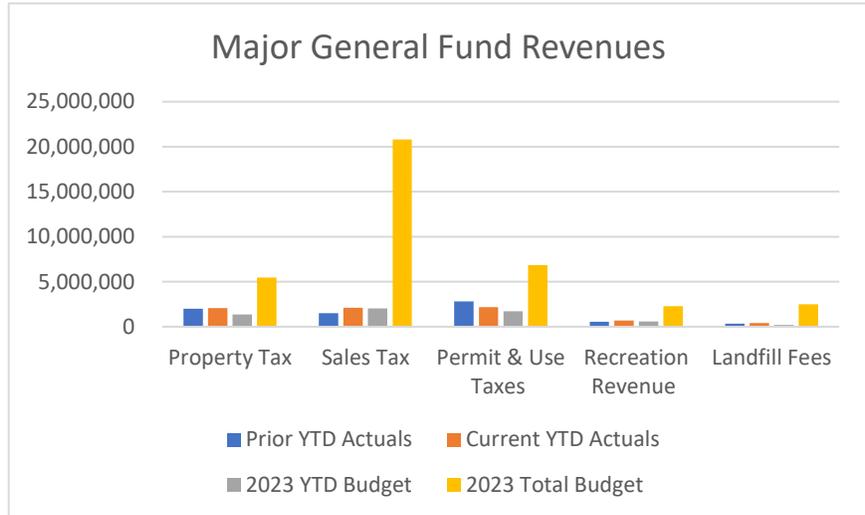
General Fund Revenues

The following chart summarizes the major revenue sources (greater than \$1M annually) of the General Fund.

Property taxes in line with the prior year and the current year budget.

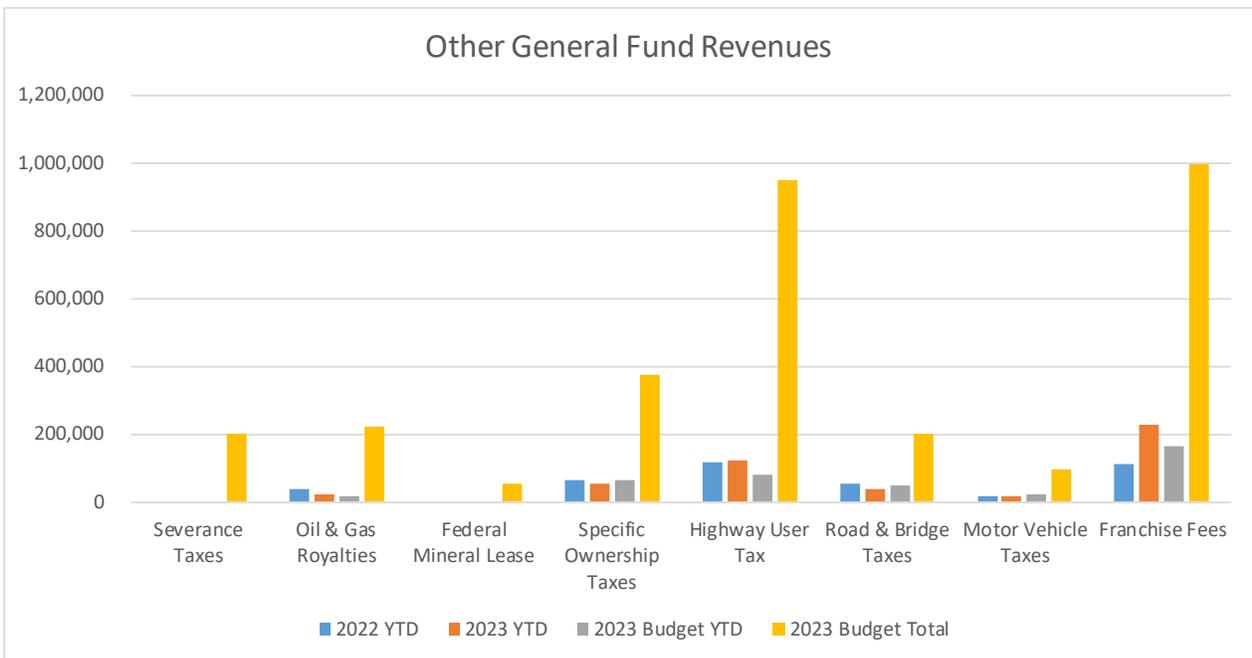
Sales taxes are higher than the prior year and slightly higher than expected revenues for the first quarter.

