



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, March 25, 2025

6:30 PM

Council Chambers

[Link to Watch or Comment Virtually: https://bit.ly/TC2025-4thTuesday](https://bit.ly/TC2025-4thTuesday)

I. Call Meeting to Order and Pledge of Allegiance

6:30 p.m.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

6:30-6:35 p.m.

[25-128](#)

Approval of the March 11, 2025 Town Council Meeting Minutes

Attachments:

[03-11-2025 Council Minutes](#)

[25-176](#)

Earth Week Proclamation; Sponsored by Council Member Pesaramelli

Attachments:

[Town of Erie Earth Week Proclamation 2025](#)

[Arbor & Earth Day 2025 Flyer](#)

[25-108](#)

Arbor Day Proclamation, Sponsor Council Member Brian O'Connor

Attachments:

[Arbor Day Proclamation](#)

[25-175](#)

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

Sponsors:

Public Works

Attachments:

[Resolution 25-056](#)

[Sixth Amendment](#)

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

6:35-6:45 p.m.

(This agenda item provides the public an opportunity to discuss items that are not on the

agenda or consent agenda items only. The Town Council is not prepared to decide on matters brought up at this time, but if warranted, will place them on a future agenda.)

VI. General Business

[25-007](#) Child Abuse Prevention Month and Crime Victims' Rights Week April 6-12, 2025 Proclamation; Sponsor Council Member Dan Hoback

Attachments: [Proclamation](#)

6:45-6:50 p.m.

Presenter(s): *Lee Mathis, Chief*
Dan Hoback, Sponsor Council Member

[25-194](#) Staff Retirement Proclamation, Sponsor Brian O'Connor, Council Member

Attachments: [Amy Teetzel Proclamation](#)

6:50-6:55 p.m.

Presenter(s): *Melissa Wiley, Deputy Town Manager*
Brian O'Connor, Sponsor

[25-121](#) Presentation of 90 Second Celebration Video

6:55-7:00 p.m.

Presenter(s): *Melissa Wiley, Deputy Town Manager*

[25-172](#) A Resolution of the Town Council of the Town of Erie Approving the Third Amendment of the Professional Services Agreement with Sanbell-Rocky Mountain (previously Engineering, Inc., d/b/a Sanderson Stewart) for County Line Road - Erie Parkway to Austin Avenue

Attachments: [Resolution 25-053](#)

[Contract Addendum](#)

[Vicinity Map](#)

7:00-7:05 p.m.

Presenter(s): *David Pasic, Director of Public Works*
Jonathan Williams, Civil Engineer

[25-147](#) A Resolution of the Town Council of the Town of Erie Approving a Joint Funding Agreement for the Xcel Off-site Distribution Line Extension

Attachments: [Resolution 25-048](#)

[Xcel Joint Funding Agreement](#)

[Vicinity Map](#)

7:05-7:10 p.m.

Presenter(s): *Malcolm Fleming, Town Manager*
Patrick Hammer, Deputy Town Manager

[25-190](#) CO-Create Erie (Formerly Erie Makerspace) - 2025 Action Plan Presentation

Attachments: [Presentation](#)

7:10-7:25 p.m.

*Presenter(s): Karen Hofmeister, President, Co-Create Erie
Julia Thomas-Glennon, Vice President, Co-Create Erie
Carter Schultz, Consultant and Technical Advisor*

[25-199](#) Presentation: Airport Economic Development Advisory Board 1st Biannual Report

Attachments: [AEDAB 032525 Presentaion](#)

7:25-7:40 p.m.

Presenter(s): Paul Houghtaling, Airport Economic Development Advisory Board Chair

[25-196](#) Presentation: Historic Preservation Advisory Board 1st Biannual Report

Attachments: [Erie Town Council March 2025 Semi-Annual Presentation](#)

7:40-7:55 p.m.

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

[25-197](#) Presentation: Open Space and Trails Advisory Board 1st Biannual Report

Attachments: [OSTAB Biannual Status Report 2025 Mar](#)

7:55-8:10 p.m.

Presenter(s): David Tazik, Open Space and Trails Advisory Board Member

[25-200](#) Presentation: Sustainability Advisory Board 1st Biannual Report

Attachments: [March 2025 SAB Town Council Presentation](#)

8:10-8:25 p.m.

Presenter(s): Justin Benore, Sustainability Advisory Board Chair

[25-198](#) Presentation: Planning Commission 1st Biannual Report

Attachments: [PC Mar2025 Presentation](#)

8:25-8:40 p.m.

Presenter(s): Tim Burns, Planning Commission Chair

[25-195](#) Presentation: Tree Advisory Board 1st Biannual Report

Attachments: [2025-March-TAB Biannual Presentation](#)

8:40-8:55 p.m.

Presenter(s): Patricia O'Donnell, Tree Advisory Board Member

VII. Staff Reports

Information Only

[25-177](#) Planning & Development Monthly Report - February 2025

Attachments: [Planning & Development Monthly Report - February 2025](#)

[25-151](#) Environmental Services Monthly Report - February 2025

Attachments: [Environmental Services Monthly Report - Feb 2025](#)

[25-178](#)

Police Department Annual Report - 2024

VIII. Council Member Reports and Announcements*8:55-9:10 p.m.***IX. Executive Session**[25-208](#)

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

*9:10-9:40 p.m.***X. Adjournment***9:40 p.m.*

(The Town Council's Goal is that all meetings be adjourned by 10:30pm. An agenda check will be conducted at or about 10:00 p.m., and no later than at the end of the first item finished after 10:00 p.m. Items not completed prior to adjournment will generally be taken up at the next regular meeting.)



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-128, **Version:** 1

SUBJECT:

Approval of the March 11, 2025 Town Council Meeting Minutes

DEPARTMENT: Administration

PRESENTER(S): Debbie Stamp, Town Clerk

STAFF RECOMMENDATION:

Approve the minutes from the March 11, 2025 Town Council Meeting.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Effective Governance

ATTACHMENT(S):

1. 03-11-2025 Council Minutes



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, March 11, 2025

6:30 PM

Council Chambers

Link to Watch or Comment Virtually: <https://bit.ly/TC2025-2ndTuesday>

I. Call Meeting to Order and Pledge of Allegiance

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

II. Roll Call

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

III. Approval of the Agenda

Mayor Moore asked that Item 25-161; A Proclamation proclaiming March 2025 as the 23rd Annual March for Meals Month be moved to General Business.

Council Member Hoback made a motion to approve the amended Agenda. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 6:33 p.m.

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

IV. Consent Agenda

[25-126](#) Approval of the February 18, 2025 Special Town Council Meeting Minutes

Attachments: [02-18-2025 Special Council Meeting Minutes](#)

[25-127](#) Approval of the February 25, 2025 Town Council Meeting Minutes

Attachments: [02-25-2025 Council Minutes](#)

[25-075](#) A Resolution of the Town Council of the Town of Erie Approving the First Amendment to the Pre-Development Agreement for North Westerly and Accepting Easements as Shown on the North Westerly Minor

Subdivision

Attachments: [Resolution 25-047](#)

[First Amendment to the Pre-Development Agreement \(North Westerly\)](#)
[North Westerly Minor Subdivision](#)

[25-149](#)

An Ordinance of the Town Council of the Town of Erie Approving the Transfer of Real Property from North Westerly Owner, LLC to the Town

Attachments: [Ordinance 007-25](#)

[25-105](#)

A Resolution of the Town Council of the Town of Erie Approving a Grant Agreement with Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics for Erie Municipal Airport Improvements

Attachments: [Resolution 25-041](#)

[CDOT Grant Agreement](#)

[25-150](#)

A Resolution of the Town Council of the Town of Erie Appointing Taylor Thomson to the Tree Advisory Board

Attachments: [Resolution 25-049- Appointing Taylor Thomson to the Tree Advisory Board](#)

[Taylor Thomson Application](#)

Mayor Pro Tem Bell made a motion to approve the Consent Agenda. Council Member Baer seconded the motion. The motion passed by the following vote at 6:33 p.m.

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

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

Mayor Moore read the Public Comment rules and opened Public Comment at 6:35 p.m.

The following spoke:

1. Christine Hackett Eisenberg spoke about Council providing clarification on terminology.
2. Elliot Pridgeon spoke about the Morgan Hill Neighborhood Park.
3. Shannon Taylor spoke about the Morgan Hill Neighborhood Park.
4. Luna Collins spoke about the Meals on Wheels program.

5. Sara Loflin spoke about the Villages at Coal Creek.
6. DeWayne Drummond spoke about lack of transparency and handling of critical matters.

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

VI. General Business

[25-119](#) Women's History Month Proclamation

Attachments: [Proclamation](#)

Council Member Baer read the proclamation at 6:46 p.m.

[25-161](#) A Proclamation proclaiming March 2025 as the 23rd Annual March for Meals Month sponsored by Mayor Moore

Attachments: [2025 Meals on Wheels Proclamation](#)

Mayor Moore requested that this item be moved to General Business. Mayor Moore read the proclamation at 6:52 p.m.

[25-098](#) PUBLIC HEARING ON: An Ordinance of the Town Council of the Town of Erie Annexing to the Town the Real Property Known as the Erie West Annexation and Zoning the Property as Agricultural Holding

Attachments: [Staff Report](#)
[Staff Presentation](#)
[Ordinance No. 006-2025](#)
[Annexation Maps](#)
[Public Notices](#)

Mayor Moore opened the Public Hearing at 6:55 p.m.

Kelly Driscoll, Planning Manager, presented the item at 6:58 p.m.

The following spoke:

1. Lisa Langer
2. Sindy Lindow

Mayor Moore closed the Public Hearing at 7:08 p.m.

Council Member Baer made a motion to approve Ordinance 006-2025. Council Member O'Connor seconded the motion. The motion passed by the following vote at 7:08 p.m.

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

[25-091](#)

A Resolution of the Town Council of the Town of Erie Approving the Third Amendment to Professional Services Agreement with Wold Architects and Engineers for the Design of the Town Hall Expansion Project

Attachments: [Resolution 25-050](#)
[Amendment](#)

Council Member Hoback made a motion to approve Resolution 25-050. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 7:19 p.m.

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

[25-016](#)

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

Attachments: [Resolution 25-043](#)
[Fifth Amendment to Lease Agreement](#)
[Lease Agreement 12-12-2023](#)

Todd Fessenden, Utilities Director presented the item at 7:23 p.m.

Mayor Pro Tem Bell made a motion to approve Resolution 25-043. Council Member O'Connor seconded the motion. The motion passed by the following vote at 7:29 p.m.

Ayes 6 - Mayor Moore
 Mayor Pro Tem Bell
 Council Member O'Connor
 Council Member Baer
 Council Member Mortellaro
 Council Member Hoback

Nayes 1 - Council Member Pesaramelli

[25-092](#)

A Resolution of the Town Council of the Town of Erie Approving the First Amendment to Professional Services Agreement with Felsburg Holt & Ullevig for the Colliers Hill Historic Downtown Erie Connection

Attachments: [Resolution 25-042](#)

[Professional Services Agreement](#)

[Vicinity map](#)

David Pasic, Public Works Director, presented the item at 7:30 p.m.

Council Member Baer made a motion to approve Resolution 25-042. Council Member O'Connor seconded the motion. The motion passed by the following vote at 7:45 p.m.

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

[25-117](#)

A Resolution of the Town Council of the Town of Erie Approving the First Amendment to the Development Agreement for Lot 1, Erie Airpark Replat D

Attachments: [Resolution No. 25-046](#)

[First Amendment to Development Agreement for Lot 1, Erie Airpark](#)

[Replat D](#)

[Original recorded Development Agreement](#)

Chris LaRue, Principal Planner, presented the item at 7:45 p.m.

Mayor Pro Tem Bell made a motion to approve Resolution 25-046. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 9:00 p.m.

Ayes 6 - Mayor Moore
 Mayor Pro Tem Bell
 Council Member O'Connor
 Council Member Baer
 Council Member Mortellaro
 Council Member Hoback

Nayes 1 - Council Member Pesaramelli

[25-058](#)

A Resolution of the Town Council of the Town of Erie Approving an Amendment to the Town's Standards and Specifications for Design and Construction of Public Improvements to Include Transportation Standards

Attachments: [Resolution 25-040](#)

[Presentation](#)

[TAC Review](#)

[Updated Sections](#)

[Updated Details](#)

John Firouzi, Transportation and Mobility Manager, and David Pasic, Public Works Director, presented the item at 9:00 p.m.

Council Member Mortellaro made a motion to approve Resolution 25-040. Council Member Baer seconded the motion. The motion passed by the following vote at 8:58 p.m.

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

25-167 Economic Incentives Overview Presentation

Attachments: [Staff Presentation](#)
[Town of Erie Revitalization Incentive Grant Program](#)
[Town of Erie Enhanced Sales Tax Incentive Program](#)
[Town of Erie Special District Review Policy](#)

Mayor Moore asked to postpone this item to a later date.

25-115 PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Approving the Summerfield Preliminary Plat No. 2 with Conditions

Attachments: [Resolution 25-045](#)
[PC Resolution 25-01](#)
[Staff Report](#)
[Staff Presentation](#)
[Applicant Presentation](#)
[Proposed Summerfield Preliminary Plat No. 2 Exhibit](#)
[Recorded Summerfield Planned Development 2013](#)
[Recorded Annexation Agreement 2013](#)
[Application & Narrative](#)
[Applicant Materials I](#)
[Applicant Materials II](#)
[Applicant Materials III](#)
[Applicant Materials IV - CDs & Landscaping.pdf](#)
[Total Combined DRT Comments](#)
[Neighborhood Meeting Information](#)
[Public Hearing Notices](#)

Mayor Moore opened the Public Hearing at 9:31 p.m.

Chris LaRue, Principal Planner, presented the item at 9:11 p.m.

With no speakers, Mayor Moore closed the Public Hearing at 10:01 p.m.

Mayor Pro Tem Bell made a motion to approve Resolution 25-045. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 11:10 p.m.

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

VII. Staff Reports

[25-107](#) Bi-Monthly Vector Air Airport Report

Attachments: [Report](#)

VIII. Council Member Reports and Announcements

Council Members spoke about Erie High School's production of Into the Woods, Colon Cancer Awareness Month, Democracy Day, EYC (Erie Youth for Change) hosted TechFest with Active Adults, Coffee with Council Member Baer, Polar Plunge on April 5th - PD has challenged City of Boulder and Boulder County, meeting with the Erie Chamber, CEO Roundtable that BizWest puts on, and talking about Capital Improvements on Thursday, March 13th Special Study Session.

IX. Executive Session

Mayor Pro Tem Bell made a motion to go into Executive Session. Council Member Baer seconded the motion. The motion passed by the following vote at 11:27 p.m.

Mayor Moore announced that the meeting would adjourn at the end of the Executive Session.

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

[25-182](#) Executive Session: (1) To hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct

negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding the disconnection of certain real property from the Town; and

(2) to hold a conference with the Town's oil and gas counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), for which a topic cannot be disclosed without compromising the purpose of the executive session; and

(3) To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) and 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, and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), concerning the Town Manager's evaluation and contract.

X. Adjournment

Approved _____
Mayor

Attest _____
Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-176, **Version:** 1

SUBJECT:

Earth Week Proclamation; Sponsored by Council Member Pesaramelli

DEPARTMENT: Environmental Services

PRESENTER(S): Sponsor, Councilor Amil Pesaramelli
Eryka Thorley, Sustainability Division Manager

FISCAL SUMMARY: N/A

STAFF RECOMMENDATION:

Adopt proclamation.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Earth Day - Tuesday April 22, 2025 - marks the 55th anniversary of what has been considered the birth of the environmental movement. The first Earth Day in 1970 capitalized on an emerging consciousness and public awareness of environmental concerns. For 55 years, Earth Day has inspired and mobilized individuals and organizations across the world to demonstrate their commitment to environmental protection and sustainability.

The Town of Erie is celebrating Earth Week 2025 from April 20-26. Staff and the Sustainability Advisory Board invite residents, businesses, and HOAs to share in Earth Week celebrations and challenges throughout the week and attend the in-person celebration at the joint Arbor Day/Earth Day event on April 26 from 10 a.m. to 1 p.m. at Eire Community Park's Post Pavilion.

On behalf of the Sustainability Advisory Board and the Town of Erie staff, we ask the Twon Council to proclaim April 20-26, 2025, as Earth Week in the Town of Erie.

COUNCIL PRIORITIES ADDRESSED:

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

File #: 25-176, **Version:** 1

- ✓ Environmentally Sustainable
- ✓ Fiscally Responsible

ATTACHMENT(S):

1. Town of Erie Earth Week Proclamation 2025
2. Arbor & Earth Day Flyer 2025



EARTH WEEK PROCLAMATION

WHEREAS, the first Earth Day was celebrated on April 22, 1970, to inspire environmental awareness and encourage conservation, protection, and appreciation of our rich and diverse natural resources; and

WHEREAS, this 55th Earth Day is themed *Our Power, Our Planet*, encouraging people around the world to unite behind renewable energy and transition away from fossil fuels; and

WHEREAS, human life depends on the earth's and one another's well-being, and each of us is responsible for safeguarding the environment; and

WHEREAS, 2024 was the hottest year on record since records began in 1850 with more than half of 2024 above the 1.5C warming threshold identified by the Intergovernmental Panel on Climate Change (IPCC) who continues to call for significantly and quickly reducing global greenhouse gas (GHG) emissions to avoid the most catastrophic impacts of climate disruption; and

WHEREAS, depending on our consumption, travel, design, eating, and other choices, we can either contribute to negative environmental and social impacts, or help create a more secure, sustainable, healthier, safer, and more equitable nation and world; and

WHEREAS, we can all learn more about the environment and climate consequences of our actions and make choices that contribute to a better and more equitable future for everyone.

NOW, THEREFORE, I, Anil Pesaramelli, Erie Town Council Member, on behalf of Andrew J. Moore, Mayor of the Town of Erie, do hereby proclaim April 20, 2025, through April 26, 2025, as Earth Week in the Town of Erie. I urge Town residents to learn more, take individual action, and work together to protect and preserve our air, land and water, and each person's right to a healthy environment.

DATED THIS 25th DAY OF MARCH, 2025

Andrew J. Moore, Mayor

ATTEST:

Debbie Stamp, Town Clerk



Celebration of Erie's Arbor Day/Earth Day



Presented by Town of Erie staff, the Tree Advisory Board, and the Sustainability Advisory Board

Saturday, April 26 • 10 a.m. - 1 p.m.
Erie Community Park | 450 Powers Street

At The Post Shelter - *adjacent to basketball courts*


In the event of inclement weather, the event will be moved indoors to the Erie Community Library.

Activities Include:

- 27th Arbor Day Anniversary Recognition
- 55th Annual Earth Day Celebration: Our Power, Our Planet
- Private & Municipal Arborists
- Kids Activities
- 5th Grade Poster Contest Winners Announced
- Local Nursery Vendors
- Local Solar & Electrification Vendors
- Tree Planting Demonstration
- Raffle, Prizes, Food Trucks, and More!



Event Details

For additional event information, please visit
 erieco.gov/ArborAndEarthDay



Enter to Win
Tree Drawing 17



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-108, **Version:** 1

SUBJECT:

Arbor Day Proclamation, Sponsor Council Member Brian O'Connor

DEPARTMENT: Parks & Recreation

PRESENTER: Luke Bolinger, Director of Parks & Recreation

STAFF RECOMMENDATION:

On behalf of the Tree Board and the Parks & Recreation Department, staff requests the Town Council to proclaim April 26, 2025, as Arbor Day in the Town of Erie.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Arbor Day was originally started in Nebraska by J. Sterling Morton in 1872, whose vision helped transform a treeless plain into a landscape with millions of trees statewide. Other states soon followed with Arbor proclamations, and by the 1880's schools were celebrating the event nationwide.

The Town plans to celebrate its 27th Arbor Day Celebration on April 26. The Town and the Erie Tree Board invite residents to share in the celebration which will be held from 10 a.m.-1 p.m. at Erie Community Park. Planned activities include tree planting, tree giveaways, activities for children, prizes, food trucks, and educational information.

On behalf of the Tree Board and the Parks & Recreation Department, we request that the Town Council proclaim April 26 as Arbor Day in the Town of Erie.

COUNCIL PRIORITY(S) ADDRESSED:

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

ATTACHMENT:

1. Arbor Day Proclamation



ARBOR DAY PROCLAMATION

WHEREAS, the Town of Erie trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, product oxygen and provide habitat for wildlife; and

WHEREAS, the Town of Erie trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, the trees planted in our town increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, the trees, wherever they are planted, are a source of joy and renewal; and

WHEREAS, the Town of Erie has been recognized as a "Tree City U.S.A" by the National Arbor Day Foundation.

NOW, therefore, I, Brian O'Connor, on behalf of Andrew J. Moore, Mayor of the Town of Erie, do hereby proclaim April 26, 2025, to be Arbor Day in the Town of Erie
do hereby proclaim April 26, 2025, to be Arbor Day in the Town of Erie.

DATED THIS 25th DAY OF MARCH, 2025

Andrew J. Moore, Mayor

ATTEST:

Debbie Stamp, Deputy Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-175, **Version:** 1

SUBJECT: Consent Agenda

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

DEPARTMENT: Public Works/Utilities

PRESENTERS: David Pasic, Public Works Director
Todd Fessenden, Utilities Director
Wendi Palmer, Civil Engineer

FISCAL SUMMARY:

Cost as Recommended:	\$250,000
Balance Available:	\$250,000
Budget Line Item Number:	520-75-110-605000-100181
New Appropriation Required:	No

POLICY ISSUES:

The Town has partnered with Urban Drainage and Flood Control District (UDFCD) D/B/A Mile High Flood District (MHFD) on multiple drainage and flood control projects that help reduce the potential for flood damage in Erie. After a project is jointly constructed it will qualify for maintenance assistance from MHFD.

STAFF RECOMMENDATION:

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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

MHFD, established by the Colorado legislature in 1969, assists local governments with multi-jurisdictional flood control efforts. The Boulder County portion of Erie falls within MHFD’s jurisdiction,

while the Weld County portion does not. The Town sought MHFD's project management and funding support, which can cover up to 50% of eligible costs.

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

- **2015:** Initial agreement approved with \$50,000 from Erie and \$50,000 from MHFD.
- **2017:** First amendment added \$500,000 from both Erie and MHFD. Erie also contributed \$275,000 for a segment outside MHFD's boundaries.
- **2020:** Second amendment redirected funds from another project, adding \$300,000 from MHFD and \$3.6M from Erie.
- **2021:** Third amendment contributed \$250,000 from MHFD, with no additional Erie funding.
- **2023:** Fourth amendment provided \$900,000 from MHFD and \$2.448M from Erie.
- **2024:** Fifth amendment added \$125,000 from both MHFD and Erie, expanding the project scope to include Kenosha Road Bridge replacement and Coal Creek improvements north of Kenosha Road.

Project Scope:

Coal Creek was conceptually designed in three reaches:

- **Reach 1 (Cheesman St. to Briggs St. Bridge)** - Completed.
- **Reach 2 (Briggs St. to County Line Rd.)** - Grant application submitted to FEMA.
- **Reach 3 (County Line Rd. to Kenosha Rd.)** - Near completion and will transition into bridge replacements.
- **Reach 4 (North of Kenosha Rd.)** - Part of the Fifth Amendment expansion.

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

Sixth Amendment:

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

Fiscal Impact:

- MHFD will contribute an additional **\$250,000 in 2025**.
- The Town must match this with **\$250,000**.
- Total funding to date: **\$11.7M**, with **29% from MHFD (\$3.41M)** and **71% from Erie (\$8.29M)**.

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

COUNCIL PRIORITY(S) ADDRESSED:

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

ATTACHMENT(S):

1. Resolution 25-056
2. Sixth Amendment

**Town of Erie
Resolution No. 25-056**

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

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

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

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

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

Section 1. The Sixth Amendment to the Agreement between the Town and Urban Drainage and Flood Control District d/b/a Mile High Flood District is hereby approved in substantially the form attached hereto, subject to approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Sixth Amendment on behalf of the Town.

Adopted this 25th of March, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

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

Agreement No. 15-02.10F
Project No. 101684

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

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Coal Creek from County Line Road to Kenosha Road, Town of Erie" (Agreement No. 15-02.10) dated August 25, 2015, as amended (hereinafter called "AGREEMENT"); and

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

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

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

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

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

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

4. PROJECT COSTS AND ALLOCATION OF COSTS

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

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

B. It is understood that PROJECT costs as defined above are not to exceed \$11,709,208.67 without amendment to this AGREEMENT.

