



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Agenda Board of Trustees

Tuesday, October 24, 2023

7:05 PM

Town Hall Board Room

or immediately following the Urban Renewal Authority Meeting
In-Person Meeting
Watch or Comment Virtually: <https://bit.ly/BOT4thTuesday2023>

I. Call Meeting to Order and Pledge of Allegiance

7:05 p.m.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

7:05-7:10 p.m.

[23-530](#) Approval of the October 10, 2023 Regular Board of Trustee Meeting Minutes

Attachments: [10-10-2023 BOT Minutes](#)

[23-073](#) Proclamation on Law Enforcement Records Personnel Appreciation Week November 5-11, 2023

Attachments: [2023 LE Records Personnel Week Proclamation.docx](#)

[23-460](#) A Resolution of the Board of Trustees of the Town of Erie Approving an Agreement for Professional Services with RockSol Consulting Group, Inc., for Construction Management Services for the County Line Rd Roadway Improvements

Attachments: [Professional Services Agreement](#)
[Resolution 23-119](#)

[23-475](#) A Resolution of the Board of Trustees of the Town of Erie Approving the Second Amendment to the Construction Manager at Risk Contract with Fransen Pittman Construction for the Town Hall Expansion Project

Attachments: [Resolution 23-121](#)
[Second Amendment](#)

[23-479](#) A Resolution of the Board of Trustees of the Town of Erie Approving a 2023 Land and Water Conservation Fund Grant Application for the

Schofield Farm Open Space Project

Attachments: [Resolution 23-116](#)

[23-500](#) An Ordinance of the Board of Trustees of the Town of Erie Amending Section 6-11-2 of the Erie Municipal Code, Regarding Abandoned Vehicles

Attachments: [Abandoned Vehicles Ordinance](#)

[23-501](#) An Ordinance of the Board of Trustees of the Town of Erie Amending Section 7-1-5 of the Erie Municipal Code, Regarding the Application Timeline for Block Parties

Attachments: [Ordinance 029-2023](#)

[23-505](#) A Resolution of the Board of Trustees of the Town of Erie Approving a Temporary Construction Easement for Construction of the South Boulder Canyon Ditch Project

Attachments: [Resolution 23-118](#)
[Temporary Construction Easement](#)
[Vicinity Map](#)

[23-506](#) A Resolution of the Board of Trustees of the Town of Erie Approving a Design-Build Construction Contract with JOC Construction, LLC for the South Boulder Canyon Ditch Project

Attachments: [Resolution 23-124](#)
[Construction Contract](#)
[Vicinity Map](#)

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

7:10-7:20 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

[23-514](#) Native American Heritage Month Proclamation

Attachments: [Proclamation](#)

7:20-7:25 p.m.
Presenter(s): Justin Brooks, Mayor

[23-518](#) AEDAB and Staff Recommendation on Airport Contracts

Attachments: [Chapter 8 - Strategic Business Plan and Rate Study](#)

7:25-7:55 p.m.

*Presenter(s): Todd Fessenden, Public Works Director
Paul Houghtaling, AEDAB Chair*

[23-519](#) Public Hearing: Presentation of the 2024 Budget

Attachments: [2023.10.24 Public Hearing Budget Memo](#)
[2024 1st Public Hearing Presentation](#)

7:55-8:55 p.m.

*Presenter(s): Cassie Bethune, Finance Manager
Victoria Runkle, Interim Finance Director
Melissa Wiley, Deputy Town Administrator
Malcolm Fleming, Town Administrator*

[23-526](#) A Resolution of the Board of Trustees of the Town of Erie Repealing Resolution 10-40, the Resolution Establishing the General Fund Stabilization Reserve Account

Attachments: [GF_Reserve_Calculation_Worksheet](#)
[Resolution 23-122](#)
[DRAFT Reserve Policy-R102023](#)
[Resolution 10-40](#)
[Ordinance No. 826](#)

8:55-9:05 p.m.

Presenter(s): Malcolm Fleming, Town Administrator

VII. Staff Reports

Information Only

[23-476](#) Public Works Monthly Report

Attachments: [Monthly Report](#)

[23-515](#) Finance Sales Tax Monthly Report

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

[23-503](#) Planning & Development Monthly Report

Attachments: [Monthly Report - October](#)

VIII. Board Member Reports and Announcements

9:05-9:25 p.m.

IX. Executive Session

[23-532](#) EXECUTIVE SESSION to hold a conference with the Town's litigation counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding the Town's litigation with AIG, and for the purposes of discussion of a personnel matter not involving any specific

employees who have requested discussion of the matter in open session, any member of this body or any elected official, the appointment of any person to fill an office of this body or of an elected official, or personnel policies that do not require the discussion of matters personal to particular employees, pursuant to C.R.S. § 24-6-402(4)(f), concerning the Town Administrator.

9:25-10:15 p.m.

X. Adjournment

10:15 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: 10/24/2023

File #: 23-530, **Version:** 1

SUBJECT:

Approval of the October 10, 2023 Regular Board of Trustee Meeting Minutes

DEPARTMENT: Administration

PRESENTER(S): Debbie Stamp, Town Clerk

STAFF RECOMMENDATION:

Approve the October 10, 2023 Regular Board of Trustee Meeting Minutes

BOARD PRIORITY(S) ADDRESSED:

- ✓ Effective Governance

ATTACHMENT(s):

1. 10/10/2023 BOT Regular Minutes



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Board of Trustees

Tuesday, October 10, 2023

6:30 PM

Town Hall Board Room

In-Person Meeting

Watch or Comment Virtually: <https://bit.ly/BOT2ndTuesday2023>

I. Call Meeting to Order and Pledge of Allegiance

Mayor Brooks called the meeting to order at 6:31 p.m.

II. Roll Call

Mayor Pro Tem Loflin arrived at 7:25 p.m.

Present: 6 - Mayor Brooks
Trustee Baer
Trustee Bell
Trustee Harrison
Trustee Hoback
Trustee Sawusch

Absent: 1 - Mayor Pro Tem Loflin

III. Approval of the Agenda

Trustee Hoback made a motion to approve the agenda. Trustee Bell seconded the motion. The motion passed by the following vote at 6:35 p.m.

Ayes 6 - Mayor Brooks
Trustee Baer
Trustee Bell
Trustee Harrison
Trustee Hoback
Trustee Sawusch

Absent 1 - Mayor Pro Tem Loflin

IV. Consent Agenda

[23-502](#) Approval of the September 26, 2023, Board of Trustees Meeting Minutes

Attachments: [09-26-2023 BOT Minutes](#)

[23-462](#) An Ordinance of the Board of Trustees of the Town of Erie Authorizing the Transfer of Real Property to Colliers Hill Metropolitan District

- Attachments:** [Ordinance](#)
[Quitclaim Deed – Tract B, Filing 4A](#)
[Exhibit A – Tract B, Filing 4A Easement](#)
[Quitclaim Deed – Tract B, Filing 3D](#)
[Exhibit A – Tract B, Filing 3D Easement](#)
[Quitclaim Deed – Tract C-A, Filing 4E](#)
[Quitclaim Deed – Tract D, Filing 4A](#)
[Colliers Hill Tract Map](#)

[23-473](#) A Resolution of the Board of Trustees of the Town of Erie Approving an Intergovernmental Agreement for Grant Acceptance for the Weld County Road 3 Bridge Replacement

- Attachments:** [CDOT Agreement](#)
[Res 23-112](#)

[23-474](#) A Resolution of the Board of Trustees of the Town of Erie Approving Change Order No. 6 with RCD Construction Inc.

Sponsors: Public Works

- Attachments:** [Change Order 6](#)
[Res 23-113](#)

Trustee Harrison made a motion approve the Consent Agenda. Trustee Hoback seconded the motion. The motion passed by the following vote at 6:36 p.m.

- Ayes** 6 - Mayor Brooks
 Trustee Baer
 Trustee Bell
 Trustee Harrison
 Trustee Hoback
 Trustee Sawusch

Absent 1 - Mayor Pro Tem Loflin

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

Mayor Brooks read the Public Comment Rules and opened Public Comment at 6:36 p.m.

The following spoke:

1. Ken Iverson spoke about Erie Makerspace.
2. Angie Nordstrum spoke about Erie Makerspace.
3. Carter Schultz spoke about Erie Makerspace.
4. Ken Plotz spoke about Erie Makerspace.

With no additional speakers in person or online virtually, Mayor Brooks closed Public Comment at 6:50 p.m.

VI. General Business

[23-513](#) Land Acknowledgement in Observance of Indigenous Peoples Day
Mayor Brooks read the Land Acknowledgement at 6:51 p.m.

[23-411](#) Boulder County Co-Responder Program Update
Melissa Recharadson, Co-Responder, presented the item at 6:53 p.m.

[23-496](#) Discussion of Century Communities

Attachments: [Century Communication 1 - 092923](#)
[Presentation to Erie Board of Trustees 10-10-23](#)

Malcolm Fleming, Town Administrator, introduced the item at 7:11 p.m.

Carl Nelson, Division President, of Century Communities presented a discussion of actions to be taken or items scheduled to be completed at 7:14 p.m.

[23-480](#) Diverse Business Incubator Presentation with UpLift Collaborative

Attachments: [Erie Incubator Feasibility Presentation](#)

Alberto De Los Rios, Diversity Equity and Inclusion Manager, introduced the item at 8:13 p.m.

Kristin Centanni and Kavita Sienknecht, Principal Consultants with Uplift Collaborative, presented the item at 8:16 p.m.

[23-459](#) Airport Contracts Recommendations

Attachments: [EIK 8 Management Options](#)
[Purchasing Policy 2020](#)

Todd Fessenden, Public Works Director, introduced the item at 8:44 p.m.

Michael Hodges, President/CEO of Airport Business Solutions and Randy Bisgard, Denver Branch of Airport Business Solutions, presented the item at 8:46 p.m.

[23-465](#) PUBLIC HEARING: An Ordinance of the Town of Erie Board of Trustees Approving the Parkdale North Planned Development (PD) Rezoning

- Attachments:** [Staff Report](#)
[Staff Presentation](#)
[Applicant Presentation](#)
[BOT Ordinance](#)
[Proposed Parkdale North PD-DP](#)
[PC Resolution](#)
[Application and Written Narrative](#)
[Additional Application Materials](#)
[DRT Referral Comments](#)
[Neighborhood Meeting Notice and Summary](#)
[Public Notice Postings](#)

Mayor Brooks opened the Public Hearing at 9:43 p.m.

Harry Brennan, Senior Planner, presented the item background at 9:44 p.m.

John Prestwich, President - PCS Group, presented the item at 9:50 p.m.

With no speakers in person or online virtually, Mayor Brooks closed the Public Hearing at 10:03 p.m.

Trustee Sawusch made a motion to approve Ordinance 026-2023. Trustee Bell seconded the motion.. The motion passed by the following vote at 10:05 p.m.

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

[23-481](#)

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:** [2nd Supplemental Memo 2023](#)
[2nd Supplemental Schedule of Reports Town](#)
[2023 2nd Supplemental Presentation 10.10.23](#)
[Ord 027-2023 Supplemental Budget-O100923](#)
[URA - 2nd Supplemental Budget Memo](#)
[URA - 2nd Supplemental Schedule of Reports](#)

Mayor Brooks opened the Public Hearing at 10:05 p.m.

Cassie Bethune, Finance Manager, and Kristin Bruner, Finance Budget

Analyst, presented the item at 10:06 p.m.

With no speakers in person or online virtually, Mayor Brooks closed the Public Hearing at 10:10 p.m.

Trustee Hoback made a motion to approve Ordinance 027-2023. Trustee Bell seconded the motion. The motion passed by the following vote at 10:11 p.m.

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

VII. Staff Reports

VIII. Board Member Reports and Announcements

Board members spoke about helping our community (parenting classes, drug abuse, etc.), Library Food Drive is Oct 16-30, Boo on Briggs if Oct 28, encouraging everyone to please lock your cars as there has been an increase in car trespasses, Thank you Erie PD for slowing traffic down and please be careful outside as it gets darker.

IX. Adjournment

Mayor Brooks adjourned the meeting at 10:26 p.m.

Approved _____
Mayor

Attest _____
Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-073, **Version:** 1

SUBJECT:

Proclamation on Law Enforcement Records Personnel Appreciation Week November 5-11, 2023

DEPARTMENT: Police

PRESENTER: Police Chief
Trustee Emily Baer, Sponsor

TIME ESTIMATE: 5 min

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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

The State of Colorado has designated the 2nd week of November to recognize law enforcement records personnel. This year, Law Enforcement Records Personnel Week is recognized from Nov. 5, 2023 through Nov. 11, 2023.

Board Priorities Addressed:

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

ATTACHMENTS:

1. Proclamation



LAW ENFORCEMENT RECORDS PERSONNEL WEEK PROCLAMATION

WHEREAS, the Town of Erie employs dedicated law enforcement records personnel at the Erie Police Department whom serve the community and provide vital services; and

WHEREAS, law enforcement records personnel are crucial to assisting law enforcement agencies identify, pursue, capture and process suspects through continual use of their expertise and experience, as well as, maintaining criminal justice statistics; and

WHEREAS, the Colorado Governor, Jared Polis, has designated the 2nd week of November as Law Enforcement Records Personnel Week.

NOW, THEREFORE, I, Mayor Justin Brooks, of The Town of Erie do hereby proclaim November 5-11, 2023 to be Law Enforcement Records Personnel Week in which our community may join in commemorating police records personnel, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for exhibiting professionalism, efficiency, and compassion during the performance of their essential duties.

DATED THIS 24th DAY OF OCTOBER 2023

Justin Brooks, Mayor

ATTEST:

Debbie Stamp, Deputy Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-460, **Version:** 1

SUBJECT: Consent

A Resolution of the Board of Trustees of the Town of Erie Approving an Agreement for Professional Services with RockSol Consulting Group, Inc., for Construction Management Services for the County Line Rd Roadway Improvements

DEPARTMENT: Public Works

PRESENTER: Todd Fessenden, Public Works Director

FISCAL SUMMARY:

Cost as Recommended:	\$289,555
Balance Available:	\$3,798,740
Budget Line Item Number:	300-70-110-605000-100212
New Appropriation Required:	No

POLICY ISSUES:

None

STAFF RECOMMENDATION:

Approve the Resolution to award the contract.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie applied for a Safer Main Streets Initiative funding opportunity that was jointly sponsored by Denver Regional Council of Governments (DRCOG) and Colorado Department of Transportation (CDOT). The project the Town applied for will improve safety, access, and connectivity along County Line Road from Telleen Avenue to Cheesman Street. DRCOG and CDOT approved the Town's funding request in the fall of 2020.

On May 25, 2021 the Board of Trustees approved an intergovernmental agreement with the State of Colorado to administer the federal funds. CDOT administers federal transportation funds for the State of Colorado. This project is in CDOT Region 4.

After CDOT executed an option letter on July 19, 2021, authorizing \$425,000 for the design phase, the Town advertised for a design consultant.

On Sept. 28, 2021, the Board awarded a Professional Services agreement to Sanderson Stewart. After working through various conceptual alternatives for improving County Line Road, the Town selected a street section, and Sanderson Stewart completed the final design.

Due to the limited right-of-way width for County Line Road and the intersecting streets, staff identified the need for several temporary and permanent easements. Town staff is in the process of negotiating the purchase of these easements. The project cannot go out to bid until all easements are acquired and CDOT authorizes the construction phase.

CDOT has extensive requirements for oversight during construction. Additionally, CDOT does not allow the design engineer to provide inspection and construction management services. Consequently, Town staff advertised for a Construction Management firm to provide plan review, inspection, testing, assist with public relations and provide project oversight meeting CDOT's requirements. However, the Town will continue to use Sanderson Stewart, the design engineer, during the construction phase for assistance with requests for information, shop drawing review and preparation of as-builts once the project is constructed. Staff will bring an amendment to Sanderson Stewart's contract to the Board for consideration at a later date.

Staff posted a Request for Proposals on Bidnet Direct on July 24, 2023 and followed this schedule for selecting the consultant:

Request for Proposals Issued	July 24, 2023
Pre-Proposal Meeting	August 1, 2023
Proposals Due	August 28, 2023
Staff review of Proposals	September 19, 2023

The Town received seven proposals on Aug. 28, 2023. Staff reviewed the qualifications of all seven proposals in detail and met on Sept. 19 to discuss them. Due to the requirements for federally funded projects, fees cannot be taken into consideration in the selection process. Town staff ranked RockSol Consulting Group, Inc. as the top ranked firm. Staff ranked the remaining six proposals as follows:

1. Felsburg Holt Ullevig
2. JUB Engineers, Inc.
3. Martin Martin Inc.
4. HDR, Engineering, Inc.
5. Geocal, Inc
6. JR Engineering, LLC

Fiscal Impact:
Fee Proposal Information

Base Amount	\$257,382.20
<u>Contingency Amount</u>	<u>\$ 32,172.80</u>
Total	\$289,555.00

Staff recommends awarding this Professional Services contract for construction management services to RockSol Consulting Group, Inc. based on their qualifications, experience with administering construction of Federally funded projects and approach to the project. The Town has worked with RockSol on several projects. They designed and provided construction management for the Erie Parkway Bridge Replacement. Although this was not a federally funded project, it was a very complicated project and RockSol did an excellent job managing the contractor.

BOARD PRIORITY(S) ADDRESSED:

- ✓ Engaged and Diverse Community
- ✓ Prosperous Economy
- ✓ Well-Maintained Transportation Infrastructure
- ✓ Small Town Feel
- ✓ Safe and Healthy Community
- ✓ Effective Governance
- ✓ Fiscally Responsible

ATTACHMENT(S):

1. Resolution No. 23-119
2. Professional Services Agreement

Agreement for Professional Services

(Construction Management Services for County Line Road Roadway Improvements)

This Agreement for Professional 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 RockSol Consulting Group, Inc., an independent contractor with a principal place of business at 12076 Grant Street, Thornton, CO 80241 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

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

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

I. Scope of Services

A. 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, and known as: Construction Management Services for County Line Road Roadway Improvements.

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 and Termination

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

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially

breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$289,555.00, which includes a base amount of \$257,382.20 and a contingency of \$32,172.80. The contingency amount will only be paid upon the Town's approval. The not-to-exceed amount shall include all fees, costs and expenses incurred by Contractor. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

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

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

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

D. 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 the Work Product 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, CDOT and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

A. 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 reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of 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; provided that Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to 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 Agreement, the extent of Contractor's obligation to 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 between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

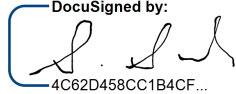
Town of Erie, Colorado

Justin Brooks, Town Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

By: 

Saeid Saeb, President

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2023, by _____ as _____ of _____.

My commission expires:

(Seal)

Notary Public

Exhibit A Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall provide administration for inspecting and testing services.
- Contractor shall provide CDOT file keeping and requests for reimbursement.
- Contractor shall provide Bid Phase services.
- Contractor shall conduct preconstruction and bi-weekly construction meetings.
- Contractor shall provide Construction management.
- Contractor shall provide quantity and item tracking.
- Contractor shall provide utility coordination.
- Contractor shall provide assistance with permits and clearances.

Contractor's Deliverables

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

Minutes to meetings.

Inspection reports.

Daily logs and diaries.

Correspondence pertinent to the project.

All required paperwork and forms for CDOT.

Certificate Of Completion

Envelope Id: E65D49D1BBC047F19AF40DB857BFC23F	Status: Completed
Subject: Complete with DocuSign: PSA for Construction Management.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Lyndsy Willette
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	lwillette@erieco.gov
	IP Address: 50.206.104.130

Record Tracking

Status: Original	Holder: Lyndsy Willette	Location: DocuSign
10/4/2023 5:24:06 PM	lwillette@erieco.gov	

Signer Events

Saeid Saeb
 saeb@rocksol.com
 Saeid Saeb, President
 RockSol Consulting Group, Inc.
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 4C62D458CC1B4CF...
 Signature Adoption: Drawn on Device
 Using IP Address: 65.153.243.130
 Signed using mobile

Timestamp

Sent: 10/4/2023 5:25:10 PM
 Viewed: 10/5/2023 8:26:24 AM
 Signed: 10/5/2023 9:54:29 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/5/2023 8:26:24 AM
 ID: 0b31201b-b4a2-47f8-998e-2e1ef966d848

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

Wendi Palmer
 wpalmer@erieco.gov
 Civil Engineer III
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/5/2023 9:54:30 AM
 Viewed: 10/5/2023 10:17:35 AM

Electronic Record and Signature Disclosure:
 Accepted: 10/4/2023 5:21:10 PM
 ID: f97d77ff-376e-41fa-995d-b28a99382c41

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	10/4/2023 5:25:10 PM
Certified Delivered	Security Checked	10/5/2023 8:26:24 AM
Signing Complete	Security Checked	10/5/2023 9:54:29 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	10/5/2023 9:54:30 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.

**Town of Erie
Resolution No. 23-119**

**A Resolution of the Board of Trustees of the Town of Erie
Approving an Agreement for Professional Services with RockSol
Consulting Group, Inc. for Construction Management Services for
the County Line Rd Roadway Improvements**

Whereas, the Town requires professional services for Construction Management Services for the County Line Rd Roadway Improvements; and

Whereas, RockSol Consulting Group, Inc., holds itself as having the requisite expertise and experience to perform the required services.

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

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

Adopted this 24th day of October, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-475, **Version:** 1

SUBJECT:

A Resolution of the Board of Trustees of the Town of Erie Approving the Second Amendment to the Construction Manager at Risk Contract with Fransen Pittman Construction for the Town Hall Expansion Project

DEPARTMENT: Public Works

PRESENTER(S): Todd Fessenden, Public Works Director
Chad Alexander, Facilities Manager

FISCAL SUMMARY:

Cost as Recommended:	\$1,199,207
Balance Available:	\$3,895,430
Budget Line Item Number:	310-70-440-605000-100199
New Appropriation Required:	No

POLICY ISSUES:

This resolution simply facilitates early procurement of major components needed to keep the Town Hall expansion project on schedule and thus has minimal policy implications.

STAFF RECOMMENDATION:

Approve the Resolution

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On June 12, 2022, the Board of Trustees Approved the Award of a Consultant Contract to Wold Architects and Engineers for the Town Hall Expansion Design. At the May 9, 2023, Board Meeting, the Board approved the first amendment to the Town Hall Expansion Design agreement. On Sept. 12, 2023, the Board approved the award of the Construction Manager at Risk (CmaR) agreement to Fransen Pittman Construction and on Sept. 26, 2023, the Board approved the First Amendment to the CMAr Contract.

The current resolution before the Board includes the Second Amendment to the CMAr Contract to facilitate the early procurement of the Addition Elevator and Electrical Safety Equipment, and the Execution of Earthwork and Utility Subcontractor contracts to ensure project mobilization remains on schedule for the Construction Phase of this Contract. The cost as recommended is \$1,199,207.

Staff anticipates bringing to the Board for approval a Third and final amendment to this CMaR Agreement. The Third Amendment will be for the Cost as Recommended amount for the balance of the work and the Final Guaranteed Maximum Price (GMP) of the expansion. The Final GMP will not exceed the agreed Fixed Limit Cost of Construction amount of \$18,648,543.

BOARD PRIORITY(S) ADDRESSED:

- ✓ Attractive Community Amenities
- ✓ Prosperous Economy
- ✓ Safe and Healthy Community
- ✓ Effective Governance
- ✓ Environmentally Sustainable
- ✓ Fiscally Responsible

ATTACHMENT(S):

1. Resolution
2. Second Amendment

**Town of Erie
Resolution No. 23-121**

**A Resolution of the Board of Trustees of the Town of Erie
Approving the Second Amendment to the Construction Manager at
Risk Contract with Fransen Pittman Construction for the Town Hall
Expansion Project**

Whereas, on September 12, 2023, the Town entered into a Construction Manager at Risk Contract with Fransen Pittmann Construction for the Town Hall Expansion Project;

Whereas, the Town and Fransen Pittman Construction wish to amend the Contract; and

Whereas, the Board of Trustees finds it in the best interest of the public health, safety and welfare for the Town to approve the Second Amendment to the Construction Manager at Risk Contract with Fransen Pittman Construction for the Town Hall Expansion Project.

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

Section 1. The Second Amendment to the Construction Manager at Risk Contract with Fransen Pittman Construction for the Town Hall Expansion Project 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 Second Amendment on behalf of the Town.

Adopted this 24th day of October, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Second Amendment to Construction Manager at Risk Contract
(Town Hall Expansion (P22-517))

This Second Amendment to Construction Manager at Risk Contract (the "Second 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 Fransen Pittman Construction, an independent contractor with a principal place of business at 522 Main Street Windsor, CO ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on September 12, 2023, the Parties entered into a Construction Manager at Risk Contract (the "Contract");

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

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

1. Section 4.01 of the Contract is hereby amended by the addition of new subsections D.1. to read as follows:

4.01 For Construction Phase Services:

D. In full consideration of Contractor's need to execute Earthwork and Utility Subcontractor agreements to maintain project schedule, and early procurement of Elevator and electrical safety Equipment during the Construction Phase of this Contract, Owner will pay to Contractor \$1,199,207. Amount is based on Bid Package 3a proposal from Fransen Pittman dated October 3rd, 2023.

1. Cost of work for Bid Package 3a is based on 100% construction documents dated September 15, 2023 from Wold Architects

The contract will be amended at a later date, following Contractor submission of BP-03b proposal based on 100% construction document completion and after development of a mutually agreed upon GMP.

2. Section 8.01.A.10. of the Contract is hereby amended by the addition of new subsections p,q,r,s,and t, to read as follows:

10. Contractor Bid Package 3a Exhibits which are not attached hereto:

- p. Exhibit A.3a – BP3a Executive Summary
- q. Exhibit C.3a – Bid Package Buyout Summary
- r. Exhibit D.3a – 100% CD Drawings & Specifications Index

- s. Exhibit E.3a – BP3a Clarifications
- t. Exhibit H.3a – Recommended Subcontractors

3. Compensation. Article 4 to the Contract is hereby amended to increase the maximum amount of compensation to \$5,563,945 allocated as follows

Original Contract Amount:	\$1,380,762
1 st Amendment:	\$2,983,976
2 nd Amendment:	\$1,199,207
Total New Contract Amount:	\$5,563,945

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

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

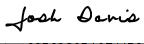
Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Fransen Pittman Construction

DocuSigned by:

 08D28C6DA3E44B2...
 Josh Davis

State of Colorado)
) ss.
 County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2023, by Fransen Pittman Construction.

My commission expires:

(Seal)

Notary Public



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-479, **Version:** 1

SUBJECT: Consent Agenda

A Resolution of the Board of Trustees of the Town of Erie Approving a 2023 Land and Water Conservation Fund Grant Application for the Schofield Farm Open Space Project

DEPARTMENT: Parks & Recreation

PRESENTER: Luke Bolinger, Development & Neighborhood Services Division Manager

STAFF RECOMMENDATION:

Adopt the resolution approving the 2023 Land and Water Conservation Fund Grant Application for the Coal Creek Park Redevelopment Project

POLICY IMPLICATIONS:

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Staff is moving forward with the next project-phase at Schofield Farm, consistent with the site strategic plan approved by the Board of Trustees in 2018. Work will include drainage improvements, trailhead parking, and trail connections. To help offset funding for this project, Town staff are pursuing a 2023 Land and Water Conservation Fund (LWCF) grant administered by Colorado Parks and Wildlife and the National Parks Service. The LWCF Program requires applicants to submit a resolution of support from the governing body that includes resources and support committed to the project. The application requests funding for work staff expects to complete in 2024-2025. If awarded, the Town will have three years to complete the project.

The resolution must include the following:

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

Board Priority(s) Addressed:

File #: 23-479, Version: 1

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

ATTACHMENT:

1. Resolution 23-116

**Town of Erie
Resolution No. 23-116**

**A Resolution of the Board of Trustees of the Town of Erie
Approving a Land and Water Conservation Fund Grant Application
for the Schofield Farm Open Space Project**

Whereas, the Land and Water Conservation Fund offers grants to assist with development and revitalization of parks;

Whereas, in 2018, the Board of Trustees approved a site strategic plan for Schofield Farm Open Space which includes trail connections, trailhead, and parking; 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 the Land and Water Conservation Fund application for financial assistance in completing construction of the Schofield Farm Open Space (the "Application").

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

Section 1. The Board of Trustees strongly supports the Application, approves the Application and has appropriated matching funds.

Section 2. If the grant is awarded, the Board of Trustees strongly supports the completion of the project.

Section 3. The project is owned by the Town and will be owned by the Town in perpetuity.

Section 4. The Board of Trustees recognizes that, as the recipient of a Land and Water Conservation Fund grant, the project site must provide reasonable public access.

Section 5. The Board of Trustees will continue to maintain Schofield Farm Open Space in a high quality condition.

Section 6. If the grant is awarded, the Board of Trustees authorizes the Parks and Recreation Director to sign the grant agreement and associated documents.

Adopted this 24th day of October, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-500, **Version:** 1

SUBJECT:

An Ordinance of the Board of Trustees of the Town of Erie Amending Section 6-11-2 of the Erie Municipal Code, Regarding Abandoned Vehicles

DEPARTMENT: Police

PRESENTER: Lee Mathis, Chief

POLICY ISSUES:

The policy issue is what is the appropriate amount of time to allow a vehicle to remain unattended on a public right of way before it is considered abandoned. The Town's Code currently defines an Abandoned Vehicle as one left unattended on a public right of way for 24 hours. The proposed Ordinance changes the time period to 72 hours.

STAFF RECOMMENDATION:

Approve the Ordinance

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Many community members park their vehicles legally on the roadway either in front of their residence or in their neighborhood often for periods longer than 24 hours. This amendment to the definition of Abandoned Vehicle will allow for weekend parking and other instances where a community member may need to have their car parked legally on the roadway for more than 24 hours.

BOARD PRIORITY(S) ADDRESSED:

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

ATTACHMENT:

1. Ordinance

**Town of Erie
Ordinance No. 028-2023**

**An Ordinance of the Board of Trustees of the Town of Erie
Amending Section 6-11-2 of the Erie Municipal Code Regarding
Abandoned Vehicles**

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

Section 1. Section 6-11-2 of the Erie Municipal Code is amended by the repeal and reenactment of the following definition:

6-11-2 – Definitions.

* * *

Abandoned vehicle: A motor vehicle left unattended on public property, including any portion of a public right-of-way, for a period of 72 hours or more.

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 ____ day of _____, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-501, **Version:** 1

SUBJECT: Consent Agenda

An Ordinance of the Board of Trustees of the Town of Erie Amending Section 7-1-5 of the Erie Municipal Code, Regarding the Application Timeline for Block Parties

DEPARTMENT: Administration

PRESENTER(S): Kelsey Hanson, Deputy Town Clerk

POLICY ISSUES:

This proposed update to the portion of the Municipal Code regarding Block Parties will streamline the application and approval process and does not have any policy implications.

STAFF RECOMMENDATION:

Approve Ordinance 029-2023

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Staff recommends amending section 7-1-5(D) in the Erie Municipal Code and replacing it with the attached ordinance, which will reduce the required submission/filing date for block party permits from 30 days to 10 days prior to the event. Staff has determined that requiring an application to be filed 30 days prior to an event causes some events to go ahead unpermitted and requiring only 10 days prior should enhance compliance with the municipal code and create a more efficient process.

The ordinance will go into effect approximately 30 days after approval by the Board of Trustees.

BOARD PRIORITY(S) ADDRESSED:

- ✓ Effective Governance

ATTACHMENT:

1. Ordinance 029-2023

**Town of Erie
Ordinance No. 029-2023**

**An Ordinance of the Board of Trustees of the Town of Erie
Amending Section 7-1-5 of the Erie Municipal Code, Regarding the
Application Timeline for Block Parties**

Whereas, the Town wishes to amend the Application under Section 7-1-5 of the Erie Municipal Code for Block Parties.

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

Section 1. Section 7-1-5 of the Erie Municipal Code is hereby amended as follows:

7-1-5 – Block Parties.

* * *

D. *Application:* An application for a block party permit shall be filed with the Town Clerk at least ~~thirty (30)~~ *ten (10)* days prior to the block party. The application shall be accompanied by a fee in the amount set forth in the fee schedule adopted by the Board of Trustees, and shall contain the following information:

* * *

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 24th day of October, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-505, **Version:** 1

SUBJECT:

A Resolution of the Board of Trustees of the Town of Erie Approving a Temporary Construction Easement for Construction of the South Boulder Canyon Ditch Project

DEPARTMENT: Public Works

PRESENTER(S): Todd Fessenden, Public Works Director
Zachary Ahinga, Civil Engineer

FISCAL SUMMARY:

Cost as Recommended:	\$ 16,751
Balance Available:	\$759,246
Budget Line Item Number:	500-70-110-605000-100398
New Appropriation Required:	No

POLICY ISSUES:

The compensation for the temporary easement is high compared to other instances, but the property owner refuses to allow access for any lesser amount. Thus, the policy issue is whether the compensation should be paid to allow this project to proceed. Because the project is necessary to prevent erosion of the adjacent street, and the project must be completed during when the irrigation ditch is shut down for the season, staff believes the higher compensation is acceptable.

STAFF RECOMMENDATION:

Approve the Resolution accepting said Temporary Construction Easement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie owns and operates a reach of the South Boulder Canyon Ditch (SBCD) located along the east side of North 119th Street and used to convey raw water to Thomas Reservoir. (See the attached Vicinity Map.)

The ditch is part of the Town's raw water supply system to deliver water to Thomas Reservoir during the months of April through August each year; and the ditch is shut-down the remainder of the year. Currently, the ditch consists of an earthen graded ditch with many existing dead and dying trees in the flow path. During normal water delivery periods, and more-so during high stormflows, the obstructions tend to increase flow velocities causing scour of the ditch invert and meandering of the

flow path which now threatens to erode the 119th Street roadway and the adjacent property. Staff determined the surface ditch should be removed and replaced with a buried water conveyance pipe to ensure reliable water delivery, prevent further scouring of the ditch, and stop erosion on adjacent property. The project would include:

- Installation of 1,400 feet of buried pipe conveyance;
- Removal of all dead and dying trees;
- Regrading to remove depressions and ruts;
- A seeded road-side storm drainage swale;
- A crusher fines trail that will extend the walking path to Thomas Reservoir; and
- Revegetation of all areas disturbed by construction operations.

In June 2022, staff selected and retained JOC Construction (JOC), to design the project. During design JOC determined a Temporary Construction Easement is needed from the adjacent property located on the east side of North 119th Street for construction access, grading, tree removal, and revegetation of areas disturbed by construction.

Town staff negotiated with the adjacent property owner and reached agreement the Town would compensate the property owner \$16,571 for the Temporary Construction Easement. The compensation for the temporary easement is high compared to other instances, but the property owner refuses to allow access for any lesser amount, citing impacts to his land and removal of trees. Without this temporary easement the project cannot proceed. Staff believes it is in the Town's best interest to construct the project during the current shut-down period. Consequently, staff recommends approving the Temporary Construction Easement to enable the construction contractor to commence construction.

Also before the Board of Trustees is Consent Agenda Item 23-506, for approval of the Design-Build Construction contract for the South Boulder Canyon Ditch project.

BOARD PRIORITY(S) ADDRESSED:

- ✓ Well-Maintained Water Infrastructure
- ✓ Safe and Healthy Community
- ✓ Fiscally Responsible

ATTACHMENT(S):

1. Resolution 23-118
2. Temporary Construction Easement
3. Vicinity Map

**Town of Erie
Resolution No. 23-118**

**A Resolution of the Board of Trustees of the Town of Erie
Approving a Temporary Construction Easement for Construction of
the South Boulder Canyon Ditch 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 approve a Temporary Construction Easement for Construction of the South Boulder Canyon Ditch Project between the Town and Aaron Harber, in exchange for \$16,751.

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

Section 1. The Temporary Construction Easement with Aaron Harber 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 Easement on behalf of the Town.

Adopted this 24th day of October, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Temporary Construction Easement

This Temporary Construction Easement (the "Easement") is made and executed this ___ day of _____, 2023 (the "Effective Date"), by and between Aaron Harber, an individual with an address of 2500 North 119th Street, Lafayette, CO 80026-9216 ("Grantor"), and the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town") (each a "Party" and collectively the "Parties").

In and for the consideration of the sum of \$16,751 and other good and valuable consideration paid by the Town to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to the Town a temporary easement to enter, re-enter and use the real property described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Easement Property"), for the sole purpose of undertaking the construction of the South Boulder Canyon Ditch Project (the "Project"). The Easement Property shall be used solely for the installation of fencing, temporary erosion control, finish grading, and ground surface revegetation, in accordance with **Exhibit B**, attached hereto and incorporated herein by this reference.

2. Term. The Town shall have and exercise the right to ingress and egress in, on, over and across the Easement Property for any lawful purpose necessary for the full enjoyment of the rights granted by Grantor to the Town hereunder for the 2-year period commencing on the Effective Date and terminating at 12:01 a.m. two years from that date (the "Term"). Should construction not be completed within said period, the Parties may extend the Term of this Easement by mutual agreement.

3. Town's Additional Obligations.

a. Within 7 days of the first time the Town accesses the Easement Property, the Town shall construct and install a 4-foot temporary fence on the Easement Property, separating the Easement Property from the remainder of Grantor's property, and the Town shall maintain that fencing in good condition at all times (the "Temporary Fence"). The Temporary Fence will be an orange rubber construction fence using 6-foot steel T-posts spaced 10 feet apart. The Town shall remove the Temporary Fence after acceptance completion of the Town's work on the Easement Property (but no later than the end of the Term unless mutually extended by the Parties).

b. The Town agrees that it shall cause the Easement Property and any improvements thereon, including without limitation, landscaping and fencing, which are disturbed or damaged during construction of the Project, to be returned to their original condition, or as near thereto as may be reasonably accomplished, all at the expense of the Town, excluding the two trees labeled in **Exhibit B** as "trees to be removed," which shall be removed and shall not be replaced. If the Town fails to comply with its obligations



under this subsection 3.b., Grantor shall have the right, but not the obligation, to do so, and the Town shall reimburse Grantor for all reasonable expenditures incurred by Grantor in doing so, within 30 days following receipt of a detailed invoice from Grantor for such work, subject to Section 15 hereof. The Town further agrees that the Easement Property shall not be used as a staging area for construction activities, and specifically, that no construction equipment shall be stored on the Easement Property during the period of construction.

4. Access to Easement Property. The Town shall access the Easement Property only from 119th Street and not from anywhere on Grantor's property.

5. Hold Harmless. Once the Term expires and the Town has met all its obligations herein: (a) Grantor shall hold the Town harmless for any work done on the Easement Property by the Town during the Term of this agreement, including the restoration of landscaping or fences; (b) Grantor shall be solely responsible for any maintenance or repair on the Easement Property; and (c) Grantor shall assume all liability for the Easement Property.

6. Grantor's Rights. Grantor retains the right to the undisturbed use and occupancy of the Easement Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.

7. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of this Easement, subject to statutory exceptions and any matters of record.

8. Binding Effect. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, successors and assigns of the Parties.

9. Governing Law and Venue. This Easement 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.

10. Modification. This Easement may only be modified upon written agreement of the Parties.

11. Integration. The foregoing constitutes the entire agreement between the Parties regarding the use of the Easement Property and no additional or different oral representations, promises or agreements shall be binding on the Parties with respect to the Easement Property or this Easement.

12. Severability. If any provision of this Easement 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.

13. No Third-Party Beneficiaries. Except as expressly provided herein, there are no intended third-party beneficiaries to this Easement.

14. Governmental Immunity. The Town and its officers, employees and attorneys, are relying on, and do not waive or intend to waive by any provision of this Easement, 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 or its officers, employees and attorneys.

15. 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.

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

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk


Grantor


State of Colorado)
County of Boulder) ss.

Subscribed, sworn to and acknowledged before me this 29th day of September 2023, by Aaron Harber.

My Commission expires: 4/20/25

(Seal)



Notary Public

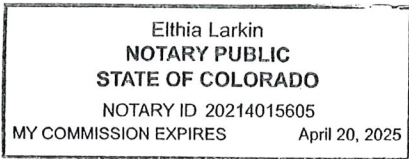


EXHIBIT "A"

A parcel of land located in the northwest quarter of Section 25, Township 1 North, Range 69 West of the Sixth Principal Meridian, Boulder County, Colorado and more particularly described as follows:

The Basis of Bearings is the west line of the northwest quarter of the northwest quarter of Section 25, Township 1 North, Range 69 West of the Sixth Principal Meridian as monumented with a 2.5" aluminum cap PLS 23501 at the north end and a 3.25" aluminum cap PLS 28286 as a 70 foot witness corner which bears South 88°46'08" East a distance of 70.00 feet from the true corner location at the south end with a ground bearing of South 00°19'45" East.