Development-related revenues including permit fees and use tax are slightly lower than the prior year, as development-related activity throughout the Town is lower than in the prior year. This is in line with expectations, as the current year is anticipated to be slower than the previous year.



Recreation revenues are slightly higher than the prior year and the expectations for the first quarter of the year. Landfill fees are in line with the prior year and current year budget.

The following chart summarizes other revenue sources for the General Fund.





Town of Erie
Revenue & Expenditures Report
As of March 31, 2023

Oil and gas royalties are slightly lower than the prior year but are still in line with budget. This revenue source is particularly volatile and is dependent on the performance of the oil and gas sector. Severance tax and federal mineral lease revenues are received annually in the fall, so there is no activity in the first quarter. Additional information on these revenue sources can be found on the [Department of Local Affairs](#) website.

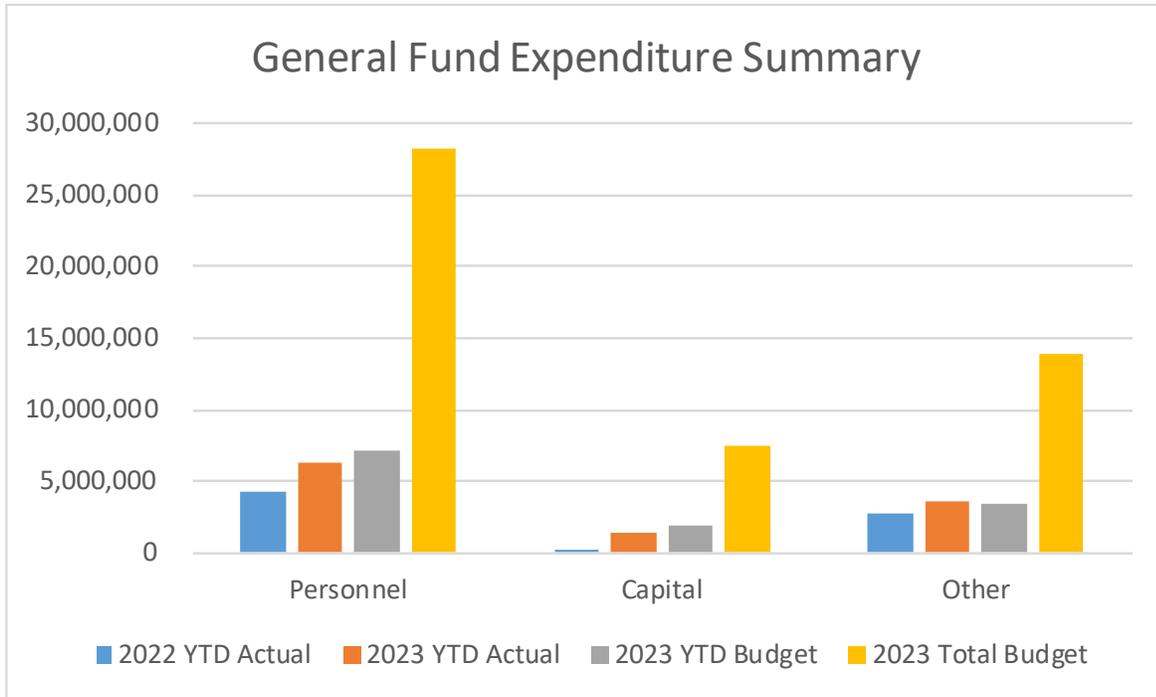
Specific ownership tax revenues are slightly lower than the prior year and the expected budget for the quarter. Additional information on specific ownership taxes and how they are distributed to municipalities can be found in this article from the [Legislative Council Staff](#) website. Road and bridge taxes follow a similar pattern.

Highway user tax revenues and franchise fee revenues are higher than the prior year and the budget for the quarter.

Motor vehicle tax revenues are in line with the prior year and the budget.

General Fund Expenditures

The following chart summarizes the General Fund expenditures by category.



For all categories, expenditures in the first quarter are higher than the prior year due to the growth of the Town, additional staff, and new projects. All expenditure categories are below the total budget for this year.



Town of Erie
Revenue & Expenditures Report
As of March 31, 2023

Enterprise Funds

Enterprise funds are self-supporting governmental funds that operate much like a private business in that fees for service comprise the major revenue source for these funds; however, the Town of Erie does not earn profits and invests all revenue in operating and maintaining the enterprise systems. The Town has four enterprise funds: Water, Wastewater, Storm Drainage, and the Airport funds.

