



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Agenda

Town Council

Tuesday, May 26, 2026

7:35 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

7:35 p.m.

II. Roll Call

III. Approval of the Agenda

IV. Consent Agenda

7:35-7:40 p.m.

[2026-347](#) Approval of the August 26, 2025 Town Council Meeting Minutes

Attachments: [08-26-2025 Council Minutes](#)

[2026-348](#) Approval of the December 2, 2025 Town Council Special Meeting Minutes

Attachments: [12-02-2025 Council Minutes](#)

[2026-349](#) Approval of the December 9, 2025 Town Council Meeting Minutes

Attachments: [12-09-2025 Council Minutes](#)

[2026-351](#) Memorial Day Proclamation, sponsored by Mayor Pro Tem Bell and Council Member O'Connor

Attachments: [Memorial Day Proclamation](#)

[2026-72](#) 2026 Pollinator Proclamation; Sponsored by Council Member Anil Pesaramelli and Council Member Brian O'Connor

Attachments: [pollinator proclamation](#)

[2026-209](#) An Ordinance of the Town Council of the Town of Erie Granting an Easement to United Power, Inc. and Approving the Associated Easement Agreement

- Attachments:** [Ordinance 022-2026](#)
[Easement](#)
- [2026-325](#) A Resolution of the Town Council of the Town of Erie Approving an Eighth Amendment to the Lease Agreement with Vector Air Management, LLC
- Attachments:** [Resolution 26-096](#)
[Eighth Amendment](#)
- [2026-336](#) A Resolution of the Town Council of the Town of Erie Approving the Amended 2026 Council Work Plan
- Attachments:** [Amended 2026 Work Plan](#)
[Resolution 26-100](#)
- [2026-339](#) A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement Task Order with Kimley-Horn and Associates, Inc. for Design Services at Compass Park
- Attachments:** [Resolution 26-101](#)
[Amendment](#)
[Original Task Order](#)
- [2026-340](#) A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement Task Order with Kimley-Horn and Associates, Inc. for Design Services at Morgan Hill Neighborhood Park
- Attachments:** [Resolution 26-102](#)
[First Amendment](#)
[Original Task Order](#)
- [2026-343](#) A Resolution of the Town Council of the Town of Erie Adopting Modifications to the Rules and Regulations Governing the Erie Cemetery
- Attachments:** [Resolution 26-098](#)
[Mount Pleasant Cemetery- Redlined Rules and Regulations](#)
[Mount Pleasant Cemetery- Final Rules and Regulations](#)

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

7:40-7:50 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

- [2026-327](#) 2026 Pride Month Proclamation, Sponsored by Council Members Emily Baer and Brian O'Connor and Mayor Moore

Attachments: [Proclamation](#)

7:50-7:55 p.m.

[2026-345](#) A Presentation on e-Bike Education and Enforcement

Attachments: [Presentation](#)

7:55-8:10 p.m.

Presenter(s): Lee Mathis, Police Chief

[2026-330](#) Erie Youth for Change Annual Presentation

Attachments: [Brochure](#)

8:10-8:20 p.m.

Presenter(s): Savannah Shifrin, Recreation Coordinator

[2026-346](#) An Ordinance of the Town Council of the Town of Erie Consolidating all Provisions of the Erie Municipal Code Related to Penalties and Enforcement for Code Violations

Attachments: [Ordinance 023-2026](#)

[PC Resolution No P26-08](#)

8:20-8:30 p.m.

Presenter(s): Breena N. Meng, Town Attorney

[2026-338](#) Water Allocation Policy and Implementation Items

- 1) An Ordinance of the Town Council of the Town of Erie Amending Chapter 1 of Title 8 of the Erie Municipal Code to Amend the Water Dedication and Fee in Lieu of Water Dedication Requirements;
- 2) A Resolution of the Town Council of the Town of Erie Approving and Adopting the Town of Erie Water Allocation Policy;
- 3) A Resolution of the of the Town Council of Erie Adopting the Town's Fee Schedule; and
- 4) An Ordinance of the Town Council of the Town of Erie Amending Section 9-1-2 of Chapter 1 of Title 9 of the Erie Municipal Code to Revise the Local Amendments Related to Permitting in the International Residential Code

Attachments: [Ordinance No. 024-26; Amending Title 8 Chapter 1](#)
[Resolution 26-103; Approving Water Allocation Policy](#)
[Resolution 26-104; Fee Schedule](#)
[Ordinance No. 025-26; Amending Title 9 Chapter 1](#)
[Water Allocation Policy_052626](#)
[Water Supply Overview_052626](#)
[Development Overview_052626](#)
[Presentation-Water Allocation Policy_052626](#)
[Published Notice](#)
[2026 Fee Schedule 1.20.2026 Revised 5.21](#)
[2026 Fee Schedule 1.20.2026 Redlined 5.21](#)
[Water Dedication Fee Comparison](#)

8:30-9:45 p.m.

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

2026-259

A Resolution of the Town Council of the Town of Erie Approving the Twenty-Second Interim Agreement between the Northern Colorado Water Conservancy District, through its Northern Integrated Supply Project Water Activity Enterprise, and the Town of Erie, Acting by and Through its Erie Water Activity Enterprise

Attachments: [Resolution 26-099](#)
[Agreement](#)
[Presentation](#)

9:45-10:15 p.m.

*Presenter(s): Todd Fessenden, Utilities Director
 Pete Johnson, Water Counsel
 Andrea Kehrl, Water Counsel
 Sara Hancock, Finance Director*

VII. Council Member Reports and Announcements

10:15-10:30 p.m.

VIII. Town Manager Report

10:30-10:35 p.m.

IX. Town Attorney Report

10:35-10:40 p.m.

X. Adjournment

10:40 p.m.

(The Town Council's Goal is that all meetings be adjourned by 10:30pm. An agenda

check will be conducted at or about 10:00 p.m., and no later than at the end of the first item finished after 10:00 p.m. Items not completed prior to adjournment will generally be taken up at the next regular meeting.)

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: 5/26/2026

File #: 2026-347, **Version:** 1

SUBJECT:

Approval of the August 26, 2025 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 August 26, 2025 Town Council meeting.

SUMMARY/KEY POINTS

- Minutes from the August 26, 2025 Town Council meeting.
- These minutes were discovered missing in May 2026.

BACKGROUND OF SUBJECT MATTER:

The Town Clerk's office discovered that the minutes from the August 26, 2025 Town Council meeting were discovered missing from both the Town's website and Laserfiche. The video from that meeting has been reviewed in its entirety to create these minutes.

ATTACHMENT(S):

1. 08-26-2025 Council Minutes



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, August 26, 2025

6:30 PM

Council Chambers

Link to Watch or Comment Virtually: <https://bit.ly/TC2025-4thTuesday>

I. Call Meeting to Order and Pledge of Allegiance

Mayor Pro Tem Bell called the meeting to order at 6:30 p.m.

II. Roll Call

Mayor Moore and Council Member O'Connor arrived to the meeting at 6:48 p.m.

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

Council Member Baer made a motion to approve the Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 6:34 p.m.

Ayes 5 - Mayor Pro Tem Bell
Council Member Pesaramelli
Council Member Baer
Council Member Mortellaro
Council Member Hoback

Absent 2 - Mayor Moore
Council Member O'Connor

IV. Consent Agenda

[25-138](#) Approval of the August 12, 2025 Town Council Meeting Minutes

Attachments: [08-12-2025 Council Minutes](#)

[25-343](#) A Resolution of the Town Council of the Town of Erie Approving the Purchase of an Optical Gas Imaging Camera from ChampionX, LLC

Attachments: [Resolution 25-144](#)
[ChampionX Purchase Order](#)
[Trade Compliance Certificate](#)
[AURA OGI Camera Quote](#)

[25-454](#)

A Resolution of the Town Council of the Town of Erie Approving a Certificate of Appropriateness for the Barn Rehabilitation Project at Schofield Farm

Attachments: [Resolution 25-142](#)
[Written Findings/Recommendation from HPAB](#)
[Application](#)
[Schofield CoA Narrative](#)
[Schofield CoA Drawings](#)

[25-458](#)

A Resolution of the Town Council of the Town of Erie Approving the First Amendment to the General Services Agreement with BC Interiors for Town Hall Phase II Furniture

Attachments: [Resolution 25-146](#)
[Amendment](#)

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

Ayes 5 - Mayor Pro Tem Bell
 Council Member Pesaramelli
 Council Member Baer
 Council Member Mortellaro
 Council Member Hoback

Absent 2 - Mayor Moore
 Council Member O'Connor

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

Mayor Pro Tem Bell read the Public Comment rules and opened Public Comment at 6:34 p.m.

The following spoke:

1. Holly Vezina signed up to speak but did not appear.
2. John Mund spoke about concerns regarding the safety of a well site oil cleanup in an Erie development.
3. Valerie Tekavec spoke about concerns with the Erie airport.
4. Don Colacino read an open letter from CLEAR Skies Erie to Mayor Moore and Town Council.
5. Tony Gambee spoke about Mount Pleasant Cemetery.
6. Ed Guignon spoke about enhancing the Community Feel.
7. Alex Vaughn spoke about the Flag Policy.
8. Skylar Weitzel spoke about thoughts and concerns on various items.

9. Christina Pisano spoke about the Flag Policy.
10. Becky Lesser spoke about the Flag Policy.
11. Janice Kravitz-Schlickman signed up to speak but did not appear.
12. Christine Hackett-Eisenberg spoke about the Flag Policy.
13. Janet Brown spoke about Oil & Gas and the Flag Policy.

With no additional speakers, Mayor Moore closed Public Comment at 7:10 p.m.

VI. General Business

[25-463](#) Town Banner, Flag and Street Décor Policy

Attachments: [Option 1. Current Erie Flag and Decor Policy 2024.03.01](#)
[Option 2-Local Proclamations + Banners edits to Current Policy](#)
[Option 3-US CO Town flags only + Banners edits to Current Policy](#)
[Option 2-Local Proclamations + Banners](#)
[Option 3-US CO Town flags only + Banners](#)

Malcolm Fleming, Town Manager, presented the item at 7:11 p.m.

Council Members spoke about the options presented.

Mayor Pro Tem Bell made a motion to accept Option 3 without the University of Colorado Monthly Awareness Calendar of the update to the Administrative Policy titled Banner, Flag and Street Décor Policy. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 8:13 p.m.

Mayor Moore called for a 5 minute recess at the conclusion of this item.

Council Member Baer announced that she was leaving the meeting at the conclusion of this item.

Ayes 4 - Mayor Moore
 Mayor Pro Tem Bell
 Council Member O'Connor
 Council Member Mortellaro

Nayes 3 - Council Member Pesaramelli
 Council Member Baer
 Council Member Hoback

[25-462](#) 2025 Performing Arts Center (PAC) Feasibility Study Report

Attachments: [Presentation](#)

Luke Bollinger, Director of Parks & Recreation, introduced the item at 8:18 p.m.

Stacey McMath, Senior Consultant with Webb Management, and Chris

Wineman, Principal with Sample Brown, presented the item at 8:19 p.m.

[25-461](#)

A Resolution of the Town Council of the Town of Erie Approving the 2025 Parks, Recreation, Open Space, and Trails (PROST) Playbook

Attachments: [Resolution 25-143](#)

[2025 Erie Parks & Recreation PROST Strategic Plan](#)

[Appendix A: Needs Assessment Report](#)

[Appendix B: PROST Maps](#)

[Presentation](#)

Luke Bollinger, Director of Parks & Recreation, introduced the item at 9:27 p.m.

Michelle Regan, Senior Associate of DTJ Design, presented the item at 9:28 p.m.

Mayor Pro Tem Bell made a motion to approve Resolution 25-143. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 10:11 p.m.

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

Absent 1 - Council Member Baer

[25-479](#)

119th & Baseline Land Acquisition - Coordination with Lafayette and Boulder County

Luke Bollinger, Director of Parks & Recreation, gave an update on this property at 10:13 p.m.

VII. Council Member Reports and Announcements

Council Members spoke about the Erie Air Fair scheduled for September 7 from 10 a.m. - 2 p.m.; reminder AEDAB meets on the 3rd Thursday of each month; a remembrance of Maximus Monroe - a 16 yr old from Erie who lost his life in a car accident; Schofield ground breaking is Thursday, September 28; Mayor & O'Connor visited the western slope today to tour where the Town gets its water; Eagle Scout Jeremiah Halberon met with the Mayor.

VIII. Adjournment

Mayor Moore adjourned the meeting at 10:40 p.m.

Approved _____
Mayor

Attest _____
Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-348, **Version:** 1

SUBJECT:

Approval of the December 2, 2025 Town Council Special 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 December 2, 2025 Town Council Special Meeting.

SUMMARY/KEY POINTS

- Minutes from the December 2, 2025 Town Council Special Meeting.
- These minutes were discovered missing in May 2026.

BACKGROUND OF SUBJECT MATTER:

The Town Clerk's office discovered that the minutes from the December 2, 2025 Town Council Special Meeting were discovered missing from both the Town's website and Laserfiche. The video from that meeting has been reviewed in its entirety to create these minutes.

ATTACHMENT(S):

1. 12-02-2025 Council Minutes



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, December 2, 2025

6:00 PM

Council Chambers

Special Meeting

Link to Watch or Comment Virtually: <https://bit.ly/TC-Special-1stTuesday>

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore (virtual) called the meeting to order at 6:00 p.m.

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

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

Council Member O'Connor made a motion to approve the Agenda. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 6:01 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. Public Comment On Non-Agenda and Consent Items only.

Mayor Moore read the Public Comment rules and opened Public Comment at 6:06 p.m.

The following spoke:

1. Meghan Hughes spoke in support of Affordable Housing.
2. Bill Hughes spoke in support of Affordable Housing.
3. Barry Luginbill spoke about the Erie Highlands Metro District #1 appointment.
4. Kristie Kauerz spoke about the Erie Highlands Metro District #1

appointment.

5. Tonya Baca spoke about the Erie Highlands Metro District #1 appointment.

6. Joshua Malm spoke about the Erie Highlands Metro District #1 appointment.

7. Ashraf Shaikh spoke about the Erie Highlands Metro District #1 appointment.

8. Mitchell Gonzales spoke about the Erie Highlands Metro District #1 appointment.

9. Jason Manley spoke about the Erie Highlands Metro District #1 appointment.

With no additional speakers in person or online virtually, Mayor Moore closed Public Comment at 6:24 p.m.

V. General Business

[25-635](#)

A Resolution of the Town Council of the Town of Erie Appointing a Member to the Erie Highlands Metropolitan District No. 1 Board of Directors

Attachments: [Resolution 25-202](#)
[Applications](#)

Mayor Moore introduced this item at 6:26 p.m.

Mayor Pro Tem Bell read a statement and recused himself from voting on this matter.

Council Member Mortellaro made a motion to approve Resolution 25-202. Council Member Baer seconded the motion. The motion passed by the following vote at 6:35 p.m.

- Ayes** 6 - Mayor Moore
- Council Member Pesaramelli
- Council Member O'Connor
- Council Member Baer
- Council Member Mortellaro
- Council Member Hoback

Recused 1 - Mayor Pro Tem Bell

[25-624](#)

Water Wise Landscape Draft Ordinance Discussion

- Attachments:** [Presentation](#)
[State Law SB 24-005](#)
[Draft Engagement Content](#)
[Code Summary Explainer](#)
[Code FAQ Sheet](#)
[Draft Code Update - Ch. 10.6.4](#)

Dylan King, Sustainability & Water Conservation Specialist, presented the item at 6:37 p.m.

[25-516](#) Preliminary Report on North/South Connectivity Opportunities: County Line & Arapahoe Road to HWY7 Options

- Attachments:** [Presentation](#)

John Firouzi, Transportation & Mobility Manager, presented the item at 7:14 p.m.

VI. Executive Session

Mayor Pro Tem Bell made a motion to go into Executive Session. Council Member O'Connor seconded the motion. The motion passed by the following vote at 8:14 p.m.

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

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

[25-654](#) EXECUTIVE SESSION: to hold a conference with the Town Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e); 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

VII. Adjournment

Approved _____
Mayor

Attest _____
Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-349, **Version:** 1

SUBJECT:

Approval of the December 9, 2025 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 December 9, 2025 Town Council meeting.

SUMMARY/KEY POINTS

- Minutes from the December 9, 2025 Town Council meeting.
- These minutes were discovered missing in May 2026.

BACKGROUND OF SUBJECT MATTER:

The Town Clerk's office discovered that the minutes from the December 9, 2025 Town Council meeting were discovered missing from both the Town's website and Laserfiche. The video from that meeting has been reviewed in its entirety to create these minutes.

ATTACHMENT(S):

1. 12-09-2025 Council Minutes



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Meeting Minutes

Town Council

Tuesday, December 9, 2025

7:35 PM

Council Chambers

or Immediately Following the Urban Renewal Authority Meeting

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

I. Call Meeting to Order and Pledge of Allegiance

Mayor Moore called the meeting to order at 8:35 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 Pro Tem Bell made a motion to approve the Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 8:37 p.m.

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

IV. Consent Agenda

[25-658](#) Approval of the November 18, 2025 Town Council Meeting Minutes

Attachments: [11-18-2025 Council Minutes](#)

[25-449](#)

Attachments: [Resolution 25-205](#)
[Proposed Updates](#)

[25-632](#)

A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with Amilia Technologies USA Inc. for Recreation Registration Software

Attachments: [Resolution 25-198](#)
[Agreement](#)

[25-592](#) A Resolution of the Town Council of the Town of Erie Approving a Construction Agreement with DeFalco Construction Company for the 111th and Arapahoe Intersection Improvements

Attachments: [Resolution 25-197](#)
[Construction Contract](#)

[25-594](#) A Resolution of the Town Council of the Town of Erie Approving a Second Amendment to a Services Agreement with Consor North America for the 111th and Arapahoe Intersection Improvements

Attachments: [Resolution 25-200](#)
[Amendment](#)

[25-515](#) A Resolution of the Town Council of the Town of Erie Approving a Professional Services Agreement with H.W. Lochner, Inc. for Design Services for Erie Municipal Airport

Attachments: [Resolution 25-211](#)
[Agreement](#)

[25-605](#) A Resolution of the Town Council of the Town of Erie Adopting Updates to the Public Records Policy

Attachments: [Resolution 25-185](#)
[Clean Version of Policy](#)
[Redline Version of Policy](#)

[25-595](#) A Resolution of the Town Council of the Town of Erie Approving the First Amendment to Construction Contract with Concrete Express, Inc. for the South Roundabout Project.

Attachments: [Resolution 25-208](#)
[First Amendment](#)

[25-607](#) A Resolution of the Town Council of the Town of Erie Approving the Third Amendment to the Professional Services Agreement with Wenk & Associates, Inc. for Schofield Farm Concept Design

Attachments: [Resolution 25-188](#)
[Third Amendment](#)

[25-623](#) A Resolution of the Town Council Approving Revisions to the

Intergovernmental Agreement between the Town of Erie and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program

Attachments: [2025-26 Revised IGA](#)
[Resolution 25-196](#)
[SRO Original IGA](#)

[25-628](#)

A Resolution of the Town Council of the Town of Erie Approving the Permanent Easement Agreement Between Anadarko E&P Onshore LLC and the Town of Erie

Attachments: [Resolution 25-199](#)
[Anadarko Permanent Easement Agreement](#)
[Context Maps](#)

[25-636](#)

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

Attachments: [Resolution 25-204](#)
[Fourth Amendment](#)

[25-647](#)

A Resolution of the Town Council of the Town of Erie Approving the Consent to Assignment of Development Agreement from Stratus Stonegate, LLC to KB Home Colorado, Inc.

Attachments: [Resolution No. 25-210](#)
[Consent to Assignment with exhibit](#)
[Recorded Copy of the Lafferty at Canyon Creek DA](#)

[25-644](#)

A Resolution of the Town Council of the Town of Erie Approving a Certificate of Appropriateness to Allow Improvements to the Town Hall Bell Tower at 645 Holbrook Street

Attachments: [Resolution 25-213](#)
[HPAB Written Findings](#)
[Application, Narrative and Presentation Materials](#)

Mayor Pro Tem Bell made a motion to approve the Consent Agenda. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 8:41 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 8:41 p.m.

The following spoke:

- 1. Christine Emerson signed up to speak but did not appear.

With no additional speakers in person or online virtually, Mayor Moore closed Public Comment at 8:42 p.m.

VI. General Business

[25-598](#)

A Resolution of the Town Council of the Town of Erie Approving the Restated Disposition and Development Agreement with the Town of Erie Urban Renewal Authority and Evergreen-County Line & Erie Parkway, L.L.C. for the Erie Town Center

Attachments: [Resolution 25-181](#)

[Hilltop Securities URA Financing Analysis](#)

[Erie Town Center Phase 1 Feasibility Study](#)

[Erie Town Center Restated Disposition and Development Agreement](#)

[Erie Town Center Phase 1 Preliminary Site Plan](#)

Mayor Moore deferred anyone looking for discussion on this one to take a look at the Urban Renewal Authority Meeting held earlier this evening as this item was fully covered and questions were answered.

Council Member O'Connor made a motion to approve Resolution 25-181. Mayor Pro Tem Bell seconded the motion. The motion passed by the following vote at 8:43 p.m.

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

[25-648](#)

A Resolution of the Town Council of the Town of Erie Supporting Home Rule Municipalities in Litigation Against the State of Colorado and

Asserting Home Rule Authority Over Local Land Use and Zoning

Attachments: [Resolution 25-209](#)

Mayor Moore introduced this item at 7:44 p.m. and answered questions.

Mayor Pro Tem Bell made a motion to approve Resolution 25-209. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 8:48 p.m.

- Ayes** 5 - Mayor Moore
 Mayor Pro Tem Bell
 Council Member O'Connor
 Council Member Mortellaro
 Council Member Hoback

- Nayes** 2 - Council Member Pesaramelli
 Council Member Baer

[25-646](#)

PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Approving a Settlement Agreement with Stratus Redtail Ranch, LLC, to Settle Pending Litigation in Weld County District Court

Attachments: [Resolution 25-216](#)

[Staff Summary Memo](#)

[Settlement Agreement](#)

[Revised Exhibits A-E](#)

[Redtail Ranch Presentation Town Council.pdf](#)

[CDPHE Redtail NAD Approval](#)

[Environmental Conditions in Residential Area - Redtail Ranch - May 2025 - Final](#)

[Amended Complaint](#)

Mayor Moore opened the Public Hearing at 7:53 p.m.

Councilmember O'Connor made a motion to continue this item to December 16, 2025. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 9:05 p.m.

- Ayes** 4 - Mayor Moore
 Mayor Pro Tem Bell
 Council Member O'Connor
 Council Member Mortellaro

- Nayes** 3 - Council Member Pesaramelli
 Council Member Baer
 Council Member Hoback

[25-649](#)

PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Providing for Supplemental Appropriations for the 2025 Budget Year

Attachments: [Resolution 25-212](#)
[Schedule A](#)
[2025 End of Year Supplemental Budget Memo](#)
[Presentation](#)
[Request Summary](#)
[Request Detail](#)
[2025 End of Year Capital List](#)

Mayor Moore opened the Public Hearing at 9:08 p.m.

Sara Hancock, Director of Finance, and Cassie Bethune, Budget & Fiscal Manager, presented the item at 9:09 p.m.

With no speakers in person or online virtually, Mayor Moore closed the Public Comment portion of the Public Hearing at 9:14 p.m.

Mayor Moore closed the Public Hearing at 9:17 p.m.

Council Member Pesaramelli made a motion to approve Resolution 25-212. Council Member Mortellaro, seconded the motion. The motion passed by the following vote at 9:17 p.m.

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

[25-656](#)

A Resolution of the Town Council of the Town of Erie Establishing and Certifying the Property Taxes for the Town of Erie, Colorado in Weld and Boulder Counties for 2025, to be collected in 2026.

Attachments: [Resolution 25-215](#)
[Presentation](#)

Sara Hancock, Director of Finance, and Cassie Bethune, Budget & Fiscal Manager, presented the item at 9:17 p.m.

Mayor Pro Tem Bell made a motion to approve Resolution 25-215. Council Member Mortellaro seconded the motion. The motion passed by the following vote at 9:24 p.m.

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

[25-540](#) Public Hearing: An Ordinance of the Town Council for the Town of Erie Amending Title 10, Chapter 13 of the Erie Municipal Code Concerning Applications for the Installation of Wireless Facilities in the Town

- Attachments:** [Presentation](#)
[Ordinance 024-2025](#)
[Planning Commission Resolution P25-14](#)
[Publication Notice](#)

Mayor Moore opened the Public Hearing at 9:25 p.m.

Deborah Bacheler, Deputy Director of Planning & Development, presented the item at 9:26 p.m.

With no speakers in person or online virtually, Mayor Moore closed the Public Comment portion of the Public Hearing at 9:34 p.m.

Council Member Mortellaro made a motion to approve Ordinance 024-2025. Council Member Baer seconded the motion. The motion passed by the following vote at 9:35 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

[25-643](#) PUBLIC HEARING: A Resolution of the Town Council of the Town of Erie Approving a Site Plan for the Erie Police Station Expansion; and A Resolution of the Town Council of the Town of Erie Approving a Special Review Use for the Erie Police Station Expansion

Attachments: [Staff Report](#)
[Staff Presentation](#)
[Proposed Site Plan](#)
[Application and Narrative](#)
[Additional Application Materials 1](#)
[Additional Application Materials 2](#)
[DRT Comments](#)
[Neighborhood Meeting Notice and Summary](#)
[Public Hearing Notices](#)
[PC Resolutions](#)
[Resolution 25-206](#)
[Resolution 25-207](#)

Mayor Moore opened the Public Hearing at 9:35 p.m.

Harry Brennan, Senior Planner, presented the item at 9:35 p.m.

With no speakers in person or online virtually, Mayor Moore closed the Public Comment portion of the Public Hearing at 9:50 p.m.

Council Member Baer made a motion to approve Resolution 25-206. Council Member Pesaramelli seconded the motion. The motion passed by the following vote at 9:51 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

Council Member Baer made a motion to approve Resolution 25-207. Council Member Pesaramelli seconded the motion. The motion passed by the following vote at 9:52 p.m.

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

VII. Council Member Reports and Announcements

Council Members spoke about Parade of Lights; Consortium of Cities, the AEDAB meeting on Dec 28th discussing Airport fees; the Chamber would

like to get a State of the Town meeting scheduled; and welcomed the new Town Attorney, Breena Meng.

VIII. Adjournment

Mayor Moore adjourned the meeting at 9:58 p.m.

Approved _____
Mayor

Attest _____
Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-351, **Version:** 1

SUBJECT:

Memorial Day Proclamation, sponsored by Mayor Pro Tem Bell and Council Member O'Connor

DEPARTMENT: Administrative Operations

PRESENTER(S): NA

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

NA

STAFF RECOMMENDATION:

NA

SUMMARY/KEY POINTS

NA

BACKGROUND OF SUBJECT MATTER:

Memorial Day, originally called Decoration Day, is a day of remembrance for those who have given their lives in defense of the United States. The first observed Decoration Day was on May 30, 1868, under a proclamation of the commander of the Grand Army of the Republic, General John A. Logan and included the placing of flowers on the graves of Union and Confederate Soldiers at Arlington National Cemetery. With the National Holiday Act of 1971, Memorial Day was designated to be held on the last Monday in May and named a federal holiday.

This year, Memorial Day is observed on May 25, 2026, and the Town of Erie is proud to honor all our fallen service members with this proclamation. We encourage all residents to reflect on the sacrifice of the fallen, that of their fellow service men and women and the families who support them.

File #: 2026-351, **Version:** 1

ATTACHMENT(S):

1. Proclamation



MEMORIAL DAY PROCLAMATION

WHEREAS, on Monday, May 25, 2025, in cities and towns throughout our nation, Americans will join to honor the fallen heroes of our Armed Forces on the 158th Anniversary of Memorial Day; and

WHEREAS, in May 1868, Major General John A. Logan called for a nationwide day of remembrance to pay tribute to those who gave their lives serving our country, which would officially be designated Memorial Day by Congress; and

WHEREAS, more than 340,000 veterans of the United States Armed Forces currently reside in the State of Colorado; and

WHEREAS, our men and women in uniform have pledged their lives to maintain the security of our great Nation and the liberties we hold so dear; and

WHEREAS, we must vow to never forget the men and women of the Armed Forces who gave the ultimate sacrifice in defending our freedoms; we should express our gratitude to the families of our fallen warriors; we must keep faith with all those who have died for our country in the fight for permanent peace; and we must honor our unwavering commitment to all members of the Armed Forces; and

NOW, THEREFORE, the Town Council does hereby proclaim Monday, May 25, 2026, as Memorial Day in the Town of Erie and I urge every resident to recognize all those who have made the ultimate sacrifice in service to our Nation.

DATED THIS 26th DAY OF MAY, 2026

Andrew J. Moore, Mayor

ATTEST:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-72, **Version:** 1

SUBJECT:

2026 Pollinator Proclamation; Sponsored by Council Member Anil Pesaramelli and Council Member Brian O'Connor

DEPARTMENT: Environmental Services
Sustainability Advisory Board

PRESENTER(S): Eryka Thorley, Sustainability Division Manager

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

POLICY ISSUES:

The Town Council may approve proclamations supporting chosen issues.

STAFF RECOMMENDATION:

Approve the proclamation

SUMMARY/KEY POINTS

- The decline of pollinator populations is an urgent issue affecting the health of natural ecosystems and agricultural productivity. Nearly 20% of roughly 1,000 native bee species in Colorado face extinction along with other species such as moths, butterflies, and other insects.
- As the Erie community grows, the Town is well positioned to adopt policies and practices that support biodiversity and pollinator protection through thoughtful management of parks, public landscapes, and other public lands.

BACKGROUND OF SUBJECT MATTER:

Habitat loss in Erie affects pollinators and biodiversity within our community. Erie benefits from adopting a strong pollinator protection strategy that protects native pollinators by restoring and connecting their habitats throughout Erie and beyond. This proclamation supports actions necessary for healthy and sustainable pollinators alongside community-driven actions to protect vulnerable native pollinators.

The Sustainability Advisory Board, in conjunction with the Sustainability Division and Tree Advisory Board, is pursuing ways that community-based engagement can increase awareness of the vital role

pollinators play in our environment. There are several initiatives in process including a comprehensive map of pollinator-friendly greenescapes, engaging residents to add their private gardens and greenescapes to a map to identify and support pollinator corridor identification and expansion across Erie. The Boards are also working to survey existing habitats to establish baseline data to then intentionally and systematically expand pollinators corridors where any gaps exist, collaborating with neighbors and organizations such as Friends of Coal Creek and the Butterfly Pavilion.

By establishing frameworks for guidelines and consistency, allocating resources, creating accountability structures and influencing behavior, Erie seeks to drive positive change in the community and encourage residents to learn more about native pollinators. Residents can learn more about their role in sustaining a healthy ecosystem in Erie, as well as establishing beautiful landscapes across our community. Staff and both the Sustainability and Tree Advisory Boards will continue seeking partnerships, grants, and other funding opportunities to encourage community-led habitat creation and education initiatives.

ATTACHMENT(S):

1. Proclamation



POLLINATOR WEEK PROCLAMATION

WHEREAS, in 2025, Governor Jared Polis proclaimed the month of June as Colorado Pollinator Month and in 2008, the U.S. Senate unanimously approved and designated a week in June as “National Pollinator Week”; and

WHEREAS, in the last 35 years, populations of some pollinator species in Colorado have dropped by more than half including nearly 25% of native bee species imperiled and at increasing risk of extinction, and the monarch butterfly population experiencing declines of 74–80% in populations both east and west of the Rocky Mountains; and

WHEREAS, one out of every three bites of food eaten worldwide is a result of pollinators including native bees, butterflies, and additional species of insects, birds, and bats; and pollinators contribute an estimated \$29 billion to farm income annually and are integral to our quality of life, economic resiliency, vitality of our natural environment; and

WHEREAS, the Town of Erie’s Sustainability Advisory Board, and the Forestry and Sustainability divisions are focused on pollinator support through education and outreach on the importance of pollinators, including native bees, in maintaining a healthy ecosystem, the pursuit of Pollinator District Certification, and the mapping of public and private pollinator habitats; and

WHEREAS, the Town of Erie Parks & Recreation Department manages parks, public landscaping, and other public lands that include greenways and wildlife habitats; and

WHEREAS, the Town of Erie provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats.

NOW, THEREFORE, the Town Council does hereby proclaim the week of June 22, 2026, through June 28, 2026, as Pollinator Week. We urge Town residents to learn more, take action, and work together to protect and support pollinator health in our community and beyond.

DATED THIS 26TH DAY OF MAY, 2026

Andrew J. Moore, Mayor

ATTEST:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-209, **Version:** 1

SUBJECT:

An Ordinance of the Town Council of the Town of Erie Granting an Easement to United Power, Inc. and Approving the Associated Easement Agreement

DEPARTMENT: Public Works

PRESENTER(S): David Pasic, Public Works Director
Wendi Palmer, Civil Engineer

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 land transactions on Town-owned properties.

STAFF RECOMMENDATION:

Approve the Ordinance

SUMMARY/KEY POINTS

- The existing road right-of-way does not have room to relocate the power lines within the existing right-of-way.
- The relocation of the existing power lines is required for the construction of the Coal Creek Restoration project.

BACKGROUND OF SUBJECT MATTER:

The Town of Erie has designed improvements to Coal Creek which include widening and replacing the Coal Creek bridges at County Line Road and Kenosha Road. This work requires United Power to relocate their existing overhead power lines. Due to the larger proposed bridges and increased span between power poles, United Power will be undergrounding portions of their power lines.

To ensure that the new lines are not in conflict with the proposed Coal Creek Restoration improvements, Town Staff and the Town's design engineer have worked with United power and

File #: 2026-209, **Version:** 1

determined that the best location for the new power lines will be outside of the existing Town right-of-way.

ATTACHMENT(S):

1. Ordinance
2. Easement

**Town of Erie
Ordinance No. 022-2026**

An Ordinance of the Town Council of the Town of Erie Granting an Easement to United Power, Inc. and Approving the Associated Easement Agreement

Whereas, the Town owns real property generally known as Parcel A, Parcel B, and Outlot B of Erie Village, Second Filing, recorded at Reception No. 01903169, in the NE 1/4 of Section 12 Township 1 North, Ranch 69 West of the Sixty Principal Meridian in Weld County, Colorado

Whereas, United Power, Inc. requested a perpetual non-exclusive easement over a portion of said property to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair, and remove utility, electrical and communications facilities; 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 an easement to United Power, Inc. 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 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Easement Agreement

This Easement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between 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 "Grantor" or "Town"), and United Power, Inc., whose address is 500 Cooperative Way, Brighton, Colorado 80603 ("Grantee") (each a "Party" and collectively the "Parties").

Whereas, Grantee wishes to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove utility, electrical and communications facilities and all fixtures and devices appurtenant thereto (collectively the "Facilities"), as may from time to time be useful to, or required by Grantee, on, over, under, and across on the property described in **Exhibit A** (the "Property"), attached hereto and incorporated herein by this reference; and

Whereas, for this purpose, the Town is willing to convey an easement to Grantee under the terms and conditions of this Agreement.

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the Town and Grantee mutually agree as follows:

1. Grant of Easement. The Town hereby grants to Grantee, its successors and assigns, lessees, licensees and agents, a perpetual, non-exclusive easement (the "Easement") to enter, re-enter, occupy and use the Property to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove the Facilities in, through, across, and under the Property, subject to the terms of this Agreement. The Facilities may be overhead, underground and/or at grade and may include, but shall not be limited to, poles, cables, conduits, wire, conductors, transformers, manholes and supports of whatever materials, including braces, guides, and other fixtures or devices used or useful in connection therewith

2. Grantee's Obligations.

a. Upon completion of construction, Grantee shall restore the surface of Grantor's property to substantially the same level and condition as existed prior to construction.

b. Grantee shall obtain all required permits prior to any construction on the Property, and shall comply with all applicable Town, state and federal laws, regulations, and standards and specifications concerning any work performed on the Property.

c. Grantee shall be solely responsible for maintaining the Facilities, and the Facilities shall remain Grantee's property.

3. Grantee's Rights. Grantee 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 Property for access to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, monitoring, and removal of the Facilities.

4. Retained Rights. Grantor reserves the right to occupy, use, and landscape said easement and the Property for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee's facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not plant any tree or bush within 5.0 feet of any existing Grantee facilities or within 10.0 feet of the opening side of any transformer or cabinet without the prior written approval of Grantee. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

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

6. Recordation. All provisions of this Agreement, including the benefits, burdens and covenants, 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. Grantee shall record this Agreement in a timely fashion in the official records of Boulder County and may re-record it at any time as may be required to preserve its rights in this Agreement.

7. Indemnification. Grantee agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss or damage is caused in whole or in part by the act, omission, error, professional error, mistake, negligence or other fault of Grantee, any subcontractor of Grantee, or any officer, employee, representative or agent of Grantee, or which arise out of a workers' compensation claim of any employee of Grantee or of any employee of any subcontractor of Grantee.

8. 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. *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.

j. *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 Property.

k. *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.

GRANTOR:

**Town of Erie, A COLORADO HOME
RULE MUNICIPALITY**

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

STATE OF _____)

) **ACKNOWLEDGMENT**

COUNTY OF _____)

This record was acknowledged before me on _____, 2026 by Andrew J. Moore as the Mayor of THE TOWN OF ERIE, A COLORADO HOME RULE MUNICIPALITY.

(Notary's official signature)

(Commission Expiration)

GRANTEE:
United Power, Inc.

By: Jan Kulmann

ITS: SVP & COO

STATE OF CO)

) **ACKNOWLEDGMENT**

COUNTY OF Adams)

This record was acknowledged before me on May 4th, 2026 by Jan Kulmann as SVP & COO of United Power, Inc.

[Signature]
(Notary's official signature)

MARISSA HILLJE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194046420
MY COMMISSION EXPIRES 12/12/2027

12/12/2027
(Commission Expiration)

EXHIBIT "A"

DESCRIPTION

PORTIONS OF "PARCEL A", "OUTLOT B" AND "PARCEL B" AS SHOWN ON THE ERIE VILLAGE, SECOND FILING FINAL PLAT, FILED FOR RECORD AT RECEPTION NO. 1903169 IN THE OFFICE OF THE BOULDER COUNTY CLERK AND RECORDER, AND BEING LOCATED IN THE EAST ONE-HALF OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 69 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT 1

COMMENCING AT THE NORTH ONE-SIXTEENTH CORNER BETWEEN SAID SECTION 12 AND SECTION 7, TOWNSHIP 1 NORTH, RANGE 68 WEST, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "1995 PLS 22579", 0.7 FEET BELOW GROUND; WHENCE THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 12, AS MONUMENTED BY A FOUND NO. 6 REBAR WITH NO CAP, 0.5 FEET BELOW GROUND, BEARS NORTH 89°50'08" WEST, A DISTANCE OF 1,332.86 FEET, ALSO BEING THE BASIS OF BEARINGS 1;

THENCE SOUTH 47°29'31" WEST, A DISTANCE OF 81.14 FEET, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 1, AS SHOWN ON SAID ERIE VILLAGE, SECOND FILING FINAL PLAT AND THE **POINT OF BEGINNING 1**;

THENCE OVER AND ACROSS SAID PARCEL "A", OUTLOT "B" AND PARCEL "B" THE FOLLOWING TEN (10) COURSES:

1. SOUTH 00°11'44" WEST, ALONG SAID WESTERN RIGHT-OF-WAY LINE, BEING COINCIDENT WITH THE EASTERN LINE OF SAID PARCEL "A", A DISTANCE OF 15.37 FEET;
2. THENCE DEPARTING SAID EASTERN LINE OF SAID PARCEL "A", NORTH 89°50'08" WEST, 30.72 FEET SOUTH OF AND PARALLEL TO THE NORTHERN LINE OF SAID PARCEL "A", A DISTANCE OF 12.00 FEET;
3. THENCE NORTH 00°11'44" EAST, 12.00 FEET WEST OF AND PARALLEL TO THE EASTERN LINE OF SAID PARCEL "A", A DISTANCE OF 6.09 FEET;
4. THENCE NORTH 45°00'58" WEST, 15 FEET SOUTHWEST OF AND PARALLEL TO THE NORTHEASTERN LINE OF SAID PARCEL "A", A DISTANCE OF 13.17 FEET;
5. THENCE NORTH 89°50'08" WEST, 15 FEET SOUTH OF AND PARALLEL TO THE NORTHERN LINE OF SAID PARCEL "A", A DISTANCE OF 127.00 FEET;
6. THENCE NORTH 00°09'52" EAST, PERPENDICULAR TO THE NORTHERN LINE OF SAID PARCEL "A", A DISTANCE OF 5.00 FEET;
7. THENCE NORTH 89°50'08" WEST, 10.00 FEET SOUTH OF AND PARALLEL TO THE NORTHERN LINES OF SAID PARCEL "A", OUTLOT "B" AND PARCEL "B", A DISTANCE OF 477.15 FEET;
8. THENCE SOUTH 66°17'27" WEST, A DISTANCE OF 61.77 FEET;
9. THENCE NORTH 89°50'08" WEST, 35.00 FEET SOUTH OF AND PARALLEL TO THE NORTHERN LINES OF SAID PARCEL "A", OUTLOT "B" AND PARCEL "B" A DISTANCE OF 320.04 FEET;
10. THENCE NORTH 00°09'52" EAST, PERPENDICULAR TO SAID NORTHERN LINES, A DISTANCE OF 35.00 FEET, TO A POINT ON THE NORTHERN LINE OF SAID PARCEL "B", BEING COINCIDENT WITH THE SOUTHERN RIGHT OF WAY LINE OF KENOSHA ROAD, FROM WHICH THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 12 BEARS NORTH 81°26'49" WEST, A DISTANCE OF 274.18 FEET;
11. THENCE SOUTH 89°50'08" EAST, ALONG SAID PARCEL B AND BEING COINCIDENT WITH SAID SOUTHERN RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET;
12. THENCE SOUTH 00°09'52" WEST, DEPARTING SAID NORTHERN LINE OF PARCEL B, A DISTANCE OF 25.00 FEET;
13. THENCE SOUTH 89°50'08" EAST, 25.00 FEET SOUTH OF AND PARALLEL TO THE NORTHERN LINES OF SAID PARCEL "A", OUTLOT "B" AND PARCEL "B", A DISTANCE OF 304.39 FEET;

PROJ. NO. 25.03787
 PREPARED BY: SHAUN LEE
 DATE PREPARED: 04/17/2026
 FOR AND ON BEHALF OF ULTEIG ENGINEERS, INC.
 5575 DTC PARKWAY, GREENWOOD VILLAGE, CO 80111
 25.03787_202508024_TOWN OF ERIE_EASEMENT.docx



14. THENCE NORTH 00°09'50" EAST, PERPENDICULAR TO SAID NORTHERN LINE, A DISTANCE OF 25.00 FEET, TO A POINT ON THE NORTHERN LINE OF SAID PARCEL "A" BEING COINCIDENT WITH THE SOUTHERN RIGHT OF WAY LINE OF KENOSHA ROAD;
15. THENCE SOUTH 89°50'08 EAST, ALONG SAID NORTHERN LINES AND BEING COINCIDENT WITH SAID SOUTHERN RIGHT-OF-WAY LINE OF KENOSHA ROAD, A DISTANCE OF 672.47 FEET;
16. THENCE SOUTH 45°00'58" EAST, BEING COINCIDENT WITH THE NORTHEASTERN LINE OF SAID PARCEL "A", A DISTANCE OF 21.28 FEET, MORE OR LESS TO THE **POINT OF BEGINNING 1**.

CONTAINING 0.275 ACRES (11,973 SQUARE FEET) OF LAND, MORE OR LESS.

TOGETHER WITH PERMANENT EASEMENT 2

A TEN (10) FOOT WIDE STRIP, BEING FIVE (5) FEET, AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE;

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 12, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "1995 PLS 22579" 1.1 FEET BELOW GROUND; WHENCE THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 12, AS MONUMENTED BY A FOUND 2 INCH ALUMINUM CAP MARKED "1995 PLS 22579", 0.7 FEET BELOW GROUND, BEARS NORTH 00°11'43" WEST, A DISTANCE OF 1,308.70 FEET, ALSO BEING THE BASIS OF BEARINGS 2;

THENCE SOUTH 09°41'25" WEST, A DISTANCE OF 373.09' TO THE CENTERLINE OF SAID TEN (10) FOOT WIDE STRIP AND THE **POINT OF BEGINNING 2**;

THENCE OVER AND ACROSS SAID "PARCEL A" AND "OUTLOT B" THE FOLLOWING ONE (1) COURSE:

1. SOUTH 00°20'34" EAST, 5.00 FEET EAST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 1, A DISTANCE OF 529.29 FEET MORE OR LESS TO THE **POINT OF TERMINUS 2**, FROM WHICH THE SAID NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 12 BEARS NORTH 01°25'58" EAST, A DISTANCE OF 2,206.43 FEET, MORE OR LESS.

