



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, March 24, 2026

7:00 PM

Council Chambers

or Immediately Following the Urban Renewal Authority Meeting

Regular Meeting

[Link to Watch or Comment Virtually: www.erieco.gov/CouncilMeeting](http://www.erieco.gov/CouncilMeeting)

I. Call Meeting to Order and Pledge of Allegiance

7:00 p.m.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

7:00-7:05 p.m.

[2026-215](#) Approval of the March 10, 2026 Town Council Meeting Minutes

Attachments: [03-10-2026 Council Minutes](#)

[2026-70](#) Town of Erie Earth Week Proclamation, sponsored by Council Member Anil Pesaramelli and Council Member Brian O'Connor

Attachments: [Proclamation](#)
[Arbor Day and Earth Day Event Flyer](#)

[2026-206](#) Arbor Day Proclamation, Sponsors Council Members Brian O'Connor and Anil Pesaramelli

Attachments: [Proclamation](#)
[ArborEarth Day - 2026 Flyer](#)

[2026-22](#) Law Enforcement Property and Evidence Technician's Week Proclamation; Sponsor Council Members Brandon Bell & Brian O'Connor

Attachments: [Proclamation](#)

[2026-155](#) A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to the Tax Increment Revenue Agreement with the Town of Erie Urban Renewal Authority for the Erie Town Center Urban

Renewal Plan

Attachments: [Resolution 26-044](#)
[Second Amendment](#)
[Existing Agreement \(as amended\)](#)

[2026-126](#) An Ordinance of the Town Council of the Town of Erie Granting a Utility Easement to Public Service Company of Colorado and Approving the Associated Easement Agreement

Attachments: [Ordinance 009-2026](#)
[Easement Agreement](#)

[2026-175](#) A Resolution of the Town Council of the Town of Erie Approving a Fourth Amendment to Agreement for Services with Agfinity, Inc., for the Purchase of Fertilizer Application Services.

Attachments: [Resolution 26-054](#)
[Fourth Amendment](#)

[2026-176](#) A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with IronStride Solutions, PC for Consulting Services

Attachments: [Resolution 26-059](#)
[Agreement](#)

[2026-210](#) A Resolution of the Town Council of the Town of Erie Approving a Permanent Easement Agreement between the Town of Erie and Flight Park LLC

Attachments: [Resolution 26-058](#)
[Easement Agreement](#)

[2026-208](#) An Ordinance of the Town Council of the Town of Erie Granting a Utility Easement to Public Service Company of Colorado and Approving the Associated Easement Agreement

Attachments: [Ordinance 010-2026](#)
[Easement Agreement](#)

[2026-201](#) A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Agreement for Services with Velocity Plant Services, LLC for On-Call Maintenance Services for the Water Treatment Facility

Attachments: [Resolution 26-062](#)
[Agreement](#)

[2026-187](#) A Resolution of the Town Council of the Town of Erie Approving a Purchase Agreement with Jimmy Sue Guggenhime for the Purchase of 11 Colorado-Big Thompson Units

Attachments: [Resolution 26-048](#)
 [Purchase Agreement](#)
 [Exhibit A - Escrow Agreement](#)

[2026-211](#) A Resolution of the Town Council of the Town of Erie Approving an Agreement for Sale and Purchase of CBT Units with the Rocky Mountain Conference of Seventh-Day Adventists for the Purchase of 100 Colorado-Big Thompson Units

Attachments: [Resolution 26-060](#)
 [Purchase Agreement](#)
 [Escrow Agreement](#)

[2026-203](#) A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with E&M Concrete, LLC for ADA Construction Work

Attachments: [Resolution 26-057](#)
 [Agreement](#)

[2026-188](#) A Resolution of the Town Council of the Town of Erie Approving a Grant Agreement with the Division of Aeronautics for Erie Municipal Airport Pavement Maintenance

Attachments: [Resolution 26-061](#)
 [Agreement](#)

[2026-202](#) A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with EnviroTech Services, Inc.

Attachments: [Resolution 26-063](#)
 [Agreement](#)

[2026-189](#) A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Construction Contract with RCD Construction, Inc. for the Vista Ridge Ponds A19 and A20.

Attachments: [Resolution 26-064](#)
 [First Amendment](#)

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

7:05-7:15 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

[2026-214](#) Presentation of 2025 Outstanding Resident Award

7:15-7:20 p.m.

Presenter(s): *Lori Bustamante, Administrative Assistant*

[2026-199](#)

Local Olympian Jaccob Slavin Recognition Month Proclamation;
Sponsored by Town Council

Attachments:

[Proclamation](#)

7:20-7:35 p.m.

Presenter(s): *Mayor Pro Tem Brandon Bell*

[2026-222](#)

Drought and Water Restrictions

Attachments:

[Presentation](#)

[Memo](#)

[Water Conditions Monitoring Committee Climate Update February 2026](#)

[Drought & Supply Shortage Plan](#)

7:35-8:05 p.m.

Presenter(s): *Todd Fessenden, Utilities Director*

Dylan King, Sustainability and Water Conservation Specialist

[2026-185](#)

CONTINUED PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Amending Section 9-1-2 of the Erie Municipal Code to Remove the Automatic Sprinkler System Requirement in the International Residential Code (continued from October 28, 2025)

Attachments:

[Memo - Sprinkler Option Evaluation](#)

[Presentation](#)

[Ordinance 011-2026](#)

[Public Comment - HBA](#)

[Public Comment - MVFR](#)

8:05-8:50 p.m.

Presenter(s): *Sarah Nurmela, AICP, Planning & Development Director*

VIII. Councilmember Reports and Announcements

IX. Executive Session

[2026-220](#)

EXECUTIVE SESSION to hold a conference with the Town's water counsel to determine a position relative to water matters, including discussion related to the Town's water supply development and growth, that may be subject to negotiations and instruct negotiators pursuant to C.R.S. § 24-6-402(4)(e) and to hold a conference with the Town's water counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), related to water supply strategies

8:50-9:20 p.m.

[2026-225](#)

EXECUTIVE SESSION to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to

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

9:20-9:50 p.m.

X. Adjournment

9:50 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.)

Translation Services

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or other accommodation should email the Town Clerk's Office at TownClerk@ErieCO.gov or call 303-926-2710. Please submit requests at least 48 hours prior to the meeting.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al TownClerk@ErieCO.gov o 303-926-2710. Por favor envíe sus solicitudes al menos 48 horas antes de la reunión.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-215, **Version:** 1

SUBJECT:

Approval of the March 10, 2026 Town Council Meeting Minutes

DEPARTMENT: Administrative Operations

PRESENTER(S): Debbie Stamp, Town Clerk

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

NA

STAFF RECOMMENDATION:

Approve the minutes from the March 10, 2026 Town Council Meeting.

SUMMARY/KEY POINTS

NA

BACKGROUND OF SUBJECT MATTER:

NA

ATTACHMENT(S):

1. 03-10-2026 Council Minutes



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, March 10, 2026

6:30 PM

Council Chambers

Regular Meeting

Link to Watch or Comment Virtually: www.erieco.gov/CouncilMeeting

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 6:30 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 stated Item 2026-175, A Resolution of the Town Council of the Town of Erie Approving a Fourth Amendment to Agreement for Services with Agfinity, Inc., for the Purchase of Fertilizer Application Services, is being removed from tonight's agenda. It will be brought back before Council on Tuesday, March 24, 2026.

Mayor Pro Tem Bell made a motion to approve the Amended Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 6:31 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

[2026-163](#) Approval of the January 6, 2026 Town Council Special Meeting Minutes

Attachments: [01-06-2026 Special Meeting Minutes](#)

[2026-164](#) Approval of the January 13, 2026 Regular Town Council Meeting Minutes

Attachments: [01-13-2026 Council Minutes](#)

[2026-165](#) Approval of the February 10, 2026 Regular Town Council Meeting Minutes

Attachments: [02-10-2026 Council Minutes](#)

[2026-166](#) Approval of the February 17, 2026 Town Council Special Meeting Minutes

Attachments: [02-17-2026 Council Special Mtg Minutes](#)

[2026-167](#) Approval of the February 24, 2026 Regular Town Council Meeting Minutes

Attachments: [02-24-2026 Council Minutes](#)

[2026-125](#) A Resolution of the Town of Erie Council Adopting the Resilience Action Plan

Attachments: [Resolution 26-046](#)
[Resilience Action Plan](#)

[2026-138](#) An Ordinance of the Town Council of the Town of Erie Amending Sections 4-8-12 and 7-6-5(M)(1) of the Erie Municipal Code to Allow the Consumption of Vinous Alcohol Beverages Inside Town Parks and Facilities

Attachments: [Ordinance 006-2026](#)

[2026-156](#) A Resolution of the Town Council of the Town of Erie Appointing Linda Perkins Cooke, Marjorie Kay Nanian, and Krea Sledge as Assistant Municipal Judges of the Erie Municipal Court

Attachments: [Resolution 26-042](#)
[Asst Judge Contract](#)
[Linda Perkins Cooke for Packet](#)
[Marjorie Kay Nanian for Packet](#)
[Krea Sledge For Packet](#)

[2026-157](#) A Resolution of the Town Council of the Town of Erie Reappointing Amanda Bailhache as the Town's Municipal Judge

Attachments: [Resolution 26-043](#)
[Municipal Judge Services Agreement](#)

[2026-143](#) A Resolution of the Town Council of the Town of Erie Accepting

Dedications as shown on the Minor Plat Amendment for the Erie Highlands Filing 18 Subdivision

Attachments: [Resolution 26-036](#)
[Erie Highlands Filing 18 Minor Plat Amendment](#)

[2026-127](#) A Resolution of the Town Council of the Town of Erie Approving a Purchase Agreement with William Hicks for the Purchase of 12 Colorado-Big Thompson Units

Attachments: [Resolution 26-050](#)
[Purchase and Escrow Agreements](#)

[2026-142](#) A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement with Merrick & Company for the Coal Creek Strategic Plan South of Erie Parkway

Sponsors: Public Works

Attachments: [Resolution 26-053](#)
[First Amendment](#)

[2026-179](#) A Resolution of the Town Council of the Town of Erie Approving an Employment Agreement with Meredyth Muth to Serve as Acting Town Manager as of February 25, 2026

Attachments: [Resolution 26-047](#)
[Meredyth Muth Employment Agreement](#)
[041 Resolution Designating Meredyth Muth as Acting Town Manager 02-24-2023](#)

[2026-171](#)

Attachments: [Resolution 26-055](#)
[Fourth Amendment](#)

[2026-63](#) A Resolution of the Town Council of the Town of Erie Approving an Agreement with Trojan Technologies Corporation for the Purchase of Upgraded Ultraviolet Treatment Systems

Attachments: [Resolution 26-028](#)
[Agreement](#)

[2026-80](#) A Resolution of the Town Council of the Town of Erie Approving a Third Amendment Agreement for General Services with E&M Concrete, LLC for Concrete Maintenance Services (N24-064)

Attachments: [Resolution 26-056](#)
[E&M Concrete Third Amendment](#)

[2026-195](#) A Resolution of the Town Council of the Town of Erie Waiving the Keep Jobs in Colorado Requirement for the Erie Lake Dam Repairs Project

Attachments: [Resolution 26-051](#)
[Keep Jobs in Colorado Waiver Request](#)
[Keep Jobs in Colorado Act Waiver Justification](#)

Council Member Mortellaro made a motion to approve the Consent Agenda. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 6:35 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 6:36 p.m.

The following spoke:

1. Shannon Milliken asked for Council reassurances for residents' safety related to ICE enforcement.
2. Tonia Sharp ceded her minutes to Steve Drew.
3. Steve Drew spoke about the potential sale of mineral rights.
4. Chris Becker ceded his minutes to Amy Becker.
5. Amy Becker spoke about concerns with the behavior of the Town Council.
6. Kaycee Headrick spoke about the potential sale of mineral rights.

With no additional speakers in person or online virtually, Mayor Moore closed Public Comment at 6:55 p.m.

VI. General Business

[2026-194](#) A Proclamation proclaiming March 2026 as the 24th Annual March for Meals Month sponsored by Council Member Emily Baer

Attachments: [Meals on Wheels Proclamation](#)

Emily Ferrell, Coal Creek Meals on Wheels Board Member, spoke about Coal Creek Meals on Wheels programs at 6:55 p.m.

Council Member Baer read the proclamation at 6:59 p.m.

[2026-113](#) Women’s History Month Proclamation; Sponsored by Council Member Emily Baer and Council Member Brian O’Connor

Attachments: [Proclamation](#)

Council Member Baer read the proclamation at 7:01 p.m.

[2026-145](#) PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Providing for Supplemental Appropriations for the 2026 Budget Year

Attachments: [Resolution 26-049](#)
[Schedule A](#)
[Rollover Supplemental Memo](#)
[Presentation](#)
[Request Summary](#)
[Request Detail](#)
[Capital Project Rollovers and 2026 Adopted](#)

Mayor Moore opened the Public Hearing at 7:04 p.m.

Sara Hancock, Director of Finance, and Cassie Bethune, Budget & Fiscal Manager, presented the item at 7:04 p.m.

With no speakers in person or online virtually, Mayor Moore closed the Public Comment portion of the Public Hearing at 7:19 p.m.

Mayor Pro Tem Bell made a motion to approve Resolution 26-049. Council Member Baer seconded the motion. The motion passed by the following vote at 7:20 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

[2026-186](#) Planning Commission Application Review and Decision on Which Applicants to Interview

Attachments: [PC App - Alex Schatz \(Resident - Arapahoe Ridge\)](#)
[PC App - Brett Russell \(Resident - Colliers Hill\)](#)
[PC App - Jalpesh Patadia \(Resident - Orchard Glen\)](#)
[PC App - Lori Hight \(Resident - Grandview Estates no CV\)](#)
[PC App - Maria Elvira Camargo \(Resident Sunset\)](#)
[PC App - Paul M. Leef \(Resident - Arapahoe Ridge\)](#)
[PC App - Sherri Booth \(Resident - Erie Commons - no CV\)](#)
[PC APP - Spencer Campbell \(Resident-Kenosha Farms\)](#)
[PC App - Susan Courson -no CV- \(Resident - Northridge\)](#)
[PC App - Tim Burns \(Resident - Colliers Hill\)](#)
[PC App - Tonya McKnight \(Resident - Colliers Hill - also HPAB App\)](#)
[25-030 Ordinance Repealing and Reenacting Title 3 of the Erie Municipal Code Regarding Boards, Commissions and Committees., etc. 11-04-2025 \(2\)](#)
[PC Resolution P26-04](#)

Council Members spoke about the number of qualified applicants and thanked everyone for applying. Council Members then submitted tally sheets containing their top 5 choices for Planning Commission Interviews scheduled for the April 7, 2026 Special Meeting.

The Town Clerk tallied the votes and determined the following six (6) applicants will be selected for interviews at the April 7, 2026 Special Meeting.

Alex Schatz
Lori Hight
Paul M. Leef
Sherri Booth
Tim Burns
Tonya McKnight

The Town Clerk will follow up with emails to everyone tomorrow thanking everyone for taking the time to fill out an application as well as providing next steps to those individuals selected for an interview.

VIII. Councilmember Reports and Announcements

Council Members spoke about Public Utilities Commission meeting on March 11th; DRCOG meeting; the State Transportation Advisory Committee; the Boulder & SW DRCOG Tip Forum; a meeting with the President of Vista Ridge HOA; meeting with residents; and comments about the potential selling of the Town's mineral rights. Members asked everyone to be respectful on our roads & trails and to consider donating blood at the April 6th American Red Cross

Blood Drive 9am-2pm at the ECC. March is Colorectal Cancer Awareness Month. There will be a recognition for Jacob Slaven on March 24th. The Mayor will have a live Town Hall April 2nd at 6pm. Members gave their well wishes and thanked Patrick Hammer, Deputy Town Manager, who is leaving the Town of Erie this week.

IX. Executive Session

Mayor Pro Tem Bell made a motion to go into Executive Session. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 7:53 p.m.

Mayor Moore stated that the meeting will adjourn at the conclusion 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

[2026-192](#)

Executive Session to hold a conference with the Town's water counsel to determine a position relative to water matters, including discussion related to the Town's water supply development and growth, that may be subject to negotiations and instruct negotiators pursuant to C.R.S. § 24-6-402(4)(e) and to hold a conference with the Town's water counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), related to water supply strategies

[2026-193](#)

Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to 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

X. Adjournment

Approved _____
Mayor

Attest _____
Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-70, **Version:** 1

SUBJECT:

Town of Erie Earth Week Proclamation, sponsored by Council Member Anil Pesaramelli and Council Member Brian O'Connor

DEPARTMENT: Environmental Services

PRESENTER(S): Eryka Thorley, Sustainability Division Manager

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

N/A

STAFF RECOMMENDATION:

Approve the Proclamation.

SUMMARY/KEY POINTS

Earth Day, Wednesday, April 22, 2026 - marks the 56th anniversary of what is 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 56 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 2026 from April 19-25. Sustainability staff and Sustainability Advisory Board members 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 and Earth Day event on Saturday, April 25 from 10 a.m.-1 p.m. at the Erie Community Park Post Pavilion.

ATTACHMENT(S):

1. Proclamation
2. Arbor Day and Earth Day Event Flyer



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 56th Earth Day continues with the same important theme as 2025, *Our Power, Our Planet*, encouraging people around the world to unite behind renewable energy and accelerate the transition 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, 2025 was one of the three hottest years on record globally since records began in 1850 with Colorado experiencing a 2.6F temperature increase in comparison to its 1902-2000 average; due to this warming, the Intergovernmental Panel on Climate Change (IPCC) 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, the Town Council of the Town of Erie does hereby proclaim April 19 - 25, 2026, as Earth Week in the Town of Erie. We 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 24th DAY OF MARCH, 2026

Andrew J. Moore, Mayor

ATTEST:

Debbie Stamp, Town Clerk



Activities Include:

- 28th Arbor Day Anniversary Recognition
- 56th 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
- Prizes, Food Trucks, and More!





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-206, **Version:** 1

SUBJECT:

Arbor Day Proclamation, Sponsors Council Members Brian O'Connor and Anil Pesaramelli

DEPARTMENT: Parks & Recreation

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

STAFF RECOMMENDATION:

On behalf of the Tree Board and the Parks & Recreation Department, staff requests the Town Council proclaim April 25, 2026, as Arbor Day in the Town of Erie.

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 of Erie plans to celebrate its 28th Arbor Day Celebration on April 25. Town staff and the 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.

ATTACHMENT(S):

1. 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, the Town Council of Erie does hereby proclaim April 25, 2026, to be Arbor Day in the Town of Erie

DATED THIS 24TH DAY OF MARCH, 2026

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 25 • 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:

- 28th Arbor Day Anniversary Recognition
- 56th 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
- Prizes, Food Trucks, and More!



Event Details

For additional event information, please visit



erieco.gov/ArborAndEarthDay



Enter to Win
Tree Drawing



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-22, **Version:** 1

SUBJECT:

Law Enforcement Property and Evidence Technician's Week Proclamation; Sponsor Council Members
Brandon Bell & Brian O'Connor

DEPARTMENT: Police

PRESENTER(S): Lee Mathis, Chief
Brandon Bell, Council Sponsor
Brian O'Connor, Council Sponsor

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

POLICY ISSUES:

Town Council may sponsor and approve proclamations.

STAFF RECOMMENDATION:

Approve proclamation.

SUMMARY/KEY POINTS

- Law enforcement property and evidence personnel are crucial to assisting law enforcement agencies through their continual use of their expertise and experience in the best practices of the collection, preservation, storage, safety standards, and disposal methods as it relates to property and evidence.
- This proclamation encourages the community to commemorate police property and evidence personnel, past and present, who served their communities.

BACKGROUND OF SUBJECT MATTER:

The Governor of Colorado has designated the 2nd week of April as Law Enforcement Property and Evidence Technician's week which falls on April 6-10, 2026.

ATTACHMENT(S):

1. Proclamation



Law Enforcement Property and Evidence Technician’s Week Proclamation

WHEREAS, the Town of Erie employs dedicated law enforcement property and evidence personnel within the Erie Police Department who provide vital services; and

WHEREAS, law enforcement property and evidence personnel are crucial to assisting law enforcement agencies in identifying, pursuing, capturing, and processing suspects through continual use of their expertise and experience in the best practices of the collection, preservation, storage, safety standards, and disposal methods as it relates to property and evidence; and

WHEREAS, the Colorado Governor, Jared Polis, has designated the 2nd week of April as Law Enforcement Property & Evidence Technician’s Week; and

NOW, THEREFORE, the Town Council does hereby proclaim April 6-10, 2026 to be Law Enforcement Property & Evidence Technician’s Week. We ask our community to commemorate police property and evidence personnel, past and present, who serve their communities with professionalism, efficiency, and compassion.

Dated this 24th day of March, 2026

Andrew J. Moore, Mayor

ATTEST:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-155, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to the Tax Increment Revenue Agreement with the Town of Erie Urban Renewal Authority for the Erie Town Center Urban Renewal Plan

DEPARTMENT: Economic Development

PRESENTER(S): Julian Jacquin, Director of Economic Development & TOEURA
Lockie Woods, URA Development & Accounting Analyst

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

No fiscal impact. The Second Amendment makes an administrative correction to definitions within the existing Tax Increment Revenue Agreement. The amendment clarifies that both property tax increment and sales tax increment are deposited into the Authority's Special Fund and may be used to pay Eligible Costs, consistent with prior Council approvals.

POLICY ISSUES:

The policy issue is whether to approve an administrative amendment correcting definitions within the existing Tax Increment Revenue Agreement. The original agreement and First Amendment contemplated the use of both property tax and sales tax increment to fund eligible urban renewal costs. The Second Amendment clarifies the definitions of "Eligible Costs" and "Special Fund" to ensure the agreement text reflects that intent and aligns with the Urban Renewal Law.

STAFF RECOMMENDATION:

Approve the Second Amendment.

SUMMARY/KEY POINTS

- This is an administrative amendment correcting definitions in the existing TIF Agreement.
- Clarifies that both property tax increment and sales tax increment may be used to pay Eligible Costs.
- Confirms that both revenue sources are deposited into the URA Special Fund

BACKGROUND OF SUBJECT MATTER:

On Feb. 25, 2025, the Town and the Urban Renewal Authority entered into a Tax Increment Revenue Agreement for the Erie Town Center Urban Renewal Plan. The Parties approved a First Amendment on July 8, 2025, adjusting the sales tax increment allocation.

During final document review, staff identified that certain definitions in the original agreement were not fully updated to reflect the intent of the First Amendment and prior approvals. Specifically, the definitions of "Eligible Costs" and "Special Fund" did not clearly reference both property tax increment and sales tax increment.

The proposed Second Amendment corrects these definitions so that Eligible Costs may be paid from both property tax increment and sales tax increment and clarifies that both revenue sources are deposited into the Authority's Special Fund. This amendment is administrative in nature and does not change financial commitments, project scope, or previously approved policy direction.

ATTACHMENT(S):

1. Resolution
2. Second Amendment
3. Existing Agreement (as amended)

**Town of Erie
Resolution No. 26-044**

**A Resolution of the Town Council of the Town of Erie Approving a
Second Amendment to the Tax Increment Revenue Agreement
with the Town of Erie Urban Renewal Authority for the Erie Town
Center Urban Renewal Plan**

Whereas, on February 25, 2025, the Town of Erie Urban Renewal Authority and the Town of Erie entered into a Tax Increment Revenue Agreement; and

Whereas, on July 8, 2025, the Parties amended the Agreement, and now wish to amend the Agreement again.

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

Section 1. The Second Amendment to the to the Tax Increment Revenue Agreement with the Town of Erie Urban Renewal Authority for the Erie Town Center Urban Renewal Plan is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment on behalf of the Town.

Adopted this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Second Amendment to Tax Increment Revenue Agreement

(Town of Erie)

(Erie Town Center Urban Renewal Plan)

This Second Amendment to Tax Increment Revenue Agreement (the "Second Amendment") is entered into as of [_____], 2026 (the "Effective Date"), by and between the Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado (the "Authority"), whose address is 645 Holbrook Street, Erie, CO 80516, and the Town of Erie, a Colorado home rule municipality (the "Town"), whose address is 645 Holbrook Street, Erie, CO 80516 (each a "Party" and collectively the "Parties").

Whereas, the Parties entered into that Tax Increment Revenue Agreement dated February 25, 2025 (the "Original Agreement"), regarding the allocation of Town Property Tax Increment and Town Sales Tax Increment as said terms are defined in the Original Agreement;

Whereas, the Parties entered into that First Amendment to Tax Increment Revenue Agreement dated July 8, 2025 (the "First Amendment"), amending the allocation of Town Sales Tax Increment to be pledged to the Project as defined by the Original Agreement; and

Whereas, the Parties desire to further amend the Original Agreement as amended by the First Amendment to change certain definitions to conform to the First Amendment.

Now, Therefore, in consideration of the covenants, promises and agreements of each of the Parties, to be kept and performed by each of them, it is agreed by and between the Parties as set forth herein.

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Definitions. The definition of the terms "Eligible Costs" in Section 2.8 and Special Fund in Section 2.18 of the Original Agreement are amended to read as follows:

2.8 "Eligible Costs" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues and the Sales Tax Increment Revenues pursuant to the Act.

2.18 "Special Fund" means that certain special fund of the Authority into which Property Tax Increment Revenues and Sales Tax Increment Revenues shall be allocated to and paid into, as more particularly described in the Act.

3. Entire Agreement. This Second Amendment along with the Original Agreement and the First Amendment embody the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions or

obligations other than those contained herein; and the Original Agreement and First Amendment, as modified by this Second Amendment shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. No further modification shall be valid unless agreed to in writing by the Parties.

In Witness Whereof, the Authority and Town have caused their duly authorized officials to execute this Second Amendment effective as of the Effective Date.

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Town of Erie Urban Renewal Authority

Andrew J. Moore, Chair

Attest:

Debbie Stamp, Town Clerk

**Town of Erie Urban Renewal Authority
Resolution No. 25-036**

A Resolution of the Board of Commissioners of the Town of Erie Urban Renewal Authority Approving a First Amendment to the Tax Increment Revenue Agreement with the Town of Erie for the Erie Town Center Urban Renewal Plan

Whereas, on February 25, 2025, the Town of Erie Urban Renewal Authority and the Town of Erie entered into a Tax Increment Revenue Agreement; and

Whereas, the Parties wish to amend the Agreement.

Now Therefore be it Resolved by the Board of Commissioners of the Town of Erie Urban Renewal Authority that:

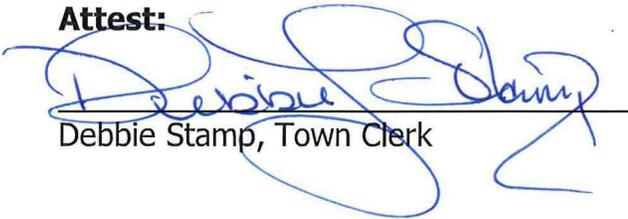
Section 1. The First Amendment to the Tax Increment Revenue Agreement between the Authority and the Town is hereby approved in substantially the form attached hereto, subject to approval by the Authority's General Counsel. Upon such approval, the Chair is authorized to execute the First Amendment on behalf of the Authority.

Adopted this 8th day of July, 2025.



Andrew J. Moore, Chair

Attest:


Debbie Stamp, Town Clerk

First Amendment to Tax Increment Revenue Agreement
(Erie Town Center Urban Renewal Plan)

This First Amendment to Tax Increment Revenue Agreement (the "First Amendment") is entered into as of July 8, 2025 (the "Effective Date"), by and between the Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado with an address of 645 Holbrook Street, Erie, CO 80516 (the "Authority"), and the Town of Erie, a Colorado home rule municipality with an address is 645 Holbrook Street, Erie, CO 80516 (the "Town ") (each a "Party" and collectively as the "Parties").

Whereas, the Parties entered into that Tax Increment Revenue Agreement dated February 25, 2025 (the "Original Agreement") regarding the allocation of Town Property Tax Increment and Town Sales Tax Increment as said terms are defined in the Original Agreement; and

Whereas, the Parties desire to amend the allocation of Town Sales Tax Increment in the Original Agreement as set forth below.

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

1. The definition of the term "Town Sales Tax Increment" in Section 2.22 of the Original Agreement is delete in its entirety and replaced with the following:

2.22 "Town Sales Tax Increment" means the municipal sales tax increment as defined by C.R.S. § 31-25-107(9)(a) which shall be the municipal sales tax increment generated by 3.25% of the Town's 3.5% municipal sales tax, to be deposited directly into the special fund of the Authority in accordance with C.R.S. § 31-25-107(9)(a).

2. Section 5 of the Original Agreement is deleted in its entirety and replaced with the following:

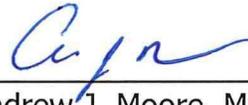
5. Sales Tax Increment Revenues. The Town further pledges to the Authority the municipal sales tax increment as defined by C.R.S. § 31-25-107(9)(a) generated from 3.25% of the Town's 3.5%, with such sales tax increment to be deposited directly into the special fund of the Authority in accordance with C.R.S. § 31-25-107(9)(a). The municipal sales tax base shall be calculated in accordance with C.R.S. § 31-25-107(9)(a)(I); provided however, that the specific allocation of Town Municipal Sales Tax Increment to undertakings and activities within the Area shall be determined by the Authority by one or more separate Development or Redevelopment Agreements.

4. Entire Agreement. This First Amendment and the Original Agreement embody the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and the Original Agreement as modified by this First Amendment shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. No modification to the Original Agreement as modified by this First Amendment shall be valid unless agreed to in writing by the Parties.

5. Remainder of Agreement. Except as expressly modified herein, the Original Agreement shall remain in full force and effect.

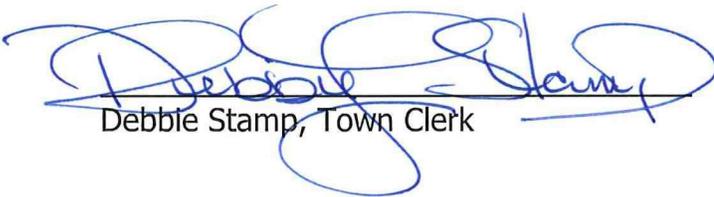
In Witness Whereof, the Parties have executed this First Amendment as of the Effective Date.

Town of Erie, Colorado



Andrew J. Moore, Mayor

Attest:



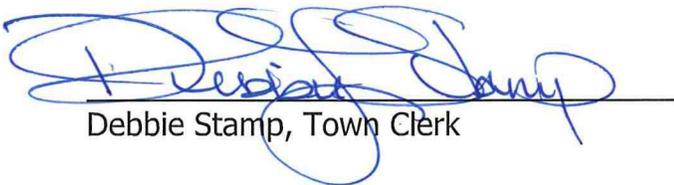
Debbie Stamp, Town Clerk

Town of Erie Urban Renewal Authority



Andrew J. Moore, Chair

Attest:



Debbie Stamp, Town Clerk

**Town of Erie
Resolution No. 25-044**

**A Resolution of the Town Council of the Town of Erie Approving a
Conditional Tax Increment Revenue Agreement for the Erie Town
Center Urban Renewal Plan**

Whereas, the Town Council finds it in the best interest of the public health, safety and welfare to approve a Conditional Tax Increment Revenue Agreement for the Erie Town Center Urban Renewal Plan.

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

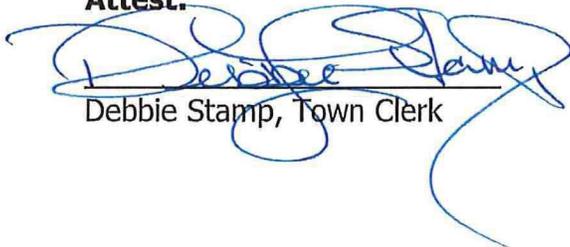
Section 1. The Town Council hereby approves the Conditional Tax Increment Revenue Agreement in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 25th day of February, 2025.



Andrew J. Moore, Mayor

Attest:



Debbie Stamp, Town Clerk



Tax Increment Revenue Agreement
(Town of Erie)
(Erie Town Center Urban Renewal Plan)

This Tax Increment Revenue Agreement (the "**Agreement**") is entered into as of [February 25], 2025 (the "**Effective Date**") by and between the Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado (the "**Authority**"), whose address is 645 Holbrook Street, Erie, CO 80516, and the Town of Erie, a Colorado home rule municipality, (the "**Town**"), whose address is 645 Holbrook Street, Erie, CO 80516. The Authority and Town are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

Recitals

The following recitals are incorporated in and made a part of this Agreement, as noted in Section 1 below. Capitalized terms used herein and not otherwise defined are defined in Section 2 below.

A. Redevelopment. The Parties understand that the real property described in Exhibit A (the "**Property**") lying within the corporate limits of the Town of Erie (the "**Town**"), is proposed to be within the area of the Erie Town Center Urban Renewal Plan ("**Plan**"), to be redeveloped by one or more developers and/or property owner(s) as a mixed-use development(s) that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. To accomplish the redevelopment and to provide certain required improvements, the Authority has recommended that the Property be included within the Erie Town Center Urban Renewal Plan, which Plan will authorize the utilization of tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "**Act**"), to pay Eligible Costs of the Improvements. The Plan that includes the Property has been provided to Town under separate cover. The final version of the Plan as approved by the Town Council of the Town shall be the "Plan" for purposes of this Agreement. The Parties hereto hereby approve the Plan in all respects, including any and all amendments thereto.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs of public improvements) necessary to serve the proposed Urban Renewal Area and, in compliance with § 31-25-107(4)(g) of the Act, the Plan affords maximum opportunity, consistent with the sound needs of the Town as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the New Plan is subject to the Act, including requirements imposed by HB 15-1348, as amended to-date (the "**Amended 1348 Requirements**") for new urban renewal plans adopted after January 1, 2016.

D. Taxing Entities. The Town levies ad valorem property taxes on the Property included within the proposed Urban Renewal Area.

E. Equitable Deal Structure. The Town and the Authority, along with other taxing districts, have undertaken to prepare an equitable deal structure including a significant contribution of incremental property tax revenues from certain applicable taxing districts.

F. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the Amended 1348 Requirements), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Plan on Town services associated solely with the Plan.

Agreement

Now, Therefore, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Definitions. As used in this Agreement:

2.1 "**Act**" means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

2.2 "**Agreement**" means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

2.3 "**Agricultural Land**" has the meaning set forth in Section 6 hereof.

2.4 "**Authority**" means the Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado.

2.5 "**Bonds**" shall have the same meaning as defined in § 31-25-103 of the Act.

2.6 "**County**" means Boulder County, Colorado.

2.7 "**Duration**" means the 25-year period that the tax increment or tax allocation provisions will be in effect as specified in § 31-25-107(9)(a) of the Act, the Plan, and the Impact Report. Pursuant to the Act, the base year for calculating Property Tax Increment Revenues is 2024. The last year the assessment roll will

be divided for purposes of TIF is 2049, and the last year the Authority is eligible to receive Property Tax Increment Revenues from the Plan area is 2050.

2.8 "**Eligible Costs**" means those costs eligible to be paid or reimbursed from the Property Tax Increment Revenues pursuant to the Act.

2.9 "**Impact Report**" means the impact report dated as of November 24, 2024, and prepared by Pioneer Development Company analyzing and projecting the financial burdens and benefits of the Urban Renewal Project pursuant to § 31-25-107(3.5) of the Act.

2.10 "**Improvements**" means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.

2.12 "**Party**" or "**Parties**" means the Authority and Town, or each and their lawful successors and assigns.

2.13 "**Plan**" means the urban renewal plan defined in Recital B above.

2.14 "**Project**" shall have the same meaning as Urban Renewal Project.

2.15 "**Property Tax Increment Revenues**" means the incremental property tax revenues derived from ad valorem property tax levies described in § 31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Urban Renewal Project. Provided however, any property tax increment generated by new oil and gas well sites developed within the boundaries of the Project after the adoption of the Plan will not be included or otherwise captured as increment and will instead be subject to all taxes levied by taxing districts at the then current mill levy.

2.16 "**Remitted Town Property Tax Increment**" means that portion of the Town Mill Levy pledged to the bonded indebtedness of the Town for the voter-approved purposes of trails and open space, public safety and the Town's Recreation Center, which must be remitted to the Town by the Authority in accordance with Section 4.1 hereof.

2.17 "**Retained Town Property Tax Increment**" means that portion of the Town Mill Levy which is identified as the Town's unrestricted general operations mill levy which may be retained and expended by the Authority in accordance with Section 4.1 hereof.

2.18 "**Special Fund**" means that certain special fund of the Authority into which Property Tax Increment Revenues shall be allocated to and paid into, as more particularly described in the Act.

2.19 "**TIF**" means the property tax increment portion of the property tax assessment roll described in § 31-25-107(9)(a)(II) of the Act.

2.20 "**Town**" means the Town of Erie, Colorado.

2.21 "**Town Property Tax Increment**" means the portion of Property Tax Increment Revenues generated by the Town mill levy, received by the Authority from the Boulder County Treasurer.

2.22 "**Town Sales Tax Increment**" means the municipal sales tax increment as defined by C.R.S. § 31-25-107(9)(a), which shall be the municipal sales tax increment generated from one- and three-quarters percent (1.75%) of the Town's municipal sales tax, to be deposited directly into the special fund of the Authority in accordance with C.R.S. § 31-25-107(9)(a).

2.23 "**Urban Renewal Area**" means the area included in the boundaries of the Plan.

2.24 "**Urban Renewal Project**" means all undertakings and activities, or any combination thereof, required to carry out the Plan pursuant to the Act.

3. Impact Report. The Parties acknowledge receipt of, and the opportunity to review, the Impact Report, submitted in accordance with C.R.S. § 31-25-107(3.5)(a). The Impact Report describes the benefits and burdens of the Plan. Having received the Impact Report prior to the commencement of negotiations for the purposes of entering into this Agreement, the Town hereby waives any other statutory requirements related to receipt of the Impact Report.

4. Property Tax Increment Revenues. In compliance with the requirements of the Act, including the Amended 1348 Requirements, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

4.1 Town Property Tax Increment Revenues. The Town and the Authority agree that the Authority shall remit to the Town the Property Tax Increment generated from that portion of the Town Mill Levy pledged to the bonded indebtedness of the Town for the voter-approved purposes of trails and open space, public safety and the Town's Recreation Center (the "**Remitted Town Property Tax Increment**") on or before the 20th day of each month, commencing on the date of approval by the Town of the Plan and ending upon the earlier of: 1) the occurrence of the Duration; or 2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with § 31-25-107(9)(a)(II) of the Act. The Town and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project the Property Tax Increment generated from that portion of the Town Mill Levy identified as the unrestricted general operations mill levy of the Property Tax Increment (the "**Retained Town Property Tax Increment**"), commencing on the date of approval by the Town

of the Plan and ending upon the earlier of: 1) the occurrence of the Duration; or 2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with § 31-25-107(9)(a)(II) of the Act. Upon the earlier of: 1) the occurrence of the Duration; or 2) the payment in full of all bonds, loans, advances and indebtedness, if any, incurred by the Authority to pay for the Improvements, including interest thereon and any premiums due in connection therewith in accordance with § 31-25-107(9)(a)(II) of the Act, the entire Town Property Tax Increment shall be paid by the County Assessor to the Town, and not to the Authority. The Authority shall annually provide a written report to the Town on progress towards completion of the Improvements. The report shall include information related to any significant changes in project scope or cost.

4.2 All of the Town Property Tax Increment upon receipt by the Authority will be deposited into the Special Fund to be utilized in accordance with Section 4.1 hereof. No Town Property Tax Increment will be deposited or transferred into any other Authority fund or into the general fund or any other fund.

5. Sales Tax Increment Revenues. The Town further pledges to the Authority the municipal sales tax increment as defined by C.R.S. § 31-25-107(9)(a) generated from one- and three-quarters percent (1.75%) of the Town's municipal sales tax, such sales tax increment to be deposited directly into the special fund of the Authority in accordance with C.R.S. § 31-25-107(9)(a). The municipal sales tax base shall be calculated in accordance with C.R.S. § 31-25-107(9)(a)(I). Provided however, the specific allocation of the Town Municipal Sales Tax Increment to undertakings and activities within the Area shall be determined by the Authority by one or more separate Development or Redevelopment Agreements.

6. Authority Administrative Fee. An administrative fee equal to one percent (1%) of the Town Property Tax Increment as determined on an annual basis shall be retained by the Authority ("**Administrative Fee**"). Notwithstanding anything to the contrary set forth in this Agreement or in the Urban Renewal Plan, the Authority shall be entitled to retain the Administrative Fee to pay the reasonable and customary administrative costs of the Authority incurred in connection with the Authority's obligations under this Agreement, including without limitation the collection, enforcement, disbursement, and administrative fees and costs related to the Town Property Tax Increment and the Urban Renewal Plan Area. The Administrative Fee shall be deducted annually from the Town Property Tax Increment received.

7. Pledge of Town Property Tax and Town Sales Tax Increment Revenues. The Town recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of § 31-25-109(2)(b) of the Act, the Authority has the right to pledge the Retained Town Property Tax Increment and the Town Sales Tax Increment to the

payment of the Authority's Bonds (if any are or have been issued) and other financial obligations incurred in connection with the Urban Renewal Project. The Town and the Authority also recognize and agree that this Agreement is an indebtedness of the Authority under § 31-25-107(9)(a)(II) of the Act. The Retained Town Property Tax Increment and the Town Sales Tax Increment, when and as received by the Authority is and shall be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the Retained Town Property Tax Increment and the Town Sales Tax Increment shall have priority over any of all other obligations and liabilities of the Authority with respect to the Retained Town Property Tax Increment and the Town Sales Tax Increment. The lien of such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Authority irrespective of whether such persons have notice of such lien.

8. Agricultural Land. The Urban Renewal Area will include property that has been classified within the previous five years as agricultural land by the Boulder County Assessor ("**Agricultural Land**") for the purposes of levying ad valorem property taxes. The Act requires that such Agricultural Land included within an urban renewal plan area shall be valued at fair market value for purposes of establishing the base and calculating the increment. Accordingly, as demonstrated in the Impact Report for the Plan previously submitted to the Town, among others, the Agricultural Land base value has been established at fair market rates. In addition, the Town specifically and irrevocably consents to the inclusion of such Agricultural Land in the Plan pursuant to § 31-25-107(1)(c)(II)(D) of the Act.

9. Waiver. The Town acknowledges and agrees that the execution of this Agreement satisfies the requirements of the Act regarding all applicable Amended 1348 Requirements for the adoption of the Plan, TIF financing in accordance with the Plan, and notices related thereto, except those that may apply to future modifications of the Plan as required by Sections 31-25-107(3.5) and (7) of the Act. Subject to such right to receive notice of any proposed future modification of the Plan, the Town hereby waives any provision of the Act that provides for notice to, requires any filing with or by, requires or permits consent from, or provides any enforcement right to the Town. The Town agrees that it has already received information equivalent to the information otherwise required to be provided to it by Section 31-25-107(3.5) of the Act in the form of the Impact Report, and therefore hereby deem that requirement satisfied.

10. Limitation of Agreement. This Agreement applies only to the Retained Town Property Tax Increment and the Town Sales Tax Increment County Increment. With regards to the Town Property tax Increment, it applies only to that amount as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the Boulder County Treasurer in accordance with § 31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the Town or the Authority.

11. Miscellaneous.

11.1 Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of a Party to abide by its obligations as provided in this Agreement, as soon as the event causing such interruption shall no longer prevail, the applicable Party shall fulfill all of its obligations as soon as reasonably practicable.

11.2 Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to Town. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction is rendered after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

11.3 Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

11.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

11.5 No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

11.6 No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be

amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

11.7 Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

11.8 Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

11.9 Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.

11.10 Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

11.11 No Assignment. No Party may assign any of its rights or obligations under this Agreement. Any attempted assignment in violation of this provision shall be null and void and of no force and effect.

11.12 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

11.13 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11.14 Electronic Transactions. The Parties agree that any individual or individuals who are authorized to execute this Agreement on behalf of the Authority or Town are hereby authorized to execute this Agreement electronically via facsimile or email signature. This agreement by the Parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Agreement shall carry the full legal force and effect of any original, handwritten signature. The Parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents

for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

11.15 Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

11.16 No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

11.17 Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than five business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

11.18 Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

11.19 Precedent. The Parties agree that this Agreement is entered into for the specific Plan described herein. All other future urban renewal projects will be evaluated on their specific attributes and merits and agreements for those projects may include additional or different terms from this Agreement. This Agreement is not deemed to set precedent for such future agreements.

11.20 Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.21 Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party. The Parties further covenant and warrant that they are authorized to enter into this Agreement pursuant to law, including without limitation C.R.S. § 31-25-107(9.5).

[Remainder of page intentionally left blank]

In Witness Whereof, the Authority and Town have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

The Town of Erie, a Colorado home rule municipality

By: [Signature]
Title: Mayor

Attest: [Signature]
By: Debbie Stamp

The Town of Erie Urban Renewal Authority, a body corporate and politic of the State of Colorado

By: [Signature]
Title: Mayor

Attest: [Signature]
By: Town Clerk

Exhibit A
The Property

Legal Description:

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



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-126, **Version:** 1

SUBJECT:

An Ordinance of the Town Council of the Town of Erie Granting a Utility Easement to Public Service Company of Colorado and Approving the Associated Easement Agreement

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director
Chad Schroeder, Development Engineering Supervisor

TIME ESTIMATE: 0 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY: N/A

POLICY ISSUES:

Whether to grant easements to Xcel Energy to install electrical lines and equipment on Town property to serve the Town Center development.

STAFF RECOMMENDATION:

Approve the Ordinance

SUMMARY/KEY POINTS

- Town Council approval is required for land transactions on Town-owned properties.
- Approving the easement will allow Xcel Energy to schedule installation of the electrical lines and equipment, which is required to provide the electrical capacity to the Town Center developments.
- The Town Center properties do not currently have enough electrical capacity to serve all the planned developments for Town Center.

BACKGROUND OF SUBJECT MATTER:

Public Service Company of Colorado (Xcel Energy) is the electric provider for the Town Center properties in Boulder County. There currently is not enough electrical capacity to power the full build out of Town Center. An electrical feeder line needs to be installed from the Xcel Energy substation north of Old Town on the east side of County Line Road to Town Center. The feeder line route goes through Old Town and requires four easements on Town-owned properties to install the electrical

lines and equipment.

Three of the easements are in the Linear Open Space and adjacent to east side of High Street. The other easement is in Erie Commons Filing 5, 2nd Amendment, Town-owned Tract C.

ATTACHMENT(S):

1. Ordinance
2. Easement Agreement

**Town of Erie
Ordinance No. 009-2026**

**An Ordinance of the Town Council of the Town of Erie Granting a
Utility Easement to Public Service Company of Colorado and
Approving the Associated Easement Agreement**

Whereas, the Town owns real property generally located in Block 4, Block 7, and Block 11 of Erie Heights Reception No. 32997, in the SW 1/4 of Section 18 and NW 1/4 of Section 19 Township 1 North, Ranch 69 West of the Sixth Principal Meridian in Weld County, Colorado; and

Whereas, the Public Service Company of Colorado requested a perpetual non-exclusive easement over a portion of said property to construct and maintain utility service; and

Whereas, Section 15.01 of the Erie Home Rule Charter requires that the transfer of any interest in real property be approved by ordinance.

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

Section 1. The Town Council hereby grants a utility easement to Public Service Company of Colorado as more particularly described in the attached Easement Agreement, and the Town Council hereby approves such Easement Agreement in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Easement Agreement on behalf of the Town.

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

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

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

Introduced, Read, Passed and Ordered Published this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

S-T-R: SW ¼ S18 T1N R69W	Grantor: Town of Erie	Doc No:
County: Weld	Address/Intersection: High St & Anderson St High St & Balcom St, Erie High St & Moffat St, Erie South High Street	Reception No:
Division-City/Town: Boulder - Erie	Dist/HP Trans: Dist.	Surveyor: M. Small PLS#38534
Division Agent: Marc Mayorga	Contract Agent/Co: MacKenzie Parry Western Sates Land Services, LLC	Survey Company: SEH
LAT & LONG GPS: Block 4, 40.046422/-105.051007 Block 7, 40.04771 / -105.05159 Block 11, 40.04895/ -105.05158		

PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor (whether one or more) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (“**Easement**”) for utility lines, and all fixtures and devices used or useful in the operation of the same, on, through, over, under, across, and along a course as said lines may be hereafter constructed in Block 4, Block 7 and Block 11 of Erie Heights Reception No. 32997, in the SW 1/4 of Section 18, and NW ¼ of Section 19 Township 1 North, Range 69 West of the Sixth Principal Meridian in the following lands located in County of Weld, State of Colorado, the easement being described as follows (“**Easement Area**”):

SEE “EXHIBIT A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and all related facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “**Facilities**”), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), signs, or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company’s rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Call Before You Dig - Utility Notification Center of Colorado (811 or 1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction, excavation, or digging of the Easement Area to arrange for field locating of Facilities.

Grantor shall disclose to Company any pre-existing waste materials (“**Pre-Existing Wastes**”), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Company shall have the right to

perform environmental sampling in the Easement Area at its discretion. If Company encounters any Pre-Existing Wastes, Company retains the right to stop work and may choose to exercise that right. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such Pre-Existing Wastes. Grantor shall release Company from any claims or responsibilities related to such Pre-Existing Wastes.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by Company shall be restored substantially to its original level and condition following completion of Company activities, taking into account, among other things, the existence of the Facilities and the restrictions stated in this Easement.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. Non-use or a limited use of the Easement Area shall not prevent Grantee from thereafter making use of the Easement Area to the full extent herein authorized.

Grantor warrants and represents that Grantor is the owner of the Easement and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. This Easement consists of the document entitled "Utility Easement", and Exhibit(s) containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

Signed this _____ day of _____, 202_

GRANTOR: Town of Erie, a municipal corporation

BY: _____

_____ (print name)

ITS: _____

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_ by _____ as _____ of Town of Erie, a municipal corporation.

My commission Expires: _____

Notary Public

(Seal)



**EXHIBIT A – BLOCK 4
PERMANENT EASEMENT**

A 20 foot wide strip of land lying in the southwest one-quarter (SW1/4) of Section 18, Township 1 North, Range 69 West, of the 6th Principal Meridian, County of Weld, State of Colorado, being a portion of Block 4, plat of ERIE HEIGHTS, Weld County Records, lying 10 feet on each side of the following described line:

Beginning on the west line of said Block 4, from which the southwest corner thereof bears S00°14'00"E, 180.00 feet;

thence N89°46'00"E, 20.00 feet, to the Point of Terminus.

Containing 400 square feet (0.009 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

As shown on Exhibit A, Sheet 2 of 2, attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the west line of said Block 4, plat of ERIE HEIGHTS, which is assumed to bear N00°14'00"W.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on October 7, 2024, under Job No. 178302-14.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



EXHIBIT A - BLOCK 4
PERMANENT EASEMENT

SHEET 2 OF 2

BALCOLM ST

SW1/4,
SEC 18,
T1N, R68W

BLOCK 4

N 00°14'00" W (BASIS OF BEARINGS)
W LINE, BLOCK 4

POINT OF BEGINNING

10'

N 89°46'00" E
20.00

20'

ERIE HEIGHTS

PARCEL A
400 S.F. (0.009 AC) M/L

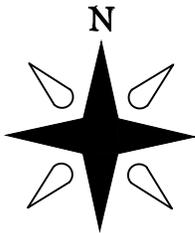
HIGH ST

ALLEY

S 00°14'00" E
180.00

SW COR, BLOCK 4

ANDERSON ST



50 0 50



feet 1"=50' feet



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

X:\IP\IPSCOC\178302\14.0 County Line Rd 1% Erie\9-survey\92-CAD\10-C3d\County Line Rd Erie.dwg



**EXHIBIT A
PERMANENT EASEMENT**

A parcel of land lying in the southwest quarter (SW1/4) of Section 18, Township 1 North, Range 69 West, of the 6th Principal Meridian, Town of Erie, County of Weld, State of Colorado, being a portion of Block 7, Erie Heights, recorded at Reception Number 32997 in the official records of the Weld County, being more particularly described as follows:

Commencing (P.O.C.) at the southwest corner of said Block 7, Erie Heights;

Thence N00°14'00"W along the west line of said Block 7, Erie Heights, 205.43 feet to the point of beginning (P.O.B.);

Thence N00°14'00"W continuing along the west line of said Block 7, Erie Heights, 20.00 feet;

Thence N89°46'00"E, parallel with the south line of said Block 7, Erie Heights, 20.00 feet;

Thence S00°14'00"E parallel with the west line of said Block 7, Erie Heights, 20.00 feet;

Thence S89°46'00"W parallel with the south line of said Block 7, Erie Heights, 20.00 feet to the point of beginning (P.O.B.);

Containing 400 square feet (0.009 acre), more or less.

As shown and described on Exhibit A, Sheet 2 of 2, attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the west line of said Block 7, Erie Heights, which is assumed to bear N00°14'00"W.

All lineal distances shown hereon are in U.S. Survey Feet.

The author of this description is Miles Small, PLS 38534, prepared on behalf of SEH Inc., 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on September 17, 2025, under Job No. 184838-14.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Miles Small
Miles Small, PLS 38534

EXHIBIT A
PERMANENT EASEMENT

SHEET 2 OF 2

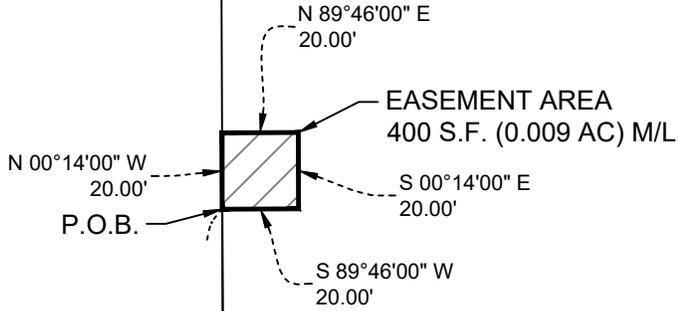
SW1/4
SEC. 18
T1N, R69W
6TH P.M.

HIGH STREET

BLOCK 7

BLOCK 6
ERIE HEIGHTS

BLOCK 33
WEST ADDITION
TO ERIE



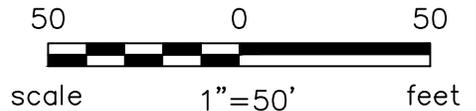
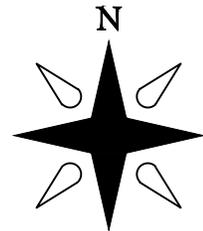
OWNER:
TOWN OF ERIE
(REC. NO. 2280470)

205.43'
N 00°14'00" W
BASIS OF BEARINGS

ERIE HEIGHTS

P.O.C.
SW COR.
BLOCK 7

BALCOM ST.



X:\PTP\PS\COC1184838\14.0 County Line Rd 1% Erie\9-survey\92-CAD\10-C3d\County Line Rd Erie.dwg



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



**EXHIBIT A
PERMANENT EASEMENT**

A parcel of land lying in the southwest quarter (SW1/4) of Section 18, Township 1 North, Range 69 West, of the 6th Principal Meridian, Town of Erie, County of Weld, State of Colorado, being a portion of Block 11, Erie Heights, recorded at Reception Number 32997 in the official records of the Weld County, being more particularly described as follows:

Commencing (P.O.C.) at the southwest corner of said Block 11, Erie Heights;

Thence N00°14'00"W along the west line of said Block 11, Erie Heights, 217.07 feet to the point of beginning (P.O.B.);

Thence N00°14'00"W continuing along the west line of said Block 11, Erie Heights, 20.00 feet;

Thence N89°46'00"E, parallel with the south line of said Block 11, Erie Heights, 20.00 feet;

Thence S00°14'00"E parallel with the west line of said Block 11, Erie Heights, 20.00 feet;

Thence S89°46'00"W parallel with the south line of said Block 11, Erie Heights, 20.00 feet to the point of beginning (P.O.B.);

Containing 400 square feet (0.009 acre), more or less.

As shown and described on Exhibit A, Sheet 2 of 2, attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the west line of said Block 11, Erie Heights, which is assumed to bear N00°14'00"W.

All lineal distances shown hereon are in U.S. Survey Feet.

The author of this description is Miles Small, PLS 38534, prepared on behalf of SEH Inc., 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on September 17, 2025, under Job No. 184838-14.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

Miles Small
Miles Small, PLS 38534

EXHIBIT A
PERMANENT EASEMENT

SHEET 2 OF 2

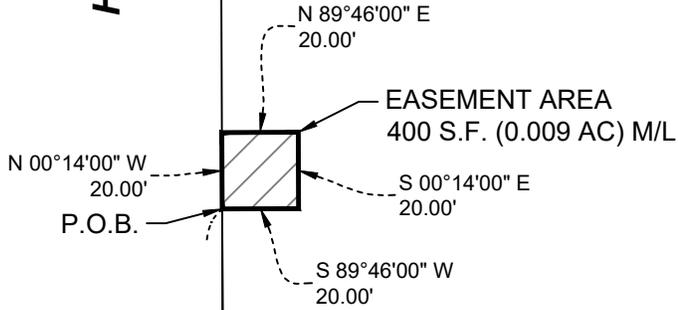
SW1/4
SEC. 18
T1N, R69W
6TH P.M.

HIGH STREET

BLOCK 11

BLOCK 10
ERIE HEIGHTS

BLOCK 32
WEST ADDITION
TO ERIE



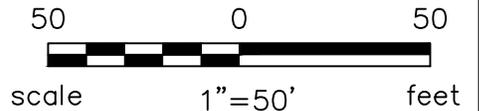
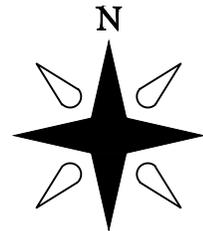
OWNER:
TOWN OF ERIE
(REC. NO. 2280470)

217.07'
N 00°14'00" W
BASIS OF BEARINGS

ERIE HEIGHTS

P.O.C.
SW COR.
BLOCK 11

MOFFAT ST.



X:\PTP\PCOC118483814.0 County Line Rd 1% Erie9-survey\92-CAD110-C3d\County Line Rd Erie.dwg



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



**EXHIBIT A – TRACT C
PERMANENT EASEMENT**

A 10 foot wide strip of land lying in the northwest one-quarter (NW1/4) of Section 19, Township 1 North, Range 68 West, of the 6th Principal Meridian, County of Weld, State of Colorado, being a portion of Tract C, plat of ERIE COMMONS FILING NO. 5 2ND AMDNEMENT FINAL PLAT, Weld County Records, lying 5 feet on each side of the following described line:

Beginning on the north line of said Tract C, from which the northwest corner of said Section 19 bears N89°14'01"W, 1127.07 feet;

thence S00°07'33"E, 13.42 feet;

thence N89°43'52"W, 164.68 feet, to said west line, the Point of Terminus.

The sidelines of said 10 foot wide strip are to be lengthened or shortened to terminate on said north and west lines.

Containing 1,781 square feet (0.041 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

As shown on Exhibit A, Sheet 2 of 2, attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northwest one-quarter (NW1/4) of said Section 19, which is assumed to bear N89°14'01"W.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on December 11, 2025, under Job No. 184838-14.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

Monte L. Sudbeck, PLS 38503

EXHIBIT A - TRACT C
PERMANENT EASEMENT

SHEET 2 OF 2

PARCEL C
REC. NO. 2744264

RTD

SW1/4,
SEC 18,
T1N, R68W

PARCEL D
REC. NO. 2744264

N 89°14'01" W (BASIS OF BEARINGS)
N LINE, NW¼ SEC. 19 1127.07

PERMANENT ESMT
1,781 S.F. (0.041 AC) M/L

POINT OF
BEGINNING
PARCEL A

NW COR, SEC. 19

BLOCK 4



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

TRACT C

N 89°43'52" W
164.68'

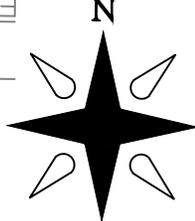
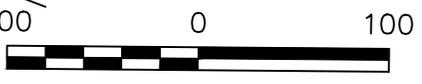
BLOCK 5

TRACT F

S 00°07'33" E
13.42'

ERIE COMMONS FLG NO. 5
2ND AM.

10' 5'

100 0 100
feet 1"=100' feet

X:\PT\IP\SCOC\184838\14.0 County Line Rd 1% Erie\9-survey\92-CAD\10-C3d\County Line Rd Erie.dwg



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-175, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a Fourth Amendment to Agreement for Services with Agfinity, Inc., for the Purchase of Fertilizer Application Services.

DEPARTMENT: Parks & Recreation

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

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

Cost as Recommended:	\$50,000
Balance Available:	\$258,700
Fund	General Fund
Line Item Number:	100-50-810-520000-000000
New Appropriation Required:	No

POLICY ISSUES:

This matter concerns a budgeted expenditure and thus has minimal policy implications.

STAFF RECOMMENDATION:

Approve a Resolution of the Town Council of the Town of Erie Approving a Fourth Amendment to Agreement for Services with Agfinity, Inc., for the Purchase of Fertilizer Application Services.

SUMMARY/KEY POINTS:

- Under direction from the Town Attorney, the Town must obtain approval for all contracts that, cumulatively, have the potential to reach \$100,000 or more.

BACKGROUND OF SUBJECT MATTER:

The Town of Erie entered into a service agreement with Agfinity Inc. to provide fertilizer application services throughout the Town’s parks and open space system. The agreement took effect on Feb. 10, 2023 and has continued through three annual renewals. The contract includes up to four additional one-year renewal terms. The agreement is currently in year four and expires on Dec. 31, 2027.

The Town has spent \$59,512.80 to date under this contract and has budgeted \$50,000 for 2026. The

File #: 2026-175, **Version:** 1

Town will rebid these services in 2028.

ATTACHMENT(S):

1. Resolution
2. Fourth Amendment

**Town of Erie
Resolution No. 26-054**

**A Resolution of the Town Council of the Town of Erie Approving a
Fourth Amendment to Agreement for Services with Agfinity, Inc.,
for the Purchase of Fertilizer Application Services**

Whereas, on May 13, 2025, the Town and Agfinity, Inc. entered into an Agreement for Fertilizer Application Services;

Whereas, on December 7, 2023, the Parties amended the Agreement to add additional services and change the amount of compensation (the "First Amendment"); and

Whereas, on November 4, 2024, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Second Amendment"); and

Whereas, on September 25, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Third Amendment"); and

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

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

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

Adopted this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Fourth Amendment to Agreement for Services
(Fertilizer Application Services – PR-23-03)

This Fourth Amendment to Agreement for General Services (the "Fourth Amendment") is made and entered into this ____ day of February, 2026 (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 Agfinity Inc., an independent contractor with a principal place of business at 4065 St. Cloud Drive, Suite 100, Loveland, CO 80538 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on February 10, 2023, the Parties entered into an Agreement for Services (the "Agreement"); and

Whereas, on December 7, 2023, the Parties amended the Agreement to add additional services and change the amount of compensation (the "First Amendment"); and

Whereas, on November 4, 2024, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Second Amendment"); and

Whereas, on September 25, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Third Amendment"); and

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

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

1. Compensation. The total amount spent in 2026 shall not exceed \$50,000.
2. Term. The term of the Agreement is hereby extended through December 31, 2026.
3. Remainder of Agreement. Except as expressly modified herein, the Agreement, as amended by the Fourth Amendment, shall remain in full force and effect.
3. Electronic Signatures. The Parties intend that this ____ Amendment be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

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

DocuSigned by:
Noell Ullrich
5A42E221F5484B5

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ___ day of _____, 2026, by _____ as
_____ of Agfinity.

My commission expires:

(Seal)

Notary Public



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-176, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with IronStride Solutions, PC for Consulting Services

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director
John Firouzi, Transportation Manager

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

Cost as Recommended:	\$129,954
Balance Available:	\$348,600
Fund	General Fund
Line Item Number:	100-70-425-560100-000000
New Appropriation Required:	No

POLICY ISSUES:

The Streetlight Standards Development project will touch on multiple policy issues that govern planning, design, construction, operations and maintenance of streetlights in the Town of Erie. The policies would be applicable to both Xcel Energy and United Power service areas.

- 1) Council Adopted Plans - Review and align expectations associated with utility provider agreements, environmental objectives, budgetary assignments, and service expectations associated with streetlight assets.
- 2) Municipal Code - Review ordinances governing "dark sky" and environmental lighting requirements to support safety. Create a uniform lighting level tailored to specific land-use and roadway classifications.
- 3) Engineering Standards - Update specifications for streetlighting including utility feed, light placement, spacing, aerial height, materials, and operability to support long-term service needs.

- 4) Unified Development Code (UDC) - Establish parameters for land development projects adding streetlight assets and utilities. Define requirements for dedication of assets to the Town upon meeting Town infrastructure standards.

STAFF RECOMMENDATION:

Approve the Resolution

SUMMARY/KEY POINTS

- **Stakeholder Input:**
 - The process includes both internal and external stakeholder input; the project team includes technical specialists that are qualified to educate and advise on streetlights at the policy, program, and project levels.
- **GIS Modeling:**
 - The process includes the development of a visual dashboard for stakeholders to review trade-offs; all existing and future streetlights can be modeled using specialized software to arrive at informed decisions.
- **Technical Specifications:**
 - The ultimate outcome is the development of design standards and specifications; the technical elements will be used to guide planning, engineering, and maintenance functions provided by the Town of Erie.

BACKGROUND OF SUBJECT MATTER:

The Town of Erie is a growing community located in two counties and two utility districts. Historically, the Town has relied on the utility providers for design guidance on streetlights - developers have paid the utility companies to install and operate any light option that meets the general lighting parameters. This has resulted in inefficient High Pressure Sodium (HPS) streetlight installations as well as direct-bury fiberglass poles that do not retain the original requirement. Streetlights have been identified as a strategic asset by the Environmental Division and its ability to support Smart Cities and Safety is a key interest of the Transportation Division. As a result, the Town's engineering standards and specifications are being updated. The consultant has experience with infrastructure, lighting, and facilitating technical specifications with stakeholder groups.

ATTACHMENT(S):

1. Resolution
2. Agreement

**Town of Erie
Resolution No. 26-059**

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Professional Services with IronStride Solutions, PC for Consulting Services

Whereas, the Town Council finds it in the best interest of the public health, safety, and welfare to approve the Agreement for Professional Services with IronStride Solutions, PC.

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

Section 1. The Agreement for Professional Services ("Agreement") with IronStride Solutions, PC is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Professional Services

This Agreement for Professional Services (the "Agreement") is made and entered into this ____ day of March, 2026 (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 IronStride Solutions, PC an independent contractor with a principal place of business at 2000 S. Colorado Boulevard, Tower 2, Suite 975, Denver, CO 80222 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

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

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

I. Scope of Services

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

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

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$129,945.00. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

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

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

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

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

E. Consultant shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims,

damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. Independent Consultant

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

VII. Insurance

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

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

3. Consultant shall maintain professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

4. Consultant shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

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

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

VIII. Indemnification

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been

determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

Exhibit A Scope of Services

Consultant's Duties

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

- Consultant shall conduct: existing conditions analysis, stakeholder engagement, aligning policies (Erie Municipal Code), budgets, and objectives, data-driven strategy development, technical standards development.

Consultant's Deliverables

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

1. Existing Conditions Review: The Transportation Division will provide data and information related to the most recent efforts, agreements, policies, assets, municipal codes, engineering standards, and stakeholder interests to the consultant team. Some of this information is confidential and the consultant will need to commit to NDAs. The consultant team will need to review and understand the background information and provide an assessment (memorandum) of the existing conditions in relation to available budget resources.

2. Model Existing Lighting Levels (Xcel and United Power Areas): A high level photometric (or equivalent) model identifying the original lighting design is needed to establish a baseline based on previously reviewed/approved lighting. The information will be used to discuss light level changes with stakeholders as a result of LED upgrades and updated poles, fixtures, and etc.

3. Stakeholder Input: The Town of Erie is a customer service driven organization that uses internal and external stakeholder groups. Lighting can influence safety, quality of life, and smart city interests that need to be captured through input (survey). The consultant team will need to capture stakeholders' expectations from the following groups:

- Technical Teams (PW Engineering, PW Transportation, PW GIS, PW Streets, Planning, Environmental, PD, Parks, IT, Communication, Finance).
- Elected/Appointed Reps from Boards, Commissions, and Council.
- Neighborhood HOA Reps.
- Development and Business Community Reps.

4. Visual Dashboard: To create a strategic direction, a GIS (or equivalent) visual communication tool is needed to demonstrate the existing conditions and areas of immediate or long-term opportunities.

5. Stakeholder Presentation: The strategic direction, areas of opportunities, and consultant recommendations will need to be presented to stakeholders to ensure awareness. A workshop (or equivalent) is needed to educate the team and build consensus towards new lighting standards.

6. Lighting Standards and Specifications: Upon consensus, the Public Work Department will need technical documentation (e.g. AutoCAD drawings, Cut Sheets, Standard Details, Conduit and Electrical Specification sheets) to update the engineering standards and specifications. The documentation will need to align with roadway classifications and establish a set of options that correspond to codes and "dark sky" initiative across all lights including streetlights, traffic signals, and pedestrian lighting.

7. Active Projects: The consultant will need to provide guidance (memorandum) on guiding and transitioning active development projects from previous streetlight methodology to the new engineering standards.

8. Roadmap to Smart City Technologies: The consultant, considering the Town's budget for streetlights, will need to recommend (memorandum) value-added services that can support Smart City technologies and capabilities. This information will be used to evaluate alignment between manufacturer offerings and the Town's strategic interests.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-210, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a Permanent Easement Agreement between the Town of Erie and Flight Park LLC

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director
Chad Schroeder, Development Engineering Supervisor

TIME ESTIMATE: 0 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
N/A

POLICY ISSUES:
Town Council approval is required for acceptance of easement dedications to the Town.

STAFF RECOMMENDATION:
Approve the Resolution

SUMMARY/KEY POINTS

- Accepting the easement dedication will allow the Town to install and maintain water meters to serve the Flight Park LLC structures.
- The Erie Airpark Replat D (Flight Park LLC) did not have water meter easements dedicated at the time of platting given the exact locations of the proposed structures and meter locations were not known.

BACKGROUND OF SUBJECT MATTER:

The Erie Airpark Replat D (Flight Park LLC) was approved by the Board of Trustees on Nov. 15, 2022, and Planning Commission approved an associated Site Plan on May 7, 2025. Following these approvals, the project started the offsite improvement utility work installation.

To obtain building permits for the structures, water meter easements are required which were not

File #: 2026-210, **Version:** 1

included in Replat D given the exact location of the water meters not being known for the structures at the time.

ATTACHMENT(S):

1. Resolution
2. Easement Agreement

**Town of Erie
Resolution No. 26-058**

**A Resolution of the Town Council of the Town of Erie Approving a
Permanent Easement Agreement between the Town of Erie and
Flight Park LLC**

Whereas, the Town Council finds it in the best interest of the public health, safety, and welfare to approve a Permanent Easement Agreement between the Town of Erie and Flight Park LLC.

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

Section 1. The Permanent Easement Agreement between the Town of Erie and Flight Park 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 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Permanent Easement Agreement

This Permanent Easement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between Flight Park LLC, a Colorado Limited Liability Company with an address of 3000 Airport Drive, Unit 203, Erie, Colorado 80516 ("Grantor"), and the Town of Erie, a Colorado home rule municipality with an address of P.O. Box 750, 645 Holbrook Street, Erie, CO 80516 (the "Town") (each a "Party" and collectively the "Parties").

Whereas, Grantor is the owner of the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Easement Property");

Whereas, the Town wishes to construct and install, and thereafter use, operate, inspect, maintain and repair water facilities and related appurtenances and facilities on, over, across and under the Easement Property, as depicted in **Exhibit B**, attached hereto and incorporated herein by this reference (collectively the "Facilities"); and

Whereas, for this purpose, Grantor is willing to convey this permanent easement to the Town, which allows the Town to install, operate, use, repair and maintain the Facilities upon and beneath the surface of the Easement Property.

Now, Therefore, for and in consideration of the mutual promises and covenants contained here, Grantor and the Town mutually agree as follows:

1. Grant of Easement. Grantor hereby grants to the Town, its successors and assigns, lessees, licensees and agents, a permanent, perpetual, non-exclusive easement (the "Easement") to enter, re-enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove the Facilities in, through, over, across, under and above the Easement Property.
2. Town's Rights. The Town and its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Easement Property for access to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring and removal of the Facilities.
3. Nonexclusive Use. The Town agrees, following written request to and approval by the Town, that other utilities and facilities may be installed in the Easement Property if such utilities do not interfere with the Town's rights as herein granted or the Town's use of the Easement and Easement Property. All surface and subsurface uses of the Easement Property must be approved in writing by the Town prior to installation.
4. Maintenance. The Town shall be solely responsible for maintaining the Facilities, and the Facilities shall remain the Town's property.

5. Grantor's Obligations.

a. Grantor shall not construct or place any structure or building, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature on the Easement Property that will interfere with or obstruct the Easement granted herein. Any such prohibited structure or item placed on the Easement Property may be removed by the Town at Grantor's expense and without liability to the Town for damages arising therefrom. Grantor shall retain the right to the use and occupancy of the Easement Property to the extent that it does not interfere with the Town's rights or its use of the Easement.

b. Grantor shall be solely responsible for the maintenance of all Grantor's improvements located within the Easement Property.

c. Grantor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Grantor's noncompliance with such accessibility standards.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Warranty. Grantor warrants that it has the full right and legal authority to make the grant of Easement contained in this Agreement.

8. Recordation. The Town shall record this Agreement in timely fashion in the official records of Weld County and may re-record it at any time as may be required to preserve its rights in this Agreement. All provisions of this Agreement are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

9. No Merger. It is the express intent of the Parties that the doctrine of merger shall not apply to this Agreement and there will be no merger of estate between the Easement and the Easement Property.

10. Miscellaneous.

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

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

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

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

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

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

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

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

i. *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.

k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

l. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

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

Grantor

By: *Zachary Nassar*
Zachary Nassar, member

State of Colorado _____)
County of Weld) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13 day of March, 2026, by Zachary Nassar as the Member of Flight Park LLC.