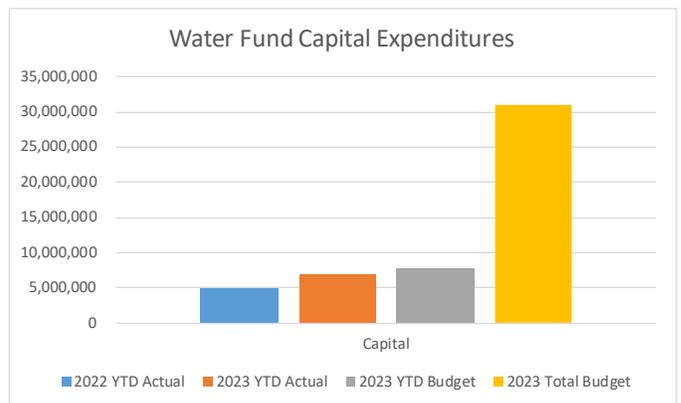
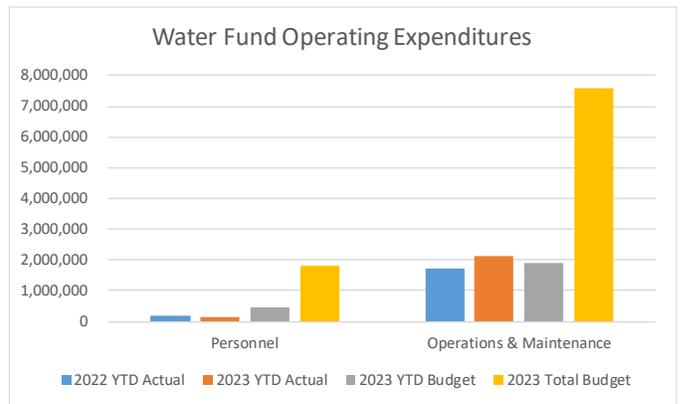
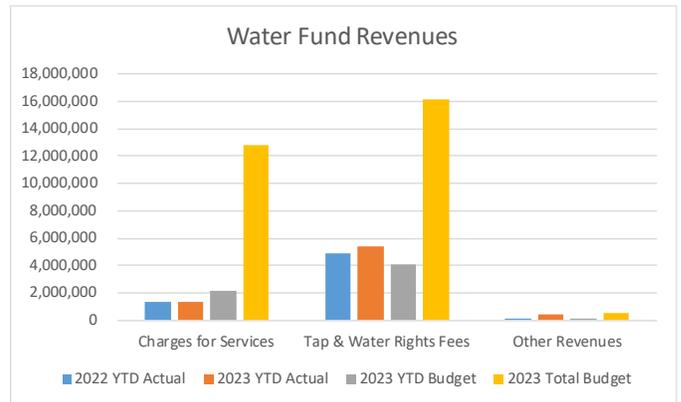
Water Fund

The following charts summarize the revenue and expenditure activity within the Water Enterprise Fund.

Revenues received from charges to customers for water service are in line with the prior year. Revenues from tap fees and water rights fees are higher than the same period in the prior year. Other revenues, including grant funds and investment income, are in line with the prior year and budget.

Personnel expenditures are in line with the prior year and the budget. Operations & Maintenance expenditures are higher than the prior year due to increases in supplies and maintenance expenses such as plant chemicals.

Capital expenditures vary greatly based on the phase of construction for large capital construction projects. Current year expenditures are higher than the prior year and in line with the budget for the current year. Projects that are expected to have significant expenditures in the current year include the Zone 3 Weld County Road 7 Waterline, the New Water Plant, the Zone 3 Water Tank, the Well Project, and the Town Hall Expansion (a small portion of which is funded from utility funds to reflect space devoted to utility billing and other utility related staff).