THE TOTAL LENGTH OF THE ABOVE-DESCRIBED EASEMENT CENTER LINE IS 529.29 FEET, CONTAINING 0.122 ACRES (5293 SQUARE FEET) OF LAND, MORE OR LESS.

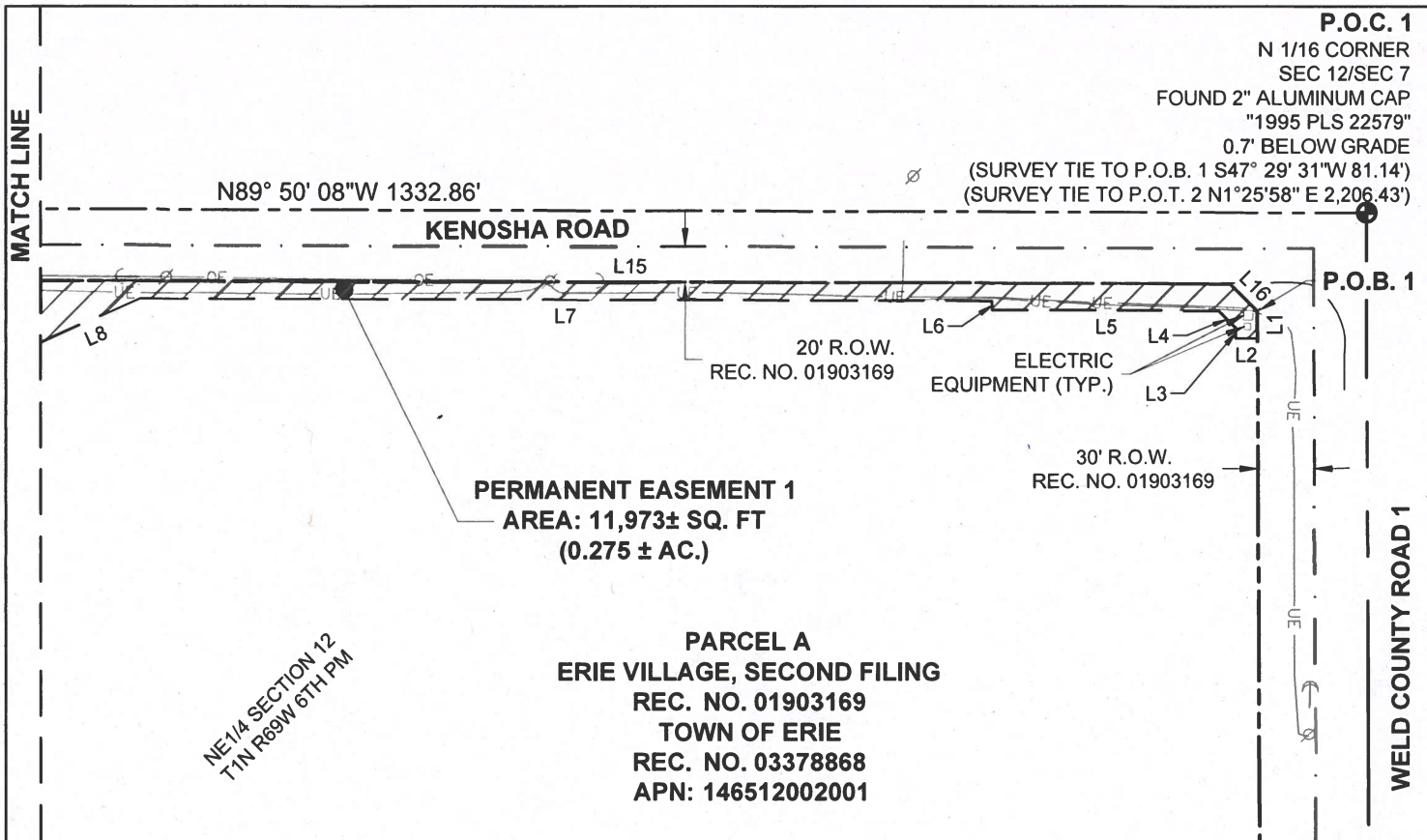
THE SIDELINES OF PERMANENT EASEMENT 2 ARE SHORTENED OR LENGTHENED TO MEET AT ANGLE POINTS PERPENDICULAR TO SAID CENTERLINE.

NOTES:

1. SEE THE ATTACHED EXHIBIT "A" ILLUSTRATION BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ULTEIG ENGINEERS, INC. (ULTEIG) HAS NOT RESEARCHED OR DEPICTED ANY OTHER EASEMENTS, RIGHT-OF-WAYS, VARIANCES, AND/OR AGREEMENTS OF RECORD EXCEPT AS DEPICTED ON THE ATTACHED EXHIBIT "A" ILLUSTRATION.
3. BEARINGS DEPICTED HEREIN ARE BASED ON GPS OBSERVATIONS VIA THE N.G.S. ONLINE POSITIONING USER SERVICE (OPUS), OR THE TRIMBLE CENTERPOINT RTX POST-PROCESSING SERVICE, AND PROJECTED TO THE "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
4. DISTANCES DEPICTED HEREIN ARE IN US SURVEY FEET GROUND.

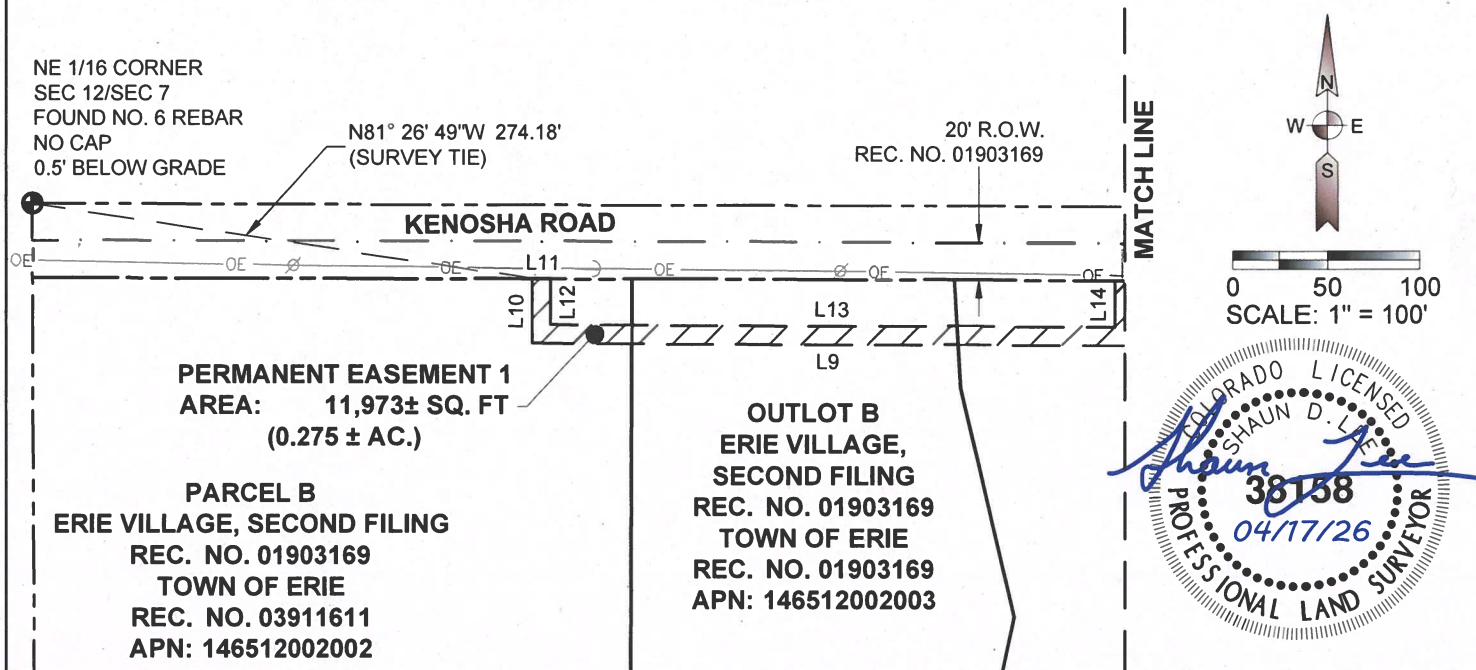
PROJ. NO. 25.03787
 PREPARED BY: SHAUN LEE
 DATE PREPARED: 04/17/2026
 FOR AND ON BEHALF OF ULTEIG ENGINEERS, INC.
 5575 DTC PARKWAY, GREENWOOD VILLAGE, CO 80111
 25.03787_202508024_TOWN OF ERIE_EASEMENT.docx





NOTE: SEE SHEET 6 FOR LEGEND, NOTES AND LINE TABLE.

PERMANENT EASEMENT 1 TOTAL AREA=0.275 ACRES (11,973 SQ. FT.)

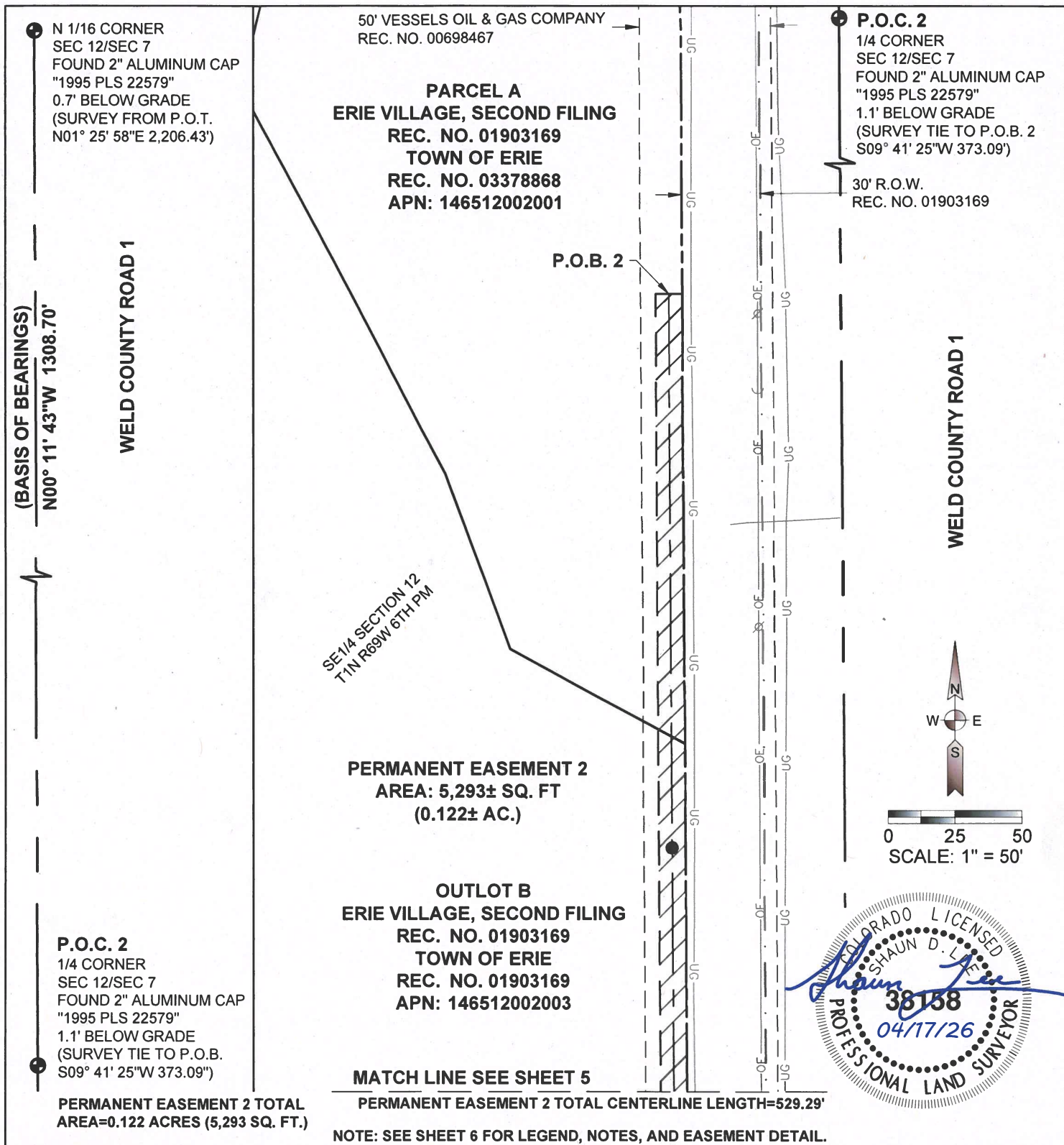


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Phone: 720.873.5700 Fax: 888.858.3440
Web: www.ulteig.com



UNITED POWER, INC.
EXHIBIT "A" ILLUSTRATION
SECTION 12
T1N, R69W, 6TH P.M.
BOULDER COUNTY, CO

Project Number: 25.03787
Date: 02/05/2026
Drawn By: JSS/CRP/NRB
Reviewed By: JSS
Approved By: SDL
Work Order: 202508024
Revision: 1 - 4/16/2026
Sheet: 3 of 6



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UNITED POWER, INC.
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 Work Order: 202508024
 Revision: 1 - 4/16/2026
 Sheet: 4 of 6

MATCH LINE SEE SHEET 4

PERMANENT EASEMENT 2
AREA: 5,293± SQ. FT
(0.122± AC.)

OUTLOT B
ERIE VILLAGE, SECOND FILING
REC. NO. 01903169
TOWN OF ERIE
REC. NO. 01903169
APN: 146512002003

SE1/4 SECTION 12
T1N R69W 6TH PM

WELD COUNTY ROAD 1

ERIE VILLAGE, FIRST FILING
REPLAT A
CORRECTED PLAT
REC. NO. 01864087

BLOCK 4
LOT 1

FOUND NO. 5 REBAR
ILLEGIBLE PLASTIC CAP
AT GRADE

S68° 05' 35"W 78.12' (M)

FOUND 1.25" OPC
"LS XX576"
AT GRADE

S33° 45' 19"E 100.56'

BLOCK 4
LOT 3

N60° 53' 51"E 44.30'

BLOCK C
LOT 1

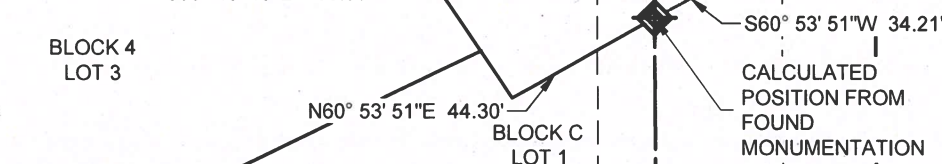
P.O.T. 2

30' R.O.W.
REC. NO. 01903169

50' VESSELS OIL & GAS COMPANY
REC. NO. 00698467



0 25 50
SCALE: 1" = 50'



PERMANENT EASEMENT 2 TOTAL
AREA=0.122 ACRES (5,293 SQ. FT.)

PERMANENT EASEMENT 2 TOTAL CENTERLINE LENGTH = 529.29'

NOTE: SEE SHEET 6 FOR LEGEND, NOTES, AND
EASEMENT DETAIL.













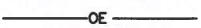
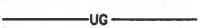


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UNITED POWER, INC.
EXHIBIT "A" ILLUSTRATION
SECTION 12
T1N, R69W, 6TH P.M.
BOULDER COUNTY, CO

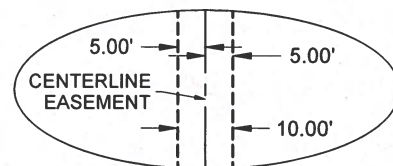
Project Number: 25.03787
Date: 02/06/2026
Drawn By: JSS/CRP/NRB
Reviewed By: JSS
Approved By: SDL
Work Order: 202508024
Revision: 1 - 4/16/2026
Sheet: 5 of 6

LEGEND

-  FOUND SECTION CORNER (AS NOTED)
-  FOUND MONUMENT (AS NOTED)
-  CALCULATED MONUMENT
-  SECTION LINE
-  PERMANENT EASEMENT
-  EXISTING EASEMENT
-  PROPERTY LINE
-  RIGHT-OF-WAY LINE
-  HISTORIC RIGHT-OF-WAY LINE
-  UNDERGROUND ELECTRIC LINE
-  OVERHEAD ELECTRIC LINE
-  UNDERGROUND GAS
-  POWER POLE
-  GUY ANCHOR
- P.O.C.** POINT OF COMMENCEMENT
- P.O.B.** POINT OF BEGINNING
- P.O.T.** POINT OF TERMINUS
- (R)** RECORDED
- (M)** MEASURED
- (C)** CALCULATED

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | S00°11'44"E | 15.37' |
| L2 | N89°50'08"W | 12.00' |
| L3 | N00°11'44"W | 6.09' |
| L4 | N45°00'58"W | 13.17' |
| L5 | N89°50'08"W | 127.00' |
| L6 | N00°09'52"E | 5.00' |
| L7 | N89°50'08"W | 477.15' |
| L8 | S66°17'27"W | 61.77' |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L9 | N89°50'08"W | 320.04' |
| L10 | N00°09'52"E | 35.00' |
| L11 | S89°50'08"E | 10.00' |
| L12 | S00°09'52"W | 25.00' |
| L13 | S89°50'08"E | 304.39' |
| L14 | N00°09'50"E | 25.00' |
| L15 | S89°50'08"E | 672.47' |
| L16 | S45°00'58"E | 21.28' |



**TYPICAL EASEMENT DETAIL
N.T.S.**

TOTAL EASEMENT AREA = 0.396 ACRES (17,266 SQ. FT.)

TOTAL CENTERLINE LENGTH = 529.29'

SURVEY NOTES:

- SEE THE ATTACHED EXHIBIT "A" BY WHICH THIS REFERENCE IS MADE PART HEREOF.
- THIS EXHIBIT WAS PREPARED BY SHAUN D. LEE, PLS 38158, FOR AND ON BEHALF OF ULTEIG ENGINEERS, INC. (ULTEIG), WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ULTEIG HAS NOT RESEARCHED OR DEPICTED ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES, AND/OR AGREEMENTS OF RECORD EXCEPT, AS DEPICTED HEREIN.
- THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. EXCEPT FOR THE EASEMENT/RIGHT-OF-WAY DEPICTED HEREIN, IT IS NOT A MONUMENTED SURVEY OR TO BE RELIED UPON FOR THE DIVISION OF LAND, ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- BEARINGS DEPICTED HEREIN ARE BASED ON GPS OBSERVATIONS VIA THE N.G.S. ONLINE POSITIONING USER SERVICE (OPUS), OR THE TRIMBLE CENTERPOINT RTX POST-PROCESSING SERVICE, AND PROJECTED TO THE "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
- THE BASIS OF BEARINGS FOR THE **PERMANENT EASEMENTS** IS THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 69 WEST, OF THE 6TH P.M. SAID LINE BEING MONUMENTED ON THE SOUTH BY THE EAST ONE-QUARTER CORNER OF SAID SECTION 12, BEING A FOUND 2 INCH ALUMINUM CAP MARKED "1995 PLS 22579" AND ON THE NORTH BY THE NORTH ONE-SIXTEENTH CORNER COMMON TO SAID SECTION 12 AND SECTION 7, TOWNSHIP 1 NORTH, RANGE 68 WEST, OF THE 6TH P.M., BEING A FOUND 2 INCH ALUMINUM CAP MARKED 1995 PLS 22579" AND BEARS NORTH 00°11'43" WEST.
- DISTANCES DEPICTED HEREIN ARE IN US SURVEY FEET GROUND.
- LOCATIONS OF UNDERGROUND UTILITIES DEPICTED HEREIN WERE DETERMINED FROM VISIBLE SURFACE EVIDENCE INCLUDING PAINT MARKINGS AND FLAGS PLACED BY OTHERS. THESE LOCATIONS, IF DEPICTED, MAY NOT BE ACCURATE OR COMPLETE. OTHER UNDERGROUND UTILITIES MAY EXIST AND ARE TO BE FIELD LOCATED BY OTHERS PRIOR TO CONSTRUCTION.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION DEPICTED HEREIN.



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UNITED POWER, INC.
EXHIBIT "A" ILLUSTRATION
SECTION 12
T1N, R69W, 6TH P.M.
BOULDER COUNTY, CO

Project Number: 25.03787
 Date: 02/06/2026
 Drawn By: JSS/CRP/NRB
 Reviewed By: JSS
 Approved By: SDL
 Work Order: 202508024
 Revision: 1 - 4/16/2026
 Sheet: 6 of 6



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-325, **Version:** 1

SUBJECT:

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

DEPARTMENT: Utilities

PRESENTER(S): Todd Fessenden, Utilities Director

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

| | |
|-----------------------------|--------------------------|
| Cost as Recommended: | \$21,000 (revenue) |
| Balance Available: | N/A |
| Fund | Airport Fund |
| Line Item Number: | 530-00-000-481000-000000 |
| New Appropriation Required: | No |

POLICY ISSUES:

The current lease agreement with Vector Air to operate the airport expires on June 30, 2026. In keeping with the Purchasing Policy, the Town must have a valid contract with any contractor. This is an amendment to the existing lease agreement to extend it through Dec. 31, 2026.

STAFF RECOMMENDATION:

Approve the Resolution

SUMMARY/KEY POINTS

- Current lease expires on Jun 30, 2026
- This extension will allow continued negotiations

BACKGROUND OF SUBJECT MATTER:

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

is still in negotiations with Vector Air for the FBO Agreement.

Staff engaged Business Aviation Group (BA) and sub-consultant Airside FBO to assist in developing lease rates and property values. Staff also engaged legal counsel Kaplan Kirsch LLP (KK) to work with Town staff and BA to draft an FBO Agreement, as well as provide specialized aviation legal support. Staff sent the draft FBO Agreement to Vector Air on Aug. 23, and in recent discussions, Vector has requested reasonable changes for which staff asked them to provide additional support documentation. Staff believe such changes warrant additional discussion with Council.

This amendment allows Vector Air to operate the FBO and occupy the building through December 2026 as we work through final negotiations for a new contract, and allows the Town to continue receiving \$3,500 per month in rent.

Staff requests this amendment to allow time to complete negotiations, obtain guidance from Council and ultimately bring a final draft forward for Council consideration.

ATTACHMENT(S):

1. Resolution 25-178
2. Eighth Amendment

**Town of Erie
Resolution No. 26-096**

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

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

Whereas, on March 26, 2024, June 25, 2024, September 24, 2024, December 10, 2024, March 11, 2025, and June 10, 2025, the parties amended the Lease Agreement, and wish to amend the Agreement again.

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

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

Adopted this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Eighth Amendment to Lease Agreement

This Eighth Amendment to Lease Agreement (the "Amendment") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of P.O. Box 750, Erie, CO 80516 (the "Town"), and Vector Air Management, LLC, a Colorado limited liability company with a principal place of business at 395 Airport Drive, Erie, CO 80516 ("Lessee") (each a "Party" and collectively the "Parties").

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

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

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

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

Whereas, on September 24, 2024, the Parties amended the Lease Agreement to extend the term (the "Third Amendment");

Whereas, on December 10, 2024, the Parties amended the Lease Agreement to extend the term (the "Fourth Amendment");

Whereas, on March 11, 2025, the Parties amended the Lease Agreement to extend the term (the "Fifth Amendment");

Whereas, on June 10, 2025, the Parties amended the Lease Agreement to extend the term (the "Sixth Amendment"); and

Whereas, on November 4, 2025, the Parties amended the Lease Agreement to extend the term (the "Seventh Amendment"); and

Whereas, the Parties wish to amend the Lease Agreement again to extend the term and modify the sublease terms.

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

1. The term of the Lease Agreement shall be extended through December 31, 2026.
2. Section 9.f., entitled "*Assignment and Subletting*," is deleted in its entirety and replaced with the following:

"f. *Assignment and Subletting.* Lessee shall not assign this Agreement or sublet any portion of the Property without the prior written consent of the Public Works Director for the Town. Any such assignment or subletting without the Public Works Director's consent shall be void."

3. All other provisions of the Lease Agreement shall remain in full force and effect as written.

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

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Lessee

VECTOR AIR MANAGEMENT, LLC

DocuSigned by:
Jason Hurd
0B9FF46A3D3648F...

Jason Hurd, Owner



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-336, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving the Amended 2026 Council Work Plan

DEPARTMENT: Town Manager's Office
Communications & Community Engagement

PRESENTER(S): Meredyth Muth, Acting Town Manager
Gabi Rae, Director of Communications & Community Engagement

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

FISCAL SUMMARY:
N/A

POLICY ISSUES:
Approval of an annual Work Plan is a policy decision of the Town Council.

STAFF RECOMMENDATION:
Approve the revised 2026 Work Plan

SUMMARY/KEY POINTS
With the changes and reduction in size of the Town Management team, and additional unanticipated vacancies earlier this year, as well as intensifying drought conditions, staff informed the Council that it is necessary to reduce the items on the Work Plan this year. Staff now present a revised, pared down Plan for consideration. The Plan removes items staff cannot complete this year and adds new pressing matters that are taking significant staff time.

The Council reviewed, discussed, and edited this Plan at their May 5 study session.

An [interactive version of the Plan is available for review](https://view.genially.com/69d80b41a635c608928a11b3) [<https://view.genially.com/69d80b41a635c608928a11b3>](https://view.genially.com/69d80b41a635c608928a11b3) and a static, PDF version is attached. Once approved, the Work Plan will be [posted on the Town website here](https://www.erieco.gov/WorkPlan) [<https://www.erieco.gov/WorkPlan>](https://www.erieco.gov/WorkPlan).

File #: 2026-336, **Version:** 1

ATTACHMENT(S):

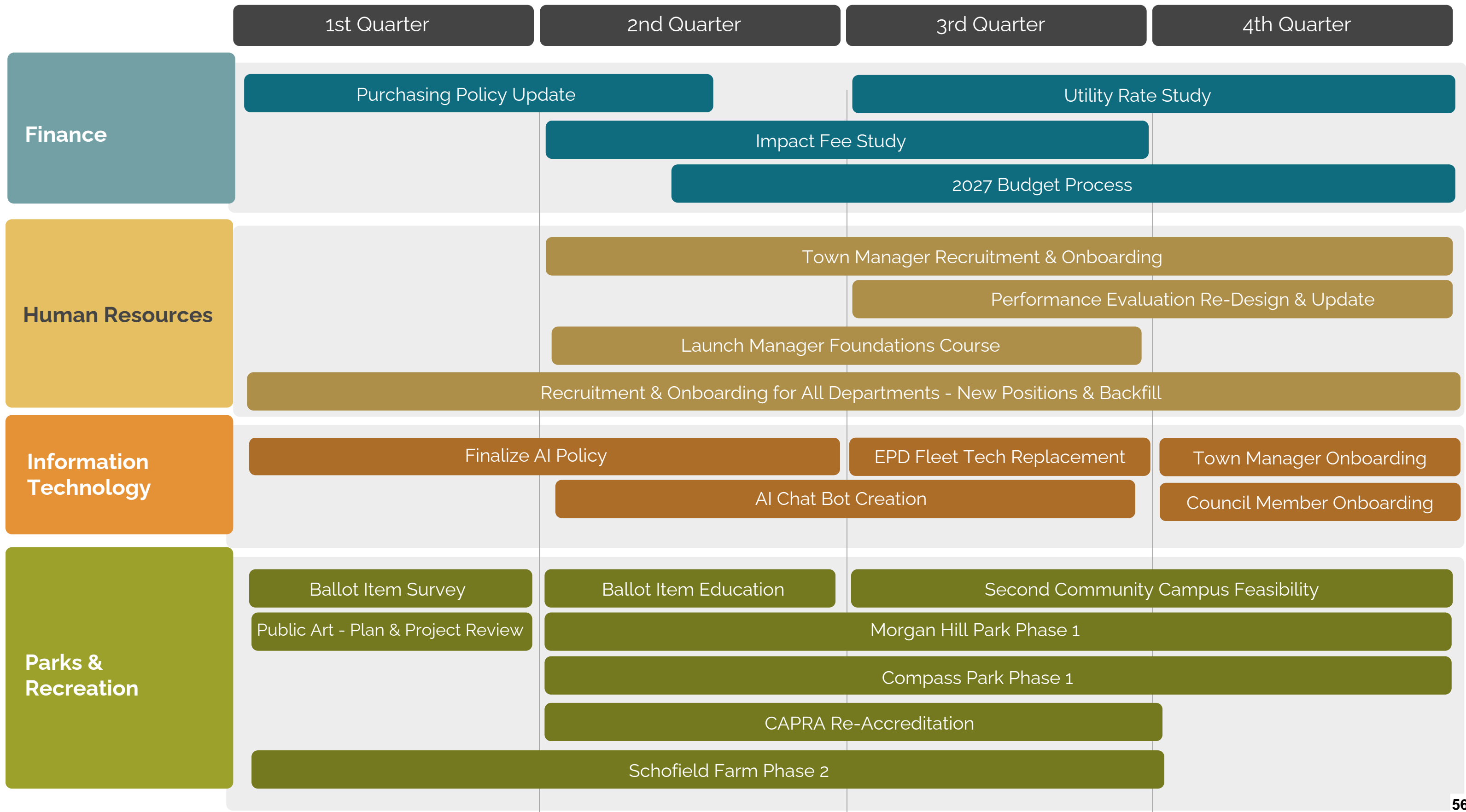
1. Amended 2026 Work Plan
2. Resolution

2026 Work Plan



| | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|---|--|--|--------------------------|--|
| Administration & Town Manager's Office | | Rules of Procedure/ Code of Conduct Update | Support 2026 Election | Town Manager Onboarding Council Member Onboarding |
| | Work Plan Review & Approval | | | |
| | Review & Approve ADA Plan | | Update Lafayette IGA | |
| | | | | |
| Communications & Community Engagement | Ballot Item Surveying | Drought Messaging Ballot Item Education | Town Manager Recruitment | Council Member Onboarding Logo & Branding Updates |
| | Marketing and engagement for all other Town projects led by other departments. | | | |
| | | | | |
| Economic Development | Town Center Development | | | |
| | | Airport Fee Update & New Hangars | | |
| | Old Town Development Management | | | |
| | Makerspace Lease Agreement | | | |
| Environmental Services | Landfill Task Force Recommendation Implementation | | | |
| | Approve Resilience Action Plan | | | |
| | | Drought Plan/Code Updates & Possible Water Restriction Enforcement | | |

2026 Work Plan, cont.



2026 Work Plan, cont.

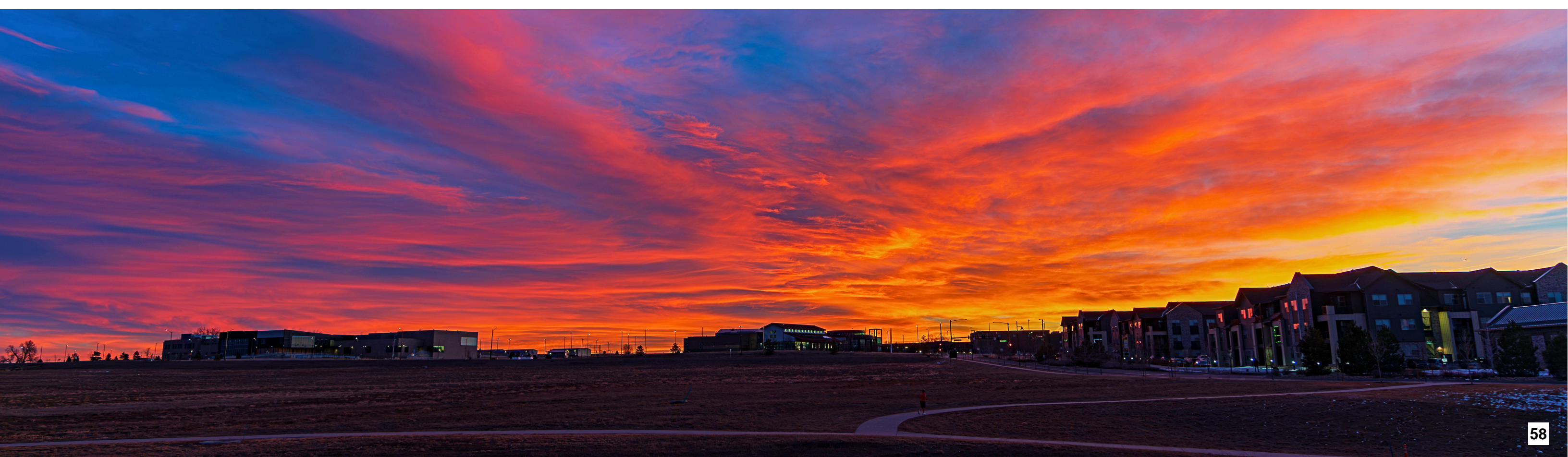


| | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|---|---|--|-------------------------------|-------------|
| Planning & Development | Sprinkler Ordinance Update | | Comprehensive Plan Amendments | |
| | Growth Management Planning | | | |
| | | Old Town Area Visioning | Short-Term Rental Regulations | |
| | | Town Center PD Update | | |
| | | Unified Development Code Update | | |
| | | ADU Incentive Program | | |
| | Police Department | Police Department Facility Expansion | | |
| Following Police Strategic Plan for Goals of Safety, Engagement, and Efficiency | | | | |
| Public Works | Police Department Facility Expansion | | | |
| | ECC Expansion Design Review | Launch Erie Bee Service | | |
| | | Airport Fee Update | | |
| | | 111th & Arapahoe Intersection Widening & Drainage Update | | |
| | Solar Projects at Water Facilities | | Street Renaming | |
| | | Coal Creek Improvements - Reach 2 & 4 | | |
| | County Line Road Improvements - Next Phases | | | |
| | | LAWSC Space Analysis & Interim Solution Implementation | | |

2026 Work Plan, cont.



| | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|-----------|--|--|-------------|-------------|
| Utilities | | Drought Plan/Code Updates & Possible Water Restriction Enforcement | | |
| | Solar Projects at Water Facilities | | | |
| | | Growth Management Planning | | |
| | Navigating Long-Term Water Supply Planning - Windy Gap, NISP, etc. | | | |



**Town of Erie
Resolution No. 26-100**

**A Resolution of the Town Council of the Town of Erie Approving the
Amended 2026 Council Work Plan**

Whereas, the Town Council believes that the development of a plan to prioritize both long and short-term goals and objectives is vital to planning for the future of the Town; and

Whereas, the Town Council has prioritized its goals and objectives for regular meetings and work sessions through a strategic process involving input and collaboration from the Town Manager and the Town department directors; and

Whereas, the establishment of these priorities provides the framework for the development of regular meetings and work sessions to give Town Council and staff guidance for future agendas; and

Whereas, the Council Work Plan is hereby amended to reflect unanticipated issues that arose, to adjust priorities as Council deemed appropriate, and to reflect the actual amount of time needed for appropriate consideration of all issues.

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

Section 1. The 2026 Amended Council Work Plan is hereby adopted.

Adopted this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-339, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement Task Order with Kimley-Horn and Associates, Inc. for Design Services at Compass Park

DEPARTMENT: Parks & Recreation

PRESENTER(S): Luke Bolinger, Director of Parks & Recreation
Kathy Kron, Development & Neighborhood Services Division Manager

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

| | |
|-----------------------------|-------------------------------|
| Cost as Recommended: | \$62,537.50 |
| Balance Available: | \$2,850,500 |
| Fund | Parks Improvement Impact Fund |
| Line Item Number: | 320-50-110-605000-100292 |
| New Appropriation Required: | No |

POLICY ISSUES:

The Town of Erie’s Purchasing Policy provides guidelines for design, construction, and consultant contract contingencies. This amendment adds the recommended contingency to the contract.

STAFF RECOMMENDATION:

Approve the resolution.

SUMMARY/KEY POINTS

- This item requires Council approval due to the overall cost of the contract and the amendment.
- Kimley-Horn was originally contracted to develop construction drawings for Phase 1 of Compass Neighborhood Park. This is an amendment to the original contract.
- The contingency amendment will allow minor additions to be made to the contract in a timely manner and keep the project progressing on schedule.

BACKGROUND OF SUBJECT MATTER:

The Town of Erie entered into a contract with Kimley-Horn & Associates in January of 2026 to develop construction drawings for phase 1 of Compass Neighborhood Park.

Minor additional expenses may occur through the course of the design services contract. This contingency amendment will allow change orders for additional services to be executed in a timely manner and keep the project progressing on schedule.

The fire flow testing, which is needed to determine water pressure for service to the park, is an example of an additional service identified after the original contract was executed. This additional service is included in the amendment and will come out of the contingency amount.

ATTACHMENT(S):

1. Resolution
2. Amendment
3. Original Task Order

**Town of Erie
Resolution No. 26-101**

**A Resolution of the Town Council of the Town of Erie Approving a
First Amendment to Professional Services Agreement Task Order
with Kimley-Horn and Associates, Inc. for Design Services at
Compass Park**

Whereas, Whereas, on September 29, 2025, the Parties entered into an Agreement for Professional Services; and

Whereas, on January 27, 2026, the Parties entered into a Professional Services Agreement Task Order ("the Agreement") to provide services for the Compass Neighborhood Park on an on-call basis.

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

Section 1. The First Amendment to Professional Services Agreement Task Order with Kimley-Horn and Associates, Inc. is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**First Amendment to Professional Services Agreement Task Order with
Kimley-Horn and Associates, Inc., for Design Services
(Compass Park)**

This Amendment to Agreement for Professional Services (the "Amendment") 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 Kimley-Horn and Associates, Inc., an independent contractor with a principal place of business at 11800 Ridge Parkway, Suite 200, Broomfield, CO, 80021 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on September 29, 2025, the Parties entered into an Agreement for Professional Services; and

Whereas, on January 27, 2026, the Parties entered into a Professional Services Agreement Task Order ("the Agreement") to provide services for the Compass Neighborhood Park on an on-call basis; and

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

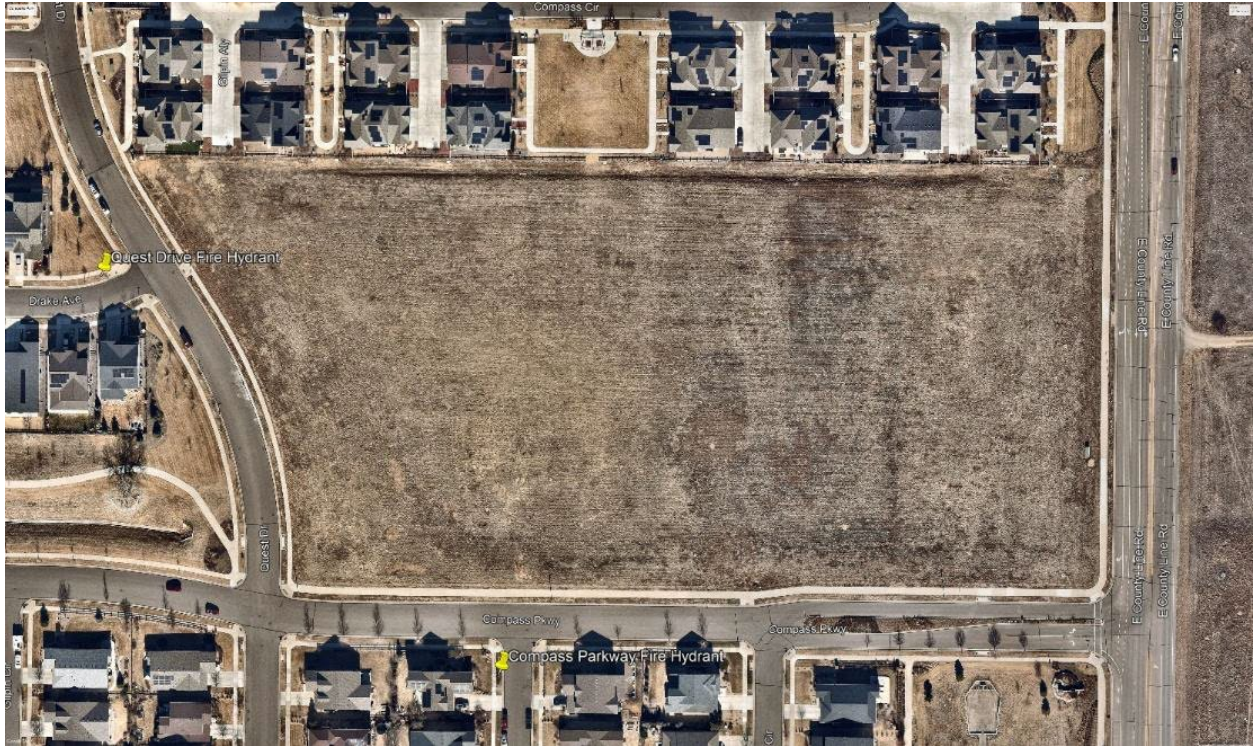
Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

Revised Task 2a – Civil Construction Documents

This task consists of efforts to coordinate with a local fire flow testing subconsultant, Integrity Fire Safety Services Holdings, LLC, to provide fire flow tests on two (2) fire hydrants located near Quest Drive and Compass Parkway as outlined in **Figure 1** below.

Figure 1: Compass Parkway & Quest Drive Fire Hydrant Locations



| Task | Description | Fee | Type |
|-----------------|------------------------------|------------|-------------|
| Revised Task 2a | Civil Construction Documents | \$2,000 | Lump Sum |

Compensation

The agreement shall be amended to add a 12.5 percent contingency, \$62,437.50, to the Project for a new not to exceed amount of \$561,937.50. The contingency amount includes the addition of a fire flow test in the amount of \$2,000, as may be authorized by the Town. The fire flow test does not increase the total not-to-exceed compensation.

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

Signed by:
Anthony Pratt

446D212EC4EB475

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2026, by _____ as
_____ of Kimley-Horn and Associates, Inc.

My commission expires:

(Seal)

Notary Public

Certificate Of Completion

Envelope Id: 45EB3033-DADE-8F57-8282-C468DE6220BE
 Subject: Complete with Docusign: First Amendment - Kimley Horn (Compass Park).pdf
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed
 Envelope Originator:
 P&R Business Business Services
 645 Holbrook Street
 P.O. Box 750
 Erie, CO 80516
 prbs@erieco.gov
 IP Address: 73.153.2.210

Record Tracking

Status: Original
 5/16/2026 7:32:31 AM
 Holder: P&R Business Business Services
 prbs@erieco.gov
 Location: DocuSign

Signer Events

Anthony Pratt
 Anthony.Pratt@kimley-horn.com
 Associate
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 446D212FC4EB475...
 Signature Adoption: Pre-selected Style
 Using IP Address: 137.83.223.169

Timestamp

Sent: 5/16/2026 7:33:59 AM
 Viewed: 5/21/2026 9:19:10 AM
 Signed: 5/21/2026 9:19:16 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/21/2026 9:19:10 AM
 ID: 64b8c634-9039-4fe8-80ad-c873d0e89ee4

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kathy Kron
 kkron@erieco.gov
 Senior Parks Planner
 Town of Erie
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 5/21/2026 9:19:17 AM
 Viewed: 5/21/2026 11:15:23 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 5/16/2026 7:33:59 AM |
| Certified Delivered | Security Checked | 5/21/2026 9:19:10 AM |
| Signing Complete | Security Checked | 5/21/2026 9:19:16 AM |

| Envelope Summary Events | Status | Timestamps |
|---|------------------|----------------------|
| Completed | Security Checked | 5/21/2026 9:19:17 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Town of Erie:

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

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

To advise Town of Erie of your new email address

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

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

To request paper copies from Town of Erie

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

To withdraw your consent with Town of Erie

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



Parks and Recreation Department

Date: January 27, 2026

To: Kimley-Horn and Associates, Inc. ("Contractor")

Contractor and the Town of Erie (the "Town") entered into an Agreement for Professional Services dated September 29, 2025 (the "Agreement"), in which Contractor agreed provide services to the Town on an on-call basis. This Task Order authorizes Contractor to perform the services described below in accordance with the terms and conditions of the Agreement.

Scope of Work

Contractor shall perform the tasks and produce the deliverables as outlined in the Individual Project Order Number 1 for Compass Park, submitted by Contractor on January 7, 2026, attached hereto and incorporated herein as Exhibit A.

Compensation

For the satisfactory completion of the Scope of Work outlined above in compliance with the Agreement, the Town shall pay Contractor an amount not to exceed: \$499,500.00

The Town's Project Manager is: Kathy Kron, DNS Division Manager

Email: kkron@erieco.gov

Phone Number: 303.926.2888

The Town and Contractor agree to be bound by this Task Order, subject to all terms and conditions of the Agreement.

Town

Signature

Andrew J. Moore, Mayor
Printed Name

1/27/2026
Date

Contractor

Signed by:

446D212FC4EB475...
Signature

Anthony Pratt, Associate
Printed Name

Date

EXHIBIT A

INDIVIDUAL PROJECT ORDER NUMBER 1

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the Town of Erie (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated September 29th, 2025, which is incorporated herein by reference.