My commission expires: 09/14/2026

(Seal)

Notary Public

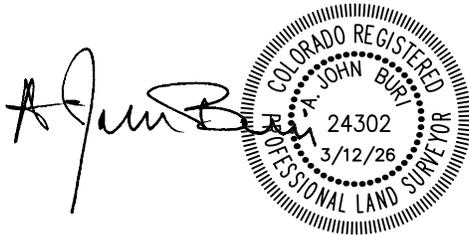
**KAYLA LOUIE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224036181
MY COMMISSION EXPIRES 09/14/2026**

Exhibit A
Legal Description of Easement Property

EXHIBIT A (PAGE 1 OF 1)

LEGAL DESCRIPTION:

LOT 1, ERIE AIR PARK SUBDIVISION REPLAT D, A PLAT RECORDED ON 12/05/22 AT RECEPTION NO. 4870475, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO.



A. JOHN BURI P.L.S. 24302
FOR AND ON BEHALF OF
SITWORKS
1911 11TH STREET, SUITE 200
BOULDER, CO 80302
303.918.7859

Exhibit B
Depiction of Facilities

EXHIBIT B (PAGE 2 OF 11)

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF LOT 1, ERIE AIR PARK REPLAT D, A PLAT RECORDED 12/05/2022 AT RECEPTION NO. 4870475, AT THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SW 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 WHENCE THE WEST LINE OF SAID 1 BEARS N00°00'00"E, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N00°00'00"E ALONG SAID WEST LINE, A DISTANCE OF 485.55 FEET TO A POINT ON THE SOUTH LINE OF A 30' UTILITY EASEMENT DESCRIBED ON THE ERIE AIR PARK TRACT E MINOR SUBDIVISION, A PLAT RECORDED ON 03/22/2019 AT RECEPTION NO. 4475348; THENCE S89°01'33"E ALONG THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 133.78 FEET TO THE POINT OF BEGINNING;

THENCE S00°58'27"W, A DISTANCE OF 4.00 FEET;
THENCE S89°01'33"E PARALLEL TO THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET;
THENCE N00°58'27"E, A DISTANCE OF 4.00 FEET ;
THENCE N89°01'33"W ALONG THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS, 40 SQUARE FEET.



A. JOHN BURI P.L.S. 24302
FOR AND ON BEHALF OF
SITEWORKS
1911 11TH STREET, SUITE 200
BOULDER, CO 80302
303.918.7859

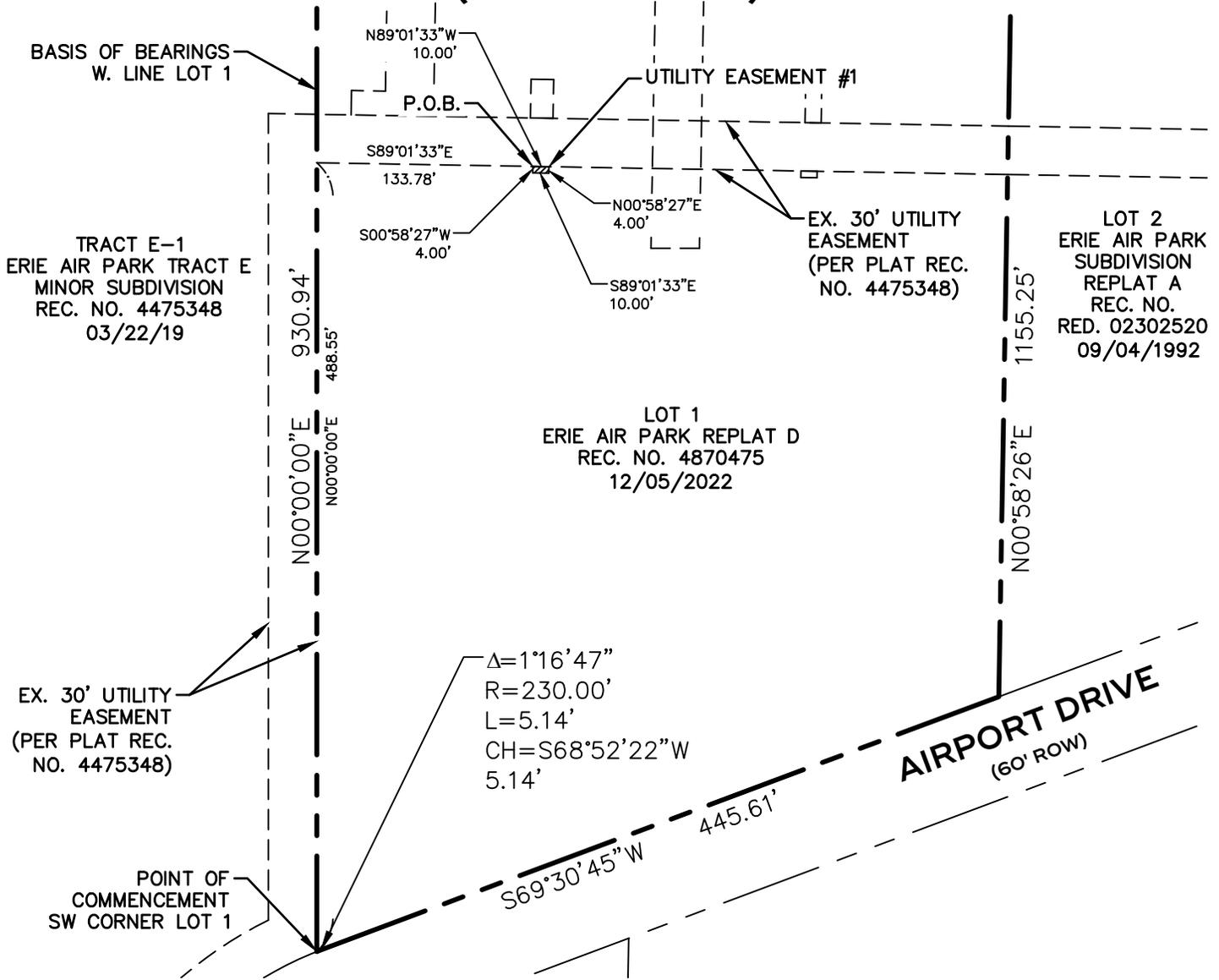
siteworks
creativity for
the built environment

Utility Easement #1

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 3 OF 11)



1

EASEMENT EXHIBIT MAP

SCALE: 1" = 100'



siteworks
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the built environment

Utility Easement #1

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 4 OF 11)

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF LOT 1, ERIE AIR PARK REPLAT D, A PLAT RECORDED 12/05/2022 AT RECEPTION NO. 4870475, AT THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SW 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 WHENCE THE WEST LINE OF SAID 1 BEARS N00°00'00"E, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N00°00'00"E ALONG THE SAID WEST LINE, A DISTANCE OF 485.55 FEET; TO A POINT ON THE SOUTH LINE OF A 30' UTILITY EASEMENT DESCRIBED ON THE ERIE AIR PARK TRACT E MINOR SUBDIVISION, A PLAT RECORDED ON 03/22/2019 AT RECEPTION NO. 4475348; THENCE S89°01'33"E ALONG THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 299.78 FEET TO THE POINT OF BEGINNING;

THENCE S00°58'27"W, A DISTANCE OF 4.00 FEET;
THENCE S89°01'33"E PARALLEL TO THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET;
THENCE N00°58'27"E, A DISTANCE OF 4.00 FEET ;
THENCE N89°01'33"W ALONG THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS, 40 SQUARE FEET.



A. JOHN BURI P.L.S. 24302
FOR AND ON BEHALF OF
SITWORKS
1911 11TH STREET, SUITE 200
BOULDER, CO 80302
303.918.7859

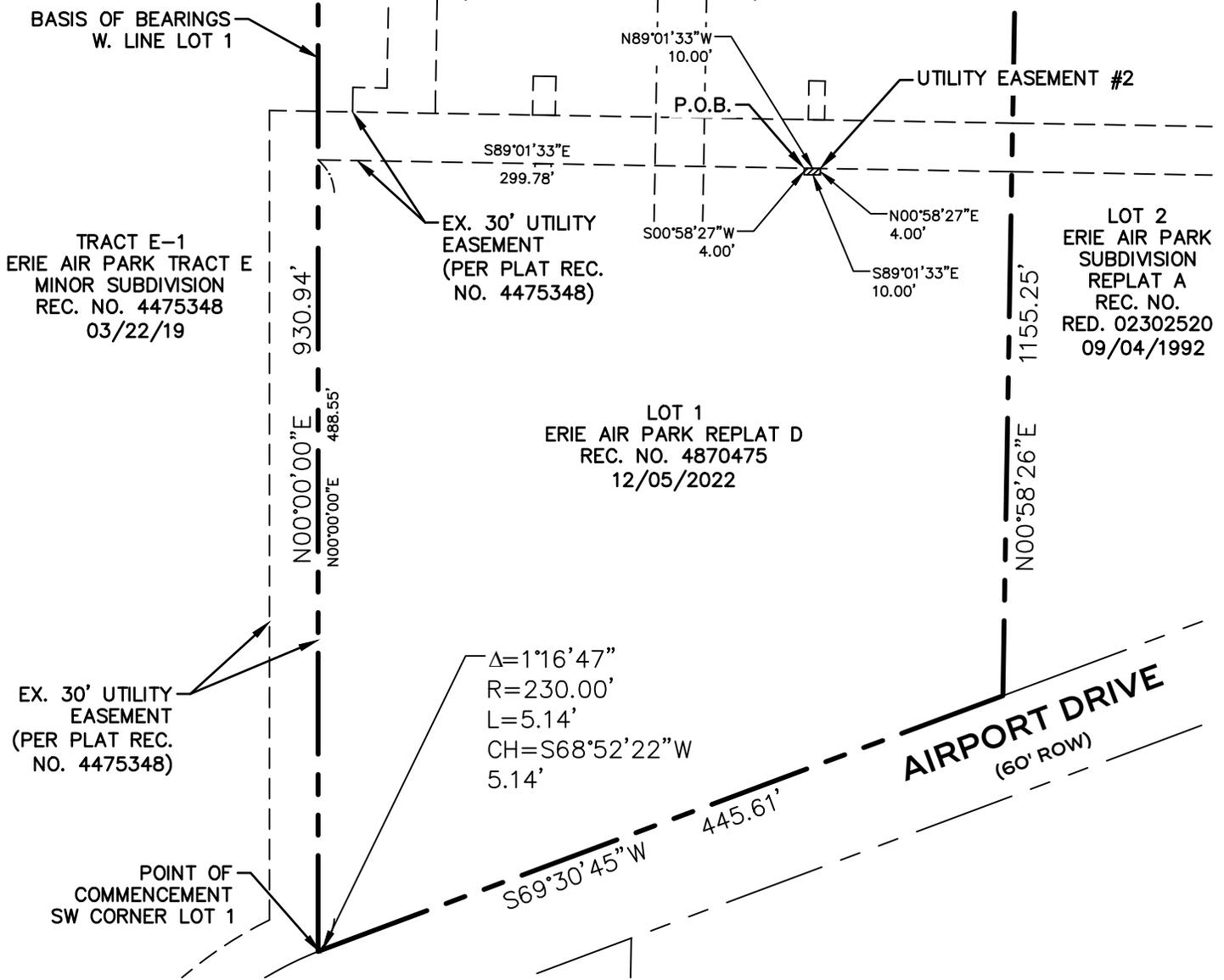
siteworks
creativity for
the built environment

Utility Easement #2

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 5 OF 11)



1

EASEMENT EXHIBIT MAP

SCALE: 1" = 100'



siteworks
creativity for
the built environment

Utility Easement #2

Lot 1	Project: 23126E
Erie Air Park Replat D	File: 23126E-1
	Date: 03/13/26

EXHIBIT B (PAGE 6 OF 11)

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF LOT 1, ERIE AIR PARK REPLAT D, A PLAT RECORDED 12/05/2022 AT RECEPTION NO. 4870475, AT THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SW 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 WHENCE THE WEST LINE OF SAID 1 BEARS N00°00'00"E, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N00°00'00"E ALONG SAID WEST LINE, A DISTANCE OF 518.55 FEET TO A POINT ON THE NORTH LINE OF A 30' UTILITY EASEMENT DESCRIBED ON THE ERIE AIR PARK TRACT E MINOR SUBDIVISION, A PLAT RECORDED ON 03/22/2019 AT RECEPTION NO. 4475348; THENCE S89°01'33"E ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 302.28 FEET TO THE POINT OF BEGINNING;

THENCE S89°01'33"E ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET;
THENCE N00°58'27"E, A DISTANCE OF 24.00 FEET;
THENCE N89°01'33"W PARALLEL TO THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET;
THENCE S00°58'27"W, A DISTANCE OF 24.00 FEET TO THE POINT OF TRUE BEGINNING.

SAID UTILITY EASEMENT CONTAINS, 240 SQUARE FEET.



A. JOHN BURI P.L.S. 24302
FOR AND ON BEHALF OF
SITEWORKS
1911 11TH STREET, SUITE 200
BOULDER, CO 80302
303.918.7859

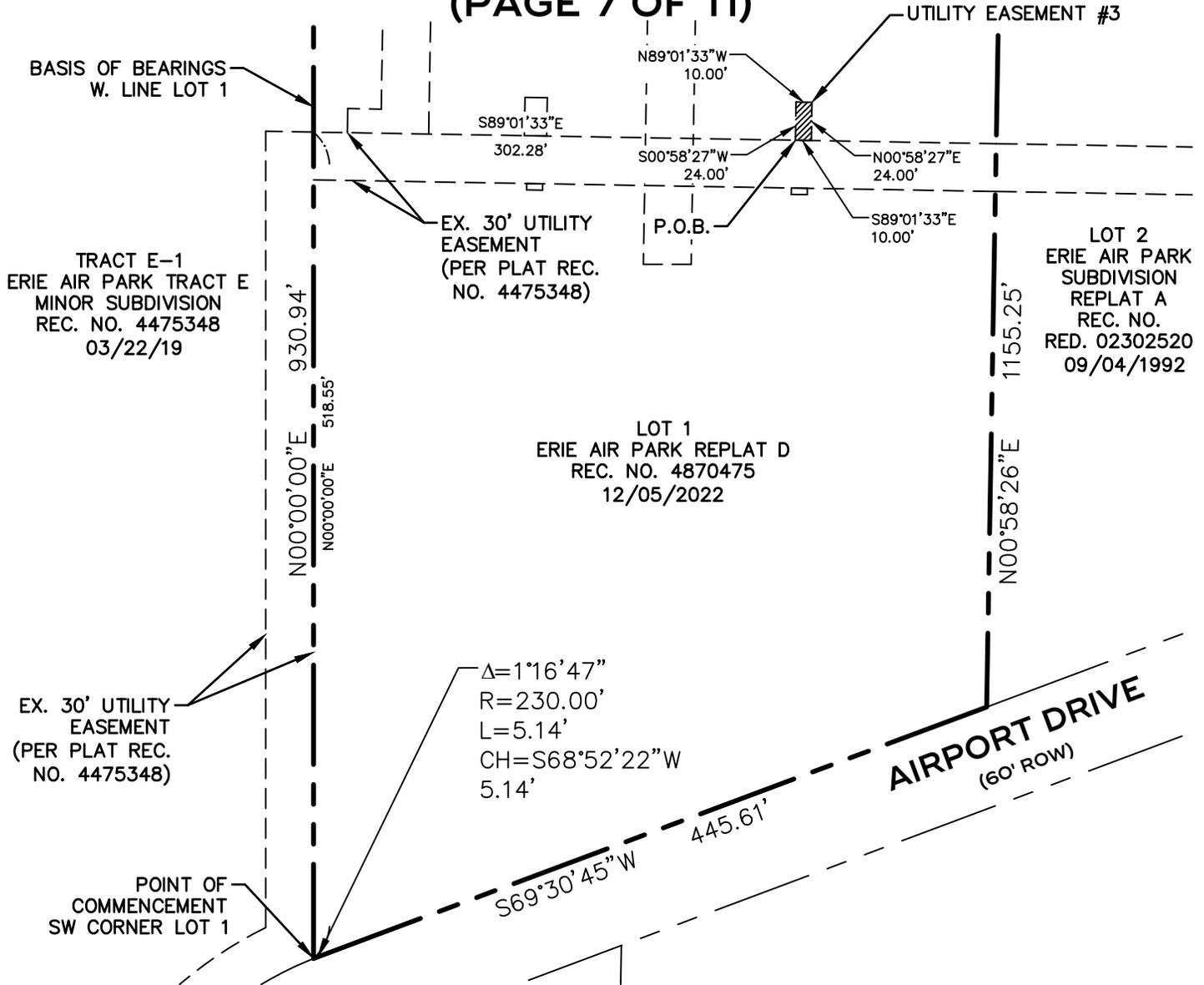
siteworks
creativity for
the built environment

Utility Easement #3

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 7 OF 11)



1

EASEMENT EXHIBIT MAP

SCALE: 1" = 100'



siteworks
creativity for the built environment

Utility Easement #3

Lot 1	Project:	23126E
Erie Air Park Replat D	File:	23126E-1
	Date:	03/13/26

EXHIBIT B (PAGE 8 OF 11)

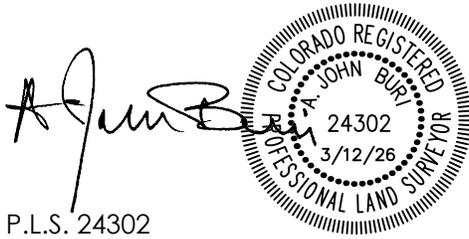
LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF LOT 1, ERIE AIR PARK REPLAT D, A PLAT RECORDED 12/05/2022 AT RECEPTION NO. 4870475, AT THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SW 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 WHENCE THE WEST LINE OF SAID 1 BEARS N00°00'00"E, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE N00°00'00"E ALONG SAID WEST LINE, A DISTANCE OF 518.55 FEET TO A POINT ON THE NORTH LINE OF A 30' UTILITY EASEMENT DESCRIBED ON THE ERIE AIR PARK TRACT E MINOR SUBDIVISION, A PLAT RECORDED ON 03/22/2019 AT RECEPTION NO. 4475348; THENCE S89°01'33"E ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 132.28 FEET TO THE POINT OF BEGINNING;

THENCE S89°01'33"E ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 14.00 FEET;
THENCE N00°58'27"E, A DISTANCE OF 24.00 FEET;
THENCE N89°01'33"W PARALLEL TO THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 14.00 FEET;
THENCE S00°58'27"W, A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS, 336 SQUARE FEET.



A. JOHN BURI P.L.S. 24302
FOR AND ON BEHALF OF
SITWORKS
1911 11TH STREET, SUITE 200
BOULDER, CO 80302
303.918.7859

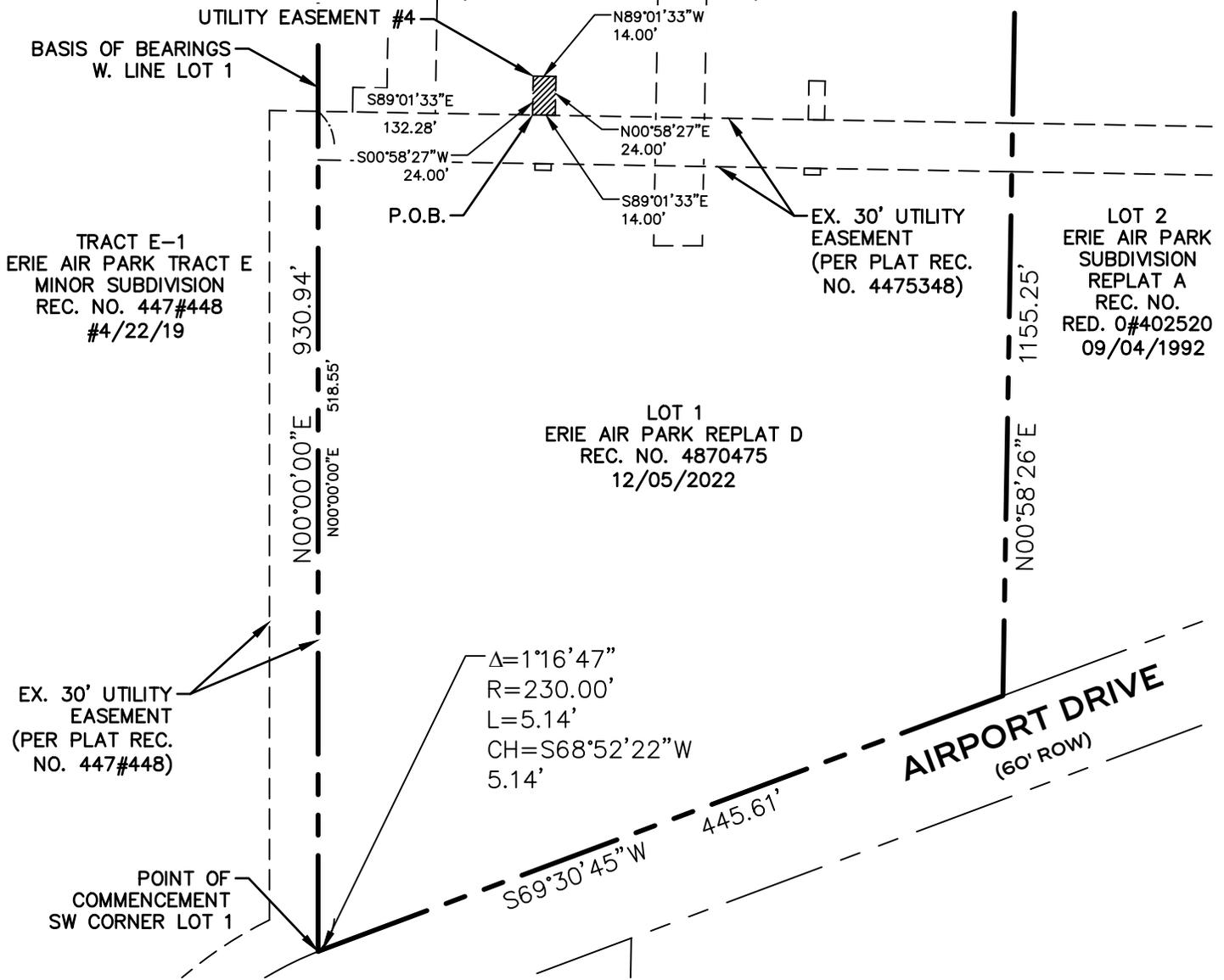
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creativity for
the built environment

Utility Easement #4

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 9 OF 11)



1

EASEMENT EXHIBIT MAP

SCALE: 1" = 100'



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creativity for
the built environment

Utility Easement #4

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 10 OF 11)

LEGAL DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF LOT 1, ERIE AIR PARK REPLAT D, A PLAT RECORDED 12/05/2022 AT RECEPTION NO. 4870475, AT THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SW 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1 WHENCE THE EAST LINE OF SAID 1 BEARS S00°58'26"W, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE S00°58'26"W ALONG SAID EAST LINE, A DISTANCE OF 437.56 FEET TO A POINT ON THE NORTH LINE OF A 30' UTILITY EASEMENT DESCRIBED ON SAID ERIE AIR PARK REPLAT D; THENCE N89°02'43"W ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 116.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°57'17"E, A DISTANCE OF 20.00 FEET;
THENCE N89°02'43"W PARALLEL TO THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET;
THENCE S00°57'17"W , A DISTANCE OF 20.00 FEET;
THENCE S89°02'43"E ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID UTILITY EASEMENT CONTAINS, 200 SQUARE FEET.



A. JOHN BURI P.L.S. 24302
FOR AND ON BEHALF OF
SITWORKS
1911 11TH STREET, SUITE 200
BOULDER, CO 80302
303.918.7859

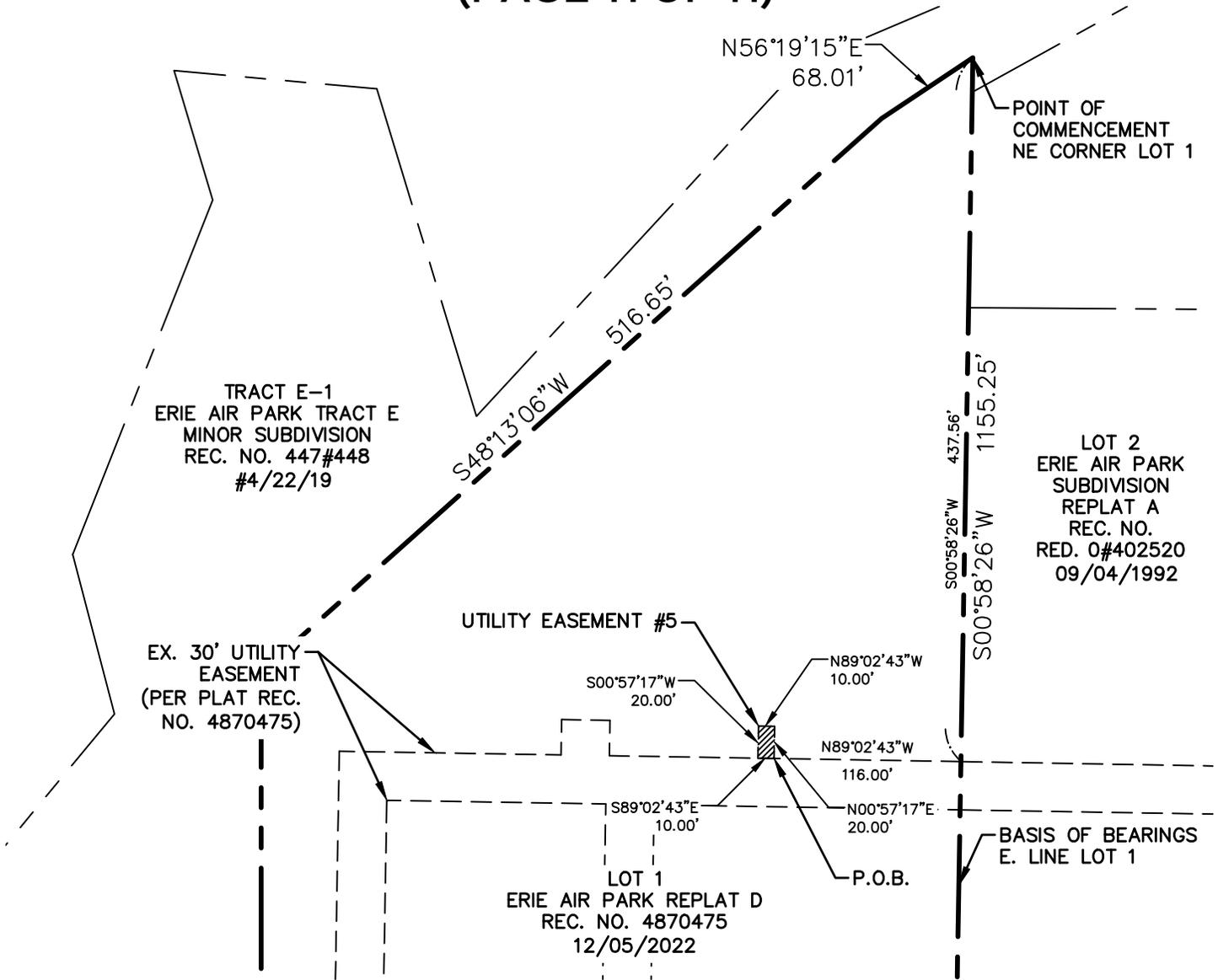
siteworks
creativity for
the built environment

Utility Easement #5

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26

EXHIBIT B (PAGE 11 OF 11)



1

EASEMENT EXHIBIT MAP

SCALE: 1" = 100'



siteworks
creativity for
the built environment

Utility Easement #5

Lot 1
Erie Air Park Replat D

Project: 23126E
File: 23126E-1
Date: 03/13/26



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-208, **Version:** 1

SUBJECT:

An Ordinance of the Town Council of the Town of Erie Granting a Utility Easement to Public Service Company of Colorado and Approving the Associated Easement Agreement

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director
Chad Alexander, Facilities Division Manager

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY: N/A

POLICY ISSUES:

Town Council approval is required for land transactions on Town-owned properties including whether to grant an easement.

STAFF RECOMMENDATION:

Approve the Ordinance

SUMMARY/KEY POINTS

- Town Council approval is required for land transactions on Town-owned properties.
- Approving the easement will allow Xcel Energy to schedule installation of the electrical lines and equipment, which is required to provide the electrical capacity the expanded Police Department building requires
- The current electrical service does not currently have enough electrical capacity to serve the expanded Police Department building.

BACKGROUND OF SUBJECT MATTER:

Public Service Company of Colorado (Xcel Energy) is the electric provider for the Police Department property located in Boulder County. There currently is not enough electrical capacity to power the expanded Police Building. A new higher capacity electrical transformer and associated equipment and service lines need to be installed at a new location on the Erie PD property. Installation of the new transformer and service lines require an easement on this Town-owned property.

ATTACHMENT(S):

File #: 2026-208, **Version:** 1

1. Ordinance
2. Easement Agreement

**Town of Erie
Ordinance No. 010-2026**

**An Ordinance of the Town Council of the Town of Erie Granting a
Utility Easement to Public Service Company of Colorado and
Approving the Associated Easement Agreement**

Whereas, the Town owns real property generally located in Lot 2, Block 9, Creekside Subdivision, in the SE 1/4 of Section 13, Township 1 North, Range 69 West of the Sixth Principal Meridian in Boulder County, Colorado; and

Whereas, the Public Service Company of Colorado requested a perpetual non-exclusive easement over a portion of said property to construct and maintain utility service; and

Whereas, Section 15.01 of the Erie Home Rule Charter requires that the transfer of any interest in real property be approved by ordinance.

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

Section 1. The Town Council hereby grants a utility easement to Public Service Company of Colorado as more particularly described in the attached Easement Agreement, and the Town Council hereby approves such Easement Agreement in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Easement Agreement on behalf of the Town.

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

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

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

Introduced, Read, Passed and Ordered Published this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

S-T-R: SE ¼ S13 T1N R69W	Grantor: Town of Erie	Doc No:
County: Boulder	Address/Intersection: 1000 Telleen Ave	Reception No:
Division-City/Town: Boulder - Town of Erie	Dist/HP Trans: Dist.	Surveyor: M. Sudbeck PLS#38503
Division Agent: William Schulz	Contract Agent/Co:	Survey Company: SEH
LAT & LONG GPS: 40° 02' 40.07" N 105° 03' 23.33" W		

PUBLIC SERVICE COMPANY OF COLORADO UTILITY EASEMENT

The undersigned Grantor (whether one or more) hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement (“**Easement**”) for utility lines, and all fixtures and devices used or useful in the operation of the same, on, through, over, under, across, and along a course as said lines may be hereafter constructed in **Lot 2, Block 9, Creekside Subdivision**, in the **SE 1/4** of Section **13**, Township **1 North**, Range **69 West** of the **Sixth** Principal Meridian in the following lands located in County of Boulder, State of Colorado, the easement being described as follows (“**Easement Area**”):

SEE “EXHIBIT A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Together with the right (i) to enter upon said premises, to survey, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, remove, maintain and use utility lines and all related facilities, other fixtures, devices, and appurtenances used or useful in connection therewith (collectively the “**Facilities**”), and (ii) to remove objects interfering therewith, including the trimming or felling of trees and bushes, and (iii) to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said Facilities and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery.

The Grantor reserves the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's Facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any temporary or permanent buildings, structures (including without limitation trailers or mobile homes), signs, or wells on, under, or over the Easement Area. No other objects shall be erected, placed, or permitted to remain on, under, or over the Easement Area, which will or may interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted. No failure by Company to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of Company to such improvements or objects, nor a waiver of Company’s rights regarding removal of any such improvements or objects.

Grantor agrees to contact the Call Before You Dig - Utility Notification Center of Colorado (811 or 1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four (4) business days (or such longer time if required by applicable law) prior to the commencement of construction, excavation, or digging of the Easement Area to arrange for field locating of Facilities.

Grantor shall disclose to Company any pre-existing waste materials (“**Pre-Existing Wastes**”), that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area and any other information that would help Company assess the risks of working in the area. Company shall have the right to

perform environmental sampling in the Easement Area at its discretion. If Company encounters any Pre-Existing Wastes, Company retains the right to stop work and may choose to exercise that right. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such Pre-Existing Wastes. Grantor shall release Company from any claims or responsibilities related to such Pre-Existing Wastes.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement area and any adjoining premises used by Company shall be restored substantially to its original level and condition following completion of Company activities, taking into account, among other things, the existence of the Facilities and the restrictions stated in this Easement.

The provisions of this Easement shall run with, be binding on and burden the Easement Area and shall bind and benefit the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Company. Non-use or a limited use of the Easement Area shall not prevent Grantee from thereafter making use of the Easement Area to the full extent herein authorized.

Grantor warrants and represents that Grantor is the owner of the Easement and has the right to sell, transfer, convey, confirm and grant this Easement and the rights contained herein. This Easement is binding on Grantor, is not conditioned upon obtaining the consent of any third party.

This Easement incorporates all agreements between the parties as to the subject matter of this Easement, and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. This Easement consists of the document entitled "Utility Easement", and Exhibit(s) containing a legal description and a sketch depicting the legal description, if referenced above or attached hereto. No other exhibit, addendum, schedule or other attachment (collectively "Addendum") is authorized by Company, and no Addendum shall be effective and binding upon Company unless executed by an authorized representative of Company.

Signed this _____ day of _____, 2026

GRANTOR: Town of Erie, a municipal corporation

BY: _____

_____ (print name)

ITS: _____

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____ as _____ of Town of Erie, a municipal corporation.

My commission Expires: _____
Notary Public

(Seal)



**EXHIBIT A – LOT 2
PERMANENT EASEMENT**

A parcel of land lying in the southeast one-quarter (SE1/4) of Section 13, Township 1 North, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, being a portion of Lot 2, Block 9, plat of CREEKSIDE SUBDIVISION, Boulder County Records, described as follows:

Beginning on the north line of an 8 foot wide Utility Easement as shown on said plat, from which the southeast corner of said Lot 2 bears S86°48'53"E, 195.02 feet;

- thence N89°09'56"W, 25.00 feet, along said north line;
- thence N00°50'04"E, 7.04 feet;
- thence N49°39'49"W, 58.54 feet;
- thence S07°32'56"W, 44.58 feet, to said north line;
- thence N89°09'56"W, 10.07 feet, along said north line;
- thence N04°59'00"E, 48.12 feet;
- thence N00°20'46"E, 15.00 feet;
- thence S89°39'14"E, 15.00 feet;
- thence S00°20'46"W, 8.48 feet;
- thence S49°39'49"E, 54.46 feet;
- thence S89°09'56"E, 25.00 feet;
- thence S00°50'04"W, 20.00 feet, to the Point of Beginning.

Containing 1,821 square feet (0.042 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof

For the purpose of this description, bearings are based on the east line of the southeast one-quarter (SE1/4) of said Section 13, which is assumed to bear N00°07'30"W.

All lineal distance units are represented in U.S. Survey Feet.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd, Suite 6000, Denver, CO 80222, on March 4, 2026, under Job No. 184838-172.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.



Monte L. Sudbeck, PLS 38503

EXHIBIT A - LOT 2
PERMANENT EASEMENT

SHEET 2 OF 2

TELLEEN AVE.

20' UTILITY ESMT

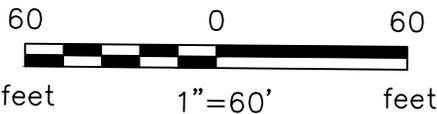
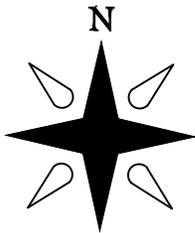
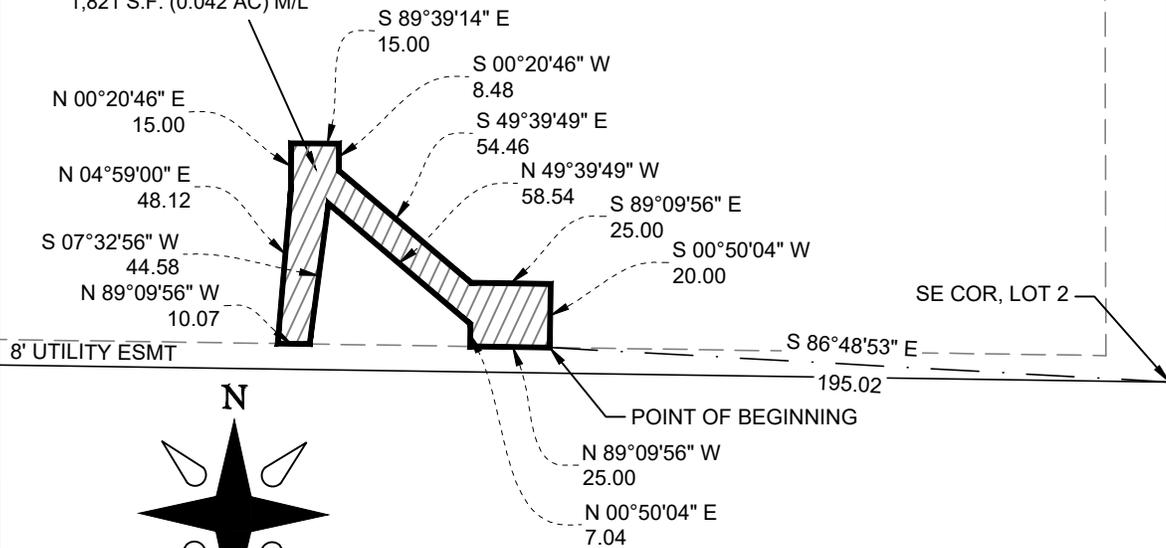
SE1/4,
SEC. 13,
T1N, R69W

LOT 2,
BLOCK 9,
CREEKSIDE SUBDIVISION

E LINE, SE1/4, SEC. 13
N 00°07'30" W (BASIS OF BEARINGS)
E COUNTY LINE RD

20' UTILITY ESMT

PERMANENT ESMT
1,821 S.F. (0.042 AC) M/L



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com

X:\PT\IPSCOC\184838\172.0 1000 Telleen Ave\9-survey\92-CAD\10-C3dt\1000 Telleen Ave.dwg



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-201, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Agreement for Services with Velocity Plant Services, LLC for On-Call Maintenance Services for the Water Treatment Facility

DEPARTMENT: Utilities

PRESENTER(S): Bruce Chameroy; Water and Wastewater Division Manager
Weston Ring; Utilities Project Manager

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

Cost as Recommended:	\$200,000
Balance Available:	N/A
Fund	Water Fund
Line Item Number:	N/A
New Appropriation Required:	No

POLICY ISSUES:

The Town Council must approve purchases of this amount per the Town Charter and Purchasing Policy.

STAFF RECOMMENDATION:

Approve the Resolution

BACKGROUND OF SUBJECT MATTER:

Velocity Plant Services has assisted the Town of Erie on various projects in the past, including repair projects at the Lynn R. Morgan Water Treatment Facility and the reverse osmosis pilot project at the proposed North Water Treatment Facility. This on-call agreement gives the staff flexibility to retain Velocity’s services quickly when needs arise.

ATTACHMENT(S):

1. Resolution

2. Agreement

**Town of Erie
Resolution No. 26-062**

**A Resolution of the Town Council of the Town of Erie Approving a
First Amendment to Agreement for Services with Velocity Plant
Services, LLC for On-Call Maintenance Services for the Water
Treatment Facility**

Whereas, on October 23, 2024, the Town and Velocity Plant Services, LLC entered into an Agreement for Services for On-Call Maintenance Services for the Water Treatment Facility.

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

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

Adopted this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

First Amendment to Agreement for Services (Hourly)
(On-Call Maintenance Services – Water Treatment Facility)

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of March, 2026 (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 Velocity Plant Services, LLC, an independent contractor with a principal place of business at 2107 West College Avenue, Englewood, CO 80110 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on October 23, 2024, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

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

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

1. Compensation. **Exhibit B**, Compensation, is replaced in its entirety with the attached Exhibit B.
2. Remainder of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Exhibit B
Compensation

Contractor shall be paid on an hourly basis for the time spent by Contractor's employees performing the work described in the Scope of Services. Contractor shall provide itemized invoices detailing the work performed, and shall bill in increments of not less than 15 minutes. Such invoices shall be submitted to the Town on a monthly basis.

The hourly rates for Contractor's employees are as follows:

16% of total invoiced amount added for project administration cost
15% profit added to materials, vendor services & subcontractors.

Hourly Service Rates as of January 1st 2024 Labor
Rates/Hour

Superintendent & truck - \$170.00
Project Manager - \$185.00 Foreman -
\$105.00 Pipefitter/Operator - \$90.00
General Laborer - \$73.50

Equipment - Mobilization is 4 equipment hours Equipment
Rates/Hour (Does not include operator) Walk Behind 24"

Drum Compactor - \$50.00

Jumping jack - \$20.00

Wheel Skidsteer Loader - \$60.00
Track Skidsteer Loader - \$85.00
Trench attachment - \$15.00 Backhoe
loader - \$85.00
3-4 CY Loader - \$150.00

50 excavator - \$90.00 85
excavator - \$100.00 160
Excavator - \$120.00 200
Excavator - \$140.00 235
Excavator - \$165.00

10k # Extend Forklift - \$120.00

20kw Diesel Generator/Light Stand - \$30.00 Air
compressor - \$30.00

Subcontractor Crane services – Hourly rates by requirement of load and reach calculation.

Subcontract Trucking Services – Hourly rates per origination and destination

Pumps, Hoisting Equipment, and other specialty tools to be provided as requested... specific to existing job conditions.

The total annual compensation under this Agreement shall not exceed \$200,000.

Certificate Of Completion

Envelope Id: FA73FA66-10E7-40A3-BE3D-CFB0DFBC090C
 Subject: Complete with Docusign: 260219 Amendment Velocity Plant Services.docx
 Source Envelope:
 Document Pages: 4
 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: 50.206.104.130

Record Tracking

Status: Original
 3/3/2026 5:30:45 PM
 Holder: Lyndsy Willette
 lwillette@erieco.gov
 Location: DocuSign

Signer Events

Craig Dreesen
 cdreesen@velocityci.com
 Director of Operations
 Velocity Plant Services, LLC
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 DBFE1082DE204FE...
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.198.193.253

Timestamp

Sent: 3/3/2026 5:31:48 PM
 Viewed: 3/4/2026 8:27:58 AM
 Signed: 3/4/2026 8:28:32 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/4/2026 8:27:58 AM
 ID: 2d40fa64-35a5-41d0-9de6-d70635fa8106

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

Bruce Chamero
 bchamero@erieco.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 3/4/2026 8:28:33 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/1/2020 8:41:01 AM
 ID: 6212f5d4-f4d0-4f01-a0f3-6f92c54aa25a

Weston Ring
 wring@erieco.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 3/4/2026 8:28:34 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/26/2026 12:46:18 PM
 ID: 7a6eb635-f94b-4d49-9eb3-26e9a0ada78a

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/3/2026 5:31:48 PM
Certified Delivered	Security Checked	3/4/2026 8:27:58 AM
Signing Complete	Security Checked	3/4/2026 8:28:32 AM
Completed	Security Checked	3/4/2026 8:28:34 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Town of Erie:

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

To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

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

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

To request paper copies from Town of Erie

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

To withdraw your consent with Town of Erie

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-187, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a Purchase Agreement with Jimmy Sue Guggenime for the Purchase of 11 Colorado-Big Thompson Units

DEPARTMENT: Utilities

PRESENTER(S): Todd Fessenden, Utilities Director

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

Cost as Recommended:	\$ 687,500
Balance Available:	\$ 5,859,034
Fund	Water Fund
Line Item Number:	500-75-110-603500-100007
New Appropriation Required:	No

POLICY ISSUES:

N/A

STAFF RECOMMENDATION:

Approve the Resolution

SUMMARY/KEY POINTS

- The Town’s primary water rights are held in roughly 7,300 shares of CBT
- CBT can be delivered directly to the Lynn R Morgan Water Treatment Facility and is a source of high-quality raw water
- The Town seeks to grow its investment in this source from time to time if the price is reasonable

BACKGROUND OF SUBJECT MATTER:

Town staff was approached recently by a private broker looking to sell shares of CBT for a client. Staff referred the broker to our water legal counsel team at Lyons Gaddis who negotiated the price and term of the sale. Staff and legal counsel believe the price is reasonable for this small amount of shares, and believe it is in the Town’s best interest to continue to invest in the CBT project when funds and timing allow.

File #: 2026-187, **Version:** 1

ATTACHMENT(S):

1. Resolution
2. Purchase Agreement
3. Exhibit A - Escrow Agreement

**Town of Erie
Resolution No. 26-048**

**A Resolution of the Town Council of the Town of Erie Approving a
Purchase Agreement with Jimmy Sue Guggenime for the
Purchase of 11 Colorado-Big Thompson Units**

Whereas, C.R.S. § 31-35-101 authorizes the purchase by a municipality of rights and interests in water, waterways, and water franchises in order to supply the municipality and its residents with water; and

Whereas, Jimmy Sue Guggenime agreed to sell and the Town of Erie agreed to purchase eleven (11) units in the Colorado-Big Thompson Project.

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

Section 1. The Purchase Agreement by and between the Town of Erie and Jimmy Sue Guggenime for the Town's acquisition of eleven (11) Colorado-Big Thompson Units is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution. The Town Council hereby authorizes the expenditure of the funds for the Earnest Money Deposit.

Section 2. The Mayor is hereby authorized to sign the Agreement and is further authorized to negotiate and approve on behalf of the Town such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered. Town Manager Meredyth Muth is also authorized to execute all closing documents for this transaction.

Adopted this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

AGREEMENT FOR SALE AND PURCHASE OF CBT UNITS

This Agreement for Sale and Purchase of CBT Units (this "Agreement") is made and entered into this ____ day of _____, 2026 by and between **THE TOWN OF ERIE**, with a mailing address of 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as "Purchaser," and **JIMMY SUE GUGGENHIME**, with a mailing address of P.O. Box 60425, Colorado Springs, Colorado 80960, hereinafter referred to as "Seller." Purchaser and Seller are referred to individually as a "Party" and collectively as the "Parties."

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

1. **CBT UNITS TO BE TRANSFERRED.** The Purchaser agrees to buy and the Seller agrees to sell Eleven (11) Units in the Colorado-Big Thompson Project ("CBT Units"), as evidenced by an allotment contract ("Allotment Contract") from the Northern Colorado Water Conservancy District ("Northern"). Said CBT Units are currently held by Northern in an inactive account under Seller's name. The CBT Units shall be transferred by Seller to Purchaser in accordance with this Agreement, free and clear of all liens and encumbrances, including but not limited to all deeds of trust, liens, security interests, prior or preemptive rights to purchase, encumbrances and assessments, leases or other pending sale's agreements or first rights of refusal ("Liens").

2. **PURCHASE PRICE AND PAYMENT TERMS.** The purchase price per CBT Unit shall be \$62,500.00, for a total purchase price for all Eleven (11) CBT Units of \$687,500.00 (the "Purchase Price"). This transaction is being scheduled for presentation at Purchaser's Council Meeting on **March 24, 2026**. By **March 27, 2026**, Purchaser shall deposit the sum of \$20,000.00 with Land Title Guarantee Company, 772 Whalers Way, Suite 100, Fort Collins, Colorado 80525, Attn: Donna Mancini, Email: dmancini@ltgc.com ("Escrow Agent") as earnest money (the "Earnest Money Deposit"). Purchaser shall deposit the remainder of the Purchase Price in the amount of \$667,500.00 with Escrow Agent on or before **May 1, 2026**. The transfer of the CBT Units to the Purchaser shall be considered and acted upon at the regularly scheduled

Northern Board meeting no later than its **May 14, 2026** Board Meeting (the “Northern Board Meeting”), for which the Board packet deadline is **April 1, 2026**. The Purchase Price shall be released from escrow to Seller pursuant to the terms of the Escrow Agreement, attached hereto as **Exhibit B**, upon the occurrence of all of the following conditions (the “Closing Conditions”):

- a) written confirmation from Northern that an Allotment Contract for the CBT Units will be issued to the Purchaser upon payment of assessments by the Purchaser;
- b) a Uniform Commercial Code (“UCC”) report (the “UCC Report”), if Purchaser obtains one, as determined by Purchaser in Purchaser’s sole discretion, showing unencumbered title or only Liens that will be released at Closing through the date of the Northern Board Meeting at which the transfer of the CBT Units is reviewed for approval by Northern; and
- c) any and all other documents required by Northern to transfer the CBT Units to Purchaser.

If all of the Closing Conditions have not been satisfied by **May 29, 2026**, Seller and Purchaser shall work in good faith to mutually extend the date of Closing, or Purchaser shall diligently pursue the execution of all necessary documentation, if any, to transfer the CBT Units back to Seller. Upon the completed transfer of CBT Units back to Seller, all funds in escrow shall be released to Purchaser by Seller.

3. ESCROW AGENT. The Parties agree and appoint Land Title Guarantee Company as Escrow Agent pursuant to the terms of the Escrow Agreement attached hereto as **Exhibit A**. Purchaser and Seller shall each pay half of the escrow fees.

4. CLOSING. Upon the satisfaction of the Closing Conditions the Parties shall close on the purchase and sale of the CBT Units as contemplated in this Agreement (the “Closing”) through the Escrow Agent as soon as reasonably practical but in no event later than **May 29, 2026**, unless a written extension is executed by the

Parties hereto.

5. **APPROVAL OF THIRD PARTIES.** Time is of the essence. Both Purchaser and Seller recognize the need for obtaining necessary signatures from various third Parties, including Northern, to accomplish this transfer; and it is agreed that both Purchaser and Seller will cooperate and exercise their timely and best efforts to obtain same. If after that effort, either Party is unable to obtain the signatures, then the Escrow Agent shall return all money deposited to the Purchaser and this Agreement shall become null and void and all rights and obligations hereunder shall terminate. All matters required for Northern's approval must be submitted to Northern by **April 1, 2026**, unless that date is extended by Northern, and ready for presentation to Northern's Board of Directors no later than its April Northern Board Meeting.

6. **WARRANTY.** Seller warrants to Purchaser that the CBT Units will be conveyed free and clear of all Liens. Said warranty shall survive the Closing hereof and the transfer of the allocation of the CBT Units by Northern to Purchaser.

7. **DEFAULT.**

a) In the event that Purchaser defaults in making or performing any covenant provided for in this Agreement, Seller shall give written notice of the default to the Purchaser. If the default is not cured within ten (10) days after delivery of the notice, then Seller shall have the right to receive the Earnest Money Deposit as liquidated damages as its sole and exclusive remedy under this Agreement.

b) In the event that Seller (i) defaults in the performance of any of Seller's material obligations under this Agreement, other than its obligation to proceed to Closing (for which there shall be no cure period), which default remains uncured for ten (10) days after delivery of notice from Purchaser to Seller of such default, or (ii) defaults in its obligation to proceed to Closing or otherwise fails to consummate the transaction contemplated by this Agreement, Purchaser may either elect to terminate this Agreement by giving written notice to Seller or elect to treat this Agreement as being in full force and effect and Purchaser shall have the

right to an action for specific performance. If Purchaser properly terminates this Agreement, the Earnest Money Deposit shall be refunded to Purchaser. If Purchaser proceeds to Closing notwithstanding any defaults by Seller, Purchaser shall be deemed to have waived such known defaults.

c) The Parties expressly waive, and agree that in no event shall either Party be liable for, any speculative, consequential, or punitive damages as a result of this Agreement.

8. **TRANSFER FEES.** Purchaser shall pay any transfer fees charged by Northern for issuance of any Allotment Contract evidencing the CBT Units in the Purchaser's name.

9. **ASSESSMENTS.** The Purchaser shall pay the assessments for the current CBT Water Year (*i.e.*, the 2026 CBT Water Year). In addition, the Purchaser shall pay any other charges necessary for Purchaser's use of the water allotted to the CBT Units, including without limitation Northern's Rule 11 charges. Purchaser shall have use of water allotted to the CBT Units for the 2026 Water Year and thereafter.

10. **UCC REPORT.** Purchaser may obtain a UCC Report at its sole cost and expense to confirm there are no Liens on the CBT Units to be transferred hereunder.

11. **1031 EXCHANGE.** Seller may elect to facilitate a 1031 tax deferred exchange, and Purchaser shall cooperate with Seller's process provided that there is no cost, liability, or loss of time to Purchaser.

12. **GOVERNING LAW.** It is expressly understood and agreed between the Parties that this Agreement shall be governed by, and its terms construed under, the laws of the State of Colorado.

13. **HEADINGS.** Paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

14. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

15. **LEGAL ADVICE.** All Parties are hereby advised to seek competent tax and/or legal advice regarding this transaction.

16. **NOTICES.** Any notice or other communication given by either Party to the other Party hereunder shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery, if delivered personally to the Party to whom notice is given at the address specified below; or (ii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iii) on the date and at the time shown on the delivery acknowledgment provided by the courier if sent by a nationally recognized overnight courier service (such as Federal Express) that provides evidence of delivery; or (iv) on the date and at the time shown on the e-mail message if sent to the e-mail addresses specified below (or at such other addresses as has been previously furnished in writing to the other Party):

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

Jimmy Guggenhime
P.O. Box 60425

Colorado Springs, CO 80960

With a Copy to:

17. **NOTICE OF ACCEPTANCE; COUNTERPARTS.** If this proposal is accepted by all Parties by virtue of signatures below and if all Parties receive notice of such acceptance on or before the close of business on **March 27, 2026**, this instrument shall become a binding contract between Seller and Purchaser, and shall inure to the benefit of their heirs, successors and assigns. If this proposal is not so accepted by all Parties by **March 27, 2026**, this proposal shall become null and void, and of no effect. This Agreement may be executed in counterparts, which collectively shall be deemed to be a full and complete copy between the Parties. Electronic signatures of the Parties shall be valid and binding upon the Parties.

[Remainder of page intentionally left blank. Signature pages to follow.]

SIGNATURE PAGE
TO THE
AGREEMENT FOR SALE AND PURCHASE OF CBT UNITS

PURCHASER: TOWN OF ERIE

By: _____
Andrew Moore, Mayor

Date: _____

SELLER:

Jimmy Guggenhime

Signature: *Jimmy Sue Guggenhime*
Jimmy Sue Guggenhime (Mar 13, 2026 14:43:01 MDT)

Date: 03/13/2026

EXHIBIT A

ESCROW AGREEMENT

1. **PARTIES.** The parties to this Escrow Agreement are the Town of Erie ("Purchaser"), Jimmy Guggenhime ("Seller"), and Land Title Guarantee Company ("Escrow Agent"). Purchaser, Seller, and Escrow Agent are referred to individually as a "Party" and collectively as the "Parties."

2. **RECITAL.** The Seller and Purchaser have entered into an Agreement for Purchase and Sale of Eleven (11) Units in the Colorado Big Thompson Project ("CBT Units") which is operated by the Northern Colorado Conservancy District ("NCWCD") attached hereto as **EXHIBIT 1** ("Sales Agreement"). All terms not defined here shall have the meaning given to them in the Sales Agreement.

3. **DEPOSIT INTO ESCROW.** The Purchaser will deposit \$20,000.00 as the Earnest Money Deposit by **March 27, 2026**, and the balance of \$667,500.00 into escrow with the Escrow Agent by **May 1, 2026**. If any deposit does not occur by its specified deadline, the Escrow Agent shall notify Seller, Purchaser, NCWCD, and Turner Realty (Seller's broker).

4. **ESCROW ACCOUNT FEES.** The Purchaser and Seller hereby agree to each pay Escrow Agent \$200.00 for a total of \$400.00 as consideration for this Escrow Agreement upon the execution hereof.

5. **CONDITIONS FOR CLOSING.** Funds held under this Escrow Agreement shall be disbursed as set forth in Section 6 on or before **May 29, 2026**, upon confirmation of the following:
 - a. Written confirmation from NCWCD that an Allotment Contract for the CBT Units will be issued to Purchaser upon payment of assessments by the Purchaser; and

 - b. An updated UCC Report, if Purchaser obtains one, as determined by Purchaser in Purchaser's sole discretion, showing unencumbered title or only Liens that will be released at Closing through the date of the NCWCD Board Meeting at which the transfer of the CBT Units is reviewed for approval by NCWCD; and

- c. Any and all other documents required by NCWCD to transfer the CBT Units to Purchaser.

6. DISBURSEMENT OF FUNDS FROM SALES AGREEMENT. Within ten (10) days of the written notice from Purchaser or delivery of the documents referenced in Section 5 hereof to Escrow Agent, the funds shall be distributed as follows, unless otherwise agreed to in any final settlement statement(s) signed by the Parties:

- a. \$667,500.00 to Seller, minus Seller's one-half of escrow fees in the amount of \$200.00 and minus a 4% commission (a total of \$27,500) to be paid directly to Turner Realty of Longmont, Colorado, care of Arnold Turner and Randy Heil, for a **total of \$639,800** to be paid to Seller.

7. FAILURE OF SALES AGREEMENT TO CLOSE. In the event the conditions in the Sales Agreement are not satisfied on or before **May 29, 2026**, Escrow Agent shall deliver all funds in Escrow with any interest to Purchaser, unless the Parties extend that deadline pursuant to Section 2 of the Sales Agreement.

8. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Escrow Agreement.

9. INDEMNIFICATIONS. In the event of any conflicting demand made upon it in connection with this Escrow Agreement, Escrow Agent may continue to hold the escrowed funds until receipt of instructions from both Parties or until a final order by a court of competent jurisdiction resolving the subject dispute. Escrow Agent shall be entitled to rely upon any such final order. If for any reason the Parties fail to resolve a dispute, Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands made upon it. Escrow Agent's deposit with a court of competent jurisdiction of the escrowed funds shall relieve Escrow Agent from all further liability and responsibility hereunder. The Parties agree to indemnify and save Escrow Agent harmless against all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Escrow Agreement, including any interpleader action brought by Escrow Agent. Escrow Agent shall not be liable for any act it may do

or omit to do hereunder while acting in good faith and in the exercise of its reasonable judgment, and any act done or omitted by Escrow Agent pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

10. NOTICES. Any notice pursuant to this Escrow Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) e-mail transmission of a PDF copy of the signed written notice, sent to the intended addressee at the email address set forth below, or to such other physical or email address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Escrow Agreement shall be as follows.

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

Jimmy Guggenhime
P.O. Box 60425

Colorado Springs, CO 80960

With a Copy to:

If to Escrow Agent:

Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, Colorado 80525
Attn: Donna Mancini
Email: dmancini@ltgc.com

11. TIME OF THE ESSENCE. Time is of the essence to all performance required by the instructions hereunder.

12. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the instructions hereunder.

[Remainder of page intentionally left blank. Signature page to follow.]

SIGNATURE PAGE
TO THE
ESCROW AGREEMENT

PURCHASER:

Town of Erie

By: _____
Andrew Moore, Mayor

Date: _____

SELLER:

Jimmy Guggenheim

Jimmy Sue Guggenheim _____
Jimmy Sue Guggenheim (Mar 13, 2026 14:43:01 MDT)

Date: 03/13/2026

ESCROW AGENT:

Land Title Guarantee Company

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGREEMENT

1. **PARTIES.** The parties to this Escrow Agreement are the Town of Erie ("Purchaser"), Jimmy Guggenhime ("Seller"), and Land Title Guarantee Company ("Escrow Agent"). Purchaser, Seller, and Escrow Agent are referred to individually as a "Party" and collectively as the "Parties."
2. **RECITAL.** The Seller and Purchaser have entered into an Agreement for Purchase and Sale of Eleven (11) Units in the Colorado Big Thompson Project ("CBT Units") which is operated by the Northern Colorado Conservancy District ("NCWCD") attached hereto as **EXHIBIT 1** ("Sales Agreement"). All terms not defined here shall have the meaning given to them in the Sales Agreement.
3. **DEPOSIT INTO ESCROW.** The Purchaser will deposit \$20,000.00 as the Earnest Money Deposit by **March 27, 2026**, and the balance of \$667,500.00 into escrow with the Escrow Agent by **May 1, 2026**. If any deposit does not occur by its specified deadline, the Escrow Agent shall notify Seller, Purchaser, NCWCD, and Turner Realty (Seller's broker).
4. **ESCROW ACCOUNT FEES.** The Purchaser and Seller hereby agree to each pay Escrow Agent \$200.00 for a total of \$400.00 as consideration for this Escrow Agreement upon the execution hereof.
5. **CONDITIONS FOR CLOSING.** Funds held under this Escrow Agreement shall be disbursed as set forth in Section 6 on or before **May 29, 2026**, upon confirmation of the following:
 - a. Written confirmation from NCWCD that an Allotment Contract for the CBT Units will be issued to Purchaser upon payment of assessments by the Purchaser; and
 - b. An updated UCC Report, if Purchaser obtains one, as determined by Purchaser in Purchaser's sole discretion, showing unencumbered title or only Liens that will be released at Closing through the date of the NCWCD Board Meeting at which the transfer of the CBT Units is reviewed for approval by NCWCD; and

- c. Any and all other documents required by NCWCD to transfer the CBT Units to Purchaser.

6. DISBURSEMENT OF FUNDS FROM SALES AGREEMENT. Within ten (10) days of the written notice from Purchaser or delivery of the documents referenced in Section 5 hereof to Escrow Agent, the funds shall be distributed as follows, unless otherwise agreed to in any final settlement statement(s) signed by the Parties:

- a. \$667,500.00 to Seller, minus Seller's one-half of escrow fees in the amount of \$200.00 and minus a 4% commission (a total of \$27,500) to be paid directly to Turner Realty of Longmont, Colorado, care of Arnold Turner and Randy Heil, for a total of \$639,800 to be paid to Seller.

7. FAILURE OF SALES AGREEMENT TO CLOSE. In the event the conditions in the Sales Agreement are not satisfied on or before **May 29, 2026**, Escrow Agent shall deliver all funds in Escrow with any interest to Purchaser, unless the Parties extend that deadline pursuant to Section 2 of the Sales Agreement.

8. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Escrow Agreement.

9. INDEMNIFICATIONS. In the event of any conflicting demand made upon it in connection with this Escrow Agreement, Escrow Agent may continue to hold the escrowed funds until receipt of instructions from both Parties or until a final order by a court of competent jurisdiction resolving the subject dispute. Escrow Agent shall be entitled to rely upon any such final order. If for any reason the Parties fail to resolve a dispute, Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands made upon it. Escrow Agent's deposit with a court of competent jurisdiction of the escrowed funds shall relieve Escrow Agent from all further liability and responsibility hereunder. The Parties agree to indemnify and save Escrow Agent harmless against all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Escrow Agreement, including any interpleader action brought by Escrow Agent. Escrow Agent shall not be liable for any act it may do

or omit to do hereunder while acting in good faith and in the exercise of its reasonable judgment, and any act done or omitted by Escrow Agent pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

10. **NOTICES.** Any notice pursuant to this Escrow Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) e-mail transmission of a PDF copy of the signed written notice, sent to the intended addressee at the email address set forth below, or to such other physical or email address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Escrow Agreement shall be as follows.

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

Jimmy Guggenhime
P.O. Box 60425

Colorado Springs, CO 80960

With a Copy to:

If to Escrow Agent:

Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, Colorado 80525
Attn: Donna Mancini
Email: dmancini@ltgc.com

11. **TIME OF THE ESSENCE.** Time is of the essence to all performance required by the instructions hereunder.

12. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the instructions hereunder.

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SIGNATURE PAGE
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ESCROW AGREEMENT

PURCHASER:

Town of Erie

By: _____
Andrew Moore, Mayor

Date: _____

SELLER:

Jimmy Guggenheim

Jimmy Sue Guggenheim
Jimmy Sue Guggenheim (Mar 13, 2026 14:43:01 MDT)

Date: 03/13/2026

ESCROW AGENT:

Land Title Guarantee Company

By: Donna Mancini
Name: Donna Mancini
Title: Closer

Date: 3.16.26



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-211, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Sale and Purchase of CBT Units with the Rocky Mountain Conference of Seventh-Day Adventists for the Purchase of 100 Colorado-Big Thompson Units

DEPARTMENT: Utilities

PRESENTER(S): Todd Fessenden, Utilities Director

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

Cost as Recommended:	\$5,800,000
Balance Available:	\$5,859,034
Fund	Water Fund
Line Item Number:	500-75-110-603500-100007
New Appropriation Required:	No

POLICY ISSUES:

N/A

STAFF RECOMMENDATION:

Approve the Resolution

SUMMARY/KEY POINTS

- The Town’s primary water rights are held in roughly 7,300 shares of CBT.
- CBT can be delivered directly to the Lynn R. Morgan Water Treatment Facility and is a source of high-quality raw water.
- The Town seeks to grow its investment in this source from time to time if the price is reasonable.

BACKGROUND OF SUBJECT MATTER:

Town of Erie staff were approached recently by a private broker looking to sell shares of CBT for a client. Staff referred the broker to our water legal counsel team at Lyons Gaddis who negotiated the

File #: 2026-211, **Version:** 1

price and term of the sale. Staff and legal counsel believe the price is reasonable for this small number of shares, and believe it is in the Town's best interest to continue to invest in the CBT project when funds and timing allow.

ATTACHMENT(S):

1. Resolution
2. Purchase Agreement
3. Escrow Agreement

**Town of Erie
Resolution No. 26-060**

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Sale and Purchase of CBT Units with the Rocky Mountain Conference of Seventh-Day Adventists for the Purchase of 100 Colorado-Big Thompson Units

Whereas, C.R.S. § 31-35-101 authorizes the purchase by a municipality of rights and interests in water, waterways, and water franchises in order to supply the municipality and its residents with water; and

Whereas, Rocky Mountain Conference of Seventh-Day Adventists agreed to sell and the Town of Erie agreed to purchase one hundred (100) units in the Colorado-Big Thompson Project.

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

Section 1. The Agreement for Sale and Purchase of CBT Units ("Agreement") by and between the Town of Erie and the Rocky Mountain Conference of Seventh-Day Adventists for the Town's acquisition of one hundred (100) Colorado-Big Thompson ("CBT") Units is hereby approved in substantially the same form as the copy of such Agreement accompanying this Resolution, subject to final approval by the Town Attorney. The Town Council hereby authorizes the expenditure of the funds for the Earnest Money Deposit.

Section 2. The Mayor is hereby authorized to sign the Agreement so long as the essential terms and conditions of the Agreement are not altered. The Town Manager is authorized to execute all closing documents for this transaction.

Adopted this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

AGREEMENT FOR SALE AND PURCHASE OF CBT UNITS

This Agreement for Sale and Purchase of CBT Units (this "Agreement") is made and entered into this 13th day of March, 2026 by and between **THE TOWN OF ERIE**, with a mailing address of 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as "Purchaser," and **THE ROCKY MOUNTAIN CONFERENCE OF SEVENTH-DAY ADVENTISTS**, a Colorado nonprofit corporation with a mailing address of 2520 S. Downing Street, Denver, Colorado 80210, hereinafter referred to as "Seller." Purchaser and Seller are referred to individually as a "Party" and collectively as the "Parties."

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

1. **CBT UNITS TO BE TRANSFERRED.** The Purchaser agrees to buy and the Seller agrees to sell One Hundred (100) Units in the Colorado-Big Thompson Project ("CBT Units"), as evidenced by an allotment contract ("Allotment Contract") from the Northern Colorado Water Conservancy District ("Northern"). Said CBT Units are currently held in Seller's corporate account, without being associated with a specific property. The CBT Units shall be transferred by Seller to Purchaser in accordance with this Agreement, free and clear of all liens and encumbrances, including but not limited to all deeds of trust, liens, security interests, prior or preemptive rights to purchase, encumbrances and assessments, leases or other pending sale's agreements or first rights of refusal ("Liens").

2. **PURCHASE PRICE AND PAYMENT TERMS.** The purchase price per CBT Unit shall be \$58,000.00, for a total purchase price for all One Hundred (100) CBT Units of \$5,800,000.00 (the "Purchase Price"). This transaction is being scheduled for presentation at Purchaser's Council Meeting on **March 24, 2026**. By **March 27, 2026**, Purchaser shall deposit the sum of \$20,000.00 with Land Title Guarantee Company, 772 Whalers Way, Suite 100, Fort Collins, Colorado 80525, Attn: Donna Mancini, Email: dmancini@ltgc.com ("Escrow Agent") as earnest money (the "Earnest Money Deposit"). Purchaser shall deposit the remainder of the Purchase Price in the amount of \$5,780,000.00 with Escrow Agent on or before **May 1, 2026**. The transfer of the CBT

Units to the Purchaser shall be considered and acted upon at the regularly scheduled Northern Board meeting no later than its **May 14, 2026** Board Meeting (the “Northern Board Meeting”), for which the Board packet deadline is **April 1, 2026**. The Purchase Price shall be released from escrow to Seller pursuant to the terms of the Escrow Agreement, attached hereto as **Exhibit A**, upon the occurrence of all of the following conditions (the “Closing Conditions”):

- a) written confirmation from Northern that an Allotment Contract for the CBT Units will be issued to the Purchaser upon Purchaser’s payment to Northern of the rate differential between Northern’s agricultural rate and its municipal rate, which is \$20.10 per CBT Unit, for a total assessment of \$2,010.00, given that Seller has already paid the agricultural assessments for the CBT Units for 2026;
- b) a Uniform Commercial Code report (“UCC Report”), if Purchaser obtains one as determined by Purchaser in Purchaser’s sole discretion, showing unencumbered title to the CBT Units or only Liens that will be released at Closing through the date of the Northern Board Meeting at which the transfer of the CBT Units is reviewed for approval by Northern; and
- c) delivery by Seller to Purchaser of executed originals of releases of any Liens; and
- d) any and all other documents required by Northern to transfer the CBT Units to Purchaser.

If all of the Closing Conditions have not been satisfied by **May 29, 2026**, Seller and Purchaser shall work in good faith to mutually extend the date of Closing, or Purchaser shall diligently pursue the execution of all necessary documentation, if any, to transfer the CBT Units back to Seller. Upon the completed transfer of CBT Units back to Seller, all funds in escrow shall be released to Purchaser by Seller.

3. ESCROW AGENT. The Parties agree and appoint Land Title Guarantee Company as Escrow Agent pursuant to the terms of the Escrow Agreement

attached hereto as **Exhibit A**. Purchaser and Seller shall each pay half of the escrow fees.

4. **CLOSING**. Upon the satisfaction of the Closing Conditions, the Parties shall close on the purchase and sale of the CBT Units as contemplated in this Agreement (the "Closing") through the Escrow Agent as soon as reasonably practical but in no event later than **May 29, 2026**, unless a written extension is executed by the Parties hereto.

5. **APPROVAL OF THIRD PARTIES**. Time is of the essence. Both Purchaser and Seller recognize the need for obtaining necessary signatures from various third Parties, including Northern, to accomplish this transfer; and it is agreed that both Purchaser and Seller will cooperate and exercise their timely and best efforts to obtain same. If after that effort, either Party is unable to obtain the signatures, then the Escrow Agent shall return all money deposited to the Purchaser and this Agreement shall become null and void and all rights and obligations hereunder shall terminate. All matters required for Northern's approval must be submitted to Northern by **April 1, 2026**, unless that date is extended by Northern, and ready for presentation to Northern's Board of Directors no later than the May Northern Board Meeting.

6. **WARRANTY**. Seller warrants to Purchaser that the CBT Units will be conveyed free and clear of all Liens. Said warranty shall survive the Closing and the transfer of the allocation of the CBT Units by Northern to Purchaser.

7. **DEFAULT**.

a) In the event that Purchaser defaults in making or performing any covenant provided for in this Agreement, Seller shall give written notice of the default to the Purchaser. If the default is not cured within ten (10) days after delivery of the notice, then Seller shall have the right to receive the Earnest Money Deposit as liquidated damages as its sole and exclusive remedy under this Agreement.

b) In the event that Seller (i) defaults in the performance of any of Seller's material obligations under this Agreement, other than its obligation to

proceed to Closing (for which there shall be no cure period), which default remains uncured for ten (10) days after delivery of notice from Purchaser to Seller of such default, or (ii) defaults in its obligation to proceed to Closing or otherwise fails to consummate the transaction contemplated by this Agreement, Purchaser may either elect to terminate this Agreement by giving written notice to Seller or elect to treat this Agreement as being in full force and effect and Purchaser shall have the right to an action for specific performance. If Purchaser properly terminates this Agreement, the Earnest Money Deposit shall be refunded to Purchaser. If Purchaser proceeds to Closing notwithstanding any defaults by Seller, Purchaser shall be deemed to have waived such known defaults.

c) The Parties expressly waive, and agree that in no event shall either Party be liable for, any speculative, consequential, or punitive damages as a result of this Agreement.

8. **TRANSFER FEES.** Purchaser shall pay any transfer fees charged by Northern for issuance of any Allotment Contract evidencing the CBT Units in the Purchaser's name.

9. **ASSESSMENTS.** The Purchaser shall pay the assessments for the current CBT Water Year (*i.e.*, the 2026 CBT Water Year). In addition, the Purchaser shall pay any other charges necessary for Purchaser's use of the water allotted to the CBT Units, including without limitation Northern's Rule 11 charges. Purchaser shall have use of water allotted to the CBT Units for the 2026 Water Year and thereafter.

10. **UCC REPORT.** Purchaser may obtain a UCC Report in its discretion and at its cost. Any UCC Report shall be updated at Closing through the date of the NCWCD Board Meeting. If any Liens and/or encumbrances appear on said UCC Report at that time, Purchaser may elect to terminate this Agreement in writing and all rights and obligations hereunder shall terminate and this agreement shall be null and void. In such case, all funds in escrow shall be returned to Purchaser.

11. **GOVERNING LAW.** It is expressly understood and agreed between the Parties that this Agreement shall be governed by, and its terms construed under,

the laws of the State of Colorado.

12. **HEADINGS.** Paragraph headings used herein are for convenience of reference and shall in no way define, limit, or prescribe the scope or intent of any provision under this Agreement.

13. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

14. **LEGAL ADVICE.** All Parties are hereby advised to seek competent tax and/or legal advice regarding this transaction.