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

	<u>ITEM</u>	<u>AS AMENDED</u>	<u>PREVIOUSLY AMENDED</u>
1.	Final Design	\$ 1,600,000.00	\$ 1,600,000.00
2.	Right-of-way	\$ -0-	\$ -0-
3.	Construction	\$ 9,200,500.67	\$ 8,700,500.67
4.	Contingency	\$ 908,708.00	\$ 908,708.00
	Grand Total	\$ 11,709,208.67	\$ 11,209,208.67

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

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

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	29%	\$3,163,494.53	\$250,000	\$3,413,494.53
TOWN	71%	\$8,045,714.14	\$250,000	\$8,295,714.14
TOTAL	100.00%	\$11,209,208.67	\$500,000	\$11,709,208.67

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

5. MANAGEMENT OF FINANCES

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

Payment of each PARTY's full share (TOWN - \$8,295,714.14; DISTRICT - \$3,413,494.53) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN

request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

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

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

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

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

Checked By

TOWN OF ERIE

By _____

Name _____

Title _____

Date _____



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-007, **Version:** 1

SUBJECT:

Child Abuse Prevention Month and Crime Victims' Rights Week April 6-12, 2025 Proclamation;
Sponsor Council Member Dan Hoback

DEPARTMENT: Police

PRESENTER(S): Lee Mathis, Chief
Dan Hoback, Sponsor Council Member

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In recognition and to raise awareness of dedicated individuals and organizations working daily to counter the problem of child abuse and victims of crime.

COUNCIL PRIORITY(S) ADDRESSED:

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

ATTACHMENT(S):

1. Proclamation



Child Abuse Prevention Month/Crime Victims’ Rights Week Proclamation

Whereas, the Town of Erie has dedicated individuals and organizations working daily to counter the problem of child abuse; and

Whereas, our community is stronger when all community members of Erie become aware of child abuse prevention and support parents in raising their children in a safe and nurturing environment; and

Whereas, effective child abuse prevention programs, like Blue Sky Bridge, succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies, and the business community; and

Whereas, the Town of Erie Town Council hereby encourages our community to support efforts to ensure every child grows up in a safe, nurturing environment – free from harm and fear.

Now therefore, I, Dan Hoback, on behalf of Andrew J. Moore, Mayor of the Town of Erie do hereby proclaim April 2025 to be Child Abuse Prevention Month. Urge every resident to recognize our community is stronger through awareness.

I further call upon all community members of Erie to observe the week of April 6 through April 12, 2025, as Crime Victims’ Rights Week in honor of those dedicated victim service providers who are working every day to meet the needs of crime victims.

Dated this 25th day of March, 2025

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-194, **Version:** 1

SUBJECT:

Staff Retirement Proclamation, Sponsor Brian O'Connor, Council Member

DEPARTMENT: Administration

PRESENTER(S): Melissa Wiley, Deputy Town Manager

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

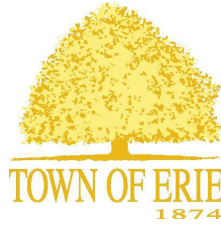
In honor of Amy Teetzel's retirement from the Town of Erie after 17.5 years of service, we are proclaiming April 3, 2025, Amy Teetzel Day in the Town of Erie.

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Engaged and Diverse Community
- ✓ Small Town Feel

ATTACHMENT(S):

1. Proclamation



PROCLAMATION in Honor of Amy Teetzel

Whereas, Amy Teetzel, during her tenure with the Town of Erie, led with integrity, honesty, and unwavering devotion to process improvement by pushing local government to be ethical, innovative, and transparent for all residents;

Whereas, Amy Teetzel built a strong and supportive team through her focus on lifting and coaching others, cross-training, and clear process and training;

Whereas, Amy Teetzel expects the best in others in every aspect and, through her leadership and example, sets a standard of unmatched professionalism and dedication;

Whereas, Amy Teetzel, is a confidante, mentor, and friend to staff at every level and in every department;

Whereas, Amy Teetzel served and made lasting operational and cultural impacts within the departments of Parks & Recreation, Finance, and Administration;

Whereas, Amy Teetzel, truly loved the Town of Erie and through her signature humble leadership style, she held the greatest commitment to the resident experience of respect and trust;

Whereas, Amy Teetzel, brought camaraderie and comfort to residents and staff while remaining professional, accountable, and steadfast. She demonstrates the best in public service and the very best in humanity. The Town of Erie is lucky to have had her for 17.5 years and her legacy will stay with the Town of Erie forever.

Now, therefore, I, Brian O'Connor, Council Member for the Town of Erie, on behalf of Mayor Andrew J. Moore, and all Town staff, do hereby proclaim April 3, 2025, Amy Teetzel Day, in the Town of Erie, and I ask all residents to join me in thanking Amy for her service and wishing her well for her retirement.

Adopted this 25th day of March 25, 2025.

Andrew J. Moore, Mayor

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-121, **Version:** 1

SUBJECT:

Presentation of 90 Second Celebration Video

DEPARTMENT: Administration

PRESENTER(S): Melissa Wiley, Deputy Town Manager

TIME ESTIMATE: 5 minutes

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This will be a brief presentation of a video highlighting Town staff accomplishments from the last month

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Small Town Feel
- ✓ Safe and Healthy Community



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-172, **Version:** 1

SUBJECT:

Resolution of the Town Council of the Town of Erie Approving the Fourth Amendment to the Professional Services Agreement with Sanbell-Rocky Mountain for County Line Road- Erie Parkway to Austin Avenue Lighting Infrastructure Plans.

DEPARTMENT: Public Works

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

FISCAL SUMMARY:

Cost as Recommended:	\$20,000.00
Balance Available:	\$2,600,000
Budget Line Item Number:	300-70-110-605000-100093
New Appropriation Required:	No

POLICY ISSUES:

None

STAFF RECOMMENDATION:

Approve the Resolution

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Over the past several months the Town of Erie has worked to finalize a new in-house street lighting program that was previously provided by Xcel Energy. The Town is now in process of establishing full control and ownership of the street lighting program. Since the Town is now responsible for the street light infrastructure, lighting-plan design and installation needs to be incorporated into certain street construction projects.

The Town of Erie Public Works Department has completed the design effort and has reviewed the final design plan set for County Line Road from Erie Parkway to Austin Avenue generated by Sanbell-Rocky Mountain and Baseline Engineering. Prior to the Town’s acquisition of the Xcel street lights, a capital project would have included coordination with Xcel Energy to establish a work order for the anticipated street lighting following the completion of the construction project. However, due to the Town assuming streetlighting responsibilities from Xcel, this work effort will be brought under the

purview of Town staff and be performed by the consultant providing the roadway design.

As noted, Sanbell-Rocky Mountain is one of the consultants selected to design the County Line corridor between Austin Avenue and Erie Parkway and has agreed to generate street lighting plans for this section of the corridor. This lighting design effort will entail consolidation of the design files from Baseline Engineering's roundabout design at Austin Avenue and County Line Road into the Sanbell design, coordination and identification with Xcel Energy for a power source, and finally generation of a plan set for the contractor to install the street lighting.

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Attractive Community Amenities
- ✓ Prosperous Economy
- ✓ Well-Maintained Transportation Infrastructure
- ✓ Safe and Healthy Community

ATTACHMENT(S):

1. Resolution __
2. Contract Addendum
3. Vicinity Map

**Town of Erie
Resolution No. 25-053**

A Resolution of the Town Council of the Town of Erie Approving the Third Amendment of the Professional Services Agreement with Sanbell-Rocky Mountain (previously Engineering, Inc., d/b/a Sanderson Stewart) for County Line Road - Erie Parkway to Austin Avenue

Whereas, on June 28, 2022, the Town and Sanbell-Rocky Mountain (previously Engineering, Inc., d/b/a Sanderson Stewart) entered into a Professional Services Agreement for County Line Road - Erie Parkway to Austin Avenue; and

Whereas, on February 13, 2024 and on July 5, 2024, the Town and Sanbell-Rocky Mountain amended the Agreement and wish to amend the Agreement again to add additional services and change the amount of compensation.

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

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

Adopted this 25th day of March, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Fourth Amendment to Agreement for Professional Services

This Fourth Amendment to Agreement for Professional Services (the "Fourth Amendment") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Engineering, Inc. d/b/a Sanbell-Rocky Mountain, an independent contractor with a principal place of business at 425 West Mulberry Street, Suite 201, Fort Collins, CO 80521 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on June 28, 2022, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

Whereas, on February 13, 2024, the Parties amended the Agreement to add additional services and change the amount of compensation (the "First Amendment");

Whereas, on July 5, 2024, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Second Amendment");

Whereas, on November 25, 2024, the Parties amended the Agreement to change Contractor's name; and

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

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

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

Scope additions:

- Additional design beyond the original scope of work for street lighting from Erie Parkway to Austin Avenue due to the Town now providing street lighting service instead of Xcel Energy.
- Incorporation of plan layout information from Baseline Engineering from the South Roundabout design into a base map.
- Coordination with Xcel Energy to identify a power source.
- Layout of conduit, wiring, lighting, and photometric plans within the corridor as a plan set package for construction.

Compensation changes:

Original Contract Amount	\$411,146.00
--------------------------	--------------

1 st Amendment	\$74,172.00
2 nd Amendment	\$16,640.00
3 rd Amendment	\$20,000.00
Revised Contract Amount	\$521,958.00

2. Remainder of Agreement. Except as expressly modified herein, the Agreement, as modified by the First Amendment, Second Amendment and Third Amendment, shall remain in full force and effect.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

Signed by:
John E Tufte

CBAAF8E6BF7C49C...

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by _____ as _____ Engineering, Inc. d/b/a Sanbell-Rocky Mountain .

My commission expires:

(Seal)

Notary Public

Certificate Of Completion

Envelope Id: 7AA5463F-7183-4D65-BABF-B69D7D37BF9F
 Subject: Complete with Docusign: PSA 4th Amendment Final.pdf
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed
 Envelope Originator:
 Lyndsy Willette
 645 Holbrook Street
 P.O. Box 750
 Erie, CO 80516
 lwillette@erieco.gov
 IP Address: 174.63.17.105

Record Tracking

Status: Original
 3/7/2025 10:34:54 AM
 Holder: Lyndsy Willette
 lwillette@erieco.gov
 Location: DocuSign

Signer Events

John E Tufte
 jtufte@sanbell.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 CBAAF8E6BF7C49C...

Timestamp

Sent: 3/7/2025 11:22:16 AM
 Viewed: 3/11/2025 11:52:21 AM
 Signed: 3/11/2025 11:53:37 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 96.76.175.1

Electronic Record and Signature Disclosure:

Accepted: 3/11/2025 11:52:21 AM
 ID: 67391b02-3cc1-47b6-b958-0379e471d899

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

Jon Williams
 jwilliams@erieco.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 3/11/2025 11:53:37 AM
 Viewed: 3/11/2025 1:09:38 PM

Electronic Record and Signature Disclosure:

Accepted: 8/8/2023 3:27:26 PM
 ID: 8f7b9550-c1f9-4bf9-a7cd-3af901f8b9b1

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2025 11:22:16 AM
Envelope Updated	Security Checked	3/10/2025 10:02:25 AM
Envelope Updated	Security Checked	3/10/2025 10:02:25 AM
Certified Delivered	Security Checked	3/11/2025 11:52:21 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	3/11/2025 11:53:37 AM
Completed	Security Checked	3/11/2025 11:53:37 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.

Find address or place



GRANITE PEAK DR 683-715

ERIE PKWY

E COUNTY LINE RD

APEX ST 520-590

AIDER DR 735-775

CORNICE ST 632-590

SKYHOOK ST 530-598

ANTELO DR 653-711

PINNACLE BLVD 500-560

BOLLARD DR 725-775

SADDLE DR 709-785

SADDLE DR 681-707

PINNACLE BLVD 592-650

EPIC DR 500-591

MITCHELL WY 672-698

MITCHELL WY 600-670

HEADPOINT DR 739-783

BELAY ST 628-638

SADDLE DR 621-677

EPIC DR 693-623

PINNACLE BLVD 652-735

CRUX DR 739-781

THREAD ST 672-720

SKYHOOK ST 640-720

HARNES ST 642-720

BELAY ST 640-716

COWBELL DR 633-655

AUSTIN AVE 799-839

AUSTIN AVE 767-797

AUSTIN AVE 735-765

AUSTIN AVE 723-733

AUSTIN AVE 713-721

AUSTIN AVE 701-711

LLOYD LN 650-750

GRAHAM CIR 1255-1311

GRAHAM WY 402-426

MASON ST 1000-1028

300ft
-105.056 40.036 Degrees



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-147, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a Joint Funding Agreement for the Xcel Off-site Distribution Line Extension

DEPARTMENT: Economic Development
Planning & Development
Public Works

PRESENTER(S): Malcolm Fleming, Town Manager
Patrick Hammer, Deputy Town Manager

TIME ESTIMATE: N/A

FISCAL SUMMARY:

Cost as Recommended:	\$411,418.96
Balance Available:	\$0
Budget Line Item Number:	110-22-910-605000-252202
New Appropriation Required:	Yes

POLICY ISSUES:

The policy issue is whether the Town, as one of property owners in Town Center, should contribute to the shared cost for Xcel Energy to construct an electrical line "reinforcement" to provide electrical capacity to support the private and public development projects at this location. Without this agreement, and the Town's contribution, Xcel does not have sufficient capacity to serve Erie Town Center. If approved, the Town will recoup its investment through reimbursements in future development agreements with Evergreen (for the Town-owned property) and Tebo (or the eventual developer for this site).

STAFF RECOMMENDATION:

Approve the Joint Funding Agreement.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Erie Town Center includes approximately 145 acres and five key sites at the intersection of Erie Parkway and E. County Line Road, with five owners, including Erie Four Corners (now subdivided to include Erie Four Corners, Toll Brothers and FDG/Forum), the Town of Erie (with Evergreen Devco),

Ranchwood, Tebo Properties, and Erie Commons (developed by CDG).

Xcel Energy provides electrical power to four of the five properties west of County Line Rd. (excluding Erie Commons, served by United Power). Pursuant to the Town Center Plan and PD, both Erie Four Corners and Ranchwood completed necessary site plans, plats, and development agreements and applied to Xcel to provide electrical power to both properties. In Aug. 2023, Xcel said there is not currently sufficient electrical capacity on their system for either development, or any other site in Town Center, and that development of these properties would require a new electrical line (“reinforcement”) to be constructed from the existing substation north on County Line Road (by Calvary Bible Church) to provide additional capacity to Erie Town Center.

The Town has been working with the affected property owners since that time to get additional information, identify the costs for construction, timing for completion, and required credit contribution by Xcel from the tariff filed with the PUC. Toll Brothers was the first applicant to request connection from Xcel and received a proposal to pay for the applicant’s portion of the construction cost, allowing Xcel to begin design and construction of this new utility. The total construction cost from Xcel is \$1,855,580.95 (shown in Exhibit F of the Joint Funding Agreement) and deducting Xcel’s extension credit of 35% (\$649,453.33), the remaining balance billed to Toll Brothers is \$1,206,507.21.

Because the construction of this off-site reinforcement will provide the required electrical capacity to serve all property owners and also support the development of Erie Town Center, the property owners with active development projects agreed to share the cost, based on proposed usage, using a formula for estimated housing units and commercial square footage.

Xcel Contract Original	1,071,648.12						
Xcel Contract Revised	1,206,507.21						
	SFD LOTS	TOWNHOME LOTS	APARTMENTS	NON-RES SF	TOTAL LOAD (KW)	% SHARE	TOTAL
Town of Erie			117	117,900	4,941	20.7%	249,746.99
Tebo	22	120	88		3,206	13.4%	161,671.97
Ranchwood		136	152	51,300	5,321	22.3%	269,051.11
Erie 4 Corners LLC		90		95,500	4,161	17.4%	209,932.25
Forum Real Estate			206		2,472	10.4%	125,476.75
Toll Brothers	48	197			3,758	15.8%	190,628.14
					23,860		1,206,507.21
	KW LOAD						
SFD	200 A/EA						19.2
TOWNHOME	150 A/EA						14.4
APARTMENT	125 A/EA						12.0
COMMERCIAL	30 W/SF						0.03

The Town will recoup its contribution through a future development agreement with its partner, Evergreen Devco, once the Town-owned site reaches that stage. Additionally, Tebo Properties stated they are not yet ready to develop their site and may not be ready for another five years. As such, Tebo chose not to participate in the cost-sharing program in the Joint Funding Agreement. In order to keep the cost sharing formula fair and equitable to the remaining property owners, Town staff

proposed to include the cost for Tebo's property (13.4% or \$161,671.97) in the Town's costs, increasing the Town's total contribution to 34.1% and \$411,418.96, and then recoup that contribution through reimbursement in a future development agreement for the Tebo property once it gets to that stage.

Incorporating that proposal, the attached Joint Funding Agreement, if approved by Town Council, commits the Town to provide a total \$411,418.96 investment towards the construction of the off-site distribution line extension with Xcel Energy, which will then be reimbursed as the Town and Tebo properties are developed. The funds are not yet budgeted in the Town CIP so must be included in the 2025 Spring Supplemental.

The remaining four property owners have all signed the Joint Funding Agreement and are ready to remit payment to the Escrow Agent for each owner's share. If the Town Council approves Resolution 25-048, the Town will return the fully executed Joint Funding Agreement to Toll Brothers, who will pay the full balance to Xcel Energy, and Xcel will begin design and construction. The cost proposal from Xcel expires on Mar. 30, 2025, so it is time-sensitive for the Town Council to consider on Mar. 25.

COUNCIL PRIORITY(S) ADDRESSED:

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

ATTACHMENT(S):

1. Resolution 25-048
2. Xcel Joint Funding Agreement
3. Vicinity Map

**Town of Erie
Resolution No. 25-048**

**A Resolution of the Town Council of the Town of Erie Approving a
Joint Funding Agreement for the Xcel Off-site Distribution Line
Extension**

Whereas, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to approve a Joint Funding Agreement with Ranchwood LLC, Erie Four Corners, LLC, FDG-MEQ Erie LLC, and Toll Southwest LLC for the extension of an off-site Xcel distribution line.

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

Section 1. The Joint Funding Agreement with Ranchwood LLC, Erie Four Corners, LLC, FDG-MEQ Erie LLC, and Toll Southwest 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 Agreement on behalf of the Town.

Adopted this 25th day of March, 2025.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Joint Funding Agreement
(Xcel Off-site Distribution Line Extension)

This Joint Funding Agreement (the "Agreement") is entered into as of the __ day of _____, 2025, by and among the Town of Erie, a Colorado home rule municipality (the "Town"), RANCHWOOD, LLC, a Colorado limited liability company ("Ranchwood"), Erie Four Corners, LLC, a Colorado limited liability company ("EFC"), FDG-MEQ ERIE LLC, a Colorado limited liability company ("FDG"), and Toll Southwest LLC, a Delaware limited liability company ("Toll") (each a "Party and collectively the "Parties").

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

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

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

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

Whereas, Toll owns the real property legally described in **Exhibit E**, attached hereto and incorporated herein by this reference (the "Toll Property").

Whereas, the Town Property, Ranchwood Property, EFC Property, FDG Property and Toll Property (collectively, the "Properties") form a portion of the Erie Town Center development and Xcel Energy, Inc. ("Xcel") provides electric service to the Properties;

Whereas, Xcel's electric capacity in this area is inadequate to provide service to the planned developments of the Properties and the ultimate development of the Properties requires an off-site distribution line extension to increase electric capacity to properly service the Properties (the "Project");

Whereas, the Parties acknowledge that each of the Properties will benefit from the Project, and that it is in their respective best interests for Xcel to construct the Project in a timely and efficient manner in order for the benefitted Properties to develop; and

Whereas, the Parties have agreed to share the costs, including certain design, engineering, construction, administrative and related costs of the Project, subject to and in accordance with the terms and conditions set forth herein.

Now, therefore, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the shared funding of Xcel's construction of the Project pursuant to the Off-site Distribution Line Extension Agreement (Electric) dated December 30, 2024 (the "Xcel Agreement"), a copy of which is attached hereto as **Exhibit F** and incorporated herein by this reference. Under the Xcel Agreement, Xcel has agreed to be responsible for the design, bid, construction and installation of the Project.

2. Initial Project Payment. To design and complete plans and specifications for the construction of the Project (the "Plans") and to construct the Project pursuant to the Plans, Xcel requires an initial payment of \$1,206,507.21 (the "Initial Project Payment").

3. Sharing of Initial Project Payment. The Parties agree that the Initial Project Payment shall be funded by each of them as follows (each an "Allocated Share"):

Town	\$411,418.96
Ranchwood	\$269,051.11
EFC	\$209,932.25
FDG	\$125,476.75
Toll	\$190,628.14

4. Surplus Costs. According to the terms of the Xcel Agreement, Xcel does not reconcile the Initial Project Payment amount with Xcel's actual cost to design and construct the Project, and if the Initial Project Payment exceeds Xcel's actual cost, Xcel will not return any excess funds. Also pursuant to the Xcel Agreement, Xcel reserves the right to impose surcharges for additional Project costs not accounted for or incorporated into the Initial Project Payment, including without limitation delays, obstructions, permit fees, frost conditions or rock conditions (the "Surplus Costs").

5. Sharing of Surplus Costs. The Parties acknowledge that the Town cannot lawfully commit to a payment of an undesignated sum, because such a commitment would violate both Article X, § 20 of the Colorado Constitution ("TABOR") and the Local Government Budget Law, C.R.S. § 29-1-101. Understanding that any commitment from the Town is subject to a valid appropriation by the Erie Town Council, the Parties agree that any Surplus Costs shall be funded by each of the according to the percentages set forth below:

Town	34.1%
Ranchwood	22.3%
EFC	17.4%
FDG	10.4%

Toll

15.8%

6. Funding; Escrow.

a. Within 30 days after the Effective Date, each Party shall remit to First American Title Company (the "Escrow Agent") such Party's Allocated Share. Such amounts shall be held by the Escrow Agent in an interest bearing federally insured depository account reasonably acceptable to the Parties (the "Escrow Account"). All interest earned on funds held in the Escrow Account shall be credited to each Party in proportion to its amount of the Initial Project Payment. Immediately following the funding of the amount required by the Xcel Agreement, the Escrow Agent shall release the Initial Project Payment to Xcel for the sole purpose of payment of Project costs pursuant to the Xcel Agreement.

b. Within 30 days after notice from Xcel regarding any Surplus Costs, each Party shall remit to the Escrow Agent such Party's share of the Surplus Costs; provided that, if the Town has not appropriated for the Town's share, each other Party's share shall be equitably reapportioned. Such amounts shall be held in the Escrow Account. All interest earned on funds held in the Escrow Account shall be credited to each Party in proportion to its amount of the Surplus Costs. Immediately following the funding of the amount required by the Xcel Agreement, the Escrow Agent shall release the Surplus Costs to Xcel for the sole purpose of payment of Surplus Costs pursuant to the Xcel Agreement.

7. Cooperation; Construction Licenses; Easements.

a. Each Party shall act in good faith and use diligent efforts to assist and cooperate with the other Parties in doing all things reasonably necessary to complete the Project contemplated by this Agreement and so that the Parties can perform their respective obligations under the Xcel Agreement.

b. The Parties shall cooperate with each other regarding the timing of work, so that the work does not unreasonably interfere with the applicable owner's use of the Properties, as applicable.

8. Default. Time is of the essence. If a Party defaults in the performance of any of its material obligations under this Agreement, any non-defaulting Party may give written notice of the default to other Parties hereto. If such notice is given and the default is not cured by the defaulting Party within 14 days after receipt of such notice, the non-defaulting Parties shall have such rights and remedies as are available at law or in equity, but in no event shall any Party recover damages (including but not limited to lost profits, consequential, and punitive damages) other than actual damages for such default; provided that in no event shall specific performance be a remedy against the Town.