Identification of Project:

Project Name: Compass Park Phase 1 Construction Documents
KH Project Manager: Emily Shaughnessy
Project Number: IPO 1

Specific Scope of Services:

As part of the Landscape Architectural and Civil Construction Documents tasks, Kimley-Horn will determine which park amenities from the Compass Park Design Document package will be included within Phase 1 of the Construction Documents based on budget restrictions. This process will be in collaboration with Town Staff and said selections will be reflected in the deliverables in the tasks below.

Task 1 – Landscape Architectural Construction Documents

With the approved Compass Park Design Document package, Kimley-Horn will develop the Phase 1 Construction Documents package and prepare the following landscape architectural documents as described below.

Kimley-Horn will, in collaboration with Town staff, redesign the tennis court, basketball court, playground, and central gathering space areas with the removal of the pickleball courts. Changes are limited to the areas listed above, and changes outside of those identified above will be considered an Additional Service.

Task 1a – Landscape Plans

- **Planting Plan, Details and Specifications:** Kimley-Horn will prepare a Phase 1 Planting Plan consisting of a detailed layout of proposed plantings based on the approved Design Document package with a plant list identifying species, quantities, sizes, locations, spacing, details and specifications (on the plans) for implementation.

Task 1b – Hardscape Plans

- **Hardscape Plan, Details and Specifications:** Kimley-Horn will prepare a Phase 1 Hardscape Plan consisting of material layout, details, cut sheets, and specifications (on the plans) for the specialized hardscape areas, site furnishings, and selected components for Phase 1 based on the approved Design Document package, limited to:
 - Concrete trails;
 - Playground equipment and surfacing;
 - Up to two (2) shade structures and site furnishings;
 - Up to one (1) Baseball diamond backstop and fencing, Traditional or Challenger;

Task 1c – Irrigation Plans

- **Irrigation Plan, Details, and Specifications:** Kimley-Horn will review available water pressure information and prepare a Phase 1 Irrigation Plan indicating irrigation connection, backflow, head layout, mainline and lateral line layout, sleeve locations, valve sizes and location, controller type and location, and product details and specifications (on the plans).

In addition to the plan sheets provided, the following reports will be provided with each submittal:

- Written Specifications for Phase 1

Kimley-Horn will provide the Construction Documents to the Town, up to three (3) submittals, providing two (2) rounds of revisions per Town comments. Revisions beyond those identified above will be provided as an Additional Service.

Task 2 – Civil Construction Documents

With the approved Compass Park Design Document package, Kimley-Horn will develop the Construction Documents for the Site and Phase 1 Construction Documents package and prepare the following documents as described below.

Kimley-Horn will, in collaboration with Town staff, redesign the pickleball, tennis court, basketball court, playground, and central gathering space areas for the removal of the pickleball courts. Changes are limited to the areas listed above, and changes outside of those identified above will be considered an Additional Service.

Task 2a – Civil Construction Documents

- Cover Sheet
 - Up to one (1) plan sheet is anticipated.
 - This plan sheet will consist of basic project information, required Town signature blocks, and a sheet index.
- General Notes
 - Up to two (2) plan sheets are anticipated.
 - These plan sheets will consist of general, Town, and site-specific engineering notes
- Existing Conditions and Demolition Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - These plan sheets will show the existing site and identify site features within the proposed property limits. This plan will also show the existing improvements within the project area to be demolished or protected in place.
- Horizontal Control and Paving Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - These plan sheets will show site dimensions to be used for construction and identify site features within the proposed property boundary. Proposed pavement sections will be identified as recommended by the Geotechnical Engineer.
- Grading Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - These plan sheets will indicate proposed grading of the Site consisting of one-foot contours and select spot elevations. This plan will also consist of the proposed storm sewer system layout and structure elevations for the purpose of stormwater conveyance to the existing drainage system.
- Utility Plan
 - Up to one (1) plan sheet is anticipated.
 - This plan will show the proposed water and sanitary sewer improvements that will serve the proposed improvements.
- Sanitary Sewer Plan and Profile
 - Up to (3) plan sheets are anticipated.
 - Profile views will be provided for sanitary sewer mains and service lines detailing pipe size, material, and slope information.
- Storm Sewer Plan and Profile
 - Up to (4) plan sheets are anticipated.

- Profile views will be provided for storm sewer mains and service lines detailing pipe size, material, and slope information.
- Site Details
 - Up to five (5) plan sheets are anticipated.
 - The Consultant will prepare detail sheets showing site and grading details to assist with site construction. Where available, Town provided details will be utilized and/or incorporated by reference only.

In addition to the plan sheets provided, the following reports will be provided at the 50% Design Development Document package deliverable:

- Phase III Final Drainage Report
 - This report will be in accordance with Criteria set in the Town of Erie Standard and Specifications Section 162.02.04.
 - The Consultant will develop the Final Drainage Report to detail the on-site storm system collecting and conveying the developed on-site runoff consistent with the Compass Filing No. 1 Phase 1 Phase III Final Drainage Report. The Final Drainage Report will consist of the following:
 - Final drainage analysis required for the storm sewer collection system;
 - Stormwater discharge rates;
 - Hydraulic grade line analysis for minor and major storm events per Town criteria;
 - Stormwater pipe sizing;
 - Low Impact Development (LID) design as required by Town criteria;
 - Inlet sizing;
 - Rip-rap sizing, if needed.
- Final Utility Report
 - This report will be in accordance with Criteria set in the Town of Erie Standard and Specifications Section 162.02.04.
 - The Consultant will develop the Final Utility Report and will consist of the following:
 - Potable water Demands per Town standards;
 - Descriptions of the offsite, existing, and proposed potable water systems;
 - Fire demands;
 - Sanitary Sewer Flows per Town standards;
 - Descriptions of the offsite, existing, and proposed sanitary sewer systems.

Kimley-Horn will provide the Construction Documents to the Town, up to three (3) submittals, providing two (2) rounds of revisions per Town comments. Revisions beyond those identified above will be provided as an Additional Service.

Task 2b – Phase 1 Construction Documents

- Cover Sheet
 - Up to one (1) plan sheet is anticipated.
 - This plan sheet will consist of basic project information, required Town signature blocks, and a sheet index.
- General Notes
 - Up to two (2) plan sheets are anticipated.
 - These plan sheets will consist of general, Town, and site-specific engineering notes.
- Existing Conditions and Demolition Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - These plan sheets will show the existing site and identify site features within the proposed property limits. This plan will also show the existing improvements within the project area to be demolished or protected in place.
- Horizontal Control and Paving Plan

- One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - These plan sheets will show site dimensions to be used for construction and identify site features within the proposed property boundary. Proposed pavement sections will be identified as recommended by the Geotechnical Engineer.
- Grading Plan
 - One (1) overall plan and up to five (5) detailed plans are anticipated at 1"=20' scale.
 - These plan sheets will indicate proposed grading of the Site consisting of one-foot contours and select spot elevations. This plan will also consist of the proposed storm sewer system layout and structure elevations for the purpose of stormwater conveyance to the existing drainage system.
- Utility Plan
 - Up to one (1) plan sheet is anticipated.
 - This plan will show the proposed water and sanitary sewer improvements that will serve the proposed improvements.
- Sanitary Sewer Plan and Profile
 - Up to (3) plan sheets are anticipated.
 - Profile views will be provided for sanitary sewer mains and service lines detailing pipe size, material, and slope information.
- Storm Sewer Plan and Profile
 - Up to (4) plan sheets are anticipated.
 - Profile views will be provided for storm sewer mains and service lines detailing pipe size, material, and slope information.
- Site Details
 - Up to five (5) plan sheets are anticipated.
 - The Consultant will prepare detail sheets showing site and grading details to assist with site construction. Where available, Town provided details will be utilized and/or incorporated by reference only.

In addition to the plan sheets provided, the following reports will be provided at the 50% Design Development Document package deliverable:

- Erosion Control Plans and Report
 - Erosion Control Plans
 - The Consultant will prepare initial, interim, and final phase erosion control plan sheets.
 - Up to three (3) plan sheets are anticipated
 - Erosion Control Details
 - The Consultant will prepare detail sheets showing Town and/or Mile High Flood District standard erosion control details.
 - Up to four (4) sheets are anticipated
 - Stormwater Management Plan ("SWMP") Report
 - The Consultant will prepare a SWMP Report for the Project that will indicate construction Best Management Practices ("BMPs") recommended for site construction in accordance with the Town and Colorado Department of Public Health and Environment ("CDPHE") requirements. This task assumes that the Contractor will apply for the CDPHE Construction Stormwater Discharge permit.
- Phase III Final Drainage Report
 - This report will be in accordance with Criteria set in the Town of Erie Standard and Specifications Section 162.02.04.
 - The Consultant will develop the Final Drainage Report to detail the on-site storm system collecting and conveying the developed on-site runoff consistent with the Compass Filing

No. 1 Phase 1 Phase III Final Drainage Report. The Final Drainage Report will consist of the following:

- Final drainage analysis required for the storm sewer collection system;
- Stormwater discharge rates;
- Hydraulic grade line analysis for minor and major storm events per Town criteria;
- Stormwater pipe sizing;
- Low Impact Development (LID) design as required by Town criteria;
- Inlet sizing;
- Rip-rap sizing, if needed.
- Final Utility Report
 - This report will be in accordance with Criteria set in the Town of Erie Standard and Specifications Section 162.02.01.
 - The Consultant will develop the Final Utility Report and will consist of the following:
 - Potable water Demands per Town standards;
 - Descriptions of the offsite, existing, and proposed potable water systems;
 - Fire demands;
 - Sanitary Sewer Flows per Town standards;
 - Descriptions of the offsite, existing, and proposed sanitary sewer systems.
- Written Specifications

Kimley-Horn will provide the Construction Documents to the Town, up to three (3) submittals, providing two (2) rounds of revisions per Town comments. Revisions beyond those identified above will be provided as an Additional Service.

Task 3 – Dry Utility Coordination

Kimley-Horn will provide the services specifically set forth below.

- Submit applications to Xcel Energy for new electric services for maintenance building, restrooms, shelters, and water feature.
- Coordinate Xcel Energy transformer location with Design Team and Owner.
- Review the designs and cost estimates provided by Services Providers.

Task 4 – Mechanical and Plumbing

Kimley-Horn will provide a mechanical and plumbing design for the 500 square-foot Compass Park maintenance building. Mechanical design will be limited to electrical unit heaters provided for freeze protection only. Plumbing design will be limited to a sink and a couple of hose bibs, locations provided by the client. Mechanical and plumbing plans will consist of the following:

Mechanical

- General notes, legend, and schedules (2 sheets)
- Mechanical details (2 sheets)
- Floor Plan (3 sheets)

Plumbing

- General notes, legend, and schedules (2 sheets)
- Plumbing details (2 sheets)
- Water floor plan (3 sheets)
- Waste and vent floor plan (3 sheets)

Kimley-Horn will provide the Construction Documents to the Town, up to three (3) submittals, providing two (2) rounds of revisions per Town comments. Revisions beyond those identified above will be provided as an Additional Service.

Task 5 – Electrical Design and Photometric Analysis

Kimley-Horn will provide electrical plans and parking lot lighting photometric analysis for the park development. The photometric analysis will adhere to the guidelines set forth by the Town of Erie.

Photometric analysis will be performed on the surface parking lots, drive aisles and shade structure. Photometric analysis will be completed based on a single fixture type, such as bollard, pole light or wall mounted fixture, for each application selected by the owner. Analysis will not include any feature lighting such as tree up lighting or decorative wall wash, lighting inside the buildings or sports field lighting.

Electrical plans will consist of underground conduit, conductors, pull boxes, pole and foundation detail, voltage drop, and load calculations. It is assumed the maintenance and restroom facilities will be prefabricated with electrical loads provided to Kimley-Horn. Electrical plans for the buildings will include routing power to a demark disconnect switch or panelboard in or on the building. Electrical distribution throughout the building will be part of the prefabrication manufactures scope. It is assumed that the power for the park will include a new metered service. Electrical plans will consist of the following:

- General Notes
- Photometric Summary and Calculations Points
- Lighting Legend Table with model numbers
- Lighting Cut Sheet
- Lighting Locations
- Electrical Site Plans
- Electrical Schedules
- Electrical Details

This task provides for responding to up to one (1) round of comments from the Town of Erie. The lighting analysis will be limited to the park site and not include any contribution or modification to the existing streetlights on adjacent streets.

Task 6 – Opinion of Probable Construction Cost

Kimley-Horn will prepare one (1) Opinion of Probable Construction Cost (OPCC) of on-site improvements. Kimley-Horn will provide up to three (3) submittals, providing up to two (2) rounds of revisions per Town comments. Additional submittals will be considered an Additional Service.

Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods for determining prices or over competitive bidding or market conditions. OPCC are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

Task 7 – Aquatics Planning and Design Coordination

Kimley-Horn, in partnership with a qualified subconsultant, will develop a general design intent of the utility requirements for the water play feature/mechanical room including, but not necessarily limited to, domestic water, sanitary sewer, storm sewer, power, and natural gas.

- Confirm the program, and the Town of Erie's objectives.
- Develop a general design intent of the water play feature including size, shape, location, and elevations.

- Develop a general design intent of the water play mechanical room, to be located within the maintenance building.

It has been determined at this time that the water play feature will be included in a future phase of Compass Park. The intent of this coordination task is to establish the appropriate utility connections within Phase 1. The utility design for the site and mechanical room, and design intent of the water play feature, will be provided in the Construction Documents in Tasks 1-5.

Task 8 – Meetings and Coordination

Kimley-Horn will participate in a design kick-off meeting after award of the contract and prior to commencing work. The purpose of this meeting will be to provide an overview of the project scope and will include key design team members from the Town of Erie Parks, Town of Erie Engineering, the Consultant team, and other Town members that will be involved in the Project. Procedures for processing and distribution of all documents and correspondence will be discussed and established.

Kimley-Horn will participate in project meetings with the Client and Project Team, attend meetings with jurisdictional staff, and provide other coordination to support the Project. This task is intended to capture the effort for these meetings, conference calls, and design coordination for this Project. Meetings, whether in person or via telephone will include preparation and travel time. Coordination with the Client, Consultant Team, adjacent landowners, Town, or other agencies will be invoiced as a part of this task.

Biweekly meetings and conference calls with the Town staff, as well as corresponding meeting minutes, are included as part of this task. Since the scope of this task cannot be fully determined at this time, these services will be provided on an hourly basis. An hourly estimate of one hundred fifteen (115) hours has been provided for budgeting purposes only.

Task 9 – Landscape Construction Phase Services

Kimley-Horn will provide limited landscape construction phase services to Client for this project and contains:

- Up to three (3) site visits during construction. Contractor is responsible for providing notes of all field changes.
- Review shop drawings and submittals and return to Client as appropriate. The sole purpose of the Consultant's review will be to evaluate general conformance to Contract Documents. Consultant will provide timely review in accordance with the Schedule of Submittals prepared by the Client and accepted by the Consultant.
- Provide revisions to landscape architecture drawings to address minor changes in plans.
- Respond to Contractor's requests for information (RFI) for each appropriately prepared and submitted RFI.
- Review and provide comments to Client for Contractor Change Orders.
- One (1) site visit to review project completion and develop a punch list for items to be completed by the Contractor, if requested.

Kimley-Horn will not direct the work of the Contractor, guarantee the performance of the subcontractors, nor accept responsibility for the Contractor's means, methods, and safety at the site. Kimley-Horn will not be responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors. Contractor is responsible for providing notes of all field changes.

The preparation of record drawings or "as-builts" is not included in this Task or in this Agreement. This task does not include daily site observations for construction progress. Because the extent of our involvement is unknown at this time these services will be provided on an hourly basis. An hour estimate of up to fifty (50) hours for landscape architectural services. Fee estimates have been provided for budgeting purposes only and all actual time spent will be billed, at our then current hourly rates. The extent of the effort required for this task is largely dependent on the Client's Contractor and specific site conditions.

Task 10 – Civil Construction Phase Services

The Consultant will provide limited civil engineering construction phase services to Client for this Project. The scope of this task includes issuing bubbled or tracked change documents after plan approval, answering questions and providing clarification of our construction documents during the bidding and construction period, answering contractor Request for Information (RFIs), review of contractor submittals, and attendance at meetings on-site as requested by the Client (up to three (3) site visits assumed).

The Consultant will not supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. The Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

The preparation of record drawings or "as-builts" is not included in this Task or in this Agreement. Because the extent of our effort for this task is unknown at this time, we have projected our effort at fifty-five (55) hours. If additional effort is requested by the Client, or other members of the project team, it will be billed as an additional service, in excess of the estimated budget amount provided.

Task 11 – Bid Phase Services

Kimley-Horn will provide limited bid phase services to the Client for this project. This task may include the following:

- Respond to contractor bid questions.
- Review contractor bids.

Because the extent of our effort for this task is unknown at this time, we have projected our effort at forty (40) hours. If additional effort is requested by the Client, or other members of the project team, it will be billed as an additional service, in excess of the estimated budget amount provided.

Subconsultant Services

- Aquatic Planning and Design

Additional Services:

Kimley-Horn may, upon request and authorization from the Client, provide services in addition to those identified herein. Any items requested that are not specifically outlined in the Scope of Services will be considered additional services and may be provided based on a mutually agreed upon scope, fee, and schedule as authorized by the Client. Additional services we can provide include, but are not limited to, the following:

- Section/Property Corner Setting/Rehabilitation. If needed, any section corner or property corner missing, lost, buried, obliterated or not in compliance with the minimum physical standards required by the State of Colorado will be addressed.

- Design for areas outside of existing park sites, i.e. right-of-way/streetscape design;
- Entry/Gateway Monumentation and signage design;
- Park amenity design and detailing outside of those listed above;
- Basketball, tennis, and/or pickleball court design and fencing;
- Structural design of shade structures;
- Illustrative 3D Models/Renderings;
- Revisions beyond those identified;
- Meetings beyond those identified;
- Site Visits beyond those identified;
- Water Quality and Detention Design;
- Offsite Drainage and/or Utility Design;
- Coordination with Franchise Utilities other than what is listed above.
- Surveying and legal preparation of easements and right-of-way will be by others.
- Telecommunications service contract negotiation.
- Design, specification, and documentation of cable infrastructure and/or equipment such as transformers, distribution panels, nodes, amplifiers, repeaters, etc.
- Design, specification, coordination and documentation of any other utilities systems such as wet utilities, etc.
- Stamped, signed, and sealed documents for Dry Utilities Design by a licensed Professional Engineer (PE).

Schedule:

Kimley-Horn will provide our services as practicable to meet a schedule to be mutually agreed upon after receipt of this executed agreement and notice to proceed. Additional services will be completed in a timely manner after they are authorized.

Terms of compensation:

| Task No. | Task Description | Fee | Fee Type |
|----------------|---|-----------|----------|
| Task 1 | Landscape Architectural Construction Documents | | |
| | Task 1a: Landscape Plans | \$48,500 | LS |
| | Task 1b: Hardscape Plans | \$63,200 | LS |
| | Task 1c: Irrigation Plans | \$35,100 | LS |
| Task 2 | Civil Plans | | |
| | Task 2a: Civil Construction Documents | \$147,600 | LS |
| | Task 2b: Phase 1 Construction Documents | \$108,900 | LS |
| Task 3 | Dry Utility Design and Coordination | \$3,800 | LS |
| Task 4 | Mechanical and Plumbing | \$8,500 | LS |
| | | \$3,000 | HR. NTE |
| Task 5 | Electrical Design and Photometric Analysis | \$12,000 | LS |
| Task 6 | Opinion of Probable Construction Cost | \$8,600 | LS |
| Task 7 | Aquatics Design and Planning Coordination | \$6,000 | LS |
| Task 8 | Meetings and Coordination | \$22,900 | HR. Est |
| Task 9 | Landscape Construction Phase Services | \$10,500 | HR. Est. |
| Task 10 | Civil Construction Phase Services | \$13,000 | HR. Est. |
| Task 11 | Bid Phase Services | \$7,700 | HR. Est. |
| | Totals | \$442,200 | LS |
| | | 57,100 | HR Est. |

LS = Lump Sum Fee - Services indicated by a "LS" will be provided for the identified Lump Sum Fee. All expenses incurred in the completion of this scope are included within the above fees. All permitting, application, and similar Project fees will be paid directly by the Town.

HR = Hourly - Services indicated by "HR" will be provided on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. The estimated budget for these tasks is based upon the assumed hours noted within the Scope of Services.

Reimbursable Expenses - For all tasks, direct reimbursable expenses such as plan reproduction, express mail, air travel, lodging, mileage (greater than 100 miles) and other direct expenses will be billed at 1.15 times cost. AutoCAD drawing plots printed in-house for external use will be billed at the rate of \$3 per bond plot. As to hourly tasks, an amount equal to 6% of the labor effort will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due and payable within 25 days of your receipt of the invoice.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-340, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving a First Amendment to Professional Services Agreement Task Order with Kimley-Horn and Associates, Inc. for Design Services at Morgan Hill Neighborhood Park

DEPARTMENT: Parks & Recreation

PRESENTER(S): Luke Bolinger, Director of Parks & Recreation
Kathy Kron, Development & Neighborhood Services Division Manager

TIME ESTIMATE: 0 minutes

FISCAL SUMMARY:

| | |
|-----------------------------|-------------------------------|
| Cost as Recommended: | \$81,160 |
| Balance Available: | \$2,838,400 |
| Fund | Parks Improvement Impact Fund |
| Line Item Number: | 320-50-110-605000-111100 |
| New Appropriation Required: | No |

POLICY ISSUES:

The Town of Erie’s Purchasing Policy provides guidelines for design, construction, and consultant contract contingencies. This amendment adds the recommended contingency to the contract.

STAFF RECOMMENDATION:

Approve the resolution.

SUMMARY/KEY POINTS

- This item requires Council approval due to the overall cost of the contract and the amendment.
- Kimley-Horn & Associates was originally contracted to complete design development for Morgan Hill Neighborhood Park and complete Phase 1 construction drawings. This is an amendment to the original contract.
- This contingency amendment will allow minor additions to be made to the contract in a timely manner and keep the project progressing on schedule.

BACKGROUND OF SUBJECT MATTER:

The Town of Erie entered into a contract with Kimley-Horn & Associates in January of 2026 to complete design development and construction drawings for phase 1 of Morgan Hill neighborhood park. Design development is being completed for the entire park design and construction drawings will be developed for phase 1 of construction.

Minor unanticipated additional expenses may occur through the course of the design services contract. This contingency amendment will allow change orders for additional services to be executed in a timely manner and keep the project progressing on schedule.

ATTACHMENT(S):

1. Resolution
2. First Amendment
3. Original Task Order

**Town of Erie
Resolution No. 26-102**

**A Resolution of the Town Council of the Town of Erie Approving a
First Amendment to Professional Services Agreement Task Order
with Kimley-Horn and Associates, Inc. for Design Services at
Compass Park**

Whereas, Whereas, on September 29, 2025, the Parties entered into an Agreement for Professional Services; and

Whereas, on January 27, 2026, the Parties entered into a Professional Services Agreement Task Order ("the Agreement") to provide services for the Compass Neighborhood Park on an on-call basis.

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

Section 1. The First Amendment to Professional Services Agreement Task Order with Kimley-Horn and Associates, Inc. is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

Adopted this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**First Amendment to Professional Services Agreement Task Order with
Kimley-Horn and Associates, Inc., for Design Services
(Morgan Hill Neighborhood Park)**

This Amendment to Agreement for Professional Services (the "Amendment") 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 Kimley-Horn and Associates, Inc., an independent contractor with a principal place of business at 11800 Ridge Parkway, Suite 200, Broomfield, CO, 80021 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on September 29, 2025, the Parties entered into an Agreement for Professional Services; and

Whereas, on January 27, 2026, the Parties entered into a Professional Services Agreement Task Order ("the Agreement") to provide services for the Compass Neighborhood Park on an on-call basis; 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. Amendments. The Agreement is hereby amended as follows:

Compensation

The agreement shall be amended to add a 10 percent contingency, \$81,160, to the Project for a new not to exceed amount of \$892,760.

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

Signed by:

Anthony Pratt

446D212EC4EB475

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2026, by _____ as _____ of Kimley-Horn and Associates, Inc.

My commission expires:

(Seal)

Notary Public

Certificate Of Completion

Envelope Id: E0E33DBC-46AF-873E-80AD-514D410941BF
 Subject: Complete with Docusign: Kimley Horn - First Amendment (Morgan Hill Park).pdf
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed
 Envelope Originator:
 P&R Business Business Services
 645 Holbrook Street
 P.O. Box 750
 Erie, CO 80516
 prbs@erieco.gov
 IP Address: 73.153.2.210

Record Tracking

Status: Original
 5/13/2026 2:51:22 PM
 Holder: P&R Business Business Services
 prbs@erieco.gov
 Location: DocuSign

Signer Events

Anthony Pratt
 Anthony.Pratt@kimley-horn.com
 Associate
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 446D212FC4EB475...
 Signature Adoption: Pre-selected Style
 Using IP Address: 137.83.223.169

Timestamp

Sent: 5/13/2026 2:53:18 PM
 Resent: 5/16/2026 7:34:37 AM
 Viewed: 5/21/2026 9:18:20 AM
 Signed: 5/21/2026 9:18:28 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/21/2026 9:18:20 AM
 ID: 81485e78-541c-4ed4-8f4f-ceb420f1ea9a

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

Kathy Kron
 kkron@erieco.gov
 Senior Parks Planner
 Town of Erie
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 5/21/2026 9:18:29 AM
 Viewed: 5/21/2026 11:14:54 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

| Event | Status | Timestamp |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 5/13/2026 2:53:18 PM |
| Certified Delivered | Security Checked | 5/21/2026 9:18:20 AM |
| Signing Complete | Security Checked | 5/21/2026 9:18:28 AM |

| Envelope Summary Events | Status | Timestamps |
|---|------------------|----------------------|
| Completed | Security Checked | 5/21/2026 9:18:29 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Town of Erie:

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

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

To advise Town of Erie of your new email address

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

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

To request paper copies from Town of Erie

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

To withdraw your consent with Town of Erie

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



Parks and Recreation Department

Date: January 27, 2026

To: Kimley-Horn and Associates, Inc. ("Contractor")

Contractor and the Town of Erie (the "Town") entered into an Agreement for Professional Services dated September 29, 2025 (the "Agreement"), in which Contractor agreed provide services to the Town on an on-call basis. This Task Order authorizes Contractor to perform the services described below in accordance with the terms and conditions of the Agreement.

Scope of Work

Contractor shall perform the tasks and produce the deliverables as outlined in the Individual Project Order Number 2 for Morgan Hill Park, submitted by Contractor on January 7, 2026, attached hereto and incorporated herein as Exhibit A.

Compensation

For the satisfactory completion of the Scope of Work outlined above in compliance with the Agreement, the Town shall pay Contractor an amount not to exceed: \$811,600.00

The Town's Project Manager is: Kathy Kron, DNS Division Manager

Email: kkron@erieco.gov

Phone Number: 303.926.2888

The Town and Contractor agree to be bound by this Task Order, subject to all terms and conditions of the Agreement.

Town



Signature

Andrew J. Moore, Mayor
Printed Name

1/27/2026
Date

Contractor

Signed by:


Signature

Anthony Pratt, Associate
Printed Name

1/26/2026
Date

EXHIBIT A

INDIVIDUAL PROJECT ORDER NUMBER 2

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the Town of Erie (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated September 29th, 2025, which is incorporated herein by reference.

Identification of Project:

Project Name: Morgan Hill Park Design Documents
KH Project Manager: Emily Shaughnessy
Project Number: IPO 2

Specific Scope of Services:

Task 1 – Survey

Task 1A: Topographic Survey

Kimley-Horn, in partnership with a qualified subconsultant, will prepare a Topographic Survey of the subject property showing the location of visible structures, utilities, planimetric features, and grade breaks.

- The limits of the survey will be based upon the area shown in Exhibit A / below.
- Horizontal datum will be based upon Colorado State Plane North coordinate system.
- Vertical datum will be based upon NAVD 88 (North American Vertical Datum of 1988).
- Underground utilities will be based upon visible surface evidence and markings place by an underground utility locating company.
- A one-foot contour interval map prepared from field spot elevations.
- A diligent search for and identification of monuments and other physical evidence that could affect the location of the boundaries will be performed. Collected information will be analyzed and reviewed for reference only. This will not be a boundary survey.

The scope and fee provided for this task consist of one surveyor site mobilization to obtain required field data and does not include additional surveyor mobilizations. Revisions to the topographic survey based on changes or additions to the scope will be considered an additional service.

Task 1B: Legal Descriptions and Exhibits (As Requested)

Kimley-Horn will prepare, as requested, legal descriptions and exhibits for any easement vacations, easement dedications, land areas, or rights-of-way that may be required for the project. Descriptions will be reviewed, signed and sealed by a licensed Colorado Professional Land Surveyor. These documents will be provided on a per unit basis. Revisions to provided legal descriptions/exhibits may constitute a new issuance due to the level of change required and will be invoiced accordingly.

Task 2 – Traffic Impact Study

Kimley-Horn will prepare a traffic impact study for the proposed Morgan Hill Park project to be located on the southeast corner of the Montclair Avenue and Merrill Drive intersection in Erie, Colorado. The following key intersections will be evaluated as part of this project:

- Montclair Avenue and County Road 3
- County Road 10.5 and Mercedes Road
- Montclair Avenue and Merrill Circle
- Montclair Avenue and Miranda Road

In addition, the project accesses along Montclair Avenue and Morgan Circle (if alternative parking is included) will be evaluated. Weekday morning and afternoon peak hour traffic volume counts will be collected at the existing key intersections. Trip generation will be calculated based on the size

characteristics of the proposed park. Project generated traffic will be distributed and assigned to the key intersections and accesses. Future traffic volumes will be projected to account for background growth during the short-term buildout year of the project, as well as for a 20-year planning horizon. These projections will be based on traffic data and forecasts provided by the Town of Erie and/or Denver Regional Council of Governments (DRCOG).

Kimley-Horn will analyze the non-project (background traffic) project related traffic impacts on the key intersections and accesses to identify any mitigation measures necessary to accommodate project traffic. The findings, along with any recommended improvements, will be summarized in a draft report. This draft report will be provided to the Client for review and comments. The draft report will be revised as appropriate and prepared final for use in submitting to the Town of Erie.

Task 3 – Geotechnical Report

Kimley-Horn, in partnership with a qualified subconsultant, will prepare a Geotechnical Engineering Report of the subject property.

- Perform geologic research (reviewing readily available published and in-house geotechnical and environmental literature of the site and the general site area including geologic maps and historic aerial photographs).
- Perform site reconnaissance to observe and document the site conditions, stake the boring locations in the field, and arrange for the mark-out of publicly owned underground utilities through Utility Notification Center of Colorado (UNCC). Boring locations will be located in the field using a Trimble DA2 antenna with Trimble Catalyst Precision software and coordinates of boring locations will be provided in a tabular format.
- Advance up to eight borings to depths up to approximately 20 feet below the ground surface (bgs). The anticipated boring locations are presented on the attached Figure 1. Borings will be advanced using a truck-mounted drill rig with solid-stem augers. The purpose of the borings will be to evaluate the subsurface geologic conditions and to obtain samples for laboratory testing. Samples of the subsurface materials will be obtained in general accordance with ASTM D-1586 and ASTM D-3550 and returned to our laboratory for testing. Boring logs will be prepared that present the approximate thickness, consistency, and character of each layer encountered. The approximate depth of the groundwater encountered during field activities will be documented.
- Perform geotechnical laboratory testing to evaluate the relevant engineering characteristics, including but not limited to, in-place moisture and density, particle size analysis and hydrometer, Atterberg limit, swell/consolidation potential, strength, water-soluble sulfates, and soil corrosivity.
- Compile and analyze the data collected.
- Prepare a geotechnical report for the site stamped by a Professional Engineer licensed in the State of Colorado. The report will contain the results of the field and laboratory analyses, vicinity maps depicting the project limits, plans showing the boring locations, boring logs, narrative descriptions of the surface and subsurface conditions encountered, geologic hazards (expansive soils, seismicity, collapsible soils), laboratory test results, and geotechnical recommendations related to the following:
 - Earthwork;
 - Excavation considerations;
 - Site and remedial grading;
 - Fill placement and compaction;
 - Utility installation;
 - Seismic site classification;
 - Building foundation and floor slab systems;
 - Tennis and pickleball court post-tensioned slab-on-grade system;
 - Basketball court slab-on-grade system;
 - Retaining walls and lateral earth pressures;
 - Soil corrosivity and water-soluble sulfates;

- Pavement sections;
- Exterior flatwork;
- Surface drainage.

The scope and fee provided for this task consist of one (1) geotechnical engineering site mobilization to obtain required field data and does not include additional surveyor mobilizations. Revisions to the geotechnical engineering report based on changes or additions to the scope will be considered an additional service.

Task 4 – 50% Design Development Documents

Kimley-Horn will further develop the design as laid out in the Morgan Hill Master Plan for the 50% Design Development Document package submittal and will consist of the following:

Task 4A: Landscape and Hardscape Plans

Kimley-Horn, in coordination with the Town, will evaluate the Morgan Hill Master Plan and provide one (1) round of reasonable design updates to reflect current amenity needs as determined by the Town. Significant amenity layout changes and deviation from the amenities proposed within the Morgan Hill Master Plan will be considered an Additional Service. The design updates will be reflected in the following.

- Planting Plan – Kimley-Horn will provide a conceptual layout of proposed planting areas, including trees, shrub areas, and groundcover along with a plant schedule identifying species, quantities, sizes. Hardscape materials, park amenities, site furnishings, and shade structures will be labeled on the Hardscape Plan.
- Hardscape and Site Furnishings Plan – Kimley-Horn will provide the layout of the following:
 - On-site pedestrian circulation routes limited to concrete paving, pavers and decomposed granite;
 - Park features and amenities as identified on the Morgan Hill Master Plan;
 - Playground, landscape, and park amenity curbing and seat walls;
 - Site furnishings limited to outdoor seating, benches, trash receptacles, pet waste stations, tables, and bike racks.

The Landscape and Hardscape Plans will be provided to the Town in PDF format. Comments from the Town will be addressed and resubmitted as part of the 100% Design Development Documents Task. Irrigation Plans are not included as part of this task. Preliminary layout of irrigation mainline and equipment will be provided as part of Task 4A. Product selection and construction details are not included as part of this contract and will be provided in the Construction Documents. Meetings and coordination in support of this task will be provided as part of Task 11.

Task 4B: Civil Plans

Kimley-Horn will prepare the 50% Design Development Documents package that will include the following plan sheets:

- Cover Sheet
 - Up to one (1) plan sheet is anticipated.
 - This plan will consist of basic project information, required Town signature blocks, and a sheet index
- General Notes
 - Up to two (2) plan sheets are anticipated.
 - This plan will consist of general, Town, and site-specific engineering notes.
- Existing Conditions and Demolition Plan
 - One (1) overall plan is anticipated

- This plan will show the existing site and identify site features within the proposed property limits. This plan will also show the existing improvements within the project area to be demolished or protected in place.
- Horizontal Control and Paving Plan
 - One (1) overall plan is anticipated.
 - This plan will show site dimensions to be used for construction and identify site features within the proposed property boundary. Proposed pavement sections will be identified as recommended by the Geotechnical Engineer.
- Grading Plan
 - One (1) overall plan is anticipated.
 - This plan will indicate proposed grading of the Site consisting of one-foot contours and select spot elevations. This plan will also consist of the proposed storm sewer system layout and structure elevations for the purpose of stormwater conveyance to the existing drainage system. Storm sewer profiles are not anticipated as part of this task.
- Utility Plan
 - Up to one (1) plan sheet is anticipated.
 - This plan will show the proposed water and sanitary sewer improvements that will serve the proposed improvements.
- Site Details
 - Up to five (5) plan sheets are anticipated.
 - The Consultant will prepare detail sheets showing site and grading details to assist with site construction. Where available, Town provided details will be utilized and/or incorporated by reference only.

Task 5 – 100% Design Development Documents

Kimley-Horn will incorporate Client comments from the 50% Design Development Document package and further develop the design as part of the 100% Development Document package submittal, which will consist of the following:

Task 5A: Landscape and Hardscape Plans

- Planting Plan, Details, and Specifications: Kimley-Horn will prepare a conceptual layout of proposed planting areas, including trees, shrub areas, and groundcover based on the 50% Design Development Document package along with a plant list identifying species, quantities, sizes, locations, spacing, details, and specifications (on the plans).
- Hardscape and Site Furnishings Plan: Kimley-Horn will prepare a detailed material layout of the following:
 - On-site pedestrian circulation routes limited to concrete paving, pavers, and decomposed granite;
 - Park features and amenities as identified on the Morgan Hill Master Plan;
 - Playground, landscape, and park amenity curbing and seat walls;
 - Site furnishings limited to outdoor seating, benches, trash receptacles, pet waste stations, tables, bike racks, and exercise equipment. Final color selections will be approved by the Town of Erie.

The Landscape and Hardscape plans will be provided to the Town of Erie in PDF format. Kimley-Horn will address up to one (1) round of Town comments. Preliminary layout of irrigation mainline and equipment will be provided as part of Task 5A. Irrigation plans are not included as a part of this task. Construction details are not included as a part of this task and will be provided with Construction Documents (Task 6). Meetings and coordination in support of this task will be provided as a part of Task 11.

Task 5B: Civil Plans

Kimley-Horn will prepare the 100% Design Development Documents package that will include the following plan sheets:

- Cover Sheet
 - Up to one (1) plan sheet is anticipated.
 - This plan will consist of basic project information, required Town signature blocks, and a sheet index.
- General Notes
 - Up to two (2) plan sheets are anticipated.
 - This plan will consist of general, Town, and site-specific engineering notes.
- Existing Conditions and Demolition Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - This plan will show the existing site and identify site features within the proposed property limits. This plan will also show the existing improvements within the project area to be demolished or protected in place.
- Horizontal Control and Paving Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - This plan will show site dimensions to be used for construction and identify site features within the proposed property boundary. Proposed pavement sections will be identified as recommended by the Geotechnical Engineer.
- Grading Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - This plan will indicate proposed grading of the Site consisting of one-foot contours and select spot elevations. This plan will also consist of the proposed storm sewer system layout and structure elevations for the purpose of stormwater conveyance to the existing drainage system. Storm sewer profiles are not anticipated as part of this task.
- Utility Plan
 - Up to one (1) plan sheet is anticipated.
 - This plan will show the proposed water and sanitary sewer improvements that will serve the proposed improvements.
- Site Details
 - Up to five (5) plan sheets are anticipated.
 - The Consultant will prepare detail sheets showing site and grading details to assist with site construction. Where available, Town provided details will be utilized and/or incorporated by reference only.

In addition to the plan sheets provided, the following reports will be provided at the 50% Construction Document package deliverable:

- Phase I Drainage Report
 - This report will be in accordance with Criteria set in the Town of Erie Standard and Specifications Section 162.01.04.
- Preliminary Utility Report
 - This report will be in accordance with Criteria set in the Town of Erie Standard and Specifications Section 162.01.01.

Task 6 – Landscape Architectural Construction Documents

As part of the Landscape Architectural Construction Documents tasks, Kimley-Horn will determine which park amenities from the Morgan Hill Design Document package will be included within Phase 1 of the Construction Documents based on budget restrictions. This process will be in collaboration with Town Staff and said selections will be reflected in the deliverables in the tasks below.

With the approved Morgan Hill Design Document package, Kimley-Horn will develop the Phase 1 Construction Documents package and prepare the following landscape architectural documents as described below.

Task 6a – Landscape Plans

- Planting Plan, Details and Specifications: Kimley-Horn will prepare a Planting Plan consisting of a detailed layout of proposed plantings for Phase 1 based on the approved Design Document package with a plant list identifying species, quantities, sizes, locations, spacing, details and specifications (on the plans) for implementation.

Task 6b – Hardscape Plans

- Hardscape Plan, Details and Specifications: Kimley-Horn will prepare a Hardscape Plan consisting of material layout, details, cut sheets, and specifications (on the plans) for the specialized hardscape areas, site furnishings, and selected components for Phase 1 based on the approved Design Document package.

Task 6c – Irrigation Plans

- Irrigation Plan, Details, and Specifications: Kimley-Horn will review available water pressure information and prepare a Phase 1 Irrigation Plan indicating irrigation connection, backflow, head layout, mainline and lateral line layout, sleeve locations, valve sizes and location, controller type and location, and product details and specifications (on the plans).

In addition to the plan sheets provided, the following reports will be provided with each submittal:

- Written Specifications

Kimley-Horn will provide the Construction Documents to the Town, up to three (3) submittals, providing two (2) rounds of revisions per Town comments. Revisions beyond those identified above will be provided as an Additional Service.

Task 7 – Civil Construction Documents

As part of the Civil Construction Documents tasks, Kimley-Horn will determine which park amenities from the Morgan Hill Design Document package will be included within Phase 1 of the Construction Documents based on budget restrictions. This process will be in collaboration with Town Staff and said selections will be reflected in the deliverables in the tasks below.

Task 7a – Civil Construction Documents

- Cover Sheet
 - Up to one (1) plan sheet is anticipated.
 - This plan sheet will consist of basic project information, required Town signature blocks, and a sheet index.
- General Notes
 - Up to two (2) plan sheets are anticipated.
 - These plan sheets will consist of general, Town, and site-specific engineering notes.
- Existing Conditions and Demolition Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - These plan sheets will show the existing site and identify site features within the proposed property limits. This plan will also show the existing improvements within the project area to be demolished or protected in place.
- Horizontal Control and Paving Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale

- o These plan sheets will show site dimensions to be used for construction and identify site features within the proposed property boundary. Proposed pavement sections will be identified as recommended by the Geotechnical Engineer.
- Grading Plan
 - o One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - o These plan sheets will indicate proposed grading of the Site consisting of one-foot contours and select spot elevations. This plan will also consist of the proposed storm sewer system layout and structure elevations for the purpose of stormwater conveyance to the existing drainage system.
- Utility Plan
 - o Up to one (1) plan sheet is anticipated.
 - o This plan will show the proposed water and sanitary sewer improvements that will serve the proposed improvements.
- Sanitary Sewer Plan and Profile
 - o Up to (3) plan sheets are anticipated.
 - o Profile views will be provided for sanitary sewer mains and service lines detailing pipe size, material, and slope information.
- Storm Sewer Plan and Profile
 - o Up to (4) plan sheets are anticipated.
 - o Profile views will be provided for storm sewer mains and service lines detailing pipe size, material, and slope information.
- Site Details
 - o Up to five (5) plan sheets are anticipated.
 - o The Consultant will prepare detail sheets showing site and grading details to assist with site construction. Where available, Town provided details will be utilized and/or incorporated by reference only.

In addition to the plan sheets provided, the following reports will be provided at the 50% Design Development Document package deliverable:

- Phase III Final Drainage Report
 - o This report will be in accordance with Criteria set in the Town of Erie Standard and Specifications Section 162.02.04.
 - o The Consultant will develop the Final Drainage Report to detail the on-site storm system collecting and conveying the developed on-site runoff consistent with the overall subdivision's Phase III Final Drainage Report. The Final Drainage Report will consist of the following:
 - Final drainage analysis required for the storm sewer collection system;
 - Stormwater discharge rates;
 - Hydraulic grade line analysis for minor and major storm events per Town criteria;
 - Stormwater pipe sizing;
 - Low Impact Development (LID) design as required by Town criteria;
 - Inlet sizing;
 - Rip-rap sizing, if needed.
- Final Utility Report
 - o This report will be in accordance with Criteria set in the Town of Erie Standard and Specifications Section 162.02.01
 - o The Consultant will develop the Final Utility Report and will consist of the following:
 - Potable water Demands per Town standards;
 - Descriptions of the offsite, existing, and proposed potable water systems;
 - Fire demands;
 - Sanitary Sewer Flows per Town standards;
 - Descriptions of the offsite, existing, and proposed sanitary sewer systems.

Kimley-Horn will provide the Construction Documents to the Town, up to three (3) submittals, providing two (2) rounds of revisions per Town comments. Revisions beyond those identified above will be provided as an Additional Service.

Task 7b – Phase 1 Construction Documents

- Cover Sheet
 - Up to one (1) plan sheet is anticipated.
 - This plan sheet will consist of basic project information, required Town signature blocks, and a sheet index.
- General Notes
 - Up to two (2) plan sheets are anticipated.
 - These plan sheets will consist of general, Town, and site-specific engineering notes.
- Existing Conditions and Demolition Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - These plan sheets will show the existing site and identify site features within the proposed property limits. This plan will also show the existing improvements within the project area to be demolished or protected in place.
- Horizontal Control and Paving Plan
 - One (1) overall plan and up to four (4) detailed plans are anticipated at 1"=20' scale.
 - These plan sheets will show site dimensions to be used for construction and identify site features within the proposed property boundary. Proposed pavement sections will be identified as recommended by the Geotechnical Engineer.
- Grading Plan
 - One (1) overall plan and up to five (5) detailed plans are anticipated at 1"=20' scale.
 - These plan sheets will indicate proposed grading of the Site consisting of one-foot contours and select spot elevations. This plan will also consist of the proposed storm sewer system layout and structure elevations for the purpose of stormwater conveyance to the existing drainage system.
- Utility Plan
 - Up to one (1) plan sheet is anticipated.
 - This plan will show the proposed water and sanitary sewer improvements that will serve the proposed improvements.
- Sanitary Sewer Plan and Profile
 - Up to (3) plan sheets are anticipated.
 - Profile views will be provided for sanitary sewer mains and service lines detailing pipe size, material, and slope information.
- Storm Sewer Plan and Profile
 - Up to (4) plan sheets are anticipated.
 - Profile views will be provided for storm sewer mains and service lines detailing pipe size, material, and slope information.
- Site Details
 - Up to five (5) plan sheets are anticipated.
 - The Consultant will prepare detail sheets showing site and grading details to assist with site construction. Where available, Town provided details will be utilized and/or incorporated by reference only.