15. **NOTICES.** Any notice or other communication given by either Party to the other Party hereunder shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery, if delivered personally to the Party to whom notice is given at the address specified below; or (ii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iii) on the date and at the time shown on the delivery acknowledgment provided by the courier if sent by a nationally recognized overnight courier service (such as Federal Express) that provides evidence of delivery; or (iv) on the date and at the time shown on the e-mail message if sent to the e-mail addresses specified below (or at such other addresses as has been previously furnished in writing to the other Party):

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895

With a copy to:

Lyons Gaddis, P.C.
Attention: Peter C. Johnson and Andrea A. Kehrl

950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

Rocky Mountain Conference of Seventh-day Adventists
c/o Darin Gottfried and Haremy Cordova
2520 S. Downing Street
Denver, CO 80210
Cara.greenfield@campion.net
Kaleb.leeper@campion.net

16. **AUTHORITY ON BEHALF OF SELLER.** Seller represents and warrants that its signatories to this Agreement are authorized to enter and implement this Agreement on behalf of Seller. Seller consents to providing a copy of the underlying formation agreement or other document that authorizes the signatories to the Agreement to act on behalf of the Seller, including the authority to sell the CBT Units held by Seller, to Purchaser.

17. **NOTICE OF ACCEPTANCE; COUNTERPARTS.** If this proposal is accepted by all Parties by virtue of signatures below and if all Parties receive notice of such acceptance on or before the close of business on **March 27, 2026**, this instrument shall become a binding contract between Seller and Purchaser, and shall inure to the benefit of their heirs, successors and assigns. If this proposal is not so accepted by all Parties by **March 27, 2026**, this proposal shall become null and void, and of no effect. This Agreement may be executed in counterparts, which collectively shall be deemed to be a full and complete copy between the Parties. Electronic signatures of the Parties shall be valid and binding upon the Parties.

[Remainder of page intentionally left blank. Signature pages to follow.]

SIGNATURE PAGE
TO THE
AGREEMENT FOR SALE AND PURCHASE OF CBT UNITS

PURCHASER: TOWN OF ERIE

By: _____
Andrew Moore, Mayor

Date: _____

SELLER:

The Rocky Mountain Conference of Seventh-day Adventists

Signature: *Darin Gottfried*

Name: Darin Gottfried

Date: 03/13/2026

Signature: *Haremy Cordova*

Name: Haremy Cordova

Date: 03/13/2026

EXHIBIT A

ESCROW AGREEMENT

1. **PARTIES.** The parties to this Escrow Agreement are the Town of Erie ("Purchaser") and the Rocky Mountain Conference of Seventh-day Adventists, a Colorado nonprofit corporation, ("Seller"), and Land Title Guarantee Company ("Escrow Agent"). Purchaser, Seller, and Escrow Agent are referred to individually as a "Party" and collectively as the "Parties."

2. **RECITAL.** The Seller and Purchaser have entered into an Agreement for Purchase and Sale of One Hundred (100) Units in the Colorado-Big Thompson Project ("CBT Units") which is operated by the Northern Colorado Conservancy District ("NCWCD") attached hereto as **EXHIBIT 1** ("Sales Agreement"). All terms not defined here shall have the meaning given to them in the Sales Agreement.

3. **DEPOSITS INTO ESCROW.** The Purchaser will deposit \$20,000.00 as the Earnest Money Deposit by **March 27, 2026**, and the balance of \$5,780,000.00 into escrow with the Escrow Agent by **May 1, 2026**. If any deposit does not occur by its specified deadline, the Escrow Agent shall notify Seller, Purchaser, NCWCD, and Berkshire Hathaway (Seller's broker).

4. **ESCROW ACCOUNT FEES.** The Purchaser and Seller hereby agree to each pay Escrow Agent \$200.00 for a total of \$400.00 as consideration for this Escrow Agreement upon the execution hereof.

5. **CONDITIONS FOR CLOSING.** Funds held under this Escrow Agreement shall be disbursed as set forth in Section 6 on or before **May 29, 2026**, upon confirmation of the following:

- a. Written confirmation from Northern that an Allotment Contract for the CBT Units will be issued to the Purchaser upon Purchaser's payment to Northern of the rate differential between Northern's agricultural rate and its municipal rate, which is \$20.10 per CBT Unit, for a total assessment of \$2,010.00, given that Seller has already paid the agricultural assessments for the CBT Units for 2026; and

- b. Copies of the releases of all deeds of trust, liens, security interests, and encumbrances (“Liens”), if any, on said CBT Units; and
- c. An updated Uniform Commercial Code Report, if Purchaser, in its discretion, chooses to obtain one, showing unencumbered title to the CBT Units or only Liens that will be released at Closing through the date of the NCWCD Board Meeting at which the transfer of the CBT Units is reviewed for approval by NCWCD; and
- d. Any and all other documents required by NCWCD to transfer the CBT Units to Purchaser.

6. DISBURSEMENT OF FUNDS FROM SALES AGREEMENT. Within ten (10) days of the written notice from Purchaser or delivery of the documents referenced in Section 5 hereof to Escrow Agent, the funds shall be distributed as follows, unless otherwise agreed to in any final settlement statement(s) signed by the Parties:

- a. \$5,800,000.00 to Seller, minus:
 - a. Seller’s one-half of the escrow fees in the amount of \$200.00; and
 - b. A 2% commission (a total of \$116,000) to be paid directly to Berkshire Hathaway HomeServices Rocky Mountain REALTORS, care of TR Smith.

7. FAILURE OF SALES AGREEMENT TO CLOSE. In the event the conditions in the Sales Agreement are not satisfied on or before **May 29, 2026**, Escrow Agent shall deliver all funds in Escrow with any interest to Purchaser, unless the Parties extend that deadline pursuant to Section 2 of the Sales Agreement.

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order by a court of competent jurisdiction resolving the subject dispute. Escrow Agent shall be entitled to rely upon any such final order. If for any reason the Parties fail to resolve a dispute, Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands made upon it. Escrow Agent's deposit with a court of competent jurisdiction of the escrowed funds shall relieve Escrow Agent from all further liability and responsibility hereunder. The Parties agree to indemnify and save Escrow Agent harmless against all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Escrow Agreement, including any interpleader action brought by Escrow Agent. Escrow Agent shall not be liable for any act it may do or omit to do hereunder while acting in good faith and in the exercise of its reasonable judgment, and any act done or omitted by Escrow Agent pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

10. NOTICES. Any notice pursuant to this Escrow Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) e-mail transmission of a PDF copy of the signed written notice, sent to the intended addressee at the email address set forth below, or to such other physical or email address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Escrow Agreement shall be as follows.

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With a copy to:

Lyons Gaddis, P.C.

Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
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pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

Rocky Mountain Conference of Seventh-Day Adventists
c/o Darin Gottfried and Haremy Cordova
2520 S. Downing Street
Denver, CO 80210
Cara.greenfield@campion.net
Kaleb.leeper@campion.net

If to Escrow Agent:

Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, Colorado 80525
Attn: Donna Mancini
Email: dmanci@ltgc.com

11. TIME OF THE ESSENCE. Time is of the essence to all performance required by the instructions hereunder.

12. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the instructions hereunder.

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SIGNATURE PAGE
TO ESCROW AGREEMENT

PURCHASER:

Town of Erie

By: _____
Andrew Moore, Mayor

Date: _____

SELLER:

The Rocky Mountain Conference of Seventh-day Adventists

Signature: Darin Gottfried

Name: Darin Gottfried

Date: 03/13/2026

Signature: Haremy Cordova

Name: Haremy Cordova

Date: 03/13/2026

ESCROW AGENT:

Land Title Guarantee Company

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGREEMENT

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 - a. Written confirmation from Northern that an Allotment Contract for the CBT Units will be issued to the Purchaser upon Purchaser's payment to Northern of the rate differential between Northern's agricultural rate and its municipal rate, which is \$20.10 per CBT Unit, for a total assessment of \$2,010.00, given that Seller has already paid the agricultural assessments for the CBT Units for 2026; and

- b. Copies of the releases of all deeds of trust, liens, security interests, and encumbrances ("Liens"), if any, on said CBT Units; and
- c. An updated Uniform Commercial Code Report, if Purchaser, in its discretion, chooses to obtain one, showing unencumbered title to the CBT Units or only Liens that will be released at Closing through the date of the NCWCD Board Meeting at which the transfer of the CBT Units is reviewed for approval by NCWCD; and
- d. Any and all other documents required by NCWCD to transfer the CBT Units to Purchaser.

6. DISBURSEMENT OF FUNDS FROM SALES AGREEMENT. Within ten (10) days of the written notice from Purchaser or delivery of the documents referenced in Section 5 hereof to Escrow Agent, the funds shall be distributed as follows, unless otherwise agreed to in any final settlement statement(s) signed by the Parties:

- a. \$5,800,000.00 to Seller, minus:
 - a. Seller's one-half of the escrow fees in the amount of \$200.00; and
 - b. A 2% commission (a total of \$116,000) to be paid directly to Berkshire Hathaway HomeServices Rocky Mountain REALTORS, care of TR Smith.

7. FAILURE OF SALES AGREEMENT TO CLOSE. In the event the conditions in the Sales Agreement are not satisfied on or before **May 29, 2026**, Escrow Agent shall deliver all funds in Escrow with any interest to Purchaser, unless the Parties extend that deadline pursuant to Section 2 of the Sales Agreement.

8. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Escrow Agreement.

9. INDEMNIFICATIONS. In the event of any conflicting demand made upon it in connection with this Escrow Agreement, Escrow Agent may continue to hold the escrowed funds until receipt of instructions from both Parties or until a final

order by a court of competent jurisdiction resolving the subject dispute. Escrow Agent shall be entitled to rely upon any such final order. If for any reason the Parties fail to resolve a dispute, Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands made upon it. Escrow Agent's deposit with a court of competent jurisdiction of the escrowed funds shall relieve Escrow Agent from all further liability and responsibility hereunder. The Parties agree to indemnify and save Escrow Agent harmless against all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Escrow Agreement, including any interpleader action brought by Escrow Agent. Escrow Agent shall not be liable for any act it may do or omit to do hereunder while acting in good faith and in the exercise of its reasonable judgment, and any act done or omitted by Escrow Agent pursuant to the advice of its attorney shall be conclusive evidence of such good faith and reasonable judgment.

10. **NOTICES.** Any notice pursuant to this Escrow Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) e-mail transmission of a PDF copy of the signed written notice, sent to the intended addressee at the email address set forth below, or to such other physical or email address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of e-mail transmission, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Escrow Agreement shall be as follows.

If to Purchaser, to:

Town of Erie
c/o Todd Fessenden, Utilities Director
645 Holbrook Street
Erie, Colorado 80516
303-926-2895

With a copy to:

Lyons Gaddis, P.C.

Attention: Peter C. Johnson and Andrea A. Kehrl
950 Spruce Street, Suite 1B
Louisville, CO 80027
303-678-6514 or 303-678-6534
pjohnson@lyonsgaddis.com; akehrl@lyonsgaddis.com

If to Seller, to:

Rocky Mountain Conference of Seventh-Day Adventists
c/o Darin Gottfried and Haremy Cordova
2520 S. Downing Street
Denver, CO 80210
Cara.greenfield@campion.net
Kaleb.leeper@campion.net

If to Escrow Agent:

Land Title Guarantee Company
772 Whalers Way, Suite 100
Fort Collins, Colorado 80525
Attn: Donna Mancini
Email: dmancini@ltgc.com

11. **TIME OF THE ESSENCE.** Time is of the essence to all performance required by the instructions hereunder.
12. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the instructions hereunder.

[Remainder of page intentionally left blank. Signature page to follow.]

SIGNATURE PAGE
TO ESCROW AGREEMENT

PURCHASER:

Town of Erie

By: _____
Andrew Moore, Mayor

Date: _____

SELLER:

The Rocky Mountain Conference of Seventh-day Adventists

Signature: Darin Gottfried

Name: Darin Gottfried

Date: 03/13/2026

Signature: Haremy Cordova

Name: Haremy Cordova

Date: 03/13/2026

ESCROW AGENT:

Land Title Guarantee Company

By: Donna Mancini

Name: Donna Mancini

Title: Closer

Date: 3.16.26



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-203, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with E&M Concrete, LLC for ADA Construction Work

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director
Lori Wisner, Risk Manager

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

Cost as Recommended:	\$103,332.10
Balance Available:	\$103,333
Fund	Capital Improvements Fund
Line Item Number:	110-70-425-605000-260000
New Appropriation Required:	No

POLICY ISSUES:

The Town Council must approve funds of this amount according to the Purchasing Policy and Town Charter

STAFF RECOMMENDATION:

Approve Resolution

SUMMARY/KEY POINTS

- WT Group prepared an ADA Transition Plan.
- This is the first phase to implement the Plan.
- E&M Concrete is under contract with the Town for concrete repairs.

BACKGROUND OF SUBJECT MATTER:

The Town of Erie approved a Services Agreement with WT Group on Aug. 9, 2022, Board of Trustee meeting. This contract assisted with completing an audit and transition plan to upgrade areas with ADA features.

The Town of Erie approved a Services Agreement with E&M Concrete, LLC on May 28, 2024, Council

meeting. This contract includes completing concrete repairs. This services contract allows for a renewal option for up to four consecutive years following the initial award (a total of five years).

The multi-year transition plan calls for updated ADA ramps to meet current accessibility standards and address pedestrian safety concerns. These upgrades required additional concrete quantities to ensure compliant slopes, proper landings, and safer pedestrian crossings. Sidewalk improvements were also completed to enhance continuity, eliminate tripping hazards, and improve overall pedestrian mobility along the corridor.

Staff recommends approving an agreement with E&M Concrete to start implementation of the transition plan.

ATTACHMENT(S):

1. Resolution
2. Agreement

**Town of Erie
Resolution No. 26-057**

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with E&M Concrete, LLC for ADA Construction Work

Whereas, the Town Council finds it in the best interest of the public health, safety, and welfare to approve the Agreement for Services with E&M Concrete, LLC.

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

Section 1. The Agreement for Services (“Agreement”) with E&M Concrete, LLC is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Services
(ADA Transition Plan Work)

This Agreement for Services (the "Agreement") is made and entered into this _____ day of March, 2026 (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 E&M Concrete, LLC, an independent contractor with a principal place of business at 615 East 77th Avenue, Thornton, CO 80029 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

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

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

I. Scope of Services

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. No agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein. The term of this Agreement may be extended by the Town under the same terms and conditions by a written amendment to this Agreement.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$103,332.10. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

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

C. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

D. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be

exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

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

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

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

excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. Indemnification

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, attorneys, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

By:  _____
Signed by: Erick Espinoza
CE472A6E1694475

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2026, by _____ as _____ of E&M Concrete, LLC.

My commission expires:

(Seal)

Notary Public

Exhibit A Scope of Services

Contractor's Duties

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

- Contractor shall install concrete ADA (American with Disabilities Act) ramps at select locations within the Vista Pointe neighborhood as directed by the Transportation Division of Erie Public Works. The locations are audited by the ADA Coordinator and the contracted firms (e.g. Deepwalk and WT Group) with information on compliance needs.
- Contractor shall QA/QC (check) the locations for compliance using field fitting techniques, digital levels, and criteria defined by the Town's engineering standards for ADA ramps. The Transportation Division will inspect the work to confirm compliance.

Contractor's Deliverables

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

- An estimated seven (7) ADA compliant concrete ramp replacements and three (3) ADA compliant sidewalk segments to match the available budget.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-188, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a Grant Agreement with the Division of Aeronautics for Erie Municipal Airport Pavement Maintenance

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

Cost as Recommended:	\$300,000
Balance Available:	\$0
Budget Line Item Number:	530-00-000-411200-100168
New Appropriation Required:	Yes

POLICY ISSUES:

Maintaining Town Infrastructure, such as the Airport pavement meets the Town's policy of ensuring safety and meeting our Federal Aviation Authority (FAA) Grant Assurances. Doing so the federal and state grants are fiscally responsible.

STAFF RECOMMENDATION:

Approve the Resolution to receive the grant funding.

SUMMARY/KEY POINTS

- Accepting Colorado Division of Aeronautics (CDOA) grant funding for the airport
- Pavement maintenance needs at the airport
- This grant is funded 90% by CDOA and 10% Town match.

BACKGROUND OF SUBJECT MATTER:

The pavement maintenance project at the Erie Municipal Airport (EIK) will include joint seal replacement, crack sealing, spall repair, and new airfield markings for select locations on Runway 16/34, Taxiway A and connectors, and the main apron. The project will include pre-design, design, bidding, construction, inspection, and project closeout. The pavement maintenance project will fix areas of crumbling or failing concrete, replace failed joint sealant, seal existing racks and provide

File #: 2026-188, **Version:** 1

new airfield pavement markings. The project will increase the useful life of Runway 16/34, Taxiway A and main apron.

ATTACHMENT(S):

1. Resolution
2. Agreement

EXHIBIT B, RESOLUTION

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **Town of Erie**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Town of Erie** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances as shown in Exhibit C, Table 1.

FURTHER BE IT RESOLVED:

That the **Town of Erie** hereby designates **David Pasic** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

FURTHER:

The **Town of Erie** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

FINALLY:

The **Town of Erie** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

By: Andrew Moore, Mayor

Date: _____

ATTEST (if needed)

By: Debbie Stamp, Town Clerk

Date: _____

**Grant Award Letter
Intergovernmental Grant Agreement**

Cover Page

State Agency

Colorado Department of Transportation,
Colorado Aeronautical Board, Division of
Aeronautics

Grant Issuance Date

The Effective Date

Grant Expiration Date

June 30, 2029

Grantee

Town of Erie

Grant Amount

State Funds: \$300,000.00

Local Match Amount: \$33,334.00

Agreement Authority

Authority to enter into this Agreement exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109, 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.

Grant Purpose

1. Airfield Pavement Maintenance

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Discretionary Aviation Grant Application/Statement of Work
2. Exhibit B, Resolution
3. Exhibit C, Grant Assurances
4. Exhibit D, Sample Option Letter

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §19 of the main body of the Grant Award Letter
2. The provisions of the other sections of the main body of the Grant Award Letter
3. Exhibit A, Discretionary Aviation Grant Application/Statement of Work
4. Exhibit B, Resolution
5. Exhibit C, Grant Assurances
6. Executed Option Letters, if any

Principal Representatives

For the State:

Kip McClain, Aviation Planner
CDOT - Division of Aeronautics
5126 Front Range Parkway
Watkins, CO 80137
kip.mcclain@state.co.us
(303) 512-5259

For Grantee:

David Pasic
Erie Municipal Airport
645 Holbrook Street
P.O. Box 750
Erie, CO 80516
dpasic@erieco.gov
(303) 926-2865

For DocuSign Approval

Signature Page

The Signatories Listed Below Authorize this Grant

GRANTEE
Town of Erie

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Division of Aeronautics

By: Andrew Moore, Mayor

Date: _____

By: David R. Ulane, Director

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Department of Transportation

Effective Date: _____

For DocuSign Approval

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing written notice to the Grantee in a form substantially equivalent to Exhibit D.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, the Colorado Aeronautical Board, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Grant Award Letter beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Grant Award Letter (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form

substantially equivalent to Exhibit D, Sample Option Letter, attached to this Grant Award Letter.

3. PURPOSE

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding attached hereto as Exhibit C.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Grant Award Letter, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Grant Award Letter, then such debarment or suspension shall constitute a breach.
- B. "**Budget**" means the budget for the Work described in Exhibit A.
- C. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- D. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice

Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- F. **“Exhibits”** means the exhibits and attachments included with this Grant Award Letter as shown on the first page of this Grant Award Letter
- G. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of notice as described in §2.A of this Grant Award Letter.
- H. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement agreement under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program .
- I. **“Federal Awarding Agency”** means a federal agency providing a Federal Award to a Recipient. The Federal Aviation Administration is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- J. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- L. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- M. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- N. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- O. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- P. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- Q. **“Manual”** means the Programs and Procedures Manual as approved by the Colorado Aeronautical board that is available on the Colorado Division of Aeronautics’ website.
- R. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.

- S. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- T. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- U. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- V. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- W. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- X. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Z. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees.
- AA. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas,

concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

6. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Increase or Decrease Quantities and Total Price - State's Option

The State, at its discretion, shall have the option to increase or decrease the quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this Grant Award Letter. In order to exercise this option, the State shall provide written notice to Contractor in in form substantially equivalent to Exhibit D prior to the end of the current Grant Award Letter term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Grant Award Letter.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described

in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

7. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §6.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

8. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant Award Letter for a period of three years following the completion of the close out of this Grant Award Letter. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit upon request to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant Award Letter or the Work, whether the audit is conducted by Grantee or a third party.

9. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant Award Letter, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant Award Letter, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Grant Award Letter, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(j), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

10. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant Award Letter, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant Award Letter. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

11. INSURANCE

Grantee shall maintain at all times during the term of this Grant Award Letter such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

12. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §13 for that Party. Notwithstanding any provision of this Grant Award Letter to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Grant Award Letter in whole or in part or institute any other remedy in

this Grant Award Letter in order to protect the public interest of the state; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Grant Award Letter in whole or in part or institute any other remedy in this Grant Award Letter as of the date that the debarment or suspension takes effect.

13. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant Award Letter, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Grant Award Letter that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant Award Letter.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant Award Letter are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant Award Letter by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant Award Letter in a formal amendment to this Grant Award Letter, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this Grant Award Letter using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant Award Letter by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award

Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.
- ii. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.
- iii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Grant Award Letter shall not be valid until it has been approved by the Colorado State Controller or designee. If this Grant Award Letter is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Grant Award Letter shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant Award Letter. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Grant Award Letter. Any

provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Grant Award Letter shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Grant Award Letter that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Grant Award Letter shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grant Award Letter shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant Award Letter and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant Award Letter, including, without limitation, immediate termination of this Grant Award Letter and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant Award Letter. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

Exhibit A, Discretionary Aviation Grant Application/Statement of Work

Colorado Division of Aeronautics

APPLICANT INFORMATION

Applicant Sponsor:	Mailing Address:
Town of Erie	645 Holbrook Street, P.O. Box 750
Airport:	Erie, CO 80516
Erie Municipal Airport	Email Address:
Identifier:	dpasic@erieco.gov
EIK	Phone Number:
	(303) 926-2865

GRANT DETAILS

Grant Name: 26-EIK-01

Project Director: David Pasic

Terms

Execution Date:	Expiration Date:
The Effective Date	June 30, 2029

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$300,000.00
Local Cash:	\$33,334.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
Total Project Funding:	\$333,334.00

PROJECT SUMMARY & BUDGET

The pavement maintenance project at the Erie Municipal Airport (EIK) will include joint seal replacement, crack sealing, spall repair and new airfield markings for select locations on Runway 16/34, Taxiway A and connectors, and the main apron. The project will include pre-design, design, bidding, construction, inspection, and project closeout. The pavement maintenance project will fix areas of crumbling or failing concrete, replace failed joint sealant, seal existing racks and provide new airfield pavement markings. The project will increase the useful life of Runway 16/34, Taxiway A and main apron.

ELEMENT DESCRIPTION	STATE FUNDING	STATE %	LOCAL FUNDING	LOCAL %	FEDERAL FUNDING	FED %	TOTAL
A. Airfield Pavement Maintenance	\$300,000	Up to 90.00	\$33,334	10.00	\$0	0.00	\$333,334
TOTALS	\$300,000		\$33,334		\$0		\$333,334

For DocuSign Approval

EXHIBIT B, RESOLUTION

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **Town of Erie**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Town of Erie** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances as shown in Exhibit C, Table 1.

FURTHER BE IT RESOLVED:

That the **Town of Erie** hereby designates **David Pasic** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

FURTHER:

The **Town of Erie** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

FINALLY:

The **Town of Erie** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

By: Andrew Moore, Mayor

Date: _____

ATTEST (if needed)

By: Debbie Stamp, Town Clerk

Date: _____

Exhibit “C” Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Revised October 15, 2025

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation - Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR STATE GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate

vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
 6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.

7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Permanent aviation fuel farms, including storage tanks, dispensing vehicles and related equipment*	15 years
g. Airfield lighting and signage	10 years
h. Navigational Aids	15 years
i. Buildings	40 years
j. Land	Unlimited

*Temporary, non-permanent aviation fuel storage equipment (such as tank trailers and skid mounted self-contained storage tanks) that is used exclusively to facilitate the transition from 100LL avgas to unleaded avgas is not subject to a specific useful life.

Exhibit D, Sample Option Letter

State Agency

Colorado Department of Transportation,
Colorado Aeronautical Board, Division of
Aeronautics

Option Letter Number

[Insert the Option Number (e.g. "1" for the
first option)]

Grantee

[Insert Grantee's Full Legal Name,
including "Inc.", "LLC", etc.]

Original Agreement Number

[Insert CMS number or Other Agreement
Number of the Original Agreement]

Current Agreement Maximum Amount

Option Agreement Number

[Insert CMS number or Other Agreement
Number of this Option]

Initial Funding

State Funding: \$0.00

Agreement Performance Beginning Date

[Month Day, Year]

Modifications

Option Letter 1 \$0.00

Option Letter 2 \$0.00

Option Letter 3 \$0.00

Option Letter 4 \$0.00

Current Agreement Expiration Date

[Month Day, Year]

**Modified Agreement
Maximum Amount** \$0.00

Options:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods/Service under the Agreement

Required Provisions:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

- B. **For use with Options 1(B):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the Agreement Maximum Amount for an Increase/Decrease in the quantity of Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with all Option Letters:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above and Exhibit A is hereby deleted and replaced with Exhibit A-# incorporated and attached hereto.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller.

GRANTEE
Town of Erie

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Division of Aeronautics

By: Name of Authorized Signer, Title
Date: _____

By: David R. Ulane, Director
Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Department of Transportation
Date _____



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-202, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with EnviroTech Services, Inc.

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

Cost as Recommended:	\$ 212,800
Balance Available:	\$ 249,642
Fund	General Fund
Line Item Number:	100-70-425-535000-000000
New Appropriation Required:	No

POLICY ISSUES:

The Policy issue is whether to approve the expenditure of budgeted funds for material to assist in snow and ice removal efforts.

STAFF RECOMMENDATION:

Approve the resolution

SUMMARY/KEY POINTS

- Staff orders deicing materials to help with snow and ice removal efforts.
- Colorado Department of Transportation publicly bid (CDOT bid HAA IFB 23-004 LH) with award number 311002284.

BACKGROUND OF SUBJECT MATTER:

The 2026 Operating Budget includes funds for purchase of ice slice, magnesium chloride, and Torch to use during snow and ice removal efforts. This is generally about six months out of the year. Staff prepares "blanket purchase orders" at the beginning of the year to pay for these recurring services. The collective ordering of materials may exceed \$100,000 each year, therefore requires Council approval.

File #: 2026-202, **Version:** 1

ATTACHMENT(S):

1. Resolution
2. Agreement

**Town of Erie
Resolution No. 26-063**

A Resolution of the Town Council of the Town of Erie Approving an Agreement for Services with EnviroTech Services, Inc.

Whereas, the Colorado Department of Transportation issued an award for granular deicer under Award Number 311002284 to EnviroTech Services, Inc.; and

Whereas, the Town desires to use the State's cooperative purchasing agreement.

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

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

Adopted this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Agreement for Services

This Agreement for Services (the "Agreement") is made and entered into this _____ day of _____, 2026 (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 EnviroTech Services, Inc. an independent contractor with a principal place of business at 910 54th Avenue, #230, Greeley, CO 80634 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

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

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

I. Scope of Services

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. No agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue until September 30, 2026, or until terminated as provided herein. The term of this Agreement may be extended by the Town under the same terms and conditions by a written amendment to this Agreement for an additional one year renewal option.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$212,800. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

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

C. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

D. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be

exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

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

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

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

excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. Indemnification

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, attorneys, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2026, by _____ as
_____ of _____.

My commission expires:

(Seal)

Notary Public

Exhibit A Scope of Services

Contractor's Deliverables

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

- Contractor shall provide Granular Deicer material per the specifications, terms, and conditions of CDOT bid HAA IFB 23-004 LH.
- Quantities shall be on an as-needed basis, as determined by the Town.
- Pricing shall be at the rate of Zone 11.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-189, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Construction Contract with RCD Construction, Inc. for the Vista Ridge Ponds A19 and A20.

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director
Wendi Palmer, Public Works Civil Engineer III

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

Cost as Recommended:	\$635,720.00
Balance Available:	\$1,138,248.99
Fund	Storm Drainage Operating Fund
Line Item Number:	520-75-110-605000-100149
New Appropriation Required:	No

POLICY ISSUES:

The Town Council must approve purchases of this amount per the Town Charter and Purchasing Policy.

STAFF RECOMMENDATION:

Approve the Resolution approving the First Amendment to Construction Contract with RCD Construction, Inc. to complete the project.

SUMMARY/KEY POINTS

- The actual extent of muck in Pond A20 exceeded the estimated quantity during design.
- This muck needs to be removed and replaced with suitable soil so the proposed grading of the pond can be completed.

BACKGROUND OF SUBJECT MATTER:

On Oct. 26, 2021, the Board of Trustees approved Resolution 21-150 regarding an agreement with Vista Ridge Metropolitan District for the Maintenance of Ponds and Sidewalks. In this agreement, the Town of Erie agreed to be responsible for maintaining ponds.

On Aug.15, 2022, the Town entered into a Professional Services Agreement with RESPEC Company LLC, to design Ponds A20 and A19.

On Jan. 13, 2026, the Town and RCD Construction, Inc. entered into a Construction Contract for the Vista Ridge Ponds A19 & A20.

This project will improve the detention pond outlet structures, add trickle channels, forebays, and maintenance access paths. These improvements will enhance the appearance of the ponds and make the ponds easier to access for maintenance.

As Pond A20 was being dewatered, the contractor was able to access the bottom of the pond to determine the extent of the existing muck. Due to the years of excess depth of standing water in this pond, the originally planned wetland vegetation could not establish. Also, during this time, the ground became super saturated, and the depth of muck was much more extensive than estimated. This muck needs to be removed and replaced with suitable soil so the proposed grading of the pond can be completed.

ATTACHMENT(S):

1. Resolution
2. First Amendment

**Town of Erie
Resolution No. 26-064**

**A Resolution of the Town Council of the Town of Erie Approving a
First Amendment to Construction Contract with RCD Construction,
Inc. for the Vista Ridge Ponds A19 & A20**

Whereas, on January 13, 2026, the Town and RCD Construction, Inc. entered into a Construction Contract for the Vista Ridge Ponds A19 & A20.

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

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

Adopted this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

First Amendment to Construction Contract
(Vista Ridge Ponds A19 & A20 (P22-640))

This First Amendment to Construction Contract (the "First Amendment") is made and entered into this ____ day of March, 2026 (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 RCD Construction, Inc., an independent contractor with a principal place of business at 1830 1st Avenue, Greeley, CO 80631 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on January 13, 2026, the Parties entered into a Construction Contract (the "Contract"); and

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

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

1. Paragraph 2 of the Agreement shall be modified to add the following scope:

Increase muck excavation by 11,500 cubic yards at a rate of \$55.28/cubic yard

2. Paragraph 5 shall be revised to read as follows:

5. Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, at the unit Bid prices show in the Bid Schedule and the Unit-Price Bid Form for the actual quantity of the Work placed and accepted by the Town, as determined by the Project Manager, in an amount not to exceed \$2,009,670.26. The Town shall be entitled to keep all savings resulting from a difference in total sums finally paid to Contractor and the Contract Price.

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

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

Ryan Domson

State of Colorado)

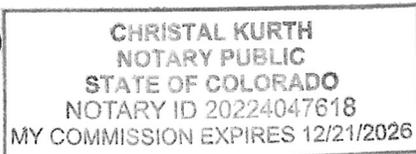
) ss.

County of Weld)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11th day of March, 2026, by Ryan Domson as President of RCD Construction, Inc.

My commission expires: 12/21/2026

(Seal)



Christal Kurth
Notary Public



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-214, **Version:** 1

SUBJECT:

Presentation of 2025 Outstanding Resident Award

DEPARTMENT: Administrative Operations

PRESENTER(S): Lori Bustamante, Administrative Assistant

TIME ESTIMATE: 5 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

NA

STAFF RECOMMENDATION:

Presentation Only

SUMMARY/KEY POINTS

Town of Erie staff will present the 2025 Outstanding Resident Award. This program began in 2021 at the suggestion of then Board Trustee Bill Gippe. It honors Erie residents, non-profits, or organizations that have made significant contributions to, or had a significant positive impact on, the community. Each year the Town encourages residents to nominate deserving individuals or organizations for consideration. The selection criteria are broad, as contribution and impact can be measured or determined in many ways. Community leadership, community organization involvement, heroic action, humanitarian efforts, service, volunteerism, business success, personal or professional achievement, or recognition brought to the Erie community because of an individual's efforts are all considered.

For 2025, there were six nominees; each will receive a certificate of nomination. The nominees were:

- Dave Sullivan
- Victoria Meyer
- Lindsay Watne
- Michael Kraus

File #: 2026-214, **Version:** 1

- Ryan Garcia
- Lindsey Garcia

The final award recipient will be honored with a commemorative brick placed in the walkway at Erie Community Park and will receive a matching commemorative brick to keep.

BACKGROUND OF SUBJECT MATTER:

NA

ATTACHMENT(S):

NA



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-199, **Version:** 1

SUBJECT:

Local Olympian Jaccob Slavin Recognition Month Proclamation; Sponsored by Town Council

DEPARTMENT: Legislation

PRESENTER(S): Mayor Pro Tem Brandon Bell, Sponsor

TIME ESTIMATE: 15 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

Town Council can consider and approve proclamations for any cause or subject they deem appropriate.

STAFF RECOMMENDATION:

Approve the Proclamation.

SUMMARY/KEY POINTS

- Jaccob Slavin has roots in Erie from his childhood.
- Jaccob attended Erie High school and began playing hockey as a teenager living in Erie.
- He later played for collegiate, National Hockey League, and Olympic teams, leading to a recent gold medal at the 2026 Winter Games.

BACKGROUND OF SUBJECT MATTER:

The Town of Erie celebrates and recognizes monumental achievements of our residents. Competing on the world stage and supporting the USA Men's Hockey Team in achieving a gold medal win is indeed a monumental achievement for local athlete Jaccob Slavin. The Town Council recognizes Jaccob and his parents, who still live in Erie, for representing Erie and the United States with dedication and perseverance.

ATTACHMENT(S):

1. Proclamation



LOCAL OLYMPIAN JACCOB SLAVIN RECOGNITION MONTH PROCLAMATION

WHEREAS, the Olympic Games represent the highest level of international athletic competition, bringing together the world’s most elite athletes in a spirit of excellence, dedication, and national pride; and

WHEREAS, Jacob Slavin, a proud native of Erie, Colorado, developed his passion and skill for ice hockey in our community before advancing to collegiate competition at Colorado College and ultimately to the National Hockey League; and

WHEREAS, in 2026, Slavin was selected to represent the United States as a member of the U.S. Men’s Olympic Ice Hockey Team, competing on the world stage at the Winter Olympic Games where both the Men’s and Women’s Hockey Teams ultimately took home Gold Medal victories; and

WHEREAS, Slavin’s achievements serve as an inspiration to young athletes and residents throughout our community, demonstrating that dedication and perseverance can lead to extraordinary accomplishment; and

WHEREAS, the Town of Erie wishes to recognize Jacob Slavin’s outstanding athletic achievement and celebrate his continued connection to community; and

NOW, THEREFORE, the Town Council of Erie does hereby proclaim April 2026 to be Jacob Slavin Month. We urge every resident to recognize and celebrate his accomplishments, and to join the Town in honoring him with the display of a commemorative banner in Downtown Erie.

DATED THIS 24TH DAY OF MARCH, 2026

Andrew J. Moore, Mayor

ATTEST:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-222, **Version:** 1

SUBJECT:

Drought and Water Restrictions

DEPARTMENT: Utilities
Environmental Services

PRESENTER(S): Todd Fessenden, Utilities Director
Dylan King, Sustainability and Water Conservation Specialist

TIME ESTIMATE: 30 minutes

FISCAL SUMMARY:

N/A

POLICY ISSUES:

The Council must decide whether to support best practice water conservation efforts including implementing a restriction of a two-day per week watering schedule with a potential third day based on specific temperature and drought triggers.

STAFF RECOMMENDATION:

Support two-day mandatory water restriction implementation.

SUMMARY/KEY POINTS

- Staff are bringing this to Council to discuss current drought conditions, confirm support for a two-day per week mandatory water restriction (potential third water day based on specific temperature and precipitation triggers), and begin the conversation and process for potential additional drought-based restrictions in the 2026 irrigation season.
- To date, the 2025-2026 winter season in Colorado is unusually warm and dry, with roughly 50% less snow than a typical season and among the lowest levels recorded since late 1987. These conditions have created "snow drought" conditions for much of the state, raising concerns for the spring runoff, potential water restrictions, and increased wildfire concerns.
- Staff are monitoring conditions and collaborating with partners across the state to ensure that Erie is ready to respond as needed to water conditions and needed drought response.

BACKGROUND OF SUBJECT MATTER:

Colorado is experiencing a significant winter snow drought, driven largely by unusually high temperatures and limited snowfall across the state. According to the Colorado Climate Center, snowpack measured through SNOTEL sites across the state reached its lowest mid-winter level since at least 1987 this season. November through January ranked among the warmest on record in Colorado and these conditions raise concerns for the summer months ahead including spring runoff, water supply, and wildfires.

Erie's water supply is heavily dependent on mountain snowpack with 80% of the Front Range drinking water sourced from winter snowfall. This makes the region's snow water equivalent (SWE) an important indicator of the available water throughout the year.

Staff request the support of Town Council to implement two-day per week water restrictions beginning in April. These restrictions are best practice across the state and arid west, bringing Erie in line with its neighbors as well as preparing the community for potential future drought declarations and related restrictions per the Drought and Supply Shortage Plan.

Staff will continue to monitor evolving drought conditions and collaborate with regional organizations. Water allocations will be announced by Erie's largest water partners in late spring, however, with current conditions, staff find it important to implement water restrictions best practices now. This includes two-day per week watering schedules and water windows (times of day that residents can water).

If supported, staff will return to Council with a restriction resolution as well as regular communication as more information and data is available.

ATTACHMENT(S):

1. Presentation
2. Memo
3. Water Conditions Monitoring Committee Climate Update February 2026
4. Drought & Supply Shortage Plan



Drought & Water Restrictions

Erie Town Council

March 24, 2026

Todd Fessenden, Utilities Director

Dylan King, Sustainability & Water Conservation Specialist



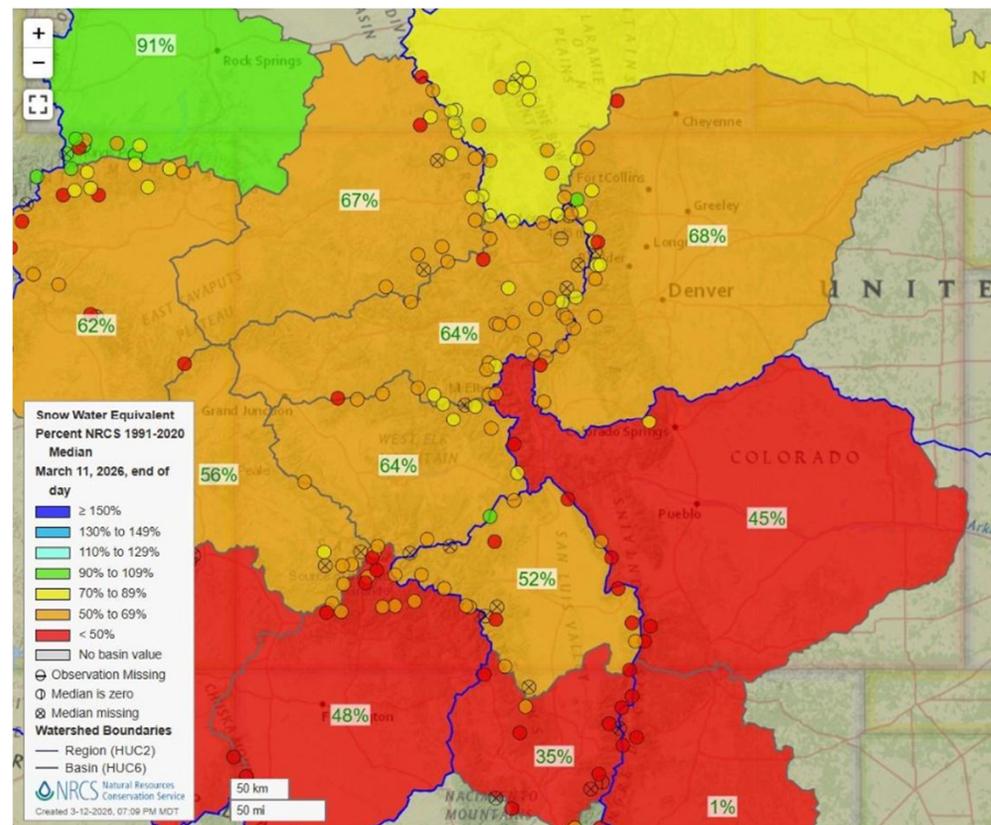
Agenda

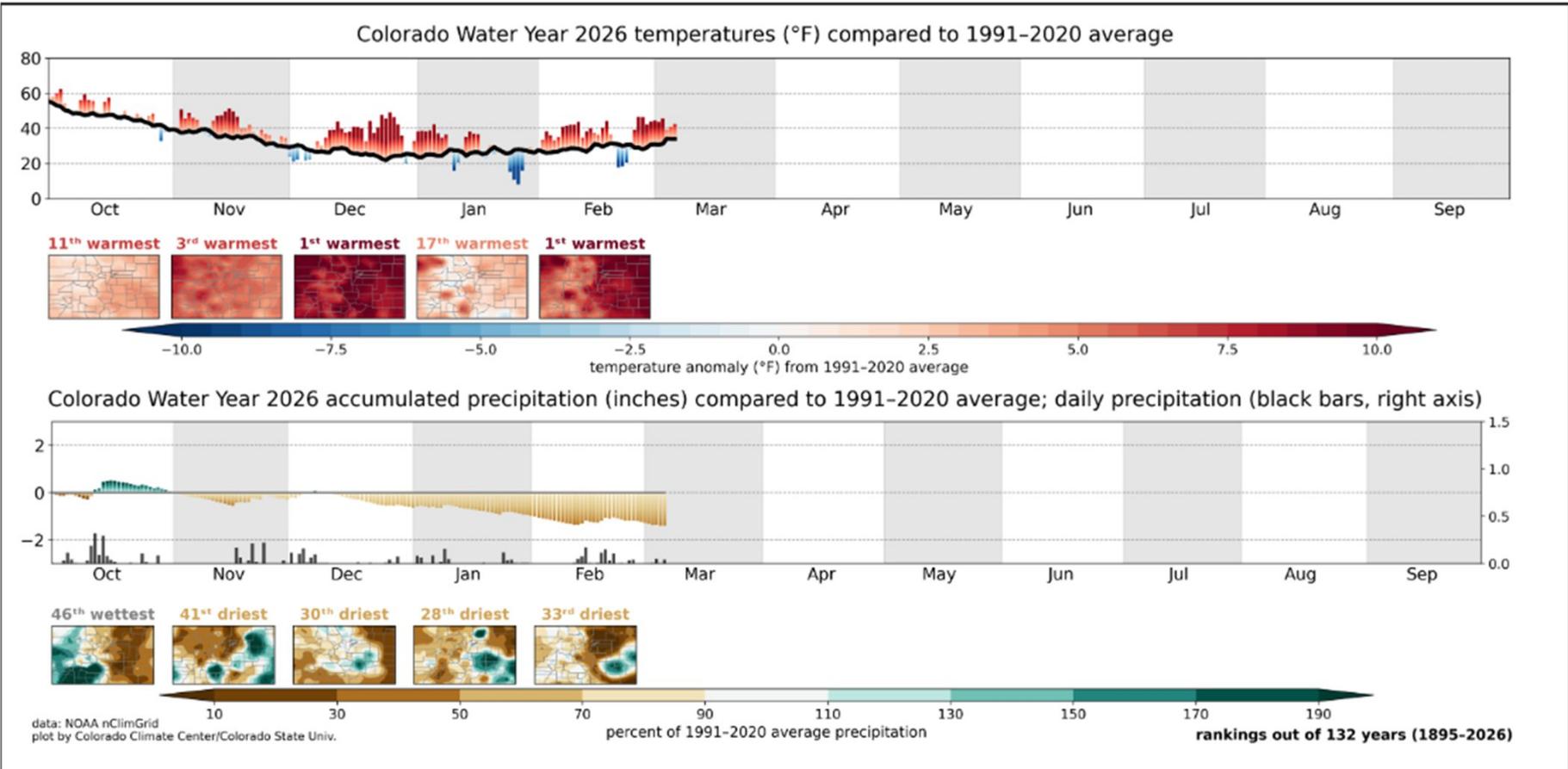
1. Current Drought Conditions
2. Implications for Erie
3. Water Windows & Restrictions
4. Actions of Erie's neighbors
5. What Erie is Doing
6. Next Steps



Drought Conditions

- Snowpack across much of Colorado is below the historical median
- Key basins supplying the front range are well below normal
- Warmer winter temperatures have limited snow accumulation
- "Snow Drought"



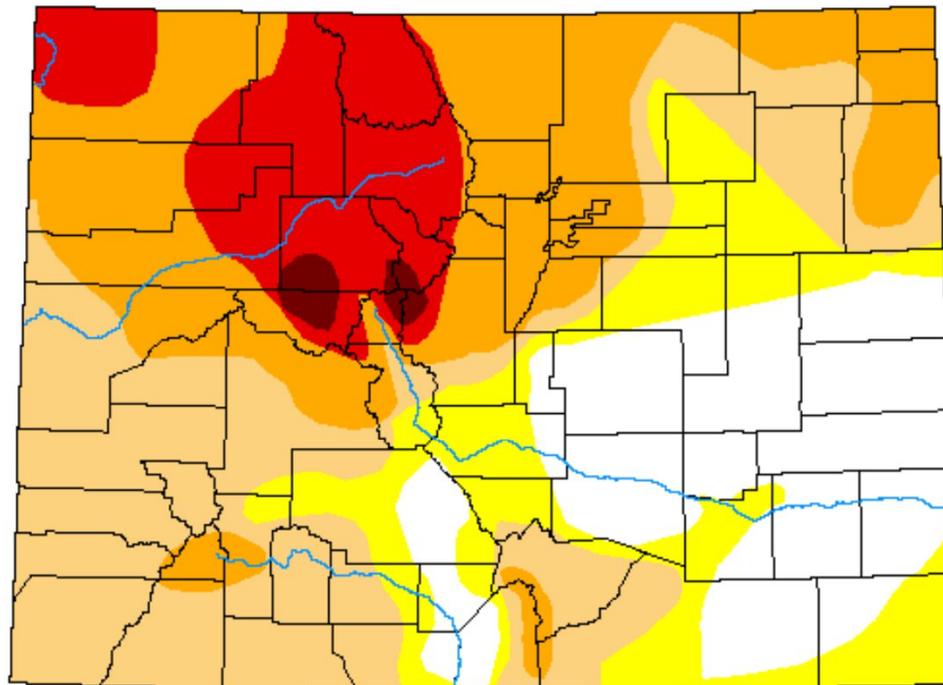


- December 2025 & February 2026 were the record warmest compared to 1991-2020 average
- Warmest first four months combined in 131 years of records



U.S. Drought Monitor Colorado

March 10, 2026
(Released Thursday, Mar. 12, 2026)
Valid 8 a.m. EDT



Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Brad Pugh
CPC/NOAA



droughtmonitor.unl.edu



Drought Implications for 2026 Irrigation

- Erie's water portfolio is strong.
- Low snowpack increases risk of tighter regional supply.
- Warmer than average winter and spring weather drives early irrigation demand.
- Early conservation actions help reduce peak summer demand.
- Communication will be the most effective tool.



Drought & Supply Shortage Response Framework

- Erie's Drought Plan uses a Shortage Index (supply relative to demand) to determine stages:
 - Stage 1 (Voluntary): ~10% total reduction target
 - Stage 2 (Watch): 10-20% total reduction
 - Stage 3 (Severe): 20-45% total reduction
 - Stage 4 (Emergency): >45% reduction, possible prohibitions
- We are not declaring a stage today



Proposed Two Day Watering Schedule

- Even Addresses: Monday & Thursday
- Odd Addresses: Tuesday & Friday
- Optional third day if needed
 - Even: Saturday
 - Odd: Sunday
- Third day necessity to be determined by Town staff reviewing previous and future temperature and precipitation forecasts.
- 2-day-per-week watering schedules are common practice suggestions across the front range



Regional Context

- Many Front Range communities use a similar watering schedule. Some enforce it only during times of drought.
- Erie staff participate in regional drought conversations through organizations like Northern Water, Colorado Water Conservation Board, Colorado WaterWise, and others.
- These groups encourage regional collaboration through outreach campaigns and aligned messaging.



Actions the Town is Taking

- Reducing irrigation on non-functional and low trafficked turf areas at Town facilities.
- Maintaining irrigation on high-use recreation areas to support summer activities and community amenities.
- Continuously investing in, and expanding, its raw water and re-use supplies to reduce treatment demands.



Water Conservation Programs

- The Town offers the following water conservation and efficiency programs:
 - Water Efficiency Rebates (indoor and outdoor - fixture and technology upgrades)
 - Slow the Flow Sprinkler Consultations
 - Garden in A Box garden kits
 - Turf Replacement Rebate Program



Next Steps (Monitoring and Communication)

- Staff will continue to monitor snowpack, runoff forecasts, and regional actions.
- Continue to communicate early irrigation guidance to residents and businesses.
- Encourage voluntary restrictions.
- Staff will return to Council if conditions warrant formal drought stage action.



Questions & Discussion

Memorandum

To: Town Council
From: Dylan King, Sustainability & Water Conservation Specialist
Date: March 13, 2026
Re: Drought Monitoring and Irrigation Restriction Considerations



This Memo is to provide an update regarding statewide drought and snowpack conditions and communicate what these conditions could mean for Erie as we head into the 2026 irrigation season.

Bottom Line Up Front (BLUF)

The Front Range of Colorado is an arid, high desert environment, yet landscape expectations are often in conflict with this reality. Currently, snowpack conditions are well below normal, elevating the likelihood of tighter water supply conditions later this year, coupled with an unusual winter drought. The good news is that Erie already has a Drought Plan and structured framework to allow us to respond appropriately.

Staff is beginning proactive communication and voluntary conservation if conditions remain dry. Specifically, we are moving towards a two-day address-based (odd/even) voluntary watering schedule, which we may ask to transition to mandatory if conditions do not improve.

We will continue monitoring conditions closely and will provide updated assessments as we move into spring and summer. Sharing the message about the two-day schedule **now** is important as irrigation timers are programmed for the upcoming season. Two days per week of irrigation is standard now in the Front Range.

The proposed schedule is:

Even addresses: Monday and Thursday

Third day if needed: Saturday

- Spray Heads: 12-15 minutes per zone per day (three cycles)
- Rotors Heads: 25-35 minutes per zone per day (three cycles)
- Drip Zones: 40-60 minutes per zone (depends heavily on plant type and emitter spacing)

Odd addresses: Tuesday and Friday

Third day if needed: Sunday

- Spray Heads: 12-15 minutes per zone per day (three cycles)
- Rotors Heads: 25-35 minutes per zone per day (three cycles)
- Drip Zones: 40-60 minutes per zone (depends heavily on plant type and emitter spacing)

A third day may be added once the Town has transitioned to normal irrigation season operations and extended hot, dry conditions warrant additional watering. These conditions will be monitored by Town staff and communicated to Town water users through normal communication channels.

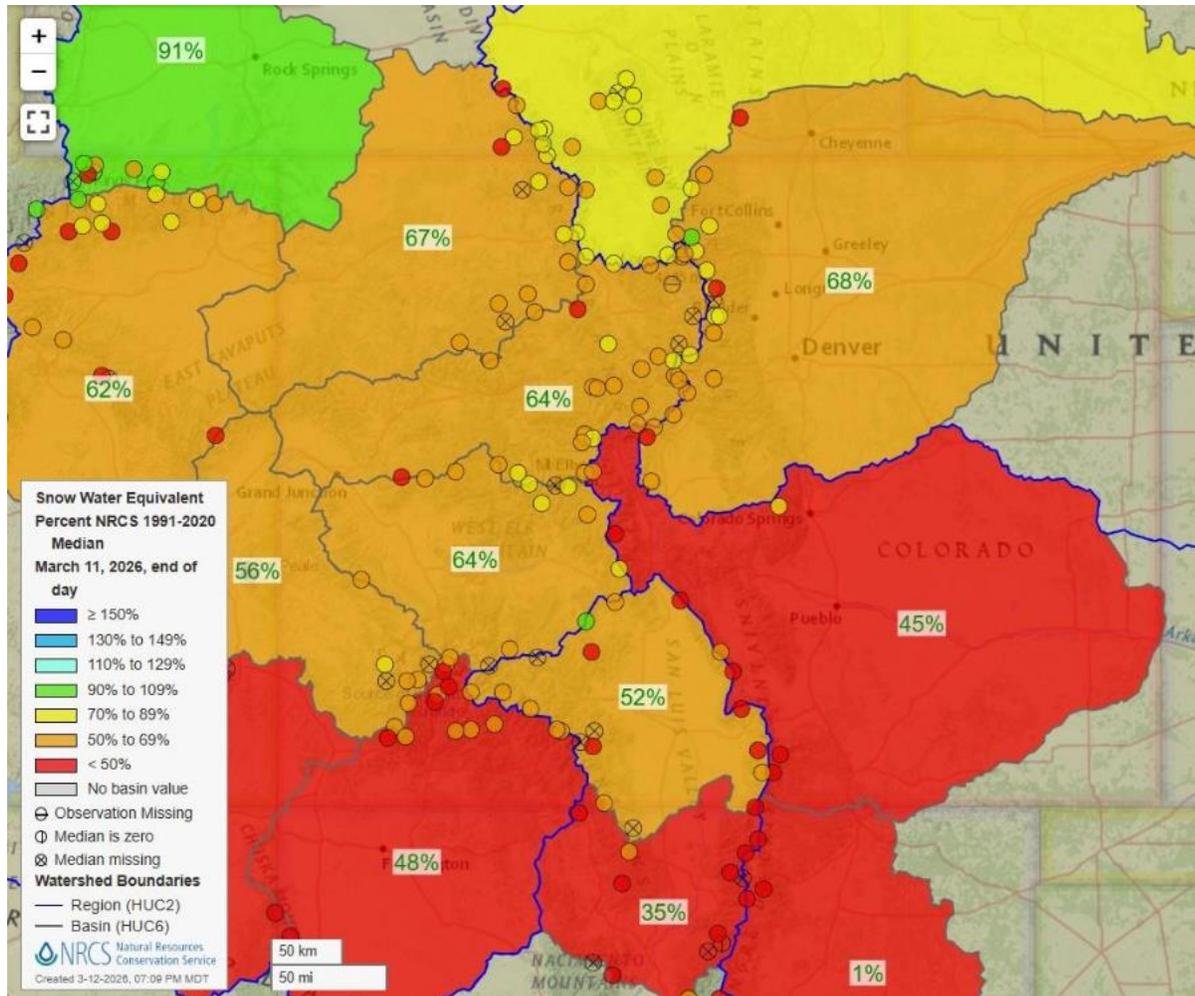
This memo is informational as we are not yet at a decision, but current conditions suggest that it's important that we prepare for potential early-season action consistent with our adopted [Drought & Water Supply Shortage Plan](#) and potentially beyond.

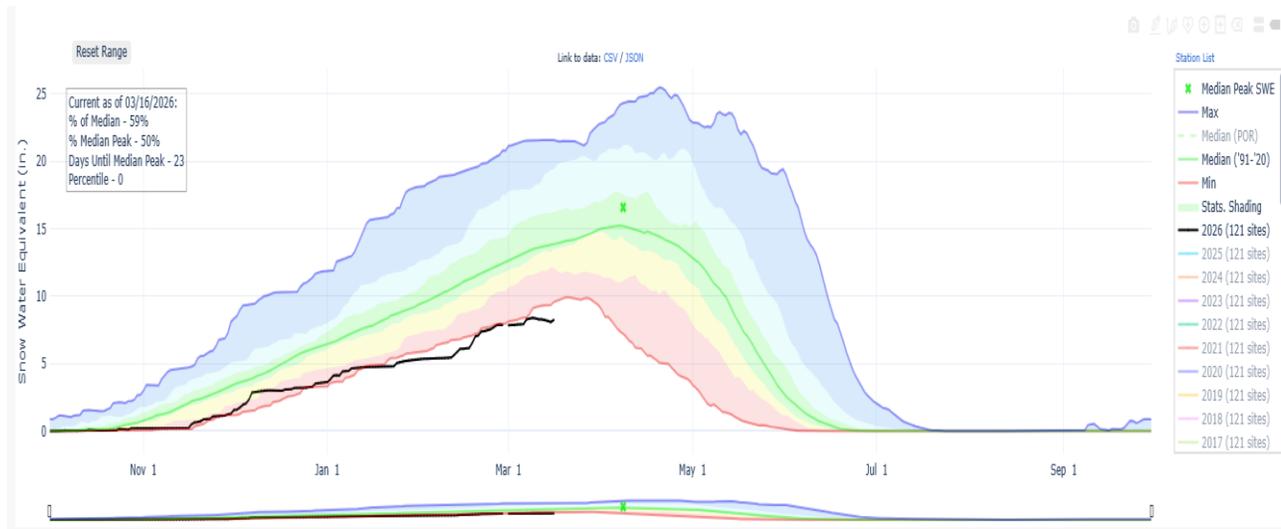
Current Conditions as of mid-March :

The Colorado snowpack is well below normal across much of Colorado.

Statewide snow water equivalent (SWE), or amount of water in the snow we receive, is tracking significantly below average for this time of year. In key basins that supply much of the Front Range we are seeing:

- Colorado River Basin SWE is well below the median (see graph below).
- This is where most of the Town's source water comes from.





This graph courtesy of USDA Natural Resources Conservation Service illustrates the Colorado Snow Water Equivalent

There is still time to accumulate more snow this winter season, however it's important to note that Colorado would need a record setting March and April to recover to average conditions.

Reservoir storage statewide is not critically low today; however, snowpack is the primary driver of spring runoff and summer supply, with 80% of potable water in the Front Range provided by snowmelt. When the snowpack season begins this low, it increases the probability that runoff will be below normal. While reservoirs are in good shape now, we need to consider the potential for a multi-year drought event.

We are in what's commonly referred to as a "snow drought." That does not automatically mean severe shortages, but it does increase the risk of severe shortages heading into irrigation season. This year's snow drought can be attributed in part to the higher-than-normal temperatures we have seen for much of the winter.

What This Means for Erie and the Upcoming Irrigation Season:

Erie's water rights portfolio is strong, and we have many systems and programs in place to help our users reduce their consumption. Erie's **Drought & Water Supply Shortage Plan** was designed specifically to handle variable conditions like this. That said, a few realities are worth highlighting:

1. **Low snowpack increases the chance of tighter regional water supplies later this year.** Even if Erie's water supply is sufficient, neighboring providers will likely (or have already) move into voluntary or mandatory stages. This could affect resident expectations and raise understandable concerns.
2. **Warm and dry Spring weather drives early irrigation demand.** If we see above-average temperatures continue in April and May, outdoor water use could ramp up quickly, getting ahead of non-irrigation source water supplies.
3. **Early conservation is far more effective than late restrictions.** Erie's Drought Plan is built around staged response and early communication intentionally. If we wait until July to react, the ability to meaningfully reduce peak demand is limited. Once irrigation timers are set, it's more difficult to undo.

Erie's Drought Plan Framework:

Erie's adopted Plan uses a **Shortage Index** (supply relative to demand) to determine appropriate drought stages:

- **Stage 1 (Voluntary):** ~10% total reduction target
- **Stage 2 (Watch):** 10–20% total reduction
- **Stage 3 (Severe):** 20–45% total reduction, mandatory measures
- **Stage 4 (Emergency):** >45% reduction, potential prohibitions

We are not currently declaring a stage and resulting implications, but given current snowpack conditions, we need to be prepared for the possibility of at least **Stage 1 (voluntary) declaration** if March remains dry with establishing this declaration as early as possible important. We are also constructing a strong outreach campaign to encourage early conservation measures from our users. This includes detailing a two-day per week watering schedule (with an optional and defined third day if temperature and precipitation meet a pre-determined threshold, increased conservation program participation, and a robust education effort.

What are our Neighbors Doing?

Several Front Range water providers are already publicly discussing drought conditions and potential measures. Some are indicating voluntary reductions are likely if the snowpack does not recover. For example, Broomfield has officially placed the [community under a drought watch](#). This is a precautionary alert signaling to residents that restrictions may increase later in the season if dry conditions continue.

Regional messaging influences how residents interpret our own actions. If multiple neighboring jurisdictions move into voluntary stages, Erie's position will be questioned. Erie staff meet monthly with the Front Range Drought Coordination Group led by Northern Water. We will continue to lean on this group to stay alert to the actions and concerns of our neighbors.

What is the Town doing at its own properties?

We are reducing irrigation at parks and Town facilities of non-functional turf and focusing on maintaining areas of recreation, in line with the Drought Plan. Facilities are important to the community as they offer recreational opportunities for all residents in a drought, unlike individual properties.

The Town also operates a re-use water system, taking treated wastewater effluent and delivering it to various developments for use in common area irrigation. These developments include Colliers Hill, Erie Highlands, and Westerly. Erie Commons and Erie Community Park also are irrigated with re-use and raw water which does not require extensive filtration and processing. The Town is continuously investing in, and expanding, its raw water and re-use water supplies.

What is the golf course doing to reduce demand on the water supply?

Colorado National Golf Course (CNGC), and most common area irrigation in Vista Ridge utilize raw water from ditches and Coal Creek. Columbine Mine Park is irrigated with this same supply.

Town Programming

The Town offers many water conservation and efficiency programs that are available to all users. These include:

- [Water Efficiency Rebates](#)
- [Slow the Flow Sprinkler Consultations](#)
- [Garden In A Box garden kits](#)
- [Turf Replacement Rebate Program](#)

Colorado Climate Update

Russ Schumacher, state climatologist

Water Conditions Monitoring Committee

February 24, 2026



ATMOSPHERIC SCIENCE
COLORADO STATE UNIVERSITY

Water Year 2026 so far

temperature, precipitation, etc.

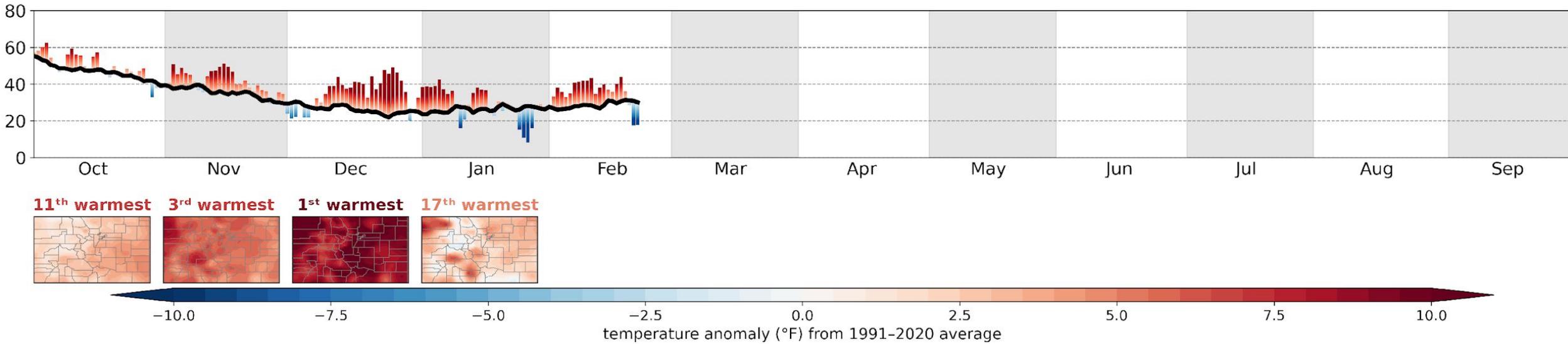


Rocky Mountain National Park,
February 22, photo by Henry Reges



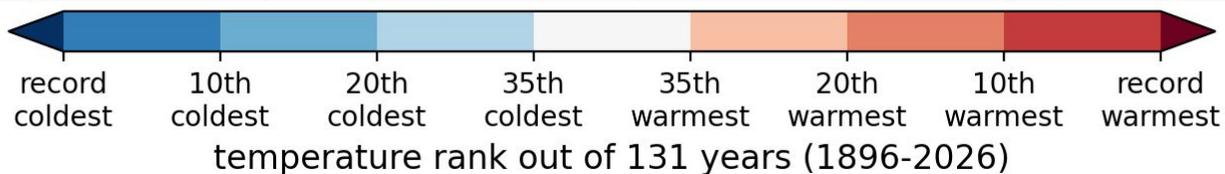
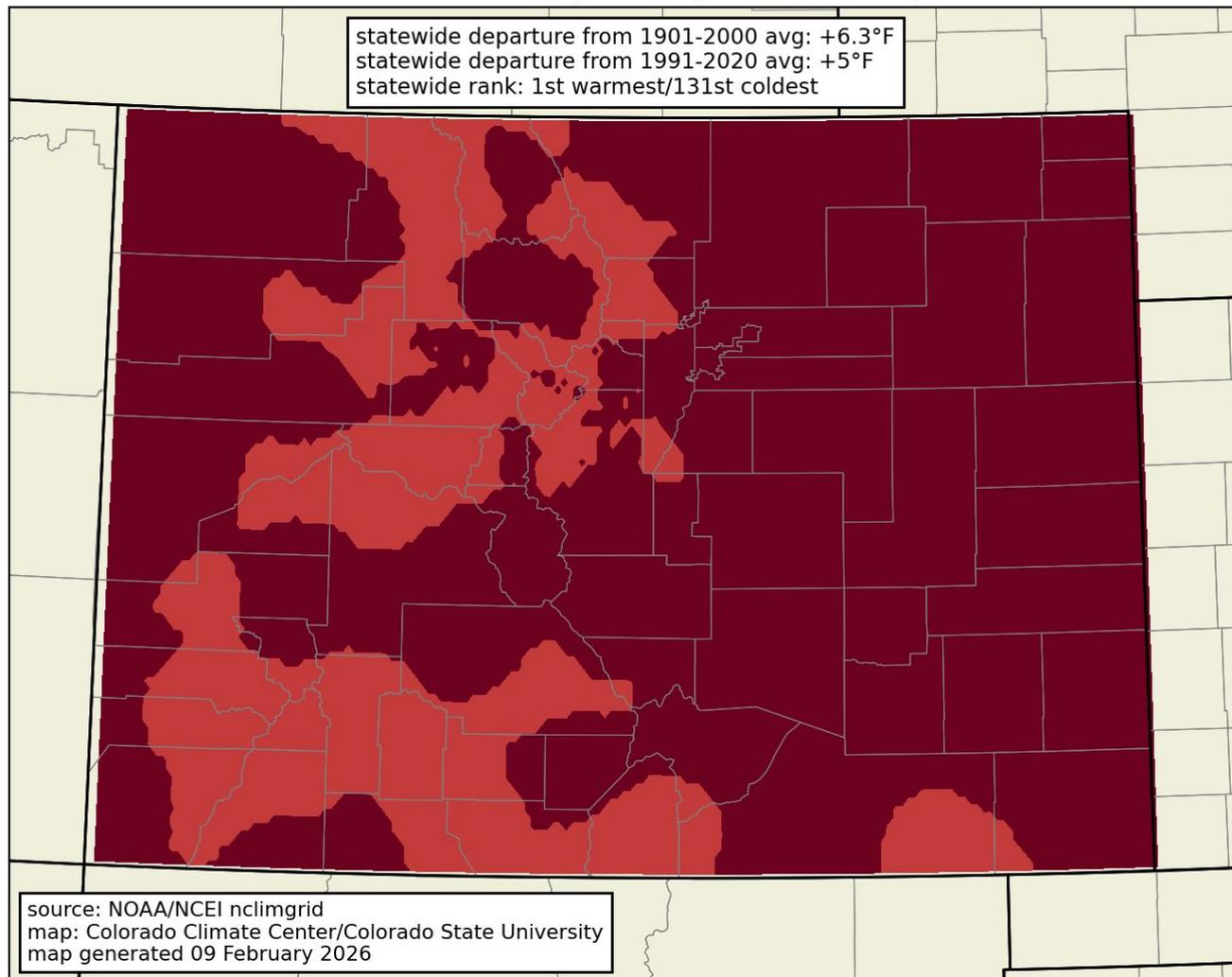
Temperature in Water Year 2026

Colorado Water Year 2026 temperatures (°F) compared to 1991-2020 average



https://climate.colostate.edu/co_cag/index.html

average temperature rank
4 months ending January 2026 (Oct-Jan)



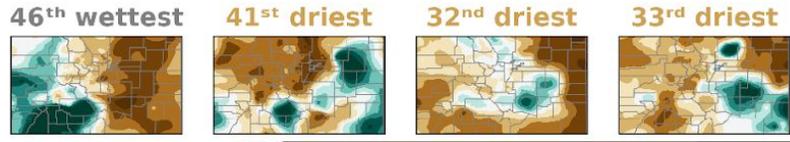
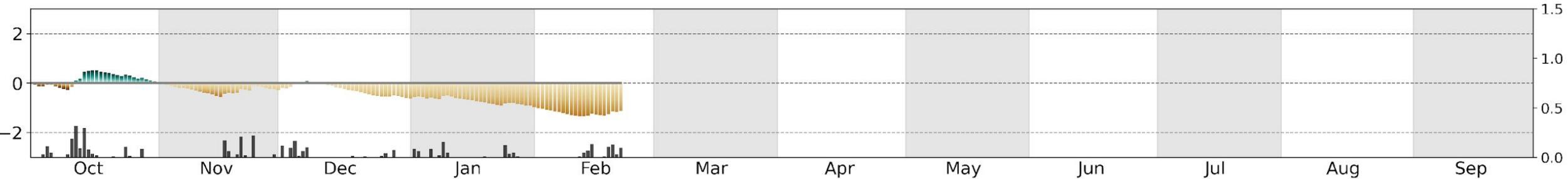
Statewide: Warmest first four months of a water year in 131 years of records

5°F warmer than the 1991-2020 average

1.7°F warmer than the previous record (WY 2018)

Precipitation in Water Year 2026

Colorado Water Year 2026 accumulated precipitation (inches) compared to 1991-2020 average; daily precipitation (black bars, right axis)

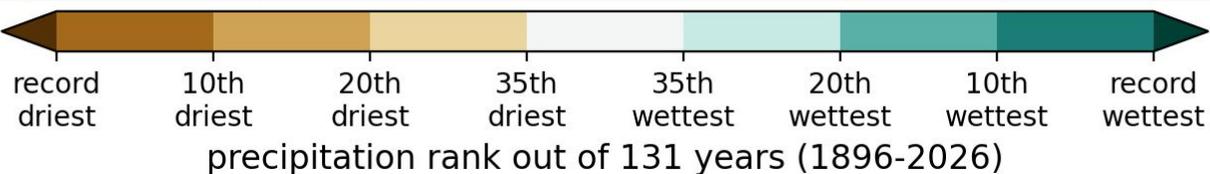
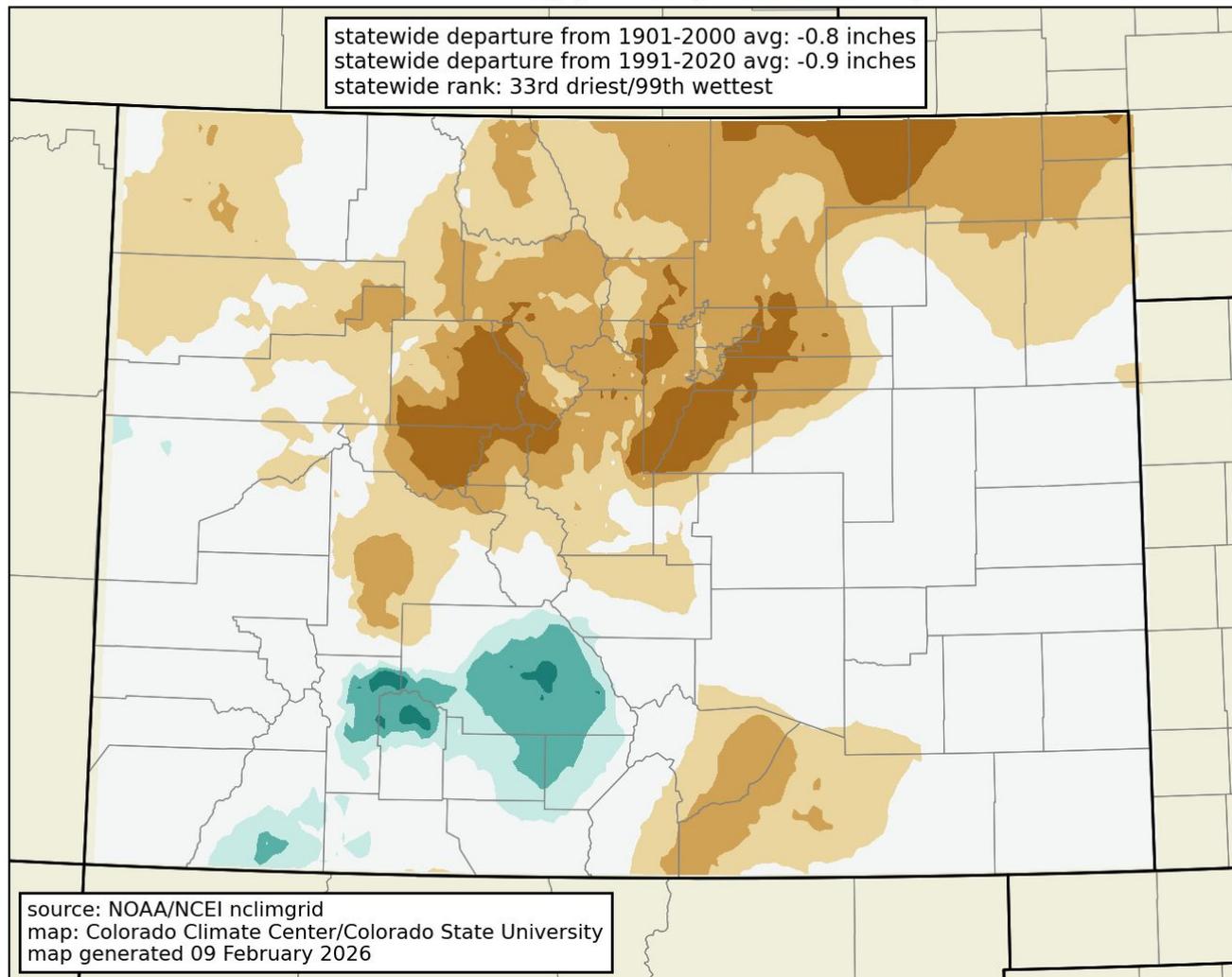


data: NOAA nClimGrid
plot by Colorado Climate Center/Colorado State Univ.