9. Miscellaneous.

a. *Notice.* All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served upon personal delivery or one business day after deposit with a nationally recognized overnight courier for next-day or next-business-day delivery, to the address of the intended recipient at its address as set forth below, or to such other addresses as a Party may from time to time designate in writing and deliver to the other Parties in a like manner:

- To the Town: Town Manager
645 Holbrook St.
P.O. Box 750
Erie, Colorado 80516
Phone: 303-926-2777
- To Ranchwood: Ranchwood, LLC
1230 Red Ash Lane
Boulder, Colorado 80303
Attn: Ward Ritter
Phone: 303-545-2554
E-mail: ward.ritter@charteredcompanies.com
- To EFC: Erie Four Corners LLC
6640 Gunpark Dr #103
Boulder CO 80301-7001
Attn: Walt Pounds
Phone: 303-641-8188
- To FDG: FDG MEQ Erie, LLC
240 Saint Paul Street, Suite 400
Denver, Colorado 80206
Attn: Legal Department (Edie Suhr)
Phone: 303-501-8834
- To Toll: Toll Southwest, LLC
7100 E Belleview Ave, Suite 200
Greenwood Village, Colorado 80111
Attn: Tim Westbrook
Phone: 303-653-8039
E-mail: twestbrook@tollbrothers.com

b. *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties relating to the Project and sets forth the rights, duties and obligations of each Party to the other as of the Effective Date. Any prior agreements, promises, negotiations

or representations relating to the Project and not expressly set forth in this Agreement are of no force and effect.

c. *Modification.* This Agreement may not be supplemented, amended or modified except in a writing executed by the Parties.

d. *Interpretation.* The Parties acknowledge that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

e. *Governing Law and Venue.* This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than Colorado law. Exclusive venue for all actions arising from this Agreement shall be in the District Court in and for Boulder County, Colorado.

f. *Severability.* If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties all agree that the severed provision does not alter the intent or purpose of this Agreement.

g. *Binding Effect.* This Agreement is a covenant that runs with the Properties and is binding upon each Party and their respective successors and assigns, and any and all grantees or transferees of the Parties that take title to the respective Properties or any portion thereof.

h. *Subordination.* If any of the Properties are encumbered by a mortgage or deed of trust, then the applicable Party shall be obligated to obtain a commercially reasonable subordination, recognition and non-disturbance agreement from the beneficiary under such mortgage or deed of trust (the "Lender") which provides that in the event of foreclosure or other acquisition of any portion of such Property by Lender, its successors or assigns, such Party will take ownership of the Property subject to the terms and conditions of this Agreement.

i. *No Partnership.* It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties hereto. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly

reserved to the Parties, except insofar as the rights and obligations of the Parties have been assigned in accordance with the provisions of this Agreement

j. *Third Parties.* Nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

k. *No Waiver.* No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

l. *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 Agreement as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Ranchwood:

Ranchwood, LLC, a Colorado limited liability company

By: Chartered Development Corporation, its Manager

By: [Signature]
Ward Ritter, President

State of Colorado)
) ss.
County of Boulder)

The foregoing document was acknowledged before me this 3rd day of March, 2025, by Ward Ritter as President of Chartered Development Corporation, Manager of Ranchwood, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 5/1/2027

JACOB LUNDQUIST
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194016618
MY COMMISSION EXPIRES MAY 1, 2027

[Signature]
Notary Public

EFC:

WALT POUNDS

By:

Its:

Walt Pounds
MANAGER

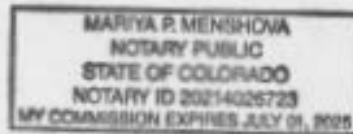
State of Colorado)
County of Boulder) ss.

The foregoing document was acknowledged before me this 7th day of March, 2025, by Walt Pounds as manager of Erie Four Corners, LLC.

Witness my hand and official seal.

My commission expires: 07/01/2025

Mariya
Notary Public



FDG:

FDG MEQ ERIE, LLC,
a Colorado limited liability company

By: Forum Management, Inc.,
a Colorado corporation

By: 

Name: Edie M. Suhr


Title: Vice President

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing document was acknowledged before me this 3rd day of March, 2025, by Edie M. Suhr as Vice President of Forum Management, Inc., a Colorado corporation, as Manager of FDG MEQ Erie, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

KATHLEEN KIMSEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104058228
MY COMMISSION EXPIRES JULY 15, 2026


Notary Public
My commission expires: July 15, 2026

Toll:

By:

Its: VICE PRESIDENT, LD

State of Colorado)
County of Arapahoe) ss.

The foregoing document was acknowledged before me this 3 day of March, 2025, by Tim Westbrook as Vice Pres LD of Toll Southwest LLC.

Witness my hand and official seal.

My commission expires: Nov 30, 2025

Joyce M Bish
Notary Public

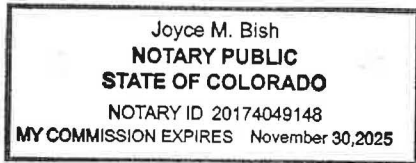


Exhibit A

Town Property

Tract A, Ranchwood Minor Subdivision. Located in the East Half of the Northeast Quarter of Section 24, Township 1 North, Range 69 West of the 6th Principal Meridian, Town of Erie, County of Boulder, State of Colorado.

FOR INFORMATIONAL PURPOSES ONLY:

Boulder County Assessor Parcel No. R0511537 / 146524110001

Exhibit B

Ranchwood Property

Tract B, Ranchwood Minor Subdivision. Located in the East Half of the Northeast Quarter of Section 24, Township 1 North, Range 69 West of the 6th Principal Meridian, Town of Erie, County of Boulder, State of Colorado.

FOR INFORMATIONAL PURPOSES ONLY:

Boulder County Assessor Parcel No. R0511538 / 146524110002

Exhibit C

EFC Property

LOT 1 AND 2, BLOCK 6,
LOT 1, BLOCK 7,
LOT 16, BLOCK 8,
ERIE FOUR CORNERS SUBDIVISION FILING NO. 1,
COUNTY OF BOULDER, STATE OF COLORADO

Exhibit D

FDG Property

LOT 6, BLOCK 4 AND LOT 1, BLOCK 6,
ERIE FOUR CORNERS SUBDIVISION FILING NO. 1,
COUNTY OF BOULDER, STATE OF COLORADO

Exhibit E

Toll Property

LOTS 1 THROUGH 35, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 54, INCLUSIVE, BLOCK 2,
LOTS 1 THROUGH 69, INCLUSIVE, BLOCK 3,
TRACTS A THROUGH Z, INCLUSIVE,
ERIE FOUR CORNERS SUBDIVISION FILING NO. 1,
COUNTY OF BOULDER, STATE OF COLORADO

Exhibit F

Xcel Agreement

Account No. XX-0014924608-X
Job No. 14112585
Job Address ERIE FOUR CORNERS
ERIE, CO 80516



Public Service Company of Colorado
4400 Kittredge St., Suite 50
Denver, CO 80239

Dear TOLL SOUTHWEST LLC

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for
* Distribution Reinforcement

Your portion of the cost of this project is \$1,206,507.21. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- **Documents to be returned to Xcel Energy:**
 - * Off-Site Distribution Extension Agreement (Electric)
 - * Non-Refundable Quote Letter
 - * Frost Agreement
 - * Contingency List

- **Additional enclosures:**
 - * Customer Payment Options

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
Zed Padgett
Contractor, Prof Consultant
4400 Kittredge St., Suite 50
Denver, CO 80239
Primoris Services Corporation
Zedekiah.S.Padgett@xcelenergy.com
3032418859



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit www.xcelenergy.com/billing_and_payment and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

Please note the current fees along with payment information:

- *Residential Customer Accounts*
 - *Payments accepted for up to \$1,000 in a single transaction*
 - *There is a \$1.80 fee per transaction*
 - *No fee for Wisconsin and Michigan residential customer accounts*
- *Non-Residential Customer Accounts*
 - *Payments accepted for up to \$100,000 in a single transaction*
 - *There is a 2.2% fee per transaction.*

All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.

*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy
C/O Deluxe - Lockbox # 5553
3000 Kellway Dr Ste 120
Carrollton, TX 75006

Overnight delivery contact phone number: 612.216.7976

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 660553
Dallas, TX 75266-0553

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.

OFF-SITE DISTRIBUTION LINE EXTENSION AGREEMENT (ELECTRIC)

This Off-Site Distribution Line Extension Agreement (the “Agreement”), is dated as of December 30, 2024 (“Contract Origination Date”), by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the “Company”) and TOLL SOUTHWEST LLC (the “Applicant”). Applicant and Company are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” This Agreement is subject to the Company’s Electric Service Distribution Extension Policy (the “Policy”) within Company’s electric tariff (the “Tariff”) and to the entirety of Company’s Tariff, as amended from time to time, and such Policy and Tariff are each incorporated herein by reference. The Policy and Tariff are available for inspection at the Colorado Public Utilities Commission and on Company’s website. Any capitalized term in this Agreement that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

This Agreement sets forth the terms and conditions for the design, construction, installation, and payment for the Off-Site Distribution Line Extension (as defined herein), including without limitation the calculation of the Construction Payment to be paid by Applicant. Subject to the exceptions set forth herein and in the Policy and Tariff, the cost responsibility of Applicant will be based upon Company’s estimate of the cost of constructing and installing the facilities necessary to adequately supply the Off-Site Distribution Line Extension requested by Applicant, less an Off-Site Distribution Line Extension Credit. The Construction Payment shall be non-refundable as of the date that construction commences.

List of Exhibits	Included
Contingency List	Yes
Cost Estimate Worksheet	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Frost and Ground Thawing Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

1. Service. Applicant has requested and Company has agreed that Company will design, construct, and install the necessary Off-Site Distribution Line Extension to provide electric service to serve ERIE FOUR CORNERS in the City or Town of ERIE in the County of WELD in the State of Colorado (“Service”). Such Service will have the following characteristics:

Category	Applicability
Type of Service	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Indeterminate <input type="checkbox"/> Temporary
Network Service (choose one)	<input type="checkbox"/> Network <input checked="" type="checkbox"/> Non-Network
Voltage (choose one or both)	<input checked="" type="checkbox"/> Primary Voltage <input type="checkbox"/> Secondary Voltage
Underground/Overhead (choose one or both)	<input checked="" type="checkbox"/> Underground <input type="checkbox"/> Overhead
Phase (choose one)	<input type="checkbox"/> Single-Phase <input checked="" type="checkbox"/> Three-Phase <input type="checkbox"/> Combination Single- and Three-Phase
Additional Characteristics (choose any as applicable)	<input type="checkbox"/> Electric Vehicle Charging Station(s) <input type="checkbox"/> High Density Load <input type="checkbox"/> Solar <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____

2. Service Class of Applicant. Applicant [is / is not] a Governmental Entity. In accordance with the Policy and the Tariff, the Applicant shall accept Service under the following Service Class(es):

SERVICE CLASS	APPLICABILITY
RESIDENTIAL	
Schedules R, RE-TOU	<input checked="" type="checkbox"/>
Schedules RD, RD-TDR	<input type="checkbox"/>
COMMERCIAL/INDUSTRIAL	
Schedules C, NMTR	<input type="checkbox"/>
Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP	<input type="checkbox"/>
Schedules PG, PST, PTOU, PG-CPP	<input type="checkbox"/>

3. Associated Agreements. Except as expressly set forth in this Agreement, this Agreement does not encompass any engineering design, facilities, costs, or payments that may be specified in the associated On-Site Distribution Extension Agreement, the Residential Service Lateral Agreement, or the Commercial Service Lateral Agreement that may be entered into by the Parties and that are associated with the provisions of Service hereunder (collectively, the “Associated Agreements”). The Parties acknowledge that such additional engineering design, facilities, costs, or payments specified in the Associated Agreements may be necessary to fully effectuate the provision of Service contemplated herein, and the engineering design, facilities, costs, and payments with respect to those Associated Agreements will be calculated and contracted for separately from this Agreement.
4. Engineering Design of Off-Site Distribution Line Extension. Based on the information provided by Applicant, Company has completed an engineering design and cost estimate to construct and install the facilities necessary to adequately supply the requested Off-Site Distribution Line Extension. The facilities described below do not encompass any engineering design or facilities identified in the Associated Agreements. Company’s engineering design for the Off-Site Distribution Line Extension includes the following:

Category	Project-Specific Information
Point of Interconnection between Off-Site Distribution Line Extension with Company’s electric distribution system	2
Point of Interconnection between Off-Site Distribution Line Extension facilities and On-Site Distribution Extension facilities	0
ADDITIONAL CIRCUMSTANCES*	
Distribution Reinforcements (if any)	
Excess Facilities (if any)	(2) PMH-10's
Uneconomic Extensions (if any)	
ATO/MTO Dual Feeder Service (if any)	
Other Considerations/Special Items (if any)	AVERY SUBSTATION
* Additional considerations for the following special circumstances, including cost calculation requirements, are set forth in the Policy and Tariff: Distribution Reinforcements; Excess Facilities; Uneconomic Extensions; and provision of ATO/MTO Dual Feeder Service. Such additional circumstances may require execution of additional ancillary agreements.	

Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the Off-Site Distribution Line Extension, Applicant shall arrange for the installation of and payment for any such facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

5. Construction Obligations; Permit Obligations. Applicant shall comply with all construction obligations, as those obligations are set forth in the Contingency List. The Agreement and all Associated Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.
6. Estimated Construction Cost.
- a. In General. The estimated cost of all facilities necessary to construct and install the Off-Site Distribution Line Extension is calculated in accordance with the Policy and the Tariff (the “Estimated Construction Cost”). The Estimated Construction Cost may include, without limitation, the estimated cost of all materials, labor, rights-of-way, trench and backfill in non-rock conditions or in known rock conditions, permitting, and tree trimming, together with all incidental and overhead expenses connected therewith. “Trench and backfill in rock conditions” shall include any construction activities that require the use of special construction techniques or special equipment.
- b. Special Provisions for Reinforcement. Where Distribution Reinforcement is required for serving an existing customer’s electric service from Company, Company shall make such Distribution Reinforcement as follows:
- i. for a Residential or Small Commercial Customer that receives service under a rate schedule which is not based on Kilowatt Demand, relating to the Customer's total load requirements, other than a High Density Load, Company may make such Reinforcements at its expense.
 - ii. For all applicants that receive service under a rate schedule which is based on Kilowatt Demand other than a High Density Load, such Distribution Reinforcement shall be an Off-Site Distribution Line Extension where the Construction Costs shall include the Company’s cost to reinforce the system necessary to serve Applicant’s total load and the Construction Allowance shall be based on the difference between the Applicant’s current maximum Demand over the previous twelve (12) months and Company’s estimate of Applicant’s projected total load.
 - iii. Where Distribution Reinforcement is required to serve a High Density Load Customer that in whole or in part with another High Density Load Customer causes system capacity to be exceeded or Company’s facilities to be overloaded, the Customer shall be required to pay Company the necessary costs for the upgrade or Reinforcement needed to correct the condition.
 - iv. Where Distribution Reinforcement is required for serving new applicants for electric service from Company, Company may make such Reinforcement as part of a new On-Site Distribution Extension or Off-Site Distribution Line Extension where the Estimated Construction Cost shall include Company’s cost to reinforce the system as well as new Distribution Extension Facilities necessary to serve Applicant’s total load and the Construction Allowance and Off-Site Distribution Line Extension Credit if applicable shall be applicable to the total Estimated Construction Cost.
 - v. For conversion from single-phase to three-phase service and all other classes of service with Kilowatt Demand based distribution portion Construction Allowances, any required Reinforcement shall generally recognize the Construction Cost, Construction Allowance, and Off-Site Distribution Line Extension Credit if applicable for the applicant’s additional load
- and applicant’s Construction Payment provisions of the Policy in accordance with individual agreements between the applicant and Company based upon the amount, character, and permanency of the load. For purposes of this section, all Reinforcement for land development shall be considered non-residential and the land developer shall be responsible for Reinforcement costs.

c. Special cost calculation considerations affecting the total Estimated Construction Cost, including for any Reinforcement, Excess Facilities, ATO/MTO Dual Feeders, and Uneconomic Extensions may be included in the Cost Estimate Worksheet, and additional terms and conditions are provided in the Policy and the Tariff.

d. The Estimated Construction Cost is: \$ 1,855,580.95

7. Calculation of Total Credit: Off-Site Distribution Line Extension Credit and Excess Construction Allowance.

a. Off-Site Distribution Line Extension Credit/Excess Construction Allowance. The Off-Site Distribution Line Extension Credit and the excess Construction Allowance are each calculated as provided by this Agreement, the Associated Agreements, the Policy, and the Tariff. The Off-Site Distribution Line Extension Credit is a thirty-five percent (35%) credit applied to Applicant's Estimated Construction Costs for the Off-Site Distribution Line Extension. To the extent applicable, the calculation of the Off-Site Distribution Line Extension Credit shall not consider any alternate feeders. **The Off-Site Distribution Line Extension Credit is available if Permanent Service or Indeterminate Service is designated, but is not available if Temporary Service is designated** (see Section 1 above).

To the extent there is excess Construction Allowance arising out of and pursuant to an associated On-Site Distribution Extension Agreement by and between the same Parties as this Agreement and for the purpose of effectuating the same Service as contemplated hereunder, then the Off-Site Distribution Line Extension Credit, as applicable, shall be applied only after the excess Construction Allowance has been first applied. In no event shall the total amount credited to Applicant exceed the total Construction Payment made by Applicant.

The calculation of the Off-Site Distribution Line Extension Credit is as follows:

Line	Calculation of Off-Site Distribution Line Extension Credit*	Amount
1	Estimated Construction Cost (see Section 6 above)	\$ 1,855,580.95
2	Estimated Cost of Alternate Feeder(s) (if any)**	
3	Excess Construction Allowance from On-Site Distribution Extension requested by the same Applicant (if applicable)*** (as calculated in accordance with Applicant's associated On-Site Distribution Extension Agreement)	
4	Subtract Lines 2 and 3 from Line 1	\$ 1,855,580.95
5	Multiply Line 4 by <u>35%</u>	(x <u>35%</u>)
6	Off-Site Distribution Line Extension Credit	\$ 649,453.33
<p>* The Off-Site Distribution Line Extension Credit is not available if Temporary Service is designated (see Section 1 above).</p> <p>** Additional considerations for Alternate Feeder(s) may be warranted if Applicant has designated Network Service or ATO/MTO Service. In such circumstance, Applicant may be required to execute a separate network service agreement or ATO/MTO service agreement.</p> <p>*** The Excess Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).</p>		

b. Calculation of Total Credit. The calculation of the Total Credit for this Agreement is as follows:

Line	Calculation of Total Credit	Amount
1	Excess Construction Allowance as set forth in Line 3 above (if applicable)**	
2	Off-Site Distribution Line Extension Credit as set forth in Line 6 above (if applicable)*	\$ 649,453.33
3	TOTAL CREDIT (Sum of Lines 1 & 2)	\$ 649,453.33
* The Off-Site Distribution Line Extension Credit is not available if Temporary Service is designated (see Section 1 above).		
** The Excess Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).		

8. Construction Payment.

- a. Permanent Service. If the Off-Site Distribution Line Extension is designated to provide Permanent Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), less the Total Credit, as applicable (as set forth in Section 7 above, such payment amount subject to Company's approval, not to be unreasonably withheld.
- b. Indeterminate Service. If the Off-Site Distribution Line Extension is designated to provide Indeterminate Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), less the Off-Site Distribution Line Extension Credit, as applicable (as set forth in Section 7 above), such payment amount subject to Company's approval, not to be unreasonably withheld.
- c. Temporary Service. If the Off-Site Distribution Line Extension is designated to provide Temporary Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary overhead or underground electric Off-Site Distribution Line Extension facilities, such payment amount subject to Company's approval, not to be unreasonably withheld.
- d. Calculation of Construction Payment. The Construction Payment under this Agreement is calculated as follows:

Line	Category	Amount
1	Total Estimated Construction Cost (see Section 6 above)	\$ 1,855,580.95
2	As applicable, the sum of the Total Credit (see Section 7 above)	\$ 649,453.33
3	Line 1 minus Line 2: TOTAL CONSTRUCTION PAYMENT (If value is a negative number, enter \$0.)	\$ 1,206,127.62

- e. **For non-Governmental Entities** (see Section 2 above). Payment of the Construction Payment shall be made within sixty (60) days of the Contract Origination Date. The Construction Payment shall be non-refundable to Applicant as of the date that construction commences on the Off-Site Distribution Line Extension.

- f. **For Governmental Entities** (see Section 2 above). To the extent allowable by law, payment may be made in accordance with Section 8.e or governmental Applicant may elect to have Company advance the Construction Payment for the duration of the construction period as follows: Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. Company shall bill Applicant for the Construction Costs and the interest within thirty (30) days after the Extension Completion Date. Applicant shall pay Company within ninety (90) days after the Extension Completion Date.
9. **Surcharges.** Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original Off-Site Distribution Line Extension or Construction Payment, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to Frost Conditions and rock conditions. Company shall separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date.
10. **Construction in Frost Conditions.** Applicant **authorizes /** **does not authorize** Company to perform construction activities in Frost Conditions.
- For the purpose of this Agreement, "Frost Conditions" exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Distribution Extension Facilities. Applicant is encouraged to have a representative present during Company's trenching operation to confirm frost depth.
- If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, or additional fees, as set forth in the Frost and Ground Thawing Agreement, which shall be incorporated herein by reference.
- If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant's project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.
11. **Circumstances Requiring a New Agreement.** If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of this Agreement, this Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by Applicant as a Construction Payment, may, at Company's sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.
12. **Right-of-Way Agreement.** Applicant agrees to execute Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over, or under Applicant's property that may be required for Company to provide Service hereunder; and to obtain from other persons or entities as may be required such other rights-of-way, free of charge and on terms satisfactory to Company. Applicant acknowledges that Company's ability to perform under this Agreement is contingent upon obtaining any and all rights-of-way from Applicant and from other persons or entities, as necessary. Company shall not be required to expend more than commercially reasonable efforts to assist Applicant in the acquisition of any third-party rights-of-way. All necessary rights-of-way must be provided to Company at least ten (10) days prior to the commencement of construction.
13. **Conditions to Company Work Order, Scheduling, and Construction Commencement.** The Parties acknowledge that Company shall not be obligated to issue a work order, release for scheduling, or commence construction of the Off-Site Distribution Line Extension unless and until the following requirements have been satisfied:

- a. execution by Applicant of this Agreement and all Associated Agreements, and of any other Exhibits and ancillary agreements, as applicable;
- b. receipt by Company of the applicable Construction Payment(s) under this Agreement, under all Associated Agreements, and under any ancillary agreements;
- c. receipt of one-line diagrams, load information, plats and any other information required by Company to calculate Company's estimate of Applicant's load and to determine the appropriate facilities necessary under this Agreement, the Associated Agreements, and any ancillary agreements;
- d. receipt of confirmation from Applicant that Applicant has satisfied all Construction Obligations as set forth in Section 5 above, and in the Contingency List, such obligations subject to Company's approval, with such approval not to be unreasonably withheld.

Upon the acceptance of the terms and conditions of this Agreement, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided on the signature page of this Agreement.

14. Estimated Installation Timeframes.

- a. Time to Accept Agreement. The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company recalculate the Estimated Construction Cost and Construction Payment. Notwithstanding the foregoing, the Parties may agree to extend the time period for Applicant to execute the Agreement on a date subsequent to the sixty (60)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.
- b. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 5, 12, and 13 within sixty (60) days of Applicant's execution of the Agreement, Company reserves the right to re-calculate the Estimated Construction Cost and Construction Payment, and this Agreement may be terminated and may be replaced with a new agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.
- c. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120)-day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 5, 12, and 13 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120)-day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

Any portion of this Off-Site Distribution Line Extension that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from this Agreement, and the Construction Payment shall be updated accordingly.

If the failure to complete construction within the one hundred twenty (120)-day construction period is caused solely by Company, the uncompleted portion of the Off-Site Distribution Line Extension shall not be struck from this Agreement; Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under this Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

- d. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the Off-Site Distribution Line Extension to Company by contacting the Company representative by telephone or e-mail.
15. Ownership. The facilities constructed under the terms of this Agreement on the electric supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's electric facilities are first connected to the electric facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth in the Xcel Energy Electric Standards for Installation and Use
16. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.
17. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.
18. Indemnification. **This Section 18 applies only if Applicant is not a Governmental Entity.** Each Party (the "Indemnifying Party") shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an "Indemnified Party") from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys' fees) (collectively, "Losses") resulting from an injury to person or persons (including death) or damage to property arising out of or related to this Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, this Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.

The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of this Agreement.

19. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 18 above, or if the Agreement is terminated for default pursuant to the Agreement.
20. No Partnership or Agency. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in this Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is this Agreement, or Company's actions pursuant to this Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.
21. Assignment. Applicant may not assign this Agreement without the prior written consent of Company.
22. Governing Law. The interpretation and performance of this Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.
23. Exhibits. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.
24. Merger. This Agreement and the exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter herein. There are no other provisions, terms, or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.
25. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.
26. Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.
27. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and this Agreement, as reformed, shall be valid, enforceable, and in full force and effect.
28. Headings. The headings of Sections of this Agreement are for guidance and convenience of reference only and will not limit or otherwise affect any of the terms or provisions of this Agreement.
29. Counterparts. This Agreement may be executed in counterparts and each executed counterpart will have the same force and effect as an original instrument.
30. Amendment. This Agreement may not be amended except by written agreement between the Parties.
31. Term and Termination. This Agreement is effective on the Parties as of later of the Contract Origination Date or the date upon which both Parties execute the Agreement, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in this Agreement; or (b) the Parties have satisfied all obligations as set forth in this Agreement. Sections 2, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, 31 of this Agreement shall survive the termination of this Agreement.

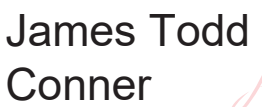
[SIGNATURE PAGE FOLLOWS]

Applicant has reviewed and approved the terms and conditions of this Off-Site Distribution Line Extension Agreement (Electric) and accepts the cost of the Construction Payment of \$ 1,206,127.62 as calculated in Section 8. Applicant understands additional charges may arise in accordance with the Policy, Tariff, and Agreement. Applicant will send to Company an original signed copy of this Agreement together with any applicable ancillary agreements, Associated Agreements, or documents, as applicable.

Contract Origination Date: December 30, 2024

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Off-Site Distribution Line Extension Agreement (Electric).

Planner Name: Zed Padgett	Customer Phone:303-653-8039
Planner Title: Contractor, Prof Consultant	Customer Email: TWESTBROOK@TOLLBROTHERS.COM
Mailing Address:4400 KITTREDGE ST. SUITE 50	Mailing Address: 7100 E BELLEVIEW AVE SUITE 200
City, State Zip: DENVER, CO 80239	City, State Zip: GREENWOOD VILLAGE, CO 80111

XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Public Service Company of Colorado	Legal Entity Name (if applicable):
By:  Digitally signed by James Todd Conner Date: 2025.01.25 09:41:53 -06'00'	Authorized Signer (see signing options below*): Signing Option 1 <input type="checkbox"/> AGREE Signing Option 2 (Signature below) By:
Printed Name: James Todd Conner	Printed Name:
Title: VP, Distribution	Title (if applicable):
Date: 01/25/2025	Date:

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.

[SIGNATURE PAGE TO OFF-SITE DISTRIBUTION LINE EXTENSION AGREEMENT (ELECTRIC)]



December 30, 2024

TOLL SOUTHWEST LLC
7100 E BELLEVIEW AVE SUITE 200
GREENWOOD VILLAGE, CO 80111

Subject: Request for Electric, removal at
ERIE FOUR CORNERS, ERIE,
WELD, Colorado

Dear TOLL SOUTHWEST LLC,

I have completed the engineering design and cost estimate to provide Electric removal based upon information you have provided. This design is based upon Electric removal, as shown on the enclosed drawing. The cost to provide the requested Electric removal, is \$ 379.59, which is non-refundable and payable in advance.

This proposal is contingent upon the following:

- All work performed during our normal work hours.
- Obtaining “Right-of-Way” at no cost to us.
- Obtaining permits as needed.
- No frost, in the ground, during construction or agreeing to pay for additional costs during frost conditions.
- There is an additional charge to open the transformer.
- Providing final grade elevations, at our equipment locations.
- Grade at trench location to be within 6 inches of the final grade.

If necessary our right-of-way agent will mail the right-of-way or easement documents to the appropriate landowners for their signature. This proposal is contingent upon receiving easements at no cost to us. Our right-of-way agent will need a copy of the Warranty Deed, the legal description, and the site drawing in order to prepare the easement for the landowner’s signature.

NOTE: You must personally contact the local telephone company, the local cable TV company and/or any other utility company to arrange for the installation and payment of any costs of their facilities if they need to be relocated or disconnected along with the removal.

If you accept the above costs and system design, please sign and date the second page of this letter and return this document to Public Service Company of Colorado, at the address shown below. After the signed and dated documents and total payment of \$ 379.59 are received via the payment process, a work order will be issued and released so your project can be placed on the construction schedule. If a check is sent via the new payment process we are

unable to accept checks with any sort of Lien Waiver because our Tariffs do not make an allowance for PSCo to accept checks printed or stamped with a lien waiver. Our current lead-time to begin work after receiving the payment and signed documents is approximately 12 weeks. You will be notified of the week that our construction is scheduled to begin as soon as it is available.

This proposal will be valid until March 2, 2025. If you have any questions regarding this project, please call me at 3032418859.

Sincerely,
Zed Padgett

I have reviewed and approve of the enclosed design. I accept the cost of \$ 379.59 and this amount will be paid to Xcel Energy in full prior to the scheduled construction date. The Construction Cost stated above does not include special items such as but not limited to frost or rock conditions. In the event the Company encounters any special items during construction, the Company shall bill Applicant for such special items as a non-refundable contribution in aid of construction. I will send a signed copy of this letter with the applicable agreements.

Planner Name: <u>Zed Padgett</u>	Customer Phone: <u>303-653-8039</u>
Planner Title: <u>Contractor, Prof Consultant</u>	Customer Email: <u>TWESTBROOK@TOLLBROTHERS.COM</u>
Mailing Address: <u>4400 KITTREDGE ST. SUITE 50</u>	Mailing Address: <u>7100 E BELLEVIEW AVE SUITE 200</u>
City, State Zip: <u>Denver, CO 802389</u>	City, State Zip: <u>GREENWOOD VILLAGE, CO 80111</u>

XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Public Service Company of Colorado	Legal Entity Name (if applicable):
By: James Todd Conner Digitally signed by James Todd Conner Date: 2025.01.25 09:42:20 -06'00'	Authorized Signer (see signing options below*): <i>Signing Option 1</i> <input type="checkbox"/> AGREE <i>Signing Option 2</i> (Signature below) By:
Printed Name: James Todd Conner	Printed Name:
Title: VP, Distribution	Title (if applicable):
Date: 01/31/2025	Date:

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.



December 30, 2024

TOLL SOUTHWEST LLC
7100 E BELLEVIEW AVE SUITE 200
GREENWOOD VILLAGE , CO 80111

RE: Frost Installation Conditions

Due to the possibility that ground frost conditions may exist during installation of your distribution facilities and if applicable, service laterals, it is necessary that Xcel Energy inform you of our policy regarding installation in frozen ground.

If frost conditions deeper than six inches (6”) are encountered, additional costs will be charged at a cost of \$3.51 per linear foot. Also, if “select” backfill is required, Xcel Energy will charge an additional amount based on actual costs.

Charges for trenching in frost will be billed after the job has been completed; therefore, you may want to have a representative present during the trenching operation to confirm the frost depth.

If you prefer to avoid frost charges by waiting until frost depth is six inches (6”) or less, you must notify me at the time of your application, otherwise please complete and return the attached Frost Agreement.

If you have any questions or comments, please call me at the number listed below.

Sincerely,

FROST AGREEMENT

For Installation of Gas and/or Electric Distribution and Service Laterals

TOLL SOUTHWEST LLC, hereinafter referred to as “Customer”, having entered into an agreement with Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy to install gas and/or electric facilities into its project known as ERIE FOUR CORNERS, located at (service address) ERIE FOUR CORNERS, ERIE further agrees that if ground frost conditions deeper than six (6”) are encountered at the time of installation of the Gas and/or Electric Distribution and if applicable, Service Laterals, “Customer” hereby authorizes Xcel Energy to install the above facilities and to pay the actual additional non-refundable frost charges. By signing this Agreement, “Customer” requests to proceed with the installation regardless of frost conditions and such installation will be done with the actual frost charges billed by Xcel Energy and paid by the “Customer”. These charges are in addition to any previous extension charges and are not refundable. Such charges are due and payable within thirty (30) days after the billing.

Should the decision be made to defer installation until there is six inches (6”) or less frost in the ground, rescheduling of installation will be done with consideration made for previously scheduled installations. Notification of the approximate date of installation will be given by Xcel Energy as soon as practicable after frost conditions have ceased.

If this Frost Agreement includes Service Laterals for this project, please list addresses or lot and block numbers that are covered by this Agreement.

Planner Name: Zed Padgett	Customer Phone: 303-653-8039
Planner Title: Contractor, Prof Consultant	Customer Email: TWESTBROOK@TOLLBROTHERS.COM
Mailing Address: 4400 KITTREDGE ST. SUITE 50	Mailing Address: 7100 E BELLEVIEW AVE SUITE 200
City, State Zip: Denver, CO 80239	City, State Zip: GREENWOOD VILLAGE, CO 80111

Lock Agreement

CUSTOMER SIGNATURE
Legal Entity Name (if applicable):
Authorized Signer (see signing options below*): <i>Signing Option 1</i> <input type="checkbox"/> AGREE <i>Signing Option 2</i> (Signature below)
By:
Printed Name:
Title (if applicable):
Date:

- * **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and

CONTINGENCY LIST

*CUSTOMER:	TOLL SOUTHWEST LLC
ADDRESS:	ERIE FOUR CORNERS
CITY:	ERIE
DESIGN NO:	1175449
SN:	14112585

Public Service Company of Colorado d/b/a Xcel Energy (the “Company”) has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company’s Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. Disclaimer. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company’s commencement of construction.
2. Construction Obligations. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.
 - ❖ Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
 - ❖ When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
 - ❖ As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
 - ❖ If checked, Customer has agreed to install sleeves at crossings.
 - ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
 - ❖ Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
 - ❖ Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
 - ❖ Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
 - ❖ Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company’s approval, if Customer elects to trim/clear the trees on Customer’s own property, \$ 0.00 _____ will be deducted.
 - ❖ All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
 - ❖ If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer’s sole cost. Customer must contact design engineer for bumper protection clearance requirements.
 - ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer

remediates the site to ensure Company’s crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances (“Environmental Laws”) regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company’s adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
 - The permanent address must be attached to the building before the permanent meter will be set.
 - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
 - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
 - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
 - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
 - Company will install all residential underground electric services in accordance with Company’s Electric Extension Standards.
 - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company’s Electric Extension Standards.
 - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
 - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer’s cost.
 - Company will install all gas services.
 - If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions: _____ long X _____ wide X _____ thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- Town Permit
- County Permit
- State Highway Crossing Permit
- Railroad Crossing Permit
- Bureau of Land Management (BLM) Approval
- Grading and Drainage Permit
- Water Board Crossing
- Special Permit
- Corps of Engineer’s Permit
- Other [Please specify.] _____



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- Wheel Compaction 3,245 feet of trench
- 85% Standard Proctor Compaction _____ feet of trench
- 95% Standard Proctor Compaction _____ feet of trench
- 95% Modified Proctor Compaction _____ feet of trench
- Bore 4,215 feet of trench

Planner Name: Zed Padgett	Customer Phone:303-653-8039
Planner Title: Contractor, Prof Consultant	Customer Email: TWESTBROOK@TOLLBROTHERS.COM
Mailing Address:4400 KITTREDGE ST. SUITE 50	Mailing Address: 7100 E BELLEVIEW AVE SUITE 200
City, State Zip: Denver, CO 80239	City, State Zip: GREENWOOD VILLAGE, CO 80111

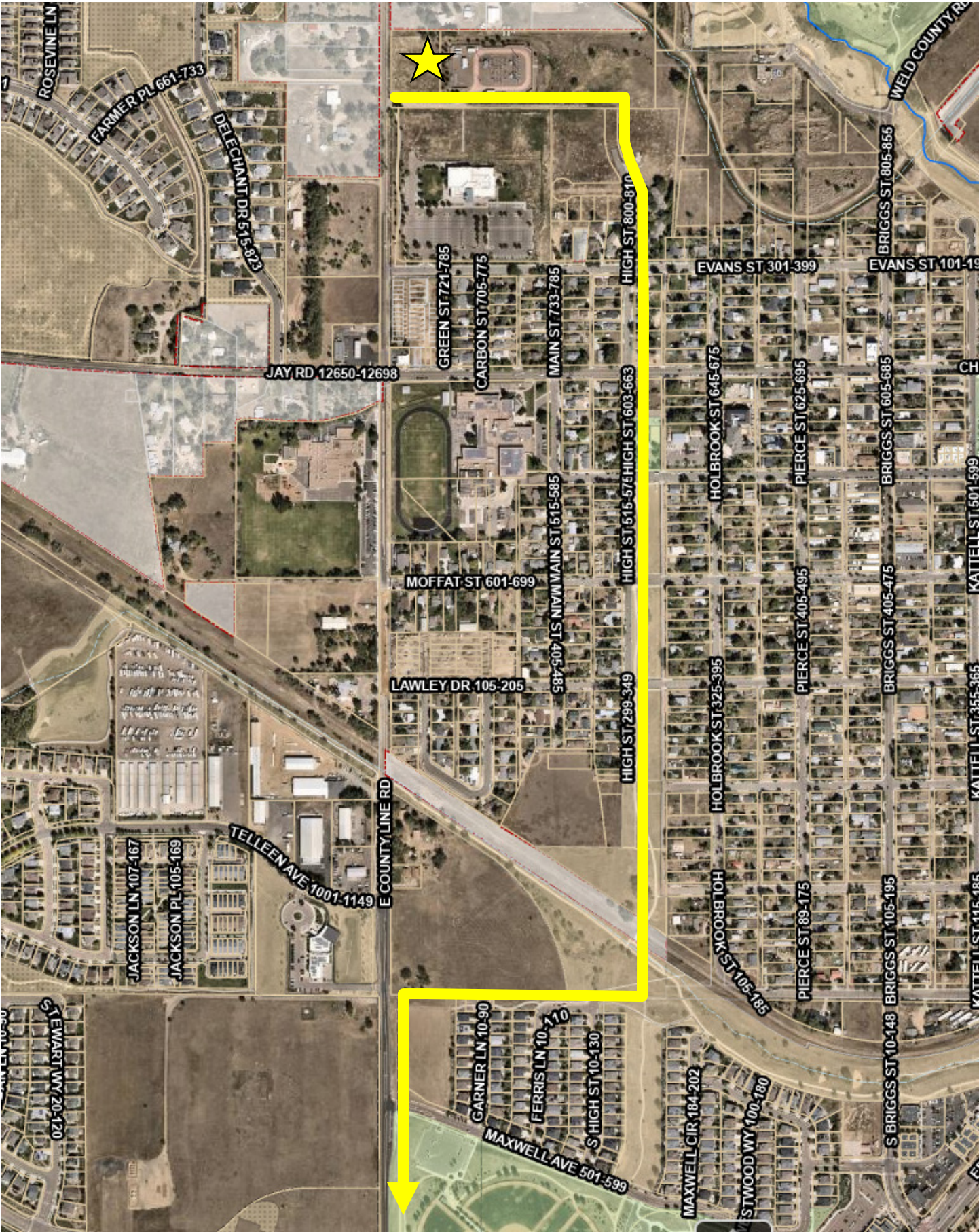
Lock Agreement

CUSTOMER SIGNATURE
Legal Entity Name (if applicable):
Authorized Signer (see signing options below*): <i>Signing Option 1</i> <input type="checkbox"/> AGREE <i>Signing Option 2</i> (Signature below)
By:
Printed Name:
Title (if applicable):
Date:

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and

* **Confidential Information**
 Customer is to return copy of signed document to your Xcel Energy Representative

Vicinity Map





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-190, **Version:** 2

SUBJECT:

CO-Create Erie (Formerly Erie Makerspace) - 2025 Action Plan Presentation

DEPARTMENT: Economic Development

PRESENTER(S): Karen Hofmeister, President, Co-Create Erie
Julia Thomas-Glennon, Vice President, Co-Create Erie
Carter Schultz, Consultant and Technical Advisor

TIME ESTIMATE: 15 minutes

FISCAL SUMMARY: N/A

POLICY ISSUES:

This agenda item has minimal policy implications.

STAFF RECOMMENDATION:

Informational presentation about CO-Create Erie, their board, and operational plan.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

A makerspace is a collaborative workspace equipped with tools, technology, and materials where people can design, prototype, and create projects. Because makerspaces encourage hands-on learning, innovation, and creativity, they are considered a vital public amenity and are often found in schools, libraries, and community centers.

The initial idea for a makerspace located in the Quonset hut at the Town-owned Schofield Farm originated in 2018, with the Schofield Farm Open Space Master Plan. In 2021, the Town received EDA grant funds to complete feasibility study with consultants Ayres Associates for a makerspace located at the site. Community participation in this process brought together the individuals who would become the first iteration of the makerspace board.

Having determined that there was a gap and desire from the community to support such an initiative, Ayres recommended moving forward with the formation of a 501(c)(3) nonprofit board to lead the implementation of the makerspace and oversee its daily operations once constructed. The group received their 501(c)(3) nonprofit status in early 2023. In early 2025, this original nonprofit

was dissolved and a new 501(c)(3) nonprofit was formed under the name CO-Create Erie.

Form+Works (a hired consultant) was brought in at the end of 2022 to create the construction documents for the makerspace at the Quonset hut. In October 2023, the Board of Trustees approved the \$1.3M budget for the interior buildout and exterior improvements. Form+Works submitted 100% construction documents to Town staff.

This presentation will allow CO-Create Erie to inform Council about their organization and their future plans for the makerspace once construction is completed.

COUNCIL PRIORITY(S) ADDRESSED:

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

ATTACHMENT(S):

1. Presentation



ERIE TOWN COUNCIL PRESENTATION

March 25, 2025

OUR MISSION



CO•CREATE Erie, located on Erie's historic Schofield Farm, is an inclusive nonprofit makerspace that empowers people of all ages with workspace, tools, education, and collaboration. We foster creativity, innovation, and lifelong learning in a supportive, welcoming community.

OUR VISION



We envision a dynamic hub of creativity and innovation, where people of all ages and backgrounds come together to learn, collaborate and express themselves. Through access to tools, space, mentorship and a vibrant community, we empower individuals to explore their passions, develop new skills, achieve their creative or technical goals, and bring their visions to life. Committed to sustainability, community engagement, and entrepreneurial growth, we strive to foster a culture of curiosity, resilience, and shared success –positioning CO•CREATE Erie as a leader in the makerspace community.

OPERATING BUDGET



The makerspace aims to operate on an ~\$100k annual budget for its first two years. Funding is expected to be sourced through:

- ~75% membership dues and workshop fees
- ~25% donations, sponsorships and grants.

Membership dues have not yet been determined, but our goal is for it to be affordable to the community.

MEET OUR BOARD



**KAREN
HOFMEISTER**
President

- Owner and Creative Director, Red Doodle Creative; former President of the Downtown Erie Business Association
- Resident of Erie for 14 years

Maker skills: Printmaking, illustration, and fiber arts/sewing



**JULIA
THOMAS-GLENNON, B.ED, MLIS**
Vice President

- Innovation Librarian, High Plains Library District; former teacher
- Resident of Lafayette for 25 years

Maker skills: 3D printing, laser and vinyl cutting, paper crafts, sewing, and gardening

MEET OUR BOARD



**VICKI
RIEDEL, MBA**
Treasurer

- Owner of Red Rock Engraving, 40 years in accounting
- Resident of Erie for 19 years

Maker skills: CO² and fiber laser engraving, sewing, quilting and crafting



**JANNA
MARMÓN**
Secretary

- Owner of Ramblin' Jan, Little Luck Farmette and Fit Club; graphic designer and fitness instructor
- Resident of Erie for 8 years

Maker skills: Gardening, illustration, printmaking and cooking

MEET OUR BOARD



**NICOLE
ZELYEZ**
Board Member

- Director of Marketing for BSW Wealth Partners, owner of Larkspur Landscaping
- Resident of Erie for 5 years in Araphahoe Ridge, neighboring Schofield Farm

Maker skills: Landscaping, gardening, ceramics, and watercolor



**JOE
CYGAN**
Board Member

- COO for Countyline Lumber
- Resident of Erie for 5 years

Maker skills: Woodworking and furniture building

MEET OUR BOARD



**KEN
IVERSON**
Sergeant at Arms

- Retired math/history teacher and Basketball coach of 35 years
- Resident of Erie for 4 years

Maker skills: Woodworking and home remodeling



**CARTER
SCHULTZ**
Advisor to the Board

- Robotics Architect for AMP Robotics, Secretary and Operations chair for Solid State Depot makerspace board
- Resident of Lafayette for 5 years

Maker skills: Robotics, woodworking and a musician

WE ALSO HAVE A VOLUNTEER COMMITTEE OF **12** AND ALWAYS HAPPY TO WELCOME MORE!

WHAT IS A MAKERSPACE



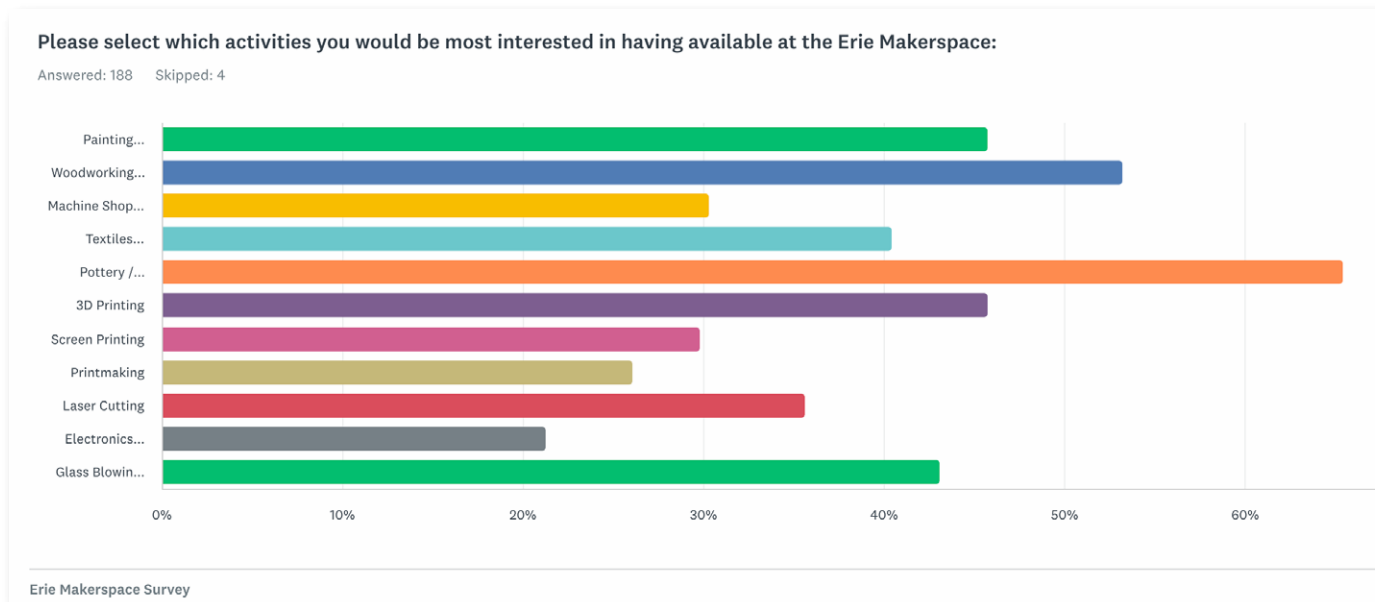
A makerspace is a place in which people with shared interests, especially in technology or the arts, can gather to work on projects while sharing ideas, equipment, and knowledge. This space is a collaborative environment offering opportunities to learn and mentor.



THE COMMUNITY SURVEY



A survey conducted in 2023 with the Erie community asked which activities they were most interested in having access to in our makerspace. Below are the results.



SURVEY RESULTS: TOP 6



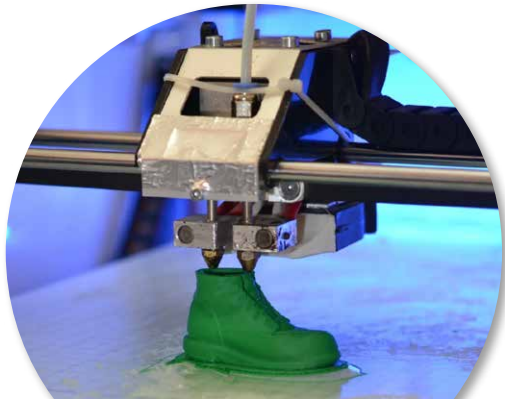
Pottery/Ceramics



Woodworking



Painting



3D Printing



Textiles/Sewing



Laser Cutting

ZONING RESTRICTIONS

Due to zoning restrictions we can't offer metal forging or glass blowing, but are working to build relationships with facilities nearby that do or are able to offer these activities.