In addition to the plan sheets provided, the following reports will be provided at the 50% Design Development Document package deliverable:

- Erosion Control Plans and Report

- o Erosion Control Plans
 - The Consultant will prepare initial, interim, and final phase erosion control plan sheets
 - Up to three (3) plan sheets are anticipated.
- o Erosion Control Details
 - The Consultant will prepare detail sheets showing Town and/or Mile High Flood District standard erosion control details
 - Up to four (4) sheets are anticipated.
- o Stormwater Management Plan (“SWMP”) Report
 - The Consultant will prepare a SWMP Report for the Project that will indicate construction Best Management Practices (“BMPs”) recommended for site construction in accordance with the Town and Colorado Department of Public Health and Environment (“CDPHE”) requirements. This task assumes that the Contractor will apply for the CDPHE Construction Stormwater Discharge permit.
- Phase III Final Drainage Report
 - o This report will be in accordance with Criteria set in the Town of Erie Standard and Specifications Section 162.02.04.
 - o The Consultant will develop the Final Drainage Report to detail the on-site storm system collecting and conveying the developed on-site runoff consistent with the overall subdivision’s Phase III Final Drainage Report. The Final Drainage Report will consist of the following:
 - Final drainage analysis required for the storm sewer collection system;
 - Stormwater discharge rates;
 - Hydraulic grade line analysis for minor and major storm events per Town criteria;
 - Stormwater pipe sizing;
 - Low Impact Development (LID) design as required by Town criteria;
 - Inlet sizing;
 - Rip-rap sizing, if needed.
- Final Utility Report
 - o This report will be in accordance with Criteria set in the Town of Erie Standard and Specifications Section 162.02.01.
 - o The Consultant will develop the Final Utility Report and will consist of the following:
 - Potable water Demands per Town standards;
 - Descriptions of the offsite, existing, and proposed potable water systems;
 - Fire demands;
 - Sanitary Sewer Flows per Town standards;
 - Descriptions of the offsite, existing, and proposed sanitary sewer systems.
- Written Specifications

Kimley-Horn will provide the Construction Documents to the Town, up to three (3) submittals, providing two (2) rounds of revisions per Town comments. Revisions beyond those identified above will be provided as an Additional Service.

Task 7 – Dry Utility Design & Coordination

Kimley-Horn will provide the services specifically set forth below.

- Submit applications to Xcel Energy for new electric services for maintenance building, restrooms, and shelters.
- Coordinate Xcel Energy transformer location with Design Team and Owner.
- Review the designs and cost estimates provided by Services Providers.

Task 8 – Mechanical and Plumbing

Kimley-Horn will provide a mechanical and plumbing design for the 500 square foot Morgan Hill maintenance building. Mechanical design will be limited to electrical unit heaters provided for freeze protection only. Plumbing design will be limited to a sink and a couple of hose bibs, locations provided by the client.

Kimley-Horn will also provide the mechanical and plumbing design for a 500 square foot restroom facility. Mechanical design will be limited to electrical type heaters provided for freeze protection only. Plumbing design will be provided to serve the restroom fixtures including domestic hot and cold water, sanitary waste and vent, and an electric tank type water heater.

Mechanical and plumbing plans are anticipated to consist of the following:

Mechanical

- General notes, legend, and schedules (2 sheets)
- Mechanical details (2 sheets)
- Floor Plan (3 sheets)

Plumbing

- General notes, legend, and schedules (2 sheets)
- Plumbing details (2 sheets)
- Water floor plan (3 sheets)
- Waste and vent floor plan (3 sheets)

Kimley-Horn will provide the Construction Documents to the Town, up to three (3) submittals, providing two (2) rounds of revisions per Town comments. Revisions beyond those identified above will be provided as an Additional Service.

Task 9 – Electrical Design and Photometric Analysis

Kimley-Horn will provide electrical plans and parking lot lighting photometric analysis for the park development. The photometric analysis will adhere to the guidelines set forth by the Town of Erie.

Photometric analysis will be performed on the surface parking lots, drive aisles and shade structure. Photometric analysis will be completed based on a single fixture type, such as bollard, pole light or wall mounted fixture, for each application selected by the owner. Analysis will not include any feature lighting such as tree up lighting or decorative wall wash, lighting inside the buildings or sports field lighting.

Electrical plans will consist of underground conduit, conductors, pull boxes, pole and foundation detail, voltage drop, and load calculations. It is assumed the maintenance and restroom facilities will be prefabricated with electrical loads provided to Kimley-Horn. Electrical plans for the buildings will include routing power to a demark disconnect switch or panelboard in or on the building. Electrical distribution throughout the building will be part of the prefabrication manufactures scope. It is assumed that the power for the park will include a new metered service. Electrical plans are anticipated to consist of the following:

- General Notes
- Photometric Summary and Calculations Points
- Lighting Legend Table with model numbers
- Lighting Cut Sheet
- Lighting Locations
- Electrical Site Plans
- Electrical Schedules
- Electrical Details

This task provides for responding to up to one (1) round of comments from the Town of Erie. The lighting analysis will be limited to the park site and not include any contribution or modification to the existing streetlights on adjacent streets.

Task 10 – Opinion of Probable Construction Cost

Kimley-Horn will prepare one (1) Opinion of Probable Construction Cost (OPCC) of on-site improvements. The OPCC will be provided at the following submittals:

- 50% Design Development Documents, up to one (1) submittal
- 100% Design Development Documents, up to two (2) submittals
- Phase 1 Construction Documents, up to three (3) submittals

Additional submittals beyond those identified above will be considered an Additional Service.

Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods for determining prices or over competitive bidding or market conditions. OPCC are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.

Task 11 – Meetings and Coordination

Kimley-Horn will participate in a design kick-off meeting after award of the contract and prior to commencing work. The purpose of this meeting will be to provide an overview of the project scope and will include key design team members from the Town of Erie Parks, Town of Erie Engineering, the Consultant team, and other Town members that will be involved in the Project. Procedures for processing and distribution of all documents and correspondence will be discussed and established.

Kimley-Horn will participate in project meetings with the Client and Project Team, attend meetings with jurisdictional staff, and provide other coordination to support the Project. This task is intended to capture the effort for these meetings, conference calls, and design coordination for this Project. Meetings, whether in person or via telephone will include preparation and travel time. Coordination with the Client, Consultant Team, adjacent landowners, Town, or other agencies will be invoiced as a part of this task.

Biweekly meetings and conference calls with the Town staff, as well as corresponding meeting minutes, are included as part of this task. Since the scope of this task cannot be fully determined at this time, these services will be provided on an hourly basis. An hourly estimate of two hundred ten (210) hours has been provided for budgeting purposes only.

Task 12 – Landscape Construction Phase Services

Kimley-Horn will provide limited landscape construction phase services to Client for this project and contains:

- Up to three (3) site visits during construction. Contractor is responsible for providing notes of all field changes.
- Review shop drawings and submittals and return to Client as appropriate. The sole purpose of the Consultant's review will be to evaluate general conformance to Contract Documents. Consultant will provide timely review in accordance with the Schedule of Submittals prepared by the Client and accepted by the Consultant.
- Provide revisions to landscape architecture drawings to address minor changes in plans.
- Respond to Contractor's requests for information (RFI) for each appropriately prepared and submitted RFI.
- Review and provide comments to Client for Contractor Change Orders.

- One (1) site visit to review project completion and develop a punch list for items to be completed by the Contractor, if requested.

Kimley-Horn will not direct the work of the Contractor, guarantee the performance of the subcontractors, nor accept responsibility for the Contractor's means, methods, and safety at the site. Kimley-Horn will not be responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors. Contractor is responsible for providing notes of all field changes.

The preparation of record drawings or "as-builts" is not included in this Task or in this Agreement. This task does not include daily site observations for construction progress. Because the extent of our involvement is unknown at this time these services will be provided on an hourly basis. An hour estimate of up to fifty-five (55) hours for landscape architectural services. Fee estimates have been provided for budgeting purposes only and all actual time spent will be billed, at our then current hourly rates. The extent of the effort required for this task is largely dependent on the Client's Contractor and specific site conditions.

Task 13 – Civil Construction Phase Services

The Consultant will provide limited civil engineering construction phase services to Client for this Project. The scope of this task includes issuing bubbled or tracked change documents after plan approval, answering questions and providing clarification of our construction documents during the bidding and construction period, answering contractor Request for Information (RFIs), review of contractor submittals, and attendance at meetings on-site as requested by the Client (up to three (3) site visits assumed).

The Consultant will not supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. The Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

The preparation of record drawings or "as-builts" is not included in this Task or in this Agreement. Because the extent of our effort for this task is unknown at this time, we have projected our effort at seventy-five (75) hours. If additional effort is requested by the Client, or other members of the project team, it will be billed as an additional service, in excess of the estimated budget amount provided.

Task 14 – Bid Phase Services

Kimley-Horn will provide limited bid phase services to the Client for this project. This task may include the following:

- Respond to contractor bid questions.
- Review contractor bids.

Because the extent of our effort for this task is unknown at this time, we have projected our effort at forty (40) hours. If additional effort is requested by the Client, or other members of the project team, it will be billed as an additional service, in excess of the estimated budget amount provided.

Subconsultant Services

- Geotechnical Report

Information Provided by Client

Kimley-Horn shall be entitled to rely upon the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the Project, including, but not limited to the following:

- A current Title Commitment for the referenced property with copies of or links to all documents listed in the commitment.

- Access to the property.

Additional Services:

Kimley-Horn may, upon request and authorization from the Client, provide services in addition to those identified herein. Any items requested that are not specifically outlined in the Scope of Services will be considered additional services and may be provided based on a mutually agreed upon scope, fee, and schedule as authorized by the Client. Additional services we can provide include, but are not limited to, the following:

- Section/Property Corner Setting/Rehabilitation. If needed, any section corner or property corner missing, lost, buried, obliterated or not in compliance with the minimum physical standards required by the State of Colorado will be addressed.
- Design for areas outside of existing park sites, i.e. right-of-way/streetscape design;
- Entry/Gateway Monumentation and signage design;
- Illustrative 3D Models/Renderings;
- Revisions beyond those identified;
- Meetings beyond those identified;
- Site Visits beyond those identified;
- Water Quality and Detention Design;
- Offsite Drainage and/or Utility Design;
- Coordination with Franchise Utilities other than what is listed above.
- Surveying and legal preparation of easements and right-of-way will be by others.
- Telecommunications service contract negotiation.
- Design, specification, and documentation of cable infrastructure and/or equipment such as transformers, distribution panels, nodes, amplifiers, repeaters, etc.
- Design, specification, coordination and documentation of any other utilities systems such as wet utilities, etc.
- Stamped, signed, and sealed documents for Dry Utilities Design by a licensed Professional Engineer (PE).

Schedule:

Kimley-Horn will provide our services as practicable to meet a schedule to be mutually agreed upon after receipt of this executed agreement and notice to proceed. Additional services will be completed in a timely manner after they are authorized.

Terms of compensation:

| Task No. | Task Description | Fee | Fee Type |
|-----------------|--|----------------------------------|-------------------------------------|
| Task 1 | Survey Task 1A: Topographic Survey Task 1B: Legal Descriptions and Exhibits (As Requested) | \$22,300 \$1,200 | LS EA |
| Task 2 | Traffic Impact Study | \$11,000 | LS |
| Task 3 | Geotechnical Report | \$12,000 | LS |
| Task 4 | 50% Design Development Documents Task 4A: Landscape and Hardscape Plans Task 4B: Civil Plans | \$52,200 \$54,300 | LS LS |
| Task 5 | 100% Design Development Documents Task 5A: Landscape and Hardscape Plans Task 5B: Civil Plans | \$64,300 \$43,500 | LS LS |
| Task 6 | Landscape Architectural Construction Documents Task 6A: Landscape Plans Task 6B: Hardscape Plans Task 6C: Irrigation Plans | \$56,600 \$75,300 \$42,400 | LS LS LS |
| Task 7 | Civil Construction Documents Civil Construction Documents Phase 1 Construction Documents | \$134,200 \$109,200 | LS LS |
| Task 7 | Dry Utility Design and Coordination | \$3,800 | LS |
| Task 8 | Mechanical and Plumbing | \$17,000 \$3,000 | LS HR. NTE |
| Task 9 | Electrical Design and Photometric Analysis | \$10,000 | LS |
| Task 10 | Opinion of Probable Construction Cost | \$23,400 | LS |
| Task 11 | Meetings and Coordination | \$44,900 | HR Est. |
| Task 12 | Landscape Construction Phase Services | \$11,500 | HR. Est. |
| Task 13 | Civil Construction Phase Services | \$13,000 | HR. Est. |
| Task 14 | Bid Phase Services | \$7,700 | HR. Est. |
| | Totals | \$731,500 \$80,100 | LS HR Est. |

LS = Lump Sum Fee - Services indicated by a "LS" will be provided for the identified Lump Sum Fee. All expenses incurred in the completion of this scope are included within the above fees. All permitting, application, and similar Project fees will be paid directly by the Town.

HR = Hourly - Services indicated by "HR" will be provided on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. The estimated budget for these tasks is based upon the assumed hours noted within the Scope of Services.

Reimbursable Expenses - For all tasks, direct reimbursable expenses such as plan reproduction, express mail, air travel, lodging, mileage (greater than 100 miles) and other direct expenses will be billed at 1.15 times cost. AutoCAD drawing plots printed in-house for external use will be billed at the rate of \$3 per bond plot. As to hourly tasks, an amount equal to 6% of the labor effort will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due and payable within 25 days of your receipt of the invoice.



Exhibit A – Limits of Survey



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-343, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Adopting Modifications to the Rules and Regulations Governing the Erie Cemetery

DEPARTMENT: Administrative Operations

PRESENTER(S): Meredyth Muth, Acting Town Manager
Debbie Stamp, Town Clerk

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

NA

POLICY ISSUES:

This matter has minimal policy implications.

STAFF RECOMMENDATION:

Approve Resolution regarding proposed update to the Erie Cemetery Rules and Regulations.

SUMMARY/KEY POINTS

There is only one change to the Rules and Regulations.

- Updating interments to add language to increase the number of cremains allowed in one plot.

BACKGROUND OF SUBJECT MATTER:

As a standard procedure of operation, staff reviews, and if needed, makes updates to rules and regulations, construction standards and specifications and/or operating policies ensuring the Town of Erie's daily operations are executed consistently, remain current with industry benchmarks, evolving trends, and are meeting the needs of the community. The Rules and Regulations governing the Erie Cemetery are outdated and no longer meeting staff or the community's needs to effectively govern the operation of the site. Staff from the department of Administrative Services & Operations worked with the Town Attorney to update the Rules and Regulations, improving consistency and clarity.

The Town is asking for one change to the current Rules and Regulations.

- Updating interments to add language to increase the number of cremains allowed in one plot. Under 7.I, remove the last sentence of the paragraph and add "In addition to a casket, up to 2 cremains may be interred in a plot. Four cremains may be interred in a plot not containing a casket."

The proposed change to the Erie Cemetery Rules and Regulations will take effect immediately following approval of the attached resolution.

ATTACHMENT(S):

1. Resolution
2. Redlined Rules & Regulations
3. Final Rules and Regulations

**Town of Erie
Resolution No. 26-098**

**A Resolution of the Town Council of the Town of Erie Adopting
Modifications to the Rules and Regulations Governing the Erie
Cemetery**

Whereas, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to adopt modifications to the Cemetery Rules and Regulations Governing the Erie Cemetery.

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

Section 1. The modifications to the Rules and Regulations Governing the Erie Cemetery are hereby adopted.

Adopted this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Rules and Regulations Governing the Erie Cemetery

1. Purpose.

These rules and regulations (the "Rules") shall be held to be the minimum requirements enacted for the mutual protection of all lot and interment rights owners at the Erie Cemetery (the "Cemetery") and the Town of Erie (the "Town") and to ensure the Cemetery remains a safe, reverent, clean, orderly, uniform, and permanent beauty. The Cemetery is owned by the Town, but is not a Town Park or recreation facility and is hereby declared to be nonpublic forum, maintained by the Town as a place of solemn remembrance of and memorial to the deceased.

2. Definitions.

As used in these Rules, the following terms shall have the following meanings:

Blocks - The numerically labeled sub areas of the Cemetery aligned in a north-south layout.

Burial Space - A single space within a platted lot or block in the Cemetery designed for the interment of body or cremains as set forth in these Rules.

Cemetery - A place set aside for the permanent placement of human remains.

Cenotaph - The memorialization of an individual without the remains present.

Columbarium - An above-ground structure, containing niches, intended for the placement of human cremated remains.

Cremains - The final remains of a deceased person processed by means of cremation.

Cremation - The flame-based process by which a body is reduced to ashes and bone fragments.

Decorations - The adornment, ornamentation, additional memorialization, or other form of embellishment of a lot.

Disinterment - The removal of the remains or cremains of a deceased person, the casket, if any, the burial receptacle from the ground or urn from the columbarium.

Final Disposition - The burial, interment, inurnment, or other disposition of a dead body.

Grave - The area within a burial space that is dug for the interment of remains whether full body or cremated remains.

Interment - The permanent placement of the remains of a deceased person by earth burial.

Interment Agreement - The provisional right to interment for the sole use and purpose of final placement of remains in a specified location in the Cemetery, subject to these Rules, including without limitation the termination of this provisional right to interment, that conveys exclusive right to use the property for its intended purpose and does not convey actual ownership of the property, because the ownership of the land is retained by the Town.

Inurnment - The placement of the cremains of a deceased person in an urn.

Lot - A platted space within the Cemetery.

Monument - A permanent memorial for one or more persons, that may consist of a flush or upright marker, ledger stone or bench.

Natural Burial - The interment of a body in the soil in a manner that does not inhibit decomposition, but allows the body to be returned to the earth naturally, where the body is typically shrouded or placed in a biodegradable container.

Ossuary - A chamber designed to hold the scattering and co-mingling of cremated remains of which the remains are non-recoverable.

Scattering - The placement of loose cremated remains.

Section - A burial area in the Cemetery.

Section Marker - The physical reference points throughout the Cemetery delineating ground spaces.

Town Clerk – The Erie Town Clerk or designee.

Urn - A physical container that holds and protects the cremains of a deceased person.

Vault - The outer burial container that holds and protects the casket or urn of a deceased person. Vaults may be made of concrete, metal, or poly materials.

3. Applicability.

A. General. These Rules shall apply to all lot and interment right owners, visitors, Cemetery employees, and persons working for lot owners, and all property in the Cemetery.

B. Exceptions and Modifications. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. In such an instance the

Town shall have the right, without notice, to make exceptions or modifications to these Rules.

C. Amendments. The Town expressly reserves the right at any time to adopt new rules or regulations and to amend, alter or repeal any provision of these Rules. Such new or amended rules and regulations shall be binding on the owners of all lots, burial spaces, or interment rights regardless of the date such owner acquired such title or right.

4. Administration.

A. Management. The Town's Board of Trustees has delegated management of the Cemetery to the Town Clerk, who is responsible for direct and complete supervision of the Cemetery. The Town reserves the right to engage outside contractors to perform any of the administrative and operational functions as needed.

B. Admission. Entrance into the Cemetery except through the main entrance is strictly forbidden. The Town reserves the right to refuse admission to the Cemetery and to refuse the use of any of the Cemetery facilities to any person whom the Town deems inconsistent with the purpose of the Cemetery.

C. Hours. Unless closure is otherwise posted for a private service or Cemetery maintenance, the Cemetery shall be open to the public from 8:00 a.m. to 6:00 p.m. (September - May) and 7:00 a.m. to 9:00 p.m. (June - August).

D. Records. The Town Clerk shall keep all records of the Cemetery, which records shall include plats showing the size, location and description of all lots.

5. Purchase of Interment Rights.

A. Application. Applications for the purchase of interment rights to Cemetery lots or individual burial spaces shall be filed with the Town Clerk.

B. Immediate Use. When a space has not been previously purchased, full payment prior to burial is required, unless the mortuary involved assumes full responsibility for payment.

C. Indigency. When a request is made by a mortuary to inter an individual with insufficient funds to cover expenses, the Town will work within the expense allowance granted by the Department of Social Services if the deceased was a Town resident for at least 90 consecutive days at some point in time, or at the time of death, and the Town may require proof of prior residency. This shall not prohibit the Town from participating in any arrangement with other cemeteries or mortuaries, the purpose of which is to share expenses in cases not covered by Department of Social Service allowances. Selection of the location of a grave will be at the sole discretion of the Town.

D. Burial Limitations. An interment agreement grants to the lot owner or owners the right to use such lots for burial of human remains only, subject to these Rules.

E. Abandonment. An interment that is not completed within the timeframe specified in the interment agreement shall be deemed abandoned, and the deposit shall be refunded, and the property returned to "available" status.

F. Transfer or Assignment. No transfer or assignment of any right of interment, or interest therein is valid without the Town's prior written consent, which shall be retained by the Town Clerk. The Town may refuse to consent to a transfer or an assignment if the owner owes any fees to the Town.

6. Rights and Responsibilities of Town.

A. Work. Except as otherwise provided in these Rules, all grading, landscape work, improvements of any kind, and all care of lots, and shall be performed by the Town. All trees, shrubs and bushes of any kind shall be planted, trimmed, cut or removed by the Town and all opening and closing of graves may only be performed by the Town.

B. Alteration of Improvements. All improvements or alterations of individual property in the Cemetery shall be under the direction of and subject to the consent, satisfaction, and approval of the Town. If improvements or alterations are made without the Town's written consent, or, if at any time in the Town's judgment, they become unsightly, the Town may order such improvements or alterations removed or modified without consent of the lot owner.

C. Modifications. The Town reserves the right: to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or any part thereof; to modify or change the locations of or remove or regrade roads, drives or walks; and to lay, maintain and operate or alter or change pipelines and or gutters for sprinkling systems, drainage, and lakes.

D. Access. The Town reserves for itself and others lawfully using the Cemetery a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots.

E. Disclaimer. The Town shall take reasonable precautions to protect lots in the Cemetery from loss or damage but the Town disclaims responsibility for loss or damage from causes beyond its reasonable control and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage may be direct or collateral, other than as herein provided.

7. Interments.

A. Subject to Law. In addition to being subject to these Rules, all interments shall be subject to the applicable regulations of Weld County, the State of Colorado, and the federal government.

B. Application.

1. A burial application shall be filed with the Town Clerk.
2. The application must specify the exact location of the burial space desired to be opened and provide proof of interment rights to that burial space. The Town is not responsible for any order given by telephone, or for any mistake occurring for want of precise and proper instructions as to the location of the burial space.
3. Applications should specify the date and time of the desired interment ceremony, provided that at least 3 business days' prior notice is required.
4. The Town Clerk shall, upon proper application and payment, issue a burial order to the Parks and Recreation Department setting forth the grave space, time of burial and time of closing.

C. Time. No interments are allowed between the hours of 12:00 p.m. Saturday through 8:00 a.m. Monday. No burials will be allowed on Town holidays. Arrangements for expedited burials must be made through the Town Clerk.

D. Disasters. In the event of a natural, man-made, or medical disaster which results in immediate increased demand for space and numerous burials in the Cemetery in a short amount of time, Town staff will work additional hours as deemed necessary by the Town to meet such demand.

E. Inclement Weather and Other Contingencies. The Town reserves the right to postpone or reschedule grave openings and interment services due to inclement weather and other adverse conditions.

F. Casket Not to be Disturbed. Once a casket containing a body is in the confines of the Cemetery, no funeral director or their embalmer, assistant, employee, agent, Cemetery official or employee, or any other person may open a casket or to touch a body without a court order. If no court order is provided, and it is deemed necessary to open the casket, the funeral home will need to return the casket to the funeral home to do so.

G. Size. The size of a burial space is 5'-0" wide by 10'-0" long, so the maximum size of the grave within the space is 4'-0" wide by 8'-0" long. The grave is aligned to the foot of the burial space leaving a 2'-0" wide area the full width of the top

of the burial space reserved for placement of a monument and base. Grave depth is 5'-0". No burial of any kind is allowed within the monument area.

H. Grave Liners and Urn Vaults. Every casket interment must be made in an approved outer enclosure (vault) of steel, concrete or poly material. Other than a Natural Burial, every in-ground placement, casket or urn, requires an outer enclosure.

I. Number. A maximum of 4 placements may be interred in one burial space, with a maximum of one casket placement. ~~Each grave space is allotted 2 placements. For a 3rd and 4th placement, an additional interment right will be required for each placement.~~ In addition to a casket, up to 2 cremains may be interred in a plot. Four cremains may be interred in a plot not containing a casket.

J. Natural Burial. Natural burial is permitted in the Cemetery only under the following conditions:

1. Anyone selecting natural burial must sign a waiver noting no disinterment of a naturally buried body is possible or permitted.
2. All burial applications and fees must be completed and paid prior to scheduling a burial and families are responsible for making all other arrangements necessary through the funeral home.
3. No vault or outer container is required for a natural burial, though a vault or container without a top may be placed upside down over the body for protection and to allow for body contact with the earth.
4. Grave opening size and depth for natural burials will be the same as for standard burials.
5. A biodegradable casket (i.e. wood, wicker, paper mache, or other natural fibers) or a natural fabric body shroud is required. All bodies shall be enclosed for burial.
6. A licensed funeral home or service must be used when delivering a body to the Cemetery for natural burial. The funeral home is solely responsible for providing all means necessary to conduct a natural burial in a safe and respectful natural burial. The Cemetery is not responsible for issues related to natural burials.
7. The Town will close the grave following the natural burial service.
8. Placement of monuments on natural burial graves shall be the same as for other burials.

K. Equipment. The Town is not responsible for providing tents, artificial grass, lowering devices and other equipment in making interments, disinterments and removal of monuments.

L. Identification. An identification marker shall be placed at the specific lot/space desired prior to the grave being opened. The Town shall not be liable for identification errors made by family in their communication with the Town.

M. Identity. The Town is not responsible for the identity of any body to be interred.

N. Errors. The Town reserves the right to correct any errors either by canceling a conveyance and substituting and conveying in lieu thereof other interment property of equal or greater value and in similar location as much as possible, as may be selected by the Town, or in the sole discretion of the Town, by refunding fees paid.

O. Delays. The Town shall not be liable for any delay in any interment where a protest to the interment has been made, or where these Rules have been violated. The Town reserves the right under such circumstances to instruct a funeral home to place the body in a receiving vault until the full rights have been determined. The Town is under no duty to recognize any protests of interments unless they are made in writing and filed with the Town Clerk within 14 calendar days of the interment.

8. Disinterments.

A. Subject to Law. In addition to being subject to these Rule, disinterments shall be subject to the applicable regulations of Weld County, the State of Colorado, and the federal government.

B. Permission. No disinterment shall be made without either a court order of a court of competent jurisdiction or a signed affidavit from the next of kin of the deceased, on a form provided by the Town, stating that the disinterment is being requested for a valid reason, that the application is being made by a proper person, that there is no opposition to the disinterment by the next of kin or by the expressed wishes of the decedent, and that the affiant agrees to indemnify the Town and hold it harmless from any liability that might result from the disinterment and release it from any claims the affiant may have, then or in the future, by reason of the disinterment. The Town Clerk shall have the right to require a court order for disinterment at any time prior to the disinterment when circumstances exist or arise which indicate that there is a question as to the reason for the disinterment or as to whether there is opposition to the disinterment.

C. When Prohibited. Disinterment of a body so that the lot or burial space or interment rights may be sold for profit to the heirs of the deceased or to any other persons, or removal contrary to the expressed or implied wish of the original lot or burial space owner is repugnant to the ordinary sense of decency and is absolutely forbidden.

D. Notice. The Town shall be notified at least 10 days prior to any disinterment.

E. Time. Disinterments shall be conducted between the hours of 9:00 a.m. and 2:00 p.m. No disinterment will be made on any Saturday, Sunday, or Town holiday.

F. Cremation Urn Vaults. Urn vault disinterment requires a signed affidavit from the next of kin on a form provided by the Town, and the Town cannot guarantee the condition of the urn vault or the cremated remains.

G. Fees. All fees assessed by the Town for disinterments and any administrative fees shall be paid to the Town Clerk prior to the disinterment.

H. Responsibility. The Town will, if possible, expose the vault or in the case of burial without a vault, expose the casket, burial receptacle, or urn. The Town will not provide either personnel or equipment to lift the vault, casket, or burial receptacle from the ground. The Town cannot guarantee the condition of the recoverability of the previously interred remains. All disinterments of a body are the responsibility of the family. Anyone wishing to disinter a body shall procure the services of a competent funeral home and equipment operator who must be licensed to do business in the Town prior to disinterment.

9. Memorial Work in Cemetery.

A. Approval. All monuments and foundations shall be approved by the Town prior to placement. The Town assumes no responsibility for an incorrect placement if placed prior to contacting the Town.

B. Monument Foundations.

1. All monuments shall have a foundation stone of either concrete or granite. The lot owner, at its own expense, shall procure the services of a monument company for foundation work.

2. The monument company shall file an application for a placement permit from the Town Clerk at least 3 business days prior to installation.

3. Monument foundations shall adhere to the following dimensions:

a. Single Monument Foundation: 54" long x 24" wide x 4" deep high-strength concrete or granite set on 4" compacted earth or crushed-stone; centered in back 24" of undisturbed soil at the top of the burial space. Monument shall be centered on top of the foundation, with minimum 2" clear-to-edge of foundation around all sides of the monument. Concrete shall cure for at least 3 days prior to placement of monument.

b. Double Monument Foundation: 72" long x 24" wide x 6" deep high-strength concrete or granite set on 6" compacted earth or crushed-stone; centered in the back 24" of undisturbed soil at the top of the burial space. Monument shall be centered on top of the foundation, with minimum 2" clear-to-edge of foundation around all sides of the monument. Concrete shall cure for at least 3 days prior to placement of monument.

c. Combined Family Lot: Dimensions for a monument base for a monument for a combined family lot of more than 2 burial spaces shall not exceed those for a double monument base.

C. Monuments.

1. The lot owner, at its own expense, shall procure the services of a monument company for monument placement.
2. Only one upright monument and base is permitted on each burial space. One additional flat monument is permitted to identify cremains interred in the same lot. A double monument and base may be placed jointly on 2 burial spaces.
3. Single upright monuments shall not exceed 44" in length, 6" in width for the upright, 12" for the base, and 36" in height.
4. Single slant monuments shall not exceed 44" in length, 12" width, and 36" in height.
5. Double upright monuments shall not exceed 66" in length, 6" in width for the upright, 12" for the base, and 36" in height.
6. Flat/flush monuments (bronze or granite) are permitted on burial spaces. Monuments shall not exceed 36" in length and 20" in width for a single placement, and 48" in length and 20" in width for a double placement.
7. Veterans' monuments (upright or flush) supplied by the government may be made of bronze, granite, or marble.
8. Only monuments made of solid (non-laminated) granite, marble, or bronze shall be installed on burial spaces.
9. While the Town will exercise due care to protect raised letters, carving or ornaments on any monument or other structure on any lot, the Town disclaims responsibility for any damage thereto.
10. Monuments that do not comply with these standards may be installed only with the Town's prior written permission. Anyone desiring such monuments shall submit scaled drawings of the desired monument at least 14 days prior to

placement. The Town reserves the right to deny any custom monument that is inconsistent in appearance, size, or design with other monuments in the Cemetery or in the surrounding burial spaces, and to remove any custom monument without recourse or prior notice to the lot owner if installed without permission.

11. Grave borders, coping, curbing, covers, grave mounds, enclosures of any kind, or pedestrian paving of may be installed only with the Town's prior written permission. Anyone wishing to install such improvements shall submit scaled drawings of the desired improvements at least 14 days prior to installation. The Town reserves the right to deny placement of such improvements that are inconsistent in appearance, size or design with other improvements in the Cemetery or in the surrounding burial spaces, and to remove the same without recourse and without prior notice to the lot owner, if installed without permission.

D. Removal. Should any marker or monument be installed without the services of an approved monument company, become unsightly, dilapidated, or a menace to the safety of visitors, the Town may correct the condition or remove the same at the expense of the lot owner. Unless removal is initiated by the Town, no marker or monument shall be removed from the Cemetery without a written request from the lot owner and the Town's prior written approval.

10. Plantings.

A. Authority. The Town is solely authorized to plant trees, shrubs, plants, and grass ornamentation in the Cemetery. Private planting of any kind is prohibited; provided that existing plantings may remain, but shall not be maintained by the Town.

B. Removal. If any existing plant material deteriorates or becomes unsightly, in the sole discretion of the Town, it will be removed without notice.

11. Decorations.

A. Placement. Artificial flowers, flags, small signs, shepherd hooks, whirly-gigs, stuffed animals, and other decorations shall be placed on the monument or foundation and securely attached to the monument. The Town may approve temporary decorations such as flags or other commemorative displays to recognize special occasions. The Town reserves the right to remove items that become dislodged, broken, or are lying on the ground.

B. Removal.

1. The Town may remove decorations, in its sole discretion, if they become faded or broken, or if they create a safety hazard or cause additional maintenance burdens.

2. To provide a clean and more easily maintained facility, the Town will biannually remove all decorations not securely placed on headstone foundations. The removal periods are the month of February and the month of September (post Labor Day). Temporary headstone markers more than one year old and decorations of all type, regardless of condition, will be removed during these periods. Items may be retained (for no more than one month) if they have perceived value, for return to the family.

11. Prohibited Acts.

A. Conduct. All persons visiting the Cemetery shall show due respect for the deceased and the purpose of the Cemetery. Loud talking and use of profane language is prohibited.

B. Damage to or Destruction of Property. It is unlawful for any person to damage, remove, or destroy any existing trees, shrubs, plants, signage, gate posts, fences, walls, roads, walks, or other site elements located in the Cemetery.

C. Advertising. Advertisements of any kind are prohibited in the Cemetery.

D. Animals. Animals are permitted within the Cemetery, but shall be leashed at all times, and shall comply with all applicable provisions of the Erie Municipal Code.

E. Scattering or Direct Burial of Cremains. Scattering or direct burial of cremains is prohibited.

12. Fees.

A. Assessment. Fees shall be assessed as provided in Section 2-10-9 of the Erie Municipal Code and as established by resolution of the Board of Trustees.

B. Schedule. The current schedule of fees is updated by the Town Clerk, and listed on the Mount Pleasant page on the Town's website.

C. Disposition. Fees from the sale of lots and grave sites, and from interment and disinterments shall be placed in the Town's General Fund.

13. Donations.

Donations to the Cemetery shall be placed in the Perpetual Care Fund.

Rules and Regulations Governing the Erie Cemetery

1. Purpose.

These rules and regulations (the "Rules") shall be held to be the minimum requirements enacted for the mutual protection of all lot and interment rights owners at the Erie Cemetery (the "Cemetery") and the Town of Erie (the "Town") and to ensure the Cemetery remains a safe, reverent, clean, orderly, uniform, and permanent beauty. The Cemetery is owned by the Town, but is not a Town Park or recreation facility and is hereby declared to be nonpublic forum, maintained by the Town as a place of solemn remembrance of and memorial to the deceased.

2. Definitions.

As used in these Rules, the following terms shall have the following meanings:

Blocks - The numerically labeled sub areas of the Cemetery aligned in a north-south layout.

Burial Space - A single space within a platted lot or block in the Cemetery designed for the interment of body or cremains as set forth in these Rules.

Cemetery - A place set aside for the permanent placement of human remains.

Cenotaph - The memorialization of an individual without the remains present.

Columbarium - An above-ground structure, containing niches, intended for the placement of human cremated remains.

Cremains - The final remains of a deceased person processed by means of cremation.

Cremation - The flame-based process by which a body is reduced to ashes and bone fragments.

Decorations - The adornment, ornamentation, additional memorialization, or other form of embellishment of a lot.

Disinterment - The removal of the remains or cremains of a deceased person, the casket, if any, the burial receptacle from the ground or urn from the columbarium.

Final Disposition - The burial, interment, inurnment, or other disposition of a dead body.

Grave - The area within a burial space that is dug for the interment of remains whether full body or cremated remains.

Interment - The permanent placement of the remains of a deceased person by earth burial.

Interment Agreement - The provisional right to interment for the sole use and purpose of final placement of remains in a specified location in the Cemetery, subject to these Rules, including without limitation the termination of this provisional right to interment, that conveys exclusive right to use the property for its intended purpose and does not convey actual ownership of the property, because the ownership of the land is retained by the Town.

Inurnment - The placement of the cremains of a deceased person in an urn.

Lot - A platted space within the Cemetery.

Monument - A permanent memorial for one or more persons, that may consist of a flush or upright marker, ledger stone or bench.

Natural Burial - The interment of a body in the soil in a manner that does not inhibit decomposition, but allows the body to be returned to the earth naturally, where the body is typically shrouded or placed in a biodegradable container.

Ossuary - A chamber designed to hold the scattering and co-mingling of cremated remains of which the remains are non-recoverable.

Scattering - The placement of loose cremated remains.

Section - A burial area in the Cemetery.

Section Marker - The physical reference points throughout the Cemetery delineating ground spaces.

Town Clerk – The Erie Town Clerk or designee.

Urn - A physical container that holds and protects the cremains of a deceased person.

Vault - The outer burial container that holds and protects the casket or urn of a deceased person. Vaults may be made of concrete, metal, or poly materials.

3. Applicability.

A. General. These Rules shall apply to all lot and interment right owners, visitors, Cemetery employees, and persons working for lot owners, and all property in the Cemetery.

B. Exceptions and Modifications. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. In such an instance the

Town shall have the right, without notice, to make exceptions or modifications to these Rules.

C. Amendments. The Town expressly reserves the right at any time to adopt new rules or regulations and to amend, alter or repeal any provision of these Rules. Such new or amended rules and regulations shall be binding on the owners of all lots, burial spaces, or interment rights regardless of the date such owner acquired such title or right.

4. Administration.

A. Management. The Town's Board of Trustees has delegated management of the Cemetery to the Town Clerk, who is responsible for direct and complete supervision of the Cemetery. The Town reserves the right to engage outside contractors to perform any of the administrative and operational functions as needed.

B. Admission. Entrance into the Cemetery except through the main entrance is strictly forbidden. The Town reserves the right to refuse admission to the Cemetery and to refuse the use of any of the Cemetery facilities to any person whom the Town deems inconsistent with the purpose of the Cemetery.

C. Hours. Unless closure is otherwise posted for a private service or Cemetery maintenance, the Cemetery shall be open to the public from 8:00 a.m. to 6:00 p.m. (September - May) and 7:00 a.m. to 9:00 p.m. (June - August).

D. Records. The Town Clerk shall keep all records of the Cemetery, which records shall include plats showing the size, location and description of all lots.

5. Purchase of Interment Rights.

A. Application. Applications for the purchase of interment rights to Cemetery lots or individual burial spaces shall be filed with the Town Clerk.

B. Immediate Use. When a space has not been previously purchased, full payment prior to burial is required, unless the mortuary involved assumes full responsibility for payment.

C. Indigency. When a request is made by a mortuary to inter an individual with insufficient funds to cover expenses, the Town will work within the expense allowance granted by the Department of Social Services if the deceased was a Town resident for at least 90 consecutive days at some point in time, or at the time of death, and the Town may require proof of prior residency. This shall not prohibit the Town from participating in any arrangement with other cemeteries or mortuaries, the purpose of which is to share expenses in cases not covered by Department of Social Service allowances. Selection of the location of a grave will be at the sole discretion of the Town.

D. Burial Limitations. An interment agreement grants to the lot owner or owners the right to use such lots for burial of human remains only, subject to these Rules.

E. Abandonment. An interment that is not completed within the timeframe specified in the interment agreement shall be deemed abandoned, and the deposit shall be refunded, and the property returned to "available" status.

F. Transfer or Assignment. No transfer or assignment of any right of interment, or interest therein is valid without the Town's prior written consent, which shall be retained by the Town Clerk. The Town may refuse to consent to a transfer or an assignment if the owner owes any fees to the Town.

6. Rights and Responsibilities of Town.

A. Work. Except as otherwise provided in these Rules, all grading, landscape work, improvements of any kind, and all care of lots, and shall be performed by the Town. All trees, shrubs and bushes of any kind shall be planted, trimmed, cut or removed by the Town and all opening and closing of graves may only be performed by the Town.

B. Alteration of Improvements. All improvements or alterations of individual property in the Cemetery shall be under the direction of and subject to the consent, satisfaction, and approval of the Town. If improvements or alterations are made without the Town's written consent, or, if at any time in the Town's judgment, they become unsightly, the Town may order such improvements or alterations removed or modified without consent of the lot owner.

C. Modifications. The Town reserves the right: to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or any part thereof; to modify or change the locations of or remove or regrade roads, drives or walks; and to lay, maintain and operate or alter or change pipelines and or gutters for sprinkling systems, drainage, and lakes.

D. Access. The Town reserves for itself and others lawfully using the Cemetery a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots.

E. Disclaimer. The Town shall take reasonable precautions to protect lots in the Cemetery from loss or damage but the Town disclaims responsibility for loss or damage from causes beyond its reasonable control and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage may be direct or collateral, other than as herein provided.

7. Interments.

A. Subject to Law. In addition to being subject to these Rules, all interments shall be subject to the applicable regulations of Weld County, the State of Colorado, and the federal government.

B. Application.

1. A burial application shall be filed with the Town Clerk.
2. The application must specify the exact location of the burial space desired to be opened and provide proof of interment rights to that burial space. The Town is not responsible for any order given by telephone, or for any mistake occurring for want of precise and proper instructions as to the location of the burial space.
3. Applications should specify the date and time of the desired interment ceremony, provided that at least 3 business days' prior notice is required.
4. The Town Clerk shall, upon proper application and payment, issue a burial order to the Parks and Recreation Department setting forth the grave space, time of burial and time of closing.

C. Time. No interments are allowed between the hours of 12:00 p.m. Saturday through 8:00 a.m. Monday. No burials will be allowed on Town holidays. Arrangements for expedited burials must be made through the Town Clerk.

D. Disasters. In the event of a natural, man-made, or medical disaster which results in immediate increased demand for space and numerous burials in the Cemetery in a short amount of time, Town staff will work additional hours as deemed necessary by the Town to meet such demand.

E. Inclement Weather and Other Contingencies. The Town reserves the right to postpone or reschedule grave openings and interment services due to inclement weather and other adverse conditions.

F. Casket Not to be Disturbed. Once a casket containing a body is in the confines of the Cemetery, no funeral director or their embalmer, assistant, employee, agent, Cemetery official or employee, or any other person may open a casket or to touch a body without a court order. If no court order is provided, and it is deemed necessary to open the casket, the funeral home will need to return the casket to the funeral home to do so.

G. Size. The size of a burial space is 5'-0" wide by 10'-0" long, so the maximum size of the grave within the space is 4'-0" wide by 8'-0" long. The grave is aligned to the foot of the burial space leaving a 2'-0" wide area the full width of the top

of the burial space reserved for placement of a monument and base. Grave depth is 5'-0". No burial of any kind is allowed within the monument area.

H. Grave Liners and Urn Vaults. Every casket interment must be made in an approved outer enclosure (vault) of steel, concrete or poly material. Other than a Natural Burial, every in-ground placement, casket or urn, requires an outer enclosure.

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3. No vault or outer container is required for a natural burial, though a vault or container without a top may be placed upside down over the body for protection and to allow for body contact with the earth.
4. Grave opening size and depth for natural burials will be the same as for standard burials.
5. A biodegradable casket (i.e. wood, wicker, paper mache, or other natural fibers) or a natural fabric body shroud is required. All bodies shall be enclosed for burial.
6. A licensed funeral home or service must be used when delivering a body to the Cemetery for natural burial. The funeral home is solely responsible for providing all means necessary to conduct a natural burial in a safe and respectful natural burial. The Cemetery is not responsible for issues related to natural burials.
7. The Town will close the grave following the natural burial service.
8. Placement of monuments on natural burial graves shall be the same as for other burials.

K. Equipment. The Town is not responsible for providing tents, artificial grass, lowering devices and other equipment in making interments, disinterments and removal of monuments.

L. Identification. An identification marker shall be placed at the specific lot/space desired prior to the grave being opened. The Town shall not be liable for identification errors made by family in their communication with the Town.