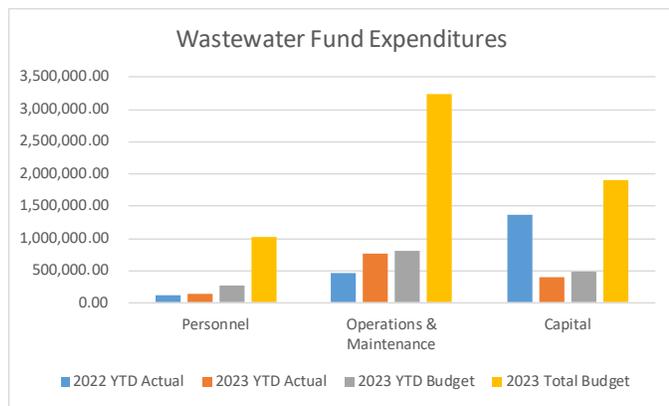
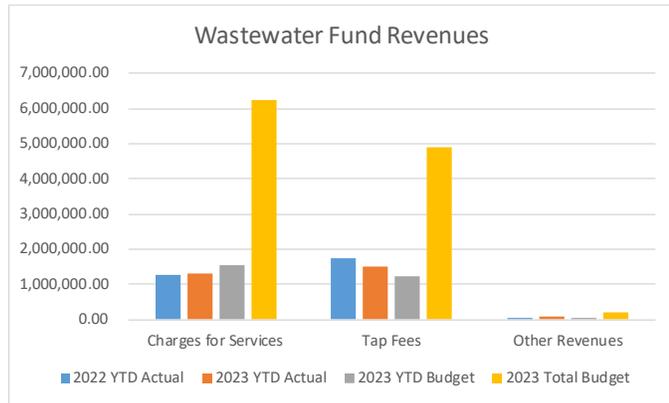
Town of Erie
Revenue & Expenditures Report
 As of March 31, 2023

Wastewater Fund

Revenue from wastewater charges for service is similar to the same period in the prior year. Revenue from tap fees follows a similar pattern to other development related fees in that they are less than the prior year but higher than the current year expected budget.

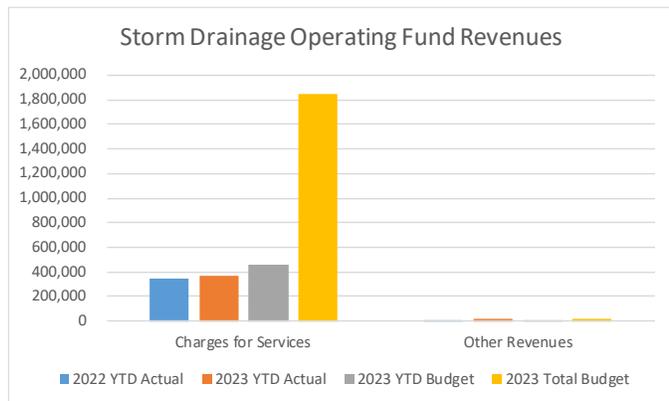
Personnel expenditures and other operating expenditures in the wastewater fund are higher than the prior year due to growth and are in line with the budget.

Capital expenditures are less than the prior year and the budget for the current year, again due to the nature of capital construction project timing. Projects that will have more activity in the current year include the Summerfield Sewer, Town Hall Expansion, Sewer Rehabilitation, and North Side Interceptor to Weld County Road 7.



Storm Drainage Fund

Storm drainage revenues mainly consist of charges for service. The growth related impact fee revenues are collected in a separate fund (see the *Impact Fee* section later in this report) and transferred to the operating fund to cover the proportionate share of capital projects related to growth. These transfers are considered “other revenues” and are completed as part of the year-end close process.

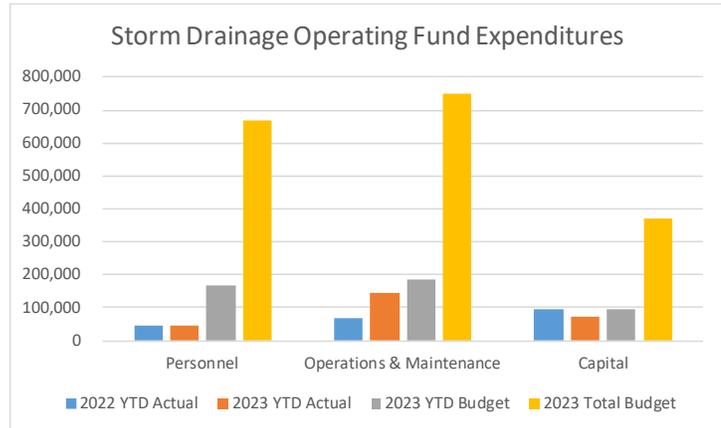




Town of Erie
Revenue & Expenditures Report
 As of March 31, 2023

Operating expenditures in the Storm Drainage Fund are in line with budget, with no significant items.