Commencing at the northwest corner of said Section 25;
Thence South 89°42'39" East, along the north line of said northwest quarter, a distance of 30.00 feet, more or less, to a point on the easterly right-of-way line of N. 119th Street, said point being the northwest corner of that parcel of land as described at Reception Number 3467015, dated July 23, 2015 in the records of the Boulder County Clerk and Recorder, said point also being the Point of Beginning;
Thence South 89°42'39" East, continuing along said north line, a distance of 10.00 feet;
Thence South 0°19'45" East, along a line that is 10 feet distant from and parallel with said easterly right-of-way line, a distance of 130.00 feet;
Thence North 89°42'39" West, a distance of 10.00 feet, more or less, to a point on said easterly right-of-way line;
Thence North 0°19'45" West, along said line, a distance of 130.00 feet, more or less, to the Point of Beginning.

Containing 1300 Sq. Ft. or 0.03 Acres, more or less.

KYLE R. WALKER, P.L.S. NO. 38664
FOR AND ON BEHALF OF TOPOGRAPHIC LAND SURVEYORS



A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M. BOULDER COUNTY, COLORADO

DATE: 09/18/2023	DRAWN BY: EMD
FILE: SBCD-ESMTS	SHEET: 1 OF 2

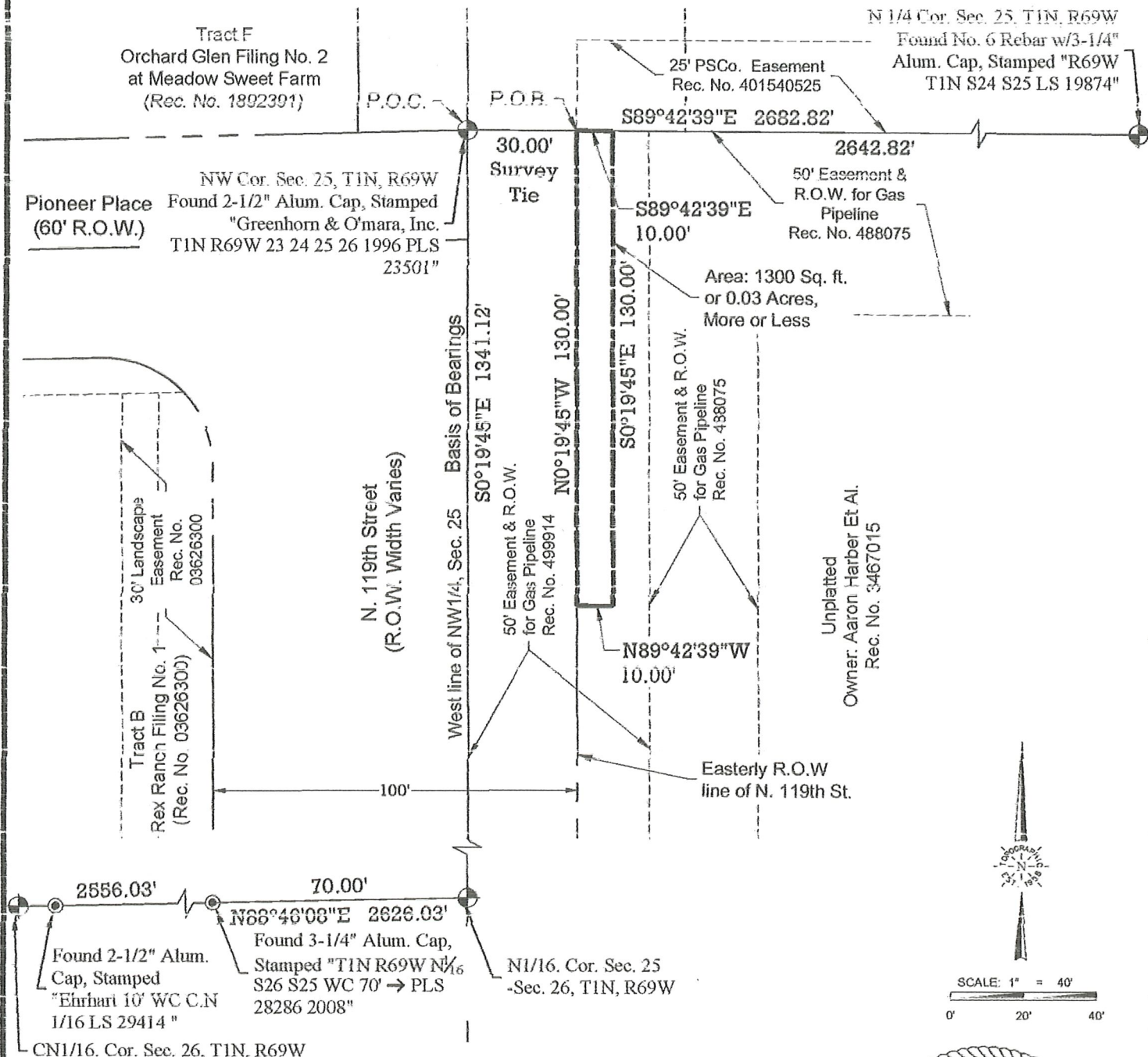
NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL DISTANCES ARE U.S. SURVEY FEET.
3. THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT".
4. SEE ATTACHED EXHIBIT "A" SHEET 2 OF 2 FOR PARCEL INFORMATION.

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

520 STACY COURT, UNIT 8 • LAFAYETTE, CO 80026
TELEPHONE: (303) 699-0379 • FAX (303) 699-8320
WWW.TOPOGRAPHIC.COM

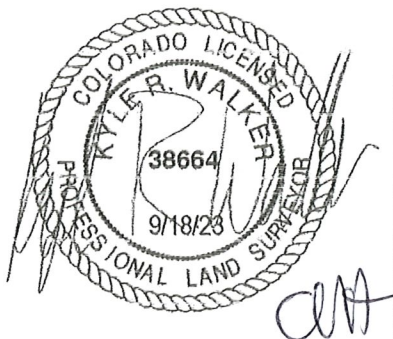
EXHIBIT "A"

TOPOGRAPHIC
 LOYALTY INNOVATION LEGACY
 620 STACY COURT, UNIT B • LAFAYETTE, CO 80026
 TELEPHONE: (303) 686-0379 • FAX (303) 686-6320
 WWW.TOPOGRAPHIC.COM



A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M. BOULDER COUNTY, COLORADO

- NOTES**
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
 2. ALL DISTANCES ARE U.S. SURVEY FEET.
 3. THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT".
 4. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY THE CLIENT.
 5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
 6. P.O.B. = POINT OF BEGINNING, P.O.C. = POINT OF COMMENCEMENT
 7. SEE ATTACHED SHEET 1 OF 2 FOR PARCEL DESCRIPTION.



DATE: 09/18/2023	DRAWN BY: EMD
FILE: SB CD-ESM TS	SHEET: 2 OF 2

G:\SURVEY\CO\CONSTRUCTION\BOULDER\CANYON DITCH WORKING\SB CD-ESM TS.DWG 09/18/23 12:52:33 PM # 4.mwg/rl

EXHIBIT "A"

A parcel of land located in the northwest quarter of Section 25, Township 1 North, Range 69 West of the Sixth Principal Meridian, Boulder County, Colorado and more particularly described as follows:

The Basis of Bearings is the west line of the northwest quarter of the northwest quarter of Section 25, Township 1 North, Range 69 West of the Sixth Principal Meridian as monumented with a 2.5" aluminum cap PLS 23501 at the north end and a 3.25" aluminum cap PLS 28286 as a 70 foot witness corner which bears South 88°46"08" East a distance of 70.00 feet from the true corner location at the south end with a ground bearing of South 00°19'45" East.

Commencing at the north one-sixteenth corner common to Sections 25 and 26, T1N, R69W;
Thence South 80°23'45" East, a distance of 30.46 feet, more or less, to a point on the easterly right-of-way line of N. 119th Street, said point being a point on the west line of that parcel described at Reception Number 3467015, dated July 23, 2015 in the records of the Boulder County Clerk and Recorder, said point also being the Point of Beginning;
Thence North 00°19'45" West, along said easterly right-of-way line, a distance of 535.00 feet;
Thence North 89°40'15" East, a distance of 14.00 feet;
Thence South 0°19'45" East, along a line that is 14 feet distant from and parallel with said easterly right-of-way line, a distance of 535.00 feet;
Thence South 89°40'15" West, a distance of 14.00 feet, more or less, to the Point of Beginning.

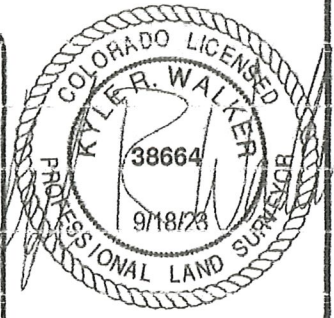
Containing 7490 Sq. Ft. or 0.17 Acres, more or less.

KYLE R. WALKER, P.L.S. NO. 38664
FOR AND ON BEHALF OF TOPOGRAPHIC LAND SURVEYORS

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M. BOULDER COUNTY, COLORADO

- NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
 2. ALL DISTANCES ARE U.S. SURVEY FEET.
 3. THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT."
 4. SEE ATTACHED EXHIBIT "A" SHEET 2 OF 2 FOR PARCEL INFORMATION.

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
520 STACY COURT, UNIT B • LAFAYETTE, CO 80026
TELEPHONE: (303) 688-0379 • FAX: (303) 685-6320
WWW.TOPOGRAPHIC.COM



DATE: 09/18/2023	DRAWN BY: EMD
FILE: SB CD-ESMTS	SHEET: 1 OF 2

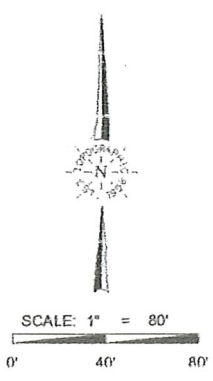
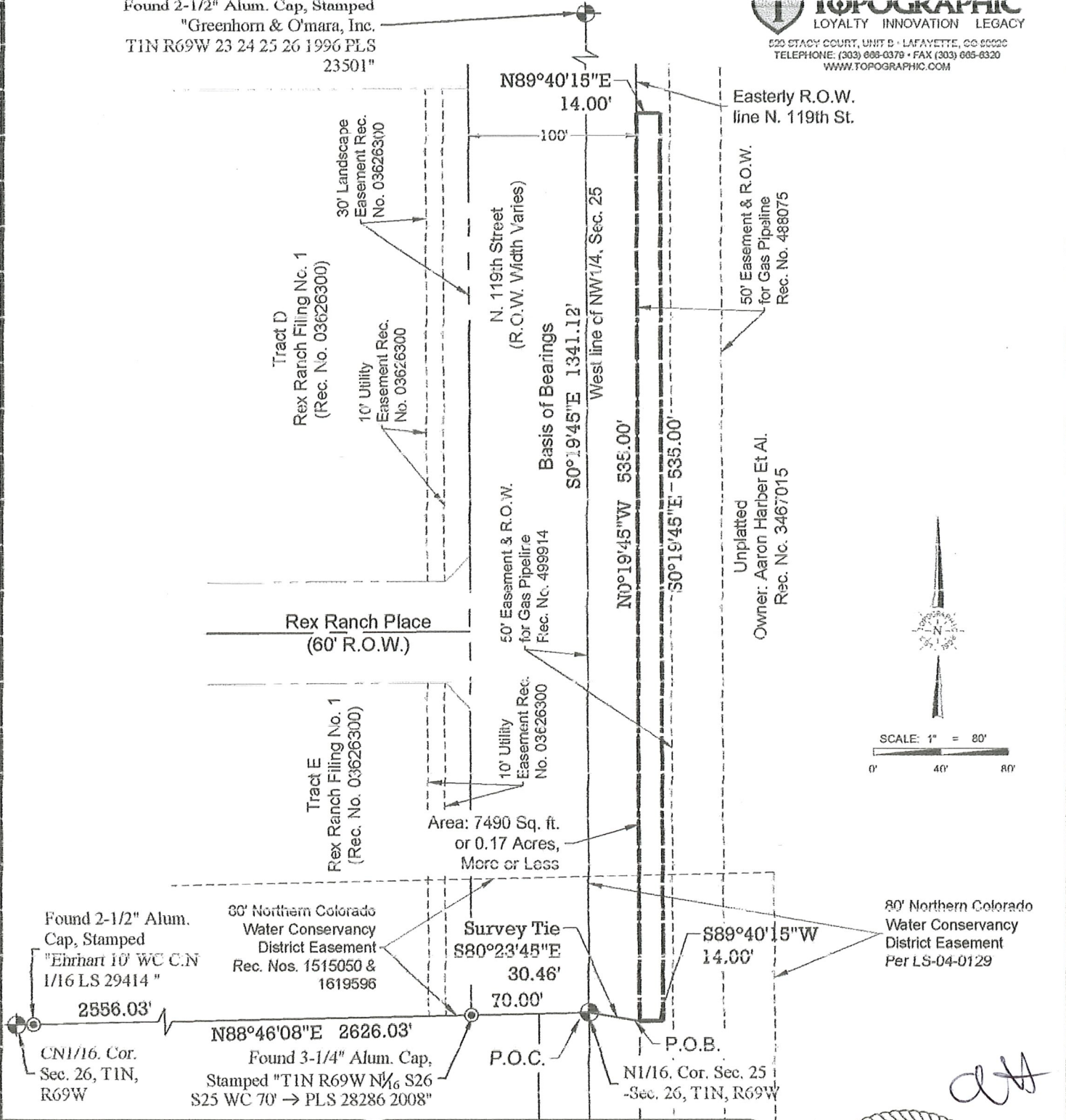
G:\SURVEY\UCC_CONSTRUCTION\SCOUTH BOULDER COUNTY\IN DITCH\WORKING\SB CD-ESMTS DWG 9/18/23 12:56:27 PM 4/1/24/24

NW Cor. Sec. 25, T1N, R69W
Found 2-1/2" Alum. Cap, Stamped
"Greenhorn & O'mara, Inc.
T1N R69W 23 24 25 26 1996 PLS
23501"

EXHIBIT "A"

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY

520 STACY COURT, UNIT B - LAFAYETTE, CO 80026
TELEPHONE: (303) 685-0379 • FAX (303) 685-6320
WWW.TOPOGRAPHIC.COM



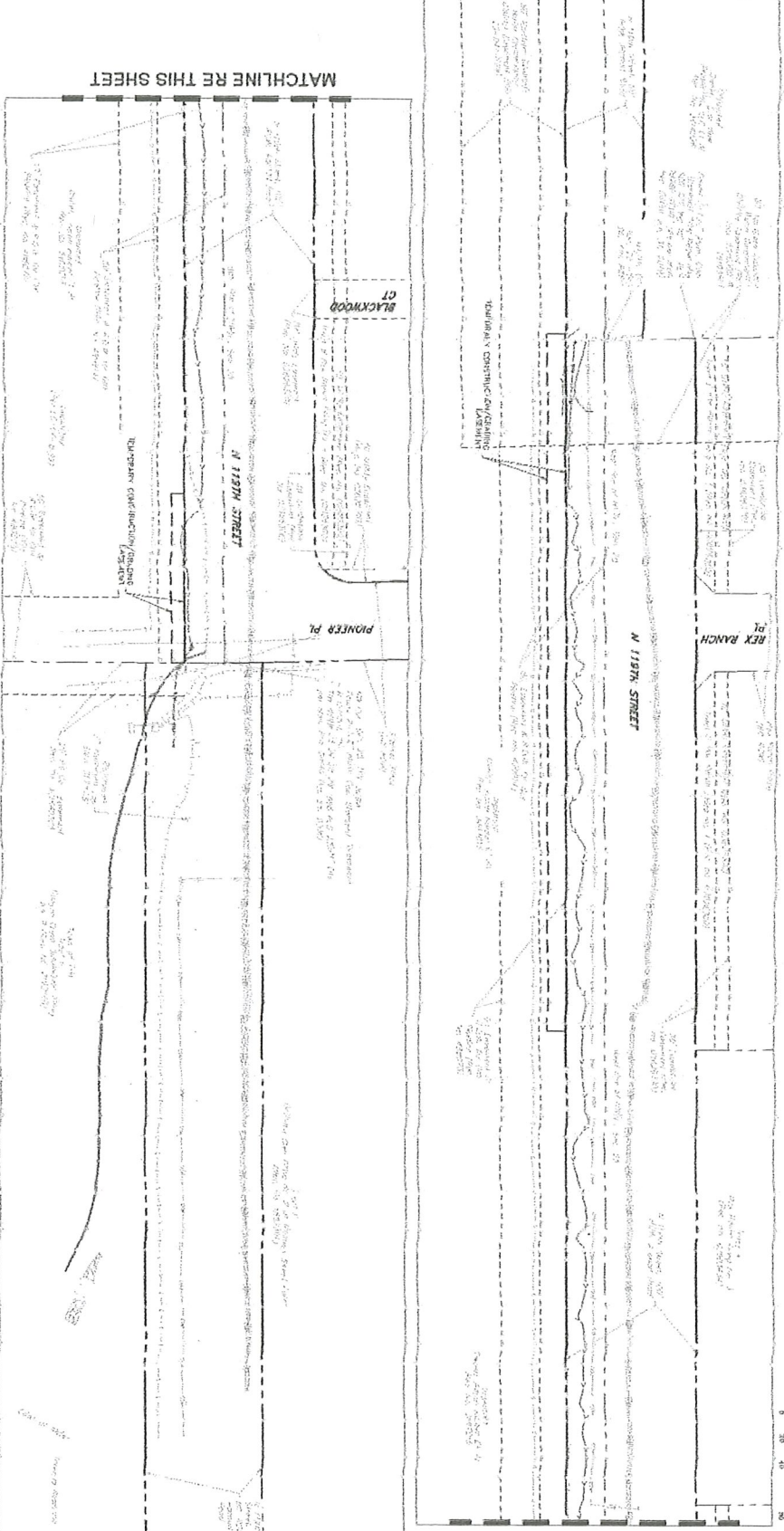
A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M. BOULDER COUNTY, COLORADO

- NOTES**
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 2. ALL DISTANCES ARE U.S. SURVEY FEET.
 3. THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT".
 4. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY THE CLIENT.
 5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
 6. P.O.B. = POINT OF BEGINNING, P.O.C. = POINT OF COMMENCEMENT
 7. SEE ATTACHED SHEET 1 OF 3 FOR PARCEL DESCRIPTION.



DATE: 09/18/2023	DRAWN BY: EMD
FILE: SBOD-ESMTS	SHEET: 2 OF 2

G:\SURVEY\UC_ CONSTRUCTION\5174-Boulder Canyon\DWG\ESMTS.DWG 09/18/2023 12:52:30 PM emd



[Handwritten signature]

MATCHLINE RE THIS SHEET

MATCHLINE RE THIS SHEET

SITE BASIS OF BEARINGS
 ALL BEARINGS, DISTANCES AND ELEVATIONS ARE BASED ON THE 1983 NAD 83 DATUM. THE DISTANCE FROM THE INTERSECTION OF 119TH STREET AND PIONEER PLACE TO THE CENTER OF THE INTERSECTION OF 119TH STREET AND PIONEER PLACE IS 10.00 FEET.

SITE BENCHMARK
 THE BENCHMARK IS A 1/4" DIA. ALUMINUM ROD (1983) APPROXIMATELY 10' NORTH OF THE INTERSECTION OF 119TH STREET AND PIONEER PLACE.

Call 311 before you dig.
 In all areas before you dig, 311 is the way to find out who owns the underground utilities and what they are. Digging without this information can be dangerous and costly.

811

Know what's below.
 Call before you dig.

DATE: _____	PROJECT: _____
DESIGNED BY: _____	DRAWN BY: _____
CHECKED BY: _____	DATE: _____
BY: _____	DATE: _____
BY: _____	DATE: _____

SOUTH BOULDER CANYON DITCH
119TH STREET & PIONEER PLACE, ERIE, CO 80516
CONSTRUCTION DOCUMENTS
RIGHT OF WAY PLAN

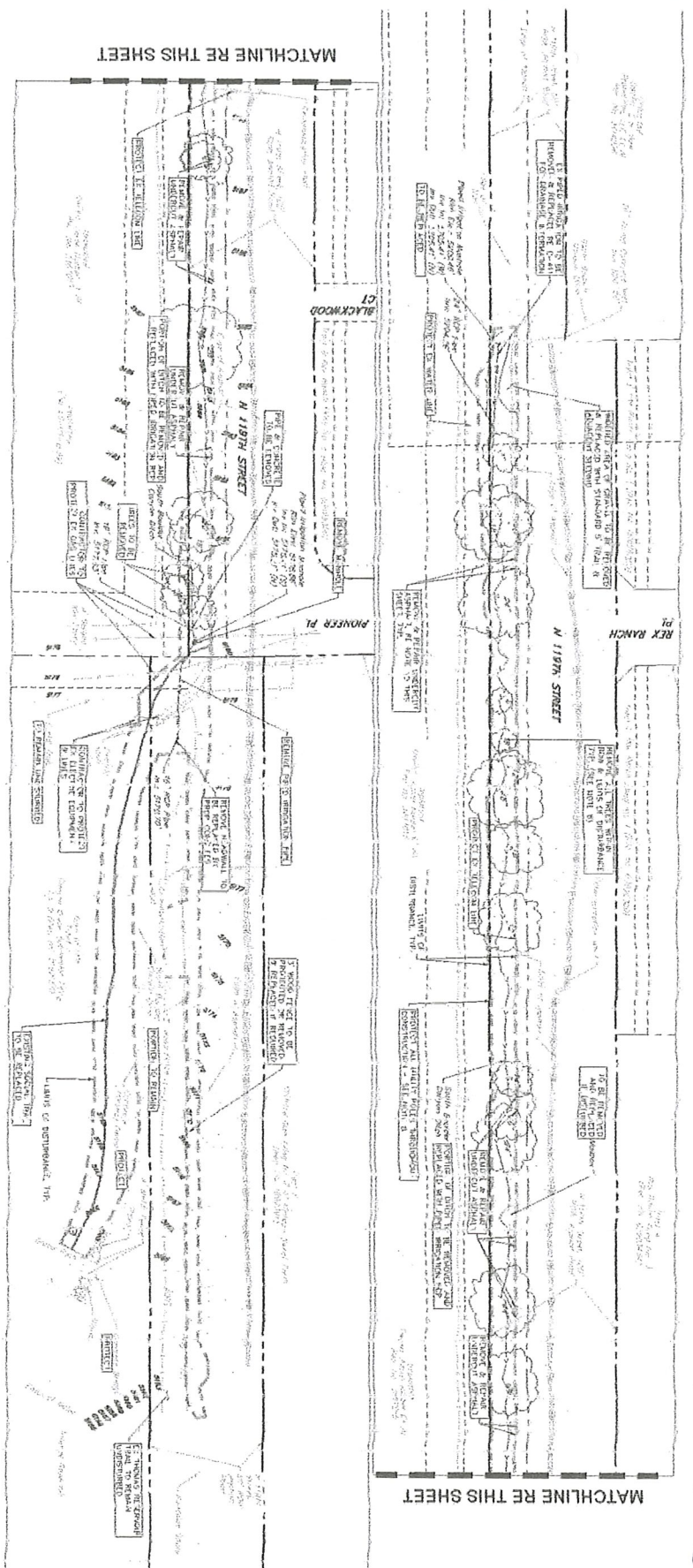
PROJECT NO. **149241**
 TOWN OF BIRLE PROJECT NO. **P22-289**

TOPOGA-MINC
 1400 SOUTH 10TH AVE # 2
 DENVER, CO 80202
 TEL: 303.733.1111
 WWW.TOPOGA-MINC.COM

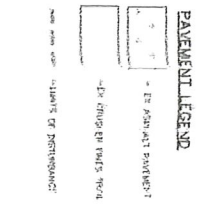
DATE: _____
 BY: _____

SHEET NO. **CD-100**

EXHIBIT B
AARON HARBER
TOE

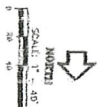


- REQUIREMENTS:**
1. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Boulder and the Colorado Department of Transportation (CDOT).
 2. The contractor shall be responsible for protecting all existing utilities and structures not to be demolished.
 3. The contractor shall be responsible for the safe removal and disposal of all demolition materials.
 4. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 5. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 6. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 7. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 8. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 9. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 10. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 11. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 12. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 13. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 14. The contractor shall be responsible for the safe and efficient removal of all demolition materials.
 15. The contractor shall be responsible for the safe and efficient removal of all demolition materials.



SITE BASIS OF BEARINGS
 ALL BEARINGS ARE BASED ON THE INTERSECTION OF N 119TH STREET AND PIONEER PLACE.
 THE BENCHMARK IS AT THE INTERSECTION OF N 119TH STREET AND PIONEER PLACE.

SITE BENCHMARK
 APPROXIMATELY AT THE INTERSECTION OF N 119TH STREET AND PIONEER PLACE.



[Handwritten Signature]

SOUTH BOULDER CANYON DITCH
 119TH STREET & PIONEER PLACE, ERIE, CO 80516
 CONSTRUCTION DOCUMENTS
 DEMOLITION PLAN

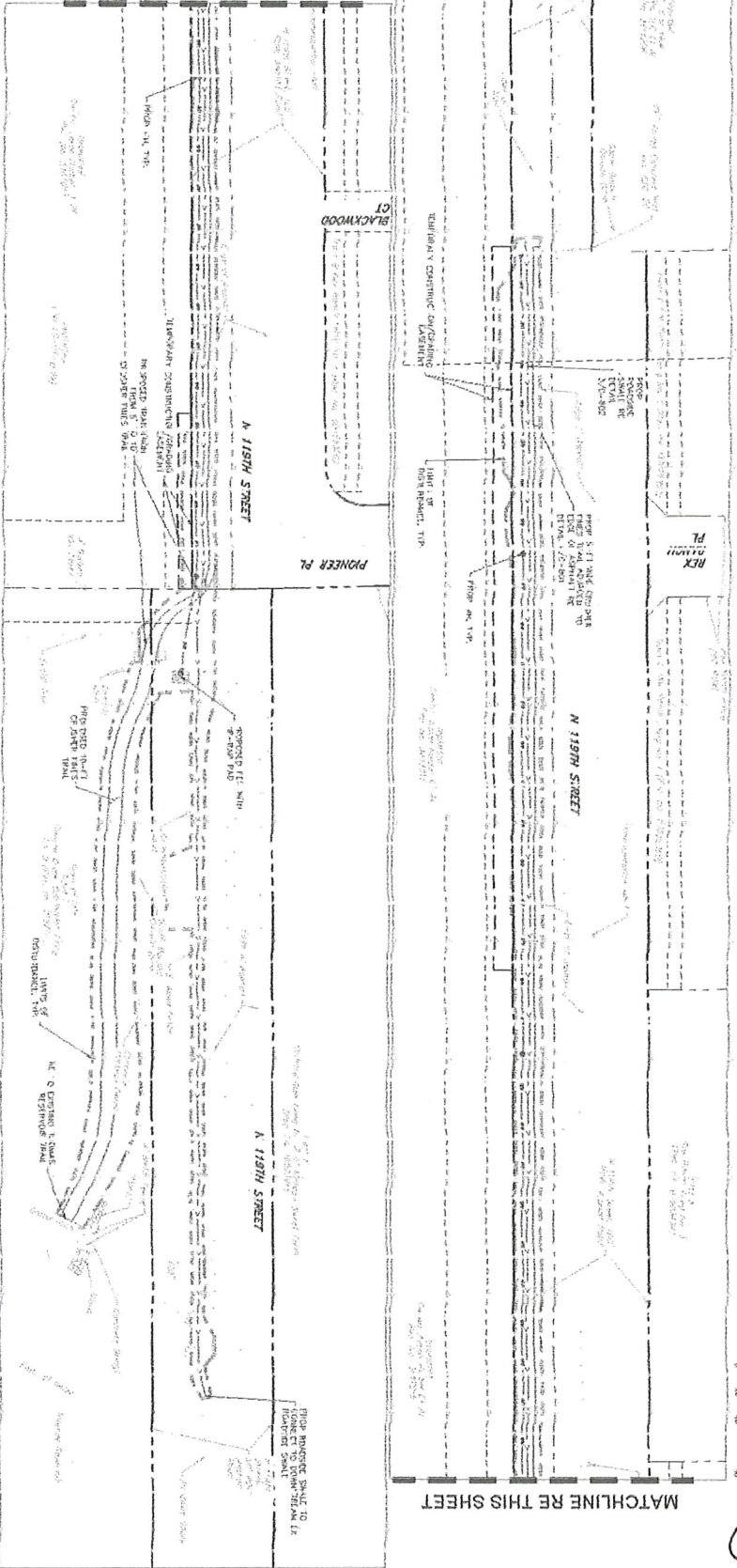
DATE: 10/20/2010	DESIGNED BY: [Name]
DRAWN BY: [Name]	CHECKED BY: [Name]
PROJECT NO: 1492-1	SHEET NO: CD-101

EXHIBIT B
 AARON HARBER
 TCE

PROJECT NO: 1492-1
 TOWN OF ERIE PROJECT NO: P22-219

TOPOG, INC.
 1415 1/2 STREET, SUITE 200
 BOULDER, CO 80502
 (303) 440-1234
 www.topog.com

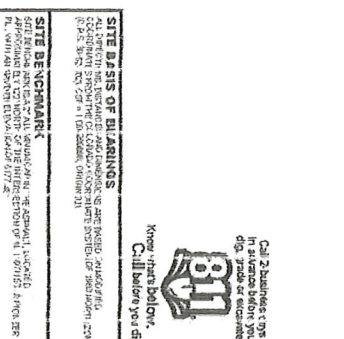
MATCHLINE RE THIS SHEET



MATCHLINE RE THIS SHEET

- LAYOUT NOTES**
1. ALL UTILITIES TO BE LOCATED FROM TOWN OF ERIE GAS MAP NOTES.
 2. ALL UTILITIES TO BE LOCATED FROM UNITS OF ALL 5' R.
 3. ALL UTILITIES TO BE LOCATED FROM TOWN OF ERIE GAS MAP NOTES.
 4. ALL UTILITIES TO BE LOCATED FROM TOWN OF ERIE GAS MAP NOTES.
 5. ALL UTILITIES TO BE LOCATED FROM TOWN OF ERIE GAS MAP NOTES.
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 8. ALL UTILITIES TO BE LOCATED FROM TOWN OF ERIE GAS MAP NOTES.
 9. ALL UTILITIES TO BE LOCATED FROM TOWN OF ERIE GAS MAP NOTES.
 10. ALL UTILITIES TO BE LOCATED FROM TOWN OF ERIE GAS MAP NOTES.

- PAVEMENT LEGEND**
- ASPHALT CONC
 - ASPHALT CONC
 - ASPHALT CONC
 - ASPHALT CONC
 - ASPHALT CONC
 - ASPHALT CONC
 - ASPHALT CONC
 - ASPHALT CONC
 - ASPHALT CONC
 - ASPHALT CONC



[Handwritten Signature]

SITE BASIS OF DIMENSIONS

ALL DIMENSIONS ARE BASED ON THE LATEST AVAILABLE RECORD PLANS AND FIELD SURVEY DATA. DIMENSIONS ARE GIVEN IN FEET AND INCHES TO THE NEAREST 1/8\"/>

SITE BENCHMARK

APPROXIMATE ELEVATION OF THE INTERSECTION OF N 119TH STREET AND PIONEER PLACE IS 2075.00 FEET.

SOUTH BOULDER CANYON DITCH
 119TH STREET & PIONEER PLACE, ERIE, CO 80516
CONSTRUCTION DOCUMENTS
OVERALL LAYOUT PLAN

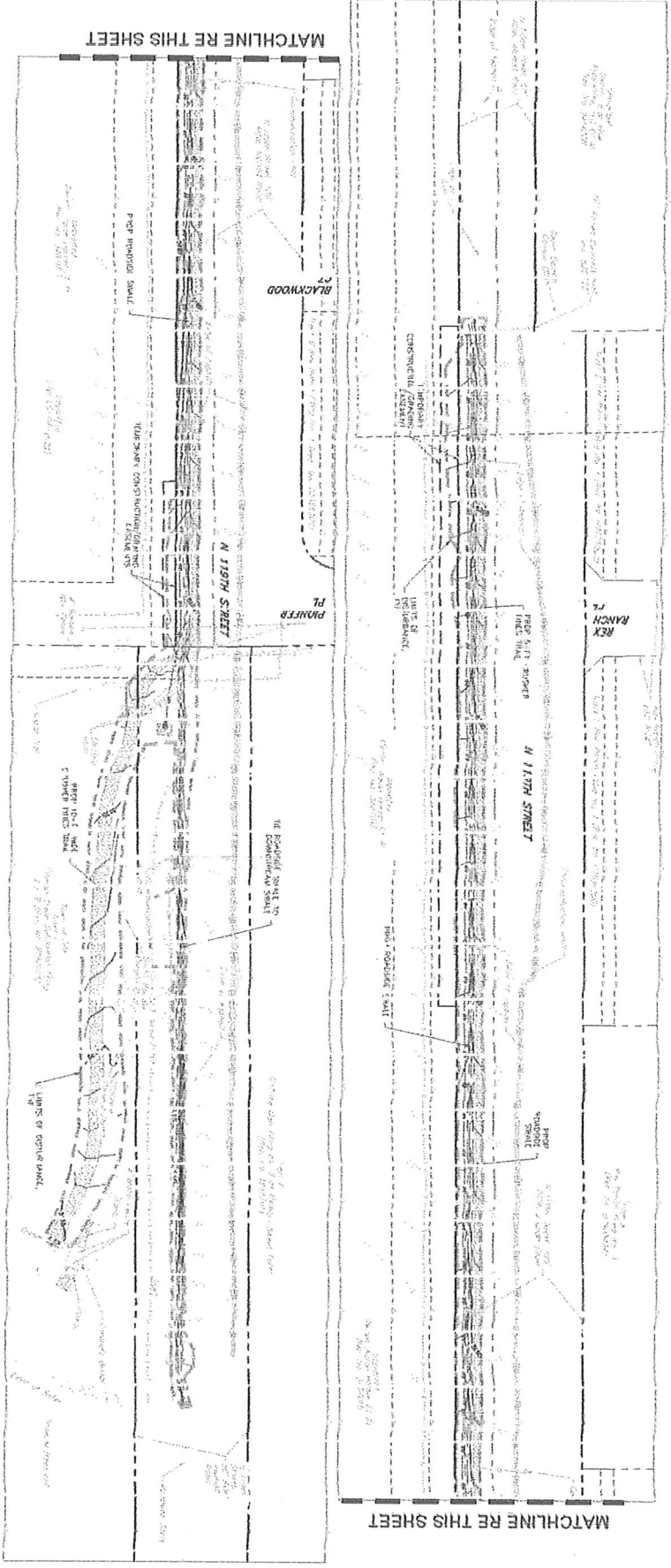
PROJ. EST. NO. **14931-1**
 TOWN OF ERIE PROJECT NO. **P22-219**

TRONCO, INC.
 1540 S. 10TH ST. SUITE 200
 DENVER, CO 80202
 (303) 733-1100

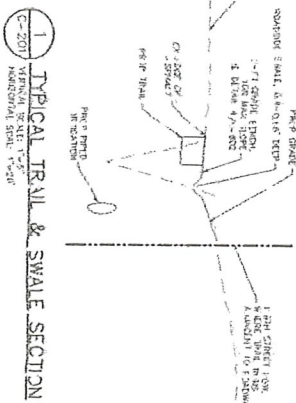
DATE: 10/15/2013
 DESIGNED BY: [Name]
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 IN CHARGE: [Name]

EXHIBIT B
 AARON HARBER
 TCE

SHEET NO. **C-101**



- READING & DRAINAGE NOTES:**
1. SEE SHEET C-109 & C-110 FOR TYPICAL SECTION OF PIPE STRUCTURE.
 2. FINISH TO GRADE.
 3. ALL PIPE SHALL BE 24" DIA. UNLESS OTHERWISE NOTED.
 4. ALL PIPE SHALL BE 12' LONG UNLESS OTHERWISE NOTED.
 5. ALL PIPE SHALL BE 12' LONG UNLESS OTHERWISE NOTED.
 6. ALL PIPE SHALL BE 12' LONG UNLESS OTHERWISE NOTED.
 7. ALL PIPE SHALL BE 12' LONG UNLESS OTHERWISE NOTED.
 8. ALL PIPE SHALL BE 12' LONG UNLESS OTHERWISE NOTED.
 9. ALL PIPE SHALL BE 12' LONG UNLESS OTHERWISE NOTED.
 10. ALL PIPE SHALL BE 12' LONG UNLESS OTHERWISE NOTED.



TYPICAL TRAIL & SWALE SECTION
 C-201
 VERTICAL SCALE 1"=2'-0"
 HORIZONTAL SCALE 1"=20'

SITE BASIS OF BLANKS
 ALL INFORMATION CONTAINED HEREIN IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE INFORMATION PROVIDED AND HAS FOUND IT TO BE REASONABLY ACCURATE FOR THE PURPOSES OF THIS PROJECT. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED OR THE RESULTS OF THIS PROJECT.



DATE: 08/14/2018	PROJECT: SOUTH BOULDER CANYON DITCH
DESIGNED BY: J. H. RYAN	CHECKED BY: J. H. RYAN
DRAWN BY: J. H. RYAN	DATE PLOTTED: 08/14/2018
SCALE: AS SHOWN	SCALE: AS SHOWN
BY: J. H. RYAN	DATE: 08/14/2018

SOUTH BOULDER CANYON DITCH
 119TH STREET & PIONEER PLACE, ERIE, CO 80516
 CONSTRUCTION DOCUMENTS
 OVERALL GRADING PLAN

PROJ. NO. 1492-1
 TOWN OF BRILL PROJECT
 P22-219

TOPCO INC.
 1400 14TH AVE. S.
 DENVER, CO 80202
 TEL: 303.733.1111
 WWW.TOPCOINC.COM

DATE: 08/14/2018
 TIME: 10:00 AM
 PLOT: 119TH STREET & PIONEER PLACE
 SCALE: AS SHOWN

1"=10' HORIZ.
 1"=2' VERT.
 DATE PLOTTED: 08/14/2018
 TIME: 10:00 AM

EXHIBIT B
 AARON H. RYAN
 TCE
 08/14/2018
 C-201

First Interstate (no checks or deposit slips)

~~Post Office~~

~~Dollar Tree~~

Cricket Store

~~UPS Store~~

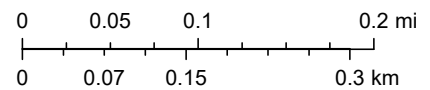
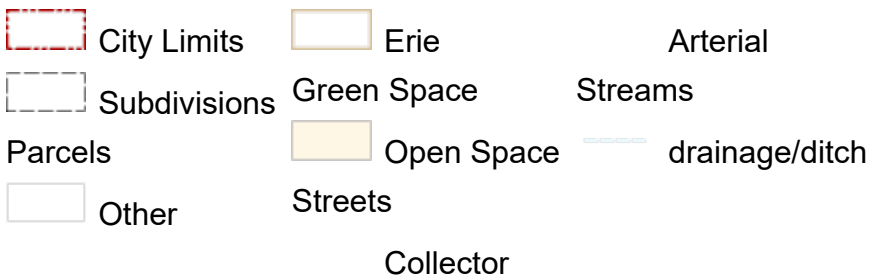
Taco Bell

VICINITY MAP: South Boulder Canyon Ditch Project



10/11/2023, 8:21:09 PM

1:9,028



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Town of Erie, GIS, TOE GIS



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-506, **Version:** 1

SUBJECT:

A Resolution of the Board of Trustees of the Town of Erie Approving a Design-Build Construction Contract with JOC Construction, LLC for the South Boulder Canyon Ditch Project

DEPARTMENT: Public Works

PRESENTER(S): Todd Fessenden, Public Works Director
Zachary Ahinga, Civil Engineer

FISCAL SUMMARY:

Cost as Recommended:	\$1,105,999
Balance Available:	\$1,310,754 (pending approved 2nd Supplemental)
Budget Line Item Number:	500-70-110-605000-100398 - \$1,110,754 210-50-810-605000-100273 - \$ 200,000
New Appropriation Required:	No

POLICY ISSUES:

None

STAFF RECOMMENDATION:

Approve the Resolution authorizing the construction contract with JOC Construction, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town owns and operates a reach of the South Boulder Canyon Ditch (SBCD) located along the east side of North 119th Street. (*See the attached Vicinity Map.*)

The ditch is part of the Town’s raw water supply system to deliver water to Thomas Reservoir during the months of April through August each year; and the ditch is shut-down the remainder of the year. Currently, the ditch consists of an earthen graded ditch with many existing dead and dying trees in the flow path. During normal water delivery periods, and more-so during high stormflows, the obstructions tend to increase flow velocities causing scour of the ditch invert and meandering of the flow path which now threatens to erode the 119th Street roadway and the adjacent property. To ensure reliable water deliveries and prevent further erosion, staff determined it necessary to convert the surface ditch to a buried pipe water conveyance.