M. Identity. The Town is not responsible for the identity of any body to be interred.

N. Errors. The Town reserves the right to correct any errors either by canceling a conveyance and substituting and conveying in lieu thereof other interment property of equal or greater value and in similar location as much as possible, as may be selected by the Town, or in the sole discretion of the Town, by refunding fees paid.

O. Delays. The Town shall not be liable for any delay in any interment where a protest to the interment has been made, or where these Rules have been violated. The Town reserves the right under such circumstances to instruct a funeral home to place the body in a receiving vault until the full rights have been determined. The Town is under no duty to recognize any protests of interments unless they are made in writing and filed with the Town Clerk within 14 calendar days of the interment.

8. Disinterments.

A. Subject to Law. In addition to being subject to these Rule, disinterments shall be subject to the applicable regulations of Weld County, the State of Colorado, and the federal government.

B. Permission. No disinterment shall be made without either a court order of a court of competent jurisdiction or a signed affidavit from the next of kin of the deceased, on a form provided by the Town, stating that the disinterment is being requested for a valid reason, that the application is being made by a proper person, that there is no opposition to the disinterment by the next of kin or by the expressed wishes of the decedent, and that the affiant agrees to indemnify the Town and hold it harmless from any liability that might result from the disinterment and release it from any claims the affiant may have, then or in the future, by reason of the disinterment. The Town Clerk shall have the right to require a court order for disinterment at any time prior to the disinterment when circumstances exist or arise which indicate that there is a question as to the reason for the disinterment or as to whether there is opposition to the disinterment.

C. When Prohibited. Disinterment of a body so that the lot or burial space or interment rights may be sold for profit to the heirs of the deceased or to any other persons, or removal contrary to the expressed or implied wish of the original lot or burial space owner is repugnant to the ordinary sense of decency and is absolutely forbidden.

D. Notice. The Town shall be notified at least 10 days prior to any disinterment.

E. Time. Disinterments shall be conducted between the hours of 9:00 a.m. and 2:00 p.m. No disinterment will be made on any Saturday, Sunday, or Town holiday.

F. Cremation Urn Vaults. Urn vault disinterment requires a signed affidavit from the next of kin on a form provided by the Town, and the Town cannot guarantee the condition of the urn vault or the cremated remains.

G. Fees. All fees assessed by the Town for disinterments and any administrative fees shall be paid to the Town Clerk prior to the disinterment.

H. Responsibility. The Town will, if possible, expose the vault or in the case of burial without a vault, expose the casket, burial receptacle, or urn. The Town will not provide either personnel or equipment to lift the vault, casket, or burial receptacle from the ground. The Town cannot guarantee the condition of the recoverability of the previously interred remains. All disinterments of a body are the responsibility of the family. Anyone wishing to disinter a body shall procure the services of a competent funeral home and equipment operator who must be licensed to do business in the Town prior to disinterment.

9. Memorial Work in Cemetery.

A. Approval. All monuments and foundations shall be approved by the Town prior to placement. The Town assumes no responsibility for an incorrect placement if placed prior to contacting the Town.

B. Monument Foundations.

1. All monuments shall have a foundation stone of either concrete or granite. The lot owner, at its own expense, shall procure the services of a monument company for foundation work.

2. The monument company shall file an application for a placement permit from the Town Clerk at least 3 business days prior to installation.

3. Monument foundations shall adhere to the following dimensions:

a. Single Monument Foundation: 54" long x 24" wide x 4" deep high-strength concrete or granite set on 4" compacted earth or crushed-stone; centered in back 24" of undisturbed soil at the top of the burial space. Monument shall be centered on top of the foundation, with minimum 2" clear-to-edge of foundation around all sides of the monument. Concrete shall cure for at least 3 days prior to placement of monument.

b. Double Monument Foundation: 72" long x 24" wide x 6" deep high-strength concrete or granite set on 6" compacted earth or crushed-stone; centered in the back 24" of undisturbed soil at the top of the burial space.

Monument shall be centered on top of the foundation, with minimum 2" clear-to-edge of foundation around all sides of the monument. Concrete shall cure for at least 3 days prior to placement of monument.

c. Combined Family Lot: Dimensions for a monument base for a monument for a combined family lot of more than 2 burial spaces shall not exceed those for a double monument base.

C. Monuments.

1. The lot owner, at its own expense, shall procure the services of a monument company for monument placement.
2. Only one upright monument and base is permitted on each burial space. One additional flat monument is permitted to identify cremains interred in the same lot. A double monument and base may be placed jointly on 2 burial spaces.
3. Single upright monuments shall not exceed 44" in length, 6" in width for the upright, 12" for the base, and 36" in height.
4. Single slant monuments shall not exceed 44" in length, 12" width, and 36" in height.
5. Double upright monuments shall not exceed 66" in length, 6" in width for the upright, 12" for the base, and 36" in height.
6. Flat/flush monuments (bronze or granite) are permitted on burial spaces. Monuments shall not exceed 36" in length and 20" in width for a single placement, and 48" in length and 20" in width for a double placement.
7. Veterans' monuments (upright or flush) supplied by the government may be made of bronze, granite, or marble.
8. Only monuments made of solid (non-laminated) granite, marble, or bronze shall be installed on burial spaces.
9. While the Town will exercise due care to protect raised letters, carving or ornaments on any monument or other structure on any lot, the Town disclaims responsibility for any damage thereto.
10. Monuments that do not comply with these standards may be installed only with the Town's prior written permission. Anyone desiring such monuments shall submit scaled drawings of the desired monument at least 14 days prior to placement. The Town reserves the right to deny any custom monument that is inconsistent in appearance, size, or design with other monuments in the Cemetery

or in the surrounding burial spaces, and to remove any custom monument without recourse or prior notice to the lot owner if installed without permission.

11. Grave borders, coping, curbing, covers, grave mounds, enclosures of any kind, or pedestrian paving of may be installed only with the Town's prior written permission. Anyone wishing to install such improvements shall submit scaled drawings of the desired improvements at least 14 days prior to installation. The Town reserves the right to deny placement of such improvements that are inconsistent in appearance, size or design with other improvements in the Cemetery or in the surrounding burial spaces, and to remove the same without recourse and without prior notice to the lot owner, if installed without permission.

D. Removal. Should any marker or monument be installed without the services of an approved monument company, become unsightly, dilapidated, or a menace to the safety of visitors, the Town may correct the condition or remove the same at the expense of the lot owner. Unless removal is initiated by the Town, no marker or monument shall be removed from the Cemetery without a written request from the lot owner and the Town's prior written approval.

10. Plantings.

A. Authority. The Town is solely authorized to plant trees, shrubs, plants, and grass ornamentation in the Cemetery. Private planting of any kind is prohibited; provided that existing plantings may remain, but shall not be maintained by the Town.

B. Removal. If any existing plant material deteriorates or becomes unsightly, in the sole discretion of the Town, it will be removed without notice.

11. Decorations.

A. Placement. Artificial flowers, flags, small signs, shepherd hooks, whirlygigs, stuffed animals, and other decorations shall be placed on the monument or foundation and securely attached to the monument. The Town may approve temporary decorations such as flags or other commemorative displays to recognize special occasions. The Town reserves the right to remove items that become dislodged, broken, or are lying on the ground.

B. Removal.

1. The Town may remove decorations, in its sole discretion, if they become faded or broken, or if they create a safety hazard or cause additional maintenance burdens.

2. To provide a clean and more easily maintained facility, the Town will biannually remove all decorations not securely placed on headstone foundations. The removal periods are the month of February and the month of September (post

Labor Day). Temporary headstone markers more than one year old and decorations of all type, regardless of condition, will be removed during these periods. Items may be retained (for no more than one month) if they have perceived value, for return to the family.

11. Prohibited Acts.

A. Conduct. All persons visiting the Cemetery shall show due respect for the deceased and the purpose of the Cemetery. Loud talking and use of profane language is prohibited.

B. Damage to or Destruction of Property. It is unlawful for any person to damage, remove, or destroy any existing trees, shrubs, plants, signage, gate posts, fences, walls, roads, walks, or other site elements located in the Cemetery.

C. Advertising. Advertisements of any kind are prohibited in the Cemetery.

D. Animals. Animals are permitted within the Cemetery, but shall be leashed at all times, and shall comply with all applicable provisions of the Erie Municipal Code.

E. Scattering or Direct Burial of Cremains. Scattering or direct burial of cremains is prohibited.

12. Fees.

A. Assessment. Fees shall be assessed as provided in Section 2-10-9 of the Erie Municipal Code and as established by resolution of the Board of Trustees.

B. Schedule. The current schedule of fees is updated by the Town Clerk, and listed on the Mount Pleasant page on the Town's website.

C. Disposition. Fees from the sale of lots and grave sites, and from interment and disinterments shall be placed in the Town's General Fund.

13. Donations.

Donations to the Cemetery shall be placed in the Perpetual Care Fund.



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-327, **Version:** 1

SUBJECT:

2026 Pride Month Proclamation, Sponsored by Council Members Emily Baer and Brian O'Connor and Mayor Moore

DEPARTMENT: Human Resources

PRESENTER(S): Kat Hazel-Shimko, Human Resources Business Partner
Council Member Emily Baer, Sponsor
Council Member Brian O'Connor, Sponsor
Mayor Andrew Moore, Sponsor

TIME ESTIMATE: 0 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

Town Council may approve proclamations for chosen topics.

STAFF RECOMMENDATION:

Approve the Proclamation

SUMMARY/KEY POINTS

- Recognizes Pride Month and honors the history, resilience, and contributions of LGBTQIA+ individuals and communities.
- Reaffirms the importance of inclusion, dignity, safety, and belonging for all people.
- Encourages education, allyship, and community engagement to help foster a welcoming and respectful community.

BACKGROUND OF SUBJECT MATTER:

Pride Month is recognized each June to honor the history, resilience, and contributions of LGBTQIA+ individuals and communities. Commemorating the 1969 Stonewall Uprising and the ongoing pursuit of equality and inclusion, Pride Month promotes diversity, understanding, dignity, safety, and belonging for all people.

File #: 2026-327, **Version:** 1

ATTACHMENT(S):

1. Proclamation



2026 Pride Month Proclamation

Whereas, Pride Month is recognized each June to honor the history, resilience, and contributions of lesbian, gay, bisexual, transgender, queer, and other LGBTQIA+ individuals and communities; and

Whereas, Pride Month commemorates the 1969 Stonewall Uprising, a pivotal moment in the movement toward greater equality, visibility, and civil rights for LGBTQIA+ individuals in the United States; and

Whereas, despite progress toward equality and inclusion, many LGBTQIA+ individuals continue to experience discrimination, harassment, violence, and barriers to safety, acceptance, and opportunity; and

Whereas, the 2026 Pride Month theme, "For All of Us," inspired by the words of Stonewall veteran Marsha P. Johnson, "There is no pride for some of us without liberation for all of us," honors the legacy of early LGBTQIA+ advocates and recognizes the ongoing importance of inclusion, visibility, safe spaces, and equal opportunity for all members of the LGBTQIA+ community, particularly those who continue to face discrimination, marginalization, and barriers to belonging; and

Whereas, the Town of Erie encourages residents to celebrate Pride Month through reflection, education, community engagement, and acts of allyship that strengthen unity and belonging throughout the community; and

Whereas, the progress toward recognizing and protecting the rights of LGBTQIA+ individuals has been shaped through decades of advocacy, landmark court decisions, civil rights protections, and presidential actions, including the recognition of June as Pride Month by President William J. Clinton in 1999 and its continued annual recognition by subsequent administrations as a celebration of equality, visibility, and inclusion; and

Now, therefore, the Town Council does hereby proclaim that Pride Month be celebrated from June 1-30, 2026, and call upon all residents in the Town of Erie to observe this month with appropriate ceremonies, activities, and programs.

Dated this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-345, **Version:** 1

SUBJECT:

A Presentation on e-Bike Education and Enforcement

DEPARTMENT: Police

PRESENTER(S): Lee Mathis, Police Chief

TIME ESTIMATE: 10 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

Public and community safety in regards to e-Bike usage.

STAFF RECOMMENDATION:

Information only.

SUMMARY/KEY POINTS

A presentation of current public and community safety efforts surrounding e-Bike concerns.

BACKGROUND OF SUBJECT MATTER:

Our community has seen e-Bike usage increase in popularity, especially among Erie youth. Many concerns have been brought up regarding the use of e-Bikes or electric motorized vehicles which are not legal to operate on roadways, sidewalks, or trails.

This presentation will summarize the Erie Police Department's efforts to educate and enforce the ordinance surrounding this issue.

ATTACHMENT(S):

1. Presentation



e-Bikes Education and Enforcement

Erie Town Council May 26, 2026

Lee Mathis, Chief of Police



Proactive Community Education

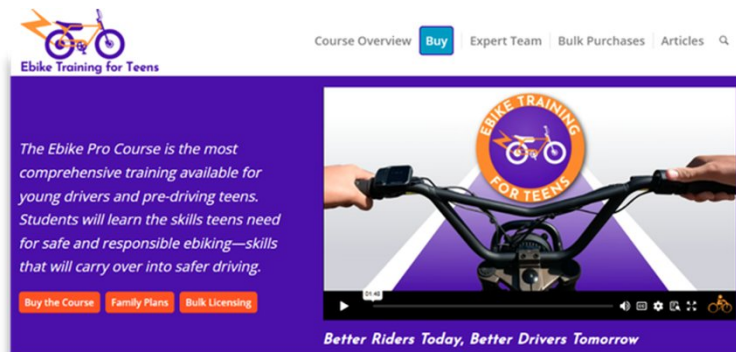
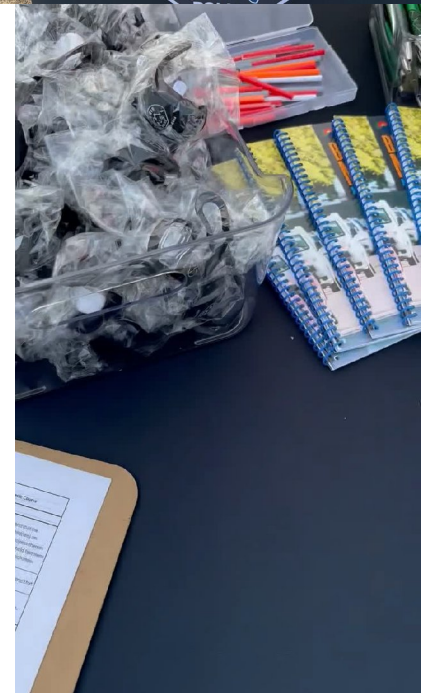
- November 'Buyer Beware' utility bill insert
- 1,500 flyers distributed by School Resource Officers
- Soaring Heights Parent Teacher Association video series
- Social media Weekly Recap video





Youth & Community Education

- CDOT Parent Education Class Resource shared with Erie Youth for Change
- Erie Youth for Change joined our booth at the Bike Derby Event. Gave out bike lights, reflector stickers, bike safety manuals, and helmets



teenbiketraining.com



Strategic Communication & Awareness

- Website
- CBS News Feature
- Social media engagement

Where are e-bikes Allowed?

All e-bikes may be used on roads and bike lanes. Treated like bicycles, e-bikes must follow the same rules of the road as regular bicycles, and must follow posted speed limits.

Class 1 and Class 2 e-bikes are allowed on park pathways, and must follow the 15 mph speed limit.

Where are e-bikes Prohibited?

E-bikes may be banned from certain parks, paths, and trails if signs are posted. Bikes of any kind are not allowed on any turf or native grass areas in town parks and open spaces, and must stay on designated trails at all times.

Class 3 E-bikes are not allowed on:

- Sidewalks
- Multi-use paths
- Park grass areas
- Trails
- Open space turf or native grass areas

E-Bikes

What is an e-bike?

An e-bike is a bicycle that:

- Has pedals you can use
- Has a small electric motor (750 watts or less)
- Has two or three wheels

| | Class 1 | Class 2 | Class 3 |
|--------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Pedal Assist | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Throttle | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Max Speed | 20 mph | 20 mph | 28 mph |

These are **not** e-bikes:

- Bikes that were changed to go faster than allowed
- Bikes that can be easily changed with a switch, app, or software to break the rules
- Electric dirt bikes (no pedals) are not "e-bikes" under Colorado law. Colorado's e-bike definition requires fully operable pedals and a motor rated at 750 watts or less. Because e-dirt bikes and e-motorcycles don't meet that definition, they're treated as a motor vehicle. If operated on public streets, motorcycles require a driver's license/endorsement, insurance, and the vehicles must be registered to operate, and follow Colorado roadway laws.

Not an E-bike

Speed Limits

Roads and Bike Lanes
On roadways and in bike lanes the only permitted public location for class 3 e-bikes, follow the posted speed limit.

Park Pathways and Sidewalks
On sidewalks, trails, and pathways, the speed limit is 15 mph, or slower.

Town Park Rules

Bikes of any kind are not allowed on any Town-maintained park turf or native grass areas and open spaces, and must stay on designated trails at all times.

Class 1 & 2 e-bikes are not permitted on any Town-maintained park turf or native grass areas and open spaces. Class 3 and 2 e-bikes are permitted on Town-maintained multi-purpose, natural surface, and engineered trails, e-bikes are not permitted on the pump track.

Class 3 e-bikes are not permitted on any Town-maintained park turf or native grass areas and open spaces. Multi-purpose, natural surface, the pump track, or engineered trails.

- Sidewalks, Trails, Paths
- Multi-use Paths
- Open Space and Turf
- Parks and Recreation National Code Regulations

Town Ordinances & State Law

- [Town of Erie Ordinance 001-0001 \(see section 5.1.1.1\) updated on Jan 23, 2018](#)
- [Town of Erie Ordinance 8.1.1.1](#)
- [Town of Erie Ordinance 8.1.1.2](#)
- [Town of Erie Ordinance 8.1.1.3](#)
- [Colorado Revised Statutes Title 10, Article 10, Section 10-10-101](#)
- [Colorado Revised Statutes Title 10, Article 10, Section 10-10-102](#)

Electric Dirt Bikes & Electric Motorcycles

Electric dirt bikes (no pedals) are not "e-bikes" under Colorado law. Colorado's e-bike definition requires fully operable pedals and a motor rated at 750 watts or less. **Because e-dirt bikes and e-motorcycles don't meet that definition, they're treated as a motor vehicle. If operated on public streets, motorcycles require a driver's license/endorsement, insurance, and the vehicles must be registered to operate, and follow Colorado roadway laws.**

Electric motorcycles that are not registered may be used on private property, with the property owner's permission.

For more on motorcycles, view the [Colorado Motorcycle Operators Handbook](#).

Toy Vehicles

Prohibited Use
Motorized toy vehicles (like motorized skateboards, motorized scooters, motorized roller skates, etc) are **not allowed** on public roads, sidewalks, parks, trails, parking lots, or other public spaces ([Ordinance 8-11-1](#)).

Parental Responsibility
Parents/guardians cannot allow minors to violate this rule.

Allowed Use

- On private property with the property owner's permission.
- In designated areas marked for motorized toy use **if no such public space exists in Erie.**

Types of e-bikes

Explaining e-bike types helps everyone understand where they can ride, how fast they can go, and how to keep shared spaces safe.

Note: Vehicles that act like motorcycles—even if they look like bikes—are treated as motorcycles under the law.

Class 1 e-bike
Motor helps only when you pedal and stops assisting at 20 mph, and has an electric motor of 750 watts or less.

Class 2 e-bike
Motor can work with or without pedaling and stops assisting at 20 mph, and has an electric motor of 750 watts or less.

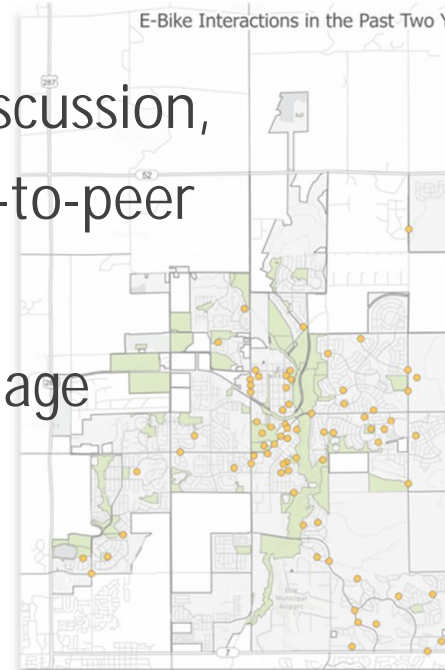
Class 3 e-bike
Motor helps only when you pedal and stops assisting at 28 mph, and has an electric motor of 750 watts or less.

| | Class 1 | Class 2 | Class 3 |
|--------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Pedal Assist | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Throttle | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Max Speed | 20 mph | 20 mph | 28 mph |



Data-Informed Signage & Visibility

- Piloted temporary signage in high-traffic areas based on metrics
- Signage sparked widespread discussion, increased awareness, and peer-to-peer education online
- Parks Division - permanent signage





Enforcement

- Enforcement is ongoing and addressing violations as they arise
- Directed enforcement efforts will take place this summer on numerous dates in June and July
- Enforcement actions are guided by safety risks and repeat behaviors.

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Colorado law enforcement cracks down on modified e-bikes: "These are extremely dangerous"


By Sarah Horbacewicz
Updated on: March 12, 2026 / 10:02 AM MDT / CBS Colorado

[Add CBS News on Google](#)

Law enforcement agencies across Colorado's Front Range are cracking down on high-powered electric bikes after recent dangerous incidents involving teenagers riding vehicles that can legally qualify as motorcycles.

Body and dash cam footage from Erie and Boulder police show teens riding the motorized bikes where they shouldn't or doing tricks in the roadways.

"You're doing wheelies on a motorcycle in the park," an Erie police officer says to a high school student during a stop at the community skate park earlier this month, "Do you have insurance and registration and a license for this?" The rider responds no.



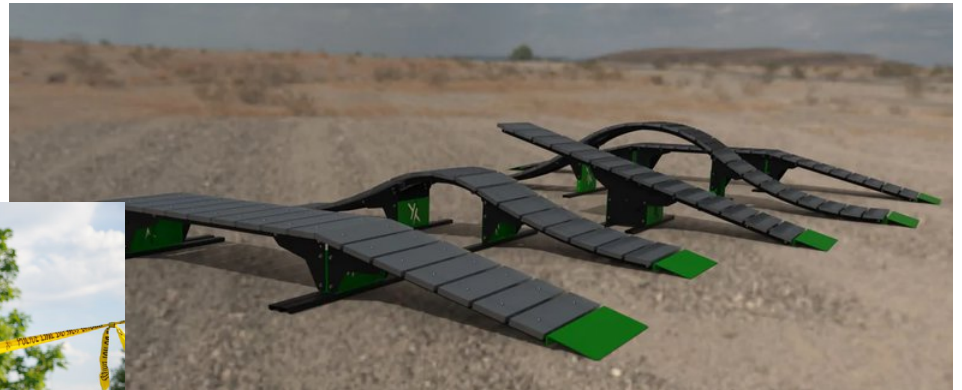
Erie Police Department

Salaman says many of the vehicles being stopped fall into a category



Next Steps

- Pump Track SRO Visits
- July 3rd social media - rules of the event
- National Night Out - Tuesday, Aug. 4 at Erie Community Park
- Safety Course for e-Bikes





Questions & Discussion





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-330, **Version:** 1

SUBJECT:

Erie Youth for Change Annual Presentation

DEPARTMENT: Parks & Recreation

PRESENTER: Savannah Shifrin, Recreation Coordinator - General Interest

TIME ESTIMATE: 10 minutes

FISCAL SUMMARY:

N/A

POLICY ISSUES:

N/A

STAFF RECOMMENDATION:

Information Only

SUMMARY/KEY POINTS

This will be a brief presentation highlighting the accomplishments of Erie Youth for Change this year.

The presentation will include:

- A brief video of this past year's accomplishments
- Overview of their 2026-2027 goals

BACKGROUND OF SUBJECT MATTER:

In 2024, staff established the Erie Youth for Change committee to create a dedicated platform for youth and teens to share perspectives and provide input on issues impacting their peers and the broader community. Each year, committee members elect a leadership team, establish annual goals, and lead the planning and implementation of their own events and initiatives. Erie Youth for Change also provides annual updates to Town Council, highlighting the group's projects, accomplishments, and ongoing efforts to elevate youth voice and engagement within the community.

ATTACHMENT:

1. Brochure

Meet our Group

EYC is a group of 10 teenagers in Erie committed to service and community change.

Claire - Erie High School

Elise - Peak to Peak Charter

Harshita - Centaurus High School

Maris - Erie High School

Marisa - Erie High School

Neha - Peak to Peak Charter

Owen - Peak to Peak Charter

Pranavi - Peak to Peak Charter

Sam - Peak to Peak Charter

Trisha - Peak to Peak Charter

Tyler - Peak to Peak Charter



Goals for Next Year



1. Host a summer teen event (Pickleball Tournament planned in June)
2. Increase local teen engagement with one new program or event
3. Collaborate with another teen advisory group from another municipality

Erie Youth for Change



2025-2026

About Us

Erie Youth for Change (EYC) serves as a connection between the youth of Erie and the Town. Members work with town staff and other local organizations on teen-specific issues in our community and produce projects and programs to improve the quality of life of their peers. EYC works to build an inclusive community, consisting of various groups, identities, and cultures.



Intergenerational Connection Focus



Highlights:

- Hosted a table at **Boo on Briggs** Event
- Attended a **Frederick Youth Council** Meeting to give input on Youth Mental Health Event
- Collaborated with Erie PD on eBike awareness at the **Strider Bike Derby Event**
- Supported the Cultural Arts department at **Dia de Los Muertos** Event
- Supported **Prom Shop and Swap** event

Tech Fast

This year, we continued our successful TechFast event. We helped answer community members' questions about their technology and provided breakfast-style refreshments to everyone that stopped by!

Gingerbread Making

Over Winter Break, EYC had the opportunity to collaborate with Camp Erie to host a Gingerbread Making event, with various stations including arts and crafts and other games. We hosted over 30 campers!





TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-346, **Version:** 1

SUBJECT:

An Ordinance of the Town Council of the Town of Erie Consolidating all Provisions of the Erie Municipal Code Related to Penalties and Enforcement for Code Violations

DEPARTMENT: Town Attorney

PRESENTER(S): Breena N. Meng, Town Attorney

TIME ESTIMATE: 10 minutes

For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

N/A

POLICY ISSUES:

The proposed ordinance is designed to align current case law and make Title 10 revisions for consistency.

STAFF RECOMMENDATION:

Approve Ordinance to consolidate penalties and enforcement for Code violations.

SUMMARY/KEY POINTS

The proposed ordinance will align the Erie Municipal Code with current case law and consolidate the penalties and enforcement provisions of the Code.

- Municipal penalties cannot impose fines or jail time in excess of the equivalent state offense.
- Title 10 revisions relocate and formalize existing language for consistency.

BACKGROUND OF SUBJECT MATTER:

The recent decisions in *In re People v. Camp* and *In re People v. Simons*, 2025 CO 64 (Colo. 2025) provide for a maximum penalty for equivalent state offenses. The changes are designed to comply with Colorado case law as well as provide clarity for users.

ATTACHMENT(S):

1. Proposed Ordinance

2. Planning Commission Adopted Resolution P26-08

**Town of Erie
Ordinance No. 023-2026**

**An Ordinance of the Town Council of the Town of Erie
Consolidating all Provisions of the Erie Municipal Code Related to
Penalties and Enforcement for Code Violations**

Whereas, the Town Council finds it is in the best interest of the public health, safety and welfare to consolidate all provisions related to penalties and enforcement throughout the Erie Municipal Code and to comply with the recent Colorado Supreme Court decision *In re People v. Camp* and *In re People v. Simons*, 2025 CO 64 (Colo. Dec. 25, 2025).

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

Section 1. Section 1-4-4 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

1-4-4 – General penalty.

A. *Violations:* It is unlawful for any person to violate any provision of this Code.

B. *Penalty:*

1. A violation of any provision of this Code shall be punished by a fine not to exceed two thousand six hundred and fifty dollars (\$2,650), imprisonment not to exceed three hundred and sixty-four (364) days, revocation, withholding, or suspension of a license, permit, or franchise, abatement, restitution for actual damage or loss caused, administrative sanctions, or any combination thereof. The Municipal Court shall establish a schedule of fines, more particularly stating the maximum penalties for each criminal and noncriminal violation of the ordinances of the Town, which shall be posted in accordance with C.M.C.R. 210(b)(5).

2. Any violation for which a Town penalty exceeds a maximum penalty amount for an identical state law offense shall be instead subject to the maximum penalty amount established in C.R.S. §§ 18-1.3-501(1)(a.5) and 18-1.3-503(1.5).

3. A person charged with a noncriminal violation shall not be entitled to a trial by jury and shall not be subject to incarceration upon conviction. A person eighteen (18) years of age or older charged with a criminal violation may be entitled to a trial by jury upon meeting the requirements of C.M.C.R. 223.

4. A violation of the Model Traffic Code shall be subject to Section 6-11-12.

C. *Continuing violation:* A person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued, or permitted by any such person.

D. *Voluntary pleas:* Any voluntary plea of guilty or nolo contendere to the original charge or to a lesser or substituted charge shall subject the person to pleading to all of the fines and penalties applicable to the original charge.

E. *Noncriminal violations enumerated:* The following Sections of this Code are designated noncriminal violations.

| | |
|--------------------|---|
| 4-9-10 | Marijuana business violations |
| Title 5, Chapter 1 | Nuisances |
| 5-2-4 | Erie Municipal Cemetery violations |
| 6-2-1 | Criminal attempt (where the counterpart violation is noncriminal) |
| 6-2-2 | Conspiracy (where the counterpart violation is noncriminal) |
| 6-2-3 | Complicity |
| 6-2-4 | Accessory to crime |
| 6-4-7A | Knowingly projecting any missile at vehicles |
| 6-4-7B | Knowingly projecting any missile at any building |
| 6-6-3 | Avoiding payment of admission fees |
| 6-6-4D | Injury to or removal of street signs |
| 6-6-4E | Defacing posted notice |
| 6-6-7 | After hours presence in Municipal facilities and grounds |
| 6-6-8 | Protection of gardens and crops |
| 6-6-9A | Littering generally |
| 6-6-9B | Truckloads causing litter |
| 6-6-9C | Advertisements |
| 6-6-10 | Loitering on school grounds |
| 6-6-14 | Unlawful trash disposal |
| 6-6-17 | Unauthorized camping |

| | |
|-------------------------|---|
| 6-7-3A | Dog license required |
| 6-7-3B | Rabies vaccination required for dogs |
| 6-7-3C | Restraint and control of dogs |
| 6-7-3D1 | Noisy dogs |
| 6-7-3D2 | Dogs damaging property |
| 6-7-4C | Animal impoundment fees |
| 6-7-8A | Animal excrement; littering |
| 6-7-8B | Offensive animal premises |
| 6-7-9 | Dog parks |
| 6-8-9 | Misuse of Town services |
| 6-9-2 | Open alcohol containers |
| 6-9-3A2, A3, A4 | Underage possession, consumption or sale of alcohol |
| 6-10-1 | Fireworks |
| 6-10-2 | Abandoned containers, wells or cisterns |
| 6-10-3A1, A2, B1, B2, D | Possession of marijuana |
| 6-10-4 | Possession of drug paraphernalia |
| 6-10-5 | Releasing toxic vapors |
| 6-10-7 | Snow and ice removal |
| 6-10-8 | Minors – cigarettes and tobacco products |
| 6-10-9 | Minors – curfew |
| 6-10-10 | Public urination |
| 6-10-11B | Possession of marijuana accessories |
| 6-10-18 | Sitting or lying down in public rights-of-way |
| 6-11-3 | Motor scooters |
| 6-11-4 | Aircraft crossing Town streets and roadways |
| 6-11-14 | Golf cars |
| 6-11-15 | Providing false evidence of proof of motor vehicle insurance; penalty |
| 6-12-3 | Unlawful property conditions |

| | |
|--------------------|--|
| 6-12-6 | Storage and removal of garbage and rubbish |
| 6-12-7 | Obstructing public ways with garbage and rubbish |
| 6-12-8 | Compost piles |
| 6-13-3 | Growth or accumulation of weeds and brush |
| 6-13-4 | Height of grasses |
| Title 7, Chapter 3 | Trees and shrubs |

F. *Criminal violations enumerated:* The following Sections of this Code are designated criminal violations.

| | |
|---------|--|
| 1-4-13 | Contempt of court |
| 5-3-5H | Business license required (cultivation of medical marijuana) |
| 5-3-6F | Registration required (cultivation of medical marijuana) |
| 5-3-14A | Nuisance declared (cultivation of medical marijuana) |
| 6-2-1 | Criminal attempt (where the counterpart violation is criminal) |
| 6-2-2 | Conspiracy (where the counterpart violation is criminal) |
| 6-2-3 | Complicity (where counterpart violation is criminal) |
| 6-2-4 | Accessory to crime |
| 6-3-2 | Carrying a concealed weapon |
| 6-3-3 | Prohibited use of weapons |
| 6-3-6 | Carrying weapons in Town buildings, indoor facilities |
| 6-4-1 | Assault |
| 6-4-3 | Disorderly conduct |
| 6-4-4 | Harassment |
| 6-4-5 | Menacing |
| 6-4-6 | Reckless endangerment |
| 6-4-7C | Knowingly projecting any missile at any person |
| 6-4-7D | Knowingly projecting any missile at or against a bicycle |
| 6-5-1 | Public indecency |
| 6-6-1 | Theft |
| 6-6-2 | Fraud by check |

| | |
|------------------------------------|---|
| 6-6-4A | Criminal mischief |
| 6-6-4B | Damage to public property |
| 6-6-4C | Defacing public and private property |
| 6-6-5 | Tampering with utility meter |
| 6-6-6 | Trespass |
| 6-6-12 | Theft by receiving |
| 6-6-13 | Criminal tampering |
| 6-6-15 | Fire setting |
| 6-7-7 | Cruelty to animals |
| 6-8-1 | Failure to obey required court appearance |
| 6-8-2 | Resisting arrest |
| 6-8-3 | Obstructing emergency officials |
| 6-8-4 | Obstructing government functions |
| 6-8-5 | Escape |
| 6-8-6 | Refusing to aid police officers |
| 6-8-7 | False reports |
| 6-8-8A | Impersonating a police officer |
| 6-8-8B | Impersonating a public servant |
| 6-8-10 | Disrupting lawful assembly |
| 6-8-11 | Fail to obey lawful order |
| 6-8-12 | Threatening public official, Town employee |
| 6-8-13 | Public buildings; trespass, interference |
| 6-9-3A1 | Underage possession, consumption or sale of alcohol |
| 6-9-6 | Conduct prohibited in liquor establishments |
| 6-10-3A3, A4, A5, B3, B4, B5 | Possession of marijuana |

G. *Presumption of noncriminal violation:* Any provision of this Code or any ordinance of the Town not specifically designated as noncriminal or criminal in nature shall be presumed to be noncriminal, provided there is no

counterpart state statute for which, upon conviction, incarceration is possible.

Section 2. Section 1-4-5 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

1-4-5 – Juveniles.

Any person who at the time of the commission of a violation was at least ten (10) years of age, but not eighteen (18) years of age, and who is subsequently convicted of or pleads guilty or nolo contendere to a violation of any provision of this Code shall be punished by a fine of not more than one thousand dollars (\$1,000).

Section 3. Section 6-4-7 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

6-4-7 - Throwing missiles.

- A. It is unlawful for any person to knowingly project any missile at or against any vehicle or equipment designed for transportation of persons or property.
- B. It is unlawful for any person to knowingly project any missile at or against any public or private building without the consent of the owner.
- C. It is unlawful for any person to knowingly project any missile at any person, unless done with the knowledge and consent of such person during a recognized athletic game and with a ball, puck, or other object used in such game for such purpose.
- D. It is unlawful for any person to knowingly project any missile at or against a bicyclist.
- E. As used herein, "missile" means any object or substance.

Section 4. Sections 6-6-12, 6-6-13 and 6-6-14 of the Erie Municipal Code are hereby repealed in their entirety and reenacted as follows:

6-6-12 - Theft by receiving.

It is unlawful to receive, retain, loan money by pawn, or pledge on, or dispose of anything of value of another, knowing or believing that the thing of value has been stolen, and when he intends to deprive the lawful owner permanently of the use or benefit of the thing of value.

6-6-13 - Criminal tampering.

It is unlawful to tamper with property of another with intent to cause injury, inconvenience, or annoyance to that person or another person.

6-6-14 – Unlawful trash disposal.

It is unlawful to deposit, throw, or leave any litter, trash, or debris in the trash receptacle or container of a business intended only for use by the business, unless the owner or operator of the business has granted express permission to deposit, throw, or leave the litter in the trash receptacle or container.

Section 5. Section 6-8-10 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

6-8-10 – Disrupting lawful assembly.

It is unlawful for any person, intending to prevent or disrupt any lawful meeting, procession, or gathering, to significantly obstruct or interfere with the meeting, procession, or gathering by physical action, verbal utterance, or any other means.

Section 6. Section 6-8-12 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

6-8-12 – Threatening public official.

It is unlawful for any person to communicate threats of violence, reprisal, or any other injurious act to any public official, Town employee, or agent, who is engaged in the performance of his or her official duties.

Section 7. Section 6-10-10 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

6-10-10 – Public urination.

It is unlawful for any person to urinate in any public place where such conduct is likely to be viewed by any other person, unless such voiding is made into a receptacle that has been provided for that purpose that stores or disposes of the waste in a sanitary manner and that is enclosed from view of the general public.

Section 8. Section 6-11-12 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

6-11-12 – Violation and penalties.

- A. *Violation:* It is unlawful to violate any provision of this Chapter or the Model Traffic Code adopted by this Chapter.
- B. *Civil traffic infractions:* The penalty for a civil traffic infraction shall be a fine not to exceed one thousand dollars (\$1,000).

C. *Noncivil traffic offenses:*

1. Noncivil traffic offenses are as follows:

| Model Traffic Code Section | Description of Offense | Points |
|----------------------------|---------------------------------------|--------|
| 1101 | Speeding (25-39 mph over speed limit) | 6 |
| 1101 | Speeding (40+ mph over speed limit) | 12 |
| 1105 | Speed contest | 12 |
| 1401 | Reckless driving | 8 |
| 1409 | Compulsory insurance | 4 |
| 1413 | Eluding or attempting to elude police | 12 |
| 1903 | Failing to stop for school bus | 6 |

2. An individual eighteen (18) years of age or older convicted of a traffic offense may be incarcerated for a period not to exceed three hundred and sixty-four (364) days, or fined by an amount not to exceed two thousand six hundred and fifty dollars (\$2,650), or both, and a juvenile under the age of eighteen (18) years at the time of the offense may be fined by an amount not to exceed one thousand dollars (\$1,000).

D. *Zone increases.* Penalties for traffic infractions and offenses in a designated maintenance, repair, or construction zone pursuant to Section 614, in a designated school zone pursuant to Section 615, or in a designated wildlife crossing zone pursuant to Section 616, shall be double the penalty for such violation as set forth above.

E. *Overweight vehicles:* Upon conviction, entry of a guilty plea, or a plea of *nolo contendere* to a violation related to the size, weight, or load of a vehicle or truck, the court may impose a fine not to exceed two thousand six hundred and fifty dollars (\$2,650) per count.

Section 9. Section 6-11-15 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

6-11-15 – False evidence of insurance.

It is unlawful to offer, use, or attempt to offer or use any means, manner, type of paper, document, card, digital image, or any other proof of motor vehicle insurance required by state and local law to a law enforcement officer, judge, prosecutor, or other Town employee with the intent to mislead that individual regarding the status of any motor vehicle liability

insurance policy, where such means, manner, type, or kind of proof of insurance is known or should be known by the person to be false, fraudulent, or incorrect in any material manner or way, or which is known or should be known by the person to be altered, forged, defaced, or changed in any material respect, unless such changes are required or authorized by law.

Section 10. Section 6-11-19 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

6-11-19 – Engine compression or dynamic braking devices.

It is unlawful to operate a motor vehicle in the Town with an engine compression or dynamic braking device engaged, including without limitation what are commonly referred to as "Jacob brakes" or "Jake brakes."

Section 11. Section 7-3-16 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

7-3-16 – Damage to trees.

A. *Repair.* Any person who injures, damages (including by excessive pruning or topping), or destroys any tree located on Town property or within a public right-of-way shall repair said damage to the satisfaction of the Town arborist.

B. *Damages.* If the Town arborist deems a tree or other woody plant to be damaged beyond repair, the responsible person shall compensate the Town either the lost monetary value of the tree or other woody plant, as determined by the current edition of "The Guide For Establishing Values of Trees and Other Plants" by the Council of Tree and Landscape Appraisers, or the cost of replacing the tree, as determined by the Town arborist.

C. *Cost recovery.* Any person causing removal of any tree or other woody plant from Town property or public right-of-way without a permit shall reimburse the Town for three (3) times the appraised value of said tree or other woody plant.

Section 12. Section 9-2-2 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

9-2-2 – Sewer tap required.

It is unlawful to construct, alter, or repair a building in the Town unless the sewer tap fee has been fully paid and satisfactory proof of such payment has been furnished to the Town.

Section 13. Chapter 10 of Title 10 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

Chapter 10. – Enforcement

10-10-1 – Violation and penalty.

A. It is unlawful to erect, construct, reconstruct, remodel, alter, maintain, expand, move, or use any land, building, structure, or sign in violation of any provision of this UDC or any permit or other approval issued under this UDC.

B. Each day that a violation of this UDC occurs or remains uncorrected shall constitute a separate and distinct violation.

C. A violation of this UDC shall be subject to the penalties set forth in Section 1-4-4. In addition to the penalties set forth in Section 1-4-4, a violation of this UDC shall be subject to the following:

1. The Director may deny, revoke, or withhold all entitlements, including permits and certificates of occupancy, until the alleged violation is corrected. This provision shall apply whether or not the current owner or applicant is responsible for the violation.

2. With or without revoking permits, the Director may issue an order to stop work on any property on which there is an uncorrected violation of either a provision of this UDC or of an entitlement or other authorization issued under this UDC. The stop work order shall be in writing and posted at the site of the work and shall specify the alleged violations. After the stop work order has been posted, no work shall proceed on the building, structure, or land covered by such order, except to correct the violation or comply with the order.

Section 14. Section 10-12-7 of the Erie Municipal Code is hereby repealed in its entirety and reenacted as follows:

10-12-7 – Permit transfer and inspection.

A. *Transfer of permits:* A permit may be transferred only with the prior consent of the Town Council. In approving any transfer, the Town Council must ensure: that the proposed transferee can and will comply with all the requirements, terms, and conditions contained in the permit and these regulations; that such requirements, terms, and conditions remain sufficient to protect the health, welfare, and safety of the public; and that an adequate guarantee of financial security can be made.

B. *Inspection and notifications to local government designee ("LGD"):*

1. *Inspection:*

a. The Town may enter and inspect any property subject to these regulations at reasonable hours for the purpose of determining whether the development is in violation of these regulations. The Town will attempt to provide reasonable notice of inspections, but reserves the right to conduct unannounced inspections.

b. Upon request, the operator shall make available to the Town all records required to be maintained by the following agencies: the Colorado Department of Public Health and Environment (CDPHE), including permits, Air Pollutant Emission Notices (APENs), and other documents; the Colorado Energy and Carbon Management Commission (ECMC); the Colorado Public Utilities Commission (PUC); the Occupational Safety and Health Administration (OSHA); and the Pipeline and Hazardous Materials Safety Administration (PHMSA).

2. *Notification to LGD:* In addition to any notice required by state law, operators shall provide notice of the following to the Town's LGD:

a. Ten (10) days prior to removal of any tank or other equipment;

b. Thirty (30) days prior to activities associated with plugging and abandonment of any well;

c. Thirty (30) days following plugging and abandonment of a well, accompanied by a photograph of welded cap on well with API number of well, plaque, and GPS coordinates of the well;

d. Thirty (30) days prior to planned maintenance activities and workover activities; and

e. Thirty (30) days following maintenance activities taken in response to emergencies.

Section 15. Sections 1-4-6, 1-4-7, 1-4-16, 1-8-10, 1-9-15, 2-2-6, 2-11-5, 4-1-9, 4-5-8, 4-7-2, 4-12-3, 4-14-3, 4-15-9, 6-8-11(C), 6-11-4(C), 6-12-9, 6-12-10, 6-12-11, 6-12-12, 6-13-7, 7-3-14, 7-5-3, 7-6-16, 8-1-19, 8-2-13, 8-4-16, 8-5-11, 9-1-12, 10-10-2, 10-14-11, and 10-15-5 of the Erie Municipal Code are hereby repealed in their entirety.

Section 16. 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 17. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety, and welfare.

Section 18. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

Introduced, Read, Passed and Ordered Published this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**Town of Erie
Planning Commission
Resolution No. P26-08**

**A Resolution of the Planning Commission of the Town of Erie
Recommending that the Town Council Adopt an Ordinance
Consolidating all Provisions of the Erie Municipal Code Related to
Penalties and Enforcement for Code Violations**

Whereas, the Planning Commission finds it in the best interest of the public health, safety and welfare to consolidate all provisions related to penalties and enforcement throughout the Erie Municipal Code and to comply with the recent Colorado Supreme Court decision *In re People v. Camp* and *In re People v. Simons*, 2025 CO 64 (Colo. Dec. 25, 2025).