https://climate.colostate.edu/co_cag/index.html

precipitation rank
4 months ending January 2026 (Oct-Jan)



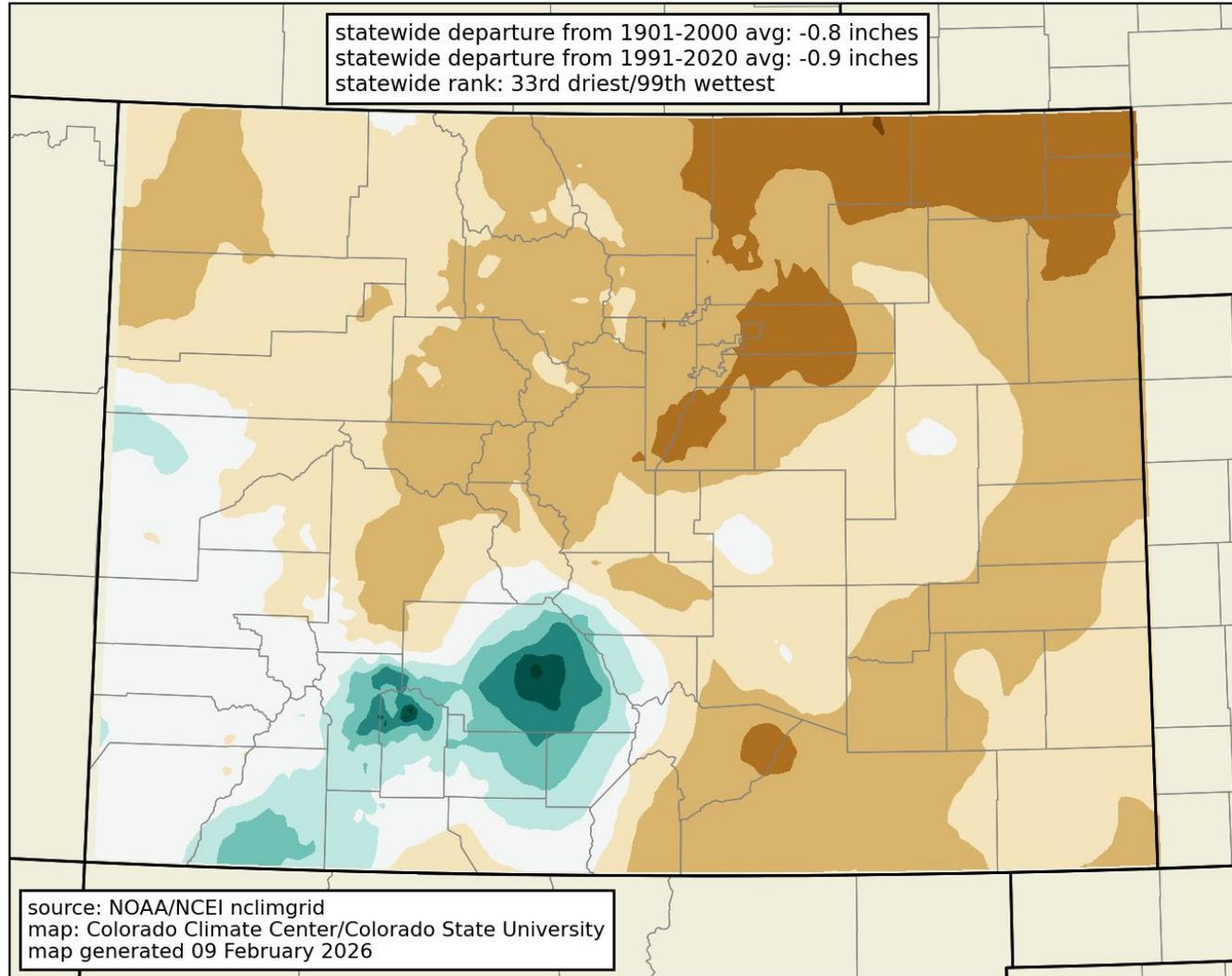
Statewide: 33rd driest start to a water year

Much drier than average in the central mountains and much of northeastern Colorado

Parts of southern Colorado are much wetter than average for the water year, largely from the heavy rain in October

percent of 1991-2020 average precipitation
4 months ending January 2026 (Oct-Jan)

statewide departure from 1901-2000 avg: -0.8 inches
statewide departure from 1991-2020 avg: -0.9 inches
statewide rank: 33rd driest/99th wettest



source: NOAA/NCEI nclimgrid
map: Colorado Climate Center/Colorado State University
map generated 09 February 2026

10 30 50 70 90 110 130 150 170 190

percent of average precipitation

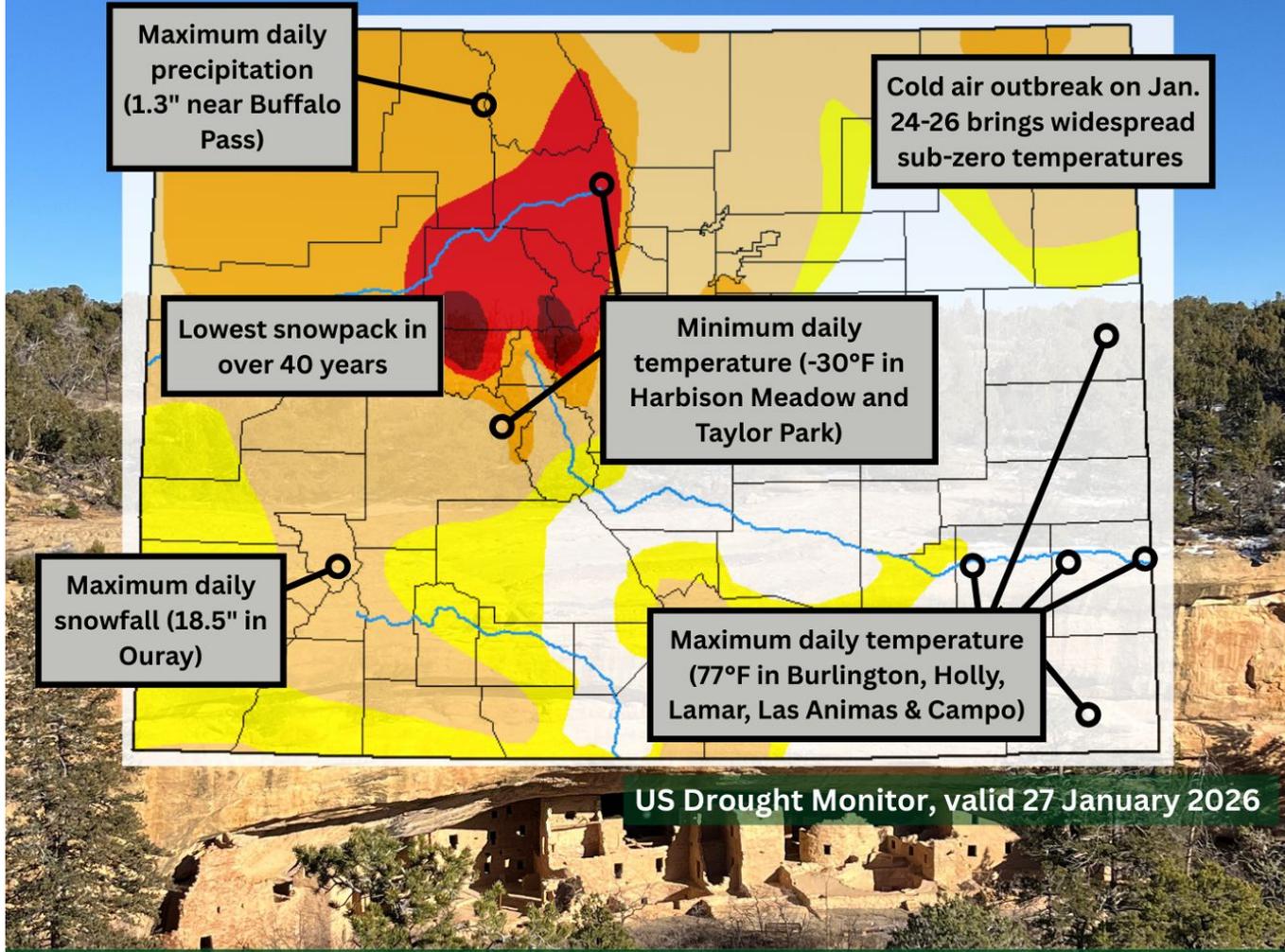
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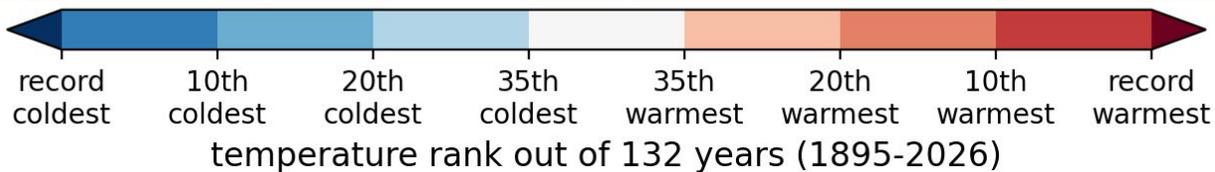
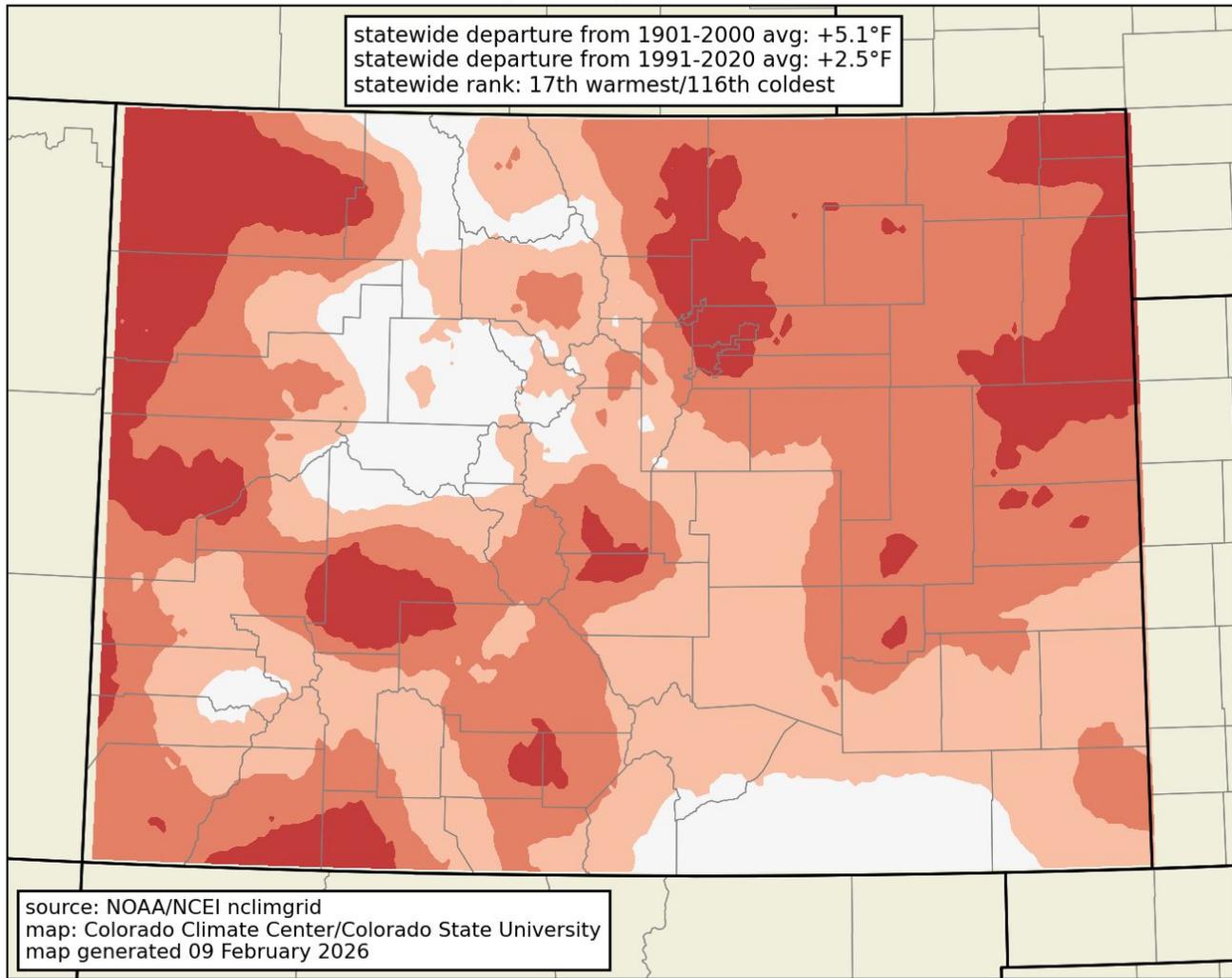
January 2026

Colorado Monthly Climate Summary



https://climate.colostate.edu/monthly_summary.html

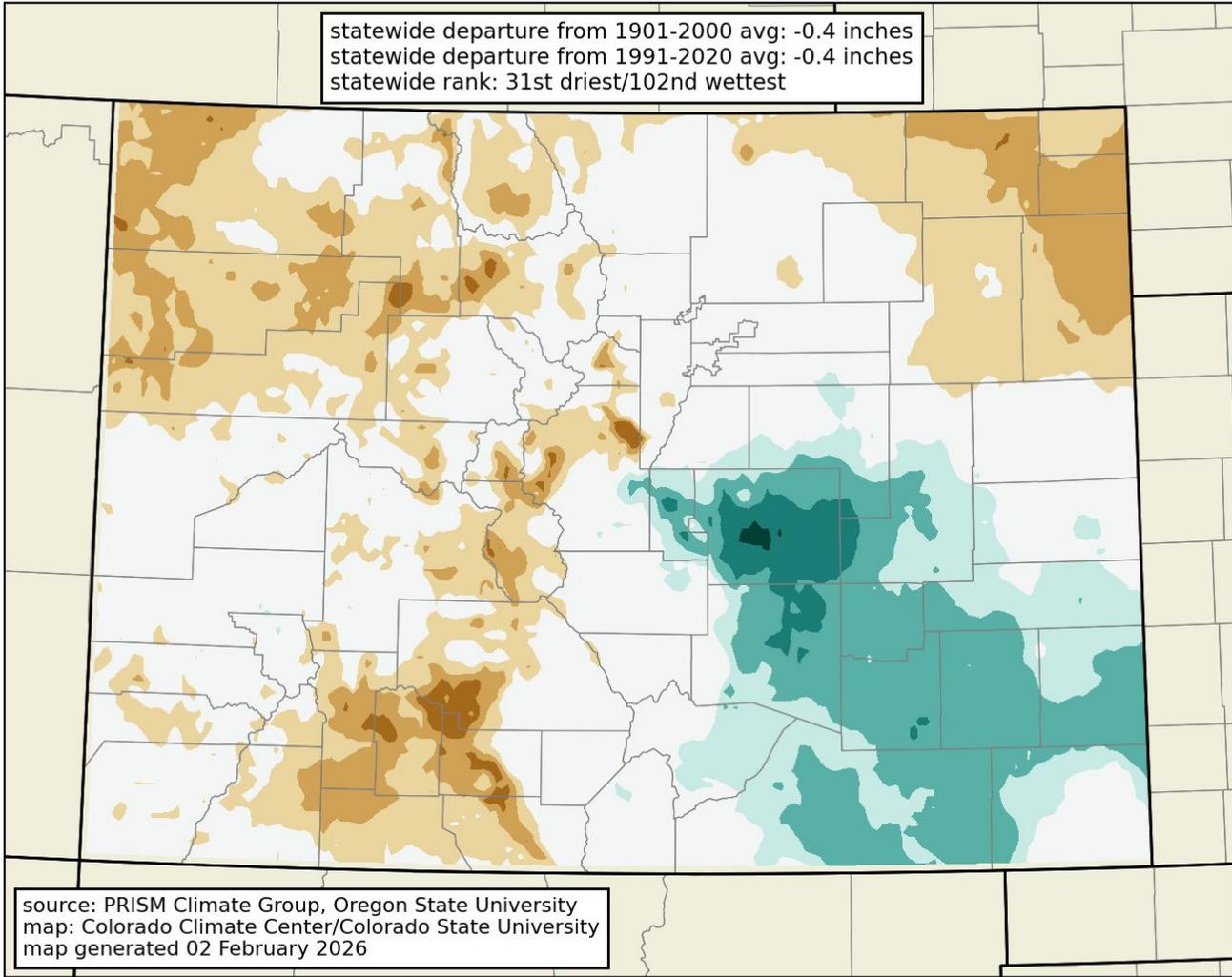
average temperature rank January 2026



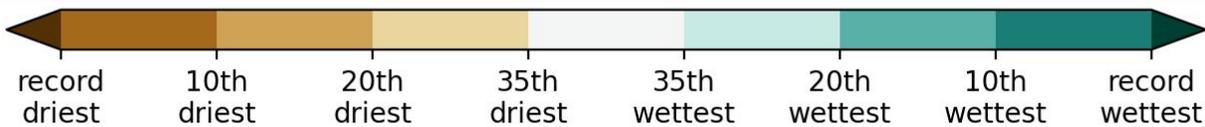
- January wasn't as unusually warm as November and December, but still much warmer than average in most of the state

precipitation rank (preliminary PRISM data)
January 2026

statewide departure from 1901-2000 avg: -0.4 inches
statewide departure from 1991-2020 avg: -0.4 inches
statewide rank: 31st driest/102nd wettest



source: PRISM Climate Group, Oregon State University
map: Colorado Climate Center/Colorado State University
map generated 02 February 2026



precipitation rank out of 132 years (1895-2026)

The mountains were generally drier than average in January, as were the northeastern plains

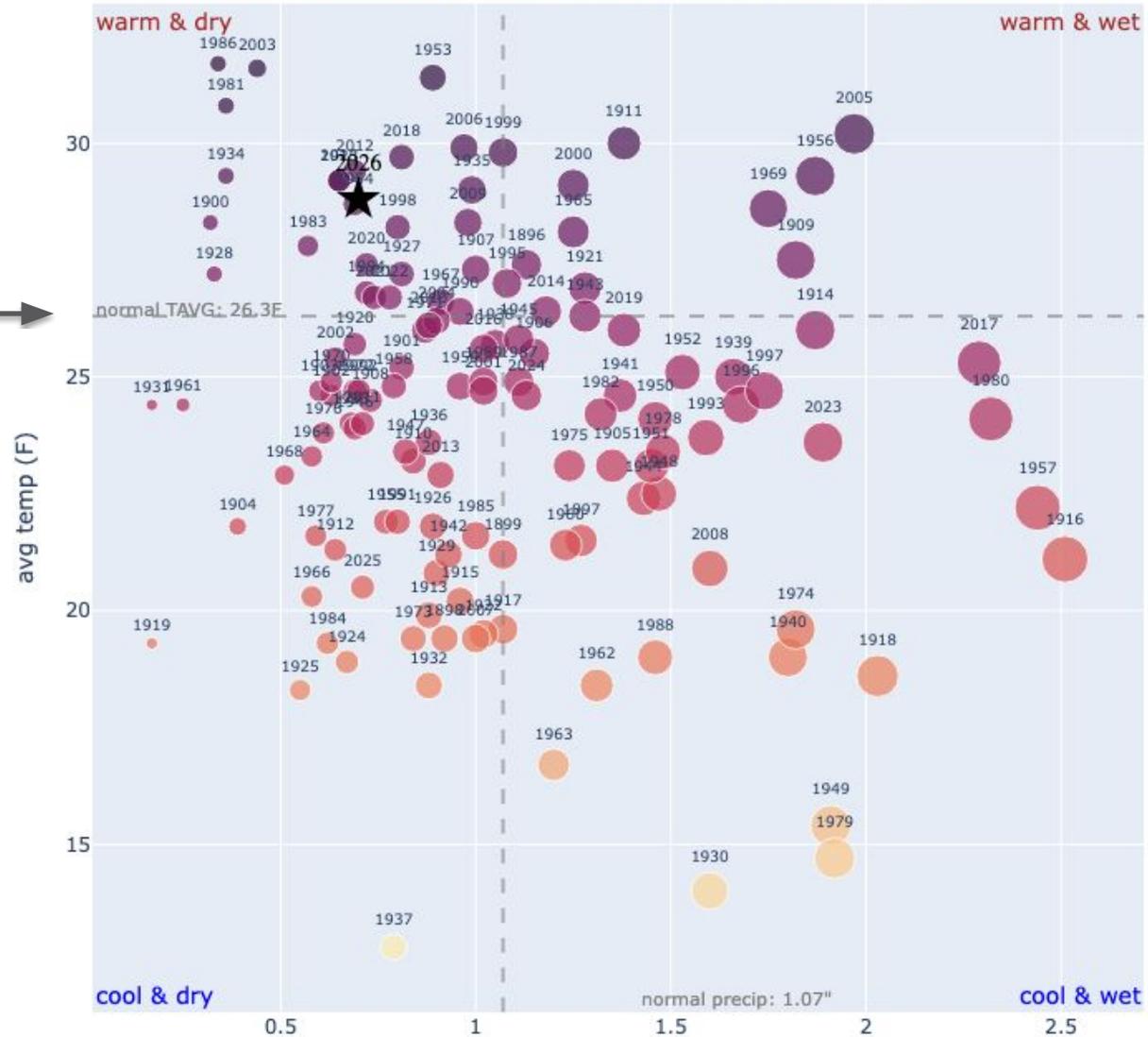
Southeastern Colorado had a couple substantial snowstorms in January, including over a foot of snow in El Paso County on January 8-9

Colorado statewide average temperature and precipitation, January

Warm & dry

January 2026

1991-2020 avg temp →



Warm & wet

January was in the warm and dry quadrant when averaged across the state

Cool & dry

Cool & wet

size of points proportional to precip,
color shows temp
normals are 1991-2020

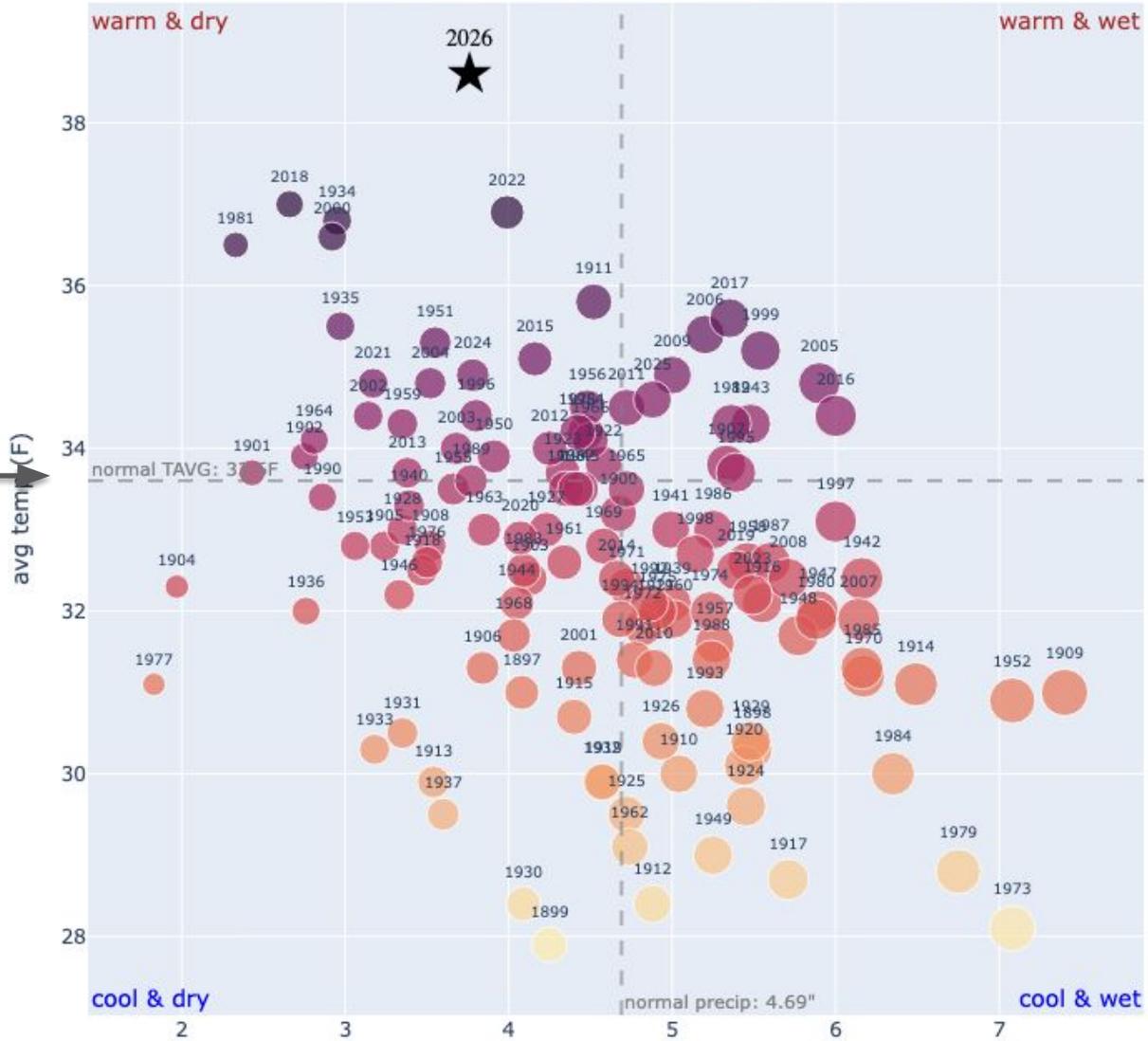
Colorado Climate Center/CSU
Data source: NOAA/NCEI Climate at a Glance

Colorado statewide average temperature and precipitation, October - January

Warm & dry

October through January (first four months of water year)

1991-2020 avg temp



Warm & wet

Warmest start to a water year by a large margin, and drier than average

Cool & dry

Cool & wet

size of points proportional to precip,
color shows temp
normals are 1991-2020

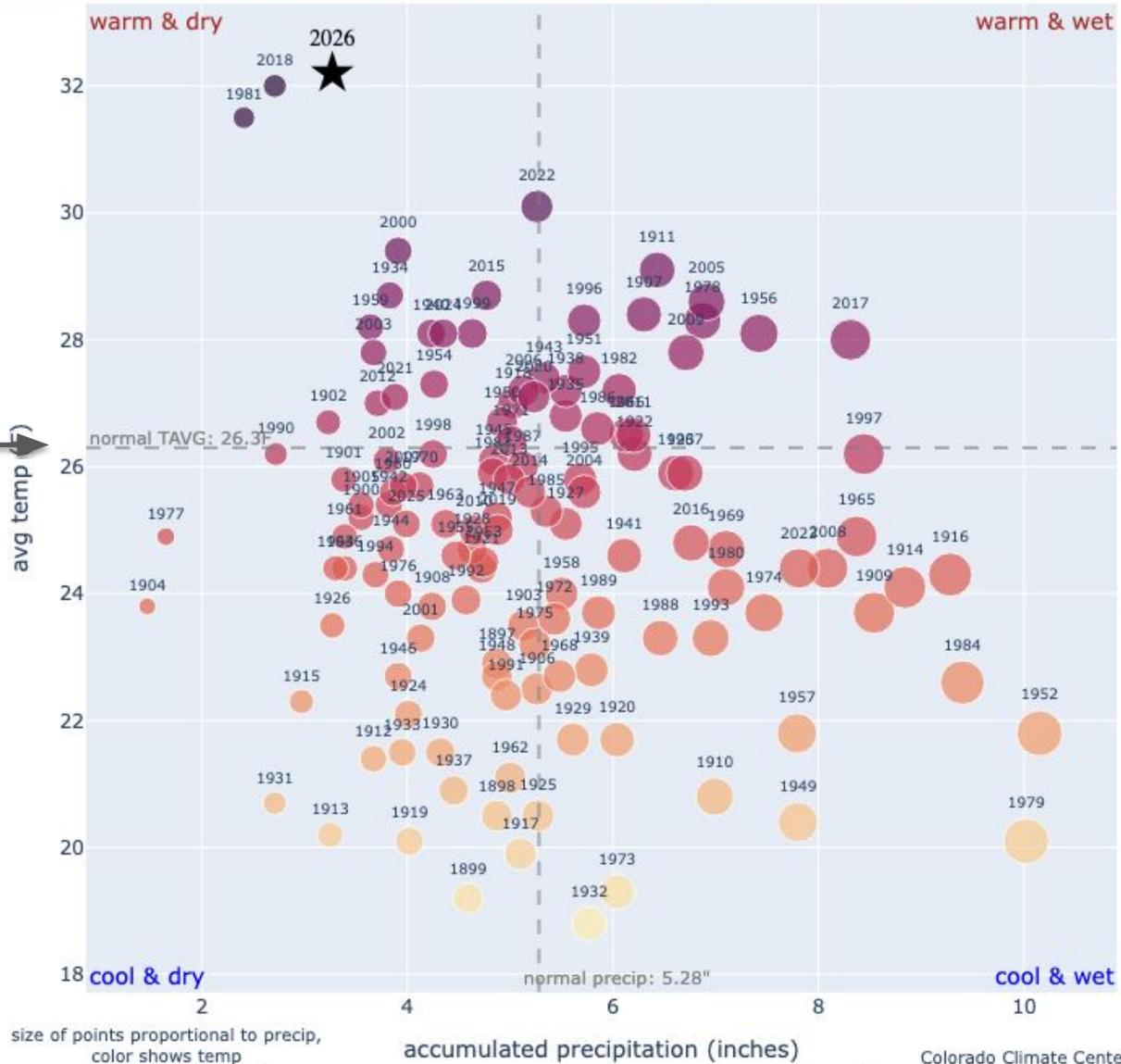
Colorado Climate Center/CSU
Data source: NOAA/NCEI Climate at a Glance

Colorado CD2 (Colorado drainage) average temperature and precipitation, November - January

Warm & dry

November through January, Colorado River Drainage

1991-2020 avg temp



Warm & wet

When taking out the very wet October, Nov-Jan was way up in the warm and dry quadrant with two other very bad years in western Colorado: 1981 and 2018

Cool & dry

Cool & wet

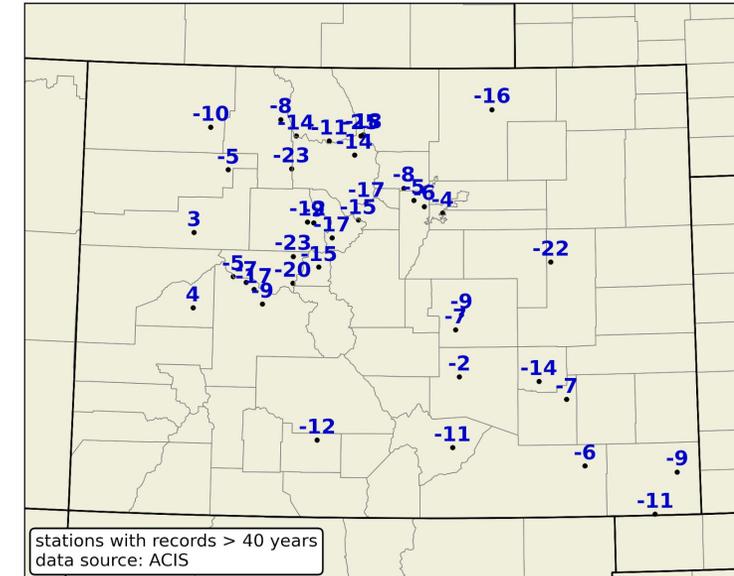
size of points proportional to precip, color shows temp normals are 1991-2020

Colorado Climate Center/CSU Data source: NOAA/NCEI Climate at a Glance

Arctic blast in late January

Despite January being yet another warm month statewide, Colorado saw a notable cold snap around Jan. 24-26. Temperatures fell well below 0°F across portions of the Eastern Plains and in the mountains, which broke daily minimum temperature records throughout the state. Daytime temperatures were also cold: on Jan. 25, temperatures didn't make it out of the teens in many areas, leading to numerous record low daily *maximum* temperatures as well.

record daily low minimum temperatures for 2026-01-26 (°F)



STATION RECORDS (PREVIOUS)

BERTHOUD SUMMIT	-17	(-14; 1989)
BRIGGSDALE	-16	(-16; 1996)
BUTTE	-9	(-6; 2017)
CAMPO 7 S	-11	(6; 1996)
COLORADO SPRINGS MUNICIPAL AP	-9	(-3; 1976)
COLUMBINE	-14	(-16; 1943)
COLUMBINE	-14	(-10; 1989)
COPPER MOUNTAIN	-17	(-13; 2017)
CRAIG 4SW	-10	(-9; 1989)
DEAD HORSE COLORADO	-5	(-3; 2017)
DEL NORTE 3ENE	-12	(-12; 2010)
DENVER LOWRY AFB	-4	(-1; 1963)
DOWD JUNCTION COLORADO	-12	(-4; 2017)
DRY LAKE COLORADO	-8	(-4; 2009)
FORT CARSON BUTTS AAF	-7	(-3; 1996)
GRIZZLY PEAK	-15	(-9; 2017)
GROSS RESERVOIR	-8	(-2; 2025)
INDEPENDENCE PASS	-20	(-19; 1996)
JAY COLORADO	4	(9; 2023)
KILN	-23	(-15; 2017)
KIM 15 NNE	-6	(-0; 1996)
LA JUNTA MUNICIPAL AIRPORT	-7	(-6; 1996)
LAKE IRENE	-18	(-13; 2017)
LEADVILLE LAKE COUNTY AP	-15	(-14; 2017)
LIMON	-22	(-19; 1980)
MC CLURE PASS	-5	(-4; 2017)
NORTH LOST TRAIL	-7	(-7; 2017)
ORDWAY 4 W	-14	(-8; 1996)
PHANTOM VALLEY	-25	(-16; 1989)
PORCUPINE CREEK COLORADO	-23	(-17; 2017)
PUEBLO RESERVOIR	-2	(-1; 1996)
RALSTON RESERVOIR	-5	(3; 2025)
RIFLE COLORADO	3	(6; 2004)
SCHOFIELD PASS	-17	(-16; 2017)
STILLWATER CREEK	-14	(-10; 2017)
VAIL MOUNTAIN	-9	(-6; 2017)
WALSENBURG 1 NW	-11	(-3; 1940)
WALSH 1 W	-9	(-2; 1978)
WHEAT RIDGE 2	-6	(-6; 1996)
WILLOW CREEK COLORADO	-11	(-5; 2004)

Persistent record warmth in Colorado

At timescales from 3 to 24 months, the time periods ending in January were all the warmest on record

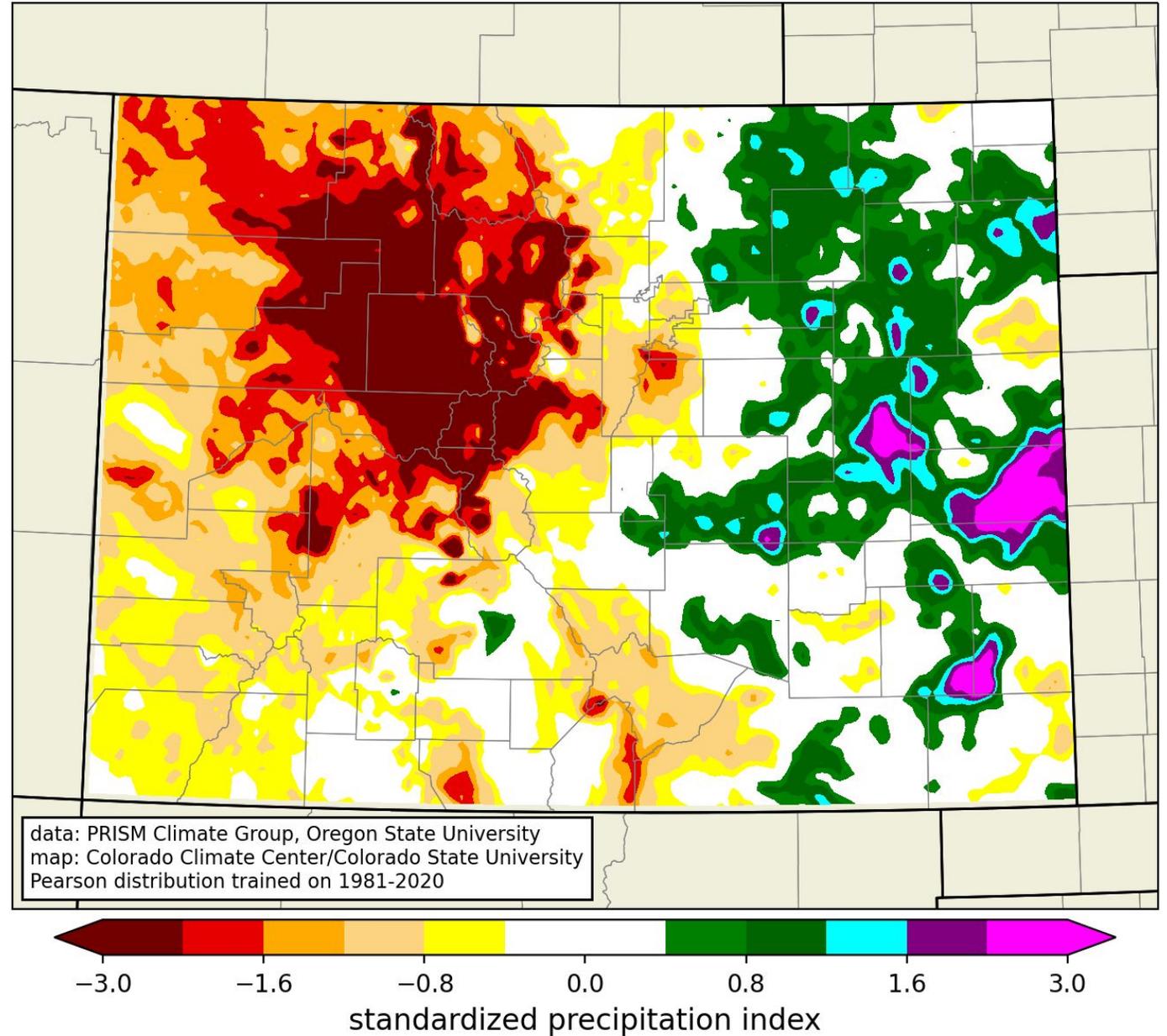
January 2026 statewide average temperature rankings and temperature anomalies across different timescales. From NOAA's Climate at a Glance

Period	Value	1901-2000 Mean	Anomaly	Rank (1895-2026)
January 2026 1-Month	28.8°F (-1.8°C)	23.7°F (-4.6°C)	5.1°F (2.8°C)	116th Coldest
				17th Warmest
Dec 2025–Jan 2026 2-Month	32.0°F (0.0°C)	24.5°F (-4.2°C)	7.5°F (4.2°C)	130th Coldest
				2nd Warmest
Nov 2025–Jan 2026 3-Month	35.0°F (1.7°C)	27.5°F (-2.5°C)	7.5°F (4.2°C)	131st Coldest
				1st Warmest
Oct 2025–Jan 2026 4-Month	38.6°F (3.7°C)	32.3°F (0.2°C)	6.3°F (3.5°C)	131st Coldest
				1st Warmest
Sep 2025–Jan 2026 5-Month	42.8°F (6.0°C)	37.3°F (2.9°C)	5.5°F (3.1°C)	131st Coldest
				1st Warmest
Aug 2025–Jan 2026 6-Month	46.9°F (8.3°C)	41.9°F (5.5°C)	5.0°F (2.8°C)	131st Coldest
				1st Warmest
Jul 2025–Jan 2026 7-Month	50.1°F (10.1°C)	45.5°F (7.5°C)	4.6°F (2.6°C)	131st Coldest
				1st Warmest
Jun 2025–Jan 2026 8-Month	51.9°F (11.1°C)	47.5°F (8.6°C)	4.4°F (2.4°C)	131st Coldest
				1st Warmest
May 2025–Jan 2026 9-Month	51.9°F (11.1°C)	48.0°F (8.9°C)	3.9°F (2.2°C)	131st Coldest
				1st Warmest
Apr 2025–Jan 2026 10-Month	51.2°F (10.7°C)	47.4°F (8.6°C)	3.8°F (2.1°C)	131st Coldest
				1st Warmest
Mar 2025–Jan 2026 11-Month	50.1°F (10.1°C)	46.2°F (7.9°C)	3.9°F (2.2°C)	131st Coldest
				1st Warmest
Feb 2025–Jan 2026 12-Month	48.5°F (9.2°C)	44.6°F (7.0°C)	3.9°F (2.2°C)	131st Coldest
				1st Warmest
Aug 2024–Jan 2026 18-Month	47.2°F (8.4°C)	43.7°F (6.5°C)	3.5°F (1.9°C)	130th Coldest
				1st Warmest
Feb 2024–Jan 2026 24-Month	47.9°F (8.8°C)	44.6°F (7.0°C)	3.3°F (1.8°C)	130th Coldest
				1st Warmest

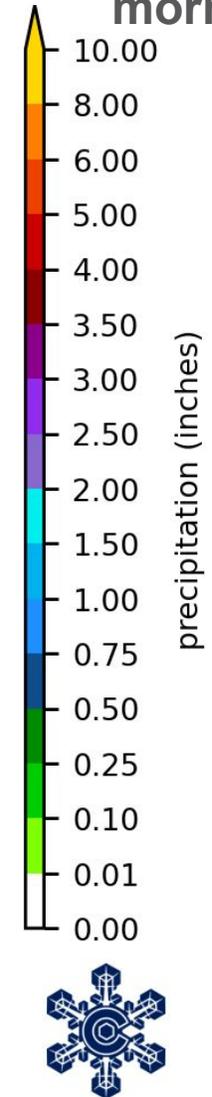
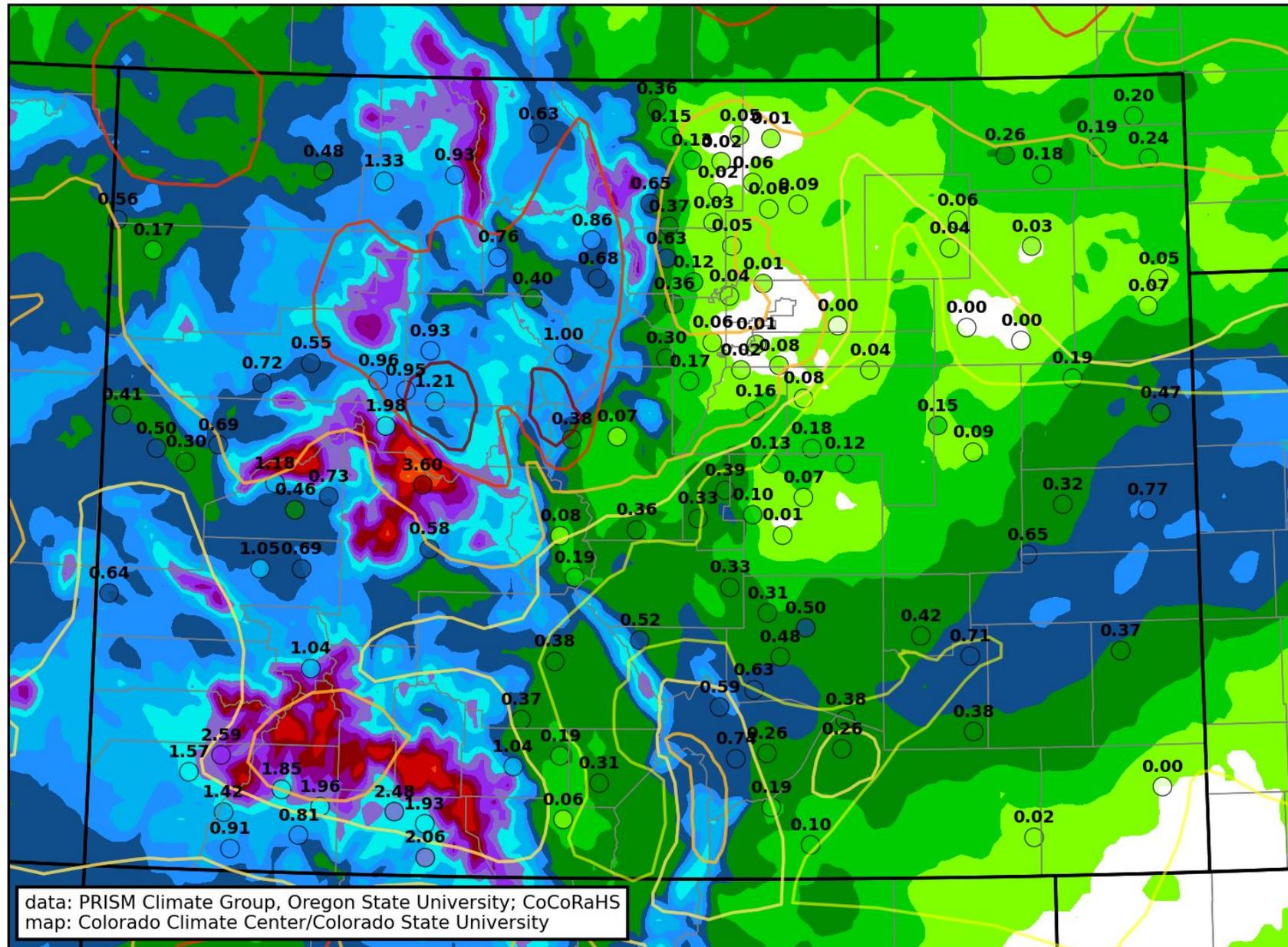


Standardized Precipitation Index over 360 days

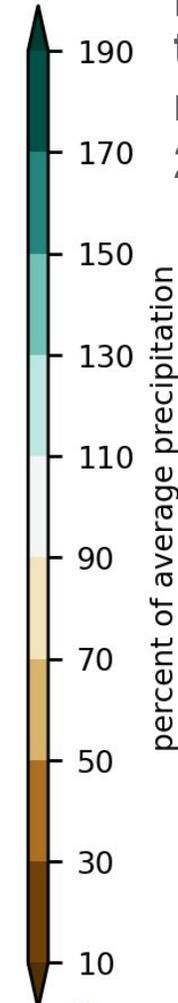
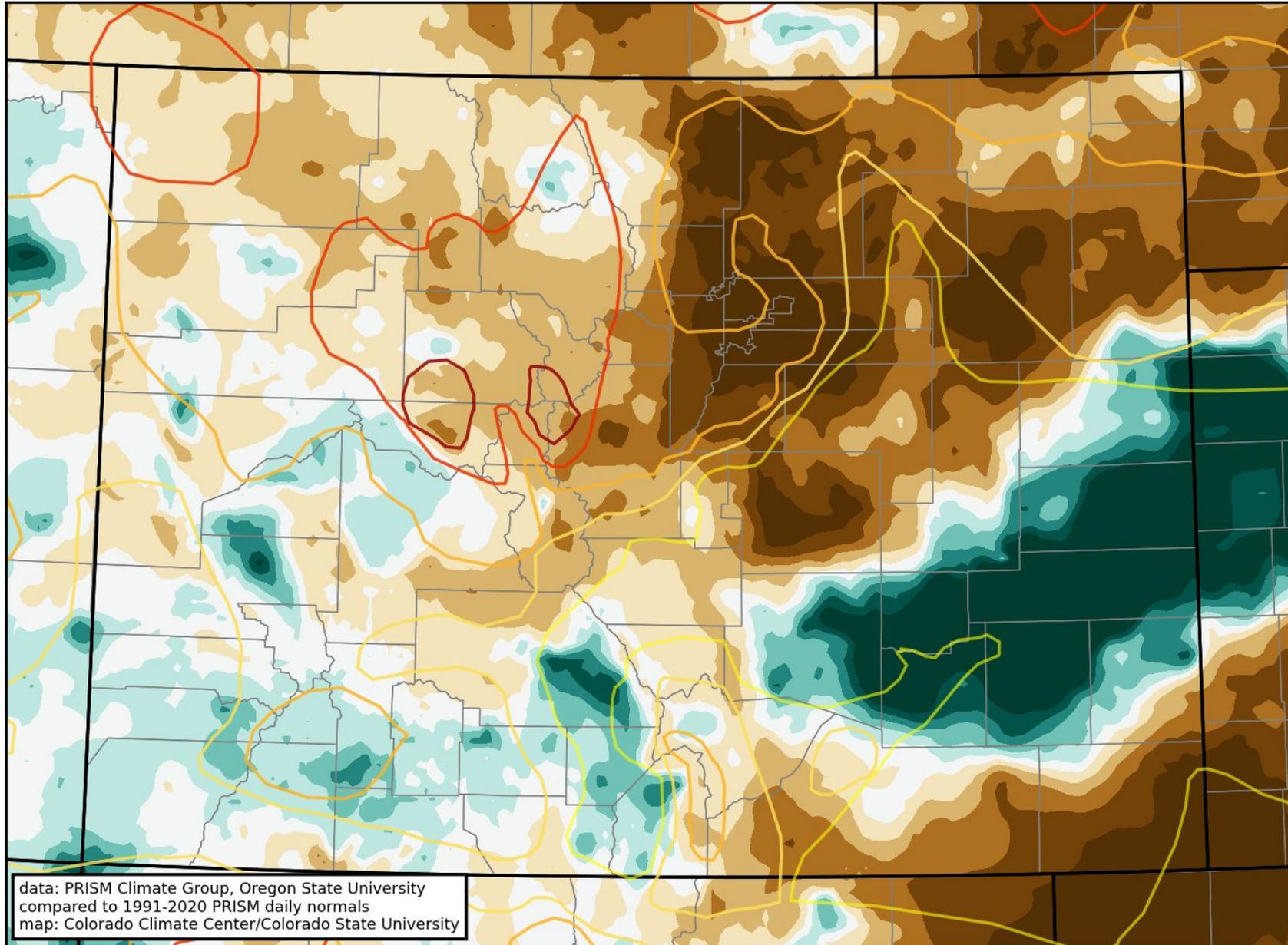
A large area of western Colorado has had near-record low precipitation over the last year



February precipitation through Monday morning (23rd)



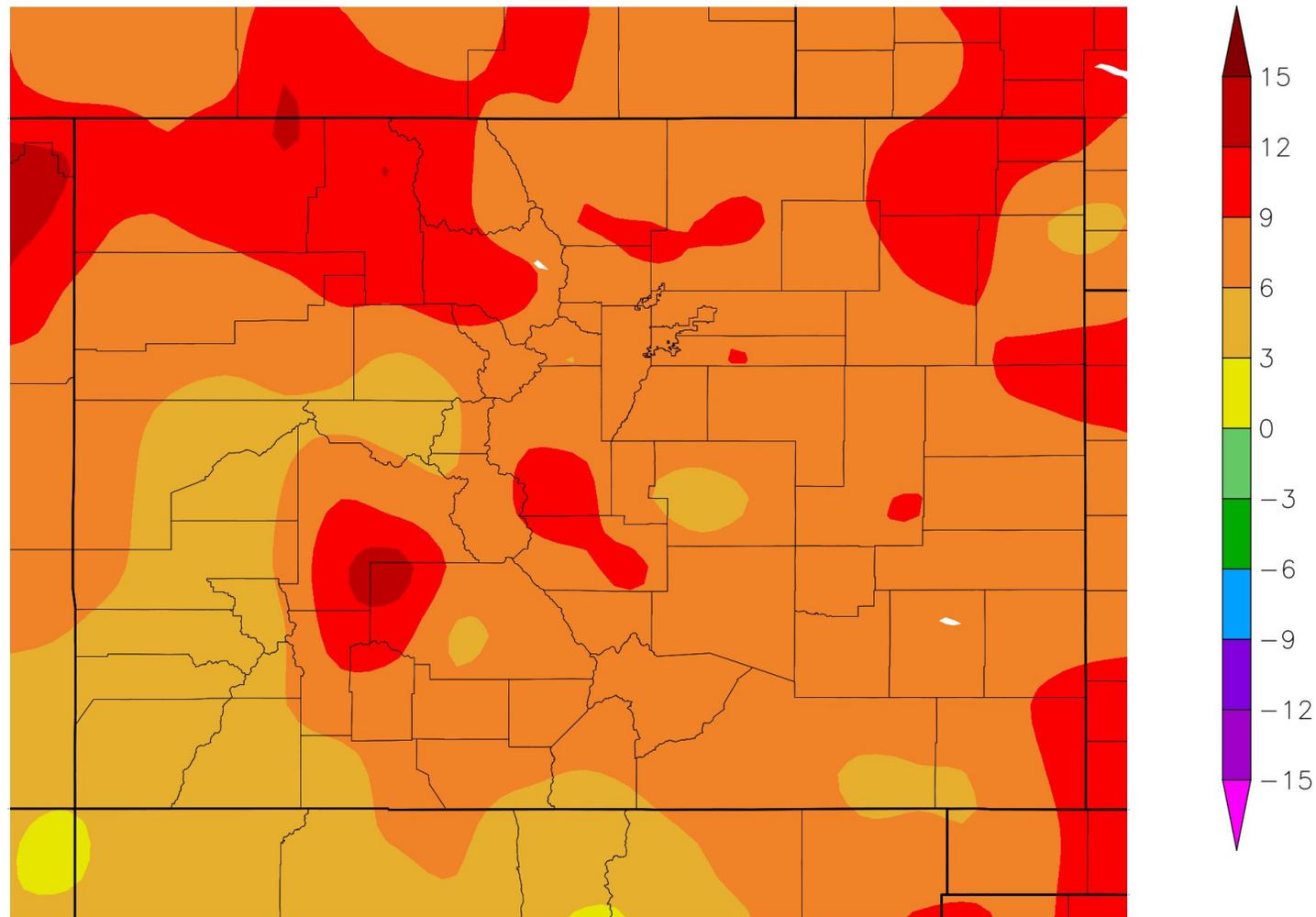
February percent of normal precipitation through the morning of the 23rd



Departure from Normal Temperature (F) 2/1/2026 – 2/23/2026

**February departure
from normal
temperature through
the 23rd**

**Yet another very warm
month to date, with
more warmth on the
way to close out the
month**

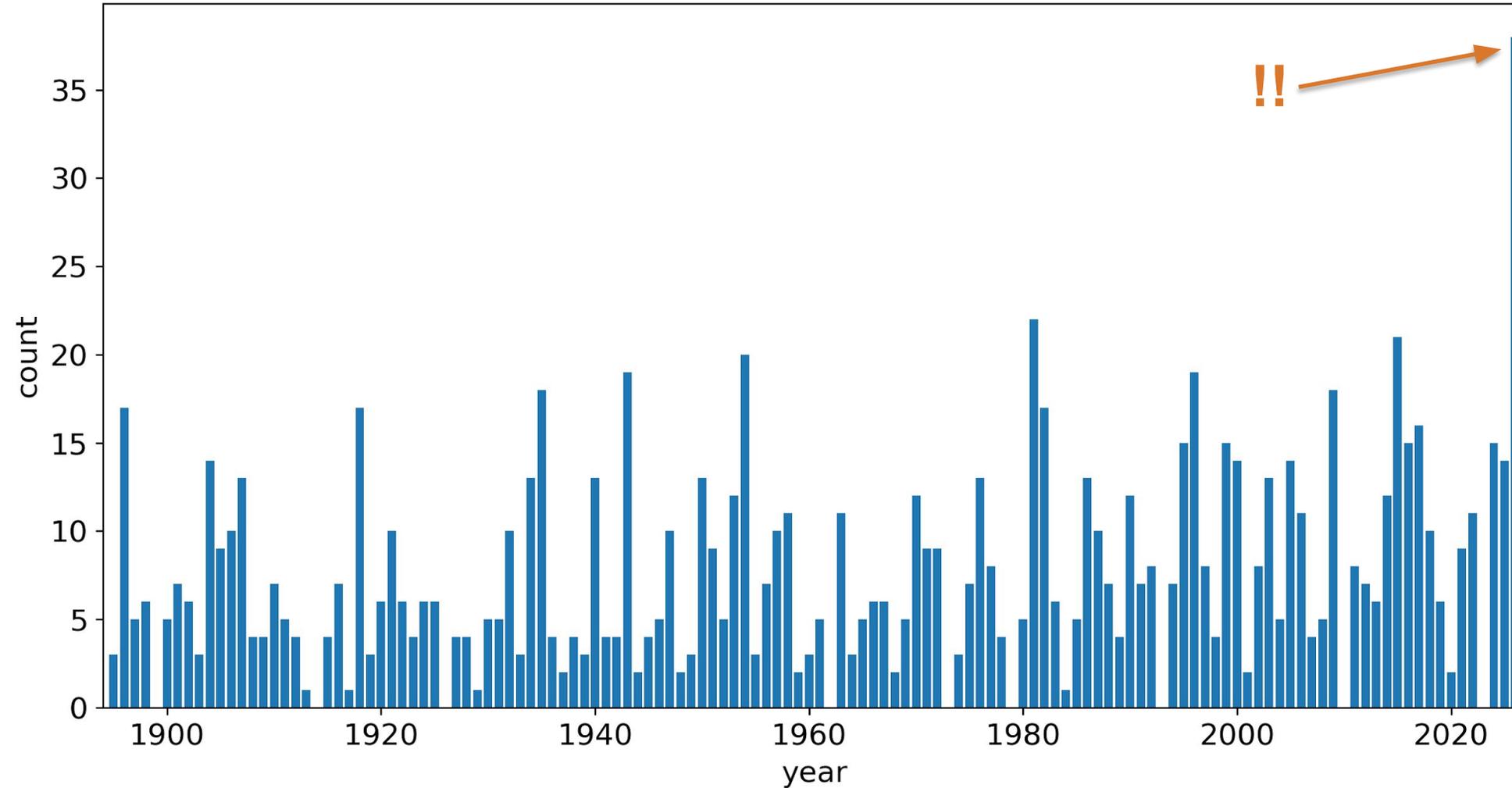


Generated 2/24/2026 using provisional data.

ACIS Web Services



Fort Collins number of days with TMAX $\geq 60^{\circ}\text{F}$, December through February



Fort Collins has recorded 38 60°F days this winter

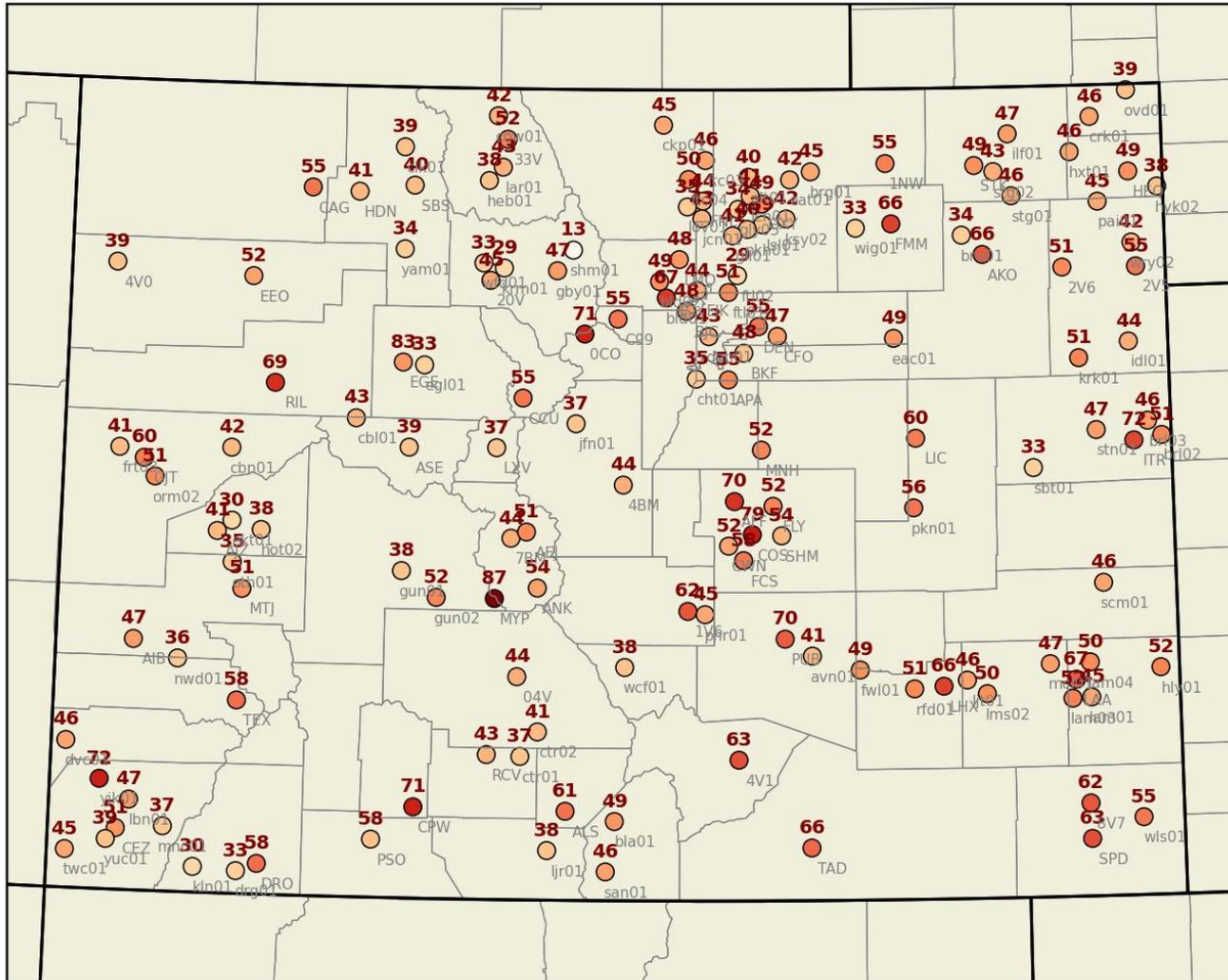
Previous high was 22 (1980-81)

The remaining days in the month are all forecast to be 60 or above (five more)



Strong winds on the 17th and 18th

Colorado ASOS, CoAgMET, Northern Water max wind gusts (mph): 17-18 February 2026



US



THE COLORADO SUN



NEWS: TRANSPORTATION

5 killed, 29 injured in 36-vehicle pileup on Interstate 25 near Pueblo

Heavy winds and blowing dirt at the time of the crash caused “brown out conditions” and low to no visibility for some drivers, Colorado State Patrol says



Olivia Prentzel

12:42 PM MST on Feb 17, 2026

Share

Original Reporting | The Trust Project

Drought conditions

For some comparisons to the 1976-77 and 1980-81 winters, see our blog post:

<https://climate.colostate.edu/blog/index.php/2026/02/09/how-does-this-year-compare-to-the-snow-droughts-of-the-past/>



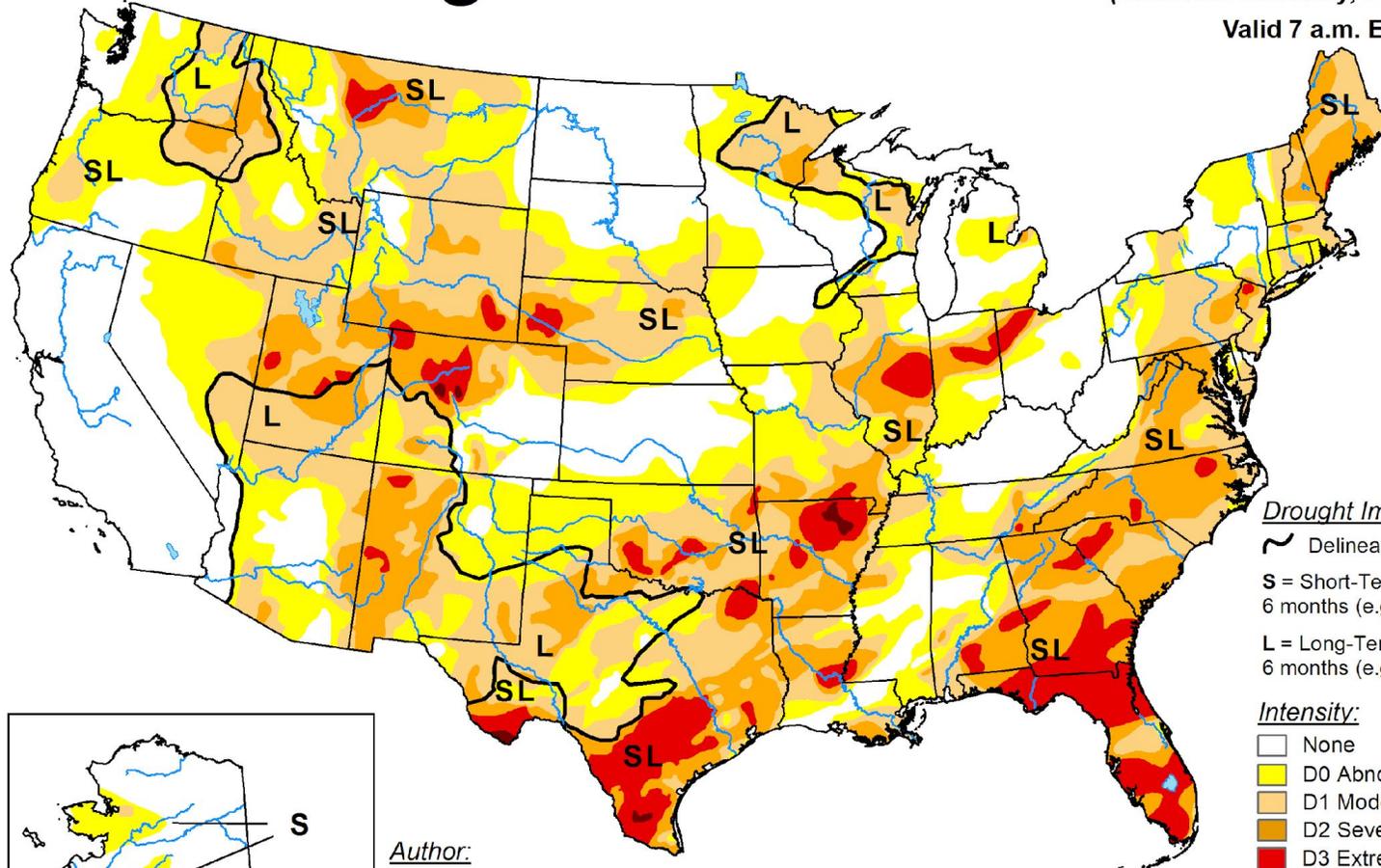
Photo from January 1981, approaching Dillon
Provided by Nolan Doesken



U.S. Drought Monitor

February 17, 2026
(Released Thursday, Feb. 19, 2026)

Valid 7 a.m. EST

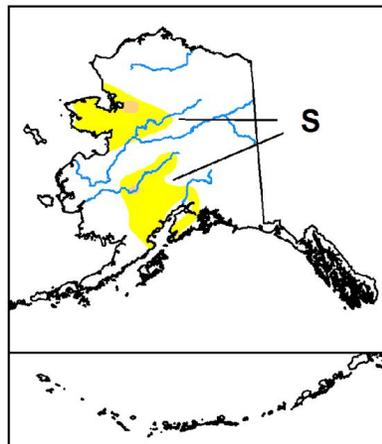


Drought Impact Types:

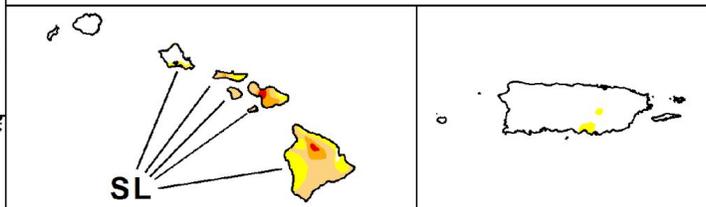
- ~ Delineates dominant impacts
- S = Short-Term, typically less than 6 months (e.g. agriculture, grasslands)
- L = Long-Term, typically greater than 6 months (e.g. hydrology, ecology)

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought



Author:
Richard Tinker
CPC/NOAA/NWS/NCEP



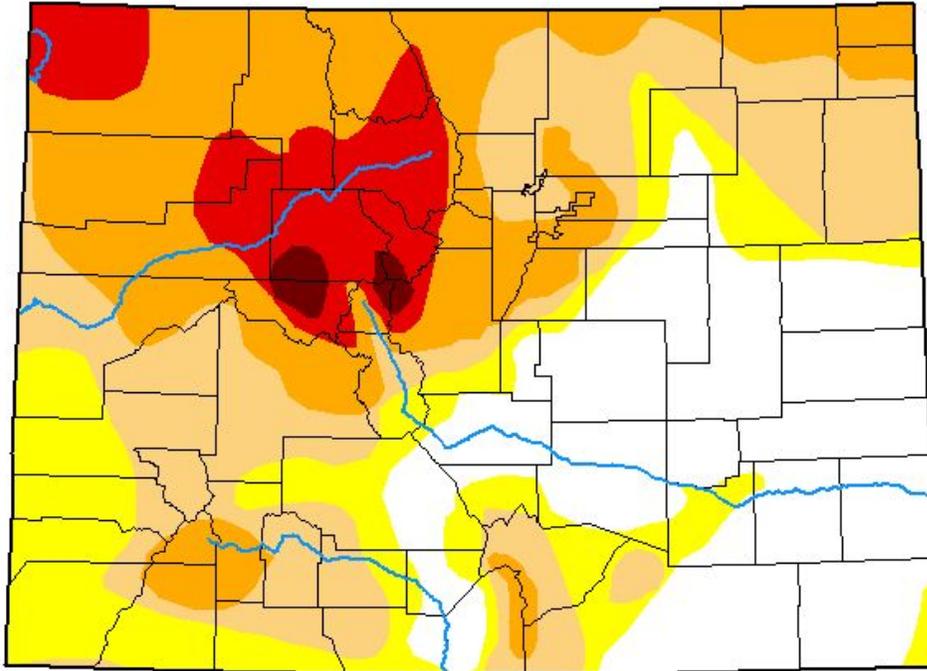
The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>



droughtmonitor.unl.edu

U.S. Drought Monitor Colorado

February 17, 2026
(Released Thursday, Feb. 19, 2026)
Valid 7 a.m. EST



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	27.24	72.76	55.70	31.98	9.20	0.83
Last Week 02-10-2026	26.60	73.40	55.70	31.66	9.20	0.83
3 Months Ago 11-18-2025	33.27	66.73	31.14	13.49	1.29	0.00
Start of Calendar Year 01-06-2026	25.96	74.04	46.22	15.77	4.35	0.67
Start of Water Year 09-30-2025	45.82	54.18	45.19	35.88	14.34	0.00
One Year Ago 02-18-2025	61.40	38.60	19.89	3.20	0.85	0.00

Intensity:



The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

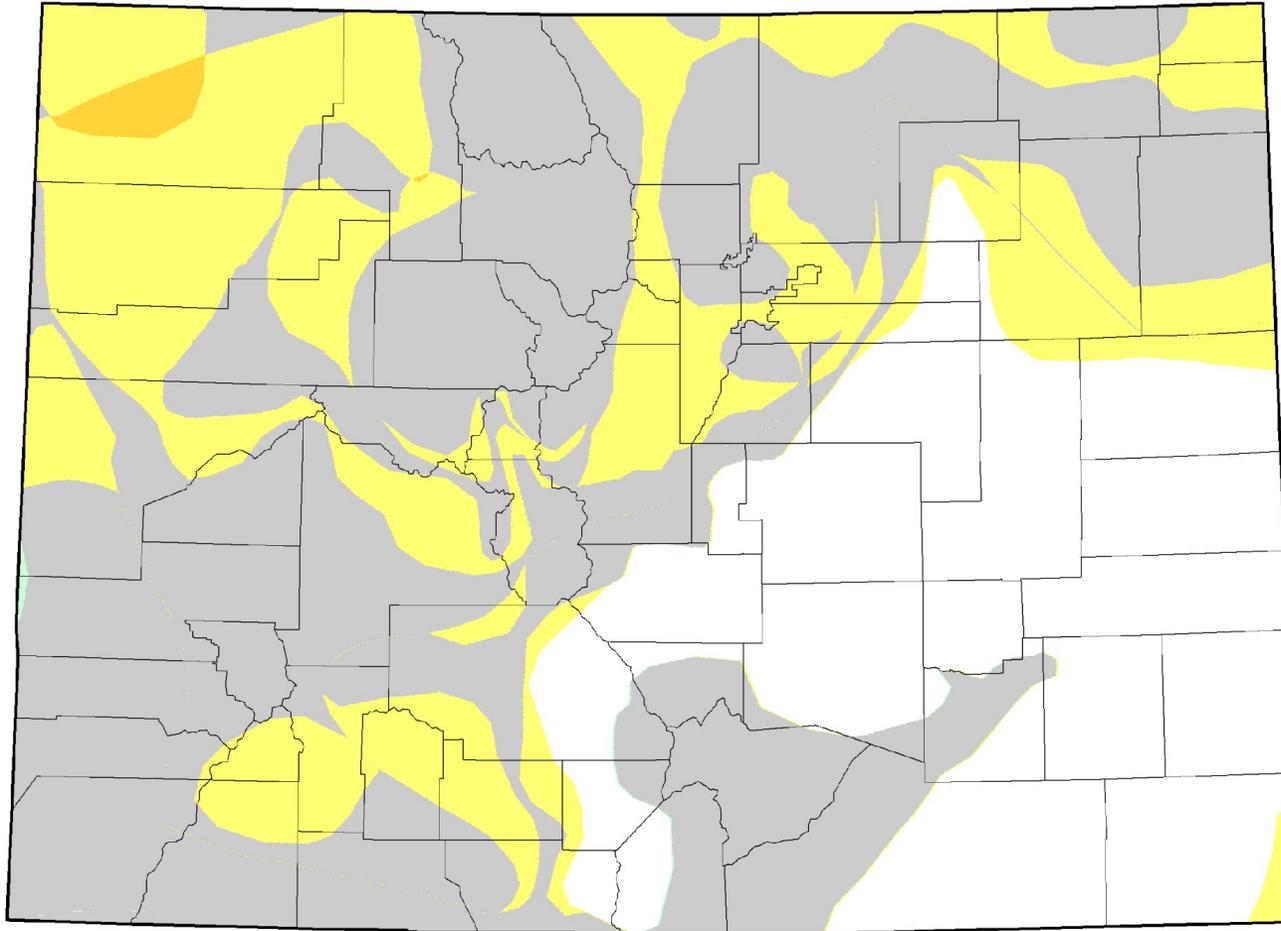
Richard Tinker
CPC/NOAA/NWS/NCEP



droughtmonitor.unl.edu

Change in the last 4 weeks

U.S. Drought Monitor Class Change - Colorado 4 Week



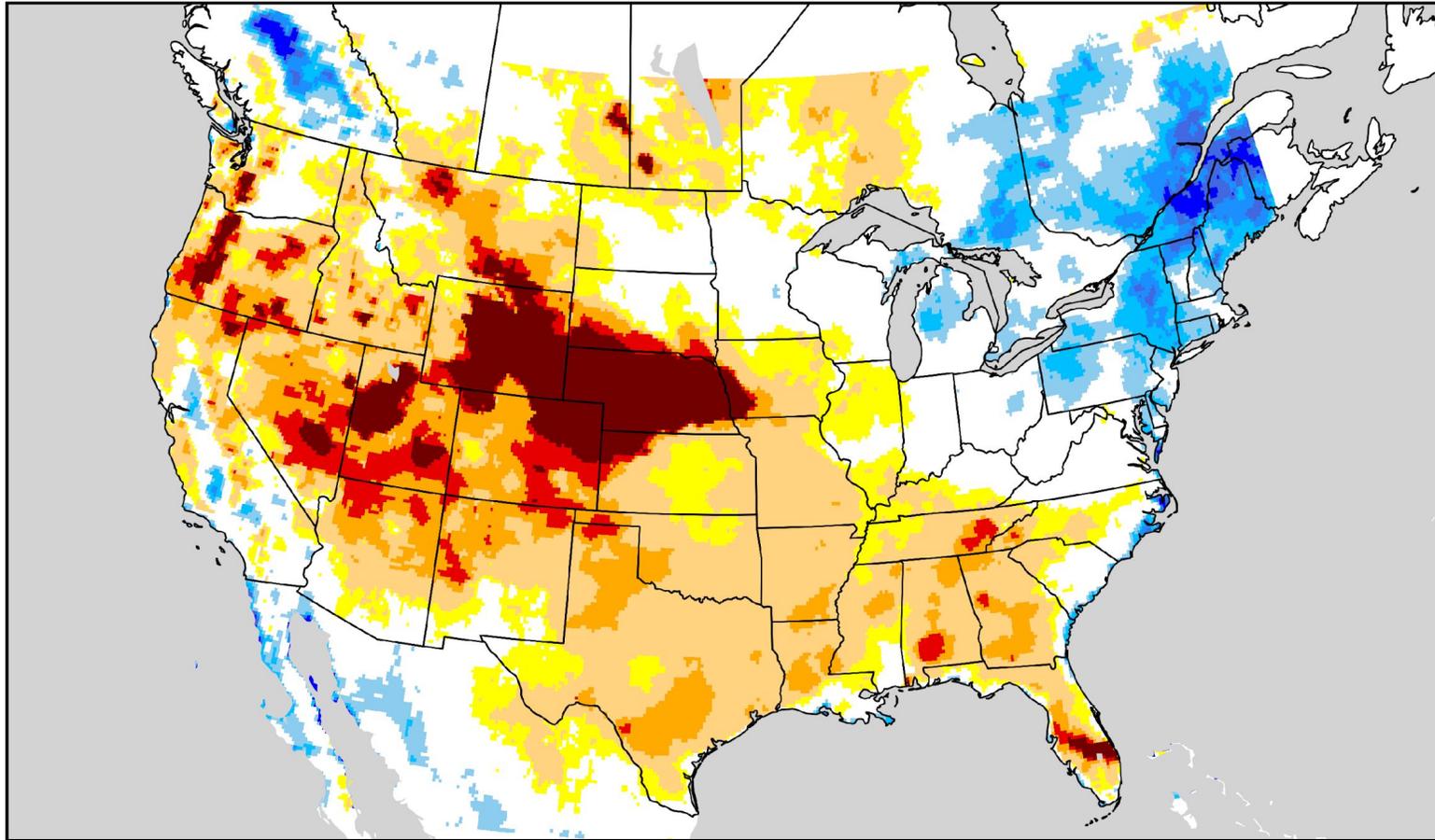
February 17, 2026
compared to
January 20, 2026

droughtmonitor.unl.edu



- 5 Class Degradation
- 4 Class Degradation
- 3 Class Degradation
- 2 Class Degradation
- 1 Class Degradation
- No Change
- 1 Class Improvement
- 2 Class Improvement
- 3 Class Improvement
- 4 Class Improvement
- 5 Class Improvement

3-month EDDI categories for February 18, 2026



Evaporative Demand Drought Index

Evaporative demand has been high across all of Colorado over the last 3 months, and especially in the northeast and northwest, driven by the record warmth

Drought categories

Wetness categories



100% 98% 95% 90% 80% 70% 30% 20% 10% 5% 2% 0%

(EDDI-percentile category breaks: 100% = driest; 0% = wettest)

Generated at NOAA/NWS/NCEP/Climate Prediction Center



Outlook



Critical Fire Weather This Week

February 23, 2026

5:18 PM

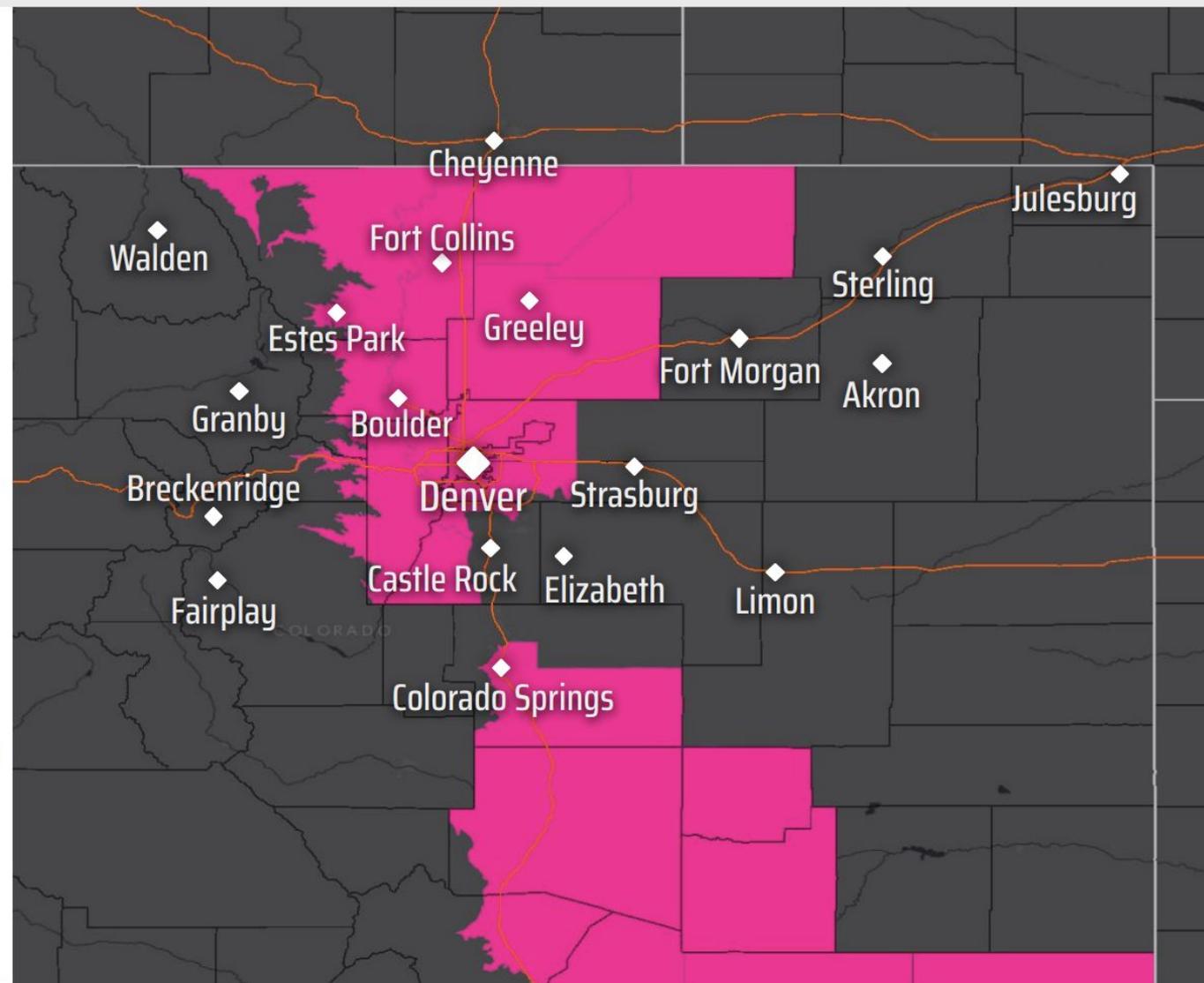
Red Flag Warning Issued for Tuesday

Key Messages

- Critical fire danger on Tuesday for the foothills, I-25 corridor, and the adjacent plains. Channels of stronger winds are possible where winds could gust to 45 mph.
- Potential for elevated to critical fire weather conditions Wednesday through Friday across the plains.