In June 2022, using the Town's membership in the Source Well Cooperative Purchasing Program staff selected and retained JOC Construction (JOC) to design the project under a Design-Build project delivery method for a design fee of \$89,281. JOC has completed the Design phase and construction documents.

The construction includes:

- Installation of 1,400 feet of buried pipe conveyance;
- Removal of all dead and dying trees;
- Regrading to remove depressions and ruts;
- A seeded road-side storm drainage swale;
- A crusher fines trail that will extend the walking path to Thomas Reservoir; and
- Revegetation of all areas disturbed by construction operations.

JOC submitted a Lump-Sum Construction proposal to perform the Build phase for this project in the amount of \$1,005,454. JOC has performed well in recent construction projects for the Town under the competitive bidding process as well as the Gordian Job-Order Contracting program; and is well qualified to construct this project. Projects completed by JOC Construction include:

- Erie Community Center Pool Staircase Structural Repairs Project
- Installing Utilities at Schofield Farm
- Renovating the House at 625 Pierce Street
- Columbine Mine Park Irrigation Tap Project

In accordance with Section 9, Cooperative Purchasing of the Town's Purchasing Policy, the Public Works Department selected JOC for this project. JOC 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.

Also, before the Board of Trustees is Consent Agenda Item 23-505 for approval of a Grant of Temporary Construction Easement which will enable the contractor to access adjacent private property to the east for construction access, grading, tree removal, and revegetation of areas disturbed by construction.

Fiscal Impact:

Pending approval of the 2023 2nd Supplemental budget, \$1,110,754 will be available in the 2023 Water CIP Budget to construct all project components except the crusher fines trail. The crusher

finer trail portion of the project will be funded from the TNACC Fund in the amount of \$200,000. This will connect the existing crusher fines shoulder south along 119th to the Thomas Reservoir loop. This quarter mile crusher fines shoulder along 119th was also funded with TNACC funds and connects to the multi-use trail east towards the Compass neighborhood. A total of \$1,310,754 will be available for this project.

Staff believes it is in the Town's best interest to construct the project during the current shut-down period and recommends awarding the Design-Build construction contract to JOC Construction, for \$1,005,454 and a contingency amount of \$100,545 for a total contract amount of \$1,105,999.

BOARD PRIORITY(S) ADDRESSED:

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

ATTACHMENT(S):

1. Resolution
2. Construction Contract
3. Vicinity Map

**Town of Erie
Resolution No. 23-124**

**A Resolution of the Board of Trustees of the Town of Erie Approving
a Construction Contract with JOC Construction, LLC for the South
Boulder Canyon Ditch Pipe Project**

Whereas, the Town requires the services of JOC Construction, LLC for the South Boulder Canyon Ditch Pipe Project; and

Whereas, the Board of Trustees finds it in the best interest of the public health, safety and welfare to approve the Construction Contract with JOC Construction, LLC in an amount not to exceed \$1,005,454.

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

Section 1. The Construction Contract with JOC 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 24th day of October, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Standard Form of Agreement Between Owner and Design- Builder – Lump Sum

Document No. 525
Second Edition, 2010

© Design-Build Institute of America
Washington, D.C.



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Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the _____ day of _____ in the year of 2023, by and between the following parties, for services in connection with the Project identified below.

OWNER:

Town of Erie
645 Holbrook
P. O. Box 750
Erie, Colorado 80516

DESIGN-BUILDER:

JOC CONSTRUCTION , LLC– South Boulder Canyon Ditch Pipe Project
4890 Ironton Street, Suite A
Denver, CO 80239

PROJECT:

South Boulder Canyon Ditch Pipe Project
Project Number P-22-289

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1
Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2
Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535 modified by Erie, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) modified by Erie ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria; are described as follows:

Attachment 1 - Owner's Project Criteria

Attachment 2 - Design-Builders Proposal and Deviation List

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder include:

Attachment 3 - Agreement for Professional Services dated June 24, 2022
for design of the South Boulder Canyon Ditch Project

Attachment 4 - Information Provided By Owner to Design-Builder

Attachment 5 - Design-Builder's Permit List

2.1.4 The General Conditions of Contract; Exhibit "A" and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3
Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

3.6 In the event of some ambiguity in the Contract Documents, the parties shall be deemed to have jointly authored them and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

Article 4 **Ownership of Work Product**

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership in the Work

Product, except as provided herein. Such transfer shall not apply to Design-Builder's intellectual property rights developed, utilized, or modified in the performance of the Work; such rights shall remain the property of Design-Builder. Design-Builder shall have the right to retain and use copies of drawings, documents, and engineering or other data furnished or to be furnished by Design-Builder and the information contained therein subject to the confidentiality provisions of the Agreement and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties").

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

4.3.2 Owner agrees to pay Design-Builder the additional sum of Zero_Dollars (\$ 0.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Use of the Work Product is at Owner's sole risk. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

Article 5 **Contract Time**

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than March 30, 2024 (146) calendar days after the Date of Commencement.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows:

- Substantial Completion – Completion of the underground water conveyance pipe and appurtenances construction that will allow reliable delivery of water from the South Boulder Canyon Ditch through the underground pipe to Thomas Reservoir not later than April 1, 2024.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract. Final Completion of the entire Work shall be achieved no later than April 30, 2024.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date in Section 5.2.1, above, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, (the "LD Date"), Designer-Builder shall pay Owner Eight-Hundred and Twenty Dollars (\$ 820.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestones, or Final Completion.

Article 6 **Contract Price**

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of One Million, Five-Thousand Four-Hundred and Fifty-Four_Dollars (\$ 1,005,454) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements. Owner will furnish tax exemption certificate.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of ten_percent (10%) of the additional costs incurred for that Change Order.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

No additional reduction to account for Design-Builder's Fee or any other markup.

6.3 Allowance Items and Allowance Values.

6.3.1 For the specific Works set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:

- All permits as shown in Attachment 5 - Design-Builder's Permit List
- Preparation of As-Built Record Drawings in accordance with Owner Standards

6.3.2 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth above.

6.3.3 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.4 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.5 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance, design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, associated with the applicable Allowance Item.

6.3.6 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 7 **Procedure for Payment**

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the Wednesday of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5%) of each Application for Payment.

7.2.2 Within thirty (30) days after Final Completion of the entire Work and no claims have been made during the final payment advertisement period, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner pursuant to C.R.S. § 38-26-107 and in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly

submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of zero percent (0%) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8 **Termination for Convenience**

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Overhead and profit in the amount of ten percent (10%) on the sum of items 8.1.1 and 8.1.2 above.

8.2 Reserved

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9 **Representatives of the Parties**

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Todd Fessenden
Public Works Director
645 Holbrook
Erie, Colorado 80516
303-925-2871
tfessenden@erieco.gov

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

Todd Fessenden
Public Works Director
645 Holbrook
Erie, Colorado 80516
303-925-2871
tfessenden@erieco.gov

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Kiryl Kavalenka
Regional Operations Manager
4890 Ironton Street, Suite A | Denver, CO 80239
M: 720-419-5142
k@joc-construction.com

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Kiryl Kavalenka
Regional Operations Manager
4890 Ironton Street, Suite A | Denver, CO 80239
M: 720-419-5142
k@joc-construction.com

Article 10 **Bonds and Insurance**

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth below and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

10.3 Design-Builder shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Design-Builder's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by laws or regulations or by the Contract Documents. Design-Builder shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by laws or regulations, and shall be executed by sureties named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. The Design-Builder shall furnish the performance and payment bond in the form provided in the Contract Documents or approved by the Town, the earlier of ten (10) days after the Town has issued the notice of award or delivery of the executed Agreement. The Town reserves the right to exclude any Surety Company on any ground it deems appropriate. The cost of the bonds shall be included in the bid.

10.3.1 If the surety on any Bond furnished by Design-Builder is declared bankrupt, becomes insolvent, has its right to do business terminated in any state where part of the Project is located, or ceases to meet any of the requirements of the Contract Documents, Design-Builder shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to the Town.

10.4 Licensed Sureties and Insurers; Certificates of Insurance:

10.4.1 All Bonds and insurance required by the Contract Documents to be purchased and maintained by Design-Builder shall be obtained from surety or insurance companies acceptable to the Town that are duly licensed to transact business in the State of Colorado and to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the General Conditions.

10.4.2 Design-Builder shall deliver to the Town, with copies to each additional insured, certificates of insurance (and other evidence of insurance requested by the Town or any other additional insured) which Design-Builder is required to purchase and maintain in accordance with paragraph 5.3. The certificates shall be reviewed and approved by the Town prior to execution of the Agreement. The Town shall have the right to request and obtain copies of any relevant insurance policies required herein. The completed certificates of insurance shall be sent to the person and address specified in the General Conditions.

10.5 Design-Builder's Insurance Requirements:

10.5.1 The Design-Builder agrees to procure and maintain, at its own cost, the policy or policies of insurance required by these General Conditions, in addition to any other insurance requirements imposed by the Contract Documents or by law. The Design-Builder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

10.5.2 Design-Builder shall procure and maintain, and shall cause each Subcontractor or Supplier of the Design-Builder to procure and maintain (or shall insure the activity of Design-Builder's Subcontractors and Suppliers in Design-Builder's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

10.5.2.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with

limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

10.5.2.2 Commercial General Liability insurance with a combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

10.5.2.3 Business Automobile Liability insurance with a combined single limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each accident with respect to each of Design-Builder's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

10.5.2.4 Builder's Risk insurance with limits of not less than the insurable value of the work to be performed under this contract at completion. The policy shall be written in completed value form and shall protect the Design-Builder and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Contractors Equipment insurance, but to become a part of the completed building or structure, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panelboards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Design-Builder and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Design-Builder or the Town.

10.5.2.5 Installation Floater with minimum limits of not less than the insurable value of the work to be performed under this contract at completion, less the value of the materials and equipment insured under Builder's Risk insurance. The value shall include the aggregate

value of any City-furnished equipment and materials to be erected or installed by the Design-Builder not otherwise insured under Builder's Risk insurance. The policy shall protect the Design-Builder and the Town from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under Builder's Risk insurance, while in warehouses or storage areas, during installation, during testing, and after the work under this contract is completed. The policy shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular work to be performed under this contract. The policy shall provide for losses to be payable to the Design-Builder and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Design-Builder or the Town.

10.5.3 The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Design-Builder shall be solely responsible for any deductible losses under each of the policies required above.

10.5.4 Certificates of insurance shall be completed by the Design-Builder's insurance agent as evidence that policies providing the required coverages, conditions, and limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed or non-renewed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any relevant policy and any endorsement required herein.

10.5.5 Failure on the part of the Design-Builder to procure or maintain policies providing the required coverages, conditions, and limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such

policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Design-Builder to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Design-Builder from the Owner.

10.5.6 The parties hereto understand and agree that the Town is relying on, and does 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, 10 C.R.S. § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the Town, its officers, or its employees.

Article 11 **Other Provisions**

11.1 Other provisions, if any, are as follows:

11.1.1 Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

11.1.2 *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.

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

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

Town of Erie, Colorado
(Name of Owner)

(Signature)

Justin Brooks
(Printed Name)

Mayor
(Title)

Date: _____

Attest: _____
Debbie Stamp

Title: _Town Clerk_____

Address for giving notices:

645 Holbrook Street
PO Box 750
Erie Colorado, 80516

License No: _____
(where applicable)

DESIGN-BUILDER:

JOC Construction, LLC
(Name of Design-Builder)

(Signature)

Kiryl Kavalenka
(Printed Name)

Regional Operations Manager
(Title)

Date: _____

(If Design-Builder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

4890 Ironton Street, Suite A
Denver Colorado, 80239

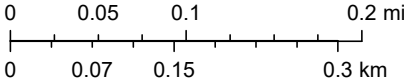
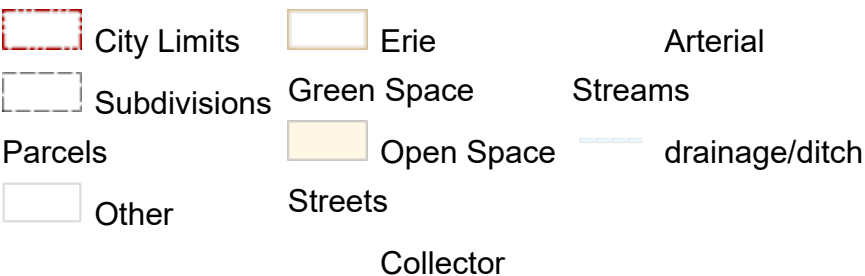
Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.

VICINITY MAP: South Boulder Canyon Ditch Project



10/11/2023, 8:21:09 PM

1:9,028



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Town of Erie, GIS, TOE GIS



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-514, **Version:** 1

SUBJECT:

Native American Heritage Month Proclamation

DEPARTMENT: Legislation

PRESENTER: Justin Brooks, Mayor

TIME ESTIMATE: 5 minutes

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Native American Heritage Month can be traced back as early as 1916, when the State of New York declared "American Indian Day" on the second Saturday of May. Sixty years later, President Gerald Ford proclaimed October 10-16 "Native American Awareness Week." In 1990, the celebrations moved to November when Congress passed a resolution for National American Indian Heritage Month. More information can be found on the [United States Congress](https://www.senate.gov/artandhistory/history/common/generic/American_Indian_Heritage_Month.htm) [<https://www.senate.gov/artandhistory/history/common/generic/American_Indian_Heritage_Month.htm>](https://www.senate.gov/artandhistory/history/common/generic/American_Indian_Heritage_Month.htm) website.

Last year, President Joe Biden signed a proclamation on Native American Heritage Month. The proclamation celebrates Native American people "[a]s teachers and scholars, scientists and doctors, writers and artists, business leaders and elected officials, heroes in uniform, and so much more, they have made immeasurable contributions to our country's progress." President Biden names the injustices of past and present policies on their capacity to be represented in government, access healthcare and economic opportunity, receive adequate education, and overrepresentation of Native American women in human trafficking and violent victimization. In 2023, a Statista report with data from the Centers for Disease Control and Prevention (CDC) shows that life expectancy for American Indians and Alaska Natives was 65.2 years, more than a decade less than the average life expectancy for the overall population (76.1 years). Factors that influence lower life expectancy include high poverty rates and intergenerational trauma. To learn more, please see Human Trafficking Search's [article on sex trafficking](https://humantraffickingsearch.org/traffickingofnativeamericans/) [<https://humantraffickingsearch.org/traffickingofnativeamericans/>](https://humantraffickingsearch.org/traffickingofnativeamericans/), Statista's [report](https://www.statista.com/chart/30991/average-life-expectancy-in-the-united-states-by-racial-and-ethnic-groups/) [<https://www.statista.com/chart/30991/average-life-expectancy-in-the-united-states-by-racial-and-ethnic-groups/>](https://www.statista.com/chart/30991/average-life-expectancy-in-the-united-states-by-racial-and-ethnic-groups/), and President Biden's [proclamation](https://www.whitehouse.gov/briefing-room/presidential-actions/2022/10/31/a-proclamation-on-national-native-american-heritage-month-2022/) [<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/10/31/a-proclamation-on-national-native-american-heritage-month-2022/>](https://www.whitehouse.gov/briefing-room/presidential-actions/2022/10/31/a-proclamation-on-national-native-american-heritage-month-2022/).

File #: 23-514, **Version:** 1

BOARD PRIORITY(S) ADDRESSED:

- ✓ Engaged and Diverse Community
- ✓ Effective Governance

ATTACHMENT:

1. Proclamation



Native American Heritage Month Proclamation

Whereas, Native American Heritage month celebrates the richness and resilience of Indigenous people, honoring their culture, traditions, and the centuries-long injustices they endure; and

Whereas, the Town of Erie sits on the ancestral lands of the Ute, Arapaho, Cheyenne, and Sioux peoples; and

Whereas, Native Americans are descendants of the original, indigenous habitants of what is now the United States; and

Whereas, Native Americans enrich our heritage and continue to add to all aspects of our society through their traditions, culture, and the continued practice of teaching economic, environmental, and social sustainability; and

Whereas, the Town recognizes the erasure, violence, and disenfranchisement of Indigenous people, historically and presently, both in Colorado and the nation; and

Whereas, Native Americans have the lowest life expectancy among all Americans, and their life expectancy continues to decline due to the lack of equitable access to healthcare and economic opportunity; and

Whereas, Native Americans have imparted all Americans and the world with innovation that is essential to live our modern lives, including transportation, housing, engineering, and food technology; and

Whereas, on October 31, 2022, President Joseph R. Biden signed the National Native American Heritage Month Proclamation, designating the month of November for the celebrations.

Now, therefore, I, Justin Brooks, Mayor of the Town of Erie, do hereby proclaim that Native American Heritage Month be celebrated for all of November, and I call upon the Town of Erie and all Americans to observe this month with appropriate ceremonies, activities, and programs.

Dated this 24th day of October, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Deputy Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-518, **Version:** 1

SUBJECT:

AEDAB and Staff Recommendation on Airport Contracts

DEPARTMENT: Public Works

PRESENTER(S): Todd Fessenden, Public Works Director
Paul Houghtaling, AEDAB Chair

TIME ESTIMATE: 30 minutes

POLICY ISSUES:

The Town of Erie has a stated goal of transparency and clear structures in how it conducts operations, including its operation of Erie Municipal Airport (EIK). The existing contract for management of the Airport and Fixed Base Operation (FBO), though it may have served the Town well for many years, needs updating to better define roles and create a clearer financial picture. In addition, the Federal Aviation Authority, which retains oversight of EIK, prefers to see airport management and FBO contracts separated so one can be changed or terminated without affecting the other.

STAFF RECOMMENDATION:

Staff and the Airport Economic Development Advisory Board (AEDAB) will make a joint recommendation to the Board for preferred path forward.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Town of Erie entered into an agreement with ABS Aviation Consultancy, Inc dba Airport Business Solutions to review the airport management and FBO services agreement as well as various fee structures and approaches. The Board of Trustees and AEDAB are seeking input on contract structures that would better define the two functions and clarify the arrangement.

Staff engaged ABS in April to make various recommendations in line with best industry practices and meet the Town's stated goals. ABS attended an AEDAB meeting in August and a Board of Trustees Study Session on Sept. 19 and again on Oct. 10 to gather input from the Board and provide a recommendation. AEDAB meets on Oct. 19 and will discuss and determine a recommendation to the Board, as well as proposed next steps.

Option 1 - Extend/Renegotiate Existing Contract

Option 2 - Town-employed Airport Manager with a Separate FBO Operator/Agreement

Option 3 - Contracted Airport Manager with Separate FBO Operator Agreement

Option 4 - Conduct RFP or Sole Source Airport Management and FBO Operations (Single Entity)

BOARD PRIORITY(S) ADDRESSED:

- ✓ Attractive Community Amenities
- ✓ Prosperous Economy
- ✓ Well-Maintained Transportation Infrastructure
- ✓ Effective Governance

ATTACHMENT:

1. Chapter 8 - Strategic Business Plan and Rate Study

8. EVALUATION OF MANAGEMENT OPTIONS

This section provides an analysis of the three options originally described in the engagement for this project. In addition, **ABS** has also included a fourth option used by other airports that may be applicable for the situation at EIK. This option, identified as Option 4 below, offers the potential to issue an RFP or sole-source arrangement per the Town's Purchasing Policy for the contract management of the Airport and the FBO operations through a third-party contract arrangement with a single entity, but with separate, independent agreements for airport management and FBO operations.

8.1 ANALYSIS OF AIRPORT OPTIONS FOR THE FUTURE

Pursuant to FAA guidelines, and best airport operating practices, the Town/Airport is desirous of exploring the following information, issues, concerns, options, considerations, and implications regarding its decisions for the future. These issues are discussed herein, with additional details in other sections of this report.

1. What is the current status of the industry and its future?
2. What is the current make-up of the EIK marketplace?
3. Are there sufficient fuel sales to support the various options?
4. What are the economic pros and cons of the various options?
5. What is the best option for aviation users, the Town of Erie, and tenants of the Airport?
6. What are the political, financial, and personnel issues to be considered?
7. What are the risks and rewards for each scenario described herein?

The following analysis explores all these questions and how they impact each of the four scenarios and the directives issued for the preparation of this report. In addition, as a critical supporting element of this analysis, each scenario has been predicated by personnel costs and the overarching impact of the volume of fuel currently being delivered on the field and how that impacts the best options for the future.

a. Option 1 – Extend/Renegotiate Existing Contract

Under this scenario, the Town/Airport would simply renegotiate with *Vector Air* to continue as the airport manager and FBO service provider with new negotiated terms and conditions for airport management and FBO operations.

Pros: This scenario is likely the fastest and simplest way to move forward. It will likely require the least amount of staff time to implement because it is essentially keeping the status quo. This situation would probably be the least likely to raise political or personnel issues due to the fact that the negotiations would be primarily done quickly and privately between the Town/Airport and *Vector Air*. However, other entities in the industry may view this as a non-competitive arrangement. Moreover, neither the Town nor the FBO seem to be comfortable with the current agreement.

Cons: This situation does not appear to be sustainable in the long term for either the Town or *Vector Air* without some clearer organizational directives and financial compensation or incentives for *Vector Air*. This arrangement would eliminate the option for the Town/Airport to explore competitive offers. This scenario also does not contemplate creating separate contracts with clearly defined responsibilities between airport management and fixed base operation services, a stated desire of the Town.

Risks: The Town/Airport may not obtain the financial returns available from other options. In addition, in certain circumstances maintaining the status quo can have a detrimental impact on the long-term quality of services provided. *Vector Air* will likely be unwilling to continue under the status quo scenario and will require a renegotiation of responsibilities associated with the ongoing costs of airfield maintenance and day-to-day management.

Rewards: It is simply the fastest and least impactful for Town/Airport staff. Under this scenario, the Town/Airport benefits from the fact that *Vector Air's* employees are currently used to perform Airport functions including mowing, maintenance, and snow removal, as well as the fact that *Vector Air* is intimately knowledgeable of airfield operations. This

scenario also provides the least impact on existing users on the field, particularly the airpark tenants who seem to work well with the current manager.

b. Option 2 – Town-employed Airport Manager with a Separate FBO Operator/Agreement

Under this scenario the Town would directly employ an Airport Manager and become responsible for day-to-day airfield maintenance. The operations and control of the FBO would be conveyed to a third-party (*Vector Air* or another entity). Under this scenario, the FBO would then take over the fuel sales which are now part of the Town/Airport's revenue used to offset airfield operating costs. The selection of an FBO could be accomplished by issuing an RFP or creating a sole-source arrangement for a new FBO entity, or via direct negotiation with *Vector Air* for a new long-term agreement.

It should be noted that if the Town elects to issue an RFP, it is likely that if they choose to respond, the successful respondent would likely be *Vector Air* because of their knowledge of the Airport and diversity of services. This is significant to understand because there is not enough fuel volume on the field to support an outside FBO entity that is not also providing other revenue-generating services on the field. As such, the activity currently done by *Vector Air* through its aircraft maintenance and flight training activities would be the key to their continued success, which is also key to the survival of the Airport. The Town/Airport would continue to retain the revenue from land leases, through-the-fence (TTF) fees, and tie down fees.

Pros: This scenario separates the Airport management from the FBO which makes for a cleaner organizational structure. Revenue to the Town/Airport would be generated by land rents, fuel flowage fees, through-the-fence fees, tie down fees, and a new lease with the FBO entity.

Cons: The cost of a direct employee of the Town of Erie as the Airport Manager will likely cost significantly more in payroll and benefits than that of the private sector. The recruitment process for a new Town-employed Airport Manager would likely take 3-6 months. Also, in that the current *Vector Air* employees provide airfield maintenance such as

mowing, maintenance, and snow removal, these positions will need to be replaced with Town employees. This management arrangement will require a significant number of additional airport staff, likely around 5 full-time employees, which will increase the cost of operating the Airport significantly. In addition, this approach would require the Town/Airport to incur the annual costs for airfield maintenance.

Risks: There can be significant political and administrative push-back regarding the higher costs associated with Airport management by the Town. The Airport Manager as a Town employee can sometimes be influenced by internal Town agendas that are not necessarily in support of the Airport and its goals. There is always the risk of an unsuccessful recruitment process for a new and specialized employee.

Reward: More control of the Airport through a direct employee. Potential upside in Federal funding if the Town hires a well-seasoned and experienced Airport Manager with long-time success in airport funding. However, this would require the Town to invest significant money in the salary and benefits of such an individual, as well as incur all of the ongoing maintenances costs of the airfield. (It should also be noted that the current manager has had very good success in receiving FAA funding.)

c. Option 3 – Contracted Airport Manager with Separate FBO Operator Agreement

Within this option, the Town/Airport would continue to maintain oversight of the Airport through a contract management agreement, but with a separate, independent contract (lease) for FBO operations. Under this scenario, the airport management would be independent of FBO operations and under separate agreements. FBO fuel sales would be the responsibility of the FBO (*Vector Air* or another entity) to support other lines of business such as aircraft maintenance and/or flight training. Land lease revenues, TTF fees, tie down fees, and FBO lease fees would go to the Town/Airport who would be responsible for paying the contract management company.

Pros: This scenario is similar to the previous one in that it separates the airport management from the FBO operations. However, in this case the airport manager and

management company would have a separate and distinct contract with the Town keeping the FBO clearly separate. This provides a defensible arms-length relationship with the end users of these services. It allows for the separation of the airport business vs. general aviation business priorities.

Cons: This scenario would require two Requests for Proposals to find qualified and experienced operators, both for airport management and FBO operations. (Note: The size of both the airport and FBO operation are likely not sufficient to generate a high level of interest by multiple entities under either RFP.) The cost to secure an experienced and qualified airport management company that would need to hire competent and qualified staff may require significant subsidy by the Town (in excess of revenues generated by the Airport itself). The Town would likely still be responsible for ongoing airfield maintenance costs.

Risks: The risk is the political and legal ramifications with the separate airport management contract scenario and the designation of responsibilities. The limited number of experienced and qualified airport management entities and FBO operators at airports the size of EIK could yield a scenario whereby there could be additional oversight required by the Town.

Rewards: Once the transition to separate operators is stabilized, the financial and service controls will be in place and the operational risks can be minimized to the greatest extent possible. This operation will provide the Town/Airport with separate, independent entities whose responsibilities are focused on their contractual obligations.

d. Option 4 - Conduct RFP for Airport Management and FBO Operations (Single Entity)

Option 4 is similar to Option 3, but the Request for Proposals or sole-source arrangement would seek a single entity that would be responsible for management of the Airport and operation of the FBO, although under separate agreements.

Pros: RFPs are the most popular and typically the most frequently used process for airport sponsors to move forward in lease expiration scenarios. It provides a competitive platform for multiple entities to essentially bid on the opportunity to operate/manage the airport and FBO at EIK. This could potentially offer the Town with other entities that may be interested in being located at the Erie Municipal Airport. However, the FAA recommends that airport sponsors always separate FBO agreements from airport management agreements. This allows the sponsor to terminate either contract for non-performance without losing the other agreement. The Town, through its 2020 Purchasing Policy (attached - refer to sections 10 and 11) has the option to sole-source vendors of services and prioritizes qualified local vendors, particularly with respect to past performance. This provides an alternative to the RFP process should the Town choose to utilize this process instead of an RFP. This alternative could also reduce the contracting and negotiation period.

Cons: The RFP process requires more Town/Airport resources and staff time to prepare and implement a competitive bid process. This process takes time and creates a complex transition from the current situation to the totally new agreement approach. Although the management entity would hire an on-site manager along with several FBO employees, the controlling entity could be located out-of-state by individuals who do not understand the local marketplace or the complex nature of EIK and its airport/airpark management issues. There are a limited number of companies that would be experienced and qualified to provide both airport management and FBO operations, as well as the diversity of FBO operations to financially survive in a market like Erie with the current level of fuel sales. Moreover, there may be a limited number of entities in general that have an interest in EIK given the current size and operational activity levels. If the Town were to choose the sole-source approach, it could receive negative feedback from other companies that may have chosen to compete for this opportunity, as well as leverage in negotiating the terms of the ultimate agreements.

Risks: This scenario could lead to service impacts, particularly to the airpark tenants who would not likely respond favorably to having an unknown entity managing the airfield and FBO. This scenario could also take the current Airport Manager out of all operational activities on the field related to both FBO and airport management unless *Vector Air* was the

successful respondent. This will likely not be well-received by the tenants on the field. This scenario would also impact the way the terminal/hangar complex is accounted for and likely mean higher costs of operation for *Vector Air*. With the introduction of a new entity, the future relationship with the Town and future service levels are always in question and at the whim of the management entity and its own priorities. If the entity has other operations, EIK may not be their highest priority and may not get the attention it needs because other proprietary locations within the organization needing additional resources and marketing support. Should the Town choose the sole-source approach, it could impact the Town's reputation for allowing competition which could limit future competitors from submitting proposals.

Rewards: The Town would have a more hands-free operation of the Airport and FBO because of the total control by a single entity. This RFP process is also less likely to create any political impacts such as FAA issues, or discrimination, but at an unknown cost.

8.2 CONCLUSIONS AND RECOMMENDATIONS

Based on our review of the four scenarios, while all four could technically work, it is our opinion that the Town/Airport has three realistically viable options for moving forward. Each has pros and cons and have potential depending on the long-term strategy of the Town. As noted, the original four options evaluated include (1) direct renegotiation with the current operator for continued management of the Airport and operation of the FBO with new, negotiated terms and conditions; (2) the Town hires an Airport Manager and associated staff and FBO operations and control would be leased/contracted to a separate entity; (3) the Town would engage a contract airport management company and then contract/lease FBO operations under a separate contract; and finally (4) the Town issues a contract to a single entity to manage the airport and operate the FBO, although under separate agreements.

Option 1 is clearly not a viable approach because neither party appears to be willing to continue forward under the arrangement without significant modifications to the agreements or agreements in terms of financial terms and responsibilities.

This leaves the three more likely options for the Town/Airport, including 2) hiring an Airport Manager and associated staff with a separate FBO agreement, 3) contract with an airport management company, as well as with a separate FBO entity or 4) Town issues a contract to a single entity to manage the airport and operate the FBO under separate agreements. Each of these options has good potential for the future at EIK, but with various caveats.

Option 2 reflects a Town-employed Airport Manager and staff would give the Town/Airport more direct control but will likely increase the annual cost to the Town because the higher personnel costs, as well as the requirement to incur the responsibility of all airfield maintenance costs. This option anticipates an RFP for a separate FBO entity (although it is possible that the Town could negotiate a financially viable agreement with Vector Air to remain as the FBO at EIK). Option 3 exhibits a scenario with a contract airport management company with a separate FBO operator agreement (again, this could be *Vector Air*). Under both of these scenarios the revenue from fuel sales would be retained by the FBO, but the Town/Airport would retain other revenues but be responsible for airfield maintenance costs and annual fees for the management company. Initial challenges would be the issuance of Requests for Proposals and the associated transition challenges once entities are selected and agreements are negotiated, as well as a possible lengthy or unfruitful recruitment for a Town-employed Airport Manager. Option 4 is a viable approach; however, because the availability of experienced and qualified companies in the region to both manage the airport and FBO is extremely limited (with the exception of the current operator, *Vector Air*), it is also unlikely that the Town would see significant competitive interest in this approach because the activity levels and fuel volumes on the Airport do not support this scenario without an operation offering multiple lines of business and the ability to cross-utilize employees.

Several of the scenarios will work at EIK; however, the Town/Airport must decide what its priorities are and how willing they are to take over services currently provided by *Vector Air*. The Town must also consider how much staff time will be required to implement and manage each option and the associated costs, and which scenario falls within the overall direction of the Town long-term. As noted herein, currently *Vector Air* cross-utilizes five internal personnel to provide mowing, snow removal, and field maintenance. Under most scenarios, this would yield additional

costs to the Town of five part-time employee equivalents, a significant annual expense if they decide to have an internal Airport Manager. (Under contract management, these employees would be incorporated into the monthly management fee.)

Although we believe there is a strong future for the Airport, there is currently not enough activity or fuel volume at EIK to support the investment of time and personnel for certain approaches and no real desire by either to support the status quo of Option 1 without significant modifications to the current agreement and fee structure. Options that separate the management of the airport from the FBO operations are valid, with the final choice dependent on the long-term vision of the Town.

It should be noted that under any of the options, with the exception of the Town choosing to exercise its sole-source policy, it would require one or more Requests for Proposals (RFP). The Town should anticipate not less than 6 months to complete the process from development of the RFP, solicitation of the RFP, on-site meetings with potential respondents, question and answer procedures, time for respondents to prepare proposals, review and selection by the Town, contract and/or lease negotiations, and transition to new operators (if necessary). In addition, should the Town choose to recruit a Town-employed Airport Manager it should expect a similar timeframe to an RFP process for recruitment, which may require the assistance of a national-level recruiting firm. As such, short-term interim agreements with Vector Air for both continued airport management and FBO services may be necessary depending upon the ultimate decisions and direction of the Town.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-519, **Version:** 1

SUBJECT: General Business

Public Hearing: Presentation of the 2024 Budget

DEPARTMENT: Finance Department

PRESENTER: Cassie Bethune, Finance Manager
Victoria Runkle, Interim Finance Director
Melissa Wiley, Deputy Town Administrator
Malcolm Fleming, Town Administrator

TIME ESTIMATE: 90 minutes

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The budget provides funding for all Town of Erie programs, services, capital projects and initiatives in 2024. The budget reflects revenue in all funds totaling \$116.3 million, and expenditures in all funds totaling \$141.8 million.

For the General Fund, the recommended 2024 budget reflects revenue of \$54.1 million and expenditures of \$64.0 million, including \$13.5 million for capital projects. The difference between revenue and expenditures will be covered by fund balance and reflects capital project rollovers (multi-year capital projects) and planned use of fund reserves. As a result, staff projects the General Fund will end 2024 with a "spendable fund balance" of approximately \$16.9 million, which represents 34% of total personnel & operating expenditures (excluding capital and debt service expenditures) at the end of 2024. With the assumption of a 5% turnback of \$2.4 million, the total Fund Balance as a Percent of Operating Expenditures will be 39%, and this is 14% above the recommended goal of 25%.

Town Code specifies the Town Administrator shall cause a proposed budget to be prepared and submitted to the Board of Trustees annually and be responsible for the administration of the budget after its adoption. Through this agenda item, staff submits the proposed 2024 Budget to the Board and requests a Public Hearing on the proposed budget.

Budget Review and Adoption Schedule

On Oct. 3, 2023, Town staff provided an overview of the proposed 2024 Budget including Budget Priorities, General Fund Summary, Revenue Projections, Operating Expenditures, Personnel &

Position Requests, Department Budget Presentations, and a high-level summary of Capital Expenditures.

On Oct. 17, staff provided a more detailed review of proposed capital projects for 2024. At that meeting staff proposed the Town adopt a new Reserve Policy. In 2010 the Board adopted an ordinance that included "Stabilization Reserve" of an additional \$7.5 million. Staff's recommendation is to eliminate this additional reserve, and have reserves as of follows:

TABOR	3%	\$2,333,000
Stabilization	12%	\$4,900,000
Emergency	10%	\$5,900,000
Total	25%	\$13,130,000

Staff then identified a list of one-time projects that were not able to be funded without drawing on a portion of the \$7.5 million Stabilization Reserve. These projects are:

- \$700K - Street Maintenance (Current \$3.8M vs Requested \$4.5M)
- \$1.3M - Makerspace
- \$114K - Erie Community Center Improvements
- \$1M - Affordable Housing Property Acquisition
- \$650K - Facilities Master Plan Implementation
- \$500K - Bus Stop Construction
- \$300K - Traffic Mitigation
- \$820K - LAWSC Additional Space & Security Measures (currently postponed to 2025)

After discussion on October 17, the Board of Trustees also used Balancing Act[®] to select their priorities. Based on that, and more discussion of the priority of maintaining Town facilities, staff recommends the following capital projects be funded from the \$7.5 million:

- \$700K - Street Maintenance (Current \$3.8M vs Requested \$4.5M)
- \$1.3M - Makerspace
- \$1M - Affordable Housing Property Acquisition
- \$114K - Erie Community Center Improvements

for a total of \$3.1 million. The balance of the \$7.5 million (\$4.4 million) rolls into the "surplus/shortage" in the table below as illustrated \$4.6 million. This amount represents the dollar amount in excess of the proposed 25% reserve requirement.

The forecast reflecting the recommended one-time expenditures from the \$7.5 million, and the balance in the "surplus/shortage" line.

	2020 Act	2021 Act	2022 Act	2023 (2nd S)	2024 Forec	2025 Forec	2026 Forec	2027 Forec
Revenues	34,350,504	34,766,384	34,477,975	50,671,851	54,085,806	59,520,730	62,344,090	65,036,111
Debt	1,494,563	1,488,705	1,518,305	1,489,413	1,490,013	1,488,813	1,492,813	1,015,613
Operating Expenditures	2,002,892	2,353,650	2,033,381	49,064,818	48,998,695	49,954,902	53,313,754	57,810,511
Capital	3,249,530	4,951,753	3,883,991	21,244,495	13,517,645	9,638,101	8,910,977	7,679,311
Total Expenditures	26,746,991	21,794,108	435,677	69,345,485	61,556,418	58,584,071	61,051,856	63,615,335
Beginning FB	30,136,806	7,740,318	7,712,594	48,754,892	30,081,259	22,610,647	23,547,306	24,839,540
Ending FB	3,740,318	7,712,594	8,754,892	30,081,259	22,610,647	23,547,306	24,839,540	26,260,984
Nonspendable				5,741,160	5,738,019	5,783,439	5,942,984	6,156,511
Ending Spendable FB	29,013,050	190,862	9,019,318	21,840,076	16,872,628	17,763,868	18,896,556	20,104,473
Minimum FB	13,000,723	755,072	633,345	19,766,204	12,249,674	12,488,725	13,328,438	14,452,711
Surplus/Shortage	16,012,327	1,057,810	2,386,019	773,874	2,073,872	4,622,954	5,275,142	5,568,118
5% Operating Turnback	0	0	0	(2,453,241)	(2,449,935)	(2,497,745)	(2,665,688)	(2,890,511)
FB as % of Op Expenditures	7%	15%	10%	50%	39%	41%	40%	40%

These Forecast numbers do not include TABOR reserves. It does include the 5% turnback.

October 24, 2024 will be the first public hearing on the budget. After this public hearing, staff will incorporate any changes the Board wants to see in the proposed budget. Then, in a second Public Hearing on Nov. 14, staff will present the final proposed budget for adoption by the Board.

The attached budget reflects projections of revenues and expenditures based on the latest actual numbers in each category, the preliminary assessed property valuations recently received from Boulder and Weld counties, and the Board direction given during earlier study sessions. The attached budget overview and schedules provide a narrative overview of the budget, a summary of changes in fund balance/working capital in all funds, and summary and detailed budget schedules.

Board Priority(s) Addressed:

- ✓ Managing Growth
- ✓ Fiscal Responsibility
- ✓ Protect Natural Resources
- ✓ Environmental Quality/Safety
- ✓ Maintain Small Town Feel
- ✓ Prosperous Economy
- ✓ Attractive Community
- ✓ Infrastructure Maintenance
- ✓ Increased Public Transit
- ✓ More Recreation Amenities
- ✓ Prioritize Public Safety
- ✓ Diverse Communities
- ✓ Arts, Culture & Entertainment
- ✓ Effective Governance

File #: 23-519, **Version:** 1

ATTACHMENTS:

1. 2024 Proposed Budget Memo
2. 2024 Budget Presentation



**TOWN OF ERIE
MEMORANDUM**

TO: Board of Trustees
Copy: Town Clerk's Office
FROM: Cassie Bethune, Finance Manager
Victoria Runkle, Interim Finance Director
Melissa Wiley, Deputy Town Administrator
Malcolm Fleming, Town Administrator
DATE: Oct. 24, 2023
SUBJECT: 2024 Recommended Town Budget

We are pleased to present for your consideration the Recommended 2024 Budget. As you know, the Town of Erie's budget is the most significant policy considered by the Board of Trustees each year; it establishes the Town's priorities and provides funding to achieve those priorities.