Metal Forging



Glass Blowing

ACTIVITIES & EQUIPMENT



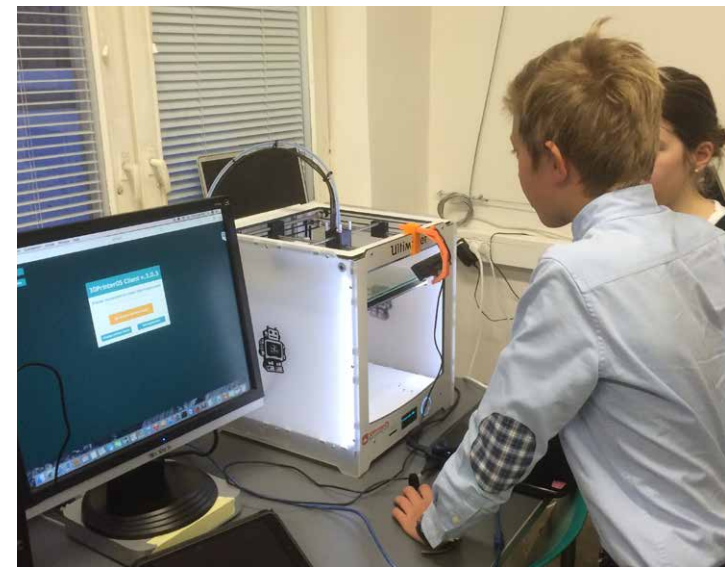
For CO•Create Erie’s collaborative workshop environment, our goal is to raise funds and build sponsor relationships in order to furnish our space with the tools and supplies needed for woodworking, ceramics, fiber arts, printmaking, painting, laser engraving, 3D printing and electronics.



CLASSES & WORKSHOPS



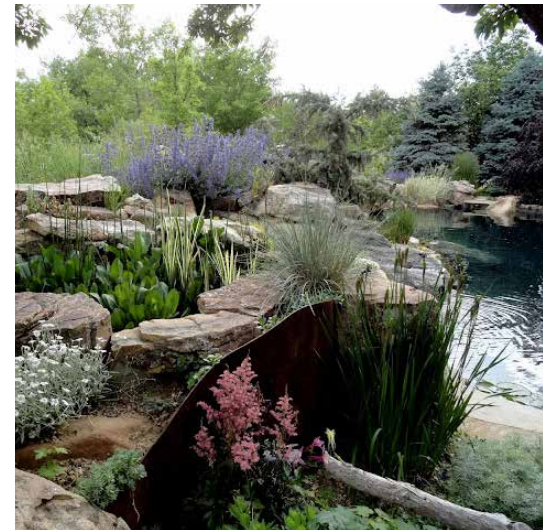
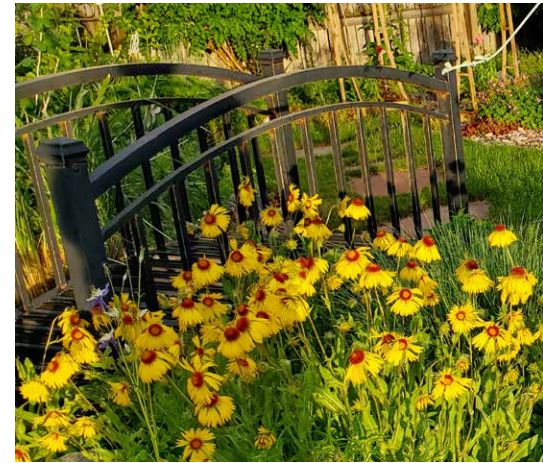
In addition to our open studio for members, our programming will offer classes to our community to learn maker skills in a fun and social setting.



FUNDRAISING INITIATIVE



CO•Create Erie plan to host its first annual fundraiser Garden Tour on June 29, 2025. All 8-10 garden properties will be within a 5 mile radius of town center. We will raise funds through ticket sales, sponsorships and art sales or auction.



OUR NEW LOOK



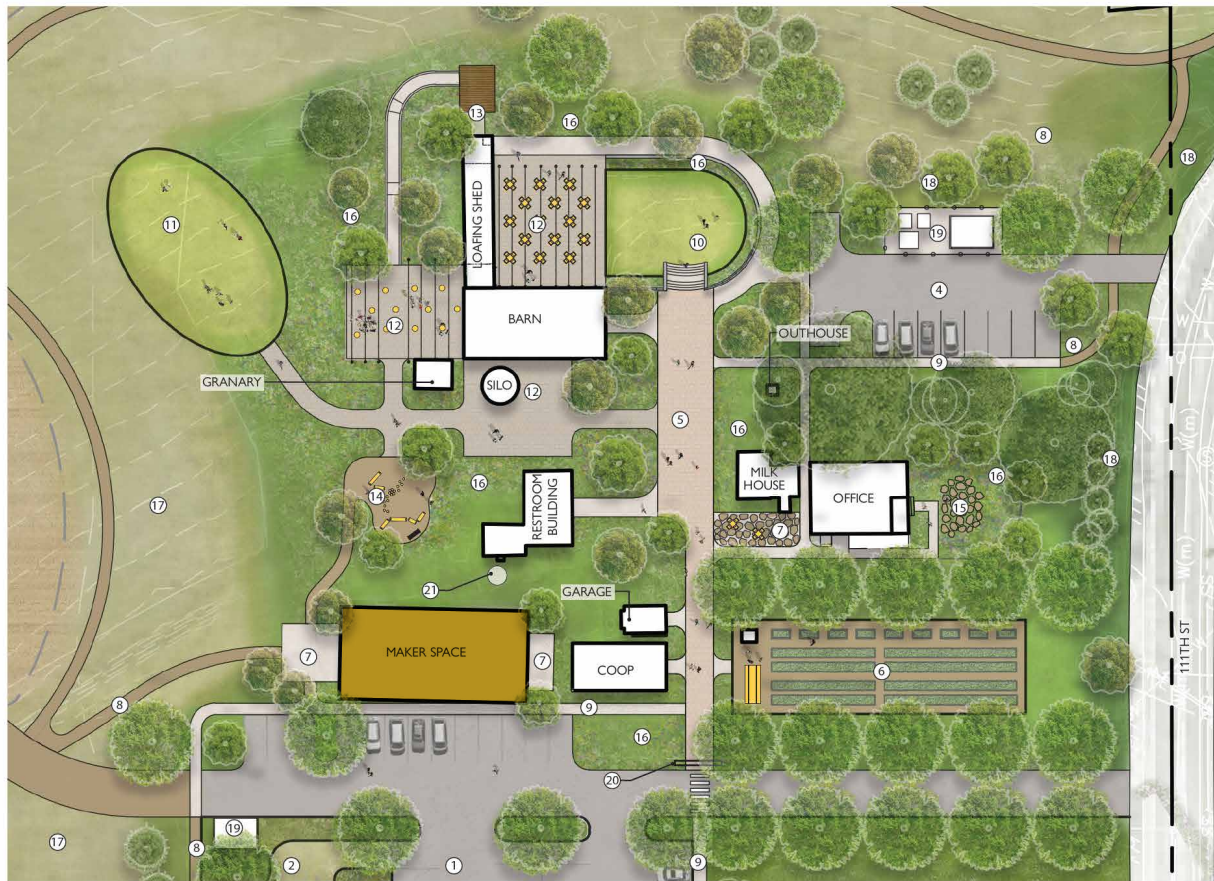
You may have noticed that we have a new name and a new look. We discovered that Erie Makerspace was getting confused with other makerspaces in the area including the Erie Library makerspace.



We conducted a branding exercise to better understand our audience to find a name that we could own and stand out amongst the other makerspaces. We are fortunate to have several graphic designers and branding experts on our board to help us develop our new brand.



THE SPACE



LEGEND

- ① PARKING - 88 SPACES
- ② NATIVE SEED OVERFLOW PARKING - 36 SPACES
- ③ LOADING / DROP OFF
- ④ EMPLOYEE PARKING - 8 SPACES
- ⑤ PROMENADE PLAZA
- ⑥ COMMUNITY GARDEN
- ⑦ PATIO, FLAGSTONE PAVING
- ⑧ CRUSHER FINES TRAIL
- ⑨ CONCRETE WALK
- ⑩ EVENT LAWN
- ⑪ CEREMONY LAWN
- ⑫ EVENT PLAZA
- ⑬ OVERLOOK PLAZA
- ⑭ PASSIVE PLAY
- ⑮ FLAGSTONE PAVING
- ⑯ PLANTING
- ⑰ NATIVE SEED
- ⑱ LANDSCAPE BUFFER
- ⑲ TRASH ENCLOSURE / BACK OF HOUSE
- ⑳ GATEWAY
- ㉑ WOOD ART SCULPTURE
- EXISTING TREE
- PROPOSED TREE
- FENCE
- PROJECT LIMITS
- - - MODIFIED AG LEASE EXTENTS
- EXISTING AG LEASE BOUNDARY

SCHOFIELD FARM | CONCEPT DESIGN - FARMSTEAD ENLARGEMENT
2 OF 2

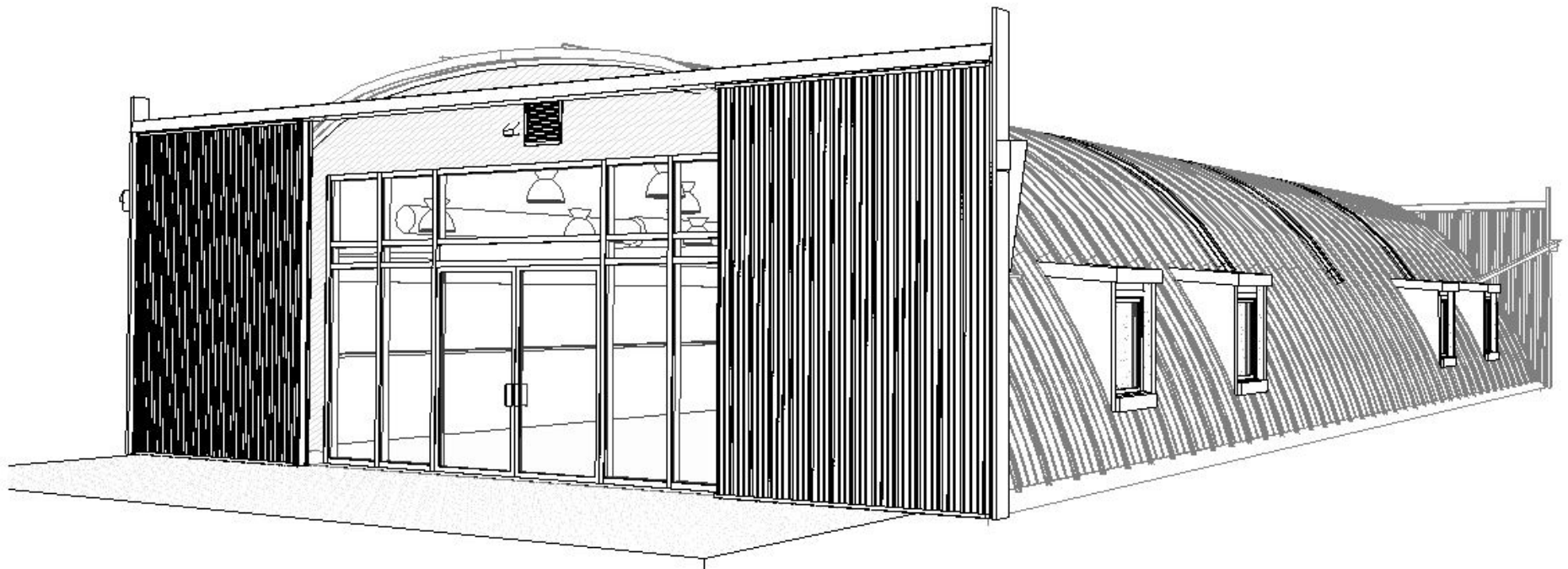
40 FT 
OCTOBER 2024

w e n k
ASSOCIATES

THE SPACE



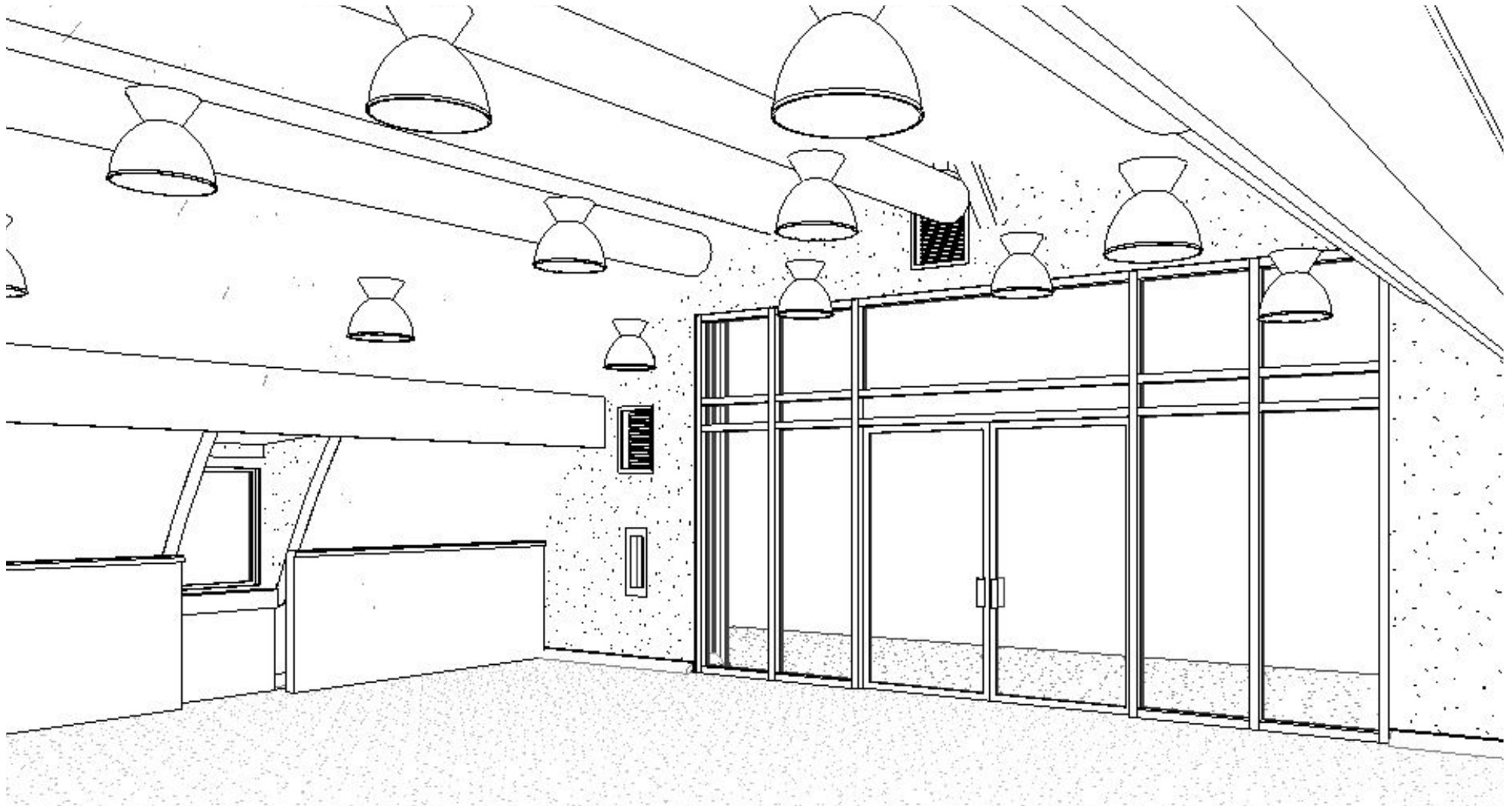
THE SPACE



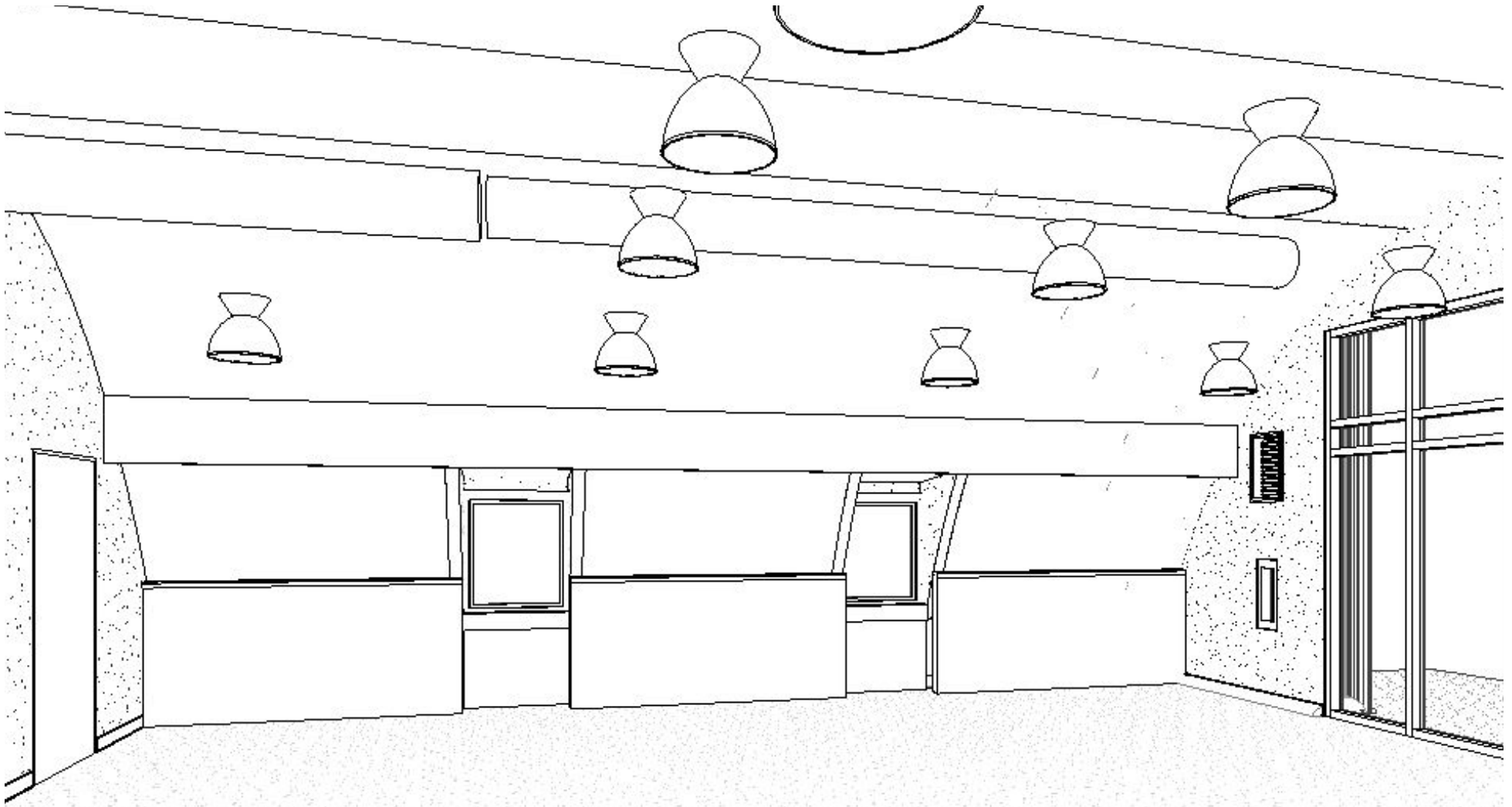
THE SPACE



THE SPACE



THE SPACE



THANK YOU



CO•Create Erie thanks the Town Council for hearing our presentation and hope we have your support for this project as we move forward. We would like to invite our council members on a private tour of our space on Schofield Farm and Open Space at a fitting day and time or sit in on one of our board meetings, which we can coordinate with the Town. Our board is available to answer any questions.

Please email any questions or volunteer interest to:
theeriamakerspace@gmail.com

You can also find and follow us on social media:
Facebook and Instagram @cocreaterie



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-199, **Version:** 1

SUBJECT:

Presentation: Airport Economic Development Advisory Board 1st Biannual Report

DEPARTMENT: Boards & Commissions

PRESENTER(S): Paul Houghtaling, Airport Economic Development Advisory Board Chair

TIME ESTIMATE: 20 minutes

POLICY ISSUES:

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Paul Houghtaling, Airport Economic Development Advisory Board Chair, will provide an update on activities completed or in progress during the first half of 2025 as well as what the Board is planning for the remainder of the year.

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Engaged and Diverse Community
- ✓ Small Town Feel

ATTACHMENT(S):

1. Presentation

TOWN OF ERIE – MARCH 2025

ECONOMIC DEVELOPMENT ADVISORY BOARD

OUR MISSION

- To advise the Town Council on economic development activity at the Erie Airport



BOARD MEMBERS

- Paul Houghtaling – Chair
- Emmett Dowling – Vice Chair
- Michael Bowden – Secretary
- Kevin Cain
- Andrew Mclean
- Jennifer Webb



RECENT ACTIONS

- New airport management contract
- FBO/Terminal Building pending sale/lease
 - Negotiations for sale and renovation under review
- Crosswind Runway property
 - Study of potential uses presented to the council
- Aircraft Hangar Development
 - Over 180 interest forms on file
 - Multiple individuals interested in funding large individual hangars
 - Current expansion of office & hangars under review

ERIE MUNICIPAL AIRPORT ECONOMIC IMPACT

ERIE AIR FAIR 2025

ERIE AIR FAIR

- Provides a connection with the residents of Erie
- 2023 Event hosted 5000 people
- Permit under review for September 7 event

LOOKING FORWARD

- Recent CDOT study highlights the large economic impact of the airport
- Airport Business Park could improve the job growth in Erie
- Demand for hangars is very strong on the Front Range



QUESTIONS



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-196, **Version:** 1

SUBJECT:

Presentation: Historic Preservation Advisory Board 1st Biannual Report

DEPARTMENT: Boards & Commissions

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

TIME ESTIMATE: 20 minutes

POLICY ISSUES:

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

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

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Engaged and Diverse Community
- ✓ Small Town Feel

ATTACHMENT(S):

1. Presentation

Erie Historic Preservation Advisory Board March 2025 Update



Erie Historic Preservation Advisory Board

HP Board Members / Town Liaisons:

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

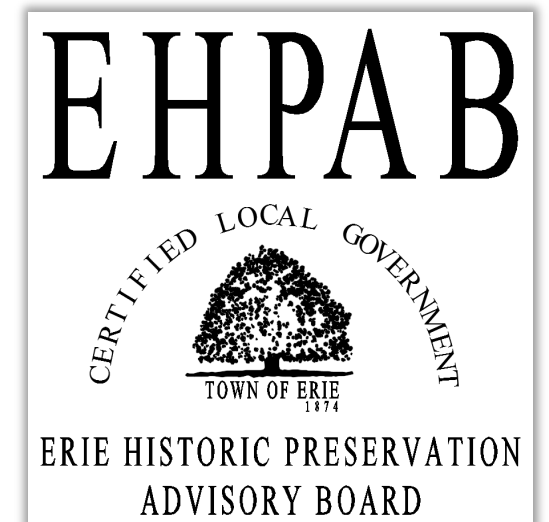


Erie Historic Preservation Advisory Board

2024 Work Plan Goals Status

Goals in Progress

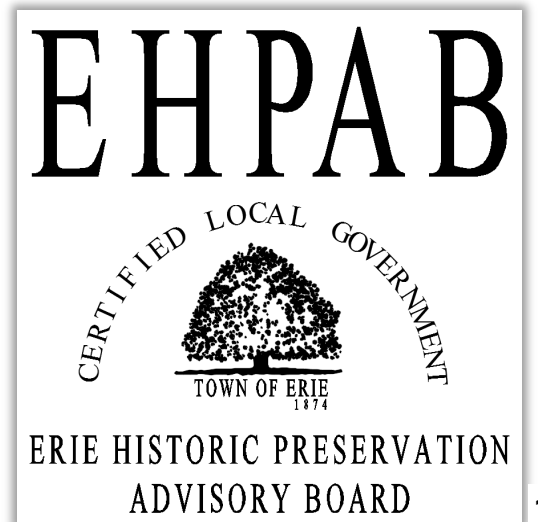
- **Erie's Railroad History Context**
 - Working to resubmit for Competitive Grant in October 2025
- **Pursue Landmarking of Eagle Mine**
- **Erie's 150th Year Anniversary**
 - HPAB November 2024



Erie Historic Preservation Advisory Board

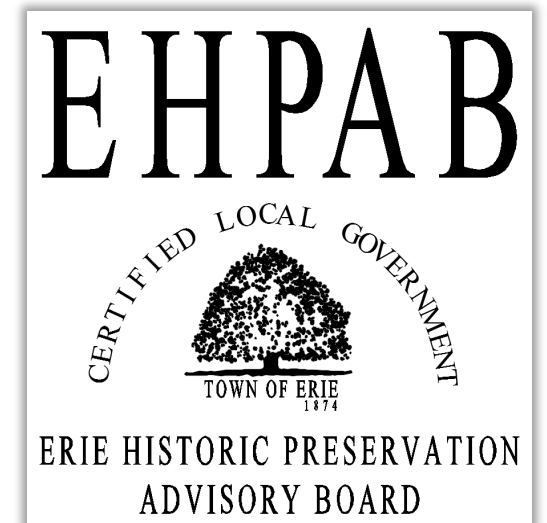
2024 Work Plan Goals Status

- **Researching Historic Tax Incentives**
 - State
 - Local
- **Participate in Local Community Activities**
 - Town Fair
 - Biscuit Day
- **Engage with Other Boards and Commissions**
 - Arbor Day
- **Update HPAB Ordinance and By-Laws**



2025 Work Plan Goals

- **CLG Grant request submitted January 15, 2025**
 - Eagle Mine, Train Depot, and Middle School included
 - Results expected March 3rd
 - ✓ HPAB not awarded CLG Grant
- **Re-submit Grant for Erie's Railroad Historical Context**
- **Pursue Possible Establishment of Old Town Historic District**
 - What is a Historic District
 - Group of landmarks, sites, structures, objects or improvements and their surrounding environs.
 - Written consent of at least **51 percent** of the property owners within the proposed district.