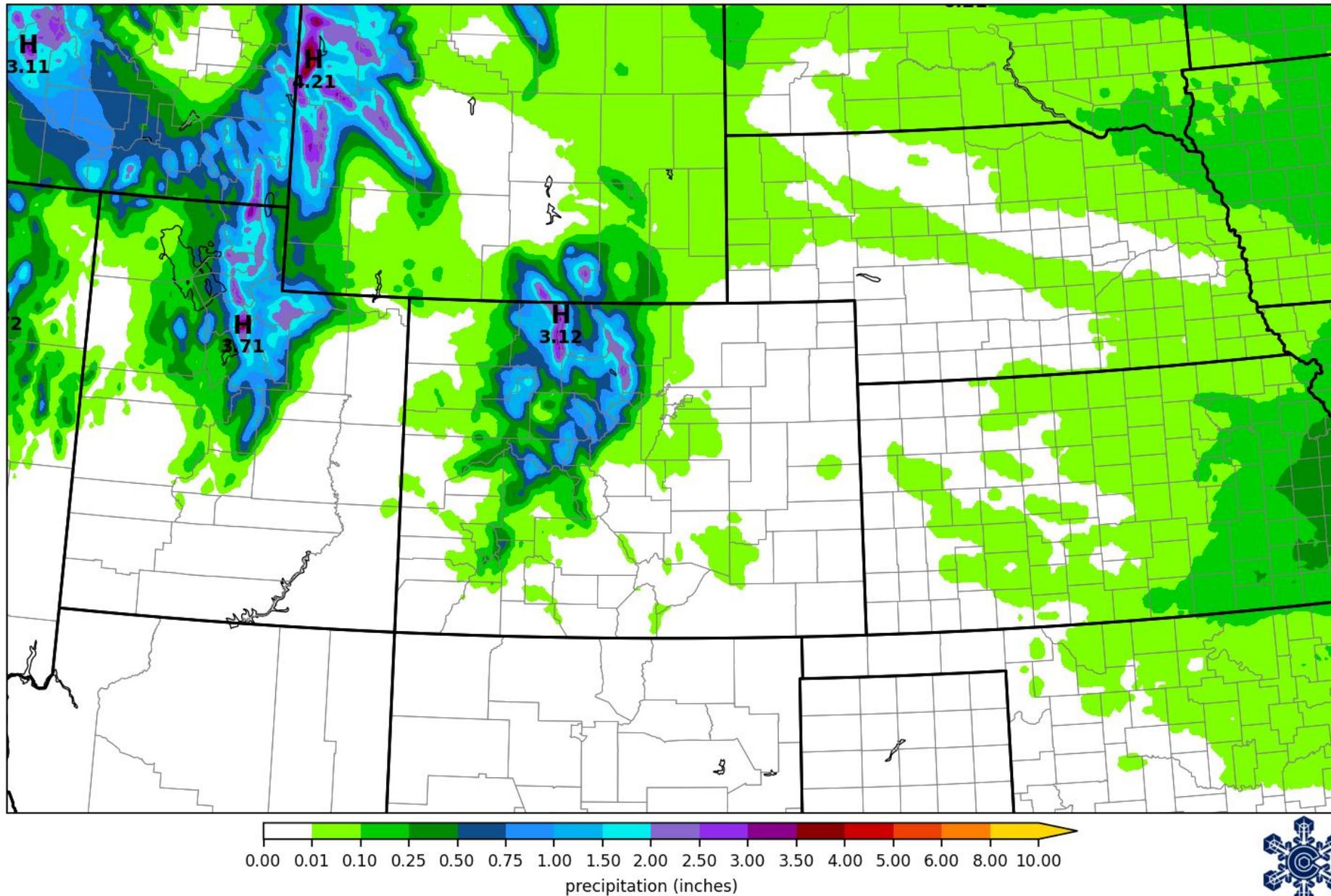
→ Red Flag Warning

- ◆ **WHEN:** 10 AM to 5 PM Tuesday
- ◆ **WHERE:** Foothills, I-25 Corridor, and adjacent plains
- ◆ **WHAT TO EXPECT:**
 - West winds 10-20 mph with gusts up to 30 mph. Isolated gusts up to 45 mph
 - RH of 10-15%
 - Critically Dry Fuels

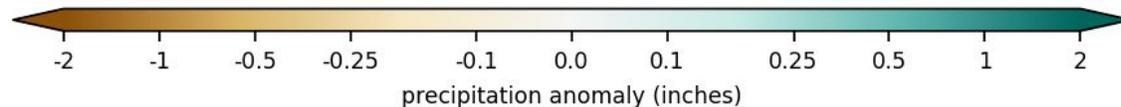
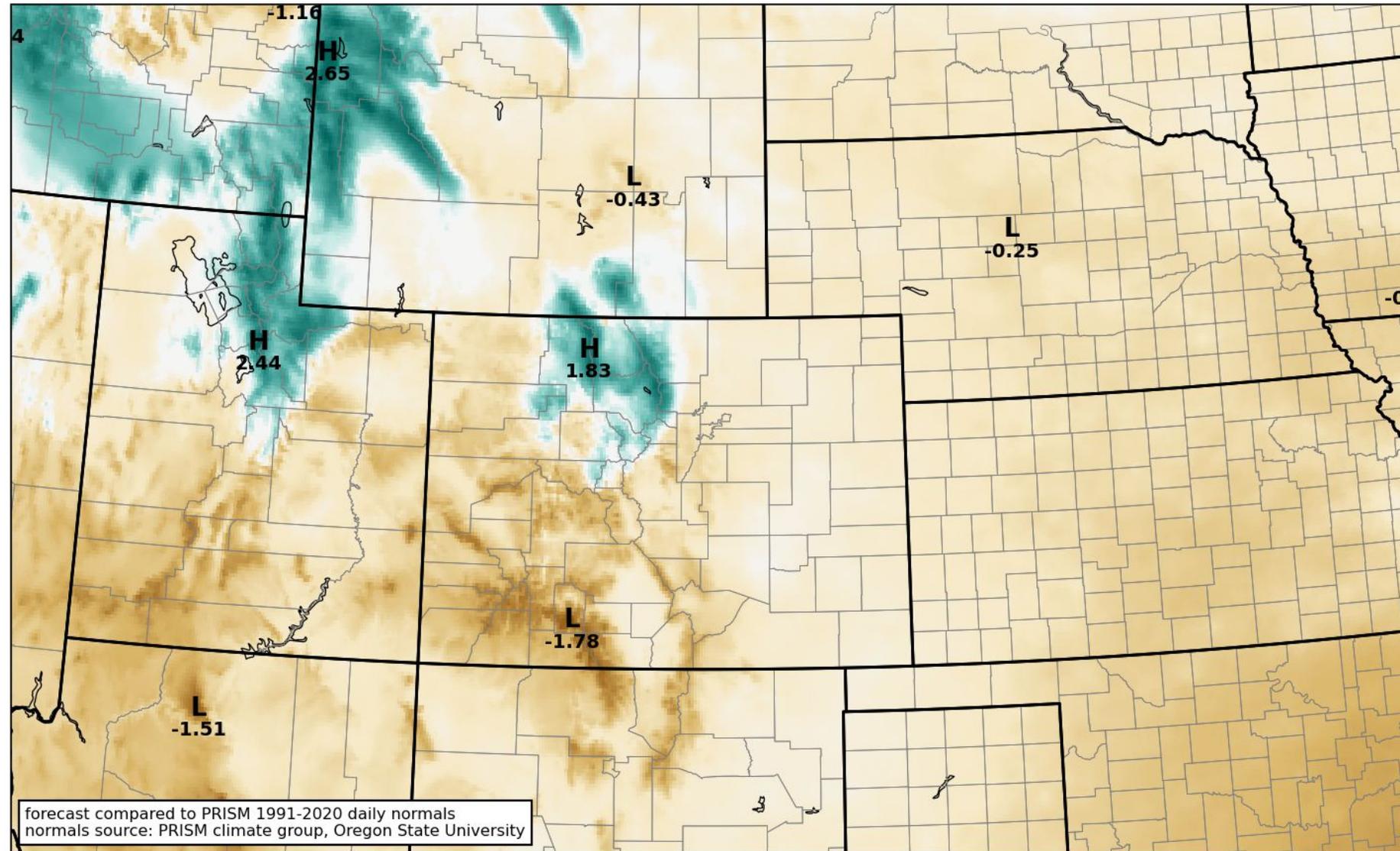


NOAA 7-day precipitation forecast

A decent-looking
snowstorm for the
northern mountains
the next two days;
largely dry to the
south and east

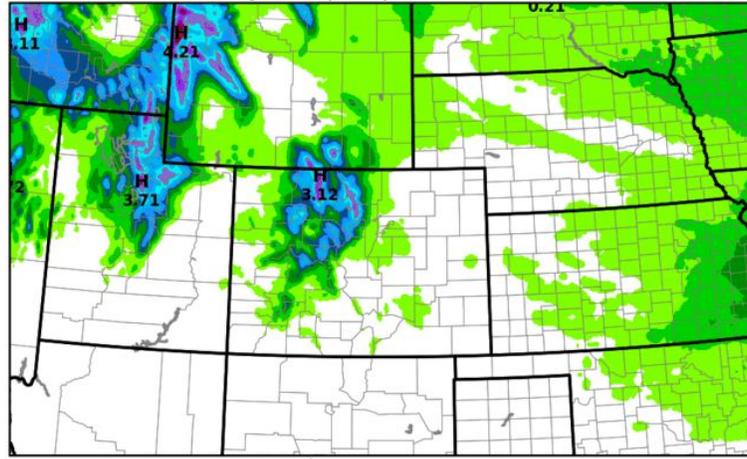


NOAA 7-day precipitation forecast (difference from average)

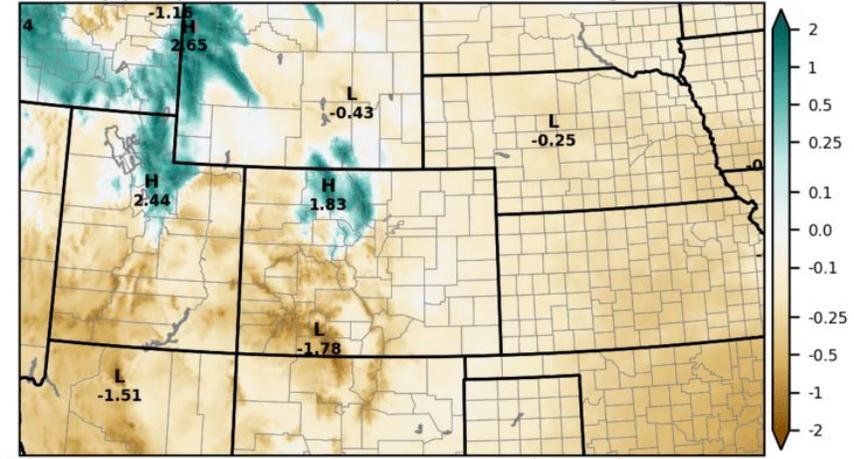


NOAA 7-day precipitation forecast

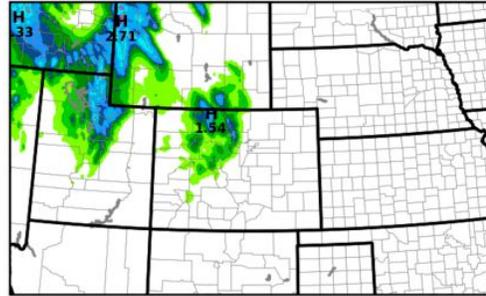
7-day total precipitation forecast



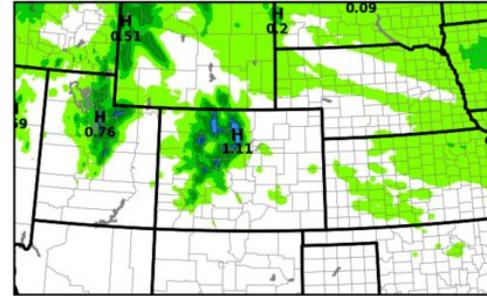
7-day precipitation forecast departure from average (inches)



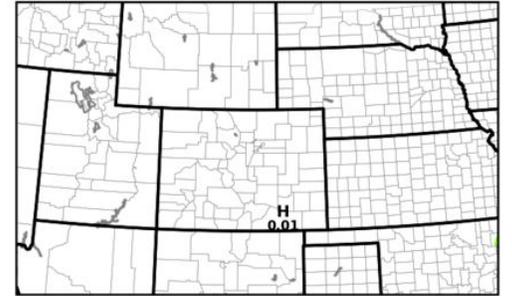
Day 1 Tue 24 Feb



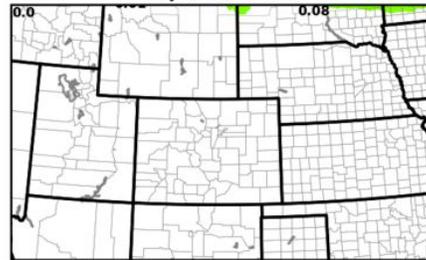
Day 2 Wed 25 Feb



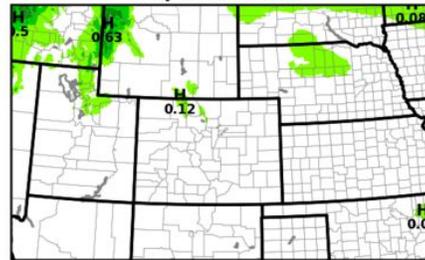
Day 3 Thu 26 Feb



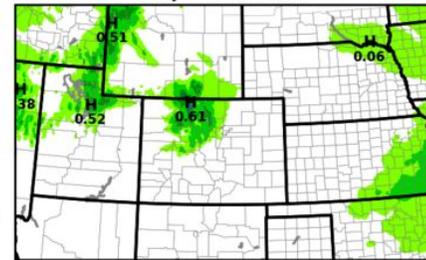
Day 4 Fri 27 Feb



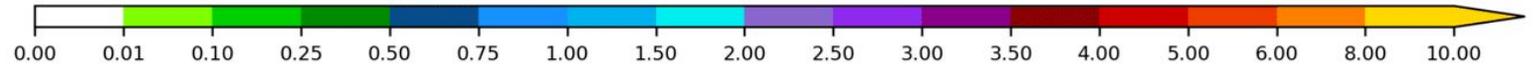
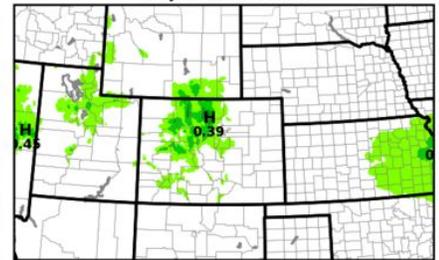
Day 5 Sat 28 Feb



Day 6 Sun 1 Mar



Day 7 Mon 2 Mar



forecast compared to PRISM 1991-2020 daily normals
normals source: PRISM climate group, Oregon State University

precipitation (inches)

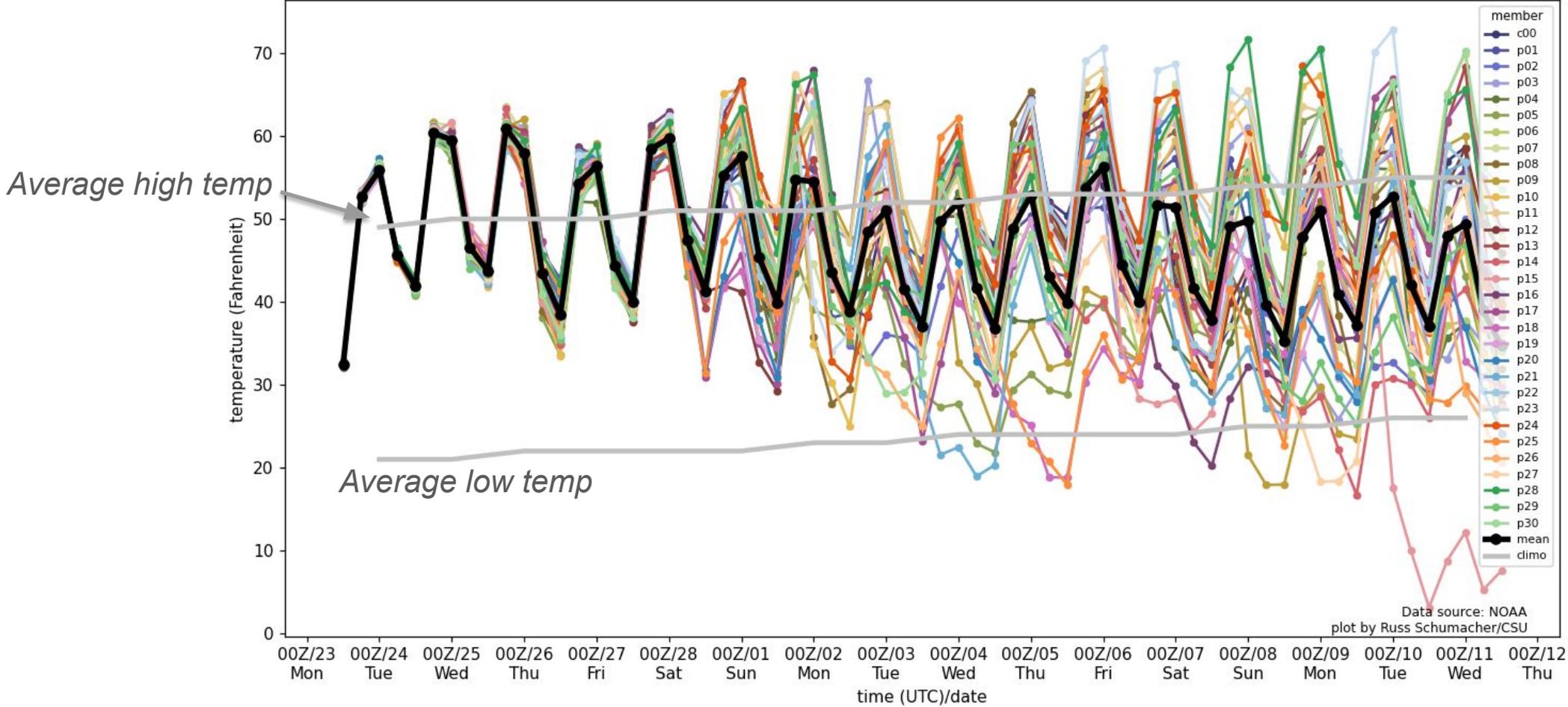


Quick-look maps on our drought page:

<https://climate.colostate.edu/drought/#outlook>

Much warmer than average for the rest of the week, and likely beyond

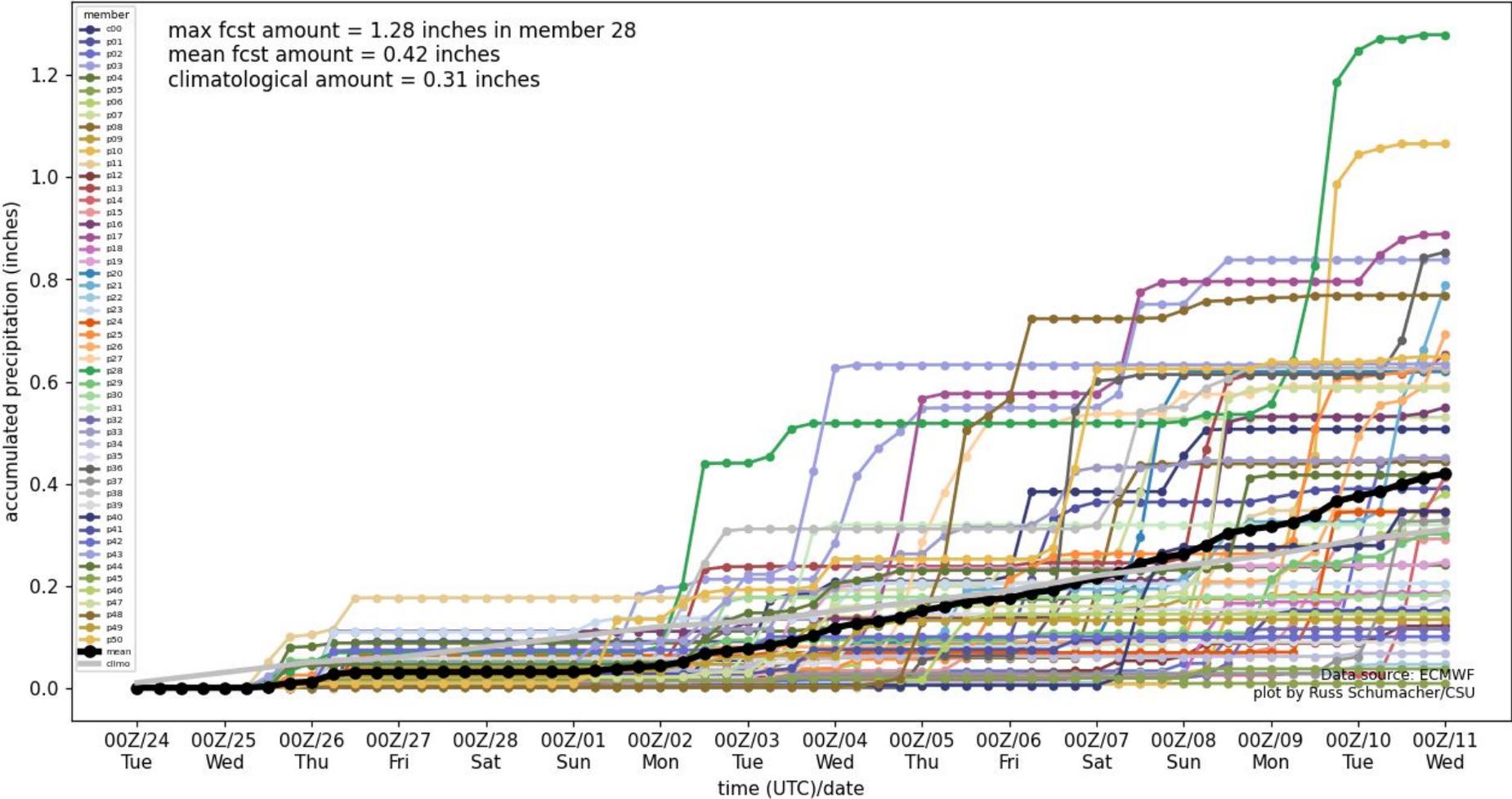
NCEP GEFS 2-m temperature at Denver
init: Monday 2026-02-23 1200 UTC



Precip chances on Eastern Plains start to increase in early March

ECMWF Ensemble Prediction System accumulated precipitation at Akron

init: Tuesday 2026-02-24 0000 UTC

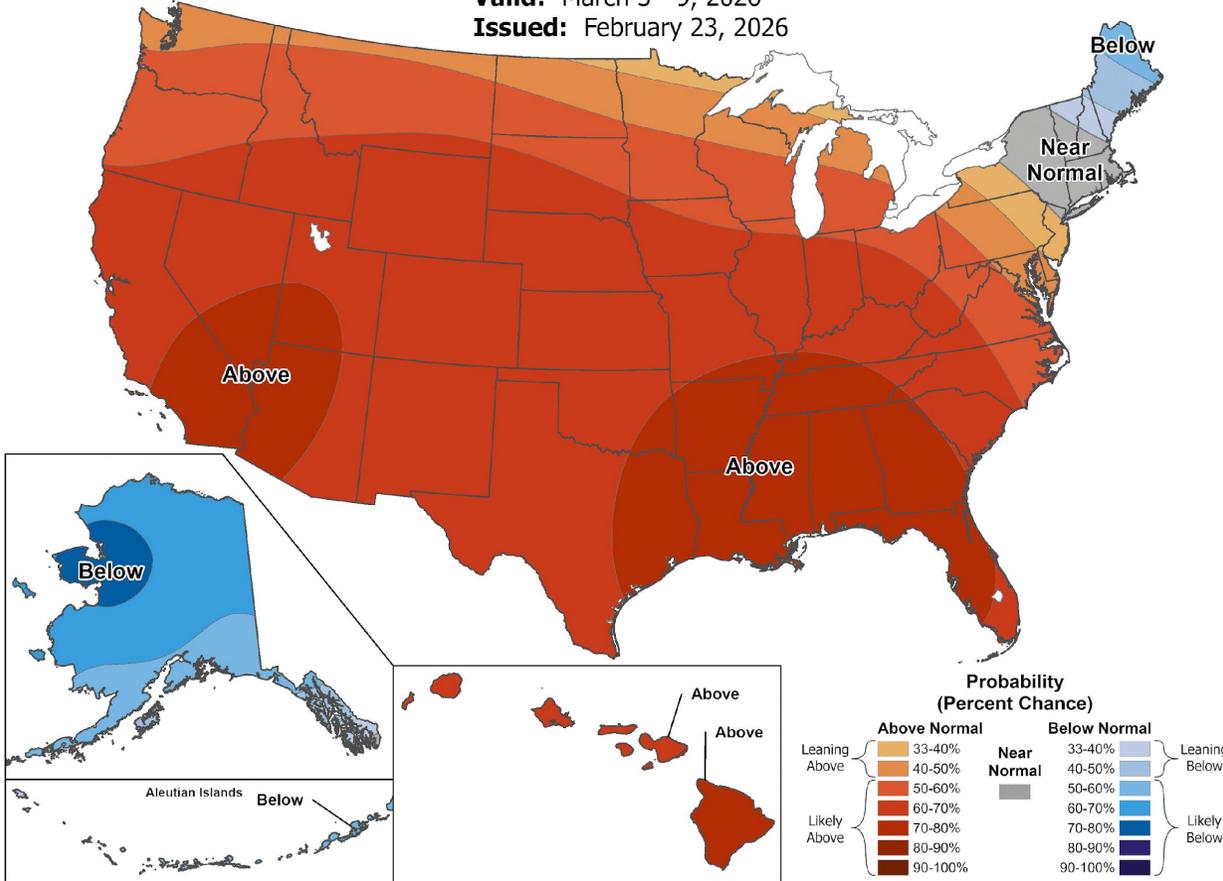


For the period from March 3-9, high confidence in above-average temperature, and the odds slightly tilted toward above-average precip



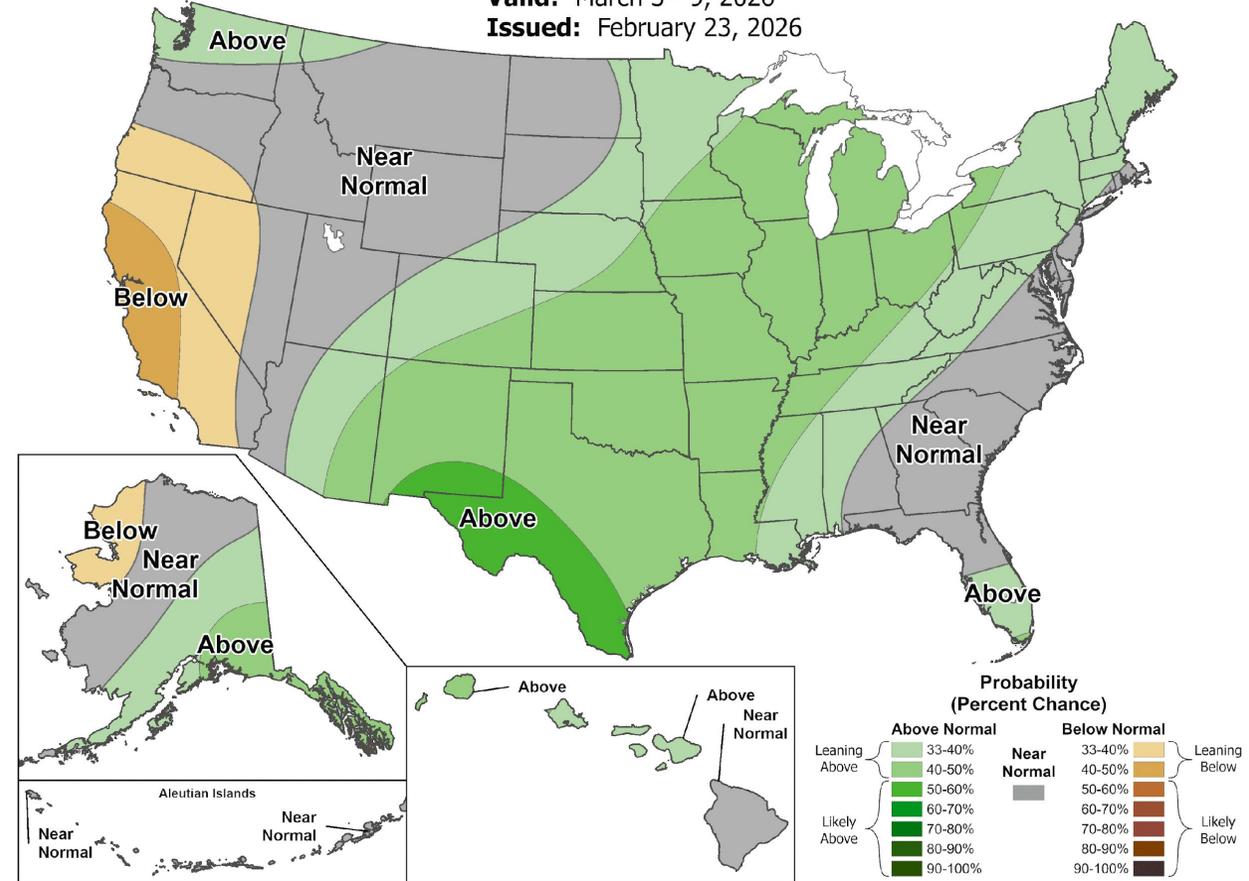
8-14 Day Temperature Outlook

Valid: March 3 - 9, 2026
Issued: February 23, 2026



8-14 Day Precipitation Outlook

Valid: March 3 - 9, 2026
Issued: February 23, 2026



Will the next 15 days be above, below, or near average precipitation?

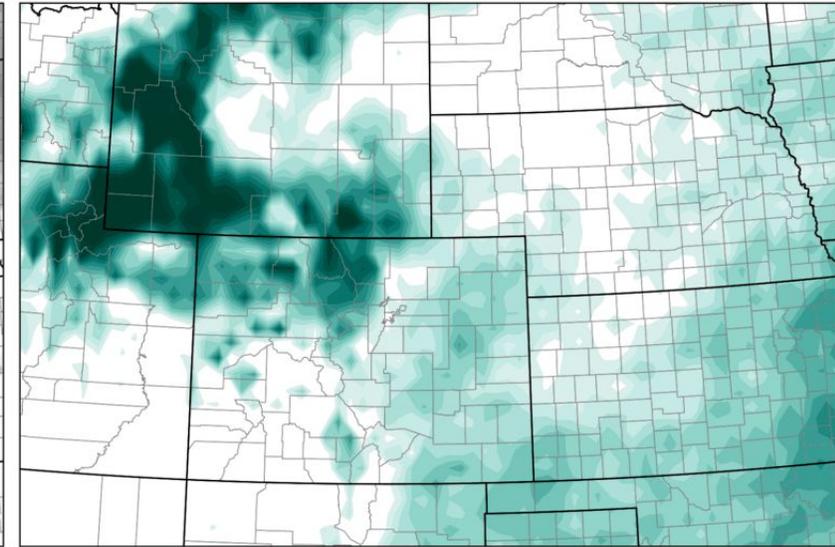
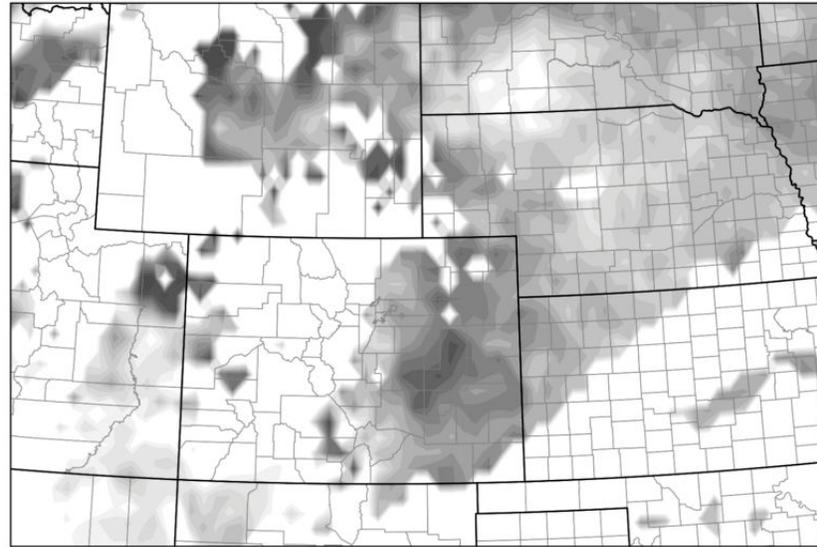
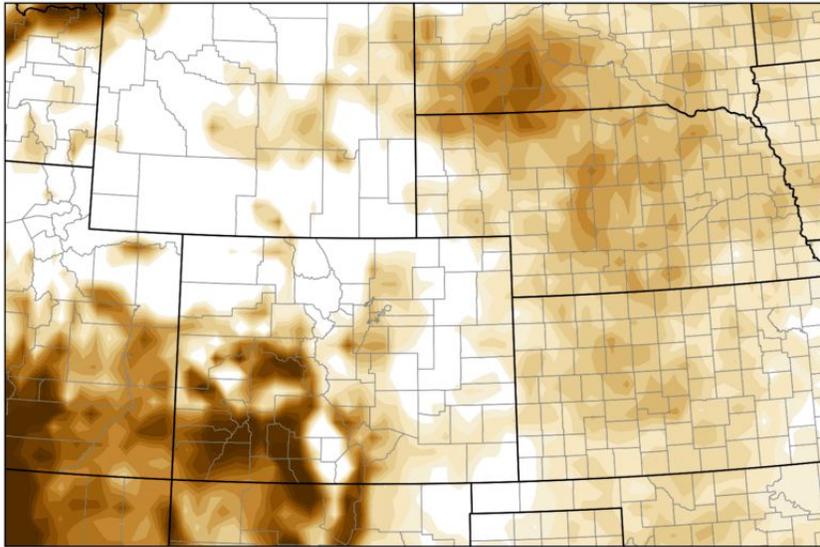
Out of 50 different model forecasts, how many are at least 0.1" above/below average, or within 0.1" of average

ECMWF Ensemble Prediction System
accumulated precipitation departure from average through 15 days (baseline: PRISM 1991-2020 daily normals)
percent of EPS members at least 0.1" below average

initialized 0000 UTC Tue 24 Feb 2026
360-h forecast valid 0000 UTC Wed 11 Mar 2026

percent of EPS members within 0.1" of average

percent of EPS members at least 0.1" above average



30 40 50 60 70 80 90

30 40 50 60 70 80 90

30 40 50 60 70 80 90

data: ECMWF; plot: Russ Schumacher, Colorado State Uni

Percent of members below average

Percent of members within 0.1"

Percent of members above avg

<https://schumacher.atmos.colostate.edu/weather/ecmwf.php>

La Niña is on its way out – possible that El Niño will emerge later this year

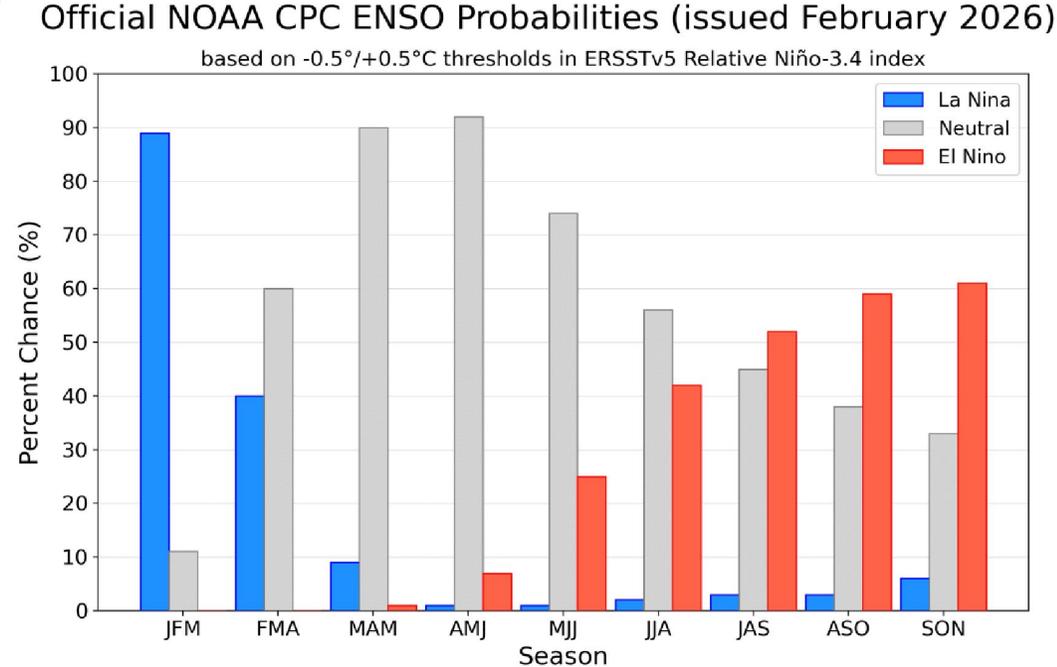


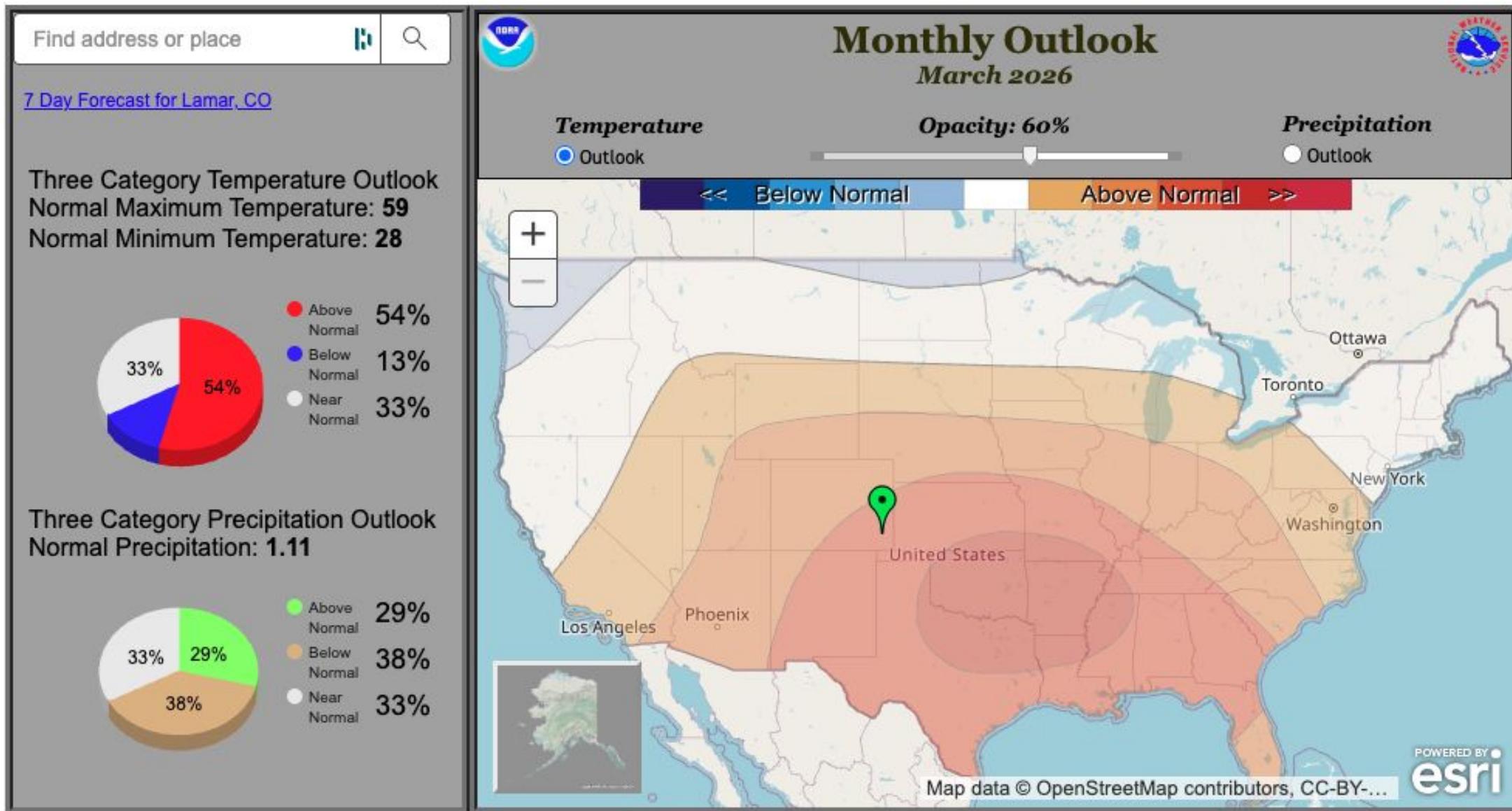
Figure 7. Official ENSO probabilities for the Niño 3.4 relative sea surface temperature index (5°N - 5°S , 120°W - 170°W). Figure updated 12 February 2026.

“A transition from La Niña to ENSO-neutral is expected in February-April 2026 (60% chance), with ENSO-neutral likely persisting through the Northern Hemisphere summer (56% chance in June-August 2026)”

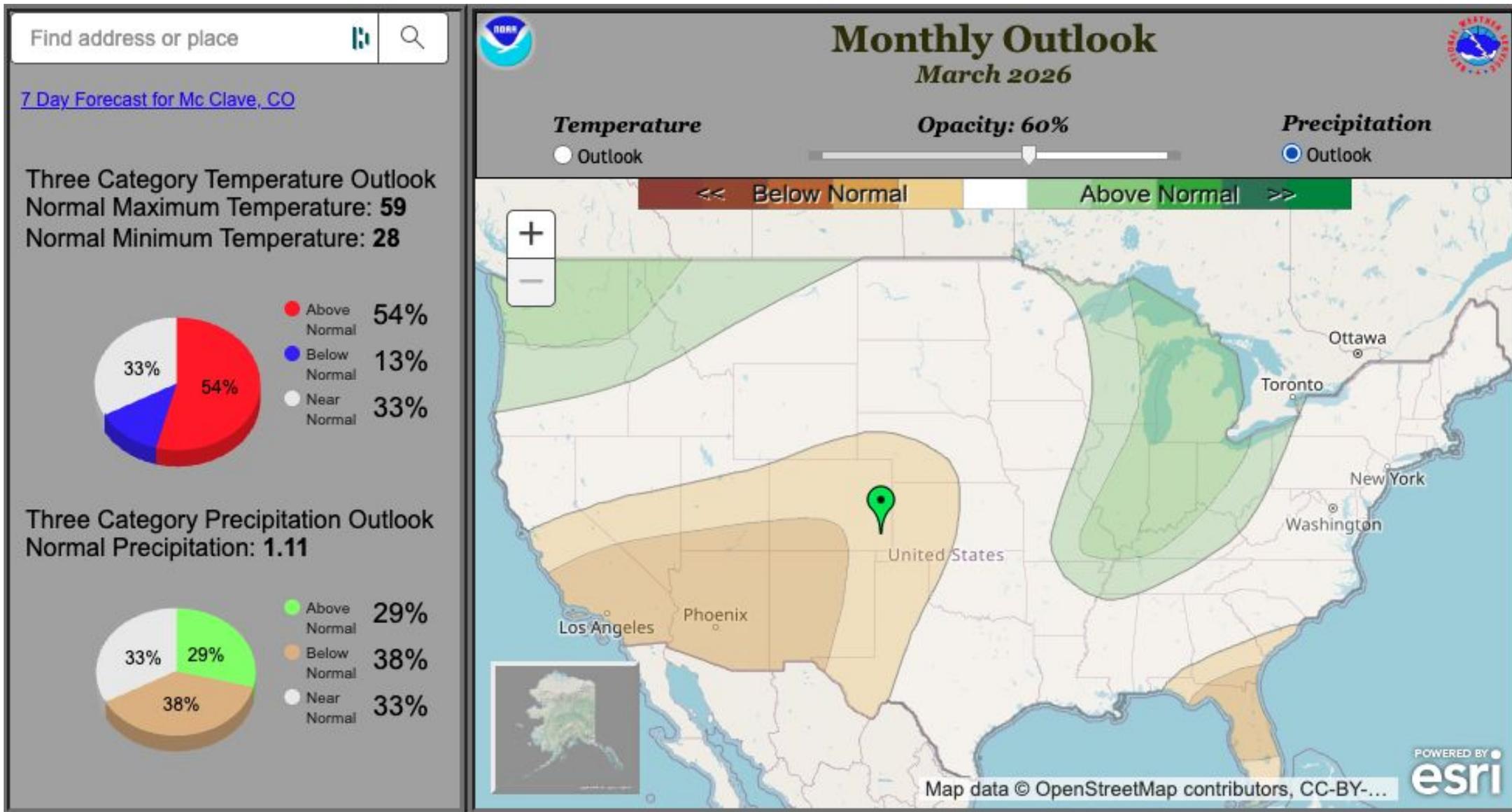
https://www.cpc.ncep.noaa.gov/products/analysis_monitoring/enso_advisory/ensodisc.shtml



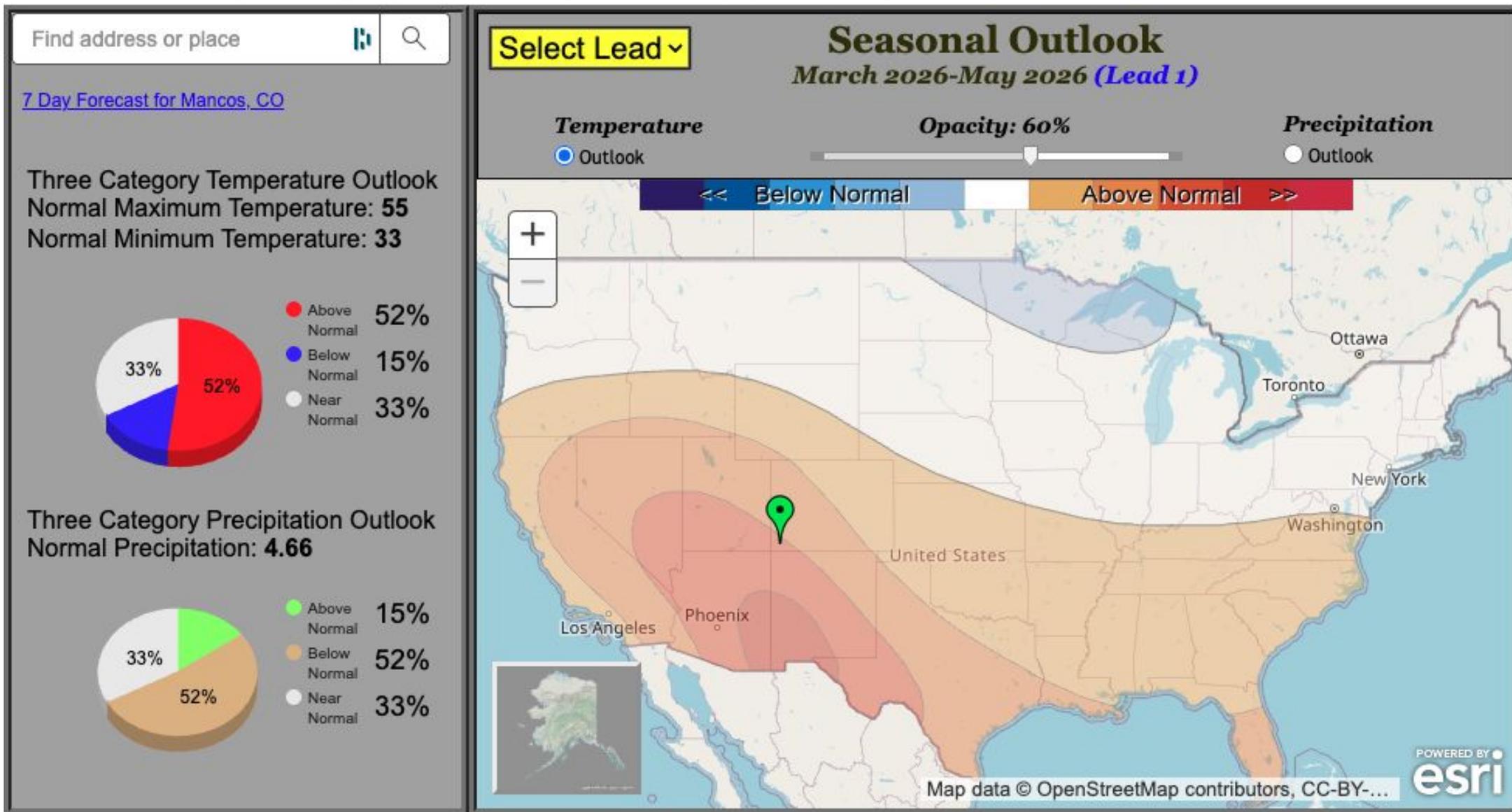
NOAA's March temperature outlook



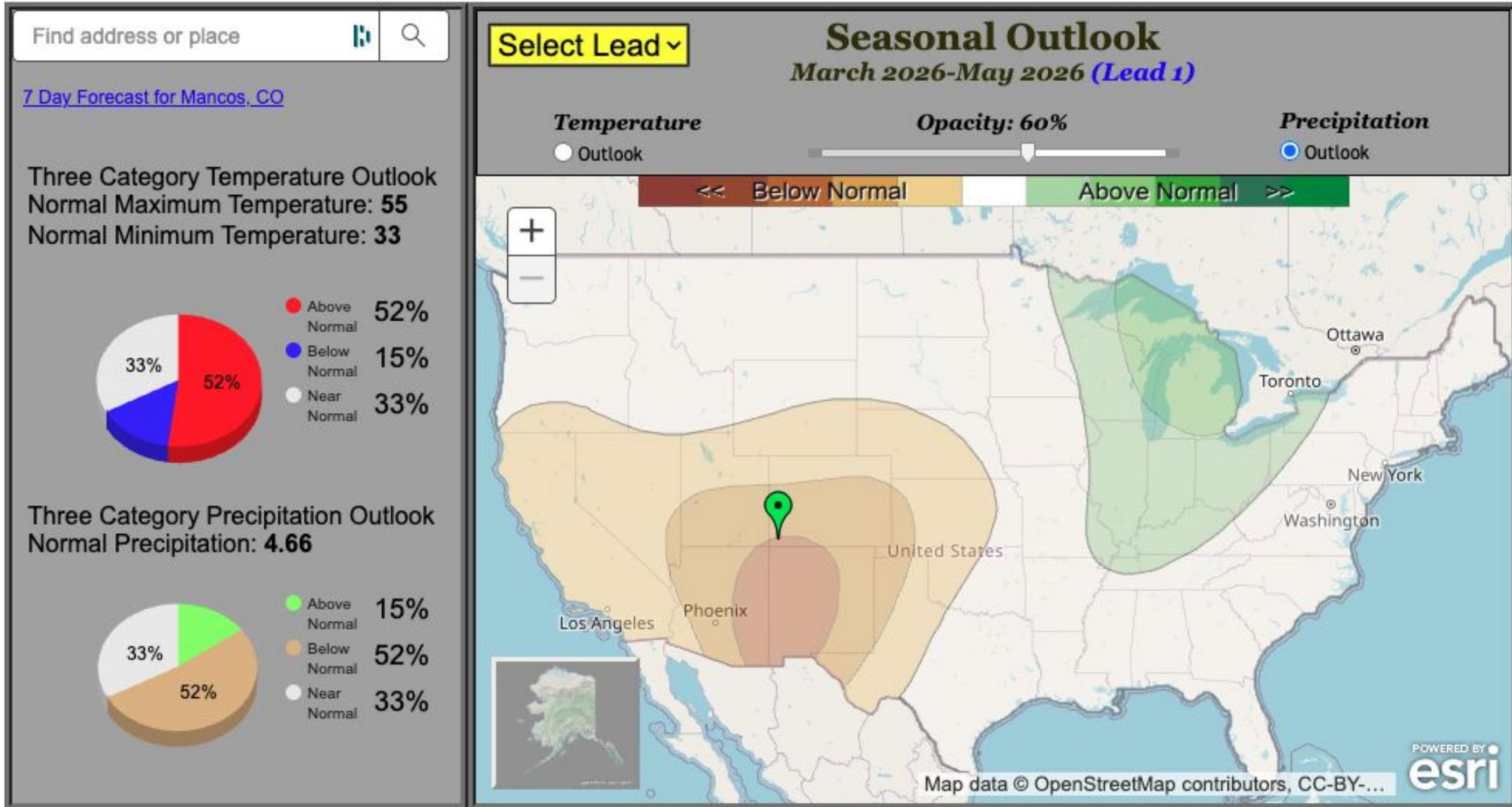
NOAA's March precipitation outlook



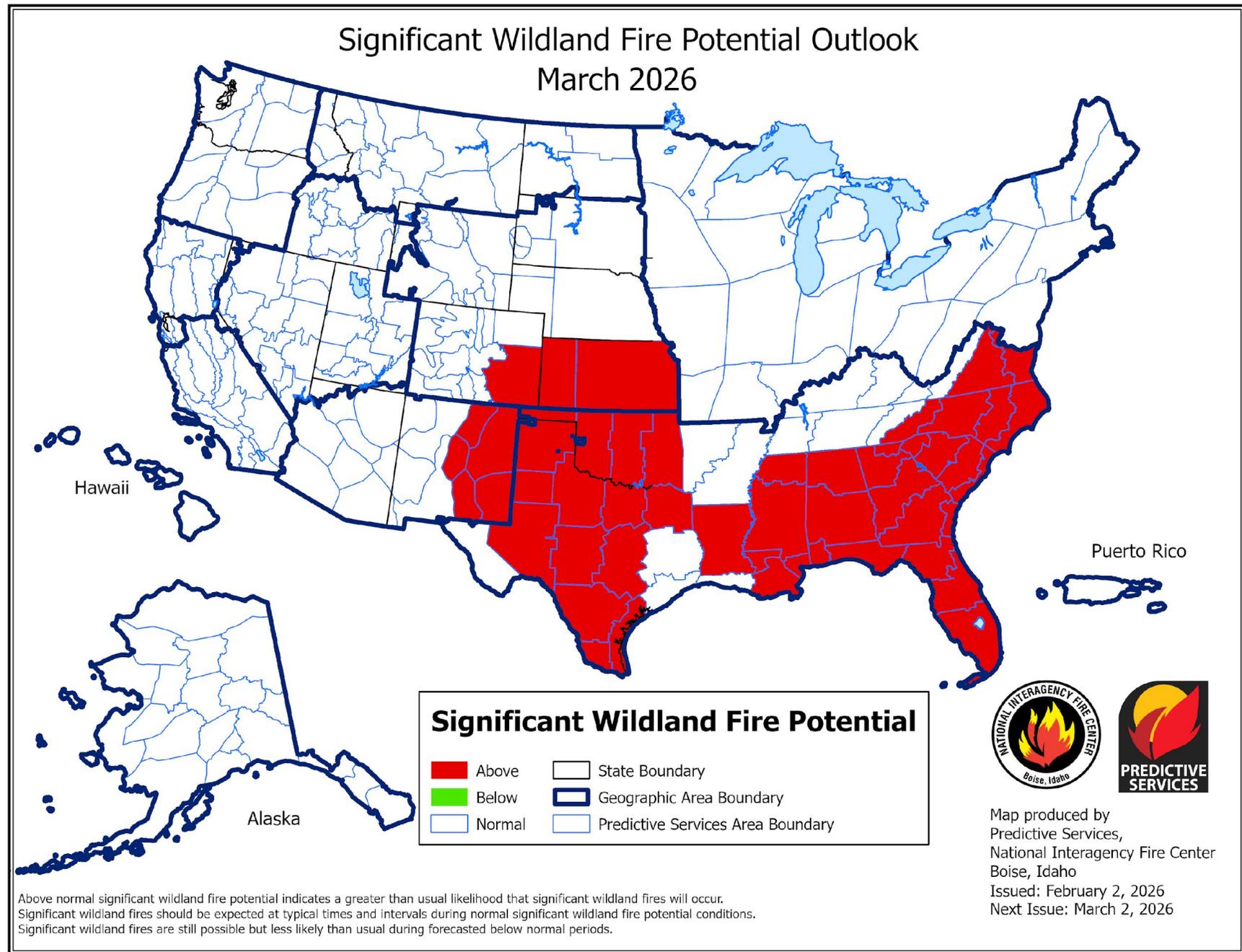
NOAA's spring (Mar-Apr-May) temperature outlook



NOAA's spring (Mar-Apr-May) precipitation outlook



USDA outlooks for wildfire potential show above average risk in southeast Colorado during March

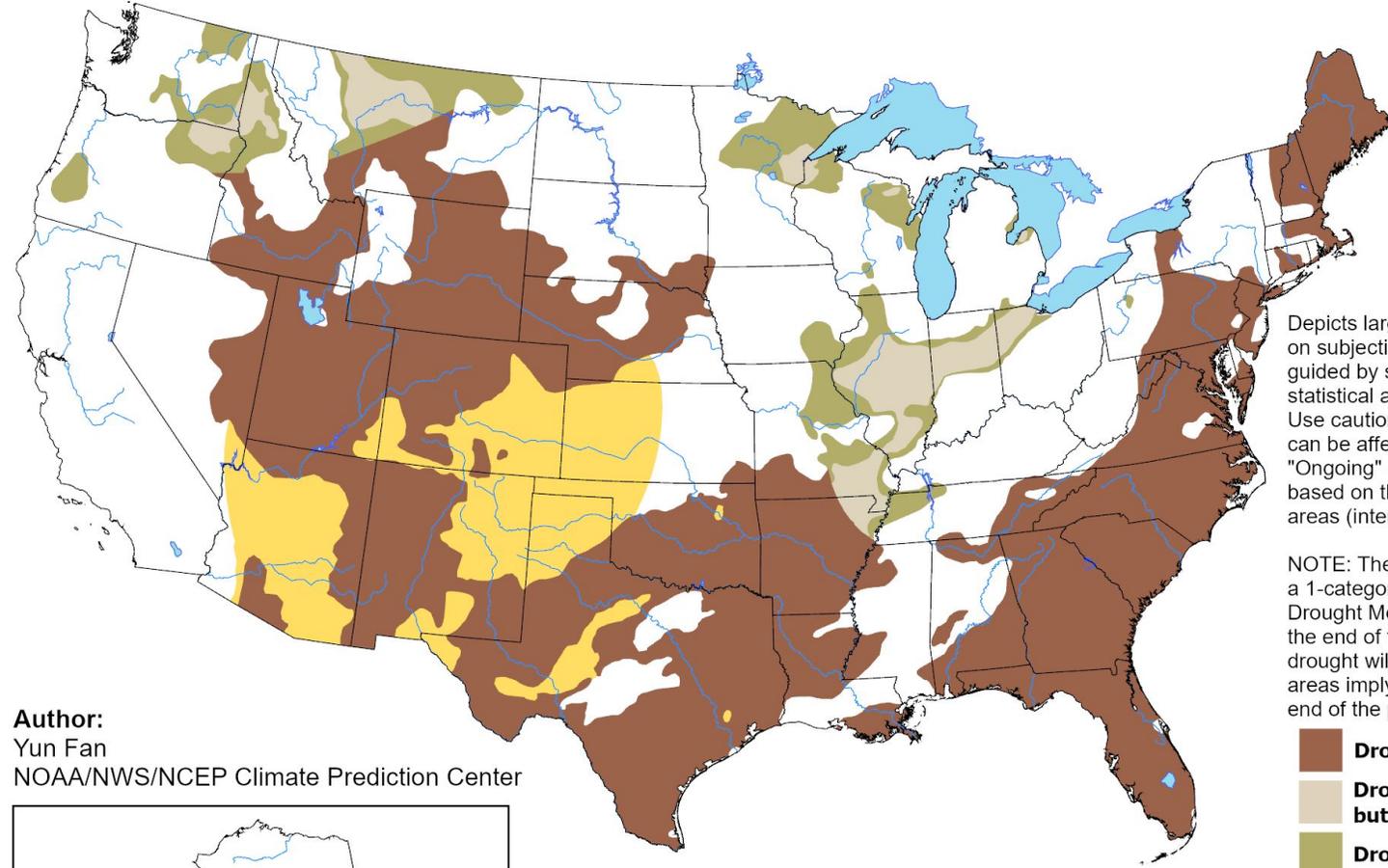


U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period

Valid for February 19 - May 31, 2026
Released February 19, 2026

NOAA's drought outlook suggests that all the parts of Colorado not currently in drought will be by the end of spring

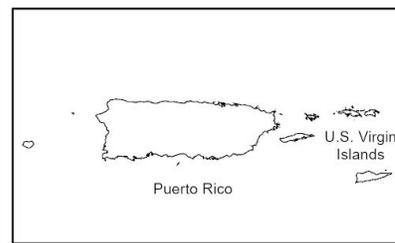
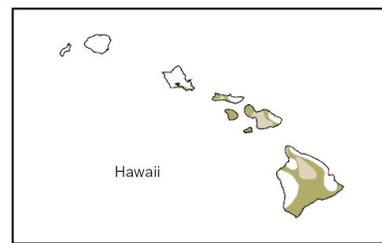
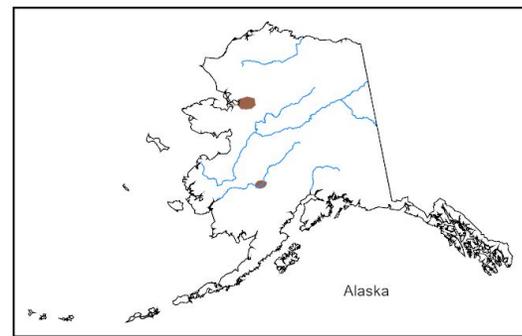


Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

- Drought persists**
- Drought remains, but improves**
- Drought removal likely**
- Drought development likely**
- No drought**

Author:
Yun Fan
NOAA/NWS/NCEP Climate Prediction Center



<https://go.usa.gov/3eZ73>

Takeaways

- Water Year 2026 so far has been exceptionally warm across Colorado.
- Since the big rainfall and flood in October, precipitation has been below average in most parts of the state
- Last week's mountain snowstorm was helpful, but we're still way behind
- Another period of very warm weather is underway for much of the state, except for the northern mountains which will see a decent snowstorm this week
- La Niña is on its way out, with ENSO-neutral conditions expected through spring and early summer
- **Considering the warm and dry winter and an unfavorable outlook through spring, expect significant drought impacts, including reduced water supply and increased wildfire risk, in the coming months**





Thank you!



[@climate.colostate.edu](https://twitter.com/climate.colostate.edu)



ATMOSPHERIC SCIENCE
COLORADO STATE UNIVERSITY



DROUGHT AND WATER SUPPLY SHORTAGE PLAN

Prepared for:

Town of Erie

July 2021



Prepared by:



Acknowledgements

A sincere vote of appreciation is extended to the Colorado Water Conservation Board for the grant monies to fund the development of this Drought and Water Supply Shortage and to the following individuals and entities that participated in the Plan development.

Erie Staff Members

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Todd Fessenden	Public Works Director
Bruce Chameroy, Certified Water Professional	Water Division Manager
Mike McGill	Parks and Open Space Division Manager
Ben Pratt, CEcD	Economic Development Director
Lucas Workman, MBA	Economic Development Specialist
Wendi Palmer, P.E. Certified Flood Manager	Civil Engineer
Patrick Hammer	Parks and Recreation Director
Deborah Bachelder, AICP	Planning Manager/Deputy Director, Planning & Development
David Pasic, P.E.	Town Engineer
Jody Lambert	Operations and Maintenance Division Manager
Fred Starr, AICP	Planning and Development Director
Amber Luttrell	Communications and Marketing Manager
Misty Hall, CPESC	Stormwater Coordinator
Jesse Ascunce	GIS Coordinator
Daniel Borrastero	GIS Technician

Other Stakeholders

Phil Brink	Erie Open Space and Trails Advisory Board
Frank Kinder	Northern Water
Luke Shawcross	Northern Water
Brian Craig	Northern Water

Consultant

Courtney Black, P.E.	INTERA Incorporated
Paul Zilis, Esq.	Vranesh and Raisch, LLP

Executive Summary

Background

The Town of Erie (Erie or Town) was founded as a mining town in the 1870s and remained a small rural town until the mid-1990s when it started to experience new development. Erie is now rapidly changing into a prosperous northern Colorado municipality. A key component to Erie's water management strategy is maintaining a long-term reliable and sustainable water supply as the Town continues to grow. Paramount to this effort is acquiring the water necessary to meet growing water demands, managing water efficiently, and ensuring resiliency in times of drought or other water shortages.