This memo outlines the significant changes between the 2023 Amended Budget and the 2024 Recommended Budget. Although some data is presented as the total of all funds, each fund is independent of the other funds. 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.

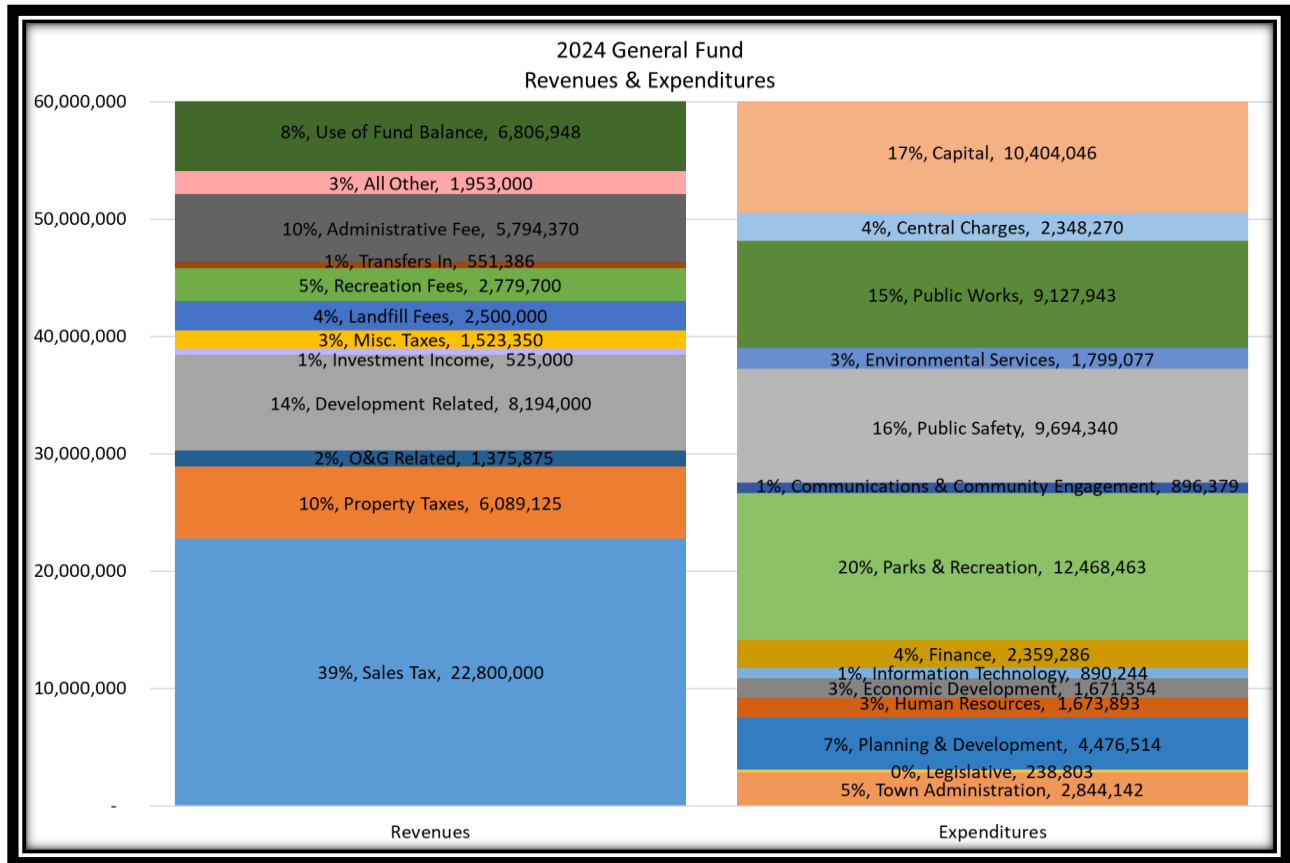
Fund Recap

The following table provides a summary of beginning and ending fund balance/working capital by fund and changes therein. Totals are for presentation purposes only as each fund must stand on its own. Comments on individual funds will be discussed in the subsequent section of this memo.

2024 Budget	Beginning Balance	Revenues	Expenditures	Net Increase/Decrease	Restricted	Ending Balance
General Fund - 100	30,081,859	54,085,806	64,006,354	(9,920,548)	(5,738,019)	14,423,292
Grants Fund - 205	5,264,266	1,287,043	5,867,043	(4,580,000)		684,266
Trails & Natural Areas Fund - 210	1,943,240	3,079,000	4,916,340	(1,837,340)		105,900
Conservation Trust Fund - 220	665,567		168,750	(168,750)		496,817
Cemetery Fund - 280	330,838	-	-	-		330,838
Total Special Revenue Funds	8,203,911	4,366,043	10,952,133	(6,586,090)		1,617,821
Transportation Impact Fund - 300	7,689,157	4,065,740	1,084,274	2,981,466		10,670,623
Public Facilities Impact Fund - 310	(1,616,064)	2,615,920	250,000	2,365,920		749,856
Parks Improvement Impact Fund - 320	9,405,791	1,650,940	9,345,000	(7,694,060)		1,711,731
Police Facilities Impact Fund - 325	315,839	454,100	454,100	-		315,839
Tree Impact Fund - 330	900,859	201,000	134,000	67,000		967,859
Storm Drainage Impact Fund - 340	7,529,853	1,111,628	1,440,000	(328,372)		7,201,481
Fleet & Equipment Acquisiton Fund - 400	1,275,319	1,045,449	1,045,449	-		1,275,319
Total Capital Funds	25,500,754	11,144,777	13,752,823	(2,608,046)		22,892,708
Water Fund - 500	8,930,284	31,285,800	26,010,865	5,274,935		14,205,219
Wastewater Fund - 510	20,299,553	12,124,000	21,618,270	(9,494,270)		10,805,283
Storm Drainage Operating Fund - 520	(2,045,447)	1,959,809	4,076,625	(2,116,816)		(4,162,263)
Airport Fund - 530	53,755	1,340,543	1,382,895	(42,352)		11,403
Total Enterprise Funds	27,238,145	46,710,152	53,088,655	(6,378,503)		20,859,642
Totals (for memorandum purposes only)	91,024,669	116,306,778	141,799,965	(25,493,187)	(5,738,019)	59,793,463

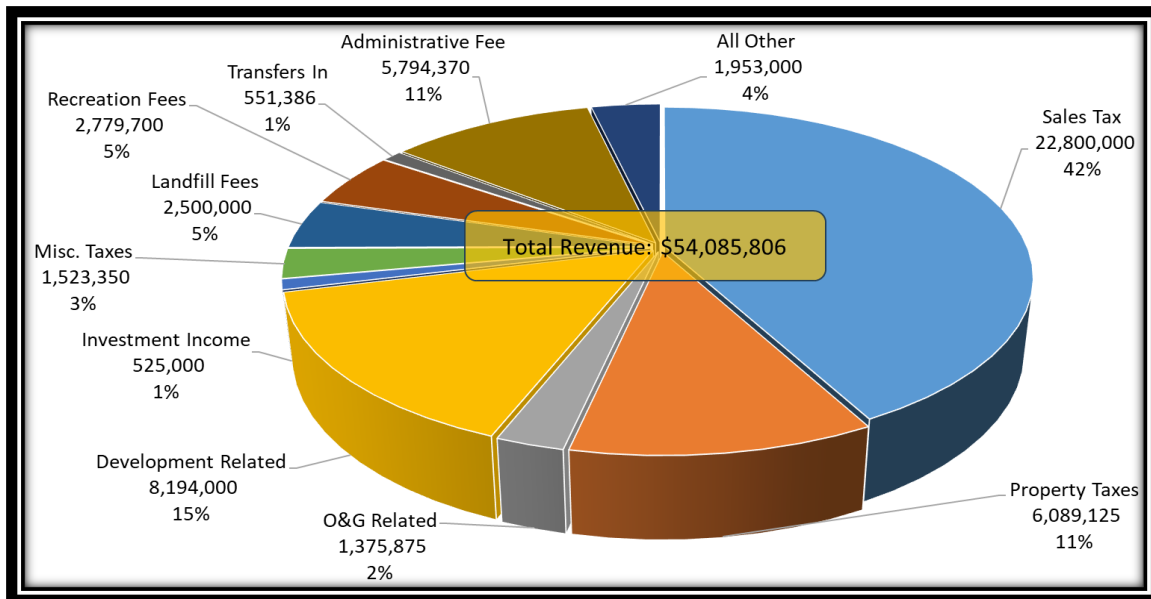
The General Fund

The General Fund 2024 Recommended Budget reflects a balanced budget with the use of \$6.8 million reserves to help fund over \$10 million in capital projects.



Revenues & Transfers from Other Funds:

Total General Fund revenues including transfers-in for 2024 total \$54.1 million, up \$3.4 million or 7% compared to 2023. This is primarily due to increased sales tax, which accounts for \$2 million of the change. Across all funds, revenues are projected to be \$116.3 million. The relative amounts by revenue source in the General Fund for 2024 can be seen in the following chart:



As can be seen from the chart above, taxes - sales, property, and miscellaneous taxes - account for 56% of General fund revenues in 2024. (**Note:** Property taxes as reflected in the various charts do not include property taxes related to oil and gas activities, which are reflected in "O&G-related" revenues and discussed below.) The next biggest category of revenues for 2024 is development-related revenues at 15% of revenues.

Transfers from Other Funds:

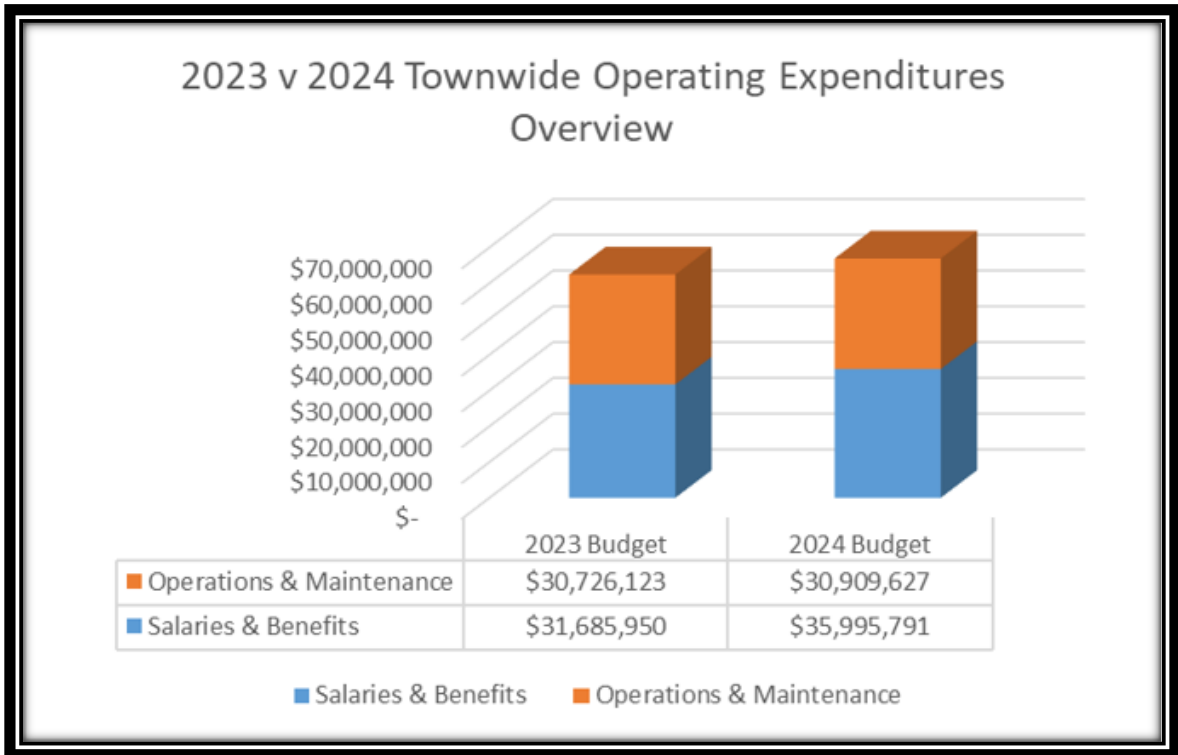
Staff projects \$551,000 transfer from other funds to the General Fund in 2024. This includes a \$439,000 transfer from the Trails and Natural Areas Fund to the General Fund to support trail and open space maintenance and a \$112,000 transfer from the URA fund to cover the cost of the new URA Accountant position.

Expenditures & Transfers to Other Funds:

Total expenditures across all funds for 2024 are projected to increase from the 2023 adopted budget by \$21 million from \$117 million to \$141.8 million.

Personnel and Operating Expenditures:

Town-wide Operating Expenditures (personnel and operations) have increased from 2023 from \$62.4 million to \$66.9 million, a change of 7%. This change is mostly the result of requesting 17 new positions (detailed below), which will add \$963,083 to the General Fund and \$611,505 to other funds, as well as the increases due to reclassifications, regrades, and the Town's market study, which will add \$1.8 million to the budget.



The new positions are the following:

1. **Patrol Officer (Public Safety)** - As the Town grows and expands, Public Safety needs to keep pace. The Department currently has 46 sworn and 10 non-sworn staff. This new position would increase the sworn staff to 47. The Patrol Officer will conduct general public safety officer duties to help serve and protect the community. The position will cost the General Fund \$114,588 in 2024.

2. **Traffic Officer (Public Safety)** - As the Town grows and expands, the magnitude of streets has increased and traffic issues need more focused attention. This new position, in addition to the Patrol Officer above, would increase the number of sworn staff to 48. The Traffic Officer will conduct general traffic officer duties to help serve and protect the community. The position will cost the General Fund \$114,588 in 2024.

3. **Recreation Specialist – Guest Services (Parks and Recreation)** – As Erie continues to expand, more and more people use the Erie Community Center each year, increasing demands on staff. To keep up with the demands of a high traffic facility, the Parks and Recreation Department need an additional staff member in Guest Services. This position interacts with all parts of Recreation including drop-in activities, ECC memberships and registrations, and management of activities and rentals. Between the months of January – May 2023 participation levels increased 34% compared to January – May 2022. This position is vital to maintaining the level of service to the community while supporting the front line and full time Guest Service staff. The position will cost the General Fund \$62,207 in 2024.

4. **Fleet Technician (Public Works)** – The Fleet Division currently maintains 186 Fleet Units including vehicles and equipment with a supervisor and two mechanics. In 2022 the Division processed over 1,100 work orders with two mechanics and one supervisor. The Fleet Technician would greatly ease the burden on the team and would perform routine maintenance on vehicles and equipment, complete light repairs on Fleet units, and be a point person for materials, deliveries and parts. This position would assist the Fleet Division and help coordinate daily workload including outsourced repairs. This position will cost the General Fund \$77,283 in 2024.
5. **Maintenance Tech II – Streets (Public Works)**- Current projections of growth in the Town require additional staff to meet the needs of the community and support necessary daily maintenance activities. Daily activities will include Asphalt & Concrete Maintenance, Signs Maintenance/Replacement, Traffic Signal/School Zone Speed Awareness Maintenance, Gravel Road Maintenance, completing service orders, trouble shooting and diagnosing issues with Streets related assets and Snow Operations. This position will cost the General Fund \$77,283 in 2024.
6. **Maintenance Tech II – Meters (Public Works)**- Current projections of growth in the Town require additional staff to meet the needs of the community and support necessary daily maintenance activities. Daily activities include installation of new meter requests (residential, commercial and irrigation), replacing old meters as a part of our change out program, completing service orders, reading meters, trouble shooting and diagnosing issues with meter components. This position will cost the Water Fund \$77,283 in 2024.
7. **Maintenance Tech II – Backflow (Public Works)**- Staff requests adding this position to help fill a void due to a coordinator moving into a supervisor role. The Town has over 400 backflow devices that require monitoring and tracking annually, as well as routine testing. Per the State inspection in June 2019, we are reworking the cross connection/backflow prevention program. The Town Attorney is currently reviewing the amendments to the Municipal Code which will define our Industrial Pretreatment Program (IPP) and our Fats, Oils & Grease Policy (FO&G). This employee will manage all three programs, which all require inspections inside businesses and/or multi-family residences. This position will cost the Water Fund \$77,283 in 2024.
8. **2 Maintenance Tech II – Stormwater (Public Works)** - Current projections of growth in the Town require additional staff to meet the needs of the community and support necessary daily maintenance activities in our newly dedicated Stormwater division. One of the requested positions is to backfill for a technician position that moved to a supervisor. These positions will assist in the operations and maintenance of the stormwater system and stormwater rights of ways. Daily activities will include storm sewer inspection (CCTV), cleaning, and vegetation removal. Other duties will include assisting with Distributions and Collections (D&C) operations. All these are

scheduled according to meet the Town's five-year plan. The **two positions** will cost the Storm Drainage Operating Fund \$155,566 in 2024.

9. **Plant Operator II - Wastewater (Public Works)** - Current growth, workload, and staffing projections identify the need to add a Wastewater Operator to continue maintaining daily maintenance and operation activities of the expanded wastewater treatment facility. The additional Operator would help us to better keep up with new and existing duties requiring differing amounts of skill to adequately maintain the wastewater plant facilities and associated equipment to ensure continued long-term effective operations, upkeep, and cleanliness. This position will cost the Wastewater Fund \$77,283 in 2024.
10. **Recruiter (Human Resources)** - Current growth and workload illuminate the need for a Recruiter. The primary focus of the role will be to support the Erie Police Department, but the role will also assist with other recruitment throughout the Town. This position will cost the General Fund \$104,650 in 2024.
11. **Development and URA Analyst (Finance)** - As the Town grows and expands additional staff is needed to handle the workload related to development agreements and Urban Renewal Accounting. The Development and URA Analyst would manage financial data and prepare financial statements such as quarterly and annual reports relating to the Town's numerous Urban Renewal Areas, examine and analyze a company's accounts, ensure compliance with financial reporting, track and monitor TIF revenue disbursements, and monitor, evaluate, and oversee development and land use projects. This position will cost the Urban Renewal Fund \$112,546 in 2024.
12. **Capital Improvements Analyst (Finance)** - As the Town grows and expands additional staff is needed to handle the workload surrounding planning and implementing capital projects. The Capital Improvements Analyst will prepare and maintain the Capital Improvements 5-year plan and report on progress quarterly. This position will also develop investment plans that meet the needs of various Funds and project managers. The role will also assist in asset management, analyze the financial impact of capital projects, and provide recommendations to effectively manage capital projects. This position will cost the General Fund \$112,546 in 2024.
13. **Utility Billing Supervisor (Finance)** - As the Town grows and expands additional staff is needed to maintain the level of service to the community while also supporting customer facing staff. The Utility Billing Supervisor plays a crucial role in ensuring accurate and efficient billing processes for utility services. By managing a team, overseeing compliance, interacting with customers, and implementing process improvements, the supervisor will contribute to the Town's financial stability and customer satisfaction. As the organization becomes more electronic, the Town needs a lead on cash issues working with Accounting and the Bank on issues, particularly as the Town transitions to a lockbox format and other modern changes. Currently the UB function takes more time from the Accounting Manager, and not enough high-

level accounting work can be accomplished by that team as it attempts to manage the UB function. This position will be supported equally through cost allocations to the Water Fund, Wastewater Fund, and Storm Operating Fund. The position will cost each fund \$37,515 in 2024.

14. **Senior Planner (Planning & Development)** - The Senior Strategic Planner is the lead planner for all strategic and long-range planning activities including review and coordination of all policy planning efforts and implementation. The position requires independent judgment and initiative in performing complex research and analysis on planning, design, and development issues. The individual also interacts with the public, landowners, developers, outside agencies, staff, Planning Commission, Advisory Boards, and the Board of Trustees to assist in understanding and advising in the use of the Comprehensive Plan, Unified Development Code, Design Guidelines, neighborhood plans and other plans and studies. The position will cost the General Fund \$120,988 in 2024.

15. **Recreation Supervisor – Cultural Arts (Parks & Recreation)** – The 2023 Community Survey showed that 87% of respondents strongly or somewhat support developing a performing/cultural arts center, and 59% said they would support a tax/bond measure to fund such a facility. This position will provided dedicated resources to help coordinate the effort to construct the performing/cultural arts center and fulfill the interests of Town residents. The position will cost the General Fund \$120,988 in 2024.

16. **Records Technician (Town Administration)** - The Town has grown exponentially and so has the record-keeping required to adhere to legal and statutory requirements. Current staff can only keep up with the daily incoming records; having a dedicated records technician will provide the capacity to ensure records are properly collected, catalogued, maintained, and ensure compliance with retention policies. In addition, this position will also be able to review and archive historical records of the Town - ensuring their preservation for the future. Staff intends this position begin at the technician level and as Town records become more centralized the position be reclassified through the Coordinator level and eventually to a Records Manager position. This would take place over 2-4 years. The position will cost the General fund \$57,962 in 2024.

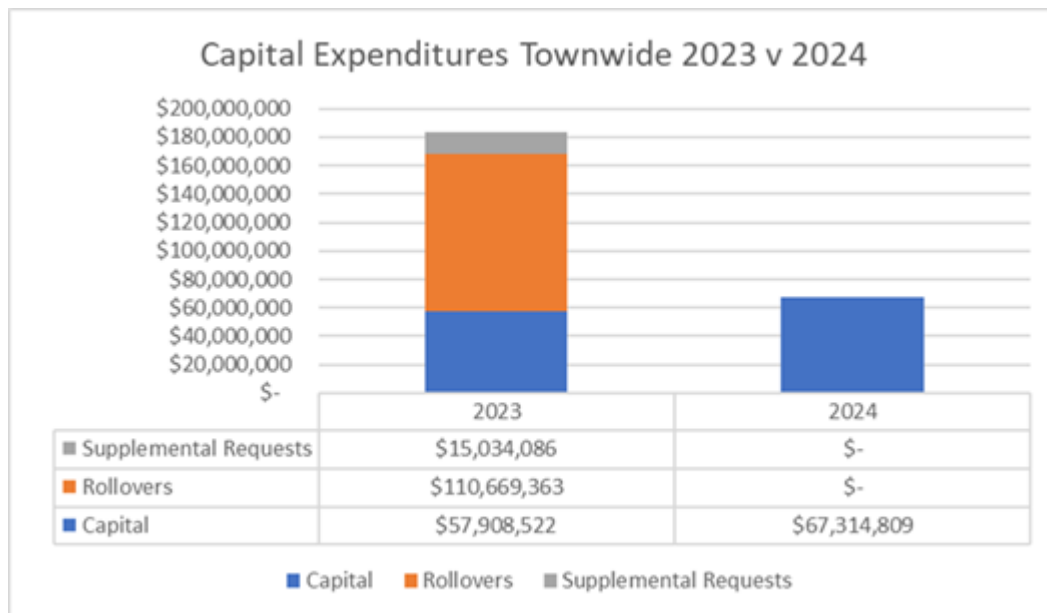
The remaining significant changes in all funds for Operating Expenditures are as follows:

- Legal Services in the General Fund are increasing from \$507,500 in 2023 to \$570,500 in 2024, an increase of \$63,000, mainly as the result of increased Town Attorney fees and Special Counsel fees for Oil & Gas related legal work.
- Assessment Fees have increased by about \$50,000 mainly as the result of increased costs in the Windy Gap project (Windy Gap Carriage, Pumping, and Assessment) and CBT Shares.

- Computer application subscription costs have increased in the General Fund by about \$300,000 from 2023 to 2024, largely due to Paycom (and Paycom Learning) charges increasing by about \$80,000 due to the increased numbers in employees in the Town, as well as monthly janitorial services in Town Hall, LAWSC, and the Erie Community Center increasing by about \$60,000.

Capital Expenditures and transfers out:

From the 2023 adopted budget to 2024 budget, capital expenditures increased by \$6.1 million from \$58 million in the 2023 adopted budget to \$67.3 million in 2024 (not including rollovers and 1st/2nd supplemental requests, as shown below):



Major requests/changes (over \$1 million) are as follows:

General Fund:

- **Street Maintenance Projects**—\$4.5 million—combined two previously separate projects—Street Overlays and Street Reconstruction. There are 138.5 miles of streets in Erie, with 15 of those miles having aged past their remaining service life of 15 years. These streets include County Line Road, Erie Parkway, Cheesman Street, Vista Parkway, Holbrook Street, and Briggs Street. In 2019, the Town spent \$2 million on street overlay and reconstruction projects. Following the 2020 Street Improvement Project, the annual cost of street maintenance ranged from \$3-\$4 million. Town staff identify areas needing maintenance treatments by using the pavement management software to apply surface treatments or reconstruction of various areas of streets. This approach will keep the Town on track for street overlay and reconstruction work in 2024.
- **Street Lights** – \$2.6 million — This is the cost to acquire the streetlights from Xcel and United Power, replace the luminaires with LED lights to increase quality

of streetlight in the Town, reduce GHG emissions associated with electricity generation, and to lock in long-term energy savings. The energy savings will totally offset the cost of acquiring, retrofiting, maintaining and operating the streetlights with LEDs in about 13 years. After that, the savings will accrue annually for the remaining portion of the 20+ year life of the lights.

Grants Fund:

- **\$4.6 million in ARPA Grants Funded Projects**—furthering construction and contributing additional resources on the 765 Cheesman St Property and continuing to progress with Affordable Housing Land/Property Acquisition in Old Town.

Trails & Natural Areas Fund:

- **Schofield Farms** – \$1.1 million — The Schofield Farm and Open Space Master Plan will provide a phasing plan for the development of the 75 acres of property owned by the Town of Erie. This property includes 35 acres of Erie Lake and 40 acres of the Schofield Farm. The Schofield Farm and Open Space is comprised of the Erie Lake open space area and trails, the Schofield homestead including the original house, outbuildings, and agricultural hay fields, and the recently acquired property along the northwest part of the property. To identify and develop this open space and homestead site, the Master Plan will review the recreational, educational, cultural, agricultural, and historic opportunities of the site. The result will be a framework from which to develop the site into a unique cultural and recreational resource for the benefit of the residents of the Town and nearby communities.
- **Trail Connector** — \$3.1 million— Includes trail rehabilitation projects and new trail connectors and trailheads.

Impact Funds:

Parks Improvement Impact Fund:

- **Schofield Farm** – \$9.3 million—Description above in Trails & Natural Areas Fund.

Storm Drainage Impact Fund:

- **Briggs Alleyway Storm Water Improvements**— \$1.4 million—Address deficiencies in existing storm water drainage system in alleyways of 500 and 600 blocks of Briggs Street and build new storm drainage improvements to support development and redevelopment in Downtown Erie.

Enterprise Funds:

Water Fund:

- **Windy Gap Firming Project**—\$2.1 million—Per the estimated/forecasted assessments from the Aug. 1, 2023 Participant Committee Meeting for the Windy Gap Firming Project, Erie's contribution/portion will be \$2.1 million.
- **NISP**—\$4.9 million— Erie's participation with other entities to develop additional water supplies. This project is managed by Northern Colorado Water Conservancy District. Securing new water shares to meet future demands.
- **New Water Treatment Facility** – \$2.2 million— Design and construct a new water treatment facility north of SH52. Conceptual Design started in 2023 with the estimated preliminary and final design completed in 2024. Construction will occur in 2025 with expected in-service starting late 2026-early 2027.
- **Zone 3 WCR7 Waterline Improvements** – \$2 million

Wastewater Fund:

- **Solar at North Water Reclamation Facility** – \$4 million
- **North Water Reclamation Facility Improvements** – \$3.5 million— Plant upgrades listed in the Wastewater Master Plan include: Redundant Bar Screen, New Blower #5, Effluent Flow Meter and Sampling Station, Headworks Building Conduit Seal-off.
- **North Side Interceptor Weld County Road 7 to I-25** – \$2.7 million— required to meet flow increases due to planned developments, in accordance with the Wastewater Collection System Master Plan.
- **North Side I-25 Interceptor Extension** – \$1.7 million— required to meet flow increases due to planned developments, in accordance with the Wastewater Collection System Master Plan.

Storm Drainage Operating Fund:

- **Drainage Facility Maintenance and Repair** – \$1 million— Drainage facilities require periodic repair and major maintenance to ensure the facility is operating properly. Projects will be identified during the routine maintenance and inspections of drainage facilities. Drainage facilities include ponds, channels, pipes, inlets, and other facilities used to convey stormwater.
- **Coal Creek Reach 2 and 4** – \$1 million—Due to development, the flows in Coal Creek have increased and are experiencing erosion and capacity issues.

By improving the capacity and alignment of Coal Creek, the safety and water quality in Erie will be improved and Coal Creek will become an amenity. Land acquisition is anticipated. A conceptual design was completed for this section as part of a project from the levee to Kenosha Road. In July of 2022 a project including Reach 2 and 4 was submitted to FEMA through the State. As of June 2023, the project is still being considered; grant revenue would help offset costs of this project if received.

Airport Fund:

- **West Ramp and TWY Construction** – \$1.4 million—Construction of Apron and Taxiway is expected to be mainly funded by Federal Aviation Administration Entitlements and Colorado Department of Aviation Discretionary funds in the amount of \$1.3M. Airport fund revenue from Fuel Flowage Fees, FBO Fees, and Aviation Gas Taxes would support the remaining \$68K of the project.

General Fund Unfunded Opportunities:

To balance the General Fund budget, staff initially had to cut or postpone some large projects to maintain reserves above the minimum requirement as outlined in the forecast on the following pages. The projects initially removed or reduced from the 2024 budget are listed below. The projects added back in based on the Board’s October 17 direction to update the reserve policies are listed in bold.

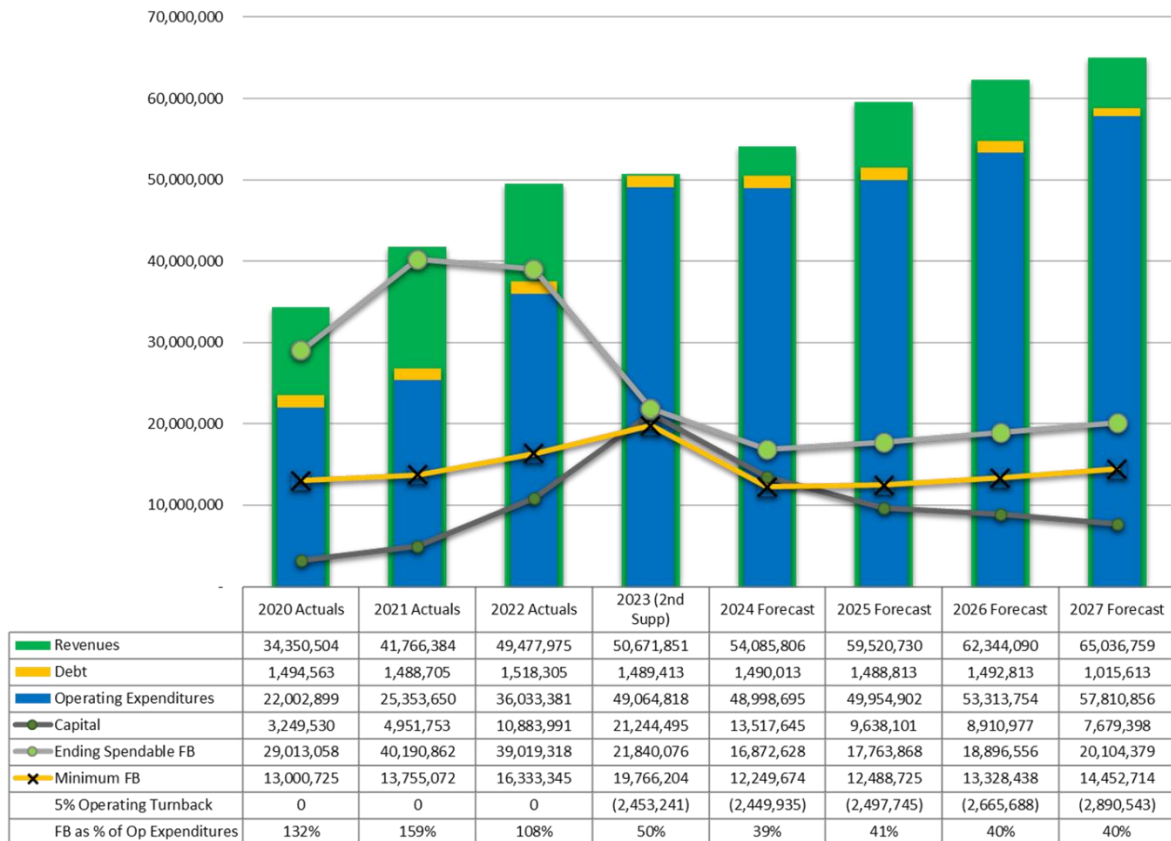
- **\$700,000 – Street Maintenance (Initial budget \$3.8M vs Proposed \$4.5M)**
- **\$1.3 million – Makerspace**
- **\$1.0 million – Affordable Housing Property Acquisition**
- **\$114,000 – Erie Community Center Improvements**
- \$650,000 – Facilities Master Plan Implementation
- \$500,000 – Bus Stop Construction
- \$300,000 – Traffic Mitigation
- \$820,000 – LAWSC Additional Space & Security Measures (postponed to 2025)

Based on the Board’s discussion and direction during the Oct 17 Board meeting, the proposed budget includes eliminating the \$7.5 million “Stabilization Reserve” and replacing it with a new policy that not only identifies three elements of a reserve, but also includes identified funding for a Capital Improvement Fund that is identified in the Town’s Code 2-11-3 B.

Type of Reserve	Percent	Basis	Amount	Notations
Extraordinary Reserve			(\$7.5 million)	Eliminate this reserve; established in 2010. Allowing some of these monies to be dedicated to community capital investments. Anything not allocation will go to a "capital reserve" in the GF for future needs.
TABOR Reserve	3%	Estimated Revenue	\$2.33 million	This is a conservative estimate based upon the budget year's revenue
Stabilization Reserve	10%	Budget year Operating Expenditures	\$4.9 million	Operating costs, excludes capital budgets
Emergency Reserve	12%	Budget year Operating Expenditures	\$5.9 million	Operating costs, excludes capital budgets
TOTAL	25%		\$13.13 Million	This continues a reserve well within the national best practices. It also does not include any prior year's EOY savings, meaning it will end larger than the goal.

Repealing Resolution 10-40 would free up existing General Fund reserves to cover the cost of the adding back street maintenance, makerspace, affordable housing property acquisition, and ECC improvements, while still maintaining a fund balance of 39% of operating expenditures. This scenario is reflected in the graph below:

The TABOR reserve is excluded in the reserve calculations.



Tabor reserves are not included in the reserve calculations.

The projected ending spendable fund balance in this scenario for 2024 is \$16.8 million, rising to \$20.1 million by the end of 2027. This represents a healthy level of reserves remaining above the new proposed target of 25% of operating expenditures throughout the forecast.

If the Board adopts the new Reserve Policy, after year-end the reserves will be calculated and the difference between the Ending Spendable FB and the Minimum FB would be transferred from the General Fund to the Capital Improvement Fund. Staff projects this will amount to at least \$4.6 million.

Proposal:

If the Board of Trustees adopts the new policy, and based upon the Board’s feedback using Balancing Act[©], staff’s recommendation, which the proposed budget reflects, is to fund the following projects be funded in 2024. This funding is included in all the budget numbers provided this evening.

- \$1.3M – Makerspace
- \$1M – Affordable Housing Property Acquisition
- \$114K – Erie Community Center Improvements
- \$700K – Street Maintenance (Current budget \$3.8M vs Requested \$4.5M)

Conclusion

The budget process is iterative. We realize the final budget ordinance to be adopted on November 14 will, most likely, have changes from the changes in this October 24 Proposed Budget.

Tonight’s objective is to confirm the Board’s direction on the Reserve Policy; and if the outcome of that decision is to use some of the reserves for projects, also confirm the use of funding for the four projects noted. Finally, after considering public comment, staff asks the Board to indicate any additional operating or capital budget changes they want to see in the final budget for adoption on November 14.

We look forward to further discussions.

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:

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.

Grants Fund: Accounts for all general governmental grants (excluding those for the enterprise funds).

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.

Capital Funds – we use various capital funds to account for the acquisition and construction of major capital facilities that are growth-related and funded by impact fees (Impact Funds) and those that are not growth-related and funded primarily by the general fund.

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 like 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.)