Now, Therefore be it resolved by the Planning Commission of the Town of Erie, Colorado, that:

Section 1. Findings. Upon consideration of the ordinance, hearing the statements of Town staff and the public, and giving due consideration to the matter, the Planning Commission finds and determines as follows:

- a. The ordinance, as attached hereto, meets the applicable criteria set forth in Title 10 of the Erie Municipal Code (the "UDC"); and
- b. The ordinance is consistent with the Comprehensive Plan.

Section 2. Decision. Based on the foregoing findings, the Planning Commission hereby recommends that the Town Council adopt the ordinance as attached hereto.

Adopted this 6th day of May, 2026.



 Ben Hemphill, Chair

Attest:



 Melinda Helmer, Secretary



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-338, **Version:** 1

SUBJECT:

Water Allocation Policy and Implementation Items

- 1) An Ordinance of the Town Council of the Town of Erie Amending Chapter 1 of Title 8 of the Erie Municipal Code to Amend the Water Dedication and Fee in Lieu of Water Dedication Requirements;
- 2) A Resolution of the Town Council of the Town of Erie Approving and Adopting the Town of Erie Water Allocation Policy;
- 3) A Resolution of the of the Town Council of Erie Adopting the Town's Fee Schedule; and
- 4) An Ordinance of the Town Council of the Town of Erie Amending Section 9-1-2 of Chapter 1 of Title 9 of the Erie Municipal Code to Revise the Local Amendments Related to Permitting in the International Residential Code

DEPARTMENT: Planning & Development
Utilities

- Economic Development
- Finance
- Communications & Community Engagement
- Public Works
- Parks & Recreation

PRESENTER(S): Sarah Nurmela, AICP, Planning & Development Director
Todd Fessenden, Utilities Director

TIME ESTIMATE: 75 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:
The fiscal impact is described in the attached documents.

POLICY ISSUES:
The purpose of this policy is to ensure that community goals and needs are matched with the Town’s water resources available for allocation. Outcomes are aligned to:

- Allocate the Town’s remaining water rights for purposes aligned with the Town’s strategic priorities and Comprehensive Plan vision; and

- Establish a clear framework for staff to implement and periodically update this policy.

STAFF RECOMMENDATION:

- 1) Adopt An Ordinance of the Town Council of the Town of Erie Amending Chapter 1 of Title 8 of the Erie Municipal Code Regarding Water Dedication and Fee in lieu of Dedication;
- 2) Approve a Resolution of the Town Council of the Town of Erie Approving the Town of Erie Water Allocation Policy;
- 3) Approve A Resolution of Town Council Adopting the Town's Fee Schedule; and
- 4) Adopt An Ordinance of Town Council of the Town of Erie Amending Section 9-1-2 of Chapter 1 of Title 9 of the Erie Municipal Code to Revise the Local Amendments Relating to Permitting in the International Residential Code

SUMMARY/KEY POINTS

- The Town is limiting its water allocations to a fixed amount for the next six years to accommodate delays in several water projects.
- Water allocation amounts by land use are planned to prioritize public benefit and economic opportunity in the Town and will include limited allocations for residential development.
- Staff proposes multiple code updates in Titles 8 and 9 of the Municipal Code to implement the policy.
- The Water Dedication Fee is being updated to reflect the current cost the Town is spending on new water resources.

BACKGROUND OF SUBJECT MATTER:

In response to unexpected delays in the Town’s water acquisition strategy, the Town is modifying its approach to water allocation for new development. The delays in delivery of water resources from Chimney Hollow (Windy Gap Firing Project) and the Northern Integrated Supply Project (NISP) will result in a constrained water supply over the next six years. Given planned public facilities, parks, as well as entitled and planned residential and commercial development, staff anticipate requests for existing Town water dedication will exceed available supply. The Water Allocation Policy (Attachment 1) outlines the Town’s approach to the allocation of the remaining Town water supply to ensure continued growth and economic development. Implementation of the policy is accompanied by updates to Titles 8 and 9 in the Municipal Code and an update to the Town’s Water Dedication Fee. This policy will be reevaluated once the Town begins receiving anticipated water from Chimney Hollow which is currently anticipated to be in 2031.

Water Supply & Development Activity

Erie’s water supply is used by Town facilities, parks, and services as well as residences, schools, construction activity, and businesses. Current supply serves approximately 14,100 housing units and

1.7M square feet of non-residential development, not including public facilities. Attachment 2 provides an overview of the Town's water supply and sources. As of April 2026, approximately 749 acre-feet (AF) of water are not allocated and are available to new capital projects and development over the next six years. During this period, the Town anticipates multiple public projects that will require Town water supply. New development is also underway, with multiple neighborhood-scale residential developments and commercial projects in various stages of planning and entitlement.

Projects are allocated water when a building permit is issued and fees are paid. A project must be fully entitled (zoned and platted) to be eligible to apply for a building permit. Attachment 3 provides an overview of current development activity, including projects in all stages of planning and entitlement.

Water Allocation Policy

The Water Allocation Policy outlines an annual process for the strategic allotment of the remaining Town water resources. The policy is structured to maximize the public benefit of the Town's remaining water supply with public serving uses, commercial, and residential development. Additionally, developers are encouraged to bring external water resources to serve new projects.

Each year, the Town will allocate a specific amount of acre feet of water for allocation. The available supply will be confirmed by Council at the beginning of each year and will be adjusted based on new water acquisitions, infrastructure capacity, development pipeline, and market demand. Unassigned allocations will be carried forward to subsequent years. Projects that provide their own water resources will not count against the Town's annual allocation.

The annual bank of allocations will be distributed into five categories. The total allocation, categories, and proposed allocations for the remainder of 2026 are described below. These percentages will likely change each year, in relation to the needs of the capital improvement plan and development pipeline.

- **Total Allocation Remaining for 2026: 125 AF**
- Contingency Use: 10%
- Public Projects: 10%
- Economic Development: 15%
- Residential: 65%
- Affordable Housing: 0%

The water allocation in each category will be available on a first come, first serve basis, and assigned at payment of water dedication fee in lieu. This payment can be made at application of building permit or issuance of building permit. Residential allocations may be further limited each month to ensure building activity is supported throughout the course of the year. Building permit applications can only be made once projects are entitled and platted, and initial infrastructure is approved by Public Works.

Developments that do not receive a Town allocation may proceed by bringing their own water resources to the Town to serve their project, subject to Town approval as specified in the existing Town code. Finally, issued allocations that expire due to inactivity either at application or after issuance of a building permit will be returned to the Town's allocation bank for the year.

Code Updates to Support the Water Allocation Policy

Updates to Titles 8 and 9 provide clarification of language and timelines associated with water allocation in the Town.

- The change to Title 8, Chapter 1 removes the preference for fee-in-lieu payments to the Town for water dedication and allows developers to bring water, subject to the Town's review and acceptance.
- Changes to Title 9, International Residential Code in Chapter 1 ensure that building permit applications and issuances are not pursued speculatively while allocations are limited. The length of active application and permits is reduced from 180 days to 90 days.
- Additionally, the definition of actively pursuing construction is expanded to ensure vertical development is underway. Extensions of both application and permit will still be possible.

Fee Update for Water Dedication

The Town continues to purchase water, most recently acquiring 123 shares of Colorado-Big Thompson (CBT) water this past year. The cost of water acquisition continues to rise. The Town will increase the Water Dedication Fee to ensure the Town collects a fee in lieu that is commensurate with current water costs.

- Current Water Dedication Fee is \$31,400 per Single Family Equivalent (SFE) (\$69,800 per AF).
- New Water Dedication Fee is proposed to be \$52,200 per SFE (\$116,000 per AF)

The updated fee for Erie is compared to other surrounding municipalities and water providers in Attachment 11.

Next Steps

The emergency ordinance enacting the code updates will immediately implement the Water Allocation Policy upon adoption. The intent of distribution of the Town's remaining water allocations is to ensure economic activity and complementary residential development continues to occur, maximizing fiscal health and opportunity. The immediate enactment of the updates will ensure the limited supply of the Town's water allocations are utilized for new construction and not held for extended periods of time by inactive projects. Additionally, the updates will further support developers' ability to bring their own water for projects.

If the Water Allocation Policy and associated updates are approved, Town staff will provide information and FAQs on the Town website. Staff will also hold one or more informational meetings with developers to address any questions on the updates or process for allocations.

ATTACHMENT(S):

1. Water Allocation Policy
2. Water Resources Overview
3. Development Overview
4. Presentation
5. Resolution Adopting Water Allocation Policy
6. Ordinance updating Title 8
7. Ordinance updating Title 9
8. Published Notice
9. Resolution Updating Fee Schedule
10. 2026 Fee Schedule Revised
11. 2026 Fee Schedule Redlined
12. Water Dedication Fee Comparison

**Town of Erie
Ordinance No. 024-2026**

**An Ordinance of the Town Council of the Town of Erie Amending
Chapter 1 of Title 8 of the Erie Municipal Code to Amend the Water
Dedication and Fee in Lieu of Water Dedication Requirements**

Whereas, the Town of Erie's (the "Town") water supply currently serves approximately 14,000 housing units and 1,700,000 square feet of non-residential, private development;

Whereas, the Town is a participant in the Windy Gap Firming Project, which was originally scheduled to begin filling in 2025 and begin deliveries as soon as 2026 and add 1,900 Acre Feet ("AF") of firm capacity to the Town's water supply;

Whereas, due to delays out of the Town's controls, the Windy Gap Firming Project is not anticipated to distribute water to the Town until 2032;

Whereas, as of May 2026, the Town has limited inventory of unallocated water that is available for (i) the extension of the Town water service for which a tapping charge is assessed or (ii) any increase in Town water service resulting from a change in use of property, an increased use of property, or an increase in irrigated area;

Whereas, the Town has continued to acquire additional Colorado-Big Thompson ("CBT") units to increase the Town's available and unallocated water supply;

Whereas, pursuant to Chapter 1 of Title 8 of the Erie Municipal Code (the "Town of Erie Water Ordinance"), the Town has historically required property owners who desire to be served with water from the Town's water system, or who desire to change land uses which increase the water usage at a property, to pay a fee in lieu of water dedication rather than dedicate water rights to the Town; and

Whereas, with the Town facing a limited water supply for the extension of water service, until deliveries from the Windy Gap Firming Project, Town Council desires to amend the Town of Erie Water Ordinance to allow for the dedication of water as an additional option to property owners for tapping into the Town's water system.

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

Section 1. Section 8-1-2 of the Erie Municipal Code is hereby amended as follows:

8-1-2 Interpretation.

This chapter shall be so interpreted and construed as to effectuate its general purpose to make uniform the terms and conditions for the dedication of water to and the

sale of treated water from the town water system. However, this chapter shall not be applied in a manner inconsistent with annexation agreements in existence prior to the effective date hereof.

Section 2. Section 8-1-3 of the Erie Municipal Code is hereby amended as follows:

8-1-3 Definitions.

Whenever in this chapter, the words hereinafter defined or construed in this section are used, they shall, unless the context requires other uses, be deemed to have the following meanings:

* * *

Day: ~~A 24-hour period beginning at 12:00 noon and ending at 12:00~~ measured from midnight to the next midnight of the same 24-hour period.

* * *

Fee in lieu of water dedication: ~~A "fee in lieu of water dedication" is required pursuant to section 8-1-9 of this chapter and related sections of this Code. The "fee in lieu of water dedication" is used primarily to acquire water rights for all beneficial uses. The "fee in lieu of water dedication" is a separate and distinct fee from tap fees as required in sections 8-1-8 and 8-1-18 of this chapter, and related sections of this Code. A fee in lieu of water dedication is an option made available, at the town's sole discretion, to satisfy water dedication requirements as described herein. This definition is not intended to revise references to the term "water tap", "water tap fee" or similar terms used in previous documents at such times when those terms were intended to include both the water tap fee and fees in lieu of water dedication.~~

* * *

Single-family equivalent unit or SFE unit (SFE): A number related to the volume of water necessary to meet the demand and use requirements, including consumptive use requirements, of an average dwelling unit on an average lot size of 7,000 square feet or less. The SFE unit value assigned to such average dwelling unit is 1.0. The SFE unit value assigned to each small home is 0.75, and an additional 0.1 SFE for each additional 1,000 square feet lot size over 2,000 square feet. The SFE unit value assigned to any particular dwelling unit on a lot size greater than 7,000 square feet may be greater than or equal to 1.0. The SFE unit value assigned to other uses shall be based on the town's estimated volume of water demanded and consumed by such uses as compared to the volume of water demanded and consumed by such average dwelling unit.

* * *

Water tap fee: A "water tap fee" is required for issuance of a water tap pursuant to sections 8-1-8 and 8-1-18 of this chapter and related sections of this Code. It is a separate and distinct fee from fees in lieu of water dedication ~~as required in section 8-1-9 of this chapter and related sections of this Code.~~ This definition is not intended to revise

references to the term "water tap", "water tap fee" or similar terms used in previous documents at such times when those terms were intended to include both the water tap fee and fees in lieu of water dedication.

Section 3. Section 8-1-9 of the Erie Municipal Code is hereby amended as follows:

8-1-9 Water rights dedications.

A. *Intent and purpose:* It is the intent and purpose of this chapter to require dedication of water rights or the payment of fees in lieu of water dedication for all uses ~~except the irrigation of parks and open space. For parks and open space, a person may elect to either pay such fees or dedicate water rights to the town.~~ Any dedication of water rights or payment of fees in lieu of water dedication ~~or dedication of water rights required for the irrigation of parks and open space~~ shall be sufficient to satisfy any new or additional demand for town water service resulting from the extension of water service, or any change in land use, within or outside the limits of the town, which will require new or additional water supply from the town, and thereby to assure an adequate and stable supply of water to all town water users, to ensure the financial stability of the town water utility, and to promote the general welfare of the public. However, water dedication or payment of fees in lieu of water dedication shall not be required for irrigation of new public parks and open space owned by the town or for new public buildings or structures owned by the town.

B. *Dedication required:*

1. From and after the effective date hereof, any person who seeks approval of any of the following:
 - a. An extension of water service;
 - b. Subdivision;
 - c. Any change in land use, within or outside the limits of the town, if such change in land use will increase the demand for town water service;

shall comply with the water dedication requirements of this section by the dedication of water rights or payment of paying fees in lieu of water dedication for all uses ~~except the irrigation of parks and open space. For parks and open space, a person may elect to either pay such fees or dedicate water rights for the irrigation of parks and open space in accordance with this chapter. The amount of water to be dedicated pursuant to this chapter will be determined based on the water and sewer demand analysis required by subsection C.~~ Wastewater from in house or in building uses shall either be treated by the town's municipal wastewater treatment facilities or other wastewater treatment facilities of equal efficiency which provide similar return flow patterns. If wastewater from in house or in building uses will not be treated by the town's municipal wastewater treatment facilities or other wastewater treatment facilities of equal efficiency and which provide similar return flow patterns, the

town shall increase the fee-in-lieu-of-water dedication requirement so that, after the payment of such fees, the water rights to be purchased by the town will produce an amount of deliverable and fully consumable water per year for each SFE which is sufficient to ensure an adequate supply of water to satisfy the proposed use or uses. However, water dedication or payment of fees in lieu of water dedication shall not be required for irrigation of new public parks and open space owned by the town or for new public buildings owned by the town.

2. Any person who ~~elects to dedicate~~ dedicates water rights to the town for ~~irrigation of parks and open space~~ pursuant to this chapter, shall designate, on forms to be prescribed by the town, all water rights proposed to be dedicated to the town and shall provide a legal description of the land for which an extension of water service is requested or for which approval of subdivision or a change in land use is sought and, in addition, shall provide a water and sewer demand analysis in conformance with subsection C. of this section. The form shall be accompanied by a historical use affidavit; except, that if the total number of acre feet is greater than 15-acre feet, the town may, in its discretion, require, in addition to the historical use affidavit, an engineering report prepared at said person's expense by an engineer experienced in water rights matters, which report is determined by the town to sufficiently analyze the historical use of the water right(s) proposed for dedication to the town.

* * *

4. The town shall have the right to make a redetermination of the water rights dedicated to the town for ~~the irrigation of parks and open space~~ in the event that revisions to the proposed extension of water service, subdivision, or change in land use are made subsequent to the determination set forth in subsection B.3. of this section.
5. The water dedication requirement shall be satisfied by the person seeking approval of the extension of water service, subdivision or a change in land use, whether or not that person will be the ultimate user of the town water service.

* * *

7. Any person required to ~~pay the town fees in lieu of~~ satisfy the water dedication requirements of this chapter, ~~as defined above~~, shall convey to the town all nontributary and not nontributary ground water underlying the land to be served. Said ground water shall be in addition to any water dedication hereunder, and no credit shall be given to said water for dedication purposes.

C. *Water and sewer demand analysis:*

1. Any person required to ~~pay the town fees in lieu of~~ satisfy the water dedication requirements of this chapter shall include with the subdivision submittal, or the request for extension of water service or change in land use, data sufficient to allow the town to fully analyze the probable water demand and consumption and the sewer service requirements for all uses of the property to be developed,

except single-family residential use that meets the definition of a "single-family equivalent unit (SFE)" in section 8-1-3 of this chapter. Said water and sanitary sewer demand data shall be based upon the specific development plan proposed by such annexor, developer or owner. The data shall include the entire property and shall provide information regarding all uses of the property. The data shall be sufficient to allow the town to analyze the water demands and consumption separately for all use categories except property which is platted and developed for single-family residential use that meets the definition of an SFE in section 8-1-3 of this chapter (e.g., single-family residential units and other uses that do not meet the definition of an SFE in section 8-1-3 of this chapter: multi-family residential, duplexes, apartments, commercial, industrial, parks, open space or others), and irrigation demands and consumptive use shall be set forth separately for each use category which is applicable to the property. However, indoor use for all dwelling units shall be 0.5 SFE's.

2. The person required to ~~pay the town fees in lieu of~~ satisfy the water dedication requirements of this chapter shall be responsible to pay the town for the analyses set forth in subsection C.1. of this section. If the town and said person agree on applicable water and sanitary sewer demands for the property prior to the town commencing the analyses referenced above, the town may advise such person that he is not required to pay for said analyses.
3. The town may conduct an annual audit of any project, except single-family residential uses that meet the definition of a SFE "single-family equivalent unit" in section 8-1-3, to confirm the adequacy of the water demand projections made in the analysis required by subsection C.1 by the annexor, developer or owner, and the town may require additional water rights dedication or payments of fees in lieu of water dedication ~~cash in lieu payments~~ based on actual water usage. In the event that the town and the ~~annexor, developer or owner~~ person cannot reach an agreement regarding the additional water rights dedication or cash-in-lieu payments based on actual water usage, the town reserves all remedies at law and equity to resolve any such dispute.

D. *Dedication of rights for park, open space or recreation use:*

1. If any person required to satisfy the water dedication requirements of this chapter ~~pay the town fees in lieu of water dedication~~ also dedicates land to the town pursuant to this Code, and such land is to be used for park, irrigated open space or recreation uses, such person shall also comply with the provisions of this section, including the dedication of water rights pursuant to this chapter or payment of fees in lieu of water dedication sufficient to irrigate said land, as determined by the town.
2. Where the town council enters into an agreement to accept cash in lieu of in kind land dedication for parks, open space or recreation uses, and the town is unable to specifically determine the irrigation demand for the public project for which the cash is contributed from a specific town construction plan, master

plan or otherwise, the amount of water right dedication, ~~or cash or payment of fee~~ in lieu of water right dedication, at the town council's discretion, which shall be required to meet the requirements of subsection D.1. of this section shall be equal to the amount required to irrigate 80 percent of the land area which otherwise would have been required for in kind land dedication by this Code.

E. *Procedure:*

* * *

9. The town reserves the right to review projected water usage and actual water usage within a project at any time to confirm the adequacy of the water demand projections made in the analysis required by subsection C.1 ~~by the annexor, developer or owner~~, and to require additional water rights dedication or payments of fees in lieu of water dedication ~~cash-in-lieu payments~~ based on actual water usage. The town may conduct an annual audit of any project, except single-family residential uses that meet the definition of a SFE "single-family equivalent unit" ~~in section 8-1-3~~, to confirm the adequacy of the water demand projections ~~made by the annexor, developer or owner~~, and the town may require additional water rights dedication or payments of fees in lieu of water dedication ~~cash-in-lieu payments~~ based on actual water usage. In the event that the town and the ~~annexor, developer or owner~~ person cannot reach an agreement regarding the additional water rights dedication or payment of fees in lieu of water dedication ~~cash-in-lieu payments~~ based on actual water usage, the town reserves all remedies at law and equity to resolve any such dispute.

* * *

- F. *Fees in lieu of dedication:* ~~The town shall require~~ may, at its sole discretion, allow the water dedication requirements of this chapter be satisfied by the payment of fees in lieu of water dedication ~~to satisfy all dedication requirements for all uses on lands annexed to the town;~~ which are provided water service by the town, except, that a person may elect to dedicate water rights ~~for the irrigation of parks and open space~~ in accordance with the requirements of this section, or as may be provided in an intergovernmental agreement. Said fees in lieu of water dedication shall be set by resolution of town council ~~forth in section 2-10-6 hereof~~. The firm annual yield of a CBT unit for all purposes in this Municipal Code is one-half acre foot per unit. All determinations required by this section shall be made by the town in its sole judgment. However, water dedication or payment of fees in lieu of water dedication shall not be required for irrigation of new public parks and open space owned by the town or for new public buildings owned by the town.

* * *

Section 4. Section 8-1-13 of the Erie Municipal Code is hereby amended as follows:

8-1-13 Water meters.

* * *

- G. *Hydrant meters:* Any and all construction not addressed in subsection D. of this section requiring town water shall be controlled by the use of a hydrant meter obtained from the town pursuant to the following requirements:
1. *Deposit required:* Prior to the assignment of a hydrant meter, a hydrant meter deposit is required as provided by resolution of the town council ~~as provided in section 2-10-4 of this Code~~. The deposit shall be paid to the town finance department which shall issue a receipt. When the receipt is presented to the director of utilities, a hydrant meter will be issued with the proper location assignment. The deposit will be held until such time as the hydrant meter has been returned and the water usage paid in full.
 2. *Charges:*
 - a. *User charge:* The charge for the town water service shall be established by resolution of the town council ~~as provided in section 2-10-4 of this Code~~.
 - b. *Rental charge:* Rental for the hydrant meter shall be established by resolution of the town council ~~in accordance with section 2-10-4 of this Code~~.

* * *

Section 5. Section 8-1-18 of the Erie Municipal Code is hereby amended as follows:

8-1-18 Fees and charges.

- A. *Tap fees:*
1. *Fees established:* Tap fees shall be established by resolution of the town council ~~as set forth in section 2-10-6 of this Code~~. The town council shall have the right and authority to adjust tap fees at any time pursuant to ordinance.

* * *

- B. *User charges:* Charges, fees, rents and/or rates shall be levied and assessed for water and water service at the following rates:

1. *Service rates:*
 - a. Rates for town water service shall be established by resolution of the town council ~~as set forth in section 2-10-4 of this Code~~. The town council shall have the right and authority to adjust rates at any time pursuant to resolution.
 - b. Rates for water service provided outside the corporate limits of the town shall be established by resolution of the town council ~~as set forth in section 2-10-4 of this Code~~.

* * *

G. *Water rates and water tap fees for nonpotable water:* As of March 22, 2016, the town imposes certain water rates and water tap fees for the provision of nonpotable water. The water rates for nonpotable water ~~are set forth in section 2-10-4 of this Code,~~ and the water tap fees for nonpotable water are established by resolution of the town council set forth in section 2-10-6 of this Code. As with all other water tap fees and water service rates, pursuant to subsections A.1. and B.1.a. of this section, respectively, ~~the Town of Erie~~ town council shall have the right and authority to adjust tap fees by appropriate action at any time.

Section 6. 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 7. Safety. The Town Council finds that the adoption of this Ordinance is necessary for the protection of the public health, safety, and welfare.

Section 8. Emergency Declaration. Pursuant to Section 6.04 of the Town's Home Rule Charter, the Town Council hereby declares that this Ordinance is necessary for the immediate preservation of public property, health, welfare, peace, or safety. Town Council hereby finds and declares that the Town is facing limited water supply for the extension of water service until deliveries from the Windy Gap Firming Project become available, and Town Council finds it in the best interest of the Town to immediately allow for the dedication of water to the Town.

Section 9. Effective Date. This Ordinance shall take effect immediately upon adoption.

EXPLANATORY NOTE:

STRIKETHROUGHS INDICATE MATERIAL DELETED FROM EXISTING LAW;
UNDERLINES INDICATE MATERIAL ADDED TO EXISTING LAW;
ASTERISKS * * * INDICATE MATERIAL UNCHANGED BY THIS ORDINANCE.

Introduced, Read, Passed, and Ordered Published this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**Town of Erie
Resolution No. 26-103**

**A Resolution of the Town Council of the Town of Erie Approving
and Adopting the Town of Erie Water Allocation Policy**

Whereas, the Town of Erie's (the "Town") water supply currently serves approximately 14,000 housing units and 1,700,000 square feet of non-residential, private development;

Whereas, the Town is a participant in the Windy Gap Firming Project, which was originally scheduled to begin filling in 2025 and begin deliveries as soon as 2026 and add 1,900 Acre Feet ("AF") of firm capacity to the Town's water supply

Whereas, as of May 2026, the Town has limited inventory of unallocated water that is available for (i) the extension of the Town water service for which a tapping charge is assessed or (ii) any increase in Town water service resulting from a change in use of property, an increased use of property, or an increase in irrigated area;

Whereas, the Town has continued to acquire additional Colorado-Big Thompson ("CBT") units to increase the Town's available and unallocated water supply;

Whereas, concurrently with this Resolution, the Town is considering an ordinance to amend Chapter 1 of Title 8 of the Erie Municipal Code (the "Town of Erie Water Ordinance") to clarify that persons desiring to tap into the Town's water system may dedicate water rights to the Town as an option to satisfy the Town's water dedication requirements in addition to paying a fee in lieu of water dedication;

Whereas, the Town currently has a limited supply of water as it attempts to acquire additional water rights to serve further growth and it is in the Town's best interest to ensure that development in the Town is limited such that the Town will have an adequate supply of water for completed development within the Town;

Whereas, the Town has developed a water allocation policy to ensure that the Town is able to manage development and to best utilize the Town's limited water supply, the Town Council desires to allocate the available water into classifications for development to promote growth in a measured manner that aligns with the policies of the Town Council; and

Whereas, the Town Council hereby finds that this water allocation policy is necessary to serve the public health, safety, and welfare of the citizens of the Town and the current and future customers of the Town's water utility.

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

Section 1. The Town of Erie Water Allocation Policy, attached hereto as Exhibit A, is hereby adopted by Town Council.

Adopted this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**Town of Erie
Resolution No. 26-104**

**A Resolution of the of the Town Council of the Town of Erie
Adopting the Town's Fee Schedule**

Whereas, the Town charges fees for various services and other charges authorized by the Erie Municipal Code ("Code");

Whereas, Section 2-10-1 of the Code authorizes the Town Council to adopt various fees by resolution; and

Whereas, pursuant to Section 2-10-1 of the Code, the Town Council adopts the Fee Schedule attached hereto as the fee schedule for the Town.

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

Section 1. The Town Council hereby adopts the Fee Schedule attached hereto, effective May 26, 2026.

Adopted this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

**Town of Erie
Ordinance No. 025-2026**

**An Ordinance of the Town Council of the Town of Erie Amending
Section 9-1-2 of Chapter 1 of Title 9 of the Erie Municipal Code to
Revise the Local Amendments Related to Permitting in the
International Residential Code**

Whereas, on December 13, 2022, Town Council adopted Ordinance No. 20-2022 to adopt the 2021 Edition of the International Residential Code ("IRC") with local amendments; and

Whereas, the Town desires to further amend the 2021 Edition of the IRC as set forth in this Ordinance.

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:

* * *

3.1 Section 105.3.2 is replaced with the following: "R105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 90 days after the date of filing unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated."

3.2 Section 105.5 is replaced with the following: "R105.5 Expiration. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 90 days after its issuance or after commencement of work if more than 90 days pass between inspections. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated."

3.3 Section 105.5 is amended by adding a new subsection 105.5.1 as follows:

"R105.5.1 Maximum Permit Duration.

Notwithstanding the provisions of Section R105.5, every permit issued shall become invalid 450 days after its issuance unless:

1. Substantial progress has been made and work is actively continuing; or
2. The building official determines that delays are attributable to circumstances beyond the control of the permit holder, including but not limited to weather, labor shortages, or material availability.

Upon written request demonstrating good cause, the building official is authorized to grant one or more extensions in writing. Any such extension shall not exceed 180 days."

* * *

7. Section R108.5 is replaced with the following: "R108.5 Fee Refunds. The Building Official may authorize the following fee refunds: the full amount of any fee hereunder which was erroneously paid or collected; not more than 80% of the permit fee when no work has been done under a permit issued in accordance with this Code; not more than 80% of the plan review fee when an application for a permit is withdrawn or cancelled before any plan review effort has been expended. The Building Official shall not authorize the refunding of any fees except upon written application filed by the original permittee not later than ~~180~~ 90 days after the date of payment."

* * *

13. Section R202 is amended by adding the following definition: "Commenced. Completion and approval of the first required structural inspection, including foundation inspection. Site preparation alone shall not constitute commencement."

* * *

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. Emergency Declaration. Pursuant to Section 6.04 of the Town's Home Rule Charter, the Town Council hereby declares that this Ordinance is necessary for the immediate preservation of public property, health, welfare, peace, or safety, namely limited Town-owned water resources. Town Council hereby finds and declares that the Town is facing limited water supply for the extension of water new service, and the immediate enactment of an updated IRC will help ensure that the Town's limited water supply is being utilized for beneficial uses and not held for extended periods of time.

Section 5. Effective Date. This Ordinance shall take effect immediately upon adoption and apply to all building permits issued pursuant to the International Residential Code after the effective date.

EXPLANATORY NOTE:

~~STRIKETHROUGHS~~ INDICATE MATERIAL DELETED FROM EXISTING LAW;
UNDERLINES INDICATE MATERIAL ADDED TO EXISTING LAW;
ASTERISKS * * * INDICATE MATERIAL UNCHANGED BY THIS ORDINANCE.

Introduced, Read, Passed and Ordered Published this 26th day of May, 2026.

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Town of Erie Water Allocation Policy *May 26, 2026*

Introduction:

The purpose of this policy is to ensure that the Town's long term fiscal and economic health is supported by strategic allocation of the Town's water resources. This policy aligns the Town's remaining water rights for purposes aligned with public service delivery, economic development, and the Town's long term vision. The policy establishes a clear framework for staff to implement and regularly update with annual allocation assignments.

Section 1 – Definitions:

Acre-foot (AF): A unit of volume commonly used to measure large-scale water resources. The measure represents the volume of water required to cover 1 acre of land to a depth of 1 foot.

Single-family equivalents (SFE): A unit of measurement representing the average water consumed by one single-family household.

Unified Development Code (UDC): The Town's codified land use regulations. Otherwise referred to as 'The Unified Development Code of the Town of Erie, Colorado, as amended'.

Section 2 – Policy Statements and Objectives:

- A. The Town's available unallocated water supply will be managed across a six-year planning horizon to ensure alignment with Town priorities.
 - 1. The total available water supply for new development or uses will be distributed into annual allocations, confirmed by Council at the beginning of each year. Available annual water allocations will be adjusted based on updated supply, infrastructure capacity, and market demand.
 - 2. Staff will distribute the allocations into categories based on projected capital projects and development. The water allocation in each category will be available on a first come, first serve basis, and assigned and reserved at application of building permit and the payment of the required fee in lieu of water dedication. Allocations for residential uses may be further limited each month to ensure building activity is supported throughout the course of the year. Building permit applications can only be submitted to the Town once projects are entitled and platted, and initial infrastructure is completed and approved by Public Works.
 - 3. Unused allocations will expire annually and return to the available supply for reassignment.

4. The process identified in this policy will only apply to development where the water dedication requirements are proposed to be satisfied by the payment of a fee in lieu.
- B. The annual supply of allocations will be distributed into five categories. Staff will recommend percentages that align with the Town’s long-term fiscal sustainability, infrastructure needs, and adopted plans. Water resources will be directed first to critical public services, while also facilitating commercial and residential growth within available capacity. The categories are defined as:
1. **Contingency Use:** Reserved for unanticipated needs, system reliability, or emergency situations such as weather events or extreme drought. This category provides flexibility to respond to system needs, unforeseen conditions, or project needs. Allocations from this category are made at the discretion of the Town Manager.
 2. **Public Projects:** Reserved for civic facilities, parks, and infrastructure identified through the Capital Improvement Program. These projects are prioritized to ensure the continued delivery of public services to Town residents and for the implementation of strategic plans.
 3. **Economic Development:** Reserved for commercial, retail, employment, and mixed-use developments that contribute to sales tax, job creation, and long-term fiscal sustainability.
 4. **Residential Development:** Supports the continuation of the existing residential development pipeline. Commercial multifamily development is included in this category.
 5. **Affordable Housing:** Projects meeting the UDC definition of Affordable Housing Project are eligible for AF allotment (equivalent SFE) for each affordable unit provided. These units must be deed restricted according to the income levels outlined in the definition of Affordable Housing Project.

Section 3 – Annual Water Allocation and Distribution:

- A. The total annual allocation, categories, and initial allocations to such categories for the remainder of 2026 are described below. The percentages are based on historical data, development pipelines, and capital projects planned for the year.
1. The total allocation remaining for 2026 is 125 AF.
 2. The categories and percentages for 2026 are as follows:
 - a. Contingency Use: 10%, 12 AF

- b. Public Projects: 10%, 12 AF
 - c. Economic Development: 15%, 19 AF
 - d. Residential Development: 65%, 82 AF
 - e. Affordable Housing: 0%, 0 AF
- B. On or before December 31, 2026, Staff will present to Town Council an updated Water Allocation Policy to determine the total allocation for 2027. In the event Town Council does not approve an updated Water Allocation Policy by December 31, 2026, the total allocation for 2027 and all subsequent years, until changed by resolution of Town Council, will be the lesser of 125 AF or the total amount of unallocated water supply in the Town's inventory; provided.

Section 4 – Allocation Assignment:

- A. All Public Project allocations will be reserved through the Capital Improvement Plan process and adoption of the annual budget by Town Council. Allocations for commercial and residential development categories will be assigned at payment of fee-in-lieu, which may not be before submittal and confirmation of a complete building permit application. Contingency use will be at the Town Manager's discretion.
- B. Minor modifications of up to 10 AF may be moved between categories at the Town Manager's discretion. Additional changes above 10 AF will require Town Council approval.
- C. If a building application or permit with a Town water allocation expires due to inactivity, the associated water allocation will also expire and be returned to the Town's available supply. Reimbursement of fees paid for the water allocation will only occur after an application for such reimbursement is submitted by the applicant no later than the timeframe identified in the Erie Municipal Code.
- D. Accessory Dwelling Units (ADUs) are not required to provide new water dedication provided they do not require a larger tap than the existing primary structure. Upsizing a tap or providing a new/individual tap to the ADU would require new water dedication or fee-in-lieu.
- E. The number of SFEs required for a particular development and the fee in lieu of water dedication will be determined in accordance with Title 8, Chapter 1 of the Erie Municipal Code.
- F. The Town does not have any obligation to provide water service to a new development or for a new use which has not dedicated an adequate water supply

in accordance with Title 8, Chapter 1 of the Erie Municipal Code or reserved water in accordance with this policy.

Attachment 2: Water Resource Overview

WATER SUPPLY

The Town's primary source of water supply consists primarily of 7,381 Colorado Big Thompson (CBT) units. Each CBT unit has a firm annual yield of 0.5 acre-feet (AF), which provides a total annual yield of 3,690.5 AF. However, the actual yield varies year by year. In wet years the yield may remain at 0.5, whereas in dry years the yield is typically set higher. The historical average annual yield is roughly 0.7 AF. There are losses between the CBT and Town's systems through the treatment plant and leaks (though the Town's system is relatively new with low leakage).

The Town's second largest source of supply is the Town's 20 Windy Gap project units which are designed for a total annual yield of 2,000 AF, although the average historical yield is approximately 1,260 AF. Unlike CBT, this source is fully re-usable to extinction, and the ability to reuse this water can provide more total water to the Town via projects such as the Boulder Creek Project.

The Town currently leases 955 CBT units from Bijou Irrigation District and Company as part of a three-year lease that expires in 2028. The Town also has a 10-year 370 AF emergency supply lease with City of Boulder for water in Boulder Reservoir. The Town also has shares in various ditch companies that are primarily used as non-potable irrigation supplies, except for a portion of the Town's Leyner-Cottonwood ditch shares that can be delivered via South Boulder Canyon Ditch to the Lynn R Morgan Water Treatment Facility (LRM).

Water supplies are delivered to LRM in the winter and summer via Northern Water's Southern Water Supply Project (directly piped from Carter Lake), through the CBT system to Boulder Reservoir then released to the Boulder Supply Canal and picked up by the Town's Raw Water Pump Station near 75th Street and Jay Road in Boulder from where it generally travels west along Jay Road and then south down Highway 287 to Erie Lake, or bypassing Erie Lake and directly into LRM. Erie Lake holds roughly 300 AF and Thomas Reservoir holds roughly 240 AF both can act as sources to LRM. Currently winter (indoor) demands run just over 2 million gallons per day (MGD) and peak irrigation season demands run just over 11 MGD. LRM is rated at 16.7 MGD and can be expanded (not cheaply) to roughly 24 MGD. The Town's 2020 Water and Non-Potable Master Plan estimated a build-out future demand of 34 MGD. Town staff are currently beginning an update to this plan and expect that figure to come down measuredly due to ongoing water conservation efforts and more efficient plumbing systems.

The Re-Use Reservoir at the North Water Reclamation Facility (NWRF) holds 1,000 AF. The Re-Use water is generally distributed for irrigation to development on the east side of Town (Colliers, Highlands, Westerly, Summerfield) and to Erie Commons and Erie Community Park. The Town will continue to expand this system to make the most of its re-usable water rights. We are also looking into the possibility of converting this system from re-use to raw water, using the Boulder Creek Supply.

PLANNED WATER ACQUISITIONS

- **Chimney Hollow Reservoir**

Chimney Hollow Reservoir (aka Windy Gap Firming Project) is a new water source that will firm the yield of the Town's 20 Windy Gap units, which would result in an annual delivery of

approximately 1,900 AF of water to the Town, as of now this figure can swing wildly from year to year due to the lack of storage. The storage aspect of the Chimney Hollow project will firm up annual delivery to the Town for the full amount of 2,000 AF, minus 100 AF due to system losses (leakage, etc). Windy Gap water is fully re-usable; Chimney Hollow will allow us to expand our re-use supplies. When we call on this source we look to capture and store it in our re-use reservoir at the North Water Reclamation Facility where it is then either pumped throughout Town for irrigation or released to Boulder Creek to make up for out of priority (water right) depletions (water diversions or evaporation) or released and leased to downstream users. We strategically use this source to maximize our supply, which is why developing the Boulder Creek Well project to be used for raw water irrigation or to be blended into the Lynn R Morgan Water Treatment Facility is important.

Construction of the new Chimney Hollow Reservoir is complete, but delivery of water is delayed due to the presence of uranium. The Town will not receive water from this source until at least 2032, five years later than the original delivery date in 2027.

- **Northern Integrated Supply Project (NISP)**

NISP is a new 40,000 AF water supply project consisting of two reservoirs: Glade Reservoir, which is planned northwest of Fort Collins, and Galeton Reservoir, which is planned northeast of Greeley. Glade will primarily be filled by water from the Cache La Poudre River below Fort Collins and Galeton, originally intended to be filled by local ditches and the South Platte River, is now planned to be filled only from the South Platte due to Northern's failure to obtain agreement with two major ditch companies. The Town is currently the largest committed participant at 4,500 AF. Fort Collins Loveland Water District (FCLWD) recently indicated its desire to divest from the project its full commitment of 8,100 AF. This move by FCLWD was largely due to the escalating cost of the project and caused several other, primarily smaller, participants to drop out or reduce their planned participation.

Currently the committed participation is roughly 19,500 AF. Other parties have recently indicated an interest in participation, and Northern is soliciting participation from other potential participants, however this interest is not expected to create significant additional changes to the project. When this project was initially envisioned over 20 years ago it was estimated at just under \$500 million. After many years in the local, State, and federal permitting processes along with environmental suits, the project has ballooned to close to \$2 billion and shrunk from two reservoirs to one.

- **Colorado Big Thompson (CBT) Shares**

The Town has recently begun acquiring shares of CBT again, primarily due to the uncertainty of the above projects, but also because it is the easiest supply to get to LRM and is generally of good quality. Recent negotiations placed the value at \$57,000 – 62,000 per share. This is for transactions in the range of 3 –100 of CBT units.

UPCOMING WATER PROJECTS

The following projects are planned for the Town's water system. These projects will enhance the efficiency and use of the Town's existing water supply. Many are in the design phase and planned to be constructed in the next several years.

- **Zone 3 Water Storage Tank & Booster Pump Station (BPS)**

This roughly 4-million-gallon tank is our highest priority. We attempted to obtain the land for this tank, at exactly 5,320 feet of elevation to be hydraulically equal to our 5.5 million gallons of storage at the landfill, from developers for roughly 8 years, to no avail. Ultimately a site City of Lafayette had ruled out as an option in an earlier alternatives analysis became an option and we purchased it. The Town is in the process of awarding the design now and will look at all means to expedite the construction. A lack of treated drinking water storage limits the production capacity of LRM. This will be a fully buried tank.

- **Zone 2 Water Storage Tank & Booster Pump Station (BPS)**

This roughly 4-million-gallon tank is our second highest priority. With the cancellation of the North Water Treatment Plant, we are evaluating whether siting it at North Westerly or LRM is optimal. Burns & McDonnell is the design engineer. This tank will also be fully buried at either location. The Northwesterly site was previously owned by the State Land Board (SLB), who refused to sell it to us, and kept it tied up for about 6 years. Once SLB sold the land to Southern Land Company the Town was finally able to negotiate for its acquisition.

- **Lynn R Morgan Water Treatment (LRM) Facility Upgrades**

The Plant 1 portion of this facility is due for an upgrade based on its age. It has served the Town twice the amount of time than originally anticipated. Upgrading this part of the plant will also increase overall plant capacity from 16.7 MGD to 20 – 24 MGD. Some additional improvements will be added to this project to remedy some existing operational issues. Staff will develop a scope and release an RFP for design in 2026.

- **Boulder Creek Well Project**

While we chose to stop pursuing the North Water Treatment Facility (NWTF), which would treat our decreed Boulder Creek supply at the NWRF site, we are still advancing the design of the Boulder Creek alluvial well supply. We can utilize this water in our raw water/re-use system and in doing so take advantage of our Windy Gap reusable water rights. Over time we will look to blend this source into our raw water supply to LRM, thereby further maximizing the re-use aspect of this water right. We will need to "pre-treat" this water to reduce contaminants in Boulder Creek which we identified and quantified during the pilot plant operations for the NWTF project.

Attachment 3: New Development Outlook

Tables 1, 2, and 3 list projects and related number of units by type for Entitled and Platted, Entitled, and Planned, respectively. Similarly, Tables 4, 5, and 6 list commercial/non-residential development by category for Entitled and Platted, Entitled, and Planned.

Of the Entitled and Platted residential units, the following projects have filings that are under construction, with active building permits for housing units:

- Summerfield
- Lafferty
- Canyon Creek 7 and 8
- Four Corners
- Parkdale
- Westerly

The following projects have active Public Improvement Permits (PIP), meaning horizontal improvements are being constructed and residential building permits have not been pulled yet:

- Erie Highlands Filing 18
- Summerfield Filing 2
- Ranchwood Filing 1
- Colliers Hill Filing 6

Erie Village does not have any construction activity.