Erie responded to the 2002 drought by implementing a three-tiered water restrictions program. The program included both voluntary and mandatory level of restrictions providing flexibility to customers by recommending an irrigation schedule. In 2015, Erie developed a Drought Management Plan in accordance with the Colorado Water Conservation Board's (CWCB) guidelines. This Drought and Water Supply Shortage Plan (Plan) is an update to the 2015 plan, capitalizing on new ideas, updated information and weather data available, and the experience of Erie staff.

Erie has a long history of addressing drought through mitigation measures, proactive planning, and a shortage response program.

Objectives and Operating Principles

This Plan better prepares Erie for drought and provides a framework to respond to a water shortage when it occurs. The objectives of this Plan are provided below.

Maintain and preserve – Maintain health and safety to the maximum extent possible and preserve the economic vitality, quality of life, environmental and recreational stewardship during a water shortage.

Guidance – Provide data-driven guidance to decision makers and Town staff during a water shortage on how to best proceed while remaining aligned with community values and other planning efforts.

Responsible monitoring and response – Proactively monitor regional drought conditions, to ensure the Town's data-driven response to its water shortage and responsibility contribute to lessening the local and regional stress that large scale droughts can have on the State.

Proactive planning is critical to maintaining a resilient community during times of drought and water shortages. This Plan provides a framework and set of guidelines directing Town leadership, Town staff and community members on how to work together to minimize impacts and preserve community livelihood and values when water supplies are stressed.

Operating principles were developed as means to assist with the development of this Plan and be used as a decision-making guidance tool when implementing this Plan. These are listed below.

Ensure resiliency – Resiliency to water shortages is paramount to the health and safety, economic vitality, and sustainability. Implementation of mitigation and response efforts are intended to minimize adverse impacts



during shortages while ensuring the critical functions (e.g., health and safety) necessary to maintain a resilient community.

Ensure successful coordination and communication – The response to water shortages is an inter-departmental effort. Coordination and communication among Erie staff are critical for implementing successful mitigation and response and in conveying consistent effective messages to the community.

Maintain equity and stewardship – Where possible, efforts should be made to allocate the costs and impacts associated with water use restrictions among all customers in an equitable manner. Adverse impacts to the environmental and recreational attributes of the Town’s surrounding land should also be avoided to the extent possible during a shortage.

Capitalize on beneficial opportunities – While drought and water shortages can be challenging to address, Erie will capitalize on learning opportunities and on establishing beneficial collaborative relationships among local and regional partners.

Provide flexible framework – Each water shortage is different and therefore flexibility is needed to best address unique circumstances during a drought. The drought response outlined in this Plan is intended to serve as a guiding framework for timely drought response. During a shortage, the response measures listed in Table E-1 and Section 7.0 may be adjusted to best meet current conditions.

Figure E-1 below summarizes Erie’s prioritization of customer-use during periods of a water shortage. Uses of highest priority consist of services essential to public health and safety such as indoor residential use, hospitals, schools, and firefighting. During periods of shortage, Erie will ensure that these essential needs are met. Depending on the severity and duration of the water shortage, customers will be encouraged or required to reduce water use.

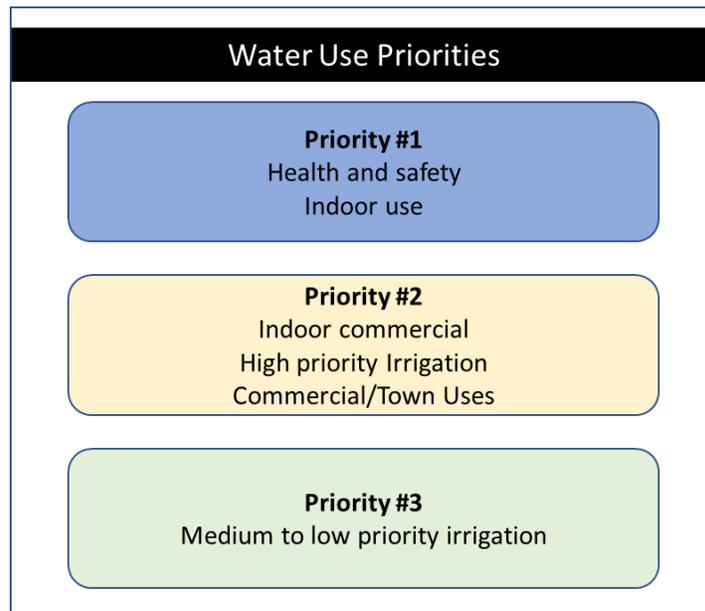


Figure E-1: Water Use Priorities



Mitigation

Erie is committed to drought preparedness by mitigating for drought and water shortages before they occur. This includes mitigation measures that focus on firming existing and acquiring new supplies, operational practices, and water efficiency practices addressed in Erie's Water Efficiency Plan. These are listed in Figure E.2 below. Additional information each of these measures is provided in Section 6.1.

Mitigation consists of actions taken prior to a drought or water shortage to ensure optimum water supply reliability and that Erie is prepared for addressing shortages. Responses are actions taken during a shortage to avoid and reduce impacts while best maintaining water storage for future community needs and essential services.

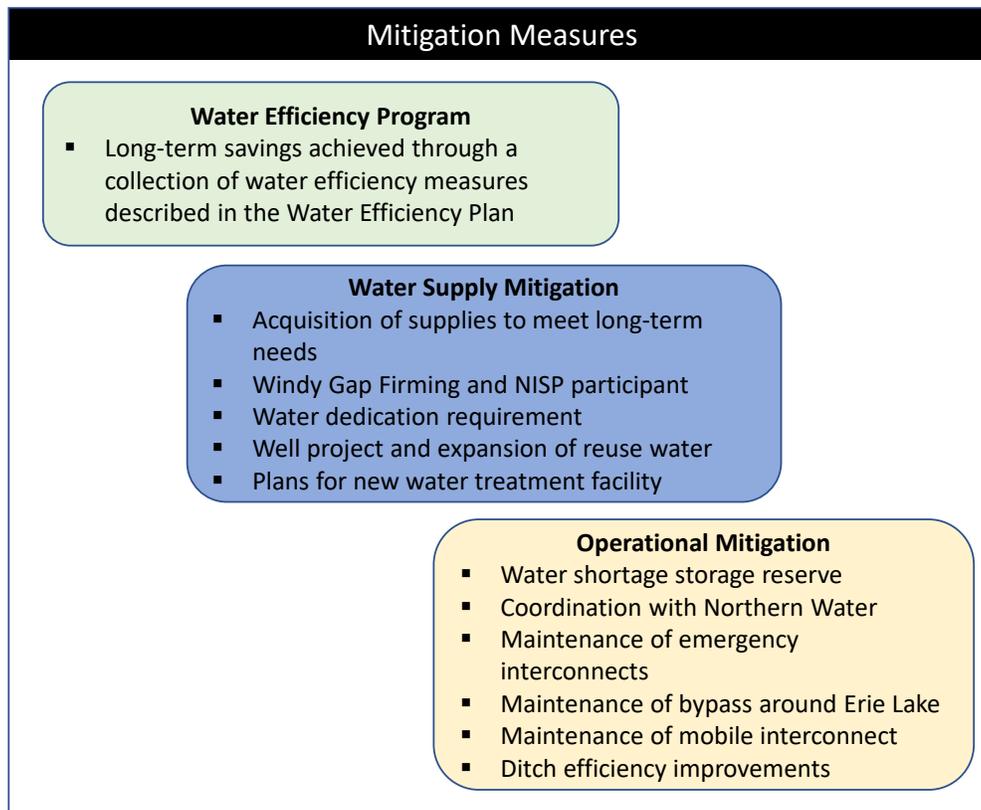


Figure E-2: Mitigation Measures

For purposes of this Plan, water efficiency practices are considered a form of drought mitigation. A community that understands the value of water and actively uses water responsibly is more likely to respond to the need to achieve additional water savings during a period of shortage. Furthermore, supply-side measures that support the efficient delivery of water supplies, reduces water waste and places less stress on the need for additional supplies during a shortage.



Water Shortage Monitoring, Declaration, and Response

A collection of climate and hydrologic indicators such as snowpack, streamflow, and climate forecasts are collected by Erie on a regular basis to assess water supply conditions. This is particularly important in the spring just prior to snowmelt and runoff. Erie also relies on the Colorado Big Thompson (CBT) quota Northern Colorado Water Conservancy District (Northern Water) typically announces in early spring, which plays a strong role in how much wet water Erie will receive for the year. Other information including a drought index, calculated as the ratio of Erie's projected annual supply to demand, information on local water providers' actions if a drought is pending, and water supply infrastructure considerations all help inform Erie's decision on whether to declare a drought.

Water shortages are not only attributed to drought but can also be caused by natural events such as wildfire or infrastructure failure. This Plan may be used to address prolonged water shortages attributed to drought or other unforeseen circumstances.

Erie's response to water shortages is based on the four stages shown in Figure E-3 below. Each stage increases in severity as the index decreases¹, calling for a higher water use reduction targets (more water to be saved) with each elevating stages. The total reduction target entails the water savings the Town is to achieve on an annual basis while the irrigation target focuses on outdoor water savings to be achieved during the irrigation season. Stages 1 and 2 (Voluntary and Watch) generally promote water efficiency and voluntary reductions of water use among all priorities detailed in Figure E-1. However, mandatory water restrictions may be implemented during Stage 2 if necessary, to meet water saving targets. Stage 3 (Severe) triggers mandatory restrictions of outdoor irrigation while Stage 4 (Emergency) may require prohibition of irrigation. Low priority irrigation may also be prohibited under Stage 3 (Severe) if needed to meet targeted water savings.

The water shortage index and other indicators serve as guidelines for a water shortage declaration. Recommendations are to be presented by Erie staff to the Town Board of Trustees (Town Board) who is responsible for making the final decision on whether to declare a shortage and the appropriate stage. Once the Town Board has decided to declare a shortage, the Town will initiate a Community Water Resiliency Campaign to educate the community on the shortage and implement a series of response measures.

Table E-1 below provides a summary of the supply-side response measures that may be implemented for each stage. These measures are best management practices that are generally consistent across many of the stages. However, during implementation the details of how each measure is carried out will likely differ depending on stage. Each drought and water shortage is unique and therefore these measures are written to allow for flexibility in how they are implemented when the drought and/or shortage occurs. Table E-2 below provides a summary of the demand-side response measures. These tables will be used as guidance to develop and implement the response effort when a drought or water shortage declaration has been made.

A community that understands the value of water and actively uses water responsibly is more likely to respond to the need to achieve additional water savings during a period of shortage. Erie has been able to realize these responsible water security and use measures currently in the statewide drought as it has proactively and responsively planned for the need for redundant water supplies for decades.

¹ The index represents the ratio of supplies to demands. Additional information on this index is provided in Section 5.



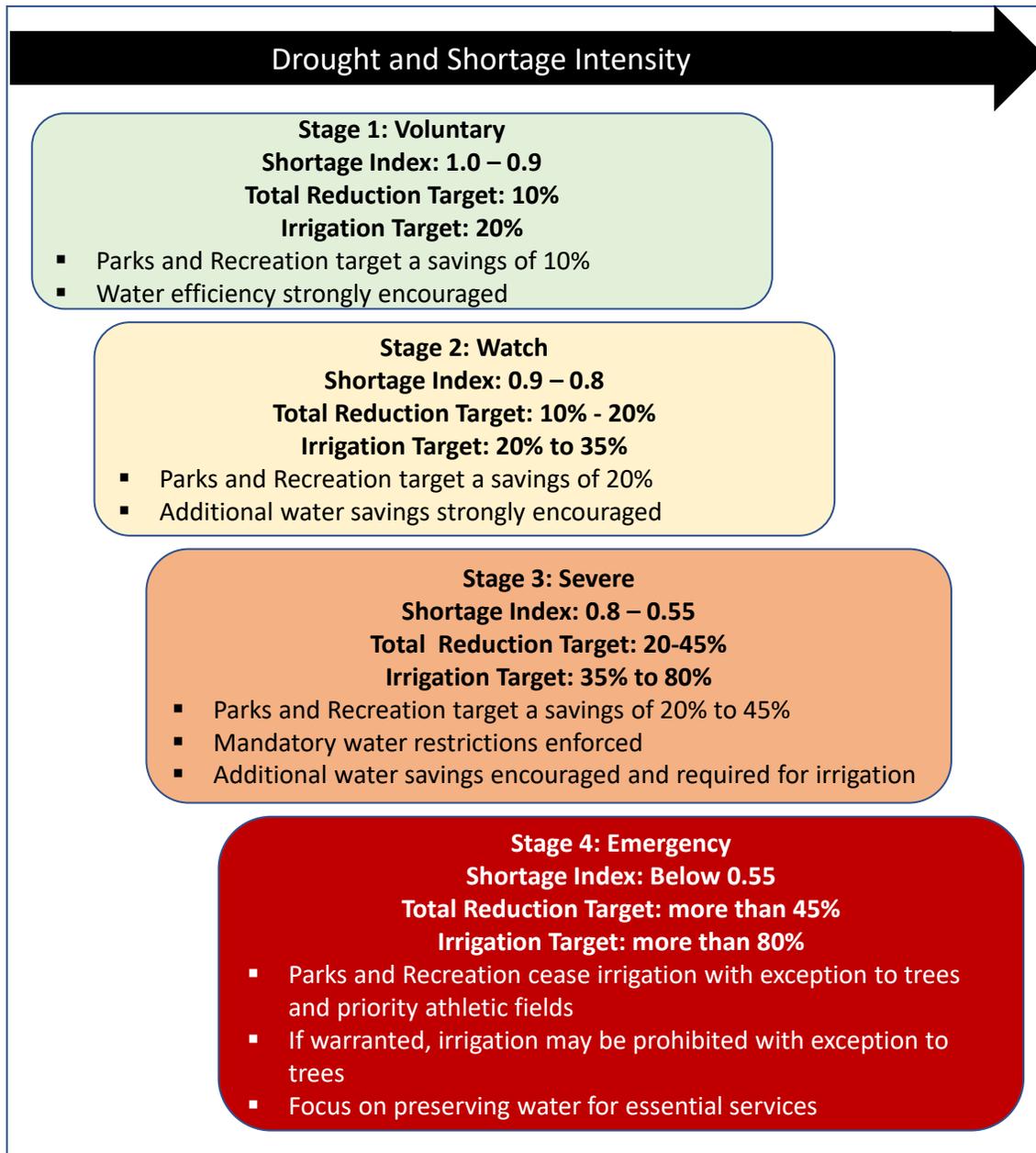


Figure E-3: Drought Stages, Trigger Guidelines, and Demand Reduction Targets

Table E-1: Supply-Side Response Measures

Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
Actions for Implementations that can do Independently				
Seek technical and financial assistance.	n/a	Identify any technical and financial assistance opportunities.	Identify any technical and financial assistance opportunities.	Identify any technical and financial assistance opportunities.
Maximize well project yields.	Optimize well project yields including reuse to preserve shortage reserves in storage.	Optimize well project yields including reuse to preserve shortage reserves in storage.	Optimize well project yields including reuse to preserve shortage reserves in storage.	Optimize well project yields including reuse to preserve shortage reserves in storage.
Maximize storage.	Ensure a 20% CBT carryover.	Ensure a 20% CBT carryover and consider maximizing storage in Erie, Thomas and the NWRF Storage as additional supply reserve.	Ensure a 20% CBT carryover and maximize storage in Erie, Thomas and the NWRF Storage as additional supply reserve to the extent possible.	Maximize CBT carryover and storage in Erie, Thomas and the NWRF Storage as additional supply reserve to the extent possible.
Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable.	Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).	Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).	Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).	Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).
Actions for Implementation that Require Partnerships and Agreements				
Acquire additional short-term water supplies during shortages.	Consider additional short-term water supplies during shortage, if needed. ²	Acquire additional short-term water supplies, if needed. ²	Acquire additional short-term water supplies, if available. ²	Acquire additional short-term water supplies, if available. ²
Coordinate and collaborate with others to create beneficial opportunities for Erie and the region.	Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region. ³	Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region. ³	Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region. ³	Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region. ³

² Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, leasing of groundwater pumped by other entities, and developing water transfers/trades with other entities to increase yield. In extreme circumstances, additional supplies could also entail a water hauling program or use of dead storage in Erie's local reservoir.

³ This may include entities in the Boulder Creek watershed, Northern Water Partners and potentially a regional water supply program during extreme droughts.



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
Utilize existing emergency interconnects with Lafayette and Left Hand Water District, if needed.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.
Actions for Consideration				
Use reuse water to preserve key landscape features under severe and emergency droughts.	n/a	n/a	Use reuse water to preserve key landscape features. (In areas not accessible by the non-potable distribution system, hauling of reuse water to key features may be needed).	Where circumstances allow, use reuse water to preserve key landscape features. (In areas not accessible by the non-potable distribution system, hauling of reuse water to key features may be needed).
Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards.	n/a	n/a	Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards. ⁴	Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards. ⁴

⁴ Sources of supply may include ditch water rights that are typically used for non-potable purposes. Erie will mitigate impacts where possible (e.g., blending of multiple sources and increase monitoring).



Table E-2: Demand-Side Response Measures

Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
TOWN: Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). ^{5,6}	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 35% savings relative to historical irrigation. Maintain athletic fields to level needed to ensure safety.	Watering limited to certain athletic fields. Athletic events may still be held on these fields at a reduced schedule.
TOWN: Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule) ^{5,6}	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 45% savings relative to historical irrigation. Irrigate enough to ensure survival.	Watering prohibited.
TOWN: Irrigated Native and Grasses (Parks, medians, and open space zones with little foot traffic). ^{5,6}	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 45% savings relative to historical irrigation. Irrigation may be prohibited in certain areas. Decisions on what areas to maintain vs irrigate will be based on how to best minimize asset losses.	Watering prohibited.

⁵ There are many site-specific factors that influence the amount of savings that may be achieved at each Park site (e.g., sun exposure, slope, soils, etc.). The percentages here apply to the cumulative total zoned area within all parks. Some areas will achieve greater savings than other areas.

⁶ Erie tracks the amount of irrigation applied to Town parks and facilities on a routine basis. The targeted savings for this measure specifically refers to the savings that the Town may achieve relative to the amount of water the Town has used for irrigation over the past several years. As the climate continues to warm, irrigation may increase in response to an increase in evapotranspiration. Such an increase will be captured through Erie’s active monitoring.



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
TOWN: Town Facilities (Turf grass on Town facilities). ^{5,6}	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 45% savings relative to historical irrigation. Irrigate enough to ensure survival. Signs may be posted on dormant grass to educate community that the grass is dormant and can be revived once restrictions are over.	Watering prohibited.
TOWN: Shrubs and Perennial Plantings (Zones in Parks, Town facilities and medians). ^{5,6}	Target 10% savings relative to historical irrigation.	Target 20% savings relative to historical irrigation.	Target 20% to 30% savings relative to historical irrigation. Maintain irrigation to ensure survival.	Watering prohibited. Key shrubs may be watered just enough to ensure survival. Sprinkler system prohibited.
TOWN: Annual Plantings.	n/a	n/a	No irrigated annual plantings. Signs may be posted promoting need to save water.	Annual plantings prohibited. Signs may be posted promoting need to save water.
TOWN: Hydrants.	n/a	n/a	Reduce frequency of flushing while maintaining water quality.	Reduce frequency of flushing while maintaining water quality.
TOWN: Fleet vehicles (Including police vehicles).	Reduce washing frequency.	Limit washing to once per week.	No washing of fleet vehicles.	No washing of fleet vehicles.
TOWN: Ornamental fountains in parks and splash pad.	n/a	Ornamental fountains in parks are turned off and splash pads are turned off between 7 p.m. and 4 p.m. to avoid high evaporation during the day.	Ornamental fountains in parks and splash pads are turned off.	Ornamental fountains in parks and splash pads are turned off.
TOWN: Water efficiency activities that promote savings during a shortage.	Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct	Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if	Increase public outreach through water efficiency programs. Such program may include: EyeOnWater, Green Business & HOA Certification program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if	Increase public outreach through water efficiency programs. Such programs may include: indoor water audit and working with high water users.

Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
	installs, turf replacement program (if applicable), indoor water audits, and working with high water users.	applicable), indoor water audits, and working with high water users.	applicable), indoor water audits, and working with high water users.	
TOWN: Drought surcharge.	n/a	n/a	Consider drought surcharge.	Consider drought surcharge.
TOWN, RESIDENTIAL and COMMERCIAL: Trees (All irrigated trees within Erie's service area).	Voluntary Promote and apply best management practices to ensure efficient irrigation.	Voluntary Limit watering to hand-held hose or low-volume non spray on any day from 8 p.m. to 8 a.m.	Mandatory In areas where not irrigated with sprinkler system, limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m.	Mandatory Limit watering to just enough to ensure survival. Use hand-held hose or low-volume non spray from 8 p.m. to 8 a.m.
TOWN, RESIDENTIAL and COMMERCIAL: Indoor use.	n/a	Voluntary Public campaign encourages reductions.	Voluntary Public campaign encourages reductions.	Mandatory Public campaign encourages reductions. Fines/flow restrictors may be applied to abnormally high users.
TOWN AND RESIDENTIAL: High residential water users.	Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.	Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.	Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Require free water audit and implementation of recommendations if water use remains at Tier 3 or 4 levels.	If applicable, provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Require free water audits and implementation of recommendations if water use remains at Tier 3 or 4 levels.
TOWN and COMMERCIAL: Large public irrigators (Colorado National Golf Club, school districts, landscapers, HOAs).	Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.	Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.	Coordinate with large public water users to optimize water efficiency and discuss impacts associated with mandatory restrictions.	If applicable, coordinate with large public water users to optimize water efficiency and discuss impacts associated with mandatory restrictions.
RESIDENTIAL & COMMERCIAL: Turf grass	Voluntary Eliminate waste with additional water savings encouraged. Watering should not exceed three times per week and only	Voluntary Eliminate waste. Additional water savings encouraged. Watering should not exceed two times per week and only occur from 8 p.m. to 8 a.m. per	Mandatory Eliminate waste and additional savings required. Watering should not exceed two times per week from 8 p.m. to 8 a.m. per Water Waste code.	Mandatory to Prohibit If allowed, watering should not exceed once per week from 8 p.m. to 8 a.m. per Water Waste code. Exceptions to timing may be made for those

x



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
(residents, businesses, HOAs, and schools). ⁷	occur from 8 p.m. to 8 a.m. per Municipal Code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.	Water Waste code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.	Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.	with large areas of irrigated turf or not on automated systems.
RESIDENTIAL & COMMERCIAL: Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools)..	Voluntary Apply best management practices to water efficiently.	Voluntary Limit watering to hand-held hose or low-volume non spray on any day from 8 p.m. to 8 a.m.	Mandatory Limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.	Mandatory to Prohibit If allowed limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.
RESIDENTIAL & COMMERCIAL: New seed and sod (residents, businesses, HOAs, and schools)..	n/a	n/a	Mandatory Residents may apply for waiver to irrigate every day to establish vegetation for two-week period. Resident will receive signage from Town to post in front lawn explaining why exempted from restrictions.	Mandatory to Prohibit If allowed, residents may apply for waiver to irrigate every day to establish vegetation for two-week period. Resident will receive signage from Town to post in front lawn explaining why exempted from restrictions.
RESIDENTIAL & COMMERCIAL: New plantings including trees, shrubs, perennials (residents, businesses, HOAs, and schools).	n/a	n/a	Mandatory Limit watering to hand-held hose or low-volume non spray from 8 p.m. to 8 a.m.	Mandatory to Prohibit If allowed limit watering to hand-held hose or low-volume non spray from 8 p.m. to 8 a.m. Consider prohibiting new plantings if irrigation throughout community is prohibited. Special cases may be made for establishment of low water use vegetation.

⁷ In large areas (e.g., HOA open space) where irrigation of the entire area cannot be accomplished within the designated time, signs will be provided by the Town that includes messaging to inform the community of why watering is occurring outside of the designated window.



Response Measures	Voluntary	Warning	Severe	Emergency
	Shortage Index: 1.0 to 0.9 Total Target: 10% Irrigation Target: 20%	Shortage Index: 0.9 to 0.8 Total Target: 10% to 20% Irrigation Target: 20% to 35%	Shortage Index: 0.8 - 0.55 Total Target: 20% to 45% Irrigation Target: 35% to 80%	Shortage Index: Below 0.55 Total Target: more than 45% Irrigation Target: more than 80%
RESIDENTIAL & COMMERCIAL: Street, sidewalk, driveway, house/auxiliary structure cleaning and misting devices.	Voluntary Reduce/eliminate use of water for cleaning. Alternative cleaning methods encouraged.	Voluntary Reduce/eliminate use of water for cleaning. Alternative cleaning methods encouraged.	Prohibit Use of water for outdoor cleaning purposes is prohibited.	Prohibit Use of water for outdoor cleaning purposes is prohibited.
RESIDENTIAL & COMMERCIAL: Ornamental fountains.	n/a	Voluntary Shut off ornamental fountains.	Mandatory Shut off ornamental fountains. Special cases may be made for ponds containing fish or used for food production purposes.	Mandatory Shut off ornamental fountains. Special cases may be made for ponds containing fish or used for food production purposes.
RESIDENTIAL & COMMERCIAL: Private and public pools and hot tubs.	Voluntary Encourage use of covers & minimize filling.	Voluntary Encourage use of covers & minimize filling.	Voluntary Encourage use of covers & minimize filling.	Mandatory Require use of covers and minimize filling. Public works may coordinate filling events of public pools and hot tubs.
RESIDENTIAL & COMMERCIAL: Private car washing.	n/a	Encourage use of commercial car washes that use recycled water.	Consider prohibiting private car washing. Encourage use of commercial car washes that use recycled water.	Prohibit private car washing.
COMMERCIAL: Car washes without recycling.	Voluntary Promote best management practices to save water.	Voluntary Promote best management practices to save water.	Mandatory Must meet a standard of 40 gallons or less per vehicle.	Prohibit operations.
COMMERCIAL: Car washes with recycled water.	Voluntary Promote best management practices to save water.	Voluntary Promote best management practices to save water.	Voluntary Promote best management practices to save water.	Town review facilities to ensure water is being conserved at optimum levels. Modifications to operations may be required.
COMMERCIAL: Construction water.	Encourage efficient use of construction water.	Encourage efficient use of construction water.	Encourage efficient use of construction water.	Town may review use of construction water on a site-by-site basis to ensure water is being used at optimum efficiency.



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Background

1.1 Plan Purpose and Development

The Town of Erie has experienced significant development since the 1990s and is developing into a prosperous northern Colorado municipality. A key component to Erie’s water management strategy is maintaining a long-term reliable and sustainable water supply as the Town continues to grow. Paramount to this effort is acquiring the water necessary to meet growing water demands, managing water efficiently and ensuring resiliency in times of drought or other water shortages. This Water Shortage and Drought Management Plan provides the Town guidance necessary to ensure that such shortages are addressed in a proactive manner, minimizing long-term impacts, and ensuring that sufficient water is available for the health, safety, and community livelihood during water shortages.

This Plan is an update to the Erie’s 2015 Drought Management Plan. It was developed in accordance with the CWCB’s drought management planning guidelines and is the Town’s second State-approved Plan. Since 2015, Erie has experienced significant growth and changes to Town staff including hiring a Sustainability & Water Conservation Specialist focused on Town sustainability and water efficiency as well as a full-time Water Conservation Technician. This Plan capitalizes on the new ideas and experience offered by additional staff. The Plan was also developed in parallel with Erie’s Water Efficiency Plan 2021 update. Updating each plan in tandem provided an opportunity for Erie to streamline the development processes where appropriate, while also ensuring that the plans were integrated in a manner that optimizes both Erie’s water efficiency program and Erie’s approach to drought mitigation and response.

A series of five workshops were held both in-person and remotely (due to the COVID-19 pandemic) among a Planning Team throughout the development of both documents. The Planning Team, shown in Table 1 below, was comprised of representatives from a variety of Town services that could be impacted by a shortage. During the Plan development, the team members addressed potential public concerns based on their professional experience and provided valuable input. The Planning Team also reviewed the draft Plan prior to distribution to the community for comment. Additionally, a remote meeting was held with Northern Water to discuss water supply reliability of the two major water sources of water supply for Erie; Colorado Big Thompson (CBT) and Windy Gap. Northern Water and the Town of Erie also discussed drought impacts including the 2020 wildfires and coordination during future drought mitigation and response efforts. In addition, a public and community engagement effort was launched to ensure that the Plan incorporated community values and priorities. Public engagement is discussed in further detail in Section 9.1.

Table 1: Drought Planning Team

Member	Title	Role and Contribution
Deborah Bachelder AICP	Planning Manager/Deputy Director	Provided input from a planning perspective and Town's upcoming planning efforts.
Phil Brink	Representative of the Erie Open Space and Trails Advisory Board (not a part of Erie's staff)	Provided input as a community member.
Bruce Chameroy	Water Division Manager	Provide data and input on WTF production and system operations.
Todd Fessenden	Public Works Director	Provided input as the Public Works Director.



Member	Title	Role and Contribution
Misty Hall	Storm Water Coordinator	Reviewed Plan to ensure that it is compatible with storm water management efforts.
Patrick Hammer	Park and Recreation Director	Provided input on Parks current and future efforts related to irrigation and demand management.
Tyler Kesler	Sustainability & Water Conservation Specialist	Managed the project, coordinated data acquisition, and provided input from a sustainability perspective.
Jody Lambert	Operations & Maintenance Division Manager	Provided input from an operational perspective.
Amber Luttrell	Communications & Marketing Manager	Provided input on the public drought campaign and Town' interface with the community.
Mike McGill	Parks & Open Space Division Manager	Provided input on Parks current and future efforts related to irrigation and demand management.
Wendi Palmer	Civil Engineer	Provided technical expertise based on her long tenure with the Town.
David Pasic	Town Engineer	Provided input on from the engineering and future development perspective.
Ben Pratt	Economic Development Director	Provided input on drought response related to economic vitality and the commercial sector.
Fred Starr	Planning & Development Director	Provided input from a planning perspective and Town's upcoming planning efforts.
Lucas Workman	Economic Development Specialist	Provided input on drought response related to economic vitality and the commercial sector.

1.2 Overview of Erie’s Water System and Service Area

Erie provides water and wastewater services for residential, commercial, and other municipal needs. The service area consists of approximately 50 square miles bordered generally to the east by Interstate 25, to the west by Highway 287, to the north by Niwot Road, and to the south by Highway 7. Erie projects that it will serve approximately 50,020 people by 2035 assuming a 4% average growth rate. Approximately two thirds of Erie’s planning area could ultimately be developed for residential and commercial uses with the remainder of the planning area consisting of open space and other regional facilities.

Water Demands and Customer Profile

Erie’s total annual water use has increased with its demand as the Town continues to develop and its population increases; this is shown in Figure 1 below. The total annual water use divided into treated water, ditch water for non-potable irrigation, and total reuse. Treated water tends to generally increase with population whereas ditch water and reuse water fluctuate on an annual basis. This trend is attributed to a combination of factors including weather, management of supplies, and availability of ditch supplies.



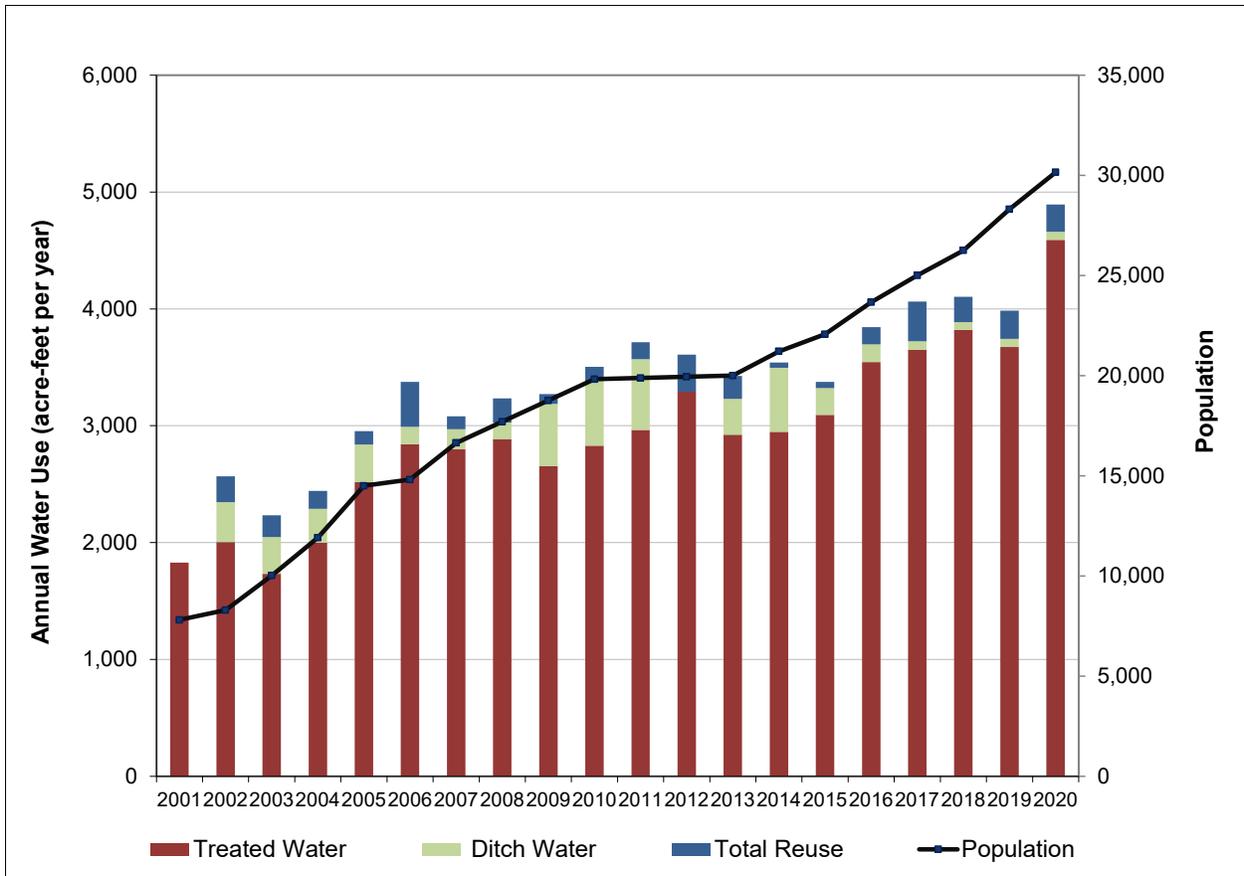


Figure 1: Historical Water Demands and Population⁸

Figure 2 below shows the average annual treated water use by customer sector from 2015 to 2019. Residential Single-family homes comprise nearly three quarters of demand followed by irrigation meters and water for construction. Section 3.1 in Erie’s 2021 Water Efficiency Plan provides descriptions for each of the customer sectors.

⁸ Data on ditch water deliveries in 2001 is not available.



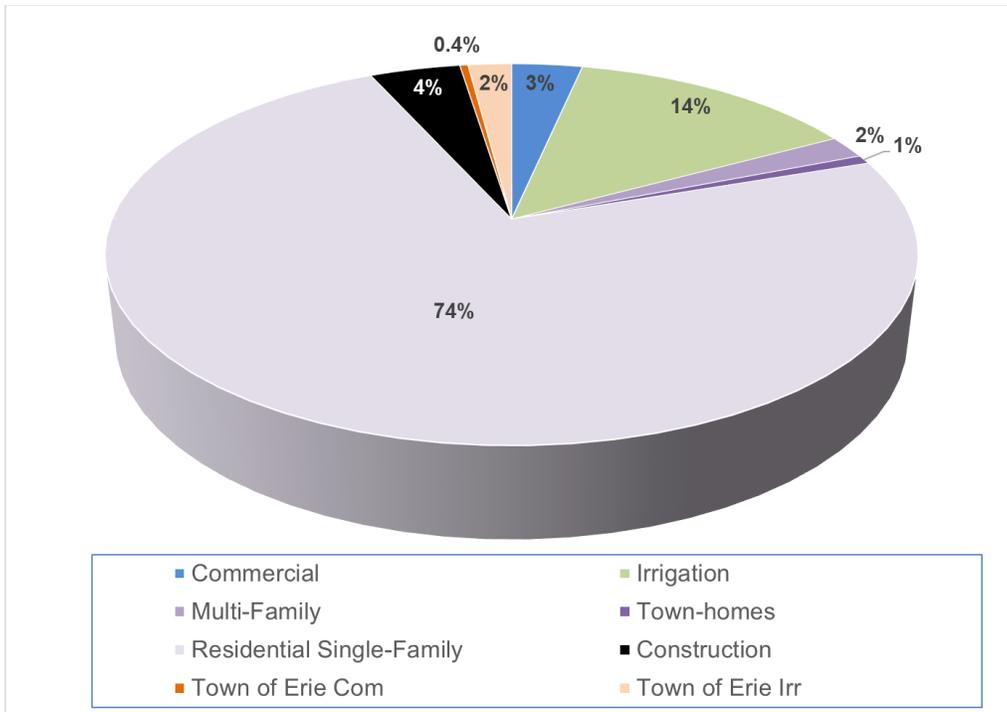


Figure 2: Average Customer Water Use by Sectors (2015-2020)

Water Supply

Erie obtains water from a variety of surface water sources. Most of Erie’s supply is from the CBT and Windy Gap supply projects, which divert from the Colorado River Basin.



Colorado-Big Thompson Project

The CBT and Windy Gap projects are operated by Northern Water and provide water supplies for municipal and agricultural use in northeast Colorado.

The CBT project consists of 11 reservoirs on the west and east slopes with a total reservoir storage capacity of approximately 1,000,000 acre-feet (AF = 1 acre, 1 foot deep), 35 miles of tunnels, 95 miles of canals, 7 hydroelectric power plants and 700 miles of transmission facilities. Each April Northern Water’s Board sets a CBT project quota which quantifies the amount of CBT water available to allottees each year.

The Windy Gap Project includes a diversion dam on the Colorado River, a 445-acre-foot reservoir, a pumping plant, and a six-mile pipeline to Lake Granby. Windy Gap water supplies are pumped and stored in Lake Granby before delivery to municipal water users through CBT’s East Slope distribution system.



As a standard operational practice, Erie utilizes Northern Water’s CBT carryover program, which allows Erie to store up to 20% of its annual CBT allotment in CBT project storage from one year to the next. This carryover storage serves as a drought reserve if drought conditions occur in the following year. Erie’s locally derived water supplies consist of direct flow and storage rights diverted from South Boulder Creek and Coal Creek. Storage rights are diverted into Erie and Thomas reservoirs for potable and non-potable use.

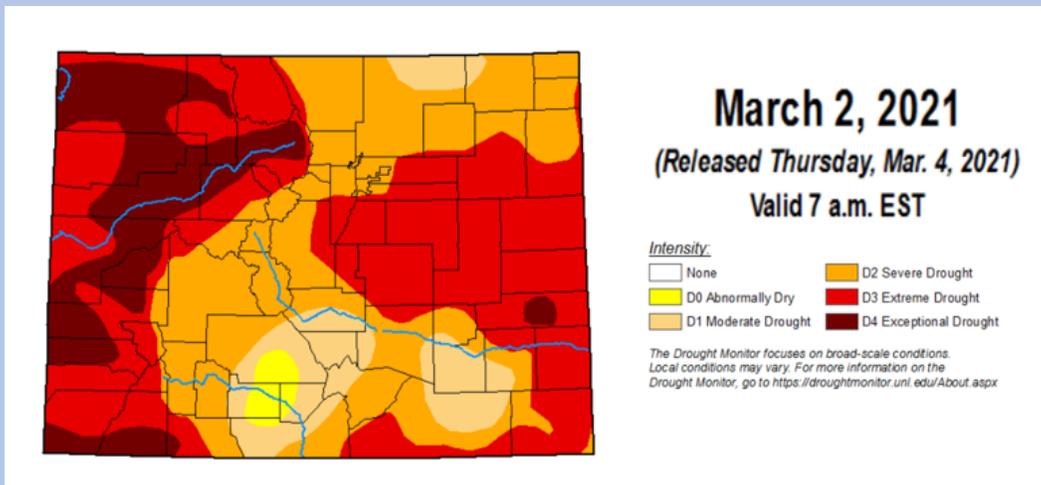
Erie’s CBT, Windy Gap, and local water supplies are treated at the Lee Morgan Water Treatment Facility (WTF) for potable use. Return flows derived from Erie’s first use of its Windy Gap water are legally reusable and Erie reuses its Windy Gap return flows for outdoor irrigation purposes. Wastewater is currently treated at the North Water Reclamation Facility (NWRf) and is either stored in a 1,000 AF reservoir adjacent to the NWRf (name of reservoir is “NWRf Storage”) for non-potable reuse or discharged into Coal Creek. Reuse and untreated ditch water may also be stored in a raw water pond adjacent to the Erie Commons development. Erie also has treated water interconnections with the Left-Hand Water District and the City of Lafayette for emergency purposes. Figure 3 below shows Erie’s the general location of Erie’s water supplies and service area.

1.3 Erie’s Definition of Drought

Drought may be generally defined as a hydrological imbalance caused by a period of abnormally dry weather. Meteorologists describe drought as a span of time when the actual supply of moisture for a given location is consistently less than normally expected. The magnitude of an associated water shortage depends on the severity, geographic extent, and duration of the drought. While droughts do not occur at regular predictable intervals, they are inevitable and in Colorado, droughts are historical natural occurring events.

Erie defines drought within the context of its system and this Plan as periods when there is a lack of precipitation and so there is an insufficiency in available water supplies to meet current or future customer demand. The magnitude of water shortage depends on the severity and duration of the drought. Multi-year droughts could have a significant impact on CBT storage and consequently impact the amount of

Most of Colorado was in extreme to exceptional drought conditions during the development of this Plan. This is depicted in the Drought Monitor map below.



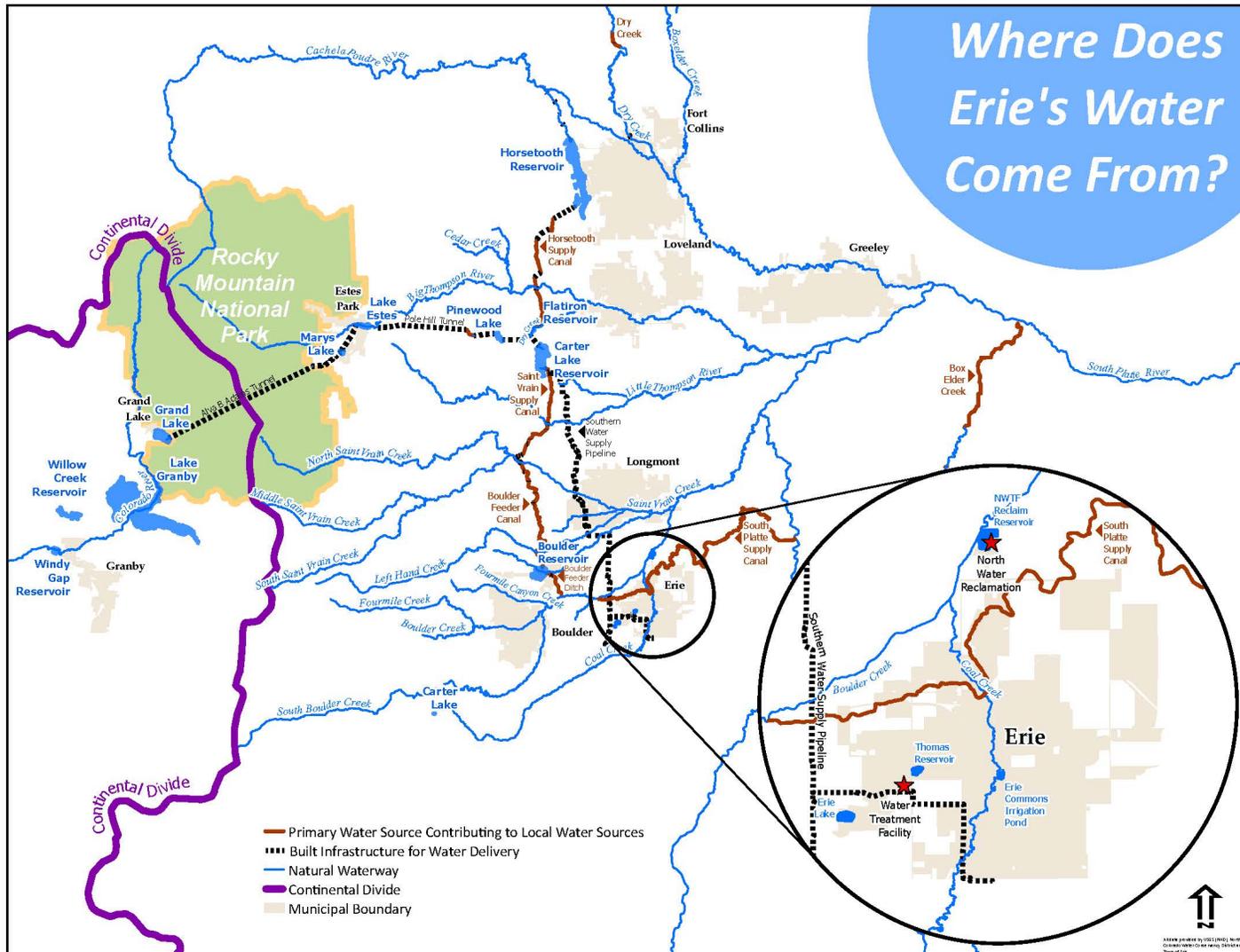


Figure 3: Erie's Water Supplies and Service Area



project water available to Erie. Single-year droughts could significantly reduce Erie’s Windy Gap supplies, which would also reduce Erie’s reuse supply. In addition to CBT and Windy Gap supplies, drought can reduce Erie’s ditch and reservoir supplies which decreases the Town’s water supply redundancy.

It is important to note that drought impacts Erie differently than from its surrounding municipalities on the Front Range. Each water provider has a unique water supply portfolio and infrastructure system that “behaves” differently, producing differing yields of water in the face of drought. While Erie will continue to grow and the additional acquisition of additional supplies is necessary for long-term sustainability, Erie’s water supply portfolio is secure at the time of this Plan development. Erie will closely monitor drought and water shortage conditions among other local providers to inform how the Town will respond to a regional drought. This is discussed in greater detail throughout the Plan.

It is also important to note that water supply shortages and drought are different situations that requires similar but individual response strategies. Water supply shortages may occur during drought or could be caused by other factors such as the failure of a key water distribution pipeline or facility. During a shortage, Erie is not able to maintain storage at adequate levels while also meeting community water demands. Strategies are needed to maintain supplies while also lowering community demands.



2.0 Objectives and Operating Principles

2.1 Objectives

This Plan better prepares Erie for drought and provides an action-based guidance framework to respond to a water shortage when it occurs. The objectives of this Plan are provided below.

Maintain and preserve – Maintain health and safety to the maximum extent possible and preserve the economic vitality, quality of life, environmental and recreational stewardship during a water shortage.

Guidance – Provide data-driven guidance to decision makers and Town staff during a water shortage on how to best proceed while remaining aligned with community values and other planning efforts.

Responsible monitoring and response – Proactively monitor regional drought conditions, to ensure the Town’s data-driven response to its water shortage and responsibility contribute to lessening the local and regional stress that large scale droughts can have on the State of Colorado.



2.2 Operating Principles

The following operating principles were developed as means to assist with the development of this Plan and may also be used as a decision-making guidance tool when implementing drought response.

Ensure resiliency – Resiliency to water shortages is paramount to the health and safety, economic vitality, and sustainability. Implementation of mitigation and response efforts are intended to minimize adverse impacts during shortages while ensuring the critical functions (e.g., health and safety) necessary to maintain a resilient community.



Ensure successful coordination and communication – The response to water shortages is an inter-departmental effort. Coordination and communication among Erie staff are critical for implementing successful mitigation and response and in conveying consistent effective messages to the community.

Maintain equity and stewardship – Where possible, efforts should be made to allocate the costs and impacts associated with water use restrictions among all customers in an equitable manner. Adverse impacts to the environmental and recreational attributes of the Town’s surrounding land should also be avoided to the extent possible during a shortage.

Capitalize on beneficial opportunities – While drought and water shortages can be challenging to address, Erie will capitalize on leveraging emerging best management practices and on establishing beneficial collaborative relationships among local and regional partners.

Provide flexible framework – Each water shortage is different and therefore flexibility is needed to best address unique circumstances during a drought. The drought response outlined in this Plan is intended to serve as a guiding framework for timely drought response. During a shortage, the response measures listed in Table E-1 on page vii. and in Section 7.0 can be adjusted to best meet current conditions.

Priorities

Table 2 below presents Erie’s prioritization of customer-use during periods of a water shortage. Customer uses of highest priority consist of services essential to public health and safety such as indoor residential use, hospitals, schools, and firefighting. During periods of shortage, the Town will ensure that these essential needs are met. Depending on the severity and duration of the water shortage, lower priority customer uses may be reduced or prohibited in very severe situations.

Table 2: Water Use Priorities

Priority	Customer Use	Description
1	Health and safety	Indoor use for essential services (e.g., hospitals, schools, etc.); indoor residential, fire fighting
2	Indoor, commercial, high priority irrigation and other commercial/Town uses	Indoor commercial building (businesses, schools)
		Indoor municipal buildings (Erie’s recreation center including indoor pool)
		Construction water
		Commercial car washing
		High priority irrigation (golf course, trees, athletic fields with scheduled events and areas that can be rented experiencing a lot of use)
		Swimming pools
		Hydrant flushing
3	Medium to low priority irrigation	Residential irrigation
		Commercial irrigation
		HOA and recreation space irrigation
		Passive turf parks and public facilities
		HOA landscaping spaces
		Outdoor municipal facilities irrigation (e.g., Town Hall)



2.3 Plan Jurisdiction and Coordination with Other Planning Efforts

Drought vs Water Shortage

Water shortages are not only attributed to drought but can also be caused by natural events such as wildfire or infrastructure failure(s). Capital infrastructure improvements and operations and maintenance (O&M) procedures that are not properly planned for can cause shortages or exacerbate an existing shortage while in drought. This Plan may be used to address prolonged water shortages attributed to drought or other unforeseen circumstances. Acute short-term water shortages, such as a temporary break in a water main feeding a local neighborhood would activate an emergency response.

Service Area

This Plan directly applies to Erie's water customers. However, there are residences and entities within Erie's service area that use well water or alternative sources such as water from Left Hand Water District. This can result in some confusion when water restrictions are being enforced. In these cases, outreach and signs on lawns that are being irrigated with alternative water sources may be needed to inform the public that these water users are exempt from Erie's water restrictions.



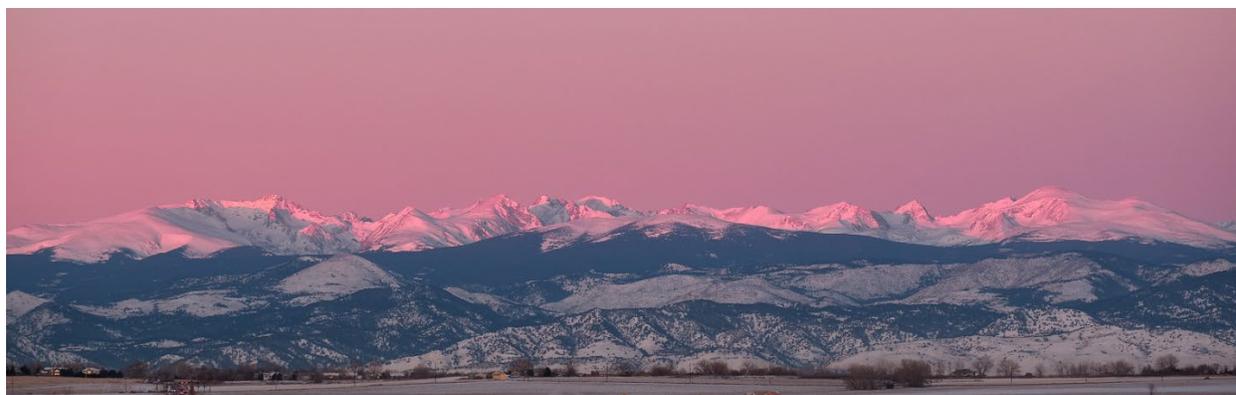
3.0 Drought Impact and Vulnerability Assessment

3.1 Drought and CBT Supplies

Most of Erie's supplies consist of CBT water and therefore, the annual CBT quota that Northern Water's Board determines plays a significant role in how much water is available through this delivery system to Erie. Figure 4 below shows the annual quota since the CBT project came online in the 1950s. Normally, the quota is based on the need for supplemental water (as low as 50%) in wet years because the native supply is plentiful and higher (as high as 100%) in dry years, when the need for supplemental supply is greater. In an average hydrological year, the quota is typically set at 70%. Other factors that can come into play in setting the quota include the amount of water in the CBT system and amount of supply reserves available.

Figure 4 below also shows monthly recorded CBT storage and project reserves.¹⁰ CBT storage was significantly impacted during drought in the 1960s and 1970s. The CBT storage was also significantly impacted during the early 2000s when the dry years in 2000 and 2001 coupled with the drought in 2002 resulted in low storage.¹¹ While a blizzard in 2003 April provided relief, 2003 was the first time in history that the CBT quota was set at 50%, based on a supply-limited situation. A supply-limited situation occurred a second time in 2013 where the quota was set at 60% due to the drought in 2011/2012.

The CBT project provides supplemental water to users within Northern Water's boundaries. Erie owns 7,381 units out of a total of 310,000 units in the CBT system. The annual yield of each CBT unit is established by Northern Water's Board through an annual quota. The quota represents the annual water delivery volume per unit in AF. The quota has historically ranged from 50% to 100% (a 100% quota delivers 1.0 AF to each CBT unit). The Northern Water Board annually determines the quota through assessing snowpack, predicted runoff, soil moisture conditions, the availability and amount of local native supplies and the amount of water stored in CBT reservoirs. The quota is initially set in November and is then normally revisited in April, after most of the mountain snowpack has accumulated. Occasionally Northern Water's Board has increased the quota in the summer due to major unexpected reductions in supply or increases in demands.



¹⁰ Project reserves consist of surplus unallocated CBT water in storage. These data did not start to be collected until the late 1980s.

¹¹ The 2002 drought impacted the entire state of Colorado and resulted in streamflow measurements that were the lowest on record for many areas throughout the State. This included the Poudre River where statistical analysis has shown that Water Year 2001-2002 resulted in a water deficit in the order of a 400+ year return period. Source: Pielke, 2005.

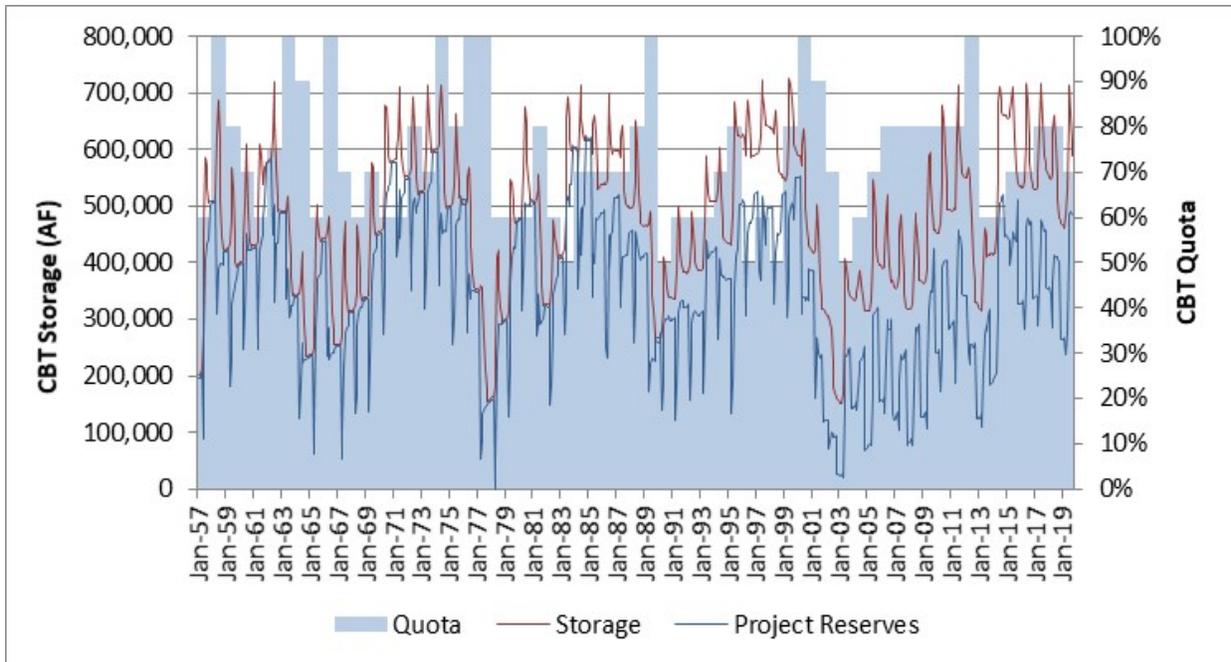


Figure 4: Storage and Quota of the CBT System¹²

Historical drought impacts on the CBT system have been a water quantity issue with little to no impacts related to water quality. However, the dry conditions and higher temperatures in 2020 contributed to the East Troublesome Wildfire in the fall of 2020. This wildfire burned a significant portion of the watersheds feeding both the Windy Gap and CBT systems. Northern Water is assessing the burn severity; potential debris flows and other impacts; and exploring water quality mitigation options for the 2021 spring runoff. Impacts will likely go on for years and will primarily occur on the western slope requiring extensive water quality monitoring and on-the-ground strategies to intercept sediment. Operational changes may also be made during 2021 to avoid water quality impacts to east-slope allottees in the spring and regional water restrictions may be implemented to reduce longer term impacts. This will require significant Northern Water staff time and resources to address the issues. The wildfire has altered the surrounding forest and runoff into the CBT and Windy Gap systems for decades to come.

3.2 Erie and History of Drought

Erie has a long history of addressing drought through mitigation measures, proactive planning, and a shortage response program. For purposes of this Plan, mitigation consists of actions taken prior to a drought or water shortage to ensure optimum water supply reliability and that Erie is prepared for addressing shortages. Responses are actions taken during drought and water shortages to avoid and reduce impacts while best maintaining water storage for future community needs and essential services. Erie has historically implemented the following mitigation practices, adopted as best management practices, to ensure the Town has sufficient supplies during periods of drought. These are discussed in further detail in Section 6.1.

¹² Data provided by Northern Water in the fall of 2020.



- Acquisition of water supplies to meet future demands.
- Maximum storage – Ensure a 20% CBT carryover as a drought reserve.
- Maintain emergency interconnects with Lafayette and Left-Hand Water District.
- Installed and maintain bypass around Erie Lake.
- Implement a water efficiency program.



Erie responded to the 2002 drought by implementing a three-tiered water restrictions program. The program included both voluntary and mandatory level of restrictions. Since the 2002 drought, Erie has grown significantly and has acquired additional water supplies to meet the needs of its growing population. Given this dramatic change, impacts Erie experienced during the 2002 drought are not as applicable to Erie’s current or future situation and are not included in this Plan. The drought impacts from the 2011/2012 drought are outlined in Table 3 below. Taste and odor complaints were of greatest significance, occupying the most amount of staff time to address. The remaining impacts were moderate to minor in severity requiring some to very little staff time. Mandatory water restrictions were not implemented during this period.

Table 3: Historical Impacts During the 2011/2012 Drought¹³

Severity	Impact
Significant	Taste and Odor
Moderate	Increased cost to parks
	Increase public complaints
	Loss of trees
Minor	Loss of revenues
	Recreational use
	Fish impacts

Minor –very little impact, did not require much staff time.

Moderate – some impact, required more staff time to address.

Significant – key impact, occupied staff time.

In 2015, Erie updated its drought response program through the development of the 2015 Drought Management Plan. This plan called for a public drought campaign and twenty drought response strategies that

¹³ These historical impacts were developed by Erie staff in preparation for the 2015 Drought Management Plan and are retained in this document given that institutional memory at the time of the development of the 2015 Plan. An exercise conducted during the development of this 2021 Plan identifying historical drought impacts and future vulnerabilities yielded similar results.

were customized to four drought stage levels. General voluntary water restrictions applied to the Stage 1 Voluntary level while mandatory restriction applied to the more severe drought stages.

Erie has not needed to implement a water shortage response since the development of the 2015 Drought Management Plan. However, the COVID pandemic in 2020 and 2021 brought a unique set of challenges and pattern of water use. Many of Erie’s residents worked from home, causing an increase in indoor water use at the onset of the pandemic in early spring. As residents opted to stay home more throughout the year, more attention was given to outdoor landscapes to maintain a “healthy” look. The aforementioned behavioral changes in 2020 coupled with a hotter and drier summer resulted in an increase in treated outdoor water use relative to the average outdoor water use from 2015 through 2019. This increase in municipal water use was observed throughout the Front Range.

Dry conditions continued to persist into the spring of 2021 and at the time of finalizing this Plan, Erie has been diligently monitoring current climatic conditions and drought response efforts throughout the region. Several regional efforts have been developed to coordinate public drought messaging throughout the Front Range. In January 2021, Denver Water initiated discussions among over 40 providers to discuss the dry conditions and exchange information across the Front Range. These discussions have continued through the spring of 2021. In April of 2021, North Metro water suppliers issued a joint message to respective communities related to drought conditions and water reduction actions.¹⁴ The message encouraged water customers in North Metro, Boulder County, and City and County of Broomfield to find ways to save water to help prevent drought restrictions and maintain water supply throughout the summer. Standard recommendations on saving water were provided. Additionally, the statewide nonprofit Colorado WaterWise developed a set of drought materials that membership organizations (Erie is a member) could use for public outreach leading up to and during a drought.

3.3 Water Supply Reliability Planning and Vulnerabilities

Water supply reliability planning is necessary to ensure there are sufficient supplies to meet growing demands in wet, normal, and dry years. The reliability of Erie’s water supply during shortages depends on a multitude of factors including the seniority, diversity, and amount of its water rights; storage; rate of customer growth and ability to respond to emergencies. While the Town’s current water supply portfolio is diverse with a sufficient amount of water to meet existing needs, additional water supplies are needed to meet future demands. Erie

The CBT system has provided a robust reliable water supply to allottees for seven decades with only two years (2003 and 2013) requiring reductions to allottees because of supply limitations. Modeling projections show that the CBT system is capable of meeting supply obligations through a 3-year drought of moderate severity. This duration could be less with droughts of higher severity.
–Northern Water staff

is actively engaged in efforts to firm existing supplies, acquire additional supplies, and increase system redundancy and diversity to further improve resiliency. Such efforts include participating in the Northern Integrated Supply Project (NISP) and Windy Gap firming projects, acquisition of additional ditch water rights, expansion of its non-potable reuse supplies, and development of a horizontal wellfield along Boulder Creek in the northern portion of the service area. Erie also has a water dedication policy requiring new development within the service areas to provide either new water supplies or equivalent cash-in-lieu. Additional information on each of

¹⁴ The north metro water providers included City of Arvada, City of Boulder, City of Lafayette, City of Longmont, City of Louisville, Northglenn, Town of Superior, Town of Erie, Left Hand Water District, City of Thornton, and Westminster.



these is provided as drought mitigation strategies in Section 6.1.

A part of Erie’s planning for long-term water supply reliability is considering the uncertainty and risk associated with climate change, a Colorado River compact call, and natural disasters such as wildfire. Numerous statewide and regional climate change studies have been conducted that provide insight into the potential implications of climate change on Erie’s supplies.¹⁵ Climate science is indicating that Colorado will likely see more frequent droughts of higher severity and duration than observed in the historical record. A modeling exercise was conducted by Northern Water in support of the City of Fort Collin Utilities’ 2019 Water Supply Vulnerability Study. This study suggests that the average annual quota set by Northern Water, which historically has been 70%, may be less if average annual temperatures continue to increase and average annual precipitation remains the same or becomes drier. However, modeling simulations with a wetter future tend to show that the average of annual quotas could remain at 70% or be higher with sufficient precipitation to compensate for increasing temperatures.¹⁶

A Colorado River compact call could also impact Erie’s water supply since most of its supplies come from the Colorado River Basin that are junior to the Colorado River Compact of 1922. Under existing Colorado water law, a Colorado River Compact call could curtail water rights junior to the 1922 Colorado River Compact. These curtailed rights would be reserved for use by the lower basin states (California, Nevada and Arizona) and could not be diverted to the Front Range for use. Such a call could be attributed to low supply conditions in the lower basin states, even when the headwaters of the Colorado River (source of CBT and Windy Gap supplies) are not in a drought. The CWCB is currently leading a statewide engagement process bringing together stakeholders and technical experts to assess the diverse array of impacts and types of strategies that could be employed to meeting compact obligations if such a call occurs. Erie plans to continue to monitor new developments and act accordingly.



Erie’s water supply may also be vulnerable to large-scale wildfires on the west slope that impact the water quality of CBT and Windy Gap supplies. As discussed in Section 3.1, the impacts associated with the recent East Troublesome Wildfire, which burned a significant portion of the watershed feeding the CBT and Windy Gap systems, are being assessed. Northern Water has a long history of partnering with federal agencies to mitigate wildfire impacts through restoring watershed and forest health.¹⁷ Northern Water is actively working with these partnerships to develop strategies in managing runoff debris and develop forest restoration for years to

¹⁵ These include the Colorado River Water Availability Study, the Joint Front Range Climate Change Vulnerability Study, Climate Change in Colorado: A Synthesis to Support Water Resources Management and Adaptation and Northern Water’s recent modeling efforts in support of Fort Collin Utilities’ Water Supply Vulnerability Study.

¹⁶ Source: City of Fort Collins Utilities 2019.

¹⁷ In 2012 the CBT Headwater Partnership was formed between Northern Water, U.S. Bureau of Reclamation and the U.S. Forest Service to pursue and restore forest and watershed health before wildlife fires occur and to develop a plan to protect water supplies after fires occur. Northern Water has also worked with local and federal stakeholders to address algae blooms and other related concerns in Granby Reservoir, Shadow Mountain Reservoir, and Grand Lake.

come. Northern Water is also working diligently to develop operational strategies to minimize impacts. Such strategies may include filling the east slope reservoirs in the CBT system prior to the 2021 spring runoff. This will eliminate/reduce water quality impacts to East Slope facilities and allottees in the 2021 water year.

During a water shortage Erie could experience a variety of future impacts within its service area. These impacts and corresponding level of concern by the Planning Team are listed in Table 4 below. Impacts of greatest concern include potential economic impacts to livelihoods (e.g., landscapers), loss of revenues and Town irrigated assets, environmental and landscaping impacts, and taste and odor issues with drinking water.

Table 4: Potential Future Drought Impacts¹⁸

Level	Potential Impacts and Vulnerabilities
1	Potential economic impacts to livelihoods (e.g., landscapers)
	Loss of revenues and Town irrigated assets
	Environmental and landscaping impacts
	Taste and odor issues with drinking water
2	Town credibility with public
	Social unrest and increase in public complaints
	Loss of vegetation and secondary effects on public spaces (e.g., safety on ball fields)
	Changes to operations
	Increased salinity downstream resulting in operational issues with wastewater treatment
3	Limit construction water
	Reduced firefighting capacity
	Increased cost to Parks
	Golf course impacts
4	Recreational use
	Fish impacts
	Other community activities
	Wildfires
	Algae blooms
	Oil and gas impacts

¹⁸The Planning Team developed this list of vulnerabilities and voted on the vulnerabilities of highest concern. The category levels are reflective of this voting exercise.



4.0 Drought and Water Shortage Monitoring

4.1 Drought and Water Shortage Indicators

Monitoring is critical to ensuring a timely and appropriate response to drought. Monitoring includes climatic and hydrologic data along with projected near-term demands and actions others are taking. Figure 5 below shows the indicators that Erie monitors on a routine basis at a watershed, service area, and local level. Indicators that are critically important to assess when managing water supply conditions leading into the irrigation season include snowpack conditions, near the onset of runoff, and Northern Water’s CBT quota announcement in April.

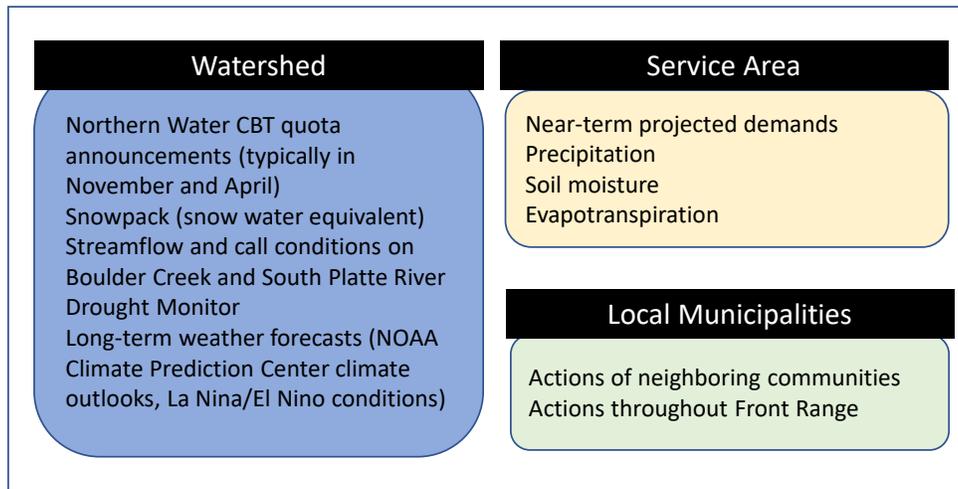


Figure 5: Drought Indicators

In addition to these indicators, a shortage index (equation shown below) showing the ratio of Erie’s projected water supply to demand, represents the availability of supplies relative demand. This may continue to be used in the long-term as Erie continues to develop and additional supplies and demands will evolve as the community develops. However, the level of water supply relative to demand will be just as applicable when long-term planning.

(1)

$$\text{Index} = \frac{\text{Projected supply}}{\text{Projected demand}}$$

(2)

$$\text{Index} = \frac{\text{CBT quota supply} + \text{CBT carryover from last year} + \text{Projected Windy Gap delivery} + \text{Projected yield of ditch rights} + \text{Projected yield of reservoir rights}}{\text{Historical average first use per capita demand} \times \text{This year's projected population} \times \text{10\% safety factor} + \text{Allowance for full CBT carryover}}$$

Details of the shortage index terms and input data are provided below.



- CBT quota supply: this year's CBT quota times Erie's CBT units (AF).
- CBT carryover from last year's storage in the CBT carryover program minus a 10% shrinkage (AF).
- Projected Windy Gap delivery: estimated yield of Windy Gap water (AF).
- Projected yield of ditch rights: estimated yield of ditch water rights (AF).
- Projected yield of reservoir right: estimated yield of storage water rights minus 10% evaporation (AF).
- Historical average first-use per capita demand: Average annual water treatment plant production (AF) and raw water ditch deliveries for non-potable use divided by last year's projected population (AF).
- This year's projected population.
- Allowance for full CBT carryover (AF): CBT units owned by Erie times 20%.

Erie's water shortage index plays a key role when declaring a water shortage and the corresponding level of response. The water shortage index is most frequently calculated and applied during the spring, normally in April after the spring update to the CBT quota has been announced, to project Erie's annual water supply and demand for the upcoming irrigation season. The index includes all of Erie's first-use supplies (CBT, Windy Gap, ditch water rights and reservoir rights). The projected demands entail last year's per capita demand of Erie's first-use water (this does not include reuse water) multiplied by this year's population and safety factor of 10% plus an allowance for a maximum carry-over of Erie's CBT supplies (number of CBT units owned by Erie x 0.2 acre-feet) into the following year.^{19,20}

4.2 Monitoring

Erie will monitor the Town's water shortage index and other indicators on a regular basis. Monitoring will be most intense from late March until early May (when the spring mountain snowpack has accumulated and Northern Water has made its final CBT quota announcement). However, in dry years (or in wet years when the CBT quota is low), monitoring will extend into the irrigation season. If the summer continues to remain dry, monitoring will extend past the irrigation season to determine whether a shortage response is needed in the winter.

Erie's Public Works Department is responsible for calculating the Erie drought index and collecting the other drought indicator data listed in Figure 5 above. The drought index, coupled with the other drought indicator data, is used by Public Works to determine whether there is a drought related shortage for the Town. If a shortage is anticipated, Public Works will develop recommendations for the Erie Board of Trustees to consider prior to any specific drought stage declaration is made. This recommendation may be modified if conditions change that either intensify or reduce shortage conditions.

¹⁹The shortage index reflects the level of shortage Erie may experience in times of drought as well as in wet years when Northern Water sets a lower quota. Erie could be more vulnerable in wet years if Northern Water sets a lower quota (e.g., 50%). Historically, this has happened in wet periods when the amount of supplemental supply needed for agricultural irrigation is low.

²⁰ This index does not include reuse of Erie's Windy Gap credits nor additional yields from the Well Project. Currently these yields are not a significant portion of Erie's supply portfolio. The incorporation of reuse and additional Well Project yields into the index should be revisited during the next Plan update once the Well Project has been developed.



During the irrigation season of a drought or shortage, Public Works will continue to monitor key indicators. Erie may either increase or decrease the shortage stage (see Section 5 below) depending on the magnitude of shortage and regional drought conditions. Erie will also monitor the drought-related actions of other water providers in the region and consider whether these actions are relevant to Erie’s water supply situation. This monitoring enhances the Town’s ability to provide a consistent message to the community on why Erie’s level of response (e.g., water restrictions) is similar to or different from other neighboring urban communities. The Town may also monitor indicators into the fall season to determine whether a shortage declaration is still needed for the fall and into the winter.