2024 1st Public Hearing Budget Presentation

October 24, 2023

Agenda

- Top 5 Community Priorities
- Fund Balance Summary
- 2024 New Positions
- Operating Expenditures 2023 v 2024
- Capital Expenditures 2023 v 2024
- General Fund Forecast
- Reserves

Top 5 Community Priorities



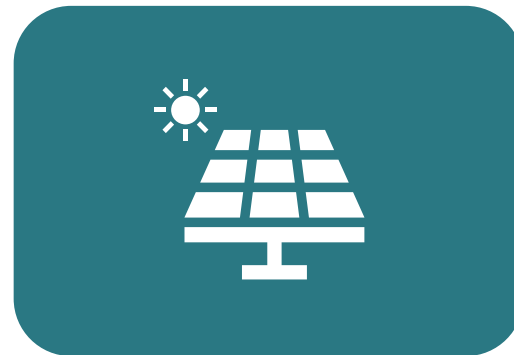
Managing
Growth



Fiscal
Responsibility



Protect Natural
Resources



Environmental
Safety



Prosperous
Economy



Fund Balance Summary

2024 Budget	Beginning Balance	Revenues	Expenditures	Net Increase/Decrease	Restricted	Ending Balance
General Fund - 100	30,081,859	54,085,806	64,006,354	(9,920,548)	(5,738,019)	14,423,292
Grants Fund - 205	5,264,266	1,287,043	5,867,043	(4,580,000)		684,266
Trails & Natural Areas Fund - 210	1,943,240	3,079,000	4,916,340	(1,837,340)		105,900
Conservation Trust Fund - 220	665,567		168,750	(168,750)		496,817
Cemetery Fund - 280	330,838	-	-	-		330,838
Total Special Revenue Funds	8,203,911	4,366,043	10,952,133	(6,586,090)		1,617,821
Transportation Impact Fund - 300	7,689,157	4,065,740	1,084,274	2,981,466		10,670,623
Public Facilities Impact Fund - 310	(1,616,064)	2,615,920	250,000	2,365,920		749,856
Parks Improvement Impact Fund - 320	9,405,791	1,650,940	9,345,000	(7,694,060)		1,711,731
Police Facilities Impact Fund - 325	315,839	454,100	454,100	-		315,839
Tree Impact Fund - 330	900,859	201,000	134,000	67,000		967,859
Storm Drainage Impact Fund - 340	7,529,853	1,111,628	1,440,000	(328,372)		7,201,481
Fleet & Equipment Acquisiton Fund - 400	1,275,319	1,045,449	1,045,449	-		1,275,319
Total Capital Funds	25,500,754	11,144,777	13,752,823	(2,608,046)		22,892,708
Water Fund - 500	8,930,284	31,285,800	26,010,865	5,274,935		14,205,219
Wastewater Fund - 510	20,299,553	12,124,000	21,618,270	(9,494,270)		10,805,283
Storm Drainage Operating Fund - 520	(2,045,447)	1,959,809	4,076,625	(2,116,816)		(4,162,263)
Airport Fund - 530	53,755	1,340,543	1,382,895	(42,352)		11,403
Total Enterprise Funds	27,238,145	46,710,152	53,088,655	(6,378,503)		20,859,642
Totals (for memorandum purposes only)	91,024,669	116,306,778	141,799,965	(25,493,187)	(5,738,019)	59,793,463



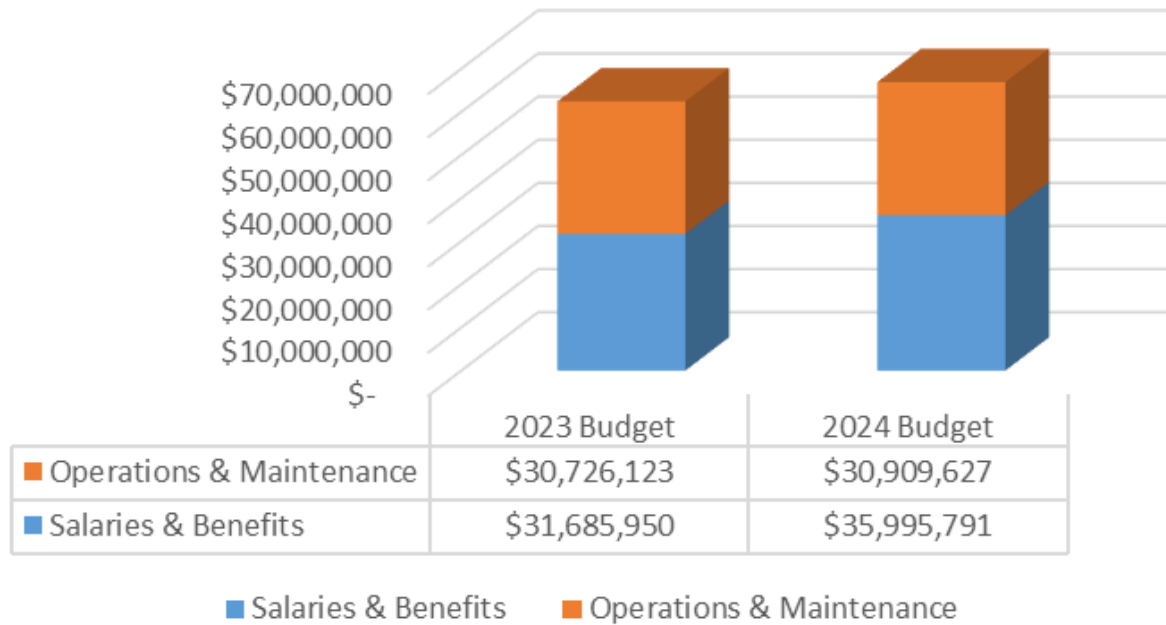
2024 New Positions

New Positions	Fund	Department	Salary	Benefits	Total
Records Technician	100 - General Fund	Town Administration	\$ 45,874	\$ 12,088	\$ 57,962
Recreation Specialist - Guest Services	100 - General Fund	Parks & Recreation	\$ 49,234	\$ 12,973	\$ 62,207
Fleet Technician	100 - General Fund	Public Works	\$ 61,166	\$ 16,117	\$ 77,283
Maintenance Tech II - Streets	100 - General Fund	Public Works	\$ 61,166	\$ 16,117	\$ 77,283
Recruiter	100 - General Fund	Human Resources	\$ 82,825	\$ 21,825	\$ 104,650
Capital Improvements Analyst	100 - General Fund	Finance	\$ 89,075	\$ 23,471	\$ 112,546
Patrol Officer	100 - General Fund	Public Safety	\$ 90,979	\$ 23,609	\$ 114,588
Traffic Officer	100 - General Fund	Public Safety	\$ 90,979	\$ 23,609	\$ 114,588
Senior Planner	100 - General Fund	Planning & Development	\$ 95,756	\$ 25,232	\$ 120,988
Recreation Supervisor - Cultural Arts	100 - General Fund	Parks & Recreation	\$ 95,756	\$ 25,232	\$ 120,988
Maintenance Tech II - Meters	500 - Water Fund	Public Works	\$ 61,166	\$ 16,117	\$ 77,283
Maintenance Tech II - Backflow	500 - Water Fund	Public Works	\$ 61,166	\$ 16,117	\$ 77,283
Plant Operator II - Wastewater	510 - Wastewater Fund	Public Works	\$ 61,166	\$ 16,117	\$ 77,283
Maintenance Tech II - Stormwater	520 - Storm Drainage Operating Fund	Public Works	\$ 61,166	\$ 16,117	\$ 77,283
Maintenance Tech II - Stormwater	520 - Storm Drainage Operating Fund	Public Works	\$ 61,166	\$ 16,117	\$ 77,283
Utility Billing Supervisor	500 - Water Fund, 510 - Wastewater Fund, and 520 - Storm Drainage Operating Fund	Finance	\$ 89,075	\$ 23,471	\$ 112,546
Development & URA Analyst	800 - Urban Renewal Authority	Finance	\$ 89,075	\$ 23,471	\$ 112,546
		100 - General Fund	\$ 762,810	\$ 200,273	\$ 963,083
		500 - Water Fund	\$ 152,023	\$ 40,058	\$ 192,080
		510 - Wastewater Fund	\$ 90,857	\$ 23,941	\$ 114,798
		520 - Storm Operating Drainage Fund	\$ 152,023	\$ 40,058	\$ 192,080
		800 - Urban Renewal Authority Fund	\$ 89,075	\$ 23,471	\$ 112,546
		Total	\$ 1,246,787	\$ 327,800	\$ 1,574,587



Operating Expenditures

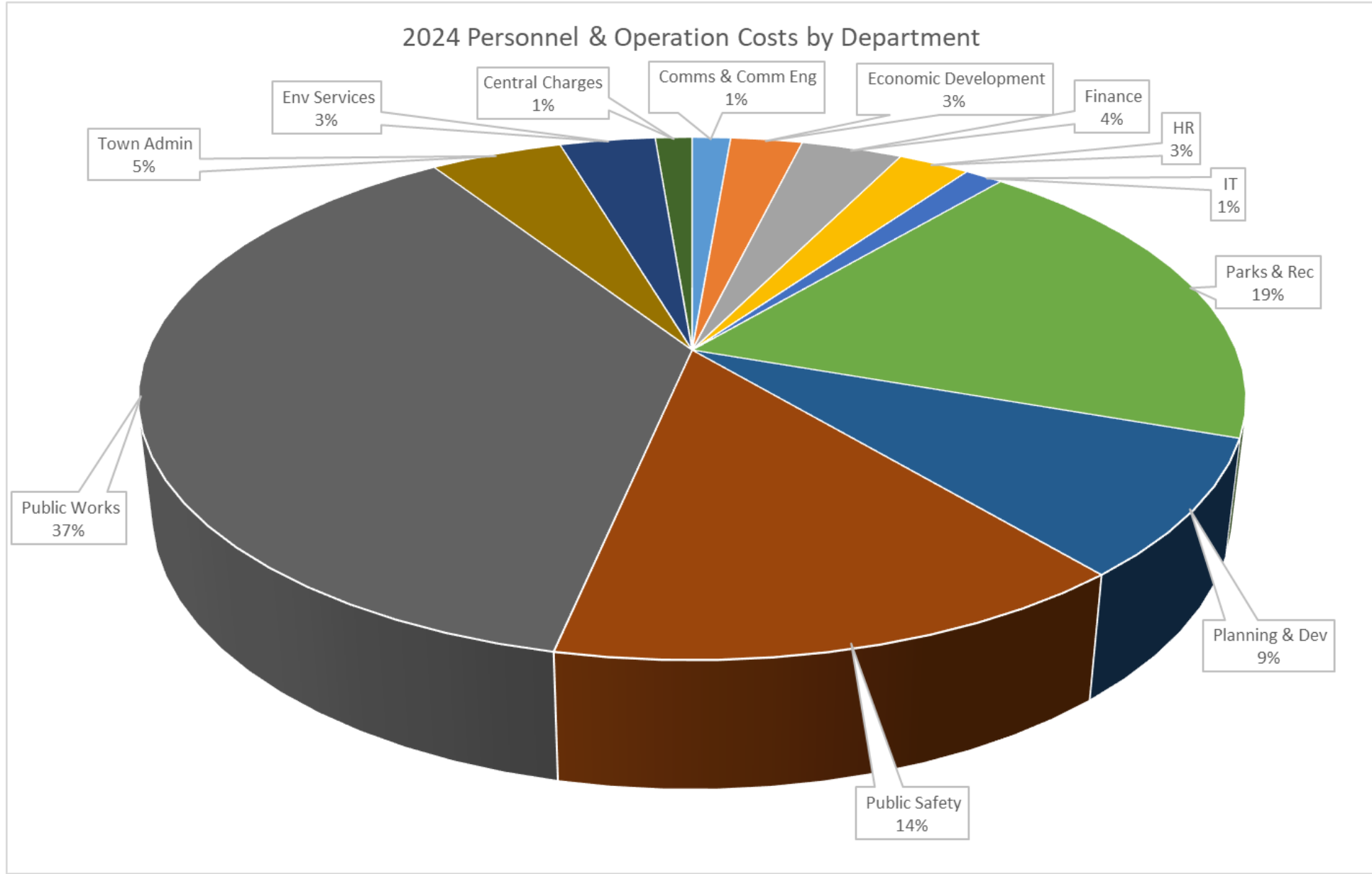
2023 v 2024 Townwide Operating Expenditures Overview



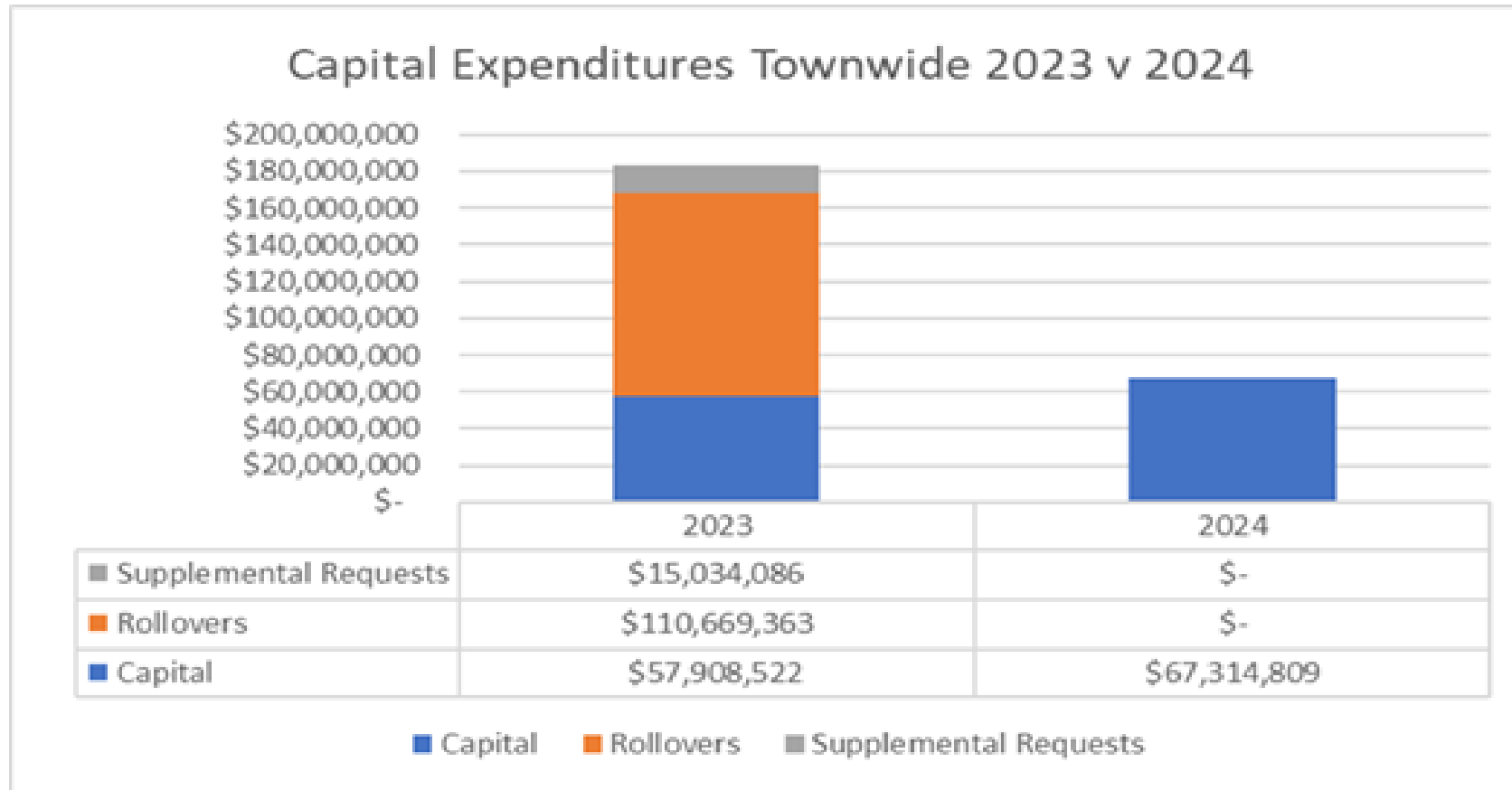
Expenditure Type	2023 Budget	2024 Budget	Change (\$)	Change (%)
Salaries & Benefits	\$ 31,685,950	\$ 35,995,791	\$ 4,309,841	14%
Operations & Maintenance	\$ 30,726,123	\$ 30,909,627	\$ 183,504	1%
Expenditures Total	\$ 62,412,073	\$ 66,905,418	\$ 4,493,345	7%
Positions FT and FTE	303.4	331	27.6	9%
			Adding 17 new FT and 10.6 FTE	



Operating Expenditures



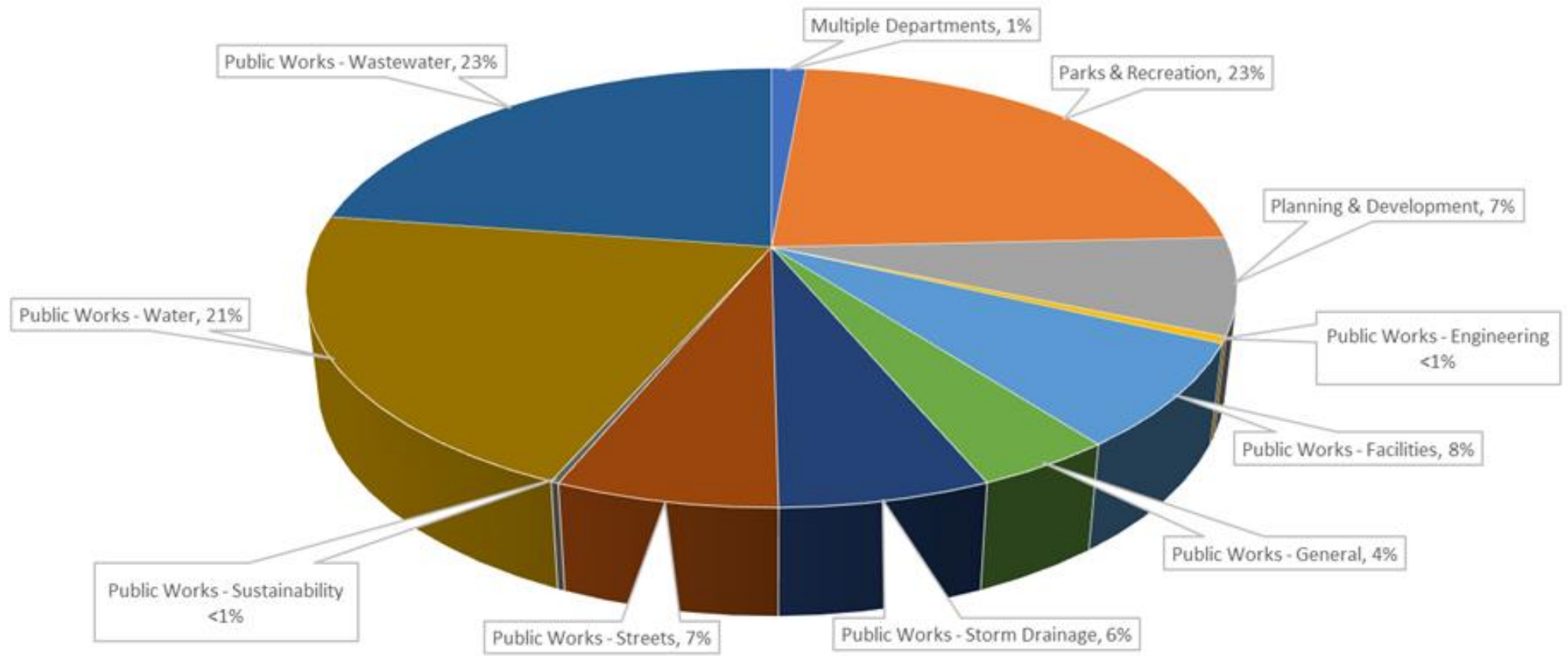
Capital Expenditures





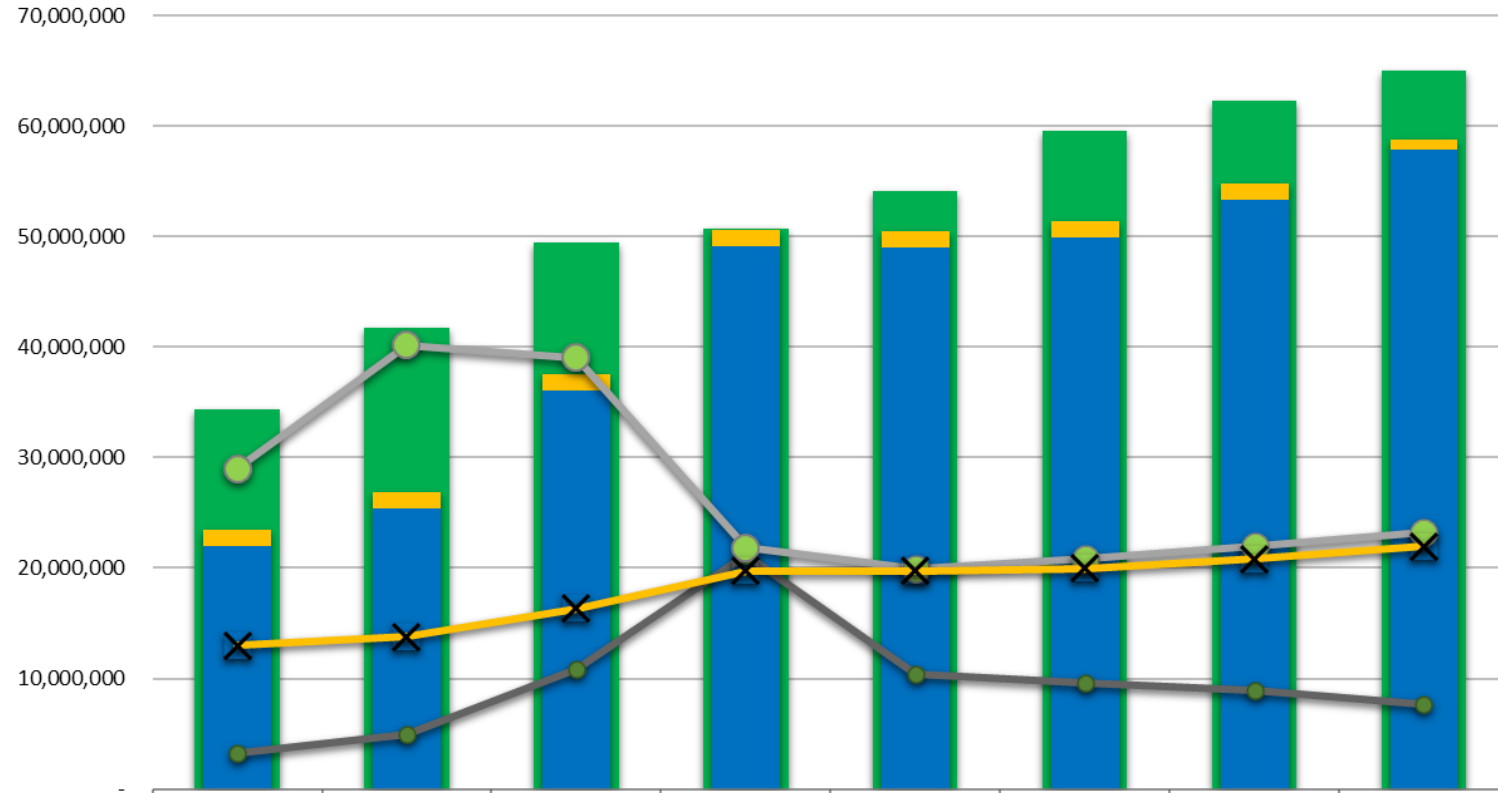
Capital Expenditures

2024 Capital by Department





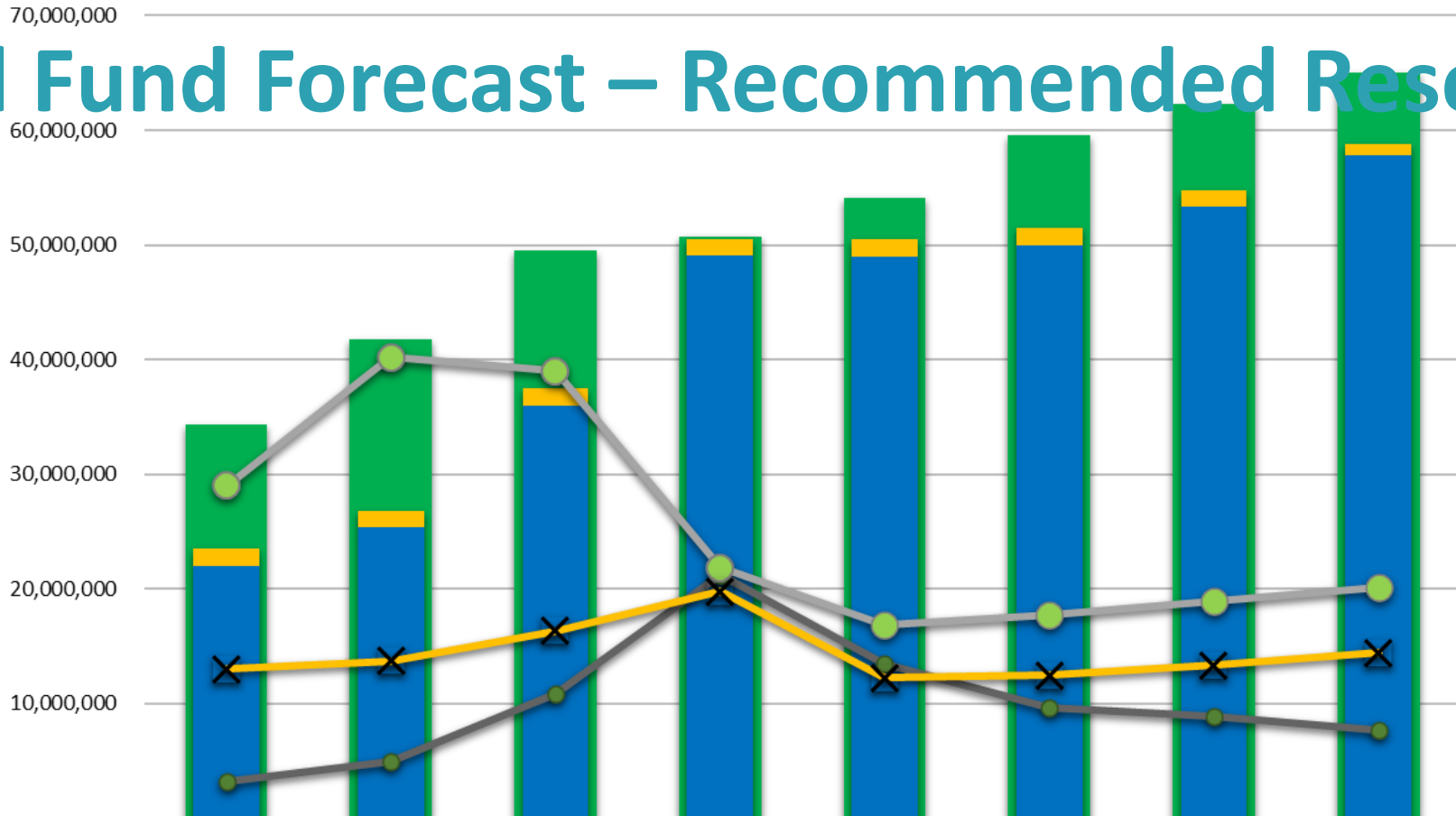
Current General Fund Forecast



	2020 Actuals	2021 Actuals	2022 Actuals	2023 (2nd Supp)	2024 Forecast	2025 Forecast	2026 Forecast	2027 Forecast
Revenues	34,350,504	41,766,384	49,477,975	50,671,851	54,085,806	59,520,730	62,344,090	65,036,759
Debt	1,494,563	1,488,705	1,518,305	1,489,413	1,490,013	1,488,813	1,492,813	1,015,613
Operating Expenditures	22,002,899	25,353,650	36,033,381	49,064,818	48,998,695	49,954,902	53,313,754	57,810,856
Capital	3,249,530	4,951,753	10,883,991	21,243,895	10,404,045	9,638,101	8,910,977	7,679,398
Ending Spendable FB	29,013,058	40,190,862	39,019,318	21,840,076	19,986,828	20,878,068	22,010,756	23,218,579
Minimum FB	13,000,725	13,755,072	16,333,345	19,766,204	19,749,674	19,988,725	20,828,438	21,952,714
5% Operating Turnback	0	0	0	(2,453,241)	(2,449,935)	(2,497,745)	(2,665,688)	(2,890,543)
FB as % of Op Expenditures	132%	159%	108%	45%	41%	42%	41%	40%



General Fund Forecast – Recommended Reserves



	2020 Actuals	2021 Actuals	2022 Actuals	2023 (2nd Supp)	2024 Forecast	2025 Forecast	2026 Forecast	2027 Forecast
Revenues	34,350,504	41,766,384	49,477,975	50,671,851	54,085,806	59,520,730	62,344,090	65,036,759
Debt	1,494,563	1,488,705	1,518,305	1,489,413	1,490,013	1,488,813	1,492,813	1,015,613
Operating Expenditures	22,002,899	25,353,650	36,033,381	49,064,818	48,998,695	49,954,902	53,313,754	57,810,856
Capital	3,249,530	4,951,753	10,883,991	21,244,495	13,517,645	9,638,101	8,910,977	7,679,398
Ending Spendable FB	29,013,058	40,190,862	39,019,318	21,840,076	16,872,628	17,763,868	18,896,556	20,104,379
Minimum FB	13,000,725	13,755,072	16,333,345	19,766,204	12,249,674	12,488,725	13,328,438	14,452,714
5% Operating Turnback	0	0	0	(2,453,241)	(2,449,935)	(2,497,745)	(2,665,688)	(2,890,543)
FB as % of Op Expenditures	132%	159%	108%	50%	39%	41%	40%	40%



Recommendation: Reserve Changes

Type of Reserve	Percent	Basis	Amount	Notations
Extraordinary Reserve			(\$7.5 Million)	Eliminate this Reserve, established in 2010. Allowing some of these monies to be dedicated to community capital investments. Anything not spent will go to a “capital reserve” in the GF for future needs.
TABOR	3%	Estimated Revenue	\$2.33 Million	This is a conservative estimate based upon the budget year’s revenue
Stabilization Reserve	10%	Budget year Operating Expenditures	\$4.9 Million	Operating costs, excludes amounts for capital projects budgeted in the General Fund
Emergency Reserve	12%	Budget year Operating expenditures	\$5.9 Million	Operating costs, excludes capital project budgets in the General Fund
Total	25%		\$13.13 Million	This continues a reserve well within the rating agencies’ and GFOA best practices. It is a quarter of a year’s worth of operating needs, allowing for a “glide path” should the Town need to react to circumstances. It does not include any prior years’ EOY savings.



Questions & Discussion



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-526, **Version:** 1

SUBJECT:

A Resolution of the Board of Trustees of the Town of Erie Repealing Resolution 10-40, the Resolution Establishing the General Fund Stabilization Reserve Account

DEPARTMENT: Administration

PRESENTER: Malcolm Fleming, Town Administrator

TIME ESTIMATE: 10 minutes

POLICY ISSUES:

Repealing Resolution 10-40 will remove the requirement for the Town maintain a General Fund Stabilization Account of \$7.5 million. Instead of maintaining that \$7.5 million separate reserve, staff proposes updating the Town's reserve policy as proposed below and in the attached DRAFT resolution. The policy issues to consider are (1) what is the appropriate level of reserves to maintain the Town's ability to respond effectively when faced with unanticipated economic events or opportunities without maintaining unnecessarily high reserves (which could be better allocated for projects of benefit to the community or reduced through lower levels of taxation), and (2) what is the best structure for the reserve so funding is available when needed and if used it is replenished in a reasonable period of time?

STAFF RECOMMENDATION:

Approve resolution repealing resolution 10-40 dated March 9, 2010

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Staff believes current reserve levels are higher than necessary for responsible fiscal planning. This perspective is informed by a report published this year by the Government Finance Officers Association (GFOA) titled [Should We Rethink Reserves](https://gfoaorg.cdn.prismic.io/gfoaorg/cd9544c4-8db9-49e6-beb1-3c39815fc464_Rethinking+ReservesR2.pdf) [<https://gfoaorg.cdn.prismic.io/gfoaorg/cd9544c4-8db9-49e6-beb1-3c39815fc464_Rethinking+ReservesR2.pdf>](https://gfoaorg.cdn.prismic.io/gfoaorg/cd9544c4-8db9-49e6-beb1-3c39815fc464_Rethinking+ReservesR2.pdf)? This report summarizes GFOA's and various universities' research on new opportunities for local governments to get the best value from their reserve strategies. The report lists four reasons to rethink reserve policies:

First, we live in an increasingly volatile and uncertain world. More uncertainty gives rise to more risk. Reserves are one of the tools used to manage risk, chiefly by "self-insuring" against certain risks. More risk means we need better reserve strategies. Second, the public has lower

trust in government and experts. This means that governments will face more pressure to justify holding reserves and will be less able to appeal to claims of professional expertise as justification. Third, government is becoming more resource constrained, which means that all dollars, including reserves, must be used with increasing savvy. Fourth, technology makes it easier to analyze reserve strategies and optimize the strategy to the conditions faced by each local government.

The GFOA also published a Reserve Calculation Worksheet. This worksheet enables local governments to calculate their relative risk and set reserve ratios to reflect that risk. Staff entered the Town's data on the numerous factors considered by the GFOA-which include likelihood of extreme events, revenue stability, growth, capital projects and other factors-to calculate the Town's relative level of risk and apply the GFOA's guidance on reserve policies based on that risk.

The GFOA Worksheet (attached) suggests the Town has a score of 19, which puts it solidly in the 17-24 range category of "Low to Moderate level of risk". GFOA's guidance on reserves for cities and towns with this level of risk is:

You face a low to moderate level of risk to retain through reserves. Consider adopting a reserve target somewhat higher than the GFOA minimum (e.g. 17-25% of revenues/expenditures). Since risk is low, do not invest excessive analytical effort in determining an exact target amount. Consider a short, informal benchmarking study with peer agencies to provide guidance.

While no two municipalities have the same circumstances, Erie currently has the highest reserve requirements as shown in the table below:

Municipality	Reserve Target	Additional Requirement
Boulder	20%	
Brighton	22 - 27%	
Broomfield	10 - 18%	
Denver	12 - 17%	
Erie	25%	\$7.5 million
Firestone	25%	
Frederick	25% - 50%	
Lafayette	25%	
Longmont	11 - 19%	
Louisville	15%	
Loveland	20%	\$1.5 million
Thornton	17%	
Westminster	15 - 20%	

This review leads staff to recommend repealing the requirement established by Resolution 10-40 (attached) to maintain a separate \$7.5 million Stabilization Reserve, while still maintaining a target reserve requirement of 25% of General Fund operating expenditures. However, staff also believes

the Town should structure the reserves to provide for clear elements within the 25% target. Additionally, staff recommends establishing a designated source of funding for capital improvements, equipment replacement, maintenance needs, and repayment of bonds issues for such purposes.

The Town Code provides guidance on these issues. Erie Municipal Code Section 2-1-3.D.4, specifies the Town of Erie will maintain minimum reserves or fund balances in its General Fund of 25 percent of the current year's budgeted operating expenditures. Additionally, Erie Municipal Code Sections 2-1-3.B.2 and 3 specify the Town will maintain five-year plans for capital improvements and equipment replacement and maintenance needs. Finally, Erie Municipal Code Section 2-11-3.B, provides for a Capital Improvement Fund used solely to provide capital improvements for the Town or for the repayment of bonds issued for such purposes.

Consistent with these policies, and to maintain the Town's ability to respond effectively to emergencies, to continue providing General Fund services during economic downturns, and to provide a designated source of funding for capital improvements, equipment replacement, maintenance needs, and repayment of bonds issues for such purposes, portions of the General Fund fund balance shall be designated as follows:

- a. 3% TABOR Reserve that may be appropriated only for "emergencies" as allowed under Article X Section 20 of the Colorado Constitution.
- b. 12% Emergency Reserve that may be appropriated only for emergencies declared by the Board of Trustees.
- c. 10% Stabilization Reserve that may be appropriated by the Board of Trustees during times of reduced revenues due to economic conditions to allow the Town to continue providing General Fund services throughout an economic downturn. Appropriations from the Stabilization Reserve shall be contingent on a plan specifying the expected duration of the economic conditions requiring use of the Stabilization Reserve and specific actions and a timeline for replenishing the Stabilization Reserve.
- d. After making appropriations for all other General Fund purposes, the Year-End Fund Balance Exceeding 25% shall be transferred to the Capital Improvement Fund. Appropriations from the Capital Improvement Fund shall only be used for capital improvements, equipment replacement, maintenance needs, or for the repayment of bonds issued for such purposes.

The attached DRAFT resolution reflects this proposed policy. If the Board approves repealing Resolution 10-40, then staff will bring this DRAFT Resolution back in final form and ask the Board to adopt it as part of the multiple actions the Board will take after the 2nd public hearing on the budget on November 14.

Based on review of Moody's Rating Framework (see below), staff believes adopting this new reserve policy will not adversely affect the Town's bond ratings, and may even enhance them. This is because fund balance is only one of many factors the ratings agencies use to conduct their ratings analysis, and "Institutional Framework" is among those factors. Staff believes a more structured reserve policy tailored to Erie's specific fiscal and economic factors will improve the rating agencies perception of the Town's "Institutional Framework".

EXHIBIT 1

US Cities and Counties Scorecard Overview

Factor	Factor Weighting*	Sub-factor	Sub-factor Weighting
Economy	30%	Resident Income (MHI Adjusted for RPP / US MHI)†	10%
		Full Value per Capita (Full Valuation of Tax Base / Population)	10%
		Economic Growth (Difference Between Five-Year Compound Annual Growth in Real GDP and Five-Year CAGR in Real US GDP) ‡	10%
Financial Performance	30%	Available Fund Balance Ratio (Available Fund Balance + Net Current Assets / Revenue)	20%
		Liquidity Ratio (Unrestricted Cash / Revenue)	10%
Institutional Framework	10%	-- **	10%
Leverage	30%	Long-term Liabilities Ratio ((Debt + ANPL + Adjusted Net OPEB + Other Long-Term Liabilities) / Revenue)††	20%
		Fixed-Costs Ratio (Adjusted Fixed Costs / Revenue)	10%
Total	100%		100%

Preliminary Outcome

Notching Factor	Notching Range
Additional Strength in Local Resources	0 to +2
Limited Scale of Operations	-1 to 0
Financial Disclosures	-2 to 0
Potential Cost Shift to or from the State	-1 to +1
Potential for Significant Change in Leverage	-2 to +1.5

Scorecard-Indicated Outcome

* Factor weights shown in this table reflect standard weights. As described in Appendix A, we apply overweighting when scores are low.

† MHI stands for median household income. RPP stands for regional price parity.

‡ CAGR stands for compound annual growth rate.

** This factor has no sub-factors.

†† ANPL stands for adjusted net pension liabilities. OPEB stands for other post-employment benefit liabilities.

Source: Moody's Investors Service

Please see Appendix A for general information about how we use the scorecard and for a discussion of scorecard mechanics. The scorecard does not include or address every rating factor that a rating committee may consider in assigning ratings in this sector. Please see the "Other Considerations" and "Limitations" sections.

For all these reasons, staff recommends repealing Resolution 10-40 and adopting a new reserve policy reflected in the attached DRAFT Resolution.

Historical Background.

On Dec. 9, 2003, the Board of Trustees passed Ordinance 826, establishing Financial Policies for the Town of Erie. These policies established a reserve requirement of 25% of the current year's budgeted operating expenditures as well as a TABOR reserve of 3% of fiscal year spending. In February 2010 the Board requested staff prepare a resolution to reserve a portion of the General Fund balance as a "rainy day" fund that could be used "...during times of less economically prosperous, lean years to maintain service levels." Staff completed this request and on March 9, 2010, Resolution 10-40 was approved establishing a General Fund Stabilization Reserve (GFSR) account.

For several years staff has been evaluating whether current economic conditions in the Town warrant continuing to maintain the Town's \$7.5 Stabilization Reserve. The Town has a history of very solid reserves with the requirement of a minimum of 25% of General Fund expenditures plus the additional \$7.5 million. In 2022 this translated into actual reserves of more than \$39 million on operating expenditures of \$36 million; effectively more than a 100% reserve requirement. As the Town Administrator said during the Board's October 3 and 17 meetings, maintaining that much funding in reserves is not necessary to manage likely risks and is instead providing more benefit to the Town's bankers than it is to Town residents.

BOARD PRIORITY(S) ADDRESSED:

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

ATTACHMENT(S):

1. GFOA Reserve Calculation Worksheet
2. Resolution 23-122
3. DRAFT Reserve Policy
4. Resolution 10-40
5. Ordinance 826

Vulnerability to Extreme Events

1. Identify Risks

What extreme events are you at risk for?

A	Major snow storms
B	Wildfire
C	Tornado

2. Assess Risks

What is your vulnerability to each extreme event, given past experience?

A	Medium
B	Low
C	Low

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk (i.e., manage it without reserves)

A	
B	
C	

4. Considering the above, how important for you is it to retain the risks of extreme events through reserves ?

< Enter your score here

- 5 **Very important.** We are subject to extreme events of severe potential magnitude which would require a quick and decisive response from our government. There are few alternative risk management approaches.
- 4 **Important.** We are subject to extreme events of severe potential magnitude, but our government does not have an important disaster response role and/or we have other risk management alternatives.
- 3 **Neutral.** We do not face an unusually high or low level of risk from extreme events.
- 2 **Unimportant.** We are subject to one or two types of significant extreme events and we have other risk management options.
- 1 **Very unimportant.** We are subject to very few, if any, potential extreme events of significant potential damage

Revenue Source Stability

1. Identify Risks

What are your major revenue sources?

A	Sales Tax 42%
B	Development Related 15%
C	Property Tax 11%

2. Assess Risks

How stable are your revenue sources?

A	Likely increasing for the next several years as development continues
B	Likely increasing for the next several years as development continues
C	Very stable and increasing as new housing and businesses locate in Town

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk (i.e., manage it without reserves)

A	The largest generators are grocery stores, which are very stable
B	This source will vary with economic cycles, but demand in Erie is so strong it will likely continue for several years
C	Unless there is state action

4. Considering the above, how important for you is it to retain the risks of revenue instability through reserves ?

- < Enter your score here
- 5 **Very important.** We rely on just one or two sources of revenue, and they are unstable
 - 4 **Important.** We rely on unstable sources for a significant portion of our revenue and/or have particular unstable payers as part of our tax base (e.g., sales tax from an industry with volatile sales)
 - 3 **Neutral.** We do not face an unusually high or low level of risk from revenue instability
 - 2 **Unimportant.** While some portion of our revenue base has instability, the majority of revenues are pretty stable.
 - 1 **Very unimportant.** Our revenues are very stable and diverse.

Expenditure Volatility

1. Identify Risks

What are sources of potential expenditure spikes?

A	Natural disasters
B	
C	

2. Assess Risks

What is the potential cost of these spikes?

A	\$5M to \$10M
B	
C	

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of these potential spikes? (i.e., manage it without reserves)

A	State and Federal assistance
B	
C	

4. Considering the above, how important for you is it to retain the risks of expenditure spikes through reserves ?

< Enter your score here

- 5 **Very important.** There are expenditure spikes with very high potential to open a significant hole in our budget.
- 4 **Important.** We are subject to important potential expenditure spikes, such that we need reserves but we also have other risk mitigation approaches available.
- 3 **Neutral.** We do not face an unusually high or low level of risk from expenditure spikes
- 2 **Unimportant.** There are one or a few potential spikes but the risk of them occurring is low, the impact not great and/or we have other risk management options.
- 1 **Very unimportant.** We have no important risk from expenditure spikes.

Leverage

1. Identify Risks

What are major sources of leverage you are subject to?

A	
B	
C	

2. Assess Risks

What are the implications of leverage for the organization's financial flexibility?

A	
B	
C	

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of leverage? (i.e., manage it without reserves)

A	
B	
C	

4. Considering the above, how important for you is it to retain the risks of expenditure spikes through reserves ?

< Enter your score here

- 5 **Very important.** We are subject to significant leverage and have no other risk management approach
- 4 **Important.** We are subject to significant leverage and do not have equally significant offsetting risk management approaches.
- 3 **Neutral.** We do not face an unusually high or low level of risk from leverage
- 2 **Unimportant.** We have one or two sources of leverage, but these are largely addressed with other risk management strategies.
- 1 **Very unimportant.** We have no important sources of leverage that aren't already managed with out reserves.

Leverage

1. Identify Risks

What are your major sources of potential intra-period cash imbalances?

A	None
B	
C	

2. Assess Risks

How likely are these risks to occur and what is their potential magnitude?