Table 1: Entitled and Platted Residential Projects

| | Total | Apartments | Single Family Attached | Single Family Detached |
|--------------------------|-------|------------|------------------------|------------------------|
| Erie Highlands Filing 18 | 116 | | 116 | |
| Summerfield | 670 | | 25 | 645 |
| Colliers Hill Filing 6 | 480 | | 142 | 338 |
| Erie Village | 70 | | 38 | 32 |
| Lafferty | 132 | | | 132 |
| Canyon Creek 7 & 8 | 194 | | 88 | 106 |
| Ranchwood | 116 | | | 116 |
| Four Corners | 383 | 202 | 175 | 6 |
| Sunset Filing 2 | 64 | | | 64 |
| Parkdale | 30 | | | 30 |
| Parkdale Filings 3 and 5 | 223 | | 185 | 38 |
| Westerly Filing 1 and 1A | 82 | | 30 | 52 |
| Westerly Filing 2 | 183 | | 138 | 45 |
| TOTAL | 2,743 | 202 | 636 | 1,536 |

Table 2: Entitled Residential Projects

| | Total | Apartments | Single Family Attached | Single Family Detached |
|----------------|--------------|------------|------------------------|------------------------|
| Spring Hill | 632 | | 214 | 418 |
| Summerfield | 2,144 | | 586 | 1,558 |
| Retail Ranch | 573 | | 177 | 396 |
| Ranchwood | 288 | 104 | 184 | |
| Four Corners | 462 | 202 | 208 | 52 |
| Westerly | 1,306 | | 502 | 804 |
| North Westerly | 1,852 | 444 | 652 | 756 |
| Parkdale North | 537 | | 139 | 398 |
| TOTAL | 7,794 | 750 | 2,662 | 4,382 |

Table 3: Planned Residential Projects

| | Total Units | Apartments | Single Family Attached | Single Family Detached |
|---------------|--------------|--------------|------------------------|------------------------|
| North Station | 3,300 | 700 | 1,300 | 1,300 |
| Gateway | 3,631 | 1,200 | 2,431 | |
| Sierra Vista | 444 | 444 | | |
| TOTAL | 7,375 | 1,900 | 3,731 | 1,300 |

Table 4: Entitled and Platted Commercial Development

| Development Name | Estimated Square Feet | Type |
|--------------------------|-----------------------|-----------------------|
| Erie Highlands Filing 17 | 5,000 | Gas Station |
| Erie Airpark addition | 19,182 | Light Industrial/Flex |
| TOTAL | 24,182 | |

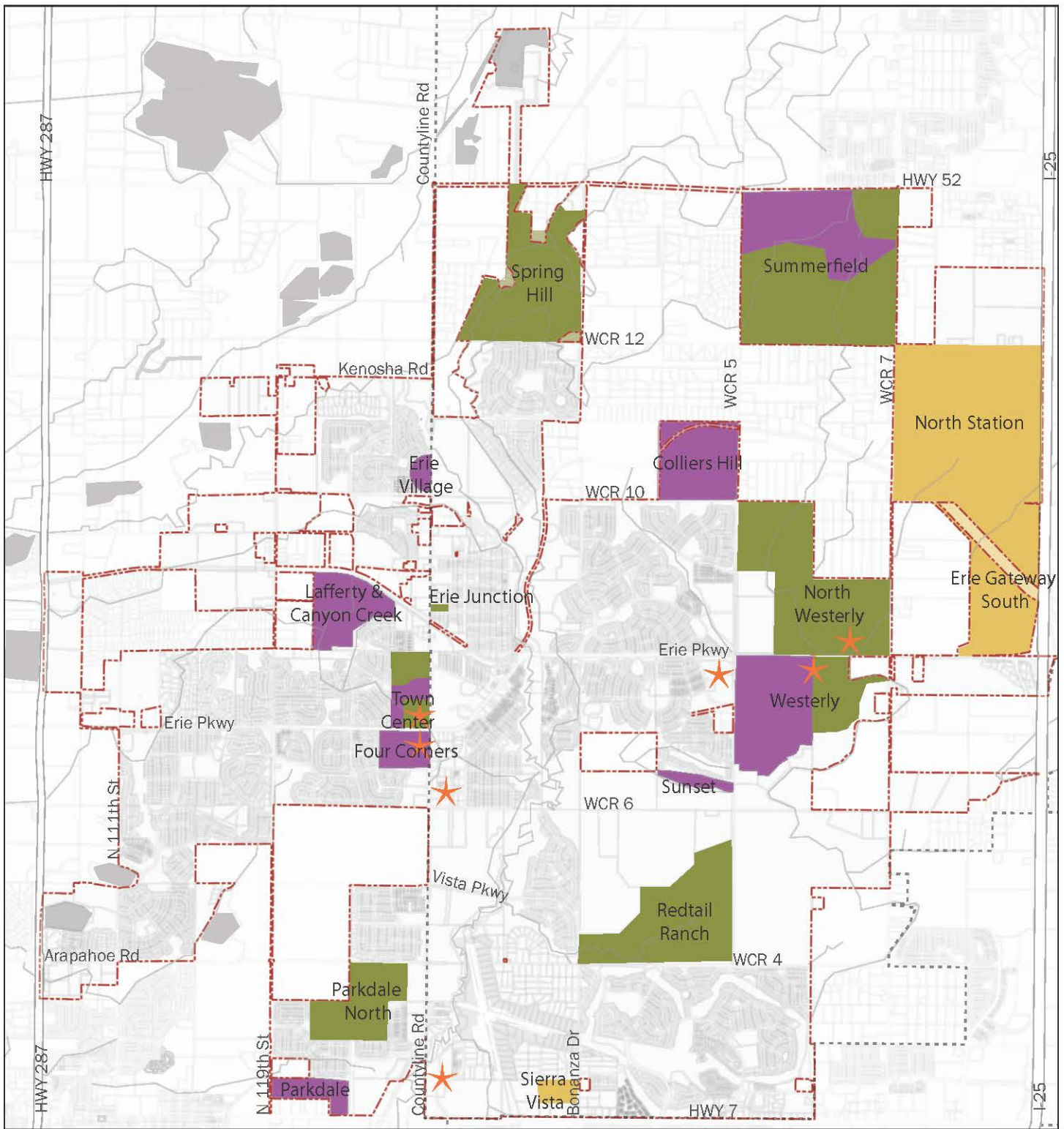
Table 5: Entitled Commercial Development

| Development Name | Estimated Square Feet | Type |
|-----------------------------------|-----------------------|------------------------------|
| Westerly, Filing 1, Lot 1 Block 1 | 1,000 | Market/Retail |
| Westerly, Filing 1, Lot 1 Block 1 | 2,993 | Office |
| Westerly, Filing 1, Lot 1 Block 1 | 5,875 | Restaurant |
| Town Center (Town Owned parcel) | 23,262 | Grocery |
| Town Center (Town Owned parcel) | 30,320 | Retail |
| Town Center (Town Owned parcel) | 11,680 | Restaurant |
| Erie Highlands Filing 17 | 2,000 | Oil Change |
| Erie Highlands Filing 17 | 25,500 | Medical Office |
| Erie Highlands Filing 17 | 1,500 | Coffee shop w/ drive through |
| Erie Highlands Filing 17 | 4,500 | QSR with drive through |
| Erie Highlands Filing 17 | 2,400 | QSR with drive through |
| Erie Airpark | 156,000 | Light Industrial/Flex |
| TOTAL | 267,030 | |

Table 6: Planned Commercial Development

| Development Name | Square Feet | Commercial Development Type |
|--|-------------|-----------------------------|
| The Village at Westerly (North Westerly) | 112,500 | Retail |
| The Village at Westerly (North Westerly) | 37,500 | Restaurant |
| The Village at Westerly (North Westerly) | 100,000 | Grocery |
| Erie Highlands Filing 17 | 12,000 | Daycare |
| Erie Highlands Filing 17 | 5,500 | Office or service |
| Erie Indoor Sports | 68,000 | General commercial |
| Erie Indoor Sports | 225,000 | Outdoor sports fields |
| Erie Indoor Sports | 45,000 | Indoor recreation facility |
| Erie Indoor Sports | 46,000 | Light Industrial/Flex |
| Erie Commons | 6,889 | Auto parts store |
| Summerfield | 5,300 | Gas station |
| Summerfield | 3,100 | QSR with drive through |
| Summerfield | 12,750 | Grocery |
| Summerfield | 7,500 | Restaurant |
| Vista Ridge | 107,500 | Personal Storage |
| TOTAL | 794,539 | |

Development Activity Map - 2026



LEGEND

- Entitled and Platted
- Entitled
- Planned
- Future Commercial
- Town Boundary

DEFINITIONS

- Entitled and Platted means the project has zoning and legal lots, construction could start as soon as public improvements are accepted.
- Entitled means the project is through at least some part of the entitlement process (zoning, preliminary or final plat, site plan, etc).
- Planned means a land use application has been made or some project planning has occurred, but there are not any approvals yet.



Water Allocation Policy & Implementation

Town Council Meeting

Sarah Nurmela Director of P&D

Julian Jacquin, Director of ED

Todd Fessenden, Director of Utilities

Luke Bolinger, Director of P&R

David Pasic, Director of PW

Sara Hancock, Director of Finance

Gabi Rae, Director of C&CE

Kelly Driscoll, Deputy Director of P&D

5/26/2026

1



Agenda

1. Context
2. Water Allocation Policy
3. Code Updates
4. Fee Update



Purpose & Intent

- Align Town water allocations with constrained supply
- Establish Water Allocation Policy that prioritizes public benefit and fiscal resilience
- Ensure fee-in-lieu aligns with Town costs for water

Implementation

- Code Updates to Title 8 and Title 9
- Fee Schedule Update



Existing Context

Supply

- 749 acre-feet (AF) of water is un-allocated and available to new capital projects and development
 - Windy Gap Firming will add 1,900 AF
 - NISP and/or additional future sources

Demand

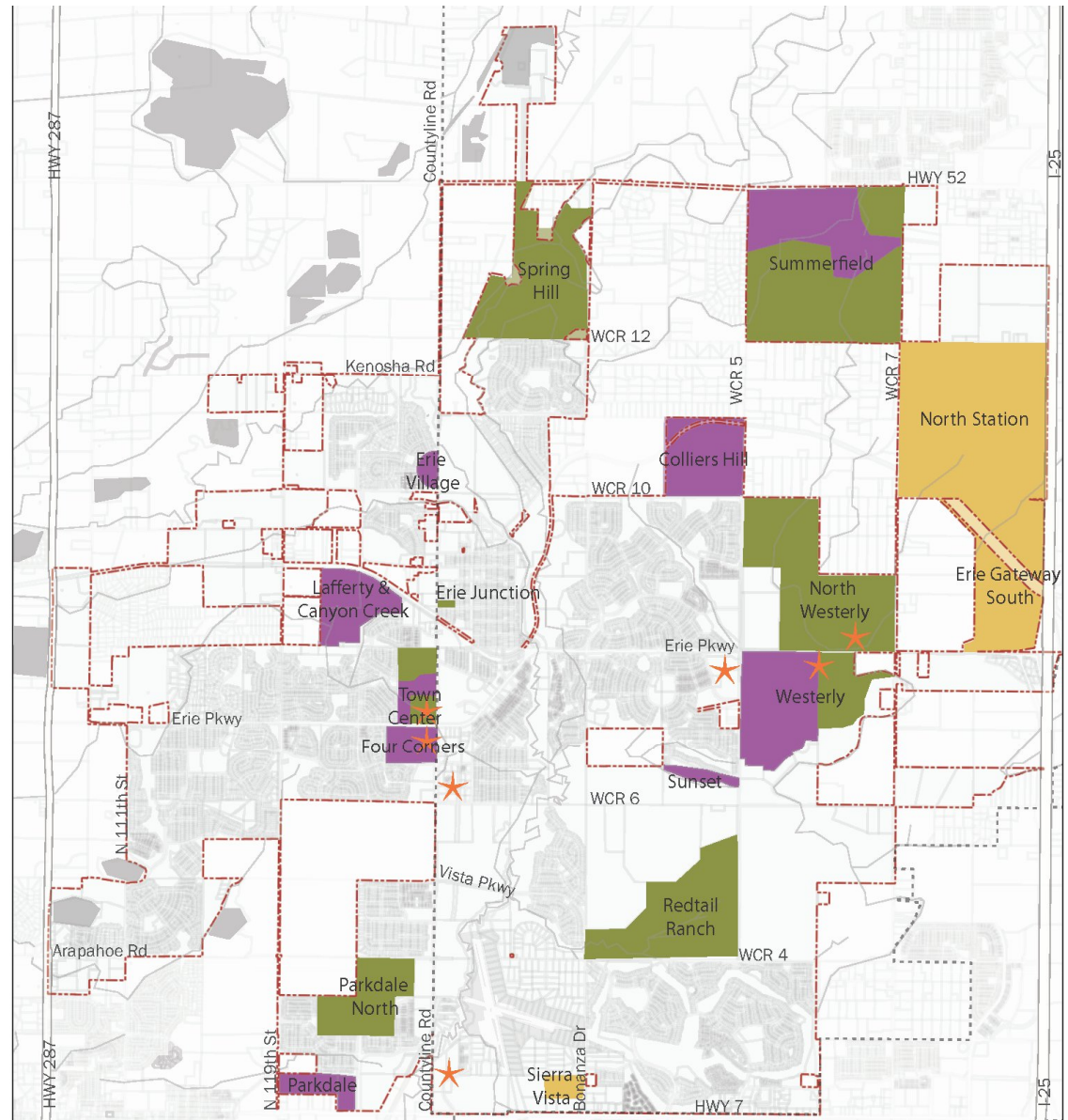
- Town Capital Projects
- New Developments
 - Residential
 - Commercial



Development Activity

LEGEND

- Entitled and Platted
- Entitled
- Planned
- Future Commercial
- Town Boundary





Water Allocation Policy

Annual Allocation, division of resources by use:

1. Contingency Use
2. Public Projects
3. Economic Development
4. Residential Development (limited monthly)
5. Affordable Housing

Distribute based on Capital Improvement and development pipeline



Water Allocation Policy - 2026

Annual Allocation = 125 AF

1. Contingency Use, 10%
2. Public Projects, 10%
3. Economic Development, 15%
4. Residential Development, 65%
5. Affordable Housing

Unused allocations roll into the next year



Code Updates

Title 8

- Removes preference for fee-in-lieu for water dedication
- Adds language to allow developers to bring water

Title 9

- Updates the Residential Building Code permit application and issuance timelines. Reduces length of both from 180 to 90 days.
- Adds clarity and definition of an active building permit to include construction of foundation.
- Water allocation is reserved at time of payment of fee-in-lieu



Fee Schedule Update

- Updates the fee to reflect Town water acquisition pricing
- Effective May 27, 2026



Next Steps & Applicability

- Effective as of May 27, 2026
- Conduct meeting and office hours for developers and builders week of May 26
- Existing building permit applications will require payment of fee-in-lieu in order to acquire water allocation
- Town will limit residential water allocations each month



Questions & Discussion

Public Notice

Public Notice

Public Notice

**NOTICE OF PUBLIC HEARING
TOWN COUNCIL
TOWN OF ERIE**

Notice is hereby given that on Tuesday, May 26, 2026, at 6:30 PM, or as soon as possible thereafter at the Erie Town Hall Council Chambers, 645 Holbrook Street, Erie, CO 80516, a PUBLIC HEARING will be held by the Town Council to consider adoption of an ordinance to amend Chapter 1 of Title 8 of the Erie Municipal Code to revise the water dedication and fee in lieu of water dedication requirements and to amend Chapter 1 of Title 9 of the Erie Municipal Code to revise the permitting and fee requirements in Section 9-1-2.

Any person may appear at the public hearing and be heard regarding the matter under consideration. A copy of the proposed ordinance is on file and available for public inspection in the office of the Town Clerk.

Debbie Stamp Town Clerk

FOR QUESTIONS OR COMMENTS, CONTACT
TOWN OF ERIE
PLANNING & DEVELOPMENT DEPARTMENT
P.O. BOX 750 ERIE, COLORADO 80516
PHONE: (303) 926-2770
FAX: (303) 926-2706

Published: Colorado Hometown Weekly May 6, 13, 2026-2167577

Town of Erie Fee Schedule

Effective January 13, 2026
(all fees in U.S. Dollars)

Administrative Fees

| Fee Type | Fee Amount | |
|--|---|-----------------------|
| Amusement devices, pinball games, music boxes, etc.: | | |
| -Dealer license | \$25 | |
| -Operator license, first device | \$10 | |
| -For each additional device | \$10 | |
| Annexation elections | Actual costs, as determined by Town Clerk | |
| Backyard chicken license | \$25 | |
| Block parties | \$25/day | |
| Cemetery | | |
| -Grave (resident) | \$2,500/ plot | |
| -Grave (non-resident) | \$3,500/ plot | |
| -Grave opening and closing | \$1,500 | 7 am to 3 pm weekdays |
| -Cremains opening and closing | \$850 | 7 am to 3 pm weekdays |
| -Open and close after 3 pm or Saturday | \$850 additional | |
| -Grave marking for monument placement | First time no charge; \$40 for all additional requests | |
| Commercial business license | \$50/year | |
| Home occupation license | \$25/ year | |
| Community events: | | |
| -Application processing fee | \$200 | |
| -Permit fee | \$50 | |
| Copies: | | |
| -Audiotapes | \$15 | |
| -Information provided on thumb drive: | Actual cost of device | |
| -Photographs | \$15 plus actual copy cost | |
| -Financial statement report (audit) | \$15 | |
| -Photocopying services | \$0.25 | |
| -Standard computer printouts | \$1.25/page | |
| Door-to-door solicitation license (no group rates): | | |
| -Per individual | \$35/month + \$18.50 one-time fee | |
| | \$100/year + \$18.50 | |
| -Handbill distributor license | \$5/day \$25/month \$50/year | |
| Gaming Establishments | | |

| | |
|---|---|
| Billiard halls, game rooms, and restaurants; license | \$25 |
| -For each additional room | \$25 |
| Billiard tables, shuffleboard tables, other games and shooting galleries; license for first table, shooting gallery, etc. | \$25 |
| Junk dealers | \$25/3 months \$50/year |
| Liquor licensing/permits | |
| -Liquor licenses | Fees set per C.R.S Title 44 as amended. |
| -Open Container/Private Event | \$25/each event |
| -Promotional Associations: | |
| -Application for Promotional Association | \$500/year |
| -Application for attachment to a common consumption area | \$100/year |
| -Application for recertification of a Promotional Association | \$100/year |
| -Special Event Liquor Permit | \$100 |
| Manufacturing or assembly license | \$100/year |
| Marijuana | |
| -Medical marijuana patient registration: | |
| -Application fee | \$50 |
| -Late application fee | \$25 |
| -Medical marijuana primary caregiver license: | |
| -Application fee | \$100 |
| -Late application fee | \$200 |
| -Recreational marijuana retail license: | |
| -Application fee | \$2,000 |
| -Late Application fee | \$500 |
| -Renewal fee | \$1,500 |
| -Transfer of ownership | \$2,000 |
| -Modification of Premises | \$750 |
| -Change of Location | \$1,000 |
| -Change/Registration of Manager | \$100 |
| Meeting room rental fee: | |
| -Resident | \$35/hour |
| -Nonresident | \$40/hour |
| -Nonprofit | \$15/hour |
| Mobile Vendor Permit | \$50/year |
| Public Records: | |
| -Copies, printouts, or photographs | \$0.25 per standard page or actual cost of providing copy of document that is not a standard page |
| -Electronic transmission via email | Free |

| | |
|--|--|
| | |
| -Electronic transmission via thumb drive or - other device | Actual cost of device |
| -Plot Map | \$5 |
| -Postage/courier | Actual cost |
| -Research and retrieval time | First hour free \$41.37 per hour for any additional time 50% deposit required prior to commencement of research or retrieval |
| Returned Check Fee | \$25 |

Police Fees

| Fee Type | Fee Amount |
|-------------------------------|--|
| Crime/Incident Reports | \$7.00 for the first 10 pages \$0.25 for each additional page |
| Crash Reports | No charge |
| Research Fee | \$41.37/hr. First Hour free of charge |
| Video Recording | \$20.00/hr. (1 hr. minimum) |
| Photos | \$5.00 per 25 photos |
| Thumb Drive | \$20.00 in addition to the video/photo fee |
| VIN Inspection (Noncertified) | \$10.00 |
| Fingerprints | \$10 per card |
| Local Background Check | No Charge |
| Sex Offender Registration | No Charge |
| Notary | No Charge |
| Bond Filing Fee | No Charge |

Municipal Court Fees

| Fee Type | Fee Amount |
|---|---|
| Collection fee upon referral of delinquent monetary amounts due to a collection agency | 18% of total due, assessed by collection agency |
| Court costs upon entry of a plea of guilty, nolo contendere, or finding of guilt or liability | \$30 |
| Surcharge | \$30 |
| Default judgment fee | \$30 |
| Traffic accident fee | \$50 |
| Warrant fee | \$55 |
| Deferred judgment fee | \$50 |
| Deferred prosecution fee | \$50 |
| Returned Check Fee | \$25 |
| Petition to Seal Records filing fee | \$65 |
| Jury fee (forfeited if jury summonsed; refunded if found not guilty) | \$25 |
| Certified copy of any court record | \$20 |
| USB Drive | \$5 |
| Criminal justice records (excludes law enforcement reports, criminal history and driver's license information). Includes search, retrieval, redaction, and copy of up to 10 pages, 0.10/page thereafter | \$10 |
| Criminal justice records requests requiring more than 15 minutes to search retrieve, redact, and copy/download. Deposit for estimated amount to be paid prior to search. | \$45/hour |
| Payment of Jurors | \$3 for appearing, \$6 for serving |

Public Works Department Fees

| Fee Type | Fee Amount |
|--|---|
| Airport land rental: | |
| Improved land | \$0.28/square foot annually |
| Unimproved land | \$0.14/square foot annually |
| T-hangar space rental | \$50/month |
| Airport through-the-fence fee: | |
| Residential | \$600/year |
| Commercial | \$0.25/square foot (minimum \$600 annually) |
| Design and construction standards book | \$50 |
| Easement or right-of-way review | \$50 |

| Fee Type | Fee Amount |
|------------------|------------|
| Tie down rental: | |
| North ramp | \$35 |
| South ramp | \$50 |

| Fee Type | Fee Amount |
|--------------------------------|--|
| Access Permit | Temporary and Residential - 150 Industrial and Commercial \$300 |
| Right-of-way permit | \$150 |
| Floodplain development permit | \$50, plus third party review costs and FEMA application and review fees |
| Stormwater Quality Permit | \$100 review fee plus \$25/disturbed acre; \$100 annual renewal fee |
| Meter pit covered (no read) | \$50 |
| Meter reinstallation | \$47 |
| Public improvement permit: | |
| Sewer main | \$0.15/linear foot |
| Manholes | \$20 |
| Service lateral inspection | \$20 |
| Storm drainage: | |
| Main installation | \$0.15/linear foot |
| Storm drainage inlets | \$20 |
| Storm sewer manholes | \$20 |
| Sediment and erosion control | \$50/acre |
| Trickle channels | \$0.15/linear foot |
| ponds/dirt | \$0.05/cubic yard |
| Drainageways, major (concrete) | \$6/cubic yard |
| Surface improvements: | |

| | |
|--|---------------------------|
| Curb, gutter, or curb walk | \$0.15/linear foot |
| Detached sidewalk/trails | \$0.15/linear foot |
| Handicap ramps | \$15 |
| Pavement | \$0.15/square yard |
| Cross pan | \$25 |
| Drive approach for streets with detached walks or vertical curbs | \$15 |
| Proof roll (based on road centerline) | \$0.10/linear foot |
| Major structures (concrete) | \$6/cubic yard |
| Water improvements: | |
| Main installation | \$0.15/linear foot |
| Hydrant | \$20 |
| Service line, including meter pit | \$30 |
| Valves | \$2 |
| Manholes or vaults | \$20 |
| Landscape improvements: | |
| Site preparation | \$0.02/square yard |
| Fee Type | Fee Amount |
| Improved surfaces | \$0.15/ square yard |
| Trees and shrubs | \$2 per tree/ shrub |
| Fences | \$0.10/linear foot |
| Total lot including all structures and equipment | \$500 |
| Sod | \$0.10/square yard |
| Facilities | 50% of construction costs |
| Plan review and inspection | 65% of PIP fee |
| Standard GIS maps: | |
| 8.5 inches x 11 inches | \$10 |
| 11 inches x 17 inches | \$13 |
| 18 inches x 24 inches | \$16 |
| 24 inches x 36 inches | \$20 |
| 36 inches x 58 inches | \$25 |

Utilities Department Fees

| Fee Type | Fee Amount |
|---|-------------|
| Storm drainage fee: | 2026 |
| Rate per single-family residential equivalent (SFRE) ¹ | \$13.72 |
| <p>Notes</p> <p>¹ Irrigation customers are not assessed a storm drainage fee. Storm drainage fees are assessed based on the impervious area of the property. The average impervious square footage of a single-family residence in the Town is 5,300 square feet, defined as a single-family residential equivalent (SFRE). All residential customers will be charged on the assumption that their property is equal to 1 SFRE. Commercial customers will be charged based on the impervious square footage divided by 5,300 square feet. For example, for a commercial property with 25,000 impervious square feet, the monthly storm drainage fee would be 56.55 in 2025(25,000 impervious square feet divided by 5,300 square feet equals 4.72 SFREs; 4.72 SFREs multiplied by 13.72 = 64.75).</p> | |

| Wastewater rates: ¹ | | |
|---|-------------|-------------|
| | 2025 | 2026 |
| Service charge, amount per monthly bill: | | |
| Residential: Single-Family, Multi-Family, & Townhomes ² | \$10.30 | \$10.30 |
| Commercial | \$10.30 | \$10.30 |
| Volume charge, amount per 1,000 gallons (based on Winter average usage December—February) ³ : | 2025 | 2026 |
| Residential: | | |
| Single-Family | \$9.45 | \$9.45 |
| Townhomes ² & Multi-Family | \$8.20 | \$8.20 |
| Commercial: | \$8.20 | \$8.20 |
| <p>Notes</p> <p>¹ All gallon usage is based on water usage and is calculated by rounding to the nearest 1,000 gallons. For commercial accounts, if internal water usage patterns for the months of December—February are not representative of internal usage throughout the year, the monthly wastewater volume charge will be based on each month's water usage. The appropriate basis for commercial wastewater charges for each account will be</p> | | |

established by the Town at the inception of each account, and is subject to adjustment if usage patterns change. The effective date for the rate increase shall be the first day of the calendar year.

² If individually metered.

³ Average winter wastewater usage will be used during the following 12 months to calculate the volume charge. For example, average usage for December 2025, January 2026 and February 2026 will be used as the basis for the volume charge for the period March 2026.

| Fee Type | Fee Amount |
|----------------------|---------------------------|
| Water hydrant meter: | |
| Deposit | \$4,000 |
| Fee: | Base Fee of \$85.38/month |
| Per 1,000 gallons | \$7.45 |
| Water meter: | |
| Shutoff fee | \$55 |
| Turn on fee | \$55 |
| Reread fee | \$75 |

| Fee Type | Fee Amount | |
|--|-------------|-------------|
| Water rates, potable: | | |
| Service charge, amount per monthly bill: | | |
| | 2025 | 2026 |
| Residential: Single-Family, Townhomes ¹ , & Multi-Family | | |
| ¾ inch | \$20.47 | \$22.21 |
| 1 inch | \$29.43 | \$31.93 |
| 1½ inches | \$51.82 | \$56.22 |
| 2 inches | \$78.69 | \$85.38 |
| 3 inches | \$150.34 | \$163.12 |
| 4 inches | \$230.94 | \$250.57 |
| 6 inches | \$454.85 | \$493.51 |
| Commercial and irrigation: | | |
| ¾ inch | \$19.36 | \$22.21 |
| 1 inch | \$26.83 | \$31.93 |
| 1½ inches | \$45.53 | \$56.22 |
| 2 inches | \$67.96 | \$85.38 |
| 3 inches | \$127.78 | \$163.12 |
| 4 inches | \$195.08 | \$250.57 |
| 6 inches | \$382.01 | \$493.51 |
| Volume charge, amount per 1,000 gallons: | | |
| Residential: Single-Family & Townhomes ¹ | 2025 | 2026 |
| First 5,000 gallons | \$5.97 | \$6.48 |
| Next 10,000 gallons | \$7.47 | \$8.10 |
| Next 10,000 gallons | \$11.17 | \$12.12 |
| Over 25,000 gallons | \$16.72 | \$18.14 |
| Residential: Multi-Family | | |
| First 5,000 gallons | \$5.53 | \$6.00 |
| Next 10,000 gallons | \$5.53 | \$6.00 |
| Next 10,000 gallons | \$5.53 | \$6.00 |
| Over 25,000 gallons | \$5.53 | \$6.00 |
| Commercial: | | |
| Per 1,000 gallons | \$6.87 | \$7.45 |
| Irrigation: | | |
| Per 1,000 gallons | \$9.86 | \$10.70 |
| Notes | | |
| ¹ Usage is based on water usage and is calculated by rounding to the nearest 1,000 gallons. The effective date for the rate increase is the first day of the calendar year. | | |
| ² If individually metered. | | |

| Fee Type | Fee Amount |
|--|-----------------------|
| Water rates, nonpotable: | |
| Volume charge, amount per 1,000 gallons: | |
| Vista Ridge development | \$1.33 |
| Town owned facilities | \$1.33 |
| Customers with on site nonpotable storage | \$2.66 |
| Customers with direct connection to Town's nonpotable system | \$4.32 |
| Fee Type | Fee Amount |
| Oil and gas well development water rate | \$11.46/1,000 gallons |
| Reuse water rate | \$200/acre-foot |
| Meter pit rejection | \$500 |

Planning & Development Department Fees

| Fee Type | Fee Amount |
|---|----------------------------|
| Annexation: | |
| Minor annexation - up to 20 acres | \$500 |
| Minor Annexation - 20 acres to 40 acres | \$1,000 |
| Major Annexation – Over 40 acres | \$2,000 |
| Comprehensive Plan Amendment: | |
| Minor – Less than 40 acres | \$200 |
| Major – More than 40 acres | \$1,000 |
| Site Improvement Plan: | |
| Residential | \$200 plus \$10/unit |
| Non-residential Major ($\geq 10,000$ s.f. GFA) | \$1,000 |
| Non-residential Minor ($< 10,000$ s.f. GFA) | \$500 |
| Site Plan Amendment: | |
| Residential | \$200 plus \$10/unit |
| Non-residential Major | \$500 |
| Non-residential Minor | \$100 |
| Special Use Permit | |
| Oil and Gas well | \$1,200 |
| All other types | \$500 |
| Subdivision: | |
| Sketch Plan | \$500 plus \$5/lot |
| Preliminary Plan | \$1,000 plus \$20/lot |
| Final Plat | \$1,000 plus \$10/lot |
| Minor Subdivision | \$1,000 |
| Annexation Plat | \$200 |
| Minor Amendment | \$200 |
| Fee Type | Fee Amount |
| Zoning | |
| Planned Development (PD) | \$5,000 plus \$10 per acre |
| PD or PUD Amendment | \$1,500 plus \$10 per acre |
| Any other zoning | \$500 plus \$10 per acre |
| Any other zoning amendment | \$250 plus \$10 per acre |
| Easement and land dedications (not part of subdivision) | \$50 |
| Architectural review w/o subdivision or site plan | \$300/model |
| Temporary use permit | \$50 |
| Third party review of any application (incl. legal) | Cost to the Town |
| Wireless communication facility – administrative review | \$250 |
| Wireless communication facility – Planning Commission | \$500 |

| | |
|---|---|
| Variance | \$300 |
| Special District Service Plan: | |
| Letter of Intent Submittal Fee: | \$2,500 |
| Application Fee: | \$7,500 plus \$7,500 deposit |
| Annual Fee (applicable to all Special Districts): | \$500 for single project or \$500 plus \$250 for additional district beyond the first |
| Non-Model Service Plan Fee: | \$5,000 |
| Service Plan Amendment Fee: | \$2,500 plus \$2,500 deposit |

| Fee Type | Fee Amount |
|--|--|
| Other Expenses: | If deposit is not sufficient, applicant shall pay all reasonable consultant, legal and other fees and expenses incurred by the Town within 30 days |
| Fee in Lieu of Open Space land dedication | \$48,500/acre |
| Neighborhood park land and construction cost fee | \$236,564/acre |
| Miscellaneous Fees | |
| Recordation of mylars | Actual Cost |
| Recordation of paper | Actual Cost |
| Public notice | Actual cost |
| Vacation of right-of-way or easement | \$200 |
| Copies of maps/plans | |
| 18 inches x 24 inches | \$2/sheet |
| 24 inches x 36 inches | \$3.50/sheet |
| Over 24 inches x 36 inches | \$0.60/square foot |
| Copies of any other document | \$0.25/page |
| | |

Building Permit Fees

| Fee Type | Fee Amount |
|---|---|
| Building permit fees, based on total valuation: | |
| \$1 to \$500 | \$23.50 |
| \$501 to \$2,000 | \$23.50 for first 500 plus \$3.05 for each additional 100 or fraction thereof |

| | |
|------------------------|--|
| \$2,001 to \$25,000 | \$69.25 for first 2,000 plus \$14 for each additional 1,000 or fraction thereof |
| \$25,001 to \$50,000 | \$391.25 for first 25,000 plus \$10.10 for each additional 1,000 or fraction thereof |
| \$50,001 to \$100,000 | \$643.75 for first 50,000 plus \$7 for each additional 1,000 or fraction thereof |
| \$100,001 to \$500,000 | \$993.75 for first 100,000 plus \$5.60 for each additional 1,000 or fraction thereof |

| Fee Type | Fee Amount |
|---|---|
| \$500,001 to \$1,000,000 | \$3,233.75 for first 500,000 plus \$4.75 for each additional 1,000 or fraction thereof |
| \$1,000,001 and up | \$5,608.75 for first 1,000,000 plus \$3.15 for each additional \$1,000 or fraction thereof |
| Electrical permit fees, residential, based on total finished square feet: | |
| Total finished square feet: | |
| 0 to 1,000 | \$35 |
| 1,001 to 1,500 | \$55 |
| 1,501 to 2,000 | \$70 |
| 1,501 to 2,000 | \$70 for the first 2,000 plus \$3 per 100 square feet or fraction thereof for more than 2,000 square feet |
| Electrical permit fees, all other permit types, based on total valuation: | |
| Total valuation: | |
| \$0 to \$300 | \$30 |
| \$301 to \$2,000 | \$35 |
| \$2,001 to \$50,000 | \$15 per 1,000 or fraction thereof |
| \$50,00 to \$500,000 | \$50 plus 14 per 1,000 or fraction thereof |
| \$500,001 and up | \$550 plus 13 per 1,000 or fraction thereof |
| Mechanical permit fees, residential, based on total finished square feet: | |
| Total finished square feet: | |
| 0 to 1,000 | \$60 |
| 1,001 to 1,500 | \$70 |
| 1,501 to 2,000 | \$80 |
| 1,501 to 2,000 | \$80 for first 2,000 square feet plus \$3 per 100 square feet or fraction thereof for more than 2,000 square feet |

| | |
|---|---|
| Mechanical permit fees, all other permit types, based on total valuation: | |
| Total valuation: | |
| \$0 to \$300 | \$35 |
| \$301 to \$2,000 | \$45 |
| \$2,001 to \$50,000 | \$17 per 1,000 or fraction thereof |
| \$50,001 to \$500,000 | \$50 plus \$16 per 1,000 or fraction thereof |
| \$500,001 and up | \$550 plus \$15 per 1,000 or fraction thereof |

| Fee Type | Fee Amount |
|---|--|
| Plumbing permit fees, residential, based on total finished square feet: | |
| Total finished square feet: | |
| 0 to 1,000 | \$75 |
| 1,001 to 1,500 | \$110 |
| 1,501 to 2,000 | \$150 |
| 1,501 to 2,000 | \$150 for the first 2,000 square feet plus \$5 per 100 square feet or fraction thereof for more than 2,000 square feet |
| Plumbing permit fees, all other permit types, based on total valuation: | |
| Total valuation: | |
| \$0.00 to \$300 | \$45 |
| \$301 to \$2,000 | \$50 |
| \$2,001 to \$50,000 | \$18 per 1,000 or fraction thereof |
| \$50,001 to \$500,000 | \$50 plus \$17 per 1,000 or fraction thereof |
| \$500,001 and up | \$550 plus \$16 per 1,000 or fraction thereof |
| Miscellaneous permit fees: Fees are charged as listed above with the following exceptions: | |
| Additional plan review required by changes, additions or revisions to plans | \$75 per hour, 1 hour minimum |
| Construction trailer | \$100 |
| Demolition | \$75 |
| Fence: | |

| | | |
|--|---|--|
| Residential | Based on fees in valuation table, not to exceed \$47 | |
| Commercial | Based on fees in valuation table, not to exceed \$47 | |
| For use of outside consultants for plan checking and inspections | Actual costs | |
| Inspections, not otherwise listed | \$75/hour, 1 hour minimum | |
| Inspections outside normal business hours | \$75/hour, 2 hours minimum | |
| Fee Type | Fee Amount | |
| | | |
| Irrigation system: | | |
| Residential | Based on fees in valuation table | |
| Commercial | Based on fees in valuation table | |
| Mobile home and travel parks per space | \$30 | |
| Mobile home setup | \$125 | |
| Mobile sales office | \$100 | |
| Reinspection fees | \$75/hour, 1 hour minimum | |
| Reroof: | | |
| Residential | Based on fees in valuation table, not to exceed \$47 | |
| Commercial | Based on fees in valuation table, not to exceed \$47 | |
| Solar energy device or system: | | |
| Residential | \$164.50 | |
| Commercial | Based on fees in valuation table, not to exceed 1,000 | |
| Temporary electrical construction meter | \$25 | |
| Building codes, filing fees for appeals | \$250 | |
| Contractor licensing | 1 Year | |
| General contractor: | | |
| Class A | \$175 | |
| Class B | \$125 | |
| Class C | \$100 | |
| Class D - Specialty | \$75 | |
| Mechanical | \$100 | |
| Plumbing | \$100 | |
| Plan check fee | 65% of building permit fee | |
| Use Tax: | | |

| | |
|----------------|---|
| Boulder County | Current Boulder County use tax rate multiplied by material costs (or 50% of job valuation as determined by Chief Building Official ¹) |
| Town | Current Town use tax rate multiplied by material costs (or 50% of job valuation as determined by Chief Building Official ¹) |

| Fee Type | Fee Amount |
|--|----------------------------|
| Wastewater tap fee: | |
| ¾ inch | \$8,860 |
| 1 inch | \$14,767 |
| 1½ inches | \$29,533 |
| 2 inches | \$47,253 |
| 3 inches | \$88,600 |
| 4 inches | \$147,667 |
| 6 inches | \$295,333 |
| Potable water tap fee ² : | |
| Small home ³ | \$12,967.50 |
| ¾ inch ⁶ | \$17,290 |
| 1 inch | \$28,820 |
| 1½ inches | \$57,630 |
| 2 inches | \$92,210 |
| 3 inches | \$172,900 |
| 4 inches | \$288,170 |
| 6 inches | \$576,340 |
| Fee in lieu of dedication ² (potable water rights fee): | |
| ¾ inch | \$52,200 (See also note 4) |
| 1 inch | See note 4 |
| 1½ inches | See note 4 |
| 2 inches | See note 4 |
| 3 inches | See note 4 |
| 4 inches | See note 4 |
| 6 inches | See note 4 |
| Non-potable water tap fee ⁴ : | |
| Per acre-foot | \$17,410 |

Notes

1 Building Valuation is established by using the first Building Valuation Data Table published by the International Code Council (ICC) of the preceding year.

2 The fee in lieu of water dedication (potable water rights fee) and potable water tap fee are separate and distinct. The fee in lieu of water dedication is required by Section 8-1-9 of the Erie Municipal Code. Potable water tap fees are required by Sections 8-1-8 and 8-1-18 of the Erie Municipal Code.

3 A small home is defined in Section 8-1-3 of the Erie Municipal Code as having less than 1,000 square feet in size and a lot size of 2,000 square feet or less. An additional \$1,729 may be added to this tap fee for each additional 1,000 square feet of lot size. Townhomes and condominiums are dwelling units described in Section 8-1-3. This tap fee shall apply to condominiums with individual water taps.

4 Section 8-1-9 of the Municipal Code defines the manner in which the Town determines the amount of fees in lieu of water dedication. Fee-in-lieu for water dedication may be paid at time of building permit application to secure a water allocation from the Town's water supply inventory. The fee must be paid in full prior to the issuance of the building permit.

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

6 For residential units that require a $\frac{3}{4}$ inch potable water tap but also require an automatic sprinkler system, the $\frac{3}{4}$ inch water tap fee shall be charged, but a Fireflow Surcharge of \$170 shall be added to said tap fee.