5.0 Shortage Stages, Trigger Points, and Response Targets

Erie’s response to water shortages is based on the four stages shown in Table 5 below.²¹ The stages increase in severity as the index decreases which calls for a higher demand reduction target (more water to be saved) with each elevating stage. Stages 1 and 2 (“Voluntary” and “Watch”) generally promote efficient and voluntary reduction of water use among all priorities detailed in Table 2 above. Voluntary programs are designed to increase the community's awareness of shortage conditions and to provide information on ways to reduce water use. Stage 3 “Severe” entails mandatory restrictions of outdoor irrigation while Stage 4 “Emergency” may require prohibition of irrigation and/or rationing.

Table 5: Drought Stages, Trigger Guidelines, and Demand Reduction Targets

Stage	Shortage Index (Trigger)	Total Reduction Target*	Irrigation Reduction Target	Summary of Response
Stage 1. Voluntary	1.0 - .9	10%	20%	Parks and Recreation target a savings of 10%. Water efficiency strongly encouraged.
Stage 2 Watch	0.9 - 0.8	10% - 20%	20% to 35%	Parks and Recreation target a savings of 20%. Additional water savings strongly encouraged.
Stage 3 Severe	0.8- 0.55	20% - 45%	35% to 80%	Parks and Recreation target a savings of 20% - 45%. Mandatory water restrictions enforced. Additional water savings encouraged and required for irrigation.
Stage 4 Emergency	Below 0.55	more than 45%	More than 80%	Parks and Recreation Department ceases irrigation with exception to trees and priority athletic fields. If warranted, irrigation may be prohibited with exception to trees. Focus on preserving water for essential services.

*These percentages should be applied to a “baseline demand” described in further detail below.

Each drought and water shortage events are unique and information from many indicators is needed to assess conditions and determine what water shortage stage is most appropriate. However, the shortage index serves as the main indicator and trigger. As discussed in Section 4.1, the index represents the ratio of Erie’s projected water supply to demand. This index, in combination with the other indicators discussed in Section 4.1, serve as guidelines for a water shortage declaration rather than a “set of rules”. Professional expertise, coupled with other factors, may contribute to staff recommendations and the Town Board’s decisions on a shortage declaration and appropriate response. Furthermore, while the indicators and stages primarily focus on drought-related shortages, these stages may be applied to water shortages that may not be associated with a drought. Such shortages could be induced by the destruction of significant infrastructure caused by natural or anthropogenic events.

In years when Erie is in a declared shortage stage, the total reduction target (percentage of annual demand reduction) should be selected based on targets shown in Table 5 above. The targeted amount of annual water

²¹ The drought stages were initially developed during the 2015 Drought Management Plan update. They were modified during this update based on input from the Planning Committee where the level of enforcement and number of mandatory restrictions was lessened in the “Watch” stage to better represent the magnitude of response needed to meet targeted water use reductions and anticipated reactions from the community.



savings to be achieved (in AF or thousand gallons) should be determined by multiplying Erie’s “baseline demand” by the designated percentage response target defined in Table 5. The baseline demand should be determined by multiplying Erie’s current population by Erie’s annual average per capita water use for the previous five years. This may include reuse demands if Erie is also targeting the reduction of reuse water. The irrigation target shown in Table 5 above, represents the percentage reduction in outdoor use during the irrigation season necessary to achieve the annual total reduction target, assuming most of the annual savings is accomplished through outdoor irrigation.²²

The drought index, coupled with the other drought indicator data and professional expertise, is used by Public Works to determine whether there is a drought related shortage for the Town. If a shortage is anticipated, Public Works will develop recommendations for the Erie Board of Trustees to consider prior to any specific drought stage declaration is made.

Description of Stages

Stage 1 Voluntary – The “Voluntary” stage is considered for declaration when the index is between 1.0 to 0.9. Erie will take measures to optimize supply yields and efficiencies within the supply system, consider acquisition of additional supplies, if needed, and capitalize on beneficial opportunities that may occur from a regional drought.²³ The water use reduction target is 10% for the community as well as for irrigation by Parks and Recreation. The community reduction target is equivalent to about a 20% irrigation reduction assuming most of the savings occurs through irrigation. The commercial and residential sectors will be highly encouraged to reduce water use on a voluntary basis and the Community Water Resiliency Campaign will be initiated. This campaign will promote the “why” and the “how” to save water along with amplify outreach on selected water efficiency programs.

Stage 2 Warning – The “Warning” stage is considered when the index is between 0.9 and 0.8. Like Stage 1, the Town will take action to increase the yield of their water supply system, if needed, and consider using available technical and financial assistance. The selected water use reduction target will range from a 10% to 20% reduction, depending on conditions. This target is determined at the onset of the drought stage and may be adjusted to reflect conditions as the shortage persists. It is equivalent to about a 20% to 35% reduction in irrigation if most of the savings occurs through reduction in irrigation. The Town’s Parks and Recreation Department will target a 20% water savings in irrigation. Voluntary water restrictions coupled with an aggressive Community Water Resiliency Campaign will be enacted. If sufficient savings cannot be achieved through voluntary restrictions, the Town may consider changing some of the voluntary restrictions to mandatory. This will coincide with community education and engagement regarding the restrictions and messaging tactics that foster community ownership and participation.

Stage 3 Severe – The “Severe” stage is considered when the index is between 0.8 and 0.55. Erie will explore opportunities available to increase the yield of their water supply system and consider a variety of options to further extend their supplies including using available technical and financial assistance, using reuse water to preserve key landscape features, and using lesser quality water that still meets drinking water standards. The

²² The irrigation targets are calculated by dividing the total (annual) reduction target by 55% which is Erie’s annual average outdoor water use. For example, the irrigation target of 20% for Stage 1 “Voluntary” was calculated as 10% divided by 55%. The irrigation targets are rounded to 5% increments.

²³ Such benefits may include a regional program to provide additional water supplies to those in real need under a severe drought or a regional drought campaign. Section 3.2 provides an overview on regional drought communication efforts that occurred in 2021.

water use reduction target will be set within the range of 20% to 45% reduction, depending on conditions. This target is determined at the onset of the drought stage and may be adjusted to reflect conditions as the shortage persists. It is equivalent to about a 35% to 80% reduction in irrigation if most of the savings occurs through reduction in irrigation. The Town’s Parks and Recreation Department will select an irrigation water savings target within the range of 20% to 45%. Mandatory water restrictions, coupled with enforcement, will be enacted to help ensure water savings. If sufficient savings cannot be achieved through mandatory restrictions, the Town may consider prohibiting certain types of lower priority irrigation as shown in Table 2 above. The Community Water Resiliency Campaign will continue to aggressively promote water use reductions and provide supporting information on mandatory restrictions, fostering community ownership and buy-in accentuating responsible stewardship.

Stage 4 Emergency – The “Emergency” stage is considered when the index is below 0.55. A shortage of this severity would likely only occur under a severe multi-year drought that exceeds historical records. Focus is placed on ensuring that the health and safety needs of the community can be met. Erie will capitalize on opportunities available to increase the yield of their water supply system and set a water use reduction target exceeding 45% which calls for more than an 80% reduction in irrigation. This will require mandatory restrictions and possibly the prohibition of outdoor irrigation with exception to trees. The Parks and Recreation Department will cease irrigation with exception to highly valued trees and priority athletic fields. The Community Water Resiliency Campaign will emphasize the importance of preserving water for essential functions, fostering responsible stewardship, and amplify messaging on ways the community can save water from an indoor perspective.



6.0 Drought Mitigation and Response Strategies

Erie employs a variety of mitigation and response strategies to address and avoid the impacts associated with drought and water shortages. Mitigation consists of actions taken prior to a drought or water shortage to ensure optimum water supply reliability and that Erie is prepared for addressing shortages. Response strategies are actions taken during a shortage to avoid and reduce impacts while best maintaining water storage for future community needs and essential services such as health and safety.

6.1 Drought Mitigation Measures and Action Plan

Erie is committed to drought preparedness by mitigating impacts of a drought before it occurs. This includes mitigation measures that focus on firming existing as well as acquiring new supplies, operational practices, and water efficiency practices addressed in Erie's Water Efficiency Plan. Erie currently implements the following mitigation measures.²⁴

Water Supply Mitigation Measures

Acquisition of supplies to meet long-term needs – Erie continues to acquire additional CBT unit and local ditch water rights. These acquisitions are necessary to meet the growing demands of the community as well as to ensure that there are sufficient supplies during dry periods.

Windy Gap Firming and NISP Participant – Erie is a participant in NISP requesting an annual 6,500 AF of firm yield. The Town is also a participant in the Windy Gap Firming Project, which would increase the reliability of Windy Gap supplies such that Erie would be able to receive a substantial portion of its Windy Gap allotment during dry years.

Water dedication requirement – Municipal Code 8.1.9 requires new development within the service area to provide either new water supplies or equivalent cash-in-lieu.

Well Project and expansion of reuse water – Erie is in the process of developing a horizontal wellfield on Boulder Creek just upstream of the NWRf. The wellfield will enable the Town to divert junior water rights from South Boulder Creek. When the junior water rights are out-of-priority, Erie may use its Windy Gap reuse credits, stored at the 1,000 AF NWRf storage facility, to augment pumping. This will enable the Town to optimize reuse of its Windy Gap water. The increase in yield of its Windy Gap shares and addition of junior Boulder Creek water rights expands the diversity of Erie's water supply portfolio that is independent of the CBT system. This diversity coupled with the new system redundancy introduced by the well project improves the Town's resiliency to drought.

Plans for a new WTF – Erie plans to introduce additional redundancy into its system by building a new WTF near the NWRf in the next five years. This WTF will treat groundwater using a junior Boulder Creek water right.

²⁴ Discussions were held with the Planning Committee in developing the mitigation measures. Erie's previous plan, coupled with Worksheets B and C in CWCB's Municipal Drought Management Plan Guidance Document, were used in selecting the mitigation measures.



Operational Mitigation Measures

Water shortage storage reserve – Erie maximizes its 20% CBT carryover as a standard operational and drought mitigation practice. When possible, Erie will continue to do this in periods of drought to firm this storage reserve in the case the drought persists into the following year(s).

Coordination with Northern Water – Erie and Northern Water communicate on a regular basis regarding relevant capital improvements and infrastructure operations and maintenance. This is especially critical at the onset or during drought to ensure that there is sufficient storage and infrastructure necessary to meet community needs.

Coordination with Northern Water is essential to ensuring a consistent reliable supply. During the latter part of the summer of 2020, Northern Water lowered Boulder Reservoir for maintenance purposes. Northern Water provided advance notice to Erie which enabled Erie to lease water from Broomfield and Louisville to ensure peak irrigation demands could be met.

Maintenance of emergency interconnects – Erie has emergency interconnects with Lafayette and Left Hand Water District. Erie will consider working with these water providers in expanding the terms of use of these interconnects during dry periods.

Maintenance of bypass around Erie Lake – Low reservoir levels during dry periods can result in algae blooms and taste and odor issues in Erie Lake. Erie has installed a pipeline to bypass CBT and Windy Gap water around Erie Lake and thereby avoid water quality issues.

Maintenance of mobile interconnect – Erie is in the process of purchasing a mobile interconnect that can be transported by truck or trailer. The interconnect can be connected to the distribution system to circumnavigate portions of Erie’s system under acute short-term emergencies (e.g., move water around a distribution line failure). This equipment can also be used for beneficial purpose during longer-term water supply shortages.

Ditch efficiency improvements – Water savings may be achieved by lining ditches Erie uses to convey supplies within its service area. Erie plans to do this on an as needed basis.

Water Efficiency Mitigation Measures

Responsible and efficient use of water is a prudent to Erie’s resiliency in times of water shortages and drought. Both of Erie’s water efficiency and drought planning efforts entail a combination of actions for reducing water use. However, one key distinction is that the water efficiency actions are geared towards long-term reductions in water use while the response actions in this Plan focus on temporary short-term water reuse reductions while in a shortage.

For purposes of this Plan, water efficiency practices are considered a form of drought mitigation. A community that understands the value of water and actively uses water responsibly is more likely to respond to the need to achieve additional water savings during a period of shortage. Furthermore, supply-side measures that support the efficient delivery of water supplies, reduces water waste and places less stress on the need for additional supplies during a shortage.



Mitigation Action Plan

One of Erie’s guiding principles for education in its Water Efficiency Plan is creating community buy-in where the community understands why their water is valuable and how they can actively participate in using water efficiently. The Town plans to foster inclusivity by establishing a community based social marketing approach to the value of water along with its link to a sustainable community and the many benefits of water efficiency.

The Mitigation Action Plan provided in Table 6 below outlines the action items, milestone deadlines, and the Town’s departments and divisions leading the implementation of mitigation measures.

Table 6: Mitigation Action Plan

Mitigation Measures	Action Items	Milestones	Lead
Water Supply Measures			
Acquisition of supplies to meet long-term needs	Continue to acquire new CBT units and local ditch water rights.	Ongoing	Public Works
Windy Gap Firming and NISP participant	Continue to participate in NISP and the Windy Gap Firming projects.	Estimated completion: NISP– 2030 Windy Gap Firming - 2024	Public Works
Water dedication requirement	Continue to implement water dedication requirement.	Ongoing	Engineering
Well project and expansion of reuse water	<ul style="list-style-type: none"> ▪ Continue water court application process. ▪ Develop wellfield. 	Completion of wellfield - 2024	Public Works
Plans for a new WTF	<ul style="list-style-type: none"> ▪ Initiate planning process for new WTF near the NWRf. ▪ Consider options for drought response such as treating water normally designated for non-potable irrigation for potable purposes in a water shortage situation. 	WTF is anticipated to be completed by 2024	Public Works
Operational Measures			
Drought storage reserve	Maximize CBT carryover on an annual basis.	Ongoing	Public Works
Coordination with Northern Water	Communicate on regular basis regarding relevant capital improvements and infrastructure operations and maintenance.	Ongoing	Public Works
Maintenance of emergency interconnects	Maintain emergency interconnects with Lafayette and Left-Hand Water District. Consider working with these water providers in expanding the terms of use of these interconnects during dry periods.	Ongoing	Public Works
Maintenance of bypass around Erie Lake	Maintain bypass around Erie Lake.	Ongoing	Public Works
Maintenance of mobile interconnect	Maintain mobile interconnect.	Ongoing	Public Works



Mitigation Measures	Action Items	Milestones	Lead
Ditch efficiency improvements	Consider improving ditch efficiencies if needed.	n/a	Public Works
Implementation of the water efficiency program	<ul style="list-style-type: none"> ▪ Update Water Efficiency Plan every 7 years. ▪ 2) Implement water efficiency program. 	Ongoing - Water Efficiency Plan to be updated in 2027.	Public Works

6.2 Response Strategies

Erie plans to implement a variety of supply and demand-side response strategies during droughts and water shortages. The supply-side strategies entail actions the Town will implement to extend water supplies. The demand-side response strategies focus on actions by Town staff and the Erie community to reduce water demand/use.²⁵ Table 7 below provides the supply-side response strategies and Table 8 below provides the demand-side response strategies.

Table 7: Supply-Side Response Strategies

Strategies	Details
Actions for Implementation That Do Not Require Partnerships	
Seek technical and financial assistance	Investigate opportunities for technical assistance with the drought and water shortage and capitalize on if needed.
Maximize well project yields	When the well project comes online, optimize groundwater extractions and use of Windy Gap return flows as a source of augmentation.
Maximize storage	Ensure a 20% CBT carryover in storage in case of a multi-year drought and consider maximizing storage in Thomas and Erie Reservoirs as well as the NWRf Storage as additional supply reserve.
Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable.	This may include using Erie's mobile interconnect to address an issue in the water supply distribution system when delivering existing or new supplies.
Actions for Implementation that Require Partnerships and Agreements	
Acquire additional short-term water supplies during shortage	Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, and developing water transfers/trades with other entities to increase yield. In extreme circumstances additional supplies could also entail a water hauling program or use of dead storage in Erie's local reservoirs.
Coordinate and collaborate with others to create beneficial opportunities for Erie and the region.	Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region. This may include entities in the Boulder Creek watershed, Northern Water allottees, and potentially a regional water supply program, if available during extreme droughts.
Utilize existing emergency interconnects with Lafayette and Left Hand Water District, if needed.	If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects.

²⁵ The response strategies were selected using the following criteria: 1) Technical feasibility: will the strategy work as intended in a timely manner? Is there staff available to implement the action? 2) Actual cost and perceived benefits: will the selected strategy provide an adequate amount of water savings/additional supplies relative to the cost? 3) Enforceable: is the strategy worth the cost/effort of enforcing it? 4) Public acceptance: how will the public accept the selected strategy?

Strategies	Details
Actions for Consideration	
Use reuse water to preserve key landscape features under severe and emergency droughts	Apply reuse water to landscape features of higher monetary, environmental, and social value such as larger established trees. In many cases, to limit irrigation only to key features, this would require direct application of reuse water (via a mobile unit) that is separate from the irrigation system.
Extend water supplies by using water of lesser quality water to meet needs while still meeting drinking water standards.	Use of lesser quality water, that typically is not used, could result in taste and odor issues. To mitigate issues Erie may increase water quality monitoring and consider options to reduce impacts such blending multiple sources of various qualities.

Table 8: Demand-Side Response Strategies

Category	Strategies
Town	Reduce water use on Town parks, open space, medians, and Town facilities.
	Limit use of hydrants (except for public safety).
	Reduce/postpone washing of Town fleet vehicles.
	Prohibit use of splash pad and ornamental fountains.
	Prohibit/limit Town street cleaning.
	Increase outreach of designated water efficiency activities that promote savings.
	Consider temporary drought surcharge on water bills.
Town, residential, commercial	Reduce irrigation of trees under severe and emergency shortages.
	Reduce indoor water use.
	Focus on reductions of large residential and commercial water users.
Town and commercial	Address use of covers and other best management practices on hot tubs and pools.
	Coordinate with large public water users to reduce water use.
Residential and commercial	Reduce outdoor watering of turf grass.
	Reduce irrigation on trees, shrubs, perennials, and vegetable gardens.
	Minimal watering on new seed and sod.
	Minimal watering on new plantings.
	Limit installation of new sod, seeding, and/or other landscaping.
	Limit street, sidewalk, driveway, house/auxiliary structure cleaning, and misting devices.
	Limit usage of ornamental fountains.
	Address use of covers and other best management practices on hot tubs and pools.
	Limit private car washing on non-recycled water.
Commercial	Address commercial car washing depending on whether use recycled water.
	Limit outdoor irrigation of golf courses.
	Promote and review efficiencies of using construction water.



6.3 Community Water Resiliency Campaign

The Community Water Resiliency Campaign will be closely coordinated with Erie’s water efficiency programs and rebates. During wet and normal periods, when there is not a pending or existing water shortage, Erie will rely on its water efficiency programs to increase community awareness on the importance of efficient water use. The Community Water Resiliency Campaign will be initiated at the onset of a drought or water shortage, educating the community on the implications, and promoting additional water savings beyond what is typically achieved through the water efficiency program. The frequency of messaging and staff effort focused on reaching out to the community will be elevated to ensure that the community understands the implications of the water shortage and what they can do to contribute to achieving additional water savings.

The objectives of the Community Water Resiliency Campaign are:

- Ensure all Town staff are updated on the status of the water shortage stage and interface with the community conveying coordinated consistent messages.
- Minimize the need for enforcement by fostering a nimble two-way partnership with the community where the community is an integral part of the solution. Campaign messaging should proactively address community concerns with flexibility to be adjusted based on unique circumstances of the shortage.
- Coordinate campaign efforts with relevant conservation-oriented entities and nearby municipalities, water districts, counties, and water providers to capitalize on synergistic opportunities and convey, where appropriate, consistent messaging on why there are differences in drought response in other jurisdictions.

Figure 6 below highlights the types of messaging Erie will convey to the community about water. During times when there is not a drought or shortage, messaging focuses on the value of water and promotion of using water efficiency. The goals and additional information on this educational outreach program are provided in Erie’s Water Efficiency Plan. During a drought and water shortage, messaging is expanded to encourage additional savings also shown in Figure 6. Messaging may be customized to each shortage situation, to ensure



the campaign adequately addresses each unique circumstance. The frequency and intensity of the messaging should also be customized to each shortage and corresponding stage. For instance, the messaging for a multi-year drought with increasing intensity entering Stage 3 “Severe” drought will be very different from a short-term Stage 1 “Voluntary” drought that entails voluntary restrictions during the summer. Generally, messaging should focus on the following for each water shortage stage:

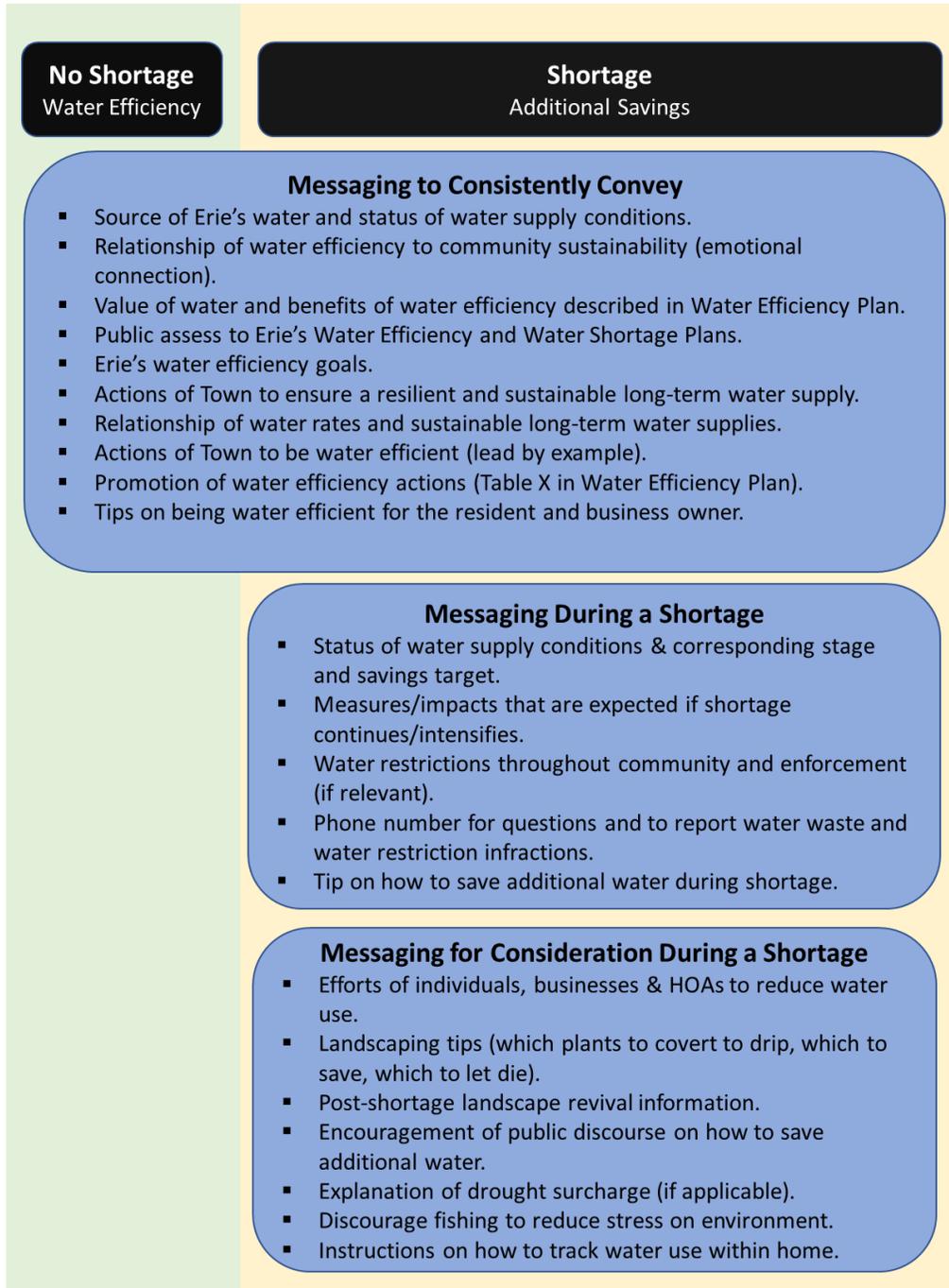


Figure 6: Community Messaging`



Stage 1 Voluntary – Promote the “why” and the “how” to save water along with amplify outreach on selected water efficiency programs.

Stage 2 Warning – Enact intensive messaging effort on why and how to reduce outdoor water irrigation, fostering community buy-in and a sense of responsible stewardship. If some of the voluntary restrictions are changed to mandatory status to meet the water use reduction target, additional messaging will be provided to educate the community on the need for the restrictions and importance to adhere to such restrictions.

Stage 3 Severe – Aggressively promote water use reduction and provide supporting information on mandatory restrictions, fostering community ownership and buy-in, and sense of responsible stewardship. During enforcement, appropriate transparency of data and consistency of messaging are critical to gaining community support and trust.

Stage 4 Emergency – Emphasize the importance of preserving water for essential functions, fostering responsible stewardship, and amplify messaging on ways the community can save water from an indoor perspective.

Prior to the formal declaration of a water shortage, Public Works will work with the Communications & Community Engagement Department in developing the Community Water Resiliency Campaign to ensure that the messages delivered are accurate. The Communications & Community Engagement Department will take the lead in developing the communications plan which will include key messages, groups to focus messaging on, frequency of messaging and communication tools. Messaging will heavily rely on current tools that routinely prove to be effective. This includes the Town’s Erie.co.gov and Erie.Earth websites, sustainability newsletter, social media, bill inserts, distribution lists, education videos, and demonstration gardens. Additional avenues for communication may be introduced such as newspaper articles, booths at special events, and school programs.

Coordination with other entities is an important component of the Community Water Resiliency Campaign. Efforts will be made to capitalize on synergistic opportunities with other conservation-oriented entities and nearby municipal, district, county, and water providers (e.g., Left Hand Water District) to provide drought messaging. Erie will also track other local water providers’ drought-related response activities, water use restrictions, and means of enforcement. This will enable Erie to explain to its customers their similarities and differences between Erie’s drought response activities and neighboring urban areas as well as build a regional response effort; water delivery is intimately connected and the actions of one community usually affect another.



7.0 Drought and Shortage Response

This section outlines supply and demand-side response measures specific to each shortage stage.

7.1 Voluntary Stage

Stage 1 Voluntary: Index of 1.0 to 0.9

Total Water Use Reduction Target: 10%

Irrigation Target: 20%

Summary – The “Voluntary” stage is considered for declaration when the index is between 1.0 to 0.9. Erie will take measures to optimize supply yields and efficiencies within the supply system, consider acquisition of additional supplies, if needed, and capitalize on beneficial opportunities that may occur from a regional drought.²⁶ The water use reduction target is 10% for the community as well as for irrigation by Parks and Recreation. The community reduction target is equivalent to about a 20% irrigation reduction assuming most of the savings occurs through reduction in irrigation. The commercial and residential sectors will be highly encouraged to reduce water use on a voluntary basis and the Community Water Resiliency Campaign will be initiated. This campaign will promote the “why” and the “how” to save water along with amplify outreach on selected water efficiency programs.

Supply-Side Measures

- Optimize well project yields including reuse to preserve shortage reserves in storage.
- Ensure a 20% CBT carryover.
- Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).
- Consider additional short-term water supplies during shortage, if needed.²⁷
- Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region.²⁸
- If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.

²⁶ Such benefits may include a regional program to provide additional water supplies to those in real need under a severe drought or a regional drought campaign. Section 3.2 provides an overview on regional drought communication efforts that occurred in 2021.

²⁷ Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, leasing of groundwater pumped by other entities, and developing water transfers/trades with other entities to increase yield. In extreme circumstances, additional supplies could also entail a water hauling program or use of dead storage in Erie's local reservoir.

²⁸ This may include entities in the Boulder Creek watershed, Northern Water partners, and potentially a regional water supply program during extreme droughts.



Demand–Side Measures

Town

Note: The targeted savings (as percentages) in this section applies to the cumulative total zoned area within all Town parks and facilities. There are many site-specific factors that influence the amount of savings that may be achieved at each individual site (e.g., sun exposure, slope, soils etc.). Some areas will achieve greater savings than other areas. Erie also tracks the amount of irrigation applied to Town parks and facilities on a routine basis. The targeted savings for this measure specifically refers to the savings that the Town may achieve relative to the amount of water the Town has used for irrigation over the past several years. As the climate continues to warm, irrigation may increase in response to an increase in evapotranspiration. Such an increase will be captured through Erie’s active monitoring.

- Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). – Target 10% savings relative to historical irrigation.
- Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule). – Target 10% savings relative to historical irrigation.
- Irrigated Native and Grasses (Parks, medians, and open space zones with little foot traffic). – Target 10% savings relative to historical irrigation.
- Town Facilities (Turf grass on Town facilities) – Target 10% savings relative to historical irrigation.
- Shrubs and Perennial Plantings (Zones in parks, Town facilities and medians) – Target 10% savings relative to historical irrigation.
- Fleet Vehicles (Including police vehicles) – Reduce washing frequency.
- Water efficiency activities that promote savings during a shortage – Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification Program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if applicable), indoor water audits, and working with high water users.

Town, Residential and Commercial

- Trees (all irrigated trees within Erie’s service area) – Voluntary. Promote and apply best management practices to ensure efficient irrigation.

Town and Residential

- High Residential Water Users – Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.

Town and Commercial

- Large public irrigators (Colorado National Golf Club, HOA common spaces, school districts, landscapers) – Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.

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Residential and Commercial

- Turf grass (residents, businesses, HOAs, and schools) – Voluntary. Eliminate waste with additional water savings encouraged. Watering should not exceed three times per week and only occur from 8 p.m. to 8 a.m. per Municipal Code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.²⁹
- Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools) – Voluntary. Apply best management practices to water efficiently.
- Street, sidewalk, driveway, house/auxiliary structure cleaning, and misting devices – Voluntary. Reduce/eliminate use of water for cleaning. Alternative cleaning methods encouraged.
- Private and public pools and hot tubs – Voluntary. Encourage use of covers and minimize filling.



Commercial

- Car washes without recycling – Voluntary. Promote best management practices to save water.
- Car washes with recycled water – Voluntary. Promote best management practices to save water.
- Construction water – Encourage efficient use of construction water.

²⁹ In large areas (e.g., HOA open space) where irrigation of the entire area cannot be accomplished within the designated time, signs will be provided by the Town that includes messaging to inform the community of why watering is occurring outside of the designated window.

7.2 Warning Stage

Trigger: Index of 0.9 to 0.8

Total Water Use Reduction Target: 10% to 20%

Irrigation Target: 20% to 35%

Summary – The “Warning” stage is considered when the index is between 0.9 and 0.8. Like Stage 1, the Town will take action to increase the yield of their water supply system, if needed, and consider using available technical and financial assistance. The selected water use reduction target will range from a 10% to 20% reduction, depending on conditions. This target is determined at the onset of the drought stage and may be adjusted to reflect conditions as the shortage persists. It is equivalent to about a 20% to 35% reduction in irrigation assuming most savings occurs through reduction in irrigation. The Town’s Parks and Recreation Department will target a 20% water savings in irrigation. Voluntary water restrictions coupled with an aggressive Community Water Resiliency Campaign will be enacted. If sufficient savings cannot be achieved through voluntary restrictions, the Town may consider changing some of the voluntary restrictions to mandatory. This will coincide with community education and engagement regarding the restrictions and messaging tactics that foster community ownership and participation.

Supply-Side Measures

- Identify any technical and financial assistance opportunities.
- Optimize well project yields including reuse to preserve shortage reserves in storage.
- Ensure a 20% CBT carryover and consider maximizing storage in Erie, Thomas, and the NWRP Storage as additional supply reserve.
- Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie’s mobile interconnect).
- Acquire additional short-term water supplies during shortage, if needed.³⁰
- Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region.³¹
- If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.

³⁰ Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, leasing of groundwater pumped by other entities, and developing water transfers/trades with other entities to increase yield. In extreme circumstances, additional supplies could also entail a water hauling program or use of dead storage in Erie’s local reservoir.

³¹ This may include entities in the Boulder Creek watershed, Northern Water partners, and potentially a regional water supply program during extreme droughts.



Demand–Side Measures

Town

Note: The targeted savings (as percentages) in this section applies to the cumulative total zoned area within all Town parks and facilities. There are many site-specific factors that influence the amount of savings that may be achieved at each site individual site (e.g., sun exposure, slope, soils, etc.). Some areas will achieve greater savings than other areas. Erie also tracks the amount of irrigation applied to Town parks and facilities on a routine basis. The targeted savings for this measure specifically refers to the savings that the Town may achieve relative to the amount of water the Town has used for irrigation over the past several years. As the climate continues to warm, irrigation may increase in response to an increase in evapotranspiration. Such an increase will be captured through Erie’s active monitoring.

- Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). – Target 20% savings relative to historical irrigation.
- Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule). – Target 20% savings relative to historical irrigation.
- Irrigated Native and Turf Grasses (Parks, medians, and open space zones with little foot traffic). – Target 20% savings relative to historical irrigation.
- Town Facilities – Turf grass on Town facilities – Target 20% savings relative to historical irrigation.
- Shrubs and Perennial Plantings (Zones in Parks, Town facilities and medians) – Target 20% savings relative to historical irrigation.
- Fleet Vehicles (Including police vehicles) – Limit washing to once per week.
- Ornamental fountains in parks and splash pad – Ornamental fountains in parks are turned off and splash pads are turned off between 7 p.m. to 4 p.m.
- Water efficiency activities that promote savings during a shortage – Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification Program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if applicable), indoor water audits, and working with high water users.

Town, Residential and Commercial

- Trees (all irrigated trees within Erie’s service area) – Voluntary. Limit watering to hand-held hose or low-volume non spray on any day from 8 p.m. to 8 a.m.
- Indoor Use – Voluntary. Public campaign encourages reductions.



Town and Residential

- High Residential Water Users – Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Encourage free water audits.

Town and Commercial

- Large public irrigators (Colorado National Golf Club, school districts, landscapers, and HOAs) – Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.

Residential and Commercial

- Turf grass (residents, businesses, HOAs, and schools) – Voluntary. Eliminate waste with additional water savings encouraged. Watering should not exceed two times per week and only occur from 8 p.m. to 8 a.m. per Water Waste code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.³²
- Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools) – Voluntary. Limit watering to hand-held hose or low-volume non spray on any day from 8 p.m. to 8 a.m.
- Street, sidewalk, driveway, house/auxiliary structure cleaning and misting devices – Voluntary. Reduce/eliminate use of water for cleaning. Alternative cleaning methods encouraged.



³² In large areas (e.g., HOA open space) where irrigation of the entire area cannot be accomplished within the designated time, signs will be provided by the Town that includes messaging to inform the community of why watering is occurring outside of the designated window.

- Ornamental fountains – Voluntary. Shut off ornamental fountains.
- Private and public pools and hot tubs – Voluntary. Encourage use of covers and minimize filling.
- Private car washing – Encourage use of commercial car washes that use recycled water.

Commercial

- Car washes without recycling – Voluntary. Promote and apply best management practices to save water.
- Car washes with recycled water – Voluntary. Promote best management practices to save water.
- Construction water – Encourage efficient use of construction water.



7.3 Severe Stage

Trigger: Drought Index of 0.8 to 0.55

Total Water Use Reduction Target: 20% to 45%

Irrigation Target: 35% to 80%

Summary – The “Severe” stage is considered when the index is between 0.8 and 0.55. Erie will explore opportunities available to increase the yield of their water supply system and consider a variety of options to further extend their supplies including using available technical and financial assistance, using reuse water to preserve key landscape features, and using lesser quality water that still meets drinking water standards. The water use reduction target will be set within the range of 20% to 45% reduction, depending on conditions. This target is determined at the onset of the drought stage and may be adjusted to reflect conditions as the shortage persists. It is equivalent to about a 35% to 80% reduction in irrigation if most of the savings occurs through reduction in irrigation. The Town’s Parks and Recreation Department will select an irrigation water savings target within the range of 20% to 45%. Mandatory water restrictions, coupled with enforcement, will be enacted to help ensure water savings. If sufficient savings cannot be achieved through mandatory restrictions, the Town may consider prohibiting certain types of lower priority irrigation as shown in Table 2 above. The Community Water Resiliency Campaign will continue to aggressively promote water use reductions and provide supporting information on mandatory restrictions, fostering community ownership and buy-in accentuating responsible stewardship.

Supply-Side Measures

- Identify any technical and financial assistance opportunities.
- Optimize well project yields including reuse to preserve shortage reserves in storage.
- Ensure a 20% CBT carryover and maximize storage in Erie, Thomas and the NWRf Storage as additional supply reserve to the extent possible.
- Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g. use of Erie's mobile interconnect).
- Acquire additional short-term water supplies during shortage, if available³³.
- Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region³⁴.
- If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.

³³ Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, leasing of groundwater pumped by other entities, and developing water transfers/trades with other entities to increase yield. In extreme circumstances, additional supplies could also entail a water hauling program or use of dead storage in Erie’s local reservoir.

³⁴ This may include entities in the Boulder Creek watershed, Northern Water partners, and potentially a regional water supply program during extreme droughts.

- Use reuse water to preserve key landscape features. (In areas not accessible by the non-potable distribution system, hauling of reuse water to key features may be needed).
- Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards.³⁵

Demand–Side Measures

Town

Note: The targeted savings (as percentages) in this section applies to the cumulative total zoned area within all Town parks and facilities. There are many site-specific factors that influence the amount of savings that may be achieved at each site individual site (e.g., sun exposure, slope, soils, etc.). Some areas will achieve greater savings than other areas. Erie also tracks the amount of irrigation applied to Town parks and facilities on a routine basis. The targeted savings for this measure specifically refers to the savings that the Town may achieve relative to the amount of water the Town has used for irrigation over the past several years. As the climate continues to warm, irrigation may increase in response to an increase in evapotranspiration. Such an increase will be captured through Erie’s active monitoring.

- Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). – Target 20% to 35% savings relative to historical irrigation. Maintain athletic fields to level needed to ensure safety.
- Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule). – Target 20% to 45% savings relative to historical irrigation. Irrigate enough to ensure survival.
- Irrigated Native and Turf Grasses (Parks, medians, and open space zones with little foot traffic). – Target 20% to 45% savings relative to historical irrigation. Irrigation may be prohibited in certain areas. Decisions on what areas to maintain vs irrigate will be based on how to best minimize asset losses.
- Town Facilities (Turf grass on Town facilities) – Target 20% to 45% savings relative to historical irrigation. Irrigate enough to ensure survival. Signs may be posted on dormant grass to educate community that the grass is dormant and can be revived once restrictions are over.
- Shrubs and Perennial Plantings (Zones in parks, Town facilities, and medians) – Target 20% to 30% savings relative to historical irrigation. Maintain irrigation to ensure survival.
- Annual Plantings – No irrigated annual plantings. Signs may be posted promoting need to save water.
- Hydrants – Reduce frequency of flushing while maintaining water quality.
- Fleet Vehicles (Including police vehicles) – No washing of fleet vehicles.

³⁵ Sources of supply may include ditch water rights that are typically used for non-potable purposes. Erie will mitigate impacts where possible (e.g., blending of multiple sources and increasing monitoring).



- Ornamental fountains in parks and splash pad – Ornamental fountains in parks are turned off and splash pads are turned off.
- Water efficiency activities that promote savings during a shortage - Increase public outreach through water efficiency programs. Such programs may include: EyeOnWater, Green Business & HOA Certification Program, Slow the Flow sprinkler consultations, smart irrigation control clock and automated rain sensor discounts and direct installs, turf replacement program (if applicable), indoor water audits, and working with high water users.
- Drought surcharge – Consider drought surcharge.

Town, Residential and Commercial

- Trees (all irrigated trees within Erie’s service area) – Mandatory. In areas where not irrigated with sprinkler system, limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m.
- Indoor Use – Voluntary. Public campaign encourages reductions.

Town and Residential

- High Residential Water Users – Provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Require free water audit and implementation of recommendations if water use remains at Tier 3 or 4 levels.

Town and Commercial

- Large public irrigators (Colorado National Golf Club, HOA common spaces, school districts, and landscapers) – Coordinate with large public water users to optimize water efficiency and promote voluntary restrictions.

Residential and Commercial

- Turf grass (residents, businesses, HOAs, and schools) – Mandatory. Eliminate waste and additional savings required. Watering should not exceed two times per week from 8 p.m. to 8 a.m. per Water Waste code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.³⁶
- Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools) – Mandatory. Limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.
- New seed and sod (residents, businesses, HOAs, and schools) – Mandatory. Residents may apply for waiver to irrigate every day to establish vegetation for two-week period. Resident will receive signage from Town to post in front lawn explaining why exempted from restrictions.

³⁶ In large areas (e.g., HOA open space) where irrigation of the entire area cannot be accomplished within the designated time, signs will be provided by the Town that includes messaging to inform the community of why watering is occurring outside of the designated window.



- New plantings including trees, shrubs, perennials (residents, businesses, HOAs, and schools – Mandatory. Limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.
- Street, sidewalk, driveway, house/auxiliary structure cleaning, and misting devices – Prohibit. Use of water for outdoor cleaning purposes is prohibited.
- Ornamental fountains – Mandatory. Shut off ornamental fountains. Special cases may be made for ponds containing fish or used for food production purposes.
- Private and public pools and hot tubs – Voluntary. Encourage use of covers & minimize filling.
- Private car washing – Consider prohibiting private car washing. Encourage use of commercial car washes that use recycled water.

Commercial

- Car washes without recycling – Mandatory. Must meet a standard of 40 gallons or less per vehicle.³⁷
- Car washes with recycled water – Voluntary. Promote best management practices to save water.
- Construction water – Encourage efficient use of construction water.



³⁷ Traditional car washes use an average of 38 gallons of water per vehicle yet this can range between 15 and 85 gallons without water conservation equipment. Sources: 1) www.washos.com/blog/statistics-car-wash-industry and 2) earth911.com/eco-tech/water-conservation-and-car-washing/#:~:text=Traditional%20car%20washes%20use%20between%2015%20and%2085,tech%20%28depending%20on%20the%20type%20of%20car%20wash%29.

7.4 Emergency Stage

Trigger: Index below 0.55

Water Use Reduction Target: More 45%

Irrigation Target: More than 80%

Summary – The “Emergency” stage is considered when the index is below 0.55. A shortage of this severity would likely only occur under a severe multi-year drought that exceeds historical records. Focus is placed on ensuring that the health and safety needs of the community can be met. Erie will capitalize on opportunities available to increase the yield of their water supply system and set a water use reduction target exceeding 45% which calls for more than an 80% reduction in irrigation assuming most savings occurs from reduction in irrigation. This will require mandatory restrictions and possibly the prohibition of outdoor irrigation with exception to trees. The Parks and Recreation Department will cease irrigation with exception to highly valued trees and priority athletic fields. The Community Water Resiliency Campaign will emphasize the importance of preserving water for essential functions, fostering responsible stewardship, and amplify messaging on ways the community can save water from an indoor perspective.

Supply-Side Measures

- Identify any technical and financial assistance opportunities.
- Optimize well project yields including reuse to preserve shortage reserves in storage.
- Maximize CBT carryover and storage in Erie, Thomas and the NWRP storage as additional supply reserve to the extent possible.
- Modify operations/infrastructure to optimize efficiency of water supply distribution system and for distribution of new supplies, when applicable (e.g., use of Erie's mobile interconnect).
- Acquire additional short-term water supplies during shortage, if available.³⁸
- Coordinate and collaborate with other entities and water users on strategies that benefit Erie and the region.³⁹
- If needed, coordinate with Lafayette and Left Hand Water District to deliver additional supplies to Erie through its existing interconnects with these providers.
- Where circumstances allow, use reuse water to preserve key landscape features. (In areas not accessible by the non-potable distribution system, hauling of reuse water to key features may be needed).

³⁸ Additional supply options may include leasing arrangements from farmers and other municipalities, leasing excess CBT supplies (if available), exchanging non-potable reuse for potable supplies, leasing of groundwater pumped by other entities, and developing water transfers/trades with other entities to increase yield. In extreme circumstances, additional supplies could also entail a water hauling program or use of dead storage in Erie's local reservoir.

³⁹ This may include entities in the Boulder Creek watershed, Northern Water partners, and potentially a regional water supply program during extreme droughts.



- Extend water supplies by using water of lesser quality than would normally use to meet needs while still meeting drinking water standards.⁴⁰

Demand–Side Measures

Town

- Active Turf Recreation (Park zones that are heavily used. This includes regular programmed athletic events and spaces rented by the community). – Watering limited to certain athletic fields. Athletic events may still be held on these fields at a reduced schedule.
- Passive Turf Recreation (Park zones of moderate use. Includes areas where the community recreates on an informal basis without a programmed schedule). – Watering prohibited.
- Irrigated Native and Turf Grasses (Parks, medians, open space zones with little foot traffic). – Watering prohibited.
- Town Facilities (Turf grass on Town facilities) – Water prohibited.
- Shrubs and Perennial Plantings (Zones in parks, Town facilities and medians) – Water prohibited. Key shrubs may be watered just enough to ensure survival. Sprinkler system prohibited.
- Annual Plantings – Annual plantings prohibited. Signs may be posted promoting need to save water.
- Hydrants – Reduce frequency of flushing while maintaining water quality.
- Fleet Vehicles (Including police vehicles) – No washing of fleet vehicles.
- Ornamental fountains in parks and splash pad – Ornamental fountains in parks are turned off and splash pads are turned off.
- Water efficiency activities that promote savings during a shortage – Increase public outreach through water efficiency programs. Such programs may include: indoor water audit and working with high water users.
- Drought surcharge – Consider drought surcharge.

Town, Residential and Commercial

- Trees (all irrigated trees within Erie’s service area) – Mandatory. Limit watering to just enough to ensure survival. Use hand-held hose or low-volume non spray from 8 p.m. to 8 a.m.
- Indoor Use – Mandatory. Public campaign encourages reductions. Fines/flow restrictors may be applied to abnormally high users.

⁴⁰ Sources of supply may include ditch water rights that are typically used for non-potable purposes. Erie will mitigate impacts where possible (e.g., blending of multiple sources and increasing monitoring).

Town and Residential

- High Residential Water Users – If applicable, provide outreach to high water users (billing at Tier 3 and 4) on how to reduce water use. Require free water audits and implementation of recommendations if water use remains at Tier 3 or 4 levels.

Town and Commercial

- Large public irrigators (Colorado National Golf Club, HOA common spaces, school districts, landscapers). – If applicable, coordinate with large public water users to optimize water efficiency and discuss impacts associated with mandatory restrictions.

Residential and Commercial

- Turf grass (residents, businesses, HOAs, and schools) – Mandatory to Prohibit. If allowed, watering should not exceed once per week from 8 p.m. to 8 a.m. per Water Waste code. Exceptions to timing may be made for those with large areas of irrigated turf or not on automated systems.⁴¹
- Shrubs, perennials, vegetable gardens (residents, businesses, HOAs, and schools) – Mandatory to Prohibit. If allowed limit watering to hand-held hose or low volume non spray two days a week from 8 p.m. to 8 a.m. Special cases may be made for vegetable gardens.
- New seed and sod (residents, businesses, HOAs, and schools)– Mandatory to Prohibit. If allowed, residents may apply for waiver to irrigate every day to establish vegetation for two-week period. Residents will receive signage from Town to post in front lawn explaining why exempted from restrictions.
- New planting including trees, shrubs, perennials (residents, businesses, HOAs, and schools) – Mandatory to Prohibit. If allowed limit watering to hand-held hose or low-volume non spray from 8 p.m. to 8 a.m. Consider prohibiting new plantings if irrigation throughout community is prohibited. Special cases may be made for establishment of low water use vegetation.
- Street, sidewalk, driveway, house/auxiliary structure cleaning and misting devices – Prohibit. Use of water for outdoor cleaning purposes is prohibited.
- Ornamental fountains – Mandatory. Shut off ornamental fountains. Special cases may be made for ponds containing fish or used for food production purposes.
- Private and public pools and hot tubs – Mandatory. Require use of covers and minimize filling. Public works may coordinate filling events of public pools and hot tubs.
- Private car washing – Prohibit private car washing.

⁴¹ In large areas (e.g., HOA open space) where irrigation of the entire area cannot be accomplished within the designated time, signs will be provided by the Town that includes messaging to inform the community of why watering is occurring outside of the designated window.



Commercial

- Car washes without recycling water – Prohibit operations.
- Car washes with recycled water. – Town review facilities to ensure water is being conserved at optimum levels. Modifications to operations may be required.
- Construction water – Town may review use of construction water on a site-by-site basis to ensure water is being used at optimum efficiency.



8.0 Operational and Administrative Framework of Response

8.1 Drought and Shortage Declaration Process

Public Works Department is responsible for the monitoring of climactic conditions and providing recommendations to the Town Administrator and Board of Trustees on the declaration of a drought and/or water shortage and accompanying stage. The water shortage index and other indicators in Figure 5 serve as guidelines for a declaration. Recommendations are to be presented to the Town Board who is responsible for making the final decision considering the Public Works Director's recommendations. The Town Board will have an opportunity to discuss the recommendations, ask questions and ultimately decide whether the recommended stage should be officially declared. Once the Town Board has decided to make a declaration, the Mayor may make the declaration and the Town Administrator is the appointed authority during a Drought Declaration per Municipal Code Chapter 8. The Town's Communications Department will be responsible in delivering the message to the community in close coordination with Public Works.

The declaration of drought and water shortages is not a straight-forward decision. There are a lot of climatic, operational, and community factors to take into consideration. Monitoring data coupled with professional expertise and other critical factors inform the final decision.

The timing of a declaration will be an important consideration by both Erie staff and the Town Board. If a shortage is declared too late, and actions are not taken early enough to reduce water use, water storage can be severely depleted and result in impacts that would have been less or otherwise avoided. Conversely, premature declarations can result in unnecessary actions and messaging where the community can lose confidence in Town leadership.

8.2 Implementation of the Drought and Shortage Response

In preparation for the declaration of a water shortage or drought, the Public Works Director will develop a Response Team consisting of a consortium of interdepartmental Erie staff to help coordinate the response. Figure 7 below highlights the key departments and essential staff positions to be included on the Response Team. Additional staff may be included depending on circumstances of the shortage.

Weekly or bi-weekly staff meetings will be initiated prior to the declaration of a shortage to start preparing the response effort and Community Water Resiliency Campaign. Ideally, this should be started as soon as the Public Works Department acquires enough information to warrant the consideration of such a declaration. This may occur early spring prior to final snowpack accumulation if there is sufficient climatic data suggesting a drought of such intensity that a declaration is warranted. The initial Response Team meetings will focus on the response measures and Community Water Resiliency Campaign. Suggested items are listed below. As the shortage persists, the Public Works Department will be responsible for developing agendas, posting meeting minutes, and facilitating discussions as appropriate.



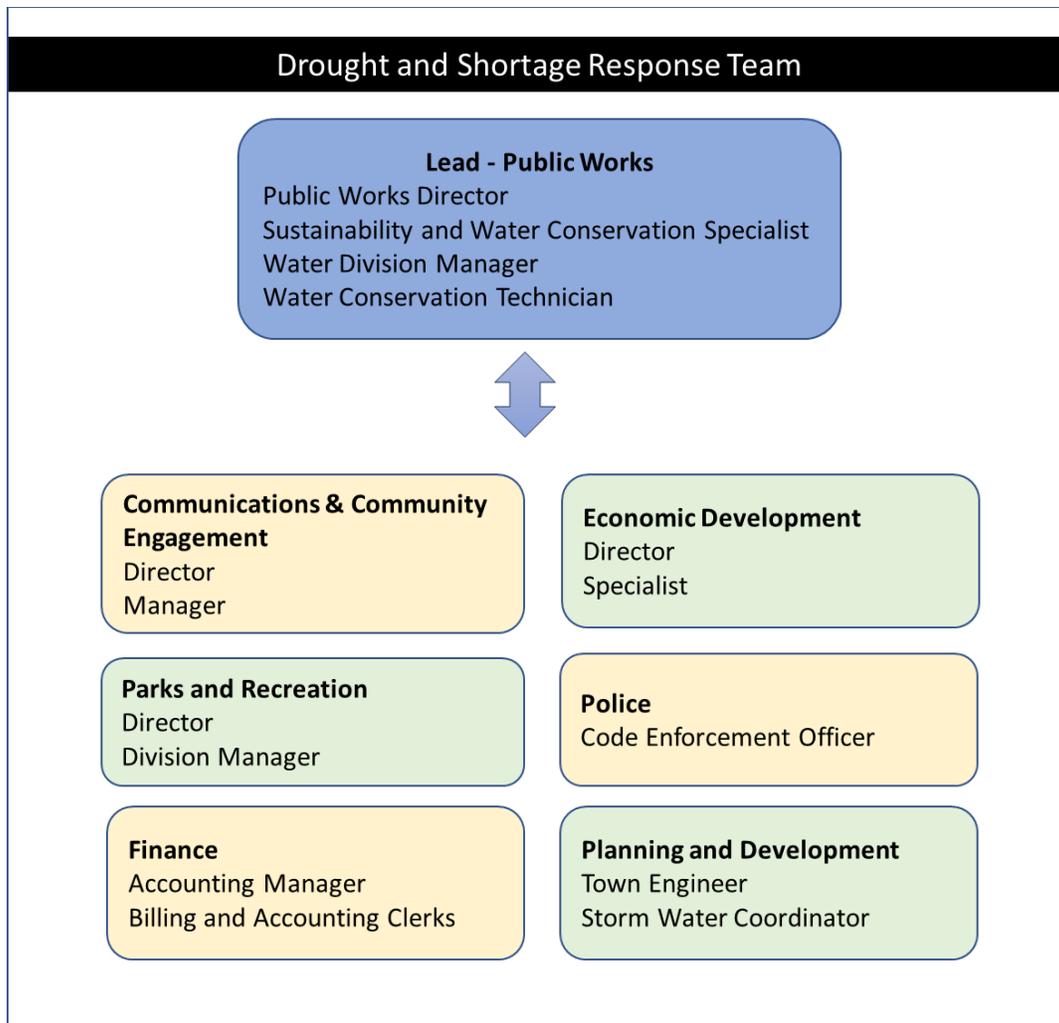


Figure 7: Drought and Shortage Response Team`

- Review of funds available for implementation of the drought and water shortage response.
- Actions necessary to initiate the response measures necessary to achieve the appropriate water use reduction target.
- Messaging to the community including education of Town staff interfacing with the public and an outreach plan for conveying the messaging. This should include how the messaging will be conveyed and how the Town will receive input from the community as the shortage persists.
- Roles and responsibilities of individual staff in carrying out the response.
- Actions necessary for enforcement (if applicable).

An overview of roles and responsibilities on a departmental level for administering the drought and shortage response is provided in Table 9 below. This will need to be refined to include specific staff members and individual responsibilities at the onset of the declaration. Responsibilities will be adjusted throughout the declaration period as each response is unique.

Table 9: Implementation of the Drought and Water Shortage Response

Roles and Responsibilities	Timeframe	Lead
Monitor climate and hydrologic indicators Calculate drought index.	Year round with frequency increasing early spring	Public Works Parks and Recreation
Provide recommendations to Town Board on shortage declaration.	ASAP prior to declaration	Public Works
Formulate interdepartmental Response Team and facilitate weekly or bi-weekly meetings.	ASAP prior to declaration and during declaration period	Public Works
Develop plan for shortage response (using Table ES-1 and Section 7 as a guideline).	ASAP prior to declaration	Public Works (with help from Response Team)
Develop plan for the Community Water Resiliency Campaign.	ASAP prior to declaration	Marketing and Communications (with help from Response Team)
Estimate costs and staff resource needs for implementation of response measures.	ASAP prior to declaration	Public Works (coordinate with Finance)
Administer response measures and coordinate responsibilities among Town staff.	During declaration period	Public Works (with help from Response Team)
Reduce irrigation to meet targeted reductions on parks and Town facilities.	During declaration period	Parks and Recreation
Monitor revenue changes and expenses.	During declaration period	Finance
Monitor enforcement actions including citation of fines (for Stage 3 Severe and Stage 4 Emergency).	During declaration period	Finance
Monitor irrigation use in relation to water savings target.	During declaration period	Parks and Recreation
Monitor water demands in relation to water use reduction target.	During declaration period	Public Works
Develop community messaging when coming out of a shortage or drought.	End of declaration	Communications
Closely monitor and document response (Section 8.5).	ASAP prior to declaration and during declaration period	Public Works

8.3 Enforcement of the Drought and Shortage Response

Enforcement of the drought and shortage response measures is needed when mandatory water restrictions are enacted and there is noncompliance. This will occur in Stage 3 “Severe” and Stage 4 “Emergency” and could potentially occur in Stage 2 “Watch” if monitoring data is showing that the necessary water use reduction target is not being achieved. Prior to enforcement, the Community Water Resiliency Campaign will craft messaging to prepare the community for mandatory restrictions underlying the importance of reducing water use and how the restrictions will be enforced. Appropriate transparency or data and consistency of messaging are important to gain community support and trust. The Public Works Department will work closely with the



Communications & Community Engagement Department to ensure that information on enforcement is accurate and appropriately messaged.

Prior to stage declaration, the Public Works Department will work with the Response Team to determine the level of enforcement necessary and penalties assigned to infractions. The severity of penalty will depend upon the declared stage and number of infractions incurred by a customer. Penalties could range from warning citations and monetary fines to the temporary shut-off of water services in severe cases.

Enforcement will be managed by the Public Works Department in coordination with the Police Department. This will include patrol of neighborhoods and business districts to identify community members that are in violation of mandatory restrictions and issuing citations and appropriate penalties. Additional temporary staff or contractor(s) may be needed to assist with enforcement. The Public Works Department will work with the Response Team in identifying the necessary resources ensure sufficient enforcement. A call-in number (hotline) may also be established where members of the community can call to report infractions within their local area. These “hotline claims” would be verified by the Town prior to issuance of citations. Outreach and enforcement actions will also be coordinated with the Police Department to ensure consistent messaging and to explore further opportunities to coordinate with enforcement efforts.

Customers will also have an opportunity to appeal citations. Written appeals may be mailed/emailed to the Town Clerk’s office at Town Hall (PO Box 750, Erie CO 80516 or 645 Holbrook Street Erie, CO 80516) providing justification for why the citation should be appealed. An email address may also be set up for correspondence. Reasons for appeal may include:

- The citation mistakenly included the wrong address.
- New resident has moved into a house that had received multiple previous citations through no fault of the new resident.
- Resident irrigates with water from a well of another service provider (Left Hand Water District).
- Resident is establishing new sod where frequent irrigation is necessary for establishment and has been approved for a temporary exemption.

For certain exceptions, signage may be provided by the Town for posting on the irrigated area informing others of why the exception exists for established water restrictions.



8.4 Revenue Implications and a Financial Budgeting Plan

A reduction in customer water use during periods of droughts and shortages also reduces water sales and consequently could result in a revenue shortfall for the utility. Increased costs associated with implementation of the drought and shortage response, Community Water Resiliency Campaign, and enforcement could further intensify the shortfall. At the onset of a declaration, the Public Works Department will work with the Finance Department in estimating the costs necessary to implement the response and potential revenue shortfalls. If necessary, the Public Works Department will request supplemental appropriations from the Town Board for additional funding.

In addition, Erie plans to seek available financial drought-related assistance (e.g., public drought-related loans, grants, etc.) in a “Watch”, “Severe”, or “Emergency” stage. Also, the shortage response calls for the consideration of a temporary shortage surcharge which would be applied to the utility bills that would be approved by the Town Board. The main objective of the surcharge is to provide additional financial incentive to save water; however, as a secondary benefit, the surcharge could also be used to help compensate for reduced water sales and increased response costs.

8.5 Monitoring of Response

The monitoring of Erie’s mitigation, climatic monitoring data, and shortage response is important to ensuring Erie’s success in preparing and responding to drought and shortages. The following data will be collected by the Public Works Department on an annual basis. This information provides a useful inventory of data that can be used to inform future drought and shortage planning along with long-term water supply planning efforts.

- Index and indicators – The drought index will be recorded on an annual basis (e.g., index calculated in November, March, April, and May) including the specific parameters needed to develop the drought index (see equation in Section 4). Information on the other indicators provided in Section 4 will also be recorded in addition to changes in CBT policy/operations, infrastructure repairs, or modifications that affect supply delivery, etc.
- Customer water demands – The Water Efficiency Plan provides a set of demand monitoring data to record on an annual basis.
- Drought mitigation measures – Status of the mitigation activities and documentation of other relevant factors that could be useful for future planning efforts.

Shortly following a shortage declaration, the Public Works Department, in coordination with the Response Team, will develop a report documenting the following items. These monitoring data provide a means to assess the effectiveness of this Plan and make beneficial adjustments for future water shortage response efforts.



- Water use and targets – Discussion and data supporting whether water use reductions corresponded to the response and how the present year’s demands compare to previous non-drought years. This should include Parks and Recreation irrigation data as well as water use by the community.
- Community - Community perceptions and behavioral changes made in response to the Community Water Resiliency Campaign and shortage response. This includes documentation of public comments on the response given at public/Town meetings and through phone calls and electronic correspondence. Formal public surveys may also be used to gather public input.
- Administrative data on the response – This includes the amount of citations delivered to customers, summary of shortage-related calls received via a hotline, specific response measures that were enacted and enforced, etc.
- Lessons learned – Any issues, challenges, and concerns that arose during implementation of the response measures, enforcement, and the Community Water Resiliency Campaign.



9.0 Plan Adoption and Updates

9.1 Community Engagement and Public Review Process

Erie held a 30–day public review period from March 15 to April 15, 2021 to obtain feedback on this Plan as well as the Water Efficiency Plan. The plans were posted online where members of the public were able to review the plans and post comments. Additionally, Erie used a variety of methods to educate the community about the plans and receive public input. The outreach was conducted digitally during the 2020/2021 COVID pandemic and therefore, outreach and education was developed to accommodate safe distancing. These methods are highlighted in the bullets below.

- Announcements on the plan review process and the opportunity to provide comments were made through the following avenues during the public review period:
 - Customer water bills;
 - Social media outreach;
 - Letters and personal correspondence with commercial businesses and public and private schools; and
 - Personal correspondence with partners encouraging them to review the plans (e.g., Northern Water, Resource Central, registrants of the Green Business and HOA Program, Town’s O.N.E. group, Town Advisory Boards, and the Sustainability listserv).
- A questionnaire asking for specific feedback on water efficiency and drought and water shortage response was distributed to members on the Town’s community advisory boards during the public review period.
- A special study session was held during the public review period with stakeholders providing background on the plans, a panel session, and an opportunity for participants to ask questions.
- A community member from the Erie Open Space and Trails Advisory Board was included on the Planning Committee during the Plan development.
- A video session was held with Northern Water to discuss the resiliency of the CBT and Windy Gap water supply systems, the recent wildfires, Northern Water’s response to drought, and its efforts in promoting water efficiency.

9.2 Plan Adoption or Promulgation

Resolution 21-081 was passed on June 8, 2021, adopting the Town of Erie’s Drought and Water Supply Shortage. Each Board member had the opportunity to review the Plan and comment prior to finalization of the Plan and formal approval. No additional regulatory codes were needed to as of a result of this Plan update. As a component of the Water Efficiency Plan, the Town plans to update its Water Waste Municipal Code 8-1-11 which will provide congruent priorities with this Plan as well as additional clarification on water waste.

Erie currently does not have any official agreements with other entities related to drought mitigation or response. Erie will consider entering future agreements if such agreement(s) provide Erie with drought mitigation and/or response benefits.

9.3 Periodic Review and Update

Erie’s Drought Management Plan will be updated every seven years. The next update is scheduled for 2028. The new plan will incorporate information from the annual monitoring reports discussed in Section 8.5.



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Town of Firestone. 2012. *Drought Management Plan*. Prepared by: Clear Water Solutions.



Appendix A – Summary of Public Comments

This appendix provides the comments collected during Erie’s 30-day public review period of the document. Section 9.1 provides additional information on the community engagement process.



Table A.1: Public Comments on Erie’s Drought and Water Supply Management Plan

Comments	Reponses
<p>In the first paragraph on page 6 of the drought plan under ‘Water Shortage, Monitoring, Declaration, and Response’, it says that the drought index is calculated as the ratio of Erie’s projected demand to supply. Should that be the other way around (supply/demand)?</p>	<p>Yes, good catch. This has been corrected.</p>
<p>1. Rather than home visits, mandatory audits, fines, asking neighbors to snitch on each other, and threats of turning off water for high users during drought conditions, just charge exorbitantly for everything above the allotted usage. That will encourage self-interested cooperation, rather than inciting anger and resentment toward the town for authoritarian and intrusive measures. Especially, encouraging neighbors snitch on one another will cause nothing but bad blood between neighbors. Why on earth would you take that despicable approach? 2. How are citizens notified of severe or emergency drought conditions and what the ‘rules’ are for those conditions? Given Erie’s deplorable lack of communication with it’s citizens, this is a recipe for disaster.</p>	<p>Thank you for engaging with the Town on these matters. Let me try and answer these questions, but please feel free to email me directly at tkesler@erieco.gov for a more detailed discussion. 1. The approach for municipalities soliciting help through neighborhood watches with water waste is an industry norm and one that most municipalities already have implemented in our area. More details on the Town’s existing Water Waste Municipal Code 8-1-11 can be found here: https://library.municode.com/co/erie/codes/code_of_ordinances?nodeId=TIT8WAWA_CH1WAUSSE 2. The communications process is outlined in detail within the Plan.</p>
<p>Shame on you for suggesting that neighbors should snitch on neighbors regarding water use. This is not only detrimental to neighborhood goodwill but can create anger and violent reactions. Why mention this when you can obviously determine individual residence water use yourselves. According to your statement water requirements of the 35,000 Eriens are currently satisfied, but the plans to double town residents may change that. If you cannot guarantee sufficient water resources to new residents, I suggest you immediately call a halt to building new housing units and place a moratorium on town growth. Anything less would be highly irresponsible.</p>	<p>Thank you for engaging with comments and a question. The Town has sufficient water for the anticipated future buildout and also for providing redundancy options should our water supply continue to be impacted by climate change or natural disasters. If details for sufficient water supply aren’t able to be located in the Plans, please feel free to email me directly at tkesler@erieco.gov for a more detailed discussion if you would prefer.</p>



Comments	Reponses
<p>The town has each resident's minute by minute water usage available at their fingertips, so has no need of encouraging neighbors to snitch on one another to gain water usage information except as a means of increasing distrust, antagonism and fear between neighbors. Intimidating residents with the knowledge that they are being watched by people who should be their community and will be reported by them to state authorities for breaking the rules is a tactic of an authoritarian government, yet is, of course, quite efficacious to get people to obey out of fear. So, of course this is an industry norm under the current globalist regime which is gobbling our freedoms with each passing day. War is Peace,</p> <p>Freedom is Slavery,</p> <p>Ignorance is Strength and encouraging neighbors to snitch on one another is 'soliciting help'. Sorry sir, but however you sugarcoat it, this is a despicable practice, no matter how many other towns are doing it. I read the communications plan and don't remember seeing how the residents would be informed of the reprisals for over-use of water during drought conditions, only how they would be notified of the conditions themselves and what their water restrictions are at each level. Perhaps I missed this.? The documents were long...</p> <p>I notice you didn't respond to my comment about the fact that Erie's approach to gaining the cooperation of its citizens is controlling and punitive. But, this approach is part and parcel of the current political climate, I suppose.</p>	<p>Efficiency and responsible stewardship are important components of Erie's water management strategy. As competition and costs for water supplies increase coupled with the uncertainty of climate change and influx of new Erie residents; water efficiency is a critical component to maintaining a resilient, sustainable, and a thriving community. Erie has a long history of water efficiency and conservation practices and continues to explore innovative strategies to promote water efficiency and eliminate water waste (see Municipal Code 8-1-11). The Town prioritizes robust community engagement at every level, including reporting of illegal activities, illicit discharge, and water waste.</p>



Comments	Reponses
<ol style="list-style-type: none"> 1. Please provide information about the federal/state conditions of the grant that allowed the obviously expensive documents to be produced by consultants. There are always strings attached to government grants. 2. Population growth in Erie benefits the individuals governing the town and state (more income money to manage which equals more power), but not the current citizens of Erie. We don't want any more growth. 3. Zero growth would solve all future water shortage issues. 4. The mayor and certain trustees have sneered at the people of Weld county engaged in agriculture, essentially calling them hicks in various news articles. Yet, retaining Weld agriculture is FAR more important than residential growth or maintaining the golf course, town properties and parks. 5. Achieving a 10% reduction in water use is arbitrary, and we the people did not agree to it, nor do we accept it unless we understand exactly what it will mean for us individually. 6. Education, NOT repressive regulation, is the way to engage citizens. 7. Smart meters are a health hazard and the town needs to allow citizens who are aware of these hazards to have analog meters installed instead. Additionally, they invade the privacy of citizens. Many communities around the country that have installed smart meters allow this substitution at a cost to the individual homeowners, to cover costs of the analog meter and monthly meter readers. 8. Smart irrigation devices make the home owner vulnerable to hacking and dangerous radiation. We would never use these by choice. 9. Threatening to terminate water services due to a leak that hasn't been fixed is draconian, authoritarian, and probably illegal. 10. What on earth do diversity, equity and inclusion have to do with water conservation education? This was obviously included to be 'politically correct' but comes off as absurd. 11. The plan to 'educate' school students about water conservation, who will then in turn 'educate' their parents is an example of undermining the family hierarchy and family values. Parents should be the ones educating their children, not the reverse. 12. The supposed quarterly sustainability newsletter has never once made it to our mailbox. 	<p>Thank you for engaging with comments and questions. Let me try and answer some of your questions, but please feel free to email me directly at tkesler@erieco.gov for a more detailed discussion if you would prefer - I'm happy to help.</p> <p>1. Thank you for your request. The Town can provide documentation for the CWCB Grant (state) should you file a CORA request. Directions on how to complete said request can be found here: https://www.erieco.gov/400/Records-Request7. Town staff, neighboring municipalities, nor local/regional/national/international experts have found public health dangers in correlation to smart water meters. Please email any findings that we may have missed to me directly as our primary focus is on the public health, safety, and welfare of our neighbors and citizens.</p> <p>10. The Town of Erie is committed to equity and inclusion and welcomes diversity. It is recognized that communities and workplaces are strengthened by diversity and that more inclusive conservation efforts are necessary to ensure lasting and equitable outcomes. Biases and disparities disproportionately burden communities of color, indigenous communities, and low-income communities with legacies of environmental damage and on-going harm that limit their access to healthy, life-sustaining waters. It is also understood that these disparities can impact who has access to healthy land and water. For these reasons, our staff and board are committed to making meaningful efforts in all the work we do so that all voices are included, heard, and can benefit from Erie's programs and services equally. Just as biodiversity strengthens natural systems, water protection and conservation work is made stronger by the contributions, experiences, perspectives, and values of all different peoples within the community. For more information regarding diversity, equity, and inclusivity work within the Town of Erie, please engage with the Town's newly formed DE&I Advisory Board. More information can be found here: https://www.erieco.gov/1766/Diversity-Equity-and-Inclusion-Advisory-Again, thank you for your contribution in making these plans a successful endeavor for the Town.</p>



Comments	Reponses
<p>Thank you for your link to the process to file for a copy of the CWCB grant. Of course it would have been easier if you could have just told me what the town of Erie owes the government in exchange for the grant. But, I'll go through the process to obtain the CWCB grant and wade through it to find the information for myself. Regarding the dangers of smart meters, I can only assume that the town either did no research, or ignored existing research showing the dangers of smart meters. A one minute internet search resulted in a wealth of scientific studies that have been conducted on the subject which clearly show adverse health impacts. See https://bioinitiative.org/table-of-contents/ for one example. Checking my water usage on the national monitoring tool which Erie uses, I can easily see that my water usage is available by the minute, which means the meter is in constant electromagnetic contact with a server somewhere, probably where my personal minute-by-minute usage is stored in perpetuity. So, not only are all residents being exposed to dangerous radiation, but also our privacy is being invaded.</p> <p>Thank you for your politically correct response to my comments regarding the inclusion of the standard diversity and inclusion statement now being made in all state controlled documents. You failed to address the crux of the issue... population growth only increases water demand issues and rationing during naturally occurring drought cycles. Even if the town is able to mitigate the problems as you describe, why would we put ourselves into that precarious situation when all we have to do is halt growth? But, I suppose Erie's forced growth is part of the government's front range mega-region plan, so the will of the citizens is irrelevant.</p>	<p>I appreciate your concerns. If you could contact me directly, we can set up some time to talk through and answer some of your questions that require a much longer and nuanced conversation than this platform allows. Thank you again for engaging with our Water Planning process.</p>
<p>Shame on you for suggesting that neighbors should snitch on neighbors regarding water use. This is not only detrimental to neighborhood goodwill but can create anger and violent reactions. Why mention this when you can obviously determine individual residence water use yourselves. According to your statement water requirements of the 35,000 Eriens are currently satisfied, but the plans to double town residents may change that. If you cannot guarantee sufficient water resources to new residents, I suggest you immediately call a halt to building new housing units and place a moratorium on town growth. Anything less would be highly irresponsible.</p>	<p>Thank you for engaging with comments and a question. The Town has sufficient water for the anticipated future buildout and also for providing redundancy options should our water supply continue to be impacted by climate change or natural disasters. If details for sufficient water supply aren't able to be located in the Plans, please feel free to email me directly at tkesler@erieco.gov for a more detailed discussion if you would prefer.</p>



Comments	Reponses
<p>What does the verbiage mean in Table E-1 Summary of Water Efficiency Activities, under Regulations and Ordinances, "Require documentation of outdoor water demands on residential parcel basis"? Please explain in detail.</p>	<p>Thank you for your question and great catch! This was actually a remnant of the discussion we had during the planning process about documenting outdoor water demands via the water dedication requirement process at the development stage. We decided to eliminate this measure but we had forgotten to take this out of the Executive Summary. This will be deleted in the final plan. I'm glad you saw this and let us know - thank you!</p>
<p>You recently changed the rate structure to charge heavy water users more money - that is incentive enough for most people to use less. If you want to be scientific, only change one variable and see what the results are over time. Spying on citizens to try to tighten up usage is not the answer. I was not asked if I wanted a smart meter or if I wanted my privacy invaded by the data it provides you. If there is a drought, ask the good people of Erie to reduce lawn watering. If someone is having trouble getting their leak fixed, don't shut off their water - unless they ask you to. They're probably stressed enough with the leak and don't need you cutting off the most basic of utilities. Please answer my question of April 9th, regarding the verbiage in Table E-1 Summary of Water Efficiency Activities, under Regulations and Ordinances, "Require documentation of outdoor water demands on residential parcel basis" - what does that mean, specifically? And, yes, stay out of our schools. If you don't think the parents of Erie are intelligent and engaged enough to teach our children stewardship, then I'm insulted. We don't need school time distracted by the government teaching values that should be imparted at home. A better venue would be a tent at town events to offer education, not impose it.</p>	<p>Smart meters are becoming the industry standard and provide customer benefits. Customers are able to download the EyeOnWater app which enables them to track their own water use. Research has shown that the more aware customers are of their water use, the less water they use. Also, this technology enables leaks to be identified shortly after the onset of the leak, providing significant cost savings to the customer whom can fix the leak promptly avoiding a high water bill.</p>
<p>If we are going to measure the water usage of one house to another all houses, old and new, must have a water meter. No more residences with no meter and a flat monthly bill. This is a common problem in a number of significant cities much less small towns.</p>	<p>All residences who purchase water from Erie are equipped with a water meter (see Municipal Code 8-1-13) and are billed using Erie's tiered rate structure. Find Erie's tiered rate structure here: https://www.erieco.gov/1021/Water-Service-Monthly-Volume-Charges</p>
<p>As recently as a year ago the town of Erie said the population max was set for 42,000. We also knew that many mayors ago a contract was completed to make sure Erie would have sufficient water for 42,000. The citizens were shocked when 72,000+ was mentioned at the Charrette meeting. This increase was not approved by the voters as well as the new water shortage that will occur.</p>	<p>The Town has sufficient water for the anticipated future buildout and also for providing redundancy options should our water supply continue to be impacted by climate change or natural disasters. If details for sufficient water supply aren't able to be located in the Plans, please feel free to email me directly at tksler@erieco.gov for a more detailed discussion.</p>



Comments	Reponses
<p>The price of water in Erie is 4 fold greater than near by communities. The predominant part of this cost is not water but rather financing for the excessive expansion of Erie. Millions are being poured into the plan. When if ever will our water prices be in line with our neighboring communities?</p>	<p>Diverting water from the western slope to the Front Range is a very lengthy, complex, and expensive process. Water is governed in Colorado by the Prior Appropriation Doctrine – or as it’s known in shorthand, “first in time, first in right.” Older cities typically hold senior water rights and younger cities typically have junior rights; Erie is among the latter group, which means our raw water costs are often higher than some of our neighbors.</p> <p>But youth has its advantages too. For instance, in Colorado and nationwide, many utilities are grappling with funding the expensive prospect of replacing aging infrastructure. Fortunately, as Erie is a younger community, our water customers enjoy the benefits of our modern, efficient infrastructure. To read more about and view the 2020 Rate Study, please visit: https://www.erieco.gov/Faq.aspx?QID=272</p>
<p>I find it interesting that you want neighbors reporting on neighbors water usage. The meters should be enough without destroying neighborhoods. A year ago I observed water being taken from our hydrants by the freeway. I reported it to 3 different town employees and nothing was done for over a year.</p>	<p>The approach for municipalities soliciting help through neighborhood watches with water waste is an industry norm and one that most municipalities already have implemented in our area.</p>
<p>How much water is being used (or wasted) with the many building projects. Communities on top of communities with tons of water used in the process. How much does this account for the water usage today.</p>	<p>The amount of water necessary for new development significantly varies depending on the nature of the development plan and measures used to conserve water. The Town is actively engaged in developing in a sustainable manner by integrating water efficiency into landuse planning and future development. These actions are outlined in the Water Efficiency Plan.</p>
<p>It seems clear that there needs to be a community meeting in person to review the plans and provide for an interactive exchange of information. This is required under Colorado meeting laws. The number of people commenting on this exchange clearly shows the community has not been correctly informed nor is able to comment.</p>	<p>The public review process is outlined in Section 7.1 of the Water Efficiency Plan and Section 9.1 of the Drought and Water Shortage Response Plan. This process met the requirements of the State. An in-person meeting was not held due to the COVID pandemic.</p>



Comments	Reponses
<p>I have tried before to find out how the revenue from water was spent and how much was collected annually. I was only burdened with the whole budget for the town which was only a smoke screen from the town because they knew I wouldn't be able to pull all the data. I researched the charges for water for surrounding communities and discovered that Erie residents pay on average close to 50% more than surrounding communities and they raised the rates for Erie again this year. This is a political game driven by personal wishes. We are being ripped off and have been for years. The supposed goal is to save water in ten years. Stop giving out building permits like candy at Halloween and you instantly start saving water!,</p>	<p>There are various costs included in one's utility bill each month. All municipalities have similar, but different costs, financing structures, and infrastructure cost associated with each line item. Your utility bill in Erie includes charges for water, wastewater, and stormwater drainage services. The rates you pay on your utility bill cover the costs to provide these three services to you. Customers are charged for water service through a fixed service charge and a tiered volume charge. The fixed service charge covers billing costs and customer costs such as field service crews, meter replacement, and repair. The tiered volume charge recovers the cost to collect, treat, and distribute water, as well as fire protection. Water is charged on an actual basis and typically fluctuates each month.</p> <p>Customers are charged for wastewater service through a fixed service charge determined by your average winter usage for December, January, and February. We do this because typically, all water used is used indoors in these months, so it is a reasonable estimation of your wastewater service needs. Wastewater charges are consistent month-to-month after being updated annually.</p> <p>Customers are charged for stormwater drainage through a fixed monthly charge. To learn more about the Town's Utility Billing, please visit: https://www.erieco.gov/Faq.aspx?QID=272</p>



Comments	Reponses
<p>My HOA terrorizes us homeowners with nasty letters and threats, for less than perfectly green lawns, forcing us to continue dumping more and more water in an effort to satisfy them. We are spending hundreds of dollars a month in the warmer months trying to keep out of trouble. It is an absurd situation and a huge waste of resources. Perhaps the amount of grass per building site should be mandated and limited. Zeroscape much of it and give the children and pets a smaller place to play. The way things are now is not sustainable!</p>	<p>On March 7th 2019, Colorado House Bill 19-1050, which encourages the use of xeriscape in common interest communities was signed and enacted into law by the Colorado Legislature.</p> <p>The bill expands section 38-33.3-106.5 of the Colorado Common Interest Ownership Act (CCIOA) which allows unit owners to use xeriscape or drought- tolerant vegetative landscapes to property for which a unit owner is responsible for, including limited common elements or property owned by the unit owner.</p> <p>Note that associations may adopt and enforce design, aesthetic guidelines or rules on drought-tolerant vegetative landscapes or regulate the type, number, and placement of drought-tolerant plantings that may be installed on the unit owner's property or on a limited common element or other property.</p> <p>The bill further extends and amends section 37-60-126 of the Colorado Revised Statutes by prohibiting any restrictive covenants, rules or regulations that limit the installation or use drought-tolerant vegetative landscapes or that requires cultivated vegetation to consist wholly or partially of turf grass, and deems those covenants, rules or regulations as contrary to public policy.</p> <p>The Town provides developers with Residential use category design standards for in Municipal Code 10-6-7 which specifies the minimum to which a developer must meet these standards. The Town is beginning a Comprehensive Plan update in 2021 to be adopted in 2022 which will envision more detailed water and land use decision-making and strategies the Town can provide to HOAs and homeowners to continue using water most efficiently.</p>



Appendix B – Resolution Adopting Plan

**Town of Erie
Resolution No. 21-081**

A Resolution of the Board of Trustees of the Town of Erie Adopting an Updated Water Efficiency Plan and an Updated Drought and Water Supply Shortage Plan

Whereas, Colorado’s Water Conservation Act of 2004 requires that the Town have a state approved water efficiency plan;

Whereas, water efficiency planning, drought planning, and water supply reliability planning in relation to land use decisions are interrelated and are required by the state to be examined in an integrated manner during plan updates;

Whereas, water efficiency planning is necessary to plan for the Town’s long-term water supply needs and account for current and future costs, population growth, and a changing climate;

Whereas, the Town entered in an Agreement for Services with INTERA to update the Town’s Water Efficiency Plan and the Town’s Drought and Water Supply Shortage Plan; and

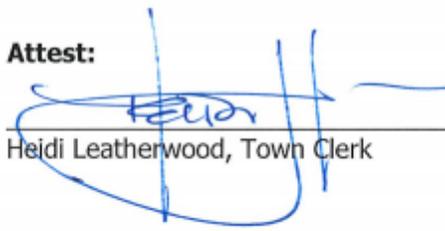
Whereas, the Board of Trustees finds that it is in the best interest of the Town and the public health, safety and welfare to adopt the updated Water Efficiency Plan and the updated Drought and Water Supply Shortage Plan.