Capital expenditures are less than budget due to the timing of capital projects, including maintenance and repair of drainage facilities (including ponds, channels, pipes, and inlets used to convey stormwater), the Kattell Storm Sewer Repair, and the Town Hall Expansion.

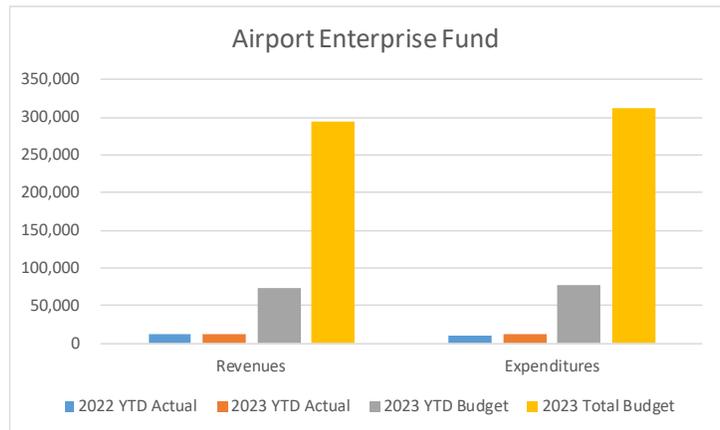


Airport Fund

The Airport Enterprise Fund accounts for the Town’s revenues and expenditures associated with the Erie Municipal Airport.

Revenues are in line with the prior year. Revenues are less than the budget for the current year due to grant funds that are expected to be received later in the year.

Expenditures are also in line with the prior year and are lower than the budget due to the grant funds that are expected to be received and expended later in the year.



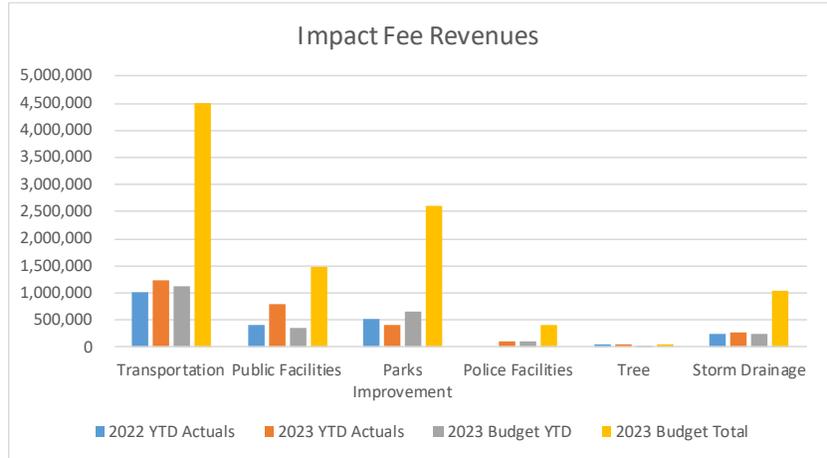


Town of Erie
Revenue & Expenditures Report
As of March 31, 2023

Capital Project Funds (Impact Fees)

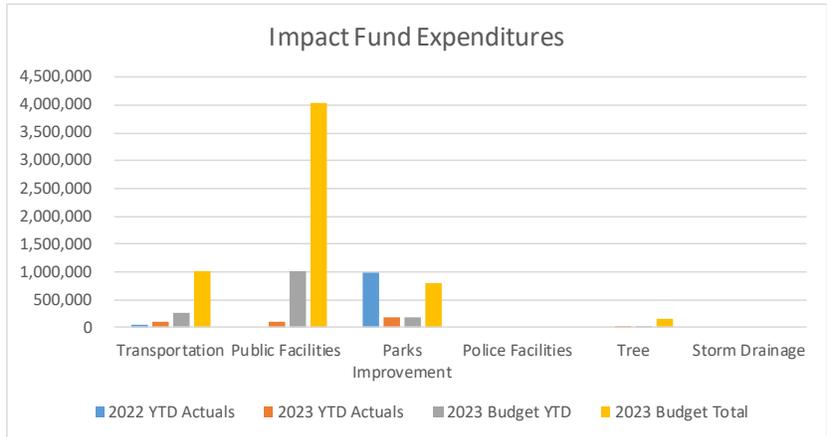
Impact fee revenues are used to build new infrastructure in the Town to accommodate growth. Expenditures in these funds are for construction and capital improvement. Impact fee revenues generally reflect the same pattern as other development-related revenues, though there are exceptions as discussed below.