2025 Work Plan Goals

➤ Research Historic Tax Incentives

- A tax credit is a dollar-for-dollar reduction in the amount of tax owed to the government
- At least 50 years old
- Locally landmarked

➤ Participate in Local Community Activities

- Town Fair
- Biscuit Day
- World War I Memorial

➤ Engage with Other Boards and Commissions

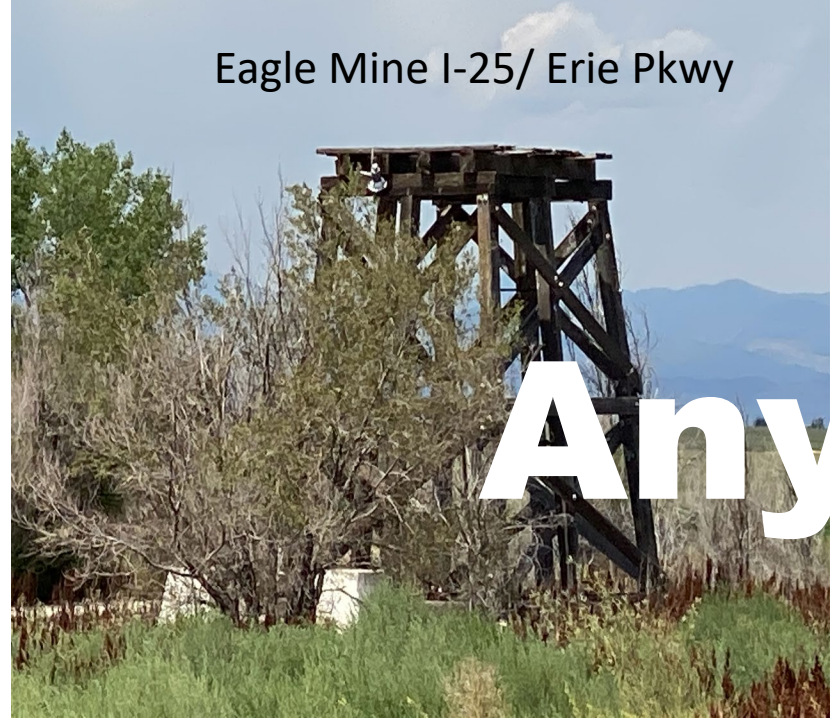
- Arbor Day
- Air Fair

➤ Update HPAB Ordinance and By-Laws

➤ Update Local Landmarking Town Ordinance



Eagle Mine I-25/ Erie Pkwy



Jerosa Farm Barn (Kenosha Rd)



Any Questions



The Pillars at Nine Mile Corner



1929



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-197, **Version:** 1

SUBJECT:

Presentation: Open Space and Trails Advisory Board 1st Biannual Report

DEPARTMENT: Boards & Commissions

PRESENTER(S): David Tazik, Open Space and Trails Advisory Board Member

TIME ESTIMATE: 20 minutes

POLICY ISSUES:

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Dave Tazik, Open Space and Trails Advisory Board Member, will provide an update on activities completed or in progress during the first half of 2025 as well as what the Board is planning for the remainder of the year.

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Engaged and Diverse Community
- ✓ Small Town Feel

ATTACHMENT(S):

1. Presentation



OSTAB Status Report

Open Space and Trails Advisory Board

Presented by: David Tazik

March 25, 2025



- Acknowledgements
- What does OSTAB do?
- Board Members
- Highlights
- Prairie Run (formerly East Boulder Creek Plan)
- BERT (Boulder Erie Regional Trail)
- Going Forward



Acknowledgements

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



What does OSTAB do?

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



As a Community Liaison

- Advocated for Boulder to Erie Regional Trail with Boulder County Commissioners.
- Serve as a liaison between the community and the town on questions and issues related to open space.
- Participates in annual Town Fair at the Open Space booth.



Board Members

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



Highlights

- Reynolds Property Acquisition – November 2024
- Review of Parks & Recreation 2025 work plan
 - Recommend further development of Single Track
 - Improve trail connectivity and signage
 - Look for opportunities to enhance natural and created wetlands
- Support for Prairie Run Open Space (East Boulder Creek)
 - BOCO Parks and Open Space Advisory Committee
 - BOCO Board of County Commissioners
- Support for Boulder to Erie Regional Trail (BERT)
 - City of Boulder Board of Trustees
 - BOCO Board of County Commissioners
- Input to 2024 Comprehensive Plan
 - Greenway trail system and habitat connectivity
 - Ensure open space access in multi-family and mixed-use communities
 - Balance quantity of open space with quality and connectivity

Reynolds Property



A+B = 6.72 acres C = 29.19 acres. D = 2.99 acres
South of Vista Parkway and east of County Line
Road adjacent to Coal Creek.



1.43 acres just west of S. Main St



Prairie Run Overview

CO Hwy. 52

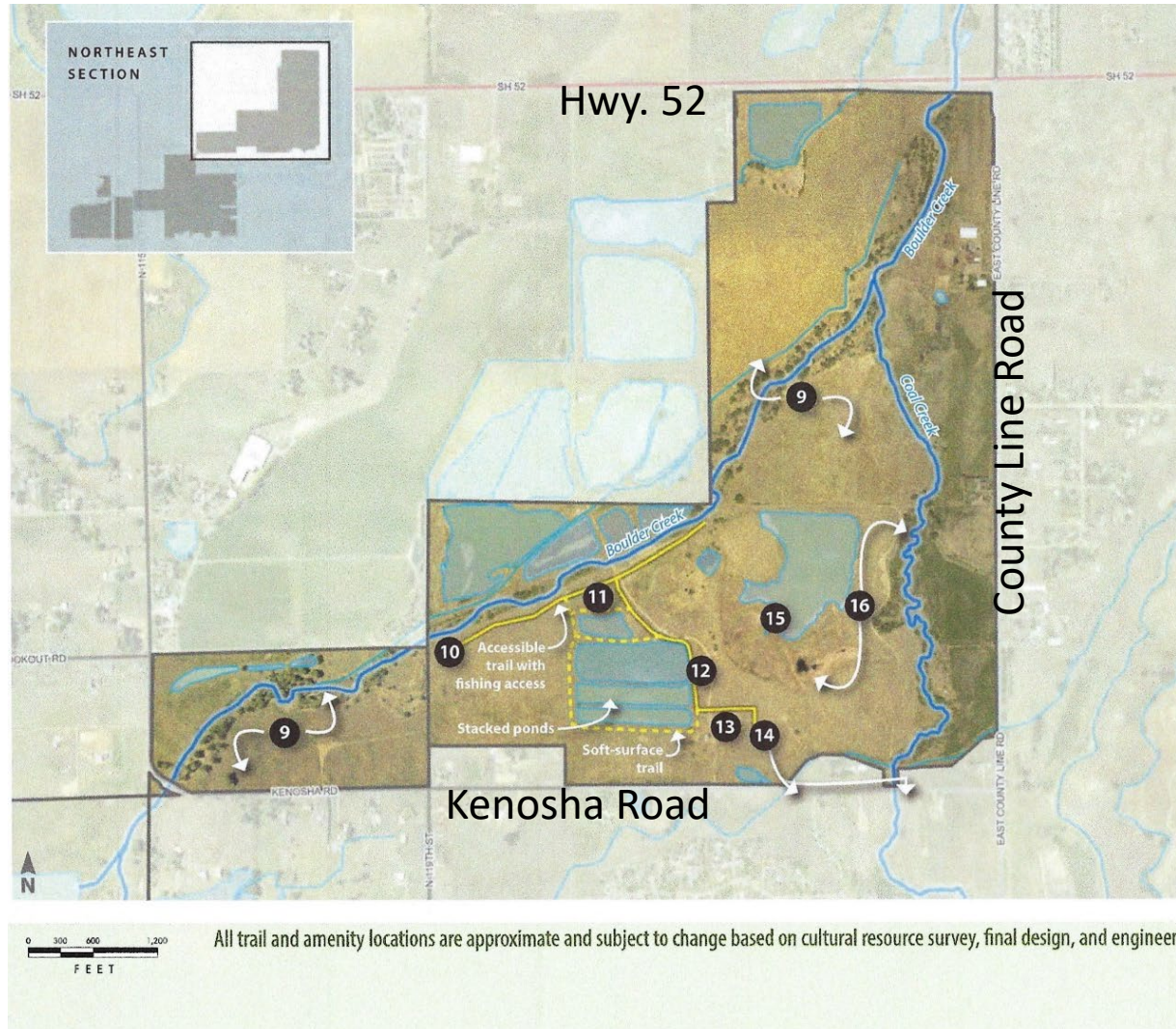
- 1,350 acres
- 5-mile stream corridor (Boulder & Coal Creeks)
- 5 miles or trails

US Hwy. 287

County Line Road

Jasper Road

Prairie Run (NE Section)



MAP KEY:

- 9. Wildlife habitat & agriculture preservation area: closed to public uses
- 10. Small shelter
- 11. Large shelter and nature play area
- 12. Potential fishing pier and watercraft access
- 13. Existing oil & gas well will be fenced
- 14. Trailhead (includes parking area) and future connection to future southwest trailhead and Town of Erie trails
- 15. Protect Critical Wildlife Habitat: closed to public uses
- 16. Wildlife habitat preservation area: closed to public uses

MAP LEGEND:

- General Area of Management Action
- Accessible Trail
- Soft-Surface Trail
- Perennial Stream
- Main Ditch
- Lake or Reservoir

Allowed Uses

- Hiking
- Biking
- Fishing
- Paddling
- Equestrian

Open sunrise to sunset
On-trail use only

Prairie Run (SW Section)

MAP KEY:

1. Wildlife habitat & agriculture preservation area: closed to public uses
2. Protect Critical Wildlife Habitat: closed to public uses
3. Potential future B.E.R.T. connection
4. Trailhead (includes parking area)
5. Fishing access
6. Bench/rest area
7. Agriculture preservation area: closed to public uses
8. Potential future connection to Town of Erie trails and future northeast trailhead

MAP LEGEND:

General Area of Management Action

Soft-Surface Trail

Perennial Stream

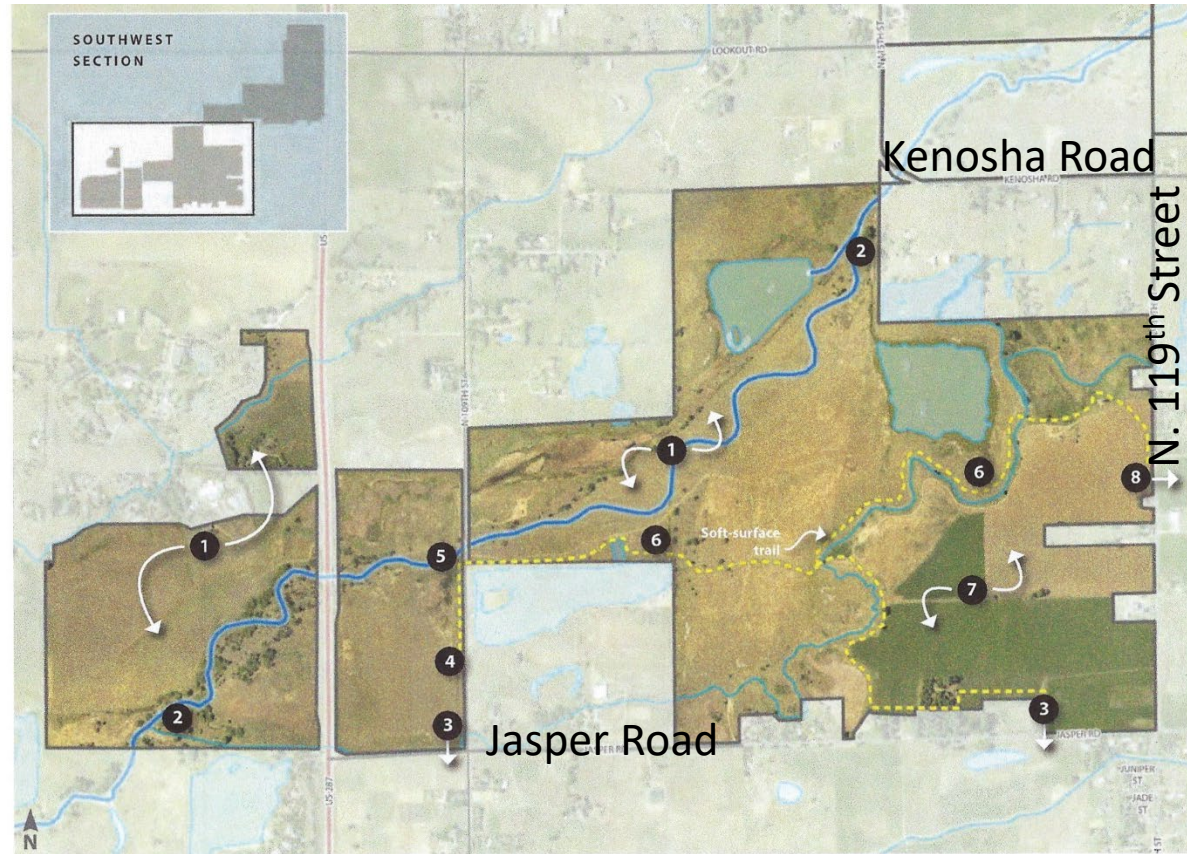
Main Ditch

Lake or Reservoir

Allowed Uses



Open sunrise to sunset
On-trail use only



All trail and amenity locations are approximate and subject to change based on cultural resource survey, final design, and engineering.



BERT Overview

61 Street

County Line Rd

Major Challenges:

- Crossing US 287
- Multiple raptor nest between 75th & 95th Streets – Colorado Parks & Wildlife setbacks

BERT – Erie Portion

Hwy. 287



- Future trailhead likely along Jasper Rd
- Portion near County Line Rd previously constructed by Town of Erie
- Connector from County line Rd to Coal Creek Trail previously constructed by Town of Erie



Going Forward

- Wise Homestead Open Space
 - Develop trails to emphasize excellent views of the Front Range
 - Connect with BERT trail and the Prairie Run Open Space
- Trail connectivity with Prairie Run Open Space
- PROST Playbook – Strategy Development
- Long range planning
 - Open space acquisition priorities
 - Trail connectivity
 - Habitat quality and connectivity
 - Opportunity for public engagement
- Outreach to property owners
- Town Fair & Arbor Day
- Support to Parks & Recreation as needed



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-200, **Version:** 1

SUBJECT:

Presentation: Sustainability Advisory Board 1st Biannual Report

DEPARTMENT: Boards & Commissions

PRESENTER(S): Justin Benore, Sustainability Advisory Board Chair

TIME ESTIMATE: 20 minutes

POLICY ISSUES:

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Justin Benore, Sustainability Advisory Board Chair, will provide an update on activities completed or in progress during the first half of 2025 as well as what the Board is planning for the remainder of the year.

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Engaged and Diverse Community
- ✓ Small Town Feel

ATTACHMENT(S):

1. Presentation

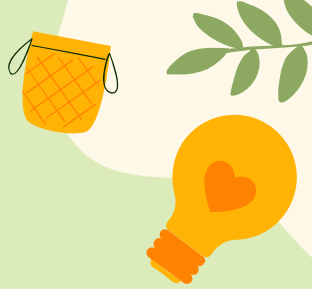
Sustainability Advisory Board

Biannual Report to Town Council

March 25th, 2025



Members



Justin Benore

Chair

Karen Winkler

Vice Chair

Arthur Henderlong



Renaldo Grami

Mackenzie McClaskey

Anne Walsh

Secretary

Rick Kattar



Fall Clean-Up Day Recap

Saturday, September 14, 2024

8:00 AM until 2:00 PM

- Participating Vendors: 3R Technology Solutions, A Bedder World, Eco - Cycle, Re- Tyres, Shred- It Resource Central and Boulder County Household Hazardous Waste
- Giveaways: Stacy's cookies, Xcel Energy LED lightbulb kits, cotton reusable bags, recycling & sustainability info and Town rebate info
- 19 people recycled mattresses, 34 recycled tires
- For HHW, 97 households/cars for 5,372 pounds, \$3,348.22 or \$34.52 per household



In-Progress Initiatives

Transport to Recycling Center

Interest forms being developed to gauge need and availability

Met with Boulder County Household Hazardous Waste to explore partnership on March 5th

Eco-Garden Tour

Highlighting and building an eco-friendly gardens map in our community to inspire and teach

Pollinator Support

Pollinator District Certification through the Butterfly Pavilion


Met with Butterfly Pavilion on March 5th



In-Progress Initiatives

Community Fruit Rescue

A non-profit that connects people with fruit trees but cannot harvest them with volunteers to harvest for them, reducing food waste in our community directly at the source




“No Idle Zone” Signs

Adding these signs around our school drop-off and pickup zones would be friendly reminders to our community to be eco-conscious

Repair Cafe

This would be a place to connect people with volunteers aiming to repair items rather than landfill and replace



In-Progress Initiatives

Town of Erie Sustainability Division Newsletter

Sustainability Advisory Board Corner – A New Addition to the Newsletter!

This year, we're excited to include updates from our resident-led [Sustainability Advisory Board](#)! See their January update below.



In 2025, the Sustainability Advisory Board is buzzing with exciting initiatives aimed at making our community greener and more sustainable. We're focusing on:

- Pollinator Support: Expanding resources and awareness for our local pollinators.
- Reducing greenhouse gas emissions through the support of transportation electrification and reducing single occupancy vehicle miles through rideshare expansion and development.
- Eco-Garden Tour: Creating a map of inspiring local gardens, including pollinator-friendly ones, with a new webpage featuring resources and rebate information for sustainable gardening.

Did You Know?

Helping pollinators overwinter is easy! Leave garden debris like stems and leaves undisturbed until late spring—they provide essential shelter for pollinators like mason bees and butterflies. Plant native shrubs or trees to create natural overwintering habitats and consider a pollinator-friendly garden for next year!

Together, we're planting the seeds for a sustainable future!



Earth Day / Arbor Day

Saturday April 26th
10 am- 1:00 pm
Post Pavilion at the Erie Community Park



Clean-Up Days

May 3rd, 8 am-2 pm
September 13th, 8 am-2 pm



Thank you

Any questions?

Mackenzie McClaskey
mmclaskey@erieco.gov

CREDITS: This presentation template was created by [Slidesgo](#), and includes icons by [Flaticon](#), and infographics & images by [Freepik](#)



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-198, **Version:** 1

SUBJECT:

Presentation: Planning Commission 1st Biannual Report

DEPARTMENT: Boards & Commissions

PRESENTER(S): Tim Burns, Planning Commission Chair

TIME ESTIMATE: 20 minutes

POLICY ISSUES:

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Tim Burns, Planning Commission Chair, will provide an update on activities completed or in progress during the first half of 2025 as well as what the Commission is planning for the remainder of the year.

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Engaged and Diverse Community
- ✓ Small Town Feel

ATTACHMENT(S):

1. Presentation

Planning Commission Biannual Report to the Town Council

Tim Burns, Chair

March 25, 2025



Mission & Team

- The Planning Commission reviews proposed land uses and forwards recommendations to the Town Council. In addition to an on-going quasi-judicial role related to land-use permits; Planning Commission also plays an active role in contributing to Comprehensive Plan Updates via participation on the Plan Advisory Committee & contributing to the Transportation Mobility Plan.

Robert (Bob) Braudes	April 2028
Ben Hemphill, Vice-Chair	April 2028
Delaney Dreckman	April 2028
Sherri Booth	April 2026
Christopher Baham	April 2026
Tim Burns, Chair	April 2026
Martin Laws (Resigned, Vacant)	April 2028



September 2024 to March 2025 Review

- Held Public Hearings and Provided Recommendations to Town Council on Development Applications and Related Items
 - Village Co-Op Site Plan, Parksdale North Preliminary Plat and PD Amendment, Summerfield Preliminary Plat No. 2
- Presentations/Discussions on Flex Ride Service and Parking Management
- UDC Changes (Flood Damage Protection, Natural Medicine)
- Comprehensive Plan – Recommendation for Adoption
- Transportation and Mobility Plan – Recommendation for Adoption



Goals for 2025

- **Primary Mission:** Continue to provide feedback and recommendations related to new applications that are consistent with the Comprehensive Plan and UDC
- **Continuing Education & Skill Development:** Conduct trainings focused on process and procedures, roles, and responsibilities.
- **Exploring Commission Responsibilities, Expanding Roles:** Research opportunities for PC to expand responsibilities and roles for the Town



Questions & Discussion



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-195, **Version:** 1

SUBJECT:

Presentation: Tree Advisory Board 1st Biannual Report

DEPARTMENT: Boards & Commissions

PRESENTER(S): Patricia O'Donnell, Tree Advisory Board Member

TIME ESTIMATE: 20 minutes

POLICY ISSUES:

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Patricia O'Donnell, Tree Advisory Board Member, will provide an update on activities completed or in progress during the first half of 2025 as well as what the Board is planning for the remainder of the year.