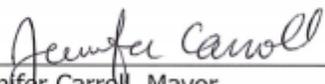
Now therefore be it Resolved by the Board of Trustees of the Town of Erie, Colorado, that:

Section 1. The Board of Trustees hereby adopts the update Water Efficiency Plan and the updated Drought and Water Supply Shortage Plan, both in the form attached hereto.

Adopted this 8th day of June, 2021.

Attest:


Heidi Leatherwood, Town Clerk


Jennifer Carroll, Mayor





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-185, **Version:** 1

SUBJECT:

CONTINUED PUBLIC HEARING: An Ordinance of the Town Council of the Town of Erie Amending Section 9-1-2 of the Erie Municipal Code to Remove the Automatic Sprinkler System Requirement in the International Residential Code (*continued from October 28, 2025*)

DEPARTMENT: Planning & Development

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

TIME ESTIMATE: 45 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

Town Council wishes to consider removing the current requirement for automatic fire sprinkler systems for all one- and two-family homes and townhomes in the 2021 International Residential Code (IRC). Town Council will weigh the benefits and impacts of removing this requirement, including housing costs, effectiveness, and safety.

STAFF RECOMMENDATION:

Staff recommend Council continue consideration of the proposed ordinance for removal of automatic fire sprinklers as previously presented in October 2025.

SUMMARY/KEY POINTS

- In December 2022, the Town adopted an updated building code ordinance which included requiring automatic sprinklers for one- and two-family homes and townhomes.
- After multiple input and study sessions on the topic in 2024 and 2025, Council directed staff to prepare an Ordinance amending the adopted 2021 International Residential Code (IRC) to remove the automatic fire sprinkler system provision for one- and two-family homes and townhomes. A public hearing was held on Oct. 28, 2025 to consider this ordinance (No. 011-2026).
- Town Council continued the hearing to March 24, 2026, and asked staff to evaluate whether

the Town should require builders to offer sprinkler systems as an option.

- Staff analyzed potential options and summarized their recommendation to not move forward with a required builder option in Attachment 1.

BACKGROUND OF SUBJECT MATTER:

Buildings and structures within the Town of Erie are regulated by the International Codes (I-Codes), which provide standards for life safety, fire protection, structural integrity, and energy efficiency. The automatic fire sprinkler requirement within single family homes was first included in the 2009 International Residential Code (IRC) and has continued to be included through the 2024 edition.

The Town regularly adopts updates to the I-Codes, with the last update occurring in December 2022. The Town has both removed and maintained the automatic fire sprinkler provision with recent building code updates:

- In December 2019, the Town adopted 2015 IRC with an amendment to remove the requirement for automatic sprinklers for single family detached and attached homes.
- In December 2022, the Board of Trustees adopted the 2021 IRC, and after consideration of testimony from the HBA and Mountain View Fire Rescue (MVFR), kept the automatic fire sprinkler provision for single family detached and attached homes (current standard).

Proposed Ordinance

In December 2024, the Town held a roundtable with the Home Builders Association (HBA), development community, and HOA representatives to discuss multiple development-related topics. One of the action items identified at the roundtable was removing the automatic fire sprinkler system provision for single family detached and attached homes from the adopted 2021 IRC.

In May 2025, staff presented the action item to Town Council to receive feedback and direction on whether Council wanted to amend the 2021 IRC to exclude automatic fire sprinkler system requirements for single family detached and attached homes. Town staff, along with members of the HBA, and representatives from MVFR presented data and information related to the drawbacks (HBA) and benefits (MVFR) of requiring the automatic fire sprinkler systems.

Town Council directed staff to bring an amendment to the 2021 IRC to remove the requirement for automatic fire sprinkler systems for single family detached and attached homes. Council requested more information on the following items:

- Builder & insurance cost savings.
- Cost to install the system.
- Potential options to consider as incentives for builders to install automatic fire sprinklers.

Ordinance 011-2026 is written to amend the IRC to remove the automatic sprinkler requirement. The additional information and analysis requested by Council at the May 2025 study session and the October 2025 public hearing is below.

Key Considerations & Additional Information

The State of Colorado does not require automatic sprinkler systems for single family detached and

attached homes. Many communities opt out of the requirement, while others retain it for all or some housing types. Attachment 3 provides a selection of nearby communities and counties and their requirements per housing type. Many communities retain the sprinkler requirement for townhomes. Finally, Town staff collected additional information for consideration by Council, which is summarized below.

Potential Benefits & Cost Savings of Requiring Sprinkler Systems

- Reduced required exterior wall separation (2021 IRC Table R302.1(2)), enabling more compact development between detached homes, and between two-family or attached units (2021 IRC R302.3 Exception 1).
- Eliminating floor protection requirements (IRC R302.13 Exception 1) which may reduce cost of construction for attached units. HBA cited a savings of approximately \$1,300.
- National Fire Protection Association cites an 89% reduction in risk of death and 70% potential reduction in property loss.
- Based on feedback from local insurance agencies, insurance savings are likely minor, of less than \$100 annually.

Cost to Install System

- Local Erie homebuilders provided cost estimates for a sampling of their homes.
 - Evaluated 12 single family homes (2,000-3,000sqft), with an average cost of \$12,745 per home.
 - Duplex homes (1,500sqft): \$10,022
 - Attached townhomes (2,000sqft): \$10,322

Potential Incentives for Builders

- In June 2025, Town staff met with the HBA and member builders with a proposal to reduce side setbacks (to 3ft) to align UDC with I-Codes. Feedback from the HBA indicated limited interest due to other design and development factors.
- Some cities incentivize fire sprinklers with equipment rebates, while fire districts can provide property tax rebates. The latter are often minor in scale, like \$500-1,000.

Builder Required Option Analysis

At the October 2025 hearing for Ordinance 011-2026, Town Council asked staff to evaluate whether a builder-required option might be an alternative path for the Town. Staff identified several options to evaluate, from a "sprinkler-ready" home to a requirement to provide a sprinkler system as an option without additional infrastructure. After in-depth discussion with homebuilders/HBA, the MVFR, and other cities with required options, staff determined an option would not serve the community's, builders', or the Town's interests. Town staff outlined this analysis in the memo addressed to Council and included as Attachment 1.

ATTACHMENT(S):

1. Memo: Sprinkler Option Evaluation

File #: 2026-185, **Version:** 1

2. Presentation
3. Ordinance
4. Public Comment - HBA
5. Public Comment - MVFR

MEMO

To: Town Council
From: Sarah Nurmela
Date: 3/3/2026
Subject: Sprinkler Options and Staff Recommendation

On October 28, 2025, Town Council continued the hearing for Ordinance No. 032-2025 that would remove the requirement for automatic sprinkler systems in one- and two-family dwellings and townhouses. Town Council asked that staff evaluate whether the Town should, as an alternative, require builders to offer sprinkler systems as an option. This memo summarizes the research into requiring an option, key stakeholder input, and staff's recommendation to move forward with the proposed ordinance and no required builder option.

BACKGROUND

In May 2025, Town Council asked staff to bring forward an ordinance amending the adopted 2021 International Residential Code (IRC) to remove the automatic sprinkler system requirement for one- and two-family dwellings and townhouses. This request was made in response to potential action items identified in a December 2024, roundtable with builders and developers active in Erie.

Discussion at the hearing in October 2025 included input from the Mountain View Fire Protection District (MVFPD), representatives from the building industry and Home Builders Association (HBA), and sprinkler system installers. During the hearing, Town Council asked staff to evaluate whether a required builder option for sprinkler provision might be an alternative to removing the requirement entirely. The hearing was continued to March 24, 2026, to allow staff time to evaluate options.

SUMMARY OF STAFF RESEARCH

Staff held multiple in-depth discussions with the MVFPD, HBA, Town staff, and other municipalities to identify and test options for residential sprinkler requirements. These options included:

1. Sprinkler Ready Home:

- Requires 1-inch water service line installation for all neighborhoods with Single Family Detached and Attached residences.
- Requires design and installation of sprinkler infrastructure within the home but not activation of the system.

2. Sprinkler Ready Infrastructure:

- Requires 1-inch water service line installation for all neighborhoods with Single Family Detached and Attached residences.
- Builders must offer sprinkler systems as an option.

3. Builder-Required Option Only:

- Builders must offer sprinkler systems as an option.

- Sprinkler systems would be designed to meet ¾-inch water service lines, utilizing a tank and pump system.

As outlined in greater detail in *Attachment 1: Sprinkler Option Comparison*, each option is compared against retaining or removing the sprinkler system requirement. The considerations for each option include input from the MVFPD, HBA, and Town staff.

Additionally, staff researched other Colorado jurisdictions that have adopted a required “builder option” approach to automatic sprinkler system provision.

Commerce City

IRC Sections R313.1 and R313.2 require builders to provide the option for an automatic residential fire sprinkler system for all new townhome and one- and two-family dwellings. No additional detail is outlined in the code. Commerce City staff reported that since approval of this code change four months ago, only one single family building permit has included a system. Staff highlighted:

- Difficulty with enforcement once the requirement becomes optional.
- Water meter sizing and related infrastructure complications.
- Broader challenges associated with changing established code requirements.

Centennial

IRC Section R313.2 requires builders to provide the option for an automatic residential fire sprinkler system for all new one- and two- family dwellings. Centennial staff reported that no single-family permits have been received with a sprinkler option.

KEY STAKEHOLDER INPUT

The **HBA** supports either removal of the requirement or the Sprinkler Ready Infrastructure option, but noted limitations:

- Builders build approximately 20% to 50% of their homes speculatively and would request that these “spec” homes not be subject to the option requirement. Retrofitting after construction would not be cost-effective.
- Since sprinkler systems would be ordered individually, builders would charge between \$20,000 and \$25,000 to homebuyers for the option.

The **MVFPD** supports retaining the current sprinkler requirement based on life safety and operational considerations. Death and injury in a structure fire decreases significantly for both civilians and fire fighters when sprinklers are in place. Additionally, fire suppression by sprinklers increases overall water system resiliency, reduces demand on the water system during small- and large-scale fire events, and reduces environmental impacts to the stormwater system that is regulated by CDPHE. And, while fire detection systems are beneficial, suppression through sprinklers remains critical to life safety outcomes.

Town staff in Public Works and Utilities noted that the increased sizing of infrastructure to 1" lines could result in less efficiency in water use to single family detached and attached homes due to the ability for a 1" line to deliver roughly double the flow of a typical ¾" inch line. This can negatively impact the Town's water conservation efforts and ability to minimize water use for single family homes. This impact is currently offset by the benefit of public safety and potential environmental impacts to the stormwater system.

STAFF RECOMMENDATION

After evaluating the three options and considering feedback from Council, the HBA, MVFPD, Town staff, and building officials from other jurisdictions, staff do not recommend the builder option requirement. Staff recommend Council continue consideration of the proposed ordinance for removal of automatic fire sprinklers previously presented in October 2025.

Key findings of this recommendation include:

- The "Sprinkler Ready" model carries nearly equivalent costs without delivering immediate life safety benefits.
- The "Sprinkler Ready – Infrastructure", while requiring less builder cost than "Sprinkler Ready", still results in increased water service sizing and less control over irrigation and peak water demand for residences.
- The optional approach in the two study communities has not resulted in meaningful sprinkler installation in peer communities.
- The adopted optional language has limited legal enforceability and minimal practical impact.
- MVFPD, as the Town's fire protection agency, strongly supports maintaining the requirement due to demonstrated life safety and operational benefits.

If Council should desire, Town staff can prepare and notice the builder-required option for the March 24, 2026, meeting. Additionally, staff are available to meet individually with Council Members to discuss this analysis and recommendation further.

ATTACHMENT 1: COMPARISON OF AUTOMATIC RESIDENTIAL FIRE SPRINKLER OPTIONS

OPTIONS	Considerations					
	HOME OWNER/ OCCUPANT	HOME BUILDER	SAFETY IMPACTS	DESIGN REQUIREMENTS	TOWN WATER SYSTEM	COSTS
KEEP CURRENT CODE REQUIREMENT	<ul style="list-style-type: none"> Likely increased cost to home Reduced home insurance cost (minimal reduction varies by policy) 	<ul style="list-style-type: none"> Increased cost to build 	<ul style="list-style-type: none"> Maximized safety for homeowner, neighborhoods, and fire district 	<ul style="list-style-type: none"> Reduced fire separation requirements 	<ul style="list-style-type: none"> More resiliency for water system with less fire risk and potential line breaks and water quality during events Fewer fire hydrants to install/maintain. Less strain on system during water supply shortages, mainline breaks and plant failures 	<ul style="list-style-type: none"> \$7-15,000 as reported from Erie builders. Increased cost of 1” water lines in development (\$1,000/home per builders)
SPRINKLER READY – HOME	<ul style="list-style-type: none"> Increased cost to home as it requires all piping to be installed. Building the system into the home is essentially the same cost as the full system. 	<ul style="list-style-type: none"> Increased cost to build, similar to installation of full system 	<ul style="list-style-type: none"> Similar to no sprinklers—no benefit overall to fire district, Town, or neighboring residents. 	<ul style="list-style-type: none"> Would require design and installation of sprinkler infrastructure without a connection 	<ul style="list-style-type: none"> Increased line size allows for more flow and is counter-productive if sprinkler is not installed. <ul style="list-style-type: none"> Could increase demands for irrigation and other high flow uses. Worth potential demand increase for life-safety (sprinklers) otherwise not advised. 	<ul style="list-style-type: none"> Significant cost still needed up front, similar to sprinkler option.
SPRINKLER READY – INFRASTRUCTURE (1” LINE)	<ul style="list-style-type: none"> Home would have to be on a vacant lot—spec built homes would be built without 	<ul style="list-style-type: none"> Spec built homes would not provide the option (according to builders). 	<ul style="list-style-type: none"> Similar to no sprinklers—no benefit overall to fire district, Town, or neighboring residents. 	<ul style="list-style-type: none"> Fire separation requirements for setbacks and wall construction for attached homes 	<ul style="list-style-type: none"> Increased line size allows for more flow and is counter-productive if sprinkler is not installed. 	<ul style="list-style-type: none"> \$1,000/home to home builder to install 1” line. \$18-20,000 cost to homeowner of the

OPTIONS	Considerations					
	HOME OWNER/ OCCUPANT	HOME BUILDER	SAFETY IMPACTS	DESIGN REQUIREMENTS	TOWN WATER SYSTEM	COSTS
	sprinkler infrastructure. <ul style="list-style-type: none"> Minor delay of home delivery to buyer due to additional permits and inspections 	<ul style="list-style-type: none"> Number of spec built homes ranges 5-50% of units, depending on builder. 			<ul style="list-style-type: none"> Could increase demands for irrigation and other high flow uses. Worth potential demand increase for life-safety (sprinklers) otherwise not advised. 	system (according to builders)
BUILDER-REQUIRED OPTION ONLY	<ul style="list-style-type: none"> Full cost of the system, with the addition of tank and pump system (\$7,500 – 20,000+) Similar concerns as Sprinkler Ready-Infrastructure 	<ul style="list-style-type: none"> Increased cost to build, similar to installation of full system Similar constraint around spec built homes as the Sprinkler Ready Infrastructure option 	<ul style="list-style-type: none"> Similar to no sprinklers—no benefit overall to fire district, Town, or neighboring residents. 	<ul style="list-style-type: none"> Fire separation requirements for setbacks and wall construction for attached homes 	<ul style="list-style-type: none"> ¾” water lines would serve homes; tank and pump system would need to store excess water at all times to manage water needs for system. 	<ul style="list-style-type: none"> Significant cost still needed up front, similar to sprinkler option.



Ordinance Amending Title 9 of the Erie Municipal Code Removing Automatic Fire Sprinkler System Requirement for Single Family Attached and Detached Homes

Town Council

Sarah Nurmela, Planning & Development Director

March 24, 2026



Overview

- Background
- Potential Benefits
- Potential Drawbacks
- Public Hearing



Background of Proposed Ordinance

- December 2024: Town roundtable with Home Builders Association (HBA), Home Owners Association (HOA)
 - Action Item: removal of fire sprinkler system from single family detached and attached homes
- May 2025: Town Council Special Meeting on fire sprinklers
 - Presentations from staff, HBA and MVFPD
- October 2025: Public Hearing of Ordinance 011-2026
 - Hearing continued to March 24, 2026 with request to evaluate a Builder Option.



Background - International Residential Code

- 2009: IRC first included fire sprinklers in single family detached and attached homes
- 2019: Town adopted 2015 IRC – exempted fire sprinklers in single family detached and attached homes
- 2022: Town adopted 2021 IRC – included fire sprinklers in single family detached and attached homes
- 2026: Current 2021 IRC
(cadence of updating IRC every 6 years)



Potential Benefits & Savings

- Reduced exterior wall fire separation and wall separation between two-family dwellings as well as elimination of floor protection; may reduce cost in attached homes
- \$1,369 savings for builders on ceiling/floor treatments
- NFPA: 89% reduction in risk of death and 70% potential reduction in property loss.
- Insurance cost savings - less than \$100 annually



Potential Cost Impact

- Increase cost of construction; cost increase may impact affordability of home
 - \$12,745 Single family home (2,000 – 3,000 sq. ft.)
 - \$10,022 Duplex home (1,500 sq. ft.)
 - \$7,500 to 10,322 Detached townhomes (1,400 to 2,000 sq. ft.)



Analysis of Required Builder Options

- Sprinkler Ready Home:
 - 1-in water line, system installed but not activated
 - Not a practical option, as it essentially installs the system
- Sprinkler Ready Infrastructure:
 - 1-in water line, not applicable to spec-built homes
 - Anticipated installation cost of \$20,000 to homeowner
- Builder-Required Option Only:
 - Builders must offer sprinkler systems as an option using $\frac{3}{4}$ -in line and tank/pump system
 - Anticipated installation cost exceeding \$20,000 to homeowner



Staff Recommendation & Public Hearing

- Staff recommend evaluating the Ordinance presented on October 28, 2025, with no required builder option
- This public hearing was noticed as required in the Municipal Code
- Ordinance 011-2026 modifies the 2021 IRC to remove the requirement for automatic fire sprinkler systems in one- and two-family homes and townhomes



Questions & Discussion

**Town of Erie
Ordinance No. 011-2026**

**An Ordinance of the Town Council of the Town of Erie Amending
Section 9-1-2 of the Erie Municipal Code to Remove the Automatic
Sprinkler System Requirement in the International Residential
Code**

Whereas, on October 28, 2025, the Town Council held a properly-noticed public hearing to amend the International Residential Code adopted by the Town; and

Whereas, after considering the findings of Town staff and any comments from the public, the Town Council finds it in the best interest of the public health, safety and welfare to amend the incorporation of the International Residential Code to remove the requirement that automatic sprinkler systems be installed in residential uses.

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

Section 1. Section 9-1-2(B) of the Erie Municipal Code is hereby amended as follows:

9-1-2 - Residential code.

* * *

B. Amendments: The IRC is amended as follows:

* * *

48. Section R313 is deleted in its entirety.

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

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

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

Introduced, Read, Passed and Ordered Published this 24th day of March, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Deborah Bachelder

From: Morgan Cullen <MCullen@hbadenver.com>
Sent: Thursday, October 23, 2025 12:17 PM
To: Deborah Bachelder
Subject: FW: HBA of Metro Denver Comments Letter - 2021 IRC Fire Sprinkler Mandate Repeal Ord. Oct. 23, 2025
Attachments: erie_housing_factsheet_2_r1.pdf; erie_housing_factsheet_1 (1).pdf; Westerly-Erie SLC Fire Sprinkler Invoice.pdf; OH Coach House Collection at ReUnion Proposal 6-6-24.pdf; 4036 Plan, Reunion-Fire Sprinklers.docx; Town of Erie - Total Builder Fees including Fire Sprinklers, SFD.pdf; Town of Erie, 2021 IRC Fire Sprinkler Mandate Repeal Ord. Comments Letter - HBA of Metro Denver, Oct. 23, 2025.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

External Email: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Deborah, I just copied you on the below email. Would you mind including it in the Council Meeting packet in preparation for the upcoming hearing next Tuesday?

Much appreciated.

Sincerely,

Morgan Cullen

Director of Government Affairs
 Home Builders Association of Metro Denver
mcullen@hbadenver.com
 cell: 303-217-6858
 9033 E Easter Place | Suite 200 | Centennial CO 80112



www.hbadenver.com
 National Discounts, Local Member Savings available at
www.nahb.org/savings



From: Morgan Cullen

Sent: Thursday, October 23, 2025 12:16 PM

To: Andrew J. Moore <amoore@erieco.gov>; apesaramelli@erieco.gov; jmortellaro@erieco.gov; Dan Hoback <dhoback@erieco.gov>; Brandon Bell <bbell@erieco.gov>; Emily Baer <ebaer@erieco.gov>; boconnor@erieco.gov

Cc: Malcolm Fleming <mfleming@erieco.gov>; Deborah Bachelder <dbach@erieco.gov>

Subject: HBA of Metro Denver Comments Letter - 2021 IRC Fire Sprinkler Mandate Repeal Ord. Oct. 23, 2025

Dear Mayor Moore and Members of the Town Council:

On behalf of our active builders and developers in Erie, the HBA is writing in support of the proposed amendment to the residential sprinkler requirements previously adopted through the 2021 International Residential Building Code (IRC) in December 2022.

These comments are being provided by the Home Builders Association of Metro Denver on behalf of our active builders and developers in the Town of Erie. The HBA of Metro Denver represents over 650 homebuilders, developers, remodelers, architects, mortgage lenders, title companies, subcontractors, suppliers, and service providers in the eight metro-area counties we serve. In the Town of Erie, HBA Metro Denver represents numerous builders and developers that are currently active with over 286 registered permits so far this year.

The HBA of Metro Denver (“HBA”) strongly recommends that Erie amend out the current residential fire sprinkler requirement for single family homes, duplexes and townhomes from the 2021 IRC. The requirement to add residential sprinkler systems has significantly impacted housing attainability in Erie, pricing more aspiring homeowners out of the market. These systems are quoted to cost over \$4.50 per square foot, adding over \$15,000 to the price of an average new home once design, overhead and administrative costs are factored into the price

It is important to recognize that the fire sprinkler requirements on new homeowners is just one of several new fees and mandates imposed by the Town of Erie since 2023. New IECC Code mandates (\$5,500), metro district requirements (\$5,000) and Water Tap Fees (\$20,235) have collectively increased costs on new home construction by over \$46,000 in just the last two years. Like tariffs at the national level, these additional fee increases levied by the Town are being passed on to existing renters and future residents who wish to call Erie home.

Unfortunately, the collective challenges experienced at the local and national level are already having an effect on the homebuilding industry in Erie. Between January and August of 2024, 386 residential building permits were pulled in Erie compared to only 286 during the same time period this year – marking a 44% decrease in the number of new homes being built year-over-year.

Along with the attached comments letter, we are also providing a several housing fact sheets, fire sprinkler cost invoices as well as a breakdown in total builder fees in Erie, including the fire sprinkler mandate for your review. When including the \$15,000 fire sprinkler system mandates in the total amount of required builder fees, the Town of Erie now surpasses Castle Rock as the most expensive municipality to build a home in the Denver Metro Area.

We look forward to continuing our dialogue with all of you next week.

Sincerely,

Morgan Cullen

Director of Government Affairs

Home Builders Association of Metro Denver

mcullen@hbadenver.com

cell: 303-217-6858

9033 E Easter Place | Suite 200 | Centennial CO 80112



www.hbadenver.com

National Discounts, Local Member Savings available at

www.nahb.org/savings

A dark grey banner with a graphic of three white chevrons on the left. The main text reads 'Do Business with HBA Members' in a large, bold, white sans-serif font, with 'THEY KNOW WHAT IT TAKES.' in a smaller font below it. On the right side of the banner, there is a smaller version of the HBA logo and a white box containing the text 'DO BUSINESS AN HBA MEMBER'.

For a better quality of life.



HOME BUILDERS
ASSOCIATION
of
METRO DENVER®

October 23, 2025

Town of Erie
Mayor Andrew Moore
Members of Town Council
645 Holbrook Street Erie, CO 80516

Dear Mayor Moore and Members of the Town Council:

On behalf of our active builders and developers in Erie, the HBA is writing in support of the proposed amendment to the residential sprinkler requirements previously adopted through the 2021 International Residential Building Code (IRC) in December 2022.

These comments are being provided by the Home Builders Association of Metro Denver on behalf of our active builders and developers in the Town of Erie.

The HBA of Metro Denver represents over 650 homebuilders, developers, remodelers, architects, mortgage lenders, title companies, subcontractors, suppliers, and service providers in the eight metro-area counties we serve. In the Town of Erie, HBA Metro Denver represents numerous builders and developers that are currently active with over 286 registered permits so far this year.

The HBA of Metro Denver (“HBA”) strongly recommends that Erie amend out the current residential fire sprinkler requirement for single family homes, duplexes and townhomes from the 2021 IRC.

The requirement to add residential sprinkler systems has significantly impacted housing attainability in Erie, pricing more aspiring homeowners out of the market. These systems are quoted to cost over \$4.50 per square foot, adding over \$15,000 to the price of an average new home once design, overhead and administrative costs are factored into the price. In order to comply with the new mandate, developers are now also required to increase the size of their water taps from ¾” size to a 1” tap, adding an additional \$1,000 cost to the price of each home.

Homebuilders and buyers must also consider additional expenses such as increased costs for architectural drawings—estimated at an extra \$1 per square foot, totaling more than \$2,500 per home—potential delays in the permitting process, and ongoing costs for annual sprinkler system testing, which homeowners are responsible for conducting.

The vast majority of Front Range municipalities and counties have continued to amend the residential sprinkler requirements out of their updated codes. Nationally, 46 states have completely removed the sprinkler requirements for residential development and two states have limited the requirement based on home size and height. Only California and Maryland have left the model code sprinkler mandate in place.

Please see the additional reasons that we are in favor of amending out residential fire sprinkler requirements in Single Family Attached (including duplexes and townhomes) and Detached units from the IRC building code:

- The number of home fires and fire deaths continue to decline as more new housing stock is constructed since new homes are built requiring superior safety code standards.
- Townhomes are generally constructed with a two-hour fire separation. A shaft wall system not only provides a sound buffer but provides a two-hour firewall. This mitigates concerns about fires to the adjacent units.
- The effectiveness of smoke alarms cannot be underestimated, reducing the number of fires and fatalities by 50 percent since 1980 and this figure continues to go down as smoke detector technology advances – like hardwired, interconnected smoke alarms now required in all new homes.
- Fire sprinklers can discharge unintentionally causing extensive damage - According to NFPA’s 2021 “U.S. Experience with Sprinklers” fire departments in the U.S. responded to an estimated average of 4,700 non-fire activations of home fire sprinklers per year caused by a system failure or malfunction and 5,400 unintentional sprinkler activations per year.
- Insurance rebates do not balance costs – The HBA has consulted The Rocky Mountain insurance Association and the Insurance Information Institute (the primary insurance data organization) and both were unaware of any insurance discounts or premium reductions for the installation of sprinkler systems in residential dwellings.
- Labor is already a huge challenge in the industry. Adding additional labor will further increase costs with an additional multiplier effect.

The HBA acknowledges that some Front Range municipalities have considered residential fire sprinkler requirements in response to the Marshall Fire. However, it is important to note that these systems are not designed to protect homes from wildfires. The State of California has been mandating sprinklers in single family homes since 2011, and it is very likely that the devastation caused by the Palisades fire in Los Angeles earlier this year included many homes with internal fire suppression systems.

While wildfire mitigation efforts are crucial, mandating expensive sprinkler systems will not address the primary threats posed by wildfires and will instead place an additional financial burden on homebuyers. However, consumers wishing to purchase a sprinkler system are not precluded from doing so, and those who would like to purchase one for their home can always make this request before their home is built.

As all of you are acutely aware, housing attainability across the front range has only become more elusive given our recent environment of rising interest rates coupled with rampant inflation. Mortgage rates have increased from 3.1% just a few years ago to nearly 6.28% today – making it the largest magnitude increase for mortgage costs in decades. Current price inflation is now widely expected to be further exacerbated by new international tariffs on construction materials to build a home. According to NAHB, the cumulative impact of tariffs on building costs will add an additional \$10,900 to the price of a single-family home in 2025.

It is important to recognize that the fire sprinkler requirements on new homeowners is just one of several new fees and mandates imposed by the Town of Erie since 2023. New IECC Code mandates (\$5,500), metro district requirements (\$5,000) and Water Tap Fees (\$20,235) have collectively increased costs on new home construction by over \$46,000 in just the last two years. Like tariffs at the national level, these additional fee increases levied by the Town are being passed on to existing renters and future residents who wish to call Erie home.

When including the \$15,000 fire sprinkler system mandate in the total amount of required builder fees, the Town of Erie now surpasses Castle Rock as the most expensive municipality to build a home in the Denver Metro Area.

Repealing the current fire sprinkler requirement would be a meaningful step in helping to reduce the cost burden on these residents.

In the fourth quarter of 2024, a family earning the nation's median income of \$97,800 needed 38% of its income to cover the mortgage payment on a median-priced new home. Low-income families, defined as those earning only 50% of the median income, would have to spend 76% of their earnings to pay for the same new home. Source: NAHB/Wells Fargo Cost of Housing Index (CHI).

According to NAHB, for every \$1,000 increase in price, an additional 2,373 households are priced out of the market in the State of Colorado.

Please see the attached HBA Housing Fact Sheets for more detail on Erie's housing costs.

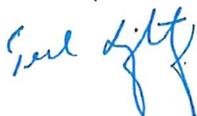
Unfortunately, the collective challenges experienced at the local and national level are already having an effect on the homebuilding industry in Erie. Between January and August of 2024, 386 residential building permits were pulled in Erie compared to only 286 during the same time period this year – marking a 44% decrease in the number of new homes being built year-over-year.

Families who cannot qualify to purchase homes due to the increased costs from well-meaning, but expensive fire sprinkler systems will remain in housing that is more hazardous, because it's built to less stringent code requirements. These older homes can have outdated appliances, space heaters, faulty wiring, or other characteristics that might lead to a greater risk of a fire starting, or a lack of smoke alarms and egress windows installed to today's codes which increase the chances of dying in a fire.

Given the precarious environment that the residential construction industry finds itself, as well as the considerable financial challenges currently being confronted by thousands of Erie residents – a thoughtful code amendment exempting fire sprinklers for new homes will help to relieve unnecessary financial challenges for hardworking families while making your community safer.

Thank you for your time and consideration of our analysis. Please feel free to reach out to the HBA of Metro Denver, if you have any additional questions or concerns.

Sincerely,



Ted Leighty
Chief Executive Officer
Home Builders Association of Metro Denver

CC: Malcolm Flemming, Erie Town Manager
Deborah Bachelder, Deputy Director, Planning and Development Research

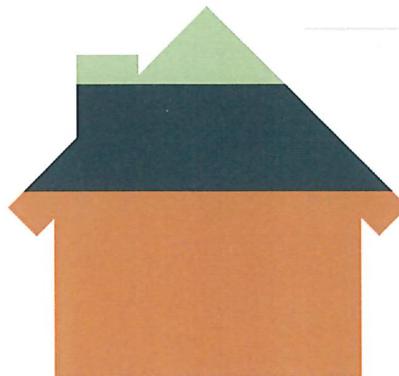
Housing in Erie

How Much Does Housing Cost?

Single Family Homes

Between the costs of construction, the cost of land, and the other costs of developing and building housing, new residential units are expensive. This is in addition to high interest rates, rising costs of labor and materials – all of which make financing more challenging.

For an \$800,000 Single Family Home in Erie:



\$140,000

DEVELOPER COSTS (APPROX.)

\$260,000

LAND COSTS (APPROX.)

\$400,000

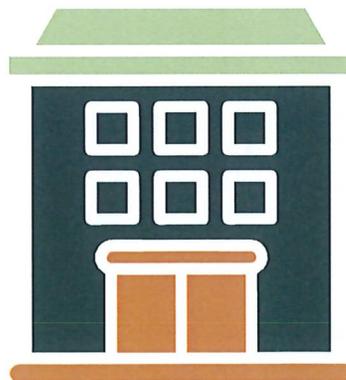
CONSTRUCTION COSTS (APPROX.)

This means the average new home in Erie now requires over \$200,000 in annual household income to afford.

Rental Housing

Erie should anticipate a two-bedroom rental unit may cost, on average, \$350,000 to produce. In some cases, the figure may be higher.

For a 2-Bedroom Rental in Erie:



\$1.2M

LAND COSTS PER ACRE (APPROX.)

MONTHLY RENTS ARE ABOUT %1

OF DEVELOPMENT COSTS (APPROX.)

~\$3,500/MO

AVERAGE 2BR RENT IN THE AREA (APPROX.)

This means a 2-bedroom rental in Erie will require \$140,000 in annual household income to afford.

FEES & RATES ROUNDTABLE

Housing in Erie

Overview



12,000

current housing units in Erie



88%

Nearly 9 out of every 10 homes are Single Family Homes



\$800,000

Median sales price of Erie home in 2022



\$140,000

Household income to afford 2BR rental in Erie



\$200,000

Annual household income to afford a home in Erie



60%

Town revenue derived from Development Fees and Sales Tax Revenue

Projected Housing Demand in Erie



	ALREADY BUILT	APPROVED DEVELOPMENT (ENTITLED)	NOT APPROVED (IN REVIEW)	LONGER-TERM OPPORTUNITY SITES	FULL BUILDOUT (2050-2055)
HOUSING UNITS	12,000 units	5,000 units	10,000 units	0 - 3,000 units	27,000 - 30,000 units
POPULATION	36,000 residents	13,000 residents	24,000 residents	0 - 7,000 residents	73,000 - 80,000 residents



AAA Fire Protection, Inc.
4805 Olive Street
Commerce City, CO 80022
Tel: 303-340-3473
State License # 25S-04206

March 27, 2025

We are pleased to offer our proposal for design, installation, and testing of the fire sprinkler system for the Westerly Villa project in Erie, CO.

The BASE cost for the models included in the above referenced project based on the scope of work and associated exclusions that follow is:

FINISHED BASEMENT

Plan 1.2 (\$10,200.00)

Plan 2.2 (\$9,850.00)

Plan 3.2 (\$9,875.00)

Plan 4.2 (\$10,400.00)

UNFINISHED BASEMENT

Plan 1.2 (\$9,990.00)

Plan 2.2 (\$9,500.00)

Plan 3.2 (\$9,750.00)

Plan 4.2 (\$10,250.00)

CRAWL SPACE

Plan 1.2 (\$10,500.00)

Plan 2.2 (\$9,990.00)

Plan 3.2 (\$10,500.00)

Plan 4.2 (\$10,750.00)

PRICES INCLUDE TAX AND ARE ALL-INCLUSIVE PRICING FOR ALL OPTIONS INCLUDING

All pricing includes sales tax on materials

Please read through the remainder of the proposal for detailed descriptions of the scope of work we are including for the project above as well as clarifications and exclusions related to the scope of work.

Should you have any questions or require additional information, please contact us. This offer is valid for 60 days from the date of this proposal after which it is subject to our review.

The price quoted is subject to a mutually agreed upon project schedule and mutually acceptable subcontract agreement. Should you have any questions, feel free to contact me directly at 817-733-6823.

Sincerely,

Derek Williams, P.E.
Sales Representative/Fire Protection Engineer
AAA Fire Protection



AAA Fire Protection 4805 Olive Street, Commerce City, CO 80022

FIRE LIFE SAFETY IS OUR BUSINESS!

Initials _____

2

PROJECT SCOPE OF WORK

- Design, install, and test one wet pipe fire sprinkler system for each unit type for each duplex for the Westerly project located in Erie, CO per the 2019 Edition of NFPA 13D, *Standard for the Installation of Sprinkler Systems in One and Two Family Dwellings and Manufactured Homes*. Pricing is based on 12/6/2024 drawings. Please note specifications related to fire sprinkler systems were not included in the bid package, therefore AAA Fire Protection has used materials that are both allowed per NFPA 13D and industry standard only.
- Protection of closets 24 sq.ft. and under, bathrooms 55 sq.ft. and under, and balconies have not been included as allowed by NFPA 13D.
- Backflow preventers for each single unit have been included.
- All new 2022 Mountain View Fire requirements have been provided, including garage coverage with one dry sidewall sprinkler located near the man door leading to the residence (**only for garages where there are no living spaces above**), dry pendants for garage where living space is located above, crawl space coverage with copper piping (**crawl space option only**), interior horn, and exterior weatherproof horn/strobe. All wiring for horns and horn/strobes to be provided by others.
- Flow test was not available during preparation of this proposal. Pricing is based on sufficient flow and pressure available to supply the fire sprinkler design demands. A minimum of 75 psi is required. Booster pump and/or interior CPVC piping larger than 1-1/4" for any area is not included.
- Pricing based on having sufficient underground size (1" or larger) to allow the hydraulic calculations work with sufficient safety factor. AAA Fire Protection's scope to begin after the domestic system connection by others.
- Spacing for ceiling fans are not included.
- Rough inspection and final inspection with local fire department is included.
- Provide Owner with above ground completion certificate and system training.
- All piping and fittings to be CPVC, excluding crawl space areas where CPVC is not listed for installation. Copper pipe and fittings to be utilized in these areas.



AAA Fire Protection 4805 Olive Street, Commerce City, CO 80022

OWNER RESPONSIBILITIES

- Provide AAA Fire Protection with Architectural CAD drawings for design of fire sprinkler system. Drawings to include site plan, floor plans, building sections, and reflected ceiling plans (if provided). All locations and size of beams, sloped ceiling locations with pitch of ceilings, and any other ceiling obstructions that could potentially impede the spray patterns of the fire sprinklers.
- Provide AAA Fire protection with .pdf drawings of structural, electrical, and mechanical drawing for coordination of piping and sprinkler locations.
- Provide line voltage to inside horn and outside horn/strobe.
- Provide a minimum of 40 degrees F at all times in areas where wet piping without properly installed insulation is installed.
- Provide proper opening size at each fire sprinkler head location (1/8" maximum tolerance around each sprinkler head location).

MATERIALS UTILIZED FOR PROJECT

Sprinkler types and locations:

Areas with ceilings:

White concealed pendent sprinklers with flat fully concealed escutcheons will be utilized for any ceilings with a floor located above. For areas with attic space above, white concealed sidewalls with flat fully concealed escutcheons will be utilized to avoid freezing, where possible. In rooms or areas where only outside walls exist, concealed pendent sprinklers will be utilized and wet system piping to the pendent sprinkler will be required to be insulated, provided by others.

Crawl Spaces

Brass residential pendent sprinklers

Garages

White dry pendent sprinklers with white escutcheons connected to wet sprinkler piping in structure above.

Pricing includes sprinklers spaced to maximize the distance between sprinklers per code and manufacturer's requirements in order to minimize the number of sprinklers in each building. Sprinklers in alignment with other ceiling fixtures, or locating sprinklers for aesthetic considerations are not included.

Piping

CPVC with CPVC fittings. Copper piping and fittings to be utilized in crawl spaces (where provided)

Other:

Test Valve

Ball valve

CPVC riser manifold

CAD As-Built Drawings

Backflow preventer

Fire sprinkler trade permit fee with local jurisdiction



AAA Fire Protection 4805 Olive Street, Commerce City, CO 80022

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Note: AAA Fire Protection may substitute materials at its discretion. Any and all substituted materials will be comparable and will meet or exceed NFPA 13 and UL listing criteria.

EXCLUSIONS

- Overtime, all labor to be performed during AAA Fire Protection's normal business hours.
- Beamed ceiling protection within a room or area that requires sprinklers in every beam pocket.
- Painting, priming, or preparation of piping or any other system components for painting
- Pipe identification
- Patching or painting of walls or ceilings
- Custom color sprinklers or sprinkler escutcheon plates
- Locating sprinklers in the centerline and/or quarter point locations of ceiling tiles or alignment of sprinklers with ceiling fixtures.
- Sprinklers above ceilings, within concealed spaces between floors, and within attic space.
- Power to any fire protection components
- Fire alarm system
- Design, installation, testing, or flushing of underground piping.
- Bonds of any type
- Prevailing Wage labor rates
- Design requirements required by any risk management, insurance entity, Authorities Having Jurisdiction, etc that exceed the NFPA standards listed in the scope of work above.
- Accelerated schedule
- Trash dumpsters recycle bins, etc.
- Disinfection, chlorinating, or flushing piping
- Any sprinkler coverage within concealed spaces included but not limited to above suspended ceilings, between floors, and attic spaces.
- Composite clean-up
- Structural analysis of the building for support of the sprinkler system
- Structural reinforcement or enhancement to support the sprinkler system
- Cost of CAD files for our system design
- 3D design and / or 3D coordination
- Fire watch
- Insulating or other means of freeze protection for piping subject to freezing
- Special hanging methods such as seismic bracing
- Antifreeze or dry system protection
- Booster pump not included
- Protection below balconies or other exterior projections

Customer agrees to pay interest and penalties on all unpaid balances. Amounts past due over thirty (30) days will incur an overdue payment charge of 5 % interest compounded monthly on the total unpaid balance. If said unpaid balance is collected, through an attorney or collection



AAA Fire Protection 4805 Olive Street, Commerce City, CO 80022

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agency, the Customer agrees to pay all costs of collection, including all attorney's fees. By signing this document, the owner and or owner representative have fully read and are agreement to all terms and conditions specified in this proposal

This document shall consider in whole or impart a binding contractual agreement by and between SLC Homes and AAA Fire Protection, Inc.

AAA FIRE PROTECTION, INC.

Accepted: _____ Title: _____
Date: _____



AAA Fire Protection 4805 Olive Street, Commerce City, CO 80022

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Initials _____



AAA Fire Protection, Inc.
4805 Olive Street
Commerce City, CO 80022
Tel: 303-340-3473
State License # 24S-04206

JUNE 6, 2024

Mr. Kevin Brodkorb,

We are pleased to offer our proposal for design, installation, and testing for The Coach House Collection at Reunion, for a fire protection system located in Commerce City, CO.

Your cost for the above referenced project based on the scope of work and associated exclusions that follow is:

PROJECT COST (NFPA 13D Backflow / Passive Purge):

The Percheron – Plan 130..... (\$5,970.00)

The Shire – Plan 131..... (\$6,835.00)

The Beligan – Plan 132..... (\$7,525.00)

The Friesian – Plan 133..... (\$8,570.00)

The Haflinger – Plan 134..... (\$7,810.00)

The Clydesdale – Plan 135..... (\$7,525.00)

The Breton – Plan 136..... (\$6,260.00)

The Suffolk – Plan 137..... (\$8,065.00)

Total Design Cost, All 8 Models.....\$13,600.00

All pricing above includes 4.35% sales tax on materials, additional taxes to be covered by use taxes paid Owner and sufficient documents provided to AAA Fire for reduction in taxes on materials from local suppliers.

Please read through the remainder of the proposal for detailed descriptions of the scope of work we are including for the project above as well as clarifications and exclusions related to the scope of work.

Should you have any questions or require additional information, please contact us. This offer is valid for 60 days from the date of this proposal, after which it is subject to our review.

The price quoted is subject to a mutually agreed upon project schedule and mutually acceptable subcontract agreement. Should you have any questions, feel free to contact me directly at 303-340-3473 or damon@aaa-fireprotection.com.

Sincerely,

Damon Huff, Estimator / P.M.
Sales Representative
AAA Fire Protection

PROJECT SCOPE OF WORK

- Design, install, and test one new wet pipe fire sprinkler system for each unit in accordance with the 2016 Edition of NFPA 13D, *Standard for the Installation of Sprinkler Systems in Single Family Residential Occupancies* and the drawings dated 6/14/2022. Please note specifications were not provided for the fire sprinkler system, scope of work and materials are industry standard and within compliance of NFPA 13D and NFPA 13.
- Protection wet system piping routed through the attic structure above per NFPA 13D is included. Piping to be insulated, by others, to prevent piping from freezing.
- All systems to be installed as a single zoned system, Passive Purge System for each home is included.
- Pricing is based on a minimum of 1" underground fire line to each building, provided by others. AAA Fire Protection's scope to begin at a level flange located approximately 1'-0" above finished floor.
- All Options finished and unfinished basements, cost included in base price.

Sprinkler types and locations:

Interior living areas:

Reliable residential concealed pendants with white trim plates throughout the building, Viking residential concealed sidewall sprinklers at the top floor are included.



AAA Fire Protection 4805 Olive Street, Commerce City, CO 80022

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Pricing includes sprinklers spaced to maximize the distance between sprinklers per code and manufacturer's requirements in order to minimize the number of sprinklers in each building. Sprinklers located in the centerline and / or quarter point locations of ceiling tiles, locating sprinklers in alignment with other ceiling fixtures, or locating sprinklers for aesthetic considerations are not included.

Piping:

CPVC piping with CPVC fittings included for all areas.

Note: AAA Fire Protection may substitute materials at its discretion. Any and all substituted materials will be comparable and will meet or exceed NFPA 13 and UL listing criteria.

EXCLUSIONS

- Overtime, all labor to be performed during AAA Fire Protection's normal business hours.
- Painting, priming, or preparation of piping or any other system components for painting.
- Pipe identification
- Patching or painting of walls or ceilings
- Firestopping and sealing penetrations.
- Custom color sprinklers or sprinkler escutcheon plates
- Fully concealed sprinklers with flat cover plates.
- Sidewall sprinklers at top floor.
- Locating sprinklers in the centerline and/or quarter point locations of ceiling tiles or alignment of sprinklers with ceiling fixtures.
- Power to any fire protection components
- Fire alarm system
- Design, installation, testing, or flushing of underground piping.
- Bonds of any type
- Prevailing Wage labor rates
- Design requirements required by any risk management, insurance entity, Authorities Having Jurisdiction, etc. that exceed the NFPA standards listed in the scope of work above.
- Accelerated schedule.
- Trash dumpsters, recycle bins, etc.
- Disinfection, chlorinating, or flushing piping.
- Any sprinkler coverage within concealed spaces included but not limited to above suspended ceilings, between floors, and attic spaces.
- Composite clean-up
- Structural analysis of the building for support of the sprinkler system
- Structural reinforcement or enhancement to support the sprinkler system.
- Cost of CAD files for our system design
- 3D design and / or 3D coordination



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- Fire watch
- Insulating or other means of freeze protection for piping subject to freezing, (Tenting).
- Special hanging methods such as seismic bracing
- Antifreeze or Dry pipe systems
- Standpipe systems
- Galvanized piping or fittings
- Fire Pump not included.
- Water curtain protection of any exterior windows.

One-year warranty included from the date of final inspection.

By signing this document, the owner and or owner representative have fully read and are agreement to all terms and conditions specified in this proposal.

This document shall consider in whole or impart a binding contractual agreement by and between (Oakwood Homes) and AAA Fire Protection, Inc.

Customer:

Accepted: Kevin Brodkorb Title: PD Director



AAA Fire Protection 4805 Olive Street, Commerce City, CO 80022

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4

Confidence Plumbing Co., Inc
72 Inverness Drive East
Englewood, CO 80112
303.694.3262
303.771.6685 Fax

October 9, 2024

TriPointe Homes
 8055 E. Tufts Avenue
 Suite 678
 Denver, CO 80237

RE: 4036 Plan – Reunion Ridge 40s, Commerce City, CO
 Fire Sprinkler System

Water Main / System

1 – Watts LF007M2QTFZH 1 ¼” Double Check Valve (Backflow Preventer)
 1 – Watts NR3XLH 1 ¼” Pressure Reducing Valve
 1 – Red/ White 1 ¼” Ball Valve
 1 – Red/ White ½” Ball Valve
 1 – 100 PSI Pressure Gauge
 1 ¼” Type L Copper Pipe, Fittings
 ¾” Uponor White Pipe, Red Lettering for Hot Water Lines
 1” Uponor AquaPEX for Fire Sprinkler Lines
 ½” & ¾” Uponor White Pipe, Blue Lettering for Cold Water Lines
 4 – ¾” 3-Outlet Multi-Port Tees
 1 – ¾” 4-Outlet Multi-Port Tee
 Uponor Rings with Stops, Tees, Adapters, Bend Supports as Needed

Fire Sprinklers

27 – Senju RC-RESLF37 10 GPM Concealed Fire Sprinklers
 3 – Senju RC-RESLF37 13 GPM Concealed Fire Sprinklers
 2 – Senju RC-RESLFIT 10 GPM Concealed Fire Sprinklers
 30 – Senju 40611 White Cover Plates (for RESLF37)
 2 – Senju 40612 White Cover Plates (for RESLFIT)
 14 – Uponor LF73000WH White Pendant Fire Sprinklers
 14 – Uponor Q71850LW White Recessed Escutcheons
 46 – Uponor Fire Sprinkler Mount Brackets
 1 – Uponor Q7500700 Sprinkler Socket Wrench
 1 – Uponor Q7500400 Recessed Pendent Socket Wrench

Rough Material & Labor	\$ 10,830.00
Trim Material & Labor	\$ 660.00
Total	\$ 11,490.00

5/15/2025

Erie

Summary of Builder Fees (per unit)		Single-Family Detached	Townhome
County		Boulder/Weld	Boulder/Weld
Permit/Plan Review		\$3,224.23	\$2,295.72
Use Tax		\$8,485.89	\$7,474.96
Development Impact		\$15,881.00	\$9,259.00
System Development		\$57,550.00	\$57,550.00
Total Estimated Builder Fees (per unit)		\$85,141.12	\$76,579.68

Permit/Plan Review	
ICC Building Valuation Data 02/2023 ICC Building Valuation Data 02/2023	
Building Valuation Data/Source	2,400
Total Living Area SF (\$167.37 x SF)	1,600
Garage SF (\$66.48 x SF)	600
Porch/Patio Cover SF (\$35.96 x SF)	200
Finished Basement SF (\$36.14 x SF)	1,000
Unit Valuation	\$484,908.00
Permit Charge (first \$100,000)	\$993.75
Permit Charge (additional \$1,000)	\$5.60
Building Permit	\$3,149.23
Plan Check Fee	\$75.00
Total	\$3,224.23

Use Tax	
Town of Erie Use Tax	3.5% of 50% of Unit Valuation
Boulder County	Additional 1.185%
Weld County	No Additional Tax
County (Select from Dropdown)	Weld County
Total	\$8,485.89

Development Impact	
Impact	
Street Tree	\$300.00
Storm Drainage	\$1,808.00
Public Facilities	\$4,151.00
Parks & Recreation	\$2,721.00
Transportation Facilities	\$6,215.00
Police Facilities	\$686.00
Total	\$15,881.00

System Development	
Water Tap	
Water District	Erie
Tap Fee	\$17,290.00

Sanitation Tap	
Sewer District	Erie
Tap Fee	\$8,860.00

Water Rights	
Water Provider (dedication)	Erie
Water Requirement Variable	3/4"
Raw Water Rights	\$31,400.00
Total	\$57,550.00

Total Builder Fees (Single-Family Detached): \$85,141
 Fire Sprinkler Requirement: \$15,000
Total: \$100,141

Top 10 municipalities with highest development fees
 in Denver Metro area

Total Fees	SFD
Erie*	\$100,141.66
Castle Rock	\$94,113.07
Commerce City*	\$83,949.62
Brighton	\$81,633.74
Parker	\$80,322.44
Thornton	\$78,586.09
Longmont	\$75,315.30
Aurora	\$69,411.96
Arvada	\$60,997.60
Arapahoe Co.	\$57,032.05

* Includes residential fire sprinkler requirement



MOUNTAIN VIEW FIRE RESCUE
6328 Monarch Park Place, Niwot, CO 80503
(303) 772-0710 • FAX (303) 651-7702
www.mvfpd.org

Erie Town Council
645 Holbrook Street
Erie, Colorado 80516
March 7, 2026

Mayor Moore, Mayor Pro-Tem Bell, and the Town Councilors,

The Mountain View Fire Protection District strongly urges you to retain the residential sprinkler provisions of the International Residential Code (IRC) in its town building code. The town took a courageous step towards protecting the health, safety, and resilience of the town and its citizens when it kept the single-family sprinkler provision of the IRC during the last code cycle. The residential sprinkler code has been in the model IRC since 2009, and so can be considered the standard of safety across the country.

Since that time, over 900 homes have been built or started construction with sprinklers. We have reliable data that the sprinklers can be installed at a reasonable cost, have the same reliability as any other plumbing system in the homes, and can be installed quickly and efficiently, despite the doom and gloom predictions of the Home Builders Association.

The HBA has presented inflated values for costs and claims of lack of reliability. Over those 900 homes, the average cost for the installed sprinkler system is \$10,4757 ± \$3573, with a median value of \$9400. We have received far fewer calls for water leaks in the sprinkler systems that we have for other plumbing systems in the homes.

The argument that this reduces the affordability of these homes is specious. The HBA has admitted that even if sprinklers were not included in the homes, they would sell them for the same price.

The safety advantages of residential fire sprinklers are unquestioned. The NFPA reports that the risk of dying in a home fire with sprinklers is reduced by 90%. The National Fire Sprinkler Association notes that the injury rate in sprinkled homes because of fire is reduced by 79%. The risk of injury to firefighters in home fires with sprinklers is down by 2/3.

Beyond that, there is a significant economic advantage to the town if single-family residential sprinklers are installed. In sprinklered homes, residents typically can re-inhabit the home in days to weeks after a fire. Non-sprinklered homes are typically empty for months to years,

with the attendant loss of valuation and tax revenue. Homes under extensive repair or rebuilding may be considered a detriment or an eyesore by neighbors and visitors, further depressing valuations.

With neighborhood-wide sprinkler installation, the town's utilities are more robust and resilient. With no large surge capacity of firefighting water needed because fires are controlled when small, the town's pumping and water transmission demands are reduced. Because fires are controlled when small, and that small volume of water does not wash contaminants, carcinogens, and chemicals into the stormwater system, roadways, or soils, the town avoids the costs of decontaminating those areas.

The town's ordinances allow the town to offer incentives to developers when neighborhood-scale sprinkler systems are installed. If all homes are sprinkled, the IRC permits closer spacing of homes, allowing developers to site more homes per acre. Homes can be constructed at a lower cost because the required fire ratings for facing wall assemblies are reduced. The town can offer developers incentives like reduced distribution piping costs and fewer fire hydrants needed to protect the neighborhood. Mountain View looks forward to working with the town to create more developer-friendly incentives if the residential sprinkler ordinance is retained.

Mountain View Fire is committed to the safety, sustainability, and economic health of the Town of Erie and its citizens. Our firefighters put themselves in tremendous peril to save the lives and protect the property of our residents. Please retain the sprinkler ordinance in the town's codes. It makes economic sense for the town and, as the HBA has admitted, removing the sprinkler ordinance won't make the homes any more affordable. The town would give up a key risk reduction and community resilience feature for no economic benefit.

Sincerely,

A handwritten signature in blue ink that reads "Jeffrey Webb". The signature is written in a cursive, flowing style.

Jeffrey Webb—Deputy Chief and Fire Marshal
Mountain View Fire Rescue



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-220, **Version:** 1

SUBJECT:

EXECUTIVE SESSION to hold a conference with the Town's water counsel to determine a position relative to water matters, including discussion related to the Town's water supply development and growth, that may be subject to negotiations and instruct negotiators pursuant to C.R.S. § 24-6-402 (4)(e) and to hold a conference with the Town's water counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), related to water supply strategies

DEPARTMENT: Utilities

PRESENTER(S): Todd Fessenden, Utilities Director

TIME ESTIMATE: 30 minutes

For time estimate: please put 0 for Consent items.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 3/24/2026

File #: 2026-225, **Version:** 1

SUBJECT:

EXECUTIVE SESSION to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); and to 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

DEPARTMENT: Economic Development
Utilities

Finance

PRESENTER(S): Julian Jacquin, Director of Economic Services & TOEURA
Todd Fessenden, Utilities Director
Sara Hancock, Finance Director

TIME ESTIMATE: 30 minutes

For time estimate: please put 0 for Consent items.

Agreement for Services
(ADA Transition Plan Work)

This Agreement for Services (the "Agreement") is made and entered into this _____ day of March, 2026 (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 E&M Concrete, LLC, an independent contractor with a principal place of business at 615 East 77th Avenue, Thornton, CO 80029 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

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

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

I. Scope of Services

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. No agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein. The term of this Agreement may be extended by the Town under the same terms and conditions by a written amendment to this Agreement.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$103,332.10. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community.

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

C. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

D. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be

exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

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

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

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

excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. Indemnification

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, attorneys, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

By:  Signed by: Erick Espinoza
CE472A6E1694475

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2026, by _____ as _____ of E&M Concrete, LLC.

My commission expires:

(Seal)

Notary Public

Exhibit A Scope of Services

Contractor's Duties

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

- Contractor shall install concrete ADA (American with Disabilities Act) ramps at select locations within the Vista Pointe neighborhood as directed by the Transportation Division of Erie Public Works. The locations are audited by the ADA Coordinator and the contracted firms (e.g. Deepwalk and WT Group) with information on compliance needs.
- Contractor shall QA/QC (check) the locations for compliance using field fitting techniques, digital levels, and criteria defined by the Town's engineering standards for ADA ramps. The Transportation Division will inspect the work to confirm compliance.

Contractor's Deliverables

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

- An estimated seven (7) ADA compliant concrete ramp replacements and three (3) ADA compliant sidewalk segments to match the available budget.

First Amendment to Agreement for Services (Hourly)
(On-Call Maintenance Services – Water Treatment Facility)

This Amendment to Agreement for Professional Services (the "Amendment") is made and entered into this ____ day of March, 2026 (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 Velocity Plant Services, LLC, an independent contractor with a principal place of business at 2107 West College Avenue, Englewood, CO 80110 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on October 23, 2024, the Parties entered into an Agreement for Professional Services (the "Agreement"); and

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

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

1. Compensation. **Exhibit B**, Compensation, is replaced in its entirety with the attached Exhibit B.
2. Remainder of Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Contractor

DocuSigned by:
Craig Dreusen
DBFE1082DE204FE...

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2026, by _____ as _____ of Velocity Plant Services, LLC.

My commission expires:

(Seal)

Notary Public

Exhibit B
Compensation

Contractor shall be paid on an hourly basis for the time spent by Contractor's employees performing the work described in the Scope of Services. Contractor shall provide itemized invoices detailing the work performed, and shall bill in increments of not less than 15 minutes. Such invoices shall be submitted to the Town on a monthly basis.

The hourly rates for Contractor's employees are as follows:

16% of total invoiced amount added for project administration cost
15% profit added to materials, vendor services & subcontractors.

Hourly Service Rates as of January 1st 2024 Labor
Rates/Hour

Superintendent & truck - \$170.00
Project Manager - \$185.00 Foreman -
\$105.00 Pipefitter/Operator - \$90.00
General Laborer - \$73.50

Equipment - Mobilization is 4 equipment hours Equipment
Rates/Hour (Does not include operator) Walk Behind 24"

Drum Compactor - \$50.00

Jumping jack - \$20.00

Wheel Skidsteer Loader - \$60.00
Track Skidsteer Loader - \$85.00
Trench attachment - \$15.00 Backhoe
loader - \$85.00
3-4 CY Loader - \$150.00

50 excavator - \$90.00 85
excavator - \$100.00 160
Excavator - \$120.00 200
Excavator - \$140.00 235
Excavator - \$165.00

10k # Extend Forklift - \$120.00

20kw Diesel Generator/Light Stand - \$30.00 Air
compressor - \$30.00

Subcontractor Crane services – Hourly rates by requirement of load and reach calculation.

Subcontract Trucking Services – Hourly rates per origination and destination

Pumps, Hoisting Equipment, and other specialty tools to be provided as requested... specific to existing job conditions.

The total annual compensation under this Agreement shall not exceed \$200,000.

Certificate Of Completion

Envelope Id: FA73FA66-10E7-40A3-BE3D-CFB0DFBC090C
 Subject: Complete with Docusign: 260219 Amendment Velocity Plant Services.docx
 Source Envelope:
 Document Pages: 4
 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: 50.206.104.130

Record Tracking

Status: Original
 3/3/2026 5:30:45 PM
 Holder: Lyndsy Willette
 lwillette@erieco.gov
 Location: DocuSign

Signer Events

Craig Dreesen
 cdreesen@velocityci.com
 Director of Operations
 Velocity Plant Services, LLC
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 DBFE1082DE204FE...
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.198.193.253

Timestamp

Sent: 3/3/2026 5:31:48 PM
 Viewed: 3/4/2026 8:27:58 AM
 Signed: 3/4/2026 8:28:32 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/4/2026 8:27:58 AM
 ID: 2d40fa64-35a5-41d0-9de6-d70635fa8106

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

Bruce Chamero
 bchamero@erieco.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 3/4/2026 8:28:33 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/1/2020 8:41:01 AM
 ID: 6212f5d4-f4d0-4f01-a0f3-6f92c54aa25a

Weston Ring
 wring@erieco.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 3/4/2026 8:28:34 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/26/2026 12:46:18 PM
 ID: 7a6eb635-f94b-4d49-9eb3-26e9a0ada78a

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/3/2026 5:31:48 PM
Certified Delivered	Security Checked	3/4/2026 8:27:58 AM
Signing Complete	Security Checked	3/4/2026 8:28:32 AM
Completed	Security Checked	3/4/2026 8:28:34 AM

Payment Events	Status	Timestamps
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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.

Agreement for Professional Services

This Agreement for Professional Services (the "Agreement") is made and entered into this ____ day of March, 2026 (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 IronStride Solutions, PC an independent contractor with a principal place of business at 2000 S. Colorado Boulevard, Tower 2, Suite 975, Denver, CO 80222 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

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

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

I. Scope of Services

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

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

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$129,945.00. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

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

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

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

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

E. Consultant shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims,

damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. Independent Consultant

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

VII. Insurance

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

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

3. Consultant shall maintain professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

4. Consultant shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

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

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

VIII. Indemnification

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been

determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

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

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

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

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

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

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

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

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

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

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

Exhibit A Scope of Services

Consultant's Duties

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

- Consultant shall conduct: existing conditions analysis, stakeholder engagement, aligning policies (Erie Municipal Code), budgets, and objectives, data-driven strategy development, technical standards development.

Consultant's Deliverables

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

1. Existing Conditions Review: The Transportation Division will provide data and information related to the most recent efforts, agreements, policies, assets, municipal codes, engineering standards, and stakeholder interests to the consultant team. Some of this information is confidential and the consultant will need to commit to NDAs. The consultant team will need to review and understand the background information and provide an assessment (memorandum) of the existing conditions in relation to available budget resources.

2. Model Existing Lighting Levels (Xcel and United Power Areas): A high level photometric (or equivalent) model identifying the original lighting design is needed to establish a baseline based on previously reviewed/approved lighting. The information will be used to discuss light level changes with stakeholders as a result of LED upgrades and updated poles, fixtures, and etc.

3. Stakeholder Input: The Town of Erie is a customer service driven organization that uses internal and external stakeholder groups. Lighting can influence safety, quality of life, and smart city interests that need to be captured through input (survey). The consultant team will need to capture stakeholders' expectations from the following groups:

- Technical Teams (PW Engineering, PW Transportation, PW GIS, PW Streets, Planning, Environmental, PD, Parks, IT, Communication, Finance).
- Elected/Appointed Reps from Boards, Commissions, and Council.
- Neighborhood HOA Reps.
- Development and Business Community Reps.

4. Visual Dashboard: To create a strategic direction, a GIS (or equivalent) visual communication tool is needed to demonstrate the existing conditions and areas of immediate or long-term opportunities.

5. Stakeholder Presentation: The strategic direction, areas of opportunities, and consultant recommendations will need to be presented to stakeholders to ensure awareness. A workshop (or equivalent) is needed to educate the team and build consensus towards new lighting standards.

6. Lighting Standards and Specifications: Upon consensus, the Public Work Department will need technical documentation (e.g. AutoCAD drawings, Cut Sheets, Standard Details, Conduit and Electrical Specification sheets) to update the engineering standards and specifications. The documentation will need to align with roadway classifications and establish a set of options that correspond to codes and "dark sky" initiative across all lights including streetlights, traffic signals, and pedestrian lighting.

7. Active Projects: The consultant will need to provide guidance (memorandum) on guiding and transitioning active development projects from previous streetlight methodology to the new engineering standards.

8. Roadmap to Smart City Technologies: The consultant, considering the Town's budget for streetlights, will need to recommend (memorandum) value-added services that can support Smart City technologies and capabilities. This information will be used to evaluate alignment between manufacturer offerings and the Town's strategic interests.

Fourth Amendment to Agreement for Services
(Fertilizer Application Services – PR-23-03)

This Fourth Amendment to Agreement for General Services (the "Fourth Amendment") is made and entered into this ____ day of February, 2026 (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 Agfinity Inc., an independent contractor with a principal place of business at 4065 St. Cloud Drive, Suite 100, Loveland, CO 80538 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on February 10, 2023, the Parties entered into an Agreement for Services (the "Agreement"); and

Whereas, on December 7, 2023, the Parties amended the Agreement to add additional services and change the amount of compensation (the "First Amendment"); and

Whereas, on November 4, 2024, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Second Amendment"); and

Whereas, on September 25, 2025, the Parties amended the Agreement to add additional services and change the amount of compensation (the "Third Amendment"); and

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

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

1. Compensation. The total amount spent in 2026 shall not exceed \$50,000.
2. Term. The term of the Agreement is hereby extended through December 31, 2026.
3. Remainder of Agreement. Except as expressly modified herein, the Agreement, as amended by the Fourth Amendment, shall remain in full force and effect.
3. Electronic Signatures. The Parties intend that this ____ Amendment be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

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

DocuSigned by:
Noell Ullrich
5A42E221F5484B5

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ___ day of _____, 2026, by _____ as
_____ of Agfinity.

My commission expires:

(Seal)

Notary Public