A	
B	
C	

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of liquidity? (i.e., manage it without reserves)

A	
B	
C	

4. Considering the above, how important for you is it to retain the risks of expenditure spikes through reserves ?

< Enter your score here

- 5 **Very important.** We have very important potential intra-period imbalances with few risk management alternatives.
- 4 **Important.** We have important potential intra-period imbalances, but do have some off-setting risk management alternatives.
- 3 **Neutral.** We do not face an unusually high or low level of risk from intra-period cash imbalances.
- 2 **Unimportant.** We have some minor potential intra-period cash imbalances.
- 1 **Very unimportant.** Our cash flows are very stable.

Other Funds Dependency

1. Identify Risks

What other funds rely on the general fund for an important part of their funding?

A	URA
B	
C	

2. Assess Risks

How likely is it that these funds will need the general fund to "backstop" them in an emergency?

A	Low
B	
C	

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of other funds' dependency? (i.e., manage it without reserves)

A	Expenditures from URA Funds are mostly one-time expenditures, so they are relatively easy to defer as needed.
B	
C	

4. Considering the above, how important for you is it to retain the risks of expenditure spikes through reserves ?

2 < Enter your score here

- 5 **Very important.** A number of funds rely on the general fund for backstopping, with few, if any, risk management alternatives.
- 4 **Important.** We have at least some funds that rely on the general fund and this includes reliance for backstopping.
- 3 **Neutral.** We do not face an unusually high or low level of risk from other fund dependency.
- 2 **Unimportant.** There are a small number of funds that rely on the general fund, and the potential for the general fund to need to backstop them is small.
- 1 **Very unimportant.** No other funds rely on the general fund for backstopping.

Growth

1. Identify Risks

What are potential major sources of growth in the next three to five years?

A	The town is in a high growth area and time period
B	
C	

2. Assess Risks

What is the potential for these sources of growth to cause imbalances in the revenue received from the growth and the expenditures needed to serve it?

A	Because the Town has strong impact fees, there is not much chance of this.
B	
C	

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of growth? (i.e., manage it without reserves)

A	Impact fees minimize the capital project risks of growth; the operational side is similarly minimized by growth in sales and property tax.
B	
C	

4. Considering the above, how important for you is it to retain the risks of expenditure spikes through reserves ?

< Enter your score here

- 5 **Very important.** We expect significant growth with imbalances in the timing of revenues and expenditures
- 4 **Important.** We have some growth that will cause imbalances in the timing of revenues and expenditures.
- 3 **Neutral.** We do not face an unusually high or low level of risk from growth
- 2 **Unimportant.** We have a small potential for future growth and/or only minor potential imbalances in the timing between revenues and expenditures.
- 1 **Very unimportant.** We expect no growth or growth will fully pay for itself as expenditures are incurred.

Capital Projects

1. Identify Risks

What high priority capital projects don't have a funding source?

A	Performing Art center
B	Police Department Expansion
C	LAWS Expansion and 2nd Rec Center

2. Assess Risks

What is the likelihood that reserves will be looked to as a funding source for the project?

A	The magnitude of those projects is so large, we willnot pursue them without voter approved funding or COPs.
B	
C	

3. Identify other risk mitigation approaches

What options do you have to avoid, reduce, or transfer the risk of capital projects using reserves as a funding source? (i.e., manage it without reserves)

A	Voter approved bonds
B	COPs
C	Transportation Fees to lessen the impact on the General Fund

4. Considering the above, how important for you is it to retain the risks of expenditure spikes through reserves ?

- | | |
|---|-------------------------|
| 3 | < Enter your score here |
|---|-------------------------|
- 5 **Very important.** There are very high profile projects with out a funding source and reserves are likely to be considered as a funding source.
 - 4 **Important.** There are at least some high profile projects where reserves may be called upon to provide at least some of the funding.
 - 3 **Neutral.** We do not face an unusually high or low level of risk from unfunded high-priority projects
 - 2 **Unimportant.** High priority capital projects will probably have funding sources, if they don't already.
 - 1 **Very unimportant.** All high priority capital projects have funding sources.

Guiding Your Selection of a Fund Balance Target

Step 1. Determine your total score from the risk factors

21 Your total score from the risk factors (calculated if you entered a score in other sheets)

Step 2. Preliminary Analysis

Compare your score from Step 1 to the guidelines below.

Your Score

Analytical Guidance

8 - 16

You face minimal risk to retain through reserves. Consider a target equal to the GFOA minimum recommended reserve of 16.6% of revenues/expenditures.

17-24

You face a low to moderate level of risk to retain through reserves. Consider adopting a reserve target somewhat higher than the GFOA minimum (e.g. 17-25% of revenues/expenditures). Since risk is low, do not invest excessive analytical effort in determining an exact target amount. Consider a short, informal benchmarking study with peer agencies to provide guidance.

25-31

You face a moderate to high level of risk to retain through reserves. Consider adopting a target amount of reserves significantly higher than the GFOA recommended minimum (e.g., 26 - 35%). Consider a short, informal benchmarking survey as a starting point, but then analyze your most significant risk factors to make sure they are adequately covered by what the survey suggests is reasonable.

32 - 40

You face a high level of risk to retain through reserves. Consider adopting a much higher target than the GFOA minimum (e.g., greater than 35%). Consider performing a more in-depth analysis of the risks you face to arrive at target level of reserved that provides sufficient coverage.

Step 3. Consider Impact of Government Size, Budget Practices, & Borrowing Capacity

For each driver pick which description best fits you and enter the appropriate number of points.

2

Government Size

+2

We are under 50,000 in population

0

We are between 50,000 and 300,000 in population

-4

We are over 300,000 in population

-2

Budget Practices

-3

The budget has a formal contingency beyond what is being considered for this reserve.

-2

The budget has informal contingencies beyond what is being considered for the reserve.

0

The budget is lean and has no contingencies in it.

-2

Borrowing Capacity

-3

We have excellent external and internal borrowing capacity, including a good rating, little existing debt, and political will to use it.

-2

We have some external and/or internal borrowing capacity and political will could be mobilized to use it.

0 We have little or no borrowing capacity.

Step 4. Consider Impact of Commitments/Assignments, Outsider Perceptions & Political Support

Place an "X" next to each statement that applies to you.

Commitments and Assignments

We have commitments or assignments that designate fund balance for uses other than retaining the types of risk described in this analysis. If so, these commitments/assignments should not be included in the total reserve used to reach your target.

Outsider Perceptions

Rating agencies have given us a target level of reserve for getting a good rating. If so, use that target in place of or in addition to a benchmarking survey to provide guidance on starting point for your target.

The public is likely to question reserve levels as too high. If so, be sure to document your analysis findings in the other sheets.

Political Support

The governing board places great weight on the policies of comparable jurisdictions. If so, conduct a benchmarking survey that includes governments the board perceives as relevant.

The board places great weight on rating agency recommendations. If so, tie the reserve target recommendation to rating agency recommendations or standards.

The board places great weight on GFOA recommendations. If so, use this analysis and GFOA's Best Practices to support your recommendation.

Step 5. Putting it All Together

A. Consider your adjusted risk score and re-consult the analytical guidance.

19

< Your adjusted risk score (risk score modified with results from Step 3)

B. Review results of Step 4.

Review each item you checked from Step 4 and add the advice to your analytical guidance.

C. Proceed with finalizing target

Proceed with setting a final reserve target based on analytical guidance.

**Town of Erie
Resolution No. 23-122**

**A Resolution of the Board of Trustees of the Town of Erie Repealing
Resolution 10-40, the Resolution Establishing the General Fund
Stabilization Reserve Account**

Whereas, on March 9, 2010, the Board of Trustees adopted Resolution 10-40, which established the General Fund Stabilization Reserve Account of \$7.5 million;

Whereas, the Town has a history of solid reserves, with a minimum of 25%, plus the additional \$7.5 million, which translated into actual reserves of over \$39 million in 2022 on operating expenditures of \$36 million; and

Whereas, the Board of Trustees finds that the General Fund Stabilization Account is no longer necessary.

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

Section 1. Resolution 10-40, dated March 9, 2010, is hereby repealed in its entirety.

Adopted this 24th day of October, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

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

A Resolution of the Board of Trustees of the Town of Erie, Colorado designating portions of General Fund reserves for specific purposes.

Whereas, the Town of Erie operates in a fiscally conservative manner;

Whereas, the Board of Trustees desires to have clear policies facilitating the Town's ability to respond effectively to emergencies, to continue providing General Fund services during economic downturns, and to provide a designated source of funding for capital improvements, equipment replacement, maintenance needs, and repayment of bonds issues for such purposes; and

Whereas, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to designate portions of the General Fund fund balance for these purposes.

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

Section 1. Erie Municipal Code Section 2-1-3.D.4, specifies the Town of Erie will maintain minimum reserves or fund balances in its General Fund of 25 percent of the current year's budgeted operating expenditures. Additionally, Erie Municipal Code Sections 2-1-3.B.2 and 3 specify the Town will maintain five-year plans for capital improvements and equipment replacement and maintenance needs. Finally, Erie Municipal Code Section 2-11-3.B, provides for a Capital Improvement Fund used solely to provide capital improvements for the Town or for the repayment of bonds issued for such purposes.

Section 2. Consistent with these policies, and to maintain the Town's ability to respond effectively to emergencies, to continue providing General Fund services during economic downturns, and to provide a designated source of funding for capital improvements, equipment replacement, maintenance needs, and repayment of bonds issues for such purposes, portions of the General Fund fund balance shall be designated as follows:

- a. 3% TABOR Reserve that may be appropriated only for "emergencies" as allowed under Article X Section 20 of the Colorado Constitution.
- b. 12% Emergency Reserve that may be appropriated only for emergencies declared by the Board of Trustees.
- c. 10% Stabilization Reserve that may be appropriated by the Board of Trustees during times of reduced revenues due to economic conditions to allow

the Town to continue providing General Fund services throughout an economic downturn. Appropriations from the Stabilization Reserve shall be contingent on a plan specifying the expected duration of the economic conditions requiring use of the Stabilization Reserve and specific actions and a timeline for replenishing the Stabilization Reserve.

d. After making appropriations for all other General Fund purposes, the Year-End Fund Balance Exceeding 25% shall be transferred to the Capital Improvement Fund. Appropriations from the Capital Improvement Fund shall only be used for capital improvements, equipment replacement, maintenance needs, or for the repayment of bonds issued for such purposes.

Adopted this ____ day of _____, 2023.

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

RESOLUTION NO. 10-40

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO CREATING A GENERAL FUND STABILIZATION RESERVE ACCOUNT; AND SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Erie has operated a fiscally conservative manner in the past several years; and

WHEREAS, the Town of Erie has saved excess funds in its General Fund balance during the economically prosperous years; and

WHEREAS, the General Fund balance is greater than the current reserve requirements; and

WHEREAS, the Board of Trustees of the Town of Erie desires to set aside a portion of the current General Fund balance for use during times of less economically prosperous years, and

WHEREAS, the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to create a General Fund Stabilization Reserve account.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO:

Section 1. That the General Fund Stabilization Reserve account is hereby created.

Section 2. That the General Fund Stabilization Reserve account is made up of \$7,500,000 of the current General Fund balance.

Section 3. That the General Fund Stabilization Reserve account can be used for one-time and capital projects as determined by the Board of Trustees during the budgeting process and identified specifically in the budget resolution.

Section 4. That the General Fund Stabilization Reserve account may be used for General Fund operating expenditures during an economically distressing time and to prevent significant expenditure reductions that equate to a significant reduction in services as determined by the Board of Trustees during the budgeting process and identified specifically in the budget resolution.

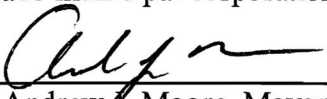
Section 5. That should the General Fund Stabilization Reserve account be used for operating expenditures, Town Staff will identify a strategy to replenish the account from various sources once economic conditions allow and work with the Board of Trustees to implement said strategy.

Section 6.

That the General Fund Stabilization Reserve account for the Town of Erie is found to be in the best interest of the Town of Erie, and necessary for the preservation of the public health and safety.

ADOPTED AND APPROVED THIS 9th DAY OF MARCH, 2010, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

TOWN OF ERIE
a Colorado municipal corporation

By: 
Andrew B. Moore, Mayor

ATTEST:

By: 
Nancy J. Parker, C.M.C., Town Clerk



ORDINANCE NO. 826

AN ORDINANCE ESTABLISHING FINANCIAL POLICIES FOR THE TOWN OF ERIE, COLORADO; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, has determined that the Town should adopt financial policies for the efficient and orderly custody and management of funds of the Town; and

WHEREAS, the efficient and orderly custody and management of funds and accepted accounting procedures call for only the minimum number of funds consistent with legal and operating requirements to be established by the Town; and,

WHEREAS, the efficient and orderly custody and management of funds and accepted accounting procedures call for revenue diversification, and therefore the Town of Erie shall work to achieve stable and diversified revenue sources to protect the Town from short-run fluctuations in any one revenue source; and,

WHEREAS, the Board of Trustees of the Town of Erie, Colorado, has determined that it is in the best interest of the citizens of the Town to adopt such financial policies for the efficient and orderly custody and management of funds of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:

Section 1. That the following financial policies be and are hereby adopted:

FINANCIAL POLICIES OF THE TOWN OF ERIE

A. General Policies

1. **Number of Funds Principle.** The Town of Erie shall establish and maintain those funds required by law and sound financial administration.
2. **Annual Financial Audit.** The Town of Erie shall have an annual financial audit conducted by an independent auditor, in accordance with the Colorado local government audit law.
3. **Investment Policy.** The Town of Erie shall manage its investments under the prudent investor rule. The criteria for selecting investments and their order of priority are (1) safety, (2) liquidity, and (3) yield. Investment vehicles are limited to those permitted by Colorado statute.

B. Financial Planning Policies

1. **Balanced budget.** The Town of Erie will balance operating expenditures with operating revenues. Fund balances in the General Fund will be expended only for capital and one-time expenditures unless the Board of Trustees authorizes an exception.
2. **Long-range Planning.** The Town of Erie will develop a five-year plan for capital improvements and update it annually.
3. **Asset Inventory.** The Town of Erie will annually inventory and assess the condition of all infrastructure assets. The Town will project its equipment replacement and maintenance needs for five years and update the projection each year.

C. Revenue Policies

1. **Unpredictable Revenues.** The Town of Erie will identify those revenues of the General Fund which fluctuate substantially higher or lower than projected. These revenues shall not be used for long-term commitments unrelated to the revenue source.
2. **Review of Fees.** The Town of Erie will annually review all fees for services, including all fees for licenses, permits, fines and other miscellaneous charges. Fees will be adjusted after considering such factors as inflation, processing time, expense to the Town, comparison to peer towns and cities, and any other factors pertinent to the specific item.
3. **Utility Fees and Charges.** The Town of Erie will establish fees and charges for water and wastewater utility services at a level sufficient to recover operating expenses, including a pro rata share of general and administrative expenses, routine repairs and replacements, and a portion of debt service related to routine repairs and maintenance. Each year, the Town will review the rates for adequacy and reasonability. At least every five years, the Town will have a professional water and wastewater rate study completed.
4. **Water and Wastewater Tap Fees.** Water and Wastewater tap fees will not be expended for operating expenses. Tap fees will be used solely for water and wastewater improvements and system expansion pursuant to the Capital Improvements Plans. Tap fees will be reviewed annually to ensure their adequacy. At least every five years, the Town will have a professional water and wastewater tap fee study completed in conjunction with the rate study.
5. **Flood Control and Drainage Fees.** All revenues received by the Town of Erie for the purpose of storm drainage system operations and improvements shall be allocated to the Storm Drainage Fund and be used to fund operations, maintenance, rehabilitation and improvements of the storm drainage system.
6. **Airport Fees and Charges.** The Town of Erie will establish fees and charges at the municipal airport sufficient to recover all operating expenditures of the Airport Enterprise Fund.
7. **Recreation Fees.** The Town of Erie will establish fees for recreation programs designed to recover 75% of the cost of Seniors' programs, 50% of the cost of Youth programs, and 100% of the cost of Adult programs. Fee recovery rates will be reviewed annually, including a comparison to peer Towns and Cities.
8. **Impact Fees.** Impact fees shall be used to fund expenditures for capital facilities needed to serve new development as specified by CRS 29-20-104.5 and CRS 29-1-803. At least every five years, the Town will have a professional impact fee study completed.

9. **Use of One-time Revenues.** Operating expenditures will not be funded by non-recurring revenue sources.

D. Expenditure Policies

1. **Debt Capacity.** Issuance and Management. The Town of Erie will not issue long-term debt to finance current operations. Long-term borrowing will be limited to capital improvements or similar projects with an extended life, which cannot be financed from current revenues. Debt service payments will not extend beyond the estimated useful life of the improvements financed. General obligation debt will not exceed three percent (3%) of the actual value of the taxable property within the Town. The Town of Erie will comply with all bond covenants.
2. **Inter-fund Loans.** The Town of Erie will establish a repayment plan at the time any inter-fund borrowing is authorized. In order for any loan to be authorized from an enterprise fund to a fund which is not an enterprise fund, the Board of Trustees must authorize the loan by a five-member majority vote of the Trustees present at a regularly scheduled Trustees meeting and the loan term shall not exceed five (5) years.
3. **Annual Salary Survey.** The Town of Erie will perform an annual salary survey of peer towns and cities to establish employee pay ranges.
4. **Reserve Policy.** The Town of Erie will maintain minimum reserves or fund balances in its General Fund of twenty-five percent (25%) of the current year's budgeted operating expenditures. Enterprise Funds will achieve a 90-day operating and maintenance expense reserve by January 1, 2008. The actual reserve amount shall be reported in the annual budget and expressed as a percentage of the policies in section 1 .D.4. Enterprise Funds will maintain additional reserves equal to or greater than 2% of the book value of the Fund's fixed assets. For the Enterprise Funds, net working capital (current assets less restricted assets and less current liabilities) will be considered fund balance. The Board of Trustees must authorize the use of reserve funds by a majority vote of the Trustees present at a regularly scheduled Trustees meeting.
5. **Expenditure Accountability.** The Town of Erie will maintain a budgetary control system to ensure it adheres to its adopted budget. Town staff will prepare monthly status reports comparing actual revenues and expenditures to budgeted amounts.
6. **Inter-fund Transfers:** Inter-fund transfers will comply with state statutes.

Section 2. Severance Clause. If an 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 of the Town of Erie, Colorado hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 3. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 4. Effective Date. This ordinance shall take effect thirty (30) days after publication following final passage.

INTRODUCED, PASSED, ADOPTED AND ORDER PUBLISHED IN FULL BY
THE BOARD OF TRUSTEES OF THE TOWN OF ERIE THIS 9TH DAY OF
DECEMBER, 2003.

PUBLISHED IN FULL ON TH 9th DAY OF DECEMBER, 2003.

TOWN OF ERIE, COLORADO, a Colorado
municipal corporation

By: Barbara Connors
Barbara Connors, Mayor

ATTEST:

By: Teresa Andrews
Teresa Andrews, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-476, **Version:** 1

SUBJECT:

Public Works Monthly Report

DEPARTMENT: Public Works

PRESENTER(S): Todd Fessenden, Public Works Director

POLICY ISSUES: This is a monthly report and thus has minimal policy implications.

STAFF RECOMMENDATION: For information only.

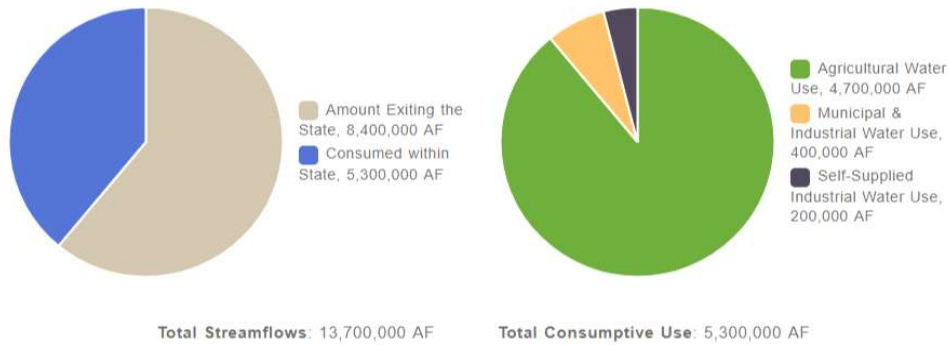
SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Public Works Monthly Report includes Capital Improvement Project updates and other significant Public Works related activity.

The Water Treatment and Water Reclamation graphs depict the monthly production averages and the average per capita usage, based on the population within the system at the Lynn R. Morgan Water Treatment Facility and the North Water Reclamation Facility from 2020 - 2023.

Also included are plant treatment capacities, permit limits, peak demand data, as well as pertinent weather information for the same period. The updated chart below comes from Colorado Water Plan and represents consumptive use (water permanently removed from immediate water environment) by each sector, and therefore are lower than total water withdrawn or diverted.

Colorado Consumptive Water Use



Charts recreated from Colorado Water Plan (2015). Note that figures represent consumptive use (water permanently removed from immediate water environment) by each sector, and therefore are lower than total water withdrawn or diverted.

BOARD PRIORITY(S) ADDRESSED:

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

ATTACHMENT(S):

1. Monthly Report

Public Works Report

October 2023

Front Range Landfill (FRL) Updates

Due to it being closed, Denver Regional Landfill will only be reported on here by exception. Facilitator Request for Proposals for FRL Community Stakeholders process closed at midnight Oct. 13. We have at least four proposals.

Capital Improvement Projects

NWRF Solar

Project includes an approximately 5.5-acre solar array east of the facility that could cover close to 100% of the building's current energy use. Grant funding is being explored to support this project. Waiting on additional information from Iconergy, which has been conferring with United Power and mapping electrical feeds through multiple meters. Grant funding and new IRA cash back in lieu of tax credits are being explored to support this project. We expect a proposal mid-October.

North Water Treatment Facility (NWTF) Design

Design has kicked off on this second Water Treatment Facility at the NWRF Facility site. This facility will treat Boulder Creek water and Filly Lake water initially, then later be expanded to treat NISP, and possibly be a joint-use project with Left Hand Water District to treat their NISP water, for reasons of economy of scale. This phase of the design will progress us to 15% drawings, site conceptual layout, treatment alternatives, green infrastructure alternatives (Triple Bottom Line) to include a large solar array. We are looking at two additional alternatives, which may include an expansion of the existing Lynn R Morgan Water Treatment Facility to treat this Boulder Creek Supply as well.

Streetlight Acquisition:

Negotiations to purchase Town streetlights from Xcel Energy and United Power continue. Town representatives will join a United Power board meeting in late October to discuss their proposed power rate structure. Purchase date could be as early as Q1 in 2024. The Town is working with TANKO to establish a Streetlight Master Plan to guide streetlight related development moving forward.

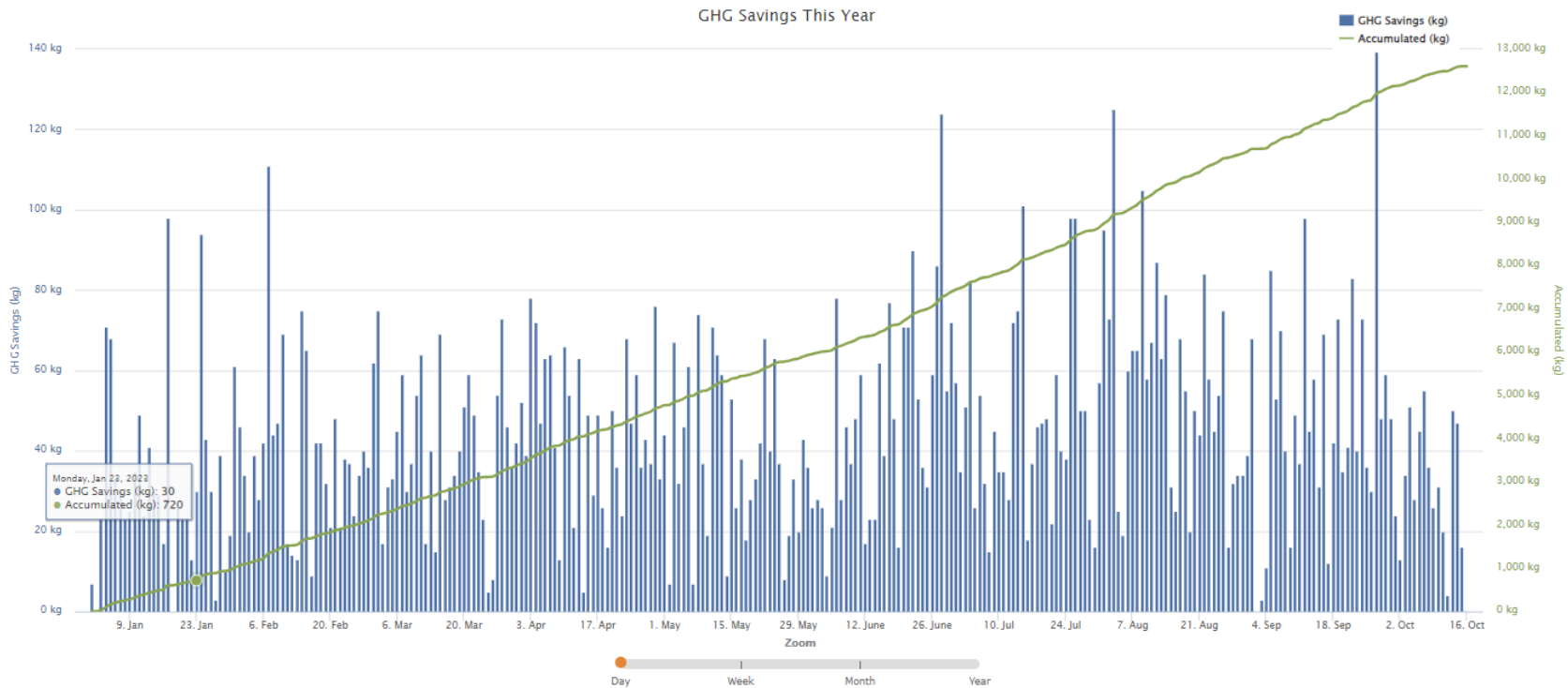
Sustainability and Water Conservation

Sustainability Division General Updates:

The Sustainability Division has moved to 625 Pierce Street. Solar was installed on the roof in October and is waiting on Xcel for final connection. The Air Source Heat Pump is installed, and the building will soon be net zero for its carbon emissions. Sustainability will have an open house later this year to showcase the building and its renovations.

Air Quality & Transportation:

- The Sustainability Division continues to participate in the Boulder County Regional Transportation Electrification cohort. We are waiting to hear about Boulder County's grant of which Erie committed as a project partner along with most other Boulder County municipalities.
- [Indoor air quality rebates](#) continue to trickle in.
- Ecotoberfest (Oct. 7 at the Louisville Community Park) was a success with more than 3,000 participants. EV show case participants included Louisville's first all-electric PD vehicle unveiling (a Ford Mach-E), Tesla dealership representatives, Kia, Mini cooper, and National Car Charging.
- Boo! On Briggs will include an EV showcase of four vehicles through the support of Drive Clean Colorado. Saturday Oct. 28 from 3-6 p.m.
- Repairs are scheduled for the vandalized EV charger at The Post Pavilion at Erie Community Park. This is the third event of EV charger vandalism since January 2023.
- We are exploring EV charger opportunities at LAWSC as currently Town EVs are charged via a standard 120-volt outlet.



The above image outlines the total energy used by the Town of Erie ChargePoint EV charging stations since the start of 2023. Apart from May, GHG emissions avoided per month (and EV charger use) have steadily increased in 2023. Since Jan. 1, Town of Erie EV charging stations have used 17.53 MWh of energy, avoiding a total of 12,605 kg of greenhouse gas emissions. 1 kg of carbon dioxide (= GHG) is roughly equivalent to the size of a large beach ball roughly 1 meter in diameter. 12,605 kg would equal the avoidance of 28,979 miles driven in a typical gas emitting vehicle.

Energy:

- [Solar United Neighbors Boulder County Co-op](https://www.solarunitedneighbors.org/co-ops/colorado/boulder-county-solar-co-op/): This roof-top solar bulk purchase campaign is already a huge success. Twelve Erie residents are signed up to participate and over 254 people have signed up from across Boulder County. All Erie residents are welcome to participate, and the installer will be chosen by the Co-op once the RFP process is closed and reviewed. Check out the campaign website and resources here: <https://www.solarunitedneighbors.org/co-ops/colorado/boulder-county-solar-co-op/>.

Xcel Energy:

SAMPLE CASH PURCHASE	5.2kW (100% offset of avg customer)
Average CO solar co-op pricing (\$3.00/Watt)	\$15,600
30% federal income tax credit	-\$4,680
Net Cost	\$10,920
Estimated first year electricity savings	\$839
Estimated 10-year electricity savings	\$8,968
Estimated 25-year electricity savings	\$25,109
Net Profit Simple Payback	\$14,189 12.0 years

Example pricing shown. Modeling assumptions: Xcel Energy customer on RE-TOU rate schedule, 2%/yr electricity price increase per kWh, -0.5% panel degradation per year, 1,506kWh/yr production per 1kW of solar, 7,847kWh/yr annual energy consumption, 6/12 roof pitch, roof-mounted panels, 180 degrees of azimuth.

SAMPLE LOAN PURCHASE RENU loan with 30% down.	5.2kW (\$15,600)	
	10-year 7.24% APR	15-year 7.74% APR
Estimated first year monthly electric savings	\$69.92	\$69.92
Estimated monthly loan payment	\$136.97	\$109.78
Net monthly payment	\$67.05	\$39.86
Net Profit Simple Payback	\$9,297 16.8 years	\$5,973 19.8 years

Example pricing shown. Modeling assumptions: Same as in sample cash purchase example. APR examples taken from one RENU loan provider. Prices do not include incentives besides 30% federal income tax credit.

- Sustainability staff attended the annual [Colorado Green Business Network](#) celebratory event at the Denver Zoo on Sept. 29. Governor Polis was in attendance as 117 new businesses were welcomed into the program, joining 36 already established state participating businesses. The Town of Erie was accepted in 2023 as one of three current

Regional Partners with the Colorado Green Business Network (CGBN), a program of the CDPHE. The previous Erie Green Business Program is no longer accepting participants. Erie's Economic Development and Sustainability Teams are currently training on the state program and will support current EGB participants to the new regional program with the state. Erie is the first municipality to join the CGBN as a regional partner with other regional partners including [Evergreen Sustainability Alliance](#) and the [Yampa Valley Sustainability Alliance](#).

- Energy Efficiency Rebates to date:
 - Increased participation with 12 rebate recipients to date from the program's Aug. 1 launch.
 - Total rebate funding spent: \$6,049.99 (inclusive of 5 level 2 EV chargers, 3 induction stove cooktops, two solar PV, two smart thermostats, two ASHP, one cold climate mini-split, and one heat pump hot water heater).
 - Social medial and utility billing advertising will continue through the end of the year.

Waste, Recycling, & Composting:

- The Recycling Center is scheduled to reopen on Oct. 22 for normal operations. This closure was due to paving at the Wetland Restoration Project.
- Applications continue to be accepted for the PT Waste Diversion Technician that will support weekend operations at the Recycling Center.
- Erie's 2023 Tree Advisory Board and Sustainability Advisory Board sponsored Leaf & Pumpkin Collection Event is Nov. 18 from 9 a.m.-3 p.m. at the Recycling Center. These materials will be continuously collected throughout the fall with special support from volunteers on site.
- The Sustainability Division sponsored the first 20 mattresses at the [September 16th Clean Up Day](#). 38 mattresses were collected in total, a large increase from the eight pieces collected during last May's Clean Up Day event. We are exploring the opportunity to support tire collection at the next spring event.
- [Resource Central](#) will begin advertising a weekly re-use material pickup in Erie. The Town will begin advertising this diversion opportunity in November through the support of Resource Central.

Outreach and Education:

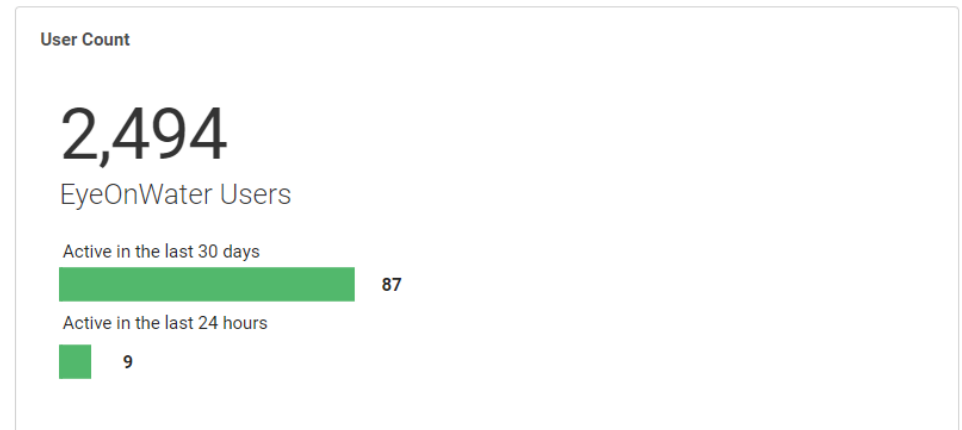
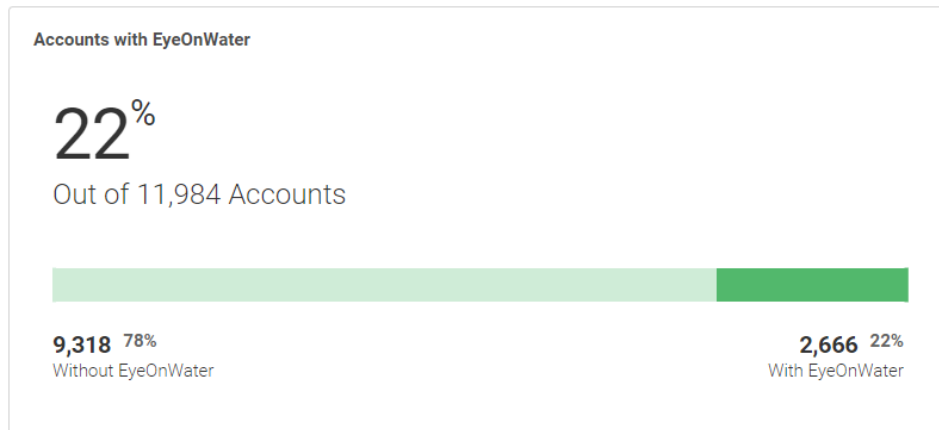
- Sustainability will launch its first sustainability and water conservation focused newsletter on Nov. 1. **If you are interested in receiving this newsletter, please sign up on the Town of Erie Notify Me website under "Sustainability":** <https://www.erieco.gov/list.aspx>.

Water Conservation & Efficiency (as of Oct. 16)

1. [Turf Replacement Rebate Program](#) – another successful year!

- A. 54 Boulder County participants (in the pipeline or completed): \$60,473.61 spent in rebate funding in Boulder County to date representing 42,126 sq. ft. of total turf conversion.
 - B. 32 Weld County participants (in pipeline or completed): \$33,868.00 in rebates spent and 28,905.75 sq. ft. of landscape conversion to date.
 - C. Total rebate funds in pipeline: \$40,508.39 remaining, with \$94,341.61 in rebate funding spent, leaving \$17,408.39 in the budget if all projects proposed are completed. The deadline for 2023 design submission and participation was Sept. 1 so all 2023 participants are accounted for. Participants still have 5 weeks to complete their projects and necessary reporting.
2. Water efficiency rebates have increased with 136 rebate recipients to date. Total rebate funding spent: \$13,970.89.
 3. Utility billing and sustainability staff continue to work together to send out weekly leak alerts to customers showing leaks on their smart meters.

Trends in EyeOnWater sign-ups and usage.



[View All EyeOnWater Users](#)

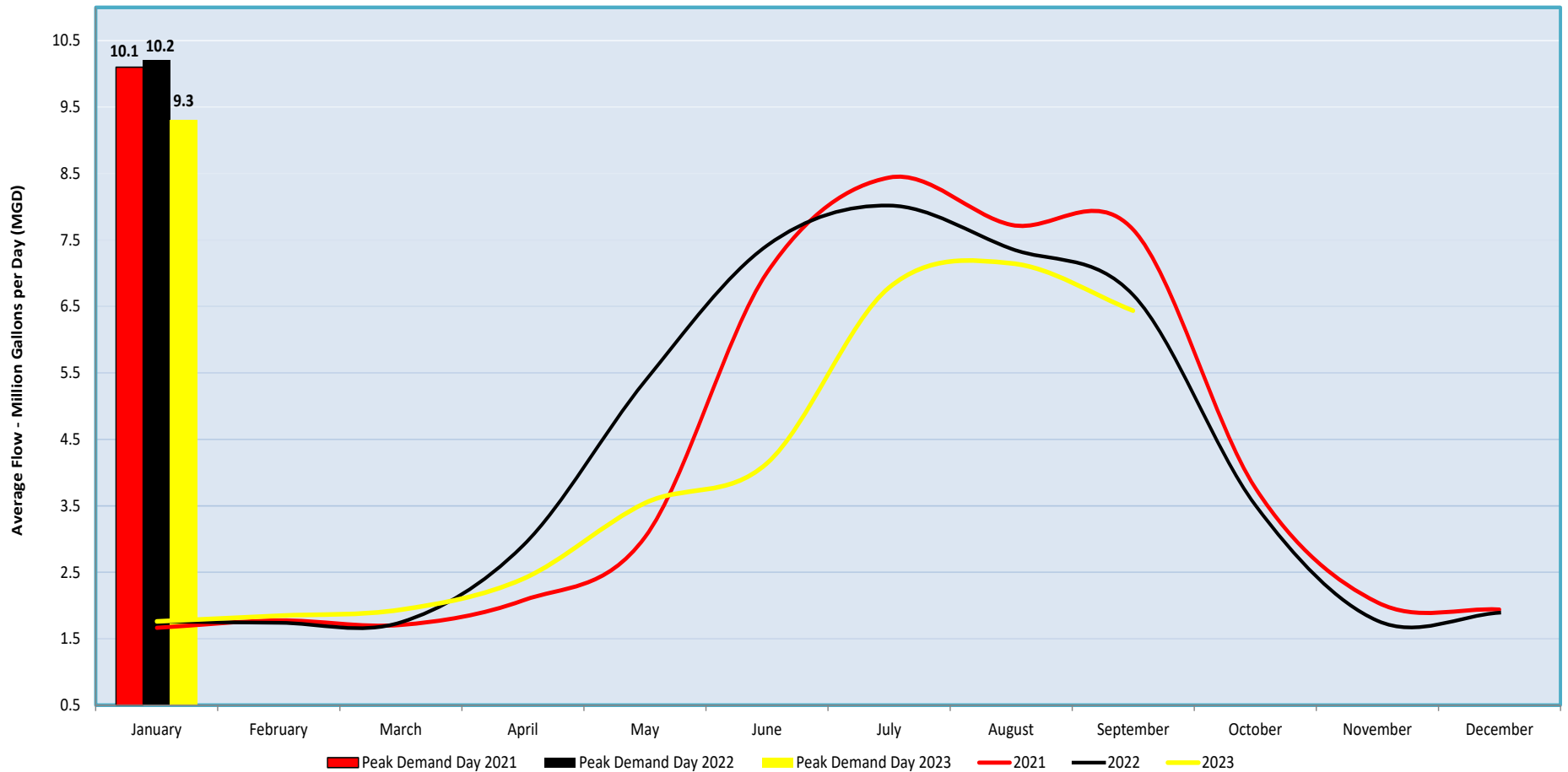
[View Detailed User Analytics](#)

Lynn R. Morgan Water Treatment Facility (WTF)

Average Flow Million Gallons per Day (MGD): **2020** – 4.1 MGD **2021** – 4.3 MGD **2022** – 4.2 MGD

July 2022 set a new record for the peak **daily** production at 10.2 MG. February 2020 had the lowest **monthly** demand at 1.49 MG. As new development comes online with water saving features and smaller landscaped areas, combined with the Town’s strong tier pricing and conservation messaging we are seeing water demands reacting appropriately. Overall water demands are down due to wet, cool weather this year. Our peak day this year was lower than even 2020. Typically, peak-day increases 0.5 MG each year.