COUNCIL PRIORITY(S) ADDRESSED:

- ✓ Engaged and Diverse Community
- ✓ Small Town Feel

ATTACHMENT(S):

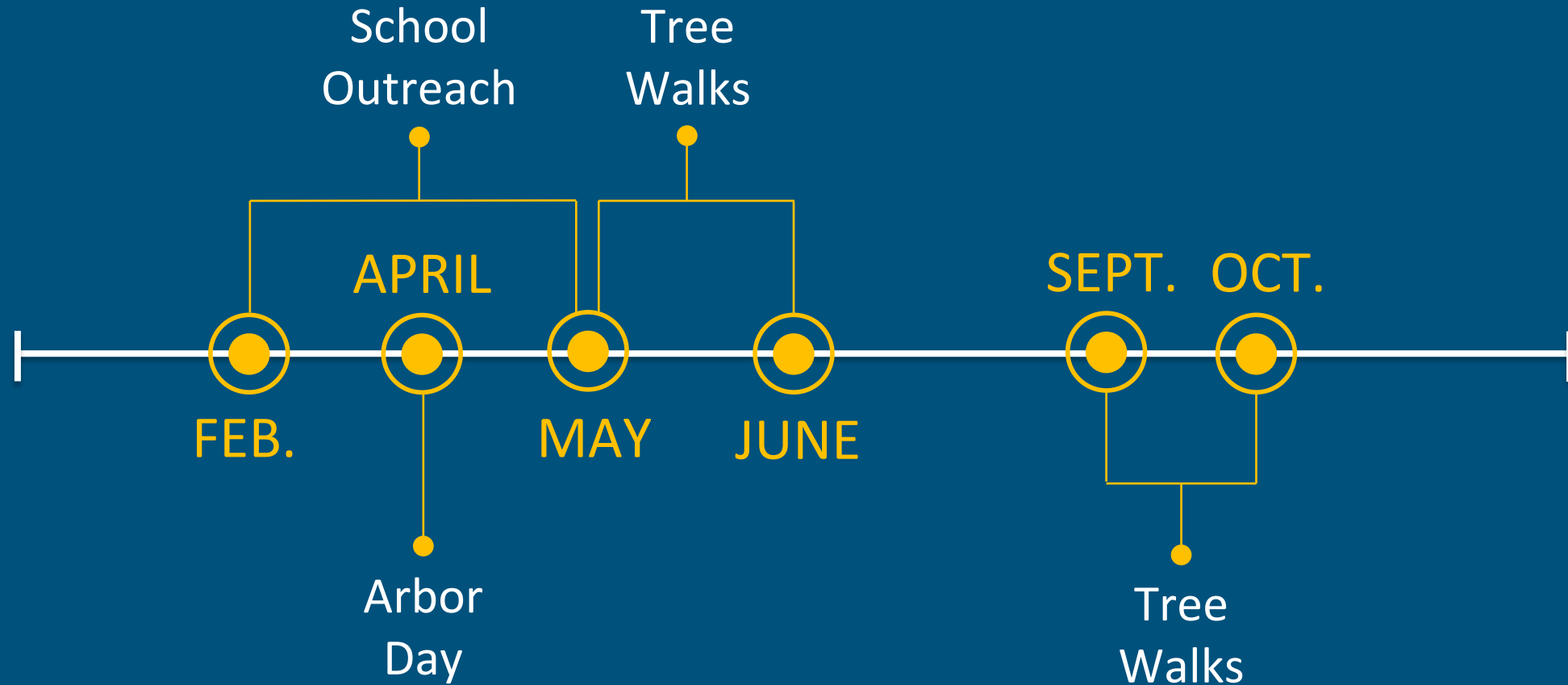
1. Presentation



Tree Advisory Board

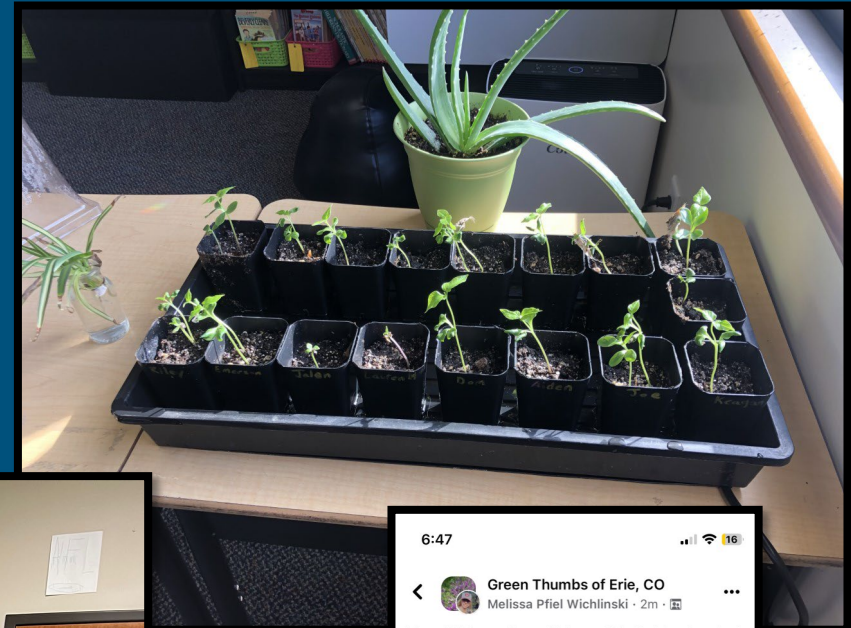
Biannual Report :: March 25, 2025

2025 Calendar of Events



School Outreach

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



Arbor Day/Earth Day

Saturday, April 26, 2025

Erie Community Park – Post Pavilion

10-1pm



Trees Walks

- Educational opportunity with the Town Forester
- Friday, May 2nd at noon – Arapahoe Ridge Park
- Additional walks in June, Sept. and Oct.



Tree Talk Newsletter

TOWN OF ERIE

TREE TALK NEWSLETTER

TOWN OF ERIE 1874

Vol. 1, No. 1 – Summer 2024

Subscribe to our online version of this newsletter to receive instant updates.

Scan Me



Welcome to our first edition of Tree Talk prepared by the Erie Tree Advisory Board. In this newsletter, you'll find expert tree care tips, discover the many benefits of trees, and learn about Erie's tree rebate programs and upcoming events. We hope you find this newsletter both informative and inspiring. Thank you for being a part of our vibrant, tree-loving community!

ABOUT THE TREE ADVISORY BOARD

Erie is proud to be designated as a Tree City USA by the National Arbor Day Foundation, recognizing our commitment to effective public tree management and community forestry programs. The mission of the Tree Advisory Board is to educate Erie residents on the importance of planting and maintaining trees on both public and private lands. We strive to uphold Erie's Tree City USA certification, plan and promote our annual Arbor Day Festival, and engage the community in our efforts. As a primary source of information about community forestry, we are dedicated to promoting the sound management of Erie's urban forest.



Join Us for Tree Walks

Interested in exploring some of Erie's unique trees? Join our Tree Walks! Hosted by the Tree Advisory Board and our Town Forester, these events offer a fantastic opportunity to ask questions and learn more about the trees that thrive in our environment.

Our next Tree Walk will be held at Lehigh Park at noon on Friday, Sept. 27.

INTERESTING IN PLANTING A TREE

WWW.ERIECO.GOV/TREEREBATE



SUMMER TREE CARE TIPS



1) Prevent string trimmer damage

A common injury to trees, especially young trees, is damage at the root flare or trunk base caused by string trimmers. When trimming, we can get a little too close and end up slicing the bark, creating a wound that can affect the tree's vascular system and invite pathogens. To prevent accidental string trimmer damage, hand pull grass and weeds around the trunk and put down mulch to discourage trimming close to the stem of the tree.

2) Speaking of mulch Mulch is an urban tree's best friend. Organic mulch like wood chips or shredded bark retains moisture in the soil, moderates soil temperatures, suppresses weeds, and improves soil health as it breaks down. Plus, it creates a buffer zone, preventing damage caused by string trimmers and mowers. When applying mulch around a tree, aim for a ring about 3-5 feet wide and 3-4 inches deep, making sure not to pile it up against the trunk as this can facilitate rot around the root flare. When applying mulch around your tree, think doughnut, not volcano.

3) Staking your tree

Staking a newly planted tree is not always necessary as prolonged staking results in poor trunk taper, smaller root systems, and breakage or tipping after the stakes are removed. However, if your tree cannot stand upright on its own, was bare-root, top-heavy, or is located in a windy area, the extra support is beneficial while the tree establishes in the landscape.

One method to stabilize a tree is to drive a stake on either side of the trunk, outside of the root ball to prevent damage to the roots. Then use a strip of broad, smooth, flexible material, like a grommeted strap, to attach the tree to the stake. It's best to avoid using wire or any material that could potentially dig into the trunk. Attach the material as low on the trunk as possible while still providing support. Allowing the tree some flexibility in the wind encourages root development and good trunk taper. Remove the staking materials after 1-2 seasons to prevent potential girdling of the trunk.



Hi! My name is Claudia Smelko, and I am excited to be one of the newest members of the Tree Advisory Board. One of my favorite trees is the Northern Catalpa (*Catalpa speciosa*). This majestic and resilient tree is perfect for the diverse conditions of the Front Range. With its large, heart-shaped leaves, striking white flowers, and distinctive bean-like seed pods, the Northern Catalpa brings both beauty and ecological value to urban and suburban landscapes. Its adaptability to the region's varied climate and soil conditions makes it an excellent choice for homeowners looking to enhance their outdoor spaces with a stunning and hardy tree.

Mature Height: ~50'
Mature Spread: ~35'
Shape: Pyramidal with rounded top, open structure
Fall Color: Yellow-green
Flower: White, in large clusters
Drought Tolerance: Moderate

Leaf Composting

Erie Recycling Center –
Open 7 days a week 8am -4pm

FOOD WASTE

FOOD SCRAPS / DESPERDICIOS DE COMIDA
Remove stickers, twist ties, rubber bands, and packaging.
Sin etiquetas, alambres de plástico, ligas, o empaquetado.

Coffee grounds and beans
(no filters)
Café molido y en grano
(sin filtros)

Bread

Apple core and bone

COMPOST BAGS
Small countertop compost bags
(3 gallons) accepted
BOLSAS DE COMPOST
Se aceptan bolsas de compost
chicas (3 galones)

THESE ITEMS ARE NOT ACCEPTED IN THIS BIN. PUT THESE ITEMS IN THE TRASH.
Estos artículos ya no se aceptan en el compartimento. PONGA ESTOS ARTICULOS EN LA BASURA.

NO FOOD SERVICEWARE
including products labeled as
compostable
NO UTENSILIOS DE COMIDA
incluyendo productos etiquetados
como compostables

NO PAPER PRODUCTS
NO PRODUCTOS DE PAPEL

NO GREASY PIZZA BOXES
Trash greasy side and recycle
clean side.
NO CAJAS DE PIZZA GRASOSAS
Ponga la mitad grasosa en la basura
y la mitad limpia en el reciclaje.

When in doubt, give us a shout! 303-926-2734 ErieRecyclingCenter@erieco.gov
Si tiene alguna duda, comuníquese con nosotros!

YARD WASTE COMPOSTING

Grass clippings
Pasto cortado

Leaves
Hojas

Branches (less than 12" in diameter)
Ramas (diámetro menor de 12 pulg.)

Sawdust
Aserín

Flowers, plants, and weeds
Flores, plantas y maleza

KEEP'EM OUT / ¡MANTÉNGALOS AFUERA!

No soil or dirt
No echar barro ni
tierra

No sod
No echar pasto
con tierra

No rocks or gravel
No echar piedras ni
grava

No wood over 12" diameter
No echar madera con diámetro
mayor de 12 pulg.

No pet waste
No arroje desechos
animales

PLEASE COMPOST ONLY THE MATERIALS LISTED ABOVE. Call Eco-Cycle at (303) 444-6634 with questions.
COMPOSTE SOLO LOS MATERIALES INDICADOS ARRIBA. Llame a Eco-Cycle al (303) 444-6634 si tiene preguntas.

Existing Tree Programs

Residential Tree Rebate Program

Available to Property Owners

HOA Cost Share

Available to HOAs

School and Non-Profit Cost Share Program

Available to schools and non-profit organizations

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



Tree Board Members:

Amy Demeyer

Patty O'Donnell

Claudia Smelko, Vice Chair

Jason Shimmel, Chair

Taylor Thomson (pending approval)

Leanne Vielehr, Secretary

Vacancy





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-177, **Version:** 1

SUBJECT:

Planning & Development Monthly Report - February 2025

DEPARTMENT: Planning & Development

PRESENTER(S): Sarah Nurmela, AICP, Director of Planning & Development

STAFF RECOMMENDATION:

Informational Only

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Planning & Development Monthly Report includes updates from all divisions within the Planning & Development Department, including Planning, Building and Affordable Housing.

Updates and information include land use application and building permit activity as well as interdepartmental and intergovernmental efforts.

ATTACHMENT(S):

1. Planning & Development Monthly Report - February 2025

PLANNING & DEVELOPMENT MONTHLY REPORT

Review of February 2025

STAFF HIGHLIGHTS

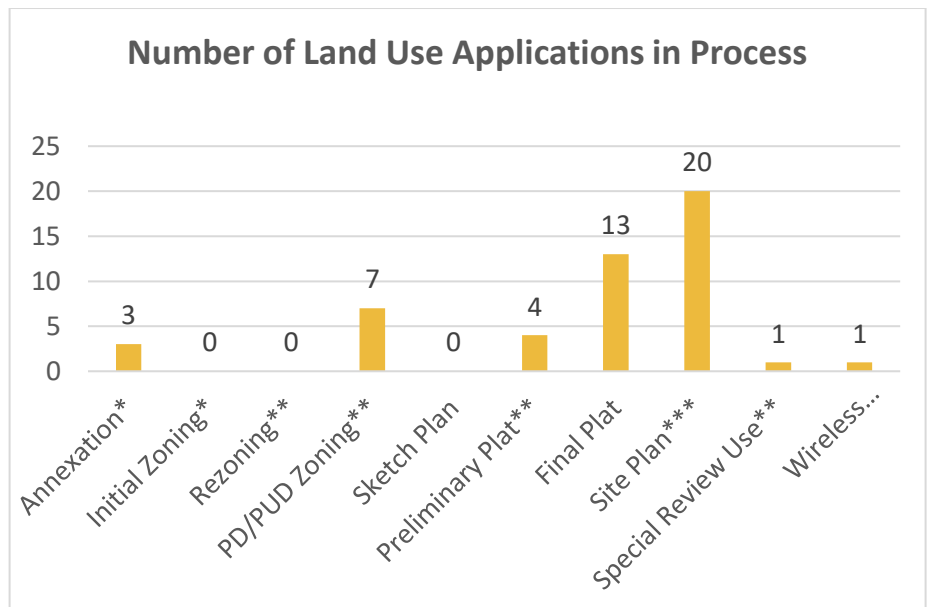
- The Lead Building Inspector passed the International Code Council (ICC) examination to obtain his Residential Plans Examiner Inspector certification.
- A Building Inspector III passed the ICC examination to obtain his Residential Mechanical Inspector certification and is the division’s first ICC certified Residential Combination Building Inspector.

PLANNING DIVISION

Current Planning

Land Use Applications

Planning had a total of 49 land use applications in process in February; the graph illustrates the breakdown of applications by type. The land use application project type details can be found in the Development Application List on the [Town website](#) along with a map of current projects.



*TC review ** PC & TC review *** PC review – Projects 25,000 square feet or greater

Note: Land use applications for Sketch Plan, Site Plan (under 25,000 square feet) and Final Plat are approved administratively. Projects within a PD zone district also have an administrative approval depending on their specific land use requirements.

Pre-Application Meetings

In addition to the land use applications listed above, Planning staff also meet with potential developers in pre-application meetings to discuss a concept or idea for development. Planning provides guidance on Code requirements and which formal land use applications apply. In February 2025, the Planning staff had four Pre-Application meeting requests submitted for the following projects/properties:

1. PA2025-00006 – 3792 N 119th Street – Subdivide property into 20 lots
2. PA2025-00007 – Parcel No. 146715200002 – Potential residential development
3. PA2025-00008 – Westerly Filing 2 – Brightland Home Townhomes
4. PA2025-00009 – 145 Piper Drive – Subdivide property

Strategic Planning

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 January 2025.

- **Current Planning**
 - Village at Coal Creek stakeholder interviews started this month and the consultant team completed an initial site analysis. [*This project is paused as of March 10.*]
- **Long Range/Strategic Planning**
 - Strategic Planning staff met with and provided data on entitled developments to Denver Regional Council of Governments (DRCOG) to inform their Small Area Forecast. The forecast is used for regional transportation planning.
- **Economic Development and Interdepartmental**
 - Planning staff continue to regularly meet with Lafayette and Fredrick staff regarding coordination efforts and IGA drafting.
 - Staff are working with Sustainability, Public Works, and Parks on Landscape Code updates related to state legislation on non-functional turf.

BUILDING DIVISION

Building Activity

What's Going On

- A Board of Adjustment meeting was held on Feb. 27 to address a Town Council concern regarding current member qualifications to serve on the Board of Appeals. The meeting determined that the current members are qualified and willing to continue serving on the board with expanded duties to include those of a Board of Appeals.
- Separate drafts of proposed amendments to the 2024 International Energy Conservation Code (IECC) produced by the North Denver Metro Regional Energy Code Cohort and State Energy Office are under review for solicited comments and edits.

What's Going Up

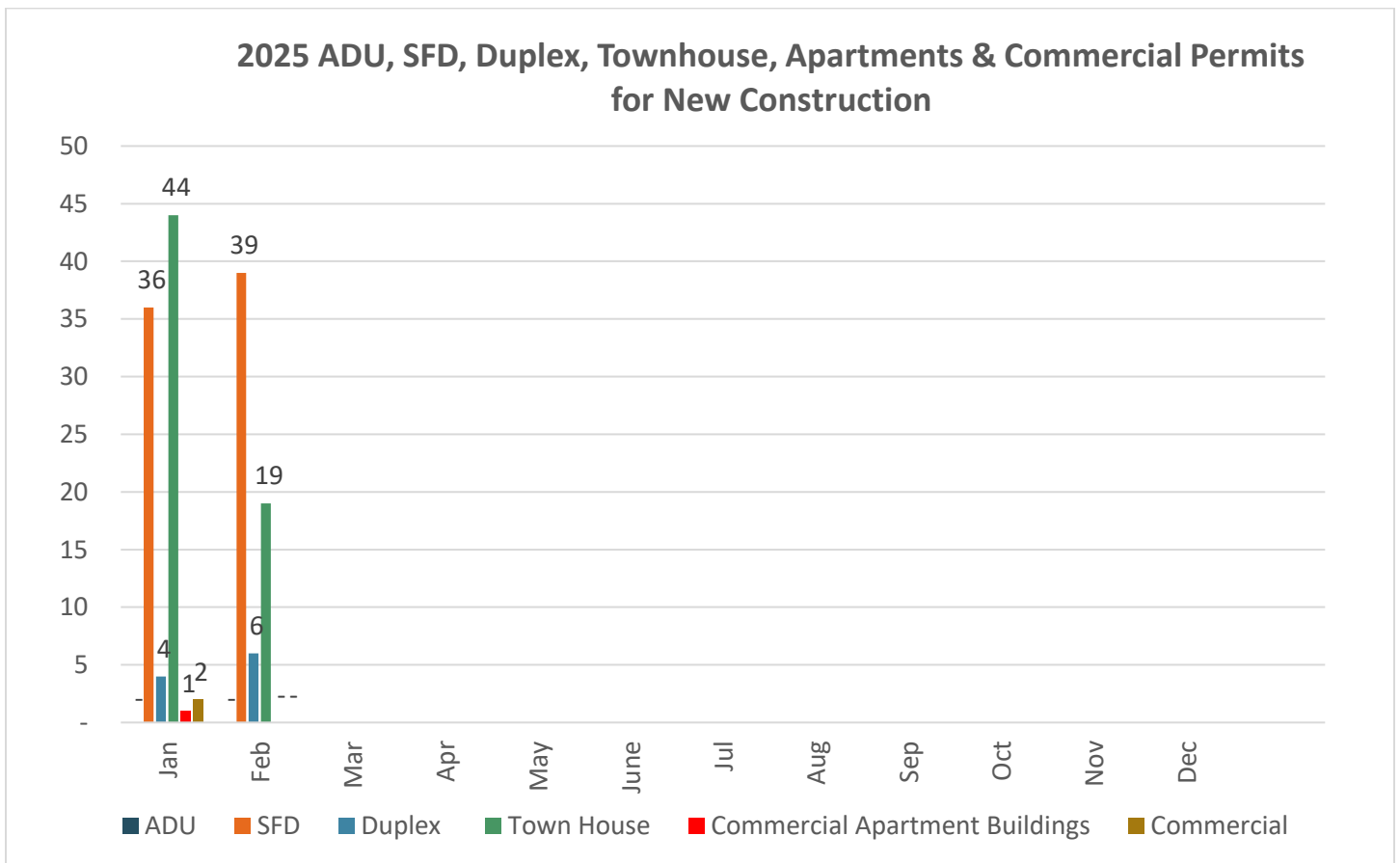
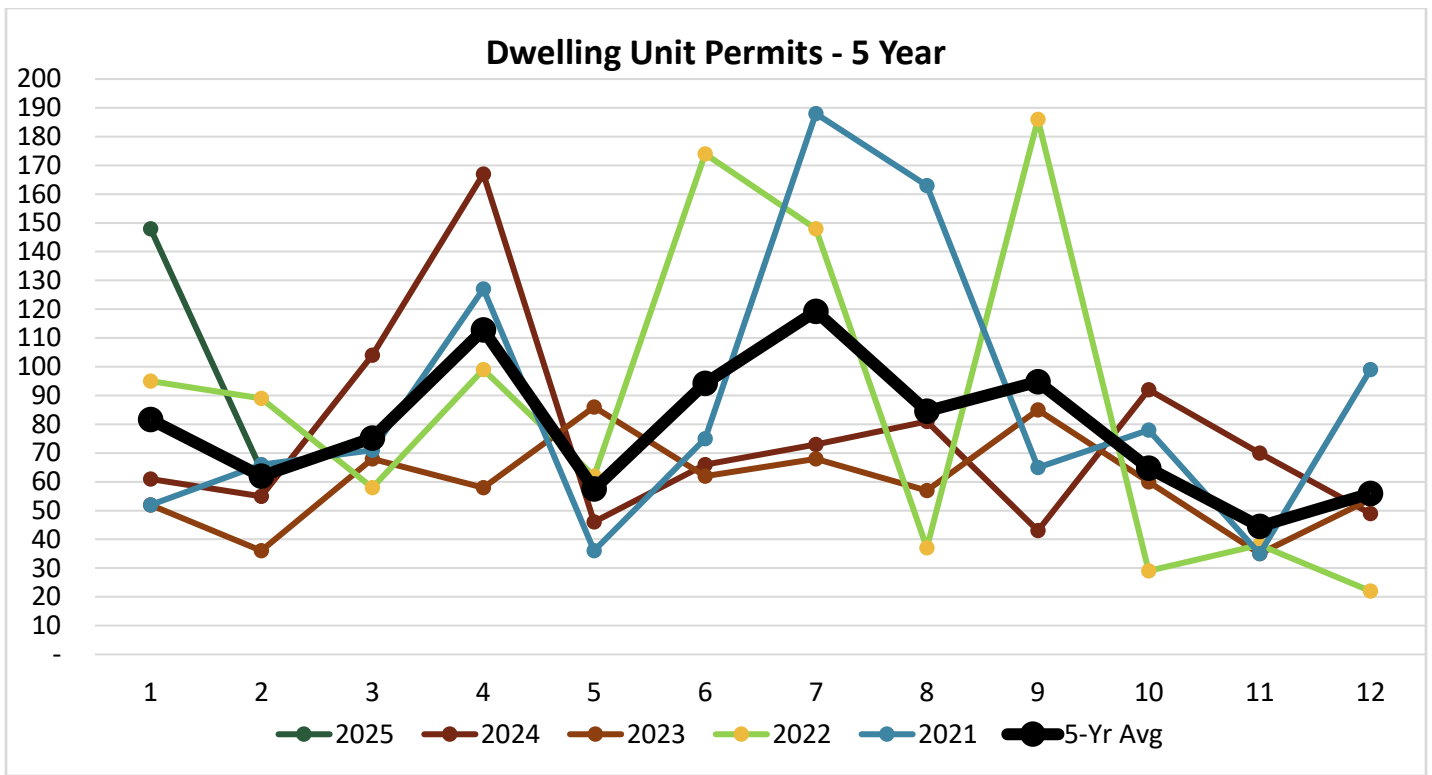
- Children's Eye Clinic – Vista Ridge
- Bellco Credit Union – Erie Commons
- Dutch Brothers Coffee – Erie Commons
- Valvoline – Nine Mile
- Chick-Fil-A – Nine Mile

Summary of this month's Permit and Inspection Activity:

- 197 Total Building Permits (404 YTD) – 15 re-roof permits (7.5% of monthly total / 24 YTD) and 56 single-family dwellings (attached, detached & townhomes / 140 YTD).
- 2,050 inspections - 108 per business day/22 per inspector per day: 5 inspectors.
- 44 Certificates of Occupancy (120 YTD) – 44 Residential (120 YTD) and 0 Commercial (0 YTD).