Town of Erie Fee Schedule

Effective ~~January 13, 2026~~
(all fees in U.S. Dollars)

Administrative Fees

| Fee Type | Fee Amount | |
|--|---|-----------------------|
| Amusement devices, pinball games, music boxes, etc.: | | |
| -Dealer license | \$25 | |
| -Operator license, first device | \$10 | |
| -For each additional device | \$10 | |
| Annexation elections | Actual costs, as determined by Town Clerk | |
| Backyard chicken license | \$25 | |
| Block parties | \$25/day | |
| Cemetery | | |
| -Grave (resident) | \$2,500/ plot | |
| -Grave (non-resident) | \$3,500/ plot | |
| -Grave opening and closing | \$1,500 | 7 am to 3 pm weekdays |
| -Cremains opening and closing | \$850 | 7 am to 3 pm weekdays |
| -Open and close after 3 pm or Saturday | \$850 additional | |
| -Grave marking for monument placement | First time no charge; \$40 for all additional requests | |
| Commercial business license | \$50/year | |
| Home occupation license | \$25/ year | |
| Community events: | | |
| -Application processing fee | \$200 | |
| -Permit fee | \$50 | |
| Copies: | | |
| -Audiotapes | \$15 | |
| -Information provided on thumb drive: | Actual cost of device | |
| -Photographs | \$15 plus actual copy cost | |
| -Financial statement report (audit) | \$15 | |
| -Photocopying services | \$0.25 | |
| -Standard computer printouts | \$1.25/page | |
| Door-to-door solicitation license (no group rates): | | |
| -Per individual | \$35/month + \$18.50 one-time fee | |
| | \$100/year + \$18.50 | |
| -Handbill distributor license | \$5/day \$25/month \$50/year | |
| Gaming Establishments | | |

| | |
|---|---|
| Billiard halls, game rooms, and restaurants; license | \$25 |
| -For each additional room | \$25 |
| Billiard tables, shuffleboard tables, other games and shooting galleries; license for first table, shooting gallery, etc. | \$25 |
| Junk dealers | \$25/3 months \$50/year |
| Liquor licensing/permits | |
| -Liquor licenses | Fees set per C.R.S Title 44 as amended. |
| -Open Container/Private Event | \$25/each event |
| -Promotional Associations: | |
| -Application for Promotional Association | \$500/year |
| -Application for attachment to a common consumption area | \$100/year |
| -Application for recertification of a Promotional Association | \$100/year |
| -Special Event Liquor Permit | \$100 |
| Manufacturing or assembly license | \$100/year |
| Marijuana | |
| -Medical marijuana patient registration: | |
| -Application fee | \$50 |
| -Late application fee | \$25 |
| -Medical marijuana primary caregiver license: | |
| -Application fee | \$100 |
| -Late application fee | \$200 |
| -Recreational marijuana retail license: | |
| -Application fee | \$2,000 |
| -Late Application fee | \$500 |
| -Renewal fee | \$1,500 |
| -Transfer of ownership | \$2,000 |
| -Modification of Premises | \$750 |
| -Change of Location | \$1,000 |
| -Change/Registration of Manager | \$100 |
| Meeting room rental fee: | |
| -Resident | \$35/hour |
| -Nonresident | \$40/hour |
| -Nonprofit | \$15/hour |
| Mobile Vendor Permit | \$50/year |
| Public Records: | |
| -Copies, printouts, or photographs | \$0.25 per standard page or actual cost of providing copy of document that is not a standard page |
| -Electronic transmission via email | Free |

| | |
|--|--|
| | |
| -Electronic transmission via thumb drive or - other device | Actual cost of device |
| -Plot Map | \$5 |
| -Postage/courier | Actual cost |
| -Research and retrieval time | First hour free \$41.37 per hour for any additional time 50% deposit required prior to commencement of research or retrieval |
| Returned Check Fee | \$25 |

Police Fees

| Fee Type | Fee Amount |
|-------------------------------|--|
| Crime/Incident Reports | \$7.00 for the first 10 pages \$0.25 for each additional page |
| Crash Reports | No charge |
| Research Fee | \$41.37/hr. First Hour free of charge |
| Video Recording | \$20.00/hr. (1 hr. minimum) |
| Photos | \$5.00 per 25 photos |
| Thumb Drive | \$20.00 in addition to the video/photo fee |
| VIN Inspection (Noncertified) | \$10.00 |
| Fingerprints | \$10 per card |
| Local Background Check | No Charge |
| Sex Offender Registration | No Charge |
| Notary | No Charge |
| Bond Filing Fee | No Charge |

Municipal Court Fees

| Fee Type | Fee Amount |
|---|---|
| Collection fee upon referral of delinquent monetary amounts due to a collection agency | 18% of total due, assessed by collection agency |
| Court costs upon entry of a plea of guilty, nolo contendere, or finding of guilt or liability | \$30 |
| Surcharge | \$30 |
| Default judgment fee | \$30 |
| Traffic accident fee | \$50 |
| Warrant fee | \$55 |
| Deferred judgment fee | \$50 |
| Deferred prosecution fee | \$50 |
| Returned Check Fee | \$25 |
| Petition to Seal Records filing fee | \$65 |
| Jury fee (forfeited if jury summonsed; refunded if found not guilty) | \$25 |
| Certified copy of any court record | \$20 |
| USB Drive | \$5 |
| Criminal justice records (excludes law enforcement reports, criminal history and driver's license information). Includes search, retrieval, redaction, and copy of up to 10 pages, 0.10/page thereafter | \$10 |
| Criminal justice records requests requiring more than 15 minutes to search retrieve, redact, and copy/download. Deposit for estimated amount to be paid prior to search. | \$45/hour |
| Payment of Jurors | \$3 for appearing, \$6 for serving |

Public Works Department Fees

| Fee Type | Fee Amount |
|--|---|
| Airport land rental: | |
| Improved land | \$0.28/square foot annually |
| Unimproved land | \$0.14/square foot annually |
| T-hangar space rental | \$50/month |
| Airport through-the-fence fee: | |
| Residential | \$600/year |
| Commercial | \$0.25/square foot (minimum \$600 annually) |
| Design and construction standards book | \$50 |
| Easement or right-of-way review | \$50 |

| Fee Type | Fee Amount |
|------------------|------------|
| Tie down rental: | |
| North ramp | \$35 |
| South ramp | \$50 |

| Fee Type | Fee Amount |
|--------------------------------|--|
| Access Permit | Temporary and Residential - 150 Industrial and Commercial \$300 |
| Right-of-way permit | \$150 |
| Floodplain development permit | \$50, plus third party review costs and FEMA application and review fees |
| Stormwater Quality Permit | \$100 review fee plus \$25/disturbed acre; \$100 annual renewal fee |
| Meter pit covered (no read) | \$50 |
| Meter reinstallation | \$47 |
| Public improvement permit: | |
| Sewer main | \$0.15/linear foot |
| Manholes | \$20 |
| Service lateral inspection | \$20 |
| Storm drainage: | |
| Main installation | \$0.15/linear foot |
| Storm drainage inlets | \$20 |
| Storm sewer manholes | \$20 |
| Sediment and erosion control | \$50/acre |
| Trickle channels | \$0.15/linear foot |
| ponds/dirt | \$0.05/cubic yard |
| Drainageways, major (concrete) | \$6/cubic yard |
| Surface improvements: | |

| | |
|--|---------------------------|
| Curb, gutter, or curb walk | \$0.15/linear foot |
| Detached sidewalk/trails | \$0.15/linear foot |
| Handicap ramps | \$15 |
| Pavement | \$0.15/square yard |
| Cross pan | \$25 |
| Drive approach for streets with detached walks or vertical curbs | \$15 |
| Proof roll (based on road centerline) | \$0.10/linear foot |
| Major structures (concrete) | \$6/cubic yard |
| Water improvements: | |
| Main installation | \$0.15/linear foot |
| Hydrant | \$20 |
| Service line, including meter pit | \$30 |
| Valves | \$2 |
| Manholes or vaults | \$20 |
| Landscape improvements: | |
| Site preparation | \$0.02/square yard |
| Fee Type | Fee Amount |
| Improved surfaces | \$0.15/ square yard |
| Trees and shrubs | \$2 per tree/ shrub |
| Fences | \$0.10/linear foot |
| Total lot including all structures and equipment | \$500 |
| Sod | \$0.10/square yard |
| Facilities | 50% of construction costs |
| Plan review and inspection | 65% of PIP fee |
| Standard GIS maps: | |
| 8.5 inches x 11 inches | \$10 |
| 11 inches x 17 inches | \$13 |
| 18 inches x 24 inches | \$16 |
| 24 inches x 36 inches | \$20 |
| 36 inches x 58 inches | \$25 |

Utilities Department Fees

| Fee Type | Fee Amount |
|---|-------------|
| Storm drainage fee: | 2026 |
| Rate per single-family residential equivalent (SFRE) ¹ | \$13.72 |
| <p>Notes</p> <p>¹ Irrigation customers are not assessed a storm drainage fee. Storm drainage fees are assessed based on the impervious area of the property. The average impervious square footage of a single-family residence in the Town is 5,300 square feet, defined as a single-family residential equivalent (SFRE). All residential customers will be charged on the assumption that their property is equal to 1 SFRE. Commercial customers will be charged based on the impervious square footage divided by 5,300 square feet. For example, for a commercial property with 25,000 impervious square feet, the monthly storm drainage fee would be 56.55 in 2025(25,000 impervious square feet divided by 5,300 square feet equals 4.72 SFREs; 4.72 SFREs multiplied by 13.72 = 64.75).</p> | |

| Wastewater rates: ¹ | | |
|---|-------------|-------------|
| | 2025 | 2026 |
| Service charge, amount per monthly bill: | | |
| Residential: Single-Family, Multi-Family, & Townhomes ² | \$10.30 | \$10.30 |
| Commercial | \$10.30 | \$10.30 |
| Volume charge, amount per 1,000 gallons (based on Winter average usage December—February) ³ : | 2025 | 2026 |
| Residential: | | |
| Single-Family | \$9.45 | \$9.45 |
| Townhomes ² & Multi-Family | \$8.20 | \$8.20 |
| Commercial: | \$8.20 | \$8.20 |
| <p>Notes</p> <p>¹ All gallon usage is based on water usage and is calculated by rounding to the nearest 1,000 gallons. For commercial accounts, if internal water usage patterns for the months of December—February are not representative of internal usage throughout the year, the monthly wastewater volume charge will be based on each month's water usage. The appropriate basis for commercial wastewater charges for each account will be</p> | | |

established by the Town at the inception of each account, and is subject to adjustment if usage patterns change. The effective date for the rate increase shall be the first day of the calendar year.

² If individually metered.

³ Average winter wastewater usage will be used during the following 12 months to calculate the volume charge. For example, average usage for December 2025, January 2026 and February 2026 will be used as the basis for the volume charge for the period March 2026.

| Fee Type | Fee Amount |
|----------------------|---------------------------|
| Water hydrant meter: | |
| Deposit | \$4,000 |
| Fee: | Base Fee of \$85.38/month |
| Per 1,000 gallons | \$7.45 |
| Water meter: | |
| Shutoff fee | \$55 |
| Turn on fee | \$55 |
| Reread fee | \$75 |

| Fee Type | Fee Amount | |
|---|-------------|-------------|
| Water rates, potable: | | |
| Service charge, amount per monthly bill: | | |
| | 2025 | 2026 |
| Residential: Single-Family, Townhomes ¹ , & Multi-Family | | |
| ¾ inch | \$20.47 | \$22.21 |
| 1 inch | \$29.43 | \$31.93 |
| 1½ inches | \$51.82 | \$56.22 |
| 2 inches | \$78.69 | \$85.38 |
| 3 inches | \$150.34 | \$163.12 |
| 4 inches | \$230.94 | \$250.57 |
| 6 inches | \$454.85 | \$493.51 |
| Commercial and irrigation: | | |
| ¾ inch | \$19.36 | \$22.21 |
| 1 inch | \$26.83 | \$31.93 |
| 1½ inches | \$45.53 | \$56.22 |
| 2 inches | \$67.96 | \$85.38 |
| 3 inches | \$127.78 | \$163.12 |
| 4 inches | \$195.08 | \$250.57 |
| 6 inches | \$382.01 | \$493.51 |
| Volume charge, amount per 1,000 gallons: | | |
| Residential: Single-Family & Townhomes ¹ | 2025 | 2026 |
| First 5,000 gallons | \$5.97 | \$6.48 |
| Next 10,000 gallons | \$7.47 | \$8.10 |
| Next 10,000 gallons | \$11.17 | \$12.12 |
| Over 25,000 gallons | \$16.72 | \$18.14 |
| Residential: Multi-Family | | |
| First 5,000 gallons | \$5.53 | \$6.00 |
| Next 10,000 gallons | \$5.53 | \$6.00 |
| Next 10,000 gallons | \$5.53 | \$6.00 |
| Over 25,000 gallons | \$5.53 | \$6.00 |
| Commercial: | | |
| Per 1,000 gallons | \$6.87 | \$7.45 |
| Irrigation: | | |
| Per 1,000 gallons | \$9.86 | \$10.70 |
| Notes | | |
| ¹ Usage is based on water usage and is calculated by rounding to the nearest 1,000 gallons. The effective date for the rate increase is the first day of the calendar year. ² If individually metered. | | |

| Fee Type | Fee Amount |
|--|-----------------------|
| Water rates, nonpotable: | |
| Volume charge, amount per 1,000 gallons: | |
| Vista Ridge development | \$1.33 |
| Town owned facilities | \$1.33 |
| Customers with on site nonpotable storage | \$2.66 |
| Customers with direct connection to Town's nonpotable system | \$4.32 |
| Fee Type | Fee Amount |
| Oil and gas well development water rate | \$11.46/1,000 gallons |
| Reuse water rate | \$200/acre-foot |
| Meter pit rejection | \$500 |

Planning & Development Department Fees

| Fee Type | Fee Amount |
|---|----------------------------|
| Annexation: | |
| Minor annexation - up to 20 acres | \$500 |
| Minor Annexation - 20 acres to 40 acres | \$1,000 |
| Major Annexation – Over 40 acres | \$2,000 |
| Comprehensive Plan Amendment: | |
| Minor – Less than 40 acres | \$200 |
| Major – More than 40 acres | \$1,000 |
| Site Improvement Plan: | |
| Residential | \$200 plus \$10/unit |
| Non-residential Major ($\geq 10,000$ s.f. GFA) | \$1,000 |
| Non-residential Minor ($< 10,000$ s.f. GFA) | \$500 |
| Site Plan Amendment: | |
| Residential | \$200 plus \$10/unit |
| Non-residential Major | \$500 |
| Non-residential Minor | \$100 |
| Special Use Permit | |
| Oil and Gas well | \$1,200 |
| All other types | \$500 |
| Subdivision: | |
| Sketch Plan | \$500 plus \$5/lot |
| Preliminary Plan | \$1,000 plus \$20/lot |
| Final Plat | \$1,000 plus \$10/lot |
| Minor Subdivision | \$1,000 |
| Annexation Plat | \$200 |
| Minor Amendment | \$200 |
| Fee Type | Fee Amount |
| Zoning | |
| Planned Development (PD) | \$5,000 plus \$10 per acre |
| PD or PUD Amendment | \$1,500 plus \$10 per acre |
| Any other zoning | \$500 plus \$10 per acre |
| Any other zoning amendment | \$250 plus \$10 per acre |
| Easement and land dedications (not part of subdivision) | \$50 |
| Architectural review w/o subdivision or site plan | \$300/model |
| Temporary use permit | \$50 |
| Third party review of any application (incl. legal) | Cost to the Town |
| Wireless communication facility – administrative review | \$250 |
| Wireless communication facility – Planning Commission | \$500 |

| | |
|---|---|
| Variance | \$300 |
| Special District Service Plan: | |
| Letter of Intent Submittal Fee: | \$2,500 |
| Application Fee: | \$7,500 plus \$7,500 deposit |
| Annual Fee (applicable to all Special Districts): | \$500 for single project or \$500 plus \$250 for additional district beyond the first |
| Non-Model Service Plan Fee: | \$5,000 |
| Service Plan Amendment Fee: | \$2,500 plus \$2,500 deposit |

| Fee Type | Fee Amount |
|--|--|
| Other Expenses: | If deposit is not sufficient, applicant shall pay all reasonable consultant, legal and other fees and expenses incurred by the Town within 30 days |
| Fee in Lieu of Open Space land dedication | \$48,500/acre |
| Neighborhood park land and construction cost fee | \$236,564/acre |
| Miscellaneous Fees | |
| Recordation of mylars | Actual Cost |
| Recordation of paper | Actual Cost |
| Public notice | Actual cost |
| Vacation of right-of-way or easement | \$200 |
| Copies of maps/plans | |
| 18 inches x 24 inches | \$2/sheet |
| 24 inches x 36 inches | \$3.50/sheet |
| Over 24 inches x 36 inches | \$0.60/square foot |
| Copies of any other document | \$0.25/page |
| | |

Building Permit Fees

| Fee Type | Fee Amount |
|---|---|
| Building permit fees, based on total valuation: | |
| \$1 to \$500 | \$23.50 |
| \$501 to \$2,000 | \$23.50 for first 500 plus \$3.05 for each additional 100 or fraction thereof |

| | |
|------------------------|--|
| \$2,001 to \$25,000 | \$69.25 for first 2,000 plus \$14 for each additional 1,000 or fraction thereof |
| \$25,001 to \$50,000 | \$391.25 for first 25,000 plus \$10.10 for each additional 1,000 or fraction thereof |
| \$50,001 to \$100,000 | \$643.75 for first 50,000 plus \$7 for each additional 1,000 or fraction thereof |
| \$100,001 to \$500,000 | \$993.75 for first 100,000 plus \$5.60 for each additional 1,000 or fraction thereof |

| Fee Type | Fee Amount |
|---|---|
| \$500,001 to \$1,000,000 | \$3,233.75 for first 500,000 plus \$4.75 for each additional 1,000 or fraction thereof |
| \$1,000,001 and up | \$5,608.75 for first 1,000,000 plus \$3.15 for each additional \$1,000 or fraction thereof |
| Electrical permit fees, residential, based on total finished square feet: | |
| Total finished square feet: | |
| 0 to 1,000 | \$35 |
| 1,001 to 1,500 | \$55 |
| 1,501 to 2,000 | \$70 |
| 1,501 to 2,000 | \$70 for the first 2,000 plus \$3 per 100 square feet or fraction thereof for more than 2,000 square feet |
| Electrical permit fees, all other permit types, based on total valuation: | |
| Total valuation: | |
| \$0 to \$300 | \$30 |
| \$301 to \$2,000 | \$35 |
| \$2,001 to \$50,000 | \$15 per 1,000 or fraction thereof |
| \$50,00 to \$500,000 | \$50 plus 14 per 1,000 or fraction thereof |
| \$500,001 and up | \$550 plus 13 per 1,000 or fraction thereof |
| Mechanical permit fees, residential, based on total finished square feet: | |
| Total finished square feet: | |
| 0 to 1,000 | \$60 |
| 1,001 to 1,500 | \$70 |
| 1,501 to 2,000 | \$80 |
| 1,501 to 2,000 | \$80 for first 2,000 square feet plus \$3 per 100 square feet or fraction thereof for more than 2,000 square feet |

| | |
|---|---|
| Mechanical permit fees, all other permit types, based on total valuation: | |
| Total valuation: | |
| \$0 to \$300 | \$35 |
| \$301 to \$2,000 | \$45 |
| \$2,001 to \$50,000 | \$17 per 1,000 or fraction thereof |
| \$50,001 to \$500,000 | \$50 plus \$16 per 1,000 or fraction thereof |
| \$500,001 and up | \$550 plus \$15 per 1,000 or fraction thereof |

| Fee Type | Fee Amount |
|---|--|
| Plumbing permit fees, residential, based on total finished square feet: | |
| Total finished square feet: | |
| 0 to 1,000 | \$75 |
| 1,001 to 1,500 | \$110 |
| 1,501 to 2,000 | \$150 |
| 1,501 to 2,000 | \$150 for the first 2,000 square feet plus \$5 per 100 square feet or fraction thereof for more than 2,000 square feet |
| Plumbing permit fees, all other permit types, based on total valuation: | |
| Total valuation: | |
| \$0.00 to \$300 | \$45 |
| \$301 to \$2,000 | \$50 |
| \$2,001 to \$50,000 | \$18 per 1,000 or fraction thereof |
| \$50,001 to \$500,000 | \$50 plus \$17 per 1,000 or fraction thereof |
| \$500,001 and up | \$550 plus \$16 per 1,000 or fraction thereof |
| Miscellaneous permit fees: Fees are charged as listed above with the following exceptions: | |
| Additional plan review required by changes, additions or revisions to plans | \$75 per hour, 1 hour minimum |
| Construction trailer | \$100 |
| Demolition | \$75 |
| Fence: | |

| | | |
|--|---|--|
| Residential | Based on fees in valuation table, not to exceed \$47 | |
| Commercial | Based on fees in valuation table, not to exceed \$47 | |
| For use of outside consultants for plan checking and inspections | Actual costs | |
| Inspections, not otherwise listed | \$75/hour, 1 hour minimum | |
| Inspections outside normal business hours | \$75/hour, 2 hours minimum | |
| Fee Type | Fee Amount | |
| | | |
| Irrigation system: | | |
| Residential | Based on fees in valuation table | |
| Commercial | Based on fees in valuation table | |
| Mobile home and travel parks per space | \$30 | |
| Mobile home setup | \$125 | |
| Mobile sales office | \$100 | |
| Reinspection fees | \$75/hour, 1 hour minimum | |
| Reroof: | | |
| Residential | Based on fees in valuation table, not to exceed \$47 | |
| Commercial | Based on fees in valuation table, not to exceed \$47 | |
| Solar energy device or system: | | |
| Residential | \$164.50 | |
| Commercial | Based on fees in valuation table, not to exceed 1,000 | |
| Temporary electrical construction meter | \$25 | |
| Building codes, filing fees for appeals | \$250 | |
| Contractor licensing | 1 Year | |
| General contractor: | | |
| Class A | \$175 | |
| Class B | \$125 | |
| Class C | \$100 | |
| Class D - Specialty | \$75 | |
| Mechanical | \$100 | |
| Plumbing | \$100 | |
| Plan check fee | 65% of building permit fee | |
| Use Tax: | | |

| | |
|----------------|---|
| Boulder County | Current Boulder County use tax rate multiplied by material costs (or 50% of job valuation as determined by Chief Building Official ¹) |
| Town | Current Town use tax rate multiplied by material costs (or 50% of job valuation as determined by Chief Building Official ¹) |

| Fee Type | Fee Amount |
|--|---|
| Wastewater tap fee: | |
| ¾ inch | \$8,860 |
| 1 inch | \$14,767 |
| 1½ inches | \$29,533 |
| 2 inches | \$47,253 |
| 3 inches | \$88,600 |
| 4 inches | \$147,667 |
| 6 inches | \$295,333 |
| Potable water tap fee ² : | |
| Small home ³ | \$12,967.50 |
| ¾ inch ⁶ | \$17,290 |
| 1 inch | \$28,820 |
| 1½ inches | \$57,630 |
| 2 inches | \$92,210 |
| 3 inches | \$172,900 |
| 4 inches | \$288,170 |
| 6 inches | \$576,340 |
| Fee in lieu of dedication ² (potable water rights fee): | |
| ¾ inch | \$31,400 (See also note 4) \$52,200 |
| 1 inch | See note 4 |
| 1½ inches | See note 4 |
| 2 inches | See note 4 |
| 3 inches | See note 4 |
| 4 inches | See note 4 |
| 6 inches | See note 4 |
| Non-potable water tap fee ⁴ : | |
| Per acre-foot | \$17,410 |

Notes

1 Building Valuation is established by using the first Building Valuation Data Table published by the International Code Council (ICC) of the preceding year.

2 The fee in lieu of water dedication (potable water rights fee) and potable water tap fee are separate and distinct. The fee in lieu of water dedication is required by Section 8-1-9 of the Erie Municipal Code. Potable water tap fees are required by Sections 8-1-8 and 8-1-18 of the Erie Municipal Code.

3 A small home is defined in Section 8-1-3 of the Erie Municipal Code as having less than 1,000 square feet in size and a lot size of 2,000 square feet or less. An additional \$1,729 may be added to this tap fee for each additional 1,000 square feet of lot size. Townhomes and condominiums are dwelling units described in Section 8-1-3. This tap fee shall apply to condominiums with individual water taps.

4 Section 8-1-9 of the Municipal Code defines the manner in which the Town determines the amount of fees in lieu of water dedication. **Fee-in-lieu for water dedication may be paid at time of building permit application to secure a water allocation from the Town's water supply inventory. The fee must be paid in full prior to the issuance of the building permit**

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

6 For residential units that require a $\frac{3}{4}$ inch potable water tap but also require an automatic sprinkler system, the $\frac{3}{4}$ inch water tap fee shall be charged, but a Fireflow Surcharge of \$170 shall be added to said tap fee.

Water Dedication Fee Summary by Community

| Community | Raw water fee for 3/4" tap for residential property (does <u>not</u> include water tap fee) | Allow Cash In Lieu? | NISP/Windy Gap Firming (WGFP) Participant? |
|---|--|----------------------------------|--|
| Longmont | \$13,501 | Yes | WGFP |
| Boulder | \$20,017 | Yes | No |
| Superior | \$37,146 | Yes | WGFP |
| Dacono | \$39,200 | Yes, per Cash-In-Lieu Agreements | NISP |
| City of Loveland | \$48,825 | Yes | WGFP |
| Fort Collins-Loveland Water District | \$51,600 | Yes | NISP |
| Erie | \$52,200 | Yes | NISP/WGFP |
| Lafayette | \$52,878 | Strongly Discouraged | NISP/WGFP |
| Louisville | \$53,500 | Yes | WGFP |
| Left Hand Water District | \$55,800 | Yes | NISP |
| Fort Lupton | \$70,000 | Yes | NISP/WGFP |
| Central Weld Water District (serves portions of Frederick, Dacono, Firestone & Southwest Weld County) | \$111,000 | Yes (based on CBT Market Price) | NISP/WGFP |
| Little Thompson Water District (Berthoud Area) | \$148,500 | Yes | WGFP |
| Brighton | Water Dedication Required | No | No |



TOWN OF ERIE

645 Holbrook Street
Erie, CO 80516

Town Council

Board Meeting Date: 5/26/2026

File #: 2026-259, **Version:** 1

SUBJECT:

A Resolution of the Town Council of the Town of Erie Approving the Twenty-Second Interim Agreement between the Northern Colorado Water Conservancy District, through its Northern Integrated Supply Project Water Activity Enterprise, and the Town of Erie, Acting by and Through its Erie Water Activity Enterprise

DEPARTMENT: Utilities Finance

PRESENTER(S): Todd Fessenden, Utilities Director
Pete Johnson, Water Counsel
Andrea Kehrl, Water Counsel
Sara Hancock, Finance Director

TIME ESTIMATE: 30 minutes
For time estimate: please put 0 for Consent items.

FISCAL SUMMARY:

| | |
|-----------------------------|--|
| Cost as Recommended: | \$2,873,007 |
| Balance Available: | \$2,359,496 + \$550,000 transfer request |
| Fund | Water Fund |
| Line Item Number: | 500-75-110-603500-100007 |
| Budget Transfer: | \$550,000 from 500-75-110-605000-257513 |
| New Appropriation Required: | No |

POLICY ISSUES:

NISP is intended to provide a new water supply to meet part of the Town’s anticipated future water demands, and it is an important project necessary to meet those demands. It also provides additional flexibility within the NCWCD system with Erie’s CBT and Windy Gap Units.

STAFF RECOMMENDATION:

Approve the Resolution

SUMMARY/KEY POINTS

- NISP is a key aspect of the Town’s future water supply.
- NISP is not a Colorado River source and therefore adds redundancy and resiliency

- There are no alternative projects that can deliver the quantity and quality of NISP

BACKGROUND OF SUBJECT MATTER:

The Town of Erie previously approved numerous agreements with the Northern Colorado Water Conservancy District, acting by and through its Northern Colorado Water Conservancy District Northern Integrated Supply Project Water Activity Enterprise, (NCWCD) to participate in the Northern Integrated Supply Project (NISP or the Project). The Town of Erie, acting by and through its Erie Water Activity Enterprise, (Erie) is participating in the Project for a permitted firm yield of 4,500 acre-feet per year of water for future water demands.

At this time, NCWCD has requested that each participant in NISP enter into a Twenty-Second Interim Agreement for Participation in NISP (Agreement) to continue its participation into 2026 and to provide funds in support of the Project in 2026 and 2027, as discussed in more detail below. The proposed Agreement between Erie and NCWCD is attached hereto, and the Project participants' financial contributions for this Interim Agreement are listed in Exhibit B to the Agreement.

As background, NISP is a water project coordinated by NCWCD to develop additional water resources for 9 participant water providers within northern Colorado including Erie, Left Hand Water District, Fort Morgan, Central Weld County Water District, Windsor, Frederick, Fort Lupton, Lafayette, and Dacono. Erie has participated in this group for the past 21 years to cooperatively pursue the Project. NISP is intended to provide a new water supply to meet part of the Town's anticipated future water demands, and it is an important project necessary to meet those demands. NCWCD has a NISP webpage with additional information, maps, etc. which can be found here: <https://www.northernwater.org/nisp>.

NISP is a substantial project consisting of two large reservoirs and all related facilities. Numerous phases of NISP have been completed to date. The completed and future phases of the Project are summarized below:

- Phase 1 investigated Poudre River and South Platte River water rights and potential reservoir sites in the Poudre Basin and has been completed.
- Phase 2 consisted of additional reservoir site investigations, alternatives analyses, environmental studies, and financial analyses, and has been completed.
- Phase 3 is ongoing and consists of the permitting activities with the U.S. Army Corps of Engineers and other agencies, in addition to other NEPA compliance activities. The Army Corps of Engineers issued their Section 404 Permit for the Project, which was a major milestone for Phase 3. The 404 permit has been challenged, and litigation is ongoing.
- Phase 4 consisted of the preliminary design and the first phase of geotechnical investigation for the Glade Reservoir, the largest reservoir in the Project, and has been completed.
- Phase 5 is ongoing and consists of Glade Reservoir facility design and necessary geotechnical work, and design of the Highway 287 relocation.

- Phase 6 is ongoing and consists of continuing refinement of the conveyance and delivery system, negotiations concerning the South Platte Water Conservation Project and development of agreement with the subject ditch companies, land and easement identification and potential purchase, and advancement of mitigation plans including the potential pursuit of time-sensitive mitigation activities.
- Phase 7 is ongoing and consists of the development of a NISP Allotment Contract, financial planning for the Project, and legal defense of the Project permits.
- Phase 8 involves early pipeline construction, procurement of electrical materials for the Highway 287 relocation, and advancement of the option agreement for the Timnath Inlet Canal.

Erie staff, in coordination with water resources and legal consultation, has determined that NISP has the potential to provide up to 4,500 acre-feet of firm annual water yield to partially meet Erie's ultimate projected raw water demand. NISP provides a good opportunity to acquire a large portion of Erie's future water supply and provides additional flexibility within the NCWCD system with Erie's CBT and Windy Gap Units.

Should Council wish to choose another path forward; staff will offer up additional options for consideration.

The project is over the existing budget. In order to complete this project, Staff asks Council to transfer \$550,000 to Budget Line Number 500-75-110-603500-100007 (Raw Water Acquisitions - NISP) from (500-75-110-605000-257513) (NISP Conveyance Easement Acquisitions).

ATTACHMENT(S):

1. Resolution
2. Agreement
3. Presentation

**Town of Erie
Resolution No. 26-099**

A Resolution of the Town Council of the Town of Erie Approving the Twenty-Second Interim Agreement between the Northern Colorado Water Conservancy District, through its Northern Integrated Supply Project Water Activity Enterprise, and the Town of Erie, Acting by and Through its Erie Water Activity Enterprise

Whereas, the Town is a participant in the Northern Integrated Supply Project ("NISP"), a regional water project coordinated by the Northern Integrated Supply Project Water Activity Enterprise for the development of additional water resources for 9 water providers in northern Colorado;

Whereas, NISP is a very substantial water project consisting of two large reservoirs and related facilities;

Whereas, numerous design, regulatory, and other planning activities have been completed, and certain governmental approvals have been issued for NISP;

Whereas, additional design, regulatory, and other planning and pre-construction activities for NISP will continue into 2026; and

Whereas, the Town Council finds that it is in the best interest of the public health, safety, and welfare to approve the Twenty-Second Interim Agreement, continue the Town's participation in NISP and approve the Town's *pro rata* share of the financial contributions necessary for NISP activities in 2026 in the amount of \$2,873,077.

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

Section 1. The Twenty-Second Interim Agreement between the Town and the Northern Colorado Water Conservancy District is hereby approved in substantially the form attached hereto, subject to final approval by the Town's water counsel. Upon such approval, the Mayor is authorized to execute the Twenty-Second Interim Agreement on behalf of the Town.

Adopted this 26th day of May, 2026.

Andrew J. Moore, Mayor

Resolution No. 26-099
Page 1 of 2

Attest:

Debbie Stamp, Town Clerk

TWENTY-SECOND INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of _____, 2026, by and between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District (“District”), and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the “NISP Enterprise”), and the Town of Erie, acting by and through its Erie Water Activity Enterprise, a water activity enterprise and government-owned business within the meaning of Article X, Section 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101 et seq., whose address is P.O. Box 750, Erie, CO 80516-0750 (“Participant”).

Recitals

- A. The NISP Enterprise is developing a water project (the “Project”) for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.
- D. The Third Phase, Years 7 through 21 (hereinafter referred to as “Phase 3A”), will consist of further agency consultation, permitting work with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- E. The Fifth Phase of the Project consists of the Glade Reservoir final design advancement, Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.
- F. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, analysis of direct use of South Platte water, land, and easement definition and purchase, and advancement of time-sensitive mitigation activities.
- G. The Seventh Phase involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits and approvals, and overall project administration.
- H. The Eighth Phase involves early pipeline construction, procurement of electrical

materials for the Highway 287 relocation, and advancement of the option agreement for the Timnath Inlet Canal.

- I. It is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, 7, and 8 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.
- J. Pursuing these Phases 3A, 5, 6, 7, and 8 of the Project on behalf of the participants will require continued funding from the participants.

Agreement

1. The Participant agrees to participate in Phases 3A, 5, 6, 7, and 8 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in the development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 is included in **Exhibit A**. Participation in this Agreement in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.
2. For the purposes of cost allocation in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 for the period May 1–December 31, 2026, the cost is based upon the Participant’s base requested capacity (expressed in acre-feet) divided by the total requested base Project yield (see attached **Exhibit B**). The Participant’s base requested capacity in the Project is 4,500 acre-feet of water yield, meaning its allocation of costs for the period May 1–December 31, 2026 equates to a total of \$2,873,077. Attached hereto as **Exhibit B** is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for the period May 1–December 31, 2026, for each Participant based on the cost allocation above. The costs covered by this Agreement shall be separate from costs covered by the NISP Phase 1 Agreement between the NISP Enterprise and the Participant. The Participant may request an increase in base requested capacity, subject to Enterprise Board approval and payment of costs on a per-unit basis consistent with this Agreement. A request by Participant to reduce its base requested capacity after signing this agreement may occur as provided in the NISP Phase 1 Agreement between the NISP Enterprise and the Participant, upon which the Participant shall not be entitled to any return of funds paid to the NISP Enterprise consistent with this Agreement.
3. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated May 1–December 31, 2026, costs necessary for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project as described in Paragraph 2. The Participant will pay the NISP Enterprise its pro rata share of May 1–December 31, 2026, costs on or before May 15, 2026. The NISP Enterprise will invoice the Participant for this payment. These estimated costs will not be increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 (regardless of whether they are expended in 2026 or a subsequent

year) will, after all said phases are complete, be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8. Alternatively, NISP Enterprise may apply unspent funds to other phases of the Project and/or future Interim Agreements with the prior permission of the Participant.

4. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for the Participant's benefit under this Paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder.
5. In the event that the Participant fails to execute a subsequent Interim Agreement when this Agreement expires, and Participant also has not executed an allotment contract establishing the terms of its continued participation in the Project, the NISP Enterprise shall cease work on the Project for the Participant's benefit as provided herein, and the Participant will be in default pursuant to the Phase 1 Agreement. Regardless of the reason for termination of the Participant's participation in the Project, the Participant remains responsible for its pro rata share of the May 1–December 31, 2026, costs of Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project under this Agreement, and the Participant shall not be entitled to any return of funds, except in circumstances under which Paragraph 7 applies.
6. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 8 or that it will construct or operate the Project. At the end of the Eighth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the NISP Enterprise reasonably determines that the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by a sufficient number of participants to fully fund the Project, together with any other funds held or obtained by the NISP Enterprise. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
7. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs as of the date the Project is terminated, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the

NISP Enterprise or its consultants on behalf of the Participant, and NISP Enterprise Board shall, in its sole discretion: (i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under Paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or (ii) disburse to the Participants the proceeds of any sale of assets in proportion to each Participant's cost allocation. The Parties agree that this Paragraph does not apply to, and shall not alter, the terms and conditions in the NISP Phase 1 Agreements applicable to "NISP Phase 1 Assets," as that term is defined in the NISP Phase 1 Agreements.

8. The Participant shall have the right to assign this Agreement and the Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any entity that is eligible to receive water deliverable through the Project, that is financially able to perform this Agreement, and that is approved to receive a transfer of a NISP Allotment from Participant under the terms of the NISP Phase 1 Agreement.
9. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project except as provided in Paragraphs 3 and 7 above for those participants who have not been terminated under Paragraph 4 above, and the NISP Enterprise shall have no further obligations to the Participant.
10. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be payment of the amount set forth in Paragraph 2 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into.
11. In the event that additional costs must be incurred for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 in the period May 1–December 31, 2026, beyond the total amount described in Exhibit B, the parties may amend this Agreement in writing to provide for further payment by the Participant of costs for 2026. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 beyond the costs stated in Paragraph 2 above and Exhibit B.
12. This Agreement shall be interpreted under the laws of the State of Colorado. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.
13. Nothing in this Agreement shall be construed to waive the protections and immunities afforded the NISP Enterprise and the Participant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and any similar or successor statutes of the State of Colorado.

14. Any and all obligations of the NISP Enterprise that may arise under this Agreement, whether financial or otherwise, shall be payable solely from the revenues, income, rents, and receipts earned by the NISP Enterprise. Nothing herein shall be deemed to prevent the NISP Enterprise from making any payments from any other legally available source. In no event shall the NISP Enterprise be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Agreement or which would cause the NISP Enterprise to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, neither the NISP Enterprise nor the District shall be required to expend any funds or impair any assets of the District in the performance of any of the NISP Enterprise's obligations under this Agreement. The obligations of the NISP Enterprise under this Agreement do not constitute a debt or indebtedness of the NISP Enterprise or the District within the meaning of any constitutional, charter, or statutory provision or limitation, and shall not be considered or held to be a general obligation of the NISP Enterprise or the District.
15. Except for the obligation to pay money, neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, pandemic, or any other cause or causes beyond the party's reasonable control.
16. This Agreement is the entire agreement between the NISP Enterprise and the Participant regarding participation in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project and shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.
17. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

TOWN OF ERIE, ACTING BY AND THROUGH ITS
 ERIE WATER ACTIVITY ENTERPRISE, a water activity
 enterprise and government-owned business within the meaning
 of Article X, Section 20(2)(d) of the Colorado Constitution,
 organized pursuant to C.R.S. § 37-45.1-101 et seq.

By: _____

Name: _____

Title: _____

THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE

By: _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5, PHASE 6, PHASE 7, and PHASE 8
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of further agency consultation, permitting work with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.

Phase 5 will consist of the Glade Reservoir final design advancement, the Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.

Phase 6 involves the following additional 2026 activities:

- NISP conveyance will continue to be refined, including evaluation of Participant flow requirements, pipeline sizing and route refinement, design advancement, and conveyance cost estimating.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies.
- Direct use of the South Platte water will be analyzed.
- Land and easement requirements will be more specifically identified and acquired.
- Mitigation plans will continue to be advanced, and time-sensitive mitigation activities may be pursued.

Phase 7 involves, in addition to overall project administration, the following 2026 activities:

- Allotment contract development
- Project financial planning
- Legal defense of the Project permits and approvals.

Phase 8 involves the following 2026 activities:

- Potential early pipeline construction
- Procurement of overhead electric materials and construction of the relocation of overhead powerlines for the HW 287 relocation.
- Advancement of the option agreement for the Timnath Inlet Canal.

EXHIBIT B
 PARTICIPANT YIELD AND COSTS
 PHASE 3A, PHASE 5, PHASE 6, PHASE 7, and PHASE 8

NISP Twenty-Second Interim Agreement Budget Allocation
 4/2/2026

| Participant | Mar. 2026 Amount (Units) | New % of Project* | Amount ** |
|-----------------------|-----------------------------|----------------------|--------------|
| Central Weld Co. W.D. | 250 | 1.28% | \$159,615 |
| Dacono | 1250 | 6.41% | \$798,077 |
| Erie | 4500 | 23.08% | \$2,873,077 |
| Fort Lupton | 100 | 0.51% | \$63,846 |
| Fort Morgan | 2700 | 13.85% | \$1,723,846 |
| Frederick | 2600 | 13.33% | \$1,660,000 |
| Lafayette | 1800 | 9.23% | \$1,149,231 |
| Lefthand W.D. | 3000 | 15.38% | \$1,915,385 |
| Windsor | 3300 | 16.92% | \$2,106,923 |
| Total | 19500 | 100% | \$12,450,000 |

**Rounded to the nearest
 hundredth*

***Rounded to the nearest
 dollar*





NISP 22nd Interim Agreement

Erie Town Council

May 19, 2026

Todd Fessenden, Utilities Director



Agenda

1. Project Background
2. Recent Developments
3. Cost
 - O&M Costs
 - Impacts on Water Dedication
 - Potential Impacts on Utility Bills
4. Options





Project Background

- History
- 23 yrs, Rights - 40+ yrs, many challenges
- Glade & Galeton
 - 40,000 acre-feet (AF)
 - 12 participants
 - Price Comp. to CBT
 - Financing 2X
 - Re-Usable (Galeton)
 - Last large CO Project



Recent Developments

- Glade-Only Option
 - 19,500 acre-feet (AF)
 - 9 participants (pot. More storage)
 - Single Use – Glade Only
 - \$85 – 95K per AF (roughly \$400+M)
 - Financing 2X
- Conveyance Pipeline (roughly \$100M)
- Galeton
 - No ditches/SP/RO



Costs

- O&M Costs
 - Roughly \$3M (LRM roughly \$2.5M)
- Impacts on Water Dedication
 - Raise water dedication and tap fees
- Potential Impacts on Utility Bills
 - Could affect Utility Bills if Tap Fees cool development
 - Need to cover annual debt
- 2027 Budget - to be Presented in July



Options

1. Approve 22nd Interim Agreement – Budget for 2027
 - Stay in for full 4,500 AF - Recommended
2. Further reduce participation, but stay in project
 - Maintain ability to participate and harden supplies
 - Explore utilizing CBT or exchanges
 - Focus on alternative supplies, dual systems & Boulder Creek
 - Suggest keeping at least 2,000 AF (less than \$2M)
 - Current participant range 100 – 3,300 AF
3. Leave Project
 - Less growth, Less Control, Less Flex, Lowest \$ Risk
 - Focus on alternative supplies, dual systems & Boulder Creek



Questions & Discussion

**First Amendment to Professional Services Agreement Task Order with
Kimley-Horn and Associates, Inc., for Design Services
(Morgan Hill Neighborhood Park)**

This Amendment to Agreement for Professional Services (the "Amendment") 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 Kimley-Horn and Associates, Inc., an independent contractor with a principal place of business at 11800 Ridge Parkway, Suite 200, Broomfield, CO, 80021 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on September 29, 2025, the Parties entered into an Agreement for Professional Services; and

Whereas, on January 27, 2026, the Parties entered into a Professional Services Agreement Task Order ("the Agreement") to provide services for the Compass Neighborhood Park on an on-call basis; 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. Amendments. The Agreement is hereby amended as follows:

Compensation

The agreement shall be amended to add a 10 percent contingency, \$81,160, to the Project for a new not to exceed amount of \$892,760.

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

Signed by:

Anthony Pratt

446D212EC4EB475

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2026, by _____ as _____ of Kimley-Horn and Associates, Inc.

My commission expires:

(Seal)

Notary Public

Certificate Of Completion

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Signer Events

Anthony Pratt
 Anthony.Pratt@kimley-horn.com
 Associate
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 446D212FC4EB475...
 Signature Adoption: Pre-selected Style
 Using IP Address: 137.83.223.169

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Editor Delivery Events

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Agent Delivery Events

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Intermediary Delivery Events

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Kathy Kron
 kkron@erieco.gov
 Senior Parks Planner
 Town of Erie
 Security Level: Email, Account Authentication
 (None)

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Notary Events

Signature

Timestamp

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Status

Timestamps

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| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Town of Erie:

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

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

To advise Town of Erie of your new email address

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

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

To request paper copies from Town of Erie

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

To withdraw your consent with Town of Erie

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

**First Amendment to Professional Services Agreement Task Order with
Kimley-Horn and Associates, Inc., for Design Services
(Compass Park)**

This Amendment to Agreement for Professional Services (the "Amendment") 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 Kimley-Horn and Associates, Inc., an independent contractor with a principal place of business at 11800 Ridge Parkway, Suite 200, Broomfield, CO, 80021 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, on September 29, 2025, the Parties entered into an Agreement for Professional Services; and

Whereas, on January 27, 2026, the Parties entered into a Professional Services Agreement Task Order ("the Agreement") to provide services for the Compass Neighborhood Park on an on-call basis; and

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

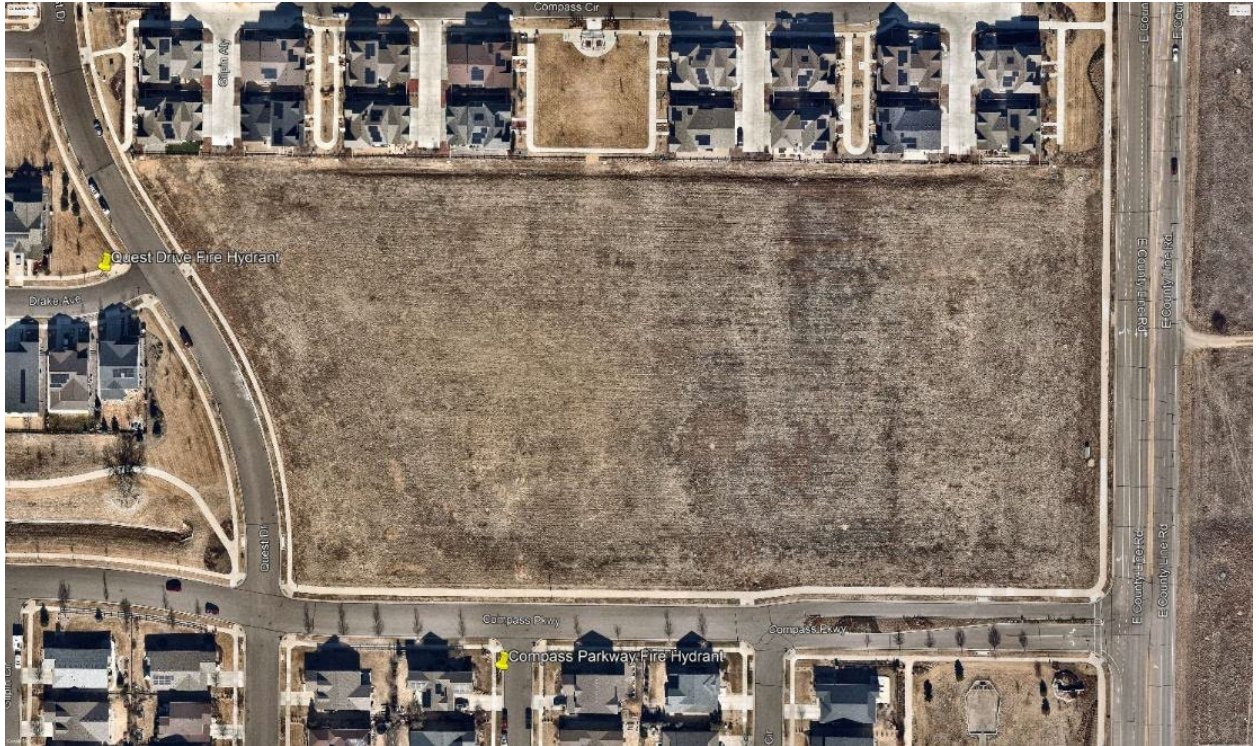
Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

Revised Task 2a – Civil Construction Documents

This task consists of efforts to coordinate with a local fire flow testing subconsultant, Integrity Fire Safety Services Holdings, LLC, to provide fire flow tests on two (2) fire hydrants located near Quest Drive and Compass Parkway as outlined in **Figure 1** below.

Figure 1: Compass Parkway & Quest Drive Fire Hydrant Locations



| Task | Description | Fee | Type |
|-----------------|------------------------------|------------|-------------|
| Revised Task 2a | Civil Construction Documents | \$2,000 | Lump Sum |

Compensation

The agreement shall be amended to add a 12.5 percent contingency, \$62,437.50, to the Project for a new not to exceed amount of \$561,937.50. The contingency amount includes the addition of a fire flow test in the amount of \$2,000, as may be authorized by the Town. The fire flow test does not increase the total not-to-exceed compensation.

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

Signed by:
Anthony Pratt

446D212EC4EB475

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2026, by _____ as
_____ of Kimley-Horn and Associates, Inc.

My commission expires:

(Seal)

Notary Public

Certificate Of Completion

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 kkron@erieco.gov
 Senior Parks Planner
 Town of Erie
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Getting paper copies

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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.

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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.

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To withdraw your consent with Town of Erie

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- 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..

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- 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.