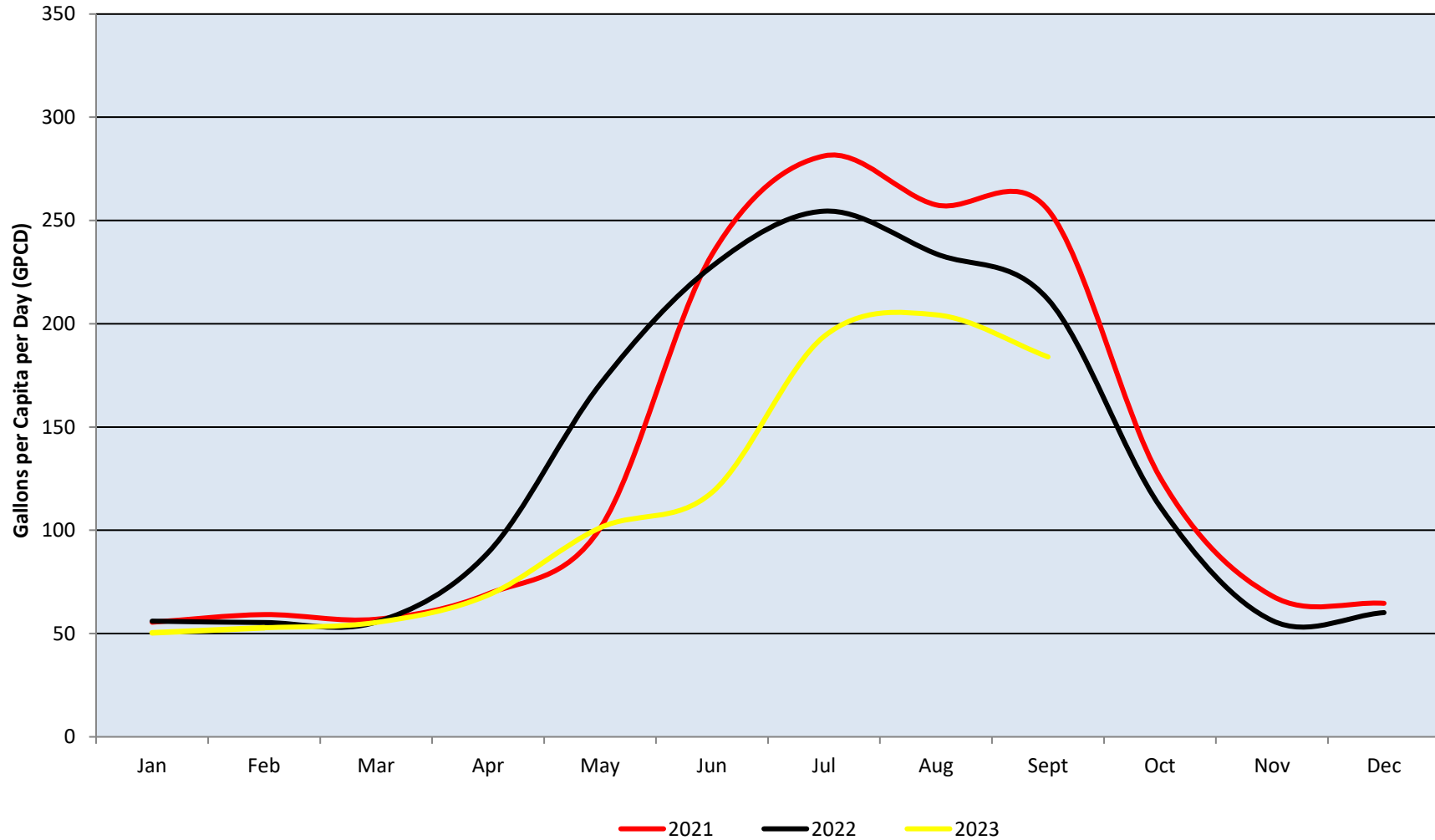
Average Monthly Production



Average Per Capita per Day (GPCD): **2020** – 143 GPCD **2021** – 136 GPCD **2022** – 132 GPCD

July 2020 had the highest average daily usage at 294 gallons GPCD. January 2023 had the lowest usage since 2019 at 50 GPCD. Indoor demands during winter remain relatively stable. Drought messaging, along with wetter conditions, seems to be helping curb excessive use. Reducing summer irrigation and increasing reuse water availability will reduce reliance on treated water supplies in the future. Outdoor irrigation amounts to roughly 40% of annual deliveries, the shift in demand is notable.

Average Daily Usage Per Capita

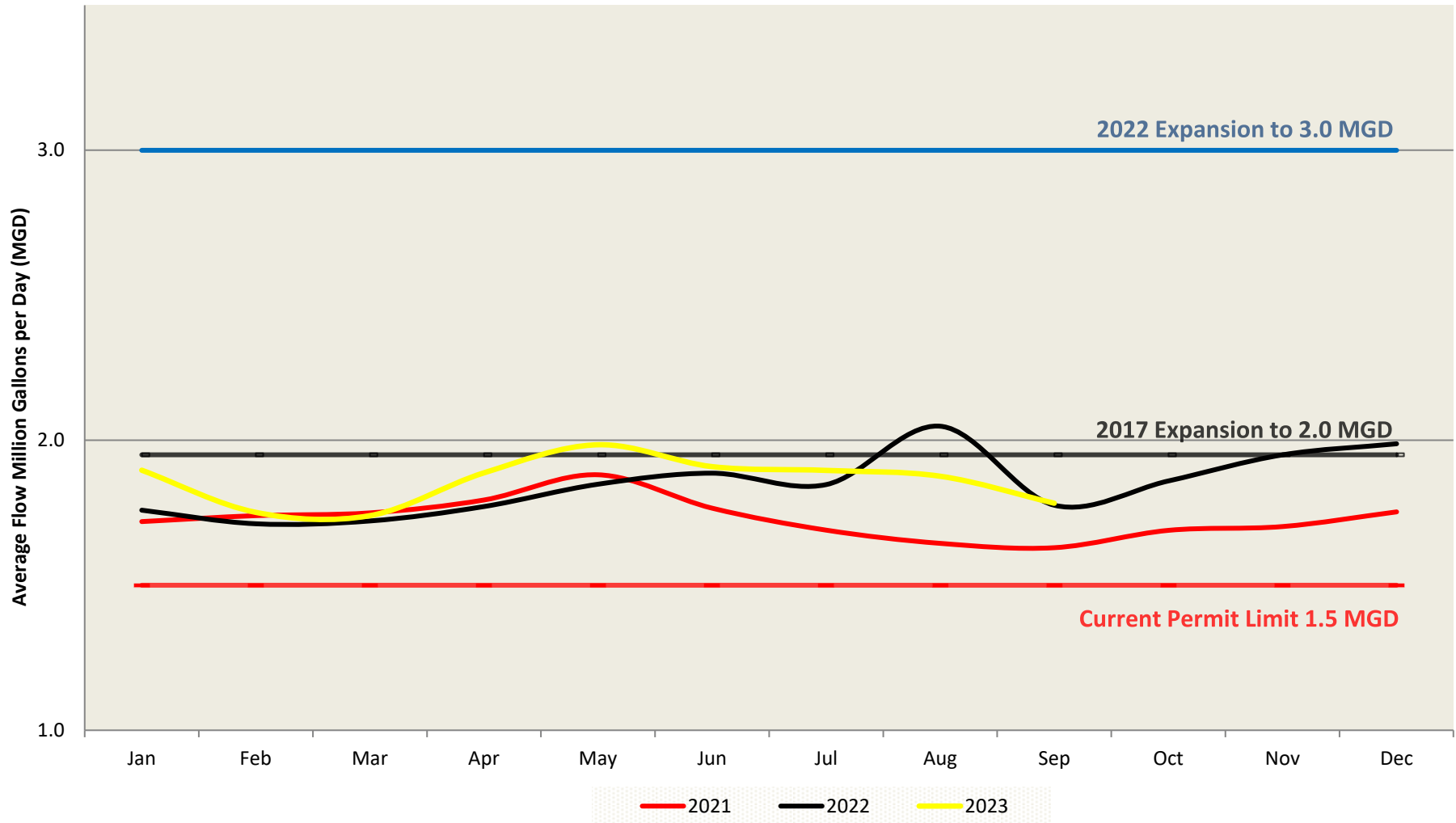


North Water Reclamation Facility

Average Flow MGD: 2020 - 1.66 MGD 2021 - 1.73 MGD 2022 - 1.85 MGD

January 2020 had the lowest average flow of 1.53 million gallons per day (MGD). August 2022 set a high average monthly flow of 2.05 MGD, likely due to microburst rainstorms that month.

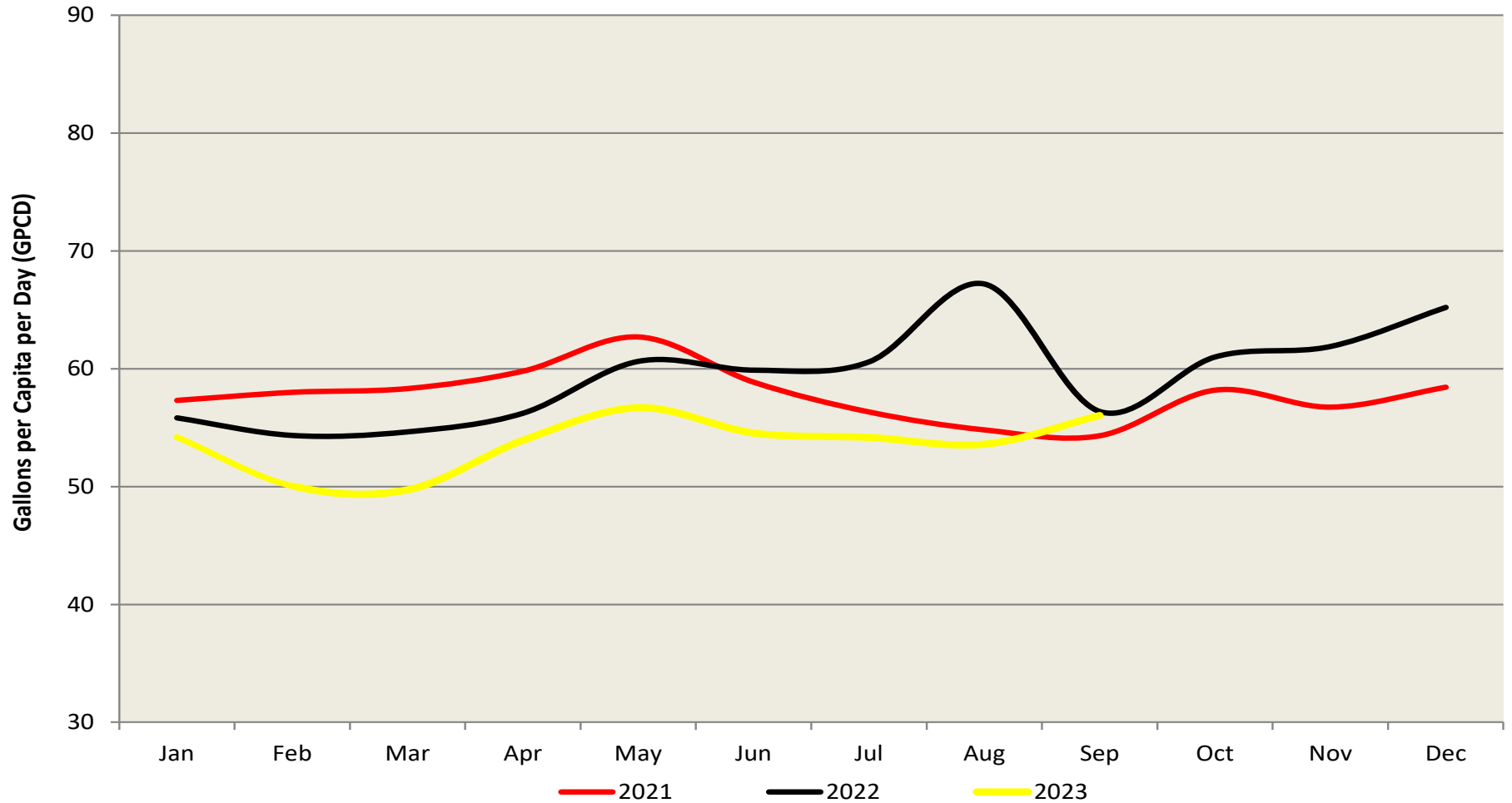
Average Monthly Flows



Annual Gallons Per Capita per Day (GPCD): **2020** - 58 GPCD **2021** - 58 GPCD **2022** - 59 GPCD

This graph depicts customer indoor water usage. August 2022 had the highest usage at 67 GPCD, again due to intense rain. February 2023 had the lowest usage at 50 GPCD. Fall, with relatively little precipitation and dropping groundwater levels, is typically a good indicator of true daily flows. Even with inflows due to excessive precipitation, indoor water usage continues to drop due to new construction and water saving features as well as a relatively new and non-leaking sewer system.

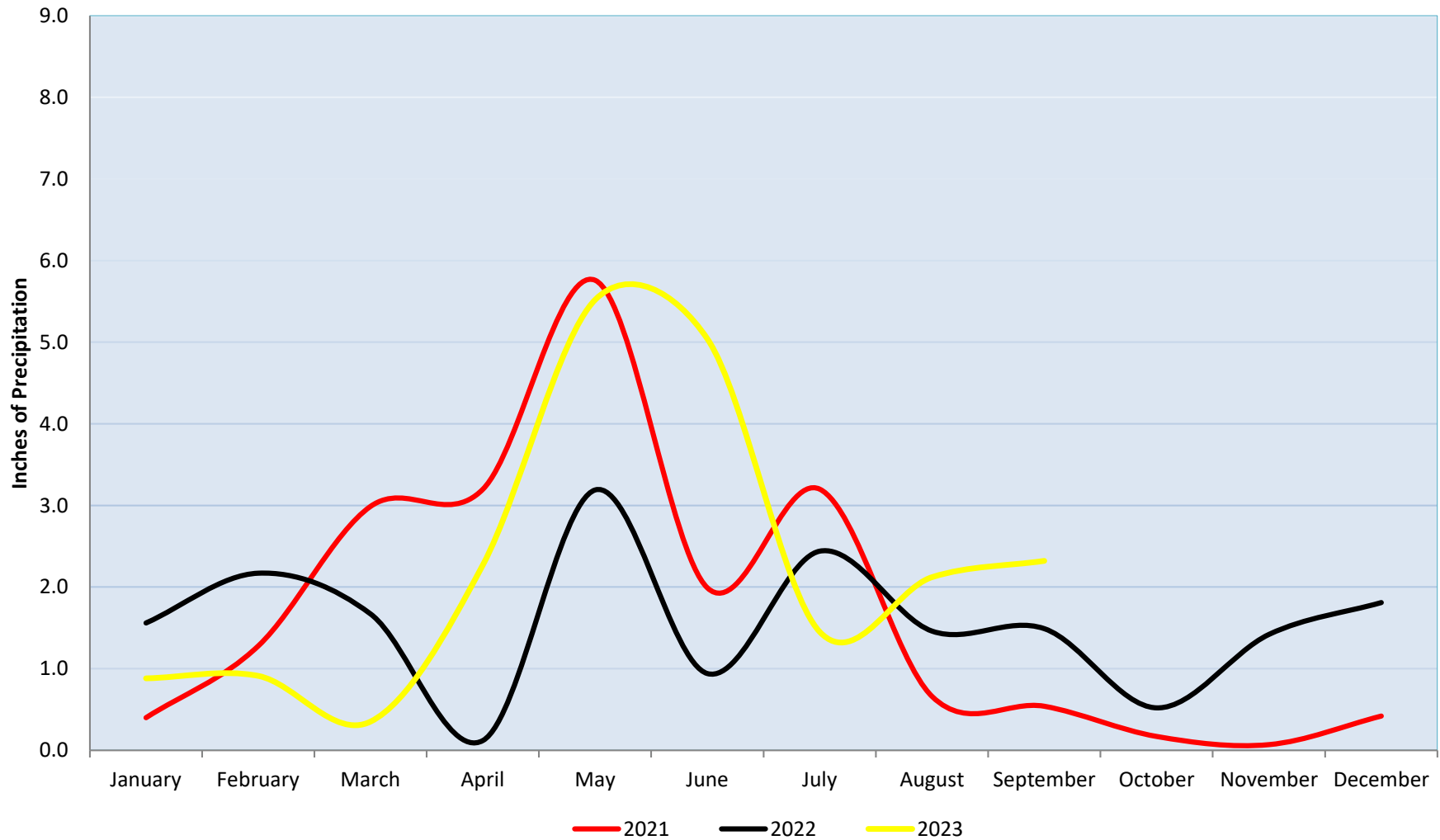
Average Daily Usage Per Capita



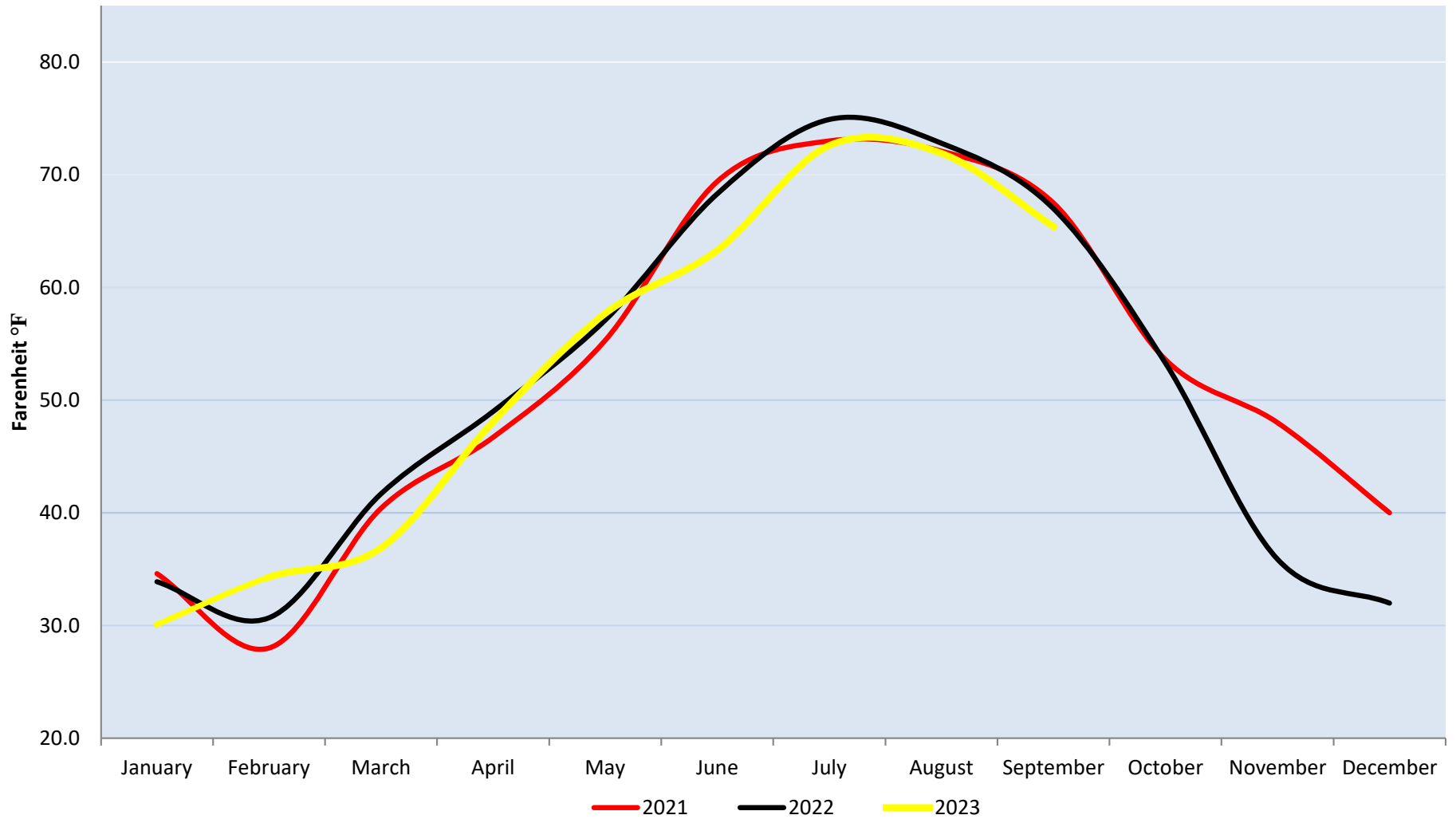
Monthly Data for Boulder – National Oceanic and Atmospheric Administration (NOAA) & Natural Resource Conservation Service (NRCS)

NOAA is predicting 33–40% below normal precipitation and 50–60% above normal temperatures again into late October. This years odd precipitation is on display in the graph below.

Precipitation



Mean Temperature



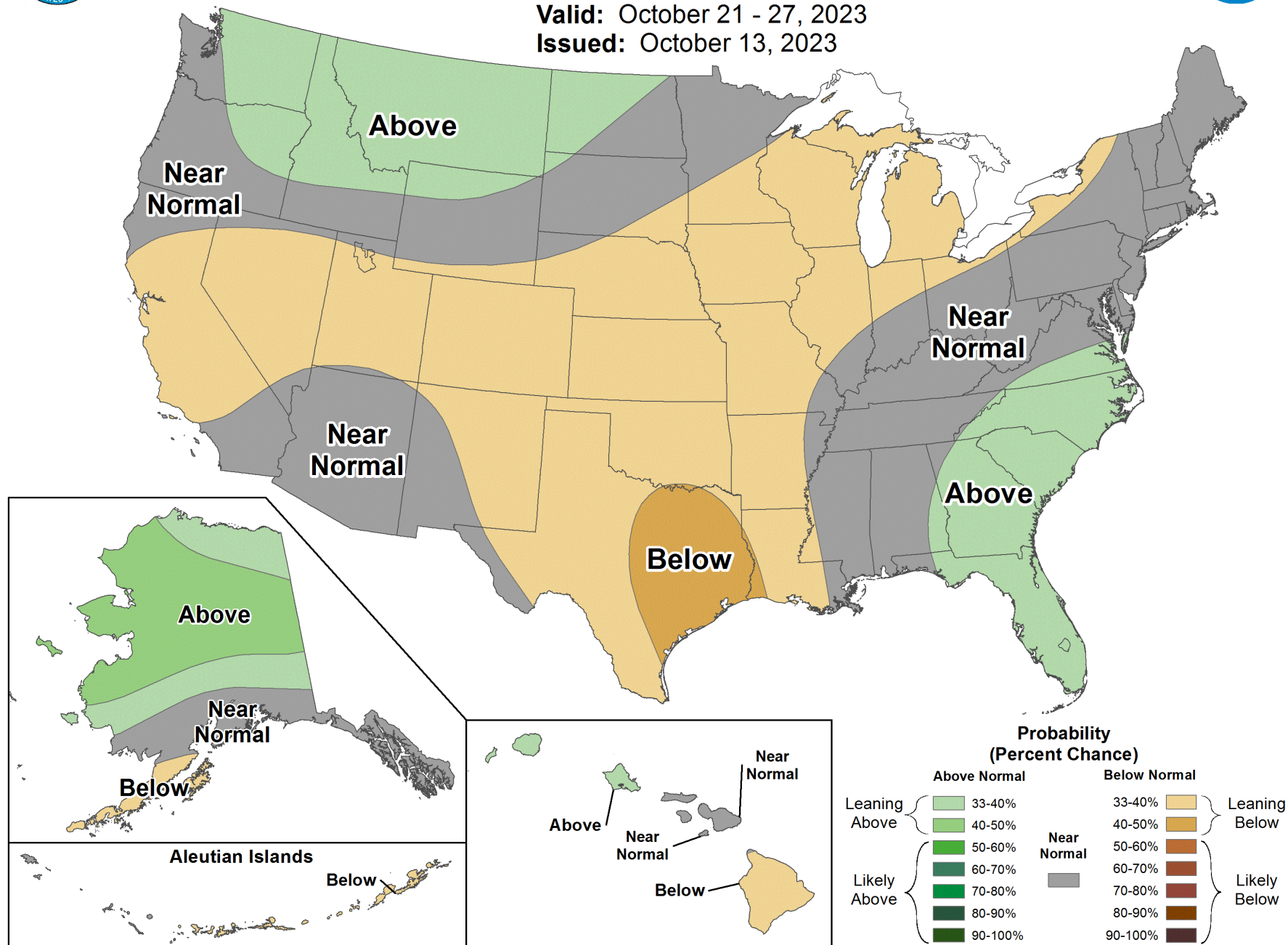


8-14 Day Precipitation Outlook



Valid: October 21 - 27, 2023

Issued: October 13, 2023



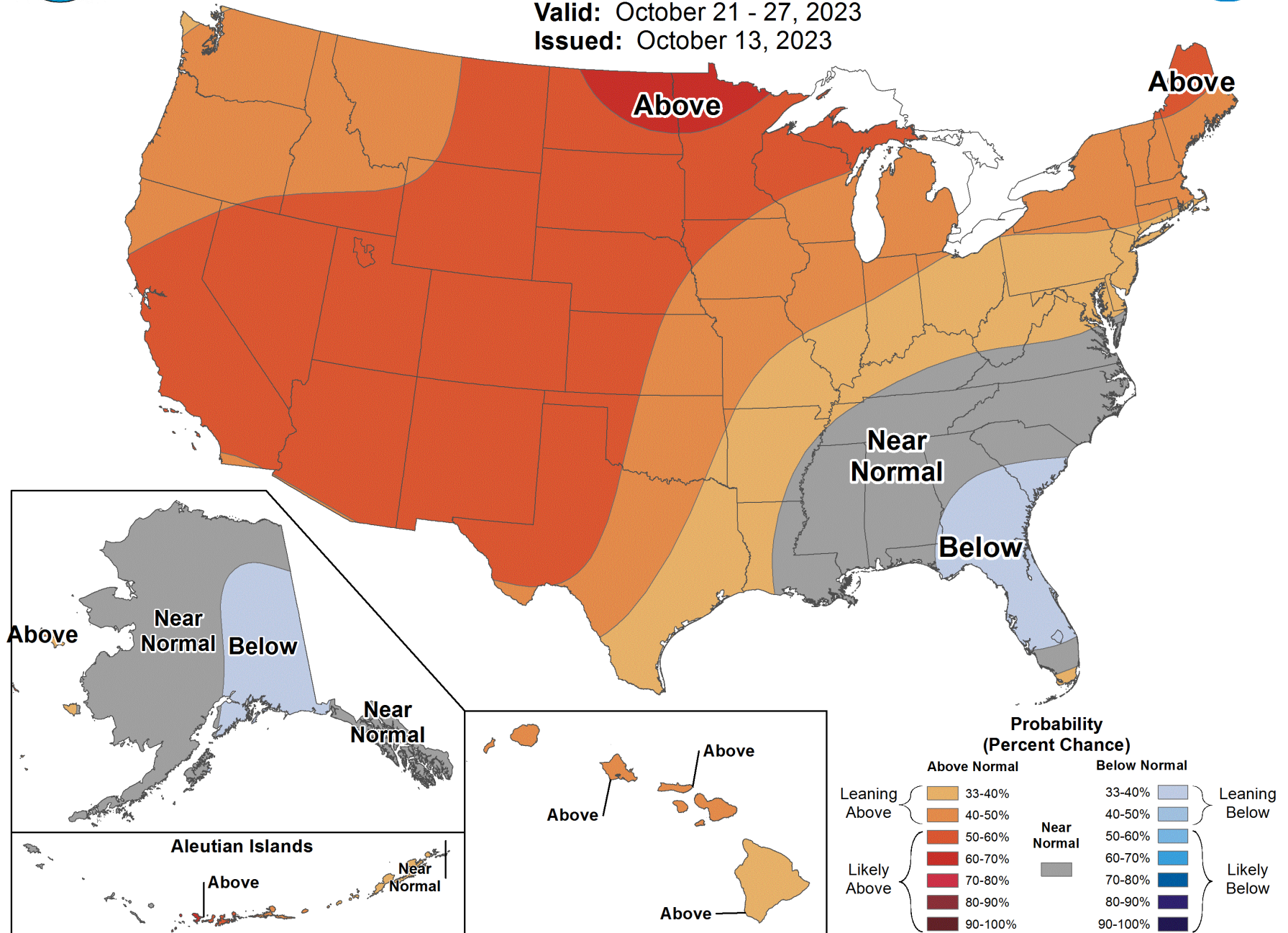


8-14 Day Temperature Outlook



Valid: October 21 - 27, 2023

Issued: October 13, 2023



Engineering Division Updates

Land Use Projects

Project Name	Project Description	Project Status
Erie Air Park Replat D	5 Light Industrial/Hangar Bldgs - 10.340 acres	Referral Review
Erie Highlands Filing 18 FP	Residential - 124 townhome units	On Hold
Old Town - Main Street Subdivision - FP	Residential Lots	Referral Review
Lafferty Farm FP	127 Residential Lots	Referral Review
Ranchwood Town Center MS/SP	Residential Mix of Townhomes and Apartments – 288 Units	Referral Review
Colliers Hill Filing 6 – FP	Residential - 452 Single Family Units	Referral Review
Old Town - Erie Junction - FP	Residential - 10 duplex buildings/1 tri-plex building	Referral Review
Redtail Ranch PP	Residential - 546 lots	Referral Review
Erie Village Filing 5 – MS/SP	Mixed use development, 38 Townhomes, 32 Single Family Residential, 30,000 sq. ft office/retail	Referral Review
Spring Hill PP	Residential Development	Referral Review
Erie Indoor Sports – FP	SE Corner of CLR and Bonnell	PP – BOT Scheduled; FP – Referral Review
Westerly PP 3	Residential - 276 units - Single Family/Paired Homes/Townhomes	Referral Review
Westerly Filing 3 FP	Residential 228 Lots	Referral Review
Canyon Creek Filing 7 FP	106 Single Family Units	Referral Review
Canyon Creek Filing 8 FP	88 Paired Homes	Referral Review
Erie Highlands Commercial	Commercial Plat	On Hold
Vista Ridge Filing 14, Lot 9	Children's Eye Physician	Referral Review
Four Corners – Antelo Apartments	Apartments – 202 Units	Referral Review
Nine Mile Corner – Chase Bank – Lot 9	Site Plan	Referral Review
Nine Mile Corner- Chic-fil-a	Site Plan	Referral Review
Summerfield FP 1	446 Residential Lots	Final Plat Approved; Finalizing Engineering Design
North Westerly	Annexation/Initial Zoning/Pre-DA	Annexation and Pre-

		DA Approved
Summerfield PP 2	Residential	Referral Review
Parkdale Filing 5 FP	Residential	Referral Review
Vista Ridge – Little Sunshine Playhouse Preschool – SP		Referral Review
Vista Ridge – Bellco Credit Union – SP		Referral Review
Four Corners Commercial Corner – SP/FP	Commercial Corner Development	Referral Review
Vista Ridge F14 – Valvoline	Site Plan	Referral Review
Vista Ridge – Dutch Bros SP	Site Plan	Referral Review
North Westerly – Annexation and Initial Zoning	Residential and Commercial Development	Referral Review
111 th & Arapahoe	Annexation and Zoning	Referral Review

Development Construction Projects Status

Project	Status
BV PK-8 School	In Acceptance Process
Compass Filing 3	In Final Acceptance Process
Compass Filing 4	In Final Acceptance Process
Flatiron Meadows Filing 12	In Final Acceptance Process
Flatiron Meadows Filing 13	In Warranty
111th Waterline Extension	In Warranty
Four Corners	Under Construction
Nine Mile MS	In Warranty
Nine Mile MF	In Warranty
Nine Mile Lowe's	In Warranty
Nine Mile Taco Bell	In Warranty
Nine Mile UC Health	In Warranty
Nine Mile Lot 3 Shops	In Warranty
Parkdale Fil 1&2	Under Construction
Parkdale Fil 3	Under Construction
Parkdale Amenity Center	Scheduling Pre-Construction Meeting
Wild Rose	In Warranty

Erie Highlands Filing 14 & 15	In Warranty
Erie Highlands Filing 16	In Warranty
Colliers Hill Filing 4D	In Warranty
Colliers Hill Filing 4E	In Warranty
Colliers Hill Filing 4F	In Warranty
Colliers Hill 4G	Under Construction
Colliers Hill 4H	Under Construction
Colliers Hill 4I	Under Construction
Colliers Hill 5	In Warranty
Erie Commons Filing 4 - 3rd Amend. Townhomes	In Final Acceptance Process
Erie Commons Filing 4 - 4th Amend. Commercial Plat	In Warranty
Erie Commons Filing 4 - 5th Amend. Wee Cottages	In Warranty
Erie Commons Filing 4 - Circle K	In Initial Acceptance Process
Erie Commons Filing 4 - Ziggy's Coffee	Under Construction
Erie Commons Filing 4 - Premier Members Credit Union	In Warranty
Sunset	Under Construction
Westerly Filing 1	In Warranty
Westerly Filing 2	Under Construction
Westerly Zone 4 Waterline	Scheduling Pre-Construction Meeting
Westerly Amenity Center	Under Construction
Morgan Hill Filing 2	In Warranty
Morgan Hill Metro District 2 Improvements	In Warranty
Morgan Hill Clubhouse / Pool	In Warranty
Right Move Storage	In Warranty
Erie Self Storage	In Initial Acceptance Process
Vista Ridge Filing 1A	Under Construction
Vista Ridge Filing 6, 2nd Amendment	In Warranty
Vista Ridge Filing 14, Lot 12B	In Warranty
Vista Ridge Filing 14, Lot 12 A&D	In Warranty
Vista Ridge - Popeye's	In Warranty
Vista Ridge - Autowash	In Warranty
Rex Ranch Filing 2	In Warranty

Rex Ranch Filing 3	In Warranty
Old Town - 730 Briggs	In Warranty
Coal Creek Properties	In Warranty
Creekside	In Initial Acceptance Process
Coal Creek Center - Core and Shell (Starbucks)	Under Construction
Coal Creek Center - Eye Care Center	In Warranty

Capital Improvement Projects

Project	Status
Traffic Signal Communication Project	Implementation and Training Underway
Weld County Road 7 and Erie Parkway Signal	In Acceptance Process
Coal Creek Reach 1 - 3 Improvements	Pre-construction meeting upcoming
Zone 2 Waterline Improvements	Tank site and easement negotiation underway with Southern Land.
Zone 2 Tank Site and Tank Design	Tank site and easement negotiation underway with Southern Land.
Horizontal Directional Drilling Well Project	Discussions with the Bond Company/Surety Underway
North Water Reclamation Facility Expansion	Complete – Working on punchlist
Zone 3 - Phase 2B and Zone 4 Waterline Extension	Under Construction; WCR 4 Closed; Expecting paving late Sept/early Oct, Experiencing weather delays. Zone 3/Zone 4 testing ongoing.
County Line Road Improvements - Telleen to Evans	Coordinating with CDOT on Easements and coordinating with Xcel on power burial and street light placement.
County Line Road Improvements - Telleen to Austin	Working toward 50% design for North and South Phase
Old Town Connection to Colliers Hill	Study Session held in September for iconic bridge design consideration
IGA with Colliers Hill - WCR 5 Widening/Re-Use Line Ext.	Improvements Undergoing Punch List identification and corrections;
Town Center Roundabouts - Design and Construction	North Roundabout in Land Coordination / South Roundabout – 50% design review
Water Quality Pond - Lagoon Conversion	Boardwalk, shade shelter, and storm structures under construction
Mobile Bypass Pumping Station	Acquisition Underway; Anticipated delivery in fourth quarter of 2023
119th and Erie Parkway Roundabout Improvement	Scheduled for BOT meeting for construction contract

111th and Arapahoe Intersection Improvements	IGA Approved with Lafayette; Design underway; Signal timing corridor plan being developed.
Boulder Creek Streambed Stabilization	Construction completed; Working on restoration work and planting
Pipe South Boulder Canyon Ditch along 119th	Design complete; In Easement Negotiation
Re-Use High Zone Pump Station	Pumps installed; New parts to be delivered based on initial testing; Coordinating with development for future testing
Vista Ridge Detention Pond Modifications	In Design
Neighborhood Speed Mitigation Program	Focus Group meetings starting in September
Red Hawk Elementary School Traffic Study	Operations and Maintenance working on install; Engineering and Planning to Pursue Safe Routes to School Grant for additional work
Filly Lake Well Pump Station and Pipeline Project	In design.
North Water Treatment Plant	In Design
Sheridan and Ridgeview Signal Warrant Analysis	RFPs from on-call received; will move forward with selected on-call consultant
Zone 3 Water Tank	Town will begin alternatives analysis in late 2023
Water Quality Pond and Irrigation Pond Repairs	Engineering and Operations and Maintenance Coordinating on repairs.
Transportation Standards and Specifications Update	TAC meeting #1 scheduled
NW Regional Drainage Evaluation	In Coordination with Frederick on IGA

Projects in Support of other Departments

Transportation Department Development

Neighborhood Speed Mitigation Program (NSMP)

Central Square Software Implementation – Under Development

Comprehensive Plan, Plan Map, and Zoning Map Amendments and Transportation Master Plan

2023 Town of Erie Standards and Specifications for Design and Construction Updates

I-25 Gateway Planning

Streets, Transportation & General Updates

Snapshot of Upcoming Major Streets Projects 2023

Sheridan Reconstruction from Ridgeview to CR4 – Complete
Mill and overlays on 119th , County Line Road and Kenosha – Underway through fall
Closures of CR4 between CR5 and Bonanza for Water Pipeline – CR 4 Open
County Line Road between Telleen and Cheeseman for Safer Mainstreets Project – Xcel Undergrounding - Upcoming
CR5 Partial Closures related to Sunset Development and Widening - Upcoming

Other Significant Projects

SH7 & 119th Intersection Improvements – Lafayette/CDOT
SH7 Preliminary Corridor Design – CDOT
US287 Bus Rapid Transit – Phase 2 – Mobility and Safety
SH 52 & I-25 Mobility Hubs
SH7 Bike Treatment Plan
111th and Arapahoe Improvements (w/Lafayette)





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-515, **Version:** 1

Subject:

Finance Sales Tax Monthly Report

Department: Finance

Presenter(s): Cassie Bethune, Finance Manager

Staff Recommendation:

Information Only

Summary and Background of Subject Matter:

The Finance Sales Tax Monthly Report provides an update on vehicle and non-vehicle sales tax including the breakdown between economic zones.

Board Priority(s) Addressed:

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

Attachment:

1. Finance Sales Tax Monthly Report



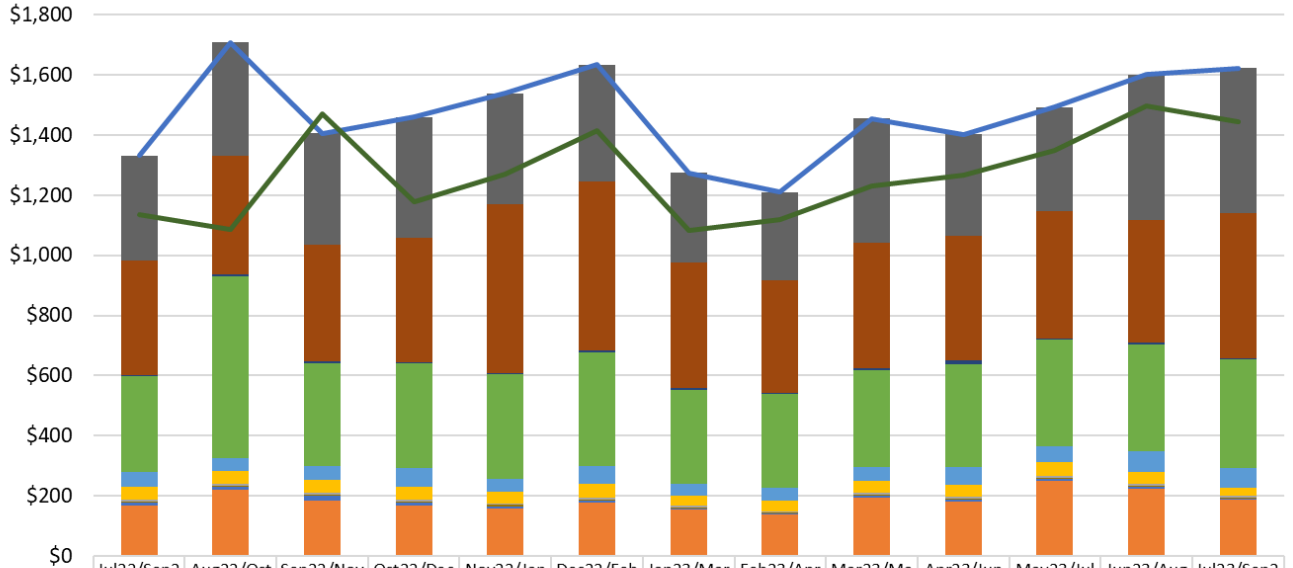
Monthly Sales Tax Update

September 2023 Receipts

Monthly Highlights (non-vehicle sales tax):

- There is a two-month delay between tax filing and receipts. As a statutory Town, the State collects sales tax on the Town's behalf and remits to the Town monthly.
- Total non-vehicle Sales Tax receipts for September 2023 (July filing month) was **\$1.623 million**, which exceeds the monthly budget of \$1.444 million by \$179k, or 12%.
- **\$22,079 (1.4%) increase** from August 2023 receipts (June filing month)
- **\$291K (22%) increase** compared to September 2022 receipts, mainly due to increased internet sales and growth in the Vista Ride/Hwy 7 and *All Others* zones.
- Excluding new and missing taxpayers, September sales tax receipts increased \$172K, or 15% compared to September 2022.