For Transportation, Public Facilities, and Storm Drainage Impact Fees, first quarter revenues are slightly higher than the prior year and expectations for the first quarter. This is due to the timing of receipt of impact fees related to the Parkdale development. The Parks, Police Facilities, and Tree Impact Fees were in line with the prior year and budget.



The timing of expenditures in these funds vary based on capital construction progress.

In the Transportation Impact Fund, the Town expects to begin construction on the State Highway 7 and 119th Intersection, the 111th & Arapahoe Intersection, and the Vista Ridge Storm Damage project during the remaining part of 2023.



In the Public Facilities Impact Fund, the Town Hall project is expected to move from design to construction in the Summer of 2023.

In the Parks Improvement Fund, design and engineering will begin on Compass Park as will work on the Sunset Bike Track.

There are no significant projects planned in the Police Facilities Impact Fund, the Tree Impact Fund, or the Storm Drainage Fund.



Town of Erie
Revenue & Expenditures Report
As of March 31, 2023

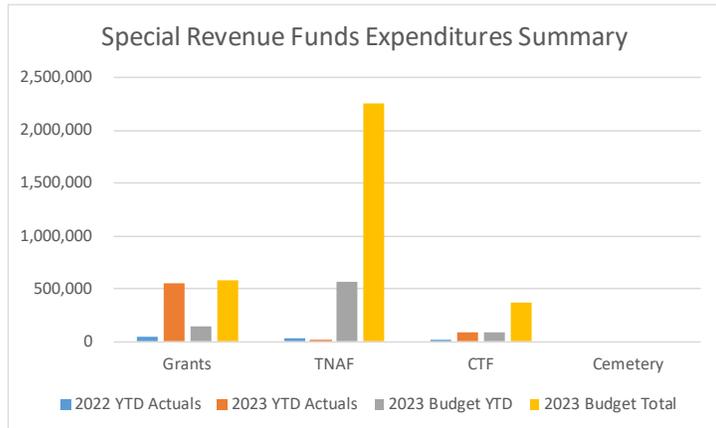
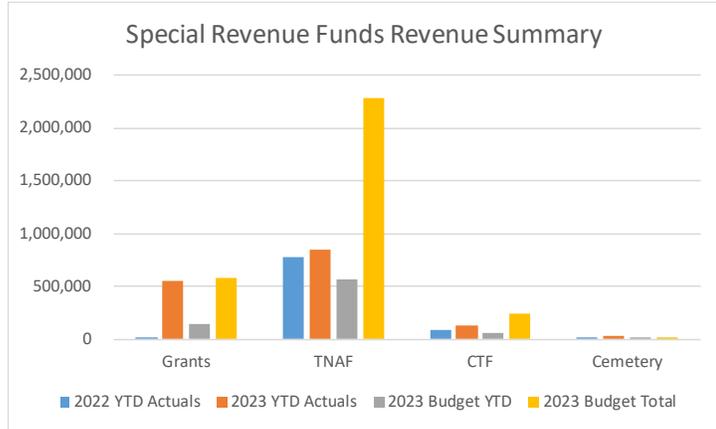
Special Revenue Funds

Special Revenue Funds account for specific types of revenue for specific purposes as required by legislation. The Town has four special revenue funds: Grants Fund, Trails and Natural Areas Fund, Conservation Trust Fund, and the Cemetery Fund. The following charts summarize the revenues and expenditures for each fund.

In the Grants Fund, revenues are recognized as expenditures occur. Both revenues and expenditure of this fund are higher than the prior year, due to the purchase of land for affordable housing using the American Rescue Plan Act funds.

In the Trails & Natural Areas Fund (TNAF), the primary revenue source is the voter approved special property tax of 4 mills. Revenues collected are slightly higher than the budget and higher than the prior year. There have not been significant expenditures in this fund during the first quarter.

Conservation Trust Fund (CTF) revenues are received quarterly, and receipts are in line with expectations for this year. Cemetery revenues received are in line with expectations and budget. Neither fund has had significant expenditures in the current year.



Summary

The Town financial activity for the first quarter was positive with no areas of concern. Revenues and Expenditures are in line with budgets. No significant or unusual activity has occurred that impacted operations.