Commercial Project Permit Applications in Plan Review Queue:

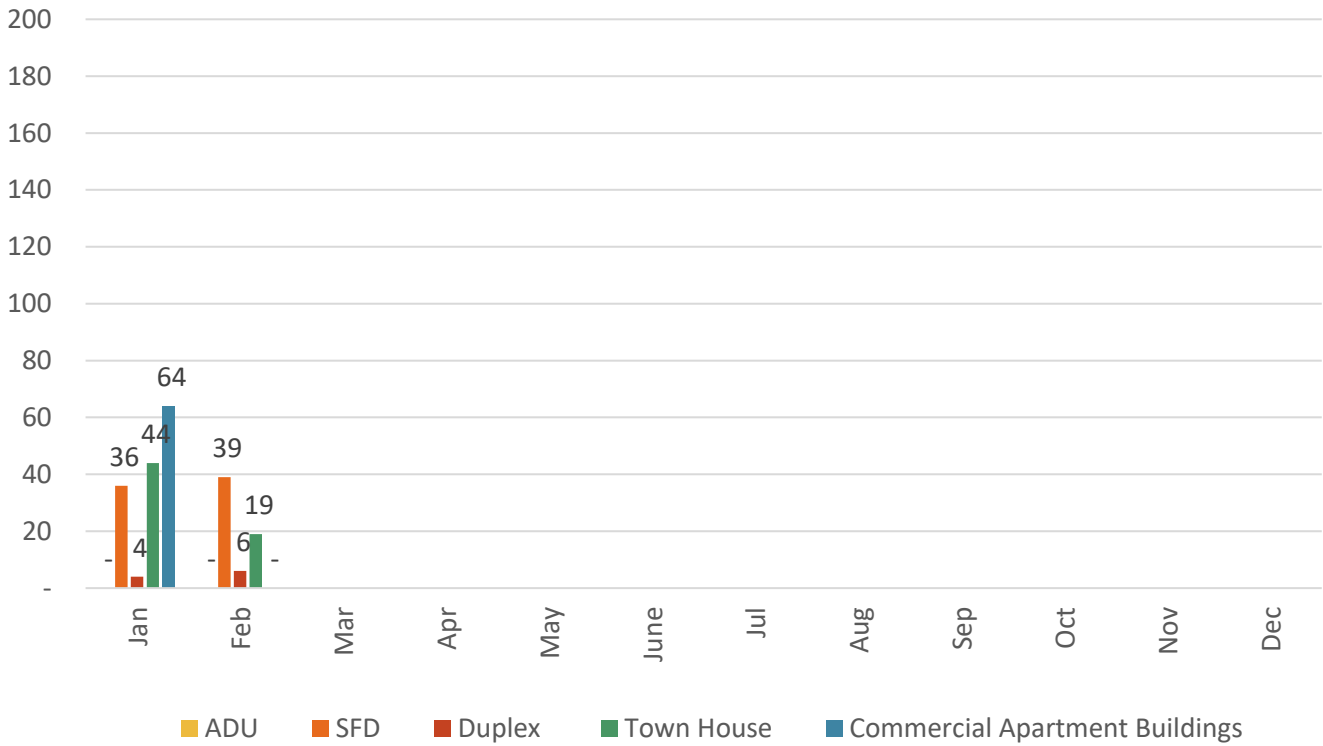
- 61 Erie Parkway, Suite 100 – Medical Office tenant improvement
- 61 Erie Parkway, Suite 101 – Mini Miners Dental Office addition
- 2650 S. Main St. – Aircraft Hangar (C2)



2025 Total All Other Permits



2025 Total New Dwelling Units



All Permit Types by Month

2025	Residential Permits*	Commercial Permits*	All Permit Types*	New Dwellings Permits
Jan	114	6	207	148
Feb	130	7	201	64
Mar				
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
TOTAL	244	13	408	212

* Includes: Mechanical, Electrical, Plumbing, Roofing, Decks, and Fence permits.

Detached Single Family New Construction Building Permit Trends

	2021	2022	2023	2024	2025	5-Yr. Avg	2025 Month to Avg	Cum Yr. to Avg
Jan	38	55	52	41	36	44	-8	-8
Feb	52	53	33	46	39	45	-6	-14
Mar	51	44	68	98		65		
Apr	87	67	58	162		94		
May	18	54	54	37		41		
Jun	56	74	54	35		55		
Jul	20	17	50	51		35		
Aug	28	31	49	47		39		
Sep	41	62	75	17		49		
Oct	51	25	50	53		45		
Nov	30	32	27	43		33		
Dec	55	22	42	28		37		
TOTAL	527	536	612	658	75	580	-14	-22

AFFORDABLE HOUSING DIVISION

- **Cheesman Street Residences** –Marketing and Outreach – Currently reviewing potential buyers’ applications to determine eligibility. Twenty-four applicants have been offered reservations for homes. The vertical construction of non-modular homes continues. Initial closings are still on schedule for mid-2025.
- **CDBG Housing Rehabilitation Grant** – All documents have been executed and the program is ready to implement in March.
- **Regional Housing Partnership (RHP) – Several Initiatives:**
 - The RHP Steering Committee continues work on strategic planning.
 - 1B Funding also known as Affordable and Attainable Housing Tax (AAHT) (Boulder County Tax in support of affordable housing) in ongoing discussions about how 1B/AAHT funding may be allocated.
 - The [Data Dashboard](#) is published.
 - IGA with City of Boulder for Monitoring and Compliance of affordable housing units has been created.
 - Development of policies for homeownership and rental developments is substantially completed.
 - Legal review will occur in March, with implementation targeted for mid-2025.
 - The scope of services for Local Planning Capacity Grant is finalized. Boulder County issued the RFP for consultants in early March.



Leadership

Sarah Nurmela, Director
Deborah Bachelder, Deputy

Division Leads

Kelly Driscoll - Planning
Ed Kotlinksi – Building
MJ Adams – Affordable Housing



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-151, **Version:** 1

SUBJECT:

Environmental Services Monthly Report - February 2025

DEPARTMENT: Environmental Services Department

PRESENTER: David Frank, Director of Environmental Services

STAFF RECOMMENDATION:

Informational Only

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Environmental Services Monthly Report includes updates from the Environmental Services Department, including the Sustainability and Energy & Environment Divisions.

ATTACHMENT:

1. Environmental Services Monthly Report - Feb 2025

ENVIRONMENTAL SERVICES MONTHLY REPORT

Review of February 2025

HIGHLIGHTS

- On February 27th, Civitas notified the Town of Erie that it intends to present the assessment of Alternate Location 4 for the Draco OGDG to ECMC. ECMC placed an indefinite stay on the application in November 2024 for Civitas to complete this assessment. Now complete, ECMC is set to deliver a final decision on the Draco OGDG on March 26.
- The Sustainability Division launched development on the Town's first Climate and Sustainability Action Plan in late February.
- Development of the Town's first Resilience Action Plan launched in February in collaboration with three students from CU Boulder's Masters of the Environment Graduate Program and the Sustainability Division.

CAPITAL IMPROVEMENT PROJECTS

Streetlight Acquisition

The Public Utility Commission (PUC) approved Erie's Xcel streetlight acquisition application on Feb. 5. Final Xcel streetlight purchase will occur in mid-March. Negotiations for streetlight acquisition continue with United Power.

SUSTAINABILITY & WATER CONSERVATION

General Updates

Erie's Climate and Sustainability Action Plan launched in late February. This plan will update Erie's current [2019 Sustainability Plan](#) while developing and incorporating Erie's first Climate Action Plan based on townwide greenhouse gas inventories for 2021 and [2023](#). A resident survey will be announced soon which will incorporate resilience plan related questions as well. Erie's 2025 Boulder County Environmental Sustainability Matching Grant award is supporting over \$30,000 of this plan development.

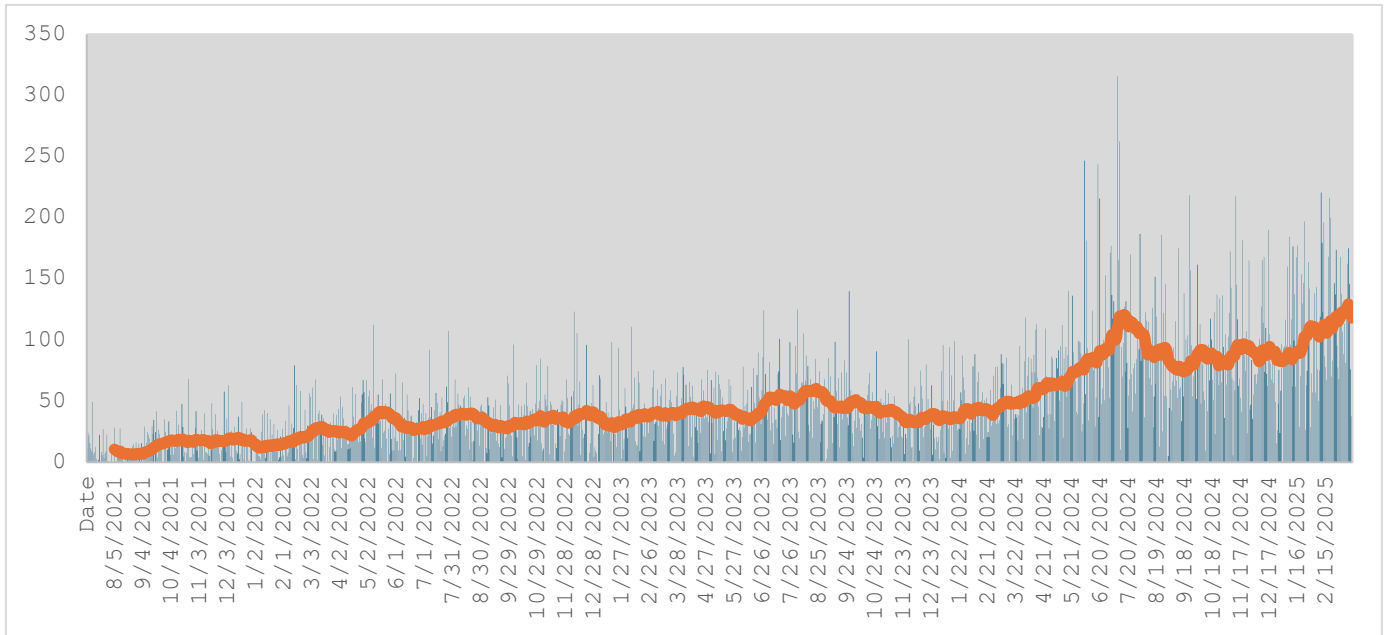
Development of the Town's first Resilience Action Plan started in early February. This plan is being developed in collaboration with the Sustainability Division and three students from the CU Boulder Masters of the Environment Capstone Program. This project marks the first resilience focused project for the Sustainability Division and will bring resilience to the local level from the current county-based planning. This plan will include community and stakeholder engagement with a draft plan completed in early fall of this year.

Air Quality & Transportation

- The Sustainability Division applied for funds through Xcel Energy to support the remaining costs not covered in the recent [Charge Ahead grant](#) for 13 level 2 EV charging ports at Town of Erie facilities. These chargers will be installed at Town Hall, Schofield Farm, and the Leon A. Wurl Service

Center. These chargers will be installed in 2025 per the requirements of the grant and will bring the Town to 35 public level 2 chargers, 10 more than the Town’s 2025 goal.

- Indoor air quality rebates continue, including air filters and in home radon mitigation systems: <https://www.erieco.gov/1931/Radon-Information>. Current 2025 rebates to date include one person at \$250.
- Erie’s Police Department first level 2 EV charger was installed in late February. This charger is available for fleet charging and on-site Town of Erie Staff. This charger is currently not publicly accessible due to security needs.



The above ChargePoint Town of Erie graph (24 ports of Level 2 charging) outlines the total greenhouse gases (GHG) avoided through Town owned ChargePoint chargers since operations began in July 2021. Town of Erie EV chargers have prevented the emission of 62,244 kg of GHG.

Energy & Efficiency

- The first draft of the Beneficial Electrification Plan will be presented to Town Council during a Study Session on March 18. This plan identifies recommendations to electrify Erie’s built environment including existing and new residential, existing and new commercial, and town facilities. Community partners in developing this plan included the development community, local school districts, Boulder County, and local businesses and residents.
- Total Energy Efficiency Rebates for 2025 include 22 participants with a total of \$3,635 provided in rebates thus far. Boulder County Sustainability Matching Grant funds will continue to support Boulder County Town of Erie resident’s Energy Efficiency Rebates until 2024 grants funds are exhausted.
- The Sustainability and Building Divisions continue to actively participate in the Regional Energy Code Cohort. Current efforts are focused on the Climate Pollution Reduction Grant championed by the Denver Regional Council of Governments (DRCOG). Erie is a partner in this \$199 million grant focused on emissions reduction from the built environment and transportation sector through building electrification, work force development, and education and outreach. Additionally programming and funds should soon be available to support electrification related efforts including installer resources and resident adoption. Sustainability Staff are actively participating on the Policy and Technical Committees for this effort.

Waste Diversion

- [Waste Diversion Rebates](#) continue for Town businesses and residents. This program includes rebates for businesses such as organics and single stream recycling hauling and backyard compost equipment for residents. This program is funded through Bag Fees from Town of Erie businesses, required by state legislation. Total 2025 rebates to date include four participants with a total of \$427.08 provided to date.
- Emma Marino, Sustainability & Water Conservation Specialist with the Town, participated in the annual Recycle Colorado [Lobby Day](#) to champion [SB25-163 Battery Stewardship for Colorado bill](#). This bill helps to create a program for battery disposal and therefore reduce frequent battery related fires in landfills and hauling operations around the state.
- Compost Giveaway Event at Erie Recycling Center (1000 Briggs Street) on Saturday, April 5 from 8 a.m. to Noon or until supplies last. Bring your own container, shovel and any other equipment for hauling and materials are limited to two wheelbarrow loads per vehicle.

Outreach & Education

- Erie's Arbor/Earth Day is Saturday, April 26 from 10 a.m.-1 p.m. The Sustainability and Tree Advisory Boards, Sustainability Division, and Town Forestry are collaborating on this event again this year. This event is at the Post Pavilion at the Erie Community Park again this year. Event highlights include free trees, raffle, landscaping experts, renewable energy information, and multiple kid's activities like book reading, games, and crafts. Event organizers have confirmed more than 20 vendors but are still accepting applications here: <https://www.erieco.gov/454/Arbor-DayEarth-Day-Celebration>.



Presented by Town of Erie staff, the Tree Advisory Board, and the Sustainability Advisory Board

Saturday, April 26 • 10 a.m. - 1 p.m.
Erie Community Park | 450 Powers Street

At The Post Shelter - adjacent to basketball courts

In the event of inclement weather, the event will be moved indoors to the Erie Community Library.

Activities Include:

- 27th Arbor Day Anniversary Recognition
- 55th Annual Earth Day Celebration: Our Power. Our Planet
- Private & Municipal Arborists
- Kids Activities
- 5th Grade Poster Contest Winners Announced
- Local Nursery Vendors
- Local Solar & Electrification Vendors
- Tree Planting Demonstration
- Raffle, Prizes, Food Trucks, and More!



Event Details

For additional event information, please visit
[erieco.gov/ArborAndEarthDay](https://www.erieco.gov/ArborAndEarthDay)

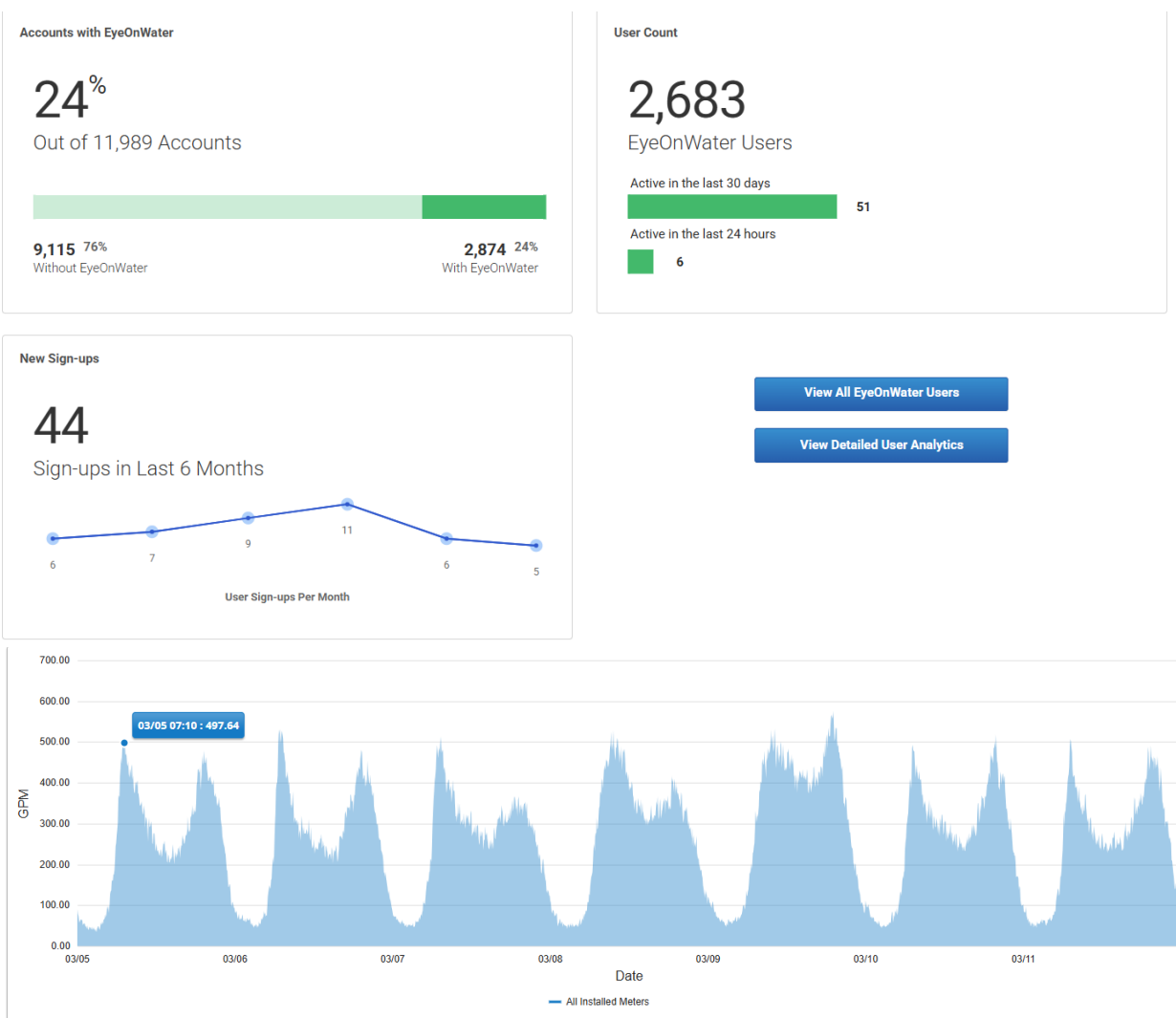


Enter to Win
Tree Drawing

- The Town of Erie Sustainability Newsletter has surpassed 550 subscribers. If you're not yet in the sustainability know, sign up here: <https://www.erieco.gov/list.aspx?PRVMSG=300>.

Water Conservation

- Kimley Horn has delivered the first site design for the LAWSC turf conversion project. The review process will begin soon with the Neighborhood Services Team.
- Erie received the next Water-Wise Landscaping Ordinance draft for final staff review in mid-March. Once staff review is complete, legal review will occur.
- Erie's 2025 Turf Replacement Rebate Program is live.
 - 10 projects are in the pipeline so far in 2025.
- 2025 Water Efficiency Rebates are live including new commercial rebates.
 - Only one water rebate has been issued in 2025 to date.





OIL & GAS

News & Notes

BARB LTD B Unit 1

Work to replace two existing tanks with a single new tank is now complete on the BARB LTD B Unit 1 facility, located within Town limits north of Vista Parkway and west of Columbine Way, near the Vista Pointe neighborhood. Operations lasted several days and were completed on Feb. 26.

The Town of Erie was not notified of these operations, as required by Town regulations. The need for advanced notice and a minor modification approval were promptly communicated to Civitas. Civitas provided representatives from the Town of Erie with constant updates for the remainder of the work. The facility was shut-in for the duration of the work, and no unexpected releases or increased emissions were observed during or after completion of the work.

Baker 6-4-27

Work to plug and abandon the well commenced on Feb. 3 and lasted roughly 5 days with progress moving on site reclamation. The well is located just outside of Town limits, south of County Road 6 and west of the I-25 frontage road. No spills or previous releases have been reported for this well.

Baker 4-2-27

Work to plug and abandon the well commenced on Feb. 10 and lasted roughly 5 days with progress moving on site reclamation. The well is located just outside of Town limits, south of County Road 6 and west of the I-25 frontage road. No spills or previous releases have been reported for this well.

Baker 31-27

Work to plug and abandon the well commenced on Feb. 17 and lasted roughly 5 days with progress moving on site reclamation. The well is located just outside of Town limits, south of County Road 6 and west of the I-25 frontage road. No spills or previous releases have been reported for this well.

Baker 32-27

Work to plug and abandon the well commenced on Feb. 24 and lasted roughly 5 days with progress moving on site reclamation. The well is located just outside of Town limits, south of County Road 6 and west of the I-25 frontage road. No spills or previous releases have been reported for this well.

Spills & Releases

Operators reported 146 spills/releases during the month of February 2025, state-wide. Of these, none occurred within the municipal boundary of Erie.

Inspections

ECMC Inspectors visited 19 oil and gas wells at 5 locations in Erie during the month of February 2025:

- **WILLIAM H PELTIER-61N68W20NENE (NON-ACTIVE LOCATION, RECLAMATION INSPECTION)**
 - WILLIAM PELTIER 1
- **WILLIAM PELTIER 61N68W 1A-20H (NON-ACTIVE LOCATION, RECLAMATION INSPECTION)**
 - WILLIAM PELTIER 1A-20H
- **WILLIAM H PELTIER-61N68W20NENW (NON-ACTIVE LOCATION, RECLAMATION INSPECTION)**
 - WILLIAM H PELTIER 2
- **WILLIAM H PELTIER 61N68W20SWNW (NON-ACTIVE LOCATION, RECLAMATION INSPECTION)**
 - WILLIAM PELTIER 22-20
 - WILLIAM PELTIER 11-20
 - WILLIAM PELTIER 2-4-20
 - WILLIAM PELTIER 2-0-20
 - WILLIAM PELTIER 4-2-20
- **WINDSOCK 15-21HZ PAD**
 - WINDSOCK 21-7HZ
 - WINDSOCK 21-8HZ
 - WINDSOCK 21-2HZ
 - WINDSOCK 21-4HZ
 - WINDSOCK 21-5HZ
 - WINDSOCK 21-9HZ
 - WINDSOCK 21-3HZ
 - WINDSOCK 21-11HZ
 - WINDSOCK 21-1HZ
 - WINDSOCK 21-6HZ
 - WINDSOCK 21-10HZ

No Notices of Alleged Violation (NOAV) were issued during inspections. However, two corrective actions (CA) were issued at the William H Peltier 61N68W20SWNW location on Feb. 27. These corrective actions were to remove the remaining shed and pipe riser, and to maintain stormwater BMPs per Rule 1002.f.2 until all reclamation is complete.

In 2025, inspections occurred at 25 of the 118 total active wells (those designated producing, shut-in, or temporarily abandoned) within Erie (21%).

AIR QUALITY MONITORING

BoulderAIR

The BoulderAIR ECC monitoring station reported 1 event in February where measured values exceeded the reporting thresholds.

- One measurement of PM2.5 concentrations exceeding the alert threshold of 35.0 µg/m³, with the reported value being 35.43 µg/m³ (120% the National Ambient Air Quality Standard for 24-hour exposure of 35.0 µg/m³), though the measured event was less than 5 minutes in duration. While no observations approached the 24-hour primary standard, high PM2.5 measurements were frequent since the BoulderAIR station was installed. When compared to the other BoulderAIR monitoring stations in the region, Erie's (ECC) PM2.5 measurements are similar to those at Longmont's Union Reservoir (LUR), higher than those at Broomfield's Soaring Eagle (BSE), and considerably lower than measurements in Commerce City (CCF).

Ajax/CSU

No canisters were triggered for sample collection due to elevated PID sensor readings in the month of February. A reminder that residents of Erie can rent an air quality sample canister free-of-charge from Town Hall. Full event reports are available from the AJAX data dashboard <https://trello.com/b/3zmnsbug/erie-air-quality-events-reports>.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-178, **Version:** 1

SUBJECT:

Police Department Annual Report - 2024

DEPARTMENT: Police

PRESENTER(S): Lee Mathis, Chief

STAFF RECOMMENDATION:

Informational Only

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Erie Police Department Annual Report celebrates the accomplishments, captures the crime statistics, and shares other relevant data of the year.

View the 2024 interactive [Annual Report <https://www.erieco.gov/822/Annual-Report>](https://www.erieco.gov/822/Annual-Report)

COUNCIL PRIORITY(S) ADDRESSED:

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



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/25/2025

File #: 25-208, Version: 1

SUBJECT:

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

DEPARTMENT: Administration

PRESENTER(S):

TIME ESTIMATE: 30 minutes