Non Vehicle Sales Tax Revenues by Month
Actual vs Budget
(in thousands)



	Jul22/Sep22	Aug22/Oct22	Sep22/Nov22	Oct22/Dec22	Nov22/Jan23	Dec22/Feb23	Jan23/Mar23	Feb23/Apr23	Mar23/May23	Apr23/June23	May23/July23	Jun23/Aug23	Jul23/Sept23
10 - All Others	\$349	\$378	\$370	\$401	\$369	\$390	\$300	\$292	\$413	\$337	\$346	\$484	\$482
09 - Internet Sales	\$382	\$395	\$387	\$415	\$560	\$560	\$416	\$374	\$416	\$415	\$423	\$408	\$482
08 - Erie - Other	\$3	\$5	\$7	\$4	\$5	\$9	\$5	\$4	\$8	\$14	\$4	\$7	\$6
07 - Vista Ridge/Hwy 7	\$320	\$605	\$340	\$346	\$349	\$376	\$312	\$313	\$323	\$342	\$353	\$356	\$359
06 - Historic Downtown Erie	\$46	\$42	\$47	\$63	\$40	\$59	\$40	\$42	\$46	\$57	\$55	\$66	\$66
05 - Erie Parkway	\$45	\$46	\$44	\$44	\$40	\$48	\$34	\$36	\$39	\$40	\$45	\$40	\$27
04 - Austin Industrial Park	\$6	\$5	\$6	\$6	\$6	\$7	\$6	\$5	\$5	\$7	\$6	\$7	\$6
03 - Airport	\$4	\$3	\$4	\$4	\$4	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3
02 - County Line Rd (North of Telleen)	\$8	\$9	\$14	\$9	\$7	\$6	\$5	\$4	\$6	\$7	\$8	\$7	\$5
01 - Arapahoe & 287	\$169	\$221	\$185	\$167	\$159	\$177	\$153	\$138	\$195	\$181	\$248	\$224	\$186
Non-Vehicle Sales Tax Total	\$1,332	\$1,709	\$1,405	\$1,459	\$1,538	\$1,635	\$1,274	\$1,210	\$1,454	\$1,402	\$1,493	\$1,601	\$1,623
Non-Vehicle Budgeted Sales Tax	\$1,134	\$1,087	\$1,471	\$1,178	\$1,269	\$1,414	\$1,083	\$1,119	\$1,231	\$1,266	\$1,349	\$1,498	\$1,444



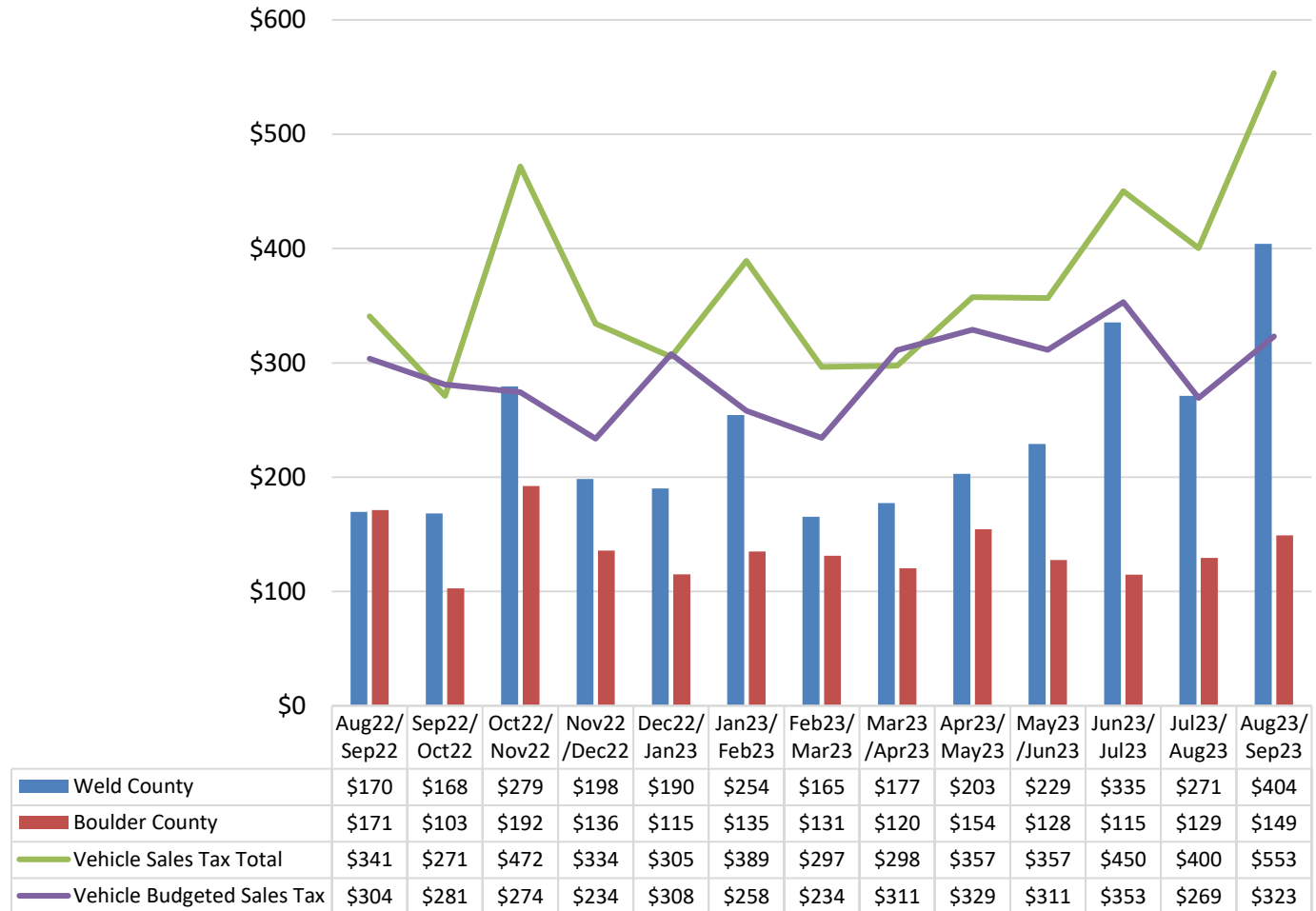
Monthly Sales Tax Update

September 2023 Receipts

Monthly Highlights (vehicle sales tax):

- Vehicle sales tax receipts have a one-month delay. The counties collect taxes and remit to the Town monthly.
- Total vehicle Sales Tax receipts for September 2023 (August sales) was **\$553K**, which is more than the monthly budget of \$323K by \$230K, or 71%.
- **\$153K (38%) increase** from August 2023 receipts (July sales).
- **\$213K (62%) increase** compared to September 2022 receipts.
- Total vehicle sales tax receipts YTD are **\$3.101 million**, which exceeds the monthly budget to date of \$2.390 million by \$712K, or 30%.
- The budget per month is based on monthly trends from the prior year.

Vehicle Sales Tax Revenues by Month
Actual vs Budget
(in thousands)

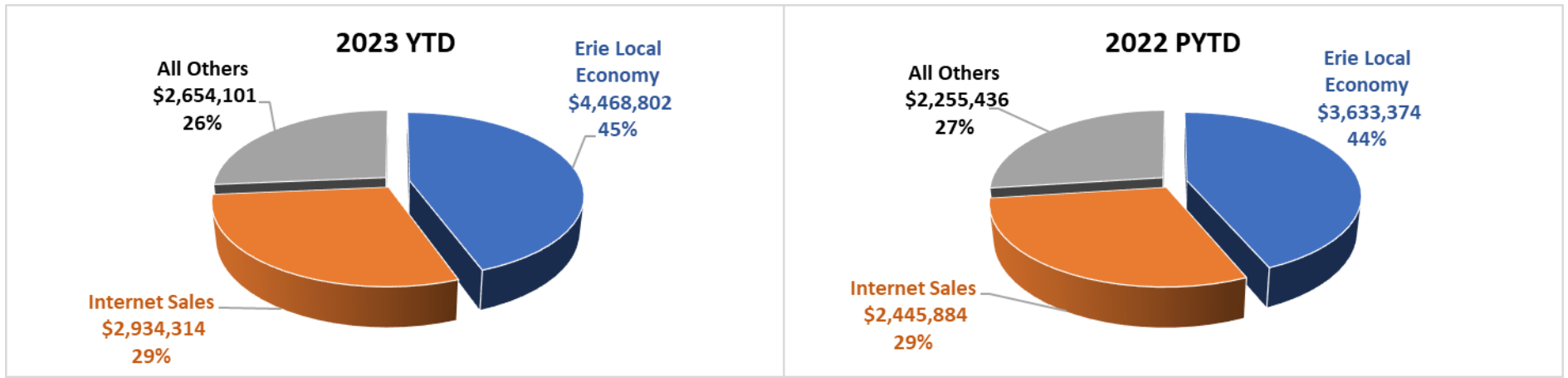




Monthly Sales Tax Update

September 2023 Receipts

Non-vehicle Sales tax breakdown by Local Economy vs. Others



- 45% of the total non-vehicle sales tax receipts as of September 2023 (July filing month) are generated from within Erie, compared to 44% during the same period in 2022.
- The “All Others” category includes sales tax generated from vendors outside of Erie, utilities, and cable companies. This category makes up 26% in September 2023, compared to 27% in 2022 mainly due to growth in the local economy.
- Internet sales continues to make up a significant portion of Erie’s total non-vehicle sales tax revenues. 29% of the 2023 non-vehicle tax receipts come from internet sales, remaining the same as 2022.
- Of the \$1.623 million of non-vehicle sales tax receipts in September, \$757,000 (47%) comes from the top 10 taxpayers, compared to \$546,000 (41%) in September 2022.
- Overall, we’ve seen an increase in the Erie local economy over the last year, and we expect it to continue to grow as more businesses come online such as King Soopers at Nine Mile.

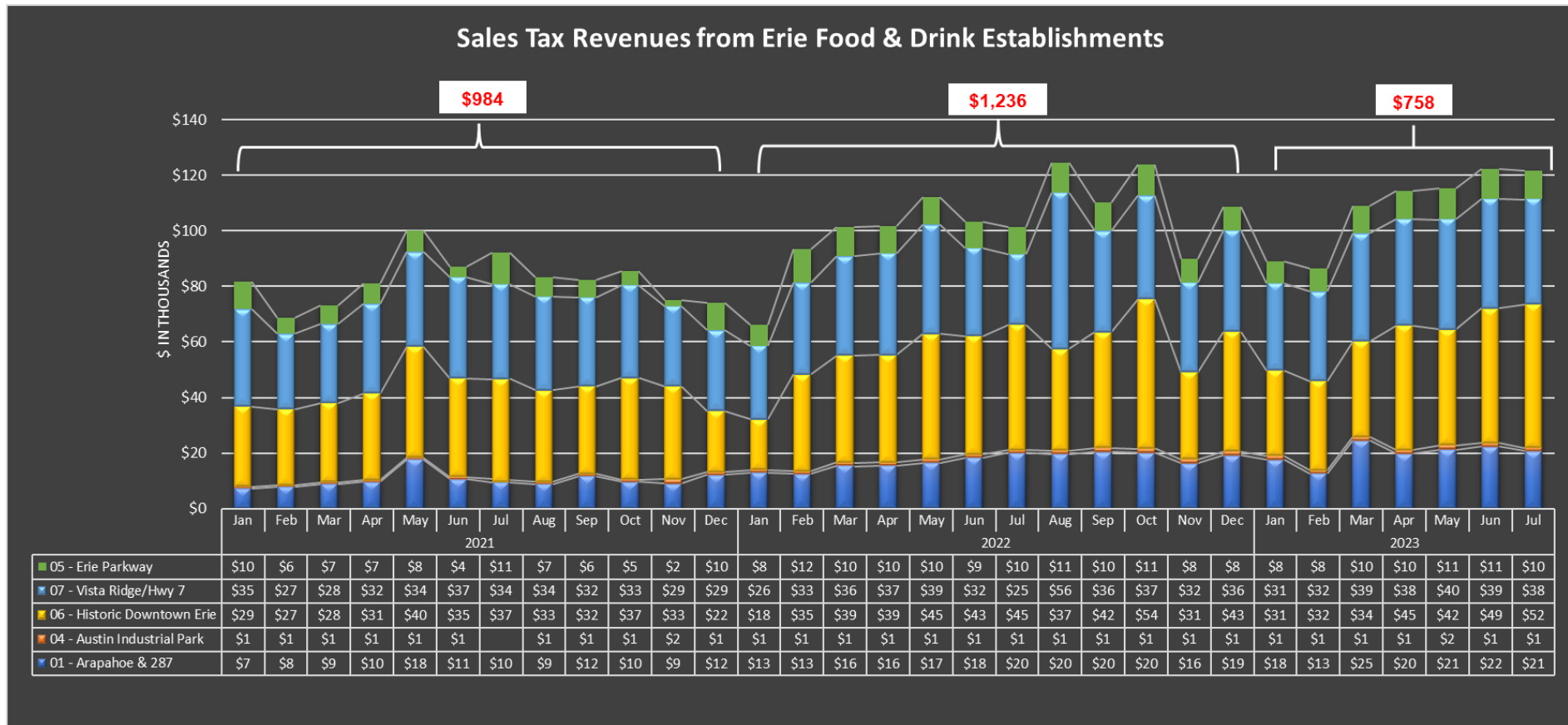


Monthly Sales Tax Update

September 2023 Receipts

Food and Drinks Establishments Sales tax breakdown by Economic Zone

Sales tax from food and drink establishments make up 17% of the non-vehicle sales tax generated from businesses within Erie and 8% of the total non-vehicle sales tax including internet and other sales. September 2023 sales tax receipts (July filing month) from these establishments are \$122,000, which is the same as the prior month and \$20,000 (24%) higher than September 2022 receipts.





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-503, **Version:** 1

SUBJECT: Staff Report
Planning & Development Monthly Report

DEPARTMENT: Planning & Development

PRESENTER: Sarah Nurmela AICP, Director of Planning & Development

STAFF RECOMMENDATION:
Informational Only

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Planning & Development Monthly Report includes updates from all divisions within the Planning & Development Department, including Planning, Building, Housing, and Transportation.

Updates and information include land use application and building permit activity as well as interdepartmental and intergovernmental efforts.

ATTACHMENT:

1. Planning & Development Monthly Report - October 2023

PLANNING & DEVELOPMENT MONTHLY REPORT

Review of September 2023

STAFF HIGHLIGHTS

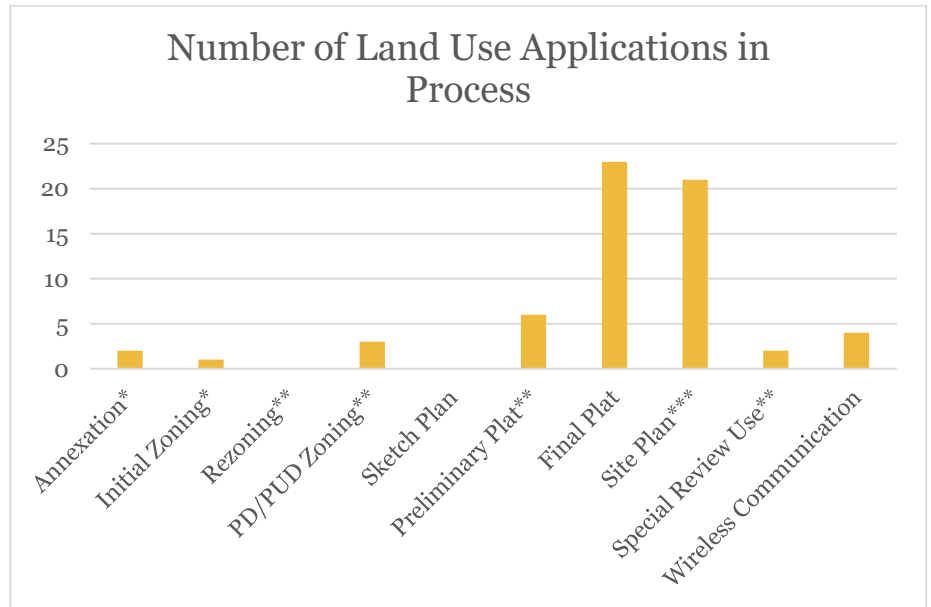
- Planning hired a new Strategic Planner that will start in October.
- Operations hired a Code Inspector position that will oversee compliance with Building Codes and the Unified Development Code.
- Building hired the Deputy Chief Building Official starting in October.
- Staff continues to work with consultants to develop the Erie Gateway PD.

PLANNING DIVISION

Current Planning

Land Use Applications

Planning had a total of 62 land use applications in process in September; the graph illustrates the breakdown of applications by type. The land use application project type details can be found in the Development Application List on the [Town website](#).



*BOT review ** PC & BOT review *** PC review – Projects 25,000 square feet or greater

Note: Land use applications for Sketch Plan, Site Plan (under 25,000 square feet) and Final Plat are approved administratively. Projects within a PD zone district also have an administrative approval depending on their specific land use requirements.

Pre-Application Meetings

In addition to the land use applications listed above, Planning staff also meets with potential developers in pre-application meetings to discuss a concept or idea for development. Planning provides guidance on Code requirements and what formal land use applications apply. In September 2023, the Planning staff held four Pre-application meetings for the following projects/properties:

1. **Erie Air Park:** 2580 S Main Street – Johnson Hanger Renovation
2. **Annexation:** 2497 & 2505 W I-25 Frontage Road Annexation
3. **Erie Air Park:** 2800 Airport Drive Tract E-3 & E-1 – Rezoning Conceptual Site Plan
4. **Erie Four Corners:** Toll Brothers – Single Family Dwellings

Strategic Planning

Elevate Erie

- Town staff continues to update the project’s Engage Erie webpage with relevant information, activities, and events.
- Planning staff continues to improve data, analysis, and maps for the Existing Conditions report.
- The visioning survey was completed, and staff will analyze the results in October in advance of scenario development.

Multi-Department Projects

Other Town departments and other jurisdictions rely on the participation of Planning staff in their projects. Below is a list of the projects Planning participated in during July 2023.

- **Economic Development**
 - **Downtown Improvements** – collaboration with Economic Development
 - **I-25 Erie Gateway South** – Leading Planned Development for Town property
 - **Town Center** – Collaboration with Economic Development
- **Interdepartmental**
 - Special District Policy implementation and reviews
 - Central Square software implementation
 - Capital Improvement Project Coordination
 - Public Art
 - Budget

BUILDING DIVISION

Building Activity

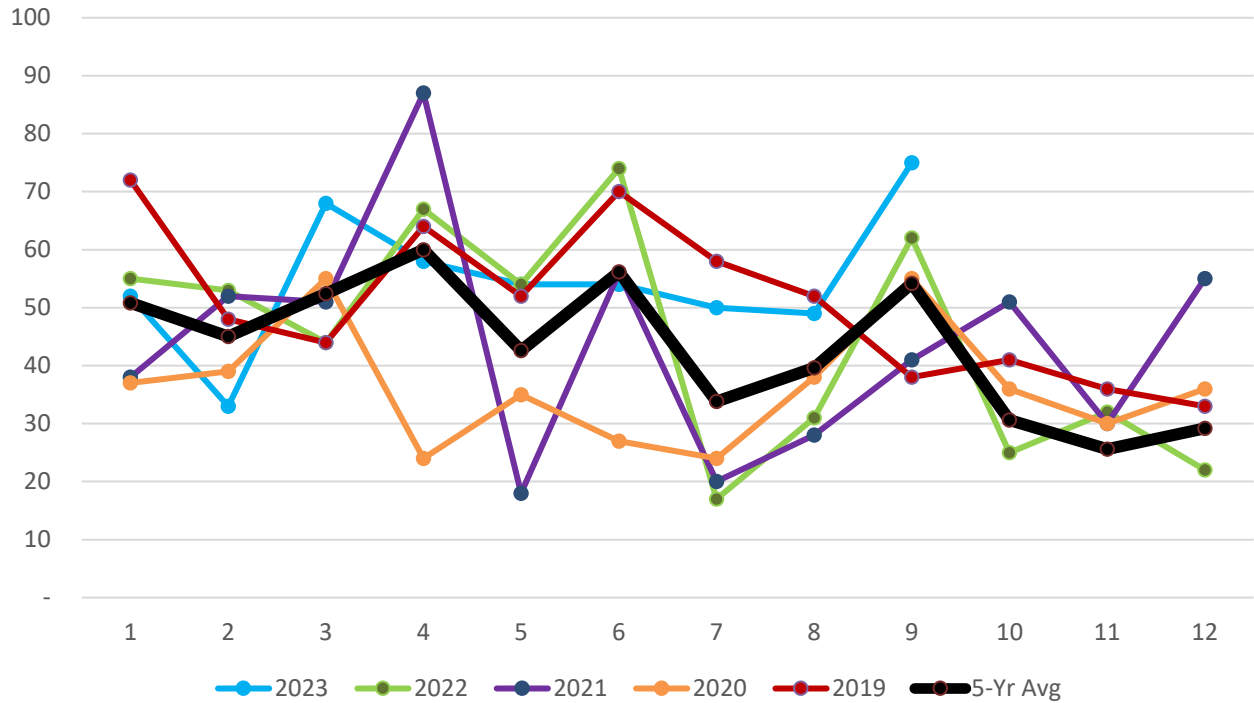
What's Going On

- The month of September saw a significant decrease in the number of re-roof permits issued from the previous month of August (540 compared to 1,460).
- Lead Building Inspector Richard Budnick and Building Official Ed Kotlinski met with a number of Morgan Hill and Erie Commons homeowners concerning the lack of response from Century Communities regarding concrete flatwork and/or cosmetic issues.
- Building Division staff participated in a Town Hall meeting on Sept. 21 for Morgan Hill and Erie Commons homeowners to voice their concerns directly to Century Communities representatives. Building Division staff compiled code applicable concerns and have, or will be, implementing improved building inspection policies and procedures.
- Joel Champagne, our new Deputy Building Official started Monday, Oct. 2. He will oversee the building inspection team and be responsible for managing inspection and plan review policies and procedures for continued improvement.

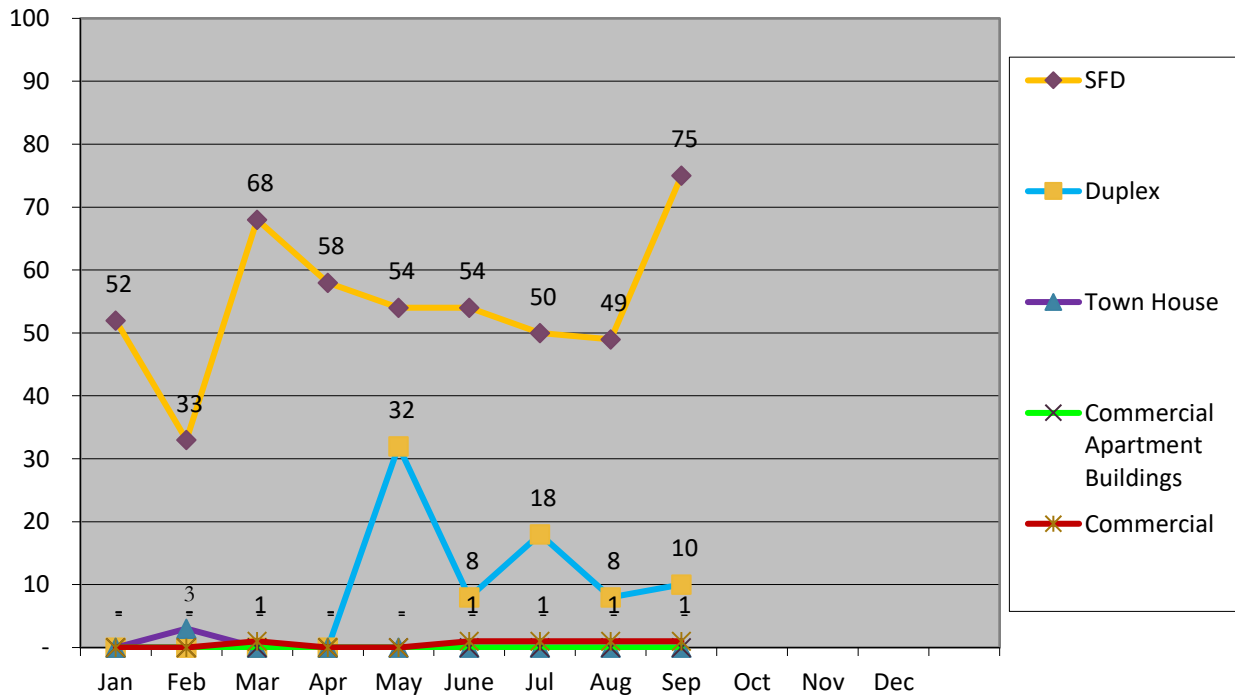
Projects in Support of other Town Departments

- Dale Ulmer works closely with Shumaila Hafeez, Local Business Administrator in Economic Development to assist with development and coordination of the certificate of occupancy and business license review and approval process.
- The Building division continues to work closely with the Sustainability division in Public Works to further develop code updates that bring the Town's development closer to net zero.

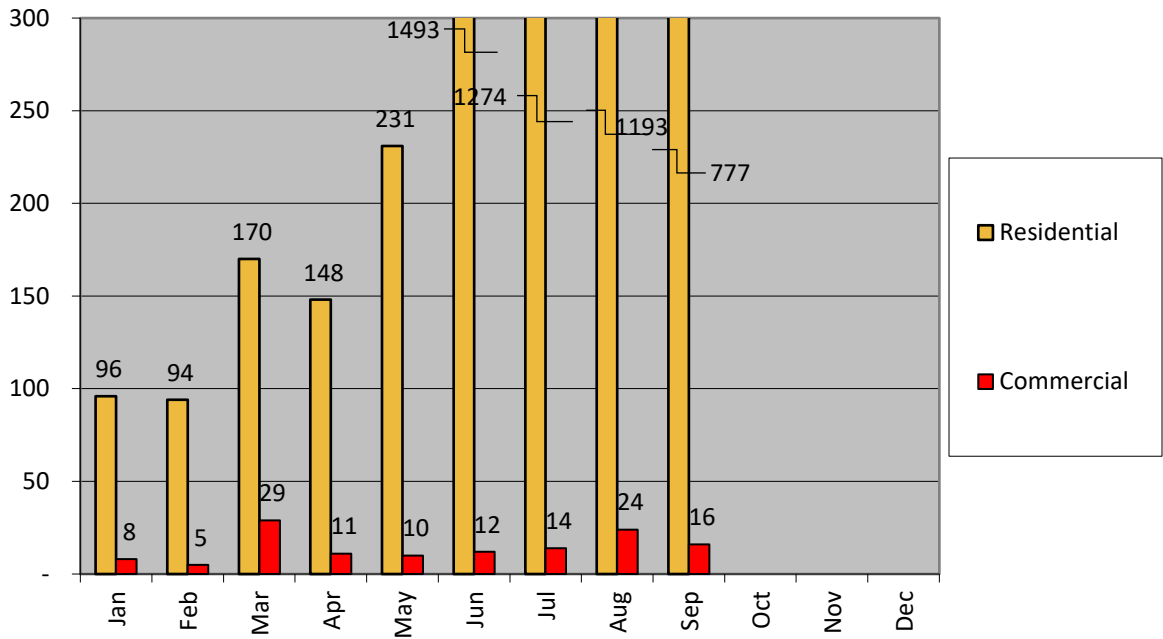
Single Family Detached New Construction Permits - 5 Year



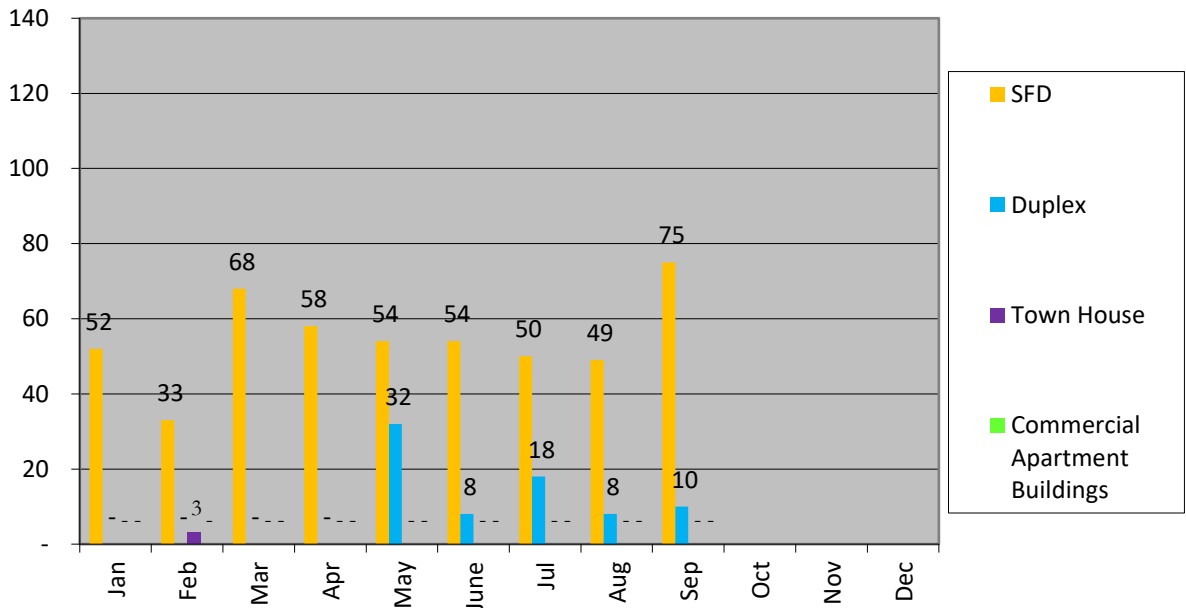
2023 SFD, Duplex, Townhouse, Apartments & Commercial Permits for New Construction



2023 Total All Other Permits



2023 Total New Dwelling Units



All Permit Types by Month

2023	Residential Permits*	Commercial Permits*	All Permit Types*	New Dwellings Permits
Jan	96	8	156	52
Feb	94	5	135	36
Mar	170	29	268	68
Apr	148	11	217	58
May	231	10	327	86
Jun	1,493	12	1,568	62
Jul	1,274	14	1,357	68
Aug	1,193	24	1,275	57
Sep	777	16	879	85
Oct				
Nov				
Dec				
TOTAL	5,476	129	6,182	572

* Includes: Mechanical, Electrical, Plumbing, Roofing, Decks, and Fence permits.

Detached Single Family New Construction Building Permit Trends

	2019	2020	2021	2022	2023	5-Yr. Avg	2023 Month to Avg	Cum Yr. to Avg
Jan	72	37	38	55	52	51	4	4
Feb	48	39	52	53	33	45	8	12
Mar	44	55	51	44	68	52	-8	4
Apr	64	24	87	67	58	60	7	11
May	52	35	18	54	54	43	11	22
Jun	70	27	56	74	54	56	-2	12
Jul	58	24	20	17	50	34	16	28
Aug	52	38	28	31	49	40	9	38
Sep	38	55	41	62	75	54	21	58
Oct	41	36	51	25	-	31		
Nov	36	30	30	32	-	26		
Dec	33	36	55	22	-	29		
TOTAL	608	436	527	536	493	520	-5	16

AFFORDABLE HOUSING DIVISION

In September, the Affordable Housing Division worked on the following items:

- **Inclusionary Housing Ordinance** – Staff is conducting research and discussions with neighboring jurisdictions’ housing and planning staff regarding their experience in implementing and managing the IHO process.
- **Cheesman Property** – Staff finalized the Letter of Intent with Vertikal Development who is planning a mix of townhomes and single-family detached homes on the 2.3 acres site. Their pre-application was submitted in September and staff are working through the details on this first project that will be processed under our new “fast track” permitting process for affordable housing. The Town of Erie was invited to apply for the Strong Communities Infrastructure Grant in support of this project (application is due in December 2023; awards in February 2024; and work can tentatively start in May 2024).
- **Page Property** – Staff continued to work with the Parks and Recreation Department to prepare for an October 2023 closing. Staff reached out to the University of Colorado Denver Masters of Urban and Regional Planning program to assist with assessment and conceptual planning on the site to serve both housing and open space/recreation needs. The letter of intent for Prop 123 Land Banking funds for the project was not accepted in the first round. Staff intends to submit again in the next round.
- **Vic Smith Property (800 High St)** – Staff are working with Brothers Redevelopment to explore additional senior and family housing on site. Erie assigned our Private Activity Bonds to CHFA last month to potentially support this project in the future.
- Completed the hiring of a Housing Management Analyst who will join the staff on Oct. 16.
- Participated in a presentation on Senior Housing Options at the Erie Community Center.
- Continued to work with colleagues in the Boulder County Regional Housing Partnership to:
 - Develop a funding request under the HUD Pathways to Reducing Obstacles to Affordable Housing Grant (due end of October)
 - Advance the IGA for assistance from City of Boulder for Affordable Housing Compliance Assistance (original IGA is being split into two IGAs for clarity).
- Identified potential legislative priorities as it relates to Affordable Housing.
- Toured Town of Lyons affordable housing developments with Town Administrator and Planning & Development Director

TRANSPORTATION DIVISION

- **RTD Service Area Boundary** - Four sections of the Town are not in RTD's Service Area Boundary. RTD provided staff with information on the annexation process for bringing these sections into the Service Area Boundary. The Town is moving forward with consideration of annexing these sections into the Service Area Boundary; the next step being a study session with the Board of Trustees.
- **Transportation internal structure** – Staff held a kick-off meeting with consultant team to develop a clear structure for transportation planning and implementation within the Town. Project will be completed in December with recommendations for the Transportation Division.
- **Neighborhood Speed Management Program** - Formulated a focus group consisting of about 10 residents to run a series of focus group meetings through the end of the year.
- **Flex Ride Service** – The Town did not receive the RTD partnership grant for the service. The concerns with gaps in the Service Area Boundary stated as a reason for not being selected. The Town will continue Flex Ride Service without this grant. A focus group will be created as part of the flex ride service plan development. The flex ride RFP for a transit provider is in development.
- **Cross Sections Standards and Specs** – Kicked off process with Fehr * Peers as the consultant to update standards & specs in concert with Public Works department.
- **Vista Parkway Roundabout Safety Improvements** – Consultant provided scope and fee for this project. The Town is reviewing the scope and fee before moving onto contracting.
- **County Line Road Safety Improvements** – Staff provided comments on 50% design plans.
- **Briggs Street at Circle K** – Circle K agreed to installing a median on Briggs between Erie Parkway and Ambrose Street to prevent illegal left turns out of Circle K access.

Division Leads

Lisa Ritchie - Planning

Ed Kotlinksi – Building

MJ Adams – Affordable Housing

Miguel Aguilar - Transportation





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Board of Trustees

Board Meeting Date: 10/24/2023

File #: 23-532, Version: 1

SUBJECT:

EXECUTIVE SESSION to hold a conference with the Town's litigation counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding the Town's litigation with AIG, and for the purposes of discussion of a personnel matter not involving any specific employees who have requested discussion of the matter in open session, any member of this body or any elected official, the appointment of any person to fill an office of this body or of an elected official, or personnel policies that do not require the discussion of matters personal to particular employees, pursuant to C.R.S. § 24-6-402(4)(f), concerning the Town Administrator.

DEPARTMENT: Administration

PRESENTER(S):

TIME ESTIMATE: 50 minutes

Second Amendment to Construction Manager at Risk Contract
(Town Hall Expansion (P22-517))

This Second Amendment to Construction Manager at Risk Contract (the "Second 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 Fransen Pittman Construction, an independent contractor with a principal place of business at 522 Main Street Windsor, CO ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on September 12, 2023, the Parties entered into a Construction Manager at Risk Contract (the "Contract");

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

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

1. Section 4.01 of the Contract is hereby amended by the addition of new subsections D.1. to read as follows:

4.01 For Construction Phase Services:

D. In full consideration of Contractor's need to execute Earthwork and Utility Subcontractor agreements to maintain project schedule, and early procurement of Elevator and electrical safety Equipment during the Construction Phase of this Contract, Owner will pay to Contractor \$1,199,207. Amount is based on Bid Package 3a proposal from Fransen Pittman dated October 3rd, 2023.

1. Cost of work for Bid Package 3a is based on 100% construction documents dated September 15, 2023 from Wold Architects

The contract will be amended at a later date, following Contractor submission of BP-03b proposal based on 100% construction document completion and after development of a mutually agreed upon GMP.

2. Section 8.01.A.10. of the Contract is hereby amended by the addition of new subsections p,q,r,s,and t, to read as follows:

10. Contractor Bid Package 3a Exhibits which are not attached hereto:

- p. Exhibit A.3a – BP3a Executive Summary
- q. Exhibit C.3a – Bid Package Buyout Summary
- r. Exhibit D.3a – 100% CD Drawings & Specifications Index

- s. Exhibit E.3a – BP3a Clarifications
- t. Exhibit H.3a – Recommended Subcontractors

3. Compensation. Article 4 to the Contract is hereby amended to increase the maximum amount of compensation to \$5,563,945 allocated as follows

Original Contract Amount:	\$1,380,762
1 st Amendment:	\$2,983,976
2 nd Amendment:	\$1,199,207
Total New Contract Amount:	\$5,563,945

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

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

Town of Erie, Colorado

Justin Brooks, Mayor

Attest:

Debbie Stamp, Town Clerk

Fransen Pittman Construction

DocuSigned by:
Josh Davis

08D28C6DA3E44B2...
Josh Davis

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2023, by Fransen Pittman Construction.

My commission expires:

(Seal)

Notary Public

Agreement for Professional Services

(Construction Management Services for County Line Road Roadway Improvements)

This Agreement for Professional 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 RockSol Consulting Group, Inc., an independent contractor with a principal place of business at 12076 Grant Street, Thornton, CO 80241 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

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

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

I. Scope of Services

A. 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, and known as: Construction Management Services for County Line Road Roadway Improvements.

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 and Termination

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

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially

breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$289,555.00, which includes a base amount of \$257,382.20 and a contingency of \$32,172.80. The contingency amount will only be paid upon the Town's approval. The not-to-exceed amount shall include all fees, costs and expenses incurred by Contractor. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

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

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

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

D. 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 the Work Product 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, CDOT and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

A. 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 reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of 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; provided that Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to 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 Agreement, the extent of Contractor's obligation to 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 between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall provide administration for inspecting and testing services.
- Contractor shall provide CDOT file keeping and requests for reimbursement.
- Contractor shall provide Bid Phase services.
- Contractor shall conduct preconstruction and bi-weekly construction meetings.
- Contractor shall provide Construction management.
- Contractor shall provide quantity and item tracking.
- Contractor shall provide utility coordination.
- Contractor shall provide assistance with permits and clearances.

Contractor's Deliverables

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

Minutes to meetings.

Inspection reports.

Daily logs and diaries.

Correspondence pertinent to the project.

All required paperwork and forms for CDOT.

Certificate Of Completion

Envelope Id: E65D49D1BBC047F19AF40DB857BFC23F	Status: Completed
Subject: Complete with DocuSign: PSA for Construction Management.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Lyndsy Willette
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	lwillette@erieco.gov
	IP Address: 50.206.104.130

Record Tracking

Status: Original	Holder: Lyndsy Willette	Location: DocuSign
10/4/2023 5:24:06 PM	lwillette@erieco.gov	

Signer Events

Saeid Saeb
 saeb@rocksol.com
 Saeid Saeb, President
 RockSol Consulting Group, Inc.
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 4C62D458CC1B4CF...
 Signature Adoption: Drawn on Device
 Using IP Address: 65.153.243.130
 Signed using mobile

Timestamp

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 Signed: 10/5/2023 9:54:29 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

Wendi Palmer
 wpalmer@erieco.gov
 Civil Engineer III
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/5/2023 9:54:30 AM
 Viewed: 10/5/2023 10:17:35 AM

Electronic Record and Signature Disclosure:
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 ID: f97d77ff-376e-41fa-995d-b28a99382c41

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Certified Delivered	Security Checked	10/5/2023 8:26:24 AM
Signing Complete	Security Checked	10/5/2023 9:54:29 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	10/5/2023 9:54:30 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.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- 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.